



COMMUNITY DEVELOPMENT COMMITTEE & COMMITTEE OF THE WHOLE MEETING AGENDA

Monday, February 03, 2025, at 6:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

COMMITTEE MEMBERS

Chair: Louis Washington

Councilmembers Jolyon Johnson and Robert Wotton

This meeting will be conducted in person and remotely using Zoom.

Join by Telephone: To listen to the meeting via telephone, please call **253.215.8782** and enter

Webinar ID **860 6728 7531** and Password **1730040121** if prompted.

Press *9 to raise your hand to speak. Raising your hand signals the meeting moderator that you have a comment.

Press *6 to mute and unmute.

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- 1) Click this [link](#)
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- 3) If prompted for Webinar ID, enter **860 6728 7531**; Enter Password **1730040121**
- 4) Please confirm that your audio works prior to participating.

CALL TO ORDER & ROLL CALL

AGENDA APPROVAL

PUBLIC COMMENTS (online public comments will not be taken).

MINUTES

1. Approval of the minutes dated January 6, 2025.

AGENDA BILLS

2. **AB25-024:** Termination of Snoqualmie Ridge Water System Developer Extension Agreement
3. **AB25-026:** Code Enforcement and Nuisance Abatement Cost Recoupment and Process Clarifications

DISCUSSION ITEMS

ADJOURNMENT

UPCOMING ITEMS

The following items reference either upcoming projects or issues pertaining to matters of the Community Development Council Committee. There will be no discussion of these items unless there is a change in status.



COMMUNITY DEVELOPMENT COMMITTEE & COMMITTEE OF THE WHOLE MEETING MINUTES JANUARY 6, 2025

This meeting was conducted in person at Snoqualmie City Hall and remotely using Zoom.

CALL TO ORDER & ROLL CALL: Chair Louis Washington called the meeting to order at 6:00 pm.

Committee Members:

Councilmembers Louis Washington, Jo Johnson and Rob Wotton were present.

Mayor Katherine Ross was also present.

City Staff:

Mike Chambless, City Administrator; Dena Burke, City Attorney; Emily Arteche, Community Development Director; Deana Dean, City Clerk; Mona Davis, Senior Planner; and Jimmie Betts, IT Support.

AGENDA APPROVAL - The agenda was approved as presented.

PUBLIC COMMENTS – There were no public comments.

MINUTES - The minutes dated December 2, 2024, were approved as presented.

AGENDA BILLS

2. **AB24-096:** Transportation Impact Fee Program. This item was introduced by Community Development Director Emily Arteche who noted this item was referred from the December 9, 2024, City Council meeting for further discussion and transparency around the projects. Presentation provided by Chris Breiland of Fehr & Peers. Committee questions and discussion followed. This item is approved to move forward at the January 13, 2025, City Council meeting.
3. **AB24-130:** Ordinance Amending SMC Titles 15.12 and 19.12 Critical Areas and Best Available Science. Director Arteche introduced this item noting the Planning Commission has been working on this item implementing code updates to comply with the state's recommendations to critical areas and best available science. The Planning Commission has recommended this item be brought forward to Council for approval. Presentation by Jeff Gray of Otak. Committee questions followed. This item will be brought back at the January 21, 2025, Community Development Committee meeting for further discussion including information on comparable agencies that have adopted these recommendations.

DISCUSSION ITEMS – There were no discussion items.

ADJOURNMENT - The meeting was adjourned at 6:57 pm.

Minutes taken by Deana Dean, City Clerk.

Recorded meeting audio is available on the City website after the meeting.

Minutes approved at the _____ Community Development Committee Meeting.

Council Agenda Bill

AB Number

AB25-024

Agenda Bill Information

Title*	Action*
Termination of Snoqualmie Ridge Water System Developer Extension Agreement	Motion
Council Agenda Section	Council Meeting Date*
Committee Report	02/10/2025
Staff Member	Department*
Dena Burke	Legal
Committee	Committee Date
Community Development	02/03/2025

Exhibits

Packet Attachments - if any

x1 Snoqualmie Ridge Water System Developer Extension Agreement (Recorded 11-26-1997)(102978430.1).pdf	3.06MB
x2 Bill of Sale Weyerhaeuser - Water System Facilities - 1998.pdf	560.99KB
x3 Bill of Sale Weyerhaeuser - WWTP Facilities - 1998.pdf	2.52MB
x4 Resolution 485.pdf	384.97KB
x5 Council Meeting Minutes 02231998.pdf	249.96KB
x6 Release of Reservation of Water Rights (Recorded 7-12-2004)(102978438.1).pdf	134.06KB
x7 Title 2nd ALTA COMMITMENT 2021 (WA)-LINKED-LIVELOOK(102977610.1).pdf	650.54KB
x8 Termination of Snoqualmie Ridge Water System Developer Extension Agreement(103260251.1).docx	33.4KB
x9 Draft Resolution.docx	15.71KB

Summary

Introduction*

In the 1990's, the City entered into the Snoqualmie Ridge Water System Developer Extension Agreement (DEA), which required the developer to design and build much of the water infrastructure utilized by the City today. The DEA is still recorded on the title of a piece of land associated with the original DEA, yet the

obligations of the DEA have been satisfied. To assist in correcting this issue with the title, it is recommended to execute the attached Termination of Developer Extension Agreement.

Proposed Motion

A Resolution of the City of Snoqualmie, Washington, authorizing the Mayor to sign the termination of Snoqualmie Ridge Water System Developer Extension Agreement.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

Sections 1.12 and 2.1.1 of the DEA (Exhibit 1) required the developer to construct the Water System, including well facilities, water treatment plant and related distribution, and pump and storage facilities. Section 2.1.9 of the DEA indicated that upon completion, and the City's acceptance, the developer was to convey the Water System to the City by Bill of Sale (Exhibits 2 and 3).

Per the February 23, 1998, Council Meeting minutes (Exhibit 5) and Resolution 485 (Exhibit 4), Council passed and the City accepted the Water System.

Analysis*

The required developer obligations in the DEA appear to have been fully completed and accepted by the City of Snoqualmie. Therefore, the DEA as it relates to the property should be terminated.

Budgetary Status*

This action has no budgetary implications.



When Recorded, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.
Attention: Richard M. Peterson
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

97118-8376 02:57:00 PM KING COUNTY RECORDS 039 JP 46.00

**SNOQUALMIE RIDGE WATER SYSTEM
DEVELOPER EXTENSION AGREEMENT**

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Grantor:	<u>WEYERHAEUSER REAL ESTATE COMPANY</u>
Grantee:	<u>CITY OF SNOQUALMIE</u>
Legal Description (abbreviated):	<u>Sections 23, 25, 26, and 35, Township 24 North, Range 7 East, W.M.</u>
<input checked="" type="checkbox"/> Additional on :	<u>EXHIBIT A</u>
Assessor's Tax Parcel ID #:	<u>232479001, 252479001, 252479028, 252479038, 262479001, 262479034, 262479035, 262479036, 262479037, 352479027</u>
Reference Nos. of Documents Released or Assigned:	<u>N/A</u>

ORIGINAL

THIS AGREEMENT, made this 19th day of November, 1997, between the CITY OF SNOQUALMIE, a municipal corporation of the State of Washington (the "City") and Weyerhaeuser Real Estate Company, a Washington corporation ("WRECO").

WITNESSETH:

**I
RECITALS**

1.1 The City is a municipal corporation of the State of Washington, organized under the Optional Municipal Code, title 35A RCW, located in King County, Washington.

1.2 WRECO owns certain real property located in the City on the Lake Alice Plateau, commonly known as Snoqualmie Ridge, and legally described on EXHIBIT A-1 hereto. WRECO is a subsidiary of Weyerhaeuser Company ("Weyerhaeuser"). Weyerhaeuser owns certain real property located in unincorporated King County, commonly known as the North Valley Well Field, and legally described on EXHIBIT A-2 attached hereto. Weyerhaeuser also owns property across which an easement is necessary for the water lines from the North Valley Well Field to the Water Treatment Plant, which easement area is legally described in EXHIBIT A-3 hereto ("Water Line Easement"). In addition, WRECO owns property outside the City limits in King County, as legally described in EXHIBIT A-4 attached hereto, upon which the 1040 Reservoir is being constructed to serve Snoqualmie Ridge.

1.3 The City owns certain real property located in the City legally described in EXHIBIT B (with EXHIBIT "R" thereto) attached hereto (the "City Property"). The City Property will be the location for the new Water Treatment Facility ("WTF") to be constructed as part of the Snoqualmie Ridge Water System, portions of the raw water lines from the North Well Field to the WTF, and portions of the potable water lines leaving the WTF.

1.4 Gateway Cascades, Inc. is the successor in interest to real property located in a portion of Section 30, Township 24N, Range 8E, W.M. in King County, Washington, previously owned by Puget Western, Inc. ("PWI") (The PWI Easement Parcel). Certain water pipelines are located on and across the PWI Easement Parcel, and the property is subject to that certain Utility Easement and Agreement dated August 8, 1996, King County recording no. 9608151380, granting a temporary construction easement and permanent easement for the location and use of said sewer, water, and reclaimed water pipelines.

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1.5 On April 27, 1995, the City adopted its Comprehensive Water System Plan and Operations Plan as prepared by Gray and Osborne, dated January 1995 ("Water Comprehensive Plan"). The adoption followed the City's issuance of a Determination of Non Significance ("DNS") for the Water Comprehensive Plan on April 3, 1995, consistent with SEPA; the DNS was not appealed. On _____, the Washington State Department of Health ("Health") approved the City's Water Comprehensive Plan. On _____, King County UTRC approved the City's Water Comprehensive Plan. The Snoqualmie Ridge Water System is consistent with the City's Water Comprehensive Plan.

1.6 On September 15, 1995, the City approved the Snoqualmie Ridge Mixed Use Final Plan (the "Final Plan"), a master plan for a mixed use development. All conditions referred to in these recitals are conditions of the Final Plan.

1.7 Condition 91 requires WRECO to demonstrate the availability of water prior to approval of each residential preliminary plat or development approval or the approval of each non-residential development project requiring domestic water service. The City's existing water source does not have the capacity to serve build-out of Snoqualmie Ridge.

1.8 Condition 132 requires WRECO to pay all costs to design, permit and construct a new water supply system to serve Snoqualmie Ridge, together with the necessary off-site transmission lines, storage facilities, and treatment facilities consistent with the City's Water Comprehensive Plan, and requires WRECO to enter into a developer extension agreement with terms acceptable to the City that addresses the transfer of the facilities and WRECO's water right (see 2.1.9, and 2.2 below) to the City.

1.9 Analysis of the water system proposed for Snoqualmie Ridge is included in the Final Supplemental Environmental Impact Statement ("FEIS") for the Snoqualmie Ridge Mixed Use Final Plan, published by the City on August 21, 1995. In addition, WAC 197-11-800(4) provides an exemption from SEPA review for ground water appropriations of up to 2,250 gallons per minute or less, and activities relating to construction of a distribution system for the water appropriated.

1.10 On May 2, 1996, the City approved the Snoqualmie Ridge Water Supply, Storage, and Distribution Facilities, Project Engineering Report, prepared by Earth Tech, dated April 1996.

1.11 On September 29, 1995, the State of Washington Department of Ecology ("Ecology") issued Permit No. G1-25449P to WRECO, authorizing the withdrawal of 724 acre feet of water per year, at a maximum rate of 1,650 gallons per minute, from three wells located in the North Valley Well Field. Permit No. G1-25449P authorizes the withdrawal of water for community domestic and irrigation use on the Snoqualmie Ridge and Snoqualmie Falls planning areas, with an emergency fire flow intertie for the area served by the City.

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1.12 This Developer Extension Agreement covers WRECO's construction of the well facilities, water treatment plant and related distribution, pump and storage facilities, as set forth in paragraphs 1.13 and 1.14 and as illustrated in EXHIBIT C and D hereto (the "Water System").

1.13 Plans and specifications for construction of certain components of the Water System have been approved (collectively, the "Approved Plans") as follows:

1.13.1 Plans and specifications entitled Snoqualmie Ridge Water Supply System, Wells 6 and 7 and Raw Water Transmission Pipelines, April 1996, prepared by Earth Tech, Inc.

1.13.2 Plans and specifications entitled Snoqualmie Ridge Water Supply System, Treated Water Transmission Supply Pipeline, June 1996, prepared by Earth Tech, Inc.

1.13.3 Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Zone Reservoir No. 1, May 1996, prepared by Earth Tech, Inc.

1.13.4 Plans and specifications entitled Snoqualmie Ridge Water Supply System, 705 Zone Reservoir Site Work, August 1995, prepared by Earth Tech, Inc. Although plans for construction of the reservoir also have been approved by the City Engineer, only site work and installation of the temporary 705 Reservoir have been undertaken to date, and development of the 705 Permanent Reservoir is not covered by this Agreement.

1.13.5 Sheets 36 through 39 and 59 through 77 of a plan set entitled Phase 3 Construction Plans for Snoqualmie Ridge Parkway and Related Improvements, July 1996, prepared by ESM, which constitute domestic water supply distribution pipelines located within the Snoqualmie Ridge Parkway (the "Parkway Water Lines"). The Parkway Water Lines constitute part of the Water System and are covered by this Agreement for potential application of a Latecomers Agreement for part or parts of the Water System, but will be conveyed to the City pursuant to the terms of the Snoqualmie Ridge Parkway Developer Extension Agreement, August 8, 1996, executed by the City and WRECO.

1.13.6 Plans and specifications entitled Snoqualmie Ridge, Water Supply System, 705 Pump Station (Interim Location), June/July, 1996, prepared by Earth Tech, Inc. The permanent 705 Pump Station will be completed by the time the Water System is conveyed to the City., unless circumstances beyond the control of the parties cause unavoidable delay, in which case it shall be completed as soon as feasible.

1.13.7 Plans and specification entitled 705 Zone Pump Station and Pipeline, prepared by Earth Tech, Inc., for the 705 Pump Station Facility, submitted to and approved by the City on August 10, 1995. Pipelines shown in this set of plans and specifications will not be built, but the 705 Pump Station Facility will be constructed as

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approved and ultimately will be located on site with the Kimball Creek Pump Station at the Permanent Location referenced at 1.14.1 below.

1.13.8 Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Pump Station, prepared by Earth Tech, Inc., approved by the City on January 30, 1997.

1.13.9 Plans and specifications entitled Snoqualmie Ridge Water Supply System, Water Treatment Plant, prepared by Earth Tech, Inc. and approved by the City on February 13, 1997.

1.13.10 Plans and specifications entitled City of Snoqualmie, Wastewater Facility Improvements, Kimball Creek Pump Station/705 Pump Station (Permanent Location), prepared by KCM, Inc., prepared by Earth Tech, Inc., and approved by the City on June 19 and 23, 1997. The 705 Pump Station site and building will be conveyed pursuant to a Developer Extension Agreement for the Kimball Creek Pump Station; the 705 pump facilities and pipelines will be conveyed pursuant to this Agreement.

1.14 Plans and specifications for a future Well No. 8 and any other such additional wells as are necessary to utilize the full withdrawal of water authorized under Ecology Permit No. G1-25449P have not yet been prepared.

1.15 Additional Water System components (collectively the Future Expansion Components) are necessary to complete the Snoqualmie Ridge Water System as described in the Snoqualmie Ridge Water Supply, Storage, and Distribution Facilities, Project Engineering Report, prepared by Earth Tech, dated April 1996. The Future Expansion Components are not covered by this agreement, and will be addressed by separate agreement if and when required for development on Snoqualmie Ridge. The Future Expansion Components include:

- 1.15.1 An additional 1.5 million gallon reservoir at the 1040 Reservoir site;
- 1.15.2 A 1.5 million gallon permanent reservoir at the 705 Reservoir site;
- 1.15.3 Additional pumps and a generator at the 1040 Booster site; and
- 1.15.4 A third treatment train at the WTF.
- 1.15.5 Completion of the bathroom at the 1040 Pump Station and connection to the sanitary sewer collection system when the sewers have been extended to within 150 feet of the Pump Station, but in no case later than January 1, 2007.

1.16 The City and WRECO have entered into an Easement and Agreement dated August 16, 1996, King County Recording No. 9609050063 (the "City Easement"), pursuant to which the City has granted WRECO certain easement rights on the City

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Property, including construction, operating and access rights relating to the construction of the water treatment facility, subject to issuance by the City and other governmental entities of all requisite permits, approvals and authorizations.

1.17 Weyerhaeuser has recorded a Declaration of Protective and Restrictive Covenant for Public Water System and Right of Entry, King County Recording No. 9608151382 ("Source Protection Covenant") granting and declaring a right of entry for the City to have the right of complete sanitary control of the Sanitary Control Area for the North Well Field.

1.18 The Water System will serve Snoqualmie Ridge and the Snoqualmie Falls planning area, and will provide standby water supply and fire flow volume within the City.

1.19 The following Agreement is made upon the basis of the foregoing recitals, and in consideration of the mutual promises and covenants herein, and the mutual benefits to be derived by the parties therefrom.

II
AGREEMENT

2.1 DEVELOPER EXTENSION PROVISIONS

2.1.1 Construction of Water System. Subject to all other terms and conditions of this Agreement, WRECO shall construct the Water System, in conformity with the Approved Plans, at its sole expense. Construction has already commenced and will be completed as soon after execution of this Agreement as is practicable. In addition, the Water System shall include fixtures, furnishings and equipment for the Water System as set forth on EXHIBIT D. Well No. 8 and any other such additional wells as are necessary to utilize the full withdrawal of water authorized under Ecology Permit No. G1-25449P, when and if constructed, shall upon completion be conveyed by Bill of Sale to the City, subject to City approval. WRECO's obligation for approved Water System components shall be limited to the Approved Plans and the plans for Well No 8 and any additional wells, when approved, and any modifications thereto approved by WRECO, the City and Health. WRECO's obligations for the Water System shall be limited to the plans and specifications as initially approved, and any modifications thereto approved by WRECO, the City and Health. Unless otherwise expressly agreed, WRECO shall have no obligation for subsequent improvements or modifications to the Water System, which may be required due to changed regulatory standards or different interpretation of existing standards.

2.1.2 Permits and Approvals. City permitting officials shall review plans, issue permits, and inspect construction for the Water System, as provided in the Snoqualmie Municipal Code. In instances where a permit is issued to the City for

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activities associated with construction of the Water System, the City hereby appoints and constitutes WRECO as the City's authorized agent, to proceed in accordance with those permit authorizations. WRECO is responsible for obtaining any additional required approvals from the City or Health.

2.1.3 Construction Costs. WRECO shall pay all costs of designing, reviewing, permitting, engineering, constructing, inspecting, and commissioning start-up of the Water System, subject to any private cost sharing agreements between WRECO and third parties, or potential Latecomers Agreements.

2.1.4 Extension of Service. The City shall provide water service to Snoqualmie Ridge, subject to the terms and conditions set forth herein and to be set forth in any other Water System Agreements. The City shall provide service to Snoqualmie Ridge from the Water System without requiring a connection charge for the costs of constructing the Water System, other than then-current meter installation charges. Such extension of water service shall commence immediately upon construction of required facilities, regulatory approvals, and establishment of rates and charges.

2.1.5 Reserved Capacity.

2.1.5.1 In consideration for WRECO's undertaking herein, the City shall until December 31, 2014, reserve from its Adjusted Remaining Total Available Water Supply an amount equal to the Adjusted Reserved Water Supply for Snoqualmie Ridge, both as defined below. WRECO shall have the right to assign, under terms and conditions set by WRECO in its sole discretion, any portion of its Adjusted Reserved Water Supply for Snoqualmie Ridge for water connections within the Snoqualmie Falls planning area. The City shall not allow connections to the municipal system or issue Certificates of Water Availability if such action would reduce the Adjusted Remaining Total Available Water Supply to an amount less than the Adjusted Reserved Water Supply for Snoqualmie Ridge.

2.1.5.2 The City shall administer this reservation by calculating and recording its present and future water rights from all sources of supply, making appropriate adjustments thereto, by increasing the total for new sources of supply and decreasing the total for each connection made or Certificate of Water Availability issued. The calculated available water right resulting from this process at any given time shall be known as the "Adjusted Remaining Total Available Water Supply."

2.1.5.3 The initial reservation for WRECO is the entire water supply approved under Ecology Permit No. G1-25449P to WRECO, which is 1,650 gallons per minute and 724 acre feet per year. The City shall calculate and record water connections provided to or Certificates of Water Availability for Snoqualmie Ridge and any assignments made by WRECO, decreasing the total for such connections, Certificates of Water Availability, or assignments. The calculated available water right resulting from this process at any given time shall be known as the "Adjusted Reserved Water Supply for Snoqualmie Ridge."

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2.1.5.4 The reservation shall apply only to available water supply as water rights, and not to water from any particular source, which may be managed by the City for the most efficient operation of the City's municipal system, provided that the City has the ability to deliver reserved water supply to the Snoqualmie Ridge water distribution system as needed from municipal sources of supply.

2.1.5.5 This reservation shall terminate on December 31, 2017, and all water rights assigned pursuant to this agreement shall belong to the City, free of any reservation, from and after that date.

2.1.6 Irrigation Supply. Following conveyance of the Water System to the City pursuant to the terms of this Agreement, and upon request by WRECO for irrigation purposes, the City shall provide to WRECO a portion of this supply as raw well water, which has not received treatment. Raw water is subject to the reservation of capacity set forth above. Nothing in this Agreement prohibits WRECO from using raw well water for irrigation or non-potable construction purposes prior to conveyance of the Water System to the City.

2.1.7 Water Rates. Monthly and other rates and charges for use of the Water System shall be established by the City by ordinance, and shall be consistent with the M&O Shortfall Payments Contract executed by the City and WRECO, as may hereafter be amended. Following conveyance, separate rates shall be established for raw water and Class A reclaimed water.

2.1.8 Construction in Accordance with Easement. WRECO shall fully comply with all terms and conditions of the City Easement.

2.1.9 Conveyance of Facilities. Upon completion of the Water System, or any component thereof, and upon the City's acceptance thereof pursuant to paragraph 2.1.10: (i) WRECO shall convey the Water System facilities to the City by Bill of Sale; and (ii) shall grant to the City or obtain for the City's use and benefit any and all required easements for ingress, egress, conveyance pipelines and utilities, and convey or assign the same to the City; provided, the City shall assist in the acquisition of any such easements or other property interests. The Water System may but is not required to be deemed complete for purposes of this paragraph, although certain minor work not affecting the functioning of the Water System remains to be done, upon the approval of the City.

2.1.10 Conditions of Acceptance. Acceptance of the Water System shall be upon motion of the City Council to approve the same, provided, before the City shall give final approval to acceptance, WRECO shall demonstrate the following:

2.1.10.1 WRECO has furnished the City with an affidavit, in a form acceptable to the City Attorney, stating that all charges for materials and labor have been paid, and there are no liens against the Water System facilities.

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2.1.10.2 WRECO has furnished the City with documents of conveyance of the Water System, in a form acceptable to the City Attorney, providing a warranty that WRECO has the right to convey such improvements, the improvements are free from encumbrances and WRECO will indemnify and defend the City against all claims that WRECO does not have the right to convey such improvements free from encumbrances;

2.1.10.3 WRECO has provided the City with a written warranty, warranting the Water System to be free of defects in material and workmanship for a period ending one (1) year after conveyance, and further assigning to the City any and all contractual warranties in favor of WRECO given by any third party in connection with the construction or equipping of the Facility;

2.1.10.4 WRECO has submitted to the City, in a form acceptable to the City Engineer, the complete as-built record drawings of the Water System;

2.1.10.5 WRECO has paid all permit fees and all other fees and charges for City costs required under this Agreement, the conditions of Mixed Use approval or any applicable City ordinance; and

2.1.11 City acceptance of conveyance shall also be subject to the City having sufficient personnel and equipment to operate the Water System, or having in place an operating agreement for private operation of the Water System. WRECO shall provide the City with 30 days notice of the date that the Water System is scheduled for conveyance, and the City shall make every effort to have necessary personnel and equipment or an operating agreement in place at the time the Water System is scheduled for conveyance.

2.1.12 Ownership. All supplies, materials, equipment, fixtures, and other property of whatsoever kind or nature used in the construction of the Water System, whether or not incorporated therein, and all facilities and improvements constituting the Water System, shall be owned and controlled by WRECO, subject to the rights and interests of third parties as may exist under applicable law, and the City shall not own or control or have any liability therefor, until such time and to the extent that the same are conveyed or otherwise transferred to the City.

2.2 ASSIGNMENT OF WATER RIGHT

Prior to occupancy of any residential dwelling units in Preliminary Plat I or the issuance of building permits for any buildings or structures pursuant to the Binding Site Improvement Plan for the Snoqualmie Ridge Business Park, WRECO shall assign Ecology Permit No. G1-25449P to the City, pursuant to applicable requirements of the Department of Ecology. Assignment of Ecology Permit No. G1-25449P shall be subject to the reservation of capacity and all other terms set forth in this Agreement.

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2.3 LATECOMER PROVISIONS

2.3.1 Engineer's Estimate and Public Hearing. Pursuant to chapter 35.91 RCW, at WRECO's request and at WRECO's sole expense, an Engineer's Estimate may be prepared and a public hearing held upon the Water System for use by the parties in entering into a Latecomer Agreement to provide for partial reimbursement to WRECO of the costs of the Water System, to the extent such costs are lawfully subject to reimbursement.

2.3.2 Latecomer Agreement. The parties may on the basis of the Engineer's Estimate and after the public hearing, enter into a contract which provides terms and conditions for a partial reimbursement after construction of the Water System of a portion of the costs thereof, as provided by law, upon relinquishment of the reservation of capacity under this agreement.

2.4 GENERAL PROVISIONS

2.4.1 Recitals and Exhibits. All of the recitals set forth above and all exhibits attached hereto are adopted by the parties as material elements and/or findings related to this Agreement, and are incorporated into this Agreement as integral terms hereof.

2.4.2 Assignment. WRECO shall have the right to assign its rights and interest under this Agreement, in whole or part, to another entity, so long as the assignee assumes WRECO's corresponding obligations hereunder in writing, and the City consents to such assignment, which consent shall not be unreasonably withheld. As a condition of granting such consent, it shall not be deemed unreasonable for the City to require adequate assurances of the financial strength, experience and capability of the proposed assignee. No such assignment shall release WRECO from any of its obligations to the City under this Agreement, or any other agreement between WRECO and the City, except as any subsequent agreement expressly so provides.

2.4.3 Indemnification. Except as otherwise provided herein, WRECO releases and agrees to defend, indemnify and hold harmless the City and all of its elected and appointed officials and its employees from all liability, claims and costs arising in connection with the construction of the Water System, and the enforcement of the provisions of Section 2.3 of this agreement, except to the extent resulting from any negligence or intentional act or omission of the City or its officers, agents or employees in performance of the Agreement.

2.4.4 Notices. All notices under this Agreement shall be in writing, and shall be delivered or mailed by certified mail, return receipt requested, and shall be effective as of the date of delivery, on the date of receipt as shown by the return receipt, or three days after the postmark date if there is no return receipt. Notices shall be

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addressed to the following addresses or to such other address as the party may specify in writing:

CITY:
City of Snoqualmie
P.O. Box 987
Snoqualmie, WA 98065

With a copy to:
Patrick B. Anderson
Snoqualmie City Attorney
City of Snoqualmie
P.O. Box 924
Snoqualmie, WA 98065

WRECO:
James A. Nyberg
Weyerhaeuser Real Estate Company
Land Management Division
WRE 1-1
Tacoma, WA 98477

With a copy to:
Hillis, Clark Martin & Peterson
Attn: Richard M. Peterson
500 Galland Building
1221 Second Ave.
Seattle, WA 98101-2925

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2.4.5 **Enforcement.** Venue and jurisdiction to enforce all obligations under this Agreement shall lie exclusively in the King County Superior Court. The obligations of the parties hereunder do not have an adequate remedy by way of an action for damages, and may be enforced by specific performance.

2.4.6 **Governing Law.** This Agreement is entered into under the laws of the State of Washington, and the parties intend that Washington law shall apply to the interpretation hereof.

2.4.7 **Severability.** In the event a court of competent jurisdiction declares any material portion of this Agreement invalid, unconstitutional or otherwise unenforceable, any party may elect to terminate this Agreement, provided, there shall be no action for recovery of any amounts previously expended in reliance upon this Agreement, nor shall the bond or other security to assure completion be exonerated as a result thereof. In the event of a non-material provision of this Agreement is declared invalid, unconstitutional or otherwise unenforceable, the provisions hereof not affected by such declaration shall remain in full force and effect.

2.4.8 **Amendment.** This Agreement may not be modified, supplemented or otherwise amended, except by written instrument duly executed by all parties and approved by the City Council.

2.4.9 **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, successors and assigns.

2.4.10 **Recording.** WRECO shall cause notice of this Agreement to be recorded with the King County Department of Records and Elections at its sole expense. No assessment hereunder shall be enforceable against any property until this Agreement has been so recorded.

SIGNED this 9th day of December, 1997.

WEYERHAEUSER REAL ESTATE COMPANY

By James A. Nyberg
James A. Nyberg
Its Assistant Vice President

CITY OF SNOQUALMIE

By Jeanne Hansen
Jeanne Hansen
Its Mayor

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Attest:

Jill C. Long
Jill C. Long, City Clerk

STATE OF WASHINGTON }
COUNTY OF KING }

On this day personally appeared before me Jeanne Hansen, to me known to be the Mayor of THE CITY OF SNOQUALMIE, the municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19 day of November, 1997.

PATRICK B. ANDERSON
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 11-25-99

Patrick B. Anderson
Printed Name PATRICK B. ANDERSON
NOTARY PUBLIC in and for the State of Washington,
residing at Fall City WA
My Commission Expires 11-25-99

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STATE OF WASHINGTON }
COUNTY OF KING }

On this day personally appeared before me James A. Nyberg, to me known to be the Assistant Vice President of WEYERHAEUSER REAL ESTATE COMPANY, the corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19 day of November, 1997.

PATRICK B. ANDERSON
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 11-25-99

Patrick B. Anderson
Printed Name PATRICK B. ANDERSON
NOTARY PUBLIC in and for the State of Washington,
residing at Fall City WA
My Commission Expires 11-25-99

WATER SYSTEM DEVELOPER EXTENSION AGREEMENT

EXHIBIT LIST:

- EXHIBIT A-1** Legal Description for Snoqualmie Ridge
- EXHIBIT A-2** Legal Description for North Valley Well Field
- EXHIBIT A-3** Legal Description for WEYCO ownership for water line easement
- EXHIBIT A-4** Legal Description for 1040 Reservoir Site No. 1
- EXHIBIT A-5** Legal Description for 1040 Pump Station Site
- EXHIBIT B** Legal Description of City Property
- EXHIBIT C** Illustration of Water System Components
- EXHIBIT D** Furniture, Fixtures and Equipment for Water Treatment Plant
- EXHIBIT E** Commissioning Start-Up: Developer's Responsibilities

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ESM inc.



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Job No. 129-05-941-017
Snoqualmie Ridge
April 23, 1997

EXHIBIT "A-1"

**LEGAL DESCRIPTION FOR
REMAINDER AT SNOQUALMIE RIDGE**

Those portions of Sections 23, 25, 26, 27 and 35, Township 24 North, Range 7 East, W.M., AND of Section 2, Township 23 North, Range 7 East, W.M., King County, Washington, being more particularly described as follows:

The south half of the southeast quarter AND the south half of the southwest quarter of said Section 23;

TOGETHER WITH said Section 25;

EXCEPT the north 1580 feet of the east 1580 feet thereof;

AND EXCEPT that portion thereof conveyed to the City of Snoqualmie by instrument filed in Volume 4193 of Deeds, page 296, Recording No. 5331569, Records of King County, Washington;

ALSO TOGETHER WITH the northeast quarter AND the southeast quarter AND the northwest quarter AND the east half of the southwest quarter of said Section 26;

ALSO TOGETHER WITH Parcels 5, 6 and 7 of that Amended Record of Survey filed as a parcel segregation under King County Recording No. 9408179003, situate in said Section 27;

ALSO TOGETHER WITH said Section 35;

EXCEPT any portion thereof conveyed for public roads;

ALSO TOGETHER WITH King County Short Plat No. 185057 as filed under Recording No. 8703061999, situate in said Section 2;

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Snoqualmie Ridge
 April 23, 1997
 Page 2

EXCEPT any portion thereof lying within the following described parcel:

That portion of the Southeast quarter of Section 23, and of the West half of Section 25, and of the East half of Section 26 all in Township 24 North, Range 7 East, W.M., King County, Washington described as follows:

Beginning at the Southeast corner of said Section 26 as shown on that Record of Survey by ESM, Inc. filed under King County Recording No. 9112029004;

Thence N 89°22'00" W along the South line thereof, a distance of 755.42 feet;

Thence N 00°38'00" E a distance of 452.65 feet to the True Point of Beginning of the herein described Tract and a point on the arc of a curve, the center of which bears N 08°57'44" W;

Thence Easterly and Northerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 89°09'44" a distance of 38.90 feet;

Thence N 08°07'28" W a distance of 39.87 feet to a point of curve;

Thence Northerly along the arc of a curve to the right, said curve a having a radius of 1,100.00 feet, through a central angle of 35°13'54" a distance of 676.40 feet;

Thence N 27°06'26" E a distance of 73.35 feet to a point on the arc of a curve, the center of which bears N 63°39'31" W;

Thence Northerly along the arc of a curve to the left, said curve having a radius of 708.00 feet, through a central angle of 50°25'56" a distance of 623.19 feet to a point of compound curve;

Thence Northerly and Westerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 95°43'11" a distance of 41.77 feet;

Thence N 22°20'23" W a distance of 95.81 feet to a point on the arc of a curve, the center of which bears N 29°48'39" W;

Thence Northerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 90°20'18" a distance of 39.42 feet;

Thence N 30°08'57" W a distance of 96.46 feet to a point of curve;

Thence Northerly along the arc of a curve to the right, said curve having a radius of 2,932.50 feet, through a central angle of 03°56'30" a distance of 201.74 feet to a point of reverse curve;

Thence Northerly and Westerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 77°38'17" a distance of 33.88 feet;

Thence S 76°09'16" W a distance of 209.75 feet to a point of curve;

Thence Westerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 48°11'22" a distance of 21.03 feet to a point of reverse curve;

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Snoqualmie Ridge
April 23, 1997
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Thence Westerly along the arc of a curve to the right, said curve having a radius of 50.00 feet, through a central angle of 108°11'23" a distance of 94.41 feet;
 Thence S 76°09'16" W a distance of 267.93 feet to a point on the arc of a curve, the center of which bears N 58°02'45" W;
 Thence Westerly along the arc of a curve to the right, said curve having a radius of 100.00 feet, through a central angle of 59°56'23" a distance of 104.61 feet;
 Thence N 88°06'22" W a distance of 58.63 feet;
 Thence N 77°15'02" W a distance of 218.11 feet to a point on the arc of a curve, the center of which bears N 06°58'10" W;
 Thence Westerly and Northerly along the arc of a curve to the right, said curve having a radius of 100.00 feet, through a central angle of 83°06'16" a distance of 145.05 feet;
 Thence N 13°51'54" W a distance of 50.70 feet;
 Thence N 13°41'07" W a distance of 42.73 feet;
 Thence N 06°14'32" W a distance of 39.50 feet;
 Thence N 34°30'24" W a distance of 116.00 feet;
 Thence N 03°24'05" E a distance of 50.58 feet;
 Thence N 54°59'23" W a distance of 74.43 feet;
 Thence N 12°12'29" W a distance of 84.87 feet;
 Thence N 08°05'12" W a distance of 54.73 feet;
 Thence N 25°25'43" W a distance of 76.47 feet;
 Thence N 03°15'55" W a distance of 102.14 feet;
 Thence N 52°18'03" E a distance of 149.50 feet;
 Thence S 78°39'19" E a distance of 123.82 feet;
 Thence N 71°51'06" E a distance of 62.55 feet;
 Thence N 80°11'26" E a distance of 85.62 feet;
 Thence N 07°54'10" W a distance of 28.88 feet;
 Thence N 04°00'42" W a distance of 101.50 feet;
 Thence N 00°56'26" E a distance of 94.94 feet;
 Thence N 14°17'40" W a distance of 43.97 feet;
 Thence N 33°25'39" W a distance of 81.33 feet;
 Thence N 16°04'13" W a distance of 134.46 feet;
 Thence N 09°25'31" W a distance of 71.07 feet;
 Thence N 06°54'35" E a distance of 137.42 feet to a point of curve;

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Thence Northerly and Easterly along the arc of a curve to the right, said curve having a radius of 50.00 feet, through a central angle of 119°44'04" a distance of 104.49 feet;

Thence N 19°22'51" E a distance of 38.51 feet to point on the arc of a curve, the center of which bears N 19°22'51" E;

Thence Westerly along the arc of a curve to the right, said curve having a radius of 1,200.00 feet, through a central angle of 04°19'46" a distance of 90.67 feet;

Thence N 23°42'36" E a distance of 60.00 feet to a point on the arc of a curve, the center of which bears N 23°42'36" E;

Thence Easterly along the arc of a curve to the left, said curve having a radius of 1,140.00 feet, through a central angle of 31°00'25" a distance of 616.94 feet;

Thence N 82°42'12" E a distance of 31.70 feet to a point of curve;

Thence Easterly and Northerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 79°38'24" a distance of 34.75 feet to a point of reverse curve;

Thence Northerly along the arc of a curve to the right, said curve having a radius of 2,932.50 feet, through a central angle of 02°24'33" a distance of 123.30 feet;

Thence N 05°28'20" E a distance of 76.03 feet to a point of curve;

Thence Northerly along the arc of a curve to the right, said curve having a radius of 392.67 feet, through a central angle of 20°50'13" a distance of 142.80 feet;

Thence N 65°57'35" W a distance of 110.54 feet;

Thence N 52°30'22" W a distance of 525.73 feet;

Thence N 01°41'00" E a distance of 918.01 feet;

Thence N 17°38'16" W a distance of 609.14 feet;

Thence N 39°46'00" E a distance of 102.63 feet;

Thence S 87°30'44" E a distance of 400.00 feet;

Thence S 63°31'41" E a distance of 202.84 feet;

Thence S 03°13'01" E a distance of 527.42 feet to a point on the South line of said Section 23, distant thereon N 88°52'00" W, 1,123.12 feet from the Southeast corner thereof;

Thence continuing S 03°13'01" E a distance of 222.58 feet;

Thence S 32°40'47" E a distance of 435.94 feet;

Thence S 06°35'31" E a distance of 114.00 feet;

Thence S 29°41'17" E a distance of 765.00 feet;

Thence S 45°02'52" E a distance of 666.91 feet;

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Thence S 62°28'12" E a distance of 287.69 feet;
 Thence S 79°26'27" E a distance of 93.80 feet;
 Thence S 67°32'55" E a distance of 65.00 feet to a point on the arc of a curve, the center of which bears S 67°32'55" E;
 Thence Southerly along the arc of a curve to the left, said curve having a radius of 361.04 feet, through a central angle of 59°58'18" a distance of 377.90 feet;
 Thence S 37°31'13" E a distance of 188.95 feet;
 Thence S 52°28'47" W a distance of 65.00 feet to a point on the arc of a curve, the center of which bears S 52°28'47" W;
 Thence Westerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of 92°53'05" a distance of 40.53 feet to a point of compound curve;
 Thence Southwesterly along the arc of a curve to the left, said curve having a radius of 1,167.50 feet, through a central angle of 10°09'28" a distance of 206.98 feet to a point of reverse curve;
 Thence Southwesterly along the arc of a curve to the right, said curve having a radius of 1,832.50 feet, through a central angle of 16°33'46" a distance of 529.73 feet;
 Thence S 56°00'00" W a distance of 305.12 feet to a point of curve;
 Thence Southwesterly along the arc of a curve to the right, said curve having a radius of 2,032.50 feet through a central angle of 04°11'21" a distance of 148.61 feet;
 Thence S 60°11'21" W a distance of 181.04 feet to a point of curve;
 Thence Southerly along the arc of a curve to the left, said curve having a radius of 25.00 feet through a central angle of 86°16'28" a distance of 37.64 feet to a point of reverse curve;
 Thence Southerly along the arc of a curve to the right, said curve having a radius of 792.00 feet through a central angle of 52°25'42" a distance of 724.72 feet;
 Thence S 26°20'29" W a distance of 74.82 feet to a point of curve;
 Thence Southerly along the arc of a curve to the left, said curve having a radius of 1,058.00 feet through a central angle of 34°27'57" a distance of 636.43 feet;
 Thence S 08°07'28" E a distance of 26.38 feet to a point of curve;
 Thence Southerly and Easterly along the arc of a curve to the left, said curve having a radius of 25.00 feet through a central angle of 89°10'28" a distance of 38.91 feet to a point on the arc of a curve, the center of which bears S 07°17'56" E;

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April 23, 1997
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Thence Westerly along the arc of a curve to the left, said curve having a radius of 4,625.00 feet, through a central angle of 01°39'49" a distance of 134.29 feet to the True Point of Beginning.

ALSO EXCEPT Lot 2 of Snoqualmie Ridge Short Plat No. 2 as recorded under King County Recording No. 9704079002.

See attached Exhibit "X".

Written by: C.A.F.
Checked by: M.B.



11-04-97

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EXHIBIT A-2

**LEGAL DESCRIPTION FOR
SNOQUALMIE RIDGE WELL NOS. 6 & 7
SANITARY CONTROL AREAS**

EXHIBIT a

That portion of the E 1/2 of the SE 1/4 of Section 19, Township 24 North, Range 8 E, W.M., in King County, Washington is described as follows:

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Beginning at a point on the south line of Section 19, from which point the southeast corner of said Section 19 bears S 89°03'26"E, a distance of 1,639.94 feet;

Thence along a 520.00-foot radius curve to the left whose center bears N 58°40'45"W, through a central angle of 15°36'00", for an arc distance of 141.58 feet;

Thence N 15°43'15"E, a distance of 116.22 feet;

Thence N 13°47'27"E, a distance of 94.56 feet;

Thence along a 460.00-foot radius curve to the right whose center bears S 76°12'33"E, through a central angle of 32°00'58", for an arc distance of 257.04 feet;

Thence N 45°48'25"E, a distance of 119.75 feet;

Thence along a 500.00-foot radius curve to the left whose center bears N 44°11'35"W, through a central angle of 45°38'14", for an arc distance of 380.81 feet;

Thence N 02°10'11"E, a distance of 67.47 feet; to a point known as Point "A."

Thence N 84°31'55"E, a distance of 640.68 feet; to a point known as Point "B."

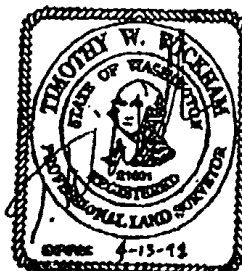
Thence N 05°50'15"W, for a distance of 151.91 feet;

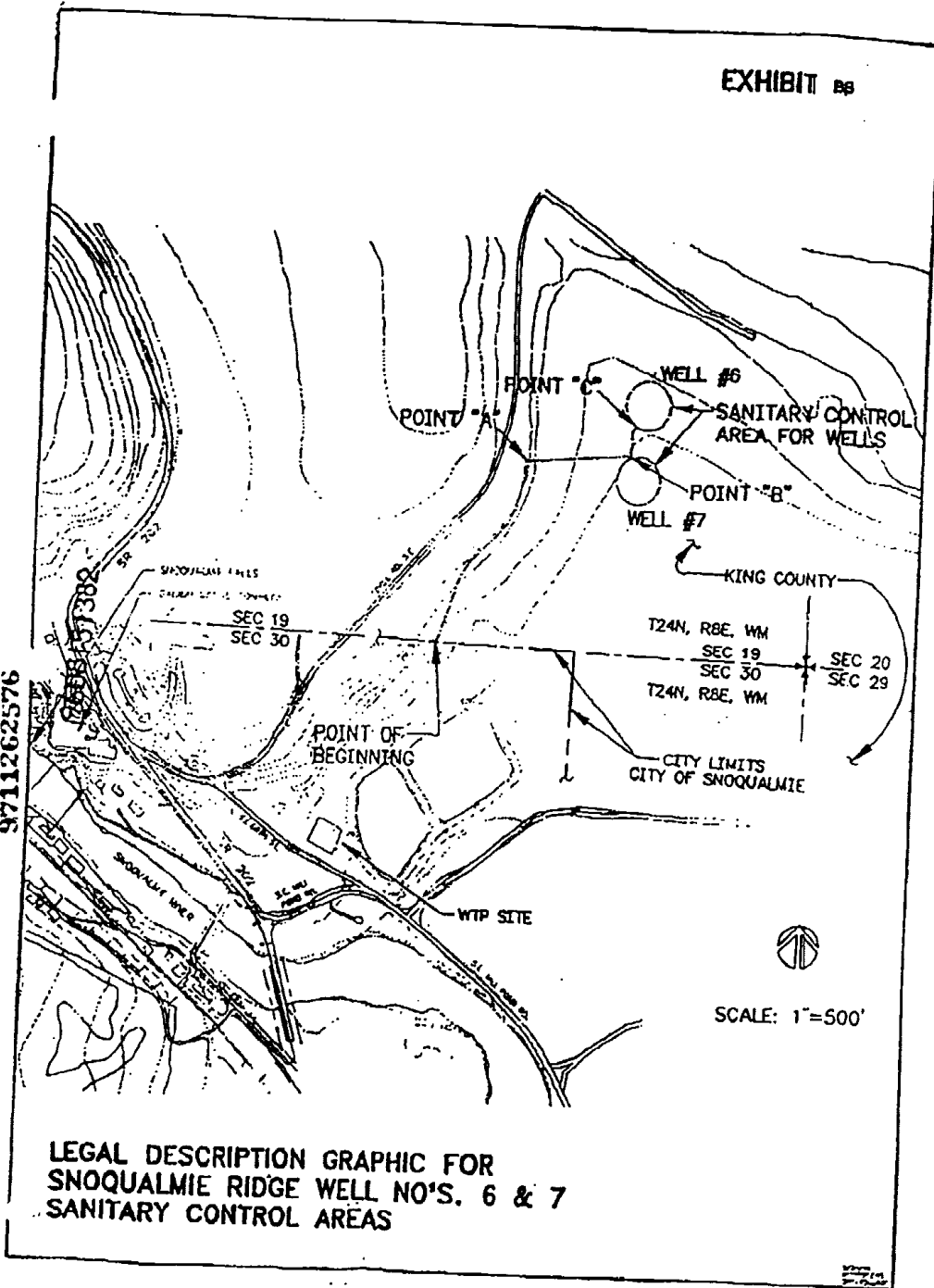
Thence N 33°41'24"E, for a distance of 14.98 feet to a point on the arc of a 100.00-foot radius circle whose center bears N 02°00'37"W. Said point being the terminus of this line and said point hereinafter referred to as Point "C."

The sanitary control area for Well No. 6 is defined by a 100.00-foot radius circle whose center bears N 02°00'37"W, 100.00 feet from the aforesaid Point "C."

The sanitary control area for Well No. 7 is defined by a 100.00-foot radius circle whose center bears S 05°50'15"E, a distance of 96.3 feet from the aforesaid Point "B."

All situate in King County, Washington.





**LEGAL DESCRIPTION GRAPHIC FOR
SNOQUALMIE RIDGE WELL NO'S. 6 & 7
SANITARY CONTROL AREAS**

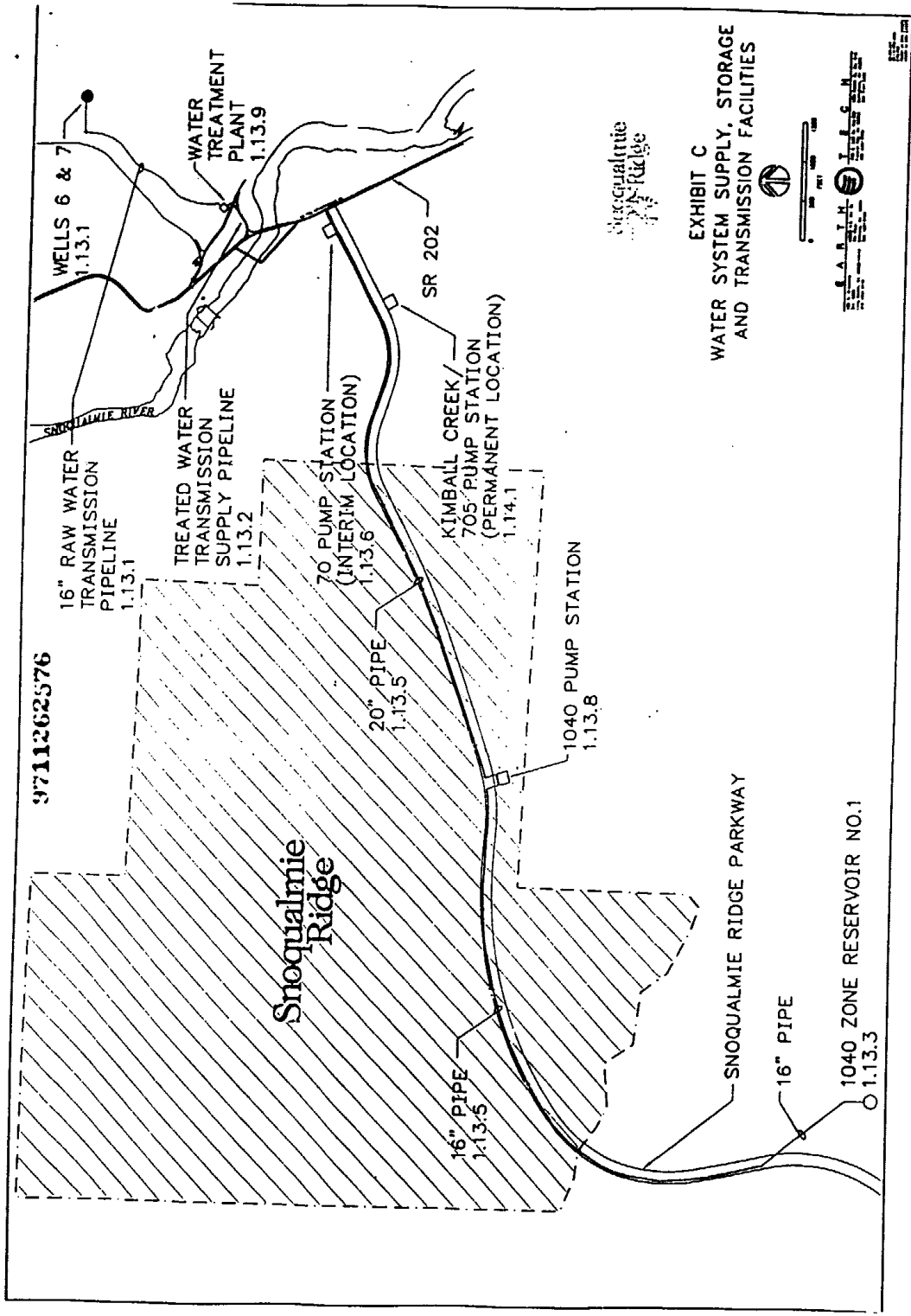


EXHIBIT A-3

**SNOQUALMIE RIDGE
WELL NOS. 6 & 7
AND RAW WATER TRANSMISSION PIPELINE**

A waterline construction and maintenance easement 30.00 feet in width, lying 10.00 feet westerly of and 20.00 feet easterly of a line described as follows:

Beginning at a point on the south line of Section 19, Township 24 North, Range 8 East, W.M. in King county, Washington, from which point the southeast corner of said Section 19 bears S 89°03'26"E, a distance of 1,639.94 feet;

Thence along a 520.00-foot radius curve to the left whose center bears N 58°40'45"W, through a central angle of 15°36'00", for an arc distance of 141.58 feet;

Thence N 15°43'15"E, a distance of 116.22 feet;

Thence N 13°47'27"E, a distance of 94.56 feet;

Thence along a 460.00-foot radius curve to the right whose center bears S 76°12'33"E, through a central angle of 32°00'58", for an arc distance of 257.04 feet;

Thence N 45°48'25"E, a distance of 119.75 feet;

Thence along a 500.00-foot radius curve to the left whose center bears N 44°11'35"W, through a central angle of 43°38'14", for an arc distance of 200.17 feet;

Then N 02°10'11"E, a distance of 87.47 feet to a point hereinafter referred to as Point "A."

Together with an easement 30.00 feet in width lying 10.00 feet northerly of and 20.00 feet southerly of a line described as follows:

Beginning at the aforesaid Point "A";

Thence N 84°31'55"E, a distance of 640.68 feet to a point hereinafter referred to as Point "B."

Together with an easement 30.00 feet in width lying 20.00 feet westerly of and 10.00 feet easterly of a line described as follows:

Beginning at the aforesaid Point "B";

Thence N 05°50'15"W, for a distance of 151.91 feet;

Thence N 33°41'24"E, for a distance of 14.98 feet to a point on the arc of a 100.00-foot radius circle whose center bears N 02°00'37"W. Said point being the terminus of this waterline description and said point hereinafter referred to as Point "C."

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Also, together with a sanitary control area easement for Well No. 6, lying within a 100.00-foot radius circle whose center bears N 02°00'37"W, 100.00 feet from the aforesaid Point "C."

Also, together with a sanitary control area easement for Well No. 7, lying within a 100.00-foot radius circle whose center bears S 05°50'15"E, a distance of 96.3 feet from the aforesaid Point B.

The sidelines to be extended or shortened to begin on the south line of said Section 19 and end on the arc of the 100.00-foot radius circle that bears N 02°00'37"W from said Point "C."

All situate in King County, Washington.

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ESM inc.



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Weyerhaeuser Real Estate Company
Snoqualmie Ridge
Job No. 129-05-941-018
October 15, 1996

EXHIBIT "A-4"
LEGAL DESCRIPTION FOR
1040 RESERVOIR SITE NUMBER 1

That portion of the south half of Section 35, Township 24 North, Range 7 East, W.M., King County, Washington, being more particularly described as follows:

COMMENCING at the south quarter corner of said Section 35;

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THENCE along the south line of said southwest quarter of Section 35 as shown on that Record of Survey by ESM, Inc., filed in Volume 84 of Surveys, Page 59, Recording No. 9112029004, Records of King County, Washington, N 88°43'21" W, 1143.21 feet to the centerline of that county road as shown on plans entitled "SR-90 - MP 15.87 to MP 23.73 - East Issaquah Interchange to Echo Lake Interchange", Sheet 22 of 47 dated February 11, 1971;

THENCE along said centerline, N 33°55'04" E, 11.14 feet to a found monument in case which marks said centerline AND is shown on said Record of Survey;

THENCE continuing along said centerline, N 33°55'04" E, 189.06 feet to the northerly margin of county road as shown on said plans and as conveyed to the State of Washington by deed filed under Recording No. 7302260492;

THENCE continuing N 33°55'04" E, 209.26 feet to a point of curvature;

THENCE northeasterly 588.18 feet along the arc of a tangent curve to the left, having a radius of 2000.00 feet, through a central angle of 16°51'00" to a point on said curve;

THENCE S 72°55'56" E, 75.00 feet to the TRUE POINT OF BEGINNING;

THENCE S 73°29'04" E, 55.60 feet;

THENCE S 30°02'22" E, 185.24 feet;

THENCE S 79°05'37" E, 221.58 feet;

Weyerhaeuser Real Estate Company
Snoqualmie Ridge Parkway
Job No. 129-05-941-018
October 15, 1996
Page 2

THENCE S 32°19'32" E, 124.20 feet;

THENCE S 12°14'48" E, 269.30 feet to a point of curvature;

THENCE easterly 344.58 feet along the arc of a tangent curve to the left, having a radius of 145.00 feet, through a central angle of 136°09'32";

THENCE S 58°24'20" E, 72.07 feet to a point of curvature;

THENCE northeasterly 138.51 feet along the arc of a tangent curve to the left, having a radius of 64.00 feet, through a central angle of 123°59'56" to a point of tangency;

THENCE N 02°24'16" W, 104.68 feet to a point of curvature;

THENCE northwesterly 77.01 feet along the arc of a tangent curve to the left, having a radius of 81.00 feet, through a central angle of 54°28'29" to a point of tangency;

THENCE N 56°52'45" W, 42.75 feet;

THENCE N 08°24'57" W, 53.33 feet to a point of curvature;

THENCE northwesterly 49.42 feet along the arc of a non-tangent curve to the left, having a radius of 28.00 feet, the radius point of which bears N 57°06'12" W, through a central angle of 101°07'44" to a point of tangency;

THENCE N 68°13'56" W, 15.54 feet;

THENCE S 67°43'55" W, 51.94' feet to Point "A";

THENCE continuing S 67°43'55" W, 68.82 feet;

THENCE N 29°23'23" W, 47.43 feet;

THENCE N 77°43'19" W, 38.43 feet to a point of curvature;

THENCE northwesterly 131.75 feet along the arc of a non-tangent curve to the left, having a radius of 72.00 feet, the radius point of which bears S 59°15'36" W, through a central angle of 104°50'40" to a point of tangency;

THENCE S 44°24'56" W, 42.29 feet;

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Weyerhaeuser Real Estate Company
Snoqualmie Ridge Parkway
Job No. 129-05-941-018
October 15, 1996
Page 3

THENCE N 32°19'31" W, 178.31 feet;

THENCE N 79°05'37" W, 220.62 feet;

THENCE N 30°02'22" W, 182.92 feet;

THENCE N 73°29'04" W, 71.53 feet to a point of curvature;

THENCE southwesterly 40.00 feet along the arc of a non-tangent curve to the right, having a radius of 2075.00 feet, the radius point of which bears N 74°02'12" W, through a central angle of 01°06'16" to the TRUE POINT OF BEGINNING.

Containing 3.90 acres, more or less.

TOGETHER with a strip of land 20 feet wide, lying 10 feet on each side of the following described centerline:

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Beginning at said Point "A";

THENCE N 17°14'21" W, 268.97 feet;

THENCE N 03°37'30" W, 62.25 feet;

THENCE N 21°10'17" W, 57.13 feet;

THENCE N 34°05'27" W, 289.20 feet;

THENCE N 27°17'11" W, 208.46 feet to Point "B";

THENCE continuing N 27°17'11" W, 195.91 feet;

THENCE N 30°40'56" W, 426.71 feet;

THENCE N 21°45'50" W, 141.89 feet to the northerly terminus of said centerline description.

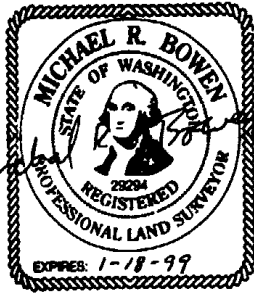
The sidelines of said 20 foot strip shall be lengthened or shortened to terminate at a line which bears N 11°01'34" W at said northerly terminus.

Weyerhaeuser Real Estate Company
Snoqualmie Ridge Parkway
Job No. 129-05-941-018
October 15, 1996
Page 4

TOGETHER with a strip of land 15 feet wide, the northeasterly line of which is the
southwesterly line of the above described 20 foot strip, bounded on the south by a line which
bears S 62°42'49" W from said Point "B" and on the north by a line which bears S 11°01'34" E
from the northerly terminus of the above described centerline

See attached Exhibit "A-4.1".

Written by: M.R.B.
Checked by: M.R.B./R.J.W.
legal/1290588



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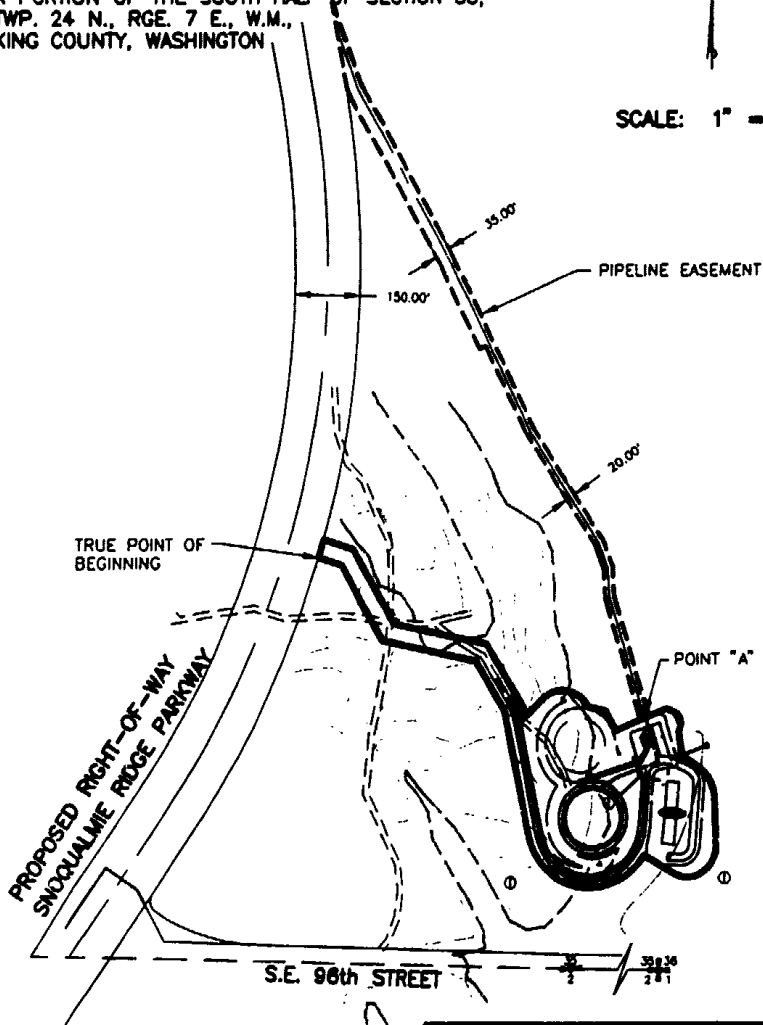
EXHIBIT "A-4.1"

TO ACCOMPANY LEGAL DESCRIPTION FOR
1040 RESERVOIR SITE NUMBER 1

A PORTION OF THE SOUTH HALF OF SECTION 35,
TWP. 24 N., RGE. 7 E., W.M.,
KING COUNTY, WASHINGTON



SCALE: 1" = 300'



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JOB NO. 129-05-941-018
 DRAWING NAME : 129\05\EXH-A4
 DATE : 11-04-97
 DRAWN : C.A.F. / M.R.B.
 SHEET 1 OF 1



ESM Inc.
 A FULL SERVICE LAND SURVEY AND PROJECT MANAGEMENT CONSULTING FIRM
 720 SO. 346TH STREET
 FEDERAL WAY, WASHINGTON 98003
 PHONE: (206) 838-8113

ESM inc.



A CIVIL ENGINEERING, LAND SURVEY, AND PROJECT MANAGEMENT CONSULTING FIRM

Snoqualmie Ridge
Job No. 129-05-941-018
June 20, 1997

EXHIBIT "A-5"

LEGAL DESCRIPTION FOR 1040 PUMP STATION SITE

That portion of the southwest quarter of Section 25, Township 24 North, Range 7 East, W.M., King County, Washington, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 25, being a 1/2" iron pipe, with tack, as shown on that Record of Survey by ESM, Inc., filed in Volume 84 of Surveys, Page 59, Recording Number 9112029004, Records of King County, Washington;

THENCE along the south line of said southwest quarter, S 87°28'37" East, 1258.75 feet;

THENCE N 00°00'00" E, 131.77 feet to the TRUE POINT OF BEGINNING;

THENCE continuing N 00°00'00" E, 124.18 feet;

THENCE N 22°41'12" E, 153.82 feet;

THENCE N 11°41'45" W, 14.40 feet;

THENCE easterly 46.57 feet along the arc of a non-tangent curve to the left, having a radius of 2075.00 feet, the radius point of which bears N 11° 41'45" W, through a central angle of 01°17'09";

THENCE S 22°41'12" W, 135.44 feet;

THENCE S 00°00'00" W, 31.59 feet;

THENCE S 44°48'31" E, 79.77 feet;

THENCE S 90°00'00" E, 261.92 feet;

THENCE S 00°00'00" E, 69.58 feet;

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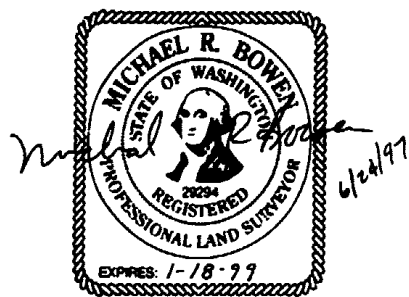
Snoqualmie Ridge
Job No. 129-05-941-018
June 20, 1997

THENCE S 88°50'37" W, 367.87 feet to the TRUE POINT OF BEGINNING.

Containing 36,580 feet, more or less.

See attached Exhibit "A-5.1".

Written by: M.R.B.
Checked by: R.J.W.



\\esr1\system-jobs\129\05\941\document\1040\pump.doc

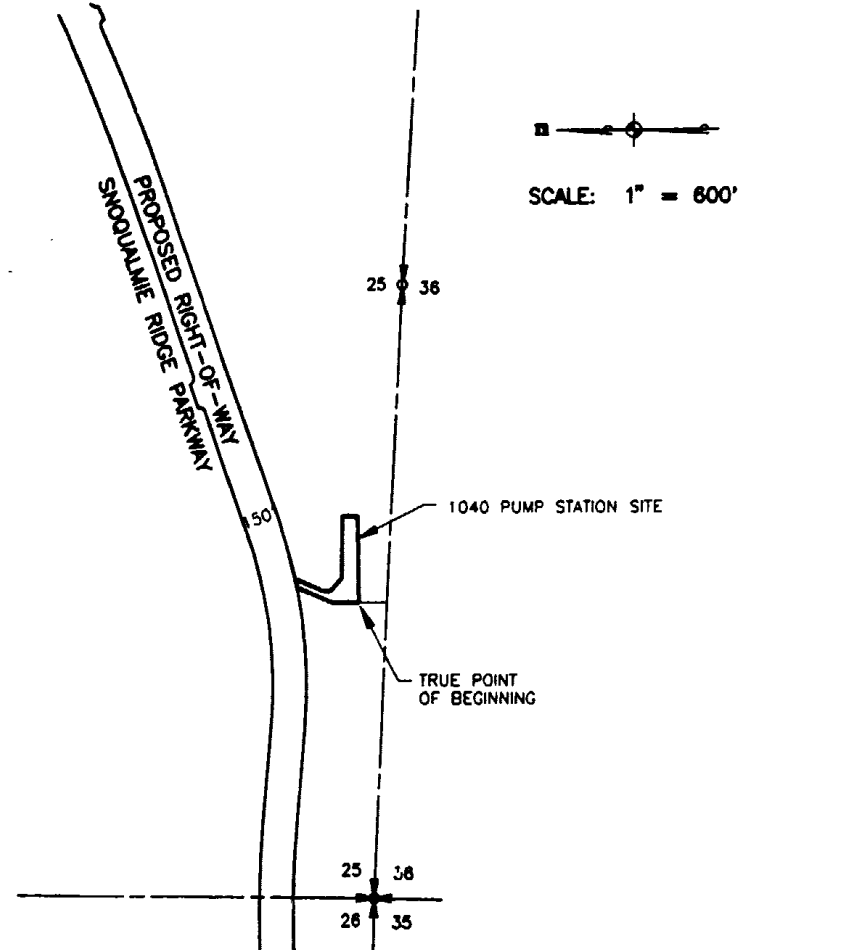
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EXHIBIT 'A-5.T'

TO ACCOMPANY LEGAL DESCRIPTION FOR
THE 1040 PUMP STATION SITE

A PORTION OF THE SOUTH HALF OF SECTION 25,
TWP. 24 N., RGE. 7 E., W.M.,
KING COUNTY, WASHINGTON



JOB NO. 129-05-941-018
DRAWING NAME : EXH-A5
DATE : 06-12-97
DRAWN : M.R.B.
SHEET 1 OF 1

ESM inc.
1000 WASHINGTON AVE. SUITE 200
720 90. 346TH STREET
FEDERAL WAY, WASHINGTON 98003
PHONE: (206) 836-8113

Exhibit B
CITY OF SNOQUALMIE WASTEWATER TREATMENT PLANT SITE

That portion of the Northeast quarter of Section 30, Township 24 North, Range 8 East, W.M., King County, Washington, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 30:

THENCE along the North line of said Northeast quarter, N 89°03'26" W, 913.57 feet to the TRUE POINT OF BEGINNING:

THENCE S 00°56'34" W, 654.35 feet to a line 30.00 feet Northwesterly of and parallel with the centerline of the existing asphalt road serving the Snoqualmie Ridge Treatment Plant;

THENCE along said parallel line Southwesterly 181.05 feet along the arc of a non-tangent curve to the left, having a radius of 390.00 feet, the radius point of which bears S 06°15'13" E, through a central angle of 26°35'52" to a point of tangency;

THENCE continuing along said parallel line, S 57°08'55" W, 71.90 feet to a point of curvature;

THENCE continuing along said parallel line, Southwesterly 92.24 feet along the arc of a tangent curve to the left, having a radius of 1530.00 feet, through a central angle of 03°27'15" to a point of tangency;

THENCE continuing along said parallel line, S 53°41'40" W, 241.00 feet to a point of curvature;

THENCE continuing along said parallel line, Southwesterly 344.73 feet along the arc of a tangent curve to the left, having a radius of 1530.00 feet, through a central angle of 12°54'34" to the Northeasterly margin of S.E. Millpond Road (AKA Asa J. Story Road);

THENCE along said Northeasterly margin, Northwesterly 242.79 feet along the arc of a non-tangent curve to the left, having a radius of 1939.86 feet, the radius point of which bears S 34°17'01" W, through a central angle of 07°10'16" to a point of tangency;

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THENCE continuing along said Northeasterly margin,
N 62°53'15" W, 391.94 feet to a point of curvature;

THENCE continuing along said Northeasterly margin,
Northwesterly 218.81 feet along the arc of a tangent curve to
the right, having a radius of 924.93 feet, through a central
angle of 13°33'15" to a point of tangency;

THENCE continuing along said Northeasterly margin,
N 49°20'00" W, 155.57 feet to a point of curvature;

THENCE continuing along said Northeasterly margin, Northerly
89.04 feet along the arc of a tangent curve to the right,
having a radius of 45.00 feet, through a central angle of
113°22'27" to a point of reverse curvature on the Southeasterly
margin of Tokul Road S.E. (AKA Adolph Weller County Road);

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THENCE continuing along said Southeasterly margin,
Northeasterly 214.80 feet along the arc of a tangent curve to
the left, having a radius of 377.25 feet, through a central
angle of 32°37'23" to a point of tangency;

THENCE continuing along Southeasterly margin, N 31°25'04" E,
302.21 feet to a point of curvature;

THENCE continuing along said Southeasterly margin,
Northeasterly 157.99 feet along the arc of a tangent curve to
the right, having a radius of 543.14 feet, through a central
angle of 16°40'00" to a point of tangency;

THENCE continuing along said Southeasterly margin,
N 48°05'04" E, 117.45 feet to the North line of said Northeast
quarter of Section 30;

THENCE along said North line, S 89°03'26" E, 1107.79 feet to
the TRUE POINT OF BEGINNING;

Containing 30.372 acres, more or less, see attached Exhibit
"R".

Written by: C.A.G.
Checked by: R.J.W.

L6:L59



EXHIBIT C

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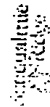
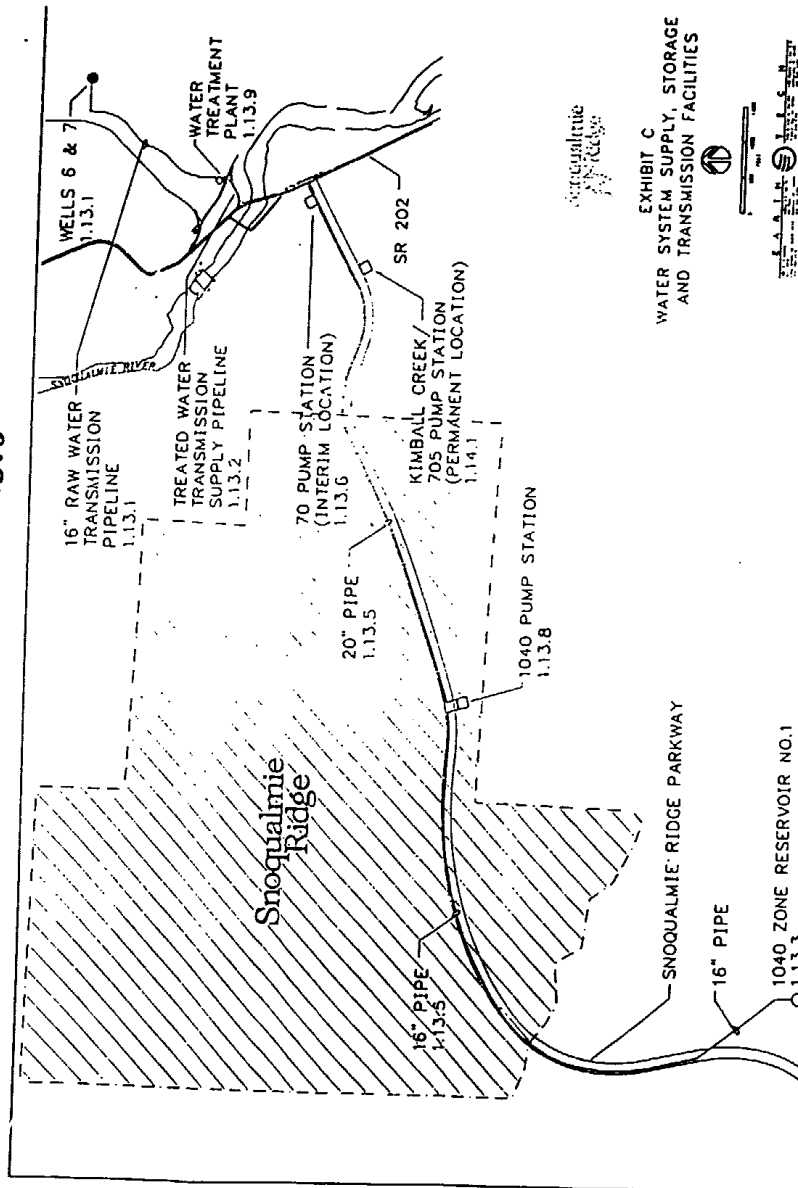


EXHIBIT C
WATER SYSTEM SUPPLY, STORAGE
AND TRANSMISSION FACILITIES



DATE

EXHIBIT D

WATER SYSTEM EQUIPMENT AND FIXTURES

1. The MMI including Wonderware Software and necessary programming currently located at the Public Works Shop will be moved to the Water Treatment Plant upon its completion. This MMI will be augmented by a lap-top which will be used by the current City Public Works Facility or in a Standby mode after normal work hours. This will require one (1) additional phone line. A second lap-top shall be provided for the waste-water treatment plant.

Budget estimate: \$15,000

2. A contract or contracts with Technical Systems, Inc. (TSI), holding them responsible for one year from conveyance to the City for the successful functioning of the individual and interactive overall control system of the City's water, sanitary sewer and Class "A" reclaimed water systems built by WRECO for the City of Snoqualmie under their respective Developer Extension Agreements.

3. Training of City personnel to operate the water system consistent with the standards established for the wastewater treatment plant.

4. Commissioning and startup of the water system consistent with the standards established for the wastewater treatment plant.

5. Intrusion and smoke/fire alarm systems for all water, sanitary sewer and Class A water system buildings including reservoirs and their control cabinets which have not been provided in the plans and specifications. Such alarm systems shall be connected to the MMI's through telemetry or hard wiring. The MMI's shall be programmed to incorporate such alarms into the other alarm/auto-dial system.

Budget estimate: \$5,000

6. One motor controlled valve at the 1040 Reservoir outlet which can be operated manually from the laptop computer through the MMI's.

Budget estimate: \$8,000

7. Laboratory equipment as required for the Water Treatment Plant, including:

- (1) Desk
- (1) Desk Chair
- (1) Table (small)
- (2) Chairs
- (1) Two Drawer File Cabinet
- (1) Waste Basket

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- (1) Book Case (small)
- (1) Shop Type Storage Cabinet
- (1) Electronic colorimeter for iron and manganese measurement
- (1) Emergency repair Kit "A" for 150 pound Chlorine cylinders
- (1) Self-contained breathing apparatus (SCBA) with 30 minute air supply and non-corrosive wall cabinet, Clear Water Tech spare parts-two each of ozone feed line check valves, air filters and pressure regulators

Budget estimate: \$3,000

8. Two computer stations complete with 17" monitors, laser printers, and preventive maintenance software, such as Data Stream, that is Windows based with dialogue box entry and capable of: a) direct recovery of Wonderware Software produced data; b) generating work orders; c) job cost accounting for all public works activities; d) producing daily, weekly, monthly and annual reports for job activities performed and to be performed by department, employee, and piece of equipment.

Budget estimate: \$16,000, one half to be paid under the Utilities Maintenance and Operation Shortfall Agreement.

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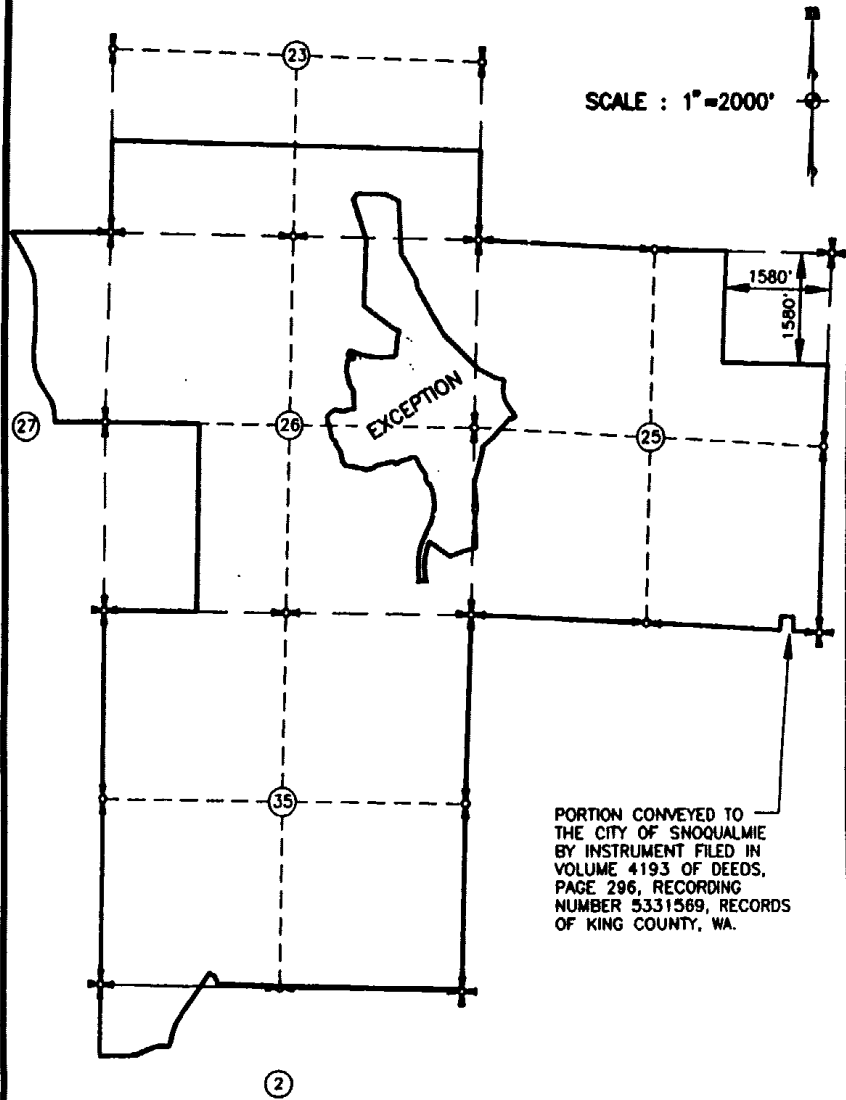
The budget estimates are for purposes of indicating the general scope of the equipment and fixtures described. Actual costs may be lower or higher than estimated, but the City and WRECO agree to find the most economical solution to provide this equipment and fixtures.

EXHIBIT "X"

TO ACCOMPANY LEGAL DESCRIPTION FOR REMAINDER

A PORTION OF SECTIONS 23, 25, 26, 27 AND 35, T. 24 N., R. 7 E., W.M.
AND SECTION 2, T. 23 N., R. 7 E., W.M., KING COUNTY, WASHINGTON

9711262576



ESM Inc.
 720 S. 348th STREET
 FEDERAL WAY, WASHINGTON 98003
 PHONE : (206) 838-6113

JOB NO. 129-05-941-017
 DRAWING NAME : 129\05\941\EXH-B1
 DATE : 04-24-97
 DRAWN : R.J.W./C.A.F.
 SHEET 1 OF 1

**BILL OF SALE
FOR SNOQUALMIE RIDGE WATER SYSTEM
AND RELATED IMPROVEMENTS**

WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation, (“WRECO”), in consideration of compliance with Sections 2.1.9 and 2.1.10 of the Snoqualmie Ridge Water System Developer Extension Agreement, dated November 19, 1997 (“Developer Extension Agreement”), does by these presents, grant, bargain, sell and deliver unto the CITY OF SNOQUALMIE (the “City”) all those improvements more specifically described in **EXHIBIT A**, attached hereto and incorporated herein by this reference.

WRECO, for its successors, heirs, executors, administrators and assigns, covenants and agrees to and with the City that: (1) WRECO is the owner of such personal property and has good right and full authority to grant the same, and that it will warrant and defend the grant hereby made unto the City, its successors, and assigns, against all and every person or persons, whomsoever, lawfully claiming the same; (2) WRECO provides more specific warranties as set forth in **EXHIBIT B** attached hereto and incorporated herein by this reference, and as agreed upon in Section 2.1.10 of the Developer Extension Agreement; and (3) to the extent that some elements of work are still being finalized, as identified in **EXHIBIT C** which is incorporated herein by this reference, and some bills for work completed are yet to be paid, as estimated in the Statement of Costs attached to the Affidavit of Completion of Work and Payment of Costs, WRECO will provide a bond to the City for 150% of the cost of completion of those elements yet to be paid for or completed.

EXECUTED this 23 day of February, 1998.

WEYERHAEUSER REAL ESTATE COMPANY

By James A. Nyberg
James A. Nyberg
Its Assistant Vice President

EXHIBIT A

LIST OF IMPROVEMENTS

1. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Wells 6 and 7 and Raw Water Transmission Pipelines, April 1996, prepared by Earth Tech, Inc.
2. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Water Treatment Plant, prepared by Earth Tech, Inc., and approved by the City on February 13, 1997.
3. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Treated Water Transmission Supply Pipeline, June 1996, prepared by Earth Tech, Inc.
4. Plan entitled Snoqualmie Ridge Water System Transmission Pipeline Connection Detail, 1 sheet prepared by Earth Tech, Inc., and approved by the City on December 29, 1997.
5. Sheets 36 through 39 and 59 through 77 of a plan set entitled Phase 3 Construction Plans for Snoqualmie Ridge Parkway and Related Improvements, July 1996, prepared by ESM, Inc., which constitute domestic water supply distribution pipeline located within the Snoqualmie Parkway (the "Parkway Water Lines") and including pipelines within SR-202.
6. Plans and specifications entitled 705 Zone Pump Station and Pipeline, prepared by Earth Tech, Inc., for the 705 Pump Station Facility, submitted to and approved by the City on August 10, 1995, excepting pipelines shown in this set of plans and specifications, which have not been built.
7. 705 pump facilities, mechanical and electrical appurtenances, and water pipeline improvements only from the plans and specifications entitled City of Snoqualmie, Wastewater Facility Improvements, Kimball Creek Pump Station/705 Pump Station, prepared by KCM, Inc., and approved by the City on June 19 and 23, 1997.
8. Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Pump Station, prepared by Earth Tech, Inc., and approved by the City on January 30, 1997.
9. Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Zone Reservoir No. 1, May 1996, prepared by Earth Tech, Inc.

10. Plans and specifications for the potable water system portion of the Monitoring and Control Systems for the Snoqualmie Ridge Water System and Class A System, prepared by Earth Tech, Inc., and approved by the City on November 20, 1997.

EXHIBIT B

WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties in the Snoqualmie Ridge Water System Developer Extension Agreement (“Developer Extension Agreement”), WRECO warrants that work performed in construction of the Snoqualmie Ridge Water System (“Water System”) conforms to the requirements of the Developer Extension Agreement and is free of any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers.

(b) This warranty shall continue for a period of one (1) year from the date of conveyance to the City of the Water System components identified in the Bill of Sale, provided, however, that i) for equipment and work identified in **EXHIBIT C ATTACHMENT C-2**, the warranty shall continue for a period of one (1) year from the date that the Water Treatment Plant is completed consistent with plans and specifications and approved as ready for operation by the City, which approval shall not be unreasonably withheld, and ii) for the Water System improvements within the Parkway, the warranty shall run for a period of one (1) year from the date that the final lift is completed, and iii) for the 705 connection described in **Exhibit C Attachment C-3**, the warranty shall run for a period of one (1) year from the date that the change over from the 599 zone to the 705 zone is accomplished.

(c) During the warranty period, WRECO shall remedy at its expense any failure to conform, or any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers. WRECO shall complete the remaining work items listed in **EXHIBIT C** with due diligence, and that work shall also be covered by this warranty. WRECO shall correct such other deficiencies in the Facilities’ construction and/or equipment that become apparent during the warranty period, provided that WRECO and the City agree that an identified correction is reasonable and necessary to the proper functioning of the Facilities as agreed to in the Developer Extension Agreement. Nothing in this Warranty shall be construed to amend, change, or expand the scope of the Facilities agreed to in the Developer Extension Agreement.

Nothing in this agreement shall limit WRECO’s right to direct that remedial work be performed by its contractors, subcontractors, or suppliers, or that WRECO be reimbursed by the same, as may be provided by contract or warranty between WRECO and its contractors, subcontractors and suppliers. In addition, WRECO shall remedy at its expense any damage to City-owned or controlled real or personal property when that damage is the result of:

1. WRECO's failure to conform to requirements of the Developer Extension Agreement; or
2. Any defect in material or workmanship furnished.

(d) The City shall notify WRECO, in writing, within a reasonable time not to exceed 30 days after the discovery of any failure, defect, or damage. The notice shall include a reasonable time stated for completion of the repair work. WRECO shall start work to remedy such defects within a reasonable time of written notice of discovery thereof by the City and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay, where loss of services may result, or in the interest of public safety, such corrections may be made by the City, in which case the cost shall be borne by WRECO. In such case, the City shall provide written notice to WRECO and include a cost estimate of the work to be performed by the City. In the event WRECO does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by WRECO.

(e) Pursuant to Section 2.1.10.3 of the Developer Extension Agreement, WRECO hereby assigns to the City the right to enforce all contractual warranties, express or implied, granted to WRECO from contractors, subcontractors, or suppliers for work performed and materials furnished for construction or equipping of the Water System, to the extent that such assignment is consistent with the terms of said warranty(ies). The City and WRECO will cooperate as necessary to enforce all applicable warranty provisions.

(f) Unless a defect is caused by negligence of WRECO, its contractors, subcontractors or suppliers at any tier, WRECO shall not be liable for the repair of any defects of material or design furnished by the City, nor for the repair of any damage that results from any defect in City-furnished material, design, or operation.

EXHIBIT C
ELEMENTS TO BE COMPLETED

- A. As Built Record Drawings to be submitted within 30 days of conveyance (See **ATTACHMENT C-1**)
- B. Water Treatment Plant to be completed consistent with Plans and Specifications (See **ATTACHMENT C-2**)
- C. Change over from 599 Zone to 705 Zone to be completed and PRVs to be installed and operational (See **ATTACHMENT C-3**)
- D. 1040 Reservoir to be completed consistent with Plans and Specifications (See **ATTACHMENT C-4**)
- E. Finish Punchlist items for individual Water System facilities (To be provided by the City following inspection)
- F. Work with City to install FF&E per **EXHIBIT D** to the Snoqualmie Ridge Water System Developer Extension Agreement

ATTACHMENT C-1
AS BUILT RECORD DRAWINGS

Earth Tech, Inc. and ESM, Inc. are proceeding with As Built Record Drawings (As Builts) for the Water System, and have assured WRECO that As Builts will be issued within 30 days of conveyance for those components of the Water System that are completed.

Action: Earth Tech, Inc. will provide As Builts and certification to DOH that construction of all components of the Water System, except for water lines in the Parkway, complied with the approved plans and specifications. The Parkway lines shall be certified by KBA. ESM, Inc. will provide As Builts for the lines in the Parkway.

ATTACHMENT C-2

WATER TREATMENT PLANT PLANS & SPECIFICATIONS

The work required to complete construction of the Water Treatment Plant includes:

- Installation of ozone contact tanks and interconnecting piping
- Completion of installation of electrical panels and wiring
- Exterior finish grading and landscaping
- Pressure testing and disinfection of the ozone contact tanks, pressure filter tanks, and process piping
- Completion of the of Monitoring and Control System for Potable Water System
- Startup and testing of operation
- Training of City Staff
- Punch list items identified by the City as a result of final inspection following completion of construction

Action: WRECO will cause the construction work to be completed in accordance with the Plans and Specifications entitled “Snoqualmie Ridge Water Supply System - Water Treatment Plant, February 1997, prepared by Earth Tech, Inc., and approved by the City Engineer on February 13, 1997.

Pressure testing, disinfection, and startup and testing of operations will be performed in accordance with procedures to be identified and documented by WRECO and reviewed and approved by the City, as provided in **EXHIBIT D SECTION 4** of the Snoqualmie Ridge Water System Developer Extension Agreement.

WRECO will cause the construction of the Water Treatment Plant to be completed and the operation of the process components to be adjusted as required to produce treated water that complies with the maximum containment levels defined by WAC 246-290-310 for iron (Fe) and Manganese (Mn).

WRECO will cause the potable water system Monitoring and Control System to be installed and tested consistent with **EXHIBIT D SECTION 2** of the Snoqualmie Ridge Water System Developer Extension Agreement.

ATTACHMENT C-3
599 ZONE TO 705 ZONE CHANGE OVER

The connection of the Water Treatment Plant and wells on the north side of the Snoqualmie River to the new Snoqualmie Ridge Water Supply System (pipeline along SR 202 and Snoqualmie Parkway, 1040 Pump Station, and 1040 Reservoir) on the south side of the river will be accomplished by the construction shown on the plan entitled “Snoqualmie Ridge Water Supply System - Transmission Pipeline Connection Detail, December 1997” prepared by Earth Tech, Inc., and approved by the City Engineer on December 29, 1997. Since this connection will convert the existing pipeline on the SR 202 bridge and along SR 202 north of the bridge from the existing 599 Zone to the new 705 Zone, pressure reducing valves must be installed on all services north of the bridge before the connection is completed.

Action: WRECO will cause construction of the pressure reducing valves as described in the memorandum dated January 8, 1998, to Bob Hanson, City of Snoqualmie, from George Nordby, Earth Tech, Inc., regarding Pressure Reduction for Salish Lodge and Related Services at no cost to the City. After such valves are installed, tested and approved by the Salish Lodge, Puget Sound Energy and the City of Snoqualmie, WRECO will cause construction of the connection shown on the plan referenced above at no cost to the City. The connection shall be undertaken consistent with a Water Treatment Plant Facilities Phase 2 Activation Plan being prepared by Earth Tech, Inc., subject to the City’s approval, which shall not be unreasonably withheld.

SUBJECT: Pressure Reduction for Salish Lodge and Related Services

TO: Bob Hanson, City of Snoqualmie

DATE: January 8, 1998

FROM: George Nordby

We have completed our investigation of the subject pressure reduction requirements. This has included acquiring data and information from PSE and Salish Lodge. It is our recommendation that the Salish Lodge be responsible for installation of six pressure reducing valve assemblies as specified on the attached sketches titled Salish Lodge PRV Additions. Five of the PRV assemblies will be installed outdoors downstream of the existing City meters (see attached site plan). The remaining PRV assembly will serve the Lodge itself and will be installed in a room where the 4-inch building service enters the building. This procedure will eliminate the need for RCI to perform work on private property and the associated liability and will place the complete responsibility for management of service shut down PRV assembly with the Salish Lodge.

Kathryn Dennis of Weyerhaeuser has advised me that they approve of our above recommendation. They require a minimum of two plumbing contractor quotes from the Salish Lodge for review. Upon Weyerhaeuser approval of a plumbing contractor and the associated terms and conditions, the Salish Lodge will be authorized to perform the work which will be paid for by Weyerhaeuser.

APPROVED:


City of Snoqualmie

1/8/98
Date

ATTACHMENT C-4 1040 RESERVOIR

The 1040 Reservoir structure is substantially complete. Some site work remains to be completed consistent with the plans and specifications and applicable King County permits. Work that remains to be completed includes erecting a fence around the site perimeter, providing an easement for access from 96th street, and conversion of the construction sedimentation pond to a permanent water quality detention pond.

Action: WRECO will cause the 1040 Reservoir construction and site work to be completed consistent with plans and specifications and County permits, at no cost to the City.

**AFFIDAVIT OF COMPLETION OF WORK
AND PAYMENT OF COSTS**

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING

I, James C. Nyberg, Assistant Vice President of Weyerhaeuser Real Estate Company ("WRECO"), of the City of Federal Way, County of King, and State of Washington, being first duly sworn upon oath, deposes and says that:

(1) WRECO is the present owner and developer of the Snoqualmie Ridge Water System;

(2) The improvements described on **EXHIBIT A** to the Bill of Sale (the "Facilities") have been completed in accordance with the plans and specifications listed therein with the exception of the Water Treatment Plant, which is not yet complete;

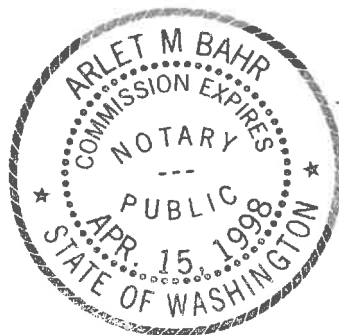
(3) All bills for labor and material incurred in the construction of the Facilities have been fully paid and satisfied, except for the items indicated in the "Snoqualmie Ridge Water System Estimated Total Cost," attached hereto as **ATTACHMENT 1**;

(4) There are no liens of any kind or character against the Facilities for labor performed or material furnished unless noted above; and

(5) WRECO agrees to pay all outstanding invoices and hold the City harmless against any lien claims arising from the furnishing of labor and materials for the Facilities.

James C. Nyberg

SUBSCRIBED AND SWORN to before me this 23rd day of February, 1998.



Arlet M. Bahr

Printed Name Arlet M. Bahr
NOTARY PUBLIC in and for the State of Washington,
residing at Pierce County
My Commission Expires 4/15/98

WEYERHAEUSER REAL ESTATE COMPANY

WATER SYSTEM

ESTIMATED TOTAL COST

Cost Center	Cost Code	Item Description	Invoiced Costs	Estimated To Complete
2104531	All	Water Supply Source	1,616,695	729,392
2104532	Various	1040 Reservoir	1,823,847	273,153
2104533	All	Water Transmission (705 & 1040 Pump Station)	2,543,886	343,701
2104611	146000	1040 Pump Station-Landscaping	-	38,400
2104621	All applicable	Project Management- Prop. Distribution	1,496,768	98,029
2104621	130202.02&3	City of Snoqualmie Services / Bonds / Fees	180,517	26,106
2104622	All applicable	General Site- Proportional Distribution	638,564	77,414
Totals			\$8,300,277	\$1,586,195

TOTAL ESTIMATED COST: \$9,886,473

**BILL OF SALE
FOR SNOQUALMIE WASTEWATER TREATMENT FACILITIES
AND RELATED IMPROVEMENTS**

WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation, ("WRECO"), in consideration of compliance with Sections 2.1.11 and 2.1.12 of the Snoqualmie Wastewater Treatment Facilities Developer Extension Agreement dated August 16, 1996 ("Developer Extension Agreement"), does by these presents, grant, bargain, sell and deliver unto the CITY OF SNOQUALMIE (the "City") all those improvements more specifically described in **EXHIBIT A**, attached hereto and incorporated herein by this reference.

WRECO, for its successors, heirs, executors, administrators and assigns, covenants and agrees to and with the City that: (1) WRECO is the owner of such personal property and has good right and full authority to grant the same, and that it will warrant and defend the grant hereby made unto the City, its successors, and assigns, against all and every person or persons, whomsoever, lawfully claiming the same; (2) WRECO provides more specific warranties as set forth in **EXHIBIT B** attached hereto and incorporated herein by this reference, and as agreed upon in Section 2.1.12 of the Developer Extension Agreement; and (3) to the extent that some elements of work are still being finalized, as identified in **EXHIBIT C** which is incorporated herein by this reference, and some bills for work completed are yet to be paid, as estimated in the Statement of Costs attached to the Affidavit of Completion of Work and Payment of Costs, WRECO will provide a bond to the City for 150% of the cost of completion of those elements yet to be paid for or completed.

EXECUTED this 9th day of February, 1998.

WEYERHAEUSER REAL ESTATE COMPANY

By James A. Nyberg
James A. Nyberg
Its Assistant Vice President

EXHIBIT A

LIST OF IMPROVEMENTS

1. Improvements described in plans and specifications entitled City of Snoqualmie, Washington, Wastewater Facility Improvements, Wastewater Treatment Plant, June, 1996, prepared by KCM, Inc., with such modifications as have been approved by the City Engineer as of the date of conveyance.

2. Plans and specifications entitled City of Snoqualmie, Washington, Wastewater Facility Improvements, Pipelines and Outfalls, June 1996, prepared by KCM, Inc.

3. Algae sweepers described in **EXHIBIT C-1** of the Snoqualmie Wastewater Treatment Facilities Developer Extension Agreement.

4. Sanitary sewer improvements described in Sheets 37 through 39 and 66 through 77 of 86 of a plan set entitled Phase 3 Construction Plans for Snoqualmie Ridge Parkway and Related Improvements, prepared by ESM, Inc. with such modifications as have been approved by the City Engineer as of the date of conveyance.

Improvements described in plans and specifications entitled Class A Transmission Pipeline, June 1996, prepared by Earth Tech, will be delivered to the City by a separate Bill of Sale. Furniture, fixtures, and equipment are covered by the bond accompanying this Bill of Sale, and will be obtained as provided by **EXHIBIT C-1** of the Snoqualmie Wastewater Treatment Facilities Developer Extension Agreement.

EXHIBIT B

WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties in the Snoqualmie Ridge Wastewater Treatment Facilities Developer Extension Agreement (“Developer Extension Agreement”), WRECO warrants that work performed in construction of the Snoqualmie Ridge Wastewater Treatment Facilities (“Wastewater Facilities”) conforms to the requirements of the Developer Extension Agreement and is free of any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers.

(b) This warranty shall continue for a period of one (1) year from the date of conveyance of the Wastewater Facilities to the City; provided, however, that for equipment and work identified in **EXHIBIT C ATTACHMENTS C, E and F**, the warranty shall continue for a period of one (1) year from the date that existing problems are resolved and the equipment is operating with the City’s approval, which shall not be unreasonably withheld.

(c) During the warranty period, WRECO shall remedy at its expense any failure to conform, or any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers. WRECO shall complete the remaining work items listed in **EXHIBIT C** with due diligence, and that work shall also be covered by this warranty. WRECO shall correct such other deficiencies in the Facilities’ construction and/or equipment that become apparent during the warranty period, provided that WRECO and the City agree that an identified correction is reasonable and necessary to the proper functioning of the Facilities as agreed to in the Developer Extension Agreement. Nothing in this Warranty shall be construed to amend, change, or expand the scope of the Facilities agreed to in the Developer Extension Agreement.

Nothing in this agreement shall limit WRECO’s right to direct that remedial work be performed by its contractors, subcontractors, or suppliers, or that WRECO be reimbursed by the same, as may be provided by contract or warranty between WRECO and its contractors, subcontractors and suppliers. In addition, WRECO shall remedy at its expense any damage to City-owned or controlled real or personal property when that damage is the result of:

- (1) WRECO’s failure to conform to requirements of the Developer Extension Agreement; or
- (2) Any defect in material or workmanship furnished.

(d) The City shall notify WRECO, in writing, within a reasonable time not to exceed 30 days after the discovery of any failure, defect, or damage. The notice shall include a reasonable time stated for completion of the repair work. WRECO shall start work to remedy such defects within a reasonable time of written notice of discovery thereof by the City and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay, where loss of services may result, or in the interest of public safety, such corrections may be made by the City, in which case the cost shall be borne by WRECO. In such case, the City shall provide written notice to WRECO and include a cost estimate of the work to be performed by the City. In the event WRECO does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by WRECO.

(e) Pursuant to Section 2.1.12 of the Developer Extension Agreement, WRECO hereby assigns to the City the right to enforce all contractual warranties, express or implied, granted to WRECO from contractors, subcontractors, or suppliers for work performed and materials furnished for construction or equipping of the Wastewater Facilities, to the extent that such assignment is consistent with the terms of said warranty(ies). The City and WRECO will cooperate as necessary to enforce all applicable warranty provisions.

(f) Unless a defect is caused by negligence of WRECO, its contractors, subcontractors or suppliers at any tier, WRECO shall not be liable for the repair of any defects of material or design furnished by the City, nor for the repair of any damage that results from any defect in City-furnished material, design, or operation.

EXHIBIT C ELEMENTS TO BE COMPLETED

- A. As Built Record Drawings to be submitted within 30 days of conveyance (See Attachment A)
- B. Assure proper functioning of non-potable water system (Synchro-Flow Pumps) (See Attachment B)
- C. Assure filter reliability (See Attachment C)
- D. Well abandonment to be performed according to Plan (See Attachment D)
- E. Comply with PSAPCA odor control requirements (See Attachment E)
- F. Sand Filter By-Pass (See Attachment F)
- G. Finish punchlist items from December 15 letter and City's punchlist (See Attachment G)
- H. Work with City to install FF&E, according to Exhibit C-1 to the WWTP Developer Extension Agreement

ATTACHMENT A

AS BUILT RECORD DRAWINGS

KCM and EISI are proceeding with As Built Record Drawings (As Builts) for the WWTP. Jim Santroch has assured WRECO that KCM drawings will be issued within 30 days of conveyance. The Cutler Hammer electrical schematics for the MCC's have been hand-marked to show the corrections made during startup, and if necessary will be submitted with the DOE certification.

Action: Howard Woodward is working with KCM, RCI and Cutler Hammer to determine the best method to obtain final record drawings of electrical schematics. If drawings are not forthcoming from Cutler Hammer, WRECO will cause final As Builts to be prepared, at no expense to the City, within 180 days.

ATTACHMENT B

NON-POTABLE WATER PUMPS (Synchro-Flow Pumps)

The Synchro-Flow pump representative, Mr. Dave McIver, of Dave's Pump Service, was on site January 19, 1998 to review the observations made by J. Santroch and H. Woodward that the pumps were not operating on their flow curve. Messrs. Santroch, Woodward, Hallam and Thompson (RCI) were on hand. Mr. McIver tested the pumping system and agreed that the flow rate was not matching the pump curve. In reviewing the installation, he found that the flow direction arrow on the flow element was aligned 90 degrees to the direction of flow. This was causing the flow indicator to read low. The element was re-oriented and testing resumed. Each pump was tested at 160 gpm and confirmed that it was operating on its flow curve. Both pumps were operated at a total flow of 225 gpm and the suction pressure switch was adjusted to allow for proper operation.

It was agreed by all parties that the pump system appeared to be operating properly. Mr. Thompson requested copies of the manuals for the pressure reducing valves that should have been included in the original manuals. Mr. McIver said he would provide them.

Action: WRECO will obtain missing instruction manuals. H. Woodward will continue to monitor meter readings of the system and work with the plant operators for the next month to ensure that the pumping system operates properly. During the warranty period, a Weyerhaeuser representative will respond to future problems if requested by the City.

ATTACHMENT C

EIMCO FILTERS

Mr. Dave Zwahlen of EIMCO was on site January 19, 1998, to review filter blinding problems, interlocking problems, and to add alarm indicating lights. Chlorination of the filters had been performed on January 16, 1998, by COS operators Allemand and Mounsey. Mr. Zwahlen found a cracked circuit board and has made PLC program changes to correct observed interlocking problems and to add the new indicating lights. The filters were air scoured and backwashed but blinding was again observed. The filters were drained for further inspection. Mr. Zwahlen is continuing testing on January 20, 1998.

Action: The cracked circuit board will be repaired or replaced. The new alarm indicator lights and the interlocking changes will be tested to assure they function properly. Mr. Zwahlen has corrected a logic problem that stopped backwashing on high level. More information will be available after testing is complete.

Weyerhaeuser will cause the sand blinding problem to be resolved so that the filtration system meets contract specifications, at no cost to the City. If the EIMCO filter system cannot be made to function properly during the applicable warranty period(s), WRECO may cause a substitute filter system to be installed at no cost to the City. Any substitute filter system must be mutually acceptable to WRECO and the City.

ATTACHMENT D

WELL DECOMMISSIONING

The WWTP plans and specifications included decommissioning one water well on the WWTP site. At a recent on-site meeting between the WRECO construction team and consultants, City staff, and Rod Thompson from DOE, it was agreed that the well would be decommissioned using a two stage perforation and pressure grouting technique. The work will require cutting power to the immediate area for safety reasons. WRECO will work with the City to schedule the work to coincide with the City's move from the trailer to the WWTP operations building so that power to the trailer will not need to be reinstated. Once the work is completed, Puget Sound Energy will reconnect power to the lagoon pumps.

Action: WRECO will disinfect the well with chlorine, and then will decommission the well using the above-described approach.

ATTACHMENT E

ODOR CONTROL OF HEADWORKS

Weyerhaeuser has agreed to comply with PSAPCA requirements for odor control, conditioned upon its reservation of right to appeal such requirements. Claude Williams, a PSAPCA engineer, toured the WWTP and has determined that capture and control of odors is only needed at the headworks. He has specified that odor control consist of replacing the open grid walkways at the headworks with solid covers, and then running the exhausts through an odor control device.

Weyerhaeuser has requested that KCM provide an engineers estimate for covering the open grid walkways, and for two alternative odor control devices: i) a charcoal filter; and ii) a wet scrubber. Once KCM has provided an estimate, Weyerhaeuser will make a determination between the following two alternatives. First, Weyerhaeuser may select an odor control device for submittal to PSAPCA, subject to the City's approval which will not be unreasonably withheld, taking into account the following factors: a) cost of installation, and b) cost of operation and maintenance. Second, WRECO reserves the right to appeal PSAPCA's requirement to install odor control now. In deciding whether to appeal, WRECO will consider installation cost, and the fact that the WWTP was designed to avoid odor problems through proper maintenance and operation. If odor control is not installed now, PSAPCA has the right to require odor control in the future in response to problems. WRECO will install required odor control if problems arise during the warranty period.

Action: KCM needs to complete the estimate for Weyerhaeuser review prior to commissioning of engineering. Thereafter WRECO will proceed as described above.

ATTACHMENT F
SAND FILTER BY-PASS

In conducting tests of the WWTP and the KCPS, it has become apparent that certain combinations of events could result in unfiltered effluent being pumped through the Class A system. This could occur, for example, if the filtration system were partially blinded and a large quantity of sewage were received. Another possibility that could trigger the bypass is if the KCPS were pumping at maximum capacity and the WWTP in-plant pump came on simultaneously. These circumstances could cause the secondary effluent structure to overflow, resulting in unfiltered effluent mixing with the filtered effluent.

Action: It is unacceptable for the Class A system to receive unfiltered effluent. WRECO will work with the design engineer and the City to determine the full extent of the problem and develop a plan to resolve it. WRECO will then implement agreed upon corrections to the system at no cost to the City. The Class A system will not be operated to pump filtered effluent until the problem has been corrected and the Department of Health has certified the Class A system.

ATTACHMENT G

December 15, 1997
(Jim Bragg/Jim Santroch)

Correct Deficiencies

1. Complete Tom Walker's and EISI punch lists
2. ~~Complete PIR 37. Unit heater controls (Howard Woodward to work with Madsen)~~
3. ~~Complete PIR 89. Geotechnical review of ecology blocks at clarifier 2 (RCI to get AGRA to review & comment)~~
4. ~~Complete PIR 90. Baffles at air break tank (In Progress)~~
5. Complete PIR 91. Keying per City requirements (Jim McCall & Builders Hardware Reviewing)
6. ~~Provide factory representative check-out of Synchroflo unit (coordinate and adjust pressure settings for regulating valves and hydropneumatic tank) (Scheduled 12/16/97 9:00 am)~~
7. Close abandoned wells at WWTP site (Waiting for Permit—State Agency cost approval by Weyerhaeuser and for the on-site trailer to be moved)
8. ~~Fix zero speed sensor/tachometer system at alum pumps (Whitney Equipment replaced (1) sensor and adjusted dip switches)~~
9. ~~Replace gates at lagoon control structures (Week of 12/15/97)~~
10. Correct vortexing at Eimco anaerobic zone mixers (see attached letter) (RCI waiting decision) (Jim Santroch)
11. ~~Correct Eimco filter position sensors, control system and O&M description of alarms and controls. Plan to replace targets, on site 12/16—17/97)~~
12. Complete Eimco filter performance test. (scheduled for late February or early March 1998)
13. Provide soft stop for WR pumps (similar to Cutler Hammer soft stop at Kimball Creek PS, see attached letter)(Howard Woodward to review & up-date Brit Smith of results)
14. ~~Correct meter starters for in-plant pump station to prevent pumps from tripping out~~
15. ~~Demonstrate lagoon pump station controls and operation to City staff and KCM (RCI to schedule)~~
16. Finalize TSI MMI displays and software for Aerators, RAS, Alum, Polymer, Reclaimed Water, trending graphs, reports and alarms. (Mike Fitting working this area) In progress
17. ~~Provide HVAC balancing report (RCI working—Jay Thompson to follow up)~~
18. ~~Provide gages and meters per submittal 121 (RCI working with Scott/From on this issue)~~
19. Complete WWTP landscaping (~~Selective tree staking to be done~~) One small 75' x 75' piece left to hydroseed. It will be done at same time as WTP.
20. ~~Restore planting along foremain and outfall right of way (Terra waiting for RCI to complete rock & soil work before planting)~~
21. Complete mitigation wetland planting and monitoring (waiting on feedback from Terra based on Dyanne Sheldon's comments)

Additional Work (Not Identified in Original Scope)

22. ~~Complete PIR 84. Water meter at Operations Building (Need review KCM & Weyerhaeuser)~~
23. ~~Complete PIR 85. Dampers for louvers (Need review KCM & Weyerhaeuser)~~

24. Canopy over headworks grit washer (*KCM to furnish Weyerhaeuser with Engineering & Construction budget*) Jim Santroch/Howard Woodward
25. Conveyance chute for grit and trailer for grit and screenings (*KCM to supply Weyerhaeuser with Estimate*)
26. ~~Non-potable water pipe to lagoon chlorination building and hose bibb at lagoon pump station~~
27. Security system for Operations Building (*Intrusion Alarm for Equipment Building*) 1-2 weeks away
28. Computerized Maintenance Management System (*Need review - Bob Hanson*)
29. Install smoke detectors Equipment Building - Electrical Room & Generator Room (*Howard Woodward to review with Bob Hanson and finalize*) On going
30. Install Alarm Horn for MMI in Operations Building On going

Training

31. ~~Eimeco Equipment: provide process training for oxidation ditch biological nutrient removal and clarifiers (scheduled for January 1998).~~
32. Alum and Polymer Equipment: Equipment was started up with water only. Still need start-up training with chemicals (alum and polymer, to be performed at time of filter performance test in February or March 1998).
33. ~~Sewage samplers: no training received yet (To be scheduled by Jay Thompson, RCI)~~
34. Synchroflo pumps: training and a more detailed O&M manual are needed. (*Scheduled for 12/16/97 9:00 am*)
35. Air conditioning unit: training is specified to occur upon system restart at the beginning of the first cooling season in late spring 1998.
36. ~~Standby Generator: limited training occurred at the time of initial start-up, but additional training is needed to cover maintenance as well as operation. (Scheduled this week)~~
37. MCC's: city staff have requested additional training on the WR pump soft starters and the RAS pump VFD's. (*Howard Woodward to review & provide training*) On going
38. ~~Fire alarm system: no training received yet (This has been done)~~
39. TSI instrumentation and computer controls training (*Scheduled 12/15 & 16/97*) On going

Documentation

40. Manufacturer's O&M manuals (5 sets being compiled by WRECO & RCI) (*Need manuals for Alum Pump*)
41. KCM O&M manual (draft manual to be finalized by KCM after start up is complete and KCM receives City comments)
42. Record drawings (being drafted by KCM based on RCI mark ups)

Regulatory Compliance

43. Odor control per PSAPCA permit (permit not issued yet) (~~*Jim Santroch called 11/15/97 we are now 7th on waiting list*~~) Working on capture and control plan
44. Reclaimed water certification by Department of Health (to be coordinated with DOH by Earth Tech and KCM) (*Ron Dorn is working this issue*)
45. Performance Certification report for Department of Ecology (to be prepared by KCM at end of first year of operation) (*Per Jim Santroch - due 10/8/98*)
46. Department of Ecology Certificate of Compliance (to be prepared by KCM declaring that WWTP was constructed in accordance with contract documents (*Jim Santroch to issue after Punch List is complete*))

47. Update City of Snoqualmie General Sewer Plan (to incorporate changes made by WWTP engineering report and Snoqualmie Ridge sewer plan) (*Identifies planning population of town & sewage service of facilities - Jim Santroch identifying budget for this*)
48. Modification of NPDES Permit to change the point of discharge.

**SNOQUALMIE RIDGE
WASTE WATER TREATMENT PLANT
PARTIAL PUNCH LIST - OPEN/COMPLETED ITEMS
As of 1/9/98
Tom Walker
Revised January 21, 1998**

LEGEND		
ITEM NUMBERS		LOCATION
0	- 199	Operations Building
200	- 299	Equipment Building
300	- 399	Headwork's
400	- 499	Filter Building
500	- 569	Oxidation Ditch
570	- 599	Clarifier #1
600	- 649	Clarifier #2
650	- 699	Vector Decant Station & Lagoon Pump Station
700	- 724	Mixed Liquor & SE Control Structure
725	- 749	Inplant Pump Station - WAS Valve Manhole - Filter Manhole
750	- 999	Site
1000	-	Electrical EISI

DISCIPLINES			
F	Masonry	E	Electrical
P	Painting	M	Miscellaneous
C	Carpentry	H	Heating & Ventilation
G	General	V	Flooring
T	Plumbing	L	Ceiling Tile

cc: Tom Watters, Weyerhaeuser Bob Hanson, City
 Kathryn Dennis, Weyerhaeuser Jim Santroch, KCM
 Warren Hallam, RCI John Doutrich, Weyerhaeuser
 Howard Woodward, HGI

116		OPERATIONS BUILDING - SHOP AREA
P	2	Gaulk and seal exterior doors (including garage door)
G	5	Clean dead flies from inside light fixtures
113		OPERATIONS BUILDING - GARAGE
		OPERATIONS BUILDING - MECHANICAL MEZZANINE
115		OPERATIONS BUILDING - ELECTRICAL ROOM
114		OPERATIONS BUILDING - MECHANICAL ROOM
110		OPERATIONS BUILDING - SHOWER

109		OPERATIONS BUILDING - LOCKER ROOM No comments
107		OPERATIONS BUILDING - MEN'S REST ROOM
108		OPERATIONS BUILDING - CLOSET No Comments
106		OPERATIONS BUILDING - WOMEN'S REST ROOM
105		OPERATIONS BUILDING - BREAK ROOM
101		OPERATIONS BUILDING - ENTRY
102		OPERATIONS BUILDING - OFFICE
E	56	Clean up masonry corners at windows
112		OPERATIONS BUILDING - LAB
V	66	Inlaid sheet vinyl to be cleaned up and waxed-REPLACE (VINYL FLOORING)
111		OPERATIONS BUILDING - MUD ROOM
		OPERATIONS BUILDING - OUTSIDE
		• EAST SIDE OF BUILDING
		• SOUTHSIDE OF BUILDING
P	79	Redo soffit and fascia, putty before painting (peer construction)
P	80	Caulk & seal around door frames
P	84	Soffits at entry & mud rooms and caulk and seal joint
		• NORTH SIDE OF BUILDING
		• GENERAL
H	98	Install control switches for heaters in shop & garage areas
P	104	Water repellent to be installed over exterior surfaces of CMU Fabrishield 653 Siloxane/Quartz Water Repellent or approved equal
G	405	All cast iron/ductile iron cleanout covers to be labeled per line served - "Drain" or "C.O." or "Sewer" for Sanitary lines - change covers NW C.O. on footing drain missing.

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G	107	Install weather stripping to door guide - Overhead doors per Manufacturer's drawings
G	108	Mechanical Room trap primer leaking (3 pipe)
G	109	Shower Room - top locker spacer missing

		EQUIPMENT BUILDING - ELECTRICAL CONTROL ROOM
F	201	Smooth masonry grout and concrete around door frame
		EQUIPMENT BUILDING - CHEMICAL FEED ROOM
G	214	Clean piping - Touch up paint
		EQUIPMENT BUILDING - GENERATOR ROOM
		EQUIPMENT BUILDING - BLOWER ROOM
P	233	Clean and touch up paint chipped and scratched on compressor
*	235	Sound insulation on walls, ceiling and doors - M501? Decibel readings need to be taken to see if sound insulation needed
		EQUIPMENT BUILDING - WAS PUMP ROOM
P	238	Seal and caulk vent and doors
		EQUIPMENT BUILDING - OUTSIDE
M	266	Generator exhaust is being sucked into room thru air intake - exhaust stack may need to be extended
P	267	Install Water Repellent to exterior of CMU - same as item 104
G	269	WAS Pump Room railing at top to have swinging gate opening
G	271	Syncroflo Hydro Cumulator (Pressure Tank) Pumps and tank should be adjusted - and relief valve per L&I
G	274	Stop leaks in Alum Tank at <ul style="list-style-type: none"> • Side Manway
G	276	WAS Pumps check V belts - the South Belts are loose (COS)
G	277	Air scour blower belts loose (COS)

		HEADWORKS
G	302	Replace Taylor Gage on Grit Chamber Compressor #2 (Reads 3PSI when off)
C	305	Install cover plate over screws west side base (wrong base plate used)
C	307	Trim out east side roofing - as is unacceptable
C	310	Trim and closure piece need to be redone
		HEADWORKS - DECK
M	322	Add insulation on heat tape - Not Complete
G	328	Slide gates - corners and sheared edges need to be smoothed up - edges too sharp

		FILTER BUILDING - INLET CHANNEL
		FILTER BUILDING - CONTROL INLET
		FILTER BUILDING - FILTER #1
		FILTER BUILDING - FILTER #2
		FILTER BUILDING - WEST END CHANNEL FILTERS
G	418	Complete handrail Class A sump and stair rail. Clean off Plastic
		FILTER BUILDING - CLASS A PUMP & UV CHANNELS
G	427	Cover base plate for siding (not as designed) Screws present a safety hazard
		FILTER BUILDING - OUTSIDE
E	437	Plug conduits entering outlet sump from UV
C	440	Outside closure not installed (E/E-06) - Snow entered building
C	445	Leak in roof at hatch Southside Pump 6P41 inboard Class A Pump
G	448	Tighten anchor bolts on Class A pump manifold

		OXIDATION DITCH
		OXIDATION DITCH - SOUTHSIDE
		OXIDATION DITCH - NORTHSIDE
		OXIDATION DITCH - TOP DECK EAST END
P	532	Paint rusting guide bracket to Mud Valve
		OXIDATION DITCH - TOP DECK WEST END
		OXIDATION DITCH - LOWER WEST DECK

		CLARIFIER #1
G	579	Repair bent shaft operator on Dezurik Plug Valve - Paint
P	580	Paint or Seal rusting areas around plug and check valve manifolds.

		CLARIFIER #2
P	609	Paint areas of check valves and plug valve piping (rusting)

		VECTOR DECANT STATION
G	653	Clean off spilled grout and concrete from along top of wall South side

		LAGOON PUMP STATION - VALVE PUMP STATION
G	665	Second rung needs to be straightened
G	668	Clean up bottom slab
G	669	Grout around mud valve pipe entering bottom slab
G	670	Smooth up support piers and finish pier under wye
C	671	Grout up joint at 4 ft
G	672	Clean grout from rungs and walls
G	673	Paint piping - Gray
G	675	Plug hole between 1 st and 2 nd rung
G	677	Install valve guide

		LAGOON PUMP STATION - TOP
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		LAGOON PUMP STATION - MANHOLE
G	680	Slope bottom

		LAGOON PUMP STATION - DIVERSION MANHOLE
	691	* Install hose bibb and hose rack - <i>requires a PIR from KCM</i>

		SOUTHEAST CONTROL STRUCTURE
G	701	Stop leak polymer line ball valve

		MIXED LIQUOR STRUCTURE
G	706	Smooth sharp corners & edges of gates

		INPLANT PUMP STATION
G	727	Paint rusting areas of piping manifold

		TOP PUMP STATION
		WAS MANHOLE
		FILTER MANHOLE
G	739	In plant Pump Station North pressure gauge needle bent (GOS). Removed but not yet replaced. Gauge does not work.

		SITE
G	758	Curb cut broken in 2 places (see #757)
G	768	Raise Valve Box for Fire Hydrant - dig up & center
G	776	Replace Curb cut to dike broken 4 places
G	786	Clean up hose bibb support - needs guard post painted and asphalt placed around post - Vactor Decant Station
G	788	Drainage System • Clean all Catch Basins and Storm Manholes

		SITE - NORTH SIDE OF OPERATION BUILDING TO EAST
G	799	Plumb up light standard next to Clarifier #2
G	803	12" Drain under "F" Road - slope ground to inlet - outlet to be per 2/C-19
G	804	Clean up Poly sheets, PVC Pipe, 2x4's, boxes, paper, rebar, pink insulation, temporary fencing, cutoff pieces, fence pipe & etc. scattered along East property line up to 50 feet East.

		SITE - FILTER BUILDING AREA
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		SITE - SIDEWALK BETWEEN EQUIPMENT BUILDING & FILTER BUILDING
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		SITE - CONTROL STRUCTURE
--	--	---------------------------------

G	812	Caulk and seal bottom step
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		SITE - NORTH SIDE OF OPERATION BUILDING TO EAST
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		SITE - NORTH FENCE STARTING AT NE CORNER WTP BUILDING PROJECT
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G	818	Remove garbage, rebar, construction material along up hill side of waterline construction
G	819	Concrete around fence post to be rounded to allow drainage from post
G	821	Remove PVC Pipe and siding material at top of rip rap near end of paving "F" road
G	822	Black plastic, bottles along tree line
G	823	Raise valve box - mark distances on marker post
G	824	Remove 2x4
G	825	Remove construction material near Valley van to Interstate van - both sides road to wells

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G	826	Valve post and raise valve cover near property line
G	828	Smooth up slope North side of Headworks and remove construction material
		SITE - CENTER DIKE ROAD
		SITE - OUTFALL - FE MH #6
G	837	Smooth up area between FE MH #6 & FE MH #5
		SITE - OUTFALL - FE MH #5
		SITE - OUTFALL - FE MH #4
G	843	Re-stripe road - Mill Pond Road from SR 202 to Weyerhaeuser Road, also SE 66 th Street (SE Stearns Road) Center Lines - Fog Lines - Stop Bars
G	844	Regrade shoulder Northside Mill Pond Road, SR 202 to SE 66 th Street (SE Sterns) and Crush Rock 3' shoulder
G	845	Provide drainage ditch Westside of SE 66 th from corner of Mill Pond Road to existing ditch beyond the WWTP entrance road
G	846	Gravel shoulders 3' wide from edge of pavement - compact
G	847	Gravel shoulder Eastside form Lagoon Pump Station gate to North end of Rip Rap WWTP entrance
G	848	Remove hay bail near stop sign at Mill Pond Road & SE 66 th Street
		SITE - LAGOON PUMP STATION SITE
G	849	Dress up around entrance road to Pump Station
		SITE - EASEMENT (MILL POND ROAD TO SE 66TH STREET - SE STERNS)
G	852	Remove construction material - rocks brush and etc.
G	853	Clean up site
		SITE - BRIDGE CROSSING (NORTHEND)
G	854	Glue on the reclaimed water sticker
G	855	Remove 2x4's under 10" Force Main
G	856	Repair asphalt sidewalk 15' ± North of Bridge
G	857	Construct sheet metal enclosure around sewage combination valve
G	858	Remove Poly Pipe rap at base of slope
G	859	Reclaimed Water drain valve - paint lid & install valve marker post (purple)
		SITE - BRIDGE CROSSING (SOUTHEND)
G	860	Install 14" plug valve [Ridge Crew]
G	861	Backfill slope along sidewalk [Ridge Crew]
G	862	Repair sidewalk (asphalt) [Ridge Crew]
G	863	Manhole rungs <ul style="list-style-type: none"> • SS MH 1-A Needs two step ladder installed • SS MH 1-V Needs to be inspected

		<ul style="list-style-type: none"> SS MH 3 Rungs need to be inspected SS MH 4 Rung spacing off between 7 & 8 SS MH 6 Rungs need to be inspected SS MH 7 Needs to be inspected FE MH 2 Rung spacing off 3 to 4, 7 to 8 & 8 to 9 FE MH 3 Rung spacing off 3 to 4 to 5 FE MH 4 At 5 ft rung not level
G	865	SD MH 6 <ul style="list-style-type: none"> Needs Cover "Drain" Paint Shear Gate & Operator Needs to be pumped down to check rungs
G	867	Fencing <ul style="list-style-type: none"> Fence varies from 4" to 12" + off ground Clean up fence material old & new Install gate keepers See Plan (CMI)
G	868	All hose bibbs to be checked for flow & pressure
G	870	Remove boulders from both sides East & West along pipe line area from outfall to Mill Pond Road (dumped outside silt fence)
G	871	Compact Access Road to SD MH 5 - 95% compaction (Bio Swales)
G	872	Slope ground around FE MH 3
SITE - BIOSWALES		
G	874	Smooth up & compact area to gate
G	875	Dress up area South of Decant Station to South - between fence & dike
G	876	Clean up dike area of roofing material and etc.
G	877	Smooth up dike road from Decant Station and temporary city office Lab. Fill in ruts/holes made during construction and compact.
G	878	Clean up plastic & boxes & etc. along ponds (construction material) @ SE corner

ELECTRICAL DEFICIENCY LIST

	1001	All items are in addition to those of the Owner and other disciplines
	1002	Provide electrical coordination study in accordance with Section 16010, Para. 1.4-B-8.
	1004	Provide copies of all equipment warranties (16010, Para. 1.9-B)
	1007	Provide nameplates on all electrical equipment and electrical material enclosures (16010, Para. 2.1-P) @ lighting control panels
	1021	Provide owner training on E-G set
	1022	Provide copies of E-G set factory test results (16120, Para. 2.12-G)
	1023	Provide E-G set special tools and spare parts (16120, Para. 2.16)
	1025	Provide spare lamps per 16510, Para. 3.4
	1027	Provide F.A. zone indicators per 16721, Para. 3.1-C
	1028	Provide wire list in F.A. panel (16721, Para. 3.1-M)
	1029	Test entire F.A. system (16721, Para. 3.2-A)
	1030	Provide Owner training on F.A. system (16721, Para. 3.2-B)

SPECIFIC COMMENTS

*	1050	Proper selection of welder outlets needs to be coordinated with the owner EISI*
	1052	Provide sign on door (to Room 15) - "Fire alarm Control Panel Inside"
	1055	TSI to complete work on project - training

1056	MCC's require appropriate wire numbering. Several current indicators still do not function correctly, several cubicles had wiring changes and loose wires were not neatly rebundled.
1057	Install Alarm buzzer in Operations Building

ADDITIONAL ITEMS AS OF 1/13/98	
4	Handicap Parking Sign @ OPS Building
202 BRIDGE	
2	Change Valve covers from "Water" to "Sewer" Force Main Old & New
3	Sewage Air Vacuum Valve - Remove valves on side and plug holes. Remove handles and give parts to City
4	<ul style="list-style-type: none"> Smooth up area FE MH 6 to FE MH 5 More fill around FE MH 5 Clean up area so City will be able to mow area in the future
5	Mark FE MH 4 with distance to valve of 4" reclaimed water drain valve
6	1 1/2" Asphalt overall from 25' East of Utility - patch outfall sewer on Mill Road to SR 202
7	Striping - fog line needs to be 10' + from trees
8	Valve marker post needed on water main valve at hump in Mill Pond Road
9	Unplug culverts at Northside of Mill Pond Road on 66 th Street
10	4" Crushed rock shoulder along Sterns Avenue along rip rap ditch (4' is from fog line)
11	Bio Swale Southside of entrance road area requires top soil (4") before planting
12	Complete access road to dike
13	Provide 3' clear area around monitoring well rip rap back area
14	Crush rock along rip of "E" line approximately 2" out from pavement
15	Smooth up transition of rip rap and existing slope
16	"E" and "E" intersection should be graded to slope towards hillside (North) so water runs down to ditch and not over bank
17	Hydroseed <ul style="list-style-type: none"> Along banks and East property line Also behind Oxidation Ditch and Decant Station Bioswale pond embankments and graded areas east of ditch road Erosion control
18	Replace broken curb at curb cut to middle Dike road on "A" Road
19	NW corner of Operations Building dress up area of bank around C.O.s and slide area
20	Adjust shop overhead door to close
21	Install dampers on louvers welding area and garage area
22	Shower room sliding door needs base finish at door (both sides)
23	Counter top at lab install splash piece on both sides of flume hood
24	Install closure piece at cap on both sides of flume hood and counter cabinets under counter top
25	OMITTED - SAME AS #24
26	Remove Temporary fencing at existing Lab Trailer and Dike
27	Repaint seismic brackets rusting at Class "A" rain water pipe manifold from Wells at Filter Building
28	Fix Mud Valve shaft at Valve Manhole, it is spinning on connect to Mud Valve Lagoon Pump Station
29	Side door garage area Operations Building efflorescence around door threshold caused by moisture - may need to reseal thresholds
30	Electrical Plug at Southside of SE Control Structure - conduit need to be secured to outlet

	box
31	<p>Manholes</p> <ul style="list-style-type: none"> • SS-MH-3 <ul style="list-style-type: none"> • Drop connection Tee and Wier to be painted it is rusting • Top Rung broken loose • SS-MH-4 <ul style="list-style-type: none"> • Paint drop connection Tee & Wier • Pull out screen from channel • SS-MH-5 <ul style="list-style-type: none"> • Clean channel pipe from MH-5 to MH-6 lot of gravel in pipe • SS-MH-6 <ul style="list-style-type: none"> • Clean gravel from channel shelves • SS-MH-7 <ul style="list-style-type: none"> • Paint drop connection • SS-MH-8 <ul style="list-style-type: none"> • Pump down to check rungs • Cut off lifting eyes on center wall
32	4" Drain valves on WAS 8" Manifold piping need to be looked at on Clarifier #2 - frozen, Clarifier #1 hard operating
33	Fire Hydrant @ Filter Building not operating properly - very hard to open and close
34	Ground wire out of electrical needs to be protected along West side on building at Headworks
35	<p>Catch Basins</p> <ul style="list-style-type: none"> • SD-MH-1 - complete installation manhole rungs • SD-MH-2 - complete installation manhole rungs • SD-MH-3 - complete installation manhole rungs • SD-MH-4 - complete installation manhole rungs • SD-MH-5 - complete installation manhole rungs • SD-MY-6 - complete installation manhole rungs <p>Bioswale control structure, also see item 865 on punch list</p>
36	6" WAS valves at center of dike to have "Sewer" covers
37	Gauge @ Pump #2 - gauge does not work
38	RAS Pump at Clarifier #1 is still in repair shop - needs to be reinstalled
39	RAS Manifolds at Clarifier #1 and #2 - pipe clamp bolts loose - also check shackle for bolts
40	Inplant Pump Station manifold - pipe clamp bolts loose - also shackle rod bolts
41	Filter Building 5 caps missing on guard rail above Class "A" Sump area
42	WN Water drain cap support broken off - bad weld
43	Complete Landscaping of site
44	Water Supply to screen screw is leaking @ Headworks flex connection
45	Install Seismic bracing on generator set on muffler per RCI pipe design Submittal 13/N
46	Electrical Communication vaults - need to install hatch pins and retainers
47	Hydroseed Pond Northside of Oxidation Ditch
48	Provide valve wrenches

Punch list will not be final until all construction is complete and acceptable

**AFFIDAVIT OF COMPLETION OF WORK
AND PAYMENT OF COSTS**

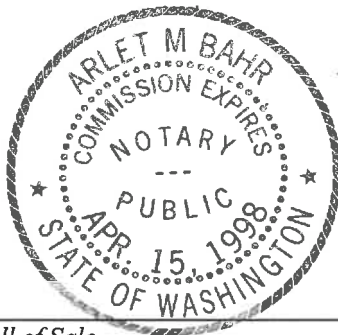
STATE OF WASHINGTON }
COUNTY OF KING } ss.

I, James C. Nyberg, Assistant Vice President of Weyerhaeuser Real Estate Company ("WRECO"), of the City of Federal Way, County of King, and State of Washington, being first duly sworn upon oath, deposes and says that:

- (1) WRECO is the present owner and developer of the Snoqualmie Wastewater Treatment Facilities;
- (2) The improvements described as the "Phase 1 Facilities" in EXHIBIT C-1 of the Snoqualmie Wastewater Treatment Facilities Developer Extension Agreement ("the Agreement") dated August 16, 1996, have been completed in accordance with the plans and specifications listed in the Agreement;
- (3) All bills for labor and material incurred in the construction of the Phase 1 Facilities have been fully paid and satisfied, except for the items indicated in the "Snoqualmie Ridge Wastewater Treatment Plan Estimated Total Cost," attached hereto as ATTACHMENT 1;
- (4) There are no liens of any kind or character against the Phase 1 Facilities for labor performed or material furnished unless noted above; and
- (5) WRECO agrees to pay all outstanding invoices and hold the City harmless against any lien claims arising from the furnishing of labor and materials for the Phase 1 Facilities.

James A. Nyberg

SUBSCRIBED AND SWORN to before me this 9th day of February 1998.



Arlet M. Bahr
Printed Name Arlet M. Bahr
NOTARY PUBLIC in and for the State of Washington,
residing at Pierce County
My Commission Expires 4/15/98

SNOQUALMIE RIDGE WASTE WATER TREATMENT PLANT ESTIMATED TOTAL COST

Company	Type	Invoiced Costs (Through 11/25)	Work Completed (Not Invoiced)	Estimated To Complete	Comments
RCI	WWTP (480)	\$9,430,013.29	\$140,476	\$46,825	Work invoiced to 11/29
RCI	Civil/Industrial OH (478/479)	\$986,553.00	\$150,000	\$15,000	To Completion
RCI	RCI (Job 431)	\$461,959.25			Complete
RCI	RCI (Job 451)	\$344,148.29			Complete
RCI	Incentive		\$658,709		RCI estimate
Clear & Grub Costs	Clear & Grub	\$50,339.39			Complete
City of Snoqualmie	Consultants/Employees	\$306,817.00	\$24,239	\$9,695	Allocation
PSE	Electric & Work Orders	\$22,411.56	\$4,375	\$1,750	Electricity charges
Tera Dynamics	Landscaping		\$52,000	\$25,000	Wellands work bonded
Hillis Clark Martin & Peterson	Legal	\$214,641.48	\$4,514	\$1,806	Through 12/15
AESI	Management Support	\$28,674.46	\$1,000	\$1,500	To Completion
Agra	Management Support	\$39,875.00		\$1,600	Through 12/15
Earth Tech	Management Support	\$250,000.00			Complete
ESM	Management Support	\$22,370.00			Complete
Harris Group	Management Support	\$89,250.00	\$12,600	\$3,150	Through 12/15
KBA	Management Support	\$13,737.00			Complete
KCM	Management Support	\$1,299,204.00	\$75,500	\$135,500	Through 1998
Peter White & Associates	Management Support	\$195,656.00			Complete
Robert Shinbo Associates	Management Support	\$6,187.00			Complete
Weyerhaeuser	Jim Bragg	\$125,385.94	\$14,500	\$5,800	Through 12/15
Weyerhaeuser	Project Management	\$97,477.61	\$9,547	\$3,819	Through 12/15
WRECO Employees	Project Management	\$97,155.00			Through 12/15
Critical Path	Scheduling	\$4,548.56	\$300		Complete
John Doutrich	Scheduling	\$9,000.00	\$1,500		Complete
Stanley Smith Security	Security	\$5,410.88	\$2,705	\$2,705	Through 12/15
Miscellaneous Utilities	Utilities		\$2,250	\$2,250	Estimate
TOTALS		\$14,100,594.69	\$1,154,215	\$256,401	

* RCI costs updated through 12/31

TOTAL ESTIMATED COST: \$15,511,210

RESOLUTION NO. 485A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, ACCEPTING
CONVEYANCE OF THE SNOQUALMIE RIDGE WATER SYSTEM

WHEREAS, construction of the distribution and storage components of the new Snoqualmie Ridge Water System are substantially complete, and substantial progress has been made on the supply component, which will be complete when construction of the Water Treatment Plant is finished; and

WHEREAS, Weyerhaeuser Real Estate Company (WRECO) has posted a bond for 150% of the amount necessary to complete construction of the Water Treatment Plant and other final work on water system components; and

WHEREAS, the face of Snoqualmie Ridge Final Plats for Divisions G, I/J, and F-Middle include a note stating that prior to occupancy of any dwelling units, the water supply, storage and distribution systems for preliminary plat 1 shall be approved, operational and accepted by the City; and

WHEREAS, initial occupants of Snoqualmie Ridge can be served by the City's Canyon Springs source using the Snoqualmie Ridge distribution and storage system until such time as the Water Treatment Plant is complete and the City puts it into operation; and

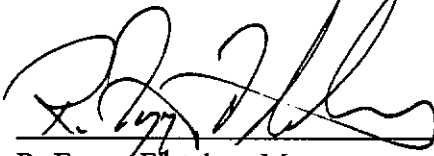
WHEREAS, WRECO has satisfied the conditions of acceptance as set forth in the Snoqualmie Ridge Water System Developer Extension Agreement, executed between WRECO and the City on November 19, 1997, now, therefore, be it

RESOLVED by the City Council of Snoqualmie, Washington, that the City hereby accepts conveyance of the Snoqualmie Ridge Water System as defined in, and subject to the assurances and warranties included in, the Bill of Sale for Snoqualmie Ridge Water System, attached hereto as Exhibit 1; and

RESOLVED, that the City will provide water to not more than 360 equivalent residential units within Snoqualmie Ridge from the Canyon Springs source, subject to the actual quantity of water available from that source, until all components of the Snoqualmie Ridge Water System are operational, accepted and conveyed to the City, but

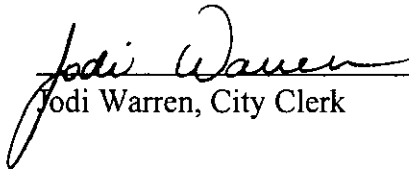
in no event shall any building permits be issued after December 31, 1998, to be supplied from the Canyon Springs source.

PASSED by the City Council of the City of Snoqualmie, Washington, this 23rd day of February, 1998.



R. Fuzzy Fletcher, Mayor

Attest:



Jodi Warren, City Clerk

**BILL OF SALE
FOR SNOQUALMIE RIDGE WATER SYSTEM
AND RELATED IMPROVEMENTS**

WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation, ("WRECO"), in consideration of compliance with Sections 2.1.9 and 2.1.10 of the Snoqualmie Ridge Water System Developer Extension Agreement, dated November 19, 1997 ("Developer Extension Agreement"), does by these presents, grant, bargain, sell and deliver unto the CITY OF SNOQUALMIE (the "City") all those improvements more specifically described in **EXHIBIT A**, attached hereto and incorporated herein by this reference.

WRECO, for its successors, heirs, executors, administrators and assigns, covenants and agrees to and with the City that: (1) WRECO is the owner of such personal property and has good right and full authority to grant the same, and that it will warrant and defend the grant hereby made unto the City, its successors, and assigns, against all and every person or persons, whomsoever, lawfully claiming the same; (2) WRECO provides more specific warranties as set forth in **EXHIBIT B** attached hereto and incorporated herein by this reference, and as agreed upon in Section 2.1.10 of the Developer Extension Agreement; and (3) to the extent that some elements of work are still being finalized, as identified in **EXHIBIT C** which is incorporated herein by this reference, and some bills for work completed are yet to be paid, as estimated in the Statement of Costs attached to the Affidavit of Completion of Work and Payment of Costs, WRECO will provide a bond to the City for 150% of the cost of completion of those elements yet to be paid for or completed.

EXECUTED this ____ day of _____, 1998.

WEYERHAEUSER REAL ESTATE COMPANY

By _____
James A. Nyberg
Its Assistant Vice President

EXHIBIT A**LIST OF IMPROVEMENTS**

1. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Wells 6 and 7 and Raw Water Transmission Pipelines, April 1996, prepared by Earth Tech, Inc.
2. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Water Treatment Plant, prepared by Earth Tech, Inc. and approved by the City on February 13, 1997.
3. Plans and specifications entitled Snoqualmie Ridge Water Supply System, Treated Water Transmission Supply Pipeline, June 1996, prepared by Earth Tech, Inc.
4. Plan entitled Snoqualmie Ridge Water System Transmission Pipeline Connection Detail, 1 sheet prepared by Earth Tech and approved by the City on December 29, 1997.
5. Sheets 36 through 39 and 59 through 77 of a plan set entitled Phase 3 Construction Plans for Snoqualmie Ridge Parkway and Related Improvements, July 1996, prepared by ESM, Inc., which constitute domestic water supply distribution pipeline located within the Snoqualmie Parkway (the "Parkway Water Lines") and including pipelines within SR-202.
6. Plans and specifications entitled 705 Zone Pump Station and Pipeline, prepared by Earth Tech, Inc., for the 705 Pump Station Facility, submitted to and approved by the City on August 10, 1995, excepting pipelines shown in this set of plans and specifications, which have not been built.
7. 705 pump facilities, mechanical and electrical appurtenances, and water pipeline improvements only from the plans and specifications entitled City of Snoqualmie, Wastewater Facility Improvements, Kimball Creek Pump Station/705 Pump Station, prepared by KCM, Inc., and approved by the City on June 19 and 23, 1997.
8. Plans and specifications entitled Snoqualmie Ridge Water Supply system, 1040 Pump Station, prepared by Earth Tech, Inc., approved by the City on January 30, 1997.
9. Plans and specifications entitled Snoqualmie Ridge Water Supply System, 1040 Zone Reservoir No. 1, May 1996, prepared by Earth Tech, Inc.

10. Plans and specifications for the potable water system portion of the Monitoring and Control Systems for the Snoqualmie Ridge Water System and Class A System, prepared by Earth Tech and approved by the City on November 20, 1997.

EXHIBIT B

WARRANTY OF CONSTRUCTION

(a) In addition to any other warranties in the Snoqualmie Ridge Water System Developer Extension Agreement (“Developer Extension Agreement”), WRECO warrants that work performed in construction of the Snoqualmie Ridge Water System (“Water System”) conforms to the requirements of the Developer Extension Agreement and is free of any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers.

(b) This warranty shall continue for a period of one (1) year from the date of conveyance to the City of the Water System components identified in the Bill of Sale, provided, however, that i) for equipment and work identified in **EXHIBIT C ATTACHMENT C-2**, the warranty shall continue for a period of one (1) year from the date that the Water Treatment Plant is completed consistent with plans and specifications and approved as ready for operation by the City, which approval shall not be unreasonably withheld, and ii) for the Water System improvements within the Parkway, the warranty shall run for a period of one (1) year from the date that final lift is completed, and iii) for the 705 connection described in **Exhibit C Attachment C-3**, the warranty shall run for a period of one (1) year from the date that the change over from the 599 zone to the 705 zone is accomplished.

(c) During the warranty period, WRECO shall remedy at its expense any failure to conform, or any defect in equipment or material furnished or workmanship performed by WRECO or its contractors, subcontractors or suppliers. WRECO shall complete the remaining work items listed in **EXHIBIT C** with due diligence, and that work shall also be covered by this warranty. WRECO shall correct such other deficiencies in the Facilities’ construction and/or equipment that become apparent during the warranty period, provided that WRECO and the City agree that an identified correction is reasonable and necessary to the proper functioning of the Facilities as agreed to in the Developer Extension Agreement. Nothing in this Warranty shall be construed to amend, change, or expand the scope of the Facilities agreed to in the Developer Extension Agreement.

Nothing in this agreement shall limit WRECO’s right to direct that remedial work be performed by its contractors, subcontractors, or suppliers, or that WRECO be reimbursed by the same, as may be provided by contract or warranty between WRECO and its contractors, subcontractors and suppliers. In addition, WRECO shall remedy at its expense any damage to City-owned or controlled real or personal property when that damage is the result of:

1. WRECO's failure to conform to requirements of the Developer Extension Agreement; or

2. Any defect in material or workmanship furnished.

(d) The City shall notify WRECO, in writing, within a reasonable time not to exceed 30 days after the discovery of any failure, defect, or damage. The notice shall include a reasonable time stated for completion of the repair work. WRECO shall start work to remedy such defects within a reasonable time of written notice of discovery thereof by the City and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay, where loss of services may result, or in the interest of public safety, such corrections may be made by the City, in which case the cost shall be borne by WRECO. In such case, the City shall provide written notice to WRECO and include a cost estimate of the work to be performed by the City. In the event WRECO does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by WRECO.

(e) Pursuant to Section 2.1.10.3 of the Developer Extension Agreement, WRECO hereby assigns to the City the right to enforce all contractual warranties, express or implied, granted to WRECO from contractors, subcontractors, or suppliers for work performed and materials furnished for construction or equipping of the Water System, to the extent that such assignment is consistent with the terms of said warranty(ies). The City and WRECO will cooperate as necessary to enforce all applicable warranty provisions.

(f) Unless a defect is caused by negligence of WRECO, its contractors, subcontractors or suppliers at any tier, WRECO shall not be liable for the repair of any defects of material or design furnished by the City, nor for the repair of any damage that results from any defect in City-furnished material, design, or operation.

EXHIBIT C
ELEMENTS TO BE COMPLETED

- A. As Built Record Drawings to be submitted within 30 days of conveyance (See **ATTACHMENT C-1**)
- B. Water Treatment Plant to be completed consistent with Plans and Specifications (See **ATTACHMENT C-2**)
- C. Change over from 599 Zone to 705 Zone to be completed and PRVs to be installed and operational (See **ATTACHMENT C-3**)
- D. Finish Punchlist items for individual Water System facilities (To be provided by the City following inspection)
- E. 1040 Reservoir to be completed consistent with Plans and Specifications (See **Attachment C-4**)
- F. Work with City to install FF&E per Exhibit D to Water System Developer Extension Agreement

ATTACHMENT C-1
AS BUILT RECORD DRAWINGS

Earth Tech and ESM are proceeding with As Built Record Drawings (As Builts) for the Water System, and have assured WRECO that As Builts will be issued within 30 days of conveyance for those components of the Water System that are completed.

Action: Earth Tech will provide As Builts and certification to DOH that construction of all components of the Water System, except for water lines in the Parkway, complied with the approved plans and specifications. The Parkway lines were installed under the City inspector's supervision and should be certified by KBA. ESM will provide As Builts for the lines in the Parkway.

ATTACHMENT C-2

WATER TREATMENT PLANT PLANS & SPECIFICATIONS

The work required to complete construction of the Water Treatment Plant includes:

- Installation of ozone contact tanks and interconnecting piping
- Completion of installation of electrical panels and wiring
- Exterior finish grading and landscaping
- Pressure testing and disinfection of the ozone contact tanks, pressure filter tanks, and process piping
- Completion of the of Monitoring and Control System for Potable Water System
- Startup and testing of operation
- Training of City Staff
- Punch list items identified by the City as a result of final inspection following completion of construction

Action: WRECO will cause the construction work to be completed in accordance with the Plans and Specifications entitled "Snoqualmie Ridge Water Supply System - Water Treatment Plant, February 1997, prepared by Earth Tech, Inc., and approved by the City Engineer on February 13, 1997.

Pressure testing, disinfection, and startup and testing of operations will be performed in accordance with procedures to be identified and documented by WRECO and reviewed and approved by the City, as provided in **Exhibit D** of the Snoqualmie Ridge Water System Developer Extension Agreement.

WRECO will cause the construction of the Water Treatment Plant to be completed and the operation of the process components to be adjusted as required to produce treated water that complies with the maximum containment levels defined by WAC 246-290-310 for iron (Fe) and Manganese (Mn).

WRECO will cause the potable water system Monitoring and Control System to be installed and tested consistent with Exhibit D section 2 of the Snoqualmie Ridge Water System Developer Extension Agreement.

ATTACHMENT C-3**599 ZONE TO 705 ZONE CHANGE OVER**

The connection of the Water Treatment Plant and wells on the north side of the Snoqualmie River to the new Snoqualmie Ridge Water Supply System (pipeline along SR 202 and Snoqualmie Parkway, 1040 Pump Station, and 1040 Reservoir) on the south side of the river will be accomplished by the construction shown on the plan entitled "Snoqualmie Ridge Water Supply System - Transmission Pipeline Connection Detail, December 1997" prepared by Earth Tech, Inc., and approved by the City Engineer on December 29, 1997. Since this connection will convert the existing pipeline on the SR 202 bridge and along SR 202 north of the bridge from the existing 599 Zone to the new 705 Zone, pressure reducing valves must be installed on all services north of the bridge before the connection is completed.

Action: WRECO will cause construction of the pressure reducing valves as described in the memorandum dated January 8, 1998, to Bob Hanson, City of Snoqualmie, from George Nordby, Earth Tech, Inc., regarding Pressure Reduction for Salish Lodge and Related Services at no cost to the City. After such valves are installed, tested and approved by the Salish Lodge, Puget Sound Energy and the City of Snoqualmie, WRECO will cause construction of the connection shown on the plan referenced above at no cost to the City. The connection shall be undertaken consistent with a Water Treatment Plant Facilities Phase 2 Activation Plan being prepared by Earth Tech, subject to the City's approval, which shall not be unreasonably withheld.

**ATTACHMENT C-4
1040 RESERVOIR**

The 1040 Reservoir structure is substantially complete. Some site work remains to be completed consistent with the plans and specifications and applicable King County permits. Work that remains to be completed includes erecting a fence around the site perimeter, providing an easement for access from 96th street, and conversion of the construction sedimentation pond to a permanent water quality detention pond.

Action: WRECO will cause the 1040 Reservoir construction and site work to be completed consistent with plans and specifications and County permits, at no cost to the City.

**AFFIDAVIT OF COMPLETION OF WORK
AND PAYMENT OF COSTS**

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING

I, James C. Nyberg, Assistant Vice President of Weyerhaeuser Real Estate Company ("WRECO"), of the City of Federal Way, County of King, and State of Washington, being first duly sworn upon oath, deposes and says that:

(1) WRECO is the present owner and developer of the Snoqualmie Ridge Water System;

(2) The improvements described on **EXHIBIT A** to the Bill of Sale (the "Facilities") have been completed in accordance with the plans and specifications listed therein with the exception of the Water Treatment Plant, which is not yet complete;

(3) All bills for labor and material incurred in the construction of the Facilities have been fully paid and satisfied, except for the items indicated in the "Snoqualmie Ridge Water System Estimated Total Cost," attached hereto as **ATTACHMENT 1**;

(4) There are no liens of any kind or character against the Facilities for labor performed or material furnished unless noted above; and

(5) WRECO agrees to pay all outstanding invoices and hold the City harmless against any lien claims arising from the furnishing of labor and materials for the Facilities.

SUBSCRIBED AND SWORN to before me this _____ day of _____, 1998.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

**ATTACHMENT 1
STATEMENT OF COSTS**

[WRECO will provide]

SNOQUALMIE CITY COUNCIL SPECIAL AND BUSINESS MEETING MINUTES

6:00 PM
February 23, 1998

Council Chambers
38767 SE River Street

SPECIAL MEETING

CALL TO ORDER

Mayor Fletcher called the special meeting to order at 6:00 P.M.

Mike Rundlett, Regional Director, Washington State Department of Ecology attended the meeting to discuss the Corps of Engineers 205 Project and the re-license of the dam at Snoqualmie Falls.

BUSINESS MEETING

CALL TO ORDER

Mayor Fletcher called the meeting to order at 7:10 P.M. Councilmember Lonergan led the Pledge of Allegiance.

PRESENT

Councilmembers

Colleen Johnson
Dick Kirby
Frank Lonergan
Cathy Runkle

Staff

R. Kim Wilde, City Administrator
Pat Anderson, City Attorney
Don Isley, Chief of Police
Jodi Warren, City Clerk
Bob Hanson, City Engineer
Nancy Tucker, Planning and Parks Director

ABSENT

Councilmember

Al Nicholas (excused)

CITIZEN REQUESTS AND COMMENTS

Dennis Banning, PO Box 301, Snoqualmie commented about the water quality in Kimball Creek.

APPOINTMENTS

Watershed Forum

Mayor Fletcher appointed Matt Stone to the Watershed Forum with Sno Valley Cities and King County.

MOVED by Cathy Runkle, second by Frank Lonergan to ratify the appointment of Matt Stone to the Watershed Forum. Motion passed 4 to 0.

PRESENTATIONSService Recognition

Mayor Fletcher presented Kim Wilde, City Administrator, with a Certificate of Appreciation for 10 years of service to the City of Snoqualmie.

Special Recognition

Mayor Fletcher congratulated Don Isley, Chief of Police, for his appointment and commission by Governor Locke to the Forensic Investigations Council.

PUBLIC HEARINGSPolicy and Rates for the Snoqualmie Ridge Storm Water Utility

Mayor Fletcher opened the Public Hearing for the Snoqualmie Ridge Storm Water Utility at 7:21 PM.

Hearing no one speak, Mayor Fletcher closed the Public Hearing for the Snoqualmie Ridge Storm Water Utility at 7:21 PM.

Differential Sewer Rates and Waiver of Certain Connection Charges for Snoqualmie Ridge

Mayor Fletcher opened the Public Hearing for the Snoqualmie Ridge Storm Water Utility at 7:22 PM.

Hearing no one speak, Mayor Fletcher closed the Public Hearing for Differential Sewer Rates and Waiver of Certain Connection Charges for Snoqualmie Ridge at 7:23 PM.

CONSENT AGENDA

1. Approval of Warrants

Claim Warrants #11271 through #11397 and void #11342, 11343, 11365, 11366, 113911, 11393, 11394 in the amount of \$255,068.80 and Payroll Warrants #3639 through #3730 and void #3700-3701 in the amount of \$173,696.66. Grand total of \$428,765.46.

2. Minutes

January 26, 1998 - Business Meeting

February 9, 1998 - Special and Workshop Meeting

MOVED by Cathy Runkle, second by Colleen Johnson to approve the Warrants as stated. Discussion.

MOVED by Cathy Runkle, second by Colleen Johnson to amend the motion to approve the Consent Agenda as stated. Motion passed 4 to 0.

UNFINISHED BUSINESSPublic Works Committee (Colleen Johnson, Chair)

AB# 98-014 Ordinance amending Chapter 12.16 of the Snoqualmie Municipal Code to include Development Standards for Sewer Lift/Pump Stations

MOVED by Colleen Johnson second by Frank Lonergan to adopt *Ordinance No. ____*, amending Chapter 12.16 of the Snoqualmie Municipal Code to include Development Standards for Sewer Lift/Pump Stations Discussion.

Bob Hanson, City Engineer/Public Works Director presented the background and necessity for this proposed Ordinance. Jim Nyberg, WRECO, presented their view against a blanket requirement.

Colleen Johnson removed her motion from the table. Frank Lonergan removed his second from the table.

Council Concurrence to table this Agenda Bill to the March 9, 1998 meeting.

AB# 98-015 Ordinance amending Chapter 15.05 of the Snoqualmie Municipal Code, Regulating Registered Plans, and the issuance of Residential Basic Permits

MOVED by Cathy Runkle, second by Frank Lonergan to adopt *Ordinance No. 808*, amending Chapter 15.05 of the Snoqualmie Municipal Code, Regulating Registered Plans, and the issuance of Residential Basic Permits Discussion. Motion passed 4 to 0.

AB# 98-017 Ordinance Establishing Policy and Rates for Snoqualmie Storm Water Utility

MOVED by Cathy Runkle, second by Frank Lonergan to adopt *Ordinance No. 809*, establishing policy and rates for the Snoqualmie Ridge Storm Water Utility and adding a new Chapter 13.10 to the Snoqualmie Municipal Code.

MOVED by Colleen Johnson, second by Dick Kirby to amend the motion to delete "13.10.060-C.". Motion passed 4 to 0.

MOVED by Cathy Runkle, second by Frank Lonergan to adopt *Ordinance No. 809*, establishing policy and rates for the Snoqualmie Ridge Storm Water Utility and adding a new Chapter 13.10 to the Snoqualmie Municipal Code, as amended. Motion passed 4 to 0.

AB# 98-019 Ordinance Providing for Differential Sewer Rates and Waiver of Certain Connection Charges for the Snoqualmie Ridge Planning Area.

MOVED by Colleen Johnson, second by Frank Lonergan to adopt *Ordinance No 810*, Providing for Differential Sewer Rates and Waiver of Certain Connection Charges for the Snoqualmie Ridge Planning Area. and amending Chapters 13.04 and 13.08 of the Snoqualmie Municipal Code. Discussion. Motion passed 4 to 0.

EMERGENCY ORDINANCE

MOVED by Colleen Johnson, Second by Dick Kirby to declare an emergency and adopt **Ordinance No. 811**, authorizing the condemnation of land owned by Puget Western, Inc., for the purpose of acquiring ownership of the Kimball Creek Pump Station Site. Discussion. Motion passed 4 to 0.

AB# 98-020 Resolution accepting conveyance of the Kimball Creek Pump Station.

MOVED by Colleen Johnson, second by Dick Kirby to adopt **Resolution No. 480**, accepting conveyance of the Kimball Creek Pump Station. Discussion. Motion passed 4 to 0.

BREAK FROM 8:45 PM TO 9:00 PM**NEW BUSINESS**Committee of the Whole

Dick Kirby commented on the need to improve Newton Street and the future necessity for larger Council Chambers.

Community Development Committee (Dick Kirby, Chair)

Dick Kirby again mentioned the need to improve Newton Street.

Community Relations (Cathy Runkle, Chair)

Cathy reported that the Committee is working to address lighting issues, including those on Newton Street.

Finance and Administration Committee (Al Nicholas, Chair)**AB# 98-024 Resolution authorizing application for 1997 Disaster Recovery Initiative (DRI) Funds.**

MOVED by Cathy Runkle, second by Dick Kirby to approve **Resolution No. 481**. Authorizing an Application for the 1997 Disaster Recovery Initiative (DRI) Funds. Discussion. Motion passed 4 to 0.

AB# 98-025 Approval of Parks Maintenance Worker Job

MOVED by Cathy Runkle, second by Dick Kirby to approve the Parks Maintenance Worker Job Description and appropriate funds for the position. Discussion. Motion passed 4 to 0.

AB# 98-026 Contract for Professional Services - Waldron Company

MOVED by Cathy Runkle, second by Dick Kirby to approve the contract with the Waldron Company and authorize the Mayor to sign. Discussion. Motion passed 4 to 0.

AB# 98-027 Resolution authorizing the sale of surplus City property

MOVED by Cathy Runkle, second by Dick Kirby to adopt *Resolution No.482*, authorizing the sale of surplus City property (Webb property and truck canopy) . Discussion. Motion passed 4 to 0.

AB# 98-028 Job Requirement City Vehicles

MOVED by Cathy Runkle, second by Colleen Johnson to approve all employees on "standby status" as being eligible for a Job Requirement City Vehicle. Discussion. Motion passed 4 to 0.

AB# 98-029 Resolution establishing billing rates for City

MOVED by Cathy Runkle, second by Dick Kirby to adopt *Resolution No. 483*, amending hourly billing rates for City staff for processing of proposals. Discussion. Motion passed 4 to 0.

*Public Works Committee (Colleen Johnson, Chair)***AB# 98-030 Resolution Authorizing the Snoqualmie Parkway to open for public travel for local access**

MOVED by Colleen Johnson, second by Dick Kirby to adopt *Resolution No.484* authorizing the Snoqualmie Parkway to open for public travel for local access. Discussion. Motion passed 4 to 0.

AB# 98-031 Public Works Emergency Mutual Aid

Bob Hanson, City Engineer/Public Works Director introduced the Public Works Mutual Aid Agreement for discussion only

AB# 98-032 Memorandum of Understanding between the Quadrant Corporation and the City of Snoqualmie for Optiva Headquarters Project, Lots 9 and 10

MOVED by Colleen Johnson, second by Frank Lonergan to authorize the Mayor to sign the Memorandum of Understanding with the Quadrant Corporation for the Optiva Headquarters Project. Discussion. Motion passed 4 to 0.

AB# 98-033 Memorandum of Understanding between the Snoqualmie Ridge Business Park LLC and the City of Snoqualmie for Final BSIP Approval Process.

MOVED by Colleen Johnson, second by Frank Lonergan to authorize the Mayor to sign the Memorandum of Understanding with the Quadrant Corporation for the Final BSIP Approval Process. Discussion. Motion passed 4 to 0.

AB# 98-034 Standard Memorandum of Understanding

MOVED by Colleen Johnson, second by Dick Kirby that the Mayor be authorized to sign all standard form Memorandum of Understanding for payment of project processing costs without further City Council approval, provided that copies of proposed Memorandum of Understanding be provided to Council members seven days prior to signing. Discussion. Motion passed 4 to 0.

AB# 98-035 Resolution accepting conveyance of the Snoqualmie Ridge Water System

MOVED by Colleen Johnson, second by Cathy Runkle to adopt *Resolution No. 485* accepting conveyance of the Snoqualmie Ridge Water System. Discussion. Motion passed 4 to 0.

AB# 98-036 Resolution accepting conveyance of the Snoqualmie Ridge Phase I CIP Water and Sanitary Sewer Utilities

MOVED by Colleen Johnson, second by Cathy Runkle to adopt *Resolution No. 486* accepting conveyance of the Snoqualmie Ridge Phase I CIP Water and Sanitary Sewer Utilities . Discussion. Motion passed 4 to 0.

MAYORS REPORT

Mayor Fletcher reported that there would be a Council workshop on March 14, 1998 at the Salish Lodge.

COUNCIL COMMITTEE AND STAFF REPORTS

MOVED by Colleen Johnson, second by Cathy Runkle to dispense with Council Committee and Staff reports due to the late hour . Discussion. Motion passed 4 to 0.

BREAK FROM 9:50 PM TO 10:00 PM**EXECUTIVE SESSION**

Mayor Fletcher called an executive session at 10:00 PM regarding a possible Real Estate Transaction.

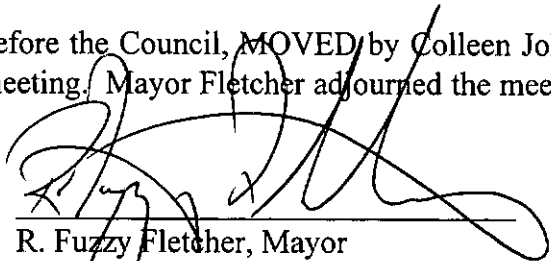
Mayor Fletcher reconvened the regular meeting at 10:30 PM.

WINERY PROPERTY SUBLEASE

MOVED by Dick Kirby, second by Cathy Runkle to direct the City Attorney to write a letter rejecting a proposed sublease to the Winery Property. Motion passed 4 to 0.

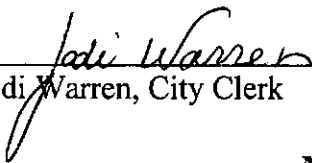
ADJOURNMENT

There being no further business to come before the Council, **MOVED** by Colleen Johnson, second by Frank Lonergan to adjourn the meeting. Mayor Fletcher adjourned the meeting at 10:35 PM



R. Fuzzy Fletcher, Mayor

ATTEST:



Jodi Warren, City Clerk

Minutes recorded by Jodi Warren, City Clerk

When Recorded, Return to

CITY OF SNOQUALMIE
Attention Jodi Warren, City Clerk
P O Box 987
Snoqualmie, WA 98065



RELEASE OF RESERVATION OF WATER RIGHTS

Grantor:	<u>THE QUADRANT CORPORATION</u>
<input type="checkbox"/>	Additional on page _____
Grantee:	<u>CITY OF SNOQUALMIE</u>
<input type="checkbox"/>	Additional on page _____
Legal Description (abbreviated):	<u>Sections 23, 25, 26, and 35, Township 24 North, Range 7 East, W M</u>
<input type="checkbox"/>	Additional on _____
Assessor's Tax Parcel ID #:	<u>232479001, 252479001, 252479028, 252479038, 262479001, 262479034, 262479035, 262479036, 262479037, 352479027</u>
Reference Nos. of Documents Released or Assigned:	<u>9711262576</u>

THIS RELEASE is dated for reference purposes as of July 30, 2004, and is made by **THE QUADRANT CORPORATION** ("Quadrant"), a Washington corporation

RECITALS

A In November 1997, the City and Quadrant's predecessor in interest, Weyerhaeuser Real Estate Company, executed a developer extension agreement ("the DEA") governing the construction of certain improvements to and extensions of the City's water system and reserving specific water rights to supply the system extensions. The DEA is recorded under King County Recording No 9711262576

B In connection with Quadrant's planned development of its property within the City's annexation areas, which will be served by additional extensions of the City's water system, Quadrant desires to release its reservation of rights to the City's water

supply as set forth in the DEA in order to allow the City the flexibility necessary to authorize water service to Quadrant's planned Snoqualmie Ridge II development

RELEASE

1. Release of Reservation on Assignment of Water Right. Quadrant hereby releases its reservation of water supply set forth in Paragraph 2 1 5 of the DEA and the corresponding condition on its assignment of water right set forth in Paragraph 2 2 of the DEA This release will enable the City to pool all instantaneous and annual water rights in the City's water utility, which will enable the City to issue water availability certificates for build-out of Snoqualmie Ridge I and Quadrant's planned Snoqualmie Ridge II development

2. Full Force and Effect. Except as specifically amended herein, all other terms and conditions of the DEA shall remain in full force and effect

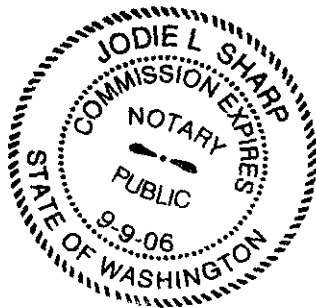
EXECUTED the day and year first above written

THE QUADRANT CORPORATION
By [Signature]
Its Vice-President

STATE OF WASHINGTON }
COUNTY OF KING } ss

On this day personally appeared before me David E. Deery, to me known to be the Vice President of THE QUADRANT CORPORATION, the Washington corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation for the uses and purposes therein mentioned, and on oath stated that she/he was duly authorized to execute such instrument

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 30 day of June, 2004



[Signature]
Printed Name Jodie L. Sharp
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My Commission Expires 9-9-2006

Commitment for Title Insurance

Title Officer: Seattle Builder / Unit 16
Email: CTISeattleBuilderUnit@ctt.com
Title No.: 0257672-16

Escrow Officer: Michael Costello
Email: michael.costello@ctt.com
Phone No.: (206)628-5619
Fax No.: (206)628-9739

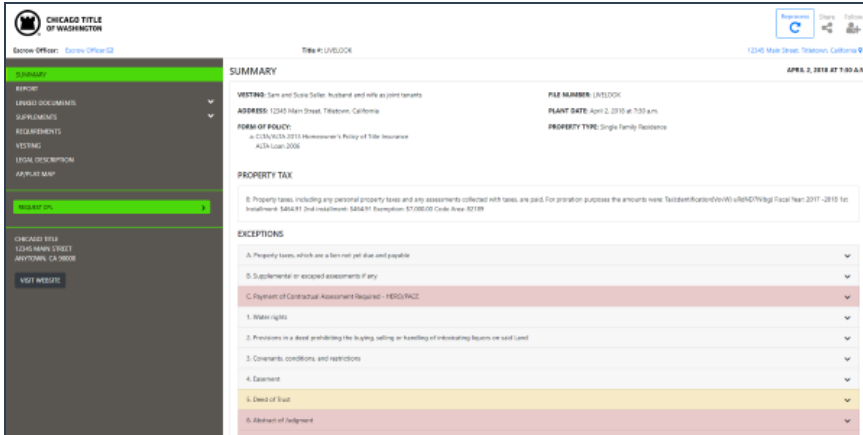
Property Address:

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



The screenshot displays the Chicago Title LiveLOOK web application interface. On the left is a navigation menu with options like 'SUMMARY', 'REPORT', 'LINKED DOCUMENTS', 'SUPPLEMENTS', 'REQUIREMENTS', 'VERIFYING', 'LEGAL DESCRIPTION', and 'APPLY FOR MAP'. The main content area is titled 'TITLE # LIVELOOK' and shows a 'SUMMARY' section with details such as 'VESTING: Sole and Survive Seller, Incidental and with joint tenants', 'ADDRESS: 12345 Main Street, Trabicon, California', and 'FORM OF POLICY: A-CITL/SL/STL Homeowner's Policy of Title Insurance ALTA Loan 2006'. Below this is a 'PROPERTY TAX' section and an 'EXCEPTIONS' list, including 'A. Property taxes which are a lien not yet due and payable', 'B. Supplemental or excused assessments if any', 'C. Payment of Contractual Assessment Required - FERGUSON', '1. Water rights', '2. Provisions in a deed authorizing the buying, selling or handling of mineral rights on said land', '3. Covenants, conditions and restrictions', '4. Easement', '5. Deed of Trust', and '6. Abstract of Judgment'. The interface includes a top navigation bar with the Chicago Title logo, user information, and a date stamp 'APR 2, 2019 AT 10:00 AM'.

Effortless, Efficient, Compliant, and Accessible

ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

0257672-16
Update 2nd Commitment

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

J.L. Jackson
Authorized Officer or Agent

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AMERICAN
LAND TITLE
ASSOCIATION



CHICAGO TITLE COMPANY OF WASHINGTON

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Seattle Builder / Unit 16 Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104 Phone: (206)628-5623 Main Phone: (206)628-5623 Email: CTISeattleBuilderUnit@ctt.com	Escrow Officer: Michael Costello Chicago Title - NCS 701 5th Avenue, Suite 2700 Seattle, WA 98104 Phone: (206)628-5619 Fax: (206)628-9739 Main Phone: (206)628-5666 Email: michael.costello@ctt.com

Order Number: 0257672-16

SCHEDULE A

1. Commitment Date: August 16, 2024 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2021 w-WA Mod
 - Proposed Insured: King County Public Hospital District No. 4, King County, Washington, dba Snoqualmie Valley Hospital, a Washington municipal corporation
 - Proposed Amount of Insurance: \$4,880,925.00
 - The estate or interest to be insured: FEE SIMPLE
 - Premium: \$ 6,572.00
 - Tax: \$ 680.20
 - Rate: Extended
 - Discount(s): Subdivider
 - Total: \$ 7,252.20
3. The estate or interest in the Land at the Commitment Date is:
 - FEE SIMPLE
4. The Title is, at the Commitment Date, [vested in:](#)
 - Snoqualmie Ridge II Development LLC, a Washington limited liability company
5. The Land is described as follows:
 - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Item 2.

For APN/Parcel ID(s): 022307-9067-05 and 022307-9077-03

LOTS 3A AND 4A, CITY OF SNOQUALMIE, SNOQUALMIE RIDGE, BOUNDARY LINE
ADJUSTMENT NUMBER LLA 0902, RECORDED UNDER [RECORDING NUMBER 20090529900004](#), IN KING
COUNTY, WASHINGTON;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY OF SNOQUALMIE FOR 8-FOOT STRIP
OF LAND FOR TRAIL RECORDED APRIL 15, 2001, UNDER [RECORDING NUMBER 20110415001006](#); AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF SNOQUALMIE FOR PUBLIC USE BY
INSTRUMENT RECORDED UNDER [RECORDING NUMBER 20140123000078](#).

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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CHICAGO TITLE COMPANY OF WASHINGTON**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.

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SCHEDULE B, PART I - Requirements
(continued)

7. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of the City of Snoqualmie.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;
 1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;
 2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
 3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

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SCHEDULE B, PART I - Requirements
(continued)

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:
- Limited Liability Company: Snoqualmie Ridge II Development LLC, a Washington limited liability company
- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
 - b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
 - c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
 - d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
 - e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. TO PROVIDE THE EXTENDED COVERAGE POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

10. A completed owner's affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.

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SCHEDULE B, PART I - Requirements
(continued)

11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

12. The Company will require an ALTA/ACSM LAND TITLE SURVEY. If the owner of the Land the subject of this transaction is in possession of a current ALTA/ACSM LAND TITLE SURVEY, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

The 2009 BLA is too old and not detailed enough to substitute for a current ALTA survey.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

13. Any instrument to be executed by King County Public Hospital District No. 4, King County, Washington, DBA Snoqualmie Valley Hospital, a Washington municipal corporation must be in accordance with statute. Satisfactory evidence of authority must be submitted.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF REQUIREMENTS

NOTES

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note B: The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

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SCHEDULE B, PART I - Requirements
(continued)

Note C: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PTN LTS 3A & 4A, CITY OF SNOQUALMIE BLA LLA 09-02, 20090529900004
[Tax Account No.: 022307-9067-05](#) and 022307-9077-03

Note D: Notice: Please be advised that our search disclosed that the Land is vacant. The Company reserves the right to require further evidence to establish and verify the identity of the seller. The Company further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

Note E: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

Note F: Note: The Company finds no matters against the name(s) of King County Public Hospital District No. 4, King County, dba Snoqualmie Valley Hospital in the Public Records which would appear as exceptions in the policy.

Note G: Recording charges (per document title) for closings on July 26, 2021, and after, for all Washington counties:

Deed of Trust - \$204.50 and \$1 for each additional page.
Most other Docs, except as noted below - \$203.50 and \$1 for each additional page.
Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page
Multiple titled documents are charged per applicable title.

There is an additional \$4.25 fee per document for electronic recording.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Note H: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent of a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

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SCHEDULE B, PART I - Requirements
(continued)

Note I: NOTE: The premium for the Extended Coverage Owner's Policy is itemized as follows:

Standard Coverage:	\$3,505.00
Sales tax:	\$362.77
Extended coverage surcharge:	\$3,067.00
Sales tax on surcharge:	\$317.43

TOTAL PREMIUM, INCLUDING TAX: \$7,252.20

END OF NOTES

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession, or claiming possession, not shown in Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

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SCHEDULE B, PART II - Exceptions
(continued)

I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims or title to water.

K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records, or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

SPECIAL EXCEPTIONS:

1. Relinquishment of access to State Highway Number 2 and of light, view and air by Deed:

Grantee: State of Washington
Recording Date: June 11, 1957
Recording No.: 4804905

2. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed

In favor of: King County
Recording Date: July 3, 1963
Recording No.: 5605347

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on King County Short Plat Number 185057:

Recording No: 8703061999

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SCHEDULE B, PART II - Exceptions
(continued)

4. Agreement, including the terms and provisions thereof:

Executed by: Weyerhaeuser Real Estate Company
And: Snoqualmie Valley School District No. 410
Recording Date: July 11, 1995
[Recording No.:](#) [9507110866](#)
Regarding: Mitigation Agreement

Said agreement has been modified by amendments:

[Recording No.:](#) [9604111255](#)
[Recording No.:](#) [9612120597](#)
[Recording No.:](#) [20020809001317](#)

5. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: April 25, 1997
[Recording No.:](#) [9704250998](#)

Pursuant to instrument recorded under [Recording No. 9906070846](#), the covenants recorded under Recording No. 9711181679 were terminated and the covenants recorded under [Recording No. 9704250998](#) were reinstated.

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SCHEDULE B, PART II - Exceptions
(continued)

Modification(s) of said covenants, conditions and restrictions

[Recording No.: 19990713002070](#)
[Recording No.: 19991027000922](#)
[Recording No.: 19991115001487](#)
[Recording No.: 20000314001537](#)
[Recording No.: 20000314001538](#)
[Recording No.: 20000907001328](#)
[Recording No.: 20010130000828](#)
[Recording No.: 20010725001425](#)
[Recording No.: 20020425000649](#)
[Recording No.: 20021219002580](#)
[Recording No.: 20030305001810](#)
[Recording No.: 20031006000004](#)
[Recording No.: 20031203001576](#)
[Recording No.: 20031218001918](#)
[Recording No.: 20040317001141](#)
[Recording No.: 20040922000916](#)
[Recording No.: 20050812000958](#)
[Recording No.: 20050825000527](#)
[Recording No.: 20060113000018](#)
[Recording No.: 20070329000920](#)
[Recording No.: 20081008000529](#)
[Recording No.: 20090722002152](#)

An Assignment of Declarant Rights under said Covenants, Conditions and Restrictions from Weyerhaeuser Real Estate Company to the Quadrant Corporation was recorded January 8, 2002 under [Recording No. 20020108002826](#).

A memorandum of said restrictive covenants was recorded under [recording No. 20051110001407](#).

Supplemental Declarations under [Recording No. 20010725001426](#) and [Recording No. 20090630001279](#).

An Assignment of Declarant Rights under said conditions, covenants and restrictions from the Quadrant Corporation to Centex Homes was recorded under [Recording No. 20110331001559](#).

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CHICAGO TITLE COMPANY OF WASHINGTON

SCHEDULE B, PART II - Exceptions
(continued)

6. Agreement, including the terms and provisions thereof:

Executed by: Weyerhaeuser Real Estate Company
And: City of Snoqualmie
Recording Date: November 26, 1997
[Recording No.:](#) [9711262576](#)
Regarding: Developer extension agreement

Said agreement has been modified by release of reservation of water rights recorded under [Recording No. 20040712003424](#).

7. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 20, 1998
[Recording No.:](#) [9807201530](#)

Modification(s) of said covenants, conditions and restrictions:

[Recording No.: 9811122002](#)
[Recording No.: 9811170662](#)
[Recording No.: 9812162824](#)
[Recording No.: 19991115001488](#)
[Recording No.: 20000419000085](#)
[Recording No.: 20000907001329](#)
[Recording No.: 20010130000829](#)
[Recording No.: 20011116001490](#)
[Recording No.: 20021219002579](#)
[Recording No.: 20030305001811](#)
[Recording No.: 20050812000959](#)

8. Development Agreement for Snoqualmie Ridge Phase II, including the terms and provisions thereof:

Recording Date: June 29, 2004
[Recording No.:](#) [20040629001943](#)

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SCHEDULE B, PART II - Exceptions
(continued)

9. Agreement, including the terms and provisions thereof:

Executed by: The Quadrant Corporation
And: City of Snoqualmie
Recording Date: August 31, 2004
[Recording No.:](#) [20040831001103](#)
Regarding: Snoqualmie wastewater treatment facilities latecomer agreement

10. Notice Re Development Standards and Design Guidelines for Snoqualmie Ridge Phase II, including the terms and provisions thereof:

Recording Date: August 4, 2005
[Recording No.:](#) [20050804000049](#)

11. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Snoqualmie Boundary Line Adjustment Number 09-02:

[Recording No.:](#) [20090529900004](#)

12. Memorandum of Development Agreements and Covenants, including the terms and provisions thereof:

Recording Date: July 23, 2009
[Recording No.:](#) [20090723000987](#)

13. Reciprocal Access and Utilities Easement and Joint Use Agreement, and the terms and conditions thereof:

Between: Snoqualmie Ridge II Development LLC, a Washington Limited Liability Company
And: Public Hospital District No. 4, King County, d/b/a Snoqualmie Valley Hospital
Recording Date: November 25, 2013
[Recording No.:](#) [20131125001131](#)
Affects: Lot 3A and other property

Said instrument was amended by instrument recorded under [Recording No. 20160831002477](#).

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AMERICAN
LAND TITLE
ASSOCIATION



CHICAGO TITLE COMPANY OF WASHINGTON

SCHEDULE B, PART II - Exceptions
(continued)

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Snoqualmie, a Washington municipal corporation
Purpose: Utilities
Recording Date: January 16, 2014
[Recording No.:](#) [20140116000287](#)
Affects: Portion of Lot 3A and other property

15. Monument Easement and Maintenance Agreement, and the terms and conditions thereof:

Between: King County Public Hospital District No. 4, a Washington municipal corporation
And: Snoqualmie Ridge II Development LLC, a Washington Limited Liability Company
Recording Date: August 26, 2016
[Recording No.:](#) [20160826000456](#)
Affects: Lot 4A

16. Monument Easement and Maintenance Agreement and the terms and conditions thereof:

Recording Date: August 26, 2016
[Recording No.:](#) [20160826000458](#)
Affects: Lot 4A

17. Latecomer Agreement Snoqualmine Ridge and the terms and conditions thereof:

Recording Date: October 17, 2016
[Recording No.:](#) [20161017000697](#)
Affects: Lot 3A & 4A

18. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024
[Tax Account No.:](#) [022307-9077-03](#)
Levy Code: 2277
Assessed Value-Land: \$2,597,000.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$26,099.38
Paid: \$13,049.69
Unpaid: \$13,049.69

Affects: Lot 3A

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SCHEDULE B, PART II - Exceptions
(continued)

19. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024
[Tax Account No.:](#) [022307-9067-05](#)
Levy Code: 2277
Assessed Value-Land: \$2,511,000.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:
Billed: \$20,667.57
Paid: \$10,333.29
Unpaid: \$10,333.28

Affects: Lot 4A

20. City, county or local improvement district assessments, if any.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

- 3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II-Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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CHICAGO TITLE COMPANY OF WASHINGTON

(continued)

- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective July 1, 2024

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

When Recorded Return to:

Foster Garvey PC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attention: Bradley Berg

**TERMINATION OF SNOQUALMIE RIDGE WATER SYSTEM
DEVELOPER EXTENSION AGREEMENT**

GRANTOR: SNOQUALMIE RIDGE II DEVELOPMENT LLC

GRANTEE: CITY OF SNOQUALMIE

ABBREVIATED LEGAL DESCRIPTION: PTN LTS 3A & 4A, CITY OF SNOQUALMIE BLA LLA 09-02, 20090529900004

COMPLETE LEGAL DESCRIPTION: See Exhibit A.

REFERENCE NUMBER OF DOCUMENTS RELEASED: 9711262576, 20040712003424

ASSESSOR'S TAX PARCEL ID NOS.: 022307-9067-05, 022307-9077-03

TERMINATION OF SNOQUALMIE RIDGE WATER SYSTEM DEVELOPER EXTENSION AGREEMENT

This Termination of Snoqualmie Ridge Water System Developer Extension Agreement (this “**Termination**”) is made and entered into as of January __, 2025 (the “**Effective Date**”) between the CITY OF SNOQUALMIE, a Washington municipal corporation (the “**City**”), and SNOQUALMIE RIDGE II DEVELOPMENT LLC, a Washington limited liability company, as successor in interest to WEYERHAEUSER REAL ESTATE COMPANY, (“**Snoqualmie Ridge II Development**”). The City and Snoqualmie Ridge II may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Weyerhaeuser was the owner of a larger parcel that encompassed property legally described in Exhibit A (the “**Property**”).

B. The City and Weyerhaeuser Real Estate Company, a former Washington limited liability company (“**Weyerhaeuser**”) WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation and Grantor’s predecessor in interest entered into the Snoqualmie Ridge Water System Developer Extension Agreement dated November 19, 1997 and recorded on November 26, 1997 as King County Recording No. 9711262576 and assigned to Snoqualmie Ridge II Development (collectively the “**Snoqualmie Ridge Water System Developer Extension Agreement**”) governing the construction of certain improvements and extensions and reserving specific water rights to supply the system extensions, which were released by a Release of Reservation of Water Rights dated June 30, 2004 and recorded on July 12, 2004 as King County Recording No. 20040712003424.

C. Snoqualmie Ridge II Development, is the current owner of the Property, and Weyerhaeuser’s successor-in-interest to the Snoqualmie Ridge Water System Developer Extension Agreement.

D. The obligations under the Snoqualmie Ridge Water System Developer Extension Agreement have been complete and the parties wish to terminate the Snoqualmie Ridge Water System Developer Extension Agreement as it relates to the Property according to the terms and conditions set forth herein.

AGREEMENT

In consideration of the above recitals and the mutual covenants hereinafter set forth, the City and Snoqualmie Ridge II agree as follows:

1. Termination. The Snoqualmie Ridge Water System Developer Extension Agreement is hereby terminated in its entirety as it relates to the Property. Each party represents

and warrants to the other that all obligations owed to it under the Snoqualmie Ridge Water System Developer Extension Agreement have been performed or are otherwise satisfied. Neither the City nor the owner of the Property shall have any further rights or obligations with respect to the Snoqualmie Ridge Water System Developer Extension Agreement. This Termination shall be effective as to the City and the owner of the Property and their respective successors and assigns, and it shall extinguish any licenses or covenants running with the land.

2. Release. As of the Effective Date, the Parties hereby mutually release and discharge each other, their successors and assigns, from such party's respective obligations and liabilities (financial or otherwise) under the Snoqualmie Ridge Water System Developer Extension Agreement, whether to be kept, observed, or performed in the past, at present, or in the future.

3. Authority; Counterparts. The parties represent and warrant that they have full power and authority to enter into and perform this Termination. The parties represent that the individuals and entities signing this Termination on their behalf have full authority to so act. This Termination may be executed and delivered in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Termination is executed by the parties hereto, intending to be legally bound, effective as of the date first written above.

[Signature Pages Follows]

IN WITNESS WHEREOF, this Termination of Snoqualmie Ridge Water System Developer Extension Agreement is executed by the parties hereto, intending to be legally bound, effective as of the date first written above.

THE CITY: CITY OF SNOQUALMIE, a Washington municipal corporation

By: _____
Name: _____
Title: _____

SNOQUALMIE RIDGE II: SNOQUALMIE RIDGE II DEVELOPMENT, LLC, a Washington limited liability company

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON
COUNTY OF KING

ss.

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

Dated this ____ day of _____, 2025.

(Signature of Notary)
Notary public in and for the state of Washington,
residing at _____
My appointment expires _____

STATE OF WASHINGTON
COUNTY OF KING

ss.

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

Dated this ____ day of _____, 2025.

(Signature of Notary)
Notary public in and for the state of Washington,
residing at _____
My appointment expires _____

EXHIBIT A

Snoqualmie Ridge II's Property

For APN/Parcel ID(s): 022307-9067-05 and 022307-9077-03

LOTS 3A AND 4A, CITY OF SNOQUALMIE, SNOQUALMIE RIDGE, BOUNDARY LINE ADJUSTMENT NUMBER LLA 0902, RECORDED UNDER RECORDING NUMBER 20090529900004, IN KING COUNTY, WASHINGTON;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO THE CITY OF SNOQUALMIE FOR 8-FOOT STRIP OF LAND FOR TRAIL RECORDED APRIL 15, 2001, UNDER RECORDING NUMBER 20110415001006; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF SNOQUALMIE FOR PUBLIC USE BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20140123000078. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

RESOLUTION XXX

**A RESOLUTION OF THE CITY OF SNOQUALMIE,
WASHINGTON, AUTHORIZING THE MAYOR TO
SIGN THE TERMINATION OF SNOQUALMIE
RIDGE WATER SYSTEM DEVELOPER
EXTENSION AGREEMENT**

WHEREAS, Weyerhaeuser Real Estate Company was the owner of a larger parcel and

WHEREAS, the City and Weyerhaeuser Real Estate Company entered into the Snoqualmie Ridge Water System Developer Extension Agreement dated November 19, 1997 and recorded on November 26, 1997; and

WHEREAS, the Snoqualmie Ridge Water System Developer Extension Agreement was assigned to Snoqualmie Ridge II Development requiring the construction the City's water system, including source of supply wells, and the water treatment facility; and

WHEREAS, the Snoqualmie Ridge Water System Developer Extension Agreement was recorded against the title of the property associated with the Snoqualmie Ridge Water System Developer Extension Agreement; and

WHEREAS, the obligations Weyerhaeuser Real Estate Company held under the Snoqualmie Ridge Water System Developer Extension Agreement appear met or satisfied yet the Snoqualmie Ridge Water System Developer Extension Agreement is still recorded against the title of the property; and,

WHEREAS, the obligations under the Snoqualmie Ridge Water System Developer Extension Agreement have been completed, and the parties wish to terminate the Snoqualmie Ridge Water System Developer Extension Agreement formally as it relates to the Property according to the terms and conditions set forth herein;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, WASHINGTON AS FOLLOWS:

Section 1. Termination of Snoqualmie Ridge Water System Developer Extension Agreement.

The Snoqualmie Ridge Water System Developer Extension Agreement with Weyerhaeuser Real Estate Company is hereby terminated.

Section 2. Authorization for Termination Execution.

The Mayor is authorized to execute the Termination of Snoqualmie Ridge Water System Developer Extension Agreement attached hereto as Exhibit A.

Katherine Ross, Mayor

Attest:

Approved as to form:

Deana Dean, City Clerk

Dena Burke, City Attorney

Council Agenda Bill

AB Number

AB25-026

Agenda Bill Information

Title*

Code Enforcement and Nuisance Abatement Cost Recoupment and Process Clarifications

Action*

Motion

Council Agenda Section

Ordinance

Council Meeting Date*

02/10/2025

Staff Member

Dena Burke

Department*

Legal

Committee

Community Development

Committee Date

02/03/2025

Exhibits

Packet Attachments - if any

x1 Ordinance Cost Recovery for Code Enforcement and Appeals.docx

42.15KB

x2 Code Amendments - Cost Recovery for Code Enforcement and Appeals.docx

25.97KB

Summary

Introduction*

The amendments to Titles 8, 13, 15, and 17 would give the City greater opportunities to recoup costs incurred in pursuing code enforcement actions and better align the process of issuing and appealing code violations and abatement notices, as well as clarifying the penalties and enforcement mechanisms that apply to water, sewer, storm water, and zoning code violations.

Currently, the Snoqualmie Municipal Code contains inconsistent, and sometime ambiguous, provisions for recovering attorney fees and hearing examiner costs associated with seeking code compliance and remedying code violations. Additionally, the code currently provides disparate appeal processes that require some appeal issues be decided by the hearing examiner and other issues to be decided by the City Council, even when they arise from the same underlying circumstances. The proposed amendments would increase efficiency and consistency in decision-making by empowering the hearing examiner to hear all such appeals and removing the City Council from direct involvement in these quasi-judicial appeal processes.

Proposed Motion

Ordinance amending the Snoqualmie Municipal Code (SMC) Titles 8, 13, 15, and 17 to Enable Recoupment of City Costs for Code Enforcement and Nuisance Abatements related to Water, Sewer, Storm Water, and Zoning Regulations; and Harmonize and Clarify the Appeal Processes and Penalties for Code Enforcement and Nuisance Abatement Actions.

Background/Overview*

What was done (legislative history, previous actions, ability to hyperlink)

The City has adopted extensive and well-considered regulations to promote the health, safety, and general welfare of residents of the City, encourage visually attractive, compatible, and sustainable development of residential and commercial land and the built environment; and protect the water supply and the natural environment from harmful pollutants and ecological damage. Examples of these regulations can be found in various parts of the Snoqualmie Municipal Code, including Title 8 (Health and Safety), Title 13 (Water, Sewers and Public Services), Title 15 (Buildings and Construction), and Title 17 (Zoning).

Code enforcement is an important function of the Community Development Department. In short, code enforcement is a process that promotes the health, safety, welfare, and aesthetic beauty of the City by pursuing significant violations of the SMC, securing voluntary compliance where possible, and, when necessary, taking administrative and judicial measures to obtain corrective actions and abate harmful public nuisances. But pursuing code enforcement and nuisance abatement actions can be time-consuming for City staff and can cause the City to incur large costs from outside consultants and attorneys, particularly in cases with numerous related code violations involving technical interpretations of zoning and utility codes. Code cases and nuisance abatements may also generate substantial hearing examiner fees and/or court costs.

Analysis*

The City Administration wishes to increase the City's ability to recoup costs associated with code enforcement and nuisance abatements, so that, to the extent possible, the costs of such actions do not fall unfairly on innocent citizens and taxpayers. When the City successfully pursues responsible parties to remedy issues that impact the health, safety, and welfare of the general public, the City's costs should be borne by the person(s) responsible for the code violation or public nuisance, not taxpayers at large. Additionally, the Snoqualmie Municipal Code currently provides inconsistent routes for appealing nuisance abatement and code enforcement cases. The SMC currently requires appeals of nuisance abatement matters and sewer system violations to be heard by the City Council, whereas appeals of other types of code violation cases must be appealed to the Hearing Examiner, even if both matters arise out of similar or related factual circumstances. This split of decision-making authority creates the likelihood of piecemeal, inconsistent, unduly burdensome, and expensive adjudication processes that could be avoided by requiring both types of appeals to be heard by the Hearing Examiner. Empowering the Hearing Examiner to hear all such appeals would also remove the City Council from direct involvement in quasi-judicial appeal processes, which is often considered a best practice to avoid the appearance of politicized code enforcement and appeal decisions.

Further, certain code enforcement provisions in the Snoqualmie Municipal Code are silent or ambiguous as to the applicable enforcement mechanisms, monetary penalties, and timelines for issuing code violations and pursuing appeals, and thus are in need of clarification to ensure that members of the public are well-informed of their rights and obligations.

To address the foregoing concerns, the City Administration recommends amending Chapters 8.16 (Nuisance Abatement), 13.04 (Sewer Regulation), 13.12 (Water Service Regulations and Rates), 15.18 (Surface Water and Storm Water Management), and 17.05 (General Provisions [Zoning]) to provide additional mechanisms for recouping costs incurred by the City in connection with code enforcement and

nuisance abatement actions related to water, sanitary sewer, storm sewer, and zoning regulations; clarify and harmonize processes and procedures for issuing and appealing notices of violation and notices to abate nuisances; and clarify the penalties and enforcement mechanisms that apply to violations of these code chapters.

Adopting these code amendments will increase the opportunity for costs to be recovered by the City when pursuing code enforcement and nuisance abatement cases, including hearing examiner and legal fees, which are not consistently reflected in the current code as reimbursable expenses.

Budgetary Status*

This action has no budgetary implications.

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SNOQUALMIE, KING COUNTY, WASHINGTON, AMENDING TITLES 8, 13, 15, AND 17 OF THE MUNICIPAL CODE TO ENABLE RECOUPMENT OF CITY COSTS FOR CODE ENFORCEMENT AND NUISANCE ABATEMENT ACTIONS RELATED TO WATER, SEWER, STORM WATER, AND ZONING REGULATIONS, AND TO HARMONIZE AND CLARIFY APPEAL PROCESSES AND PENALTIES FOR CODE ENFORCEMENT AND NUISANCE ABATEMENT ACTIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Snoqualmie City Council has adopted regulations to promote the health, safety, and general welfare of residents of the City, encourage visually attractive, compatible, and sustainable development of residential and commercial land and the built environment; and protect the water supply and the natural environment from harmful pollutants and ecological damage; and

WHEREAS, these regulations can be found in various parts of the Snoqualmie Municipal Code, including Title 8 (Health and Safety), Title 13 (Water, Sewers and Public Services), Title 15 (Buildings and Construction), and Title 17 (Zoning); and

WHEREAS, code enforcement is an important mechanism for promoting, among other things, the health, safety, welfare, and aesthetic beauty of the City by pursuing significant violations of code, securing voluntary compliance where possible, and taking administrative and judicial measures when necessary to obtain corrective action and abate harmful public nuisances; and

WHEREAS, pursuing code enforcement and nuisance abatement actions can be time-consuming for City staff and can cause the City to incur large costs from outside consultants and attorneys, and frequently generate substantial hearing examiner and/or court costs; and

WHEREAS, the City wishes to increase its ability to recoup costs associated with code enforcement and nuisance abatements, so that, to the extent possible, the costs of such actions do not fall unfairly on innocent citizens and taxpayers; and

WHEREAS, the Snoqualmie Municipal Code currently requires appeals of nuisance abatement matters and sewer system violations to be heard by the City Council, whereas appeals of other types of code violation cases must be appealed to the Hearing Examiner, even if both matters arise out of similar or related factual circumstances, thus creating the likelihood of inefficient, duplicative, unduly burdensome, and expensive adjudication processes that could be avoided by requiring both types of appeals to be heard by the Hearing Examiner; and

WHEREAS, certain code enforcement authorities provided in the Snoqualmie Municipal Code are silent or ambiguous as to the applicable enforcement mechanisms, monetary penalties, and timelines for issuing code violations and pursuing appeals, and thus are in need of clarification to ensure that members of the public are well-informed of their rights and obligations; and

WHEREAS, for the foregoing reasons, the City Council desires to amend Chapters 8.16 (Nuisance Abatement), 13.04 (Sewer Regulation), 13.12 (Water Service Regulations and Rates), 15.18 (Surface Water and Storm Water Management), and 17.05 (General Provisions [Zoning]) to provide additional mechanisms for recouping costs incurred by the City in connection with code enforcement and nuisance abatement actions related to water, sanitary sewer, storm sewer, and zoning regulations; clarify and harmonize processes and procedures for issuing and appealing notices of violation and notices to abate nuisances; and clarify the penalties and enforcement mechanisms that apply to violations of these code chapters;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Snoqualmie, Washington, as follows:

Section 1. Amendments to the Municipal Code. Titles 8, 13, 15, and 17 of the Snoqualmie Municipal Code are hereby amended as shown in Exhibit A attached hereto.

Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 3. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five days after publication.

Section 4. Corrections by the City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and Code Reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

PASSED by the City Council of the City of Snoqualmie, Washington this ____ day of _____, 2025.

Katherine Ross, Mayor

ATTEST:

APPROVED AS TO FORM:

Deana Dean, City Clerk

Dena Burke, City Attorney

TITLE 8 HEALTH AND SAFETY

CHAPTER 8.16 NUISANCES

8.16.090 Appeal.

A. Any person notified to abate a public nuisance may appeal the determination of the enforcement officer to the hearing examiner. Appeal shall be made by filing a notice of appeal meeting all the requirements of SMC 2.14.100 within seven calendar days after service of notice to abate. The notice of appeal shall set forth the grounds for the appeal, shall include the address to which further notices are to be mailed, and shall comply with the other requirements of SMC 2.14.100, including payment of the appeal fee.

B. The hearing examiner shall set a hearing on the appeal for a date as soon as may be practical in the circumstances, and notice of the hearing shall be given by mail at least 10 calendar days prior to the date set. Further action on the abatement shall be stayed during the pendency of the appeal.

C. The hearing examiner shall hear and determine the appeal, and shall make findings and conclusions and issue a decision in writing pursuant to SMC 2.14.120, which shall be final and conclusive unless a petition for review is filed in the county superior court within 21 days after the findings, conclusions, and written decision are issued by the hearing examiner and transmitted to the appellant. Notice to the general public of the hearing examiner's decision on the appeal need not be published or posted under SMC 2.14.120.C.

8.16.100 Abatement by the city – Lien authorized.

A. Whenever a notice to abate a public nuisance has been given in accordance with the provisions of this chapter, and 20 days have elapsed from the date of the notice, or 30 days have elapsed from the date of the hearing examiner's decision on appeal, without the owner or responsible person having accomplished the abatement, the city may at its option proceed to abate the public nuisance.

B. In all cases of summary abatement pursuant to SMC 8.16.080 and abatement under subsection A of this section, the city's costs of investigation and abatement of the nuisance, including labor, materials and reasonable value of city equipment employed, and further including all expert consultant fees, attorney fees, hearing examiner fees, and court costs incurred by the city in connection with investigation and abatement of the nuisance, shall be a civil debt owing to the city jointly and severally by all owners or responsible persons to whom notice to abate was given, for which the city shall have a lien. In the event sums due the city under this subsection shall not be paid forthwith, or in the event the owner cannot be found, the enforcement officer shall record a notice of claim of lien in the name of the city. The notice of claim of lien shall be in the same form, and recorded with the same filing officer, and be enforced and foreclosed as provided by law for liens for labor and materials as provided in Chapter 60.04 RCW, as the same exists or may be amended at or after the effective date of the ordinance codified in this chapter.

TITLE 13 WATER, SEWERS AND PUBLIC SERVICES

CHAPTER 13.04 SEWER REGULATION

13.04.590 Sewer superintendent - Authority

The utilities director shall be the administrator of the city's sewerage system, and all instructions and decisions made by him shall be final, but appeals from such instructions or decisions may be made to the hearing examiner in writing pursuant to SMC 2.14.100. All such appeals must be filed within 14 calendar days of the appellant's receipt of the instructions or decision being appealed. The utilities director's instructions and decisions are deemed received immediately when conveyed in person or electronically, or three days after posting if sent by regular U.S. Mail or commercial courier service. Where this chapter requires approval by permission or decision of, or instruction from, the utilities director, the utilities director shall be guided solely by generally recognized engineering standards and practices, the operational demands and requirements of the sewerage system, and the peculiarities of construction, topographies, soil condition, and other relevant special factors affecting specific decisions to be made by the utilities director.

13.04.610 Violator – Subject to expenses.

Any person who violates any provision of this chapter, shall be liable to the city for any expense, loss, damage, cost of inspection, cost of investigation, or cost of correction incurred by the city by reason of such violation, including any expenses incurred by the city in collecting from such person of such loss, damage, expense, cost of inspection, cost of investigation, or cost of correction, and further including the city's reasonable attorney fees and hearing examiner costs.

13.04.640 Violations – Abatement.

Any violation of the provisions of this chapter which in the opinion of the utilities director constitutes a hazard to the public health, safety or welfare, is hereby declared to be a public nuisance, and may be abated pursuant to SMC chapter 8.16 and/or by action in the superior court. The city shall be entitled to recover its costs incurred in pursuing nuisance abatement actions to enforce this provisions of this chapter, including attorney fees and consultant or expert witness fees, in administrative and/or superior court proceedings.

CHAPTER 13.12 WATER SERVICE REGULATIONS AND RATES

13.12.900 Violations.

A. The following are declared to be unlawful and punishable as misdemeanors subject to a penalty of \$1,000 and/or imprisonment for 30 days. Each day of violation shall constitute a separate offense.

1. Making any connection to the municipal water supply system other than under the supervision of the public works department, or without paying the connection charge.
2. Turning on water service after the same has been shut off pursuant to SMC 13.12.040. If water service is turned on after the same has been shut off pursuant to SMC 13.12.040,

there shall be a rebuttable presumption that the person in whose name the utility account was established was the person who turned on the water service.

3. Failing to permit access to a meter by the public works department for the purpose of reading, inspecting or maintaining it.
4. Endangering, threatening or intimidating any public works department employee while the employee is attempting to read, inspect or maintain a meter.
5. Making any connection to or otherwise tampering with any fire hydrant, except by permit issued pursuant to SMC 13.12.025.

B. In addition to the criminal sanctions provided, the foregoing violations may be enforced through civil code enforcement or civil nuisance abatement actions, with civil monetary penalties of \$1,000 per violation. Each day of a continuing violation shall be deemed a separate violation and result in additional monetary penalties. Such violations shall also result in disconnection from the municipal water supply system, and the customer shall not be reconnected until a connection charge and all applicable penalties have been paid; provided, the customer may appeal any civil code enforcement or nuisance abatement action and related civil monetary penalties by filing a notice of appeal to the hearing examiner pursuant to SMC 2.14.100 within 14 calendar days of service of a notice of violation.

TITLE 15 BUILDINGS AND CONSTRUCTION

CHAPTER 15.18 SURFACE WATER AND STORM WATER MANAGEMENT

15.18.200 Enforcement.

The director is authorized to enforce the provisions of this chapter, the ordinances and resolutions codified in it, and any rules and regulations promulgated thereunder pursuant to the enforcement and penalty provisions. The remedies in this chapter are in addition to any other remedy provided by law.

A. General enforcement action shall be in accordance with this chapter whenever a person has violated any provision of this chapter. The choice of the specific enforcement action taken is at the discretion of the city. A progressive approach is typically implemented, but is not required, in order to assist businesses and other entities, persons, and residents in achieving and maintaining compliance with this chapter. A progressive approach emphasizes outreach, education, and technical assistance before taking further enforcement actions or assessment penalties, unless a flagrant, serious, or purposeful violation has occurred.

B. When a violation of this chapter has been committed, the following penalties may be assessed:

1. Corrective Actions. The director shall have the authority to require any and all of the following corrective actions in order to gain compliance with this chapter:

- a. Cease and desist or stop work order;
- b. Elimination of illicit connection;
- c. Abatement of any and all contaminants;
- d. Implementation of source control or treatment BMPs;
- e. Restoration of affected property, waterway, or conveyance;
- f. Other actions deemed necessary by the director.

2. Abatement by City.

a. City Action. If the violation has not been corrected within the time required by the director and pursuant to the requirements set forth in the notice of corrective action, the city may enter upon the subject premises as authorized by law, and is authorized to take any and all measures necessary to abate the violation including maintaining or repairing a component of a stormwater facility or BMP to bring it into compliance with this chapter and the Surface Water Design Manual or the Stormwater Pollution Prevention Manual. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the city or designated contractor to enter upon the premises for the purposes set forth above and the city may pursue any lawful remedy at its disposal.

b. Recovering Cost of Abatement. If a person is found in violation of this chapter, the city shall be entitled to recover, in addition to any monetary penalties, all abatement costs, including investigation costs, city staff time, sampling and monitoring costs, attorney's

fees, court costs, expert witness and consultant fees, and other expenses associated with enforcement of the provisions of this chapter.

3. Civil Penalties. Any person found to be in violation of this chapter shall be liable for cumulative civil penalties in the following amounts: \$250.00 for the first violation; \$500.00 for the second violation; and \$1,000 per violation for the third and all additional violations. Civil penalties shall constitute a personal obligation of the person against whom the penalties were imposed. An assessed civil penalty must be paid to the city. The penalty may be increased by the city if the violation is flagrant, serious, or purposeful or results in an economic benefit to the violator.

4. Criminal Penalties. Any person found to be in violation of this chapter may be subject to criminal penalties, as prescribed by state law, RCW 90.48.140.

C. Any person who objects to a final order of the city under this section may file an appeal to the city hearing examiner. The person shall file an appeal in accordance with SMC 2.14.100 with the city clerk within 14 days of the date of the order.

TITLE 17 ZONING

CHAPTER 17.05 GENERAL PROVISIONS

17.05.100 Administration and enforcement.

The director, as the duly authorized representative of the mayor, is charged with the responsibility of carrying out the provisions of the zoning code. He/she may be provided with the assistance of such other persons as the mayor may direct. The director shall administer the zoning ordinance as follows:

A. Interpretations. All interpretations of this title shall be made by the director or his/her delegate. All interpretations shall be reduced to writing and an orderly, retrievable record shall be kept.

B. Certificate of Zoning Compliance – Performance Bond. No building or structure shall be occupied, and no land shall be used nor shall any use regulated by this code be changed, until the director shall have issued a certificate of zoning compliance, certifying that the use complies with the requirements of this code, and all conditions imposed upon such use have been satisfied or that a bond or other equivalent security has been posted to secure performance of such conditions. The performance bond, or equivalent, shall be in a form acceptable to the city attorney, and shall be in the amount of 150 percent of the estimated cost of satisfying all remaining conditions.

C. Enforcement. The director, or his/her delegate, shall be responsible for taking any action necessary to enforce this title. If the director shall find that any of the provisions are being violated, he/she may notify the person responsible and seek voluntary compliance, or in appropriate cases issue a cease and desist order to the person responsible for such violation, indicating the nature of the violation, ordering the responsible person to cease and desist from such violation, setting forth the action necessary to correct the violation and establishing a date certain for such action to be taken. The cease and desist order shall require the discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures; or of additions, alterations, or structural changes thereto; discontinuance of any illegal work being done; or shall take any other action authorized by this title to ensure compliance with or prevent violations of its provisions. Willful violation of a cease and desist order shall constitute a misdemeanor. Violation of a cease and desist order shall be deemed willful if such violation shall continue with knowledge of the contents of such order, provided, the cease and desist order shall be stayed during the pendency of any appeal thereof as provided in Chapter 14.40 SMC.

D. Filing of Complaints. Whenever a violation of this title occurs, any person may file a complaint in regard thereto. All such complaints must be in writing, and shall be filed with the director who shall properly record such complaint, conduct a preliminary investigation and take such other action as he/she deems necessary.

E. Penalty and Cost Recovery. Any person who violates the provisions of this title or fails to comply with any of its requirements shall be liable for a civil monetary penalty of \$250.00 per violation. Each day such violation continues shall be considered a separate offense and subjects the person to additional penalties. The city shall, in addition to any civil penalties, be entitled to recover its actual costs of investigating, reviewing, processing, and taking measures

to enforce or correct any violations of this chapter, including without limitation all staff time, attorney fees and costs, consultant fees and costs, hearing examiner fees, witness fees and costs, and court costs, and further including all such fees and costs incurred in any administrative, judicial, or appellate proceedings. Nothing herein contained shall prevent the city from seeking such other legal or equitable remedies as may be available to prevent or remedy any violation. Responsibility for violations of this chapter is joint and several, and the code enforcement officer is authorized, but is not required, to take remedial action against any and all persons who may be responsible for a violation.