



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 22, 2003**

**Ordinance 14760**

**Proposed No.** 2003-0389.2

**Sponsors** Patterson and Phillips

1 AN ORDINANCE authorizing the executive to grant a  
2 wetland protection easement over a 21.88-acre portion of  
3 Auburn Narrows park to the city of Tacoma department of  
4 public utilities water division in exchange for mutual  
5 benefits that include construction, enhancement,  
6 monitoring and maintenance of improvements over the  
7 wetland protection easement area, as specified in an  
8 interlocal agreement authorized by Proposed Ordinance  
9 2003-0417.

10  
11  
12 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

13 **SECTION 1. Findings.**

14 A. King County is the owner of the approximately 50.9-acre Auburn Narrows  
15 park, located on Auburn-Black Diamond Road at State Route 18 in unincorporated King  
16 County near State Route 18.

17 B. The city of Tacoma department of public utilities water division ("Tacoma  
18 Water") requires that King County exchange a wetland protection easement with Tacoma

19 Water in consideration for mutual benefits that include Tacoma Water performing -  
20 construction, enhancement, monitoring, and maintenance of improvements over the  
21 proposed wetland protection easement property, as specified in the interlocal agreement  
22 between King County and Tacoma Water authorized by Proposed Ordinance 2003-0417.

23 C. King County desires to put into effect the provisions of the Comprehensive  
24 Mitigation Plan developed by Tacoma Water and approved by Ordinance 10776 in 1993.

25 D. In 1995 property at the King County-owned Auburn Narrows park was  
26 identified as a candidate for Tacoma Water's offsite impact mitigation activities and the  
27 King County department of natural resources and parks and Tacoma Water began  
28 evaluations for implementing a mitigation project at the site.

29 E. The Auburn Narrows park site adjoins a segment of the Green river identified  
30 as a high priority salmonid habitat preservation and restoration to help meet King County  
31 requirements under the federal Endangered Species Act listing of Puget Sound Chinook  
32 as a threatened species.

33 F. King County purchased the Auburn Narrows park property in part with State  
34 Interagency Committee on Outdoor Recreation funds for active recreation purposes and  
35 is required under the state Interagency Committee on Outdoor Recreation grant to replace  
36 the property subject to the wetland protection easement with property of equivalent  
37 economic value that is suitable for active recreation.

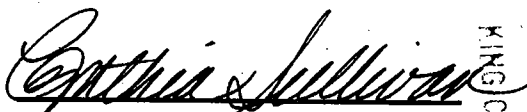
38 G. Tacoma public utilities has the authority to obtain interests in real property  
39 under Title 80 RCW and in accordance with the interlocal agreement approved by  
40 Proposed Ordinance 2003-0417.

41            SECTION 2. The executive is hereby authorized to grant a wetland protection  
 42 easement, substantially in the form of Attachment A to this ordinance, over a 21.88-acre  
 43 portion of Auburn Narrows park to the city of Tacoma department of public utilities  
 44 water division, in exchange for mutual benefits that include construction, enhancement,  
 45 monitoring, and maintenance of improvements over the wetland protection easement  
 46 area, as specified in an interlocal agreement authorized by Proposed Ordinance 2003-  
 47 0417.  
 48

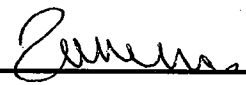
Ordinance 14760 was introduced on 8/25/2003 and passed by the Metropolitan King County Council on 9/22/2003, by the following vote:

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

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
 Cynthia Sullivan, Chair

ATTEST:

  
 Anne Noris, Clerk of the Council

APPROVED this 17 day of October, 2003.

  
 Ron Sims, County Executive

RECEIVED  
 2003 OCT -9 AM 9:40  
 KING COUNTY COUNCIL  
 CLERK

Attachments    A. Wetland Protection Easement

**ATTACHMENT "A"****AFTER RECORDING, RETURN TO:**

City of Tacoma  
Department of Public Utilities  
3628 South 35<sup>th</sup> Street  
Tacoma, WA 98409-3192

Grantor: King County, a political subdivision of the State of Washington  
Grantee: The City of Tacoma, a municipal corporation  
Legal Des: G.L. 3 and 4, Sec, 16, T21N, R5E  
Tax ID #: 162105-9012-09

**WETLAND PROTECTION EASEMENT**

THIS EASEMENT, made by and between **King County**, a political subdivision of the State of Washington, hereinafter called the Grantor, and **The City of Tacoma**, a municipal corporation, hereinafter called the Grantee.

WHEREAS, the Grantor represents and warrants to be the owner of that certain parcel of land (the "Property") described on Exhibit A hereto.

WHEREAS, the Grantee is about to perform certain improvement work (the "Construction Activities") described as creating, restoring, and enhancing 21.883 acres of scrub shrub and forested wetland and upland buffer.

**WITNESSETH:**

That the Grantor for and in consideration of **Mutual Benefits** and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors and assigns, agents, and licensees, a perpetual easement for wetland protection and enhancement purposes, including, but not limited to construction, enhancement, monitoring and maintenance of improvements across, under, over and upon that certain portion of the Property, described as follows:

**Easement Area:**

Project Area A, as described on Exhibit A hereto.

The Easement Area contains an area of approximately 953,224.71 square feet or 21.883 acres, more or less.

The Grantee, its successors and assigns, agents and licensees shall have the right, at all reasonable times, to enter upon the Property for the purpose of constructing, enhancing, monitoring and maintaining wetland restoration, creation and enhancement improvements within the Easement Area and for other wetland protection and enhancement purposes.

The Grantee, its successors and assigns, agents and licensees shall have the right, at all reasonable times, to enter upon the property for the purposes of ingress and egress, the staging of equipment and construction materials; and the completion of said Construction Activities consistent with the purposes of the project together with the right to cross adjoining property of the Grantor for easement purposes in accordance with the terms of a Special Use Permit to be issued.

It is also understood and agreed that limbing, pruning, trimming, topping, cutting, or removal of native vegetation by physical, mechanical, chemical, or other means, within the Easement area is prohibited without the prior written approval of the King County Department of Natural Resources or its successor agency. Grantee may control and remove non-native and invasive plant species, provided however, that Grantee may not use chemicals or herbicides without the prior written approval of the King County Department of Natural Resources or its successor agency.

In order for the Grantee to enjoy the rights conveyed herein, it is understood and agreed that the Grantor may not plant non-native vegetation within the Easement Area. For the purposes of this easement, non-native vegetation includes those species and subspecies which are not indigenous to King County, Washington.

Grantee shall be responsible for obtaining legal access across public and private rights of way, specifically but not limited to the Burlington Northern Santa Fe Railroad.

The Easement Area is a restoration area. Any alteration to wetlands or waters within this area will require authorization from the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch. Proposed alterations will be reviewed in light of the restored state of these areas.

Grantee shall be 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. Grantee shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantee.

Grantee hereby agrees to release, hold harmless, indemnify, and defend Grantor, 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, caused by any acts or omissions of Grantee, its officers, employees and agents, except to the extent caused by the negligent acts or omissions of Grantor, its officers, employees or agents; (2) the violation or alleged violation of any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and MTCA by Grantee, its officers, employees and agents; or (3) the release in, on, from, or about the Protected Property, at any time, of any hazardous substances by Grantee, its officers, employees and agents.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors and assigns of the respective parties hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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

BY: \_\_\_\_\_  
Harold McNelly, Property Supervisor  
Department of Executive Services

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Harold McNelly is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Property Supervisor, Department of Executive Services of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

Printed signature

Notary Public in and for the  
State of Washington

Residing at \_\_\_\_\_

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

## EXHIBIT A

## LEGAL DESCRIPTION

That portion of government Lot 3 together with portion of Government Lot 4 in the Southwest 1/4 of Section 16, Township 21, Range 5 East, W.M., situated in King County, Washington, and northwesterly of State Route 18, formerly Primary State Highway No. 2, less Burlington Northern Railroad Co. Right-of-Way, less road.

## Project Area A:

That portion of the above parcel described as follows:

Beginning at the South West corner of said Section 16, thence N 0d41'26"E a distance of 885.09 feet along the West line of said Section, to the True Point of Beginning;

thence North 00° 41'26" East a distance of 100.42 feet;  
thence South 83° 07'55" East a distance of 96.76 feet;  
thence North 87° 32'04" East a distance of 133.43 feet;  
thence North 49° 29'53" East a distance of 48.00 feet;  
thence South 58° 55'19" East a distance of 51.97 feet;  
thence South 66° 28'27" East a distance of 101.54 feet;  
thence South 67° 53'35" East a distance of 67.55 feet;  
thence North 83° 28'37" East a distance of 84.95 feet;  
thence North 88° 09'13" East a distance of 140.66 feet;  
thence South 80° 42'24" East a distance of 63.90 feet;  
thence South 68° 00'36" East a distance of 50.01 feet;  
thence South 27° 22'34" East a distance of 90.93 feet;  
thence North 83° 02'56" East a distance of 31.17 feet;  
thence North 05° 56'12" East a distance of 38.90 feet;  
thence North 32° 29'36" East a distance of 39.56 feet;  
thence North 48° 25'17" East a distance of 222.28 feet;  
thence South 72° 19'20" East a distance of 1197.10 feet;  
thence South 40° 22'39" West a distance of 1007.17 feet;  
thence North 21° 23'49" West a distance of 64.46 feet;  
thence North 43° 42'44" West a distance of 101.53 feet;  
thence North 32° 25'12" West a distance of 142.44 feet;  
thence North 12° 46'51" West a distance of 65.16 feet;  
thence North 24° 24'54" West a distance of 146.21 feet;  
thence North 08° 57'10" West a distance of 36.30 feet;  
thence South 89° 36'13" West a distance of 74.18 feet;  
thence North 78° 14'08" West a distance of 117.88 feet;  
thence North 71° 08'13" West a distance of 128.09 feet;  
thence North 39° 40'38" West a distance of 185.68 feet;  
thence North 84° 49'25" West a distance of 187.71 feet;  
thence North 76° 54'38" West a distance of 153.16 feet;



thence South  $82^{\circ} 26'53''$  West a distance of 121.37 feet;  
thence North  $65^{\circ} 49'00''$  West a distance of 113.98 feet;  
thence North  $46^{\circ} 02'55''$  West a distance of 85.86 feet;  
thence North  $30^{\circ} 06'12''$  West a distance of 141.57 feet;  
thence North  $89^{\circ} 38'41''$  West a distance of 90.73 feet;  
thence North  $83^{\circ} 01'07''$  West a distance of 90.95 feet;  
to the True Point of Beginning;