

RETURN ADDRESS:  
Puget Sound Energy, Inc.  
Attention: R/W Department, OBC-11N  
P.O. Box 97034  
Bellevue, WA 98009-9734  
ATTN: M. Lamping

## EASEMENT

REFERENCE #:  
GRANTOR: Trendwest Investments, Inc.  
GRANTEE: Puget Sound Energy, Inc.  
SHORT LEGAL: Ptn of Sec. 28 & 29, T. 20N, R. 15 E. W.M.  
ASSESSOR'S PROPERTY TAX PARCEL: 20-15-28000-0005; 20-15-28000-0012; 20-15-29000-0008

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, TRENDWEST INVESTMENTS, INC., a Washington Corporation ("Grantor" herein), hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property ("Property" herein) in KITTITAS County, Washington:

LOTS 1A AND 2A AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED MAY 23, 1995 UNDER AUDITOR'S FILE NO. 581722 AND FILED IN BOOK 21 OF SURVEYS, PAGES 14, 15 AND 16, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON;

EXCEPT THAT PORTION OF SAID LOT 2A LYING NORTHERLY OF STATE HIGHWAY 2-E (SR-903).

AND

LOT 4B AS DESCRIBED AND/OR DELINEATED ON THE FACE OF THAT CERTAIN SURVEY RECORDED MAY 23, 1995 UNDER AUDITOR'S FILE NO. 581721 AND FILED IN BOOK 21 OF SURVEYS, PAGES 12 AND 13, RECORDS OF KITTITAS COUNTY, STATE OF WASHINGTON; BEING A PORTION OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M. KITTITAS COUNTY, STATE OF WASHINGTON.

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

An Easement Area \_\_\_\_\_ feet in width having \_\_\_\_\_ feet of such width on each side of a centerline described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

AND ALSO DEPICTED ON ATTACHED DRAWING MARKED EXHIBIT "B".

1. **Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such system may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 13<sup>TH</sup> day of JUNE, 2003.

GRANTOR:

TRENDWEST INVESTMENTS, INC., a Washington Corporation

BY: Juan L. Barke

STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this 13<sup>th</sup> day of June, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOAN L. BARKE to me known to be the person who signed as DIRECTOR OF DEVELOPMENT of TRENDWEST INVESTMENTS, INC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of TRENDWEST INVESTMENTS, INC. for the uses and purposes therein mentioned; and on oath stated that HE was authorized to execute the said instrument on behalf of said TRENDWEST INVESTMENTS, INC..

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Mary Lampung  
(Signature of Notary)  
MARY M. LAMPUNG  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington,  
residing at RENTON  
My Appointment Expires: 07-20-2005

Notary seal, text and all notations must not be placed within 1" margin.

Trendwest  
Job No. 998-020-002-1002  
May 14, 2003

## EXHIBIT "A"

### LEGAL DESCRIPTION FOR THE UTILITIES AND ACCESS EASEMENT ON MOUNTAINSTAR – CLE ELUM U.G.A. PROPERTY

That portion of the northeast quarter and of the northwest quarter of Section 28 AND of the northeast quarter of Section 29, Township 20 North, Range 15 East, W.M., Kittitas County, Washington, being more particularly described as follows:

COMMENCING the most westerly corner of that parcel depicted on that Record of Survey entitled : "Puget Sound Power & Light Co., Inc. – Boundary Survey of Cascade Substation" by Land & Construction Surveys, Inc. as recorded in Volume 9 of Surveys, Page 40, Recording No. 456554, Records of Kittitas County, Washington, situate in the northeast quarter of said Section 28, said corner being marked by an existing 6" diameter concrete monument with a 3" brass cap stamped : "P.S.P.L. PROP. COR.";

THENCE along the westerly line of said parcel, being defined by last said monument and the most southerly corner thereof, said corner being marked by an existing 6" diameter concrete monument with a 3" brass cap stamped : "P.S.P.L. PROP. COR.", S 61°40'25" E, 112.74 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said westerly line, S 61°40'25" E, 28.19 feet to the southerly line of the existing 100 foot wide Puget Sound Energy easement;

THENCE along said southerly line, S 73°07'30" W, 4181.31 feet;

THENCE N 36°26'39" W, 265.33 feet to the northerly line of the existing 150 foot wide Bonneville Power Administration Easement;

Trendwest  
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THENCE along said northerly line, S 73°07'30" W 241.28 feet to the southerly margin of Bull Frog Road as defined by that Boundary Line Adjustment prepared by W&H Pacific entitled "Trendwest Investments, Inc. – Mountain Star Master Planned Resort – Boundary Line Adjustment – Division 1A", Project No. 834724, dated 10-08-02, which is not recorded but will be the basis of the platting of property adjoining the Cle Elum U.G.A. Property;

THENCE along said southerly margin, N 53°22'53" E, 29.60 feet to a line 10 feet northerly of and parallel with said northerly line of the existing 150 foot wide Bonneville Power Administration Easement;

THENCE along said parallel line, N 73°07'30" E, 209.86 feet;

THENCE N 36°26'39" W, 70.89 feet to said southerly margin of Bull Frog Road;

THENCE along said southerly margin, N 53°22'53" E, 50.00 feet;

THENCE S 36°26'39" E, 99.43 feet to said northerly line of the existing 150 foot wide Bonneville Power Administration Easement;

THENCE along said northerly line, S 73°07'30" W, 31.84 feet;

THENCE S 36°26'39" E, 244.10 feet to a line 20 feet northerly of and parallel with said southerly line of the existing 100 foot wide Puget Sound Energy easement;

THENCE along said parallel line, N 73°07'30" E, 4147.33 feet to the TRUE POINT OF BEGINNING.

Containing 2.18 acres, more or less.

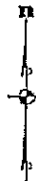
See attached Exhibit "B".

Written by: C.A.F.  
Checked by: R.J.W.

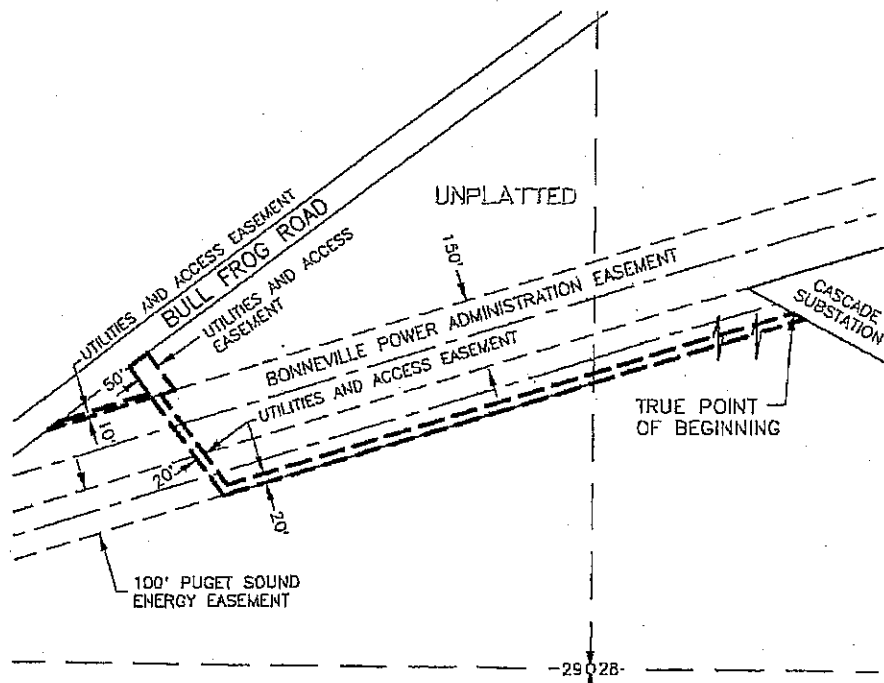
**EXHIBIT "B"**

TO ACCOMPANY LEGAL DESCRIPTION  
 FOR THE UTILITIES AND ACCESS EASEMENT ON  
 MOUNTAINSTAR - CLE ELUM U.G.A. PROPERTY

A PORTION OF THE SECTIONS 28 AND 29,  
 TOWNSHIP 20 NORTH, RANGE 15 EAST, W.M.,  
 KITTITAS COUNTY, WASHINGTON



SCALE : 1" = 300'



<b>ESM</b>	<b>CONSULTING ENGINEERS L.L.C.</b>		
	720 S. 348th Street Federal Way, WA 98003		
www.esmcivil.com		PHONE FAX (253) 838-6113 (253) 415-6114	
Civil Engineering Public Works	Land Surveying Project Management	Land Planning Landscape Architecture	

JOB NO. 998-020-002-1002  
 DWG. NAME : 998\020\EXHIBITS\SR-08  
 DATE : 05-14-03  
 DRAWN : C.A.F.  
 SHEET 1 OF 1