

1. This permit is subject to all of the existing uses of the District, and its permittees, licensees, and / or grantees; and to any future or subsequent uses of the District and its permittees, licensees, and / or grantees, except as expressly provided otherwise below.

2. This is a nonexclusive permit and shall not in any manner restrict the right of the District to use said property for any purposes that it may deem proper or to permit others to use said property for any purposes, and the District shall not be obligated or required to give notice of any kind or nature of such other or additional uses whether by itself or others;

As a material part of this agreement, and notwithstanding anything herein to the contrary, the Permittee specifically agrees to modify or remove all or any portion of its permitted facilities so as to avoid and not interfere with any structure or facility or any operation which the District may hereafter desire to construct or conduct upon the above described property.

3. Maintenance. During the term of this permit, Permittee, its heirs, successors, and assigns shall maintain the permitted facilities in a state of good repair, replacing or restoring any damaged portions promptly.

4. Cancellation. This permit may be canceled at any time by written notice mailed to the Permittee at the address of the Permittee as hereinafter set forth, and except as otherwise specifically provided herein, upon such cancellation, the Permittee shall promptly remove the permitted facilities from said premises and will promptly restore and grade the permit area to match surrounding property grade.

5. The District may, when in the District's opinion it is reasonable to do so, require that subsequent holders / users of easements or permits for utilities or other uses, within the area covered by this Permit, repair and restore any damage to the Permittee's facilities caused by such user's repair, construction, maintenance, or other activities, and that each such user shall, at its sole expense, repair and restore any damage to the permitted facilities placed on the property by the Permittee. The District shall not be obligated to place such a requirement on any third party, and shall not be obligated to enforce any provision containing such requirement. The District shall not be liable in any manner for any costs to repair or restore the permitted facilities due to failure of any user to pay such costs or to complete repairs or restoration to such facilities.

6. It is understood that prior to any installation, modification, or extension of any facility within the Permit Area herein described, the Permittee shall first supply the District with detailed drawings and specifications relating to such proposed construction and that no construction, installation, or modification shall be performed until the plans have been approved in writing by the District; Provided, however, that the approval of the District to the performance of such construction shall not in any manner be considered as imposing any obligation upon the District

as to the safety or propriety of such installation or construction; the sole consideration of the District being the compatibility of the Permittee's proposed improvements with the District's current and anticipated future use of the property.

7. The District shall not be liable for any claims or damage to Permittee's or its contractor's property, facilities, or appurtenances constructed or placed in, under, or upon said property by Permittee; it being understood and agreed that such property is now and will continue to be used as utility property subject to use by heavy trucks and machinery for power line construction, installation, and maintenance, and for transmission of high voltage electricity, among other things; however, the District shall exercise reasonable care to protect Permittee's and its contractor's property, facilities, or appurtenances from damage or harm except in time of emergency.

8. Permittee is solely and directly responsible to the District for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from carrying out any construction or maintenance work to be done in accordance with the provisions of this permit.

Permittee agrees that as a condition to this permit, Permittee shall take all reasonable precaution to protect and preserve from damage, destruction, or interference the District's lands, vegetation, structures, related electrical facilities, and access roads located upon the Permitted Area or upon the District's adjoining right-of-way property and should said District lands and / or facilities be damaged, destroyed, or interfered with in any way by reason of Permittee's use of maintenance of said property, Permittee shall immediately restore said lands and / or facilities to their former condition at Permittee's expense. Should it be necessary for the District to remedy any harmful or adverse conditions resulting from Permittee's use or maintenance of said property under this permit, or to perform any of the matters required of the Permittee which the Permittee has failed to do, Permittee shall reimburse the District for all costs so incurred by the District as a result thereof. Should any existing drainage channels or culverts be disturbed by Permittee, it shall immediately provide suitable means for diverting and maintaining all flows during the term of this permit.

9. The Permittee does herewith assume all risk of loss, damage or injury which may result from the presence of Permittee's and / or contractors or business invitee's property or persons upon said real estate, and waives any right of recovery for damage thereto.

10. Permittee does further agree to hold and save harmless the District from and against any and all claims for damages, whether to Permittee's or District's employees, contractor's, or business invitee's, or to their persons or property, or otherwise, that may in any manner directly or indirectly arise out of the construction, operation, repairs, use, maintenance or patrolling of the permitted facilities subject to this permit or out of the operations of the Permittee, its contractors, successors, or assigns upon District property pursuant to this permit.

11. The District shall not be held liable for any claims or damage to Permittee's property, facilities, improvements, or appurtenances constructed or placed upon District property by Permittee.

12. The Permittee shall not use said Permit Area for any unlawful purposes, or for any purposes other than those stated herein, without the express written agreement of the District, and Permittee accepts the premises in the present condition or in the condition that the District or others may put the same into, and herewith specifically agrees that the District, its agents, servants, or employees, shall not in any manner be responsible for any damages of any kind or nature caused the Permittee, its agents, servants, contractors, business invitees, or employees, or caused to any property upon said premises, whether due to the negligence of the District, its agents, servants or employees, or otherwise.

13. Permittee agrees to hold and save harmless the District from and against any and all claims for damages, whether to Permittee's agents, contractors, or employees, or to other persons, including but not limited to business invitees of Permittee, or property, including but not limited to claims of injury or damage resulting from high voltage induction or electromagnetic fields that may in any manner directly or indirectly arise out of the construction, use, operation, repair, maintenance, or patrolling of the permitted facilities by permittee and / or its contractors, pursuant to this permit or out of the operations of the Permittee, its successors, or assigns pursuant to this permit.

14. Permittee agrees for itself, its employees, agents, contractors, successors and assigns that it is not now known whether the presence of high voltage electrical transmission lines and resultant electromagnetic fields may have any injurious effect upon humans or animals in close proximity, that without the use proposed by Permittee access to the subject property would otherwise be restricted, and that Permittee's agreement to the indemnification provision herein is a material consideration without which this permit would not be granted; and Permittee specifically and expressly waives any immunity under Industrial Insurance, Title 51, RCW, and acknowledges that this waiver has been mutually negotiated by the parties.

PROVIDED, that with regard to Permittee's construction, alteration, repair, or maintenance of the permitted facilities or appurtenances located upon property owned or controlled by the District, if any claim for damages is caused by or results from the concurrent negligence of (i) the District, its agents, or employees, and (ii) Permittee, its contractors, successors, or assigns, the obligations of Permittee shall be valid and enforceable to the extent permitted by law, and provided further that Permittee's obligations shall be inapplicable to the extent that any such claim arises from a willful and unjustifiable act or omission of the District, its employees or agents.

15. During the installation, modification, maintenance, or repair of the permitted

facilities by Permittee, its contractors, successors, or assigns, pursuant to this permit, all reasonable precautions shall be taken to ensure that the present or future facilities of the District be protected from damage.

16. Permittee shall not install any improvements which may provide or facilitate unsafe access to the District's utility poles, lines, or equipment.

17. Permittee shall not erect or permit to be erected upon District property any structures or improvements of any kind or nature without written approval of the District and in no event shall any activity upon said premises or any structures or improvements thereon interfere with the District's facilities or in any manner be hazardous thereto. No equipment or materials shall be stored upon District property without approval of the District other than vehicle parking during reasonable business hours. The Permittee shall not perform or authorize any blasting or discharge any explosives on the District's property.

18. Permittee expressly disclaims for itself, its heirs, successors, or assigns, any right, title, or interest of any kind or nature in and to the Permit Area above described, except insofar as granted by this permit, and subject to the terms of this permit, and does further agree for itself, its heirs, successors, or assigns, that it will not in any way challenge or contest any ownership by the District of the Permit Area hereinabove described or any right of the District to execute and grant this permit; provided, however, this shall not be construed as a warranty on the part of the District of its ownership for said property and it is expressly agreed that this permit is not in any manner a warranty on the part of the District that the said Permittee shall have good, clean, or marketable title to this permit or the uses herein granted, or that the District is the owner of said premises or that the District has the right to grant this permit, and the Permittee does expressly assume the responsibility for determining the right of the District to grant this permit or the extent of the rights validly granted to the Permittee hereunder and agrees to defend, indemnify, and hold harmless the District from any claims or damages sought or recovered arising out of any defect in the right of the District to execute this permit or any defect in the rights acquired by the Permittee hereunder.

19. Permittee shall carry Automobile and General Liability and Property Damage Insurance covering his use of the District's premises as required by the District, in the following limits:

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| a. Bodily Injury
(including death) | \$1,000,000 each occurrence
\$1,000,000 each occurrence |
| b. Property Damage
Or | \$1,000,000 each occurrence |
| c. Combined Single Limit | \$2,000,000 |
| d. General Aggregate | \$2,000,000 |

When reference is made therein to the Permittee's "use" of the premises, such reference shall include use of the said premises by the Permittee, their employees, agents, servants, guests, business invites or any of them, or by any other persons using or occupying the premises with the knowledge or consent of the Permittee. This shall not be construed as expanding any rights or any right to use the premises beyond that specifically granted in any of the other paragraphs of the permit, or of permitting any assignment without written consent of the District. The described insurance coverage herein shall also be required by Permittee of its general contractor during the conduct of any construction activities on District property.

The District shall at all times during the term of the permit be included as a named insured upon said policy with respect to the use of the District's property described herein by the Permittee. Evidence of such insurance shall be submitted to the District prior to Permittee's use of the premises. Permittee shall not cause such insurance to lapse or be canceled during its use of the District's premises. Permittee shall provide that such insurance shall include a clause that the insurance policy or policies shall not be subject to cancellation or reduction in limits during such use until notice has been mailed to the District stating the date when such cancellation or reduction shall be effective which date shall not be less than 30 days after such notice. Certificates of insurance shall be authenticated by the proper officer of the insurer and shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause

Unless otherwise agreed, all insurance policies shall be obtained and maintained with companies rated A- or better by Best's Key Rating Guide. Nothing contained in these insurance requirements shall be construed as limiting the extent of Permittee's or its contractor's responsibility or liability for payment of damages resulting from or in connection with its operations under this contract.

20. In consideration of the grant of this permit, the Permittee shall be responsible for, pay in full, and indemnify and hold harmless, the District from and against any and all assessments, real property taxes, leasehold excise taxes assessed pursuant to RCW 82.29A, or payment of any and all other taxes of whatsoever nature which may be assessed as a result of the use of the land under this permit or installation or use of the permitted facilities upon such land by Permittee, except for taxes levied on income to the District.

21. This permit shall be transferred and assigned by Permittee to Permittee's heirs, successors, and assigns, only subject to all of the terms and conditions herein; Permittee shall notify the District, in writing, within ten (10) days of such transfer or assignment. The District's written consent to assignment shall be required; consent to assignment shall not be unreasonable withheld.

22. There shall be no storage of equipment, materials, vehicles, fuels, paints, solvents, oils, pesticides, or other sources of contamination upon District property, except for fuel in non-leaking vehicles and equipment parked upon the Permit Area

during Permittee's business hours, for Permittees' employees, contractors, and business invites. There shall be no dumping or disposal of any kind on the District's property. No fill shall be imported to District property except fill known to be clean, contaminant-free, and capable of supporting vehicles and structures to be placed thereon.

23. Spills and leaks of gasoline, oil, hydraulic fluid, or other dangerous or hazardous substances, pollutants or contaminants upon the Permit Area, shall be contained by Permittee and / or its contractor within one (1) hour of discovery, and shall be reported to the State of Washington, Department of Ecology, and to the District, cleanup initiated by Permittee and / or its contractor within 12 hours of discovery. Such spills and leaks shall be cleaned up to not less than the levels required by applicable law; no residual contaminants shall remain, requiring use of "institutional controls".

24. Permittee shall be responsible to maintain adequate support around utility poles for any excavation within the Permit Area, and to maintain adequate and lawful clearances at all times from District power lines and facilities. Changes to the District facilities deemed necessary by the District as a result of any site alterations constructed by Permittee shall be at Permittee's sole expense.