

RESOLUTION R- 3827

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING GRANT OF EASEMENT TO SEATTLE CITY LIGHT.

Whereas, Seattle City Light has requested that the City of Kirkland grant an easement to Seattle for the future installation of transmission lines across property owned by Kirkland, and

Whereas, recognizing that any specific plan of installation would be subject to city and state environmental regulatory processes, the Council finds that granting this 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 an easement affecting closed Lake Washington Boulevard, including the causeway within Juanita Bay Park, which is substantially similar to that which is attached hereto as Exhibit A.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 20th day of July, 1993.

Signed in authentication thereof this 20th day of July, 1993.


MAYOR Pro Tem

Attest:


City Clerk
7city93\sealight\agg nmw

EASEMENT

Grantor, City of Kirkland, a municipal corporation, for good and sufficient consideration, grants and conveys to Grantee, City of Seattle, a municipal corporation, on behalf of the general public, a perpetual easement for use by Grantee for purposes of construction, installing, maintaining and operating devices for the transmission of electricity, under, over, through and across the following described property:

That portion of closed Lake Washington Boulevard, (shown on exhibit "A") which lies between its intersections with "new" 98th Avenue northeast, as it was established under King County Recording No. 7306290581, and the north and south ends of said closed Boulevard, located in the northeast quarter of Section 31, Township 26 North, Range 5 East, W.M.

Subject To The Following:

Grantee may attach devices for the transmission of electricity along the side or underside of any structure which Grantor maintains above the surface of the water or the land where the present causeway is located, provided that, Grantee's devices may be attached at a level no higher than the existing pavement and will be protected from people who may contact the side of the causeway.

Grantee may not remove or disturb any portion of the existing causeway, even temporarily, in exercising its rights herein.

Grantee shall promptly pay to Grantor the cost of any alteration, restoration and other changes or repairs to Grantor's facilities reasonably necessary due to Grantee's activities on Grantor's property.

Grantee shall at all times exercise its rights herein in accordance with all applicable statutes or rules of any public authority having jurisdiction, specifically including that designs, work, or maintenance must be in compliance with environmental regulatory processes of the City of Kirkland and the State of Washington.

During installation and maintenance of electrical transmission equipment, Grantee will minimize weight and noise of equipment used and disturbance of sensitive areas to the greatest extent consistent with standard construction and maintenance techniques.

Grantee agrees that any high voltage transmission facilities which may be located in the City of Kirkland to

the west of 124th N.E. would consist of underground steel pipe with a maximum 12 inch diameter, containing cable and cooling fluid, the exterior of which stays at ambient temperature, together with so many hatch (manhole cover) sites as are reasonably necessary for access to said underground pipe or cable.

Grantee agrees to indemnify, defend, and save harmless Grantor for any claim, real or imaginary, filed against Grantor, alleging fault on the part of Grantor or Grantee and arising out of the subject matter of this document; provided, however, that such provision shall not apply to the extent that the damage or injury claimed arises out of the fault of Grantor or its officers, agent, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

This easement shall be a covenant running with the land and shall be binding on the Grantor's successors, heirs and assigns.

GRANTOR:

CITY OF KIRKLAND

By: Terrence L. Ellis

(ACKNOWLEDGMENT)

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____, to me known to be the City Manager of the City of Kirkland, the corporation that executed the within and foregoing instrument, and he acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public in and for the State of _____, residing at _____ My
Commission Expires: _____