

SKAGIT RIVER HYDROELECTRIC PROJECT

FERC NO. 553

SETTLEMENT AGREEMENT

CONCERNING TRADITIONAL CULTURAL PROPERTIES

BETWEEN

THE CITY OF SEATTLE

CITY LIGHT DEPARTMENT

AND

THE NLAKA'PAMUX NATION

JULY 1993

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United States of America

Federal Energy Regulatory Commission

**Settlement Agreement
(NLAKA'PAMUX NATION)**

1.0 PARTIES

This Settlement Agreement (Agreement) is entered into this _____ day of July, 1993, by and between The City of Seattle, City Light Department (the City) and the Nlaka'pamux Nation. The Federal Energy Regulatory Commission, by order dated June 27, 1991, has granted intervenor status to the Nlaka'pamux Nation in these proceedings. The City has therefore agreed to enter into this Agreement in order to supplement its other agreements related to inventory and mitigation plans for traditional and other cultural properties affected by the Project. Together the City and the Nlaka'pamux Nation are referred to as the "Parties." The Skagit River Hydroelectric Project is referred to as the "Project."

2.0 GENERAL PROVISIONS

2.1 PURPOSE AND INTENT

2.1.1 Resolution of Issues

This Agreement establishes a mechanism for the completion of studies needed to inventory certain traditional cultural properties (TCPs) in the Project area and to analyze the potential impacts of continued Project operation on those TCPs. This Agreement also establishes mechanisms for ensuring that the Nlaka'pamux Nation's interests in TCPs are included in further studies and mitigation development, and further provides for the City to fund the Nlaka'pamux Nation's cultural activities located away from the Project area in specified amounts in lieu of TCP site mitigation.

This Agreement also establishes the Nlaka'pamux Nation's obligations in support of this Agreement, which include agreement that City funding will be spent on cultural activities and cooperation with the City in the scoping and implementation of studies funded by the City under this Agreement.

The Parties intend that full performance of this Agreement shall resolve all mitigation issues, including any of the Nlaka'pamux Nation's objections to license issuance for the Project, as currently constructed, for the period October 28, 1977 through the duration of this Agreement, which are related to TCPs and shall fulfill the City's mitigation obligations for existing and potential impacts, whether or not anticipated, on TCPs during the term of the new license for the Project, subject to the right of the Nlaka'pamux Nation to reopen the proceedings pursuant to Section 2.8, and subject to the provisions of Section 2.9. By executing this Agreement, the Nlaka'pamux Nation agrees that the financial obligations set forth in the TCPs Mitigation Plan, Section 3.0 of this Agreement, constitutes the City's entire monetary obligation to the Nlaka'pamux Nation for mitigation for the Project as currently constructed regarding TCPs for the duration of the new license period subject to the right of the Nlaka'pamux Nation

to reopen the proceedings pursuant to Section 2.8. Nothing herein shall prevent the Nlaka'pamux Nation from seeking additional mitigation under the third license.

This Agreement shall be submitted to the FERC for incorporation into the new license for the Project, and shall be enforceable as an article thereof. The Parties agree that incorporation and enforcement as a license condition is a material provision of this Agreement.

2.1.2 Stipulation of Adequacy

The Parties stipulate that this Agreement constitutes adequate mitigation and enhancement for impacts on Traditional Cultural Properties by the Project, as currently constructed, for the period October 28, 1977 through the duration of this Agreement.

2.1.3 Release and Waiver of Claims

For the period October 28, 1977 through the duration of this Agreement, the Nlaka'pamux Nation, and its successors and assigns, hereby releases, waives and discharges the City, its successors, and assigns, from any and all claims, demands, actions and causes of action of any kind (claims) arising during that period from the effects of the Project, as currently constructed on TCPs, so long as the City performs its obligations under this Agreement. This release does not waive claims that may arise from negligent or intentional misconduct of the City in the operation of the Project.

2.1.4 Compliance with Laws and Effect on Rights

Nothing in this Agreement precludes the City or the Nlaka'pamux Nation from complying with their obligations under the National Environmental Policy Act (NEPA), the Federal Power Act, the National Historic Preservation Act, or any other laws applicable to the Project. This Agreement shall not affect the rights of either Party except as expressly covered in this Agreement. Nothing in this Agreement or in the plans, memoranda, procedures or other actions taken to further the purposes of this Agreement shall reduce or otherwise impair access to and exercise of implied or explicit Indian rights, including religious practices, hunting, fishing and gathering rights; nor shall anything in this Agreement be construed as limiting, waiving or otherwise impairing whatever money damages claims the Nlaka'pamux Nation may have arising out of the construction and operation of the current Project outside the term of this Agreement.

2.1.5 Integrated Agreement

All previous communications between the Parties, either verbal or written, with reference to the subject matter of this Agreement are superseded by the terms and provisions of this Agreement, and, once executed, this Agreement and its companion documents constitute the entire agreement between the Parties.

2.1.6 Assignment

This Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

2.1.7 Authority

Each Party to this Agreement represents and acknowledges that it has the full legal authority to execute this Agreement and shall be fully bound by its terms.

2.2 OBLIGATIONS OF THE PARTIES

2.2.1 The City's Obligations

2.2.1.1 Compliance and Submittal

By entering into this Agreement, the City agrees to comply with all of the terms of this Agreement, including the payment of monies and the funding of activities specified herein. The City further agrees to submit this Agreement to the FERC as its proposed measures

relating to TCPs affected by the Project, as currently constructed, as required by applicable provisions of federal and state law, including without limitation the Federal Power Act and the National Historic Preservation Act.

2.2.1.2 Additional Staffing

The City will assign adequate professional environmental staff to implement this TCP Agreement. This shall include establishment of two new environmental staff positions with expertise in fisheries, wildlife, recreation, visual quality, cultural resources, and erosion control. One staff position shall be dedicated primarily to implementation of the settlement agreement on fisheries. The second staff position shall be dedicated primarily to implementation of the wildlife, recreation and aesthetics, and erosion control agreements, as well as this TCP Agreement and other cultural resources agreements.

2.2.2 The Nlaka'pamux Nation's Obligations

2.2.2.1 Support for Project Relicense

The Nlaka'pamux Nation agrees to support the expeditious issuance of a new license to the City for the Project, as currently constructed, which is consistent with the provisions of this Agreement, and includes this Agreement as an article. This support shall include reasonable efforts to expedite the NEPA process. The Parties shall file comments on any draft EA or EIS developed by the FERC in the relicensing for this Project, and shall support the measures defined by this Agreement as the preferred action. The Parties shall exchange drafts of their respective comments prior to submittal to the FERC and consult with each other to ensure that the comments are consistent with this Agreement.

2.2.2.2 Traditional Cultural Properties Recommendations

The Nlaka'pamux Nation shall submit this Agreement to the FERC as its recommendations related to the TCPs affected by the Project under any applicable provision of the Federal Power Act (including without limitation Sections 10(a), 10(j) and 4(e) thereof), and the National Historic Preservation Act.

2.2.2.3 Gorge Bypass Reach Flows

The Nlaka'pamux Nation agrees that this Agreement obviates any need for flow releases in the Gorge bypass reach for TCP purposes. The Nlaka'pamux Nation shall support all efforts by the City to retain its existing water quality certificate issued by the State of Washington, Department of Ecology (WDOE) on December 17, 1991, consistent with the terms and conditions of this Agreement, including the absence of flows in the Gorge bypass reach. Should the City be required to release flows in the Gorge bypass reach at any time before the issuance of a new FERC license and for any reason, this Agreement shall be voidable at the option of the City. Should the City be required to release flows in the Gorge bypass reach at any time after the issuance of a new FERC license and for any reason, this Agreement shall give rise to an immediate right of the City to petition the FERC to reconsider or reopen applicable license provisions to reconsider all traditional cultural resources provisions in light of such requirement. Under such circumstances, the City's efforts to initiate a proceeding before the FERC to reconsider or reopen shall not be opposed by the Nlaka'pamux Nation; the Parties may, however, differ in their respective positions in such a proceeding.

2.2.3 The Parties' Obligations

2.2.3.1 Cooperation Among Parties

The Parties shall cooperate in conducting and participating in studies and other actions provided for in this Agreement and shall provide assistance in obtaining any approvals or permits which may be required for implementation of this Agreement. It is understood by the Parties that TCP settlement agreements have been executed by the City and each of the three Skagit System Cooperative Tribes (Sauk-Suiattle Tribe, Upper Skagit Tribe, Swinomish Indian Tribal Community). For purposes of efficient implementation of the TCP Mitigation Plan (Section 3.0), it is expected by the Parties that certain of the identical elements in the TCP agreements may be implemented in a coordinated fashion.

2.2.3.2 Support of Agreement

The Parties agree to join in the filing of this Agreement as a supplement to the Offer of Settlement filed with the FERC on April 30, 1991 and to request that the FERC issue appropriate orders approving this Agreement. All Parties shall refrain from seeking judicial review of the FERC's approval of this Agreement. It is expressly agreed by the Parties that this Agreement shall be submitted to the FERC as a unit and that any material modification of its terms, approval of less than the entire Agreement, or addition of material terms by the FERC shall make the Agreement voidable at the option of either Party.

2.2.3.3 Confidentiality

The Parties agree that they will, to the greatest extent allowed by law, request from FERC and other distributees of this Agreement and

reports produced as a result of this Agreement, the highest possible degree of confidentiality of the reports produced pursuant to this Agreement.

2.3 EFFECTIVE DATE AND DURATION

2.3.1 Execution and Effective Date

This Agreement shall take effect upon the effective date of a license issued by the FERC consistent with this Agreement provided that Sections 2.5.2, 3.1 and 3.2 obligate the City to specific commitments upon the execution by the undersigned parties, of this Agreement. If the FERC issues a new license inconsistent with this Agreement, and if a Party appeals, the Agreement shall not go into effect. The Parties retain the right to appeal the issuance of a license in whole or in part if unacceptable provisions are added, including a stay of any provision.

2.3.2 Duration

This Agreement, together with any subsequent modifications, shall remain in effect for the term of the new FERC license period for the Project, which includes the term(s) of any annual license(s) which may be issued after the foregoing new license has expired.

2.4 COORDINATED IMPLEMENTATION

2.4.1 Across Forum Coordination

It is understood and agreed by the Parties that similar settlement agreements have been executed between the City and other intervenors (not party to this TCP Agreement) in the Project relicensing proceedings concerning other resources affected by continuing Project operations. These other settlement agreements and mitigation and enhancement plans include:

Fisheries--Fisheries Settlement Agreement, incorporating the Anadromous and Resident Fish Non-Flow Plan

Wildlife--Settlement Agreement Concerning Wildlife, incorporating Wildlife Habitat Protection and Management Plan

Recreation and Aesthetics--Settlement Agreement on Recreation and Aesthetics (including Recreation Plan and Visual Quality Mitigation Plan)

Erosion--Settlement Agreement Concerning Erosion Control, incorporating Erosion Control Plan.

Cultural Resources--Settlement Agreement concerning Cultural Resources (Archaeological and Historic Resources), incorporating the Cultural Resources Mitigation and Management Plan, which includes the historic and archaeological resources mitigation and management plans.

2.4.2 Annual Meeting

The City shall host an annual meeting of the intervenors interested in the Offer of Settlement submitted April 30, 1991 and this Agreement to facilitate coordination of implementation of the various settlement agreements. The Nlaka'pamux Nation agrees to cooperate in across forum coordination as necessary and appropriate to further effective program implementation.

2.5 MONETARY FIGURES

2.5.1 Adjustments For Inflation/Deflation

All dollar amounts listed in this Agreement are defined as 1990 United States dollars and shall be adjusted annually for inflation or deflation by using the revised Consumer Price Index (CPI-U) for All Urban Consumers as published by the United States Department of Labor for the Seattle metropolitan area. The indices used shall be those published for the last half for 1990 and, for subsequent years, the last half of the calendar year preceding that in which a payment or expenditure is to be made. Indexing of items in this Agreement shall continue until the year of actual payment unless otherwise provided in this Agreement. The percentage of change from the earlier index to the later index shall be multiplied by the amount specified in this Agreement and the result added to or subtracted from that amount to arrive at the total payment or expenditure. Should the CPI-U index not be available, the Parties agree to negotiate another comparable statistical basis for determining annual changes in the City's monetary commitments.

2.5.2 Time Basis For Payments and Obligations

The City shall make the money required by Section 3.1 available on April 1 of each year of the license (until the total amount provided has been distributed), except for the first and second payments which shall be made as set out in Table 1 of Section 3.1. The City shall make the monies required by Section 3.2 available pursuant to the schedule set forth in Section 3.2.

2.6 FORCE MAJEURE

The City shall not be liable or responsible for failure to perform or for delay in performance due to any cause or event or circumstance of Force Majeure. For purposes of this Agreement, Force Majeure is any cause or event beyond the City's reasonable control. This may include, but is not limited to, fire, flood, mechanical failure or accidents that could not reasonably have been avoided by the City, strike or other labor disruption, act of God, act of any governmental authority or of the Parties except the City, embargo, fuel or energy unavailability (ancillary to, but not including basic power generation), wrecks or unavoidable delays in transportation, and inability to obtain necessary labor, materials or manufacturing facilities from generally recognized sources in the applicable industry, or communications systems breakdowns, or for any other reason beyond the City's control. The City shall make all reasonable efforts to resume performance promptly once the Force Majeure is eliminated.

2.7 DESIGNATED CONTACTS

2.7.1 Contact Persons

For purposes of implementing this Agreement, the Parties agree that one individual will be designated by each to be the primary contact person. The initial contact person for the City is:

Superintendent
Seattle City Light
1015 Third Avenue
Seattle, WA 98104
(206) 684-3200

and the initial contact person for the Nlaka'pamux Nation is:

Chief Bob Pasco, Chairman
Nlaka'pamux Nation
P.O. Box 430
Lytton, B.C. V0K 1Z0
Canada
(604) 455-2711

Notification of changes in the contact persons must be made in writing.

2.7.2 Notices

All written notices to be given pursuant to this Agreement shall be mailed by first class mail, or overnight express service postage prepaid, to the contact persons at the addresses listed above or such subsequent address as a Party shall identify by written notice. Notices shall be deemed to be given five (5) days after the date of mailing.

2.8 REOPENER AND MODIFICATION

2.8.1 Use of Reopener Clause in License

Notwithstanding any other provision of the Agreement, any party may at any time invoke or rely on any reopener clause(s) in the license for the Project in order to request the imposition by the FERC of different or modified measures for TCP mitigation. Any provision of this agreement that might be read to limit or preclude a party from raising any relevant, material issue of fact or law in reopening or to otherwise conflict with reopening (e.g., Sections 2.1, 2.1.1, 2.1.2, 2.1.3, 2.1.4, or 2.2.2.2) shall be inoperative to the extent of any such limitation, preclusion, or conflict.

2.8.2 Modification

Before invoking any reopener clause under Section 2.8.1, a Party shall request all other Parties to commence negotiations for a period of up to 90 days to modify the terms and conditions of this Agreement in whole or in part. Any such modification shall be subject to FERC approval, except that the Parties may agree to implement on an interim basis, pending FERC approval, any measure not requiring prior FERC approval.

2.8.3 Burden of Proof

In any action under this Section 2.8, the petitioning Party shall have the burden of proof.

2.8.4 Effect of Reopener Proceedings

The Parties shall continue to implement this Agreement pending final resolution of any modification sought from the FERC, or until the relief sought becomes effective by operation of law, or unless otherwise agreed. At the time of petitioning the FERC under Section 2.8.1, nothing shall prevent either Party from requesting the imposition of different or modified measures or from bringing any cause of action in any appropriate forum, or from taking other actions relating to any issue or matter addressed by this Agreement.

2.9 PROJECT MODIFICATIONS (HIGH ROSS)

2.9.1 Project Modifications

This Agreement applies to the Project excluding High Ross or any modified High Ross construction. It does not address mitigation for the effects of raising Ross dam. In the event the City decides to consider raising Ross dam, separate provision will be made for additional mitigation. The Parties shall initiate discussions regarding TCP mitigation according to the following procedures.

2.9.2 Notice

The City shall notify the Nlaka'pamux Nation of its decision to consider raising Ross dam at least thirty months before construction would commence.

2.9.3 Consultation

At the same time, the City shall commence consultation on necessary TCP studies and possible mitigation measures.

2.9.4 Resolution

At least 180 days prior to construction, the City shall either agree with the Nlaka'pamux Nation on modifications to this Agreement, or remaining disputes over TCP measures may proceed to dispute resolution as described in Section 2.10 at the option of either Party.

2.9.5 Mitigation Criteria

Mitigation for the TCP effects of raising Ross Dam shall be at least comparable to the mitigation provided for here for the effects of the current project and shall, at a minimum, replace the resources lost by resources of like kind, quality and quantity or by mutually agreed arrangements in lieu of such replacement.

2.9.6 Preservation of Rights

Nothing in this Agreement shall preclude either Party from challenging the construction of High Ross or modified High Ross, including disputed mitigation, in any proceeding. The mitigation procedures set out in this section are not exclusive and need not be commenced or exhausted prior to such challenges.

2.10 DISPUTE RESOLUTION

2.10.1 Technical Level Review

Any dispute between the Parties concerning compliance with this Agreement shall first be referred to technical representatives of the contact persons identified in Section 2.7. Should the TCP agreements with the Skagit Tribes give rise to the same dispute at the same time, the designated technical representatives of all involved parties shall be included in this process. The technical representatives will meet as soon as possible after written notification of a dispute by a Party. Decisions of the technical representatives must be unanimous. In the event that the technical representatives cannot resolve the dispute within ninety (90) days after first meeting on said dispute, the City will give notice of such failure to the Nlaka'pamux Nation.

2.10.2 Optional Policy Level Review

The Parties may, at their option, prior to elevating an issue to the FERC under Section 2.10.3, convene an in-person or telephone conference of the policy-level representatives, identified in Section 2.7, after notice of the failure of the technical level representatives. Any Party through its designated contact (persons identified in Section 2.7 or their designated representative) may invoke the optional policy level review by contacting the other party's designated contact and arranging a suitable conference. Decisions by unanimous consent shall bind the Parties. In the event that the policy representatives cannot either resolve the dispute or agree to arbitration or mediation within fifteen (15) days, the matter may be taken to the next level.

2.10.3 FERC Review

In the event that disputes are not resolved at the first two levels of dispute resolution, either Party may refer the matter to the FERC for resolution pursuant to the FERC's Rules of Practice and Procedure.

2.10.4 Non-compliance

Notwithstanding any other provision of this Agreement, either Party may seek relief arising solely from non-compliance with this Agreement by either Party.

2.11 ROSS LAKE OPERATIONS

2.11.1 Refill After April 15

The City will fill Ross Lake as early and as full as possible after April 15 each year, subject to adequate runoff, anadromous fisheries protection flows (specified in the Skagit River Anadromous Fish Flow Plan), flood protection, minimized spill, and firm power generation needs. Subject to the above constraints and hydrologic conditions permitting, the City will achieve full pool by July 31 each year.

2.11.2 Full Pool Through Labor Day

The City will hold the reservoir as close to full pool as possible through Labor Day weekend, subject to adequate runoff, anadromous fisheries protection flows (specified in the Skagit River Anadromous Fish Flow Plan), flood protection, minimized spill, and firm power generation needs.

2.11.3 Overdraft Years

In any overdraft year, the City will bring the Ross Lake level up to the variable energy content curve (VECC) no later than March 31, subject to adequate runoff, anadromous fisheries protection flows (specified in the Skagit River Anadromous Fish Flow Plan), flood protection, minimized spill, and firm power generation needs.

2.11.4 Conflict

In the event of conflict between the provisions of this Section 2.11 and provisions of the Settlement Agreement on Fisheries, the provisions of the Settlement Agreement on Fisheries with the Offer of Settlement filed with the FERC on April 30, 1991 will control.

3.0 TRADITIONAL CULTURAL PROPERTIES MITIGATION PLAN

3.1 CULTURAL ACTIVITIES SUPPORT

The City shall make annual payments to the Nlaka'pamux Nation in support of the Tribe's cultural activities at the times and in the amounts indicated in Table 1. The payments made prior to the effective date of the license being the first and second payments, shall be used by the Nlaka'pamux Nation for expenses to complete the TCP studies pursuant to the MOA described in Section 3.2 prior to the effective date of the license. If license issuance is delayed past April 1, 1993 all payments that accrue prior to the effective date of the license and which are conditional upon issuance of the license shall be paid on the effective date of the license.

Table 1. Schedule of Payments by City to the Nlaka'pamux Nation for Traditional Cultural Activities

DATE OF PAYMENT	AMOUNT
As soon as practicable after execution of this agreement	\$80,000
On the anniversary date of the execution of this agreement or the effective date of license, whichever is sooner	\$20,000
As soon as practicable after the effective date of license	\$54,167
April 1, 1993 or effective date of license, whichever is later	\$154,167
April 1, 1994 or effective date of license, whichever is later	\$154,167
April 1, 1995 or effective date of license, whichever is later	\$37,499
TOTAL	\$500,000

3.2 TRADITIONAL CULTURAL PROPERTIES INVENTORY

The City shall fund the completion by the Nlaka'pamux Nation of an inventory of Nlaka'pamux Nation TCPs in the Project area including completion of analyses under the National Historic Preservation Act (NHPA) as required by law and requested by the FERC. Such an inventory study is required to complete the City's obligations under the NHPA as implemented by the FERC in the course of Project relicensing. The goal of the study is to complete the work commenced during the relicensing proceedings to identify all TCPs in the Project area and the impact of continuing Project operations on them. The City's total funding obligation under this section shall be limited to \$100,000.

3.2.1 Scope of Work

The City and the Nlaka'pamux Nation will negotiate the scope of work for the inventory study by a Memorandum of Agreement (MOA) subject to the terms of this Agreement. The study shall include, at a minimum, a complete inventory of Nlaka'pamux Nation TCPs in the Project area; a complete analysis under the National Historic Preservation Act as required by law and requested by the FERC; and potential mitigation measures in and near the Project area, including an analysis of their cost, if any. The Nlaka'pamux Nation will as part of the agreement with the City comply with applicable city, state, federal and provincial law. The MOA will provide that the study work is conducted under the Nlaka'pamux Nation's direct supervision and control, including hiring of subconsultants and staff by the Nlaka'pamux Nation as prime consultant, with the 1981 Inventory of Native American Religious Use, Practices, Localities and Resources, Mt. Baker-Snoqualmie National Forest as a model. The parties will consult with the United States National Park Service in the development of the scope of work. The parties will also coordinate with the National Park Service all study activities as a result of this Agreement that involve lands or resources within the boundaries of the North Cascades National Park Service Complex. The MOA will provide for the hiring of necessary subconsultants and staff at the tribal level, and payment of informants. The City will commit sufficient staff time in its Environment, Health and Safety Division to ensure that the scope of work and contracting paperwork are prepared in a timely manner.

3.2.2 Funding

The Parties will attempt to obtain contributing funding from the other benefitting agencies, primarily the National Park Service (NPS) and the United States Forest Service (USFS), but whatever the outcome of these efforts, the City's total funding obligation for TCP studies under this Agreement shall be limited to \$100,000.

3.2.3 Confidentiality of Work Product

The MOA provided by Section 3.2.1 shall specify the work product(s) to result from the completed studies, and shall specify the uses to which the products may be put, and shall include a confidentiality protocol acceptable to the Nlaka'pamux Nation.

3.2.4 Schedule

The MOA contemplated by Section 3.2.1 shall be executed as soon as practicable after the execution of this Agreement. The City shall make the monies for the studies available as soon as practicable after the effective date of this Agreement in response to a specific project schedule.

3.3 NON-MONETARY MITIGATION

The City will undertake other TCP related mitigative activities described in this section. The City may not be required to conduct any measures which require the expenditure of moneys not expressly provided for in other sections of this plan.

3.3.1 Archaeological Studies and Mitigation Plans

Within its powers to do so, the City shall ensure that the NPS includes the Nlaka'pamux Nation in Project related archaeological studies and mitigation planning.

3.3.2 Recreation Plan

The City shall include the Nlaka'pamux Nation as a party in discussions over interpretive facility/program development provided for in the Project's recreation plan (Settlement Agreement on Recreation and Aesthetics, Section 3.5.3.1). The Nlaka'pamux Nation will, at its option, be included on the advisory committee for the North Cascades Environmental Learning Center to be created pursuant to the Project's Recreation Plan. (Settlement Agreement on Recreation and Aesthetics, Appendix C, Article III, Section 6.)

3.3.3 Implementation of Other Proposed Mitigation Measures

The City will implement actions proposed at the conclusion of the inventory conducted under Section 3.2 of this plan, as determined in further negotiations to be commenced upon completion of those studies.

4.0 SIGNATURES

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its Superintendent of City Light pursuant to Ordinance No. 106741 and the Nlaka'pamux Nation has executed same pursuant to applicable legal authority.

Respectfully submitted.

Dated: July , 1993

THE CITY OF SEATTLE

By: _____
Roberta Bradley
Superintendent of City Light

Address for Notice:

Seattle City Light
1015 Third Avenue
Seattle WA 98104

Dated: July , 1993

NLAKA'PAMUX NATION

By: _____
Robert Pasco, Chief

Address for Notice:

Nlaka'pamux Nation
P.O. Box 430
Lytton, B.C. V0K 1Z0
Canada