

RETURN ADDRESS:

**Puget Sound Energy, Inc.
Attn: Real Estate/Right of Way
1660 Park Lane
Burlington, WA 98233**



EASEMENT

REFERENCE:

GRANTOR: CITY OF REDMOND

GRANTEE: PUGET SOUND ENERGY, INC.

SHORT LEGAL: POR OF NE 1/4 OF SE 1/4 LY NWLY OF CO RD LESS W 30 FT

ASSESSOR'S PROPERTY TAX PARCEL: 312606-9017

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CITY OF REDMOND, a Washington Municipal Corporation** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in King County, Washington:

**A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31,
TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING
NORTHWESTERLY OF COUNTY ROAD;**

EXCEPT THE WEST THIRTY (30) FEET THEREOF.

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:

**THE SOUTH THIRTY (30) FEET OF THE WEST TEN (10) FEET OF THE FOLLOWING DESCRIBED
PROPERTY:**

**A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP
26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHWESTERLY OF
COUNTY ROAD;**

EXCEPT THE WEST THIRTY (30) FEET THEREOF,

as generally shown on Exhibit A.

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:

a. 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; and.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; 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 execution of this document and initial construction of Grantee's facilities provided for under this Easement, Grantee shall not enlarge or extend its existing facilities in the Easement Area without Grantor's written consent. 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, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation to access or protect the facilities in the Easement Area. Grantee 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. Restoration. Following initial installation, repair or extension of its facilities within the Easement Area, Grantee shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by Grantee's work to the condition existing immediately prior to such work, unless said work was done at the request of Grantor, in which case the Grantor shall be responsible for such restoration. All restoration which is the responsibility of Grantee shall be performed as soon as reasonably possible after the completion of Grantee's work and shall be coordinated with Grantor so as to cause the minimum amount of disruption to Grantor's and public's use of the Property.

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, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and 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 no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee 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 inure to the benefit of and be binding upon their respective successors and assigns.

DATED this _____ day of _____, 20____.

GRANTOR:

**CITY OF REDMOND,
a municipal corporation**

BY: _____
John Marchione, Mayor

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **John Marchione**, to me known or proved by satisfactory evidence to be the person who signed as **Mayor**, of **CITY OF REDMOND**, a **municipal corporation**, that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said **municipal corporation** for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said **CITY OF REDMOND**.

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

EXHIBIT "A"

