When Recorded Return to:

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

TERMINATION OF SNOQUALMIE RIDGE WATER SYSTEM DEVELOPER EXTENSION AGREEMENT

GRANTOR: SNOQUALMIE RIDGE II DEVELOPMENT LLC

GRANTEE: CITY OF SNOQUALMIE

ABBREVIATED LEGAL PTN LTS 3A & 4A, CITY OF SNOQUALMIE BLA

DESCRIPTION: LLA 09-02, 20090529900004

COMPLETE LEGAL

DESCRIPTION: See Exhibit A.

REFERENCE NUMBER OF 9711262576, 20040712003424

DOCUMENTS RELEASED:

ASSESSOR'S TAX PARCEL ID 0

NOS.:

022307-9067-05, 022307-9077-03

TERMINATION OF SNOQUALMIE RIDGE WATER SYSTEM DEVELOPER EXTENSION AGREEMENT

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

RECITALS

- A. Weyerhaeuser was the owner of a larger parcel that encompassed property legally described in Exhibit A (the "**Property**").
- B. The City and Weyerhaeuser Real Estate Company, a former Washington limited liability company ("Weyerhaeuser") WEYERHAEUSER REAL ESTATE COMPANY, a Washington corporation and Grantor's predecessor in interest entered into the Snoqualmie Ridge Water System Developer Extension Agreement dated November 19, 1997 and recorded on November 26, 1997 as King County Recording No. 9711262576 and assigned to Snoqualmie Ridge II Development (collectively the "Snoqualmie Ridge Water System Developer Extension Agreement") governing the construction of certain improvements and extensions and reserving specific water rights to supply the system extensions, which were released by a Release of Reservation of Water Rights dated June 30, 2004 and recorded on July 12, 2004 as King County Recording No. 20040712003424.
- C. Snoqualmie Ridge II Development, is the current owner of the Property, and Weyerhaeuser's successor-in-interest to the Snoqualmie Ridge Water System Developer Extension Agreement.
- D. The obligations under the Snoqualmie Ridge Water System Developer Extension Agreement have been complete and the parties wish to terminate the Snoqualmie Ridge Water System Developer Extension Agreement as it relates to the Property according to the terms and conditions set forth herein.

AGREEMENT

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

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

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

- 2. <u>Release</u>. As of the Effective Date, the Parties hereby mutually release and discharge each other, their successors and assigns, from such party's respective obligations and liabilities (financial or otherwise) under the Snoqualmie Ridge Water System Developer Extension Agreement, whether to be kept, observed, or performed in the past, at present, or in the future.
- 3. <u>Authority; Counterparts</u>. The parties represent and warrant that they have full power and authority to enter into and perform this Termination. The parties represent that the individuals and entities signing this Termination on their behalf have full authority to so act. This Termination may be executed and delivered in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

[Signature Pages Follows]

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

| THE CITY: | CITY OF SNOQUALMIE, a Washington municipal corporation |
|----------------------|--|
| | By: Name: Title: |
| SNOQUALMIE RIDGE II: | SNOQUALMIE RIDGE II DEVELOPMENT, LLC, a Washington limited liability company |
| | By: Name: Title: |

| STATE OF WASHINGTON COUNTY OF KING | SS. |
|---|---|
| appeared before me, and said perso oath stated that said person was au | e satisfactory evidence that is the person who on acknowledged that said person signed this instrument, on thorized to execute the instrument as the of the nowledged it as the free and voluntary act for the uses and tent. |
| Dated this day of | , 2025. |
| | (Signature of Notary) |
| | Notary public in and for the state of Washington, residing at |
| | My appointment expires |
| who appeared before me, and said on oath stated that said person was the SNOQUALMIE RIDGE II DEV voluntary act for the uses and purp | e satisfactory evidence that is the person person acknowledged that said person signed this instrument, authorized to execute the instrument as the of VELOPMENT LLC and acknowledged it as the free and |
| | (Signature of Notary) |
| | Notary public in and for the state of Washington, residing at |
| | My appointment expires |

EXHIBIT A

Snoqualmie Ridge II's Property

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

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

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

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