

RESOLUTION NO. 1115

A RESOLUTION OF THE CITY OF SNOQUALMIE, WASHINGTON, APPROVING A PRE-ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF SNOQUALMIE AND SNOQUALMIE MILL VENTURES LLC, A WASHINGTON LIMITED LIABILITY COMPANY, WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY, A WASHINGTON CORPORATION, AND UTLIMATE RALLY LLC, A WASHINGTON LIMITED LIABILITY COMPANY, RELATING TO THE USE AND DEVELOPMENT OF REAL PROPERTY LOCATED WITHIN THE SNOQUALMIE URBAN GROWTH AREA.

WHEREAS, King County and the City of Snoqualmie have agreed that a portion of the Mill Planning Area commonly known as the Snoqualmie Mill Site should be annexed to the City pursuant to an Interlocal Agreement ("ILA") between the County and the City as authorized by RCW 35A.14.460 and on March 28, 2011 the City Council adopted Resolution 922 commencing negotiations with King County for an ILA; and

WHEREAS, Snoqualmie Mill Ventures, LLC and Weyerhaeuser Real Estate Development Company are the owners of the real property contained within the proposed annexation area and Ultimate Rally, LLC is the owner of the existing principal use business (DirtFish Rally School) located on the SMV property; and

WHEREAS, RCW 36.70.B. 170-210 authorizes local governments to enter into Development Agreements with the owners of real property outside their boundaries as part of a proposed annexation, and

WHEREAS, the City, Snoqualmie Mill Ventures, LLC, Weyerhaeuser Real Estate Development Company, and Ultimate Rally, LLC have negotiated a Pre-Annexation Agreement, including provisions regarding zoning and shoreline environment designations, status of existing uses, limitations on existing and future uses and development, certain planning requirements and other mitigations to apply to the use and development of the annexation area, and


WHEREAS, a public hearing was held on the Development Agreement on August 8, 2011, and

WHEREAS, the City Council believes the Pre-Annexation Agreement, attached hereto as Exhibit A, including all attachments thereto, should be approved, now, therefore, be it

RESOLVED, the document entitled 'PRE-ANNEXATION AGREEMENT,' by and between the City of Snoqualmie, a municipal corporation of the State of Washington, Snoqualmie Mill Ventures, LLC, a Washington limited liability company, Weyerhaeuser Real

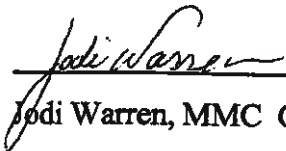
Estate Development Company, a Washington corporation, and Ultimate Rally, LLC, a Washington limited liability company, relating to the use and development of property located within the Snoqualmie urban growth area, in the form attached hereto, is hereby approved and the Mayor is authorized to sign the same.

PASSED by the City Council of the City of Snoqualmie, Washington, this 24th day of October, 2011.



Matthew R. Larson, Mayor

Attest:



Jodi Warren, MMC City Clerk



Patrick B. Anderson, City Attorney

When Recorded, Return to:

CITY OF SNOQUALMIE
Attn. City Clerk
P.O. Box 987
Snoqualmie, WA 98065

PRE-ANNEXATION AGREEMENT

Grantor: 1) Snoqualmie Mill Ventures, LLC.
2) Ultimate Rally, LLC
3) Weyerhaeuser Real Estate Development Company

Grantee: 1) City of Snoqualmie

Legal Description
(abbreviated): Por. of Sections 29, 30 & 32, T 24 N., R. 8 E., W.M., King County WA, lying northerly and easterly of the Plat of Snoqualmie Falls as recorded in volume 6 of plats at page 51 on September 25, 1890, records of King County, Washington and northerly and easterly of the City of Snoqualmie municipal boundaries as established by City ordinance numbers 265, 514, 566/569 and 650/659 and westerly of urban growth area boundary established by King County ordinance No. 11575

Additional on : EXHIBITS A AND B

Assessor's Tax Parcel ID #: All or portions of King County Tax Parcels: 292408-9002; 292408-9003; 292408-9006; 292408-9009; 292408-9011; 292408-9013; 292408-9015; 292408-9017; 292408-9018; 292408-9022; 292408-9023; 292408-9028; 302408-9001; 302408-9004; 302408-9015; 302408-9069; 302408-9070; 322408-9002; 322408-9006; 322408-9008; 322408-HYDR; 785020-HYDR.

Reference Nos. of Documents Released or Assigned: N/A

THIS PRE-ANNEXATION AGREEMENT ("Agreement") is dated for reference purposes this 24th day of October 2011 ("Effective Date"), by and between SNOQUALMIE MILL VENTURES, LLC, a Washington limited liability company ("SMV"), WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY ("WREDCo"), a _____, ULITMATE RALLY, LLC, ("Ultimate Rally") a Washington limited liability company, and the CITY OF SNOQUALMIE, a municipal corporation of the state of Washington ("City").

RECITALS

A. The City is incorporated under the Optional Municipal Code of the State of Washington. The City has authority under chapter 35A.14 RCW to consider annexation of property within its Urban Growth Area. The City has authority under RCW 36.70B.170 -.210 to enter into agreements to control the use and development of property within its jurisdiction, and for property outside of its boundaries as part of a proposed annexation pursuant to RCW 36.70B.170(1).

B. SMV is the owner of a portion of the property commonly known as the Snoqualmie Mill Site located in unincorporated King County and legally described on Exhibit A (the "SMV Property"). Ultimate Rally is the operator of a specialized instructional school located on the SMV property. WREDCo is the owner of a portion of the property commonly known as the Snoqualmie Mill Site and legally described on Exhibit B (the "WREDCo Property"). The property to be annexed includes a portion of the SMV Property and a portion of the WREDCo Property (the "Annexation Area") and is legally described on Exhibit C.

C. At least 60 percent of the boundaries of the Annexation Area are contiguous to the City.

D. The Annexation Area was included in the City's Expansion Area in the 1989 Snoqualmie Valley Community Plan. The Annexation Area is within the City's Urban Growth Area as designated in the 1994 King County Comprehensive Plan pursuant to RCW 36.70A.110 and all subsequent updates of the King County Comprehensive Plan.

E. The Growth Management Act recognizes cities as the appropriate providers of urban services.

F. King County and the City have agreed that the Annexation Area should be annexed to the City pursuant to an Interlocal Agreement ("ILA") between the Ccounty and the City as authorized by RCW 35A.14.460, and are negotiating an Interlocal Agreement to accomplish the annexation.

G. SMV and WREDCo desire the Annexation Area to be annexed to the City.

H. The Snoqualmie Vicinity Comprehensive Plan designates the portion of the Annexation Area within the floodway portion of the 100 year floodplain as Parks and Open Space, and portions of the 100 year floodplain as Planned Commercial Industrial ("PCI") and area outside of the floodplain as Planned Residential ("PR").

I. The City issued a Determination of Non-Significance pursuant to the State Environmental Policy Act on approval of this Preannexation Agreement on July 27, 2011.

J. On August 8, 2011, the City Council held a public hearing on this Agreement, as required by RCW 36.70B.200, pursuant to Notice of Hearing published on July 27, 2011.

K. City Council proposes to adopt an ordinance providing for annexation of the Annexation Area, as required by RCW 35A.14. 460, which will contain an effective date of annexation not less than 45 days after adoption. Prior to annexation, the parties wish to memorialize certain commitments with respect to the annexation, and the use and future development of the Annexation Area.

L. SMV currently leases a portion of the SMV Property to Ultimate Rally, LLC dba DirtFish Rally School, a specialized driving instruction school. SMV also desires to use its buildings and property for special events of limited duration. These are the only uses proposed to be permitted on the property pending further planning and environmental review.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENTS

A. PROVISIONS APPLICABLE TO ALL PARTIES:

1. **Annexation.** This Agreement will become effective upon the City's annexing the Annexation Area.

2. **Zoning.** Upon the effective date of the annexation ordinance, the portion of the Annexation Area located within the floodplain but outside of the 100 year floodway as depicted on the most recent FEMA Flood Insurance Rate Maps on file with the City of Snoqualmie shall be subject to the Planned Commercial Industrial (PCI) District Regulations of Section 17.50.050 SMC; the portion of the Annexation Area located north and east of S.E. Mill Pond Road and within the 100 year floodway as depicted on the FEMA Flood Insurance Rate Maps shall be subject to the Open Space 2 (OS-2) District Regulations of Section 17.25.050 SMC; the portion of the Annexation Area located south and west of S.E. Mill Pond Road shall be subject to the Open Space 1 (OS-1) District Regulations of Section 17.25.050 SMC; and the portion of the Annexation Area located east of parcel 2924089028 and east of a line extended southward from the SE corner of said parcel to connect with the western point of the UGA line on the north boundary of parcel 2924089017 shall be subject to the Planned Residential District Regulations of Section 17.15.050.

3. **Shoreline Environment Designations.** Upon the effective date of the annexation ordinance, the City will commence the process required to designate that portion of the Annexation Area within the floodway of the Snoqualmie River and north

and east of S.E. Mill Pond Road as Conservancy Shoreline Environment; that portion of the Annexation Area within the 100 year floodway as depicted on the most recent FEMA Flood Insurance Rate Maps on file with the City and located south and west of S.E. Mill Pond Road as Natural Shoreline Environment; and that portion of the Annexation Area within the floodplain of the Snoqualmie River but outside of the floodway as Urban Floodplain Environment, to become effective upon approval by the Washington State Department of Ecology.

4. **Comprehensive Plan Policies.** The Snoqualmie Vicinity Comprehensive Plan contains both general annexation policies and policies specific to annexation of the Mill Planning Area, which includes the Annexation Area. The City will defer applying the comprehensive plan annexation policies:

4.1 To the WREDCo Property until development or redevelopment of the WREDCo Property is proposed.

4.2 To the SMV Property until development or redevelopment is proposed on the SMV Property which exceeds:

4.2.1 The specialized driving instruction school as it currently exists, provided, routine repairs and maintenance shall be permitted;

4.2.1 City permitted special events of limited duration subject to the provisions of Section B.2;

4.2.3 The Northfork Enterprises wood recycling and topsoil production use as it currently exists; and

4.2.4 Use of existing buildings for storage of equipment, provided, no business activities other than storage are conducted in such buildings.

5. **Business License Required.** From and after the effective date of annexation, any and all persons conducting any business activities for which a business license is required by the Snoqualmie Municipal Code on any portion of the Property shall apply for and obtain a City business license.

6. **Site Development.** The City will not approve any new or additional site development until review of applicable Comprehensive Plan policies, approval of an Annexation Implementation Plan and, for any development within the PCI zone, a Planned Commercial Industrial Plan, and for any development in the PR zone a Planned Residential Plan, and associated environmental review under the State Environmental Policy Act have been completed.

7. **Amendment to Allowable Uses.** Upon annexation, the City will present amendments to the allowable uses table in section 17.55.020 of the Snoqualmie Municipal Code in the Planned Commercial / Industrial and the Open Space 2 Districts to the Planning Commission and City Council for their consideration as may be requested by SMV and WREDCo to clarify and/or expand allowable recreational uses both within and without buildings.

8. **Amendment to Temporary Use Permits / Special Event Permits.** Upon annexation, the City will present amendments to section 17.55.050, governing temporary use permits, and chapter 12.20 of the Snoqualmie Municipal Code, Special Events, to amend current restrictions on the number of temporary use permits annually and to clarify that temporary use permits may be authorized and special events that promote tourism may be allowed in all zoning districts except residential districts. All such temporary use permits shall nonetheless be subject to the provisions of this Preannexation Agreement.

9. **Limitation on Use.** SMV, Ultimate Rally, and WREDCo agree neither they nor their tenants shall at any time seek to construct a race track or speedway for racing of motor vehicles of any type whatsoever on the Annexation Area, and that the only racing of motor vehicles that may occur shall be on the same facilities used for the specialized driving instruction school pursuant to Section B.3. For purpose of this section, a "race track" or "speedway" is a more or less permanent purpose-built facility for racing of automobiles, motorcycles or other motorized vehicles, as opposed to a temporary course laid out with cones or other markers over existing roads or ground.

10. **Extension to any Future Annexations within Mill Planning Area.** This Agreement shall automatically be extended to apply to any other property owned by SMV or WREDCo within the Mill Planning Area should such property be annexed to the City in the future.

11. **City Riverwalk Trail.** WREDCo will dedicate property within the portion of the annexation area to be subject to the Open Space 1 (OS-1) District Regulations to the City of Snoqualmie for a riverwalk trail corridor. The corridor provided shall be located within the Snoqualmie River critical area buffer and shall measure 20 ft. wide.

12. **Bonded Indebtedness.** Upon the effective date of the annexation ordinance, the Annexation Area shall be subject to a proportional share of existing City bonded indebtedness.

13. **Transfer of Infrastructure.** Meadowbrook Bridge and Mill Pond Road constitute infrastructure which will be transferred from King County to the City a result of the annexation. SMV and WREDCo acknowledge that they will be required to analyze impacts to the Meadowbrook Bridge and Mill Pond Road of any proposed future development or redevelopment.

14. **Snoqualmie Valley Trail.** SMV and/or WREDCo will dedicate property to the City of Snoqualmie for the Snoqualmie Valley Trail in a location to be mutually agreed upon by the City and the record owner(s) of the property. The City will consult with the King County Parks Department regarding location and right-of-way requirements.

15. **Term.** This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties, provided, all provisions of this Agreement other than Section A.9, Limitation of Use, shall terminate upon full accomplishment of the Site Development requirements of Section 6 of this Agreement, and further provided, Section A.9, Limitation of Use, shall survive the termination of the other provisions of this Agreement.

B. PROVISIONS APPLICABLE TO CITY, SMV, AND ULTIMATE RALLY

1. **Status of Existing Uses.** The City will recognize the specialized driving instruction school and storage of equipment in existing buildings as conforming uses and the Northfork Enterprises use as a legal nonconforming use upon annexation.

2. **Operation of Specialized Driving Instruction School.** The specialized driving instruction school shall be subject to the following conditions for operation of vehicles.

2.1 Only street-legal fully muffled vehicles shall be used.

2.2 Days and hours of operation of the instructional course during which vehicles may be operated on the course shall be Monday through Saturday between 8:00 a.m. and 7:00 p.m., provided, hours of operation may be extended solely for military or police training which must take place in non-daylight hours. Such extended hours may occur for up to two nights per month with 72 hours advance notice to the City Administrator, and shall employ only street legal fully muffled vehicles and shall not involve any discharge of firearms or other weapons.

2.3 In the event that the City determines that noise emanating from vehicles used in the specialized driving school interferes with the ability of a person with normal hearing standing in a location exterior to the Annexation Area to hear another person speaking from a distance of two feet or less, or otherwise violates section 8.16.050(H) of the Snoqualmie Municipal Code, incorporating by reference chapter 12.88 of the King County Code, the specialized driving instruction school will be required to mitigate the noise, including changes to the location of the course(s) or track(s) on the property, modifying the vehicles, or other means as approved by the City.

2.4 No racing shall be promoted or permitted as part of or in conjunction with the specialized driving school.

2.5 No alcoholic beverages shall be served or permitted as part of or in conjunction with the specialized driving school.

3. **Special Events.** The City will permit special events of limited duration involving only the erection of temporary facilities, which must be removed at the conclusion of each special event, subject to SMV's obtaining approval of a City temporary use permit pursuant to section 17.55.050 of the Snoqualmie Municipal Code and/or a special event permit pursuant to chapter 12.20 of the Snoqualmie Municipal Code. SMV, or its tenants, shall comply with all conditions which the City reasonably identifies as necessary to protect the health, and safety of those in attendance and the affected public, both within and without the corporate limits of the City, subject to the

following additional provisions.

3.1 No more than two rally cross race events, or events of comparable external noise impacts, as determined in the sole discretion of the City, of two days duration or less (excluding the setting up and breaking down of temporary facilities) shall be conducted in any one year.

3.2 Every other special event shall be evaluated on a case by case basis for its external noise and other impacts, and mitigating measures may be required.

3.3 All events shall be subject to the provisions of chapter 9.36 of the Snoqualmie Municipal Code, Public Disturbance Noises.

4. **Sensitive Areas Study.** Within thirty (30) days after the effective date of annexation, SMV shall provide the City with a sensitive areas study for City review and approval to ensure that all aspects of the operation of the specialized driving instruction school, and any special events, and the operations of Northfork Enterprises comply with the requirements of chapter 19.12 of the Snoqualmie Municipal Code. Conditions imposed on operation of the specialized driving instruction school by the City as a result of the sensitive areas study shall be deemed to be conditions of the business license of the specialized driving instruction school and any temporary use permit / special event permit. The business license for the specialized driving instruction school may be revoked, and any temporary use permit / special event permit for any special event may be revoked, for violation of such conditions in the conduct of the specialized driving instruction school or the special event.

5. **Water and Sewer.** The City will continue to provide domestic water and sewer service to the existing office building. Any expansion of service is subject to completing planning under the comprehensive plan annexation policies and approval of a Planned Commercial Industrial Plan pursuant to SMC 17.20.050 or a Planned Residential Plan pursuant to SMC 17.15.050. SMV acknowledges that fire suppression facilities serving its property may not be adequate. The City and SMV will explore options for fire suppression.

6. **Uses Permitted Prior to Approval of Planned Commercial Industrial Plan or Planned Residential Plan.** SMV agrees that it will limit development activity on the site to repairing and maintaining the uses described in Section A.4.2 until the City has issued the approvals required by Section A.6. It will not construct additional permanent facilities or seek other development of the SMV Property, except in accordance with Section A.6, provided, facilities required for special events may be permitted as provided in Section B.3.

7. **Business License.** SMV will advise its tenants, Ultimate Rally and Northfork Enterprises, that they must obtain a City business license. SMV will obtain a business license for its active recreation and special events business(es). Spectator tickets will be subject to admissions tax.

8. **Powerhouse.** SMV agrees to coordinate with the City and King County

(Culture and Historic Preservation Office) for protection and potential adaptive re-use of the Snoqualmie Falls Lumber Company Powerhouse structures on the site. These structures are a designated King County Landmark and are included on the Most Endangered Historic Properties list maintained by the Washington Trust for Historic Preservation.

C. GENERAL PROVISIONS

1. **Recitals and Exhibits.** All of the recitals set forth above and all exhibits attached hereto are adopted by the parties as material and integral elements and/or findings related to this Agreement. All such exhibits are incorporated herein by this reference as if fully set forth.
2. **Recording.** This Agreement will be recorded with the King County Department of Records and Elections at SMV's sole expense.
3. **Mutual Drafting.** The parties have participated equally in the drafting of this Agreement, and, as such, no interpretation presumptions for or against the drafter shall apply.
4. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington.
5. **Attorneys' Fees and Costs.** In the event any party commences proceedings in Superior Court to enforce this Agreement, the prevailing party shall be entitled to an award of attorneys' fees and actual costs and disbursements, including expert witness fees, reasonably incurred or made in such proceedings, including appellate proceedings.
6. **Severability.** In the event a court of competent jurisdiction declares any material provision of this Agreement invalid, unconstitutional, or otherwise unenforceable, any party may elect to terminate the remainder of this Agreement. In the event 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.
7. **Amendment.** This Agreement may be modified only by written instrument duly executed by all parties, after approval of the City Council.
8. **Authority to Execute.** The signatories to this Agreement represent and warrant that they have all authority required to bind the respective parties thereto.
9. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

Snoqualmie Mill Ventures, LLC,
a Washington limited liability company

**Weyerhaeuser Real Estate Development
Company, a _____**

By: STEPHEN THOMAS RIMMER
Its: MEMBER
Signed: Stephen Thomas Rimmer

By: _____
Its: _____
Signed: _____

**City of Snoqualmie, a municipal
corporation of the State of Washington**

Ultimate Rally, LLC
a Washington limited liability company

Matthew R. Larson
Matthew R. Larson, Mayor

By: STEPHEN THOMAS RIMMER
Its: MEMBER
Signed: Stephen Thomas Rimmer

Attest:

Jodi Warren
Jodi Warren, City Clerk

Approved as to form:

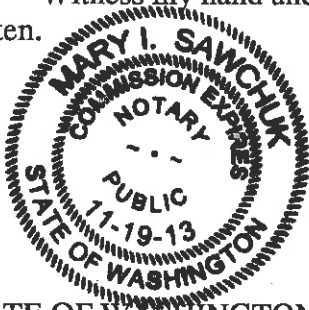
Patrick B. Anderson
Patrick B. Anderson, City Attorney

STATE OF WASHINGTON } SS.

COUNTY OF KING }

On this 25th day of October, 2011, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared Stephen Thomas Rimmer to me known to be the member of SNOQUALMIE MILL VENTURES, LLC, a Washington limited liability company, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein stated.

Witness my hand and official seal hereto affixed the day and year first above written.



Mary I. Sawchuk
Printed Name Mary I. Sawchuk
NOTARY PUBLIC in and for the State of Washington,
residing at Sammamish, WA
My Commission Expires Nov. 19, 2013

SS.

STATE OF WASHINGTON }

COUNTY OF KING }

On this 25th day of October, 2011, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared Stephen Thomas Rimmer to me known to be the member of ULTIMATE RALLY, LLC, a Washington limited liability company, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein stated.

Witness my hand and official seal hereto affixed the day and year first above written.



Mary I. Sawchuk
Printed Name Mary I. Sawchuk
NOTARY PUBLIC in and for the State of Washington,
residing at Sammamish, WA
My Commission Expires Nov. 19, 2013

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared _____, to me known to be the _____ of **WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY**, a _____, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein stated.

Witness my hand and official seal hereto affixed the day and year first above written.

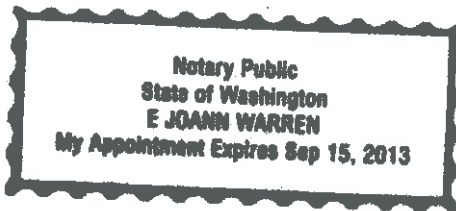
Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 27th day of October, 2011, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared Matt Larson, to me known to be the Mayor of the **CITY OF SNOQUALMIE**, a Washington municipal corporation, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation for the uses and purposes therein stated.

Witness my hand and official seal hereto affixed the day and year first above written.

E Joann Warren
Printed Name E Joann Warren
NOTARY PUBLIC in and for the State of Washington,
residing at Maple Valley
My Commission Expires 9-15-13



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

Snoqualmie Mill Ventures, LLC,
a Washington limited liability company

**Weyerhaeuser Real Estate Development
Company, a _____**

By: _____
Its: _____
Signed: _____

By: Scott M. Dahlquist
Its: Vice President
Signed: Scott M. Dahlquist

**City of Snoqualmie, a municipal
corporation of the State of Washington**

Ultimate Rally, LLC
a Washington limited liability company

Matthew R. Larson, Mayor

By: _____
Its: _____
Signed: _____

Attest:

Jodi Warren, City Clerk

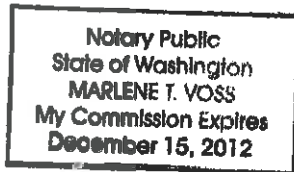
Approved as to form:

Patrick B. Anderson, City Attorney

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this 26 day of October, 2011, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared Scott Dahlquist to me known to be the V. President of **WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY**, a Washington Corp., and acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein stated.

Witness my hand and official seal hereto affixed the day and year first above written.



Marlene T. Voss
Printed Name Marlene T. Voss
NOTARY PUBLIC in and for the State of Washington,
residing at King County, WA
My Commission Expires Dec. 15, 2012

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared Matt Larson, to me known to be the Mayor of the **CITY OF SNOQUALMIE**, a Washington municipal corporation, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation for the uses and purposes therein stated.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

EXHIBIT A
Legal Description of SMV Property

Lot 1, Lot 2, Tract C, and Tract E, King County Boundary Line Adjustment & Large Lot Segregation No. L10L0024, as recorded under King County Recording No. 2010063090006, located in portions of Sections 20, 29, and 30, T 24 N., R. 8 E., W.M. Together with that portion of the west half of the NE quarter of Section 29, T. 24 N, R. 8 E., W.M., lying westerly of 396th Drive SE and outside of Tract E of said King County BLA L10L0024;

And together with that portion of the NE quarter of Section 30, T. 24 N., R. 8 E., W.M., lying northeasterly of SE Mill Pond Road and easterly of that certain tract of land conveyed to the City of Snoqualmie by Statutory Warranty Deed under Recording No. 9010291617.

Situate in King County, Washington.

Together with an easement for locations, ingress, egress, utilities and maintenance over the area occupied by the Snoqualmie Mill Pond Pumphouse adjacent to the southwestern boundary of the Property, directly adjacent to and extending above the surface of the Snoqualmie Mill Pond, together with the area surrounding the entire Pumphouse structure to a distance of 20 feet.

EXHIBIT B
Legal Description of WREDCo Property

THAT PORTION OF SECTIONS 29, 30 & 32, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN LYING NORTHERLY AND EASTERLY OF THE PLAT OF SNOQUALMIE FALLS AS RECORDED IN VOLUME 6 OF PLATS AT PAGE 51 ON SEPTEMBER 25, 1890, RECORDS OF KING COUNTY, WASHINGTON AND NORTHERLY AND EASTERLY OF THE CITY OF SNOQUALMIE MUNICIPAL BOUNDARIES AS ESTABLISHED BY CITY ORDINANCE NUMBERS 265, 514, 566/569 AND 650/659 AND WESTERLY OF URBAN GROWTH AREA (UGA) BOUNDARY ESTABLISHED BY KING COUNTY ORDINANCE NO. 11575;

EXCEPT THE RIGHT OF WAY OF 396TH DRIVE SE

ALSO EXCEPT THAT PORTION IN SAID SECTION 30 LYING NORTHERLY OF S.E. MILL POND ROAD;

ALSO EXCEPT THAT PORTION IN SAID SECTION 29 WITHIN LOT 1, LOT 2, TRACT C AND TRACT E, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L10L0024, RECORDED UNDER KING COUNTY RECORDING NO. 20100630900006

SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON.

CONTAINING ALL OR PORTIONS OF KING COUNTY TAX PARCELS

292408-9002	292408-9006	292408-9011	292408-9013
292408-9015	292408-9017	292408-9018	292408-9022
292408-9023	292408-9025	292408-9028	302408-9015
322408-9002	322408-9006	322408-9008	322408-HYDR
785020-HYDR			



CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108

CEI JOB NO: 30007

DATE: 09-08-11

PREANNEXATION AGREEMENT - 13
Resolution 1115 adopted on 10-24-11

EXHIBIT C
Legal Description of Annexation Area

THAT PORTION OF SECTIONS 29, 30 & 32, TOWNSHIP 24 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN LYING NORTHERLY AND EASTERLY OF THE PLAT OF SNOQUALMIE FALLS AS RECORDED IN VOLUME 6 OF PLATS AT PAGE 51 ON SEPTEMBER 25, 1890, RECORDS OF KING COUNTY, WASHINGTON AND NORTHERLY AND EASTERLY OF THE CITY OF SNOQUALMIE MUNICIPAL BOUNDARIES AS ESTABLISHED BY CITY ORDINANCE NUMBERS 265, 514, 566/569, 650/659 AND 876 AND WESTERLY OF URBAN GROWTH AREA (UGA) BOUNDARY ESTABLISHED BY KING COUNTY ORDINANCE NO. 11575;

EXCEPT THE RIGHT OF WAY OF 396TH DRIVE SE

SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON.

CONTAINING ALL OR PORTIONS OF KING COUNTY TAX PARCELS

292408-9002 292408-9003 292408-9006 292408-9009 292408-9011
292408-9013 292408-9015 292408-9017 292408-9018 292408-9022
292408-9023 292408-9028 302408-9001 302408-9004 302408-9015
302408-9069 302408-9070 322408-9002 322408-9006 322408-9008
322408-HYDR 785020-HYDR