

RESOLUTION NO. 3258, AS AMENDED

A RESOLUTION of the Port Commission of the Port of Seattle adopting an agreement between the Muckleshoot Indian Tribe and the Port of Seattle related to construction of a 400 foot extension of the Terminal 5 dock

WHEREAS, the Port of Seattle ("Port") owns Terminal 5 and has applied for permits necessary to demolish the existing 350 foot derelict wooden dock to the north of Terminal 5 and replace it with a 400 foot extension of the Terminal 5 dock; and

WHEREAS, the Muckleshoot Indian Tribe ("Tribe") and the Port wish to resolve their disagreement concerning potential impacts to treaty fishing activities at the location of the dock extension; and

WHEREAS, the Port and the Tribe wish to implement an agreement whereby the Tribe will support permit issuance and the Port will provide certain fishery enhancements and other benefits to the Tribe; and

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle:

Section 1. The Port of Seattle Commission adopts the agreement with the Tribe attached as Attachment A.

Section 2. A copy of the final executed Muckleshoot Tribal Council Resolution approving the agreement is attached to this Resolution as Attachment B.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 28th day of October, 1997, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.

Paige R Miller
Jany Grant
Patricia Egis
JSB
Port Commission

DRAFT - CONFIDENTIAL FOR DISCUSSION PURPOSES ONLY - DRAFT (page 1 of 2) Amended**PORT OF SEATTLE AND MUCKLESHOOT INDIAN TRIBE AGREED WORDING****9-24-97**

The following is the Port of Seattle summary of the settlement discussions with the objective of resolving the outstanding issues related to the 400 foot extension of T/5. This summary is based upon discussions between the MIT Fisheries Committee and Port of Seattle policy representatives during a meeting held on 9-16-97, and a subsequent meeting held 9-24-97.

Government-to-Government Relationship:

The Port commits to establish a government-to-government protocol with MIT through which both parties will confer to achieve mutual understanding and information exchange. Also to be established are coordinated Tribal and Port forums for the discussion of issues relating to the reserved resource treaty rights, habitat protection and/or restoration, water quality, and/or any activity that might impact the Muckleshoot Indian Tribe's usual and accustomed areas.

Policy support:

The Port will pay MIT \$115,000 per year, including Indirect Costs, for policy support for two years, from (execution of agreement date) to (24 months later). In addition the Port agrees to payoff any existing balance owed to MIT per previous invoices.

Historic Losses:

The Port and MIT will develop within 24 months a scope and methodology for estimating possible historic losses in the Duwamish estuary, including, but not limited to, impacts to fisheries resources, loss or alteration of habitat, and impairment of access to Treaty protected resources.

Revolving net and gear damage/gear modification fund:

The Port will provide MIT with \$28,000 for use in replacing gear or nets lost or damaged and for compensating fishermen for lost time due to gear lost or damaged at the site of the Project. The fund could also be used to modify gear.

DRAFT- CONFIDENTIAL FOR DISCUSSION PURPOSES ONLY (p. 2 of 2)
SUBJECT TO FED. R. CIV. P. 408

Terminal 105:

The Port will permanently restrict development at Terminal 105 property north of the existing Terminal 105 barge dock, extending to the north property line of the existing terminal. This restriction will apply even if there is change of ownership in the future.

Northland acquisition:

The Port will do either of the following:

- Acquire the entirety of the Northland property, adjacent to MIT's First Avenue South facility and deed one-half the property to MIT before (date), or
- If the Port is unsuccessful in purchasing and conveying one-half the property to MIT, the Port will pay MIT an amount equal to one half of the objective appraised value no later than (above date).

O&M for First Avenue Pier:

The Port will pay \$17,500 per year, which will include indirect costs, for 5 years to cover O&M of the First Avenue Pier.

Fisheries Trust Fund:

The Port and MIT will establish a process or protocol toward the establishment of a Fisheries Trust Fund for the benefit of enhancing and maintaining fisheries production in the MIT usual and accustomed fishing areas. The Port and the MIT will meet periodically to review potential funding sources that may become available. The Port and MIT will jointly oversee the disbursement of Port-contributed funds when they become available. Both parties commit their best efforts to obtaining funding for the Trust Fund. The intent of the Fisheries Trust Fund is to provide a permanent source of funding for protection, restoration and enhancement of those fisheries resources.

Contingencies:

This settlement is contingent on the following:

- Final Approval by MIT Council and Port of Seattle Commission
- MIT does not appeal T-5 Corps permit
- MIT will by letter to the Corps request issuance of the permit by ~~December 1, 1997~~ *9/28 L.M.*, for the 400-foot extension without restriction on construction except during the spring fishery closure period
- The Port will by letter to Slade Gorton inform him that the Port and MIT have negotiated a settlement and request that he not pursue further legislation regarding this permit

Gary Grant
Steven M. M. M.



Muckleshoot Indian Tribal Council

39015 172nd Avenue S.E. • Auburn, Washington 98002 • (206) 939-3311



RESOLUTION NO. 97-348

TO APPROVE A SETTLEMENT AGREEMENT IN PRINCIPLE BETWEEN THE PORT OF SEATTLE AND MUCKLESHOOT INDIAN TRIBE AND AUTHORIZE FORMALIZING SUCH AGREEMENT

WHEREAS, the Muckleshoot Indian Tribal Council is the duly constituted governing body for the Muckleshoot Indian Reservation by the authority of, and is herein acting solely pursuant to, its constitution and by-laws approved May 13, 1936, by the Secretary of the Interior, and as amended June 28, 1977, and not pursuant to its Indian Reorganization Act Corporate Charter ratified October, 31, 1936; and

WHEREAS, the Port of Seattle applied to the U.S. Army Corps of Engineers for a permit (No. 95-2-00970) to construct a 400-foot extension of a pier apron at its Terminal 5 in the West Waterway of the Duwamish River; and

WHEREAS, the Muckleshoot Tribe objected to this permit application because of concerns that the extension of the pier could interfere with tribal treaty fishers' exercise of treaty fishing rights in the area; and

WHEREAS, representatives of the Port of Seattle and Muckleshoot Fisheries Committee have met on numerous occasions and negotiated a potential settlement of the issues related to the impacts to treaty fishing rights associated with the 400-foot pier extension; and

WHEREAS, the Muckleshoot Fisheries Committee recommends Tribal Council approval of such potential settlement and recommends Tribal Council authorization to the Office of the Tribal Attorney to formalize and finalize such agreement; and

WHEREAS, the Tribal Council has reviewed the proposed settlement, along with mitigation conditions and enhancement measures the Port will undertake as part of the pier extension project, both of which are attached hereto and herein incorporated by reference, and has determined that approval of such is in the overall best interests of the Tribe;

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Muckleshoot Indian Tribe that the attached proposed settlement, including the mitigation conditions and enhancement measures, is

Resolution No. 97-348

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hereby approved, and the Office of the Tribal Attorney is authorized to formalize the terms of such agreement into a final written agreement. The Chairperson of the Tribe, or in his absence, the Vice-Chairperson, is authorized to execute the originals of the final agreement at such time as it is presented by the Office of the Tribal Attorney for signature, PROVIDED HOWEVER, that the language proposed in Section 105. Construction of Dock in Seattle, Washington, of the AMENDMENT IN CONFERENCE ON THE ENERGY AND WATER APPROPRIATIONS BILL (H.R. 2203) by Senator Gorton regarding Corps approval of the permit is deleted from the bill; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Chairperson of the Tribal Council or, in the absence of the Chairperson, the Vice-Chairperson, is hereby authorized to sign, execute and negotiate all contracts, agreements and amendments thereto on behalf of the Tribe without further adoption of a resolution in the securing and performance of this activity throughout its duration provided that such authorization does not exceed the specific intent and terms of the aforementioned document and/or activity, and is executed in compliance with all applicable Tribal, federal and other ordinances, laws, regulations, policies and procedures.

C E R T I F I C A T I O N

As Secretary of the Muckleshoot Indian Tribal Council, I hereby certify that the above resolution was adopted at a Special meeting of the Tribal Council on the 26 day of September, 1997, held on the Muckleshoot Indian Reservation, Auburn, WA, at which a quorum was present by a vote of 4 for, 0 against, and 0 abstentions.

Norma Eyle
Norma Eyle
Secretary

John Daniels, Jr.
John Daniels, Jr.
Chairperson



File with Resolution
No. 3258, as Amended

PRESTON GATES & ELLIS LLP
ATTORNEYS

August 4, 1999

Ms. Sarah Armstrong
Port of Seattle
2711 Alaskan Way, Pier 69
Seattle, WA 98121

Re: Port of Seattle/Terminal 5 Section 404 Permit

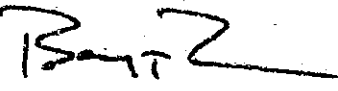
Dear Ms. Armstrong:

Pursuant to your request, enclosed please find a fully executed copy of the Port of Seattle Terminal 5 Pier Extension Agreement. The original document is stored in our firm safe.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

PRESTON GATES & ELLIS LLP

By 
Bart J. Freedman

BJF:bh

Enclosure

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A LIMITED LIABILITY PARTNERSHIP INCLUDING OTHER LIMITED LIABILITY ENTITIES

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PORT OF SEATTLE TERMINAL 5 PIER EXTENSION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 1997, by and between the Port of Seattle located at _____ Seattle, WA 98111, hereinafter called "Port," and the Muckleshoot Indian Tribe located at 39015 172nd Ave. S.E., Auburn, WA 98092, hereinafter called the "Tribe."

WHEREAS, the Port proposes to demolish an existing wooden dock north of its Terminal 5 in the West Waterway of the Duwamish River and replace it with a 400-foot extension of the existing Terminal 5 dock; and

WHEREAS, the Tribe is a federally-recognized Indian tribe that holds rights, including fishing rights, under the Treaty of Point Elliott of 1855 (12 Stat. 927) in the Duwamish River system; and

WHEREAS, the Tribe has objected to the proposed 400-foot dock extension on the basis that it will affect the Tribe's access to its usual and accustomed fishing areas as defined in the Treaty of Point Elliott and affirmed in U.S. v. Washington, 384 F. Supp. 312 (1974); and

WHEREAS, the Tribe has identified potential impacts of the proposed 400-foot dock extension at Terminal 5 on the Tribe's treaty fishing rights; and

WHEREAS, the Tribe and the Port have mutually agreed that the measures to be taken by the Port pursuant to this Agreement to be a fair and full settlement of any future impacts of the proposed 400-foot dock extension on the Tribe's treaty fishing rights by the Port in exchange for the Tribe's agreement not to appeal the issuance of a federal permit for the construction of the proposed dock extension; and

WHEREAS, both the Port and the Tribe deem it to be in their best interest to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual benefits accruing to each of the parties hereto, the parties agree and covenant as follows:

I. JOINT PORT AND TRIBE OBLIGATIONS

A. Protocol for Government-to-Government Relationship. Within three (3) months after execution of this Agreement, the Port and the Tribe will develop a protocol for a government-to-government relationship. Such protocol will be utilized by the parties to exchange information and achieve mutual understanding about disputed issues including, but not limited to, the following:

1. **Discussion Forums.** The parties will establish forums for the discussion of issues related to the Tribe's reserved treaty rights, including but not limited to fishing and access to fishing sites within its usual and accustomed fishing areas; habitat protection and/or restoration; water quality; and/or any activity proposed by the Port that may impact the Tribe's exercise of its treaty rights.
2. **Methodology for Estimating Historic Losses to Tribe.** Within two (2) years after execution of this Agreement, the parties will develop a scope and methodology for estimating possible historic losses incurred by the Tribe as a result of Port activities, including, but not limited to, impacts to fisheries resources, loss or alteration of habitat, and impairment of access to usual and accustomed fishing areas.
3. **Protocol for Establishing Fisheries Enhancement Trust Fund.** Within six (6) months after execution of this Agreement, the parties will jointly develop a protocol for establishing a Fisheries Enhancement Trust Fund (hereinafter referred to as "Trust Fund"), which will be used to protect, enhance, and restore fisheries resources in the Tribe's usual and accustomed fishing areas. The Port and Tribe will meet at least bi-annually to review potential funding sources. Both parties agree to use their best efforts for obtaining funding for the Trust Fund. The Port and the Tribe will jointly administer Port-contributed funds; the Tribe will administer all other funds contributed to the Trust Fund by any person or entity other than the Port. ~~This Agreement shall not limit the ability of the Port to pursue other agreements independently of this Agreement on its own behalf or in conjunction with other entities including other Indian tribes.~~ *PF KA*

II. PORT OBLIGATIONS

- A. **Policy Support Funds.** Upon execution of this Agreement, the Port will pay the Tribe \$115,000 a year for two (2) years for policy support, for establishment of the protocols, methodologies and discussion forums per Section I of this Agreement, which includes both internal and joint meetings. Payments will be made in yearly installments, the first no later than forty-five (45) days following execution of this Agreement, and the second one year later. Such payments will be made in accordance with the procedures set forth in Section IV.D. of this Agreement. Further, not later than fifteen (15) days after the final execution of this Agreement, the Port will pay any balance owed to the Tribe as of the date of execution of this Agreement per prior invoices submitted by the Tribe for earlier policy support.
- B. **Revolving Damage Claim Fund.** Within sixty (60) days after execution of this Agreement, the Port will pay the Tribe a total of \$28,000 to establish a fund to be administered by the Tribe.

Nothing in this Agreement waives or otherwise limits any claims, rights, or remedies that a Tribal member fisher may have as a result of damage to fishing gear or nets, including but not limited to claims for monetary damages for lost fishing opportunity or income.

C. **First Avenue Pier O & M Funds.** The Port will annually pay the Tribe \$17,500 for reasonable operation and maintenance (hereinafter referred to as "O & M") costs of the First Avenue Pier owned by the Tribe for a period of five (5) years from the date of execution of this Agreement, beginning forty-five (45) days from execution of this agreement. Such payments will be made in accordance with the procedures set forth in Section IV.D. of this Agreement.

D. **Prohibition on Development of Terminal 105.** The Port will permanently restrict in-water development at its Terminal 105 property, north of the existing Terminal 105 barge dock, extending to the north property line of the existing terminal, legally described in Exhibit A attached hereto and incorporated by reference herein. The Port will also prohibit upland development on its property at Terminal 105 which would result in increased inwater impacts on access to exercise treaty fishing rights. This prohibition will apply in perpetuity regardless of ownership of said property. If said property or any portion thereof changes ownership at any time after the execution of this Agreement, such change will include a deed restriction consistent with this Agreement.

E. **Acquisition of Northland Property.** Within twelve (12) months after execution of this Agreement, the Port will acquire a parcel of property in its entirety, legally described in Exhibit B attached hereto and incorporated by reference herein (hereinafter referred to as the "Northland Property"). Upon acquisition of the entire parcel of the Northland Property, the Port will convey to the Tribe one-half of the Northland Property by statutory warranty deed. The one-half portion of the parcel of the Northland Property to be deeded to the Tribe will be mutually agreed upon by both parties prior to the conveyance. In the event such conveyance does not occur within twelve (12) months after execution of this Agreement, the Port will pay the Tribe one-half of the objectively appraised fair market value of the entire Northland Property.

III. TRIBE OBLIGATIONS

A. **Permit.** The Tribe will not appeal issuance of a pennit (No. 95-2-00976) by the U.S. Army Corps of Engineers to the Port for activities related to the extension of the pier at Terminal 5. The Tribe will request issuance of the Port's permit application. The parties agree that time is of the essence.

IV. MISCELLANEOUS

A. **Authority.** The Port and the Tribe each represent that it has the authority to enter into this Agreement, and that its execution and delivery have been duly authorized. Each party will provide the other a copy of a resolution granting authority to enter into this agreement and warranting that its execution has been duly authorized.

B. **Notices.** All notices, demands, requests, and other communications in relation to this Agreement will be in writing and will be deemed to have been given on the third day after mailing if mailed by first class, registered, or certified mail. Each party will designate one representative to whom all such notices, demands, requests, and other communications in relation to this Agreement will be directed. Such designation will be given in the same manner as set forth in this section.

C. Fair Settlement of Future Impacts. The parties agree that the terms of this Agreement constitute a fair and full settlement of any potential future impacts of the proposed 400-foot dock extension on the Tribe's treaty fishing rights. The parties further agree that this Agreement does not address the Tribe's rights or arguments regarding historic losses or past damages against the Port nor does this Agreement constitute a waiver of any rights or defenses applicable to the Port with respect to such claims or issues.

D. Payment and Audit. Allowable costs for compensation to be paid by the Port to the Tribe under this Agreement include direct and indirect costs actually incurred by the Tribe. Indirect costs shall be determined through application of the indirect cost rate established in the prevailing indirect cost rate agreement between the Muckleshoot Tribe and the Office of the Inspector General, U.S. Department of Interior.

The Tribe will maintain financial records which, at a minimum, fully disclose the amount and disposition of expended Port funds and other financial information that will facilitate an effective audit. The Tribe will provide the Port with an annual financial report in a format similar to that used by the Tribe in maintaining expenditure records of federal funds and shall describe the amount of disbursements by budget cost category.

The Tribe will provide to Port that portion of the audit report pertaining to funding provided by the Port under this Agreement that is included in the annual audit completed by the Tribe as prescribed by the Single Audit Act of 1984 and OMB Circular A-128.

Any amounts due pursuant to the terms of this Agreement shall bear interest from the due date, or the date the right of reimbursement accrues, at the rate published or publicly announced most recently prior to such date as the lowest rate that can be legally charged for commercial, short-term unsecured loans, but not less than twelve percent (12%) per annum. For purposes of interest calculations, the due date of amounts, or the date the right to reimbursement accrues, shall be deemed the date that it was owing but may have been disputed, as distinguished from the date of final settlement, or the entry of an arbitration award or judicial determination.

E. Default. In the event agreement cannot be reached on the requirements set forth in paragraphs I.A., I.A.1., I.A.2., or I.A.3. above, any such dispute will be submitted to non-binding mediation. The parties agree to designate the Honorable Robert Utter as the designated mediator for purposes of this provision. If Justice Utter is unable to serve as mediator the parties agree to the following selection procedure. Within thirty (30) days of delivery to the other party of a written demand by either party for mediation, each party shall appoint one mediator. The mediators appointed by the parties shall, within fifteen (15) days, select a third mediator to act as the chairperson of the mediation. If the parties cannot agree on a procedure for the mediation, the mediators shall select the method of proceeding. The mediators shall issue a written recommendation within fourteen (14) days after closing arguments in the mediation proceeding. Each party shall bear its own mediation expense and shall share equally the expenses of the third

mediator.

In the event either party, acting in good faith, believes the other party has violated any other term of this Agreement, written notice of the alleged violation will be given to such party describing in detail the violation. This notice is intended to invite a resolution by the parties. Litigation may be commenced upon the expiration of thirty (30) days following receipt of notice.

F. **Entire Agreement.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations and understandings not incorporated herein are excluded.

G. **Equal Participation in Drafting.** The parties have equally participated in the drafting of this Agreement and the Exhibits attached. No ambiguity will be construed against any party based upon a claim that such party drafted the ambiguous language.

H. **Headings Not Controlling.** The headings in this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

I. **Severability.** If any term or provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement will continue in full force.

J. **Jurisdiction and Venue.** Jurisdiction and venue for any dispute regarding this Agreement shall be the United States District Court for the Western District of Washington.

K. **No Release of Third Parties.** This Agreement is not intended by the parties, nor will this Agreement act, to release any third party not named herein from any claims or liabilities whatsoever.

L. **Effective Date.** This Agreement will be effective upon signature by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

MUCKLESHOOT INDIAN TRIBE

By John Daniels Jr.
Its Tripod Chairman
12/12/97
Date

PORT OF SEATTLE

By M.R. Dinsmore
Its _____
Date

PORT OWNERSHIP AT TERMINAL 105

That portion of the west half of Section 18, Township 24 North, Range 4 East, W.M. in the City of Seattle, King County, Washington lying in the Plat of Seattle Tide Lands, described as follows:

AREA LYING NORTH OF SW DAKOTA STREET

Beginning at the intersection of the north margin of Southwest Dakota Street with the southwesterly margin of the Duwamish Waterway, being the southeast corner of Block 412, Seattle Tide Lands; thence North 90° 00' 00" West along said north margin, a distance of 231.15 feet; thence North 31° 46' 25" West a distance of 55.54 feet; thence North 45° 41' 22" West a distance of 117.82 feet; thence North 84° 07' 42" West a distance of 228.47 feet; thence North 88° 32' 18" West a distance of 278.53 feet; thence South 45° 08' 49" West a distance of 24.83 feet; thence South 66° 57' 30" West a distance of 73.48 feet to the easterly margin of a pedestrian/bicycle path right-of-way; thence North 28° 06' 08" West, along said right-of-way, a distance of 131.82 feet to the northwest corner of Lot 21, Block 413; thence North 90° 00' 00" East along said line and its projection, a distance of 917.61 feet to the southwesterly margin of the Duwamish Waterway; thence South 42° 15' 00" East along said margin, a distance of 12.98 feet; thence South 17° 56' 45" East, continuing along said margin, a distance of 231.66 feet to the point of beginning.

Containing: 115,092 square feet (2.6422 acres)

AREA WITHIN SW DAKOTA STREET

Beginning at the intersection of the north margin of Southwest Dakota Street with the southwesterly margin of the Duwamish Waterway, being the southeast corner of Block 412, Seattle Tide Lands; thence South 17° 56' 45" East, continuing along said Waterway margin, a distance of 105.11 feet to the south margin of Southwest Dakota Street; thence North 90° 00' 00" West, along said margin, a distance of 227.78 feet; thence North 19° 40' 24" West a distance of 106.20 feet to the north margin of said SW Dakota Street; thence North 90° 00' 00" East along said margin, a distance of 231.15 feet to the point of beginning.

Containing: 22,946 square feet (0.5268 acre)

AREA SOUTH OF SW DAKOTA STREET

Beginning at the intersection of the south margin of Southwest Dakota Street with the southwesterly margin of the Duwamish Waterway, being the northeast corner of Block 411, Seattle Tide Lands; thence South $17^{\circ} 56' 45''$ East, along said Waterway margin, a distance of 378.39 feet; thence North $90^{\circ} 00' 00''$ West a distance of 284.38 feet; thence North $00^{\circ} 00' 00''$ West a distance of 172.22 feet; thence North $17^{\circ} 43' 12''$ West a distance of 197.13 feet to the south margin of said SW Dakota Street; thence North $90^{\circ} 00' 00''$ East along said margin, a distance of 227.78 feet to the point of beginning.

Containing: 87,021 square feet (1.9977 acre)

DEC 10 1997

ORDER NO. 331045-5

PRESTON GATES & ELLIS LLP

THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF KING AND IS DESCRIBED AS FOLLOWS:

LOTS 16 THROUGH 22, BLOCK 30, JOSEPH R. MC LAUGHLIN'S WATER FRONT ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 28, RECORDS OF KING COUNTY, WASHINGTON;

AND THAT PROPERTY WHICH LIES SOUTHERLY OF THE SOUTHERLY BOUNDARY OF LOTS 16 THROUGH 22, BLOCK 30, JOSEPH R. MC LAUGHLIN'S WATER FRONT ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 28, RECORDS OF KING COUNTY, WASHINGTON, NORTHERLY OF THE SOUTHERLY BOUNDARY OF THAT CERTAIN TRACT CONVEYED TO LOUIS DE MATTEA AND NATHEALE DE MATTEA, HIS WIFE, BY DEED EXECUTED BY PACIFIC CONSTRUCTION COMPANY AND RECORDED UNDER RECORDING NO. 7301240233, RECORDS OF KING COUNTY, WASHINGTON, WESTERLY OF THE SOUTHERLY PRODUCTION OF THE EASTERLY LINE OF SAID LOT 16 AND EASTERLY OF THE SOUTHERLY PRODUCTION OF THE WESTERLY LINE OF SAID LOT 22.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

*North Lakes
Property*

Exhibit "B"