RETURN ADDRESS: Puget Sound Energy, Inc. Attn: ROW Department/Erio Loe ℃ ルムム、 355<u>110</u>[®] Ave NE EST-06W Bellevue, WA 98004

EASEMENT

REFERENCE # 111007786 GRANTOR: City of Olympia

GRANTEE: PUGET SOUND ENERGY, INC. SHORT LEGAL: Pci B BLA-07-109613TC

ASSESSOR'S PROPERTY TAX PARCEL: 12836130100

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, City of Olympia ("Grantor" herein), hereby grants, bargains, sells and conveys to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, along, across and through the following described real property ("Property" herein) in Thurston County, Washington:

PARCEL B OF BOUNDARY LINE ADJUSTMENT No. BLA-07-109613TC, AS RECORDED DECEMBER 28 2007 UNDER AUDITOR'S FILE No. 3980348.

EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY DEED RECORDED ON JUNE 17, 2009 UNDER THURSTON COUNTY AUDITOR'S FILE No. 4091079.

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

REFER TO EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge 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, towers 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, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of brush, trees or other vegetation in the Easement Area that could impact Grantee's electric utility system, but in doing so shall make a reasonable effort to communicate with Grantor to ensure that brush, trees or other vegetation that Grantor wishes to retain in the Park remain undisturbed. Grantee is not required to provide prior notice to Grantor when trees are cut, trimmed, removed, or otherwise

disposed of in response to emergency conditions impacting Grantee's electric utility system, so long as Grantee performs only such clearing and maintenance as is reasonably necessary under the emergency circumstances. Grantee shall pay Grantor the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

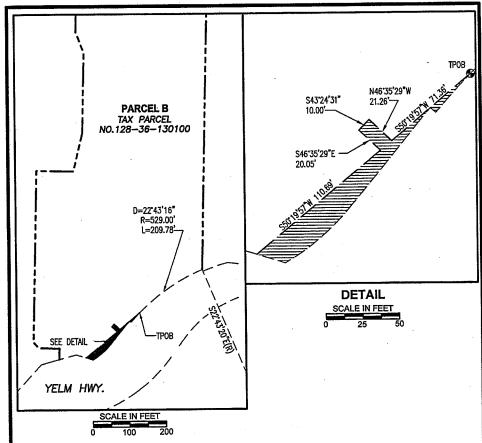
- 3. Trees Outside Easement Area. Grantee shall notify Grantor if Grantee wishes to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's judgment, interfere with or create a hazard to Grantee's systems. Grantor shall, within thirty (30) days of such notice from Grantee identifying any such trees, approve or deny Grantee's request. Grantee shall pay Grantor the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.
- 4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, that Grantor may construct a fence surrounding the park area that may be constructed partially in the Grantee's easement, so long as it doesn't impact Grantee's reasonable access to its facilities. Except for the foregoing, Grantor shall not construct or maintain any permanent buildings, structures or other objects on the Easement Area that would interfere with Grantee's system. Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.
- 5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.
- **6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that Grantor has the right to require that Grantee remove its facilities within a reasonable period of time, as determined by Grantor, in the event of such Abandonment or other termination of Easement, at Grantee's expense.

On this ______ day of ______, 2013, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared <u>Steven R. Hall</u>, to me known to be the <u>City Manager</u> of the City of Olympia a Municipal Corporation who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the

COUNTY OF THURSTON)

uses and purposes therein mentioned. GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

	and the production of the control of
	(Signature of Notary)
	(Print or stamp name of Notary)
	NOTARY PUBLIC in and for the State of Washington, residing at
	My Appointment Expires:
PUGET SOUND ENERGY:	
I hereby certify that I am duly authorize easement.	ed by Puget Sound Energy to agree to and accept the terms of this
SIGNATURE PRINT NAME SUPERVISOL LEGE EST	
BURELVISOL LEAL EST	41E
STATE OF WASHINGTON) Pierce) SS COUNTY OF THURSTON)	
be the <u>4</u> of Puget Sound Enacknowledged that he/she/they signed	
CAN L.	(Signature of Notary) Mean L-Hold (Print or stamp name of Notary) NOTARY PUBLIC in and for the State of Washington, residing at Tacana with My Appointment Expires: 4-29-2016
MINOR WASHING	my repointment Expired. V C 1 C-10



ANCHOR AND OVERHANG EASEMENT FOR PARCEL 128-36-1301008:

AN EASEMENT OVER AND ACROSS THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL;

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-07-109613TC, AS RECORDED DECEMBER 28, 2007 UNDER AUDITOR'S FILE NO. 3980348;

EXCEPT THAT PORTION CONVEYED TO THURSTON COUNTY BY BEED RECORDED ON JUNE 17, 2009 UNDER THURSTON COUNTY AUDITOR'S FILE NO. 4091079:

SAID EASEMENT BEING THAT PORTION OF SAID PARCEL LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL, BEING A POINT ON A CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 22'43'20" EAST, HAVING A RADIUS OF 529.00 FEET, SAID POINT ALSO BEING ON THE NORTHERLY MARGIN OF YELM HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT AND ALONG SAID NORTH MARGIN A DISTANCE OF

209.78 FEET THROUGH A CENTRAL ANGLE OF 22'43'16" TO THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED LINE;

THENCE SOUTH 50"9"57" WEST A DISTANCE OF 71.36 FEET; THENCE NORTH 46"35"29" WEST A DISTANCE OF 21.26 FEET; THENCE SOUTH 43"24"31" WEST A DISTANCE OF 10.00 FEET;

THENCE SOUTH 46:35'29" EAST A DISTANCE OF 20.05 FEET;
THENCE SOUTH 50'19'57" WEST A DISTANCE OF 110.69 FEET TO A POINT ON THE NORTHERLY LINE OF YELM HIGHWAY AND THE TERMINUS OF THE HEREIN DESCRIBED LINE;

EXCEPT ANY PORTION THEREOF LYING WITHIN YELM HIGHWAY.

EASEMENT AREA CONTAINING 2163 SQUARE FEET MORE-OR-LESS.



Parametrix

LEGEND TPOB TRUE POINT

OF BEGINNING (R) RADIAL BEARING **EXHIBIT A Puget Sound Energy** Anchor, Pole and **Overhead Easement** Parcel 128-36-130100

AREA = 2163 S.F.

DATE: Aug 23, 2012 FILE: OL1577021P04-V01-BLA