

February 5, 1997

Introduced By: ROB MCKENNA
LOUISE MILLER

Proposed No.: 97-096

MOTION NO. **10088**

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A MOTION authorizing the county executive to convey an easement to Puget Sound Power and Light Company for utility lines through Farmland Preservation Property in Council District 3.

WHEREAS, a Washington State Department of Transportation (WSDOT) highway improvement project on State Route 203 requires use of property belonging to Puget Sound Power and Light Company, and

WHEREAS, In order to accommodate WSDOT, Puget Sound Power and Light Company will need to relocate an existing power line onto Farmland Preservation Program property, and

WHEREAS, Puget Sound Power and Light Company will be merging with Washington Natural Gas Company and may eventually want to install a gas pipeline in the vicinity of the aforementioned power line, and

WHEREAS, Ordinance 4341 authorizes the King County council to convey utility easements under, over, through and across property that is in the Farmland Preservation Program, and

1 WHEREAS, any areas altered during the installation of
2 utility lines will be restored in a manner consistent with
3 agricultural uses, including restoration of the original soil
4 horizon sequence, and

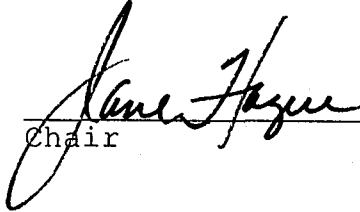
5 WHEREAS, the installed utility lines will not
6 significantly affect the agricultural use or capability of
7 the property and the Farmland Preservation Program does not
8 require compensation for the easement;

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

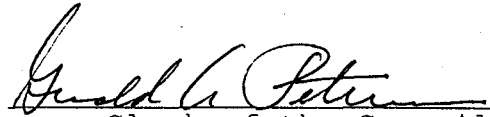
11 The King County executive is hereby authorized to convey
12 an easement to Puget Sound Power and Light Company for
13 utility lines through Farmland Preservation Program property,
14 said easement being attached as EXHIBIT A.

15 PASSED by a vote of 10 to 2 this 18th day of
16 February, 1997.

17 KING COUNTY COUNCIL
18 KING COUNTY, WASHINGTON

19 
20 Chair

21 ATTEST:

22 
23 Clerk of the Council

24 Attachment: Exhibit A

25

FILED FOR RECORD AT REQUEST OF:
 Puget Sound Power & Light Company
 Real Estate Department
 P.O. Box 1078
 Bellingham, WA 98227-1078

**PUGET
 POWER**

EASEMENT

REFERENCE #: 12610
 GRANTOR: KING COUNTY
 GRANTEE: PUGET SOUND POWER & LIGHT COMPANY
 SHORT LEGAL: Ptn of East half Sec 4, Twn 25 N., Rng 7 E, W.M.
 ASSESSOR'S PROPERTY TAX PARCEL: 042507-9003-08

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, KING COUNTY, a political subdivision of the State of Washington ("Grantor" herein), hereby conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth; a perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in KING COUNTY, Washington:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M., LESS RIGHT-OF-WAY CONVEYED TO SEATTLE TACOMA POWER COMPANY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 403121; AND EXCEPT COUNTY AND STATE ROAD RIGHTS-OF-WAY.

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

An Easement Area _____ feet in width having _____ feet of such width on each side of a centerline described as follows:

RIGHT-OF-WAY NO. 1: THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY THAT IS 138 FEET WEST OF THE SECTION CORNER COMMON TO SECTIONS 3, 4, 9 AND 10, TOWNSHIP 25 NORTH, RANGE 7 EAST, W.M.; THENCE APPROXIMATELY NORTH 09° EAST, 540 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY THAT IS 534 FEET NORTH, AS MEASURED AT RIGHT ANGLES, OF THE SOUTH LINE OF SAID SECTION 4, SAID POINT ALSO BEING ON THE WEST MARGIN OF PUGET SOUND POWER & LIGHT COMPANY'S FEE OWNED 50 FOOT WIDE RIGHT-OF-WAY.

RIGHT-OF-WAY NO. 2: (FOR GUY WIRE AND ANCHOR PURPOSES ONLY) THE EAST 60 FEET OF THE SOUTH 20 FEET OF THE ABOVE DESCRIBED PROPERTY.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge and use one or more electric and/or natural gas transmission and/or distribution systems over and/or under the Easement Area, 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; fiber optic cable, communication and signal lines; transformers and street lights.
- b. Underground facilities. Underground conduits, cables, vaults, manholes, pipelines, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches; fiber optic cable, communication and signal lines.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for its systems.

2. Access. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall repair or reasonably compensate Grantor for any damage to the Property, including damage to roads, crops, driveways and fences caused by the exercise of such right of access.

3. **Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees and other vegetation presently existing upon the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation upon the Easement Area which could, in the opinion of Grantee, interfere with the exercise of Grantor's rights herein or create a hazard to Grantee's systems. If vegetation is controlled by mechanical or chemical means, enough plant residues will be left on the soil surface to adequately protect it from erosion.

4. **Trees Outside Easement Area.** Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property outside the Easement Area which could interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to obtain Grantor's consent (which shall not be unreasonable withheld) that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

5. **Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building, structure or other object on the Easement Area, and Grantor shall do no blasting within 300 feet of Grantee's systems without Grantee's prior written consent.

6. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

7. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area 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 systems on the Easement Area within any period of time from the date hereof.

8. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

9. Grantee or its agents shall, upon completion of any construction of any facilities described herein, remove all debris and restore the surface of the above-described property in a manner consistent with agricultural uses, including restoration of the original soil horizon sequence.

10. Grantee shall, if the above-described property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above-described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

11. Grantee shall install poles, towers, guy wires, anchors and other semi-buried or ground mounted facilities in such a location and/or manner as to have minimal impact on the use of the property for agricultural activities, including use by livestock.

Dated this _____ day of _____, 1997.

GRANTOR:
KING COUNTY

BY: _____

Title: _____

STATE OF WASHINGTON)
) SS
COUNTY OF)

On this _____ day of _____, 1997, 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 KING COUNTY, the political subdivision that executed the foregoing instrument and acknowledged the same to be the free and voluntary act and deed of said political subdivision, 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 _____