

After recording, return to:

GordonDerr LLP
 2025 First Avenue, Suite 500
 Seattle, Washington 98121
 (206) 382-9540



20110202001508

GORDONDERR AG 178.00
 PAGE-001 OF 117
 02/02/2011 14:24
 KING COUNTY, WA

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

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

Pre-Annexation Development Agreement
 (06/07/10)

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

RECITALS

A. The City is incorporated under the Optional Municipal Form of Government of the State of Washington. The City has authority under chapter 35A.14 RCW to exercise jurisdiction over property within its Urban Growth Boundary. The City has authority under RCW 36.70B.170-210 to enter into agreements to control the property within its jurisdiction, and for property outside its boundary to enter into an annexation pursuant to RCW 36.70B.170(1).

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

C. On November 13, 2007, the City accepted a Notice of Intention for Annexation of the PSE Property and an additional parcel owned by Jonathan (Jay) Dutczak, authorizing PSE to file a Petition for Annexation (#07-170). PSE filed an Amended Notice of Intention to Annex on December 1, 2008, to add a tax parcel (3624079150) owned by Jonathan (Jay) Dutczak (3624079101 and 3624079150) which was inadvertently omitted from the original Notice of Intention. The parcels owned by Jonathan (Jay) Dutczak (3624079101 and 3624079150) are collectively known as Exhibit 2 (Dutczak Property). On December 8, 2008, the City accepted the Amended Notice of Intention to Annexation submitted by PSE (Agenda Item #10).

D. On April 23, 2009, PSE submitted a Petition for Annexation to the City, which included the PSE Property (except for that portion of the PSE Property lying outside of the Urban Growth Boundary), together with two parcels owned by Jonathan (Jay) Dutczak (3624079101 and 3624079150). This area contains approximately 20.4 acres. The City has determined that the parcels owned by Jonathan (Jay) Dutczak (3624079101 and 3624079150) are collectively known as Exhibit 2 (Dutczak Property).

2010 and, based on input received during that review, has recommended to adopt an AIP and pre-annexation zoning for only those two parcels for the construction of the PSE substation and the SE Douglas Street Parcel No. 3624079102 and that portion of Parcel No. 3624079091 that is located in the local growth area (hereafter, the “**Annexation Area**”). The **Annexation Area** is described in **Annexation Area 3 (Annexation Area)**.

G. The Snoqualmie Vicinity Comprehensive Plan includes the **Annexation Area** is Planned Residential.

H. PSE desires annexation of the **Annexation Area** for the transmission and distribution substation commonly referred to as the **Substation Area** a portion of the **Annexation Area** (collectively, “**Substation Area**”) and associated transmission lines and associated setbacks and buffers to be located on the **PSE Property**. The **Substation Area** and Legal Description are attached as *(Substation Area and Legal Description)* hereto. The Mount Si substation facility to serve existing and future growth in the City of Snoqualmie as a whole. PSE intends to begin developing the **Substation Area** upon annexation and upon approval of permits required for construction. This development will not add any population to the City, will not require new utilities, and will only require street improvements, and extensive substation driveway.

I. The **Dutczak Property** is not part of the PSE owned property and is seeking an easement across the **Dutczak Property** to accommodate the transmission lines. PSE also intends to construct transmission lines across the **PSE Property** located north of the **Dutczak Property**.

J. The Bonneville Power Administration (“BPA”) already has **Easements**) across portions of the **PSE Property** and the **Substation Area** for transmission line purposes, as shown on **Exhibit 5 (BPA Easement Map)**. Nothing in this Agreement is intended to impact the rights and obligations of the **BPA Easements**.

L. The **City** is considering annexation of the **Annexation Area** within the **City's** Urban Growth Area, in light of the public benefits of the annexation of the property, including assuring an adequate supply of water 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 that **PSE's** proposed wetland, wetland buffer and stream buffer do not exceed the amount necessary to install and maintain the electrical utility facilities.

M. The **City** has reviewed an Expanded Environmental Impact Statement covered by this Pre-Annexation Development Agreement, and on the basis of a Mitigated Determination of Non-Significance ("MDNS"). Site-specific information was included in the information reviewed by the **City** under the Environmental Policy Act documents that contained sufficient information to evaluate compliance with the provisions of Snoqualmie National Forest Rule 19.12.180(F)(4) for the proposed alteration of the sensitive area but not the **Substation Area**, transmission lines, and associated facilities.

N. The **City** has determined that a reduced scope **AIP** of the Snoqualmie Vicinity Comprehensive Plan, is appropriate to guide development of the **Substation Area** and transmission lines along Douglas Street Right-of-Way for access and extension of utilities to the **Annexation Area** beyond the **Substation Area** and to adjacent areas. Additional planning normally contained in an annexation implementation plan is proposed. A public hearing on the **AIP** was held by the Planning Commission on March 1, 2010. The Planning Commission received comment on the **AIP** until March 8, 2010. The Planning Commission's deliberations on the **AIP** on March 1, 2010, April 5, 2010 and May 3, 2010 led to approval of the **AIP** to the City Council on May 3, 2010. The **City** adopted the **AIP** on June 28, 2010.

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

Substation Area, transmission lines, and related electrical 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(3)(c) requires a party to a development agreement to obligate itself to fund or provide for or other facilities (collectively, “**Mitigations**”). The obligations to provide services, infrastructure, or other facilities established herein are pursuant to 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.

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

AGREEMENTS

1. ANNEXATION.

Following City Council approval of an ordinance providing for the annexation effective upon annexation, approval of a reduced scope AIP by the City, approval of this Pre-Annexation Development Agreement and the annexation by the Boundary Review Board for King County (or, if the City appeals the annexation during the statutory appeal period without appeal), the City shall consider the area to be annexed an **Annexation Area**. Upon the effective date of the annexation ordinance, 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 area to be annexed shall be subject to the Residential District Regulations of SMC 17.15, the Planned Residential District (PR) in SMC 17.55, and, more specifically, the Planned Residential District provisions of SMC 17.15.050. all other provisions of SMC 17.15 shall not apply to the area to be annexed.

3. ASSUMPTION OF BONDED INDEBTEDNESS

Upon the effective date of the annexation ordinance, the subject to a proportional share of existing City bonded indebtedness

4. USES.

Upon the effective date of the annexation ordinance described in the Annexation Development Agreement, the following agreements shall apply to PSE Property.

4.1 Substation Area. Development of the site shall be limited to the Substation Site Development Plan attached to the Pre-Annexation Agreement as Exhibit 7 (*Substation Site Development Plan*) incorporated hereto. The use shall be limited to use as an electrical substation, transmission line, and related appurtenances. No residential, commercial, or other development shall be permitted on the site. Substation and transmission line-related uses shall be permitted on the site. Development and construction of any concrete foundations in the Substation Area shall be in substantial conformance with the Substation Site Development Plan. Subject to applicable development permits, PSE shall be entitled to remove vegetation within those portions of the Substation Area and to maintain vegetation consistent with the vegetation standards and covenants described in

4.2 Line Corridor Area. The area identified as the Substation Area in Exhibit 5 shall be limited to construction and maintenance of transmission lines, poles, and related appurtenances and the access and vegetation along such lines as provided in this Pre-Annexation Development Agreement. Maintenance and replacement shall be consistent with the standards set forth in Section 6.8 below.

4.3 Future Development Area. In consideration of the reduced-scope AIP addressing only development of the Substation Area, PSE hereby covenants for itself and for its successors and assigns

5. DEVELOPMENT STANDARDS.

5.1 Vesting. Except as otherwise specifically provided in the Development Agreement, all provisions of the Snoqualmie Ridge II Development Standards in effect as of the date of the Development Agreement shall govern development of the **Substation** use proposed in **Exhibit 7**, and construction of the transmission line provided, however, the **City** reserves the right to adopt and impose regulations on the date of this Pre-Annexation Development Agreement that the **City** determines to be necessary to prevent a serious threat to public health and safety, including animal control and other public safety regulations. This Pre-Annexation Development Agreement shall vest development standards for the **Future Development Area** on the date of vesting. Any other development shall be subject to further planning and approval by the **City** prior to vesting and, absent some future agreement that provides otherwise, shall vest to those regulations that are in effect on the date a complete development of the **Future Development Area**.

5.2 Subsequent City Approvals. Development of the **Substation** shall be subject to applicable development permits, including a Public Access Easement (“**PAUE**”) as set forth in SMC 19.12.030C for any portion of the **Substation** line development that proposes alteration of any wetland or stream buffer as shown in **Exhibit 8 (Wetland & Stream Buffer Area)**. The **City** shall determine the **PAUE** by the **City’s** hearing examiner. **PSE** recognizes that this Pre-Annexation Development Agreement cannot bind a particular decision outcome from the hearing examiner in this Pre-Annexation Development Agreement is intended to provide for the hearing examiner’s decision on the **PAUE**. If the **PAUE** is approved, and **PSE** agrees to record, a Covenant and Easement Agreement for vegetation maintenance over portions of the wetlands, streams, and stream buffer areas and within the native growth protection easement area shall be recorded in Section 6.8 of this Pre-Annexation and Development Agreement (“**Easement**”).

6. MITIGATION MEASURES.

agree that the process for **City** review of the proposed annexation and development of the **Substation Area** will be the public process of the **Site Plan** condition, and annexation and development of the **Annexation Area**. This **Pre-Annexation Development Agreement** should only be permitted if the extension of SE Douglas Street should be approved and its impacts mitigated.

Provided the **City** approves the extension of SE Douglas Street from its existing point of intersection with Snoqualmie Ridge Business Park to a point approximately two hundred feet from the proposed location of the driveway entrance into the **Substation Area** (1), substantially as shown on **Exhibit 9 (SE Douglas Street Right-of-Way)**, annexation and construction of the **Substation Area** to the specifications described below. ("**SE Douglas Street Extension**"). Construction of the **Substation Area** shall be a condition of any development of the **Future Development Area** 3624079102, or any other property located in the Snoqualmie Hill Subarea, unless the **City** adopts different standards as part of the annexation and development for this subarea.

Because the **Substation Area** construction does not require the installation of access, striped bicycle lanes, planter strips, sidewalks, street trees, or other street improvements necessary to meet **City** standards for a neighborhood, the **City** requires that the **Substation Area** be developed, but will be a condition of any development of any of the **Future Development Area** in Parcel 1. If the **Future Development Area** extension of SE Douglas Street to accommodate future development of the **Future Development Area**, or its successors or assigns, proposes to develop all or part of the **Future Development Area**, they shall be required to extend the bicycle lanes, planter strips, street trees, and any related street improvements from within the Snoqualmie Ridge Business Park to the point of the **Substation Area** condition of any future development. Alternatively, if a property owner in the **Future Development Area** desires to extend SE Douglas Street to their property, then such extension shall include these associated street improvements.

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

6.1.1 Segment 1 Specifications. The following specifications for Segment 1 of the **SE Douglas Street Extension**, as shown on **Exhibit 8**, and Snoqualmie Ridge II Development standards for road construction 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) feet wide travel lanes with an eighteen (18) inches of curb and gutter (per Snoqualmie Ridge II Development #2.08) on each side for a total of twenty-five (25) feet 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 until development of the **Future Development Area** by developers east. Street trees, tree planting, irrigation specifications, and street lighting standard for street trees, tree planting, irrigation, and street lights to be established by the **City** prior to or as part of the **AIP** for the **Future Development Area** east.

6.1.1.6 Sidewalks: Six (6)-foot concrete sidewalks on each side until development of the **Future Development Area** east by developers of those areas.

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

6.1.2.5 Planter Strips, Street Trees, Tree Specifications, and Street Lights: No planter strip on either side is required in this Segment, if necessary, to provide irrigation connections.

6.1.2.6 Sidewalks: Six (6)-foot concrete sidewalks to back-of-curb.

6.1.3 Segment 3 Specifications. The following standards for Segment 3, as shown on Exhibit 9, provided that the City make additions to these standards as part of future annexation impacting the subarea, in which case, such future standards shall apply. Snoqualmie Ridge II Development standards for road construction specified below or in any future adoption shall also apply:

6.1.3.1 Right-of-Way Width: A minimum right-of-way 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 with eighteen (18) inches of curb and gutter on south side with no parking 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 is included within the eight (8)-foot parking area. The curb and gutter shall be 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 of the road in the Future Development Area (included within thirty-two (32) feet in total width).

6.1.3.5 Planter Strips, Street Trees, Tree Specifications, and Street Lights: Eight (8)-foot planter strip on either side with tree planting, irrigation specifications, and street lights shall meet or exceed the standards for trees, tree planting, irrigation, and street lights that may have been adopted to or as part of the AIP for the Future Development Area and other segments.

Substation Area construction and construction of Segment 1. The also include the right to permit storm water flow from the dispersed property in such area as to be determined in the flow control plan (“BMP”) site plan and storm water covenant to be provided as review. The Storm Water Management Facilities (**Exhibit 10**) include is the intention of the parties to abandon these dispersion trenches **Area** and re-route the storm water from the **SE Douglas Street** drainage conveyance lines that will be constructed in SE Douglas **Future SE Douglas Street Extension Improvements** occurs. If are abandoned at the time of construction of the **Future SE I Improvements**, then the **City** shall prepare, execute, and record an Easement, to terminate the drainage easement at the time the dispersed required to handle storm water from **SE Douglas Street Extension** for obligations regarding feasibility of Storm Water Management Facilities balance of **SE Douglas Street Extension** when the **Future Development**

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

6.5 Sanitary Sewer Line.

6.5.1 The **AIP** for future development in the Snoc evaluate sanitary sewer improvements (including, potentially, the provide sanitary sewer service to development other than the **Subst** Any future development in this area shall comply with those same requirements.

6.5.2 Because the **Substation Area** construction sewer service, a sanitary sewer line extension is not required as part of **Extension**, but will be required as a condition of development

the AIP for future development in the subarea. Alternatively, and as a prerequisite, a property owner easterly of the AIP in Parcel No. 3624079102 may extend sewer along SE Douglas Street and their property. If more than one owner is proposing future residential development, then the City will consider an appropriate pro-rata contribution for sewer extension improvements by all such parties through a mechanism such as an agreement, or latecomer's agreement, or other legal method of reimbursement of costs associated with the extension of the sewer system.

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

6.7 Easement for City Trail Corridor. PSE agrees to provide a wide trail easement running generally east and west across the AIP for future connection of the City's trail system between the existing Ridge perimeter trail and other pedestrian trail corridors that will be developed in the AIP for future development in the subarea. This trail easement will be dedicated to the City as a condition of that future development.

6.8 Covenants and Restrictions on Vegetation Removal. PSE shall not remove vegetation within the steep slope and stream buffer areas located in King County per KCC 21A.24.045(C), but is subject to a clearing and grading permit. According to SMC §19.12.030(c), the City Hearing Examiner may approve the removal of vegetation in a wetland, stream or associated buffers if the Hearing Examiner finds no practical alternative to the proposed utility development with less impact and the proposal minimizes impacts to the sensitive areas and buffers.

functions, restoration, and mitigation requirements where appropriate creation of a **Covenant and Easement**) instead of creation of a solely because of the proposed public utility use of the **PSE Property Easement** (in the form attached hereto as **Exhibit 12**) shall be placed into escrow with instructions that the **Covenant and Easement** 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 all objections thereto have been resolved, and 2) the City has approved a resolution under RCW 19.12.030(C) authorizing development of the Mount Si Substation transmission lines. In the event one or both of these events does not occur by the date of this Pre-Annexation Development Agreement, then the **Covenant and Easement** shall be returned to PSE. If the PAUE requires compliance with the **Covenant and Easement**, then the **Covenant and Easement** shall be executed, and recorded consistent with the PAUE conditions for construction of the **Substation Area** and transmission line.

6.9 Off-site Mitigation for Wetlands, Streams Wetland Buffer Impacts. Mitigation for impacts to wetlands on site, as shall be mitigated by PSE by purchasing credits from a State Department of Ecology mitigation bank that covers the **Substation Area** project site in accordance with the **Wetland Mitigation Plan**, attached as **Exhibit 13** (*Proposed Wetland Impact Assessment and Mitigation Plan* dated October 2, 2010 and February 2010), subject to review and approval by the City. Impacts shall be addressed on-site through expansion of wetland buffers into areas as shown on **Exhibit 13**. The City agrees to PSE's purchase of credits as identified in **Exhibit 13** because there is no additional on-site opportunity to provide ecological benefit and because there is currently no other mitigation option within or more proximate to the property or the City.

6.10 Vegetation Management in Areas Outside of Covenant and Easement described in Section 6.8 shall also include vegetation management and replacement associated with construction of transmission lines as shown on **Exhibit 5** (*BPA Easement and Line Corridor*) and shall be limited to mitigate impacts to existing vegetation from transmission lines.

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 **Substation Area** in Parcel No. 3624079102 shall be subject to the requirements of the 2005 Surface Water Manual that manual has been adopted by the **City** at the time development in the **Substation Area** is proposed.

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

6.11.2 The slope of the **Substation Area** site shall be graded to maintain the drainage pattern of the existing site topography for flow of surface water and sheet flows to the project perimeter. The proposed grading shall be shown on the **Subgrade Plan**.

6.11.3 The vegetation covenants described in Section 6.11.1 shall be used to protect the dispersion/infiltration facilities proposed under the 2005 King County Surface Water Manual to manage storm water from the **Substation Area** and the **SE Douglas Street Extension**. To manage storm water temporarily, the storm water from the **SE Douglas Street Extension** shall be managed by the **Covenant and Easement** shall be recorded on the storm water management plan.

6.11.4 **PSE** shall submit, as part of its submittal for the **Substation Area**, storm water management plans that demonstrate compliance with the 2005 King County Surface Water Manual for storm water improvement for the **Substation Area** and the **SE Douglas Street Extension**, together with a **Subgrade Plan** to demonstrate that construction of the **Substation Area** and the **SE Douglas Street Extension** will not result in increased storm water runoff to the **SE Douglas Street Extension**.

water permit review by **City** staff. Depending on the requirement water manual and storm water regulations in effect on the date request may or may not require additional storm water treatment. for maintenance of all storm water management facilities require substation excluding the **SE Douglas Street Extension** and **F Extension** rights-of-way and any public trails in perpetuity and s agreement with terms acceptable to the **City** to establish that maint

6.12 Construction Access. PSE shall not be permitted **Substation Area** construction access, except for that portion locate PSE shall be required to post a bond or other surety with the Ci provided for by **City** regulations, or as reasonably acceptable to t the costs to repair any damage to existing **City** streets caused by v by PSE to construct the **Substation Area**.

7. TERM.

This Pre-Annexation Development Agreement shall rema until terminated by mutual agreement of the parties, or after the e whichever shall first occur.

8. TERMINATION.

This Pre-Annexation Development Agreement shall termi following events:

8.1 Expiration of the term described in Section 7 above;

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

8.3 Completion of the obligations related to construct dedication of the **SE Douglas Street Right-of-Way**, provided that the **Future Development Area** in Parcel No. 3624079102 and the

9.2 Attorneys' Fees and Costs. In the event either party brings this Pre-Annexation Development Agreement to the attention of the King County Superior Court to enforce this Pre-Annexation Development Agreement, the prevailing party shall be entitled to an award of attorneys' fees and disbursements, including expert witness fees, reasonably incurred 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 in the drafting of this Pre-Annexation Development Agreement; and, as such, no interpretation 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 to be invalid or otherwise unenforceable, either party may elect to terminate this Pre-Annexation Development Agreement. In the event a non-material provision of this Pre-Annexation Development Agreement is declared invalid, 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 amended only by written instrument duly executed by both parties, after a resolution of the 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 execute the same on behalf of the 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 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 State Constitution or by general law, and shall not be construed as

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

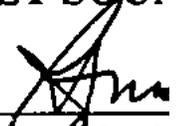
EXECUTED the day and year first above-written.

CITY OF SNOQUALMIE



Matt Larson, Mayor

PUGET SOUND

By: 
Name: ROSA
Title: DIRECTOR
1-2

Attest:



Jodi Warren
City Clerk

Approved as to Form:



Patrick B. Anderson
City Attorney

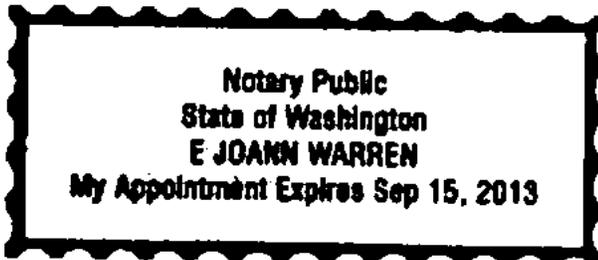
Unofficial Copy

STATE OF WASHINGTON)

COUNTY OF KING) : ss.

I certify that I know or have satisfactory evidence that MAT person who appeared before me, and he acknowledged that he signed this stated that he was authorized to execute the instrument and acknowledged the City of Snoqualmie, a Washington municipal corporation, to be the fr of such corporation for the uses and purposes mentioned in the instrument.

Dated 28th day of June, 2010.



[Signature of Notary]

[Print Name]

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

STATE OF WASHINGTON)

COUNTY OF King) : ss.

I certify that I know or have satisfactory evidence that R.S person who appeared before me, and s/he acknowledged that s/he sign stated that s/he was authorized to execute the instrument and DIRECTOR CORP. FACILITIES of PUGET SOUND ENERGY, INC., a We the free and voluntary act of such corporation for the uses and purposes me

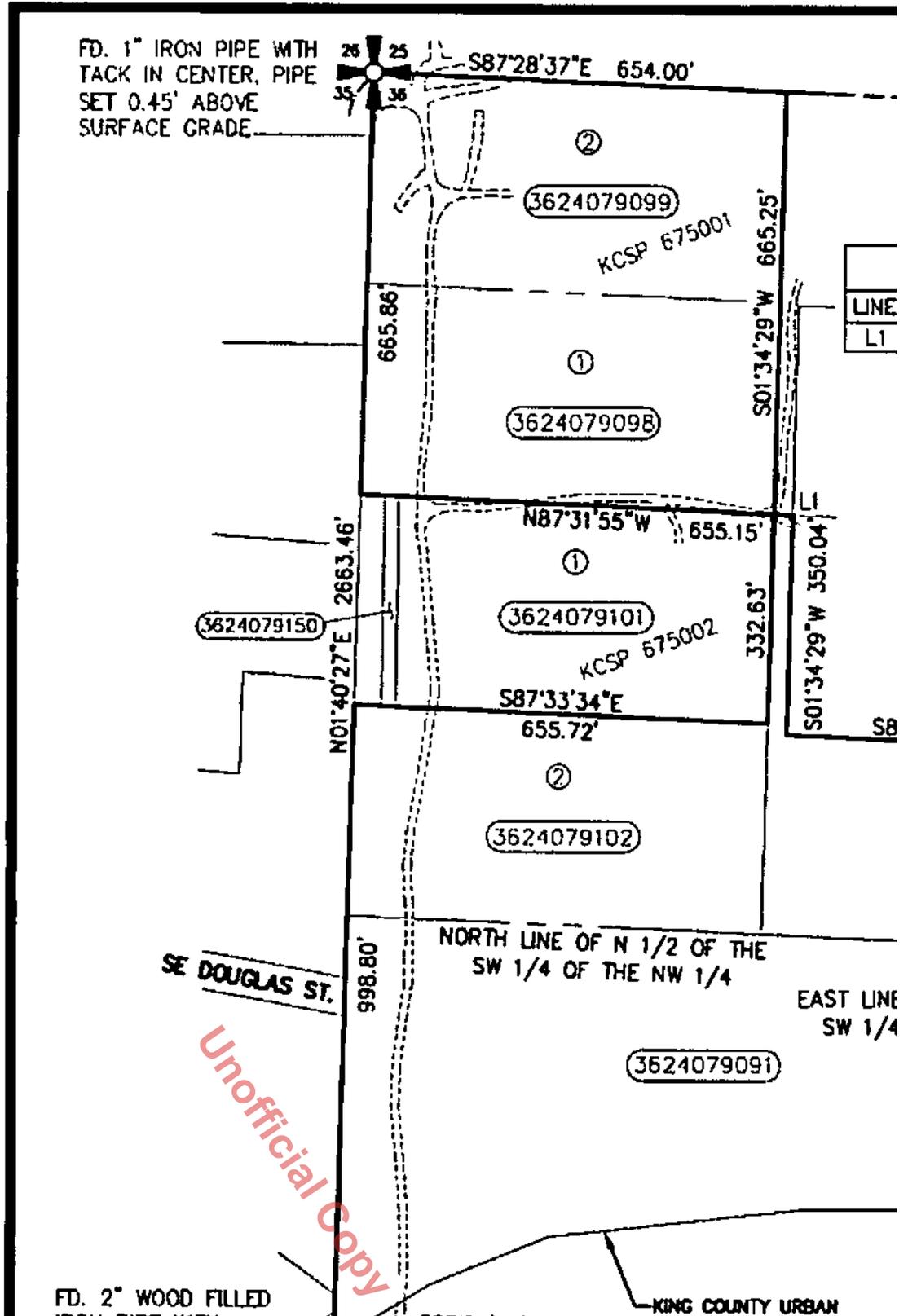
Dated this 27th day of JANUARY, 2011.

[Signature]

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 Si Substation Wetland Impact Assessment Plan* dated October 2009, and *Addendum* dated February
- Exhibit 14- Subgrade Plan

Unofficial Copy



**EXHIBIT 1
PSE PROPERTY LEGAL DESCRIPTION**

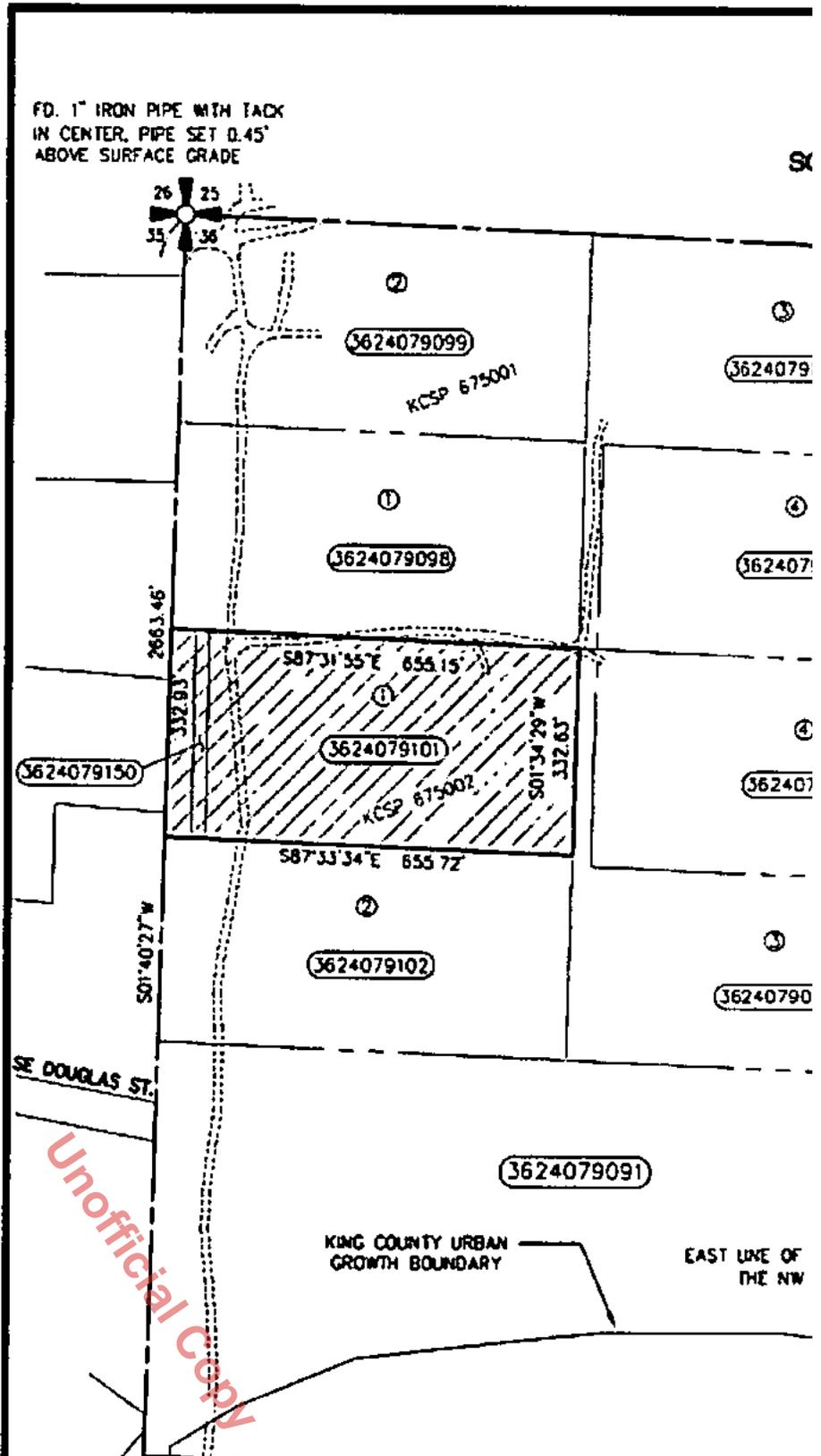
**LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER 6
UNDER RECORDING NUMBER 7510100716 RECORDS OF K
WASHINGTON:**

**TOGETHER WITH:
LOTS 2 AND 3 OF KING COUNTY SHORT PLAT NUMBER 6
UNDER RECORDING NUMBER 7510100717 RECORDS OF K
WASHINGTON:**

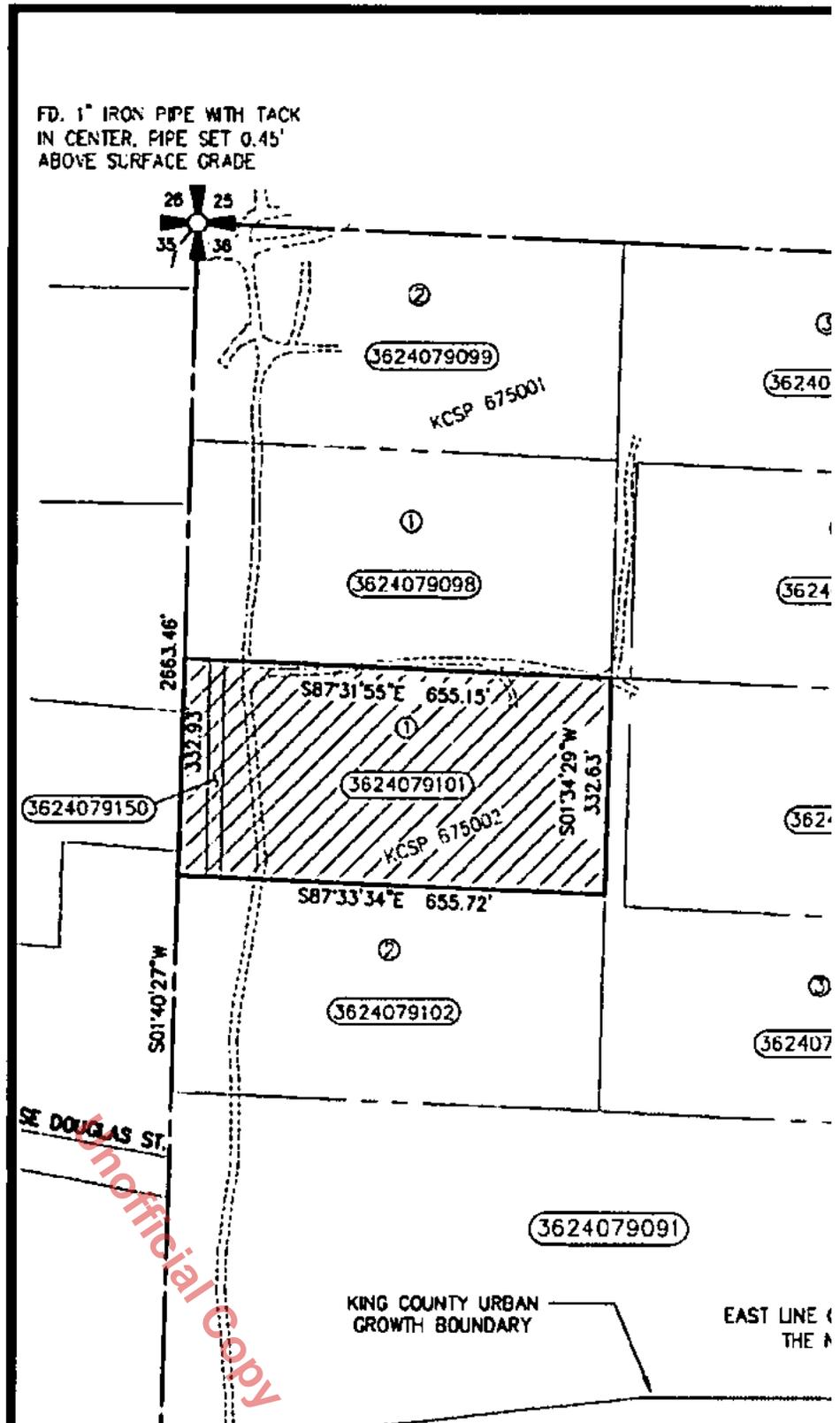
**TOGETHER WITH:
THE NORTH HALF OF THE SOUTHWEST QUARTER OF TH
QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE
COUNTY, WASHINGTON.**

CONTAINING 1,744,823 SQUARE FEET OR 40.06 ACRES MO

Unofficial Copy



Unofficial Copy

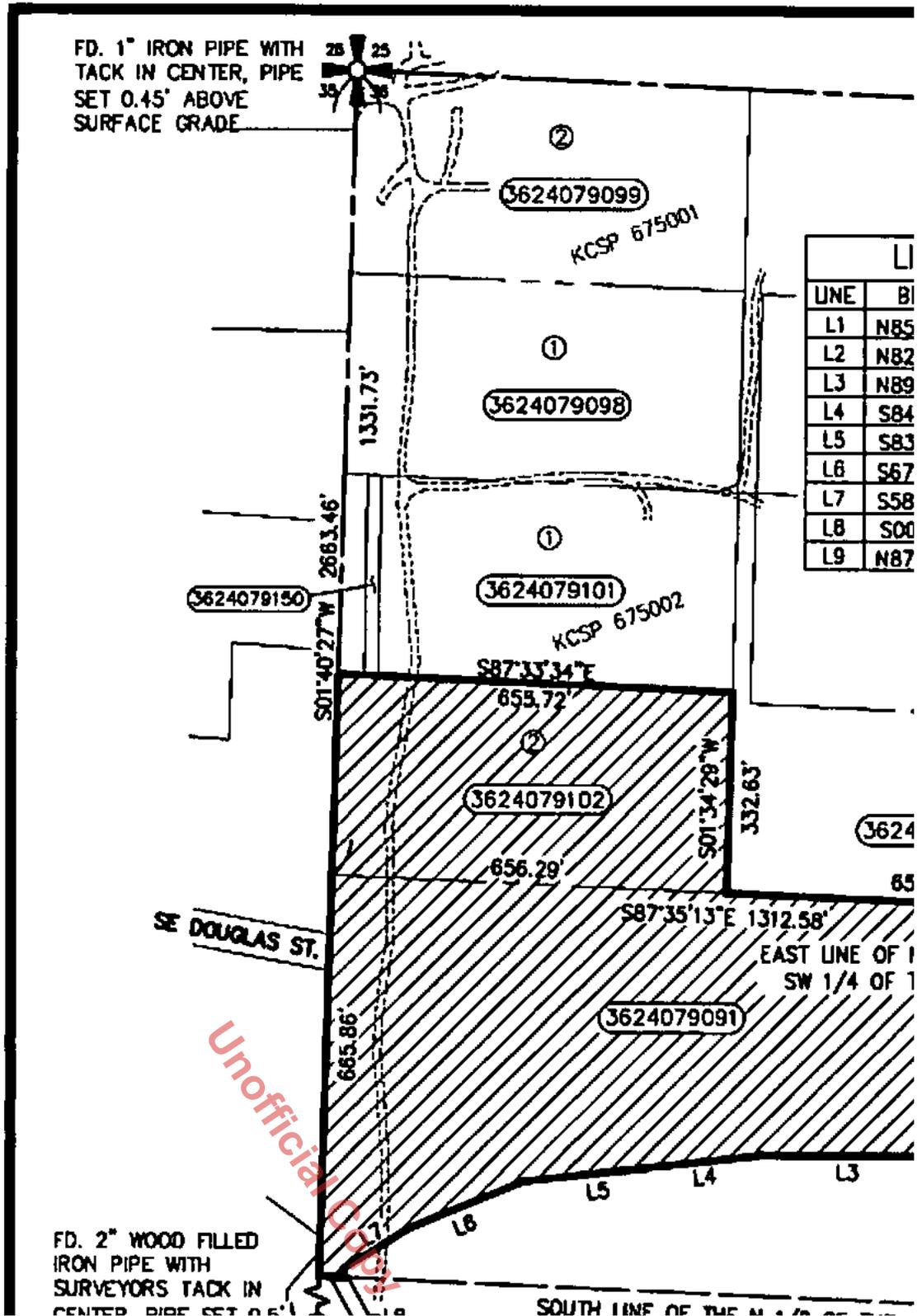


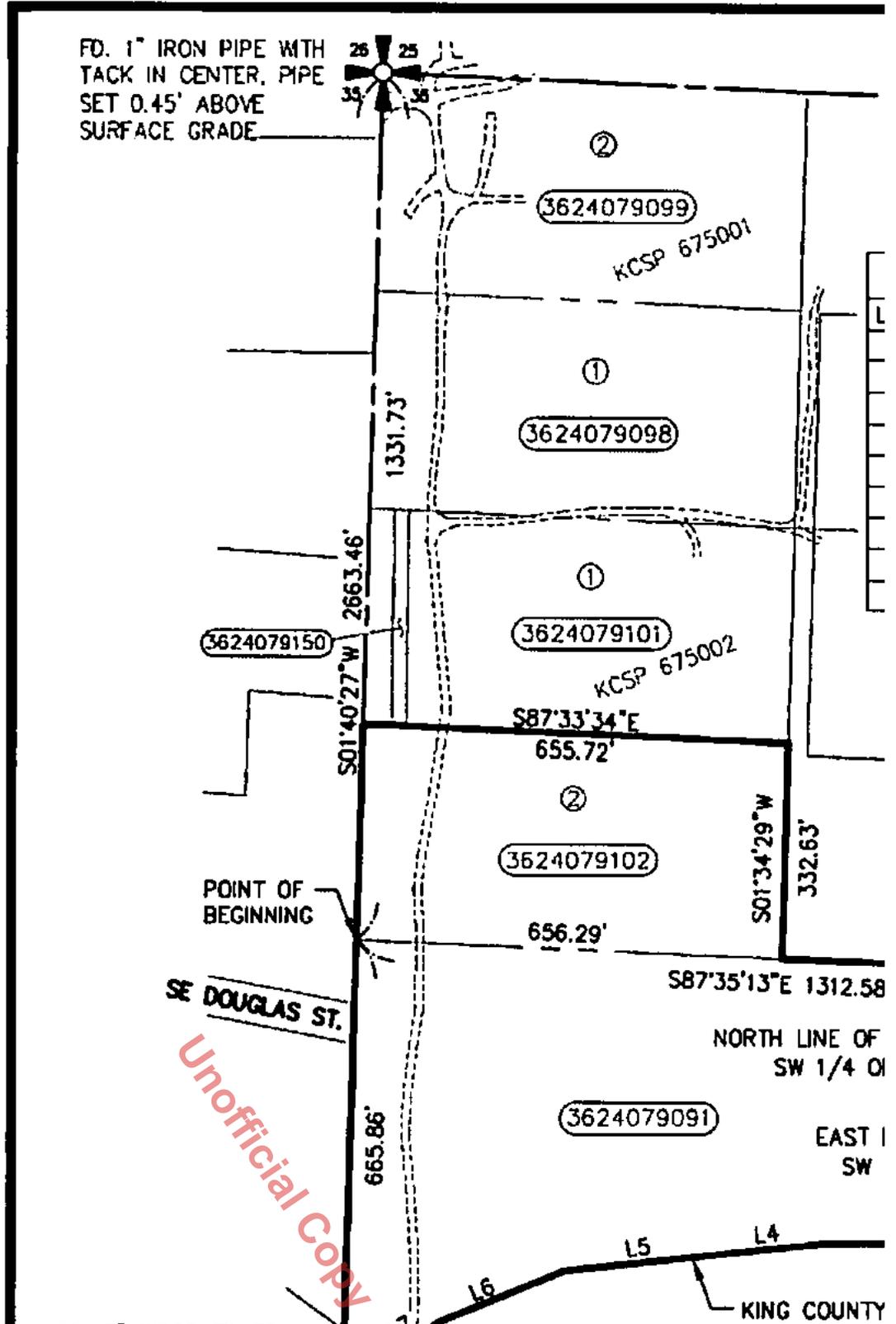
**EXHIBIT 2
DUTCZAK PROPERTY LEGAL DESCR**

**LOT 1 OF KING COUNTY SHORT PLAT NUMBER 675002
SURVEY RECORDED UNDER RECORDING NUMBER 751
COUNTY, WASHINGTON;**

CONTAINING 218,091 SQUARE FEET OR 5.0 ACRES MOF

Unofficial Copy





**EXHIBIT 3
ANNEXATION AREA LEGAL DESCRIP**

THOSE PORTIONS OF THE NORTHWEST QUARTER OF SECTION 30
RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED

LOT 2 KING COUNTY SHORT PLAT 675002 AS FILED UNDER RECC

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUAR
NORTHWEST QUARTER OF SAID SECTION LYING NORTHERLY OF
COUNTY URBAN GROWTH BOUNDARY AS DEFINED BY KING CO
16263, AND AS SHOWN ON RECORD OF SURVEY FILED JULY 21, 2
RECORDING NO. 20100721900002, RECORDS OF KING COUNTY, W
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION,
TACK IN PLUG FOUND IN PLACE, FROM WHICH THE WEST QUAR
SECTION, A 2" IRON PIPE WITH TACK AND PLUG FOUND IN PLAC
SOUTH 01°40'27" WEST 2,663.46 FEET DISTANT;

THENCE SOUTH 01°40'27" WEST ALONG THE WEST LINE OF SAID
OF 1,331.73 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUA
OF BEGINNING;

THENCE SOUTH 87°35'13" EAST ALONG SAID NORTH LINE A DIST
TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 01°28'31" WEST ALONG THE EAST LINE OF SAID
A DISTANCE OF 442.35 FEET TO THE 2008 KING COUNTY URBAN G
LINE AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND
RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORDING NO
RECORDS OF KING COUNTY, WASHINGTON; THENCE WESTERLY
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;

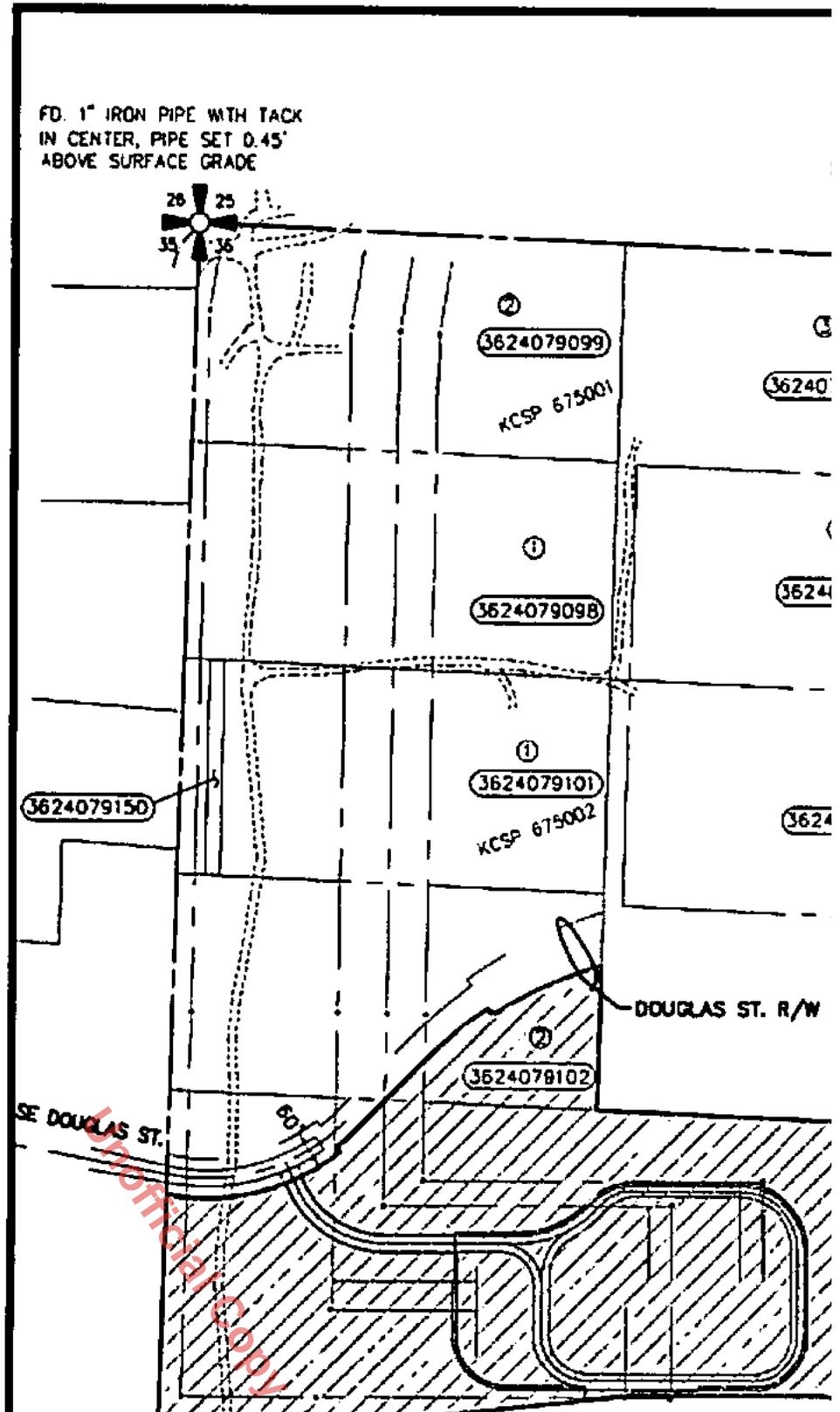
THENCE NORTH 89°57'59" WEST A DISTANCE OF 284.88 FEET;

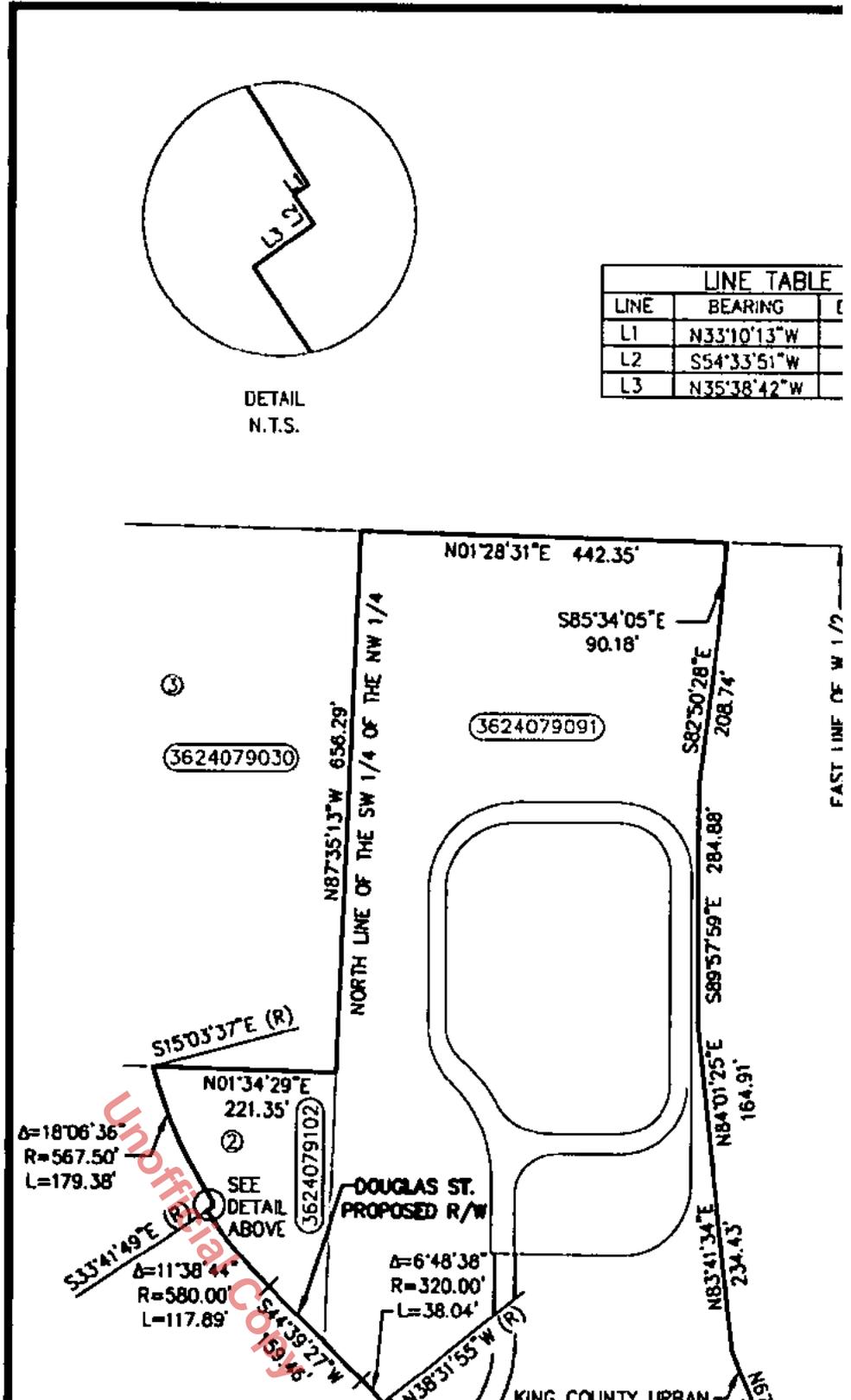
THENCE SOUTH 84°01'25" WEST A DISTANCE OF 164.91 FEET;

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;





**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. WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36 WITH A TACK IN PLUG FOUND IN PLACE, FROM THE WEST QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 1491.21 FEET DISTANT;

THENCE SOUTH 01°40'27" WEST ALONG THE WEST LINE OF SAID WEST QUARTER CORNER OF SAID SECTION, A DISTANCE OF 1491.21 FEET TO THE POINT OF BEGINNING; CONTINUING SOUTH 01°40'27" WEST ALONG SAID WEST LINE OF SAID WEST QUARTER CORNER OF SAID SECTION, A DISTANCE OF 506.39 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID WEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE OF SAID WEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 41.35 FEET TO THE 2008 KING COUNTY URBAN GROWTH BOUNDARY AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORD NO. 20100721900002, RECORDS OF KING COUNTY, WASHINGTON; THENCE ALONG SAID URBAN GROWTH BOUNDARY THE FOLLOWING: 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 SOUTH LINE OF SAID WEST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 01°28'31" EAST ALONG SAID EAST LINE OF SAID WEST HALF OF SAID NORTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 412.25 FEET TO THE NORTH LINE

THENCE NORTH 33°10'13" WEST A DISTANCE OF 2.43 F
THENCE SOUTH 54°33'51" WEST A DISTANCE OF 4.89 F
THENCE NORTH 35°38'42" WEST A DISTANCE OF 10.25 F
RADIAL INTERSECTION WITH AN ARC OF A CURVE CO
SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH
FEET DISTANT;

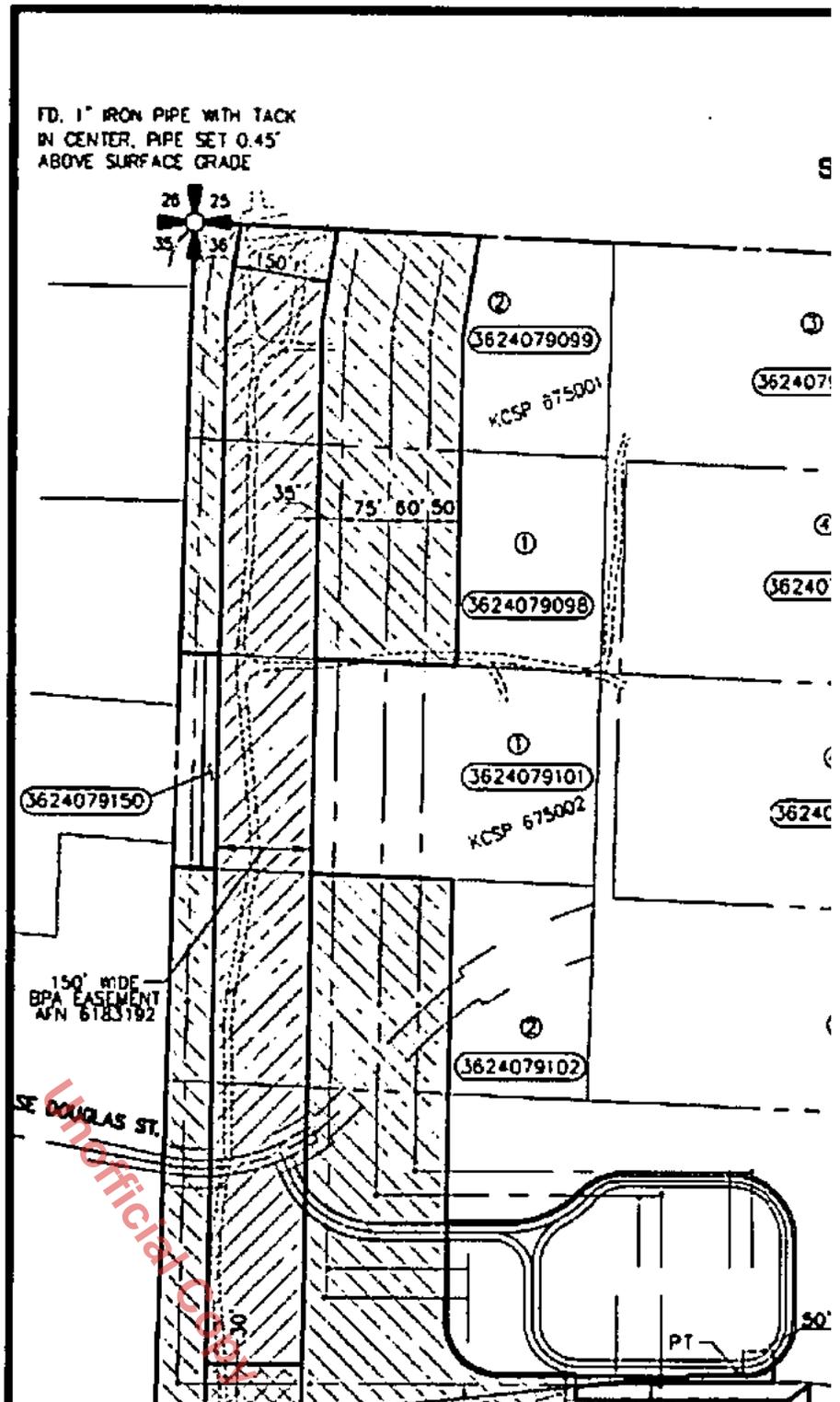
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID C
CENTRAL ANGLE OF 11°38'44" A DISTANCE OF 117.89 F
THENCE SOUTH 44°39'27" WEST A DISTANCE OF 159.46
BEGINNING OF A CURVE CONCAVE TO THE NORTHWE
RADIUS OF 320.00 FEET;

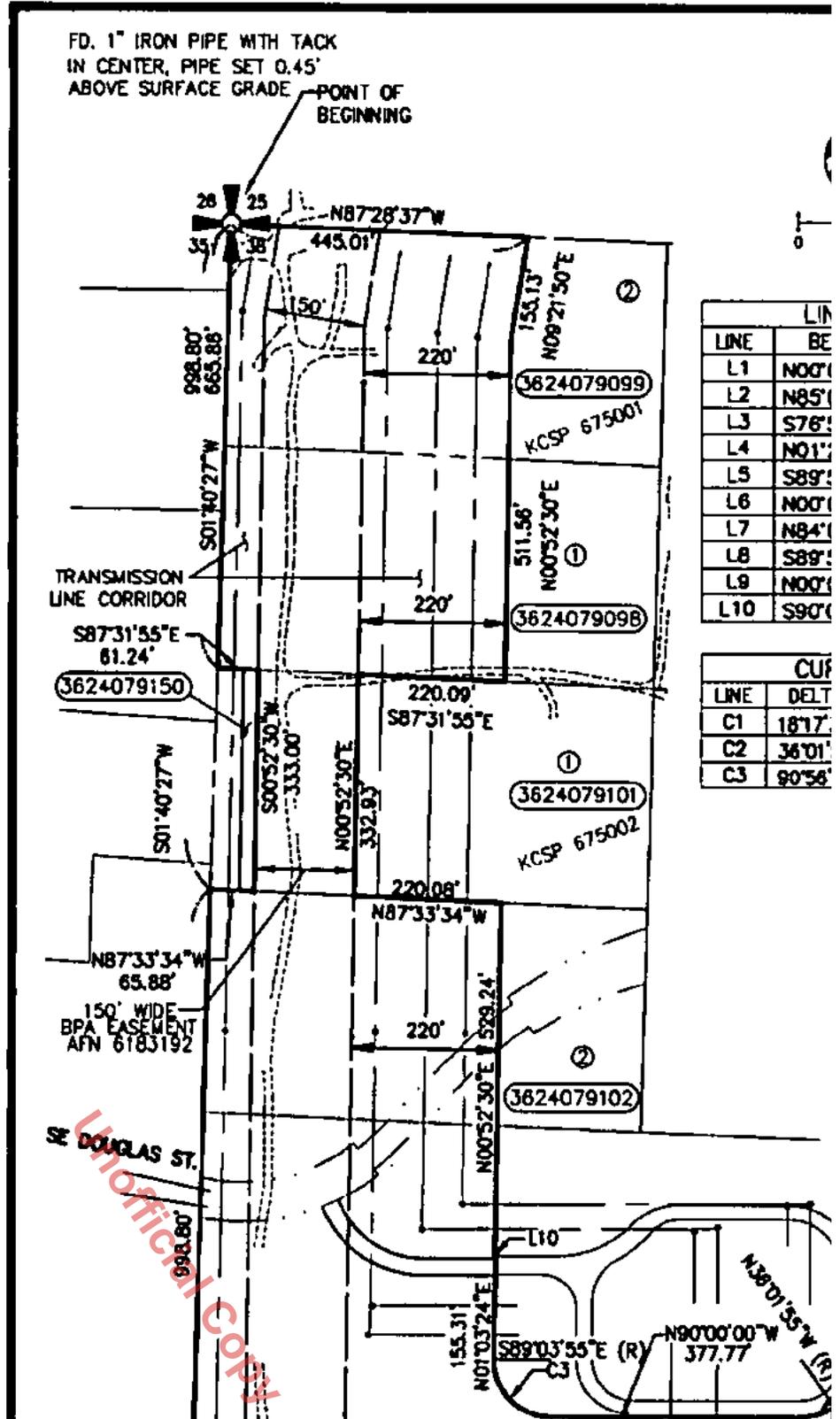
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID C
CENTRAL ANGLE OF 06°48'38" A DISTANCE OF 38.04 FE
THENCE SOUTH 38°31'55" EAST A DISTANCE OF 10.00 F
RADIAL INTERSECTION WITH AN ARC OF A CURVE CO
NORTH FROM WHICH ITS CENTER BEARS NORTH 38°31
FEET DISTANT;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE
CENTRAL ANGLE OF 49°17'52" A DISTANCE OF 283.93 F
OF SAID SECTION AND THE POINT OF BEGINNING.

CONTAINING 631,753 SQUARE FEET OR 14.50 ACRES MC

Unofficial Copy





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

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

**BEGINNING AT THE NORTHWEST CORNER OF SAID SE
PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM W
QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE W
PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST,
DISTANT;**

**THENCE SOUTH 01°40'27" WEST ALONG THE WEST LINE
DISTANCE OF 665.86 FEET TO THE SOUTH LINE OF LOT
NUMBER 675001; THENCE SOUTH 87°31'55" EAST ALONG
A DISTANCE OF 61.24 FEET TO THE WESTERLY MARGIN
POWER ADMINISTRATION RIGHT OF WAY AS ESTABLIS
INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6
SAID COUNTY; THENCE SOUTH 00°52'30" WEST ALONG
MARGIN A DISTANCE OF 333.00 FEET TO THE NORTH LI
SHORT PLAT NUMBER 675002; THENCE NORTH 87°33'34
NORTH LINE A DISTANCE OF 65.88 FEET TO THE WEST I
SECTION; THENCE SOUTH 01°40'27" WEST ALONG THE
SECTION A DISTANCE OF 998.80 FEET TO THE SOUTH L
HALF; THENCE SOUTH 87°38'29" EAST ALONG THE SOU
NORTH HALF A DISTANCE OF 388.43 FEET;**

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

SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THE
 ANGLE OF $18^{\circ}17'38''$ A DISTANCE OF 45.21 FEET;
 THENCE SOUTH $89^{\circ}54'29''$ WEST A DISTANCE OF 330.38 F
 THENCE NORTH $00^{\circ}01'43''$ WEST A DISTANCE OF 21.57 FE
 GROWTH BOUNDARY;
 THENCE NORTH $84^{\circ}01'25''$ EAST ALONG SAID URBAN GR
 A DISTANCE OF 78.46 FEET;
 THENCE SOUTH $89^{\circ}57'59''$ EAST ALONG SAID URBAN GR
 A DISTANCE OF 230.31 FEET;
 THENCE NORTH $00^{\circ}00'00''$ WEST A DISTANCE OF 24.09 FE
 RADIAL INTERSECTION WITH AN ARC OF A CURVE CON
 NORTHWEST FROM WHICH ITS CENTER BEARS NORTH
 85.00 FEET DISTANT;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID C
 CENTRAL ANGLE OF $36^{\circ}01'55''$ A DISTANCE OF 53.45 FEET
 THENCE NORTH $90^{\circ}00'00''$ WEST A DISTANCE OF 377.77 FE
 BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST
 OF 85.00 FEET;
 THENCE NORTHWESTERLY ALONG THE ARC OF SAID C
 CENTRAL ANGLE OF $90^{\circ}56'05''$ A DISTANCE OF 134.90 FEET
 THENCE NORTH $01^{\circ}03'24''$ EAST A DISTANCE OF 155.31 FEET
 THENCE SOUTH $90^{\circ}00'00''$ WEST A DISTANCE OF 1.27 FEET
 220.00 FEET EASTERLY OF THE EASTERLY MARGIN OF S
 POWER ADMINISTRATION RIGHT OF WAY;
 THENCE NORTH $00^{\circ}52'30''$ EAST ALONG A LINE PARALLEL
 220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A D
 529.24 FEET TO THE NORTH LINE OF LOT 2 SAID SHORT I
 675002; THENCE NORTH $87^{\circ}33'34''$ WEST ALONG THE NO
 LOT 2 A DISTANCE OF 220.08 FEET TO SAID EASTERLY M
 NORTH $00^{\circ}52'30''$ EAST ALONG SAID EASTERLY MARGIN
 332.93 FEET TO THE SOUTH LINE OF LOT 1 SAID SHORT I
 675001; THENCE SOUTH $87^{\circ}31'55''$ EAST ALONG THE SOU
 LOT 1 A DISTANCE OF 220.09 FEET TO A POINT PARALLE
 FEET EASTERLY OF SAID EASTERLY MARGIN; THENCE 1

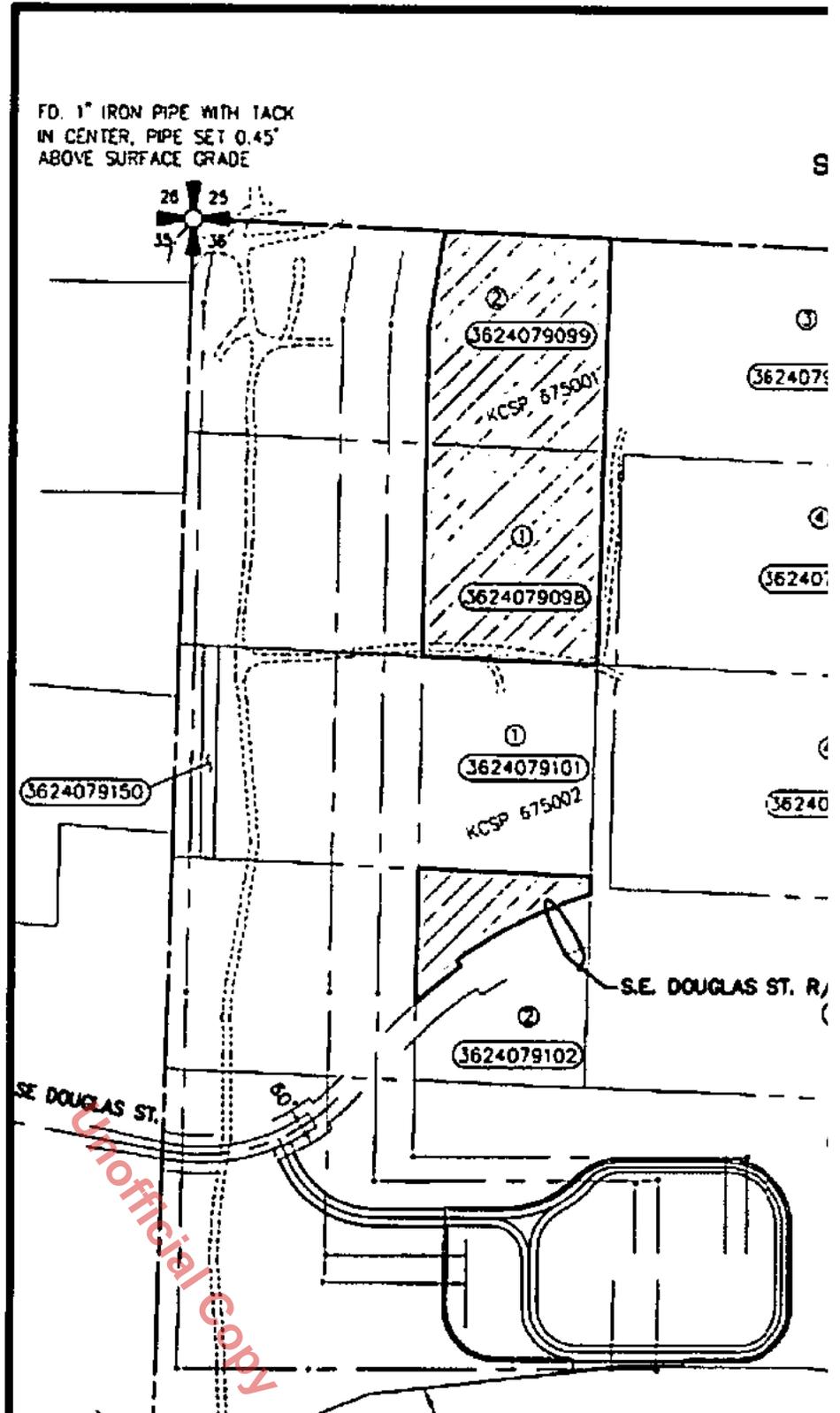


EXHIBIT 6
FUTURE DEVELOPMENT AREA LEGAL DE

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SE
675001, AS FILED UNDER RECORDING NUMBER 751010
KING COUNTY, WASHINGTON, DESCRIBED AS FOLLO'

**BEGINNING AT THE NORTHEAST CORNER OF SAID LC
THENCE SOUTH 01°34'29" WEST ALONG THE EAST LIN
AND 2 A DISTANCE OF 665.25 FEET TO THE SOUTHEAS
LOT 1;**

**THENCE NORTH 87°31'55" WEST ALONG THE SOUTH L
DISTANCE OF 273.78 FEET TO A POINT LYING 170.00 FE
EASTERLY MARGIN OF A BONNEVILLE POWER ADME
WAY AS ESTABLISHED BY INSTRUMENT RECORDED U
FILE NO. 6183192, RECORDS OF SAID COUNTY;**

**THENCE NORTH 00°52'30" EAST ALONG A LINE 170.00 F
AND PARALLEL WITH SAID EASTERLY MARGIN A DIS
FEET;**

**THENCE CONTINUING ALONG SAID PARALLEL LINE N
A DISTANCE OF 152.84 FEET TO THE NORTH LINE OF S.
THENCE SOUTH 87°28'37" EAST ALONG SAID NORTH L
259.35 FEET TO THE POINT OF BEGINNING;**

TOGETHER WITH:

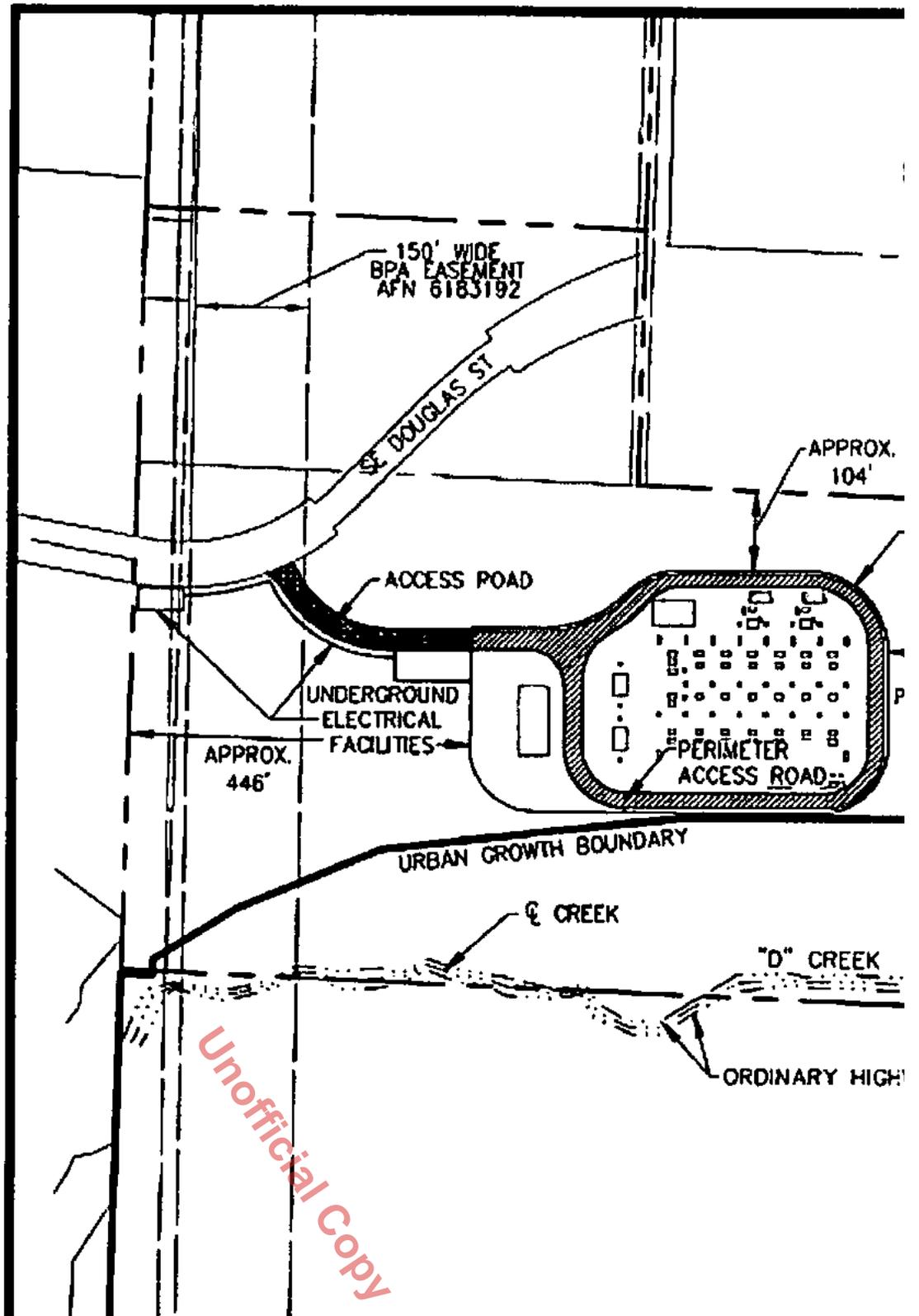
**THAT PORTION OF LOT 2 OF KING COUNTY SHORT PL.
AS FILED UNDER RECORDING NUMBER 7510100717, RE
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

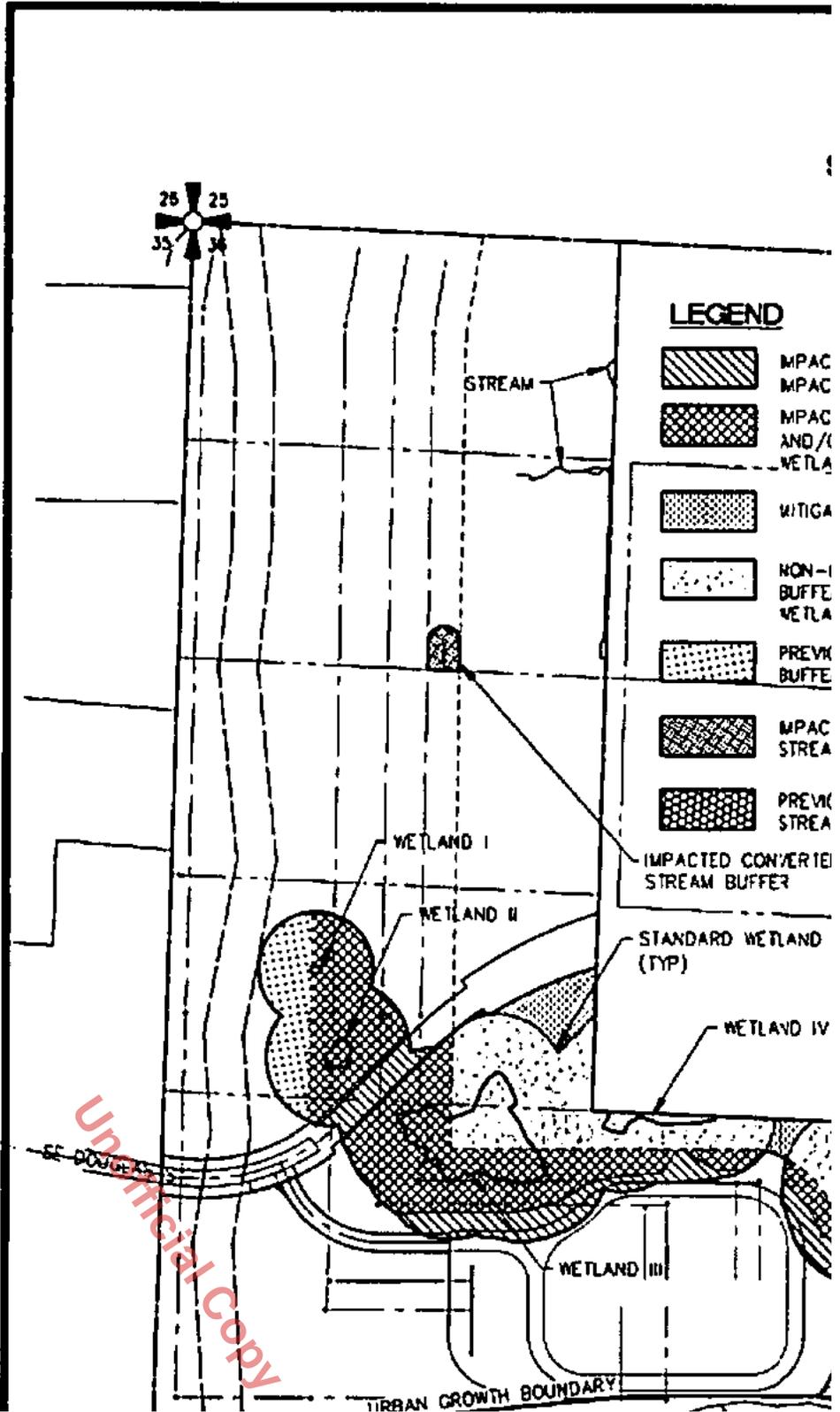
**BEGINNING AT THE NORTHEAST CORNER OF SAID LC
THENCE NORTH 87°33'34" WEST ALONG THE NORTH L
DISTANCE OF 269.71 FEET TO A POINT LYING 170.00 FE
EASTERLY MARGIN OF A BONNEVILLE POWER ADME**

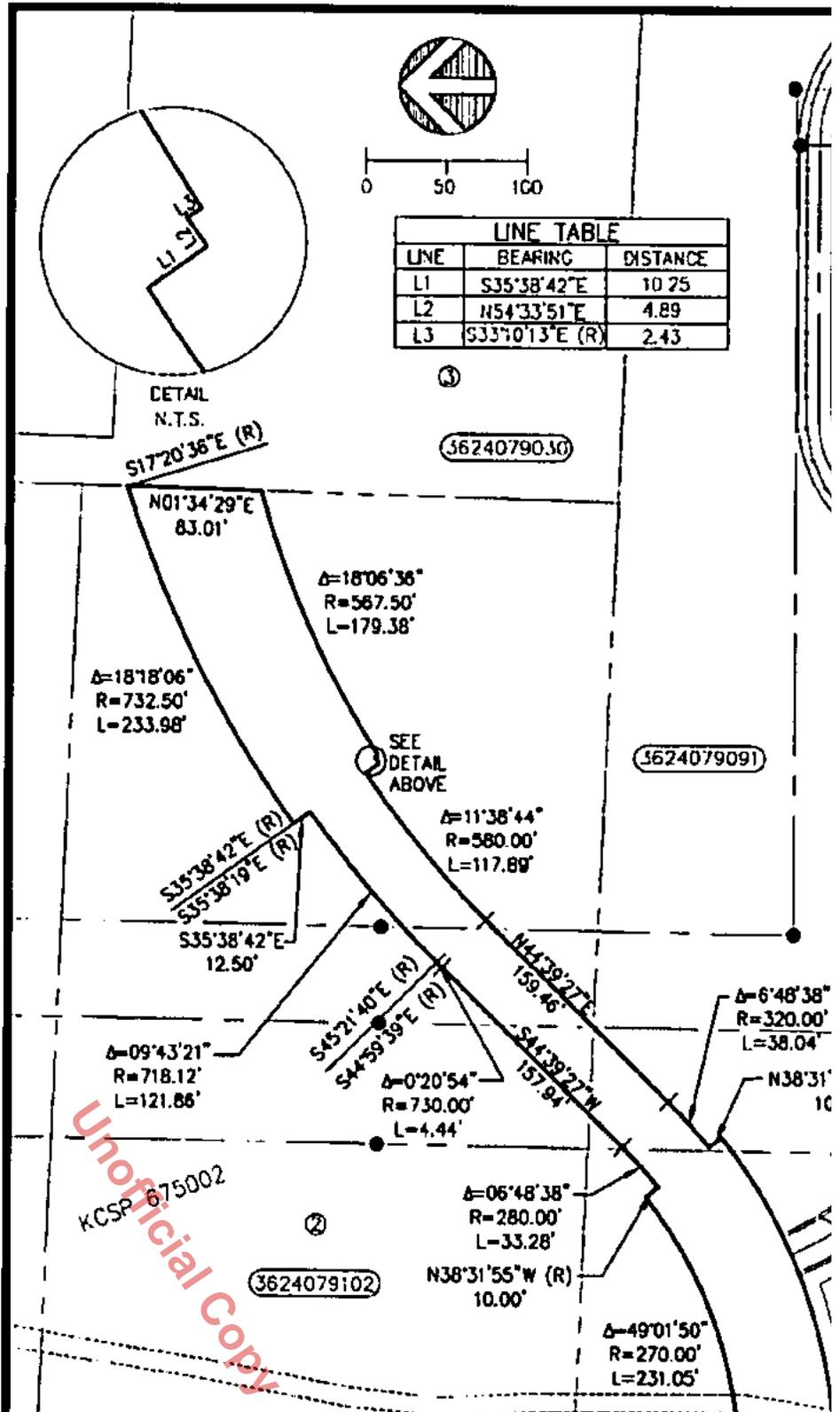
SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH
FEET DISTANT;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID
CENTRAL ANGLE OF 18°18'06" A DISTANCE OF 233.98 F
LINE OF SAID LOT 2;
THENCE NORTH 01°34'29" EAST ALONG SAID EAST LI
28.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 210,682 SQUARE FEET OR 4.84 ACRES MC

Unofficial Copy

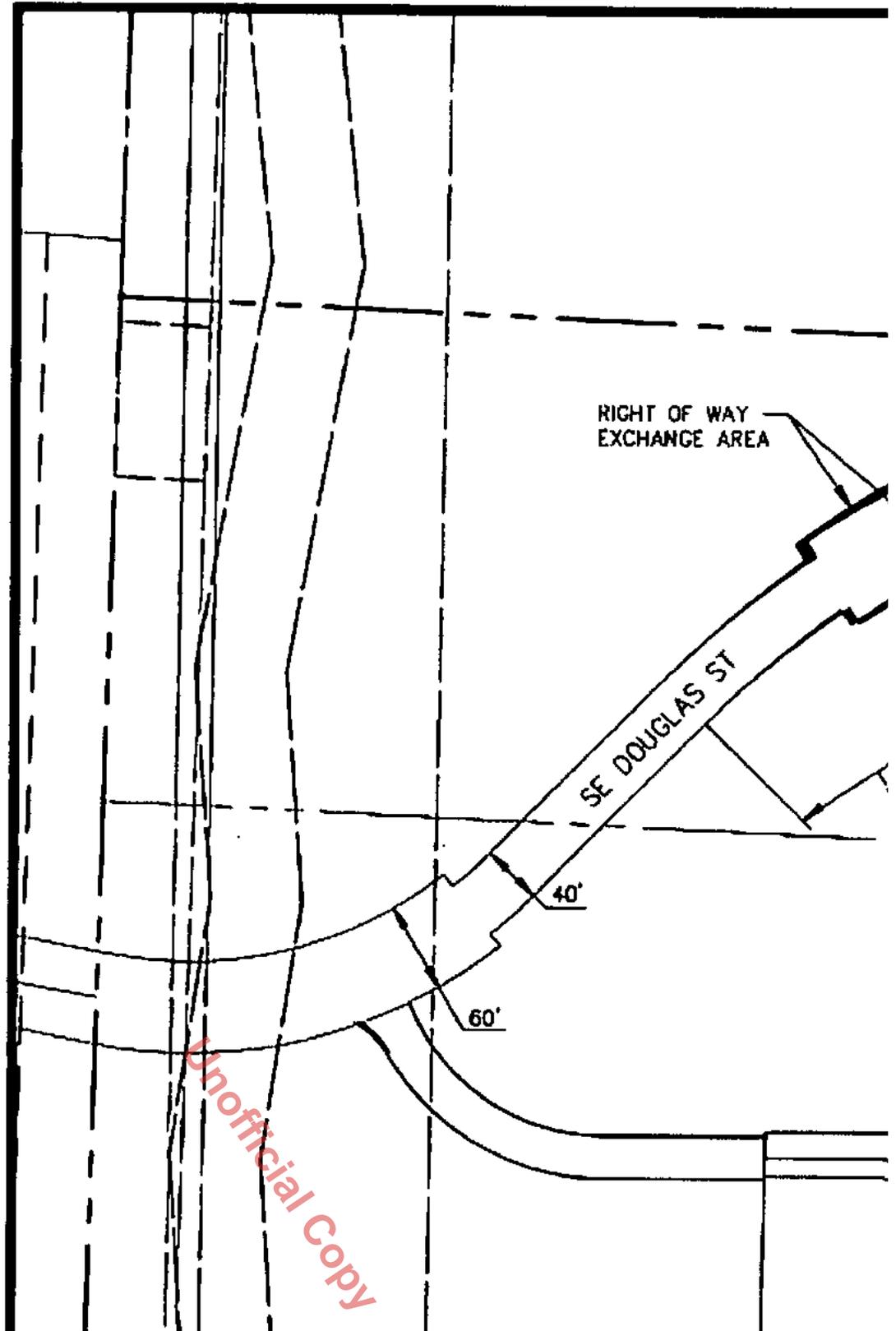






THENCE SOUTHWESTERLY ALONG THE ARC OF SAID ()
CENTRAL ANGLE OF 18°18'06" A DISTANCE OF 233.98 F
THENCE SOUTH 35°38'42" EAST ALONG A RADIAL LINE
12.50 FEET TO A NON-RADIAL INTERSECTION WITH AN
CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENT
SOUTH 35°38'19" EAST 718.12 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID ()
CENTRAL ANGLE OF 09°43'21" A DISTANCE OF 121.86 F
TANGENT ARC OF A CURVE CONCAVE TO THE SOUTH
ITS CENTER BEARS SOUTH 44°59'39" EAST 730.00 FEET
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID ()
CENTRAL ANGLE OF 00°20'54" A DISTANCE OF 4.44 FEE
THENCE SOUTH 44°39'27" WEST A DISTANCE OF 157.94
BEGINNING OF A CURVE CONCAVE TO THE NORTHWE
RADIUS OF 280.00 FEET;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID ()
CENTRAL ANGLE OF 06°48'38" A DISTANCE OF 33.28 FE
THENCE NORTH 38°31'55" WEST ALONG A RADIAL LINE
10.00 FEET TO AN INTERSECTION WITH AN ARC OF A C
THE NORTHWEST HAVING A RADIUS OF 270.00 FEET, T
COURSE BEING ITS RADIAL LINE;
THENCE WESTERLY ALONG THE ARC OF SAID CURVE
CENTRAL ANGLE OF 49°01'50" A DISTANCE OF 231.05 F
THENCE NORTH 79°30'06" WEST A DISTANCE OF 10.85 I
LINE AND THE POINT OF BEGINNING.

CONTAINING 43,634 SQUARE FEET OR 1.00 ACRE MORE



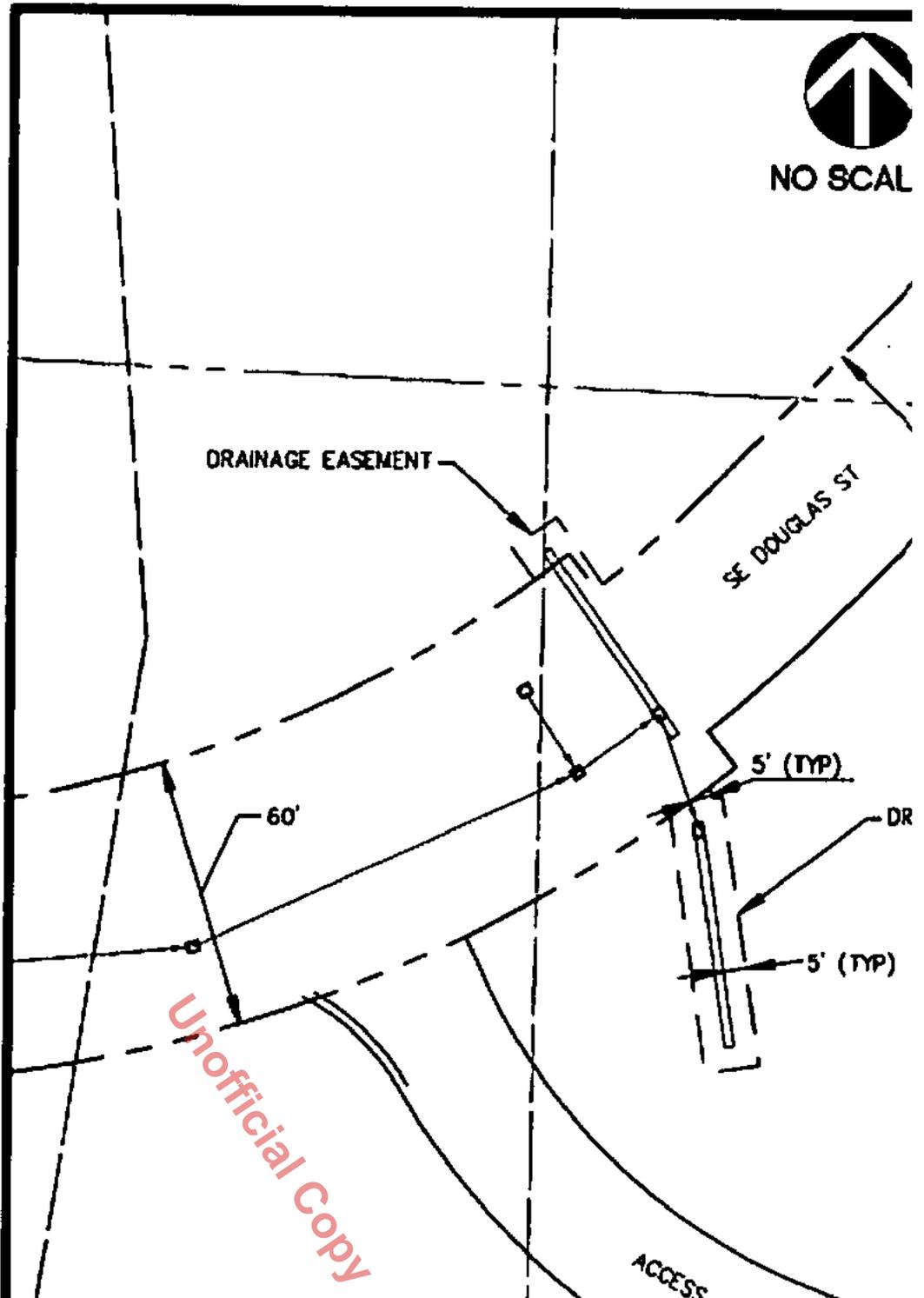


EXHIBIT 12

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

DOCUMENT TITLE(S) (or transactions contained therein):
 Covenant and Grant of Easement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RECORDED:
 n/a
 Additional reference #s on page _____ of document(s)

GRANTOR(S) (Last name first, then first name and initials)
 Puget Sound Energy, Inc.
 Additional names on page _____ of document

GRANTEE(S) (Last name first, then first name and initials)
 City of Snoqualmie

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.

SECTION I.

RECITALS

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

B. **PSE** has submitted to the City of Snoqualmie (the “**City**”) an application to accomplish annexation of a portion of the **PSE Property** into the **City**. The portion of the **PSE Property** will lie within the corporate limits of the **City** and the remainder 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 a portion of the **PSE Property**, and an overhead transmission line and facility (the “**Transmission Line Corridor**”) through both the **PSE Property** and the **County**. The **Transmission Line Corridor** will run north-south from the north line of the **PSE Property** to the **Substation** and southward through the **County** to the **Property** that lies outside of the **City** in unincorporated King County. The specific provisions in this **Covenant and Easement** are specifically intended to regulate the utility nature of **PSE** and the fact that **PSE**’s proposed land disturbance, wetland buffer, and stream buffer disturbance, is limited to that amount necessary to maintain the electrical utility facilities and, as such, are not intended as a public use of any other property or situation.

D. The **PSE Property** contains a number of wetland areas. The portion of the **PSE Property** annexed to the **City** near the area where **PSE** intends to develop the **Substation** and **Transmission Line Corridor** is subject to the **Covenant and Easement**. Other portions of the **PSE Property**, outside the **City**, also contain a number of wetland areas.

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. **“D” creek is located to the south of the PSE Property and will not be annexed to the City.**

H. Pursuant to SMC 19.12.030(C) PSE has proposed per the PAUE approval wetlands resulting from removal of existing trees to change the wetland and stream vegetative condition. This proposed alteration will require a PAUE approval.

I. Pursuant to SMC 19.12.080, PSE has proposed certain alterations (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 utility infrastructure, including but not limited to, poles and structures to allow for the right-of-way dedication and later construction of an extension of the **Douglas Street Extension** across the **PSE Property**.

Exhibit D “Wetland and Stream Buffer Area” illustrates the location of wetlands 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 **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 **Douglas Street Extension** (the **“Impacted Buffers”** and/or **“Impacted-Converted Wetland Buffers”**) or by construction of the transmission and distribution lines which require conversion of the **Standard Wetland Buffer** and **Standard Stream Buffer** areas from the shrub-scrub vegetative condition (the **“Impacted-Converted Wetland Buffers”** and/or **“Impacted-Converted Stream Buffer and/or Impacted-Converted Wetland Buffers”**).

(4) Identifies wetland buffer areas that have been added to the **PSE Property** (the **“Mitigated Buffer Areas”**) and the **Standard Wetland Buffers** required by **City** regulation (the **“Mitigated Buffer Areas”**) permitted by SMC 19.12.080.

vegetation to permit construction of the transmission and distribution line require periodic alteration of the vegetation in this area for ongoing operation. **“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 the **Covenant and Easement** (Parcel Nos. 3624079091 and 3624079102). A portion of the **Vegetation Maintenance Area** is located on **PSE** parcels that are not being annexed to the **City** at the time of execution of the **Covenant and Easement** (Parcel Nos. 3624079098 and 3624079099). The **Vegetation Maintenance Area** overlaps with portions of the wetland areas, the **Wetland and Stream Impacted Buffers and/or Impacted Wetlands** and **Impacted-Converted Stream Wetland Buffers** as shown on Exhibit D. The provisions contained in this **Covenant and Easement** including paragraphs 4-9 below to mitigate for impacts from alteration of existing vegetation and to construct and maintain the **Substation** and the transmission line corridor **Buffer** functions as required by **City** regulations in perpetuity.

L. The **PSE** proposal is to use a portion of the **PSE Property** as a portion of the **Perimeter Buffer** required for the development of the **UGA**. 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** (situated between the southerly boundary of the **PSE Property** and the **Substation** typically located on the property proposed for development rather than the **Perimeter Buffer**). While the **Perimeter Buffer** is located on a portion of the **PSE Property**, the **Perimeter Buffer** functions will be ensured and protected in perpetuity through the **Covenant and Easement**. The **City’s** decision to: (i) annex the **PSE Property** to the **City**; (ii) permit construction, operations, and continual maintenance of transmission lines and poles, and other utility infrastructure; and (iii) allow for the use of public trails, is conditioned, in part, upon subjecting the **Perimeter Buffer**, the **Native Growth Protection Area** and a portion of the **Vegetation Maintenance Area** to the provisions contained in this **Covenant and Easement**, including 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** functions in perpetuity subject to the above permitted uses.

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

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

2. Limitations on Disturbance in Wetland and Stream Buffer. **Stream Buffer** shall be left permanently in its natural state, except for those **Stream Buffer Area** that are also located within the **Vegetation Maintenance Area**. **PSE** may request and the **City** may approve proposals to enhance vegetation within the **Stream Buffer** as part of the approved wetland mitigation plan. **PSE** may approve a public trail to be located within the **Wetland and Stream Buffer** as long as it meets the requirements for such trails in SMC 19.12.170(C)(11) and .180(F)(7). **Facilities**, if approved by the **City** pursuant to SMC 19.12.170(C)(7) shall be located, installed, and maintained within the **Wetland and Stream Buffer**. **Activities** such as brush removal, clearing, grading, filling, motorized vehicle operation, and construction of any kind shall occur within the **Wetland and Stream Buffer** (except for those activities set forth in paragraph 3 below) those activities set forth in the **City** code applicable to **Stream Buffer** areas may be allowed; and except **PSE** may seek **City** approval to remove a danger tree that is identified as a hazard to the transmission lines or structures. **PSE** shall obtain prior written approval from the **City** for such specific activities. **Stream Buffer** within the **Wetland and Stream Buffer** is retained by **PSE**, subject to SMC 19.12.170(C)(7) that the use by **PSE** does not interfere with, obstruct, or endanger the **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 **Stream Buffer** also located within the **Vegetation Maintenance Area**, **E**, as necessary, to construct and maintain the **Substation** area and the **lines and poles**, as further described in Section III below. Provided, however, **PSE** is allowed to (a) perform grubbing or stump removal or other associated activities within the wetland, or (b) drive or operate any motorized equipment in any wetland area, **PSE** shall not remove tree tops, may only be performed to the extent that they can be reasonably expected to be **Stream Buffer**, including **Stream Buffer**. Hand equipment or pickers will be used to remove tree cuttings from wetland areas, as applicable.

SECTION III.

VEGETATION MAINTENANCE AREA COVENANT AGREEMENT

transmission lines, fiber optic cables and/or other utility lines, as **“Transmission Line Corridor.”** In connection with the construction and maintenance of transmission lines, cables, and/or other utility lines, PSE shall have the right to clear and other vegetation in order to install poles, and to remove trees and other vegetation on a case-by-case basis in accordance with Federal Energy Regulatory Commission (“FERC”) and other state or federal regulatory requirements and vegetation that have or will have a mature height above the height removed for 230KV lines and above the height of twenty five (25) feet for 115KV lines, or girdling, or topping at the appropriate height. These activities may require a permit from the City or County, depending on where the activity occurs. In areas that are not designated as areas disturbed and/or of alternative areas, consistent with the requirements of the Vegetation Management, Mitigation and Replacement, described in **Exhibit H Activities and Mitigation**) PSE shall be responsible for maintaining the vegetation installed pursuant to **Exhibit H** and shall also be responsible for replanting trees that are lost due to blow down for a period of ten (10) years from the time the project is completed.

If the County imposes requirements on any clearing or grading permit or other activity that requires vegetation management in the areas located within unincorporated King County with the terms of this **Covenant and Easement**, including those described in **Exhibit H**, and if the County imposes different mitigation for this clearing and grading than that required by **Exhibit H**, then the County’s mitigation requirements shall apply.

In addition, the City and PSE agree that no further mitigation should be required for the removal and maintenance associated with construction of the transmission lines 3624079098 and 3624079099 at the time of any future annexation of the areas. If mitigation may be required if, at the time of annexation, development of the areas for transmission lines is proposed.

6. **Substation Protection Corridor.** A portion of the Vegetation Management Area shown on **Exhibit I** is the **“Substation Protection Area,”** which lies immediately east of the east boundaries of the Substation. PSE shall have the right to remove and clear vegetation in the **Substation Protection Area**, as necessary, to protect the Substation in accordance with typical utility standards and/or as required by NERC, FERC and other regulatory requirements. These activities may require a clearing and grading permit from the City or County, depending on where the activity occurs. In areas that are not designated as areas disturbed and/or of alternative areas, consistent with the requirements of the Vegetation Management, Mitigation and Replacement, described in **Exhibit H**

requirements under NERC, FERC and other state or federal regulator and maintaining any public trail(s) as approved by the City, and (g) a under the BPA Easement for the PSE Property; the Vegetation Ma permanently undisturbed and in its natural state. Allowed activities applicable to wetlands, wetland buffers, and stream buffers may be all received prior written approval from the City to allow such specific ac possess the Vegetation Maintenance Area is retained by PSE because utility, provided that the use by PSE does not interfere with, obstruct o Vegetation Maintenance Area.

9. **Dutczak Property.** In the event that PSE acquires sufficient rig in the future to do so, PSE agrees at that time to convey to the Ci **Vegetation Maintenance Area** covenant and easement on the **Dutczak** with terms similar to the location and terms of this **Covenant and Easement** easement rights in the **Dutczak Property**, then PSE agrees to comply wi **and Easement** with respect to those easement rights.

SECTION IV.

NATIVE GROWTH PROTECTION AREA COVENANT

10. **Native Growth Protection Area.** In accordance with PSE's accordance with permits allowing for construction of the Substation an to establish and protect a **Perimeter Buffer** between property locate property located outside the City UGA and to allow buffer averaging Code for certain wetland buffers on the **PSE Property**, PSE hereby dec perpetual non-exclusive **Native Growth Protection Area** covenant an **Growth Protection Area**" described on **Exhibit F**. The **Native Growth** preservation of existing and any supplemental native vegetation within areas for all purposes that benefit the public health, safety and we **Perimeter Buffer**, control of surface water and erosion, maintenance aural buffering, and protection of plants and wildlife habitat.

11. **No Disturbance Allowed in Native Growth Protection A** **Protection Area** shall be left permanently in its natural state. PSE cove ground and all trees and all other vegetation within the **Native Growth** removal, topping, brush removal, clearing, grading, filling, building cons

impacts to vegetation that was altered or removed elsewhere in the Ve; The replacement plantings (type, size, amount, and location) shall be approval, consistent with the description in **Exhibit H**. PSE shall be re replacing any such replacement planting for a period of ten (10) ye replacement plantings are installed. In addition, PSE shall be responsib due to blow down in the **Native Growth Protection Area** at a ratio o years after the date trees or other vegetation is removed from the Ve adjacent to the **Native Growth Protection Area**.

SECTION V.

GENERAL PROVISIONS

13. **Definitions.** As used herein, the term “**Covenant and Ea collectively, the **Wetland and Stream Buffer Area, the Vegetation Native Growth Protection Area, including any such area as may herea over that portion of the Dutczak Property located within the Transmiss****

14. **General Provisions of Covenant.** In the event of a conflict b **Covenant and Easement** and conditions imposed with the decision on tl permits and approvals for the Mount Si Substation and associated tr without limitation, any conditions that may be imposed by the **Coun Transmission Line Corridor** located within unincorporated King Co **PAUE** and/or other project permits and approvals shall control, provi diminish PSE’s ability to comply with legal requirements for vegetatio facilities.

15. **Right of Entry by City.** The **City**, its successors and assigns, prior institution of any suit or proceeding at law, at such time as may b the **City’s** purposes, to enter upon and across the **PSE Property** (not in for ingress and egress to and from the **Covenant and Easement Ar purpose of monitoring and enforcing proper operation and mainten Easement Areas, for all purposes, including maintenance of water qua and erosion, maintenance of slope stability, visual and aural buffering, p habitat, replanting and restocking of plants or animal habitat, and any otl by the **City** to preserve and protect the **Covenant and Easement A permission to enter the **PSE Property** for the above purposes, this shall****

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

18. **No Waiver.** Any forbearance by the City to enforce the prov **Easement** shall not be deemed or construed to be a waiver of such term party in the exercise of any right or remedy upon any breach by the othe or remedy or be construed as a waiver.

19. **Amendment.** If circumstances arise under which an amendm **Covenant and Easement** would be appropriate, PSE and the City a **Covenant and Easement**. For example, should utility needs change suc additional transmission lines or utility infrastructure in areas protec **Easement**, and PSE can demonstrate to the City that it satisfies the re PAUE for such construction, and provides adequate mitigation for impacts, then PSE and the City may amend this **Covenant and Easement** however, any such amendment should not impact the **Perimeter Buff** described in this **Covenant and Easement** unless, at the time of such currently rural outside the City UGA has been added to the City's UGA. Any such amendment must be agreed to by both parties, must be in writ the official records of King County, Washington, and any other jurisdic necessary or appropriate, in the discretion of the City.

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

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

22. **Severability.** In the event a court of competent jurisdiction decl this **Covenant and Easement**, or the application thereof to any pers

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

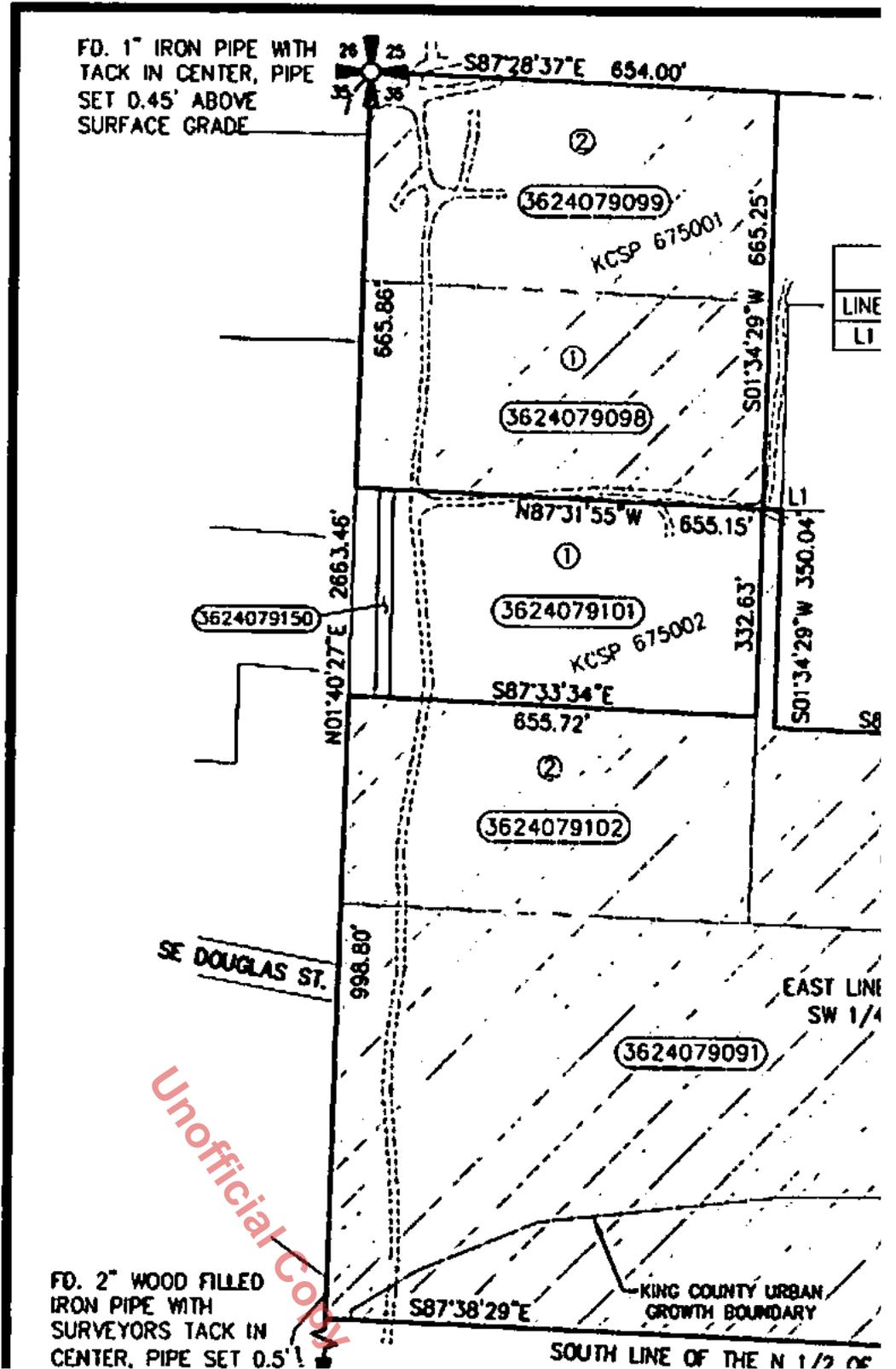
Exhibit F: Native Growth Protection Area

Exhibit G: Transmission Line Corridor

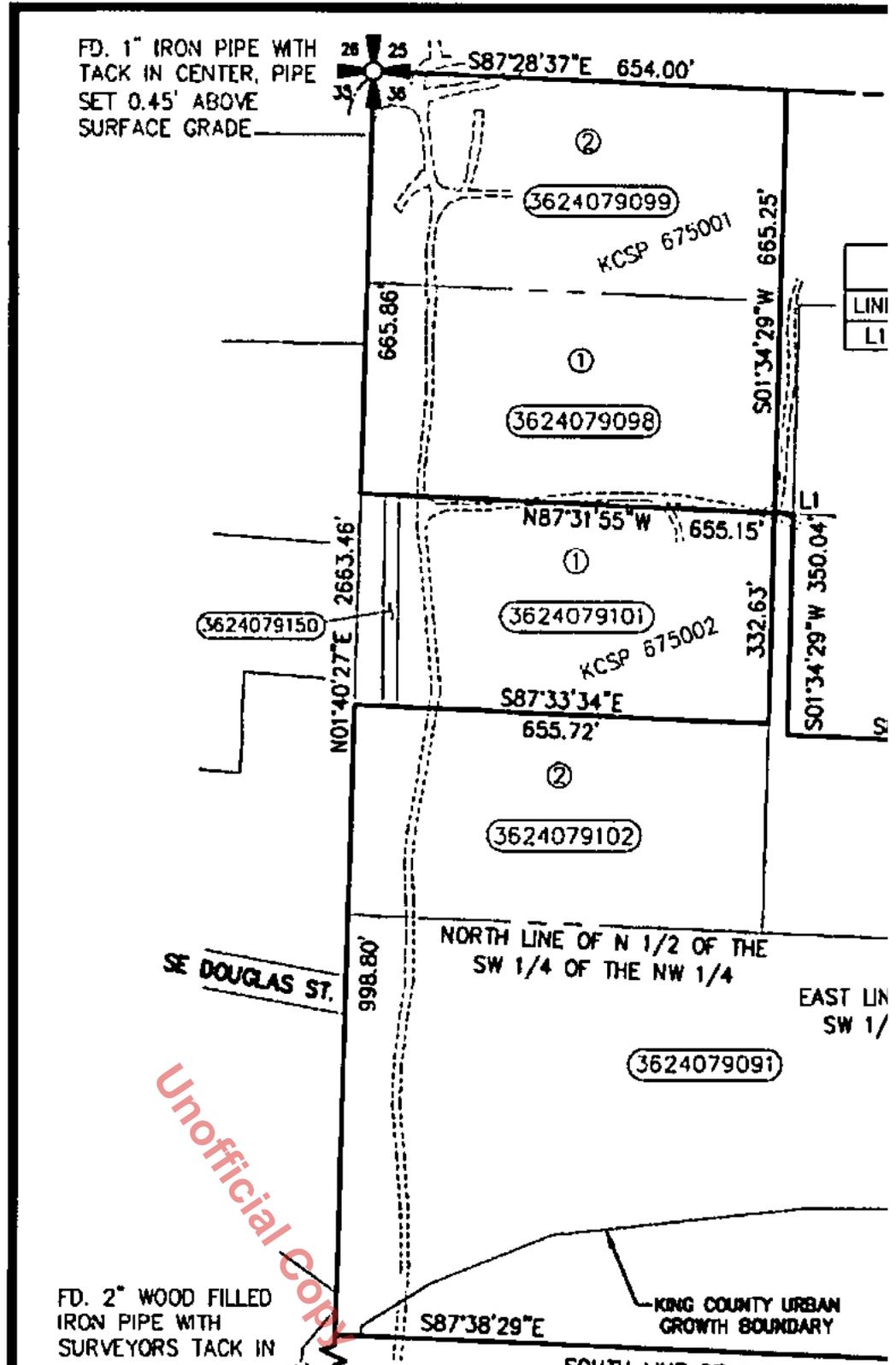
Exhibit H: Vegetation Maintenance Activities

Exhibit I: Substation Protection Area

Unofficial Copy



Unofficial Copy



Unofficial Copy

**EXHIBIT A
PSE PROPERTY LEGAL DESCRIPTION**

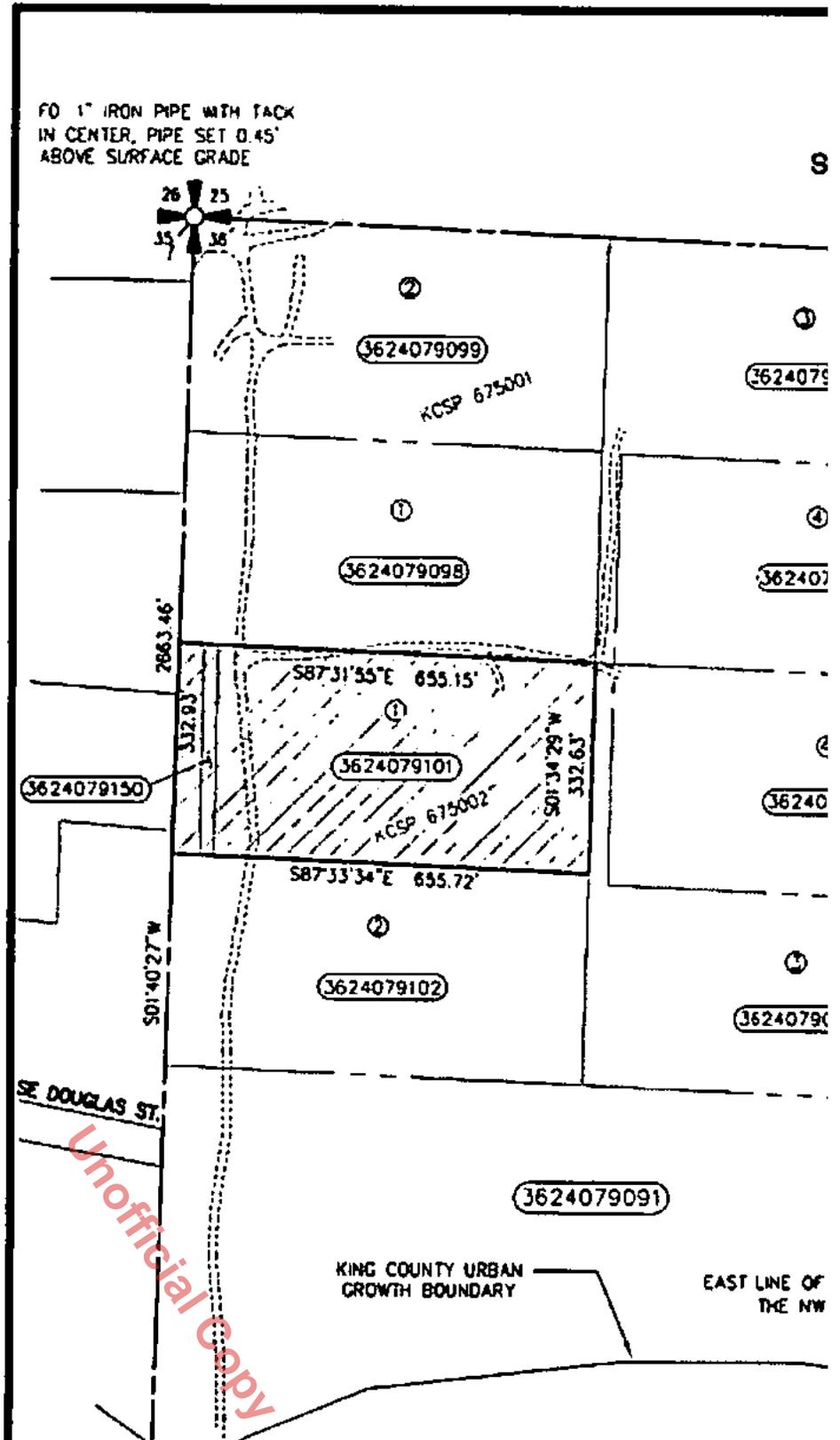
**LOTS 1 AND 2 OF KING COUNTY SHORT PLAT NUMBER
UNDER RECORDING NUMBER 7510100716 RECORDS OF
WASHINGTON;**

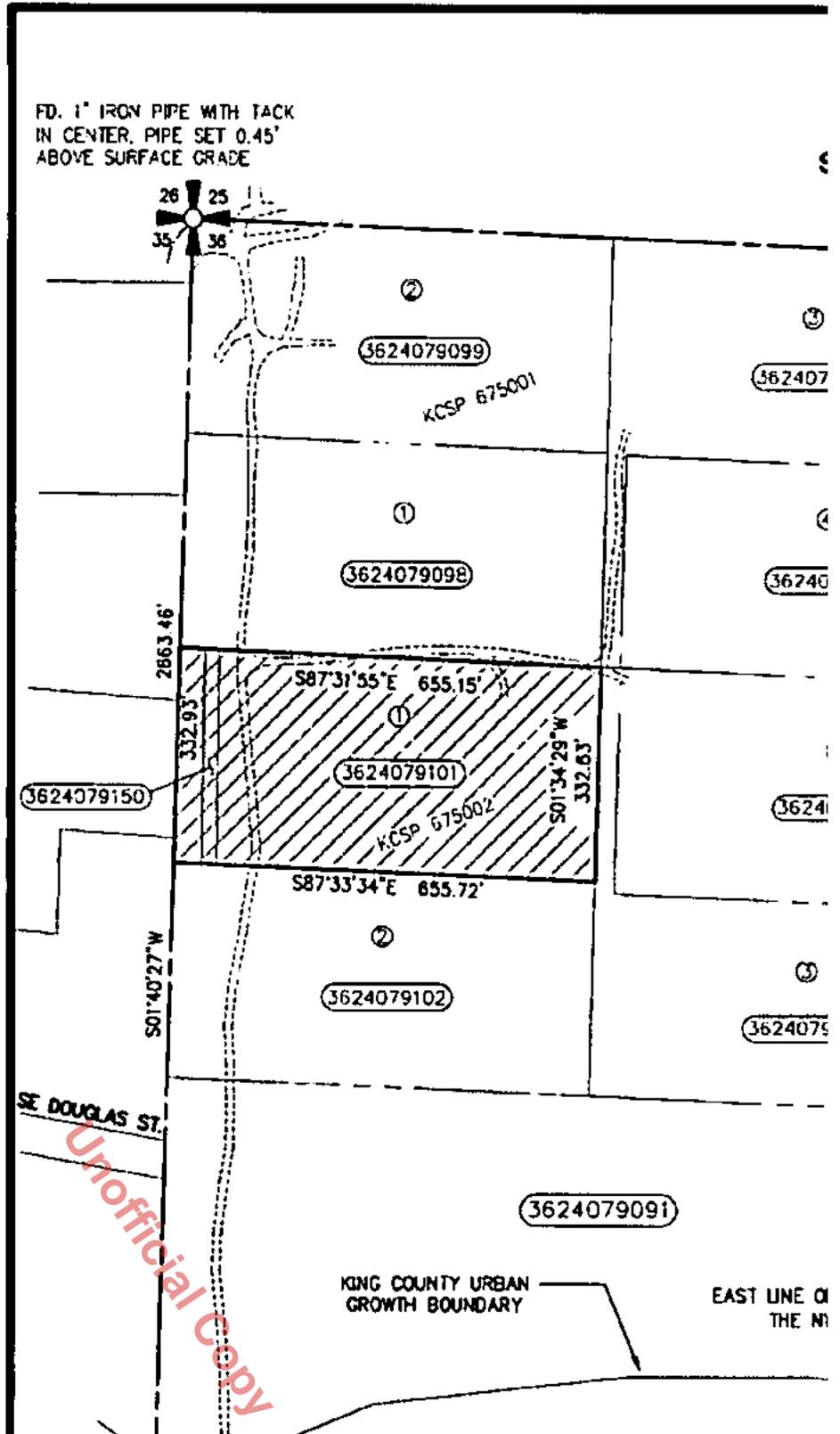
**TOGETHER WITH:
LOTS 2 AND 3 OF KING COUNTY SHORT PLAT NUMBER
UNDER RECORDING NUMBER 7510100717 RECORDS OF
WASHINGTON;**

**TOGETHER WITH:
THE NORTH HALF OF THE SOUTHWEST QUARTER OF 1
QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANC
COUNTY, WASHINGTON.**

CONTAINING 1,744,823 SQUARE FEET OR 40.06 ACRES 1

Unofficial Copy



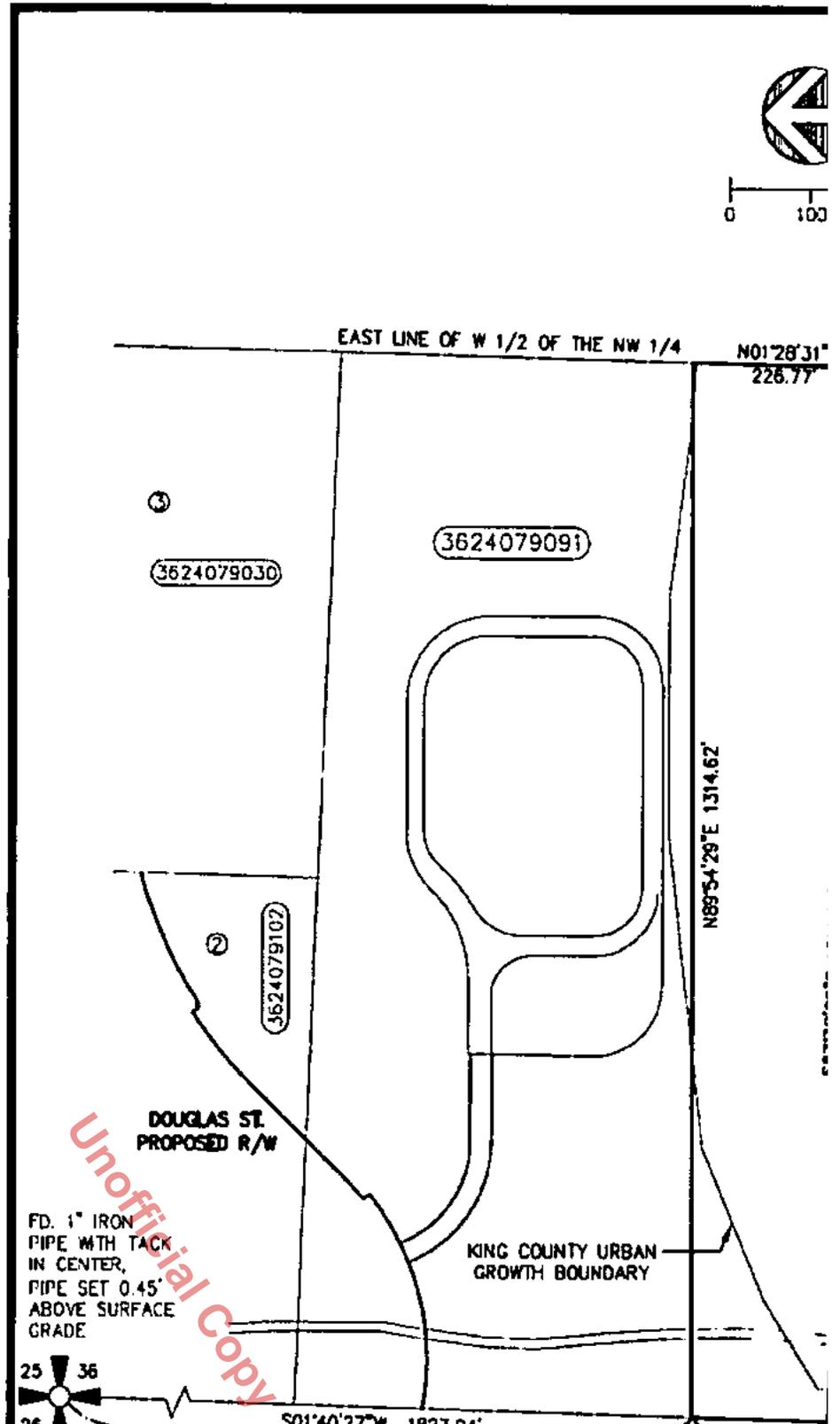


**EXHIBIT B
DUTCZAK PROPERTY LEGAL DESCRIP**

**LOT 1 OF KING COUNTY SHORT PLAT NUMBER 675002, .
SURVEY RECORDED UNDER RECORDING NUMBER 7510
COUNTY, WASHINGTON;**

CONTAINING 218,091 SQUARE FEET OR 5.0 ACRES MORI

Unofficial Copy



**EXHIBIT C
PERIMETER BUFFER LEGAL DESCRIPTION**

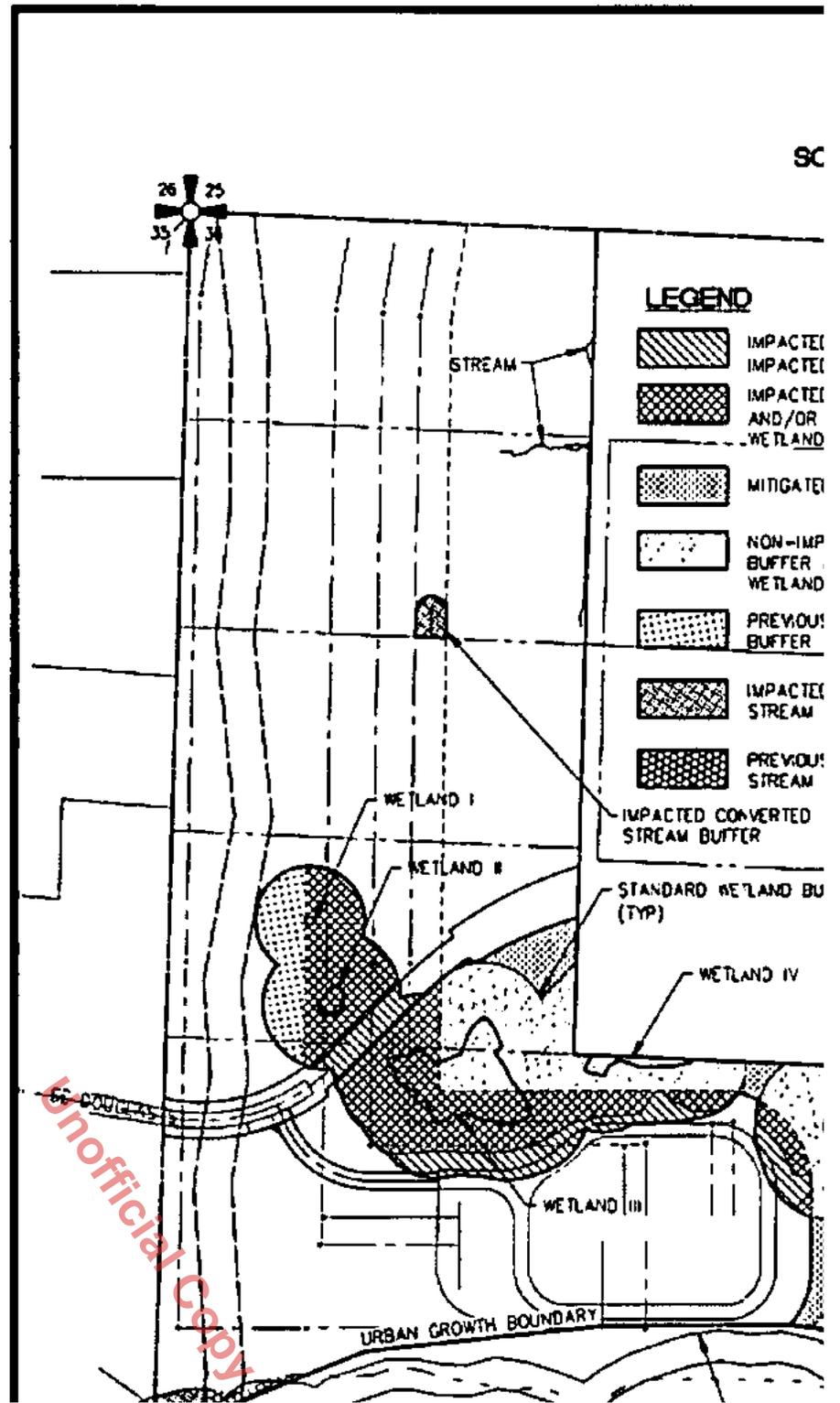
THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST
THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 2
EAST, W.M., KING COUNTY, WASHINGTON, LYING SOUTH
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION
PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM THE
QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH
PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 2,0
DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID WEST
SECTION, A DISTANCE OF 1827.04 FEET TO THE POINT OF
THENCE NORTH 89°54'29" EAST A DISTANCE OF 1314.62 FEET
LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER AND
SAID LINE.

CONTAINING 261,119 SQUARE FEET OR 5.99 ACRES MORE

Unofficial Copy

SC



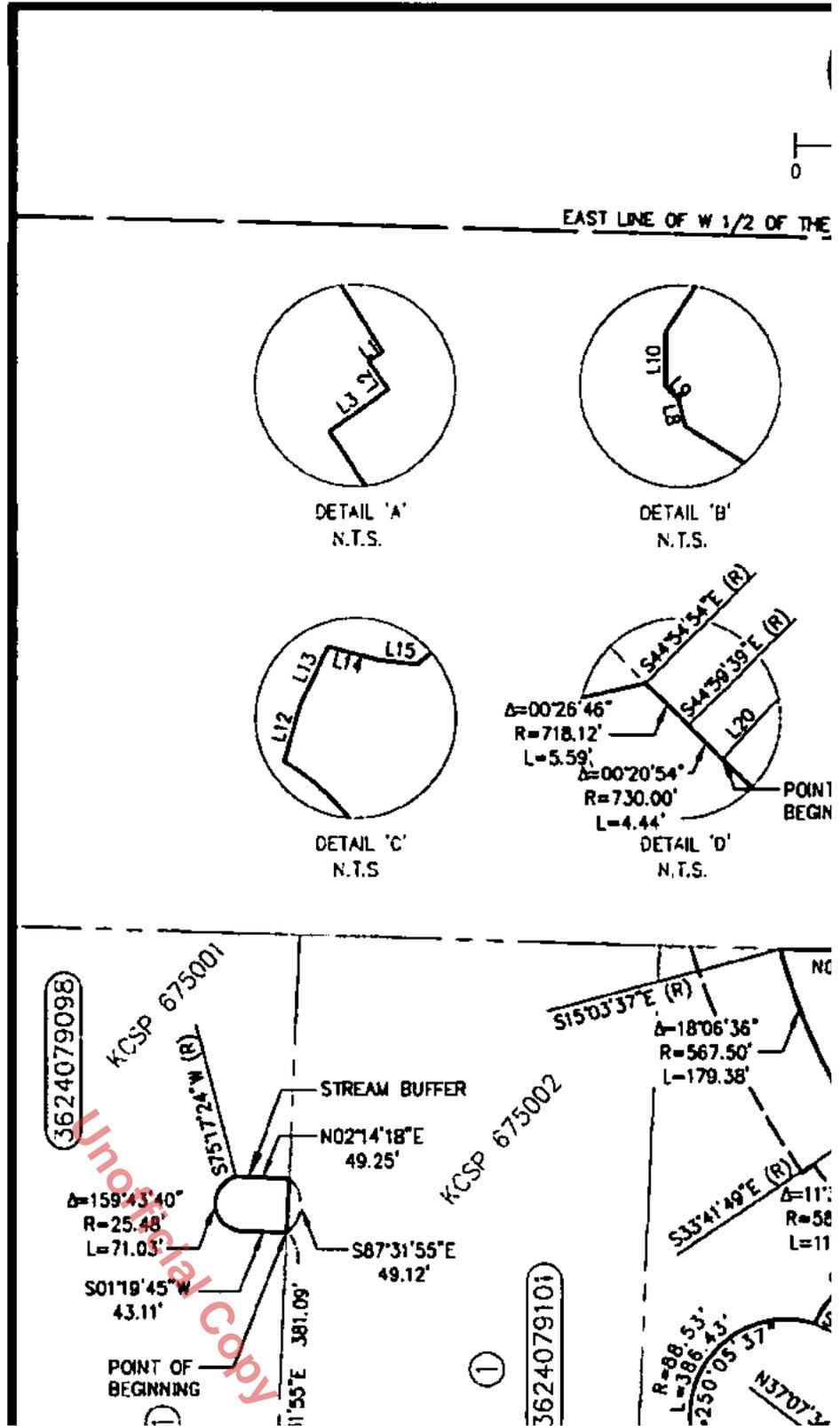


EXHIBIT D
WETLAND AND STREAM BUFFER AREA LEGAL DESCRIPTION

STREAM BUFFER DESCRIPTION:

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

COMMENCING AT THE NORTHWEST CORNER OF SECTION
NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON
WITH A TACK IN PLUG FOUND IN PLACE, FROM WHICH THE
QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH
PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 260
DISTANT;

THENCE SOUTH 01°40'27" WEST ALONG SAID WEST LINE
A DISTANCE OF 665.86 FEET TO THE SOUTH LINE OF SAID
THENCE SOUTH 87°31'55" EAST ALONG THE SOUTH LINE
DISTANCE OF 381.09 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 87°31'55" EAST ALONG SAID
DISTANCE OF 49.12 FEET;

THENCE NORTH 02°14'18" EAST A DISTANCE OF 49.25 FEET
RADIAL INTERSECTION WITH AN ARC OF A CURVE CONC
SOUTH FROM WHICH ITS CENTER BEARS SOUTH 75°17'24"
DISTANT;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE THE
CENTRAL ANGLE OF 159°43'40" A DISTANCE OF 71.03 FEET
THENCE SOUTH 01°19'45" WEST A DISTANCE OF 43.11 FEET
OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST
THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 2
EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION

THENCE NORTH $01^{\circ}28'31''$ EAST ALONG SAID EAST LINE
80.83 FEET;

THENCE NORTH $77^{\circ}24'31''$ WEST A DISTANCE OF 25.06 FEET
THENCE NORTH $88^{\circ}09'30''$ WEST A DISTANCE OF 52.07 FEET
RADIAL INTERSECTION WITH AN ARC OF A CURVE CON
SOUTHWEST FROM WHICH ITS CENTER BEARS SOUTH $50^{\circ}00'00''$
115.19 FEET DISTANT:

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO
CENTRAL ANGLE OF $41^{\circ}55'06''$ A DISTANCE OF 84.28 FEET
THENCE NORTH $73^{\circ}51'44''$ WEST A DISTANCE OF 123.55 FEET
THENCE NORTH $88^{\circ}08'54''$ WEST A DISTANCE OF 149.87 FEET
THENCE SOUTH $89^{\circ}03'25''$ WEST A DISTANCE OF 98.75 FEET
RADIAL INTERSECTION WITH AN ARC OF A CURVE CON
SOUTH FROM WHICH ITS CENTER BEARS SOUTH $03^{\circ}34'50''$
DISTANT:

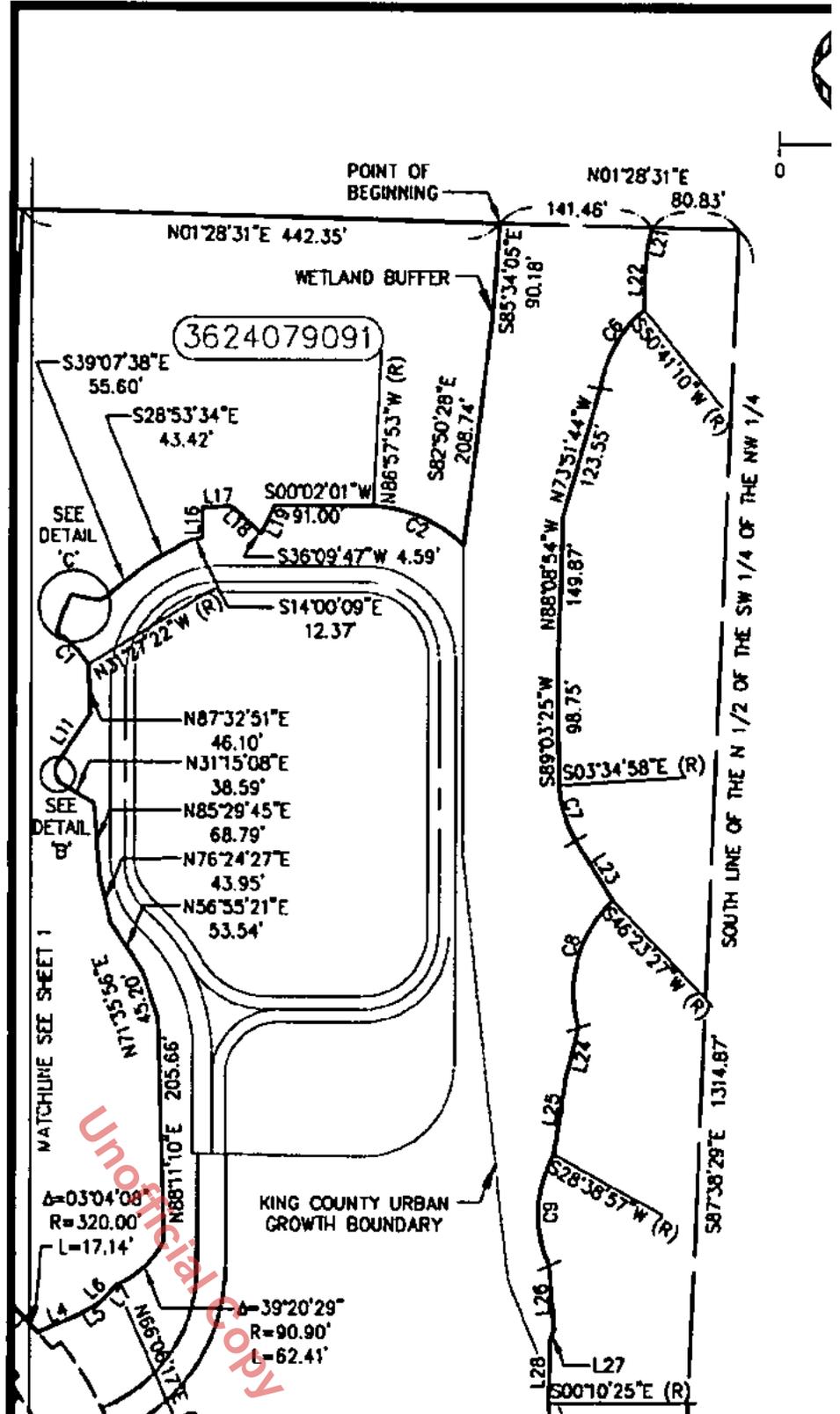
THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO
CENTRAL ANGLE OF $26^{\circ}26'35''$ A DISTANCE OF 54.56 FEET
THENCE SOUTH $58^{\circ}05'23''$ WEST A DISTANCE OF 65.54 FEET
RADIAL INTERSECTION WITH AN ARC OF A CURVE CON
SOUTH FROM WHICH ITS CENTER BEARS SOUTH $46^{\circ}23'20''$
FEET DISTANT:

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO
CENTRAL ANGLE OF $62^{\circ}56'58''$ A DISTANCE OF 129.10 FEET
THENCE NORTH $76^{\circ}01'12''$ WEST A DISTANCE OF 46.98 FEET
THENCE NORTH $80^{\circ}58'45''$ WEST A DISTANCE OF 72.36 FEET
RADIAL INTERSECTION WITH AN ARC OF A CURVE CON
SOUTH FROM WHICH ITS CENTER BEARS SOUTH $28^{\circ}38'50''$
FEET DISTANT:

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO
CENTRAL ANGLE OF $52^{\circ}51'23''$ A DISTANCE OF 106.49 FEET
THENCE SOUTH $85^{\circ}24'55''$ WEST A DISTANCE OF 59.83 FEET
THENCE NORTH $67^{\circ}59'29''$ WEST A DISTANCE OF 10.00 FEET
THENCE NORTH $89^{\circ}09'14''$ WEST A DISTANCE OF 58.18 FEET
RADIAL INTERSECTION WITH AN ARC OF A CURVE CON
SOUTHEAST FROM WHICH ITS CENTER BEARS SOUTH $00^{\circ}00'00''$
FEET DISTANT:

**THENCE SOUTH 76°05'32" WEST A DISTANCE OF 44.64
LINE OF SAID SECTION AND THE POINT OF BEGINNI
CONTAINING 167,680 SQUARE FEET OR 3.85 ACRES MC**

Unofficial Copy



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

WETLAND BUFFER DESCRIPTION:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM WEST QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE V PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, DISTANT; THENCE SOUTH 01°40'27" WEST ALONG THE SECTION, A DISTANCE OF 1997.59 FEET TO THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER; THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE 1314.87 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE NORTH 01°28'31" EAST ALONG SAID EAST LINE 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 NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 87°35'13" WEST ALONG SAID NORTH LINE 656.29 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 01°34'29" EAST ALONG SAID EAST LINE 221.35 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF SAID CIRCLE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER IS DISTANT SOUTH 15°03'37" EAST 567.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CIRCLE AT 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 1.80 FEET

THENCE SOUTH 22°44'56" EAST A DISTANCE OF 44.59 F
THENCE SOUTH 30°55'48" EAST A DISTANCE OF 17.21 F
THENCE SOUTH 41°35'59" EAST A DISTANCE OF 12.04 F
THENCE SOUTH 50°17'24" EAST A DISTANCE OF 11.99 F
RADIAL INTERSECTION WITH AN ARC OF A CURVE CO
NORTHEAST FROM WHICH ITS CENTER BEARS NORTH
FEET DISTANT;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID C
CENTRAL ANGLE OF 39°20'29" A DISTANCE OF 62.41 FE
THENCE NORTH 88°11'10" EAST A DISTANCE OF 205.66 F
THENCE NORTH 71°35'56" EAST A DISTANCE OF 45.20 F
THENCE NORTH 56°55'21" EAST A DISTANCE OF 53.54 F
THENCE NORTH 76°24'27" EAST A DISTANCE OF 43.95 F
THENCE NORTH 85°29'45" EAST A DISTANCE OF 68.79 F
THENCE NORTH 31°15'08" EAST A DISTANCE OF 38.59 F
THENCE NORTH 75°59'51" EAST A DISTANCE OF 4.12 FE
THENCE NORTH 45°02'01" EAST A DISTANCE OF 2.83 FE
THENCE SOUTH 89°57'59" EAST A DISTANCE OF 8.00 FE
THENCE SOUTH 56°16'34" EAST A DISTANCE OF 57.69 F
THENCE NORTH 87°32'51" EAST A DISTANCE OF 46.10 F
RADIAL INTERSECTION WITH AN ARC OF A CURVE CO
NORTHWEST FROM WHICH ITS CENTER BEARS NORTH
FEET DISTANT;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID C
CENTRAL ANGLE OF 25°54'28" A DISTANCE OF 41.84 FE
THENCE SOUTH 74°30'29" EAST A DISTANCE OF 18.51 F
THENCE SOUTH 64°11'34" EAST A DISTANCE OF 19.45 F
THENCE SOUTH 14°28'40" WEST A DISTANCE OF 16.17 F
THENCE SOUTH 05°23'22" WEST A DISTANCE OF 11.94 F
THENCE SOUTH 39°07'38" EAST A DISTANCE OF 55.60 F
THENCE SOUTH 28°53'34" EAST A DISTANCE OF 43.42 F
THENCE SOUTH 14°00'09" EAST A DISTANCE OF 12.37 F
THENCE SOUTH 89°57'59" EAST A DISTANCE OF 28.00 F
THENCE SOUTH 02°05'15" EAST A DISTANCE OF 27.02 F
THENCE SOUTH 42°32'39" WEST A DISTANCE OF 32.56 F

JULY 21, 2010. UNDER RECORDING NO. 20100721900002,
 COUNTY, WASHINGTON;
 THENCE SOUTH $82^{\circ}50'28''$ EAST ALONG SAID URBAN GR
 DISTANCE OF 208.74 FEET;
 THENCE SOUTH $85^{\circ}34'05''$ EAST ALONG SAID URBAN GR
 A DISTANCE OF 90.18 FEET TO THE POINT OF BEGINNI

TOGETHER WITH:
 COMMENCING AT AFORESAID POINT 'A':
 THENCE NORTH $47^{\circ}31'03''$ WEST A DISTANCE OF 40.03 F
 OF BEGINNING;
 THENCE SOUTH $44^{\circ}39'27''$ WEST A DISTANCE OF 157.94
 BEGINNING OF A CURVE CONCAVE TO THE NORTHWE
 RADIUS OF 280.00 FEET;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID C
 CENTRAL ANGLE OF $06^{\circ}48'38''$ A DISTANCE OF 33.28 FE
 THENCE NORTH $38^{\circ}31'55''$ WEST A DISTANCE OF 10.00 F
 RADIAL INTERSECTION WITH AN ARC OF A CURVE COI
 FROM WHICH ITS CENTER BEARS NORTH $19^{\circ}42'18''$ EAS
 DISTANT:
 THENCE NORTHERLY ALONG THE ARC OF SAID CURVE
 CENTRAL ANGLE OF $108^{\circ}34'35''$ A DISTANCE OF 199.00 F
 CUSP WITH AN ARC OF A CURVE CONCAVE TO THE EA
 WEST FROM WHICH ITS CENTER BEARS NORTH $37^{\circ}07'3$
 DISTANT:
 THENCE NORTHERLY, EASTERLY, AND SOUTHERLY AL
 SAID CURVE THROUGH A CENTRAL ANGLE OF $250^{\circ}05'3$
 386.43 FEET TO A POINT OF CUSP WITH AN ARC OF A CI
 THE SOUTHWEST FROM WHICH ITS CENTER BEARS SOI
 105.78 FEET DISTANT:
 THENCE SOUTHEASTERLY ALONG THE ARC OF SAID C
 CENTRAL ANGLE OF $53^{\circ}00'47''$ A DISTANCE OF 97.87 FE
 CUSP WITH AN ARC OF A CURVE CONCAVE TO THE SOI
 WHICH ITS CENTER BEARS SOUTH $44^{\circ}54'54''$ EAST 718.1
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID C

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N33°10'13"W	2.43
L2	S54°33'51"W	4.89
L3	N35°35'42"W	10.25
L4	S22°44'56"E	44.59
L5	S30°55'48"E	17.21
L6	S41°35'59"E	12.04
L7	S50°17'24"E	11.99
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	29.00
L17	S02°05'15"E	27.02
L18	S42°32'39"W	32.56
L19	S64°24'01"E	29.49
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	N76°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	27°42'22"	114.85	74.56

Unofficial Copy

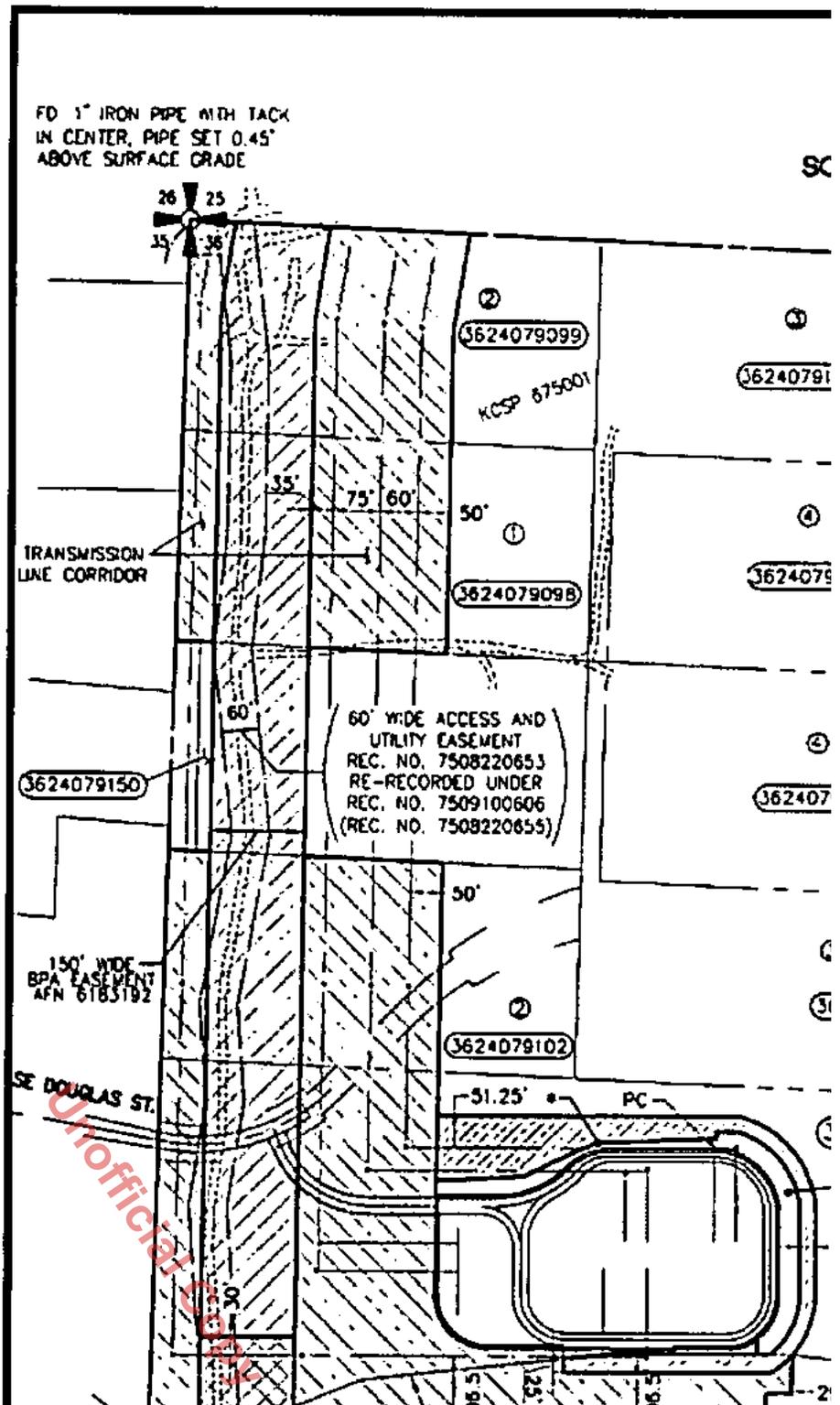


EXHIBIT E
VEGETATION MAINTENANCE AREA LEGAL D

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHC 675001, AS FILED UNDER RECORDING NUMBER 7510100, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLO

BEGINNING AT THE NORTHWEST CORNER OF SECTION NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHING WITH A TACK IN PLUG FOUND IN PLACE, FROM WHICH QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE W PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, DISTANT;

THENCE SOUTH 87°28'37" EAST ALONG THE NORTH LINE A DISTANCE OF 72.36 FEET TO THE WESTERLY MARGIN POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6 SAID COUNTY;

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

THENCE SOUTH 00°52'30" WEST ALONG SAID WESTERLY DISTANCE OF 528.73 FEET TO THE SOUTH LINE OF SAID SECTION 36;
THENCE NORTH 87°31'55" WEST ALONG SAID SOUTH LINE 61.24 FEET TO THE WEST LINE OF SECTION 36;

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

TOGETHER WITH:

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHC 675001, AS FILED UNDER RECORDING NUMBER 7510100, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLO

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION

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;
POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36N, RANGE 12E, EAST, W.M., KING COUNTY, WASHINGTON, AND THAT PORTION OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED FOR RECORDING NUMBER 7510100717 RECORDS OF SAID COUNTY AS FOLLOWS:

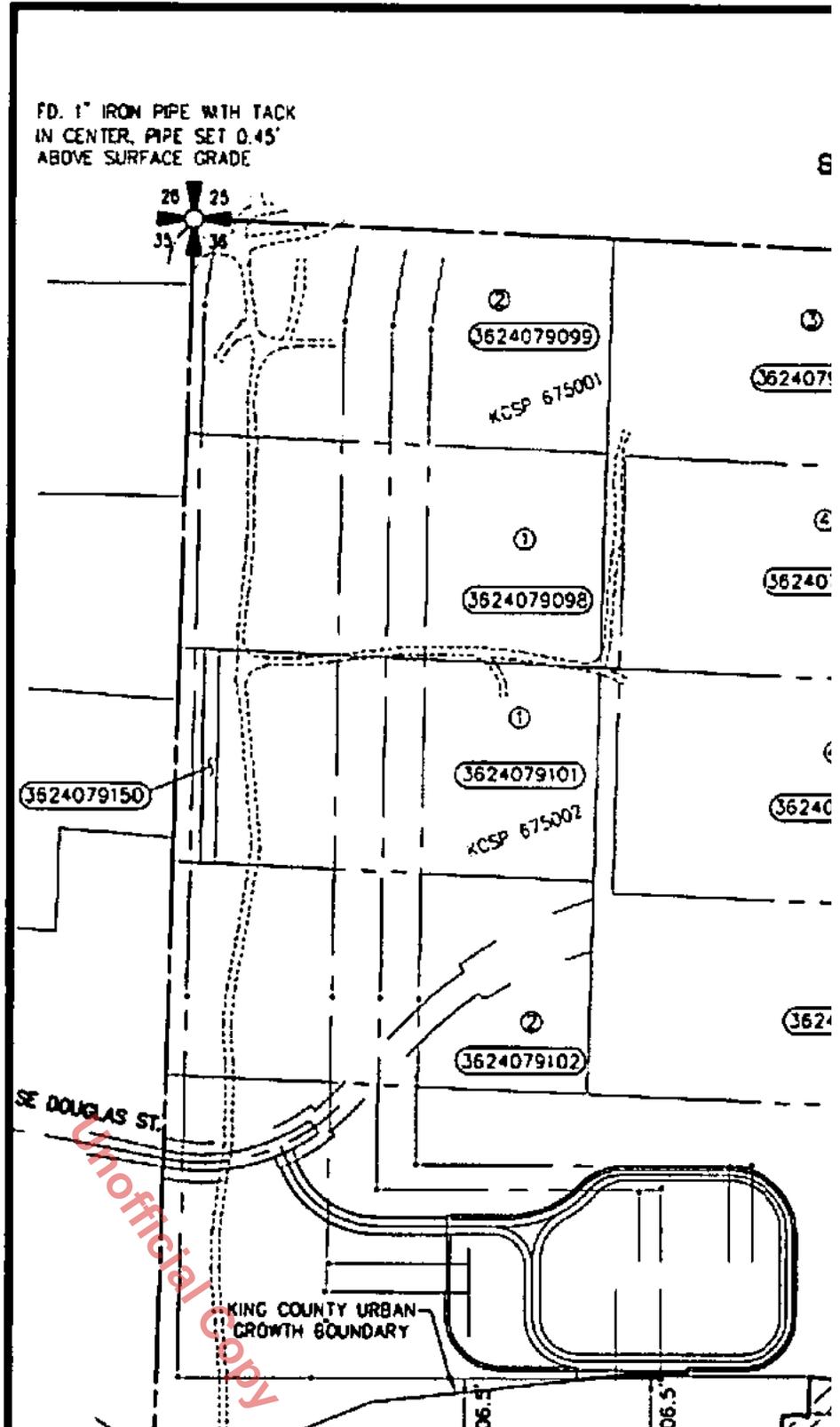
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE. FROM THE NORTHWEST QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID SECTION;

THENCE SOUTH 01°40'27" WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID SECTION;
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 SECTION;
 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 TO THE SOUTH LINE OF SAID SECTION;
 THENCE NORTH 89°53'51" EAST A DISTANCE OF 205.50 FEET TO THE SOUTH LINE OF SAID SECTION;
 THENCE SOUTH 73°55'17" EAST A DISTANCE OF 9.99 FEET TO THE SOUTH LINE OF SAID SECTION;
 THENCE SOUTH 71°13'34" EAST A DISTANCE OF 29.84 FEET TO THE SOUTH LINE OF SAID SECTION;
 THENCE SOUTH 67°55'15" EAST A DISTANCE OF 54.50 FEET TO THE SOUTH LINE OF SAID SECTION;
 THENCE SOUTH 70°24'11" EAST A DISTANCE OF 19.98 FEET TO THE SOUTH LINE OF SAID SECTION;
 THENCE SOUTH 84°16'43" EAST A DISTANCE OF 14.51 FEET TO THE SOUTH LINE OF SAID SECTION;

KING COUNTY, WASHINGTON, AND A NON-RADIAL IN
AN ARC OF A CURVE CONCAVE TO THE NORTHWEST FI
CENTER BEARS NORTH 48°52'36" WEST 141.60 FEET DIS
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TH
ANGLE OF 18°17'38" A DISTANCE OF 45.21 FEET;
THENCE SOUTH 89°54'29" WEST A DISTANCE OF 330.38 I
THENCE NORTH 00°01'43" WEST A DISTANCE OF 37.43 F
THENCE NORTH 00°00'00" WEST A DISTANCE OF 119.42 I
BEGINNING OF A CURVE CONCAVE TO THE NORTHEAS
OF 85.00 FEET:
THENCE NORTHEASTERLY ALONG THE ARC OF SAID C
CENTRAL ANGLE OF 90°56'05" A DISTANCE OF 134.90 FE
THENCE NORTH 01°03'24" EAST A DISTANCE OF 155.31 F
THENCE NORTH 90°00'00" WEST A DISTANCE OF 1.27 FE
220.00 FEET EASTERLY OF THE EASTERLY MARGIN OF
POWER ADMINISTRATION RIGHT OF WAY AS ESTABLIS
INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6
SAID COUNTY;
THENCE NORTH 00°52'30" EAST ALONG A LINE PARALL
220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A I
529.24 FEET TO THE NORTH LINE OF SAID LOT 2;
THENCE NORTH 87°33'34" WEST ALONG SAID NORTH LI
DISTANCE OF 220.08 FEET TO SAID EASTERLY MARGIN;
THENCE SOUTH 00°52'30" WEST ALONG SAID EASTERLY
DISTANCE OF 763.42 FEET;
THENCE SOUTH 89°54'29" WEST A DISTANCE OF 150.02 I
WESTERLY MARGIN OF SAID RIGHT OF WAY;
THENCE NORTH 00°52'30" EAST ALONG SAID WESTERLY
DISTANCE OF 770.05 FEET TO THE NORTH LINE OF SAID
THENCE NORTH 87°33'34" WEST ALONG THE NORTH LE
DISTANCE OF 65.88 FEET TO THE POINT OF BEGINNING
CONTAINING 564,236 SQUARE FEET OR 12.95 ACRES MO



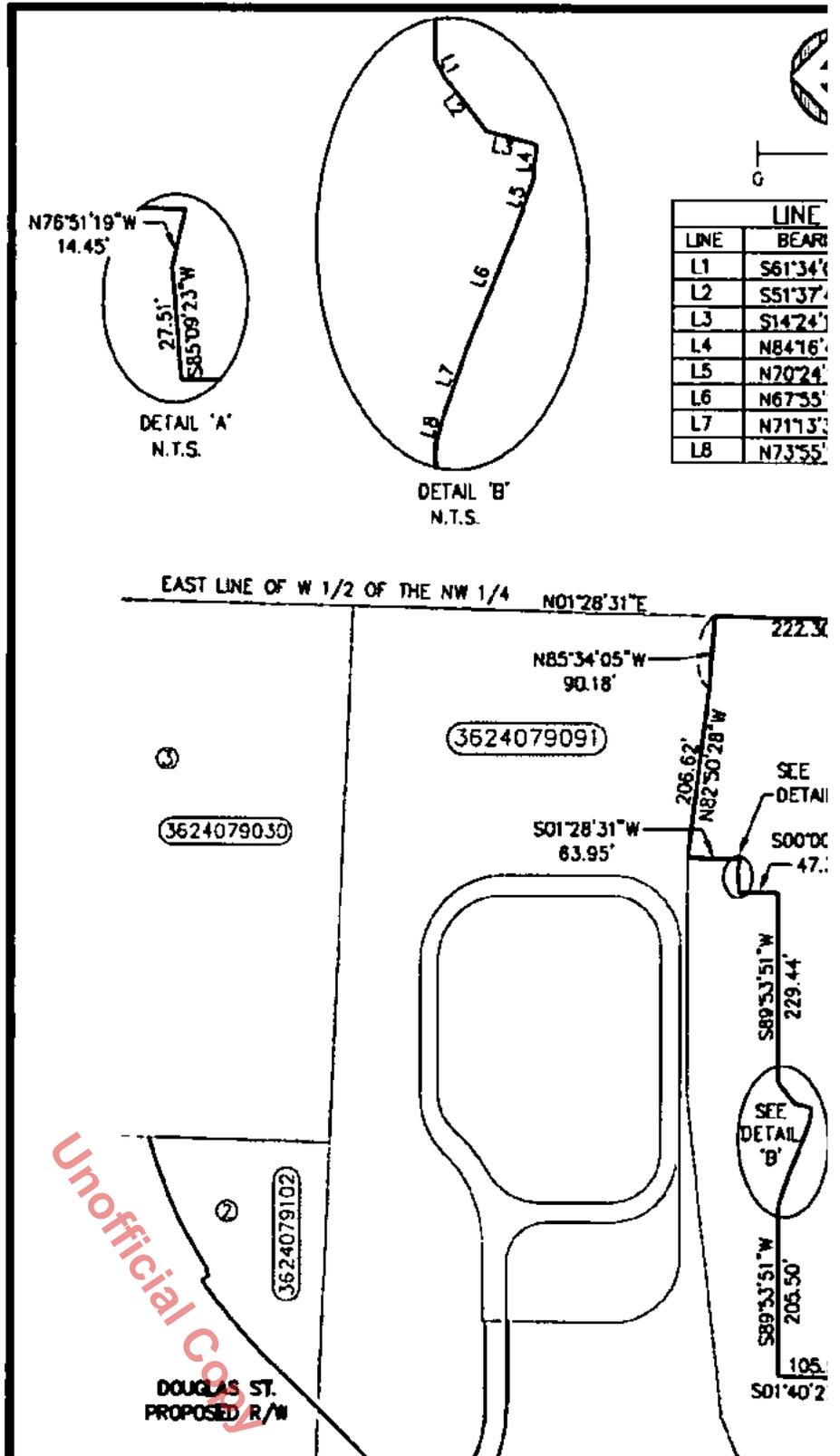


EXHIBIT F
NATIVE GROWTH PROTECTION AREA LEGAL

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST
THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP
EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36,
PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM THE
QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH
PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST,
DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID
SECTION, A DISTANCE OF 1997.59 FEET TO THE SOUTH
HALF;

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

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

THENCE NORTH 01°28'31" EAST ALONG SAID EAST LINE
222.30 FEET TO THE 2008 KING COUNTY URBAN GROWTH
AS DEFINED BY KING COUNTY ORDINANCE NO. 16263,
RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECORD
20100721900002, RECORDS OF KING COUNTY, WASHINGTON,
ALONG SAID URBAN GROWTH BOUNDARY NORTH 85°3
DISTANCE OF 90.18 FEET;

THENCE CONTINUING ALONG SAID URBAN GROWTH BOUNDARY
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;

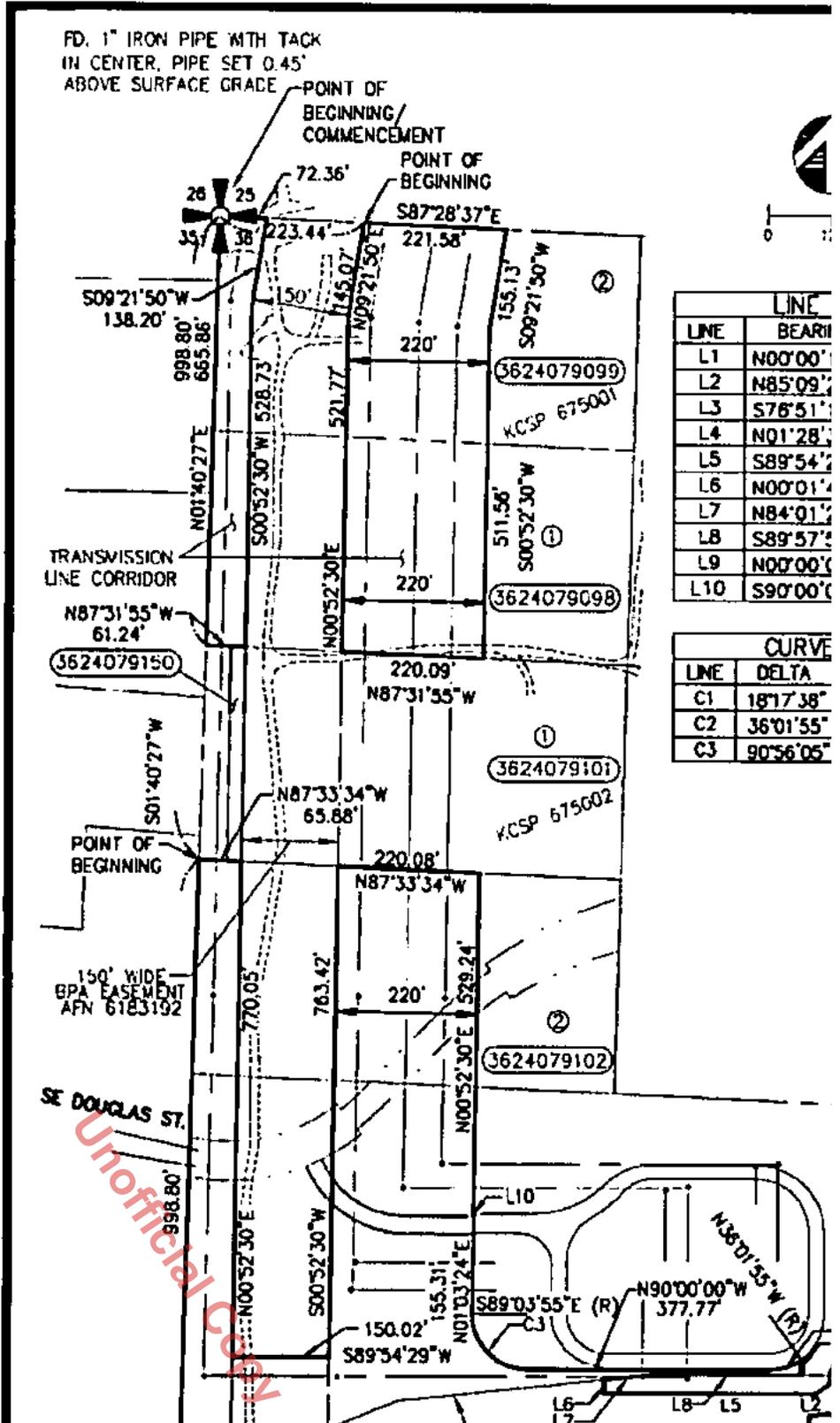


EXHIBIT G
TRANSMISSION LINE CORRIDOR LEGAL DESCRIPTION

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHOWING AS INSTRUMENT NO. 675001, AS FILED UNDER RECORDING NUMBER 75101007 IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 36, T4S, R7E, W.M., KING COUNTY, WASHINGTON, WITH A TACK IN PLUG FOUND IN PLACE, FROM WHICH QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 200 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 THE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 610001 IN 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 SECTION;

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

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

TOGETHER WITH:

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SHOWING AS INSTRUMENT NO. 675001, AS FILED UNDER RECORDING NUMBER 75101007 IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36, T4S, R7E, W.M., KING COUNTY, WASHINGTON, WITH A TACK IN PLUG FOUND IN PLACE, FROM WHICH QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 200 FEET DISTANT;

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

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

COMMENCING AT THE NORTHWEST CORNER OF SAID
 PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM WEST
 QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH
 PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST,
 DISTANT;
 THENCE SOUTH 01°40'27" WEST ALONG THE WEST LINE
 A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID
 POINT OF BEGINNING;
 THENCE CONTINUING SOUTH 01°40'27" WEST ALONG SAID
 DISTANCE OF 998.80 FEET TO THE SOUTH LINE OF SAID
 THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE
 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 85°09'23" WEST A DISTANCE OF 27.51 FEET

THENCE NORTH 00°01'43" WEST A DISTANCE OF 21.57 FEET TO THE
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 THE
RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE
NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 85°00'00" WEST
85.00 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE
CENTRAL ANGLE OF 36°01'55" A DISTANCE OF 53.45 FEET TO THE
THENCE NORTH 90°00'00" WEST A DISTANCE OF 377.77 FEET TO THE
BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST FROM WHICH ITS
OF 85.00 FEET;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE
CENTRAL ANGLE OF 90°56'05" A DISTANCE OF 134.90 FEET TO THE
THENCE NORTH 01°03'24" EAST A DISTANCE OF 155.31 FEET TO THE
THENCE SOUTH 90°00'00" WEST A DISTANCE OF 1.27 FEET TO THE
220.00 FEET EASTERLY OF THE EASTERLY MARGIN OF SAID LOT 1,
POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY SAID
INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 6 IN SAID COUNTY;
THENCE NORTH 00°52'30" EAST ALONG A LINE PARALLEL TO SAID
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
DISTANCE OF 220.08 FEET TO SAID EASTERLY MARGIN;
THENCE SOUTH 00°52'30" WEST ALONG SAID EASTERLY MARGIN OF SAID
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 OF SAID
DISTANCE OF 770.05 FEET TO THE NORTH LINE OF SAID

EXHIBIT H

Vegetation Maintenance Activities and Mitigation

Description of Allowed Vegetation Maintenance Activities

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

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

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

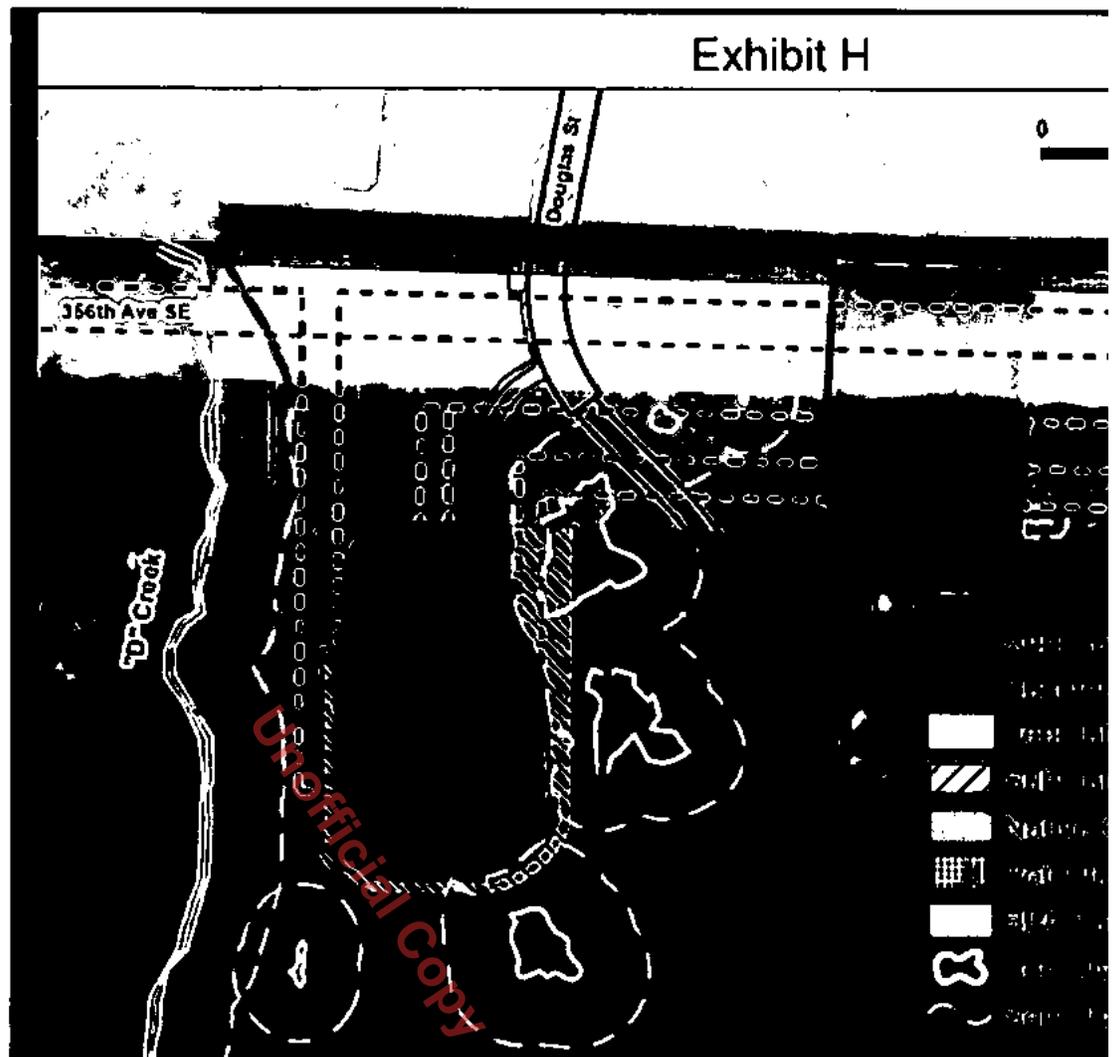
The **Business Park Perimeter Buffer** is an existing buffer area established by the **Easement for Perimeter Buffer and Trail** dated April 28, 1998 (King County 9804292471) directly west and northwest of the annexation area. The purpose is to provide screening of the Business Park uses and structures from the adjacent residential areas. Where screening impacts from removal of vegetation in the **Vegetation Maintenance** area are identified, transmission lines will be constructed, PSE shall plant additional trees and shrubs in the **Perimeter Buffer** in the “gaps” within the entire length of the buffer at

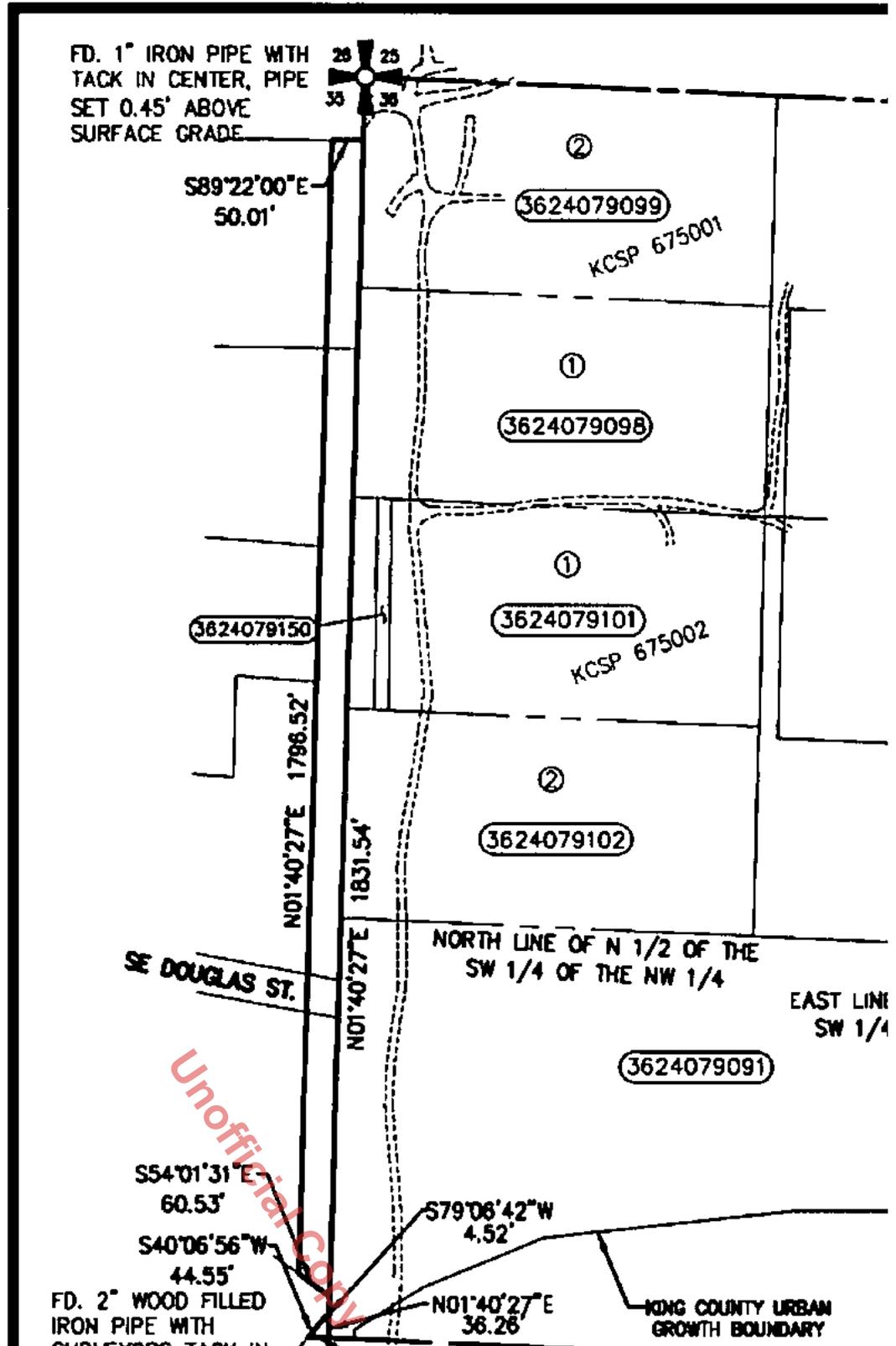
maintained for construction and operation of the **Substation** and to provide clearances for existing, planned, and potential future transmission lines and maintenance of power line poles. The **Vegetation Maintenance Area** includes: (1) **Substation Protection Area**, (2) **Planned Transmission Line Area**, and (3) **Transmission Line Area**. The following standards apply to all of the **Areas**, except as further described below for each subcategory. For any of the **Wetlands, Streams or Wetland or Stream Buffers** shown on **Exhibit Easement**, the requirements of the **Wetland and Stream Mitigation Plan Addendum** thereto dated February 2010 (**Exhibit 13** to the Pre-annexation) shall control. A copy of this Mitigation Plan can be reviewed at the **City Department Offices**.

1. **Vegetation Removal and Mitigation Generally.** In this area all vegetation that grows to mature heights exceeding standards provided by North American Electric Power 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, at the discretion of the **City**. Stumps and root structure shall not be removed unless removal is required for access to and installation and maintenance of poles. Understory vegetation that is 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 that are expected to establish themselves and will selectively be removed. Replacement planting shall be provided either in the **Native Growth Protection Area**, as described in section B above, or in the **Business Park Perimeter Buffer** as described in section B above. Planting shall be completed within one growing season of construction. Prior to mitigation planting, the **City** shall meet in the field to identify appropriate locations, species mix, sizes, and specifications for each enhancement planting location with the **Native Growth Protection Area** and **Business Park Perimeter Buffer**. Locations and species of mitigation planting shall be selected to maximize screening benefit, minimize impact to existing vegetation, and maximize the likelihood of survival. Mitigation plantings shall then be installed consistent with the 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 **Wetland and Stream Mitigation Plan**, trees will be cut and retained as snags in the **Vegetation Maintenance Area**. This would include around 10 to 15 feet in proximity to the sensitive areas and their associated buffers as these trees have the greatest habitat value. These snags will be girdled and topped at heights of 100% of their allowable heights (15 feet near planned 230 kV lines and

- a. **Substation Protection Area.** Taller growing plant species that are taller than the fence and lower growing species that may inhibit the security of the fence (grow in excess of approximately 4 feet in mature height) will be removed to the ground level (provided that stumps and root structure shall not be removed) to avoid future growth to heights that will endanger the substation.
- b. **Planned Transmission Lines.** Vegetation in this area will be described for all **Vegetation Maintenance Areas** above.
- c. **Potential Future Transmission Lines.** (Relocation of Tanner Easement & a new line east of the **BPA Easement** to the south) Vegetation in this area will be described for all **Vegetation Maintenance Area** until such time (if ever) that the **Transmission Lines** are constructed. This area will be managed to encourage lower-growing native species to fill in, such that if or when the taller species are removed to permit construction of the **Potential Future Transmission Lines**, species will be established. At the time of any such future construction, removal, replacement, and maintenance shall be as described for all **Transmission Lines** construction.
- d. **Wetland & Stream and Related Buffers** (*see Exhibit D*). The conditions shall be in accordance with the Wetland Mitigation Plan. A copy of the Wetland Mitigation Plan dated October 2009 and the Addendum thereto dated February 2010 shall be available for review at the City of Snoqualmie Planning Department Office or King County DDES impose wetland or stream buffer mitigation conditions different than those contained in **Exhibit 13** of the Pre-Annexation Agreement between **PSE** and the **City** dated _____. If the conditions are different, then, pursuant to the terms of the Pre-Annexation Development Agreement, the conditions shall apply.
- e. Where the **Vegetation Maintenance Area** is coincident with the **Perimeter Buffer** (**Exhibit C**), areas being maintained to provide clearance for **Potential Future Transmission Lines** shall be enhanced with additional plantings of lower-growing plant species and trees that will not grow above the 15 and 25-foot height limits (e.g., vine maples, serviceberry, and native Dogwood) and native groundcovers listed in section C.5 below. Vegetation in other areas being maintained to provide clearance for **Potential Future Transmission Lines** cleared in the future, it will be enhanced with planting in the same manner as described for **Transmission Lines** to support perimeter buffer screening function. The person responsible for maintenance and replacing any plants that do not meet the requirements of this section for a period of three (3) years from the date of planting shall be the person responsible for maintenance and replacing any plants that do not meet the requirements of this section for a period of three (3) years from the date of planting.

- spacing proposed), Sitka Spruce (a combination of 5'-6' and 8' depending on number and spacing proposed), vine maple, serv
- b. Native shrubs include a mixture of Red Osier Dogwood, India Grape, Western Hazelnut, Red-flowering Currant, Snowberry, 12" height, 2 gal container or B&G, with 3 cane minimum. Spacing and grouping to be identified during field verification).
 - c. Native groundcover includes a mixture of longleaf Mahonia, 5' height, 1 gal container. Spacing and grouping to be identified during





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

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

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

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

Unofficial Copy

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

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SECTION 36, TOWNSHIP 1 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, AS FILED UNDER RECORDING NUMBER 75101007 KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, WITH A TACK IN PLUG FOUND IN PLACE, FROM WHICH QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 250 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 THE POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 61000 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 SECTION;

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

THENCE NORTH 01°40'27" EAST ALONG SAID WEST LINE OF SAID SECTION 665.86 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36 POINT OF BEGINNING;

TOGETHER WITH:

THAT PORTION OF LOTS 1 AND 2 OF KING COUNTY SECTION 36, TOWNSHIP 1 NORTH, RANGE 7 EAST, W.M., KING COUNTY, WASHINGTON, AS FILED UNDER RECORDING NUMBER 75101007 KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36,

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

TOGETHER WITH:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36N, RANGE 12E, COUNTY OF KING COUNTY, WASHINGTON, AND THAT PORTION OF KING COUNTY SHORT PLAT NUMBER 675002, AS FILED FOR RECORDING NUMBER 7510100717 RECORDS OF SAID COUNTY AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION WITH A TACK IN PLUG FOUND IN PLACE, FROM THE NORTHWEST QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE BEARS SOUTH $01^{\circ}40'27''$ WEST, A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID SECTION;
POINT OF BEGINNING;

THENCE SOUTH $01^{\circ}40'27''$ WEST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID SECTION;
POINT OF BEGINNING;

THENCE CONTINUING SOUTH $01^{\circ}40'27''$ WEST ALONG SAID WEST LINE A DISTANCE OF 998.80 FEET TO THE SOUTH LINE OF SAID SECTION;
 THENCE SOUTH $87^{\circ}38'29''$ EAST ALONG SAID SOUTH LINE A DISTANCE OF 388.43 FEET;

THENCE NORTH $01^{\circ}40'27''$ EAST A DISTANCE OF 105.54 FEET TO THE NORTH LINE OF SAID SECTION;
 THENCE NORTH $89^{\circ}53'51''$ EAST A DISTANCE OF 205.50 FEET TO THE NORTH LINE OF SAID SECTION;
 THENCE SOUTH $73^{\circ}55'17''$ EAST A DISTANCE OF 9.99 FEET TO THE SOUTH LINE OF SAID SECTION;
 THENCE SOUTH $71^{\circ}13'34''$ EAST A DISTANCE OF 29.84 FEET TO THE SOUTH LINE OF SAID SECTION;
 THENCE SOUTH $67^{\circ}55'15''$ EAST A DISTANCE OF 54.50 FEET TO THE SOUTH LINE OF SAID SECTION;

NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 4
141.60 FEET DISTANT; THENCE SOUTHWESTERLY ALONG
CURVE THROUGH A CENTRAL ANGLE OF 18°17'38" A DIS
45.21 FEET TO THE 2008 KING COUNTY URBAN GROWTH
DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND
RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECOI
20100721900002, RECORDS OF KING COUNTY, WASHINGT
THENCE SOUTH 89°54'29" WEST A DISTANCE OF 330.38 F
THENCE NORTH 00°01'43" WEST A DISTANCE OF 37.43 FE
THENCE NORTH 00°00'00" WEST A DISTANCE OF 119.42 F
BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST
OF 85.00 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CU
CENTRAL ANGLE OF 90°56'05" A DISTANCE OF 134.90 FEI
THENCE NORTH 01°03'24" EAST A DISTANCE OF 155.31 FI
THENCE NORTH 90°00'00" WEST A DISTANCE OF 1.27 FEE
220.00 FEET EASTERLY OF THE EASTERLY MARGIN OF A
POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISH
INSTRUMENT RECORDED UNDER AUDITORS FILE NO. 61
SAID COUNTY;

THENCE NORTH 00°52'30" EAST ALONG A LINE PARALL
220.00 FEET EASTERLY OF SAID EASTERLY MARGIN A D
529.24 FEET TO THE NORTH LINE OF SAID LOT 2;

THENCE NORTH 87°33'34" WEST ALONG SAID NORTH LI
DISTANCE OF 220.08 FEET TO SAID EASTERLY MARGIN;
THENCE SOUTH 00°52'30" WEST ALONG SAID EASTERLY
DISTANCE OF 763.42 FEET;

THENCE SOUTH 89°54'29" WEST A DISTANCE OF 150.02 F
WESTERLY MARGIN OF SAID RIGHT OF WAY;

THENCE NORTH 00°52'30" EAST ALONG SAID WESTERLY
DISTANCE OF 770.05 FEET TO THE NORTH LINE OF SAID
THENCE NORTH 87°33'34" WEST ALONG THE NORTH LIN
DISTANCE OF 65.88 FEET TO THE POINT OF BEGINNING

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

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED.

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM THE NORTHWEST QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 25.00 FEET DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID SECTION, A DISTANCE OF 1331.73 FEET TO THE NORTH LINE OF THE NORTH HALF; THENCE SOUTH 87°35'13" EAST ALONG SAID SECTION, 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 137.85 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 137.85 FEET DISTANT; THENCE NORTH 87°13'44" EAST A DISTANCE OF 137.85 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 137.85 FEET DISTANT; THENCE NORTH 63°59'55" EAST A DISTANCE OF 102.31 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 102.31 FEET DISTANT; THENCE NORTH 87°35'43" EAST A DISTANCE OF 186.65 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 186.65 FEET DISTANT; THENCE NORTH 00°24'48" EAST A DISTANCE OF 11.25 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 11.25 FEET DISTANT; THENCE NORTH 89°55'50" EAST A DISTANCE OF 33.03 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 33.03 FEET DISTANT;

THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°32'30" TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 184.73 FEET;

THENCE SOUTH 00°13'26" WEST A DISTANCE OF 131.47 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS NORTH 86°13'22" WEST 131.47 FEET DISTANT;

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°59'50" A DISTANCE OF 131.47 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS NORTH 86°13'22" WEST 131.47 FEET DISTANT;

THENCE SOUTH $84^{\circ}01'25''$ WEST ALONG SAID URBAN G
A DISTANCE OF 78.46 FEET;

THENCE SOUTH $00^{\circ}01'43''$ EAST A DISTANCE OF 21.57 FEET;

THENCE NORTH $89^{\circ}54'29''$ EAST A DISTANCE OF 330.38 FEET TO
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST
FROM WHICH ITS CENTER BEARS NORTH $30^{\circ}34'59''$ WEST
DISTANT;

THENCE NORTHEASTERLY AND NORTHERLY ALONG THE SAID
CURVE THROUGH A CENTRAL ANGLE OF $55^{\circ}58'08''$ A DISTANCE OF 131.85
FEET;

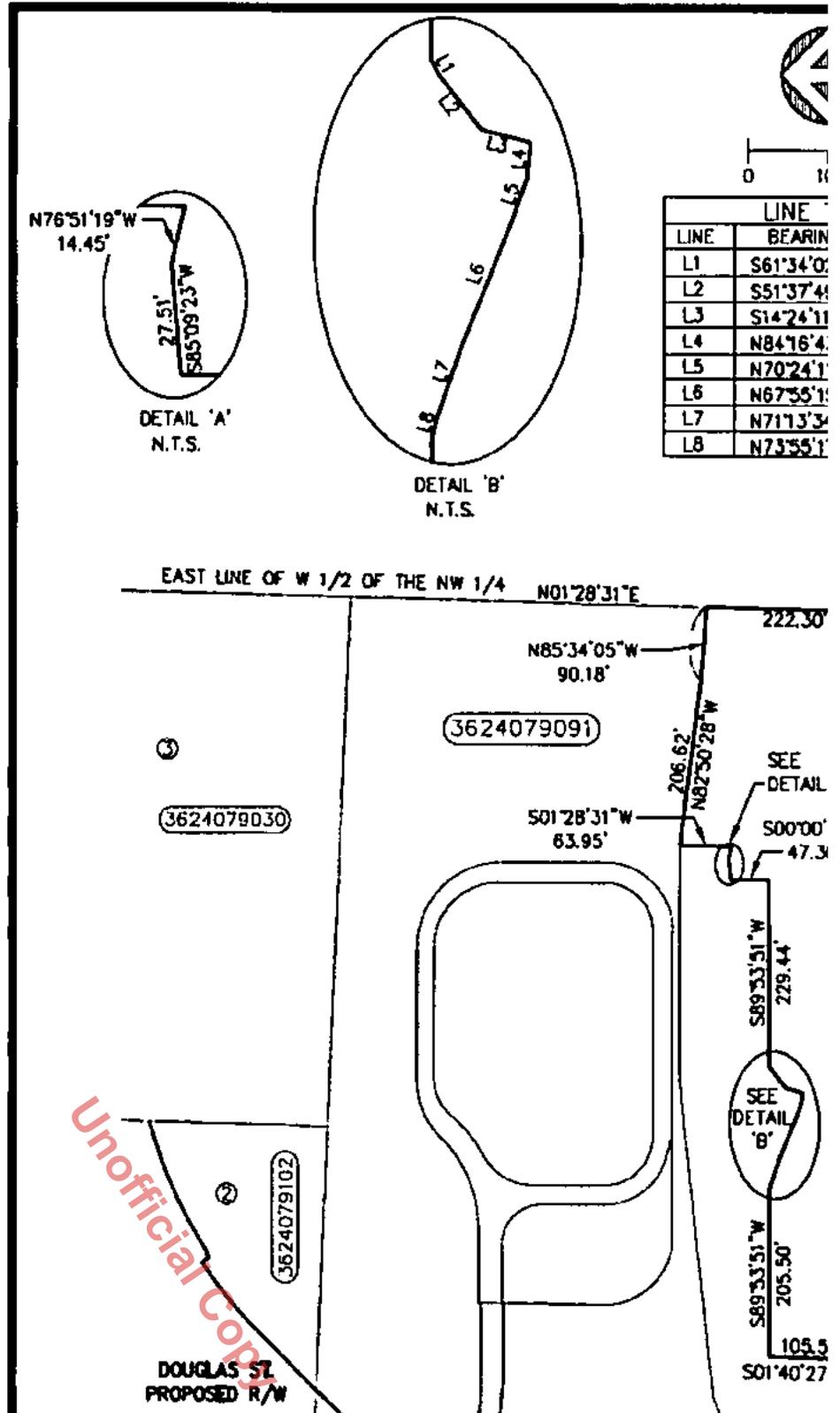
THENCE NORTH $00^{\circ}13'26''$ EAST A DISTANCE OF 131.85 FEET TO
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST
FROM WHICH ITS CENTER BEARS NORTH $88^{\circ}11'07''$ WEST
DISTANT;

THENCE NORTH, NORTHWESTERLY, AND WESTERLY ALONG THE SAID
SAID CURVE THROUGH A CENTRAL ANGLE OF $78^{\circ}34'24''$ A DISTANCE OF
221.48 FEET;

THENCE SOUTH $89^{\circ}55'50''$ WEST A DISTANCE OF 476.64 FEET TO
OF BEGINNING.

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

Unofficial Copy



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

THAT PORTION OF THE NORTH HALF OF THE SOUTHWES
THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 2
EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED A

COMMENCING AT THE NORTHWEST CORNER OF SAID SE
PIPE WITH A TACK IN PLUG FOUND IN PLACE. FROM WHI
QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WIT
PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 2.0
DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID W
SECTION, A DISTANCE OF 1997.59 FEET TO THE SOUTH LI
HALF:

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

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

THENCE NORTH 01°28'31" EAST ALONG SAID EAST LINE A
222.30 FEET TO THE 2008 KING COUNTY URBAN GROWTH
AS DEFINED BY KING COUNTY ORDINANCE NO. 16263, AS
RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECOR
20100721900002, RECORDS OF KING COUNTY, WASHINGTO
THENCE ALONG SAID URBAN GROWTH BOUNDARY NOR
A DISTANCE OF 90.18 FEET;

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

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

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

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

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

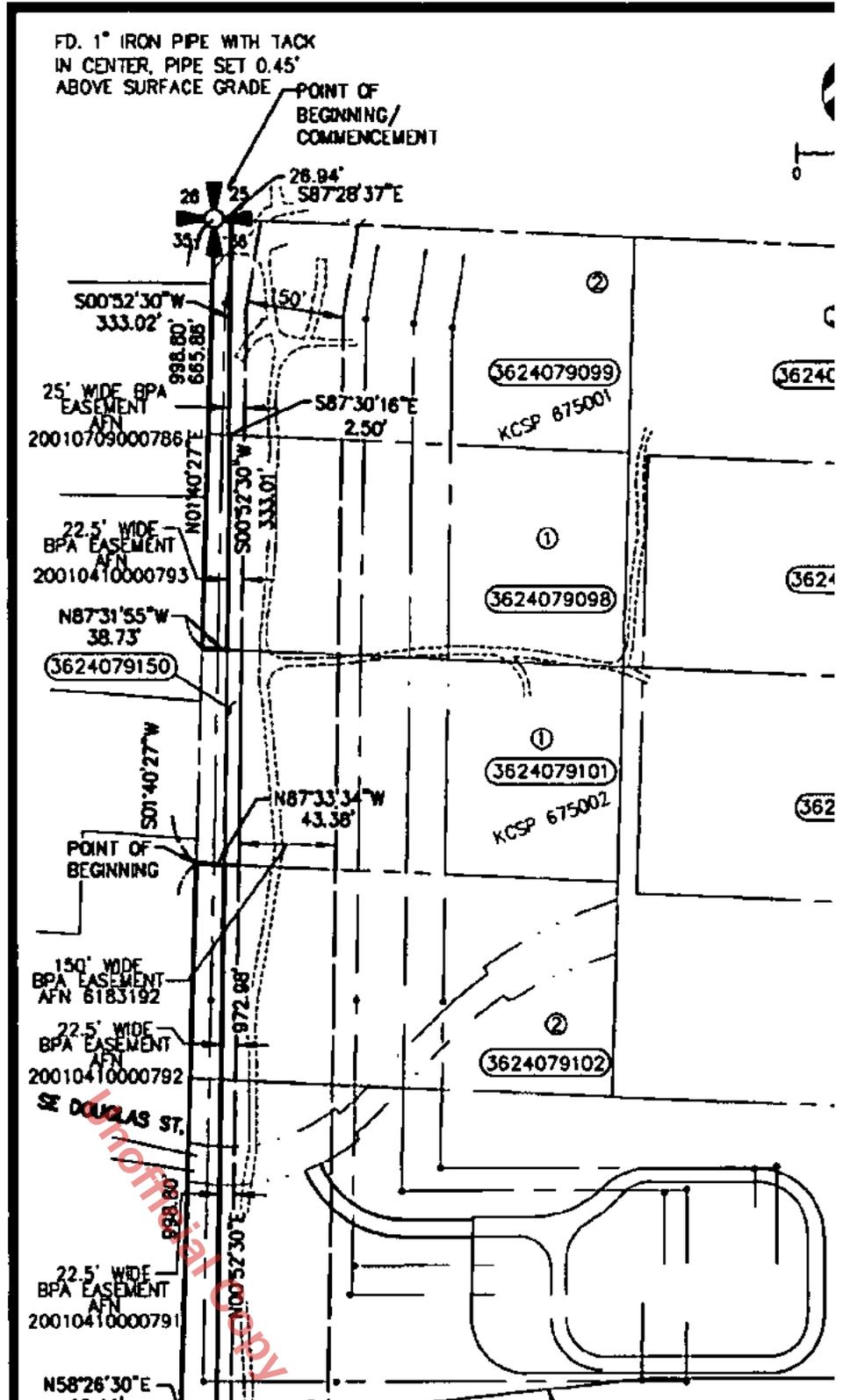
THENCE SOUTH 89°53'51" WEST A DISTANCE OF 229.44 FE

THENCE SOUTH 61°34'02" WEST A DISTANCE OF 7.76 FEE]

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

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

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



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

THAT PORTION OF LOTS 1 AND 2 KING COUNTY SHORT 1
675001, AS FILED UNDER RECORDING NUMBER 75101007
KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

**BEGINNING AT THE NORTHWEST CORNER OF SAID SEC
PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM WH
QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WI
PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 2
DISTANT;**

**THENCE SOUTH 87°28'37" EAST ALONG THE NORTH LINE
A DISTANCE OF 26.94 FEET TO THE WESTERLY MARGIN
POWER ADMINISTRATION RIGHT OF WAY AS ESTABLISH
INSTRUMENT FILED UNDER RECORDING NO. 2001070900
SAID COUNTY;**

**THENCE SOUTH 00°52'30" WEST ALONG SAID WESTERLY
DISTANCE OF 333.02 FEET TO THE SOUTH LINE OF SAID 1
THENCE SOUTH 87°30'16" EAST ALONG SAID SOUTH LIN
2.50 FEET TO THE WESTERLY MARGIN OF A BONNEVILL
ADMINISTRATION RIGHT OF WAY AS ESTABLISHED BY
FILED UNDER RECORDING NO. 20010410000793, RECORD;
THENCE SOUTH 00°52'30" WEST ALONG SAID WESTERLY
DISTANCE OF 333.01 FEET TO THE SOUTH LINE OF SAID 1
THENCE NORTH 87°31'55" WEST ALONG SAID SOUTH LE
38.73 FEET TO THE WEST LINE SAID SECTION;
THENCE NORTH 01°40'27" EAST ALONG SAID WEST LINE
665.86 FEET TO THE NORTHWEST CORNER OF SAID SECT
POINT OF BEGINNING;**

TOGETHER WITH

**PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 26
DISTANT;**

**THENCE SOUTH 01°40'27" WEST ALONG THE WEST LINE C
A DISTANCE OF 998.80 FEET TO THE NORTH LINE OF SAID
POINT OF BEGINNING;**

**THENCE CONTINUING SOUTH 01°40'27" WEST ALONG SAI
DISTANCE OF 998.80 FEET TO THE SOUTH LINE OF SAID N
THENCE SOUTH 87°38'29" EAST ALONG SAID SOUTH LINE
41.35 FEET TO THE 2008 KING COUNTY URBAN GROWTH I
DEFINED BY KING COUNTY ORDINANCE NO. 16263, AND A
RECORD OF SURVEY FILED JULY 21, 2010, UNDER RECOR
20100721900002, RECORDS OF KING COUNTY, WASHINGTO
NORTH 00°48'17" WEST ALONG SAID URBAN GROWTH BC
DISTANCE OF 15.19 FEET; THENCE NORTH 58°26'30" EAST
URBAN GROWTH BOUNDARY A DISTANCE OF 19.44 FEET
WESTERLY MARGIN OF A BONNEVILLE POWER ADMINIS
OF WAY AS ESTABLISHED BY INSTRUMENT FILED UNDE
20010410000791, RECORDS OF SAID COUNTY; THENCE NO
ALONG SAID WESTERLY MARGIN AS ESTABLISHED BY E
FILED UNDER RECORDING NUMBERS 20010410000791 ANI
DISTANCE OF 972.98 FEET TO THE NORTH LINE OF SAID L
NORTH 87°33'34" WEST ALONG SAID NORTH LINE A DIST
FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND 1
BEGINNING;**

TOGETHER WITH:

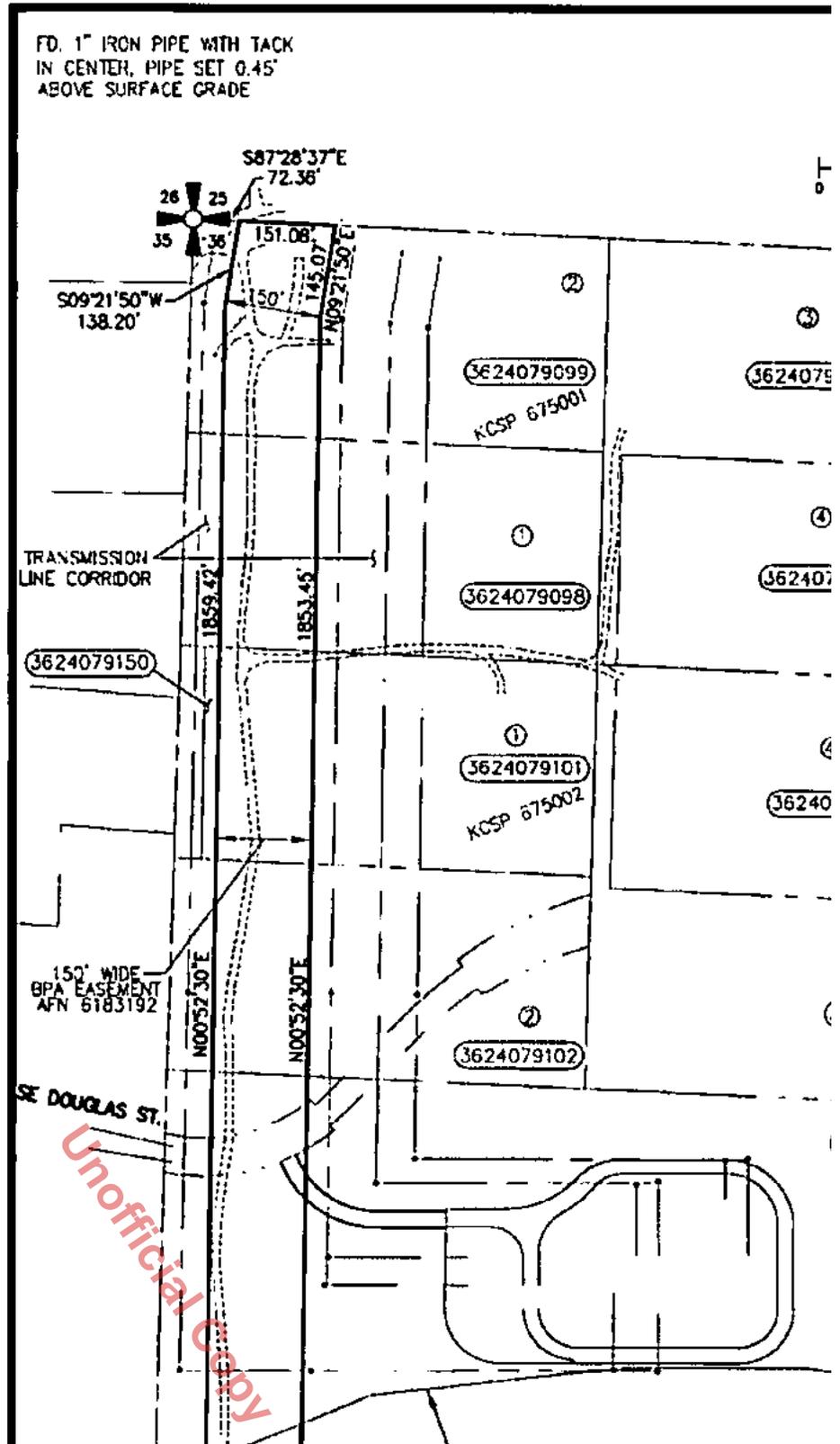
**THAT PORTION OF THE NORTH HALF OF THE SOUTHWES
THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 2
EAST, W.M., KING COUNTY, WASHINGTON DESCRIBED AS:**

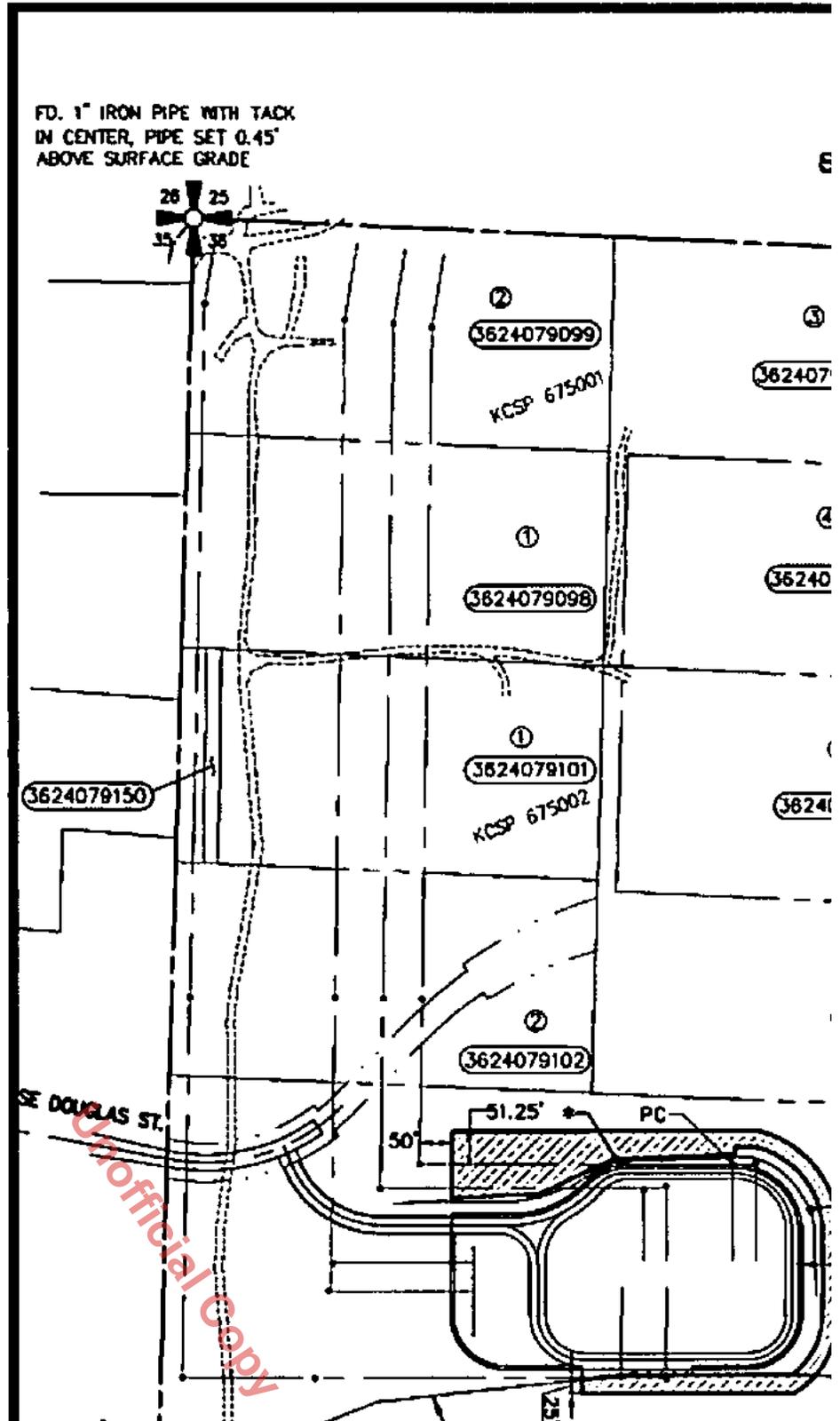
**COMMENCING AT THE NORTHWEST CORNER OF SAID SE
PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM WHI
QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WTI
PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 26**

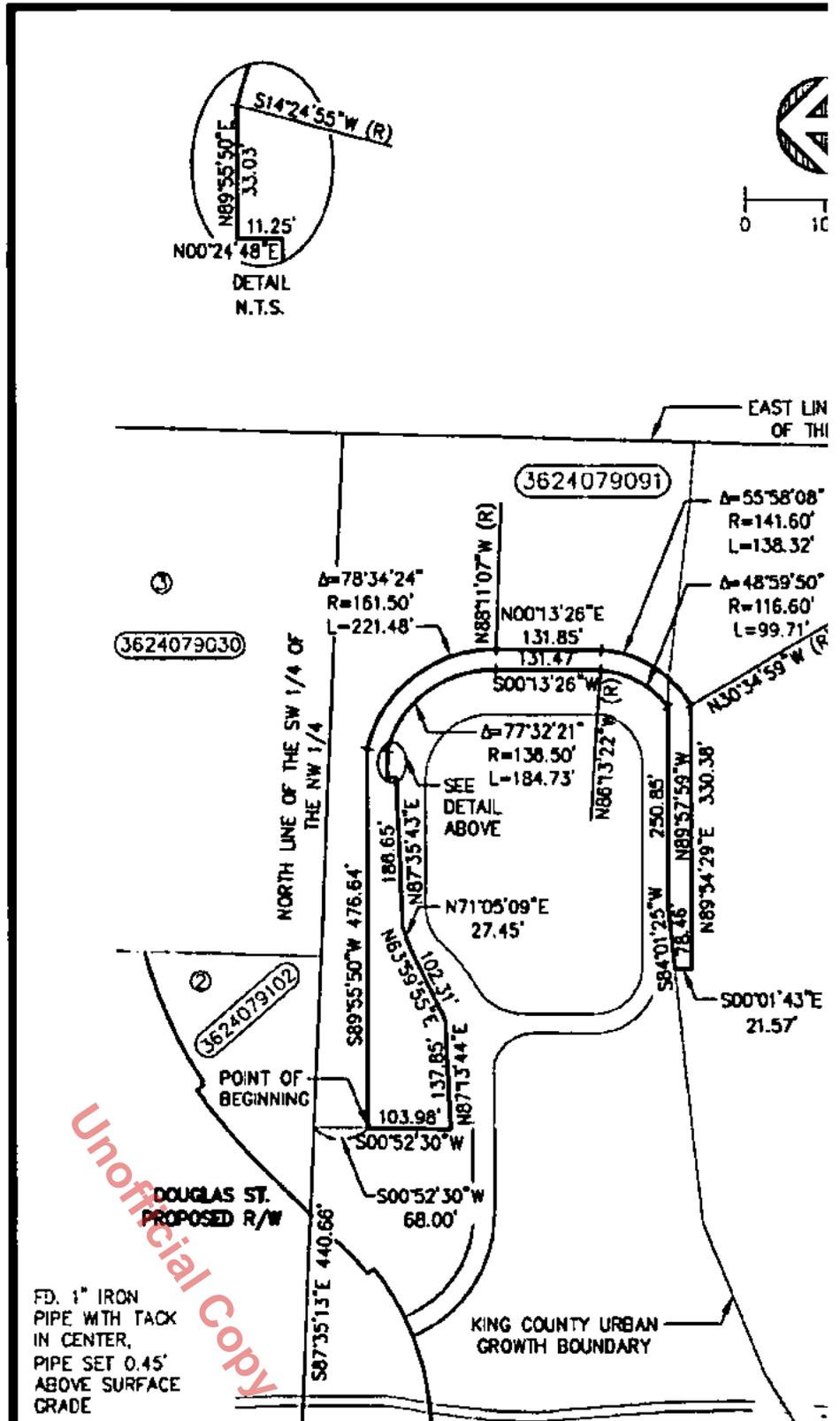
**THENCE SOUTH 89°53'51" WEST A DISTANCE OF 16
EASTERLY MARGIN; THENCE SOUTH 00°52'30" WE
EASTERLY MARGIN A DISTANCE OF 98.69 FEET TO
BEGINNING.**

CONTAINING 88,073 SQUARE FEET OR 2.02 ACRES 1

Unofficial Copy







**EXHIBIT I
SUBSTATION PROTECTION AREA LEGAL DESCRIPTION**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE, FROM WHICH QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH A TACK IN PLUG FOUND IN PLACE BEARS SOUTH 01°40'27" WEST, 2.00 FEET DISTANT; THENCE SOUTH 01°40'27" WEST ALONG SAID SECTION, A DISTANCE OF 1331.73 FEET TO THE NORTH LINE OF THE NORTH HALF; THENCE SOUTH 87°35'13" EAST ALONG SAID SECTION, 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 137.85 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 137.85 FEET DISTANT; THENCE NORTH 87°13'44" EAST A DISTANCE OF 137.85 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 137.85 FEET DISTANT; THENCE NORTH 63°59'55" EAST A DISTANCE OF 102.31 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 102.31 FEET DISTANT; THENCE NORTH 87°35'43" EAST A DISTANCE OF 186.65 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 186.65 FEET DISTANT; THENCE NORTH 00°24'48" EAST A DISTANCE OF 11.25 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 11.25 FEET DISTANT; THENCE NORTH 89°55'50" EAST A DISTANCE OF 33.03 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 33.03 FEET DISTANT;

THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°32'30" TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS SOUTH 14°24'55" EAST 184.73 FEET;

THENCE SOUTH 00°13'26" WEST A DISTANCE OF 131.47 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS NORTH 86°13'22" WEST 131.47 FEET DISTANT;

THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE SAID CURVE THROUGH A CENTRAL ANGLE OF 48°59'50" A DISTANCE OF 131.47 FEET TO THE POINT OF BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT FROM WHICH ITS CENTER BEARS NORTH 86°13'22" WEST 131.47 FEET DISTANT;

THENCE SOUTH $84^{\circ}01'25''$ WEST ALONG SAID URBAN GI
A DISTANCE OF 78.46 FEET;
THENCE SOUTH $00^{\circ}01'43''$ EAST A DISTANCE OF 21.57 FE
THENCE NORTH $89^{\circ}54'29''$ EAST A DISTANCE OF 330.38 FE
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO
FROM WHICH ITS CENTER BEARS NORTH $30^{\circ}34'59''$ WEST
DISTANT;
THENCE NORTHEASTERLY AND NORTHERLY ALONG THE
CURVE THROUGH A CENTRAL ANGLE OF $55^{\circ}58'08''$ A DI
FEET;
THENCE NORTH $00^{\circ}13'26''$ EAST A DISTANCE OF 131.85 FE
BEGINNING OF A NON-TANGENT CURVE CONCAVE TO
FROM WHICH ITS CENTER BEARS NORTH $88^{\circ}11'07''$ WEST
DISTANT;
THENCE NORTH, NORTHWESTERLY, AND WESTERLY A
SAID CURVE THROUGH A CENTRAL ANGLE OF $78^{\circ}34'24''$
221.48 FEET;
THENCE SOUTH $89^{\circ}55'50''$ WEST A DISTANCE OF 476.64 FE
OF BEGINNING.

CONTAINING 51,004 SQUARE FEET OR 1.17 ACRES MORE

Unofficial Copy

EXHIBIT 13

WETLAND MITIGATION PLAN

A true and correct copy of Exhibit 13:

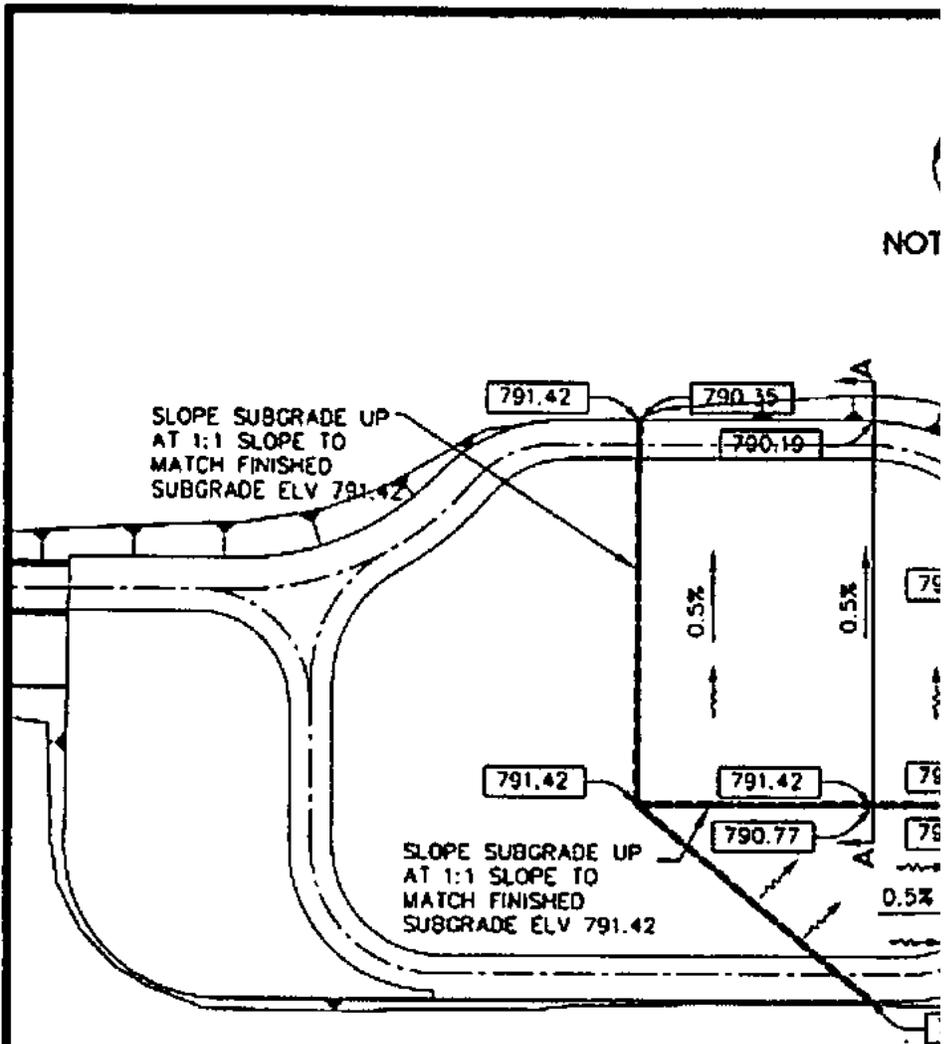
Proposed Mount Si Substation Wetland Impact Assessment and Mitigation Plan (Revision), dated October 2009, prepared for Puget Sound Energy by AECOM, Inc. and the *Proposed Mount Si Substation Wetland Impact Assessment and Mitigation Plan Addendum*, dated February 2010, prepared for Puget Sound Energy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

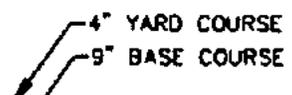
NOT



LEGEND

- 100.00 SUBGRADE ELEVATION
- PROPERTY LINE
- ~~~~~> SLOPE AND FLOW DIRECTION
- GRADE BREAK

Unofficial Copy



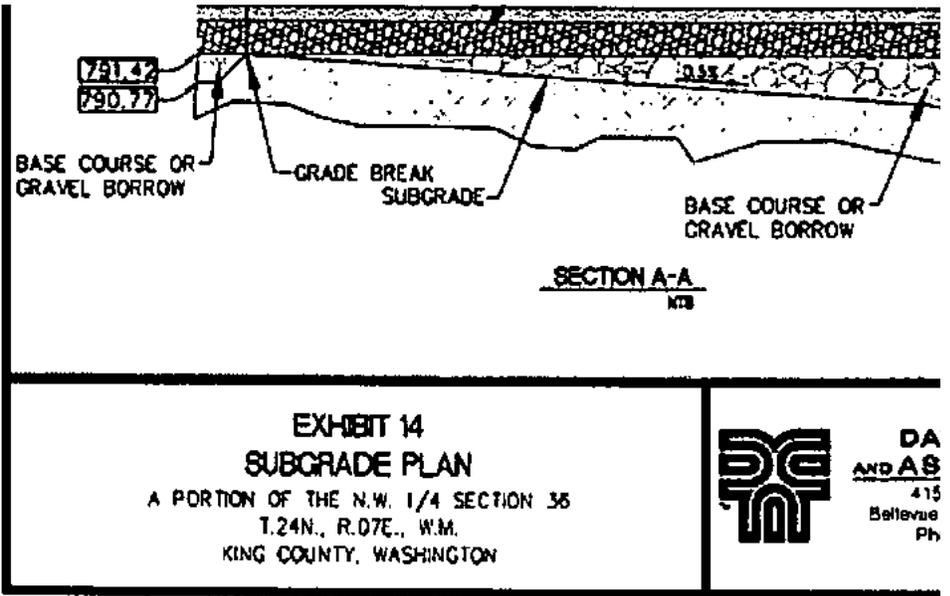


Exhibit 14 – Pre-Annexation Development Agreement