

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

PROPOSED BY: Parks

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

RESOLUTION NO. \_\_\_\_\_

### GRANTING AN EASEMENT TO PUGET SOUND ENERGY

WHEREAS, Whatcom County is the co-owner of a parcel within Stimpson Family Nature Reserve (Assessor's Tax No. 380335 492190 0000) with the City of Bellingham through a joint management agreement (Whatcom County Contract No. 200411022); and,

WHEREAS, an adjoining property has requested from Puget Sound Energy to utilize an existing road easement, Whatcom County Auditor's File No. 1970800500 that crosses Stimpson Family Nature Reserve to provide electrical service to their property; and,

WHEREAS, said existing easement does not allow for the installation, maintenance, and operation of utilities; and,

WHEREAS, Puget Sound Energy has requested that Whatcom County and the City of Bellingham grant an easement to them so that they can provide electrical services to the adjoining property; and,

WHEREAS, the proposed easement lies entirely within the existing easement and will not result in any additional private encroachments onto public property; and

WHEREAS, the City of Bellingham has indicated their support for granting of the utility easement; and

WHEREAS, the Parks Department recommends approval of the utility easement for no compensation.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Executive is authorized to execute an easement for Puget Sound Energy as shown in Exhibit A.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024

ATTEST:

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

\_\_\_\_\_  
Dana Brown-Davis, County Clerk

\_\_\_\_\_  
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Approved by email / Brandon Waldron/LB  
Chief Civil Deputy Prosecutor

EXHIBIT - A  
Puget Sound Energy  
Utility Easement

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: Real Estate/Right of Way  
1660 Park Lane  
Burlington, WA 98233



**EASEMENT**

REFERENCE #: N/A  
GRANTOR: WHATCOM COUNTY AND CITY OF BELLINGHAM  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: LOT C, J & R ANDERSON LLA  
ASSESSOR'S TAX #: 380335 492190 0000 / PID 82443

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WHATCOM COUNTY**, a Washington municipal corporation and **CITY OF BELLINGHAM**, a Washington municipal corporation ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property in Whatcom County, Washington (the "Property"):

**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 upon that portion of the Property the ("Easement Area") described as follows:

A RIGHT OF WAY TEN (10) FEET IN WIDTH WITH FIVE (5) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

**THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL GENERALLY LOCATED AS DEPICTED IN ATTACHED EXHIBIT "B".**

***This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.***

**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 the purposes of transmission, distribution and sale of electricity. Such systems may include:

**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, PSE may, from time to time, construct such additional facilities as it may require for such systems.

**2. Access.** PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

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

**4. Restoration.** Following the 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.

**5. 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 perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

**6. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or 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, its employees, agents or contractors or the negligence of third parties.

**7. Attorneys' Fees.** The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

**8. Successors and Assigns.** This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

**9. Complete Agreement; Amendment; Counterparts.** This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

**10. Warranty and Representation of Authority.** The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

**11. Severability.** Invalidity of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other

**12. Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

OWNER:

**WHATCOM COUNTY**, a Washington municipal corporation

Approved as to form:

SATPAL SIDHU, County Executive

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 **SATPAL SIDHU**, to me known to be the person(s) who signed as County Executive, of **WHATCOM COUNTY, a Washington municipal corporation**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said **corporation**, for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

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:

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

OWNER: **CITY OF BELLINGHAM, a Washington municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
By: **KIM LUND**, Mayor

\_\_\_\_\_  
By: Office of City Attorney

\_\_\_\_\_  
By: Finance Director

\_\_\_\_\_  
By: Department Head

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 **KIM LUND**, to me known to be the person who signed as **Mayor** of the **CITY OF BELLINGHAM, a Washington municipal corporation**, that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of said **CITY OF BELLINGHAM** for the uses and purposes therein mentioned; and on oath stated that she was authorized to execute the said instrument on behalf of said **CITY OF BELLINGHAM**.

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”**

### **Parcel A:**

Lot C, J & R Anderson Lot Line Adjustment, according to the plat thereof, recorded November 24, 2004, under Whatcom County Auditor's File No. 2041104193, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

### **Parcel A-1:**

An easement for common roadway and utility corridor as created by and defined in instrument recorded August 5, 1997 under Auditors' File No. 1970800500, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

## Exhibit "B"

