

**PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT (“Agreement”), dated as of the last date signed below is entered into by and between CF ARCIS VII LLC, a Delaware limited liability company (hereafter “Seller”), and the City of Snoqualmie, a Washington municipal corporation (“Buyer”). Buyer and Seller are hereafter referred to individually as a “Party” and collectively as the “Parties.”

Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, all subject to the terms and conditions set forth in this Agreement. The Parties agree as follows:

**1. PROPERTY.** Seller is the owner of real property located in King County, Washington, having an address of 36005 SE Ridge Street, Snoqualmie, Washington, bearing King County Parcel No. 252407-9001 (“Parent Parcel”), which real property is described as:

LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSTMENT NUMBER LLA 04-02 (ALSO KNOWN AS “SNOQUALMIE RDIGE BOUDNARY LINE ADJUSTMENT NO. 26”), AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE, UNDER KING COUNTY RECORDING NUMBER 20040607900001SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS OF SAID LOT Z CONVEYED TO THE CITY OF SNOQUALMIE BY DEEDS RECORDED UNDER RECORDING NUMBERS 20070719000221 AND 20070720000283.

The parties want to provide for the sale of a portion of the Parent Parcel by Seller to City. As used in this Agreement, the term “Property” refers to a portion of the Parent Parcel consisting of approximately 0.94 acres of land as legally described in **Exhibit A** attached hereto, including any improvements appurtenant to thereto. The Parent Parcel less and except the Property is hereafter referred to as the “Remaining Property”.

**2. PURCHASE; CONDITION OF PROPERTY; ADDITIONAL TERMS.** Seller shall sell and convey the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms, covenants and conditions set forth in this Agreement. Buyer acknowledges that prior to Closing (as defined below), Buyer has or will have inspected the Property. Buyer will be purchasing the Property in its present condition, “AS IS AND WITH ALL FAULTS.” As of the date of this Agreement and as of Closing, Buyer agrees that Seller has made and will have made no representations or warranties or agreements of any kind or nature whatsoever regarding any aspect of the Property, except as provided in this Agreement and in the Deed (as defined below).

**2.1** Seller agrees to sell and Buyer agrees to purchase:

**a.** The Property as generally described above and legally described in Exhibit A attached hereto.

**b.** All development rights relating to the Property; (a) all rights to obtain utility service in connection with the Property; (b) assignable licenses and other governmental permits and permissions relating to the

Property and the operation thereof.

c. A permanent access easement across and within the Parent Parcel to the Property for all City utility purposes, including construction, operation, maintenance, and repair of the facilities to be located on the Property ("Permanent Access Easement"). The location of the Permanent Access Easement within the Parent Parcel is depicted in Exhibit B (Map of Temporary Construction and Access Easements) attached to this agreement and hereafter referred to as the "Permanent Easement".

d. A temporary construction easement over portions of the Parent Parcel adjacent southerly and easterly to the Property as depicted in Exhibit B to this agreement and hereafter referred to as "Temporary Construction Easement". The Temporary Construction Easement shall commence on May 2025 and shall expire on July 31, 2026, unless otherwise agreed by the parties in writing. Construction impacts will occur within the Temporary Construction Easement and may include temporary equipment access, staging, loading, unloading, clearing, grading, security fencing, stockpiling, and other miscellaneous construction activities associated with constructing improvements at the Property.

**2.2** In addition to the foregoing, Buyer shall reimburse Seller for the costs of constructing the utility relocation improvements to the Parent Parcel as depicted in Exhibit C to this agreement, which are necessary to accommodate the City's utility improvements within the Property. This work includes the relocation of 300 linear feet of PVC irrigation main, valves, and associated fittings, and surface restoration. These improvements are expected to be completed in late 2024 and hereinafter referred to as "Utility Relocation Improvements".

**2.3** Both parties agree to avoid impacts to the Boeing Classic PGA Golf Tournament scheduled to occur August 4<sup>th</sup> thru August 10<sup>th</sup>, 2025. During the tournament dates these efforts will include pausing all active construction and material deliveries during the tournament dates, reducing construction visual impacts by use of fence screen, and securing site equipment and materials prior to the scheduled tournament. Increased traffic for the delivery, storage and demobilization of tournament vehicles and materials is expected to occur during July and August along the Bonneville Power (BPA) Access Road. Both parties agree to share and maintain continuous access along the BPA Access Road.

**2.4** Prior to closing both parties agree to sign the Exhibit D Exempt Subdivision Map pursuant to SMC 16.04.030.D., segregating the Property from the Parent Parcel.

### **3. PURCHASE PRICE AND ADDITIONAL AMOUNTS.**

**3.1. Amount.** The purchase price ("Purchase Price") for the Property shall be Two-Hundred and Nine-Thousand and 00/100 Dollars (\$ 209,000). In addition to the Purchase Price, Buyer shall pay Seller an Additional Amount of up to One-Hundred and Twenty-Three-Thousand and 00/100 Dollars (\$123,000) ("Additional Amount") as compensation for the following items:

a. Temporary Construction Easement: \$20,000;

b. Permanent Access Easement: \$10,000; and

c. Utility Relocation Improvements: up to \$93,000, upon presentation of an invoice from Seller's contractor documenting completion of the work, presented to Buyer at Closing. If Seller encounters unexpected circumstances or conditions that materially increase the cost of the Utility Relocation Improvements, Buyer and Seller shall meet and confer to determine whether an increase in the Additional Amount payable to Seller under this agreement is warranted. No increase in the Additional Amount due to increased costs of the Utility Relocation Improvements shall be owed by Buyer to Seller unless agreed by the parties in writing prior to Closing.

**3.2. Payment.** The Purchase Price and Additional Amount shall be paid in immediately available funds (i.e., available on the Closing Date).

**3.3 Earnest Money.** No Earnest Money is being required of Buyer.

**4. TITLE.** Title to the Property shall be insurable by a 2006 ALTA Owner's Standard Coverage Policy in the amount of the Purchase Price (the "Title Policy") to be issued by Chicago Title of Washington (the "Title Company" or "Escrow Holder"), subject only to the Permitted Exceptions (as defined below). The "Permitted Exceptions" means the Exceptions from Coverage specified in Exhibit D Title Report issued by the Title Company to Seller at the time Seller acquired the Property, Policy Number 233753-SC, the terms of which are incorporated herein by this reference, and updated to reflect current General taxes and assessments. It shall be a condition of Closing that all requirements for issuance of the Title Policy shall have been satisfied or waived by the Title Company and the Title Company shall be prepared to issue the Title Policy, on the standard form in use in the State of Washington, in the full amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property subject only to Permitted Exceptions and others approved by Buyer in writing.

**5. DELIVERIES TO ESCROW HOLDER.**

**5.1. By Seller.** Seller shall deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following items, the delivery of each of which shall be a condition to the performance by Buyer of its obligations under this Agreement:

a. **Deed.** A Statutory Warranty Deed warranting conveyance of fee simple title to Buyer as provided in RCW 64.040.030 and otherwise in form and substance reasonably satisfactory to Buyer and the Title Company, duly executed and acknowledged by Seller (the "Deed").

b. **FIRPTA Affidavit.** A certificate duly executed by Seller evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

c. **Certificates of Authority.** Such certificates as are necessary or reasonably required by Buyer or the Title Company to evidence the authority of Seller and its signatories to execute the instruments to be executed by Seller in connection with this

Agreement, and evidence that the execution of such instruments is the official act and deed of Seller.

**d. Excise Tax Affidavit.** A real estate excise tax affidavit signed by Seller or its agent reasonably satisfactory to the Title Company (the "Tax Affidavit").

**5.2. By Buyer.** Buyer shall deliver or cause to be delivered to Escrow Holder on or before the Closing Date, the delivery of each of which shall be a condition to the performance by Seller of its obligations under this Agreement:

**a. Closing Funds.** Cash by federal funds, wire transfer or cashier's check in the amount necessary to pay the Purchase Price, Additional Amount and Buyer's share of Closing costs.

**b. Excise Tax Affidavit.** The Tax Affidavit signed by Buyer or its agent.

**c. Certificates of Authority.** Such certificates as are necessary or reasonably required by Seller or the Title Company to evidence the authority of Buyer and its signatories to execute the instruments to be executed by Buyer in connection with this Agreement, and evidence that the execution of such instruments is the official act and deed of Buyer.

**6. CLOSE OF ESCROW.**

**6.1. Time.** The close of escrow (the "Closing") shall occur at the offices of Escrow Holder or other mutually agreement place on a date on or before January 31st, 2025 that is agreed to by Buyer and Seller (the "Closing Date").

**6.2. Procedure.** Escrow Holder shall proceed with Closing as follows:

**a.** Obtain the release of the Property from any liens that are not included in the Permitted Exceptions.

**b.** Pay applicable real estate transfer excise taxes, if any, record the Deed, and complete the prorations.

**c.** Issue and deliver the Title Policy to Buyer.

**d.** Deliver to Buyer any other documents deposited by Seller into Escrow that are intended for Buyer.

**e.** Deliver the Purchase Price and Additional Amount, less amounts applied as provided in Section 6.2(a) above, to Seller.

**f.** Forward to Buyer and Seller, in duplicate, a separate accounting of all funds received and disbursed for each Party and copies of all executed and recorded or filed documents deposited into escrow, with such recording and filing date endorsed thereon.

**6.3. Incorporation of Escrow Instructions.** This Agreement shall serve as escrow instructions. The Parties shall execute additional escrow instructions if required by Escrow Holder provided that such additional escrow instructions shall not change the terms of this Agreement without mutual agreement of the Parties.

**6.4. Closing Costs and Prorations.**

**a. Closing Costs.** Buyer agrees to pay all Closing costs including, without limitation: (i) all state, county and local documentary transfer taxes, including any Washington state real estate excise tax if applicable; (ii) the premium for the Title Policy; (iii) recording fees; and (iv) any escrow fee.

**b. Property Taxes.** The Property has been determined exempt from property taxes.

**7. BROKERAGE.** Each Party represents and warrants to the other Party that it has not retained any firm or broker and further that no broker and no finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that Party with respect to the other Party or the Property. Each Party shall indemnify, defend and hold the other Party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying Party's actions. The obligations of the Parties under this Section shall survive the termination of this Agreement.

**8. CASUALTY.** The rights and obligations of the Parties shall not be changed as a consequence of any casualty to the Property prior to Closing. If and only if Closing shall occur, any insurance proceeds realized from any casualty shall be paid to Buyer.

**9. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

**9.1. Seller's Representations, Warranties and Covenants.** Seller, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

**a. Agreements to Transfer or Encumber.** Seller has neither committed nor obligated itself in any manner whatsoever to sell, lease or encumber the Property or any interest therein to any person or entity other than Buyer.

**b. Bankruptcy, Etc.** Seller has not filed any petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, nor, to Seller's knowledge, has any such petition been filed against Seller; no general assignment of Seller's property has been made for the benefit of creditors, and no receiver, master, liquidator or trustee has been appointed for Seller or any of its Property.

**c. Litigation.** Seller has received no notice of, and there is not pending or to Seller's actual knowledge threatened, any actions, suits, proceedings, orders, administrative proceedings or investigations pending or to Seller's knowledge threatened against or affecting Seller or the Property, which might materially and adversely affect Seller's ability to execute or perform its obligations under this Agreement.

**d. FIRPTA.** Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

**e. Good Standing and Due Authority.** Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller’s legal, valid and binding obligations enforceable against Seller in accordance with their terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Seller is subject.

**9.2 Buyer’s Representation.** Buyer, as of the date of this Agreement and as of the Closing Date, makes the following representations, warranties and covenants:

**a. Good Standing.** Buyer is a Washington municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington.

**b. Due Authority.** Buyer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation under this Agreement and the transactions contemplated by this Agreement. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Buyer and constitute the Buyer’s legal, valid and binding obligations enforceable against Buyer in accordance with their terms. The consummation by Buyer of the purchase of the Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Buyer is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority to which Buyer is subject.

**10. SURVIVAL.** The covenants, agreements, representations, warranties made in this Agreement, and the remedies and indemnities provided for in this Agreement, shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire integrated agreement of the Parties, including all of the covenants and conditions between the Parties with respect to the subject matter of this Agreement, and supersedes all prior correspondence, agreements and understandings, both verbal and written. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by Seller and Buyer. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

**12. DEFAULT; REMEDIES.**

**12.1. Buyer’s Remedies.** This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the Parties. Consequently, if

Seller breaches or defaults under this Agreement, Buyer shall have, as its exclusive remedy, the right either to: (i) require specific performance of this Agreement; or (ii) terminate this Agreement..

**12.2. Seller's Remedies.** If Buyer fails, without legal excuse, to complete the purchase of the Property for any reason except failure by Seller to perform its obligations hereunder, then Seller, as its sole and exclusive remedy, may terminate this Agreement.

**12.3 Impact of Termination.** The termination of this Agreement shall be without prejudice to the rights and obligations of the Parties under the MOA and Lease or the rights and obligations of the Parties under Sections 7 and 12.4. Otherwise, upon termination of this Agreement, neither Party shall have any further rights or obligations hereunder.

**12.4 Attorneys' Fees.** If either Party brings an action or other proceeding against the other Party to interpret or enforce any of the terms, covenants, or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other Party, and in the event any judgment is obtained by the prevailing Party all such costs and attorneys' fees shall be included in the judgment.

**13. NOTICES.** All notices required to be given pursuant to the terms hereof are required to be in writing and shall be either (i) delivered personally, or (ii) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (iii) sent by email so long as receipt is confirmed. Notices shall be addressed to the addressees listed below with copies to the Parties listed after such address:

**BUYER**

City of Snoqualmie  
Attn: Jeff Hamlin, parks and Public Works Director  
38194 SE Mill Pond Road  
Snoqualmie, Washington 98065  
Email: jhamlin@snoqualmiewa.gov

**SELLER**

CV ARCIS VII LLC (Arcis)  
Attn: Scott Siddons, General Counsel  
8343 Douglas Avenue, Ste 200  
Dallas, TX 75225  
Email: ssiddons@arcisgolf.com

The foregoing addresses may be changed by notice to the other Party as provided herein. Mailed notice properly given shall be deemed received four (4) days after deposit in the mail.

**14. PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance is determined, to any extent, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**15. WAIVERS.** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

**16. CONSTRUCTION.** Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a Business day, the action shall be taken on the next succeeding Business day.

**17. TIME.** Time is of the essence for every provision of this Agreement. As used in this Agreement, the term "Business Days" refers to Monday – Friday other than legal holidays in the State of Washington.

**18. FORCE MAJEURE.** Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party who is obligated to render performance (but excluding financial inability to perform, however caused). A Party desiring to assert force majeure is required to promptly notify the other Party of the event upon which the assertion will be based and thereafter provide the other Party with such information regarding the event and its duration as the other Party may reasonably request.

**19. SUCCESSORS.** Neither Party may assign this Agreement without the prior written consent of the other Party. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties hereto.

**20. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington without reference to its choice-of-law rules.

**21. RECITALS AND EXHIBITS.** The Recitals and Exhibits are incorporated into this Agreement by this reference.

**22. COUNTERPARTS.** This Agreement may be signed in counterparts, any of which shall be deemed an original. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

**SELLER:**

CV ARCIS VII LLC, A DELAWARE LIMITED  
LIABILITY COMPANY



DRAFT

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

Its:

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

**BUYER:**

CITY OF SNOQUALMIE

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

Its: Mayor

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

**EXHIBIT LIST**

- A** Legal Description
- B** Map of Temporary Construction and Access Easements
- C** Utility Relocation Improvements
- D** Title Report
- E** Exempt Subdivision Map

**EXHIBIT A**

LEGAL DESCRIPTION

THAT PORTION OF LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSTMENT NUMBER LLA 04-02 (ALSO KNOWN AS "SNOQUALMIE RIDGE BOUNDARY LINE ADJUSTMENT NO. 26), AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE UNDER KING COUNTY RECORDING NUMBER 20040607900001, SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF EAGLE LAKE DRIVE AND SE RIDGE STREET SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1200.00 FEET, THE CENTER OF WHICH BEARS SOUTH 37°33'28" EAST;

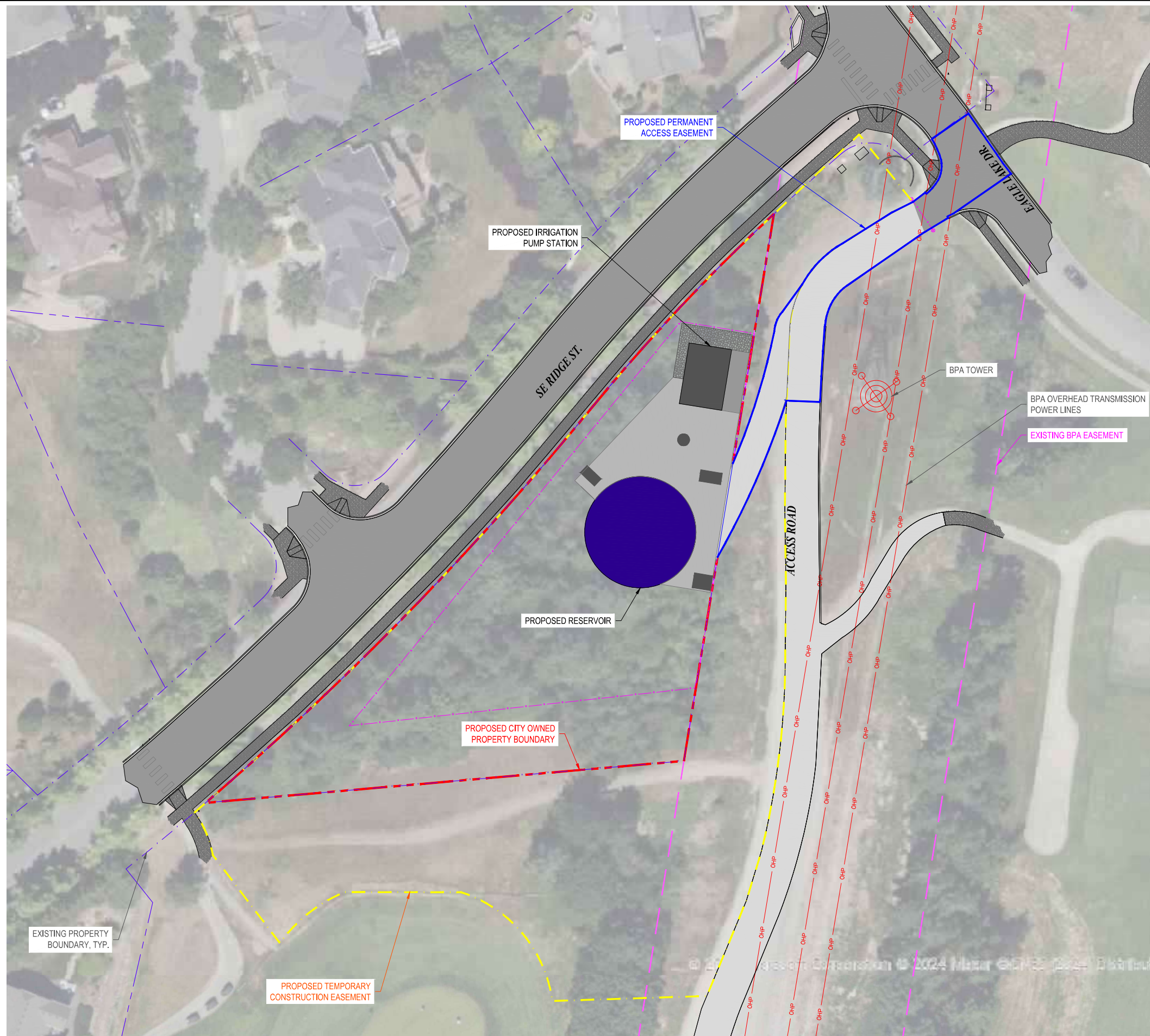
THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE CURVE THROUGH A CENTRAL ANGLE OF 05°27'30", AN ARC DISTANCE OF 114.32 FEET; THENCE SOUTH 43°00'58" EAST 32.50 FEET TO THE SOUTHEASTERLY MARGIN THENCE SOUTH 09°20'20" WEST 318.81 FEET;

THENCE SOUTH 84°59'22" WEST 276.05 FEET TO THE SOUTHEASTERLY NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1832.50 FEET, THE CENTER OF WHICH BEARS NORTH 40°42'06" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 09°53'55", AN ARC DISTANCE OF 316.59 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1167.50 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 07°35'03", AN ARC DISTANCE OF 157.54 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

MAP OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENTS



- ### EASEMENT NOTES
- 1) TRUCK ACCESS ALONG THE BPA ACCESS ROAD FROM SNOQUALMIE PARKWAY TO EAGLE LAKE DRIVE IS INCLUDED IN THE TEMPORARY CONSTRUCTION EASEMENT.
  - 2) ACCESS ALONG THE BPA ACCESS ROAD FROM EAGLE LAKE DRIVE TO THE PROPOSED RESERVOIR SITE ACCESS DRIVE IS INCLUDED IN THE PERMANENT ACCESS EASEMENT.
  - 3) ACCESS TO ALL CITY OWED BURIED UTILITIES IS INCLUDED IN THE PERMANENT ACCESS EASEMENT.



## PROPERTY AND EASEMENT MAP

REVISIONS				
NO.	DATE	DESCRIPTION	BY	REFER

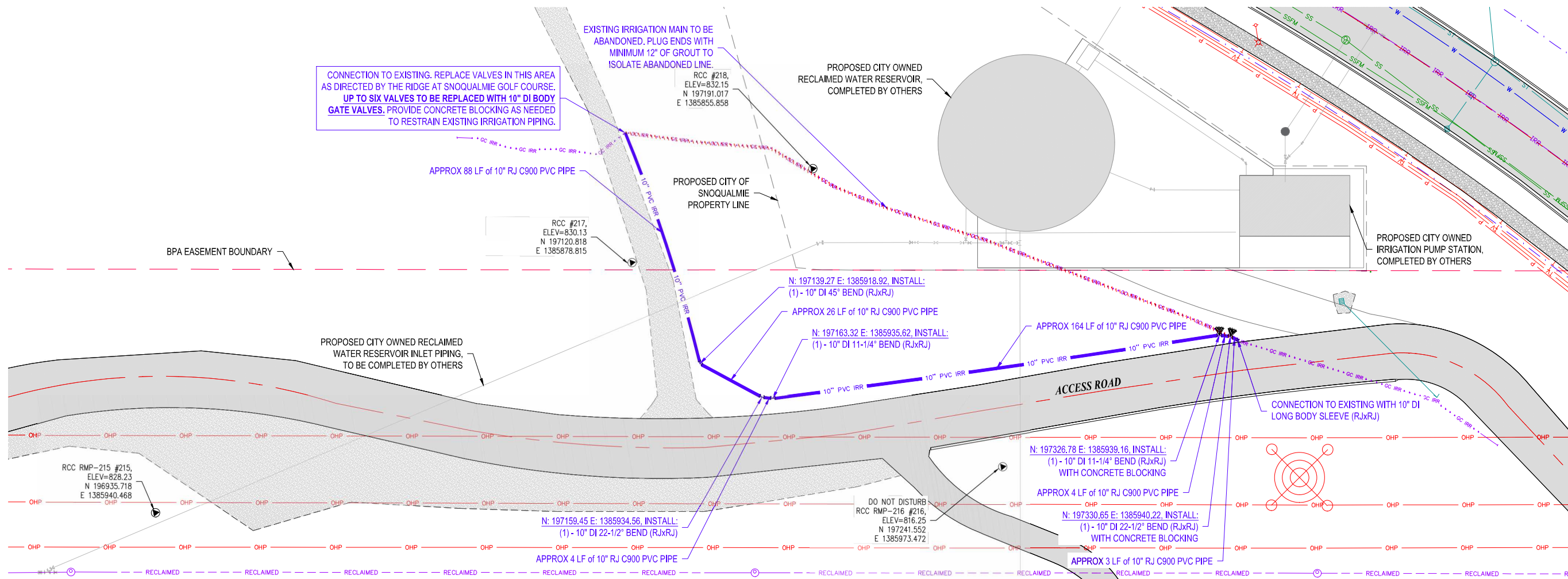
**LAND ACQUISITION MAP**  
1" = 30'



SCALE:  
  
 DRAWING IS FULL SCALE WHEN BAR MEASURES 2"  
 DWG NO.: \_\_\_\_\_ SHEET NO.: \_\_\_\_\_

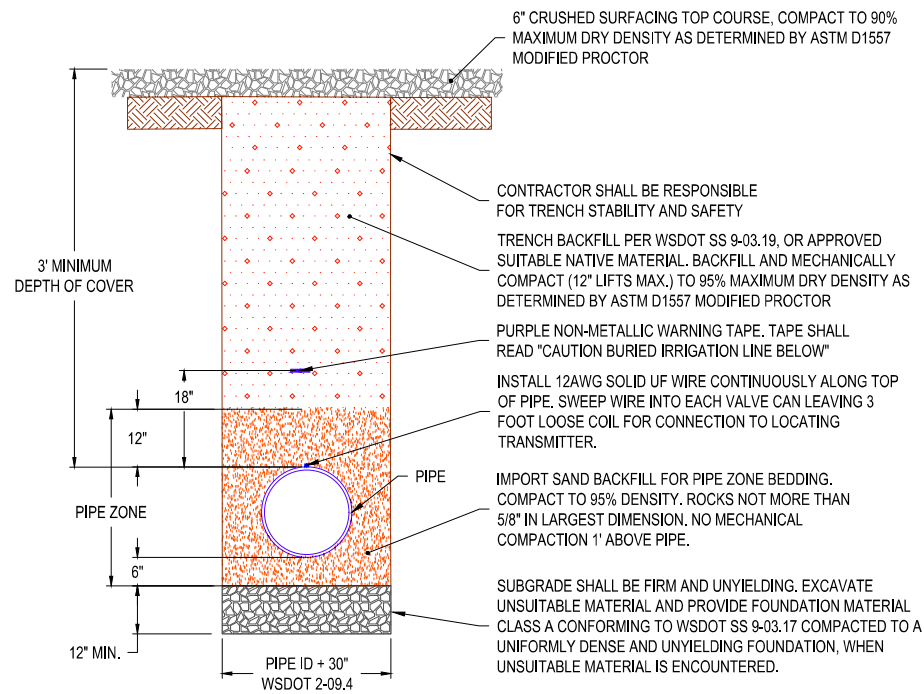
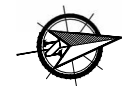
**EXHIBIT C**

UTILITY RELOCATION IMPROVEMENTS



### CONCEPTUAL IRRIGATION RELOCATION PLAN

1" = 20'



**PIPE TRENCH DETAIL**  
NOT TO SCALE

### GENERAL NOTES

- ALL PIPING SHALL BE RESTRAINED. OPTIONS FOR RESTRAINED PIPING INCLUDE MINIMUM DR 18 TRUE RESTRAINED JOINT C900 PVC PIPE EQUAL TO JM EAGLE EAGLELOC 900 OR MINIMUM DR 18 C900 PVC EQUAL TO JM EAGLE BLUE BRUTE WITH EXTERNAL BELL RESTRAINTS EQUAL TO EBAA IRON MODEL 1900.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY THRUST RESTRAINT, INCLUDING BUT NOT LIMITED TO CONCRETE BLOCKING, SHACKLE RODS, WEDGE RESTRAINT GLANDS (MEGALUGS OR EQUAL) AND TRUE RESTRAINED JOINT PIPE (TRJ) PIPE.
- ALL FITTINGS SHALL BE DUCTILE IRON AND USE AN EXTERNAL GRIPPER-TOOTH RESTRAINT SYSTEM EQUAL TO SERIES 2000PV MEGALUG RESTRAINT FOR PVC PIPE.
- GASKETS FOR FLANGED FITTINGS SHALL BE RING TYPE, FULL FACE TYPE GASKETS ARE NOT ALLOWED. GASKETS SHALL BE MINIMUM 1/8" THICK, WITH A DUROMETER OF 55 TO 65, AND RATED FOR 250PSI WORKING PRESSURE. GASKET MATERIAL MAY BE NEOPRENE, CLOTH INSERTED RUBBER, NITRILE RUBBER (BUNA-N, NBR), STYRENE-BUTADIENE RUBBER (BUNA-S, SBR), OR CHLORINATED BUTYL.
- CONNECTION TO EXISTING SHALL BE COMPLETED WITH DI LONG BODY SLEEVES RESTRAINED WITH 2000PV MEGALUG RESTRAINT FOR PVC PIPE OR EQUAL. IT IS ASSUMED THAT THE EXISTING PIPE IS 10" PRESSURE RATED PVC.
- CONCRETE THRUST BLOCKING SHALL BE PROVIDED PER PLAN AND PER WSDOT SS 7-09.3(21). CONCRETE THRUST BLOCK AREA IS BASED ON 10-INCH PIPE SIZE, BLOCK SIZES BELOW ARE NOT APPLICABLE FOR OTHER PIPE SIZES. SOIL IS ASSUMED TO BE PRIMARILY SAND OR SAND AND GRAVEL. IF SOIL IS SOFT CLAY OR MUCK, PEAT, ETC., BLOCK SIZES BELOW ARE NOT APPLICABLE. BLOCK SHALL HAVE A MINIMUM 1/2 SQ. FT. AREA IN CONTACT WITH AND BEARING AGAINST FITTING. INSTALL 8 MIL. PLASTIC SHEETING BETWEEN BLOCK AND FITTING. MINIMUM 18" COVER ON TOP OF ALL CONCRETE BLOCKING.
  - FOR DEAD END FITTINGS (VALVES AND TEES): 15 SQ. FT. MINIMUM BEARING AREA AGAINST UNDISTURBED SOIL. MINIMUM HEIGHT OF BLOCK 3.0'.
  - FOR 90° BENDS: 20.5 SQ. FT. MINIMUM BEARING AREA AGAINST UNDISTURBED SOIL. MINIMUM HEIGHT OF BLOCK 4.0'.
  - FOR 45° BENDS: 11.5 SQ. FT. MINIMUM BEARING AREA AGAINST UNDISTURBED SOIL. MINIMUM HEIGHT OF BLOCK 3.0'.
  - FOR 22.5° BENDS: 6 SQ. FT. MINIMUM BEARING AREA AGAINST UNDISTURBED SOIL. MINIMUM HEIGHT OF BLOCK 2.5'.
  - FOR 11.25° BENDS: 4.5 SQ. FT. MINIMUM BEARING AREA AGAINST UNDISTURBED SOIL. MINIMUM HEIGHT OF BLOCK 1.5'.

## CONCEPTUAL IRRIGATION RELOCATION PLAN

REVISIONS		NO.	DATE	DESCRIPTION	BY	REVIEW

SCALE:

DRAWING IS FULL SCALE WHEN BAR MEASURES 2"

DWG NO.: \_\_\_\_\_ SHEET NO.: \_\_\_\_\_



**EXHIBIT D**  
TITLE REPORT

## Commitment for Title Insurance

Title Officer: Team Zeke  
Email: TeamZeke@ctt.com  
Title No.: 233753-SC


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 report interface. On the left is a navigation sidebar with a yellow header and menu items: SUMMARY, EXCEPTIONS, SUPPLEMENTS, VESTING, LEGAL DESCRIPTION, and APPLICABLE MAP. Below these are expandable sections for REPORT DL, FORM, CHECK LIST, and WATER MAIN MAP. The main content area is titled 'SUMMARY' and includes fields for VESTING (Same Seller and Same Seller, Husband and wife as joint tenants), ADDRESS (1245 Main Street, Trabuco, California), FORM OF POLICY (A-CITIZEN, 2013 Homeowner's Policy of Title Insurance ALTA Loan 2005), and EXCEPTIONS (A. Property taxes which are a lien not yet due and payable, B. Supplemental or assigned assessments, C. Payment of Contract Assessment Required, D. Easement, E. Deed of Trust, F. Abstract of Judgment, G. Notice of Independent Solar Energy System Producer Contract, H. Financing Statement, I. If the land is within the area affected by a Geographic Targeting Order issued by the CFTN). The interface also shows a 'FILE NUMBER' (233753-SC), 'PLANT DATE' (April 2, 2016 at 7:07 am), and 'PROPERTY TYPE' (Single Family Residence). The date 'APR 2, 2016 AT 7:00 AM' is displayed in the top right corner.

**Effortless, Efficient, Compliant, and Accessible**

# SUBDIVISION

Issued By:



CHICAGO TITLE  
INSURANCE COMPANY

Guarantee/Certificate Number:

**233753-SC**

## CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

### GUARANTEES

SAM Companies

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

**Chicago Title Company of Washington**  
701 5th Avenue, Suite 2700  
Seattle, WA 98104

Countersigned By:

Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

## ISSUING OFFICE:

Title Officer: Team Zeke  
 Chicago Title Company of Washington  
 701 5th Avenue, Suite 2700  
 Seattle, WA 98104  
 Main Phone: (206)628-5610  
 Email: TeamZeke@ctt.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.88

Effective Date: November 21, 2023 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

CF ARCIS VII LLC, a Delaware limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

Lot Z, City of Snoqualmie Boundary Line Adjustment Number LLA 04-02 (also known as "Snoqualmie Ridge Boundary Line Adjustment No. 26"), as recorded in Volume 172 of Surveys, Pages 235 through 239, inclusive, under King County [recording number 20040607900001](#), Situate in Sections 25 and 26, Township 24 North, Range 7 East, W.M., in King County, Washington;

Except those portions of said Lot Z conveyed to the City of Snoqualmie by deeds recorded under recording numbers 20070719000221 and 20070720000283.

**SCHEDULE B**

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

Granted to: United States of America  
Purpose: Transmission line, right to cut danger trees, and access road  
Recording Date: January 17, 1968  
[Recording No.:](#) [6349748](#)  
Affects: Portion of said premises

2. Exceptions and reservations contained in deed:

From: Weyerhaeuser Company  
Recorded: June 14, 1982, December 9, 1982 , March 4, 1983 and May 18, 1983  
Recording Numbers: 8206140251, 8212090512, 8303040654 and 8305180790

As follows: The grantor hereby expressly saves, excepts, and reserves out of the Grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all ores and minerals of any nature whatsoever in or upon said Land, including, but not limited to, coal, lignite, oil and gas, Peat, Including Coal Seam Gas, together with the right to enter upon said Lands for the purpose of exploring the same for such geothermal resources, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, ores and minerals, and to occupy and make use of so much of the surface of said Land as may be reasonably necessary for said purposes; provided that the grantee and the grantee's representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said Land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided further, that the exercise of such rights by the grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

Affects: Portions of said premises.

**SCHEDULE B**

(continued)

3. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in the deed:

Grantor: Weyerhaeuser Timber Co., a Washington corporation

Recording Date: January 4, 1985

[Recording No.: 8501040308](#)

Modification recorded under [recording number 9704090274](#).

As follows:

(1) The grantor (Weyerhaeuser Company) hereby expressly saves, excepts and reserves out of the Grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all ores and minerals of any nature whatsoever, not previously reserved, in or upon said Lands including, but not limited to, coal, lignite, oil and gas, peat, Including coal seam gas, together with the right to enter upon said Lands for the purpose of exploring the same for such geothermal resources, ores and minerals, and to occupy and make use of so much of the surface of said lands as may be reasonably necessary for said purposes; provided, the grantee and grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said Lands, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by the grantor shall not be postponed or delayed so long as grantor is making reasonable efforts to agree upon or have determined such just and reasonable compensation. However, the grantor will release all rights under this reservation to use or occupy the surface, or to excavate or tunnel within 500 vertical feet of the surface of said Lands.

(2) The grantor (Weyerhaeuser Company) also hereby expressly saves, excepts and reserves, unto itself, its successors and assigns, forever, a royalty on any sand and gravel that may be recovered from said land and (A) sold or (B) used for any purposes requiring washing, sorting, crushing or other processing. If the grantee or its successors or assigns negotiates an arms length transaction under which an independent third party pays royalties at fair market rates for sand and/or gravel recovered from the property, the grantor's reserved royalty shall be 80% of what a fair market royalty would have been, based on royalties being obtained by landowners for similar resources being recovered in the puget sound region. If the parties are unable to agree on such royalties, they shall be determined by arbitration under the rules of the American Arbitration Association. The grantor shall be notified before any sand and gravel from said Lands is sold or processed. This reservation of royalties does not apply to any cuts, fills or other grading of the said Lands incidental to their development for any purpose other than sand and gravel mining, so long as no sand or gravel is sold or processed.

Affects: Portions of said premises.

**SCHEDULE B**

(continued)

## 4. Exceptions and reservations contained in deed, as modified:

From: Weyerhaeuser Company  
Recorded: January 2, 1987  
[Recording number: 8701020874](#)

Modification recorded under [recording number 9704090274](#).

As follows:

(1) The grantor (Weyerhaeuser Company) hereby expressly saves, excepts and reserves out of the Grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all ores and minerals of any nature whatsoever, not previously reserved, in or upon said Lands including, but not limited to, coal, lignite, oil and gas, Peat, Including Coal Seam Gas, together with the right to enter upon said Lands for the purpose of exploring the same for such geothermal resources, ores and minerals, and to occupy and make use of so much of the surface of said Lands as may be reasonably necessary for said purposes; provided, the grantee and grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said lands, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by the grantor shall not be postponed or delayed so long as grantor is making reasonable efforts to agree upon or have determined such just and reasonable compensation. However, the grantor will release all rights under this reservation to use or occupy the surface, or to excavate or tunnel within 500 vertical feet of the surface of said Lands.

(2) The grantor (Weyerhaeuser Company) also hereby expressly saves, excepts and reserves, unto itself, its successors and assigns, forever, a royalty on any sand and gravel that may be recovered from said land and (A) sold or (B) used for any purposes requiring washing, sorting, crushing or other processing. If the grantee or its successors or assigns negotiates an arms length transaction under which an independent third party pays royalties at fair market rates for sand and/or gravel recovered from the property, the grantor's reserved royalty shall be 80% of what a fair market royalty would have been, based on royalties being Obtained by Landowners for Similar Resources being Recovered in the puget sound region. If the parties are unable to agree on such royalties, they shall be determined by arbitration under the rules of the American Arbitration Association. The grantor shall be notified before any sand and gravel from said Lands is sold or processed. This reservation of royalties does not apply to any cuts, fills or other grading of the said Lands incidental to their development for any purpose other than sand and gravel mining, so long as no sand or gravel is sold or processed.

Affects: Portions of said premises.

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

Granted to: Puget Sound Energy  
Purpose: Aerial overhang  
Recording Date: February 21, 1989  
[Recording No.: 8902210223](#)  
Affects: Portion of said premises

Said easement amended by instrument recorded under [recording number 20030829003580](#).



**SCHEDULE B**

(continued)

## 6. Agreement and the terms and conditions thereof:

Between: City of Snoqualmie  
And: Snoqualmie Ridge Associates  
Recorded: November 16, 1990  
[Recording number:](#) [9011160085](#)  
Regarding: Pre-Annexation Agreement

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

Granted to: Puget Sound Power & Light Company  
Purpose: Building set back zone  
Recording Date: November 10, 1994  
[Recording No.:](#) [9411102137](#)  
Affects: Portion of said premises

## 8. Agreement and the terms and conditions thereof:

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

Said agreement has been modified by amendment recorded under [recording number 9604111255](#)

Said agreement has been modified by amendment recorded under [recording number 9612120597](#).

Said agreement has been modified by amendment recorded under [recording number 20020809001317](#).

## 9. Conditions, covenants and restrictions contained in notice re mixed use final plan for Snoqualmie Ridge:

Recorded: July 30, 1996  
[Recording number:](#) [9607300508](#)

## 10. Declaration of Covenants, conditions and restrictions establishing permanent open space:

Recorded: November 15, 1996  
[Recording number:](#) [9611151614](#)

## 11. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, 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 Short Subdivision No. 96-02:

[Recording No:](#) [9704079002](#)

12. Notice of timber reservation, and the terms and conditions thereof, recorded under [recording number 9704250997](#).

**SCHEDULE B**

(continued)

13. Covenants, conditions, restrictions, easements and liability for assessments contained in instrument:

Recorded: April 25, 1997  
[Recording number: 9704250998](#)

Pursuant to instrument recorded under recording number 9906070846, the covenants recorded under recording number 9711181679 were terminated and the covenants recorded under [recording number 9704250998](#) were reinstated.

Amendment and/or modification(s) of said restrictions recorded under recording number(s):  
19990713002070, 19991027000922, 19991115001487, 20000314001537, 20000314001538, 20000907001328,  
20010130000828, 20010725001425, 20020425000649, 20021219002580, 20030305001810, 20031006000004,  
20031203001576, 20031218001918, 20040317001141, 20040922000916, 20050812000958, 20050825000527,  
20060113000018, 20070329000920  
and 20081008000529.

An assignment of declarant rights under said covenant, condition and restrictions from Weyerhaeuser Real Estate Company to the Quadrant Corporation was recorded January 8, 2002 under [recording number 20020108002826](#).

A memorandum of said restrictive covenants was recorded under [recording number 20051110001407](#).

An assignment of declarant rights under said covenants, conditions and restrictions for Snoqualmie Ridge residential property from the Quadrant Corporation, a Washington Corporation, to Centex Homes, a Nevada general partnership, was recorded March 31, 2011 under [recording number 20110331001559](#).

14. Agreement and the terms and conditions thereof:

Between: Weyerhaeuser Real Estate Company  
And: City of Snoqualmie  
Recorded: November 18, 1997  
[Recording number: 9711181684](#)  
Regarding: Developer Extension Agreement

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

Granted to: The City of Snoqualmie  
Purpose: Drainage and utilities  
Recording Date: November 18, 1997  
[Recording No.: 9711181686](#)  
Affects: Portion of said premises

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

Granted to: The City of Snoqualmie  
Purpose: Storm drainage facilities and access thereto  
Recording Date: November 18, 1997  
[Recording No.: 9711181687](#)  
Affects: Portion of said premises

**SCHEDULE B**

(continued)

17. Agreement and the terms and conditions thereof:

Between: Weyerhaeuser Real Estate Company  
And: The City of Snoqualmie  
Recorded: November 26, 1997  
[Recording number:](#) [9711262576](#)  
Regarding: Developer Extension Agreement

18. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, 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 Short Plat:

[Recording No:](#) [9712099007](#)

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

Granted to: The City of Snoqualmie  
Purpose: Emergency access road  
Recording Date: February 24, 1998  
[Recording No.:](#) [9802241277](#)  
Affects: Portion of said premises

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

Granted to: The City of Snoqualmie  
Purpose: Utilities  
Recording Date: February 27, 1998  
[Recording No.:](#) [9802272283](#)  
Affects: Portion of said premises

Said easement also appears of record under instrument recorded under [recording number 9803101566](#).

21. Covenants, conditions, restrictions, easements and liability for assessments contained in instrument:

Recorded: July 21, 1998  
[Recording number:](#) [9807201530](#)

Amendment and/or modification(s) of said restrictions recorded under recording number(s):  
9811122002, 9811170662, 9812162824, 19991115001488, 20000419000085, 20000907001329,  
20010130000829, 20011116001490, 20021219002579, 20030305001811 and 20050812000959

An assignment of declarant rights under said covenant, condition and restrictions from Weyerhaeuser Real Estate Company to the Quadrant Corporation was recorded January 8, 2002 under [recording number 20020108002828](#).

**SCHEDULE B**

(continued)

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

Grantee: Puget Sound Energy  
Purpose: Electric transmission and/or distribution system  
Area affected: Portion of said premises  
Recorded: December 4, 1998  
[Recording number: 9812041255](#)

Contains covenant prohibiting structures over said easement or other activities which might endanger the underground system.

Said easement is a re-recording of easement recorded under recording numbers 9709261134 and 9707111066.

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

Granted to: Puget Sound Power & Light Company  
Purpose: Parkway trail lighting  
Recording Date: April 14, 1999  
[Recording No.: 9904143176](#)  
Affects: Portion of said premises

Said easement includes a temporary construction easement.

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

Granted to: The City of Snoqualmie  
Purpose: Cut and fill slopes and other structural facilities  
Recording Date: April 14, 1999  
[Recording No.: 9904143184](#)  
Affects: Portion of said premises

Said easement has been modified by first amendment recorded under [recording number 20001024001076](#).

Said easement has been modified by instrument recorded under [recording number 20020821000739](#).

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, and the terms and conditions thereof, including a covenant to bear part or all of the cost of construction or repair of an easement for landscaping over adjacent property, all as granted in a document:

Purpose: Ingress and egress to and for maintenance, repair, replacement and inspection of crib wall  
Recording Date: February 11, 2000  
[Recording No.: 20000211001363](#)  
Affects: Southerly portion of said premises

Said instrument is a re-recording of instrument recorded under [recording number 19991208001024](#).

**SCHEDULE B**  
(continued)

26. Agreement and the terms and conditions thereof:

Between: Weyerhaeuser Real Estate Company  
And: Summit Cablevision L P  
Recorded: March 20, 2000  
[Recording number:](#) [2000032000622](#)  
Regarding: Lease and Right to Use Existing and future easements for Conduit System

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

Granted to: Puget Sound Energy and other utilities serving Snoqualmie Ridge  
Purpose: Telephone, cable and other utilities  
Recording Date: January 30, 2001  
[Recording No.:](#) [20010130000830](#)  
Affects: Portion of said premises

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

Granted to: United States of America  
Purpose: Access road  
Recording Date: April 12, 2001  
[Recording No.:](#) [20010412001375](#)  
Affects: Portion of said premises

29. 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 Short Subdivision No. SP 01-03:

[Recording No:](#) [20020103900018](#)

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

Purpose: Permanent utility and temporary access  
Area affected: Portion of said premises  
Recorded: January 8, 2002  
[Recording number:](#) [20020108002835](#)

31. Covenant contained in Instrument:

Recorded: August 29, 2003  
[Recording number:](#) [20030829003580](#)  
Regarding: 25 foot no structure setback area

**SCHEDULE B**

(continued)

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

Granted to: City of Snoqualmie  
Purpose: Tree maintenance  
Recording Date: May 21, 2004  
[Recording No.:](#) [20040521000066](#)  
Affects: Portion of said premises

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

Granted to: City of Snoqualmie  
Purpose: Storm drainage facilities  
Recording Date: October 27, 2004  
[Recording No.:](#) [20041027000037](#)  
Area affected: Portion of said premises

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

Granted to: The Quadrant Corporation  
Purpose: Storm drainage facilities  
Recording Date: October 27, 2004  
[Recording No.:](#) [20041027000038](#)  
Affects: Portion of said premises

35. Easement and the terms and conditions thereof:

Purpose: Landscaping  
Area affected: Portion of said premises  
Recorded: August 25, 2005  
[Recording No.:](#) [20050825001608](#)

36. Matters contained in that certain document

Entitled: Declaration of Tree Maintenance Covenant  
Dated: February 9, 2004  
Executed by: Snoqualmie Ridge Golf Club, LLC  
Recording Date: March 27, 2006  
[Recording No.:](#) [20060327002224](#)

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

Granted to: CCG SPV I, LLC, a Delaware Limited Liability Company  
Purpose: Telecommunications facilities  
Recording Date: June 29, 2012  
[Recording No.:](#) [20120629002034](#)  
Affects: Portion of said premises as described in document

**SCHEDULE B**

(continued)

38. Communications Site Agreement(s), including the terms and provisions thereof, disclosed by Assignment and Assumption of Lease and/or Rents:
- Agreement 1:
- Grantor: Brightstar Golf Snoqualmie, LLC, as successor in interest to The Quadrant Corporation, as successor in interest to Weyerhaeuser Real Estate Company
- Grantee: Seattle SMSA Limited Partnership, dba Verizon Wireless
- Agreement 2:
- Grantor: CCG SPV I, LLC, as successor in interest to Brightstar Golf Snoqualmie, LLC, as successor in interest to Snoqualmie Ridge Golf Club, LLC
- Grantee: New Cingular Wireless PCS, LLC, as successor in interest to Pacific Bell Wireless, Northwest, LLC, d/b/a Cingular Wireless
- Agreement 2 was also disclosed by Memorandum of Second Amendment to Communications Site Agreement recorded under [Recording No. 20120906000062](#).
- Grantor's interest in said Agreement(s) is held by CCG SPV I, LLC, a Delaware limited liability company, pursuant to said Assignment and Assumption of Lease and/or Rents recorded under [recording number 20120629002035](#).
39. Communications Site Agreement, including the terms and conditions thereof:
- User: Voicestream Pcs III Corporation, a Delaware Corporation
- Dated: June 11, 2001
- As disclosed by recital on Statutory Warranty Deed recorded under [recording number 20130801001564](#).
40. Declaration of Covenant regarding Tree Retention within Snoqualmie Ridge Golf Course, including the terms and provisions thereof:
- Recorded: December 8, 2015
- [Recording number:](#) [20151208000653](#)
- Said declaration is a rerecording of declaration recorded under [recording number 20020621001421](#).
41. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
- Job No.: 1785-001-019
- Dated: October 29, 2019, and last revised December 20, 2019
- Prepared by: ESM Consulting Engineers
- Matters shown: Encroachment of Landscaping and related materials along the boundary between said premises and abutting properties and possible claims of adverse possession by either the golf course ownership and/or abutting property owners related thereto.

**SCHEDULE B**

(continued)

42. 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:	2023
Tax Account No.:	252407-9001-06
Levy Code:	2277
Assessed Value-Land:	\$4,034,700.00
Assessed Value-Improvements:	\$7,748,800.00

## General and Special Taxes:

Billed:	\$102,886.82
Paid:	\$102,886.82
Unpaid:	\$0.00

43. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.  
Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at [CapChargeEscrow@kingcounty.gov](mailto:CapChargeEscrow@kingcounty.gov).

\* A map showing sewer service area boundaries and incorporated areas can be found at:  
<http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

44. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

**END OF SCHEDULE B**



**EXHIBIT E**  
EXEMPT SUBDIVISION MAP



CITY OF SNOQUALMIE  
KING COUNTY, WASHINGTON

EXEMPT SEGREGATION  
NO. \_\_\_\_\_

VOL./PAGE

**LEGAL DESCRIPTION—PRIOR TO SEGREGATION**

LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSTMENT NUMBER LLA 04-02 (ALSO KNOWN AS "SNOQUALMIE RIDGE BOUNDARY LINE ADJUSTMENT NO. 26), AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE, UNDER KING COUNTY RECORDING NUMBER 20040607900001, SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

**LEGAL DESCRIPTION—AFTER SEGREGATION**

**PARCEL A**

THAT PORTION OF LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSTMENT NUMBER LLA 04-02 (ALSO KNOWN AS "SNOQUALMIE RIDGE BOUNDARY LINE ADJUSTMENT NO. 26), AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE, UNDER KING COUNTY RECORDING NUMBER 20040607900001, SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF EAGLE LAKE DRIVE AND SE RIDGE STREET, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1200.00 FEET, THE CENTER OF WHICH BEARS SOUTH 37°33'28" EAST;  
THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE CURVE, THROUGH A CENTRAL ANGLE OF 5°27'30", AN ARC DISTANCE OF 114.32 FEET;  
THENCE SOUTH 43°00'58" EAST 32.50 FEET TO THE SOUTHEASTERLY MARGIN OF SE RIDGE ST AND THE POINT OF BEGINNING;  
THENCE SOUTH 09°20'20" WEST 318.81 FEET;  
THENCE SOUTH 84°59'22" WEST 276.05 FEET TO THE SOUTHEASTERLY MARGIN OF SAID SE RIDGE ST, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1832.50 FEET, THE CENTER OF WHICH BEARS NORTH 40°42'06" WEST;  
THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 9°53'55", AN ARC DISTANCE OF 316.59 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1167.50 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 7°35'03", AN ARC DISTANCE OF 154.54 FEET TO THE POINT OF BEGINNING.

**PARCEL Z**

LOT Z, CITY OF SNOQUALMIE BOUNDARY LINE ADJUSTMENT NUMBER LLA 04-02 (ALSO KNOWN AS "SNOQUALMIE RIDGE BOUNDARY LINE ADJUSTMENT NO. 26), AS RECORDED IN VOLUME 172 OF SURVEYS, PAGES 235 THROUGH 239, INCLUSIVE, UNDER KING COUNTY RECORDING NUMBER 20040607900001, SITUATE IN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS OF SAID LOT Z CONVEYED TO THE CITY OF SNOQUALMIE BY DEEDS RECORDED UNDER RECORDING NUMBERS 20070719000221 AND 20070720000283.

AND

EXCEPT THAT PORTION OF LOT Z DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF EAGLE LAKE DRIVE AND SE RIDGE STREET, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1200.00 FEET, THE CENTER OF WHICH BEARS SOUTH 37°33'28" EAST;  
THENCE SOUTHWESTERLY, ALONG SAID CENTERLINE CURVE, THROUGH A CENTRAL ANGLE OF 5°27'30", AN ARC DISTANCE OF 114.32 FEET;  
THENCE SOUTH 43°00'58" EAST 32.50 FEET TO THE SOUTHEASTERLY MARGIN OF SE RIDGE ST AND THE POINT OF BEGINNING;  
THENCE SOUTH 09°20'20" WEST 318.81 FEET;  
THENCE SOUTH 84°59'22" WEST 276.05 FEET TO THE SOUTHEASTERLY MARGIN OF SAID SE RIDGE ST, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1832.50 FEET, THE CENTER OF WHICH BEARS NORTH 40°42'06" WEST;  
THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 9°53'55", AN ARC DISTANCE OF 316.59 FEET TO A REVERSE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1167.50 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF 7°35'03", AN ARC DISTANCE OF 154.54 FEET TO THE POINT OF BEGINNING.

**DECLARATION**

KNOWN ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS DO HEREBY MAKE AN EXEMPT SEGREGATION THEREOF PURSUANT TO SMC 16.04.030.D, AND DECLARE THIS SEGREGATION TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID SEGREGATION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNERS

CV ARCIS VII LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY:  
ITS:

CITY OF SNOQUALMIE, A WASHINGTON MUNICIPAL CORPORATION

BY:  
ITS:

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AS THE \_\_\_\_\_ OF \_\_\_\_\_ AND ACKNOWLEDGED IT TO BE THE FREE AND VOLUNTARY ACT OF SUCH \_\_\_\_\_ FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED \_\_\_\_\_, 20\_\_\_\_.

PRINT NAME:  
NOTARY PUBLIC IN AND FOR THE STATE  
OF \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**APPROVALS**

CITY OF SNOQUALMIE

EXAMINED, FOUND TO BE IN COFORMITY WITH CURRENT LAND USE CONTROLS AND ALL CONDITIONS OF APPROVAL HAVE BEEN FULFILLED OR PROVIDED FOR.

DIRECTOR OF COMMUNITY DEVELOPMENT \_\_\_\_\_ DATE \_\_\_\_\_

EXAMINED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2024

ATTEST: \_\_\_\_\_ CITY CLERK  
MAYOR \_\_\_\_\_

EXAMINED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2024

CITY ENGINEER \_\_\_\_\_

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS, OR FOR OTHER PUBLIC USE ARE PAID IN FULL.

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

**RECORDER'S CERTIFICATE: no. \_\_\_\_\_**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M

IN BOOK \_\_\_\_\_ OF SURVEYS, PAGE \_\_\_\_\_ AT THE REQUEST OF SAM COMPANIES.

DIVISION OF RECORDS AND ELECTIONS

MANAGER \_\_\_\_\_ SUPT. OF RECORDS \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CITY OF SNOQUALMIE IN JULY 2024.

ZANE LEE NALL  
CERTIFICATE NO. 40094

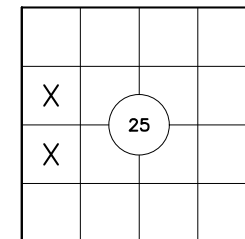


PROJECT: CITY OF SNOQUALMIE BLA

JOB NUMBER: 1024090450 (23-126)  
DATE: 10/01/2024  
SCALE: N/A  
SURVEYOR: ZLN  
TECHNICIAN: JM  
DRAWING:  
TRACT ID:  
PARTYCHIEF:  
SHEET: 1 OF 2

EXEMPT SEGREGATION  
FOR  
CITY OF SNOQUALMIE

DNR INDEX



T24N R7E, W.M.

PORTION OF SW 1/4, NW 1/4 & NW 1/4, SW 1/4  
SEC. 25, TWP. 24N., RGE. 7E., W.M.  
CITY OF SNOQUALMIE, KING COUNTY, WASHINGTON

**KING COUNTY DEPARTMENT OF ASSESSMENTS**

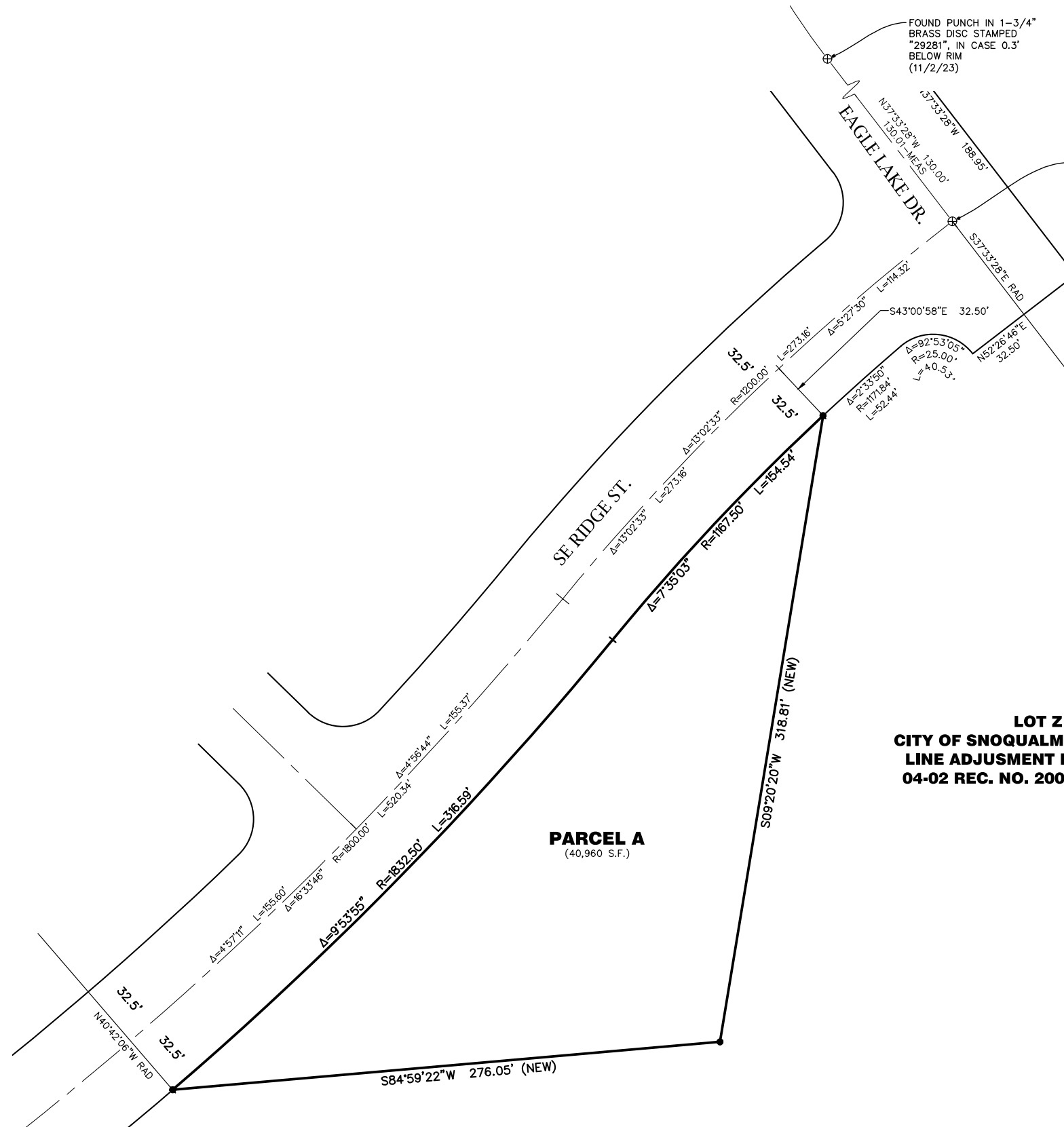
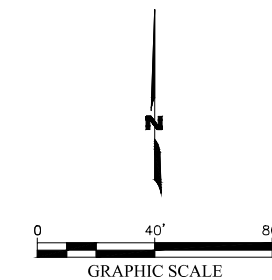
EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

KING COUNTY ASSESSOR \_\_\_\_\_ DEPUTY KING COUNTY ASSESSOR \_\_\_\_\_

ACCOUNT NUMBER: 2524079001



15241 NE 90th Street, Suite 100  
Redmond, WA 98052  
Office: 425-823-5700  
email: info@sam.biz



FOUND PUNCH IN 1-3/4" BRASS DISK STAMPED "29281", IN CASE 0.3' BELOW RIM (11/2/23)

FOUND PUNCH IN 1-3/4" BRASS DISK STAMPED "29281" IN 4"X4" CONCRETE MONUMENT IN CASE, 0.4' BELOW RIM (11/2/23)

**BASIS OF BEARINGS**

BASIS OF BEARING NORTH 68°35'01" EAST BETWEEN WASHINGTON DEPARTMENTS OF TRANSPORTATION MONUMENTS TIG-063 & "CEDAR FLATS"

**EQUIPMENT NOTES**

PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA GS14 GPS/GNSS EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC 1201 TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WACS 332-130-080/090.

**LEGEND**

- SET REBAR AND CAP "40094"
- ⊕ FOUND MONUMENT IN CASE

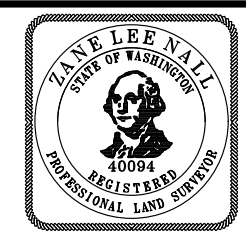
**LOT AREAS**

LOT Z AREA BEFORE SEGREGATION: 225.14 ACRES  
 LOT Z AREA AFTER SEGREGATION: 224.20 ACRES  
 PARCEL A AREA AFTER SEGREGATION: 40,960 S.F.

**LOT Z**  
**CITY OF SNOQUALMIE BOUNDARY**  
**LINE ADJUSTMENT NUMBER LLA**  
**04-02 REC. NO. 20040607900001**

**PARCEL A**  
 (40,960 S.F.)

PORTION OF SW 1/4, NW 1/4 & NW 1/4, SW 1/4  
 SEC. 25, TWP. 24N., RGE. 7E., W.M.  
 CITY OF SNOQUALMIE, KING COUNTY, WASHINGTON



PROJECT:	CITY OF SNOQUALMIE BLA
JOB NUMBER:	1024090450 (23-126)
DATE:	10/01/2024
SCALE:	1"=40'
SURVEYOR:	ZLN
TECHNICIAN:	JM
DRAWING:	
TRACT ID:	
PARTY CHIEF:	
SHEET:	2 OF 2

**EXEMPT SEGREGATION**  
**FOR**  
**CITY OF SNOQUALMIE**



15241 NE 90th Street, Suite 100  
 Redmond, WA 98052  
 Office: 425-823-5700  
 email: info@sam.biz