

AFTER RECORDING, RETURN TO:

City Clerk  
City of Bothell  
18305 - 101st N.E.  
Bothell, WA 98011

49/55

**CONSERVATION EASEMENT**

**THIS CONSERVATION EASEMENT** is granted this 1 day of JAN, ~~1995~~ <sup>1996</sup>, by Wayne Golf Course, Inc., a Washington corporation, having an address at 16721 - 96th Avenue N.E. Bothell, Washington (collectively hereinafter referred to as "Grantor"), in favor of the City of Bothell, a Washington municipal corporation (hereinafter referred to as "Grantee").

**RECITALS**

A. Grantor is the sole owner in fee simple of certain real property located in the City of Bothell, King County, Washington, more particularly described on Exhibit A attached hereto and incorporated by this reference (the "Property").

B. The Property possesses natural, scenic, open space, water resource, and recreational value (collectively "Conservation Values") of great importance to Grantors, the people of the City of Bothell, the people of King County, and the people of the State of Washington.

C. In particular, the Property now serves as a view corridor adjacent to the Burke-Gilman Trail and State Route 522 providing scenic value to the public and open space in forming a greenway adjacent to the Sammamish River, and providing recreational open space in the form of a golf course.

D. In March 1993, the King County Council passed Ordinance 10750 which authorized the 1993 Regional Conservation Futures Acquisition Program and declared the Council's intent to issue bonds to finance the acquisition of public open spaces, including acquisition of development rights by easement, funded through the Conservation Futures Tax levy to pay the principal and interest on such bonds.

E. In October 1993, the King County Council, by Ordinance 11068 approved the allocation of funds to projects, and approved an Interlocal Agreement signed in March 1994, with the City of Bothell to assign funds for the "Burke Gilman/Sammamish River Greenway" project, more particularly included as Exhibit B (the "Interlocal Agreement").

F. The legislatively declared policies of the State of Washington, in the Revised Code of Washington (hereinafter "RCW") Chapter 84.34, provide that it is in the best interest of the

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A6,1 m22 / A2-3,9 m50

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State to maintain, preserve, conserve and otherwise continue in existence, adequate open-space lands and to assure the use and enjoyment of natural resources, and scenic beauty for the economic and social well-being of the State and its citizens.

G. Grantors intend that the Conservation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to use of the Property as a golf course accessible to the general public, existing at the time of this grant, that do not significantly impair or interfere with those Conservation Values.

H. Grantors further intend, as owners of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity, including the right to subdivide or develop the Property for any residential, commercial or industrial purposes (the "Development Rights"), subject to the express conditions of this Agreement.

I. Grantee is an optional municipal code city incorporated under the laws of the State of Washington permitted under RCW 84.34.210 to acquire easements and other rights necessary to protect, preserve, limit for the use of, or otherwise conserve open space land for public use or enjoyment.

J. Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come, subject to the express conditions of this Easement.

**NOW, THEREFORE,** for good and valuable consideration, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Washington and in particular RCW 84.34, RCW 64.04.130 and King County Ordinance 10750, Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. **Grant of Development Rights, Covenants and Conditions.** Pursuant to the laws of the State of Washington and in particular RCW 84.34, Grantor hereby voluntarily grants and conveys to Grantee Development Rights in perpetuity regarding the Property on the terms, covenants, obligations and conditions set forth herein. Grantor expressly intends that this purchase of Development Rights, including all covenants, obligations, and conditions identified herein, shall be binding upon the Grantor, and Grantor's successors and assigns, and shall be deemed a covenant running with and perpetually binding the Property herein.

2. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever in its open space condition and to prevent any use of the Property that will significantly impair or interfere with the preservation of the Property in its current or more natural state, and as a view corridor. "Open space" uses, as used herein, means those uses that

conserve and enhance its natural and scenic resources. One such open space use is the operation of a commercial, privately owned public golf course, which is the current use of the Property. Grantors intend that this Easement will confine the use of the Property to the following activities:

- a. Golf course;
- b. Low impact, passive-use open field recreation uses;
- c. Open-space park facility; provided, however, that activities such as ball fields, courts and gyms are not allowed;
- d. Open field agricultural uses;
- e. Wildlife and/or horticultural uses.

3. **Rights of Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- a. To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property;
- b. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration by the Grantor, its successors, or assigns of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 9.

4. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Grantee acknowledges and agrees that it will neither conduct, engage or permit any such activity or use. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. The subdivision of the Property for any purpose, except as may be required by law for the uses permitted in Section 4.c.;
- b. Any commercial or industrial use of or activity on the Property other than those relating to agriculture, horticulture, passive recreation, or use of the Property as a golf course;
- c. The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, fences, roads, parking lots, trailers,

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towers, antennae, and power generation facilities); provided, however, in the event that the Property described in Exhibit C (the "Back Nine") shall no longer be operated as a golf course or shall be owned in fee by a party other than the fee owner of the Property, the Grantor may, at its option at a specific site mutually negotiated and agreed upon with Grantee acting reasonably and consistent with the Conservation Values of the Property, construct a maintenance building to replace the current maintenance building on the Back Nine which (i) is no more than one (1) story, (ii) is built in a style architecturally consistent with the clubhouse building as it currently exists on the parcel adjacent to the Property or may in the future be modified, (iii) is landscaped and shielded from public view as much as practicable, (iv) does not exceed two thousand (2,000) square feet in floor area, provided, further, that the portion of the Property containing the new maintenance building and the surrounding area used for storage of sand and gravel, storage of other maintenance materials, vehicular access to the maintenance building, and otherwise used to conduct maintenance operations shall be one contiguous parcel not to exceed one-half (1/2) acre. It is expressly understood and agreed that the repair and replacement of all existing buildings, structures and other improvements on the Property is allowed; provided, that the height, size and style of such repairs and replacements shall be consistent with the building, structure or improvement being repaired or replaced, except by Grantee's consent, not to be unreasonably withheld.

d. Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat or sod except as may be required for proper maintenance of the golf course on the Property or as otherwise may be reasonably required in the course of any activity permitted by this Easement. Accordingly, this section expressly allows for the necessary periodic renovation of the golf course to include alterations of greens and tee areas, as well as other areas of the golf course, such that any renovation does not substantially detract from the benefits of the Easement as previously described;

e. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters; provided, that this prohibition shall not be construed as extending to operations and practices (including, without limitation, the use of fertilizer, pesticides, herbicides and fungicides) consistent with standard golf course maintenance or standard ground maintenance for any other permitted activity;

f. The cutting down, or other destruction or removal of live trees and shrubs, except as necessary to control or prevent hazard, disease or fire; provided, however, upon approval of the Grantee trees and shrubs may be pruned, removed, or added on a limited basis as necessary in Grantor's judgment for proper maintenance of the golf course on the Property and the View Corridor.

g. The establishment or maintenance of any commercial feedlot, or any animal husbandry practices on the Property;

h. The dumping or other disposal of wastes, refuse and debris on the Property except pursuant to a permitted use of the Property (such as disposal of grass clippings and brush grown on the Property or other adjacent property held by Grantor);

i. The above-ground installation of new utility systems or extensions of existing utility systems, including, without limitation, water, sewer, power, fuel and communication lines and related facilities, but excluding systems for irrigating the Property, except to the extent, and on such portion of the Property as existing easements in favor of third parties allow;

j. The placement of any signs or billboards on the Property, except those signs (including those necessary or customary now or in the future for operation of the golf course on the Property, such as tee markers/signs) whose placement, number and design do not significantly diminish the scenic character of the Property or the view corridor may be displayed, including those necessary to advertise the Property for sale and rent, to post the Property to control unauthorized entry or use and those signs permitted or required pursuant to Section 20 identifying the Property as part of the King County Conservation Futures Program;

k. The exploration for, or development and extraction of, minerals and hydrocarbons by any surface mining method or any other method that would significantly impair or interfere with the Conversation Values of the Property; and

l. The use on the Property of motorized vehicles except power golf carts and other vehicles as necessary or reasonable for operation and maintenance of the Property.

5. **Reserved Rights.** Grantors reserve to themselves, and to their personal representative, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

6. **Grantee's Maintenance Obligation.** Grantee agrees to provide, on a limited basis, maintenance of the view corridor, as described on Exhibit D, attached hereto and incorporated herein by this reference ("View Corridor"). This maintenance shall consist of the following:

a. As soon as practicable after closing, the installation, at Grantee's expense, of additional fencing along the northern boundary of the Property where it abuts the Burke-Gilman Trail (the "Trail"), such fencing to be of a type and quality consistent with existing fencing along that property line;

b. Annual plant and tree pruning on the Property adjacent to the Trail, in order to ensure clear visibility of the open space along such portion of the Trail as borders the

Property. Grantor and Grantee agree that Grantee's maintenance of the view from the Trail should be balanced with providing a safe environment for users of the Property and users of the Trail. Grantor and Grantee recognize Grantor's use of the Property as a golf course and agree that it may be necessary to limit the extent and frequency of tree and plant pruning adjacent to the Trail in order to maximize safety.

Grantor agrees to provide Grantee access to and across the Property at reasonable times as necessary to maintain the View Corridor, fencing and the signage described in Section 20.

7. **Clubhouse Area.** It is the intent of Grantor to consider, at some future date, the replacement and/or renovation of the Clubhouse and/or Parking area described on Exhibit E, attached hereto and incorporated herein by this reference (the "Clubhouse Area"). Accordingly, it is expressly agreed that Grantor has not conveyed the Development Rights or any other Conservation Values with regard to the Clubhouse Area and that only the terms of Sections 17 and 24 of this Easement shall apply to the Clubhouse Area.

8. **Notice of Change in Permitted Use.** Grantor and Grantee agree and acknowledge that the current use of the Property is as the first nine (9) holes of a golf course that is open to the public. In the event Grantor wishes to change the use of this Property to another use, Grantor shall provide Grantee sixty (60) days written notice of such use, which notice shall include a narrative description and any available plans describing the modification to the use of the Property and to the View Corridor. If such modification is to a use described in Section 2 above and otherwise meets the terms and conditions of this Easement, Grantee agrees to approve such changes, in writing within sixty (60) days after receiving such notice. In the event Grantee believes that all or part of such proposed modification will result in an impermissible use of the Property or otherwise violates the terms and conditions of this Easement, Grantee shall reject such modification, and shall within sixty (60) days after receiving such written notice provide Grantor with written explanation of its rejection of such modification. Grantor shall not undertake any modification to the Property that is an impermissible use under the terms of this Easement.

9. **Grantee's Remedies.** If Grantor is in violation of terms of this Easement or a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte if necessary, by restraining order or temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values

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protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this section with prior notice to Grantor but without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

a. **Costs of Enforcement.** Any costs incurred by Grantee or Grantor in enforcing the terms of this Easement, including, without limitation, costs of suit and attorneys' fees, shall be borne by the defaulting party. The prevailing party in any action to enforce the terms of this Easement shall be entitled to its costs, attorneys' fees and expenses of litigation. Any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.

b. **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other terms of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

c. **Acts Beyond Grantors' Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. **Access.** No right of access, other than visual access by the general public to any portion of the Property is conveyed by this Easement.

11. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the

Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

12. **Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee agrees that it will cooperate with Grantor in obtaining whatever reductions or exemptions from property taxes (if any) are available under law, but can not assure that such reductions or exemptions can be obtained or maintained.

13. **Maintenance of Structures and Facilities.** Grantor shall be responsible for maintenance of all structures, infrastructure and facilities on the Property, including but not limited to those bridges spanning the Sammamish River identified on Exhibit F, attached hereto and incorporated herein by this reference, utility facilities, water irrigation, retention and conveyance facilities.

14. **Restrictions on Transfer of Easement.** Grantee agrees that its interest in the Easement shall not be transferred or conveyed except to another governmental entity or to a private nonprofit conservation trust by agreement providing that the Conservation Values preserved by this Easement shall be continued and maintained in conformance with the uses authorized by this Easement and by RCW 84.34, for open-space land as now constituted or hereafter amended. The above notwithstanding, the Property, at Grantee's discretion, could be converted to a different use if equivalent land within Grantee's jurisdiction shall be received in exchange therefore, as permitted by King County Ordinance No. 10750, Section 8. If Grantee shall decide to transfer the Easement as provided in the preceding sentence, Grantee shall, if practicable, offer Grantor a right of first refusal to purchase the Easement in accordance with the procedures equivalent to those described in Section 17. Grantee shall not be required to offer such right of first refusal to Grantor should it impair Grantee's right to secure equivalent land within Grantee's jurisdiction as described above.

15. **Hold Harmless.** Purchaser, by accepting the rights and interests conveyed herein, assumes no affirmative obligations for the management, supervision or control of the Property or liability for any activities occurring on the Property. Grantor shall indemnify, defend and hold harmless Grantee and its elected officials, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due

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solely to the negligence of any of the Indemnified Parties; (ii) the obligations specified in Sections 11 and 12; and (iii) the existence or administration of this Easement.

**16. Condemnation.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law. Grantee shall not be entitled to any portion of any compensation attributable to the taking of all or any portion of the Property (other than the Easement) by the power of eminent domain or the threat thereof, all of which shall belong to Grantor.

**17. Right of First Opportunity to Purchase.**

a. Grantor (which shall include for purposes of this Section 17, David L. Richards and Sharyn M. Richards due to their ownership interest in the Back Nine and/or Clubhouse Area) hereby grants to Grantee the right to purchase the Property, Bank Nine and Clubhouse Area (collectively the "Subject Property" or "Properties") as provided herein. If at any time during the term of this Easement Grantor elects to sell or offer for sale all or any of the Subject Properties (including any portion of a single Subject Property), Grantee shall have the first right to purchase the same.

b. Grantor shall give notice to Grantee, in writing, that Grantor desires to offer such Properties or any one (1) of them for sale. If Grantee is not then in default hereunder and wants to submit an offer to purchase the property Grantor wishes to offer for sale, Grantee shall deliver to Grantor, within forty-five (45) days of delivery of notice to Grantee, a written proposal setting forth the purchase price and all other terms and conditions of such offer. Said terms and conditions must provide for payment of the full purchase price at closing, unless Grantor is willing to accept an installment sale.

c. Once Grantee's offer to purchase is delivered, Grantor shall have thirty (30) days either to accept or reject the offer. In the event Grantee's offer to purchase is rejected by Grantor, Grantor may, for twelve (12) months after Grantor's rejection, sell or offer to sell and/or accept an offer to buy said property for a price higher than the price offered by Grantee plus five percent (5%) of that price (taking into consideration all terms and allocations of costs between buyer and seller). If within twelve (12) months after Grantor's rejection Grantor receives a bona fide offer to purchase for a price equal to or less than five percent (5%) greater than that offered by Grantee that Grantor desires to accept, Grantor shall provide Grantee with written notice of the price and other terms of such offer. Grantee shall have forty-five (45) days thereafter to decide whether to purchase the property. In the event Grantee decides to purchase the property, the price and terms of the purchase shall be at Grantee's option, either (i) the price and terms originally offered by Grantee upon notice of Grantor's desire to sell or (ii) that price and terms offered by the third party pursuant to the bona fide offer. Grantee shall provide written notice to Grantor of its exercise of its right to purchase and its choice of terms.

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d. If the Grantee fails to exercise its option to purchase and the sale of said property to a party other than Grantee as provided herein is closed, Grantee's right of first opportunity to purchase such property (but not any other portion of the Properties) shall automatically terminate and be of no further force or effect. If such property is not sold to, or a binding purchase agreement for its sale executed with, a party other than Grantee with twelve (12) months from the date of Grantor's rejection, Grantee's right of first opportunity to purchase shall be reinstated, and Grantor must again give thirty (30) days written notice to Grantee if Grantor desires to offer such property for sale.

18. **Subsequent Transfers.** Grantor (and to the extent applicable, David L. Richards and Sharyn M. Richards) agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property or Properties, including, without limitation, a leasehold interest. Grantor (and David L. Richards and Sharyn M. Richards) further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days (or longer if so required by Section 17) prior to the date of such transfer. The failure of Grantor (or David L. Richards and Sharyn M. Richards) to perform any act required by this section shall not impair the validity of this Easement or limit its enforceability in any way, which shall be deemed to run with and perpetually bind the Property.

19. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:

Wayne Golf Course, Inc.  
David L. Richards and Sharyn M. Richards  
16721 - 96th Avenue N.E.  
Bothell, WA 98011

To Grantee:

City of Bothell  
18305 101st Avenue N.E.  
Bothell, WA 98011  
Attn: City Manager

or to such other address as either party from time to time shall designate by written notice to the other. If any notice is mailed, it shall be conclusively deemed received three (3) days following the date it is deposited in the mail. The date of mailing shall be counted as one of the three days. The postmark affixed shall be conclusive evidence of the date of mailing.

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20. **Signage.** Grantee shall install within three (3) months after acquisition, and shall maintain, at Grantee's expense, signs identifying the Property as being subject to King County's 1993 Regional Conservation Futures Program. Such signs shall be clearly visible to the public entering the Property and along the Burke-Gilman trail. Each sign shall instruct the public that the View Corridor is a "sight access" only. Grantor agrees to allow Grantee access to the Property to install and maintain such signage.

21. **Preservation of Tax Exempt Status of Bonds.** Grantor acknowledges that Grantee's purchase of this Easement was funded by tax exempt bond financing under King County's 1993 Regional Conservation Futures Program. Grantor agrees that it will cooperate with Grantee to ensure, and will not take or omit to take any action, as to cause the interest on such bonds to become taxable to the purchaser of such bonds. To the extent Grantor incurs expenses in taking action to cooperate, except as otherwise required by this Agreement, Grantee shall reimburse Grantor for such expenses.

22. **Amendment.** If circumstances arise under which an amendment or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided, that no amendment shall be allowed that will affect the validation of the Easement under RCW 84.34, King County Ordinance 10750, and that Interlocal Agreement. Any amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of King County, Washington.

23. **Recordation.** Grantee shall record this instrument in timely fashion in the official records of King County, Washington, and may re-record it at any time as may be required to preserve its rights in this Easement.

24. **General Provisions.**

a. **Governing Law; Venue.** The interpretation and performance of this Easement shall be governed by the laws of the state of Washington. Venue of any action hereunder shall be in the Superior Court of King County, Washington.

b. **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of RCW 84.34 and applicable King County ordinances. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions

of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 22 of this Easement.

e. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f. **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, transferees and assigns and shall continue as a servitude running with and perpetually binding the Property.

g. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

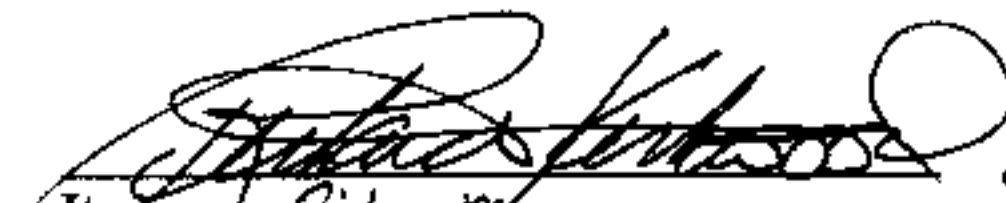
h. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

i. **No Waiver.** No term or condition or covenant Easement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have made such waiver or consent. No such waiver or consent shall be deemed to be a waiver or consent to any subsequent violation or breach of any term, condition or covenant of this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on the day and year first above written.

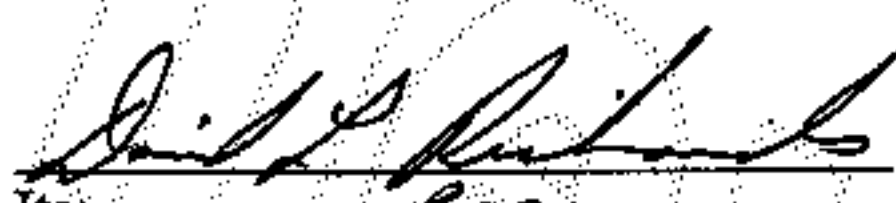
GRANTEE:

CITY OF BOTHELL

By:   
Its: City Manager

GRANTOR:

WAYNE GOLF COURSE, INC.

By:   
Its: VICAR PRES.

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APPROVED AS TO FORM:

Office of City Attorney

By: [Signature]

FOR PURPOSES OF SECTIONS 17, 18, 19,  
22, 23 AND 24 ONLY:

[Signature]  
David L. Richards

[Signature]  
Sharyn N. Richards  
m. [Signature]

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that David L. Richards is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 24<sup>th</sup> day of October, 1995.



[Signature]  
NOTARY PUBLIC  
Printed Name: Lori K. Lord  
My commission expires: 05-15-96

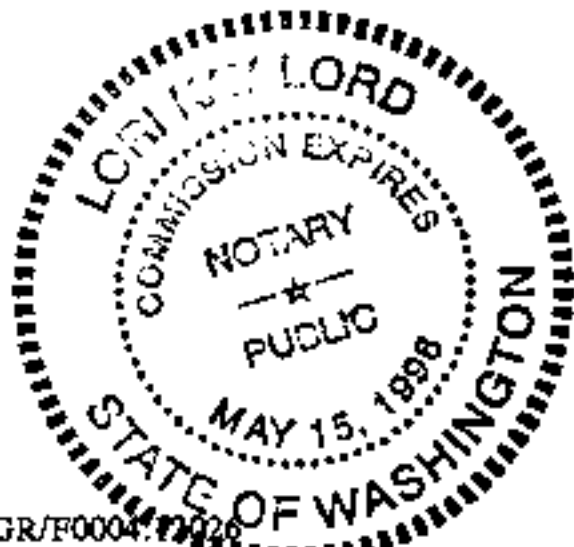
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that Sharyn N. Richards is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 24<sup>th</sup> day of October, 1995.



[Signature]  
NOTARY PUBLIC  
Printed Name: Lori K. Lord  
My commission expires: 05-15-96

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that David L. Richards is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as Vice President of Wayne Golf Course, Inc., to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED this 24<sup>th</sup> day of October, 1995.

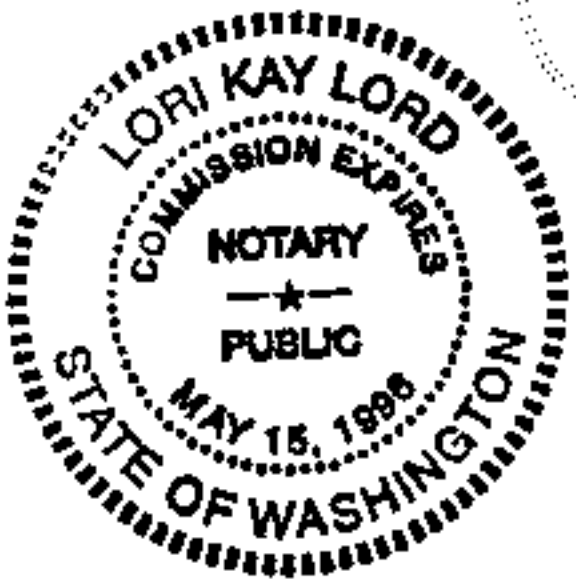


Lori K. Lord  
NOTARY PUBLIC  
Printed Name: Lori K. Lord  
My commission expires: 05-15-96

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard Kickwood is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as City Manager of the City of Bothell, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED this 24<sup>th</sup> day of October, 1995.



Lori K. Lord  
NOTARY PUBLIC  
Printed Name: Lori K. Lord  
My commission expires: 05-15-96

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she was authorized  
to execute the instrument and acknowledged it as \_\_\_\_\_ of Wayne Golf Course; Inc.,  
to be the free and voluntary act and deed of such party for the uses and purposes mentioned in  
this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Richard Kirkwood  
is the person who appeared before me, and said person acknowledged that he/she was authorized  
to execute the instrument and acknowledged it as City Manager of the City of Bothell,  
to be the free and voluntary act and deed of such party for the uses and purposes mentioned in  
this instrument.

DATED this 24<sup>th</sup> day of October, 1995.

Lori K. Lord  
\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: Lori K. Lord  
My commission expires: 05-15-96



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A.L.T.A. COMMITMENT  
 SCHEDULE A  
 Page 3

## LEGAL DESCRIPTION, continued:

AND EXCEPT that portion of the northwest quarter of the southeast quarter of Section 7, Township 26 North, Range 5 East, W.M., in King County, Washington, as follows:

Commencing at the quarter section corner common to Sections 7 and 18, said Township and Range;  
 thence along center line of said Section 7, north 5°32'00" east 1,313.66 feet to a one half inch iron pin being the TRUE POINT OF BEGINNING;  
 thence continue north 5°32'00" east 213.53 feet to a one half inch iron pin, witness corner;  
 thence north 5°32'00" east 0.305 feet to the southerly right-of-way line of the Burlington Northern Railroad;  
 thence along said southerly right-of-way line on an arc of 1,587.022 foot radius curve to the right, a distance of 142.095 feet (the long chord which bears south 59°09'06" east 142.045 feet);  
 thence south 45°00'00" west 185.00 feet to the center of a Metro sanitary sewer manhole;  
 thence south 55°47'21" west 9.70 feet to the TRUE POINT OF BEGINNING;  
 AND EXCEPT that portion of the southwest quarter of the southeast quarter of said Section 7, described as follows:

Beginning at the northwest corner of Lot 5, Block 1, Valhalla Division No. 1a, according to the plat thereof recorded in Volume 67 of Plats, pages 20 and 21, in King County, Washington;  
 thence north 79°19'29" east along the north line of said Lot 5, a distance of 111.39 feet to the TRUE POINT OF BEGINNING;  
 thence continuing north 79°19'29" east along said north line a distance of 33.42 feet to the northeast corner of said Lot 5, said point being on the left bank of the Sammamish River;  
 thence north 15°27'57" east along the northerly extension of the east line of said Lot 5 to the centerline of the Sammamish River;  
 thence westerly along said centerline a distance of 30 feet, more or less, to a line that bears north 15°27'57" east from the TRUE POINT OF BEGINNING;  
 thence south 15°27'57" west to the TRUE POINT OF BEGINNING;

AND ALSO EXCEPT the north 900 feet of the east 470 feet of that portion of the southwest quarter of the southeast quarter of said Section 7, lying southerly of Burlington Northern Railroad and the Tolt River Pipeline rights-of-way and lying westerly of 96th Avenue Northeast right-of-way;

(ALSO KNOWN AS a portion of Lot "B" of City of Bothell Lot Line Adjustment No. SPL0006-94 as recorded under Recording Number 9412130643).

END OF SCHEDULE A

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A.L.T.A. COMMITMENT  
 SCHEDULE A  
 Page 2

The land referred to in this commitment is situated in the county of King, state of Washington, and described as follows:

PARCEL A:

That portion of the southeast quarter of the southwest quarter and of the southwest quarter of the southeast quarter and of the northwest quarter of the southeast quarter of Section 7, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the west line of the southeast quarter of the southwest quarter of said Section 7, a distance of 589.8 feet southerly from the northwest corner thereof, measured along the west line of said subdivision, which point is the TRUE POINT OF BEGINNING of the tract herein described;  
 thence south  $78^{\circ}29'50''$  east 1,218.81 feet to a point on the north and south center line of said Section 7, a distance of 517.83 feet north of the south quarter corner of said Section 7;  
 thence south  $41^{\circ}01'05''$  east 613.90 feet;  
 thence south  $74^{\circ}52'05''$  east 194.53 feet;  
 thence north  $78^{\circ}58'55''$  east 290 feet, more or less, to the center line of the Sammamish River;  
 thence easterly, along the said center line of the Sammamish River, to the westerly boundary of State Highway No. 2-A;  
 thence northerly, along said westerly boundary to an intersection of said boundary with the east line of the southwest quarter of the southeast quarter of said Section 7;  
 thence northerly, along said east line, to an intersection with the southerly boundary of Northern Pacific Railway right-of-way;  
 thence northwesterly, along said right-of-way line, to an intersection with the west line of the northwest quarter of the southeast quarter of said Section 7;  
 thence southerly, along said west line to the southwest corner thereof;  
 thence westerly, along the north line of the southeast quarter of the southwest quarter of said Section 7, to the northwest corner thereof;  
 thence southerly, along the west line of the southeast quarter of the southwest quarter of said Section 7 to the TRUE POINT OF BEGINNING, in King County, Washington;  
 EXCEPT that portion thereof lying northeasterly of the southwesterly line of the Tolt River Pipeline as condemned in King County Superior Court Cause No. 514489;  
 AND EXCEPT that portion deeded to the City of Bothell, a municipal corporation, for the Wayne Bridge Replacement Right-of-Way, under King County Recording Number 8811210335;

(legal description, continued)

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MAY 18 1994

Director of Records  
& Elections

EXHIBIT B

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF BOTHELL  
1993 REGIONAL CONSERVATION FUTURES ACQUISITION PROGRAM

This Interlocal Cooperation Agreement is entered into between the City of Bothell ("City") and King County ("County").

**ARTICLE I. RECITALS**

On March 8, 1993, the King County Council passed Ordinance 10750 which authorized the 1993 Regional Conservation Futures Acquisition Program and declared the Council's intent to issue bonds to finance the acquisition of public open spaces, funded through the Conservation Futures tax levy to pay the principal and interest on such bonds.

Projects to be funded from bond proceeds include projects of Extraordinary Regional Significance, Local Projects in Unincorporated King County, Local Projects of The City of Seattle and Local Projects in Suburban Cities. Prior to the distribution of bond proceeds by the County to an eligible jurisdiction, Ordinance No. 10750 requires execution of an Interlocal Cooperation Agreement containing provisions necessary to satisfy applicable federal tax laws and regulations and to make certain other provisions.

On August 25, 1993, the King County Open Space Citizens Oversight Committee (the "Committee") approved its recommended allocation of the 1993 Regional Conservation Futures Acquisition Program funds from the Regional and Suburban City Local Projects categories pursuant to Ordinance 10750.

On October 11, 1993, the King County Council, by Ordinance 11068, approved the allocation of funds to projects.

In consideration of the mutual covenants contained herein, and Washington State Chapter 39.34, the parties agree as follows:

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KING COUNTY RECORDS 026 SM  
11:43:00 AM  
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**ARTICLE II. DEFINITIONS.**

2.1. **Administrative Costs.** All negotiation, general management and indirect expenses incurred by City in implementing the Projects, including, without limitation, King County staffing costs of the Committee and costs of overseeing the Program.

2.2. **Agreement.** This interlocal cooperation agreement between the County and the City regarding the distribution of proceeds from the sale of bonds for open space as described and authorized by the Program Ordinances.

2.3. **Bond Ordinance.** King County Ordinance 11121, passed November 22, 1993, authorized the issuance and sale of bonds to finance the projects authorizing by Ordinance No. 10750 and Ordinance 11068 or subsequently approved by the County.

2.4. **Bond Proceeds.** The principal proceeds received from the sale of bonds. The term shall not include accrued interest on the bonds paid by the original purchaser of the bonds or any earnings received from the investment of bond principal.

2.5. **Bond Redemption Fund.** The County fund designated by ordinance for the purpose of paying the principal of and interest on any bonds issued by the County.

2.6. **Bonds.** Any bonds, notes or other evidence of indebtedness sold pursuant to the Bond Ordinance and any refunding bonds issued in lieu thereof.

2.7. **Capital Costs.** The term "capital costs" shall be construed consistent with the term "capital purposes" in Article VII, § 2(b) of the Washington State Constitution. The term shall not include the replacement of equipment. The term may include payment for all costs related to acquiring real property, including, without limitation, real estate appraisals, legal and acquisition costs; making qualified reimbursements; paying necessary project administration expenses; staffing costs of the Citizens Oversight Committee; interest payments on any interim financing pending the receipt of Bond Proceeds; and paying the costs and expenses incurred in issuing the bonds, administering the planning and distribution of Bond Proceeds and other on-going administrative costs of overseeing the Program.

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2.8. Citizens Oversight Committee or Committee. That King County Open Space Citizen Oversight Committee established following enactment of Ordinance 9071 and authorized under Ordinance 10750 to review and report to the King County Council on implementation of the 1993 Regional Conservation Futures Acquisition Program. The Committee is also responsible for recommending to the Council reallocations of Bond Proceeds when available for new or revised projects.

2.9. Chief Financial Officer. The person serving as chief financial officer of the County's Office of Financial Management.

2.10. Code. The Internal Revenue Code of 1986, as amended, together with all applicable regulations.

2.11. Conservation Futures. The term "conservation futures" means the fee simple or any lesser interest, development right, easement, covenant, or other contractual right necessary in order to protect, preserve, maintain, improve, restore, limit future use of, or otherwise conserve open space land which may be acquired by purchase, gift, grant, bequest, devise, lease or otherwise, except by eminent domain, all in accordance with the provisions of RCW 84.34 and King County Ordinances 10750 and 11068.

2.12. Open Space. The term "open space" or "open space land" shall have the same meaning as set forth in RCW 84.34.20 as now or hereafter amended. This statute currently defines these terms as (a) any land area so designated by official comprehensive land use plan and adopted by a city or county and zoned accordingly, or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, (ii) protect streams or water supply, (iii) promote conservation of soils, wetlands, beaches or tidal marshes, (iv) enhance the value to the public of abutting and neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, (v) enhance recreational activities, (vi) preserve historic sites, or (vii) retain in its natural state, tracts of land not less than five acres situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification.

2.13. Program. The 1993 Regional Conservation Futures Acquisition Program as authorized by the Program Ordinances.

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2.14. Program Ordinances. The term "Program Ordinances" means King County Ordinances 10750 and 11068 and the Bond Ordinance.

2.15. Project. The term "Project" means a specific project for acquisition of open space to which any Bond Proceeds are allocated which meet open space criteria as described in Ordinance 10750, Attachments A, B and C, and RCW 84.34.020.

2.16. Project Categories. As set forth in Ordinance No. 10750, Project Categories are the Regional Projects, King County Local Projects, Suburban City Local Projects or Seattle Local Projects.

2.17. Qualified Reimbursements. Reimbursements of advances for Project costs made after the enactment of Ordinance 10750 from other funds in anticipation of the receipt of Bond Proceeds as evidenced by written records made contemporaneously with such advances and in a form acceptable to the Chief Financial Officer. This includes interest charges paid to acquire interim financing.

2.18. Scope Change. The terms "scope change" means a deviation or change in a project's description that results in a more than 10%, but less than 50%, increase, decrease or difference in a project's total acreage or budget. If a deviation or change in a project's description results in an increase, decrease or difference in a project's acreage or budget of greater than 50%, it shall be considered a new project. For Seattle, such a change that results solely from application of funds from its "Unprogrammed Project Funding" Project shall not be considered a "scope change" or a "new project".

2.19. Taxable Bonds. Bonds on which the interest is included in the gross income of recipients thereof by reason of the failure to comply with applicable requirements of the Code.

2.20. Tax Exempt Bonds. Bonds on which the interest is not included in the gross income of the recipients thereof by reason of section 103(a) of the Code of 1986 as amended.

**ARTICLE III. TERM OF AGREEMENT.**

This Agreement shall continue in full force and effect and bind the parties hereto upon execution of the Agreement by both parties. The term of the Agreement shall be indefinite. The Agreement will terminate only if the City (i) is unable or unwilling to expend the

funds provided through this Agreement, (ii) satisfies the matching requirements, if any, contained in this Agreement, and (iii) upon reimbursement by the City to the County of all unexpended funds provided by the County pursuant to this Agreement in the manner and amounts described below. The terms of Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2 and 9.1 shall survive termination of this Agreement.

**ARTICLE IV. CONDITIONS OF AGREEMENT.**

**4.1. Project Description.** Those Projects currently approved by the County are listed in Attachment A, which is incorporated herein by reference. All Projects must meet open space criteria as described in King County Ordinance 10750, Attachment B, and RCW 84.34. City may propose a scope change to a project's description by providing a written request to the Office of Open Space and to the Committee and by submitting with such request a revised implementation schedule reflecting such proposed scope change. The Committee shall have forty-five (45) days to review and recommend approval or disapproval to the Council of the City's proposed scope change. The King County Executive shall submit the City proposal and the Committee recommendation to the King County Council which shall determine by established procedures for King County Capital Improvement Projects whether or not to make such scope change.

**4.2. Project Implementation.** Project Implementation shall proceed upon the schedule as set forth in Attachment B, which is incorporated herein by reference, or as set forth in approved modifications to the implementation schedule set forth in Attachment B. The parties recognize that delay in implementation of Projects may jeopardize the financial viability of the Projects as currently approved and the tax exempt status of interest on the Bonds. The City, therefore, certifies that, as to its Projects, it has reviewed its real property acquisition procedures, commits to all reasonable action and will proceed with due diligence to ensure that its Projects are expeditiously completed in accordance with the Project implementation schedule, and that it will give highest priority to those properties where there is a particular threat of conversion to a more intensive use or increases in acquisition costs. If City has not demonstrated

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through its October 1994 semi-annual reporting pursuant to Article VI of this Agreement that it has made substantial progress in implementing a project, the Council may, after receipt of the Executive's acquisition progress report as provided in Ordinance 11068, reallocate project funds or extend project completion deadl by October 20, 1995 shall be reprogrammed to other projects.

4.3. Use of Funds. Funds in the form of Bond Proceeds made available to the City pursuant to this Agreement, as well as matching funds provided by the City pursuant to this Agreement, may be used to defray capital costs of projects pursuant to the Program Ordinances, RCW 84.34 and this Agreement. Funds utilized pursuant to this Agreement may not be used to purchase Conservation Futures obtained through the exercise of eminent domain. Seattle may apply funds from its "Unprogrammed Program Funding" Project to any other Project in its sole discretion.

4.4. Project Administration and Maintenance in Perpetuity. The City shall perform and bear all of the cost of all necessary administration and maintenance for its Projects.

The City, or any successor in interest, agrees to maintain properties acquired with funds provided pursuant to this Agreement as open space in perpetuity. If the City wishes to change the status or use of properties acquired with funds provided pursuant to this Agreement to any other purpose, the City shall, at the County's discretion, pay the County an amount in cash equal to the property's fair market value or substitute other property of equal or better market and open value acceptable to the County. In either case, the value of property shall be established at the time of the change in status or use, based on the best and highest use and not necessarily based on its value as open space.

At its own cost, the City will provide the County an independent M.A.I. appraisal of such Property's fair market value in accordance with this section. The value established by the appraisal will not be binding on the County. The City shall provide the County with written notice of its desire to the change of use of the Property and shall submit such M.A.I. appraisal and proposed substitute properties with such notice. The County shall within ninety (90) days respond by (i)

accepting such appraised value; (ii) requesting additional information regarding such proposed substitute land; or (iii) rejecting both the appraised value and proposed substitutes. The County shall not unreasonably exercise its discretion and shall work with the City to expeditiously resolve issues relating to an acceptable valuation or substitution. If and when the County has agreed upon an acceptable valuation or substitution, the City shall either pay the County the full amount of the valuation or record appropriate declarations of restrictive covenants upon the substitute property. The City shall not change the use of the Property until the County has agreed in writing to an acceptable substitution or valuation and made such payment or recorded such declarations.

Nothing herein shall prevent the City from granting easements, franchises or concessions or from making joint use agreements or other operational agreements which are compatible with the use of a Project for the purposes authorized in this Agreement and the Program Ordinances and do not materially diminish the open space value of the Property. The City shall notify the County of all such proposed franchises, concessions or agreements not less than thirty (30) days prior to their effect.

**4.5. Special Conditions.** As set forth in the Ordinances, the Agreement between the County and the City may contain special conditions. If applicable, such special conditions are described on Attachments A, B and C and are incorporated herein by reference.

**4.6. Signs.** The City shall install, within three months of acquisition, and maintain signs identifying the property purchased under the Program as having been acquired under King County's 1993 Regional Conservation Futures Acquisition Program. Such signs shall be clearly visible to the public entering upon the Property or, where public access is inappropriate, clearly visible from the public right-of-way to the extent practicable. Such signs shall be of an appropriate size (generally not smaller than two feet by three feet) and such identification shall be as prominent as any other identifications of the Property. The City also shall install within three months of the date of this Agreement or within three months of the date of acquisition and maintain similar signs on all property acquired with

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funds under the 1989 King County Open Space Bond Program identifying the property as having been acquired under such Program.

4.7 Recording of this Agreement. As part of the closing of escrow of the acquisition of any Conservation Future upon any parcel within a Project, City shall record with King County's Department of Records and Elections either this Agreement or a memorandum of this Agreement in a form approved in writing by the County.

ARTICLE V. BOND PROCEEDS.

5.1. Distribution of Principal Proceeds. The Principal Proceeds of the Bonds shall be deposited in a fund or funds to be designated by the County for the purpose of administering, disbursing and accounting for Bond Proceeds. Within said fund or funds, Bond principal will be distributed to the City as set forth in Section 5.4 of this Agreement.

5.2. Investment of Bond Proceeds. The County, through its Office of Financial Management, shall be responsible for placing investments of cash balances. The County will be responsible for arbitrage calculations and related actions required by the Code to ensure compliance with arbitrage regulations.

5.3. Interest Earnings. Interest earnings on the Principal Bond Proceeds will be collected and deposited in the Bond Redemption Fund to pay a portion of the principal of and interest on the bond debt.

5.4. Bond Proceeds Disbursement. Bond Proceeds will be disbursed to the City upon receipt and verification of properly completed requests for payment of Bond Proceeds by the King County Office of Open Space or its successor. The disbursements will be made in one of two ways: (1) by wire transfer up to five (5) days prior to the closing date upon receipt by the County of a completed request form, a copy of the signed purchase document, an estimated settlement statement, and electronic wiring instructions to the closing agent or City if so requested; or (2) by Automated Clearinghouse transmittal to the City for Qualified Reimbursement for expenditures for Capital Costs. The City shall provide a list of authorized individuals to certify the requests submitted to the County. The City will be responsible for the accuracy of the payment requests and the propriety and timeliness of its disbursements of the Bond Proceeds.

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**5.5. Disposition of Remaining Bond Proceeds.**

a. Bond Proceeds Reallocation - Project Completion. If, upon completion of a Project, Bond Proceeds exist in excess of the amount necessary to reimburse the appropriate Capital Cost of a Project, then the City may propose to reallocate such excess Bond Proceeds to other existing Projects by providing a written request to the Office of Open Space and to the Committee and by submitting with such request a revised implementation schedule reflecting such proposed reallocation. The Committee shall have forty-five (45) days to review and recommend approval or disapproval to the Council of the City's proposed reallocation. The King County Executive shall submit the City proposal and the Committee recommendation to the King County Council which shall determine by ordinance whether or not to make such reallocation.

b. Bond Proceeds Reallocation - Project Abandonment. The City may abandon a Project only upon a determination and finding of fact through its normal legislative process that changes in conditions or new information developed after approval of funding of Projects prevent the practical accomplishment of the Project or clearly indicate that the Project would no longer best serve its intended purpose. If the City abandons a Project, and excess Bond Proceeds remain, the City may propose to reallocate such excess Bond Proceeds to other existing approved City Projects following the same procedure as set forth in 5.5.a. above and shall submit to the Committee a certified copy of its legislative action by which it made such determination of fact.

c. Bond Proceeds Reallocation - New Projects. The City may request to reallocate excess Bond Proceeds to a new Project if it makes a determination through its normal legislative processes that the proposed new Project is consistent with the purpose of the Bonds. If the City requests to reallocate excess Bond Proceeds to a new Project, the City shall forward its proposal to the Committee for its review and recommendation to the Council in the same manner as 5.5.a. above, and shall submit a certified copy of its legislative action by which it made such determination.

**5.6. Interim Financing.** Following the County's adoption of Ordinance 11068, the City may have issued short-term obligations in

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