

When Recorded, Return to:

CITY OF SNOQUALMIE  
Attention: Jodi Warren, City Clerk  
P.O. Box 987  
Snoqualmie, WA 98065



20081031000102

HCMP AG 73.00  
PAGE001 OF 032  
10/31/2008 09:32  
KING COUNTY, WA

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## SNOQUALMIE 1040 WATER STORAGE RESERVOIR AND SUPPLY SYSTEM LATECOMER AGREEMENT

<b>Grantors:</b>	1) SNOQUALMIE RIDGE II DEVELOPMENT LLC 2) THE QUADRANT CORPORATION <input type="checkbox"/> Additional on page ____
<b>Grantee:</b>	1) CITY OF SNOQUALMIE <input type="checkbox"/> Additional on page ____
<b>Legal Description (abbreviated):</b>	City's Water Service Area and UGA <input checked="" type="checkbox"/> Additional on: EXHIBIT E
<b>Assessor's Tax Parcel ID #:</b>	262407-9078; 352407-9024; 362407-9039; 362407-9091; 022307-9063; 022307-9049; 012307-9001, 9005, 9017 through 9027; 022307-9003, 9007, 9008, 9009, 9011 through 9016, 9019, 9021, 9022, 9024, 9025, 9026, 9028, 9030 through 9065, 9068 through 9075, 9079 through 9084; 032307-9001 through 9004, 9014 through 9017, 9063, 9064; 746290-0010, 0012, 0014, 0015, 0020, 0022, 0024, 0025, 0030, 0032, 0034, 0035, 0040, 0042, 0044, 0045, 0050, 0051, 0052, 0053, 0060, 0061, 0063, 0065, 0070, 0072, 0074, 0075, 0080, 0082, 0084, 0086, 0090, 0091, 0093, 0095, 0100, 0102, 0104, 0106, 0110, 0120, 0130, 0140, 0150 through 0156, 0206 through 0210, 0214, 0216; 362407-9001, 9004, 9015, 9016, 9020, 9023 through 9028, 9030, 9032 through 9038, 9040 through 9044, 9046 through 9059, 9061, 9063 through 9072, 9074 through 9090, 9092 through 9111, 9113 through 9135, 9137 through 9141, 9143 through 9151; 062308-9001 through 9009, 9018, 9019, 9020, 9022 through 9036;

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<b>Assessor's Tax Parcel ID #:</b>	262407-9078; 352407-9024; 362407-9039; 362407-9091; 022307-9063; 022307-9049; 012307-9001, 9005, 9017 through 9027; 022307-9003, 9007, 9008, 9009, 9011 through 9016, 9019, 9021, 9022, 9024, 9025, 9026, 9028, 9030 through 9065, 9068 through 9075, 9079 through 9084; 032307-9001 through 9004, 9014 through 9017, 9063, 9064; 746290-0010, 0012, 0014, 0015, 0020, 0022, 0024, 0025, 0030, 0032, 0034, 0035, 0040, 0042, 0044, 0045, 0050, 0051, 0052, 0053, 0060, 0061, 0063, 0065, 0070, 0072, 0074, 0075, 0080, 0082, 0084, 0086, 0090, 0091, 0093, 0095, 0100, 0102, 0104, 0106, 0110, 0120, 0130, 0140, 0150 through 0156, 0206 through 0210, 0214, 0216; 362407-9001, 9004, 9015, 9016, 9020, 9023 through 9028, 9030, 9032 through 9038, 9040 through 9044, 9046 through 9059, 9061, 9063 through 9072, 9074 through 9090, 9092 through 9111, 9113 through 9135, 9137 through 9141, 9143 through 9151; 062308-9001 through 9009, 9018, 9019, 9020, 9022 through 9036;

192408-9001, 9010, 9016, 9025, 9026, 9027, 9029, 9030, 9035, 9036, 9038, 9039, 9040;

202408-9017 through 9020, 9030, 9032, 9071, 9072, 9075, 9080, 9088, 9090 through 9093, 9095, 9099;

292408-9001, 9002, 9003, 9009, 9011, 9012, 9013, 9015, 9017, 9018, 9019, 9021, 9022, 9023, 9025, 9028;

302408-9013, 9015, 9049, 9052 through 9054, 9056 through 9059, 9062, 9067, 9068, 9071, 9072, 9083;

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372830-0010, 0020, 0040 though 0380, 0385, 0400, 0410, 0421, 0248;

780290-0020, 0021, 0022, 0039, 0040, 0041, 0045, 0060, 0080, 0081, 0085, 0100, 0101, 0102, 0103, 0120, 0121, 0140, 0141, 0160, 0165, 0180, 0185, 0190, 0200, 201, 0202, 0222, 0223, 0224, 0226, 0227, 0240, 0250, 0260, 0280, 0300, 0301, 0302, 0319, 0320, 0322, 0340, 0341, 0360, 0365, 0380, 0385, 0400, 0405, 0410, 0520, 0561, 0562, 0563, 0580, 0581, 0582, 060, 0601, 0602, 0603, 0619, 0620, 0622, 0623, 0624, 0625, 0626, 0627, 0628, 0629, 0630, 0631, 0632, 0640, 0642, 0660, 0680, 0700, 0701;

920270-0010 through 0140, 0500, 0502, 0503, 0504, 0505;

322408-9002, 9006, 9008, 9080;

332408-9031 through 9042, 9048, 9059;

942380-0005, 0010, 0015, 0020, 0025, 0030, 0035, 0040, 0045, 0050, 0055, 0060, 0065, 0070, 0075, 0085, 0090, 0095, 0100, 0105, 0110, 0115, 0122, 0130, 0135, 0140, 0145, 0150, 0155, 0160, 0165, 0170, 0175, 0180, 0185, 0190, 0195, 0200, 0205, 0210, 0215, 0220, 0225, 0230, 0235, 0240, 0245, 0250, 0255, 0260, 0265, 0270, 0275, 0280, 0285, 0290, 0295, 0300, 0305, 0310;

573650-0005, 0010, 0015, 0020, 0025, 0033, 0034, 0035.

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

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Attention: Jodi Warren, City Clerk  
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Snoqualmie, WA 98065

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**SNOQUALMIE 1040 WATER STORAGE RESERVOIR AND  
SUPPLY SYSTEM  
LATECOMER AGREEMENT**

<b>Grantor:</b>	1) SNOQUALMIE RIDGE II DEVELOPMENT LLC; THE QUADRANT CORPORATION
<b>Grantee:</b>	1) CITY OF SNOQUALMIE
<b>Legal Description (abbreviated):</b>	City's Water Service Area and UGA <input checked="" type="checkbox"/> Additional on : EXHIBIT E
<b>Assessor's Tax Parcel ID #:</b>	See cover sheet
<b>Reference Nos. of Documents Released or Assigned:</b>	N/A

THIS AGREEMENT is made this 22<sup>nd</sup> day of September, 2008, between the CITY OF SNOQUALMIE ("the City"), a Washington municipal corporation, SNOQUALMIE RIDGE II DEVELOPMENT LLC, a Washington limited liability company ("SR II Dev. LLC"), and THE QUADRANT CORPORATION, a Washington corporation ("Quadrant").

SNOQUALMIE RIDGE WATER STORAGE AND SUPPLY FACILITIES  
LATECOMER AGREEMENT - 1

## 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. SR II Dev. LLC is the Master Developer of Snoqualmie Ridge II, and owner of real property annexed into the City pursuant to that *Development Agreement for Snoqualmie Ridge II*, executed by Quadrant and the City on June 28, 2004 and recorded at King County Recording No. 20040629001943 ("SR II Development Agreement"). For the purposes of this Agreement, SR II Dev. LLC's property is legally described at **EXHIBIT A(1) AND A(2)**.

1.3. Quadrant is the Managing Member of SR II Dev. LLC. Quadrant also is the successor-in-interest to the Weyerhaeuser Real Estate Company ("WRECO") as the developer of that certain real property within the City commonly known as Snoqualmie Ridge. References herein to Quadrant may pertain to Quadrant's direct activities, rights or obligations or to those that are ascribed to Quadrant as successor-in-interest to WRECO.

1.4. The City, SR II Dev. LLC, and Quadrant are the Parties to this Agreement.

1.5. On September 15, 1995, the City approved the Snoqualmie Ridge Mixed Use Final Plan (the "SR Final Plan"), a master plan for a mixed use development proposed by WRECO. The legal description for Snoqualmie Ridge is attached as **EXHIBIT B** hereto. On August 9, 2004, the City approved the Snoqualmie Ridge II Mixed Use Final Plan ("SR II MUFPP"), for property annexed into the City and developed under the SR II Development Agreement.

1.6. Pursuant to the SR Final Plan, Quadrant entered into the "Snoqualmie Ridge Water System Developer Extension Agreement" dated November 19, 1997, recorded under King County Recording No. 9711262576, and constructed improvements under that Agreement, including the 1040 Pump Station and the 1040 Reservoir (first storage tank) and those water lines and mains that connect the pump station to the 1040 reservoir site. The foregoing improvements were conveyed to the City on February 23, 1998. The SR II Development Agreement obligates SR II Dev. LLC to construct a second 1040 water storage reservoir and such other off-site and on-site water delivery appurtenances and mains that are identified in the SR II MUFPP and the *SR II Water Supply, Storage and Primary Distribution Facilities Project Report*. SR II Dev. Agmt.

Sec. 10.4.3. The City approved the *SR II Water Supply, Storage and Primary Distribution Facilities Project Report* on July 15, 2004.

1.7. SR II Dev. LLC and the City entered into the following developer extension agreements for the construction of the second reservoir at the 1040 Reservoir Site:

1.7.1 *Snoqualmie Ridge II Capital Improvements Developer Extension Agreement for Water Supply System 1040 Reservoir #2 Site Preparation and Yard Piping*, executed April 11, 2005 and recorded at King County Recording Number 20050811000001; and

1.7.2 *Snoqualmie Ridge II Developer Extension Agreement for Snoqualmie Water Supply System 1040 Reservoir #2 (Tank Structure and Appurtenances)*, executed November 14, 2005 and recorded at King County Recording Number 20051116000008.

1.8. SR II Dev. LLC has constructed the facilities required by the agreements recited in 1.7.1 and 1.7.2 of this Agreement (“1040 Reservoir Second Tank”) and conveyed them to the City. Quadrant constructed the improvements required by the original Snoqualmie Ridge Water System Developer Extension Agreement, as well as additional 1040 Pump Station upgrades, which together are requisite to the proper function and operation of the 1040 Reservoir Second Tank, and has conveyed those improvements to the City. These improvements that SR II Dev. LLC and Quadrant have constructed, namely the 1040 Reservoir Second Tank and those 1040 Pump Station improvements, water lines and mains as are necessary to the proper functioning and operation of the 1040 Reservoir Second Tank, are referred to hereafter as the “Facilities”. The Facilities are now integrated into the City’s water supply system and shall be deemed to be “tapped into or used” whenever a property owner taps into or connects to or expands its use of the City’s water supply system in reliance upon water storage capacity created at the 1040 Reservoir site. This agreement, entitled “Snoqualmie 1040 Water Storage Reservoir and Supply System Latecomer Agreement” (hereafter “Latecomer Agreement”), is intended to provide for latecomer reimbursement to SR II Dev. LLC and Quadrant under applicable statutes, ordinances, and agreements between the Parties, for the Facilities.

1.9. Chapter 35.91 RCW authorizes the City to contract with owners and developers of real property to construct water facilities and improvements for conveyance to the City, and to provide by contract for partial reimbursement of a fair pro rata share by owners of properties who did not contribute to the original cost and who will benefit from such facilities and improvements, at such time as such other properties tap into, use, or

SNOQUALMIE RIDGE WATER STORAGE AND SUPPLY FACILITIES  
LATECOMER AGREEMENT - 3

otherwise connect, directly or indirectly, or through laterals or branches, to the improved water system ("Latecomer Agreements").

1.10. During the City's 2003 comprehensive water system plan update process, it was determined that the 1040 Reservoir Site including the Facilities has capacity to serve build-out of not only Snoqualmie Ridge and Snoqualmie Ridge II, consistent with their respective MUFPP approvals, but also other properties in the City and its urban growth area. The benefit that these properties will receive from use of the Facilities depends on the extent to which the properties are developed and the time that development on such properties is proposed to connect to the Facilities. The "Benefited Properties" consist of all property within the City's water service area and Urban Growth Area ("UGA"), as they now exist or may be amended, and other property that the City contracts to provide water service to, that may be and ultimately are served by the 1040 Reservoir Site storage capacity for water supply or fire flow. Such properties shall be Benefited Properties for purposes of this Agreement notwithstanding that they may require additional improvements such as transmission or distribution lines, pressure reducing valves, or booster pumps, to be served by the storage capacity at the 1040 Reservoir Site. The present bounds of the City's water service area and UGA are shown on **EXHIBIT E**. This Latecomer Reimbursement Fee is limited in application to only those properties within the Benefited Properties that are not Exempt Properties (defined at Section 1.13) and that rely upon the water storage and supply capacity at the 1040 Reservoir site to meet City of Snoqualmie water storage criteria for water supply and/or fire flow at the time of connecting to, tapping into, or expanding use of (as defined in ERUs) the City of Snoqualmie Water Supply System.

1.11. For purposes of this Latecomer Agreement, water storage and supply capacity is expressed in Equivalent Residential Units ("ERUs"). One ERU equates to 200 gallons per day ("GPD") Average Daily Demand ("ADD"), and 560 GPD Peak Day Demand ("PDD"). The Facilities were designed to provide a storage capacity of 505 gallons per ERU. This storage capacity figure includes necessary allowances for system loss and a backwash supply that are integral to the Facilities' operation.

1.12. The total cost of the Facilities paid for or contributed by SR II Dev. LLC and Quadrant, as represented in Statements of Cost in the Bills of Sale conveying the improvements to the City, is \$3,792,370.00. The total cost is divided into two parts for the purposes of this Latecomer Agreement: Part 1 consists of \$1,391,496.00 paid for the original construction of pipes and mains, which were conveyed to the City in 1998, and which figure represents the proportionate share of those pipes and mains that serve the Second Reservoir; and Part 2 consists of \$2,400,874.00 paid for the construction of the 1040 Reservoir Second Tank improvements and upgrades, which were conveyed to the

**SNOQUALMIE RIDGE WATER STORAGE AND SUPPLY FACILITIES  
LATECOMER AGREEMENT - 4**

City in 2007. The total storage capacity created by the Facilities is 3,292 ERUs. The reimbursement amount per ERU is derived by dividing each part of the total Facilities cost by the number of ERUs, as follows:

Part 1: \$1,391,496 divided by 3,292 ERUs, or \$422.69/ERU; and

Part 2: \$2,400,874 divided by 3,292 ERUs, or \$729.31/ERU.

1.13. Chapter 35.91 RCW exempts from the obligation to contribute to latecomer reimbursement those property owners that contributed to the original cost of construction of the facilities subject to reimbursement. SR II Dev. LLC and Quadrant paid the full original cost of the Facilities. In addition, the developer of Kimball Creek Village (see **EXHIBIT C**) contributed to the cost of construction in an amount determined through the City's mixed use final plan approval for that project. The Parties agree that the following-described properties shall be deemed exempt from application of the Latecomers Charge authorized herein and shall be referred to herein as the "Exempt Properties:"

1.13.1. Exempt Properties - Snoqualmie Ridge: All properties within the boundaries of Snoqualmie Ridge, as approved in the SR Final Plan and delineated at **EXHIBIT B** attached hereto to the extent that such property is developed consistent with, and at a development intensity not exceeding water storage demand associated with uses approved in, the Snoqualmie Ridge MUFPP as it existed on October 31, 2007. New or expanded connections within Snoqualmie Ridge that exceed the water storage demand assumptions associated with the Snoqualmie Ridge MUFPP and Development Standards, as such approvals exist on October 31, 2007, shall be deemed non-exempt uses subject to reimbursement under Section 2.1.1.

1.13.2. Exempt Properties - SR II Dev. LLC: That property that is subject to the SR II MUFPP and to which Quadrant held title upon annexation to the City, as legally described at **EXHIBIT A(1) AND A(2)**, provided, however, that any properties owned by Quadrant at the time of annexation but which are subsequently transferred to the Snoqualmie Valley School District in exchange for another parcel within SR II shall not be deemed exempt. Properties within the boundaries of SR II, but to which Quadrant did not hold title to upon annexation, are not Exempt Properties.

1.13.3. Exempt Properties - Kimball Creek Village: That property subject to the Kimball Creek Village Mixed Use Final Plan approval, as it exists on September 22, 2006, and shown on **EXHIBIT C** hereto.

## SNOQUALMIE RIDGE WATER STORAGE AND SUPPLY FACILITIES LATECOMER AGREEMENT - 5

1.13.4. Exempt Properties - City Municipal Campus: That property owned by the City and used as a municipal campus site, including but not limited to the City of Snoqualmie Fire Station, as legally described at **EXHIBIT D**.

1.14. It is the intent of the parties that all properties that connect to or expand their usage of the City's water supply system in reliance upon the storage capacity of the Facilities, directly or indirectly, be required to reimburse a fair pro rata share of the cost of the Facilities, pursuant to the terms and conditions below, with the exception of the Exempt Properties defined in paragraph 1.13 unless they are developed at an intensity exceeding the exemption provided therein, in which case the net increase in use of the Facilities shall be subject to the Latecomer Reimbursement. In no event shall the Latecomer Charge be assessed against SR II Dev. LLC or Quadrant, as original contributors of the cost of construction and beneficiaries of this Agreement. In no event shall the Latecomer Charge be assessed against Benefited Properties for which connection to City water is made to mitigate for impacts to well water users caused by Snoqualmie Ridge or SR II development.

1.15. 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. REIMBURSEMENT PROVISIONS**

2.1.1. **Reimbursement by Non-Exempt Latecomers.** Pursuant to RCW 35.91.020, the City shall collect the sum calculated in Section 1.12 (restated here as: Part 1 - \$422.69/ERU and Part 2 - \$729.31/ERU) as the owner's fair pro rata share, from the owner of any of the Benefited Properties not qualifying as an Exempt Property under Section 1.13, prior to granting a permit or otherwise authorizing a Benefited Property to tap into, connect to, or use the City's water supply system in reliance upon the storage capacity of the Facilities. Where a Benefited Property has an existing connection to the City's water system, that Property shall not be subject to the Latecomer Charge unless an additional connection is added or the existing connection is expanded or used to serve a new and/or intensified use of the property that results in a net increase in demand on the City's water system, as calculated in ERUs. In the case of an expansion of use through an existing connection, only the net increase in ERUs shall be subject to the Latecomer Charge under this Latecomer Agreement and furthermore, only to the extent that the expanded use is permitted or authorized in reliance upon the 1040 Reservoir site

or the Facilities. The City shall remit amounts so collected to Quadrant within 60 days of receipt.

**2.1.2. Benefited Properties.** Benefited Properties shall be those properties within the City's water service area or UGA, and any properties to which the City extends water service by contract, to the extent that such properties utilize storage capacity or fire flow created by the 1040 Reservoir Site. The potential area of Benefited Properties is shown on **EXHIBIT E**. The City shall include provision for reimbursement under this Agreement in any contract for water service within or outside the City's water service area and shall include an express statement that such latecomer amount shall be paid over to Quadrant.

**2.1.3. Maximum Reimbursement Amount.** The total amount to be reimbursed to SR II Dev. LLC under this Agreement shall not exceed \$660,096.00 (the "Maximum Reimbursement Amount"). Upon confirmation by the City and SR II Dev. LLC that the amounts remitted to SR II Dev. LLC pursuant to paragraph 2.1.2 are equal to the Maximum Reimbursement Amount, the City shall cease its collection of Latecomer Charges pursuant to this Agreement, and this Agreement shall have no further force or effect.

**2.1.4. Recording and Duration.** This Latecomer Agreement shall become effective as to any owner of real estate that qualifies as a non-exempt Benefited Property upon its being recorded at Quadrant's expense with King County. This Agreement shall remain in full force and effect for a period of five years from its effective date for the Part 1 reimbursement amount, and for a period of 15 years from its effective date for the Part 2 reimbursement amount. Non-exempt Benefited Properties that connect to the City's water system subject to this Agreement within the first five years after its effective date shall be subject to both Part 1 and Part 2 reimbursement amounts.

**2.1.5. Successors and Assigns.** SR II Dev. LLC hereby assigns any and all of its interest in and right to reimbursement under this Latecomer Agreement to Quadrant and hereby authorizes the City to pay to Quadrant any and all benefits accruing hereunder. In the event of the assignment or transfer of Quadrant's rights or benefits under this Latecomer Agreement voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing hereunder, after written notice of the assignment, to such successor, assign, or transferee. In the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this Agreement or other parties that the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the parties whom any court having jurisdiction over

such interpleader action shall determine to have accrued benefits under this Agreement. In such action, the City shall be entitled to recover its reasonable attorney's fees and costs, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

## **2.2. GENERAL PROVISIONS**

**2.2.1. 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 Latecomer Agreement, and are incorporated into this Agreement as integral terms hereof.

**2.2.2. Assignment.** Quadrant 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 Quadrant's corresponding obligations hereunder in writing. No such assignment shall release Quadrant from any of its obligations to the City under this Agreement, or any other agreement between Quadrant and the City, except as any subsequent agreement expressly so provides.

**2.2.3. Indemnification.** Except as otherwise provided herein, Quadrant 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 enforcement of this Agreement, except to the extent resulting from any gross negligence or intentional act or omission of the City or its officers, agents or employees in performance of the Agreement.

**2.2.4. Notices.** All notices under this Agreement shall be 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 a party may specify in writing:

**City:**

City of Snoqualmie – City Clerk  
P.O. Box 987  
Snoqualmie, WA 98065

**With a copy to:**

Pat Anderson  
City Attorney  
P.O. Box 924  
Snoqualmie, WA 98065

**Quadrant:**

David Dorothy, General Manager  
Quadrant Homes  
14725 SE 36th Street  
Bellevue, WA 98006

**With a copy to:**

Hillis Clark Martin & Peterson  
Attn: Ann M. Gygi  
1221 Second Ave., Suite 500  
Seattle, WA 98101-2925

2.2.5. **Enforcement.** Venue and jurisdiction to enforce all obligations under this Agreement shall lie exclusively in the King County Superior Court. Some of 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.

2.2.6. **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.

2.2.7. **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.

2.2.8. **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.

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

SNOQUALMIE RIDGE WATER STORAGE AND SUPPLY FACILITIES  
LATECOMER AGREEMENT - 9

2.2.10. **Recording.** Quadrant shall cause this Agreement to be recorded with the King County Department of Records and Elections at its sole expense.

**CITY OF SNOQUALMIE**

  
\_\_\_\_\_  
Matthew R. Larson, Mayor

**THE QUADRANT CORPORATION**

  
\_\_\_\_\_  
David Dorothy  
Vice President/General Manager

**SNOQUALMIE RIDGE II DEVELOPMENT LLC,**  
a Washington limited liability company

By: The Quadrant Corporation

Its: Managing Member

By:   
\_\_\_\_\_  
Name: David E. Dorothy  
\_\_\_\_\_  
Its: Vice President  
\_\_\_\_\_

**SNOQUALMIE RIDGE WATER STORAGE AND SUPPLY FACILITIES  
LATECOMER AGREEMENT - 10**

ND: 11101.217 4848-4436-4033v6 9/24/2008

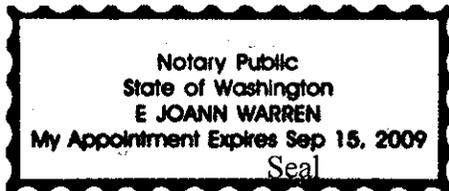
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this 22<sup>nd</sup> day of September, 2008, before me, the undersigned, a Notary Public duly commissioned and sworn, personally appeared MATTHEW R. LARSON, to me known to be the Mayor of the City of Snoqualmie, and acknowledged the said instrument to be the free and voluntary act of said municipal corporation, for the uses and purposes therein stated, and on oath stated that he is authorized to execute the said instrument.

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: September 15, 2009

SNOQUALMIE RIDGE WATER STORAGE AND SUPPLY FACILITIES  
LATECOMER AGREEMENT - 11

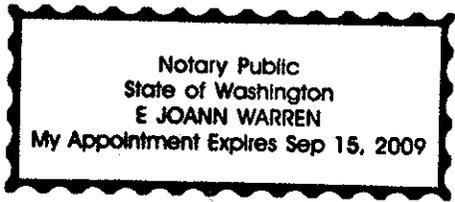
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this 24<sup>th</sup> day of September, 2008, personally appeared before me David Dorothy, to me known to be the Vice President and General Manager of THE QUADRANT CORPORATION, a Washington corporation, the company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

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

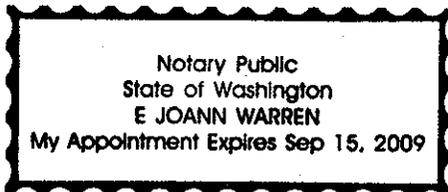


E. Joann Warren  
Printed Name E Joann Warren  
NOTARY PUBLIC in and for the State of Washington,  
residing at maple valley  
My Commission Expires 9-15-09

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this 24<sup>th</sup> day of September, 2008, personally appeared before me David Norathy, to me known to be the Vice President / Manager of The Quadrant Corporation, the Managing Member of SNOQUALMIE RIDGE II DEVELOPMENT LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

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 9-15-09

SNOQUALMIE RIDGE WATER STORAGE AND SUPPLY FACILITIES  
LATECOMER AGREEMENT - 13



Quadrant Corporation  
Job No. 129-051-980-0043  
August 12, 2005

**Exhibit A-1**

**LEGAL DESCRIPTION FOR  
SNOQUALMIE RIDGE II  
SUBJECT TO RESIDENTIAL CCR'S**

The west half of the northwest quarter of Section 26, Township 24 North, Range 7 East, W.M., King County, Washington; EXCEPT that portion thereof conveyed by that deed recorded under King County Recording No. 9711041526; AND EXCEPT the following described portion thereof:

BEGINNING at the northeast corner of said subdivision;

THENCE along the east line thereof, S 01°12'03" W, 44.12 feet;

THENCE N 32°40'41" W, 53.07 feet to the north line of said subdivision;

THENCE along said north line, S 88°53'32" E, 29.58 feet to the POINT OF BEGINNING;

TOGETHER WITH Parcels 5, 6 and 7 of that Amended Record of Survey recorded as a parcel segregation under King County Recording No. 9408179003, situate in Section 27, Township 24 North, Range 7 East, W.M., King County, Washington;

ALSO TOGETHER WITH Section 35, Township 24 North, Range 7 East, W.M., King County, Washington; EXCEPT Parcel 20 of King County Exemption L96M0090 as depicted on that map recorded under King County Recording No. 9610010236; AND EXCEPT those portions thereof dedicated for road purposes by instruments recorded under King County Recording Nos. 7302260492, 9711262521 and 9904212112; AND EXCEPT portions thereof dedicated for storm drainage purposes by instruments recorded under King County Recording Nos. 9904212114 and 9904212115; AND EXCEPT any portion thereof lying northerly and easterly of the following described line:

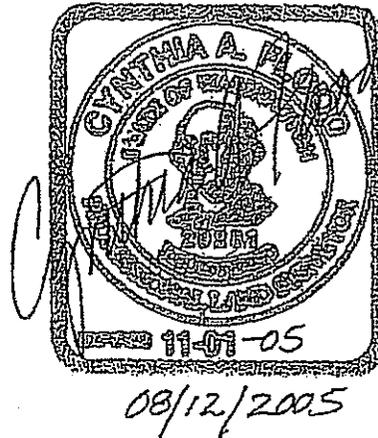
COMMENCING at the northeast corner of said Section 35;

THENCE along the east line of said section, S 01°40'23" W, 2301.10 feet to the TRUE POINT OF BEGINNING;

33915 1st Way South Suite 200 Federal Way, WA 98003	Tel (253) 838 6113 Fax (253) 838 7104 Toll Free (800) 345 5694	Bellevue (425) 415 6144 www.esmcivil.com	Civil Engineering Project Management Land Surveying	Land Planning Public Works
---	--	---	---	-------------------------------

Exhibit A-1

THENCE S 48°49'11" W, 216.63 feet;  
THENCE N 70°20'21" W, 298.65 feet;  
THENCE N 61°37'19" W, 620.12 feet;  
THENCE N 35°54'28" W, 391.79 feet;  
THENCE N 82°04'54" W, 669.49 feet;  
THENCE N 31°28'35" W, 438.24 feet;  
THENCE S 85°08'59" W, 542.89 feet;  
THENCE N 63°38'37" W, 110.06 feet;  
THENCE N 59°06'32" W, 200.21 feet;  
THENCE N 50°30'19" W, 384.76 feet;  
THENCE N 82°11'34" W, 351.03 feet;



THENCE N 65°14'51" W, 442.93 feet to the west line of the east half of the northwest quarter of said Section 35;

THENCE along said west line, N 00°37'46" E, 727.14 feet to the northerly line of said northwest quarter AND the terminus of said line;

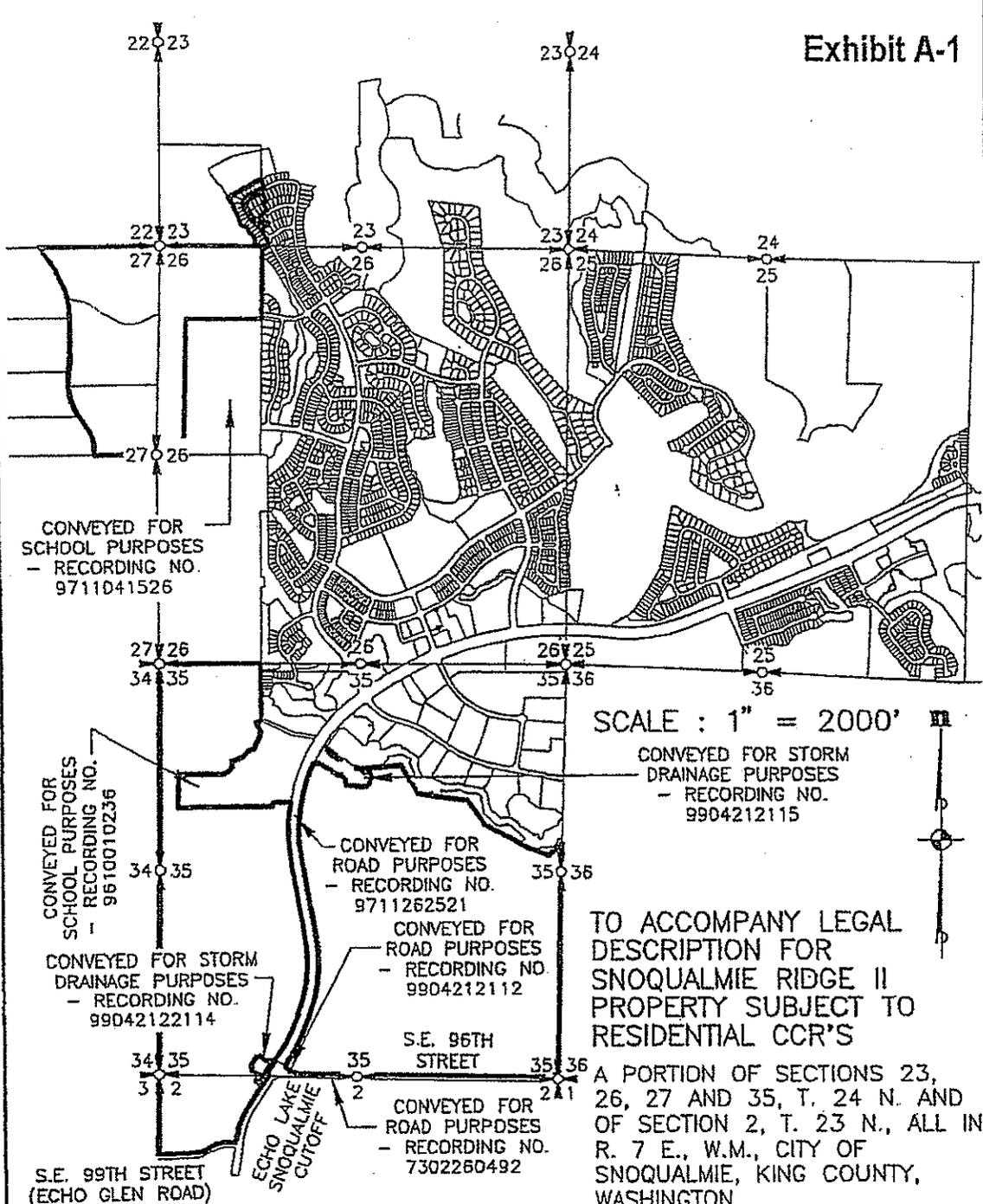
ALSO TOGETHER WITH King County Short Plat No. 185057 as recorded under King County Recording No. 8703061999, situate in Section 2, Township 23 North, Range 7 East, W.M., King County, Washington; EXCEPT that portion thereof dedicated for storm drainage purposes by instrument recorded under King County Recording No. 9904212114;

ALSO TOGETHER WITH Lots 1 through 28, inclusive, of the plat of "Snoqualmie Ridge Plat 18 - Parcel N" as recorded in Volume 229 of Plats, Pages 28 through 33, inclusive, under Recording No. 20050719000411, Records of King County, Washington.

See attached Exhibit "B".

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

**Exhibit A-1**



SCALE : 1" = 2000'

CONVEYED FOR STORM DRAINAGE PURPOSES - RECORDING NO. 9904212115

TO ACCOMPANY LEGAL DESCRIPTION FOR SNOQUALMIE RIDGE II PROPERTY SUBJECT TO RESIDENTIAL CCR'S

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

	<b>CONSULTING ENGINEERS LLC</b>		
	33915 1st Way South Federal Way, WA 98003		
www.esmcivil.com		FEDERAL WAY (253) 838-8113 BORNELL (425) 415-8144	
Civil Engineering Public Works	Land Surveying Project Management	Land Planning Landscape Architecture	

JOB NO. 129-051-980-0043  
 DWG : 129\51\980\EXHIBITS\SR-03  
 DATE : 08-12-2005  
 DRAWN : C.A.F.  
 SHEET 1 OF 1



Quadrant Corporation  
Job No. 129-051-982-0003  
June 3, 2004

**EXHIBIT A(2)**

That portion of the southwest quarter of Section 24, 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 24, being a 2" iron pipe, broken off at base as shown on that Record of Survey by ESM, Inc., recorded in Volume 84 of Surveys, Page 59, under King County Recording No. 9112029004;

THENCE along the south line of said section, S 87°03'05" E, 238.88 feet to the TRUE POINT OF BEGINNING;

THENCE N 07°46'01" E, 7.53 feet;

THENCE N 04°10'37" W, 43.54 feet;

THENCE N 13°40'24" E, 35.92 feet;

THENCE N 03°20'57" W, 94.60 feet;

THENCE N 16°41'05" W, 91.61 feet;

THENCE N 11°11'52" W, 88.23 feet;

THENCE N 24°10'13" E, 60.15 feet;

THENCE N 79°18'50" E, 58.62 feet;

THENCE S 61°28'18" E, 62.78 feet;

THENCE N 38°28'49" E, 38.91 feet;

THENCE S 57°26'19" E, 20.51 feet;

720 South 340th Street Federal Way WA 98003	Tel (253) 838 6113 Fax (253) 838 7104 www.esmcivil.com	Tacoma (253) 727 8619 Seattle (206) 623 5911 Bremerton (360) 792 3375	Civil Engineering Project Management Land Surveying	Land Planning Public Works
--	--	---	---	-------------------------------

THENCE S 08°52'41" W, 39.17 feet;

THENCE S 36°14'04" E, 94.97 feet;

THENCE S 79°50'39" E, 61.04 feet;

THENCE N 52°49'14" E, 74.18 feet;

THENCE S 56°40'25" E, 71.70 feet;

THENCE S 87°51'24" E, 66.30 feet;

THENCE N 37°13'07" E, 42.44 feet;

THENCE N 15°07'17" W, 54.45 feet;

THENCE N 39°55'21" W, 73.31 feet;

THENCE N 23°15'04" E, 47.61 feet;

THENCE N 33°32'54" W, 60.30 feet;

THENCE N 85°56'56" W, 47.56 feet;

THENCE N 00°52'50" W, 64.64 feet to the southerly line of that parcel conveyed to the City of Snoqualmie by instrument recorded under Recording No. 20010801000024;

THENCE along said southerly line, N 45°31'36" E, 150.09 feet;

THENCE continuing along said southerly line, S 49°22'07" E, 67.24 feet to a point of curvature;

THENCE continuing along said southerly line, southeasterly 76.31 feet along the arc of a tangent curve to the right, having a radius of 205.75 feet, through a central angle of 21°14'59" to a point of tangency;

THENCE continuing along said southerly line, S 28°07'08" E, 150.18 feet to a point of curvature;

THENCE continuing along said southerly line, southeasterly 101.57 feet along the arc of a tangent curve to the right, having a radius of 175.00 feet, through a central angle of 33°15'11" to a point of reverse curvature;

THENCE continuing along said southerly line, southeasterly 37.78 feet along the arc of a tangent curve to the left, having a radius of 25.00 feet, through a central angle of  $86^{\circ}35'36''$  to a point of tangency;

THENCE continuing along said southerly line, S  $81^{\circ}27'33''$  E, 72.32 feet;

THENCE continuing along said southerly line, N  $08^{\circ}32'28''$  E, 165.90 feet;

THENCE continuing along said southerly line, S  $72^{\circ}32'36''$  E, 28.95 feet;

THENCE continuing along said southerly line, N  $07^{\circ}33'50''$  E, 17.60 feet;

THENCE S  $54^{\circ}00'17''$  E, 1.93 feet;

THENCE S  $75^{\circ}26'19''$  E, 37.94 feet;

THENCE S  $63^{\circ}11'33''$  E, 53.38 feet;

THENCE S  $50^{\circ}43'02''$  E, 59.69 feet;

THENCE S  $52^{\circ}26'45''$  E, 53.13 feet;

THENCE S  $41^{\circ}40'09''$  E, 66.67 feet;

THENCE S  $29^{\circ}49'39''$  E, 60.28 feet;

THENCE S  $46^{\circ}07'42''$  E, 57.84 feet;

THENCE S  $41^{\circ}51'22''$  E, 72.28 feet;

THENCE S  $56^{\circ}44'28''$  E, 129.89 feet;

THENCE S  $71^{\circ}45'33''$  E, 101.23 feet;

THENCE S  $80^{\circ}55'26''$  E, 49.88 feet;

THENCE S  $75^{\circ}56'52''$  E, 36.61 feet;

THENCE N  $45^{\circ}37'01''$  E, 19.23 feet;

THENCE N  $69^{\circ}09'39''$  E, 27.09 feet;

THENCE N  $57^{\circ}38'20''$  E, 49.43 feet;

WRECO  
September 5, 2001  
Page 4

THENCE N 70°04'40" E, 58.68 feet;  
THENCE S 67°22'24" E, 43.72 feet;  
THENCE S 62°17'27" E, 27.70 feet;  
THENCE S 64°13'29" E, 33.45 feet;  
THENCE S 13°03'17" E, 39.75 feet;  
THENCE S 23°00'40" E, 51.17 feet;  
THENCE S 61°33'33" E, 36.39 feet;  
THENCE S 81°42'32" E, 30.47 feet;  
THENCE S 63°24'20" E, 38.71 feet;  
THENCE S 24°13'11" E, 44.81 feet;  
THENCE S 16°43'52" W, 29.31 feet to said south line of Section 24;

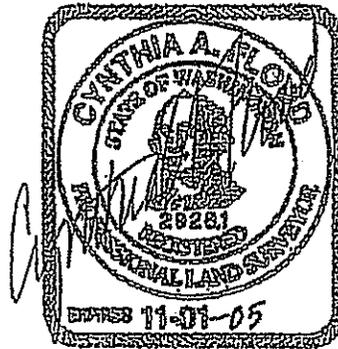
THENCE along said south line N 87°03'05" W, 1773.80 feet to the TRUE POINT OF BEGINNING;

EXCEPT any portion thereof contained within that parcel conveyed to the City of Snoqualmie by instrument recorded under Recording No. 20010801000024.

See attached Exhibit (A)(2)-X

Written by: D.J.H.  
Checked by: C.A.F.

\\esm-jobst1291511982\document\12951-3.doc

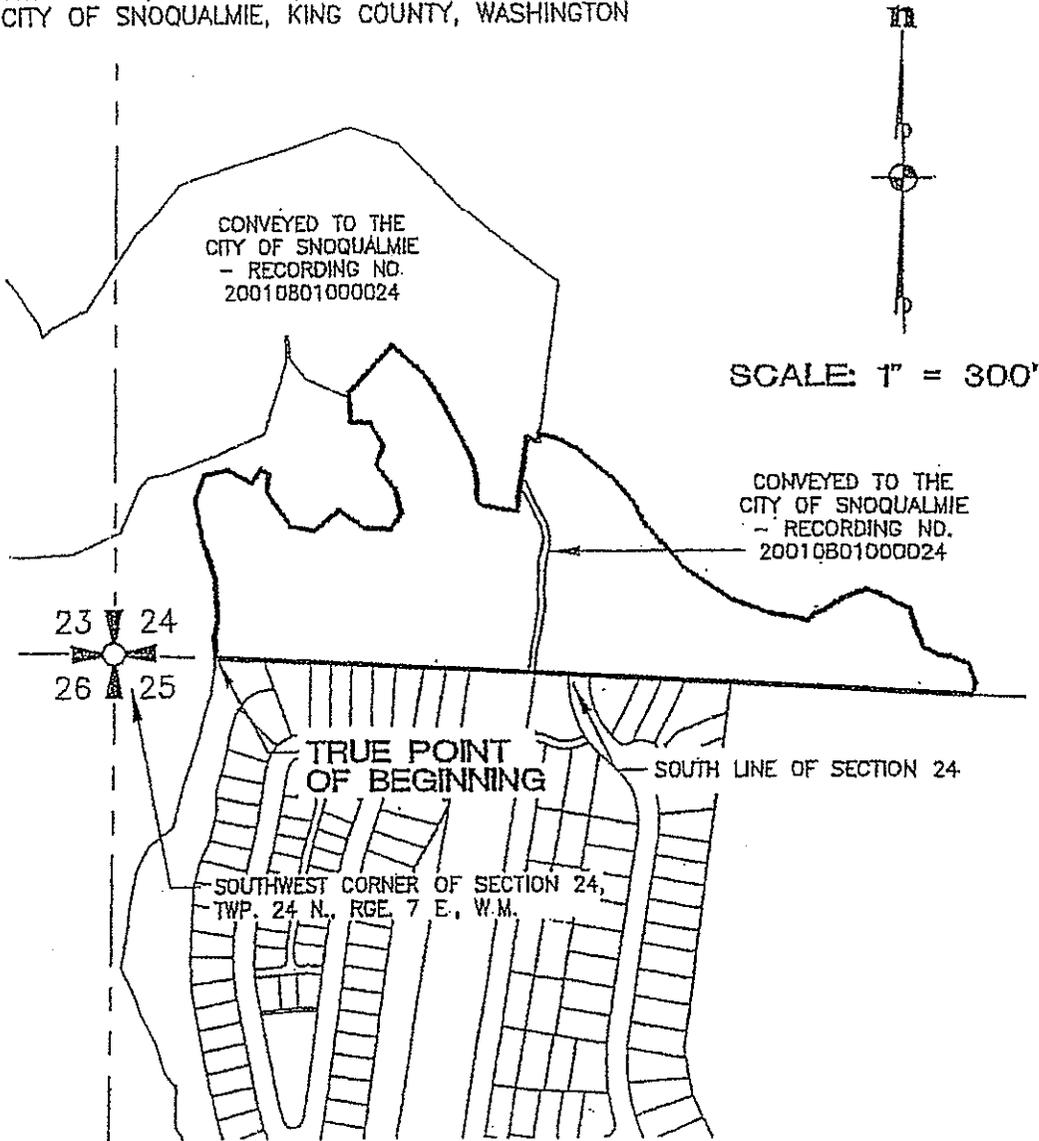


06/04/2004

# EXHIBIT (A)(2)-X

TO ACCOMPANY LEGAL DESCRIPTION FOR  
SR II NORTHEAST AREA

A PORTION OF THE SW 1/4 OF SECTION 24,  
TWP. 24 N., RGE. 7 E., W.M.,  
CITY OF SNOQUALMIE, KING COUNTY, WASHINGTON



CONSULTING ENGINEERS L.L.C.

720 S. 848th Street  
Federal Way, WA 98003



FEDERAL TAX (252) 638-8113  
COUNCIL (415) 415-8142

[www.esmcivil.com](http://www.esmcivil.com)

Civil Engineering  
Public Works

Land Surveying  
Project Management

Land Planning  
Landscape Architecture

JOB NO. 129-052-003-0001

DRAWING NAME: SR-03

DATE : 06-03-2004

DRAWN : D.J.H./C.A.F

SHEET 1 OF 1



Job No. 129-05-941-017  
Snoqualmie Ridge  
April 17, 1997

## Exhibit B

### LEGAL DESCRIPTION

That portion of Sections 23, 25, 26, and 35, Township 24 North, Range 7 East, W.M., King County, Washington, more particularly described as follows:

BEGINNING at the southwest corner of said Section 25;

THENCE along the south line of said Section 25, S 87°28'37" E, 2616.08 feet to the south quarter corner thereof;

THENCE continuing along said south line, S 87°02'58" E, 2612.81 feet to the southeast corner of said Section 25;

THENCE along the east line of said Section 25, N 01°21'01" E, 2646.57 feet to the east quarter corner;

THENCE continuing along said east line, N 02°05'12" E, 1160.41 to the south line of the north 1580 feet of the northeast quarter of said Section 25;

THENCE along said south line, N 88°53'29" W, 1580.23 feet to the west line of the east 1580 feet of said northeast quarter;

THENCE along said west line, N 02°05'12" E, 1580.23 feet to the north line of said Section 25;

THENCE along said north line, N 88°53'29" W, 1084.04 feet to the north quarter corner thereof;

THENCE continuing along said north line, N 87°03'05" W, 2629.31 feet to the northwest corner of said Section 25, also being the southeast corner of said Section 23;

THENCE along the east line of said Section 23, N 00°56'29" E, 1261.14 feet to the northeast corner of the south half of the southeast quarter of said Section 23;

THENCE along the north line of said south half, N 88°27'10" W, 2697.93 to the northwest corner thereof;

THENCE along the north line of the southeast quarter of the southwest quarter of said Section 23, N 88°27'48" W, 1355.24 feet to the northwest corner thereof;

**Exhibit B**

THENCE along the west line of said subdivision, S 00°31'25" W, 1290.84 feet to the north line of Section 26;

THENCE along the west line of the east half of northwest quarter of said Section 26, S 01°12'03" W, 2676.86 feet to the north line of the southwest quarter of said Section 26;

THENCE along the west line of the east half of said southwest quarter, S 00°32'56" W, 2678.54 feet to the north line of said Section 35;

THENCE along the west line of the east half of the northwest quarter of said Section 35, S 00°37'46" W, 727.14 feet;

THENCE S 65°14'51" E, 442.93 feet;

THENCE S 82°11'34" E, 351.03 feet;

THENCE S 50°30'19" E, 384.76 feet;

THENCE S 59°06'32" E, 200.21 feet;

THENCE S 63°38'37" E, 110.06 feet;

THENCE N 85°08'59" E, 542.89 feet;

THENCE S 31°28'35" E, 438.24 feet;

THENCE S 82°04'54" E, 669.49 feet;

THENCE S 35°54'28" E, 391.79 feet;

THENCE S 61°37'19" E, 620.12 feet;

THENCE S 70°20'21" E, 298.65 feet;

THENCE N 48°49'11" E, 216.63 feet to the east line of said Section 35;

THENCE along the said east line, N 01°40'23" E, 2301.10 feet to the POINT OF BEGINNING;

Snoqualmie Ridge  
Page Three  
April 17, 1997

## Exhibit B

EXCEPT that portion of the southeast quarter of said Section 25 conveyed to the City of Snoqualmie by instrument filed in Volume 4193 of Deeds, Page 296, Record Number 5331569, Records of King County, Washington.

Containing 1342.3 acres, more or less.

See attached Exhibit "B".

Written by: C.A.F.  
Checked by: R.S.M.

Legal/1290547

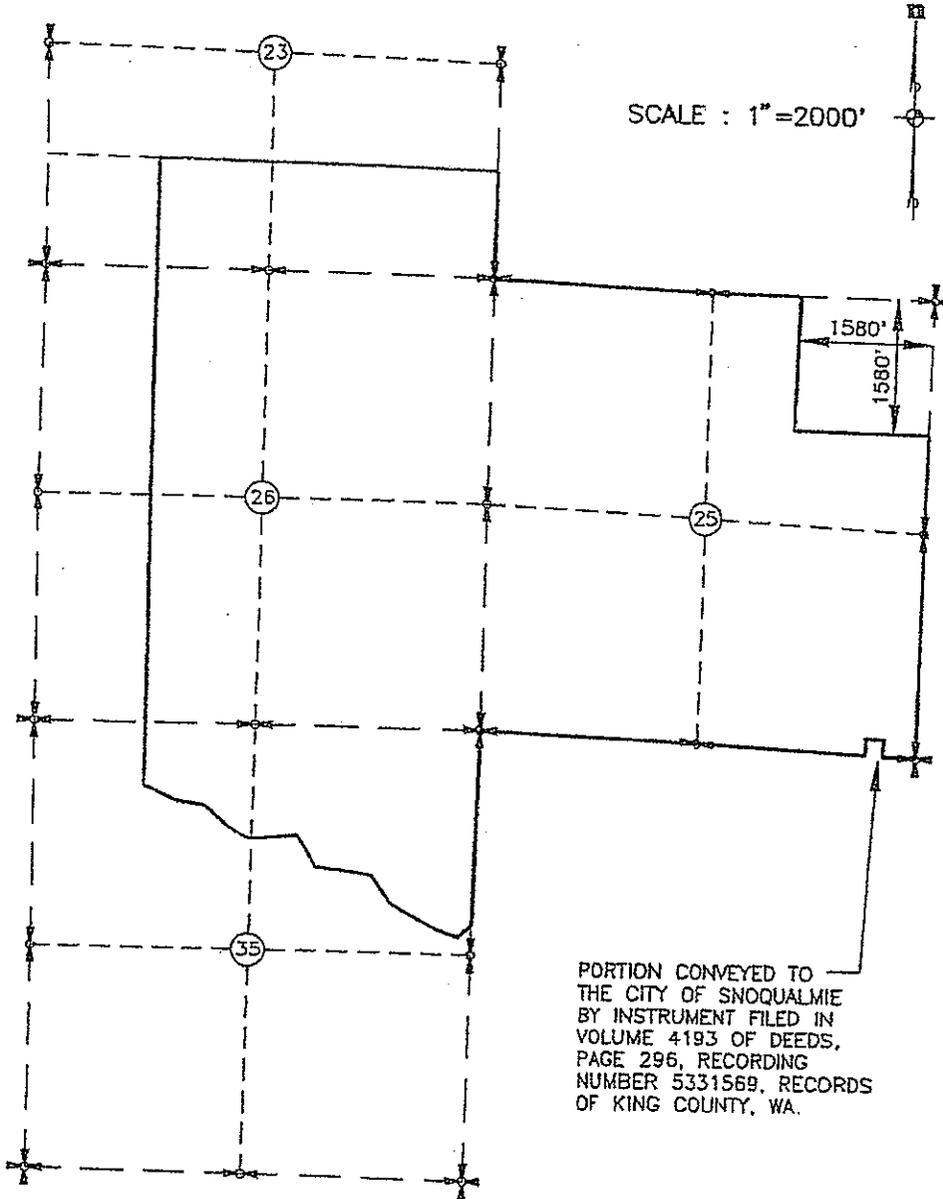


04-22-97

# EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION

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



PORTION CONVEYED TO  
THE CITY OF SNOQUALMIE  
BY INSTRUMENT FILED IN  
VOLUME 4193 OF DEEDS,  
PAGE 296, RECORDING  
NUMBER 5331569, RECORDS  
OF KING COUNTY, WA.

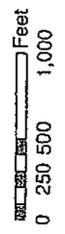


**ESM inc.**  
A CIVIL ENGINEERING AND SURVEYING FIRM  
720 S. 348th STREET  
FEDERAL WAY, WASHINGTON 98003  
PHONE : [206] 836-6113

JOB NO. 129-05-941-017  
DRAWING NAME : 129\05\941\EXH-B  
DATE : 04-22-97  
DRAWN : R.J.W./C.A.F.  
SHEET 1 OF 1

City of Snoqualmie Zoning Map  
 Section 30, T.24N, R.8E.  
 April 2005

- Legend**
- City Limits
  - Parcels
  - Streets
  - Snoqualmie River
  - Lake
  - Business Retail 1
  - Business Retail 2
  - Business General
  - Business Office
  - Office Park
  - Planned Com./Industrial
  - Planned Residential
  - Mixed Use
  - Constrained Residential
  - Single Family Residential
  - Resource Extraction
  - Utility Park
  - Open Space 1
  - Open Space 2
  - Open Space 3

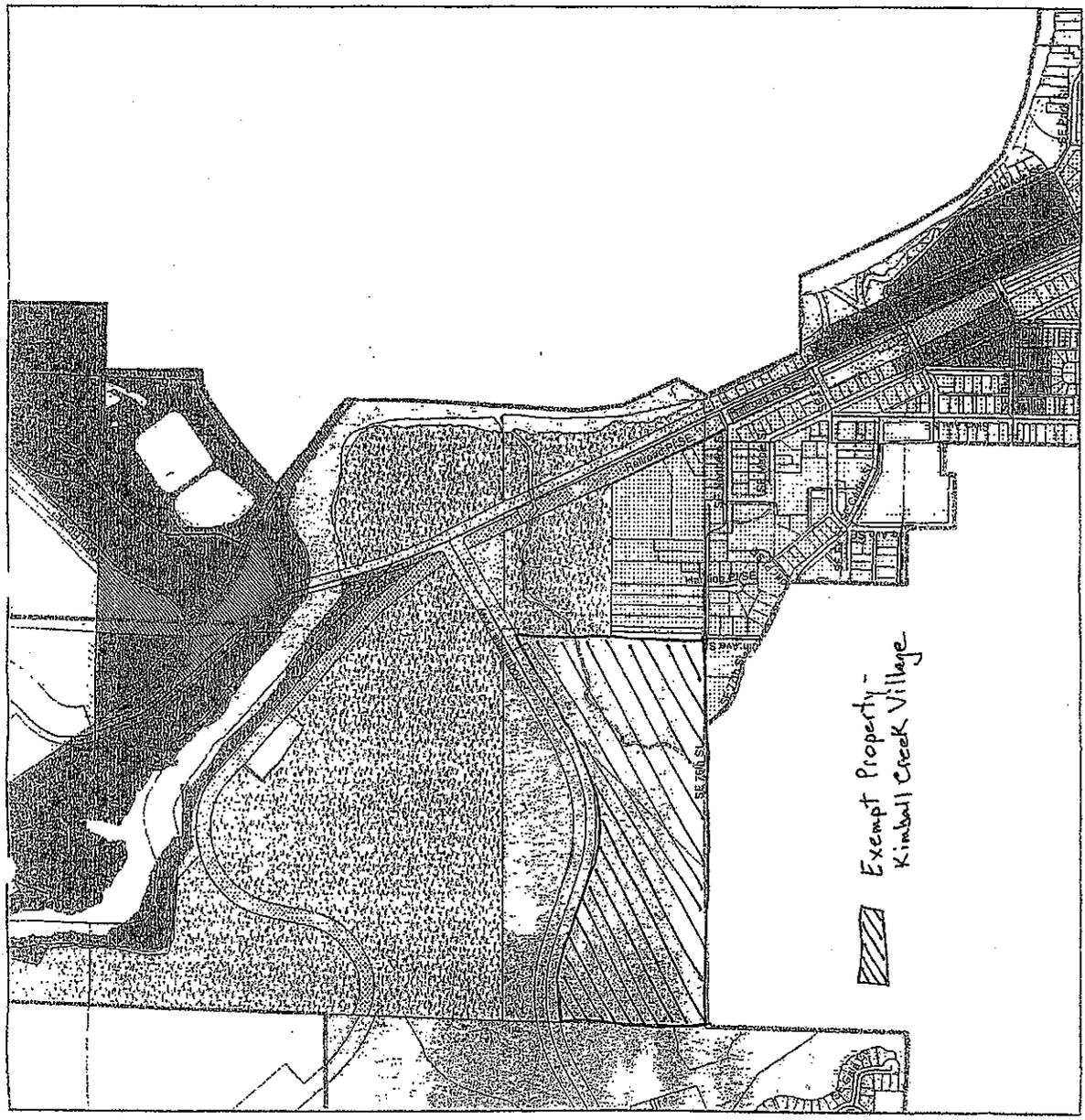


Authenticated:

Mayor \_\_\_\_\_ Date \_\_\_\_\_

Attest:

City Clerk \_\_\_\_\_ Exhibit C





City of Snoqualmie  
Job No. 999-01-281  
May 10, 2001

### Exhibit D

## LEGAL DESCRIPTION PROPOSED CITY OF SNOQUALMIE PUBLIC FACILITY

That portion of the northwest quarter and of the southwest quarter of Section 30, Township 24 North, Range 8 East, W.M., City of Snoqualmie, King County, Washington, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 30, as shown on that Record of Survey by ESM, Inc., recorded in Volume 84 of Surveys, Page 59, Recording No. 9112029004, Records of King County, Washington;

THENCE along the west line of said southwest quarter of Section 30, N 01°21'01" E, 2426.30 feet to the northerly margin of the Snoqualmie Parkway;

THENCE along said northerly margin, easterly 565.76 feet along the arc of a non-tangent curve to the right, having a radius of 1160.00 feet, the radius point of which bears S 09°11'52" E, through a central angle of 27°56'40" to a point of tangency;

THENCE continuing along said northerly margin, S 71°15'12" E, 467.50 feet to a point of curvature;

THENCE continuing along said northerly margin, southeasterly 197.73 feet along the arc of a tangent curve to the left, having a radius of 1010.00 feet, through a central angle of 11°13'02" to the TRUE POINT OF BEGINNING;

THENCE N 05°49'39" E, 488.92;

THENCE S 84°10'21" E, 600.00 feet;

THENCE S 05°49'39" W, 313.15 feet to a point of curvature on said northerly margin of the Snoqualmie Parkway;

720 South 348th Street Federal Way WA 98003	Tel (253) 838 6113 Fax (253) 838 7104 www.esmcivil.com	Tacoma (253) 927 0619 Seattle (206) 623 5911 Bremerton (360) 792 3375	Civil Engineering Project Management Land Surveying	Land Planning Public Works
--	--	---	---	-------------------------------

### Exhibit D

THENCE along said northerly margin, southwesterly 635.65 feet along the arc of a non-tangent curve to the right, having a radius of 1010.00 feet, the radius point of which bears N 28°31'49" W, through a central angle of 36°03'35" to the TRUE POINT OF BEGINNING.

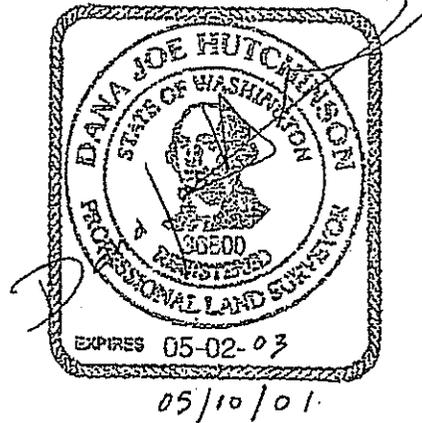
Containing 6.00 acres, more or less.

See attached Exhibit "B".

Written by: D.J.H.

Checked by: C.A.F.

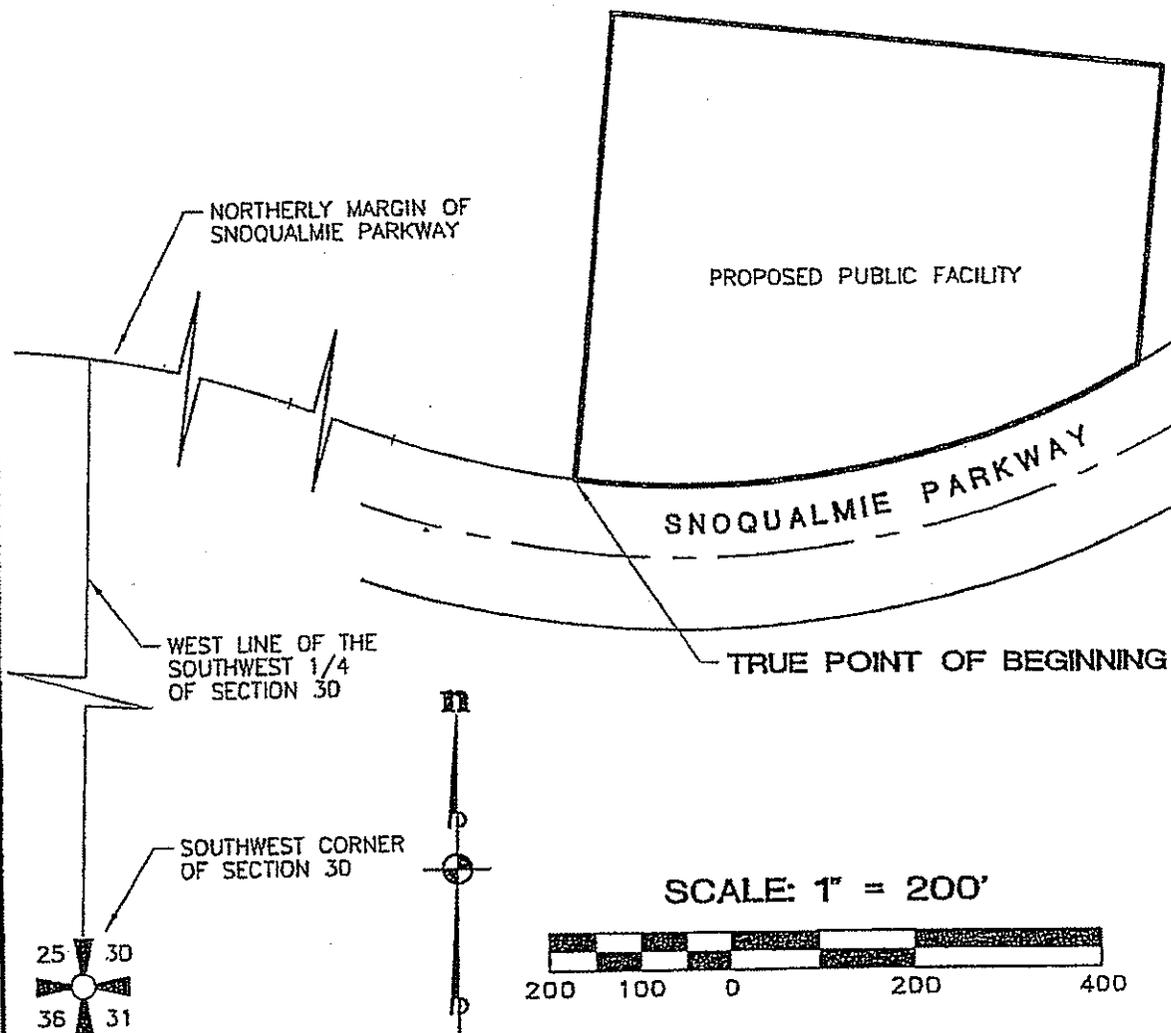
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# Exhibit D

TO ACCOMPANY LEGAL DESCRIPTION FOR PROPOSED  
CITY OF SNOQUALMIE PUBLIC FACILITY

A PORTION OF THE SW 1/4 AND OF THE NW 1/4 OF  
SECTION 30, TWP. 24 N., RGE. 8 E., W.M.,  
CITY OF SNOQUALMIE, KING COUNTY, WASHINGTON



CONSULTING ENGINEERS LLC

720 S. 348th Street  
Federal Way, WA 98003



FEDERAL WAY (206) 838-6100  
BOTHELL (425) 415-6144  
BREMERTON (360) 792-3275

[www.esmcivil.com](http://www.esmcivil.com)

Civil Engineering  
Public Works

Land Surveying  
Project Management

Land Planning  
Landscape Architecture

JOB NO. 999-01-281

DWG: 129\05\941\PLOTS\EXH-B1

DATE : 05-11-01

DRAWN : DJH

SHEET 1 OF 1