



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 19, 2002

Ordinance 14300

Proposed No. 2001-0556.1

Sponsors Phillips and Pelz

1 AN ORDINANCE authorizing a restrictive covenant
2 making open space property acquired under Ordinance
3 9071 permanently available for fish and wildlife habitat
4 restoration purposes.

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7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. There is hereby approved and adopted the attached restrictive
9 covenant, Attachment "A", to make permanently available for fish and wildlife habitat
10 restoration purposes and for limited public use:

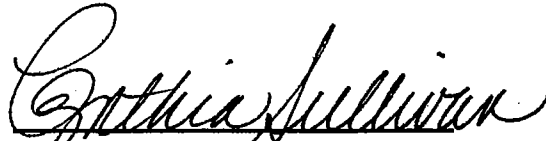
11 Lots 8 and 9 of Gordons' Addition No. 2, acquired under Ordinance 9071, as
12 required under a Consent Decree entered into under United States Court Case No.

13 C90 395-WD between United States of America, plaintiff, and the City of Seattle
14 and Municipality of Metropolitan Seattle ("METRO"), defendants, King County,
15 successor to METRO.
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Ordinance 14300 was introduced on 11/19/2001 and passed by the Metropolitan King County Council on 3/18/2002, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

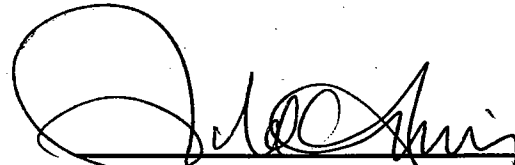

Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 26 day of March, 2002.


Ron Sims, County Executive

Attachments A. Restrictive Covenant

Recording Requested By And
When Recorded Mail To:

King County
Water and Lands Resources Division
Office of Open Space
201 South Jackson Street, Suite 600
Seattle, WA 98104

RESTRICTIVE COVENANT

Grantor [Seller]: King County, a political subdivision of the State of Washington.

Grantee [Buyer]: The National Oceanic and Atmospheric Administration; and the U. S. Fish and Wildlife Service; the State of Washington Department of Ecology; the Suquamish Tribe; and the Muckleshoot Indian Tribe; as Natural Resource Trustees under the Consent Decree entered into the United States District Court for the Western District of Washington, Case No. C-90-395-WD.

Legal Description (abbreviated): Lot 8-9 Gordon's Add. No. 2.

Assessor's Tax Parcel ID#: 284380-0040, 284380-0045.

Project [Area]: Northwind Weir.

THIS RESTRICTIVE COVENANT dated as of the _____ day of _____, 2001 is made by King County, a political subdivision of the State of Washington (Declarant), with reference to the following facts:

Declarant is the owner of certain real property located in King County, Washington, and more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

In the Consent Decree entered into United States District Court, Cause No. C90-395-WD between the United States of America,

Represented by the National Oceanic and Atmospheric Administration, and the U. S. Fish and Wildlife Service, the State of Washington Department of Ecology, the Suquamish Tribe, and the Muckleshoot Indian Tribe (Natural Resource Trustees) Plaintiffs, and the City of Seattle and Municipality of Metropolitan Seattle ("Metro"), Defendants, said Defendants agreed to each make permanently available for use as sites for habitat development projects real property having a value of two million five hundred thousand dollars (\$2,500,000).

Metro subsequently merged into and became a part of Declarant.

Declarant has designated the Northwind Weir project, located on the property as a site comprehended by the Consent Decree.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that the Property shall be held, hypothecated, leased, sold and conveyed subject to the following conditions and restrictions which shall run with the land and shall be binding on the Declarant, its successors and assigns and all parties acquiring any right, title or interest in the Property or any portion thereof in perpetuity.

1. **Restrictions on Use of the Property.** The Declarant shall develop and use the Property as a fish and wildlife habitat and for limited passive public use, exclusively and for no other purpose.
2. **Duration.** The covenants, conditions and restrictions contained herein shall run with the land and shall bind, benefit and burden the Property and shall be binding upon the Declarant and its successors and assigns in perpetuity from the date of final execution of this Covenant.
3. **Enforcement.** In the event of violation of any of the provisions of the Covenant, the United States of America shall have the right to enforce the covenant by any proceedings at law or in equity, including the right to apply to a court of competent jurisdiction for an injunction against such violation. Any remedies specifically provided herein are non-exclusive and are in addition to all other remedies available to the Natural Resource Trustees under the terms of the Consent Decree or otherwise.

EXHIBIT A

LEGAL DESCRIPTION

Tracts 8 and 9, Gordon's Addition No. 2, according to the plat thereof recorded in Volume 36 of Plats, page 42, in King County;

TOGETHER WITH those portion of said Tracts 8 and 9, lying Westerly of the Duwamish River adjacent to said Tracts.