



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19111

**Proposed No.** 2020-0004.2

**Sponsors** Kohl-Welles

1                   AN ORDINANCE relating to an aerial easement, over a  
2                   portion of 13800 SE 32nd St, Bellevue, within council  
3                   district six.

4                   **STATEMENT OF FACTS:**

5                   In accordance with K.C.C. 4.56.115.A., the county is authorized to grant  
6                   easements. Under that subsection, a permanent easement granted by the  
7                   county is subject to prior approval by ordinance when the value of the  
8                   easement would exceed fifty thousand dollars.

9                   **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

10                  SECTION 1. The executive is authorized to grant to Puget Sound Energy an  
11                  aerial easement, substantially in the form of Attachment A to this ordinance, over a

Ordinance 19111

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12 portion of 13800 SE 32nd St, Bellevue, and to take all actions necessary to execute and  
13 implement the easement.

14

Ordinance 19111 was introduced on 2/18/2020 and passed as amended by the Metropolitan King County Council on 6/23/2020, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
*Claudia Balducci*  
F8830818F1C4427...

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Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Melani Pedroza*  
8DE1BB375AD3422...

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Melani Pedroza, Clerk of the Council

APPROVED this 8 day of July, 2020.  
4FBCAB8196AE4C6...

DocuSigned by:  
*Dow Constantine*  
4FBCAB8196AE4C6...

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Dow Constantine, County Executive

**Attachments:** A. Easement, dated June 23, 2020

**Attachment A  
Easement – June 23, 2020**

19111

**RETURN ADDRESS:**

**Puget Sound Energy, Inc.  
Attn: ROW Department (RU)  
PO Box 97034 / EST-06E  
Bellevue, WA 98009-9734**



**AERIAL EASEMENT**

REFERENCE #:  
GRANTOR (Owner): **KING COUNTY**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN SEC 10 TWP 24N RGE 5E NW QTR, KING COUNTY**  
ASSESSOR'S PROPERTY TAX PARCEL: **545330-0320**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **KING COUNTY, a political subdivision of the State of Washington** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over the following described real property (the "Property" herein) in King County, Washington:

**PARCEL A, CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. 11-114500-LW,  
RECORDED MARCH 23, 2012, UNDER RECORDING NUMBER 20120323900003, IN KING  
COUNTY, WASHINGTON.**

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

**AS DESCRIBED ON EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF AND  
DEPICTED ON EXHIBIT "A-2" ATTACHED HERETO AND MADE A PART HEREOF.**

**1. Purpose.** PSE shall have the right to use the Aerial Easement Area to install, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems are limited to:

**a. Overhead facilities.** Electric transmission and distribution lines; fiber optic cable and other lines and cables only for PSE communications.

PSE may only access the Property beneath the Aerial Easement Area for the specific purposes set forth in Sections 2, 3, and 4 of this Easement, and for no other purpose. PSE will not carry out any construction, installation of permanent features or improvements, or any related activities upon the Property beneath the Aerial Easement Area.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Property beneath the Aerial Easement Area. PSE shall also have the right, but not the obligation, 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 Property beneath the Aerial Easement Area.

**3. Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Aerial Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**4. Restoration.** Following initial installation, repair or extension of its facilities within the Aerial Easement Area, PSE shall, to the extent reasonably practicable, remove all equipment and materials and restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**5. Owner's Use of Aerial Easement Area.** Owner reserves the right to use the Aerial Easement Area and Property beneath the Aerial Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Property beneath the Aerial Easement Area or construct or maintain any buildings or structures on the Property beneath the Aerial Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**6.a. Indemnity.** Owner, its officials, officers, directors, employees and agents shall not be liable for any loss, claim or damage to persons or property arising out of PSE's exercise of the rights granted herein, or its members, officers, directors, employees, agents, contractors, subcontractors, lessees, sublessees, guests and invitees, except for loss, claim or damage resulting from the negligence of Owner or Owner's officials, officers, directors, employees, or agents. PSE shall protect, defend, indemnify and hold Owner harmless from and against any and all claims, demands, losses, damages, expenses and liabilities of every kind and description and for any loss to or damage or destruction of property suffered by Owner arising out of PSE's exercise of the rights granted herein, except to the extent caused by the negligence of Owner or the Owner's officials, officers, directors, employees, or agents. PSE agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of PSE's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the Owner only, and only to the extent necessary to provide Owner with a full and complete indemnity of claims made by PSE's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Owner shall give PSE prompt written notice of any suit or proceeding entitling the Owner to indemnification pursuant to this Section 6.a. and PSE shall thereafter defend Owner in said suit or proceeding at its sole cost and expense to the extent required under this Section 6.a.

In the event it is determined that RCW 4.24.115 applies to this easement, PSE agrees to defend, hold harmless, and indemnify Owner to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of Owner to the full extent of PSE's negligence.

**6.b. Insurance.** Upon execution of this easement, PSE, at its own cost, shall have procured and will maintain for the duration of this easement, minimum insurance as specified below, and shall furnish Owner with the certificate of insurance and endorsement required by this easement. PSE shall maintain insurance at the following limits and including the following provisions:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. This policy shall cover Owner, its officers, employees and agents as additional insureds as respects liability arising out of PSE's activities and operations. Such coverage shall be primary and non-contributory insurance as respects the Owner, its officers, officials, employees and agents. An Additional Insured Endorsement in the form of "CG 2010 11/85" or its equivalent shall be included with the certificate of insurance. Owner requires this Endorsement to complete this easement agreement. PSE shall also maintain Workers' Compensation insurance in accordance with the applicable state statutory requirements, and Employer's Liability or "Stop Gap" coverage in the amount of \$1,000,000 each occurrence.

Easement – June 23, 2020

Should PSE proceed to any construction or implementation phases pertaining to this easement, or any other permanent or temporary easement granted to PSE over the Property, PSE shall require its contractor and subcontractors to carry appropriate and customary insurance coverages and amounts.

In the event PSE is self-insured, PSE shall certify such self-insurance in writing in the minimum amount specified above to Owner.

**7. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Aerial Easement Area, shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems within the Aerial Easement Area.

**8. Successors and Assigns.** PSE 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, provided, however, that PSE shall provide written notice to Owner in the event of an assignment, apportionment or transfer. PSE shall not have the right to assign, apportion or otherwise transfer easement rights to third parties for purposes unrelated to those set forth in Section 1, above. Further, PSE shall not have the right to assign, apportion or otherwise transfer easement rights to third parties with regards to the fiber optic cable and other communication lines and cables referenced in Section 1.a., above. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

**9. Remedies.** In the event of any breach or threatened breach of this easement by either Party (Owner and PSE are each a "Party" and collectively the "Parties" hereto), the other Party shall have all rights at law or in equity. In no event shall a waiver by either Party of the right to seek relief under this section constitute a waiver of any other or further violation.

**10. Attorneys' Fees.** In the event either Party brings a legal action against the other Party to enforce its rights hereunder, the substantially prevailing Party shall be entitled to receive reimbursement from the other Party of such prevailing Party's costs incurred in such legal action (including the costs of appeal), including the reasonable fees and costs of the prevailing Party's attorneys, in addition to all other rights and remedies available to the prevailing Party at law or in equity. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing Party's attorney(s).

**11. Applicable Law.** This easement agreement shall be construed and enforced in accordance with the laws of the State of Washington.

**12. Entire Agreement and Amendments.** This easement agreement contains all covenants and agreements between Owner and PSE relating in any manner to the conveyance of the easement contained herein. No prior agreements or understandings pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this agreement shall not be altered, modified or added to except in writing signed by Owner and PSE or their successors in interest, and appropriately recorded.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER:

**KING COUNTY, a political subdivision of the State of Washington**

**Approved as to Form**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Custodian, Solid Waste Division**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Easement – June 23, 2020

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 **King County, a political subdivision of the State of Washington** the \_\_\_\_\_ 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 said \_\_\_\_\_ for the uses and purposes therein mentioned; and on oath stated that \_\_\_\_\_ was authorized to execute the said instrument on behalf of said \_\_\_\_\_.

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 be inside 1" margins

## EXHIBIT A-1

AN EASEMENT CONTAINED WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, T.24 N., R.05 E., W.M., BELLEVUE, WASHINGTON, BEING A PORTION OF CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. 11-114500-LW AS RECORDED IN THE RECORDS OF KING COUNTY ON MARCH 03, 2012, UNDER SURVEYS RECORDING NO.20120323900003. SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10;  
THENCE S 88'33'01" E ALONG THE EAST-WEST CENTER OF SECTION LINE FOR 1543.93 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE N 02'33'32" W FOR 665.82 FEET TO A POINT ON THE SOUTH MARGIN OF SE. 30TH STREET AND 163 FEET DISTANT OF THE NORTHEAST CORNER OF SAID BOUNDARY LINE ADJUSTMENT NO. 11-114500-LW;  
THENCE S 88'35'25" E ALONG THE SOUTH MARGIN OF SE. 30TH STREET FOR 38.00 FEET TO A THE NORTHWEST CORNER OF AN EASEMENT RECORDED IN THE RECORDS OF KING COUNTY UNDER FILE NO. 94031710005;  
THENCE S 00'45'17" E ALONG THE WESTERLY LIMITS OF SAID EASEMENT NO.94031710005 FOR 664.71 FEET TO THE EAST-WEST CENTER OF SECTION LINE;  
THENCE N 88'33'01" W ALONG SAID EAST-WEST CENTER OF SECTION LINE FOR 17.02 FEET TO THE TRUE POINT OF BEGINNING.  
SAID EASEMENT CONTAINS 18,273 SQUARE FEET, MORE OR LESS.



PREPARED BY TYLER SWEET, PLS  
APS SURVEY & MAPPING  
13221 SE 26TH ST. SUITE A  
BELLEVUE, WA.  
9463200  
JANUARY 14, 2019

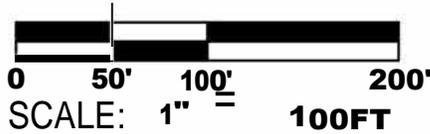


# EXHIBIT A-2

PARCEL "A" OF THE  
CITY OF BELLEVUE  
BOUNDARY LINE  
ADJUSTMENT NO.  
11-114500-LW AS  
RECORDED IN THE  
RECORDS OF KING  
COUNTY ON MARCH 0.3,  
2012, UNDER SURVEYS  
RECORDING  
NO.20120.32.390000.3

SE 30TH STREET  
saa•.35•2s"E .38'

WEST LIMITS OF EXISTING  
EASEMENT REC. NO. 94031710005  
NEW EASEMENT CONTAINING 18,273 SF.  
S0°45'17"E 664.71'  
N2°33'32"W 665.82'



EAST-WAST CENTER OF SECTION LINE  
N88°33'01"W  
17•02'



PREPARED BY TYLER SWEET, PLS  
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13221 SE 26TH ST.SUITE A  
BELLEVUE, WA.  
425 746 3200  
JANUARY 14, 2019

