

CITY OF SEATTLE LAND USE ACTION NO. _____
EASEMENT (Overhead and Underground)
King County Assessor/s Tax Parcel No. _____

THE OWNER OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS LAND USE ACTION ("Grantor") hereby grants to THE CITY OF SEATTLE ("Grantee") and the right, privilege and authority (an "Easement") to install, construct, erect, reconstruct, alter, improve, remove, repair, replace, energize, operate, and maintain overhead and underground electric distribution facilities, which may consist of, but are not limited to: poles with braces, guy wires and anchors, cross arms, transformers, ducts, vaults, manholes, switches, cabinets, containers, conduits, wires and other convenient appurtenances necessary to make said overhead and underground distribution facilities an integrated electric system ("Electric System"). All such Electric System shall be located across, over, upon and under the real property described within this land use action ("Property") situated in the County of King, State of Washington, and more particularly described as follows:

A blanket easement for ingress, egress, and Electric System purposes over the entire area of this City of Seattle Unit Lot Subdivision No. _____; EXCEPT any portion thereof occupied by proposed buildings shown on said subdivision.

Together with Grantee's and its assigns' unrestricted right of access to and from the Property for the purposes of exercising its rights granted herein.

Together with Grantee's and its assigns' right to cut and trim brush, trees or other plants standing or growing upon the Property which, in the opinion of the Grantee, interfere with the maintenance or operation of, or constitute a menace or danger to, the Electric System.

Grantor, its successors and assigns, covenants and agrees that no structures, permanent or temporary, including but not limited to buildings, staircases, walkways, retaining walls, or fences, or fire hazards will be built or permitted within the easement area(s) described above; that no digging will be done or permitted within the Property which will in any manner disturb Grantee's Electric System or its solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of the Electric System.

The City of Seattle shall be responsible, as provided by law, for any damage to the Grantor through its negligence in the construction, maintenance and operation of the Electric System.

The rights, title, privileges and authority hereby granted shall continue and be in force until the Grantee permanently removes its Electric System from the Property or permanently abandons the Electric System, at which time all such rights, title, privileges and authority hereby granted shall terminate.