

**RESOLUTION NO. 2018-08**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE TREE REMOVAL AGREEMENT WITH LORIE JOHNSON**

**WHEREAS**, the City of Benton City finds that a certain tree on the corner of the intersection of Carol Avenue and 7<sup>th</sup> Street, adjoining Benton County Parcel No. 118974011078004, lies at least partially in the right-of-way and is obstructing the vehicle view of the stop sign located at the same intersection; and

**WHEREAS**, the property owner at the address of 512 Carol Avenue has given the City and its agent permission via signature on the attached Tree Removal Agreement to enter said property to remove any portion of said tree that lies upon the above-named parcel number. NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Tree Removal Agreement dated April 3, 2018; a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

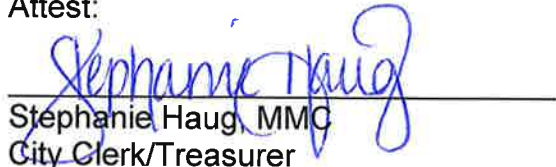
**ADOPTED** this 3 day of April, 2018, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 3 day of April, 2018.

Resolution 2018-08 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 3 day of April, 2018.



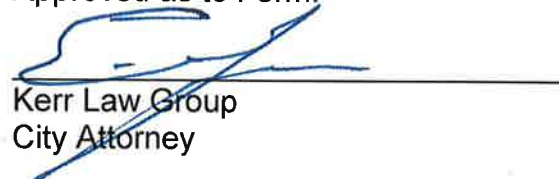
Linda Lehman, Mayor

Attest:



Stephanie Haug, MMC  
City Clerk/Treasurer

Approved as to Form:



Kerr Law Group  
City Attorney

## TREE REMOVAL AGREEMENT

**THIS TREE REMOVAL AGREEMENT** is made and entered into this 3 day of April, 2018, by and between the City of Benton City, Washington, a Municipal Corporation, hereinafter referred to as "City"; and Lorie Johnson, hereinafter referred to as "Property Owner." The term City shall include the City's employees, agents, contractors, and any other individual or organization acting on behalf and under the authorization of the City.

**IN CONSIDERATION OF THE MUTUAL COVENANTS** contained herein, the parties agree as follows:

- 1. Tree Removal.** City and Property Owner agree that a certain tree located in the right-of-way, as well as on the adjoining Benton County Parcel No. 118974011078004, specifically located on the corner of the intersection of Carol Avenue and 7<sup>th</sup> Street, Benton City, Washington, shall be removed by the City at its sole expense as the tree currently impedes full view of the traffic control device located at the intersection, and causes a risk to public safety. Property Owner agrees to give City consent to remove any encroaching portions of said tree.
- 2. Permission to Enter Property.** Property Owner gives permission to the City to enter the property for the purposes specified in this Agreement.
- 3. Indemnification.** The City agrees to defend, indemnify and hold the Property Owner harmless, including its employees, agents, officers, and contractors against any and all claims by or on behalf of any person or entity or other governmental entity arising from activities hereunder or by virtue of this Agreement or any part hereof, or by the City entering into this Agreement. The City will further indemnify, defend and save the Property Owner, including its employees, agents, officers, and contractors harmless against and from any and all claims arising from this Agreement, or otherwise from any cause in any way connected with this Agreement from any breach or default on the part of the City to perform pursuant to the terms of this Agreement, or arising out of any act of negligence or omission of the City, except for those damages solely as a result of the negligent acts or omissions of the Property Owner, its employees, agents, officers, or contractors.
- 4. Removal.** The City shall remove the tree identified in Section 1, and shall grind the stump to a depth below grade and fill void with soil.

5. **Remediation and Clean-up.** The City shall clean-up and remove all debris associated with the project identified in this Agreement, and shall leave the surrounding property (with the exception of the removed tree) in a condition as close as possible to the condition that the property was in prior to the tree removal, and shall remediate any damage caused to property as a result of actions taken under this Agreement. Property Owner shall be responsible for any desired modifications to their fence affected by tree removal to complete enclosure of the property.

6. **Waiver of Liability.** Property Owner agrees that the City shall bear the cost of the removal of said tree, but that the City shall bear no liability to compensate the Property Owner for the removal and disposal of said tree. Property Owner agrees to waive all liability against City under RCW 64.12.030.

IN WITNESS WHEREOF, the parties have executed this Tree Removal Agreement by and through their authorized representatives on this 3 day of April, 2018.

CITY

By:

L. Lehman  
Linda Lehman, Mayor  
City of Benton City, Washington

PROPERTY OWNER

By:

Lorie Johnson  
Lorie Johnson

Address: 512 Carol Ave  
Benton City, WA