



King County

Facilities Management Division

Anthony Wright, Division Director

Department of Executive Services

500 Fourth Avenue, Room 800

Seattle, WA 98104

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September 8, 2015

Keller Family Dairy, LLC
Attn: Steve and Janet Keller
Post Office Box 1377
Fall City, WA 98024-1377

RE: Tall Chief Property Sale: Parcels 052407-9002, 9025 & 9026

Dear Mr. and Mrs. Keller:

This is a formal offer from King County to sell the above-referenced parcels (the Property), located near Fall City, according to the terms of the final Purchase and Sale Agreement attached hereto. The offer to sell for Seven Hundred Twenty Thousand Dollars (US\$720,000) is based upon a recent fair market value appraisal prepared by an independent state certified real estate appraiser. The County will reserve an Agricultural Conservation Easement (Conservation Easement), in the form attached hereto, prior to conveyance of the Property to Buyer. Capitalized terms herein shall have the meanings set forth in the Conservation Easement. The enumerated commitments below are subject to the terms of the Conservation Easement.

The Property was subject to a formal bid process in fall 2014 for which you were the selected buyer based upon your bid proposal (attached) and subsequent interviews which included the following commitments for which King County understands you will make reasonable and good faith efforts to achieve as part of your ownership:

1. Farmable land in the Agriculture Area, outside the Building Site Area, will be actively farmed;
2. Subject to appropriate zoning, issuance of any required permits, and availability of utilities, within a reasonable period of time Buyer intends to make available greenhouses within a portion of the Building Site Area for area farmer(s) under a lease or other arrangement

to be determined. The physical location within the Building Site Area and the actual number and size of the greenhouses will depend upon market demand.

3. Subject to appropriate zoning, issuance of any required permits, and availability of utilities, within a reasonable period of time Buyer intends to make available a portion of the Building Site Area to King County farmers for farm equipment storage during the flood season (likely November through February) under a lease or other arrangement to be determined.

4. If the old pro-shop building is deemed salvageable and is restored, and subject to appropriate zoning, issuance of any required permits, and availability of utilities, within a reasonable period of time Buyer intends to make it available for uses permitted in Section 3.5 of the Conservation Easement and also a reasonable number of local farm community meetings to be determined at the discretion of the Buyer and subject to Buyer's approval.

5. Subject to appropriate zoning, issuance of any required permits, availability of utilities and ability to make arrangements with qualified equipment repair technicians, within a reasonable period of time Buyer intends to provide a farm equipment repair shop in accordance with Section 4.4.10 of the Conservation Easement, which will be available to King County farmers. Customers of the farm equipment repair shop will be required to pay for repair work at customary rates to be determined.

6. Buyer will work with King County Historical Society to provide signage near the Property entrance to state the name, reflect the history of the Property (and adjoining property owned by Buyer) and to denote its status as Protected Property under the Conservation Easement as contemplated in Section 3.11.1 of the Conservation Easement; provided however, that Buyer will avoid repetition of signage contemplated by King County in Section 3.11 of the Conservation Easement.

Additionally, King County will require on an annual basis, for up to five years, a meeting with Buyer to discuss progress toward fulfilling the above objectives.

Furthermore, Buyer acknowledges and supports King County's intention to propose the subject property be added to the agriculture production district and rezoned to agriculture zoning.

Should you find everything in this letter to be acceptable, please sign both sets of originals and return an original to:

King County
Attn: Becky Petersen
201 S. Jackson St., Suite 600
Seattle, WA 98104

Keep one signed original for your records. Upon receipt of the signed Purchase and Sale Agreement, King County will initiate escrow to facilitate a timely Closing in accordance with the terms of the Purchase and Sale Agreement.

We look forward to hearing from you in the near future.

Sincerely,



Anthony Wright
Director

Enclosures

cc: Christie True, Director, Department of Natural Resources and Parks (DNRP)
Bob Burns, Deputy Director, DNRP
Pete Ramels, Senior Deputy Prosecuting Attorney

Buyer's Acknowledged Receipt:

Keller Family Dairy, LLC,
a Washington limited liability company

By: 

Steve Keller

Its: Co-Managing Member

By: 

Janet Keller

Its: Co-Managing Member