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WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): Pre-Annexation Development Agreement
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: N/A <input type="checkbox"/> Additional reference #s on page _____ of document(s)
GRANTOR(S) (Last name first, then first name and initials) Puget Sound Energy, Inc., a Washington corporation City of Snoqualmie, a municipal corporation <input type="checkbox"/> Additional names on page _____ of document
GRANTEE(S) (Last name first, then first name and initials) City of Snoqualmie, a municipal corporation Puget Sound Energy, Inc., a Washington corporation <input type="checkbox"/> Additional names on page _____ of document
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) Portion of the West ½ of N.W. ¼ Section 36, T. 24 N., R. 7, W.M., King County, Washington <input type="checkbox"/> Additional legal is on page _____ of document
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 3624079098, 3624079099, 3624079102, 3624079030, 3624079091 <input type="checkbox"/> Assessor Tax # not yet assigned

THIS PRE-ANNEXATION DEVELOPMENT ²⁰¹¹ AGREEMENT is entered into effective the ~~27th~~ day of ~~JANUARY~~, ~~2009~~, by and between the CITY OF SNOQUALMIE, a municipal corporation of the State of Washington (the "City"), and PUGET SOUND ENERGY, INC., a Washington corporation ("PSE").

RECITALS

A. The City is incorporated under the Optional Municipal Code of the State of Washington. The City has authority under chapter 35A.14 RCW to consider annexations of property within its Urban Growth Boundary. The City has authority under RCW 36.70B.170-210 to enter into agreements to control the use and development of property within its jurisdiction, and for property outside its boundaries as part of a proposed annexation pursuant to RCW 36.70B.170(1).

B. PSE is the owner of five parcels of real property comprising approximately 39.5 acres located within the City's Urban Growth Area in the Snoqualmie Hills Planning Area (the "PSE Property"). The PSE Property as identified on Exhibit 1 (PSE Property) consists of a Substation Area, associated Transmission Line Right-of-Way, and a Future Development Area, as described below.

C. On November 13, 2007, the City accepted a Notice of Intention to Commence Annexation of the PSE Property and an additional parcel number 3624079101 owned by Jonathan (Jay) Dutczak, authorizing PSE to file a Petition for Annexation. Agenda Bill (AB #07-170). PSE filed an Amended Notice of Intention to Commence Annexation on December 1, 2008, to add a tax parcel (3624079150) owned by Dutczak, that was inadvertently omitted from the original Notice of Intention. The two parcels owned by Dutczak (3624079101 and 3624079150) are collectively known as the "Dutczak Property." Exhibit 2 (Dutczak Property). On December 8, 2008, the City accepted the Amended Notice of Intention to Petition for Annexation submitted by PSE (Agenda Bill #08-211).

D. On April 23, 2009, PSE submitted a Petition for Annexation ("Petition") to the City, which included the PSE Property (except for that portion of parcel 3624079091 lying outside of the Urban Growth Boundary), together with two parcels owned by Dutczak. This area contains approximately 39.4 acres. The City has determined that the Petition is a proper and sufficient petition for annexation of this area into the City. The King County Assessor certified the Petition on July 22, 2009.

E. On October __, 2009 PSE withdrew one of the five parcels under its ownership (parcel # 3624079030) from the Petition. The four remaining PSE Properties (except for that portion of parcel 3624079091 lying outside of the Urban Growth Boundary), together with the two parcels owned by Dutczak, contains approximately 34.4 acres.

F. The Planning Commission conducted a public hearing and deliberations on a proposed Annexation Implementation Plan (AIP) and proposed pre-annexation zoning for the PSE Properties and the Dutczak Property on March 1, 2010, April 5, 2010 and May 3,

2010 and, based on input received during that review, has recommended that the City Council adopt an AIP and pre-annexation zoning for only those two parcels that are necessary for construction of the PSE substation and the SE Douglas Street Right-of-Way, Parcel No. 3624079102 and that portion of Parcel No. 3624079091 that is located within the City's urban growth area (hereafter, the "Annexation Area"). The Annexation Area is shown on Exhibit 3 (*Annexation Area*).

G. The Snoqualmie Vicinity Comprehensive Plan land use designation for the Annexation Area is Planned Residential.

H. PSE desires annexation of the Annexation Area to develop an electrical transmission and distribution substation commonly referred to as the Mount Si Substation on a portion of the Annexation Area (collectively, "Substation Area"), together with transmission lines and associated setbacks and buffers to be located on other portions of the PSE Property. The Substation Area and Legal Description are identified in Exhibit 4 (*Substation Area and Legal Description*) hereto. The Mount Si Substation is a necessary facility to serve existing and future growth in the City of Snoqualmie and Snoqualmie Valley as a whole. PSE intends to begin developing the Substation Area immediately following annexation and upon approval of permits required for construction. The Substation Area development will not add any population to the City, will not require extension of sewer utilities, and will only require street improvements, and extension of water utilities to the substation driveway.

I. The Dutczak Property is not part of the PSE ownership. However, PSE is seeking an easement across the Dutczak Property to accommodate construction of the transmission lines. PSE also intends to construct transmission lines across portions of the PSE Property located north of the Dutczak Property.

J. The Bonneville Power Administration ("BPA") already has easements ("BPA Easements") across portions of the PSE Property and the Dutczak Property for transmission line purposes, as shown on Exhibit 5 (*BPA Easements and Line Corridor Area*). Nothing in this Agreement is intended to impact the rights and obligations contained within that BPA Easements.

K. The PSE Property also contains property not needed or intended for the electrical substation or new transmission lines and their associated setbacks/buffers, and such additional land is to be designated for potential future development ("Future Development Area"). The Future Development Area is identified and legally described in Exhibit 6 (*Future Development Area and Legal Description*). Except for a small portion of the Future Development Area located on Parcel No. 3624079102, PSE is not seeking annexation of and does not intend to develop the Future Development Area at the same time as development of the Substation Area. Applicable Snoqualmie Vicinity Comprehensive Plan Annexation Policies recognize that the annexation and substation development proposed in the Annexation Area may proceed in advance of the annexation and annexation implementation planning required prior to development of the Future Development Area.

L. The **City** is considering annexation of the **Annexation Area** which is located within the **City's** Urban Growth Area, in light of the public benefits associated with the annexation of the property, including assuring an adequate supply of electrical power to the **City**. The **City's** agreement to the specific provisions of this Pre-Annexation Development Agreement are specifically based upon **PSE** being a publically-regulated utility and the fact that **PSE's** proposed wetland, wetland buffer and stream buffer disturbance is limited to that amount necessary to install and maintain the electrical utility facilities.

M. The **City** has reviewed an Expanded Environmental Checklist for the actions covered by this Pre-Annexation Development Agreement, and on February 12, 2010, issued a Mitigated Determination of Non-Significance ("**MDNS**"). Site-specific sensitive areas information was included in the information reviewed by the **City** as part of the State Environmental Policy Act documents that contained sufficient information for the **City** to evaluate compliance with the provisions of Snoqualmie Municipal Code ("**SMC**") 19.12.180(F)(4) for the proposed alteration of the sensitive area buffers for construction of the **Substation Area**, transmission lines, and associated facilities.

N. The **City** has determined that a reduced scope **AIP**, as required by Element 8 of the Snoqualmie Vicinity Comprehensive Plan, is appropriate to address only requirements for development of the **Substation Area** and transmission lines and to ensure adequate SE Douglas Street Right-of-Way for access and extension of utilities to the remainder of the **Annexation Area** beyond the **Substation Area** and to adjacent properties, and to defer additional planning normally contained in an annexation implementation plan until future development is proposed. A public hearing on the **AIP** was held by the City of Snoqualmie Planning Commission on March 1, 2010. The Planning Commission accepted public comment on the **AIP** until March 8, 2010. The Planning Commission conducted its deliberations on the **AIP** on March 1, 2010, April 5, 2010 and May 3, 2010 and recommended approval of the **AIP** to the City Council on May 3, 2010. The City Council approved the **AIP** on June 28, 2010.

O. On May 24, 2010 and June 28, 2010, the City Council held public hearings on the pre-annexation zoning ordinance, as required by RCW 35A.14.340. On June 14, 2010 the **City** held a public hearing on this Pre-Annexation Development Agreement, as required by RCW 36.70B.200. On June 28, 2010, the **City** held a public hearing on the annexation, as required by chapter 35A.14 RCW.

P. This Pre-Annexation Development Agreement is intended to be a development agreement pursuant to the authority of RCW 36.70B.170 – 210. **PSE** and the **City** intend by this Pre-Annexation Development Agreement to define the development standards and mitigations, as defined in RCW 36.70B.170(3) relating to the development of the **Substation Area** and the associated transmission lines, that will apply to the **PSE Property** upon annexation of the **Annexation Area**, including portions of the **PSE Property** that are not being annexed to the **City** at this time. This Pre-Annexation Development Agreement is not intended to authorize development or construction of any uses of the property other than the

Substation Area, transmission lines, and related electrical utility uses. Applicable mitigations identified in the MDNS are incorporated into this Pre-Annexation Development Agreement, as provided by RCW 36.70B.170(3)(c). RCW 36.70B.170(4) further authorizes a party to a development agreement to obligate itself to fund or provide services, infrastructure, or other facilities (collectively, “Mitigations”). The obligations of PSE to fund or provide services, infrastructure, or other facilities established herein are pursuant to authority of RCW 36.70B.170(4) and 36.70B.210.

Q. The parties acknowledge that this Pre-Annexation Development Agreement is intended to be a contract binding upon the parties and their successors and assigns.

Now, therefore, for and in consideration of the mutual covenants and agreements contained in this Pre-Annexation Development Agreement, the parties hereby covenant and agree as follows:

AGREEMENTS

1. ANNEXATION.

Following City Council approval of an ordinance providing zoning to become effective upon annexation, approval of a reduced scope AIP for the **Annexation Area**, approval of this Pre-Annexation Development Agreement and approval of the proposed annexation by the Boundary Review Board for King County (or, alternatively, expiration of the statutory appeal period without appeal), the City shall consider an ordinance annexing the **Annexation Area**. Upon the effective date of the annexation ordinance, if approved, the development standards and **Mitigations** provided by this Pre-Annexation Development Agreement shall be binding upon the City and PSE.

2. ZONING.

Upon the effective date of the annexation ordinance, the **Annexation Area** shall be subject to the Residential District Regulations of SMC 17.15, the use classifications for the Planned Residential District (PR) in SMC 17.55, and, more specifically, the additional Planned Residential District provisions of SMC 17.15.050, all pursuant to the ordinance providing zoning to become effective upon annexation. That portion of Parcel No. 3624079102 that is shown as **Future Development Area** on **Exhibit 6** shall be subject to a zoning condition that requires completion of a full-scope AIP as specified in Section 4.3 prior to any new utility connections, short plat, subdivision, or other new development in that area. As provided in Section 5.1 below, development on those parcels does not vest to the zoning and development regulations in effect on the date of this Pre-Annexation Development Agreement, but shall vest to whatever regulations are in effect on the date a complete application is filed for such future subdivision or development.

3. ASSUMPTION OF BONDED INDEBTEDNESS

Upon the effective date of the annexation ordinance, the **Annexation Area** shall be subject to a proportional share of existing **City** bonded indebtedness.

4. USES.

Upon the effective date of the annexation ordinance described in Section 2 of this Pre-Annexation Development Agreement, the following agreements shall apply to uses on the **PSE Property**.

4.1 Substation Area. Development of the site shall generally be guided by the **Substation Site Development Plan** attached to the Pre-Annexation Development Agreement as **Exhibit 7 (Substation Site Development Plan)** incorporated herein by this reference, and shall be limited to use as an electrical substation, transmission and distribution lines, and related appurtenances. No residential, commercial, or other development of the site outside of substation and transmission line-related uses shall be permitted on the **Substation Area**. Site development and construction of any concrete foundations in the **Substation Area** shall be in substantial conformance with the **Substation Site Development Plan** and subject to conditions imposed by applicable development permits for the **Substation Area** construction. Subject to applicable development permits, **PSE** shall be entitled to remove and maintain vegetation within those portions of the **Substation Area** and transmission line corridors consistent with the vegetation standards and covenants described in Section 6.8 below.

4.2 Line Corridor Area. The area identified as the **Line Corridor Area** on **Exhibit 5** shall be limited to construction and maintenance of transmission and distribution lines, poles, and related appurtenances and the access and vegetative maintenance required for such lines as provided in this Pre-Annexation Development Agreement. Vegetation removal, maintenance and replacement shall be consistent with the standards and covenants described in Section 6.8 below.

4.3 Future Development Area. In consideration of being permitted to do a reduced-scope **AIP** addressing only development of the **Substation Area** and transmission lines, **PSE** hereby covenants for itself and for its successors and assigns that it will not submit any applications for any subdivision, short subdivision, utility connections, construction or other development of the **Future Development Area** on Parcel No. 3624079102 shown on **Exhibit 6** until the **City** has reviewed and approved a planning document functionally equivalent to a full-scope **AIP** for the **Future Development Area**, together with that additional portion of the Snoqualmie Hills Planning Area, as determined by the **City**, for which circulation (roads and trails), utilities, land uses, and recreational lands and facilities should be planned in an integrated fashion to ensure compliance with the goals and policies of the Snoqualmie Vicinity Comprehensive Plan.

5. DEVELOPMENT STANDARDS.

5.1 Vesting. Except as otherwise specifically provided in this Pre-Annexation Development Agreement, all provisions of the Snoqualmie Municipal Code and the Snoqualmie Ridge II Development Standards in effect as of the date of this Pre-Annexation Development Agreement shall govern development of the **Substation Area** for the substation use proposed in **Exhibit 7**, and construction of the transmission lines shown on **Exhibit 5**; provided, however, the **City** reserves the right to adopt and impose new requirements after the date of this Pre-Annexation Development Agreement that the **City** deems necessary to prevent a serious threat to public health and safety, including amendments to building, fire, and other public safety regulations. This Pre-Annexation Development Agreement does not vest development standards for the **Future Development Area on Parcel No. 3624079102**. Any other development shall be subject to further planning and potential future agreement prior to vesting and, absent some future agreement that provides to the contrary, shall only vest to those regulations that are in effect on the date a complete application is filed for development of the **Future Development Area**.

5.2 Subsequent City Approvals. Development of the **Substation Area** is subject to applicable development permits, including a Public Agency or Utility Exception (“**PAUE**”) as set forth in SMC 19.12.030C for any portion of the substation and transmission line development that proposes alteration of any wetland or stream area and their associated buffers as shown in **Exhibit 8 (Wetland & Stream Buffer Area)**. The **PAUE** requires approval by the **City’s** hearing examiner. **PSE** recognizes that this Pre-Annexation Development Agreement cannot bind a particular decision outcome from the hearing examiner, and nothing in this Pre-Annexation Development Agreement is intended to presume the outcome of the hearing examiner’s decision on the **PAUE**. If the **PAUE** is approved, the **City** agrees to approve, and **PSE** agrees to record, a Covenant and Easement to provide for ongoing vegetation maintenance over portions of the wetlands, streams, wetland buffer and stream buffer areas and within the native growth protection easement areas, as further described in Section 6.8 of this Pre-Annexation and Development Agreement (“**Covenant and Easement**”).

6. MITIGATION MEASURES.

Annexation and development of the **Annexation Area** shall be subject to the following mitigation measures for construction of the **Substation Area**, transmission lines and associated facilities.

6.1 Douglas Street Extension and Right-of-Way. Existing conditions of approval of the Snoqualmie Ridge Binding Site Improvement Plan No. 1 for the Snoqualmie Ridge Business Park and Snoqualmie Vicinity Comprehensive Plan, and Snoqualmie Vicinity Comprehensive Plan Transportation Element Policy 6.F.2.11 require the **City** to conduct a public process to review the impacts from connection of SE Douglas Street to the **Annexation Area** prior to any clearing or construction of an extension of SE Douglas Street. The parties

agree that the process for City review of the proposed annexation, the AIP, and this Pre-Annexation Development Agreement will be the public process envisioned in that Binding Site Plan condition, and annexation and development of the **Annexation Area** as proposed in this Pre-Annexation Development Agreement should only be permitted if the City determines that the extension of SE Douglas Street should be approved and impacts can be appropriately mitigated.

Provided the City approves the extension of SE Douglas Street, PSE shall construct the extension of SE Douglas Street from its existing point of termination within the Snoqualmie Ridge Business Park to a point approximately twenty (20) feet beyond the proposed location of the driveway entrance into the **Substation Area** (identified as Segment 1), substantially as shown on **Exhibit 9 (SE Douglas Street Right-of-Way)** as a condition of annexation and construction of the **Substation Area** to the specifications for Segment 1 described below. ("**SE Douglas Street Extension**"). Construction of Segments 2 and 3 shall be a condition of any development of the **Future Development Area** in Parcel No. 3624079102, or any other property located in the Snoqualmie Hills Planning Area and shall be constructed to the standards as described in Section 6.1.2 and 6.1.3 of this Agreement, unless the City adopts different standards as part of the annexation implementation planning for this subarea.

Because the **Substation Area** construction does not require bicycle or pedestrian access, striped bicycle lanes, planter strips, sidewalks, street trees, and any related improvements necessary to meet City standards for a neighborhood collector will not be required when the **Substation Area** is developed, but will be required as a condition of development of any of the **Future Development Area** in Parcel No. 3624079102 or further extension of SE Douglas Street to accommodate future development in the subarea. At the time PSE, or its successors or assigns, proposes to develop all or any portion of the **Future Development Area**, they shall be required to extend the bicycle lane striping, sidewalks, planter strips, street trees, and any related street improvements from their existing terminus within the Snoqualmie Ridge Business Park to the point of that future development as a condition of any future development. Alternatively, if a property owner easterly of the **Future Development Area** desires to extend SE Douglas Street to provide access to their property, then such extension shall include these associated street improvements. If more than one owner is proposing future residential development at the same time, then the City will consider an appropriate pro-rata contribution to these future **SE Douglas Street Extension** improvements by all such parties through a mechanism such as a cost-sharing agreement or latecomer's agreement or other legal method to provide for potential reimbursement of costs associated with these future **SE Douglas Street Extension** improvements. These future improvements to the **SE Douglas Street Extension** being constructed with the **Substation Area**, together with the extension of SE Douglas Street through the **Future Development Area**, shall, collectively, be known as the "**Future SE Douglas Street Extension Improvements**." The parties acknowledge that the extension of the sidewalk on the north side of SE Douglas Street may require an alteration to the typical sidewalk and planter strip configuration to meander around the large boulder near the current terminus of this street

within the Business Park. The parties acknowledge that the extension of the south sidewalk will result in removal of some of the existing landscaping installed within that area.

6.1.1 Segment 1 Specifications. The following specifications shall apply to Segment 1 of the **SE Douglas Street Extension**, as shown on **Exhibit 9**. All other relevant Snoqualmie Ridge II Development standards for road construction, marking, and signage not specified below shall also apply:

6.1.1.1 Right-of-Way Width. Sixty (60) feet.

6.1.1.2 Travel Lanes. Two eleven (11)-foot travel lanes, plus eighteen (18) inches of curb and gutter (per Snoqualmie Ridge II Development Standard #2.08) on each side for a total of twenty-five (25) feet back-of-curb to back-of-curb.

6.1.1.3 Centerline Radius: Three hundred (300) feet.

6.1.1.4 Parking: None on either side.

6.1.1.5 Planter Strips, Street Trees, Tree Planting, Irrigation Specifications, and Street Lights: Ten (10)-foot planter strip on each side, not constructed until development of the **Future Development Area** by developers of that area or areas to the east. Street trees, tree planting, irrigation specifications, and street lights shall meet whatever standard for street trees, tree planting, irrigation, and street lights that may have been adopted by the **City** prior to or as part of the **AIP** for the **Future Development Area** and/or additional areas to the east.

6.1.1.6 Sidewalks: Six (6)-foot concrete sidewalk on each side, not constructed until development of the **Future Development Area** and/or additional areas to the east by developers of those areas.

6.1.2 Segment 2 Specifications: The following specifications shall apply to Segment 2, as shown on **Exhibit 9**. All other relevant Snoqualmie Ridge II Development standards for road construction, marking, and signage not specified below shall also apply:

6.1.2.1 Right-of-Way Width: Forty (40) feet.

6.1.2.2 Travel Lanes: Two eleven (11)-foot travel lanes, plus eighteen (18) inches of curb and gutter (per Snoqualmie Ridge II Development Standard #2.08) on each side for a total of twenty-five (25) feet back-of-curb to back-of-curb.

6.1.2.3 Centerline Radius: Three hundred (300) feet.

6.1.2.4 Parking: None on either side.

6.1.2.5 Planter Strips, Street Trees, Tree Planting, Irrigation Specifications, and Street Lights: No planter strip on either side. Irrigation pipe may be required in this Segment, if necessary, to provide irrigation connection to Segment 3.

6.1.2.6 Sidewalks: Six (6)-foot concrete sidewalk on both sides, next to back-of-curb.

6.1.3 Segment 3 Specifications. The following specifications shall apply to Segment 3, as shown on **Exhibit 9**, provided that the City may adopt revisions or additions to these standards as part of future annexation implementation planning for the subarea, in which case, such future standards shall apply. All other relevant Snoqualmie Ridge II Development standards for road construction, marking, and signage not specified below or in any future adoption shall also apply:

6.1.3.1 Right-of-Way Width: A minimum of Sixty-five (65) feet, widening to eighty-three (83) feet at the eastern boundary as shown on **Exhibit 9**.

6.1.3.2 Travel Lanes: Two eleven (11)-foot travel lanes, plus eighteen (18) inches of curb and gutter on south side with no parking; six (6) inches for curb on the north side with eight (8) feet of parking on the north side for a total of thirty-two (32) feet back-of-curb to back-of-curb. The twelve (12)-inch gutter on the north side shall be included within the eight (8)-foot parking area. The curb and gutter shall be constructed according to Snoqualmie Ridge II Development Standard #2.08.

6.1.3.3 Centerline Radius: Three hundred (300) feet.

6.1.3.4 Parking: Eight (8) feet on the north side, adjacent to the **Future Development Area** (included within thirty-two (32) feet in 6.1.3.2 above).

6.1.3.5 Planter Strips, Street Trees, Tree Planting, Irrigation Specifications, and Street Lights: Eight (8)-foot planter strip on both sides. Street trees, tree planting, irrigation specifications, and street lights shall meet whatever standard for street trees, tree planting, irrigation, and street lights that may have been adopted by the City prior to or as part of the AIP for the **Future Development Area** and other areas within the subarea.

6.1.3.6 Sidewalks: Eight (8)-foot concrete sidewalk on the north side; Six (6)-foot concrete sidewalk on the south side.

6.1.4 Dedication of SE Douglas Street Extension Right-of-Way. PSE shall dedicate the **SE Douglas Street Extension** and the **Future SE Douglas Street Extension Improvements Right-of-Way** for Segments 1, 2, and 3 as described in 6.1.1.1, 6.1.2.1, and 6.1.3.1 located within the **Annexation Area** to the City at the time of annexation and as a condition of and prior to substation construction. The City agrees to condition any future subdivision of Parcel No. 3624079103 with the requirement to dedicate half of the **SE Douglas Street Right-of-Way** through said parcel, if such subdivision approval occurs prior

to construction of the **Future SE Douglas Street Extension Improvements** within parcel 3624079030.

Dedication of this Right-of-Way will be a condition of approval of any development in the **Substation Area** and shall be on forms approved by the City Attorney. Construction of the **Future SE Douglas Street Extension Improvements** to the standards specified in Sections 6.1.1 through 6.1.3 above within this Right-of-Way shall be required as a condition of future development within the **Annexation Area**. Once the alignment for the **Future SE Douglas Street Extension Improvements** through parcel 3624079030 has been determined by the City, then at the request of the owner of parcel 36240799102, that portion of the Right-of-Way dedicated by PSE within parcel 3624079102 that was provided to allow for flexibility in locating the roadway extension through parcels 3624079030 and 3624079102 that is not required to construct the **Future SE Douglas Street Extension Improvements** through parcel 3624079030, shall be re-conveyed to the owner of parcel 3624079102 (the "**Right-of-Way Exchange**"), identified on **Exhibit 10** (*Right-of-Way Exchange*). Any such future reconveyance of the right-of-way in the **Right-of-Way Exchange** shall be by deed and shall not require a vacation procedure under RCW 35.79.

6.2 Water Lines. PSE shall construct a twelve (12)-inch water line within the **SE Douglas Street Extension**, with a fire hydrant at the terminus to permit the City to flush the line, as needed, as part of the **Substation Area** construction. This water line shall also be designed with a connection that would permit extension of water south along SE 356th Avenue, should the City decide to permit extension of water outside of the City UGA to existing residents in this area. A twelve (12)-inch water line within the **Future SE Douglas Street Extension** shall be constructed at the time of future development in the **Future Development Area** in Parcel No. 3624079102 and/or development of other parcels within the subarea. At the time PSE, or its successors or assigns, proposes to develop all or any portion of the **Future Development Area** in Parcel No. 3624079102, they shall be required to extend the water line from its terminus within the **SE Douglas Street Extension** (as constructed by PSE during construction of the substation) to the eastern portion of the **Future Development Area** being developed as a condition of any future development. Alternatively, and subject to future planning and annexation as a prerequisite, a property owner easterly of the **Future Development Area** may extend water lines along SE Douglas Street to provide service to their property. If more than one owner is proposing future development at the same time, then the City will consider an appropriate pro-rata contribution to these water line extension improvements by all such parties through a mechanism such as a cost-sharing agreement or latecomer's agreement or other legal method to provide for potential reimbursement of costs associated with the extension of the water service.

6.3 Storm Water. PSE shall grant to the City a temporary drainage easement ("**Drainage Easement**") and shall construct storm water management facilities, as necessary, to address storm water from the **SE Douglas Street Extension**. The construction and location of the facilities and the area encompassed by the temporary **Drainage Easement** (the "**Drainage Easement Area**") shall be in substantial conformity with the plans shown on **Exhibit 11** (*Storm Water Management Facilities*) and shall be constructed as part of the

Substation Area construction and construction of Segment 1. The **Drainage Easement** shall also include the right to permit storm water flow from the dispersion trench across the **PSE** property in such area as to be determined in the flow control best management practices (“BMP”) site plan and storm water covenant to be provided as part of storm water plan review. The Storm Water Management Facilities (**Exhibit 10**) include dispersion trenches. It is the intention of the parties to abandon these dispersion trenches in the **Drainage Easement Area** and re-route the storm water from the **SE Douglas Street Extension** to new storm drainage conveyance lines that will be constructed in SE Douglas Street at the time the **Future SE Douglas Street Extension Improvements** occurs. If these dispersion trenches are abandoned at the time of construction of the **Future SE Douglas Street Extension Improvements**, then the **City** shall prepare, execute, and record a Notice of Termination of Easement, to terminate the drainage easement at the time the dispersion trenches are no longer required to handle storm water from **SE Douglas Street Extension**. See Section 6.10.4 below for obligations regarding feasibility of Storm Water Management Facilities for construction of balance of **SE Douglas Street Extension** when the **Future Development Area** is developed.

6.4 Crosswalk and Soft Surface Trail Connection. PSE shall construct a crosswalk where the existing soft-surface perimeter trail will cross the **SE Douglas Street Extension** and a soft-surface trail connection between the existing soft-surface perimeter trail and the terminus of the existing sidewalk(s) on both sides of SE Douglas Street within the Snoqualmie Ridge Business Park as a condition of annexation and construction of the substation.

6.5 Sanitary Sewer Line.

6.5.1 The **AIP** for future development in the Snoqualmie Hills Subarea shall evaluate sanitary sewer improvements (including, potentially, the need for a lift station) to provide sanitary sewer service to development other than the **Substation Area** improvements. Any future development in this area shall comply with those sanitary sewer improvement requirements.

6.5.2 Because the **Substation Area** construction does not require sanitary sewer service, a sanitary sewer line extension is not required as part of the **SE Douglas Street Extension**, but will be required as a condition of development of any of the **Future Development Area** in Parcel No. 3624079102 and/or development on other parcels within the subarea and should be included as part of the **Future SE Douglas Street Extension Improvements**. If that sanitary sewer line is installed within the travel lanes of SE Douglas Street, parties extending the sanitary sewer line will be required to place a new asphalt lift over the fully improved section of SE Douglas Street and not just a patch over the section of roadway cut for the utility installation. At the time **PSE**, or its successors or assigns, proposes to develop all or any portion of the **Future Development Area** in Parcel No. 3624079102, they shall be required to extend the sanitary sewer line from its existing terminus within the Snoqualmie Ridge Business Park to the eastern portion of the **Future Development Area** being developed as a condition of any future development. They shall further be required to contribute to or construct any other sanitary sewer improvements deemed necessary as part of

the **AIP** for future development in the subarea. Alternatively, and subject to future planning and annexation as a prerequisite, a property owner easterly of the **Future Development Area** in Parcel No. 3624079102 may extend sewer along SE Douglas Street to provide service to their property. If more than one owner is proposing future residential development at the same time, then the **City** will consider an appropriate pro-rata contribution to these sanitary sewer extension improvements by all such parties through a mechanism such as a cost-sharing agreement, or latecomer's agreement, or other legal method to provide for potential reimbursement of costs associated with the extension of the sewer service.

6.6 Restrictions Regarding 356th Avenue SE. If agreed to by the owners of the private 356th Avenue SE easement within two years of this Agreement, **PSE** shall construct a manually-operated gate across 356th Avenue SE where it intersects the **SE Douglas Street Extension** and shall provide all owners holding private rights of access across 356th Avenue SE with keys to use the gate. **PSE** shall not use 356th Avenue SE located south of the **SE Douglas Street Extension** for **Substation Area** construction access, except for that portion located on **PSE**-owned property. This condition is not intended to restrict **PSE** from using 356th Avenue SE for access for construction, installation, and maintenance of other utility infrastructure, such as the transmission lines, consistent with the terms of the existing easement.

6.7 Easement for City Trail Corridor. **PSE** agrees to convey a twenty (20)- foot wide trail easement running generally east and west across the **Annexation Area** to allow for future connection of the **City's** trail system between the existing soft-surface Snoqualmie Ridge perimeter trail and other pedestrian trail corridors that will be identified as part of the **AIP** for future development in the subarea. This trail easement will be located as part of that **AIP** and will be dedicated to the **City** as a condition of that future development.

6.8 Covenants and Restrictions on Vegetation Removal. Vegetation clearing within the steep slope and stream buffer areas located in King County is an allowed alteration per KCC 21A.24.045(C), but is subject to a clearing and grading permit from King County. According to SMC §19.12.030(c), the **City** Hearing Examiner may grant a **PAUE** to permit utilities in a wetland, stream or associated buffers if the Hearing Examiner determines there is no practical alternative to the proposed utility development with less impact to sensitive area and the proposal minimizes impacts to the sensitive areas and buffers. Nothing in this Pre-Annexation Development Agreement shall be interpreted to predetermine the outcome of that **PAUE** review process, but instead, is intended to impose restrictions on those areas that should be imposed if that **PAUE** is approved. In the event there are conflicting provisions between any conditions imposed during the **PAUE** review process and this Pre-Annexation Development Agreement, then the provisions of the **PAUE** shall apply. This Pre-Annexation Development Agreement provides for those areas shown on **Exhibit 8** as wetland, stream, wetland buffer, and stream buffer areas to be protected by recording a vegetation covenant substantially in the form as shown in **Exhibit 12 (Covenant and Easement)**, to preserve the wetland, stream, and rural area buffering functions in accordance with **City** policies and regulations. That covenant specifies the type of vegetation removal and maintenance that is permitted in these areas to permit electrical utility operation, while also providing buffer

functions, restoration, and mitigation requirements where appropriate. The City agrees to creation of a **Covenant and Easement**) instead of creation of a separate sensitive area tract solely because of the proposed public utility use of the **PSE Property**. The **Covenant and Easement** (in the form attached hereto as **Exhibit 12**) shall be executed by the parties and placed into escrow with instructions that the **Covenant and Easement** shall be recorded and become binding against the **PSE Property** only when both of the following events have occurred: 1) the **PSE Property** has been annexed to the City by ordinance, and any appeals thereof have been resolved, and 2) the City has approved a **PAUE** pursuant to SMC 19.12.030(C) authorizing development of the Mount Si Substation and associated transmission lines. In the event one or both of these events does not occur within one year of the date of this Pre-Annexation Development Agreement, then the escrow agent shall return the **Covenant and Easement** to **PSE**. If the **PAUE** requires conditions that are inconsistent with the **Covenant and Easement**, then the **Covenant and Easement** shall be revised, re-executed, and recorded consistent with the **PAUE** conditions prior to commencing construction of the **Substation Area** and transmission line.

6.9 Off-site Mitigation for Wetlands, Streams Wetland Buffer, and Stream Buffer Impacts. Mitigation for impacts to wetlands on site, as shown in **Exhibit 8** will be mitigated by **PSE** by purchasing credits from a State Department of Ecology approved mitigation bank that covers the **Substation Area** project site in its service area, consistent with the **Wetland Mitigation Plan**, attached as **Exhibit 13** (*Proposed Mount Si Substation Wetland Impact Assessment and Mitigation Plan* dated October 2009, and *Addendum* dated February 2010), subject to review and approval by the City. Impacts to wetland buffers will be addressed on-site through expansion of wetland buffers into available undisturbed areas, as shown on **Exhibit 13**. The City agrees to **PSE's** purchase of credits at the mitigation banks identified in **Exhibit 13** because there is no additional on-site opportunity for mitigation that provides ecological benefit and because there is currently no comparable mitigation bank option within or more proximate to the property or the City.

6.10 Vegetation Management in Areas Outside of Annexation Area. The **Covenant and Easement** described in Section 6.8 shall also include restrictions regarding vegetation management and replacement associated with construction of the transmission lines as shown on **Exhibit 5** (*BPA Easement and Line Corridor*) located outside the City limits to mitigate impacts to existing vegetation from transmission line construction as described in the **MDNS**. Because King County is the permitting authority for this transmission line construction on those parcels that are not being annexed to the City, the parties agree that if King County imposes different mitigation for the clearing and grading associated with transmission line construction on Parcel Nos. 3624079098 and 3624079099 than the Business Park Buffer replanting described in the **Covenant and Easement** (**Exhibit 12**), then King County's mitigation requirements shall control. The parties further agree that no additional mitigation should be required for the vegetation removal and maintenance associated with construction of the transmission lines on these parcels at the time of any future annexation of those parcels. Additional mitigation may be required if, at the time of annexation, development other than construction or maintenance of the transmission lines is proposed.

6.11 Storm Water Impacts and Mitigation. Storm water management facilities for the **Substation Area** shall be designed in conformance with the 2005 King County Surface Water Manual. Storm Water Management Facilities for the **Future Development Area** in Parcel No. 3624079102 shall be subject to the requirements of whatever storm water manual has been adopted by the **City** at the time development in that **Future Development Area** is proposed.

6.11.1 The gravel pad portion of the **Substation Area** development shall be modeled, for storm water purposes, as pervious surface, provided that **PSE** agrees to use and maintain a coarsely graded rock that does not impede the infiltration of surface water and that there is a minimum six (6)-inch depth of gravel below all catch-basin rim elevation. Areas with highly compacted or finely graded gravel surfaces shall be treated as impervious area. An exception to this requirement is an allowance for the perimeter access road, proposed to be constructed with a five-eighths (5/8)-inch minus gravel, which shall be modeled as pervious surface provided that the flow is dispersed into the coarser gravel when possible. The five-eighths (5/8)-inch gravel used for the perimeter access road shall be limited to the extent shown in the attached **Exhibit 7** (*Substation Site Development Plan*).

6.11.2 The slope of the **Substation Area** site subgrade shall be designed to maintain the drainage pattern of the existing site topography for flow that infiltrates the gravel and sheet flows to the project perimeter. The proposed grading is shown on **Exhibit 14** (*Subgrade Plan*).

6.11.3 The vegetation covenants described in Section 6.8 are required, in part, to protect the dispersion/infiltration facilities proposed under the 2005 King County Surface Water Manual to manage storm water from the **Substation Area** development and, at least temporarily, the storm water from the **SE Douglas Street Extension**. Areas to be protected by the **Covenant and Easement** shall be recorded on the storm water plans.

6.11.4 **PSE** shall submit, as part of its submittal for construction permits for the **Substation Area**, storm water management plans that demonstrate compliance with the 2005 King County Surface Water Manual for storm water improvements necessary for the **Substation Area** and the **SE Douglas Street Extension**, together with sufficient information to demonstrate that construction of the **Substation Area** and the **SE Douglas Street Extension** as proposed does not interfere with future construction of Storm Water Management Facilities necessary for the **Future SE Douglas Street Extension Improvements** through the **Annexation Area**, at such time as the balance of those **Future SE Douglas Street Extension Improvements** are constructed. **PSE's** storm water management submittal may provide for a temporary dispersion trench to accommodate storm water from the **SE Douglas Street Extension** generally in accordance with **Exhibit 11** until such time that the **Future SE Douglas Street Extension Improvements** are constructed. **PSE's** storm water management submittal shall identify the amount of total impervious surface to be constructed within the **Substation Area**, including the access drive from **SE Douglas Street** to the **Substation Area**, generally in accordance with **Exhibit 7**. Any construction not included in the current construction permit submittal shall require storm

water permit review by City staff. Depending on the requirements of the then current storm water manual and storm water regulations in effect on the date of any such request, the request may or may not require additional storm water treatment. PSE shall be responsible for maintenance of all storm water management facilities required for construction of the substation excluding the **SE Douglas Street Extension** and **Future SE Douglas Street Extension** rights-of-way and any public trails in perpetuity and shall execute a covenant or agreement with terms acceptable to the City to establish that maintenance obligation.

6.12 Construction Access. PSE shall not be permitted to use 356th Avenue SE for **Substation Area** construction access, except for that portion located on PSE-owned property. PSE shall be required to post a bond or other surety with the City, in an amount and form provided for by City regulations, or as reasonably acceptable to the City Attorney, to cover the costs to repair any damage to existing City streets caused by vehicles and equipment used by PSE to construct the **Substation Area**.

7. TERM.

This Pre-Annexation Development Agreement shall remain in full force and effect until terminated by mutual agreement of the parties, or after the expiration of ten (10) years, whichever shall first occur.

8. TERMINATION.

This Pre-Annexation Development Agreement shall terminate upon any one of the following events:

8.1 Expiration of the term described in Section 7 above;

8.2 Denial of the annexation by the Boundary Review Board or any court of competent jurisdiction, after any appeals have been exhausted; or

8.3 Completion of the obligations related to construction of the substation and dedication of the **SE Douglas Street Right-of-Way**, provided that the obligations regarding the **Future Development Area** in Parcel No. 3624079102 and the obligations regarding the **Covenant and Easement** and the ongoing storm water facility maintenance obligations shall survive termination.

9. GENERAL PROVISIONS.

9.1 Enforcement. Venue and jurisdiction to enforce all obligations under this Pre-Annexation Development Agreement shall lie in the King County Superior Court. The obligations of the parties hereunder do not have an adequate remedy by way of an action for damages and may be enforced by an action for specific performance. The City may condition its approvals of development of the PSE property upon performance of the obligations under this Pre-Annexation Development Agreement.

9.2 Attorneys' Fees and Costs. In the event either party commences proceedings in King County Superior Court to enforce this Pre-Annexation Development Agreement, the prevailing party shall be entitled to an award of attorneys' fees and actual costs and disbursements, including expert witness fees, reasonably incurred or made in such proceedings, including appellate proceedings.

9.3 Governing Law. This Pre-Annexation Development Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

9.4 Mutual Drafting. Both parties have participated equally in the drafting of this Pre-Annexation Development Agreement; and, as such, no interpretation presumptions for or against the drafter shall apply.

9.5 Severability. In the event a court of competent jurisdiction declares any material provision of this Pre-Annexation Development Agreement invalid, unconstitutional, or otherwise unenforceable, either party may elect to terminate the remainder of this Pre-Annexation Development Agreement. In the event a non-material provision of this Pre-Annexation Development Agreement is declared invalid, unconstitutional or otherwise unenforceable, such provisions hereof as are not affected by such declaration, shall remain in full force and effect.

9.6 Amendment. This Pre-Annexation Development Agreement may be modified only by written instrument duly executed by both parties, after approval of the Snoqualmie City Council.

9.7 Authority to Execute. The signatories to this Pre-Annexation Development Agreement represent and warrant that they have all authority required to bind the respective parties thereto.

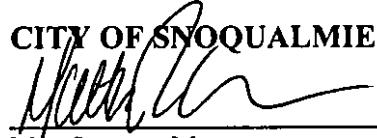
9.8 Binding Effect. This Pre-Annexation Development Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors, and assigns, provided that nothing in this Pre-Annexation Development Agreement shall be interpreted to diminish or restrict the police powers of the City as granted by the Washington State Constitution or by general law, and shall not be construed as a commitment by the City to a pre-determined outcome of the legislative processes that accompany this Pre-Annexation Development Agreement. Rather, this Pre-Annexation Development Agreement shall only be executed by the City, and shall only bind the City after such time as the City has made all legislative decisions regarding planning, zoning, and annexation that are the subject of the provisions of this Pre-Annexation Development Agreement.

9.9 After-Acquired Property. In the event PSE acquires sufficient rights in the **Dutczak Property** in the future, PSE agrees that all of the terms and conditions of this Pre-Annexation Development Agreement shall also apply to PSE's after-acquired interests in the **Dutczak Property**.

9.10 Recording. The parties agree that a copy of this Pre-Annexation Development Agreement, or a Memorandum of this Pre-Annexation Development Agreement, may be recorded against the properties affected.

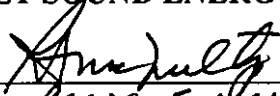
EXECUTED the day and year first above-written.

CITY OF SNOQUALMIE



Matt Larson, Mayor

PUGET SOUND ENERGY


By: 
Name: ROBERT S. MCNULTY
Title: DIRECTOR CAP. FACILITIES
1-27-11

Attest:



Jodi Warren
City Clerk

Approved as to Form:



Patrick B. Anderson
City Attorney

Unofficial Copy

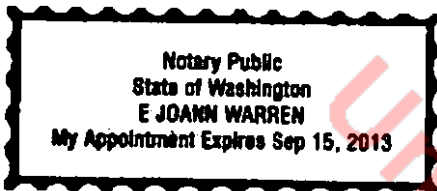
STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that **MATT LARSON**, is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Snoqualmie, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 28th day of June, 2010.



E Joann Warren
[Signature of Notary]

E Joann Warren
[Print Name]

Notary Public in and for the State of
Washington, residing at Maple Valley
My commission expires: 9-15-13

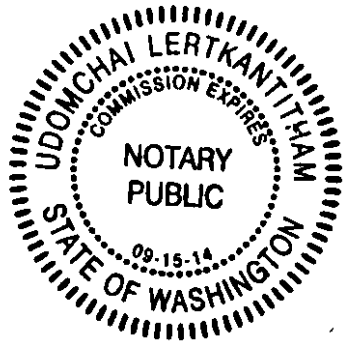
STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that R. S. Manoluy is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the DIRECTOR CORP. FACILITIES of PUGET SOUND ENERGY, INC., a Washington corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 27th day of JANUARY, 2011.



U. Lertkantiham
[Signature of Notary]

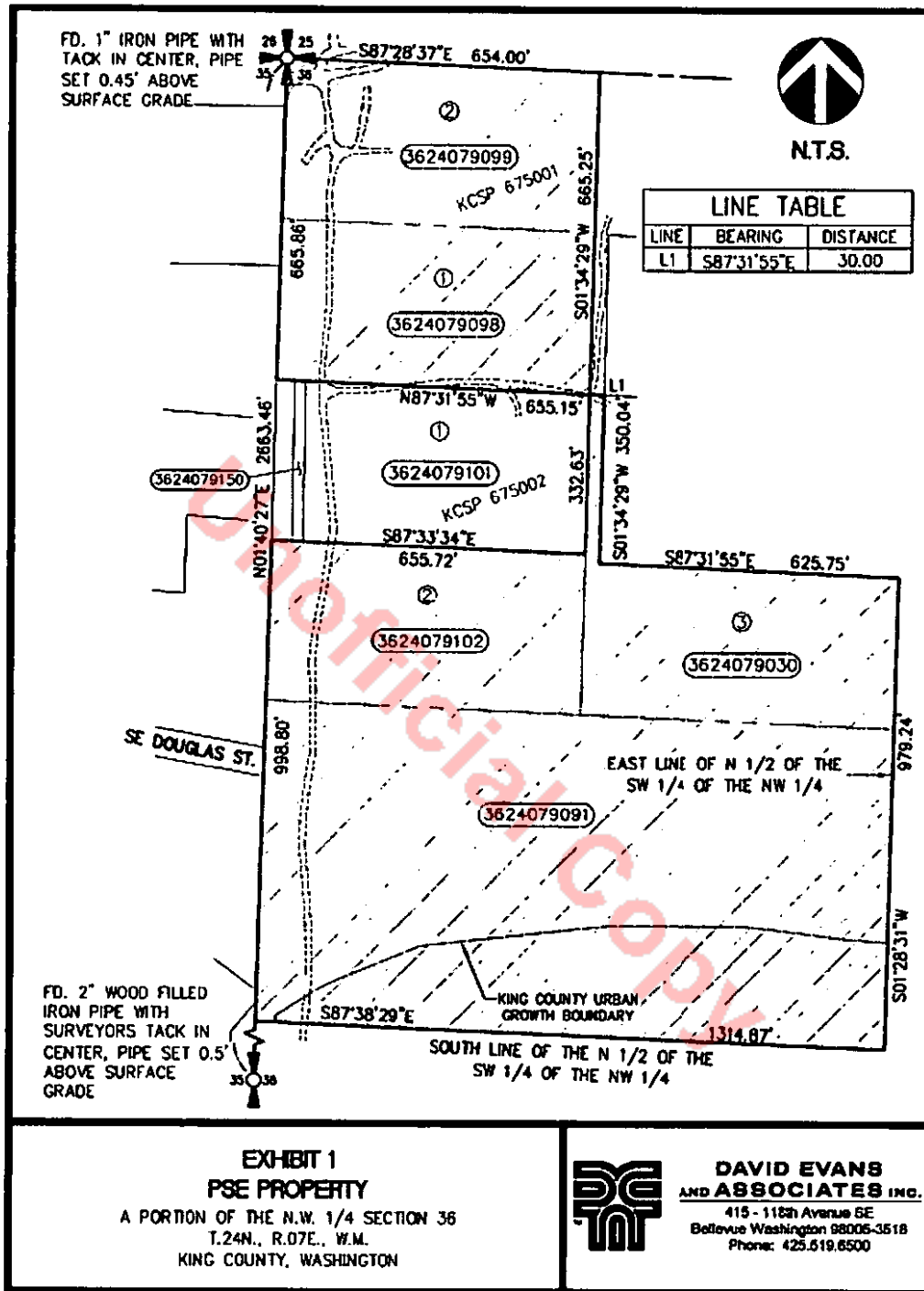
U. LERTKANTITHAM
[Print Name]

Notary Public in and for the State of
Washington, residing at REDMOND
My commission expires: 9-15-14

PRE-ANNEXATION DEVELOPMENT AGREEMENT

LIST OF EXHIBITS

- Exhibit 1 – PSE Property
- Exhibit 2- Dutczak Property
- Exhibit 3- Annexation Area
- Exhibit 4 Substation Area and Legal Description
- Exhibit 5- BPA Easements and Line Corridor Area
- Exhibit 6 – Future Development Area and Legal Description
- Exhibit 7 – Substation Site Development Plan
- Exhibit 8 - Wetland and Stream Buffer Area
- Exhibit 9- SE Douglas Street Right-of-Way
- Exhibit 10 – Right-of-Way Exchange
- Exhibit 11 - Storm Water Management Facilities
- Exhibit 12 – Covenant and Easement
- Exhibit 13- *Proposed Mount St Substation Wetland Impact Assessment and Mitigation Plan* dated October 2009, and *Addendum* dated February 2010
- Exhibit 14- Subgrade Plan



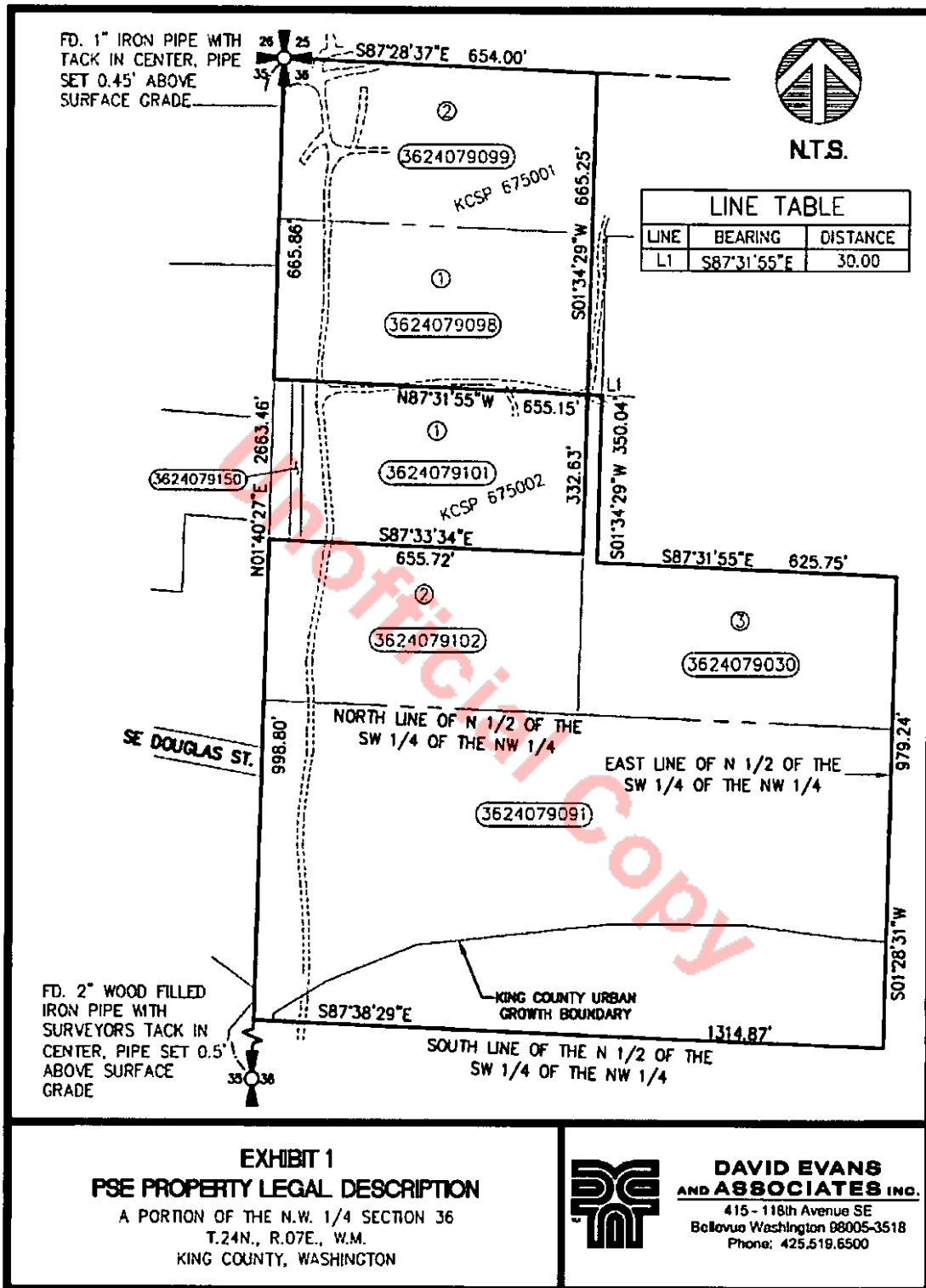


EXHIBIT 1
PSE PROPERTY LEGAL DESCRIPTION
 A PORTION OF THE N.W. 1/4 SECTION 36
 T.24N., R.07E., W.M.
 KING COUNTY, WASHINGTON



**DAVID EVANS
 AND ASSOCIATES INC.**
 415 - 118th Avenue SE
 Bellevue Washington 98005-3518
 Phone: 425.519.6500

**EXHIBIT 1
PSE PROPERTY LEGAL DESCRIPTION**

LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001 AS FILED UNDER RECORDING NUMBER 7510100716 RECORDS OF KING COUNTY, WASHINGTON:

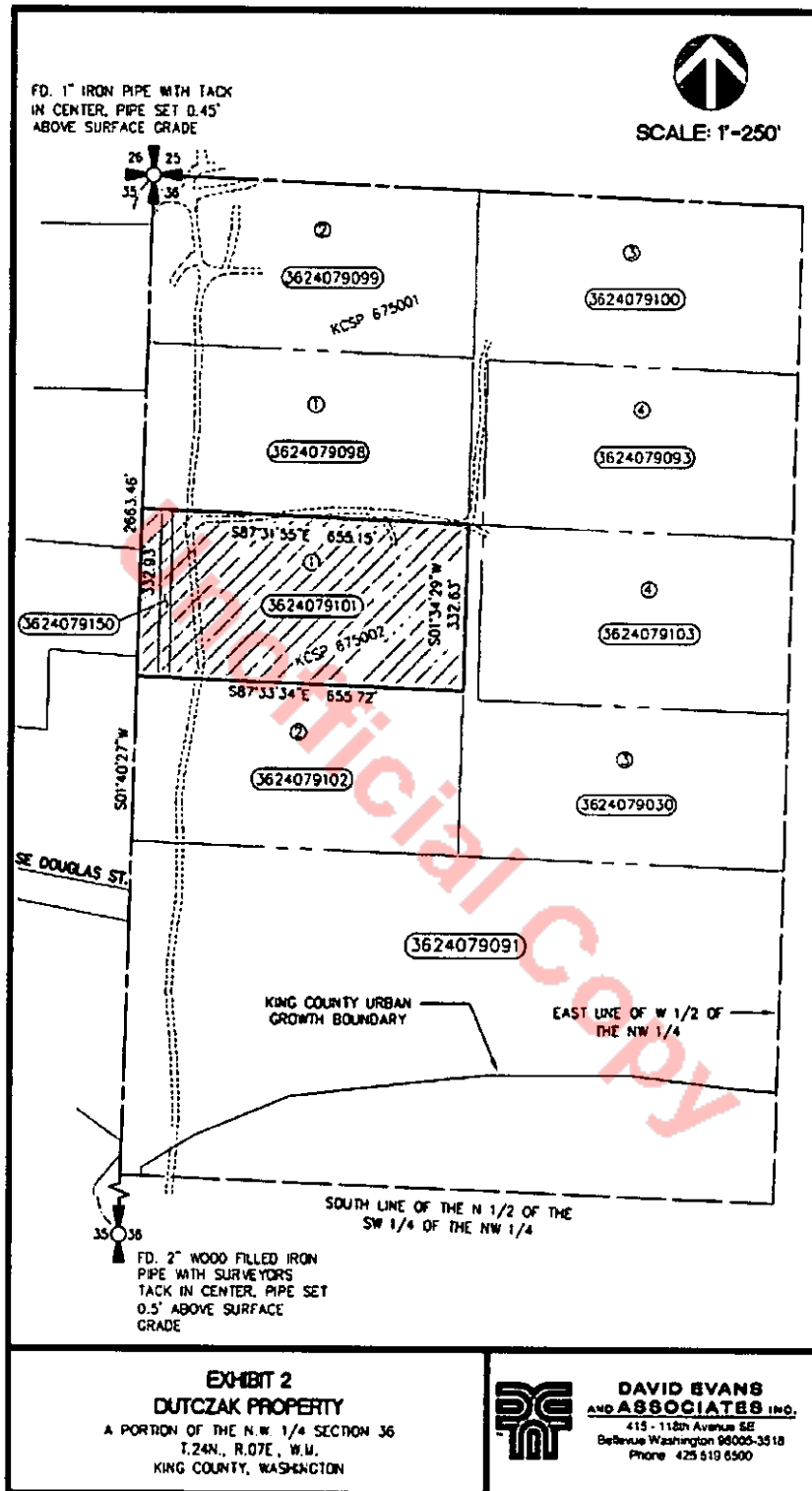
TOGETHER WITH:

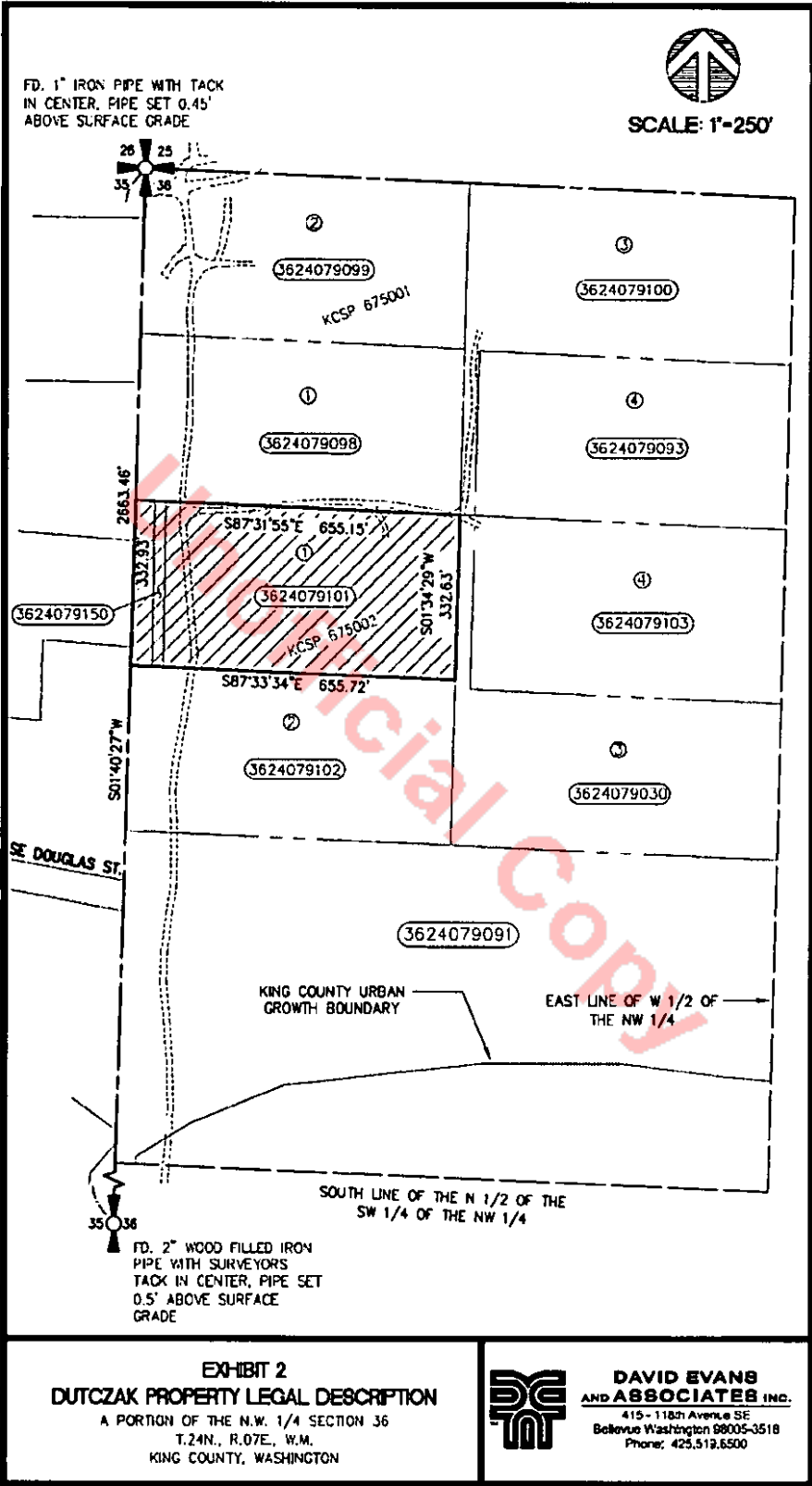
LOTS 2 AND 3 OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717 RECORDS OF KING COUNTY, WASHINGTON:

TOGETHER WITH:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON.

CONTAINING 1,744,823 SQUARE FEET OR 40.06 ACRES MORE OR LESS.





**EXHIBIT 2
DUTCZAK PROPERTY LEGAL DESCRIPTION**

LOT 1 OF KING COUNTY SHORT PLAT NUMBER 675002, ACCORDING TO THE SURVEY RECORDED UNDER RECORDING NUMBER 7510100717 IN KING COUNTY, WASHINGTON;

CONTAINING 218,091 SQUARE FEET OR 5.0 ACRES MORE OR LESS.

Unofficial Copy

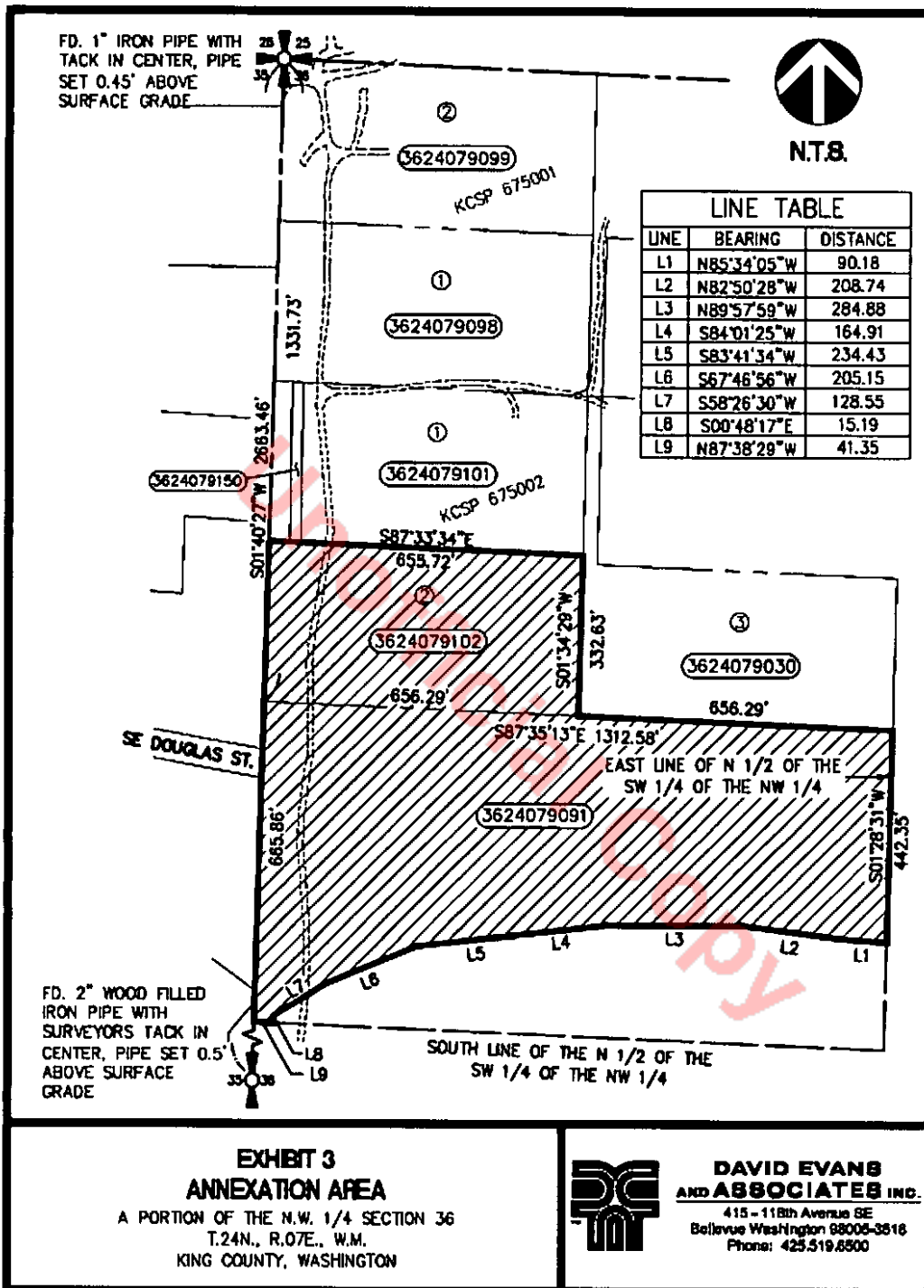


EXHIBIT 3
ANNEXATION AREA
 A PORTION OF THE N.W. 1/4 SECTION 36
 T.24N., R.07E., W.M.
 KING COUNTY, WASHINGTON



DAVID EVANS
AND ASSOCIATES INC.
 415 - 118th Avenue SE
 Bellevue Washington 98005-3616
 Phone: 425.519.6500

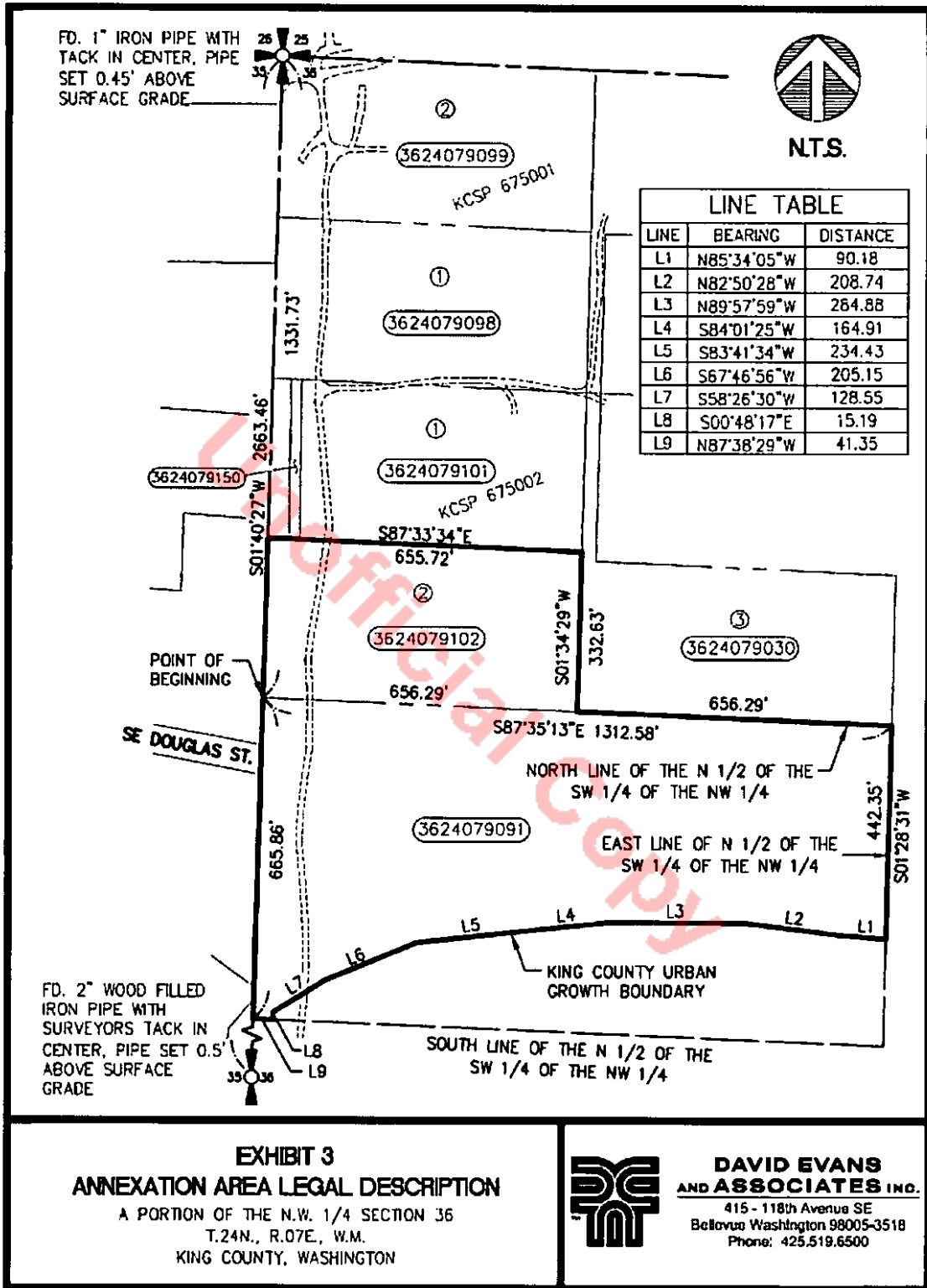


EXHIBIT 3
ANNEXATION AREA LEGAL DESCRIPTION
 A PORTION OF THE N.W. 1/4 SECTION 36
 T.24N., R.07E., W.M.
 KING COUNTY, WASHINGTON



DAVID EVANS AND ASSOCIATES INC.
 415 - 118th Avenue SE
 Bellevue Washington 98005-3518
 Phone: 425.519.6500

**EXHIBIT 3
ANNEXATION AREA LEGAL DESCRIPTION**

THOSE PORTIONS OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 2 KING COUNTY SHORT PLAT 675002 AS FILED UNDER RECORDING NO. 7510100717;

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION LYING NORTHERLY OF THE 2008 KING COUNTY URBAN GROWTH BOUNDARY AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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 2,663.46 FEET DISTANT;
THENCE SOUTH 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1,331.73 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING;
THENCE SOUTH 87°35'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 1,312.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;
THENCE SOUTH 01°28'31" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 442.35 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY LINE AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON; THENCE WESTERLY ALONG SAID URBAN GROWTH BOUNDARY THE FOLLOWING COURSES;
NORTH 85°34'05" WEST A DISTANCE OF 90.18 FEET;
THENCE NORTH 82°50'28" WEST A DISTANCE OF 208.74 FEET;
THENCE NORTH 89°57'59" WEST A DISTANCE OF 284.88 FEET;
THENCE SOUTH 84°01'25" WEST A DISTANCE OF 164.91 FEET;
THENCE SOUTH 83°41'34" WEST A DISTANCE OF 234.43 FEET;
THENCE SOUTH 67°46'56" WEST A DISTANCE OF 205.15 FEET;
THENCE SOUTH 58°26'30" WEST A DISTANCE OF 128.55 FEET;
THENCE SOUTH 00°48'17" EAST A DISTANCE OF 15.19 TO THE SOUTH LINE OF SAID NORTH HALF;
THENCE NORTH 87°38'29" WEST ALONG SAID SOUTH LINE A DISTANCE OF 41.35 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF;
THENCE NORTH 01°40'27" EAST ALONG SAID WEST LINE A DISTANCE OF 665.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 845,919 SQUARE FEET OR 19.42 ACRES MORE OR LESS.

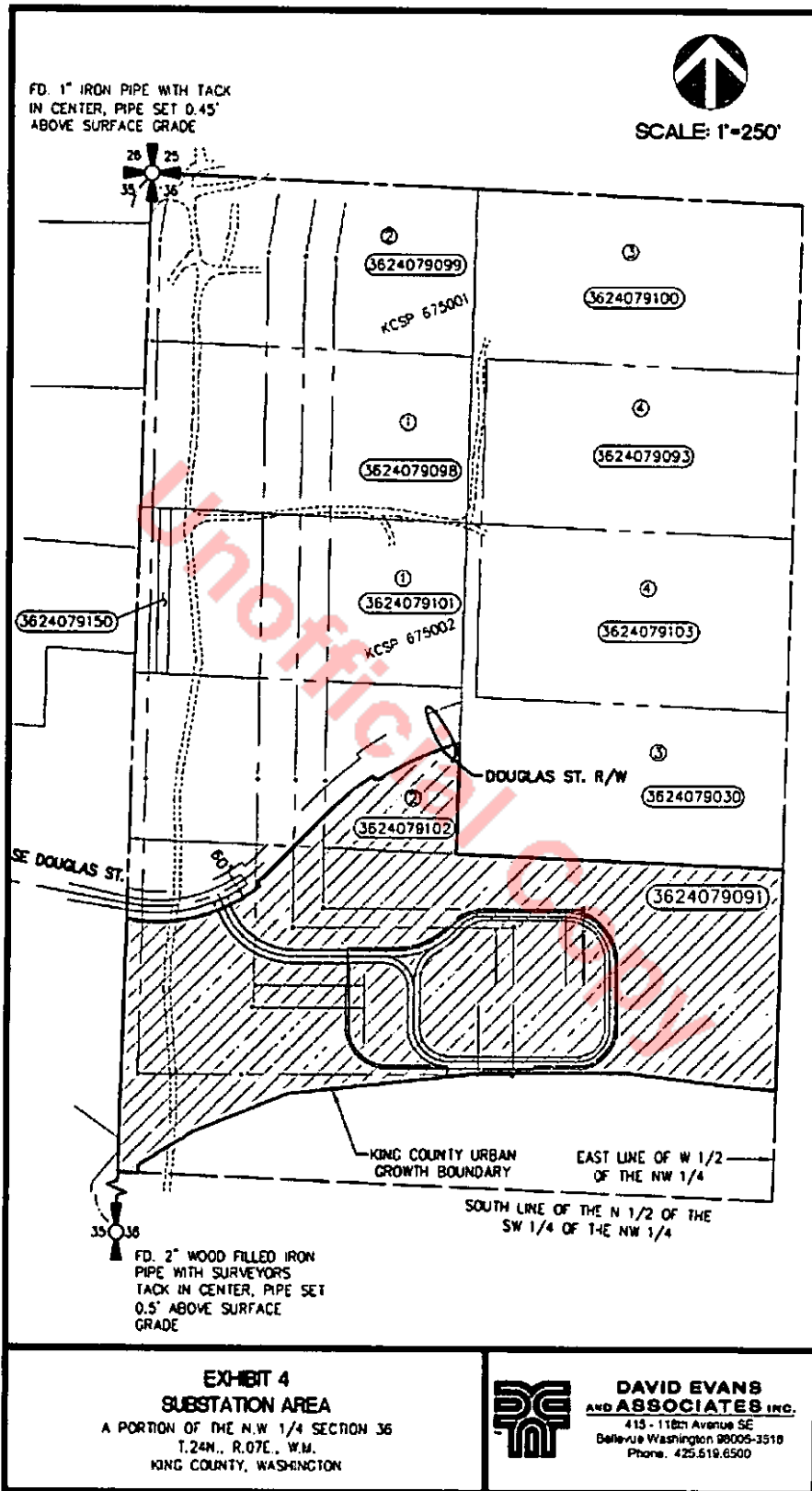


EXHIBIT 4
SUBSTATION AREA
A PORTION OF THE N.W. 1/4 SECTION 36
T.24N., R.07E., W.M.
KING COUNTY, WASHINGTON



**DAVID EVANS
AND ASSOCIATES INC.**
413 - 118th Avenue SE
Bellevue Washington 98005-3510
Phone: 425.619.6500

**EXHIBIT 4
SUBSTATION AREA LEGAL DESCRIPTION**

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1491.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°40'27" WEST ALONG SAID WEST LINE A DISTANCE OF 506.39 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF 41.35 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY LINE AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG SAID URBAN GROWTH BOUNDARY THE FOLLOWING COURSES: NORTH 00°48'17" WEST A DISTANCE OF 15.19 FEET;

THENCE NORTH 58°26'30" EAST A DISTANCE OF 128.55 FEET;

THENCE NORTH 67°46'56" EAST A DISTANCE OF 205.15 FEET;

THENCE NORTH 83°41'34" EAST A DISTANCE OF 234.43 FEET;

THENCE NORTH 84°01'25" EAST A DISTANCE OF 164.91 FEET;

THENCE SOUTH 89°57'59" EAST A DISTANCE OF 284.88 FEET;

THENCE SOUTH 82°50'28" EAST A DISTANCE OF 208.74 FEET;

THENCE SOUTH 85°34'05" EAST A DISTANCE OF 90.18 FEET TO THE EAST LINE OF SAID WEST HALF OF SAID NORTHWEST QUARTER;

THENCE NORTH 01°28'31" EAST ALONG SAID EAST LINE OF SAID WEST HALF A DISTANCE OF 442.35 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER;

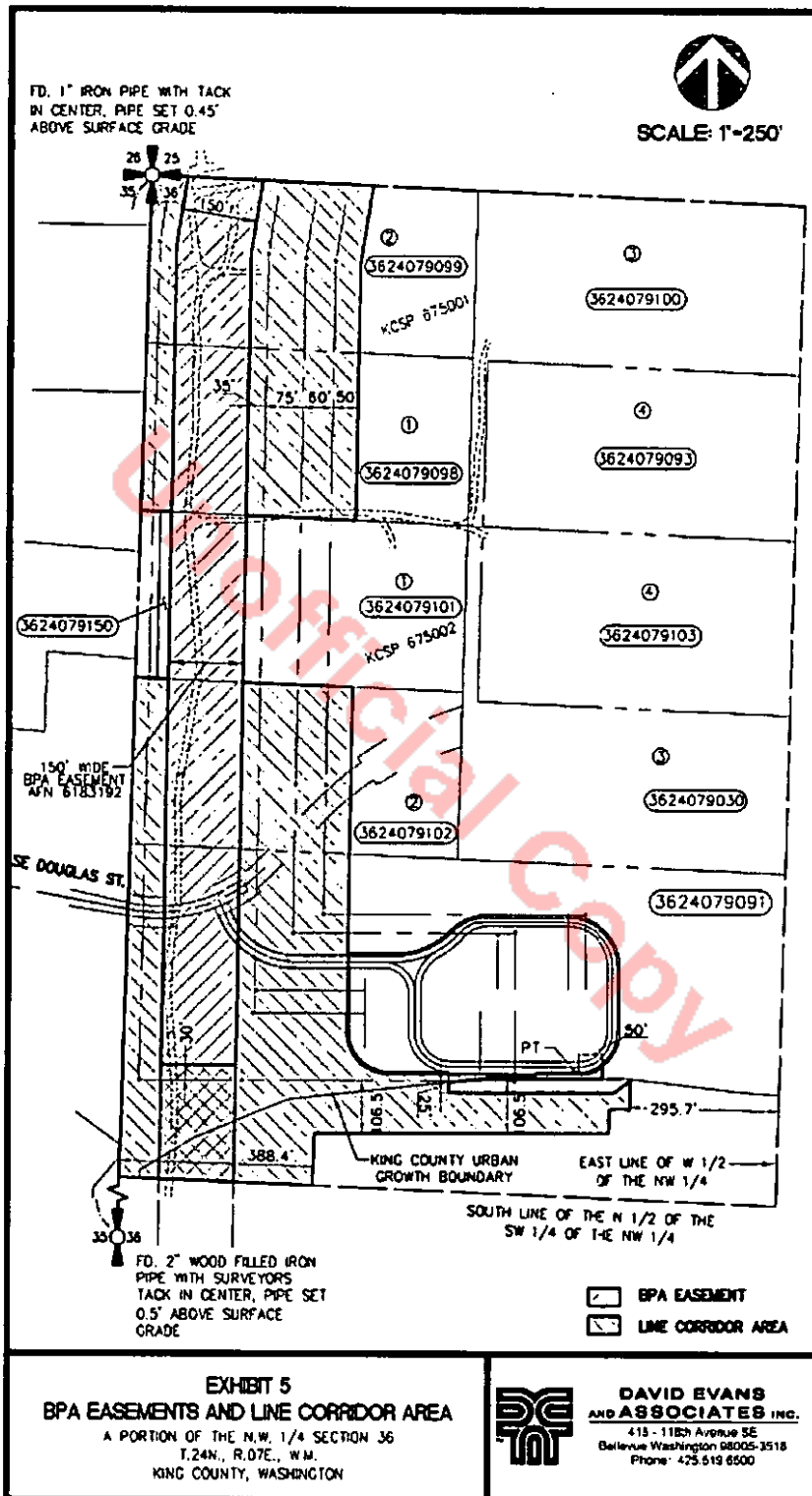
THENCE NORTH 87°35'13" WEST ALONG SAID NORTH LINE A DISTANCE 656.29 FEET TO THE EAST LINE OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717, RECORDS OF SAID COUNTY;

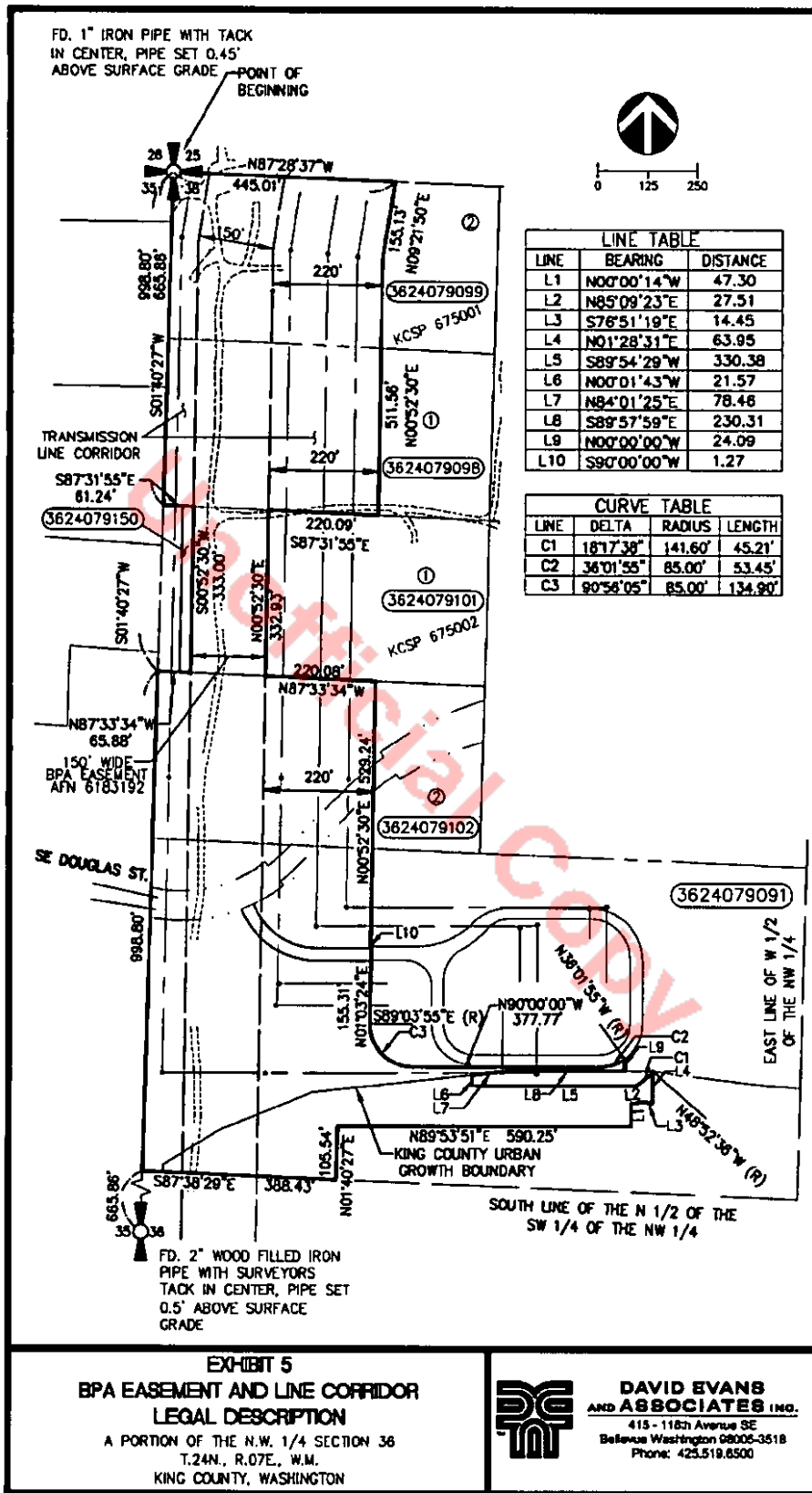
THENCE NORTH 01°34'29" EAST ALONG SAID EAST LINE OF SAID LOT 2 A DISTANCE OF 221.35 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTH FROM WHICH ITS CENTER BEARS SOUTH 15°03'37" EAST 567.50 FEET DISTANT;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°06'36" A DISTANCE OF 179.38 FEET;

THENCE NORTH 33°10'13" WEST A DISTANCE OF 2.43 FEET;
THENCE SOUTH 54°33'51" WEST A DISTANCE OF 4.89 FEET;
THENCE NORTH 35°38'42" WEST A DISTANCE OF 10.25 FEET TO A NON-
RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE
SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 33°41'49" EAST 580.00
FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 11°38'44" A DISTANCE OF 117.89 FEET;
THENCE SOUTH 44°39'27" WEST A DISTANCE OF 159.46 FEET TO THE
BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A
RADIUS OF 320.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 06°48'38" A DISTANCE OF 38.04 FEET;
THENCE SOUTH 38°31'55" EAST A DISTANCE OF 10.00 FEET TO A NON-
RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE
NORTH FROM WHICH ITS CENTER BEARS NORTH 38°31'55" WEST 330.00
FEET DISTANT;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 49°17'52" A DISTANCE OF 283.93 FEET THE WEST LINE
OF SAID SECTION AND THE POINT OF BEGINNING.

CONTAINING 631,753 SQUARE FEET OR 14.50 ACRES MORE OR LESS.





**EXHIBIT 5
BPA EASEMENT AND LINE CORRIDOR LEGAL DESCRIPTION**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, AND THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716 RECORDS OF SAID COUNTY, AND THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717 RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING 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, 2,663.46 FEET DISTANT;

THENCE SOUTH 01°40'27" WEST ALONG THE WEST LINE OF SECTION 36 A DISTANCE OF 665.86 FEET TO THE SOUTH LINE OF LOT 1 SAID SHORT PLAT NUMBER 675001; THENCE SOUTH 87°31'55" EAST ALONG SAID SOUTH LINE A DISTANCE OF 61.24 FEET TO THE WESTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6183192, RECORDS OF SAID COUNTY; THENCE SOUTH 00°52'30" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 333.00 FEET TO THE NORTH LINE OF LOT 2 SAID SHORT PLAT NUMBER 675002; THENCE NORTH 87°33'34" WEST ALONG SAID NORTH LINE A DISTANCE OF 65.88 FEET TO THE WEST LINE OF SAID SECTION; THENCE SOUTH 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 998.80 FEET TO THE SOUTH LINE OF SAID NORTH HALF; THENCE SOUTH 87°38'29" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 388.43 FEET;
THENCE NORTH 01°40'27" EAST A DISTANCE OF 105.54 FEET;
THENCE NORTH 89°53'51" EAST A DISTANCE OF 590.25 FEET;
THENCE NORTH 00°00'14" WEST A DISTANCE OF 47.30 FEET;
THENCE NORTH 85°09'23" EAST A DISTANCE OF 27.51 FEET;
THENCE SOUTH 76°51'19" EAST A DISTANCE OF 14.45 FEET;
THENCE NORTH 01°28'31" EAST A DISTANCE OF 63.95 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY LINE AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON, AND A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 48°52'36" WEST 141.60 FEET DISTANT; THENCE

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°17'38" A DISTANCE OF 45.21 FEET;
THENCE SOUTH 89°54'29" WEST A DISTANCE OF 330.38 FEET;
THENCE NORTH 00°01'43" WEST A DISTANCE OF 21.57 FEET TO SAID URBAN GROWTH BOUNDARY;
THENCE NORTH 84°01'25" EAST ALONG SAID URBAN GROWTH BOUNDARY A DISTANCE OF 78.46 FEET;
THENCE SOUTH 89°57'59" EAST ALONG SAID URBAN GROWTH BOUNDARY A DISTANCE OF 230.31 FEET;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 24.09 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 36°01'55" WEST 85.00 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°01'55" A DISTANCE OF 53.45 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 377.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 85.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°56'05" A DISTANCE OF 134.90 FEET;
THENCE NORTH 01°03'24" EAST A DISTANCE OF 155.31 FEET;
THENCE SOUTH 90°00'00" WEST A DISTANCE OF 1.27 FEET TO A POINT 220.00 FEET EASTERLY OF THE EASTERLY MARGIN OF SAID BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY;
THENCE NORTH 00°52'30" EAST ALONG A LINE PARALLEL WITH AND 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A DISTANCE OF 529.24 FEET TO THE NORTH LINE OF LOT 2 SAID SHORT PLAT NUMBER 675002; THENCE NORTH 87°33'34" WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 220.08 FEET TO SAID EASTERLY MARGIN; THENCE NORTH 00°52'30" EAST ALONG SAID EASTERLY MARGIN A DISTANCE OF 332.93 FEET TO THE SOUTH LINE OF LOT 1 SAID SHORT PLAT NUMBER 675001; THENCE SOUTH 87°31'55" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 220.09 FEET TO A POINT PARALLEL WITH AND 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN; THENCE NORTH 00°52'30" EAST ALONG A LINE PARALLEL WITH AND 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A DISTANCE OF 511.56 FEET; THENCE NORTH 09°21'50" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 155.13 FEET TO THE NORTH LINE OF SAID SECTION; THENCE NORTH 87°28'37" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 445.01 FEET TO THE NORTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING;

CONTAINING 829,124 SQUARE FEET OR 19.03 ACRES MORE OR LESS.

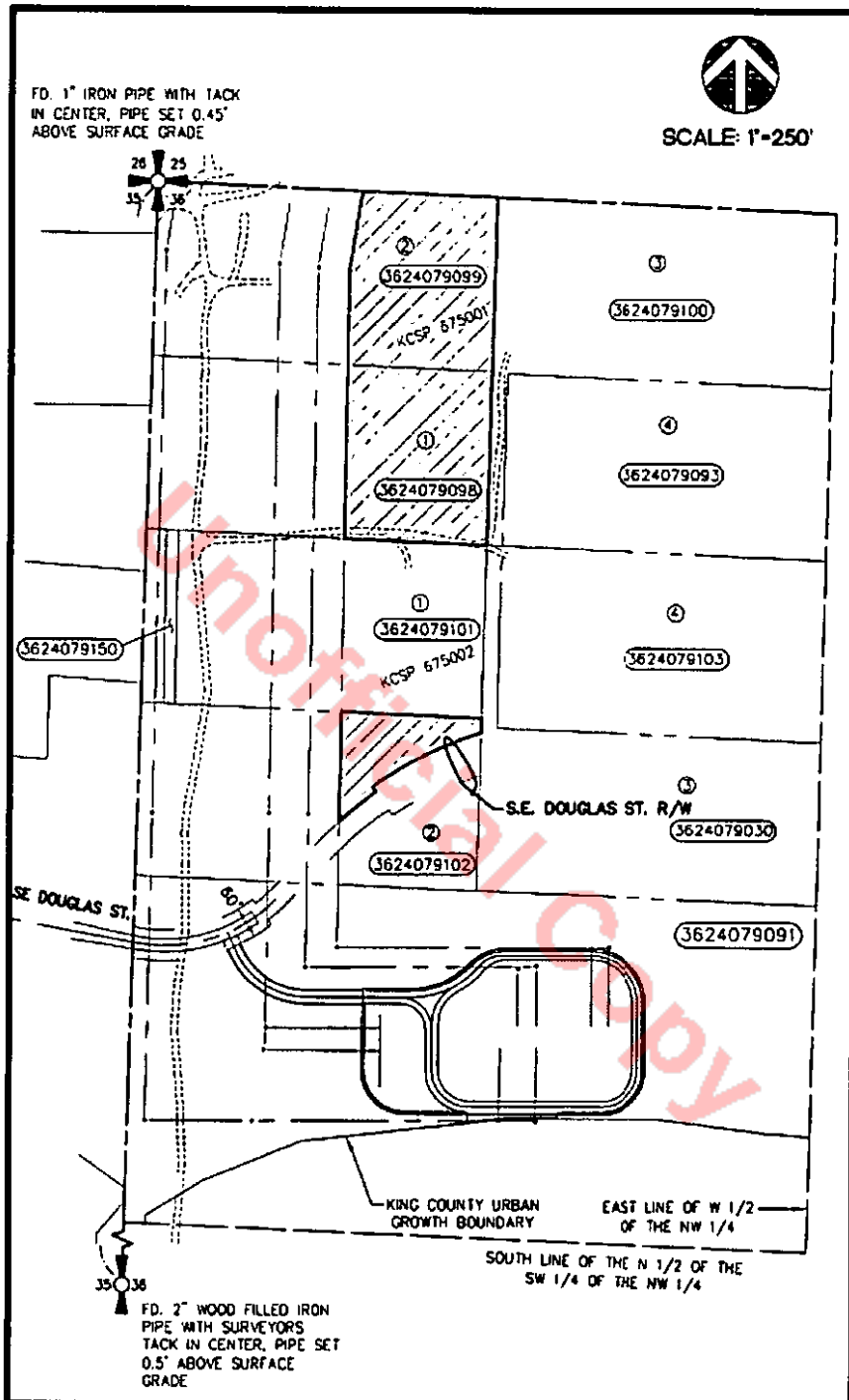



EXHIBIT 6
FUTURE DEVELOPMENT AREA
 A PORTION OF THE N.W. 1/4 SECTION 36
 T.24N., R.07E., T.M.
 KING COUNTY, WASHINGTON



**DAVID EVANS
 AND ASSOCIATES INC.**
 415 - 118th Avenue SE
 Bellevue Washington 98005-3518
 Phone: 425 519 6500

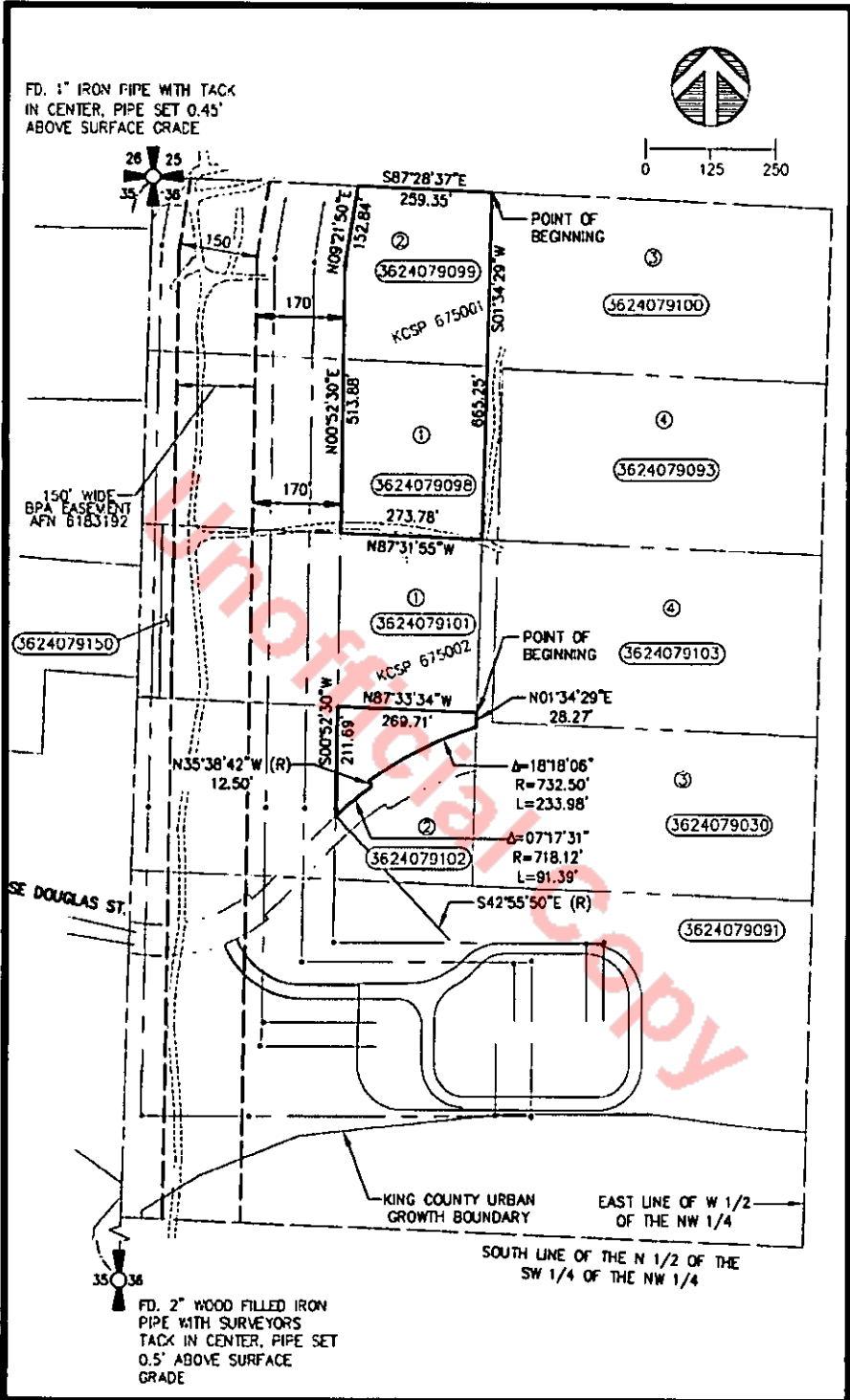



EXHIBIT 6
FUTURE DEVELOPMENT AREA LEGAL DESCRIPTION
 A PORTION OF THE N.W. 1/4 SECTION 36
 T.24N., R.07E., W.M.
 KING COUNTY, WASHINGTON


**DAVID EVANS
 AND ASSOCIATES INC.**
 415 - 118th Avenue SE
 Bellevue Washington 98005-3518
 Phone: 425.519.6500

**EXHIBIT 6
FUTURE DEVELOPMENT AREA LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE SOUTH $01^{\circ}34'29''$ WEST ALONG THE EAST LINE OF SAID LOTS 1 AND 2 A DISTANCE OF 665.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;
THENCE NORTH $87^{\circ}31'55''$ WEST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 273.78 FEET TO A POINT LYING 170.00 FEET EASTERLY OF THE EASTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6183192, RECORDS OF SAID COUNTY;
THENCE NORTH $00^{\circ}52'30''$ EAST ALONG A LINE 170.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY MARGIN A DISTANCE OF 513.88 FEET;
THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH $09^{\circ}21'50''$ EAST A DISTANCE OF 152.84 FEET TO THE NORTH LINE OF SAID LOT 2;
THENCE SOUTH $87^{\circ}28'37''$ EAST ALONG SAID NORTH LINE A DISTANCE OF 259.35 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
THENCE NORTH $87^{\circ}33'34''$ WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 269.71 FEET TO A POINT LYING 170.00 FEET EASTERLY OF THE EASTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6183192, RECORDS OF SAID COUNTY;
THENCE SOUTH $00^{\circ}52'30''$ WEST ALONG A LINE 170.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY MARGIN A DISTANCE OF 211.69 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH $42^{\circ}55'50''$ EAST 718.12 FEET DISTANT;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $7^{\circ}17'31''$ A DISTANCE OF 91.39 FEET;
THENCE NORTH $35^{\circ}38'42''$ WEST A DISTANCE OF 12.50 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE

SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 35°38'42" EAST 732.50 FEET DISTANT;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°18'06" A DISTANCE OF 233.98 FEET TO THE EAST LINE OF SAID LOT 2;
THENCE NORTH 01°34'29" EAST ALONG SAID EAST LINE A DISTANCE OF 28.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 210,682 SQUARE FEET OR 4.84 ACRES MORE OR LESS.

Unofficial Copy

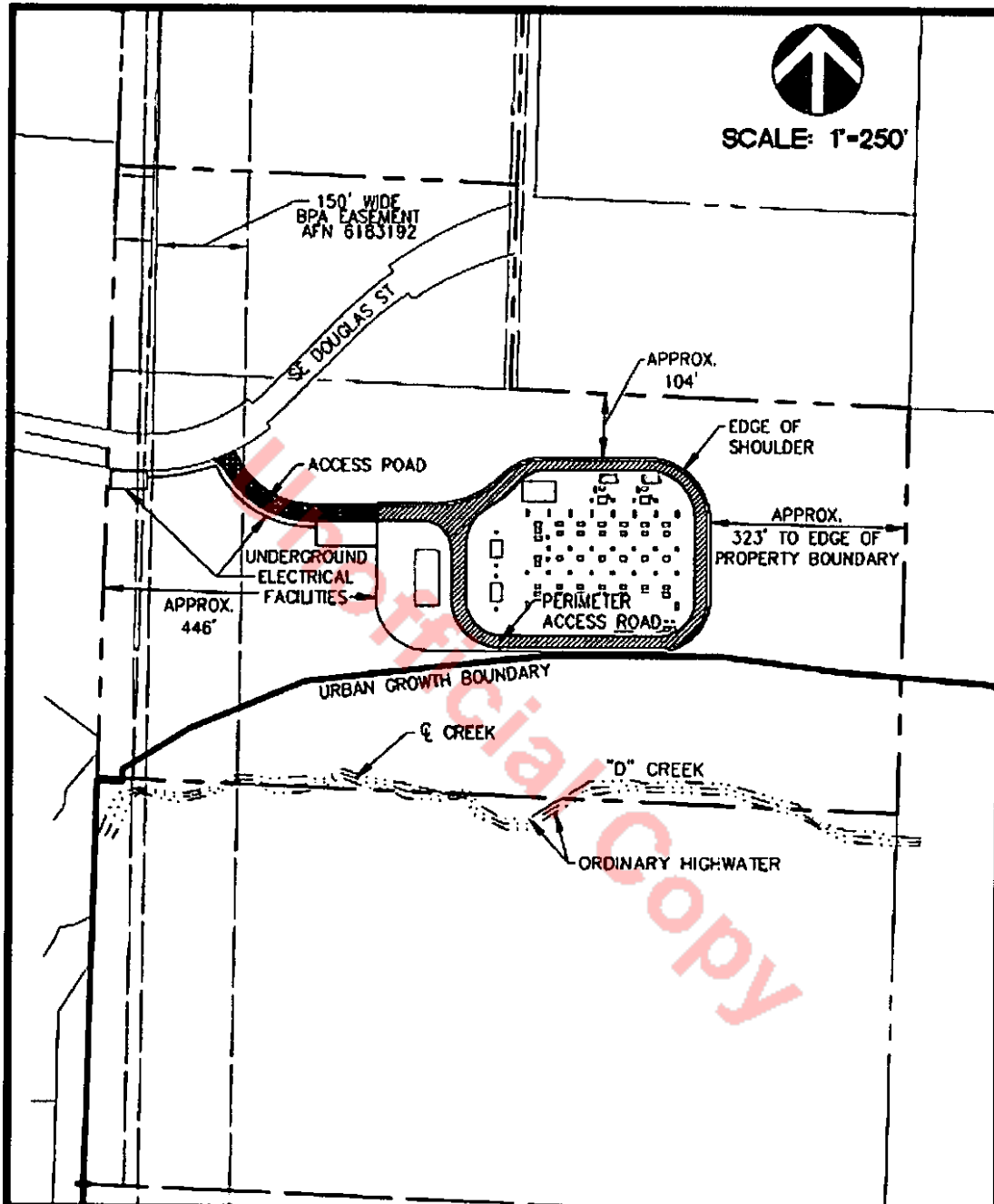
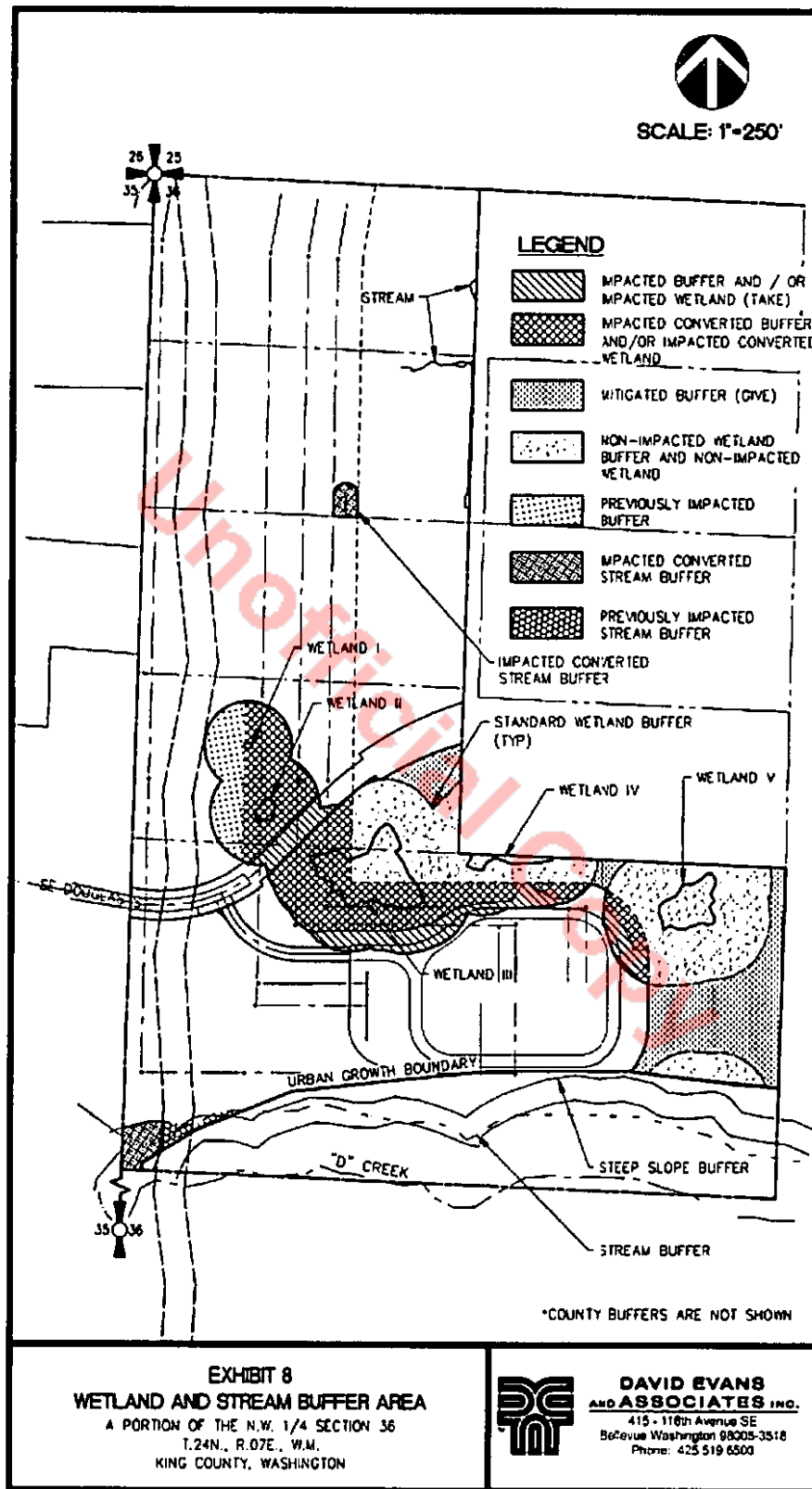


EXHIBIT 7
SUBSTATION SITE DEVELOPMENT PLAN
 A PORTION OF THE N.W. 1/4 SECTION 36
 T.24N., R.07E., W.M.
 KING COUNTY, WASHINGTON



**DAVID EVANS
 AND ASSOCIATES INC.**
 415 - 118th Avenue SE
 Bellevue Washington 98005-3518
 Phone: 425.619.6500



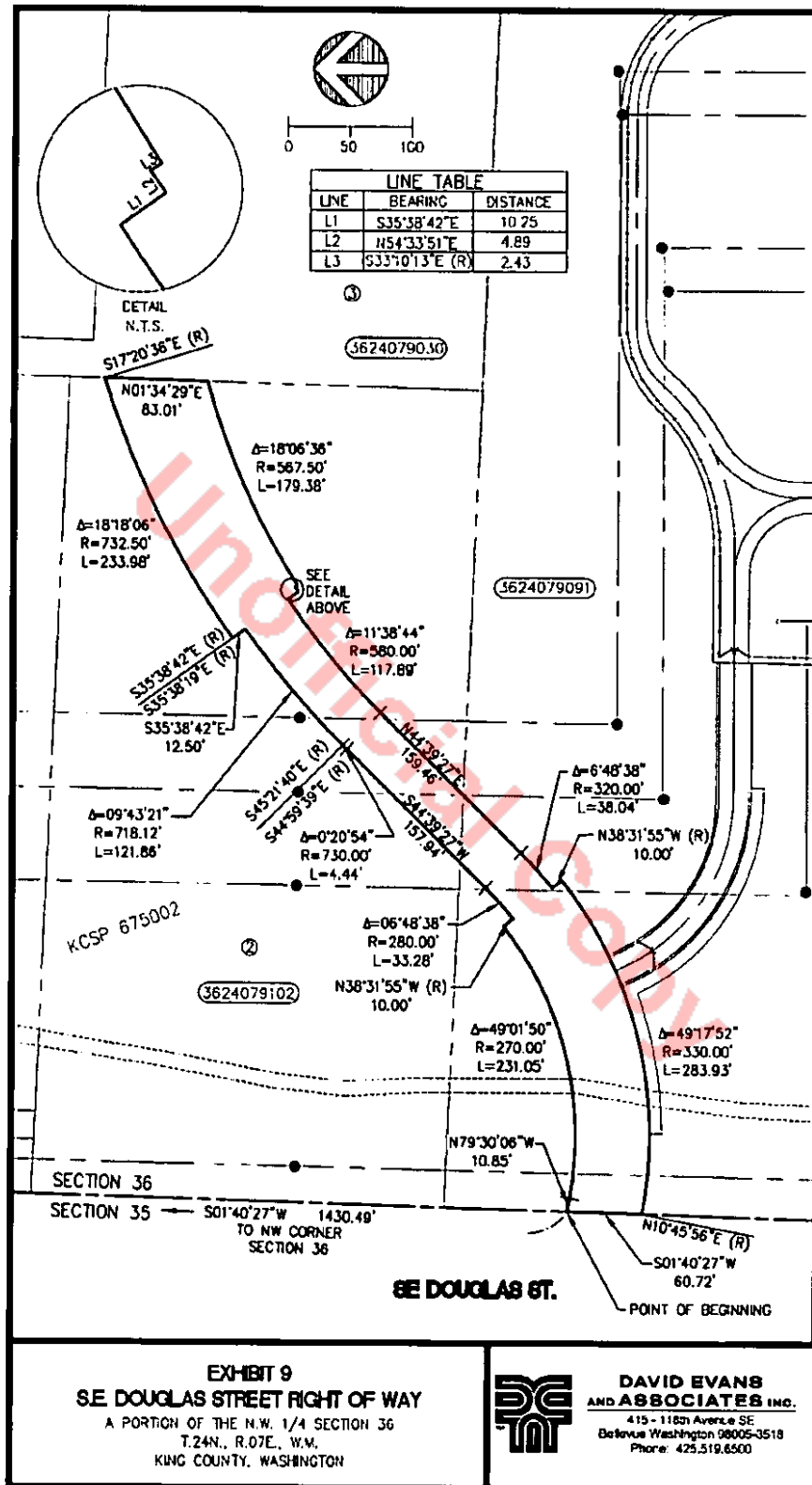


EXHIBIT 9
SE DOUGLAS STREET RIGHT OF WAY LEGAL DESCRIPTION

THAT PORTION OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717 AND THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1430.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°40'27" WEST ALONG SAID WEST LINE A DISTANCE OF 60.72 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 10°45'56" EAST 330.00 FEET DISTANT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°17'52" A DISTANCE OF 283.93 FEET; THENCE NORTH 38°31'55"W ALONG A RADIAL LINE A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 320.00 FEET, THE PREVIOUS COURSE BEING ITS RADIAL LINE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°48'38" A DISTANCE OF 38.04 FEET;

THENCE NORTH 44°39'27" EAST A DISTANCE OF 159.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 580.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°38'44" A DISTANCE OF 117.89 FEET;

THENCE SOUTH 35°38'42" EAST A DISTANCE OF 10.25 FEET;

THENCE NORTH 54°33'51" EAST A DISTANCE OF 4.89 FEET;

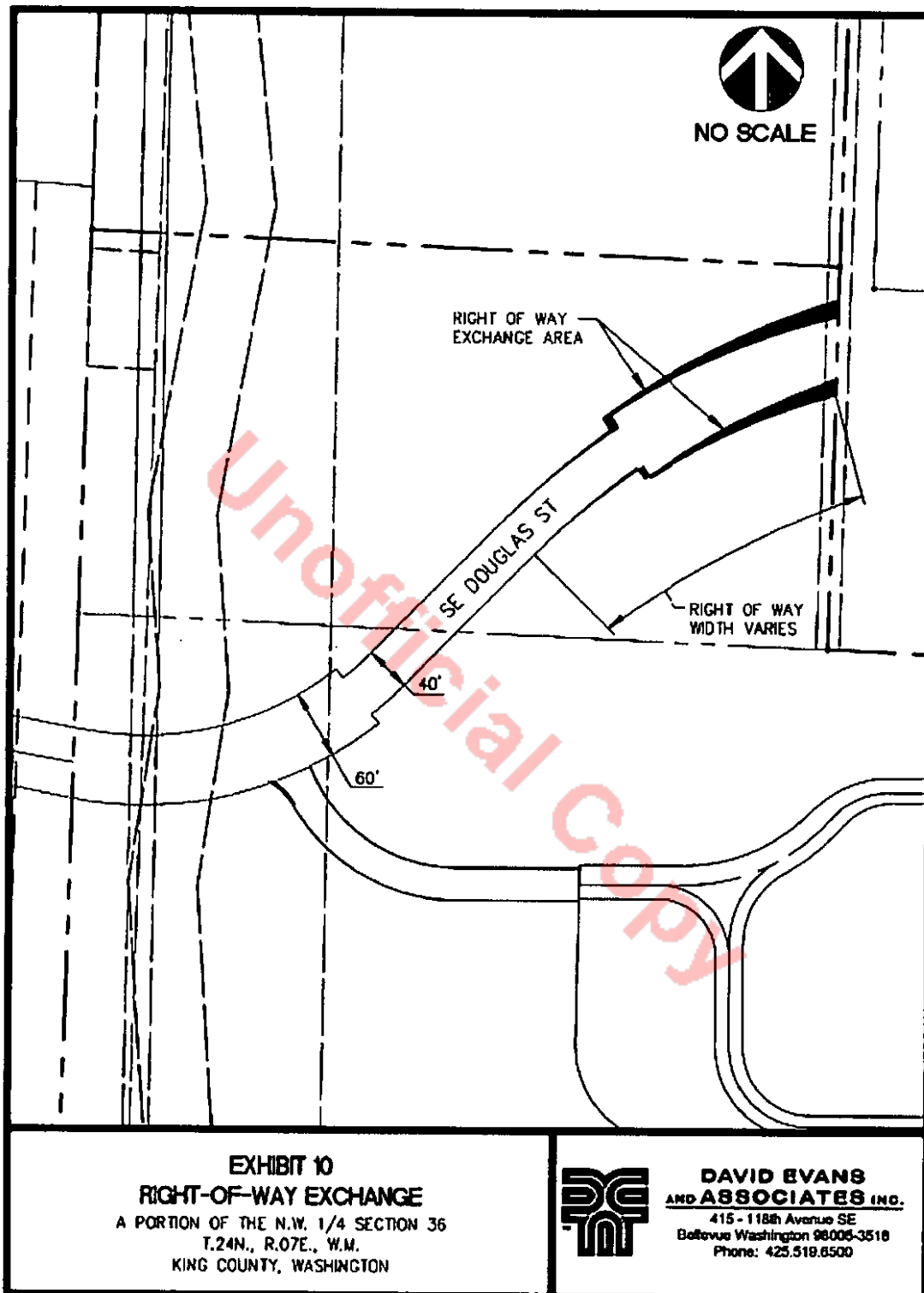
THENCE SOUTH 33°10'13" EAST A DISTANCE OF 2.43 FEET TO AN INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 567.50 FEET, THE PREVIOUS COURSE BEING ITS RADIAL LINE;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°06'36" A DISTANCE OF 179.38 FEET TO THE EAST LINE OF SAID LOT 2;

THENCE NORTH 01°34'29" EAST ALONG SAID EAST LINE A DISTANCE OF 83.01 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 17°20'36" EAST 732.50 FEET DISTANT;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°18'06" A DISTANCE OF 233.98 FEET;
THENCE SOUTH 35°38'42" EAST ALONG A RADIAL LINE A DISTANCE OF 12.50 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 35°38'19" EAST 718.12 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°43'21" A DISTANCE OF 121.86 FEET TO A NON-TANGENT ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 44°59'39" EAST 730.00 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'54" A DISTANCE OF 4.44 FEET;
THENCE SOUTH 44°39'27" WEST A DISTANCE OF 157.94 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 280.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°48'38" A DISTANCE OF 33.28 FEET;
THENCE NORTH 38°31'55" WEST ALONG A RADIAL LINE A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 270.00 FEET, THE PREVIOUS COURSE BEING ITS RADIAL LINE;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°01'50" A DISTANCE OF 231.05 FEET;
THENCE NORTH 79°30'06" WEST A DISTANCE OF 10.85 FEET TO SAID WEST LINE AND THE POINT OF BEGINNING.

CONTAINING 43,634 SQUARE FEET OR 1.00 ACRE MORE OR LESS.



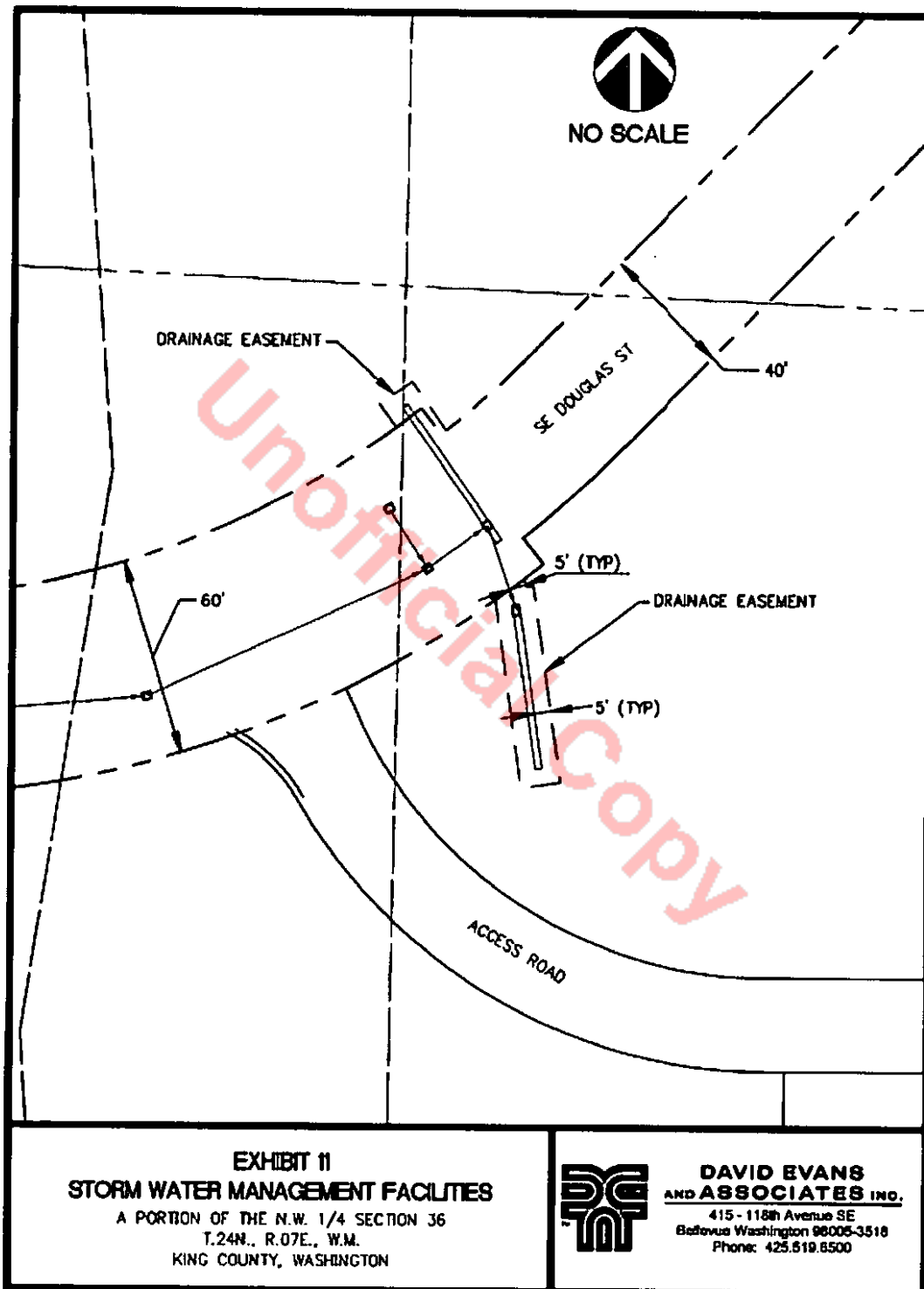


EXHIBIT 12

After recording, return to:

GordonDerr LLP
2025 First Avenue, Suite 500
Seattle, Washington 98121
(206) 382-9540
Attn: Jay P. Derr

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): Covenant and Grant of Easement
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: n/a <input type="checkbox"/> Additional reference #s on page _____ of document(s)
GRANTOR(S) (Last name first, then first name and initials) Puget Sound Energy, Inc. <input type="checkbox"/> Additional names on page _____ of document
GRANTEE(S) (Last name first, then first name and initials) City of Snoqualmie <input type="checkbox"/> Additional names on page _____ of document
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) Portions of the west half of the northwest quarter of Section 36, Township 24, Range 7 East, W.M. <input type="checkbox"/> Additional legal is on page _____ of document
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS 3624079098, 3624079099, 3624079102, 3624079030, and 3624079091 <input type="checkbox"/> Assessor Tax # not yet assigned

COVENANT AND GRANT OF EASEMENT

This Covenant and Grant of Easement (“**Covenant and Easement**”) is made by Puget Sound Energy, Inc., a Washington public corporation, for the benefit of the City of Snoqualmie, Washington.

SECTION I.

RECITALS

A. Puget Sound Energy, Inc. (“**PSE**”) is the owner of certain real property located in King County, Washington, consisting of five (5) parcels which are legally described on **Exhibit A** (the “**PSE Property**”). **PSE** also has or is in the process of obtaining certain transmission line easement rights with respect to two additional parcels of land, Tax Parcel Numbers 3624079101 and 3624079150, currently owned by Jonathan T. Dutczak, which are legally described on **Exhibit B** (the “**Dutczak Property**”). All of these parcels are subject to an easement to the Bonneville Power Administration (“**BPA**”) (the “**BPA Easement**”).

B. **PSE** has submitted to the City of Snoqualmie (the “**City**”) a Petition for Annexation, to accomplish annexation of a portion of the **PSE Property** into the **City**. The annexed portion of the **PSE Property** will lie within the corporate limits of the **City** and the remaining portion of the **PSE Property** will be in the jurisdiction of unincorporated King County (the “**County**”).

C. **PSE** intends to develop an electrical substation (the “**Substation**”) on the southerly portion of the **PSE Property**, and an overhead transmission line and fiber optic cable corridor (the “**Transmission Line Corridor**”) through both the **PSE Property** and the **Dutczak Property** from the north line of the **PSE Property** to the **Substation** and southward through that portion of the **PSE Property** that lies outside of the **City** in unincorporated King County. The **City**’s agreement to the specific provisions in this **Covenant and Easement** are specifically based upon the quasi-public regulated utility nature of **PSE** and the fact that **PSE**’s proposed land disturbance, including wetland, wetland buffer, and stream buffer disturbance, is limited to that amount necessary to install and maintain the electrical utility facilities and, as such, are not intended as precedent for, or applicable to, any other property or situation.

D. The **PSE Property** contains a number of wetland areas, primarily on that portion of the **PSE Property** annexed to the **City** near the area where **PSE** intends to construct the **Substation**. Other portions of the **PSE Property** outside the **City** also contain a wetland, stream, and designated steep slope landslide hazard area.

E. Alteration of regulated wetland areas or stream areas and their associated buffers within the **City** requires a Public Agency and Utility Exception (“**PAUE**”) pursuant to Snoqualmie Municipal Code (“**SMC**”) 19.12.030(C). **City** and **County** policies and regulations require vegetative buffers around wetlands (the “**Standard Wetland Buffers**”), and along streams (the “**Standard Stream Buffers**”). Vegetative clearing within the steep slope and stream buffer area located in the **County** is an allowed alteration per King County Code (“**KCC**”) 21A.24.04(C), but requires a clearing and grading permit from the **County**.

F. **City** policies also require buffers of urban land uses within the **City** from adjacent rural land uses in the **County** (the “**Perimeter Buffer**”). The **Perimeter Buffer** is shown on **Exhibit C**.

G. Five wetlands and associated wetland buffer areas are located on the **PSE Property**. Two small streams, or portions of streams, are also located on the **PSE Property outside of the area to be annexed to the City**. “D” creek is located to the south of the **PSE Property** in an area that will not be annexed to the **City**.

H. Pursuant to SMC 19.12.030(C) **PSE** has proposed permanent impacts to three (3) wetlands resulting from removal of existing trees to change the wetland from a forested to shrub-scrub vegetative condition. This proposed alteration will require a **PAUE** approval from the **City**.

I. Pursuant to SMC 19.12.080, **PSE** has proposed certain revisions or buffer averaging (reductions and increases) to the location and width of some portions of the **Standard Wetland Buffers** on the **PSE Property** to accommodate the installation and location of the **Substation**; to allow other utility infrastructure, including but not limited to, poles and transmission lines; and to allow for the right-of-way dedication and later construction of an extension of SE Douglas Street across the **PSE Property**.

Exhibit D “Wetland and Stream Buffer Area” illustrates various buffers, impacts, and mitigation areas as follows:

(1) Shows the location of the wetlands and **Standard Wetland Buffers** required by **City and County** regulations.

(2) Shows the location of the streams and the location of the **Standard Stream Buffers** required by **City** regulations for the stream segment that is located within the **Transmission Line Corridor**.

(3) Identifies those portions of the wetlands, **Standard Wetland Buffers** and **Standard Stream Buffers** that will be impacted, either by construction of the **Substation** and the **Douglas Street Extension** (the “**Impacted Buffers**” and/or “**Impacted Wetlands**”) or by construction of the transmission and distribution lines which require conversion of certain wetland, **Standard Wetland Buffer** and **Standard Stream Buffer** areas from the current forested condition to shrub-scrub vegetative condition (the “**Impacted-Converted Wetlands, Impacted-Converted Stream Buffer and/or Impacted-Converted Wetland Buffers**”).

(4) Identifies wetland buffer areas that have been added outside of the **Standard Wetland Buffers** required by **City** regulation (the “**Mitigated Buffer**”) through buffer averaging permitted by SMC 19.12.080.

(5) Shows a portion of the **Standard Wetland Buffers** that falls within the area of the **BPA Easement** and has been modified previously as required to construct and maintain the **BPA** lines within that **BPA Easement**.

(6) All buffer areas identified on **Exhibit D**, except for the area identified as **Impacted Buffer and/or Impacted Wetland**, shall collectively be known as “**Wetland and Stream Buffer**.”

J. Provided the **City** approves a **PAUE** pursuant to SMC 19.12.030(C), ongoing vegetation maintenance over portions of the wetlands, **Wetland and Stream Buffer** area, shall be allowed subject to the provisions contained in this **Covenant and Easement** including those set forth in Section II, paragraphs 1-3 below.

K. That portion of the **PSE Property** that may require modification of the existing

vegetation to permit construction of the transmission and distribution lines, and after construction, will require periodic alteration of the vegetation in this area for ongoing operations is shown on **Exhibit E** “**Vegetation Maintenance Area**.” A portion of this **Vegetation Maintenance Area** is located on **PSE** parcels that are being annexed to the **City** at the time of execution of this **Covenant and Easement** (Parcel Nos. 3624079091 and 3624079102). A portion of this **Vegetation Maintenance Area** is located on **PSE** parcels that are not being annexed to the **City** at the time of execution of this **Covenant and Easement** (Parcel Nos. 3624079098 and 3624079099). The **Vegetation Maintenance Area** overlaps with portions of the wetland areas, the **Wetland and Stream Buffer** areas identified as **Impacted Buffers and/or Impacted Wetlands** and **Impacted-Converted Wetlands and/or Impacted-Converted Stream Wetland Buffers** as shown on **Exhibit D**. The parties also agree to limit the types of activities that will be allowed within the **Vegetation Maintenance Area** subject to the provisions contained in this **Covenant and Easement** including those set forth in Section III, paragraphs 4-9 below to mitigate for impacts from alteration of existing forest vegetation necessary to construct and maintain the **Substation** and the transmission line corridor and to provide **Perimeter Buffer** functions as required by **City** regulations in perpetuity.

L. The **PSE** proposal is to use a portion of the **PSE Property** located outside of the **City** **UGA** as a portion of the **Perimeter Buffer** required for the development of the **PSE Property**. On **Exhibit C** the “**Perimeter Buffer**” is shown as that portion of the **Vegetation Maintenance Area** (shown on **Exhibit E**) and the **Native Growth Protection Area** (shown on **Exhibit F**) located between the southerly boundary of the **PSE Property** and the **Substation**. A perimeter buffer is typically located on the property proposed for development rather than on adjacent rural property. While the **Perimeter Buffer** is located on a portion of the **PSE Property** to remain in the **County**, its buffer functions will be ensured and protected in perpetuity through the provisions of this **Covenant and Easement**. The **City’s** decision to: (i) annex the **PSE Property** in accordance with **PSE’s** Petition; (ii) permit construction, operations, and continual maintenance of the **Substation**, transmission lines and poles, and other utility infrastructure; and (iii) allow for the establishment and use of public trails, is conditioned, in part, upon subjecting the **Perimeter Buffer**, including the **Native Growth Protection Area** and a portion of the **Vegetation Maintenance Area** to the provisions contained in this **Covenant and Easement**, including those set forth in Section IV, paragraphs 10 and 11 below. The restrictions applicable to the **Native Growth Protection Area** and the **Vegetation Maintenance Area** will insure that the **Perimeter Buffer** will provide buffer functions in perpetuity subject to the above permitted uses.

M. Nothing contained in this **Covenant and Easement** is intended to restrict or to limit the rights **BPA** has under the **BPA Easement**.

SECTION II.

WETLAND AND STREAM BUFFER AREA COVENANT AND EASEMENT

1. **Wetland and Stream Buffer Covenant and Easement.** As a condition of **City** permits authorizing construction of the **Substation** and other utility infrastructure to allow for **PSE’s** buffer averaging for certain **Wetland and Stream Buffer** areas of the **Property** and to allow **PSE’s** continual vegetation maintenance of that portion of the **Wetland and Stream Buffer** also located within the **Vegetation Maintenance Area**, **PSE** hereby declares and grants to the **City** a perpetual non-exclusive **Wetland and Stream Buffer Covenant and Easement** over the **Wetland and Stream Buffer** described on **Exhibit D**. The **Wetland and Stream Buffer** preserves the native vegetation for all purposes that benefit the public health, safety and welfare, including providing a **Perimeter Buffer**,

control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plants and animal habitat.

2. **Limitations on Disturbance in Wetland and Stream Buffer.** The **Wetland and Stream Buffer** shall be left permanently in its natural state, except for those portions of the **Wetland and Stream Buffer Area** that are also located within the **Vegetation Maintenance Area**. In addition, **PSE** may request and the **City** may approve proposals to enhance vegetation in the **Wetland and Stream Buffer** as part of the approved wetland mitigation plan. **PSE** may also request and the **City** may approve a public trail to be located within the **Wetland and Stream Buffer**, consistent with the requirements for such trails in SMC 19.12.170(C)(11) and .180(F)(7). Storm Water Management Facilities, if approved by the **City** pursuant to SMC 19.12.170(C)(7) and .180(F)(3), may also be located, installed, and maintained within the **Wetland and Stream Buffer**. No tree removal, topping, brush removal, clearing, grading, filling, motorized vehicle operation, building construction, or road construction of any kind shall occur within the **Wetland and Stream Buffer**; except (subject to paragraph 3 below) those activities set forth in the **City** code applicable to wetland and wetland and stream buffer areas may be allowed; and except **PSE** may seek **City** consent to top or remove any danger tree that is identified as a hazard to the transmission lines or substation facilities. **PSE** shall obtain prior written approval from the **City** for such specific activities. The right to use and possess the **Wetland and Stream Buffer** is retained by **PSE**, subject to SMC Chapter 19.12, and provided that the use by **PSE** does not interfere with, obstruct, or endanger the purpose of the **Wetland and Stream Buffer**.

3. **Disturbance of Wetland and Stream Buffer within the Vegetation Maintenance Area.** **PSE** shall be permitted to alter the vegetation located within those portions of the **Wetland and Stream Buffer** also located within the **Vegetation Maintenance Area**, as shown on **Exhibits D and E**, as necessary, to construct and maintain the **Substation** area and the transmission and distribution lines and poles, as further described in Section III below. Provided, however, in no event shall **PSE** be allowed to (a) perform grubbing or stump removal or other associated land disturbances in any wetland, or (b) drive or operate any motorized equipment in any wetland. Cutting of trees, including tree tops, may only be performed to the extent that they can be reasonably removed without further damaging the wetlands or **Wetland and Stream Buffer**, including remaining trees within the wetlands or **Wetland and Stream Buffer**. Hand equipment or pickers that extend over the wetlands will be used to remove tree cuttings from wetland areas, as applicable.

SECTION III.

VEGETATION MAINTENANCE AREA COVENANT AND EASEMENT

4. **Vegetation Maintenance Covenant and Easement.** In accordance with the **City** permits authorizing **PSE**'s installation, construction, use, maintenance, and operation of the **Substation** and other utility infrastructure including, but not limited to, electrical transmission lines and poles, **PSE** hereby declares and grants to the **City** a perpetual non-exclusive **Vegetation Maintenance Covenant and Easement** over the **Vegetation Maintenance Area** described on **Exhibit E**. The **Vegetation Maintenance Area** preserves native vegetation, to the maximum extent possible consistent with safe and reliable operation of the electrical utility, for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plants and wildlife habitat.

5. **Transmission Line Corridor.** Within the **Vegetation Maintenance Area** described on **Exhibit E**, **PSE** intends to construct and maintain 230 KV and 115 KV above-ground power

transmission lines, fiber optic cables and/or other utility lines, as shown on **Exhibit G** the “**Transmission Line Corridor.**” In connection with the construction and ongoing maintenance of the transmission lines, cables, and/or other utility lines, PSE shall have the continual right to remove trees and other vegetation in order to install poles, and to remove trees and other vegetation on a continual basis in accordance with Federal Energy Regulatory Commission (“FERC”), North American Electric Reliability Corporation (“NERC”) and other state or federal regulatory requirements [currently trees and vegetation that have or will have a mature height above the height of fifteen (15) feet are to be removed for 230KV lines and above the height of twenty five (25) feet for 115KV lines], by cutting, girdling, or topping at the appropriate height. These activities may require a clearing and grading permit from the City or County, depending on where the activity occurs and will require replanting of areas disturbed and/or of alternative areas, consistent with the requirements for vegetation management, mitigation and replacement, described in **Exhibit H** (“**Vegetation Maintenance Activities and Mitigation**”) PSE shall be responsible for maintaining and replacing any replacement vegetation installed pursuant to **Exhibit H** and shall also be responsible for replacing any existing trees that are lost due to blow down for a period of ten (10) years from the date the construction is completed.

If the County imposes requirements on any clearing or grading permit issued by the County for vegetation management in the areas located within unincorporated King County that are inconsistent with the terms of this **Covenant and Easement**, including those described in **Exhibit H**, or if the County imposes different mitigation for this clearing and grading than the Business Park Buffer replanting described in **Exhibit H**, then the County’s mitigation requirements shall control.

In addition, the City and PSE agree that no further mitigation should be required for the vegetation removal and maintenance associated with construction of the transmission lines on Parcel Nos. 3624079098 and 3624079099 at the time of any future annexation of those parcels. Additional mitigation may be required if, at the time of annexation, development other than construction of the transmission lines is proposed.

6. **Substation Protection Corridor.** A portion of the **Vegetation Maintenance Area** described on **Exhibit I** is the “**Substation Protection Area,**” which lies immediately adjacent to the north and east boundaries of the **Substation**. PSE shall have the right to remove trees and to trim trees and/or vegetation in the **Substation Protection Area**, as necessary, to protect the **Substation** and fence in accordance with typical utility standards and/or as required by NERC, FERC or other state or federal regulatory requirements. These activities may require a clearing and grading permit from the City and will require replanting of areas disturbed and/or of alternative areas, consistent with the requirements of **Exhibit H**.

7. **Wetlands and Wetland and Stream Buffer.** To the extent that there are wetlands and/or **Wetland and Stream Buffer** located within the **Vegetation Maintenance Area** as shown on **Exhibits D** and **E**, PSE’s rights to alter the existing vegetation within those areas shall be limited as described in Section II(3) above.

8. **Limited Disturbance Allowed in Vegetation Maintenance Area.** Except for (a) the necessary installation and maintenance of transmission lines and poles, fiber optic cables, other utility lines and access roads required for the installation and maintenance thereof, (b) managing the height of vegetation as required by state and federal regulations, (c) installing additional native species of trees (such as vine maples, or other small trees that will not exceed height limitations), shrubs or groundcover plants to maintain the area as native scrub-shrub habitat, (d) locating, installing, and maintaining storm water dispersion facilities as approved by the City, (e) providing for compliance

requirements under NERC, FERC and other state or federal regulatory requirements, (f) installing and maintaining any public trail(s) as approved by the City, and (g) activities and uses as allowed under the BPA Easement for the PSE Property; the Vegetation Maintenance Area shall be left permanently undisturbed and in its natural state. Allowed activities set forth in the City Code applicable to wetlands, wetland buffers, and stream buffers may be allowed, provided that PSE has received prior written approval from the City to allow such specific activities. The right to use and possess the Vegetation Maintenance Area is retained by PSE because PSE is a publically-regulated utility, provided that the use by PSE does not interfere with, obstruct or endanger the purpose of the Vegetation Maintenance Area.

9. **Dutczak Property.** In the event that PSE acquires sufficient rights in the Dutczak Property in the future to do so, PSE agrees at that time to convey to the City a perpetual non-exclusive Vegetation Maintenance Area covenant and easement on the Dutczak Property in the location and with terms similar to the location and terms of this Covenant and Easement, or if PSE acquires only easement rights in the Dutczak Property, then PSE agrees to comply with the terms of this Covenant and Easement with respect to those easement rights.

SECTION IV.

NATIVE GROWTH PROTECTION AREA COVENANT AND EASEMENT

10. **Native Growth Protection Area.** In accordance with PSE's Annexation Petition, and in accordance with permits allowing for construction of the Substation and other utility improvements, to establish and protect a Perimeter Buffer between property located within the City UGA and property located outside the City UGA and to allow buffer averaging pursuant to applicable City Code for certain wetland buffers on the PSE Property, PSE hereby declares and grants to the City a perpetual non-exclusive Native Growth Protection Area covenant and easement over the "Native Growth Protection Area" described on Exhibit F. The Native Growth Protection Area is for the preservation of existing and any supplemental native vegetation within the covenant and easement areas for all purposes that benefit the public health, safety and welfare, including providing a Perimeter Buffer, control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of plants and wildlife habitat.

11. **No Disturbance Allowed in Native Growth Protection Area.** The Native Growth Protection Area shall be left permanently in its natural state. PSE covenants to leave undisturbed the ground and all trees and all other vegetation within the Native Growth Protection Area. No tree removal, topping, brush removal, clearing, grading, filling, building construction, or road construction of any kind shall occur within the Native Growth Protection Area; except the activities set forth in County Code applicable to wetlands, wetland buffers, and stream buffers may be allowed; and except PSE may seek County consent to top or remove any danger tree that is identified as a hazard to the transmission lines or substation facilities. PSE shall obtain prior written approval from the County for such specific activities. The right to use and possess the Native Growth Protection Area is retained by PSE, including the right to use the area for storm water dispersion, because PSE is a publically-regulated utility, provided that the use by PSE does not interfere with, obstruct or endanger the purpose of the Native Growth Protection Area. In no event shall PSE be allowed to (a) perform grubbing or stump removal or other associated land disturbances, or (b) drive or operate any motorized equipment, unless required by a public agency or to ensure public safety.

12. **Replanting and Buffer Maintenance.** As provided in Exhibit H, PSE will be required to install supplemental plantings in portions of the Native Growth Protection Area to mitigate for

impacts to vegetation that was altered or removed elsewhere in the **Vegetation Maintenance Area**. The replacement plantings (type, size, amount, and location) shall be subject to **City** review and approval, consistent with the description in **Exhibit H**. PSE shall be responsible for maintaining and replacing any such replacement planting for a period of ten (10) years after the date the initial replacement plantings are installed. In addition, PSE shall be responsible for replacing any trees lost due to blow down in the **Native Growth Protection Area** at a ratio of 3:1 for a period of ten (10) years after the date trees or other vegetation is removed from the **Vegetation Maintenance Area** adjacent to the **Native Growth Protection Area**.

SECTION V.

GENERAL PROVISIONS

13. **Definitions**. As used herein, the term “**Covenant and Easement Areas**” shall mean, collectively, the **Wetland and Stream Buffer Area**, the **Vegetation Maintenance Area**, and the **Native Growth Protection Area**, including any such area as may hereafter be acquired and extended over that portion of the **Dutczak Property** located within the **Transmission Line Corridor**.

14. **General Provisions of Covenant**. In the event of a conflict between the provisions of this **Covenant and Easement** and conditions imposed with the decision on the **PAUE** and/or other project permits and approvals for the **Mount Si Substation** and associated transmission lines, (including, without limitation, any conditions that may be imposed by the **County** for those portions of the **Transmission Line Corridor** located within unincorporated King County), the conditions of the **PAUE** and/or other project permits and approvals shall control, provided, such conditions do not diminish PSE’s ability to comply with legal requirements for vegetation management to protect its facilities.

15. **Right of Entry by City**. The **City**, its successors and assigns, shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary or appropriate to the **City’s** purposes, to enter upon and across the **PSE Property** (not including the **Substation** area) for ingress and egress to and from the **Covenant and Easement Areas** owned by PSE, for the purpose of monitoring and enforcing proper operation and maintenance of the **Covenant and Easement Areas**, for all purposes, including maintenance of water quality, control of surface water and erosion, maintenance of slope stability, visual and aural buffering, protection of plant and animal habitat, replanting and restocking of plants or animal habitat, and any other actions deemed necessary by the **City** to preserve and protect the **Covenant and Easement Areas**. While the **City** has permission to enter the **PSE Property** for the above purposes, this shall not constitute an obligation or special duty on the **City’s** part to perform any or all of the above actions. By acceptance of the covenants and easements granted herein for the purposes described, the **City** does not accept or assume any liability for acts or omissions of PSE or its invitees, licensees or other third parties within the **PSE Property** or any **Covenant and Easement Areas**.

16. **Binding Effect**. The covenants and easements declared and granted herein shall run with the land, shall be binding on all present and future owners and occupiers of the **PSE Property**, and shall be enforceable on behalf of the public by the **City** of Snoqualmie.

17. **Action to Enforce Easement**. The **City** may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this **Covenant and Easement**, to enjoin any actual or threatened violation by temporary or permanent injunction, to recover damages to which it may be entitled for violation of the terms of this **Covenant and Easement**; and to require the restoration of

the **Covenant and Easement Areas** to the condition that existed prior to any such injury. In the event of a breach by PSE, and without limiting PSE's liability therefor, the **City**, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the **Covenant and Easement Areas**. In the event of any litigation regarding the rights and obligations of the parties under this **Covenant and Easement**, the prevailing party shall recover its costs and attorneys' fees, including such costs and attorneys' fees for appeals.

18. **No Waiver.** Any forbearance by the **City** to enforce the provisions of this **Covenant and Easement** shall not be deemed or construed to be a waiver of such term. 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.

19. **Amendment.** If circumstances arise under which an amendment to or modification of this **Covenant and Easement** would be appropriate, PSE and the **City** are free to jointly amend this **Covenant and Easement**. For example, should utility needs change such that PSE needs to construct additional transmission lines or utility infrastructure in areas protected by this **Covenant and Easement**, and PSE can demonstrate to the **City** that it satisfies the requirements for an additional PAUE for such construction, and provides adequate mitigation for any additional sensitive area impacts, then PSE and the **City** may amend this **Covenant and Easement** at that time. Provided, however, any such amendment should not impact the **Perimeter Buffer** functions and protections described in this **Covenant and Easement** unless, at the time of such amendment, the area that is currently rural outside the **City UGA** has been added to the **City's UGA** and/or annexed to the **City**. Any such amendment must be agreed to by both parties, must be in writing, and must be recorded in the official records of King County, Washington, and any other jurisdiction in which such recording is necessary or appropriate, in the discretion of the **City**.

20. **Controlling Law.** The laws of the State of Washington shall govern the interpretation and performance of this **Covenant and Easement**.

21. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this **Covenant and Easement** shall be liberally construed in favor of the grant to accomplish the purposes stated herein. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this **Covenant and Easement** that would render the provision valid shall be favored over any interpretation that would render it invalid.

22. **Severability.** In the event a court of competent jurisdiction declares any material provision of this **Covenant and Easement**, or the application thereof to any person or circumstance, invalid, unconstitutional, or otherwise unenforceable, the **City** may, in its discretion, elect to terminate the remainder of this **Covenant and Easement**. In the event a non-material provision of this **Covenant and Easement** is declared invalid, unconstitutional or otherwise unenforceable, such provisions hereof as are not affected by such declaration shall remain in full force and effect.

23. **Successors.** The covenants, terms, conditions, obligations, and restrictions of this **Covenant and Easement** shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the **PSE Property**.

IN WITNESS WHEREOF, the undersigned has executed this **Covenant and Easement** as of

the date set forth with its signature below.

PUGET SOUND ENERGY, INC.

By: _____
Its: _____
Date: _____

STATE OF WASHINGTON)
 : ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of PUGET SOUND ENERGY, INC., a corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2010.

[Signature of Notary]

[Print Name of Notary]
Notary Public in and for the State of Washington,
residing at _____.
My commission expires: _____.

Exhibits

Exhibit A: PSE Property

Exhibit B: Dutczak Property

Exhibit C: Perimeter Buffer

Exhibit D: Wetland and Stream Buffer Area

Exhibit E: Vegetation Maintenance Area

Exhibit F: Native Growth Protection Area

Exhibit G: Transmission Line Corridor

Exhibit H: Vegetation Maintenance Activities

Exhibit I: Substation Protection Area

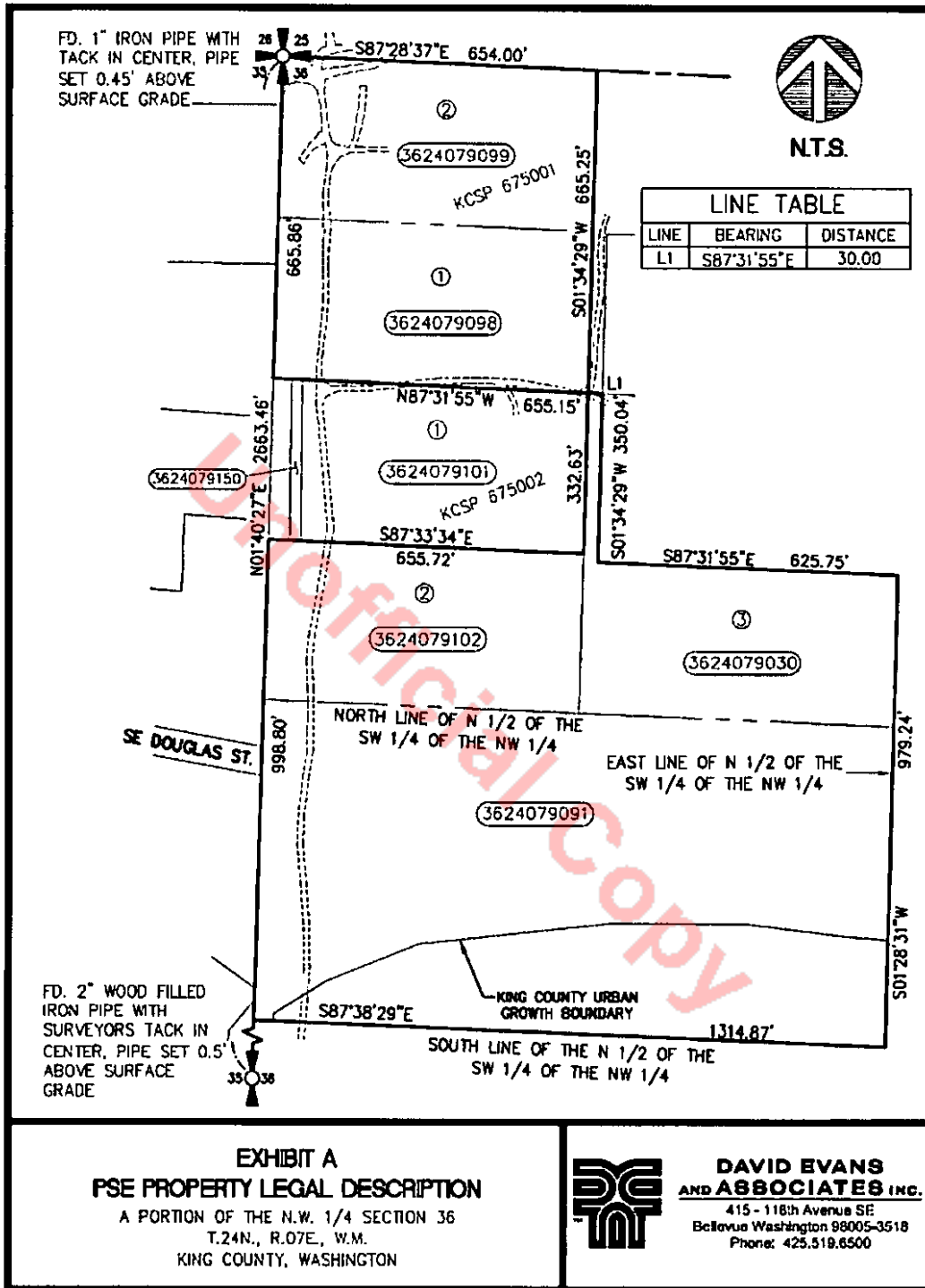


EXHIBIT A
PSE PROPERTY LEGAL DESCRIPTION
 A PORTION OF THE N.W. 1/4 SECTION 36
 T.24N., R.07E., W.M.
 KING COUNTY, WASHINGTON



DAVID EVANS AND ASSOCIATES INC.
 415 - 118th Avenue SE
 Bellevue Washington 98005-3518
 Phone: 425.519.6500

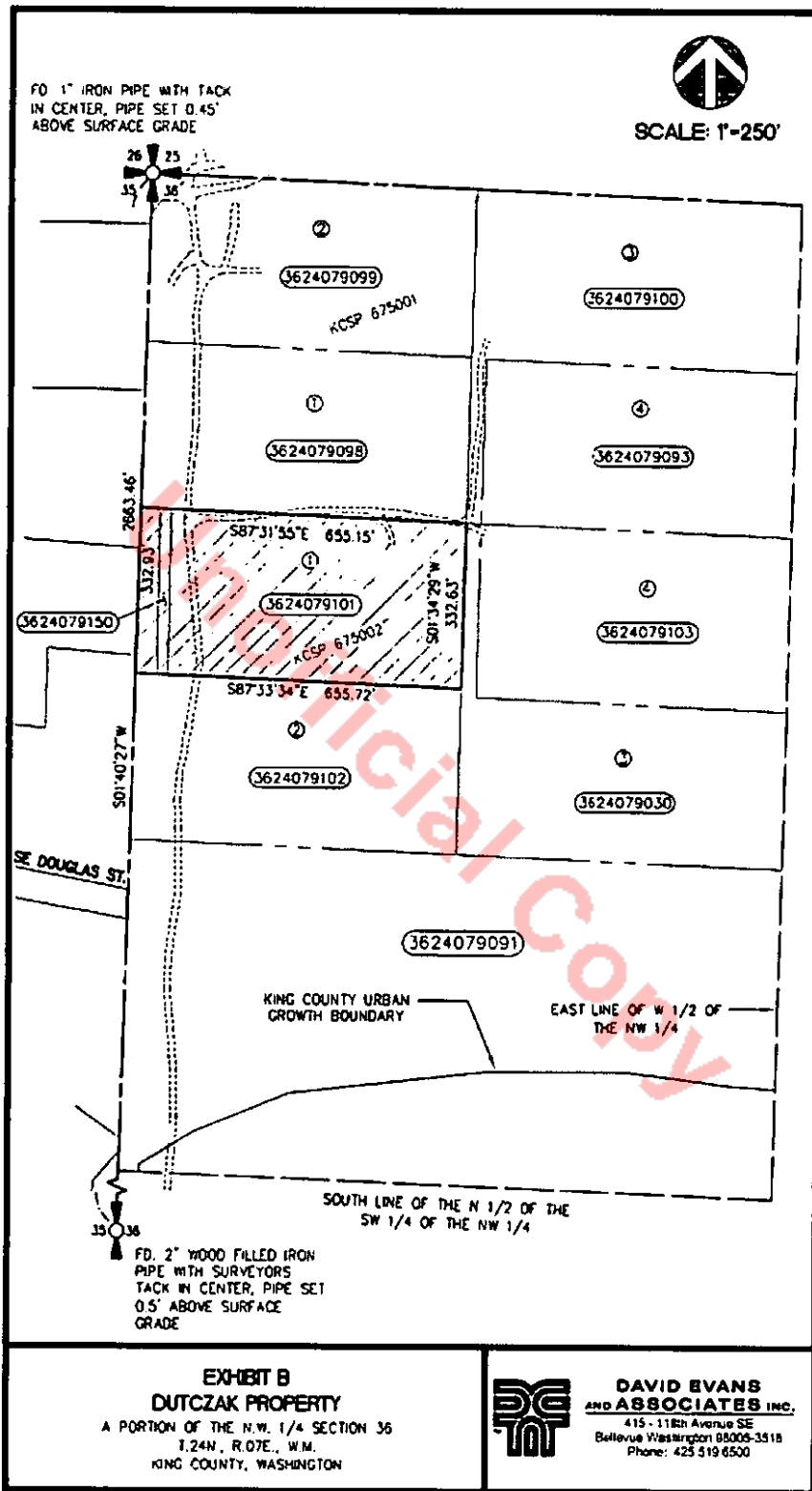
**EXHIBIT A
PSE PROPERTY LEGAL DESCRIPTION**

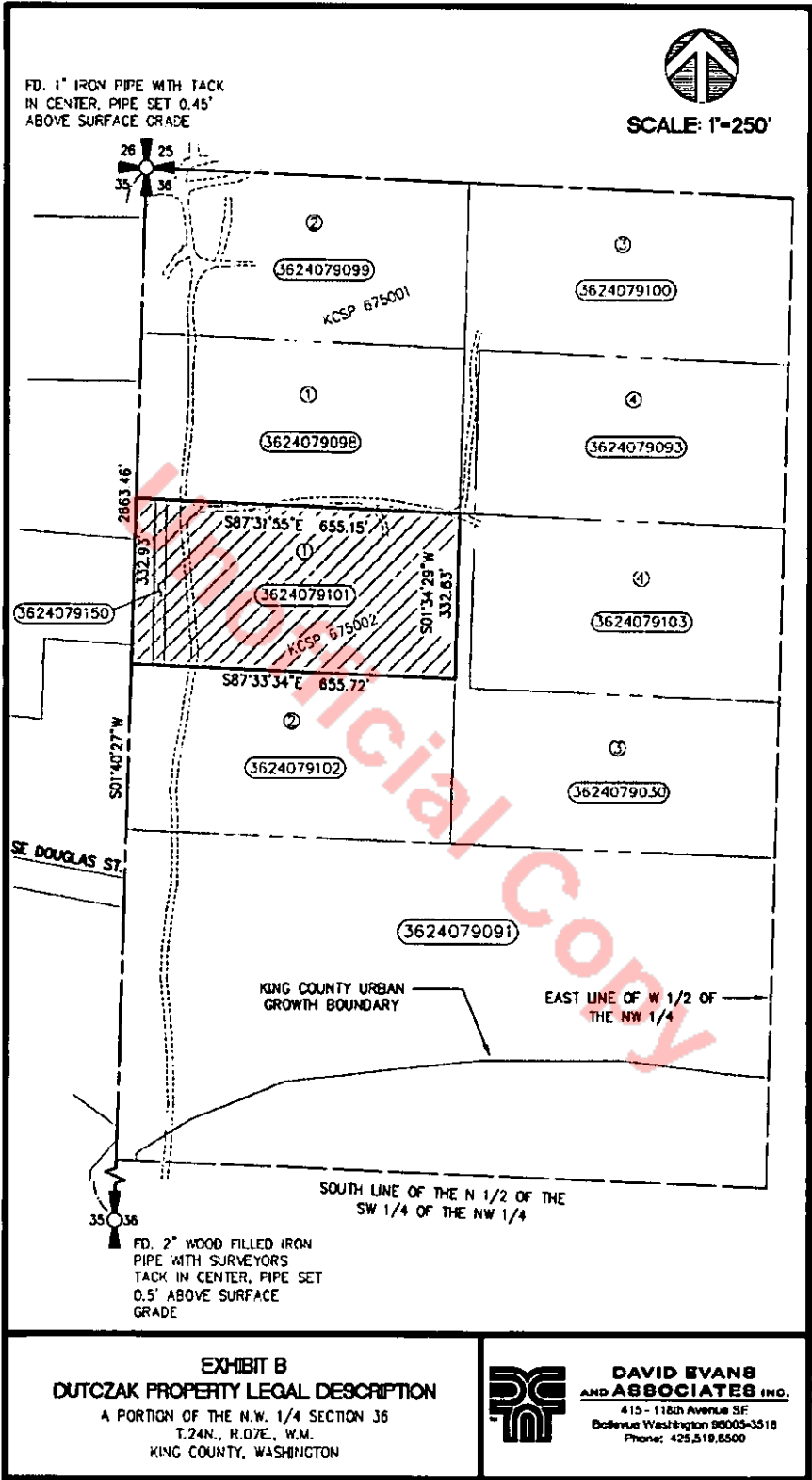
LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001 AS FILED UNDER RECORDING NUMBER 7510100716 RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH:
LOTS 2 AND 3 OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717 RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH:
THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON.

CONTAINING 1,744,823 SQUARE FEET OR 40.06 ACRES MORE OR LESS.



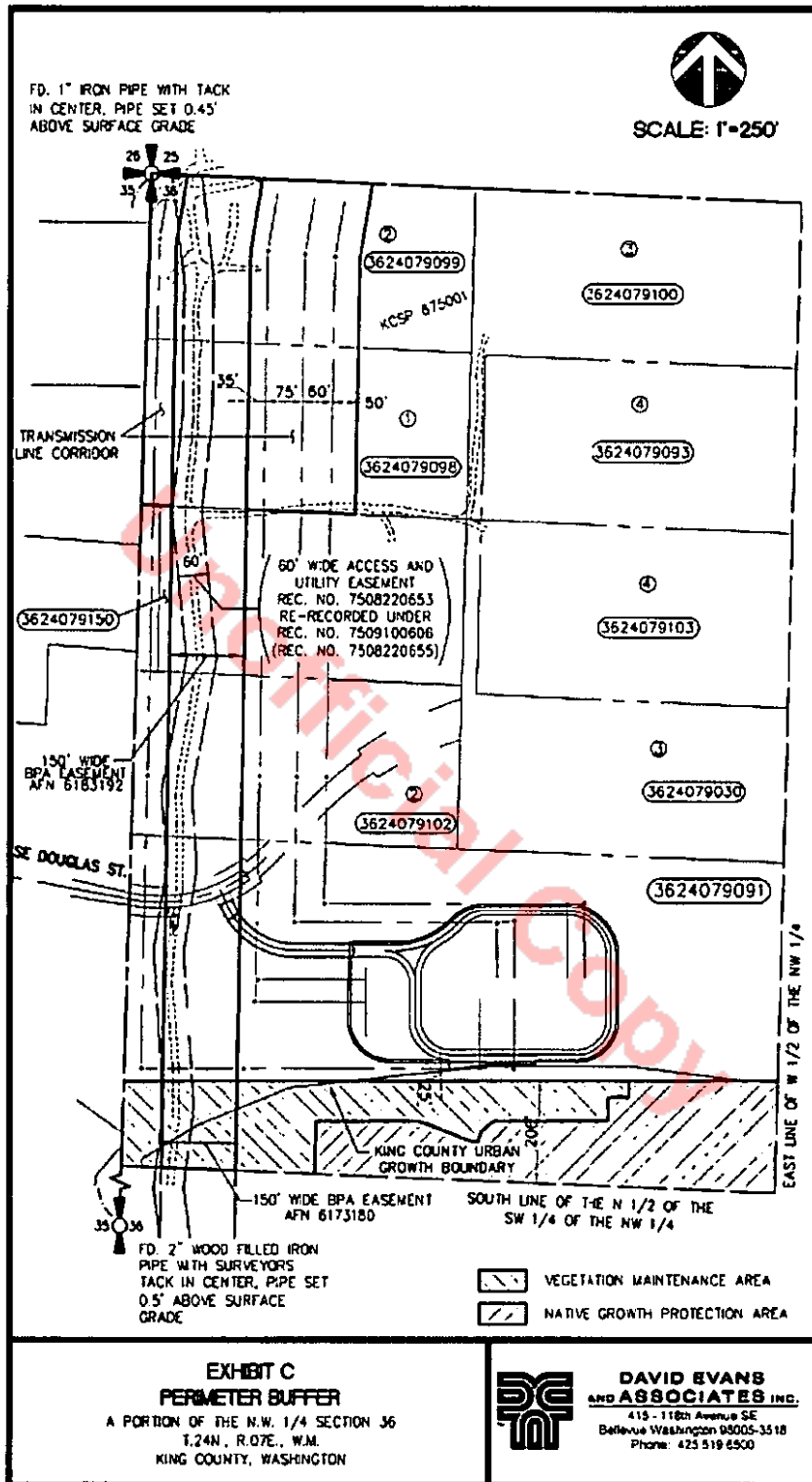


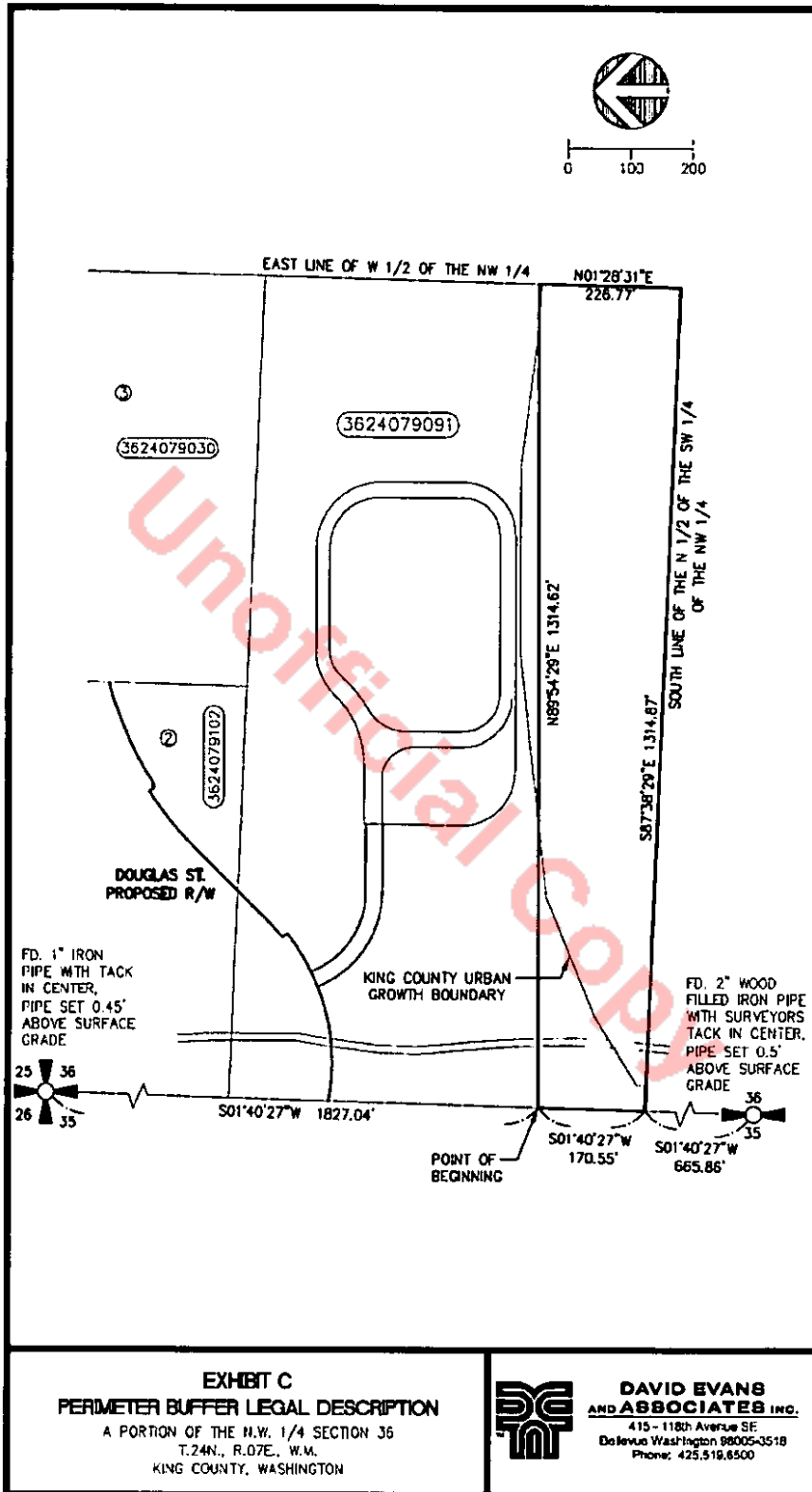
**EXHIBIT B
DUTZAK PROPERTY LEGAL DESCRIPTION**

LOT 1 OF KING COUNTY SHORT PLAT NUMBER 675002, ACCORDING TO THE SURVEY RECORDED UNDER RECORDING NUMBER 7510100717 IN KING COUNTY, WASHINGTON;

CONTAINING 218,091 SQUARE FEET OR 5.0 ACRES MORE OR LESS.

Unofficial Copy



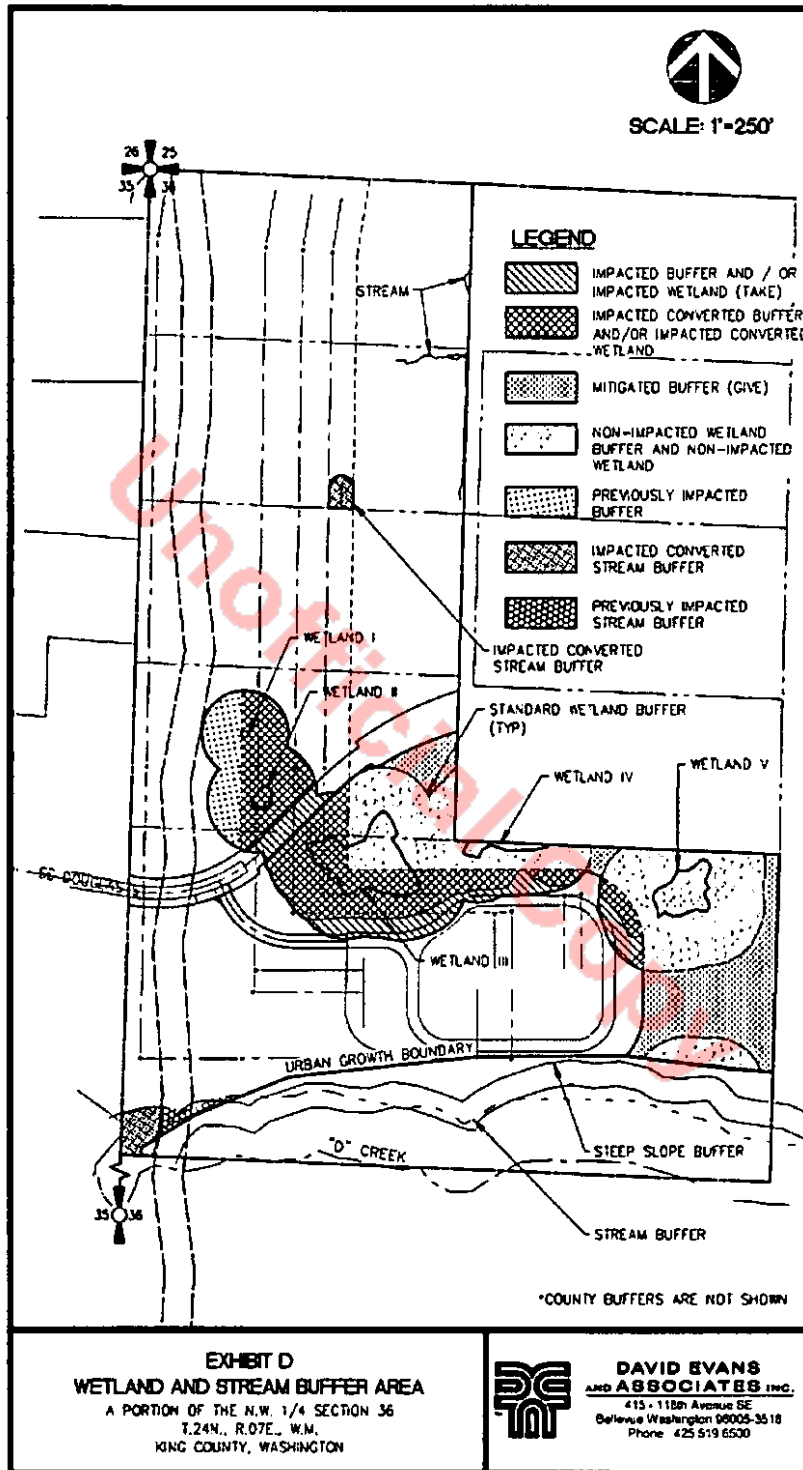


**EXHIBIT C
PERIMETER BUFFER LEGAL DESCRIPTION**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

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, 2,663.46 FEET DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID WEST LINE OF SAID SECTION, A DISTANCE OF 1827.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'29" EAST A DISTANCE OF 1314.62 FEET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER AND THE TERMINUS OF SAID LINE.

CONTAINING 261,119 SQUARE FEET OR 5.99 ACRES MORE OR LESS.



**EXHIBIT D
WETLAND AND STREAM BUFFER AREA LEGAL DESCRIPTION**

STREAM BUFFER DESCRIPTION:

THAT PORTION OF LOT 1 OF KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716 IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, 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 01°40'27" WEST ALONG SAID WEST LINE OF SAID SECTION A DISTANCE OF 665.86 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE SOUTH 87°31'55" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 381.09 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 87°31'55" EAST ALONG SAID SOUTH LINE A DISTANCE OF 49.12 FEET;

THENCE NORTH 02°14'18" EAST A DISTANCE OF 49.25 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTH FROM WHICH ITS CENTER BEARS SOUTH 75°17'24" WEST 25.48 FEET DISTANT;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 159°43'40" A DISTANCE OF 71.03 FEET;

THENCE SOUTH 01°19'45" WEST A DISTANCE OF 43.11 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 1912.93 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°40'27" WEST ALONG SAID WEST LINE A DISTANCE OF 84.66 FEET TO THE SOUTH LINE OF SAID NORTH HALF;

THENCE SOUTH 87°38'29" EAST ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 1314.87 FEET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER;

THENCE NORTH 01°28'31" EAST ALONG SAID EAST LINE A DISTANCE OF 80.83 FEET;
 THENCE NORTH 77°24'31" WEST A DISTANCE OF 25.06 FEET;
 THENCE NORTH 88°09'30" WEST A DISTANCE OF 52.07 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST FROM WHICH ITS CENTER BEARS SOUTH 50°41'10" WEST 115.19 FEET DISTANT;
 THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°55'06" A DISTANCE OF 84.28 FEET;
 THENCE NORTH 73°51'44" WEST A DISTANCE OF 123.55 FEET;
 THENCE NORTH 88°08'54" WEST A DISTANCE OF 149.87 FEET;
 THENCE SOUTH 89°03'25" WEST A DISTANCE OF 98.75 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTH FROM WHICH ITS CENTER BEARS SOUTH 03°34'58" EAST 118.21 FEET DISTANT;
 THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°26'35" A DISTANCE OF 54.56 FEET;
 THENCE SOUTH 58°05'23" WEST A DISTANCE OF 65.54 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTH FROM WHICH ITS CENTER BEARS SOUTH 46°23'27" WEST 117.50 FEET DISTANT;
 THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°56'58" A DISTANCE OF 129.10 FEET;
 THENCE NORTH 76°01'12" WEST A DISTANCE OF 46.98 FEET;
 THENCE NORTH 80°58'45" WEST A DISTANCE OF 72.36 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTH FROM WHICH ITS CENTER BEARS SOUTH 28°38'57" WEST 115.43 FEET DISTANT;
 THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°51'23" A DISTANCE OF 106.49 FEET;
 THENCE SOUTH 85°24'55" WEST A DISTANCE OF 59.83 FEET;
 THENCE NORTH 67°59'29" WEST A DISTANCE OF 10.00 FEET;
 THENCE NORTH 89°09'14" WEST A DISTANCE OF 58.18 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 00°10'25" EAST 114.86 FEET DISTANT;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°14'13" A DISTANCE OF 74.65 FEET;
 THENCE SOUTH 75°19'55" WEST A DISTANCE OF 26.39 FEET;
 THENCE NORTH 81°41'24" WEST A DISTANCE OF 51.04 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTH FROM WHICH ITS CENTER BEARS SOUTH 06°22'04" WEST 115.07 FEET DISTANT;
 THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°17'20" A DISTANCE OF 36.73 FEET;

THENCE SOUTH 76°05'32" WEST A DISTANCE OF 44.64 FEET TO THE WEST
LINE OF SAID SECTION AND THE POINT OF BEGINNING.

CONTAINING 167,680 SQUARE FEET OR 3.85 ACRES MORE OR LESS.

Unofficial Copy

EXHIBIT D
WETLAND AND STREAM BUFFER AREA LEGAL DESCRIPTION

WETLAND BUFFER DESCRIPTION:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1997.59 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF 1314.87 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE NORTH 01°28'31" EAST ALONG SAID EAST LINE A DISTANCE OF 222.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°28'31" EAST ALONG THE EAST LINE OF SAID WEST HALF A DISTANCE OF 442.35 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 87°35'13" WEST ALONG SAID NORTH LINE A DISTANCE OF 656.29 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 01°34'29" EAST ALONG SAID EAST LINE A DISTANCE OF 221.35 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 15°03'37" EAST 567.50 FEET DISTANT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°06'36" A DISTANCE OF 179.38 FEET; THENCE NORTH 33°10'13" WEST A DISTANCE OF 2.43 FEET; THENCE SOUTH 54°33'51" WEST A DISTANCE OF 4.89 FEET; THENCE NORTH 35°38'42" WEST A DISTANCE OF 10.25 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 33°41'49" EAST 580.00 FEET DISTANT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°38'44" A DISTANCE OF 117.89 FEET TO A POINT HERINAFTER KNOWN AS POINT 'A'; THENCE SOUTH 44°39'27" WEST A DISTANCE OF 159.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 320.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°04'08" A DISTANCE OF 17.14 FEET;

THENCE SOUTH 22°44'56" EAST A DISTANCE OF 44.59 FEET;
 THENCE SOUTH 30°55'48" EAST A DISTANCE OF 17.21 FEET;
 THENCE SOUTH 41°35'59" EAST A DISTANCE OF 12.04 FEET;
 THENCE SOUTH 50°17'24" EAST A DISTANCE OF 11.99 FEET TO A NON-
 RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE
 NORTHEAST FROM WHICH ITS CENTER BEARS NORTH 66°06'17" EAST 90.90
 FEET DISTANT;
 THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 39°20'29" A DISTANCE OF 62.41 FEET;
 THENCE NORTH 88°11'10" EAST A DISTANCE OF 205.66 FEET;
 THENCE NORTH 71°35'56" EAST A DISTANCE OF 45.20 FEET;
 THENCE NORTH 56°55'21" EAST A DISTANCE OF 53.54 FEET;
 THENCE NORTH 76°24'27" EAST A DISTANCE OF 43.95 FEET;
 THENCE NORTH 85°29'45" EAST A DISTANCE OF 68.79 FEET;
 THENCE NORTH 31°15'08" EAST A DISTANCE OF 38.59 FEET;
 THENCE NORTH 75°59'51" EAST A DISTANCE OF 4.12 FEET;
 THENCE NORTH 45°02'01" EAST A DISTANCE OF 2.83 FEET;
 THENCE SOUTH 89°57'59" EAST A DISTANCE OF 8.00 FEET;
 THENCE SOUTH 56°16'34" EAST A DISTANCE OF 57.69 FEET;
 THENCE NORTH 87°32'51" EAST A DISTANCE OF 46.10 FEET TO A NON-
 RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE
 NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 31°27'22" WEST 92.53
 FEET DISTANT;
 THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 25°54'28" A DISTANCE OF 41.84 FEET;
 THENCE SOUTH 74°30'29" EAST A DISTANCE OF 18.51 FEET;
 THENCE SOUTH 64°11'34" EAST A DISTANCE OF 19.45 FEET;
 THENCE SOUTH 14°28'40" WEST A DISTANCE OF 16.17 FEET;
 THENCE SOUTH 05°23'22" WEST A DISTANCE OF 11.94 FEET;
 THENCE SOUTH 39°07'38" EAST A DISTANCE OF 55.60 FEET;
 THENCE SOUTH 28°53'34" EAST A DISTANCE OF 43.42 FEET;
 THENCE SOUTH 14°00'09" EAST A DISTANCE OF 12.37 FEET;
 THENCE SOUTH 89°57'59" EAST A DISTANCE OF 28.00 FEET;
 THENCE SOUTH 02°05'15" EAST A DISTANCE OF 27.02 FEET;
 THENCE SOUTH 42°32'39" WEST A DISTANCE OF 32.56 FEET;
 THENCE SOUTH 36°09'47" WEST A DISTANCE OF 4.59 FEET;
 THENCE SOUTH 64°24'01" EAST A DISTANCE OF 28.49 FEET;
 THENCE SOUTH 00°02'01" WEST A DISTANCE OF 91.00 FEET TO A NON-
 RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE
 NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 86°57'53" WEST
 132.51 FEET DISTANT;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 40°26'42" A DISTANCE OF 93.54 FEET TO THE 2008 KING
 COUNTY URBAN GROWTH BOUNDARY LINE AS DEFINED BY KING COUNTY
 ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED

JULY 21, 2010. UNDER RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON;
THENCE SOUTH 82°50'28" EAST ALONG SAID URBAN GROWTH BOUNDARY A DISTANCE OF 208.74 FEET;
THENCE SOUTH 85°34'05" EAST ALONG SAID URBAN GROWTH BOUNDARY A DISTANCE OF 90.18 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

COMMENCING AT AFORESAID POINT 'A':

THENCE NORTH 47°31'03" WEST A DISTANCE OF 40.03 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 44°39'27" WEST A DISTANCE OF 157.94 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 280.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°48'38" A DISTANCE OF 33.28 FEET;

THENCE NORTH 38°31'55" WEST A DISTANCE OF 10.00 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE EAST FROM WHICH ITS CENTER BEARS NORTH 19°42'18" EAST 105.01 FEET DISTANT;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 108°34'35" A DISTANCE OF 199.00 FEET TO A POINT OF CUSP WITH AN ARC OF A CURVE CONCAVE TO THE EAST, SOUTH, AND WEST FROM WHICH ITS CENTER BEARS NORTH 37°07'34" EAST 88.53 FEET DISTANT;

THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 250°05'37" A DISTANCE OF 386.43 FEET TO A POINT OF CUSP WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST FROM WHICH ITS CENTER BEARS SOUTH 25°31'43" WEST 105.78 FEET DISTANT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°00'47" A DISTANCE OF 97.87 FEET TO A POINT OF CUSP WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 44°54'54" EAST 718.12 FEET DISTANT;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°26'46" A DISTANCE OF 5.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH 44°59'39" EAST 730.00 FEET DISTANT;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°20'54" A DISTANCE OF 4.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 303.749 SQUARE FEET OR 6.97 ACRES MORE OR LESS.

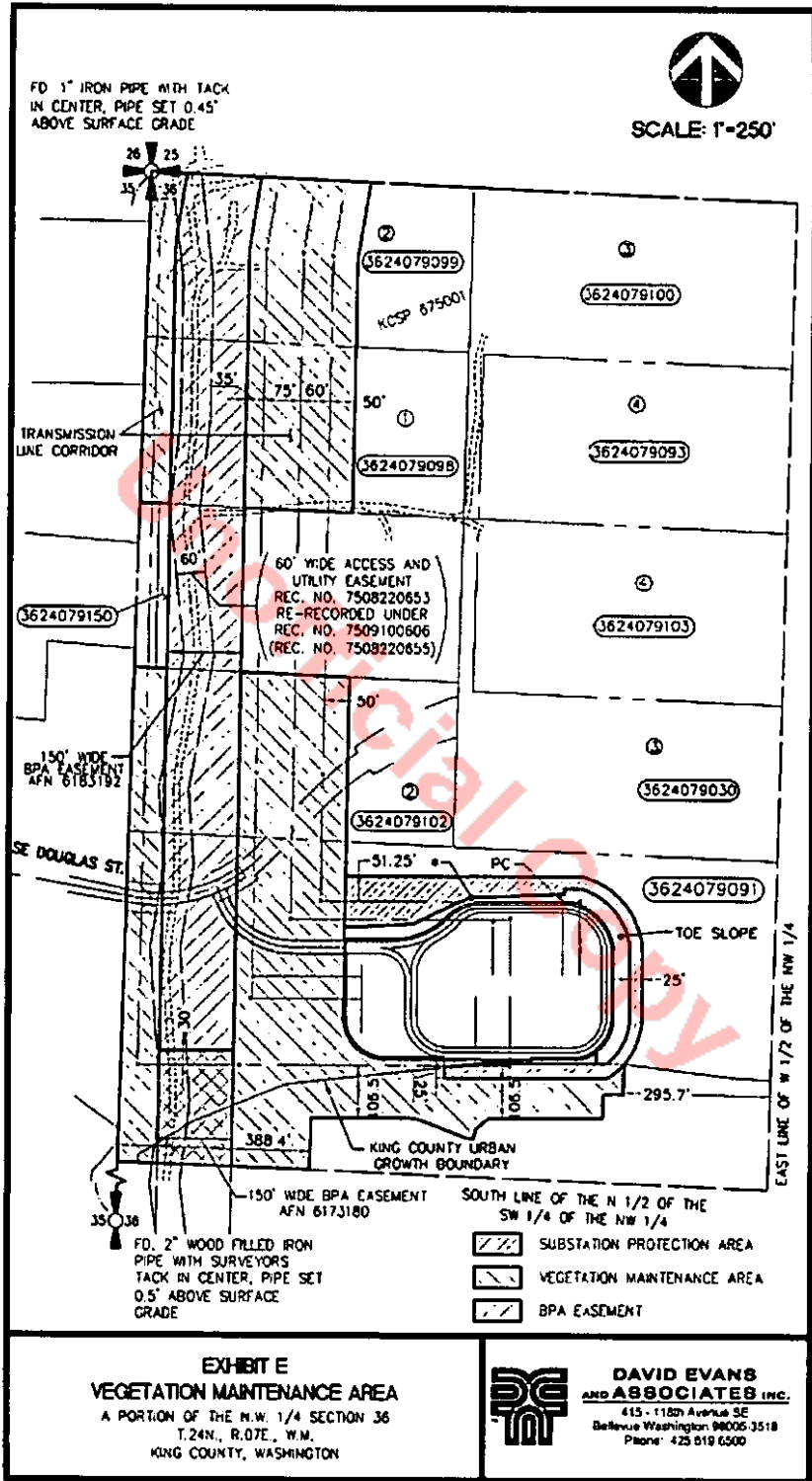
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N33°10'13"W	2.43
L2	S54°33'51"W	4.89
L3	N35°36'42"W	10.25
L4	S22°44'56"E	44.59
L5	S30°55'48"E	17.21
L6	S41°38'59"E	12.04
L7	S50°17'24"E	11.89
L8	N75°59'51"E	4.12
L9	N45°02'01"E	2.83
L10	S89°57'59"E	8.00
L11	S56°16'34"E	57.69
L12	S74°30'29"E	18.51
L13	S64°11'34"E	19.45
L14	S14°28'40"W	16.17
L15	S05°23'22"W	11.94
L16	S89°57'59"E	28.00
L17	S02°05'15"E	27.02
L18	S42°32'39"W	32.56
L19	S64°24'01"E	28.49
L20	N47°31'03"W	40.03
L21	N77°24'31"W	25.06
L22	N88°09'30"W	52.07
L23	S58°05'23"W	65.54
L24	N70°01'12"W	45.98
L25	N80°58'45"W	72.36
L26	S85°24'55"W	59.83
L27	N67°59'29"W	10.00
L28	N89°09'14"W	58.18
L29	S75°19'55"W	26.39
L30	N81°41'24"W	51.04
L31	S76°05'32"W	44.64

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	25°54'28"	92.53	41.84
C2	40°26'42"	132.51	93.54
C3	6°48'38"	280.00	33.28
C4	108°34'35"	105.01	199.00
C5	53°00'47"	105.78	97.87
C6	41°55'06"	115.19	84.28
C7	26°26'35"	118.21	54.56
C8	62°56'58"	117.50	129.10
C9	52°51'23"	115.43	106.49
C10	37°14'13"	114.86	74.65
C11	18°17'20"	115.07	36.73

EXHIBIT D (SHEET 3)
WETLAND AND STREAM BUFFER AREA
LEGAL DESCRIPTION
A PORTION OF THE N.W. 1/4 SECTION 36
T.24N., R.07E., W.M.
KING COUNTY, WASHINGTON



DAVID EVANS
AND ASSOCIATES INC.
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.518.6500



**EXHIBIT E
VEGETATION MAINTENANCE AREA LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, 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, 2,663.46 FEET DISTANT;

THENCE SOUTH 87°28'37" EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 72.36 FEET TO THE WESTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6183192, RECORDS OF SAID COUNTY;

THENCE SOUTH 09°21'50" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 138.20 FEET;

THENCE SOUTH 00°52'30" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 528.73 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE NORTH 87°31'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 61.24 FEET TO THE WEST LINE OF SECTION 36;

THENCE NORTH 01°40'27" EAST ALONG SAID WEST LINE A DISTANCE OF 665.86 FEET TO THE NORTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH 87°28'37" EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 223.44 FEET TO THE EASTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 87°28'37" EAST ALONG SAID NORTH LINE A DISTANCE OF 221.58 FEET TO A POINT LYING 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN;

THENCE SOUTH 09°21'50" WEST ALONG A LINE PARALLEL WITH AND 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A DISTANCE OF 155.13 FEET;

THENCE SOUTH 00°52'30" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 511.56 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE NORTH 87°31'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 220.09 FEET TO SAID EASTERLY MARGIN;
THENCE NORTH 00°52'30" EAST ALONG SAID MARGIN A DISTANCE OF 521.77 FEET;
THENCE NORTH 09°21'50" EAST ALONG SAID EASTERLY MARGIN A DISTANCE OF 145.07 FEET TO THE NORTH LINE OF SAID SECTION AND THE POINT OF BEGINNING;

TOGETHER WITH:
THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, AND THAT PORTION OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717 RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

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 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID LOT 2 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°40'27" WEST ALONG SAID WEST LINE A DISTANCE OF 998.80 FEET TO THE SOUTH LINE OF SAID NORTH HALF;
THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF 388.43 FEET;

THENCE NORTH 01°40'27" EAST A DISTANCE OF 105.54 FEET;

THENCE NORTH 89°53'51" EAST A DISTANCE OF 205.50 FEET;

THENCE SOUTH 73°55'17" EAST A DISTANCE OF 9.99 FEET;

THENCE SOUTH 71°13'34" EAST A DISTANCE OF 29.84 FEET;

THENCE SOUTH 67°55'15" EAST A DISTANCE OF 54.50 FEET;

THENCE SOUTH 70°24'11" EAST A DISTANCE OF 19.98 FEET;

THENCE SOUTH 84°16'43" EAST A DISTANCE OF 14.51 FEET;

THENCE NORTH 14°24'11" EAST A DISTANCE OF 21.17 FEET;

THENCE NORTH 51°37'49" EAST A DISTANCE OF 27.53 FEET;

THENCE NORTH 61°34'02" EAST A DISTANCE OF 7.76 FEET;

THENCE NORTH 89°53'51" EAST A DISTANCE OF 229.44 FEET;

THENCE NORTH 00°00'14" WEST A DISTANCE OF 47.30 FEET;

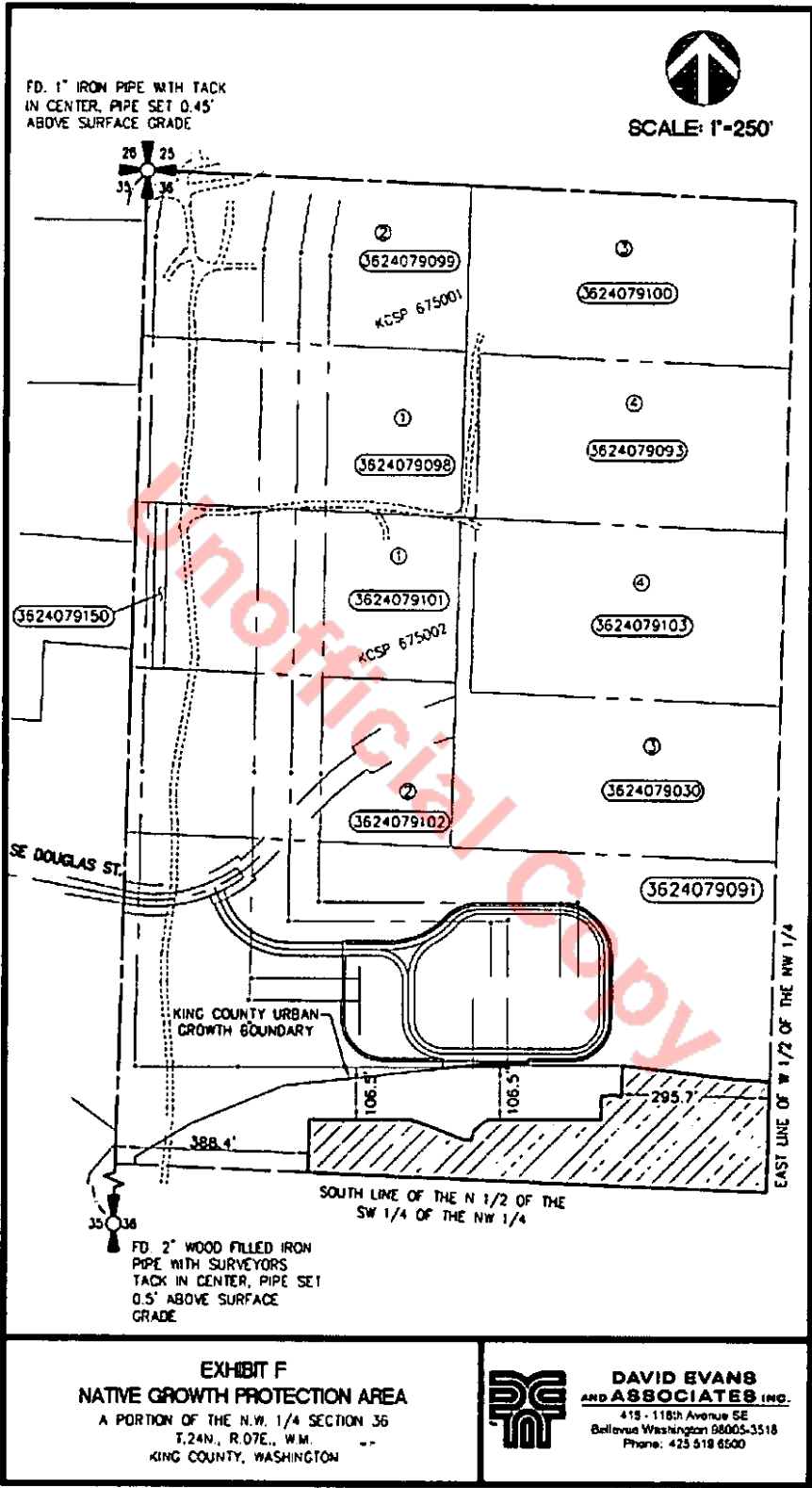
THENCE NORTH 85°09'23" EAST A DISTANCE OF 27.51 FEET;

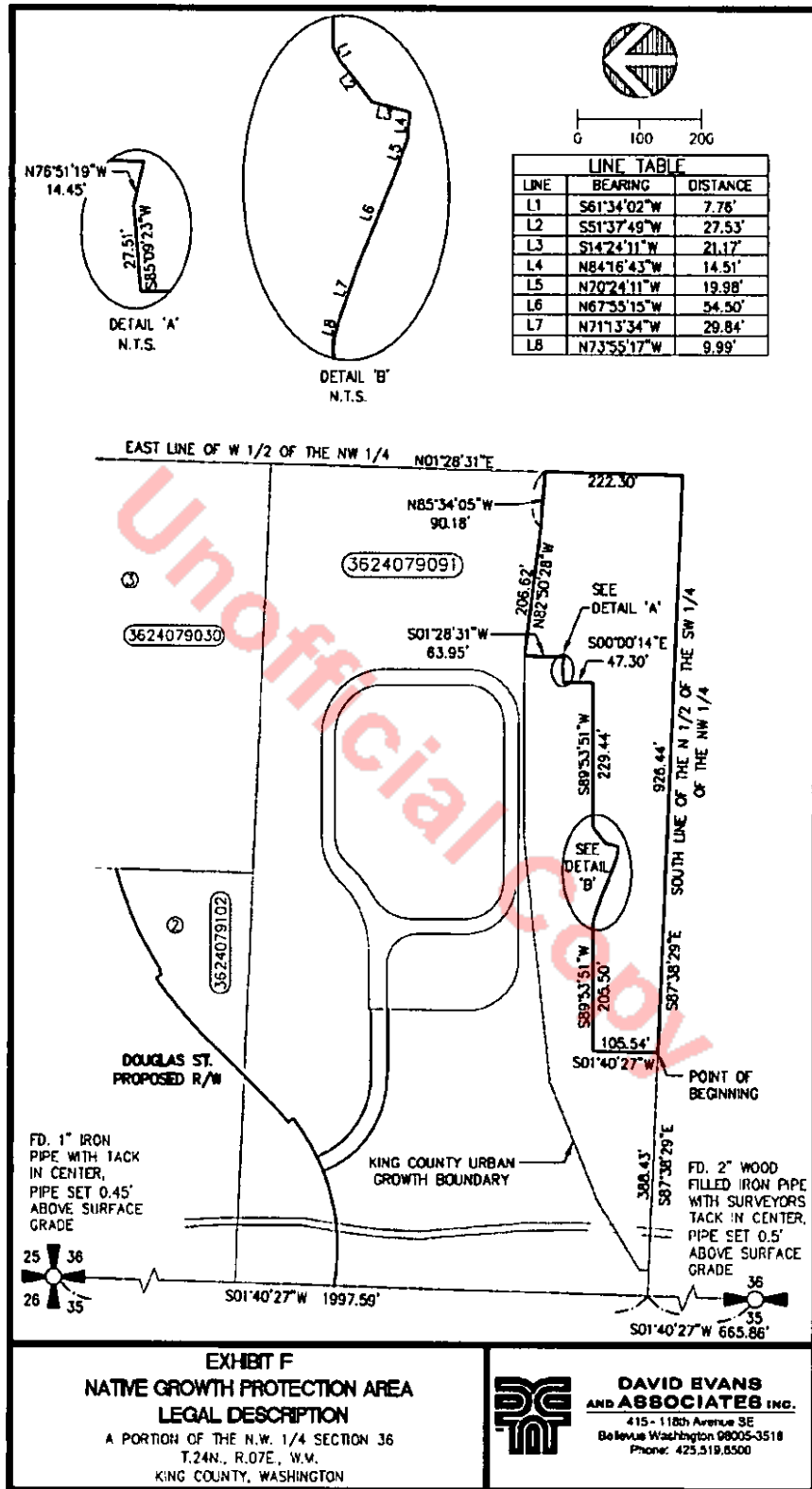
THENCE SOUTH 76°51'19" EAST A DISTANCE OF 14.45 FEET;

THENCE NORTH 01°28'31" EAST A DISTANCE OF 63.95 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY LINE AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO. 20100721900002, RECORDS OF

KING COUNTY, WASHINGTON, AND A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 48°52'36" WEST 141.60 FEET DISTANT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°17'38" A DISTANCE OF 45.21 FEET; THENCE SOUTH 89°54'29" WEST A DISTANCE OF 330.38 FEET; THENCE NORTH 00°01'43" WEST A DISTANCE OF 37.43 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 119.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°56'05" A DISTANCE OF 134.90 FEET; THENCE NORTH 01°03'24" EAST A DISTANCE OF 155.31 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 1.27 FEET TO A POINT 220.00 FEET EASTERLY OF THE EASTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6183192, RECORDS OF SAID COUNTY; THENCE NORTH 00°52'30" EAST ALONG A LINE PARALLEL WITH AND 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A DISTANCE OF 529.24 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 87°33'34" WEST ALONG SAID NORTH LINE OF SAID LOT 2 A DISTANCE OF 220.08 FEET TO SAID EASTERLY MARGIN; THENCE SOUTH 00°52'30" WEST ALONG SAID EASTERLY MARGIN A DISTANCE OF 763.42 FEET; THENCE SOUTH 89°54'29" WEST A DISTANCE OF 150.02 FEET TO THE WESTERLY MARGIN OF SAID RIGHT OF WAY; THENCE NORTH 00°52'30" EAST ALONG SAID WESTERLY MARGIN A DISTANCE OF 770.05 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 87°33'34" WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 65.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 564,236 SQUARE FEET OR 12.95 ACRES MORE OR LESS.





**EXHIBIT F
NATIVE GROWTH PROTECTION AREA LEGAL DESCRIPTION**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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, 2,663.46 FEET DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID WEST LINE OF SAID SECTION, A DISTANCE OF 1997.59 FEET TO THE SOUTH LINE OF SAID NORTH HALF;

THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF 388.43 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF 926.44 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH 01°28'31" EAST ALONG SAID EAST LINE A DISTANCE OF 222.30 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY LINE AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO.

20100721900002, RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG SAID URBAN GROWTH BOUNDARY NORTH 85°34'05" WEST A DISTANCE OF 90.18 FEET;

THENCE CONTINUING ALONG SAID URBAN GROWTH BOUNDARY NORTH 82°50'28" WEST A DISTANCE OF 206.62 FEET;

THENCE SOUTH 01°28'31" WEST A DISTANCE OF 63.95 FEET;

THENCE NORTH 76°51'19" WEST A DISTANCE OF 14.45 FEET;

THENCE SOUTH 85°09'23" WEST A DISTANCE OF 27.51 FEET;

THENCE SOUTH 00°00'14" EAST A DISTANCE OF 47.30 FEET;

THENCE SOUTH 89°53'51" WEST A DISTANCE OF 229.44 FEET;

THENCE SOUTH 61°34'02" WEST A DISTANCE OF 7.76 FEET;

THENCE SOUTH 51°37'49" WEST A DISTANCE OF 27.53 FEET;

THENCE SOUTH 14°24'11" WEST A DISTANCE OF 21.17 FEET;

THENCE NORTH 84°16'43" WEST A DISTANCE OF 14.51 FEET;

THENCE NORTH 70°24'11" WEST A DISTANCE OF 19.98 FEET;

THENCE NORTH 67°55'15" WEST A DISTANCE OF 54.50 FEET;

THENCE NORTH 71°13'34" WEST A DISTANCE OF 29.84 FEET;

THENCE NORTH 73°55'17" WEST A DISTANCE OF 9.99 FEET;

THENCE SOUTH 89°53'51" WEST A DISTANCE OF 205.50 FEET;

THENCE SOUTH 01°40'27" WEST A DISTANCE OF 105.54 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING.

CONTAINING 142,286 SQUARE FEET OR 3.27 ACRES MORE OR LESS.

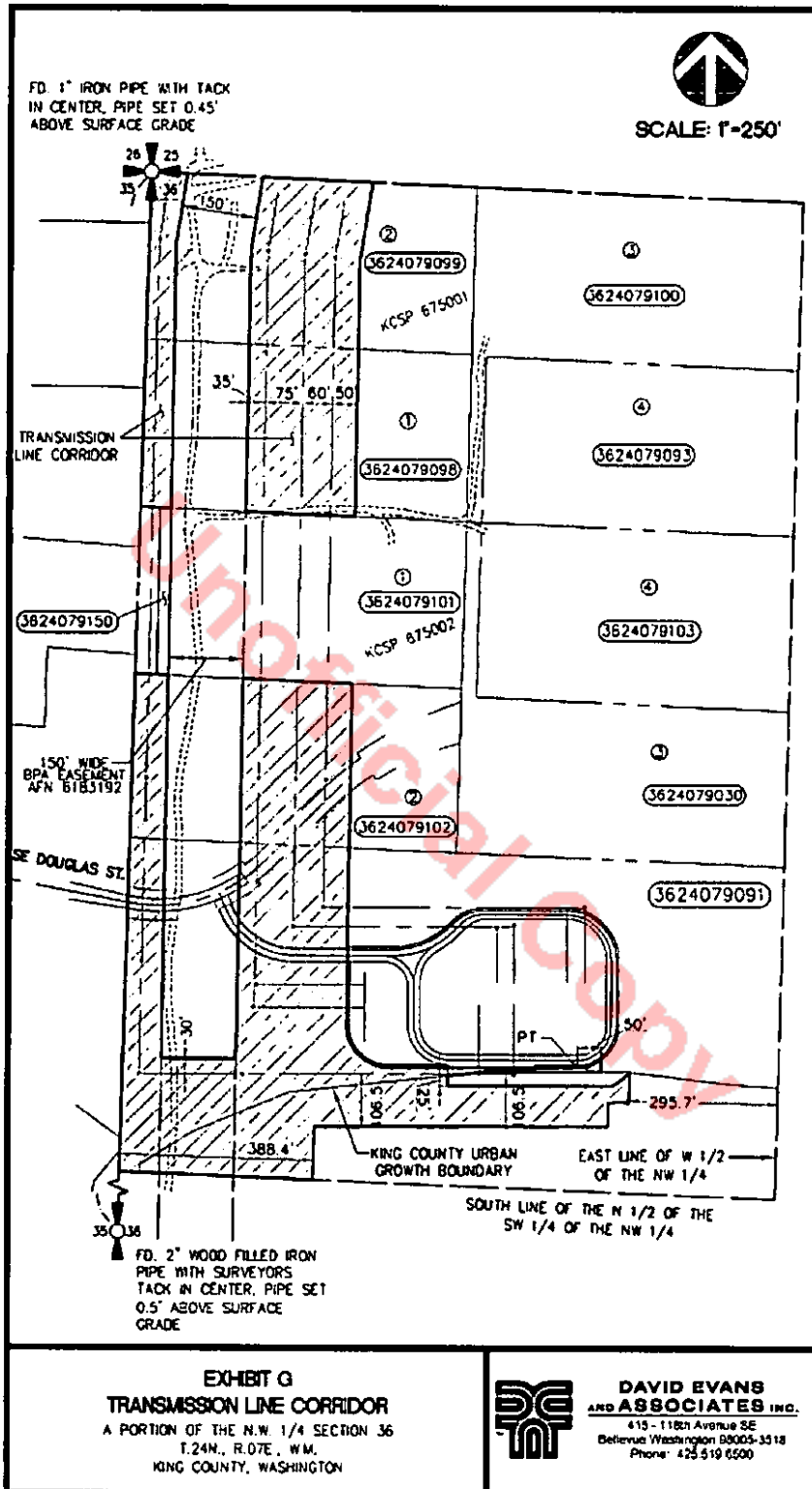


EXHIBIT G
TRANSMISSION LINE CORRIDOR
 A PORTION OF THE N.W. 1/4 SECTION 36
 T.24N., R.07E., W.M.,
 KING COUNTY, WASHINGTON



**DAVID EVANS
 AND ASSOCIATES INC.**
 415 - 118th Avenue SE
 Bellevue, Washington 98005-3518
 Phone: 425 519 6500

**EXHIBIT G
TRANSMISSION LINE CORRIDOR LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, 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, 2,663.46 FEET DISTANT;

THENCE SOUTH 87°28'37" EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 72.36 FEET TO THE WESTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6183192, RECORDS OF SAID COUNTY;

THENCE SOUTH 09°21'50" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 138.20 FEET;

THENCE SOUTH 00°52'30" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 528.73 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE NORTH 87°31'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 61.24 FEET TO THE WEST LINE OF SECTION 36;

THENCE NORTH 01°40'27" EAST ALONG SAID WEST LINE A DISTANCE OF 665.86 FEET TO THE NORTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH 87°28'37" EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 223.44 FEET TO THE EASTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 87°28'37" EAST ALONG SAID NORTH LINE A DISTANCE OF 221.58 FEET TO A POINT LYING 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN;

THENCE SOUTH 09°21'50" WEST ALONG A LINE PARALLEL WITH AND 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A DISTANCE OF 155.13 FEET;

THENCE SOUTH 00°52'30" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 511.56 FEET TO THE SOUTH LINE OF SAID LOT 1;
THENCE NORTH 87°31'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 220.09 FEET TO SAID EASTERLY MARGIN;
THENCE NORTH 00°52'30" EAST ALONG SAID MARGIN A DISTANCE OF 521.77 FEET;
THENCE NORTH 09°21'50" EAST ALONG SAID EASTERLY MARGIN A DISTANCE OF 145.07 FEET TO THE NORTH LINE OF SAID SECTION AND THE POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, AND THAT PORTION OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717 RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

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 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID LOT 2 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°40'27" WEST ALONG SAID WEST LINE A DISTANCE OF 998.80 FEET TO THE SOUTH LINE OF SAID NORTH HALF;
THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF 388.43 FEET;

THENCE NORTH 01°40'27" EAST A DISTANCE OF 105.54 FEET;

THENCE NORTH 89°53'51" EAST A DISTANCE OF 590.25 FEET;

THENCE NORTH 00°00'14" WEST A DISTANCE OF 47.30 FEET;

THENCE NORTH 85°09'23" EAST A DISTANCE OF 27.51 FEET;

THENCE SOUTH 76°51'19" EAST A DISTANCE OF 14.45 FEET;

THENCE NORTH 01°28'31" EAST A DISTANCE OF 63.95 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY LINE AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON, AND A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 48°52'36" WEST 141.60 FEET DISTANT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°17'38" A DISTANCE OF 45.21 FEET;

THENCE SOUTH 89°54'29" WEST A DISTANCE OF 330.38 FEET;

THENCE NORTH 00°01'43" WEST A DISTANCE OF 21.57 FEET TO SAID URBAN GROWTH BOUNDARY;
THENCE NORTH 84°01'25" EAST ALONG SAID URBAN GROWTH BOUNDARY A DISTANCE OF 78.46 FEET;
THENCE SOUTH 89°57'59" EAST ALONG SAID URBAN GROWTH BOUNDARY A DISTANCE OF 230.31 FEET;
THENCE NORTH 00°00'00" WEST A DISTANCE OF 24.09 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 36°01'55" WEST 85.00 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°01'55" A DISTANCE OF 53.45 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 377.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 85.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°56'05" A DISTANCE OF 134.90 FEET;
THENCE NORTH 01°03'24" EAST A DISTANCE OF 155.31 FEET;
THENCE SOUTH 90°00'00" WEST A DISTANCE OF 1.27 FEET TO A POINT 220.00 FEET EASTERLY OF THE EASTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6183192, RECORDS OF SAID COUNTY;
THENCE NORTH 00°52'30" EAST ALONG A LINE PARALLEL WITH AND 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A DISTANCE OF 529.24 FEET TO THE NORTH LINE OF SAID LOT 2;
THENCE NORTH 87°33'34" WEST ALONG SAID NORTH LINE OF SAID LOT 2 A DISTANCE OF 220.08 FEET TO SAID EASTERLY MARGIN;
THENCE SOUTH 00°52'30" WEST ALONG SAID EASTERLY MARGIN A DISTANCE OF 763.42 FEET;
THENCE SOUTH 89°54'29" WEST A DISTANCE OF 150.02 FEET TO THE WESTERLY MARGIN OF SAID RIGHT OF WAY;
THENCE NORTH 00°52'30" EAST ALONG SAID WESTERLY MARGIN A DISTANCE OF 770.05 FEET TO THE NORTH LINE OF SAID LOT 2;
THENCE NORTH 87°33'34" WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 65.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 564,118 SQUARE FEET OR 12.95 ACRES MORE OR LESS.

EXHIBIT H

Vegetation Maintenance Activities and Mitigation

Description of Allowed Vegetation Maintenance Activities and Mitigation

A. Native Growth Protection Area (see Covenant and Easement Exhibit F)

The **Native Growth Protection Area** is an area for the preservation of existing and any supplemental native vegetation, both for slope protection and to provide Perimeter Buffer function for properties located to the south outside of the City UGA. Consistent with the terms of this **Covenant and Easement**, no vegetation shall be removed from this area. The buffer and slope protection functions in this area shall be enhanced by planting in the “gaps” near the top of the slope in the northernmost portion of this area, at locations and with plant species that shall be reviewed and approved by the City prior to planting. Prior to any replacement plantings in this area, PSE shall meet with the City and the City’s arborist in the field to identify the locations and appropriate mix and size of plant species that should be planted to fill in the gaps in the **Native Growth Protection Area**. The choice of plant species and the requirements for soil amendment, staking, and any other maintenance requirements shall be as determined by the City’s arborist during the field verification. Any trees in this area that are lost due to blow down or slope failure within ten (10) years from the date this **Covenant and Easement** is recorded shall be replaced in this area at a 3:1 ratio from the list of species and size of trees included in the native species list specified in section C.5 below. PSE shall be responsible for maintenance and replacing any plants that do not survive the initial planting in this area for a period of three (3) years from the date of planting.

B. Business Park Perimeter Buffer (see figure attached to this Exhibit H)

The **Business Park Perimeter Buffer** is an existing buffer area established by a Covenant and Easement for Perimeter Buffer and Trail dated April 28, 1998 (King County Recording Number 9804292471) directly west and northwest of the annexation area. The purpose of this buffer area is to provide screening of the Business Park uses and structures from the adjacent rural area. To mitigate for screening impacts from removal of vegetation in the **Vegetation Maintenance Areas** where new transmission lines will be constructed, PSE shall plant additional trees and shrubs in the **Business Park Perimeter Buffer** in the “gaps” within the entire length of the buffer at locations and with plant species that shall be reviewed and approved by the City prior to planting. Prior to any replacement plantings in this area, PSE shall meet with the City and the City’s arborist in the field to identify the locations and appropriate mix and size of plant species that should be planted to fill in the gaps in the **Business Park Perimeter Buffer**. The choice of plant species and the requirements for soil amendment, staking, and any other maintenance requirements shall be as determined by the City’s arborist during the field verification. PSE shall be responsible for maintenance and replacing any plants that do not survive the initial planting in this area for a period of three (3) years from the date of planting.

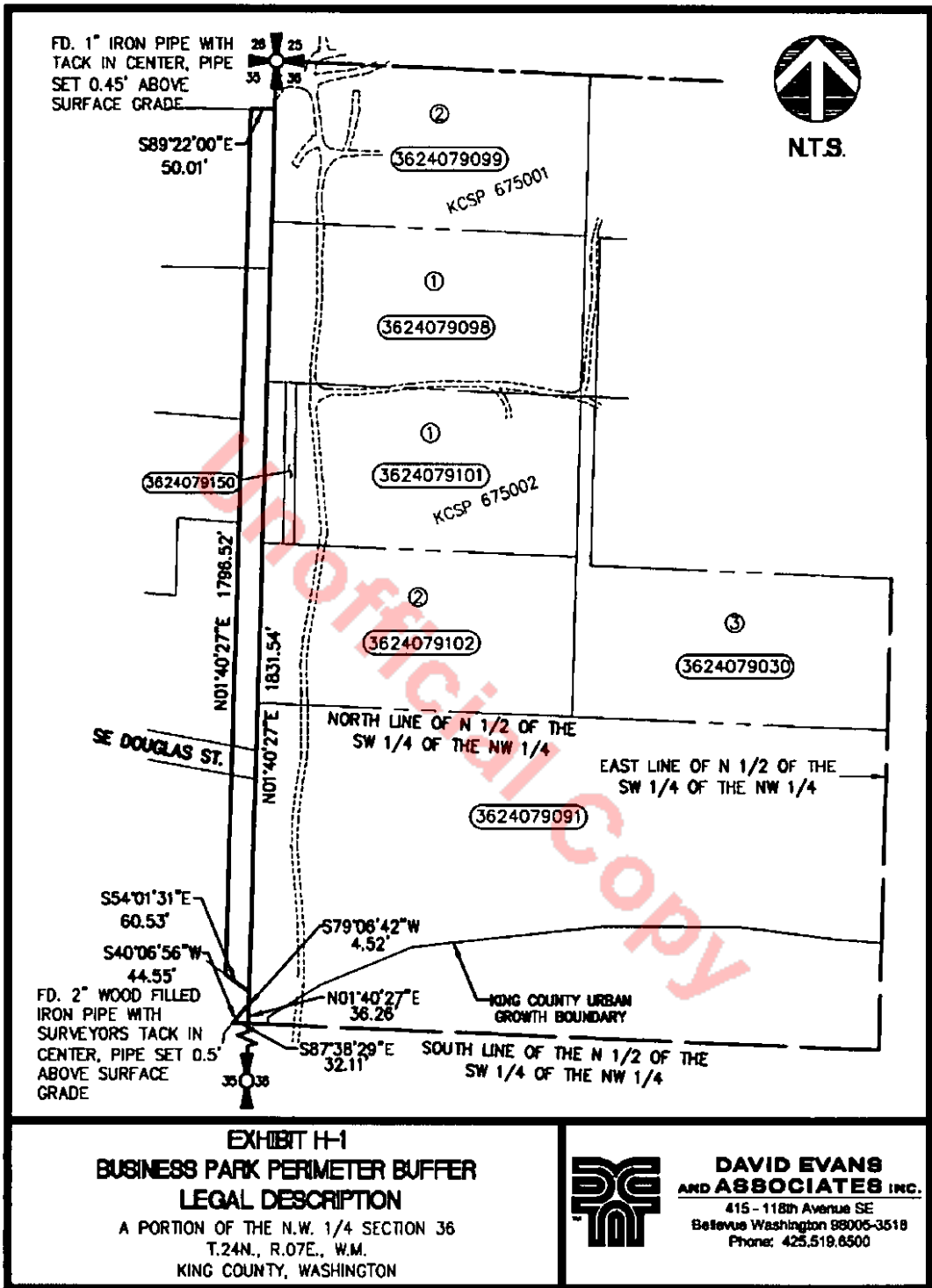
C. Vegetation Maintenance Area (see Covenant and Easement Exhibit E and figure attached to this Exhibit H)

The **Vegetation Maintenance Area** reflects the area where vegetation must be removed and

maintained for construction and operation of the **Substation** and to provide electrical and operating clearances for existing, planned, and potential future transmission lines and for installation and maintenance of power line poles. The **Vegetation Maintenance Area** falls into three subcategories: (1) **Substation Protection Area**, (2) **Planned Transmission Line Area**, and (3) **Potential Future Transmission Line Area**. The following standards apply to all of the **Vegetation Maintenance Areas**, except as further described below for each subcategory. For any areas that are also located with the Wetlands, Streams or Wetland or Stream Buffers shown on **Exhibit D** to this **Covenant and Easement**, the requirements of the Wetland and Stream Mitigation Plan dated October 2009 and the Addendum thereto dated February 2010 (**Exhibit 13** to the Pre-annexation Development Agreement) shall control. A copy of this Mitigation Plan can be reviewed at the **City of Snoqualmie Planning Department Offices**.

1. Vegetation Removal and Mitigation Generally. In this area all vegetation species with the potential to grow to mature heights exceeding standards provided by North American Electric Reliability Corporation (“NERC”), currently 15 feet in the vicinity of planned 230 kV lines and 25 feet in the vicinity of planned 115 kV lines, may be removed, at **PSE’s** discretion, to, at, or near ground level. Stumps and root structure shall not be removed unless removal is required to prevent future growth to a height that will exceed the mature height limits specified in this subsection, or is required to provide access to and installation and maintenance of poles. Understory vegetation species that are not expected to exceed heights of 15 feet near planned 230 kV lines and 25 feet near planned 115 kV lines, will be allowed to fill in the area after initial removal. Taller growing species will not be allowed to re-establish themselves and will selectively be removed. Replacement planting for vegetation removed shall be provided either in the **Native Growth Protection Area**, as described in section A above, or in the **Business Park Perimeter Buffer** as described in section B above. Mitigation planting shall occur within one growing season of construction. Prior to mitigation planting, **PSE** and the **City** arborist shall meet in the field to identify appropriate locations, species mix, sizes, and any other planting specifications for each enhancement planting location with the **Native Growth Protections Area** or the **Business Park Perimeter Buffer**. Locations and species of mitigation planting should generally be selected to maximize screening benefit, minimize impact to existing vegetation, and maximize likelihood of survival. Mitigation plantings shall then be installed consistent with the location, species, sizes, and planting specifications established during the field visit.
2. Snags for habitat. In addition to trees to be cut and retained as snags in the manner specified in the Wetland and Stream Mitigation Plan, trees will be cut and retained as snags in other areas within the **Vegetation Maintenance Area**. This would include around 10 to 15 snags per acre primarily located in proximity to the sensitive areas and their associated buffers as these locations will provide the greatest habitat value. These snags will be girdled and topped at heights varying between 50% and 100% of their allowable heights (15 feet near planned 230 kV lines and 25 feet near planned 115 kV lines), in order to provide a more natural appearance.
3. Maintenance for invasive species. **PSE** shall be responsible for management and removal of invasive species in the Wetland, Stream and Sensitive Area buffers identified in **Exhibit D** to this **Covenant and Easement** and shall also be responsible for management and removal of invasive species in any other portions of the **Vegetation Maintenance Area** or **Native Growth Protection Area** where **PSE** has removed or planted vegetation. The time period for such maintenance responsibility shall be as provided in the Wetland Mitigation Plan approved by the **City** (**Exhibit 13** to the Pre-Annexation Development Agreement).
4. Description of vegetation management in specific subareas:

- a. **Substation Protection Area.** Taller growing plant species that might endanger the substation or fence and lower growing species that may inhibit the security of the facility (i.e., plants that grow in excess of approximately 4 feet in mature height) will be removed to, at, or near ground level (provided that stumps and root structure shall not be removed unless removal is required to avoid future growth to heights that will endanger the substation or fence).
 - b. **Planned Transmission Lines.** Vegetation in this area will be managed and maintained as described for all **Vegetation Maintenance Areas** above.
 - c. **Potential Future Transmission Lines.** (Relocation of Tanner line currently existing in **BPA Easement** & a new line east of the **BPA Easement** to the south of the **Substation**). Taller growing plant species that are currently less than 25 feet in height will be retained within this **Vegetation Maintenance Area** until such time (if ever) that these **Potential Future Transmission Lines** are constructed. This area will be managed to allow and encourage lower-growing native species to fill in, such that if or when the taller species need to be removed to permit construction of the **Potential Future Transmission Lines**, lower-growing species will be established. At the time of any such future construction, the vegetation removal, replacement, and maintenance shall be as described above for the **Planned Transmission Lines** construction.
 - d. **Wetland & Stream and Related Buffers** (see **Exhibit D**). The area will be replanted in accordance with the Wetland Mitigation Plan. A copy of the Wetland Mitigation Plan dated October 2009 and the Addendum thereto dated February 2010 is **Exhibit 13** to the Pre-Annexation Agreement between **PSE** and the **City** dated _____, and is available for review at the **City of Snoqualmie Planning Department Offices**. If the **City Hearing Examiner**, or **King County DDES** impose wetland or stream buffer mitigation requirements that are different than those contained in **Exhibit 13** of the Pre-Annexation Development Agreement, then, pursuant to the terms of the **Pre-Annexation Development Agreement**, those different conditions shall apply.
 - e. Where the **Vegetation Maintenance Area** is coincident with the **Perimeter Buffer** (see **Exhibit C**), areas being maintained to provide clearance for **Planned Transmission Lines** will be enhanced with additional plantings of lower-growing plant species from the list of native trees that will not grow above the 15 and 25-foot height limits specified for transmission lines (e.g., vine maples, serviceberry, and native Dogwood) and native shrubs and native groundcovers listed in section C.5 below. Vegetation in other areas will not be removed until necessary to provide clearance for **Potential Future Transmission Lines**. If this area is cleared in the future, it will be enhanced with planting in the same manner as the **Planned Transmission Lines** to support perimeter buffer screening functions. **PSE** shall be responsible for maintenance and replacing any plants that do not survive the initial planting in this area for a period of three (3) years from the date of planting and shall be responsible for replacing any trees lost due to blow down or slope failure for a period of ten (10) years from the date this area is initially cleared for construction of the Initial or **Potential Future Transmission Lines**.
5. **Native Species List and Specifications:** Replacement plantings required pursuant to this **Exhibit H** shall include a mixture of native deciduous and coniferous trees, shrubs and groundcovers, identified below, or as otherwise specifically approved by the **City's** arborist. The specific type, mix, size, and spacing of species shall be:
- a. Native trees include a mixture of Douglas Fir (a combination of 5'-6' and 8'-10' B&B or container, depending on number and spacing proposed), Western Red Cedar (a combination of 5'-6' and 8'-10' B&B or container, depending on number and spacing proposed), Western Hemlock (a combination of 5'-6' and 8'-10' B&B or container, depending on number and

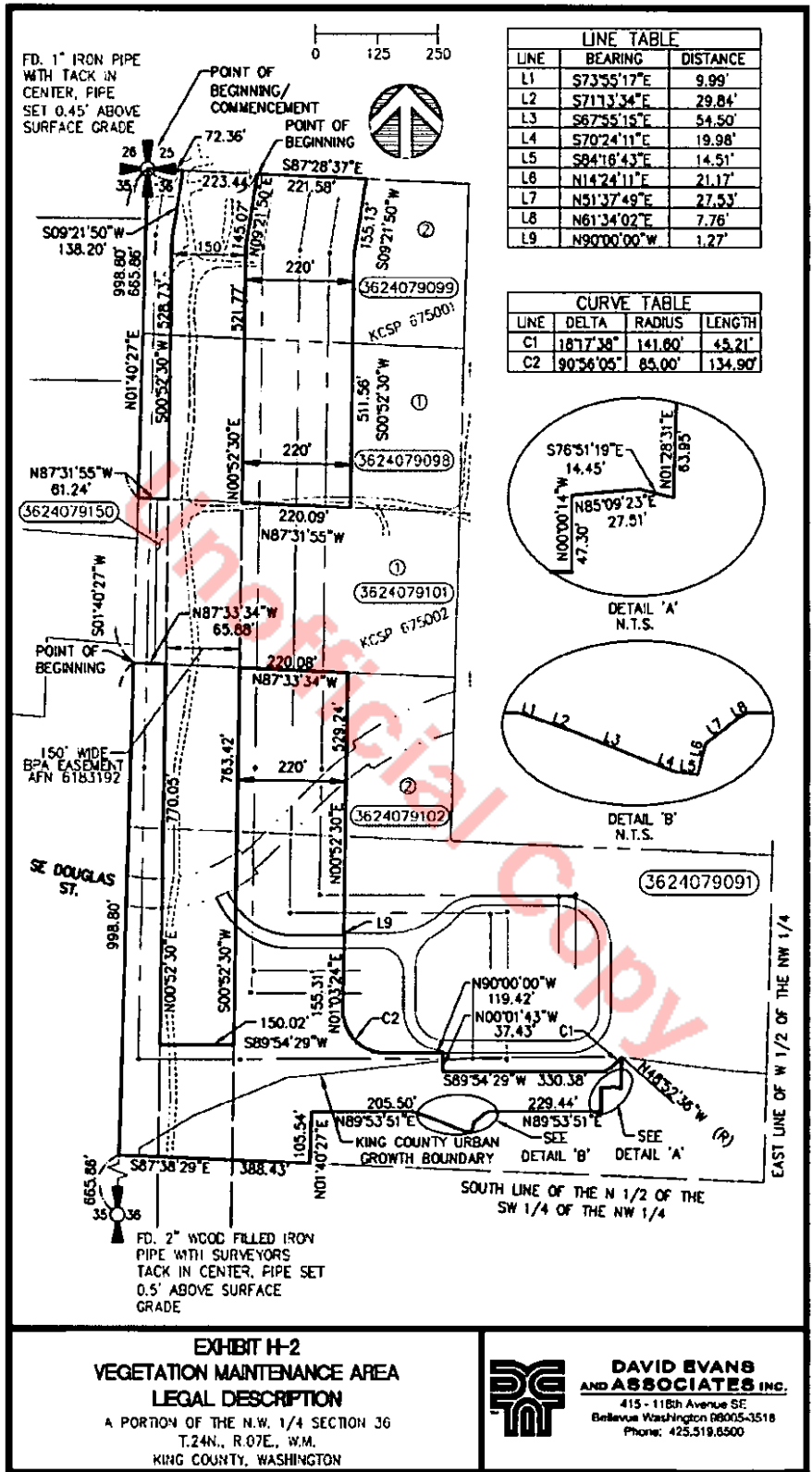


**EXHIBIT H-1
BUSINESS PARK PERIMETER BUFFER LEGAL DESCRIPTION**

THE EASTERLY 50 FEET OF LOTS 6, 7, 16, 17, AND 18 AND TRACT F, SNOQUALMIE RIDGE BINDING SITE IMPROVEMENT PLAN NO. 1, AS FILED UNDER RECORDING NO. 9805051715, AND AFFIDAVIT OF CORRECTION OF PLAT AS FILED UNDER RECORDING NO. 9805190462, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF TRACT D. SAID SNOQUALMIE RIDGE BINDING SITE IMPROVEMENT PLAN NO. 1, LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON.

CONTAINING 91,346 SQUARE FEET OR 2.10 ACRES MORE OR LESS.



**EXHIBIT H-2
VEGETATION MAINTENANCE AREA LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, 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, 2,663.46 FEET DISTANT;

THENCE SOUTH 87°28'37" EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 72.36 FEET TO THE WESTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6183192, RECORDS OF SAID COUNTY;

THENCE SOUTH 09°21'50" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 138.20 FEET;

THENCE SOUTH 00°52'30" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 528.73 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE NORTH 87°31'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 61.24 FEET TO THE WEST LINE OF SECTION 36;

THENCE NORTH 01°40'27" EAST ALONG SAID WEST LINE A DISTANCE OF 665.86 FEET TO THE NORTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH 87°28'37" EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 223.44 FEET TO THE EASTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 87°28'37" EAST ALONG SAID NORTH LINE A DISTANCE OF 221.58 FEET TO A POINT LYING 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN;

THENCE SOUTH 09°21'50" WEST ALONG A LINE PARALLEL WITH AND 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A DISTANCE OF 155.13 FEET;

THENCE SOUTH 00°52'30" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 511.56 FEET TO THE SOUTH LINE OF SAID LOT 1;
THENCE NORTH 87°31'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 220.09 FEET TO SAID EASTERLY MARGIN;
THENCE NORTH 00°52'30" EAST ALONG SAID MARGIN A DISTANCE OF 521.77 FEET;
THENCE NORTH 09°21'50" EAST ALONG SAID EASTERLY MARGIN A DISTANCE OF 145.07 FEET TO THE NORTH LINE OF SAID SECTION AND THE POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, AND THAT PORTION OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717 RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

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 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID LOT 2 AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°40'27" WEST ALONG SAID WEST LINE A DISTANCE OF 998.80 FEET TO THE SOUTH LINE OF SAID NORTH HALF;
THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF 388.43 FEET;

THENCE NORTH 01°40'27" EAST A DISTANCE OF 105.54 FEET;

THENCE NORTH 89°53'51" EAST A DISTANCE OF 205.50 FEET;

THENCE SOUTH 73°55'17" EAST A DISTANCE OF 9.99 FEET;

THENCE SOUTH 71°13'34" EAST A DISTANCE OF 29.84 FEET;

THENCE SOUTH 67°55'15" EAST A DISTANCE OF 54.50 FEET;

THENCE SOUTH 70°24'11" EAST A DISTANCE OF 19.98 FEET;

THENCE SOUTH 84°16'43" EAST A DISTANCE OF 14.51 FEET;

THENCE NORTH 14°24'11" EAST A DISTANCE OF 21.17 FEET;

THENCE NORTH 51°37'49" EAST A DISTANCE OF 27.53 FEET;

THENCE NORTH 61°34'02" EAST A DISTANCE OF 7.76 FEET;

THENCE NORTH 89°53'51" EAST A DISTANCE OF 229.44 FEET;

THENCE NORTH 00°00'14" WEST A DISTANCE OF 47.30 FEET;

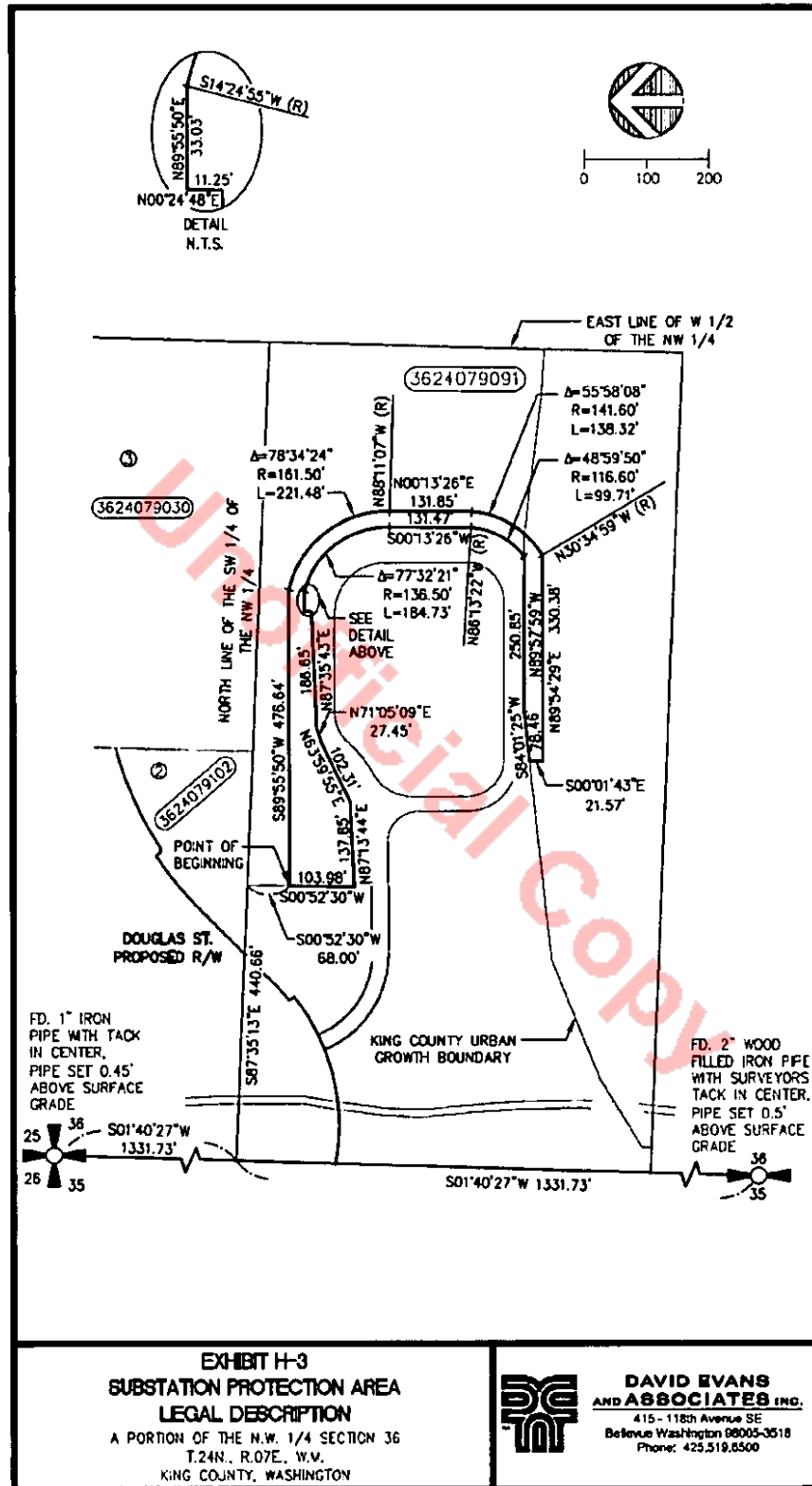
THENCE NORTH 85°09'23" EAST A DISTANCE OF 27.51 FEET;

THENCE SOUTH 76°51'19" EAST A DISTANCE OF 14.45 FEET;

THENCE NORTH 01°28'31" EAST A DISTANCE OF 63.95 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE

NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 48°52'36" WEST 141.60 FEET DISTANT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°17'38" A DISTANCE OF 45.21 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON; THENCE SOUTH 89°54'29" WEST A DISTANCE OF 330.38 FEET; THENCE NORTH 00°01'43" WEST A DISTANCE OF 37.43 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 119.42 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°56'05" A DISTANCE OF 134.90 FEET; THENCE NORTH 01°03'24" EAST A DISTANCE OF 155.31 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 1.27 FEET TO A POINT 220.00 FEET EASTERLY OF THE EASTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6183192, RECORDS OF SAID COUNTY; THENCE NORTH 00°52'30" EAST ALONG A LINE PARALLEL WITH AND 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A DISTANCE OF 529.24 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 87°33'34" WEST ALONG SAID NORTH LINE OF SAID LOT 2 A DISTANCE OF 220.08 FEET TO SAID EASTERLY MARGIN; THENCE SOUTH 00°52'30" WEST ALONG SAID EASTERLY MARGIN A DISTANCE OF 763.42 FEET; THENCE SOUTH 89°54'29" WEST A DISTANCE OF 150.02 FEET TO THE WESTERLY MARGIN OF SAID RIGHT OF WAY; THENCE NORTH 00°52'30" EAST ALONG SAID WESTERLY MARGIN A DISTANCE OF 770.05 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 87°33'34" WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 65.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 564,236 SQUARE FEET OR 12.95 ACRES MORE OR LESS.



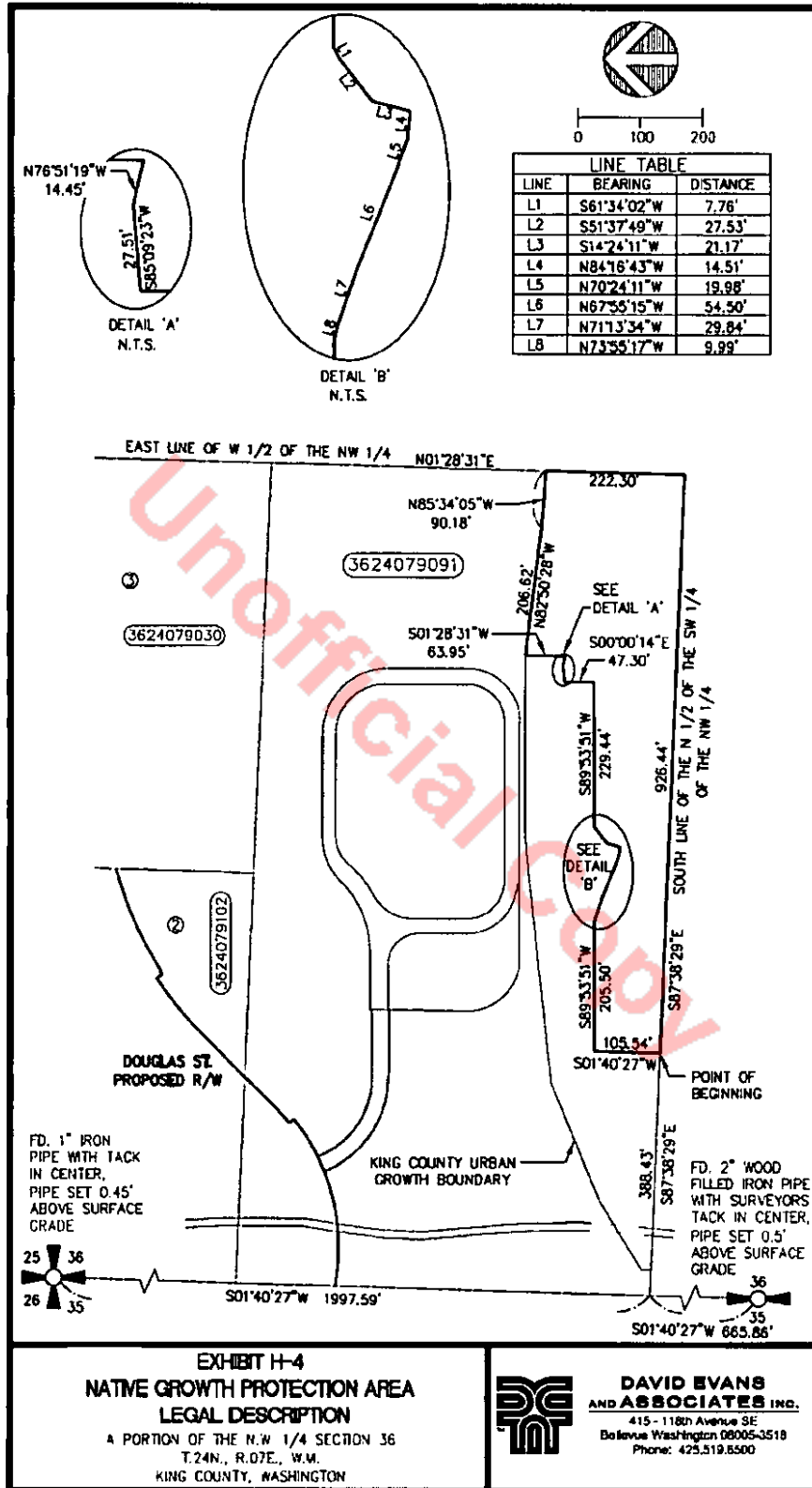
**EXHIBIT H-3
SUBSTATION PROTECTION AREA LEGAL DESCRIPTION**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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, 2,663.46 FEET DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID WEST LINE OF SAID SECTION, A DISTANCE OF 1331.73 FEET TO THE NORTH LINE OF SAID NORTH HALF; THENCE SOUTH 87°35'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 440.66 FEET;
THENCE SOUTH 00°52'30" WEST A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 00°52'30" WEST A DISTANCE OF 103.98 FEET;
THENCE NORTH 87°13'44" EAST A DISTANCE OF 137.85 FEET;
THENCE NORTH 63°59'55" EAST A DISTANCE OF 102.31 FEET;
THENCE NORTH 87°35'43" EAST A DISTANCE OF 186.65 FEET;
THENCE NORTH 00°24'48" EAST A DISTANCE OF 11.25 FEET;
THENCE NORTH 89°55'50" EAST A DISTANCE OF 33.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 136.50 FEET DISTANT;
THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°32'21" A DISTANCE OF 184.73 FEET;
THENCE SOUTH 00°13'26" WEST A DISTANCE OF 131.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 86°13'22" WEST 116.60 FEET DISTANT;
THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°59'50" A DISTANCE OF 99.71 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH 89°57'59" WEST ALONG SAID URBAN GROWTH BOUNDARY A DISTANCE OF 250.85 FEET;

THENCE SOUTH 84°01'25" WEST ALONG SAID URBAN GROWTH BOUNDARY
A DISTANCE OF 78.46 FEET;
THENCE SOUTH 00°01'43" EAST A DISTANCE OF 21.57 FEET;
THENCE NORTH 89°54'29" EAST A DISTANCE OF 330.38 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST
FROM WHICH ITS CENTER BEARS NORTH 30°34'59" WEST 141.60 FEET
DISTANT;
THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 55°58'08" A DISTANCE OF 138.32
FEET;
THENCE NORTH 00°13'26" EAST A DISTANCE OF 131.85 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST
FROM WHICH ITS CENTER BEARS NORTH 88°11'07" WEST 161.50 FEET
DISTANT;
THENCE NORTH, NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF
SAID CURVE THROUGH A CENTRAL ANGLE OF 78°34'24" A DISTANCE OF
221.48 FEET;
THENCE SOUTH 89°55'50" WEST A DISTANCE OF 476.64 FEET TO THE POINT
OF BEGINNING.

CONTAINING 51,004 SQUARE FEET OR 1.17 ACRES MORE OR LESS.



**EXHIBIT H-4
NATIVE GROWTH PROTECTION AREA LEGAL DESCRIPTION**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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, 2,663.46 FEET DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID WEST LINE OF SAID SECTION, A DISTANCE OF 1997.59 FEET TO THE SOUTH LINE OF SAID NORTH HALF:

THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF 388.43 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF 926.44 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER:

THENCE NORTH 01°28'31" EAST ALONG SAID EAST LINE A DISTANCE OF 222.30 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY LINE AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO.

20100721900002, RECORDS OF KING COUNTY, WASHINGTON;

THENCE ALONG SAID URBAN GROWTH BOUNDARY NORTH 85°34'05" WEST A DISTANCE OF 90.18 FEET;

THENCE CONTINUING ALONG SAID URBAN GROWTH BOUNDARY NORTH 82°50'28" WEST A DISTANCE OF 206.62 FEET;

THENCE SOUTH 01°28'31" WEST A DISTANCE OF 63.95 FEET;

THENCE NORTH 76°51'19" WEST A DISTANCE OF 14.45 FEET;

THENCE SOUTH 85°09'23" WEST A DISTANCE OF 27.51 FEET;

THENCE SOUTH 00°00'14" EAST A DISTANCE OF 47.30 FEET;

THENCE SOUTH 89°53'51" WEST A DISTANCE OF 229.44 FEET;

THENCE SOUTH 61°34'02" WEST A DISTANCE OF 7.76 FEET;

THENCE SOUTH 51°37'49" WEST A DISTANCE OF 27.53 FEET;

THENCE SOUTH 14°24'11" WEST A DISTANCE OF 21.17 FEET;

THENCE NORTH 84°16'43" WEST A DISTANCE OF 14.51 FEET;

THENCE NORTH 70°24'11" WEST A DISTANCE OF 19.98 FEET;

THENCE NORTH 67°55'15" WEST A DISTANCE OF 54.50 FEET;

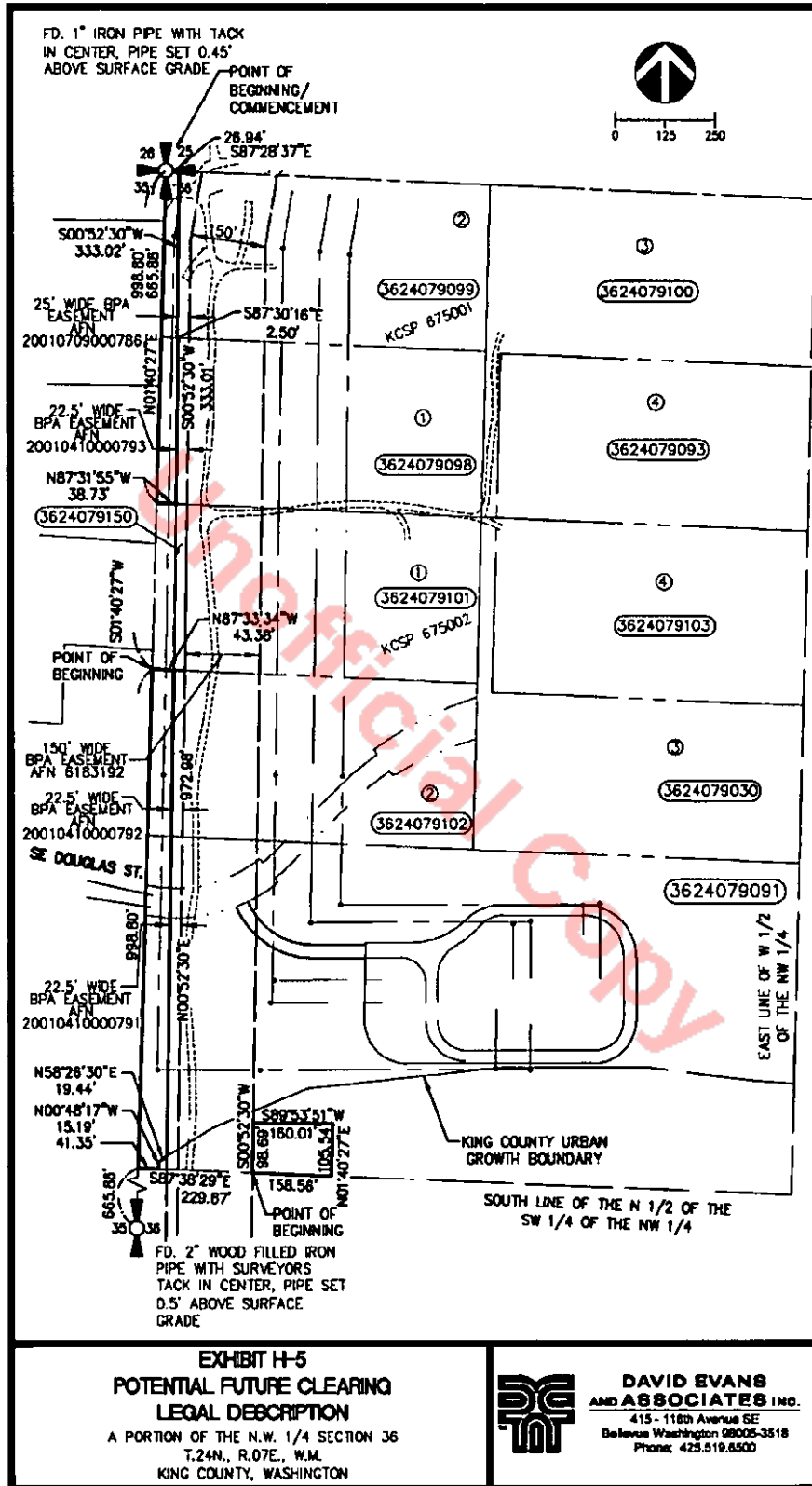
THENCE NORTH 71°13'34" WEST A DISTANCE OF 29.84 FEET;

THENCE NORTH 73°55'17" WEST A DISTANCE OF 9.99 FEET;

THENCE SOUTH 89°53'51" WEST A DISTANCE OF 205.50 FEET;

THENCE SOUTH 01°40'27" WEST A DISTANCE OF 105.54 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING.

CONTAINING 142.286 SQUARE FEET OR 3.27 ACRES MORE OR LESS.



**EXHIBIT H-5
POTENTIAL FUTURE CLEARING LEGAL DESCRIPTION**

THAT PORTION OF LOTS 1 AND 2 KING COUNTY SHORT PLAT NUMBER 675001, AS FILED UNDER RECORDING NUMBER 7510100716, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 36 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, 2,663.46 FEET DISTANT;

THENCE SOUTH 87°28'37" EAST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 26.94 FEET TO THE WESTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT FILED UNDER RECORDING NO. 20010709000786, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°52'30" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 333.02 FEET TO THE SOUTH LINE OF SAID LOT 2;

THENCE SOUTH 87°30'16" EAST ALONG SAID SOUTH LINE A DISTANCE OF 2.50 FEET TO THE WESTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT FILED UNDER RECORDING NO. 20010410000793, RECORDS OF SAID COUNTY;

THENCE SOUTH 00°52'30" WEST ALONG SAID WESTERLY MARGIN A DISTANCE OF 333.01 FEET TO THE SOUTH LINE OF SAID LOT 1;

THENCE NORTH 87°31'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 38.73 FEET TO THE WEST LINE SAID SECTION;

THENCE NORTH 01°40'27" EAST ALONG SAID WEST LINE A DISTANCE OF 665.86 FEET TO THE NORTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, AND THAT PORTION OF LOT 2 KING COUNTY SHORT PLAT NUMBER 675002, AS FILED UNDER RECORDING NUMBER 7510100717 RECORDS OF SAID COUNTY DESCRIBED AS FOLLOWS:

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 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION,
A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID LOT 2 AND THE
POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°40'27" WEST ALONG SAID WEST LINE A
DISTANCE OF 998.80 FEET TO THE SOUTH LINE OF SAID NORTH HALF;
THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF
41.35 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY AS
DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON
RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO.
20100721900002, RECORDS OF KING COUNTY, WASHINGTON; THENCE
NORTH 00°48'17" WEST ALONG SAID URBAN GROWTH BOUNDARY A
DISTANCE OF 15.19 FEET; THENCE NORTH 58°26'30" EAST ALONG SAID
URBAN GROWTH BOUNDARY A DISTANCE OF 19.44 FEET TO THE
WESTERLY MARGIN OF A BONNEVILLE POWER ADMINISTRATION RIGHT
OF WAY AS ESTABLISHED BY INSTRUMENT FILED UNDER RECORDING NO.
20010410000791, RECORDS OF SAID COUNTY; THENCE NORTH 00°52'30" EAST
ALONG SAID WESTERLY MARGIN AS ESTABLISHED BY INSTRUMENTS
FILED UNDER RECORDING NUMBERS 20010410000791 AND 20010410000792, A
DISTANCE OF 972.98 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE
NORTH 87°33'34" WEST ALONG SAID NORTH LINE A DISTANCE OF 43.38
FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF
BEGINNING;

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF
THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7
EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

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 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION,
A DISTANCE OF 1997.60 FEET TO THE SOUTH LINE OF SAID NORTH HALF;

THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A DISTANCE OF
229.87 FEET TO THE EASTERLY MARGIN OF A BONNEVILLE POWER
ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT
RECORDED UNDER AUDITORS FILE NO. 6183192 RECORDS OF SAID
COUNTY AND THE POINT OF BEGINNING;

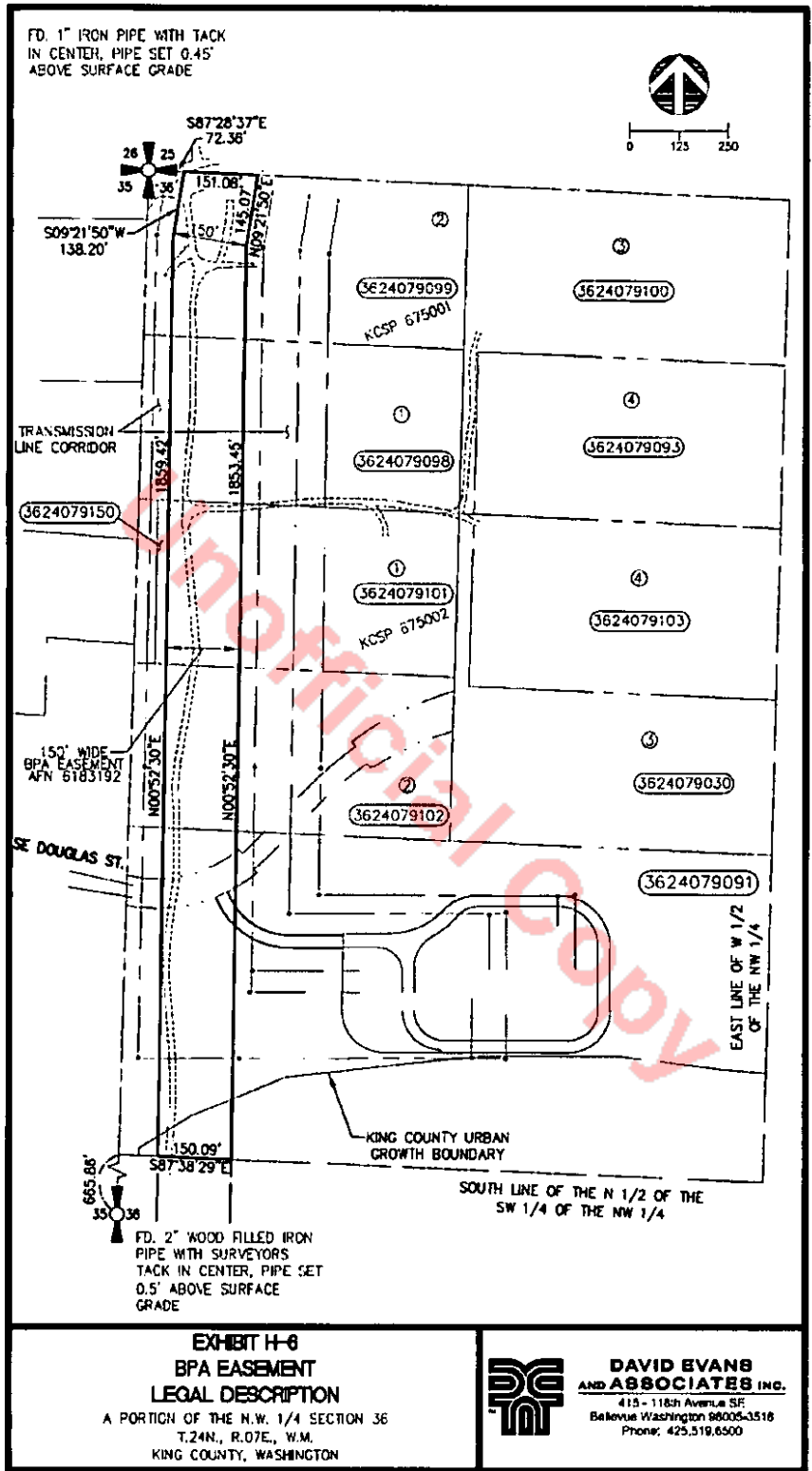
THENCE CONTINUING SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE A
DISTANCE OF 158.56 FEET;

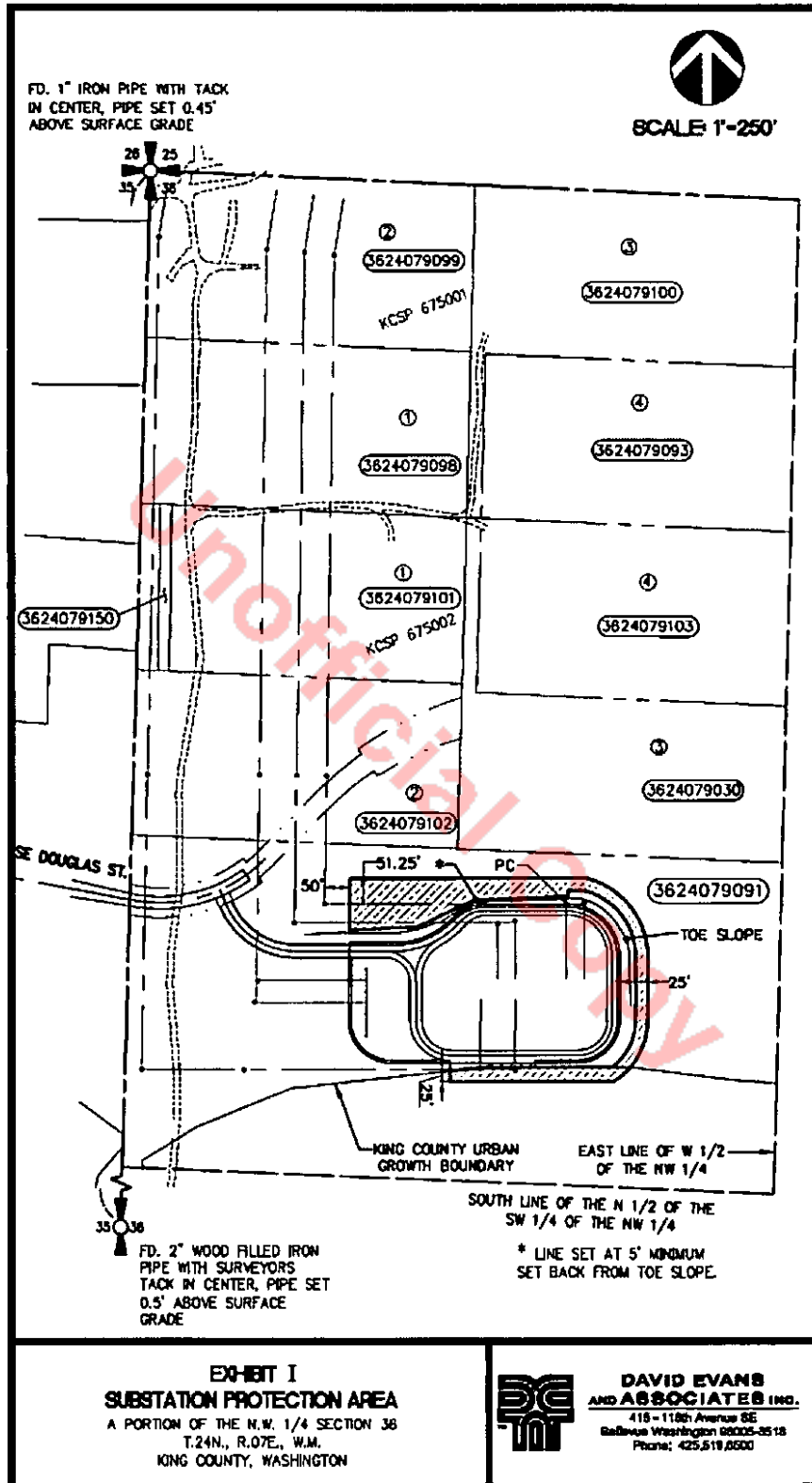
THENCE NORTH 01°40'27" EAST A DISTANCE OF 105.54 FEET;

THENCE SOUTH 89°53'51" WEST A DISTANCE OF 160.01 FEET TO SAID
EASTERLY MARGIN; THENCE SOUTH 00°52'30" WEST ALONG SAID
EASTERLY MARGIN A DISTANCE OF 98.69 FEET TO THE POINT OF
BEGINNING.

CONTAINING 88,073 SQUARE FEET OR 2.02 ACRES MORE OR LESS.

Unofficial Copy





**EXHIBIT I
SUBSTATION PROTECTION AREA LEGAL DESCRIPTION**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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, 2,663.46 FEET DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID WEST LINE OF SAID SECTION, A DISTANCE OF 1331.73 FEET TO THE NORTH LINE OF SAID NORTH HALF; THENCE SOUTH 87°35'13" EAST ALONG SAID NORTH LINE A DISTANCE OF 440.66 FEET; THENCE SOUTH 00°52'30" WEST A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°52'30" WEST A DISTANCE OF 103.98 FEET; THENCE NORTH 87°13'44" EAST A DISTANCE OF 137.85 FEET; THENCE NORTH 63°59'55" EAST A DISTANCE OF 102.31 FEET; THENCE NORTH 87°35'43" EAST A DISTANCE OF 186.65 FEET; THENCE NORTH 00°24'48" EAST A DISTANCE OF 11.25 FEET; THENCE NORTH 89°55'50" EAST A DISTANCE OF 33.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 136.50 FEET DISTANT; THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°32'21" A DISTANCE OF 184.73 FEET; THENCE SOUTH 00°13'26" WEST A DISTANCE OF 131.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 86°13'22" WEST 116.60 FEET DISTANT; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°59'50" A DISTANCE OF 99.71 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON; THENCE NORTH 89°57'59" WEST ALONG SAID URBAN GROWTH BOUNDARY A DISTANCE OF 250.85 FEET;

THENCE SOUTH 84°01'25" WEST ALONG SAID URBAN GROWTH BOUNDARY
A DISTANCE OF 78.46 FEET;
THENCE SOUTH 00°01'43" EAST A DISTANCE OF 21.57 FEET;
THENCE NORTH 89°54'29" EAST A DISTANCE OF 330.38 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST
FROM WHICH ITS CENTER BEARS NORTH 30°34'59" WEST 141.60 FEET
DISTANT;
THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 55°58'08" A DISTANCE OF 138.32
FEET;
THENCE NORTH 00°13'26" EAST A DISTANCE OF 131.85 FEET TO THE
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST
FROM WHICH ITS CENTER BEARS NORTH 88°11'07" WEST 161.50 FEET
DISTANT;
THENCE NORTH, NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF
SAID CURVE THROUGH A CENTRAL ANGLE OF 78°34'24" A DISTANCE OF
221.48 FEET;
THENCE SOUTH 89°55'50" WEST A DISTANCE OF 476.64 FEET TO THE POINT
OF BEGINNING.

CONTAINING 51,004 SQUARE FEET OR 1.17 ACRES MORE OR LESS.

EXHIBIT 13

WETLAND MITIGATION PLAN

A true and correct copy of Exhibit 13:

Proposed Mount Si Substation Wetland Impact Assessment and Mitigation Plan (Revision), dated October 2009, prepared for Puget Sound Energy by AECOM, Inc. and the *Proposed Mount Si Substation Wetland Impact Assessment and Mitigation Plan Addendum*, dated February 2010, prepared for Puget Sound Energy by AECOM, Inc.

May be reviewed at the City of Snoqualmie Planning Department during normal business hours.

**City of Snoqualmie Planning Department
38624 SE River Street
Snoqualmie, WA 98065**

Unofficial Copy

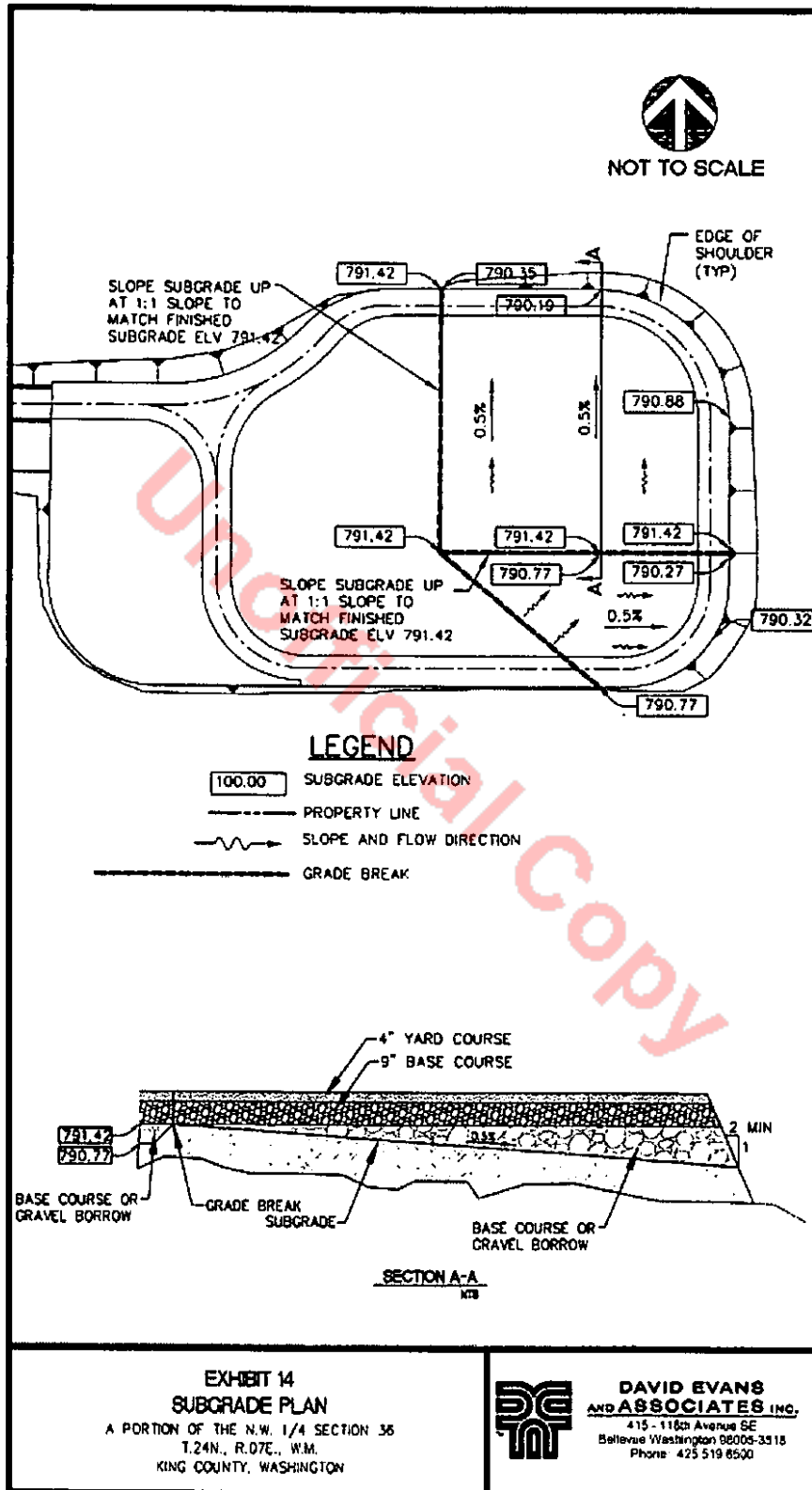


EXHIBIT 14
SUBGRADE PLAN
A PORTION OF THE N.W. 1/4 SECTION 36
T.24N., R.07E., W.M.
KING COUNTY, WASHINGTON

DAVID EVANS
AND ASSOCIATES INC.
415 - 116th Avenue SE
Bellevue Washington 98005-3518
Phone 425 519 8500