

MEMORANDUM OF UNDERSTANDING
Regarding Pursuing Farming Opportunities in the Snoqualmie Valley

This MEMORANDUM OF UNDERSTANDING is made by and between King County, a political subdivision of Washington and Kou Oh and Fong Cha, (collectively the "Parties"), as of the 24 day of September, 2015.

WHEREAS:

- A. Fong Cha and his family have been farming successfully in the Snoqualmie Valley for over 25 years, where they started with only a small rented half acre lot and expanded to 15 acres, marketing their produce and flowers at Pike Place and neighborhood farmers markets.
- B. Kou Oh, Fong Cha's daughter, is completing her college degree and is interested in returning to the Snoqualmie Valley and partnering with her father on a new farm operation.
- C. Kou Oh and Fong Cha submitted one of three responses to a Request for Proposals to transform the Tall Chief Golf Course, acquired by King County in 2013, into Tall Chief Farm returning the property to active agricultural production.
- D. Kou Oh and Fong Cha proposed to practice sustainable farming at the Tall Chief site, develop green building and green power, and protect the natural beauty of the surrounding landscape.
- E. King County in 2014 launched the Local Food Initiative and established a Kitchen Cabinet to advise the County Executive on increasing local food production and access to locally produced and healthy food.
- F. The Local Food Initiative has the goals of doubling the demand for locally produced agricultural products in King County and set targets to increase agricultural land in food production by 400 acres per year and the number of new King County farmers by 25 annually for the next ten years.
- G. King County found the proposal submitted by Kou Oh and Fong Cha for Tall Chief Farm to be sound and a benefit to the County's agriculture industry, but selected another proposal.
- H. King County wants to see Kou Oh and Fong Cha realize their vision for Tall Chief somewhere else in the Snoqualmie Valley.

NOW, THEREFORE, the Parties have reached the following understanding:

Section 1. Purpose

King County and Kou Oh and Fong Cha intend to cooperate to identify land in the Snoqualmie Valley that will be appropriate for a farm operation similar to what Kou Oh and Fong Cha described in their proposal. Further, the County intends to assist Kou Oh and Fong Cha in gaining access to the land through the County acquiring the land and subsequently leasing or selling the land to Kou Oh and Fong Cha. Any future lease or sale to Kou Oh and Fong Cha will be subject to approval of the King County Council.

Section 2. Key Implementation Elements

2.1 King County – Tall Chief Proceeds: Subject to approval by the King County Council, King County will designate a portion of proceeds from the sale of the Tall Chief Farm to acquisition of land that could be leased or sold to Kou Oh and Fong Cha, if appropriate land is identified. Purchase of the property would be subject to the appropriation of sufficient funds by the King County Council.

2.2 King County – Other Funding: To the degree that additional funding is required to acquire property in the Snoqualmie Valley to implement this agreement, the County intends to work to identify additional funding from other sources, such as future Transfer of Development Rights (TDR) sales or Conservation Future Tax (CFT) allocations to the County.

2.3 Kou Oh and Fong Cha– Refinement of Proposal: Kou Oh and Fong Cha intend to refine their proposal and develop a business plan to ensure that the farmland property will be appropriate to their needs and that they will be successful in bringing the farm into production of food.

2.4 Kou Oh and Fong Cha – Financial Resources: Kou Oh and Fong Cha will be responsible for having financial resources sufficient to purchase the property or to pay the lease rate on the property, and to cover start-up and ongoing costs for their farm business.

Section 3. Cooperation, Negotiations, and Communications

3.1 Cooperation: The parties shall cooperate to identify an appropriate parcel for acquisition by the County by no later than December 31, 2016. Both parties to this MOU understand that while selection of the property will be a joint effort, King County will be solely responsible for negotiating the acquisition of the property unless another funding partner is identified and then this MOU shall be amended. However, Kou Oh and Fong Cha will be briefed periodically on the status of negotiations and may be asked to provide information on their plans for property, if necessary, in the course of negotiations.

3.2 Negotiations: This MOU sets forth the intent of the parties only and does not create any binding obligation on the part of any party. Each party's actions provided for herein will require the negotiation and execution of subsequent agreements to carry out the intent of this MOU.

3.3 Communications: The parties shall cooperate to reach agreement on press releases, the format of public meetings, and any other public announcements associated with the project(s) described in this MOU.

Section 4. Duration, Modification, and Termination

4.1 Duration: This Memorandum of Understanding is signed for an initial period of three years and may be renewed by mutual agreement between the Parties.

4.2 Modifications/Amendments: The MOU may be modified or amended by written agreement between the Parties.

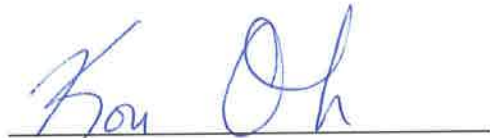
4.3 Termination: Each Party shall have the right to terminate the MOU by giving 30 days written notice to the other Party at any time. If the MOU is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

King County



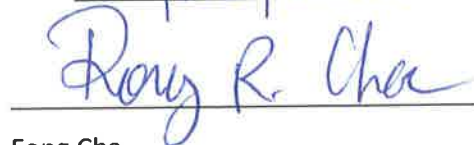
Christie True, Director
Department of Natural Resources and Parks
Date: 9.23.2015

Kou Oh and Fong Cha



Kou Oh

Date: 9/22/2015



Fong Cha

Date: 9/22/15