

RESOLUTION NO. 2018-25

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE TEMPORARY CONSTRUCTION EASEMENT DEED WITH DON ALLEN FOR THE KAREN AVENUE SEWER PROJECT

WHEREAS, the City of Benton City has recognized that it currently has a sewer line in-use across property known as Benton County Parcel No. 107972050002004 and lacks an easement for said sewer line thereon; and

WHEREAS, the property owner Don Allen has requested that the City discontinue use of said sewer line and re-route the City's sewer system around said property; and

WHEREAS, Don Allen and the City have agreed that the City will at its own expense abandon-in-place said sewer line and re-route the City's sewer system around said property and in doing so agree that a temporary construction easement deed will be necessary to allow the City access to the property to complete the project; and

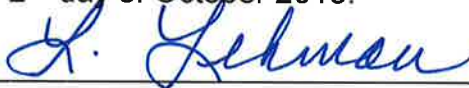
WHEREAS, said Temporary Construction Easement Deed requires execution by the City. NOW, THEREFORE,

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 Temporary Construction Easement Deed 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.

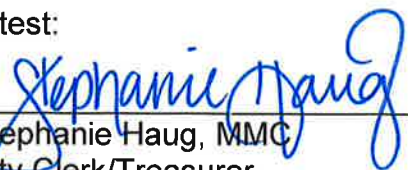
ADOPTED this 2nd day of October 2018, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 2nd day of October 2018.

Resolution 2018- 25 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 2nd day of October 2018.




Linda Lehman, Mayor

Attest:


Stephanie Haug, MMC
City Clerk/Treasurer

Approved as to Form:


Kerr Law Group
City Attorney

FILED FOR RECORD AT REQUEST OF:

City of Benton City, Washington

WHEN RECORDED RETURN TO:

City of Benton City, Washington
708 9th Street
Benton City WA 99320

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR VALUE CONSIDERATION, receipt of which is hereby acknowledged, the Grantor, Don Allen, a single man, hereby grants and conveys to the Grantee, the City of Benton City, Washington, a Municipal Corporation, its successors and assigns, a construction easement deed described below for the purpose of excavation in order to cap and abandon the sewer pipe and appurtenances that run through the below-described property and to re-route the sewer line and facilities around said property and any construction necessary to complete the above tasks upon the following described real property also known as Benton County Parcel No. 107972050002004:

LOT 1 BLOCK 2 SECTION 7 TOWNSHIP 9 RANGE 27 LEGION
HEIGHTS NUMBER 2 SUBJECT TO EASEMENTS AND
RESTRICTIONS OF RECORD 4/11/77.

The temporary construction easement shall cover the entire parcel as described above.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

Grantee shall be responsible for any and all costs, damages or expenses arising from the above-described construction, and agrees to defend, indemnify and hold the Grantor harmless from and against any costs, claims, losses, damages, expenses, judgments, and causes of action the Grantor may incur arising out of, or in connection with the Grantee's construction activities upon the premises, except that once construction is complete the Grantee shall no longer be responsible or liable for the abandoned-in-place sewer pipe and appurtenances.

Site improvements, fencing or landscaping impacted by the contractor within the construction easement area, will be restored and/or replaced to a similar condition as it previously existed.

In the event any claim or dispute arises as a result of this Agreement, the parties shall meet in a good faith attempt to resolve such dispute or claim, and in the event such dispute or claim cannot be resolved by agreement of the parties, such dispute shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, with the venue for such arbitration being Benton County, Washington, and the prevailing party awarded its reasonable attorney fees as a cost of the arbitration.

This construction easement shall commence on the date of execution below and shall expire one hundred and eighty (180) days from date of execution below or upon completion of construction, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed this Construction Easement Deed by and through their authorized representatives on this 25 day of October, 2018.

CITY OF BENTON CITY, WASHINGTON

By: L. Lehman
Linda Lehman, Mayor

PROPERTY OWNER

By: Donald E. Allen
Don Allen

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this 2 day of October, 2018, before me, personally appeared LINDA LEHMAN, Mayor of the City of Benton City, Washington, to me known to be the individual who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2 day of October, 2018.



Stephanie M. Haug
NOTARY PUBLIC in and for the State of Washington
Residing at Kennewick, WA
My Commission Expires: 12/17/19

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this 25 day of October, 2018, before me, personally appeared DON ALLEN, a single man, to me known to be the individual who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 25 day of October, 2018.



Stephanie M. Haug
NOTARY PUBLIC in and for the State of Washington
Residing at Kennewick, WA
My Commission Expires: 12/17/19