

*When recorded, return to:*

SEATTLE CITY LIGHT  
Real Estate Services  
700 Fifth Avenue SMT 3319  
P.O. Box 34023  
Seattle, WA 98124-4023

EASEMENT- (Underground Gas Facilities)

Reference #:

Grantor: The City of Seattle

Grantee: Puget Sound Energy, Inc.

Short Legal: PTN NW-NE –SEC-9, T-24N, R-5E

Tax Parcel #: 092405-9143

THIS NON-EXCLUSIVE EASEMENT AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the Grantor and PUGET SOUND ENERGY, INC. (PSE); hereafter referred to as the Grantee; AS FOLLOWS:

That the Grantor, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, the perpetual right, privilege and authority (an “Easement”) to install, construct, replace, improve, inspect, upgrade, remove, erect, alter, repair, pressurize, operate, maintain and extend natural gas transmission and distribution facilities which may consist of: Pipes, pipelines, mains, laterals, conduits, regulators, gauges, meters and rectifiers for gas, natural gas generator, concrete pad, and wooden fence upon; 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 (the “Improvements”) over, along, in, upon, under, across and through, and the non-exclusive right of ingress to and egress from the following described lands and premises (the “Property”) situated in the County of King, State of Washington:

**That portion of Section 9, Township 24 North, Range 5 East, W.M., described as follows: Beginning at the center of Section 9, Township 24 North, Range 5 East. W.M.: thence North 89°03’ West along the East and West center line of said Section, 127.52 feet; thence North 5°09’57” West 238.73 feet; thence North 0°16’18” East 415.8 feet to the North line of SE ¼ of SE ¼ of NW ¼ of said Section; thence South 89°11’ East along the North line of SE ¼ of SE ¼ of NW ¼ of said Section; 150 feet to the Northeast Corner of SE ¼ of SE ¼ of NW ¼ of said section; thence South 0°16’18” West along the North and South center line of said Section 653.52 feet to the true point of beginning, except portion in State Highway.**

Except as otherwise set forth herein, Grantee's rights shall be exercised upon those portions of the Property visually depicted on Exhibit A and described on Exhibit B attached hereto and incorporated herein ("Easement Areas")

1. The Grantee shall construct and maintain the Improvements at its sole cost and expense.
2. The Grantee shall not at any time interfere with Grantor's access to and over the Easement Areas.
3. Grantee's use of the Easement Areas shall not interfere with the Grantor's use of the transmission right-of-way.
4. No buildings or structures other than the Improvements shall be allowed on the Property.
5. Should any of the Grantor's facilities be damaged or disturbed by reason of construction, maintenance, operation or use of the Easement Areas by the Grantee, the Grantor may repair or restore such facilities, and the Grantee shall pay the actual and reasonable cost to repair or restore Grantor's facilities to the condition existing immediately prior to such damage or disturbance.
6. The Grantee agrees that the Grantor shall not be responsible for any loss or damage done to Grantee's Improvements by reason of any construction, maintenance, alteration or improvements performed on Property by the Grantor, its agents or representatives, provided Grantor adheres to all laws and regulations in carrying out such construction, maintenance, alteration or improvement and reasonably attempts to mitigate such loss or damage.
7. The Grantee agrees to indemnify and save harmless the Grantor from any and all claims, actions, or damages of any kind or description which may accrue to or be suffered by any person or persons or property by reason of construction, maintenance, operation or use of the Easement Areas by the Grantee, its successors or assigns. In the case of any suit or action brought against the Grantor by reason thereof, the Grantee, its successors or assigns, will, upon notice to Grantor of the commencement thereof, defend such suit or action at its sole cost and expense and will fully satisfy the final judgement rendered in any such action, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such claims, actions, damages, or judgments attributable to the negligence of Grantor.
8. This Easement Agreement is subject to existing easements of record.
9. In the event Grantee, its successors or assigns, ceases use or occupancy of the Easement Areas for a consecutive period of five years, this Easement Agreement shall terminate and revert to the Grantor, its successor or assign.

10. Grantee shall have the right to cut, trim, remove, and dispose of any and all brush, trees, or other vegetation located in the Easement Areas necessary to exercise the rights granted by this Easement Agreement. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of such brush, trees, or other vegetation in the Easement Areas. Grantee shall comply with all applicable laws. Grantee will, at its own cost and expense, obtain all necessary permits and authorizations for all easement clearing and maintenance performed by Grantee or its contractor within the Easement Areas.
11. Grantee shall at its own cost and expense restore landscaping and surfaces and portions of the Property affected by Grantee's work in the Easement Areas to the condition existing immediately prior to such work. Grantee shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of Grantee's work.

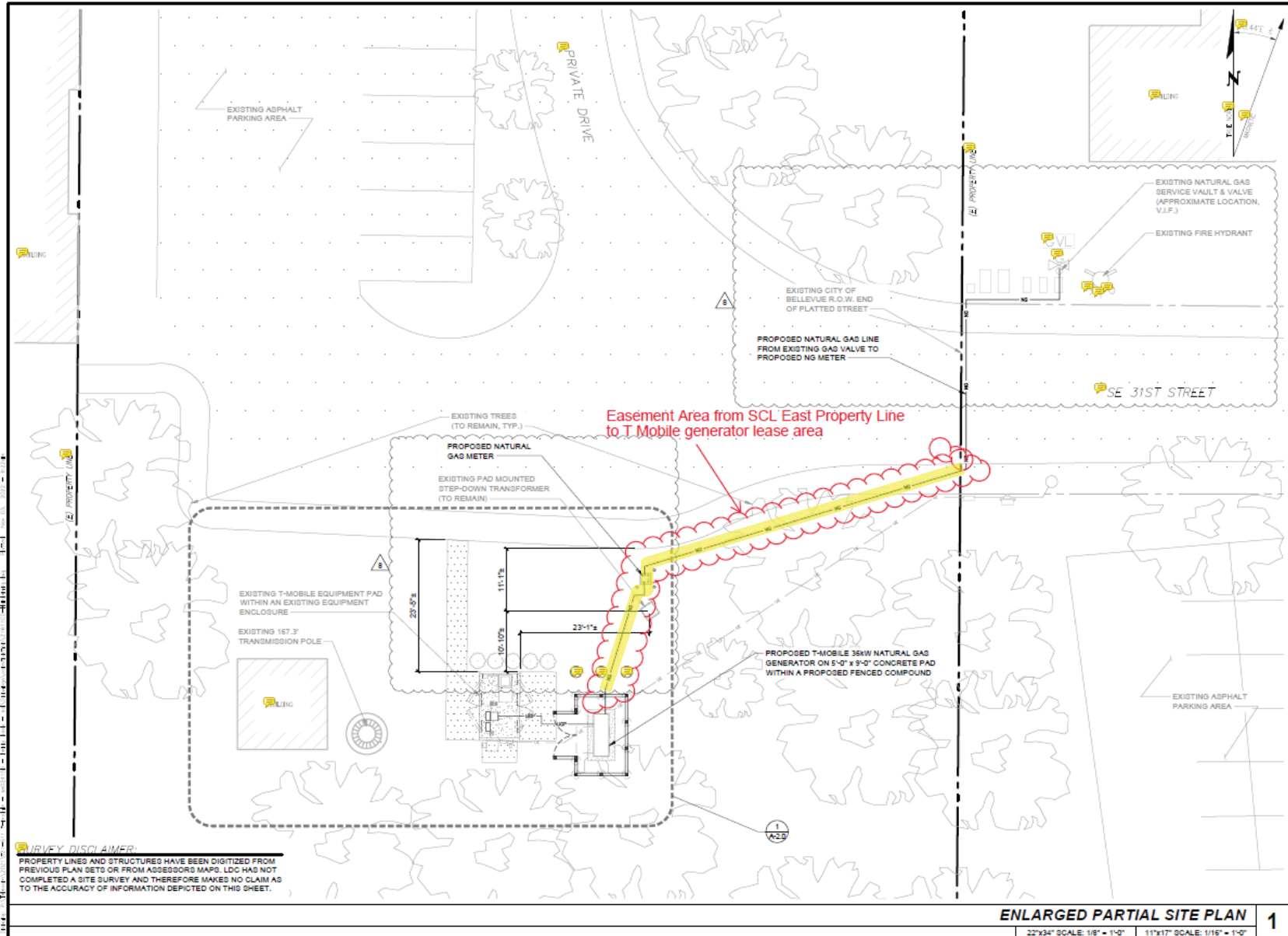
[SIGNATURES ON FOLLOWING PAGE]







# Exhibit A



## Proposed Easement Area

## Exhibit B

### Legal Description of the Easement Area

A TRACT OF LAND IN THAT PORTION OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

SAID TRACT BEING A 10 FOOT WIDE STRIP OF LAND LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE ALONG THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9, SOUTH  $01^{\circ}15'28''$  WEST, 208.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $78^{\circ}49'34''$  WEST, 64.89 FEET; THENCE SOUTH  $19^{\circ}11'43''$  WEST, 21.17 FEET TO THE FENCE AROUND A GENERATOR AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

SIDELINES TO BE LENGTHENED OR SHORTENED TO CONNECT WITH EACH OTHER AND TO TERMINATE AT THE FENCE FOR THE GENERATOR AND THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 9.