

Key Peninsula Metropolitan Park District
Db a Key Pen Parks



Resolution No R 2018-09

**A RESOLUTION OF KEY PEN PARKS GRANTING A WASHINGTON WATER COMPANY
WATER LINE EASEMENT on PIERCE COUNTY TAX PARCELS 0122211071,
0122164001, and 0122164701**

WHEREAS, Key Pen Parks owns Pierce County tax parcels 0122211071, 0122164001, and 0122164701; and

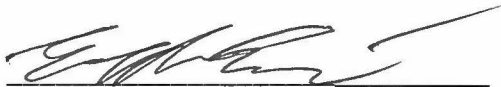
WHEREAS, Key Pen Parks Gateway Park is serviced by Washington Water; and

NOW THEREFORE, BE IT RESOLVED, the Board of Park Commissioners for Key Pen Parks hereby resolves to grant Washington Water Service a water line easement on the aforementioned parcels (attached hereto as "Minterbrook Water System Gateway Park Water Line Easement and attached Exhibit A):"

PASSED AND ADOPTED by the Board of Park Commissioners for Key Pen Parks at a regular meeting this 12th day of March 2018.


Attest:

Key Pen Parks
Board of Commissioners
Pierce County, Washington

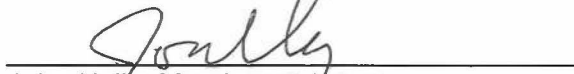


Edward Robison, President

Mark Michel, Vice President



Kip Clinton, Clerk



John Kelly, Member-at-Large



Shawn Jensen, Member-at-Large

Return to:
Engineering Department
Washington Water Service
6800 Meridian Road SE
Olympia WA 98513

Minterbrook WATER SYSTEM
GATEWAY PARK
Water Line E A S E M E N T

Grantor(s): **Key Peninsula Metropolitan Park District**
Grantee: **Washington Water Service**
Abbreviated Parcel Legal: **Portion of the NE Quarter of Section 21, the SE Quarter of Section 16,
all in Township 22, North, Range 1 East, W.M., in Pierce County, WA.**
Tax Parcel Nos.: **0122211071, 0122164001 and 0122164701**

FOR AND IN CONSIDERATION of One Dollar (\$1.00), receipt of which is hereby acknowledged, the undersigned grantor does give and grant to Washington Water Service, its heirs, successors, assigns, agents and supporting utility providers a perpetual easement that runs with the land, for ingress and egress over, under, across and upon a portion of the Grantors property, to wit:

See Attached Exhibit "A"

for the present and future construction, maintenance, use, operation, repair, and replacements of water lines, water supply facilities and related appurtenances all lying over, under, across, and/or upon said Grantors property and to conduct such work as may be necessary within that portion of the Grantors property described as follows, to wit:

That area lying within 7½ feet of a watermain and its appurtenances that have been installed and are located approximately as shown on attached Exhibit "B".

All being situated in Pierce County, Washington

The easement area shall be used by Grantee for the conveyance, distribution, storage and/or treatment of water, and the installation, operation, inspection, maintenance, repair, relocation replacement and removal of such pipes, conduits, meters, valves, fittings, boxes, vaults, hydrants and other facilities as Grantee deems necessary or convenient in connection with Grantee's business as a water utility company and for meeting public water supply regulatory requirements.

Grantor shall, at all times, provide the Grantee, its officers, employees, agents, contractors and supporting utilities free and unobstructed access for facility construction, change, repair, renewal, maintenance, use, operation, replacement, expansion or removal. Grantor reserves the right to use and

enjoy the easement area for purposes not inconsistent with rights, privileges, and responsibilities herein granted, to the extent that such use does not interfere with Grantee's use of said area as provided herein. Grantor further agrees that said easement area shall remain free and unobstructed at all times and that Grantee may cut and remove trees, brush and other vegetation and obstructions which in the opinion of the Grantee interfere with the use, enjoyment and exercise of this easement. Grantor will not perform or permit digging, tunneling or other forms of construction activity on the easement area which would substantially disturb or are likely to substantially disturb Grantee's facilities. The grants contained herein shall run with the land and are binding upon the present and all subsequent owners thereof.

The Grantor hereby further agrees to waive all damages now or hereafter occasioned or suffered on account of the construction, operation, use, maintenance and replacement of said facilities except that any property that should have occasion to be disturbed in the course of utility operations shall be restored as close as practical to its original condition or better.

Grantee shall keep the easement area free from liens and shall promptly discharge any such liens that are asserted.

Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claims, demands, losses, costs and causes of action whatsoever arising out of or related to Grantee's use of this easement and/or the exercise of any rights granted under this agreement save and except those claims, demands, losses and causes of action which are the legal responsibility of Grantor.

In the event of legal action or proceeding to enforce any of the provisions of this easement, costs and reasonable attorneys' fees shall be awarded to the prevailing party.

WITNESS _____ hand this _____ day of _____, 20____

GRANTORS



Edward Robison
Board President, Key Pen Parks

STATE OF WASHINGTON)

County of Pierce)ss

On this day personally appeared before me Edward Robison to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Edward Robison signed authorized to execute the instrument and acknowledge it as the Board President of the Key Peninsula Metropolitan Park District to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Given under my hand and official seal this 12 day of March, 2018.





Laura L. Armstrong
Notary Public in and for the State
of Washington, residing at Pierce County
My Commission Expires: June 1, 2020

EXHIBIT "A"

Tax Parcel Number: 0122164701

The southeast quarter of the southeast quarter of section 16, township 22 north, range 01 east of the W.M., in Pierce County, Washington.

Except the north 486.71 feet.

also except that portion lying northwesterly of the following described line: beginning on the south line of the north 486.71 feet of said subdivision and south 88°01'30", east a distance of 541.99 feet from the southwest corner thereof, said point of beginning being at the centerline of a creek; .thence along the creek the following courses:

South 21°34'55" West, 10.40 Feet;	Thence South 72°39'04" West, 35.55 Feet;	Thence North
68°35'09" West, 38.40 Feet;	Thence South 80°37'09" West, 28.26 Feet;	Thence North
77°29'01" West, 21.84 Feet;	Thence South 85°40'10" West, 14.44 Feet;	Thence South
36°04'37" West, 14.11 Feet;	Thence South 84°41'56" West, 35.51 Feet;	Thence South
03°53'31" East, 15.37 Feet;	Thence South 48°33'28" West, 40.47 Feet;	Thence North
70°45'11" West, 34.77 Feet;	Thence South 38°25'50" West, 25.03 Feet;	Thence South
54°09'53" West, 30.05 Feet,	Thence North 85°04'00" West, 16.03 Feet;	Thence South
60°56'05" West, 23.03 Feet;	Thence South 17°40'33" West, 32.10 Feet;	Thence South
16°33'34" East, 44.43 Feet;	Thence South 05°57'00" West, 70.99 Feet;	Thence South
26°53'19" East, 23.04 Feet;	Thence South 43°24'34" West, 26.17 Feet;	Thence South
41°17'58" East, 31.21 Feet;	Thence South 33°24'39" West, 57.29 Feet;	Thence South
04°18'22" West, 56.97 Feet;	Thence South 56°16'40" West, 57.22 Feet;	Thence South
66°59'34" West, 35.04 Feet;	Thence South 37°55'19" West, 32.54 Feet;	Thence South
72°22'03" West, 9.31 Feet to the North line of Pierce County short plat recorded under A.F.N.		

8405310235; thence leaving said creek, along said North line North 87°51'00" West a distance of 104.03 Feet to the Northwest corner said short plat and the terminus of the described line.

Also except the south 35 feet for Gig Harbor - Longbranch County Road

Also except a strip of land 20 Feet in width conveyed to the City of Tacoma by deed recorded under recording number 676571 along the north line of Gig Harbor - Longbranch County Road; and also except the West 570 Feet of the South 440 Feet thereof.

(Continued on Page 5)

Tax Parcel Number: 0122164001

A strip of land 20 feet in width extending along and abutting upon the north side of the Gig Harbor - Long Branch County Road, and entirely across the southerly portion of the Southeast Quarter of the Southeast Quarter of Section 16, Township 22 North, Range 1 East, W. M., in Pierce County, Washington.

Together with the following:

A strip of land 20 Feet in width extending along and abutting upon the north side of the Gig Harbor - Long Branch County Road, and entirely across the southerly portion of the Southwest Quarter of the Southwest Quarter of Section 15, Township 22 North, Range 1 East, W.M., in Pierce County, Washington.

Situated in the county of Pierce, State of Washington.

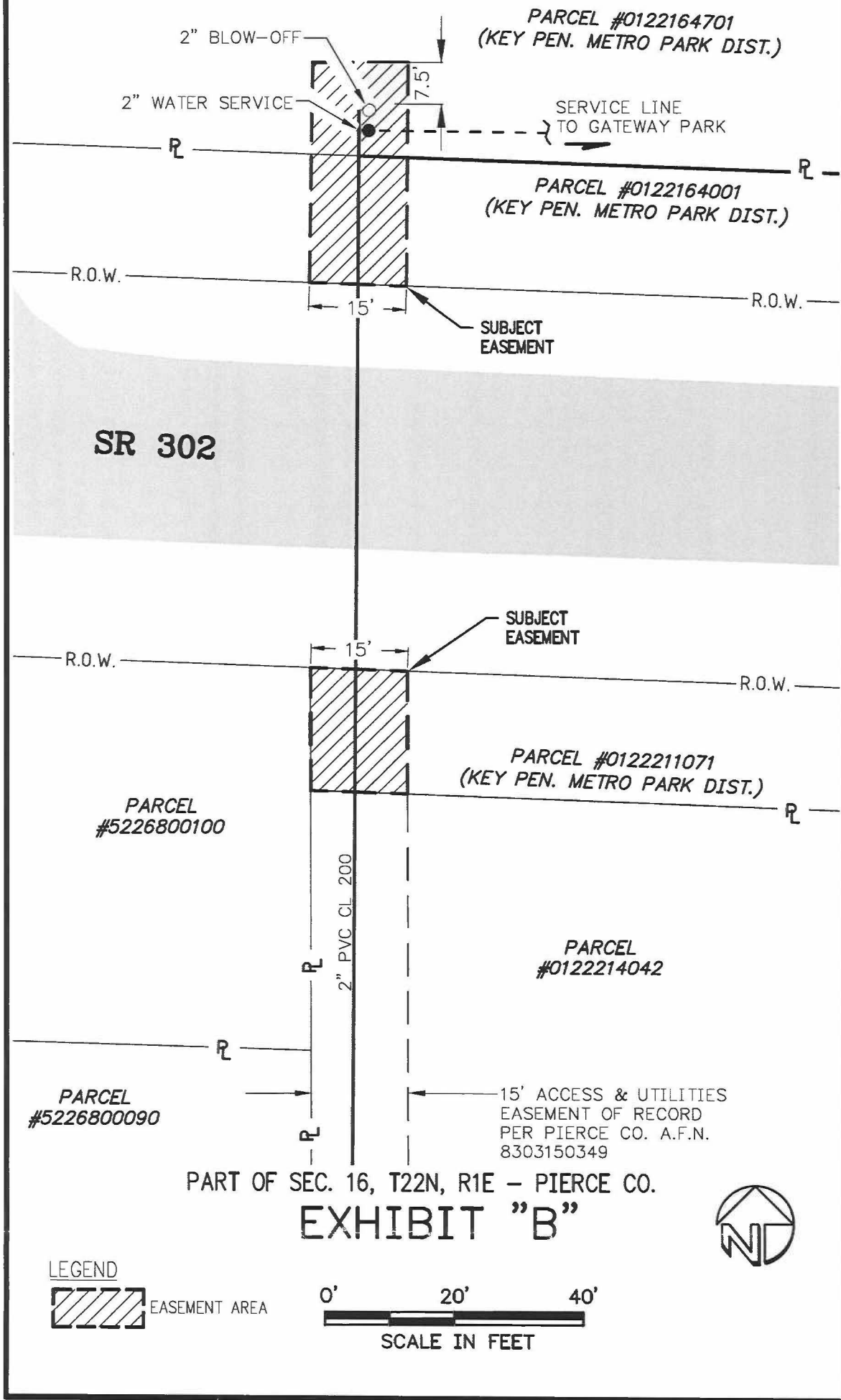
Also known as revised Parcel "A" of that Boundary Line Adjustment, recorded December 19, 2017 under Auditor's file number 201712195005, records of Pierce County, Washington.

Tax Parcel Number: 0122211071

That certain tract conveyed to the City of Tacoma by warranty deed dated May 25, 1923 and recorded July 23, 1923 under auditor's file number 676573, records of Pierce County, Washington.

Situated in the County of Pierce, State of Washington.

MINTERBROOK WATER SYSTEM WATER LINE EASEMENT



PART OF SEC. 16, T22N, R1E - PIERCE CO.

EXHIBIT "B"

LEGEND

EASEMENT AREA

