



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion 15853

Proposed No. 2021-0074.1

Sponsors Dunn

1 A MOTION authorizing the King County executive to
2 accept a donation of two conservation easements totaling
3 approximately twenty-three and one-half acres of private
4 property north of Covington, WA, appraised at one hundred
5 sixty-seven thousand five hundred dollars, for fish and
6 wildlife habitat conservation purposes.

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

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

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

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

17 WHEREAS, the donor, Max Prinsen, is a land owner who would like to make the
18 donation to King County so that the land is 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 two conservation easement
21 donations that together equal approximately twenty-three and one-half acres valued at
22 one hundred sixty-seven thousand five hundred dollars from Max Prinsen, consistent with
23 the King County Real Estate Purchase and Sale Agreements, which are Attachments A
24 and B to this motion, for King County parks and recreation division purposes. The open
25 space acquisition unit within the water and land resources division of the department of
26 natural resources and parks is responsible for handling the technical real estate
27 transaction and administrative matters associated with this donation, including the closing

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28 and recording of the easement, and is authorized to execute such other documents as are
29 necessary to complete the transaction.
30

Motion 15853 was introduced on 2/16/2021 and passed by the Metropolitan King County Council on 4/6/2021, 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...

Claudia Balducci, Chair

ATTEST:

DocuSigned by:
Angel Allende for
C267B914088E4A0...

Melani Pedroza, Clerk of the Council

Attachments: A. Shadow Lake Prinsen Parcel A Property Real Estate Purchase and Sale Agreement Easement, B. Shadow Lake Prinsen Parcel C Property Real Estate Purchase and Sale Agreement Easement

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Attachment A

SHADOW LAKE
PRINSEN (PARCEL A) PROPERTY

REAL ESTATE PURCHASE AND SALE AGREEMENT
EASEMENT

This Agreement is made as of the date this instrument is fully executed by and between MAX P. PRINSEN and ERIN WOJEWODZKI-PRINSEN, husband and wife ("Seller"), and KING COUNTY, a political subdivision of the State of Washington ("Buyer"), for purchase and sale of that certain Transfer of Development Rights Agricultural Conservation Easement situated in King County, Washington, described on Exhibit "A", and all rights appurtenant thereto (the "Easement")

1. **PURCHASE PRICE:** The total purchase price for the Easement is **One Hundred Eighty Five Thousand and No/100 Dollars (US \$185,000.00)** ("Purchase Price"). The Purchase Price contains two parts, **(US \$92,500.00)** which is payable at closing in cash and **(US \$92,500.00)** which shall be a charitable donation by Seller to Buyer.

2. **TITLE:**
 - 2.1 **Conveyance by Easement:** At closing, Seller will execute and deliver to Buyer 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 Easement will be provided to escrow by Buyer for execution by Seller in closing, the form of which is attached hereto as Attachment "1".

 - 2.2 **Title Insurance:** At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer'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.

 - 3.3 **Council Approval:** Donation of the Property is contingent on approval of acceptance of the donation by the Metropolitan King County Council.

3.2 **Removal of Contingencies:** King County shall have a period of 120 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 Seller 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:** Seller 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, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

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

5.1 **Authority:** Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller 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:** Seller is unaware of any material defect in the Easement property;

5.4 **Contamination:** Seller 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. Seller 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 Seller's activities on the property within the Easement and is in compliance with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the property within the Easement and, to the Seller's knowledge, the property within the Easement is not, nor has it ever been subject to the release of hazardous substances.

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

5.6 **Indemnification:** Seller agrees to indemnify, defend, and hold harmless Buyer, 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.

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

Buyer and Seller 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 Seller. The Closing Agent shall be:

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

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

6.3 **Possession:** Buyer shall be entitled to possession of the Easement upon Buyers' deposit of funds into escrow in an amount equal to the purchase price plus any escrow fees, title insurance premiums or other fee, charge or proration which it is required to pay under the terms of this Agreement.

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

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Attachment A

TO SELLER:
Max P. Prinsen and
Erin Wojewodzki-Prinsen
22238 Peter Grubb Road SE
Renton, WA 98058

TO BUYER:
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 BUYER: In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement.

8.2 DEFAULT BY SELLER: In the event Closing does not occur due to default of Seller, Buyer 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, Seller shall not be required to prove or establish that Seller does not have an adequate remedy at law. Buyer hereby waives the requirement of any such proof and acknowledges that Seller would not have an adequate remedy at law for Buyer'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 Buyer and Seller 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 Buyer and Seller. 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, Buyer and Seller 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: Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Easement Area of the Property without the express written consent of Buyer.

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 Seller on or before January 15, 2021.

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Attachment A

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: _____

SELLER:

Max P. Prinsen

Date

Erin Wojewodzki-Prinsen

Date

EXHIBITS:

- Exhibit A**, Legal Description
- Exhibit B**, Permitted Exceptions/Title Report
- Attachment 1**: Easement

EXHIBIT A

LEGAL DESCRIPTION

The East Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 7, Township 22 North, Range 6 East, W.M., In King County, Washington;

TOGETHER WITH the North Half of the Northeast Quarter of the Southwest Quarter of said Section 7;

EXCEPT that portion thereof lying within the ASSESSORS PLAT OF SHADOW LAKE PARK DIVISION NO. 1. according to the plat thereof recorded in Volume 70 at pages 28 and 29, records of King County, Washington;

ALSO, EXCEPT that portion thereof lying within SHADOW LAKE PARK DIV. NO. 2, according to the plat thereof recorded In Volume 76 at page 71, records of King County, Washington;

ALSO, EXCEPT that portion thereof lying West of the East Right-of-Way margin of 184th Avenue S.E., according to the Southerly Extension of said Right-of-way margin as established in said ASSESSORS PLAT OF SHADOW LAKE PARK DIV. NO. 1.

EXHIBIT B

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company of Washington Report #192456-SC (Revision 1) dated July 11, 2020, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 1 (Paid Current), 4, 5, 6, 7, 11, 12, 13, 18, 20 and 21 (as subordinated), Schedule B-II.

ATTACHMENT 1

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

DEED OF CONSERVATION EASEMENT

Grantor [Seller]: Max P. Prinsen and Erin Wojewodzki-Prinsen husband and wife Grantee [Buyer]: King County, a political subdivision of the State of Washington.
Legal Description (abbreviated): NE/4 of SW/4 Sec. 7 T22N, R6E
Additional legal(s) on Page(s) 16 and 17.
Assessor's Tax Parcel ID#: 072206-9168

This Deed of Conservation Easement is granted on this _____ day of _____ 2020, by Max P. Prinsen and Erin Wojewodzki-Prinsen ("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 legally described in Exhibit A1, (hereinafter, "Property"), and the sole owner in fee simple of the real property ("Protected Property") legally described in Exhibit A2 (hereinafter, "Protected Property"), attached to and made a part of this Deed, which Protected Property consists of approximately 17.49 acres of land located in King County, Washington. A map of the Property and Protected 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 _____, attached hereto as Exhibit C, 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 Grantor has the intention of eventually transferring the Property and the rights and obligations created by this Deed of Conservation Easement to Save Habitat and Diversity of Wetlands Organization, a Washington non-profit corporation, also known as SHADOW Lake Nature Preserve (SHADOW). At any time after this Deed is executed, the Grantors may donate all or portions of the Protected Property to SHADOW and every provision of this Deed of Conservation Easement 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.

F. 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.

G. 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 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 allow persons or groups, including Grantee, to enter upon the Protected Property for scientific and educational purposes at mutually agreeable dates and times and upon not less than 10 days prior notice to grantor;
- (d) To conduct, with reasonable prior notice to Grantor, survey, site preparation, removal of invasive non-native riparian vegetation, streambank stabilization, installation of large woody debris and other activities associated with habitat

restoration. Nothing herein shall be deemed to imply any obligation to perform such restoration activities;

(e) 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; and

(f) To install informational signs for educational purposes, to give notice of the existence of recreational trails, if any, on the property, to inform the public of the sources of funding used to acquire this Easement or to establish rules for use of the property.

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) *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.

(b) *Construction and Improvements.* The placement or construction 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.

(c) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Protected Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail. Use of concrete or asphalt for passive recreation trails is expressly prohibited.

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

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

(f) *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.

(g) *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.

(h) *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.

(i) *Alteration 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.

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

(k) *Removal of Trees*. The pruning, cutting down, or other destruction or removal of trees located on the Protected Property, except as approved by King County, and/or as necessary to control or prevent hazard, disease or fire or to improve forest health.

(l) *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.

(m) *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.

(n) *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.

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

(p) *Vehicles.* 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.

(q) *Development Rights.* The use of 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.

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) *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.

(b) *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. Grantor's rights reserved under this Section 5(b) include, but are not limited to, the rights to (i) conduct educational tours and science surveys on the Protected Property; (ii) develop a trail system, including wooden boardwalks and observation areas; (iii) maintain trails with wood chips from Native trees to create safe walking surfaces; (iv) maintain structures, trails, and trees that present hazards to ensure the safety of structures and individuals that use the Protected Property; (v) remove invasive species; and (vi) erect informational signage, including rules of access to the Protected Property

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 attorney's 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 access by the general public to any portion of the Protected Property is conveyed by this Easement. The Protected Property is a controlled access area regulated by the Grantors and SHADOW.

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*

Any time 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 affect 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 affected 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:

Save Habitat and Diversity of Wetlands Organization
21656 184th Ave. SE
Renton, WA 98058

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 D 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 either by signing a subordination agreement contained at the end of this Easement, which shall become a part of this Easement as Exhibit E and recorded with it, or by recording a separate 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.

Grantor: Max P. Prinsen and Erin Wojewodzki-Prinsen

BY: _____

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

BY: _____
Christie True, Director
Department of Natural Resources & Parks

EXHIBIT A-1

WHOLE PROPERTY
LEGAL DESCRIPTION

The East Half of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 7, Township 22 North, Range 6 East, W.M., In King County, Washington;

TOGETHER WITH the North Half of the Northeast Quarter of the Southwest Quarter of said Section 7;

EXCEPT that portion thereof lying within the ASSESSORS PLAT OF SHADOW LAKE PARK DIVISION NO. 1, according to the plat thereof recorded in Volume 70 at pages 28 and 29, records of King County, Washington;

ALSO, EXCEPT that portion thereof lying within SHADOW LAKE PARK DIV. NO. 2, according to the plat thereof recorded In Volume 76 at page 71, records of King County, Washington;

ALSO, EXCEPT that portion thereof lying West of the East Right-of-Way margin of 184th Avenue S.E., according to the Southerly Extension of said Right-of-way margin as established in said ASSESSORS PLAT OF SHADOW LAKE PARK DIV. NO. 1.

EXHIBIT A-2

PROTECTED PROPERTY
LEGAL DESCRIPTION

ALL THAT real property described in Exhibit A-1 herein excepting therefrom that portion described as the Southerly 165 feet of the most Westerly 290 feet thereof.

EXHIBIT B

PROPERTY MAP

(To be added prior to closing)

EXHIBIT C
PRESENT CONDITIONS REPORT
(To be added prior to closing)

EXHIBIT D

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company of Washington Report #192456-SC (Revision 1) dated July 11, 2020, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 1 (Paid Current), 4, 5, 6, 7, 11, 12, 13, 18, 20 and 21 (as subordinated), Schedule B-II.

EXHIBIT E
SUBORDINATION AGREEMENT

Subordination of Mortgage or Deed of Trust. At the time of the conveyance of this Easement, the Protected Property is subject to a Mortgage/Deed of Trust dated _____, recorded in the King County Assessor's Office, recording number _____, held by _____ (hereinafter "Mortgagee/Lender. The Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to subordinate the Mortgage/Deed of Trust to this Easement under the following conditions and stipulations:

(a) The Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Protected Property and all proceeds of a condemnation proceeding, and shall be entitled to same in preference to Grantee until the Mortgage/Deed of Trust is paid off and discharged, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

(b) If the Mortgagee/Lender receives an assignment of leases, rents and profits of the Protected Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then the Mortgagee/Lender shall have a prior claim to the leases, rents, and profits of the Protected Property and shall be entitled to receive the same in preference to Grantee until the Mortgagee/Lender's debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

(c) The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Protected Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.

(d) Nothing contained in this section or in this Easement shall be construed to give any mortgagee/Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Protected Property by foreclosure or otherwise.

[Signature blocks]

Motion 15853

Attachment B

SHADOW LAKE
PRINSEN (PARCEL C) PROPERTY

REAL ESTATE PURCHASE AND SALE AGREEMENT
EASEMENT

This Agreement is made as of the date this instrument is fully executed by and between MAX P. PRINSEN and ERIN WOJEWODZKI-PRINSEN, husband and wife ("Seller"), and KING COUNTY, a political subdivision of the State of Washington ("Buyer"), for purchase and sale of that certain Transfer of Development Rights Agricultural Conservation Easement situated in King County, Washington, described on Exhibit "A", and all rights appurtenant thereto (the "Easement")

1. **PURCHASE PRICE:** The total purchase price for the Easement is **One Hundred Fifty Thousand and No/100 Dollars (US \$150,000.00)** ("Purchase Price"). The Purchase Price contains two parts, **(US \$75,000.00)** which is payable at closing in cash and **(US \$75,000.00)** which shall be a charitable donation by Seller to Buyer.

2. **TITLE:**

2.1 **Conveyance by Easement:** At closing, Seller will execute and deliver to Buyer 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 Easement will be provided to escrow by Buyer for execution by Seller in closing, the form of which is attached hereto as Attachment "1".

2.2 **Title Insurance:** At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer'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.

3.3 **Council Approval:** Donation of the Property is contingent on approval of acceptance of the donation by the Metropolitan King County Council.

3.2 **Removal of Contingencies:** King County shall have a period of 120 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 Seller 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:** Seller 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, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

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

5.1 **Authority:** Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller 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:** Seller is unaware of any material defect in the Easement property;

5.4 **Contamination:** Seller 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. Seller 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 Seller's activities on the property within the Easement and is in compliance with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the property within the Easement and, to the Seller's knowledge, the property within the Easement is not, nor has it ever been subject to the release of hazardous substances.

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

5.6 **Indemnification:** Seller agrees to indemnify, defend, and hold harmless Buyer, 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.

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

Buyer and Seller 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 Seller. The Closing Agent shall be:

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

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

6.3 **Possession:** Buyer shall be entitled to possession of the Easement upon Buyers' deposit of funds into escrow in an amount equal to the purchase price plus any escrow fees, title insurance premiums or other fee, charge or proration which it is required to pay under the terms of this Agreement.

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

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Attachment B

TO SELLER:
Max P. Prinsen and
Erin Wojewodzki-Prinsen
22238 Peter Grubb Road SE
Renton, WA 98058

TO BUYER:
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 BUYER:** In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement.

8.2 **DEFAULT BY SELLER:** In the event Closing does not occur due to default of Seller, Buyer 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, Seller shall not be required to prove or establish that Seller does not have an adequate remedy at law. Buyer hereby waives the requirement of any such proof and acknowledges that Seller would not have an adequate remedy at law for Buyer'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 Buyer and Seller 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 Buyer and Seller. 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, Buyer and Seller 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:** Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Easement Area of the Property without the express written consent of Buyer.

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 Seller on or before January 15, 2021.

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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: _____

SELLER:

Max P. Prinsen

Date

Erin Wojewodzki-Prinsen

Date

EXHIBITS:

- Exhibit A**, Legal Description
- Exhibit B**, Permitted Exceptions/Title Report
- Attachment 1**: Easement

Motion 15853

Attachment B

EXHIBIT A

LEGAL DESCRIPTION

The Southeast quarter of the Southeast quarter of the Southwest quarter of Section 7,
Township 22 North, Range 6 East, W.M., in King County, Washington;

Except those portions conveyed to King County for road purposes by deeds recorded
under Recording Numbers 1640096 and 2744566;

Also except that portion lying West of County Road.

EXHIBIT B

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company of Washington Report #192456-SC (Revision 1) dated July 11, 2020, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 3 (Paid Current), 5, 6, 8, 10, 14, 16 and 17, Schedule B-II.

ATTACHMENT 1

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

DEED OF CONSERVATION EASEMENT

Grantor [Seller]: Max P. Prinsen and Erin Wojewodzki-Prinsen husband and wife
Grantee [Buyer]: King County, a political subdivision of the State of Washington.

Legal Description (abbreviated): Ptn SE/4 of SE/4 of SW/4 Sec. 7 T22N, R6E
Additional legal(s) on Page(s) 16 and 17.
Assessor's Tax Parcel ID#: 072206-9263

This Deed of Conservation Easement is granted on this _____ day of _____ 2020, by Max P. Prinsen and Erin Wojewodzki-Prinsen ("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 legally described in Exhibit A1, (hereinafter, "Property"), and the sole owner in fee simple of the real property ("Protected Property") legally described in Exhibit A2 (hereinafter, "Protected Property"), attached to and made a part of this Deed, which Protected Property consists of approximately 6.02 acres of land located in King County, Washington. A map of the Property and Protected 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 _____, attached hereto as Exhibit C, 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 Grantor has the intention of eventually creating an Access and Maintenance agreement over the Protected Property prior to or upon transfer of the Property to a third-party purchaser. This will ensure that Grantor or Save Habitat and Diversity of Wetlands Organization, a Washington non-profit corporation, also known as SHADOW Lake Nature Preserve (SHADOW) can continue to perform the functions and activities on the Protected Property consistent with the rights and obligations as defined in this Deed of Conservation Easement.

F. 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.

G. 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 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 allow persons or groups, including Grantee, to enter upon the Protected Property for scientific and educational purposes at mutually agreeable dates and times and upon not less than 10 days prior notice to grantor;
- (d) To conduct, with reasonable prior notice to Grantor, survey, site preparation, removal of invasive non-native riparian vegetation, streambank stabilization, installation of large woody debris and other activities associated with habitat

restoration. Nothing herein shall be deemed to imply any obligation to perform such restoration activities;

(e) 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; and

(f) To install informational signs for educational purposes, to give notice of the existence of recreational trails, if any, on the property, to inform the public of the sources of funding used to acquire this Easement or to establish rules for use of the property.

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) *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.

(b) *Construction and Improvements.* The placement or construction 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.

(c) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Protected Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail. Use of concrete or asphalt for passive recreation trails is expressly prohibited.

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

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

(f) *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.

(g) *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.

(h) *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.

(i) *Alteration 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.

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

(k) *Removal of Trees*. The pruning, cutting down, or other destruction or removal of trees located on the Protected Property, except as approved by King County, and/or as necessary to control or prevent hazard, disease or fire or to improve forest health.

(l) *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.

(m) *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.

(n) *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.

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

(p) *Vehicles.* 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.

(q) *Development Rights.* The use of 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.

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) *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.

(b) *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. Grantor's rights reserved under this Section 5(b) include, but are not limited to, the rights to (i) conduct educational tours and science surveys on the Protected Property; (ii) develop a trail system, including wooden boardwalks and observation areas; (iii) maintain trails with wood chips from Native trees to create safe walking surfaces; (iv) maintain structures, trails, and trees that present hazards to ensure the safety of structures and individuals that use the Protected Property; (v) remove invasive species; and (vi) erect informational signage, including rules of access to the Protected Property.

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 attorney's 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 access by the general public to any portion of the Protected Property is conveyed by this Easement. The Protected Property is a controlled access area regulated by the Grantors and SHADOW.

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*

Any time 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 affect 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 affected 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:

Save Habitat and Diversity of Wetlands Organization
21656 184th Ave. SE
Renton, WA 98058

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 D 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 either by signing a subordination agreement contained at the end of this Easement, which shall become a part of this Easement as Exhibit E and recorded with it, or by recording a separate 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.

Grantor:

Max P. Prinsen

Erin Wojewodzki-Prinsen

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

BY:

Christie True, Director
Department of Natural Resources & Parks

EXHIBIT A-1

WHOLE PROPERTY
LEGAL DESCRIPTION

The Southeast quarter of the Southeast quarter of the Southwest quarter of Section 7,
Township 22 North, Range 6 East, W.M., in King County, Washington;

Except those portions conveyed to King County for road purposes by deeds recorded
under Recording Numbers 1640096 and 2744566;

Also except that portion lying West of County Road.

EXHIBIT A-2

PROTECTED PROPERTY
LEGAL DESCRIPTION

ALL THAT portion of the real property described in Exhibit A-1 as follows:

The South 355 feet, together with the East 60 feet, together with the North 60 feet,
together with the west 270 feet of the North 206.96 feet thereof.

EXHIBIT B
PROPERTY MAP

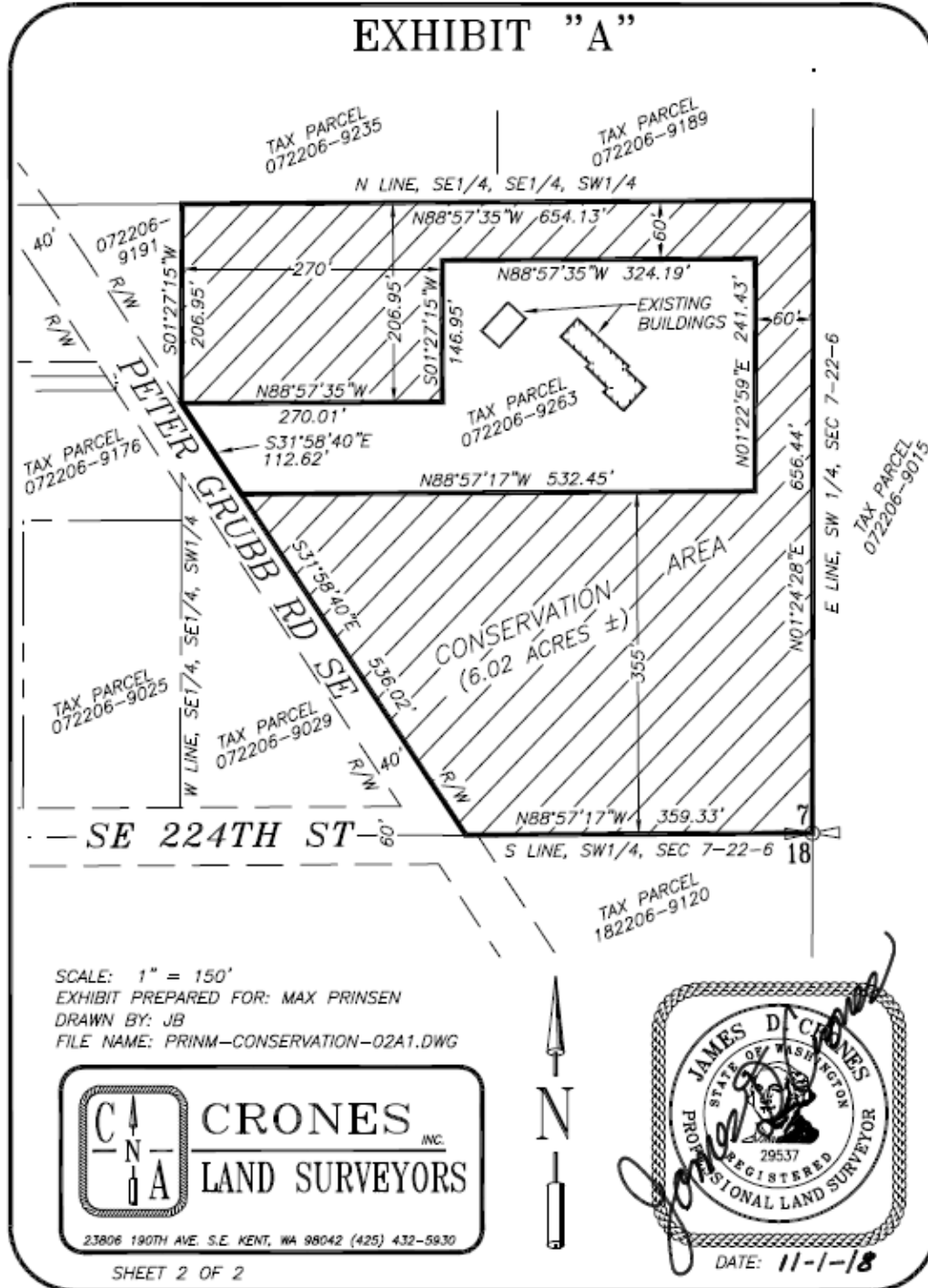


EXHIBIT C
PRESENT CONDITIONS REPORT
(To be added prior to closing)

EXHIBIT D

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company of Washington Report #192456-SC (Revision 1) dated July 11, 2020, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 3 (Paid Current), 5, 6, 8, 10, 14, 16 and 17, Schedule B-II.

EXHIBIT E
SUBORDINATION AGREEMENT

Subordination of Mortgage or Deed of Trust. At the time of the conveyance of this Easement, the Protected Property is subject to a Mortgage/Deed of Trust dated _____, recorded in the King County Assessor's Office, recording number _____, held by _____ (hereinafter "Mortgagee/Lender. The Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to subordinate the Mortgage/Deed of Trust to this Easement under the following conditions and stipulations:

(a) The Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Protected Property and all proceeds of a condemnation proceeding, and shall be entitled to same in preference to Grantee until the Mortgage/Deed of Trust is paid off and discharged, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

(b) If the Mortgagee/Lender receives an assignment of leases, rents and profits of the Protected Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then the Mortgagee/Lender shall have a prior claim to the leases, rents, and profits of the Protected Property and shall be entitled to receive the same in preference to Grantee until the Mortgagee/Lender's debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

(c) The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Protected Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.

(d) Nothing contained in this section or in this Easement shall be construed to give any mortgagee/Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Protected Property by foreclosure or otherwise.

[Signature blocks]

Certificate Of Completion

Envelope Id: DA03E28A35A34294831FEA1C4177EA95	Status: Completed
Subject: Please DocuSign: Motion 15853.docx, Motion 15853 Attachment A.doc, Motion 15853 Attachment B.doc	
Source Envelope:	
Document Pages: 3	Signatures: 2
Supplemental Document Pages: 52	Initials: 0
Certificate Pages: 2	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original 4/7/2021 11:21:36 AM	Holder: Cherie Camp Cherie.Camp@kingcounty.gov	Location: DocuSign
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:

7E1C273CE99E4B6...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

Timestamp

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Viewed: 4/7/2021 12:39:57 PM
Signed: 4/7/2021 12:40:21 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign
Supplemental Documents:

Motion 15853 Attachment A.doc

Viewed: 4/7/2021 12:40:07 PM
Read: Not Required
Accepted: Not Required

Motion 15853 Attachment B.doc

Viewed: 4/7/2021 12:40:15 PM
Read: Not Required
Accepted: Not Required

Angel Allende for
angel.allende@kingcounty.gov
Deputy Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

DocuSigned by:

C267B914088E4A0...
Signature Adoption: Pre-selected Style
Using IP Address: 198.49.222.20

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Signed: 4/7/2021 12:43:50 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign
Supplemental Documents:

Motion 15853 Attachment A.doc

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Read: Not Required
Accepted: Not Required

Motion 15853 Attachment B.doc

Viewed: 4/7/2021 12:43:04 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
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/7/2021 11:30:13 AM
Certified Delivered	Security Checked	4/7/2021 12:41:04 PM
Signing Complete	Security Checked	4/7/2021 12:43:50 PM
Completed	Security Checked	4/7/2021 12:43:50 PM
Payment Events	Status	Timestamps