

RETURN ADDRESS:

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

EASEMENT

GRANTOR:	CITY OF TACOMA
GRANTEE:	PUGET SOUND ENERGY, INC.
SHORT LEGAL:	A PORTION OF THE SW 1/4 of SEC. 12, TOWNSHIP 20 NORTH, RANGE 02 EAST, W.M.
LEGAL DESCRIPTION:	SEE EXHIBIT "A", PAGE 6
ASSESSOR'S TAX PARCEL:	022012-304-5

GAS LINE EASEMENT NO. 4397

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, the **CITY OF TACOMA**, a 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 Pierce County, Washington subject to the terms and conditions stated herein:

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

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:

An Easement Area no more than 3 feet in depth, and 10 feet in width having 5 feet of such width on each side of a centerline described in Exhibit A:

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

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; 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, 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. Any subsequent changes to the plans or specifications on file in the Grantor's office of Solid Waste Management herein the "Improvements," shall require the Grantor's prior written approval.

2. Maintenance. The Grantee agrees to maintain the Easement Area, including the Improvements, at the Grantee's sole cost in a safe condition and according to the requirements set forth in this Easement. Grantee shall exercise its rights under this Easement so as to minimize, and avoid if reasonably possible, interference with Grantor's operations and damage to the Property.

3. Vegetation Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee 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. Access. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to install and maintain the Improvements. Except in the case of emergency, Grantee will make its best effort to contact the Grantor or its onsite personnel to coordinate Grantee's access, construction and maintenance issues prior to any work by Grantee or its assigns. Grantee shall compensate Grantor for any damage to the Property caused by the Grantee's construction, installation, operation, maintenance, repair, replacement, improvement, and/or removal of the Improvements.

5. Grantor's Trenching. If and when trenching, backfilling, grading, excavation, filling or other earth disturbing activity may, from time to time be required, as determined upon the mutual agreement of Grantor and Grantee, which shall not be unreasonably withheld, for the installation maintenance or removal of Grantee's facilities, Grantor, or its licensees, upon not less than sixty (60) days notice from Grantee except in the event of emergency, shall (at Grantor's or Grantor's licensees' cost) perform such trenching, backfilling, grading, excavation, filling, or other earth disturbing so as to permit Grantee to perform such work, all in accordance with Grantee's specifications.

6. 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 on the Easement Area, and Grantor shall not construct or maintain any structures or other objects on the Easement Area which will unduly interfere with the Grantee's access to the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

7. 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.

8. Abandonment. The rights herein granted shall continue until such time as Grantor, or its licensees, cease to use the Easement Area for obtaining Gas from Grantee for a period of six (6) months (herein "Abandonment Date") 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 and the Grantee will execute a release within ten (10) days following the Abandonment Date; provided, however, that if prior to the Abandonment Date the

Grantee is using the Easement Area to supply third parties with Gas, the Grantor will reasonably cooperate with the Grantee to relocate the underground facilities elsewhere, if feasible,; provided, further, 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.

9. Other Agencies' Regulations. Grantee in the exercise of its rights granted herein shall at all times be subject to applicable rules, regulations, orders and directives of all federal, state, and local agencies having jurisdiction and any future rules and regulations of the agencies or their successors or assigns. The Grantee shall cooperate fully with federal, state, and local agencies preserving and maintaining energy, ecology, and the environment.

10. Reservation.

10.1 The Property, and the rights granted herein are subject to the terms and conditions of that certain Consent Decree entered between the City of Tacoma, EPA, and Ecology on or about March 21, 1991, and filed in the United States District Court for the Western District of Washington under No. C89-583T, and recorded under Pierce County Auditor's recording number 9904020345 (the "Consent Decree"). In accordance with Article V, Section 21.C, Grantee is hereby notified as follows:

a. The Property has been used to manage hazardous substances and the hazardous substance, including those listed in Appendix V to this Consent Decree remain under the cap.

b. Post-remedial action land use is restricted such that use of the Property must never be allowed to disturb the integrity of the cap, or any other component of any containment system, or the function of the Property's monitoring system, unless the Regional Administrator for EPA Region 10 and the Ecology Director find that the disturbance:

i. Is necessary to the proposed use of the Property and will not increase the potential hazard to human health or the environment; or

ii. Is necessary to reduce a threat to human health or the environment.

c. Restrictions upon the use of groundwater beneath the Property include a prohibition against pumping of groundwater in affected aquifers for purposes other than monitoring or remedial action. Anyone seeking to use the groundwater beneath the Property must also comply with all additional present and future restrictions placed on the use of such groundwater by the City of Tacoma or Ecology.

10.2 This Easement hereby incorporates the terms and conditions of Section 4(b) of the "Restrictive Covenant" entered into between the City of Tacoma, the United States for the Environmental Protection Agency ("EPA"), and the State of Washington for the Department of Ecology ("Ecology"); executed in November of 2001, and recorded with the Pierce County Auditor under Number 200111160567. Specifically, the Grantor and Grantee agree to the following (this agreement is herein referred to as the "Reservation"):

a. Grantor is hereby granted the right of access to the Easement Area for the purpose of conducting any activity related to the Consent Decree; and

b. Grantor hereby reserves the right to enforce the land use restrictions listed in Section 1 of the Restrictive Covenant and other restrictions that EPA and/or Ecology determine are necessary to implement and ensure non-interference with, or ensure protectiveness of the Remedial Action performed pursuant to the Consent Decree; and

- c. Grantor and Grantee intend the "Restrictive Covenant" to burden the Easement Area and benefit all other property within the Superfund Site as defined in the Consent Decree; and
- d. Grantor and Grantee agree that Section XI of the Consent Decree and the land use restrictions listed in Section 1 of the Restrictive Covenant shall be binding upon subsequent transferees, successors, lessees, and assigns of the City of Tacoma conveying the interest; and
- e. The United States and its assigns and the State of Washington are hereby deemed third party beneficiaries of this Reservation and are authorized in their discretion, separately or jointly, to enforce compliance with this Reservation; and
- f. The Grantor hereby agrees to indemnify Grantee from and against liability incurred by Grantee as a result of Grantor's negligence in the exercise of its responsibilities under the Consent Decree, the Restrictive Covenant, and this Reservation.

11. 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 _____, 2016.

GRANTOR:

CITY OF TACOMA

ATTEST:

Marilyn Strickland, Mayor

Doris Sorum, City Clerk

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

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 a **MARILYN STRICKLAND**, to me known to be the person who signed as **MAYOR**, of the **CITY OF TACOMA**, the 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 the **CITY OF TACOMA** 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.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at _____

My Appointment Expires: _____

APPROVED BY:

Michael P. Slevin III, P.E.
Environmental Services Director

Approved as to Form and Legality:

Andrew Cherullo
Finance Director

Deputy City Attorney

Saada Gegoux
Risk Manager

Legal Description Approved:

Leonard J. Webster, PLS
Chief Surveyor

GRANTEE:

PUGET SOUND ENERGY, INC.



Teresa A. Weaver, Supervisor, Real Estate

EXHIBIT "A"
Puget Sound Energy Easement at Tacoma Landfill

GAS EASEMENT

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN PIERCE COUNTY, WASHINGTON, LYING WITHIN THE LIMITS OF A STRIP OF LAND 10.00 FEET WIDE AND HAVING 5.00 FEET OF SUCH WIDTH TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 02°02'52" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 438.67 FEET; THENCE, LEAVING SAID LINE, SOUTH 88°26'42" EAST A DISTANCE OF 330.00 FEET TO THE EASTERLY MARGIN OF SOUTH 34TH STREET AND THE BEGINNING OF THAT CERTAIN GAS EASEMENT BEING 36.00 FEET WIDE AND RECORDED UNDER AUDITOR'S FEE NO. 201501280703; THENCE CONTINUING SOUTH 88°26'42" EAST ALONG THE CENTERLINE OF SAID EASEMENT A DISTANCE OF 18.54 FEET; THENCE, LEAVING SAID CENTERLINE, NORTH 02°41'32" EAST A DISTANCE OF 18.00 FEET TO THE NORTHERLY LINE OF SAID EASEMENT AND THE **TRUE POINT OF BEGINNING** OF THIS CENTERLINE DESCRIPTION; THENCE CONTINUING NORTH 02°41'32" EAST A DISTANCE OF 51.98 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°38'53" A DISTANCE OF 3.98 FEET; THENCE NORTH 42°57'21" WEST A DISTANCE OF 16.35 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 6.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°38'53" A DISTANCE OF 4.78 FEET; THENCE NORTH 02°41'32" EAST A DISTANCE OF 87.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 6.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°18'28" A DISTANCE OF 9.14 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 119.81 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" A DISTANCE OF 3.14 FEET; THENCE SOUTH 45°00'00" EAST A DISTANCE OF 65.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" A DISTANCE OF 3.14 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 54.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 4.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE

THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 6.28 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 108.75 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 4.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 6.28 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 0.36 FEET TO THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID STRIP BEING SHORTENED OR LENGTHENED SO THAT THEY INTERSECT UPON EACH OTHER AND UPON THE NORTH LINE OF THE HEREINBEFORE NOTED GAS EASEMENT.

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EXHIBIT "B"
Puget Sound Energy Easement at Tacoma Landfill

EXHIBIT "B"

