

## **AMENDMENT AND THIRD EXTENSION TO MEMORANDUM OF UNDERSTANDING**

This AMENDMENT AND THIRD EXTENSION TO MEMORANDUM OF UNDERSTANDING (“Third MOU Extension”) is entered into this \_\_\_\_ day of January, 2024 (the “Effective Date”), by and between the CITY OF SNOQUALMIE, a Washington municipal corporation (“City”), and PETER HAMBLING, an individual (“Hambling”) on the terms and provisions set forth below.

### **RECITALS**

A. Hambling is an individual and the owner of one of the largest model railroads in the country. Hambling has formed a nonprofit 501(c)(3) corporation, Pacific West Rail Foundation (“PWRF”), and intends to donate the model railroad to PWRF in order to enable PWRF to make the model railroad available for public recreation, education and enjoyment on a suitable site and in a suitable museum facility in Snoqualmie, Washington (“Public Park/Museum”).

B. Hambling and City entered a Memorandum of Understanding dated December 18, 2022 (“Initial MOU”), as extended by an Extension to Memorandum of Understanding dated April 17, 2023 (“First MOU Extension”), as further extended by a second extension to the memorandum of understanding which expired by its terms on November 18, 2023 (“Second MOU Extension”), memorializing the parties’ intent to negotiate regarding the possible development of a Public Park/Museum on certain City-owned property, and setting forth the respective obligations of City and Hambling regarding the same. The term “MOU” means the Initial MOU, as extended by the First MOU Extension, the Second MOU Extension, and as amended and extended by this Third MOU Extension.

C. Hambling and City continue to work toward identifying an appropriate site and establishing the Public Park/Museum in Snoqualmie.

D. Hambling and City desire to enter this Third MOU Extension to amend the Initial MOU to permit an extension of up to one (1) year and to memorialize a third extension of the MOU.

**NOW, THEREFORE**, in consideration of the above Recitals, which are incorporated herein by this reference, and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

#### **1. Amendment**

The MOU is amended as follows, with deletions stricken and additions double-underlined:

##### **1. Term**

This MOU shall commence as of the Effective Date and, unless earlier terminated pursuant to the terms of this MOU, shall remain and continue in effect for a period of 4 months (“Term”). Upon expiration of the Term, this MOU shall

automatically terminate unless extended as provided herein. Notwithstanding the foregoing, the Snoqualmie Mayor shall have the right, but not the obligation, to grant an administrative extension of this MOU for up to one hundred twenty (120) days. If the Term plus any administrative extension is not sufficient to organize the required information for review, upon mutual agreement of City Council and Hambling (or his successors/assigns, if assigned under Section 5 below), this MOU may be extended for up to two additional Terms ("Renewal Term") of ~~3 additional months~~ up to one (1) additional year each.

## **2. Extension of Term**

The term of the MOU ("Term") is hereby extended for a period of one (1) year, which shall run from November 18, 2023 and terminate at midnight on November 18, 2024, unless the Term is further extended by the parties pursuant to Section 1 of the MOU.

*[Signatures follow]*

**IN WITNESS WHEREOF**, City and Hambling have executed this Third MOU Extension on the respective dates set forth below. This Third MOU Extension shall be effective as of the Effective Date.

CITY OF SNOQUALMIE,  
a Washington municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

PETER HAMBLING,  
an individual

By: \_\_\_\_\_

Date: \_\_\_\_\_