Council Meeting: 10/06/2009
Agenda: Other Business
Item #: 8. h. (2).

CITY OF KIRKLAND
123 Fifth Avenue, Kirkland, WA 98033 425.828.1100
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Daryl Grigsby, Public Works Director
Ray Steiger, P.E., Capital Projects Manager

Date: October 6, 2009

Subject: DOWNTOWN TRANSIT CENTER – PUGET SOUND ENERGY EASEMENT

RECOMMENDATION:

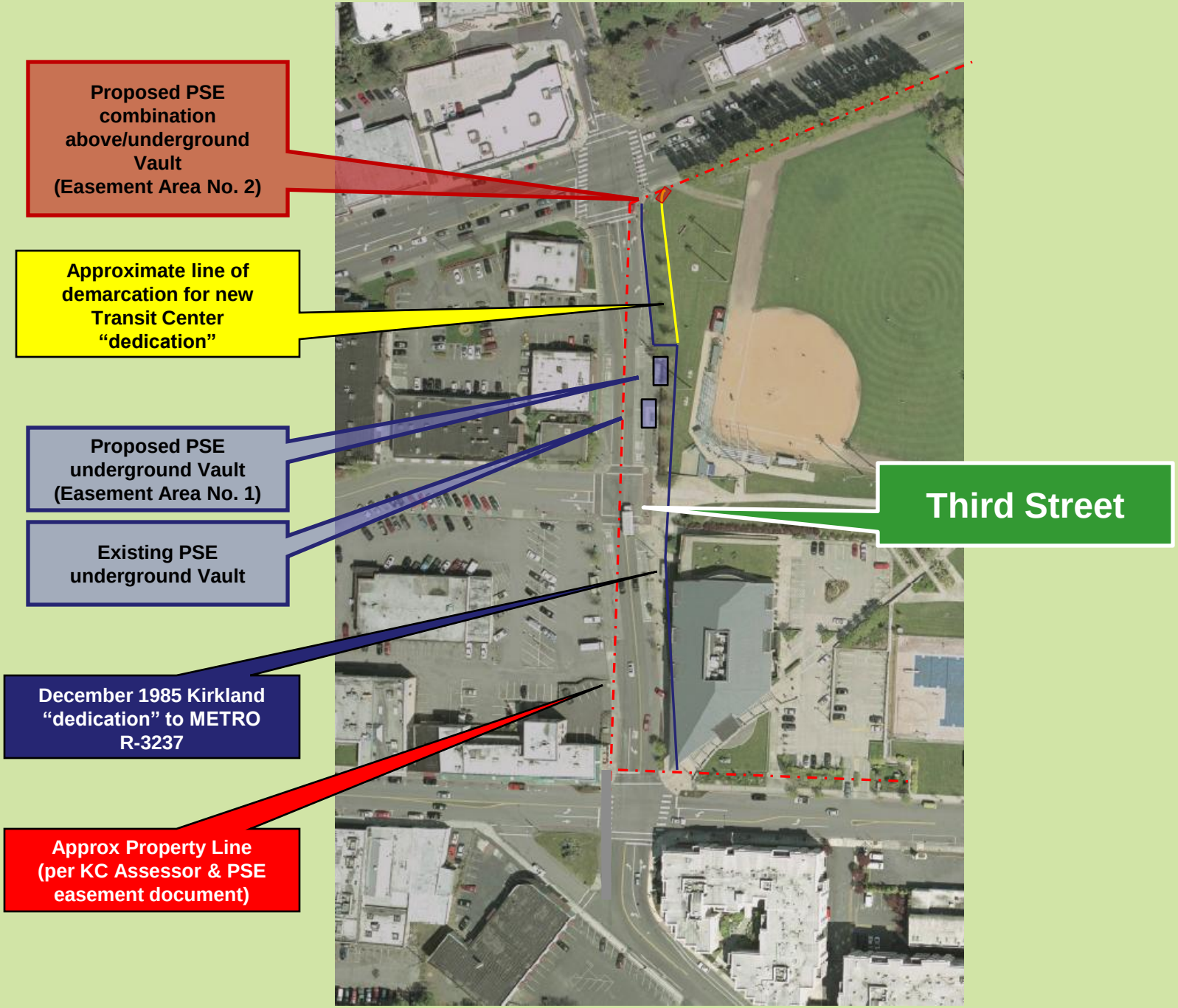
It is recommended that Council approve the attached resolution authorizing the City Manager to sign an electrical easement for Puget Sound Energy, Inc. (PSE) to provide for relocation of electrical facilities associated with the Downtown Transit Center and Peter Kirk Park.

BACKGROUND DISCUSSION:

The pending construction of the new Downtown Transit Center by Sound Transit will require the relocation of two existing electrical vaults that currently serve Third Street, Peter Kirk Park and the existing Transit Center. One vault is and will remain within the sidewalk area along the east margin of Third Street. A second vault that is partially above ground, will be relocated behind the new sidewalk being constructed at the southeast corner of the intersection of Third Street and Central Way (Attachment 1). All of the costs associated with the relocation of these facilities are being paid for by Sound Transit as a part of the new Downtown Transit Center.

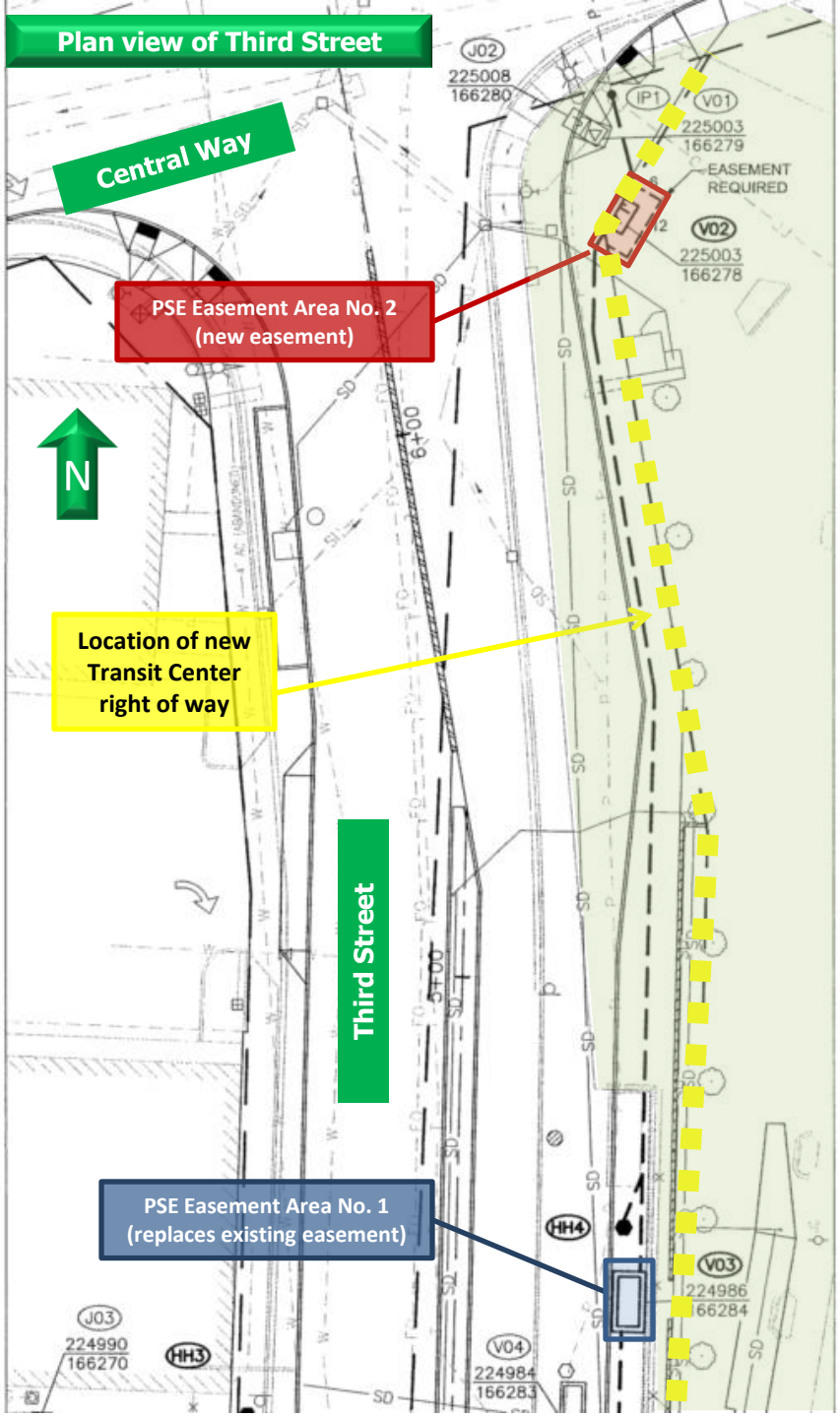
The new easement will allow PSE to access, maintain, and repair their underground facilities.

Attachments:
1 – Vicinity Map
2 – Location and photo of proposed facilities
3 – Resolution
4 – Easement
5 – Exhibit "A" (Legal description of Peter Kirk Park)
6 – Exhibit "B" (Legal description of Easement)

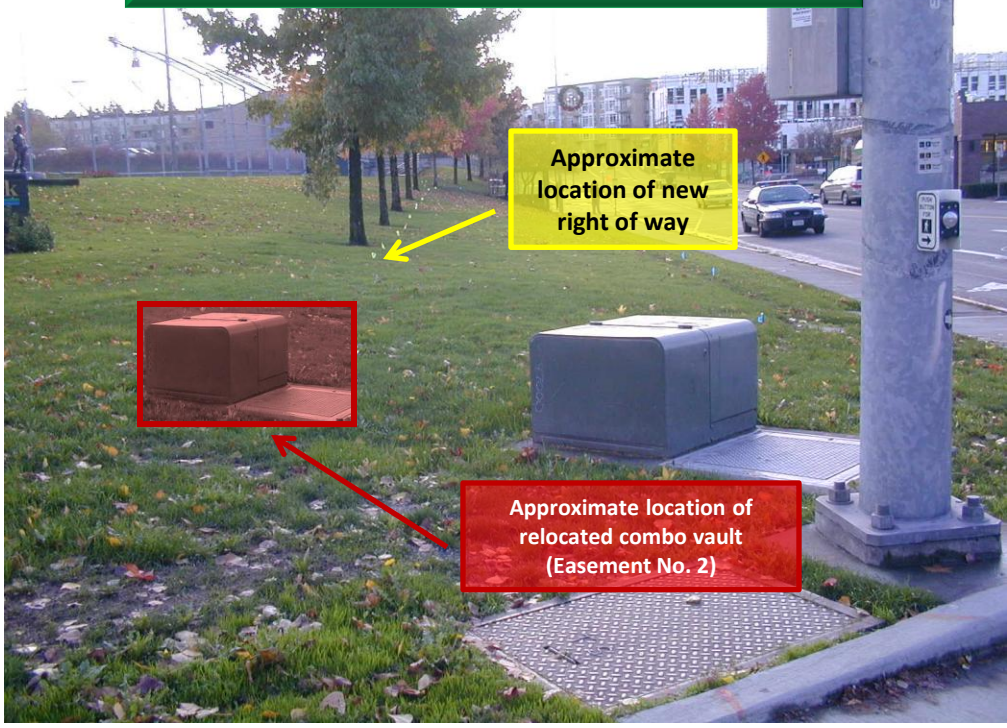


Attachment 1

Plan view of Third Street



Looking north along Third Street from Central Way



Looking north along Third Street from "Plaza area"

Attachment 2

Council Meeting: 10/06/2009
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RESOLUTION R-4779

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN EASEMENT WITHIN A PORTION OF PETER KIRK PARK TO PROVIDE UTILITY VAULTS FOR PUGET SOUND ENERGY (PSE), INC.

WHEREAS, PSE has requested that the City of Kirkland grant an easement for the installation of electrical service lines and transformer vaults on property owned by Kirkland; and

WHEREAS, these facilities will, in part, allow continued electrical service to Peter Kirk Park and the downtown Kirkland Transit Center; 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 authorized to sign an easement within a portion of Peter Kirk Park to provide utility vaults for Puget Sound Energy, a copy of which is attached to this resolution.

Passed by majority vote of the Kirkland City Council in open meeting this 6th day of October, 2009.

Signed in authentication thereof this 6th day of October, 2009.

_____
MAYOR

Attest:

_____
City Clerk

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: R/W Department (C. Biggs)
PO Box 90868 / EST-06W
Bellevue, Washington 98009

EASEMENT

REFERENCE #:
GRANTOR: **CITY OF KIRKLAND, A Washington Municipal Corporation**
GRANTEE: **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **Portion of SW ¼ Sec. 05; Township 25N; Range 05E**
ASSESSOR'S PROPERTY TAX PARCEL**:** **052505-9029**

For and in consideration of One Dollar ($1.00) and other valuable consideration in hand paid, **CITY OF KIRKLAND** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.,** a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in **KING** County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. Grantee shall have the right to use the easement area to construct, operate, maintain, repair, replace, improve, remove, enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

> **Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

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 such systems. 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 compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in 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 or other vegetation in the Easement Area.

3. 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, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. 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.

5. 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, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, 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.

6. 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.

DATED this _____ day of _____, 2009.

GRANTOR:

CITY OF KIRKLAND, A Washington Municipal Corporation

BY: _____

ITS: _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2009, 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 person(s) who signed as _____, of **CITY OF KIRKLAND**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be _____ free and voluntary act and deed and the free and voluntary act and deed of **CITY OF KIRKLAND** for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said **CITY OF KIRKLAND**.

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

_____
(Signature of Notary)

_____
(Print or stamp name of Notary)

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

My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT "A"

THAT PORTION OF SECTION 5; TOWNSHIP 25 NORTH, RANGE 05 EAST DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°39'00" EAST ALONG THE SOUTH LINE OF SAID SECTION 1511.50 FEET AND NORTH 00°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" WEST 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 5 OF PLATS, PAGE 53, RECORDS OF KING COUNTY), THENCE NORTH 70°04'15" EAST ALONG THE SOUTHERLY LINE OF SAI D CENTRAL AVENUE 141.2 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 00°21'00" WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 00°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 THE CITY OF KIRKLAND, ALL IN SECTION 5, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "B"

EASEMENT AREA NO. 1:

THE EAST 25 FEET OF THE SOUTH 25 FEET OF THE NORTH 217 FEET OF THE WEST 50 FEET OF THE ABOVE DESCRIBED REAL PROPERTY.

EASEMENT AREA NO. 2:

BEGINNING AT A POINT NORTH 89°39'00" EAST ALONG THE SOUTH LINE OF SAID SECTION 1511.50 FEET AND NORTH 00°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" WEST 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 L INE OF SAID CENTRAL AVENUE 46.23 FEET; THENCE SOUTH 30°31'05" WEST 26.10 TO THE POINT OF BEGINNING;
THENCE SOUTH 59°28'45" EAST 6 FEET; THENCE SOUTH 30°31'15" WEST 12 FEET; THENCE NORTH 59°28'45" WEST 6 FEET; THENCE NORTH 30°31'15" EAST 12 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.