



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**Motion 15749**

**Proposed No.** 2020-0297.1

**Sponsors** Lambert

1           A MOTION authorizing the King County executive to  
2           accept a conservation easement donation of approximately  
3           five acres on a private property southwest of Woodinville,  
4           WA, appraised at three hundred thousand dollars, for forest  
5           conservation purposes.

6           WHEREAS, King County seeks to preserve open space to preserve our regional  
7           quality of life, and

8           WHEREAS, under Ordinance 14509, the King County parks and recreation  
9           division of the department of natural resources and parks has the authority to accept gifts  
10          from individual, foundation and corporate sources, and

11          WHEREAS, under K.C.C. chapter 2.80, any and all gifts for parks and recreation  
12          purposes that exceed fifty thousand dollars require acceptance on behalf of King County  
13          by the King County council by motion, and

14          WHEREAS, all gifts to the King County parks and recreation division in the  
15          department of natural resources and parks are used only for park purposes, and

16          WHEREAS, the conservation easement donors, Michael and Vicki Elledge, are  
17          land owners who would like to make the donation to King County so that the land is  
18          preserved for generations to come;

19          NOW, THEREFORE, BE IT MOVED by the council of King County:

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20           The King County executive is authorized to accept the approximately five-acre  
21 land donation valued at three hundred thousand dollars from Michael and Vicki Elledge,  
22 consistent with the King County Real Estate Purchase and Sale Agreement, which is  
23 Attachment A to this motion, for King County parks and recreation division purposes.  
24 The open space acquisition unit within the water and land resources division of the  
25 department of natural resources and parks is responsible for handling the technical real  
26 estate transaction and administrative matters associated with the donation, including the

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27 closing and recording of the easement, and is authorized to execute such other documents  
28 as are necessary to complete the transaction.  
29

Motion 15749 was introduced on 9/29/2020 and passed by the Metropolitan King County Council on 12/8/2020, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
*Claudia Balducci*  
7E1C273CE9994B6...

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Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Melani Pedroza*  
8DE1BB375AD3422...

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Melani Pedroza, Clerk of the Council

**Attachments:** A. Real Estate Purchase and Sale Agreement

Motion 15749

Attachment A

RINGHILL FOREST  
ELLEDGE PROPERTY

REAL ESTATE PURCHASE AND SALE AGREEMENT  
EASEMENT

This Agreement is made as of the date this instrument is fully executed by and between MICHAEL R. ELLEDGE and VIKKI L. ELLEDGE, husband and wife ("Donor"), and KING COUNTY, a political subdivision of the State of Washington ("Donee"), for purchase and sale of that certain Easement situated in King County, Washington, described on Exhibit "A", and all rights appurtenant thereto (the "Easement")

1. **CHARITABLE DONATION:** The Easement will be conveyed from Donor to Donee as a charitable donation.

2. **TITLE:**

2.1 **Conveyance by Easement:** At closing, Donor will execute and deliver to Donee the Easement conveying and warranting good and marketable title to the Easement free and clear of all defects or encumbrances except those defects and/or encumbrances (if any) identified on Exhibit "B" (collectively, "Permitted Exceptions"). The finalized Easement will be provided to escrow by Donee for execution by Donor in closing, the form of which is attached hereto as Attachment "A".

2.2 **Title Insurance:** At closing, Donee shall receive (at Donee's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Donee in the amount of the current assessed value against loss or damage by reason of defect in Donee's title to the Easement subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. **CONTINGENCIES:**

3.1 **Funding:** The sale of the Easement is contingent on receipt of grant funding and/or appropriation by the Metropolitan King County Council of funds sufficient to close the sale.

3.2 **Council Approval:** The sale of the Easement is contingent on obtaining King County Council approval of the donation.

3.3 **Removal of Contingencies:** King County shall have a period of 150 days from the date all parties have signed this Agreement to remove all contingencies. King County may remove such contingencies by sending written notice thereof to Donor pursuant to Paragraph 7 herein. If the contingencies are not removed within this period, this Agreement shall be null and void.

4. **RISK OF LOSS:** Donor will bear the risk of loss of or damage to the Easement property prior to closing. In the event of such loss or damage to the Easement property, Donor shall promptly notify Donee thereof and Donee may, in its sole discretion, terminate this Agreement by giving notice of termination to the Donor.

5. **DONOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Donor represents warrants and covenants to the Donee at the date of execution of this Agreement and the date of closing that:

5.1 **Authority:** Donor, and the person(s) signing on behalf of Donor, has full power and authority to execute this Agreement and perform Donor's obligations, and if Donor is a corporation, all necessary corporate action to authorize this transaction has been taken;

5.2 **No Leases:** The Easement property is not subject to any leases, tenancies or rights of persons in possession;

5.3 **No Material Defect:** Donor is unaware of any material defect in the Easement property;

5.4 **Debris and Personal Property:** Donor will remove all debris and personal property, prior to closing, located on the Easement property (if any) at Donors cost and expense, and Donor will indemnify and hold Donee harmless from all claims and expenses arising from such removal;

5.5 **Contamination:** Donor represents and warrants that he/she/it has not caused or allowed the general treatment, storage or disposal of hazardous substances on the property within the Easement, except in accordance with local, state, and federal statutes and regulations, nor caused or allowed the release of any hazardous substance onto, at, or near the Easement. Donor is in compliance with all applicable laws, rules, and regulations regarding the handling of hazardous substances, has secured all necessary permits, licenses and approvals necessary to Donor's activities on the property within the Easement and is in compliance with such permits. Donor has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the property within the Easement and, to the Donor's knowledge, the property within the Easement is not, nor has it ever been subject to the release of hazardous substances.

5.6 **Fees and Commissions:** Donor shall pay for any broker's or other commissions or fees incurred by the Donor in connection with the sale of the Easement and Donor shall indemnify and hold Donee harmless from all such claims for commission and/or fees.

5.7 **Indemnification:** Donor agrees to indemnify, defend, and hold harmless Donee, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law.

5.8 **Termination:** If Donee determines in its sole and absolute discretion that any representation, warranty or covenant contained herein has been breached prior to Closing, Donee may elect to terminate this Agreement by sending written notice thereof to Donor pursuant to Paragraph 7.

6. **CLOSING:**

6.1 **Time for Closing:** The sale will be closed in the office of the Closing Agent not later than twenty-one (21) days from the date all contingencies set forth in Paragraph 3 herein have been removed, or as soon thereafter as practicable.

Donee and Donor shall deposit in escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Donor. The Closing Agent shall be:

Chicago Title Company  
10500 NE 8th St, Suite 600  
Bellevue, WA 98004

6.2 **Prorations:** Closing Costs: Donor will pay real estate excise taxes (if any are due) and real property taxes paid current through the date of closing. Donee will pay the premium for its owner's title insurance policy, the cost of recording the Easement from the Donor, and the Closing Agents escrow fees.

6.3 **Possession:** Donee shall be entitled to possession of the Easement at closing.

7. **NOTICES:** Any notices required herein shall be given to the parties at the addresses listed below:

TO DONOR:  
Michael and Vicki Elledge  
15015 223<sup>rd</sup> Ave NE  
Woodinville, WA 98077

TO DONEE:  
King County Water and Land Resources Division  
Open Space Acquisitions  
201 South Jackson Street, Suite 600  
Seattle, WA 98104

8. **DEFAULT AND ATTORNEYS' FEES:**

8.1 **DEFAULT BY DONEE:** In the event Closing does not occur due to default by Donee, Donor's sole and exclusive remedy shall be to terminate this Agreement.

8.2 **DEFAULT BY DONOR:** In the event Closing does not occur due to default of Donor, Donee shall have the right to bring an action for specific performance, damages and any other remedies available at law or in equity. In seeking any equitable remedies, Donor shall not be required to prove or establish that Donor does not have an adequate remedy at law. Donee hereby waives the requirement of any such proof and acknowledges that Donor would not have an adequate remedy at law for Donee's breach of this Agreement.

8.3 **ATTORNEY'S FEES:** In an action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

9. **GENERAL:** This Agreement, including its attachments, is the entire agreement of the Donee and Donor with respect to the Easement and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Donor and Donee. Any waivers under this agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Donee and Donor and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement.

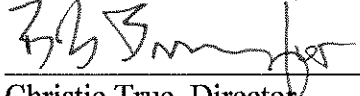
10. **WASTE; ALTERATION OF PROPERTY:** Donor shall not commit waste on the Property, nor shall Donor remove trees or other vegetation, coal, minerals or other valuable materials nor shall Donor substantially alter the surface or subsurface of the Easement Area of the property without the express written consent of Donee.

11. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the Easement conveyance, but shall survive closing.

12. **TERMINATION OF OFFER:** This offer shall terminate if not accepted by Donor on or before April 30, 2020.

Signed in duplicate original.

BUYER: King County, a political subdivision  
of the State of Washington.

BY:   
Christie True, Director  
Department of Natural Resources and Parks

Date: 3/9/20

SELLER:

Michael R Elledge  
Michael R. Elledge Seller\_1

Dec. 10, 2019  
Date

Vicki L Elledge  
Vicki L. Elledge Seller\_1

December 10, 2019  
Date

**EXHIBITS:** Exhibit A, Legal Description  
Exhibit B, Permitted Exception/Title Report  
Attachment A: Easement



STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Bob Burns is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Deputy Director of the Department of Natural Resources and Parks of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/9/20

JR

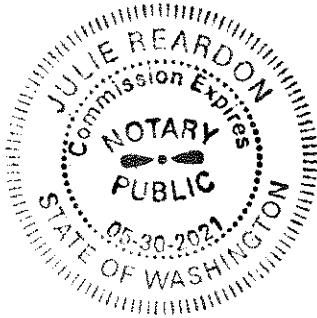
Julie Reardon

Printed name

Notary Public in and for the State of Washington

Residing at Fife

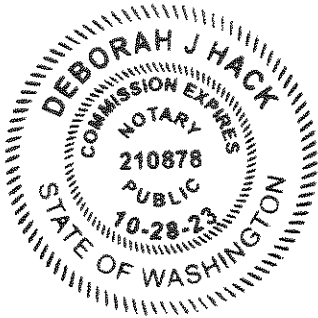
My appointment expires 5/30/21



STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

On this 11 day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael R. Elledge, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his 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.



Deborah J. Hack

Deborah J. Hack

Printed name

Notary Public in and for the  
State of Washington, residing

at Bothell, WA

City and State

My appointment expires 10/28/23

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

On this 11 day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Vicki L. Elledge, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her 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.



Deborah J. Hack  
Deborah J. Hack  
Printed name

Notary Public in and for the  
State of Washington, residing

at Bothell, WA  
City and State

My appointment expires 10-28-23

EXHIBIT A

LEGAL DESCRIPTION

Parcel A:

The South Half of the of the West Half of the East Half of the Northwest Quarter of the Southeast Quarter of Section 16, Township 26 North, Range 6 East, W.M., in King County, Washington;

Except the South 30 feet thereof conveyed to King County for street purposes by deeds recorded under Recording Numbers 4972194 and 4927683

Parcel B:

An easement for ingress, egress and utilities over the West 30 feet of the East Half of the East Half of the Northwest Quarter of the Southeast Quarter of Section 16, Township 26 North, Range 6 East, W.M., in King County, Washington;

Except the South 30 feet thereof conveyed to King County for street purposes by deeds recorded under Recording Numbers 4972194 and 4927683

## EXHIBIT B

### PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company Title Report #0131119-06 dated July 19, 2018, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 1, 2, 3, 4, 5, 6, 7, 9 (Paid Current) and 11.

## ATTACHMENT A

When Recorded Mail To:

King County  
Department of Natural Resources & Parks  
Water and Land Resources Division  
201 S. Jackson St., Suite 600  
Seattle, WA 98104-3855

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### DEED OF CONSERVATION EASEMENT

Grantor [Seller]: Michael R. Elledge and Vicki L. Elledge, Husband and Wife  
Grantee [Buyer]: King County, a political subdivision of the State of Washington.

Legal Description (abbreviated): S 1/2 OF W 1/2 OF E 1/2 OF NW 1/4 OF SE 1/4 LESS CO RD  
Additional legal(s) on Page 17  
Assessor's Tax Parcel ID#: 162606-9093.

This Deed of Conservation Easement is granted on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_, by Michael R. Elledge and Vicki L. Elledge, Husband and Wife ("Grantor"), to King  
County, a political subdivision of the State of Washington, ("Grantee").

WHEREAS, Grantor and Grantee make the following recitals:

- A. Grantor is the sole owner in fee simple of the real property ("Protected Property") legally described in Exhibit A, attached to and made a part of this Deed, which consists of approximately 4.56 acres of land located in King County, Washington. A map of the property is attached to, and made part of this Deed, as Exhibit B.
- B. The Protected Property possesses natural, open space, ecological, scenic, recreational and educational values that are of great importance to Grantor, Grantee, the people of King County and the people of the State of Washington. These values are referred to herein as the "Conservation Values" of the Protected Property.
- C. The specific Conservation Values of the Protected Property are further documented in an inventory of the relevant features, current use and state of improvement of the Protected Property, dated \_\_\_\_\_, on file at the offices of the grantee, and incorporated herein by this reference ("Present Conditions Report"). The Present Conditions Report was prepared by Grantee with the cooperation of Grantor. Grantor and Grantee acknowledge and agree that to the best of their knowledge the Present Conditions Report includes a complete and accurate description of the Protected Property. Grantor and Grantee have been provided copies of the Present Conditions Report. The Present Conditions Report is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement. Should Grantee or its assigns perform any restoration project on the Protected Property as authorized by section 3(d) and section 7, Grantee may update the Present Conditions

Report by attaching a description of the restoration project, including a map detailing the project, as an attachment.

D. The Grantor is conveying the property interest conveyed by this Deed for the purpose of ensuring that, under the Grantee's perpetual monitoring, the Conservation Values of the Protected Property will be conserved and maintained in perpetuity, and that uses of the Protected Property that are inconsistent with these Conservation Values will be prevented or corrected. The parties agree, however, that the current use of, and improvements to, the Protected Property are consistent with the conservation purposes of this Deed.

E. The Conservation Values protected by this Deed are recognized by, and the grant of this Deed will serve, the following clearly delineated governmental conservation policies:

1. The King County Comprehensive Plan and the King County Open Space System plan recognize the importance of protecting open space to conserve King County's natural resources and environmental quality for the enjoyment and benefit of all.

2. R.C.W. 84.34.010, in which the Washington State Legislature has declared "that it is in the best interests of the state to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, 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."

3. RCW 64.04.130 and RCW 84.34.210 grant counties the authority to acquire Easements to preserve, conserve and maintain open space, agricultural and timber lands, and RCW 36.70A.090 provides that counties should provide for innovative land use management techniques such as transfer of development rights programs.

F. The Grantee is a "qualified conservation organization," as defined by the Internal Revenue Code, and accepts the responsibility of enforcing the terms of this Deed and upholding its conservation purposes forever.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor and Grantee agree as follows:

1. *Grant of Easement*

Grantor voluntarily conveys and warrants to Grantee, its successors and assigns, and Grantee accepts, as permitted by R.C.W. 64.04.130 and R.C.W. ch. 84.34, a conservation easement (the "Easement") in perpetuity over the Protected Property, including all rights to environmental credits or offsets developed or created through the preservation or protection of the Conservation Values ("Preservation Credits"), which rights to Preservation Credits shall not affect Grantor's Reserved Rights set forth in Section 5 of this document, on the terms and conditions set forth herein exclusively for the purpose of conserving the Conservation Values of the Protected Property.

## 2. Purpose

It is the purpose of this Easement to ensure that the Protected Property will be retained forever in a natural, open space and scenic condition and to prevent any use of the Protected Property that will impair or interfere with the Conservation Values of the Protected Property. Grantors and Grantee intend that this Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this easement.

## 3. Rights of Grantee

To accomplish the purpose of this Easement the following rights are conveyed to Grantee, its successors and assigns, by this Easement:

- (a) To preserve and protect the Conservation Values of the Protected Property.
- (b) To enter upon the Protected Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with Section 9; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's quiet use and enjoyment of the Protected Property;
- (c) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.

## 4. Prohibited Uses

Any activity on or use of the Protected Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

(a) *Development Rights.* The use of any development rights now or hereafter associated with the Protected Property, except those specifically reserved under this Easement. The parties agree that such rights are removed from the Protected Property and may not be used on or transferred to any other portion of the Protected Property as it now or hereafter may be bounded or described or used on or transferred to any other property.

(b) *Subdivision.* The legal or *de facto* division, subdivision, or partitioning of the Protected Property for any purpose, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Protected Property is divided into lots.

(c) *Construction and Improvements.* The placement or construction outside of the Reserved Residential Area (identified in Exhibit B) of any buildings, structures, or other



improvements of any kind, including, without limitation, fences, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines. Impermanent structures including mobile homes, campers, other live-in vehicles, boats on trailers, horse trailers or other trailers are prohibited on the Protected Property.

(d) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Protected Property outside of the Reserved Residential Area with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail, except that soft-surface trails may be constructed and maintained for passive recreation as permitted by paragraph 5b) of this Agreement. Use of concrete or asphalt for passive recreation trails is expressly prohibited.

(e) *Commercial Development.* Any commercial or industrial use or activity on the Protected Property, including but not limited to commercial recreational activities involving active recreation.

(f) *Surface Alteration.* Any alteration of the surface of the land outside of the Reserved Residential Area, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod.

(g) *Soil Degradation and Water Pollution.* Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant depletion or pollution of any surface or subsurface waters.

(h) *Wetlands.* Any activity on the Protected Property that changes, disturbs, alters or impairs the plant and animal habitat, ecological value or scenic qualities of a wetland or wetland buffer. These prohibited activities include without limitation artificially draining water into or out of a wetland; grading, filling or compacting wetland soils; conducting domestic animal grazing or agricultural activities of any kind; hunting or trapping; and application of biocides except when determined by the Grantee to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species.

(i) *Ponds, Watercourses and Wells.* The alteration or manipulation of the ponds, water courses, and wells located on the Protected Property, or the creation of new water impoundments, water courses or wells, for any purpose.

(j) *Alteration of Surface Water, Subsurface Water or Channeling Water.* Any alteration of the surface water channels on the Protected Property including the removal of fallen trees, gravel or rocks from a water channel or the damming of the water channel, including the lining of the water channel with rocks, wood, trees, sand bags, or other materials.

(k) *Introduced Vegetation.* The planting or introduction of nonnative species of plants.

(l) *Removal of Trees.* Except to the extent permitted in Section 5, the pruning, cutting down, or other destruction or removal of live, standing dead, or downed dead trees located on the

Protected Property outside of the Reserved Residential Area, except as approved by King County and necessary to control or prevent hazard, disease or fire or to improve forest health.

(m) *Waste Disposal.* The disposal, storage, or release of hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Protected Property. The term "release" shall mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term "hazardous substances" as used in this Easement shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

(n) *Active Recreation.* Conducting or allowing activities, such as golf courses, ball fields, motocross, equestrian, campgrounds or any other activity involving the public or private clubs or associations engaging in organized active recreation.

(o) *Signs.* The placement of commercial signs, billboards, or other commercial advertising material on the Protected Property, except in connection with the sale or lease of the Protected Property.

(p) *Mineral Development.* The exploration for, or development and extraction of, any minerals or hydrocarbons.

(q) *Vehicles.* Outside of the Reserved Residential Area, the operation of motorcycles, dune buggies, all-terrain vehicles, snow mobiles, or other types of off-road motorized vehicles or the operation of other sources of excessive noise pollution or which may cause resource degradation.

## 5. *Reserved Rights*

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, any use of, or activity on, the Protected Property that is not inconsistent with the purpose of the Easement and that is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves the following uses and activities:

(a) *Reservation of Dwelling Unit.* Grantors reserve the right to the use of ONE (1) single-family dwelling unit. The reserved dwelling unit exists on the Protected Property as of the date of this Deed and Agreement and is located within the Reserved Residential Area as shown on Exhibit B; the locations of the single family dwelling unit and are further depicted in the Present Conditions Report. The reserved dwelling unit must be located within the Reserved Residential Area. Grantor may not change the location or size of the Reserved Residential Area, as shown on Exhibit B, without the express written permission of Grantee.

No more than the number of reserved dwelling units stated above as of the date of this Deed and Agreement will be permitted, regardless of whether the Protected Property is divided or its boundaries are altered by Grantors or by any successor in interest of Grantor. If the Protected

Property is divided, or its boundaries altered, reference to this Deed and Agreement must be shown on the map of the divided, or altered property and Exhibit B must be recorded as part of the division or alteration so that any future transfer or change in ownership of the Protected Property shall be explicitly subject to and governed by Exhibit B.

If a portion of the Protected Property is transferred separate from the whole, the conveyance instrument shall state the number of reserved dwelling units that are allocated to that portion, and Exhibit B, showing the Reserved Residential Area within which the reserved dwelling units is located, shall be attached to the conveyance instrument and recorded with it.

Failure to record Exhibit B upon division, boundary alteration, or upon the transfer of a portion of the Protected Property, shall not invalidate or otherwise affect the restriction of the total number of reserved dwelling units and their location(s) on the Protected Property.

(b) *Accessory Dwelling Unit.* The right to without limitation, to construct, reconstruct, repair, and maintain an Accessory Dwelling Unit within the Reserved Residential Area if such is allowed by the relevant King County Code. For the purpose of this reservation, an Accessory Dwelling Unit development unit shall include associated utilities and means of access. Sheds and storage buildings may be included provided they do not contain kitchen or bath facilities. Nothing herein shall constitute a waiver of the requirement to obtain approvals from the agencies authorized to issue permits for the construction of any of the improvements contemplated in this paragraph.

(c) *Emergencies.* The right to undertake other activities necessary to protect public health, property improvements, or human safety, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity.

(d) *Recreational Use.* The right to allow passive recreational use and activities, provided that such passive recreational use does not interfere with the Conservation Values of the Protected Property, that such passive recreational use does not include any of the prohibited uses set forth in Section 4 of this Easement, and that such passive recreational use is otherwise consistent with the purpose and terms of this Easement.

(e) *Removal of Trees within the Reserved Residential Area.* The right to prune, cut down, or otherwise remove trees located within the Reserved Residential Area of the Protected Property, as necessary to control or prevent hazard, disease, or fire, or to improve forest health, without prior approval from King County, or as necessary to exercise the right to an Accessory Dwelling Unit defined in Section 5(a).

(f) *Vegetation Management outside of the Reserved Residential Area.* Grantor reserves the right to collect and use on the Property as firewood one naturally dead and naturally-downed tree per year from outside of the Reserved Residential Area.

(g) *Easement*

6. *Responsibilities of Grantor Not Affected.*

Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Protected Property. This shall apply to:

(a) *Taxes.* The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. Upon five days written notice to the Grantor, the Grantee shall have the right, but not the obligation, to pay any taxes or assessments levied against the Protected Property in accordance with any bill, statement or estimate procured from the appropriate authority. If the Grantee ever pays any taxes or assessments levied against the Protected Property, the Grantor shall reimburse the Grantee for the same, with interest until reimbursed at the lesser of ten percent or the maximum rate allowed by law. The Grantor shall reimburse the Grantee for these sums plus any reasonable attorneys fees and court costs incurred to collect such sums.

(b) *Upkeep and Maintenance, Costs, Legal Requirements, 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 Protected Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

(c) *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any hazardous substances, Grantors agree to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused solely by Grantee, in which case Grantee shall be responsible for such remediation. Should Grantor become aware of the release of any hazardous substances, Grantor shall make best efforts to inform Grantee of such release as soon as possible.

(d) *Control.* Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or the Model Toxics Control Act, as amended ("MTCA").

(e) *Liability and Indemnification.* Grantor hereby agrees to release, hold harmless, indemnify, and defend Grantee, its officers, employees and agents from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney's and consultant's fees, arising from or in any way connected with (1) injury to or 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, except to the extent caused solely by the negligent acts or omissions of Grantee, its officers, employees or agents; (2) the violation or

alleged violation of, or other failure to comply with, any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and MTCA, by any person other than Grantee, its officers, employees and agents; or (3) the presence or release in, on, from, or about the Protected Property, at any time, of any hazardous substances, unless caused solely by the Grantee.

#### 7. *Grantee's Right to Restore the Protected Property*

In the event that any of the Conservation Values of the Protected Property are impaired, the Grantee shall have the right, but not the obligation, to restore all or portions of the Protected Property.

#### 8. *Access*

No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.

#### 9. *Enforcement*

Grantee shall have the right to prevent and correct violations of the terms of this Easement as set forth below.

(a) *Notice of Failure.* If Grantee determines that the Grantor is in violation of the terms of this Easement or that 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 Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) *Grantor's Failure to Respond.* Grantee may bring an action as provided for in Section 9(c) below if Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee; fails to begin curing such violation within the thirty (30) day period under circumstances where the violation cannot reasonably be cured within the thirty (30) day period; or fails to continue diligently to cure such violation until finally cured.

(c) *Grantee's Action.* Grantee may bring 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* as necessary and as allowed under the applicable civil rules, by 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 of the Conservation Values protected by this Easement, including damages for the loss of the Conservation Values; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Grantee being required to post bond or provide other security.

(d) *Immediate Action Required.* If Grantee, in its sole and absolute discretion,

determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* Grantee's rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Easement. 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 9 both prohibitive and mandatory, 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 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) *Costs of Enforcement.* All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action each party shall bear its own costs.

(g) *Grantee's Discretion.* Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term 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 Grantors shall impair such right or remedy or be construed as a waiver.

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

#### 10. *Alternate Dispute Resolution*

If a dispute arises between the Parties concerning the consistency of any proposed use or activity with this Easement, the Parties shall attempt to resolve the dispute through informal discussion. The Parties may also agree to refer the dispute to mediation. Upon such agreement, the Parties shall select a single mediator to hear the matter. Each party shall bear its own costs, including attorney's fees, if mediation is pursued under this Section 10. The Parties shall share equally the fees and expenses of the mediator.

#### 11. *Notice and Approval*

(a) *Notice.* Whenever notice is required under this Easement, the party required to give notice ("Notifying Party") shall give reasonable notice prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this Easement.

(b) *Evaluation of Proposed Activities.* The purpose of requiring the Notifying Party to notify the other party prior to undertaking certain permitted uses and activities is to afford the other party an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the purpose and terms of this Easement.

#### 12. *Notice of Transfer of Protected Property by Grantor and Successor and Assigns*

Anytime the Protected Property itself, or any interest in it is transferred by the Grantor to a third party, the Grantor, its successors and assigns, shall notify the Grantee in writing, and the document of conveyance shall expressly refer to this Deed of Conservation Easement.

#### 13. *Termination of Easement*

(a) *Frustration of Purpose.* If a court of competent jurisdiction determines that conditions on or surrounding the Protected Property change so much that it becomes impossible to fulfill any of the conservation purposes of the Easement, the court may, at the joint request of both the Grantor and Grantee, terminate in whole or in part the Easement created by this Deed.

(b) *Economic Value.* The fact that any use of the protected Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted thereunder, has been considered by the Grantor in granting this Easement. It is the intent of both Grantor and Grantee that any such changes shall not be assumed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this section.

(c) *Proceeds.* If the Easement is terminated and the Protected Property is sold or taken for public use, the Grantee shall be entitled to a percentage of the gross sale proceed of condemnation award equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of termination. The Grantee shall use the proceeds consistently with the conservation purposes of this Easement.

#### 14. *Modification*

This Deed may be modified by agreement of the parties, provided that any such amendment shall be consistent with the purpose of the Easement and shall not effect its perpetual duration. All modifications shall be in writing, signed by both parties and recorded in the real property records of King County.

15. *Interpretation*

This Deed shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. *Perpetual Duration*

This Easement created by this Deed shall be a binding servitude running with the land in perpetuity, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Protected Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Protected Property now or hereafter held by Grantee. Every provision of this Deed that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

17. *Inaction*

Inaction or inactivity on the part of Grantee with respect to the Easement shall not constitute abandonment of the Easement.

18. *Notices*

Any notices required by this Deed shall be in writing and shall be personally delivered or sent by first class mail to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address.

To Grantor:

Michael and Vicki Elledge  
15015 223<sup>rd</sup> Ave NE  
Woodinville, WA 98077

To Grantee: King County Department of Natural Resources & Parks

Water and Land Resources Division

201 South Jackson Street, Suite 600  
Seattle, WA 98104

19. *Grantor's Title Warranty*

The Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in Exhibit C attached to and made a part of this Deed, and hereby promise to defend the same against all claims that may be made against it.



20. *Severability*

If any provision of this Deed is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

21. *Acceptance*

The Grantee hereby accepts this Grant of Deed of Conservation Easement.

22. *Entire Agreement*

This instrument sets forth the entire agreement of the parties with respect to the terms of this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Easement, all of which merge herein.

23. *Waiver of Defenses*

Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the ten-year statute of limitations provided in RCW 4.16.020 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

24. *Subordination*

Grantor certifies that all mortgages and deeds of trust (collectively "Liens"), if any, affecting the Protected Property are subordinate to, or shall become subordinate to, the rights of Grantee under this Easement. Grantor has provided, or shall provide, a copy of this Easement to all mortgagees, and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders"), already affecting the Protected Property or which will affect the protected Property prior to the recording of this Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation, the Liens to this Easement by recording a subordination agreement pertaining to any such Lien which must meet the approval of Grantee.

25. *Counterparts*

This Conservation Easement may be executed in one or more counterparts, each of which shall be deemed an original. The signatures to this Conservation Easement may be executed and notarized on separate pages and when attached to this document shall constitute one complete document.

In Witness Whereof, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

Grantors:

\_\_\_\_\_  
Michael R. Elledge

\_\_\_\_\_  
Vicki L. Elledge

Grantee King County, a political subdivision of the State of Washington:

BY: \_\_\_\_\_

\_\_\_\_\_  
Director, Department of Natural Resources & Parks



STATE OF WASHINGTON }  
 } SS  
COUNTY OF KING }

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared Michael R. Elledge, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her 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 \_\_\_\_\_

City and State

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON }  
 } SS  
COUNTY OF KING }

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn personally appeared Vicki L. Elledge, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her 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 \_\_\_\_\_

City and State

My appointment expires \_\_\_\_\_

EXHIBIT A

THE PROTECTED PROPERTY  
LEGAL DESCRIPTION






THE SOUTH HALF OF THE WEST HALF OF THE EASET HALF OF THE NORTHWEST  
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 26 NORTH,  
RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON

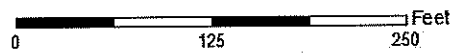
EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR STREET  
UPRPOSES BY DEEDS RECORDED UNDER NUMBERS 4972194 AND 4927683.

# EXHIBIT B PROPERTY MAP



### LEGEND

-  Protected Property (approx. 4.56 ac)
-  Reserved Residential Area (approx. 1.54 ac)
-  Existing Easement (approx. 0.88 ac)
-  Other KC Parcel Boundaries
-  Roads



**EXHIBIT C  
PERMITTED EXCEPTIONS/TITLE REPORT**

Those special exceptions listed on Chicago Title Insurance Company Title Report #0131119-06 dated July 19, 2018, and any supplements thereto (which Title Report and Supplement are incorporated into this Agreement by this reference) numbered 1, 2, 3, 4, 5, 6, 7, 9 (Paid Current) and 11.



## Certificate Of Completion

Envelope Id: 8B03E73171FE4D2A99DA020786081697	Status: Completed
Subject: Please DocuSign: Motion 15749.docx, Motion 15749 Attachment A.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Supplemental Document Pages: 29	Initials: 0
Certificate Pages: 2	Envelope Originator:
AutoNav: Enabled	Angel Allende
Envelopeld Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Angel.Allende@kingcounty.gov
	IP Address: 198.49.222.20

## Record Tracking

Status: Original	Holder: Angel Allende	Location: DocuSign
12/10/2020 12:25:28 PM	Angel.Allende@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

## Signer Events

Claudia Balducci  
 claudia.balducci@kingcounty.gov  
 King County General (ITD)  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 7E1C273CE9994B6...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 198.49.222.20

## Timestamp

Sent: 12/10/2020 12:30:38 PM  
 Viewed: 12/11/2020 12:50:42 PM  
 Signed: 12/11/2020 12:51:07 PM


## Electronic Record and Signature Disclosure:

Not Offered via DocuSign  
 Supplemental Documents:

Motion 15749 Attachment A.pdf

Viewed: 12/11/2020 12:50:47 PM  
 Read: Not Required  
 Accepted: Not Required

Melani Pedroza  
 melani.pedroza@kingcounty.gov  
 Clerk of the Council  
 King County Council  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 8DE1BB375AD3422...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 198.49.222.20

Sent: 12/11/2020 12:51:09 PM  
 Viewed: 12/11/2020 12:57:37 PM  
 Signed: 12/11/2020 12:57:58 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign  
 Supplemental Documents:

Motion 15749 Attachment A.pdf

Viewed: 12/11/2020 12:57:49 PM  
 Read: Not Required  
 Accepted: Not Required

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	12/10/2020 12:30:38 PM
Certified Delivered	Security Checked	12/11/2020 12:57:37 PM
Signing Complete	Security Checked	12/11/2020 12:57:58 PM
Completed	Security Checked	12/11/2020 12:57:58 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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