



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 5, 2001

Ordinance 14115

Proposed No. 2001-0248.3

Sponsors Phillips and Irons

1 AN ORDINANCE authorizing the issuance of a bond
2 and authorizing the executive to enter into a funding
3 agreement with the city of Snoqualmie, the Cascade
4 Land Conservancy and the Weyerhaeuser Real Estate
5 Company to implement the Snoqualmie Preservation
6 Initiative.

7
8
9 **PREAMBLE:**

10 Snoqualmie Falls is a local, regional and national treasure, and a recent
11 development proposal threatens to forever alter the viewshed of
12 Snoqualmie Falls and impact lands along the upper Snoqualmie river of
13 historical, archeological and cultural significance.

14 The Preston-Snoqualmie and the Snoqualmie Valley trails are critical
15 components of the two-hundred-mile King County Regional Trail
16 Network, and there are critical missing links between these two trails, as
17 well as missing links across the Snoqualmie river to the five-hundred-

18 twenty-five-acre Three Forks Natural Area and the four-hundred-fifty-acre
19 Meadowbrook Farm.

20 The Raging river basin is comprised of significant anadromous salmonid
21 spawning habitat and highly productive forest lands, and functions as an
22 important wildlife corridor between the Tiger Mountain State Forest, the
23 Cedar River Watershed and the Rattlesnake Mountain Scenic Area.

24 The King County Countywide Planning Policies, Policy LU-28, directs
25 growth to areas that are urbanized such that infrastructure improvements
26 can be easily extended. The city of Snoqualmie has high quality
27 infrastructure with sufficient capacity for additional growth.

28 The King County Countywide Planning Policies, Framework Policy FW-1, Step
29 8.b., identify a Joint Planning Area for Snoqualmie, and directs the executive to
30 jointly plan with the city of Snoqualmie to resolve their urban growth area.

31 The Snoqualmie preservation initiative is a series of actions intended to protect
32 Snoqualmie Falls and nearby resources of historical, archaeological and cultural
33 significance from the impacts of development, to ensure long-term, sustainable
34 forestry in the Raging river basin, provide vital trail connections and ensure
35 compact development where sufficient infrastructure can easily be extended. The
36 first action is the commitment to purchase the property known as the Falls
37 Crossing site, located adjacent to the Snoqualmie Falls. Subsequent actions to
38 revise the city of Snoqualmie's Urban Growth Area and to allow expansion of the
39 Snoqualmie Ridge development would result in reductions in the funding
40 obligations of King County and the city of Snoqualmie towards the purchase of

41 Falls Crossing by Weyerhaeuser Real Estate Company, the granting of
42 conservation easements on forestlands in the Raging river basin, and the granting
43 of conservation easements on lands traversed by the Preston-Snoqualmie and the
44 Snoqualmie Valley trails.

45 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

46 SECTION 1. The county executive is hereby authorized to execute a funding
47 agreement substantially in the form attached hereto as Attachment A to implement the
48 Snoqualmie preservation initiative.

49 SECTION 2. King County hereby approves the issuance of the bond referenced
50 in the funding agreement, in substantially the form attached to the funding agreement, in
51 the aggregate principal amount of \$8,350,000 and authorizes and directs the appropriate
52 county officials, agents and representatives to do everything necessary for the prompt

Ordinance 14115

53 execution and delivery of the bond in accordance with and subject to the terms and
54 conditions set forth in the funding agreement.

55

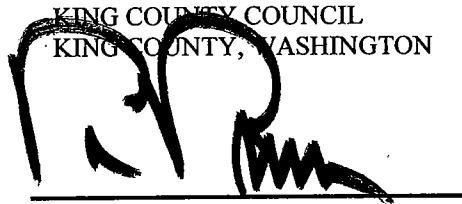
Ordinance 14115 was introduced on 4/30/01 and passed as amended by the Metropolitan King County Council on 6/4/01, by the following vote:

Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Ms. Hague, Mr. Thomas and Mr. Irons

No: 0

Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



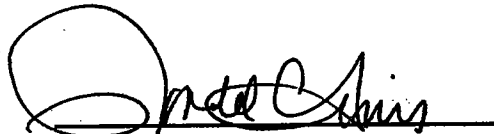
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 7 day of June, 2001.



Ron Sims, County Executive

Attachments A. Property Acquisition Funding Agreement, as amended by Council 6-4-01

PROPERTY ACQUISITION FUNDING AGREEMENT **14115**

THIS FUNDING AGREEMENT is made as of _____, 2001 by and among KING COUNTY, a municipal corporation and subdivision of the State of Washington ("King County"); the CITY OF SNOQUALMIE, a municipal corporation of the State of Washington ("Snoqualmie"); CASCADE LAND CONSERVANCY, a Washington non-profit corporation ("CLC"); and WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation ("WRECO").

RECITALS

The parties to this funding Agreement (the "Parties") have signed a non-binding Memorandum of Understanding ("MOU"), attached hereto as Exhibit A, which MOU generally described the anticipated framework of the Snoqualmie Preservation Initiative and the actions of each of the Parties that are contemplated as components of the Initiative.

CLC has executed a Purchase and Sale Agreement with Puget Western, Inc. ("Seller") to purchase certain property within the city of Snoqualmie for thirteen million three hundred thousand and no/100 dollars. A copy of said Purchase and Sale Agreement is attached hereto as Exhibit B and is incorporated by reference.

The Parties now wish to enter into a binding agreement describing the obligations and conditions applicable to each of the Parties with regard to the funding of the property purchase described above.

The Parties agree that the February 12, 1990 Agreement Regarding Snoqualmie's Future Annexation of Property on the Lake Alice Plateau has been performed. That agreement addressed the annexation of Snoqualmie Ridge property into the City of Snoqualmie and the conditions under which that property should be developed. The Snoqualmie Ridge property has now been annexed into Snoqualmie and development permits have been issued by the City for the Snoqualmie Ridge development. The Parties now agree that annexations beyond those contemplated in the 1990 Agreement are in the public interest and that the 1990 Agreement, pursuant to Section XIV(B)(1), has accordingly terminated by its own terms.

NOW, THEREFORE, in consideration of the promises, payments and actions described hereinafter, the Parties agree as follows:

AGREEMENT

1. USE OF TERMS.

Terms and conditions used in Exhibits A and B that are referred to in this Agreement shall have the meaning given them in Exhibits A and/or B, unless modified herein or a different meaning is clearly intended.

2. OBLIGATIONS OF KING COUNTY.

2.1. Prior to Closing, King County will deposit with the Escrow Agent, the following:

- 2.1.1. A warrant in the amount of \$3,020,000, payable to Seller or its designee as part of the Purchase Price of the Property;
- 2.1.2. A warrant in the amount of \$75,000, payable to CLC, as reimbursement for a portion of CLC's Earnest Money Deposit;
- 2.1.3. A warrant in an agreed upon amount, not to exceed \$22,500, payable to CLC, for reasonable closing and appraisal costs;
- 2.1.4. A Bond in the amount of \$8,350,000, in the form attached hereto as Exhibit C.

King County shall be released from the obligations of Section 2.1.1 upon satisfaction of WRECO's contingent obligation under Section 5.3.

2.2 The County hereby covenants that it will not make use of any funds of the County that may be deemed to be proceeds of the Bond pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (together, the "Code") that will cause the Bond to be an "arbitrage bond" within the meaning of said section and said regulations. The County will comply with the applicable requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bond) and the applicable regulations thereunder throughout the term of the Bond. The County further covenants that it will not take any action or permit any action to be taken that would cause the Bond to constitute a "private activity bond" under section 141 of the Code. The County shall comply with the provisions of this subsection unless, in the written opinion of nationally recognized bond counsel to the County, such compliance is not required in order to maintain the exemption of the interest on the Bond from federal income taxation.

3. OBLIGATIONS OF SNOQUALMIE.

3.1. Prior to Closing, Snoqualmie will deposit with the Escrow Agent the following:

- 3.1.1. A warrant in the amount of \$25,000, payable to CLC, as reimbursement for a portion of CLC's Earnest Money Deposit;
 - 3.1.2. A warrant in an agreed upon amount, not to exceed \$5,000, payable to CLC, for reasonable closing costs;
 - 3.1.3. A warrant in the amount of \$1,650,000, payable to Seller or its designee as part of the Purchase Price of the Property.
- 3.2. Snoqualmie acknowledges that, but for its debt capacity limitations, the first installment of the First Note, referenced in Section 5.4, and all of the Third Note, referenced in Section 5.5, would be the future contingent obligation of Snoqualmie, and not King County. Taken together, these two obligations (the first installment of the First Note, referenced in Section 5.4, and the Third Note, referenced in Section 5.5) constitute the City's Portion of the County's Bond. If the conditions requiring WRECO's payments under Sections 5.4 and 5.5 below are not met or WRECO otherwise fails to make payments with respect thereto, then Snoqualmie agrees to reimburse King County for any amounts that King County is required to pay under its Bond that represent the City's Portion of the County's Bond. Snoqualmie shall make such reimbursement upon 30 days written notice to Snoqualmie of King County's payment and Snoqualmie shall pay, in addition to the City's Portion of the County's Bond paid by King County, interest thereon at the rate of interest then applicable to interfund loans by the County for the number of days elapsed since the County made the payment of the City's Portion of the County's Bond until reimbursement by Snoqualmie. Snoqualmie's obligation to reimburse King County for any payment of the City's portion of the County's Bond, plus interest thereon, is secured by Snoqualmie's full faith and credit. Any reimbursement made by Snoqualmie pursuant to this subsection shall be a contribution toward the purchase of the conservation easement on the property described in Exhibit D.
- 3.3. Snoqualmie acknowledges that its current lack of debt capacity has caused King County to incur additional potential financial obligations and risk. Snoqualmie agrees that following execution of this Funding Agreement it will not incur additional debt without King County's consent, which consent shall not be unreasonably withheld, until after WRECO has executed and delivered the First and Third Notes, referenced in Sections 5.4 and 5.5 below, or until after Snoqualmie has reimbursed King County for the City's Portion of the County's Bond, whichever occurs first, except that Snoqualmie may incur debt necessary to address an emergency. For purposes of this section, the reasonableness of King County's withholding of consent to the City's incurring of additional debt shall be determined on the basis of whether the proposed debt, if incurred, would materially

impair the City's ability to reimburse King County in the event reimbursement is required.

4. **OBLIGATIONS OF CLC.**

4.1 CLC and Seller entered into a Purchase and Sale Agreement dated January 16, 2001, which is attached as Exhibit B ("Purchase Agreement"). At the closing of the transaction contemplated by the Purchase Agreement, the following shall occur:

4.1.1 CLC and Snoqualmie shall enter into an Assignment Agreement, in the form set forth in Exhibit E, assigning CLC's rights and obligations under the Purchase Agreement to Snoqualmie (to the extent set forth in such Assignment Agreement).

4.1.2 Seller shall convey the property in fee simple title to Snoqualmie by execution of a deed in the form set forth in the Purchase and Sale Agreement.

4.1.3 Snoqualmie shall convey a conservation easement to King County and CLC over the property described in Exhibit D by execution and delivery of a deed in the form set forth in Exhibit F

4.2 All funds received by CLC pursuant to Section 5 of this Agreement shall be deposited pursuant to the Paying Agent Agreement, which is attached as Exhibit G, and shall be paid pursuant to the terms of the Paying Agent Agreement. All funds paid to Seller pursuant to the Paying Agent Agreement will be applied pursuant to the terms of the Paying Agent Agreement in fulfillment of King County's monetary obligations under the Bond provided by King County pursuant to Section 2.1.4.

5. **OBLIGATIONS OF WRECO.** Upon the occurrence of each condition described below, WRECO shall make such payments and take such actions as described below. If any condition described below does not occur, then WRECO shall have no obligation to make such payment or take such action.

5.1. The parties acknowledge that WRECO has advanced to CLC an aggregate amount of \$180,000 which CLC has deposited with Seller as Financial Commitment Extension Period Earnest Money for three Financial Commitment Extension Periods, in the manner provided in Section 7(a)(iii) of Exhibit B.

5.2 If prior to Closing, but in no event later than June 15, 2001, (i) Snoqualmie's Urban Growth Area is amended to include all of WRECO's property that is

within the Joint Planning Area, which property is legally described on Exhibit H and depicted on the map on Exhibit I, and (ii) the mixed-use final plan is amended to increase by at least 268 the maximum number of dwelling units (excluding low income units) allowed within the current boundaries of Snoqualmie Ridge, then WRECO will grant to King County a conservation easement covering WRECO's total Raging River holdings, as legally described on Exhibit J. The easement shall be conveyed by WRECO's execution and delivery of a deed in the form set forth as Exhibit K. Said deed shall be executed and delivered to King County no later than 30 days after the full satisfaction of the conditions described above. WRECO shall have the power to terminate the conservation easement if by June 15, 2003, a development agreement as described under RCW 35A.14.330 has not been executed between Snoqualmie and WRECO, and/or WRECO's successors in interest or assigns, for the WRECO property within the Joint Planning Area that has been added to Snoqualmie's Urban Growth Area. WRECO may exercise its power of termination by sending notice thereof to King County on or before December 30, 2003. WRECO may record such notice with the King County Division of Records and Elections. If WRECO and Snoqualmie do enter into such development agreement on or before June 15, 2003, WRECO shall provide King County a trail easement, as substantially described in Exhibit K and shall send written notice thereof to King County and King County may thereafter record such notice and trail easement with the King County Division of Records and Elections.

- 5.3 If prior to Closing, but in no event later than June 15, 2001, the mixed-use final plan is amended to increase by at least 268 the maximum number of dwelling units (excluding low income units) allowed within the current boundaries of Snoqualmie Ridge, then, upon expiration of the appeal period under RCW 36.70C.040(3), or, if one or more appeals are made, upon final decisions with respect to such appeal(s) that affirm the City's action that is the subject of such appeal(s), WRECO will pay to CLC for deposit with the Escrow Agent prior to Closing or reimbursement of the appropriate party, cash or its equivalent in the amount of \$3,020,000.00, to be applied to the Purchase Price of the Property. WRECO will also pay CLC's closing costs in excess of \$27,500. If final resolution of any appeal described under this Section 5.3. that affirms the City's actions occurs after the due date for the payments referenced in this Section 5.3, then WRECO shall make the payments to CLC referenced in this Section 5.3 within 30 days of the final resolution of such appeal.
- 5.4 If prior to Closing, but in no event later than June 15, 2001, Snoqualmie's Urban Growth Area has been amended to include all of WRECO's property that is within the Joint Planning Area, which property is legally described on Exhibit H and depicted on the map attached as Exhibit I, then, upon expiration of the appeal period under RCW 36.70A.290(2), or, if one or

more appeals are made, upon final decisions with respect to such appeal(s) that affirm the County's actions that is the subject of such appeal(s), WRECO shall deliver to Snoqualmie \$1,000,000 towards construction of a trail bridge across the upper Snoqualmie River, and shall deliver to CLC a promissory note in substantially the form attached hereto as Exhibit L (the "First Note") in the principal amount of \$2,350,000 plus interest at the rate of 6% from the date of Closing to the date of payment. The First Note shall be payable in two installments. The first installment of accrued interest plus principal in the amount of \$350,000 is payable June 30, 2003. The second installment of the remaining accrued interest and principal is payable on June 30, 2005. These payments will be deposited pursuant to the Paying Agent Agreement and will be applied pursuant to the terms of the Paying Agent Agreement in fulfillment of King County's monetary obligations under its Bond provided pursuant to Section 2.1.4. If final resolution of any appeal described under this Section 5.4. that affirms the County's actions occurs after the due date for any payment referenced in this Section 5.4, then WRECO shall make the payments to CLC referenced in this Section 5.4 within 30 days of the final resolution of such appeal.

5.5 If a development agreement as described under RCW 35A.14.330, is executed by June 15, 2003 between Snoqualmie and WRECO, and/or WRECO's successors in interest or assigns, for the WRECO property within the Joint Planning Area that has been added to Snoqualmie's Urban Growth Area, as legally described on Exhibit H and depicted on the map attached hereto as Exhibit I, then, upon expiration of the appeal period under RCW 36.70C.040(3) or, if one or more appeals are made, upon final decisions with respect to such appeal(s) that affirm the City's action that is the subject of such appeal(s), WRECO shall deliver to CLC a promissory note in substantially the form attached hereto as Exhibit M (the "Third Note") in the principal amount of \$2,000,000 plus interest at the rate of 6% from the date of Closing to the date of payment. The Third Note shall be paid in full in one or more installments on or before June 30, 2007. Such payment(s) will be deposited pursuant to the Paying Agent Agreement and will be applied pursuant to the terms of the Paying Agent Agreement in fulfillment of King County's monetary obligations under its Bond provided pursuant to Section 2.1.4. If final resolution of any appeal described under this Section 5.5. that affirms the City's actions occurs after June 30, 2007, then WRECO shall make the payment to CLC referenced in this Section 5.5 within 30 days of the final resolution of such appeal.

5.6 If, prior to December 31, 2002, amendments to Snoqualmie's Urban Growth Area outside of the Joint Planning Area are made adding the Northwest Properties, as defined in Section 5.7, to Snoqualmie's Urban Growth Area, then, upon expiration of the appeal period under RCW 36.70A.290(2) or, if one or more appeals are made, upon final decisions with respect to such

appeal(s) that affirm the County's actions that are the subject of such appeal(s), a conservation easement will be granted to King County by WRECO on approximately 600 acres adjacent to the Snoqualmie Valley Trail, which property is depicted on the map attached hereto as Exhibit N. The conservation easement shall be conveyed by WRECO's execution and delivery of a deed in the form set forth as Exhibit O. Said deed shall be executed and delivered to King County no later than 30 days after full satisfaction of the above conditions. WRECO shall have the power to terminate the conservation easement if by June 15, 2004, a development agreement as described under RCW 35A.14.330 has not been executed between Snoqualmie and WRECO, and/or WRECO's successors in interest or assigns, for the Northwest Properties. WRECO may exercise its power of termination by sending notice thereof to King County on or before December 30, 2004. WRECO may record such notice with the King County Division of Records and Elections. 5.7 If, by December 31, 2002, (i) the subarea plan recommends adding WRECO lands outside the Joint Planning Area legally described on Exhibit P and depicted on the map on Exhibit Q (the "Northwest Properties"), to Snoqualmie's Urban Growth Area, and (ii) if the King County Growth Management Planning Council and the King County Council approve the addition of the Northwest Properties to Snoqualmie's Urban Growth Area, then, upon expiration of the appeal period under RCW 36.70A.290(2) or, if one or more appeals are made, upon final decisions with respect to such appeal(s) that affirm the County's actions that are the subject of such appeal(s), WRECO shall deliver to CLC a promissory note in substantially the form attached hereto as Exhibit R (the "Second Note") in the principal amount of \$2,000,000 plus interest at the rate of 6% from the date of Closing to the date of payment. The Second Note shall be paid in full in one or more installments on or before June 30, 2007. This payment will be deposited pursuant to the Paying Agent Agreement and will be applied pursuant to the terms of the Paying Agent Agreement in fulfillment of King County's monetary obligations under its Bond provided pursuant to Section 2.1.4. If final resolution of any appeal described under this Section 5.7 that affirms the County's actions occurs after June 30, 2007, then WRECO shall make the payment to CLC referenced in this Section 5.7 within 30 days of the final resolution of such appeal.

- 5.8 If a development agreement as described under RCW 35A.14.330, is completed by June 15, 2004 between Snoqualmie and WRECO, and/or WRECO's successors in interest or assigns, for the Northwest Properties, then, upon expiration of the appeal period under RCW 36.70C.040(3) or, if one or more appeals are made, upon final decisions with respect to such appeal(s) that affirm the City's actions that are the subject of such appeal(s), WRECO shall deliver to CLC a promissory note in substantially the form attached hereto as Exhibit S (the "Fourth Note") in the principal amount of \$2,000,000 plus interest at the rate of 6% from the date of Closing to the date

of payment. The Fourth Note shall be paid in full in one or more installments on or before June 30, 2007. Such payment(s) will be deposited pursuant to the Paying Agent Agreement and will be applied pursuant to the terms of the Paying Agent Agreement in fulfillment of all of King County's remaining monetary obligations under its Bond provided pursuant to Section 2.1.4. If final resolution of any appeal described under this Section 5.8. that affirms the City's actions occurs after June 30, 2007, then WRECO shall make the payment to CLC referenced in this Section 5.8 within 30 days of the final resolution of such appeal.

6. WRECO REPRESENTATIONS.

As to any and all easements to be conveyed to King County by WRECO pursuant to this Agreement, WRECO represents, warrants and covenants to King County that:

6.1 Authority: WRECO, and the person signing on behalf of WRECO, has full power and authority to execute this Agreement and perform WRECO's obligations, including, but not limited to, conveyance of all easements to be conveyed pursuant to this Agreement.

6.2 Conservation Easements. WRECO represents and warrants that it will comply with the terms, conditions, representations, and warrants contained in the deeds attached hereto as Exhibits I and P from and after the date of this Agreement with respect to the properties subject to the conservation easements to be conveyed pursuant to this Agreement (hereinafter "Easement Properties"). WRECO shall be released from the provisions of this Section as to any of the Easement Properties not conveyed to King County pursuant to this Agreement, because the applicable conditions described in Section 5 are not satisfied.

7. SATISFACTION OF CONTINGENCY.

On or before June 15, 2001, the Parties will satisfy the contingency contained in Paragraph 7(a)(iii) of Exhibit B.

8. DISPUTE RESOLUTION.

In the event of a contractual dispute between or among any of the parties regarding this Agreement, the affected parties shall attempt to resolve the matter informally. If the disputing parties are unable to resolve the matter informally, the disputing parties may agree to submit the matter to mediation. If the parties submit the matter to mediation and the matter is not resolved, a party shall be entitled to pursue any legal remedy available.

9. GOVERNING LAW AND VENUE.

This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

10. INDEMNIFICATION AND HOLD HARMLESS.

10.1 No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party shall be deemed, or represented themselves to be, employees or agents of another party.

10.2 The Parties agree to defend, indemnify and hold harmless each other, their respective officials, agents and employees, from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party (and its officials, agents, employees acting within the course and scope of their employment and contractors (hereinafter "actors")) in performing said party's obligations under this Agreement. In the event any such liability arises from the concurrent negligence of the indemnifying party and one or both of the other parties, or any of their respective actors, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying party and its actors.

10.3 The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other parties only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

10.4 Each party to this Agreement shall immediately notify the others of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to this Agreement.

11. ASSIGNMENT.

None of the parties will assign this Agreement or any part thereof without the written consent of the others; provided, however, that WRECO may assign its rights, privileges, obligations, and duties hereunder, to any Affiliate of WRECO, as hereinafter defined and, to any purchaser of the real properties involved herein or affected hereby. For purposes of this Agreement, the term "Affiliate" shall mean any partnership, joint venture, corporation, limited liability company, association or other legal entity directly or indirectly controlling, controlled by or under common control with WRECO or Weyerhaeuser Company. Any attempted

assignment in violation of this Section shall be void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and permitted assigns.

12. **NOTICE.**

Except as otherwise provided herein, any notice provided to a party under this Agreement shall be provided to the project manager for such party as designated below.

PARTY:

Weyerhaeuser Real Estate Company
Attention: C. Stephen Lewis, President
Mail Stop EC3-3B9
P.O. Box 9777
Federal Way, WA 98063-9777

King County
Attention:

The City of Snoqualmie
Attention: Gary Armstrong

Cascade Land Conservancy
Attention: Gene Duvernoy

WITH COPY TO:

Hillis Clark Martin & Peterson
Attention: Jerome L. Hillis
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

Civil Division, King County PAO
Attention: Kevin Wright
E-550 King County Courthouse
516 Third Avenue
Seattle, WA 98104-2312

Pat Anderson
Snoqualmie City Attorney
8020 Railroad Avenue S.E.
Snoqualmie, WA 98065

Preston Gates & Ellis
Attention: Konrad Liegel
701 Fifth Avenue, Suite 5000
Seattle, WA 98104-7078

13. **AMENDMENTS.**

This Agreement and its exhibits may be amended only by a written instrument signed by the Parties.

14. **NO THIRD PARTY RIGHTS.**

Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any

liability on the part of any party or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.

15. **WAIVER.**

Waiver of any breach of this Agreement shall not be deemed to be waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16. **TIME IS OF THE ESSENCE.**

Time is of the essence as to every element of this Agreement.

17. **NON-MERGER.**

The terms and conditions of this Agreement, including, without limitation, all indemnification obligations, will not merge into, but will survive, the Closing and conveyance of any property interests pursuant to this Agreement.

18. **EXHIBITS.**

Exhibits A through are attached hereto and incorporated herein by reference.

19. **ENTIRE AGREEMENT.**

This Agreement and its exhibits contain the entire agreement of the Parties and any representations or understanding, whether oral or written, not incorporated herein are excluded.

20. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

21. **SEVERABILITY.**

If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remaining terms and provisions unaffected thereby shall remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

KING COUNTY

By: _____

Ron Sims
King County Executive

Date: _____

STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this day personally appeared before me _____,
to me known to be the County Executive of KING COUNTY, the Washington municipal
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 [he/she] was duly authorized to execute such
instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of
_____, 2001.

Printed Name

NOTARY PUBLIC in and for the State of
Washington, residing at

My Commission Expires

CITY OF SNOQUALMIE

By: _____

R. "Fuzzy" Fletcher
Mayor

Date: _____

STATE OF WASHINGTON }
COUNTY OF KING }

ss.

On this day personally appeared before me _____, to me known to be the Mayor of the CITY OF SNOQUALMIE the Washington municipal 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 [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2001.

Printed Name

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires

WEYERHAEUSER REAL ESTATE COMPANY

By: Thomas B Miller
Thomas B. Miller
Vice President

Date: 5-31-01

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Thomas B. Miller, to me known to be the Vice President of WEYERHAUSER REAL ESTATE COMPANY, 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 [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 31st day of May, 2001. Viveta A. Christian

Printed Name
Viveta A. Christian
NOTARY PUBLIC in and for the State of
Washington, residing at
Tacoma
My Commission Expires
2-15-04

CASCADE LAND CONSERVANCY

By: _____
Eugene Duvernoy
Director

Date: _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me _____, to me known to be the _____ of CASCADE LAND CONSERVANCY, the Washington non-profit 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 [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2001.

Printed Name

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires