

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
3130 So. 38th Street
Tacoma, WA 98409
SRG



EASEMENT

ORIGINAL

REFERENCE #:
GRANTOR (Owner): **CITY OF OLYMPIA**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **S ½, SE ¼, SW ¼; S-19, T-18N, R-01E**
ASSESSOR'S PROPERTY TAX PARCEL: **PTN OF 218-19-130101**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **THE CITY OF OLYMPIA, a municipal corporation** ("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 **Thurston County, Washington**:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 18 NORTH, RANGE 01E, W.M., IN THURSTON COUNTY, WASHINGTON.

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

SEE EXHIBIT(S) "A" AND "B" ATTACHED HERETO FOR EASEMENT LOCATIONS AND DESCRIPTIONS.

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 electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and 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;

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. 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, except in the event of an emergency, 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. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. 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.

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 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.

6. 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.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. 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 _____, 2016

OWNER: **CITY OF OLYMPIA, a municipal corporation**

BY: _____

Approved as to form

TITLE: _____

City Attorney

STATE OF WASHINGTON)
) SS
COUNTY OF THURSTON)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, (title, position), of **CITY OF OLYMPIA**, the municipal corporation 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 **CITY OF OLYMPIA** 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 **CITY OF OLYMPIA**.

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

Anchor Easement for Parcel 21819130101



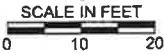




A portion of the Southwest quarter of Section 19, Township 18 North, Range 1 East, W.M. in Thurston County, Washington, lying easterly of St. Clair Cutoff Road and being more particularly described as follows:

Commencing at the South quarter corner of said Section 19;
Thence along the South line of said Southwest quarter North 88°40'06" West 173.69 feet to the True Point of Beginning;
Thence continuing along said South line North 88°40'06" West 2.49 feet to the easterly margin of said St. Clair Cutoff Road, and a point on a non-tangent curve to the left, the center of which bears South 73°49'23" West, with a radius of 580.00 feet;
Thence northerly along said easterly margin and said curve through a central angle of 00°53'21", an arc length of 9.00 feet;
Thence North 65°32'48" East 24.33 feet;
Thence South 24°27'12" East 10.00 feet;
Thence South 65°32'48" West 23.31 feet to the True Point of Beginning;

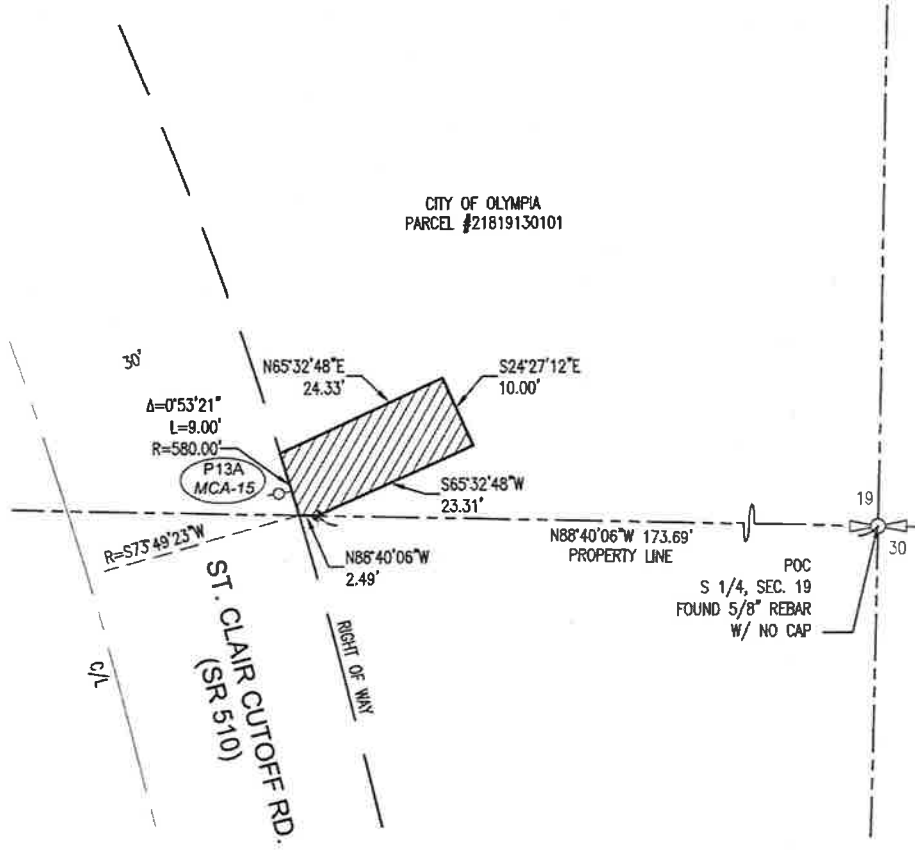
Easement area contains 249 square feet, more or less.



11-10-15

  SCALE IN FEET 	LEGEND  ANCHOR EASEMENT  TRUE POINT OF BEGINNING  POWER POLE  POC POINT OF COMMENCEMENT	EXHIBIT A Puget Sound Energy Anchor Easement for: Parcel #21819130101
	AREA = 249 S.F.	DATE: Nov 10, 2015 FILE: SV-1605-MCA15-ESMTS

A PORTION OF THE
SW 1/4 OF SECTION 19, T18N, R1E, W.M.
THURSTON COUNTY, WA



11-10-15

Parametrix SCALE IN FEET 0 10 20	LEGEND ANCHOR EASEMENT TRUE POINT OF BEGINNING POWER POLE POC POINT OF COMMENCEMENT	EXHIBIT B Puget Sound Energy Anchor Easement for: Parcel #21819130101
	AREA = 249 S.F. DATE: Nov 10, 2015 FILE: SV-1605-MCA15-ESMTS	

Anchor Easement for Parcel 21819130101

A portion of the Southwest quarter of Section 19, Township 18 North, Range 1 East, W.M. in Thurston County, Washington, lying easterly of St. Clair Cutoff Road and being more particularly described as follows:

Commencing at the South quarter corner of said Section 19;
 Thence along the South line of said Southwest quarter North 88°40'06" West 176.18 feet to the easterly margin of said St. Clair Cutoff Road, and a point on a non-tangent curve to the left, the center of which bears South 73°49'23" West, with a radius of 580.00 feet;
 Thence northerly along said easterly margin and said curve through a central angle of 14°33'55", an arc length of 147.44 feet to a point on a tangent curve to the left, with a radius of 580.00 feet, said point also being the True Point of Beginning;
 Thence along said easterly margin and said curve through a central angle of 00°59'16", an arc length of 10.00 feet;
 Thence North 58°45'50" East 15.02 feet;
 Thence South 31°14'10" East 10.00 feet;
 Thence South 58°45'50" West 15.02 feet to the True Point of Beginning;

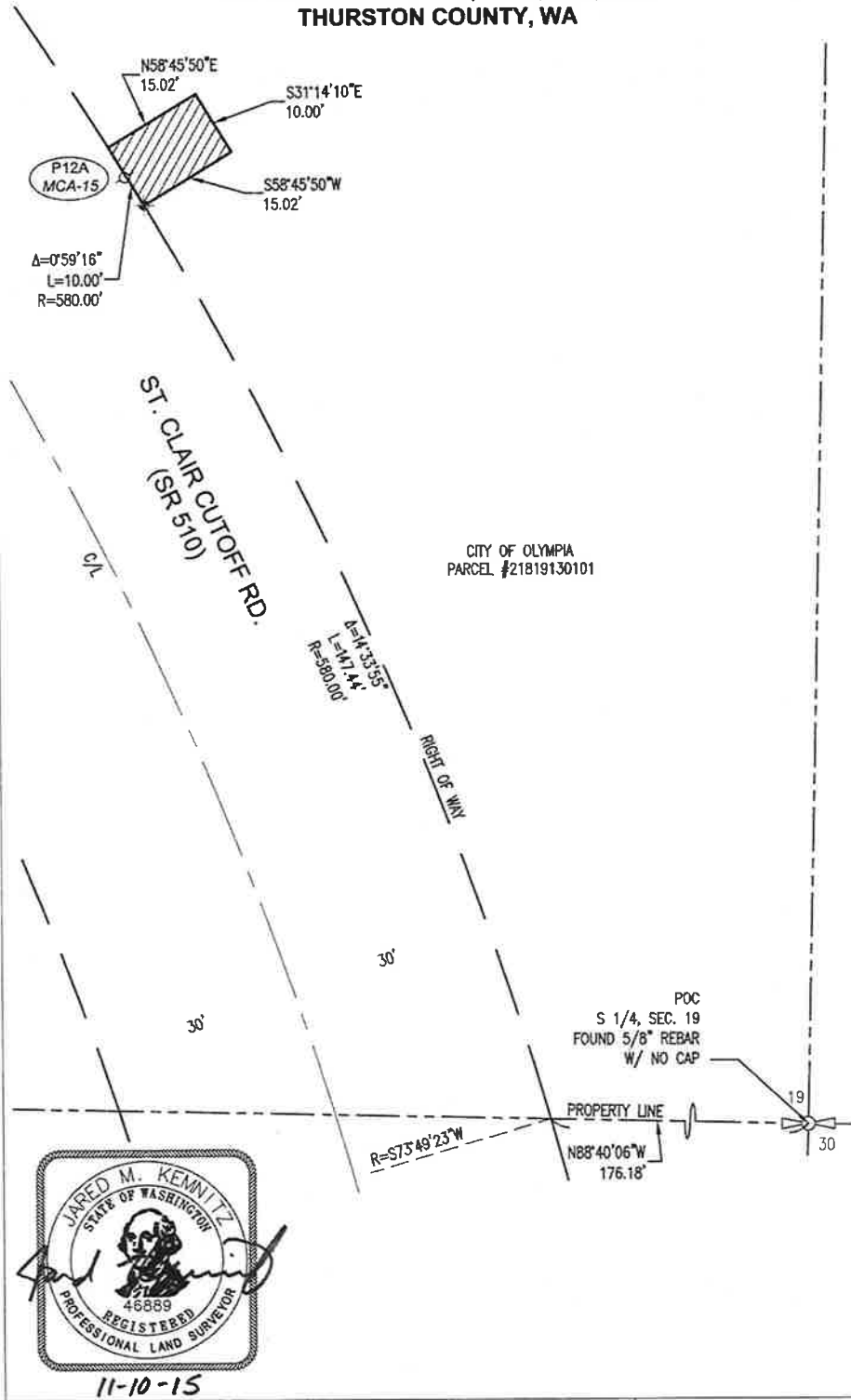
Easement area contains 150 square feet, more or less.



11-10-15

Parametrix SCALE IN FEET 0 10 20	LEGEND [Hatched Box] ANCHOR EASEMENT [Star in Circle] TRUE POINT OF BEGINNING [Circle with Dot] POWER POLE [Circle with X] POC POINT OF COMMENCEMENT		EXHIBIT A Puget Sound Energy Anchor Easement for: Parcel #21819130101
	AREA = 150 S.F.	DATE: Nov 10, 2015 FILE: SV-1605-MCA15-ESMTS	

**A PORTION OF THE
SW 1/4 OF SECTION 19, T18N, R1E, W.M.
THURSTON COUNTY, WA**



11-10-15

Parametrix SCALE IN FEET 0 10 20	LEGEND ANCHOR EASEMENT TRUE POINT OF BEGINNING POWER POLE POC POINT OF COMMENCEMENT	EXHIBIT B Puget Sound Energy Anchor Easement for: Parcel #21819130101
	AREA = 150 S.F. DATE: Nov 10, 2015 FILE: SV-1605-MCA15-ESMTS	

Overhang and Anchor Easement for Parcel 21819130101








A portion of the Southwest quarter of Section 19, Township 18 North, Range 1 East, W.M. in Thurston County, Washington, lying westerly of St. Clair Cutoff Road and being more particularly described as follows:

Commencing at the South quarter corner of said Section 19;
 Thence along the South line of said Southwest quarter North 88°40'06" West 239.46 feet to the westerly margin of said St. Clair Cutoff Road and the True Point of Beginning;
 Thence continuing along said South line North 88°40'06" West 15.95 feet to a point on a non-tangent curve to the left, the center of which bears South 71°07'03" West, with a radius of 505.00 feet;
 Thence northerly along said westerly margin and said curve through a central angle of 22°24'37", an arc length of 197.52 feet;
 Thence North 41°17'34" West 51.02 feet;
 Thence North 48°42'26" East 5.00 feet;
 Thence North 41°17'34" West 62.22 feet;
 Thence North 42°57'40" West 97.23 feet;
 Thence South 25°43'31" West 15.51 feet;
 Thence North 64°16'29" West 10.00 feet;
 Thence North 25°43'31" East 19.41 feet;
 Thence North 42°57'40" West 24.80 feet;
 Thence North 43°13'08" West 199.88 feet;
 Thence South 37°50'23" West 39.94 feet;
 Thence North 52°09'37" West 10.00 feet;
 Thence North 37°50'23" East 31.39 feet;
 Thence North 43°13'08" West 17.18 feet;
 Thence North 46°46'52" East 10.00 feet;
 Thence North 43°13'08" West 122.87 feet to a point on a non-tangent curve to the right, the center of which bears North 39°08'12" East, with a radius of 720.00 feet;
 Thence northerly along said curve through a central angle of 05°18'27", an arc length of 66.70 feet;
 Thence South 52°31'12" West 18.58 feet;
 Thence North 37°28'48" West 10.00 feet;
 Thence North 52°31'12" East 17.23 feet to a point on a non-tangent curve to the right, the center of which bears North 45°14'50" East, with a radius of 720.00 feet;
 Thence northerly along said curve through a central angle of 16°12'05", an arc length of 203.59 feet;
 Thence South 57°42'03" West 1.97 feet to the easterly margin of Burlington Railroad, and a point on a non-tangent curve to the right, the center of which bears North 69°23'53" East, with a radius of 2035.11 feet;
 Thence northerly along said easterly margin and said curve through a central angle of 00°25'54", an arc length of 15.33 feet;
 Thence North 57°42'03" East 9.98 feet to said westerly margin, and a point on a non-tangent curve to the left, the center of which bears North 62°42'55" East, with a radius of 710.00 feet;
 Thence southerly along said westerly margin and said curve through a central angle of 23°37'56", an arc length of 292.85 feet;
 Thence continuing along said westerly margin the following four courses:
 South 43°13'08" East 349.16 feet;
 South 42°57'40" East 132.93 feet;
 South 41°17'34" East 113.39 feet to a point on a tangent curve to the right, with a radius of 520.00 feet;
 Thence southerly along said curve through a central angle of 23°01'04", an arc length of 208.90 feet to the True Point of Beginning;

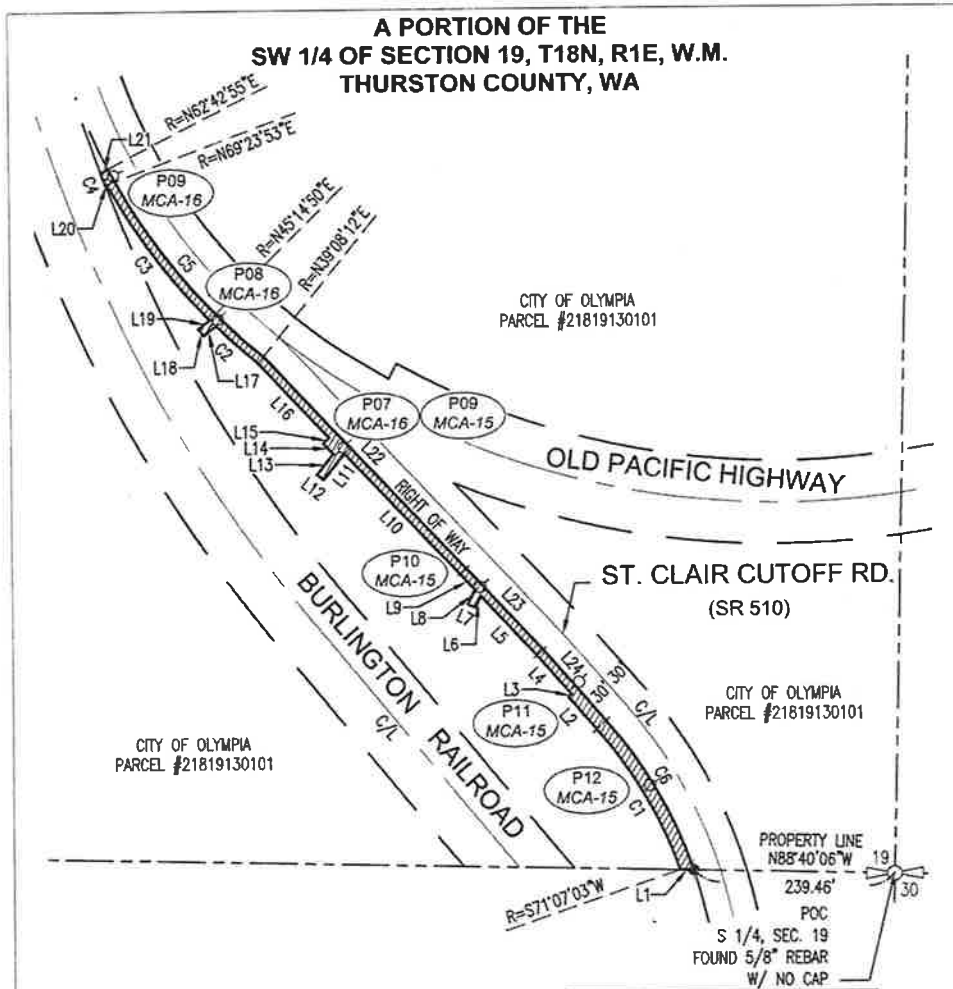
Easement area contains 13,133 square feet, more or less.



11-10-15

  SCALE IN FEET 	LEGEND		EXHIBIT A Puget Sound Energy Overhang and Anchor Easement for: Parcel #21819130101
	 OVERHANG & ANCHOR EASEMENT  TRUE POINT OF BEGINNING  POWER POLE  POINT OF COMMENCEMENT	AREA = 13,133 S.F.	

**A PORTION OF THE
SW 1/4 OF SECTION 19, T18N, R1E, W.M.
THURSTON COUNTY, WA**



LINE TABLE		
Line #	Length	Direction
L1	15.95	N88°40'06\"W
L2	51.02	N41°17'34\"W
L3	5.00	N48°42'26\"E
L4	62.22	N41°17'34\"W
L5	97.23	N42°57'40\"W
L6	15.51	S25°43'31\"W
L7	10.00	N64°16'29\"W
L8	19.41	N25°43'31\"E
L9	24.80	N42°57'40\"W
L10	199.88	N43°13'08\"W
L11	39.94	S37°50'23\"W
L12	10.00	N52°09'37\"W

LINE TABLE		
Line #	Length	Direction
L13	31.39	N37°50'23\"E
L14	17.18	N43°13'08\"W
L15	10.00	N46°46'52\"E
L16	122.87	N43°13'08\"W
L17	18.58	S52°31'12\"W
L18	10.00	N37°28'48\"W
L19	17.23	N52°31'12\"E
L20	1.97	S57°42'03\"W
L21	9.98	N57°42'03\"E
L22	349.16	S43°13'08\"E
L23	132.93	S42°57'40\"E
L24	113.39	S41°17'34\"E

CURVE TABLE			
Curve #	Length	Radius	Delta
C1	197.52	505.00	22°24'37\"
C2	66.70	720.00	05°18'27\"
C3	203.59	720.00	16°12'05\"
C4	15.33	2035.11	00°25'54\"
C5	292.85	710.00	23°37'56\"
C6	208.90	520.00	23°01'04\"



11-10-15

	LEGEND	EXHIBIT B Puget Sound Energy Overhang and Anchor Easement for: Parcel #21819130101