

06/02/98
JAH
clerk 6/2/98

Introduced By: Kent Pullen
Larry Phillips

Proposed No.: 98-327

MOTION NO. **10473**

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A MOTION authorizing the County Executive to amend the Deed Of and Agreement Relating to Development Rights to enable a temporary mobile home for medical hardship to be located on Farmland Preservation Program Farm AUG-214.

WHEREAS, in 1985 King County acquired the development rights on Farm AUG-214 thereby placing it under the Farmland Preservation Program, and

WHEREAS, the effect of this acquisition was to put restrictive covenants on the use and development of the aforementioned property, and

WHEREAS, the covenants restrict Farm AUG-214 to one dwelling unit which is occupied by the property owners, and

WHEREAS, the property owners wish to amend the restrictive covenants to allow them to place a temporary mobile home for medical hardship on their property to enable them to better assist their elderly parents, and the amendment is attached to this motion, and

WHEREAS, the proposed amendment requires that the mobile home meet the specifications of K.C.C. 21A.32.170 and that the property owners obtain the permits necessary for its installation and occupancy, and

1 WHEREAS, placement of a temporary mobile home for medical hardship on Farm
2 AUG-214 is consistent with the objectives of the Farmland Preservation Program in that it
3 would enable the owners to better utilize the property for agricultural purposes.

4 NOW, THEREFORE, BE IT MOVED by the Council of King County:

5 The executive is authorized to amend the deed of and agreement relating to development
6 rights, recorded under auditor's file number 8806270229 which corrected the legal
7 description contained in the previous deed of and agreement relating to development rights
8 recorded under auditor's file number 8504100492, to allow a temporary mobile home for
9 medical hardship to be installed and occupied on Farm AUG-214.

10 PASSED by a vote of 12 to 0 this 8th day of June,
11 1998.

12 KING COUNTY COUNCIL
13 KING COUNTY, WASHINGTON

14 Ruise Miller
15 Chair

16 ATTEST:

17 [Signature]
18 Clerk of the Council

19 Attachments: Medical Hardship Agreement
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10473

**TEMPORARY MOBILE HOME FOR MEDICAL HARDSHIP AMENDMENT TO DEED OF
AND AGREEMENT RELATING TO DEVELOPMENT RIGHTS**

This **TEMPORARY MOBILE HOME FOR MEDICAL HARDSHIP AMENDMENT** is between Michael D. Walch and Marcia Walch, Husband and Wife, and Auburn Timber, Inc., a Washington Corporation, hereinafter referred to as "Grantors", and King County, a political subdivision of the State of Washington, hereinafter referred to as "Grantee". This instrument amends the DEED OF AND AGREEMENT RELATING TO DEVELOPMENT RIGHTS ("DEED AND AGREEMENT") made between Richard F. Turley and Joy W. Turley, Husband and Wife, and King County; said DEED AND AGREEMENT is recorded under Auditor's File Number 8806270229, records of King County, Washington and corrects the legal description contained in a previous DEED AND AGREEMENT made between Richard F. Turley and Joy W. Turley, Husband and Wife, and King County which was recorded under Auditor's File Number 8504100492, records of King County, Washington. Said DEED AND AGREEMENT is incorporated herein by reference.

Except as expressly supplemented, modified, changed or amended by this instrument, all terms and conditions of the DEED AND AGREEMENT shall remain in effect.

WHEREAS, the Grantors are the present owners of the land (the "Land") described in Exhibit "A" of the DEED AND AGREEMENT and attached hereto as Exhibit "A"; and

WHEREAS, Section II of said Deed and Agreement reserves the right to the use of one single-family dwelling unit on the Land; and

WHEREAS, placement of an additional dwelling unit on the Land would be a violation of said provision; and

WHEREAS, the Grantors find it necessary to provide assistance to their elderly parents and wish to place a temporary mobile home for medical hardship on the Land; and

WHEREAS, placement of proposed mobile home would indirectly serve to enhance the agricultural use of the Land and is thereby consistent with the purpose and objectives of the Farmland Preservation Program.

IT IS, THEREFORE, AGREED BETWEEN THE PARTIES that one temporary mobile home for medical hardship may be placed on the

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Land, as provided by King County Code ("K.C.C.") 21A.32.170, subject to all necessary permit approvals and in accordance with the standards specified in K.C.C. 21A.32.170. Said temporary mobile home shall not be included in the number of dwelling units reserved under the DEED AND AGREEMENT. Placement of the mobile home and any appurtenant structures or surfaces shall not be permitted if such placement would increase the area covered by structures or non-tillable surfaces to greater than 5% of the Land or any subdivision thereof as indicated in Section III, Subsection B of the DEED AND AGREEMENT.

IT IS FURTHER AGREED that if the specifications of K.C.C. 21A.32.170 cannot be met, the mobile home and all appurtenances, above, below and on the surface, shall be removed as per K.C.C. 21A.31.170, and the Land shall be restored to its original condition. This agreement to allow a temporary mobile home for medical hardship expires under the conditions set forth in K.C.C. 21A.32.170. The right to place this additional structure on the Land is reserved solely for the use of the individual Grantors and cannot be transferred or assigned to any other parties.

Dated this _____ day of _____, 19_____.

GRANTEE

GRANTORS

KING COUNTY

Michael D. Walch

BY

David Preugschat, Manager
Property Services Division

Marcia Walch

Auburn Timber, Incorporated

By _____

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STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael D. Walch and Marcia Walch, Husband and Wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____
My appointment expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____ to me known to be the _____, of Auburn Timber, Inc. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he _____ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington
Residing at _____
My commission expires _____

KING COUNTY REAL PROPERTY DIVISION
500 K.C. ADMINISTRATION BLDG.
500 FOURTH AVENUE
SEATTLE, WA. 98104

82-9-172 (UG-2-14)

DEED OF AND AGREEMENT RELATING TO
DEVELOPMENT RIGHTS

THIS DEED AND AGREEMENT is made this 2nd day of December, 1987, BY AND
BETWEEN RICHARD F. TURLEY AND JOY W. TURLEY, husband and wife

hereinafter referred to as "Grantors,"
AND KING COUNTY By and Through THE KING COUNTY REAL PROPERTY DIVISION, having its
principal offices at the King County Administration Building, Seattle, Washington 98104,
hereinafter referred to as "Grantee."

WHEREAS:

The Grantors are the present owners of the lands described in Exhibit A which is attached hereto and
incorporated herein by reference (the "Land").

The Grantors recognize that the Land is Farmland or Open Space Land as defined in King County
Ordinance No. 4341, and they desire to cooperate with the Grantee in preserving land devoted to
agricultural and open space uses.

The Grantors are willing to grant and convey to the Grantee the Development Rights in the Land as
such rights are defined in King County Ordinance No. 4341 (said rights being the interest in and the right to
use and subdivide land for any and all residential, commercial, and industrial purposes and activities which
are not incident to agricultural and open space uses), on the terms and conditions and for the purposes
hereinafter set forth. The Grantee is willing to purchase the Development Rights in the Land and accept this
instrument of conveyance.

The Grantee has determined that the acquisition by the Grantee of Development Rights in Farmland
and Open Space Land will benefit the public through the preservation of property devoted to agricultural
and open space uses.

The grant and conveyance of Development Rights by the Grantors to the Grantee will preserve the
Land for activities consistent with agricultural and open space uses in perpetuity in accordance with the
specific terms and conditions hereinafter set forth.

NOW THEREFORE WITNESSETH, that the Grantors, for and in consideration of ONE
HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-TWO AND 50/100

DOLLARS (\$ 127,762.50)

lawful money of the United States of America, paid to the Grantors by the Grantee, the receipt whereof is
hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain,
sell, transfer and convey unto the Grantee forever all Development Rights in respect to the Land, hereby
perpetually binding the Land to the restrictions limiting permitted activities to agricultural and open space
uses as specifically delineated in the covenants, terms, and conditions contained herein, and do also grant
such interests, rights and easements, make such covenants and subject the land to such servitudes as are
necessary to bind the Land in perpetuity to such restrictions.

The Grantors and Grantee hereby agree that the Land shall be bound by and permanently subject to the
following restrictive covenants, terms, and conditions. None of these covenants, terms, and conditions
shall be construed as allowing a use that is not otherwise permitted by applicable state and local laws, codes,
standards, and ordinances.

RESTRICTIONS ON USE OF THE LAND

I. **Uses Restricted to Agricultural and Open Space Uses; Agricultural and Open Space Uses
Defined.** Use of the Land is permanently restricted to solely agricultural and open space uses.

A. "Agricultural uses," as used herein, means:

- (1) The growing, raising, and production of horticultural and agricultural crops, including, but not limited to, vegetables, berries, other fruits, cereal grains, herbs, hay, and silage, and the processing and the marketing for off-premises consumption of such crops grown, raised, or produced on the Land;
- (2) All forms of animal husbandry, including the processing and marketing for off-premises consumption of the animals raised on the Land or the products of the same;
- (3) The lying fallow or disuse of the Land. Agricultural uses do not include the construction, habitation, or other use of a dwelling unit, except to the extent such use is specifically reserved in this instrument.

B. "Open space uses," as used herein, means:

- (1) Agricultural uses as defined above;
- (2) Non-agricultural uses that conserve and enhance natural, scenic, or designated historic resources and that do not permanently compact, remove, sterilize, pollute, or otherwise impair the use of the soil on the Land for the raising of horticultural or agricultural crops.

Neither open space nor agricultural uses include the following: The construction, habitation, or other use of a dwelling unit, except to the extent such use is specifically reserved in this instrument; construction or expansion of buildings or structures for non-agricultural uses; the construction or use of golf courses, parking lots unassociated with agricultural uses, athletic fields, campgrounds, or vehicle raceways or animal raceways other than those principally used for the exercise of animals grown, raised, or produced on the Land. Open space may include trails for non-motorized use by the public that are maintained and owned by or for the benefit of a government agency or are maintained and owned by a non-profit conservation agency.

II. **Reservation of Dwelling Unit(s).** The Grantors reserve the right to the use of 1 single-family dwelling unit(s) on the Land for the sole purpose of accommodating the Grantors and their successors in interest to the Land, the farm operator, or the families of such persons, or for accommodating agricultural employees of the owner or operator and their families. No more than 1 dwelling unit(s) in total will be permitted regardless of whether the Land is subdivided by the Grantors or by any

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successor in interest of the Grantors. If the Land is subdivided, the number of dwelling units allocated to each subdivided parcel out of the total number of dwelling units specified above shall be indicated in the deed to each such parcel and on the face of any plat or other instrument creating the subdivision or conveying an interest in the Land; however, failure to indicate the number of such dwelling units thereon shall not invalidate or otherwise affect the restriction of the total number of dwelling units on the Land. The dwelling unit(s) shall be (a) permanent or mobile structure(s) designed and used for single-family residential occupancy.

- III. **Further Restriction on Use of the Land.** Potential uses of the Land are limited in that the Grantors, their heirs, successors, and assigns shall only be entitled to use, lease, maintain, or improve the Land for agricultural and open space uses, and they shall comply with the following terms, conditions, restrictions, and covenants, which are permanently binding on the Land:
- A. No subdivision of the Land that reduces any parcel to less than 10 acres shall be permitted. All restrictions imposed by this instrument shall survive any subdivision.
 - B. No more than 5 percent of the Land, or of any parcel thereof resulting from a subdivision of the Land, shall be covered by structures and/or non-tillable surfaces. "Structures" shall include but are not limited to residences, barns, machine sheds, permanent greenhouses, associated structures, retail and processing facilities, surfaced parking areas, surfaced driveways, surfaced roadways, and surfaced pads. Temporary shelter for soil-dependent cultivation of horticultural or viticultural crops is not considered a structure. "Non-tillable surfaces" shall include but are not limited to asphalt, concrete, gravel, and any other cover material not normally associated with cultivation of the soil.
 - C. No mining, drilling, or extracting of oil, gas, gravel, or minerals on or under the Land shall be permitted that causes disruption of the surface of the Land to any extent inconsistent with agricultural uses, and no part of the surface of the Land shall be used for storage or processing of gas, oil, or minerals taken from the Land, other than storage for the private use of the occupants of the Land.
 - D. No subsurface activities, including excavation for underground utilities, pipelines, or other underground installations, shall be permitted that cause permanent disruption of the surface of the Land. Temporarily disrupted soil surfaces shall be restored in a manner consistent with agricultural uses, including restoration of the original soil horizon sequence within a reasonable period of time after such installation.
 - E. No dumping or storage of non-agricultural solid or liquid waste, or of trash, rubbish, or noxious materials shall be permitted.
 - F. No activities that violate sound agricultural soil and water conservation management practices shall be permitted.
 - G. No signs shall be erected on the Land except for the following purposes:
 - 1. to state the name of the property and the name and address of the occupant;
 - 2. to advertise any use or activity consistent with the agricultural or open space uses as herein defined; or
 - 3. to advertise the property for sale or rent.
- IV. **Restriction on Use of the Land to Satisfy Open Space Requirements for Development or Use of Other Real Property.** Except as is otherwise provided below, in the event that an application is made at any time to a federal, state, or local governmental authority for permission to make use of any other real property including, but not limited to, real property that is contiguous to any of the Land hereby restricted, which proposed use is conditioned by such government authority on the existence of a specified quantity of open space or other restrictions on development, the Land shall not be used to contribute toward the satisfaction of any such open space requirement. This restriction shall not apply if the proposed use of the other real property is an agricultural or open space use, as defined herein.

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ADDITIONAL COVENANTS AND AGREEMENTS

The Grantors and Grantee further agree as follows:

Covenant Against Encumbrances. The Grantors covenant that they have not done or executed, or allowed to be done or executed, any act, deed, or thing whatsoever whereby the Development Rights hereby conveyed, or any part thereof, now or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

Remedies. If the Grantors, their heirs, successors, assigns, agents, or employees violate or allow the violation of any of the terms, conditions, restrictions, and covenants set forth herein, then the Grantee will be entitled to all remedies available at law or in equity, including, but not limited to, injunctive relief, rescission of contract, or damages, including attorneys' fees and court costs reasonably incurred by the Grantee in prosecuting such action(s). No waiver or waivers by the Grantee, or by its successors or assigns, of any breach of a term, condition, restriction, or covenant contained herein shall be deemed a waiver of any subsequent breach of such term, condition, restriction or covenant or of any other term, condition, restriction, or covenant contained herein.

No Alteration or Amendment. The terms, conditions, restrictions, and covenants contained herein shall not be altered or amended unless such alteration or amendment shall be made with the written consent of the Grantee, or its successors or assigns, and any such alteration or amendment shall be consistent with the purposes of King County Ordinance No. 4341, as heretofore or hereafter amended.

Restrictions Binding on Successors. The Grantors and Grantee agree that the terms, conditions, restrictions, and covenants contained herein shall be binding upon the Grantors, their agents, personal representatives, heirs, assigns, and all other successors in interest to the Land and possessors of the Land, and shall be permanent terms, conditions, restrictions, covenants, servitudes, and easements running with and perpetually binding the Land.

Transfer of Rights by Grantee. The Grantee agrees that the Development Rights to the Land shall not be sold, given, divested, transferred, or otherwise reconveyed in whole or in part in any manner except as provided in King County Ordinance No. 4341, as heretofore or hereafter amended. The Grantors, their personal representatives, heirs, successors, or assigns, shall be given the right of first refusal to purchase the Development Rights in the Land provided such disposition and reconveyance be lawfully approved.

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Condemnation. If the Land is subject to any condemnation action, and if a mutually acceptable agreement as to the compensation to be provided to the Grantee is not reached between Grantee and Grantors within a reasonable period of time, the Grantors will request that the Grantee be made a party to such action in order that it be fully compensated for the loss of, or devaluation in, the Development Rights hereby conveyed.

No Affirmative Obligations; Indemnification. Grantee, in purchasing the Development Rights and related interests described herein, assumes no affirmative obligations whatsoever for the management, supervision or control of the Land or of any activities occurring on the Land. Grantors shall indemnify Grantee and hold Grantee harmless from all damages, costs (including, but not limited to, attorneys' fees and other costs of defense incurred by Grantee), and other expenses of every kind arising from or incident to any claim or action for damages, injury, or loss suffered or alleged to have been suffered on or with respect to the Land. This provision shall be binding upon the Grantors for so long as they hold fee title to the Land, and shall bind their successors in interest to the fee title to the Land.

Grantee's Right to Enter onto the Land. After giving reasonable notice to the possessors of the Land, the Grantee or its authorized representative shall have the right to enter from time to time onto the Land and into structures located thereon for the sole purposes of inspection and enforcement of the terms, conditions, restrictions and covenants hereby imposed.

Severability. If any section or provision of this instrument shall be held by any court of competent jurisdiction to be unenforceable, this instrument shall be construed as though such section or provision had not been included in it, and the remainder of this instrument shall be enforced as the expression of the parties' intentions. If any section or provision of this instrument is found to be subject to two constructions, one of which would render such section or provision invalid, and one of which would render such section or provision valid, then the latter construction shall prevail. If any section or provision of this instrument is determined to be ambiguous or unclear, it shall be interpreted in accordance with the policies and provisions expressed in King County Ordinance No. 4341.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

GRANTEE
KING COUNTY
By Chris J. Loutsis
Chris J. Loutsis, Manager, Real Property
STATE OF WASHINGTON) Division
) ss.
COUNTY OF KING)

GRANTORS
Richard F. Turley
Richard F. Turley
Joy W. Turley
Joy W. Turley

On this 1 day of June, 1988, before me, the undersigned Notary Public in and for the State of Washington, personally appeared RICHARD F. TURLEY AND JOY W. TURLEY and husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year first above written.
Notary Public in and for the State of Washington, residing at Wash WA
Commission expires 2/13/89

KING COUNTY
NO EXCISE TAX
JUN 27 1988
E1007676

88/06/27 #02
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EXHIBIT "A"

Lots 2 and 3 of Short Plat No. 278042, according to the Short Plat Survey recorded under King County Recording No. 790413-0974.

ALSO that portion of the East $\frac{1}{2}$ of Section 26, Township 21 North, Range 5 East, W.M., described as follows:

Commencing at the point of intersection between the West line of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of said Section 26, and the South margin of Green Valley Road;
thence South 00°05'28" West along said West line a distance of 2051.49 feet;
thence South 52°35'15" West along the approximate bank of the Green River a distance of 100.55 feet;
thence North 00°20'33" East a distance of 2168.55 feet to the South margin line of Green Valley Road;
thence South 51°26'07" East along said South margin line a distance of 89.74 feet to the point of beginning.

Situate in the County of King, State of Washington.

THIS AGREEMENT IS EXECUTED BY THE PARTIES TO AMEND THE LEGAL CONTAINED IN THE DEED OF AND AGREEMENT RELATING TO DEVELOPMENT RIGHTS RECORDED UNDER AUDITOR'S FILE NO. 8504100492.

for 12/30/87

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JUN 27 9 58 AM '88
BY THE DEPARTMENT OF
RECORDS & CLERKS
KING COUNTY

RECEIVED THIS DAY