

RESOLUTION R- 3418A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, AN EASEMENT ACROSS CITY PROPERTY AT LAKE STREET SOUTH AND 10TH AVENUE SOUTH, FOR PUGET POWER VAULTS.

Whereas, the Kirkland Department of Planning and Community Development and the Kirkland Department of Public Works have both recommended to the Kirkland City Council that the City grant an easement across a therein described portion of the area known as 10th Avenue South street end park for the construction and maintenance of electric transmission and/or distribution system to benefit real property adjoining said City property, presently owned by Northstream Development Company, and also to relocate another vault off of the public right-of-way; and


Whereas, the City Council is satisfied that the granting of said easement will not interfere unreasonably with any future use of said public property and that said easement will enhance the view corridor to Lake Washington, now, therefore,

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

Section 1. The Mayor and City Clerk for the City of Kirkland are authorized and directed to sign on behalf of the City of Kirkland, that certain easement agreement across a portion of public property all as more specifically described in said easement, a copy of which is attached to the original of this Resolution, and by this reference incorporated herein.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 5th day of October, 1987.

Signed in authentication thereof this 5th day of October, 1987.


MAYOR Pro tem

ATTEST:


City Clerk

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

City of Kirkland

("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) King County, Washington.

The East 47 feet of that portion of government lots 2 and 3 and of adjacent property as conveyed by the State of Washington, in section 8, township 25 North, range 5 East, W.M. in King County, Washington described as follows: Beginning at the intersection of the Westerly line of Lake Street South as now established with the Westerly projection of the Northerly line of 10th Avenue South (formerly Commercial Street) in the plat of Harry White and Company's commercial addition to Kirkland, according to the plat recorded in volume 8 of plats, page 16, records of King County, Washington, and running thence along said Westerly projection North 88° 24' 49" West 365.4 feet thence South 1° 08' 37" West 60 feet, thence South 88° 24' 49" East 366.6 feet to the Westerly margin of Lake Street South, thence along said Westerly margin North 0° 43' 15" East 60 feet to the place of beginning.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way _____ feet in width having _____ feet of such width on each side of a center-line described as follows:

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.
2. **Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.
3. **Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.
4. **Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.
5. **Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.
6. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.
7. **Successors and Assigns.** 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 _____, 19 _____

GRANTOR

STATE OF WASHINGTON)
 SS
COUNTY OF)

On this day personally appeared before me _____
to me known to be the individual ____ described in and who executed the within and foregoing instrument, and acknowledged that
_____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19 _____

Notary Public in and for the State of Washington,
residing at _____

STATE OF WASHINGTON)
 SS
COUNTY OF)

On this day personally appeared before me _____
to me known to be the individual ____ described in and who executed the within and foregoing instrument, and acknowledged that
_____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19 _____

Notary Public in and for the State of Washington,
residing at _____

STATE OF WASHINGTON)
 SS
COUNTY OF)

On this day personally appeared before me _____
to me known to be the individual ____ described in and who executed the within and foregoing instrument, and acknowledged that
_____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19 _____

Notary Public in and for the State of Washington,
residing at _____

STATE OF WASHINGTON)
 SS
COUNTY OF)

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____, 19 _____, before me, the undersigned, personally appeared
_____ and _____
to me known to be the _____ and _____, respectively, of
_____ the corporation that executed the foregoing instrument,
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that _____ authorized to execute the said instrument and that the
seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

BTB

DATED this _____ day of _____, 19 _____

GRANTOR

STATE OF WASHINGTON)
 SS
COUNTY OF _____)

On this day personally appeared before me _____
to me known to be the individual _____ described in and who executed the within and foregoing instrument, and acknowledged that
_____ signed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19 _____

Notary Public in and for the State of Washington,
residing at _____

STATE OF WASHINGTON)
 SS
COUNTY OF KING _____)

On this _____ day of _____, 19_____, 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 municipal corporation
that executed the foregoing instrument and acknowledged the same
to be the free and voluntary act and deed of said municipal
corporation, for the uses and purposes therein mentioned, and on
oath stated that _____ is authorized to execute the said
instrument.

WITNESS my hand and official seal hereto affixed the day and
year in this certificate above written.

NOTARY PUBLIC in and for the
State of Washington, residing
at:
My commission expires: