

**HIGHLINE WATER DISTRICT  
KING COUNTY, WASHINGTON**

**RESOLUTION 19-10-16C**

**RESOLUTION AUTHORIZING THE DISTRICT TO GRANT A TEMPORARY CONSTRUCTION EASEMENT (SHORT TERM GENERAL CONSTRUCTION) TO CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("GRANTEE") RELATING TO A PORTION OF THE FEDERAL WAY LINK EXTENSION**

**WHEREAS**, Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75, ("Grantor"), is the owner of real property located in the City of SeaTac commonly known as 21420 31st Ave S, SeaTac, WA 98198, and more particularly described in the legal description attached as Exhibit "A" Grantor's Entire Parcel ("Property"); and

**WHEREAS**, Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. The Grantee is constructing a portion of the Link light rail system called the Federal Way Link Extension ("Project"); and

**WHEREAS**, Central Puget Sound Regional Transit Authority ("Grantee") desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

1. The Board of Commissioners authorizes the General Manager or designee to grant and execute a Non-Exclusive Temporary Construction Easement (Short Term General Construction), **Attachment-1** incorporated herein by this reference, to Central Puget Sound Regional Transit Authority for construction of a portion of the Federal Way Link Extension Project as referenced herein.
2. The Board of Commissioners accepts Central Puget Sound Regional Transit Authority's offer for just compensation for \$7,560.00 for the Temporary Construction Easement.
3. The General Manager and/or the District's Legal Counsel are authorized to make minor changes to the Temporary Construction Easement if required.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held the **16th** day of **October 2019**.

**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
**Kathleen Quong-Vermeire**, President

  
\_\_\_\_\_  
**Todd Fultz**, Commissioner

  
\_\_\_\_\_  
**George Landon**, Commissioner

  
\_\_\_\_\_  
**Vince Koester**, Secretary

  
\_\_\_\_\_  
**Daniel Johnson**, Commissioner

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

**ATTACHMENT - 1**

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**TEMPORARY CONSTRUCTION EASEMENT (SHORT TERM GENERAL CONSTRUCTION)**

**Grantor(s):** Highline Water District  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** Ptn seq neq sn 09-22-04  
**Assessor's Tax Parcel No(s):** 092204-9235  
**ROW No(s):** FL145

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**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Federal Way Link Extension ("Project").**

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby conveys to Grantee, its successors and assigns, a temporary construction easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit "B"**, and depicted in **Exhibit "C"** ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private improvements located in the Easement Area, for the purpose of construction (which may include, but not be limited to: parking lot reconstruction, drainage, retaining walls, street connections, and to temporarily and permanently re-grade slopes and make cuts and fills to match new driveways, parking lot areas, street grade, sidewalks and retaining walls). When deemed necessary by Grantee, Grantee may fence all or a portion of the Easement Area from time to time during the performance of the work described herein ("Grantee's Work"). Grantee shall at all times ensure that the Easement does not unreasonably interfere with Grantor's access to the Property from the adjacent public right-of-way.

In the event Grantee's utility connection work requires access to portions of the Property in addition to that depicted in Exhibit "C", Grantee may enter into such additional property for the purpose of reconnecting utilities that serve the Property and such entry will be governed by the terms of the Easement.

Grantee shall be entitled to apply to public authorities having jurisdiction for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all

ROW #: FL145

Temporary Construction Easement-Short Term-General  
Form approved by Civil 10/06/17  
Form approved by Legal 1/8/19  
Last saved by James Chung on 1/13/19

work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. **Restoration.** Subject to Paragraph 4, below, in the event private improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good as or better than that which existed prior to the use, or as negotiated separately; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During the Term, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4. **Term of Easement.** The term of the Easement (the "Term") shall commence upon mutual execution of this agreement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee's use of the Easement for the purposes described in Paragraph 2. Grantee will provide fourteen (14) days written notice to Grantor before commencing Grantee's Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantee's Work for a period of **Twenty-Four (24)** consecutive months (the "Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall be ~~exclusive~~. The Easement will remain in effect until **December 31, 2024** or until completion of restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction Period, for up to an additional **Twelve (12) months**.

NON-EXCLUSIVE

5. **Payment for Easement.** Grantee will pay Grantor **Seven Thousand Five Hundred Sixty and 00/100ths Dollars (\$7,560.00)** upon recording of this Easement. If Grantee requires additional exclusive use past the Construction Period, as provided for in Section 4, Grantee will pay **Three Hundred Seventy-Five and 00/100ths Dollars (\$375.00)** per month for each month or portion of a month, that Grantee uses the Easement Area for the purpose described in Paragraph 2.

6. **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

7. **Binding Effect.** This Easement is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee may permit third parties to enter the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. This Easement, and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon Grantor and its successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Easement Area.

8. **Insurance.** During the Term, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

9. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.



Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Day

Month

Year

**Grantee: Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized  
to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of **CENTRAL PUGET  
SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the  
uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**EXHIBIT "A"**

R/W No. FL145  
PIN 0922049235

HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING COUNTY WATER DISTRICT NO. 75

**Grantor's Parcel:**

THE NORTH 396 FEET OF THE WEST 3/4 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1, AS CONVEYED TO THE STATE OF WASHINGTON UNDER RECORDING NUMBER 5373956;

EXCEPT THE EAST 7.35 FEET OF THE NORTH 246.50 FEET THEREOF;

TOGETHER WITH THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1, AS CONVEYED TO THE STATE OF WASHINGTON UNDER RECORDING NUMBER 5368599;

EXCEPT THE NORTH 246.50 FEET;

AND

EXCEPT PORTION THEREOF AS CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED UNDER RECORDING NO. 20070104000117.

*Earl J. Bone 9/26/19*

**EXHIBIT "B"**

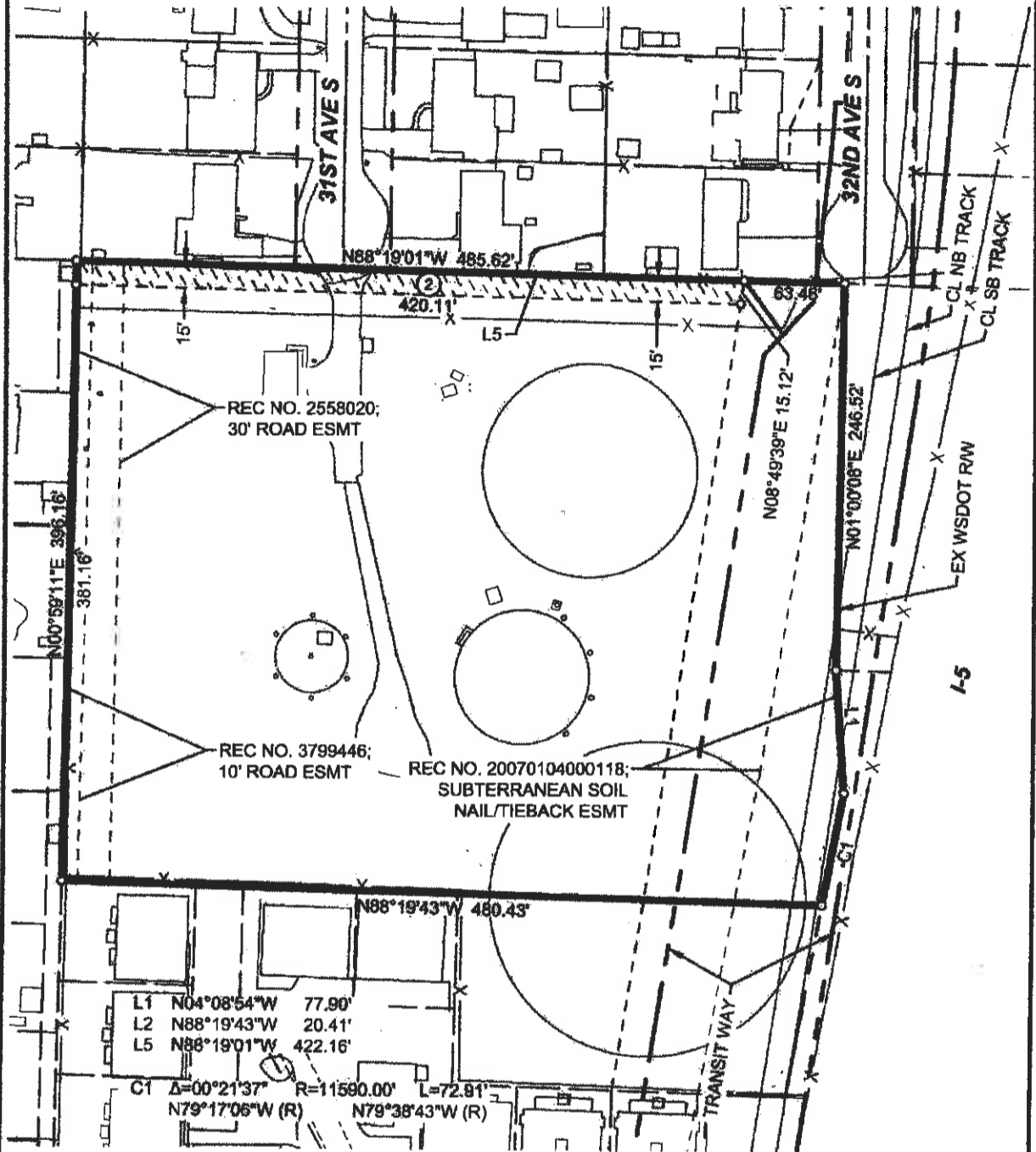
R/W No. FL145  
PIN 0922049235

HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING  
COUNTY WATER DISTRICT NO. 75

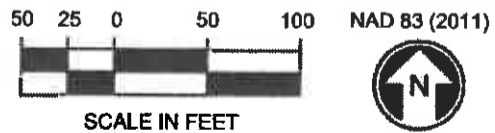
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# TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 NE 1/4 SEC 9, T 22 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	PARENT PARCEL



TEMP CONST ESMT SHORT TERM

NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 192,788 SF
CONST ESMT ②: 6,317 SF
EXHIBIT "C"
R/W NO. FL-145 PARCEL MAP
ASSESSOR NO.: 0922049235 DATE: 09/26/2019
OWNER: HIGHLINE WATER DISTRICT
BLOCK NO.: N/A LOT NO.: N/A
CITY OF SEACAT KING COUNTY, WA



Agenda Item No.: 5.3  
 Agenda Date: 10/16/19  
 Reviewed By: BJD

**Subject:** Resolution authorizing the District to grant a Temporary Construction Easement (Short Term General Construction) to Central Puget Sound Regional Transit Authority ("Grantee") relating to a portion of the Federal Way Link Extension

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input checked="" type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Budgeted?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Estimated Amount:</i> \$ _____			Excludes sales tax

**ATTACHMENTS:**

1. Resolution 19-10-16C
2. Attachment-1 with Exhibits A, B and C

**COMMENTS:**

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Central Puget Sound Regional Transit Authority ("Grantee") desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

Staff recommends approval of this resolution.