



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 21, 2005

Ordinance 15221

Proposed No. 2005-0254.1

Sponsors Edmonds and Irons

1 AN ORDINANCE authorizing the use of a Revised Deed
2 of and Agreement Relating to Development Rights in
3 connection with the acquisition of development rights by
4 the Farmland Preservation Program when utilizing federal
5 Farm and Ranch Land Protection Program funding.

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8 **STATEMENT OF FACTS:**

9 1. Section 388 of the Federal Agriculture Improvement and Reform Act
10 of 1996 established the Farmland Protection Program, currently known as
11 the Farm and Ranch Land Protection Program ("FRPP"), whereby funds
12 are provided to assist in the purchase of farmland development rights.

13 2. The Natural Resources Conservation Service ("NRCS"), which
14 administers the FRPP, has asked that certain provisions be included in any
15 deeds acquiring development rights that utilize FRPP funds.

16 3. The provisions requested by NRCS will further the protection of prime
17 agricultural lands, promote consistency of deed restrictions in FRPP-
18 funded acquisitions, and protect the property interests of the United States.

19 4. King County has received FRPP funding to be used for acquiring
20 development rights on farmland in the Snoqualmie River Valley and
21 Lower Green River Valley Agricultural Production Districts.

22 5. The FRPP funding will be combined with existing Farmland
23 Preservation Program acquisition funds, some of which were generated by
24 the 1979 Farm and Open Space Bonds initiative which led to the
25 establishment of the Farmland Preservation Program.

26 6. The Farm and Open Space Bonds initiative imposed restrictions upon
27 the properties on which development rights were to be purchased with the
28 funding it generated.

29 7. The form of the Revised Deed of and Agreement Relating to
30 Development Rights is consistent with the restrictions imposed by the
31 Farm and Open Space Bonds initiative and also includes the provisions
32 requested by the NRCS.

33 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

34 SECTION 1. The metropolitan King County council hereby authorizes the use of
35 the Revised Deed of and Agreement Relating to Development Rights, in substantially the

Ordinance 15221

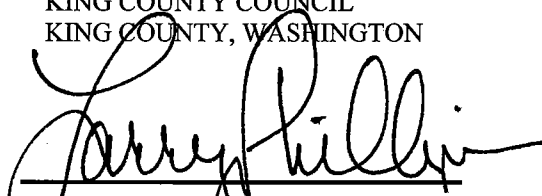
36 form attached as Attachment A to this ordinance, for the acquisition of farmland
37 development.

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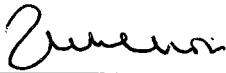
Ordinance 15221 was introduced on 5/31/2005 and passed by the Metropolitan King County Council on 6/20/2005, by the following vote:

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

APPROVED this _____ day of _____, 2005.

~~SHOULD ENACTED WITHOUT
COUNTY EXECUTIVE'S SIGNATURE~~

DATED: _____

June 29, 2005

Ron Sims, County Executive

Attachments A. Revised Deed of and Agreement Relating to Development Rights

RECEIVED
2005 JUN 29 PM 4: 17
CLERK
KING COUNTY COUNCIL

ATTACHMENT A —2005-0254

**REVISED DEED OF AND AGREEMENT RELATING TO
DEVELOPMENT RIGHTS**

**THIS REVISED DEED OF AND AGREEMENT RELATING TO DEVELOPMENT
RIGHTS is made this _____ day of _____, 20__ , BY AND BETWEEN**

hereinafter referred to as "Grantors," **AND KING COUNTY, a political subdivision of the State of Washington** hereinafter referred to as "Grantee."

WHEREAS:

The Grantors are the present owners of the lands described in Exhibit A which is attached hereto and incorporated herein by reference (the "Land").

King County and the United States have mutual interests in preventing the conversion of agricultural lands to non-agricultural uses and it is the purpose of this Revised Deed of and Agreement Relating to Development Rights ("Deed and Agreement") to protect the prime farmland soils and to retain the agricultural viability of the Land.

The Grantors recognize that the Land is Farmland or Open Space Land as defined in King County Ordinance No. 4341 and they desire to cooperate with the Grantee in preserving land devoted to agricultural and open space uses. The characteristics of the Land are documented in an inventory of relevant features of the Land, dated _____, 20__ and located in a file entitled Baseline Documentation on file at the offices of the Grantee. The Baseline Documentation consists of reports, maps, photographs and other documentation that provide, collectively, an accurate representation of the Land at the time of this conveyance and which are intended to serve as an objective information baseline for monitoring compliance with the terms of this Deed and Agreement.

The Grantors are willing to grant and convey to the Grantee the Development Rights in the Land as such rights are defined in King County Ordinance No. 4341 (said rights being the interest in and the right to use and subdivide land for any and all residential, commercial, and industrial purposes and activities which are not incident to agricultural and open space uses), on the terms and conditions and for the purposes hereinafter set forth. The Grantee is willing to purchase the Development Rights in the Land and accept this instrument of conveyance.

The Grantee has determined that the acquisition by the Grantee of Development Rights in Farmland and Open Space Land will benefit the public through the preservation of property devoted to agricultural and open space uses.

Part of the funds for the purchase of these Development Rights is being provided by the Farm and Ranch Lands Protection Program (FRPP), 16 USC 3838h and 3838i. Under the FRPP, the Secretary of Agriculture acting through the Natural Resources Conservation Service (NRCS), purchases interests in land on behalf of the United States for the purpose of protecting topsoil from conversion to non-agricultural uses.

The grant and conveyance of Development Rights by the Grantors to the Grantee will preserve the Land for activities consistent with agricultural and open space uses in perpetuity in accordance with the specific terms and conditions hereinafter set forth.

The conveyance and preservation of the Development Rights by the Grantors to the Grantees furthers the objectives of the King County Comprehensive Plan to ensure the conservation and productive use of the County's natural resource lands and is responsive to the Washington State Growth Management Act as it serves to retain open space, encourages the conservation of productive agricultural lands, discourages incompatible uses of these lands and maintains and enhances natural resource-based industries occurring thereon.

NOW THEREFORE WITNESSETH, that the Grantors, for and in consideration of _____ **DOLLARS** lawful money of the United States of America, paid to the Grantors by the Grantee, the receipt whereof is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell, transfer and convey unto the Grantee forever all Development Rights in respect to the Land in order to carry-out the aforementioned purposes, hereby perpetually binding the Land to the restrictions limiting permitted activities to agricultural and open space uses as specifically delineated in the covenants, terms, and conditions contained herein, and do also grant such interests, rights and easements, make such covenants, and subject the land to such servitudes as are necessary to bind the Land in perpetuity to such restrictions.

The Grantors and Grantee hereby agree that the Land shall be bound by and permanently subject to the following restrictive covenants, terms, and conditions. None of these covenants, terms, and conditions shall be construed as allowing a use that is not otherwise permitted by applicable state and local laws, codes, standards, and ordinances.

RESTRICTIONS ON USE OF THE LAND

- I. Uses Restricted to Agricultural and Open Space Uses; Agricultural and Open Space Uses Defined.** Use of the Land is permanently restricted to solely agricultural and open space uses.
- A. "Agricultural uses," as used herein, means:
- (1) The growing, raising, and production of horticultural and agricultural crops, including, but not limited to, vegetables, berries, other fruits, cereal grains, herbs, hay, and silage, and the processing and the marketing for off-premises consumption of such crops, so long as the processing and marketing is predominately of crops grown, raised, or produced on the Land;
 - (2) All forms of animal husbandry, including the processing and marketing for off-premises consumption of the animals or their products, so long as the processing and marketing is predominately of animals raised on the Land;
 - (3) The lying fallow or disuse of the Land so long as agricultural viability is maintained for future agricultural use. Agricultural uses do not include the construction, habitation, or other use of a dwelling unit, except to the extent such use is specially reserved in this instrument.
- B. "Open space uses," as used herein, means:
- (1) Agricultural uses as defined above;
 - (2) Non-agricultural uses that conserve and enhance natural, scenic, or designated historic resources on the Land and that do not permanently compact, remove,

sterilize, pollute, or otherwise impair the use of the soil on the Land for the raising of horticultural or agricultural crops.

Neither open space nor agricultural uses include the following: commercial and industrial activities that are unassociated with agriculture, the construction, habitation, or other use of a dwelling unit, except to the extent such use is specifically reserved in this instrument; placement, construction or expansion of buildings, structures or roads for non-agricultural uses; the construction or use of golf courses, parking lots unassociated with agricultural uses, athletic fields, campgrounds, or vehicle raceways or animal raceways other than those principally used for the exercise of animals grown, raised, or produced on the Land. Open space uses may include unpaved trails for non-motorized use by the public that are maintained and owned by or for the benefit of a government agency or are maintained and owned by a non-profit conservation agency.

- II. **Reservation of Dwelling Unit(s).** The Grantors reserve the right to the use of _____ single-family dwelling units(s) on the Land for the sole purpose of accommodating the Grantors and their successors in interest to the Land, the farm operator, or the families of such persons, or for accommodating agricultural employees of the owner or operator and their families. No more than _____ dwelling units(s) in total will be permitted regardless of whether the Land is subdivided by the Grantors or by any successor in interest of the Grantors. If the land is subdivided, the number of dwelling units allocated to each subdivided parcel out of the total number of dwelling units specified above shall be indicated in the deed to each such parcel and on the face of any plat or other instrument creating the subdivision or conveying an interest in the Land; however, failure to indicate the number of such dwelling units thereon shall not invalidate or otherwise affect the restriction of the total number of dwelling units on the Land. The dwelling unit(s) shall be (a) permanent or mobile structure(s) designed and used for single-family residential occupancy.
- III. **Further Restriction on Use of the Land.** Potential uses of the Land are limited in that the Grantors, their heirs, successors, and assigns shall only be entitled to use, lease, maintain, or improve the Land for agricultural and open space uses, and they shall comply with the following terms, conditions, restrictions, and covenants, which are permanently binding on the Land:
- A. No subdivision of the Land that reduces any parcel to less than 10 acres [or 35 acres] shall be permitted. *[Explanation: The minimum size of parcels created by any future subdivision will be restricted to 10 acres or 35 acres depending on the location of the property; properties in the Lower Green, Upper Green and Sammamish River Valley Agricultural Production Districts (APDs) will be restricted to a minimum parcel size of 10 acres, properties in the Snoqualmie River Valley and Enumclaw Plateau APDs will be restricted to a minimum parcel size of 35 acres.]* All restrictions imposed by this instrument shall survive any subdivision.
- B. No more than a total of _____ percent [maximum of 5, minimum of 2] of the Land or of any parcel thereof resulting from any future subdivision of the Land, shall be covered by structures and/or nontillable surfaces [and no more than _____ percent [maximum of 5, minimum of 2] of Parcels(s) _____ of the Land or of any parcel thereof resulting from any future subdivision of the Land, shall be covered by structures and/or nontillable surfaces.]. *[Explanation: NRCS may require that certain properties or specific parcels*

- within a property be restricted to less than 5 percent nontillable surface.] “Structures” shall include but are not limited to residences, barns, machine sheds, permanent greenhouses, associated structures, retail and processing facilities, surfaced parking areas, surfaced driveways, surfaced roadways, and surfaced pads. Temporary shelter for soil-dependent cultivation of horticultural or viticultural crops is not considered a structure. “Non-tillable surfaces” shall include but are not limited to asphalt, concrete, gravel, and any other cover material not normally associated with cultivation of the soil.*
- C. No mining, drilling, or extracting of oil, gas, gravel, or minerals on or under the Land that breaks the surface of the Land, shall be permitted. Temporary disruption of the Land, not to exceed one acre in total, for the extraction of subsurface materials is permitted only if the extracted materials are used in connection with agricultural activities occurring on the Land. No part of the surface of the Land shall be used for storage or processing of gas, oil, or minerals taken from the Land, other than storage for the private use of the occupants of the Land.
- D. No subsurface activities, including excavation for permitted underground utilities, pipelines, or other underground installations shall be allowed that cause permanent disruption of the surface of the Land. Temporarily disrupted soil surfaces shall be restored in a manner consistent with agricultural uses, including restoration of the original soil horizon sequence, within one year of when the soils were initially disrupted.
- E. No dumping or storage of solid or liquid waste, or of trash, rubbish, or noxious materials shall be permitted. However, the temporary storage of waste generated on the Land is permitted so long as such storage is in compliance with all applicable laws. Composting of biodegradable materials for on-site application at agronomic rates is permitted, so long as the composting is done in accordance with all applicable laws. Production of compost for sale and/or off-site application must be predominately of biodegradable materials produced on the Land or of biodegradable materials that have been used for agricultural purposes on the Land, and in accordance with all applicable laws.
- F. No activities that violate sound agricultural soil and water conservation management practices shall be permitted.
- G. No signs shall be erected on the Land except for the following purposes:
- (1) to state the name of the property and the name and address of the occupant;
 - (2) to advertise any use or activity consistent with the agricultural or open space uses as herein defined; or
 - (3) to advertise the property for sale or rent.
- H. Recreational uses of the property are limited to passive recreational open space uses such as hiking, fishing, horseback riding, and other forms of recreation that do not require site modification to accommodate motorized, mechanical or electronic accessories. All forms of developed recreation or recreation that adversely impacts the conservation purposes of this Deed and Agreement are prohibited.
- I. Grantor shall retain all water rights necessary for present or future agricultural production on the Land and shall not transfer, encumber, lease, sell, abandon or otherwise separate such quantity of water rights from title to the Land without the prior, written consent of Grantee. If land possessing water rights is subdivided, a water right of sufficient quantity to support agriculture must be allocated to each parcel created by the subdivision.
- J. Unless otherwise prohibited by law, trees may be cut to control insects and disease,

- prevent personal injury and property damage, obtain wood for personal use, construct fences as permitted herein, and, with advance written permission of Grantee, maintain grasslands. Except for trees produced as agricultural products, any commercial harvesting of trees shall be conducted in accordance with a forest stewardship plan prepared by a professional forester and in accordance with state and local regulations.
- K. Existing fences may be repaired or replaced and new fences may be constructed for the purposes described in the Conservation Plan referenced in this instrument.
- L. Installation or relocation of electric, gas, water and wind power facilities, sewer lines, or other public or private utilities including telephone or other communications services over or under the Land, is prohibited, except to the extent necessary to serve the Land and uses permitted by this Deed and Agreement or unless, as specified in Ordinance 4341, the King County Council has found it necessary to convey a utility easement for such installation or relocation. Any such conveyance shall require the prior written consent of the Natural Resources Conservation Service.

- IV. **Restriction on Use of the Land to Satisfy Open Space Requirements for Development or Use of Other Real Property.** Except as is otherwise provided below, in the event that an application is made at any time to a federal, state, or local governmental authority for permission to make use of any other real property including, but not limited to, real property that is contiguous to any of the Land hereby restricted, which proposed use is conditioned by such government authority on the existence of a specified quantity of open space or other restrictions on development, the Land shall not be used to contribute toward the satisfaction of any such open space requirement. This restriction shall not apply if the proposed use of the other real property is an agricultural or open space use, as defined herein.

ADDITIONAL COVENANTS AND AGREEMENTS

The Grantors and Grantee further agree as follows:

Conservation Plan. As required by Section 1238I of the Food Security Act of 1985, as amended, the Grantor, his/her heirs, successors, or assigns, shall conduct all agricultural operations on the Land in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the King Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on _____, 20___. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Land, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of

non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

Covenant Against Encumbrances. The Grantors covenant that they have not done or executed, or allowed to be done or executed, any act, deed, or thing whatsoever whereby the Development Rights hereby conveyed, or any part thereof, now or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

Subsequent Liens. No provisions of this Deed and Agreement should be construed as impairing the ability of The Grantor to use this Land as collateral for a loan, provided that any mortgage or lien associated with the loan is subject to or subordinated to this Deed and Agreement.

Responsibilities of Grantor and Grantee Not Affected. Other than as specified here, this Deed and Agreement is not intended to impose any legal or other responsibility on Grantee or in any way affect any existing obligations of Grantor as the owner of the Land.

Remedies. Grantee has the right to prevent and correct or require correction of violations of the terms, conditions, restrictions and covenants of this Deed and Agreement. After giving reasonable notice to the possessors of the Land, the Grantee or its authorized representative shall have the right to enter from time to time onto the Land and into structures located thereon for the sole purposes of inspection and enforcement of the terms, conditions, restrictions and covenants hereby imposed.

If Grantee finds a violation, Grantee may at its discretion take appropriate legal action in law or equity and/or pursue remedies under the King County Code (KCC) for violations arising under the provisions of the KCC. Upon discovery of a violation, Grantee shall notify Grantor in writing of the violation. Except when an ongoing or imminent violation could, as determined by Grantee, seriously impair the conservation values of the Land, Grantee shall give Grantor written notice of the violation and 30 days to correct it before filing any legal action, including any administrative activity under the KCC.

If Grantor fails to cure the violation within 30 days after receipt of a notice of violation, Grantee may (1) seek enforcement under the provisions of the KCC and/or (2) bring an action in court to enforce the terms of this Deed and Agreement, to enjoin the violation, and to require restoration of the Land to the condition that existed prior to any such injury. Where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in halting and correcting the violation, including but not limited to reasonable attorney's fees.

Any delay by Grantee in exercising its rights under this Deed and Agreement in the event of any violation of its terms by Grantor shall not be deemed a waiver by Grantee of such rights with respect to that violation. Moreover, any failure by Grantee to discover a violation of this Deed and Agreement or forbearance by Grantee in exercising its rights under this Deed and Agreement in the event of any violation of its terms by Grantor shall not be deemed a waiver by Grantee of such rights with respect to any subsequent violation. No waiver or waivers by the Grantee, or by its successors or assigns, of any breach of a term, condition, restriction, or covenant

contained herein shall be deemed a waiver of any subsequent breach of such term, condition, restriction or covenant or of any other term, condition, restriction, or covenant contained herein.

No Alteration or Amendment. The terms, conditions, restrictions, and covenants contained herein shall not be altered or amended unless such alteration or amendment shall be made with the written consent of the Grantee and of the Natural Resources Conservation Service, or their successors or assigns, and any such alteration or amendment shall be consistent with the purposes of King County Ordinance No. 4341, as heretofore or hereafter amended.

Restrictions Binding on Successors and Third Parties. The Grantors and Grantee agree that the terms, conditions, restrictions, and covenants contained herein shall be binding upon the Grantors, their agents, personal representatives, heirs, assigns, and all other successors in interest to the Land and possessors of the Land, and shall be permanent terms, conditions, restrictions, covenants, servitudes, and easements running with and perpetually binding the Land. Any interests in the Land held or obtained by third parties shall be subordinate to the terms of this Revised Deed of and Agreement Relating to Development Rights.

Transfer of Rights by Grantee. The Grantee agrees that the Development Rights to the Land shall not be sold, given, divested, transferred, or otherwise reconveyed in whole or in part in any manner except as provided in King County Ordinance No. 4341, as heretofore or hereafter amended, and with the consent of the United States prior to initiating said transfer of rights. In the event of such transfer, the reimbursement due the United States shall be the percent of the Grantee's compensation that is equal to the percent of federal funding that was originally used to acquire the Development Rights interest as set forth below in the Condemnation provision.

No Merger. If Grantee, at some future time, acquires the underlying fee title in the Land, the interest conveyed by this Deed and Agreement will not merge with fee title but will continue to exist and be managed as a separate estate.

Condemnation. If all or any of the Land is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, so as to remove the previously acquired Development Rights interest, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interest in the Land subject to that taking or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu purchase. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantor and Grantee agree that Grantee's share of the balance of the amount recovered shall be determined by subtracting the value of the Land as it is subject to this Deed and Agreement from the fair market value of the Land as if it were not subject to this Deed and Agreement, at the time of the taking or in lieu purchase. The amount of compensation entitled to the United States shall be the percent of the Grantee's share that is equal to the percent of federal funding that was originally used to acquire the Development Rights interest, which is ____%. Upon recovery of the value of these Development Rights, Grantee shall promptly remit to the United States its share of the proceeds.

No Affirmative Obligations; Indemnification. Grantee and the United States, in purchasing the Development Rights and related interests described herein, assume no affirmative obligations whatsoever for the management, supervision or control of the Land or of any activities occurring on the Land. Grantors shall indemnify Grantee and the United States and hold Grantee and the United States harmless from all damages, costs (including, but not limited to, attorneys' fees and other costs of defense incurred by Grantee and/or the United States), and other expenses of every kind arising from or incident to any claim or action for damages, injury, or loss suffered or alleged to have been suffered on or with respect to the Land. This provision shall be binding upon

the Grantors for so long as they hold fee title to the Land, and shall bind their successors in interest to the fee title to the Land.

Environmental Warranty. Grantors warrant that they have no actual knowledge of any release or threatened release of hazardous substances, hazardous wastes, toxic or hazardous material, pollutants, or contaminants on the Land, as such substances, wastes and materials are defined and prohibited by applicable Federal, state, and local environmental laws.

Title Warranty. Grantors warrant that they are the sole owners of and have title to the Land in fee simple and that there is legal access to the Land.

Rules of Construction. This Deed and Agreement shall be interpreted under the laws of the State of Washington and the United States. Any ambiguities in this Deed and Agreement and questions as to the validity of any of its specific provisions shall be resolved in favor of the Grantee so as to preserve the conservation values of the Land and to obtain the goals and objectives expressed in King County Ordinance No. 4341.

Severability. If any section or provision of this instrument shall be held by any court of competent jurisdiction to be unenforceable, this instrument shall be construed as though such section or provision had not been included in it, and the remainder of this instrument shall be enforced as the expression of the parties' intentions. If any section or provision of this instrument is found to be subject to two constructions, one of which would render such section or provision invalid, and one of which would render such section or provision valid, then the latter construction shall prevail. If any section or provision of this instrument is determined to be ambiguous or unclear, it shall be interpreted in accordance with the policies and provisions expressed in King County Ordinance No. 4341.

Contingent Right in the United States of America. In the event that Grantee fails to enforce any of the terms of this Revised Deed of and Agreement Relating to Development Rights as determined in the sole discretion of the Secretary of the United States Department of Agriculture ("Secretary"), the Secretary, his or her successors and assigns shall have the right to enforce the terms of this Revised Deed of and Agreement Relating to Development Rights through any and all authorities available under Federal or State law. Further, in the event that Grantee attempts to terminate, transfer, or otherwise divest itself of rights, title, or interest in these Development Rights or remove the previously acquired Development Rights interest without prior consent of the Secretary and payment of consideration as provided herein, then, at the option of the Secretary, all right, title, or interest in the Development Rights interest shall become vested in the United States of America.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

