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11/10/93

Introduced by: PAUL BARDEN

Proposed No.: 93-867

MOTION NO. 9196

A MOTION authorizing the granting of an electrical service easement to Puget Sound Power and Light Company in Council District No. 9.

WHEREAS, under King County Code 4.56.010, the King County council may authorize the King County executive to grant an easement through county property, and

WHEREAS, during the course of the development of Springwood Park, Phase Three construction in Council District No. 9, Puget Sound Power and Light Company required, as a condition of providing electrical service for the park, that the county execute an electrical utility easement in favor of Puget Sound Power and Light Company, and

WHEREAS, the Puget Sound Power and Light Company has agreed to maintain and operate its electrical service system upon receipt of an executed electrical services utility easement, and

WHEREAS, the King County department of construction and facilities management and the parks division have requested, reviewed and approved the electrical services utility easement, and

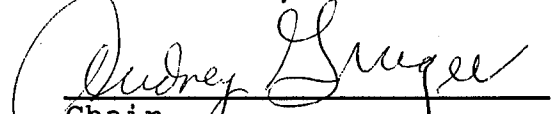
WHEREAS, the King County prosecuting attorney's office has approved the utility easement as to form, and

WHEREAS, the King County council finds that the granting of this utility easement would not interfere with use of the property for park purposes, and that the area of the easement is surplus to the county's present and foreseeable needs;


1 NOW, THEREFORE BE IT MOVED by the Council of King County:  
2 The county executive is authorized to execute an  
3 electrical service easement, substantially in the form of  
4 Attachment A, to Puget Sound Power and Light Company.

5 PASSED this 20<sup>th</sup> day of December, 1923.

6 KING COUNTY COUNCIL  
7 KING COUNTY, WASHINGTON

8   
9 Chair

10 ATTEST:

11   
12 Clerk of the Council

13 Attachments:

14 A. Electrical Service Utility Easement

UTILITY EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and PUGET POWER AND LIGHT COMPANY, hereinafter called the Grantee.

## W I T N E S S E T H

That for and in consideration of mutual benefits, the Grantor herein does by these presents grant quit claim unto the Grantee, its successors and assigns, an easement under the following described property, situated in King County, Washington, to wit:

## SPRINGWOOD PARK PROPERTY:

The East (10) acres of the South three-fourths of the Northwest quarter of the Northeast quarter of Section 33, Township 22 North, Range 5 East, W. M., in King County, Washington, situate in the County of King, State of Washington.

The said Grantor, for and in consideration of receiving electrical service and other valuable consideration, receipt whereof is hereby acknowledged, does by these presents grant unto the said Grantee, its successors and assigns, an easement for an electrical service line and appurtenances under the property herein described as the area within the following boundary:

Beginning at the Northeast corner of Lot 22 of the Hycroft Subdivision recorded in King County, Washington, under Volume 119 of Book of Maps, pages 46 - 48, and the True Point of Beginning; thence Easterly parallel to the North line of the above described property, a distance of ten (10) feet; thence Southerly, parallel to the West line of the above described property, a distance of ten (10) feet, thence Westerly, parallel to the North line of said parcel to the West line thereof; thence North to the True Point of Beginning.

Purpose: The Grantee, shall have the rights to construct, install, reconstruct, alter, operate, maintain, repair, and remove its electrical power facilities under the easement area, together with all necessary or reasonable appurtenances thereto to provide services to King County's Springwood Park Facilities.

The Grantor and Grantee herein, by accepting and recording this easement, agree to the terms and conditions described in Appendix "A" attached hereto, and by reference made part of this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

GRANTEE: PUGET POWER AND LIGHT  
COMPANY

GRANTOR: KING COUNTY,  
WASHINGTON

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

UTILITY EASEMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING )

On this day \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_,
before me personally appeared \_\_\_\_\_
and \_\_\_\_\_
to me known to be the \_\_\_\_\_
and \_\_\_\_\_ of the

corporation that executed the foregoing instrument, and acknowledged
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 said instrument,
and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above
written.

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

My commission expires:\_\_\_\_\_

STATE OF WASHINGTON )
) ss
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_

to me known to be 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
King County, 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\_\_\_\_\_
My commission expires:\_\_\_\_\_

APPROVED AS TO FORM:

BY [Signature]
Deputy Prosecuting Attorney

DATE 10-12-93

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED

Before any work is performed under this agreement, Grantee must obtain a utility use permit from the Real Property Division.

2. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's negligent exercise of rights and privileges granted by this easement.

In the event it is necessary for the County to incur attorney's fees, legal expenses, and costs, these items shall be recoverable from the Grantee to the extent such items result from the negligence of the Grantee.

In the event it is determined that RCW 4.24.115 applies to this easement agreement, the Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder.

3. 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 to Grantee; provided: that Grantor shall not construct or maintain any building or other structure on the right of way.

4. HIRING AND 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, sexual orientation, age, race, color, religion, 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, sexual orientation, race, color, religion, 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 County and may result in ineligibility for further County agreements.

5. ASSIGNMENT

The Grantee may not assign this easement or any rights acquired under it without the prior written consent of the Grantor. All terms and conditions of this easement are binding upon the successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.