ORIGINAL

906139664

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,

MERCER CONSTRUCTION & DEVELOPMENT, INC.; U.S. BANK OF WASHINGTON, a National Backing Association, as Beneficiary to a Deed of Trust

["Granter" herein) grants, convers and warrants to PUNIT SON NIT PONTER & LIGHT, COMPANY, a Washington cur paration [Granice: herein) for the purposes hereinafter set forth a perpetual extension under across and over the following described roal property title: Property hereini King County, Washington

SEE ATTACHED DOUBLE "A"

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1% EXCISE TAX NOT REQUIRED Nume Co Records Dunsion

Deputy

Empet as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Rightof Way" herein; described as follows

THE PROPERTY OF THE PARTY

SEE ATTACHED EXHIBIT "B"

EPIED FOR PTOORD AT REQUEST OF: ATTN: LAURA EPIKSON 4.7131/30 BULLEVUL WASHINGTON 98009

- 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 ingether with all necessary or convenient appartenances therefor, which may include but are not limited to the following; underground conducts, cables, communication lines; vaults, manipoles, 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 acco
- 2. 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 highs of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities. Granter may undertake any ordinary improvementally the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be intreasonably expensive or impractical for Grantee to remove and restore. **, including paving,
- 4. Granter's Use of Right of Way. Grantor reserves the right to use the Regul-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 digiting tunneling or other form of construction artistic shall be done on the Proporty which would demand the communities or unserth Grantee's far-alities 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. Indianally. By accepting and recording this covernent, Grantoe agrees to indennify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantoe's exercise of the rights basein granted: provided, that Grantoe shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or emissions of Grantor.
- 6. Abundament. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (S) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Granter, provided that no abundament 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 Analysis. The rights and obligations of the parties shall more to the benefit of and to a white cross is all respective successors and assigns.

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Order: PL Comment:

Mercer Construction & Development, Inc. F-2679 8809297

EXHIBIT "A"

Lot 1:

Beginning at the Northwest corner of Section 31, Township 24 North, Range 5 East, W.M., in King County, Washington; thence South 89°50'16" East along said section line a distance of 1,916.51 feet, more or less, to the Easterly right-of-way line of East Mercer Way; thence continuing South 89°50'16" East along said section line, a distance of 168.31 feet to the TRUE POINT OF BEGINNING; thence continuing South 89°50'16" East along said section line, 96.51 feet; thence South 34°35'44" West 64.30 feet to the point of curvature of a curve to the right having a radius of 95.52 feet and a delta angle of 29°29' feet; thence along said curve to the right a distance of 49.15 feet to become tangent to a line having a bearing of South 64°04'44" West; thence along said line 68.85 feet; thence North 62°24'24" West 21.27 feet; thence North 38°47'30" East 30.83 feet; thence North 38°47'30" East 83.18 feet; thence North 0°09'49" East 9.95 feet, more or less, to the TRUE POINT OF BEGINNING;

(ALSO KNOWN AS Lot 1, Mercer Island Boundary Line Revision No. M.I.-88-06-23 (J-4), recorded under Recording Number 8808299046);

TOGETHER WITH an undivided quarter interest in private road as delineated on the face of said Boundary Line Revision.

LOT 2:

Beginning at the Northwest corner of Section 31, Township 24 North, Range 5 East, W.M., in King County, Washington; thence South 89°50'16" East along said section line a distance of 1,916.51 feet, more or less, to the Easterly right-of-way line of East Mercer Way; thence continuing South 89°50'16" East 264.82 feet to the TRUE POINT OF BEGINNING; thence 5..... 34°52'44" Lest a distance of 26.14 feet; thence South 89°50'16" East a distance of 90.13 feet; thence South 0'09'44" West a distance of 6.44 feet; thence South 59°12'00" East a distance of 60.00 feet; thence South 86°55'48" East 101 feet, more or less, to the shore line of Lake Washington;

thence Northeasterly along said shore line to a point from which the TRUE POINT OF BEGINNING bears North 89°50'16" West; thence North 89°50'16" West along said section line, 252 Test, more or less, to the TRUE DOINT OF SECTIONING;

TOGETHER WITH second class shorelands abutting thereon; EXCEPT shorelands deeded to the City of Mercer Island by deed recorded under Recording Number 5751921;

(ALSO KNOWN AS Lot 2, Mercer Island Boundary Line Revision No. N.I.-88-06-23 (J-4), recorded under Recording Number 8808299046);

TOGETHER WITH an undivided quarter interest in private road as delineated on the face of said boundary line revision.

FILED FOR RECORD AT REQUEST, OF:

Europe, mainstroN 98009

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EXHIBIT "B"

RIGHT-OF-WAY NO. 1:

The North 20 feet of the above described Lot 1; EXCEPT the South 10 feet of the West 35 feet thereof.

RIGHT-OF-WAY NO. 2:

The North 10 feet of the above described Lot 2.

RIGHT OF-WAY MO. 3:

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

The centerline of Grantee's facilities as constructed or to be constructed, extended or relocated, lying within the Westerly 40 feet of the above described Lot 2 as measured along the Easterly margin of said Lot 1. EXCEPT any portion thereof lying within Right-of-Way Number 2.

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FILED FOR CARRED ATAREQUEST OF: CT FOWER BLOG BELLEVUE, WASHINGTON 98009

60 DC 3501

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