

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 264

A RESOLUTION, approving the grant of an additional pipeline easement to El Paso Natural Gas Company for a consideration of \$10,000; approving the form of an amendment to the existing pipeline easement; and authorizing and empowering the Mayor and Clerk to sign on behalf of the City of Redmond.

WHEREAS, the City of Redmond granted a right of way on February 24, 1956, to Pacific Northwest Pipeline Corporation, to construct, maintain and operate a pipeline or pipelines upon a fifty (50) foot easement across certain City-owned property in King County, Washington; and

WHEREAS, El Paso Natural Gas Company, the successor in interest to Pacific Northwest Pipeline Corporation, desires to construct an additional pipeline within such right-of-way easement, but desires to obtain additional right of way for such purposes; and

WHEREAS, the City Council has considered the request of El Paso Natural Gas Company and has determined that such additional easement should be granted upon the payment of a consideration of \$10,000, as an amendment to the existing Right of Way Contract; NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

1. That the City shall grant an additional right-of-way easement to El Paso Natural Gas Company to construct, maintain and operate a pipeline or pipelines over, across and under the following described real property in the City of Redmond, King County, Washington, to wit:

An additional right of way ten (10) feet in width, parallel and adjacent to and easterly of the existing fifty (50) foot width of right of way referred to in "Exhibit A", thus providing one continuous right of way sixty (60) feet in width being twenty (20) feet westerly and forth (40) feet easterly of the survey line, which is also the center line of the now existing pipe line across the above described land. Said survey line is described as follows:

Beginning at a point in the south line of the NW $\frac{1}{4}$  of Section 33, Township 26 North, Range 6 East, W.M., from which the south quarter corner of said Section 33 bears S 4°52'E, a distance of 2571.5'; thence

N 11°58' W a distance of 346.5'; thence N 3°58' W a distance of 268.6'; thence N 4°11' W a distance of 1,062.3'; thence N 15°29' W a distance of 125.9'; thence N 0°46' E a distance of 650.4'; thence N 4°27' W a distance of 143.3' to a point in the north line of said Section 33, crossing into Section 28, Township 26 North, Range 6 East, W.M., and continuing N 4°27' W a distance of 1,882.3'; thence N 5°00' W a distance of 989.6', thence N 19°13' W a distance of 563.0'; thence N 6°55' W a distance of 164.4'; thence N 3°48' W a distance of 1,894.4'; thence N 9°30' W a distance of 29.0' to a point in the north line of said Section 28, said point bearing east, along the section line, a distance of 1,480' from the northwest corner of said Section 28. Said survey line traverses Grantor's property a total distance of 8,119.7 feet, or 492.17 rods.

Such additional easement shall be granted as an amendment to the previous Right of Way Contract, dated February 24, 1956, recorded in volume 3579, page 115 and in volume 3579, page 78, records of King County, Washington, all in accordance with the terms and conditions of the "Additional Pipeline Easement and Amendment of Right of Way Contract" which is marked "Exhibit A" and attached hereto and by this reference made a part hereof. The Mayor and City Clerk are hereby authorized and empowered to sign and execute such additional pipeline easement and amendment to Right of Way Contract on behalf of the City of Redmond.

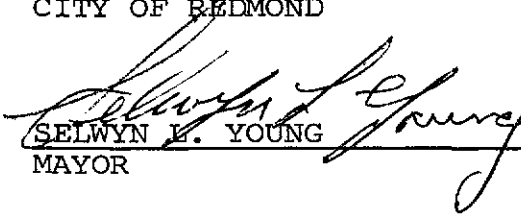
2. The additional pipeline easement and amendment to Right of Way Contract is granted by the City of Redmond in consideration of the payment to the City of El Paso Natural Gas Company of the total sum of \$10,000 which will be considered as payment for the additional easement, damages which have been done or will be done to the easement premises during construction of the additional pipeline and as the agreed consideration for the location of the additional pipeline, as follows:

Consideration for additional pipeline easement and amendment to Right of Way Contract	\$ 7,500.00
Damages	2,000.00
Consideration for location of additional pipeline	<u>500.00</u>
Total	<u>\$10,000.00</u>

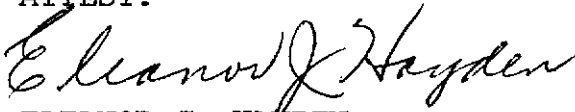
3. This resolution shall take effect immediately upon its passage and approval. The City Clerk is authorized and directed to provide a certified copy of this resolution to El Paso Natural Gas Company.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, AND APPROVED by the Mayor this 16th day of March, 1971.

CITY OF REDMOND

  
SELWYN E. YOUNG  
MAYOR

ATTEST:



ELEANOR J. HAYDEN  
CITY CLERK

APPROVED AS TO FORM:

  
JOHN D. LAWSON  
CITY ATTORNEY

ADDITIONAL PIPELINE EASEMENT AND  
AMENDMENT OF RIGHT OF WAY CONTRACT

THIS AGREEMENT is made and executed this 16th day of March, 1971, by and between the CITY OF REDMOND, a non-charter code city of the State of Washington, as Grantor, and EL PASO NATURAL GAS COMPANY, a Delaware corporation, as Grantee, for the uses and purposes herein mentioned.

WHEREAS, by that certain Right of Way Contract dated February 24, 1956, recorded in the Records of King County, Washington, in volume 3579, Page 115, Town of Redmond, and by that certain Right of Way Contract, dated February 24, 1956, recorded in the Records of King County, Washington, in Volume 3579, Page 78, the Town of Redmond, as Grantor, granted and conveyed unto Pacific Northwest Pipeline Corporation, a Delaware Corporation, its successors and assigns, a right of way and easement to construct, maintain and operate a pipeline or pipelines on a right of way fifty (50) feet in width over and across the following described lands situated in King County, Washington to wit:

Township 26 North, Range 6 East, W.M.  
Section 33: E $\frac{1}{2}$ NW $\frac{1}{4}$   
28: E $\frac{1}{2}$ W $\frac{1}{2}$

WHEREAS, El Paso Natural Gas Company, a Delaware Corporation, hereinafter referred to as Grantee, is the successor in interest to Pacific Northwest Pipeline Corporation, and;

WHEREAS The City of Redmond, hereinafter referred to as the Grantor, is now the owner of the above described property and;

WHEREAS, the Grantor and Grantee desire to, and have agreed to amend said Right of Way Contract.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other consideration paid to the Grantor by the Grantee herein, the receipt of which is hereby acknowledged, the Grantor and Grantee do hereby amend said Right of Way Contract to provide as follows:

1. Grantor does hereby convey and grant to Grantee An additional right of way ten (10) feet in width parallel and adjacent to and easterly of the existing fifty (50) foot width of right of way referred to above, thus providing one continuous right of way sixty (60) feet in width being twenty (20) feet westerly and forth (40) feet easterly of the survey line, which is also the center line of the now existing pipe line across the above described land. Said survey line is described as follows:

Beginning at a point in the south line of the NW $\frac{1}{4}$  of Section 33, Township 26 North, Range 6 East, W.M., from which the south quarter corner of said Section 33 bears S 4°52' E, a distance of 2571.5'; thence N 11°58' W a distance of 346.5'; thence N 3°58' W a distance of 268.6'; thence N 4°11' W a distance of 1,062.3'; thence N 15°29' W a distance of 125.9'; thence N 0°46' E a distance of 650.4'; thence N 4°27' W a distance of 143.3' to a point in the north line of said Section 33, crossing into Section 28, Township 26 North, Range 6 East, W.M., and continuing N 4°27' W a distance of 1,882.3'; thence N 5°00' W a distance of 989.6', thence N 19°13' W a distance of 563.0'; thence N 6°55' W a distance of 164.4'; thence N 3°48' W a distance of 1,894.4'; thence N 9°30' W a distance of 29.0' to a point in the north line of said Section 28, said point bearing east, along the section line, a distance of 1,480' from the northwest corner of said Section 28. Said survey line traverses Grantor's property a total distance of 8,119.7 feet, or 492.17 rods.

2. During the period of construction of the second pipe line, on the above described right of way, Grantee may use an additional twenty (20) feet of Grantor's property along and adjacent to the easterly side of said sixty (60) foot right of way.
3. The right to install and maintain, in connection with said pipeline or pipelines, a valve assembly, including fittings and piping incident thereto. Any portion of such assembly which extends above the surface will be fenced. The fenced area will not exceed 20' x 30' and will be within the boundaries of the said sixty (60) foot right of way. Should Grantee desire any additional above-ground facilities, Grantee will consult with Grantor's Engineering Department in connection with the location, fencing and marking of such facilities and Grantee will cooperate with Grantor to the extent possible and in keeping with good engineering practices, so as to cause the least possible interference with Grantor's use of the right of way.
4. Grantor may use the right of way for trails, park and recreational purposes and may landscape and improve said right of way and make street over-crossings of said right of way so long as such use, improvements and over-crossings are not inconsistent with Grantee's rights and with the understanding the earth cover over the pipelines is not to be reduced. Grantor will maintain the right of way within improved and/or landscaped areas in such manner as to provide ready ingress and egress by Grantee and Grantee shall not exercise a brush control program within such areas.

5. Within a reasonable time, following construction of the second pipeline, Grantee shall furnish Grantor's Engineering Department an as-built drawing of the then existing pipelines, valve assembly and any other of Grantee's facilities located upon Grantor's above described lands.
6. Upon request, by Grantor, to Manager, Right of Way Department, El Paso Natural Gas Company, P.O. Box 1492, El Paso, Texas, 79999, Grantee will monument the boundaries of the right of way without cost to Grantor.

Said Right of Way Contract, as hereby amended, shall be binding upon the parties hereto, their heirs, successors and assigns.

Except as hereby amended all terms and provisions of said Right of Way Contract are continued in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and executed by its duly authorized officers.

CITY OF REDMOND (Grantor)

By \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

EL PASO NATURAL GAS COMPANY (Grantee)

By \_\_\_\_\_  
Wm. F. Howard  
Attorney-in-Fact

STATE OF WASHINGTON )  
                                  : ss.  
COUNTY OF KING        )

THIS IS TO CERTIFY, that on this day personally appeared before me SELWYN L. YOUNG and ELEANOR J. HAYDEN, to me known to be the Mayor and City Clerk, respectively, of the CITY OF REDMOND, Washington, a municipal corporation of the State of Washington, and acknowledged the within and foregoing instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1971.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Redmond.

