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29 April 2013 FLOOD Meeting

Sponsor: Reagan Dunn

RB

Proposed No.: FCD2013-07

JP moved PASSED: Voice Vote

AMENDMENT TO PROPOSED RESOLUTION FCD2013-07, VERSION 1

Page 2, after line 25, insert the following:

SECTION 2. The District shall only accept easements from the City of Auburn in the form attached (Attachment B), except for completing the form with the appropriate property description for each easement granted and accepted.

SECTION 3. Construction of improvements related to Phase 2 of the Reddington Levee shall not proceed until the requirements of the state environmental review process have been fully satisfied.

Page 2: After “**Attachments:** A. Interlocal Agreement between Flood Control Zone District King County and Auburn” insert “B. Flood Protection Easement form”

EFFECT: Places the following limitations:

- Requires easements in the form provided on Attachment B.
- Phase 2 construction cannot occur prior to completion of the state SEPA process.

ATTACHMENT B

Recording Requested By And
When Recorded Mail To:

King County Flood Control District
Water and Lands Resources Division
201 S. Jackson St. Suite 600
Seattle, WA 98104-3855
Attn:

FLOOD PROTECTION EASEMENT

Grantor(s): The City of Auburn
Grantee(s): The King County Flood Control Zone District, a quasi municipal corporation of the State of Washington, and King County, a political subdivision of the State of Washington

Legal Description (abbreviated):
Additional legal description on page __, hereinafter called Exhibit A.
Assessor's Tax Parcel ID#: Reddington Levee - Auburn

THIS AGREEMENT made this _____ day of _____ 2013, by and between The City of Auburn, hereinafter called the "Grantor", and The King County Flood Control Zone District, a quasi municipal corporation of the State of Washington and King County, a political subdivision of the State of Washington, hereinafter collectively called the "Grantees":

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant and convey to the Grantees, their successors and assigns, agents and licensees an easement for the purposes set forth herein, under, over and upon the property described in Exhibit A ("Property"), such easement as more particularly described in Exhibit B and depicted in Exhibit C attached hereto, said Exhibits by this reference made a part hereof ("Easement Area"), situated in King County, Washington:

A perpetual easement for the purposes of (1) accessing and constructing, inspecting, monitoring, reconstructing, maintaining and repairing, river bank protection, levees and/or other flood related works, including installing, inspecting and maintaining all vegetation and any other appurtenances thereto, (2) constructing, reconstructing, repairing, maintaining, locating and relocating utilities and stormwater facilities or improvements, and (3) constructing, reconstructing, repairing, maintaining, locating and relocating trail improvements across, in, under, on, over and upon the Easement Area.

Grantees shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Easement Area for the purposes of exercising the Grantee's rights as described herein.

Grantor agrees not to plant non-native vegetation within the Easement Area and not to remove or

ATTACHMENT B

otherwise alter any improvements installed by Grantees, including any native vegetation that may be planted and any flood protection works and trail improvements that may be constructed, within the Easement Area, without the prior approval of Grantees.

For the purposes of this river protection easement, the term "native vegetation" shall mean vegetation comprised of plant species, other than noxious weeds (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.

Neither Grantor nor Grantees are hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights, except that Grantees shall maintain and repair any trails constructed by Grantees within the Easement Area. This river protection easement and/or any flood related works constructed or to be constructed within the Easement Area shall not be construed as granting any rights to any third person or entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be construed as waiving any immunity to liability granted to Grantees by any state statute, including Chapters 86.12 and 86.15 of the Revised Code of Washington, or as otherwise granted or provided for by law.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of Grantor and Grantees.

WITNESSETH, the said Grantor(s) have hereunto signed their names the day and year first above written.

GRANTOR: THE CITY OF AUBURN, a municipal corporation

BY : _____

Name:

Title:

GRANTEE: THE KING COUNTY FLOOD CONTROL ZONE DISTRICT, quasi political corporation of the State of Washington.

BY _____

Name:

Title:

GRANTEE: KING COUNTY , a political subdivision of the State of Washington.

BY _____

Name:

Title:

STATE OF WASHINGTON)

ATTACHMENT B

COUNTY OF KING)SS.
)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ___ he signed this instrument, on oath stated that ___ he is authorized to execute the instrument and acknowledged it as the _____ of City of Auburn, a municipal corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Printed name

Notary Public in and for the State of Washington

Residing at _____

My appoint expires _____

ATTACHMENT B

COUNTY OF KING)
)SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ___he signed this instrument, on oath stated that ___he is authorized to execute the instrument and acknowledged it as the _____ of the Department of Natural Resources and Parks of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Printed name

Notary Public in and for the State of Washington

Residing at _____

My appoint expires _____

STATE OF WASHINGTON)

ATTACHMENT B

COUNTY OF KING)SS.
)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that ___he signed this instrument, on oath stated that ___he is authorized to execute the instrument and acknowledged it as the _____ of the King County Flood Control Zone District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Printed name

Notary Public in and for the
State of Washington

Residing at _____

My appoint expires _____

ATTACHMENT B

EXHIBIT A
UNDERLYING PROPERTY PARCEL(S)
LEGAL DESCRIPTION

(insert legal description for entire parcel)

ATTACHMENT B

EXHIBIT B

**FLOOD PROTECTION LEVEE EASEMENT
LEGAL DESCRIPTION**

(insert legal description for easement area)

ATTACHMENT B

EXHIBIT C
EASEMENT DIAGRAM

(insert map diagram depicting easement)