

KING COUNTY WATER DISTRICT NO. 90

KING COUNTY, WASHINGTON

RESOLUTION NO. 994

A **RESOLUTION** of the Board of Commissioners of King County Water District No. 90, King County Washington, approving the release of certain easements and authorizing the District Manager to execute and record the release documents.

WHEREAS, the District was previously granted the following described easements for the operation of its water system:

Recording Date:	11/24/1981
King County Recording No.	8111240491
Legal Description of Easement Area:	Tract "X" of King County Short Plat No. 880059

And

Recording Date:	02/12/1991
King County Recording No.	9102120844
Legal Description of Easement Area:	Tract "X" of King County Short Plat No. 880059

WHEREAS, The District no longer needs the above easements for the operation of its Water System; and

WHEREAS, The Board of Commissioners has determined that it is beneficial and in the best interests of the District to release the above easements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO 90 AS FOLLOWS:

Section 1: The District Manager is authorized and directed to execute on behalf of the District, the attached Releases of the above easements and to record the Releases for the public record.

**RESOLUTION NO. 994
APPROVING RELEASE OF EASEMENTS**

ADOPTED by the Board of Commissioners of King County Water District No.
90, at their open meeting thereof held on the 3RD day NOVEMBER, 2015.

RV Gordon 11-3-15

Ann Lucia 11/3/15

B. J. M.

Filed for Record
at the request of
KING COUNTY WATER DISTRICT NO. 90
15606 SE 128th Street
Renton WA 98059

Tax Parcel ID#: 152305-9093

Abbrev. Legal: Tract "X" of KSCP No. 880059, in King County, Washington

Grantor(s): QUADRANT HOMES
14725 SE 36TH ST Suite 200
Bellevue, Washington 98006

Grantee(s): KING COUNTY WATER DISTRICT NO. 90

AGREEMENT FOR EASEMENT EXTINGUISHMENT

THIS AGREEMENT, made this ____ day of _____, 2015, by and between **KING COUNTY WATER DISTRICT NO. 90**, a municipal corporation of King County, Washington, hereinafter termed the "District" and **QUADRANT HOMES**, hereinafter termed the "Grantors/Owners",

WHEREAS, Grantors are the owners of land in Renton, Washington, legally described as follows:

Tract "X" of King County Short Plat No. 880059, recorded under Auditor's file No. 8107010684, records of King County, Washington.

WHEREAS, the District owns an easement for water lines across the Grantors/Owners property and the Grantors/Owners desire that the District extinguish and terminate the easement:

WHEREAS, the District is willing to extinguish the easement upon the condition that the

water main in the easement shall not be physically removed, that is the water main shall be abandoned in place, and the Grantors/Owners agree for themselves, their heirs, successors, and assigns to hold harmless and indemnify the District its agents, employees, insurers, and all other persons, firms or corporations that may be liable, of and from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of service, expenses and compensation or punitive damage which may presently exist or which may hereafter accrue or otherwise be acquired on account of, or in any way growing out of, the District's installation operation maintenance and abandonment of the easement and/or water main.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The District hereby extinguishes the easement for water line(s) across Grantor's/Owner's real property as contained in that instrument recorded in King County Records under Recording Number 811124049.

2. The Grantors/Owners for themselves and their heirs, successors, and assigns acknowledge and agree that the water main in the easement shall not be physically removed and shall be abandoned in place and the Grantors/Owners for themselves, their heirs, successors, and assigns further agree to hold harmless and indemnify the District, its agents, employees, insurers and all other persons, firms or corporations that may be liable of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of service, expenses and compensation or punitive damages, which may now exist or which may hereafter accrue or otherwise be acquired on account of, or in any way growing out of the District's installation, maintenance, operation, or abandonment of the easement or the water main. The Grantors/Owners acknowledge and agree that this indemnification and hold harmless shall be fully binding on themselves, their heirs, successors, and assigns.

IN WITNESS WHEREOF the undersigned has executed this instrument on the day and year cited below.

KING COUNTY WATER DISTRICT NO. 90

by:  Date: 11/5/15
Darcey Peterson, General Manager

QUADRANT HOMES.

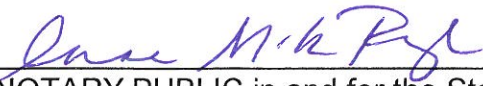
by: _____ Date: _____
Title

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this ____ day of _____, 2015, before me the undersigned, a Notary Public in and for the State of Washington, personally appeared **Darcey Peterson General Manager** of KING COUNTY WATER DISTRICT NO. 90, the municipal corporation that executed the foregoing instrument to be the free and voluntary act of said municipality, for the uses and purposes therein mentioned and stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal, the day and year above written.




NOTARY PUBLIC in and for the State of Washington
Residing at: Black Diamond, WA
My commission expires: 6-19-19

On this ____ day of _____, 2015, before me the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ who represented himself to have the authority to act and bind the GRANTORS/OWNERS by virtue of his office as _____ and who executed the foregoing instrument the free and voluntary act of said GRANTORS/OWNERS, for the uses and purposes therein mentioned and stated that he is authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal, the day and year above written.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____