

Ordinance No. 120493

Council Bill No. 113798

AN ORDINANCE relating to Seattle Public Utilities, to accept various easements for the Tolt 2 Pipeline across and along portions of real property situated in King County, Washington.

CF No. \_\_\_\_\_

Date Introduced:	AUG 13 2001	PAGELER	
Date 1st Referred:	AUG 13 2001	To: (committee) Water Resources, Solid Waste & Public Health Committee	
Date Re - Referred:	8-13-01	To: (committee) Full Council	
Date Re - Referred:		To: (committee)	
Date of Final Passage:	8-20-01	Full Council Vote: 8-0	
Date Presented to Mayor:	8-21-01	Date Approved: 8/29/01	
Date Returned to City Clerk:	8/30/01	Date Published:	12 pag. T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:		Date Veto Published:	
Date Passed Over Veto:		Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: \_\_\_\_\_

Committee Action:

Need CB #

To full Council: Due Pass

1-D Pageker

8-20-01 Passed 8-0

(Excused: Sternbrueck)

This file is complete and ready for presentation to Full Council. Com

## LAW DEPARTMENT

Law Dept. Review

OMP  
Review

City Clerk  
Review

*me*  
**The City of Seattle - Legislative Department**

Council Bill/Ordinance sponsored by: \_\_\_\_\_

*Margaret Rogers*  
*Margaret Rogers*  
**PAGELER**  
Councilmember

**Committee Action:**

*Need CB #*

*To full Council: Due Pass*

*1-D Pageler*

*8-20-01 Passed B-C*

*(Excused: Sternbrueck)*

This file is complete and ready for presentation to Full Council.

Committee: \_\_\_\_\_

(Initial/date)

**LAW DEPARTMENT**

Law Dept. Review

OMP  
Review

*(V)*  
City Clerk  
Review

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ORDINANCE 120493

1  
2 **AN ORDINANCE** relating to Seattle Public Utilities, to accept various easements for the  
3 Tolt 2 Pipeline across and along portions of real property situated in King County,  
4 Washington.

5 **WHEREAS**, the Seattle Public Utilities determined the need for a major supply pipeline to  
6 enhance operational flexibility and improve reliability of the Tolt supply system;  
7 consistent with the Comprehensive Regional Water Plan (COMPLAN); and

8 **WHEREAS**, the City of Seattle Ordinance 118400 authorized Seattle Public Utilities to  
9 construct said Tolt Pipeline No. 2, Phases II and III and acquire property rights in  
conjunction with said Pipeline construction, and

10 **WHEREAS**, the City of Seattle Ordinance 118729 authorized Seattle Public Utilities to  
11 acquire easements by condemnation of land and other property rights in portions of  
12 King County, Washington for the said Tolt Pipeline No. 2, Phases II and III water  
supply pipeline right-of-way corridor, and

13 **WHEREAS**, owners of real property situated in portions of King County have granted  
14 such easements to the City; **NOW, THEREFORE**,

15 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

16 **Section 1.** The City of Seattle hereby accepts each of the easements identified  
17 below by Grantor, and places the real property interests conveyed thereby under the  
18 jurisdiction of Seattle Public Utilities. Each such instrument grants to The City of Seattle  
19 and its successors and assigns, certain specified easement interests relating to the  
20 construction, installation, operation, maintenance, repair, protection, and/or improvement  
21 of the Tolt 2 Pipeline project. The easements, which include two road access easements,  
22 run across and along real property situated in King County and are legally described as  
23 follows:  
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**KING COUNTY, WASHINGTON; May 17, 1999**

(King County Recording Number 99051 34; P.M. 929-001)

That portion of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad  
Right of Way lying in the northwest quarter of the northwest quarter of Section 25,  
Township 26 North, Range 6 East, W.M., King County, Washington described as  
follows:

Commencing at the northeast corner of said subdivision;  
Thence South 84°39'38" West along the north line thereof 124.99 feet to the east  
margin of said right-of-way and the point of beginning;  
Thence South 15°30'14" East along said east margin of 101.59 feet;  
Thence South 84°39'38" West parallel with the north line of said subdivision  
101.59 feet to the west margin of said right-of-way.  
Thence North 15°30'14" West along said west margin 101.59 feet to the north line  
of said subdivision;  
Then North 84°39'38" East along said north line 101.59 feet to said east margin of  
said right-of-way and the point of beginning.

(Contains an area of 10,159 square feet, or 0.23 acres, more or less)

**JOHN PEARCE and LORRAINE B. PEARCE, husband and wife; October 3, 1997**

(King County Recording Number 9710080327; P.M. 518-003)

That portion of the South half of the East half of the West half of the Northeast  
Quarter of the Northeast Quarter of Section 36, Township 26 North, Range 5 East,  
W.M., in King County, Washington lying within a strip of land being 7.5 feet on  
each side of the following described centerline.

Commencing at the Southeast corner of said Northeast Quarter of the Northeast  
Quarter; thence South 88°38'33" East along the south line thereof 427.43 feet to  
the Point of Beginning of centerline; thence North 25°22'46" West 40.00 feet to  
the terminus of said centerline.

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**LOREN H. MEYER, as Trustee under the Meyer Family Revocable Trust Agreement; January 29, 1997.**

(King County Recording Number 9702110926; P.M. 570-001)

The south 30 feet of Lot B of the City of Redmond Lot Line Revision No. LLR92-010, recorded under King County Recording Number 9211179003, being a portion of the Northeast Quarter of the Northwest Quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington.

**THEODORE PEARCE and GRAYCE PEARCE, husband and wife; October 25, 1996.**  
(King County Recording Number 9610280758; P.M. 518-002)

That portion of Lot 13, Block 74, Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 24, according to the plat recorded in Volume 21 of Plats, page 51, in King County, Washington, described as follows:

Commencing at the northeast corner of said Lot 13; thence South 02°43'25" West along the east line thereof and along the west margin of 200th Avenue NE 200.29 feet to the True Point of Beginning; thence continuing South 02°43'25" West along said east line 30.00 feet to the south line of the Northwest Quarter of Section 32, Township 26 North, Range 6 East, W.M.; thence North 02°43'25" East 30.00 feet; thence South 87°15'29" East 200.00 feet to the Point of Beginning.

**SCOTT DUTRO, as his separate estate; March 2, 1998.**  
(King County Recording Number 9803061084; P.M. 928-001)

That portion of the Southwest Quarter of the Northwest Quarter of Section 26, Township 26 North, Range 6 East, W.M., in King County, Washington described as follows:

Beginning at the northwest corner of Lot 2 of King County Short Plat No. R978133, Recording No. 8503130622; thence North 00°39'45" East along the west line of said subdivision 50.00 feet; thence South 88°53'56" East parallel with the north line of said Short Plat, 823.18 feet; thence South 01°06'04" West 50.00 feet to the north line of said Short Plat; thence North 88°53'56" West along said north line 822.80 feet to the Point of Beginning; subject to any existing utilities within, over, across and under said property.

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(Containing 41,149 square feet or 0.94 acres, more or less)

Together with a non-exclusive, permanent access road easement including the right to construct, alter, operate and maintenance said road, in accordance with said Tolt Pipeline No.2, Phase III Plan (hereafter referred to and included as the "Pipeline Improvements", That portion of the Southwest Quarter of the Northwest Quarter of Section 26, Township 26 North, Range 6 East, W.M., in King County, Washington described as follows:

Commencing at the northwest corner of Lot 2, King County Short Plat No. R978113, Recording No. 8503130622; thence North 00°39'45" East along the west line of said subdivision 50.00 feet; thence South 88°53'56" East parallel with the north line of said Short Plat 268.82 feet to the Point of Beginning; thence North 01°06'04" East 30.00 feet; thence South 88°53'56" East 185.10 feet; thence South 51°11'52" East 29.43 feet; thence South 76°15'10" East 54.81 feet to a point hereafter referred to as Point "A"; thence North 88°53'56" West 261.87 feet to the Point of Beginning.

Together with a parcel commencing at aforesaid Point "A"; thence South 88°53'56" East 73.31 feet to the Point of Beginning; thence North 01°06'04" East 15.00 feet; thence South 88°53'56" East 130.00 feet; thence South 01°06'04" West 15.00 feet; thence North 88°53'56" West 130.00 feet to the Point of Beginning.

(Containing 8,299 square feet or 0.19 acres, more or less)

**PORT BLAKELY TREE FARMS, a Washington Limited Partnership; May 14, 1998**  
(continued) (King County Recording Number 9805191552, P.M. 931-001 A&B)

#### LEGAL DESCRIPTION OF THE EASEMENT

Those portions of the Southwest quarter, the Southeast quarter and the Northeast quarter of Section 27, and the Northwest quarter of Section 34, all in Township 26 North, Range 6 East, W.M., King County, Washington described as follows:

Commencing at the Southwest corner of the Northwest quarter of said Northwest quarter of Section 34; thence S. 89°05'59" E. along the South line thereof, 451.00 feet to the Point of Beginning; thence N. 68°30'35" E. parallel with and 26.00 feet Northerly of the North margin of NE Novelty Hill Road, 2260.58 feet; thence N. 06°24'36" E., 875.29 feet; thence N. 88°29'57" E., 162.08 feet; thence N. 01°30'03 " W., 831.36 feet; thence

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1 N. 04°34'53 " W., 987.10 feet; thence S. 83°02'55" W., 8.81 feet; thence N. 06°57'05"  
2 W., 71.47 feet; thence N. 14°27'26" E., 36.01 feet; thence N. 83°02'55" E., 116.86 feet;  
3 thence S. 06°57'05" E. 51.29 feet; thence S. 54°58'16" E., 32.76 feet;  
4 thence N. 85°25'06" E., 7.84 feet; thence S. 54°58'16" E., 17.16 feet; thence  
5 N.83°02'55" E., 329.19 feet; thence N. 25°25'26" E., 222.00 feet; thence N. 64°34'34"  
6 W., 10.00 feet; thence N. 25°25'26" E., 380.54 feet; thence N. 42°46'25" E., 196.09 feet;  
7 thence N. 81°30'54" E., 966.12 feet; thence S. 82°05'44" E., 35.44 feet; thence N.  
8 81°30'55" E., 74.00 feet; thence N. 48°18'28" E., 425.93 feet; thence N. 86°01'16" E.,  
9 261.40 feet; thence S. 89°20'15" E., 77.32 feet; thence N. 00°39'45" E., 283.56 feet;  
10 thence S. 88°53'56" E., 195.01 feet to the East line of said Northeast quarter of Section  
11 27; thence S. 00°39'45" W. along said East line, 50.00 feet; thence N. 88°53'56" W.,  
12 165.00 feet; thence S. 00°39'45" W., 283.33 feet; thence N. 89°20'15" W., 105.30 feet;  
13 thence S. 86°01'16" W., 242.29 feet; thence S. 48°18'28" W., 426.45 feet;  
14 thence N. 78°28'44" W., 58.66 feet; thence Southwesterly along the arc of a nontangent  
15 curve (the radius point of which bears N. 78°28'44" W., 495.00 feet) through a central  
16 angle of 01°03'46", an arc distance of 9.18 feet; thence S. 81°30'54" W., 1010.86 feet;  
17 thence S. 42°46'26" W., 170.88 feet; thence S. 25°25'26" W., 372.91 feet;  
18 thence N. 64°34'35" W., 10.00 feet; thence S. 25°25'26" W., 238.50 feet;  
19 thence S. 83°02'55" W., 462.20 feet; thence S. 04°34'53" E., 980.50 feet;  
20 thence S. 01°30'03" E., 882.70 feet; thence S. 88°29'57" W., 168.54 feet;  
21 thence S. 06°24'36" W., 834.71 feet to said North margin of NE Novelty Hill Road;  
22 thence S. 68°30'35" W. along said North margin, 2240.28 feet to said South line  
23 of the Northwest quarter of Section 34; thence N. 89°05'59" W. along said South line,  
24 68.26 feet to the Point of Beginning.

25 (Containing 371,713 square feet or 8.53 acres, more or less)

26 **DAVID D. OLNEY and NANTHANA OLNEY, husband and wife; June 24, 1998**  
27 (King County Recording Number 9808181493; P.M. 928-003)

28 That portion of Government Lots 1 and 2, Section 26, Township 26 North, Range 6

East, W.M., King County, Washington, described as follows:

Commencing at the north quarter corner of said Section 26, thence South 01°20'49"  
West along the North/South centerline thereof, 800.28 feet; thence North 57°15'39" East  
79.22 feet to the ordinary high water at the east bank of the Snoqualmie River as field  
located by Horton Dennis & Associates, Inc. on August 2, 1996, and the True Point of  
Beginning; thence continuing North 57°15'39" East 1009.56 feet; thence North  
32°44'21" West 15.00 feet; thence North 57°15'39" East 63.42 feet; thence North  
62°23'40" East 213.72 feet to the south margin of the existing City of Seattle, Tolt

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Pipeline No. 1 Right-of-way; thence South 75°18'31" East along said south margin 89.16 feet; thence South 62°23'40" West 276.98 feet; thence South 57°15'39" West 60.73 feet; thence North 32°33'21" West 15.00 feet; thence South 57°15'39" West 958.69 feet to said east bank; thence North 14°52'55" West along said east bank 31.52 feet to the Point of Beginning.

**W.F. DEVELOPMENT, L.L.C., a Washington Limited Liability Company; August 21, 1998.** (King County Recording Number 9808211620 P.M. 928)

That portion of the Southeast Quarter of the Northwest Quarter and Government Lots 3, in Section 26, Township 26 North, Range 6 East, W.M., King County, Washington, described as follows:

Commencing at the North quarter corner of said Section 26; thence South 01°20'49" West along the North/South centerline thereof 854.61 feet; thence South 57°15'39" West 135.84 feet to the line of ordinary high water at the West bank of the Snoqualmie River as field located by Horton Dennis & Associates, Inc. on August 2, 1996 and the Point of Beginning; thence continuing South 57°15'39" West 365.51 feet; thence South 61°56'59" West 99.56 feet; thence North 28°03'01" West 15.00 feet; thence South 61°56'59" West 592.01 feet to the Easterly margin of West Snoqualmie Valley Road NE; thence North 14°26'34" West along said Easterly margin 46.30 feet; thence North 61°56'59" East 269.11 feet; thence South 28°03'01" East 15.00 feet; thence North 61°56'59" East 312.01 feet; thence North 28°03'01" West 15.00 feet; thence North 61°56'59" East 97.10 feet; thence North 57°15'39" East 372.34 feet to said West bank; thence South 23°56'14" East along said West bank 60.72 feet to the Point of Beginning.

Together with an access road easement across said property as described on Exhibit "A" described as follows:

**W.F. DEVELOPMENT, L.L.C., a Washington Limited Liability Company; August 21, 1998. (continued)** (King County Recording Number 9808211620 P.M. 928-002)

#### EXHIBIT A

#### PERMANENT ROAD EASEMENT

That portion of Government Lot 3, Section 26, Township 26 North, Range 6 East, W.M., King County, Washington, described as follows:



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Commencing at the North quarter corner of said Section 26; thence South 01°20'49" West along the North/South centerline thereof 782.17 feet; thence South 57°15'39" West 474.19 feet to the POINT OF BEGINNING, thence continuing South 57°15'39" West 36.67 feet, thence South 61°56'59" West 47.52 feet; thence North 58°00'33" West 72.00 feet to the beginning of a curve to the left having a radius of 90.00 feet through a central angle of 38°49'48" an arc distance of 60.99 feet; thence South 83°09'39" West 144.30 feet to the beginning of a curve to the right having a radius of 435.00 feet through a central angle of 17°47'51" an arc distance of 135.12 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 90.00 feet through a central angle of 19°28'05" an arc distance of 30.58 feet; thence South 81°29'25" West 44.51 feet; thence South 84°02'08" West 95.45 feet; thence South 78°32'13" West 52.87 feet to the Easterly margin of West Snoqualmie Valley Road NE; thence North 07°38'30" West along said Easterly margin 20.04 feet; thence North 78°32'13" East 52.50 feet; thence North 84°02'08" East 95.96 feet, thence North 81°29'25" East 44.07 feet to the beginning of a curve to the right having a radius of 110.00 feet through a central angle of 19°28'05" an arc distance of 37.38 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 415.00 feet through a central angle of 17°47'51" an arc distance of 128.91 feet, thence North 83°09'39" East 144.30 feet to the beginning of a curve to the right having a radius of 110.00 feet through a central angle of 38°49'48" an arc distance of 74.55 feet; thence South 58°00'33" East 66.21 feet; thence North 61°56'59" East 69.63 feet; thence South 28°03'01" East 12.00 feet to the POINT OF BEGINNING.

(Containing 13,895 square feet or 0.32 acres, more or less)

**CITY OF REDMOND, Washington; March 2, 1998**  
(King County Recording Number 9803041837; P.M. 518-001)

Those portions of the Northwest quarter and the Northeast quarter of Section 36, Township 26 North, Range 5 East, W.M., and the Northwest quarter of Section 33, Township 26 North, Range 6 East, W.M., all in King County, Washington, described as follows:

The North 30.00 feet of the Southeast quarter of said Northwest quarter of Section 36 lying West of the Westerly margin of 172nd Avenue NE.  
Together with a parcel commencing at a point on the West line of the Southeast quarter of said Northwest quarter of Section 36 lying South 00°53'43" West 30.00 feet from the Northwest corner of said subdivision; thence South 88°45'00" East parallel with the North line of said subdivision 637.93 feet to the

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Point of Beginning; thence continuing South 88°45'00" East 20.00 feet; thence South 01°15'00" West 165.00 feet to the North margin of NE 111th Street and a point hereinafter referred to as Point "A"; thence North 88°45'00" West along said North margin 20.00 feet; thence North 01°15'00" East 165.00 feet to the Point of Beginning.

Together with a detached parcel commencing at aforesaid Point "A"; thence South 01°15'00" West 55.00 feet to the South margin of NE 111th Street and the Point of Beginning; thence Continuing South 01°15'00" West 47.50 feet; thence North 88°45'00" West 20.00 feet; thence North 01°15'00" East 47.50 feet to said South margin; thence South 88°45'00" East along said South margin 20.00 feet to the Point of Beginning.

Together with the North 30.00 feet of the South one-half of said Northeast quarter of Section 36.

Together with a parcel commencing at a point on the West line of the Southwest quarter of said Northeast quarter of Section 36 lying South 00°53'43" West 30.00 feet from the Northwest corner of said subdivision; thence South 88°38'33" East parallel with the North line of said subdivision 37.27 feet to the Point of Beginning; thence continuing South 88°38'33" East parallel with said North line 30.00 feet; thence South 01°21'27" West 18.00 feet; thence North 88°38'33" West parallel with said North line 30.00 feet; thence North 01°21'27" East 18.00 feet to the Point of Beginning.

Together with the North 30.00 feet of the South one-half of said Northwest quarter of Section 33.

**PUGET SOUND ENERGY, INC., a Washington Corporation ("PSE"); February 9, 1998**  
(King County Recording Number 9802120537; P.M. 517-004)

#### **TOLT PIPELINE NO. 2, PHASE II**

Those portions of the Southeast quarter and the Northeast quarter of Section 35, the Northwest quarter of Section 36 in Township 26 North, Range 5 East, W.M., the North half of Sections 31 and 32 in Township 26 North, Range 6 East, W.M., all in King County, Washington, described as follows:



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Commencing at a point on the North margin of NE 104th Place (160th Avenue NE) being the Southwest corner of Lot I in the Plat of Redmond Estates No. 9 as recorded in Volume 111 of Plats, pages 51-52, records of King County, Washington; thence North 69°37'59" East along the South line of said plat 280.00 feet to the Point of Beginning; thence continuing North 69°37'59" East along said South line 480.45 feet to the East line of said plat; thence continuing North 69°37'59" East 7.60 feet; thence North 35°32'22" East 76.72 feet; thence North 01°30'09" East along a line parallel with and 50.00 feet East of the East line of said plat 774.84 feet to the South line of the Northeast quarter of said Section 35; thence North 00°55'37" East along a line parallel with and 50.00 feet East of the East line of the Plat of Redmond Estates No. 10 as recorded in Volume 113 of Plats, pages 49-50, records of said county 599.81 feet to the South margin of Northeast 110th Street; thence along said North margin and along a curve to the right having a radius of 670.00 feet through a central angle of 02°41'47" an arc distance of 31.53 feet; thence South 00°55'37" West parallel with said East line of Redmond Estates No. 10, 610.09 feet to said South line of the Northeast quarter of said Section 35; thence South 01°30'09" West parallel with said East line of Redmond Estates No. 9, 181.70 feet; thence South 88°29'51" East 10.00 feet; thence South 01°30'09" West parallel with said East line of Redmond Estates No. 9, 290.00 feet; thence North 88°29'51" West 10.00 feet; thence South 01°30'09" West parallel with said East line of Redmond Estates No. 9, 312.04 feet; thence South 35°32'22" West 95.10 feet; thence South 69°37'59" West parallel with said South line of Redmond Estates No. 9, 497.25 feet; thence North 20°22'01" West 30.00 feet to the Point of Beginning.

Together with a detached parcel commencing at the Southeast corner of the North one-half of the Southeast quarter of the Northeast quarter of said Section 35; thence North 87°58'40" West along the South line of said subdivision 205.04 feet; thence North 00°55'37" East 5.14 feet to the North margin of NE 110th Street and the Point of Beginning; thence along said North margin and along a curve to the left having a radius of 730.00 feet through a central angle of 03°40'16" an arc distance of 46.7 feet; thence North 00°55'37" East along a line parallel with and 250.00 feet West of the East line of said Northeast quarter of said Section 35, 356.27 feet; thence North 47°44'37" East 54.86 feet; thence North 00°55'37" East along a line parallel with and 210.00 feet West of the East line of said Northeast quarter of said Section 35, 161.01 feet; thence North 46°27'59" East 174.23 feet to the North line of the Southeast quarter of said Northeast quarter; thence South 87°59'39" East along said North line 85.66 feet to the East line of said Northeast quarter of Section 35; thence South 88°45'00" East along the North line of the Southwest quarter of the Northwest quarter of said Section 36, 1,317.62 feet to the East line of said subdivision; thence South 00°53'43" West along said East line 30.00 feet; thence North 88°45'00" West parallel with said North line 1,317.64 feet to the West line of said Northwest quarter of Section 36; thence North 87°59'39" West parallel with said North line of the Southeast quarter of the Northeast quarter of said Section 35, 74.60 feet; thence South 46°27'59" West 147.67 feet; thence South

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00°55'37" West parallel with and 180.00 feet West of said East line of the Northeast quarter of Section 35, 161.40 feet; thence South 47°44'37" West 34.29 feet; thence South 00°55'37" West parallel with and 205.00 feet West of said East line of the Northeast quarter of Section 35, 344.64 feet to the Point of Beginning.

Together with the North 30.00 feet of Government Lot 2 and the North 30.00 feet of the Southeast quarter of said Northwest quarter of Section 31 lying west of NE Avondale Rd.

Together with the North 30.00 feet of the South one-half of the North one-half of said Section 31 lying East of NE Avondale Road and West of 196th Avenue NE.

Together with a parcel beginning at a point on the East margin of NE Avondale Road lying 30.00 feet South of the North line of the Southeast quarter of the Northwest quarter of said Section 31; thence South 10°37'46" West along said East margin 20.08 feet; thence South 82°36'01" East 27.96 feet; thence North 07°23'59" East 20.00 feet to a point 30.00 feet South of the North line of said subdivision; thence North 82°36'01" West parallel with the North line of said subdivision 26.84 feet, more or less, to the East margin of Avondale Road NE and the Point of Beginning.

Together with the North 30.00 feet of the Southwest quarter of the Northwest quarter of said Section 32, lying West of 200th Avenue NE and East of 196th Avenue NE, except the South 15.00 feet of the East 100.00 feet thereof.

Together with the North 30.00 feet of the Southeast quarter of the Northwest quarter of said Section 32 lying West of 204th Avenue NE and East of 200th Avenue NE.

Together with a parcel beginning at a point on the East margin of 200th Avenue NE lying South 02°43'25" West of the intersection of the North line of the Southeast quarter of the Northwest quarter of Section 32, 30.00 feet and the Point of Beginning; thence South 87°15'29" East 37.00 feet; thence South 02°44'31" West 18.00 feet; thence North 87°15'29" West parallel with said North line 37.00 feet to the East margin of 200th Avenue NE; thence North 02°43'25" East along said East margin 18.00 feet to the Point of Beginning.

Together with a parcel beginning at the Northwest corner of the Southwest quarter of the Northeast quarter of said Section 32 being a point on the East margin of 204th Avenue NE; thence South 87°22'27" East along the North line of said subdivision 623.32 feet to the West margin of 206th Avenue NE; thence South 00°12'10" West along said West margin 30.03 feet; thence North 87°22'27" West parallel with said North line 470.76 feet; thence South 76°15'53" West 71.00 feet; thence North 87°22'27"

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Tolt 2 Ordinance for easements.doc  
05/24/01  
version 1

1 West parallel with said North line 53.57 feet; thence North 65°21'44" West 32.81 feet to  
2 said East margin; thence North 00°01'20" East along said East margin 37.74 feet to the  
Point of Beginning.

3 Together with the North 30.00 feet of the South one-half of the Northeast quarter of said  
4 Section 32 lying East of 206th Avenue NE.

5 Together with a parcel commencing at a point on the East margin of 206th Avenue NE,  
6 said point being on the North line of the Southwest quarter of the Northeast quarter of  
7 said Section 32; thence South 00°12'10" West along said East margin 30.03 feet to the  
8 Point of Beginning; thence South 87°22'27" East parallel with said North line 135.09  
feet; thence North 89°17'05" West 134.98 feet to said East margin of 206th Avenue NE;  
thence North 00°12'10" East along said East margin 4.50 feet to the Point of Beginning.

9 **PUGET SOUND ENERGY, INC., a Washington Corporation ("PSE"); February 9,**  
10 **1998**  
11 **(continued)** (King County Recording Number 9802120537; P.M. 517-004)

12 **TOLT PIPELINE NO. 2., PHASE III**

13 Those portions of the Northeast quarter of Section 33 and the Northwest quarter of Section  
14 34, Township 26 North, Range 6 East, W.M., King County, Washington, described as  
15 follows:

16 The North 30.00 feet of the South one-half of said Northeast quarter of Section 33 lying  
17 West of the West margin of 224th Avenue NE and lying East of the East margin of said  
18 224th Avenue NE.

19 Together with the North 30.00 feet of the Southwest quarter of said Northwest quarter  
20 of Section 34, lying West of the Northwest margin of NE Novelty Hill Road.

21 The real property for the Tolt 2 Pipeline purposes is conveyed by the easements and are  
22 hereby accepted and placed under the jurisdiction of Seattle Public Utilities.

23 **Section 2.** Any act pursuant to the authority and prior to the effective date of this  
24 ordinance is hereby ratified and confirmed.  
25  
26  
27  
28



MVS/ekm  
Tolt 2 Ordinance for easements.doc  
05/24/01  
version 1

**Section 3.** This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 20<sup>th</sup> day of August, 2001, and signed by  
me in open session in authentication of its passage this 20<sup>th</sup> day of August, 2001.

Margot Page  
President \_\_\_\_\_ of the City Council

Approved by me this 29<sup>th</sup> day of AUGUST, 2001.

Paul Schell  
Paul Schell, Mayor

Filed by me this 30th day of August, 2001.

Judith E. Lipper  
City Clerk

(Seal)



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## City of Seattle

Paul Schell, Mayor

### Seattle Public Utilities

Diana Gale, Director

July 19, 2001

Margaret Pageler, President  
City Council  
City of Seattle

VIA: Mayor Paul Schell  
ATTN: Joan Walters, Budget Director

Dear Council President Pageler,

Seattle Public Utilities requests the City Council's approval of legislation to accept various easements for the Tolt 2 Pipeline.

The easements grant the city only such rights in the land as shall be necessary for the construction, installation, operation, maintenance, repair, protection, and improvement of water-supply pipelines with all necessary appurtenances and lateral support/slopes thereto, in connection with the Tolt 2 Pipeline project, across and along the real property as set forth in the legal descriptions.

For more information, please contact Ron Perkerewicz, Acting Manager, in Real Property Services at 206-615-0741.

Sincerely,

Diana Gale  
Managing Director

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Dexter Horton Building, 10th Floor, 710 Second Avenue, Seattle, WA 98104

Tel: (206) 684-5851, TTY/TDD: (206) 233-7241, Fax: (206) 684-4631, Internet Address: <http://www.ci.seattle.wa.us/util/>  
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



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AFTER RECORDING RETURN TO

Seattle Public Utilities  
Real Estate Services  
710 Second Avenue  
Seattle, WA 98104

Document Title: Utility Easement  
Grantor: King County  
Grantee: City of Seattle  
Legal Description: Ptns. NW 1/4 S25 T26E R6

990517-2634 03:06:00 PM KING COUNTY RECORDS 004 THS .00

#### UTILITY EASEMENT

THIS INDENTURE made this 17 day of MAY, 1999, between King County, a political subdivision of the State of Washington, hereinafter called the GRANTOR, and the CITY OF SEATTLE, Seattle Public Utilities, a municipal corporation of the State of Washington, hereinafter called the GRANTEE.

#### WITNESSETH

For and in consideration of GRANTOR'S continued present and future use of Tolt River pipeline Right of Way for park related purposes, the GRANTOR herein does by these presents grant unto the GRANTEE, their successors and assigns, a utility easement over, under, across, and through the following described property situated in King County, Washington, to wit:

Portion of the NW 1/4 of Section 25, Township 26 North, Range 6 East, W. M., King County, Washington.

That portion of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad Right of Way lying in the northwest quarter of the northwest quarter of Section 25, Township 26 North, Range 6 East, W. M., King County, Washington described as follows:

Commencing at the northeast corner of said subdivision;  
thence South 84° 39' 38" West along the north line thereof 124.99 feet to the east margin of said right-of-way and the point of beginning;  
thence South 15° 30' 14" East along said east margin of 101.59 feet;  
thence South 84° 39' 38" West parallel with the north line of said subdivision 101.59 feet to the west margin of said right-of-way;  
thence North 15° 30' 14" West along said west margin 101.59 feet to the north line of said subdivision;  
thence North 84° 39' 38" East along said north line 101.59 feet to said east margin of said right-of-way and the point of beginning.

929-001



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Contains an area of 10,159 square feet, or 0.23 acre, more or less

**Purpose:** The GRANTEE, its successors and assigns, shall have the rights to construct, install, operate, maintain, repair, protect, and improve two water-supply pipelines with all necessary appurtenances and lateral support/slopes thereto, in accordance with City's Tolt Pipeline Plan No. 99-2, Phase III, Eastern Segment Improvements Sheet P35, and Tolt Pipeline No. 99-2, Phase III, Easement and Right of Way Drawing (Phase III Sheet 15), as filed with the City of Seattle, Seattle Public Utilities, and for the Tolt 1 pipeline.

The GRANTEE herein, by accepting and recording this easement, agrees to the terms and conditions attached hereto, and by reference made part of this agreement.

**TERMS AND CONDITIONS APPLICABLE TO THE EASEMENT GRANTED BY KING COUNTY:**

1. The County, its successors and assigns, hereby agrees that no structures, placement of trees, shrubbery, rockery, fences, or the storage of any heavy equipment or materials will be allowed upon the easement area without prior review and comment by the City.
2. The County agrees to allow the City to review and comment on any plans to excavate within ten (10) feet from the centerline of said pipeline or to change the grade, by either cut or fill, within ten (10) feet of the pipeline facility. If the County lowers grade to less than three (3) feet of cover, the County will provide a structural cover to protect the pipeline. Such cover must have a Washington State P. E. stamp approval of the design.
3. The County will allow the City to review and comment on any construction activity within easement area. This shall include but not be limited to excavation and/or the use of explosives.
4. If the City disturbs the surface or subsurface of the property, the City shall restore the property to a condition as good or better than the condition the property was in prior to such disturbance.
5. To ensure protection of the underground pipeline facilities, the County shall not grant permission to other public or private utilities to cross the easement without the review and comment of the City. If other utilities are allowed within the City's easement corridor, cathodic protection and a grounding system may be required. If electric utilities are allowed to cross the easement area a minimum overhead clearance of 25 feet must be maintained. Underground utilities crossing the pipelines must maintain a minimum clearance of one (1) foot above or under the pipeline, and sewers must maintain a crossing minimum clearance of 18 inches or be constructed to approved watermain standards.
6. Vehicular equipment/machinery, wheeled or tracked, exceeding a gross weight of 32,000 pounds per axle (HS20-44) will be prohibited within said easement area. If loads exceeding such standards are required, the County will take steps as may be necessary to protect the pipeline such as using steel plates, wood matting, concrete bridging or other protective methods, reviewed by the City prior to use of the easement area.
7. The City agrees to indemnify, defend, and save harmless the County from any and all claims, actions, suits, liabilities, and damages of any kind or description, including costs and attorney's fees which may accrue or be suffered by any persons, including employees of the City or County, or property by reason of and to the extent of the sole or concurrent negligence of the City in its use or occupancy of the property, including the construction, maintenance, or operation of the City's facilities on the property. In the case of any suit or action brought against the County by reason thereof, the City will upon notice of the commencement, defend such suit or action at the City's sole cost and expense, and will satisfy the final judgment rendered in such action to the extent of the City's obligation under this paragraph.
8. The City is self-insured and will provide the County with evidence to that effect if requested. This



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provision does not apply to any successors and assigns without written consent of the County. The City will require any contractor and subcontractor to maintain insurance coverage in accordance with terms and conditions satisfactory to the County.

9. The City shall give the County a work schedule 30 days prior to the commencement of construction and shall provide detour route improvements for the continued use for activities if deemed necessary by King County. Said schedule shall detail the location and time of performance and completion of each activity. If necessary, the City shall update the schedule as construction progresses.

10. This easement agreement shall terminate and revert to the County upon abandonment of the pipelines by the City. The City shall be presumed to have abandoned the pipelines if they remain unused for a period of five (5) successive years. At said time the City shall restore the property to its original or better condition, or to a condition found to be satisfactory by King County. After this time period, the City shall record a release of easement upon request of the County.

11. Grantee shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, the State Environmental Policy Act and King County Environmental Standard and Ordinances.

12. The rights and obligations of the County and the City shall run with the property and shall inure to the benefit of and be binding upon their respective successors and assigns.

13. Any notice, request, approval, designation, direction, statement, or communication shall be in writing and delivered to the following:

King County Property Services Division  
King County Administration Building  
500 Fourth Avenue, Room 500  
Seattle, WA 98104

Seattle Public Utilities  
Real Estate Services  
710 Second Avenue, Room 910  
Seattle, WA 98104

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR: KING COUNTY,  
WASHINGTON

BY: David Repokant

TITLE: manager

DATE: 5-17-99

APPROVED AS TO FORM:



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Return Address:

Seattle Public Utilities/Water  
Real Estate Services  
9th Floor Dexter Horton Building  
710 Second Avenue  
Seattle, WA 98104

Document Title(s) (or transactions contained therein):

1. Easement Agreement

Reference Number(s) of Documents assigned or released:  
(on page of document(s))

Grantor(s) (Last name first, then first name and initials)

1. Pearce, John  
2. Pearce, Lorraine B.

Grantee(s) (Last name first, then first name and initials)

1. The City of Seattle

Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)

Portion of the NE¼ of the NE¼ of Section 36, Twp. 26 N., Rng. 5 E., W.M.

■ Additional legal is on pages 2 & 3 of document

Assessor's Property Tax Parcel/Account Number

portions of Tax Parcel/Account Number 362605-9050

□ Additional legal is on page of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

9710080327

11.00

971008-0327 09:14:00 AM KING COUNTY RECORDS 004 THIS

2576.00

.00

1571049 10/08/97

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K518-003





After recording return document to:

Seattle Public Utilities  
Real Estate Services  
710 2nd Ave., Room 1111  
Seattle, WA 98104

*Document Title: Easement*  
*Reference No. Of Related Document: N/A*  
*Grantor(s): John Pearce and Lorraine B. Pearce*  
*Grantee: City of Seattle*  
*Legal Description: NE1/4, 362605 WM, King County, WA.*  
*Assessors Tax Parcel Number(s): 362605-9050*

#### EASEMENT AGREEMENT

THIS AGREEMENT, made this 3 day of October, 1997  
between John Pearce and Lorraine B. Pearce, husband and wife, hereinafter referred to as  
the Grantors, and The City of Seattle, Seattle Public Utilities, a municipal corporation of  
the State of Washington, hereinafter referred to as the "City":

The Grantors, for and in consideration of Two Thousand Five Hundred Seventy  
Six Dollars (\$2,576), receipt of which is hereby acknowledged, grants to the City an  
easement to construct, operate, maintain and repair a 12-inch diameter culvert, including  
riprap, with access thereto, in conjunction with the City's Plan No. 99-2, Tolt Pipeline  
No. 2, Phase II Improvements, Sheet P-6; and Easement and Right-of-way Drawings,  
Sheet 6, on file with the Seattle Public Utilities, over, under, through, across, and upon  
the following described property:

That portion of the South half of the East half of the West half of the Northeast  
Quarter of the Northeast Quarter of Section 36, Township 26 North, Range 5 East,  
W.M., in King County, Washington lying within a strip of land being 7.5 feet on  
each side of the following described centerline.

Commencing at the Southeast corner of said Northeast Quarter of the Northeast  
Quarter; thence South 88°38'33" East along the south line thereof 427.43 feet to  
the Point of Beginning of centerline; thence North 25°22'46" West 40.00 feet to  
the terminus of said centerline.

TOGETHER with a temporary construction easement for the installation of said  
pipeline as shown on City's Plan 99-2 as mentioned above, to begin at the beginning of

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construction and to expire at the end of construction. Said temporary easement described as follows:

That portion of the South half of the East half of the West half of the Northeast Quarter of the Northeast Quarter of Section 36, Township 26 North, Range 5 East, WM., in King County, Washington, described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Northeast Quarter; thence South 88°38'33" East along the south line thereof 380.43 feet to the Point of Beginning; thence North 01°21'27" East 40.00 feet; thence South 88°38'33" East 60.00 feet; thence South 01°21'27" West 10.00 feet; thence South 88°38'33" East 75.00 feet; thence South 01°21'27" West 30.00 feet to the south line of said subdivision; thence North 88°38'33" West along said south line 135.00 feet to the Point of Beginning.

1. Grantor agrees to allow the City to place fill within said property in conjunction with the drain line, in accordance with the Construction/Improvement Plan as shown on Sheet P-6 as mentioned above.
2. The City shall restore the property by the placement of grass though hydroseeding, replacement of any existing fence and the replanting of the dogwood tree/s in the immediate vicinity, as requested by the Grantors.
3. The City agrees to indemnify, defend and hold harmless the Grantors from any and all claims, actions, suits, liabilities and damages of any kind or description, including reasonable attorney's fees, which may accrue or be suffered by any persons or property by reasons arising from the City use or occupancy of the property, including the construction, maintenance, or operation of the City's facilities on the property. In the case of any suit or action brought against Grantors by reason thereof, the City will, upon notice of the commencement, defend such suit or action at the City's sole cost and expense, and will satisfy the final judgment rendered in such action to the extent of the City's obligation under this paragraph.
4. The City agrees to pay One Thousand Five Hundred Thirty Five Dollars (\$1,535) receipt which is hereby acknowledged, as payment for a catch-basin that may be required due to the drain line culvert, in the development of the property.
5. The drain line easement shall terminate and revert to the Grantors, their successors and assigns if deemed no longer necessary by the City or upon abandonment of the drain line by the City. The City shall have presumed to have abandoned the pipeline if it remains unused for a period of five (5) successive years. After this time period the City shall record a release of easement document upon the request of the Grantors.

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JOHN PEARCE John Pearce DATE: 11-3-97

STATE OF WASHINGTON )  
 ) ss  
County of King )

Date: 10-3-97

Shirley E. Luehking  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My Commission Expires: 2-21-99



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EASEMENT AGREEMENT

THIS AGREEMENT, made this 25 day of October, 1996, between Theodore Pearce and Grayce Pearce, husband and wife, hereinafter referred to as the "Grantors" and The City of Seattle, Water Department, a municipal corporation of the State of Washington, hereinafter referred to as the "City":

For and in consideration of Four Thousand Eight Hundred Dollars (\$4800), receipt of which is hereby acknowledged, the Grantor grants to the City an exclusive easement (Easement), to construct, install, operate, maintain, repair, protect and improve a water supply pipeline with all necessary appurtenances and lateral support/slopes thereto, including access to said easement area, in accordance to the City's Plan No. 99-2, Tolt 2, Phase II, Improvements, Sheet P-12, and Easement and Right-of-way Drawings, Sheet 12, on file at the Seattle Water Department, over, across and under the following described property:

That portion of Lot 13, Block 74, Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 24, according to the plat recorded in Volume 21 of Plats, page 51, in King County, Washington, described as follows:

Commencing at the northeast corner of said Lot 13; thence South 02°43'25" West along the east line thereof and along the west margin of 200th Avenue NE 200.29 feet to the True Point of Beginning; thence continuing South 02°43'25" West along said east line 30.00 feet to the south line of the Northwest Quarter of Section 32, Township 26 North, Range 6 East, W.M.; thence North 02°43'25" East 30.00 feet; thence South 87°15'29" East 200.00 feet to the Point of Beginning.

Together with a temporary construction easement, for the installation of said pipeline as shown on City's Plan 99-2 as mentioned above, to expire at the end of construction. Said temporary easement described as follows:

That portion of Lot 13, Block 74, Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 24, according to the plat thereof recorded in Volume 21 of Plats, Page 51, in King County, Washington, described as follows:

Commencing at the northeast corner of said Lot 13; thence South 02°43'25" West along the east line thereof and along the west margin of 200th Avenue NE, 160.39 feet to the Point of Beginning; thence continuing South 02°43'25" West along said east line 40.00 feet; thence North 87°15'29" West 140 feet; thence North 02°43'25" East 40.00 feet; thence South 87°15'29" East 140.00 feet to the Point of Beginning.

518-002

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10/22/96

1

EXCISE TAX NOT REQUIRED  
King Co. Records Division  
By P. Hudge Deputy



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9610280758



Subject to the following terms and conditions:

1. Grantors shall have the right to install and maintain minor and normal yard improvements such as fences, raised flower beds, paved walkways and shallow rooted shrubbery not to exceed 6 feet in height at maturity which do not substantially impair or threaten to impair the water supply pipeline.
2. The City shall restore the property to a condition as good or better than the condition the property was in prior to such disturbance including the replacement of the existing fence and grass.
3. Grantors, their successors and assigns, hereby agree that no structures, roads, trees, tall shrubbery, rockery, permanent obstructions or the storage any heavy equipment or materials will be allowed upon the easement area without prior written consent of the City.
4. Grantors agree, based on as-built plans pertaining to the pipeline facility, to allow the City to review and approve any plans to change the grade within the Easement in excess of three (3) feet, by either cut or fill.
5. No digging will be done or permitted near the pipeline which will disturb the pipeline or its solidity or unearth any portion of said pipeline. and that no blasting of any explosives will be permitted within three hundred (300) feet of said pipeline.
6. No storage of heavy equipment/machinery is to be placed in the Easement. Vehicles exceeding a gross weight of 32,000 pounds per axle (HS 20-44) shall not be placed, driven, or allowed over said pipeline without first providing adequate protection, which protection shall first be approved by the City.
7. The City agrees to indemnify, defend and hold harmless the Grantors from any and all claims, actions, suits, liabilities and damages of any kind or description, including reasonable attorney's fees, which may accrue or be suffered by any persons or property by reasons arising from the City use or occupancy of the property, including the construction, maintenance, or operation of the City's facility on the property. In the case of any suit or action brought against Grantors by reason of the City's use of the property, the City will, upon notice of the commencement, defend such suit or action at the City's sole cost and expense, and will satisfy the final judgment rendered in such action to the extent of the City's obligation under this paragraph.
8. This easement agreement shall terminate and revert to the Grantors, their successors and assigns upon abandonment of the pipeline by the City. The City shall have presumed to have abandoned the pipeline if it remains unused for a period of twelve (12) successive years. After this time period the City shall record a release of easement document upon the request of the Grantors.



8520820196

Theodore B. Pearce  
THEODORE PEARCE

DATE: 10/25/96

Grayce Pearce

DATE: 10/25/96

STATE OF WASHINGTON )  
 ) ss  
County of King )



Date: 10/25/96

Shirley E. Lukhary  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Seattle  
 My Commission Expires: 2-21-99

STATE OF WASHINGTON )  
 ) SS  
County of King )



Date: 10/25/96

Shirley E Lukhang  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My Commission Expires: 2-21-99



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After recording return document to:

Seattle Public Utilities  
Real Estate Services  
710 2nd Ave., Room 1111  
Seattle, WA 98104

Document Title: Easement

Reference No. Of Related Document: N/A

Grantor(s): Loren H. Meyer, as Trustee of the Meyer Family Revocable Trust Agreement

Grantee: City of Seattle

Legal Description: The south 30 feet of Lot B of the City of Redmond Lot Line Revision No. LLR92-010, recorded under King County Recording No. 9211179003, being a portion of the Northeast Quarter of the Northwest Quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington.

Assessors Tax Parcel Number(s): 362605-9033

### EASEMENT AGREEMENT

THIS EASEMENT made this 29<sup>th</sup> day of JANUARY, 199~~8~~<sup>97</sup>, between Loren H. Meyer, as Trustee under the Meyer Family Revocable Trust Agreement, "GRANTOR", and the City of Seattle, a municipal corporation of the State of Washington, "CITY":

That the Grantor for and in consideration of Fifteen Thousand Dollars (\$15,000), receipt of which is hereby acknowledged, conveys and grants to the City an non-exclusive EASEMENT to construct, operate and maintain a roadway for use as access to the City's Tolt No. 2 pipeline right-of-way abutting said Grantor's property, as shown on the City's Plan No. 2, Tolt Pipeline No. 2, Phase II Improvements, Sheet P-5 and Easement and Right-of-way Drawings, Sheet 5, on file with the Seattle Public Utilities, said easement described as follows:

The south 30 feet of Lot B of the City of Redmond Lot Line Revision No. LLR92-010, recorded under King County Recording Number 9211179003, being a portion of the Northeast Quarter of the Northwest Quarter of Section 36, Township 26 North, Range 5 East, W.M., in King County, Washington.

Subject to the following conditions:

1. The City shall have the right to cut and trim only those trees, brush or other plants standing or growing within the roadway to be constructed within the Easement identified above. The City may cut and trim trees, brush or other plants outside the roadway but within the Easement only with prior written approval from the Grantor. Said approval must be requested in writing, with the specific trees or groups of trees proposed to be cut or trimmed, identified on a scale map to be attached to the request, at least five (5) days prior to the requested activity. In addition, the City shall obtain prior approval from the City of Redmond or other appropriate agency before requesting any action from the Grantor. Any requested mitigation, fee or other requirement as a result of the requested action shall be the responsibility of the City.
2. In order to maintain the Easement area close to its existing condition, the roadway shall be constructed of dirt where possible. Gravel shall be used only where soft soils necessitate a harder driving surface. Under no circumstances shall asphalt paving be placed in the roadway.
3. The Grantor agrees that no structures or obstructions will be erected within the Easement.

1.

EXCISE TAX NOT REQUIRED  
King Co. Records Division

By [Signature] Deputy

9260112026

970211-0926 02:45:00 PM KING COUNTY RECORDS 002 TMS 9.00

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4. If any other use is permitted in the Easement other than the exception mentioned in Paragraph 3, the Grantor will allow the City to review and comment on such use prior to its happening. If the Grantor disturbs or interrupts the use of the roadway, the Grantor will, if necessary, provide the City a temporary alternate route to said pipeline right-of-way; and the Grantor will restore said roadway in a timely manner, to its condition or better, prior to said disturbance.,.

5. The City shall indemnify, defend and hold the Grantor harmless from and against all claims, actions, damages, liability and expense occasioned wholly or in part, directly or indirectly, by any act or omission of the City, its agents or invitees, relating to the construction, operation or maintenance of said roadway.

6. This Easement Agreement shall terminate and revert to the Grantor, his successors and assigns upon abandonment of the roadway. The City shall have presumed to abandoned the roadway if it remains unused for a period of twelve (12) successive years. After this time period the City shall record a release of easement document upon the request of the Grantor.

7. This Easement shall be binding on the parties, their successors and assigns.

Meyer Family Revocable Trust

Loren H. Meyer, Trustee

State of Washington )  
 ) ss.  
County of King )

I certify that I know or have satisfactory evidence that Loren H. Meyer is Trustee of the Meyer Family Revocable Trust, that he signed this instrument on oath stated that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January 29, 1997



Paul D. Snyder Paul D. Snyder  
Notary Public in and for the State of  
Washington residing at Woodlawnville  
My appointment expires January 3, 1999

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After recording return document to:  
Seattle Public Utilities Real Estate Services  
710 2nd Ave., Room 910  
Seattle, WA 98104

EXCISE TAX NOT REQUIRED  
King Co. Records Division

*[Signature]* Deputy

Document Title: Easement  
Reference No. of Documents Assigned or Released: N/A  
Grantor: Scott G. Dutro  
Grantee: City of Seattle  
Legal Description: Ptn. NW 1/4 of Section 26, Township 26 North, Range 6 East W.M, King County, Washington.  
Assessor's Tax Parcel Number(s): 262606-9024

#### EASEMENT AGREEMENT

THIS AGREEMENT, made this 2 day of March, 1998, between Scott G. Dutro, as his separate estate, hereinafter referred to as Grantor, and The City of Seattle, Seattle Public Utilities, a municipal corporation of the State of Washington, hereinafter referred to as the "Grantee."

For and in consideration of Seventeen Thousand Dollars (\$17,000.00) and the terms, conditions and covenants as provided herein, the adequacy of which is hereby acknowledged, Grantor grants to the Grantee an exclusive permanent easement, under threat of eminent domain, to construct, reconstruct, install, operate, maintain, repair, protect and improve a water supply pipeline with all necessary appurtenances and lateral support/slopes thereto, in accordance with Tolt Pipeline No. 2, Phase III Easement and Right-of-Way Drawing, Sheets 11, and Tolt Pipeline No. 2, Phase III, Improvements, Sheet P27, stamp dated February 9, 1998 and on file with the Seattle Public Utilities (hereafter referred to as the "Pipeline Improvements", over, across and under the following described property:

That portion of the Southwest Quarter of the Northwest Quarter of Section 26, Township 26 North, Range 6 East, W.M., in King County, Washington described as follows:

Beginning at the northwest corner of Lot 2 of King County Short Plat No. R978133, Recording No. 8503130622; thence North 00°39'45" East along the west line of said subdivision 50.00 feet; thence South 88°53'56" East parallel with the north line of said Short Plat, 823.18 feet; thence South 01°06'04" West 50.00 feet to the north line of said Short Plat; thence North 88°53'56" West along said north line 822.80 feet to the Point of Beginning; subject to any existing utilities within, over, across and under said property.

Containing 41,149 square feet or 0.94 acres, more or less. (Hereafter referred to as the "Pipeline Easement.")

Together with a non-exclusive, permanent access road easement including the right to construct, alter, operate and maintenance said road, in accordance with said Tolt Pipeline No. 2, Phase III Plan (hereafter referred to and included as the "Pipeline Improvements", described as follows:

928-001



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9803061084

13.00

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KING COUNTY RECORDS

11:17:00 AM

980306-1084

That portion of the Southwest Quarter of the Northwest Quarter of Section 26, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

Commencing at the northwest corner of Lot 2, King County Short Plat No R978113, Recording No. 8503130622; thence North 00°39'45" East along the west line of said subdivision 50.00 feet; thence South 88°53'56" East parallel with the north line said Short Plat 268.82 feet to the Point of Beginning; thence North 01°06'04" East 30.00 feet; thence South 88°53'56" East 185.10 feet; thence South 51°11'52" East 29.43 feet; thence South 76°15'10" East 54.81 feet to a point hereafter referred to as Point "A"; thence North 88°53'56" West 261.87 feet to the Point of Beginning.

Together with a parcel commencing at aforesaid Point "A"; thence South 88°53'56" East 73.31 feet to the Point of Beginning; thence North 01°06'04" East 15.00 feet; thence South 88°53'56" East 130.00 feet; thence South 01°06'04" West 15.00 feet; thence North 88°53'56" West 130.00 feet to the Point of Beginning.

Containing 8,299 square feet or 0.19 acres, more or less. (Hereafter referred to as the "Access Road Easement").

Together with a temporary construction easement for the installation of the Pipeline Improvements as shown on said Tolt Pipeline No. 2, Phase III Plan, to begin at the start of construction and to expire at the end of construction. Said temporary easement is described as follows:

(See Legal Description of Temporary Construction Area, Attached as Exhibit "A")

The Pipeline Easement and Access Road Easement may be referred to collectively as the "permanent easement" areas, and the temporary construction easement and the permanent easement areas shall be subject to the following terms and conditions:

1. Grantee shall pay Grantor Twenty One Thousand Three Hundred Seventy Seven Dollars (\$21,377) for any timber from Grantors property lying within the permanent and temporary construction easement areas. Any trees, timber or other vegetation presently within the permanent and temporary easement areas shall be the property of Grantee, including any proceeds related to logging or removal of same by Grantee.

2. The Grantor, his successors and assigns, hereby agrees that no structures, trees, rockery or the storage of any heavy equipment or materials will be allowed upon the permanent easement areas without prior review and approval of the Grantee. The Grantor shall be allowed to use and have access to any access road within the Access Road Easement area in order to provide ingress and egress access to Grantor's parcel, which parcel is described as follows:

That portion of the Northwest Quarter of Section 26, Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of Lot 2 in King County Short Plat No. R-978113, King County Recording No. 8503130622; thence North 00°39'45" East along the west line of said Northwest Quarter 548.16 feet; thence South 89°00'04" East 826.99 feet;



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thence South 01°06'04" West 549.62 feet; thence North 88°53'36" West along the north line of said Short Plat 822.80 feet to the Point of Beginning (hereafter referred to as "Grantor's Property").

Containing 452,772 square feet or 10.39 acres, more or less

3. The Grantor agrees to allow Grantee to review and approve any plans to excavate or to change the grade, by either cut or fill, within the permanent easement areas.

4. No digging will be done or permitted within the permanent easement areas and near the Pipeline Improvements which will disturb the facilities or disturb their solidity or unearth any portion thereof, and no blasting or discharge of any explosives will be permitted within three hundred (300) feet of said Pipeline Improvements.

5. Grantee shall revegetate the grounds, within the permanent and temporary construction easement areas in accordance with Grantee's Tolt 2 Pipeline Site Restoration Plan, Sheet D28 and D29, stamp dated February 6, 1998, Grantee shall restore the grounds of the land within the permanent and temporary construction easement areas to a condition as good or better than it was in prior to such disturbance as is reasonably possible. If Grantee disturbs or damages Grantor's driveway or any existing utility within either the permanent or temporary construction easement areas, or damages Grantor's property outside said easement areas, then Grantee shall repair and restore the driveway, utility or property to its prior condition.

6. Grantee shall not use or allow the permanent easement areas to be used as a public trail corridor, bike trail or any other uses unrelated to its Pipeline Improvements, and shall take such measures as may be reasonably necessary to maintain privacy and tranquillity comparable to Grantor's Property. Grantee shall gate and/or fence the easement access road at the west line of Grantor's property. The Grantor may fence the remaining easement area west of said lot line.

7. Vehicular equipment/machinery, wheeled or tracked, exceeding a gross weight of 32,000 pounds per axle (HS 20-44) will be prohibited within the permanent easement areas, unless Grantor takes steps as may be necessary to protect the Pipeline Improvements, such as using steel plates, wood matting, concrete bridging or other protective methods, and such work shall be reviewed by Grantee prior to use of the easement areas.

8. Grantee agrees to indemnify, defend and save harmless the Grantor from any and all claims, actions, suits, liabilities and damages of any kind or description, including cost of attorneys' fees, which may accrue or be suffered by any persons or property by reason of and to the extent of the sole or concurrent negligence of Grantee in its use or occupancy of the permanent or temporary construction easement areas, including the construction, maintenance, or operation of the Pipeline Improvements on the property. In the case of any suit or action brought against the Grantor by reason thereof, Grantee will, upon notice of the commencement, defend such suit or action at Grantee's sole cost and expense, and will satisfy the final judgment rendered in such action to the extent of Grantee's obligation under this paragraph.

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9. Grantee is self-insured and will provide the Grantor with evidence to that effect, if required. Grantee will require any contractor and subcontractor to maintain reasonable insurance coverage in accordance with terms and conditions satisfactory to the Grantor.

10. Grantee shall give the Grantor a work schedule 30 days prior to the commencement of construction within the permanent or temporary easement areas. Said schedule shall detail the location and time of performance and completion of each activity. If necessary Grantee shall update the schedule as construction progresses.

11. The permanent easements shall terminate and revert to the Grantor upon abandonment of the Pipeline Improvements by Grantee. Grantee shall be presumed to have abandoned the Pipeline Improvements if it remains unused for a period of twelve (12) successive years. After this time period Grantee shall record a release of easement, upon request of the Grantor.

12. The rights and obligations of the parties as provided herein shall run with the property and shall inure to the benefit of and be binding upon their respective successors and assignees.

13. Grantee acknowledges that presently Grantor obtains potable water for domestic purposes from an existing well located in the general proximity of the permanent and temporary easement areas. Grantee believes that neither the location, construction nor installation of the Pipeline Improvements will detrimentally impact Grantor's ability to use this well or reduce the quantity or quality of water drawn from this well. In the event that Grantee's Pipeline Improvements causes proven detrimental impacts to the Grantor's well, such as materially reducing the quantity or quality of said water, then Grantee shall be responsible for taking such measures as may be necessary to restore for Grantor's use the quantity or quality of water to a condition as good or better than existed prior to construction or installation of the Pipeline Improvements.

14. During the construction, reconstruction, maintenance or repair of its Pipeline Improvements, Grantee shall maintain reasonable access for ingress and egress to Grantor's Property, and shall further maintain electrical power which is presently serving Grantor's Property. Grantee may relocate any existing utilities within the easement areas serving Grantor's Property, at Grantee's expense, so long as the relocated utility is comparable in serving Grantor's Property and so long as any existing utility service to Grantor's Property is continuously maintained.

15. Any notice, request, approval, designation, direction, statement or communication shall be in writing and delivered to the following:

Grantor: Scott Dutro  
12815 W. Snoqualmie Valley Road  
Duvall, WA 98019

Grantee: Seattle Public Utilities  
Real Estate Services  
710 2nd Ave., 9th Floor  
Seattle, WA 98104

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16. The Grantee City of Seattle (Seattle Public Utilities) shall evidence its acceptance and assent to all of the terms, conditions and covenants of this instrument by its payment of the consideration as provided herein and/or by its acceptance and recording of this Easement.

IN WITNESS WHEREOF, Grantor Scott Dutro has caused this Easement and Agreement to be executed on the date indicated below.

*Scott G. Dutro*  
SCOTT G. DUTRO

Date: 3/2/98

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Scott G. Dutro signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 3-2-98

*Nancy K. Whitehead*  
Nancy K. Whitehead Print Name)  
Notary Public  
Residing at Seattle  
My appointment expires 12-10-98



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**EXHIBIT "A"**

**TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION**

That portion of the Southwest Quarter of the Northwest Quarter of Section 26, Township 26 North, Range 6 East, W.M., King County, Washington, described as follows:

Commencing at the northwest corner of Lot 2 in King County Short Plat No. R978113, Recording No. 8503130622; thence North 00°39'45" East along the west line of said subdivision 50.00 feet to the Point on Beginning; thence continuing North 00°39'45" East along said west line 50.00 feet; thence South 88°53'56" East 91.81 feet; thence South 01°06'04" West 20.00 feet; thence South 88°53'56" East 177.48 feet; thence North 01°06'04" East 95.00 feet; thence South 88°53'56" East 62.19 feet; thence South 51°11'52" East 184.78 feet; thence South 76°15'10" East 54.81 feet; thence North 75°28'31" East 74.25 feet; thence South 88°53'56" East 220.98 feet; thence South 01°06'04" West 20.00 feet; thence North 88°53'56" West 823.18 feet to the Point of Beginning.

Containing 33,144 square feet or 0.76 acres, more or less.

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Return Address:

Seattle Public Utilities/Water  
Real Estate Services  
9th Floor Dexter Horton Building  
710 Second Avenue  
Seattle, WA 98104

EXCISE TAX NOT REQUIRED  
King Co. Records Division

*D. M. Hall* Deputy

9805191552

Document Title(s) (or transactions contained therein):

1. Easement Agreement

Reference Number(s) of Documents assigned or released:  
(on page \_\_\_ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. Port Blakely Tree Farms

Grantee(s) (Last name first, then first name and initials)

1. The City of Seattle

Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range)

Portion of SW¼ of Sec. 27, Twp 26 N, Rng 6 E, W.M.  
Portion of SE¼ of Sec. 27, Twp 26 N, Rng 6 E, W.M.  
Portion of NE¼ of Sec. 27, Twp 26 N, Rng 6 E, W.M. AND  
Portion of NW¼ of Sec. 34, Twp 26 N, Rng 6 E, W.M.

☒ Additional legal is on page 16 of document

Assessor's Property Tax Parcel/Account Numbers

Portion of 272606-9004  
Portion of 272606-9009  
Portion of 272606-9012  
Portion of 272606-9014  
Portion of 342606-9003  
Portion of 342606-9008  
Portion of 342606-9010  
Portion of 342606-9013

☐ Additional legal is on page \_\_\_ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

980519-1552 01:35:00 PM KING COUNTY RECORDS 021 THS 29.00

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931-001 A



DAVIS WRIGHT TREMAINE  
1501 Fourth Avenue  
2600 Century Square  
Seattle, WA 98101  
ATTN: Thomas A. Goeltz

#### EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made this 14 day of May 1998, by and between PORT BLAKELY TREE FARMS, a Washington limited partnership ("Grantor") and THE CITY OF SEATTLE, a municipal corporation of the State of Washington, by and through its Seattle Public Utilities Department ("Grantee").

#### RECITALS

A. Grantor is the owner of real property located in unincorporated King County, Washington, which property is described with particularity in Exhibit A, attached and incorporated by reference ("Property").

B. Grantee intends to construct, install, operate and maintain a pipeline known as the Tolt Pipeline Number 2 ("Tolt 2"). The Tolt 2 as proposed will traverse a portion of the Property, as reflected in the Tolt Pipeline Number 2, Phase III, Right-of-Way drawings, sheets 4 to 10 easement drawings, dated May 3, 1998 original counterpart copies of which are on file with both Grantor and Grantee and which are incorporated by this reference. The Tolt 2 will be constructed pursuant to the Construction Drawings, also dated May 3, 1998 original counterpart copies of which are on file with both Grantor and Grantee and which are incorporated by this reference.

C. Grantor has received from King County a permit for the construction of an urban planned development ("UPD") on the Property, and development of the Property will require above ground and below ground public and private utilities to serve Grantor's Property. Grantor's development project is commonly known as the Blakely Ridge UPD.

D. Grantor and its assigns may locate existing and future above ground facilities required to serve the Property, on or across the easement granted herein (as defined below). Such facilities include landscaping, public and private roads, traffic lanes, bike lanes, multi-use trails, curbs and gutters, roadway medians, sidewalks, paved parking lots, multi-use trails, golf courses, golf cart paths (including golf cart under-crossing and associated structures, footings and retaining walls) and other recreational uses and landscaping buffers and the construction, installation, reconstruction, repair, operation and maintenance of such facilities shall hereinafter be referred to collectively as the "Above Ground Reserved Uses".

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E. Grantor and its assigns may locate existing and future above ground and below ground utilities required to serve the Grantor's property across the easement granted herein (as defined below). These utility uses include the construction, installation, reconstruction, repair, operation and maintenance of King County stormwater pipes; City of Redmond water and sewer pipes; Woodinville Water District water and sewer pipes; surface water drainage facilities; fire hydrants and air valves; natural gas pipes; and electric, cable TV, and telephone conduits, cables and wires (the "Utility Crossing Reserved Uses"). Utility Crossing Reserved Uses include utility appurtenances such as pipes, conduits, cables, Type I catch basins and wires but do not include manholes, chambers, vaults, valves (other than fire hydrants and air valves), transformers, catch basins other than Type I and utility poles. Grantor also may construct, install, reconstruct, repair, operate and maintain sanitary sewers between Station 463+00 and Station 470+00 located in the easterly two feet of the Easement Area (the "Parallel Utility Reserved Use.")

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Easement and Closing.

a. Grant of Easement. For and in consideration of Grantee's promise to pay Grantor \$120,000 in the manner described below and subject to the provisions hereof, Grantor does hereby convey and quit claim to Grantee a perpetual, non-exclusive easement over, under and through the Property for the purposes of construction, installation, reconstruction, repair, operation and maintenance of the Tolt 2, which improvements are to be made in the easement corridor legally described in Exhibit B (the "Easement") and as further conditioned herein. Grantor expressly reserves the right to use the Easement area for the Above Ground Reserved Uses, Utility Crossing Reserved Uses and Parallel Utility Reserved Use as described in Recital paragraphs D and E above and for all other uses not expressly prohibited herein. Grantee shall be solely responsible for obtaining all permits and authorizations required to utilize the rights granted herein and shall comply with all requirements and conditions of such permits and authorizations. Without limiting the foregoing, Grantee shall be solely responsible for all off-hour erosion control during Grantee's construction.

b. Temporary Construction Easement. Together with Grantor's conveyance of the Easement, Grantor shall convey and quit claim to Grantee a temporary easement upon that portion of the Property described and depicted on Exhibit C for the purpose of the initial construction of the Tolt 2 (the "Temporary Construction Easement"). The Temporary Construction Easement shall terminate on the later of December 31, 1999 or the date of recording of a residential plat within the Temporary Construction Easement Area. Grantee may extend the termination date of the Temporary Construction Easement and Grantee may use that portion of the Temporary Construction Easement area not containing a recorded residential plat during this extended period if Grantee pays Grantor all of Grantor's golf course operations revenue lost as a result of Grantee's use of the Temporary Construction Easement area during this extended period ("Grantor's Lost Revenue"). Grantee may exercise this right to extend the termination date of the Temporary Construction Easement by sending written notice thereof to Grantor no fewer

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than sixty (60) days prior to the termination of the Temporary Construction Easement. Such notice shall include the period of time for which Grantee wishes to extend the termination date. Within thirty (30) days following the termination of the extended Temporary Construction Easement, Grantor shall submit to Grantee an invoice setting forth Grantor's Lost Revenue.

c. Timber. For and in consideration of Grantee's promise to pay Grantor an additional \$137,673.25, Grantor also grants to Grantee the right to harvest, sell and retain the proceeds from all timber now growing within the Easement Area; provided, however, that Grantee shall be solely responsible for removing all stumps and logging slash down to a one-inch minimum pursuant to Grantor's direction. Grantor shall be solely responsible for paying any and all timber excise tax associated with the sale of such timber harvest rights. This easement does not include any right to construct or install any other facility. In the event that Grantee has not cleared a portion of the timber within the Easement Area before Grantor needs to clear such portion to implement the UPD, Grantor may harvest, sell and retain the proceeds from such timber and Grantor shall pay Grantee an amount equal to \$8,170.92 for each acre so harvested. If Grantor harvests timber as provided hereunder, Grantor shall be solely responsible for removing all stumps and logging slash down to a one-inch minimum pursuant in such area and Grantor shall be solely responsible for paying any and all timber excise tax associated with the sale of such timber.

d. Payments. Grantee shall make the payments described in Sections 1.a and 1.c hereof no later than ten (10) days following Grantor's execution of this Easement Agreement. Grantee shall pay the invoice described in Section 1.b hereof within thirty (30) days of Grantee's receipt thereof. Grantee hereby pledges its full faith and credit as security for its promise to make such payments hereunder.

e. Transaction Costs; Recording. Each party shall pay its own cost of negotiating and preparing this Easement Agreement, including, without limitation, attorneys fees. Grantee shall pay all other costs and fees relating to this transaction and conveyances including, without limitation, real estate excise taxes (if any), conveyance tax stamps and the cost of recording this Easement. Grantee shall record this Agreement and send a copy of such recorded document to Grantor.

2. Restriction on Grantor's Reserved Uses.

a. Grantor and Grantee agree that Grantee shall engineer the Tolt 2 to be constructed at such depths and at such an inclination as shown on the Construction Drawings so as to accommodate the requirements and flows of the utilities expected to be constructed to serve the UPD. In addition, and subject to the foregoing sentence, Grantor and Grantee agree that the following standards shall apply to the Above Ground Reserved Uses; the Utility Crossing Reserved Uses; and the Parallel Utility Reserved Use:

i. underground utilities must maintain a minimum clearance of twelve (12) inches above or below the Tolt 2;

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ii. sanitary sewers must maintain a minimum clearance of 18 inches or be constructed to applicable and current water main standards;

iii. all utility crossings shall be constructed as perpendicular to the Tolt 2 pipeline as possible;

iv. electrical overhead utilities crossing the easement area must maintain a minimum height clearance of 25 feet; and

v. trees will not be placed within the Easement area.

b. Grantor agrees to provide Grantee a thirty (30) day period to review and approve (which approval shall not be unreasonably withheld or delayed) proposed plans to use, construct and occupy the Easement area for the Above Ground Reserved Uses, Utility Cross-ing Reserved Uses and Parallel Reserved Utility Use if the proposed use is a Type I catch basin that will be located within ten (10) feet of the centerline of the Tolt 2 water pipeline. Grantor also agrees to provide Grantee such period to approve such Uses if the proposed use will require augering, boring, jacking, or tunneling within ten (10) feet from the centerline of the Tolt 2 water pipeline or excavation that will change the grade, (a) by fill, within ten (10) feet of the centerline of the Tolt 2 water pipeline, or (b) by cut, within thirty (30) feet of said pipeline if the cut is more than three (3) feet deep. Grantee hereby gives its approval to such uses set forth in the Right-of-Way Drawings or in the Construction Drawings. If Grantor lowers the grade to fewer than three (3) feet of cover over the Tolt 2 water pipeline, Grantor will provide a structural cover to protect the water pipeline, which cover design will require the stamp-approval of a Professional Engineer (P.E.) certifying that the cover meets minimum standards required to protect the pipeline from reasonable anticipated stresses. Grantor may request Grantee, at Grantor's own expense, to lower the Tolt 2 water pipeline and appurtenances, subject to the Grantee's review and approval, which approval will not be withheld or delayed unreasonably, and Grantee shall timely perform such work.

c. Grantor shall not store heavy equipment, machinery or vehicles within ten (10) feet of the centerline of the Tolt 2.

d. Vehicular equipment/machinery, wheeled or tracked, exceeding a loaded gross weight of 32,000 pounds per axle (HS 20-44) may cross over the easement area for purposes of construction on the Grantor's Property, PROVIDED the Grantor takes reasonable measures to protect the Tolt 2 pipeline by using steel plates, wood matting, concrete bridging or other protective method, which protective method will require the stamp-approval of a Professional Engineer (P.E.) certifying that the protective method meets minimum standards required to protect the pipeline from reasonable anticipated stresses.

e. Grantor shall not permit blasting or discharge of any explosive within three hundred (300) feet of the Tolt 2 pipeline and appurtenances.

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f. Within ninety (90) days of completion of construction by the Grantor of a project within the Easement or within ten (10) feet from the centerline of the Tolt 2 water pipeline (such as, for example, upon acceptance of roads by the appropriate jurisdiction), the Grantor shall provide Grantee with "as built" engineering drawings of such project.

3. Construction Cooperation. Grantee and Grantor shall cooperate in their respective construction activities on the Property so as to lessen any disruption and impact upon the site and the surrounding community and so as to improve the efficiency of such construction. Grantee shall appoint a construction manager with authority to halt or modify Grantee's construction activities and such construction manager shall meet with Grantor's representative at periodic meetings to be set by Grantor or Grantee as necessary. Grantee shall provide Grantor with copies of all of Grantee's daily reports, inspection reports, job meeting minutes and similar reports promptly upon Grantor's written request therefor. Prior to commencing construction activities on the Property, Grantee's construction manager and Grantor shall meet to discuss Grantee's construction schedule in general and the scheduled activities for Grantee's various contractors and subcontractors and specifically to coordinate such schedule with any work to be performed simultaneously by Grantor's contractors. As necessary, the Grantee may propose revision to the schedule as construction progresses, and Grantor shall exercise its best efforts in good faith to accommodate such revisions. The parties shall exercise their best efforts in good faith to resolve conflicts that arise between Grantor's and Grantee's construction activities and schedules so as to minimize the cost and expense of such construction to both parties. Grantor shall have the right to inspect Grantee's work at any reasonable time. Grantee shall have access to the site for construction only upon the temporary construction easement area or upon routes approved in writing by Grantor and subject to any reasonable rules and regulations relating to such construction designated by Grantor. Such rules and regulations shall require Grantee to provide gates and off-hour security to control public access to the site in order to protect Grantor's assets and public safety. Grantee shall take all reasonable actions, at its sole expense, to provide adequate signage, traffic control, street cleaning, public information and other reasonable and customary actions to minimize the interference to public traffic flow that may occur on Novelty Hill Road as a result of Grantee's activities upon the Easement. Grantor may require Grantee to change its access routes outside the temporary construction easement area as may be convenient to accommodate Grantor's construction; provided, however, that such changes shall not unduly delay, disrupt or increase Grantee's cost of construction. Grantee shall comply with the Construction Site Maintenance provisions set forth on Exhibit D. Upon completion of construction, the Grantee shall provide Grantor with "as built" engineering drawings of the Tolt 2.

4. Post Construction Restoration. Grantee shall restore all areas of the Property disturbed by Grantee's activities on the Property to a condition equal to or greater than the condition existing prior to Grantee's activities or to a lesser condition as requested by Grantor. If Grantee is required to bring materials to the Property for backfilling, then it shall use only the highest quality materials as specified by a licensed geotechnical engineering consultant. If Grantee's activities create excess fill materials or topsoil, then Grantee shall consult with Grantor and deposit such materials on the Property as Grantor requests, subject to whatever reasonable charges Grantor may impose, or, upon Grantor's request and at Grantor's sole discretion, shall remove such materials from the Property, all at Grantee's sole

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cost and expense. Grantee shall remove all stumps and similar debris from any backfill material it moves or places on the property. Such restoration shall include, without limitation, restoration of all storm water ponds.

5. Minimal Interference with Grantor's Use. Grantee shall exercise its rights under this Agreement so as to minimize and avoid, as reasonably possible, interference with Grantor's use of the Tolt 2 Easement corridor. Grantee shall, at all times, exercise its rights hereunder in a manner so as to prevent bodily harm to persons and damage to property. Grantee shall locate its above-ground facilities only in areas shown on the Right-of-Way or Construction Drawings or otherwise approved in writing by Grantor. Grantee shall not locate any such facilities on Grantor's golf course unless so shown on the Right-of-Way or Construction Drawings. Grantor may mask all such facilities with appropriate landscaping shown as approved in writing by Grantee, which approval shall not be unreasonably withheld or delayed. Grantor shall maintain such landscaping at its sole cost. Grantee shall not utilize any "blow-off" facilities located on the Property or discharge water onto the property that will release more than 12,000 gallons of water at a rate not to exceed 700 gallons per minute without prior written approval of Grantor. Grantee also shall not utilize such blow-off facilities more than four times in any 12 month period without the prior written approval of Grantor. All water so discharged shall meet potable drinking water standards be directed into an enclosed pipe running from the Tolt 2 to Grantor's golf course lagoon. Unless the parties otherwise agree in writing, such pipe shall be constructed by Grantee at Grantee's sole cost and expense; provided, however, that Grantor shall, without additional payment, grant Grantee an easement, not to exceed ten feet in width, in a location to be approved in writing by Grantor, in which Grantee may locate such pipe. Grantee expressly acknowledges that, except in cases of emergency, its access to the Easement area for above ground repair, maintenance and operation activities is limited to those times, places and practices that cause minimum interference with Grantor's golf course operations and Grantor's residents' reasonable expectation of quiet enjoyment of their property. Grantee must obtain Grantor's prior written approval of any of Grantee's above ground repair, maintenance or operation activities that may interfere with Grantor's golf course operations or Grantor's residents' reasonable expectation of quiet enjoyment of their property. Grantor shall not withhold this approval if Grantee has demonstrated that such interference cannot be reasonably avoided and has been minimized to the greatest extent practicable. Unless otherwise approved in writing by Grantor, Grantee shall use only paved public roads for its regular vehicles and shall use golf carts or similar vehicles for all off-road activities. Grantor and Grantee shall give all approvals requested hereunder within 48 hours of request.

6. [Reserved]

7. Indemnity. Grantee agrees to indemnify, defend and hold harmless the Grantor, its successors and assigns, from and against any and all claims, actions, suits, losses, expenses, including reasonable attorneys fees and expert fees, damages of any kind or other liability which may accrue or be suffered by any persons or property arising from Grantee's use or occupancy of the Property, including the timber harvest and the construction, maintenance or operation of the Grantee's facilities on the Property or breach of or failure to perform any representation, warranty or duty contained herein. In any claim, suit or action brought against the Grantor, the Grantee will, upon notice of commencement, defend such

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suit or action at the Grantee's sole expense, and will satisfy any judgment rendered in such action to the extent of the Grantee's obligations under this Agreement.

8. Notices. Notices required under this Easement Agreement shall be given as follows:

If to Grantor: Port Blakely Tree Farms  
1325 4<sup>th</sup> Avenue, 10<sup>th</sup> Floor  
Seattle, WA 98101  
(206) 624-5810

w/a copy to: Thomas A. Goeltz  
Davis Wright Tremaine  
1501 Fourth Avenue  
2600 Century Square  
Seattle, WA 98101  
(206) 622-3150

If to Grantee: Seattle Public Utilities  
Real Estate Services  
710 2nd Avenue, Room 1111  
Seattle, WA 98104  
(206) 386-9754

9. Termination of the Easement. This Easement Agreement shall terminate with reversion to the Grantor upon (1) abandonment of the Tolt 2 water pipeline facilities by Grantee, or (2) the occurrence of any other event that causes The City of Seattle to not construct, install or operate the Tolt 2 pipeline. The Grantee shall be presumed to have abandoned the Tolt 2 water pipeline and appurtenances if it remains unused for a period of five (5) successive years. Upon abandonment or the election to not construct, install or operate the Tolt 2 or the occurrence of any other event that causes the pipeline to not be constructed as a Seattle Water Department facility, Grantee shall execute a document terminating the Easement at the request of Grantor.

10. No Conflict with UPD Permits. In the event of conflict between this Easement Agreement and the Blakely Ridge Urban Planned Development Agreement between Grantor and King County, dated January 8, 1996, as now and hereafter amended (the "Development Agreement") or the permits issued thereunder, the terms and conditions of the Development Agreement and permits shall control. No rights granted herein to Grantee are intended to or do conflict with the rights, obligations, restrictions and conditions of the Development Agreement and permits. Grantee agrees to construct, maintain and operate the Tolt 2 in a manner consistent with all the terms and conditions of the Development Agreement and permits.

11. Miscellaneous.

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a. This Agreement and all rights granted and all duties created hereby shall run with the land, and shall bind and be obligatory upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

b. Any modification to this Agreement shall be in writing and executed by both the Grantor and the Grantee.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any dispute regarding this Agreement shall be in King County, Washington.

d. Grantee represents and warrants to Grantor that at the date of execution hereof and at the date of closing Grantee, and the person signing on behalf of Grantee, has full power and authority to execute this Agreement and to perform Grantee's obligations hereunder, and that, all necessary municipal corporate action to authorize this transaction has been taken. Grantee is purchasing the Easement under threat of condemnation pursuant to Ordinance 118729 passed by the Seattle City Council on September 22, 1997 and signed by the Mayor September 29, 1997.

e. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES AND SHALL NOT IN ANY WAY BE LIABLE FOR OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR THE EASEMENT OR THE SUITABILITY OF THE EASEMENT FOR GRANTEE'S INTENDED USE OR FOR ANY USE WHATSOEVER; AND (II) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS, OR WITH RESPECT TO COMPLIANCE THEREWITH, OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY. GRANTEE ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE OPPORTUNITY TO INSPECT THE PROPERTY AND THE EASEMENT AND WILL BE RELYING ENTIRELY THEREON AND ON ANY CONSULTANT GRANTEE MAY RETAIN.

f. This is the entire agreement of Grantee and Grantor with respect to the matters covered hereby and supersedes all prior and contemporaneous agreements between them, written or oral. Except as otherwise provided herein, any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. Time is of the essence of this Agreement. In any suit, action or appeal therefrom, to enforce this Agreement or any term or provision hereof, or to interpret this

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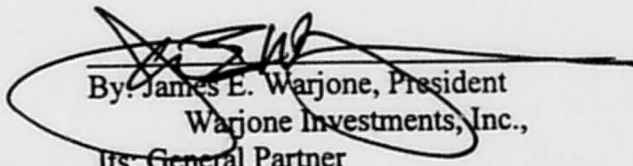
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Agreement, the prevailing party shall be entitled to recover its costs incurred therein,  
including reasonable attorneys' fees

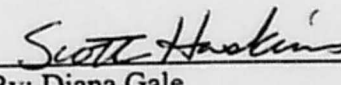
GRANTOR:

PORT BLAKELY TREE FARMS

  
By: James E. Warjone, President  
Warjone Investments, Inc.,  
Its: General Partner

GRANTEE:

THE CITY OF SEATTLE, SEATTLE PUBLIC  
UTILITIES

  
for By: Diana Gale  
Its: Director

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 14<sup>th</sup> day of May, 1998, before me, a Notary Public in and for the State of Washington, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that James E. Warjone was authorized to execute the instrument, and acknowledged it as the President of Warjone Investments, Inc., general partner of Port Blakely Tree Farms, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ruth E. Winbauer  
NOTARY PUBLIC in and for the State of  
Washington, residing at Redmond  
My appointment expires 2/19/01  
Print Name Ruth E. Winbauer

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 15 day of May, 1998, before me, a Notary Public in and for the State of Washington, personally appeared Diana Gale, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the for the Director of Seattle Public Utilities of The City of Seattle to be the free and voluntary act and deed of said municipal corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Shirley E. Lukhang  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My appointment expires 2-21-99  
Print Name Shirley E. Lukhang



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DESCRIPTION

ORDER NO. 331541-4

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THEREFROM THE 100 FOOT TOLT RIVER PIPELINE;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, WITH THE NORTHEASTERLY RIGHT OF WAY MARGIN OF THE TOLT RIVER PIPELINE;

THENCE NORTH 58°28'34" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY 195 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY 100 FEET;

THENCE NORTH 31°31'26" EAST 140 FEET;

THENCE SOUTH 58°28'34" EAST 100 FEET;

THENCE SOUTH 31°31'26" WEST 140 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THEREFROM THE 100 FOOT TOLT RIVER PIPELINE.

PARCEL C:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; ALL IN SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

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DESCRIPTION CONT.

ORDER NO. 331541-4

PARCEL D:

ALL OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THEREFROM NORTHEAST NOVELTY HILL ROAD AS ESTABLISHED UNDER VOLUME 30 OF COMMISSIONERS RECORDS, PAGE 499.

PARCEL E:

THE NORTH HALF OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; ALL IN SECTION 34, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THEREFROM NORTHEAST NOVELTY HILL ROAD AS ESTABLISHED UNDER VOLUME 30 OF COMMISSIONERS RECORDS, PAGE 499;  
EXCEPT THEREFROM GEORGE M. BOWMAN COUNTY ROAD NO. 119 ESTABLISHED JANUARY 15, 1884 IN VOLUME 5 OF COMMISSIONERS RECORDS, PAGE 45.

PARCEL F:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHERLY OF NORTHEAST NOVELTY HILL ROAD AS ESTABLISHED UNDER VOLUME 30 OF COMMISSIONERS RECORDS, PAGE 499;  
LESS AND EXCEPTING THEREFROM A PARCEL OF LAND IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;  
THENCE SOUTH 88°53'28" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, 381.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE LEAVING SAID NORTH LINE, SOUTH 15°10'12" EAST, 434.31 FEET;  
THENCE SOUTH 16°17'37" EAST, 1,134.22 FEET;  
THENCE SOUTH 43°00'34" EAST, 421.67 FEET;

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DESCRIPTION CONT.

ORDER NO. 331541-4

THENCE SOUTH 18°34'47" EAST, 643.47 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF NOVELTY HILL ROAD AS ESTABLISHED UNDER VOLUME 30 OF COMMISSIONERS RECORDS, PAGE 499 WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SECTION 26;  
THENCE NORTH 01°05'00" EAST ALONG SAID EASTLINE, 2,407.78 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26;  
THENCE NORTH 88°53'28" WEST ALONG SAID NORTH LINE, 970.21 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL G:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE SOUTHWEST MARGIN OF A 100 FOOT WIDE STRIP OF LAND CONVEYED TO SILER LOGGING COMPANY BY DEED RECORDED UNDER RECORDING NO. 1827216.

PARCEL H:

100 FOOT STRIP OF LAND AS CONVEYED TO SILER LOGGING COMPANY BY DEED RECORDED UNDER RECORDING NO. 1827216, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL I:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING:

A 20.00 FOOT WIDE PARCEL, LYING 10.00 FEET EACH SIDE OF CENTERLINE, ON, ACROSS, THROUGH AND UNDER THAT PORTION OF THE SOUTH 820.00 FEET OF THE NORTH 1,120.00 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, LYING WEST OF THE WEST SNOQUALMIE-VALLEY ROAD NORTHEAST, THE CENTERLINE OF SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°39'45" WEST, 462.24 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

(CONTINUED)

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DESCRIPTION CONT.

ORDER NO. 331541-4

THENCE LEAVING SAID WEST LINE, NORTH 49°27'10" EAST, 199.38 FEET TO A POINT WHICH IS 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 820.00 FEET OF THE NORTH 1,120.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°00'04" EAST PARALLEL TO SAID NORTH LINE, 134.89 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 30°11'27" EAST, 304.73 FEET; THENCE SOUTH 46°25'59" EAST, 140.15 FEET; THENCE SOUTH 71°10'46" EAST, 252.39 FEET; THENCE SOUTH 46°58'17" EAST, 93.33 FEET; THENCE SOUTH 56°17'41" EAST, 129.12 FEET; THENCE SOUTH 37°02'22" EAST, 111.84 FEET; THENCE SOUTH 62°00'02" EAST, 120.87 FEET; THENCE NORTH 83°55'03" EAST, 82.08 FEET; THENCE SOUTH 82°48'58" EAST, 73.09 FEET; THENCE NORTH 76°21'24" EAST, 136.07 FEET; THENCE SOUTH 53°46'39" EAST, 67.98 FEET; THENCE NORTH 86°31'11" EAST, 63.28 FEET TO THE WEST MARGIN OF SAID WEST SNOQUALMIE VALLEY ROAD NORTHEAST AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED PARCEL SHALL BE LENGTHENED OR SHORTENED AS REQUIRED TO TERMINATE AT THE WEST LINE OF SAID NORTHWEST QUARTER AND THE WEST MARGIN OF SAID WEST SNOQUALMIE-VALLEY ROAD NORTHEAST.

ALONG WITH A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, 15.00 FEET IN WIDTH ABUTTING EACH SIDE OF THE PERMANENT EASEMENT AS DESCRIBED ABOVE.

EXCEPT THEREFROM THE TEMPORARY CONSTRUCTION EASEMENT DOES NOT APPLY TO THE SOUTH 15.00 FEET OF THE NORTH 20.00 FEET OF THE EAST 134.89 FEET OF THE WEST 284.89 FEET OF THE SOUTH 820.00 FEET OF THE NORTH 1,120.00 FEET OF SAID NORTHWEST QUARTER.

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

THE DESCRIPTION CAN BE ABBREVIATED AS SUGGESTED BELOW IF NECESSARY TO MEET STANDARDIZATION REQUIREMENTS. THE FULL TEXT OF THE DESCRIPTION MUST APPEAR IN THE DOCUMENT(S) TO BE INSURED.

SECTIONS 22, 26, 27 AND 34 TOWNSHIP 26 RANGE 6.

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**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE EASEMENT**

Those portions of the Southwest quarter, the Southeast quarter and the Northeast quarter of Section 27, and the Northwest quarter of Section 34, all in Township 26 North, Range 6 East, W.M., King County, Washington described as follows:

Commencing at the Southwest corner of the Northwest quarter of said Northwest quarter of Section 34; thence S. 89°05'59" E. along the South line thereof, 451.00 feet to the Point of Beginning; thence N. 68°30'35" E. parallel with and 26.00 feet Northerly of the North margin of Novelty Hill Road, 2260.58 feet; thence N. 06°24'36" E., 875.29 feet; thence N. 88°29'57" E., 162.08 feet; thence N. 01°30'03" W., 831.36 feet; thence N. 04°34'53" W., 987.10 feet; thence S. 83°02'55" W., 8.81 feet; thence N. 06°57'05" W., 71.47 feet; thence N. 14°27'26" E., 36.01 feet; thence N. 83°02'55" E., 116.86 feet; thence S. 06°57'05" E., 51.29 feet; thence S. 54°58'16" E., 32.76 feet; thence N. 85°25'06" E., 7.84 feet; thence S. 54°58'16" E., 17.16 feet; thence N. 83°02'55" E., 329.19 feet; thence N. 25°25'26" E., 222.00 feet; thence N. 64°34'34" W., 10.00 feet; thence N. 25°25'26" E., 380.54 feet; thence N. 42°46'25" E., 196.09 feet; thence N. 81°30'54" E., 966.12 feet; thence S. 82°05'44" E., 35.44 feet; thence N. 81°30'55" E., 74.00 feet; thence N. 48°18'28" E., 425.93 feet; thence N. 86°01'16" E., 261.40 feet; thence S. 89°20'15" E., 77.32 feet; thence N. 00°39'45" E., 283.56 feet; thence S. 88°53'56" E., 195.01 feet to the East line of said Northeast quarter of Section 27; thence S. 00°39'45" W. along said East line, 50.00 feet; thence N. 88°53'56" W., 165.00 feet; thence S. 00°39'45" W., 283.33 feet; thence N. 89°20'15" W., 105.30 feet; thence S. 86°01'16" W., 242.29 feet; thence S. 48°18'28" W., 426.45 feet; thence N. 78°28'44" W., 58.66 feet; thence Southwesterly along the arc of a nontangent curve (the radius point of which bears N. 78°28'44" W., 495.00 feet) through a central angle of 01°03'46", an arc distance of 9.18 feet; thence S. 81°30'54" W., 1010.86 feet; thence S. 42°46'26" W., 170.88 feet; thence S. 25°25'26" W., 372.91 feet; thence N. 64°34'35" W., 10.00 feet; thence S. 25°25'26" W., 238.50 feet; thence S. 83°02'55" W., 462.20 feet; thence S. 04°34'53" E., 980.50 feet; thence S. 01°30'03" E., 882.70 feet; thence S. 88°29'57" W., 168.54 feet; thence S. 06°24'36" W., 834.71 feet to said North margin of Novelty Hill Road; thence S. 68°30'35" W. along said North margin, 2240.28 feet to said South line of the Northwest quarter of Section 34; thence N. 89°05'59" W. along said South line, 68.26 feet to the Point of Beginning.

Containing 371,713 square feet or 8.53 acres, more or less.

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EXHIBIT C

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT

Those portions of the Southwest quarter, the Southeast quarter and the Northeast quarter of Section 27, and the Northwest quarter of Section 34, all in Township 26 North, Range 6 East, W.M., King County, Washington described as follows:

Commencing at the Southwest corner of the Northwest quarter of said Northwest quarter of Section 34; thence S. 89°05'59" E. along the South line thereof, 451.00 feet to the Point of Beginning; thence N. 68°30'35" E. parallel with and 26.00 feet Northerly of the North margin of Novelty Hill Road, 2260.58 feet to a point hereinafter referred to as Point "A"; thence N. 06°24'36" E., 16.97 feet; thence S. 68°30'35" W., 1319.76 feet; thence N. 21°29'25" W., 5.00 feet; thence S. 68°30'35" W., 80.00 feet; thence S. 21°29'25" E., 5.00 feet; thence S. 68°30'35" W., 905.17 feet to the South line of said Northwest quarter of Section 34; thence S. 89°05'59" E. along said South line, 39.38 to the Point of Beginning.

Containing 34,635 square feet or 0.79 acres, more or less.

Together with a parcel of land commencing at aforesaid Point "A"; thence S. 21°29'25" E., 26.00 feet to the North margin of Novelty Hill Road; thence N. 68°30'35" E. along said North margin, 42.81 feet to the TRUE POINT OF BEGINNING; thence N. 06°24'36" E., 834.71 feet; thence N. 38°29'57" E., 168.54 feet; thence N. 01°30'03" W., 882.70 feet; thence N. 04°34'53" W., 980.50 feet; thence N. 83°02'55" E., 50.04 feet; thence S. 04°34'53" E., 983.91 feet; thence S. 01°30'03" E., 934.05 feet; thence S. 88°29'57" W., 175.01 feet; thence S. 06°24'36" W., 764.70 feet to said North margin of Novelty Hill Road; thence S. 68°30'35" W. along said North margin, 56.58 feet to the TRUE POINT OF BEGINNING.

Containing 143,093 square feet or 3.28 acres, more or less.

Together with a parcel of land commencing at aforesaid Point "A"; thence N. 06°24'36" E., 875.29 feet; thence N. 88°29'57" E., 162.08 feet; thence N. 01°30'03" W., 831.36 feet; thence N. 04°34'53" W., 987.10 feet; thence S. 83°02'55" W., 8.81 feet; thence N. 06°57'05" W., 71.47 feet; thence N. 14°27'26" E., 36.01 feet; thence N. 83°02'55" E., 116.86 feet; thence S. 06°57'05" E., 15.00 feet to the TRUE POINT OF BEGINNING; thence continuing S. 06°57'05" E., 36.29 feet; thence S. 54°58'16" E., 32.76 feet; thence N. 85°25'06" E., 7.84 feet; thence S. 54°58'16" E., 17.16 feet; thence N. 83°02'55" E., 329.19 feet; thence N. 25°25'26" E., 222.00 feet; thence N. 64°34'34" W., 10.00 feet; thence N. 25°25'26" E., 380.54 feet; thence N. 42°46'25" E., 196.09 feet; thence N. 81°30'54" E., 966.12 feet; thence S. 82°05'44" E., 35.44 feet; thence N. 81°30'55" E., 74.00 feet; thence N. 48°18'28" E., 425.93 feet; thence N. 86°01'16" E., 261.40 feet; thence S. 89°20'15" E., 77.32 feet to a point hereinafter referred to as Point "B";

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EXHIBIT C, continued

thence N. 00°39'45" E., 283.56 feet; thence S. 88°53'56" E., 195.01 feet to the East line of said Northeast quarter of Section 27; thence N. 00°39'45" E. along said East line, 30.00 feet; thence N. 88°53'56" W., 200.01 feet; thence S. 00°39'45" W., 262.50 feet; thence N. 89°20'15" W., 74.35 feet; thence S. 86°01'16" W., 59.91 feet; thence N. 03°58'44" W., 20.00 feet; thence S. 86°01'16" W., 110.00 feet; thence S. 03°58'44" E., 20.00 feet; thence S. 86°01'16" W., 110.59 feet; thence S. 48°18'28" W., 409.84 feet; thence S. 81°30'54" W., 1092.07 feet; thence S. 42°46'25" W., 254.83 feet; thence S. 25°25'26" W., 539.65 feet; thence S. 83°02'55" W., 335.63 feet to the TRUE POINT OF BEGINNING.

Containing 174,482 square feet or 4.00 acres, more or less.

Together with a parcel of land commencing at aforesaid Point "B"; thence S. 00°39'45" W., 50.00 feet; thence S. 89°20'15" E., 30.00 feet to the TRUE POINT OF BEGINNING; thence N. 00°39'45" E., 283.33 feet; thence S. 88°53'56" E., 35.00 feet; thence S. 00°39'45" W., 283.06 feet; thence N. 89°20'15" W., 35.00 feet to the TRUE POINT OF BEGINNING.

Containing 9,911 square feet or 0.22 acres, more or less.

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EXHIBIT D

CONSTRUCTION SITE MAINTENANCE STANDARDS

All developers, owners, and contractors and their subcontractors and suppliers who work anywhere at Blakely Ridge shall be required to work under the following conditions and conform to the following procedures.

**Call Before You Dig.** It is your responsibility to call 1-800-424-5555 before digging anywhere near or around existing facilities. If in doubt anywhere, call for underground utility locates.

**Storage and Staging.** Staging and storage of anything including but not limited to materials, equipment, and containers that you bring onsite shall be kept within the limits of your project unless prior agreements have been made. Repeated offenders shall be liable to pay for the time and equipment used by Port Blakely Communities or any other entity to move your items.

**Maintain Roadways.** All roads, right of ways, and trails that you use shall be maintained to same or better condition that they were in before you began your project.

**HAZMAT.** There shall be no storage of any fuel onsite. All fueling shall be from daily delivery trucks. Fuel pads, fuel pad signage, and spill response kits may be used for your own fueling.

**Traffic Safety.** Anyone caught speeding or acting dangerously while operating any moving vehicle shall be warned once and their name taken. A second warning shall result in permanent dismissal from the site of the perpetrator. Written warnings shall be issued through the developer and/or general contractor who is in charge of the offender.

There shall be absolutely NO DUMPING, either permanent or temporary of any contaminated material anywhere at Blakely Ridge. In the event that you need to store a pile of contaminated soil, it shall be within the boundary of your own project. No exceptions.

There shall be absolutely NO DUMPING, either permanent or temporary of any stumps, unchipped slash, garbage, wood cuts, etc., anywhere at Blakely Ridge. No exceptions.

**Security.** Your site security shall be your responsibility.

**Job Shacks.** Grantee may elect to have pads for job shack trailers with limited power, phone, and water stubs. Prior to using any pad, contact Port Blakely Communities. Payment for all utility hook-ups and usage shall be your responsibility.

**Public Utilities.** Coordinating the design, installation, and start up of dry utilities within your project shall be your responsibility.

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**EXHIBIT D, continued**

**Erosion Control.** Grantee shall be responsible for erosion control as it relates to your project. Maintaining preexisting erosion control facilities adjacent to your project or on your project property line shall be our responsibility. Runoff, water flows, mud, dust, snow mounds, etc., that originate on your project or that get passed through your project shall be your responsibility. Any pond cleaning resulting from dirty water runoff shall be your responsibility.

**Off Work Activities.** The following shall not be permitted anywhere, anytime:

All terrain vehicles.  
Campfires or garbage burning.  
Dirt bikes.  
Drinking alcoholic beverages.  
Drugs.  
Firewood cutting.  
Fishing.  
Hunting.  
Snowmobiling.  
Swimming..  
Unauthorized travel over trails and pioneered roads.

**Garbage.** Collection, containment, and disposal of your garbage is your responsibility. Port Blakely shall retain the right to have any project's garbage cleaned up and disposed of at that Seattle Public Utilities expense.

**Parking.** All parking shall be contained within your project boundary. Construction parking shall not be allowed on common roadways or on roadways outside of your project unless otherwise approved by Port Blakely Communities.

**Toilet Facilities.** Portable toilet facilities shall be made available to all your workers on your project at your expense. These facilities shall be maintained regularly. Port Blakely shall retain the right to have any project's portable toilets cleaned and maintained at that project owner's expense.

**"Off Highway" Rated Equipment.** It is the intent of Port Blakely Communities to maintain safe roadways throughout this project and eliminate the possible deterioration of existing and improved infrastructure such as curbs and asphalt. To meet our objective, the use of "Off Highway" construction equipment such as but not limited to scrapers and off highway trucks (trucks having greater than HS-20 axle loading), will be prohibited from operating *outside of the limits* of your project. This requirement may be waived if it is determined that use of such equipment will only operate away from the public and only on nonimproved road surfaces. Any such use must be discussed and preapproved by Port Blakely in writing before such vehicles will be allowed to operate between differing areas of Blakely Ridge.

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**EXHIBIT D, continued**

**Your Phone Numbers.** Office, mobile, pager, fax, and home phone numbers shall be required for all "key" individuals on your project. Include the numbers for those individuals that we will need to contact for daily communication, data transmittal, and emergencies after hours.

**Project Communication.** General project communication shall be on CB channel 7 including communicating with your delivery trucks, suppliers, and other project contacts. To help ensure safety, all developers, owners, and contractors at Blakely Ridge shall perform the following: Be responsible for pulling your own delivery trucks up hills.  
Forewarn your vendors of the hill and challenges in trucking up hills.

**Emergency Response and Hazardous Material Spill Control Plan**

Blakely Ridge Project – Port Blakely Communities

**Personal Injury, Fire, or other Emergency Phone Numbers:** 911

*AGRA, Hazardous Material Responder:* 820-4669

*Airlift Ambulance, Phone Number:* 1-800-633-3590

*Department of Ecology, 24-Hour Phone Number:* 649-7000

*Forest Fire, Phone Number:* 1-800-562-6010

*Ground Shepard Ambulance, Phone Number:* 1-800-542-7701

*King County Dept. of Develop. and Environ. Services, Phone Number:*  
\_\_\_\_\_

*King County Fire District No. \_\_\_\_\_, Phone Number* \_\_\_\_\_

*King County Dept. of Transportation, Phone Number:* \_\_\_\_\_

*King County Sheriff, Phone Number:* 296-3311

*Northwest Pipeline Company, Phone Number:* 868-1010

*Port Blakely Communities, Phone Number:* 391-4700

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Return Address:

Seattle Public Utilities/Water  
Real Estate Services  
9th Floor Dexter Horton Building  
710 Second Avenue  
Seattle, WA 98104

9805191553

<b>Document Title(s)</b> (or transactions contained therein):
1. Agreement Supplementing Easements
<b>Reference Number(s)</b> of Documents assigned or released:
(on page ___ of document(s))
<b>Grantor(s)</b> (Last name first, then first name and initials)
1. Port Blakely Tree Farms
<b>Grantee(s)</b> (Last name first, then first name and initials)
1. The City of Seattle
<b>Legal Description</b> (Abbreviated: i.e. lot, block, plat or section, township, range)
Portion of SW¼ of NW¼ of Section 22, Twp. 26 N., Rng 6 E, W.M. Portion of NW¼ of SW¼ of Section 22, Twp. 26 N., Rng 6 E, W.M. SW¼ of SW¼ of Section 22, Twp. 26 N., Rng 6 E, W.M. SE¼ of SW¼ of Section 22, Twp. 26 N., Rng 6 E, W.M. SW¼ of SE¼ of Section 22, Twp. 26 N., Rng 6 E, W.M. Portion of Section 27, Twp. 26 N., Rng 6 E, W.M. Portion of N½ of NW¼ of Section 34, Twp. 26 N., Rng 6 E, W.M. Portion of NW¼ of NE¼ of Section 34, Twp. 26 N., Rng 6 E, W.M. Portion of W½ of NE¼ of Section 34, Twp. 26 N., Rng 6 E, W.M. Portion of NW¼ of SW¼ of Section 26, Twp. 26 N., Rng 6 E, W.M. Portion of SW¼ of SW¼ of Section 26, Twp. 26 N., Rng 6 E, W.M. Portions of NE¼ of SW¼ of Section 22, Twp. 26 N., Rng 6 E, W.M. Portion of NW¼ of Section 26, Twp. 26 N., Rng 6 E, W.M. ■ Additional legal is on pages 12 through 18 of document
<b>Assessor's Property Tax Parcel/Account Numbers</b>
Portion of 222608-9009 Portion of 222606-9010 Portion of 222606-9011 Portion of 222606-9012 Portion of 262606-9010 Portion of 262606-9011 Portion of 262606-9036 Portion of 262606-9037 Portion of 272606-9004 Portion of 272606-9009 Portion of 272606-9012 Portion of 272606-9014 Portion of 342606-9003 Portion of 342606-9008

980519-1553 01:35:30 PM KING COUNTY RECORDS 009 THS 16.00

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930-001 B





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Portion of 342606-9010	
Portion of 342606-9013	
<input type="checkbox"/>	Additional legal is on page _____ of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	



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After recording, return to:

DAVIS WRIGHT TREMAINE  
1501 Fourth Avenue  
2600 Century Square  
Seattle, WA 98101  
ATTN: Thomas A. Goeltz

#### AGREEMENT SUPPLEMENTING EASEMENTS

This AGREEMENT SUPPLEMENTING EASEMENTS ("Agreement") is made this 14 day of May, 1998, by and between PORT BLAKELY TREE FARMS, a Washington limited partnership ("Grantor") and THE CITY OF SEATTLE, a municipal corporation of the State of Washington, by and through its Seattle Public Utilities Department ("Grantee").

#### RECITALS

- A. Grantor is the owner of real property located in unincorporated King County, Washington, which property is described with particularity in Exhibit A, attached and incorporated by reference ("Property").
- B. Grantee intends to construct, install, operate and maintain a connection facility known as the Tolt Pipeline Tieline ("Tieline") within an easement upon the Property. Grantor and Grantee have entered into an Easement Agreement, dated June 26, 1996 and recorded under King County Department of Records and Election No. 9607221398 conveying such easement and setting forth certain terms and conditions governing the use thereof (the "Tieline Easement Agreement.")
- C. Grantee intends to construct, install, operate and maintain a pipeline known as the Tolt Pipeline Number 2 ("Tolt 2") within an easement upon the Property. Grantor and Grantee have entered into an Easement Agreement, dated May 14, 1998 and recorded under King County Department of Records and Election No. 980519-1532 conveying such easement and setting forth certain terms and conditions governing the use thereof (the "Tolt 2 Easement Agreement.")
- D. Grantor and Grantee wish to declare their agreement regarding certain additional terms and conditions relating to these easements.

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:



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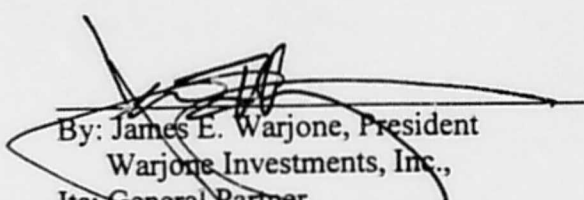
1. Definitions. All terms used in this Agreement shall have the same meaning as set forth in the Tolt 2 Easement Agreement unless expressly defined otherwise herein.

2. Dedication of Public Rights-of-Way. Grantor and Grantee acknowledge that among the requirements of the Development Agreement is Grantor's dedication of certain public rights-of-way; that portions of the Tieline Easement Area and of the Tolt 2 Easement Area contain a portion of such rights-of-way; and that Grantee must obtain a franchise from King County to construct and operate the Tolt 2 and the Tieline in such rights-of-way. King County and Grantee are in the process of negotiating a franchise agreement for Tolt 2 and the Tieline that may be different from King County's standard utility franchise agreement. Grantor and Grantee recognize that certain terms and conditions of the Tieline Easement Agreement and Tolt 2 Easement Agreement are inconsistent with King County's standard franchise agreement and that, therefore, such terms and conditions may be inconsistent with King County's requirements for dedication of public rights-of-way. Grantor and Grantee intend for Grantee to have the flexibility in its franchise negotiations with King County to allow King County to grant Grantee a franchise that does not require any modification to the Tieline Easement Agreement or to the Tolt 2 Easement Agreement. Grantor and Grantee, however, do not intend that the rights Grantor has conveyed pursuant to the Tieline Easement Agreement or the Tolt 2 Easement Agreement should cause Grantor not to comply with the road dedication requirements of the Development Agreement. Therefore, Grantee agrees that Grantor may modify the Tieline Easement Agreement and the Tolt 2 Easement Agreement in any manner required by King County as a result of King County's and Grantee's franchise negotiations where such modifications are necessary for Grantor to meet its road dedication obligations set forth in the Development Agreement upon property within the Easement Area. Grantee also agree to execute any and all documents reasonably necessary to accomplish such modifications.

Executed as of the date first written above.

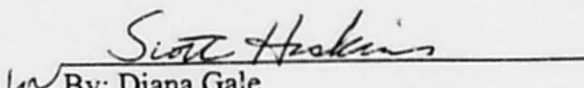
GRANTOR:

PORT BLAKELY TREE FARMS

  
By: James E. Warjone, President  
Warjone Investments, Inc.,  
Its: General Partner

GRANTEE:

THE CITY OF SEATTLE, SEATTLE PUBLIC  
UTILITIES

  
for By: Diana Gale  
Its: Director

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 14<sup>th</sup> day of May, 1998, before me, a Notary Public in and for the State of Washington, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that James E. Warjone was authorized to execute the instrument, and acknowledged it as the President of Warjone Investments, Inc., general partner of Port Blakely Tree Farms, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Ruth E. Windauer  
NOTARY PUBLIC in and for the State of  
Washington, residing at Redmond  
My appointment expires 2/19/01  
Print Name Ruth E. Windauer

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 15 day of May, 1998, before me, a Notary Public in and for the State of Washington, personally appeared Diana Gale, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the Director of Seattle Public Utilities of The City of Seattle to be the free and voluntary act and deed of said municipal corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Shirley E. Lukhang  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My appointment expires 2-21-99  
Print Name SHIRLEY E. LUKHANG



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DESCRIPTION

ORDER NO. 331541-4

THE LAND REFERRED TO HEREIN IS DESCRIBED AS FOLLOWS:

PARCEL A:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THEREFROM THE 100 FOOT TOLT RIVER PIPELINE;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, WITH THE NORTHEASTERLY RIGHT OF WAY MARGIN OF THE TOLT RIVER PIPELINE;  
THENCE NORTH 58°28'34" WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY 195 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY 100 FEET;  
THENCE NORTH 31°31'26" EAST 140 FEET;  
THENCE SOUTH 58°28'34" EAST 100 FEET;  
THENCE SOUTH 31°31'26" WEST 140 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THEREFROM THE 100 FOOT TOLT RIVER PIPELINE.

PARCEL C:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; ALL IN SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON.

(CONTINUED)

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DESCRIPTION CONT.

ORDER NO. 331541-4

PARCEL D:

ALL OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THEREFROM NORTHEAST NOVELTY HILL ROAD AS ESTABLISHED UNDER VOLUME 30 OF COMMISSIONERS RECORDS, PAGE 499.

PARCEL E:

THE NORTH HALF OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; ALL IN SECTION 34, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THEREFROM NORTHEAST NOVELTY HILL ROAD AS ESTABLISHED UNDER VOLUME 30 OF COMMISSIONERS RECORDS, PAGE 499;  
EXCEPT THEREFROM GEORGE M. BOWMAN COUNTY ROAD NO. 119 ESTABLISHED JANUARY 15, 1884 IN VOLUME 5 OF COMMISSIONERS RECORDS, PAGE 45.

PARCEL F:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHERLY OF NORTHEAST NOVELTY HILL ROAD AS ESTABLISHED UNDER VOLUME 30 OF COMMISSIONERS RECORDS, PAGE 499;  
LESS AND EXCEPTING THEREFROM A PARCEL OF LAND IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;  
THENCE SOUTH 88°53'28" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26, 381.29 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE LEAVING SAID NORTH LINE, SOUTH 15°10'12" EAST, 434.31 FEET;  
THENCE SOUTH 16°17'37" EAST, 1,134.22 FEET;  
THENCE SOUTH 43°00'34" EAST, 421.67 FEET;

(CONTINUED)

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DESCRIPTION CONT.

ORDER NO. 331541-4

THENCE SOUTH 18°34'47" EAST, 643.47 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF NOVELTY HILL ROAD AS ESTABLISHED UNDER VOLUME 30 OF COMMISSIONERS RECORDS, PAGE 499 WITH THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF SECTION 26;  
THENCE NORTH 01°05'00" EAST ALONG SAID EASTLINE, 2,407.78 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26;  
THENCE NORTH 88°53'28" WEST ALONG SAID NORTH LINE, 970.21 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL G:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE SOUTHWEST MARGIN OF A 100 FOOT WIDE STRIP OF LAND CONVEYED TO SILER LOGGING COMPANY BY DEED RECORDED UNDER RECORDING NO. 1827216.

PARCEL H:

100 FOOT STRIP OF LAND AS CONVEYED TO SILER LOGGING COMPANY BY DEED RECORDED UNDER RECORDING NO. 1827216, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL I:

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING:

A 20.00 FOOT WIDE PARCEL, LYING 10.00 FEET EACH SIDE OF CENTERLINE, ON, ACROSS, THROUGH AND UNDER THAT PORTION OF THE SOUTH 820.00 FEET OF THE NORTH 1,120.00 FEET OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, LYING WEST OF THE WEST SNOQUALMIE-VALLEY ROAD NORTHEAST, THE CENTERLINE OF SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, SOUTH 00°39'45" WEST, 462.24 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

(CONTINUED)

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DESCRIPTION CONT.

DER NO. 331541-4

THENCE LEAVING SAID WEST LINE, NORTH 49°27'10" EAST, 199.38 FEET TO A POINT WHICH IS 30.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 820.00 FEET OF THE NORTH 1,120.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°00'04" EAST PARALLEL TO SAID NORTH LINE, 134.89 FEET; THENCE LEAVING SAID PARALLEL LINE, SOUTH 30°11'27" EAST, 304.73 FEET; THENCE SOUTH 46°25'59" EAST, 140.15 FEET; THENCE SOUTH 71°10'46" EAST, 252.39 FEET; THENCE SOUTH 46°58'17" EAST, 93.33 FEET; THENCE SOUTH 56°17'41" EAST, 129.12 FEET; THENCE SOUTH 37°02'22" EAST, 111.84 FEET; THENCE SOUTH 62°00'02" EAST, 120.87 FEET; THENCE NORTH 83°55'03" EAST, 82.08 FEET; THENCE SOUTH 82°48'58" EAST, 73.09 FEET; THENCE NORTH 76°21'24" EAST, 136.07 FEET; THENCE SOUTH 53°46'39" EAST, 67.98 FEET; THENCE NORTH 86°31'11" EAST, 63.28 FEET TO THE WEST MARGIN OF SAID WEST SNOQUALMIE VALLEY ROAD NORTHEAST AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED PARCEL SHALL BE LENGTHENED OR SHORTENED AS REQUIRED TO TERMINATE AT THE WEST LINE OF SAID NORTHWEST QUARTER AND THE WEST MARGIN OF SAID WEST SNOQUALMIE-VALLEY ROAD NORTHEAST.

ALONG WITH A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, 15.00 FEET IN WIDTH ABUTTING EACH SIDE OF THE PERMANENT EASEMENT AS DESCRIBED ABOVE.

EXCEPT THEREFROM THE TEMPORARY CONSTRUCTION EASEMENT DOES NOT APPLY TO THE SOUTH 15.00 FEET OF THE NORTH 20.00 FEET OF THE EAST 134.89 FEET OF THE WEST 284.89 FEET OF THE SOUTH 820.00 FEET OF THE NORTH 1,120.00 FEET OF SAID NORTHWEST QUARTER.

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

THE DESCRIPTION CAN BE ABBREVIATED AS SUGGESTED BELOW IF NECESSARY TO MEET STANDARDIZATION REQUIREMENTS. THE FULL TEXT OF THE DESCRIPTION MUST APPEAR IN THE DOCUMENT(S) TO BE INSURED.

SECTIONS 22, 26, 27 AND 34 TOWNSHIP 26 RANGE 6.

9805191553

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After recording return document to:

Seattle Public Utilities  
Real Estate Services  
710 2nd Ave., Room 1111  
Seattle, WA 98104

Document Title: Easement

Reference No. Of Related Document: N/A

Grantor(s): David D. Olney and Nanthana Olney

Grantee: City of Seattle

Legal Description: Ptn. Of Gov. Lots 1 and 2 of 262606 and NW1/4 of 252606 in King County, Washington.

Assessors Tax Parcel Number(s): 252606-9005; 262606-9002

#### EASEMENT AGREEMENT

THIS AGREEMENT, made this 24 day of JUNE, 1998, between David D. Olney and Nanthana Olney, husband and wife, hereinafter referred to as the Grantors, and The City of Seattle, Seattle Public Utilities, a municipal corporation of the State of Washington, hereinafter referred to as the "City":

For and in consideration of One Thousand Seven Hundred Fifty Dollars (\$1750.00) which is hereby acknowledged, Grantor grants to the City an exclusive easement, under threat of eminent domain, to construct, reconstruct, install, operate, maintain, repair, protect and improve a water supply pipeline, including access thereto, with all necessary appurtenances and lateral support/slopes thereto, in accordance with City Plan No. 99-2, Tolt Pipeline No. 2, Phases II and III Improvements, Sheets, P 30, 31 32, 33 and 34, and Easement and Right-of-way Drawings, Sheets 13, 14 and 15, on file with the Seattle Public Utilities, over, across and under the following described property:

That portion of Government Lots 1 and 2, Section 26, Township 26 North, Range 6 East, W.M., King County, Washington, described as follows:

Commencing at the north quarter corner of said Section 26, thence South 01° 20'49" West along the North/South centerline thereof, 800.28 feet; thence North 57°15'39" East 79.22 feet to the ordinary high water at the east bank of the Snoqualmie River as field located by Horton Dennis & Associates, Inc. On August 2, 1996, and the True Point of Beginning; thence continuing North 57°15'39" East 1009.56 feet; thence North 32°44'21" West 15.00 feet; thence North 57°15'39" East 63.42 feet; thence North 62°23'40" East 213.72 feet to the south margin of the existing City of Seattle, Tolt Pipeline No. 1 Right-of-way; thence South 75°18'31" East along said south margin 89.16 feet; thence South 62°23'40" West 276.98 feet; thence South 57°15'39" West 60.73 feet; thence North 32°33'21" West 15.00 feet; thence South 57°15'39" West 958.69 feet to said east bank; thence North 14°52'55" West along said east bank 31.52 feet to the Point of Beginning.

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980818-1493 12:07:00 PM KING COUNTY RECORDS 005 PG1 12.00

Together with a temporary construction easement for the installation of said pipeline as shown on said City's Plan 99-2, to begin at the start of construction and to expire at the end of construction. Said temporary easement described as shown on the attached Exhibit "A".

Subject to the following terms and conditions:

1. The Grantors, their successors and assigns, hereby agree that no structures, trees, rockery or the storage of any heavy equipment or materials will be allowed upon the easement area without prior review and approval of the City.
2. The Grantors agree to allow the City to review and approve any plans to excavate or to change the grade, by either cut or fill, within the pipeline easement.
3. No digging will be done or permitted near the pipeline which will disturb the facilities or disturb their solidity or unearth any portion thereof, and that no blasting or discharge of any explosives will be permitted within three hundred (300) feet of said pipeline and its appurtenances.
4. The City shall restore the property, to a condition as good or better than the condition the property was in prior to such disturbance or as required by the Farmland Preservation Easement. In the event the property is disturbed or damaged by Seattle Public Utility's operation of the pipeline, the City will restore the property to the condition it was in after construction restoration.
5. Vehicular equipment/machinery, wheeled or tracked, exceeding a gross weight of 32,000 pounds per axle (HS 20-44) will be prohibited within said easement area. If loads exceeding such standards are required Grantors will take steps as may be necessary to protect the pipeline such as using steel plates, wood matting, concrete bridging or other protective methods, reviewed by the City prior to use of the easement area.
6. The City shall have the right to fill any ditches and/or have access over Grantors property to the Snoqualmie River, if movement of the Snoqualmie River, in the opinion of the City, jeopardizes the solidity of the Tolt 2, Phase 3 pipeline. The City shall obtain any government permits if stabilization work for the pipeline is necessary.
7. The City agrees to indemnify, defend and save harmless the Grantors from any and all claims, actions, suits, liabilities and damages of any kind or description, including cost of attorney's fees, which may accrue or be suffered by any persons or property by reason of and to the extent of the sole or concurrent negligence of the City in its use or occupancy of the property, including the construction, maintenance, or operation of the City's facilities on the property. In the case of any suit or action brought against the Grantors by reason thereof, the City will, upon notice of the commencement, defend such suit or action at the City's sole cost and expense, and will satisfy the final judgment rendered in such action to the extent of the City's obligation under this paragraph.
8. The City agrees that in the event the pipeline, or work undertaken in connection therein, referred to herein, causes any loss or damage to Grantors crops or interferes with

9808181493

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9. The City shall give the Grantors a work schedule 30 days prior to the commencement of construction on his property. Said schedule shall detail the location and time of performance and completion of each activity. If necessary the City shall update the schedule as construction progresses.

11. The rights and obligations of the City shall run with the property and shall inure to the benefit of and be binding upon their respective successors and assignees.

David and Nanthana Olney  
12814 Carnation-Duvall Road  
Duvall, WA 98019

David D. Olney

Date: 11/15/90

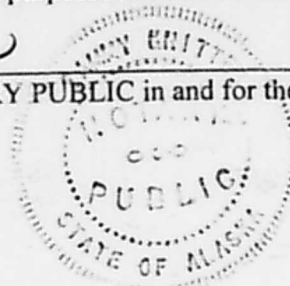
  
Nanthana Olney

Date: 7-15-98

STATE OF WASHINGTON )  
 ) ss  
County of King )

I certify that I know or have satisfactory evidence that David D. Olney signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 15 July 98 [Signature]  
NOTARY PUBLIC in and for the State of Alaska



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EXHIBIT "A"

TEMPORARY EASEMENT  
PARCEL NO. \_\_\_\_\_  
JULY 7, 1997

OLNEY

That portion of Government Lots 1 and 2, Section 26 and the Northwest quarter of the Northwest quarter of Section 25, all in Township 26 North, Range 6 East, W.M., King County, Washington, described as follows:

K928 K929

Commencing at the North quarter corner of said Section 26; thence South 01°20'49" West along the North/South centerline thereof 800.28 feet; thence North 57°15'39" East 79.22 feet to the East bank of the Snoqualmie River as field located by Horton Dennis & Associates, Inc. on August 2, 1996 and the POINT OF BEGINNING; thence North 14°52'55" West along said East bank 61.67 feet; thence North 57°15'39" East 1059.83 feet; thence North 62°23'40" East 182.09 feet to the South margin of the existing Tolt Pipeline No. 1 right-of-way; thence South 75°18'31" East along said South margin 44.58 feet to a point hereinafter referred to as Point "A"; thence South 62°23'40" West 213.72 feet; thence South 57°15'39" West 63.42 feet; thence South 32°44'21" East 15.00 feet; thence South 57°15'39" West 1009.56 feet to said East bank and the POINT OF BEGINNING. Containing 52,964 square feet or 1.22 acres, more or less.

Commencing at aforesaid Point "A" being a point on the south margin of the existing Tolt Pipeline No. 1 right-of-way; thence south 75°18'31" East along said South margin 89.16 feet to the POINT OF BEGINNING; thence continuing South 75°18'31" East along said margin 10.93 feet to the beginning of a curve to the left having a radius of 1075.00 feet through a central angle of 13°42'04" an arc distance of 257.06; thence South 89°00'35" East 1256.28 feet to the East line of said Government Lot 1; thence continuing South 89°00'35" East 5.45 feet; thence North 84°39'38" East 1200.66 feet to the West margin of the Chicago Milwaukee and St. Paul Railway right-of-way (abandoned); thence South 15°30'14" East along said West margin 20.32 feet; thence South 84°39'38" West 526.23 feet; thence South 05°20'22" East 125.00 feet; thence South 84°39'38" West 240.00 feet; thence North 05°20'22" West 125.00 feet; thence South 84°39'38" West 439.12 feet; thence North 89°00'35" West 6.54 feet to said East line of said Government Lot 1, thence continuing North 89°00'35" West 1250.84 feet to the beginning of a curve to the right having a radius of 1095.00 feet through a central angle of 13°42'04" an arc distance of 261.85; thence North 75°18'31" West 32.91 feet; thence North 62°23'40" East 29.72 feet to the POINT OF BEGINNING. Containing 84,824 square feet or 1.95 acres, more or less.

7-15-97  
*Michael G. Mickiewicz*  
MICHAEL G. MICKIEWICZ  
PLS # 17672  
EXPIRES 9-25-97  
HORTON DENNIS & ASSOCIATES, INC.  
320 Second Avenue S.  
Kirkland, WA 98033-6687  
(425) 822-2525

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After recording return document to:

Seattle Public Utilities  
Real Estate Services  
710 2nd Ave., Room 1111  
Seattle, WA 98104

Document Title: Easement  
Reference No. Of Related Document: N/A  
Grantor(s) W.F. Development, L.L.C.  
Grantee: City of Seattle  
Legal Description Gov. Lot 1, NE 1/4 NW 1/4, 252606 in King County, Washington.  
Assessor's Tax Parcel Number(s): 262606-9009; 252606-9020

9808211620

#### EASEMENT AGREEMENT

THIS AGREEMENT, made this 21 day of August, 1998, between, W.F. Development, L.L.C., a Washington Limited Liability Company, hereinafter referred to as Grantor, and The City of Seattle, Seattle Public Utilities, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

For and in consideration of Twenty Thousand Dollars (\$20,000) which is hereby acknowledged, Grantor grants to the City an exclusive easement, to construct, reconstruct, install, operate, maintain, repair, protect and improve an underground 75 inch water supply pipeline with all necessary underground and above ground appurtenances, said above ground appurtenances being a jacking chamber with blowoff and air duct pipes leading out of it; and lateral support/slopes thereto, in accordance with City Plan No. 99-2, Tolt Pipeline No. 2, Phases II and III Improvements, Sheets, P 29 and 30, and Easement and Right-of-way Drawings, Sheets 12, 12A and 12C, on file with the Seattle Public Utilities, over, across and under the following described property:

That portion of the Southeast Quarter of the Northwest Quarter and Government Lots 3, in Section 26, Township 26 North, Range 6 East, W.M., King County, Washington, described as follows:

Commencing at the North quarter corner of said Section 26; thence South 01°20'49" West along the North/South centerline thereof 854.61 feet; thence South 57°15'39" West 135.84 feet to the line or ordinary high water at the West bank of the Snoqualmie River as field located by Horton Dennis & Associates, Inc. on August 2, 1996 and the Point of Beginning; thence continuing South 57°15'39" West 365.51 feet; thence South 61°56'59" West 99.56 feet; thence North 28°03'01" West 15.00 feet; thence South 61°56'59" West 592.01 feet to the Easterly margin of West Snoqualmie Valley

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Road NE; thence North 14°26'34" West along said Easterly margin 46.30 feet; thence North 61°56'59" East 269.11 feet; thence South 28°03'01" East 15.00 feet; thence North 61°6'59" East 312.01 feet; thence North 28°03'01" West 15.00 feet; thence North 61°56'59" East 97.10 feet; thence North 57°15'39" East 372.34 feet to said West bank; thence South 23°56'14" East along said West bank 60.72 feet to the Point of Beginning.

Together with an access road easement across said property as described on Exhibit "A" attached hereto.

Together with a temporary construction easement for the installation of said pipeline; a sediment pond with drain line, which may be required for two years; a staging area which may require two summers, and access roads as shown on said City's Plan 99-2, to begin at the start of construction and to expire at the end of construction as noted above, or July 1, 2000 whichever shall occur earlier. Said temporary easements as described on Exhibit "B" attached hereto.

Subject to the following terms and conditions:

1. The City shall construct a permanent asphalt access road as shown on the construction drawings, if approved by King County. If an asphalt road is not allowed the City shall construct a access road made of different material, of comparable cost, to be reviewed and approved by the Grantor. Said approval shall not be unreasonably withheld.
2. The Grantor, his successors and assigns, hereby agrees that no buildings, trees, or the storage of heavy equipment or materials will be allowed upon the pipeline easement. Small rockeries crossing the easement area can be constructed using rock similar to those currently on site. If temporary storage of materials or vehicular equipment/machinery, wheeled or tracked, exceeding a gross weight of 32,000 pounds per axle (HS 20-44) is needed over the pipeline easement area the Grantor must protect the pipeline by use of steel plates, wood matting, concrete bridging or other protective methods, reviewed and approved by the City prior to said storage.
3. The Grantor agrees to allow the City to review and approve any plans to excavate or to change the grade, by either cut or fill, over the pipeline easement which is within the flood plain. Grantor may place up to approximately five (5) feet of fill over the pipeline easement outside the flood plain.
4. No digging will be done or permitted within the easement area which will disturb the facilities or disturb their solidity or unearth any portion thereof, and that no blasting or discharge of any explosives will be permitted within three hundred (300) feet of said pipeline and its appurtenances.

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5. Soils excavated from the property may be placed, bulldozed and compacted in locations as staked and indicated by King County fill permit at the option of the Grantor, so long as the permits are obtained before construction of the pipeline begins, at the sole cost of the City. The Grantor shall hold the City harmless from all liability for the fill or the placement and compaction of the fill.

6. With the exception of the new permanent access road, the City shall restore the property, to a condition as good or better than the condition the property was in prior to such disturbance. This includes hydroseeding the grass and resetting any fences that have been moved. If the City disturbs the surface or subsurface of the access roadway, the City shall repair the roadway to a condition equal to or better than the roadway was in prior to such disturbance. Appropriate fencing shall be placed around the above ground appurtenances at Grantors request.

7. The City agrees to indemnify, defend and save harmless the Grantor from any and all claims, actions, suits, liabilities and damages of any kind or description, including cost of attorney's fees, which may accrue or be suffered by any persons or property by reason of any acts or omissions of the City in its exercise of its rights herein or its use or occupancy of the property, including the construction, maintenance, or operation of the City's facilities on the property, except as may be limited by RCW 4.24.115. In the case of any suit or action brought against the Grantor by reason thereof, the City will, upon notice of the commencement, defend such suit or action at the City's sole cost and expense, and will satisfy the final judgment rendered in such action to the extent of the City's obligation under this paragraph.

8. The City shall notify the Grantor 30 days prior to the commencement of the initial construction on the property. Said schedule shall detail the location and time of performance of each activity. If necessary the City shall update the schedule as construction progresses.

9. This easement agreement shall terminate and revert to the Grantor upon abandonment of the Pipeline by the City. The City shall be presumed to have abandoned the Pipeline if it remains unused for a period of five (5) successive years. After this time period the City shall record a release of easement, upon request of the Grantor.

10. The rights and obligations of the City shall run with the property and shall inure to the benefit of and be binding upon their respective successors and assignees.

11. Any notice, request, approval, designation, direction, statement or communication shall be in writing and delivered to the following:

Seattle Public Utilities, Real Estate Services  
710 2nd Ave., Floor 9A  
Seattle, WA 98104

7/2



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Ernest Jonson, Jr.  
W.F. Development, L.L.C.  
3 Lake Bellevue Drive, Suite 200  
Bellevue, WA 98005

12. This easement is for a water pipeline right-of-way and is for no other public purpose whatsoever.

W.F. Development, L.L.C.:

Ernest Jonson Jr.  
By: Ernest Jonson Jr., Manager

Date: 8-21-98

Seattle Public Utilities

Diana Gale  
Diana Gale, Director

Date: 7-2-98

State of Washington )  
County of King ) ss

I certify that I know or have satisfactory evidence that Ernest Jonson Jr. signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 8-21-98

Shirley E. Lukhang  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My Commission Expires: 2-21-99



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State of Washington )  
                                  ) ss.  
County of King        )

I certify that I know or have satisfactory evidence that Diana Gale signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it as Director of Seattle Public Utilities of the City of Seattle, to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 7-2-98

Shirley E. Lukhang  
Notary Public in and for the State of  
Washington residing at Seattle  
My commission expires: 2-21-99



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EXHIBIT A

PERMANENT ROAD EASEMENT  
PARCEL NO. \_\_\_\_\_  
JULY 1, 1998

*[Signature]*  
JONSON

That portion of Government Lot 3, Section 26, Township 26 North, Range 6 East, W.M., King County, Washington, described as follows:

Commencing at the North quarter corner of said Section 26; thence South  $01^{\circ}20'49''$  West along the North/South centerline thereof 782.17 feet; thence South  $57^{\circ}15'39''$  West 474.19 feet to the POINT OF BEGINNING; thence continuing South  $57^{\circ}15'39''$  West 36.67 feet; thence South  $61^{\circ}56'59''$  West 47.52 feet; thence North  $58^{\circ}00'33''$  West 72.00 feet to the beginning of a curve to the left having a radius of 90.00 feet through a central angle of  $38^{\circ}49'48''$  an arc distance of 60.99 feet; thence South  $83^{\circ}09'39''$  West 144.30 feet to the beginning of a curve to the right having a radius of 435.00 feet through a central angle of  $17^{\circ}47'51''$  an arc distance of 135.12 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 90.00 feet through a central angle of  $19^{\circ}28'05''$  an arc distance of 30.58 feet; thence South  $81^{\circ}29'25''$  West 44.51 feet; thence South  $84^{\circ}02'08''$  West 95.45 feet; thence South  $78^{\circ}32'13''$  West 52.87 feet to the Easterly margin of West Snoqualmie Valley Road NE; thence North  $07^{\circ}38'30''$  West along said Easterly margin 20.04 feet; thence North  $78^{\circ}32'13''$  East 52.50 feet; thence North  $84^{\circ}02'08''$  East 95.96 feet; thence North  $81^{\circ}29'25''$  East 44.07 feet to the beginning of a curve to the right having a radius of 110.00 feet through a central angle of  $19^{\circ}28'05''$  an arc distance of 37.38 feet to a point of reverse curvature and the beginning of a curve to the left having a radius of 415.00 feet through a central angle of  $17^{\circ}47'51''$  an arc distance of 128.91 feet; thence North  $83^{\circ}09'39''$  East 144.30 feet to the beginning of a curve to the right having a radius of 110.00 feet through a central angle of  $38^{\circ}49'48''$  an arc distance of 74.55 feet; thence South  $58^{\circ}00'33''$  East 66.21 feet; thence North  $61^{\circ}56'59''$  East 69.63 feet; thence South  $28^{\circ}03'01''$  East 12.00 feet to the POINT OF BEGINNING.

Containing 13,895 square feet or 0.32 acres, more or less.



HORTON DENNIS & ASSOCIATES, INC.  
320 Second Avenue S.  
Kirkland, WA 98033-6687  
(425) 822-2525

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EXHIBIT B

TEMPORARY EASEMENT  
PARCEL NO. \_\_\_\_\_

JUNE 11, 1998

*AJ*  
JONSON

That portion of the Southeast quarter of the Northwest quarter and Government Lot 3 in Section 26, Township 26 North, Range 6 East, W.M., King County, Washington described as follows:

Commencing at the North quarter corner of said Section 26; thence South 01°20'49" West along the North/South centerline thereof 782.17 feet; thence South 57°15'39" West 195.78 feet to the POINT OF BEGINNING; thence continuing South 57°15'39" West 343.71 feet; thence South 61°56'59" West 97.10 feet; thence South 28°03'01" East 15.00 feet to a point hereafter referred to as Point "A"; thence South 61°56'59" West 25.00 feet; thence North 28°03'01" West 315.00 feet; thence North 61°56'59" East 128.51 feet; thence North 63°44'56" East 344.53 feet; thence South 26°15'04" East 261.21 feet to the POINT OF BEGINNING.

Containing 134,258 square feet or 3.08 acres, more or less.

Together with a parcel commencing at aforesaid Point "A"; thence South 28°03'01" East 45.00 feet to the POINT OF BEGINNING; thence continuing South 28°03'01" East 30.00 feet; thence North 61°56'59" East 97.39 feet; thence North 63°44'56" East 100.73 feet; thence North 26°15'04" West 41.37 feet; thence South 57°15'39" West 100.14 feet; thence South 61°56'59" West 99.50 feet to the POINT OF BEGINNING.

Containing 6,525 square feet or 0.15 acre, more or less.

Together with a parcel commencing at aforesaid Point "A"; thence South 61°56'59" West 152.01 feet to a point hereafter referred to as Point "B" and the Point of Beginning; thence continuing South 61°56'59" West 160.00 feet; thence North 28°03'01" West 65.00 feet; thence North 61°56'59" East 130.00 feet; thence North 28°03'01" West 109.99 feet to a point on a curve concave to the left having a radius of 435.00 feet through a central angle of 02°14'05" an arc distance of 16.97 feet; thence North 83°09'39" East 15.35 feet; thence South 28°03'01" East 162.99 feet to said Point "B" and the POINT OF BEGINNING.

Containing 13,516 square feet or 0.31 acre, more or less.

Together with a parcel commencing at aforesaid Point "B"; thence South 28°03'01" East 30.00 feet to the Point of Beginning; thence continuing South 28°03'01" East 100.00 feet; thence South 61°56'59" West 102.23 feet; thence South 21°49'04" East 37.96 feet to the beginning of a curve to the right having a radius of 1,883.00 feet, through a central angle of 13°07'51" an arc distance of 431.54 feet; thence South 08°41'13" East 133.57 feet to the Northerly bank of an existing ditch; thence North 79°13'31" West along said Northerly bank 6.77 feet; thence North 73°50'05" West



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continuing along said Northerly bank 26.03 feet; thence North 08°41'13" West 120.37 feet to the beginning of a curve to the left having a radius of 1,853.00 feet, through a central angle of 13°07'51" an arc distance of 424.67 feet; thence North 21°49'04" West 34.68 feet; thence South 61°56'59" West 27.59 feet; thence North 28°03'01" West 100.00 feet; thence North 61°56'59" East 160.00 feet to the POINT OF BEGINNING.

Containing 33,750 square feet or 0.77 acre, more or less.

Total area of temporary easement - 188,049 square feet or 4.32 acres, more or less.

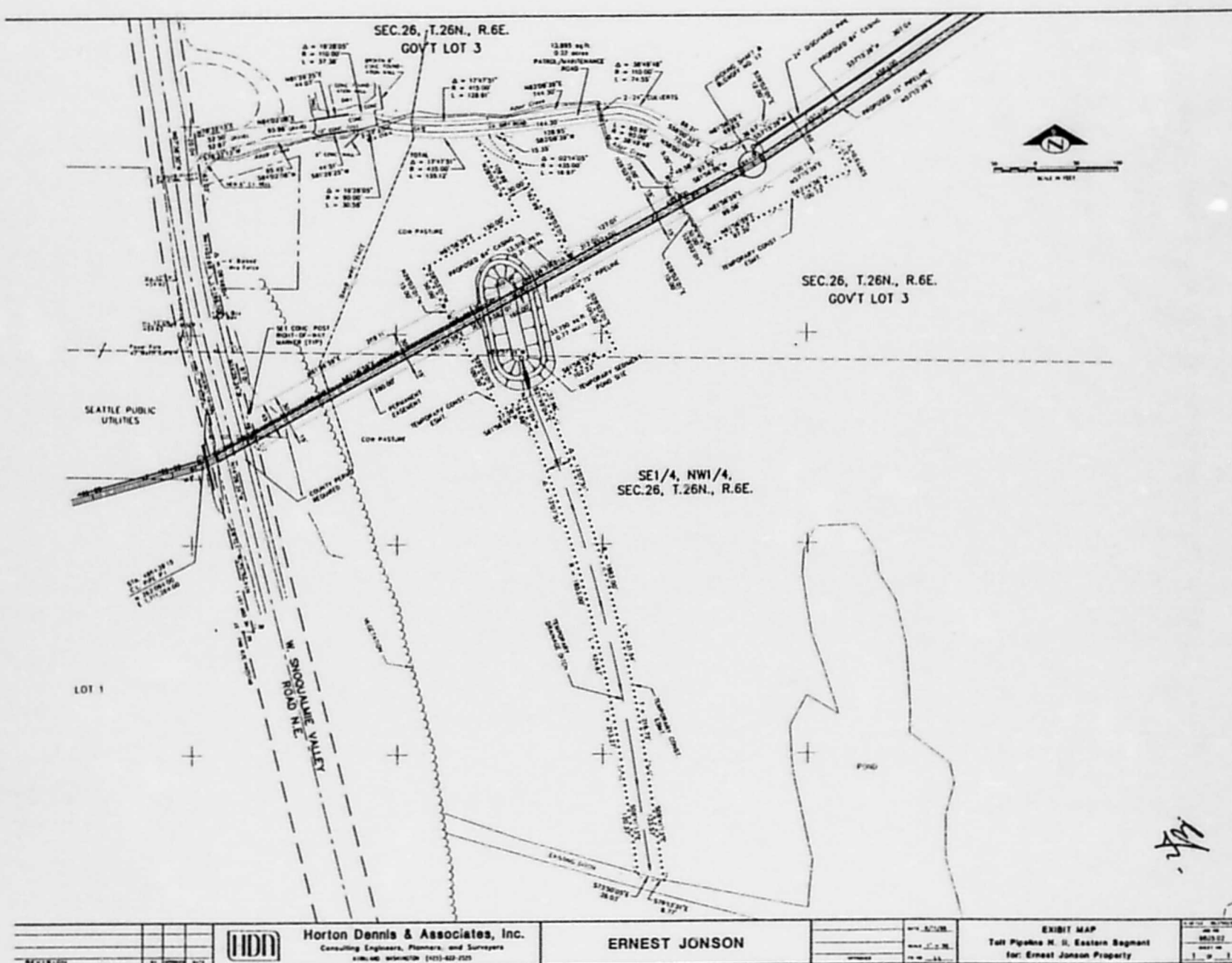


HORTONDENNIS & ASSOCIATES, INC.  
320 Second Avenue S.  
Kirkland, WA 98033-6687  
(425) 822-2525

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After recording return document to:

Seattle Public Utilities  
Real Estate Services  
710 2nd Avenue  
Seattle, WA 98104

EXCISE TAX NOT REQUIRED  
King Co. Records Division

*[Signature]* Deputy

Document Title: Easement

Reference No. Of Related Document: N/A

Grantor(s): City of Redmond

Grantee: City of Seattle

Legal Description., Ptns. Of 362605; 332606, in King County, Washington.

Assessors Tax Parcel Number(s): 362605-9137; 332606-9007; 332606-9008

#### EASEMENT AGREEMENT

THIS AGREEMENT, made this 2 day of March, 1992,  
between the City of Redmond, a municipal corporation in the State of Washington,  
hereinafter referred to as "Redmond", and The City of Seattle, Seattle Public Utilities, a  
municipal corporation of the State of Washington, hereinafter referred to as the "City".

For and in consideration of Fifty Two Thousand Dollars (\$52,000) receipt of  
which is hereby acknowledged, Redmond grants to the City an easement, to construct,  
install, operate, maintain, repair, protect and improve a water supply pipeline with all  
necessary appurtenances and lateral support/slopes thereto, in accordance with City's Tolt  
Pipeline Plan No. 99-2, Phases II and III Improvements, and Tolt Pipeline No. 99-2, Phases II and  
III, Easement and Right-of-way Drawings, (Phase II sheets 4,5,6,7,15,16 and Phase III sheet 2),  
as filed with the City of Seattle, Seattle Public Utilities, over, across and under the following  
described property:

Those portions of the Northwest quarter and the Northeast quarter of Section 36,  
Township 26 North, Range 5 East, W.M., and the Northwest quarter of Section 33, Township 26  
North, Range 6 East, W.M., all in King County, Washington, described as follows:

The North 30.00 feet of the Southeast quarter of said Northwest quarter of Section 36 lying West  
of the Westerly margin of 172nd Avenue NE.

Together with a parcel commencing at a point on the West line of the Southeast quarter of said  
Northwest quarter of Section 36 lying South 00°53'43" West 30.00 feet from the Northwest  
corner of said subdivision; thence South 88°45'00" East parallel with the North line of said  
subdivision 637.93 feet to the Point of Beginning; thence continuing South 88°45'00" East 20.00  
feet; thence South 01°15'00" West 165.00 feet to the North margin of NE 111th Street and a  
point hereinafter referred to as Point "A"; thence North 88°45'00" West along said North margin  
20.00 feet; thence North 01°15'00" East 165.00 feet to the Point of Beginning.

Together with a detached parcel commencing at aforesaid Point "A"; thence South 01°15'00"  
West 55.00 feet to the South margin of NE 111th Street and the Point of Beginning; thence

518-001

980304-1837 03:02:00 PM KING COUNTY RECORDS 004 THIS 11.00

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continuing South 01°15'00" West 47.50 feet; thence North 88°45'00" West 20.00 feet; thence North 01°15'00" East 47.50 feet to said South margin; thence South 88°45'00" East along said South margin 20.00 feet to the Point of Beginning.

Together with the North 30.00 feet of the South one-half of said Northeast quarter of Section 36.

Together with a parcel commencing at a point on the West line of the Southwest quarter of said Northeast quarter of Section 36 lying South 00°53'43" West 30.00 feet from the Northwest corner of said subdivision; thence South 88°38'33" East parallel with the North line of said subdivision 37.27 feet to the Point of Beginning; thence continuing South 88°38'33" East parallel with said North line 30.00 feet; thence South 01°21'27" West 18.00 feet; thence North 88°38'33" West parallel with said North line 30.00 feet; thence North 01°21'27" East 18.00 feet to the Point of Beginning.

Together with the North 30.00 feet of the South one-half of said Northwest quarter of Section 33.

ALSO, Together with the right at all times to the City, its successors and assigns, of access to and from said easement area including, if necessary, the construction, alteration, operation and maintenance of a patrol road, and in some areas use of the Redmond trail, in accordance with said City's Tolt Plan Number 99-2, Phases II and III Improvements and Right of way drawings. Upon completion of construction the City shall provide Redmond with "as-built" drawings of said patrol road and water pipeline.

Said Easement is subject to the following terms and conditions:

1. Redmond, its successors and assigns, hereby agrees that no structures, placement of trees, shrubbery, rockery, fences or the storage of any heavy equipment or materials will be allowed upon the easement area without prior review and comment by the City.
2. Redmond agrees, based on as-built plans pertaining to the pipeline facility, to allow the City to review and comment on any plans to excavate within ten (10) feet from the centerline of said pipeline or to change the grade, by either cut or fill, within ten (10) feet of the pipeline facility. If Redmond lowers grade to less than three (3) feet of cover, Redmond will provide a structural cover to protect the pipeline. Such cover must have a Washington State P.E. stamp-approval of the design. Redmond may, at its expense, lower the pipeline and appurtenances, subject to the City's review and approval of the plans.
3. Redmond will allow the City to review and comment on any construction activity under its control that is within the 300 feet of the pipeline. This shall include but not be limited to excavation and/or the use of explosives.
4. If the City disturbs the surface or subsurface of the property, the City shall restore the property to a condition as good or better than the condition the property was in prior to such disturbance.
5. To ensure protection of the underground pipeline facilities, Redmond shall not grant permission to other public or private utilities to cross the easement without the review and comment of the City. Granting of longitudinal use within the pipeline easement will not be

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permitted without review and comment by the City. If Redmond grants longitudinal uses to other utilities near but outside, the City's easement corridor, cathodic protection and a grounding system may be required. If electric utilities are allowed to cross the easement area a minimum overhead clearance of 25 feet must be maintained. Underground utilities crossing the pipelines must maintain a minimum clearance of one (1) foot above or under the pipeline, and sewers must maintain a crossing minimum clearance of 18 inches or be constructed to approved watermain standards.

6. Vehicular equipment/machinery, wheeled or tracked, exceeding a gross weight of 32,000 pounds per axle (HS 20-44) will be prohibited within said easement area. If loads exceeding such standards are required, Redmond will take steps as may be necessary to protect the pipeline such as using steel plates, wood matting, concrete bridging or other protective methods, reviewed by the City prior to use of the easement area.

7. Bio-filtration areas or detention ponds necessary for surface water drainage may be placed on the easement after review and approval of Redmond.

8. The City agrees to indemnify, defend and save harmless Redmond from any and all claims, actions, suits, liabilities and damages of any kind or description, including costs and attorney's fees, which may accrue or be suffered by any persons, including employees of the City, or property by reason of and to the extent of the sole or concurrent negligence of the City in its use or occupancy of the property, including the construction, maintenance, or operation of the City's facilities on the property. In the case of any suit or action brought against Redmond by reason thereof, the City will, upon notice of the commencement, defend such suit or action at the City's sole cost and expense, and will satisfy the final judgment rendered in such action to the extent of the City's obligation under this paragraph.

9. The City is self-insured and will provide Redmond with evidence to that effect if requested. This provision does not apply to any successors and assigns without written consent of Redmond. The City will require any contractor and subcontractor to maintain insurance coverage in accordance with terms and conditions satisfactory to Redmond.

10. The City shall give Redmond a work schedule 30 days prior to the commencement of construction. Said schedule shall detail the location and time of performance and completion of each activity. If necessary the City shall update the schedule as construction progresses. Within 90 days after completion of any construction within the easement, the City will furnish Redmond "as-built" drawings reflecting such construction. The "as-built" drawings shall be in the format required by Redmond's standard specifications.

11. This easement agreement shall terminate and revert to Redmond upon abandonment of the pipeline by the City. The City shall be presumed to have abandoned the pipeline if it remains unused for a period of five (5) successive years. After this time period the City shall record a release of easement, upon request of Redmond.

12. The rights and obligations of Redmond and the City shall run with the property and shall inure to the benefit of and be binding upon their respective successors and assignees.

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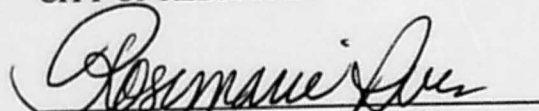
13. Any notice, request, approval, designation, direction, statement or communication shall be in writing and delivered to the following:

City of Redmond  
Dept. Of Public Works  
P.O. Box 97010  
Redmond, WA 98073


Seattle Public Utilities  
Real Estate Services  
710 2nd Ave., Room 910  
Seattle, WA 98104

Dated this 2 day of March, 1998.

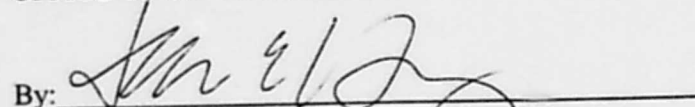
CITY OF REDMOND:

  
MAYOR, ROSEMARIE IVES

ATTESTED/AUTHENTICATED:

  
CITY CLERK, BONNIE MATTSON

APPROVED AS TO FORM:  
OFFICE OF CITY ATTORNEY

By: 

State of Washington )  
                                  ) ss  
County of King )



I hereby certify that I know or have satisfactory evidence that Rosemarie Ives signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor to be the free and voluntary act of The City of Redmond for the uses and purposes mention

Date: March 2, 1998



NOTARY PUBLIC in and for the State of  
Washington, residing at Redmond  
My Commission Expires: 3/10/99

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Return Address:

Seattle Public Utilities/Water  
Real Estate Services  
9th Floor Dexter Horton Building  
710 Second Avenue  
Seattle, WA 98104

<b>Document Title(s)</b> (or transactions contained therein):
1. Easement and Consent Agreement
<b>Reference Number(s)</b> of Documents assigned or released: (on page _____ of document(s))
<b>Grantor(s)</b> (Last name first, then first name and initials)
1. Puget Sound Energy, Inc.
<b>Grantee(s)</b> (Last name first, then first name and initials)
1. The City of Seattle
<b>Legal Description</b> (Abbreviated: i.e. lot, block, plat or section, township, range)  Portions of the NE¼ of the SE¼ of Sec 35, Twp. 26 N., Rng. 5 E., W.M. Portions of the SE¼ of the NE¼ of Sec 35, Twp. 26 N., Rng. 5 E., W.M. Portions of the SW¼ of the NW¼ of Sec 36, Twp. 26 N., Rng. 5 E., W.M. Portions of the SW¼ of the NW¼ of Sec 31, Twp. 26 N., Rng. 6 E., W.M. Portions of the SE¼ of the NW¼ of Sec 31, Twp. 26 N., Rng. 6 E., W.M. Portions of the SW¼ of the NE¼ of Sec 31, Twp. 26 N., Rng. 6 E., W.M. Portions of the SE¼ of the NE¼ of Sec 31, Twp. 26 N., Rng. 6 E., W.M. Portion of Lot 4, Block 74, Burke & Farrar's Kirkland Addition, Division No. 24, Vol. 21 of Plats, pg. 51 Portion of Lot 13, Block 74 Burke & Farrar's Kirkland Addition, Division No. 24, Vol. 21 of Plats, pg. 51 Portion of Lot 23, Block 76 Burke & Farrar's Kirkland Addition, Division No. 24, Vol. 21 of Plats, pg. 51 Portion of Lot 22, Block 76 Burke & Farrar's Kirkland Addition, Division No. 24, Vol. 21 of Plats, pg. 51 Portion of Lot 21, Block 76 Burke & Farrar's Kirkland Addition, Division No. 24, Vol. 21 of Plats, pg. 51 Portions of the SW¼ of the NE¼ of Sec 32, Twp. 26 N., Rng. 6 E., W.M. Portion of the SE¼ of the NE¼ of Sec 32, Twp. 26 N., Rng. 6 E., W.M. Portion of the SW¼ of the NE¼ of Sec 33, Twp. 26 N., Rng. 6 E., W.M. Portions of the SE¼ of the NE¼ of Sec 33, Twp. 26 N., Rng. 6 E., W.M. Portion of the SW¼ of the NW¼ of Sec 34, Twp. 26 N., Rng. 6 E., W.M.  <input checked="" type="checkbox"/> Additional legal is on pages 19 through 28 of document
<b>Assessor's Property Tax Parcel/Account Numbers</b>  Portions of Tax Parcel/Account Numbers 124310-0049; 124310-0116; 124310-0124; 124310-0129; 312606-9031; 312606-9050; 312606-9076; 312606-9078; 312606-9085; 322606-9038; 322606-9039; 332606-9018; 342606-9026; 352605-9059; 352605-9060; 362605-9057  <input type="checkbox"/> Additional legal is on page _____ of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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34.00

980212-0537 11:32:00 AM KING COUNTY RECORDS 027 DM

517-004

EXCISE TAX NOT REQUIRED  
King Co. Records Division  
By [Signature] Deputy

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## EASEMENT AND CONSENT AGREEMENT

THIS AGREEMENT is made this 9<sup>th</sup> day of FEBRUARY, 1998 between Puget Sound Energy, Inc., a Washington corporation ("PSE"), and the City of Seattle, Seattle Public Utility, a municipal corporation of the State of Washington ("City").

1. **Grant of Easement.** For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, PSE hereby conveys and quitclaims to City, its successors and assigns, the following property interests in those portions of PSE's Sammamish right-of-way located in the City of Redmond and unincorporated King County, Washington between N.E. 104th Place and N.E. Novelty Hill Road within and between the "Easement Areas", defined below (the "Property").

1.1 **Pipeline Easement Area.** A non-exclusive perpetual easement with the right, privilege and authority to install, construct, erect, alter, repair, operate and maintain a water supply pipeline and associated facilities upon that certain real property described in Exhibit A (the "Pipeline Easement Area") for the purposes set out in Section 2.1.

1.2 **Temporary Construction Easement Area.** A non-exclusive temporary easement over, under, along, across, through and upon that certain real property described in Exhibit B (the "Construction Easement Area") for the purposes described in Section 2.3 to expire at the end of City's initial construction of Tolt Pipeline Number 2, Phases II and III.

1.3 **Temporary Wetland Easement Area.** Non-exclusive temporary easements in each of those areas where City has continuing obligations stated in one or more governmental permits or approvals to restore existing wetlands and wetland buffers that are to be disturbed during City's construction activities (and monitor such restoration) (the "Temporary Wetlands Easement Areas"), which such easements shall expire upon the expiration date stated in the applicable governmental permit or approval establishing such obligations (e.g. five years after completion of restoration activities). City shall provide PSE with copies of all such permits or approvals. City represents that the existing wetlands and wetland buffers that are to be disturbed will not be enlarged, enhanced or improved during City's restoration or monitoring in any manner which will increase regulatory restrictions on PSE's use of such easement areas following such restoration.

1.4 **Patrol Road Easement Area.** A non-exclusive perpetual easement over, under, along, across, through and upon the Pipeline Easement Area and, where and as approved in writing by PSE (such approval not to be unreasonably withheld, conditioned or unduly delayed), outside of the Pipeline Easement Area within a fourteen foot wide strip of land seven (7) feet to either side of the centerline of the "Road" (as defined in Section 2.2) as-built (the "Patrol Road Easement Area") for the purposes described in Section 2.2. Such centerline shall be described by a survey to be provided by City, at City's cost, and approved

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by PSE (such approval not to be unreasonably withheld, conditioned or unduly delayed) in a form suitable for recording.

1.5 Catch-Basin Connection Easement Areas. A non-exclusive perpetual easement (a) to install, operate and maintain storm water detention/retention vaults within the Pipeline Easement Area, (b) to install, operate and maintain catch-basins within the Patrol Road Easement Area and (c) to install, operate and maintain underground pipelines between the catch-basins and the storm water detention/retention vaults to permit storm water to flow from the catch basins into the storm water detention/retention vaults, subject to the following conditions: (i) the facilities shall be (aa) non-metallic, (bb) engineered to withstand a gross weight of 32,000 pounds per axle (HS 20-44), and (cc) and not located within fifty (50) feet of any transmission line towers or poles, (ii) the storm water detention/retention vaults shall be installed at a sufficient depth to permit positive drainage from the catch-basins to the storm water detention/retention vaults, even if the Patrol Road (and the catch-basins) are relocated to within the Pipeline Easement Area, and (iii) the surface grade of any property disturbed by any such activities and over or occupied by any and all such facilities shall not be changed, and shall be restored upon completion of installation. The centerline of any underground pipelines not lying within the Patrol Road Easement Area and the Pipeline Easement Area shall be described by a survey to be provided by City, at City's cost, and approved by PSE (such approval not to be unreasonably withheld, conditioned or unduly delayed) in a form suitable for recording.

1.6 Easement Area Definitions. The Pipeline Easement Area (Section 1.1), the Temporary Construction Easement Area (Section 1.2), the Temporary Wetlands Easement Areas (Section 1.3), the Patrol Road Easement Area (Section 1.4), and the Catch-Basin Connection Easement Areas (Section 1.5) are sometimes collectively referred to hereinafter as the "Easement Areas."

1.7 PSE Consent for Easement and Limited Property Rights Use. As to portions of the Property within the Easement Areas where PSE holds or may hold easement rights or other rights more limited than fee title, PSE consents, without warranty and without recourse, to the City's use of PSE's rights as to such portions of the Property for the purposes (and for no other purposes) set forth in Section 2 and otherwise subject to the terms and conditions of this Agreement. City acknowledges that City may need to acquire additional rights from underlying property owners. The easements conveyed and qualified in Section 1.1, 1.2, 1.3, 1.4, and 1.5 and the consent conferred in this paragraph, subject to the terms and conditions of this Agreement, extend to PSE's after-acquired title (any) in and to the Property. PSE does not warrant title to the Easement Areas and shall not be liable for defects thereto or failure thereof.

1.7.1 Possible Third Party Rights. City acknowledges that any and all rights, benefits and privileges acquired by City pursuant to this Agreement are subject to existing rights, benefits and privileges of others in and to the Easement Areas. As to any such existing rights, City warrants and represents that it has fully familiarized itself therewith and shall not act or fail to act in any way so as to damage, impair or otherwise interfere with any

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valid rights, benefits, or privileges thereunder, provided, however, with prior written notice to PSE, City may negotiate with the holders thereof to purchase or modify such rights.

1.7.2 Third Party Easements and Prescriptive Rights. During such familiarization, City has identified an agreement and easement, King County Auditor's file No. 8468300648, which City believes may be subject to termination because a public sewer system has become accessible to the "Grantee" thereunder, and PSE and City also acknowledge that there may be other claims of prescriptive or other rights or interests asserted by third parties which, in fact, are not existing, valid encumbrances upon City's interests in or to the Easement Areas.

1.7.3 PSE Cooperation - Cost. To the extent consistent with PSE's understanding of the applicable facts supported by applicable law, PSE shall cooperate with City in City's efforts to clear City's title to the Easement Areas of any such title encumbrances which may now or hereafter exist or be asserted, provided (i) PSE shall incur no cost or liability therefor and (ii) City shall defend, indemnify and hold PSE, PSE's directors, officers, employees, agents, servants and representatives (and the respective successors and assigns of each and all of the foregoing) from and against any and all claims, liens, demands, actions, costs, losses, expenses, harm, damages and liability (including, but not limited to, attorneys' fees) of any kind or character asserted or arising therefrom, on account thereof, or in connection therewith.

2. **Purposes of Easement.** Subject to the terms and conditions of this Agreement, City shall have the right to use the Easement Areas for the following purposes:

2.1 The Pipeline Easement Area.

2.1.1 The construction, reconstruction, alteration, operation, maintenance, repair and protection of a water supply pipeline and all necessary appurtenances thereto (the "Pipeline") in accordance with (i) Tolt Pipeline Number 2, Phases II and III, Easement and Right-of-Way Drawings, (ii) City's Plan No. 99-2 (Tolt Pipeline No. 2, Phase II Improvements) and (iii) City's Plan No. 99-3 (Tolt Pipeline No. 2, Phase III Improvements), on file at the Seattle Water Department (collectively, including "as-builts" thereto, the "Plans"); and

2.1.2 The construction, reconstruction, alteration, operation, maintenance and repair of cut slopes as shown in the Plans for the purpose of providing and maintaining lateral support for the Pipeline and Road. PSE may remove said slopes at any time upon providing and maintaining other lateral support for the Pipeline approved in advance by the City.

2.2 Patrol Road Easement Area. The construction, reconstruction, alteration, operation, maintenance and repair of a road for the purposes of access to, and the repair, protection, patrol and maintenance of, the Pipeline in accordance with the Plans (the "Road"), and ingress to and egress from the Pipeline Easement Area along and across the

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Road to construct, reconstruct, alter, operate, maintain, repair, patrol and protect the Pipeline. Where the Patrol Road is not within or adjacent to the Pipeline Easement Areas PSE conveys and quitclaims, and consents, to the City the right to cross its fee and easement areas for the purposes of access from the Patrol Road to the Pipeline and vice versa; provided, City shall use reasonable efforts to minimize its use of such areas, restore any damage to such areas resulting from such use, and compensate PSE for any loss, cost or damage caused by the exercise of such right of access.

2.3 Construction Easement Area. Activities required for or reasonably related to the initial installation of the Pipeline and the Road.

2.4 Temporary Wetlands Easement Areas. Activities required for or reasonably related to City's restoration and monitoring of existing wetlands and wetland buffers disturbed during City's initial installation of the Pipeline and the Road.

The Pipeline and the Road are hereinafter sometimes collectively referred to as the "Improvements." The rights and activities described in Section 2 are hereinafter sometimes collectively referred to as "Easement Rights."

3. **Limitations on Use.** Except in the exercise of Easement Rights described in Section 2 above, City shall not enter upon the Easement Areas or make any other use thereof. Without limiting the generality of the foregoing:

3.1 City shall, at all times, exercise Easement Rights in a manner so as to prevent bodily harm to persons (whomsoever) and damage to property (whatsoever). Precautionary measures shall include, without limitation, reasonable security measures necessary to (a) prevent access to the Easement Areas during such times as the exercise of Easement Rights may cause the Easement Areas to be in an unsafe condition, and (b) protect PSE's energy facilities from damage or interference.

3.2 PSE has historically used, and anticipates increased use of, the Property as operating utility property in connection with the transmission and distribution of electricity and gas for power, heat, light, and any other purpose for which energy may be used. City shall, at all times, exercise Easement Rights in a manner which will not disturb, interfere with or otherwise impair the safe, continuous and reliable operation of PSE's energy facilities, including legal and safe electrical and other clearances, or obstruct access to such facilities. Without limiting the generality of the foregoing, City shall at all times:

3.2.1 Exercise Easement Rights so as to maintain legal and safe clearances from PSE's energy facilities; and

3.2.2 Exercise Easement Rights so that such exercise does not obstruct PSE's access to portions of PSE's energy facilities and permits the free passage (subject to the terms and conditions of Section 6) of all equipment, vehicles and personnel as may be necessary for the maintenance, repair and replacement of PSE's energy facilities. Without

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limiting the generality of the foregoing, if City maintains gates or other access restrictions to any part of the Easement Areas, PSE shall be provided with a means of access, free of cost. However, PSE shall provide, for its own use, locks to secure such gates.

3.3 If, at any time, the exercise of Easement Rights shall disturb, interfere or otherwise impair the safe, continuous and reliable operation, consistent with prudent utility practices, of PSE's energy facilities, City shall immediately cease and discontinue the exercise of such Easement Rights to the extent reasonably necessary to curtail such disturbance, interference or improvement.

If City anticipates that the exercise of Easement Rights may disturb, interfere with or otherwise impair the safe, continuous and reliable operation of PSE's energy facilities, City shall give PSE fourteen (14) days' advance written notice or, if an emergency exists, as much advance written, telephonic or verbal notice as is reasonably possible under the circumstances, of such interference so PSE may (although PSE shall not be obligated to) take such action as is necessary to accommodate the exercise of such Easement Rights in response to such request. PSE shall use its best efforts to accommodate such request; provided, however, PSE may refuse any or all such requests or may discontinue actions undertaken in response to such requests if PSE reasonably determines that such actions are not feasible or would impair the safe, continuous and reliable operation of PSE's energy facilities.

PSE shall promptly respond to any request for accommodation and shall provide an estimate of costs PSE expects would be incurred in connection therewith and an estimate of the time required to so accommodate. City shall reimburse PSE for all actual reasonable costs incurred in connection with such accommodation with thirty (30) days of receipt of an invoice therefor. For purposes of this paragraph, "costs" shall be defined as all direct or assignable costs of materials, labor and services, including overhead, in accordance with charges for transportation of personnel, material and equipment, storage expense of material, and rental equipment.

3.4 Except during construction or when exercising other Easement Rights of short duration, City shall not cause or permit any equipment, supplies, vehicles or other items to be kept or stored upon the Easement Areas. In no event shall City store or maintain flammable or explosive materials upon the Easement Areas. City shall at all times keep the Easement Areas clear of all rubbish, refuse and other debris, which result from the exercise of Easement Rights.

3.5 Upon completion of the exercise of any Easement Rights which may disturb the surface or subsurface of the Easement Areas (or any of PSE's improvements thereon), City shall restore the Easement Areas (and any of PSE's improvements thereon) to a condition as good as or better than the condition the Easement Areas (or such improvements) were in prior to such disturbance.

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3.6 If and to the extent the City may cause any excavation of the Easement Areas, such excavation shall be done and completed with the highest degree of care so as to not disturb or impair the structural integrity of PSE's energy facilities.

3.7 City shall exercise Easement Rights in a manner that will not adversely affect existing drainage courses or capacity. However, City may install biofiltration facilities as described in the Plans, and, in addition, City may install temporary "detention ponds" during construction, but such ponds shall be removed, and the areas restored to their current condition, at completion of initial construction of the Improvements.

3.8 City shall promptly pay (and secure the discharge of any liens against the Easement Areas asserted by) all persons and entities furnishing any labor, equipment, services, supplies, materials or other items in connection with the exercise of Easement Rights.

3.9 City shall designate in writing authorized representatives who shall be present at the Easement Areas at all times during all major construction or maintenance activities and all activities which may physically disturb any of PSE's improvements on the Easement Areas. Such authorized representatives shall be so designated prior to the commencement of the exercise of such Easement Rights requiring the presence of an authorized representative. The authorized representatives shall have authority to stop work on a temporary basis.

3.10 In connection with exercise of Easement Rights, City shall provide PSE with the following information without cost:

3.10.1 Upon execution of this Agreement and at least thirty (30) days prior to any major future construction, repair, alteration or removal of the Improvements (except when emergency conditions make such prior notice impracticable), City shall provide PSE with a work schedule detailing the location and time of performance and completion of such activities. If required, the work schedule shall be updated by City on a monthly basis to show the progress of performance throughout the construction period; and

3.10.2 Promptly after completion of construction of the Improvements, and promptly after any alteration of the Improvements, City shall provide PSE with "as built" drawings and surveys showing the location and elevation of the Improvements and any other alterations made upon or to the Easement Areas; and

3.10.3 Upon PSE's request, City shall provide PSE with copies of all tests, surveys, drawings or other documents prepared with respect to the Easement Areas.

The information required under Section 3.10 is to be provided for informational purposes only. PSE's receipt of the foregoing information, and any review, analysis or consideration thereof by PSE, or PSE's failure to review, analyze or consider such information (including,

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without limitation, failure to discover any error, defect or inadequacy of such information), shall not relieve City of any of its obligations under this Agreement.

3.11 City shall pay all costs necessary to reestablish existing survey references and hubs destroyed or lost in connection with City's exercise of Easement Rights.

#### 4. Liability.

4.1 City shall defend, indemnify and hold harmless PSE, PSE's directors, officers, employees, agents, servants and representatives (and the respective successors and assigns of each and all of the foregoing) from and against any and all claims, liens, demands, actions, costs, losses, expenses, harm, damages and liability (including but not limited to, attorneys' fees) of any kind or character asserted or arising from, on account of, or in connection with: (i) City's exercise of the rights, benefits and privileges granted to City by this Agreement or any breach of this Agreement by City, (ii) the acts or omissions of City (and City's agents), servants, employees, consultants, contractors, subcontractors (of any tier), representatives, licensees, invitees, or visitors in or upon the Easement Areas or (iii) any damages to or failure of the Improvements (whether due to the acts or omissions of the City or any other cause) resulting in any damage or injury (whether on or off the Easement Areas) to any person or property, or any interest of any person or entity whatsoever; provided however, nothing herein shall require City to so indemnify and hold harmless PSE to the extent of the negligence or other fault on the part of PSE, its directors, officers, agents, servants, employees, representatives, licensees, invitees or visitors. City's obligation to defend shall include, but is not limited to, the obligation to diligently provide for the defense (by City attorneys or other counsel reasonably acceptable to PSE) of any action in which PSE is named as a party. PSE shall reimburse City for cost and expenses, including attorney's fees, that City incurs in defending any suit or action pursuant to this Section, to the extent that PSE, its agents, servants, employees, consultants, contractors, subcontractors (of any tier), representatives, licensees, invitees or visitors are adjudged negligent in a final, nonappealable judgment entered by a competent legal body. In the event PSE provides its own defense in a suit or action covered by this Section, City shall not be required to reimburse PSE for such costs and expenses, including attorney's fees, to the extent that PSE, its agents, servants, employees, consultants, contractors, subcontractors (of any tier), representatives, licensees, invitees or visitors are adjudged negligent in a final, nonappealable judgment entered by a competent legal body. As between the parties and for the purposes only of the foregoing obligations, City waives any immunity, defense or other protection that may be afforded by any workers' compensation, industrial insurance or similar laws (including but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington). This Section 4.1 has been mutually negotiated by the parties.

CITY INITIALS

PSE INITIALS

4.2 City is and may remain self-insured. City shall require any contractor and subcontractor to maintain insurance coverage in accordance with terms and conditions specified in Section 4.3.

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4.3 If at any time during the term of this Agreement City ceases to be self insured, or any of City's rights under this Agreement are acquired by an assignee or any other third party, then City (or assignee or other third party as the case may be) shall, at its sole expense, maintain in full force and effect at all times during the term of this Agreement the following insurance coverages, in accordance with the foregoing terms and conditions, with policy limits not less than those set forth below:

- (a) Workers' Compensation Insurance as required by statute.
- (b) Employer's Liability Insurance: \$1,000,000.
- (c) General Liability coverage including: Premises-Operations, Contractual, Broad Form Property Damage and Independent Contractors coverage, and containing a "Cross-Liability" or "Severability of Interest" clause; such policy must provide at a minimum: Bodily Injury and Property Damage on a combined single limit of \$2,000,000 each Occurrence and \$2,000,000 General Aggregate.
- (d) Comprehensive Auto Liability Coverage (including own, hired and nonowned autos): Such policy must provide at a minimum: Bodily Injury and Property Damage on a combined single limit of \$2,000,000 each occurrence and \$2,000,000 general aggregate.

All such policies of insurance (except workers' compensation) shall:

- (a) name PSE as an additional insured with respect to any and all claims or liabilities arising out of or in connection with this Agreement;
- (b) be primary insurance with respect to the interest of PSE (and any other insurance maintained by PSE shall be excess and noncontributory with such insurance);
- (c) not include the Explosion, Collapse or Underground exclusion sometimes referred to as "XCU" hazards;
- (d) provide that failure of City to report a claim shall not prejudice the right of PSE;
- (e) provide that PSE shall have no obligation for the payment of any premium due for such policy or insurance; and
- (f) provide that such policy shall not be canceled or limits on liability reduced without thirty (30) days' prior notice to PSE.

City (or its successor in interest) may, in maintaining the foregoing insurance coverages in accordance with the foregoing terms and conditions, cause such coverages in accordance with such terms and conditions to be maintained on its behalf, in whole or in part, by its agents,

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servants, employees, contractors, subcontractors (or any tier), consultants or representatives; provided, however, that the provision of such coverages on such terms and conditions by others on City's behalf, in whole or in part, shall not release City from its obligation to PSE to ensure that such coverages or such terms and conditions are so maintained in full force and effect.

4.4 Prior to City's exercise of its rights arising under this Agreement, City shall deliver to PSE Certificates of Insurance evidencing that policies of insurance providing such provisions, coverages and limits as set forth above are in full force and effect.

4.5 City shall cause any person or entity maintaining the insurance on its behalf in compliance with this Agreement to waive all rights of subrogation against PSE, PSE's directors, officers, employees, agents, servants and representatives (and the respective successors and assigns of each of the foregoing).

4.6 The requirements of this Agreement as to insurance are not intended to and shall not, in any manner, limit or qualify the liabilities and obligations assumed by City under this Agreement.

4.7 PSE may, from time to time, upon written notice to City, increase or otherwise alter the insurance coverages required under Section 4.3 as reasonably required in order to maintain substantially equivalent levels of protection for the activities contemplated under this Agreement.

5. **Reserved Rights.** All rights other than those specifically granted to City in this Agreement are reserved to PSE. City acknowledges that, subject to the limitations set forth in Section 6, and to the extent not inconsistent with the rights granted to City in this Agreement, PSE may use the Property for its utility business or for any other purpose. Without limiting the generality of the foregoing:

5.1 PSE currently plans, and PSE and PSE's successors and assigns shall be entitled, to construct and operate within PSE's right-of-way (and of necessity at various locations over, across and along portions of the Easement Areas) at least two additional 230 kilovolt, three-phase transmission lines and appurtenances, which may be supported by a single set or separate sets of transmission poles and towers.

5.2 If at any time PSE elects to de-energize that portion of its electrical facilities as may be maintained upon the Easement Areas, City shall, at PSE's request, take such action as PSE shall direct as is necessary to enable PSE to re-energize its electrical facilities upon advance notice of one (1) hour.

5.3 PSE and PSE's successors and assigns may use the Road or any portion thereof for any purpose not inconsistent with City's rights; provided, however, PSE or its successors and assigns shall repair or pay the cost of repairing any damage, in excess of normal wear and tear, attributable to such use of the Road. Except as otherwise permitted by

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this Agreement, the Road shall not be blocked, and City shall be provided with access gates (and keys to gates) at appropriate locations and intervals if PSE or its successors or assigns choose to install a fence along the Road that would otherwise preclude access to all or any portion of the Pipeline.

5.4 If PSE intends to install additional energy facilities or otherwise use the Patrol Road Easement Area and Catchbasin Connection Easement Areas and if, in the sole judgment of PSE, the location, existence and use of the Road (and/or the catch-basins and underground pipelines between the catch-basins and the storm water detention/retention vaults) interferes with such installation or use to the extent that it is impracticable or substantially more expensive to accomplish such installation or use, or that such installation or use may pose a hazard because of the location, existence or use of the Road (and/or the catch-basins and underground pipelines between the catch-basins and the storm water detention/retention vaults), PSE shall give City reasonable advance written notice (not less than sixty (60) days) of such intention, together with preliminary plans and specifications for such installation, identifying the potential interference or hazard and design information relating thereto. Upon receipt of such notice, City (or, if mutually agreeable, PSE) shall modify or relocate the Road (and/or the catch-basins and underground pipelines between the catch-basins and the storm water detention/retention vaults) so as to remove the interference or hazard, to PSE's satisfaction, prior to the scheduled date of commencement of PSE's construction. City shall bear all costs of permitting associated therewith, and City and PSE shall each bear one-half of the costs of physically modifying or relocating the Road (and/or the catch-basins and underground pipelines between the catch-basins and the storm water detention/retention vaults). Upon not less than sixty (60) days' written notice from PSE, City shall abandon any such portion of the Patrol Road Easement Area and Catchbasin Connection Easement Areas from which the Road (and/or the catch-basins and underground pipelines between the catch-basins and the storm water detention/retention vaults) has been relocated and shall deliver to PSE a quit claim deed to such area to evidence such abandonment.

5.5 City acknowledges that PSE anticipates it may sell for non-utility residential, commercial or industrial development and use all or any portion of PSE's right-of-way that in the future will require use of the Easement Areas by PSE, future owners of such tracts and the public for access and utilities. Subject to the provisions of Sections 6 and 7, City shall accommodate such use and hereby consents to such use. Without limiting the generality of the foregoing:

5.5.1 City shall allow the installation, maintenance and use of any roadway or roadways along or across the Easement Areas and the installation and maintenance and use of any utilities across Easement Areas that may be required in the development of such sold portions of PSE's right-of-way; provided (i) plans for such roadways and utilities are submitted to City prior to construction or use thereof and City shall have the right to submit comments on such plans in accordance with the provisions of Section 7.2 and (ii) such crossings shall be spaced at least one hundred fifty feet (150') apart.

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5.5.2 If City's operation or maintenance of the Pipeline requires disturbance of any such roadway or utilities along or across Easement Areas, City shall, to the extent possible, minimize interference with access by PSE and others along and across the Easement Areas and shall promptly restore any roadway and utilities to the same condition as they were in prior to such disturbance, at City's sole cost.

5.5.3 If requested by PSE in connection with a sale for non-utility residential, commercial or industrial development and use, City shall relocate the Road (and/or the catch-basins and underground pipelines between the catch-basins and the storm water detention/retention vaults) to another area within PSE's right-of-way designated by PSE, which may (but need not) be within the Pipeline Easement Area, at PSE's sole cost. Upon not less than sixty (60) days' written notice from PSE, City shall abandon any such portion of the Patrol Road Easement Area and Catchbasin Connection Easement Areas from which the Road (and/or the catch-basins and underground pipelines between the catch-basins and the storm water detention/retention vaults) has been relocated and shall deliver to PSE a quit claim deed to such area to evidence such abandonment.

#### 6. Cooperative Utility Conduct.

6.1 Except in connection with any energy system improvements, PSE, its successors and assigns, shall not install structures or paved roads, place trees, shrubbery, rockery, or fences or store any heavy equipment or materials upon the Pipeline Easement Area without the prior written consent of City, which shall not be unreasonably withheld or conditioned, or unduly delayed.

6.2 Based on as-built plans pertaining to the Pipeline, PSE, its successors and assigns, shall allow City's Superintendent of Public Utilities to review and approve (which approval shall not be unreasonably withheld or conditioned, or unduly delayed) any plans to excavate within twenty-five (25) feet from the centerline of the Pipeline or to change the grade, by either cut or fill, within twenty-five (25) feet of the Pipeline. If PSE lowers grade to less than three (3) feet cover, PSE will provide a structural cover to protect the Pipeline and appurtenances thereto. Such cover must have Washington State P.E. stamp-approval of the design. PSE, may at its expense, lower the Pipeline, subject to the City's review and approval of the plans.

6.3 Neither PSE nor the City shall permit any blasting or discharge of other explosives within three hundred (300) feet of any of the other party's facilities without the express written approval of the other party.

6.4 Vehicular equipment/machinery, wheeled or tracked, exceeding a gross weight of 32,000 pounds per axle (HS 20-44) will be prohibited within the Pipeline Easement Area except that if loads exceeding such standards are required for the operation or maintenance of PSE's energy facilities, the City, upon written notice, will within three (3) working days take steps as may be required to protect the Pipeline and allow PSE to transport such loads, at no cost to PSE.

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7. **Nonexclusivity.**

7.1 City's rights under this Agreement are nonexclusive and PSE may grant rights to others to use the Easement Areas for any purpose not inconsistent with City's rights hereunder, subject to the provisions of Section 7.2.

7.2 Prior to the grant of rights to others pursuant to Section 7.1, City shall be provided with copies of the plans (if available) or the proposals for such proposed rights. The City shall have thirty (30) days in which to submit any comments on such plans or proposals after receipt of same; however, City shall make every effort to expedite its submission of comments to accommodate PSE's (or such grantee's) schedule. Written response to City's comments shall be provided to the City prior to granting such rights. If necessary, in an emergency situation, City shall waive the condition that written responses be received prior to any grant of such rights. City's right to comment and require responses to such comments shall not be construed as granting City any right to condition or prevent the grant of such rights, except that to ensure protection of the Pipeline to the reasonable satisfaction of City, PSE shall not grant permission to third parties for other public or private utilities to use or cross the Pipeline Easement Area without approval of City. Approval will not be unreasonably withheld or conditioned, or unduly delayed, except that (a) approval for longitudinal use of more than fourteen (14) linear feet of any one portion of the Pipeline Easement Area may be withheld or conditioned in City's sole discretion, (b) electrical facilities crossing over or otherwise within the Pipeline Easement Area must be designed to provide a minimum overhead clearance of twenty-five (25) feet, (c) underground utility crossings must maintain a minimum clearance of one (1) foot above or under the Pipeline, and (d) sewers must maintain an undercrossing minimum clearance of eighteen (18) inches or be constructed to watermain standards.

7.3 **Rights of First Offer.**

7.3.1 **Notice of Proposed Sale.** If at any time PSE shall desire (except pursuant to merger or other business reorganization, or for purposes of a public recreational trail, in which event this Section shall not apply) to sell, transfer, assign or convey all or any portion of or any interest in the Property (i) for a longitudinal use of the Property within ten (10) feet of the Pipeline Easement Area or (ii) pursuant to Section 5.5 (either of the foregoing, a "Transfer"), PSE shall first deliver to City written notice of PSE's desire to complete a Transfer of the Property (or portion thereof or interest therein), together with PSE's proposed written contract for the Transfer.

7.3.2 **City's Right to Purchase.** City shall have the right to purchase the Property (or portion thereof or interest therein) by quit-claim deed for the purchase price and subject to all conditions and restrictions (e.g., use restrictions, insurance requirements, indemnity obligations) set forth in such proposed contract in favor or for the benefit of PSE by giving written notice to PSE within one hundred twenty (120) days following receipt of the PSE's notice (the "Response Period"). If City does not give such written notice within the Response Period, such failure shall be deemed to constitute City's election not to purchase the

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Property (or portion thereof or interest therein). If City gives such written notice, PSE shall be bound to complete the Transfer and City shall be bound to purchase the Property (or portion thereof or interest therein), by quit-claim deed and subject to such conditions and restrictions, and the closing of the purchase shall take place on the later of (a) the date for closing set forth in such contract, or (b) ninety (90) days after PSE received such written notice from City (the "Purchase Date").

**7.3.3 Subsequent Sales of Property.** If City shall elect not to exercise its right of first offer, PSE shall be free to proceed to negotiate such a Transfer of the Property or portion thereof or interest therein covered by the contract, but no such Transfer shall be made at a price (i) more than ten percent (10%) less than the price offered to City or otherwise on terms materially less favorable to PSE without first sending to City a new notice setting forth such new price and/or terms, in which event City shall have a further thirty (30) day Response Period in which to elect to purchase at the new price and/or subject to such conditions and restrictions in favor or for the benefit of PSE as are set forth therein. If the Transfer to any such proposed purchaser is not consummated within the period described in the contract, as the same may be extended by written agreement, any Transfer thereafter, whether to the same or any other purchaser, shall be subject to all the above provisions relating to City's right of first offer.

**7.3.4 Estoppel Certificates.** City agrees that at any time and from time to time (but on not less than ten (10) days' prior request by PSE), City will execute, acknowledge and deliver to PSE a certificate indicating any or all of the following (or specifying why such certification would be untrue): (a) that City was offered the opportunity to purchase the Property (or a portion thereof or interest therein) pursuant to this Section 7.3; (b) City elected not to purchase hereunder; and (c) such other matters as may be reasonably requested by PSE. Any such certificate may be relied upon by PSE and any prospective purchaser of the Property (or portion thereof or interest therein) that is the subject of a Transfer.

**8. Assignments; Delegation.** This Agreement and the rights granted hereunder are personal to the City and may not be assigned without PSE's prior written consent (which shall not be unreasonably withheld) and any assignment of City's rights or interests in and under this Agreement without PSE's consent shall be null, void and without effect; provided, however, City may, without PSE's prior consent, assign its rights hereunder to a duly constituted public authority, commission or agency, one of whose primary responsibilities is the purveyance of water to the public. If City should cause, sanction, suffer or otherwise permit (by contract or otherwise) any person, agent, servant, employee, contractor, subcontractor (of any tier), consultant, representative, licensee, invitee, visitor or other entity to exercise (or fail to exercise) the rights herein granted on its behalf, City shall be fully responsible to PSE for the acts or omissions of such person, agent, servant, employee, contractor, subcontractor (of any tier), consultant, representative, licensee, invitee, visitor or other entity as fully and to the same extent as if such acts or omissions were acts or omissions of City.

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9. **Local, State and Federal Laws.** The terms and conditions of this Agreement are subject to, and City shall at all times comply with, any and all laws, rules, regulations and ordinances applicable to the Easement Areas and City's use thereof.

10. **Notices.** Except as otherwise provided in Section 3 above, any notice, request, approval, designation, direction, statement or other communication (collectively "Notice") received or permitted under this Agreement shall be in writing and delivered in person or mailed, properly addressed and stamped with required postage to the following:

PSE: Puget Sound Energy, Inc.  
Corporate Facilities Department, OBC-11N  
P.O. Box 97034  
Bellevue, WA 98009-9734

City: Seattle Public Utilities  
Real Estate Services  
710 2nd Ave., 9th Floor  
Seattle, WA 98104

Either party may, from time to time, change such address by giving the other party Notice of such change in accordance with this Section 10.

#### 11. Termination

11.1 This Agreement and all City's rights hereunder shall terminate and revert to PSE upon abandonment of the Pipeline by the City and completion of the activities described in Section 11.3. City shall be presumed to have abandoned the Pipeline if City ceases to use the Pipeline for a period of twelve (12) successive years for purposes specified in Section 2. The temporary construction easement in the Construction Easement Area shall expire at the end of City's initial construction and the temporary easements in the Temporary Wetlands Easement Areas shall expire at the end of the applicable monitoring periods stated in governmental permits or approvals for such activities, at which such times City shall deliver to PSE letters to evidence such abandonment.

11.2 No termination of this Agreement shall release City or PSE from any liability or obligation with respect to any matter occurring prior to such termination.

11.3 Following abandonment of the Pipeline or any other termination of this Agreement, City shall, within a reasonable time, remove the Improvements and restore the Easement Areas to a condition as good as or better than they were in prior to construction of the Improvements or take other mutually agreeable measures to minimize the impact of the Improvements on the Easement Areas. Such removal and restoration or other measures shall be done at City's sole cost and in a manner satisfactory to PSE. If City fails, within a reasonable time, to remove its Improvements, restore the Easement Areas or take such other measures as are mutually agreed upon, PSE may, after reasonable notice to City, remove the

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Improvements and restore the Easement Areas or take such measures at the expense of City. In lieu of removal of the Improvements as provided above, PSE may, at its option, direct City to transfer the Improvements to PSE, whereupon this Agreement shall be deemed terminated and City shall have no further responsibility or liability under this Agreement arising after the date of transfer.

**12. Nonwaiver.** The failure of PSE to insist upon or enforce strict performance by City of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of PSE's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

**13. Survival.** With respect to matters arising prior to termination, the obligations imposed upon City under Sections 3.5, 3.8, 4 and 11 of this Agreement and all other provisions of this Agreement which may reasonably be interpreted or construed as surviving termination of this Agreement shall survive termination of this Agreement.

**14. Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes any and all prior agreements with respect to the subject matter hereof. This Agreement shall be construed as a whole. All provisions of this Agreement are intended to be correlative and complementary. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

**15. Miscellaneous.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respect as if such invalid and unenforceable provision were omitted. The headings of sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections, paragraphs or subparagraphs. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington.

**16. Successors.** Subject to the provisions of Section 8, the rights and obligations of PSE and City shall run with the Easement Areas and shall inure to the benefit of and be binding upon their respective successors and assigns.

**17. Parties in Interest.** Nothing in this Agreement is intended, nor shall any part of this Agreement be interpreted, to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third person or entity to any party to this Agreement.

**18. Exhibits.** Exhibits A and B attached hereto are made a part of this Agreement by this reference.

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EXECUTED as of the date first written above.

**Puget Sound Energy, Inc.:**

By: *R.S. McNulty*  
R.S. McNulty  
Its Director Corporate Facilities

**The City of Seattle (by and through Seattle Public Utilities):**

By: *Diana Gale*  
Diana Gale  
Director of Seattle Public Utilities

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 9<sup>TH</sup> day of FEBRUARY, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R.S. McNulty, to me known to be the person who signed as Director Corporate Facilities of Puget Sound Energy, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

*Wayne Bressler*  
Print Name: WAYNE BRESSLER  
Notary Public in and for the State of Washington,  
residing at SUNOMISH  
My commission expires: 8-15-98

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 29 day of January, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally

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appeared Diana Gale, to me known to be the person who signed as Director of Seattle Public Utilities, a department of the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that she was duly elected, qualified and acting as said officer of the municipal corporation, that she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Shirley Lukhang  
Print Name: Shirley Lukhang  
Notary Public in and for the State of Washington,  
residing at Seattle  
My commission expires: 2-21-99



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**EXHIBIT "A"**

**TOLT PIPELINE NO. 2, PHASE II  
PIPELINE EASEMENT  
PUGET SOUND ENERGY  
JANUARY 12, 1998**

Those portions of the Southeast quarter and the Northeast quarter of Section 35, the Northwest quarter of Section 36 in Township 26 North, Range 5 East, W.M., the North half of Sections 31 and 32 in Township 26 North, Range 6 East, W.M., all in King County, Washington, described as follows:

Commencing at a point on the North margin of NE 104th Place (160th Avenue NE) being the Southwest corner of Lot 1 in the Plat of Redmond Estates No. 9 as recorded in Volume 111 of Plats, page 51-52, records of King County, Washington; thence North 69°37'59" East along the South line of said plat 280.00 feet to the Point of Beginning; thence continuing North 69°37'59" East along said South line 480.45 feet to the East line of said plat; thence continuing North 69°37'59" East 7.60 feet; thence North 35°32'22" East 76.72 feet; thence North 01°30'09" East along a line parallel with and 50.00 feet East of the East line of said plat 774.84 feet to the South line of the Northeast quarter of said Section 35; thence North 00°55'37" East along a line parallel with and 50.00 feet East of the East line of the Plat of Redmond Estates No. 10 as recorded in Volume 113 of Plats, page 49-50, records of said county 599.81 feet to the South margin of Northeast 110th Street; thence along said North margin and along a curve to the right having a radius of 670.00 feet through a central angle of 02°41'47" an arc distance of 31.53 feet; thence South 00°55'37" West parallel with said East line of Redmond Estates No. 10 610.09 feet to said South line of the Northeast quarter of said Section 35; thence South 01°30'09" West parallel with said East line of Redmond Estates No. 9 181.70 feet; thence South 88°29'51" East 10.00 feet; thence South 01°30'09" West parallel with said East line of Redmond Estates No. 9 290.00 feet; thence North 88°29'51" West 10.00 feet; thence South 01°30'09" West parallel with said East line of Redmond Estates No. 9 312.04 feet; thence South 35°32'22" West 95.10 feet; thence South 69°37'59" West parallel with said South line of Redmond Estates No. 9 497.25 feet; thence North 20°22'01" West 30.00 feet to the Point of Beginning.

Together with a detached parcel commencing at the Southeast corner of the North one-half of the Southeast quarter of the Northeast quarter of said Section 35; thence North 87°58'40" West along the South line of said subdivision 205.04 feet; thence North 00°55'37" East 5.1' feet to the North margin of NE 110th Street and the Point of Beginning; thence along said North margin and along a curve to the left having a radius of 730.00 feet through a central angle of 03°40'16" an arc distance of 46.77 feet; thence North 00°55'37" East along a line parallel with and 250.00 feet West of the East line of said Northeast quarter of said Section 35 356.27 feet; thence North 47°44'37" East 54.86 feet; thence North 00°55'37" East along a line parallel with and 210.00 feet

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West of the East line of said Northeast quarter of said Section 35 161.01 feet; thence North 46°27'59" East 174.23 feet to the North line of the Southeast quarter of said Northeast quarter; thence South 87°59'39" East along said North line 85.66 feet to the East line of said Northeast quarter of Section 35; thence South 88°45'00" East along the North line of the Southwest quarter of the Northwest quarter of said Section 36 1,317.62 feet to the East line of said subdivision; thence South 00°53'43" West along said East line 30.00 feet; thence North 88°45'00" West parallel with said North line 1,317.64 feet to the West line of said Northwest quarter of Section 36; thence North 87°59'39" West parallel with said North line of the Southeast quarter of the Northeast quarter of said Section 35 74.60 feet; thence South 46°27'59" West 147.67 feet; thence South 00°55'37" West parallel with and 180.00 feet West of said East line of the Northeast quarter of Section 35 161.40 feet; thence South 47°44'37" West 34.29 feet; thence South 00°55'37" West parallel with and 205.00 feet West of said East line of the Northeast quarter of Section 35 344.64 feet to the Point of Beginning.

Together with the North 30.00 feet of Government Lot 2 and the North 30.00 feet of the Southeast quarter of said Northwest quarter of Section 31 lying west of Avondale Road.

Together with the North 30.00 feet of the South one-half of the North one-half of said Section 31 lying East of Avondale Road and West of 196th Avenue NE.

Together with a parcel beginning at a point on the East margin of Avondale Road NE lying 30.00 feet South of the North line of the Southeast quarter of the Northwest quarter of said Section 31; thence South 10°37'46" West along said East margin 20.08 feet; thence South 82°36'01" East 27.96 feet; thence North 07°23'59" East 20.00 feet to a point 30 feet South of the North line of said subdivision; thence North 82°36'01" West parallel with the North line of said subdivision 26.84 feet, more or less, to the East margin of Avondale Road NE and the Point of Beginning.

Together with the North 30.00 feet of the Southwest quarter of the Northwest quarter of said Section 32 lying West of 200th Avenue NE and East of 196th Avenue NE, except the South 15.00 feet of the East 100.00 feet thereof.

Together with the North 30.00 feet of the Southeast quarter of the Northwest quarter of said Section 32 lying West of 204th Avenue NE and East of 200th Avenue NE.

Together with a parcel beginning at a point on the East margin of 200th Avenue NE lying South 02°43'25" West of the intersection of the North line of the Southeast quarter of the Northwest quarter of Section 32 30.00 feet and the Point of Beginning; thence South 87°15'29" East 37.00 feet; thence South 02°44'31" West 18.00 feet; thence North 87°15'29" West parallel with said North line 37.00 feet to the East margin of 200th Avenue NE; thence North 02°43'25" East along said East margin 18.00 feet to the Point of Beginning.

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Together with a parcel beginning at the Northwest corner of the Southwest quarter of the Northeast quarter of said Section 32 being a point on the East margin of 204th Avenue NE; thence South 87°22'27" East along the North line of said subdivision 623.32 feet to the West margin of 206th Avenue NE; thence South 00°12'10" West along said West margin 30.03 feet; thence North 87°22'27" West parallel with said North line 470.76 feet; thence South 76°15'53" West 71.00 feet; thence North 87°22'27" West parallel with said North line 53.57 feet; thence North 65°21'44" West 32.81 feet to said East margin; thence North 00°01'20" East along said East margin 37.74 feet to the Point of Beginning.

Together with the North 30.00 feet of the South one-half of the Northeast quarter of said Section 32 lying East of 206th Avenue NE.

Together with a parcel commencing at a point on the East margin of 206th Avenue NE, said point being on the North line of the Southwest quarter of the Northeast quarter of said Section 32; thence South 00°12'10" West along said East margin 30.03 feet to the Point of Beginning; thence South 87°22'27" East parallel with said North line 135.09 feet; thence North 89°17'05" West 134.98 feet to said East margin of 206th Avenue NE; thence North 00°12'10" East along said East margin 4.50 feet to the Point of Beginning.

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**EXHIBIT "A"**

**TOLT PIPELINE NO. 2., PHASE III  
PIPELINE EASEMENT  
PUGET SOUND ENERGY  
JANUARY 12, 1998**

Those portions of the Northeast quarter of Section 33 and the Northwest quarter of Section 34, Township 26 North, Range 6 East, W.M., King County, Washington, described as follows:

The North 30.00 feet of the South one-half of said Northeast quarter of Section 33 lying West of the West margin of 224th Avenue NE and lying East of the East margin of said 224th Avenue NE.

Together with the North 30.00 feet of the Southwest quarter of said Northwest quarter of Section 34, lying West of the Northwest margin of NE Novelty Hill Road.

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**EXHIBIT "B"**  
**TOLT PIPELINE NO.2, PHASE II**  
**TEMPORARY EASEMENT**  
**PUGET SOUND ENERGY**  
**JANUARY 12, 1998**

K517  
K518

Those portions of the Southeast quarter and the Northeast quarter of Section 35, and the Northwest quarter of Section 36, in Township 26 North, Range 5 East, W.M. and the North one-half of Sections 31 and 32, in Township 26 North, Range 6 East, W.M., all in King County, Washington, described as follows:

Commencing at a point on the North margin of NE 104th Place (160th Avenue NE) being the Southwest corner of Lot 1 in the Plat of Redmond Estates No. 9 as recorded in Volume 111 of Plats, pages 51-52, records of said county; thence Southeasterly along said North margin and along a curve to the left having a radius of 287.38 feet through a central angle of 06°25'55" an arc distance of 32.26 feet to the Point of Beginning; thence North 69°37'59" East parallel with and 30.00 feet South of the South line of said plat 765.43 feet; thence North 35°32'22" East 95.10 feet; thence North 01°30'09" East parallel with and 80.00 feet East of the East line of said plat 312.04 feet; thence South 88°29'51" East 10.00 feet; thence North 01°30'09" East parallel with and 90.00 feet East of the East line of said plat 290.00 feet; thence North 88°29'51" West 10.00 feet; thence North 01°30'09" East parallel with and 80.00 feet East of the East line of said plat 181.70 feet to the South line of said Northeast quarter of Section 35 thence North 00°55'37" East parallel with and 80.00 feet East of the East line of the plat of Redmond Estates No. 10 as recorded in Volume 113 of Plats, pages 49-50, records of said county 610.09 feet to the South margin of NE 110th Street; thence Northeasterly along said margin and along a curve to the right having a radius of 670.00 feet through a central angle of 08°19'31" an arc distance of 97.35 feet; thence South 00°55'37" West parallel with and 175.00 feet East of said East line 58.53 feet; thence North 89°04'23" West 25.00 feet; thence South 00°55'37" West parallel with and 150.00 feet East of said East line of Redmond Estates No. 10 573.81 feet to said South line of the Northeast quarter of Section 35; thence South 01°30'09" West parallel with and 150.00 feet East of said East line of Redmond Estates No. 9 239.05 feet; thence North 88°29'51" West 20.00 feet; thence South 01°30'09" West parallel with and 130.00 feet East of said East line 523.62 feet; thence South 35°32'21" West 167.05 feet; thence South 55°48'27" West 146.46 feet; thence South 69°37'59" West parallel with and 105.00 feet South of the South line of said plat 159.00 feet; thence North 20°22'01" West 15.00 feet; thence South 69°37'59" West parallel with and 90.00 feet South of said South line 356.02 feet; thence South 21°02'28" West 47.47 feet to said North margin of NE 104th Place; thence Northwesterly along said North margin and along a curve to the right having a radius of 287.38 feet through a central angle of 23°56'34" an arc distance of 120.09 feet to the Point of Beginning.

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Together with a detached parcel commencing at the Southeast corner of the North one-half of the Southeast quarter of the Northeast quarter of said Section 35; thence North 87°58'40" West along the South line of said subdivision 205.04 feet; thence North 00°55'37" East 5.14 feet to the North margin of NE 110th Street and the Point of Beginning; thence continuing North 00°55'37" East along a line parallel with and 205.00 feet West of the East line of said Northeast quarter of Section 35 344.64 feet; thence North 47°44'37" East 34.29 feet; thence North 00°55'37" East 161.40 feet; thence North 46°27'59" East 147.67 feet; thence South 88°45'00" East 74.60 feet to the East line of said Northeast quarter of Section 35; thence continuing South 88°45'00" East parallel with and 30.00 feet South of the North line of the Southwest quarter of the Northwest quarter of said Section 36 1,317.64 feet to the East line of said subdivision; thence South 00°53'43" West along said East line 50.00 feet; thence North 88°45'00" West parallel with said North line 192.37 feet; thence North 01°15'00" East 35.00 feet; thence North 88°45'00" West parallel with said North line 220.00 feet; thence South 01°15'00" West 55.00 feet; thence North 88°45'00" West parallel with said North line 253.00 feet; thence South 01°15'00" West 100.00 feet to the North margin of NE 111th Street; thence North 88°45'00" West along said North margin 110.00 feet; thence North 01°15'00" East 120.00 feet; thence South 68°37'49" West 156.00 feet; thence North 88°45'00" West parallel with said North line 397.95 feet to the West line of said Northwest quarter of Section 36; thence South 00°55'37" West along said West line 110.00 feet; thence North 88°45'00" West parallel with said North line 125.00 feet; thence South 00°55'37" West parallel with said East line of the Northeast quarter of Section 35 398.02 feet to said North margin of NE 110th Street; thence Southwesterly along said North margin and along a curve to the left having a radius of 730.00 feet through a central angle of 06°23'40" an arc distance of 81.47 feet to the Point of Beginning.

Together with a detached parcel beginning at a point on the West line of the East 250.00 feet of said Northeast quarter of Section 35 lying North 00°55'37" East 356.27 feet from the North margin of NE 110th Street; thence North 00°55'37" East along said West line 159.30 feet; thence North 46°27'59" East 56.04 feet; thence South 00°55'37" West parallel with said West line 161.01 feet; thence South 47°44'37" West 54.86 feet to the Point of Beginning.

Together with a detached parcel commencing at a point on the South margin of NE 110th Street said point being the Northeast corner of Lot 36 in the plat of Redmond Estates No. 10 as recorded in Volume 113 of Plats, pages 49-50, records of said county; thence Northeasterly along said margin and along a curve to the right having a radius of 670.00 feet through a central angle of 04°35'55" an arc distance of 53.78 feet; thence South 00°55'37" West parallel with and 50 feet East of the East line of said plat 164.94 feet to the Point of Beginning; thence continuing South 00°55'37" West 417.00 feet to a point hereinafter referred to as Point "A"; thence North 89°04'23" West 25.00 feet; thence North 00°55'37" East parallel with said East line 224.00 feet; thence North 89°04'23" West 25.00 feet to the East line of said plat; thence North 00°55'37" East along said East line 127.00 feet; thence South 89°04'23" East 25.00 feet; thence North 00°55'37" East parallel with said East line 66.00 feet; thence South 89°04'23" East 25.00 feet to the Point of Beginning.



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Together with a detached parcel commencing at aforementioned Point "A"; thence South 00°55'37" West 17.87 feet to the South line of said Northeast quarter of Section 35; thence South 01°30'09" West along a line parallel with and 50.00 feet East of the East line of said plat of Redmond Estates No. 9 385.98 feet to the Point of Beginning; thence continuing South 01°30'09" West 39.00 feet; thence North 88°29'51" West 10.00 feet; thence North 01°30'09" East parallel with said East line 39.00 feet; thence South 88°29'51" East 10.00 feet to the Point of Beginning.

Together with a detached parcel beginning at a point on the West line of Government Lot 2 of said Section 31 lying South 01°07'06" West 30.18 feet from the Northwest corner thereof; thence South 82°36'01" East parallel with the North line of said subdivision 1,221.36 feet to the East line thereof; thence continuing South 82°36'01" East parallel with the North line of the Southeast quarter of the Northwest quarter of said section 439.27 feet to the West margin of Avondale Road; thence South 10°37'46" West along said West margin 143.79 feet to a point of curve; thence along said curve to the left having a radius of 1,242.00 feet, through a central angle of 02°36'19" an arc distance of 56.47 feet; thence North 82°36'01" West parallel with said North line 69.03 feet; thence North 44°32'05" West 210.85 feet; thence North 82°36'01" West parallel with said North line 121.00 feet; thence South 07°23'59" West 30.00 feet; thence North 82°36'01" West 57.17 feet to the East line of said Government Lot 2; thence continuing North 82°36'01" West parallel with the North line of said Government Lot 2 459.83 feet; thence South 07°23'59" West 120.00 feet; thence North 82°36'01" West parallel with said North line 749.39 feet to the West line of said section; thence North 01°07'06" East along said West line 221.33 feet to the Point of Beginning.

Together with a detached parcel beginning at a point on the East margin of Avondale Road lying South 10°37'46" West 50.08 feet from the North line of the South one-half of the Northwest quarter of said Section 31; thence South 82°36'01" East parallel with said North line 27.96 feet; thence North 07°23'59" East 20.00 feet; thence South 82°36'01" East parallel with said North line 782.15 feet to the East line of said subdivision; thence South 85°38'19" East parallel with the North line of the South one-half of the Northeast quarter of said section 2,668.20 feet to the West margin of 196th Avenue NE; thence South 00°13'45" East along said West margin 70.23 feet; thence North 85°38'19" West parallel with said North line 99.07 feet; thence North 04°21'41" East 20.00 feet; thence North 85°38'19" West parallel with said North line 448.00 feet; thence South 04°21'41" West 20.00 feet; thence North 85°38'19" West 257.00 feet; thence North 04°21'41" East 20.00 feet; thence North 85°38'19" West parallel with said North line 185.00 feet; thence South 04°21'41" West 10.00 feet; thence North 85°38'19" West parallel with said North line 67.00 feet; thence North 04°21'41" East 10.00 feet; thence North 85°38'19" West parallel with said North line 505.00 feet; thence South 04°21'41" West 20.00 feet; thence North 85°38'19" West parallel with said North line 200.00 feet; thence North 04°21'41" East 20.00 feet; thence North 85°38'19" West parallel with said North line 567.00 feet; thence South 04°21'41" West 120.00 feet; thence North 85°38'19" West parallel with said North line 234.00



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feet; thence North 79°03'40" West 100.17 feet to the West line of said subdivision; thence continuing North 79°03'40" West 283.29 feet; thence North 82°36'01" West parallel with the North line of said South one-half of the Northwest quarter of Section 31 98.00 feet; thence North 07°23'59" East 90.00 feet; thence North 82°36'01" parallel with said North line 248.00 feet; thence South 07°23'59" West 20.00 feet; thence North 82°36'01" West parallel with said North line 204.79 feet to said East margin of Avondale Road; thence North 10°37'46" East along said East margin 50.08 feet to the Point of Beginning.

Together with a detached parcel beginning at a point on the East margin of 196th Avenue NE lying South 00°13'45" East 30.04 from the North line of the Southwest quarter of the Northwest quarter of said Section 32; Thence South 87°15'29" East parallel with said North line 1,269.72 feet; thence South 02°44'31" West 50.00 feet; thence North 87°15'29" West parallel with said North line 506.48 feet; thence South 02°44'31" West 20.00 feet; thence North 87°15'29" West parallel with said North line 202.00 feet; thence North 02°44'31" East 20.00 feet; thence North 87°15'29" West parallel with said North line 540.00 feet; thence South 02°44'31" West 20.00 feet; thence North 87°15'29" West parallel with said North line 19.21 feet to said East margin of 196th Avenue NE; thence North 00°13'45" West along said East margin 70.09 feet to the Point of Beginning.

Together with a detached parcel beginning at a point on the East margin of 200th Avenue NE lying South 02°43'25" West 48.00 feet from the North line of the Southeast quarter of the Northwest quarter of said Section 32; Thence South 87°15'29" East parallel with said North line 37.00 feet; thence North 02°44'31" East 18.00 feet; thence South 87°15'29" East parallel with said North line 1,105.66 feet to the West margin of 204th Avenue NE; thence South 00°01'20" West along said margin 70.08 feet; thence North 87°15'29" West parallel with said North margin 140.35 feet; thence North 02°44'31" East 20.00 feet; thence North 87°15'29" West parallel with said North line 555.00 feet; thence South 02°44'31" West 20.00 feet; thence North 87°15'29" West parallel with said North line 200.00 feet; thence North 02°44'31" East 20.00 feet; Thence North 87°15'29" West parallel with said North line 105.00 feet; thence South 02°44'31" West 50.00 feet; thence North 87°15'29" West parallel with said North line 145.60 feet to said East margin of 200th Avenue NE; thence North 02°43'25" East along said margin 82.00 feet to the Point of Beginning.

Together with a detached parcel beginning at a point on the East margin of 200th Avenue NE being a point on the North line of the Southeast quarter of the Northwest quarter of said Section 32; thence North 02°43'25" East along said East margin 60.58 feet; thence South 71°56'07" East 42.97 feet; thence South 42°15'29" East 27.18 feet; thence South 02°44'31" East 30.00 feet to said North line; thence 87°15'29" West along said North line 60.65 feet to the Point of Beginning.

Together with a detached parcel beginning at a point on the East margin of 204th Avenue NE lying South 00°01'20" West 37.74 feet from the Northwest corner of the Southwest quarter of

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the Northeast quarter of said Section 32; thence South 65°21'44" East 32.81 feet; thence South 87°22'27" East parallel with the North line of said subdivision 53.57 feet; thence North 76°15'53" East 71.00 feet; thence South 87°22'27" East 470.76 feet to the West margin of 206th Avenue NE; thence South 00°12'10" West along said West margin 50.04 feet; thence North 87°22'27" West parallel with said North line 171.03 feet; thence South 02°37'33" West 40.00 feet; thence North 87°22'27" West parallel with said North line 123.00 feet; thence North 02°37'33" East 40.00 feet; thence North 87°22'27" West 300.30 feet; thence South 02°44'31" West 20.00 feet; thence North 87°22'27" West parallel with said North line 27.79 feet to said East margin of said 204th Avenue NE; thence North 00°01'20" East along said margin 62.36 feet to the Point of Beginning.

Together with a detached parcel beginning at a point on the East margin of 206th Avenue NE lying South 00°12'10" West 34.53 Feet from the North line of the South one-half of the Northeast quarter of said Section 32; thence South 89°17'05" East 134.98 feet; thence South 87°22'27" East parallel with said North line 1,794.64 feet to the East line of said subdivision; thence South 00°44'22" West along said East line 50.03 feet; thence North 87°22'27" West parallel with said North line 581.53 feet; thence South 02°37'33" West 20.00 feet; thence North 87°22'27" West parallel with said North line 224.00 feet; thence North 02°37'33" East 20.00 feet; thence North 87°22'27" West parallel with said North line 371.00 feet; thence South 01°37'33" West 35.00 feet; thence North 87°22'27" West parallel with said North line 104.00 feet; thence North 02°37'33" East 35.00 feet; thence North 87°22'27" West parallel with said North line 336.00 feet; thence South 02°37'33" West 20.00 feet; thence North 87°22'27" West parallel with said North line 204.93 feet; thence North 02°37'33" East 20.00 feet; thence North 87°22'27" West parallel with said North line 107.81 feet to said East margin of 206th Avenue NE; thence North 00°12'10" East along said margin 45.54 feet to the Point of Beginning.

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**EXHIBIT "B"**  
**TOLT PIPELINE NO. 2, PHASE III**  
**TEMPORARY EASEMENT**  
**PUGET SOUND ENERGY**  
**JANUARY 12, 1998**

Those portions of the Northeast quarter of Section 33 and the Northwest quarter of Section 34, Township 26 North, Range 6 East, W.M., King County, Washington described as follows:

Beginning at a point on the West line of the Southwest quarter of said Northeast quarter of Section 33 lying South 00°35'26" East 30.05 feet from the Northwest corner of said subdivision; thence South 87°12'45" East parallel with the North line of said Northeast quarter 1,263.94 feet to the West margin of 224th Avenue NE; thence South 00°28'44" West along said West margin 50.04 feet; thence North 87°12'45" West parallel with said North line 167.48 feet; thence South 02°47'15" West 30.00 feet; thence North 87°12'45" West parallel with said North line 485.00 feet; thence North 02°47'15" East 30.00 feet; thence North 87°12'45" West parallel with said North line 610.52 feet to said West line of said subdivision; thence North 00°35'26" West along said West line 50.09 feet to the Point of Beginning.

Together with a parcel beginning at a point on the East margin of 224th Avenue NE lying South 00°28'44" West 30.02 feet from the North line of the Southeast quarter of said Northeast quarter of Section 33; thence South 87°12'45" East parallel with said North line 1,263.94 feet to the East line of said subdivision; thence South 89°05'59" East parallel with the North line of the Southwest quarter of said Northwest quarter of Section 34 446.77 feet to the Northwest margin of NE Novelty Hill Road; thence South 68°30'35" West along said margin 236.27 feet; thence North 89°05'59" West parallel with the North line of said subdivision 109.08 feet; thence North 00°54'01" East 20.00 feet; thence North 89°05'59" West parallel with said North line 120.00 feet to the West line of said subdivision; thence North 01°32'52" East along said West line 0.02 feet; thence North 87°12'45" West parallel with the North line of the Southeast quarter of said Northeast quarter of Section 33 530.96 feet; thence South 02°47'15" West 15.00 feet; thence North 87°12'45" West parallel with said North line 575.00 feet; thence North 02°47'15" East 35.00 feet; thence North 87°12'45" West parallel with said North line 157.47 feet to said East margin of 224th Avenue NE; thence North 00°28'44" East along said East margin 50.04 feet to the Point of Beginning.

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