

PUGET POWER

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,

SWANSON-DEAN CORPORATION, a Washington corporation; UNIVERSITY FEDERAL SAVINGS BANK, as beneficiary to a Deed of Trust

("Grantor" herein), grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) King County, Washington.

SEE EXHIBIT "A" ATTACHED

1% EXCISE TAX NOT REQUIRED.
King Co. Records Divis "

By [Signature], Deputy

8711051123

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows:

A Right-of-Way ten (10) feet in width having five (5) feet of such width on each side of a centerline described as follows:

The centerline of Grantee's facilities as constructed or to be constructed, extended or relocated, lying within the above described property.

87/11/05 #1123 E
RECD F 8.00
CASHL ***8.00
55

- 1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.
- 2. Access.** Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.
- 3. Obstructions; Landscaping.** Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.
- 4. Grantor's Use of Right-of-Way.** Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.
- 5. Indemnity.** By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.
- 6. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.
- 7. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

FILED FOR RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DEPARTMENT
P O BOX 97034 ATTENTION: THOM DAVIS
BELLEVUE, WASHINGTON 98009-9734

JH-AC001
246-23
246-64

F-2426
8705256

F-2426
8705256
JH-AC001
246-33
246-65

EXHIBIT "A"

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;
THENCE ALONG THE EAST LINE THEREOF NORTH 01 DEGREES 27'13" EAST 209.11 FEET;
THENCE NORTH 88 DEGREES 00'47" WEST 30.00 FEET TO THE WESTERLY MARGIN OF 228TH AVENUE S.E., THE NORTHEAST CORNER OF LOT "D" OF KING COUNTY LOT LINE ADJUSTMENT NO. 8602006 RECORDED UNDER RECORDING NUMBER 8605120928, RECORDS OF SAID COUNTY, AND THE TRUE POINT OF BEGINNING;
THENCE ALONG THE NORTHERLY LINE OF SAID LOT "D" NORTH 88 DEGREES 00'47" WEST 94.36 FEET;
THENCE CONTINUING NORTH 61 DEGREES 30'23" WEST 524.71 FEET;
THENCE CONTINUING SOUTH 88 DEGREES 28'43" WEST 34.70 FEET;
THENCE CONTINUING SOUTH 35 DEGREES 24'17" WEST 233.20 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 188.16 FEET;
THENCE SOUTHWESTERLY AND WESTERLY 185.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 23'13";
THENCE NORTH 88 DEGREES 12'30" WEST 142.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 176.00 FEET;
THENCE WESTERLY AND SOUTHWESTERLY 192.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62 DEGREES 32'34";
THENCE SOUTH 29 DEGREES 14'56" WEST 56.62 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 174.00 FEET;
THENCE SOUTHWESTERLY AND WESTERLY 203.10 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66 DEGREES 52'37";
THENCE NORTH 83 DEGREES 52'27" WEST 217.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 151.00 FEET;
THENCE WESTERLY AND SOUTHWESTERLY 137.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 52 DEGREES 15'56" TO A RADIAL LINE OF SAID CURVE WHICH BEARS NORTH 46 FEET 08'23" WEST AND THE MOST EASTERLY CORNER OF TRACT "K" OF MEADOW VILLAGE I, A CONDOMINIUM, AS RECORDED UNDER RECORDING NUMBER 8601221049 IN VOLUME 79 OF CONDOMINIUMS AT PAGES 16 THROUGH 18, INCLUSIVE, IN KING COUNTY, WASHINGTON;
THENCE ALONG THE NORTHERLY LINE OF SAID TRACT "K" AND THE PROLONGATION OF SAID RADIAL LINE NORTH 46 DEGREES 08'23" WEST 48.00 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT "K";
THENCE LEAVING SAID NORTHERLY LINE NORTH 01 DEGREES 31'58" EAST 66.00 FEET TO THE LINE COMMON TO SAID SECTIONS 9 AND 16;
THENCE ALONG SAID COMMON SECTION LINE SOUTH 88 DEGREES 28'02" EAST 457.39 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE WEST LINE THEREOF NORTH 01 DEGREES 31'47" EAST 1327.80

8711051123

CONTINUED NEXT PAGE

NOV 5 3 37 PM '87
BY THE
RECORDED
KING COUNTY

RECEIVED THIS DAY

F-2426
8705256
JH-AC001
246-33
246-64

ORIGINAL

EXHIBIT "A" CONTINUED

FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
THENCE ALONG THE NORTH LINE THEREOF SOUTH 88 DEGREES 27'26" EAST 634.75 FEET;
THENCE SOUTH 01 DEGREES 27'13" WEST 400.00 FEET TO THE SOUTH LINE OF THE NORTH 400 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE NORTH LINE OF LOT "B" OF SAID KING COUNTY LOT LINE ADJUSTMENT NO. 8602006;
THENCE ALONG LAST SAID NORTH LINE NORTH 88 DEGREES 27'26" WEST 50.00 FEET TO THE NORTHWEST CORNER OF SAID LOT "B";
THENCE ALONG THE WESTERLY LINE THEREOF SOUTH 30 DEGREES 00'00" WEST 230.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.00 FEET;
THENCE CONTINUING SOUTHERLY, SOUTHEASTERLY AND EASTERLY 144.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 138 DEGREES 10'14";
THENCE ALONG A NON-TANGENT LINE SOUTH 59 DEGREES 58'51" EAST 309.77 FEET;
THENCE SOUTH 81 DEGREES 56'19" EAST 176.17 FEET TO THE SOUTHWEST CORNER OF LOT "C" OF SAID KING COUNTY LOT LINE ADJUSTMENT NO. 8602006;
THENCE ALONG THE SOUTH LINE OF SAID LOT "C" SOUTH 88 DEGREES 27'26" EAST 282.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET (A RADIAL LINE THROUGH SAID BEGINNING BEARS SOUTH 49 DEGREES 31'51" EAST);
THENCE NORTHEASTERLY AND NORTHERLY 17.02 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39 DEGREES 00'56";
THENCE ALONG A NON-TANGENT LINE SOUTH 88 DEGREES 32'47" EAST 12.00 FEET TO SAID WESTERLY MARGIN OF 228TH AVENUE S.E.;
THENCE ALONG SAID WESTERLY MARGIN SOUTH 01 DEGREES 27'13" WEST 279.00 FEET TO THE TRUE POINT OF BEGINNING.

8711051123