

**PUGET
POWER**


EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

RECORDED
MAY 27 10 17 AM '82
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

BERNARD S. GOFFE AND ARNA M. GOFFE, husband and wife,

("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 Attached Exhibit "A"

By: 

83-05-27 #0539 R
RECORDED 5.00
CASH 5.00
22

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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:

- The south 5 feet of Parcel "A"; ²⁵ *NS AMG*
- the south 10 feet of the east ~~40~~ feet of Parcel "A";
- the south 5 feet of the west 30 feet of Parcel "B";
- AND
- the south 10 feet of the east 70 feet of Parcel "B".

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 use of 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.

F-1619 0378688
JH-44 245/76

FILED IN RECORD AT REQUEST OF:
PUGET POWER
REAL ESTATE DIVISION
PUGET POWER BLDG.
BELLEVUE, WASHINGTON 98009
ATTENTION: GEORGE WERTKANITTHAM

DATED this 13th day of May, 1983

GRANTOR

Bernard S. Goffe
Bernard S. Goffe
Arna M. Goffe
Arna M. Goffe

STATE OF WASHINGTON)
 SS
COUNTY OF KING)

On this day personally appeared before me BERNARD S. GOFFE AND ARNA M. GOFFE
to me known to be the individual a described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of May, 1983

Clarence Arthur G. Ham

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

8305270539

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)

CORPORATE ACKNOWLEDGMENT

On this _____ day of _____, 19 _____, before me, the undersigned, personally appeared
_____ and _____
to me known to be the _____ and _____, respectively, of
_____ 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 _____ authorized to execute the said instrument and that the
seal affixed is the corporate seal of said corporation.

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

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

EXHIBIT "A"

PARCEL "A"

The east 180 feet of the north 100 feet of the south 500 feet of Government Lot 4, Section 19, Township 24 North, Range 5 East, W.M., in King County, Washington; lying easterly of East Mercer Way and west of a line perpendicular to and measured along the south line of said north 100 feet of a distance of 354 feet from the easterly margin of said East Mercer Way.

PARCEL "B"

That portion of Government Lot 4, Section 19, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the easterly line of East Mercer Way with the south line of the north 100 feet of the south 500 feet of said Government Lot 4; thence North $89^{\circ}27'00''$ East along said south line 354.00 feet to the TRUE POINT OF BEGINNING; thence continuing North $89^{\circ}27'00''$ East along said south line 191.50 feet; thence North $0^{\circ}33'00''$ West 20.00 feet; thence North $4^{\circ}45'18''$ East 70.30 feet; thence North $89^{\circ}27'00''$ East 50.00 feet; thence South $0^{\circ}33'00''$ East 10.00 feet; thence North $89^{\circ}27'00''$ East to the shore line of Lake Washington; thence northerly along said shoreline 10 feet, more or less, to the south line of the north 10 feet of said south 500 feet of Government Lot 4; thence South $89^{\circ}27'00''$ West along said north line to a point which is North $89^{\circ}27'00''$ East distant 253.00 feet and North $0^{\circ}33'00''$ West 90.00 feet respectively from the TRUE POINT OF BEGINNING; thence North $0^{\circ}33'00''$ West 5.00 feet; thence South $89^{\circ}27'00''$ West 253.00 feet; thence South $0^{\circ}33'00''$ East 95.00 feet to the TRUE POINT OF BEGINNING.

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