

RESOLUTION R-4976

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN EASEMENT ON CITY PROPERTY TO PROVIDE FOR ELECTRICAL SERVICE BY PUGET SOUND ENERGY TO THE FUTURE PUBLIC SAFETY BUILDING.

WHEREAS, Puget Sound Energy (PSE) has requested that the City grant an easement for underground electrical facilities on City-owned property that will serve the City's Public Safety Building; and

WHEREAS, recognizing that any specific plan of installation will be subject to City and State environmental and construction regulations, the Council finds that granting the easement is in the public interest.

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 as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this 7th day of May, 2013.

Signed in authentication thereof this 7th day of May, 2013.


MAYOR

Attest:


City Clerk

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

EASEMENT

REFERENCE #:
GRANTOR: THE CITY OF KIRKLAND, a Washington municipal Corporation
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: LOT 1 & TRACT X, CITY OF KIRKLAND SP NO. SS-90-29, REC. NO. 9104169001
ASSESSOR'S PROPERTY TAX PARCEL: 620930-0010

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, THE CITY OF KIRKLAND, a Washington municipal Corporation ("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:

LOT 1 AND TRACT X, CITY OF KIRKLAND (TOTEM HILL PLAZA) SHORT PLAT NUMBER SS-90-29, RECORDED UNDER RECORDING NUMBER 9104169001, RECORDS OF KING COUNTY, WASHINGTON.

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 TEN (10) feet in width having FIVE (5) feet of such width on each side of a centerline described as follows:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

1. **Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and 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 _____, 2013.

GRANTOR:

THE CITY OF KIRKLAND

BY: _____

ITS: _____

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 2013, 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 **THE CITY OF KIRKLAND**, the Washington 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 said Washington municipal Corporation for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said Washington municipal Corporation.

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: _____

Notary seal, text and all notations must be inside 1" margins