

11/17/78  
MB/vw  
8-11-472

Introduced by PAUL BARDEN  
Proposed No. 79-31

MOTION NO. 3979

1 A MOTION authorizing the County Executive to grant an  
2 easement in favor of Puget Sound Power and Light  
3 Company for the construction of a power line in County  
District Number 7.

4 WHEREAS, King County desires to have Puget Sound Power and Light  
5 Company to provide power facilities for Federal Way District Court; and

6 WHEREAS, it is necessary that an easement be granted to Puget Sound  
7 Power and Light Company to cover the Facilities to be installed upon the  
8 property owned by King County; and

9 WHEREAS, the King County Council has determined it to be in the best  
10 interest of the citizens of King County that said easement and right-of-  
11 way be granted in and for the consideration of mutual benefits.

12 NOW, THEREFORE, BE IT MOVED by the Council of King County:

13 The County Executive is hereby authorized to sign and deliver the  
14 message agreement granting to Puget Sound Power and Light Company an ease-  
15 ment and right of way, over, through, across, and upon the following de-  
16 scribed real property situated in King County:

17 That portion of the Southwest 1/4 of Section 17, Township 21 North,  
18 Range 4 East, W.M., described as follows:

19 A strip of land 10 feet in width, 5 feet on each side of the center-  
20 line of Grantee's facilities as constructed or to be constructed within  
21 Lot 3 of West Campus Office Park Division #2 according to the plat  
recorded in Volume 103, on pages 14 & 15, records of King County,  
Washington.

22 PASSED this 29th day of January, 1978

23 KING COUNTY COUNCIL  
24 KING COUNTY, WASHINGTON

25 Paul Chow  
26 Chairman

27  
28 ATTEST:

29  
30 Dorothy M. Quinn DEPUTY  
31 Clerk of the Council

AN EASEMENT FOR ELECTRICAL POWER CONDUITS  
FOR FEDERAL WAY DISTRICT COURT

This agreement made this 29th day of January, 19 79, by and between King County, a political subdivision of the State of Washington, hereinafter termed the Grantor, and Puget Sound Power & Light Company, hereinafter termed the Grantee,

WITNESSETH:

That for and in consideration of mutual benefits, the Grantor herein does by these presents grant unto the Grantee, its successors and assigns, an easement and right of way, over, through, under, across and upon the following described real property, situate in King County, Washington, to-wit:

That portion of the Southwest 1/4 of Section 17, Township 21 North, Range 4 East, W.M., described as follows:

A strip of land 10 feet in width, 5 feet on each side of the center-line of Grantee's facilities as constructed or to be constructed within Lot 3 of West Campus Office Park Division #2 according to the plat recorded in Volume 103, on pages 14 & 15, records of King County, Washington.

The grant aforesaid is made solely upon the conditions and limitations contained in Appendix "A" attached hereto and by this reference made part of the agreement. The grantee, to the full, strict and prompt observance and performance thereof.

Dated this 29th day of January, 19 79.

KING COUNTY, WASHINGTON

By: [Signature]  
John D. Spellman  
Title King County Executive

Date February 1, 1979

APPROVED AS TO FORM & LEGALITY:

By [Signature]  
Deputy Prosecuting Attorney

Date \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this day personally appeared before me JOHN D. SPELLMAN, to me known to be the \_\_\_\_\_ County Executive of King County, Washington, the person who signed the above and foregoing instrument for King County for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he was authorized to so sign.

GIVEN under my hand and official seal this 31st day of January, 19 79.

[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at Seattle.

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

PUGET SOUND POWER & LIGHT COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this day personally appeared before me \_\_\_\_\_,  
to me known to be the \_\_\_\_\_ of Puget Sound Power & Light  
Company, the person who signed the above and foregoing instrument for the uses and  
purposes therein stated and acknowledged to me that he signed the same as the free  
and voluntary act and deed of the Puget Sound Power & Light Company and that he was  
authorized to so sign.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.

1. PURPOSE: Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following;
  - a. Overhead facilities. Poles and/or towers with crossarms, braces, guys and anchors; electric transmission and distribution lines; communication and signal lines; transformers.
  - b. Underground facilities. Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches.
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. CUTTING OF TREES: Grantee shall have the right to cut or trim any and all brush or trees standing or growing upon the Right-of-Way, and also the right to cut or trim any trees upon the property which, in falling, could, in Grantee's reasonable judgment, be a hazard to Grantee's facilities.
4. DAMAGES: In the event that any damage of any kind is caused by Grantee in the course of performing any act authorized by this easement, Grantee shall immediately reimburse the damaged party to the full extent necessary to restore said party to the position he would have held absent said damage.
5. RESTORATION AFTER INSTALLATION: Following the initial construction of its facilities, Grantee shall return the Grantor's property to its original condition by fixing any damage Grantee's construction caused to Grantor's property, including, but not limited to property damage to slopes, shrubbery, landscaping, fencing, roadway or structures. Should Grantee need to construct additional lines or facilities in its right-of-way, it shall do so only after obtaining written consent from the Grantor.
6. HOLD HARMLESS: The Grantee, his successors and assigns agree to protect, defend, and save harmless the Grantor from all claims, actions or damages of every kind of property by reason of the performance of any such work, character or materials, used, manner of installation, maintenance and operation, or by the improper occupancy of County owned land, public place, or public structure. In case any such suit or action is brought against said Grantor for damages arising out of or by reason of any of the above causes, the Grantee, his successors or assigns, will upon notice to him or them of commencement of such action, defend the same at his or their sole cost and expense and will fully satisfy any judgment after the said suit or action shall have finally been determined if adversely to King County.
7. HIRING & EMPLOYMENT: In all hiring or employment made possible or resulting from this agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the ground of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the agreement by the Grantor and may result in ineligibility for further County agreements.
8. LIMITED PURPOSES: The easement granted in this instrument is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever.
9. STANDARDS FOR FACILITIES TO BE INSTALLED: Grantee agrees that the work of installing and maintaining all facilities authorized herein shall be performed and completed in a good and workmanlike manner and in accordance with plans and specifications prepared by or for the Grantee and approved by the Grantor. No changes shall be made to any approved plans or specifications without the consent, in writing, of the Grantor.

10. ADDITIONAL CONSIDERATION: Grantee, as a further consideration and as a condition without which this easement would not have been granted guarantees to promptly remedy any interference growing out of or resulting from the presence of its facilities to Grantor's normal operation whether within or without the confines of Grantor's property.

11. EMERGENCY SITUATIONS: In the event of an emergency, Grantee shall take immediate steps to perform any necessary repairs, and in the event Grantee fails so to do, Grantor will perform said necessary repairs at the sole cost and expense of Grantee.

12. OTHER APPLICABLE LAWS: Grantee shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of Grantor.

13. ASSESSMENTS: Neither Grantor nor its property shall be subjected to any charge, assessment, or expense, arising from, growing out of, or in any way attributable to, the use, occupance, or actions authorized herein, whether within or without the confines of Grantor's property. If Grantor or its property is legally subjected to any such charge, assessment, or expense, Grantee shall pay Grantor, as additional compensation for the rights granted in this instrument and amount of money equal to any such charge, assessment paid by Grantor.

14. NO WARRANTY OF TITLE: Grantor does not warrant title to the said described premises in which the foregoing easement is granted and does not undertake to defend Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

15. TERMINATION AND ABANDONMENT: If the use of the easement on the premises described in this instrument for the purposes expressed in it shall be abandoned or discontinued, or if the Grantee violates any provision of this instrument, the said easement shall thereupon cease and terminate, and Grantee shall surrender or cause to be surrendered to Grantor, and title to the said premises shall remain in Grantor, or its successors or assigns, free and clear of all rights and claims of Grantee. Upon termination of the easement for any reason, Grantee shall remove at his expense all facilities placed on said property by Grantee and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities or to a condition which is satisfactory to Grantor. If Grantee has not accomplished removal and restoration at the end of a ninety day period following the effective date of revocation, termination or abandonment, Grantor may accomplish all of the necessary work and charge all of the costs to Grantee.

16. RESERVATIONS: Grantor reserves to itself, its Grantees (other than the Grantee named in this instrument), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional facilities and structures upon and beneath the surface of and above the said described premises. Grantor reserves also the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, provided that said installations may be made without substantial interference with the use of the said premises as provided in this instrument.

17. IMPROVEMENTS BY GRANTOR: If at any time Grantor deems it advisable to improve its above described property or any facilities thereon or to build new facilities on its property, Grantee, upon written notice by Grantor shall, at Grantee's own expense, immediately modify any of its facilities covered in Section 1 so as to cause the lease interference with any improvements or the work thereon as contemplated by the Grantor. Grantor shall in no way be held liable for any damages to said Grantee that may occur by reason of the Grantor's improvements.