

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MILLWOOD, SPOKANE COUNTY, WASHINGTON, GRANTING AVISTA CORPORATION AN UNDERGROUND ELECTRIC DISTRIBUTION LINE EASEMENT; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to RCW 35A.11.020, the City Council of the City of Millwood (the "Council") is authorized, among other things, to maintain, regulate, and use real property of all kinds owned by the City of Millwood (the "City"), and

WHEREAS, the City owns the real property commonly known as Millwood City Park (the "Property), and

WHEREAS, Avista Corporation ("Avista") has requested the City grant Avista an easement on the Property for the purpose of installing an underground electrical distribution line, and

WHEREAS, the Council now desires to grant Avista an easement on the Property based on the terms and conditions set forth herein, and

THE COUNCIL OF THE CITY DOES ORDAIN AS FOLLOWS:

1. Grant of Easement. The City grants Avista an easement in the form and substance substantially similar to the document attached to the Ordinance as Exhibit "A".

2. Ratification. All actions not inconsistent with the provisions of this ordinance heretofore taken by the Council, City, and/or City officials or employees are hereby in all respects ratified, approved, and confirmed.

3. Severability. If any one or more of the provisions of this ordinance shall be declared by any court of competent jurisdiction to be contrary to law, such declaration shall in no way affect the validity of the remaining provisions of this ordinance and the same shall remain in full force and effect.

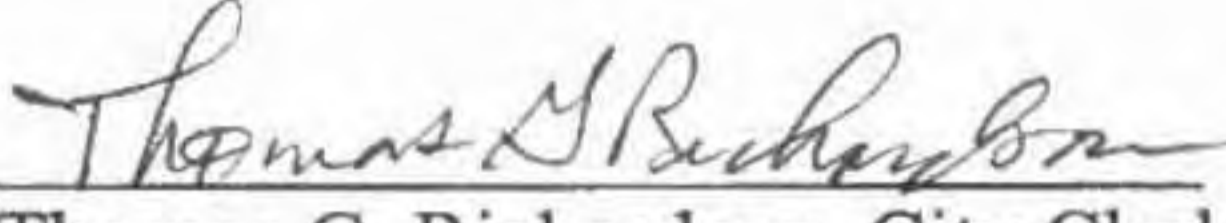
4. Effective Date. This ordinance shall be in full force and effect five days after publication of this ordinance or a summary of this ordinance in the official newspaper of the City required by law.

PASSED BY THE COUNCIL OF THE CITY OF MILLWOOD THIS 5th DAY OF MARCH, 2012.



 DANIEL N. MORK, MAYOR

Attest:


 Thomas G. Richardson, City Clerk

STATE OF WASHINGTON)

)ss:
 County of Spokane)

Thomas G. Richardson, being first duly sworn on oath deposes and says:

I am the Clerk of the City of Millwood, Washington, and the forgoing ordinance entitled "AN ORDINANCE OF THE COUNCIL OF THE CITY OF MILLWOOD, SPOKANE COUNTY, WASHINGTON, GRANTING AVISTA CORPORATION AN UNDERGROUND ELECTRIC DISTRIBUTION LINE EASEMENT; AND PROVIDING FOR OTHER MATTERS RELATED THERETO" is the true and correct copy of the City of Millwood's Ordinance numbered 428 and that the same was posted and published according to law.

Thomas G. Richardson
Thomas G. Richardson

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14TH DAY OF MARCH, 2012.



V.P. Peterson
V.P. PETERSON
Notary Public in and for the
State of Washington, residing at Spokane.
My Commission expires 5-7-2014

Return Address:
Avista Corporation
Real Estate Department
P. O. Box 3727
Spokane, Washington 99220-3727

UNDERGORUND ELECTRIC DISTRIBUTION LINE EASEMENT

For Ten Dollars (\$10.00) and other Mutual Benefits, the receipt of which is hereby acknowledged, _____

City of Millwood

Please print the names of the grantors exactly as they have signed on the signature line(s) on page 2.

having the mailing address of 9103 E. Frederick Avenue, City of Millwood, WA 99206 the undersigned, "Grantor(s)", hereby grant(s), convey(s) and warrants(s) to the AVISTA CORPORATION, "Grantee", a Washington corporation, its successors and assigns, a easement on, over, under, along and across, real property identified by Assessor Parcel # 45082.0029 located in the Northwest (NW4) of Section 8, Township 25 North, Range 44 East, W . M ., Spokane County, State of Washington, described as follows:

The West 450 feet of the North Half of the North Half of the Northwest Quarter of the Northwest Quarter (N1/2 N1/2 NW1/4 NW1/4) of Section 8 lying south of the Union Pacific Railroad right of way. EXCEPT STREETS.. All in City of Millwood, Township 25 North, Range 43 East, W. M., Spokane County, State of Washington.

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, protect and replace, **an underground electric distribution line**, together with assorted poles, overhead conductor wires, 2 anchors and down guys and all necessary underground fixtures and appurtenances ("facilities"), on, over, under, along, and across the herein described property, all as shown more approximately on the drawing attached as Exhibit "A" and by this reference made a part hereof.
2. **ACCESS AND DAMAGE.** Grantee shall have access over and across the above described property and the adjoining property of the Grantor for the purpose of the installation, repair and maintenance of said facilities, provided the Grantee repairs damage or compensates the Grantor for any damage to said properties which are a result of such access, repair and maintenance. Upon installation of the facilities or completion of any repair or access thereafter, Grantee shall restore the Property to the same or better condition as it existed prior to installation of the facilities.
3. **RIGHT OF WAY CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any and all brush, branches and trees, including danger trees, on the above described property of the Grantor, that in the opinion of the Grantee, interferes with the safe and reliable operation of Grantee's facilities as described herein, or that interferes with the exercise of Grantee's rights as granted herein.

4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to the use and enjoyment of the property described herein, but such use shall not conflict or interfere with the Grantee's rights herein granted. Grantor shall not construct, place or maintain any building or structures within said easement strip that would interfere with the maintenance or safe operation of said facilities or that are not in compliance with all safety and building codes, regulations and laws.

5. **INDEMNITY.** The Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for damages suffered by Grantor including Grantor's elected and/or appointed officials, employees, agents, guests and employees which may be caused by Grantee's negligence in the exercise of the rights herein granted, provided, that the Grantee shall not be responsible to Grantor or Grantor's elected and/or appointed officials, employees, agents, guests or employees for any damages or injury to any person or property caused by acts or omissions of Grantor, including Grantor's elected and/or appointed officials, employees, agents, guests or invitees.

6. **SUCCESSORS AND ASSIGNS.** The rights and obligations of the parties shall be for the benefit of and be binding upon their respective corporate successors, heirs and assigns.

7. **NO THIRD PARTY RIGHTS.** The rights granted to Grantee hereunder shall not be for the benefit of any other person or entity other than Grantee.

8. **TITLE.** The rights granted herein are subject to all permits, leases, licenses and easement on the Property, if any, granted by the City.

9. **TERM.** The rights granted herein shall be perpetual; provided, however, such rights shall not be construed to allow Grantee to relocate the facilities without the prior written consent of Grantor.

Witness [Signature] hand(s) this 14th day of MARCH, 20 12.

Grantor Signature

Grantor Signature

Print Grantor Name

[Signature]

Dan Mork, Mayor

STATE OF WASHINGTON)
COUNTY OF SPOKANE) SS.

On this day personally appeared before me, DANIEL N. MORK

Please print the names of the grantors exactly as they have signed on the signature line(s) on page 2.

to me known to be the individual(s) described in and who executed the within and forgoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned on behalf of the City of Millwood, a city duly organized and existing under and by virtue of the constitution and laws of the State of Washington.

GIVEN under my hand and official seal this 14th day of MARCH, 20 12.

W.P. Peterson
Signature of Notary

V. P. PETERSON
Print Name of Notary

Notary Public in and for the
State of WASHINGTON

Residing at SPOKANE CO

My commission expires 5-7-2014





Exhibit "B" - City of Millwood - City Park Parcel

This drawing is provided to assist with determining the approximate location of Avista facilities. This drawing is not to scale. Do not scale.

