

RESOLUTION NO. 1757

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT TO PUGET SOUND ENERGY FOR A GAS LINE SERVING CERTAIN CITY OWNED PROPERTY

WHEREAS, the City owns the property located at 3820 Freeman Road East, and identified as Pierce County Assessor's Parcel No. 0420171064 (the "Property"); and

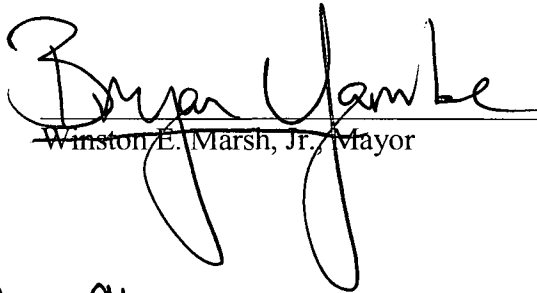
WHEREAS, the City would like to obtain natural gas service to the Property from the sole service provider Puget Sound Energy ("PSE"); and

WHEREAS, in order to extend gas service to the Property, PSE requires the City to grant it an easement for gas lines and appurtenances to be installed on the Property in order to provide service; and

WHEREAS the easement will be ten feet width located five feet on each side of the gas lines as constructed; now, therefore

BE IT RESOLVED that the City Council hereby authorizes the City Manager execute a utility easement to PSE substantially in the form attached hereto as Exhibit A, and further authorizes the City Manager to attach the legal description of the easement area, which is to be prepared after the gas lines are installed on the Property, upon approval of the legal description from the City Public Works Director, prior to execution and recording of the easement.

ADOPTED by the City Council at an open public meeting held on the 24th day of January, 2017.


~~Winston E. Marsh, Jr., Mayor~~

Attest:

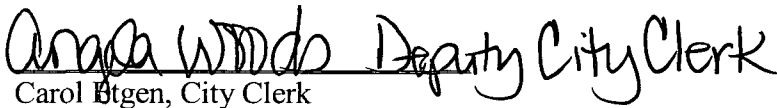
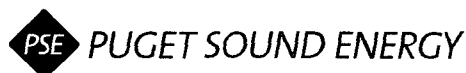

Carol Btgen, City Clerk

EXHIBIT A

RETURN ADDRESS:

**Puget Sound Energy, Inc.
Attn: ROW Department - MMD
3130 South 38th Street
Tacoma, Washington 98409**



EASEMENT

REFERENCE #:

GRANTOR (Owner): CITY OF FIFE

GRANTEE (PSE): PUGET SOUND ENERGY, INC.

SHORT LEGAL: a portion of the NE17-20N-04E

ASSESSOR'S PROPERTY TAX PARCEL: 042017-1-064

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **CITY OF FIFE, a municipality** ("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, under, along across and through the following described real property (the "Property" herein) in **PIERCE** County, Washington:

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

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

AN EASEMENT AREA THAT IS TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES LOCATED AS CONSTRUCTED AND LEGALLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas **to Grantor's property**. Such systems may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments

PSE #107052006
RW-096384 11242215

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, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

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 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 Easement Area.

3. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

4. Owner's Use of Easement Area. Owner reserves the right to use the 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 Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument, **or Grantor discontinues gas service to the Property.** If terminated any improvements remaining in the Easement Area shall become the property of Owner.

7. 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. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of _____, 2017.

OWNER:

CITY OF FIFE

BY: _____
Subir Mukerjee, City Manager

PSE #107052006
RW-096384 11242215

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Subir Mukerjee, to me known or proved by satisfactory evidence to be the person who signed as City Manager, of **CITY OF FIFE**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

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
LEGAL DESCRIPTION OF PROERTY

The land referred to is situated in the County of Pierce, City of Fife, State of Washington, and is described as follows: That portion of the Southwest quarter of the Northeast quarter of Section 17, Township 20 North, Range 4 East of the W.M., in Pierce County, Washington, described as follows: Beginning at a point 285.50 feet South of the Northeast corner of said Southwest quarter of the Northwest quarter; THENCE West, 900 feet, more or less, to the centerline of Wapato Creek; THENCE Southeasterly, along the centerline of said creek, 450 feet, more or less, to the Easterly line of a tract of land conveyed to Arthur J. Stephens and Glee Stephens, husband and wife by deed recorded under Recording No. 1378318, records of Pierce County, Washington; THENCE Southwesterly, along said Easterly line of Stephens Tract, 70 feet to the intersection with the Easterly line of Pacific Highway; THENCE Southeasterly, along said highway to the South line of said Southwest quarter of the Northeast quarter; THENCE East, to the Southeast corner of said Southwest quarter of the Northeast quarter; THENCE North, to the Point of Beginning;

EXCEPT the North 263 feet thereof;

ALSO EXCEPT that portion thereof, described as follows: Commencing at the Northeast corner of said Southwest quarter of the Northeast quarter; THENCE South, along the East line of said subdivision, 1,155 feet to the Point of Beginning; THENCE North 66°55'00" West, 483.30 feet; THENCE South 22°17'04" West, 186.60 feet to the Northerly line of Valley Avenue East; THENCE Southeasterly, along said Northerly line, to the South line of said Southwest quarter of the Northeast quarter; THENCE Easterly, to the Southeast corner of said Southwest quarter of the Northeast quarter; THENCE North, to the Point of Beginning, pursuant to the Stipulation and Judgment Quieting Title by Pierce County Superior Court Case No. 09-2-10160-0, recorded under Recording No. 201203160277, records of Pierce County, Washington; AND EXCEPT that portion within Freeman County Road (82nd Avenue East,) as described in that survey recorded under Recording No. 9709190172, records of Pierce County, Washington; AND ALSO EXCEPT that portion thereof conveyed to the City of Fife by deed recorded under Recording No. 200812220592, records of Pierce County, Washington. SITUATE in the County of Pierce, State of Washington.