

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO SET, ERECT, CONSTRUCT, SUPPORT, ATTACH, CONNECT AND STRETCH FACILITIES BETWEEN, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF ENERGY FOR POWER, HEAT, LIGHT AND ANY OTHER PURPOSE FOR WHICH ENERGY CAN BE USED; AND TO CHARGE AND COLLECT TOLLS, RATES AND COMPENSATION FOR SUCH ENERGY AND SUCH USES.

Be it ordained by the City Council of the City of Kirkland as follows:

Section 1. Definitions. Where used in this franchise (the "Franchise") these terms have the following meanings:

(a) "Puget" means Puget Sound Energy, Inc., a Washington corporation, and its respective successors and assigns.

(b) "City" means the City of Kirkland, a municipal corporation of the State of Washington, and its respective successors and assigns.

(c) "Franchise Area" means: any, every and all of the roads, streets, avenues, alleys and highways of the City, together with City-owned general utility easements abutting and appurtenant thereto, as now laid out, platted, dedicated or improved; and any, every and all such roads, streets, avenues, alleys and highways, and City-owned general utility easements abutting and appurtenant thereto, that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

(d) "Facilities" means poles (with or without crossarms and including Puget-owned illumination poles and light fixtures),

wires, lines, conduits, cables, communication and signal lines, braces, guys, anchors, vaults, duct runs, and all necessary or convenient facilities and appurtenances thereto, whether the same be located over or under ground.

(e) "Ordinance" means this Ordinance No. 3493, which sets forth the terms and conditions of this Franchise.

Section 2.. Facilities within Franchise Area.

A. The City does hereby grant to Puget the right, privilege, authority and franchise to:

(a) Set, erect, construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area for purposes of transmission, distribution and sale of energy for power, heat, light and any other purpose for which energy can be used, but only to the extent that the City has the authority to grant such right, privilege, authority and franchise to Puget; and

(b) To charge and collect tolls, rates and compensation for such energy and such uses.

B. Nothing contained in this Franchise is to be construed as granting permission to Puget to install Facilities on or to otherwise use any City-owned or leased properties outside the Franchise Area. Existing Facilities installed or maintained by Puget on public grounds and places within the City in accordance with prior franchise agreements (but which such Facilities are not within the Franchise Area as defined by this Franchise) may be maintained, repaired and operated by Puget at the location such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant

to applicable ordinances, codes, resolutions, standards and procedures.

Section 3. Non-interference of Facilities.

Puget's Facilities shall be installed and maintained within the Franchise Area in accordance with the laws of the State of Washington and so as not to (a) unreasonably interfere with the free and safe passage of pedestrian and vehicular traffic along the Franchise Area; or (b) block any route of ingress or egress for vehicular traffic to or from properties abutting the Franchise Area if such route of ingress or egress exists prior to the time said Facilities are first installed. Whenever it is necessary for Puget, in the exercise of its rights under this Franchise, to make any excavation in the Franchise Area, Puget shall, upon completion of such excavation, restore the surface of the Franchise Area, as nearly as practicable, to at least the same condition as it was in prior to such excavation. In performing such restoration work, Puget shall comply with the specifications established within the City of Kirkland Public Works Policies and Standards and in accordance with standards of general applicability imposed by the City by ordinance or administrative order appealable to any quasi-judicial authority; provided, however, if any term or condition of this Franchise and any provision of such specifications, ordinance or order are in conflict, the term or condition of this Franchise shall govern and control.

Section 4. Relocation of Facilities.

A. Whenever the City causes the grading or widening of the Franchise Area or undertakes construction of any water, sewer or storm drainage line, lighting, signalization, sidewalk improvement, pedestrian amenities, or other public street improvement (for purposes other than those described in subsection 4(B) below) and such project requires the relocation of Puget's then existing Facilities within the Franchise Area, the City shall:

(a) Provide Puget, within a reasonable time but in no event less than 30 days prior to the commencement of such

project, written notice that a project is expected to require relocation; and

(b) Provide Puget with reasonable plans and specifications for such project.

After receipt of such notice and such plans and specifications, Puget shall relocate such Facilities within the Franchise Area at no charge to the City so as to accommodate such street improvement project. If the City requires the subsequent relocation of any Facilities within five years from the date of relocation of such Facilities pursuant to this Section 4(A), the City shall bear the entire cost of subsequent relocation.

B. Whenever any person or entity, other than the City, requires the relocation of Puget's Facilities to accommodate the work of such person or entity within the Franchise Area; or, whenever the City requires the relocation of Puget's Facilities within the Franchise Area for the benefit of any person or entity other than the City, then Puget shall have the right as a condition of such relocation to require such person or entity to:

(a) make payment to Puget, at a time and upon terms acceptable to Puget, for any and all costs and expense incurred by Puget in the relocation of Puget's Facilities; and

(b) indemnify and save Puget harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the relocation of Puget's Facilities, to the extent such injury or damage is caused by the negligence of the person or entity requesting the relocation of Puget's Facilities or other negligence of the agents, servants or employees of the person or entity requesting the relocation of Puget's Facilities.

C. Any condition or requirement imposed by the City upon any person or entity (including, without limitation, any condition or requirement imposed pursuant to any contract or

in conjunction with approvals or permits for zoning, land use, construction or development) which necessitates the relocation of Puget's Facilities within the Franchise Area shall be subject to the provisions of subsection 4(B). However, in the event the City reasonably determines (and promptly notifies Puget in writing of such determination) that the primary purpose of imposing such condition or requirement upon such person or entity which necessitates such relocation is to cause the construction of any public street improvement (as described in subsection 4(A) above) on the City's behalf and in a manner consistent with City-approved improvement plans within a segment of the Franchise Area then Puget shall require only those costs and expenses incurred by Puget in integrating and connecting such relocated Facilities with Puget's other Facilities to be paid to Puget by such person or entity, and Puget shall otherwise relocate its Facilities within such segment of the Franchise Area in accordance with the provisions of subsection 4(A) above.

D. This Section 4 shall govern all relocations of Puget's Facilities required in accordance with this Franchise. Any required relocation of Puget's Facilities which also involves a conversion of above-ground Facilities to underground Facilities shall, as to those Facilities being converted from above-ground Facilities to underground Facilities, be arranged and accomplished in accordance with Section 11. Nothing in this Section 4 shall require Puget to bear any cost or expense in connection with the location or relocation of any Facilities existing under benefit of easement or other rights not arising under this Franchise.

Section 5. Indemnification.

A. Puget shall indemnify, defend and hold the City, its agents, officers, employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including reasonable costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in

whole or in part, the wrongful misconduct or tortious acts of, or negligence, to the extent of the negligence of, Puget or its agents, servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Puget in this Franchise. Provided, however, such indemnification shall not extend to any injury, sickness, death or damage to persons or property to the extent caused by the negligence of the City, its agents, contractors, subcontractors, officers, employees, volunteers or assigns.

B. In the event any such claim or demand be presented to or filed with the City, the City shall promptly notify Puget thereof, and Puget shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand, provided further, that in the event any suit or action be begun against the City based upon any such claim or demand, the City shall likewise promptly notify Puget thereof, and Puget shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

Section 6. Moving Buildings Within the Franchise Area. Before granting permission to any person or entity (other than the City) to use the Franchise Area for the moving or the removal of any building or other object, the City shall require such person or entity to make any necessary arrangements with Puget for the temporary adjustment of Puget's wires to accommodate the moving or removal of such building or other object. Such necessary arrangements with Puget shall be made, to Puget's satisfaction, not less than fourteen (14) days prior to the moving or removal of said building or other object. In such event, Puget shall, at the expense of the person or entity desiring to move or remove such building or other object, adjust any of its wires which may obstruct the moving or removal of such building or other object, provided that:

(a) The moving or removal of such building or other object which necessitates the adjustment of wires shall be done at a

reasonable time and in a reasonable manner so as not to unreasonably interfere with Puget's business;

(b) Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route which will minimize the interruption of utility service, interference with transportation and potential detriments to the public safety, as reasonably determined by the City.

(c) The person or entity (other than the City) obtaining such permission from the City to move or remove such building or other object shall be required to indemnify and save Puget harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person or entity moving or removing such building or other object or the negligence of the agents, servants or employees of the person or entity moving such building or other object.

Section 7. Default. If Puget shall fail to comply with any of the provisions of this Franchise, unless otherwise provided for herein, the City may serve upon Puget a written order to so comply within thirty (30) days from the date such order is received by Puget. If Puget is not in compliance with this Franchise after expiration of said thirty (30) day period, the City may:

(a) take action specifically required to correct the noncompliance and may charge the reasonable costs and expenses of such action to Puget, and/or

(b) thirty (30) days after again notifying Puget in writing of the specific noncompliance that has not been corrected, restrict, by ordinance, all right-of-way

use permits until the noncompliance has been corrected, and/or

(c) by ordinance, declare an immediate forfeiture of this Franchise,

provided, however, if any failure to comply with this Franchise by Puget cannot be corrected with due diligence within said thirty (30) day period (Puget's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which Puget may so comply shall be extended for such time as may be reasonably necessary and so long as Puget commences promptly and diligently to effect such compliance. Notwithstanding the foregoing, the City may take the action specified in (a) above without the thirty (30) day notice in case of an emergency.

Section 8. Nonexclusive Franchise. This franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area which do not interfere with Puget's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 9. Franchise Term. This Franchise is and shall remain in full force and effect for a period of fifteen (15) years from and after the effective date of the Ordinance, provided that the term may be extended for an additional five (5) years upon the agreement of Puget and the City; and provided further, however, Puget shall have no rights under this Franchise nor shall Puget be bound by the terms and conditions of this Franchise unless Puget shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of this Franchise, in a form acceptable to the City Attorney.

Section 10. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by

this Franchise and all other applicable ordinances and codes of the City of Kirkland, as they now exist or may hereafter be amended. Nothing in this ordinance limits the City's lawful power to exercise its police power to protect the safety and welfare of the general public. Any location, relocation, erection or excavation by Puget shall be performed by Puget in accordance with applicable federal, state and city rules and regulations, including the City Public Works Policies and Standard Plans, and any required permits, licenses or fees, and applicable safety standards then in effect. Notwithstanding anything in this Section 10 to the contrary, if any term or condition of this Franchise and any term, condition or other provision of any ordinance, code, rule, regulation, standard, plan, permit, or license fee of the City are in conflict, the term or condition of this Franchise will govern and control.

B. Upon written inquiry, Puget shall provide a specific reference to either the federal, state, or local law or the W.U.T.C. order or action establishing a basis for Puget's actions related to a specific franchise issue.

Section 11. Undergrounding.

This Franchise is subject to applicable City of Kirkland requirements and ordinances relating to undergrounding of overhead utility lines, to the extent such requirements and ordinances are consistent with and do not conflict with the terms and conditions of this Franchise. Any increased cost, due to undergrounding which is required by the City of Kirkland, may be collected by Puget in accordance with applicable law (including, but not limited to, applicable rates and tariffs on file with the Washington Utilities and Transportation Commission ("WUTC") or its successor, and subject to City of Kirkland requirements and ordinances, if they are applicable).

A. During the term of this Franchise, any new extension of existing Facilities (of 15,000 volts or less) within the Franchise Area shall be installed underground, unless the City, in writing, authorizes the extension to be

installed overhead. All undergrounding pursuant to this Section 11(A) shall be arranged and accomplished subject to and in accordance with applicable law, including, but not limited to, applicable rates and tariffs on file with the WUTC or its successor, and subject to any limitations imposed by such laws with respect to the allocation of the costs with respect thereto.

B. The City may, by written notice to Puget, direct that Puget convert existing overhead Facilities (of 15,000 volts or less) within the Franchise Area to underground Facilities at such locations within the Franchise Area and at such times as may be specified by the City after consultation with Puget. All undergrounding pursuant to this Section 11(B) shall be arranged and accomplished subject to and in accordance with applicable law (including, but not limited to, applicable rates and tariffs on file with the Washington Utilities and Transportation Commission ("WUTC") or its successor) and subject to any limitations imposed by such law with respect to the allocation of the costs with respect thereto. In the event that the City directs that Puget convert Facilities to underground Facilities pursuant to this Section 11(B) in conjunction with a project which falls within the scope of Section 4, "Relocation of Facilities," then any actual relocation costs avoided by Puget as a result of the City's direction to underground shall be credited to costs (if any) to be borne by the City in connection with such conversion; provided, however, such credit shall be so applied only if such actual relocation costs avoided have not otherwise been accounted for in the rate or tariff applicable to such conversion.

C. If, during the term of this Franchise, there shall occur a change in applicable law (such as, by way of illustration, the abolition of the WUTC or its successor) and such change in applicable law shall allow the City to direct Puget to convert to underground Facilities within the Franchise Area without another agency having preemptive regulatory jurisdiction over the allocation of costs associated with such conversion, then this Section 11(C) shall control in case of conflict with other

provisions of this Franchise. In such event, the City may direct Puget to convert specific Facilities within the Franchise Area to underground Facilities within the Franchise Area and Puget shall accomplish such conversion in accordance with applicable City regulations as to the cost to be charged to the City, if any.

Section 12. Tree Trimming. WAC 296-44-31719 states that "[t]rees which may interfere with ungrounded supply conductors should be trimmed or removed." Puget shall coordinate its routine vegetation management activities with the City. However, such obligation to coordinate shall not limit Puget's right under this Franchise to cut, trim or otherwise remove vegetation at any time within the Franchise Area which, due to proximity to Puget's Facilities, poses an imminent threat to public safety.

Section 13. Record of Installations and Service.

A. To the extent such requests are limited to specific Facilities at a given location within the Franchise Area, Puget shall provide the City, upon the City's reasonable request, copies of available drawings in use by Puget showing the location of such Facilities. As to any such drawings so provided, Puget does not warrant the accuracy thereof and to the extent the location of Facilities are shown, such Facilities are shown in their approximate location. Nothing in this Subsection 13(A) shall release (or be construed to release) either Puget or the City from their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (or any other law applicable to determining the location of utility facilities).

B. Upon written request of the City, Puget shall provide the City with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall be for informational purposes only and shall not obligate Puget to undertake any specific improvements within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

Section 14. City Use of Poles and Facilities.

A. During the term of this Franchise, the City shall have the right, subject to such reasonable rules and regulations as may be prescribed by Puget and subject to the limitations prescribed by RCW 70.54.090 or any other applicable law, to post City signs on Puget's utility poles within the Franchise Area.

B. During the term of this Franchise, and with respect to poles which are Facilities and which are (a) wholly owned by Puget and (b) within the Franchise Area, the City, subject to Puget's prior written consent, which may not be unreasonably withheld, may install and maintain City owned overhead wires upon such poles for police, fire and other noncommercial communications purposes, subject to the following:

(a) Such installation and maintenance shall be done by the City at its sole risk and expense, in accordance with all applicable laws, and subject to such reasonable requirements as Puget may specify from time to time (including, without limitation, requirements accommodating Facilities or the facilities of other parties having the right to use the Facilities);

(b) Puget shall have no obligation under the indemnification provisions of the Franchise, or arising under the purview of such provisions, in connection with any City-owned wires so installed and maintained.

(c) Puget shall not charge the City a fee for the use of such poles in accordance with this Section 14 as a means of deriving revenue therefrom; provided, however, nothing herein shall require Puget to bear any cost or expense in connection with such installation and maintenance by the City.

Section 15. Shared Use of Excavations.

A. Puget and the City shall each exercise best efforts to coordinate construction work

either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Area informed of its intent to undertake such construction work. Puget and the City shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. If at any time, or from time to time, either Puget or the City shall cause excavations to be made within the Franchise Area, the party causing such excavation to be made shall afford the other party and any other franchisee, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(a) Such joint use shall not unreasonably delay the work of the party causing the excavation to be made; and

(b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties.

The parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

C. The City reserves the right to not allow open trenching for a period of five (5) years following completion of a street overlay or resurfacing project where such open trenching would disturb the surface of the Franchise Area at the location of such street overlay or resurfacing project; provided that:

(a) Puget shall be given written notice at least ninety (90) days prior to the commencement of the street overlay or resurfacing project; and

(b) If Puget proposes open trenching prior to the expiration of such five (5) year period, and no feasible alternative exists, Puget will be allowed to undertake the open trenching upon the condition that

it provide a full street overlay along the length of the trenching in accordance with the City of Kirkland Public Works Standards and Procedures; and

(c) Any required open trenching due to an emergency will not be subject to the five (5) year street trenching moratorium.

D. The City reserves the right, subject to subsections 15(B)(a) and (b) above, to require Puget to joint trench with other franchisees if Puget and such other franchisees are anticipating trenching at the same location within the Franchise Area.

Section 16. Insurance.

A. Puget shall maintain in full force and effect throughout the term of this Franchise, a minimum of Two Million Dollars (\$2,000,000.00) liability insurance for property damage and bodily injury.

B. The City shall be named as an additional insured on any policy of liability insurance obtained by Puget for the purpose of complying with the requirements of this section if and to the extent that:

(a) Puget's insurance carrier is willing to name the City as an additional insured without prejudice, in any way, to the rights and coverages afforded Puget by such policy of insurance;

(b) Naming the City as an additional insured on such policy of insurance does not cause the cost to Puget of maintaining such insurance to be increased.

C. In satisfying the insurance requirements set forth in this Section 17, Puget may self-insure against such risks in such amounts as are consistent with good utility practice. Puget shall provide the City with sufficient written evidence, upon request, that such insurance (or self-insurance) is being so maintained by Puget. Such written evidence shall include, to the extent available from Puget's insurance carrier, a written certificate of insurance with respect to any insurance

maintained by Puget in compliance with this Section.

Section 17. Tariff Changes. If Puget shall file, pursuant to Chapter 80.28 RCW, with the Washington Utilities and Transportation Commission (or its successor) any tariff affecting the City's rights arising under this Franchise, Puget shall give the City Clerk written notice thereof within five (5) days of the date of such filing.

Section 18. Assignment. Puget, and its successors and assigns, may not assign this Franchise without the written consent of the City, which consent shall not be unreasonably withheld, and until the City has approved the terms of the assignment, but if such consent is given and the Franchise is assigned, such assignment shall be binding upon Puget's successors and assigns, and a copy of the assignment shall be filed with the City Clerk. Notwithstanding the foregoing, the City hereby consents to Puget's mortgage of its rights, benefits and privileges in and under this Franchise to the Trustee for its bondholders.

Section 19. Miscellaneous.

A. If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

B. There may be imposed upon Puget by the City a fee or charge to recover the actual administrative expenses incurred by the City which are directly related to receiving and approving this Franchise. Nothing herein shall preclude the City from recovering any administrative costs incurred by the City in the approval of permits or in the supervision, inspection or examination of all work by Puget in the Franchise Area as prescribed in accordance with applicable ordinances or laws.

C. This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by Puget of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(a) references this Franchise; and

(b) states that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.


D. This Franchise is subject to the provisions of any applicable tariff now or hereafter on file with the Washington Utilities and Transportation Commission or its successor. In the event of any conflict of inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control.

Section 20. Effective Date. This Ordinance, being in compliance with RCW 35A.47.040, shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017 Kirkland Municipal Code in the summary form attached to the original of this Ordinance


and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 19th day of May, 1998.

Signed in authentication thereof this 19th day of May, 1998.


MAYOR

Attest:


City Clerk

Approved as to Form:


City Attorney

ACCEPTANCE OF FRANCHISE
Ordinance No. 3493

WHEREAS, the City Council of the City of Kirkland, Washington, on the 19th day of May, 1998, passed Ordinance No. 3493, granting to Puget Sound Energy, Inc., a Washington corporation, a franchise to construct, operate and maintain facilities within the public right of way within the City for the transmission and distribution and sale of energy; and

WHEREAS, the Grantee has received a copy of Ordinance No. 3493; and

WHEREAS, the franchise is not effective until accepted by the Grantee;

NOW, THEREFORE, Puget Sound Energy, Inc., for itself and its successors and assigns, hereby accepts said Franchise and all the terms and conditions hereof, and files this, its written acceptance, with the City of Kirkland, Washington.

IN WITNESS WHEREOF, the Grantee has caused its name to be hereunto subscribed, its corporate seal to be hereto attached, and these presents to be executed and delivered for and in its behalf by its proper officers and agents, thereunto duly authorized, this 19th day of May, 1998.

PUGET SOUND ENERGY, INC.

By _____
Its _____

ATTEST:

Original received _____, 199____.
_____, City Clerk

PUBLICATION SUMMARY
OF ORDINANCE NO. 3493

AN ORDINANCE OF THE CITY OF KIRKLAND GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO SET, ERECT, CONSTRUCT, SUPPORT, ATTACH, CONNECT AND STRETCH FACILITIES BETWEEN, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF ENERGY FOR POWER, HEAT, LIGHT AND ANY OTHER PURPOSE FOR WHICH ENERGY CAN BE USED; AND TO CHARGE AND COLLECT TOLLS, RATES AND COMPENSATION FOR SUCH ENERGY AND SUCH USES.

SECTIONS 1 - 15. Provide for the grant to Puget Power of a franchise for its energy business for fifteen years on specified terms and conditions.

SECTIONS 16 - 19. Set forth administrative provisions for the franchise and concerning its legal effect.

SECTION 20. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its regular meeting on the 19th day of May, 1998.

I certify that the foregoing is a summary of Ordinance 3493 approved by the Kirkland City Council for summary publication.

Deputy J. Cloney
City Clerk
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