



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**October 14, 2008**

**Ordinance 16268**

**Proposed No.** 2008-0386.1

**Sponsors** Hague and Ferguson

1 AN ORDINANCE authorizing the executive to enter into  
2 an interlocal transfer agreement for Swamp Creek park and  
3 the Inglewood wetlands natural area properties between  
4 King County and the city of Kenmore.

5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 **SECTION 1. Findings:**

8 A. King County's annexation initiative encourages the transfer of local parks  
9 within the cities and their potential annexation areas to achieve both financial stability in  
10 the current expense fund, and the regional land use vision set forth in the countywide  
11 planning policies.

12 B. Consistent with the parks and recreation division's business transition plan and  
13 the focus on partnering with groups and jurisdiction to provide recreation opportunity,  
14 this transfer will result in the enhancement of the city's park system.

15 C. King County and the city of Kenmore have agreed to terms of an interlocal  
16 agreement for the transfer of Swamp Creek park and the Inglewood wetlands parcels to  
17 the city.

18           D. The recitals in the agreement set forth relevant facts supporting and explaining  
19 the terms of the transfers.

20           E. King County and the city have agreed that the transfers will take place within  
21 thirty days following execution of the interlocal agreement by both parties.

22           F. Transfer of the park under the terms and conditions of the attached agreement  
23 will serve an important county purpose by ensuring that the park will remain open and  
24 available for community use and the habitat values of the natural areas will be protected.

25           SECTION 2. The King County executive is hereby authorized to enter into an

26

27 interlocal agreement, substantially in the form of the attached agreement, with the city of  
28 Kenmore relating to the transfer of real property.

29


Ordinance 16268 was introduced on 7/21/2008 and passed by the Metropolitan King County Council on 10/13/2008, by the following vote:

Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague

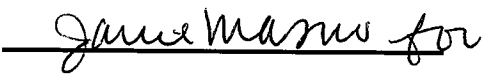
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Excused: 0

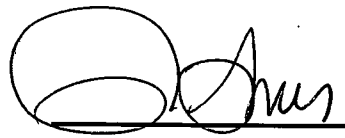
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Julia Patterson, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 20 day of October 2008.

  
Ron Sims, County Executive

Attachments A. Intergovernmental Land Transfer Agreement Between King County and the City of Kenmore

RECEIVED  
2008 OCT 20 PM 4: 03  
KING COUNTY COUNCIL

**Intergovernmental Land Transfer Agreement Between  
King County and the City of Kenmore**

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 Kenmore, 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 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 Swamp Creek Park and Inglewood Wetlands are located in the City, 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 to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency, 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 and B (the "Property"):

Swamp Creek Park  
Inglewood Wetlands

- 1.2 The City has reviewed Project Agreement for Project No. 91-234A between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC") for funding for the acquisition of the Property, and agrees that it shall execute an amendment to the Project Agreement that substitutes the City for the County as the "Contracting Party" in the Project Agreement so that the City shall become the "Project Sponsor." The City shall execute this amendment within fifteen (15) days of execution of this Agreement.
- 1.3 The deeds to the legal parcels that make up the Property shall contain 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 funds from Open Space Bonds authorized in 1989 by King County Ordinance 9071 and covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 9071, including that the City covenants that the Property will continue to be used for the purposes contemplated by Ordinance 9071, which prohibits both active recreation and motorized recreation such as off-road recreational vehicles but allows passive recreation, 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 Ordinance 9071, 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 acknowledges that the Property was purchased for open space purposes with Conservation Futures funds as authorized by King County Ordinances 10750 and 13717 and covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinances 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 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 further 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 charged for the Property, 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."

- 1.4 The sources of funding used to purchase a parcel dictate the use covenants, if any, that apply to it. For convenience of the parties only, the following table summarizes the sources of funding used to purchase the various parcels that compose the Property. If there is any conflict between the information in this table and the Exhibits to this Agreement, then the Exhibits shall control; and if there is any conflict between this table and the terms of the deeds to the Property, or between the Exhibits to this Agreement and the terms of the deeds to the Property, then the terms of the deeds shall control.

<b>Property and Parcel Number</b>	<b>IAC \$</b>	<b>1989 OS Bond \$</b>	<b>CFT \$</b>
<b>Inglewood Wetlands</b>			
1126049142			✓
1126049160			✓
1126049174			✓

Property and Parcel Number	IAC \$	1989 OS Bond \$	CFT \$
<b>Swamp Creek</b>		✓	
4156700004	✓	✓	
4156700010	✓	✓	
4156700015	✓	✓	
4156700140		✓	
4156700145	✓	✓	
4156700150		✓	
4156700155	✓	✓	
4156700163		✓	
4156700171		✓	
4156700195		✓	
4156700200	✓	✓	
4156700205	✓	✓	
4156700210		✓	

1.5 In conveying the Property by deed, the County shall reserve a utility easement in substantially the same form as attached hereto as Exhibit D.

**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.

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.

#### **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. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- 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 5 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, 2018, 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 deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

**10. Notice**

10.1 Any notice provided for herein shall be sent to the respective parties at:

King County:

Kevin Brown, Division Director  
Parks and Recreation Division, DNRP  
201 S. Jackson Street, Suite 700  
Seattle, WA 98104  
206-296-8631  
[Kevin.brown@kingcounty.gov](mailto:Kevin.brown@kingcounty.gov)  
Fax: 206-296-8686

City:

Steve Anderson, City Manager  
City of Kenmore  
6700 NE 181<sup>st</sup> Street  
P.O. Box 82607  
Kenmore WA 98028  
425-398-8900

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of \_\_\_\_\_

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County  
Senior Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**EXHIBIT A**  
**King County Properties Transferring to the City of Kenmore**

Swamp Creek Park  
Inglewood Wetlands

Undeveloped open space  
Undeveloped open space

**EXHIBIT B**  
**Legal Descriptions**

**SWAMP CREEK PARK**

**PARCEL A – TAX PARCEL NO. 415670-0004**

Tract 1 of Lakewood Garden Tracts, as per plat recorded in Volume 32 of Plats, page 32, records of King County; EXCEPT that portion thereof described as follows: Beginning at the NW corner of said tract; thence Southeasterly along the Northerly line thereof 91.72 feet; thence South parallel with the West line of said Tract, 150 feet; thence Northwesterly parallel with the Northerly line of said tract 91.72 feet to the West line thereof; thence North along said West line 150 feet to point of beginning; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof granted to Puget Mill Company for the purposes to clean out, dredge, widen and straighten the existing channel of Sammamish River affecting the southerly 40 feet of Tract 1, dated June 21, 1938, recorded under King County Recording No. 3318184; 2) Easement and the terms and conditions thereof for the purposes of a roadway for road and utility purposes affecting the North 180 feet of the East 6.89 feet, as measured along the North line of Tract 1, recorded under King County Recording No. 5067225; 3) Easement and the terms and conditions thereof granted to King County for the purpose of a bank protection and/or other flood control works, including all appurtenances thereto, affecting an area included within a strip of land 182 feet in width being 91 feet on each side of the following centerline: Beginning at a point 1000 feet East and 900 feet, more or less, South from the center of said Section 12; thence South 74°35'40" East 658.0 feet; thence on a curve to the left having a radius of 603.16 feet, a distance of 286.6 feet; thence North 78°11'30" East 448.7 feet; thence on a curve to the right having a radius 301.58 feet, a distance of 118.6 feet; thence South 79°15'20" East 160 feet, more or less, to the East line of said Section 12, dated June 22, 1962, recorded September 14, 1962, under King County Recording No. 5479805; 4) Easement and the terms and conditions thereof granted to Municipality of Metropolitan Seattle, for the purpose of a sewer line with all connections, affecting an area being a strip of land 15 feet in width lying 7-1/2 feet on each side of the following described centerline: Beginning at a point on the West line of said Tract 1 distant 508 feet Southerly along said West line from the NW corner of said Tract 1; thence Southeasterly to point of terminus on the East line of said Tract 1 distant 568 feet Southerly along said East line from the NE corner of said Tract 1, dated December 20, 1963, recorded December 30, 1963, under King County Recording No. 5681394; 5) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for the purpose of a sewer line with all connections, manholes and appurtenances thereto, affecting an area identical to the permanent easement granted to the Municipality of Metropolitan Seattle (recorded under King County Recording No. 5681394), recorded May 17, 1966, under King County Recording No. 6029664; 6) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; and 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 Sammamish River.

**PARCEL B – TAX PARCEL NO. 415670-0010**

Tract 2 of Lakewood Garden Tracts, as per plat recorded in Volume 32 of Plats, page 32, records of King County; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof granted to King County, Washington, for the right to enter upon, lay out, construct and maintain a channel for Sammamish River affecting the Southerly 35 feet of said Tract 2, recorded June 24, 1943, under King County Recording No. 3318184; 2) Easement and the terms and conditions thereof disclosed by instrument recorded under King County Recording No. 5067225 for road and utility purposes affecting the area over the North 180 feet of the West 8.5 feet, measured along the North line; 3) Easement and the terms and conditions thereof granted to King County, Washington, for river protection purposes affecting that portion of Tract 2 included within a strip of land 182 feet in width being 91 feet on each side of the following centerline: Beginning at a point 1000 feet East and 900 feet, more or less, South from the center of said Section 12; thence South 74°35'40" East 658.0 feet; thence on a curve to the left having a radius of 603.16 feet, a distance of 286.6 feet; thence North 78°11'30" East 448.7 feet; thence on a curve to the right having a radius of 301.58 feet a distance of 118.6 feet; thence South 79°15'20" East 160 feet, more or less, to East line of said Section 12, dated March 30, 1963, recorded on May 2, 1963, under King County Recording No. 5578103; 4) Easement and the terms and conditions thereof granted to the Municipality of Metropolitan Seattle for the purpose of a sewer line with all connections, manholes, and appurtenances thereto, affecting a strip of land 15 feet in width lying 7-1/2 feet on each side of the following described centerline: Beginning at a point on the West line of said Tract 2 distant 568 feet Southerly along said West line from the NW corner of said Tract 2; thence Southeasterly to point of terminus on the East line of said Tract 2 distant 623 feet Southerly along said East line from the NE corner of said Tract 2, dated December 23, 1963, recorded December 30, 1963, under King County Recording No. 5681397; 5) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for purposes of a sewer line with all connections, manholes, and appurtenances thereto affecting an area identical to the permanent easement granted to the Municipality of Metropolitan Seattle and recorded in King County Recording No. 5681397, dated July 31, 1964, recorded May 17, 1966, recorded under King County Recording No. 6029663; 6) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; 7) Release of Damage Agreement and the terms and conditions thereof between Thomas N. Johnson and Betty Ann Johnson, and King County, Washington, dated March 30, 1963, recorded May 2, 1963, under King County Recording No. 5578104; 8) 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 Sammamish River; 9) Any prohibitions of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water; and 10) Rights and easements for commerce, navigation, recreation, and fisheries.

**PARCEL C – TAX PARCEL NO. 415670-0015**

Tract 3 of Lakewood Garden Tracts, as per plat recorded in Volume 32 of Plats, page 32, records of King County; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof granted to Municipality of Metropolitan Seattle for purposes of installing, removing, repairing, replacing and using a sewer line affecting a strip of land 15 feet in width lying 7-1/2 feet on each side of the following described center line: Beginning at a point on the West line of said Tract 3 distant 623 feet Southerly along said West line from the NW corner of said Tract 3; thence Southeasterly to a point of terminus on the East line of said Tract 3 distant 670 feet Southerly along said East line from the NE corner of said Tract 3, recorded under King County Recording No. 5681392; 2) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for purposes of installing, construction, operating, maintaining, removing, repairing, replacing and using a sewer line affecting a strip of land 15 feet in width lying 7-1/2 feet on each side of the following described center line: Beginning at a point on the West line of said Tract 3 distant 623 feet Southerly along said West line from the NW corner of said Tract 3; thence Southeasterly to a point of terminus on the East line of said Tract 3 distant 670 feet Southerly along East line from the NE corner of said Tract 3, recorded under King County Recording No. 6029662; 3) Easement and the terms and conditions thereof disclosed by instrument recorded under King County Recording No. 5497695 for river protection purposes affecting the area therein described; 4) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; 5) Release of Damage Agreement and the terms and conditions thereof between Arthur F. Cuidon and Phyllis Cuidon, and King County, Washington, dated September 23, 1962, recorded October 25, 1962, under King County Recording No. 5497696 (Releasing King County, Washington, from all future claims for damages resulting from disposal of excess material.); and 6) Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the ordinary high water of the Sammamish River.

**PARCEL D – TAX PARCEL NO. 416410-0140**

Lot 1, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; 2) Easement and the terms and conditions thereof in favor of the United States of America, condemned in Cause No. 5912 in the Western District of Washington, Northern Division, holding terms at Seattle, for the purpose of a flood control channel affecting a 90 foot strip; 3) Release of Damage Agreement and the terms and conditions thereof between Doris O. Williams and Roy F. Williams and King County, Washington, dated June 27, 1962, July 20, 1963, March 18, 1963, June 23, 1962, June 25, 1962, and July 14, 1962, recorded on July 11, 1962, September 4, 1963, April 24, 1963, October 3, 1962, September 14, 1962, and October 18, 1962, as recorded under King County Recording Nos. 5451103, 5633081, 5574271, 5488125, 5479804, 5494699, 5451105, 5451099, 5451101, and 5494693; 4) Easement and the terms and conditions thereof granted to Municipality of Metropolitan Seattle for sewer line



purposes affecting a strip of land 15 feet in width lying 7-1/2 feet on each side of a centerline as described therein, recorded under King County Recording Nos. 5677095, 5670703, 5677088, 5677096, 5699281, 5670704, 5677097, 5670700, 5681395, 5672525, and 5677098; 5) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for sewer line purposes affecting the area identical to the permanent easement granted to the Municipality of Metropolitan Seattle, recorded under King County Recording Nos. 5677095, 5670703, 5677088, 5677096, 5670704, 5677097, 5670700, 5699281, 5672525, 5681395, and 5677098, under King County Recording Nos. 6029673, 6029665, 6029674, 6029666, 6029667, 6029668, 6029669, 6069698, 6029670, 6029671, and 6029672; 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 Sammamish River; 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 Sammamish River; and 8) Rights and easements for commerce, navigation, recreation and fisheries.

**PARCEL E – TAX PARCEL NO. 416410-0145**

Lot 2, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District, for the purposes of a Sanitary sewer line with necessary appurtenances and connections affecting the West 5 feet of the North 339 feet of Lot 2, as recorded under King County Recording No. 5997795; 2) Easement and the terms and conditions thereof for ingress, egress and utilities purposes affecting the Westerly 5.00 feet of the Northerly 120.20 feet of Lot 2, as recorded under King County Recording No. 6662414; 3) Easement and the terms and conditions thereof granted to Municipality of Metropolitan Seattle for sewer line purposes affecting a strip of land 15 feet in width lying 7-1/2 feet on each side of a centerline as described therein, as recorded under King County Recording No. 5677096; 4) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for sewer line purposes affecting an area identical to the permanent easement granted to the Municipality of Metropolitan Seattle, and recorded under King County Recording Nos. 5677096, and 6029666; 5) Easement and the terms and conditions thereof granted to King County, Washington, for river protection purposes affecting that portion of Tracts 2 through 11, Block 3, Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, in Section 12, Township 26 North, Range 4 East, W.M., included within a strip of land 182 feet in width being 91 feet on each side of the following centerline: Beginning at a point 100 feet West and 900 feet, more or less, South of the center of said Section 12; thence South 54°27'40" East, 72.4 feet; thence on a curve to the left having a radius 301.5 feet, a distance of 200.8 feet; thence North 87°22'10" East, 440.5 feet; thence on a curve to the left having a radius of 603.16 feet, a distance of 129.7 feet; thence South 75°03'10" East 34 feet; thence on a curve to the right having a radius 477.5 feet, a distance of 252.8 feet, as recorded under King County Recording No. 5574270; 6) Easement and the terms and conditions thereof granted to King County for the purpose of clean out, dredge, widen and straighten the existing channel of Sammamish River affecting the Southerly 40 feet of Lot 2, as recorded under King County Recording No. 3318184; 7) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of

streets, avenues, alleys and roads, as dedicated in the plat; and 8) Release of Damage Agreement and the terms and conditions thereof between Doris O. Williams and Roy F. Williams and King County, Washington, as recorded under King County Recording Nos. 5574271 and 5494693.

**PARCEL F – TAX PARCEL NO. 416410-0150**

Lot 3, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; EXCEPT that portion thereof, described as follows: Beginning at the NW corner of said Lot 3; thence South  $75^{\circ}26'30''$  East along the North line of said Lot 3, a distance of 92.99 feet; thence South 120.20 feet; thence West 90.0 feet to the West line of said Lot 3; thence North along said West line 143.57 feet to the TRUE POINT OF BEGINNING; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Notice of additional tap or connection charges by Northshore Utility District for water or sewer facilities, the amounts and charges for which have been, or will be, levied against said property, as recorded under King County Recording No. 9207300895; 2) Easement and the terms and conditions thereof disclosed by instrument recorded under King County Recording No. 6662414 for ingress, egress and utilities purposes affecting the Easterly 5.00 feet of the Northerly 120.20 feet of Lot 3; 3) Easement and the terms and conditions thereof granted to Lake Washington Sewer District for purposes of a sanitary sewer line with necessary appurtenances and connections affecting the East 5 feet of the North 339 feet of Lot 3, recorded under King County Recording No. 5997794; 4) Easement and the terms and conditions thereof granted to Municipality of Metropolitan Seattle for sewer line purposes affecting a strip of land 15 feet in width lying 7-1/2 feet on each side of a centerline as described therein, recorded under King County Recording No. 5699281; 5) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for sewer line purposes affecting an area identical to the permanent easement granted to the Municipality of Metropolitan Seattle and recorded in King County Recording No. 5699281, recorded under King County Recording No. 6029667; 6) Easement and the terms and conditions thereof granted to King County, Washington, for river protection purposes affecting that portion of Tracts 2 through 11, Block 3, Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, pages 32, in Section 12, Township 26 North, Range 4 East, W.M., included within a strip of land 182 feet in width being 91 feet on each side of the following centerline: Beginning at a point 100 feet West and 900 feet, more or less, South of the center of said Section 12; thence on a curve to the left having a radius 301.5 feet, a distance of 200.8 feet; thence North  $87^{\circ}22'10''$  East, 440.5 feet; thence on a curve to the left having a radius of 602.16 feet, a distance of 129.7 feet; thence South  $75^{\circ}03'10''$  East 34 feet; thence on a curve to the right having a radius of 477.5 feet, a distance of 252.8 feet, under King County Recording Nos. 5485554 and 5488124; 7) Underground Utility Easement and the terms and conditions thereof granted to Puget Sound Power & Light Company for underground electric transmission and/or distribution system purposes affecting a strip of land 10 feet in width described as the East 10 feet of the North 340 feet of said Lot 3 in Block 3, dated September 29, 1986, recorded October 6, 1986, under King County Recording No. 8610060633 (Contains covenant prohibiting structures over said easement or other activity which might endanger the underground system); 8) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; 9) Agreement and the terms and conditions thereof between Northeast

Lake Washington Sewer District and Arthur F. Cuidon, dated September 25, 1967, recorded January 25, 1968, under King County Recording No. 6296272; 10) Release of Damage Agreement and the terms and conditions thereof between Doris O. Williams and Roy F. Williams and King County, Washington, recorded under King County Recording No. 5488125 and 5494693; 11) 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 Sammamish River; 12) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has formerly been covered by water; and 13) Rights and easements for commerce, navigation, recreation and fisheries.

**PARCEL G – TAX PARCEL NO. 416410-0155**

Lot 4, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof granted to Municipality of Metropolitan Seattle for sewer line purposes affecting a strip of land 15 feet in width lying 7-1/2 feet on each side of a centerline as described therein, as recorded under King County Recording No. 5670704; 2) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for sewer line purposes affecting an area identical to the permanent easement granted to the Municipality of Metropolitan Seattle, recorded under King County Recording No. 5670704, under King County Recording No. 6069698; 3) Easement and the terms and conditions thereof granted to King County for river protection purposes affecting that portion of Tracts 2 through 11, Block 3, Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, in Section 12, Township 26 North, Range 4 East, W.M., included within a strip of land 182 feet in width being 91 feet on each side of the following centerline: Beginning at a point 100 feet West and 900 feet, more or less, South of the center of said Section 12; thence South 54°27'40" East, 72.4 feet; thence on a curve to the left having a radius 301.5 feet, a distance of 200.8 feet; thence North 87°22'10" East, 440.5 feet; thence on a curve to the left having a radius of 603.16 feet, a distance of 129.7 feet; thence South 75°03'10" East 34 feet; thence on a curve to the right having a radius 477.5 feet, a distance of 252.8 feet, as recorded under King County Recording No. 5451117; 4) Easement and the terms and conditions thereof granted to King County for the purposes to clean out, dredge, widen and straighten the existing channel of Sammamish River affecting the Southerly 50 feet of Lot 4, as recorded under King County Recording No. 3318184; 5) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; 6) 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 Sammamish River; 7) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water; and 8) Rights and easements for commerce, navigation, recreation and fisheries.

**PARCEL H – TAX PARCEL NO. 416410-0163**

Lot 5, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; EXCEPT that portion lying Northerly of the following described line: Beginning at the NE corner of said Lot 5; thence Southerly along the East line of said Lot 5, 226 feet to the TRUE POINT OF BEGINNING; thence Westerly, perpendicular to said East line, to the West line of said Lot 5 and the terminus of said line; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for sewer line purposes affecting an area identical to the permanent easement granted to the Municipality of Metropolitan Seattle and recorded under King County Recording No. 5670697, recorded under King County Recording No. 6029669; 2) Easement and the terms and conditions thereof granted to King County, Washington, for river protection purposes affecting that portion of Tracts 2 through 11, Block 3, Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, in Section 12, Township 26 North, Range 4 East, W.M., included within a strip of land 182 feet in width being 91 feet on each side of the following centerline: Beginning at a point 100 feet West and 900 feet, more or less, South of the center of said Section 12; thence South 54°27'40" East, 72.4 feet; thence on a curve to the left having a radius 301.5 feet, a distance of 200.8 feet; thence North 87°22'10" East, 440.5 feet; thence on a curve to the left having a radius of 603.16 feet, a distance of 129.7 feet; thence South 75°03'10" East 34 feet; thence on a curve to the right having a radius 477.5 feet, a distance of 252.8 feet, recorded under King County Recording No. 5522174; 2) Easement and the terms and conditions thereof granted to King County, Washington, for purposes to clean out, dredge, widen and straighten the existing channel of Sammamish River affecting the Southerly 30 feet of Lot 5, recorded under King County Recording No. 3318184; 3) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; 4) 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 Sammamish River; 5) 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 Sammamish River; and 6) Rights and easements for commerce, navigation, recreation and fisheries.

**PARCEL I – TAX PARCEL NO. 416410-0171**

That portion of Lots 6 through 9, inclusive, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; TOGETHER WITH that portion of Lots 10 and 11, Block 3 of said Lakewood Villa Tracts, ALSO KNOWN AS Lots 1 and 2 of Short Plat No. 178037, according to the Short Plat recorded under King County Recording No. 7805311256, lying Southerly of the following described line:

Commencing at the NE corner of Lot 6, Block 3 in said Lakewood Villa Tracts; thence along the East line of said Lot 6, South 0°15'45" West, a distance of 321.02 feet to the TRUE POINT OF BEGINNING; thence North 88°32'41" West, a distance of 17.83 feet; thence North 77°08'07" West, a distance of 72.26 feet to a non-tangent curve; thence along said non-tangent curve to the left having a tangent bearing of North 84°07'17" West and a radius of 45 feet and an arc distance

of 55.84 feet; thence South 24°46'51" West, a distance of 41.95 feet; thence North 75°55'33" West, a distance of 13.81 feet; thence North 02°24'30" West, a distance of 86.96 feet to a non-tangent curve; thence along said non-tangent curve to the left having a tangent bearing of North 06°06'28" West, a radius of 25.00 feet and an arc distance of 38.03 feet; thence South 86°44'26" West, a distance of 99.69 feet to a non-tangent curve; thence along said non-tangent curve to the left, having a tangent bearing of South 84°55'20" West, a radius of 50 feet and an arc distance of 36.91 feet; thence South 42°37'35" West, a distance of 144.75 feet to a non-tangent curve; thence along said non-tangent curve to the left having a tangent bearing of South 49°06'27" West, a radius of 96.24 feet and an arc distance of 55.75 feet; thence South 15°55'02" West, a distance of 86.39 feet; thence South 87°27'43" West, a distance of 9.46 feet; thence North 35°52'05" West, a distance of 50.83 feet; thence North 13°40'00" West a distance of 44.94 feet to a non-tangent curve; thence along said non-tangent curve to the left, having a tangent bearing of North 13°40'00" West, a radius of 43.36 feet and an arc distance of 33.12 feet; thence North 73°57'30" West, a distance of 56.04 feet to a point on the West line of Lot 11, Block 3 in said Lakewood Villa Tracts, said point being South 00°15'45" West, 359.99 feet from the South margin of NE 175<sup>th</sup> Street, and the terminus of said line.

**SUBJECT TO:** Covenants and restrictions contained in Quit Claim Deed conveyed to King County, under King County Recording No. 9612021000.

**PARCEL J – TAX PARCEL NO. 416410-0195**

Lot 12, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof granted to King County, Washington, for purposes of cleaning out, dredging, widening, and straightening the existing channel of Sammamish River affecting the Southerly 20 feet of Lot 12 and other property, recorded under King County Recording No. 3318184; 2) Easement and the terms and conditions thereof granted to King County, Washington, for river protection purposes affecting that portion of Tract 12, Block 3, Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, in Section 12, Township 26 North, Range 4 East, W.M., included within a strip of land 182 feet in width being 91 feet on each side of the following centerline: Beginning at a point 610 feet South and 530 feet, more or less, West from the center of said Section 12; thence South 18°37'00" East 105.5 feet; thence on a curve to the left having a radius of 200.0 feet a distance of 217.7 feet; thence South 80°58'50" East 44.2 feet; thence on a curve to the right having a radius 382.0 feet a distance of 176.9 feet; thence South 54°27'40" East 72.4 feet; thence on a curve to the left having a radius 301.57 feet a distance of 200.8 feet, dated July 14, 1962, recorded August 15, 1962, under King County Recording No. 5466714; 3) Easement and the terms and conditions thereof granted to Municipality of Metropolitan Seattle for sewer line purposes affecting a strip of land 15 feet in width, lying 7-1/2 feet on each side of the following described center line: Beginning at a point on the West line of said Tract 12 distant 318 feet Southerly along said West line from the Northwest corner of said Tract 12; thence Southeasterly to point of terminus on the East line of said Tract 12 distant 303 feet Southerly along said East line from the NE corner of said Tract 12, dated December 8, 1963, as recorded December 17, 1963, under King County Recording No. 5677093; 4) Easement and the terms and conditions

thereof granted to Northeast Lake Washington Sewer District for sewer line purposes affecting a strip of land 15 feet in width, lying 7-1/2 feet on each side of the following described center line: Beginning at a point on the West line of said Tract 12 distant 318 feet Southerly along said West line from the NW corner of said Tract 12; thence Southeasterly to point of terminus on the East line of said Tract 12 distant 303 feet Southerly along said East line from the NE corner of said Tract 12, dated August 2, 1964, recorded May 17, 1966, under King County Recording No. 6029675; 5) Restrictions imposed by instrument recorded on September 6, 1940, under King County Recording No. 3120027, as follows: The Grantor reserves unto itself and its successors and assigns the right to clean, deepen, straighten, widen or in any manner affect or change the natural channels and courses of Swamp Creek and its tributaries for the purpose of draining land in the plat of Lakewood Villa Tracts which said Swamp Creek flows and in order to exercise such right reserves unto itself and its successors and assigns the further right to go upon the land hereby described and at any and all times; 6) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; 7) Release of Damage Agreement and the terms and conditions thereof between William Harold Rogers and Mrs. Eva M. Rogers, and King County, Washington, dated July 14, 1962, recorded August 15, 1962, under Recording No. 5466715; 8) 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 Sammamish River; 9) 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 Sammamish River; and 10) Rights and easements for commerce, navigation, recreation and fisheries.

**PARCEL K – TAX PARCEL NO. 416410-0200**

Lot 13, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof granted to King County, Washington, for purposes of a bank protection and/or other flood control works affecting that portion of Tract 13, Block 3, included within a strip of land 182 feet in width being 91 feet on each side of the following centerline: Beginning at a point 610 feet South and 530 feet, more or less, West from the center of said Section 12; thence South 18°37'00" East 105.5 feet; thence on a curve to the left having a radius 200.0 feet, a distance of 217.7 feet; thence South 80°58'50" East 44.2 feet; thence on a curve to the right having a radius 382.0 feet, a distance of 176.9 feet; thence South 54°27'40" East 72.4 feet; thence on a curve to the left having a radius of 301.57 feet, a distance of 200.8 feet, dated July 14, 1962, recorded September 14, 1962, under King County Recording No. 5479801; 2) Easement and the terms and conditions thereof granted to King County, Washington, for purposes of a sewer line with all connections affecting a portion of Tract 13, Block 3, being a strip of land 15 feet in width lying 7-1/2 feet on each side of the following described centerline: Beginning at a point on the West line of said Tract 13 distant 336 feet Southerly along said West line from the NW corner of said Tract 13; thence Southeasterly to point of terminus on the East line of said Tract 13 distant 318 feet Southerly along said East line from the NE corner of said Tract 13, dated December 11, 1963, as recorded under King County Recording No. 5677086; 3) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for purposes of a sewer line with all

connections affecting an area identical to the permanent easement granted to the Municipality of Metropolitan Seattle and recorded under King County Recording No. 5677086, recorded May 17, 1966, under King County Recording No. 6029676; 4) Release of Damage Agreement and the terms and conditions thereof between Clifford R. Baylor and Artis Martin Baylor, and King County, Washington, dated July 14, 1962, recorded September 14, 1962, under King County Recording No. 5479802; 5) Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; 6) 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 Sammamish River; 7) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water; and 8) Rights and easements for commerce, navigation, recreation and fisheries.

**PARCEL L – TAX PARCEL NO. 416410-0205**

Lot 14, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof in favor of the State of Washington, condemned in the County of Kent, under King County Superior Court Cause No. 323779 for purposes of the Sammamish Waterway affecting the Southerly portion; 2) Easement and the terms and conditions thereof granted to King County, Washington, for bank protection purposes and/or other flood control works, including all appurtenances affecting the Southerly portion, dated July 19, 1962, recorded July 11, 1962, under King County Recording No. 5451119, as disclosed by King County Superior Court Cause No. 595776; 3) Release of Damage Agreement and the terms and conditions thereof between W.B. Woodall and Mildred S. Woodall, and King County, Washington, dated July 19, 1962, recorded July 11, 1962, under King County Recording No. 5451120; 4) Easement and the terms and conditions thereof granted to Municipality of Metropolitan Seattle, and Northeast Lake Washington Sewer District, for purposes of a sewer line with all connections, manholes and appurtenances affecting the Southerly portion, dated December 10, 1963, and August 2, 1964, recorded December 17, 1963, and May 17, 1966, under King County Recording No. 5677087, and 6029677; 5) 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 Sammamish River; 6) 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 Sammamish River; and 7) Rights and easements for commerce, navigation, recreation and fisheries.

**PARCEL M – TAX PARCEL NO. 416410-0210**

Lot 15, Block 3 of Lakewood Villa Tracts, as per plat recorded in Volume 29 of Plats, page 32, records of King County; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Easement and the terms and conditions thereof granted to King County for the purpose to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances affecting that portion of Tract 15 included within a

strip of land 182 feet in width, being 91 feet on each side of the following centerline: Beginning at a point 610 feet South and 350 feet, more or less, West from the center of said Section 12; thence South 18°37'00" East 105.5 feet; thence on a curve to the left having a radius of 200.0 feet a distance of 217.7 feet; thence South 80°58'50" East 44.2 feet; thence on a curve to the right having a radius of 382.0 feet a distance of 176.9 feet; thence South 54°27'40" East 72.4 feet; thence on a curve to the left having a radius of 301.57 feet a distance of 200.8 feet, recorded October 10, 1962, under King County Recording No. 5491229; 2) Indemnity Agreement and the terms and conditions thereof, by and between Daniel E. Dygert, Shirley Rey Dygert and Russell Shaver, and King County, Washington, dated September 10, 1962, recorded October 10, 1962, under King County Recording No. 5491230 (Said agreement released King County from all future claims for damages resulting from improvement work on the Sammamish River.); 3) Easement and the terms and conditions thereof granted to Municipality of Metropolitan Seattle for purposes of installing, construction, operating, maintaining, removing, repairing, replacing and using a sewer line with all connections, manholes and appurtenances thereof affecting an area beginning at a point on the West line of said Tract 15, distance 368 feet Southerly along said West line from the NW corner of said Tract 15; thence Southeasterly to point of terminus on the Easterly line of said Tract 15 distant 352 feet Southerly along said East line from the NE corner of said Tract 15, recorded December 30, 1963, under King County Recording No. 5681396; 4) Easement and the terms and conditions thereof granted to Northeast Lake Washington Sewer District for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using a sewer line with all connections, manholes and appurtenances thereof affecting the Easterly 5 feet of the permanent easement set forth at paragraph 3, recorded May 17, 1966, under King County Recording Nos. 6029678 and 6027679; 5) Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; 6) Any question that may arise due to shifting and changing in course of the Sammamish River; 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 the Sammamish River; and 8) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.

### INGLEMOOR WETLANDS

#### PARCEL A – TAX PARCEL NO. 112604-9142

That portion of Government Lots 1, 2 and 5 in Section 11, Township 26 North, Range 4 East, W.M., in King County, Washington, and of the second class shorelands in front thereof, all described as follows:

Commencing at the N.E. corner of Government Lot 1, in Section 14, Township 26 North, Range 4 East, W.M., in King County, Washington, from which point the N.E. corner of said Section 14 bears South 89°24'13" East; thence North 36°33'10" West 499.21 feet; thence South 07°21'50" West 43.25 feet; thence North 36°33'10" West 69.61 feet; thence North 16°15'00" West 300.00 feet; thence North 22°00'00" East 454.24 feet; thence South 82°12'03" East 194.46 feet; thence North 29°47'11" East 52.14 feet; thence North 38°28'18" East 565.18 feet; thence North



51°54'30" East 18.30 feet; thence North 21°26'00" West 41.29 feet to the TRUE POINT OF BEGINNING; thence North 53°59'40" East 274.26 feet; thence North 38°20'31" East 416.52 feet; thence North 12°40'14" East 105.72 feet; thence North 40°13'21" East 37.00 feet; thence North 88°24'01" East 93.87 feet; thence South 82°28'38" East 81.09 feet; thence North 16°24'47" West 113.61 feet to a line described in instrument recorded under Recording No. 5113470; thence Westerly along said line along the arc of a curve to the left having a radius of 1500.00 feet, an arc distance of 706.86 feet; thence South 71°00'00" West to a point which bears North 21°26'00" West from the true point of beginning; thence South 21°26'00" East to the TRUE POINT OF BEGINNING;  
(ALSO KNOWN AS Tract A of Inglewood Village III, Amended Planned Unit Development in Volume 3 of PUD's, pages 36 through 38, under Recording No. 8607241072).

**SUBJECT TO:** 1) Easement and the terms and conditions thereof for electric transmission and/or distribution line purposes, as now located and constructed on the property herein described, or as may be extended or relocated by mutual consent, as recorded under King County Recording No. 2975280; 2) Easement and the terms and conditions thereof for ingress and egress purposes, affecting any existing roads across property herein described, and any future roads, as recorded under King County Recording No. 4484450; 3) Easement and the terms and conditions thereof for sanitary sewer purposes, affecting a 25 foot strip as described therein, as recorded under King County Recording No. 7305090372; 4) Easement and the terms and conditions thereof for underground electric system purposes, affecting a 10 foot strip as constructed or to be constructed, relocated or extended, as recorded under King County Recording No. 8410190744; 5) Terms and conditions of beneficial easement recorded under King County Recording No. 7210050545, a correction of Recording Nos. 7205240096 and 7205240097; 6) All covenants, conditions, restrictions, reservations, easements, or other servitudes, if any, disclosed by Binding Site Plan, recorded under King County Recording No. 8607241072; 7) Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary described herein; 8) Agreement and the terms and conditions thereof regarding grant of easement, dated July 10, 1984, as recorded under King County Recording No. 8407100037; 9) Covenants, conditions and restrictions imposed by instrument recorded under King County Recording No. 7805150959 and 7805180797, including, but not limited to, rights or benefits which may be disclosed affecting land outside the boundary described herein; 10) Agreement and the terms and conditions thereof regarding Release of Damages, dated January 10, 1917, recorded under King County Recording No. 452968; 11) Agreement and the terms and conditions thereof regarding Release of Damages, dated December 23, 1940, recorded under King County Recording No. 3137780; 12) Agreement and the terms and conditions thereof regarding a Drainage Release, dated March 15, 1974, recorded under King County Recording No. 7403150453; 13) Agreement and the terms and conditions thereof regarding Water Installation Contract, dated May 29, 1987, recorded under King County Recording No. 8705290912; 14) Matters set forth by Survey disclosing landscaping encroachment over Westerly line, dated April 30, 1996, recorded under King County Recording No. 9604309002; 15) Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Sammamish River (including, but not limited to, the old bed of the Sammamish River and Sammamish Waterway); and 16) Rights and easements of the public for commerce, navigation, recreation and fisheries.

**ALSO SUBJECT TO:** Natural Land Protection Easement between The Land Conservancy, as Grantor, and Inglewood Golf Club, as Grantee, dated December 16, 1998, recorded under King County Recording No. 9812212632.

**PARCEL B – TAX PARCEL NO. 112604-9160**

That portion of Government Lot 5 in Section 11, Township 26 North, Range 4 East, W.M., and of the second class shorelands, as conveyed by the State of Washington, situate in front of, adjacent to, or abutting thereon, described as follows:

Beginning at the N.E. corner of Government Lot 1, in Section 14, Township 26 North, Range 4 East, W.M., from which point the N.E. corner of said Section 14 bears South 89°04'13" East; thence North 36°33'10" West 499.21 feet; thence South 07°21'50" West 43.25 feet; thence North 36°33'10" West 69.61 feet; thence West, 436.48 feet to the TRUE POINT OF BEGINNING; thence East 436.48 feet; thence North 16°15'00" West 300.00 feet; thence North 22°00'00" East 404.24 feet; thence North 77°30'00" West 285 feet, more or less, to the shoreline of Lake Washington; thence Southerly along said shoreline to a point from which the true point of beginning bears South 34°35'50" East; thence South 34°35'50" East to the TRUE POINT OF BEGINNING; (Also known as Lot B of unrecorded King County Lot Line Adjustment No. 583123); situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Notice of tap or connection charges which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the City/County/Agency. Northshore Utility District, recorded July 30, 1992, under King County Recording No. 9207300895; 2) Agreement and the terms and conditions thereof regarding Release of Damage Agreement, recorded January 10, 1907, under King County Recording No. 452968; 3) Right to enter the land to make repairs and the right to cut brush and trees which constitute a menace or danger to the electric transmission line adjoining the land, as granted in instrument recorded under King County Recording No. 2975280; 4) Easement and the terms and conditions thereof for ingress and egress purposes, as recorded under King County Recording No. 4424450 (the description contained therein is not sufficient to determine its exact location within the property herein described); 5) Agreement and the terms and conditions thereof regarding Release of Damage Agreement, recorded December 23, 1940, under King County Recording No. 3137780; 6) Right to enter the land to make repairs and the right to cut brush and trees which constitute a menace or danger to the electric transmission line adjoining the land, as granted in instrument recorded under King County Recording No. 8106110698; 7) Easement and the terms and conditions thereof for road purposes, as recorded under King County Recording No. 7508060613 (the description contained therein is not sufficient to determine its exact location within the property herein described); 8) Declaration of Covenants, Conditions and Restrictions imposed by instrument recorded on May 15, 1978, under King County Recording No. 7805150959; 9) Declaration of Covenants, Conditions and Restrictions imposed by instrument recorded on January 18, 1980, under King County Recording No. 8001180591; 10) All covenants, conditions, restrictions, reservations, easements, or other servitudes, if any, disclosed by Short Plat Application No. 278123, recorded under King County Recording No. 7805230694; 11) Rights or benefits, if any, which may be disclosed by the recorded document(s)

above affecting land outside the boundary described herein; 12) Matters set forth by Survey disclosing Easement, as recorded April 30, 1996, under King County Recording No. 9604309002; 13) Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Lake Washington; 14) Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Squak Slough and Sammamish River; 15) Rights of the United States and the State of Washington to regulate the use or occupancy of that portion of the land lying below the line of the mean high tide; 16) Rights and easements of the public for commerce, navigation, recreation and fisheries; and 17) Location of the lateral boundaries of second class tidelands and shorelands.

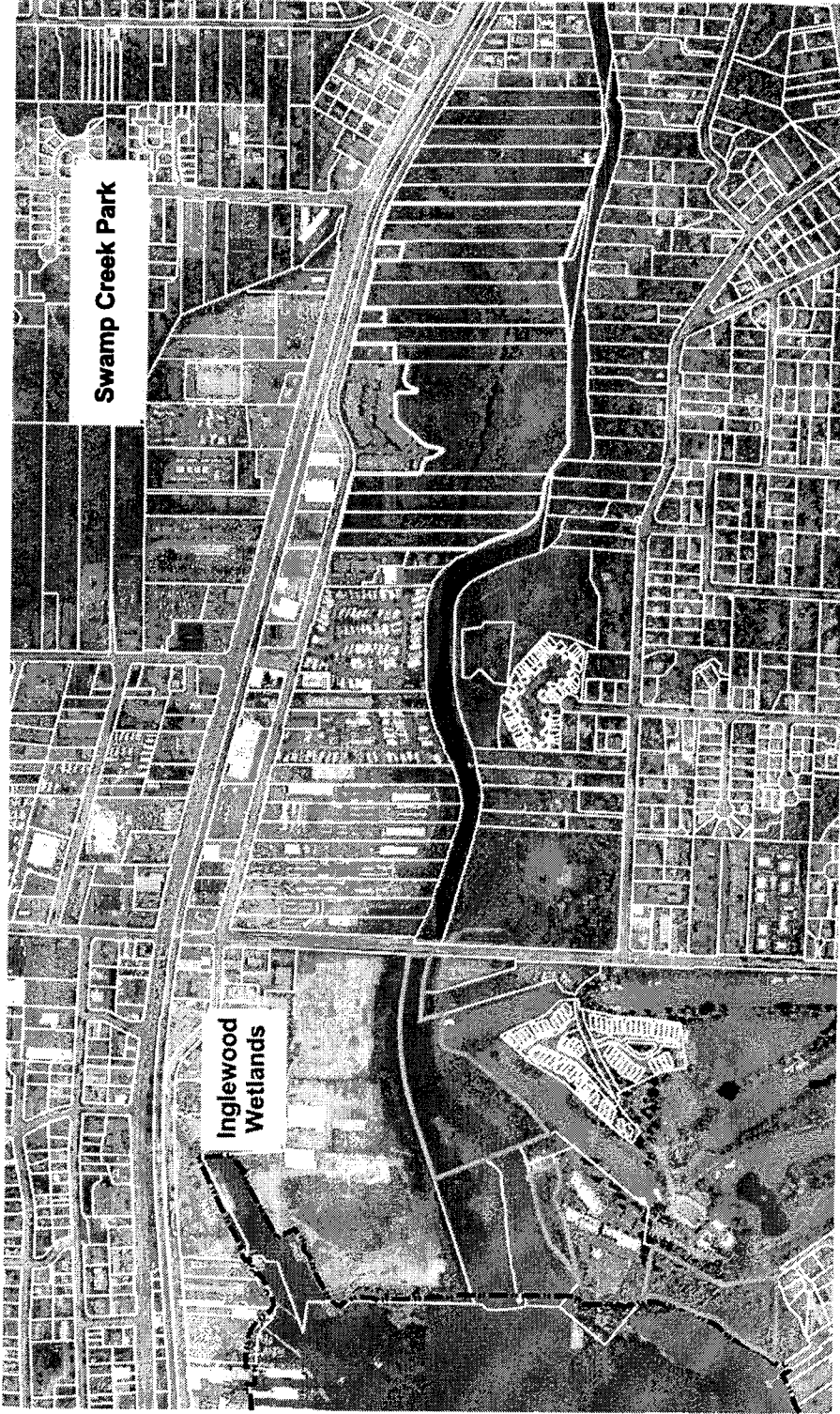
**PARCEL C – TAX PARCEL NO. 112604-9172**

Lot 3 of Short Plat No. 279057, according to the Short Plat recorded under King County Recording No. 7912190778; EXCEPT the East 50.00 feet thereof; situate in the County of King, State of Washington.

**SUBJECT TO:** 1) Notice of tap or connection charges which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the City/County/Agency. Northshore Utility District, recorded July 30, 1992, under King County Recording No. 9207300895; 2) Agreement and the terms and conditions thereof regarding Release of Damage Agreement, recorded January 10, 1907, under King County Recording No. 452968; 3) Right to enter the land to make repairs and the right to cut brush and trees which constitute a menace or danger to the electric transmission line adjoining the land, as granted in instrument recorded under King County Recording No. 2975280; 4) Easement and the terms and conditions thereof for ingress and egress purposes, as recorded under King County Recording No. 4484450 (the description contained therein is not sufficient to determine its exact location within the property herein described); 5) Agreement and the terms and conditions thereof regarding Release of Damage Agreement, recorded December 23, 1940, under King County Recording No. 3137780; 6) Easement and the terms and conditions thereof granted to Puget Sound Power & Light Company for underground electric transmission and/or distribution system affecting a right of way 7 feet in width having 3-1/2 feet of such width on each side of the centerline of grantee's facilities as constructed or to be constructed, recorded under King County Recording No. 7810310969; 7) Agreement and the terms and conditions thereof regarding easement and maintenance, recorded November 2, 1979, under King County Recording No. 7911020526; 8) Easement and the terms and conditions thereof for road purposes, as recorded under King County Recording No. 7508060613 (the description contained therein is not sufficient to determine its exact location within the property herein described); 9) Declaration of Covenants, Conditions and Restrictions imposed by instrument recorded on May 15, 1978, under King County Recording No. 7805150959; 10) Conveyance of Development Rights and Declaration of Covenants, Conditions and Restrictions imposed by instrument recorded on May 18, 1978, under King County Recording No. 7805180797; 11) Declaration of Covenants, Conditions and Restrictions imposed by instrument recorded on January 18, 1980, under King County Recording No. 8001180590; 12) All covenants, conditions, restrictions, reservations, easements, or other servitudes, if any, disclosed by Short Plat Application No. 278123, recorded

under King County Recording No. 7805230694; 13) Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary described herein; 14) All covenants, conditions, restrictions, reservations, easements, or other servitudes, if any, disclosed by Short Plat No. 279057, recorded under King County Recording No. 7912190778; 15) Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary described herein; 16) Matters set forth by Survey disclosing Easement, as recorded April 30, 1996, under King County Recording No. 9604309002; 17) Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Lake Washington; 18) Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of Squak Slough and Sammamish River; 19) Rights of the United States and the State of Washington to regulate the use or occupancy of that portion of the land lying below the line of the mean high tide; 20) Rights and easements of the public for commerce, navigation, recreation and fisheries; and 21) Location of the lateral boundaries of second class tidelands and shorelands.

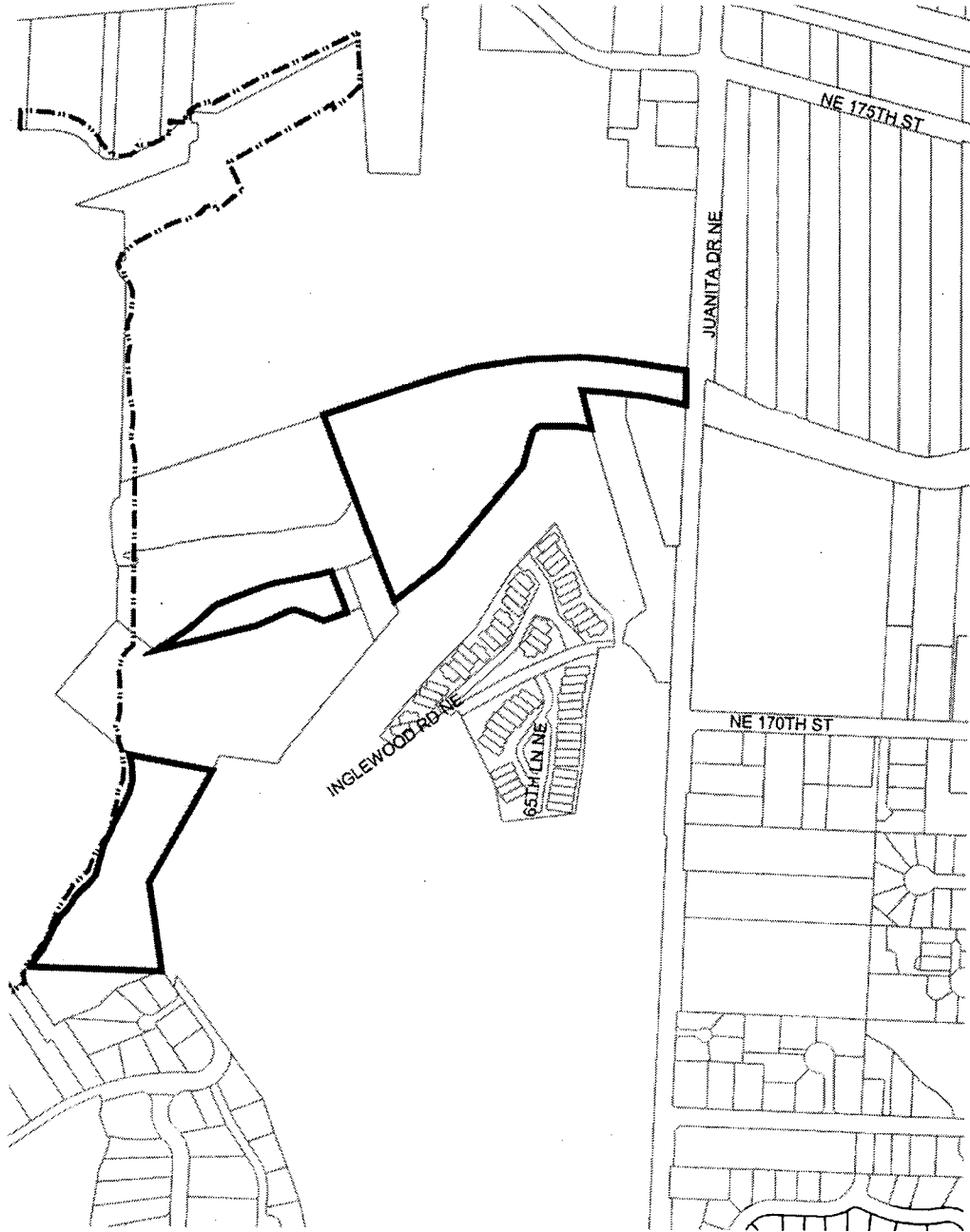
# Exhibit C1



# Exhibit C2 Swamp Creek Park



# Exhibit C3 Inglewood Wetlands



Utility Easement

RESERVED UNTO KING COUNTY, WASHINGTON, THE FOLLOWING DESCRIBED EASEMENT ON THE PROPERTY:

- 1) King County owns utility facilities located on and under the Property. An easement for these utility facilities ("Metro Easement") was granted by one or more private property owners to the Municipality of Metropolitan Seattle (hereinafter Metro). After the Metro Easement was granted, the County purchased the Property, and the County and Metro merged, thereby causing a merger of title between the Property and the Metro Easement. This Reservation of Easement shall supersede and replace the language of the Metro Easement.
- 2) King County hereby reserves, for the purposes stated below, a permanent utility easement over, across, along, in, upon and under that portion of the Property referred to herein as the Utility Easement Area and more particularly described as follows:

INSERT LEGAL DESCRIPTION OF UTILITY EASEMENT AREA

(Previously a Metro Easement, contained in a document dated \_\_\_\_\_, and recorded under King County Recorder's number \_\_\_\_\_.

- 3) King County reserves this utility easement for the purpose of installing, constructing, operating, maintaining, removing, re-constructing, repairing, replacing and using a sewer pipeline or pipelines, re-claimed water lines, or other transmission or conveyance lines, including but not limited to communication lines or devices and optic lines, with all connections, manholes and surface and subsurface appurtenances thereto (hereinafter collectively referred to as "facilities") within the Utility Easement Area, together with the right of ingress to and egress from said Utility Easement Area for the foregoing purposes.
- 4) Unless specifically approved in writing in advance by the County, the construction, installation, or maintenance of any structure, whether temporary or permanent, and whether above or below ground, shall be and hereby is absolutely prohibited within the above-described Utility Easement Area; and any structure not approved by the County shall be and hereby is deemed an unreasonable interference with the County's easement rights. Moreover, as to any such non-approved structure, the provisions of paragraphs 6 and 7 below shall not apply.
- 5) The term of this reserved utility easement shall be perpetual, and this easement shall be appurtenant to, be binding upon, and run with the Property for the benefit of the King County regional wastewater treatment system as now or hereafter constituted, and for the health, safety, and welfare of the citizens of King County.
- 6) If the surface of the above-described Property is disturbed by County work on or in connection with the facilities, then the County shall restore the surface of the above-described Property as nearly as possible to the condition in which it existed at the commencement of said work.



- 7) The County shall indemnify, defend and hold harmless the City, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of the acts or omissions of the County or its officers, agents, or employees in the exercise of the County's rights and duties in connection with this easement; provided, however, that the County's obligation to indemnify, defend and hold harmless the City shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the City, its elected officials, officers, agents or employees. The County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the County hereby waives, by mutual negotiation and as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 8) The City shall indemnify, defend and hold harmless the County, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of acts or omissions of the City or its officers, agents, or employees in connection with the Property; provided, however, that the City's obligation to indemnify, defend and hold harmless the County shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of the County, its elected officials, officers, agents or employees. The City agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or its agents. For this purpose, the City hereby waives, by mutual negotiation and as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 9) The City, by accepting this Deed and allowing it to be recorded with this utility easement reservation, hereby covenants and agrees to abide by and to honor the County's reserved utility easement rights.
- 10) Subject to the other terms and conditions of this Deed, the County conveys and quitclaims to the City all right, title, and interest to the Property that may be held, used and enjoyed without interfering with the utility easement rights reserved herein to the County.