



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 21, 2005

Ordinance 15220

Proposed No. 2004-0462.2

Sponsors Lambert

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement between King County and the city
3 of Snoqualmie for transfer to the city of a portion of the
4 Three Forks natural area.

5

6

7

STATEMENT OF FACTS:

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1. King County and the city of Snoqualmie ("the city") have agreed to
9 terms for an interlocal agreement for the transfer of a portion of the Three
10 Forks natural area that is within the city limits.

11

2. The recitals in the agreement set forth relevant facts supporting and
12 explaining the terms of the transfer.

13

3. The city desires to own, operate, and maintain parks, open space,
14 recreation facilities and programs and other municipal programs, facilities
15 and property inside its boundaries.

16

4. The county, under the authority of RCW 36.89.050, King County

17

Resolution 34571 and other federal, state and county laws, has acquired

18 and developed a substantial park, recreation and open space system that
19 depends on the continued operation of its many individual properties and
20 facilities in order to fully serve the needs of the residents of King County
21 and the cities within it.

22 5. The county acquired the five-hundred-twenty-eight-acre Three Forks
23 natural area property with open space bonds and conservation futures
24 funds to preserve and enhance its flood protection, habitat and ecological
25 systems.

26 6. The county's Three Forks Master Plan identified the portions of Three
27 Forks natural area that lie south of the Snoqualmie river within the city's
28 corporate boundary as a functioning river plain, with significant riparian
29 attributes, which should remain in a natural state and should not be
30 developed for ball fields, hiking trails or other active recreation.

31 7. The Three Forks natural area contains river and flood protection
32 facilities, including the Railroad and Pratt levees that the county currently
33 maintains.

34 8. The city and county have a mutual interest in maintaining and
35 enhancing the flood protection, habitat and ecological functions of the
36 property through cooperative stewardship.

37 9. The county desires to divest itself of ownership, management, and
38 financial responsibility for parks, open space, recreational facilities and
39 programs inside and near the city boundaries.

40 10. The county does not have a sufficient, stable source of revenue to
41 continue to manage and maintain its parks, open space, recreational
42 facilities and programs at current levels.

43 11. The county is legally restricted from converting many of these parks,
44 open space, and recreational facilities from their current uses without
45 expending funds to replace the converted facilities.

46 12. Given the legal restriction regarding conversion of the properties, the
47 marketability of the properties is limited and, as a result, the cost of
48 operating the facility is approximately equal to the value of the property to
49 the county.

50 13. It is in the best interest of the public that the city and the county take
51 those actions necessary to meet those desires and to cooperate in any
52 transition to insure a smooth transition and avoid service disruption.

53 14. King County and the city have agreed that the transfer will take place
54 within thirty days following execution of the interlocal agreement by both
55 parties.

56 15. Transfer of a portion of Three Forks natural area under the terms and
57 conditions of the attached agreement will serve an important county
58 purpose by transferring in-city land to the city while also ensuring that the
59 park will remain open and available to all county residents.

60 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

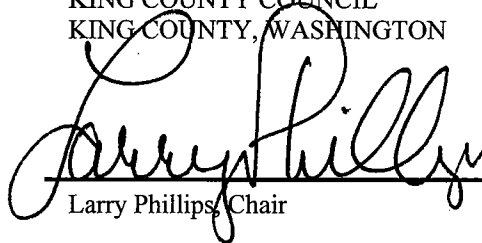
Ordinance 15220

61 SECTION 1. The King County executive is hereby authorized to enter into an
62 interlocal agreement, substantially in the form of the attached agreement, with the city of
63 Snoqualmie relating to the transfer of a portion of Three Forks natural area.
64

Ordinance 15220 was introduced on 9/20/2004 and passed by the Metropolitan King
County Council on 6/20/2005, by the following vote:

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

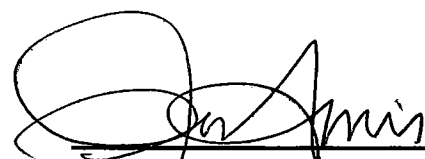
ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2005 JUN 29 PM 4: 08
CLERK
KING COUNTY COUNCIL

APPROVED this 29 day of June, 2005.



Ron Sims, County Executive

Attachments A. Revised Intergovernmental Land Transfer Agreement between King County and the
City of Snoqualmie May 2005

**Revised Intergovernmental Land Transfer Agreement Between
King County and the City of Snoqualmie
May 2005**

Relating to the Ownership, Operation and Maintenance of Parks,
Open Space, Recreation Facilities and Programs

This Agreement is made and entered into this day by and between the City of Snoqualmie, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property inside its boundaries; and

WHEREAS the County, under the authority of RCW 36.89.050, King County Resolution 34571 and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

WHEREAS the County acquired the 528-acre Three Forks Natural Area property with Open Space Bonds and Conservation Futures funds to preserve and enhance its flood protection, habitat and ecological systems; and

WHEREAS the County's Three Forks Master Plan identified the portions of Three Forks Natural Area that lie south of the Snoqualmie River within the City's corporate boundary as a functioning river plain, with significant riparian attributes, which should remain in a natural state and should not be developed for ball fields, hiking trails or other active recreation; and

WHEREAS the Three Forks Natural Area contains river and flood protection facilities, including the Railroad and Pratt levees, that the County currently maintains; and

WHEREAS the City and County have a mutual interest in maintaining and enhancing the flood protection, habitat and ecological functions of the property through cooperative stewardship; and

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for parks, open space, recreational facilities and programs inside and near the City boundaries; and

WHEREAS the County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels; and

WHEREAS the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS, given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the facility is approximately equal to the value of the property to the County; and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Conveyance of Title

1.1. Within thirty (30) days of execution of this Agreement, King County shall convey to the City by deed all its ownership interest, and/or, when possible, by assignment, any leasehold interest or shared use responsibility, in the following listed park/recreation site(s), which are described more fully in Exhibits A (the "Property"):

Those portions of Three Forks Natural Area that lie within the City's corporate boundary

1.2 All deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

"The City acknowledges that the Property was purchased for open space purposes with the funds from Open Space Bonds authorized in 1989 by King County Ordinance 9071 and with Conservation Futures funds as authorized by Ordinances 10750 and 13717, and covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Ordinances 9071, 10750 and 13717, including that the City covenants that the Property will continue to be used for the purposes contemplated by these Ordinances, which prohibit both active recreation and motorized recreation such as off-road recreational vehicles but allow passive recreation, and in strict conformance with the uses authorized under RCW 84.34.230, that the Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by these Ordinances and in strict conformance with the uses authorized under RCW 84.34.230, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore."

"The City covenants that until a new Master Plan for the Property is adopted by the City, stewardship of the Property shall be consistent with the May 15, 2001 Three Forks Master Plan adopted by King County. The City further covenants that any Master Plan or amendment to a Master Plan for the Property shall provide for permanent preservation of the natural riverine and riparian ecosystem on the Property."

“The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation.”

“The City covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that any and all user fees, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.”

“The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.”

1.3 Upon conveyance by the County of the Property by deed, the City shall grant a River Protection Easement to the County in substantially the same form as Exhibit B attached hereto

2. Existing Restrictions, Agreements, Contracts or Permits

2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

3. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

3.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property; provided the City and the County shall coordinate to ensure consistent levels of maintenance and management strategies are provided throughout the Three Forks Natural Area.

3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.

3.3 The City acknowledges and agrees that except as indicated in paragraph 5.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

3.4 Neither the City nor the County will be obligated to conduct future maintenance, repair or other action related to flood control protection facilities located within the area subject to the River Protection Easement established as provided in paragraph 1.3 herein.

4. Environmental Liability

- 4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 4.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.
- 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. After notice is provided the parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement. If the City fails to provide timely notice as provided for herein it shall be prohibited from bringing a statutory claim for contribution against the County.
- 4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

5. Indemnification and Hold Harmless

- 5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- 5.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- 5.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.
- 5.5 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

6. Audits and Inspections

- 6.1 Until December 31, 2008, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

7. Waiver and Amendments

- 7.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

8. Entire Agreement and Modifications

- 8.1 This Intergovernmental Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

9. Duration and Authority

- 9.1 This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the

My appointment expires _____

EXHIBIT A
Legal Descriptions

PARCEL A

That portion of Government Lots 10, 11, 12, 13, and of the NW 1/4 of the SW 1/4 of Section 33, Township 24 North, Range 8 East, W.M., and of the East 1/2 of the SE 1/4 of the NE 1/4 of Section 32, Township 24 North, Range 8 East, W.M., lying Easterly of Chicago Milwaukee and St. Paul Railroad Right-of-Way as recorded under King County Recording Nos. 693364 and 740352; EXCEPT that portion lying Northerly of a line described as follows: Beginning at a point on the Easterly margin of said Chicago Milwaukee and St. Paul Railroad Right-of-Way, said point being 2,069.71 feet Southerly of the North line of the NE 1/4 of said Section 32, as measured along said Easterly margin; thence North 57-03-30 East 36.65 feet; thence South 83-54-30 East 524.14 feet; thence North 61-01-00 East to the left bank of the Snoqualmie River and the terminus of said line; AND EXCEPT that portion lying Southerly of the following described line: Beginning at the North 1/4 corner of said Section 32; thence South 89-41-50 East along the North line of the NE 1/4 of said Section 32, a distance of 2,582.70 feet to the NE corner of said Section 32; thence continuing South 89-41-50 East a distance of 1,866.65 feet; thence South 00-18-10 West perpendicular to the North line of the NE 1/4 of said Section 32 extended a distance of 2,474.36 feet to a 1/2 inch diameter rebar; thence South 81-33-50 East 270.16 feet to a 1/2 inch rebar; thence South 81-33-50 East to the East line of said Government Lot 12 and the true point of beginning of the described line; thence North 81-33-50 West through the two described rebars 600 feet, more or less, to the center line of Meadowbrook Slough; thence Southwesterly and Westerly along said slough centerline to the Easterly right-of-way line of said Chicago Milwaukee and St. Paul Railroad and the end of said described line; situate in the City of Snoqualmie, County of King, State of Washington.

SUBJECT TO:

- 1) Agreement and the terms and conditions thereof:
BETWEEN: A.W. Pratt, et ux
AND: Chicago, Milwaukee & Puget Sound Railroad
Company
DATED: June 7, 1910
RECORDED: April 30, 1911
RECORDING NO: 693364
REGARDING: Construction of fence along railroad right-of-way

Said instrument was amended by instrument recorded under Recording No. 2863205.
- 2) Rights of the Seattle-Tacoma Power Company to raise the water of the Snoqualmie River and flood a portion of said premises, as granted by A.W. Pratt and Dora Pratt, his wife by instrument recorded May 17, 1911, under Recording No. 747478.
- 3) Easement and the terms and conditions thereof:
GRANTEE: County of King
PURPOSE: River Protection
AREA AFFECTED: Left bank of the South Fork of Snoqualmie River

DATED: January 19, 1960
RECORDED: February 2, 1960
RECORDING NO: 5127256

- 4) Easement and the terms and conditions thereof:
DISCLOSED BY: Instrument recorded under Recording No.
7710250591
PURPOSE: Ingress and egress for agricultural production
and harvesting
AREA AFFECTED: The description contained therein is not sufficient
to determine its exact location within the property
herein described

PARCEL B

Those portions of Government Lots 6 and 7, Section 33, Township 24 North, Range 8 East, W.M., in King County, Washington, lying Westerly of the South Fork of the Snoqualmie River, as said river is currently located.

SUBJECT TO: All covenants, conditions, restrictions, reservations, clauses and other matters imposed by Special Warranty Deed dated December 10, 1998, Recording No. 9812112657.

PARCEL C

Those portions of Sections 32 and 33, Township 24 North, Range 8 East, W.M., described as follows: beginning at the Northeast corner of said Section 32; thence North 89-41-50 West, along the section line, 1,149.61 feet to the Westerly line of the Milwaukee Railroad right-of-way as conveyed by deed recorded under Recording No. 693364 and the True Point of Beginning; thence continuing North 89-41-50 West 34.92 feet; thence South 32-47-00 West 1,847.13 feet to the Northerly line of a county road right-of-way (Meadowbrook-North Bend Road) as conveyed by deed recorded under Recording No. 4833817; thence South 57-13-00 East, along said right-of-way, 1,166.49 feet to a point of curve; thence along a curve to the right with a radius of 1,169.76 feet through an arc distance of 346.39 feet to a point of tangency; thence South 40-15-00 East 71.42 feet to a point of curve; thence along a curve to the left with a radius of 575.91 feet through an arc distance of 350.00 feet to a point of tangency; thence South 75-04-15 East 473.83 feet to a point of curve; thence along a curve to the right with a radius of 300.13 feet through an arc distance of 212.83 feet to a point of tangency; thence South 34-26-30 East 435.52 feet; thence North 64-19-30 East 132.33 feet to the Westerly line of said Milwaukee Railroad Right-of-Way; thence North 25-40-30 West, along said right-of-way, 700.51 feet; thence South 64-19-30 West 5.00 feet; thence North 25-40-30 West 160.00 feet; thence North 64-19-30 East 5.00 feet; thence North 25-40-30 West 40.00 feet; thence South 64-19-30 West 5.00 feet; thence North 25-40-30 West 500.00 feet; thence North 64-19-30 East 5.00 feet; thence North 25-40-30 West 2,144.54 feet to the true point of beginning; EXCEPT that portion thereof lying within Meadow Park, as per plat recorded in Volume 82 of Plats, page 86, Records of King County; situate in the town of Snoqualmie, County of King, State of Washington.

PARCEL D

Those portions of Sections 32 and 33, Township 24 North, Range 8 East, W.M., described as follows: Beginning at the Northeast corner of said Section 32; thence North 89-41-50 West, along the section line, 1,038.37 feet to the Easterly line of the Milwaukee Railroad right-of-way

as conveyed by deed recorded under Recording No. 693364; thence South 25-40-30 East, along said right-of-way, 2,069.71 feet to the true point of beginning; thence North 57-03-30 East 36.65 feet; thence South 83-54-30 East 524.14 feet; thence North 61-01-00 East to the left bank of the Snoqualmie River; thence Northerly and Westerly along said left bank, to the Easterly line of said railroad right-of-way; thence Southeasterly, along said Easterly line, to the true point of beginning; situate in the town of Snoqualmie, County of King, State of Washington.

PARCELS C AND D SUBJECT TO:

- 1) Release of Damage Agreement and the terms and conditions thereof:
BETWEEN: A.J. Pratt, Inc., a Washington Corporation
AND: Chicago, Milwaukee, St. Paul and Pacific
Railroad Company, a Wisconsin corporation
DATED: November 13, 1935
RECORDED: November 19, 1935
RECORDING NO: 2876155

- 2) Easement and the terms and conditions thereof:
GRANTEE: Chicago, Milwaukee & St. Paul Railway Company
PURPOSE: Electric transmission system
AREA AFFECTED: The centerline of said easement to be 62 feet
Southwesterly of and parallel with the centerline
of main tract of Everett Branch of Grantee's
right-of-way over Parcel C
RECORDED: September 30, 1918
RECORDING NO. 1248496 (Vol. 1043 Deeds, Page 14)
Said easement was reformed by Recording Nos. 2859781 and 2975288

- 3) Easement and the terms and conditions thereof:
GRANTEE: Roy W. Venn and Ethelyn M. Venn, their
heirs, successors and assigns
PURPOSE: Ingress and egress for agricultural production
and harvesting
AREA AFFECTED: 30 foot strip over Parcel C, as described
therein
DATED: September 20, 1977
RECORDED: October 25, 1977
RECORDING NO: 7710250591

NOTE: Said easement is delineated on survey recorded under Recording No.
7804209030.

- 4) Easement and the terms and conditions thereof:
DISCLOSED BY: Instrument recorded under Recording No.
8702061101
PURPOSE: Temporary construction easement to construct
roadway slope
AREA AFFECTED: Portion of Parcel C as described therein

- 5) Right to make necessary slopes for cuts or fills upon property herein described as

granted to King County by deed recorded under Recording No. 4833817. (Covers Meadowbrook – North Bend Road S.E.)

- 6) Any change in the boundary or legal description of the real property, or title to the estate insured, that may arise due to the shifting and changing in the course of the Snoqualmie River and/or Meadowbrook Slough.
- 7) Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of Meadowbrook Slough and/or Snoqualmie River.
- 8) Rights and easements for commerce, navigation, recreation and fisheries.
- 9) Lack of a means of ingress and egress to a public road from said property. It is assumed that there exists a valid and subsisting "Private Road Crossing Permit" issued by the Burlington Northern Railroad Company for existing crossing. However, the Company does not insure against rights based on a contrary state of facts.

If such permit exists, it may not be assignable or transferable without the written consent of the railway company. In all instances where a joint use of a single crossing is made, a joint use permit, naming all the parties using such a crossing must exist, or an individual permit for each sole grantee's crossing just be issued for a valid and subsisting crossing. (Covers Parcel D)

EXHIBIT B
River Protection Easement

For valuable consideration, receipt of which is hereby acknowledged, the GRANTOR(S),
City of Snoqualmie,

owner(s) in fee of that certain parcel of land (the "Property"), legally described as follows:

PARCEL A:

Those portions of Sections 32 and 33, Township 24 North, Range 8 East, W.M., in King County, Washington, described as follows:

Beginning at the Northeast corner of said Section 32;

Thence North 89°41'50" West along the section line, 1,038.37 feet to the Easterly line of the Milwaukee Railroad right of way as conveyed by deed recorded under Recording Number 693364;

Thence South 25°40'30" East along said right of way 2,069.71 feet to the TRUE POINT OF BEGINNING;

Thence North 57°03'30" East 36.66 feet;

Thence South 83°54'30" East 524.14 feet;

Thence North 61°01' East to the left bank of the Snoqualmie River;

Thence Northerly and Westerly along said left bank to the Easterly line of said railroad right of way;

Thence Southeasterly along said Easterly line to the TRUE POINT OF BEGINNING.

PARCEL B:

That portion of Government Lots 10, 11, 12, 13 and of the Northwest quarter of the Southwest quarter of Section 33, Township 24 North, Range 8 East, W.M., in King County, Washington, and of the East half of the Southeast quarter of the Northeast quarter of Section 32, Township 24 North, Range 8 East, W.M., in King County, Washington, lying Easterly of Chicago, Milwaukee & St. Paul Railroad right of way as recorded under King County Recording Numbers 693364 and 740352;

EXCEPT that portion lying Northerly of a line described as follows:

Beginning at a point on the Easterly margin of Chicago, Milwaukee & St. Paul Railroad right of way, said point being 2,069.71 feet Southerly of the North line of Northeast quarter of said Section 32, as measured along said Easterly margin;

Thence North 57°03'30" East 36.66 feet;

Thence South 83°54'30" East 524.14 feet;

Thence North 61°01' East to the left bank of the Snoqualmie River and the terminus of said line;

ALSO EXCEPT that portion lying Southerly of the following described line:

Beginning at the North quarter corner of said Section 32;

Thence South 89°41'50" East, along the North line of the Northeast quarter of said Section 32, a distance of 2,582.70 feet to the Northeast corner of said Section 32;

Thence continuing South 89°41'50" East a distance of 1,866.65 feet;

Thence South 0°18'10" West perpendicular to the North line of the Northeast quarter of said Section 32 extended a distance of 2,474.36 feet to a ½ inch diameter rebar;

Thence South 81°33'50" East 270.16 feet to a ½ inch rebar;

Thence South 81°33'50" East to the East line of said Government Lot 12 and the TRUE POINT OF BEGINNING;

Thence North 81°33'50" West through the two described rebars 600 feet, more or less, to the

centerline of Meadowbrook Slough;

Thence Southwesterly and Westerly along said slough centerline to the Easterly right of way line of said Chicago, Milwaukee & St. Paul Railroad and the end of said described line.

hereby grant(s) to KING COUNTY, a political subdivision of the State of Washington, its successors and assigns, agents and licensees (GRANTEE), a perpetual easement for the purposes of accessing and constructing, inspecting, monitoring, reconstructing, maintaining, repairing, modifying, and removing river bank protection and/or other flood related works, including installing, inspecting, maintaining and removing all vegetation and any other appurtenances thereto across, in, under, on, over and upon the following portions of the above described Property:

All portions of the above described parcels that are riverward of a line that is parallel to and thirty (30) feet landward of the stable top of the river bank on the Snoqualmie River ("Easement Area"), as constructed or reconstructed, together with reasonable ingress and egress upon the Property to access the Easement Area.

Grantee shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Easement Area for the purposes of exercising the Grantee's rights as described herein.

Grantor agrees not to plant non-native vegetation within the Easement Area and not to remove or otherwise alter any improvements installed by Grantee, including any native vegetation that may be planted and any flood protection works that may be constructed, within the Easement Area, without the prior approval of Grantee. Grantor further agrees not to use herbicides within the Easement Area without the prior approval of Grantee. Nothing contained herein shall be construed as granting any license, permit or right, otherwise required by law, to Grantor with respect to the Property and the Easement Area.

For the purposes of this river protection easement, the term "native vegetation" shall mean vegetation comprised of plant species, other than noxious weeds (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.

Neither Grantor nor Grantee is hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights. This river protection easement and/or any flood related works constructed or to be constructed within the Easement Area shall not be construed as granting any rights to any third person or entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be construed as waiving any immunity to liability granted to Grantee by any state statute, including Chapter 86.12 of the Revised Code of Washington, or as otherwise granted or provided for by law.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of Grantor and Grantee.

GRANTOR