

When Recorded, Return to:



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

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

**SNOQUALMIE RIDGE WATER SYSTEM
DEVELOPER EXTENSION AGREEMENT**

9711262576

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

ORIGINAL

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

WITNESSETH:

I
RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.15.1 An additional 1.5 million gallon reservoir at the 1040 Reservoir site;

1.15.2 A 1.5 million gallon permanent reservoir at the 705 Reservoir site;

1.15.3 Additional pumps and a generator at the 1040 Booster site; and

1.15.4 A third treatment train at the WTF.

1.15.5 Completion of the bathroom at the 1040 Pump Station and connection to the sanitary sewer collection system when the sewers have been extended to within 150 feet of the Pump Station, but in no case later than January 1, 2007.

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

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

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

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

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

II AGREEMENT

2.1 DEVELOPER EXTENSION PROVISIONS

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

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

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

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

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

2.1.5 Reserved Capacity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 ASSIGNMENT OF WATER RIGHT

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

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2.3 LATECOMER PROVISIONS

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

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

2.4 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED this 9th day of December, 1997.

WEYERHAEUSER REAL ESTATE COMPANY

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

CITY OF SNOQUALMIE

By Jeanne Hansen
Jeanne Hansen
Its Mayor

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Attest:

Jill C. Long
Jill C. Long, City Clerk

STATE OF WASHINGTON }
COUNTY OF KING }

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

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

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

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

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STATE OF WASHINGTON }
COUNTY OF KING }

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

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

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

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

WATER SYSTEM DEVELOPER EXTENSION AGREEMENT

EXHIBIT LIST:

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

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ESM inc.

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



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

EXHIBIT "A-1"

**LEGAL DESCRIPTION FOR
REMAINDER AT SNOQUALMIE RIDGE**

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

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

TOGETHER WITH said Section 25;

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

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

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

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

ALSO TOGETHER WITH said Section 35;

EXCEPT any portion thereof conveyed for public roads;

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

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Snoqualmie Ridge
April 23, 1997
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EXCEPT any portion thereof lying within the following described parcel:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Thence Northerly and Easterly along the arc of a curve to the right, said curve having a radius of 50.00 feet, through a central angle of $119^{\circ}44'04''$ a distance of 104.49 feet;

Thence N $19^{\circ}22'51''$ E a distance of 38.51 feet to point on the arc of a curve, the center of which bears N $19^{\circ}22'51''$ E;

Thence Westerly along the arc of a curve to the right, said curve having a radius of 1,200.00 feet, through a central angle of $04^{\circ}19'46''$ a distance of 90.67 feet;

Thence N $23^{\circ}42'36''$ E a distance of 60.00 feet to a point on the arc of a curve, the center of which bears N $23^{\circ}42'36''$ E;

Thence Easterly along the arc of a curve to the left, said curve having a radius of 1,140.00 feet, through a central angle of $31^{\circ}00'25''$ a distance of 616.94 feet;

Thence N $82^{\circ}42'12''$ E a distance of 31.70 feet to a point of curve;

Thence Easterly and Northerly along the arc of a curve to the left, said curve having a radius of 25.00 feet, through a central angle of $79^{\circ}38'24''$ a distance of 34.75 feet to a point of reverse curve;

Thence Northerly along the arc of a curve to the right, said curve having a radius of 2,932.50 feet, through a central angle of $02^{\circ}24'33''$ a distance of 123.30 feet;

Thence N $05^{\circ}28'20''$ E a distance of 76.03 feet to a point of curve;

Thence Northerly along the arc of a curve to the right, said curve having a radius of 392.67 feet, through a central angle of $20^{\circ}50'13''$ a distance of 142.80 feet;

Thence N $65^{\circ}57'35''$ W a distance of 110.54 feet;

Thence N $52^{\circ}30'22''$ W a distance of 525.73 feet;

Thence N $01^{\circ}41'00''$ E a distance of 918.01 feet;

Thence N $17^{\circ}38'16''$ W a distance of 609.14 feet;

Thence N $39^{\circ}46'00''$ E a distance of 102.63 feet;

Thence S $87^{\circ}30'44''$ E a distance of 400.00 feet;

Thence S $63^{\circ}31'41''$ E a distance of 202.84 feet;

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

Thence continuing S $03^{\circ}13'01''$ E a distance of 222.58 feet;

Thence S $32^{\circ}40'47''$ E a distance of 435.94 feet;

Thence S $06^{\circ}35'31''$ E a distance of 114.00 feet;

Thence S $29^{\circ}41'17''$ E a distance of 765.00 feet;

Thence S $45^{\circ}02'52''$ E a distance of 666.91 feet;

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

Snoqualmie Ridge
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Thence Westerly along the arc of a curve to the left, said curve having a radius of 4,625.00 feet, through a central angle of $01^{\circ}39'49''$ a distance of 134.29 feet to the True Point of Beginning.

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

See attached Exhibit "X".

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



11-04-97

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EXHIBIT A-2

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

EXHIBIT a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All situate in King County, Washington.

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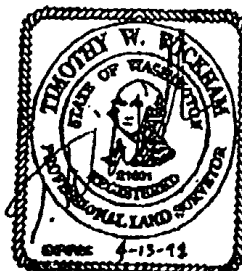
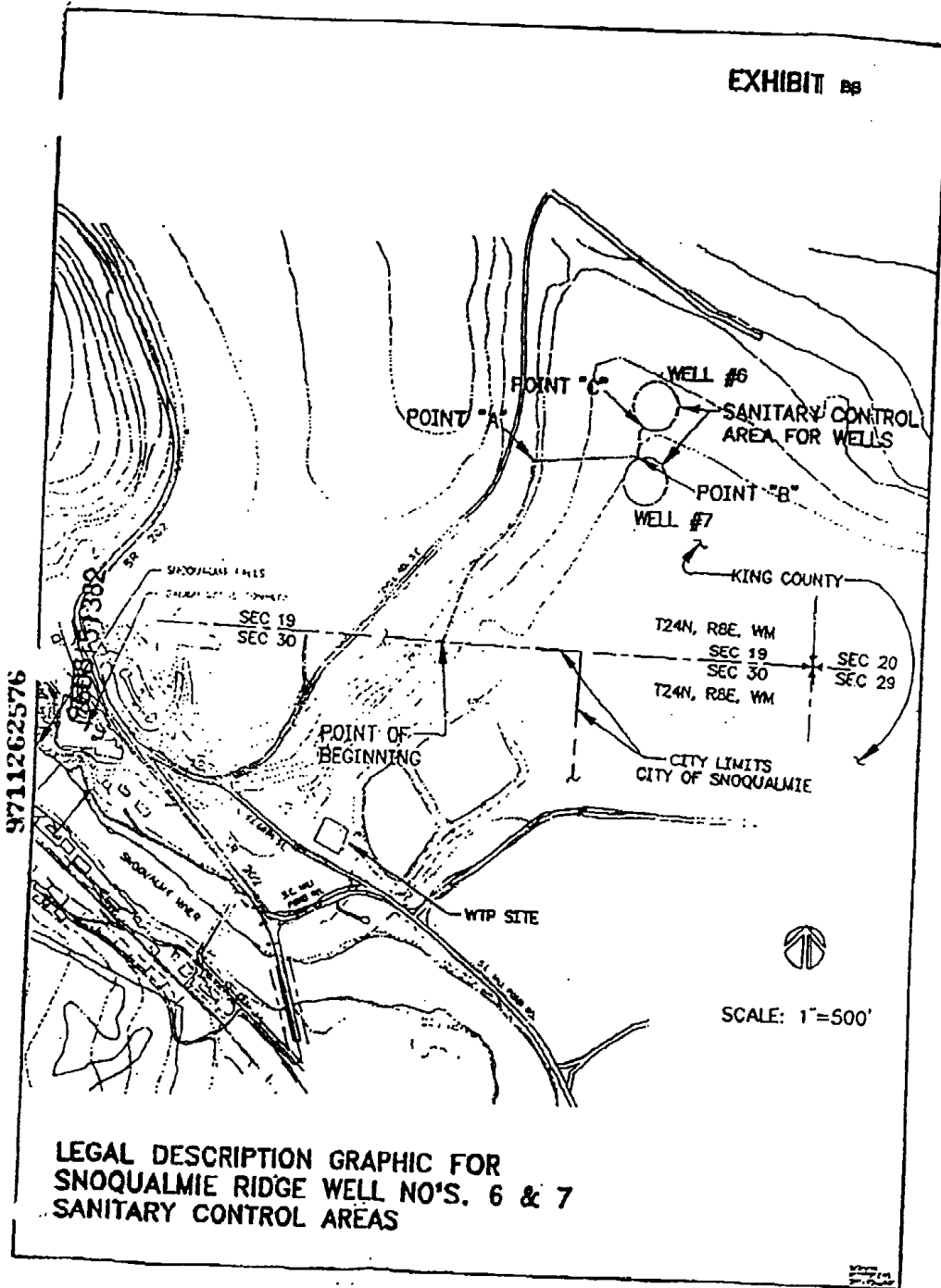
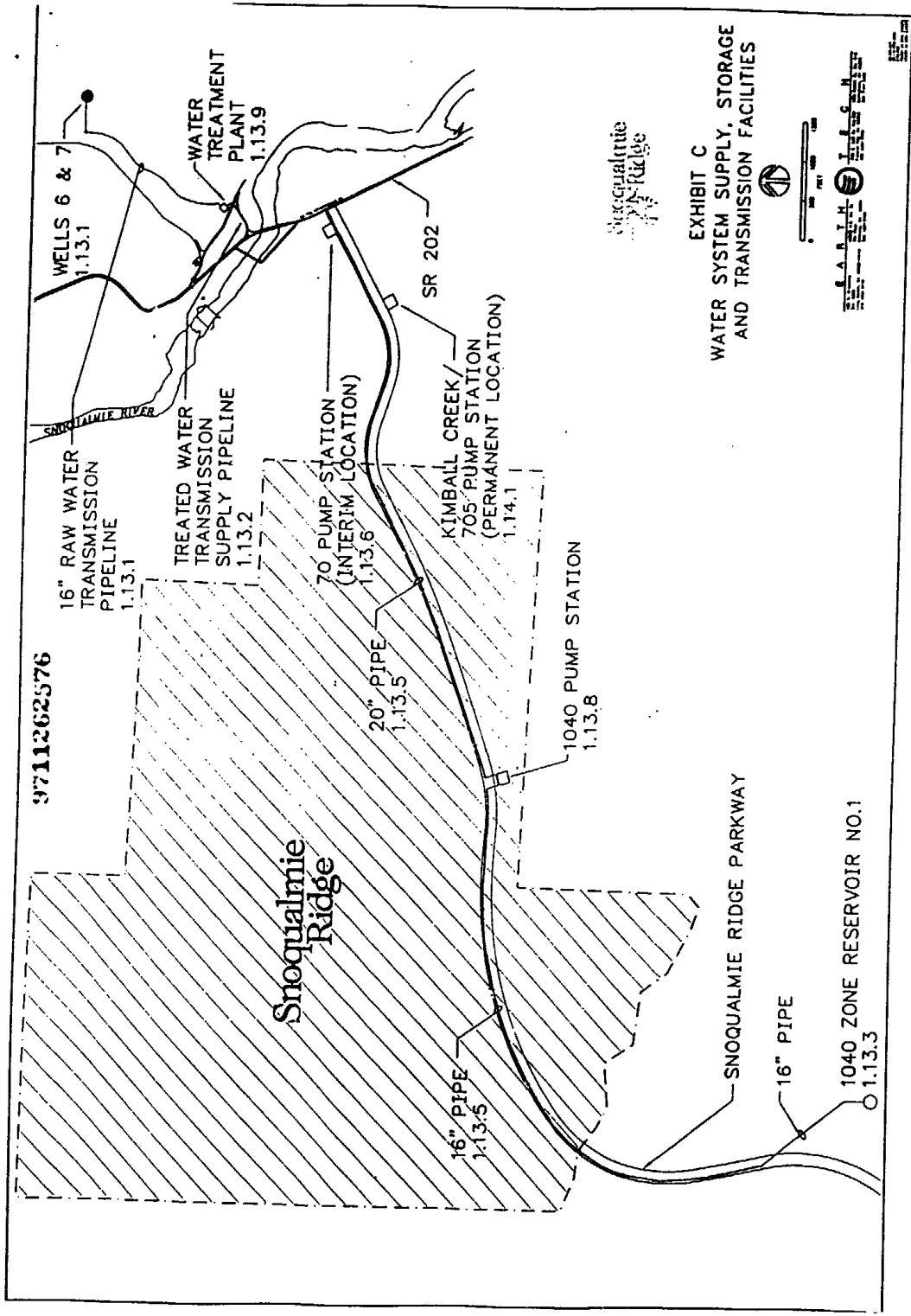


EXHIBIT B9



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



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Snoqualmie
Ridge

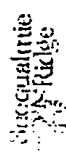


EXHIBIT C
WATER SYSTEM SUPPLY, STORAGE
AND TRANSMISSION FACILITIES



11/20/00

EXHIBIT A-3

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

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

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

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

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

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

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

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

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

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

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

Beginning at the aforesaid Point "A";

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

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

Beginning at the aforesaid Point "B";

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

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

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

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

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

All situate in King County, Washington.

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ESM inc.

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



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

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

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

COMMENCING at the south quarter corner of said Section 35;

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

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

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

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

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

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

THENCE S 73°29'04" E, 55.60 feet;

THENCE S 30°02'22" E, 185.24 feet;

THENCE S 79°05'37" E, 221.58 feet;

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

THENCE S 32°19'32" E, 124.20 feet;

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

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

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

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

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

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

THENCE N 56°52'45" W, 42.75 feet;

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

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

THENCE N 68°13'56" W, 15.54 feet;

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

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

THENCE N 29°23'23" W, 47.43 feet;

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

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

THENCE S 44°24'56" W, 42.29 feet;

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

THENCE N 32°19'31" W, 178.31 feet;

THENCE N 79°05'37" W, 220.62 feet;

THENCE N 30°02'22" W, 182.92 feet;

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

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

Containing 3.90 acres, more or less.

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

Beginning at said Point "A";

THENCE N 17°14'21" W, 268.97 feet;

THENCE N 03°37'30" W, 62.25 feet;

THENCE N 21°10'17" W, 57.13 feet;

THENCE N 34°05'27" W, 289.20 feet;

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

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

THENCE N 30°40'56" W, 426.71 feet;

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

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

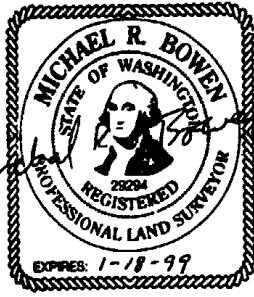
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Weyerhaeuser Real Estate Company
Snoqualmie Ridge Parkway
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October 15, 1996
Page 4

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

See attached Exhibit "A-4.1".

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



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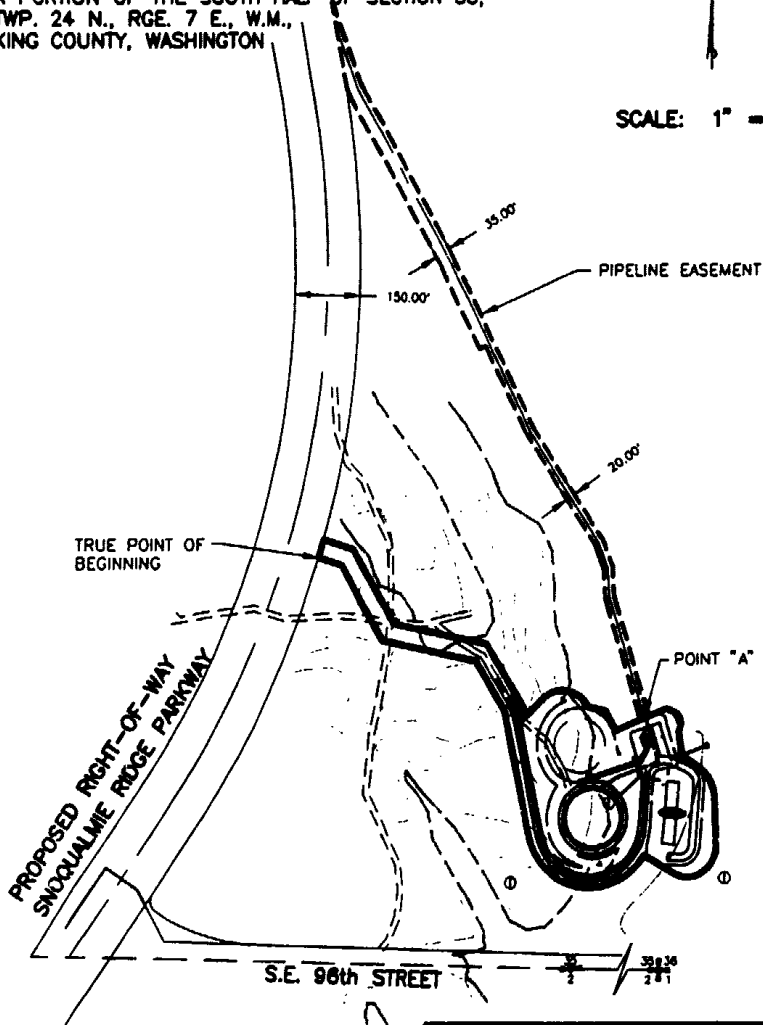
EXHIBIT "A-4.1"

TO ACCOMPANY LEGAL DESCRIPTION FOR
1040 RESERVOIR SITE NUMBER 1

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



SCALE: 1" = 300'



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



ESM Inc.
A FULL SERVICE LAND SURVEY AND PROJECT MANAGEMENT CONSULTING FIRM
720 SO. 346TH STREET
FEDERAL WAY, WASHINGTON 98003
PHONE: (206) 838-6113

ESM inc.

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



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

EXHIBIT "A-5"

LEGAL DESCRIPTION FOR 1040 PUMP STATION SITE

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

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

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

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

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

THENCE N 22°41'12" E, 153.82 feet;

THENCE N 11°41'45" W, 14.40 feet;

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

THENCE S 22°41'12" W, 135.44 feet;

THENCE S 00°00'00" W, 31.59 feet;

THENCE S 44°48'31" E, 79.77 feet;

THENCE S 90°00'00" E, 261.92 feet;

THENCE S 00°00'00" E, 69.58 feet;

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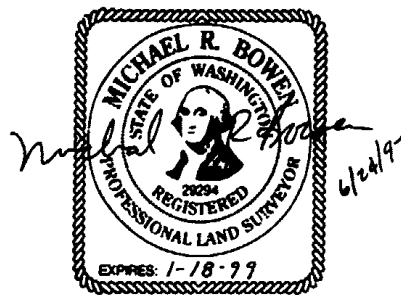
Snoqualmie Ridge
Job No. 129-05-941-018
June 20, 1997

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

Containing 36,580 feet, more or less.

See attached Exhibit "A-5.1".

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



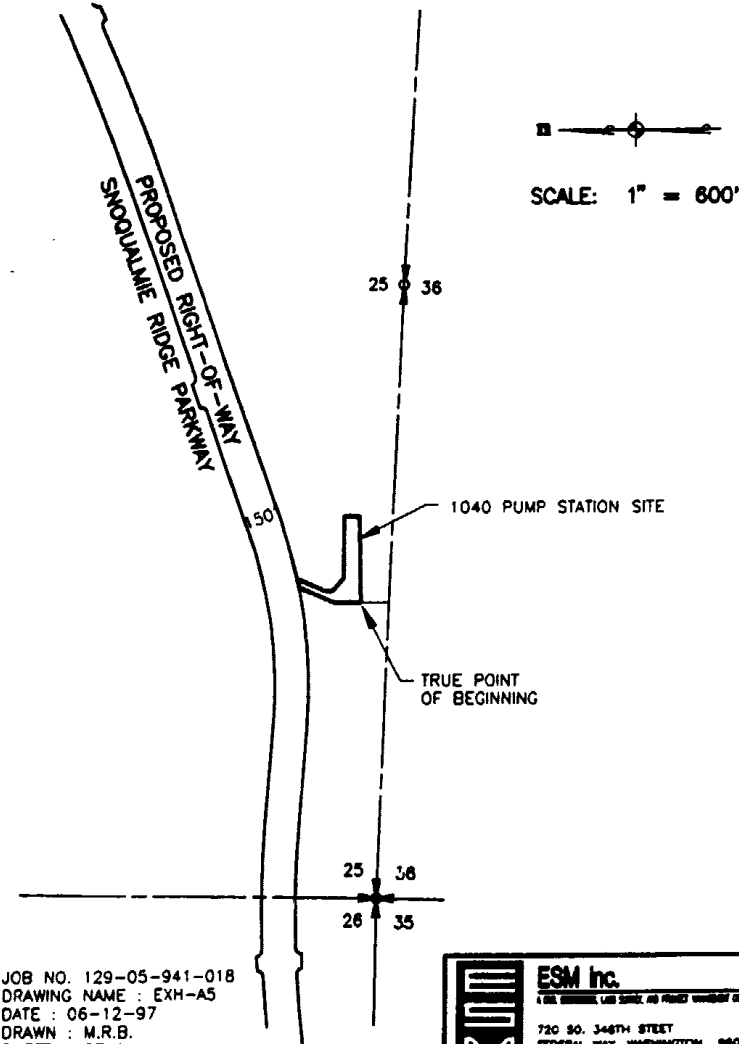
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EXHIBIT 'A-5.T'

TO ACCOMPANY LEGAL DESCRIPTION FOR
THE 1040 PUMP STATION SITE

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



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

ESM Inc.
1000 10TH AVE SW, SUITE 200, FEDERAL WAY, WASHINGTON 98003
720 90. 346TH STREET
FEDERAL WAY, WASHINGTON 98003
PHONE: (206) 836-8113

Exhibit B
CITY OF SNOQUALMIE WASTEWATER TREATMENT PLANT SITE

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

COMMENCING at the Northeast corner of said Section 30:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

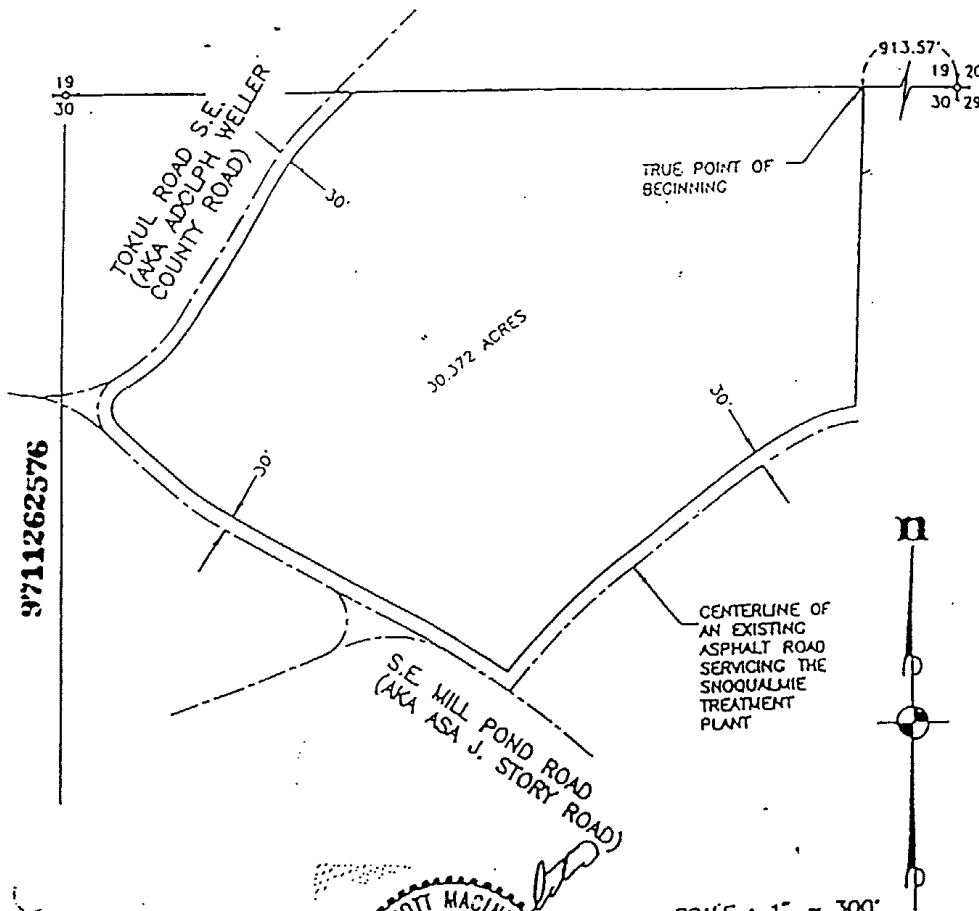
Written by: C.A.G.
Checked by: R.J.W.

L6:L59

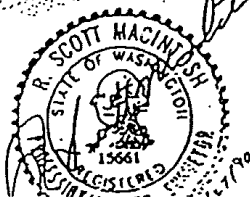


EXHIBIT "B"

A PORTION OF THE NE 1/4 OF SECTION 30, T. 24 N., R. 8 E., W.M.
KING COUNTY, WASHINGTON



9711262576



JOB NO. 129-05-907
DATE: SEPTEMBER 1990
DRAWN: C. GRETZNER
SHEET 1 OF 1

ESM inc.
211 POWELL AVENUE S.W. SUITE 100
MONTANA, WASHINGTON 98033

EXHIBIT C

9711262576

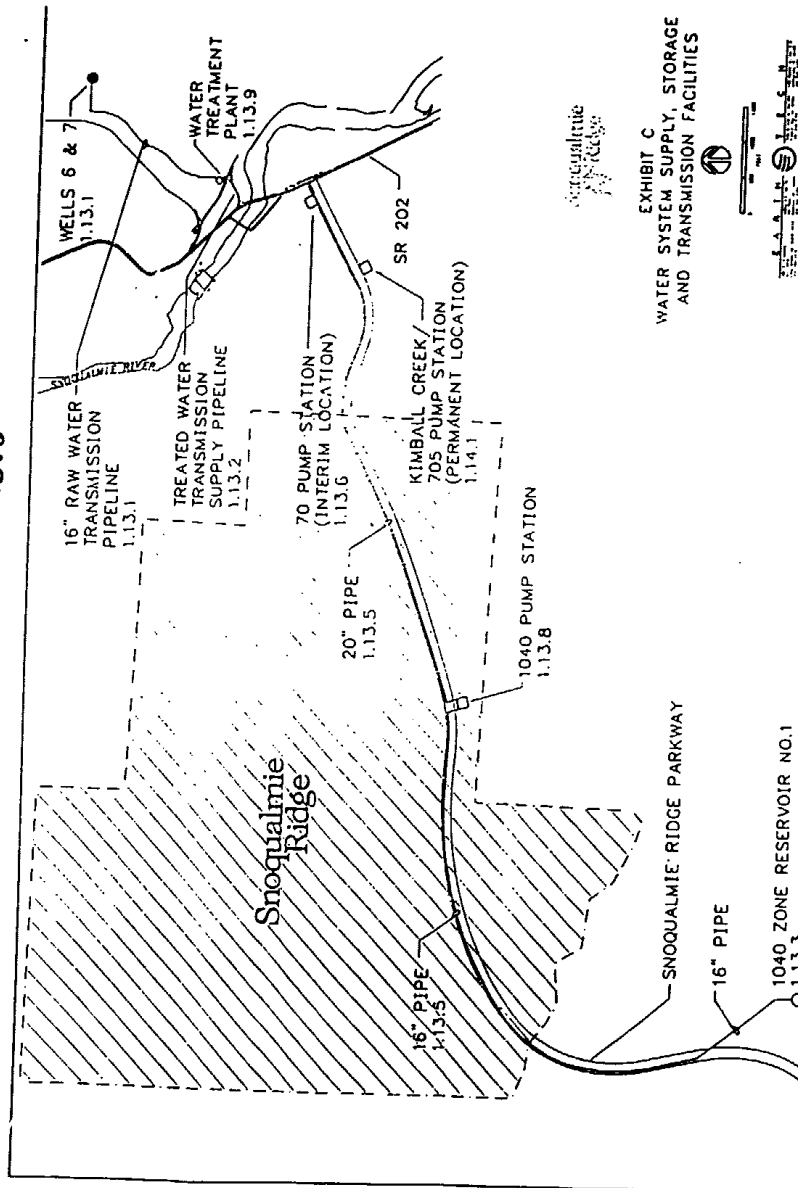


EXHIBIT D

WATER SYSTEM EQUIPMENT AND FIXTURES

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

Budget estimate: \$15,000

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

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

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

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

Budget estimate: \$5,000

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

Budget estimate: \$8,000

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

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

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

Budget estimate: \$3,000

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

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

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

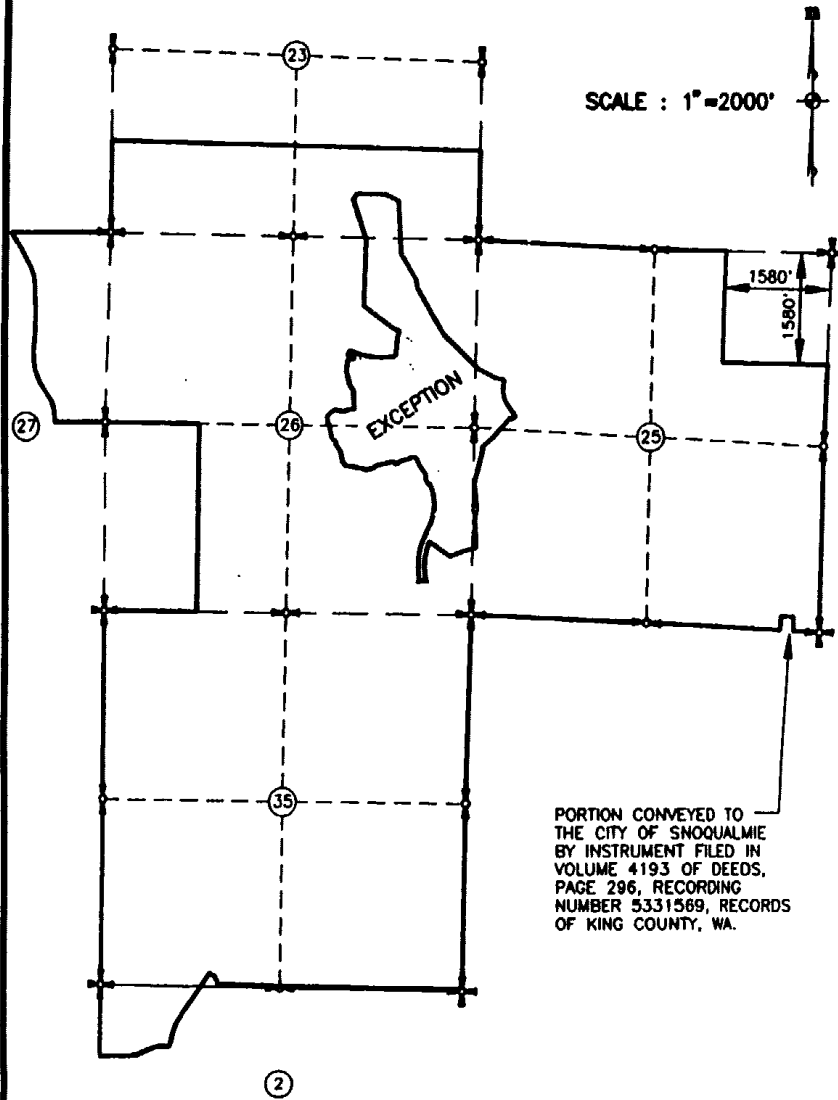
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EXHIBIT "X"

TO ACCOMPANY LEGAL DESCRIPTION FOR REMAINDER

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

9711262576



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

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