

RESOLUTION R-4964

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE NORTSHORE UTILITY DISTRICT AND GRANTING THE NORTSHORE UTILITY DISTRICT A PERMANENT FACILITIES EASEMENT.

WHEREAS, the City of Kirkland (City) recently purchased Tract B of Inglemoor Highlands according to the plat thereof recorded in Volume 104, pages 80-82, records of King County, Washington (Property); and

WHEREAS, the Northshore Utility District (District) operates a lift station within an existing easement from King County on the Property; and

WHEREAS, the District desires to acquire additional easements over the Property as needed in the future and the City is willing to grant such easements upon consideration received pursuant to an Interlocal Agreement; and

WHEREAS, the City and the District are authorized to enter into Interlocal Agreements pursuant to RCW Chapter 39.34;

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 Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement for Facilities Easements," and includes the grant of a permanent facilities easement to the District.

Passed by majority vote of the Kirkland City Council in open meeting this 19th day of February, 2013.

Signed in authentication thereof this 19th day of February, 2013.


MAYOR

Attest:


City Clerk

Interlocal Agreement for Facilities Easement

THIS AGREEMENT is made this _____ day of February, 2013, between the **NORTHSHORE UTILITY DISTRICT**, a municipal corporation in King County, Washington ("District") and the **CITY OF KIRKLAND**, a municipal corporation in King County, Washington ("City").

RECITALS

(A). City owns certain real property in the Inglemoor neighborhood of City with a King County tax lot number of 3574802030 ("Property") and is legally described in King County records as:

Tract B Inglemoor Highlands According to the Plat Thereof
Recorded in Volume 104, Pages 80-82 Inclusive, Records of King
County, Washington.

(B). District operates a public water distribution system and a public sanitary sewer system for an area including a portion of City and all of Property.

(C). One of District's facilities (Lift Station 14) is located within an easement on Property under King County recording number 20061012000736 ("Existing Easement").

(D). District desires to acquire an additional easement within Property for the possible future development of its systems.

(E). City is willing to grant such additional easement to District under certain conditions.

AGREEMENT

Now therefore, in consideration of the terms and conditions contained herein, the parties agree as follows:

- (1). District shall pay City Four Thousand dollars (\$4,000.00) within sixty days upon the execution of this Agreement.
- (2). With this Agreement, City grants District a blanket easement over all of Property for existing water and/or sewer facilities and for the construction and installation of any future water and/or sewer facilities. If District plans to install such I facilities within Property, it shall notify City in writing identifying the size and location of necessary easements. City agrees to grant such requested easement so long as it does not interfere with any then existing use of Property by City or any planned use. The aforementioned blanket easement shall then be replaced by new easements of such necessary size and location, substantially in the form as shown in Exhibit "A", which is incorporated herein by this reference.
- (3). This Agreement shall have no effect on Existing Easement.
- (4). This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (5). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both parties.

(6). A copy of this Agreement shall be filed with the City Clerk and the King County Recorder's Office.

CITY OF KIRKLAND

NORTHSHORE UTILITY DISTRICT

Print Name: _____
Print Title: _____

By Fanny Yee, its General Manager

STATE OF WASHINGTON)
)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged that as the _____ of City of Kirkland to be the free and voluntary act of the City for the uses and purposes intended.

Signature
Date Signed: _____
Print Name: _____
Notary Public in and for the State of Washington
Commission Expires: _____

STATE OF WASHINGTON)
)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged that as the General Manager of Northshore Utility District to be the free and voluntary act of the district for the uses and purposes intended.

Signature
Date Signed: _____
Print Name: _____
Notary Public in and for the State of Washington
Commission Expires: _____

SEWER AND/OR WATER EASEMENT

THIS INSTRUMENT is made this ____ day of _____, 20____ by and the City of Kirkland, ("Grantor"), and NORTHSHORE UTILITY DISTRICT, a municipal corporation of King County, Washington, ("Grantee".)

1. For and in consideration of value paid by Grantee, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual easement for sewer and/or water lines with necessary appurtenances over, across, along, in, upon, under and through, the following described real property in King County, Washington, more particularly described as follows ("Real Property"):

King County tax lot number of 3574802030 and legally described as:
Tract B Inglemoor Highlands According to the Plat Thereof Recorded in Volume 104, Pages 80-82 Inclusive, Records of King County, Washington.

2. This Easement consists of all that portion of Real Property described as follows ("Easement"):

[Empty rectangular box for Easement description]

3. Grantor does further convey and grant to Grantee a temporary construction easement for all purposes during the construction of said sewer and/or water lines with necessary appurtenances over, across, along, in, upon, under and thorough Real Property, together with the right of ingress to and egress from Real Property for the foregoing purposes. Said temporary construction easement to commence on the date of this instrument and to terminate at such time the sewer and/or water lines and appurtenances have been accepted for maintenance and operation by Grantee. The legal description of the temporary construction easement is as follows:

[Empty rectangular box for temporary construction easement description]

4. Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon Real Property for the purpose of installing, constructing, operation, maintaining, repairing, altering, making connections or reconstructing said sewer and/or water lines and appurtenances, without incurring any legal obligation or liability therefor; provided that if the area within Easement is disturbed by such installation, constructing, operating, maintaining, repairing, altering, making connections or reconstruction of said sewer lines and appurtenances, Grantee shall restore the same to a condition equal to or better than the condition prior to construction.

5. Grantor shall retain the right to use the surface of Easement, so long as such use does not interfere with the installation, construction, operation, maintenance, repair, alteration, connection to or reconstruction of said sewer and/or water lines and appurtenances. Grantor, Grantor's heirs, successors and assigns shall not place or have placed upon Easement used for such infrastructure obstructions such as a building(s)/structure(s) of a permanent nature, building/structure overhangs, rockeries, retaining walls, trees or shrubs.
6. Grantee shall indemnify, defend and hold harmless Grantor, Grantor's heirs, successors and assigns from any and all claims for injuries and/or damages suffered by any person which may be caused by exercise of the rights herein granted, provided, that Grantee shall not be responsible for any injuries and/or damages to any person caused by Grantor.
7. Easement and the covenants herein shall be equitable servitudes or covenants running with Real Property and shall be binding upon the successors, heirs, and assigns of both parties hereto.
8. Grantor warrants that Grantor has clear title to Real Property and Easement and warrants Grantee title to, and quiet enjoyment of, Easement conveyed herein.
9. If either party is required to bring legal action to enforce or enjoin the covenants and rights granted by the Easement, the prevailing party shall have the right to recover all attorney's fees, witness fees and expense associated with the legal pursuit of these rights, whether in mediation or arbitration, at trial and on appeal, and in any bankruptcy proceeding.

CITY OF KIRKLAND

 Print Name: _____
 Print Title: _____

STATE OF WASHINGTON)
)
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged that as the _____ of City of Kirkland to be the free and voluntary act of the City for the uses and purposes intended.

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