

RESOLUTION R -3872

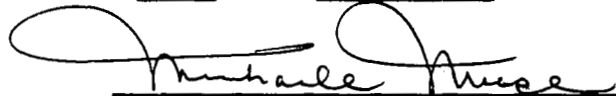
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND, AN EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM ON A PORTION OF PETER KIRK PARK, TO PROVIDE THE RIGHT TO CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE AN UNDERGROUND TRANSMISSION/DISTRIBUTION SYSTEM.

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


Section 1. The City Manager is hereby authorized to sign on behalf of the City of Kirkland, that certain agreement granting an easement on a portion of the Peter Kirk Park 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.

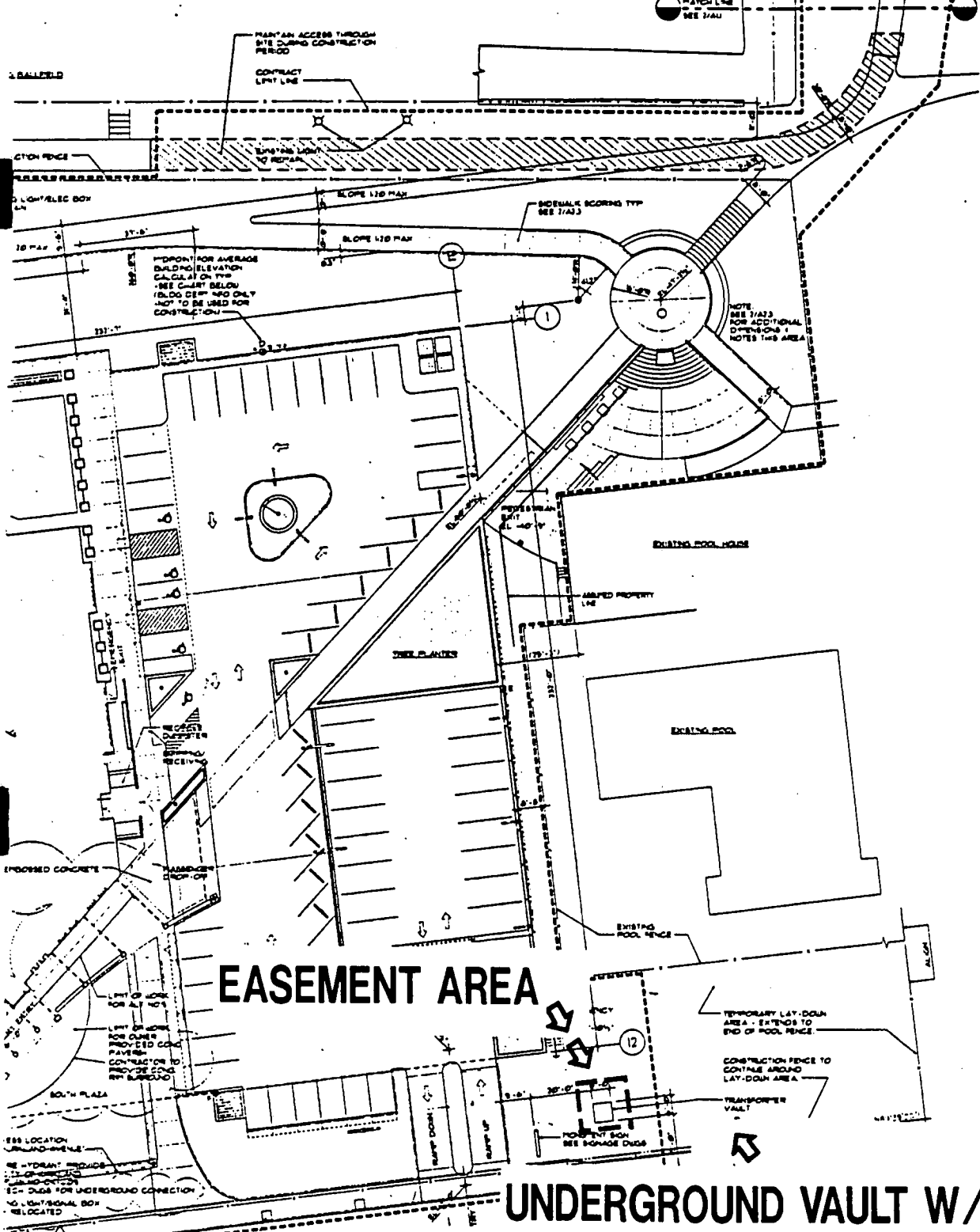
Passed by majority vote of the Kirkland City Council in regular, open meeting this 18th day of April, 1994.

Signed in authentication thereof this 19th day of April, 1994.


MAYOR Pro tem

ATTEST:


CITY CLERK



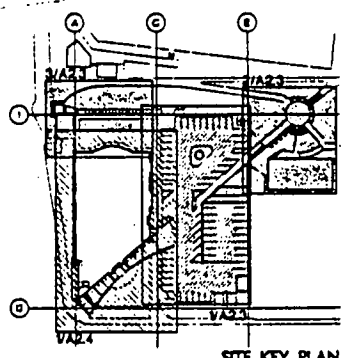
EASEMENT AREA

**UNDERGROUND VAULT W/
4'x4' PADMOUNT TRANSFORMER**

AVERAGE BUILDING ELEVATION CALCULATION

A	ELEV.	LENGTH	PRODUCT
1	40.75'	55.25'	2251.44'
2	37.75'	85.33'	3220.56'
3	33.50'	89.33'	2983.21'
4	34.75'	71.25'	2477.04'
5	41.50'	237.00'	9828.00'
6	38.00'	214.25'	8141.50'
7	44.00'	18.25'	799.00'
8	49.75'	8.67'	430.63'
TOTAL	49.75'	946.33'	35718.37'

AVERAGE BUILDING ELEVATION = 35718.33 / 946.33 = 37.74'



Revision No. _____ Date SEPTEMBER 24, 1993

REVISIONS FOR PERMIT: AUGUST 20, 1993
 REVISIONS FOR CONSTRUCTION: NOVEMBER 8, 1993
 INCLUDING ADDENDUMS FOR 1.1 AND 1.3

ZIMMER-GUNSUL-FRASCA PARTNERSHIP
 Newport Beach
 Seattle
 Portland

KIRKLAND RESOURCE LIBRARY
 and PETER KIRK MUNICIPAL PARKING GARAGE
 KING COUNTY LIBRARY SYSTEM CITY OF KIRKLAND

PLAN, SITE

REGISTERED ARCHITECT
 DANIEL J. ALBERTY
 State of Washington

Job No. 2184.02

A11

R-3872

SITE KEY PLAN

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, CITY OF KIRKLAND, a municipal corporation ("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.

Beginning at a point North 89°39'00" East along the South line of said Section 1511.50 feet and North 0°21'00" West 30 feet from the meander corner common to Sections 5 and 8 of said Township and Range, and running
 THENCE South 89°39'00" West parallel to the South line of said Section 5, a distance of 721.50 feet;
 THENCE North 00°21'00" East, a distance of 623.14 feet more or less and up to the Southerly line of Central Avenue in Kirkland Terrace, as per plat recorded in Volume 21 of Plats, Page 42, Records of King County (formerly Lake Avenue in the plat of the Town of Kirkland as per plat recorded in Volume 6 of Plats, Page 53, Records of King County);
 THENCE North 70°04'15" East along the Southerly line of said Central Avenue 141.12 feet to an angle point in said Southerly line;
 THENCE North 63°26'15" East along said Southerly line 656.01 feet more or less to a point which bears North 0°21'00" West from the POINT OF BEGINNING;
 THENCE South 0°21'00" East 960.20 feet more or less to the POINT OF BEGINNING;
 EXCEPT portion taken by King County for road purposes, situate in City of Kirkland, All in Section 5, Township 25 North, Range 5 East, W.M.

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 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 constructed or to be constructed, extended or relocated, lying within the North ten (10) feet of the South twenty (20) feet of the East 15 feet of the west 330 feet of the above described Property.

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 therefore, 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 _____, 199_____

GRANTOR

CITY OF KIRKLAND, a municipal corporation

By _____

By _____

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this _____ day of _____, 19____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of CITY OF KIRKLAND, 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 appointment expires _____