

RESOLUTION R-5600

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 DOMESTIC WATER SERVICE BY NORTSHORE UTILITY DISTRICT TO KIRKLAND RESIDENCES.

1 WHEREAS, Northshore Utility District has requested that the  
2 City grant an easement for utility lines on City-owned property that will  
3 service several Kirkland residences; and  
4

5 WHEREAS, the requested easement is minor, totaling only  
6 approximately three square feet; and  
7

8 WHEREAS, the District will pay the cost of installing the line up  
9 to the private property lines and the property owners will pay for the  
10 connection; and  
11

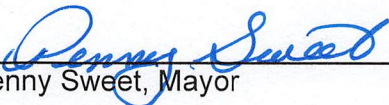
12 WHEREAS, the District will pay the City the Fair Market Value of  
13 the easement as determined by the City.  
14

15 NOW, THEREFORE, be it resolved by the City Council of the  
16 City of Kirkland as follows:  
17


18 Section 1. The City Manager is hereby authorized and directed  
19 to execute on behalf of the City of Kirkland an Easement to the  
20 Northshore Utility District substantially similar to the easement attached  
21 hereto as Exhibit A.  
22

23 Passed by majority vote of the Kirkland City Council in open  
24 meeting this 5<sup>th</sup> day of September, 2023  
25

26 Signed in authentication thereof this 5<sup>th</sup> day of September, 2023.

  
\_\_\_\_\_  
Penny Sweet, Mayor

Attest:

  
\_\_\_\_\_  
Kathi Anderson, City Clerk

**RETURN COPY TO:**

City of Kirkland  
123 3rd Avenue  
Kirkland, WA 98033

**EASEMENT**

REFERENCE #:  
GRANTOR (Owner): **CITY OF KIRKLAND**  
GRANTEE (District): **NORTHSHORE UTILITY DISTRICT**  
SHORT LEGAL: **That portion of the Northwest Quarter of the Southwest Quarter of Section 21 Township 26 North Range 5 East W.M. in King County**  
ASSESSOR'S PROPERTY TAX PARCEL: **212605-9253**

For valuable consideration in hand paid, the **CITY OF KIRKLAND** ("Grantor" or "City"), a municipal corporation of the State of Washington, hereby grants and conveys to **NORTHSHORE UTILITY DISTRICT** ("District"), a Washington special purpose municipal corporation, a nonexclusive, perpetual easement over, under, along, across, in, upon, and through a portion of the following described real property in King County, Washington ("Property"):

**SEE THE ATTACHED EXHIBIT "A"**

The Utility Easement Area is depicted in the attached **Exhibit "B."** The purpose of the easement is to bring utility service to the subject property.

The Grantor, by executing this easement, and the District, by accepting and recording this easement, do hereby mutually covenant and agree as follows:

**1. Purpose.** The purpose of this Utility Easement is to construct, install, operate, maintain, repair, replace, improve, remove, upgrade, and use a sewer service line and all connections and appurtenances thereto (the "Facility"), together with the right of reasonable ingress and egress from the Property for the foregoing purposes. The District shall promptly respond to any written inquiries from Grantor regarding the scope of any work performed in or around the Easement Area.

**2. Accessing Easement Area.** Except in the event of an emergency, the District will provide Grantor thirty (30) days' prior written notice of intent to access the Easement Area. The District's access shall not unreasonably interfere with the public recreational use of the Property. The District shall coordinate with Grantor so as to cause the minimum amount of disruption to Grantor's use of the Property.

### **3. Maintenance of Easement Area.**

A. Grantee, at its sole cost and expense, shall keep the Easement Area and the improvements in a clean and orderly condition. Grantee shall maintain and repair the Easement Area and improvements consistent with prudent maintenance standards.

B. Grantor acknowledges the need to maintain and operate District's facilities in a safe and prudent manner and that vegetation can have a detrimental effect on such facilities, including their operation and maintenance. Therefore, the District shall have the right to cut, remove, and dispose of brush, trees, or other vegetation in the Easement Area upon prior written approval of the City, which approval shall not be unreasonably withheld. This clause does not apply to emergency work.

**4. Restoration.** If the property or easement are disturbed by the District's access or use of the Property, the District will restore landscaping and the surface of the Property or Easement affected by the District's access or work as nearly as possible to the condition existing immediately prior to the commencement of the access or work. Restoration shall be performed as soon as reasonably possible after the completion of the District's work. The District will compensate the Grantor for any unrepaired damage to the Property caused by the District or its contractors.

### **5. Restrictions on Use.** Grantee shall not have the right to:

A. Erect or maintain any buildings or structures within the Easement Area; or

B. Plant trees, shrubs, or vegetation having root patterns that may cause damage to or interfere with the facilities placed within the Easement Area by the Grantor; or

C. Develop, landscape, or beautify the Easement Area in any way that would unreasonably increase the cost to the Grantor of restoring the Easement Area and any public improvements therein.

D. Grantee agrees to correct any violation of this section within 15 days of notice from Grantor. In the event Grantee fails to so correct, Grantor may correct these violations and Grantee agrees to reimburse Grantor for any expenses incurred for the correction work within 30 days of receiving demand for payment. In the event payment is not made within 45 days, or such other time as Grantor may allow, Grantor at its sole discretion may terminate this easement on 30 days' notice to Grantee, with no compensation owed to Grantee; such termination will not eliminate Grantee's obligation to reimburse Grantor.

**6. Indemnity.** The District agrees to indemnify, defend, and hold harmless the Grantor, its officials, employees, and representatives from and against any and all claims, demands, losses, damages, injuries, expenses, or liabilities of every kind and description and for any damage to or loss or destruction of property suffered by Grantor or by any persons, firms, or corporations arising from or connected with the Facilities or the District's activities in the exercise of the rights granted herein, including negligence or wrongful conduct of the District or its contractors; provided, however, that nothing herein shall apply to that portion of any such liability attributable to Grantor's negligence.

### **7. Grantee's Insurance.**

A. Grantee shall, at all times during the Term of this Easement, maintain commercial general liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000

aggregate, covering the legal liability of Grantor and Grantee against claims for bodily injury, death, or property damage occurring on, in, or about the Easement Area or elsewhere on Grantor's property if attributable to Grantee or its agents, and shall name Grantor as an additional insured under the policy.

B. The insurance shall be written by companies acceptable to the City that have a Best's rating of no less than A:VII. Every insurance policy maintained pursuant to this Section shall be primary with respect to the Grantor and shall provide that the insurer waives all rights of subrogation against a named insured and any successor to a named insured's interest in the Easement Area.

C. Grantor shall be given at least thirty (30) days' advance notice of any termination or intent to terminate or cancel any such insurance policy. Upon request, Grantee shall deliver to Grantor certificates of insurance and endorsements evidencing the insurance required to be maintained by Grantee.

D. If Grantee is a public agency, Grantee can satisfy these insurance requirements by demonstrating sufficient liability coverage through a risk pool or self insurance.

**8. Grantor's Use of Easement Area.**

A. Grantor reserves all right, title, and interest to use and enjoy the Easement Area for any purpose not inconsistent with the easement rights herein granted.

B. Grantor shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area without the District's prior written consent. Grantor covenants that it will not engage in or authorize any digging, tunneling, or other form of construction activity on the easement or on Grantor's property that would disturb or damage the Facility, unearth or undermine District's Facility, or endanger the lateral support to the Facility.

**9. Runs with the Land.** The covenants contained herein are intended to and shall run with the land and shall benefit and bind the parties and their respective successors and assigns. This easement shall be recorded with the King County Recorder's Office, shall run with the Grantor's Property, and shall be binding upon the parties and their heirs, successors in interest and assigns. Grantor covenants that they are the lawful owners of the property hereby encumbered and that they have the authority to convey such easement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR: **City of Kirkland**, a municipal corporation of the State of Washington

By (name): \_\_\_\_\_  
Beth Goldberg, Deputy City Manager

STATE OF WASHINGTON )  
COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_ of the City of Kirkland, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein set forth, and on oath stated that she/he was authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed 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

**Exhibit A**  
**To Easement Agreement**  
**Granted by the City of Kirkland**  
**To Northshore Utility District**

Property Description for Assessor's Parcel Number 212605-9253

Beginning at the Northwest corner of said section;  
Thence along the North Line thereof South 89° 17' 00" East 387.70 feet to the true point of beginning;  
Thence South 00° 07' 19" 230 feet;  
Thence North 00° 22' 00" West 230.01 feet;  
Thence South 89° 17' 00" East 1.10 feet to the true point of beginning;  
Less County Road.

**Exhibit B**

**NE 140TH STREET**

SOUTH R.O.W. LINE OF  
NE 140TH STREET

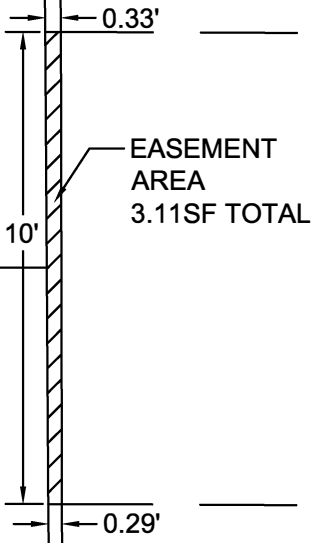
PARCEL 2126059253  
100SF TOTAL

PARCEL 2126059251

PARCEL 2126059146

148.88'

PARCEL 2126059148



EXISTING 15' EASEMENT  
RECORDING NUMBER  
20100114000354

PARCEL 2126059074

PARCEL 2126059252

PROPOSED 10'  
WATER EASEMENT

PARCEL 2126059025

