

RESOLUTION R-4826

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND PROVIDING AN EASEMENT TO PUGET SOUND ENERGY FOR EXISTING INFRASTRUCTURE.

WHEREAS, Puget Sound Energy (PSE) has existing infrastructure within City property for which it is unable to locate an easement; and

WHEREAS, a developer has applied to PSE to connect to this infrastructure from the developers property which abuts the proposed easement area; and

WHEREAS, PSE wants to obtain or confirm it has an easement for this area before allowing the developer to connect to the infrastructure,

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Easement to PSE substantially similar to that easement attached hereto.

Passed by majority vote of the Kirkland City Council in open meeting this 3rd day of August, 2010.

Signed in authentication thereof this 3rd day of August, 2010.

  
MAYOR

Attest:

  
City Clerk

**RETURN ADDRESS:**  
**Puget Sound Energy, Inc.**  
**Attn: R/W Department (C. Biggs)**  
**PO Box 90868 / EST-06W**  
**Bellevue, Washington 98009**

**EASEMENT**

REFERENCE #:  
GRANTOR: **CITY OF KIRKLAND, A Municipal Corporation**  
GRANTEE: **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **Portion of SE ¼ Section 06; Twp. 25N; Range 05E**  
ASSESSOR'S PROPERTY TAX PARCEL: **Pt-062505-9031**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CITY OF KIRKLAND** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in **KING** County, Washington:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:  
An Easement Area 10 feet in width having 5 feet of such width on each side of a centerline described as follows:

**THE CENTERLINE OF GRANTEE’S FACILITIES AS CONSTRUCTED, TO BE CONSTRUCTED,  
WITHIN THE SOUTH HALF OF THE ABOVE DESCRIBED REAL PROPERTY.  
RELOCATION OR EXTENSION ALLOWED WITH MUTUAL WRITTEN CONSENT.**

**1. Purpose.** Grantee shall have the right to use the easement area to construct, operate, maintain, repair, replace, improve, remove, enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

**2. Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

**4. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**5. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

**6. Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

GRANTOR:

**CITY OF KIRKLAND, A Municipal Corporation**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

STATE OF WASHINGTON)

COUNTY OF ) SS  
 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person(s) who signed as \_\_\_\_\_, of **CITY OF KIRKLAND**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be \_\_\_\_\_ free and voluntary act and deed and the free and voluntary act and deed of **CITY OF KIRKLAND** for the uses and purposes therein mentioned; and on oath stated that \_\_\_\_\_ was authorized to execute the said instrument on behalf of said **CITY OF KIRKLAND**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of  
Washington, residing at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

**EXHIBIT “A”**

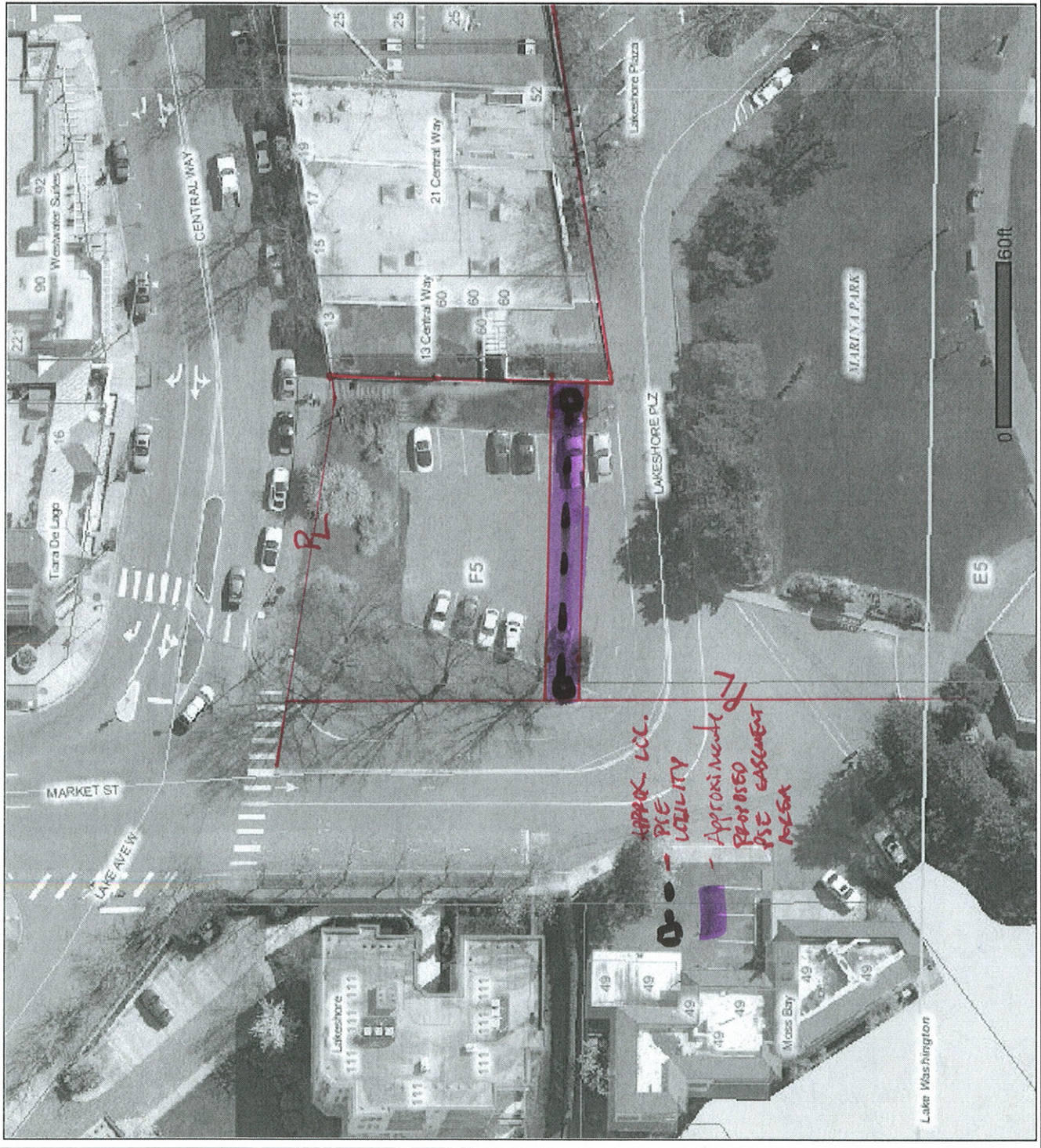
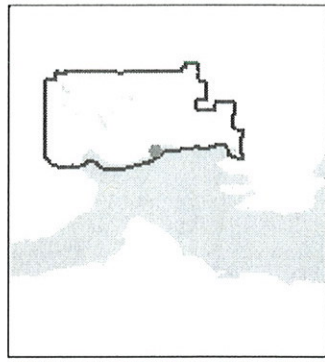
**A TRACT OF LAND IN FRONT OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE NORTH MARGIN OF THE KING COUNTY FERRY SLIP, 489.32 FEET SOUTHWESTERLY FROM THE WESTERLY MARGIN OF AN ALLEY CONVEYED TO THE CITY OF KIRKLAND BY DEED RECORDED UNDER RECORDING No. 1871538; THENCE NORTH 03°13'45” WEST 506.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 77°51'15” TO THE EAST MARGIN OF MARKET ST.; THENCE ALONG SAID MARGIN TO THE INTERSECTION WITH THE SOUTHERLY MARGIN OF CENTRAL WAY; THENCE ALONG THE SOUTHERLY MARGIN OF CENTRAL WAY SOUTH 84°18'45” EAST 111.31 FEET; THENCE NORTH 77°51'15” EAST 38.69 FEET; THENCE SOUTHERLY TO THE TRUE POINT OF BEGINNING.**

**EXCEPT THE EASTERLY 30 FEET THEREOF.**

**SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.**





Approximate  
Scale 1:677  
1 in = 56 ft

Produced by the City of Kirkland. (c) 2009, the City of Kirkland, all rights reserved. No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.