

RETURN ADDRESS

Puget Sound Energy  
Attn: Real Estate Department  
PO Box 90868 MER-03E  
Bellevue, WA 98009-0868



19991124001250  
PAGE 001 OF 003  
11/24/1999 13:00  
KING COUNTY, WA

**CONSENT FOR USE OF PUGET SOUND ENERGY, INC.  
TRANSMISSION LINE RIGHT-OF-WAY**

REFERENCE #: 5797  
GRANTOR: PUGET SOUND ENERGY  
GRANTEE: WEYERHAEUSER REAL ESTATE COMPANY  
SHORT LEGAL: SECTIONS 25 & 36 OF 24-7  
ASSESSOR'S PROPERTY TAX PARCEL: 252407-9029; 362407-9099

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This Agreement is made between **Puget Sound Energy, Inc.**, "PSE" herein, and **WEYERHAEUSER REAL ESTATE COMPANY**, "Owner/Company" herein:

PSE operates and maintains a transmission line within its right-of-way in the Southwest quarter of Section 25, Township 24 North, Range 7 East, and the Northwest quarter of Section 36, Township 24 North, Range 7 East, W.M. The location and extent of PSE's easement rights, "Easement Area" herein, are more specifically described in documents recorded under Auditor's File Numbers 890221-0223 and 19990811-001847

The Owner/Company desires the consent of PSE to utilize portions of the Easement Area for the following described uses:

- A. Storm Drain and Sediment Pond (SRBP3)

As shown on the plans dated August 10, 1999, which affects the above described real property.

As between the parties, it is mutually agreed that the Owner/Company may utilize the Easement Area for the above described uses, subject to the following terms and conditions:

1. If such use of the Easement Area should at any time become a hazard to the presently installed electrical facilities of PSE, or should such use interfere with the construction, operation, inspection, maintenance or repair of the same or with PSE's access along such Easement Area, the Owner/Company will be required to correct such hazard or interference, at Owner/Company's expense.
2. Except for work shown on plans dated August 10, 1999 or completed as the date hereof no further filling and/or grading within said easements shall be accomplished in such manner as to reduce vertical distance between the ground surface and PSE's wires or jeopardize the lateral support of any of PSE's poles or anchors. No further excavation will be permitted within fifty (50) feet of said poles or anchors. Owner/Company must pay for any and all costs related to changing the vertical line clearances in any way as a result of their uses.
3. A minimum clearance of twenty (20) feet from all power lines must be observed in any activities related to such uses, including the operation of equipment.
4. At no time shall the Easement Area be used for the storage of flammable or volatile material or the placement of any buildings or any other structures, including, but not limited to, the following: Decks, patios, and out buildings of any kind or nature.

5. At no time shall PSE's access to transmission line structures along the Easement Area be permanently blocked off or unduly restricted. Fences constructed within the Easement Area shall have removable sections and/or gates to facilitate vehicular access at any and all times. Landscaping must not interfere with such access. Any construction within the said Easement Area must be consistent with the above-mentioned restrictions.

6. PSE shall have the right to cut, trim, remove trees or brush within the Easement Area as prescribed by the underlying easement documents of record.

7. All shrubs and trees to be situated in the Easement Area must be of a low growing variety which normally do not exceed fifteen (15) feet in height at maturity.

8. The Owner/Company releases PSE and will assume all risk of loss, damage or injury, which may result from such use of the Easement Area, except the portion of such loss, damage or injury caused by or resulting from the negligence of PSE or PSE's agents or employees. Any damage to PSE's facilities caused by or resulting from such use of the Easement Area may be repaired by PSE and the actual documented cost of such repair shall be charged against and paid by the Owner/Company. The Owner/Company further agrees to defend, indemnify and hold harmless PSE, its agents and employees from all loss, damage or injury to any person whomsoever to the extent such loss, damage or injury results from the use of the Easement Area by the Owner/Company, their servants, agents, employees and contractors and is not due to the negligent or intentional acts or omissions of PSE, its servants, agents, employees or contractors.

9. PSE does not own the land within the Easement Area. If the Owner/Company does not own such lands, you must acquire rights for such use from the landowner.

10. The Owner/Company must notify PSE's Snoqualmie Service Center at 1-888-225-5773 at least 48 hours prior to the commencement of any and all future construction activities related to such uses and to coordinate the installation of protective barriers around power poles.

11. The terms and conditions herein contained shall be binding upon the parties hereto, their respective successors and assigns.

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Approved:

**PUGET SOUND ENERGY, INC.**

By:   
Howard A. Strong, Manager Real Estate

Date: Nov. 24, 1999

Agreed to and Accepted:

**WEYERHAEUSER REAL ESTATE COMPANY**

By: 

Date: 11/19/99