

EASEMENT

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, beneficiary to a Deed of Trust

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

That portion of the Southeast quarter of Section 9, Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows:

Commencing at the Southeast corner of said Section 9, thence along the East line thereof North 1°27'13" East 411.34 feet; thence North 88°27'26" West 30.00 feet to the West margin of 228th Avenue S. E. and the true point of beginning; thence North 1°27'13" East along said West margin 81.23 feet; thence North 88°27'26" West 475.00 feet; thence South 1°27'13" West 81.98 feet; thence South 88°32'49" East 475.00 feet to the true point of beginning; being a portion of Lot] of King County Short Plat Number 983051, recorded under Recording Number 8312299001.

8506070710

85/06/07 #0710 D
RECD F 4.50
CASHSL *****4.50
55

1% EXCISE TAX NO. RECEIVED
King Co. Receiver
By [Signature] Deputy

FILED FOR RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DIVISION
PUGET POWER BLDG.
BELLEVUE, WASHINGTON 98009

ATTN: DICK DOWNS

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right-of-Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

a. **Overhead facilities.** Poles and/or towers with crossarms, braces, guys and anchors, electric transmission and distribution lines; communication and signal lines; transformers.

b. **Underground facilities.** Underground conduits, cables, vaults, manholes, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches.

Following the initial construction of its facilities, Grantee may from time to time construct such additional lines and other 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. **Cutting of Trees.** Grantee shall have the right to cut or trim any and all brush or trees standing or growing upon the Right-of-Way, and also the right to cut or trim any trees upon the Property which, in falling, could, in Grantee's reasonable judgement, be a hazard to Grantee's facilities.

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 and Grantor shall do no blasting within 30' feet of Grantee's facilities without Grantee's prior written consent.

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 Grantor 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.

