King County

KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 21, 2014

Ordinance 17910

Proposed No. 2014-0365.1 **Sponsors** Upthegrove

AN ORDINANCE authorizing the King County executive to enter into an interagency agreement between King County and the city of Burien regarding design, construction, ownership, operation and maintenance of the portion of Segment B of the Lake to Sound trail that is within the city.

STATEMENT OF FACTS:

1. King County and the city of Burien are working collaboratively to construct what is known as Segment B of the Lake to Sound trail, a segment of trail along Des Moines Memorial Drive that will extend from South Normandy Road in Burien to 156th Way in SeaTac.

2. Segment B will be a critical segment of the larger regional Lake to Sound trail, extending from the southern end of Lake Washington to Puget Sound as part of the transportation corridor, and will provide significant recreational and health benefits to residents of cities and King County.

3. Under RCW 36.89.050, King County is authorized to construct a park or recreational facility and transfer to a city the county's ownership interest and operation and maintenance obligations for the facility, but only if the

city continues to use the facility for the same purposes or conveys other equivalent facilities to King County in exchange thereof.

4. The trail improvements for Segment B are being constructed primarily on city of Burien rights-of-way. Therefore, following construction, King County will convey Segment B of the trail to the city of Burien for long-term operation and management. The city will own this facility and operate and maintain it for use by the general public as a regional trail.

5. King County received one million four hundred sixty-four thousand seventy-two dollars in Federal Highway Administration grant funds and is also using county levy moneys, in accordance with Ordinance 15760, for the design and construction of Segment B.

6. King County and the city have negotiated their respective rights, roles and responsibilities regarding Segment B in this interagency agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized to enter into an interagency agreement between King County and the city of Burien, substantially in the form of Attachment A to this ordinance, for the design, construction and transfer of the

operations and maintenance of the Lake to Sound trail, Segment B, within city boundaries.

Ordinance 17910 was introduced on 8/25/2014 and passed by the Metropolitan King County Council on 10/20/2014, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

RECEIVED
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CLERK
KING COUNTY COUNCIL

APPROVED this 31 day of OCTOBER, 2014.

Dow Constantine, County Executive

Attachments: A. Interlocal Agreement - King County and City of Burien

Attachment A

INTERAGENCY AGREEMENT BETWEEN KING COUNTY AND THE CITY OF BURIEN TO DESIGN, CONSTRUCT, OPERATE AND MAINTAIN LAKE TO SOUND TRAIL, SEGMENT B, WITHIN CITY BOUNDARIES

This Interagency Agreement, ("Agreement") is made and entered into by and between King County, a political subdivision of the State of Washington ("the County") and the City of Burien, a municipal corporation of the State of Washington ("the City"), regarding design, construction, ownership, operation and maintenance of the portion of Segment B of the Lake to Sound Trail that is within the City. The County and the City are collectively referred to as "the Parties".

RECITALS

A. The County and the Cities of Burien and SeaTac are working cooperatively to construct what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive that will extend from South Normandy Road in Burien to South 156th Way in SeaTac.

B. Segment B will be a critical segment of the larger Regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound and will provide recreational and health benefits to residents of the cities and the County.

C. The portion of Segment B within the City of Burien ("the Project") will be located substantially within the street right of way for Des Moines Memorial Drive, owned by the City. It will also include a wetland mitigation area adjacent to the trail near 176th Street, on property owned by the City, as well as several easement areas.

D. Under RCW 36.89.050, the County is authorized to construct a park or recreational facility and transfer to a city the County's ownership interest in, and the operation and maintenance obligations for, that facility, provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.

E. The County has received $1,464,072 in Federal Highway Administration grant funds and is also using County levy monies, pursuant to King County Ordinance 15760, for the design and construction of Segment B.

F. After construction, the County wishes to convey Project Improvements, and the City is ready, willing and able to own, operate and maintain the Project for use by the general public as a Regional Trail, for the benefit of both City and County residents.

G. The Parties intend by this Agreement to establish their respective rights, roles and responsibilities related to the Project.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties mutually agree as follows:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply.

1.1 Contract means the public works contract entered into between the County and its Contractor for construction of Segment B.

1.2 Contractor means the individual, partnership, firm, corporation, or other entity with whom the County has entered into the Contract for construction of Segment B.

1.3 Final Acceptance means the date on which the County issues to the Contractor a written notice accepting the work under the Contract as complete.

1.4 Improvements means all physical aspects of the Project including, but not limited to, the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage except for signs installed by the County under paragraph 7.1(c) of this Agreement, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railing, retaining walls, rebar, wire fabric, and landscaping, including replacement elm trees and other vegetation planted on or off site for mitigation purposes.

1.5 Ninety Percent (90%) Design Drawings means the ninety percent design drawings and specifications for Segment B prepared on behalf of the County by Parametrix, Inc., dated April 2013.

1.6 Notice to Proceed means the written notice from the County to the Contractor authorizing and directing the Contractor to proceed with the construction of Segment B.

1.7 Operate and Maintain or Operation and Maintenance means any and all actions necessary to keep the trail and any related Improvements open and accessible to the public and in a safe and suitable condition for use as a Regional Trail, including but not limited to, regular inspections, repairs or replacement of Improvements, sweeping or cleaning of surfaces, removal and/or covering of graffiti, removal of litter, removal of encroachments, maintenance of vegetation, and pruning of trees and shrubs as needed to maintain sight distances; and any and all actions necessary to allow and control use of the

trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

1.8 Permit(s) means any or all federal, state, and local government permits, licenses or other regulatory approvals needed for Segment B; and a proprietary construction permit from WSDOT to construct a portion of Segment B on property within WSDOT right of way at South 165th Street along State Route 509. The term "Permits" does not include a lease from WSDOT.

1.9 Project means the portion of Segment B within the boundaries of the City, including but not limited to the mitigation area adjacent to the trail near 176th Street, on property owned by the City, and one or more permanent wall easements on private property.

1.10 Property means the Right of Way Property and the real property encompassed within parcel number 2923049025, owned by the City.

1.11 Regional Trail means a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, horseback riding, and other nonmotorized uses are allowed, which provides recreational opportunities and enhances regional mobility.

1.12 Right of Way Property means the real property within the right of way for Des Moines Memorial Drive legally described in **Exhibit A**.

1.13 Segment B means the design, public involvement, environmental review, permitting, construction, ownership, Operation and Maintenance of a Regional Trail extending along the east side of Des Moines Memorial Drive from the intersection at South Normandy Road to the intersection at 156th Street; an area identified for wetland buffer and stream buffer mitigation in Des Moines Creek Park, owned by the City of SeaTac; and a wetland mitigation area near South 176th Street on property owned by the City of Burien. Segment B also includes acquisition of a permanent wall easement on two parcels south of South 168th Place; landscape and slope easements on property owned by the Port of Seattle and located just north of State Route 509; temporary construction easements, and agreements to rebuild driveways. Segment B shall also include acquisition and maintenance by the City of SeaTac of a trail lease from WSDOT for property within WSDOT right of way at South 165th Street along State Route 509 in the City of SeaTac. The approximate boundaries of Segment B are shown in **Exhibit B**, and are more specifically identified in the Ninety Percent (90%) Design Drawings.

1.14 Substantial Completion means the stage in the progress of the work under the Contract where the County has full and unrestricted use and benefit of the facilities for the purpose intended, both from the operational and safety standpoint, all the initial plantings are completed, all the systems and parts of the Contract work are functional, utilities are connected and operate normally, and only minor incidental work,

replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to complete all Contract requirements.

2. DESIGN & PERMITTING

2.1 Design. The County has provided the City with the Ninety Percent (90%) Design Drawings, which the City has reviewed and hereby accepts as noted with plan review comments, and which are incorporated herein by reference. The County will be solely responsible for finalizing the design documents for Segment B, obtaining the necessary input and approval from WSDOT, and constructing the trail according to the WSDOT-approved design, including changes in scope as described in Paragraph 6.7.

2.2 Plans and Specifications. The County shall provide the City with a copy of the plans and specifications to be advertised for bid and an electronic file of the Contract documents.

2.3 Permitting and Environmental Review. The County shall be the lead agency for Segment B under the State Environmental Policy Act (SEPA) and shall apply, or require its Contractor to apply, for all Permits. To the extent the City's signature on applications or other involvement, as the owner of the real property on which the Project is being constructed, is required, the City agrees to cooperate with the County and/or its Contractor and take all necessary actions to obtain the Permits. The County shall be responsible for the monitoring, reporting, and any required corrective actions for wetland mitigation associated with the Project for the length of time required by any Permit. For any other Permit requirement that imposes obligations on the owner of the real property or that contains conditions that will extend past the date of Final Acceptance, including but not limited to ongoing monitoring and maintenance obligations, the City shall be the named permittee and shall be responsible for those conditions. The County or the Contractor shall submit a Notice of Termination for the Construction Stormwater General NPDES Permit to the Washington State Department of Ecology prior to Final Acceptance.

2.4 City Permits. With respect to any Permits required for the Project from the City, the City agrees, as part of its funding contribution to the Project, to waive or pay any and all fees or other charges associated with the application, review, processing and appeal of the Permits. The County shall submit pedestrian and vehicle Temporary Traffic Control Plans (TTC Plans) to the City for review and approval prior to invasive occupancy of City right of way. City approval shall not be unreasonably withheld. The County shall immediately correct any deficiencies noted by the City in the TTC Plans or their field implementation.

3. ACCESS & ENCROACHMENTS

3.1 The City hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing work on behalf of the County the following access rights to the City's real properties:

(a) The non-exclusive right and license to enter onto real properties of the City to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of design, permitting and construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this Agreement and continue until Final Acceptance.

(b) The exclusive right and license to enter onto, and take actions on, real properties of the City necessary for construction of the Project and completion of the Contract. This right and license shall begin upon the County's issuance of the Notice to Proceed and continue until Final Acceptance. This right and license shall not be exclusive of the City's right to enter the properties for the purposes of inspections or other actions necessary to implement this Agreement, or for any other purpose, provided that the City's entry onto the property shall not impair, impede or delay construction of the Project.

(c) The non-exclusive right and license to enter onto real property encompassed within parcel number 2923049025, owned by the City, and take actions necessary to fulfill the County's post-construction wetland monitoring, reporting, and corrective action obligations under Paragraph 2.3. This right of entry shall begin upon Final Acceptance and continue in effect until the County's obligations under Paragraph 2.3 have been fully completed.

(d) The access rights set out in Paragraphs 3.1(a-c) are irrevocable during their respective terms and are not subject to modification by the City through Permits or otherwise without the express written agreement of the County.

3.2 The County shall provide the City with a list of encroachments, improvements or other structures ("Encroachments") known by the County to be on City property that are within the boundaries of construction of the Project and will interfere with construction of the Project. The City shall take all actions necessary to remove all Encroachments prior to the date the County issues the Notice to Proceed, including any Encroachments not known by the County. Any Encroachments that the City does not intend to be disposed of (for example, Encroachments that will be salvaged or impounded) must be removed by the City. If the City wishes the County's Contractor during construction to remove certain Encroachments that are to be disposed of, on behalf of the City, the City shall provide the County with written notice specifically describing any such Encroachments no later than 30 days prior to the date the County advertises the Contract for bid.

3.3 The City hereby represents and warrants to the County that it holds fee simple title to the Property; that it has the legal authority to remove Encroachments; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the County's or the City's ability to perform their respective obligations under this Agreement.

3.4 If the County's Contractor removes Encroachments in accordance with the City's direction under Paragraph 3.2, the City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from removal of said Encroachments except when caused by the negligence of the County, its officers, officials, employees, agents, Contractor and subcontractors .

4. UTILITY RELOCATION

4.1 Undergrounding of Utilities: Overview. The City has identified a 300 linear foot segment between S 176th Street and South Normandy Road where aerial utilities owned by Puget Sound Energy ("PSE") must be undergrounded. The Parties intend for the County, through the Contractor, to perform all trenching and install all ducts and vaults in the conversion area pursuant to a utility trench plan comprised of plans and specifications developed by PSE and submitted by the City. Once completed, PSE will furnish and install the necessary cables, connections and other components (the "underground distribution system") pursuant to a project plan developed in accordance with PSE's agreements with the City. Thereafter, the County, through the Contractor, will perform all backfilling and restoration work.

(a) The City shall act as the lead agency with PSE, its franchisee. Pursuant to Schedule 74—Conversion to Underground Service for Government Entities (Exhibit G), the City will enter into a Schedule 74 Design Agreement and a Schedule 74 Construction Agreement (collectively, Schedule 74 Agreements) with PSE in substantially the forms as in Attachments A and B to Exhibit G. The City shall perform all formal communication required by the Schedule 74 Agreements with PSE.

(b) In cooperation with the City, the County shall act as the City's agent for design, bidding, construction management and contract administration of the utility trench, as described in sections 4.2 through 4.5.

4.2 Design.

(a) Puget Sound Energy

(i) The City shall acquire from PSE, and provide to the County, trench plans and specifications containing all necessary design elements. The County shall assist the City with any deliverables that the City is required to furnish under the Schedule 74 Design Agreement. The County and the City shall attend all

design meetings and meet all design milestones stated in the Schedule 74 Design Agreement. The plans and specifications shall be compatible with the Design for Segment B.

(ii) The County shall incorporate the plans and specifications into a utility trench plan. Bid items associated with the utility trench plans and specifications shall be included in the invitation to bid for Segment B, as a separate bid alternate schedule The County shall work directly with PSE to identify bid items to include in the bid schedule and shall require the Contractor to separately track construction expenses during installation so the Parties may calculate the final net amount due to the County, or due to PSE as applicable. PSE shall be provided opportunities for review and comment on the bid package.

4.3 Bid and Award

(a) On the day of bid opening, or as soon thereafter as practicable, the County shall notify the City of the bid amount for the utility relocation work submitted by the apparent low bidder. The City shall obtain confirmation of participation from PSE and forward said confirmation to the County within fourteen (14) days.

(b) In the event PSE elects not to participate, the County shall delete the utility's schedule from the Contract. The City shall invoke the terms of the utility franchise and order the relocation of PSE's facilities so as not to impact the Project schedule.

4.4 Construction

(a) General

(i) The County shall invite the City and a representative from PSE to the preconstruction meeting. An agenda item shall include the delivery, storage and installation of utility-provided materials to be incorporated into the Project. The County shall inform PSE of the Contractor's schedule for construction of the utility trench. Utility acceptance of the duct and vault systems shall be discussed, as well as coordination with PSE for its installation of new cable and ancillary facilities, and wreck out of the obsolete aerial facilities.

(ii) PSE shall have the right to inspect the installation of its facilities in accordance with the Schedule 74 Agreements. Utility inspectors shall not direct or communicate concerns to the Contractor. Rather, concerns regarding facility installation shall be brought to the attention of the County's project manager for communication to the Contractor. The City shall be invited to attend any weekly construction meeting where the utility trench is an agenda item. The City will require utility representatives to attend said weekly construction meetings as well.

(iii) Upon installation of the ducts and vaults PSE shall be allowed to attend a joint walk-through in the presence of County and City project representatives. After the walk-through PSE shall provide, within five (5) working days, a punch list of any items that do not meet the Contract specifications. The County shall have the Contractor perform the punch list tasks. The County shall then schedule a final walk-through with the City and PSE. Within five (5) working days, PSE shall identify in writing and deliver to the City and County any punch list tasks that have not been satisfactorily performed. If the final punch list is not delivered to the County within five (5) working days, PSE acceptance shall be deemed to have been granted. Upon acceptance, ownership of the duct and vault systems shall transfer to PSE, who shall be granted occupancy for installation of its new underground distribution system.

(b) Puget Sound Energy

(i) The County shall:

1. Provide all trenching and restoration;

2. Perform all survey for alignment of duct and vaults;

3. Install all duct and vaults per the plans and specifications;

4. Provide information requested by the City, and review and comment on proposed change orders to the City's Schedule 74 Construction Agreement; provided that any proposed change orders having cost implications to the County shall also be subject to County approval and shall quantify how much the City and PSE will owe; and

5. Issue such change orders under the Contract as may be required to implement a change order under the City's Schedule 74 Construction Agreement,

(ii) The City shall require PSE to:

1. Furnish all duct and vaults to be installed by the County;

2. Furnish and install an underground distribution system within the conversion area;

3. Provide an inspector on-site as specified in the Schedule 74 Construction Agreement to inspect the performance of any duct and vault installation; and

4. Upon connection of service to customers served by the underground distribution system and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system, including associated wires and PSE-owned poles of 15,000 volts or less, except for temporary services.

4.5 Billing and Payment

(a) Puget Sound Energy

(i) Design Billing. The City will invoice the County for the actual, reasonable cost incurred by PSE for PSE's design work. The County shall be provided an opportunity to review the design costs with PSE prior to issuance of the invoice. The County shall pay the City all amounts payable under this Agreement within 30 days after receipt. The County's payment shall be credited against the County's final share of costs at the time of final construction invoice, per Section 14 of the Schedule 74 Design Agreement.

(ii) Construction Billing. Subject to and in accordance with the terms and conditions set forth in Section 7 of the Construction Agreement, the County shall provide to the City all data needed to compute total shared costs (PSE 60% and Government Entity 40%), total Government Entity costs, and any total PSE costs. The City will invoice the County for the actual net cost. The County shall be provided an opportunity to review the net cost with PSE prior to issuance of the invoice. The County shall pay the City all amounts payable under this agreement within 30 days after receipt.

5. EASEMENTS

5.1 Permanent Wall Easement(s). The County shall use its reasonable best efforts to obtain from third parties one or more permanent wall easements on parcels 29230494888 and 2923049202 (Wall Easements) to increase the width of the trail in this area to meet regional trail standards.

6. CONSTRUCTION

6.1 The County shall be responsible for construction of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the construction of the Project.

6.2 The County shall advertise the Contract in the official legal publication for the County and if necessary other publications, consistent with applicable laws and regulations.

6.3 The County shall open the bids and shall notify the City of the time and date of the bid opening, which is typically two to three weeks after the bid is advertised. The City may attend the opening of the bids.

6.4 The County shall award the Contract to the lowest responsive responsible bidder for Segment B, subject to applicable laws and regulations.

6.5 The County shall require that the City be included as an additional insured on all of the Contractor's insurance policies and that the City be included as a party indemnified by the Contractor in the Contract's indemnification provisions and receives the same indemnification protection as the County. Policy coverage limits shall match or exceed those specified in the edition current at the time of bid of the WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction.

6.6 The City may furnish an inspector, at the City's sole expense, to monitor compliance with the Contract plans and specifications during the construction of the Project. The City's inspector shall advise the County in writing of any deficiencies noted. Deficiencies shall be limited to items that the inspector believes are out of compliance with the Contract plans and specifications and the City's inspector shall cite the plan sheet number or specification that she or he considers to be at issue in the deficiency. The City's inspector shall also provide a written description of the remedy the inspector believes is necessary for each deficiency cited. The County shall, in its sole discretion, decide if there are deficiencies as identified by the City's inspector and whether action is necessary to resolve them. The City's inspector shall not have any authority to direct the work of the Contractor and shall not communicate directly with or instruct the Contractor, or any subcontractor, directly on any matters.

6.7 The County will hold weekly construction meetings with its Contractor. The City, at its option, may have its inspector attend the meetings. The City may provide the County with its preferences concerning any significant proposed changes in the scope of the work to be performed under the Contract at the weekly meetings, but as between the Parties, any changes in scope are subject only to the County's approval.

6.8 The County shall update the City on its progress in constructing the Project in its weekly construction meetings.

6.9 After the Contractor notifies the County in writing that Segment B is substantially complete, the Parties shall perform a mutual inspection of the Project. The City may provide a written deficiency list to the County within five (5) working days after this inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet number or specification that it considers to be at issue in the deficiency

and provide a written description of the remedy the City believes is necessary for each deficiency cited.

6.10 The County shall, in its sole discretion, determine whether Substantial Completion has occurred under the Contract. After the County provides the Contractor with notice that Substantial Completion has occurred and the Contractor indicates to the County that all physical work required by the Contract is complete, the Parties shall perform a mutual final inspection of the Project. The City may provide a written deficiency list to the County within five (5) working days after the final inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited. Final Acceptance of the Project shall be by the County, in its sole discretion.

6.11 The County represents to the City that it will require its Contractor in performing work under the Contract to comply with all applicable rules, regulations, statutes and ordinances.

6.12 The County will administer and enforce all warranties in the Contract up until assignment of the warranties to the City pursuant to Paragraph 7.2(e).

7. PROJECT CLOSEOUT, OWNERSHIP, & LONG-TERM OBLIGATIONS

7.1 Within thirty (30) days of the date of Final Acceptance, the Parties shall perform the following obligations:

(a) The Parties shall execute and the City shall record the Restrictive Covenant in substantially the form set forth in **Exhibit C**, which covenant shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce the Restrictive Covenant both as a matter of contract and as a real property interest. The Parties further agree that Segment B is a critical segment of the larger Regional Lake to Sound Trail, that there are no equivalent facilities within the County that would serve the same purpose, and that recording of the Restrictive Covenant is essential to fulfilling the obligations of RCW 36.89.050.

(b) The Parties shall jointly undertake all actions necessary to transfer to the City all Permits for the Project that have not expired or terminated, and for which the City is not already the named permittee, except for the wetland mitigation obligations identified in Paragraph 2.3.

(c) The Parties shall execute and record a permanent non-exclusive easement in favor of the County to construct, inspect, reconstruct, maintain and repair no less than five (5) and no more than twenty (20) signs on Right of Way Property providing

information to the public concerning the Lake to Sound Trail ("Permanent Sign Easement") in substantially the form set forth in **Exhibit D**. The number of signs and precise location of the Permanent Sign Easement shall be agreed to by the Parties. The City shall not impose on the County any fee or other charge for the Easement.

7.2 Within sixty (60) days of completion of the obligations in Paragraph 7.1, or such additional time as may be required to close out the Contract, the County shall perform the following obligations:

(a) Assign and quitclaim to the City, in substantially the form set forth in **Exhibit E** all of the County's right, title and interest in the permanent wall easement(s), including transfer of the County's right, title and interest in the Project Improvements constructed on or within the easement areas.

(b) Deliver to the City project record drawings for Segment B;

(c) Collect and provide to the City a copy of the warranties and other information and materials in the County's possession that relate to the use, operation and maintenance of the Project Improvements ;

(d) Provide to the City unconditional lien releases that the Contractor has collected from all of its consultants, subcontractors and vendors;

(e) Collect and provide copies of certificates obtained from the department of revenue, the employment security department, and the department of labor and industries that all taxes, increases, and penalties due from the Contractor, and all taxes due and to become due with respect to such Contract, have been paid in full or that they are, in each department's opinion, readily collectible without recourse to the state's lien on the retained percentage;

(f) Execute an assignment of the Contract warranties and an assignment of the warranties in the *Agreement for Professional Services for Lake to Sound Trail Design*, Contract No. E00178E10, between King County and Parametrix in favor of the City, with respect to the Project, except as provided in Paragraph 10.2;

(g) Assign to the City the County's right to assert any claim it may have against the Contractor or against Parametrix under Contract No. E00178E10 arising out of or related to Project work, except as provided in Paragraph 10.2; and

(h) Execute and record a quit claim bill of sale conveying to the City all of the County's right, title and interest to the Project Improvements located on or within Right of Way Property as is, where is ("Bill of Sale"), which is in substantially the form set forth in **Exhibit F**.

7.3 Unless otherwise mutually agreed to by the Parties in writing, the Project shall not be accessible and open to the public until the obligations in Paragraphs 7.1 and 7.2 have been fulfilled.

7.4 Upon delivery of the Bill of Sale, the City shall, at its sole expense, Operate and Maintain the trail and any related Improvements.

7.5 The City, as required by RCW 36.89.050, agrees that the Right of Way Property shall continue to be used in perpetuity for a Regional Trail and shall not be converted to a different use.

7.6 The City agrees that allowing the Right of Way Property to be used for a Regional Trail shall include any and all actions by the City necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

7.7 The City agrees that the Right of Way Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.

7.8 The City agrees that it will not limit or restrict access to and use of the Right of Way Property by non-city residents in any way that does not also apply to city residents.

7.9 The City agrees that any and all user fees charged for use of the Right of Way Property for Regional Trail purposes, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.

7.10 The City agrees that it shall place the covenants in Paragraphs 7.5 through 7.9 in any deed transferring any portion of the Right of Way Property.

8. PROJECT FUNDING

8.1 The County shall provide funding for design and construction of the Project.

8.2 The City shall provide funding for all of the City's obligations or activities under or related to this Agreement, including but not limited to Permit review, construction inspection, other administration or implementation expenses, and long-term Operation and Maintenance of the Project.

9. CONDITIONS PRECEDENT TO PROJECT DEVELOPMENT

9.1 The County's obligations related to finalizing design, permitting and construction of the Project under Sections 2 through 6 of this Agreement , and providing funding for same, are expressly subject to and contingent upon all of the following conditions precedent being satisfied to the County's satisfaction in its sole discretion (the "Project Conditions"):

(a) An Interagency Agreement being approved by the legislative authority of the City of SeaTac and executed by SeaTac and the County for the design, construction, Operation and Maintenance of the portion of Segment B that is within the City of SeaTac.

(b) The County obtaining an executed and recorded wall easement on terms acceptable to the County.

(c) The County obtaining one or more executed and recorded landscape and slope easements on terms acceptable to the County.

(d) The County obtaining all executed and recorded temporary construction easements and all agreements to rebuild driveways necessary for construction of Segment B on terms acceptable to the County.

(e) The County and/or its Contractor obtaining all Permits necessary for Segment B.

(f) The City of SeaTac obtaining, by no later than October 1, 2013, a fully executed WSDOT Lease, in accordance with Paragraph 5.2.

9.2 If the County, in its sole discretion, determines that the Project Conditions have not been satisfied, the County shall notify the City in writing, and neither party shall have any further rights or obligations under this Agreement and this Agreement shall terminate.

10. LIABILITY

10.1 Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind ("Claims") arising out of, or in connection with, or incident to the breach of any warranty under this Agreement or the exercise of any right or obligation under this Agreement by the indemnifying Party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors and franchisees, their

employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph 10.1 modifies or limits in any way the City's obligations in Paragraph 3.4.

10.2 The County's obligations in Paragraph 10.1 terminate upon the date the County fulfills all its obligations in Paragraph 7.2 ("Closeout Date"), with the exception of Claims filed with the clerk of the County Council under King County Code (K.C.C.) 2.21.070 or served on the clerk of the County Council under K.C.C. 2.04.010 prior to the Closeout Date or contract claims reserved under the terms of the applicable construction or design contract by the Contractor or by the County's design contractor, Parametrix, at the time of Final Acceptance of the applicable contract ("Reserved Claims"). If the County determines that Reserved Claims will exist at the Closeout Date, the County may, in its sole discretion, choose not to assign its contract warranties and/or its claims against the County's contractors under Paragraphs 7.2(f) and 7.2(g).

10.3 As of the Closeout Date, except for Reserved Claims, the City shall release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") arising out of, or in connection with, or incident to either Party's breach of any warranty under this Agreement or exercise of any right or obligation under this Agreement, and any and all Claims relating to or arising out of, in whole or in part and directly or indirectly, the Project. The City agrees that its obligations under this provision extend to any Claims brought by or on behalf of the County or any of its employees, or agents. The City expressly agrees that its duty to release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees under this paragraph includes negligent acts or omissions which are concurrent, contributory, or both by the County. However, to the extent this Agreement is construed to be subject to RCW 4.24.115, the City's duties under this paragraph will extend only to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11. INSURANCE

11.1 Each Party shall maintain, for the duration of each Party's liability exposures under this Agreement, self-insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance of the work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.

11.2 King County, a charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program as defined in King County Code chapter 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures and that the County's self-insurance program meets the requirements of paragraph 11.1. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

11.3 It is agreed that the City's participation in a governmental self-insured risk pool with Washington Cities Insurance Authority ("WCIA") will meet the requirements of paragraph 11.1. The City agrees, at its own expense, to maintain, through WCIA, coverage for all of its liability exposures for this Agreement. The City agrees to provide the County with at least 30 days prior written notice of any material change in the City's WCIA coverage and will provide the County with an evidence of coverage letter as adequate proof of coverage. The County further acknowledges, agrees and understands that the City does not purchase Commercial General Liability insurance and is with a self-insured pool; therefore the City does not have the ability to add the County as an additional insured. The City participates in the State's worker's compensation program.

12. EFFECTIVE DATE/DURATION

12.1 This Agreement shall be effective upon signature by both Parties.

12.2 Unless expressly stated otherwise in this Agreement, the terms, covenants, representations and warranties contained herein shall continue in force unless both Parties mutually consent in writing to termination of this Agreement.

13. AUDITS AND INSPECTIONS

13.1 Until six (6) years after the effective date of this Agreement, unless the Agreement is terminated under Paragraph 9.2, any of either Party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either Party at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

14. NOTICE

14.1 Any notice provided for herein shall be sent to the respective Parties at:

King County: City:

King County:	City of Burien:
Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA 98104 With a copy to: King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400 Seattle, WA 98104	Public Works Department 400 SW 152nd St., Ste 300 Burien, WA 98166

15. MISCELLANEOUS PROVISIONS

15.1 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.

15.2 Force Majeure. If either Party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions, lawsuits filed challenging one or more Permits or other agreements necessary for implementation of the Project, and weather conditions.

15.3 Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

15.4 Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other Party

15.5 Exhibits. All Exhibits referenced in this Agreement are incorporated by reference as if fully set forth.

15.6 Entire Agreement. This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

15.7 Amendment. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

15.8 Relationship of the Parties. The Parties execute and implement this Agreement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

15.9 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

15.10 Survivability. The provisions of Paragraph 3.4 and Section 10 shall survive termination of this Agreement.

15.11 Authority. Each Party executing this Agreement represents that the Party has the authority to execute the Agreement and to comply with all terms of this Agreement.

Exhibits

Exhibit A:	Legal Description of Right of Way Property
Exhibit B:	Figure of Segment B
Exhibit C:	Trail Restrictive Covenant
Exhibit D:	Permanent Sign Easement
Exhibit E:	Quit Claim and Assignment of Easement
Exhibit F:	Quit Claim Bill of Sale
Exhibit G:	Schedule 74 Agreement with Puget Sound Energy

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

KING COUNTY

for

Dow Constantine
King County Executive

11/19/2014
Date

CITY OF BURIEN

Kamuron Gurol
City Manager

8/18/14
Date

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

11/19/2014
Date

APPROVED AS TO FORM:

Craig Knutson
City Attorney

8/12/2014
Date

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 32, THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, NORTH 88°55'37" WEST, A DISTANCE OF 1046.68 FEET, MORE OR LESS TO A POINT WHICH IS 52.58 FEET EAST OF THE CENTERLINE OF DES MOINES MEMORIAL DRIVE, THENCE SOUTH 01°00'22" WEST, A DISTANCE OF 18.60 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01°00'22" WEST, A DISTANCE OF 11.40 FEET TO THE SOUTH LINE OF SOUTH 176TH STREET;
THENCE NORTH 88°55'37" WEST A DISTANCE OF 2.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 25 FEET;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°28'13", A DISTANCE OF 11.11 FEET TO A POINT ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1077.87 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 83°37'52" WEST;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°27'12", A DISTANCE OF 516.46 FEET;
THENCE SOUTH 33°49'20" WEST, A DISTANCE OF 0.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 245.94 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°56'23", A DISTANCE OF 59.83 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 68°08'58" WEST, A DISTANCE OF 26.31 FEET, MORE OR LESS, TO THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, NORTH 21°51'02" EAST A DISTANCE OF 32.32 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 199.50 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°27'52", A DISTANCE OF 36.44 FEET;
THENCE NORTH 32°18'54" EAST, A DISTANCE OF 21.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1062.50 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°42'41", A DISTANCE OF 458.25 FEET TO THE BEGININNG OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE NORTH AND EAST, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°24'09", A DISTANCE OF 50.22 FEET;
THENCE SOUTH 88°59'38" EAST, A DISTANCE OF 10.51 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29, THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION, NORTH 88°55'37" WEST, A DISTANCE OF 925.93 FEET, MORE OR LESS TO A POINT WHICH IS 173.34 FEET EAST OF THE CENTERLINE OF DES MOINES MEMORIAL DRIVE, THENCE NORTH 01°23'56" EAST, A DISTANCE OF 10.45 FEET, MORE OR LESS TO A POINT AT THE BACK OF WALK OR AN EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°23'56" EAST, A DISTANCE OF 19.55 FEET, MORE OR LESS TO THE NORTH LINE OF SAID SOUTH 176TH STREET;
THENCE ALONG SAID NORTH LINE, NORTH 88°55'37" WEST, A DISTANCE OF 116.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET;
THENCE WEST AND NORTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°38'00", A DISTANCE OF 39.55 FEET TO A POINT ON THE EAST LINE OF SAID DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1065.87 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18"23", A DISTANCE OF 5.70 FEET TO A POINT "A";
THENCE LEAVING SAID EAST LINE, NORTH 88°36'00" WEST, A DISTANC OF 14.02 FEET, MORE OR LESS, TO THE BACK OF CURB OR EXTENSION THEREOF, THENCE ALONG SAID BACK OF CURB, SOUTH 00°50'06" WEST A DISTANCE OF 15.86 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE SOUTH AND EAST ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°34'42", A DISTANCE OF 53.94 FEET;
THENCE SOUTH 88°44'35" EAST, A DISTANCE OF 120.81 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID SOUTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A", SAID POINT BEING ON THE EAST LINE OF SAID DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1065.87 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 88°36'00" WEST;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°22'40", A DISTANCE OF 7.03 FEET;
THENCE NORTH 01°01'20" EAST, A DISTANCE OF 547.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 1405.01 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°12'39", A DISTANCE OF 127.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID CURVE WITH A RADIUS OF 1405.01 FEET, THROUGH A CENTRAL ANGLE OF 06°04'47", A DISTANCE OF 149.09 FEET;

THENCE NORTH 12°18'46" EAST, A DISTANCE OF 1288.90 FEET, MORE OR LESS, TO A POINT "B", SAID POINT BEING ON OR THE EXTENTION OF THE BACK OF CURB, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 23.67 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 02°14'49" EAST;
THENCE FOLLOWING SAID BACK OF CURB, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°27'27", A DISTANCE OF 31.17 FEET;
THENCE SOUTH 12°17'44" WEST, A DISTANCE OF 859.65 FEET TO A TRANSITION POINT IN SAID BACK OF CURB;
THENCE NORTH 77°42'16" WEST, A DISTANCE OF 0.50 FEET TO THE BACK OF CURB TO THE SOUTH;
THENCE FOLLOWING SAID BACK OF CURB, SOUTH 12°17'44" WEST, A DISTANCE OF 400.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 1537.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°49'06", A DISTANCE OF 156.13 FEET;
THENCE LEAVING SAID BACK OF CURB OR EXTENSION THEREOF, SOUTH 82°52'35" EAST, A DISTANCE OF 17.85 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

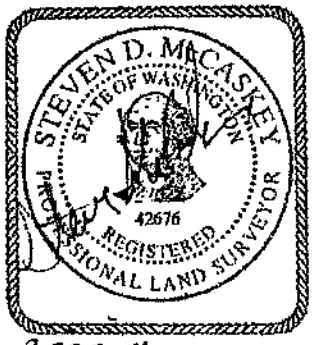
TOGETHER WITH THAT PORTION OF SAID SOUTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "B", SAID POINT BEING ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 34.97 FEET MORE OR LESS TO A POINT ON THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 408.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET;
THENCE NORTH AND EAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°27'37", A DISTANCE OF 29.87 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 02°54'54" EAST, A DISTANCE OF 22.50 FEET, MORE OR LESS, TO A POINT "C", SAID POINT BEING AT THE EXTENSION OF THE BACK OF CURB;
THENCE ALONG THE BACK OF CURB OR THE EXTENSION THEREOF, NORTH 87°05'06" WEST, A DISTANCE OF 2.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE WEST AND SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°37'10", A DISTANCE OF 48.54 FEET;
THENCE SOUTH 12°17'44" WEST, A DISTANCE OF 396.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 24.50 FEET;
THENCE SOUTH AND EAST, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°59'09", A DISTANCE OF 32.49 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "C", THENCE NORTH 02°54'54" EAST, A DISTANCE OF 7.92 FEET TO THE CENTERLINE OF SOUTH 168TH STREET, SAID CENTERLINE ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29;
THENCE ALONG SAID CENTERLINE SOUTH 88°45'34" EAST, A DISTANCE OF 16.03 FEET;
THENCE LEAVING SAID CENTERLINE, NORTH 03°02'33" EAST, A DISTANCE OF 20.08 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR THE EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 03°02'33" EAST, A DISTANCE OF 9.93 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH 168TH STREET;
THENCE ALONG SAID NORTH LINE, NORTH 88°45'34" WEST, A DISTANCE OF 22.16 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 296.53 FEET, MORE OR LESS, TO THE SOUTH LINE OF STATE ROUTE 509;
THENCE ALONG SAID SOUTH LINE, NORTH 18°27'47" WEST, A DISTANCE OF 5.37 FEET;
THENCE NORTH 09°43'40" WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, SOUTH 12°21'47" WEST, A DISTANCE OF 311.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°38'37", A DISTANCE OF 61.81 FEET TO THE TRUE POINT OF BEGINNING.

SAID PORTIONS CONTAINING 60,456.39 SQUARE FEET MORE OR LESS



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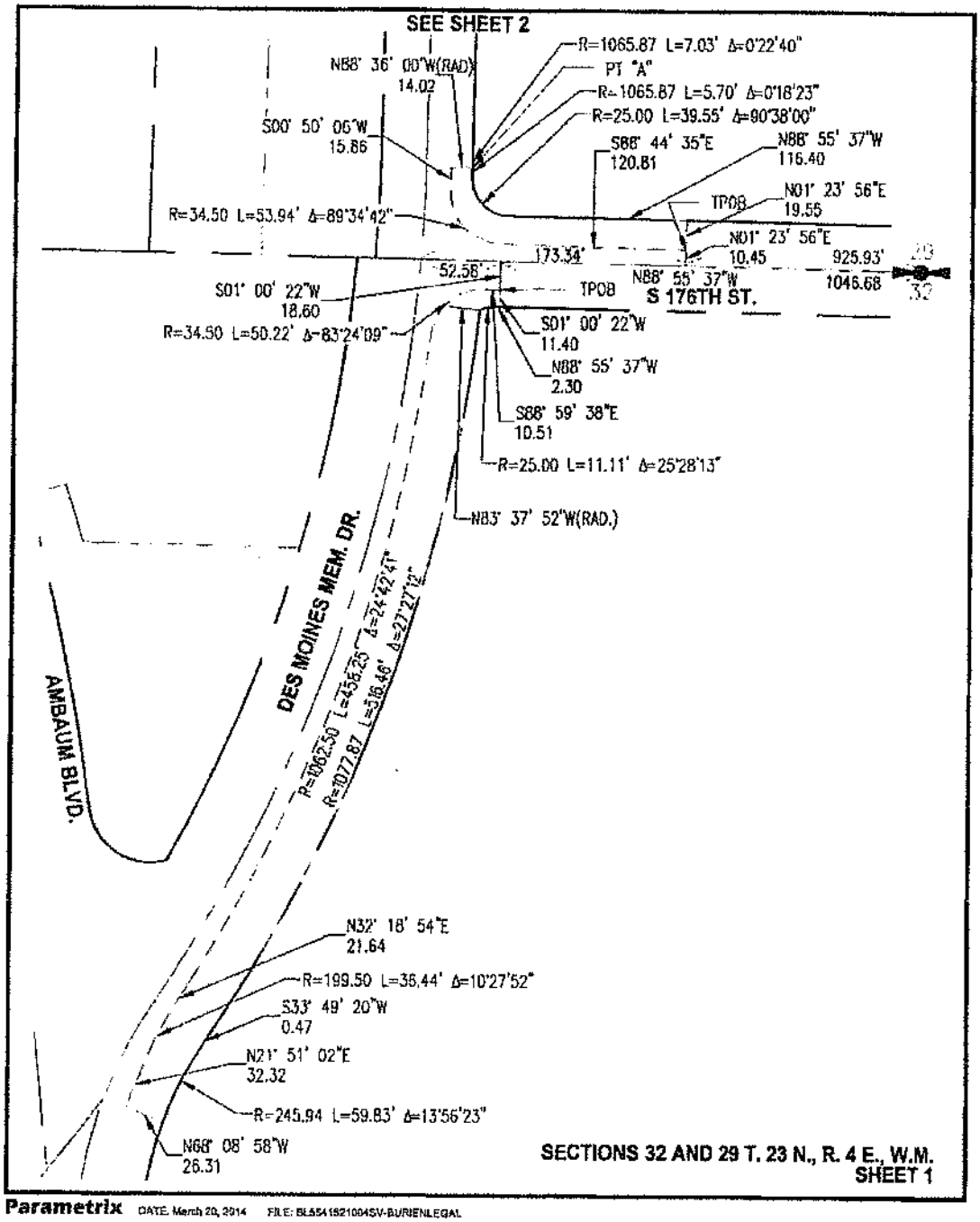

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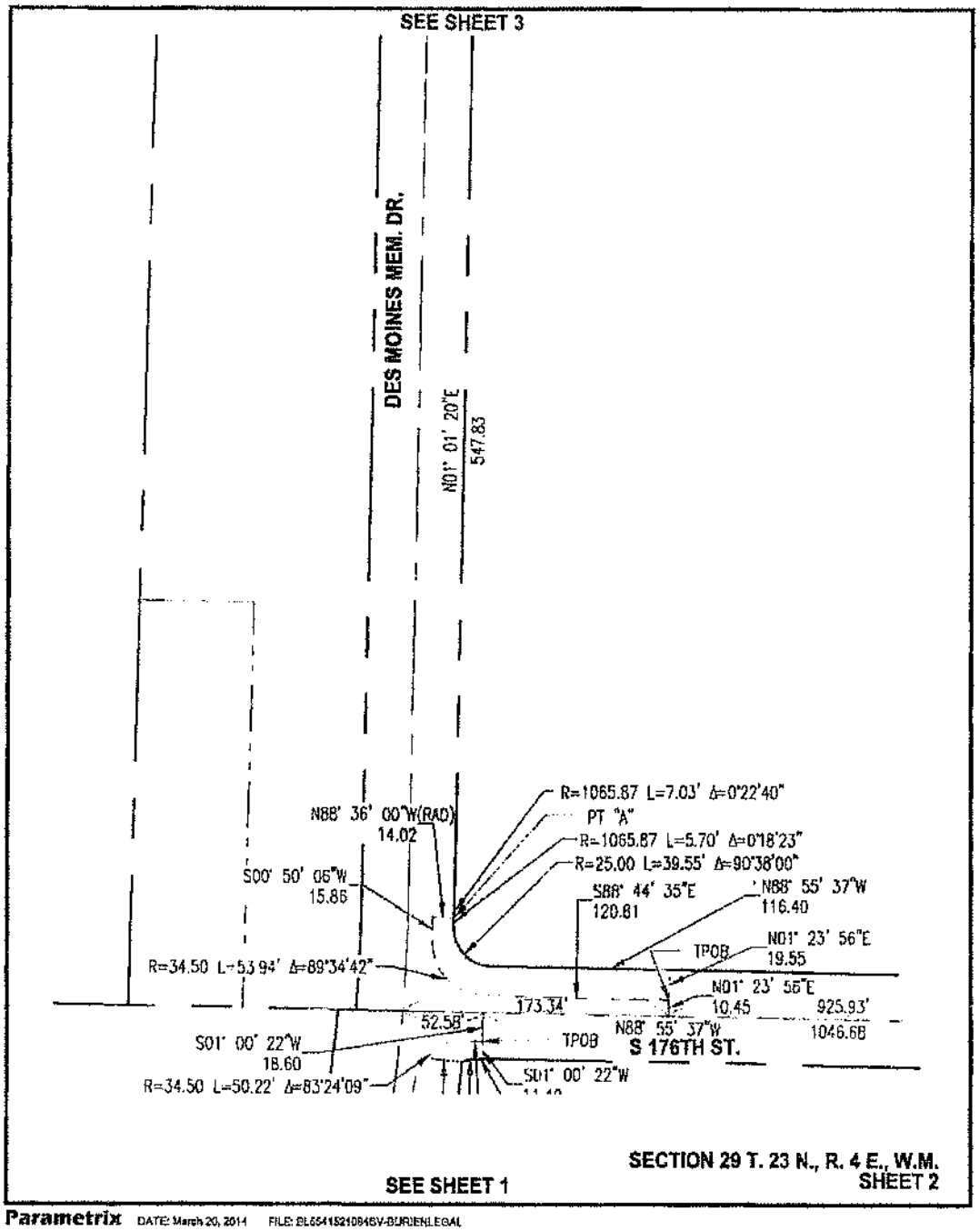
LEGAL DESCRIPTION
EXHIBIT



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0 100'

1"=100'

LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
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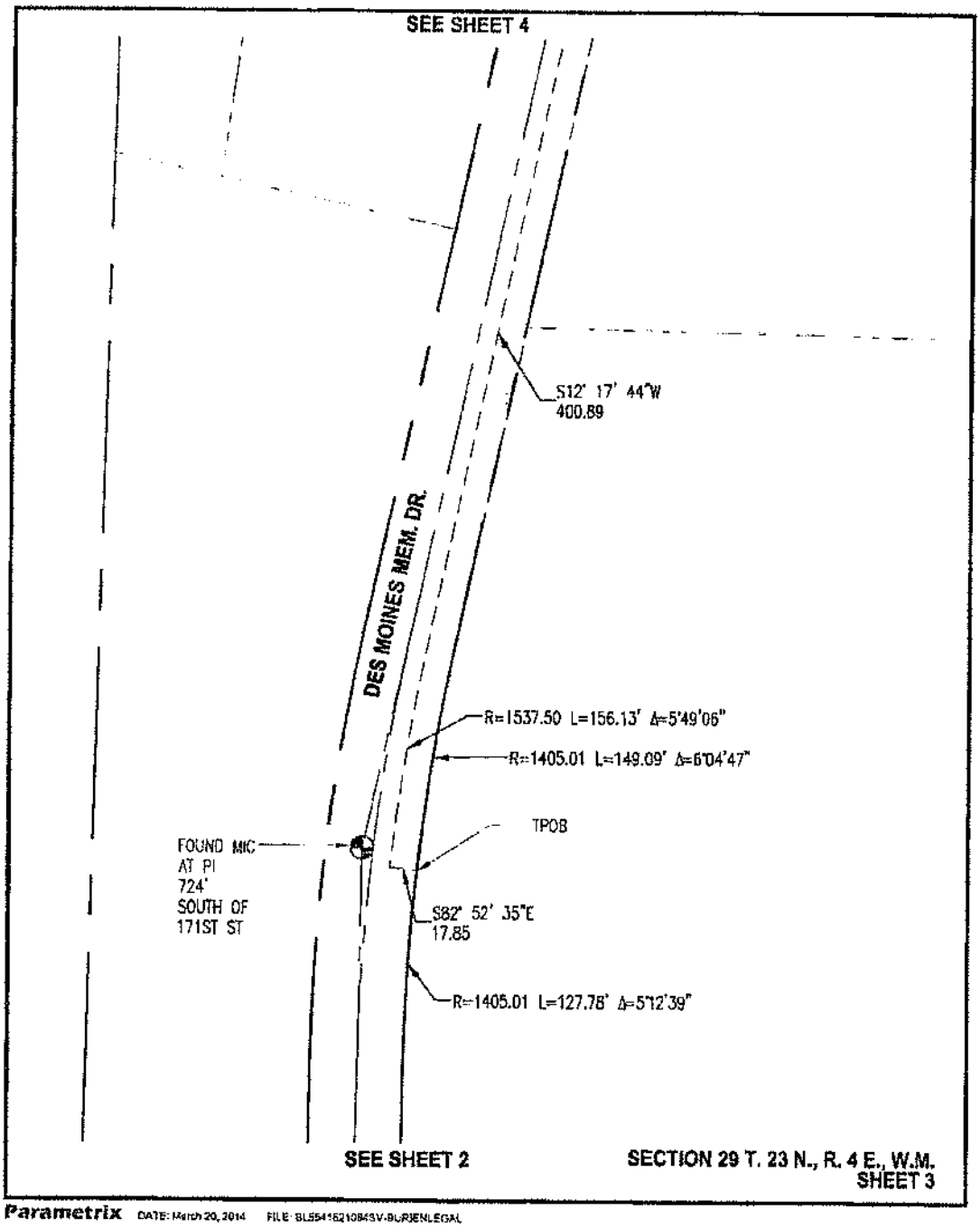

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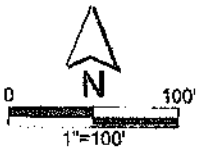

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LEGAL DESCRIPTION
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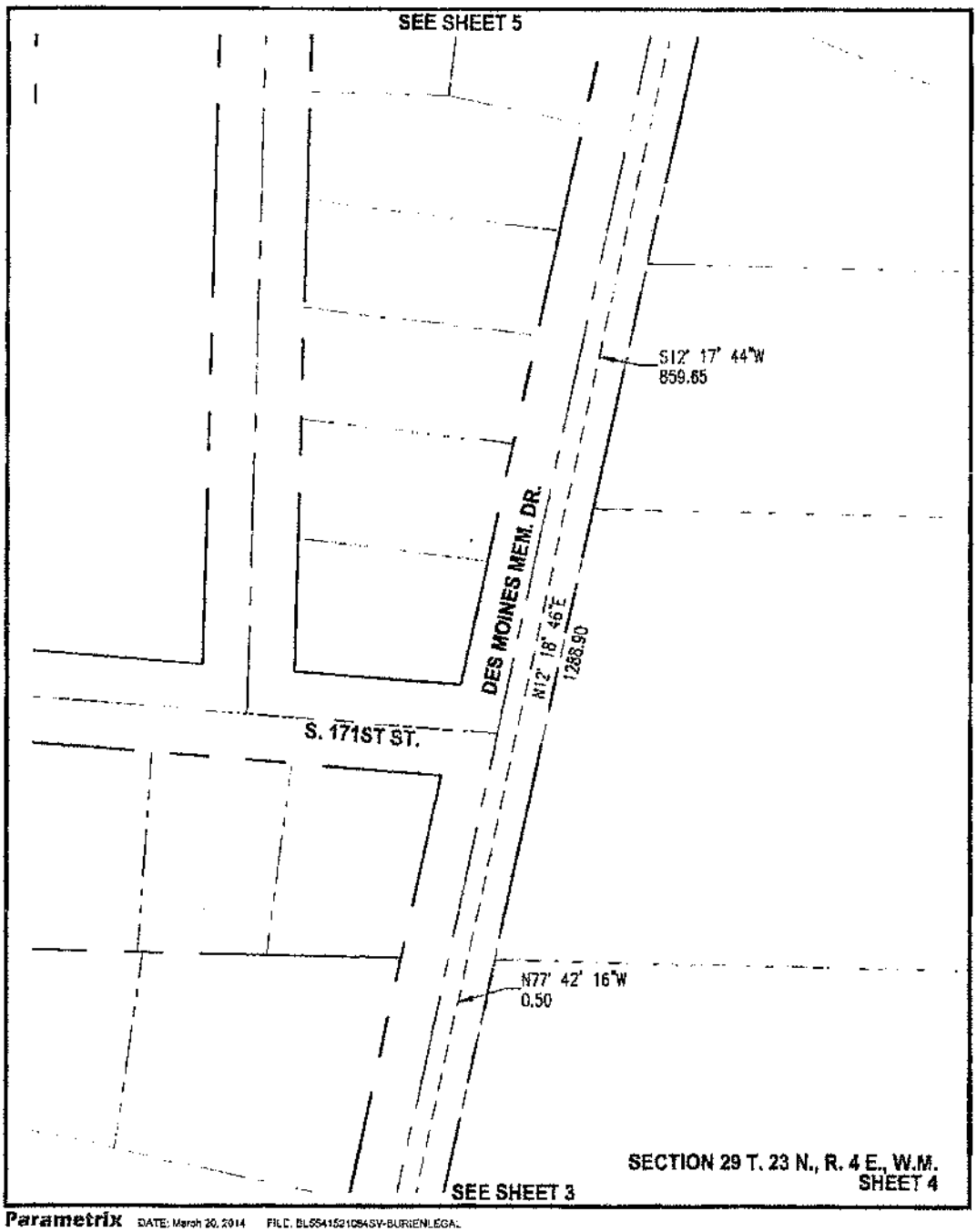

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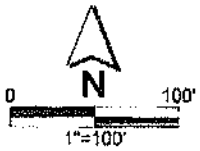

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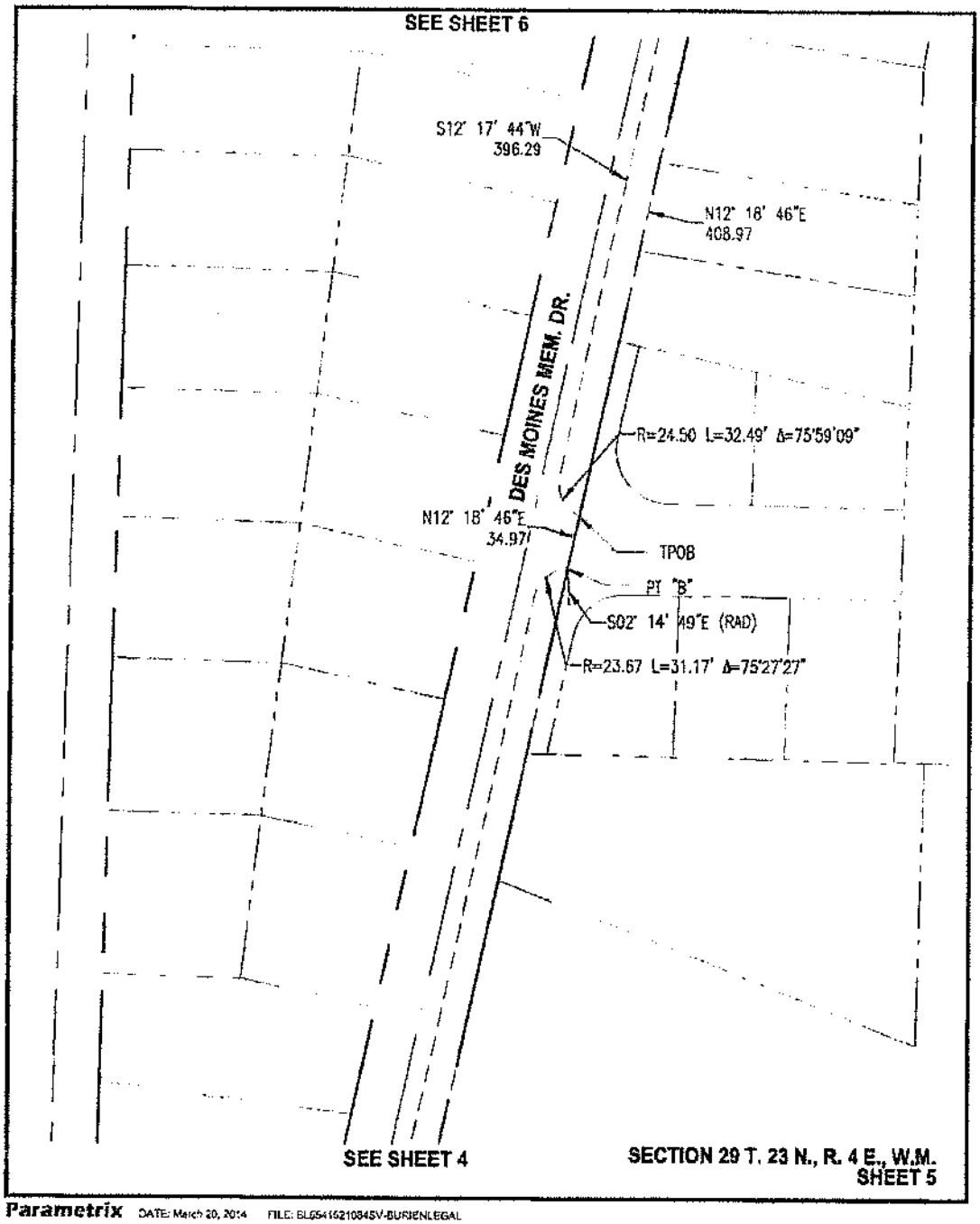
LEGAL DESCRIPTION
EXHIBIT



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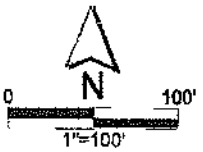

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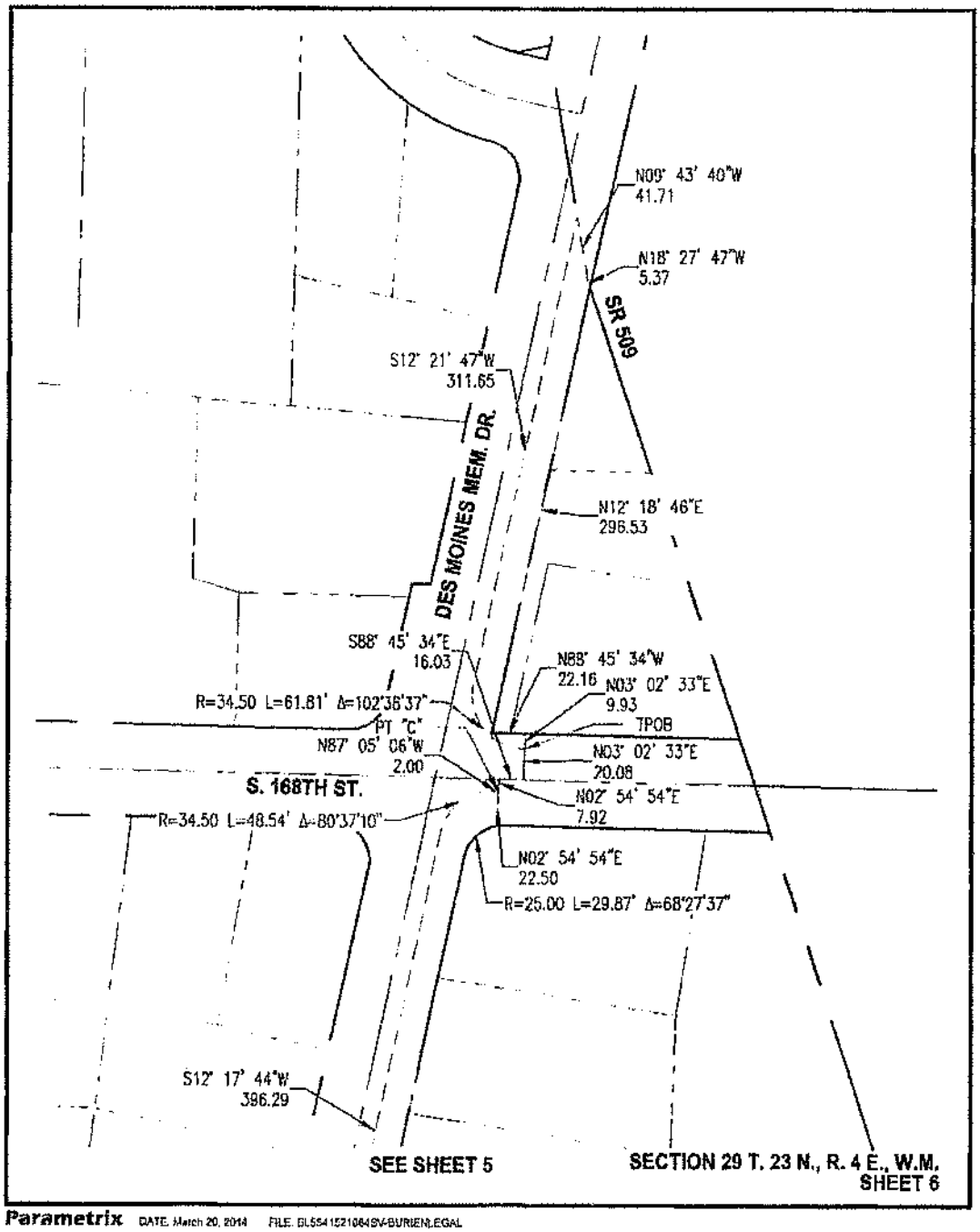
LEGAL DESCRIPTION
EXHIBIT



Parametrix DATE: March 20, 2014 FILE: BL5541521064SV-BURIEN.EGAL

N

0 100'

1"=100'

LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT

Exhibit B

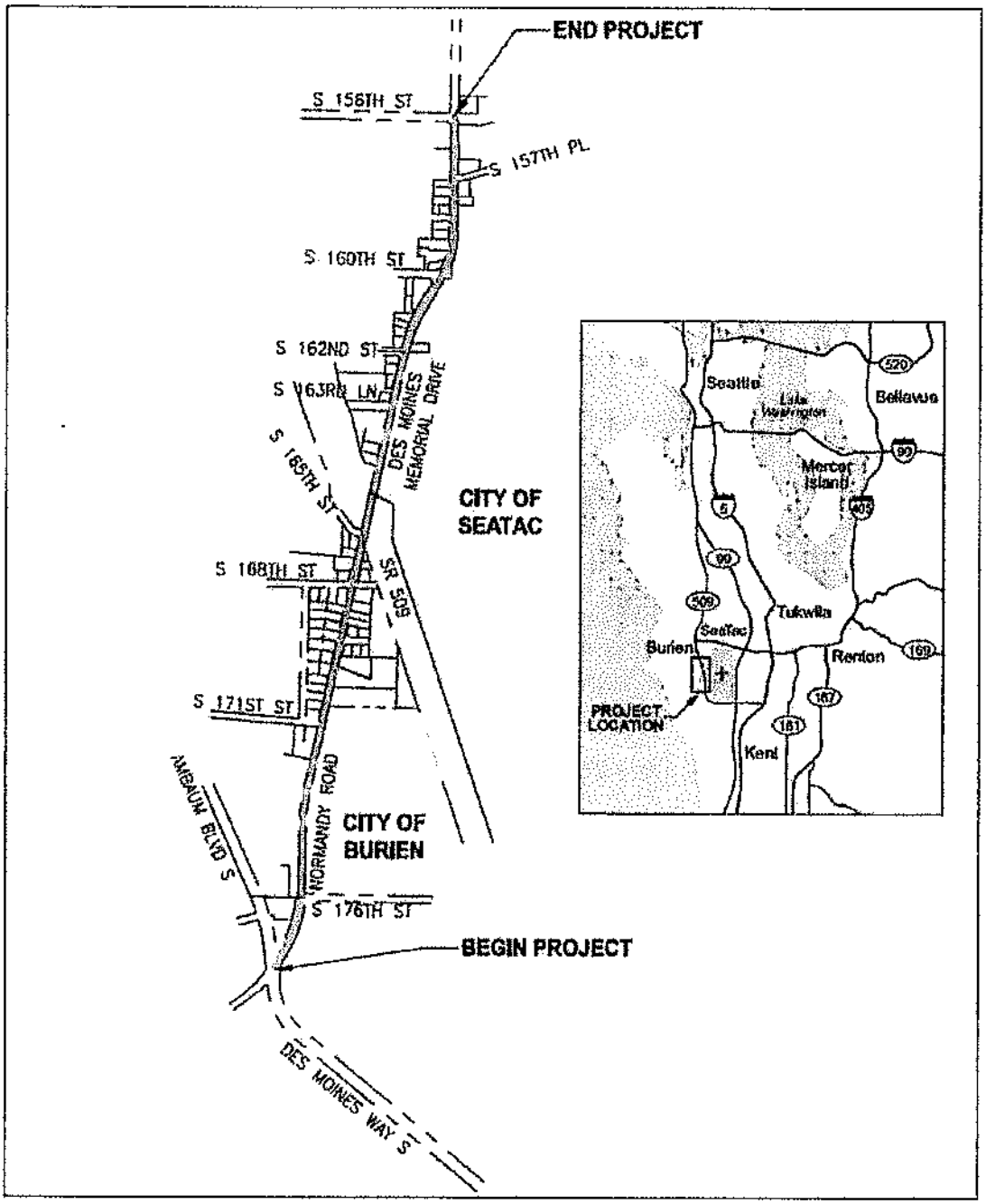

END PROJECT
S 156TH ST
S 157TH PL
S 160TH ST
S 162ND ST
S 163RD LN
S 165TH ST
DES MOINES MEMORIAL DRIVE
CITY OF SEATAC
S 168TH ST
SR 509
S 171ST ST
AMBAUM BLVD S
NORMANDY ROAD
CITY OF BURIEN
S 176TH ST
BEGIN PROJECT
DES MOINES WAY S
Seattle
Lake Washington
Bellevue
Mercer Island
Tukwila
SeaTac
Burien
Renton
Kent
PROJECT LOCATION

EXHIBIT C

Form of Restrictive Covenant

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

TRAIL RESTRICTIVE COVENANT

Grantor: City of Burien, a municipal corporation of the State of Washington
Grantee: King County, a political subdivision of the State of Washington
Full Legal Description: See Exhibit A to this Restrictive Covenant
Legal Description (abbr.): A portion of Des Moines Memorial Drive South located within the NW ¼ of Sect. 32, the SW ¼ and the NW ¼ of Sect. 29, T. 23 N. R. 4 E. W.M.
Assessor's Tax Parcel Nos.: 3846600000, 2923040000, 3223040000

This restrictive covenant for trail purposes ("Covenant") is effective as of the ___ day of _____, 20__, and is made and executed by and between the City of Burien, a municipal corporation of the State of Washington ("City") and King County, a political subdivision of the State of Washington ("County").

RECITALS

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct on property owned by the City a portion of what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive extending from South Normandy Road in the City of Burien to 156th Way in the City of SeaTac. The portion of Segment B within the boundaries of the City, subject to the Interagency Agreement, is known as "the Project".

B. The City holds fee simple title to a portion of Segment B within the City's boundaries, which portion is legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property").

C. The Interagency Agreement provides that, after construction by the County and recording of this Covenant, the County will transfer ownership of the Project Improvements to the City and the City will provide long-term Maintenance and Operation of the Project as a Regional Trail.

D. The County has constructed Segment B, in part with County levy funds pursuant to King County Ordinance 15760, which authorizes use of said funds to develop rights of way for regional trails.

E. RCW 36.89.050 authorizes the County to construct a park or recreational facility and transfer to a city the County's ownership interest in, and the operation and maintenance obligations for, that facility provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.

F. Segment B is a critical segment of the larger Regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound, and will provide recreational and health benefits to residents of the City and the County.

G. The City agreed in the Interagency Agreement, and hereby further acknowledges, that because the Property is a critical segment of the Lake to Sound Trail, there are no equivalent facilities within the County that would serve the same purpose.

H. The City acknowledges that recording of this Covenant is essential to fulfilling the obligations of RCW 36.89.050 and the Interagency Agreement.

AGREEMENT

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City hereby binds itself, its successors and assigns to the permanent restrictive covenants identified herein, which covenants shall run with the land and burden the Property for the sole benefit of the County and the County's significant interests in the other park, open space and trail facilities that make up the King County system of parks, trails, and recreational facilities. The City and the County agree that the County and its successors in interest shall have standing to enforce these covenants. The City and the County further agree and declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the City and its successors and assigns and all subsequent owners of interests in the Property, and to the County and its successors and assigns. The City warrants that all owners of the Property have executed this document.

COVENANTS

1. The City, as required by RCW 36.89.050, covenants that the Property shall continue to be used in perpetuity for a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, horseback riding, and other nonmotorized uses are allowed, which provides recreational opportunities and enhances regional mobility (hereafter "Regional Trail") and shall not be converted to a different use.

2. The City covenants that allowing the Property to be used for a Regional Trail shall include any and all actions by the City necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

3. The City covenants that the Property will be operated and maintained as a Regional Trail, which includes any and all actions necessary to keep the trail open and accessible to the public and in a safe and suitable condition for use as a Regional Trail, including but not limited to, regular inspections, repairs or replacement of Improvements, sweeping or cleaning of surfaces, removal and/or covering of graffiti, removal of litter, removal of encroachments, maintenance of vegetation, and pruning of trees and shrubs as needed to maintain sight distances; and any and all actions necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

4. The City covenants that the Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.

5. The City covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents.

6. The City covenants that any and all user fees charged for use of the Property for Regional Trail purposes, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.

7. The City covenants that it shall place the preceding covenants in any deed transferring any portion of the Property.

8. The City covenants that County shall have legal standing to enforce these covenants.

9. Remedies. The County, its successors, designees, or assigns shall have the following remedies against the City, its successors, designees, or assigns for violation of this Covenant:

A. Default. If the City fails to observe or perform any of the terms,

conditions, obligations, restrictions, covenants, representations or warranties of this Covenant, and if such noncompliance is not corrected as provided herein, then such noncompliance shall be considered an event of default.

B. County's Remedies. In such case, County shall be entitled to all remedies in law or in equity against City, including without limitation the rights: (1) to compel specific performance by the City of its obligations under this Covenant, and (2) to restrain by injunction the actual or threatened commission or attempt of a breach of this Covenant and to obtain a judgment or order specifically prohibiting a violation or breach of this Covenant. In seeking any equitable remedies, County shall not be required to prove or establish that County does not have an adequate remedy at law. The City hereby waives the requirement of any such proof and acknowledges that County would not have an adequate remedy at law for the City's breach of this Covenant.

C. Notice. Before County pursues a remedy against the City for breach of this Covenant, County shall provide written notice specifying the default to the City. The City shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for the City to complete such cure, provided that City commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).

D. Immediate Action. If County, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant harm that would be counter to the terms and purposes of this Covenant, County may pursue its remedies under this Section 8 without prior notice to Grantor and without waiting for the cure period to expire.

E. Delay. Delay in enforcing the provisions hereof as to any breach or violation shall not impair, damage or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.

10. Indemnification. In addition to and separate from the remedy provisions in Section 9 of this Covenant, the City, for itself, its successors, designees, and assigns, agrees:

A. to protect, defend, indemnify and hold harmless the County, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever, arising out of or in any way resulting from a failure of the City, its successors, designees and assigns to wholly or partially comply with this Covenant; and

B. release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") relating to or arising from uses of the Property that occur on or after the effective date of this Covenant.

C. The City, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to carry out the indemnification duties herein.

11. Notice. Notice shall be sent to:

King County:	City of Burien:
Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA 98104 With a copy to: King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400 Seattle, WA 98104	Public Works Department 400 SW 152nd St., Ste 300 Burien, WA 98166

Any notices required to be given by the Parties shall be delivered at the addresses set forth above. Any notices may be delivered (i) by personal service on the addressee of the notice, (ii) by deposit with a nationally recognized overnight delivery service, or (iii) by deposit as registered or certified mail in the United States mail, postage prepaid. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any person delivering notice via an overnight delivery service shall be responsible to confirm delivery.

12. Severability. If any provision of this Covenant shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13. Amendments. This Covenant shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.

14. Governing Law. This Covenant shall be governed by the laws of the state of Washington. Venue for any action concerning this Covenant shall be in King County, Washington.

IN WITNESS WHEREOF, the City and the County have executed this Covenant on the date set forth above.

CITY OF BURIEN, a
A Washington State municipal corporation

By _____
Name _____
Its _____

KING COUNTY, a
political subdivision of the State of Washington

By _____
Name _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF BURIEN, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

EXHIBIT A (to Exhibit C)
LEGAL DESCRIPTION OF PROPERTY

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 32, THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, NORTH 88°55'37" WEST, A DISTANCE OF 1046.68 FEET, MORE OR LESS TO A POINT WHICH IS 52.58 FEET EAST OF THE CENTERLINE OF DES MOINES MEMORIAL DRIVE, THENCE SOUTH 01°00'22" WEST, A DISTANCE OF 18.60 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01°00'22" WEST, A DISTANCE OF 11.40 FEET TO THE SOUTH LINE OF SOUTH 176TH STREET;
THENCE NORTH 88°55'37" WEST A DISTANCE OF 2.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 25 FEET;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°28'13", A DISTANCE OF 11.11 FEET TO A POINT ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1077.87 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 83°37'52" WEST;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°27'12", A DISTANCE OF 516.46 FEET;
THENCE SOUTH 33°49'20" WEST, A DISTANCE OF 0.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 245.94 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°56'23", A DISTANCE OF 59.83 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 68°08'58" WEST, A DISTANCE OF 26.31 FEET, MORE OR LESS, TO THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, NORTH 21°51'02" EAST A DISTANCE OF 32.32 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 199.50 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°27'52", A DISTANCE OF 36.44 FEET;
THENCE NORTH 32°18'54" EAST, A DISTANCE OF 21.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1062.50 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°42'41", A DISTANCE OF 458.25 FEET TO THE BEGININNG OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE NORTH AND EAST, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°24'09", A DISTANCE OF 50.22 FEET;
THENCE SOUTH 88°59'38" EAST, A DISTANCE OF 10.51 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29, THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION, NORTH 88°55'37" WEST, A DISTANCE OF 925.93 FEET, MORE OR LESS TO A POINT WHICH IS 173.34 FEET EAST OF THE CENTERLINE OF DES MOINES MEMORIAL DRIVE,
THENCE NORTH 01°23'56" EAST, A DISTANCE OF 10.45 FEET, MORE OR LESS TO A POINT AT THE BACK OF WALK OR AN EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°23'56" EAST, A DISTANCE OF 19.55 FEET, MORE OR LESS TO THE NORTH LINE OF SAID SOUTH 176TH STREET;
THENCE ALONG SAID NORTH LINE, NORTH 88°55'37" WEST, A DISTANCE OF 116.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET;
THENCE WEST AND NORTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°38'00", A DISTANCE OF 39.55 FEET TO A POINT ON THE EAST LINE OF SAID DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1065.87 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18"23", A DISTANCE OF 5.70 FEET TO A POINT "A";
THENCE LEAVING SAID EAST LINE, NORTH 88°36'00" WEST, A DISTANC OF 14.02 FEET, MORE OR LESS, TO THE BACK OF CURB OR EXTENSION THEREOF, THENCE ALONG SAID BACK OF CURB, SOUTH 00°50'06" WEST A DISTANCE OF 15.86 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE SOUTH AND EAST ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°34'42", A DISTANCE OF 53.94 FEET;
THENCE SOUTH 88°44'35" EAST, A DISTANCE OF 120.81 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID SOUTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A", SAID POINT BEING ON THE EAST LINE OF SAID DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1065.87 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 88°36'00" WEST;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°22'40", A DISTANCE OF 7.03 FEET;
THENCE NORTH 01°01'20" EAST, A DISTANCE OF 547.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 1405.01 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°12'39", A DISTANCE OF 127.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID CURVE WITH A RADIUS OF 1405.01 FEET, THROUGH A CENTRAL ANGLE OF 06°04'47", A DISTANCE OF 149.09 FEET;

THENCE NORTH 12°18'46" EAST, A DISTANCE OF 1288.90 FEET, MORE OR LESS, TO A POINT "B", SAID POINT BEING ON OR THE EXTENTION OF THE BACK OF CURB, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 23.67 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 02°14'49" EAST;
THENCE FOLLOWING SAID BACK OF CURB, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°27'27", A DISTANCE OF 31.17 FEET;
THENCE SOUTH 12°17'44" WEST, A DISTANCE OF 859.65 FEET TO A TRANSITION POINT IN SAID BACK OF CURB;
THENCE NORTH 77°42'16" WEST, A DISTANCE OF 0.50 FEET TO THE BACK OF CURB TO THE SOUTH;
THENCE FOLLOWING SAID BACK OF CURB, SOUTH 12°17'44" WEST, A DISTANCE OF 400.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 1537.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°49'06", A DISTANCE OF 156.13 FEET;
THENCE LEAVING SAID BACK OF CURB OR EXTENSION THEREOF, SOUTH 82°52'35" EAST, A DISTANCE OF 17.85 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

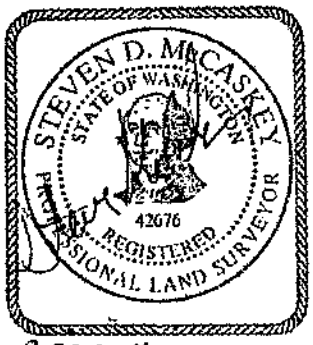
TOGETHER WITH THAT PORTION OF SAID SOUTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "B", SAID POINT BEING ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 34.97 FEET MORE OR LESS TO A POINT ON THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 408.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET;
THENCE NORTH AND EAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°27'37", A DISTANCE OF 29.87 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 02°54'54" EAST, A DISTANCE OF 22.50 FEET, MORE OR LESS, TO A POINT "C", SAID POINT BEING AT THE EXTENSION OF THE BACK OF CURB;
THENCE ALONG THE BACK OF CURB OR THE EXTENSION THEREOF, NORTH 87°05'06" WEST, A DISTANCE OF 2.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE WEST AND SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°37'10", A DISTANCE OF 48.54 FEET;
THENCE SOUTH 12°17'44" WEST, A DISTANCE OF 396.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 24.50 FEET;
THENCE SOUTH AND EAST, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°59'09", A DISTANCE OF 32.49 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "C", THENCE NORTH 02°54'54" EAST, A DISTANCE OF 7.92 FEET TO THE CENTERLINE OF SOUTH 168TH STREET, SAID CENTERLINE ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29;
THENCE ALONG SAID CENTERLINE SOUTH 88°45'34" EAST, A DISTANCE OF 16.03 FEET;
THENCE LEAVING SAID CENTERLINE, NORTH 03°02'33" EAST, A DISTANCE OF 20.08 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR THE EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 03°02'33" EAST, A DISTANCE OF 9.93 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH 168TH STREET;
THENCE ALONG SAID NORTH LINE, NORTH 88°45'34" WEST, A DISTANCE OF 22.16 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 296.53 FEET, MORE OR LESS, TO THE SOUTH LINE OF STATE ROUTE 509;
THENCE ALONG SAID SOUTH LINE, NORTH 18°27'47" WEST, A DISTANCE OF 5.37 FEET;
THENCE NORTH 09°43'40" WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, SOUTH 12°21'47" WEST, A DISTANCE OF 311.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°38'37", A DISTANCE OF 61.81 FEET TO THE TRUE POINT OF BEGINNING.

SAID PORTIONS CONTAINING 60,456.39 SQUARE FEET MORE OR LESS



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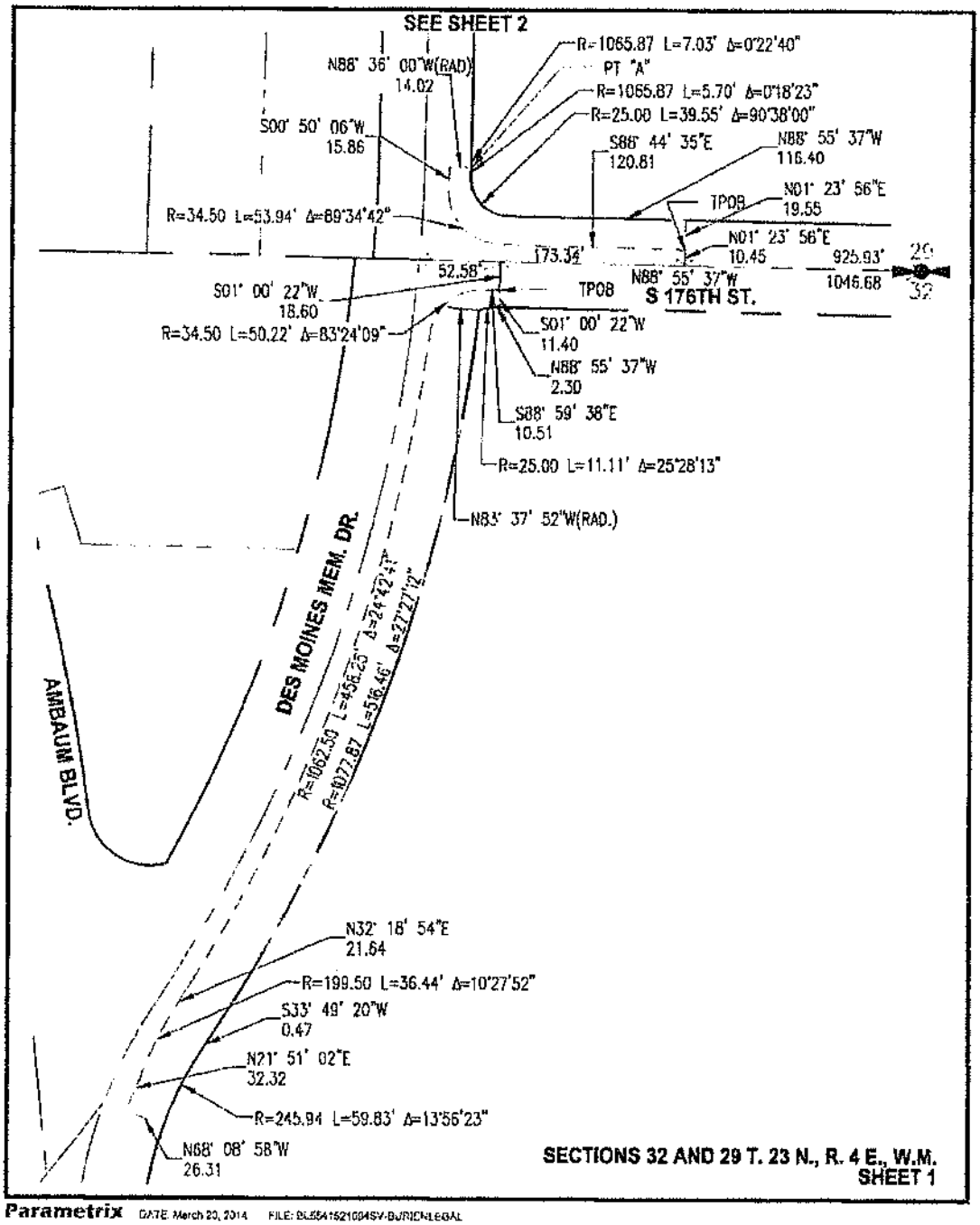


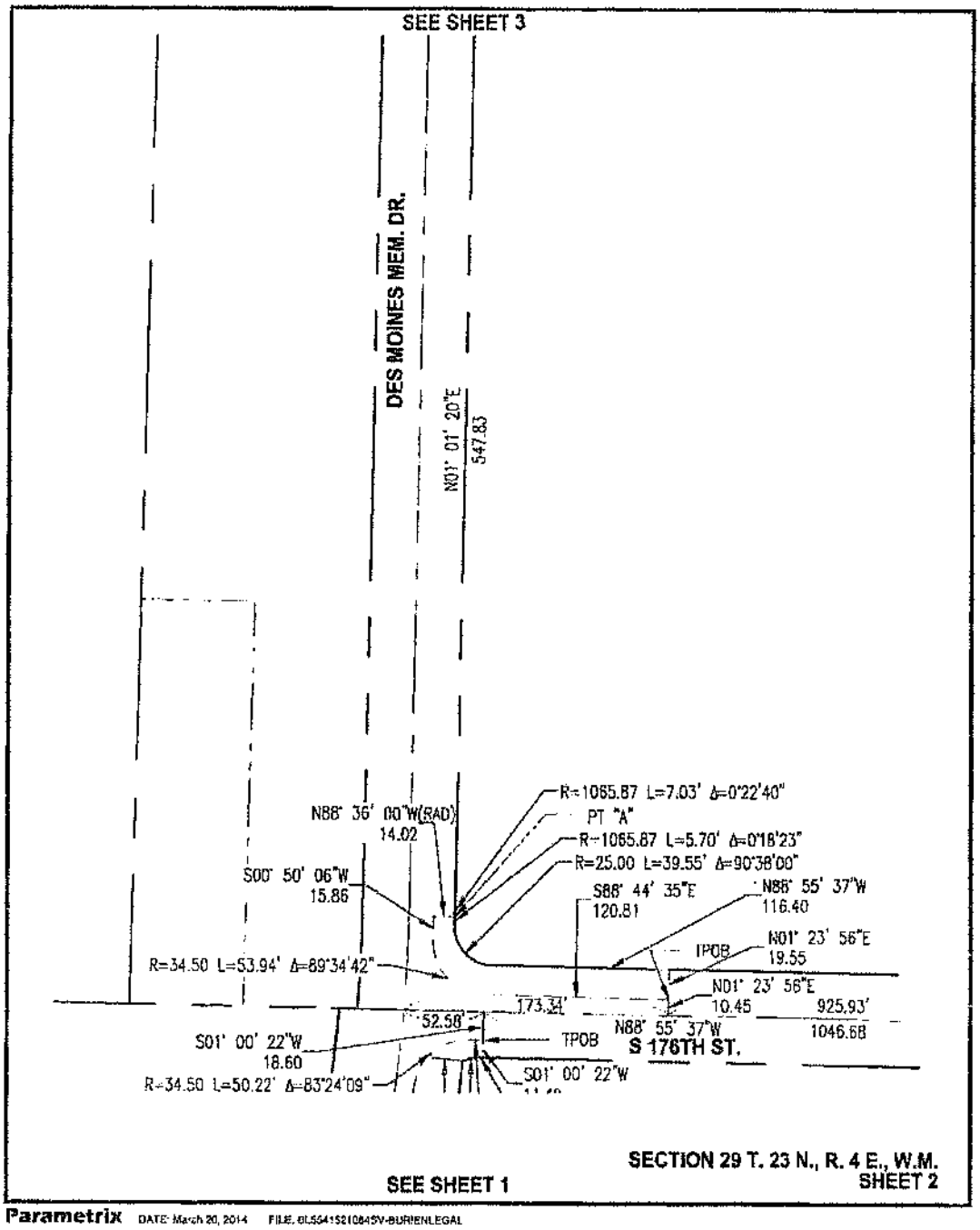
Parametrix DATE: March 20, 2014 FILE: BL5541521094SV-BURIENLEGAL

N

0 100'

1"=100'

LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



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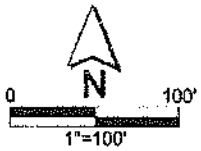
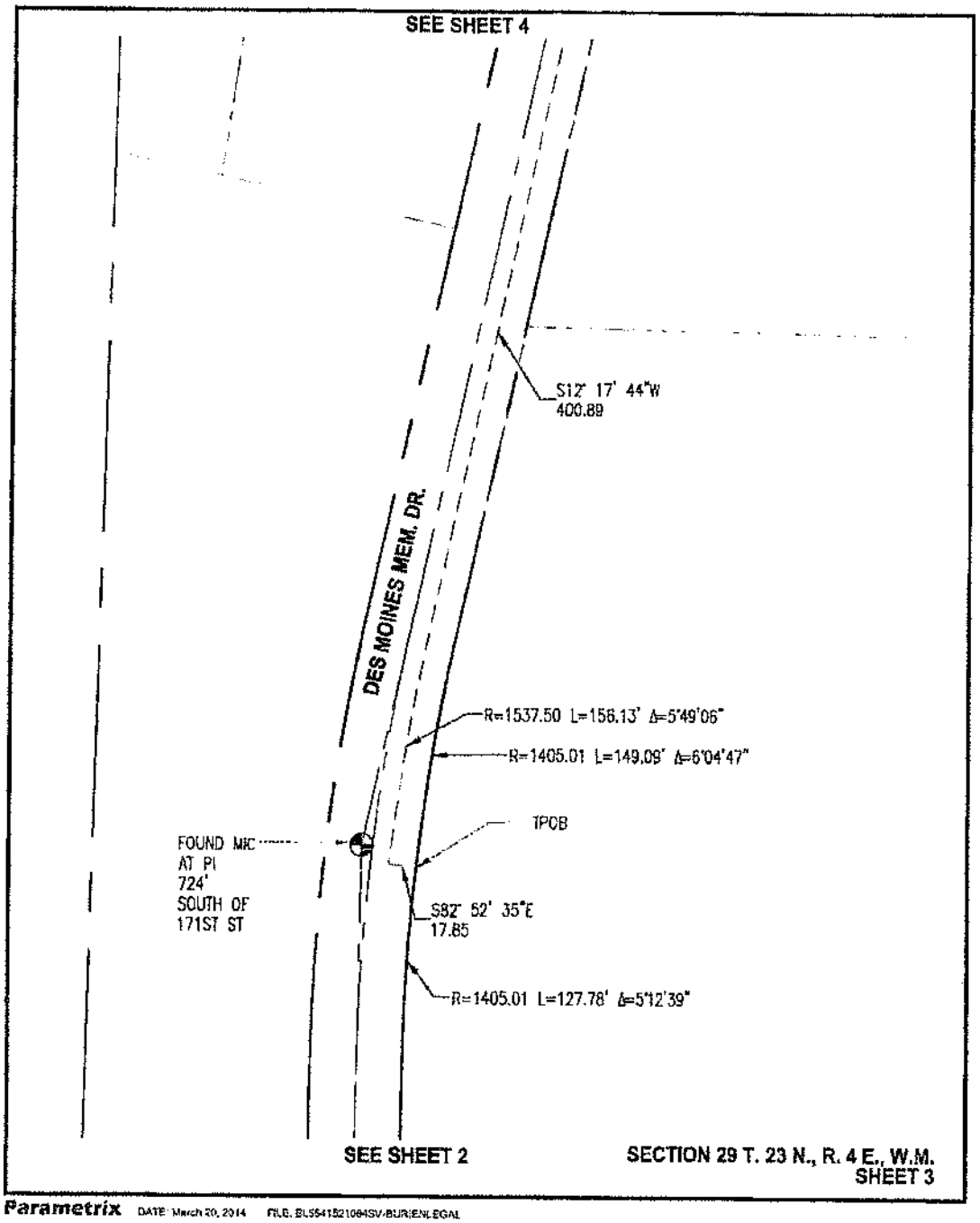


LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



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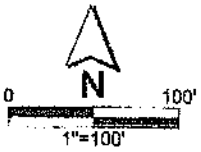
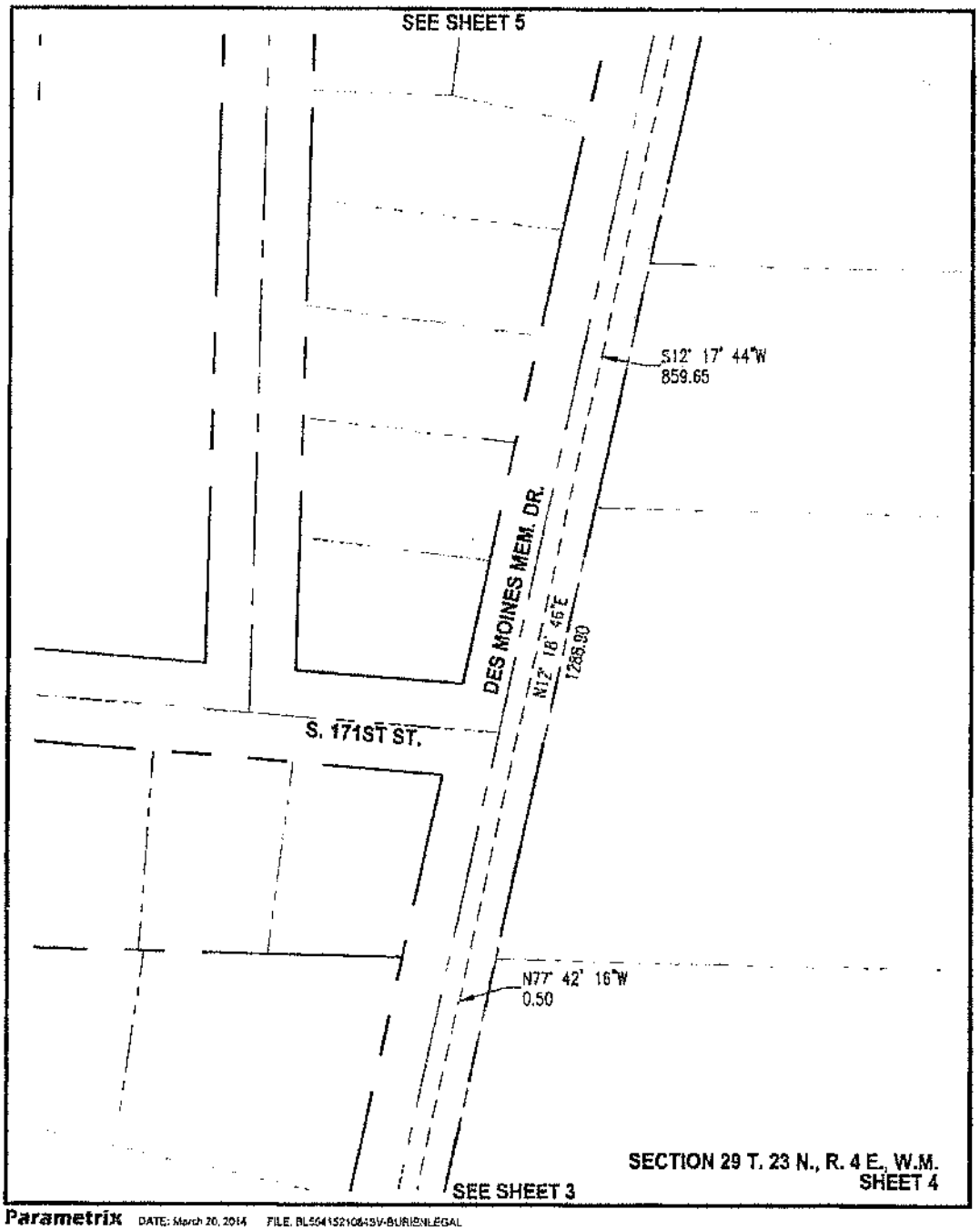


LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



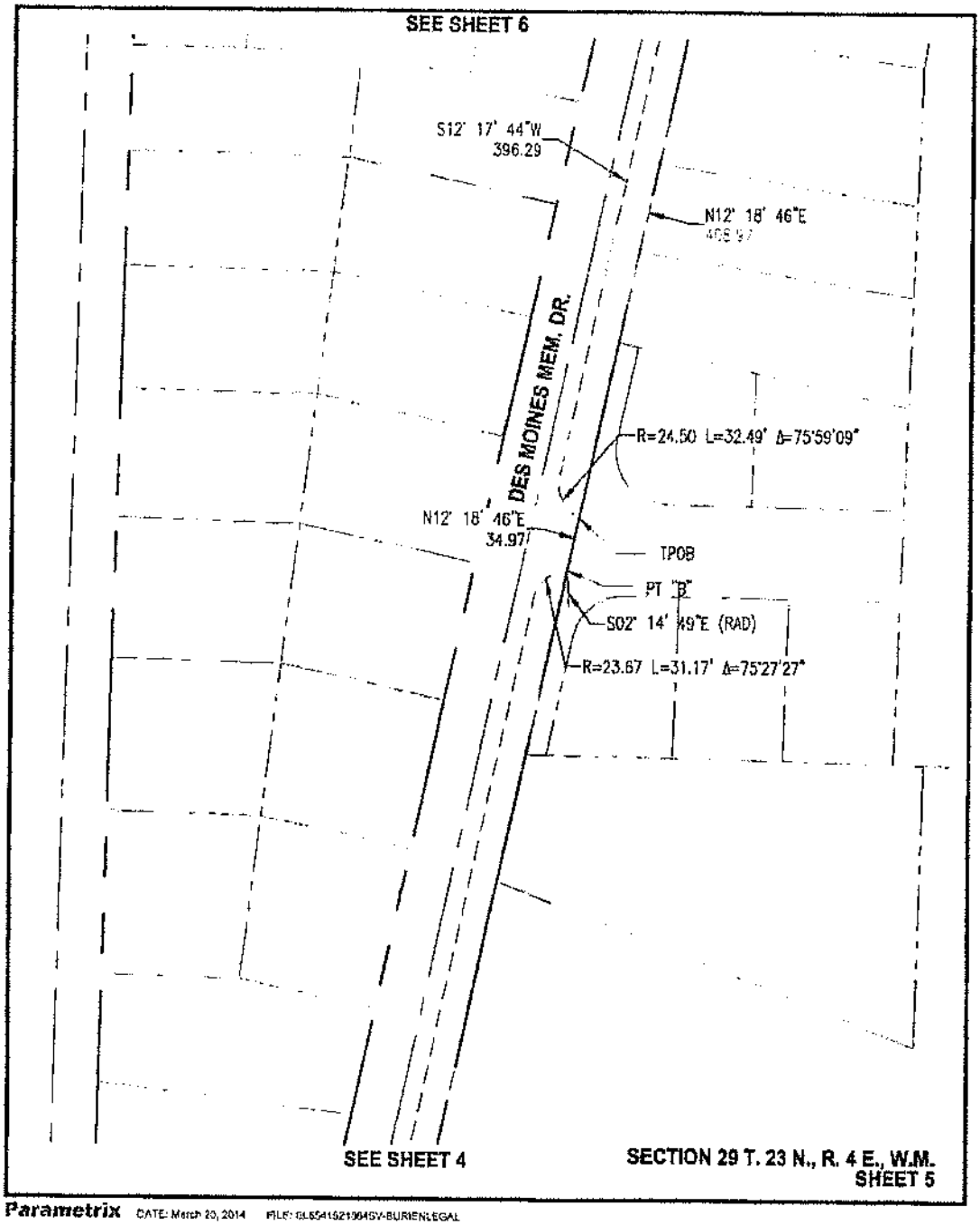
Parametrix DATE: March 20, 2014 FILE: BL5041521064SV-BURIENLEGAL

N

0 100'

1"=100'

LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



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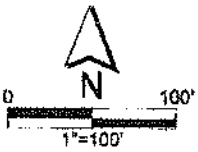
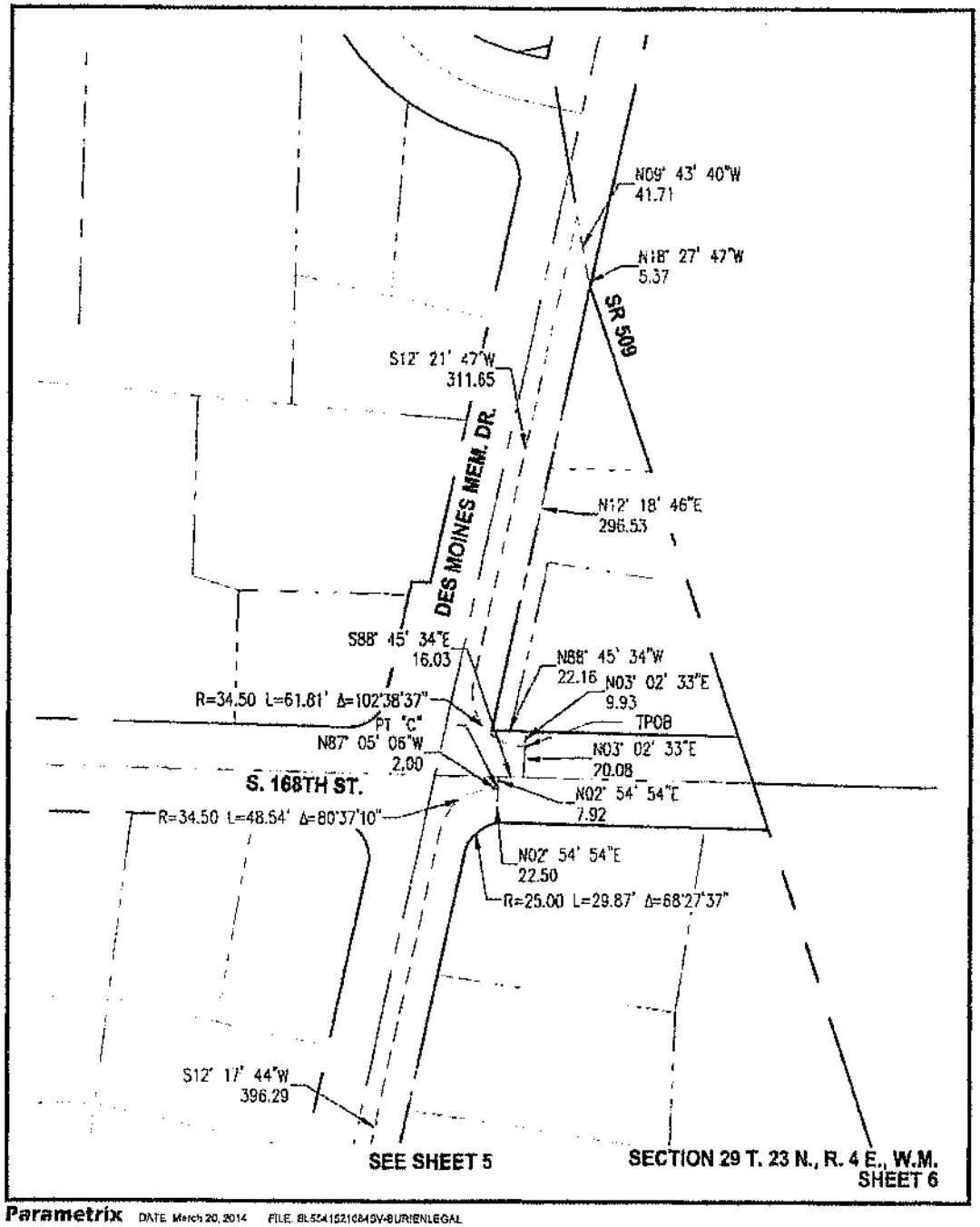
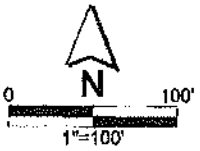


LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



Parametrix DATE March 20, 2014 FILE BL5241521084SV-BURIENLEGAL



LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT

EXHIBIT D

Form of Sign Easement

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

PERMANENT SIGN EASEMENT

Grantor: City of Burien, a municipal corporation of the State of Washington
Grantee: King County, a political subdivision of the State of Washington
Full Legal Description: See Exhibit A to this Sign Easement
Legal Description (abbr.): A portion of Des Moines Memorial Drive South located within the NW ¼ of Sect. 32, the SW ¼ and the NW ¼ of Sect. 29, T. 23 N. R. 4 E. W.M.
Assessor's Tax Parcel Nos.: 3846600000, 2923040000, 3223040000.

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City of Burien, a municipal corporation of the State of Washington ("Grantor"), does hereby grant to King County, a political subdivision of the State of Washington its successors and assigns, and agents ("Grantee"), a permanent non-exclusive easement over and across those portions of the real property legally described as the "Permanent Sign Easement Area(s)" on Exhibit A and depicted on Exhibit B hereto, which Exhibits are incorporated hereby by this reference. The Grantor warrants that all owners of the Permanent Sign Easement Area(s) have executed this document.

This Easement is granted for the purposes of accessing and constructing, inspecting, reconstructing, maintaining and repairing informational signs for the public related to the Lake to Sound Regional Trail ("Signs").

Grantee shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Permanent Sign Easement Area(s) for the purposes of exercising the Grantee's rights as described herein.

Grantor shall not conduct, authorize or allow actions that remove, alter, obstruct the view of, or otherwise interfere with any improvements installed by Grantee within the Permanent Sign Easement Area(s), without the prior written approval of Grantee. Except as provided in this paragraph, neither Grantor nor Grantee is hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights.

In the event Grantee abandons this Easement, Grantee shall remove the Signs and fill holes constructed in the ground by Grantee, or shall otherwise restore the property upon which the Signs are located to the same or similar condition as it was immediately before Grantee entered the Permanent Sign Easement Area.

Grantor and Grantee each agree to protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind ("Actions") arising out of, or in connection with, or incident to the exercise of its rights or obligations under this Permanent Sign Easement, except to the extent such Actions arise out of or result from the negligent acts or omissions of the other party. Each party agrees that it is fully responsible for the acts and omissions of its own contractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The Easement granted hereby, and the rights, duties, limitations and obligations herein created, shall run with the land, shall burden the Permanent Sign Easement Area(s), and shall be binding upon the Grantor and Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Permanent Sign Easement as of the day and year last signed below.

CITY OF BURIEN, a
A Washington State municipal corporation

By _____
Name _____
Its _____

KING COUNTY, a
political subdivision of the State of Washington

By _____
Name _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF BURIEN, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

EXHIBIT A (to Exhibit D)
PERMANENT SIGN EASEMENT AREA
LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 32, THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, NORTH 88°55'37" WEST, A DISTANCE OF 1046.68 FEET, MORE OR LESS TO A POINT WHICH IS 52.58 FEET EAST OF THE CENTERLINE OF DES MOINES MEMORIAL DRIVE, THENCE SOUTH 01°00'22" WEST, A DISTANCE OF 18.60 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01°00'22" WEST, A DISTANCE OF 11.40 FEET TO THE SOUTH LINE OF SOUTH 176TH STREET;
THENCE NORTH 88°55'37" WEST A DISTANCE OF 2.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 25 FEET;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°28'13", A DISTANCE OF 11.11 FEET TO A POINT ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1077.87 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 83°37'52" WEST;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°27'12", A DISTANCE OF 516.46 FEET;
THENCE SOUTH 33°49'20" WEST, A DISTANCE OF 0.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 245.94 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°56'23", A DISTANCE OF 59.83 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 68°08'58" WEST, A DISTANCE OF 26.31 FEET, MORE OR LESS, TO THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, NORTH 21°51'02" EAST A DISTANCE OF 32.32 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 199.50 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°27'52", A DISTANCE OF 36.44 FEET;
THENCE NORTH 32°18'54" EAST, A DISTANCE OF 21.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1062.50 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°42'41", A DISTANCE OF 458.25 FEET TO THE BEGININNG OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE NORTH AND EAST, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°24'09", A DISTANCE OF 50.22 FEET;
THENCE SOUTH 88°59'38" EAST, A DISTANCE OF 10.51 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29, THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION, NORTH 88°55'37" WEST, A DISTANCE OF 925.93 FEET, MORE OR LESS TO A POINT WHICH IS 173.34 FEET EAST OF THE CENTERLINE OF DES MOINES MEMORIAL DRIVE, THENCE NORTH 01°23'56" EAST, A DISTANCE OF 10.45 FEET, MORE OR LESS TO A POINT AT THE BACK OF WALK OR AN EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°23'56" EAST, A DISTANCE OF 19.55 FEET, MORE OR LESS TO THE NORTH LINE OF SAID SOUTH 176TH STREET;
THENCE ALONG SAID NORTH LINE, NORTH 88°55'37" WEST, A DISTANCE OF 116.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET;
THENCE WEST AND NORTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°38'00", A DISTANCE OF 39.55 FEET TO A POINT ON THE EAST LINE OF SAID DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1065.87 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18"23", A DISTANCE OF 5.70 FEET TO A POINT "A";
THENCE LEAVING SAID EAST LINE, NORTH 88°36'00" WEST, A DISTANC OF 14.02 FEET, MORE OR LESS, TO THE BACK OF CURB OR EXTENSION THEREOF, THENCE ALONG SAID BACK OF CURB, SOUTH 00°50'06" WEST A DISTANCE OF 15.86 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE SOUTH AND EAST ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°34'42", A DISTANCE OF 53.94 FEET;
THENCE SOUTH 88°44'35" EAST, A DISTANCE OF 120.81 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID SOUTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A", SAID POINT BEING ON THE EAST LINE OF SAID DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1065.87 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 88°36'00" WEST;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°22'40", A DISTANCE OF 7.03 FEET;
THENCE NORTH 01°01'20" EAST, A DISTANCE OF 547.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 1405.01 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°12'39", A DISTANCE OF 127.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID CURVE WITH A RADIUS OF 1405.01 FEET, THROUGH A CENTRAL ANGLE OF 06°04'47", A DISTANCE OF 149.09 FEET;

THENCE NORTH 12°18'46" EAST, A DISTANCE OF 1288.90 FEET, MORE OR LESS, TO A POINT "B", SAID POINT BEING ON OR THE EXTENTION OF THE BACK OF CURB, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 23.67 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 02°14'49" EAST;
THENCE FOLLOWING SAID BACK OF CURB, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°27'27", A DISTANCE OF 31.17 FEET;
THENCE SOUTH 12°17'44" WEST, A DISTANCE OF 859.65 FEET TO A TRANSITION POINT IN SAID BACK OF CURB;
THENCE NORTH 77°42'16" WEST, A DISTANCE OF 0.50 FEET TO THE BACK OF CURB TO THE SOUTH;
THENCE FOLLOWING SAID BACK OF CURB, SOUTH 12°17'44" WEST, A DISTANCE OF 400.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 1537.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°49'06", A DISTANCE OF 156.13 FEET;
THENCE LEAVING SAID BACK OF CURB OR EXTENSION THEREOF, SOUTH 82°52'35" EAST, A DISTANCE OF 17.85 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

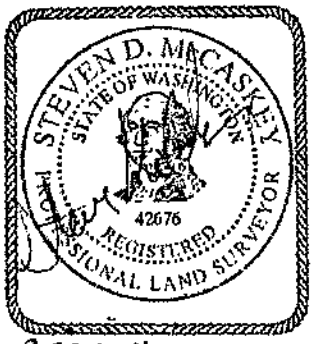
TOGETHER WITH THAT PORTION OF SAID SOUTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "B", SAID POINT BEING ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 34.97 FEET MORE OR LESS TO A POINT ON THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 408.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET;
THENCE NORTH AND EAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°27'37", A DISTANCE OF 29.87 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 02°54'54" EAST, A DISTANCE OF 22.50 FEET, MORE OR LESS, TO A POINT "C", SAID POINT BEING AT THE EXTENSION OF THE BACK OF CURB;
THENCE ALONG THE BACK OF CURB OR THE EXTENSION THEREOF, NORTH 87°05'06" WEST, A DISTANCE OF 2.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE WEST AND SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°37'10", A DISTANCE OF 48.54 FEET;
THENCE SOUTH 12°17'44" WEST, A DISTANCE OF 396.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 24.50 FEET;
THENCE SOUTH AND EAST, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°59'09", A DISTANCE OF 32.49 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

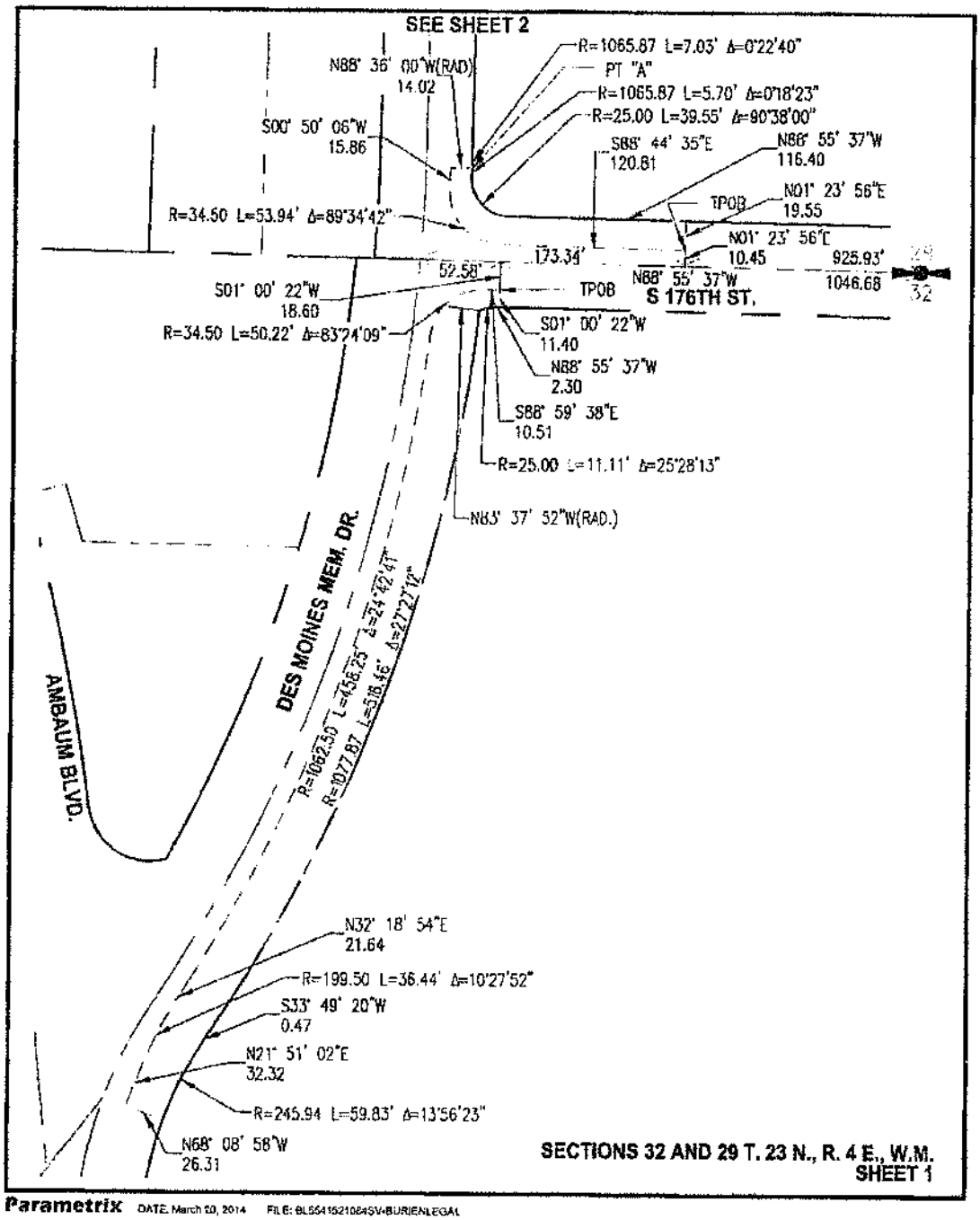
COMMENCING AT SAID POINT "C", THENCE NORTH 02°54'54" EAST, A DISTANCE OF 7.92 FEET TO THE CENTERLINE OF SOUTH 168TH STREET, SAID CENTERLINE ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29;
THENCE ALONG SAID CENTERLINE SOUTH 88°45'34" EAST, A DISTANCE OF 16.03 FEET;
THENCE LEAVING SAID CENTERLINE, NORTH 03°02'33" EAST, A DISTANCE OF 20.08 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR THE EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 03°02'33" EAST, A DISTANCE OF 9.93 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH 168TH STREET;
THENCE ALONG SAID NORTH LINE, NORTH 88°45'34" WEST, A DISTANCE OF 22.16 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 296.53 FEET, MORE OR LESS, TO THE SOUTH LINE OF STATE ROUTE 509;
THENCE ALONG SAID SOUTH LINE, NORTH 18°27'47" WEST, A DISTANCE OF 5.37 FEET;
THENCE NORTH 09°43'40" WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, SOUTH 12°21'47" WEST, A DISTANCE OF 311.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°38'37", A DISTANCE OF 61.81 FEET TO THE TRUE POINT OF BEGINNING.

SAID PORTIONS CONTAINING 60,456.39 SQUARE FEET MORE OR LESS



3-20-2014

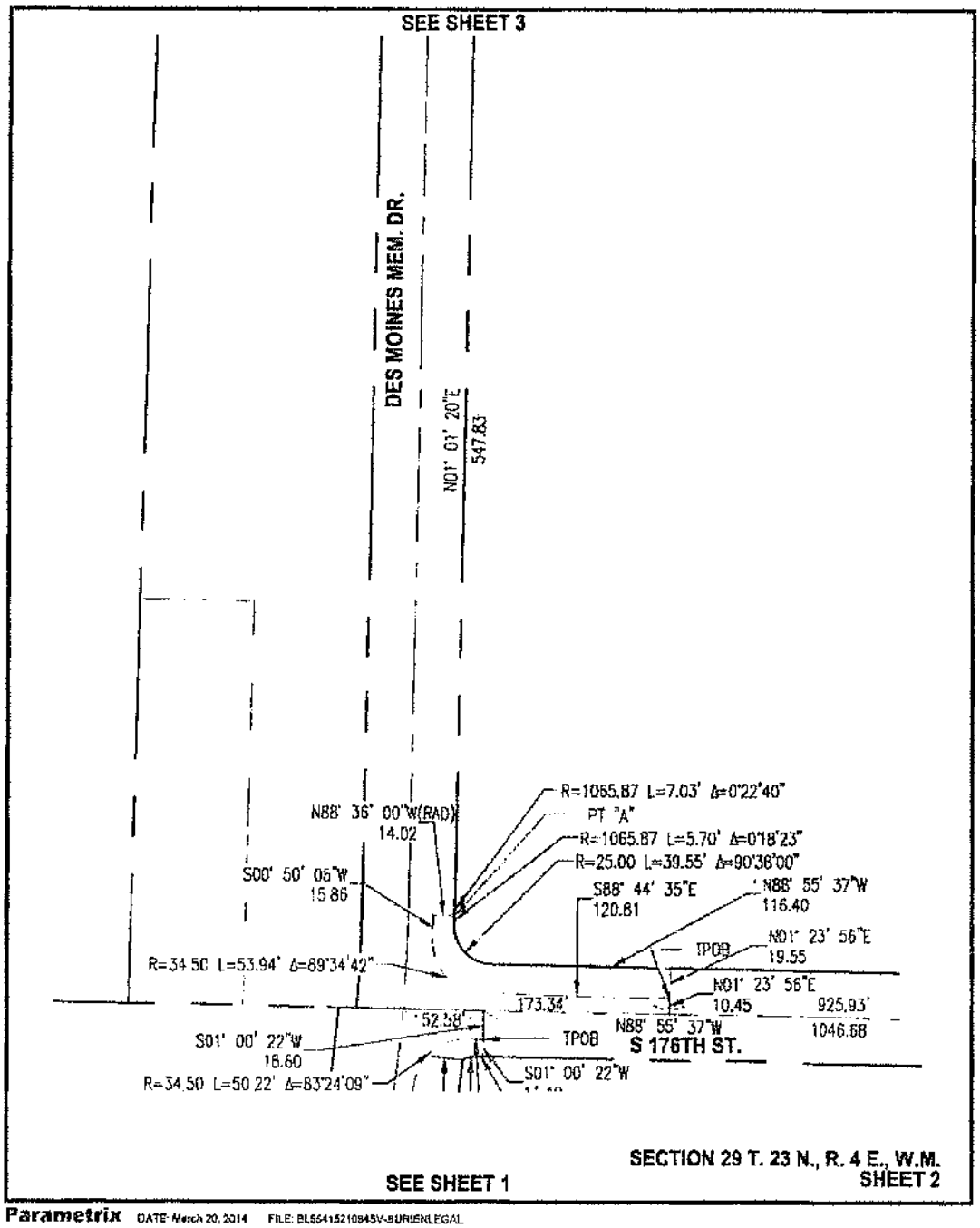
EXHIBIT B (to Exhibit D)
PERMANENT SIGN EASEMENT AREA
DEPICTION



Parametrix DATE: March 10, 2014 FILE: BLS541521084SV-BURIENLEGAL

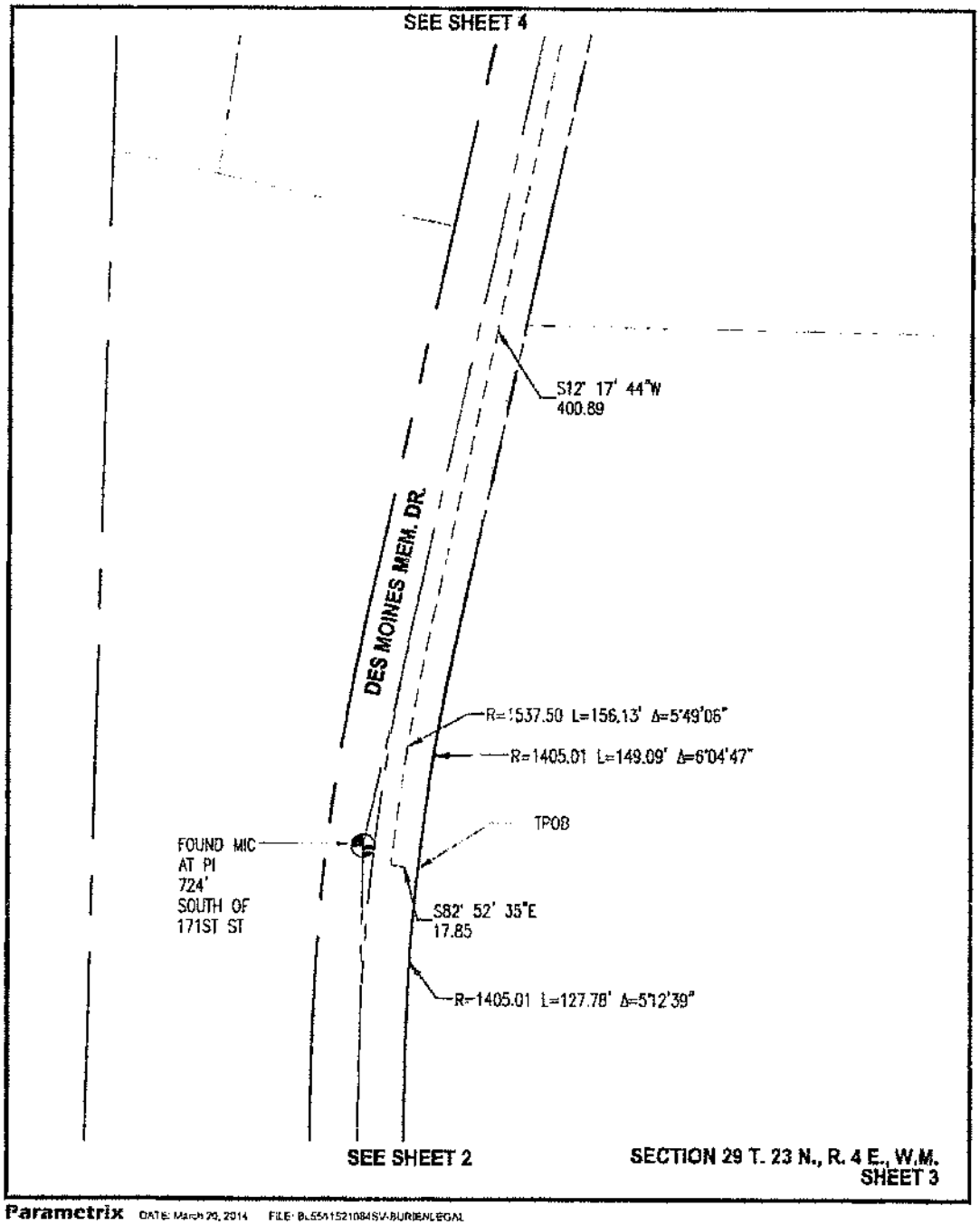
0 N 100'
1"=100'

LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



Parametrix DATE: March 20, 2014 FILE: BL5641521094SV-BURIENLEGAL

LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



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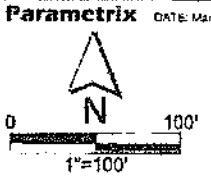
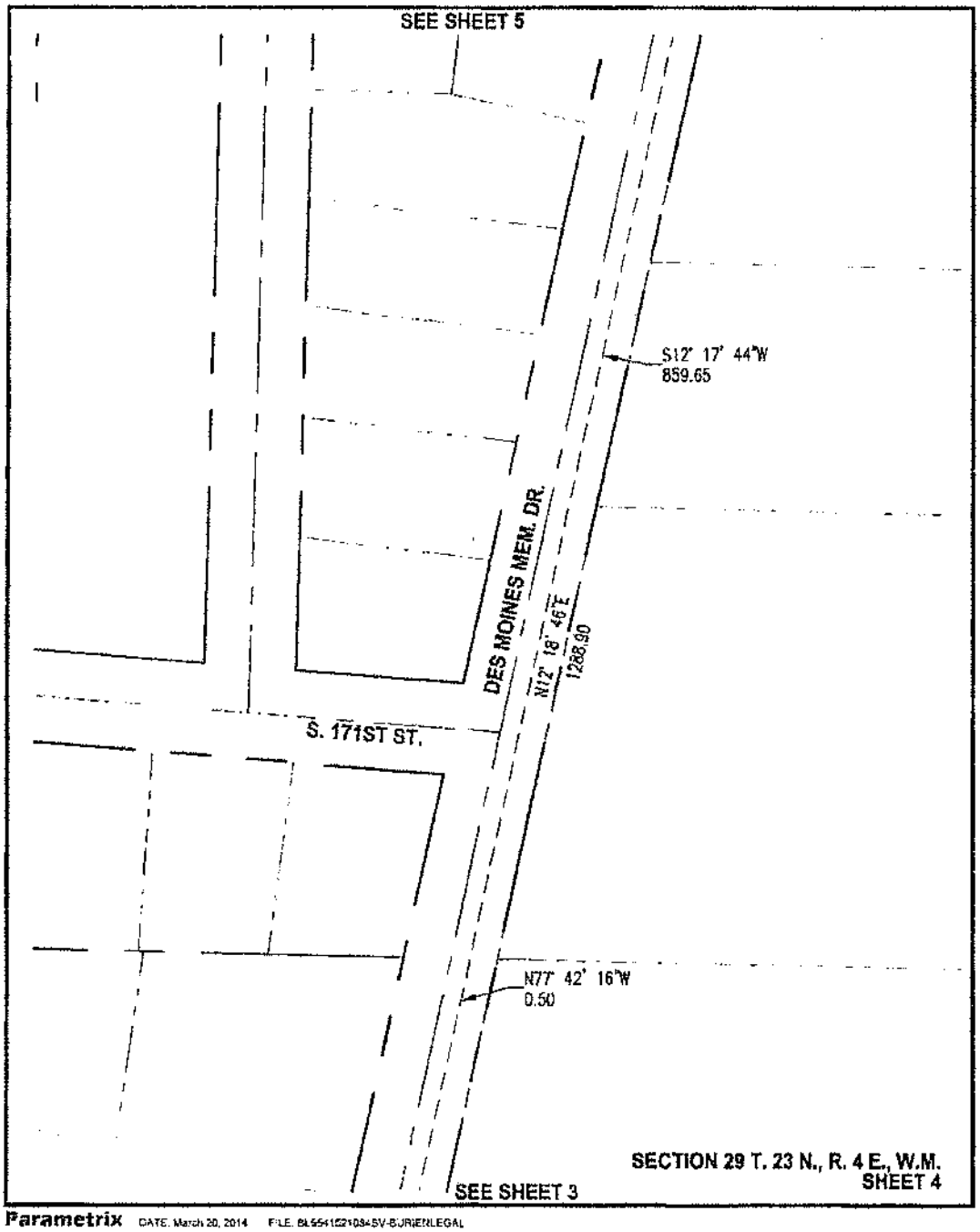
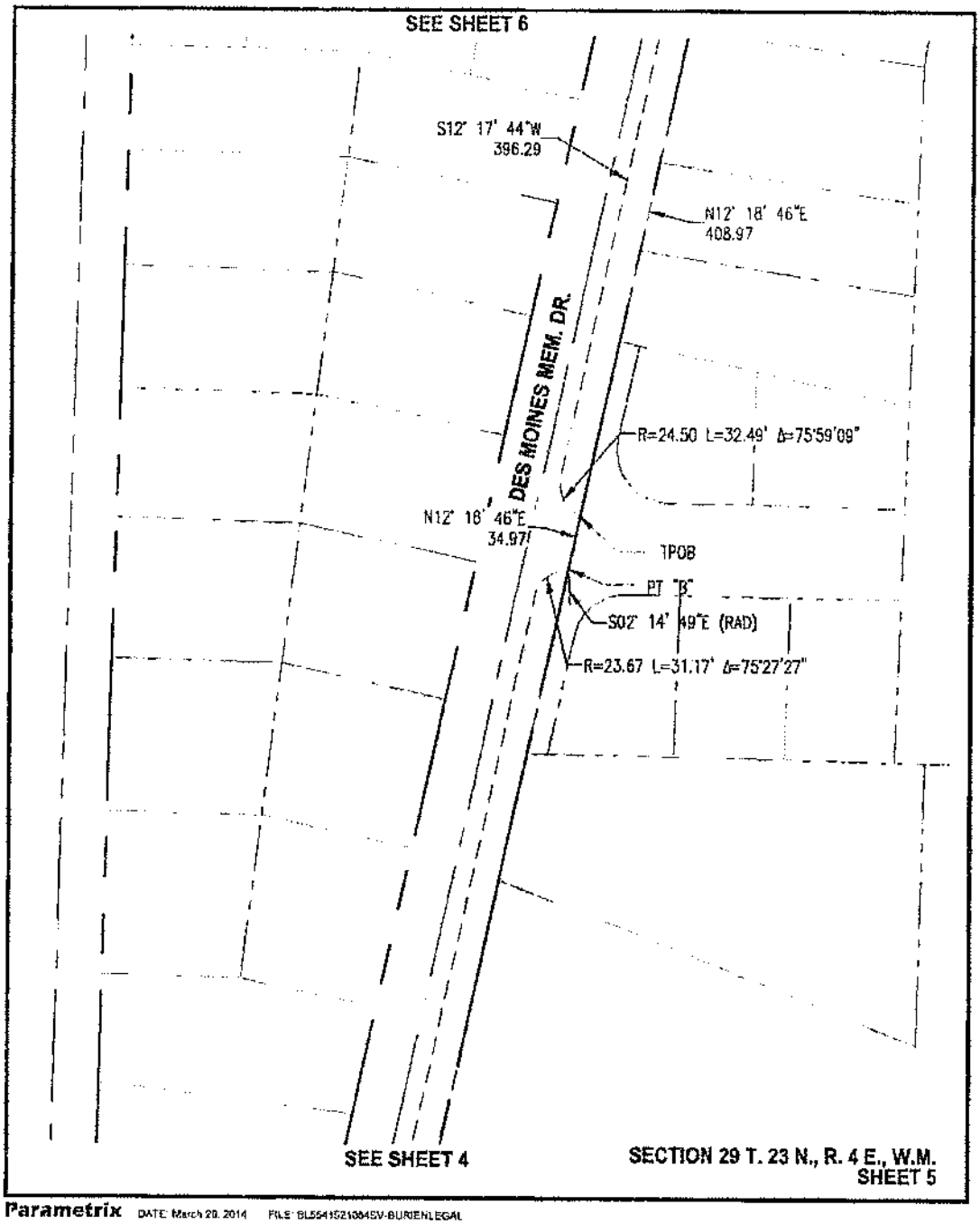


LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT

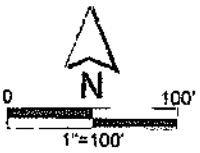


Parametrix DATE: March 20, 2014 FILE: BL5541521084SV-BURIENLEGAL

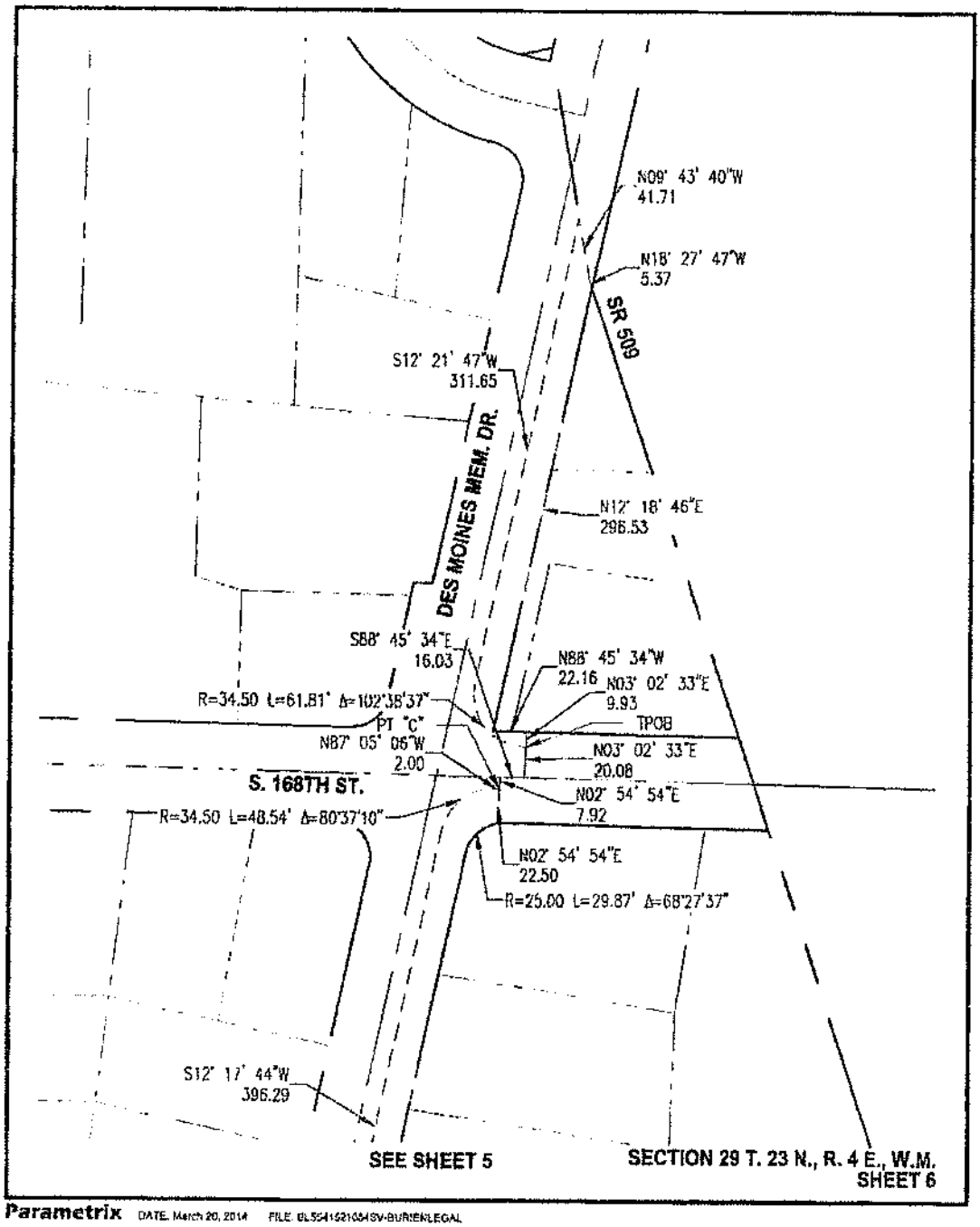
LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



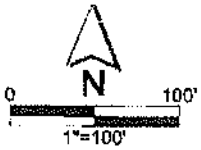
Parametrix DATE: March 28, 2014 FILE: BL55415210845V-BURIENLEGAL



LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



Parametrix DATE: March 20, 2014 FILE: BL55415210S4SV-BURIENLEGAL



LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT

EXHIBIT E

Form of Quitclaim and Assignment of Easement

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

QUITCLAIM AND ASSIGNMENT

Grantor(s): King County, a political subdivision of the State of Washington
Grantee(s): City of Burien, a municipal corporation of the State of Washington
Full Legal Description: See Exhibits A and B to this Quitclaim and Assignment of Easement
Assessor's Tax Parcel Nos.: 2923049488, 2923049202

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, King County, a political subdivision of the State of Washington, ("Grantor"), hereby assigns and quitclaims to the City of Burien, a municipal corporation of the State of Washington ("Grantee"), all of Grantor's right, title and interest to the Easement (attached hereto as Exhibit A, which is incorporated herein by this reference) that burdens the property legally described in Exhibit B (attached hereto and incorporated herein by this reference ("Property")).

By accepting assignment and quitclaim of this Easement, Grantee accepts all improvements constructed by Grantor on or within the Property (Improvements) "as is where is", agrees that the Grantor makes no warranty nor representation express or implied regarding the fitness, quality, design and condition, capacity, suitability or performance of the Improvements, and is not responsible for any maintenance, repairs, service or defect in the Improvements or the operation and use of the Improvements, and

releases Grantor from any and all conditions of said Easement.

Dated this ___ day of _____, 20__.

GRANTOR: KING COUNTY

BY: _____

Its _____

GRANTEE: CITY OF BURIEN

BY: _____

Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF BURIEN, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

EXHIBIT A (to Exhibit E)
EASEMENT DESCRIPTION

SUBJECT PROPERTY – TAX PARCEL 2923049488 (PER STATUTORY WARRANTY DEED 9606241383)

THAT PORTION OF LOT 1 OF KING COUNTY SHORT PLAT NO. 785016, RECORDED UNDER RECORDING NUMBER 8603210760, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE NORTH 12°18'46" EAST ALONG THE WEST LINE OF SAID LOT, SAID WEST LINE ALSO BEING THE EAST LINE OF DES MOINES MEMORIAL DRIVE, A DISTANCE OF 73.00 FEET;
THENCE LEAVING SAID WEST LINE, SOUTH 77°42'16" EAST, A DISTANCE OF 8.00 FEET;
THENCE SOUTH 12°18'46" WEST, A DISTANCE OF 74.26 FEET TO THE SOUTH LINE OF SAID LOT;
THENCE NORTH 68°45'26" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING.

SAID PORTION CONTAINING 589.01 SQUARE FEET MORE OR LESS

SUBJECT PROPERTY – TAX PARCEL 2923049202 (PER K.C. ASSESSOR)

THAT PORTION OF LOT 2 OF KING COUNTY SHORT PLAT NO. 785016, RECORDED UNDER RECORDING NUMBER 8603210760, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTH 12°18'46" WEST ALONG THE WEST LINE OF SAID LOT, SAID WEST LINE ALSO BEING THE EAST LINE OF DES MOINES MEMORIAL DRIVE, A DISTANCE OF 124.01 FEET;
THENCE LEAVING SAID WEST LINE, SOUTH 77°42'16" EAST, A DISTANCE OF 8.00 FEET;
THENCE NORTH 12°18'46" EAST, A DISTANCE OF 122.75 FEET TO THE NORTH LINE OF SAID LOT;
THENCE NORTH 68°45'26" WEST, A DISTANCE OF 8.10 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

SAID PORTION CONTAINING 987.01 SQUARE FEET MORE OR LESS.

EXHIBIT B (to Exhibit E)
LEGAL DESCRIPTION OF PROPERTY

SUBJECT PROPERTY – TAX PARCEL 2923049488 (PER STATUTORY WARRANTY DEED 9606241383)

LOT 1 OF KING COUNTY SHORT PLAT NO. 785016, RECORDED UNDER RECORDING NUMBER 8603210760, BEING A PORTION OF THE FOLLOWING:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTHERLY ALONG THE EASTERLY LINE THEREOF 454.313 FEET;
THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID SUBDIVISION 350.261 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SUBDIVISION 258.671 FEET;
THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID SUBDIVISION 480.722 FEET TO THE EASTERLY LINE OF DES MOINES HIGHWAY;
THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 263.627 FEET TO A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID SUBDIVISION AND EXTENDED WESTERLY FROM THE TRUE POINT OF BEGINNING;
THENCE EASTERLY ON SAID PARALLEL LINE 529.702 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT PROPERTY – TAX PARCEL 2923049202 (PER K.C. ASSESSOR)

LOT 2 OF KING COUNTY SHORT PLAT NO. 785016, RECORDED UNDER RECORDING NUMBER 8603210760, BEING A PORTION OF THE FOLLOWING:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE NORTHERLY ALONG THE EASTERLY LINE THEREOF 454.313 FEET;
THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID SUBDIVISION 350.261 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SUBDIVISION 258.671 FEET;
THENCE WESTERLY PARALLEL WITH THE SOUTHERLY LINE OF SAID SUBDIVISION 480.722 FEET TO THE EASTERLY LINE OF DES MOINES HIGHWAY;
THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 263.627 FEET TO A LINE PARALLEL WITH THE SOUTHERLY LINE OF SAID SUBDIVISION AND EXTENDED WESTERLY FROM THE TRUE POINT OF BEGINNING;
THENCE EASTERLY ON SAID PARALLEL LINE 529.702 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT F

Form of Bill of Sale

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 South Jackson Street, Room 700
Seattle, WA 98104-3855

QUIT CLAIM BILL OF SALE

Grantor: King County, a political subdivision of the State of Washington
Grantee: The City of Burien, a municipal corporation of the State of Washington
Legal Description (abbr.): A portion of Des Moines Memorial Drive South located within the NW ¼ of Sect. 32, the SW ¼ and the NW ¼ of Sect. 29, T. 23 N. R. 4 E. W.M.
Assessor's Tax Parcel Nos.: 3846600000, 2923040000, 3223040000.

This Quit Claim Bill of Sale is made this __ day of _____, 20__ between King County a political subdivision of the State of Washington (Grantor) and the City of Burien, a municipal corporation of the State of Washington ("Grantee") and collectively referred to as the "Parties."

WITNESSETH:

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct a portion of what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive extending from South Normandy Road in the City of Burien to 156th Way in the City of SeaTac. The portion of Segment B within the boundaries of the City, subject to the Interagency Agreement, is known as "the Project".

B. The Interagency Agreement provides that, after construction of the Project by the County and recording of a Restrictive Covenant by the City requiring the property

on which the trail was built to be used in perpetuity for a Regional Trail, the County will transfer to the City ownership of the Project improvements located on or within real property within the right of way for Des Moines Memorial Drive ("Right of Way Property") legally described in Exhibit A attached hereto and incorporated herein.

C. All of the conditions and circumstances set forth in the Interagency Agreement for transfer of ownership of the Project improvements have been met.

NOW THEREFORE, in consideration of the mutual covenants between the Parties recited herein, the receipt and adequacy of which is hereby acknowledged, Grantor hereby absolutely and unconditionally quitclaims, grants, sells, transfers, releases, confirms and delivers to Grantee, all of Grantor's right, title and interest in and to any and all Project improvements, fixtures, equipment, furnishings, and other tangible property owned by Grantor and located on the property described in Exhibits A, including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railings, retaining walls, rebar, wire fabric, and landscaping ("Improvements"); EXCEPT Grantor does not quitclaim, grant, sell, transfer, release, confirm or deliver to Grantee any of Grantor's right, title and interest in any improvements on the Right of Way Property installed by Grantor pursuant to the Permanent Sign Easement entered into between the City of Burien and King County, recorded in the records of King County under recording No. _____.

The Grantor and Grantee agree that the transfer and sale of the Improvements is "as is where is" and that the Grantor makes no warranty nor representation express or implied regarding the fitness, quality, design and condition, capacity, suitability or performance of the Improvements and is not responsible for any maintenance, repairs, service or defect in the Improvements or the operation and use of the Improvements.

The Grantee agrees to release, protect, defend, indemnify and save harmless the Grantor, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") relating to, arising out of, or in connection with or incident to the use by any person of the Improvements that occur on or after the effective date of this Quit Claim Bill of Sale.

Dated this ___ day of _____, 20__.

GRANTOR: KING COUNTY	GRANTEE: CITY OF BURIEN
BY: _____	BY: _____
Its _____	Its _____

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that __he signed this instrument, on oath stated that __he is authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the
State of Washington

Residing at _____

My appointment expires _____

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that __he signed this instrument, on oath stated that __he is authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the
State of Washington

Residing at _____

My appointment expires _____

EXHIBIT A (to Exhibit F)
LEGAL DESCRIPTION OF PROPERTY

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 32, THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION, NORTH 88°55'37" WEST, A DISTANCE OF 1046.68 FEET, MORE OR LESS TO A POINT WHICH IS 52.58 FEET EAST OF THE CENTERLINE OF DES MOINES MEMORIAL DRIVE, THENCE SOUTH 01°00'22" WEST, A DISTANCE OF 18.60 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01°00'22" WEST, A DISTANCE OF 11.40 FEET TO THE SOUTH LINE OF SOUTH 176TH STREET;
THENCE NORTH 88°55'37" WEST A DISTANCE OF 2.30 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 25 FEET;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°28'13", A DISTANCE OF 11.11 FEET TO A POINT ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1077.87 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 83°37'52" WEST;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°27'12", A DISTANCE OF 516.46 FEET;
THENCE SOUTH 33°49'20" WEST, A DISTANCE OF 0.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 245.94 FEET;
THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°56'23", A DISTANCE OF 59.83 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 68°08'58" WEST, A DISTANCE OF 26.31 FEET, MORE OR LESS, TO THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, NORTH 21°51'02" EAST A DISTANCE OF 32.32 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 199.50 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°27'52", A DISTANCE OF 36.44 FEET;
THENCE NORTH 32°18'54" EAST, A DISTANCE OF 21.64 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1062.50 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°42'41", A DISTANCE OF 458.25 FEET TO THE BEGININNG OF A REVERSE CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE NORTH AND EAST, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°24'09", A DISTANCE OF 50.22 FEET;
THENCE SOUTH 88°59'38" EAST, A DISTANCE OF 10.51 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29, THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION, NORTH 88°55'37" WEST, A DISTANCE OF 925.93 FEET, MORE OR LESS TO A POINT WHICH IS 173.34 FEET EAST OF THE CENTERLINE OF DES MOINES MEMORIAL DRIVE,
THENCE NORTH 01°23'56" EAST, A DISTANCE OF 10.45 FEET, MORE OR LESS TO A POINT AT THE BACK OF WALK OR AN EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 01°23'56" EAST, A DISTANCE OF 19.55 FEET, MORE OR LESS TO THE NORTH LINE OF SAID SOUTH 176TH STREET;
THENCE ALONG SAID NORTH LINE, NORTH 88°55'37" WEST, A DISTANCE OF 116.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET;
THENCE WEST AND NORTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°38'00", A DISTANCE OF 39.55 FEET TO A POINT ON THE EAST LINE OF SAID DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1065.87 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°18"23", A DISTANCE OF 5.70 FEET TO A POINT "A";
THENCE LEAVING SAID EAST LINE, NORTH 88°36'00" WEST, A DISTANC OF 14.02 FEET, MORE OR LESS, TO THE BACK OF CURB OR EXTENSION THEREOF, THENCE ALONG SAID BACK OF CURB, SOUTH 00°50'06" WEST A DISTANCE OF 15.86 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE SOUTH AND EAST ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°34'42", A DISTANCE OF 53.94 FEET;
THENCE SOUTH 88°44'35" EAST, A DISTANCE OF 120.81 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID SOUTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "A", SAID POINT BEING ON THE EAST LINE OF SAID DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 1065.87 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 88°36'00" WEST;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°22'40", A DISTANCE OF 7.03 FEET;
THENCE NORTH 01°01'20" EAST, A DISTANCE OF 547.83 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 1405.01 FEET;
THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°12'39", A DISTANCE OF 127.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID CURVE WITH A RADIUS OF 1405.01 FEET, THROUGH A CENTRAL ANGLE OF 06°04'47", A DISTANCE OF 149.09 FEET;

THENCE NORTH 12°18'46" EAST, A DISTANCE OF 1288.90 FEET, MORE OR LESS, TO A POINT "B", SAID POINT BEING ON OR THE EXTENTION OF THE BACK OF CURB, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 23.67 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 02°14'49" EAST;
THENCE FOLLOWING SAID BACK OF CURB, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°27'27", A DISTANCE OF 31.17 FEET;
THENCE SOUTH 12°17'44" WEST, A DISTANCE OF 859.65 FEET TO A TRANSITION POINT IN SAID BACK OF CURB;
THENCE NORTH 77°42'16" WEST, A DISTANCE OF 0.50 FEET TO THE BACK OF CURB TO THE SOUTH;
THENCE FOLLOWING SAID BACK OF CURB, SOUTH 12°17'44" WEST, A DISTANCE OF 400.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 1537.50 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°49'06", A DISTANCE OF 156.13 FEET;
THENCE LEAVING SAID BACK OF CURB OR EXTENSION THEREOF, SOUTH 82°52'35" EAST, A DISTANCE OF 17.85 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

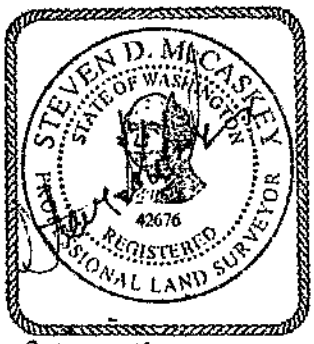
TOGETHER WITH THAT PORTION OF SAID SOUTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "B", SAID POINT BEING ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 34.97 FEET MORE OR LESS TO A POINT ON THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 408.97 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET;
THENCE NORTH AND EAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°27'37", A DISTANCE OF 29.87 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 02°54'54" EAST, A DISTANCE OF 22.50 FEET, MORE OR LESS, TO A POINT "C", SAID POINT BEING AT THE EXTENSION OF THE BACK OF CURB;
THENCE ALONG THE BACK OF CURB OR THE EXTENSION THEREOF, NORTH 87°05'06" WEST, A DISTANCE OF 2.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
THENCE WEST AND SOUTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°37'10", A DISTANCE OF 48.54 FEET;
THENCE SOUTH 12°17'44" WEST, A DISTANCE OF 396.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 24.50 FEET;
THENCE SOUTH AND EAST, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°59'09", A DISTANCE OF 32.49 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SAID SECTION 29, DESCRIBED AS FOLLOWS:

COMMENCING AT SAID POINT "C", THENCE NORTH 02°54'54" EAST, A DISTANCE OF 7.92 FEET TO THE CENTERLINE OF SOUTH 168TH STREET, SAID CENTERLINE ALSO BEING THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29;
THENCE ALONG SAID CENTERLINE SOUTH 88°45'34" EAST, A DISTANCE OF 16.03 FEET;
THENCE LEAVING SAID CENTERLINE, NORTH 03°02'33" EAST, A DISTANCE OF 20.08 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR THE EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 03°02'33" EAST, A DISTANCE OF 9.93 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTH 168TH STREET;
THENCE ALONG SAID NORTH LINE, NORTH 88°45'34" WEST, A DISTANCE OF 22.16 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, NORTH 12°18'46" EAST, A DISTANCE OF 296.53 FEET, MORE OR LESS, TO THE SOUTH LINE OF STATE ROUTE 509;
THENCE ALONG SAID SOUTH LINE, NORTH 18°27'47" WEST, A DISTANCE OF 5.37 FEET;
THENCE NORTH 09°43'40" WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;
THENCE ALONG SAID BACK OF CURB, SOUTH 12°21'47" WEST, A DISTANCE OF 311.65 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°38'37", A DISTANCE OF 61.81 FEET TO THE TRUE POINT OF BEGINNING.

SAID PORTIONS CONTAINING 60,456.39 SQUARE FEET MORE OR LESS



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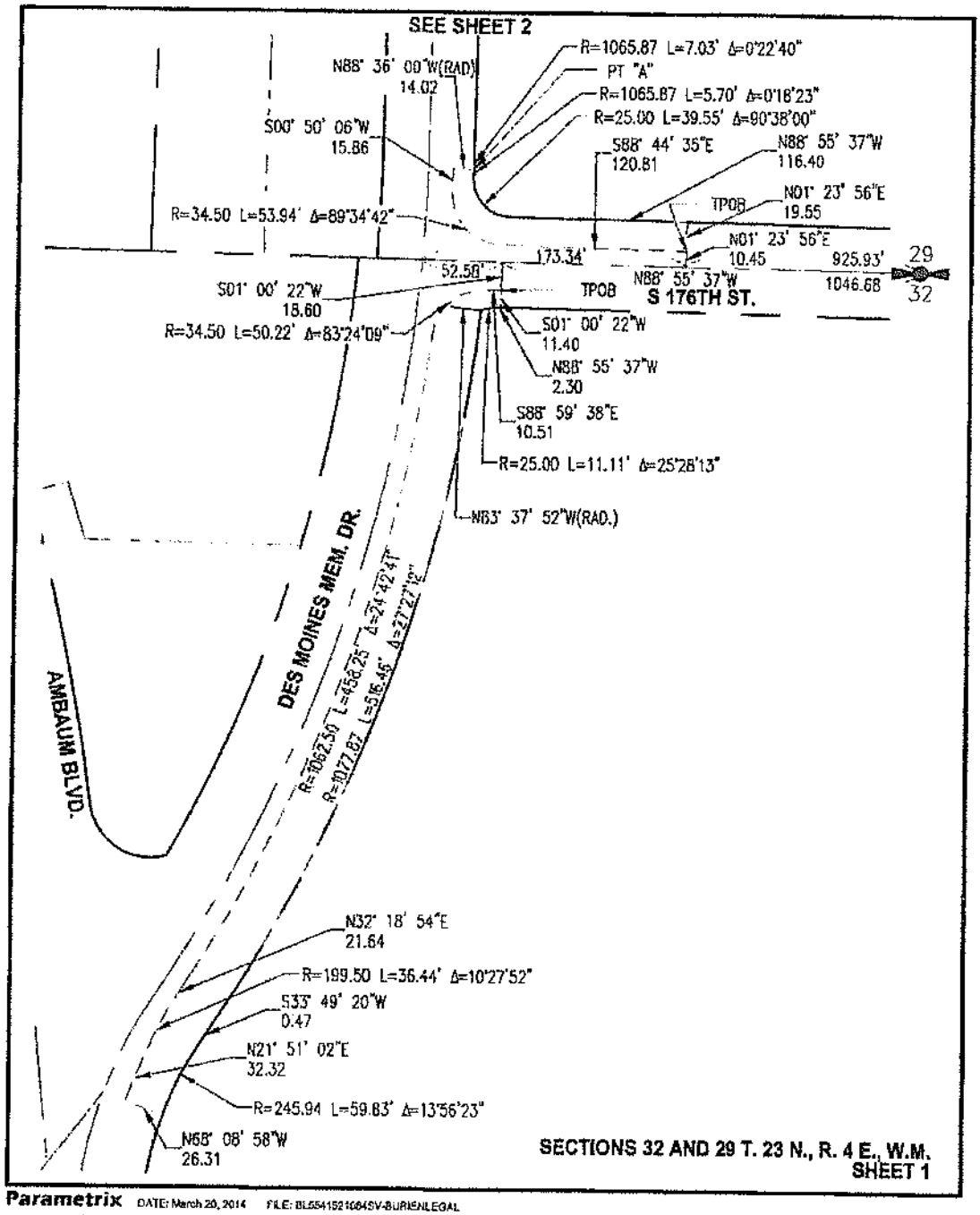


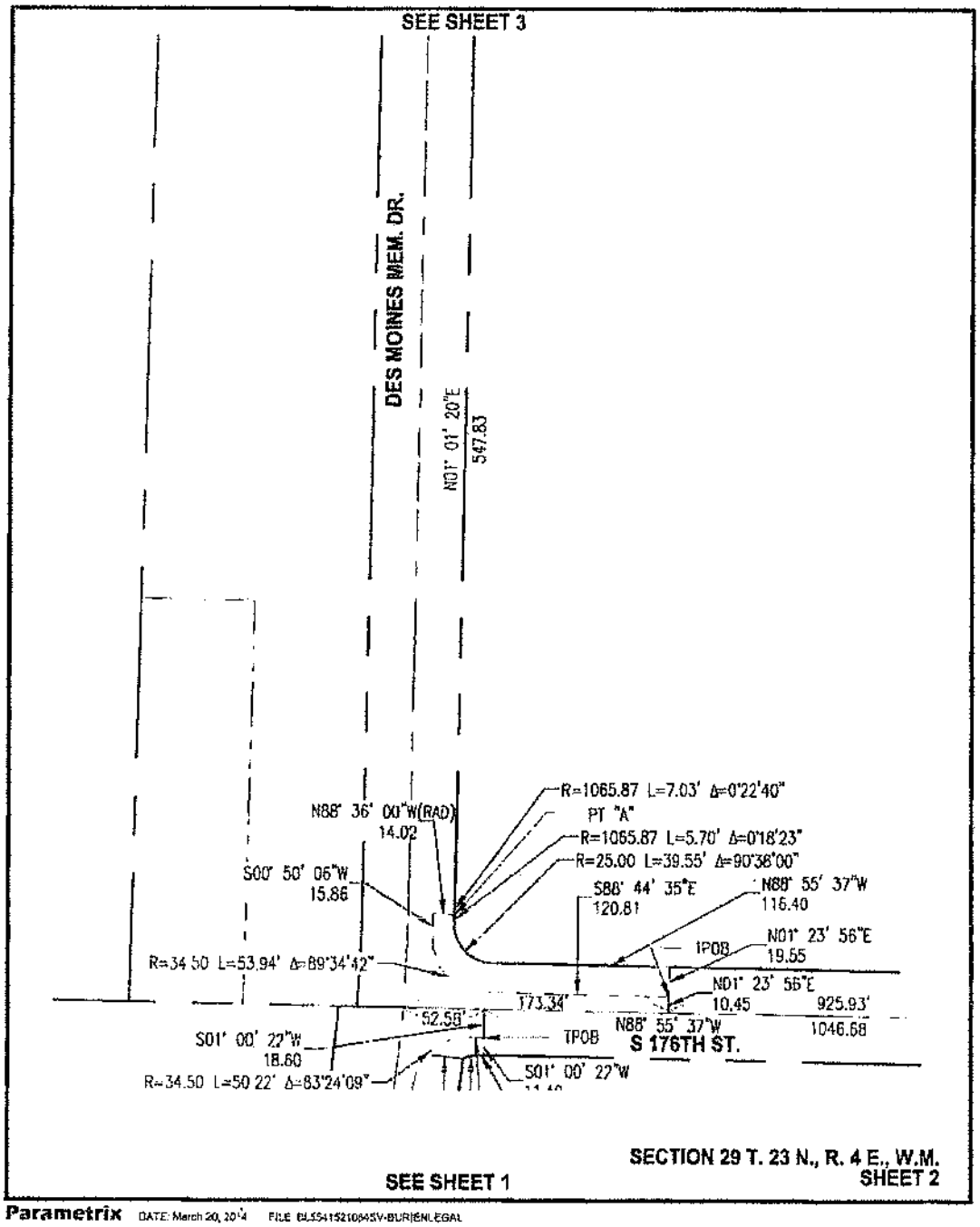
Parametrix DATE: March 20, 2014 FILE: BL5541521064SV-BURIENLEGAL

N

0 100'

1"=100'

LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



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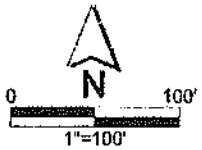
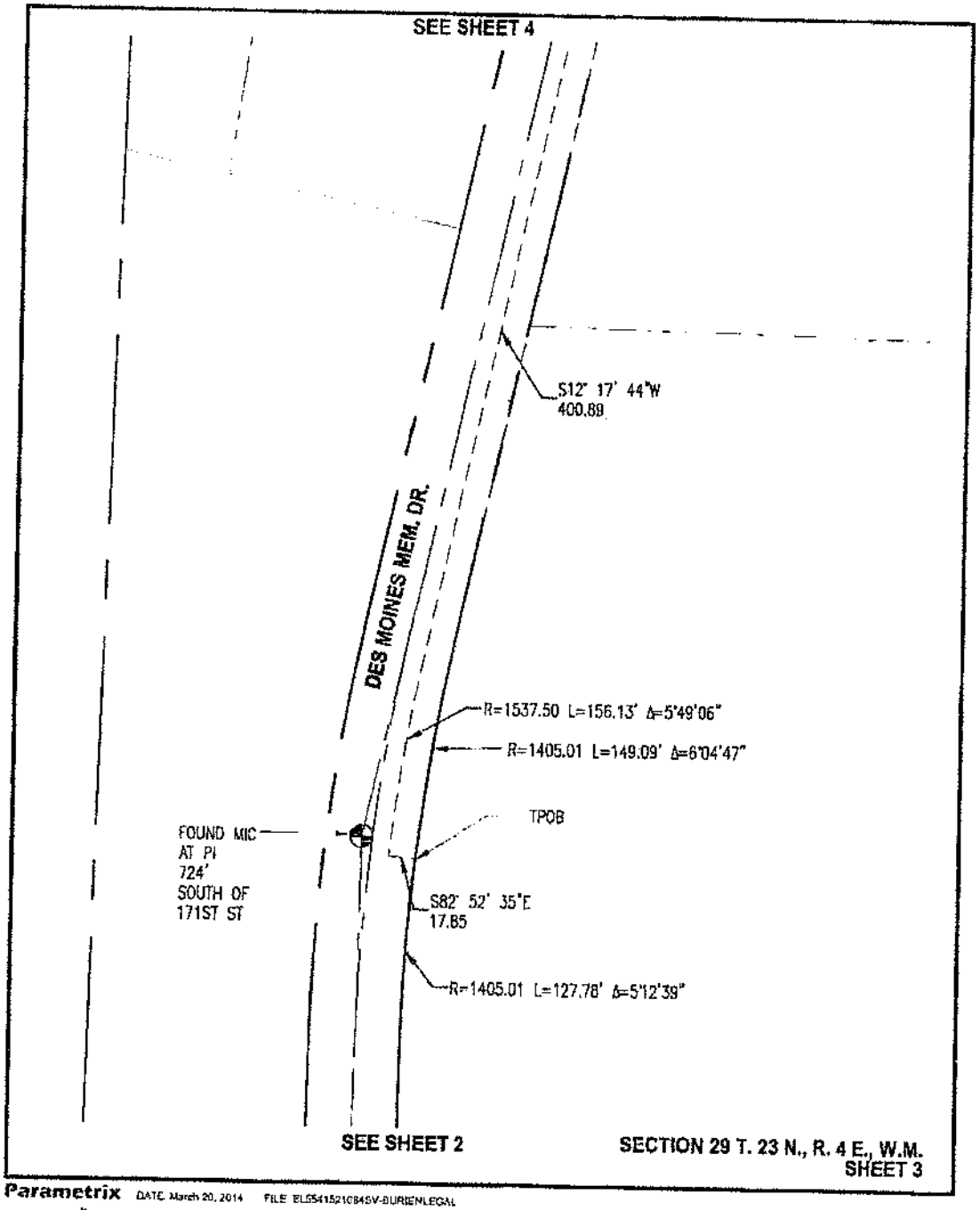


LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



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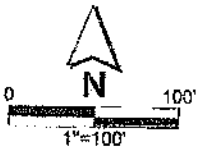
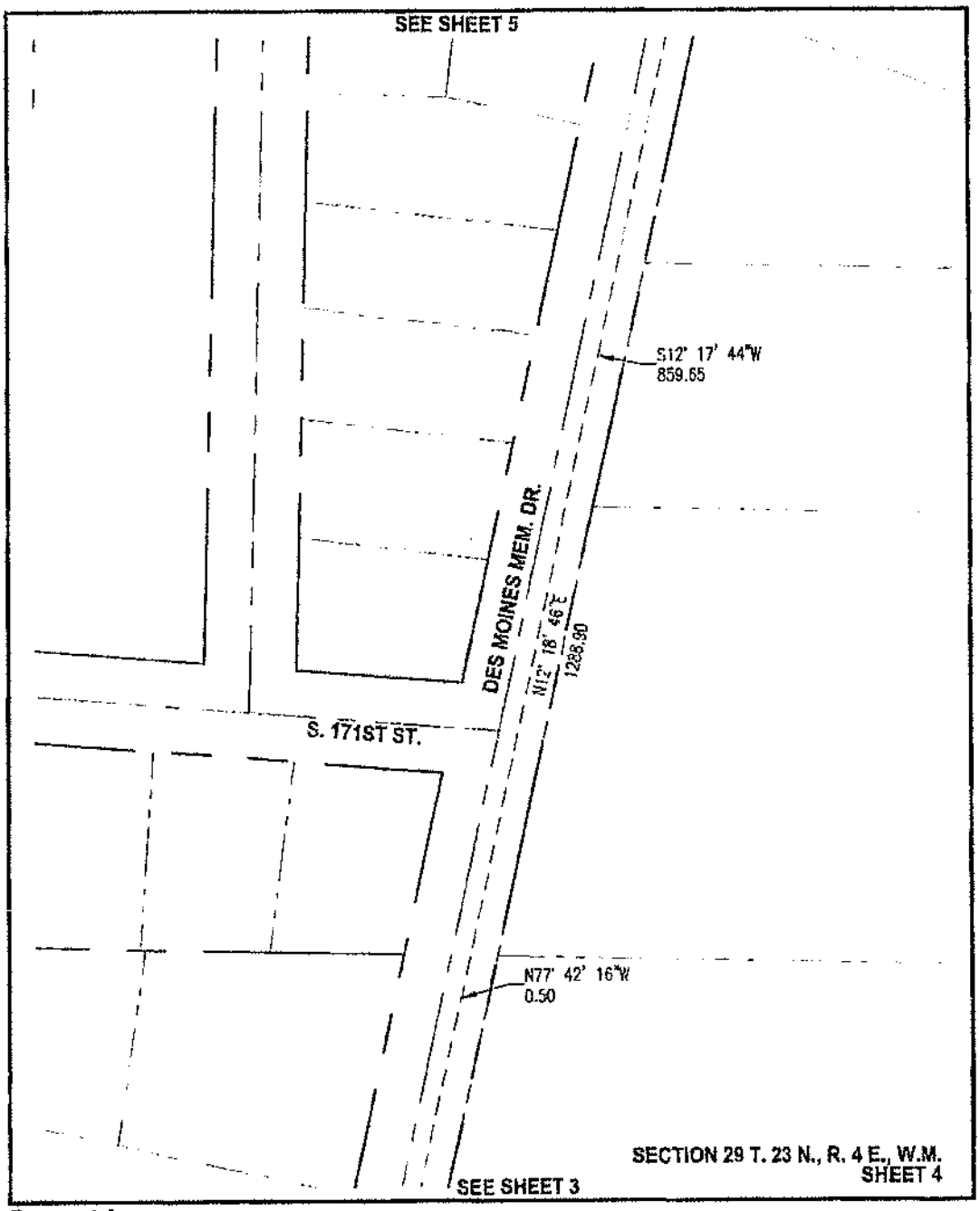


LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



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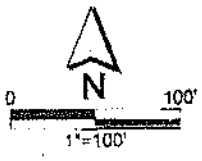
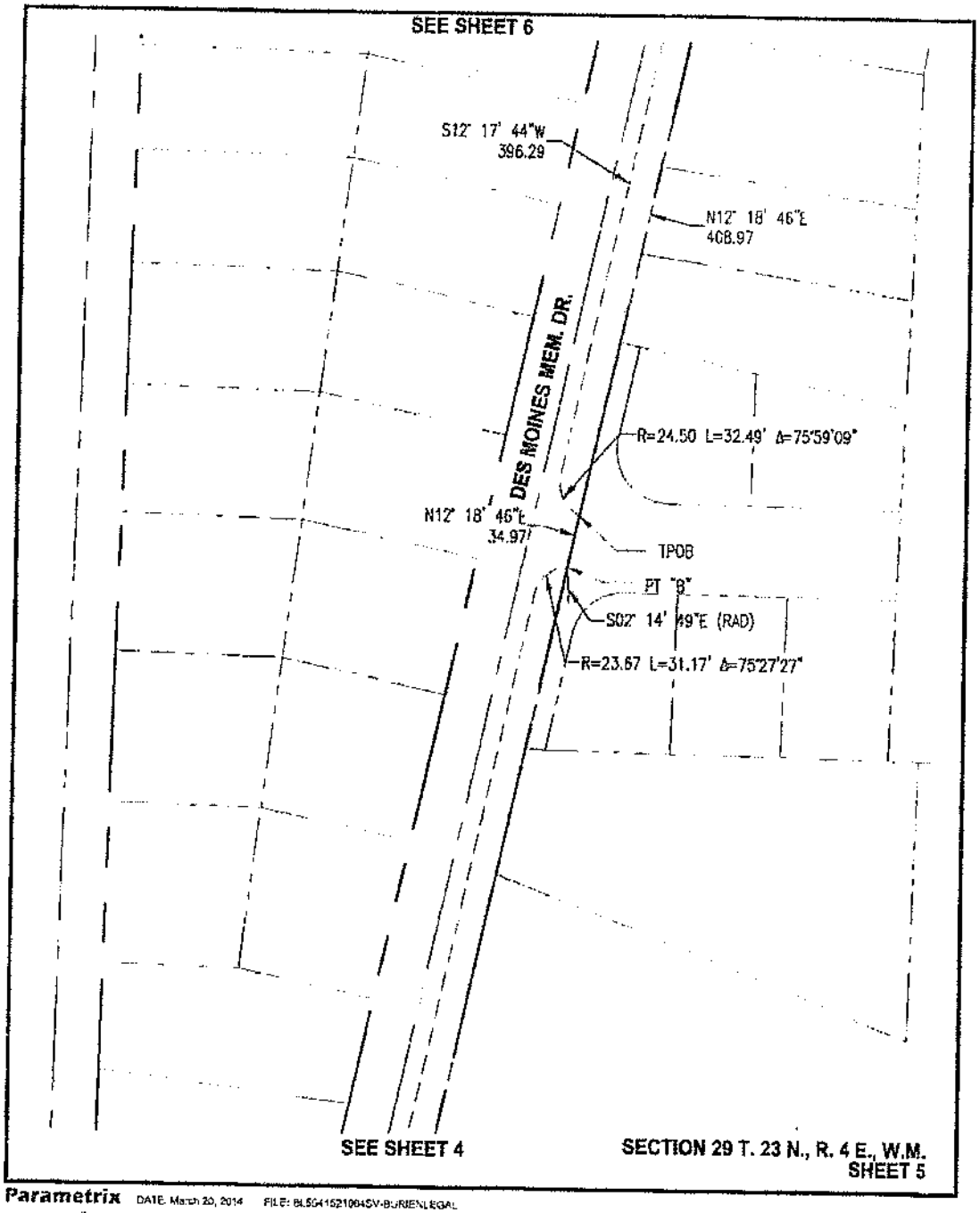


LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



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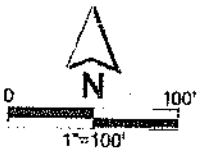
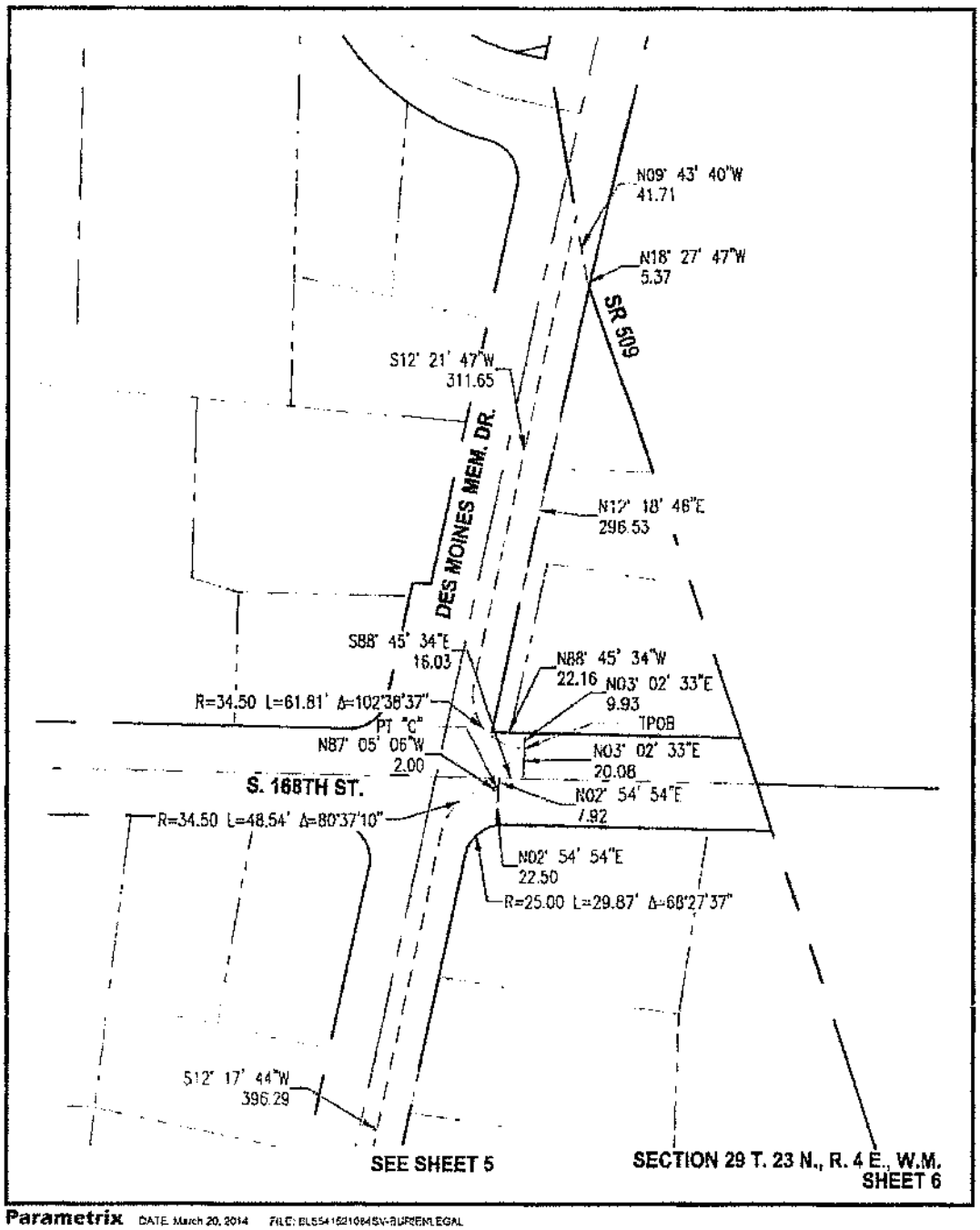


LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



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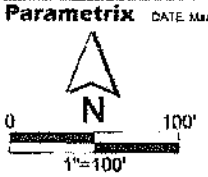

LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT

Original Sheet No. 74
Canceling First Revised Sheet Nos. 71 and 71-b,
and Second Revised Sheet No. 71-a

WN U-60

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE FOR GOVERNMENT ENTITIES

(N)

1. AVAILABILITY

The Company shall install an Underground Distribution System and shall remove the existing overhead electric distribution system of 15,000 volts or less together with Company-owned poles following removal of all utility wires therefrom under this Schedule when all of the following conditions are met:

a. The Government Entity has determined that installation of an Underground Distribution System is or will be required and has notified the Company in writing of such determination, and the Company and such Government Entity have agreed upon the provisions of the Design Agreement and the Construction Agreement pursuant to which the Company shall design and install an Underground Distribution System and provide service under this Schedule.

b. The Company has the right to install, construct, operate, repair and maintain an electrical distribution system (including an Underground Distribution System) within the Public Thoroughfare in the Conversion Area pursuant to a franchise previously granted by the Government Entity requesting such installation and executed by the Company, or, if there is no such franchise, or if such franchise does not provide such right, pursuant to some other grant of rights mutually agreed upon by the Company and the Government Entity.

c. All customers served by the Company within the Conversion Area will receive electric service through Underground Service Lines from the Underground Distribution System, unless the Company explicitly agrees to other electric service arrangements.

Government Entities that are eligible to receive service under this Schedule are not eligible for service under Schedule 73 of the Company's Electric Tariff G.

2. AGREEMENT PROVISIONS

The Company shall provide and install an Underground Distribution System within the Conversion Area subject to the terms and conditions of a Schedule 74 Design Agreement (the "Design Agreement") and a Schedule 74 Construction Agreement (the "Construction Agreement"), and the following shall apply:

(N)

Issued: June 26, 2002 **Effective:** July 1, 2002
Advice No.: 2002-12
By Authority of the Washington Utilities and Transportation Commission in Docket Nos. UE-011570 & UG-011571
Issued By Puget Sound Energy

By: George Pohndorf **Title:** Director, Rates & Regulation

PUGET SOUND ENERGY
Electric Tariff G

SCHEDULE 74
CONVERSION TO UNDERGROUND SERVICE
FOR GOVERNMENT ENTITIES
(Continued) (N)

a. The Design Agreement and the Construction Agreement shall (i) be consistent with this Schedule, and (ii) be substantially in the forms of Attachment A and Attachment B hereto, which attachments are by this reference incorporated in this Schedule as if fully set forth herein. Without limiting the possibility that the Company and the Government Entity may (consistent with this Schedule) mutually agree upon terms that are in addition to those contained in the forms set forth in Attachments A and B hereto, neither the Government Entity nor the Company shall be required to agree to additional terms as a condition of service under this Schedule.

b. The Design Agreement and the Construction Agreement shall:
   (1) except as otherwise provided in Section 2.b(2), obligate the Government Entity to pay the Company 40% of the total Cost of Conversion and the Company to pay 60% of the total Cost of Conversion;
   (2) obligate the Government Entity to pay (i) 100% of the total Cost of Conversion for conversion of that portion, if any, of the existing overhead distribution system located, as of the date on which the Government Entity provides the notice referred to in Section 4.a or the date on which the Government Entity commences acquisition or condemnation of real property to facilitate construction of any public improvements related to the conversion project, whichever occurs first, (A) outside of the Public Thoroughfare or (B) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such conversion, as determined consistent with the applicable Company distribution facilities replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion;
   (3) obligate the Government Entity to pay the Company 100% of the costs of (i) cancellation as provided herein; (ii) any facilities installed at the time of the conversion to provide Temporary Service, as provided for herein; and (iii) removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment);
   (4) obligate the Company to pay 100% of the cost of obtaining the rights referred to in Section 3.b; and
   (5) obligate the Government Entity to (i) perform or to cause to be performed (A) all Trenching and Restoration and job coordination required for the installation of the Underground Distribution System and (B) all surveying for alignment and grades of vaults and ducts and (ii) to pay 100% of the cost of performance under clause (i) of this Section 2.b(5). (N)

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FOR GOVERNMENT ENTITIES
(Continued) (N)

c. The Government Entity may, at its option, install ducts and vaults, provided that (i) pursuant to the Design Agreement and the Construction Agreement the Government Entity and the Company have mutually agreed upon (A) the cost of such installation to be included in the Cost of Conversion and (B) the specifications and standards applicable to such installation, and (ii) such installation is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company for such installation pursuant to the Design Agreement. To the extent the Government Entity installs any of the Facilities pursuant to the Construction Agreement, the Company shall not be required to do so under this Schedule.

d. A Government Entity that is a municipality shall notify all persons and entities within the Conversion Area that electric service to such persons and entities must be converted from overhead to underground (as provided for in the Company's Electric Tariff G) within the applicable statutory period following written notice from the Government Entity that service from underground facilities is available in accordance with RCW 35.96.050. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to persons and entities failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

3. INSTALLATION AND OPERATING RIGHTS:

a. The Company may install all of the Facilities within a Public Thoroughfare in the locations provided for in a franchise previously granted by the Government Entity or otherwise provided for in the grant of rights referred to in Section 1.b. The Government Entity shall act in good faith and shall use its best efforts to provide space sufficient for the safe and efficient installation, operation, repair and maintenance of all of the Facilities ("Sufficient Space") within the Public Thoroughfare in the Conversion Area, and the Company shall act in good faith and shall use its best efforts to install Facilities in such space within the Public Thoroughfare. If the Company and the Government Entity agree that there is not or will not be Sufficient Space within the Public Thoroughfare in the Conversion Area, then the Government Entity shall provide Sufficient Space by obtaining additional Public Thoroughfare or other equivalent rights mutually agreeable to the Government Entity and the Company, title to which shall be in the Government Entity's name. (N)

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FOR GOVERNMENT ENTITIES
(Continued) (N)

b. If, notwithstanding the use of best efforts by each of the Government Entity and the Company as provided in Section 3.a, the Government Entity and the Company do not agree whether there is or will be Sufficient Space within the Public Thoroughfare in the Conversion Area, the Company shall install those Facilities, for which there is not Sufficient Space within the Public Thoroughfare, on property outside the Public Thoroughfare, the rights for which shall be obtained by the Company at its sole expense. Subject to the other provisions of this Schedule, nothing in this section shall excuse the Company from complying with any work schedule agreed to by the Government Entity and the Company pursuant to the Design Agreement and the Construction Agreement.

c. If the Government Entity requires the relocation of any Facilities installed pursuant to this Schedule in a Public Thoroughfare within five (5) years from the date of the energization for service of such Facilities, the Government Entity shall reimburse the Company for all costs incurred by the Company in connection with the relocation and reinstallation of facilities substantially equivalent to the relocated Facilities.

d. If the Government Entity requires (or takes any action that has the effect of requiring) a third party not acting as an agent or a contractor of Government Entity to relocate any Facilities installed pursuant to this Schedule in a Public Thoroughfare within five (5) years from the date of the energization for service of such Facilities, the Government Entity shall require the third party, as a condition to the Company's performance of any relocation, to pay the Company for all costs incurred by the Company in connection with the relocation and reinstallation of facilities substantially equivalent to the relocated Facilities.

4. GENERAL

a. Timing: The Company shall commence performance (as contemplated in the forms of Design Agreement and Construction Agreement attached hereto as Attachments A and B) within ten (10) business days of written notice from a Government Entity of its determination that it requires installation of an Underground Distribution System under this Schedule.

b. Ownership of Facilities: Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate, and maintain the Underground Distribution System installed or provided pursuant to this Schedule.

c. Prior Contracts: Nothing herein contained shall affect the rights or obligations of the Company under any previous agreements pertaining to existing or future facilities of greater than 15,000 Volts within any Conversion Area. (N)

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FOR GOVERNMENT ENTITIES
(Continued)

(N)

d. Temporary Service: Temporary Service shall not exceed a term of 18 months from the date on which service from the Underground Distribution System is available, unless the Company acting reasonably agrees to extend such term. Should a Temporary Service not be removed within such 18-month period or such other period of time that has been approved by the Company acting reasonably, a Government Entity that is a municipality shall exercise its authority under RCW 35.96.050 to order such Temporary Service disconnected and removed within the applicable statutory period following the date of mailing of the Government Entity's notice under RCW 35.96.050. Otherwise, if a Temporary Service is not disconnected or removed within such time approved by the Company acting reasonably, the Government Entity shall pay either (i) 100% of the Cost of Conversion for the entire Underground Distribution System or (ii) 100% of the costs of converting only the Temporary Service to underground, whichever the Government Entity may elect.

5. USE BY OTHER UTILITIES OF TRENCHES PROVIDED BY GOVERNMENT ENTITY

Other utilities may be permitted by the Government Entity to use trenches provided by the Government Entity pursuant to this Schedule for the installation of such other utilities' facilities, so long as such facilities, or the installation thereof, do not interfere (as determined pursuant to the Company's electrical standards) with the installation, operation or maintenance of the Company's Facilities located within such trenches.

6. CANCELLATION

If by written notice or other official action a Government Entity cancels or suspends indefinitely or takes similar official action regarding a conversion project undertaken under this Schedule prior to completion of the conversion to an Underground Distribution System, the Government Entity shall pay the Company all of the costs incurred by the Company to the date of such cancellation consistent with the termination provisions of the Design Agreement and Construction Agreement.

7. STREET LIGHTING

Removal and replacement of existing street lighting or installation of new street lighting within the Conversion Area suitable for service from the Underground Distribution System installed pursuant to this Schedule shall be arranged separately as provided in the Company's Electric Tariff G.

(N)

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(Continued) (N)

8. UNDERGROUND SERVICE LINES

Underground Service Lines shall be installed, owned, and maintained as provided in the Company's Electric Tariff G.

9. GENERAL RULES AND PROVISIONS

Service under this Schedule is subject to the General Rules and Provisions contained in Schedule 80 of the Company's Electric Tariff G.

10. DEFINITIONS

The following terms when used in this Schedule, the Design Agreement or the Construction Agreement shall, solely for purposes of this Schedule and such agreements, have the meanings given below:

a. Conversion Area: The geographical area in which the Company replaces its overhead electric distribution system with an Underground Distribution System.
b. Cost of Conversion: The cost of converting an existing overhead distribution system to an Underground Distribution System shall be the sum of:
   (i) the actual, reasonable costs to the Company for labor, materials and overheads and all other reasonable costs, not including mark-up or profit of the Company, for design of the Underground Distribution System, such costs to be determined in accordance with the Design Agreement; plus
   (ii) the actual costs to the Company for labor, materials and overheads and all other costs, not including mark-up or profit of the Company, to construct and install the Underground Distribution System, up to a maximum amount determined in accordance with the Construction Agreement; plus
   (iii) the actual reasonable design costs to the Company (including costs for labor, materials and overheads and all other reasonable costs), and the actual construction and installation costs to the Company (including costs for labor, materials and overheads and all other costs), less the salvage value to the Company of the facilities removed, up to a maximum amount determined in accordance with the Construction Agreement, in each case not including mark-up or profit of the Company, for removal of the existing electrical facilities; plus (N)

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(Continued) (N)

(iv) the actual costs to the Government Entity (if any) of installation of ducts and vaults or other Facilities that the Government Entity has agreed to install for the Underground Distribution System pursuant to the Construction Agreement, up to a maximum amount determined in accordance with the Construction Agreement; plus
(v) the actual, reasonable costs to the Government Entity (if any) of obtaining Public Thoroughfare or other equivalent rights for the Facilities pursuant to Section 3.a.

The Cost of Conversion shall not include any costs of Trenching and Restoration, or of the Company's obtaining rights pursuant to Section 3.b of this Schedule. Company upgrades and expansions, Government Entity requested changes and requested upgrades, the cost of delays and overtime labor costs shall be as provided for in the Design Agreement and the Construction Agreement.

c. Facilities: All components of the Underground Distribution System, including but not limited to, primary voltage cables, secondary voltage cables, connections, terminations, pad-mounted transformers, pad-mounted switches, ducts, vaults and other associated components.

d. Government Entity: The municipality, county or other government entity having authority over the Public Thoroughfare in the Conversion Area.

e. Public Thoroughfare: Any municipal, county, state, federal or other public road, highway or throughway, or other public right-of-way or other public real property rights allowing for electric utility use.

f. Temporary Service: Temporary Service shall have the meaning set forth in the General Rules and Provisions of the Company's Electric Tariff G and, in addition, shall mean (i) limited overhead facilities that, at the request of the Government Entity, the Company may elect in its sole discretion to leave in place within the Conversion Area after installation of the Underground Distribution System and/or (ii) limited overhead or underground facilities that, at the request of the Government Entity, the Company may elect in its sole discretion to install concurrently with the installation of the Underground Distribution System, and that, in each case, shall be used to provide overhead distribution service within the Conversion Area for such period as may be approved by the Company acting reasonably under the circumstances, (e.g., to accommodate other demolition or construction projects within the Conversion Area). (N)

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(Continued)

(N)

g. Trenching and Restoration: Includes, but is not limited to, any or all of the following, whether in Public Thoroughfares or on other property: breakup of sidewalks, driveways, street surfaces and pavements; disturbance or removal of landscaping; excavating for vaults; trenching for ducts or cable; shoring, flagging, barricading and backfilling; installation of select backfill or concrete around ducts (if required); compaction; and restoration of Public Thoroughfares and other property; all in accordance with the specifications applicable thereto set forth in the Design Agreement and the Construction Agreement.

h. Underground Distribution System: An underground electric distribution system, excluding "Underground Service Lines" as such term is defined herein, that is comparable to the overhead distribution system being replaced. The Underground Distribution System includes the Facilities as defined herein. For purposes of this Schedule, a "comparable" system shall include, unless the Government Entity and the Company otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the Design Agreement and Construction Agreement necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

i. Underground Service Lines: The underground electric cables and associated components extending from the service connections at the outside of the customers' structures to the designated primary voltage or secondary voltage service connection points of an Underground Distribution System.

(N)

PUGET SOUND ENERGY

Attachment "A" – Project Design Agreement

SCHEDULE 74 UNDERGROUND CONVERSION AGREEMENT

THIS Agreement, dated as of this ____ day of _____ , 200__, is made by and between _____, a _____ (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in paragraph 2, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.

2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.

3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates specified in the Scope of Work and provides for completion of the Design Work within ninety (90)

business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.

5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.

6. Following the Company's receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).

7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.

8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government

Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

9. Within the applicable time period specified in the Design Schedule, the Government Entity shall (a) review the proposed Project Plan submitted by the Company, (b) complete any information required to be supplied by the Government Entity, (c) make any changes required to conform the proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project Plan to the Company.

10. Within the applicable time period specified in the Design Schedule, the Company shall review the amended Project Plan submitted by the Government Entity and notify the Government Entity in writing of either the Company's acceptance of, or the Company's specific objections to, the amended Project Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to resolve the objections and mutually agree upon the Project Plan prior to the final design date specified in the Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, as mutually agreed upon by the parties or established through the dispute resolution process, shall be attached to and incorporated in a Project Construction Agreement substantially in the form attached hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to commencement of the Construction Work.

11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform to the following requirements:

    (a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify that the Government Entity shall install the ducts and vaults for the Conversion Project; provided that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such installation work to be included in the Cost of Conversion, and (B) the specifications and standards applicable to such installation work, and (ii) such installation work is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company and set forth in the Project Plan.

    (b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by (i) the design and engineering costs, (ii) property and related costs, including any costs of obtaining operating rights, and (iii) construction costs, including and listing separately inspection, labor, materials, and equipment.

    (c) All facilities of the Company installed as part of the Conversion Project shall be located, and all related property and operating rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, any related property and operating rights required to be obtained, and the relative responsibilities of the parties with respect thereto.

    (d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, the construction and removal of any Temporary Service, and the removal of overhead facilities.

    (e) The Project Plan may include the specification of work and requirements for Government-Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs incurred by the Company with respect to the design and engineering of Company-Initiated Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "Government-

Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced, and (ii) the term "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of subparagraph (ii), above, a "comparable" system shall include, unless the parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

(f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following: (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.

12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13; below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company's notice, the Government Entity may, at its option,

(a) notify the Company in writing that this Agreement is terminated; or

(b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:
   (i) reasonable,
   (ii) consistent with the Scope of Work, and
   (iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

(a) change the Scope of Work in accordance with paragraph 13, below, or

(b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or

(c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or

(d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work prior to the date the Company receives the Government Entity's notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.

13. (a) Either party may, at any time, by written notice thereof to the other Party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. The parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each party shall, if requested by the other party, proceed with the Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.

    (b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design Work and was not known by or disclosed to the affected party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Design Work which are expressly identified by the parties in the final Scope of Work. Upon the request of either party, the parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution provisions in paragraph 16, below.

14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.

15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice

shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company's invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

16. Dispute Resolution Procedures:

(a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the parties. A party who wishes dispute resolution shall notify the other party in writing as to the nature of the dispute. Each party shall appoint a representative who shall be responsible for representing the party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the parties' representatives in writing to the senior management of the parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the parties may agree upon), each party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

(b) Any claim or dispute arising hereunder which relates to the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.

(c) In connection with any arbitration under this paragraph 16, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the parties. Each party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing party's costs and expenses by the other party.

(d) Unless otherwise agreed by the parties in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

17. In the event that either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or

other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electric Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity: _____
_____
_____
Attn: _____
Fax: _____

If to the Company: Puget Sound Energy, Inc.
_____
_____
Attn: _____
Fax: _____

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.

PUGET SOUND ENERGY

22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

_____

BY_____

ITS_____

Date Signed_____

Company:

PUGET SOUND ENERGY, INC.

BY_____

ITS_____

Date Signed_____

Approved as to form:

_____

PUGET SOUND ENERGY

Attachment "B" – Project Construction Agreement

SCHEDULE 74 UNDERGROUND CONVERSION AGREEMENT

THIS Agreement, dated as of this ____ day of _____, 200__, is made by and between _____, a _____ (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of _____ (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

i) Cost of Conversion;
ii) Public Thoroughfare;
iii) Temporary Service;
iv) Trenching and Restoration;
v) Underground Distribution System; and
vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise

agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

(c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

(i) "Party" shall mean either the Company, the Government Entity, or both.

(j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.

(k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.

(l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.

(m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such Private Property Conversion, as determined consistent with the applicable Company distribution facilities replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

(n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.

(o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.

(p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.

(q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.

(r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).

(s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).

(t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

(a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):

i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.

(b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.

(c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.

(d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

(a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):

i) provide the Trenching and Restoration;
ii) perform the surveying for alignment and grades for ducts and vaults; and
iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.

(b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.

(c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.

(d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.

(e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

(a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.

(b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a preconstruction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related premobilization requirements. Following the preconstruction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.

(c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

(a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.

(b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

(c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

(d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

(a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:

i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.

ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.

(b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:

i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

(c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.

(d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the

Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.

(e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

(a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.

(b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.

(c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

(a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.

(b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead

facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

(a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

(b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.

(c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.

(d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited

manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

(a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of $_____per occurrence and $_____aggregate for personal injury; and $_____per occurrence/aggregate for property damages, and professional liability insurance in the amount of $_____.

(b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.

(c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

(a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

(b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.

(c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.

(d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.

(e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

(f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.

(g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.

(h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.

(i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.

(j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

(k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

PUGET SOUND ENERGY

(l) Notice. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity: _____
_____
_____
Attn: _____
Fax: _____

If to the Company: Puget Sound Energy, Inc.
_____
_____
Attn: _____
Fax: _____

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

(m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

(n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.

(o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:	**Company:**
_____	PUGET SOUND ENERGY, INC.
BY_____	BY_____
ITS_____	ITS_____
Date Signed_____	Date Signed_____

Approved as to form:
_____