

When Recorded, Return to.

HILLIS CLARK MARTIN & PETERSON, P.S.

Attention: Gregory J. Duff
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925



CHICAGO TITLE EAS 22.00

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08/11/1999 15:50
KING COUNTY, WA

UTILITY EASEMENT AND AGREEMENT

Grantor:	<u>WEYERHAEUSER REAL ESTATE COMPANY</u>
Grantee:	<u>PUGET SOUND ENERGY, INC.</u>
Legal Description (abbreviated):	<u>Portion of SW 1/4 of Section 25 and of NW 1/4 of Section 36, Township 24 North, Range 7 EWM King County, Washington.</u>
<input checked="" type="checkbox"/> Additional on	<u>Exhibit A</u>
Assessor's Tax Parcel ID #:	<u>252407-9029; 362407-9099</u>
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>

THIS UTILITY EASEMENT AND AGREEMENT ("Agreement") is made this 9th day of August, 1999, by and between WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation ("Grantor") and PUGET SOUND ENERGY, INC., a Washington corporation ("Grantee").

RECITALS

A. Grantor is the developer of a fully contained mixed use development in the City of Snoqualmie, King County, Washington, commonly known as Snoqualmie Ridge.

B. Grantee desires to obtain a permanent easement on, over, under, across and through certain real property within Snoqualmie Ridge.

C. Grantor agrees to grant Grantee the desired easement subject to the terms and conditions stated below.

CHICAGO TITLE INS CO ¹⁴⁸
REF# W9901188-10

EXCISE TAX NOT REQUIRED
King County Records Division
BY: [Signature], Deputy

AGREEMENT

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Overhead Utility System Easement. Grantor hereby grants and conveys to Grantee a permanent, non-exclusive easement on, over, under and across that portion of Snoqualmie Ridge legally described on **EXHIBIT A** attached hereto (the "Easement Area"), for the purpose of installing, operating, maintaining, repairing, replacing and improving, in accordance with all applicable laws, ordinances, regulations, permits and development standards, one or more overhead utility systems used in the transmission, distribution and sale of electricity ("Overhead Utility Systems"). The rights granted to Grantee under this Agreement shall include reasonable ingress to and egress from the Easement Area. For purposes of this Agreement, such Overhead Utility Systems shall be limited to overhead facilities, including poles, towers and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; transformers, street lights, meters, fixtures, attachments and any and all other overhead facilities or appurtenances necessary or convenient to the foregoing.

2. Obstruction. Upon ten (10) working days prior written notice to Grantor, Grantee shall have the right to cut, remove and dispose of any and all brush or other vegetation in the Easement Area, subject to Grantee's compliance with applicable permit conditions. Following Grantee's initial installation of the Overhead Utility Systems, Grantor shall have the right (but not the obligation) to control, on a continuing basis and by any reasonable manner consistent with Grantee's use of the Easement Area, the establishment and growth of brush, trees or other vegetation in the Easement Area. In the event Grantor does not exercise such right, Grantee, upon ten (10) working days prior written notice to Grantor, shall have the right to control, on a continuing basis and by any prudent and reasonable manner consistent with applicable permit and development standards, the establishment and growth of such brush, trees or other vegetation. Such notice to Grantor by Grantee shall not be required in the event of an emergency that threatens the Overhead Utility Systems.

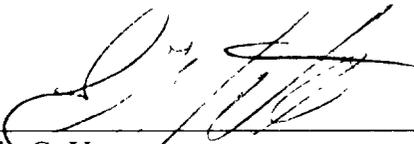
3. Restoration. Upon Grantee's completion of any maintenance, repair, removal or replacement of the Overhead Utility Systems (following their initial installation and construction), Grantee shall, at its sole cost, (i) restore the Easement Area to a condition substantially equal to the condition it was in immediately prior to Grantee's conducting such activities, and (ii) remove from such areas all materials, supplies, equipment, and debris brought onto the Easement Area by Grantee or its contractors or subcontractors in connection with such activities.



EXECUTED the day and year first above written.

GRANTOR:

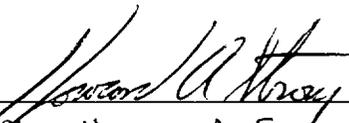
WEYERHAEUSER REAL ESTATE COMPANY

By 
Edwin G. Vetter
General Manager - Snoqualmie Ridge

Address: WRE 1-1
Tacoma, WA 98477

GRANTEE:

PUGET SOUND ENERGY, INC.

By 
Name: HOWARD A. STRONG
Title: MANAGER REAL ESTATE

Address: P.O. BOX 9703A
BELLEVUE, WA 98009-9734

