

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
ROW Department Attn: CEB  
3130 South 38<sup>th</sup> Street  
Tacoma, WA 98409

**EASEMENT**

**REFERENCE #:**

**GRANTOR: CITY OF OLYMPIA**  
**GRANTEE: PUGET SOUND ENERGY, INC.**  
**SHORT LEGAL: TR 10 PTN TR 11 COLLEGE CITY BERRY TRS PTN NE SE 18-18N-1W W.M.**  
**ASSESSOR'S TAX #: 41701000100**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF OLYMPIA**, 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, along, across and through the following described real property in **THURSTON** County, Washington (the "Property"):

**TRACT 10 AND THAT PORTION OF TRACT 11 OF COLLEGE CITY BERRY TRACTS, AS RECORDED IN VOLUME 9 OF PLATS, PAGE 7, LYING NORTHWESTERLY OF PRIMARY STATE HIGHWAY NO. 1, EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED JANUARY 15, 1957 UNDER AUDITOR'S FILE NO. 580057, JANUARY 24, 1957 UNDER AUDITOR'S FILE NO. 580325 AND JULY 3, 1985 UNDER AUDITOR'S FILE NO. 8507030084, IN THURSTON COUNTY, WASHINGTON.**

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:

**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 OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED, LYING WITHIN THE ABOVE DESCRIBED REAL PROPERTY.**

**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 distribution and sale of electricity and natural gas. Such systems may include, but are not limited to:

**a. Overhead facilities.** Poles and other support structures with crossarms, braces, guys and anchors; electric distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

**b. Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; Grantee's 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. Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, 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 of (except that PSE shall have no obligation to give Owner such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Owner shall not be entitled to compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE in connection with the initial installation of facilities on the Property.

**5. 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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 provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

**13. 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.

DATED this 26 day of May, 2023

OWNER: **CITY OF OLYMPIA**

BY: [Signature]

Title: City Manager

STATE OF WASHINGTON )  
 )SS  
COUNTY OF )

On this 26 day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven Jay Burney to me known to be the person who signed as City Manager of **CITY OF OLYMPIA** that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of **CITY OF OLYMPIA** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **CITY OF OLYMPIA**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Signature]  
NOTARY PUBLIC in and for the State of Washington,

Residing at: Thurston County

My Appointment Expires: 8-09-26

APPROVED AS TO FORM:

Michael M. Young  
Deputy City Attorney

Notary seal, text and all notations must not be placed within 1" margins