



## TEMPORARY EASEMENT FOR SURFACE WATER DISPERSION

This Easement for Surface Water Dispersion (“**Easement Agreement**”) is made this ~~16<sup>th</sup>~~ day of APRIL, 2012, by PUGET SOUND ENERGY, INC. (“**PSE**”), a Washington corporation, for the benefit of the CITY OF SNOQUALMIE (“**City**”), a Washington municipal corporation, relating to the extension of SE Douglas Street.

### RECITALS

A. PSE is developing certain real property (the “**Property**”) located in the City of Snoqualmie, WA, including the construction of an electrical substation and associated transmission lines, which development project (the “**Project**”) is commonly referred to as the “**Mount Si Substation**”.

B. PSE’s construction of the Mount Si Substation is subject to, among other things, the requirements of a Pre-Annexation Development Agreement between PSE and the City (“**PADA**”), which PADA has been executed and recorded at King County AFN 20110202001508.

C. The PADA, at Section 6.1.4, requires that PSE dedicate right-of-way to the city for an extension of SE Douglas Street (the “**Extension**”) on to the Property of PSE. The dedication of the Extension has been completed and recorded at King County AFN 20110414000323, and PSE has constructed a portion of the extension of SE Douglas Street as required by the Developer Extension Agreement (“**DEA**”) recorded at King County AFN 20111228000526.

D. PSE and the City anticipate that there may be a future extension of SE Douglas Street beyond its existing location (“**Future Extension**”), in connection with further annexation and development of property in the area served thereby.

E. Section 6.3 of the PADA and “**Exhibit 11**” thereto require PSE to construct storm water management facilities necessary to address storm water from the Extension, and grant to the City a temporary easement (“**Easement**”) for the location of storm water flow paths and dispersion trenches. The Easement locations have been determined in the flow control best management practices (“**BMP**”) site plan prepared by PSE and approved by the City in connection with the planning, development and construction of the Mount Si Substation.

F. PSE and the City intend that the Easement granted hereunder shall terminate at such time as the Future Extension is constructed and new storm water management facilities constructed therein are completed and accepted by the City, so that the dispersion trenches and flow paths located in the Easement Areas reflected herein are no longer required to handle storm water from the Extension.

and allow the affected portions of the PSE Property and the Easement Areas to naturally revegetate.

5. Duration of Easement Rights; Termination. The easement and rights granted by PSE to City herein shall remain in effect until such time as (a) there has been a Future Extension of SE Douglas Street; and (b) the Future Extension of SE Douglas Street has been fully constructed and accepted by the City, including complete installation of required surface water management facilities; and (c) the City has been granted all rights necessary or appropriate to serve the surface water management requirements of the Extension and the Future Extension. At such time as the conditions in (a), (b), and (c) above have been met, PSE may present to the City for execution, and the City will execute, the Termination of Easement attached hereto as Exhibit F, or a substantially similar document (in either case, acceptable to City) sufficient to terminate this Easement Agreement of record.

6. General Effect; Interpretation. This Easement Agreement is executed by the parties to implement a portion of the requirements set forth in the PADA. Nothing herein is intended to amend, alter, supersede, or otherwise affect any portion of the PADA or any other document, easement, covenant, or other instrument related to the Project or the Mount Si Substation, and PSE shall continue to comply with all legal requirements, agreements, permits, documents and instruments applicable thereto. This Easement Agreement and the provisions hereof shall be liberally construed in favor of the grant to accomplish the purposes stated herein. If any provision in this Easement Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Easement Agreement and the PADA and the Project permitting that would render the provision valid shall be favored over any interpretation that would render it invalid.

7. Binding Effect. The easements and covenants herein contained shall run with the land and are binding upon all subsequent owners thereof until terminated in accordance with the provisions set forth above.

8. Enforcement; Attorneys' Fees. Either party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement Agreement, to enjoin any actual or threatened violation by temporary or permanent injunction, to recover damages, and to require the restoration of the Easement Areas to the condition that existed prior to any such injury. In the event of litigation between the parties arising out of or related to this Easement Agreement, the substantially prevailing party shall recover its costs and attorneys' fees, including the costs and attorneys' fees for appeals, from the other party.

9. No Waiver. Any forbearance by a party to enforce the provisions of this Easement Agreement shall not be deemed or construed to be a waiver of such provision. No delay or omission by a party in the exercise of any right or remedy upon any breach by the other party shall impair such right or remedy or be construed as a waiver.

**EXHIBIT A**

**FLOW PATH 'A'  
LEGAL DESCRIPTION**

A STRIP OF LAND 50 FEET IN WIDTH SITUATED IN A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, SAID STRIP BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, A 1" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH TACK AND PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 2663.46 FEET DISTANT;  
THENCE SOUTH 09°15'48" EAST A DISTANCE OF 1263.07 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 46°58'29" WEST A DISTANCE OF 66.24 FEET;  
THENCE SOUTH 11°16'39" WEST A DISTANCE OF 74.77 FEET TO THE TERMINUS OF SAID STRIP CENTERLINE AND SAID STRIP SIDELINES, FROM WHICH SAID WEST QUARTER CORNER BEARS SOUTH 09°32'36" WEST, 1315.40 FEET DISTANT.

CONTAINING 7,050 SQUARE FEET OR 0.16 ACRES MORE OR LESS.

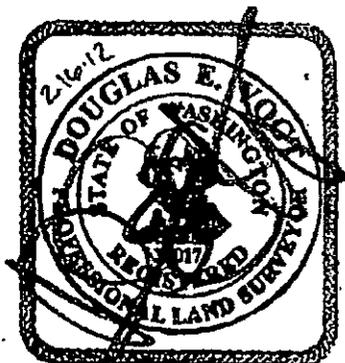
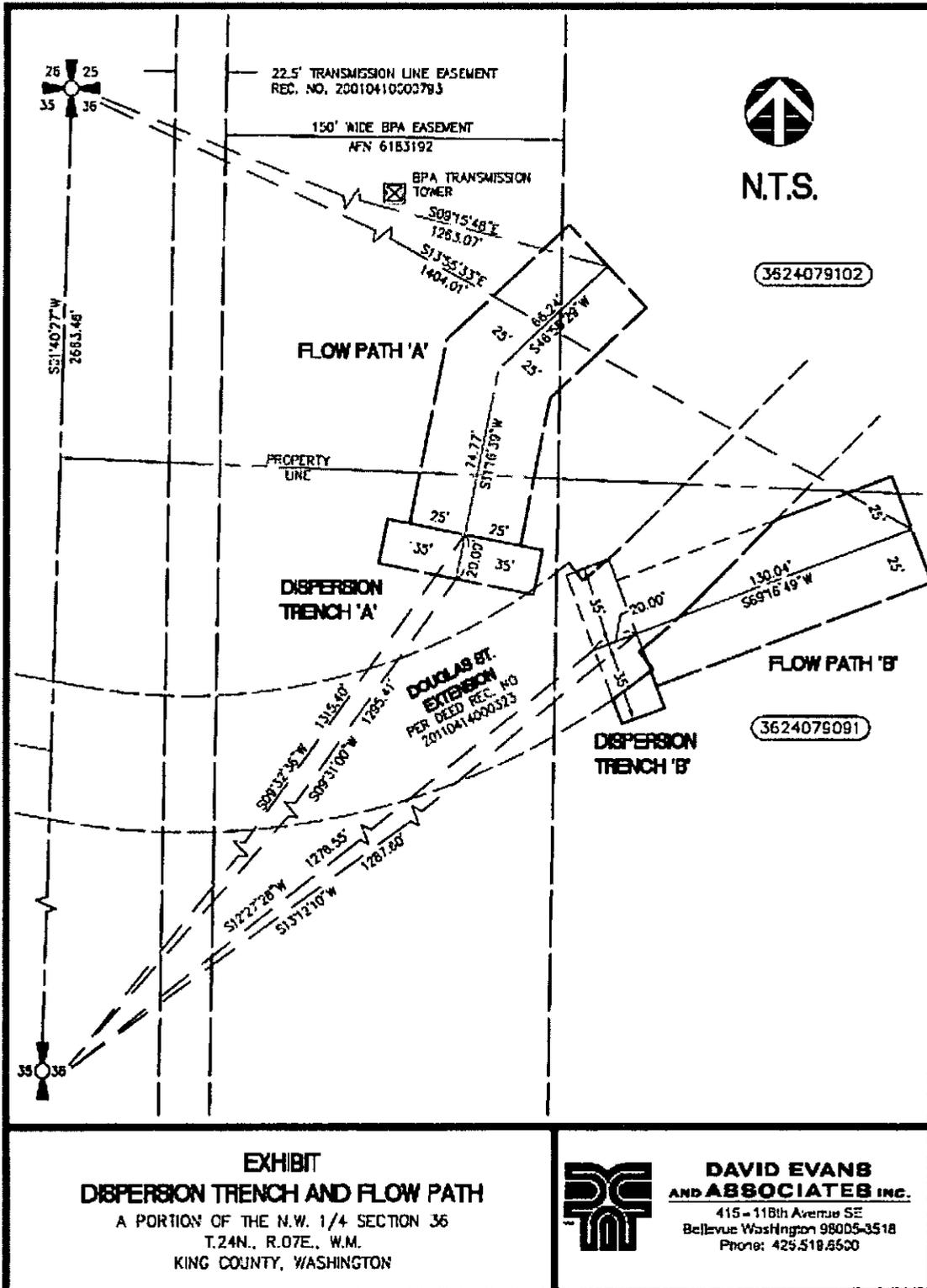


EXHIBIT E



**EXHIBIT**  
**DISPERSION TRENCH AND FLOW PATH**  
 A PORTION OF THE N.W. 1/4 SECTION 36  
 T.24N., R.07E., W.M.  
 KING COUNTY, WASHINGTON



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