

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COWLITZ TRIBAL GAMING AUTHORITY,
THE COWLITZ TRIBE,
AND PUBLIC UTILITY DISTRICT #1 OF CLARK COUNTY
FOR POWER SERVICES**

This Agreement is entered into on this 24th day of May, 2016, by and between the COWLITZ TRIBAL GAMING AUTHORITY (the "CTGA"), a governmental agency of the Cowlitz Indian Tribe, the COWLITZ INDIAN TRIBE (the "Tribe"), a federally recognized Indian Tribe, whose principal place of business is located at PO Box 2547, 1055 9th Avenue, Suite B, Longview, Washington 98632, and PUBLIC UTILITY DISTRICT #1 OF CLARK COUNTY (the "PUD"), with its principal place of business located at 1200 Fort Vancouver Way, Vancouver, Washington 98663. The CTGA, the Tribe, and the PUD shall be collectively referred to in this Agreement as the "Parties."

RECITALS

The Parties have entered into this Agreement in light of the following facts:

A. The Tribe is a federally recognized Indian Tribe organized under a written constitution, with the Cowlitz Tribal Council ("Council") as the governing body of the Tribe.

B. The Tribe is the beneficial owner of the Cowlitz Indian Reservation ("Reservation"), which comprises approximately 156 acres of land located in Clark County, Washington, which is described in Exhibit A. Title to the Tribe's Reservation trust lands is owned by the United States of America in trust for the Tribe.

C. WHEREAS, the CTGA was established by the Tribe pursuant to Tribal Council Ordinance No. 11-01, dated August 6, 2011, which endowed it with the authority to exercise and implement Tribal governmental and proprietary powers over development, construction, operation, management, promotion and financing of gaming and any associated hotel, resort and entertainment facilities owned by the Tribe, including the authority to grant limited waivers of sovereign immunity; said ordinance is incorporated herein as if attached hereto, and

D. The Tribe, by Tribal Council Resolution 15-43 has authorized the granting of utility and access easements required for construction of the casino project.

E. The PUD is a public utility district in the State of Washington that provides electrical utility services in the area in which the Reservation is located and is willing to provide electrical service to the Reservation on the terms and conditions herein below set forth.

F. The Tribe and the CTGA are willing to acquire power services from the PUD, construct certain power lines, and pay certain costs and fees associated with this service.

G. The Parties agree that, in order for the Parties to meet their respective obligations to each other as they have agreed, it is in the best interests of the Parties to enter into this Intergovernmental Agreement pursuant to RCW Chapter 39.34.

H. The Parties agree that it is in the best interests of all Parties that the Tribe and the CTGA provide a limited waiver of its sovereign immunity only to the extent necessary to enforce this Agreement.

AGREEMENT

In consideration of the above-recited facts, and the mutual promises contained herein, the Parties hereby agree as follows:

1. Power Service. The purpose of this Agreement is to outline the allocation of costs associated with the PUD providing electrical service to the CTGA, initially projected to be in service by September 30, 2016, and for the long term, and to set forth the Parties' obligations pertaining to such service. The PUD shall construct certain electrical infrastructure improvements, and the CTGA will pay for those improvements pursuant to the terms and conditions set forth below (the PUD will provide the CTGA electrical service under its then current rates and conditions of service):

a. Initial Plan for Power Service. The PUD will permit, construct and maintain distribution lines to provide temporary power service to the CTGA. This line will be disconnected (even though the PUD has no plans to remove this line) when the permanent power source from the new Substation is connected. The location and specifications for these lines as well as the CTGA's proportionate share of the cost thereof are identified on Exhibit B to this Agreement.

b. Future Power Service.

(i) Substation. The PUD will permit, construct, and maintain an electric substation (the "Substation") to serve the Tribe, the CTGA, and the surrounding region. The location and specifications for the Substation are identified on Exhibit C to this Agreement. The CTGA will pay to the PUD a mutually agreed upon proportionate share of the total cost of the Substation as outlined on Exhibit C to this Agreement.

(ii) Transmission Lines. The PUD will obtain right of way and construct/maintain a power transmission line (the "Transmission Line") to serve the Substation referenced in Section 1.b(i) above. This Transmission Line will originate from the Union Ridge Substation located in Ridgefield, Washington, and will provide sufficient power to meet the needs of the CTGA. The CTGA will pay a proportionate share of the total costs associated with the Transmission Line, including, but not limited to, the costs of acquiring right-of-way and any costs associated with condemning required property, based on the CTGA's projected electrical load at the Substation. Technical and locational details of this Transmission Line are described in Exhibit D to this Agreement. The proportionate share and payment provisions are also outlined on Exhibit D to this Agreement.

(iii) Distribution Line. The PUD will construct a distribution line to serve as the permanent power source for the CTGA property. The CTGA will pay for all of the costs associated with this distribution line as outlined in Exhibit E.

(iv) Relocation of Certain Existing Power Lines. The Tribe is relocating certain rights of way including NW 319th Street and NW 31st Avenue, which are located on the Tribe's Reservation as well as portions of the La Center Road and Paradise Park Road, which are located off the Tribe's Reservation. The CTGA will pay for all costs associated with the realignment of any electrical facilities that are moved as part of this relocation, as outlined in Exhibit "F."

(v) Acquisition of Right of Way. The PUD will acquire all rights of way or property interest necessary for distribution and transmission lines. The Tribe, working with the Bureau of Indian Affairs, will provide easements for power lines on its Reservation property at no cost to the PUD in the form of the example attached as Exhibit G.

(vi) As Built Drawings. Upon complete of construction and relocation as provided for in sections (iv) and (v) as set forth above, as "As Built" drawings will be prepared by PUD for all such construction and relocation.

2. Enforcement of Agreement. To enforce the provisions of this Agreement, either Party may bring an action in the Superior Court for Clark County, Washington, after providing a 30-day written notice of an opportunity to cure any alleged breach of this Agreement. The Parties expressly waive any exhaustion of administrative remedies for purposes of bringing an action under this Agreement.

3. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

4. Limited Waiver of Sovereign Immunity. The CTGA hereby expressly and irrevocably waives its sovereign immunity for itself and any instrumentality of the CTGA and consents to suit against it by the PUD and its successors and assigns for the limited purpose of interpreting or enforcing the obligations of the CTGA as set forth in this Agreement. This Limited Waiver of Sovereign Immunity is only for the benefit of the Parties to this Agreement and their successors or assigns, and shall not be construed as extending to any other individuals, governmental entities or third parties. By this Limited Waiver of Sovereign Immunity, the CTGA expressly and irrevocably consents to the subject matter and personal jurisdiction of the Superior Court of the State of Washington for Clark County for purposes of interpreting or enforcing the terms of this Agreement and waives any requirement for the exhaustion of tribal remedies and jurisdiction in the tribal court of the Tribe. Without limiting the foregoing, this limited waiver of sovereign immunity shall waive the CTGA's immunity from suit, judicial process or execution, under the U.S. Constitution, the laws of the United States of America, and under Tribal law, relating to the performance or enforcement of this Agreement.

The Tribe also hereby expressly and irrevocably waives its sovereign immunity for itself and any instrumentality of the Tribe and consents to suit against it by the PUD and its successors and assigns for the limited purpose of interpreting or enforcing the obligations of the Tribe as set forth in this Agreement. This Limited Waiver of Sovereign Immunity is only for the benefit of the Parties to this Agreement and their successors or assigns, and shall not be construed as extending to any other individuals, governmental entities or third parties. By this Limited Waiver of Sovereign Immunity, the Tribe expressly and irrevocably consents to the subject matter and personal jurisdiction of the Superior Court of the State of Washington for Clark County for purposes of interpreting or enforcing the terms of this Agreement and waives any requirement for the exhaustion of tribal remedies and jurisdiction in the tribal court of the Tribe. Without limiting the foregoing, this limited waiver of sovereign immunity shall waive the Tribe's immunity from suit, judicial process, or execution, under the U.S. Constitution, the laws of the United States of America, and under Tribal law, relating to the performance or enforcement of this Agreement.

5. Appellate Review. The CTGA and the Tribe hereby consent to jurisdiction and venue in the Superior Court of Clark County, Washington, and agrees that the limited waiver of sovereign immunity, set forth herein, shall also apply to review in any appellate court with jurisdiction over the applicable trial court decision.

6. Liability Insurance. During the term of this Agreement, the CTGA and the PUD shall each maintain and keep in effect a policy of liability insurance for injuries to persons and property in an amount no less than One Million Dollars (\$1,000,000.00) per occurrence. Written proof of such insurance shall be provided to the other Party upon request. Notwithstanding any other provisions in this Agreement to the contrary, nothing in this Agreement shall require either party to waive its immunity from suit or sovereignty except to enforce this Agreement, and then, only in favor of the other party

7. Notices. Any notices, requests, demands, or other communications required or permitted hereunder shall be sufficient if made in writing as set out in Section 13 below, and (a) delivered personally; or (b) sent by certified mail, postage prepaid, return receipt requested and addressed to the appropriate party at its address set forth in Section 13, or such other address as a party may specify to the other in a notice given pursuant to this Section; or (c) by facsimile transmission to the facsimile number in Section 13, with an original to follow by First Class mail. Notice shall not be considered effective until received by a representative of a party to this Agreement.

8. Construction. The descriptive headings of the sections of this Agreement are for convenience only and are not to be used in the construction of the contents of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one agreement.

9. Term. This Agreement shall become effective on the date last executed below and shall remain in full force and effect until the Parties' obligations hereunder have been completed, or alternatively, it is mutually terminated in writing by all parties. In addition to the

obligation to pay any amount due under this Agreement, the following sections shall also survive the termination of this Agreement: Section 2 (Enforcement of Agreement); Section 3 (Choice of Law); Section 4 (Limited Waiver of Sovereign Immunity); Section 5 (Appellate Review); Section 6 (Liability Insurance); and Section 15 (Representations). The PUD shall own and retain all facilities it constructs, alters, or improves under this Agreement or any property interest it acquires, has transferred to it, or purchases under this Agreement. No redistribution of real or personal property shall occur upon termination of this Agreement.

10. Payment. Any amounts due or owing under this Agreement shall be paid within thirty (30) days of invoice. Failure to make payment when due shall subject such unpaid balance to an interest charge of 1% per month or to the maximum extent allowable by law, whichever is less. In the event a Party disputes an invoice, such Party shall pay in full the undisputed amount of the invoice, and provide a statement describing the amount disputed and the reasons therefore. The Parties shall in good faith attempt to resolve such dispute by consultation.

11. Amendment or Modification. This Agreement may be amended or modified in writing by the further agreement and signing of all Parties hereto.

12. Default. Any of the following occurrences or events by or against either Party shall constitute a material default under this Agreement:

a. Either Party fails to perform its obligations under this Agreement and such failure is not cured within thirty (30) days of receiving written notice from the other Party regarding such default.

b. Either Party applies for or consents to the appointment of a receiver, liquidator, custodian, or trustee for it or any portion of its property or is appointed for it or any of its property and is not discharged within sixty (60) days after the date of such appointment, or either Party makes an assignment for the benefit of creditors, or either Party admits in writing its inability to pay its debts under the provisions of the United States Bankruptcy Code or any similar, or successor statute, or such a petition is filed against either Party and is not missed or vacated within sixty (60) days after the date of such filing.

c. Either party takes any action or fails to take any action that materially and adversely affects the other party's ability to exercise any of its rights and receive any of the benefits to it under this Agreement, including and without limitation, taking action to revoke this Agreement, or any part of it, and/or such party's authority to enter into it.

d. If any representation, warranty, covenant, or other undertaking in Section 15 is determined to be materially untrue.

13. Notice/Administrator. Unless notified in writing otherwise, the Parties shall use the following addresses, phone numbers, and facsimile numbers to provide notification under this Agreement:

CTGA & Tribe:

Cowlitz Tribal Gaming Authority & Cowlitz Indian Tribe
Attn: Lowell E. Bridges, CTGA Chairman
William Iyall, Tribal Chairman
P.O. Box 2547
1055 9th Avenue, Suite B
Longview, Washington 98632
Telephone Number: (360) 597-8140

With a copy to:

Stephen W. Horenstein
Horenstein Law Group PLLC
500 Broadway St., Suite 120
Vancouver, WA 98660
Telephone Number: (360) 696-4100
Facsimile Number: (360) 696-5859

PUD (Administrator):

Cal Morris, Director of Engineering
Clark Public Utilities
PO Box 8900
Vancouver, WA 98668
Telephone Number: (360) 992-8573
Facsimile Number: (360) 992-8096

With a copy to:

John Eldridge/Legal Counsel
Clark Public Utilities
PO Box 8900
Vancouver, WA 98668
Telephone Number: (360) 992-3219
Facsimile Number: (360) 992-3035

14. Authorization.

a. Lowell E. Bridges, Chairman of CTGA, has been authorized by the attached resolution of the CTGA to specifically execute this Agreement, a copy of which is

attached hereto as Exhibit H. William Iyall, Chairman of the Cowlitz Indian Tribe, has been authorized by the attached resolution of the Cowlitz Tribal Council to specifically execute this Agreement, a copy of which is attached hereto as Exhibit H1. The PUD warrants that Wayne Nelson, CEO/General Manager, has been authorized, by appropriate action of the PUD's Board of Commissioners to execute this Agreement on behalf of PUD, a copy of which is attached hereto as Exhibit I

b. The work performed under this Agreement shall be administered by Cal Morris, the PUD's Director of Engineering.

c. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

15. Representations.

a. Each of the Parties to this Agreement represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement and shall be fully bound by its terms. The PUD represents and warrants that it is duly and validly existing, and in good standing under the laws of the State of Washington. The CTGA and the Tribe further represent that the Tribe is a federally recognized Indian Tribe. For the purposes of this Agreement, the CTGA and the Tribe adopts the laws of the State of Washington that pertain to the interpretation, performance, and enforcement of contracts and commercial transactions.

b. The execution, delivery and performance of this Agreement by each Party and the consummation of the transactions contemplated hereby have been duly and effectively authorized by all necessary actions of each respective Party. This Agreement has been duly and validly executed and delivered by each Party and constitutes the valid and binding obligation of such Party, enforceable in accordance with its terms, subject to (i) applicable bankruptcy, insolvency or other similar laws relating to creditors' rights generally, and (ii) general principles of equity. Without limiting the foregoing, the CTGA and the Tribe expressly represent and warrant that the execution, delivery, and performance of this Agreement have been duly and effectively authorized by its CTGA Management Board and the Tribal Council, and no other tribal action is necessary, including, without limitation, for the limited waiver of sovereign immunity set forth in Section 4. The CTGA Management Board and the Tribal Council's approval and authorization of this Agreement and its adoption, for the purposes of this Agreement, of the laws of the State of Washington that pertain to the interpretation, performance, and enforcement of contracts and commercial transactions, shall be conclusively evidenced by a written resolution of CTGA Management Board and Tribal Council that is certified by the Secretary of such CTGA Management Board and Tribal Council and provided to the PUD within five (5) days of the CTGA and Tribe's execution of this Agreement.

c. The execution, delivery and performance by the applicable Party of this Agreement and the consummation by that Party of the transactions contemplated hereby will not (a) violate any provision of law, rule or regulation to which the Party is subject, (b) violate any order, judgment or decree applicable to each Party, (c) constitute a breach of or a default under any constitutional, statutory or administrative provision of the State of Washington, the federal

government, or Tribal Law, as applicable to such Party or any judgment, decree, bond, note, resolution, indenture, contract or agreement or any other instrument to which such Party is subject or bound, or (d) in conflict with, or result in a breach or default under, any term or condition of any agreement or other instrument to which the Party is a party or by which the Party may be bound.

d. The CTGA and the Tribe represent and warrant that no approval of this Agreement by the Bureau of Indian Affairs, the U.S. Department of the Interior, the Secretary of the Interior, or any other federal agency or official is required for the CTGA or the Tribe to execute this Agreement or for this Agreement to be effective and binding upon them.

e. Except as disclosed in writing by the Tribe to the PUD, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board, or administrative body pending or threatened against such Party that challenges, contests or questions the adoption or validity of the applicable Party's decision to enter into this Agreement or do the work contemplated thereby, that seeks to prohibit, restrain or enjoin such Party from complying with this Agreement, that affects or questions the validity or enforceability of this Agreement, or that challenges or affects the corporate existence of such Party or the titles of its officers. In the event that an action, suit, or proceeding impairs the CTGA or the Tribe's ability to perform its obligations under this Agreement, or holds that that the US Department of the Interior decision to take the Reservation lands into trust for the Tribe was invalid, the CTGA will be required to prepay its share of the Enterprise Substation and the Enterprise Transmission Line before the PUD is required to begin construction.

f. Except as disclosed in writing by the Tribe to the PUD, there is no litigation, proceeding, claim, or investigation or other legal or administrative proceeding (governmental or otherwise) pending or to the Party's actual knowledge, threatened against, by or relating to the Party, its assets, business, or method of doing business that would preclude the Party from entering into this Agreement or consummating the transactions contemplated by this Agreement.

g. Each Party hereto covenants and agrees to do all things necessary or advisable, including but not limited to the preparation, execution, delivery and recording of any instruments or agreements, in order to confirm and assure the intent and purposes of this Agreement.

h. The Tribe covenants that it will not take any action that limits the CTGA's authority/ability to perform any of the CTGA's obligations under this Agreement. In the event that the Tribe violates this commitment, or the CTGA is unable to perform its contractual obligations herein for any reason, the Tribe will immediately assume all performance obligations and liabilities of the CTGA outlined in this Agreement.

i. The Tribe covenants that the Tribe's Resolution 11-01 (Cowlitz Tribal Gaming Authority) and any other resolution or ordinance necessary to for the Tribe or the CTGA to fulfill their obligations under this Agreement are in full force and effect.

16. Force Majeure

a. A Party shall not be in breach of this Agreement as a result of such Party's failure to perform its obligations under this Agreement when such failure is due to a Force Majeure event, to the extent that such Party, despite the exercise of reasonable due diligence, is unable to remove or address such Force Majeure event.

b. "Force Majeure Event" means any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement (other than obligations to make payments when due), and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite reasonable attempts to avoid, mitigate, or remedy, and shall include acts of God, war, civil insurrections, acts of terrorism or sabotage, equipment failure, acts of any governmental authority after the date of this Agreement, strikes and other labor difficulties, and other events or circumstances beyond the reasonable control of such Party.

c. Each Party shall notify the other as soon as practicable of any Force Majeure event that may impair performance under this Agreement.

d. A Force Majeure event shall not relieve a Party of its obligation to pay money when due pursuant to this Agreement.

17. No Third-Party Beneficiaries. None of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.

18. Entire Agreement. This document sets forth the entire agreement between the Parties with regard to the subject matter contained herein and supersedes any and all prior agreements with respect to the subject matter of this Agreement.

19. Recording. In order to meet the filing requirements of RCW 39.34.040, each Party will post this Agreement on their public website upon execution.

Executed and delivered as of the date first written above in Clark County, Washington.

COWLITZ TRIBAL GAMING
AUTHORITY

By:


Lowell E. Bridges, Chairman


COWLITZ INDIAN TRIBE

By:


William Iyall, Chairman

PUBLIC UTILITY DISTRICT #1 OF
CLARK COUNTY

By:


Wayne Nelson, General
Manager/CEO

APPROVED AS TO FORM:

By:


Ed Fleisher/CTGA & Tribe Legal Counsel

By:


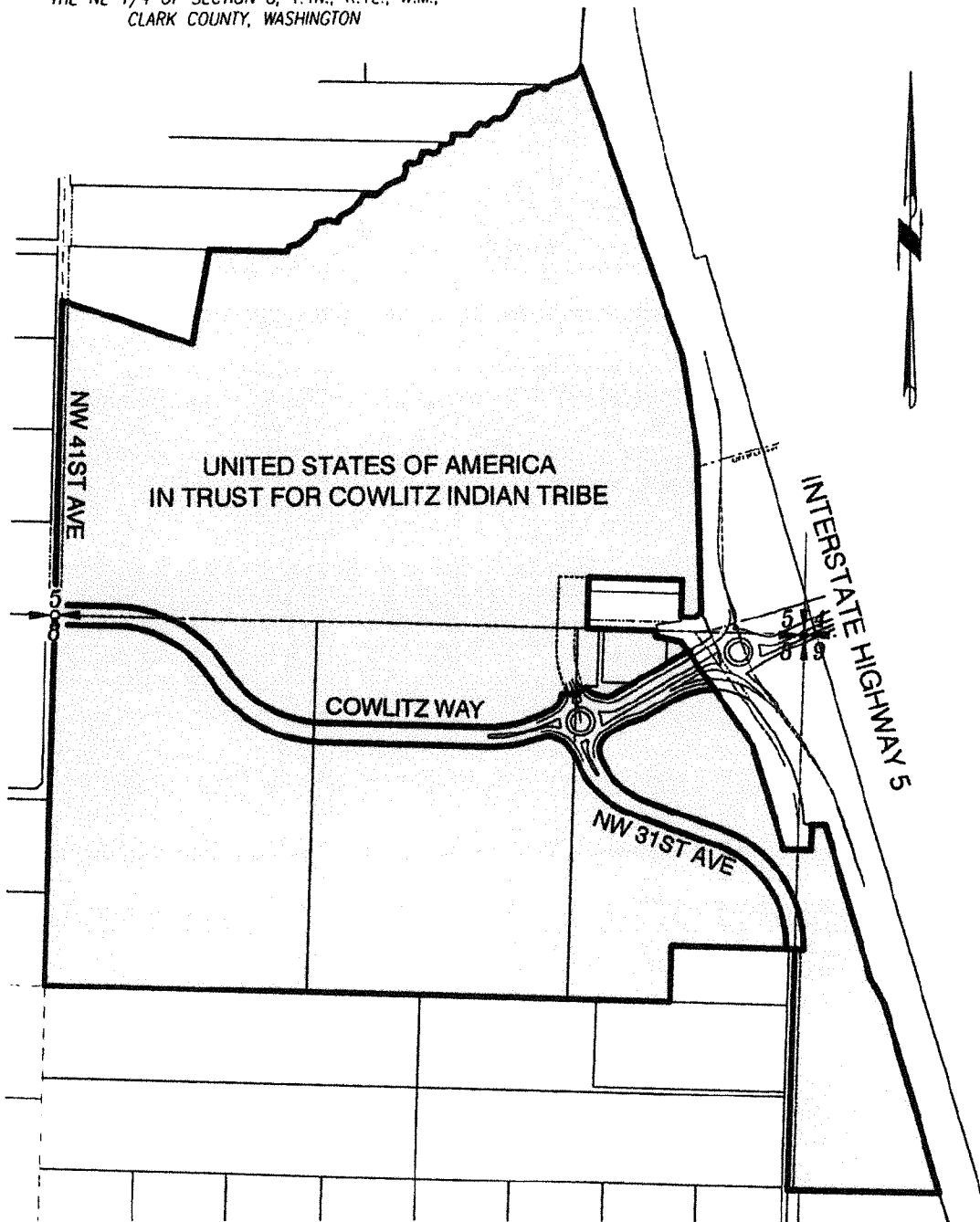

John Eldridge/PUD Legal Counsel

EXHIBIT "A"
MAP OF RESERVATION PROPERTY

IN THE SE 1/4, SECTION 5 AND NORTH 1/2 OF
THE NE 1/4 OF SECTION 8, T.4N., R.1E., W.M.,
CLARK COUNTY, WASHINGTON



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936
FILE: J:\DATA\2000\7700\7710\7714\SURVEY\LEGAL EXHIBITS\7714-EXHIBIT-A.dwg

EXHIBIT B

Distribution Line for Initial (Temporary) Power Service

The PUD will increase capacity of its existing Feeder #2 (the “Clark Feeder”) from Clark Substation to serve as the temporary power source for the Reservation until the Enterprise Substation comes online. Location of the Clark Feeder is shown on the attached map.

- Approximately 3.8 miles of existing overhead line will be upgraded with 795AAC wire and taller and/or stronger poles and framing attachments where required to support the new wire.
- Approximately 0.4 miles of existing underground segments of this line will be upgraded by addition of a second set of 1000kcm underground cable in parallel to the existing cables.
- The PUD will acquire materials and contract labor for the upgrade.
- The Reservation’s load cannot exceed 6 MVA when connected to this distribution line (Clark Feeder).
- This line will be disconnected once the permanent source is energized from the Enterprise Substation (see Exhibit C).

Cost of Upgrade	\$1,900,000
PUD’s share for maintenance replacement of aging poles	<u>(\$ 250,000)</u>

CTGA’s share for capacity increase necessary to serve the Reservation \$1,650,000*

*Sales tax will be added where applicable.

Payment of the CTGA’s share is to be made to the PUD prior to the start of construction of the line upgrades on the Clark Feeder.

The PUD will credit the CTGA \$500,000 for the vacated capacity on the Clark Feeder at the time the CTGA’s electrical service is transferred to the permanent Enterprise Substation feed. Reimbursement will take the form of a credit against the CTGA’s share of the Enterprise Substation cost.

See attached map marked as Exhibit B1.

EXHIBIT B-1

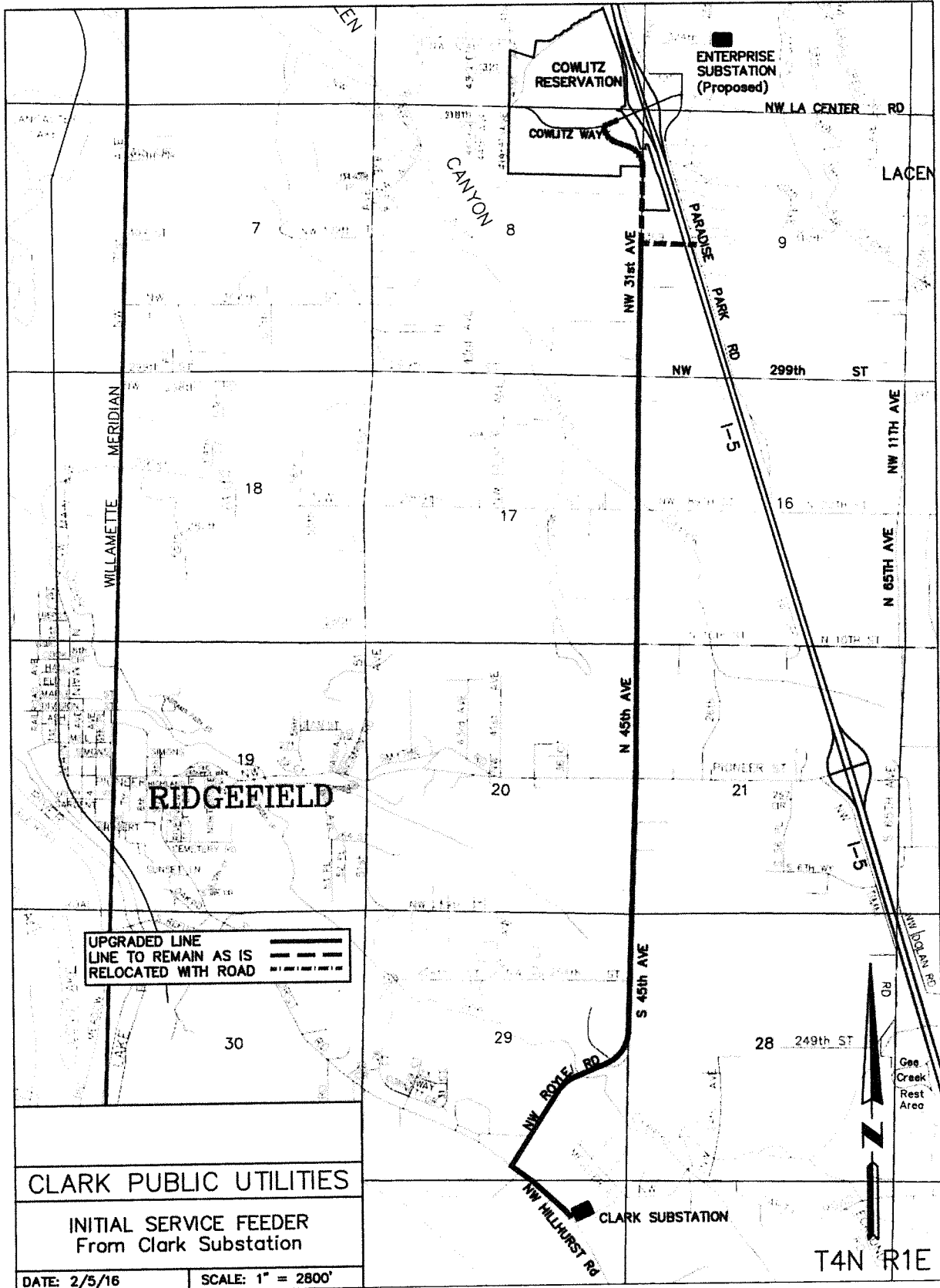


EXHIBIT C

Enterprise Substation

The PUD will design and construct a new substation ("Enterprise Substation") on property presently owned by the utility and zoned for such use.

- Site address: 32405 NW 324th Avenue, La Center, WA.
- Transmission source: PUD 115 kV transmission system on new radial line originating at Union Ridge Substation.
- Distribution Capacity: 30 MVA transformer
- Distribution voltage: 11850Y/6840 Volt (12470Y/7200 Volt nameplate, tapped at 95%)
- PUD to design, permit, supply materials and contract labor for substation construction.

Capacity reserved for the CTGA equals the estimated sum of peak demand for metered electrical loads serving the Reservation. The projected electrical load at the Reservation is 9.5 MVA (Estimated peak utility demand for the Reservation including Phase I plus Phase II construction, as provided by the CTGA, Estimated Design Load v5 dated 10/27/15). The proportional cost share of the Substation is equal to the estimated percentage of total Substation capacity reserved for the CTGA.

Nominal station capacity:	30.0 MVA
Capacity reserved for CTGA:	9.5 MVA (31.7%)
Capacity for general PUD use:	20.5 MVA (68.3%)

Cost of Substation:	\$4,200,000
PUD cost share (68.3%):	<u>(\$2,868,600)</u>
CTGA cost share (31.7%):	\$1,331,400*

*Sales tax will be added where applicable.

CTGA will make a payment in the amount of \$500,000 on March 31, 2017, or when the PUD puts this project out to bid, whichever is later.

Final payment to be made by CTGA upon completion of Substation construction \$831,400**

** The credit referenced in Exhibit B will be applied at time of final payment.

See attached map marked as Exhibit C1.

Exhibit C-1

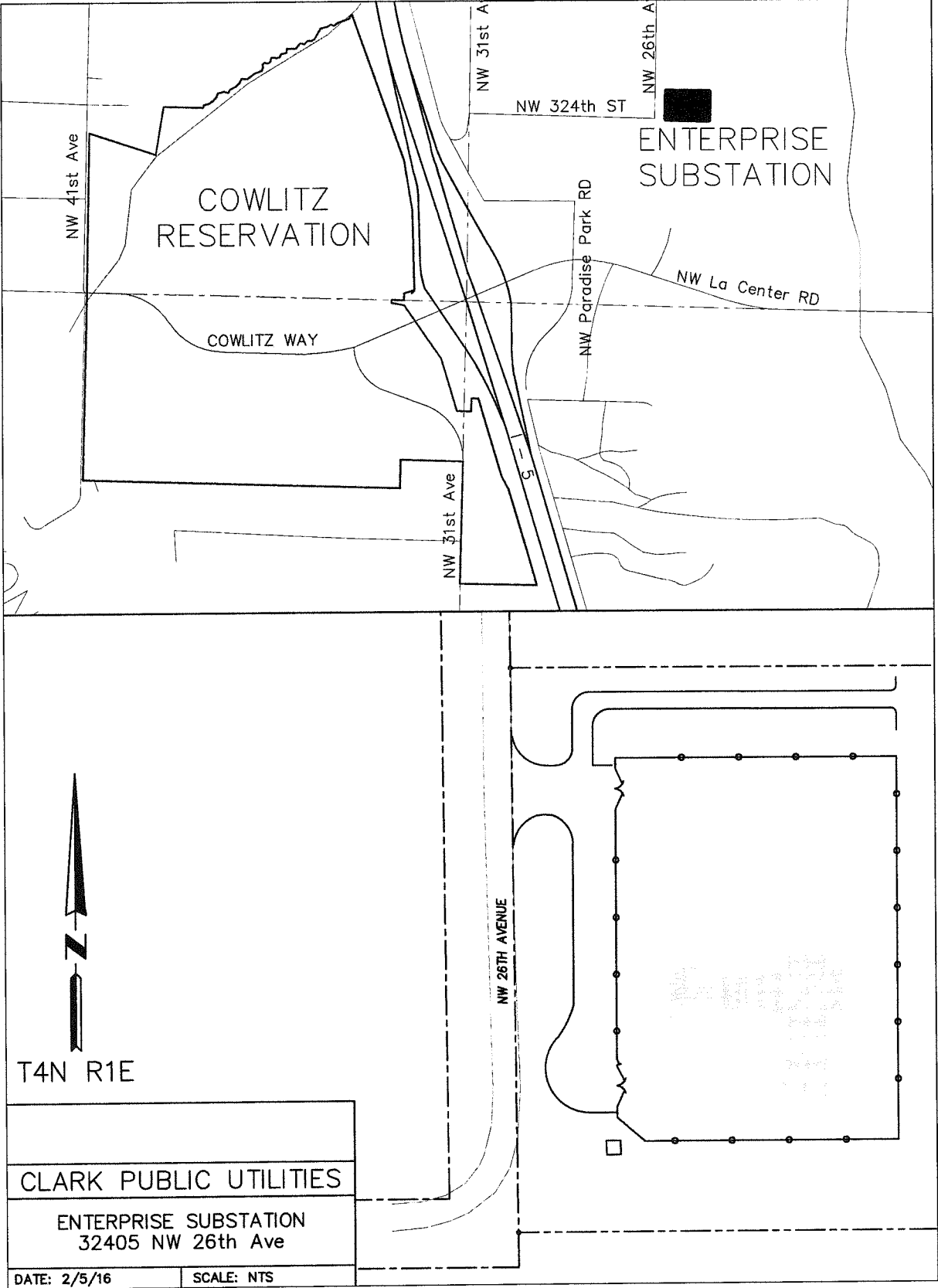


EXHIBIT D

Enterprise Transmission Line

The PUD will design and construct an overhead transmission line to serve Enterprise Substation. Location of the line is shown on the attached map.

- The transmission line will be a radial overhead line connected to the PUD transmission system at Union Ridge Substation.
- Length 4.9 miles.
- Transmission voltage: 115 kVolt
- Transmission Conductor size: 795AAC (three conductors).
- Support structures: Wood and/or steel mono poles capable of supporting an additional distribution line and multiple communication lines.
- The PUD will design, permit, acquire right of way, supply materials, and contract labor for construction of the line.
- This estimate assumes: 1) The existing overhead distribution line that exists along the transmission line route can be transferred to the new transmission poles (the City of Ridgefield may not allow this and the distribution line within the city limits may need to be undergrounded at an additional cost for which the CTGA will be responsible for its proportional share) and 2) The transmission line is built using overhead construction (the PUD will not be responsible for any costs associated with undergrounding this line).

Cost of Transmission Line:	\$4,711,600
PUD cost share (68.3%):	<u>(\$3,218,023)</u>
CTGA cost share (31.7%):	\$1,493,577*

*Sales tax will be added where applicable.

The CTGA will pay half of its share (\$746,788.50) to the PUD prior to switching over the Reservation's electrical service to the permanent distribution line (described Exhibit E) and at the same time as the final Substation payment is made (as described in Exhibit C). The remaining unpaid balance will be subject to interest at 3.5% per annum. The other half owed by the CTGA for this project, plus interest and any taxes, will become due six months after the first payment.

See attached map marked as Exhibit D1.

[illegible]

EXHIBIT E

Distribution Line to Serve CTGA Property (permanent service)

The PUD will design an underground distribution line dedicated to serve the Reservation.

- The underground line will originate at a breaker in the Enterprise Substation and end at the service point of delivery.
- Length: approximately 0.8 miles.
- Conductor size: 1000kcm Aluminum jacketed 15kV underground cables in PVC conduit with a spare set of conduits.
- Capacity as installed: 9.2 MVA.
- Distribution voltage: 11850Y/6840 Volt (12470Y/7200 Volt nameplate, tapped at 95%)
- Service Point of Delivery: Line side terminals of a CTGA-owned primary meter-main cabinet located adjacent to NW La Center Road.
- The PUD will provide design up to delivery point. The PUD will provide and install a primary switch, 1000kcm cables, and terminations. The electric meter, including instrument transformers, will be provided and installed by the PUD in CTGA's meter-main cabinet.
- The CTGA's contractor will provide and install conduit, vaults, and enclosures. Ownership of this equipment will transfer to the PUD once it is energized.
- The CTGA's contractor will provide and install a primary voltage meter-main cabinet with a utility meter section. The CTGA will retain ownership of the meter-main cabinet.
- The CTGA will provide design of service feeders and service equipment downstream of the primary meter. The CTGA's contractor will provide and install these service feeders and the service equipment.
- The PUD will provide electrical service to a pump station and wastewater treatment plant located on the Reservation, which may be served from a different distribution source.
- The CTGA's contractor will provide and install conduit, enclosures, transformers, and 1/0 cables related to these distribution services. Ownership of this equipment will transfer to the PUD once they are energized.

The CTGA will pay all costs associated with the construction of this distribution line. The CTGA will prepay for these costs before the PUD begins construction on its portion of the distribution line.

Cost of PUD provided work and equipment:

\$280,349*

*Sales tax will be added where applicable.

EXHIBIT F

Distribution Line Relocation

The existing distribution lines are to be relocated with the CTGA's realignment of NW 319th St, NW 31st Ave, La Center Rd. and Paradise Park Rd. Relocated distribution lines are to be installed underground.

- The PUD will design relocated lines with taps to serve adjacent properties.
- The CTGA's contractor will provide and install conduit, vaults, enclosures, transformers and 1/0 cables with terminations. Ownership of this equipment will transfer to the PUD once it is energized.
- The PUD will provide and install primary switches, 1000kcm cables and terminations.
- The PUD will remove existing overhead wires, equipment, and poles (not including communication lines owned by others) after the new underground lines are energized.

The CTGA will pay all costs associated with the relocation of the distribution lines. The CTGA will prepay the PUD for its costs associated with the PUD's portion of the relocation before the PUD begins construction.

Cost of PUD provided work and equipment:

NW 319th St. /NW 31st Ave	\$315,178
---------------------------	-----------

NW La Center Rd. /Paradise Park Rd	<u>\$251,618</u>
------------------------------------	------------------

Estimated total for PUD relocation	\$566,796
------------------------------------	-----------

Amount PUD will contribute toward line upgrade	<u>(\$109,970)</u>
------------------------------------------------	--------------------

Remaining amount paid by the CTGA	\$456,826*
-----------------------------------	------------

*Sales tax will be added where applicable.

EXHIBIT G

BIA TAAMS No. _____
Allotment No(s). _____
Tribal Tract No(s). _____

**UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
Agency Name and Address**

GRANT OF RIGHT-OF-WAY

The United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, _____ (agency), _____ (address) for, and on behalf, with the consent of: _____ (Tribe or Landowner(s)) (the GRANTOR), under authority contained and under the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328); and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, does hereby grant to: _____ (applicant name) _____, of _____ (address) _____ (the GRANTEE).

1. GRANT. In consideration of: \$1.00, paid to the (Tribe, Indian landowners, or BIA), by ____ (date the right-of-way is granted or negotiated date), the GRANTOR does hereby grant to GRANTEE, its successors and assigns, including joint users, a right of way, together with the right of ingress and egress for the purpose of installing constructing, erecting, altering, repairing, maintaining and operating thereon and therein an electric system, facilities and appurtenances including communication and service conductors with surface-mounted transformer(s), and appurtenances necessary thereto, together with the right and easement to tap into said facilities to serve adjacent and/or adjoining lands, in, on, over, under and across the lands in Clark County, Washington, described as follows:

Legal Description:

This right-of-way is limited to and more particularly described to be (acres) in area, as shown on Exhibit A, attached hereto, and made a part hereof.

2. TERM. This right-of-way is for a term of (term of right-of-way, (if needed, include renewal terms or beginning date)) so long as the right-of-way is used for the purpose above specified; PROVIDED, that this right-of-way may be cancelled by the Tribe and Grantee under any negotiated remedies identified in section 13 (25 CFR 169.403) and/or in whole or in part by the GRANTOR (25 CFR 169.404) or for any of the following causes upon 30 days written notice, and failure of the GRANTEE within said notice period to correct the basis for cancellation (25 CFR 169.405):

- A. Failure to comply with any term or condition of the Grant, or the applicable regulations.
- B. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).
- C. (where applicable) Any conditions or restrictions set out in Tribal Resolution No. _____, dated _____.

3. MITIGATION MEASURES. (25 CFR 169.123) The GRANTEE agrees to comply with mitigation measures or conditions described to protect the environmental, biological, and cultural resources within the right-of-way as defined in the environmental compliance documentation.

4. RESERVATION OF JURISDICTION. (25 CFR 169.10, 169.125) The tribe maintains its existing jurisdiction over the land, activities, and persons within the right-of-way and this grant does not diminish to any extent: (a) the tribe's power to tax the land, any improvements on the land, or any person or activity within, the right-of-way; (b) the tribe's authority to enforce tribal law of general or particular application on the land subject to and within the right-of-way, as if there were no grant of right-of-way; (c) the tribe's inherent sovereign power to exercise civil jurisdiction over non-members on Indian land; or (d) the character of the land subject to the right-of-way as Indian country under 18 U.S.C. 1151.

5. LAWS. (25 CFR 169.9) GRANTEE shall comply with all applicable federal and tribal law.

6. REGULATORY PROVISIONS. (25 CFR 169.125):

1. On tribal land, the tribe has the right to reasonable access to the lands subject to the grant to determine GRANTEE's compliance with consent conditions or to protect public health and safety;
2. The GRANTEE has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant;
3. BIA may treat any provision of a grant that violates Federal law as a violation of the grant;
4. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the GRANTEE will contact BIA and the tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.
5. GRANTEE must:
 - (i) Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;
 - (ii) Pay promptly all damages and compensation, in addition to bond or alternative form of security made pursuant to §169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the project;
 - (iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land if agreed to by the landowners;
 - (iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;
 - (v) Comply with all applicable laws and obtain all required permits;
 - (vi) Not commit waste;
 - (vii) Operate, repair and maintain improvements consistent with the right-of-way grant;
 - (viii) Build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;
 - (ix) Restore the land to its original condition, as much as reasonably possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;

- (x) At all times keep the BIA, and the tribe for tribal land, informed of the grantee's address;
 - (xi) Refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;
 - (xii) Comply with the following due diligence requirements: N/A
 - (xiii) Notify the BIA, and the tribe for tribal land, if it files for bankruptcy or is placed in receivership.
6. Unless GRANTEE would be prohibited by law from doing so, GRANTEE must also:
- (i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises; and
 - (ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.

7. ENCROACHMENT (25 CFR 169.128). The Grantee may not unreasonably withhold its consent for a new right-of-way within its existing right-of-way that does not interfere with the use or purpose of its right-of-way.

8. PERMANENT IMPROVEMENTS (25 CFR 169.130). _____ shall be the owner of any permanent improvements constructed during the term of the Grant and said permanent improvements, appurtenances, fixtures and equipment placed within the right-of-way shall be removed or an option for landowner to take possession of and title to the permanent improvements or as otherwise negotiated.

9. AMENDMENT. This grant may not be amended except as provided in 25 CFR 169.204 - 169.206.

10. ASSIGNMENT (25 CFR 169.207). This grant (may/may not) be assigned (with/without) applicable consent and BIA approval and within 30 days, a copy of the assignment and supporting documents will be sent to BIA for recording in the LTRO.

11. MORTGAGE (25 CFR 169.210). This grant (may/may not) be mortgaged (with/without) applicable consent and BIA approval and within 30 days, a copy of the mortgage and supporting documents will be sent to BIA for recording in the LTRO. (Enter other terms and conditions, if applicable).

12. EFFECTIVE DATE (25 CFR 169.301). Grant will be effective on the date it is approved. The grantee's obligations are triggered on (date) (if applicable).

13. REMEDIES (25 CFR 169.403). Any disputes regarding violations, abandonment, or non-use may be addressed as set forth below, (list remedies, where applicable), and in accordance with 25 CFR 169.403

14. BINDING EFFECT. The condition for this grant shall extend to and be binding upon and shall inure to the benefit of the successors of the GRANTEE.

15. ADDITIONAL CONDITIONS OR RESTRICTIONS. This grant incorporates by reference the conditions or restrictions set out in GRANTOR's consents, attached here.

IN WITNESS WHEREOF, GRANTOR, pursuant to the delegated authority found in 209 DM 8, 230 DM 1, and 3 IAM 4 and supplements thereto (or applicable delegation of authority), is granting and executing this grant of easement on this _____ day of _____ (month), 20__.

UNITED STATES OF AMERICA

BY _____
U.S. Department of the Interior
Bureau of Indian Affairs
Northwest Regional Director

A C K N O W L E D G E M E N T

STATE OF _____:

: ss.

COUNTY OF _____:

Subscribed and sworn to before me this ____ day of _____, 20____.

Signature of Notary Public

My commission expires _____, 20____.



LAND SURVEYORS
ENGINEERS
(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

EXHIBIT G /
LEGAL DESCRIPTION FOR UTILITY EASEMENT
PORTION OF ASSESSOR'S PARCEL NO.'S
210122-000, 211002-000, 211003-000, 211005-000, 211035-000 & 211218-000

May 20, 2016

A parcel of land, lying in a portion of the South half of the Southeast quarter of Section 5 and the North half of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to the United States of America in Trust for the Cowlitz Indian Tribe, recorded under Auditor's File No. 5153315 D, recorded March 10, 2015, described as follows:

COMMENCING at the Northeast corner of the Northeast quarter of said Section 8;

THENCE South $01^{\circ} 37' 30''$ West, along the East line of said Northeast quarter, a distance of 203.75 feet;

THENCE leaving said East line, North $88^{\circ} 22' 30''$ West, a distance of 312.34 feet to a point on the West line of "County Road No. 25" as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965 and conveyed to Clark County, Washington recorded under Auditor's File No. 8312070093, recorded December 7, 1983, records of said county and annexed to the City of La Center under Ordinance No. 2011-03, and a point on a non-tangent 249.00 foot radius curve to the left, said point also being the TRUE POINT OF BEGINNING;

THENCE along said 249.00 foot radius curve to the left (the long chord of which bears South $84^{\circ} 26' 50''$ West, a distance of 64.37 feet), an arc distance of 64.55 feet;

THENCE South $64^{\circ} 37' 22''$ West, a distance of 81.40 feet;

THENCE South $59^{\circ} 32' 14''$ West, a distance of 60.45 feet;

THENCE South $30^{\circ} 16' 51''$ East, a distance of 9.50 feet;

THENCE South $59^{\circ} 43' 09''$ West, a distance of 65.00 feet;

THENCE North $30^{\circ} 16' 51''$ West, a distance of 11.83 feet;

THENCE South $61^{\circ} 40' 44''$ West, a distance of 125.88 feet to a point on a non-tangent 64.48 foot radius curve to the left;

THENCE along said 64.48 foot radius curve to the left (the long chord of which bears South 21° 18' 23" West, a distance of 79.75 feet), an arc distance of 85.97 feet;

THENCE South 28° 58' 51" East, a distance of 42.08 feet to a point on a non-tangent 225.00 foot radius curve to the left;

THENCE along said 225.00 foot radius curve to the left (the long chord of which bears South 48° 55' 04" East, a distance of 158.46 feet), an arc distance of 161.93 feet;

THENCE South 69° 32' 07" East, a distance of 141.85 feet;

THENCE South 69° 28' 52" East, a distance of 159.61 feet to a point on a non-tangent 470.20 foot radius curve to the right;

THENCE along said 470.20 foot radius curve to the right (the long chord of which bears South 42° 08' 03" East, a distance of 399.09 feet), an arc distance of 412.15 feet;

THENCE South 88° 26' 43" East, a distance of 23.23 feet to a point 36.00 feet East of, when measured perpendicular to, the East line of said Northeast quarter of Section 8;

THENCE South 01° 37' 30" West, parallel with and 36.00 feet East of said line, a distance of 926.93 feet;

THENCE South 89° 00' 25" East, a distance of 59.34 feet;

THENCE North 01° 44' 24" East, a distance of 134.65 feet;

THENCE North 90° 00' 00" East, a distance of 10.06 feet;

THENCE South 01° 45' 48" West, a distance of 144.83 feet;

THENCE North 89° 01' 22" West, a distance of 69.32 feet to a point 36.00 feet East of, when measured perpendicular to, the East line of said Northeast quarter of Section 8;

THENCE South 01° 37' 30" West, parallel with and 36.00 feet East of said line, a distance of 65.65 feet to the South line of the North half of the Southwest quarter of the Northwest quarter of said Section 9;

THENCE North 88° 30' 59" West, along said South line, a distance of 36.00 feet to said East line of the Northeast quarter of Section 8;

THENCE North $01^{\circ} 37' 30''$ East, along said East line, a distance of 858.83 feet to the Northeast corner of that tract of land conveyed to Gale Foresman, recorded under Auditor's File No. 9302110005, records of said county;

THENCE North $88^{\circ} 07' 39''$ West, along the North line of said Foresman parcel, a distance of 30.00 feet to a point on a non-tangent 380.00 foot radius curve to the left;

THENCE along said 380.00 foot radius curve to the left (the long chord of which bears North $33^{\circ} 57' 59''$ West, a distance of 442.32 feet), an arc distance of 472.10 feet;

THENCE North $69^{\circ} 33' 26''$ West, a distance of 322.44 feet to a point on a 330.00 foot radius curve to the right;

THENCE along said 330.00 foot radius curve to the right (the long chord of which bears North $46^{\circ} 05' 37''$ West, a distance of 262.79 feet), an arc distance of 270.28 feet to a point on a 281.00 foot radius curve to the left;

THENCE along said 281.00 foot radius curve to the left (the long chord of which bears North $30^{\circ} 46' 14''$ West, a distance of 79.58 feet), an arc distance of 79.85 feet to a point on a 31.00 foot radius curve to the left;

THENCE along said 31.00 foot radius curve to the left (the long chord of which bears North $51^{\circ} 40' 04''$ West, a distance of 13.69 feet), an arc distance of 13.80 feet;

THENCE North $64^{\circ} 25' 28''$ West, a distance of 30.03 feet to a point on a 61.00 foot radius curve to the left;

THENCE along said 61.00 foot radius curve to the left (the long chord of which bears North $86^{\circ} 59' 13''$ West, a distance of 46.81 feet), an arc distance of 48.04 feet;

THENCE South $71^{\circ} 47' 07''$ West, a distance of 26.30 feet to a point on a 475.00 foot radius curve to the right;

THENCE along said 475.00 foot radius curve to the right (the long chord of which bears South $81^{\circ} 48' 23''$ West, a distance of 165.31 feet), an arc distance of 166.16 feet;

THENCE North $88^{\circ} 10' 20''$ West, a distance of 596.01 feet to a point on a 475.00 foot radius curve to the right;

THENCE along said 475.00 foot radius curve to the right (the long chord of which bears North 59° 54' 59" West, a distance of 449.74 feet), an arc distance of 468.50 feet;

THENCE North 31° 39' 39" West, a distance of 7.95 feet to a point on a 390.00 foot radius curve to the left;

THENCE along said 390.00 foot radius curve to the left (the long chord of which bears North 59° 54' 59" West, a distance of 369.26 feet), an arc distance of 384.66 feet, to a point hereinafter referred to as "Point A", said point being 35.00 feet Southerly of, when measured perpendicular to, the North line of the Northeast quarter of said Section 8;

THENCE North 88° 10' 20" West, parallel with and 35.00 feet from said North line, a distance of 223.56 feet to the West line of said Northeast quarter;

THENCE North 01° 29' 12" East, along said West line, a distance of 35.00 feet to the quarter corner common to said Sections 5 and 8;

THENCE North 01° 04' 56" East, along the West line of the Southeast quarter of said Section 5, a distance of 1115.39 feet to the South line of that parcel conveyed to John F. Anderson by deed recorded under Auditor's File No. F38759, records of said county;

THENCE South 71° 27' 38" East, along said South line, a distance of 20.97 feet to a point 20.00 feet East of said West line when measured perpendicular thereto;

THENCE South 01° 04' 56" West, parallel with said West line, a distance of 1074.36 feet to a point 35.00 feet North of the South line of said Southeast quarter of Section 5, when measured perpendicular thereto;

THENCE South 88° 10' 20" East, parallel with and 35.00 feet Northerly of the South line of said Southeast quarter, a distance of 204.22 feet to a point which bears North 01° 49' 40" East, a distance of 70.00 feet from said "Point A", said point also being on a 460.00 foot radius curve to the right;

THENCE along said 460.00 foot radius curve to the right (the long chord of which bears South 76° 30' 07" East, a distance of 186.10 feet), an arc distance of 187.39 feet to a point on a non-tangent 895.92 foot radius curve to the right;

THENCE along said 895.92 foot radius curve to the right (the long chord of which bears South 70° 23' 45" East, a distance of 112.51 feet), an arc distance of 112.58 feet to a point on a non-tangent 204.68 foot radius curve to the right;

THENCE along said 204.68 foot radius curve to the right (the long chord of which bears South 55° 03' 55" East, a distance of 71.02 feet), an arc distance of 71.38 feet;

THENCE North 66° 06' 39" East, a distance of 9.80 feet;

THENCE South 23° 53' 21" East, a distance of 15.00 feet;

THENCE South 66° 06' 39" West, a distance of 8.40 feet;

THENCE South 24° 21' 01" East, a distance of 49.81 feet to a point on a non-tangent 397.47 foot radius curve to the left;

THENCE along said 397.47 foot radius curve to the left (the long chord of which bears South 57° 47' 08" East, a distance of 411.78 feet), an arc distance of 432.85 feet to a point on a non-tangent 2751.14 foot radius curve to the right;

THENCE along said 2751.14 foot radius curve to the right (the long chord of which bears South 87° 33' 34" East, a distance of 215.72 feet), an arc distance of 215.78 feet to a point on a non-tangent 1139.18 foot radius curve to the left;

THENCE along said 1139.18 foot radius curve to the left (the long chord of which bears South 86° 13' 35" East, a distance of 43.82 feet), an arc distance of 43.83 feet;

THENCE South 88° 11' 04" East, a distance of 294.95 feet to a point on a non-tangent 656.95 foot radius curve to the left;

THENCE along said 656.95 foot radius curve to the left (the long chord of which bears North 81° 09' 45" East, a distance of 237.09 feet), an arc distance of 238.40 feet;

THENCE North 72° 41' 30" East, a distance of 6.36 feet;

THENCE North 62° 16' 33" East, a distance of 19.31 feet to a point on a non-tangent 61.00 foot radius curve to the left;

THENCE along said 61.00 foot radius curve to the left (the long chord of which bears North 29° 58' 37" East, a distance of 63.11 feet), an arc distance of 66.33 feet;

THENCE South 88° 10' 20" East, a distance of 46.95 feet;

THENCE North 58° 51' 59" East, a distance of 45.37 feet;

THENCE South $34^{\circ} 09' 04''$ East, a distance of 7.30 feet to a point on a 50.00 foot radius curve to the left;

THENCE along said 50.00 foot radius curve to the left (the long chord of which bears South $55^{\circ} 37' 47''$ East, a distance of 36.62 feet), an arc distance of 37.49 feet;

THENCE South $77^{\circ} 06' 30''$ East, a distance of 21.76 feet to a point on a non-tangent 436.15 foot radius curve to the left;

THENCE along said 436.15 foot radius curve to the left (the long chord of which bears North $70^{\circ} 45' 22''$ East, a distance of 83.29 feet), an arc distance of 83.41 feet;

THENCE North $59^{\circ} 43' 09''$ East, a distance of 260.16 feet to a point on the West line of said "County Road No. 25", said point bears North $34^{\circ} 20' 17''$ West, from the TRUE POINT OF BEGINNING;

THENCE South $34^{\circ} 20' 17''$ East, along said West line, a distance of 165.61 feet to the TRUE POINT OF BEGINNING.

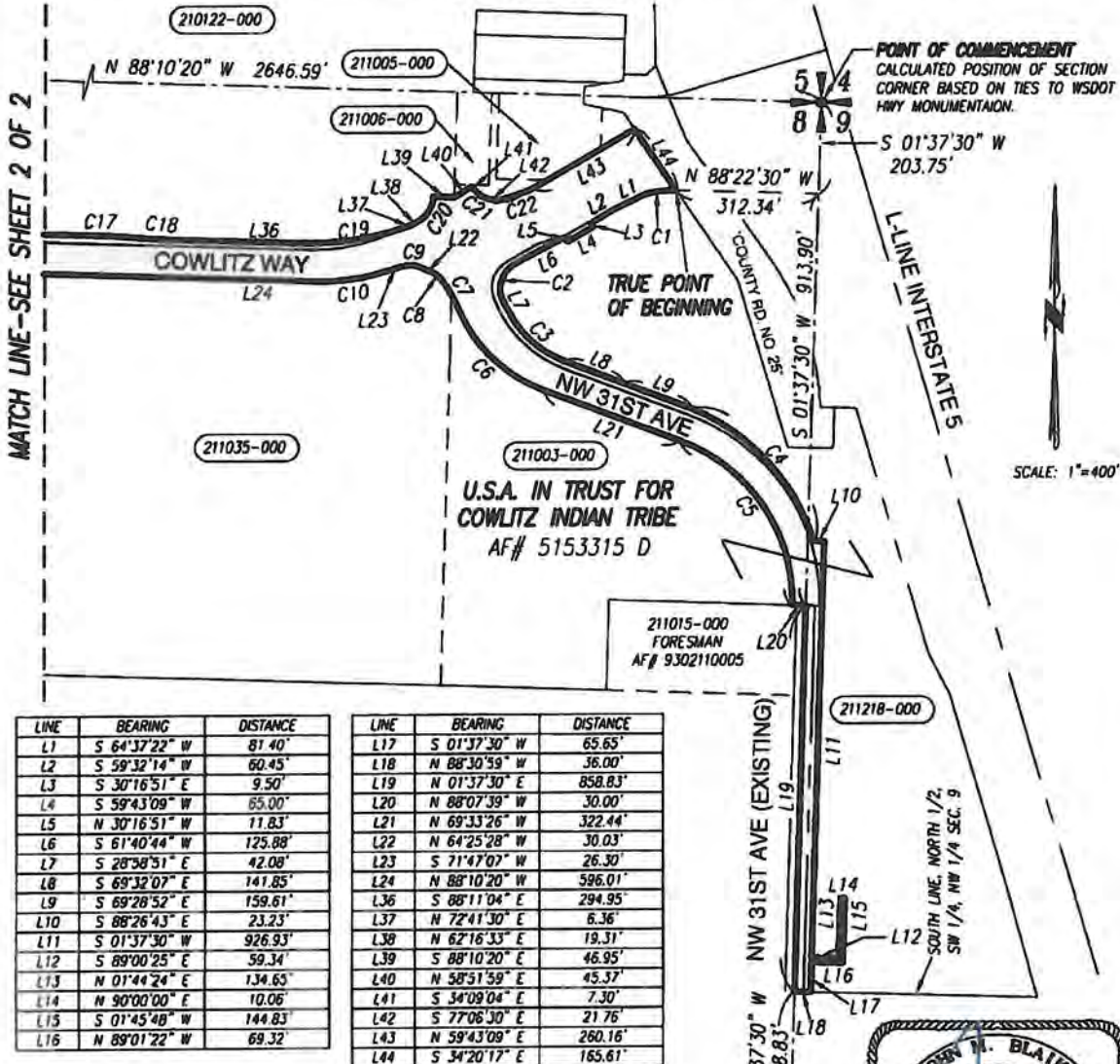
Containing 384,292 square feet or 8.822 acres, more or less.



05/23/16

EXHIBIT G-1
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR CLARK PUBLIC UTILITY EASEMENT

A PORTION OF ASN 211002-000, 211003-000, 211035-000 & 211218-000
 IN THE NORTH 1/2 OF THE NE 1/4, SECTION 8 AND NORTH 1/2 OF THE NW 1/4 OF SECTION 9, T.4N., R.1E., W.M.,
 CLARK COUNTY, WASHINGTON



LINE	BEARING	DISTANCE
L1	S 64°37'22" W	81.40'
L2	S 59°32'14" W	60.45'
L3	S 30°16'51" E	9.50'
L4	S 59°43'09" W	65.00'
L5	N 30°16'51" W	11.83'
L6	S 61°40'44" W	125.88'
L7	S 28°58'51" E	42.08'
L8	S 69°32'07" E	141.85'
L9	S 69°28'52" E	159.61'
L10	S 88°26'43" E	23.23'
L11	S 01°37'30" W	926.93'
L12	S 89°00'25" E	59.34'
L13	N 01°44'24" E	134.65'
L14	N 90°00'00" E	10.06'
L15	S 01°45'48" W	144.83'
L16	N 89°01'22" W	69.32'

LINE	BEARING	DISTANCE
L17	S 01°37'30" W	65.65'
L18	N 88°30'59" W	36.00'
L19	N 01°37'30" E	858.83'
L20	N 88°07'39" W	30.00'
L21	N 69°33'26" W	322.44'
L22	N 64°25'28" W	30.03'
L23	S 71°47'02" W	26.30'
L24	N 88°10'20" W	596.01'
L36	S 88°11'04" E	294.95'
L37	N 72°41'30" E	6.36'
L38	N 62°16'33" E	19.31'
L39	S 88°10'20" E	46.95'
L40	N 58°51'59" E	45.37'
L41	S 34°08'04" E	7.30'
L42	S 77°06'30" E	21.76'
L43	N 59°43'09" E	260.16'
L44	S 34°20'17" E	165.61'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	14°51'15"	249.00'	64.55'	S 84°26'50" W	64.37'
C2	76°23'19"	64.48'	85.97'	S 21°18'23" W	79.75'
C3	41°14'06"	225.00'	161.93'	S 48°55'04" E	158.46'
C4	50°13'23"	470.20'	412.15'	S 42°08'03" E	399.09'
C5	71°10'54"	380.00'	472.10'	N 33°57'59" W	442.32'
C6	46°55'37"	330.00'	270.28'	N 46°05'37" W	262.79'
C7	16°16'50"	281.00'	79.85'	N 30°46'14" W	79.58'
C8	25°30'49"	31.00'	13.80'	N 51°40'04" W	13.69'
C9	45°07'30"	61.00'	48.04'	N 86°59'13" W	46.81'
C10	20°02'34"	475.00'	166.16'	S 81°48'23" W	165.31'
C17	4°29'38"	2751.14'	215.78'	S 87°33'34" E	215.72'
C18	2°12'16"	1139.18'	43.83'	S 86°13'35" E	43.82'
C19	20°47'30"	656.95'	238.40'	N 81°09'45" E	237.09'
C20	62°17'52"	61.00'	66.33'	N 29°58'37" E	63.11'
C21	42°57'25"	50.00'	37.49'	S 55°37'47" E	36.62'
C22	10°57'29"	436.15'	83.41'	N 70°45'22" E	83.29'

FOUND AND HELD 4" BRASS
 CAP WITH PUNCH IN CASE
 WITH COVER AS SHOWN IN
 R.O.S. BK. 56, PG. 193.



OLSON LAND SURVEYORS
ENGINEERS
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
 1-360-685-1325
 1-360-293-8836

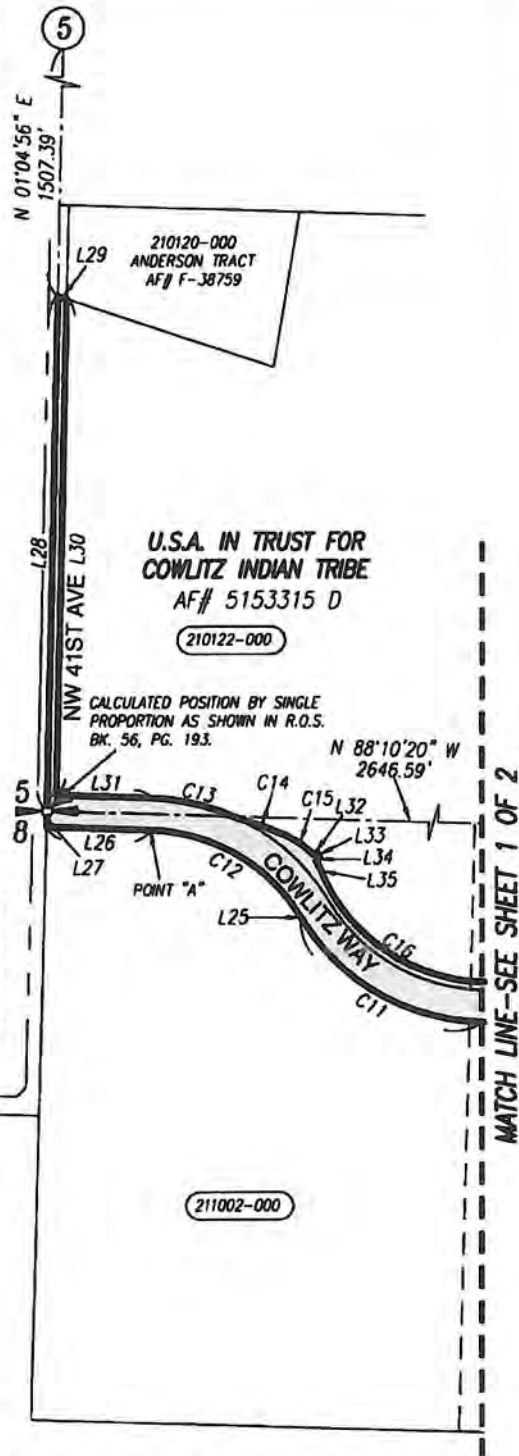
EXHIBIT G-1
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR CLARK PUBLIC UTILITY EASEMENT

A PORTION OF ASN 211002-000, 211003-000, 211035-000 & 211218-000
 IN THE NORTH 1/2 OF THE NE 1/4, SECTION 8 AND NORTH 1/2 OF THE
 NW 1/4 OF SECTION 9, T.4N., R.1E., W.M.,
 CLARK COUNTY, WASHINGTON



LINE	BEARING	DISTANCE
L25	N 31°39'39" W	7.95'
L26	N 88°10'20" W	223.56'
L27	N 01°29'12" E	35.00'
L28	N 01°04'56" E	1115.39'
L29	S 71°27'38" E	20.97'
L30	S 01°04'56" W	1074.36'
L31	S 88°10'20" E	204.22'
L32	N 66°06'39" E	9.80'
L33	S 23°53'21" E	15.00'
L34	S 66°06'39" W	8.40'
L35	S 24°21'01" E	49.81'

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C11	56°30'41"	475.00'	468.50'	N 59°54'59" W	449.74'
C12	56°30'41"	390.00'	384.66'	N 59°54'59" W	369.26'
C13	23°20'25"	480.00'	187.39'	S 76°30'07" E	186.10'
C14	7°11'59"	895.92'	112.58'	S 70°23'45" E	112.51'
C15	19°38'57"	204.68'	71.38'	S 55°03'55" E	71.02'
C16	62°23'49"	397.47'	432.85'	S 57°47'08" E	411.78'



OLSON LAND SURVEYORS
ENGINEERS
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

1-360-625-1305
 1-360-289-9235
 PAGE 2 OF 2

EXHIBIT H



Cowlitz Tribal Gaming Authority

Resolution No. 16-03

Short Title: Water and Electrical Utility Agreements

WHEREAS, the Cowlitz Indian Tribe is Acknowledged as a Sovereign Indian Nation by the United States Government; and

WHEREAS, the Tribal Council is the governing body of the Cowlitz Indian Tribe as authorized by the Tribe's Constitution and By-laws; and

WHEREAS, the Cowlitz Indian Tribe is the beneficial owner of land in Clark County, Washington, held in trust by the federal government and declared the Tribe's Initial Reservation by the United States of America; and

WHEREAS, the Cowlitz Tribal Gaming Authority (the "CTGA"), is an unincorporated governmental instrumentality of the Tribe, and a legally authorized occupant of a tract of Tribal land on the Cowlitz Indian Reservation, with the full authority to develop, construct, operate, manage and finance a gaming enterprise and associated hotel, resort and entertainment and related facilities owned by the Tribe; and

WHEREAS, the Management Board is the governing body of CTGA as authorized by the bylaws adopted by CTGA Resolution 15-03; and

WHEREAS, Public Utility District #1 of Clark County (the "PUD") is a Washington State public utility district that provides water and electrical utility services in the area in which the Reservation is located; and

WHEREAS, the Tribe and the CTGA wish to acquire water and power services from the PUD, construct certain infrastructure improvements, and pay costs and fees associated with these services; and

WHEREAS, the Parties agree it is in their best interests to enter into Intergovernmental Agreements pursuant to RCW Chapter 39.34 for these utility services; and

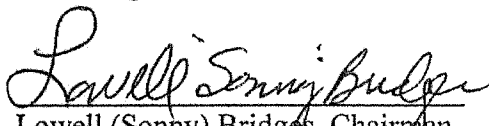
WHEREAS, the Parties agree that the CTGA will provide limited waivers of its sovereign immunity only to the extent necessary to enforce such Agreements; and

WHEREAS, the CTGA has reviewed the Intergovernmental Agreement with the PUD for Water Services, attached hereto as Exhibit A, and the the Intergovernmental Agreement with the PUD for Power Services, attached hereto as Exhibit B;

NOW, THEREFORE BE IT RESOLVED by the Management Board of the Cowlitz Tribal Gaming Authority that the CTGA hereby approves the attached Intergovernmental Agreements for Water and Power Services, grants limited waivers of sovereign immunity exclusively to the PUD under the terms and conditions set forth in the Agreements, and authorizes the Chairman of the CTGA to execute the Water and Power Service Agreements in a form substantially similar to the attached documents.

--- CERTIFICATION ---

The foregoing RESOLUTION was adopted May 7, 2016 at a duly called vote of the Cowlitz Tribal Gaming Authority by a vote of 3 for, 0, against, 1 absent, and 0 abstaining.


Lowell (Sonny) Bridges, Chairman

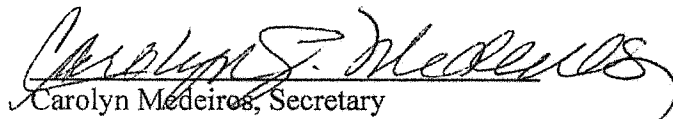

Carolyn Medeiros, Secretary



EXHIBIT H-1

Cowlitz Indian Tribe

Tribal Council Resolution 16-¹⁸
Short Title: Water and Electrical Utility Agreements

WHEREAS, the Cowlitz Indian Tribe is Acknowledged as a Sovereign Indian Nation by the United States Government; and

WHEREAS, the Tribal Council is the governing body of the Cowlitz Indian Tribe as authorized by the Tribe's Constitution and By-laws; and

WHEREAS, the Cowlitz Indian Tribe is the beneficial owner of land in Clark County, Washington, held in trust by the federal government and declared the Tribe's Initial Reservation by the United States of America; and

WHEREAS, the Cowlitz Tribal Gaming Authority (the "CTGA"), is an unincorporated governmental instrumentality of the Tribe, and a legally authorized occupant of a tract of Tribal land on the Cowlitz Indian Reservation, with the full authority to develop, construct, operate, manage and finance a gaming enterprise and associated hotel, resort and entertainment and related facilities owned by the Tribe; and

WHEREAS, Public Utility District #1 of Clark County (the "PUD") is a Washington State public utility district that provides water and electrical utility services in the area in which the Reservation is located; and

WHEREAS, the Tribe and the CTGA wish to acquire water and power services from the PUD, construct certain infrastructure improvements, and pay costs and fees associated with these services; and

WHEREAS, the Parties agree it is in their best interests to enter into Intergovernmental Agreements pursuant to RCW Chapter 39.34 for these utility services; and

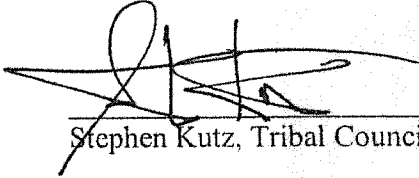
WHEREAS, the Parties agree that the Tribe will provide limited waivers of its sovereign immunity only to the extent necessary to enforce such Agreements; and

WHEREAS, the Tribe has reviewed the Intergovernmental Agreement with the PUD for Water Services, attached hereto as Exhibit A, and the the Intergovernmental Agreement with the PUD for Power Services, attached hereto as Exhibit B;

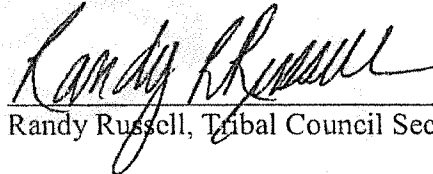
NOW, THEREFORE BE IT RESOLVED by the Tribal Council of the Cowlitz Indian Tribe that the Tribe hereby approves the attached Intergovernmental Agreements for Water and Power Services, grants limited waivers of sovereign immunity exclusively to the PUD under the terms and conditions set forth in the Agreements, and authorizes the Chairman of the Cowlitz Indian Tribe to execute the Water and Power Service Agreements in a form substantially similar to the attached documents.

CERTIFICATION

The foregoing resolution was adopted 27 MAY, 2016, at a duly called meeting of the Cowlitz Tribal Council by a vote of 18 for, 0 against, and 0 abstaining.



Stephen Kutz, Tribal Council Chair



Randy Russell, Tribal Council Secretary

EXHIBIT I

Meeting of Commissioners of
Public Utility District No. 1 of Clark County, Washington
May 24, 2016

A meeting of Commissioners of Public Utility District No. 1 of Clark County was held in the District offices, 1200 Fort Vancouver Way, Vancouver, Washington, on Tuesday, the 24th day of May at the hour of 9:00 a.m.

Present: President Nancy Barnes, Vice President Jane Van Dyke, Secretary Jim Malinowski, Commissioners; CEO/General Manager Wayne Nelson, Director of Finance Rick Dyer, Director of Operations Dan Krebs, Director of Water Doug Quinn, Director of Customer Service Lisa Fix, Director of Engineering Cal Morris, Director of Communications Lena Wittler, Director of Energy Resources Dan Bedbury, Director of Information Services Mike Harris, Corporate Communications Manager Erica Erland, Manager of Energy Planning and Operations Tom Haymaker, Materials and Purchasing Manager Cathy Wannamaker, Civil Engineer -- Water Barry Lovingood, Customer Service Manager Robert Hill, Work Group Leader Sharon Williamson, Manager of Construction Design David Tetz, Substation Working Foreman Travis Hefely, Senior Legal Counsel John Eldridge, Senior Policy and Contracts Analyst Brenna Moore, Construction Coordinator Ellen Smart, Serviceman Arvo Heiskari, Water Quality Specialist John Roth, and Assistant to CEO/General Manager Margaret Anderson.

Press Representatives: None

Others Present: Mike Lyons, John Nelson, Bob Cone (Materials A)

The order of business recorded below reflects the published agenda (Materials B)

At 9:00 a.m., President Barnes called the meeting to order for the transaction of formal business.

Consideration of the Minutes of May 10, 2016

There were no changes or corrections

Consideration of Accounts Payable

The Board, by a unanimous vote, approved the following payment amounts as listed on the Letter of Transmittal dated May 24, 2016 from the District Auditor:

Electric Revenue Fund - \$18,990,619.13

Water Revenue Fund - \$256,461.92

Generating System Fund - \$871,953.76

For a total of \$20,119,034.81

Recognition of Employee Service Awards

Director of Engineering Cal Morris introduced Travis Hefley, Substation Working Foreman. Travis was recognized for 35 years of service with the utility.

Director of Operations Dan Krebs introduced Arvo Heiskari, Serviceman. Arvo was recognized for 35 years of service with the utility.

Director of Customer Service Lisa Fix introduced Robert Hill, Customer Service Manager. Robert was recognized for 25 years of service with the utility. Ms. Fix also introduced Sharon Williamson, Work Group Leader. Sharon was recognized for 25 years of service with the utility.

The board thanked all the employees for their service to the utility (Materials C).

Consideration of Bid Award #987 – Paradise Point Water Transmission Main

Materials & Purchasing Manager Cathy Wannamaker reviewed the memo dated May 24, 2016, which detailed the bid results (Materials D). Commissioner Malinowski moved to recommend that Bid No. 987 be awarded to Rotschy Inc., in the amount of \$1,137,891.50 plus applicable taxes. Commissioner Van Dyke seconded the motion. The motion passed unanimously.

Consideration of Interlocal Agreement with the Cowlitz Tribe for Electric Services

Director of Engineering Cal Morris reviewed the Intergovernmental Agreement between the Cowlitz Tribal Gaming Authority/Cowlitz Tribe and Clark Public Utilities (Materials E). The agreement covers the installation and modification of the utility's electric facilities to serve the Cowlitz Tribe's new casino, currently under construction. The Cowlitz Tribe will pay for a share of each of the projects as outlined in the agreement totaling an estimated \$4.7 million.

Commissioner Van Dyke moved to approve the Power Services Intergovernmental Agreement with the Cowlitz Tribal Gaming Authority/Cowlitz Tribe and authorize the General Manager to execute the agreement. Commissioner Malinowski seconded the motion and it passed unanimously.

Consideration of Interlocal Agreement with the Cowlitz Tribe for Water Services

Director of Water Doug Quinn reviewed the Intergovernmental Agreement between the Cowlitz Tribal Gaming Authority/Cowlitz Tribe and Clark Public Utilities (Materials F). The agreement covers property access and the installation of water facilities necessary for the utility to serve the Cowlitz Tribe's new casino, currently under construction. Overall cost of the system improvements is estimated at \$4 million with the Cowlitz Tribe contributing an estimated \$3.5 million.

Commissioner Malinowski moved to approve the Water Services Intergovernmental Agreement with the Cowlitz Tribal Gaming Authority/Cowlitz Tribe and authorize the General Manager to execute the agreement. Commissioner Van Dyke seconded the motion and it passed unanimously.

The board thanked staff for their years of hard work on this large project, and for interacting with the Cowlitz Tribe in a positive manner. CEO/General Manager Wayne Nelson also thanked staff for their diligence throughout the process to provide Electric and Water services to the property.

Review of 2014 I-937 Renewable Energy Compliance Report

Senior Policy and Contracts Analyst Brenna Moore addressed the board (Materials G). Ms. Moore reported that the State Auditor finalized the review of our 2014 renewable resource targets on April 20, 2016. Following that review, the utility will submit a revised report to the Department of Commerce on June 1, 2016 that reflects changes to our Renewable Energy Credit retirement sequence.

Consideration of 2016 Renewable Targets

Senior Policy and Contracts Analyst Brenna Moore reviewed the memo dated May 20, 2016, outlining Clark Public Utilities' 2016 annual reporting under Renewable Energy Target requirements of the Washington State Energy Independence Act (Materials H). Ms. Moore reviewed the three compliance options; Clark Public Utilities will use the 4% cost cap option for 2016.

Commissioner Van Dyke moved to approve the policies, data and methodology for Clark Public Utilities' reporting compliance for 2016 under Renewable Energy Target requirements of the Washington State Energy Independence Act, RCW 19.285. Commissioner Malinowski seconded the motion and it passed unanimously.

Consideration of Bonneville Power Administration Block or Slice Product

CEO/General Manager Wayne Nelson recapped previous BPA contract conversations with the board and stated that staff had nothing new to report on this topic. Commissioner Malinowski moved to affirm that the utility will continue with the Bonneville Power Administration Slice/Block product. Commissioner Van Dyke seconded the motion and it passed unanimously.

Consideration of Transfer of Uncollected Debt

Customer Service Manager Robert Hill addressed the board regarding the uncollectable debt for the second half of 2015 (Attachment I). Mr. Hill stated that recoveries continue to increase; they are up 14% compared to a five year average. The percentage of net losses from closed accounts to revenue is .37%, which is below the industry standard of .87%. Mr. Hill reported on debt trends: gross debt should remain steady over the next 12 months, bankruptcy totals are trending downward, and GOSP adjustments are down for 2015. Clark continues to compare favorably across the industry with account delinquency. Following the presentation, staff

recommended the board approve charging \$830,273 to uncollectable debt for the second half of 2015. Commissioner Van Dyke moved to transfer \$830,273 to uncollectable debt for the second half of 2015. The motion was seconded by Commissioner Malinowski and passed unanimously.

April Financials

Director of Finance Rick Dyer addressed the board (Materials J). April had warmer and drier weather on average. System sales were below budget, and off system sales were above budget. April residential sales were 85.4% of budget; commercial sales 101.8% of budget and industrial sales were 103% of budget. Residential sales in the month of April proved to be the lowest in four years.

For the month of April, the Electric System showed a net income of \$1.1 million compared to a budgeted net income loss of \$302,000. Residential customer growth for April was 2.38%. Mr. Dyer provided an update on conservation spending to date, noting that a large project coming in later in the year is expected to take up the bulk of the funds.

The Water System has added 295 new customers year to date resulting in a growth rate of 2.67%. There was a net income loss in April of \$143,000 against a budgeted net income loss of \$318,000.

April Wholesale Operations

Manager of Energy Planning and Operations Tom Haymaker addressed the board (Materials K). Slice performed above both prompt month forecast and budget forecast. Loads were below budgeted forecast due to mild temperatures. Prices showed a little volatility and some negative pricing for the first time this year. The scheduled maintenance at River Road Generating Plant is running behind schedule and the plant will likely restart in mid-June.

Mr. Haymaker also reported that Combine Hills scheduling has been moved to be included in our current contract with The Energy Authority which will likely save us a significant amount of money. Lastly, he noted that Clark Public Utilities is required to update its Integrated Resource Plan this year, and Mr. Haymaker reviewed a timeline for that process.

Commissioner Reports

Commissioner Malinowski reported on his attendance at the Northwest Public Power Administration Annual Meetings.

Commissioner Van Dyke reported on her attendance at the Columbia River Economic Development Council where a local consulting firm provided a presentation regarding I-732.

Staff Reports

There were no staff reports.

Other Business before the Board

There being no further business before the Board, the meeting was adjourned at 10:50 a.m.


Secretary