

RESOLUTION NO. 12-833

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN EASEMENT AND MAINTENANCE AGREEMENT WITH THE COVINGTON WATER DISTRICT FOR WATER SYSTEM WORK PERFORMED AT FIRE STATION 98 LOCATED AT 22015 SE 296TH STREET, BLACK DIAMOND

WHEREAS, water system improvements including a water line extension, post indicator valve and a back-flow prevention device were constructed at Fire Station 98 under the supervision of the Black Diamond/Mountain View Fire Department; and

WHEREAS, the Covington Water District now desires to have an easement for the facilities located under and on the ground that are direct connection to their water system; and

WHEREAS, a limited-term Maintenance Agreement is also sought;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute the attached Easement identified as Exhibit "A" with the Covington Water District.

Section 2. The Mayor is hereby authorized to execute the attached Maintenance Agreement identified as Exhibit "B" with the Covington Water District.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 4TH DAY OF OCTOBER, 2012.

CITY OF BLACK DIAMOND:



Rebecca Olness, Mayor

Attest:



Brenda L. Martinez, City Clerk

CONFORMED COPY

20121108000791

COVINGTON WATE EAS 81.00
PAGE-001 OF 010
11/08/2012 10:15

AFTER RECORDING, PLEASE RETURN TO:

District Engineer
Covington Water District
18631 S.E. 300th Place
Covington, WA 98042

CONFORMED COPY

Document Title: Easement for Water Pipeline
Grantor(s): City of Black Diamond
Grantee: COVINGTON WATER DISTRICT

Abbreviated Legal Description: Section 4, Township 21 North, Range 6 East
(Complete legal description on Exhibit A)

Assessor's Property Tax
Parcel/Account Number(s): 042106-9092 22015 SE 296th St Black Diamond

Reference Number(s) of
Documents Assigned
or Released: 8912220671

EXCISE TAX NOT REQUIRED
Refer to Previous Excise Aff. # _____
By _____ Deputy

EASEMENT FOR WATER PIPELINE

The undersigned, City of Black Diamond ("Grantor"), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to Covington Water District, a Washington municipal corporation in King County, Washington ("Grantee"), and its successors and assigns, a permanent easement for a water pipeline and appurtenances thereto ("Easement") as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under a portion of the Real Property, such Easement being legally described on *Exhibit "A"* and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water lines, together with all facilities, connectors and

operating water lines, together with all facilities, connectors and appurtenances ("Water Lines"), including the right of ingress and egress with all necessary vehicles and equipment for said purposes.

2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the Water Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Real Property as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Water Lines.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Water Lines or endanger the lateral or other support of the Water Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Water Lines.

4. Future Change of Grade. If, in the future, the surface grade of the Real Property is changed by the Grantor, the then owner of the property agrees to pay the District the cost of relocating the Water Lines so that the amount of earth covering the same (the depth thereof) meets the District's then minimum standards and specifications.

5. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantor and Grantee, and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

6. Indemnity. By accepting and recording this Easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that Grantee shall not be responsible to Grantor for any injuries or damages suffered by any person or property caused by acts or omissions of Grantor or its agents.

7. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Easement, the prevailing party (as determined by the court or other

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Gwenn Maxfield is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the General Manager of Covington Water District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



DATED: October 12, 2012

Melanie A. Mesker

NAME: Melanie A. Mesker
(Print Name)

Notary Public in and for the State of Washington

Commission Expires: 7-30-14

EXHIBIT A

LEGAL DESCRIPTION

WATERLINE EASEMENT

That portion of the Northwest quarter of the Southeast quarter of Section 4, Township 21 North, Range 6 East, Willamette Meridian, in King County, Washington, more particularly described as follows:

COMMENCING at the center of Section 4;

THENCE South $03^{\circ}43'39''$ West, 35.72 feet along the West line of said Northwest quarter of the Southeast quarter to the Southerly margin of Southeast 296th Street;

THENCE South $85^{\circ}49'40''$ East, 218.65 feet along said Southerly margin to the TRUE POINT OF BEGINNING;

THENCE CONTINUING South $85^{\circ}49'40''$ East, 20.00 feet along said Southerly margin;

THENCE South $02^{\circ}54'03''$ West, 100.58 feet;

THENCE North $87^{\circ}05'57''$ West, 35.37 feet;

THENCE North $02^{\circ}54'03''$ East, 29.92 feet;

THENCE South $87^{\circ}05'57''$ East, 15.37 feet to a point which bears South $02^{\circ}54'03''$ West from the TRUE POINT OF BEGINNING;

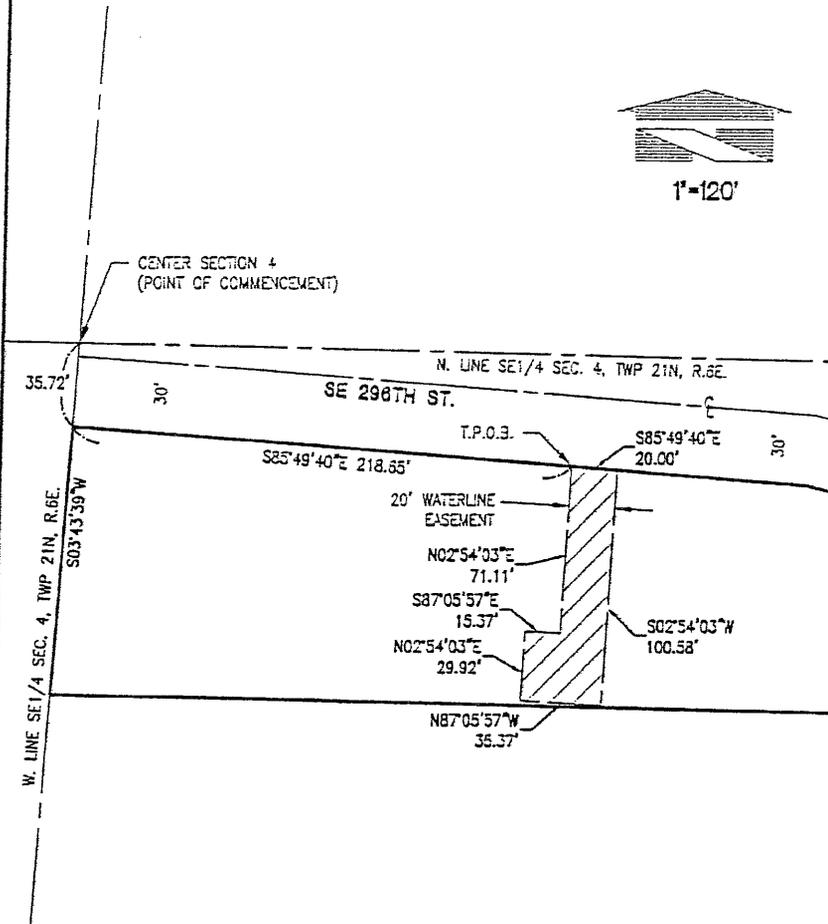
THENCE North $02^{\circ}54'03''$ East, 71.11 feet to the TRUE POINT OF BEGINNING.



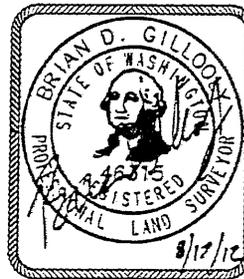
EXHIBIT B



1"=120'



File:P:\15000s\15360\survey\15360EXH01.dwg Date/Time:8/17/2012 11:06 AM BRIAN GILLOOLY



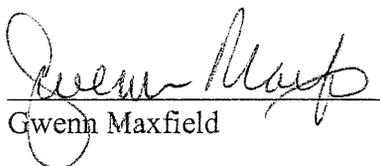
SCALE: HORIZONTAL 1"=120' VERTICAL N/A		For: KING COUNTY FIRE STATION NO. 98	JOB NUMBER 15360
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: WATERLINE EASEMENT EXHIBIT		SHEET 1 of 1
	DESIGNED _____ DRAWN <u>BDG</u>	CHECKED <u>BDG</u>	APPROVED <u>BDG</u>

**COVINGTON WATER DISTRICT
RELEASE OF EASEMENT**

Reference is made to that certain Easement for Water Pipeline executed by King County Fire District #17 (Grantors), to Covington Water District (Grantee), recorded under King County Auditor's File No. 8912220671, easement dated September 27, 1989.

For Good and valuable consideration including the granting of a new easement, the Grantee hereby releases to the Grantor and cancels the same.

Covington Water District

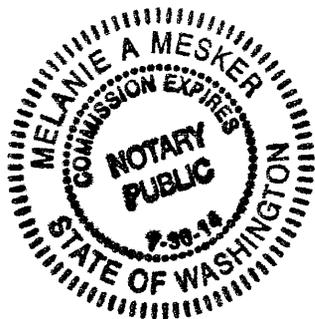

Gwen Maxfield

General Manager
Title

State of Washington)
)ss
County of King)

On this 12th day of September, 2012 before me, the undersigned, a Notary Public, personally appeared Gwen Maxfield, to me known to be the General Manager of Covington Water District, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she/he was authorized to execute the said instrument and the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and official seal the day and year first above written.



Melanie A. Mesker
Signature of Notary

Melanie A. Mesker
Print or stamp name of Notary

Notary Public for the State of Washington,
residing at Maple Valley
My appointment expires: 7.30.14

RECEIVED THIS DAY

DEC 22 11 13 AM '89

BY THE DIVISION OF
RECORDS & ELECTIONS COVINGTON WATER DISTRICT
KING COUNTY

89/12/22	#0671	B
REC FEE	2.00	
RECD F	6.00	
CASHSL	***8.00	
	55	

EASEMENT FOR WATER PIPELINE

EXCISE TAX NOT REQUIRED
King Co. Records Division

THE GRANTOR, King County Fire District #17

By K. Clapp, Deputy

8912220671

does hereby grant to COVINGTON WATER DISTRICT ("the District"), a municipal corporation, grantee, its successors and assigns, an easement and right-of-way over, through, under, across, upon and in the following described property situate in King County, Washington, to-wit:

A strip of land 20 feet in width lying in the North 150 feet of the Northwest Quarter of the Southeast Quarter of Section 4, Township 21 North, Range 6 East, W.M., in King County, Washington, being 10 feet on each side of the following described line:

COMMENCING at the Southwest corner of said subdivision;
THENCE North 03° 03' 28" East along the West line of said subdivision, a distance of 114.44 feet to the Southerly margin of S.E. 296th Street;
THENCE South 86° 32' 22" East along said Southerly margin a distance of 240.97 feet to the point of beginning of this described line;
THENCE South 03° 27' 38" West, 75.86 feet;
THENCE North 86° 32' 22" West, 30.00 feet to the terminus of this described line.

The sidelines of said strip shall be shortened or lengthened so as to meet each other and the Southerly margin of S.E. 296th Street.

for the construction, operation, maintenance, repair and/or replacement of a water pipeline and appurtenances thereto, together with the right of ingress and egress to and from said easement for all purposes necessary and related thereto.

The District agrees that following any construction, maintenance or repair, the property will be restored as near as is possible to its prior condition. The District agrees to indemnify and save the Grantor harmless from any liability or damage accruing to the Grantor, including claims by third parties, arising from the act or acts of the District.

If, in the future, the surface grade of the above property is changed, the then owner of the property agrees to pay the District the cost of relocating the above water pipeline and appurtenances so that the amount of earth covering the same (the depth thereof) meets the District's then minimum standards and specifications. This is a

