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AGREEMENT BETWEEN THE MUCKLESHOOT INDIAN TRIBE AND THE CITY OF TACOMA REGARDING THE GREEN/DUWAMISH RIVER SYSTEM

The Muckleshoot Indian Tribe, a federally recognized Indian tribe, and the City of Tacoma, acting by and through its Department of Public Utilities, Water Division, agree as follows:

RECITALS

A. The Muckleshoot Indian Tribe ("MIT") is a federally recognized Indian tribe located on the Muckleshoot Indian Reservation in King and Pierce Counties, Washington. MIT has rights under, and is the successor to certain bands and tribes who were parties to, the Treaty of Point Elliott (12 Stat. 927) and the Treaty of Medicine Creek (10 Stat. 1132). MIT holds federally guaranteed rights under the Treaty of Point Elliott, including fishing and hunting rights, in the Green/Duwamish River System. MIT has rights and responsibilities for the management of the fish and wildlife resources and other natural resources of the Green/Duwamish River System, including the protection of those resources from environmental degradation.

B. The City of Tacoma, by and through its Department of Public Utilities, Water Division, ("TPU") owns and operates a municipal water supply system on the Green/Duwamish River System, and controls access to the Upper Watershed of the Green River for water quality protection. As owner and operator of a municipal water supply system, TPU has a responsibility to provide a safe, adequate and affordable water supply to its customers. As part of this responsibility, TPU carries out conservation of water resources through conservation programs, water demand management programs and by augmentation of its available water supply through such means as aquifer recharge and exploration and use of additional well capacity.

C. MIT and TPU want to resolve past differences over water resource issues concerning the Green/Duwamish River System, and to work cooperatively in the future to manage the resources of the Green/Duwamish River System. MIT and TPU recognize that other Resource Agencies share responsibility for managing the resources of the Green/Duwamish River System, and MIT and TPU will work together to enlist the support of the Resource Agencies in the implementation of this Agreement.

D. This Agreement settles all MIT claims against TPU arising out of, or relating to, TPU's municipal water supply operations on the Green/Duwamish River System, including the

First and Second Diversions, the proposed Second Supply Project, and TPU's activities in the Upper Watershed of the Green River, except as set forth in Section 10 of this Agreement. MIT's claims arise out of its federally guaranteed treaty rights and other federal laws. It is not the intent of the parties to address, in this Agreement, the proposed Howard Hanson Dam Additional Storage Project, except as specifically set forth herein relating to the evaluation of feasibility studies.

E. This Agreement culminates several years of negotiations, technical analysis and working together to develop understanding and recognition of each other's needs, interests, responsibilities and requirements. The parties intend that this Agreement establishes the commitment and framework for a long-term cooperative working relationship between MIT and TPU concerning the Green/Duwamish River System.

SECTION 1. DEFINITIONS

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

1.1. "Auburn Gage" shall mean the United States Geological Service Gage No. 12113000, which is located on the Green River at approximately River Mile 32.0.

1.2. "Average to Dry Year" shall mean when Howard Hanson Dam reservoir conditions correspond to Zone 3 as described and used in Exhibit A to this Agreement.

1.3. "Bypass Reach" shall mean the stretch of the Green River between the intake for the FRF surface water supply and the surface water discharge from the FRF into the Green River.

1.4. "Capital Repair and Replacement Fund" shall be as defined in Section 3.1.5 of this Agreement.

1.5. "Ceremonial Hunt" shall mean an occasional hunt by designated MIT members for funerals and one annual function sponsored by MIT approved by the MIT Hunting Committee pursuant to MIT's Hunting Ordinance.

1.6. "cfs" shall mean cubic feet per second.

1.7. "Construction Financing" shall mean the bond proceeds from the revenue bonds sold to finance construction of the Second Supply Project and the FRF.

1.8. "Controlled Area" shall mean that portion of the Upper Watershed of the Green River closed to public access by TPU to protect the water supply of the Green River.

1.9. "Corps of Engineers" shall mean the United States Army Corps of Engineers or its successor agency.

1.10. "Drought Year" shall mean any year in which the water equivalent of the snowpack at the Stampede Pass National Weather Service snow measurement station is less than twelve (12) inches on May 1 of any year, or when Howard Hanson Dam reservoir conditions correspond to Zone 4 as described and used in Exhibit A of this Agreement after May 1 of any year.

1.11. "First Diversion" shall mean the diversion of water from the Green River under TPU's initial water right claim of 113 cfs.

1.12. "Fisheries Restoration Facility" or "FRF" shall be defined as in Section 3 of this Agreement.

1.13. "Fisheries Trust Fund" shall be as defined in Section 3.3.

1.14. "Game Management Unit 485" or "GMU 485" shall mean the area in the Upper Watershed of the Green River set by WDFW for management purposes.

1.15. "General Trust Fund" shall be as defined in Section 5.

1.16. "Green/Duwamish River System" shall mean the Green River, the Duwamish River and their tributaries, the watersheds of the Green River, the Duwamish River and their tributaries, and Elliott Bay.

1.17. "Headworks" shall mean the area at TPU's Green River diversion structures, including the dam, intake, settling basin, water control building and associated structures.

1.18. "Howard Hanson Dam" shall mean that certain dam located at approximately River Mile 64.5 of the Green River owned by the United States and operated by the Corps of Engineers.

1.19. "Howard Hanson Dam Additional Storage Project" shall mean the proposed modifications to Howard Hanson Dam that are presently being studied by the Corps of Engineers to increase substantially the water storage of Howard Hanson Dam.

1.20. "Indirect Costs" shall mean the lesser of 32.6% or the actual indirect cost rate, if any, negotiated annually between MIT and the Inspector General of the Department of the Interior. Indirect Costs are calculated by multiplying the direct costs by the indirect cost rate. Indirect Costs are in addition to direct costs.

1.21. "Limited Control Area" shall mean that portion of the Upper Watershed of the Green River outside the Controlled Area.

1.22. "MIT" shall be as defined in Recital A to this Agreement.

1.23. "O&M" shall mean the operations and routine maintenance of the FRF.

1.24. "O&M Base Amount" shall be as defined in Section 3.1.4.2 of this Agreement.

1.25. "Palmer Gage" shall mean the United States Geological Service Gage No. 12106700, which is located on the Green River 0.7 miles downstream from the diversion dam portion of the Headworks at approximately River Mile 60.3.

1.26. "Resource Agencies" shall mean those governmental agencies with responsibility for fisheries, wildlife or water resources.

1.27. "Second Diversion" shall mean the proposed diversion of Green River water under TPU's second diversion water right obtained in 1986 of up to 100 cfs.

1.28. "Second Supply Project" shall mean TPU's proposed approximately thirty-three (33) mile long pipeline from the Headworks of the Green River to the City of Tacoma, including the proposed Headworks modification and associated facilities (also known as Pipeline 5), along with aquifer recharge and groundwater referenced in Sections 2.3 and 2.4.

1.29. "Second Supply Project Operation" shall mean the Second Supply Project supplying of water directly from the Green River to the City of Tacoma, or other customers, users or Second Supply Project participants.

1.30. "State Instream Flows" shall mean those instream flows required by the State of Washington as a condition of TPU's water right for the Second Diversion issued in 1986.

1.31. "Tacoma Diversion" shall mean the diversion of water from the Green River by TPU under its first and second diversion water rights.

1.32. "TPU" shall be defined as stated in Recital B to this Agreement.

1.33. "Tribal Hunt" shall mean the annual exclusive hunt in the Controlled Area conducted by MIT under Section 6.3 of this Agreement.

1.34. "Upper Watershed of the Green River" shall mean that portion of the Green/Duwamish River System generally located upstream of the Headworks as shown on

the map attached as Exhibit B.

1.35. "USFS" shall mean the United States Forest Service or its successor agency.

1.36. "WDNR" shall mean the Washington State Department of Natural Resources or its successor agency.

1.37. "WDOE" shall mean the Washington State Department of Ecology or its successor agency.

1.38. "WDOH" shall mean the Washington State Department of Health or its successor agency.

1.39. "WDFW" shall mean the Washington State Department of Fish and Wildlife or its successor agency or agencies.

1.40. "Wet Year" shall mean when Howard Hanson Dam reservoir conditions correspond to Zone 1 as described and used in Exhibit A to this Agreement.

1.41. "Wet to Average Year" shall mean when Howard Hanson Dam reservoir conditions correspond to Zone 2 as described and used in Exhibit A to this Agreement.

1.42. "1995 Dollars" shall mean actual dollars spent in 1995 or dollars spent in subsequent years adjusted for inflation as defined by the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average Index, All Items 1982-84= 100, with changes for 1996 being defined as the value for June 1996 divided by 152.5 (the value for June of 1995), as published by the United States Department of Labor, Bureau of Labor Statistics. Subsequent years expenditures shall be adjusted accordingly.

SECTION 2. INSTREAM FLOWS

2.1. Guaranteed Minimum Instream Flow Levels That Vary With Annual Conditions

TPU shall provide the following guaranteed minimum continuous instream flows. which will vary with weather conditions during the summer months, in the Green River as measured at the Auburn Gage. For Wet Years the minimum continuous instream flow shall be 350 cfs. For Wet to Average Years the minimum continuous instream flow shall be 300 cfs. For Average to Dry Years the minimum continuous instream flow shall be 250 cfs. For Drought Years, the minimum continuous instream flow shall range from 250 to 225 cfs, depending on the severity of the drought. Before any decision to drop

instream flows from 250 cfs to 225 cfs (as measured at the Auburn Gage), consultation among the Resource Agencies, MIT, the Corps of Engineers, and TPU shall explore alternatives to lowering the minimum continuous instream flow, and TPU shall comply with the requirements of Section 2.6 of this Agreement.

2.2. Instream Flow Levels for Second Diversion

TPU shall meet the continuous instream flow requirements identified in Sections 2.2.1 and 2.2.2 whenever it is withdrawing water from the Green River with its Second Diversion. TPU shall meet both sets of instream flow requirements before it can withdraw any water with its Second Diversion. To the extent that these instream flow requirements are greater than the State Instream Flows, these instream flow requirements control.

2.2.1. Instream Flow Requirements for Palmer Gage

TPU shall meet the following continuous instream flow requirements, as measured at the Palmer Gage, as a condition of withdrawing water from the Green River with its Second Diversion. From July 15 to September 15 of each year the continuous instream flow level shall be 200 cfs. From September 16 to October 31 of each year the continuous instream flow level shall be 300 cfs. For all other days of the year (November 1 to July 14), the continuous instream flow level shall be 300 cfs, which is the same as the State Instream Flows for those days.

2.2.2. Instream Flow Requirements for Auburn Gage

In addition to the instream flow requirements of Section 2.2.1, from July 15 to September 15 of each year, TPU shall meet the continuous instream flow requirement of 400 cfs, as measured at the Auburn Gage, as a condition of withdrawing water from the Green River with its Second Diversion. TPU specifically understands that if instream flows at the Auburn Gage fall below 400 cfs during the referenced period, the Second Diversion may not be used even if the instream flow requirements in Section 2.2.1 are being met.

2.3. Artificial Recharge

TPU intends to store an additional 6000 acre-feet of water, to be withdrawn from the Green River, in the aquifers in the South Tacoma Well Field or in other locations. This water will then be pumped back out into TPU's supply system during the summer to help offset the summer peak water needs of its customers.

2.4. Groundwater

TPU is investigating the availability of groundwater in the Tacoma Tideflats area. The goal is to develop an additional pumping capacity of 10 million gallons per day ("mgd") and a maximum of 6000 acre-feet of water per year to also offset the summer peak needs of its customers.

2.5. Operational Modifications and Surcharge Storage at Howard Hanson Dam

The Corps of Engineers operates Howard Hanson Dam for flood control and fish conservation. MIT and TPU desire to have the operations of Howard Hanson Dam modified to further the purposes of this Agreement. The parties acknowledge that modifications in the operations of Howard Hanson Dam, as proposed in this Section 2.5., require the cooperation of the Corps of Engineers to accomplish the intended results.

2.5.1. Modifications to Summer Operations

The operation of Howard Hanson Dam for fish conservation is designed to protect against a drought that has a probability of occurrence of one in fifty years. While maintaining that standard, the parties agree that the operations should be modified during the summer to provide additional flows in the Green River for fish. The volume of water that the parties propose for the Corps of Engineers to release during the summer would be greater than what the Corps of Engineers releases under existing Corps of Engineers operating protocols for Howard Hanson Dam. TPU agrees that if the Corps of Engineers modifies existing operations of Howard Hanson Dam to release more water during the summer months and fall precipitation does not occur in sufficient quantities to meet the instream flow requirements of Section 2.1., TPU shall restrict its withdrawals of water from the Green River by its First Diversion to allow the Corps of Engineers to recoup water required to maintain its federally mandated minimum instream flows. TPU may rely on its new well capacity to meet its demand requirements during the period it restricts its Green River withdrawals.

2.5.2. Surcharge Storage

TPU and MIT will also propose that the Corps of Engineers alter the operation of Howard Hanson Dam in a second way to store up to an extra 5000 acre-feet of water during Drought Years in the Howard Hanson Dam reservoir above the present storage of 25,000 acre feet, which the Corps of Engineers stores for release during the summer and fall for fish conservation purposes. Based on

historical weather patterns, Drought Years are anticipated to occur with an annual frequency of approximately one in five years. In Drought Years, the reservoir in the summer months would be filled with an extra 5000 acre-feet of water for use in augmenting fisheries instream flows in the summer. A decision to store 5000 acre/feet of surcharge storage, will be recognition of a drought condition, and will establish the instream flow at 250 cfs as measured at the Auburn Gage, pursuant to Section 2.1. Up to 50% of the extra storage may be used in spring, summer, or fall by the Resource Agencies and MIT at their discretion as determined by formal agency coordination. Exercise of such discretion by the Resource Agencies and MIT in the spring and early summer may limit TPU's ability to support instream flow levels under Section 2.1. later in the year. TPU's ability to fulfill its obligations under Section 2.1. in Drought Years are dependent upon use of at least 2500 acre/feet of the surcharge storage.

2.5.3. Use of Surcharge Storage by TPU

Following a Drought Year when TPU has relied to a greater degree upon its groundwater system, the level of water stored in the aquifers used by TPU is often not returned to its maximum capacity by June 1, and TPU's groundwater system starts the peak demand season below optimal conditions. With the potential increased reliance upon TPU's groundwater system in certain years under this Agreement, that condition will worsen with the increased stress placed on the groundwater system in Drought Years. To counteract this condition and in an attempt to return the groundwater system back to full conditions as soon as possible following a Drought Year, in the years that the aquifer is below capacity as a result of its use during a Drought Year, TPU may use up to 5000 acre-feet of surcharge storage behind Howard Hanson Dam in non-Drought Years to provide additional water to recharge the aquifers for its groundwater system.

2.5.4. Continuing Applicability of Instream Flow Requirements

If TPU proceeds with the Second Supply Project, and if the Corps of Engineers does not make the operational changes identified in Sections 2.5.1. and 2.5.2., the instream flow requirements in Section 2.2 concerning the Second Diversion shall still apply, and the instream flow requirements in Sections 2.1 and 2.6 shall also still apply. However, TPU may determine that the Second Supply Project is not feasible, unless TPU can find a feasible alternate source of 5000 acre feet of water.

2.6. Water Use Curtailment by TPU

During periods when reservoir inflow and reservoir storage at Howard Hanson Dam are not sufficient to maintain minimum instream flows above 250 cfs at the Auburn Gage, TPU will have the option to maintain a minimum drought flow of 225 cfs whenever use of TPU's First Diversion is beginning to be partially curtailed. Thirty days prior to requesting that the instream flows required pursuant to Section 2.1. be reduced from 250 cfs to 225 cfs, TPU shall convene a drought coordination meeting with the Resource Agencies and MIT to fully explore all alternatives that will allow maintaining a 250 cfs minimum instream flow. Before lowering instream flows to 225 cfs, TPU shall, at a minimum, institute water use restrictions consistent with TPU's water use curtailment plan.

2.7. Real-time Monitoring of Steelhead Spawning and Incubation

WDFW currently monitors steelhead spawning and incubation on the Green/Duwamish River System for fisheries management purposes. MIT and TPU shall jointly develop an additional monitoring program for the steelhead spawning and incubation season, which is from April through July each year. The purpose of this program will be to assure that the Second Supply Project does not adversely affect established steelhead redds beyond the pre-Second Supply Project instream flow conditions. TPU shall fund MIT and the WDFW for the cost of this additional monitoring program, and the total estimated annual cost in 1995 Dollars is ten thousand dollars ($10,000) per year. The goal of the program will be to record the location of the steelhead redds and provide that information to MIT, Resource Agencies and TPU on a real-time basis. In the event that MIT, TPU and the Resource Agencies determine that the Second Supply Project operations are adversely affecting incubation conditions beyond those that already exist without the operation of the Second Supply Project, a timely consultation process with TPU, MIT and the Resource Agencies will be initiated to develop a response to those conditions.

2.8. Ongoing Commitment to Instream Flow Coordination

2.8.1. TPU and MIT commit to continuing the established practice of coordination of Green River flow management decisions with the Resource Agencies and the Corps of Engineers, before and during droughts, Howard Hanson Dam reservoir refill, or other management or natural events that may adversely affect Green River instream flows. TPU and MIT will develop a consultation process, pursuant to Section 9, to address instream flow issues.

steelhead redd monitoring, and future diversions.

2.8.2. MIT will support TPU's request to WDOE and WDFW to clarify that the above instream flow requirements for the Second Diversion exceed and thereby encompass the 750 cfs reserved by WDFW under a separate prior agreement with TPU that was to be used annually at WDFW's discretion to support fish passage and spawning.

2.9. Future Diversions

2.9.1. TPU shall not pursue any further diversion of Green/Duwamish River System water from May through October of any year before the completion, if approved, of the Howard Hanson Dam Additional Storage Project. If the Howard Hanson Dam Additional Storage Project is approved, TPU may apply for a storage right for water stored at Howard Hanson Dam reservoir as a result of the Howard Hanson Dam Additional Storage Project, as well as a diversion right to make use of that additional stored water.

2.9.2. TPU does not anticipate, but may in the future, apply for a diversion of additional water from the Green River to occur between the months of November and April in future years. TPU shall consult with MIT, according to the consultation process contained in Section 9., before submitting a water right application to WDOE to assure any fishery impacts are properly addressed.

2.9.3. Development of any water rights in the Green/Duwamish River System by TPU in addition to the First and Second Diversion water right shall be subject to the continuous instream flow requirements of this Agreement.

2.10. Verification and Monitoring of Instream Flows, Water Supply and Water System Demand

Before the commencement of Second Supply Project Operation, TPU shall be responsible for insuring that MIT has access to United States Geological Service streamflow data, or any successor equivalent data source, for the purpose of monitoring and verifying instream flow levels at the Palmer Gage and the Auburn Gage on a current, instantaneous basis, as well as access to information regarding discharge levels and reservoir elevations at Howard Hanson Dam. TPU will make access to such data and information available at the FRF and at an MIT office location, identified by MIT, using current communications technology, which will be updated as mutually agreed upon as such technology changes. Upon request of MIT, TPU shall provide timely system water

supply information, including well and municipal reservoir levels and system water demand information.

SECTION 3. FISHERIES RESTORATION AND ENHANCEMENT

3.1. Fisheries Restoration Facility (FRF)

MIT owns and operates the Keta Creek fish facility on the Green/Duwamish River System. MIT desires to further its goals of Green River fisheries restoration and enhancement through the ownership and operation of an additional, more comprehensive, fisheries facility on the Green/Duwamish River System. TPU supports the restoration and enhancement of the Green/Duwamish River System fisheries, and will help MIT in achieving its goal of a Fisheries Restoration Facility (FRF) on the Green/Duwamish River System through the means set forth below.

3.1.1. Development and Construction of the FRF

3.1.1.1. Payment of Development and Construction Costs of FRF

TPU shall pay up to eight million-five-hundred thousand dollars ($8,500,000), in 1995 Dollars, for the development of the FRF to be owned by MIT. These funds shall cover the costs of development of the FRF. Those costs include the design, engineering, environmental analyses, permitting (except water rights permitting and development as set forth in Sections 3.1.1.4., 3.1.1.5. and 3.1.1.6), site work, construction, construction management, fish release site developments, capital equipment, and contingency at fifteen percent (15%).

3.1.1.2. Design of FRF

TPU shall contract with a design engineering firm, subject to MIT's approval, to design and engineer the FRF in consultation with MIT, following the basic conceptual elements contained in Fish Pro, Inc.'s August 7, 1995, proposal for a tribal fisheries restoration facility on the upper Green River. The conceptual plan is attached as Exhibit C to this Agreement. The line item dollar figures in Exhibit C are estimates only, and the parties are not bound, in any manner, by the various line item cost estimates contained within Exhibit C, subject to the total cost as described in Section 3.1.1.1.

3.1.1.3. Construction of FRF

TPU shall be responsible for the permitting and construction of the FRF in consultation with MIT. Although the details of how to proceed with the permitting and construction processes have not been finalized, it is expected TPU will proceed with a competitive selection process and contract with a construction contractor, to be mutually agreed upon, and that TPU shall be responsible for construction management. TPU reserves the right to reject any and all bids, and, if necessary, modify the FRF to meet the development costs limitations specified in Section 3.1.1.1., or to negotiate adjustments to the selected bid proposal. Any such modifications or adjustments shall be subject to MIT approval. If the parties agree, MIT may, as owner, contract with the selected construction contractor, if it will benefit the development of the FRF, however, TPU shall still be responsible for construction management, including the processing and approval of all requests for payment under the contract. MIT and TPU shall consult, review and approve, as necessary, during each phase of design review, permitting, and construction pursuant to Section 9. MIT and TPU shall review and approve any proposed changes to the design of the FRF. TPU shall pay for any cost overruns associated with the development and construction of the FRF. Any cost savings realized by TPU in the construction of the FRF shall be used first, to offset any costs that exceed TPU's estimated costs (such estimates to be reviewed by MIT) in the permitting, development and conveyance of water to the FRF site under Sections 3.1.1.4., 3.1.1.5. and 3.1.1.6., and, second, for mutually agreed upon improvements to the FRF.

3.1.1.4. FRF Groundwater Facilities

TPU shall, at its own cost, and not as part of the funds identified in Section 3.1.1.1, provide the necessary wells, well houses, and pumping facilities to deliver 2 cfs of groundwater to the operations center area of the FRF as further provided in Section 3.1.3.1.

3.1.1.5. FRF Water Conveyance Facilities

If water rights can be obtained for the FRF, TPU shall at its own cost, and not as part of the funds identified in Section 3.1.1.1, provide surface and groundwater conveyances to the FRF via gravity fed pipe or pumps. The water conveyance facilities shall be designed for expansion to 35 cfs in the future.

3.1.1.6. Costs of Development and Conveyance of Water to FRF

TPU shall pay all the costs associated with obtaining the permits for FRF water rights, and developing and conveying the ground and surface water, and such costs shall not be charged against the funds for the FRF identified in Section 3.1.1.1.

3.1.1.7. Fish Ladder and Trap and Haul Facilities at Headworks

All costs involved in the fish ladder and trap and haul facilities proposed for the Headworks are not to be charged against the funds for the FRF identified in Section 3.1.1.1, but shall be funded and paid for separately by TPU. TPU shall design and construct the trap and haul facilities consistent with the recommendations agreed upon among the Resource Agencies, MIT and TPU. TPU shall be responsible for all operations, maintenance and other costs of the fish ladder and trap and haul facilities at the Headworks.

3.1.2. Land for FRF

3.1.2.1. Transfer of Land for FRF

TPU shall convey to MIT, or to the United States in trust for MIT if so requested by MIT, eleven (11) acres of property adjacent to the Green River and westerly of the TPU Water Control Station suitable for constructing a fisheries restoration facility as shown on Exhibit D of this Agreement. TPU shall also convey to MIT the floodway property between the Green River and the FRF.

3.1.2.2. Transfer of Land for FRF Expansion

TPU shall convey to MIT, or to the United States in trust for MIT if so requested by MIT, an additional two (2) acres of property adjacent to the property identified in Section 3.1.2.1. in the year 2007 suitable for future expansion of the FRF, should MIT deem it necessary.

3.1.2.3. Change in Use of Land

The intended use of the property identified in Sections 3.1.2.1. and 3.1.2.2. is to construct and expand the FRF. Any future proposed changes in use or new uses of this property shall be compatible with TPU's desire to

protect the Upper Watershed of the Green River and protect TPU's ability to construct a water filtration facility in the future should such facility be necessary. MIT and TPU will jointly determine any future proposed changes in use or new uses of this property.

3.1.2.4. TPU's Right of First Refusal to Repurchase Land

After the FRF is completed, if MIT elects to cease operations at the FRF, and decides to sell the property identified in Sections 3.1.2.1 and 3.1.2.2. along with the FRF, TPU shall have the right of first refusal to purchase this property at fair market value. If the FRF facilities are not permitted and constructed, and MIT and TPU mutually determine that permitting and construction of the FRF, or its water supply, are not feasible pursuant to Section 3.1.7 below, TPU shall convey to MIT property that is of equal acreage from the TPU lands in the Limited Control Area in lieu of the property identified above.

3.1.3. FRF Water Supply

3.1.3.1. Groundwater

TPU shall provide to MIT, at TPU's own cost, and not as part of the funds identified in Section 3.1.1.1, up to 2 cfs of groundwater, if available, for incubation purposes at the FRF. If 2 cfs are not fully available, then TPU shall provide the remaining quantity from surface water and, if required, the facilities to treat the surface water to water quality standards sufficient for fisheries incubation needs..

3.1.3.2. Surface Water

TPU shall assist and support MIT in acquiring a 25 cfs surface water right from the Green River via a gravity pipeline and river pumping. TPU shall pay all costs associated with obtaining the water right pursuant to Section 3.1.1.6.

3.1.3.3. Surface Water for FRF Expansion

TPU shall assist and support MIT in acquiring an additional 10 cfs surface water right for future expansion of the FRF. TPU shall pay all costs associated with obtaining the water right pursuant to Section 3.1.1.6.

3.1.3.4. Determination of Use of Gravity Flow v. Pumping of Surface Water

When instream flows at the Palmer Gage are greater than the instream flows required by the State Instream Flows plus the flow required by the FRF, then the FRF water will be diverted at the Tacoma Diversion and will flow by gravity to the FRF. When instream flows at the Palmer Gage are less than State Instream Flows plus the amount of water required by the FRF, water will be pumped to the FRF from the Green River at the FRF site. TPU and MIT will jointly determine when to use the river pump to avoid impacts on spawning and incubation of any anadromous fish species in the Bypass Reach.

3.1.4. Operations and Maintenance of FRF

3.1.4.1. Payment of O&M by TPU

TPU shall pay MIT for O&M of the FRF, for the life of the FRF, commencing at the beginning of operation of the FRF. Commencement of the operation of the FRF shall mean that point at which the contractor has completed all performance tests on the FRF and TPU has accepted the FRF for operation. TPU shall make O&M payments to MIT in four equal installments to be paid at the beginning of each quarter of each year.

3.1.4.2. Amount of O&M

For the first year of operation, as defined in Section 3.1.4.1., TPU shall pay MIT for O&M of the FRF three hundred and fifty thousand dollars ($350,000) ("O&M Base Amount"). From the second year forward, the O&M Base Amount shall be subject to annual adjustment in accordance with the Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average Index as published by the United States Department of Labor, Bureau of Labor Statistics, or an equivalent successor index, for the life of the FRF. (See "1995 Dollars" definition in Section 1.42. For calculation of the index) Indirect Costs shall be calculated on the O&M Base Amount as adjusted annually in accordance with the CPI-U.

3.1.4.3. Power Costs of FRF

TPU shall pay all power costs for the FRF, which shall be paid directly to the supplier based on the actual bills for the FRF. FRF power

costs shall not be included in the O&M Base Amount.

3.1.4.4. Use of Unused O&M

Any O&M Base Amount, as adjusted annually, plus Indirect Costs, not used by MIT in a calendar year for the FRF may be used by MIT for fisheries enhancement or be carried forward to the next year.

3.1.4.5. Annual Activities Report

MIT will provide an activity report (which includes financial accounting for O& M) concerning FRF operations to TPU by April 1 of each year for the life of the FRF.

3.1.5. Capital Repair and Replacement Fund

TPU, through the Tacoma City Treasurer, shall establish a Capital Repair and Replacement Fund in trust for MIT, and pay into that fund forty-five thousand dollars ($45,000) per year for 10 years to be used solely for long term renewal and/or replacement of FRF equipment or capital repairs to the FRF. TPU shall make the initial payment into the Capital Repair and Replacement Fund at the end of the first year the FRF is operational, as defined in Section 3.1.4.1. A budget for expenditures from the Capital Repair and Replacement Fund shall be determined by MIT and provided annually to TPU for review and comment. TPU shall pay MIT from the Capital Repair and Replacement Fund for items contained in the annual budget upon request from MIT. In the event of an emergency capital repair or replacement, MIT may make a request to TPU for an emergency payment from the Capital Repair and Replacement Fund. Interest accruing on the Capital Repair and Replacement Fund shall be reinvested into the Capital Repair and Replacement Fund.

3.1.6. Monitoring and Evaluation and Interim Measures

TPU shall fund monitoring and evaluation of the FRF to provide a basis for long-term watershed restoration projects. MIT and TPU will work together to develop a scope for the monitoring and evaluation program and shall develop a budget for the program. MIT and TPU may mutually agree to implement interim measures for fisheries enhancement prior to the completion and operation of the FRF. The total cost of monitoring and evaluation and interim measures shall not exceed six hundred and seventy-five thousand dollars ($675,000).

3.1.7. Contingency for FRF

MIT and TPU presently intend to proceed with the FRF, however, in the event that MIT and TPU mutually determine that permitting and construction of the FRF, or its water supply, are not feasible any time within five years of the effective date of this Agreement, then MIT shall elect one of the alternatives identified in Sections 3.1.7.1 or 3.1.7.2. below in lieu of constructing the FRF. This contingency, if chosen by MIT and TPU, only applies to those funds identified in Sections 3.1.1.1., 3.1.4. and 3.1.5. that TPU would have paid if the FRF were built, and does not affect any other obligations, financial or otherwise, of TPU under this Agreement. MIT will make its decision regarding which alternative it will select within thirty (30) days of the mutual determination not to proceed with the FRF.

3.1.7.1. Alternative A.

Within 120 days of MIT's decision to choose this alternative, TPU shall pay MIT a total of twelve million dollars ($12,000,000), in 1995 Dollars, in a lump sum into the Fisheries Trust Fund to be used for fisheries enhancement on the Green/Duwamish River System. In the event that MIT elects this alternative, TPU and MIT shall develop a joint consultation process, pursuant to Section 9, to decide the use of the funds for programs for the Green/Duwamish River System for purposes of fisheries enhancement.

3.1.7.2. Alternative B.

Within 120 days of MIT's decision to choose this alternative, TPU shall pay to MIT any and all unused funds from the funds identified in Section 3.1.1.1. in a lump sum into the Fisheries Trust Fund to be used for fisheries enhancement on the Green/Duwamish River System. TPU and MIT shall develop a joint consultation process, pursuant to Section 9, to decide the use of the funds for fisheries enhancement programs. TPU may deduct actual expenditures incurred after the effective date of this Agreement, i.e., design, permitting and construction costs (excluding costs identified in Sections 3.1.1.4., 3.1.1.5., 3.1.1.6. and 3.1.1.7) from the lump sum payment. In addition, TPU shall make annual payments to MIT, or to other entities at MIT's direction, limited to the actual operating budgets of the alternative fisheries production facilities or enhancement options, up to the O&M Base Amount, adjusted annually in accordance with Section 3.1.4.2., identified for the FRF in Section 3.1.4, for the life of said facilities

or options. Indirect Costs shall be paid by TPU to MIT for payments made directly to MIT. The annual payments shall be made commencing with the operation of those alternative fish production facilities or enhancement options. The Capital Repair and Replacement Fund shall be established and managed pursuant to Section 3.1.5., but the use of such funds shall be to provide for capital repairs and replacement at the alternative fish facilities.

3.2. Interim Support

3.2.1. Interim Biologist

Upon TPU's receipt of Construction Financing for the Second Supply Project, TPU shall pay sixty-five thousand dollars ($65,000) per year plus Indirect Costs each year to support an interim project biologist to assist MIT with FRF design, consultation and permitting, until FRF O&M funds are initiated, or MIT and TPU mutually determine that permitting and construction of the FRF or its water supply are not feasible pursuant to Section 3.1.7.

3.2.2. Keta Creek Operations

TPU shall pay MIT up to one hundred and twenty-five thousand dollars ($125,000) per year plus Indirect Costs for Keta Creek Fish Facility operations. The exact amount of each year's payment will be based upon the pro rata share of fish actually planted in the Upper Watershed of the Green River. TPU shall make such payments until the FRF is operational, or MIT and TPU mutually determine that permitting and construction of the FRF or its water supply are not feasible pursuant to Section 3.1.7.

3.3. Fisheries Trust Fund

3.3.1. Establishment of Fisheries Trust Fund

MIT shall establish a Fisheries Trust Fund to be used to enhance and restore fish runs and habitat of the Green/Duwamish River System before receiving any funds under this Agreement earmarked for a Fisheries Trust Fund.

3.3.2. Lump Sum Payment by TPU into Fisheries Trust Fund

TPU shall pay MIT a lump sum payment of six million dollars ($6,000,000)

to MIT in April 2007 into the Fisheries Trust Fund to assist with future expansion or adjustments in the FRF. In the event MIT decides in the future that expansion of the FRF is not feasible, or MIT decides that funds should be used for other purposes, or MIT and TPU mutually determine that permitting and construction of the FRF or its water supply are not feasible pursuant to Section 3.1.7., then MIT may, at its discretion, transfer the six million dollar ($6,000,000) payment to the General Trust Fund.

SECTION 4. TRANSFER OF REAL PROPERTY

4.1. Real Property for FRF

Upon TPU's receipt of Construction Financing for the Second Supply Project, TPU shall convey to MIT, or to the United States in trust for MIT if so requested by MIT, the property described in Section 3.1.2.

4.2. Upper Watershed of the Green River

Upon TPU's receipt of Construction Financing for the Second Supply Project, TPU shall convey to MIT, or to the United States in trust for MIT if so requested by MIT, forty (40) acres of property, including timber, from property it owns in the Upper Watershed of the Green River located in the Limited Control Area as generally shown on Exhibit E. TPU shall provide a water supply to the property sufficient for the equivalent of service to a typical residence. Conditions of land use and access shall assure compatibility with TPU's water quality protection program as identified and incorporated in the deed.

4.3. Lake Kapowsin

Upon TPU's receipt of Construction Financing for the Second Supply Project, TPU shall convey to MIT, or to the United States in trust for MIT if so requested by MIT, twelve (12) acres of property it owns on an island in Lake Kapowsin including standing timber as described and shown on Exhibit F, thirty (30) acres of property it owns in the old town site along Lake Kapowsin as described and shown on Exhibit G, and the thirteen (13) acre former resort site it owns along the southwest shore of the Lake Kapowsin as described and shown on Exhibit H. Prior to conveyance of the properties at Lake Kapowsin, TPU agrees that MIT may use the properties, provided however, that MIT may not construct any permanent improvements on the properties until the conveyance process is completed. During this interim use period, MIT agrees to indemnify and hold harmless TPU, subject to Section 11.4, from any claims, litigation or judgments for

damages by MIT members or their guests arising from any use or activity on or near said properties.

4.4. Requirements for Transfers of Real Property

4.4.1. All Conveyances By Statutory Warranty Deed

All real property conveyed by TPU to MIT, or to the United States in trust for MIT if so requested by MIT, under this Agreement shall be by statutory warranty deed.

4.4.2. All Lands To Be Free of Hazardous Substances

TPU shall provide MIT with copies of the appropriate Phase I Environmental Assessment conducted by TPU for all real property conveyed to MIT prior to any conveyances. TPU shall be responsible for all costs of cleaning up any Hazardous Substance deposited on any of the properties prior to the date of the conveyances to MIT, or in lieu of cleaning up said properties, TPU shall provide mutually agreeable substitute real property. As used in this Section 4.4., "Hazardous Substance" means any substance that is toxic, ignitable, reactive or corrosive and which is regulated by any local government, the State of Washington or the United States as a "hazardous waste," "extremely hazardous waste," or a "hazardous substance." The cost of clean up as used in this Section 4.4. shall include all costs of remediation and monitoring, all fines and penalties, and all costs and attorneys' fees incurred in the defense of any action by a regulating governmental authority.

SECTION 5. GENERAL TRUST FUND PAYMENTS

MIT will establish a General Trust Fund for the benefit of MIT and its members under any terms and conditions that it wishes. The General Trust Fund will create a permanent trust fund. MIT will deposit all or a portion of the payments made by TPU under this Section 5 into the General Trust Fund, which will be managed to provide security for MIT and its members both in the present and the future. The General Trust Fund may be managed in such a way to allow for the partial disbursement of funds from the General Trust Fund annually, which disbursements should increase over time if the General Trust Fund is managed prudently. These disbursements would be a permanent resource for MIT and its members to be spent on meeting the needs of MIT and its members as determined by MIT each year.

TPU shall make the following payments to MIT under the following payment schedule. After TPU makes the Payment Upon Second Supply Project Operation set forth below in this

Section 5, TPU shall make the payments to MIT by January 31 of each succeeding year:

Initial Payment Upon TPU Receipt of Second Supply Project Construction Financing

$1,000,000

Payment Upon Commencement of Second Supply Project Operation

Year 1	$1,500,000

Additional Payments to MIT

Year 2	$ 200,000
Year 3	200,000
Year 4	200,000
Year 5	200,000
Year 6	200,000
Year 7	200,000
Year 8	200,000
Year 9	1,000,000
Year 10	250,000
Year 11	250,000
Year 12	250,000
Year 13	250,000
Year 14	250,000
Year 15	250,000
Year 16	250,000
Year 17	250,000
Year 18	250,000
Year 19	250,000
Year 20	1,500,000
Year 21	300,000
Year 22	300,000
Year 23	300,000
Year 24	300,000
Year 25	300,000
Year 26	300,000
Year 27	300,000
Year 28	300,000

Year 29		300,000
Year 30		2,000,000
Year 31		350,000
Year 32		350,000
Year 33		350,000
Year 34		350,000
Year 35		350,000
Year 36		350,000
Year 37		350,000
Year 38		350,000
Year 39		350,000
Year 40		3,000,000
	TOTAL	$19,750,000

SECTION 6. ACCESS AND USE OF THE UPPER WATERSHED OF THE GREEN RIVER

6.1. Guiding Principles

6.1.1. The Upper Watershed of the Green River is highly valued by and significant to MIT and its members. The MIT and its members want to access the Upper Watershed of the Green River in order to practice, and teach their children about, traditional tribal cultural and spiritual activities and values. These customs include hunting and the gathering of natural resources, including medicines, berries, mushrooms, roots and wood fiber, and arise out of, and are in furtherance of, MIT's treaty rights. MIT and its members have a strong interest in a safe and private environment in which to hunt for elk and deer and to practice their religious and ceremonial activities.

6.1.2. The Upper Watershed of the Green River also provides an unfiltered water supply for TPU. TPU controls access to the Upper Watershed of the Green River in order to protect the water quality and pristine natural resource values that are present in the area. This allows TPU to maintain the highest water quality standards required by the WDOH to ensure the health and safety of TPU's customers. Without this protection, a filtered water system could be required and TPU may be unable to justify the necessity to keep access to the Upper Watershed of the Green River restricted.

6.1.3. TPU and MIT share a concern for the safety of persons traveling through the Upper Watershed of the Green River. The parties agree to work together in scheduling access for MIT to reduce the risks of travel on roads in the Upper Watershed of the Green River and to cooperate in the implementation of this Agreement to promote safety in the Upper Watershed of the Green River.

6.1.4. TPU and MIT recognize and desire to meet each other's needs while protecting the values each holds for the Upper Watershed of the Green River. It is in both parties' interests to ensure that access to the Upper Watershed of the Green River remains controlled to protect the water quality for as long as possible. Because of this, TPU and MIT developed the following provisions in Sections 6.2. through 6.5. to provide MIT and its members with access to the Upper Watershed of the Green River for cultural and spiritual purposes while protecting TPU's ability to maintain the standards necessary to protect the water quality in the Upper Watershed of the Green River.

6.1.5. By consenting to MIT's access to the Upper Watershed of the Green River, TPU can only authorize access to its own property. TPU cannot, and does not have the authority to, permit access to property owned by others in the Upper Watershed of the Green River.

6.1.6. TPU and MIT recognize that the flora and fauna of the Upper Watershed of the Green River are sustainable resources if managed properly. In the exercise of hunting and gathering activities under this Section 6, MIT agrees to abide by sound biological practices to protect these resources for future generations.

6.1.7. This Section of this Agreement presents an opportunity to build upon the relationships developed during the negotiations and to increase communication and the level of trust between the parties over time. To be successful, each party must work with its representatives to ensure that the standards and guidelines outlined below are carried out.

6.2. General Provisions Concerning Access

6.2.1. Indemnification

MIT recognizes that the Headworks road through the Controlled Area to Limited Control Area, and other roads in the Upper Watershed of the Green River, are primitive and narrow, and that TPU cannot ensure any driver's safety. In this regard MIT agrees to hold harmless and indemnify TPU, subject to Section 11.4., from all claims and litigation that MIT members or their guests may institute against TPU for monetary damages arising from accidents occurring on or near

said roads, but only to the extent said claim or litigation alleges or contends that TPU, or its employees, agents or representatives, were negligent in the design, construction and/or maintenance of said road(s).

6.2.2. Access for MIT Staff

TPU shall provide access to the Upper Watershed of the Green River to MIT staff pursuant to a separate access program for purposes such as monitoring forest practices as they relate to fish and wildlife habitat and impacts on cultural resources, conducting scientific studies, conserving and enhancing treaty protected natural resources, and maintaining and monitoring the property TPU will convey to MIT, as well as any other property that MIT may obtain.

6.2.3. Annual Review

Representatives of MIT and TPU shall meet annually to review how the process of access by MIT and its members to the Upper Watershed of the Green River is working, and to make changes or modifications to the access process, provided however, that any changes or modifications shall be subject to the written agreement of both MIT and TPU, and any changes that require modifications or amendments to the provisions of this Agreement are subject to the requirements of Section 11.11.

6.3. Hunting

MIT and TPU agree to the following guidelines for MIT exclusive hunts within the Upper Watershed of the Green River.

6.3.1. Annual Tribal Hunt

An annual MIT exclusive Tribal Hunt for deer and elk shall be conducted as appropriate given biological considerations. The Tribal Hunt shall be separate from the special drawing hunt for all citizens.

6.3.2. Scheduling of Annual Tribal Hunt

The timing of the hunting season will be determined by the WDFW, MIT, and TPU, in coordination with MIT fishing and the timing of the non-Indian hunt. The hunt in the Upper Watershed of the Green River is possible only by close cooperation between TPU, WDFW, and other landowners.

6.3.3. Harvest Numbers

Harvest numbers will be set by agreement between WDFW and MIT based upon sound biological principles.

6.3.4. Limitations for Safety or Water Quality Reasons

TPU reserves the right to limit the number of people entering the Upper Watershed of the Green River for the GMU 485 Tribal Hunts and the non-Indian hunts as necessary to control the hunting activity for safety reasons and water quality impacts. This limitation will not be unreasonably imposed, but rather is intended to assure that water quality controls in the Upper Watershed of the Green River are maintained. MIT agrees to abide by the same requirements relating to water quality and safety that apply to the non-Indian GMU 485 hunt.

6.3.5. Coordination of Monitoring and Information Sharing

TPU watershed inspectors shall carry out inspection and monitoring of the Upper Watershed of the Green River. MIT monitors shall work within the Upper Watershed of the Green River during the GMU 485 Tribal Hunts to enforce MIT hunting regulations. MIT will provide TPU with copies of MIT's hunting regulations annually. MIT hunters will provide TPU watershed inspectors the biological data and specimens of the animals taken, including teeth and other animal parts. TPU shall share such data and specimens with WDFW and MIT.

6.3.6. Ceremonial Hunts

TPU shall provide reasonable year round access for Ceremonial Hunts in the Limited Control Area. If the Limited Control Area is inaccessible, then TPU shall provide access for Ceremonial Hunts in the Controlled Area, provided however, that MIT complies with the applicable laws and regulations in authorizing the Ceremonial Hunt. For Ceremonial Hunts, TPU will waive the requirement that MIT provide two days notice to TPU if access is required via the Headworks and Massey Gate. MIT will contact designated TPU watershed inspectors to notify them of the Ceremonial Hunt. The designated hunter for the MIT Ceremonial Hunt will provide TPU watershed inspectors with the biological data and specimens of the animals taken for ceremonial purposes in the same manner as outlined for the Tribal Hunt. Guidelines for Ceremonial Hunts will be developed in consultation with TPU, MIT and WDFW.

6.3.7. Access to Controlled Area for Tribal Hunts

TPU shall provide access into the Controlled Area for the Tribal Hunts via the Headworks and Massey Gates only. For purposes of this Agreement, access on to lands within the Controlled Area and hunting requirements within the Controlled Area will be by agreement with TPU, WDFW, other landowners, and MIT.

6.3.8. Access to Limited Control Area for Hunting

Unlimited access is available through Stampede Pass into the Limited Control Area when the pass is open. When Stampede Pass is closed, prearranged access with a 2-day notice shall be via the Headworks Gate except as provided in Section 6.3.6. Access through the Controlled Area will be for one daily group round trip in and out of the Controlled Area for MIT members. All individuals requesting access will gather at the Headworks at an agreed-upon time.

6.3.9. Biological Information and Studies

It is the desire of MIT and TPU to sustain the biological health of the elk and deer herds in the Upper Watershed of the Green River over time. MIT hunters will respect this desire and follow MIT's laws and regulations in order to protect the biological integrity of the herds. TPU will cooperate with WDFW and MIT to fund any mutually agreed upon biological study relating to herd composition and population counts. TPU's contribution shall not exceed $15,000 per year in 1995 Dollars.

6.4. Access to MIT Property

As described in Section 4 of this Agreement, TPU shall convey real property to MIT located in the Limited Control Area. MIT and its members shall have access to this property for day time activities as well as overnight visits as determined by MIT.

6.4.1. Access Via Stampede Pass

Unlimited access is available to MIT members via Stampede Pass to these lands when the pass is open.

6.4.2. Access Through Controlled Area

Access through the Controlled Area for prearranged group activities can be arranged via the Headworks Gate with 2-day notice to the TPU watershed

inspectors.

6.4.3. Emergency Access

Additionally, TPU shall provide emergency access through the Controlled Area to MIT's property in the Limited Control Area via the Headworks Gate.

6.4.4. Additional Access

When the Stampede Pass is closed, MIT members may access MIT's property through the Controlled Area via the Headworks Gate. The visits must be prearranged with 2-day notice. Access through the Controlled Area shall be for one daily group trip in and out of the Controlled Area for MIT members. All individuals requesting access shall gather at the Headworks at an agreed-upon time.

6.5. Cultural Activities

6.5.1. General Principles on Access for Cultural Activities

6.5.1.1. MIT members shall have the opportunity to access the Upper Watershed of the Green River on a year around basis for gathering, cultural and educational purposes. MIT and its members will be able to bring elders and children to the Upper Watershed of the Green River, and to educate the children, passing on the ceremonies and traditions of the Tribe. MIT and its members will be able to gather traditional medicines, roots, berries, vegetation, herbs, mushrooms, and downed fire wood from TPU and MIT lands. They will also be able to exercise their spiritual and ceremonial traditions. Gathering of such items from TPU lands will be for the personal and family use of MIT members or for ceremonial purposes, and not for significant commercial purposes.

6.5.1.2. Communication through designated contacts for both MIT and the TPU is essential for any mutually agreed upon daytime activity that requires access through or into the Controlled Area.

6.5.1.3. It is the responsibility of TPU to monitor health, safety and water quality concerns in the Upper Watershed of the Green River. These requirements will be imposed according to the state and federal water quality and safety standards and the requirements for the protection of the Upper Watershed of the Green River. TPU shall respect the activities of MIT members in the Upper Watershed of the Green River and not disrupt

MIT members in the exercise of spiritual practices except when restrictions are required for health, safety, and water quality concerns.

6.5.2. Access to Limited Control Area

Access by MIT and its members for gathering, cultural and educational purposes shall be on a year around basis, with unlimited access via Stampede Pass into the Limited Control Area. When Stampede Pass is closed, prearranged access with 2-days notice shall be via the Headworks Gate. Access through the Controlled Area to reach the Limited Control Area will be for one daily group trip in and out of the Controlled Area for MIT members. All individuals requesting access will gather at the Headworks at an agreed-upon time.

6.5.3. Access to Controlled Area

Access into the Controlled Area for gathering, cultural or educational activities will be for day time access only. Access into the Controlled Area must be prearranged for group or individual activities with 2-day notice given to TPU. TPU agrees that MIT may have at least one prearranged activity per week, and the MIT request shall be accompanied with an agreed-upon itinerary. MIT may have additional trips into the Controlled Area during special gathering seasons, provided however, that such trips must be arranged with and approved by TPU. The parties acknowledge that planning and flexibility are important components to additional access into the Controlled Area.

6.5.4. Designation of Contact Persons

TPU and MIT will each designate a minimum of four contact persons each year to coordinate access by MIT and its members into or through the Controlled Area. MIT will be responsible for providing any equipment MIT guides may need, such as radios and vehicles, to properly monitor the Upper Watershed of the Green River and during access into or through the Controlled Area during the hunting season and for cultural activities. TPU will provide training to MIT Guides on water quality protection measures, safety, ownership boundaries, road use and the location of cultural resources of interest and significance to MIT. Any additional TPU staffing requirements, if needed, will be determined by TPU and hired in accordance with TPU's prescribed Civil Service rules and regulations. TPU will make available all information on job announcements and training opportunities to MIT's designated representatives.

6.5.5. Coordination of Access

Access for MIT activities in the Upper Watershed of the Green River will not occur without communication between MIT and TPU. The MIT designated representatives will coordinate all planned MIT activities in the Upper Watershed of the Green River. TPU's designated representatives will be responsible for accommodating access exercised by MIT pursuant to this Section 6.5.

6.5.6. Commitment to Safety and Maintenance of Water Quality

MIT and TPU, as well as MIT members, will take into account issues of safety and water quality protection, and persons entering the Upper Watershed of the Green River will cooperate with TPU's efforts to maintain a safe environment and protect water quality. MIT guides will be responsible for notifying MIT members who access the Upper Watershed of the Green River of the health, safety, or water quality rules that apply while in the Upper Watershed of the Green River, and enforcing those rules. TPU acknowledges, however, that MIT and MIT guides are not, and cannot be, held legally liable for the conduct and actions of MIT members. MIT and TPU will jointly develop policies and procedures concerning MIT members that violate those rules.

SECTION 7. WATER QUALITY AND HABITAT PROTECTION FOR THE UPPER WATERSHED OF THE GREEN RIVER -- STEWARDSHIP PROGRAM

7.1. TPU to Conduct Land Management to Benefit Water Quality and Fish and Wildlife Habitat

TPU will conduct land exchanges, purchases, and land management in the Green/Duwamish River System for water quality enhancement, and, to the greatest extent feasible, for greater benefit to fish and wildlife habitat in the Green/Duwamish River System.

7.2. Development of Process for Fisheries Restoration Needs

TPU, in consultation with MIT, will develop a process in a timely manner for addressing fisheries restoration needs on City-owned lands in the Upper Watershed of the Green River.

7.3. TPU to Share Information on Its Land Management Activities

TPU will provide MIT with an annual preview of planned or scheduled land

management activities on City-owned property in the Upper Watershed of the Green River. TPU will also continue to provide MIT with early review of all WDNR forest practice applications on City-owned property within the Upper Watershed of the Green River. TPU and MIT staffs will work cooperatively to address concerns of either party.

7.4. Cooperation in Upper Watershed Restoration

TPU will consider revenues from logging or other sources currently contributed by TPU to the Watershed Fund for projects to benefit anadromous fish and water quality in the Upper Watershed of the Green River. TPU and MIT will cooperate with the USFS and other agencies as appropriate to obtain federal funding for watershed restoration and water quality enhancement through programs such as the Watershed Alliance.

7.5. Annual Meeting of Landowners

TPU and MIT shall initiate an annual meeting of all landowners in the Upper Watershed of the Green River to exchange information and encourage cooperation of all in implementation of watershed programs and participation in projects designed to protect and enhance water quality and fish and wildlife habitat. This Agreement is not intended to imply that TPU is authorizing MIT to use lands owned by others.

7.6. TPU to Monitor Compliance with State Forest Practices Requirements

TPU will continue to monitor compliance with existing state forest practices regulations concerning timber harvest, road construction, land cleanup, riparian and wetland management zones, wildlife reserve trees, chemical applications, etc. as they relate to water quality in the Upper Watershed of the Green River. TPU will report all violations to the contractor/landowner and to the WDNR. TPU will include a summary of this activity in TPU's annual Green River Watershed Activities Report.

7.7. Exchange of Information

7.7.1. TPU Annual Reports and Management Plan

TPU will provide MIT with a copy of the annual Green River Watershed Activities Report furnished to the WDOH by TPU, and provide a current copy of TPU's Forest Management Plan for City-owned property in the Upper Watershed of the Green River, along with any updates or revisions, and solicit the MIT's input regarding any proposed revisions to TPU's Forest Management Plan.

7.7.2. MIT Annual Activities Report

MIT will provide TPU with an annual report of MIT's activities in the Upper Watershed of the Green River, including fish planting information.

7.8. TPU to Participate in Watershed Analysis

TPU agrees to fully support and participate in any watershed analysis initiated in the Upper Watershed of the Green River. TPU will evaluate the Watershed Administrative Units in which it has a greater than a 10 percent ownership to determine whether to initiate a Level II watershed analysis. MIT will have the opportunity to review this evaluation.

SECTION 8. MIT POLICY SUPPORT

TPU shall pay MIT one hundred thousand dollars ($100,000) per year, plus Indirect Costs, for policy support, which may include support for the Fish Committee, Hunting Committee, or other Tribal Council efforts, for 4 years from 1995 to 1998 to assist with completion of the settlement process, implementation of this Agreement, and MIT's review of, and participation in, the feasibility studies for the proposed Howard Hanson Dam Additional Storage Project. TPU shall make the policy support payment to MIT for 1995 within 30 days after the effective date of this Agreement. TPU shall make the policy support payments to MIT for 1996, 1997 and 1998 by January 31 of each year.

SECTION 9. JOINT POLICY COMMITTEE

9.1. Establishment of Committee

Within fifteen (15) days of the effective date of this Agreement, a committee shall be formed consisting of up to three (3) representatives of MIT, to be selected and subject to removal and replacement by MIT, and up to three (3) representatives of TPU, to be selected and subject to removal and replacement by TPU. Regardless of the number of representatives a party has on the Committee, MIT and TPU shall each have one vote on matters in this Agreement that require approval of the parties. It is the intent of the parties that the Committee be given wide flexibility in the procedures and the manner in which the matters before the Committee are handled. It is the intent of MIT and TPU to attempt to achieve consensus on matters requiring action. In the event that a matter cannot be resolved, it shall be subject to the dispute resolution provisions of Section 11.3.

9.2. Meetings of Committee

The Committee shall meet and confer regularly as needed, but at least annually, to be informed of activities pertinent to this Agreement, to consult over matters pertinent to this Agreement and to exercise such approval authority as specifically delineated in this Agreement. Either party may call for a meeting of the Committee. All meetings shall be upon reasonable notice to Committee members. Along with the notice, the party requesting the meeting, or the parties together, will prepare a draft agenda for the meeting, and circulate the draft agenda. Meetings of the Committee will take place at a mutually agreed upon location. At least one representative of each party must be present for Committee action to be valid. Minutes of each meeting shall be taken, and reviewed by MIT and TPU for any corrections.

9.3. Purpose and Authority of Committee

The purpose of the Committee is to be informed of activities pertinent to this Agreement, to consult over matters pertinent to this Agreement and to exercise such approval authority over matters contained in this Agreement including the following:

9.3.1. The Committee shall have authority to carry out the activities set out under Section 2.7.

9.3.2. The Committee shall be responsible for carrying out the consultation requirements of Section 2.9.2.

9.3.3. The Committee shall have approval authority over the development of the FRF pursuant to Section 3.1.1.

9.3.4. The Committee shall have authority to make decisions concerning Section 3.1.6., including the scope of a monitoring and evaluation program and budget for such program, implementation of interim measures to enhance fisheries and the allocation of costs between the interim fisheries measures and the monitoring and evaluation program.

9.3.5. The Committee shall determine, pursuant to Section 3.1.7., within five (5) years whether the permitting and construction of the FRF or its water supply are feasible, however, such determination shall be subject to the review and approval of MIT's Tribal Council and TPU's Director of Utilities.

9.3.6. The Committee shall be responsible for reviewing and modifying matters concerning access as provided in Section 6.2.3.

SECTION 10. RESOLUTION OF CLAIMS

10.1. This Agreement resolves, releases and extinguishes ALL claims past, present and future against TPU by MIT arising or related to TPU's First and Second Diversions from the Green/Duwamish River System or other TPU Water Division operations on the Green/Duwamish River System; provided however, that such release of claims does not include any claims for negligent or intentional acts by TPU, including violation of this Agreement, which occur after the effective date of this Agreement, and/or future additional Green/Duwamish River System activities, developments or diversions by TPU. Additionally, this Agreement does not signify a position either in favor of or in opposition to the Howard Hanson Dam Additional Storage Project by MIT.

10.2. MIT agrees to support, through written correspondence and participation in governmental agency meetings and hearings, if requested by TPU, the permitting, the construction and the operation of Second Supply Project, including the headworks modifications, Pipeline 5 and the intertie pipeline between Seattle and Tacoma, and TPU's proposals for aquifer recharge and additional well development. This Agreement does not affect any claims that MIT may have against third parties, including the City of Seattle, and operations of the intertie to convey water from the Cedar River.

10.3. MIT agrees not to seek further restrictions or changes to the operation of the First Diversion or the Second Supply Project, except as provided in this Agreement.

SECTION 11. MISCELLANEOUS

11.1. Conditions

Except for proceeding with obtaining permits and design of the FRF (Section 3.1.1.3), Section 3.2.2. (Interim Support for Keta Creek Operations), the use of property under Section 4.3 (Lake Kapowsin), Section 6 (Access and Use of the Upper Watershed of the Green River) and MIT policy support (Section 8), this Agreement is conditioned upon TPU's obtaining Construction Financing for the Second Supply Project, and obtaining an agreement with the Corps of Engineers for operational changes described in Section 2.5. and the approval, if legally necessary, of the Department of the Interior Bureau of Indian Affairs. TPU shall give notice to MIT promptly upon TPU's receipt of Construction Financing.

11.2. Termination or Delay of Second Supply Project

If TPU decides to terminate the Second Supply Project, then TPU would provide MIT notice of such a decision and it would be publicly announced by TPU's Director of Public Utilities. A decision to terminate the Second Supply Project shall terminate all of TPU's rights and obligations in this Agreement, and this Agreement would become void, except to the extent that TPU agrees to work with MIT and negotiate in good faith to resolve the MIT treaty rights issues. If the Second Supply Project is delayed for more than one (1) year, the Joint Policy Committee shall convene to consider which provisions of this Agreement should continue during the delay period of the Second Supply Project.

11.3. Dispute Resolution

11.3.1. MIT and TPU intend that the commitments made in this Agreement shall establish a long term working relationship between them on the Green/Duwamish River System. In the event that any disputes arise between the parties during the term of this Agreement, the parties shall make a good faith effort to resolve any conflict, claim or controversy by meeting to discuss and consider possible solutions. Any technical disputes shall be brought to the Joint Policy Committee. If, after good faith efforts, the Joint Policy Committee is unable to resolve the conflict, either party may request non-binding mediation of the dispute, and the other party will participate in good faith in the mediation process.

11.3.2. In the event that either party, acting in good faith, believes that the other party has violated the terms of this Agreement, notice of the alleged violation shall be given by sending a detailed written statement describing the violation. Within fifteen (15) days of receipt of the notice, a meeting of the Joint Policy Committee shall be convened to attempt to resolve the matter. If, after good faith efforts, the Joint Policy Committee is unable to resolve the conflict, either party may request non-binding mediation of the dispute, and the other party will participate in good faith in the mediation process.

11.4. Limited Waiver of Sovereign Immunity and Jurisdiction

MIT hereby waives, in a limited manner, its sovereign immunity from suit in the United States District Court for the Western District of Washington, only, and no other court, concerning disputes regarding to the interpretation or enforcement of this Agreement that cannot be resolved pursuant to Section 11.3., provided however, that such waiver does not apply to any claims for damages except for MIT's indemnification obligations under Sections 4.3 and 6.2.1. up to the amount of coverage under MIT's general liability insurance, such insurance policy limits to be no less than one million dollars ($1,000,000), which amount shall be adjusted for inflation at least every ten (10)

years, or any claims for damages for the misuse of funds paid under this Agreement up to the actual amount found by the Court to have, in fact, been misused. This limited waiver of sovereign immunity is solely for the benefit of TPU, and MIT does not waive its sovereign immunity from suit as to any other person or entity. The parties agree that this Agreement resolves claims based upon the Treaty of Point Elliott (12 Stat. 927) and other federal law, and, therefore, the federal courts have jurisdiction to the extent authorized in this Agreement.

11.5. Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is given by first class mail, registered or certified, postage prepaid and properly addressed. MIT and TPU shall each designate at least one representative to whom all notices, demands and other communications in connection with this Agreement shall be directed. Such designation shall be given in the same manner as that set forth in this section.

11.6. Interest

Any amounts due one party to the other 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 by Seattle First National Bank, or its successor, for commercial, short-term unsecured loans.

11.7. Waiver

Any of the provisions of this Agreement may be waived, but only by a written consent of the party waiving such provisions. A waiver or any breach of, or failure to enforce, any of the provisions of this Agreement shall not in any way affect, limit or waive a party's rights to enforce compliance thereafter with each and every provision of this Agreement.

11.8. Successors and Assigns

This Agreement shall be binding on the parties and on their successors in interest and assigns. When TPU is referred to in this Agreement, it shall mean the City of Tacoma, Department of Public Utilities, Water Division, and its successors in interest and assigns.

11.9. No Third Party Beneficiaries

No third party is intended to, or shall have, any rights under this Agreement. MIT and TPU intend that this Agreement be strictly between MIT and TPU, and therefore only the parties have any right to enforce this Agreement or any provision of this Agreement.

11.10. Conditions Beyond the Control of the Parties

Neither party shall be liable for, nor shall be considered in breach of or default under this Agreement, because of any delay or failure to perform as required by this Agreement that is the result of any cause or condition beyond that party's control.

11.11. Amendments

The provisions of this Agreement, including all exhibits and attachments, may be modified or amended only upon the mutual written agreement of the parties, duly executed by lawfully authorized officers or officials of each party. MIT's Chairperson and TPU's Director of Public Utilities are authorized to make minor modifications to this Agreement in writing, if the modifications are consistent with the provisions and intent of this Agreement.

11.12. No Release of Third Parties

This Agreement is not intended by the parties to act, nor shall it act, to release any third parties not named herein from any claims or liabilities whatsoever.

11.13. Severability

If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.14. Equal Participation in Drafting

MIT and TPU have equally participated in the drafting of this Agreement. No ambiguity shall be construed against either party based upon a claim that that party drafted the ambiguous language.

11.15. Headings Not Controlling

The headings in this Agreement are for convenience and reference only, and are not part of this Agreement, and in no way amplify, define, limit or describe the scope or

intent of this Agreement.

11.16. Effective Date

This Agreement shall become effective upon execution by MIT and TPU.

DATED this 24th day of AUGUST, 1995.

MUCKLESHOOT INDIAN TRIBE

By Virginia Cross

CITY OF TACOMA

By Ronald L. Mills

By Mark Thurman

Howard Hanson Storage Operation

Upon approval by the U.S. Army Corps of Engineers, modification of existing operating protocols at Howard Hanson Dam will facilitate maintenance of enhanced "basement" flow levels at the Palmer and Auburn gages. This will be accomplished by releasing available storage volume behind Howard Hanson Dam in accordance with established "rule curves" that are monitored on a daily basis. The rule curves will set minimum basement flow levels that can be maintained at any given point in time. During times of the year that available inflow into Howard Hanson Reservoir is not sufficient to maintain minimum instream flows, storage will be drafted from the reservoir. Under severe cases, diversion from Tacoma's P1 senior water right will also be cut back to make up the deficit.

Operating Zones

Figure 1 presents a relationship between available storage volume behind Howard Hanson Dam and time of year, and four discrete dam operation rule curves. The rule curves define the outer boundaries of instream flow operating zones which provide criteria for regulating the release rate as a function of time of year and available storage volume.

Table 1 provides tabular input for maintenance of Auburn flows based on time of year and available storage volume behind Howard Hanson Dam. To use Table 1, find the day and month in the first column. Then find the appropriate operating zone defined by the available storage for that day. As an example, an available storage volume of 20,000 acre feet on August 15 would fall within Operating Zone 2.

Special Conditions

Under Operating Zone 4, Tacoma must make up the instream flow deficit by cutting back on diversion from its P1 senior water right, requiring that the City draft additional groundwater to make up the resulting supply deficit. Discussions are under way with the U.S. Army Corps of Engineers concerning mechanisms to allow storage of an additional 5,000 acre feet for groundwater recharge under such conditions. It is contemplated that storage would be limited to the well deficit as of May 1, up to a maximum of 5,000 acre feet per year.

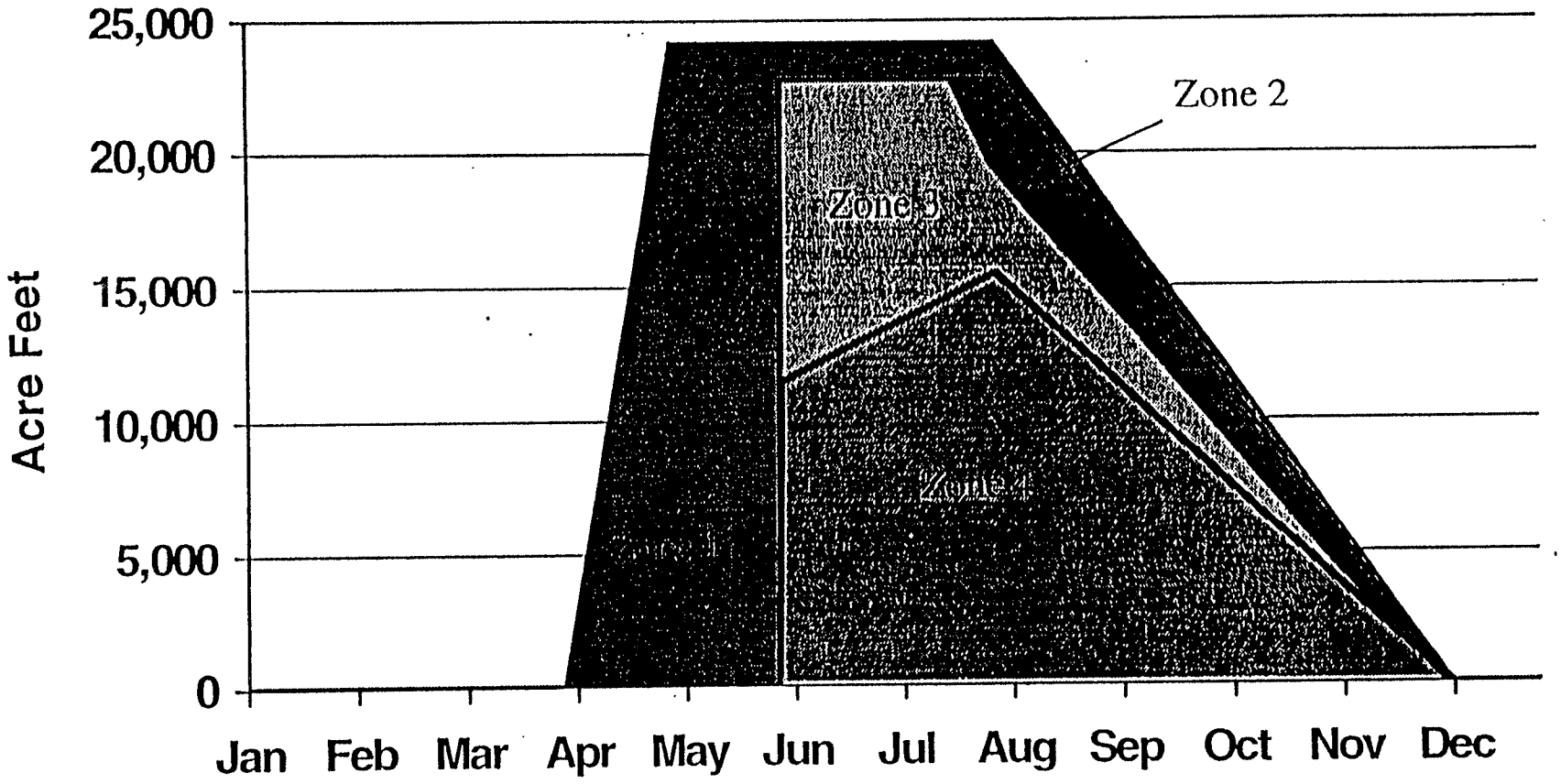

Figure 1
Operating Zones

Table 1
Operating Zones Based on Date and Reservoir Storage Volume

DATE	Acre Feet	Zone 1	Acre Feet	Zone 2	Acre Feet	Zone 3	Acre Feet	Zone 4	Acre Feet
31-Mar	0	↔	-	↔	-	↔	-	↔	0
1-Apr	781	↔	-	↔	-	↔	-	↔	0
2-Apr	1,561	↔	-	↔	-	↔	-	↔	0
3-Apr	2,342	↔	-	↔	-	↔	-	↔	0
4-Apr	3,123	↔	-	↔	-	↔	-	↔	0
5-Apr	3,903	↔	-	↔	-	↔	-	↔	0
6-Apr	4,684	↔	-	↔	-	↔	-	↔	0
7-Apr	5,465	↔	-	↔	-	↔	-	↔	0
8-Apr	6,245	↔	-	↔	-	↔	-	↔	0
9-Apr	7,026	↔	-	↔	-	↔	-	↔	0
10-Apr	7,806	↔	-	↔	-	↔	-	↔	0
11-Apr	8,587	↔	-	↔	-	↔	-	↔	0
12-Apr	9,368	↔	-	↔	-	↔	-	↔	0
13-Apr	10,148	↔	-	↔	-	↔	-	↔	0
14-Apr	10,929	↔	-	↔	-	↔	-	↔	0
15-Apr	11,710	↔	-	↔	-	↔	-	↔	0
16-Apr	12,490	↔	-	↔	-	↔	-	↔	0
17-Apr	13,271	↔	-	↔	-	↔	-	↔	0
18-Apr	14,052	↔	-	↔	-	↔	-	↔	0
19-Apr	14,832	↔	-	↔	-	↔	-	↔	0
20-Apr	15,613	↔	-	↔	-	↔	-	↔	0
21-Apr	16,394	↔	-	↔	-	↔	-	↔	0
22-Apr	17,174	↔	-	↔	-	↔	-	↔	0
23-Apr	17,955	↔	-	↔	-	↔	-	↔	0
24-Apr	18,735	↔	-	↔	-	↔	-	↔	0
25-Apr	19,516	↔	-	↔	-	↔	-	↔	0
26-Apr	20,297	↔	-	↔	-	↔	-	↔	0
27-Apr	21,077	↔	-	↔	-	↔	-	↔	0
28-Apr	21,858	↔	-	↔	-	↔	-	↔	0
29-Apr	22,639	↔	-	↔	-	↔	-	↔	0
30-Apr	23,419	↔	-	↔	-	↔	-	↔	0
1-May	24,200	↔	-	↔	-	↔	-	↔	0
2-May	24,200	↔	-	↔	-	↔	-	↔	0
3-May	24,200	↔	-	↔	-	↔	-	↔	0
4-May	24,200	↔	-	↔	-	↔	-	↔	0
5-May	24,200	↔	-	↔	-	↔	-	↔	0
6-May	24,200	↔	-	↔	-	↔	-	↔	0
7-May	24,200	↔	-	↔	-	↔	-	↔	0
8-May	24,200	↔	-	↔	-	↔	-	↔	0
9-May	24,200	↔	-	↔	-	↔	-	↔	0
10-May	24,200	↔	-	↔	-	↔	-	↔	0
11-May	24,200	↔	-	↔	-	↔	-	↔	0
12-May	24,200	↔	-	↔	-	↔	-	↔	0
13-May	24,200	↔	-	↔	-	↔	-	↔	0
14-May	24,200	↔	-	↔	-	↔	-	↔	0
15-May	24,200	↔	-	↔	-	↔	-	↔	0
16-May	24,200	↔	-	↔	-	↔	-	↔	0
17-May	24,200	↔	-	↔	-	↔	-	↔	0
18-May	24,200	↔	-	↔	-	↔	-	↔	0
19-May	24,200	↔	-	↔	-	↔	-	↔	0
20-May	24,200	↔	-	↔	-	↔	-	↔	0

Table 1
Operating Zones Based on Date and Reservoir Storage Volume

DATE	Acre Feet	Zone 1	Acre Feet	Zone 2	Acre Feet	Zone 3	Acre Feet	Zone 4	Acre Feet
21-May	24,200	↔	-	↔	-	↔	-	↔	0
22-May	24,200	↔	-	↔	-	↔	-	↔	0
23-May	24,200	↔	-	↔	-	↔	-	↔	0
24-May	24,200	↔	-	↔	-	↔	-	↔	0
25-May	24,200	↔	-	↔	-	↔	-	↔	0
26-May	24,200	↔	-	↔	-	↔	-	↔	0
27-May	24,200	↔	-	↔	-	↔	-	↔	0
28-May	24,200	↔	-	↔	-	↔	-	↔	0
29-May	24,200	↔	-	↔	-	↔	-	↔	0
30-May	24,200	↔	-	↔	-	↔	-	↔	0
31-May	24,200	↔	-	↔	-	↔	-	↔	0
1-Jun	24,200	↔	22,748	↔	22,748	↔	11,372	↔	0
2-Jun	24,200	↔	22,748	↔	22,748	↔	11,440	↔	0
3-Jun	24,200	↔	22,748	↔	22,748	↔	11,507	↔	0
4-Jun	24,200	↔	22,748	↔	22,748	↔	11,575	↔	0
5-Jun	24,200	↔	22,748	↔	22,748	↔	11,642	↔	0
6-Jun	24,200	↔	22,748	↔	22,748	↔	11,710	↔	0
7-Jun	24,200	↔	22,748	↔	22,748	↔	11,777	↔	0
8-Jun	24,200	↔	22,748	↔	22,748	↔	11,845	↔	0
9-Jun	24,200	↔	22,748	↔	22,748	↔	11,912	↔	0
10-Jun	24,200	↔	22,748	↔	22,748	↔	11,980	↔	0
11-Jun	24,200	↔	22,748	↔	22,748	↔	12,047	↔	0
12-Jun	24,200	↔	22,748	↔	22,748	↔	12,115	↔	0
13-Jun	24,200	↔	22,748	↔	22,748	↔	12,182	↔	0
14-Jun	24,200	↔	22,748	↔	22,748	↔	12,250	↔	0
15-Jun	24,200	↔	22,748	↔	22,748	↔	12,317	↔	0
16-Jun	24,200	↔	22,748	↔	22,748	↔	12,385	↔	0
17-Jun	24,200	↔	22,748	↔	22,748	↔	12,452	↔	0
18-Jun	24,200	↔	22,748	↔	22,748	↔	12,520	↔	0
19-Jun	24,200	↔	22,748	↔	22,748	↔	12,587	↔	0
20-Jun	24,200	↔	22,748	↔	22,748	↔	12,655	↔	0
21-Jun	24,200	↔	22,748	↔	22,748	↔	12,722	↔	0
22-Jun	24,200	↔	22,748	↔	22,748	↔	12,790	↔	0
23-Jun	24,200	↔	22,748	↔	22,748	↔	12,857	↔	0
24-Jun	24,200	↔	22,748	↔	22,748	↔	12,925	↔	0
25-Jun	24,200	↔	22,748	↔	22,748	↔	12,992	↔	0
26-Jun	24,200	↔	22,748	↔	22,748	↔	13,060	↔	0
27-Jun	24,200	↔	22,748	↔	22,748	↔	13,127	↔	0
28-Jun	24,200	↔	22,748	↔	22,748	↔	13,195	↔	0
29-Jun	24,200	↔	22,748	↔	22,748	↔	13,262	↔	0
30-Jun	24,200	↔	22,748	↔	22,748	↔	13,330	↔	0
1-Jul	24,200	↔	22,748	↔	22,748	↔	13,398	↔	0
2-Jul	24,200	↔	22,748	↔	22,748	↔	13,465	↔	0
3-Jul	24,200	↔	22,748	↔	22,748	↔	13,533	↔	0
4-Jul	24,200	↔	22,748	↔	22,748	↔	13,600	↔	0
5-Jul	24,200	↔	22,748	↔	22,748	↔	13,668	↔	0
6-Jul	24,200	↔	22,748	↔	22,748	↔	13,735	↔	0
7-Jul	24,200	↔	22,748	↔	22,748	↔	13,803	↔	0
8-Jul	24,200	↔	22,748	↔	22,748	↔	13,870	↔	0
9-Jul	24,200	↔	22,748	↔	22,748	↔	13,938	↔	0
10-Jul	24,200	↔	22,748	↔	22,748	↔	14,005	↔	0

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Table 1
Operating Zones Based on Date and Reservoir Storage Volume

DATE	Acre Feet	Zone 1	Acre Feet	Zone 2	Acre Feet	Zone 3	Acre Feet	Zone 4	Acre Feet
11-Jul	24,200	↔	22,748	↔	22,748	↔	14,073	↔	0
12-Jul	24,200	↔	22,748	↔	22,748	↔	14,140	↔	0
13-Jul	24,200	↔	22,748	↔	22,748	↔	14,208	↔	0
14-Jul	24,200	↔	22,748	↔	22,748	↔	14,275	↔	0
15-Jul	24,200	↔	22,748	↔	22,748	↔	14,343	↔	0
16-Jul	24,200	↔	22,748	↔	22,748	↔	14,410	↔	0
17-Jul	24,200	↔	22,748	↔	22,748	↔	14,478	↔	0
18-Jul	24,200	↔	22,748	↔	22,748	↔	14,545	↔	0
19-Jul	24,200	↔	22,748	↔	22,748	↔	14,613	↔	0
20-Jul	24,200	↔	22,748	↔	22,748	↔	14,680	↔	0
21-Jul	24,200	↔	22,748	↔	22,463	↔	14,748	↔	0
22-Jul	24,200	↔	22,748	↔	22,178	↔	14,815	↔	0
23-Jul	24,200	↔	22,748	↔	21,893	↔	14,883	↔	0
24-Jul	24,200	↔	22,748	↔	21,608	↔	14,950	↔	0
25-Jul	24,200	↔	22,748	↔	21,323	↔	15,018	↔	0
26-Jul	24,200	↔	22,748	↔	21,038	↔	15,085	↔	0
27-Jul	24,200	↔	22,748	↔	20,753	↔	15,153	↔	0
28-Jul	24,200	↔	22,748	↔	20,468	↔	15,220	↔	0
29-Jul	24,200	↔	22,748	↔	20,183	↔	15,288	↔	0
30-Jul	24,200	↔	22,748	↔	19,898	↔	15,355	↔	0
31-Jul	24,200	↔	22,748	↔	19,613	↔	15,423	↔	0
1-Aug	24,200	↔	22,748	↔	19,457	↔	15,490	↔	0
2-Aug	24,012	↔	22,748	↔	19,301	↔	15,370	↔	0
3-Aug	23,824	↔	22,748	↔	19,145	↔	15,250	↔	0
4-Aug	23,636	↔	22,567	↔	18,989	↔	15,129	↔	0
5-Aug	23,448	↔	22,386	↔	18,833	↔	15,009	↔	0
6-Aug	23,260	↔	22,205	↔	18,677	↔	14,888	↔	0
7-Aug	23,072	↔	22,024	↔	18,521	↔	14,768	↔	0
8-Aug	22,884	↔	21,843	↔	18,365	↔	14,647	↔	0
9-Aug	22,696	↔	21,662	↔	18,209	↔	14,527	↔	0
10-Aug	22,508	↔	21,481	↔	18,053	↔	14,406	↔	0
11-Aug	22,320	↔	21,300	↔	17,897	↔	14,286	↔	0
12-Aug	22,132	↔	21,119	↔	17,741	↔	14,165	↔	0
13-Aug	21,944	↔	20,938	↔	17,585	↔	14,045	↔	0
14-Aug	21,756	↔	20,757	↔	17,429	↔	13,924	↔	0
15-Aug	21,568	↔	20,576	↔	17,273	↔	13,804	↔	0
16-Aug	21,380	↔	20,395	↔	17,117	↔	13,683	↔	0
17-Aug	21,192	↔	20,214	↔	16,961	↔	13,563	↔	0
18-Aug	21,004	↔	20,033	↔	16,805	↔	13,442	↔	0
19-Aug	20,816	↔	19,852	↔	16,649	↔	13,322	↔	0
20-Aug	20,628	↔	19,671	↔	16,493	↔	13,201	↔	0
21-Aug	20,440	↔	19,490	↔	16,337	↔	13,081	↔	0
22-Aug	20,252	↔	19,309	↔	16,181	↔	12,960	↔	0
23-Aug	20,064	↔	19,128	↔	16,025	↔	12,840	↔	0
24-Aug	19,876	↔	18,947	↔	15,869	↔	12,719	↔	0
25-Aug	19,688	↔	18,766	↔	15,713	↔	12,599	↔	0
26-Aug	19,500	↔	18,585	↔	15,557	↔	12,478	↔	0
27-Aug	19,312	↔	18,404	↔	15,401	↔	12,358	↔	0
28-Aug	19,124	↔	18,223	↔	15,245	↔	12,237	↔	0
29-Aug	18,936	↔	18,042	↔	15,089	↔	12,117	↔	0
30-Aug	18,748	↔	17,861	↔	14,933	↔	11,996	↔	0

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Table 1
Operating Zones Based on Date and Reservoir Storage Volume

DATE	Acre Feet	Zone 1	Acre Feet	Zone 2	Acre Feet	Zone 3	Acre Feet	Zone 4	Acre Feet
31-Aug	18,560	↔	17,680	↔	14,777	↔	11,876	↔	0
1-Sep	18,372	↔	17,499	↔	14,621	↔	11,755	↔	0
2-Sep	18,184	↔	17,318	↔	14,465	↔	11,635	↔	0
3-Sep	17,996	↔	17,137	↔	14,309	↔	11,515	↔	0
4-Sep	17,808	↔	16,956	↔	14,153	↔	11,394	↔	0
5-Sep	17,620	↔	16,775	↔	13,997	↔	11,274	↔	0
6-Sep	17,432	↔	16,594	↔	13,841	↔	11,153	↔	0
7-Sep	17,244	↔	16,413	↔	13,685	↔	11,033	↔	0
8-Sep	17,056	↔	16,232	↔	13,529	↔	10,912	↔	0
9-Sep	16,868	↔	16,051	↔	13,373	↔	10,792	↔	0
10-Sep	16,680	↔	15,870	↔	13,217	↔	10,671	↔	0
11-Sep	16,492	↔	15,689	↔	13,061	↔	10,551	↔	0
12-Sep	16,304	↔	15,508	↔	12,905	↔	10,430	↔	0
13-Sep	16,116	↔	15,327	↔	12,749	↔	10,310	↔	0
14-Sep	15,928	↔	15,146	↔	12,593	↔	10,189	↔	0
15-Sep	15,740	↔	14,965	↔	12,437	↔	10,069	↔	0
16-Sep	15,552	↔	14,784	↔	12,281	↔	9,948	↔	0
17-Sep	15,364	↔	14,603	↔	12,125	↔	9,828	↔	0
18-Sep	15,176	↔	14,422	↔	11,969	↔	9,707	↔	0
19-Sep	14,988	↔	14,241	↔	11,813	↔	9,587	↔	0
20-Sep	14,800	↔	14,060	↔	11,657	↔	9,466	↔	0
21-Sep	14,612	↔	13,879	↔	11,501	↔	9,346	↔	0
22-Sep	14,424	↔	13,698	↔	11,345	↔	9,225	↔	0
23-Sep	14,236	↔	13,517	↔	11,189	↔	9,105	↔	0
24-Sep	14,048	↔	13,336	↔	11,033	↔	8,984	↔	0
25-Sep	13,860	↔	13,155	↔	10,877	↔	8,864	↔	0
26-Sep	13,672	↔	12,974	↔	10,721	↔	8,743	↔	0
27-Sep	13,484	↔	12,793	↔	10,565	↔	8,623	↔	0
28-Sep	13,296	↔	12,612	↔	10,409	↔	8,502	↔	0
29-Sep	13,108	↔	12,431	↔	10,253	↔	8,382	↔	0
30-Sep	12,920	↔	12,250	↔	10,097	↔	8,261	↔	0
1-Oct	12,732	↔	12,069	↔	9,941	↔	8,141	↔	0
2-Oct	12,544	↔	11,888	↔	9,785	↔	8,020	↔	0
3-Oct	12,356	↔	11,707	↔	9,629	↔	7,900	↔	0
4-Oct	12,168	↔	11,526	↔	9,473	↔	7,779	↔	0
5-Oct	11,980	↔	11,345	↔	9,317	↔	7,659	↔	0
6-Oct	11,792	↔	11,164	↔	9,161	↔	7,539	↔	0
7-Oct	11,604	↔	10,983	↔	9,005	↔	7,418	↔	0
8-Oct	11,416	↔	10,802	↔	8,849	↔	7,298	↔	0
9-Oct	11,228	↔	10,621	↔	8,693	↔	7,177	↔	0
10-Oct	11,040	↔	10,440	↔	8,537	↔	7,057	↔	0
11-Oct	10,852	↔	10,259	↔	8,381	↔	6,936	↔	0
12-Oct	10,664	↔	10,078	↔	8,225	↔	6,816	↔	0
13-Oct	10,476	↔	9,897	↔	8,069	↔	6,695	↔	0
14-Oct	10,288	↔	9,716	↔	7,913	↔	6,575	↔	0
15-Oct	10,100	↔	9,535	↔	7,757	↔	6,454	↔	0
16-Oct	9,912	↔	9,354	↔	7,601	↔	6,334	↔	0
17-Oct	9,724	↔	9,173	↔	7,445	↔	6,213	↔	0
18-Oct	9,536	↔	8,992	↔	7,289	↔	6,093	↔	0
19-Oct	9,348	↔	8,811	↔	7,133	↔	5,972	↔	0
20-Oct	9,160	↔	8,630	↔	6,977	↔	5,852	↔	0

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Table 1
Operating Zones Based on Date and Reservoir Storage Volume

DATE	Acre Feet	Zone 1	Acre Feet	Zone 2	Acre Feet	Zone 3	Acre Feet	Zone 4	Acre Feet
21-Oct	8,972	↔	8,449	↔	6,821	↔	5,731	↔	0
22-Oct	8,784	↔	8,268	↔	6,665	↔	5,611	↔	0
23-Oct	8,596	↔	8,087	↔	6,509	↔	5,490	↔	0
24-Oct	8,408	↔	7,906	↔	6,353	↔	5,370	↔	0
25-Oct	8,220	↔	7,725	↔	6,197	↔	5,249	↔	0
26-Oct	8,032	↔	7,544	↔	6,041	↔	5,129	↔	0
27-Oct	7,844	↔	7,363	↔	5,885	↔	5,008	↔	0
28-Oct	7,656	↔	7,182	↔	5,729	↔	4,888	↔	0
29-Oct	7,468	↔	7,001	↔	5,573	↔	4,767	↔	0
30-Oct	7,280	↔	6,820	↔	5,417	↔	4,647	↔	0
31-Oct	7,092	↔	6,639	↔	5,261	↔	4,526	↔	0
1-Nov	6,904	↔	6,458	↔	5,100	↔	4,406	↔	0
2-Nov	6,716	↔	6,277	↔	4,955	↔	4,285	↔	0
3-Nov	6,528	↔	6,096	↔	4,810	↔	4,165	↔	0
4-Nov	6,340	↔	5,915	↔	4,665	↔	4,044	↔	0
5-Nov	6,152	↔	5,734	↔	4,520	↔	3,924	↔	0
6-Nov	5,964	↔	5,553	↔	4,375	↔	3,804	↔	0
7-Nov	5,776	↔	5,372	↔	4,230	↔	3,683	↔	0
8-Nov	5,588	↔	5,191	↔	4,085	↔	3,563	↔	0
9-Nov	5,400	↔	5,010	↔	3,940	↔	3,442	↔	0
10-Nov	5,212	↔	4,829	↔	3,795	↔	3,322	↔	0
11-Nov	5,024	↔	4,648	↔	3,650	↔	3,201	↔	0
12-Nov	4,836	↔	4,467	↔	3,505	↔	3,081	↔	0
13-Nov	4,648	↔	4,286	↔	3,360	↔	2,960	↔	0
14-Nov	4,460	↔	4,105	↔	3,215	↔	2,840	↔	0
15-Nov	4,272	↔	3,924	↔	3,070	↔	2,719	↔	0
16-Nov	4,084	↔	3,743	↔	2,925	↔	2,599	↔	0
17-Nov	3,896	↔	3,562	↔	2,780	↔	2,478	↔	0
18-Nov	3,708	↔	3,381	↔	2,635	↔	2,358	↔	0
19-Nov	3,520	↔	3,200	↔	2,490	↔	2,237	↔	0
20-Nov	3,332	↔	3,019	↔	2,345	↔	2,117	↔	0
21-Nov	3,144	↔	2,838	↔	2,200	↔	1,996	↔	0
22-Nov	2,956	↔	2,657	↔	2,055	↔	1,876	↔	0
23-Nov	2,768	↔	2,476	↔	1,910	↔	1,755	↔	0
24-Nov	2,580	↔	2,295	↔	1,765	↔	1,635	↔	0
25-Nov	2,392	↔	2,114	↔	1,620	↔	1,514	↔	0
26-Nov	2,204	↔	1,933	↔	1,475	↔	1,394	↔	0
27-Nov	2,016	↔	1,752	↔	1,330	↔	1,273	↔	0
28-Nov	1,828	↔	1,571	↔	1,185	↔	1,153	↔	0
29-Nov	1,640	↔	1,390	↔	1,040	↔	1,032	↔	0
30-Nov	1,452	↔	1,209	↔	895	↔	912	↔	0
1-Dec	1,264	↔	1,028	↔	750	↔	791	↔	0
2-Dec	1,076	↔	847	↔	605	↔	671	↔	0
3-Dec	888	↔	666	↔	460	↔	550	↔	0
4-Dec	700	↔	485	↔	315	↔	430	↔	0
5-Dec	512	↔	304	↔	170	↔	309	↔	0
6-Dec	324	↔	123	↔	25	↔	189	↔	0
7-Dec	136	↔	-	↔	-	↔	68	↔	0
8-Dec	-	↔	-	↔	-	↔	-	↔	

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Printed: 8/2/95

TACOMA CITY WATER
UPPER GREEN RIVER WATERSHED
OWNERSHIP
July, 1995

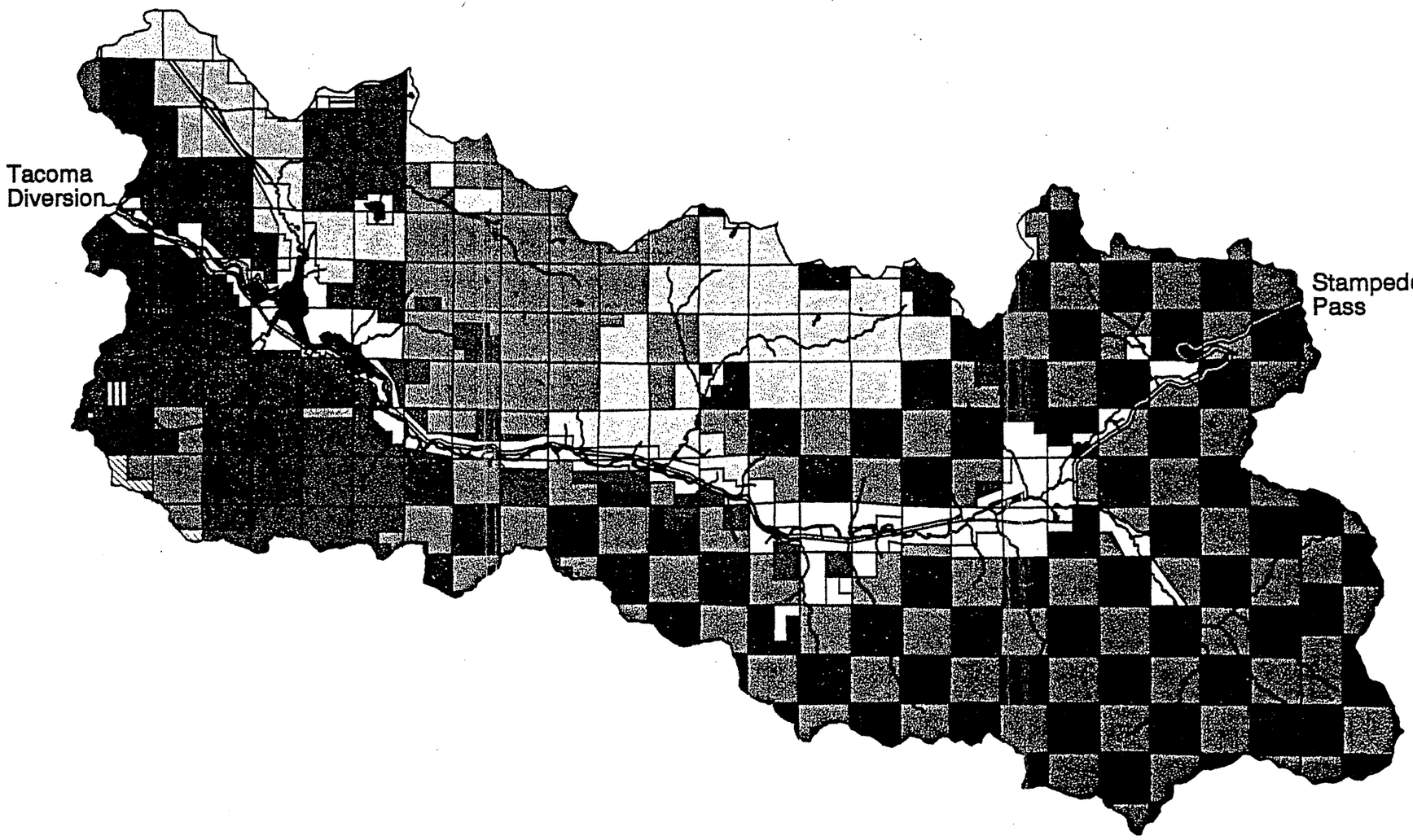
N

LEGEND

Water Body
- Reservoir
- Swamp
- Lake

Hydrography
- Stream

Owner
- Army Corps of Engineers
- Burlington Northern Railroad
- Champion International Corp
- CITIFOR
- State DNR
- King County
- MCMC
- METRO
- OTHER
- Plum Creek Timber Co.
- State Aeronautics Div.
- Seattle Water Div.
- Small Private
- Tacoma Water Div.
- U S Forest Service
- Weyerhaeuser Co.



WATERSHED OWNERSHIP

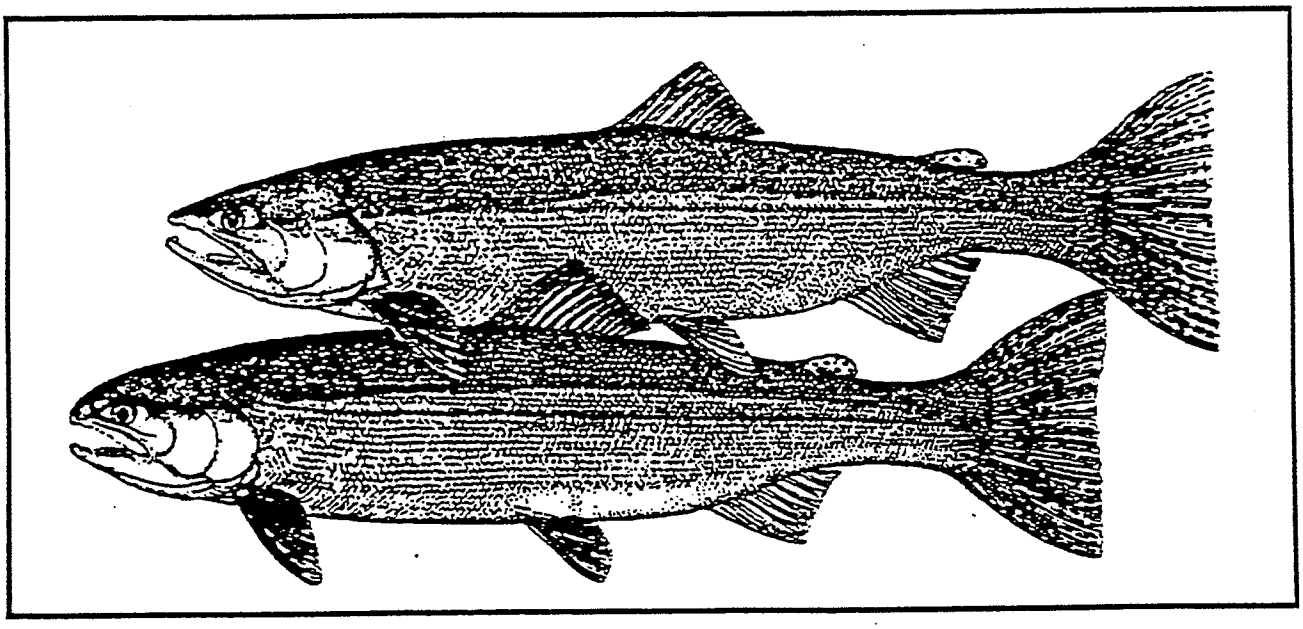
Owner	Acres	Percent
ACE	406.81	0.3
BNR	1386.87	0.9
CIC	4460.81	3.0
CTFR	12018.74	8.2
DNR	15791.32	10.7
KING	8.78	0.0
MCMC	145.82	0.1
METRO	280.16	0.2
OTHER	80.19	0.1
PCTC	50743.04	34.5
SAD	33.25	0.0
SWD	2588.49	1.8
TPOW	13461.06	9.1
USFS	35596.60	24.2
WCO	10292.79	7.0
Total	147294.73	100.0

FISHPRO

Engineers and Environmental Consultants

A TRIBAL FISH RESTORATION FACILITY ON THE UPPER GREEN RIVER

The Muckleshoot Tribe
and
Tacoma Public Utilities



August 7, 1995

Upper Green River Restoration Fish Culture Facility

Summary of Design Criteria Based on $8,500,000 Capital/Construction Budget

Rearing Program

350,000 steelhead
500,000 chinook
500,000 coho

Assumptions associated with this design scenario include:

1. Groundwater for incubation
2. Evaluation Center 5,500 ft^2 and will provide:
   a. reception area
   b. restroom
   c. office/conference room
   d. laboratory
   e. crew room and locker room
3. Free-standing freezer for diet storage - 500 ft^2
4. No river barrier. Weir, ladder and trap included. Minimum construction in floodway at rearing facility.
5. Construct one new duplex. Pre-manufactured homes may be less expensive than a designed stick built spec. structure. Retain and refurbish farmhouse as residence. Use outbuilding already on-site as shop/storage building.
6. Site work cost estimate reflects balance in cut/fill.
7. Aeration headtank upgraded to condition groundwater.
8. It is assumed there is sufficient incubation water supply.
9. Raceways to be in-ground concrete.
10. Adult holding includes provisions for :

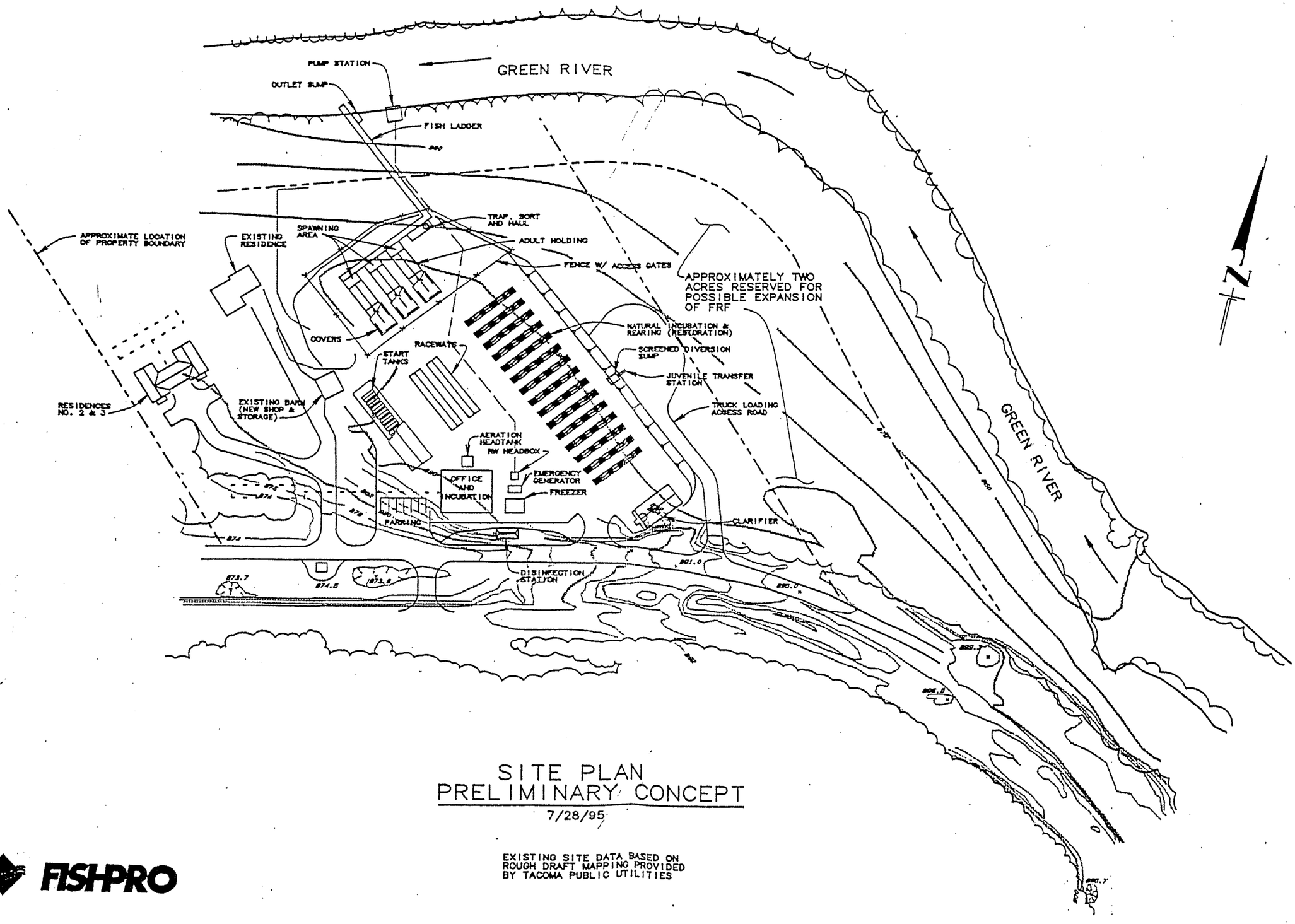
a.	Steelhead	150 males, 150 females	2.5 ft^3/fish
b.	Chinook	200 males, 200 females	8 ft^3/fish
c.	Coho	220 males, 220 females	4 ft^3/fish

11. Automatic feeding system with computer control is included in plan.
12. The shop would be relocated from the operations and evaluation center to an insulated portion of the upgraded existing barn building.

13. If the water supply is not pumped, generation for emergency power can be reduced.
14. Separate well water stabilization with a fiberglass headtank would cut some costs from the main supply, should sufficient head be available from the gravity feed line - no headtank would be required.
15. Eliminate all paving except between smaller raceway units.
16. Central alarm, monitoring and controls could be basic, but fiber optic is recommended as cost of any loss from lightning would significantly offset the small, if any, cost difference.
17. A portable "vacuum" cleaning system to a centralized drain to the clarifier is recommended in lieu of a central control/pump system. This will retain flexibility and lessen site utility cost.

Opinion of Probable Cost

1.	Sitework Grading, cut/fill (assume balance), trenching	275,000	
2.	Utilities	300,000	
3.	Residences	170,000	
4.	Existing Residence Upgrade	30,000	
5.	Incubation & Evaluation Center (5,500 sq.ft.)	550,000	
6.	Freezer (500 sq.ft.)	50,000	
7.	Adult Holding (3 doubles)	540,000	
8.	Adult Holding Improvements	70,000	
9.	Natural Incubation/Rearing (15 doubles 3'x50')	1,000,000	
10.	River Ladder, Trap and Haul	380,000	
11.	Start Tank Shelter (4,050 sq.ft., includes foundations, floor, roof, plumbing & electrical)	170,000	
12.	Aeration Headtank	125,000	
13.	Start Tanks (22 at 3'x3'x18')	99,000	
14.	Standby Power and Building	150,000	
15.	8'x80' Raceway Pair (2)	330,000	
16.	Upgrade Farm Buildings (shop/storage)	20,000	
17.	Truck Disinfection Station	16,000	
18.	Clarifier	215,000	
19.	Outlet Sump	15,000	
20.	Exterior Piping	950,000	
21.	Instrumentation and Control	150,000	
22.	Fish Rearing Equipment Vertical Trays, 48 ea. $38,400 Iso buckets, 304 ea. $7,600 Formalin System, $40,000	86,000	
	Subtotal		5,691,000
	Contingency (15%)	853,650	
	Subtotal		6,544,650
	Construction Engineering and Permitting (10%)	654,465	
	Construction Management (5%)	327,233	
	Subtotal		7,526,348
23.	EIS	275,000	
24.	Land Use Permitting	80,000	
25.	Capital Equipment	418,652	
26.	Release Site Developments	200,000	
	Subtotal		973,652
	Total		8,500,000

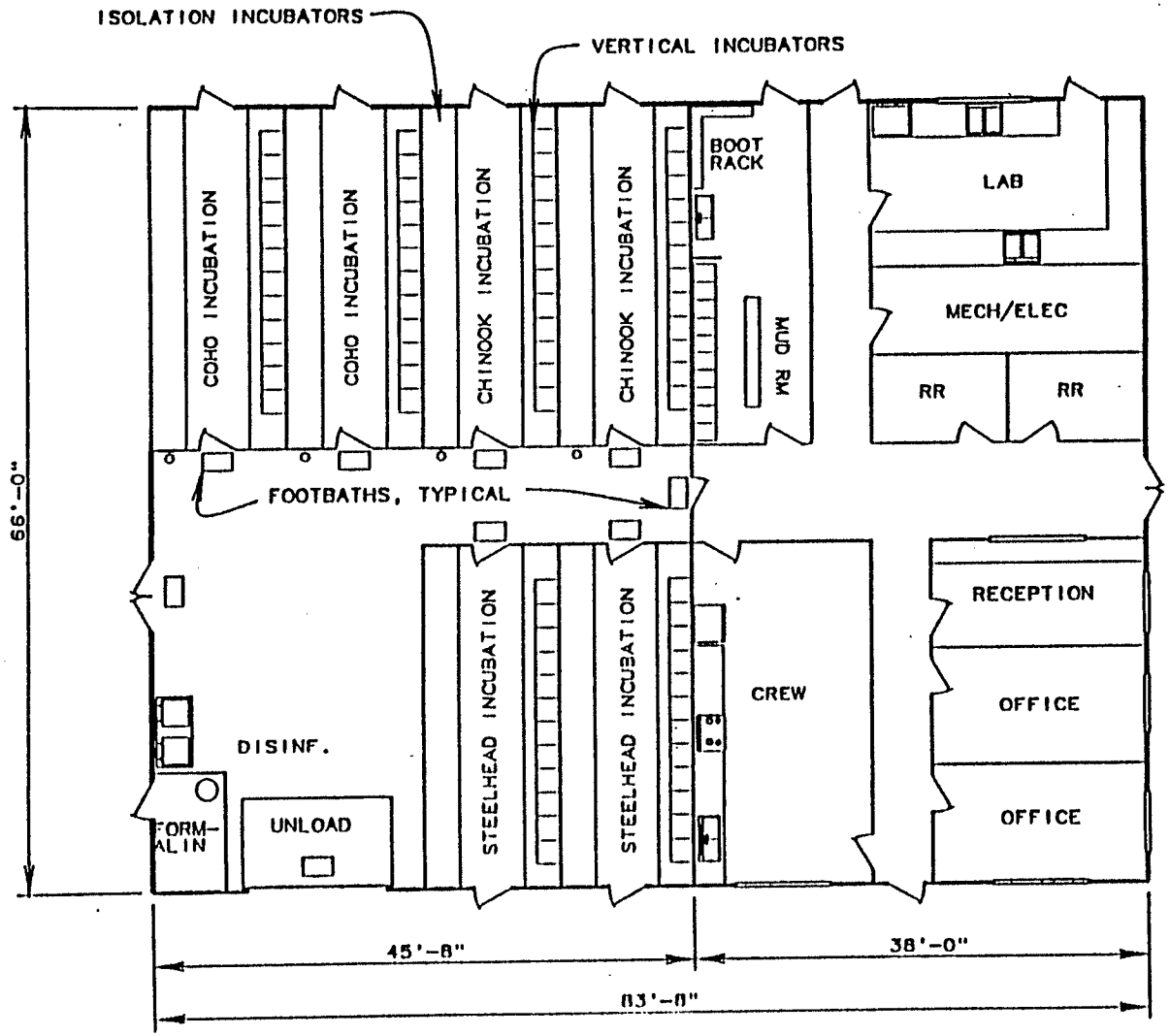


SITE PLAN
PRELIMINARY CONCEPT

7/28/95

EXISTING SITE DATA BASED ON ROUGH DRAFT MAPPING PROVIDED BY TACOMA PUBLIC UTILITIES

FISHPRO



EVALUATION CENTER
HATCHERY BUILDING SCHEMATIC

SCALE: 1/16" = 1'-0"

FISHPRO

7/28/95

EXHIBIT C, page 6 of 9

Green River Restoration
Summary Adult Holding, Incubation and Rearing Requirements
8/3/95

Species	Adult Holding Total Ft3 / Species	Group Description Rearing Criteria	Release No.	Iso buckets	Vertical Stack Incubators (No. Stacks)	Raceway Size	No. of Raceways (Peak)
Steelhead	1200	0.2 lbs / ft3	280,000	48	2	50' x 3' x 2.6'	19
Steelhead	300	>1 lbs / ft3	70,000	12	10	80' x 8' x 3'	1
Chinook	5120	0.2 lbs / ft3	400,000	126	4	50' x 3' x 2.6'	14
Chinook	1280	>1 lbs / ft3	100,000	32	14	80' x 8' x 3'	1
Coho	2800	0.2 lbs / ft3	400,000	76	4	50' x 3' x 2.6'	14
Coho	720	>1 lbs / ft3	100,000	10	14	80' x 8' x 3'	1
TOTALS				**304**	**48**		

Total Functional Rearing Units

8' x 80' x 3'	**3**
50' x 3' x 2.6'	**30**

TACOMA PUBLIC UTILITIES GREEN RIVER PROJECT
ESTIMATED HATCHERY CAPITAL EQUIPMENT REQUIREMENTS

AREA or ITEM		ESTIMATED COST
I. Production Capacities		
II. Water Supply Issues		
A. Monitoring equipment		$5,000
B. De-gassing equipment		$0
C. Other		$2,000
	Subtotal	$7,000
III. Power Issues		
(In site costs)		
	Subtotal	$0
IV. Fuel Issues		
(In site costs)		
	Subtotal	$0
V. Staffing		
	Subtotal	$0
VI. Housing		
	Subtotal	$0
VII. Lab / Office		
A. Computers		$6,000
B. Printers		$0
C. Furniture		$4,000
D. Lab equipment		$25,000
	Subtotal	$35,000
VIII. Storage Issues		
A. Shelves / storage units		$5,000
	Subtotal	$5,000
IX. Shop Issues		
A. Major tools		$8,000
	Subtotal	$8,000
X. Communications		
	Subtotal	$0
XI. Docking / Rearing Pens		
	Subtotal	$0
XII. Maintenance / Unclassified		
A. Tractor forklift		$15,000
B. Vehicles		$48,356
	Subtotal	$63,356
XIII. Brood Collection and Holding		
A. Transport equipment		$7,000
B. Pumps		$0

C. Crowders / dividers		$5,000
D. Other		$3,000
E. Tag detection		$12,000
	Subtotal	$27,000
XIV. Eggtake Issues		
A. Racks		$1,000
B. Egg room misc. equipment		$0
	Subtotal	$1,000
XV. Incubation Issues		
A. Incubators (in site cost)		$0
B. Egg sorters		$3,000
C. Scales		$3,000
D. Treatment system		$3,000
E. Other		$0
	Subtotal	$9,000
XVI. Rearing / Release		
A. Feeding equipment		$137,500
B. RW cleaning equipment		$4,000
C. Boat / trailer		$0
D. Counters		$0
E. Scales		$1,000
	Subtotal	$142,500
XVII. Marking / Tagging		
		$13,000
	Subtotal	$13,000
XVIII. Fry Transfer		
A. Transport truck / tanks		$50,000
B. Pumps / hose		$6,000
C. Other		$2,000
	Subtotal	$58,000
XIX. Safety Issues		
	Subtotal	$0
XX. Environmental Issues		
	Subtotal	$0
XXI. Other		
	Subtotal	$0
TOTAL		$368,856
Contingency 13.5%		$49,796
GRAND TOTAL		$418,652

HEADWORKS FISHERIES PARCEL DESCRIPTION

PARCEL A:

That portion of the Easterly 1243.00 feet, as measured along the Northerly line of the Northern Pacific Railroad Company Right-of-Way, of the West Half (W½) of the Northeast Quarter (NE¼) Section 13, Township 21 North, Range 7 East, W.M., in King County, Washington, lying Northerly of said right-of-way and lying Southerly of the North line of the Green River.

EXCEPT the East 100.00 feet thereof.

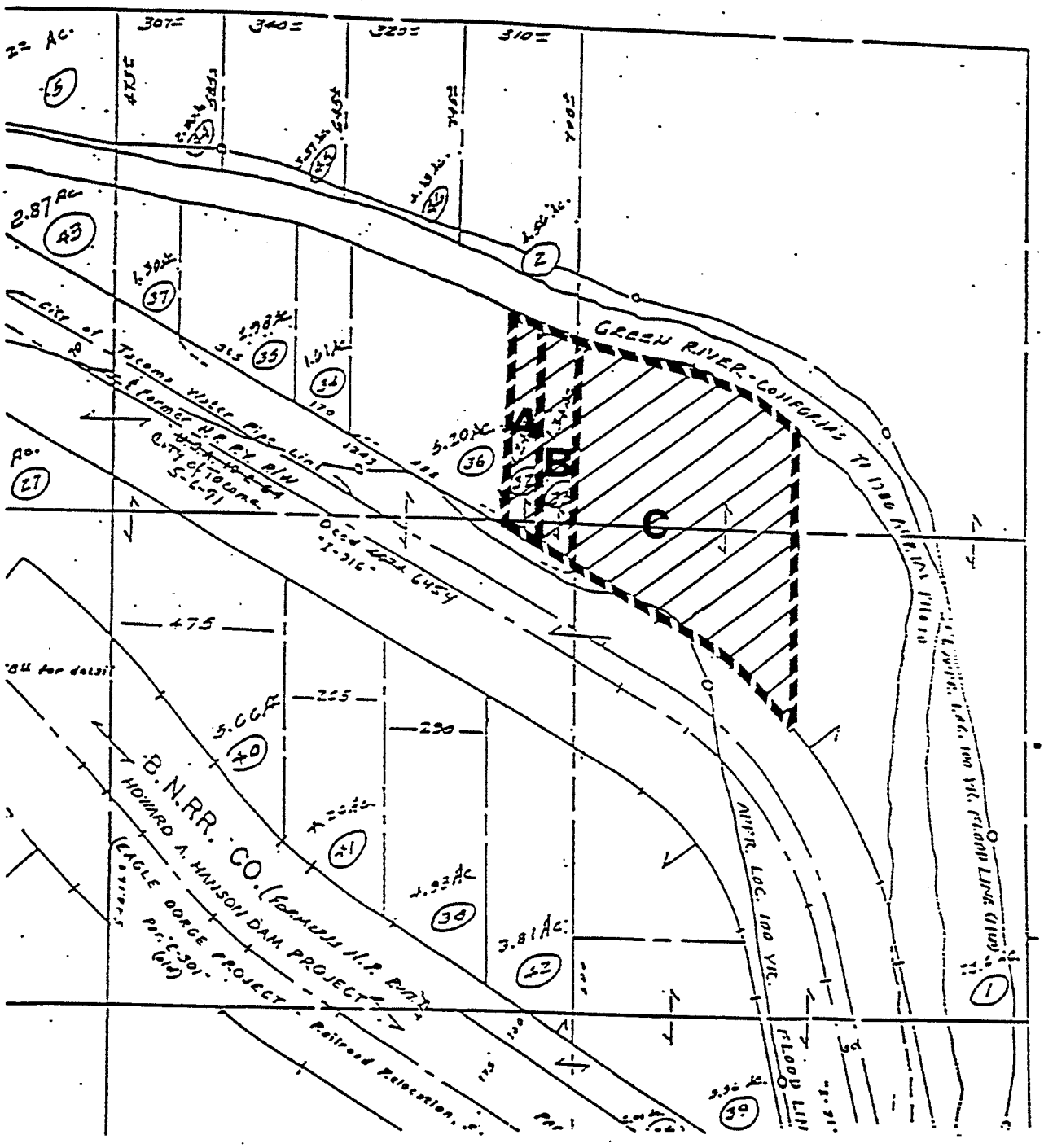
AND EXCEPT the Westerly 1023.00 feet thereof, as measured along the Northerly line of said right-of-way.

PARCEL B:

The East 100.00 feet of the following described tract:
That portion of the West Half (W½) of the Northeast Quarter (NE¼) of Section 13, Township 21 North, Range 7 East, W.M., in King County, Washington, lying Northerly of the Northern Pacific Railroad Company Right-of-Way, and lying Southerly of the North line of the Green River.

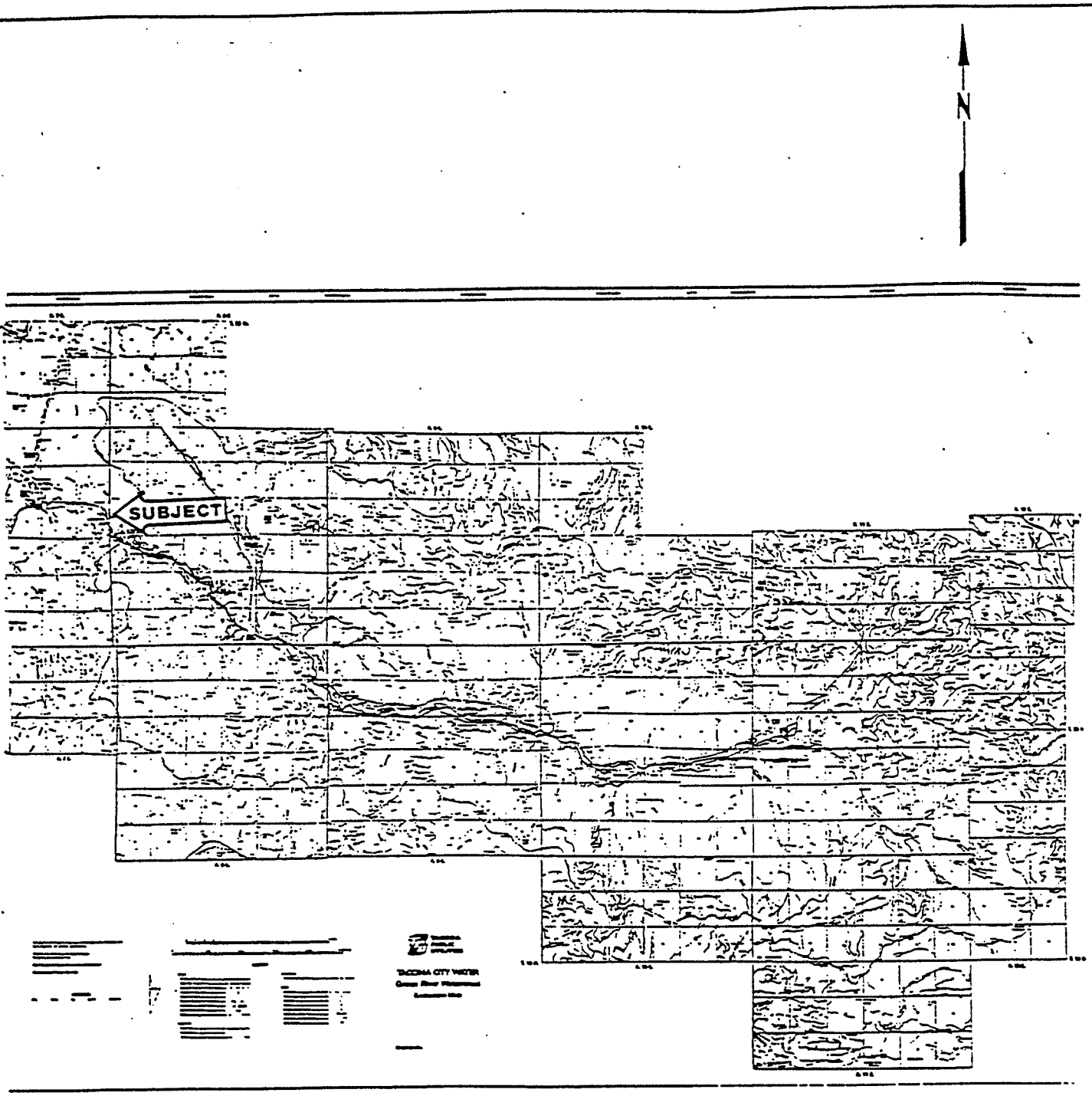
PARCEL C:

The West 600.00 feet of the East Half (E½) of the Northeast Quarter (NE¼) of Section 13, Township 21 North, Range 7 East, W.M., King County, Washington, lying South of the Green River and North of the abandoned 400.00 foot charter right-of-way of the Northern Pacific Railroad Company as conveyed to the City of Tacoma under King County Auditor File No. 9107191368. Dimensions are approximate. Survey to verify actual dimensions and description.



CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - REAL ESTATE MANAGEMENT

Date 08/07/95 Carol A. Bellinger Acting Real Estate Management Supervisor	SITE MAP GREEN RIVER WATERSHED HEADWORKS FISHERIES PARCEL SEC13-T21N-R7E KING COUNTY	Scale N T S Project No. 95-157CJK



CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - REAL ESTATE MANAGEMENT

Date 07/28/95	AREA MAP GREEN RIVER WATERSHED HEADWORKS FISHERIES PARCEL NE¼ OF SECTION-T20N-R7E, W. M. KING COUNTY	Scale 1"=400'
		Project No. 95-157 CJK

rol A. Bellinger
al Estate Management Supervisor

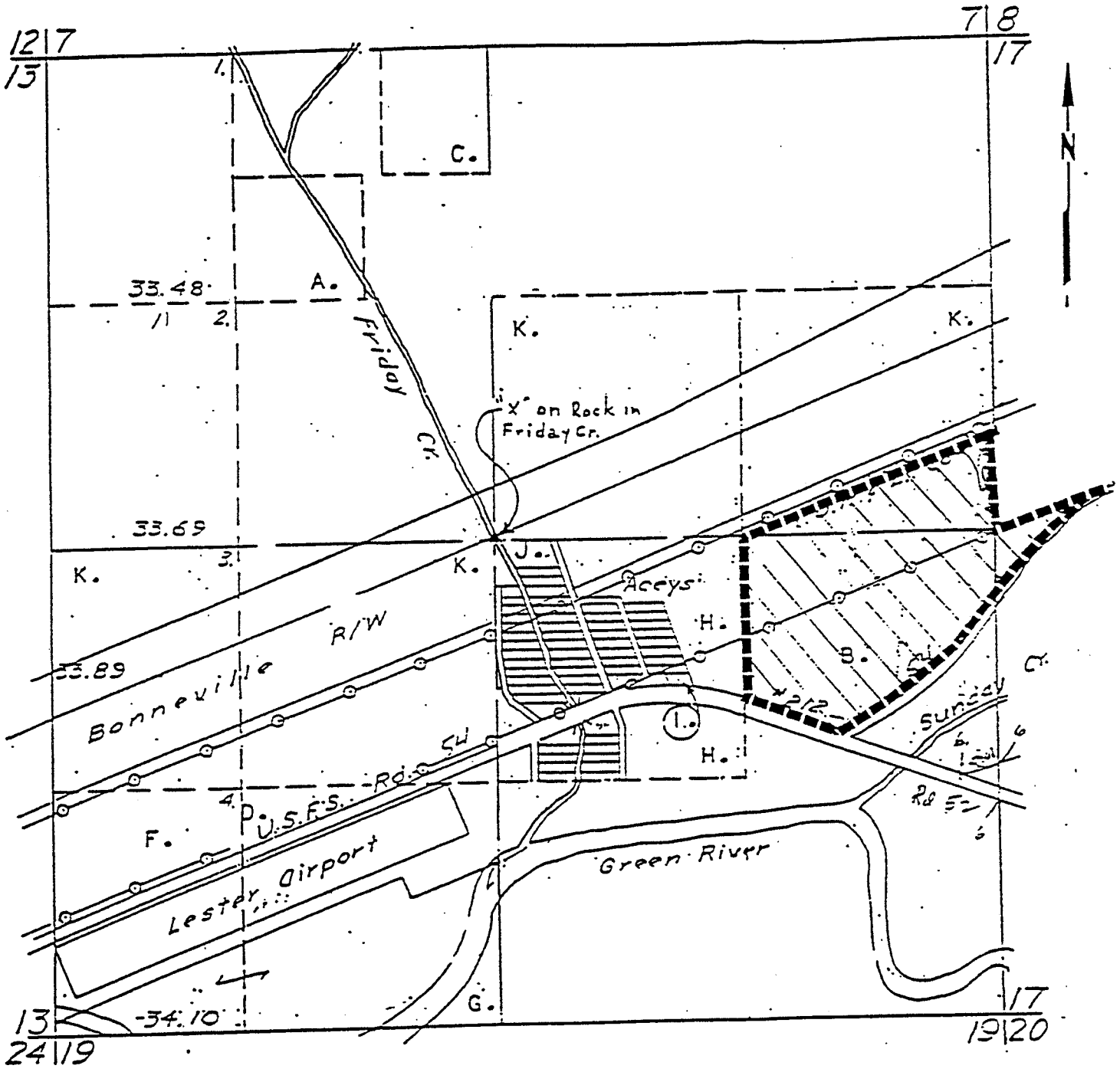
FRIDAY CREEK PARCEL
40 ACRES

The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 18, Township 20 North, Range 11 East, W. M., King County, Washington, lying South of the Puget Sound Power and Light Company Transmission Line Right-of-Way, and;

The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4)of Section 18, Township 20 North, Range 11 East, W. M., King County, Washington, lying North and West of United States Forest Service Road No. 223 (also known as Road 54).

ALSO the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 17, Township 20 North, Range 11 East, W. M., King County, Washington, lying South of the Puget Sound Power and Light Company Transmission Line and West of United States Forest Service Road (also known as Road 54); and;

The Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 20 North, Range 11 East, W. M., King County, Washington, lying North and West of United States Forest Service Road 223 (also known as Road 54).



CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - REAL ESTATE MANAGEMENT

Date 07/24/95

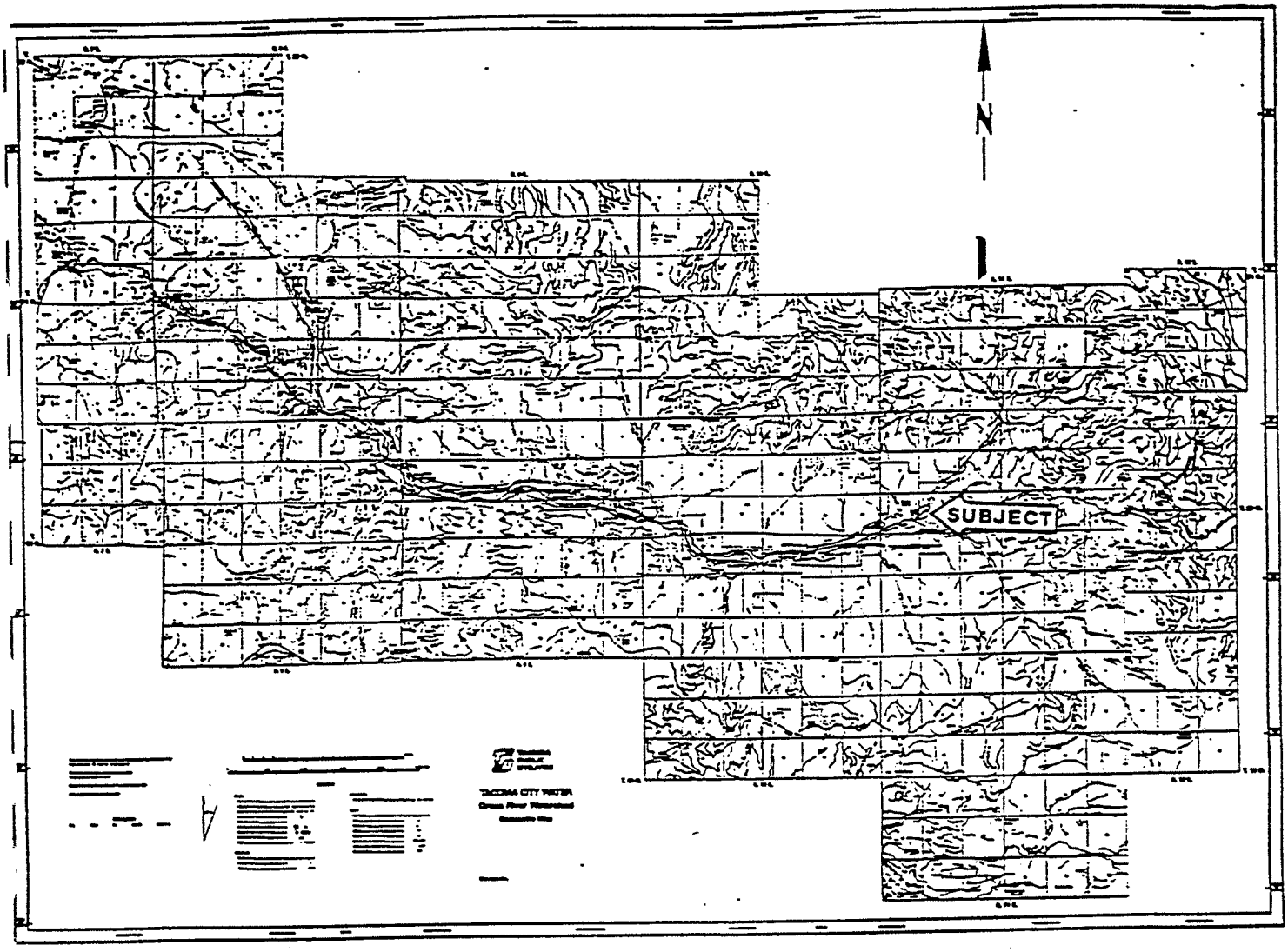
SITE MAP

GREEN RIVER WATERSHED
FRIDAY CREEK 40 ACRE PARCEL
SECTION 18-T20N-R11E, W. M.
KING COUNTY

Scale
NTS

Project No.
95-156CJK

Carol. A. Bellinger
Real Estate Management Supervisor



CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - REAL ESTATE MANAGEMENT

Date 07/24/95

AREA MAP

GREEN RIVER WATERSHED
FRIDAY CREEK 40 ACRE PARCEL
SECTION 18-T20N-R11E, W. M.
KING COUNTY

Scale
NTS

Project No.
95-156CJK

Carol. A. Bellinger
Real Estate Management Supervisor

LAKE KAPOWSIN ISLAND

Parcel 051706 400 0

Government Lot 12, located in the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section 6, Township 17 North, Range 5 East, W.M. and in the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 5,Township 17 North, Range 5 East, W.M., containing approximately 12 acres.

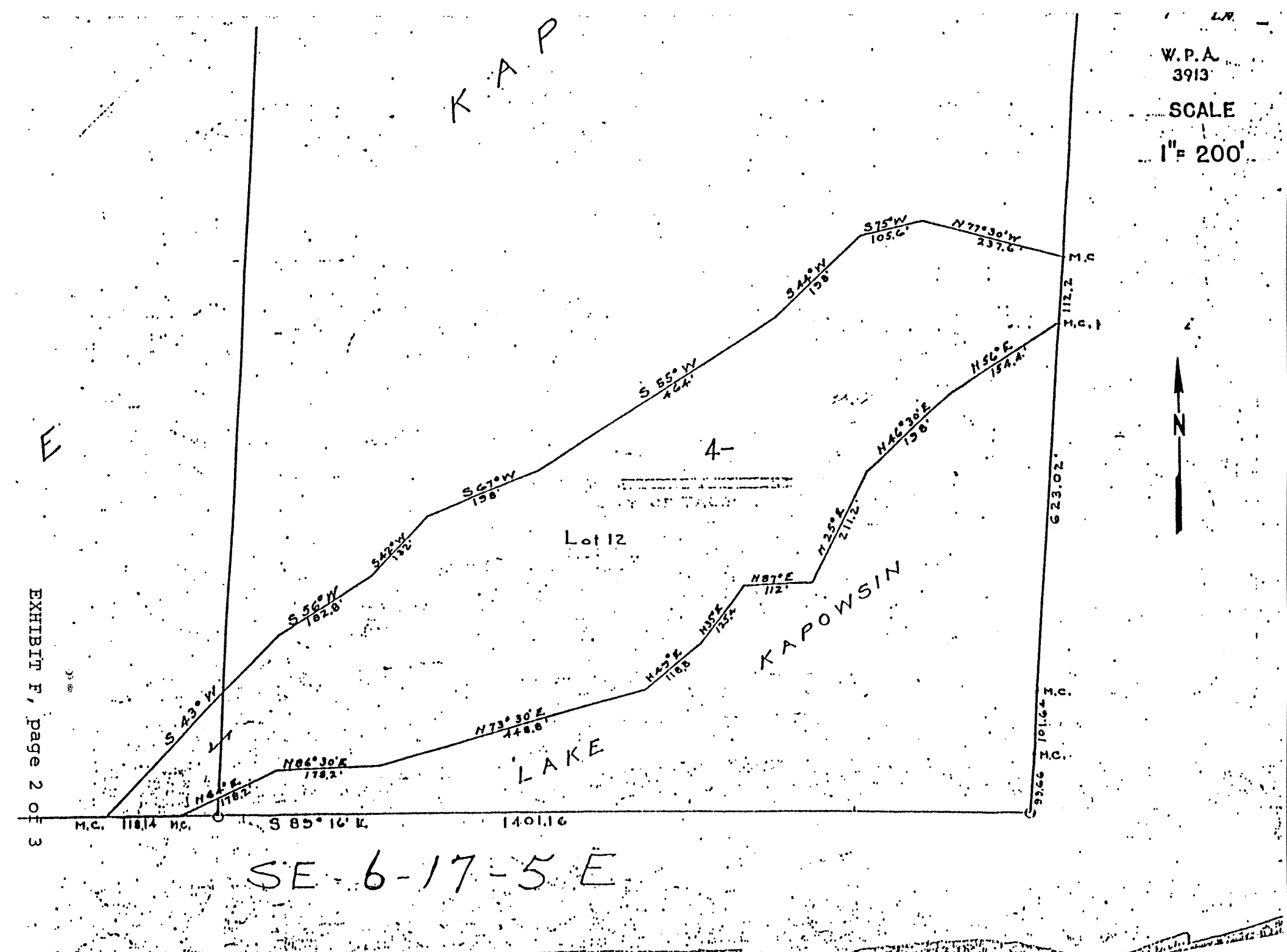
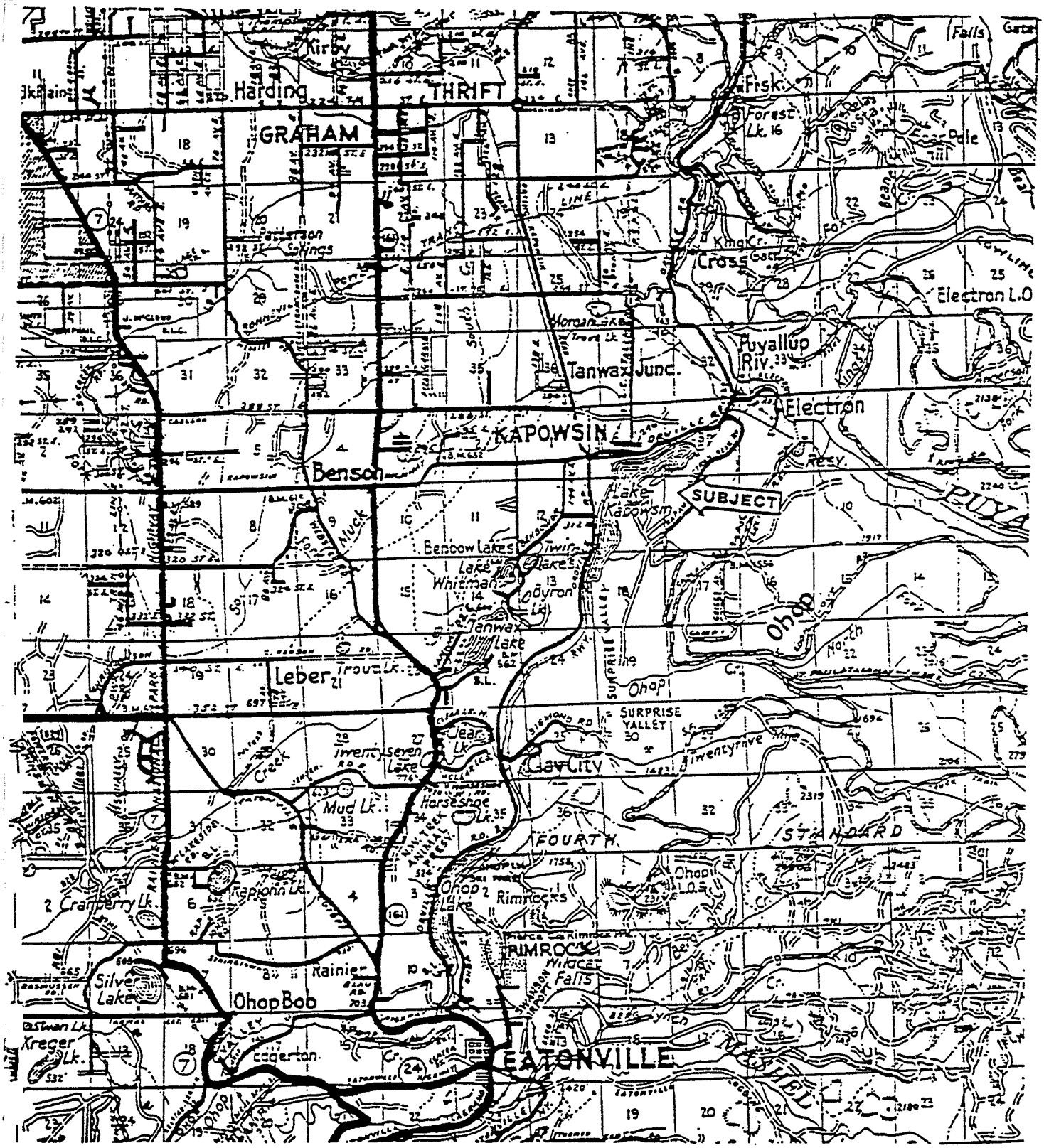


EXHIBIT F, page 2 of 3

SE-6-17-5E



CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - REAL ESTATE MANAGEMENT

Date 07/20/95	AREA MAP LAKE KAPOWSIN	Scale NTS Project No. 95-156CJK

rol A. Bellinger
al Estate Management Supervisor

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Parcel 051706 300 2

Beginning at the Northeast corner of Block 15, Kapowsin; thence South a distance of 120.00 feet; thence East a distance of 200.00 feet; thence North a distance of 120.00 feet; thence West a distance of 200.00 feet to Beginning; LESS the East 39.00 feet of the West 80.00 feet; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

Parcel 051706 300 3

Beginning 113.25 feet South of the Northwest Corner of Tract A of Kapowsin; thence South, a distance of 100.00 feet; thence West, a distance of 195.00 feet; thence North, a distance of 100.00 feet; thence East, a distance of 195.00 feet, more or less, to Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.
TOGETHER with that portion of the vacated right-of-way as per Ordinance 92-69.

Parcel 051706 300 4

Beginning at the Southwest corner of Tract B, Kapowsin; thence East, a distance of 594.00 feet; thence South to the Meander Line of Lake Kapowsin; thence Westerly, along said Meander Line, to the centerline of the creek; thence Northwesterly along said centerline to Beginning.
EXCEPT Chicago, Milwaukee, St. Paul Railroad Right-of-Way.
EXCEPT Beginning 35.00 feet South of the Southeast corner of Lot 21, Block 6, of Kapowsin; thence West, a distance of 125.00 feet; thence South, a distance of 50.00 feet; thence East, a distance of 125.00 feet; thence North, a distance of 50.00 feet to Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

Parcel 051706 300 5

Beginning at the Northeast corner of Kapowsin Lumber Cos Ld; thence East, a distance of 150.00 feet; thence South, parallel to the Lumber Cos East line, to the Shore of Kapwosin Lake; thence Westerly, along the Shore of said Lake, to the Cos East line; thence North along said East line to the Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.
LESS 0.39 acre of right-of-way.

Parcel 051706 300 6

Beginning 100.00 feet East and 100.00 feet North of the Southwest corner of Lot 5, Block 5, Kapowsin; thence North, a distance of 50.00 feet; thence West, a distance of 100.00 feet; thence South, a distance of 50.00 feet; thence East, a distance of 100.00 feet to Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.
TOGETHER with that portion of vacated right-of-way per Ordinance 92-69.

Parcel 051706 300 8

Beginning 150.00 feet North of the Southeast corner of Lot 8, Block 5, Kapowsin; thence North, a distance of 50.00 feet; thence West, a distance of 100.00 feet; thence South, a distance of 50.00 feet; thence East, a distance of 100.00 feet to Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.
TOGETHER with per vacated right-of-way per Ordinance 92-69.

Parcel 051706 300 9

Beginning 35.00 feet South of the Southeast corner of Lot 21, Block 6, Kapowsin; thence West, a distance of 125.00 feet; thence South, a distance of 50.00 feet to the center of the East right-of-way; thence, along the center of said right-of-way, a distacne of 125.00 feet; thence North, a distance of 50.00 feet to Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

Parcel 051706 301 0

Beginning at the Northwest corner of Tract A, Kapowsin; thence South, a distance of 113.25 feet; thence West, a distance of 227.90 feet; thence North 76°00'00" West, a distance of 98.80 feet; thence North 100.00 feet; thence East 326.70 feet to Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

Parcel 051706 301 1

Beginning at the Southeast corner of Lot 9, Block 7 of Kapowsin; thence South to the Meander Line of Lake Kapowsin; thence Southesterly on said Meander Line, to a point South of the Southwest corner of Lot 8, Block 7 of said addition; thence North to said Southwest corner; thence East, a distance of 50.00 feet to Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.
EXCEPT Chicago, Milwaukee, St. Paul Right-of-Way.

Parcel 051706 301 2

Beginning at the Southwest corner of Lot 26, Block 2 of Kapowsin; thence East, a distance of 100.00 feet; thence South, a distance of 200.00 feet; thence West, a distance of 100.00 feet; thence North, a distance of 200.00 feet to Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.
TOGETHER with that portion of vacated Burnett Street per Ordinance 92-69.

Parcel 051706 301 3

Beginning at the Southeast corner of Lot 13, Block 8 in Kapowsin; thence Southwesterly on the South line of said block to intersect on the East line extended of Lot 9, Block 7 of said addition; thence South on said line to the Meander Line of Lake Kapowsin; thence Northeasterly on said Meander Line to a point South of the Beginning; thence North to Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

Parcel 051706 301 5

Beginning 41.00 feet East of the Northeast corner of Block 15 of Kapowsin; thence East, a distance of 39.00 feet; thence South, a distance of 120.00 feet; thence West, a distance of 39.00 feet; thence North, a distance of 120.00 feet to the Beginning; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

Parcel 051706 301 7

& 4/5 abandoned 100.00 foot right-of-way of Chicago, Milwaukee, St. Paul Right-of-Way in the Southwest of Section.
ALSO the West 165.00 feet of said right-of-way in the Southeast of said section; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

Parcel 488500 001 0

All blocks City of Tacoma Water District together with vacated avenues and alleys per Ordinance 92-69; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

Parcel 488510 001 0

Blocks 1 and 2 City of Tacoma Water District together with that portion of the vacated road per Ordinance 92-69.

Parcel 488510 045 0

Lots 15 through 19, all within the Southeast Quarter (SE1/4 and Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

**** Lots 15, 18, and 19 only. Does not appear to be any Lot 16 & 17.

Parcel 488510 062 0

Lots 33 through 37 in the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 6, Township 17 North, Range 5 East, W. M.

**** Lots 35, 36, and 37 only.

Parcel 488550 001 0

Lots 1 through 8, Block 1; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.
SUBJECT to easement
TOGETHER with that portion of vacated Prichard Street per Ordiannce 92-69.

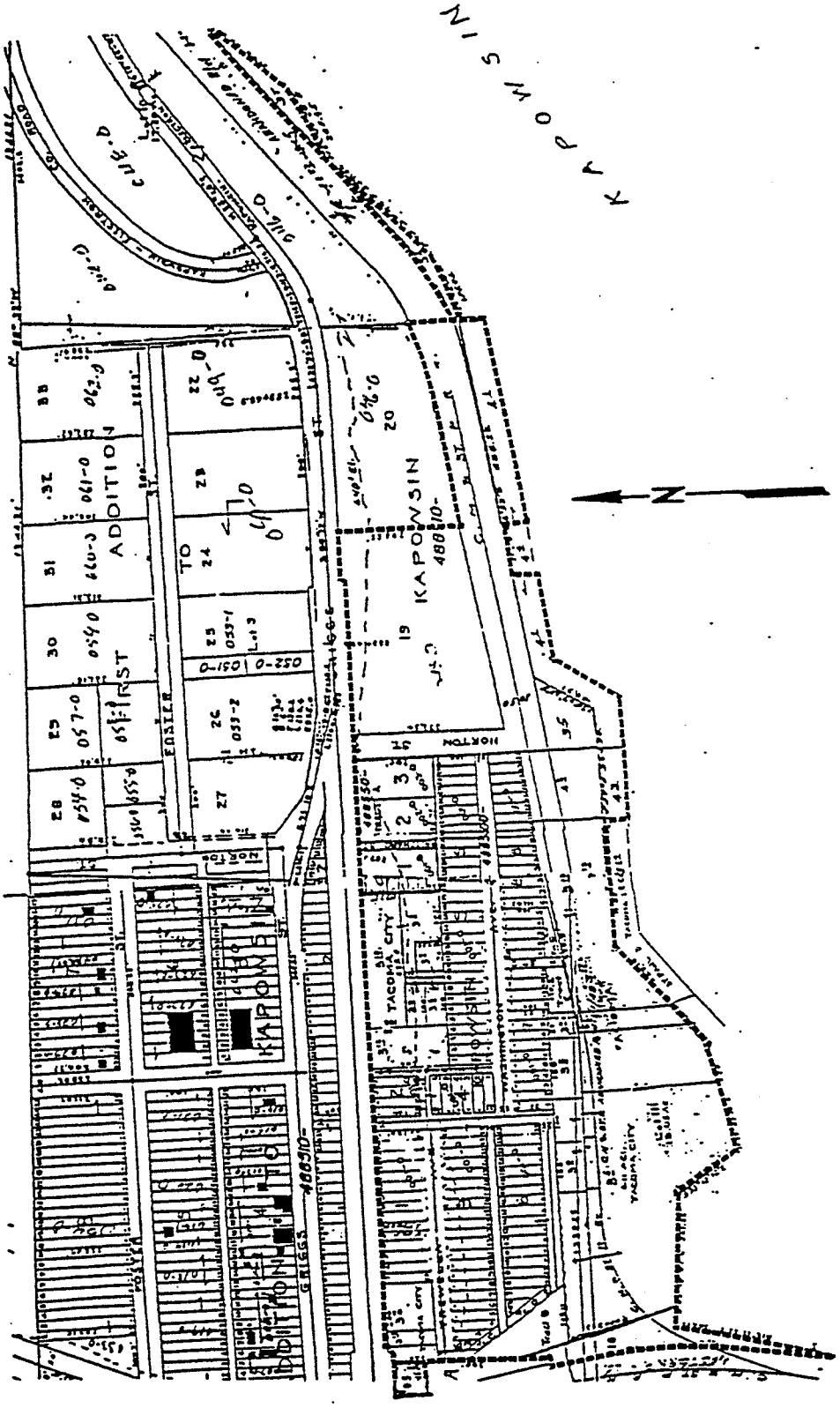
Parcel 488550 002 0

Lots 1 through 8, Block 2; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.
SUBJECT to easement
TOGETHER with that portion of vacated Prichard Street per Ordinance 92-69.

Parcel 488550 003 0

Lots 1 through 8, Block 3; all within the Southwest Quarter (SW1/4) of Section 6, Township 17 North, Range 5 East, W. M.

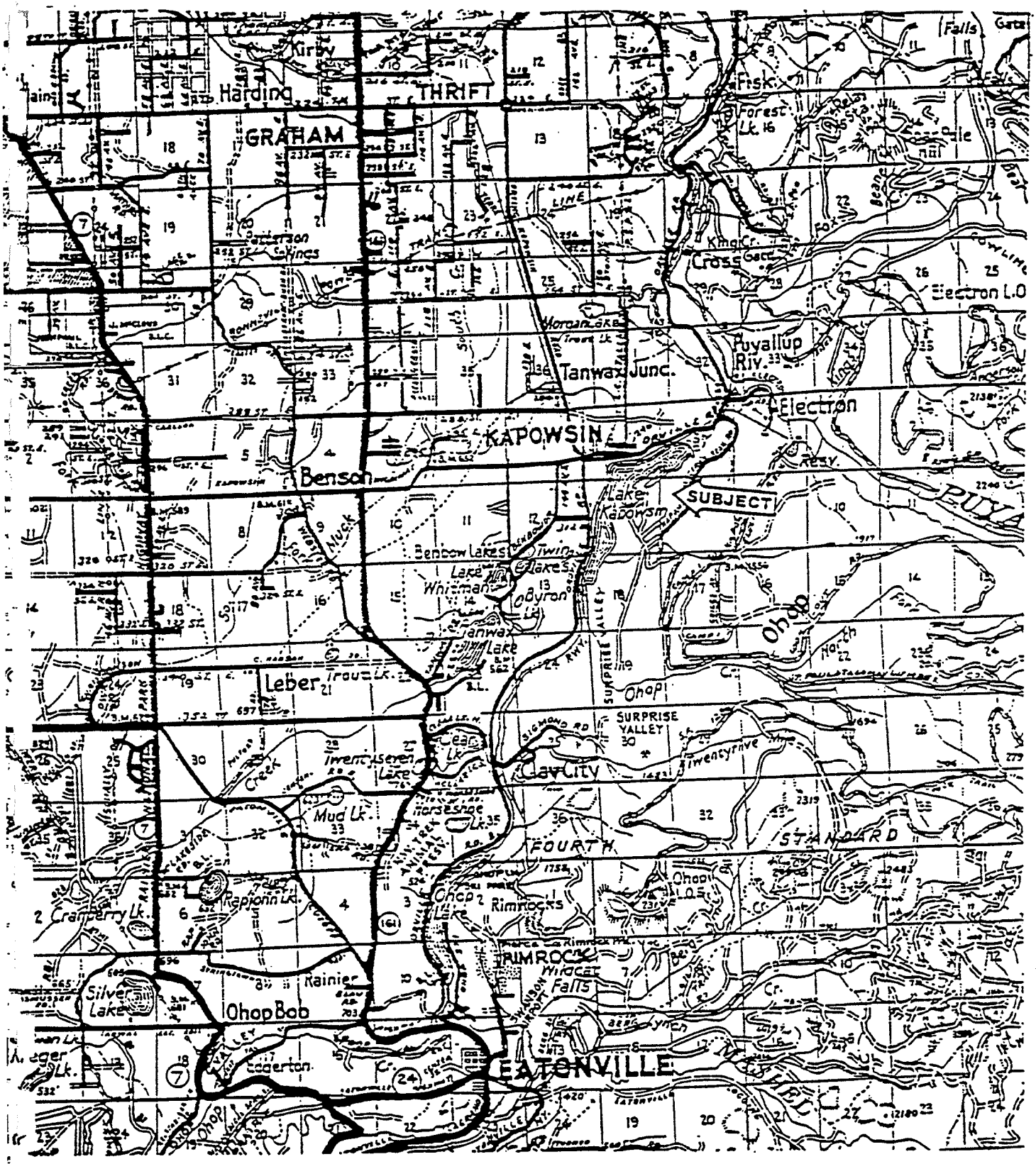
SUBJECT to easement



CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - REAL ESTATE MANAGEMENT

Date 07/20/95	SITE MAP LAKE KAPOWSIN OLD KAPWOSIN TOWN SITE 30 ACRES	Scale NTS Project No. 95-156CJK

Carol A. Bellinger
Real Estate Management Supervisor



CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - REAL ESTATE MANAGEMENT

Date 07/20/95	AREA MAP LAKE KAPOWSIN	Scale NTS Project No. 95-156CJK

J A. Bellinger
Real Estate Management Supervisor

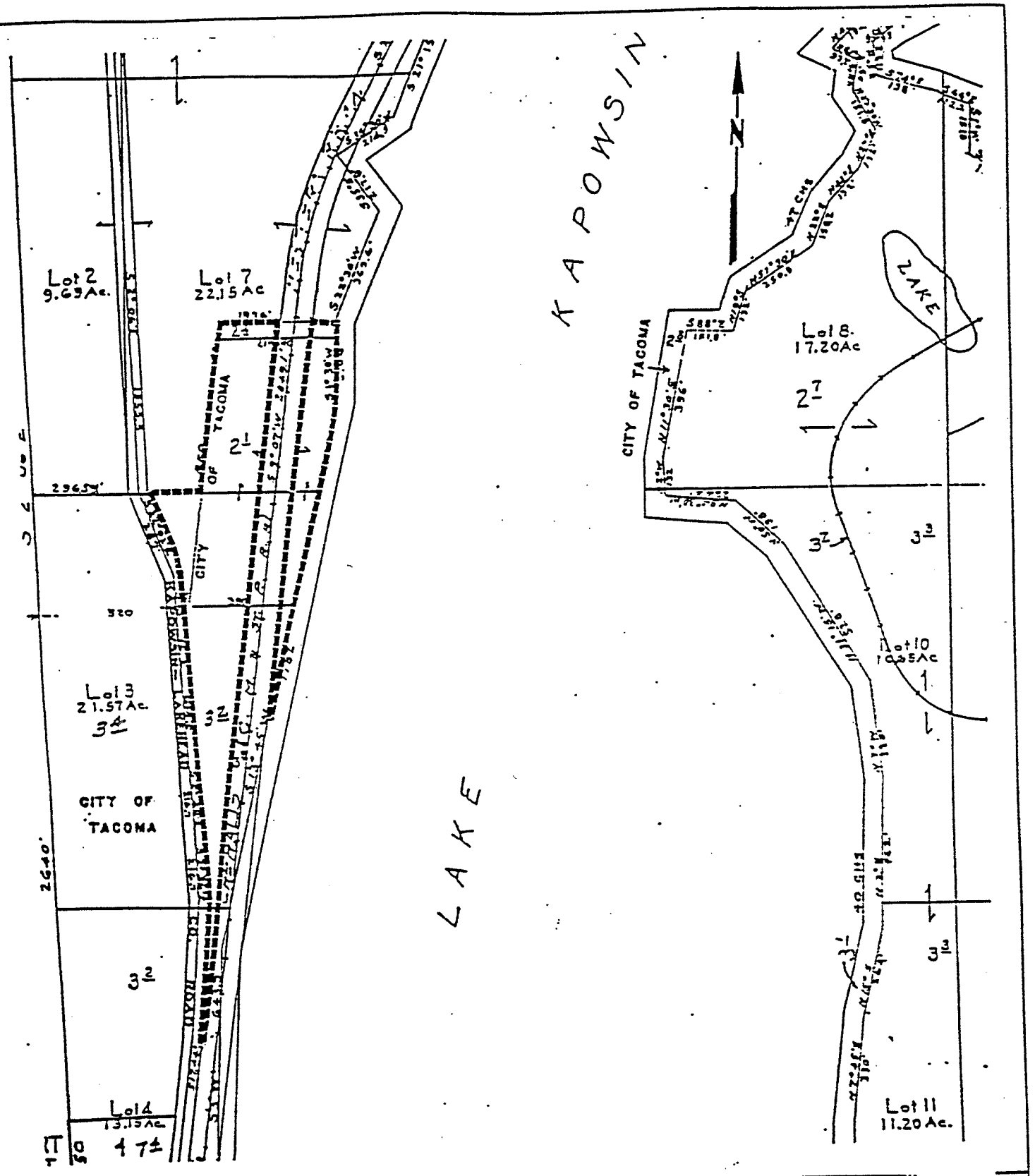
OLD RESORT SITE

Parcel No. 051707 200 1

Beginning 3000.00 feet South and 520.00 feet East of the Northwest corner of Section 7, Township 17 North, Range 5 East, W.M.; thence Northeasterly, parallel to the East right-of-way, a distance of 850.00 feet; thence East, a distance of 214.40 feet to the Meander Line of Kapowsin Lake; thence Southwesterly, along said Meander Line, to a point due East of the Beginning; thence West, a distance of 350.00 feet to the Beginning.
EXCEPT the Railroad Right-of-Way.

Parcel No. 051707 300 2

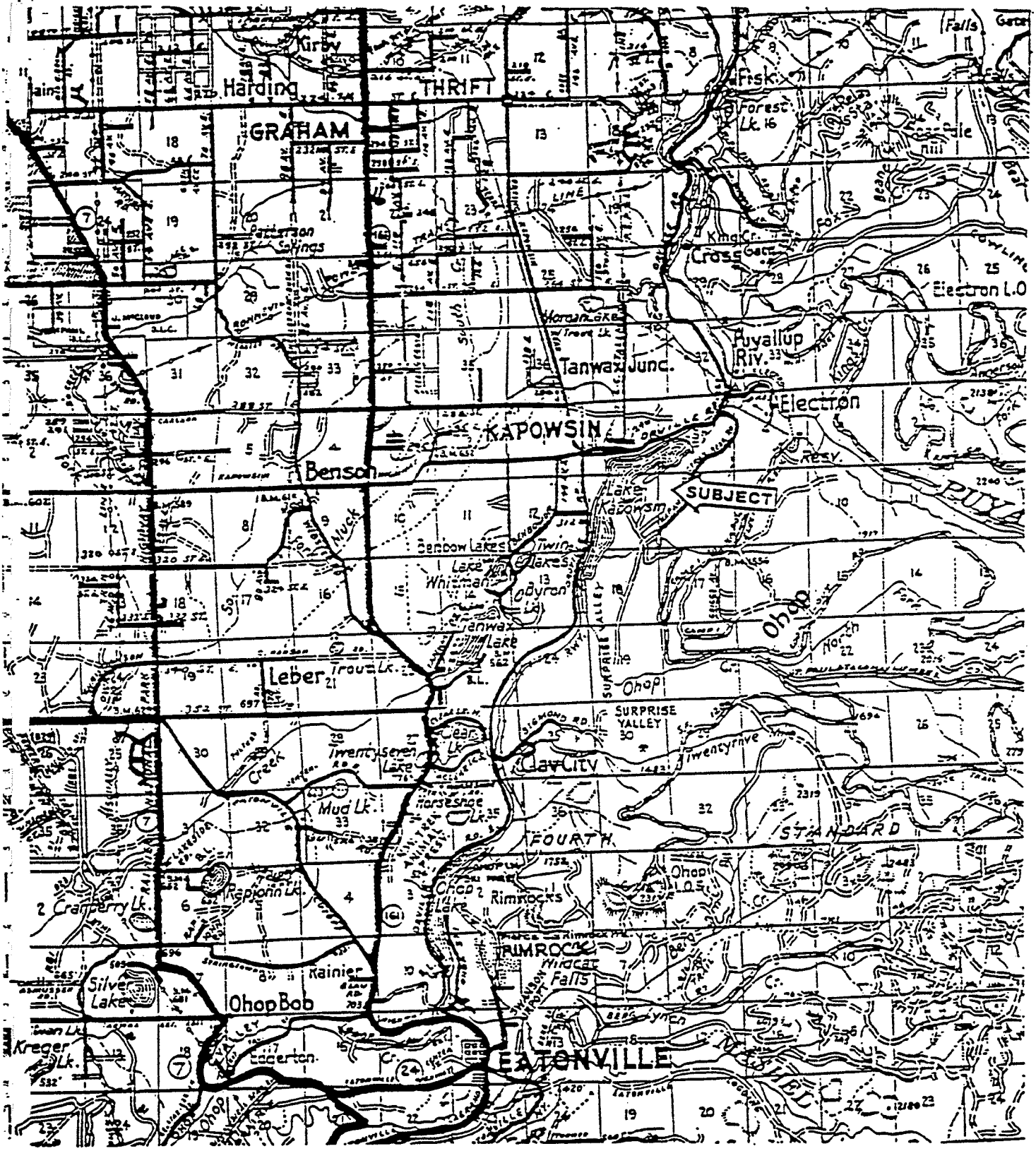
Beginning 3000.00 feet South and 520.00 feet East of Northwest corner of Section 7, Township 17 North, Range 5 East, W.M.; thence North 09°07'00" East to the North line of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section 7, Township 17 North, Range 5 East, W.M.; thence West to the Easterly line of the county road; thence Southeasterly on said line to the South line of the Northwest Quarter (NW¼) of Southwest Quarter (SW¼) of Section 7, Township 17 North, Range 5 East, W.M.; thence East to the Meander Line of Lake Kapowsin; thence Northeasterly on said Meander Line to a point East of Beginning; thence West to the Beginning.
ALSO Government Lot 4.
EXCEPT the South 650.00 feet.
EXCEPT Chicago, Milwaukee, St. Paul Right-of-Way.



CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - REAL ESTATE MANAGEMENT

Date 07/20/95	SITE MAP LAKE KAPOWSIN OLD RESORT SITE 13 ACRES	Scale NTS Project No. 95-156CJK

Carol A. Bellinger
Real Estate Management Supervisor



CITY OF TACOMA - DEPARTMENT OF PUBLIC UTILITIES - REAL ESTATE MANAGEMENT

Date 07/20/95	AREA MAP LAKE KAPOWSIN	Scale NTS Project No. 95-156CJK
ol A. Bellinger Real Estate Management Supervisor		