

8303090914 EAS

UNION SERVICE CORPORATION,  
GREAT WESTERN UNION FEDERAL SAVINGS & LOAN ASSOCIATION,

("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

8303090914

83030909 RECD F 5.50 #0414 R  
CASHSL \*\*\*\*\*5.50  
22

See Exhibit "A" Attached Hereto

1% EXCISE TAX NOT REQUIRED

By *[Signature]*

Also known as the proposed Plat of Amberley on English Hill.

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 ----- feet in width having ----- feet of such width on each side of a center line described as follows:

- A: All streets as constructed or to be constructed within the above described Property. (This clause to become null and void when said roads are dedicated to the public.
- B: The exterior 7 feet, parallel with and adjoining the street frontage of all lots and tracts, said lots and tracts as delineated on the final approved Plat of Amberly on English Hill.
- C: A 2.5 foot strip of land, parallel with and adjacent to all interior lot lines, said lot lines as delineated on the final approved Plat of Amberley on English Hill.

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 completion 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, Grantor 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.

R-1202  
0181437

FILED FOR RECORD AT REQUEST OF:

PUGET POWER  
REAL ESTATE DIVISION  
PUGET POWER BLDG.  
BELLEVUE, WASHINGTON 98003

ATTENTION: LIANE WAROO

DATED the 22nd day of February 19 83

GRANTOR

UNION SERVICE CORPORATION  
BY: Charles Beagle A.V.P.  
BY: \_\_\_\_\_  
GREAT WESTERN UNION FEDERAL SAVINGS & LOAN ASSOCIATION  
BY: Gary C. Hansen S.C.P.  
BY: \_\_\_\_\_

830305071

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that  
\_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the individual \_\_\_\_\_ described in and who executed the within and foregoing instrument, and acknowledged that  
\_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF MAH )

CORPORATE ACKNOWLEDGMENT

On this 22nd day of February, 19 83, before me, the undersigned, personally appeared  
Charles Beagle and \_\_\_\_\_ and \_\_\_\_\_, respectively, of  
the UNION SERVICE CORPORATION the corporation that executed the foregoing instrument,  
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that he is authorized to execute the said instrument, and that the  
seal affixed to the corporate seal of said corporation is valid.

Witness my hand and official seal hereto affixed the day and year first above written.

Edwin M. Bayle  
Notary Public in and for the State of Washington,  
residing at Seattle

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF King )

CORPORATE ACKNOWLEDGMENT

On this 22nd day of February, 19 83, before me, the undersigned, personally appeared  
Gary C. Hansen and \_\_\_\_\_, respectively, of  
GREAT WESTERN UNION FED. SAVINGS & LOAN ASSO the corporation that executed the foregoing instrument,  
and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that he is authorized to execute the said instrument and that the  
seal affixed to the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Patricia A. ...  
Notary Public in and for the State of Washington,  
residing at Bellevue

EXHIBIT "A"

This plat of LAMBERLEY ON ENGLISH ESTATE embraces that portion of the Southeast 1/4 of Section 24, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

BEGINNING at the Northeast corner of the South 1/2 of the Northwest 1/4 of said Southeast 1/4; thence S 0°28'31" W along the East line of said last-mentioned subdivision 665.89 feet to the Northerly boundary of the plat of Mount Clare Estates, recorded in Volume 111 of Plats, pages 1 through 5, records of said county; thence N 88°26'46" W along said plat boundary 661.26 feet to the Westerly boundary of said plat; thence S 1°19'47" W along said Westerly plat boundary 186.00 feet to the Northeast corner of Lot 10 on the boundary of the plat of SUNRISE NO. 1, recorded in Volume 118 of Plats, pages 66 through 68, records of said county; thence in a general northerly direction along the boundary of said plat of Sunrise by the following courses and distances: N 77°44'45" W 101.85 feet; N 1°19'47" E 148.86 feet to intersect the arc of a curve at a point from which the center lies N 14°59'30" E 430.00 feet distant; westerly along said curve to the right through a central angle of 3°46'53" an arc distance of 28.38 feet to a point of tangency; N 71°13'37" W 23.47 feet; N 18°46'23" E 60.00 feet to intersect the arc of a curve at a point from which the center lies N 18°46'23" E 25.00 feet distant; northwesterly along said curve to the right through a central angle of 96°21'13" an arc distance of 42.04 feet to a point of compound curvature and the beginning of a curve to the right with a radius of 522.00 feet; northeasterly along said curve through a central angle of 9°52'24" an arc distance of 89.95 feet to a point of reverse curvature and the beginning of a curve to the left with a radius of 228.00 feet; northeasterly along said curve through a central angle of 22°16'58" an arc distance of 88.67 feet to a point of reverse curvature and the beginning of a curve to the right with a radius of 25.00 feet; northeasterly along said curve through a central angle of 78°49'58" an arc distance of 34.40 feet; N 1°33'00" E 48.00 feet; S 88°27'00" E 68.79 feet; N 1°33'00" E 95.00 feet; N 36°30'50" W 96.02 feet; N 30°25'41" W 92.79 feet; N 44°10'51" E 43.67 feet; S 85°43'22" W 90.22 feet; N 6°23'25" W 101.71 feet to intersect the arc of a curve at a point from which the center lies N 6°23'25" W 298.00 feet distant; easterly along said curve to the left through a central angle of 14°55'49" an arc distance of 77.65 feet; N 21°19'14" W 56.00 feet to intersect the arc of a curve at a point from which the center lies N 21°19'14" W 242.00 feet distant; easterly along said curve to the left through a central angle of 6°10'54" an arc distance of 34.56 feet to a point of reverse curvature and the beginning of a curve to the right with a radius of 328.00 feet; easterly along said curve through a central angle of 4°22'01" an arc distance of 25.00 feet; N 5°38'19" W 100.00 feet; N 67°25'10" E 109.58 feet; S 64°00'00" E 140.00 feet, and S 66°00'00" E 85.00 feet to the most southerly corner of Tract "E" in said plat of Sunrise No. 1; thence N 24°00'00" E 100.00 feet; thence S 66°00'00" E 48.00 feet; thence S 85°00'00" E 120.00 feet; thence N 3°06'24" E 153.57 feet; thence S 28°37'30" E 160.87 feet; thence S 13°41'38" E 124.92 feet; thence S 22°57'47" E 57.9 feet; thence S 37°57'29" E 100.00 feet; thence S 29°23'52" W 42.48 feet to the POINT OF BEGINNING.

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