



RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: R/W Department (JLA)
P.O. Box 90868 / EST-06W
Bellevue, WA 98009



EXCISE TAX NOT REQUIRED
King County Records Division
By Walt Clippa Deputy **EASEMENT AGREEMENT**

ORIGINAL

REFERENCE #
GRANTOR: CITY OF SEATTLE, a Washington municipal corporation
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: Portion of NE 30-25-04
ASSESSOR'S PROPERTY TAX PARCEL: 408880-3230, -3210, -3170, -3175

CITY OF SEATTLE, a Washington municipal corporation ("Grantor" herein), insofar as Grantor has rights or title, or any hereafter acquired rights or title, hereby grants without warranty to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement ("Easement") under and on a portion of the following described real property ("Property" herein) in King County, Washington:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, BEING A PORTION OF TERRY AVE NORTH AS SHOWN ON SHEET 8 OF 11 ON THE MAP OF LAKE UNION HARBOR (1907), MAPS OF LAKE UNION SHORELANDS AS SURVEYED AND PLATTED AND APPROVED BY THE BOARD OF STATE LAND COMMISSIONERS OF THE STATE OF WASHINGTON (JUNE 4TH, 1907 AND FILED WITH THE CITY OF SEATTLE ON JULY 1ST, 1907), THE SUPPLEMENTAL PLAT OF LAKE UNION SHORELANDS (1933), AND THE SECOND SUPPLEMENTAL MAPS OF LAKE UNION SHORELANDS (1962), DESCRIBED AS FOLLOWS:

TERRY AVENUE NORTH LYING NORTH OF THE NORTHERLY MARGIN OF VALLEY STREET, BETWEEN LAKE UNION SHORE LANDS BLOCKS 74 AND 75, AND LYING SOUTH OF THE LAKE UNION STATE INNER HARBOR LINE.

The portion of the Property that is subject to the Easement is depicted in Exhibit "A" and described as follows:
A strip of land that is Ten (10) feet in width having Five (5) feet of such width on each side of a centerline described as follows ("Easement Area"):

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, and enlarge one utility system for the purpose of transmission, distribution and sale of gas within the Easement Area. Such systems may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; with limited surface appurtenances such as semi-buried or ground-mounted facilities and pads, manholes and meters necessary for inspection and monitoring purposes

Grantee may, from time to time, construct such additional facilities as it may require for such systems, but surface appurtenances shall be limited to those that are necessary for inspection and monitoring purposes and that are reasonably compatible with park use of the Property.

2. **Limitations on Grantee's use.** Lake Union Park is heavily used by the public with many scheduled special events. Consequently, Grantee shall have pedestrian access for its employees and contractors across the Property to the Easement Area for inspection purposes at all times so long as due care is taken to protect the public. For all other activities, except emergency repairs, Grantee shall apply for and obtain a Revocable Use Permit (or other permit or license as required by the Superintendent of Parks and Recreation) and pay such fees as may be applicable prior to any use or occupancy or disturbance of the surface of the Easement Area or any other portion of the Property or Lake Union Park, including access by vehicles or heavy equipment. Grantee shall complete all work as expeditiously as possible and shall be responsible at all times, at its sole cost and expense, for all damage (including costs of repair or restoration or replacement as applicable) to the Easement Area, the Property and Lake Union Park caused by Grantee, its employees, agents, contractors or consultants.

3. **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.

4. **Notices.** All notices, written correspondence, requests for approval or consent, approvals and permits shall be given in writing and shall be delivered to the appropriate party at the addresses below:

Grantor:
Seattle Department of Parks and Recreation
Manager, Property and Acquisition Services
800 Maynard Avenue South, 4th Floor
Seattle, WA 98134-1336

Grantee:
Puget Sound Energy
Attn: Central Right of Way Department
PO Box 90734, Mail Stop EST-06W
Bellevue, WA 98004

5. Indemnity. Grantee shall at all times exercise its rights under this Easement Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

Grantee agrees to defend, save and hold harmless Grantor and its officers, officials, employees, agents, and successors and assigns, from all claims, actions, costs, damages or expense of any nature whatsoever (including reasonable attorneys' fees and costs) for injuries, sickness or death of persons, or any damage to property (except as provided below), caused by the acts or omissions of Grantee, its assigns, agents, contractors, licensees, invitees, employees, in its use of or occupancy of the Easement Area, the Property and Lake Union Park. This obligation does not include such claims, actions, costs, damages or expenses which may be caused by the sole negligence of Grantor, its successors or assigns, and provided further that if the claims, actions, costs, damages or expenses are caused by or result from the concurrent negligence of (a) Grantor, its successors or assigns and/or their agents or employees and (b) Grantee, its agents or employees, or involves those actions covered by RCW 4.24.115 (construction/road improvements), then this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee, its agents or employees. Solely to give full force and effect to Grantee's indemnity obligation contained herein and not for the benefit of any person, Grantee specifically and expressly waives any immunity it may have under the Washington State Industrial Insurance Act, Title 51 RCW, or any other industrial insurance, workers' compensation or similar laws and acknowledges that this waiver was mutually negotiated by the parties. This provision shall not be interpreted or construed as a waiver of Grantee's right to assert such immunity, defense or protection directly against any of its own employees. In no event shall Grantee's indemnification obligations under this Easement Agreement be limited to the extent of any insurance available to or provided by Grantee.

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, the Easement and this Easement Agreement shall terminate, except for the indemnity obligations of Grantee, 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 Agreement to a successor entity authorized to distribute and sell natural gas in the State of Washington. 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 17th day of October, 2013.

GRANTOR:

CITY OF SEATTLE, a Washington municipal corporation

BY: Christa Miller

ITS: Acting Superintendent

GRANTEE:

Puget Sound Energy, a Washington corporation

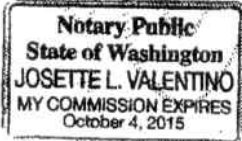
BY: J. Farrell

ITS: Supervisor Real Estate

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this 17th day of OCTOBER, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRISTOPHER WALLIANS to me known to be the person(s) who signed as ACTING SUPERINTENDENT of CITY OF SEATTLE, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be _____ 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 municipal corporation.

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



Josette L. Valentino
(Signature of Notary)
JOSETTE L. VALENTINO
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at KING COUNTY
My Appointment Expires: 10/4/2015

Notary seal, text and all notations must be inside 1" margins
STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 2013, 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(s) who signed as _____ of _____ a _____ corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be _____ free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that _____ was authorized to execute the said instrument on behalf of said municipal corporation.

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



Dorothy Ng
(Signature of Notary)
Dorothy Ng
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My Appointment Expires: 6-15-17

EXHIBIT "A"

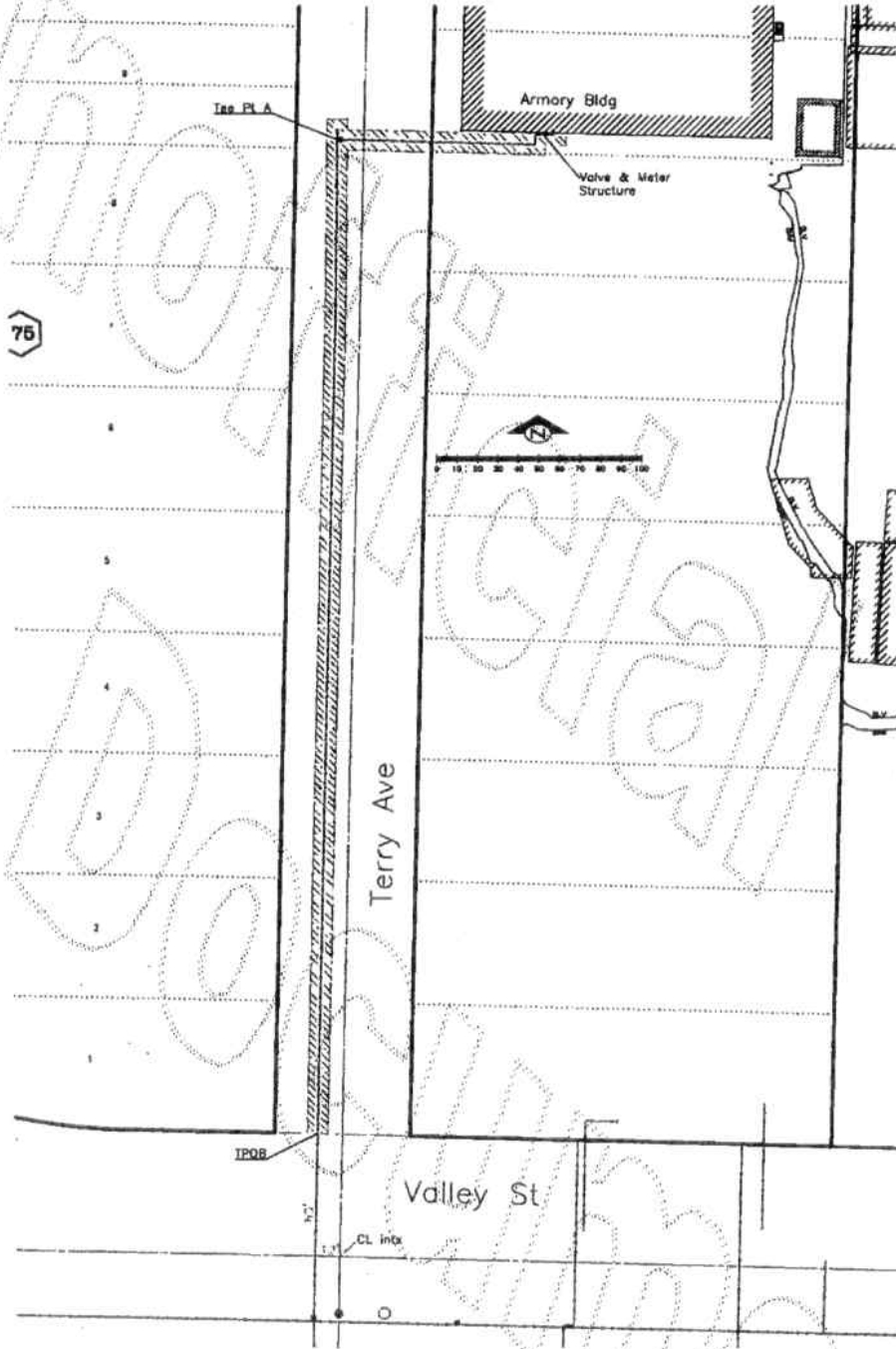


EXHIBIT "B"

That portion of Terry Avenue North lying north of the northerly margin of Valley Street, between Lake Union Shore Lands Blocks 74 and 75 and lying south of the Lake Union State Inner Harbor Line, described as follows:

Commencing at the centerline intersection of Terry Avenue North and Valley Street, thence N 88°33'14" W along said centerline of Valley Street a distance of 12.03 feet to an intersection with an existing 4 inch gas line. Thence N 1°20'42" E along said 4 inch gas line a distance of 60.00 feet to the northerly margin of Valley Street and the True Point of Beginning.

Thence continuing N 1°20'42" E along said 4 inch gas line a distance of 489.60 feet to a tee to the east herein designated Pt A,

Thence continuing N 1°20'42" E a distance of 10.00 feet more or less to a point 5.00 feet northerly of the northerly end of said 4 inch gas line.

TOGETHER WITH

Commencing at Pt A, thence S 88°26'18" E a distance of 96.50 feet,

Thence N 1°27'20" E a distance of 5.00 feet,

Thence S 88°26'29" E a distance of 15.00 feet to a point 5.00 feet easterly of the existing valve and meter structure on the south side of the building known as the 'Armory Building' and the end of this description.

Note: The legal description was developed using "locates" of the existing gas facility. The actual alignment may be off by up to 3' in either direction.