



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

February 4, 2014

Ordinance 17745

Proposed No. 2013-0481.2

Sponsors Phillips and Hague

1 AN ORDINANCE approving a development agreement  
2 between King County and BD Village Partners, LP,  
3 relating to a seventy-seven-lot subdivision adjacent to the  
4 city of Black Diamond, a regional stormwater facility and  
5 transfer to King County of open space lands.

6 STATEMENT OF FACT:

- 7 1. King County adopted the Black Diamond Urban Growth Area  
8 Agreement ("BDUGAA") through passage of Ordinance 12534 on  
9 November 25, 1996.
- 10 2. The BDUGAA determined the final urban growth area boundary for  
11 the city of Black Diamond ("the city") and identified open space lands  
12 within the city and King County for permanent preservation.
- 13 3. The agreement was based on a principle that for every one acre of  
14 urban land added to the urban growth area, four acres would be  
15 permanently preserved as open space.
- 16 4. The agreement has been largely implemented and the majority of the  
17 open space has been conveyed through two open space agreements:
- 18 a. The Black Diamond Area Open Space Protection Agreement was  
19 approved by King County Ordinance 15291 on October 3, 2005.

20 Ordinance 15291 resulted in the permanent protection of Ravensdale  
21 Ridge and the conveyance to King County of six hundred forty-five acres  
22 of open space; and

23 b. The 2009 Open Space Agreement between the county and BD Village  
24 Partners, LP, was approved by King County Ordinance 16739 on  
25 December 14, 2009. Ordinance 16739 resulted in the conveyance to King  
26 County of two hundred fifty-five acres of open space.

27 5. The 2009 Open Space Agreement provided that BD Village Partners,  
28 LP, would dedicate for permanent preservation more land than required by  
29 the "four to one" principle, if the county and BD Village Partners, LP,  
30 entered into a development agreement placing the open space in tracts as  
31 part of a rural clustered subdivision. It also anticipated that the rural  
32 cluster subdivision could include a regional stormwater facility.

33 6. The attached development agreement conveys to King County an  
34 additional one hundred forty-seven acres of open space, anticipated by  
35 previous agreements, that will become part of the county's open space  
36 system. A final seventeen acres of open space in Section 23 will be  
37 conveyed to King County in fee or easement by 2021, as established in  
38 Section 5.4(b) of the 2009 Open Space Agreement. The development  
39 agreement will also relocate a trail easement for the county's future Green  
40 to Cedar Rivers Regional Trail.

41 7. The Horseshoe lake area of the county is near the proposed  
42 subdivision. For decades, there has been periodic flooding of Horseshoe

43 lake that requires emergency pumping to protect homes and limit damage.

44 The emergency pumping also imposes a financial burden on the county.

45 8. A permanent solution to the Horseshoe lake flooding is needed and can  
46 be implemented if the county and BD Village Partners, LP, create a  
47 regional stormwater facility within the proposed subdivision.

48 9. The attached development agreement allows BD Village Partners, LP,  
49 to construct a regional stormwater facility and allows the county to divert  
50 floodwaters from Horseshoe lake to the facility.

51 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

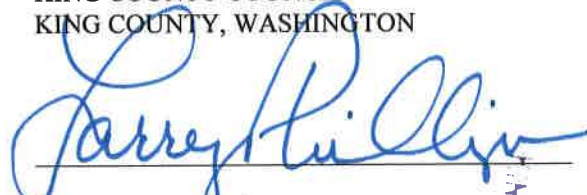
52 SECTION 1. The King County executive is hereby authorized to enter into an  
53 agreement, substantially in the form of Attachment A to this ordinance, with BD Village

54 Partners, LP, regarding a regional stormwater facility, a seventy-seven-lot rural clustered  
55 subdivision and transfer of open space lands to King County.  
56

Ordinance 17745 was introduced on 11/12/2013 and passed as amended by the Metropolitan King County Council on 2/3/2014, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Lambert, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove  
No: 0  
Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED  
2014 FEB 14 PM 3:41  
KING COUNTY COUNCIL CLERK

APPROVED this 13 day of FEBRUARY, 2014.



Dow Constantine, County Executive

**Attachments:** A. Draft Development Agreement, dated January 27, 2014

**DRAFT  
DEVELOPMENT AGREEMENT  
Between  
KING COUNTY, WASHINGTON  
and  
BD VILLAGE PARTNERS, LP**

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between KING COUNTY, a Washington home rule charter county ("County") and BD VILLAGE PARTNERS, LP, a Washington limited partnership ("BD Villages") pursuant to RCW 36.70B.170 in conjunction with a grading permit under King County Code Chapter 16.82.

**RECITALS**

- A. The County, BD Villages, Plum Creek Timber Company, and Plum Creek Land Company ("Plum Creek"), the predecessors in interest of BD Villages, have a long history of creating and protecting public open spaces in and around the City of Black Diamond, Washington ("City"). Their agreements and actions have, or will, permanently protect over 2,500 acres of open space in the County and the City. These open spaces are part of significant natural systems, including lakes, streams and wetlands. They are linked to provide open space corridors and trails throughout the area. The County, Plum Creek and BD Villages have, for over a decade, invested their time, staff resources and millions of dollars in creating and protecting the open space lands.
- B. The Black Diamond Urban Growth Area Agreement ("BDUGAA") between the County, the City, Palmer Coking Coal Company, and Plum Creek was the first of the Black Diamond area open space agreements and was based on the "4 to 1 Principle." The BDUGAA was adopted by King County Ordinance 12534 on November 25, 1996. It established an agreement that for every 1 acre of urban development in the annexation areas of the City, 4 acres of open space would be protected inside the City and in adjacent areas of the County. The BDUGAA has been largely implemented and has created a legacy of regional open space that will last forever.
- C. The Black Diamond Area Open Space Protection Agreement of June 2005 between the County, the City, Plum Creek, and Cascade Land Conservancy further implemented the open space provisions of the BDUGAA. In addition, it created additional open space in the County by permanently removing development rights from property known as Ravensdale Ridge. Moreover, it resulted in the transfer of the Lake Sawyer Regional Park from the County to the City along with a financial tool for development and maintenance of the Park.
- D. The Open Space Agreement (as defined below) further implemented the open space provisions of the BDUGAA. In addition, it provided for potential protection of more

open space than was required by the "4 to 1 Principle" of the BDUGAA. This additional open space was all situated in the County in Sections 21 and 23. However, the Open Space Agreement provided that the protection of this additional open space could only be realized if the County and BD Villages worked together to agree on a formal Development Agreement that would, among other benefits, place the additional open space in tracts that were part of a County rural residential clustered subdivision. BD Villages is not required to place its land in Section 21 in a rural residential clustered subdivision but recognizes the benefits of doing so, which include creating substantially more open space in Section 21 and making more efficient use of the land than alternative types of development.

- E. The Horseshoe Lake area of the County is nearby The Reserve at Woodlands (as defined below). For decades, there has been periodic flooding of Horseshoe Lake and the County has repeatedly had to undertake extraordinary measures, including major water pumping projects, to limit damage from the flooding. A permanent solution to the Horseshoe Lake flooding problems can be implemented if the County and BD Villages agree on a formal Development Agreement and BD Villages creates a regional stormwater facility within The Reserve at Woodlands (as defined below). Moreover, such a regional stormwater facility can be designed to create open space and riparian habitats that separate The Reserve at Woodlands subdivision from adjacent urban lands.
- F. Recognizing the benefits of protecting more open space in the County, and recognizing the benefits of BD Villages proceeding with a rural residential clustered subdivision in lieu of alternative land development, and recognizing the benefits of a regional stormwater facility, and recognizing the benefit of an attractive and feasible alignment of the Green to Cedar Rivers Trail through the rural residential clustered subdivision, the County and BD Villages intend to take advantage of the provisions of the Open Space Agreement (as defined below) to enter into this Development Agreement.
- G. The County and BD Villages recognize that the Muckleshoot Indian Tribe ("Tribe") has a variety of interests that must be addressed as development occurs under this Agreement. These interests specifically include water quality and water quantity as it relates to the Tribe's Keta Creek Hatchery facilities and to cultural resources in the area. The parties agree that there should be early and continuous coordination with the Muckleshoot Indian Tribe so that the Tribe's interests are considered throughout all phases of development that occurs under this Agreement.

**NOW THEREFORE**, in consideration of their mutual covenants as set forth herein and other good and valuable consideration, including but not limited to the authorization to proceed with grading in accordance with this Agreement and as authorized by the Grading Permit (as defined below), the adequacy, sufficiency, and receipt of which are hereby acknowledged, the County and BD Villages do hereby voluntarily agree as follows:

## AGREEMENT

### 1. DEFINITIONS.

- 1.1 **“The Reserve at Woodlands”** means the 394 acres, more or less, owned by BD Villages in Section 21 of unincorporated King County and which is described on Exhibit 1, attached hereto. The Reserve at Woodlands is zoned RA-5 and RA-10 in the King County Code. Within the Reserve at Woodlands, BD Villages intends to develop a 77-lot rural residential clustered subdivision and Regional Stormwater Facility and associated improvements, as generally depicted on the Conceptual Site Plan attached hereto as Exhibit 2. The parties acknowledge that the site plan depicted in Exhibit 2 is only conceptual in nature and subject to modification provided such changes are consistent with the criteria set forth in this Agreement.
- 1.2 **“King County Code Provisions”** means the County Code and other developmental regulations and standards in effect on the Effective Date (as defined below).
- 1.3 **“Implementing Permit”** means a development permit subsequent to the execution of this Agreement, which implements and is otherwise consistent with this Agreement and the Grading Permit, including but not limited to construction permits, grading permits, variances, and land use permits. Some Implementing Permits will require State Environmental Policy Act, Ch. 43.21C RCW (“SEPA”) review.
- 1.4 **“Grading Permit”** means the grading permit for the Infiltration Facility described in Section 6.5.1.4 of this Agreement and approved by King County under permit number \_\_\_\_\_, and attached hereto as Exhibit 3.
- 1.5 **“Open Space Agreement”** means that certain Open Space Agreement between King County and BD Village Partners, LP dated December 17, 2009, and attached hereto as Exhibit 4.
- 1.6 **“Villages Master Planned Development”** or **“Villages MPD”** means that certain master planned development located in the City of Black Diamond and approved by the City pursuant to Black Diamond Ord. No. 10-946.

### 2. GENERAL PROVISIONS.

- 2.1 **GOVERNING TERMS AND CONDITIONS.** The terms and conditions of this Agreement, the Grading Permit and the King County Code Provisions shall

govern development of The Reserve at Woodlands. Subsequently adopted standards which differ from those of the Grading Permit and King County Code Provisions shall apply to The Reserve at Woodlands only where necessary to address imminent public health and safety hazards. PROVIDED THAT building permit applications for lots or tracts within The Reserve at Woodlands shall be subject to those building code and fire code requirements in effect at the time complete building permit applications are submitted. It is FURTHER PROVIDED THAT any permits for Green to Cedar Rivers Trail construction and all related trail designs shall be subject to those King County Regional Trails System Development Guidelines and American Association of State Highway and Transportation Officials (AASHTO) guidelines in effect at the time complete applications are submitted for the aforementioned permits. It is THEN FURTHER PROVIDED THAT Implementing Permits shall be subject to the stormwater regulations (King County Code Title 9) and surface water design manual in effect at the time complete permit applications are submitted.

**2.2 RECORDING.** This Agreement is intended to constitute and shall be recorded as a covenant running with the land, benefiting and burdening The Reserve at Woodlands.

**2.3 BINDING ON SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of BD Villages and the County and to the successors and assigns of BD Villages and the County.

**2.4 ASSIGNMENT.** The parties acknowledge that development of The Reserve at Woodlands may involve sale, conveyance, or assignment of portions of The Reserve at Woodlands to third parties who will own, develop and/or occupy portions of The Reserve at Woodlands and buildings thereon. BD Villages shall have the right from time to time to assign or transfer all or any portion of its retrospective interests, rights, or obligations under this Agreement or in The Reserve at Woodlands to other parties acquiring an interest or estate in all or any portion of The Reserve at Woodlands, including a transfer of all interests through foreclosure (judicial or nonjudicial) or by deed in lieu of foreclosure. Consent by the County shall not be required for any assignment or transfer of rights pursuant to this Agreement. However, BD Villages shall send notice of any such sale, conveyance, or assignment to the Director of the Department of Permitting and Environmental Review ("DPER") 30 days prior to the closing of such action. As part of its notice to DPER, BD Villages shall attest that it has provided a copy of this Agreement to the prospective purchaser or assignee.

In any such transfer or assignment, if the transferee or assignee agrees to assume the obligations herein pertaining to the property transferred or assigned, then the transferee or assignee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, and BD Villages shall thereupon be



deemed released of liability under this Agreement for the property transferred or assigned, whether or not such release is expressly stated in such transfer or assignment; provided, however, that BD Villages shall remain liable for any breach that occurred prior to the transfer or assignment of rights to another party and for those portions of The Reserve at Woodlands still owned by BD Villages. BD Villages shall advise prospective transferees or assignees that obligations of this Agreement may apply to the property upon transfer or assignment.

- 2.5 GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 2.6 INTERPRETATION.** The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the County's authority to enter into such agreements, and this Agreement shall be construed to reserve to the County that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. The parties acknowledge the County has police powers, contracting authority, and other powers granted by the Washington State Constitution and by general law, including without limitation home-rule charter authority, statutory enabling legislation, and authority to enter into development agreements pursuant to the Development Agreement Statute (1995 Washington Laws, Ch. 347, Part V, §§ 501-06).
- 2.7 AMENDMENT.** This Agreement shall not be modified or amended without the express written approval of the County and BD Villages (or, if BD Villages no longer has any ownership interest in The Reserve at Woodlands, of BD Villages' successors and assigns).
- 2.8 INCORPORATION OF EXHIBITS.** Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 are incorporated herein by this reference as if fully set forth.
- 2.9 HEADINGS.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.
- 2.10 INTEGRATION.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
- 2.11 TERM.** The King County Code Provisions, the Grading Permit and this Agreement shall govern development of The Reserve at Woodlands for fifteen years following the later of: (i) mutual execution of this Agreement by both parties; or (ii) the County's issuance of the Grading Permit (the "Effective Date"). This fifteen year term may be extended up to an additional five years at the request of BD Villages. Such an extension request must be in writing and

received by the County at least ninety (90) days prior to the Agreement's expiration date.

- 2.12 WAIVER.** Notwithstanding any other provision of this Agreement, BD Villages' ability to implement the Grading Permit and develop The Reserve at Woodlands in accordance with future Implementing Permits is subject to the provisions of King County Code 20.24.240, and any development of The Reserve at Woodlands that BD Villages undertakes during any period in which the Grading Permit and future Implementing Permits are subject to judicial review is at BD Villages' own risk. BD Villages knowingly and voluntarily waives any right to assert any actual or potential claim for damages against King County based upon any portion of this Agreement being deemed unenforceable or invalid.
- 2.13 CONSTRUCTION.** Both parties were represented by legal counsel throughout the negotiation, drafting, and revision of this Agreement. No presumption or rule that an ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.
- 2.14 NO THIRD-PARTY BENEFICIARY.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 2.15 INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.** Except as otherwise specifically provided elsewhere in this Agreement and any exhibits hereto, each party shall protect, defend, indemnify and hold harmless the other party and its 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, which are caused by or result from any negligent act or omission of the party or parties, the party or parties whose negligent action or omission gave rise to the claim shall defend all parties at the party's or parties' sole cost and expense; and if final judgment be rendered against the other party or parties and their officers, agents, and employees, the party or parties whose action or omission gave rise to the claim shall satisfy the same; provided that, in the event of concurrent negligence, each party shall indemnify and hold the other party or parties harmless only to the extent of each party's own negligence. The indemnification hereunder shall be for the benefit of the County as an entity, and not for members of the general public.

### **3. RURAL RESIDENTIAL CLUSTERED SUBDIVISION.**

- 3.1 GENERAL PROJECT ELEMENTS.** The Reserve at Woodlands subdivision shall be designed consistent with the County's rural residential clustered subdivision

regulations at KCC 21A.14.040. The total number of lots in The Reserve at Woodlands' shall not exceed 77.

**3.1.1.** The Reserve at Woodlands subdivision shall be served by on-site and community septic systems that use the best available technology that has been tested and determined effective by King County and the Washington State Department of Health to prevent the degradation of ground and surface water quality. A covenant shall be recorded against each lot at each phase of final plat restricting connection to any urban sewer system unless done consistent with King County Code Ch.

**13.24.3.1.2.** The Reserve at Woodlands subdivision shall be served by a public water system. Wells for domestic water or irrigation purposes shall not be allowed. A covenant shall be recorded against each lot at each phase of final plat requiring connection to a public water system and prohibiting wells for domestic water or irrigation purposes.

**3.1.3** In addition to any other requirements under Section 2.1 of this Agreement, the Reserve at Woodlands subdivision shall include best management practices that are recorded as covenants governing home construction and homeowner practices that are needed to reduce on-site water quality degradation. At a minimum, the best management practices shall (i) prohibit metal roofing; and (ii) require the distribution by the homeowner's association of educational materials approved by King County to homeowners regarding minimizing the use of pesticides, moss control, and fertilizers and information regarding natural alternatives that protect aquatic life. The Reserve at Woodlands subdivision shall also include provisions designed to maximize retention of native forest cover on each lot.

**3.1.4** In addition to any other requirements under Section 2.1 of this Agreement, each phase of the Reserve at Woodlands subdivision shall use the best available technology to control and treat stormwater that has been tested and determined effective by King County and the Washington State Department of Ecology to prevent degradation of ground and surface water quality.

**3.1.5** A covenant shall be recorded against each lot of the Reserve at Woodlands subdivision at each phase of final plat requiring the homeowner's association to discourage social trails in environmentally sensitive areas such as steep slopes and riparian corridors.

**3.2 USES.** Notwithstanding Section 2.1 of this Agreement, the uses within The Reserve at Woodlands, including the Regional Stormwater Facility (as defined in Section 6), shall be consistent with the King County Code Provisions.

- 3.3 PHASES FOR THE RESERVE AT WOODLANDS SUBDIVISION.** The Reserve at Woodlands subdivision may be platted, developed and recorded in phases, as determined at preliminary plat approval, during the term of this Agreement. Each phase of The Reserve at Woodlands subdivision does not need to stand on its own regarding open space; rather the open space shall be calculated based on the entire acreage of The Reserve at Woodlands. At each phase and the final phase of The Reserve at Woodlands subdivision, BD Villages must provide a calculation to the County of how the entirety of The Reserve at Woodlands complies with the open space requirements of the King County Code Provisions.
- 3.4 OPEN SPACE.** The Reserve at Woodlands shall provide at least 300 acres of open space (including prior open space areas dedicated to the County, Temporary Conservation Easement area (as defined in the Open Space Agreement), cluster separator open space, natural open space, and sensitive areas) as depicted on Exhibit 10.
- 3.4.1** Existing Temporary Conservation Easements (as defined in the Open Space Agreement) shall be converted to open space tracts upon recording of a final plat map with King County for any given phase of The Reserve at Woodlands subdivision and shall substantially conform to the Temporary Conservation Easement recorded under King County recording number 20101022000202. The open space tracts that are encumbered with Temporary Conservation Easements shall be dedicated to King County in a deed as opposed to simply a note on a final plat map.
- 3.4.2** King County shall also be dedicated two portions of the natural open space via deed upon recording of final plat map with King County for any given phase of The Reserve at Woodlands subdivision. The two areas of natural open space which will be deeded to King County ownership are: (1) the entirety of the natural open space west of 218<sup>th</sup> Ave SE; and (2) the natural open space in the southeasternmost corner of Section 21, which lies south of the southern boundary of the regional trail easement and lies north of the Temporary Conservation Easement. These areas are depicted on Exhibit 10.
- 3.4.3** The County's acceptance of any open space tracts, which shall not be unreasonably withheld, is subject to an updated title report review and an on-site inspection by the County accompanied by a BD Villages representative. If, as reasonably determined by the County, such on-site inspection reveals evidence of illegal dumping or other environmental contamination on such open space tracts, then BD Villages shall order, at its sole cost and expense, a Phase 1 environmental site assessment for such impacted areas. The County shall be provided a copy of said Phase I

environmental site assessment for review and approval prior to acceptance of said lands.

**3.4.4** All other types of open space (the remaining natural open space except for that described in 3.4.2, all cluster separator open space, and all sensitive areas) shall be placed under the ownership and maintenance responsibility of the future homeowners' association of The Reserve at Woodlands subdivision. This is a condition of plat approval. This maintenance responsibility shall be recorded on the face of the approved, final plat for each phase of The Reserve at Woodlands subdivision. Furthermore, BD Villages shall record a covenant that runs with the land that requires each future lot owner in The Reserve at Woodlands subdivision to be a member of the homeowners' association that bears the responsibility for maintenance of the open space tracts set forth in this paragraph.

**3.4.5** BD Villages shall grant King County perpetual access easements from public roads to each respective area of King County-owned open spaces/Temporary Conservation Easement dedications within The Reserve at Woodlands. These easements would allow pedestrian access by King County staff for maintenance and inspection purposes. Access locations may be dedicated upon recording of final plat map with King County for any given phase of The Reserve at Woodlands subdivision; potential locations are through the HOA-owned open spaces near lots 25/26; lots 30/31; lots 38/39; lots 44/62; lots 68/69; and from the driveway to lots 71/72 (lot numbers refer to the numbering on Exhibit 2).

**3.4.6** The Regional Stormwater Facility (as defined in Section 6), The Reserve at Woodlands' sensitive areas and associated buffers, recreation areas, community drain fields, cluster separator open space, natural open space, and Temporary Conservation Easement areas as defined in the Open Space Agreement shall be used in calculating open space for purposes of satisfying KCC 21A.14.040.

**3.4.7** Following the recording of the final plat for each phase of The Reserve at Woodlands subdivision, the County shall execute an appropriate document to release the portion of the Temporary Conservation Easement recorded under King County recording number 201001022000202 within the subject plat in the form attached hereto as Exhibit 5. The Temporary Conservation Easement shall remain in effect in Section 23, as referenced in Section 10 of this Agreement.

#### **4. DEVELOPMENT BUFFER.**

**4.1 300-FOOT DEVELOPMENT BUFFER.** A permanent 300-foot replanted, native vegetated buffer shall be provided on the eastern external boundary of The Reserve at Woodlands as generally shown on the Conceptual Site Plan attached hereto as Exhibit 2, subject to the following conditions and exceptions:

**4.1.1** Except for the access road (subsection 4.2) and as provided in subsection 4.1.3 below, a 300-foot perimeter buffer shall be provided along the eastern boundary of The Reserve at Woodlands. This buffer shall be maintained at all times to the standards of a Type II landscaping screen as provided in KCC Chapter 21A.16; however, the landscaping requirements of Section 6.1.2 shall govern the landscaping required in the tract for the Regional Stormwater Facility.

**4.1.2** The required 300-foot development buffer shall be established on the final plat map recorded with each phase of The Reserve at Woodlands subdivision.

**4.1.3** The following intrusions or modifications shall be allowed within the 300-foot development buffer:

**4.1.3.1** Required utility crossings, underground;

**4.1.3.2** Regional trails with paved or soft surface components for multiple uses, including, but not limited to, bicycling, walking, hiking, skating, and equestrian activities;

**4.1.3.3** Future trail crossings required to connect to off-site trails, as approved by King County Department of Natural Resources and Parks;

**4.1.3.4** Pruning or removal of trees and other vegetation that could cause damage by falling or root intrusion; and

**4.1.3.5** The Regional Stormwater Facility (including grading and slopes associated with such facility and the Horseshoe Lake Conveyance Pipe) described in Section 6 of this Agreement.

**4.1.4** At the time of clearing, BD Villages shall be responsible for the removal of dead or diseased trees, and trees with severed or compacted root systems resulting from construction activity.

**4.1.5** Notwithstanding the intrusions or modifications set forth in subsections 4.1.1 and 4.1.3 above, the 300-foot development buffer shall be monitored and maintained in a replanted, natural vegetative state for a period of 5 years after completion of adjacent construction. Dead or declining

vegetation shall be removed and replaced according to adopted requirements or regulations of King County's DPER. Vegetative ground cover plantings only may be located within 5 feet of the Woodlands Section of the Section 21 Corridor (as defined below). Trees should be located no closer than 12 feet from the edge of the trail shoulder.

**4.1.6** Following its execution of this Agreement, the County agrees: (i) that the Temporary Buffer Period referenced in the Open Space Agreement is terminated; (ii) to release the Temporary Buffer as defined in the Open Space Agreement; and (ii) to execute and record a Temporary Buffer release in the form attached hereto as Exhibit 6.

## **5. ROADS.**

**5.1 ACCESS ROADS.** Road access to The Reserve at Woodlands subdivision shall be limited to one road through the 300-foot development buffer described in Subsection 4.1 above from the Villages Master Planned Development located within the City's city limits lying easterly of The Reserve at Woodlands. The access point and road alignment shown on Exhibit 2 are conceptual only. The final alignment and corridor for the access road shall be identified in the preliminary plat approval for the subdivision. Except for the emergency service vehicle access discussed in Section 5.3 below, there shall be no road access between The Reserve at Woodlands subdivision and 218<sup>th</sup> Avenue SE or elsewhere in the unincorporated, rural area of King County.

**5.2 INTERIOR ROADS.** All roads within The Reserve at Woodlands subdivision shall be private roads subject to the requirements of King County Code Ch. 14.42 generally and 14.42.060 specifically. The Reserve at Woodlands' roads shall be constructed to rural roads standards as set forth in the 2007 King County Road Design and Construction Standards. The County agrees that it shall not unreasonably withhold any proposed variances for the permitting and construction of The Reserve at Woodlands subdivision's roads as private roads constructed to rural roads standards.

**5.2.1** A condition of plat approval shall be that the future homeowners' association of The Reserve at Woodlands subdivision shall have maintenance responsibility for the interior, private road system. In addition, this maintenance responsibility shall be recorded on the face of the approved, final plat for each phase of The Reserve at Woodlands subdivision. Furthermore, BD Villages shall record a covenant that runs with the land that requires each future lot owner in The Reserve at Woodlands to be a member of the homeowners' association that bears the

responsibility for maintenance of the private road system. Such covenant shall also restrict the private roads from being converted to public roads.

**5.3 EMERGENCY ACCESS.** BD Villages shall provide an emergency access road between The Reserve at Woodlands subdivision and King County's 218<sup>th</sup> Avenue SE. The sole purpose of this road is to provide access and egress of emergency service vehicles (e.g., fire, police, medical) in the event the main entrance to subdivision cannot provide such access. The use of this access road will be restricted to emergency access and egress of emergency service vehicles only. The location of this access road will be determined as part of preliminary plat approval of The Reserve at Woodlands subdivision.

## **6. REGIONAL STORMWATER CONTROL FACILITY.**

**6.1 DESIGN.** The Reserve at Woodlands shall include a regional stormwater control facility as generally shown on Exhibit 2 (the "Regional Stormwater Facility"). The Regional Stormwater Facility shall be designed to receive water from Horseshoe Lake, The Reserve at Woodlands, other rural areas of the County, and portions of the City immediately adjacent to The Reserve at Woodlands, including certain parts of The Villages MPD. Those portions of King County and the City that the Regional Stormwater Facility may serve are generally depicted on Exhibit 7 attached hereto.

**6.1.1** The Regional Stormwater Facility's water may be used in the future for stormwater flow control and water reuse irrigation within the Villages Master Planned Development and The Reserve at Woodlands provided that the Regional Stormwater Facility's minimum water level required for water quality treatment is maintained per King County surface water design standards.

**6.1.2** The open water portion of the Regional Stormwater Facility shall resemble a natural feature with plantings to discourage human intrusion. In addition, and notwithstanding any other provision of this Agreement, the landscaping in the tract for the Regional Stormwater Facility shall comply with the Open Woodland standards of the 2009 Surface Water Design Manual's Guidelines for Naturalistic Plantings (*see* page 5-24). BD Villages shall also provide additional storage equivalent to the storage within the Regional Stormwater Facility displaced by the vegetation at its maturation.

**6.1.3** The Regional Stormwater Facility shall be designed to accommodate a pumped volume of water from Horseshoe Lake equivalent to a flow of six cubic feet per second over a two-week period assuming wet season ground water conditions.



**6.1.4** The design of the Regional Stormwater Facility and The Reserve at Woodlands shall include an overflow route for drainage during an extreme (beyond code design standards) event. It is anticipated that a roadway and/or trail corridor within The Reserve at Woodlands will be designed to provide a connection to 218<sup>th</sup> Ave SE as a means to convey large surface overflows so that such flows can reach the Green River floodway without impacting other properties. BD Villages and the County shall work together to identify and design the appropriate overflow route within The Reserve at Woodlands prior to preliminary plat approval of The Reserve at Woodlands subdivision.

**6.2 PERMITTING.** The County acknowledges the benefits associated with the Regional Stormwater Facility including, but not limited to: creation of a permanent outfall location for Horseshoe Lake water to be pumped as needed to prevent flooding of homes around Horseshoe Lake; utilization of the Regional Stormwater Facility as a Low Impact Development technique through provision of an opportunity for the reuse of stormwater for irrigation; provision of a permanent open space buffer between urban development and the County's rural lands; and creation of wildlife habitat within the open water and outer landscaped boundary of the Regional Stormwater Facility. Given these benefits, the County agrees that it shall not unreasonably withhold any necessary stormwater diversions, deviations, and/or approvals for the permitting and construction of the Regional Stormwater Facility, provided that BD Villages has performed testing and downstream analysis and mitigation of impacts consistent with King County surface water design standards and submitted to DPER for review a phased surface water management development plan prior to each phase of adding stormwater runoff to the Regional Stormwater Facility.

**6.3 CONSTRUCTION.** The parties acknowledge and agree that the Regional Stormwater Facility may be constructed in phases provided that its capacity to treat and infiltrate stormwater runoff from developed areas in accordance with King County surface water design standards is in place prior to the areas being developed. Each phase of the Regional Stormwater Facility shall use the best available technology that has been tested and determined effective by King County and the Washington State Department of Ecology to prevent degradation of ground and surface water quality. Construction of the Regional Stormwater Facility and all stormwater infrastructure and/or BMPs that discharge to and/or affect the performance of the Regional Stormwater Facility shall be in accordance with the phased surface water management development plan to be developed as described in Section 6.2.

**6.4 OWNERSHIP AND MAINTENANCE.** Stormwater from the City of Black Diamond shall not be conveyed to the Regional Stormwater Facility unless and until the

City or BD Villages has entered into an agreement with the County resolving permanent ownership, effectiveness monitoring, and maintenance of the Regional Stormwater Facility. The agreement referenced in this Section 6.4 shall allocate the costs (including but not limited to annual maintenance and monitoring and liability risk) of owning and operating the Regional Stormwater Facility proportionately based on the stormwater received by the Facility from areas of the City and unincorporated King County. The County acknowledges that BD Villages shall initially own and maintain the Regional Stormwater Facility and that agreement as to permanent ownership shall not be unreasonably withheld. The agreement referenced in this Section 6.4 shall not be effective unless and until it is approved by the King County Council. Further, the agreement referenced in this Section 6.4, if it is between the City and the County, shall also address the design, oversight, construction and maintenance of stormwater controls and conveyance within that portion of the City that drains to the Regional Stormwater Facility and specify the frequency, standards and details of inspection and maintenance to be performed to ensure the Regional Stormwater Facility performs as designed and the vegetation within the underlying parcel(s) or tract(s) is maintained according to the aesthetic standards under which it was designed. Should the agreement referenced in this Section 6.4 be between the County and BD Villages, prior to stormwater from the City being conveyed to the Regional Stormwater Facility, there shall be a separate agreement between the County and the City that addresses the requirements in the preceding sentence. If the phase of The Reserve at Woodlands subdivision including the tract containing the Regional Stormwater Facility is recorded prior to execution of the agreement referenced in this Section 6.4, then such plat phase shall dedicate the Regional Stormwater Facility tract to King County until at least such time as the agreement referenced in this Section 6.4 is executed.

**6.5 HORSESHOE LAKE.** Pumping of Horseshoe Lake flood water shall occur as follows:

**6.5.1 Temporary Pump to the Villages Master Planned Development if Needed.** BD Villages shall provide and prepare at its expense a temporary receiving site in the form of a pit within the Villages Master Planned Development that is reasonably acceptable to the County and the County shall obtain any necessary permits from the City if pumping of Horseshoe Lake is needed prior to the construction of the Infiltration Facility (as defined below) to prevent flooding of homes around Horseshoe Lake.

**6.5.1.1** If pumping of Horseshoe Lake is needed prior to the construction of the Infiltration Facility, King County shall purchase approximately 4,400 linear feet of pipe, obtain all necessary permits and approvals, and install it as generally shown on the Pumping Plan Map (“Pumping Plan Map”) (Exhibit 8), extending

from Horseshoe Lake to the Villages Master Planned Development. BD Villages shall supply and pay for installation of any additional length of pipe needed to reach the temporary receiving site. Pipe installation shall be overland, and should include a stable pad for a portable pump at Horseshoe Lake and a temporary energy dissipater at the receiving end to be paid for and installed by King County. Any permits or approvals necessary for the stable pad and portable pump shall also be obtained by King County. Existing cleared logging roads will be used for this initial alignment of the Horseshoe Lake Conveyance Pipe (as defined below). Following all necessary and customary design work by the County, the diameter and type of the Horseshoe Lake Conveyance Pipe (i.e., pipe parameters) shall be determined by the County, subject to review and written confirmation by BD Villages.

- 6.5.1.2** BD Villages shall grant the County a temporary access and maintenance easement onto the Villages Master Planned Development property for the aforementioned Horseshoe Lake Conveyance Pipe installation and any associated maintenance or repair or until such time as the Horseshoe Lake Conveyance Pipe is relocated by BD Villages to connect to the Infiltration Facility described in Section 6.5.1.4 below.
- 6.5.1.3** King County will pump excess Horseshoe Lake water to the Villages Master Planned Development consistent with Exhibit 8 if and as necessary to prevent flooding of homes around Horseshoe Lake prior to BD Villages' construction of the Infiltration Facility. Any permanent mechanical equipment necessary for the pumping of Horseshoe Lake shall either be submerged, underground, or housed by the County in a structure to limit ambient noise and any permits or approvals necessary for such equipment shall be obtained by King County.
- 6.5.1.4** BD Villages has submitted, and King County approved, a grading permit application for The Reserve at Woodlands Initial Infiltration Facility 1<sup>st</sup> Phase' ("Infiltration Facility"). See Exhibit 3. BD Villages is the party responsible for constructing the Infiltration Facility.
- 6.5.1.5** If pumping of Horseshoe Lake proves necessary to prevent flooding of homes prior to the construction of the Infiltration Facility, the 4,400 linear feet of the Horseshoe Lake Conveyance

Pipe installed by King County for this purpose as described in Section 6.5.1.1 shall be relocated by BD Villages to an overland alignment within the Section 15 Corridor and Section 21 Corridor (as defined below) to connect the pipe from Horseshoe Lake to the Infiltration Facility. If pumping of Horseshoe Lake proves unnecessary prior to the construction of the Infiltration Facility, King County shall purchase and deliver 4,400 linear feet of the Horseshoe Lake Conveyance Pipe for BD Villages to install along the above described overland alignment within the Section 15 Corridor and Section 21 Corridor (as defined below). BD Villages shall purchase and install any additional pipe needed to reach the Infiltration Facility from Horseshoe Lake within the Section 15 Corridor and Section 21 Corridor. Within 120 days of the mutual execution of this Agreement by both parties, BD Villages shall apply for all necessary permits and other approvals for this installation of pipe within the Section 15 Corridor and Section 21 Corridor to the Infiltration Facility, the approval of which shall not be unreasonably withheld by the County. Within said 120 days, BD Villages shall make all efforts to obtain any necessary easement over King County parcel no. 2221069054 or King County parcel no. 1621069016 for the overland and later underground installation of the Horseshoe Lake Conveyance Pipe. If BD Villages in unable to obtain the necessary easement for the overland and later underground installation of the Horseshoe Lake Conveyance Pipe within those 120 days, BD Villages shall make all efforts to obtain the easement as soon thereafter as possible. Furthermore, BD Villages shall install the overland pipe within the Section 15 Corridor and Section 21 Corridor to the Infiltration Facility as soon as is reasonably possible after obtaining the necessary permits, approvals, and easements. It is the parties' intent that this pipe be installed by January 1, 2015. In any event, the Infiltration Facility shall not be expanded to accommodate water beyond that which comes from the rural area of King County until such time as BD Villages has installed the Horseshoe Lake Conveyance Pipe within the Section 15 Corridor and Section 21 Corridor to the Infiltration Facility. The entire length of pipe from Horseshoe Lake to the Infiltration Facility (as well as the temporary alignment from Horseshoe Lake to The Villages MPD) is referred to in this Agreement as the "Horseshoe Lake Conveyance Pipe." BD Villages shall be responsible for maintenance and repair of this overland installation of the Horseshoe Lake Conveyance Pipe within the Section 15 Corridor and Section 21 Corridor. BD Villages shall grant King County access to inspect the Horseshoe Lake Conveyance Pipe as needed

to identify maintenance and repair needs. BD Villages shall also grant King County the right to make emergency repairs to the Horseshoe Lake Conveyance Pipe to ensure safe operation during periods of pumping from Horseshoe Lake.

**6.5.1.6** Notwithstanding any other provision of this Agreement, BD Villages shall have no obligation to install, permit, inspect, maintain and/or obtain any approval for the section of pipe between the pump provided and installed by King County at Horseshoe Lake and the Section 15 Corridor where the Horseshoe Lake Conveyance Pipe commences.

**6.5.2 Horseshoe Lake Pumping to Infiltration Facility.** When King County deems it necessary, it shall pump excess Horseshoe Lake water to the Infiltration Facility via the overland installation of the Horseshoe Lake Conveyance Pipe located within the Section 15 Corridor and Section 21 Corridor (as defined below). BD Villages shall obtain any necessary easement over King County parcel no. 2221069054 or King County parcel no. 1621069016 for the overland and later underground installation of the Horseshoe Lake Conveyance Pipe. Until BD Villages obtains the easement and installs the Horseshoe Lake Conveyance Pipe, the County may continue to pump excess Horseshoe Lake water to the temporary receiving site within the Villages Master Planned Development.

**6.5.2.1** King County shall provide the pump and associated facilities at Horseshoe Lake as well as obtain any necessary permits and approvals for said pump and facilities. During periods of pumping from Horseshoe Lake by King County, BD Villages shall monitor ground water levels at its test wells and evaluate them against their modeling results. BD Villages shall also monitor surface conditions along Crisp Creek and the Green River north valley wall drainages downhill of the Infiltration Facility to identify any adverse impacts that may occur. The location of such test wells and the areas where BD Villages shall be monitoring surface conditions are shown on Exhibit 9. BD Villages may conduct additional monitoring upon mutual agreement of the parties. For the wetland Surface Water Monitoring Stations 9 and 10 shown on Exhibit 9, as well as the Infiltration Pond Area (Station GB-3), this monitoring shall include, but not be limited to, measurement of water levels and flow rates. BD Villages shall report the results of these monitoring efforts to King County WLRD and DPER.

**6.5.2.2** At the time of BD Villages construction along the westerly boundary of the Villages Master Planned Development, BD Villages shall underground (i.e., permanently install) that segment(s) of the Horseshoe Lake Conveyance Pipe immediately adjacent to area of development within the Village Master Planned Development. BD Villages shall obtain all necessary permits and other approvals for this installation of pipe within the Section 15 Corridor and Section 21 Corridor to the Infiltration Facility, which shall not be unreasonably withheld by the County. Before backfill of the permanent installation, BD Villages shall pressure test the Horseshoe Lake Conveyance Pipe in accordance with the specifications for the pipe parameters determined by King County, and confirmed by BD Villages, per subsection 6.5.1.1 above. The results of this test shall be provided to King County WLRD to demonstrate compliance with these specifications. Upon completion and King County WLRD's approval of the underground installation, BD Villages shall post a maintenance and defect guarantee, per King County Code ("KCC") 27A.30.090, that warrants successful operation and maintenance of the Horseshoe Lake Conveyance Pipe, and guarantees the workmanship, materials, and design used in construction of the Horseshoe Lake Conveyance Pipe for a period of two years, during which time, BD Villages shall be responsible for maintenance of the pipe.

**6.5.2.3** The Infiltration Facility is a portion of the stormwater flow control component of the Regional Stormwater Facility. Future expansion of the Infiltration Facility and the Regional Stormwater Facility shall be designed to accommodate a maximum volume of water from Horseshoe Lake that is equivalent to a flow of six cubic feet per second over a period of two weeks assuming wet season ground water conditions.

**6.5.2.4** The County acknowledges that the Infiltration Facility is not designed to provide water quality treatment for stormwater conveyed to it from Horseshoe Lake. The County covenants that any water pumped from Horseshoe Lake to the Infiltration Facility meets any requirements for direct discharge to an infiltration facility as set forth in the stormwater regulations (King County Code Title 9) and surface water design manual.

**6.5.3 Horseshoe Lake Pumping Tests.** Once the Horseshoe Lake Conveyance Pipe drains to the Infiltration Facility, BD Villages shall conduct pilot infiltration test ("PIT") and mounding analysis to provide design

infiltration rates. Rates will be used to design a Regional Stormwater Facility capable of infiltrating runoff from all developed areas the facility will serve, as shown on Exhibit 7, plus up to 6 cfs of water for two weeks from Horseshoe Lake assuming wet season ground water conditions. The parties acknowledge and agree that the goal of this analysis is to achieve two (2) pump tests from Horseshoe Lake with a minimum of 40 acre feet of water (each a "Qualifying Pump Test") within five (5) years of Infiltration Facility construction and connection of the Horseshoe Lake Conveyance Pipe to the constructed Infiltration Facility. The results of this analysis shall be submitted to WLRD and DPER for its review on a periodic basis. At the end of this five-year period, the County may: (i) elect to convert its temporary access and maintenance easement for the Horseshoe Lake Conveyance Pipe to a permanent easement for inspection and maintenance of said pipe; or (ii) reject the Infiltration Facility and Regional Stormwater Facility as a receiving body for Horseshoe Lake stormwater based upon the PIT and mounding analysis results and the results of monitoring downstream surface water conditions as described in Section 6.5.2.1, in which case BD Village shall reimburse the County for cost of the 4,400 linear feet of the Horseshoe Lake Conveyance Pipe and any cost incurred by the County for delivery and installation of this pipe and the temporary easements benefitting the County for the Horseshoe Lake Conveyance Pipe shall terminate.

**6.5.3.1** Notwithstanding the provisions of subsection 6.5.3 above, if at any point prior to the expiration of the five-year period, the County determines the Infiltration Facility cannot accommodate the excess water pumped from Horseshoe Lake based upon the PIT and mounding analysis described in Section 6.5.3 above and upon the results of monitoring downstream surface water conditions as described in Section 6.5.2.1, then BD Villages shall reimburse the County for cost of the 4,400 linear feet of the Horseshoe Lake Conveyance Pipe and any cost incurred by the County for delivery and installation of this pipe and the temporary easements benefitting the County for the Horseshoe Lake Conveyance Pipe shall terminate.

**6.5.3.2** In the absence of a flooding event, the County may elect twice during the five-year period described in subsection 6.5.3 above to initiate a pump test of the Infiltration Facility. In such case, the County may pump water from Horseshoe Lake to the Infiltration Facility via the Horseshoe Lake Conveyance Pipe with the goal of achieving a Qualifying Pump Test or a test of lesser volume deemed sufficient by the County. Prior to initiating such voluntary Qualifying Pump Test, the County shall confirm with

BD Villages that it has installed wells within The Reserve at Woodlands. The cost of pump rental, supervision, operation, and fuel for such voluntary pump tests shall be paid by BD Villages via reimbursement to the County.

**6.5.3.3** If the County pumps water from Horseshoe Lake to the Infiltration Facility via the Horseshoe Lake Conveyance Pipe to prevent flooding of homes around Horseshoe Lake, the cost of pump rental and fuel for such pumping shall be paid by the County whether or not the volume of such pumping meets the definition of a Qualifying Pump Test.

**6.6 WATER QUALITY AND HYDROLOGY MONITORING AND MITIGATION.** BD Villages shall prepare and submit to the County for review and approval, which shall not be unreasonably withheld, a phased Water Quality and Hydrology Monitoring and Mitigation Plan ("Plan") for the Regional Stormwater Control Facility during the permit review process for all Implementing Permits following the Grading Permit (File No. GRDE13-0135). BD Villages shall also submit the Plan to the Tribe for its review and comment. In addition to any other requirement for monitoring and mitigation required under Section 2.1 of this Agreement, at a minimum, the Plan shall include the following: an element for monitoring ground and surface water quality and hydrology ; an element addressing water quality thresholds and triggers for implementing mitigation measures to minimize degradation of existing water quality conditions resulting from development approved under Implementing Permits and development discharging to the Regional Stormwater Control Facility; and an element addressing measures needed to mitigate for any impacts to water quality or hydrology identified through monitoring associated with the Regional Stormwater Control Facility. At a minimum, the Plan shall also include: (i) provisions requiring BD Villages to provide water quality treatment at the Keta Creek Hatchery if other mitigation measures are insufficient to mitigate for water quality impacts that are adverse to the function of the hatchery from development approved under Implementing Permits and development discharging to the Regional Stormwater Control Facility; (ii) an agreed upon structure for addressing technical questions about water quality impacts from the development approved under Implementing Permits and development discharging to the Regional Stormwater Control Facility that are adverse to the function of the Keta Creek Hatchery; and (iii) a provision for a long term monitoring plan to evaluate the ongoing effectiveness of mitigation. The County shall coordinate fully and in a timely manner with the Muckleshoot Indian Tribe prior to approving each phase of the Plan, which shall not be unreasonably withheld. No water from the urban area shall be discharged into the Regional Stormwater Control Facility until the County has approved a phase of the Plan addressing urban contributions to the Regional Stormwater Control Facility.



## **7. GREEN TO CEDAR RIVERS REGIONAL TRAIL.**

**7.1 SOUTHERN TRAIL EASEMENT AND CONSTRUCTION.** BD Villages shall grant King County a 100-foot-wide permanent perpetual (nonexclusive) trail easement (the "Woodlands Section") that extends between the County's existing pedestrian, bicycle, equestrian trail easement as set forth in the easement agreement dated March 21, 2006 recorded at King County recording no. 20060323001826 (the "Section 21 Trail Corridor") through The Reserve at Woodlands to 218<sup>th</sup> Avenue SE as generally depicted on Exhibit 10. It is the intent of the parties that the final location of the Woodlands Section and the 36-foot-wide trail within such easement be identified and agreed to by both the King County Department of Natural Resources and Parks and BD Villages prior to preliminary approval of The Reserve at Woodlands subdivision consistent with the following criteria. It is the intent of the parties that the Woodlands Section easement be located outside the legal boundary of all lots within The Reserve at Woodlands; however, should it become necessary, the easement may be located within one or more of The Reserve at Woodlands lots provided the 36-foot-wide trail corridor discussed in subsection 7.1.1 below is outside the legal boundary of all The Reserve at Woodlands lots. Further, should any portion of the easement be located on lots within The Reserve at Woodlands, a covenant shall be recorded against those lots stating that no habitable structures, garages, or similar such structures shall be constructed within the easement and such covenant shall also provide that the County possesses an access easement over said lots to perform inspection, maintenance, hazard tree removal and other similar activities. To the maximum extent practical, the Woodlands Section shall be outside any sensitive areas and buffers, on constructible ground (grades shall conform to American with Disabilities Act (ADA) requirements for shared-use paths), minimize street and driveway crossings, and, as appropriate, provide easy access to and from lots within The Reserve at Woodlands. Provided, if the County determines that the Woodlands Section cannot be located as generally shown on Exhibit 10 in such a way as to meet the criteria set forth in this paragraph, or if the County otherwise determines in its reasonable discretion that such alignment is infeasible, then the Woodlands Section shall be relocated within The Reserve at Woodlands so that such criteria or feasibility can be met to the maximum extent practical. Provided further, in no event shall such relocation reduce the number of lots in The Reserve at Woodlands below 77. And provided further, that notwithstanding any other provision of this Agreement, BD Villages and the County acknowledge and agree that the Woodlands Section as generally depicted on Exhibit 10 or such relocation may require: changes to the Site Plan attached hereto as Exhibit 2; additional intrusions into, and modifications of, the 300-Foot Development Buffer described in Section 4 of this Agreement; a variance, which BD Villages shall seek, to the 120-foot-wide cluster separator open space shown on Exhibit 10; and/or modifications to the other open space within The Reserve at Woodlands as shown

on Exhibits 2 and 10. As part of preliminary plat approval, BD Villages shall apply for the aforementioned variance to the 120-foot-wide cluster separator open space shown on Exhibit 10. By reducing the width of the cluster separator open space, the variance shall seek to minimize to the maximum extent practical any overlap of the Woodlands Section easement and the lots at The Reserve at Woodlands, with the goal of achieving no overlap whatsoever. Nothing in this Agreement shall operate as a limitation on the provisions found in KCC 21A:14.230, .240, and .250.

If The Reserve at Woodlands' preliminary plat approval has not occurred by the time King County engages in the master planning process for the Section 21 Trail Corridor, then BD Villages and the County shall work together to designate and record the Woodlands Section easement within three months of BD Villages receiving notice from the County that the master planning process is underway. If the parties have not come to agreement and recorded the easement within three months, at that time, at the County's option, the easement shall be recorded in substantially the location shown on Exhibit 10, with such easement location meeting the criteria outlined in this Section 7.1 above to the maximum extent practical.

- 7.1.1 It is intended that the Woodlands Section include a separated multi-use path trail, with a paved hard-surface trail for shared uses and a gravel, soft-surface trail for equestrian use. The paved trail component shall be 12 feet in width within a minimum overall trail corridor width of 36 feet and it and any trail crossings shall meet the King County Regional Trails System Development Guidelines and AASHTO Guidelines for the Development of Bicycle Facilities. This Agreement does not preclude using The Woodlands Section as the emergency road access to 218<sup>th</sup> Avenue SE, as addressed in Section 5.3 of this Agreement.
- 7.1.2 That portion of the Woodlands Section that crosses the Regional Stormwater Facility shall be graded to above flood level by BD Villages consistent with the cross-section diagram set forth in Exhibit 11.
- 7.1.3 King County intends to construct a 36-foot-wide trail within the Woodlands Section; however, BD Villages shall grade such areas of the Woodland Section immediately adjacent to areas of The Reserve at Woodlands being graded by BD Villages consistent with the cross-section diagram set forth in Exhibit 11, including clearing, grubbing, compaction, and soil stabilization (erosion control seeding), consistent with Washington State Department of Transportation (WSDOT) standards.

- 7.1.4 BD Villages shall grant to King County temporary easements or licenses reasonably necessary for master planning, designing, accessing, and constructing the 36-foot-wide trail within the Woodlands Section.
- 7.1.5 BD Villages shall grant King County a perpetual maintenance and access easement to the Woodlands Section so that the County may perform maintenance, improvements, repairs, surveying, and other similar activities related to regional trail management.
- 7.1.6 BD Villages shall obtain a trail easement over King County parcel no. 2221069054 or King County parcel no. 1621069016 so as to connect the Villages Section of the Green to Cedar Rivers Trail to the Woodlands Section of the Trail.
- 7.1.7 If BD Villages designates any portion of the Woodlands Section as a stormwater overflow path for the Regional Stormwater Facility, and the 36-foot-wide trail is damaged as a result of such stormwater overflow, then BD Villages shall pay the cost of trail repair and/or trail relocation as deemed reasonably necessary by King County.
- 7.1.8 No fences or improvements shall be constructed in the 36-foot-wide trail portion of the Woodlands Section and no such improvements shall be constructed in the remaining 64 feet of the Woodlands Section until the County has finished construction of the 36-foot-wide trail.

**7.2 NORTHERN TRAIL EASEMENT AND CONSTRUCTION.** The County intends to construct a 36-foot-wide trail (the "Villages Section") within the County's existing pedestrian, bicycle, equestrian trail easement as set forth in the easement agreement dated March 21, 2006 recorded at King County recording no. 20060323001825 (the "Section 15 Trail Corridor"). The Villages Section trail alignment within the Section 15 Trail Corridor shall be mutually agreed upon by BD Villages and King County. Such agreement shall not be unreasonably withheld by either party.

- 7.2.1 BD Villages shall, in coordination with its construction of The Villages Master Planned Development, grade the portions of the Villages Section immediately adjacent to other grading activities of BD Villages consistent with the cross-section attached hereto as Exhibit 11, including clearing, grubbing, compaction, and soil stabilization (erosion control seeding), consistent with Washington State Department of Transportation (WSDOT) standards.

- 7.2.2 The Villages Section shall include a separated multi-use path trail, with a paved hard-surface trail for shared uses and a gravel, soft-surface trail for equestrian use. The paved trail shall be 12 feet in width within a minimum overall trail corridor width of 36 feet and it and any trail crossings shall meet the King County Regional Trails System Development Guidelines and AASHTO Guidelines for the Development of Bicycle Facilities.
- 7.2.3 To the maximum extent practical, the Villages Section shall be outside any sensitive areas and buffers, on constructible ground (grades shall conform to ADA requirements for shared-use paths), and provide, as appropriate, easy access to and from the Villages Master Planned Development..
- 7.2.4 BD Villages shall grant to King County temporary easements or licenses reasonably necessary for master planning, designing, accessing, and constructing the 36-foot-wide trail comprising the Villages Section.
- 7.2.5 BD Villages shall grant King County a perpetual maintenance and access easement to the Villages Section so that the County may perform maintenance, improvements, repairs, surveying, and other similar activities related to regional trail management.

**7.3 COORDINATION WITH THE MUCKLESHOOT INDIAN TRIBE.** The County shall coordinate with the Muckleshoot Indian Tribe on trail design and location for the Woodlands and Villages Sections. On properties owned and maintained by King County, King County and the Tribe will coordinate on efforts to discourage social trails in environmentally sensitive areas such as steep slopes and riparian corridors.

**8. RURAL NATURE OF THE RESERVE AT WOODLANDS.**

- 8.1 A covenant shall be recorded against each lot (including the tract and/or parcel upon which the Regional Stormwater Facility is located) at each phase of final plat of The Reserve at Woodlands requiring that such lot remain in the rural area of King County, under the County's jurisdiction, and restricting the lot from being redesignated urban or from being annexed to any city.
- 8.2 A condition of final plat approval for each phase of The Reserve at Woodlands shall be that: (i) the marketing materials for The Reserve at Woodlands shall state that The Reserve at Woodlands is in the rural area of King County and under the jurisdiction of King County; and (ii) BD Villages shall place signs at the entrance to The Reserve at Woodlands that state that one is now entering Rural King County.

9. **CULTURAL RESOURCES.** BD Villages, after consulting with the King County Historic Preservation Program (HPP) and the Tribe, shall augment existing survey work for the Reserve at Woodlands to address limitations in previous surveys and to respond to new project design information made available since the initial survey report was completed, consistent with the requirements of county, state, and federal law, specifically including King County Code Ch. 20.62 and RCW Ch. 27.53. The survey may be phased for different areas of the property. The survey consultant shall consult with the HPP, obtain any information the HPP has on the Reserve at Woodlands, and provide its research design to HPP for review and approval prior to any field work for the survey. The consultant shall submit a draft survey report for review and approval by HPP, which shall not be unreasonably withheld, prior to finalizing the survey. BD Villages and its consultant shall coordinate the survey with the Tribe prior to submitting the survey to the County and shall include documentation of that consultation with the survey. BD Villages shall submit the survey to the County as part of its application for any Implementing Permit except for the Grading Permit.
10. **PROVISION OF SCHOOL ACREAGE IN THE CITY OF BLACK DIAMOND.** BD Villages agrees to offer additional acreage within the City of Black Diamond adjacent to Middle School Site A and Elementary School Site D to the Enumclaw School District in order to increase the options available to the District for siting a middle school. BD Villages shall work cooperatively and in a timely manner with the Enumclaw School District regarding this offer of additional acreage.
11. **FURTHER SEPA REVIEW.** The parties acknowledge that SEPA review has been limited to this Agreement and the Grading Permit. Applications for Implementing Permits will be subject to additional environmental review as required by SEPA.
12. **RELATIONSHIP TO OPEN SPACE AGREEMENT.** This Agreement fulfills and implements all provisions of the Open Space Agreement as to property within The Reserve at Woodlands as legally described in Exhibit 1. To the extent there is any conflict between this Agreement and the Open Space Agreement, this Agreement shall control. The parties acknowledge that the terms and conditions of the Open Space Agreement as it relates to land within Section 23 of unincorporated King County remain in full force and effect and that this Agreement shall be construed as inapplicable to land within Section 23 of unincorporated King County.
13. **IMPLEMENTING PERMITS.** The parties acknowledge that build-out of The Reserve at Woodlands will occur over a period of years pursuant to the submittal of Implementing Permit applications. This Agreement governs and vests, the development and use for The Reserve at Woodlands as defined in Section 1.1 and graphically shown on Exhibit 2. Land within the boundaries of The Reserve at

Woodlands as legally described within Exhibit 1 shall be physically developed only pursuant to the terms and conditions of this Agreement and its associated exhibits.

*[see signatures on following page]*

KING COUNTY, a Washington home charter county

BD VILLAGE PARTNERS, L.P., a Washington limited partnership

By: \_\_\_\_\_

By: Yarrow Bay Development, LLC, a Washington limited liability company, its General Partner

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

By: BRNW, Inc., a Washington corporation, its Member

By: \_\_\_\_\_  
Brian Ross, President

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that \_\_\_\_\_ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the \_\_\_\_\_ of King County, a political subdivision of the State of Washington, to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Notary Public in and for the State of Washington, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

*[notary block for BD Villages on following page]*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Brian Ross, known to me to be the authorized signatory of BD Village Partners, LP, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.



## EXHIBIT 1

### The Reserve at Woodlands Legal Description

LOTS 2, 3, 4, 5, 6, 7, 9 AND 10, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L09L0062, BEING A PORTION OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., RECORDED JANUARY 6, 2010 UNDER KING COUNTY RECORDING NUMBER 20100106900004;

TOGETHER WITH LOTS F AND L, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L09L0030, BEING A PORTION OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., RECORDED SEPTEMBER 24, 2009 UNDER KING COUNTY RECORDING NUMBER 20090924900019;

TOGETHER WITH THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., LYING NORTHWESTERLY OF SE AUBURN-BLACK DIAMOND ROAD;

TOGETHER WITH THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M. AND THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 21 LYING EASTERLY OF 218TH AVENUE SE;

TOGETHER WITH THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.;

TOGETHER WITH THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.;

TOGETHER WITH THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.;

TOGETHER WITH THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.;

TOGETHER WITH THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.;

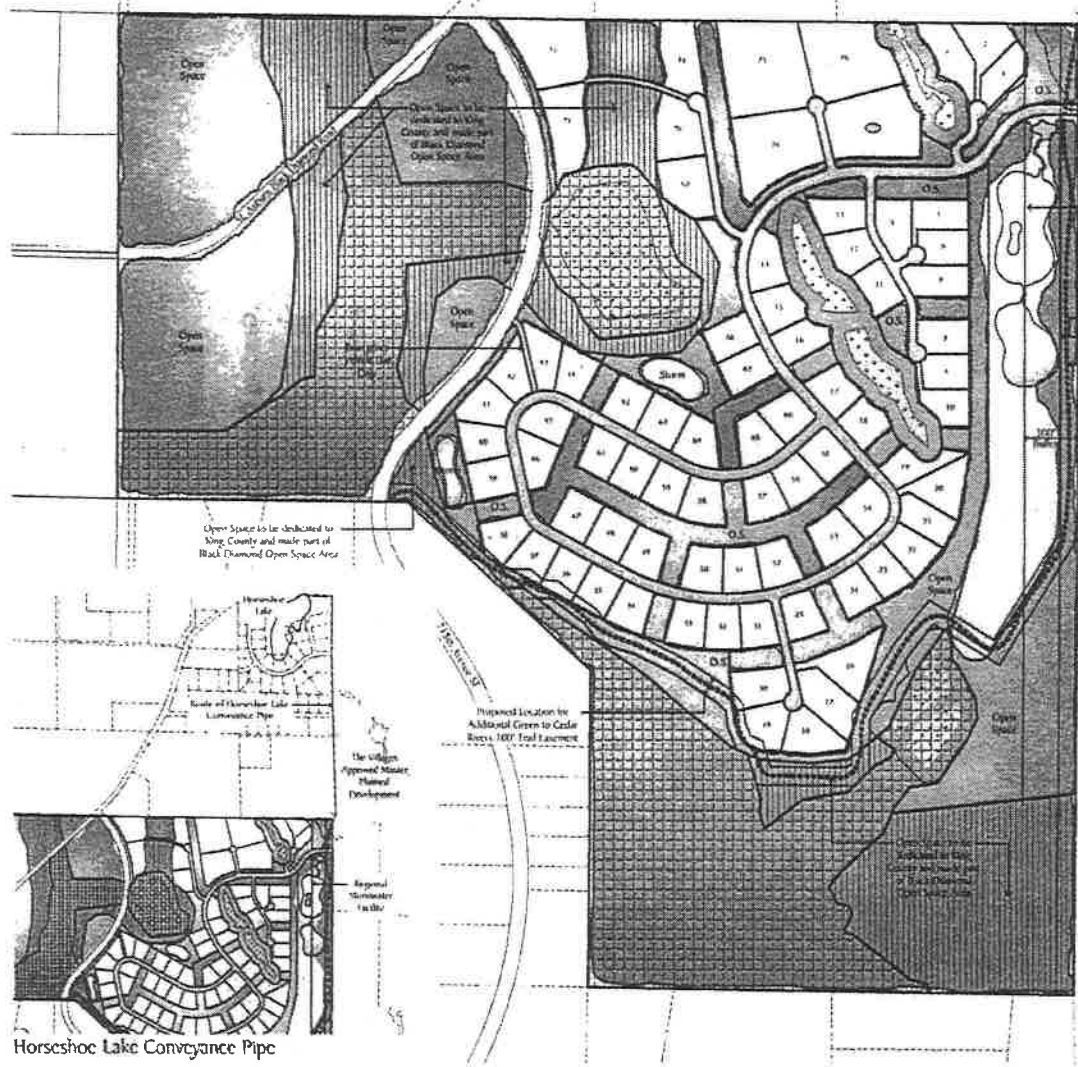
TOGETHER WITH THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST,  
W.M. AND THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER  
OF THE NORTHWEST QUARTER OF SAID SECTION 21 LYING EASTERLY OF  
218TH AVENUE SE;

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**Exhibit 2**  
**Conceptual Site Plan**  
**[to be attached]**



# Exhibit 2



- North
- Layout is intended to comply per additional review of all requirements.
  - Boundary and Topography
- Assumptions
- Rural Under Development Number 201.090.24001.050
  - Location of Temporary Lot
- Project Data
- Parcel Numbers: 71211000
  - Zoning: RA 10 and RA 10 S
  - Total Site Area: 511.94 ac
  - Area Dedicated to King County RA 10: 1.48 Ac, RA 10 S: 9.33 Ac, RA 10 S: 1.11 ac, RA 10 S: 1.11 ac
  - Number of Lots Provided: 7
  - Area for Lots: 4.79 ac, 307.75 ac
  - Average residential lot area: 1.48 ac
  - Minimum residential lot area: 1.48 ac
  - Largest residential lot area: 1.48 ac
- Open Space Calculations
- Area open dedicated to King County Regional Trail
  - Temporary Greenway/Open Space
  - Natural Open Space
  - Scenic Areas
  - Total Open Space
- Legend
- [Symbol] Black Diamond Open Space Area
  - [Symbol] Temporary Green-Up Center (Village Approved)
- NOTA: KING COUNTY ROADS SECTION LOCAL PLAN OF THE REGIONAL TRAIL AND SUBURBAN PROJECTS

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Appro  
P  
Dev



**Exhibit 3**  
**Grading Permit**  
**[to be attached]**

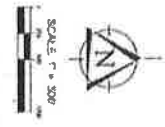
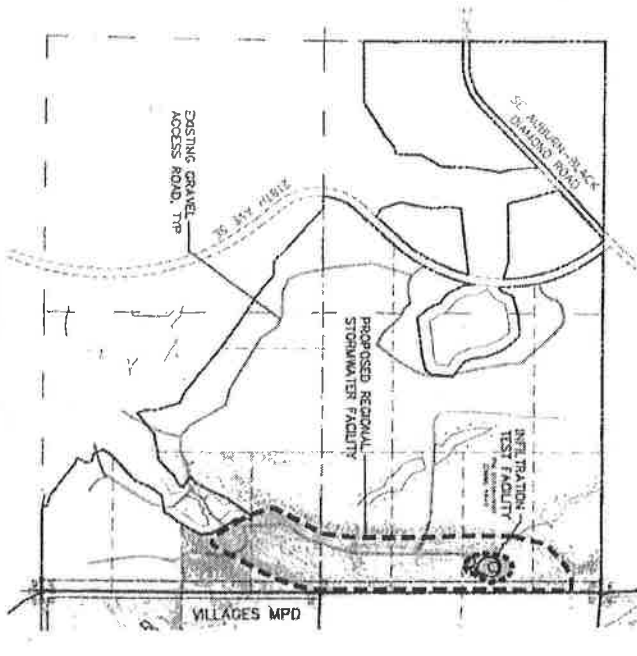




# THE RESERVE AT WOODLANDS

## INITIAL INFILTRATION FACILITY

### 1ST PHASE - REGIONAL STORMWATER FACILITY



**GENERAL NOTES:**

1. THE GRADING PLAN IS BASED UPON THE SURFACE GRADE SHOWN ON THE ATTACHED SITE PLAN.
2. THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).
3. THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).
4. THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).
5. THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).

**CONSTRUCTION DETAILS AND NOTES:**

1. THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).
2. THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).
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**CONTRACT SPECIFICATIONS:**

THE GRADING PLAN IS BASED UPON THE SURFACE GRADE SHOWN ON THE ATTACHED SITE PLAN. THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).

**ADDITIONAL NOTES:**

THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).

NO.	DESCRIPTION	DATE
1	GRADING AND TRENCHING	10/15/2010
2	CONCRETE	10/15/2010
3	PAVING	10/15/2010
4	LANDSCAPING	10/15/2010
5	UTILITIES	10/15/2010

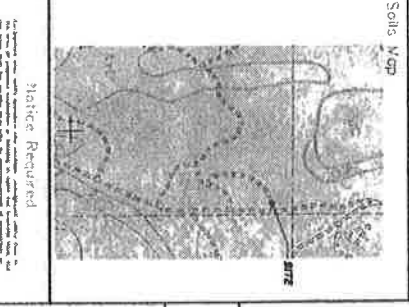
<b>NOTES</b>	<b>PERMITS</b>
1. THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).	1. THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).
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**APPROVED FOR CONSTRUCTION:**

**King County**

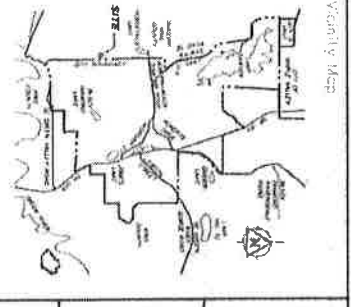
**APPROVED FOR CONSTRUCTION:**

**King County**



**Soils Map**

THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).



**Site Plan Approval**

THE PROPOSED FACILITY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AND THE KING COUNTY DEPARTMENT OF PUBLIC WORKS (KCPW).

**GRADING PLAN - INITIAL INFILTRATION FACILITY**

**THE RESERVE AT WOODLANDS**

**TRIAID**

Project Coordinator

Phone

**DOCS FILE NUMBERS**

Activity Number: \_\_\_\_\_

Project Number: \_\_\_\_\_

Development No.: \_\_\_\_\_

**King County**

**APPROVED FOR CONSTRUCTION:**

**King County**

**Sheet 1 of 3**



3.3  
05-336



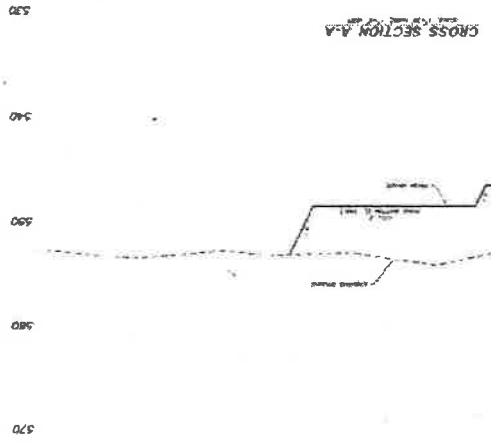
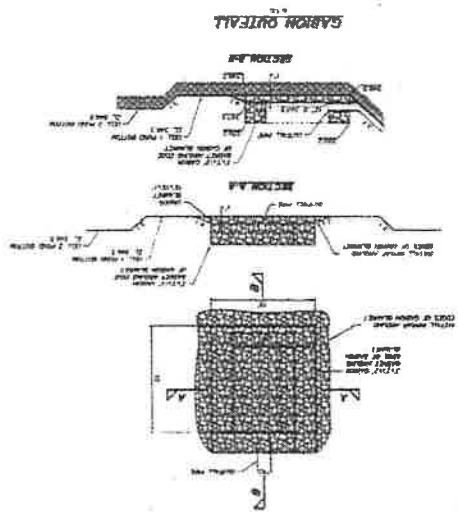
THE RESERVE AT WOODLANDS  
WOODLAND COUNTY

THE RESERVE AT WOODLANDS  
WOODLAND COUNTY

WOODLAND COUNTY  
PLANNING AND ZONING DEPARTMENT  
1000 WOODLAND AVENUE  
WOODLAND, CALIFORNIA 95694  
TEL: (916) 666-1000  
FAX: (916) 666-1001  
WWW.WOODLANDCOUNTY.CA.GOV

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**Exhibit 4**  
**2009 Open Space Agreement**  
**[to be attached]**



**OPEN SPACE AGREEMENT  
BETWEEN  
KING COUNTY  
and  
BD VILLAGE PARTNERS, LP**

**1. DATE, PARTIES AND TERMS.**

This Open Space Agreement ("Agreement") is entered into this 17 day of December, 2009, by and between KING COUNTY, a municipal corporation and political subdivision of the State of Washington ("King County" or "County") and BD VILLAGE PARTNERS, LP, a Washington limited partnership ("Village Partners"). King County and Village Partners are collectively referred to herein as the "Parties." All capitalized terms in this Agreement shall have the meanings set forth herein, and if not defined herein such terms shall have the meaning given to them in that certain Black Diamond Urban Growth Area Agreement, dated December 31, 1996 (the "BDUGAA").

**2. GENERAL RECITALS.**

**2.1 Authority.**

2.1.1 The County is a home rule charter county under the laws of the State of Washington with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, including land use plans, development regulations, annexation agreements, and development agreements.

2.1.2 Villages Partners is a Washington limited partnership authorized to do business in Washington and has significant real property interests in and around the City and the County, and is the successor in interests under the BDUGAA to the Plum Creek Timber Company, L.P.

2.1.3 The BDUGAA, Section 3.5, provides that the acres reflected in the Agreement are estimates subject to change following more detailed study and survey. Per Section 8.4 of the BDUGAA, adjustments of boundaries and substitutions of parcels for County Open Space may be permitted "so long as the ratios of open space lands to urban lands contained in this Agreement are maintained and so long as the open space lands are part of significant natural systems, corridors, trails and are otherwise consistent with the other open space principles that have formed the basis for this Agreement." The County Council must approve any adjustments or substitutions of County Open Space which individually exceed 50 acres or cumulatively exceed 100 acres.

2.2 Purpose. The City of Black Diamond, the County, Plum Creek Timber Company, L.P., the predecessor in interest to Village Partners, and Palmer Coking Coal Company, are parties to the BDUGAA. Pursuant to the BDUGAA, annexation of the South Annexation Area is conditioned on, among other things, the protection or conservation of open space. The BDUGAA open space requirements applicable to the South Annexation Area, as set forth in BDUGAA paragraph 5.4, are estimates based on a 4 to 1 ratio of combined County Open Space, UGA Open Space and In-City Open Space to Urban Development Areas. This Agreement sets forth the agreement of Village Partners and the County with respect to the adjustment of boundaries and substitution of parcels for the County Open Space requirements of the BDUGAA. As this Agreement relates only to County Open Space, per Section 8.4 of the BDUGAA, the Parties to this Agreement are the County and the Village Partners.

2.3 BDUGAA. The open space acreages required to be conserved or protected as set forth in the BDUGAA are estimates and, per Section 3.5 of the BDUGAA, are subject to change following more detailed study and survey. Urban Development Areas are defined in the BDUGAA as "areas intended for future urban development upon annexation and shown as 'Urban Development Areas' on Appendix A, Map 7." Within the South Annexation Area, approximately 151.9 acres were intended for urban development and shown as mapped Urban Development Area in the BDUGAA. Village Partners has performed detailed studies and surveys that have determined that the amount of land available for urban development within the



South Annexation Area is less than the estimated amount of land in the BDUGAA that was intended for urban development and identified as Urban Development Area. Pursuant to Section 3.5, Village Partners has accordingly recalculated the amount of Urban Development Area in the South Annexation Area and the resulting amount of combined County Open Space, UGA Open Space and In-City Open Space that is required to maintain the 4 to 1 ratio of open space to Urban Development Area. The new calculations are set forth in attached EXHIBIT A, (the "Acreage Chart"), which is incorporated herein by this reference.

2.4 South Annexation Area. The City of Black Diamond has filed a notice of intent to annex the South Annexation Area with the Boundary Review Board, which has assigned the matter file number 2306. The legal description of said property having been approved for annexation by the City of Black Diamond is attached hereto as EXHIBIT B and illustrated in EXHIBIT C, each incorporated herein by this reference (the "South Annexation Area"). The Parties agree that the terms of this Agreement shall implement the BDUGAA County Open space requirements.

2.5 Additional Open Space. Per Section 7.1 of the BDUGAA, the amount of County Open Space to be conveyed in fee in association with the South Annexation is estimated to be 339 acres. Using the 4 to 1 ratio of combined County Open Space, UGA Open Space and In-City Open Space to the actual Urban Development Area, as studied and surveyed by Village Partners, the required amount of combined open space is 158.1 acres less than the 615.7 acres of combined open space estimated in BDUGAA Appendix B. The Parties accordingly agree that the amount of County Open Space required to be conveyed in fee may be reduced by 158.1 acres to 180.9 acres. Recognizing the value of conserving open space, Village Partners has agreed to conserve more open space than is required per the 4 to 1 ratio. In association with annexation of the South Annexation Area, King County will receive a total of 255.3 acres of County Open Space in fee. An additional 83.7 acres of open space will be preserved with conservation easements as detailed in Section 5 below. These conservation easements will preserve most of the County Open Space originally identified in the BDUGAA.

2.6 Material Consideration. The Parties acknowledge that they enter into this Agreement in consideration of the mutual promises contained in the BDUGAA and that this Agreement implements the terms and conditions of the BDUGAA with respect to Village Partner's obligation to convey County Open Space.

### 3. IDENTIFICATION OF COUNTY OPEN SPACE.

3.1 Credit for Open Space Previously Conveyed. As part of the annexation of the West Annexation Area, Village Partners' predecessor, Plum Creek Land Company, conveyed 27 acres in Section 21 which shall be credited toward Village Partner's satisfaction of the County Open Space requirement for the South Annexation. Plum Creek's conveyance was made pursuant to the Purchase and Sale Agreement with King County wherein it is stated that: "County Open Space: Buyer [King County] agrees that the conveyance of the Property results in the Seller [Plum Creek Land Company] having conveyed more than the amount that was required for the West Annexation Area by 27 acres, and that as a result the 27 acres shall be a credit toward the County Open Space requirement for the annexation of the South Annexation Area, whether or not Seller is the then-current owner of the South Annexation Area."

3.2 County Open Space. To complete the requirement of Section 5.4(c)(2) of the BDUGAA for annexation of the South Annexation Area, Village Partners will convey to King County through a bargain and sale deed fee title to 228.3 acres of land legally described on attached EXHIBIT D (the "County Open Space"), which is incorporated herein by this reference, pursuant to a purchase and sale agreement. This conveyance shall be consistent with the terms of BDUGAA Section 7.1 and the conveyed County Open Space shall be dedicated as permanent open space and shall be owned and managed by the County as part of the King County Open Space and Trail System or for its forest resource value.

3.3 Adjustment of Open Space. In connection with the reduction of County Open Space referred to in paragraph 2.5, the parties have agreed to adjustments of boundaries and substitutions of parcels. In determining how to configure the County Open Space the parties gave consideration to wildlife corridors and the desire to preserve contiguity between new and

existing open space corridors. The County Open Space is part of significant natural systems, corridors, trails and is otherwise consistent with the other open space principles that formed the basis of the BDUGAA. The new configuration of County Open Space is shown on the attached EXHIBIT E, which is incorporated herein by this reference.

#### 4. **ADDITIONAL OPEN SPACE.**

4.1 Additional Open Space. In addition to the fee conveyance of the County Open Space, Village Partners will execute and record a conservation easement in the form of attached as EXHIBIT F (the "Temporary Conservation Easement"), which is incorporated herein by this reference, on the 83.7 acres located within Sections 21 and 23 on portions of the property legally described on attached EXHIBIT G, (the "Additional Open Space"), which is incorporated herein by this reference. The Additional Open Space is a portion of the County Open Space identified in the BDUGAA that is not being conveyed to the County per paragraph 2.5 of this Agreement. The Additional Open Space will be permanently conserved because the land will ultimately be included in an open space tract pursuant to a development agreement that implements the provisions of King County Code 21A.14.040; or alternatively as detailed in paragraph 5.4 below, the Temporary Conservation Easement will be converted to a permanent conservation easement or transferred in fee to King County.

4.2 Development Buffer. Village Partners owns substantial property in Section 21 adjacent to the west border of the City of Black Diamond as shown on the map attached as EXHIBIT H ("Section 21 Property"), which is incorporated herein by this reference. Village Partners agrees that as of the effective date of this Agreement a "Temporary Buffer" will be established within the easternmost five hundred (500) feet of its Section 21 Property. The Temporary Buffer will remain in place until the earlier of (a) execution of a fully approved and authorized development agreement with King County, as authorized by RCW 36.70B.170, for a rural clustered subdivision within the Section 21 Property, (b) when twelve (12) years have passed since the effective date of this Agreement and the Temporary Conservation Easement has been converted to a permanent conservation easement or the land subject to the Temporary Conservation Easement has been conveyed to King County in fee as provided for in Section 5.4

of this Agreement, or (c) when Village Partners elects to terminate the Temporary Buffer and the Temporary Conservation Easement has been converted to a permanent conservation easement or the land subject to the Temporary Conservation Easement has been conveyed to King County in fee as provided for in Section 5.4 of this Agreement ("Temporary Buffer Period"). During the Temporary Buffer Period no structures or roads may be applied for or constructed within the Temporary Buffer, except that utility lines that cross through but do not provide service in the Temporary Buffer and storm water facilities may be applied for and constructed within the Temporary Buffer to the extent they are permitted under applicable law. Village Partner's willingness to temporarily limit development activity in the easternmost five hundred feet of its Section 21 Property shall not be construed as consent to any permanent limitation on development within the Temporary Buffer. Village Partners has indicated that it may eventually propose a regional storm water facility on lands within the Section 21 Property and the Temporary Buffer. The Parties agree that any negotiation of a development agreement will include discussion of an appropriate buffer adjacent to the westerly border of the City of Black Diamond.

## **5. TEMPORARY CONSERVATION EASEMENT.**

5.1 Location. The Additional Open Space is not comprised of existing tax parcels, therefore, the Temporary Conservation Easement will be recorded against any existing parcel that includes a portion of the Additional Open Space. The restrictions on use shall only apply to the Additional Open Space. Village Partners may survey and establish separate tax parcels for the Additional Open Space. At such time as the Additional Open Space is established as a separate parcel or parcels, the Parties shall amend the Temporary Conservation Easement so that it applies only to the parcel or parcels that are part of the Additional Open Space.

5.2 Allowed Uses. The Additional Open Space shall allow road and utility corridors consistent with the terms applicable to County Open Space under BDUGAA Section 7.5. to the extent permitted by applicable law. All other uses shall be limited to those consistent with the purposes included in King County Code 26.04.020.L, such as preservation of wetlands and other critical areas, passive recreational areas and as an urban/rural separator. Village Partners may

locate road and utility corridors consistent with this Agreement and the Temporary Conservation Easement through the Additional Open Space provided that in doing so Village Partners accepts the risk that the portion of the Additional Open Space used for road or utility corridor may not qualify as a open space per King County Code 21A.14.040.

5.3 Rural Clustered Subdivision. The Parties agree that the Additional Open Space that will be subject to the Temporary Conservation Easement may be used for density calculations and to satisfy the open space requirements of King County Code 21A.14.040 for a rural clustered subdivision on the Section 21 Property only if such subdivision is carried out under a development agreement as authorized by RCW 36.70B.170. The Parties acknowledge that this Agreement creates no right to approval of a clustered development. Any future proposal for clustered development will be reviewed under the regulations in place when an application for such development is submitted and vests. If the parties cannot agree on the terms of a development agreement, or the County Council declines to approve a development agreement, then Village Partners may terminate the Temporary Buffer pursuant to Section 4.2(c) of this Agreement and the Temporary Conservation Easement pursuant to Section 5.4(c) of this Agreement. If Village Partners elects to do so, and after the Temporary Conservation Easement has been replaced with a permanent conservation easement or the Additional Open Space has been conveyed to the County in fee as provided for in Section 5.4(c) of this Agreement, then all other obligations under the Agreement will automatically terminate and Village Partners will retain all its property and development rights in the Section 21 Property, except for those rights conveyed to the County in the Additional Open Space.

5.4 Term. The Temporary Conservation Easement shall continue in effect and be terminated as follows:

(a) If Village Partners executes a fully approved and authorized development agreement with King County, as authorized by RCW 36.70B.170, for a rural clustered subdivision within the Section 21 Property that includes the Additional Open Space in a tract or tracts to satisfy the requirements of King County Code 21A.14.040, then King County shall execute an appropriate document to relinquish the Temporary Conservation Easement at the time that the tract or tracts are permanently protected under the terms of the development agreement.

(b) If the Additional Open Space has not been included in a permanent open space tract as part of a development agreement for a rural clustered subdivision prior to the expiration of a twelve (12) year term that shall commence on the effective date of this Agreement, the Parties agree that the Temporary Conservation Easement shall be replaced with a permanent conservation easement with terms that are substantially similar to the County's then standard form of conservation easement for protecting natural areas. The permanent conservation easement shall allow road and utility corridors consistent with the terms applicable to County Open Space under BDUGAA Section 7.5. If the Parties are unable to agree on the form of a permanent conservation easement prior to the expiration of the twelve (12) year term, then Village Partners shall within one hundred twenty (120) days thereafter convey the Additional Open Space to the County in fee pursuant to a purchase and sale agreement substantially similar to the agreement used to convey the County Open Space as called for by Section 3.2. Any Additional Open Space conveyed in fee shall be subject to use by Village Partners consistent with the terms applicable to County Open Space under BDUGAA Section 7.5. The exercise of such rights will require execution of appropriate easements to be granted by the County. Conveyance of the Additional Open Space in fee shall terminate the Temporary Conservation Easement.

(c) Village Partners may elect to terminate the Temporary Conservation Easement at any time. Village Partners may only terminate the Temporary Conservation Easement, however, if it contemporaneously replaces the Temporary Conservation Easement with a permanent conservation easement on the Additional Open Space in a form agreed to by the County and consistent with the terms and in the manner described in Section 5.4(b) of this Agreement, or if it conveys the Additional Open Space to the County consistent with the terms and in the manner described in Section 5.4(b).

## 6. CLOSING.

6.1 Village Partners shall give notice of the scheduled date of adoption of the ordinance annexing the South Annexation Area fifteen (15) days prior to that date. The deed, Temporary Conservation Easement, and other items contemplated by this Agreement shall be duly executed and deposited in escrow ("Escrow") five (5) calendar days prior to the scheduled

date of the City Council's final vote on the ordinance to annex the South Annexation Area. Escrow will be handled by Chicago Title Insurance Company, and the Parties agree to provide a single form of detailed Closing instructions to the Escrow Agent ten (10) calendar days prior to the Closing date. "Closing" shall occur in Escrow on the effective date of the ordinance approving the South Annexation ("Effective Date") unless otherwise extended as provided in Section 6.2 below. The Parties shall each pay one-half (1/2) of all Escrow fees and recording fees.

6.2 All obligations and requirements in this Agreement are conditioned upon successful annexation by the City of Black Diamond of the entire South Annexation Area on or prior to March 1, 2010 ("Termination Date"). The failure of the South Annexation Area to be annexed into the City by the Termination Date, regardless of the cause or efforts of any of the Parties, shall result in the automatic termination of this Agreement and any and all responsibilities related thereto. Provided, however, the Termination Date may be extended by the agreement, in writing of the Parties. Provided further, the Termination Date shall be automatically extended for an amount of time equal to the time period, if any, between the invoking of jurisdiction and the completion of BRB review or subsequent court review of the BRB decision. Provided further, if the annexation ordinance is adopted, but subsequently appealed or otherwise legally challenged, then the Closing, and the Termination Date, shall automatically be extended until twenty (20) days after the appeal/challenge is finally determined. In the event of termination of this Agreement any monies or documents deposited into Escrow shall be promptly returned to the Party that deposited such items into Escrow.

6.3 Closing is also contingent on approval of the Metropolitan King County Council of this Agreement and the adjustments of boundaries and substitutions of parcels contained herein.

6.4 Closing is also contingent on agreement by the Parties to a purchase and sale agreement for conveyance of the County Open Space. Failure of the Parties to reach agreement prior to the Termination Date, including any extension of that date under Section 6.2 of this Agreement, shall result in the automatic termination of this Agreement and any and all responsibilities related thereto.

7. **GENERAL MATTERS.**

7.1 Entire Agreement and Modifications. This Agreement and its Exhibits set forth the entire agreement between the Parties with respect to the subject matter hereof. No provision of this Agreement may be amended or added to except by agreement, in writing, signed by the Parties or their respective successors in interest.

7.2 Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue for any action arising out of this Agreement.

7.3 Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of that Party.

7.4 Binding on Successors and Assigns. The terms of this Agreement shall be binding on the parties and their successors and assigns, including specifically any person or entity that acquires from Village Partners any of the land that is the subject of this Agreement. Notice of and reference to this Agreement shall be included in the Temporary Conservation Easement. Upon execution of this Agreement the Parties will record a Memorandum of Open Space Agreement on title of the Section 21 Property. The Memorandum shall be removed or amended as appropriate consistent with the actions of the parties pursuant to the provisions of this Agreement.

7.5 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice, may be faxed and emailed to the addressee of the notice, or may be deposited in the United States mail, postage prepaid, to the addressee. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

**King County:**  
King County Department of Natural



Resources and Parks  
Water and Land Resources Division  
201 South Jackson Street, Suite 600  
Seattle, WA 98104  
Fax: (206)

With a copy to:  
King County Prosecuting Attorney's Office, Civil Division  
Attn: Pete Ramels  
W400 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104  
Fax: (206) 296-0191

**BD Village Partners, LP:**  
Yarrow Bay Development, LLC  
Attn: Brian Ross  
10220 NE Points Drive, Suite 120  
Kirkland, WA 98033  
Fax: (425) 898-2139

With a copy to:  
Cairncross & Hempelmann  
Attn: John Hempelmann and Nancy Rogers  
524 Second Avenue, Suite 500  
Seattle, WA 98104-2323  
Fax: (206) 587-2308

Dated as of the date first written above.


King County

By: \_\_\_\_\_

Its: \_\_\_\_\_

BD Village Partners, LP

By:

  
Brian Ross C.E.O.

YARROW BAY DEVELOPMENT  
GENERAL PARTNER

**Exhibit List**

- Exhibit A: Acreage Chart**
- Exhibit B: Legal Description of South Annexation Area**
- Exhibit C: Map of South Annexation Area**
- Exhibit D: Legal Description of "County Open Space"**
- Exhibit E: Map of "County Open Space"**
- Exhibit F: Temporary Conservation Easement**
- Exhibit G: Legal Description of "Additional Open Space"**
- Exhibit H: Map of Section 21 Property**

# Exhibit A

2009-0645

Open Space Required for South Annexation Area Per BDUGAA - 4 to 1 calculation		
		acres
Urban Development Area	114.4 x 4 =	457.6
(less) In City Open Space	-	195
(less) UGA Open Space	-	81.7
Total County Open Space Required		180.9
(less) Section 21 acreage already conveyed	-	27
Remaining County Open Space to meet 4:1		153.9

EXHIBIT B

1015

Legal Description of South Annexation Area



THAT PORTION OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 8 EAST, WJ4, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 23,

THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, TO THE NORTH-EAST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE EASTERLY, ALONG THE NORTH LINE OF SAID SOUTH HALF, TO THE EASTERLY MARGIN OF STATE ROUTE 169;

THENCE SOUTHEASTERLY, ALONG SAID EASTERLY MARGIN, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE SOUTHERLY, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;

THENCE WESTERLY, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23;

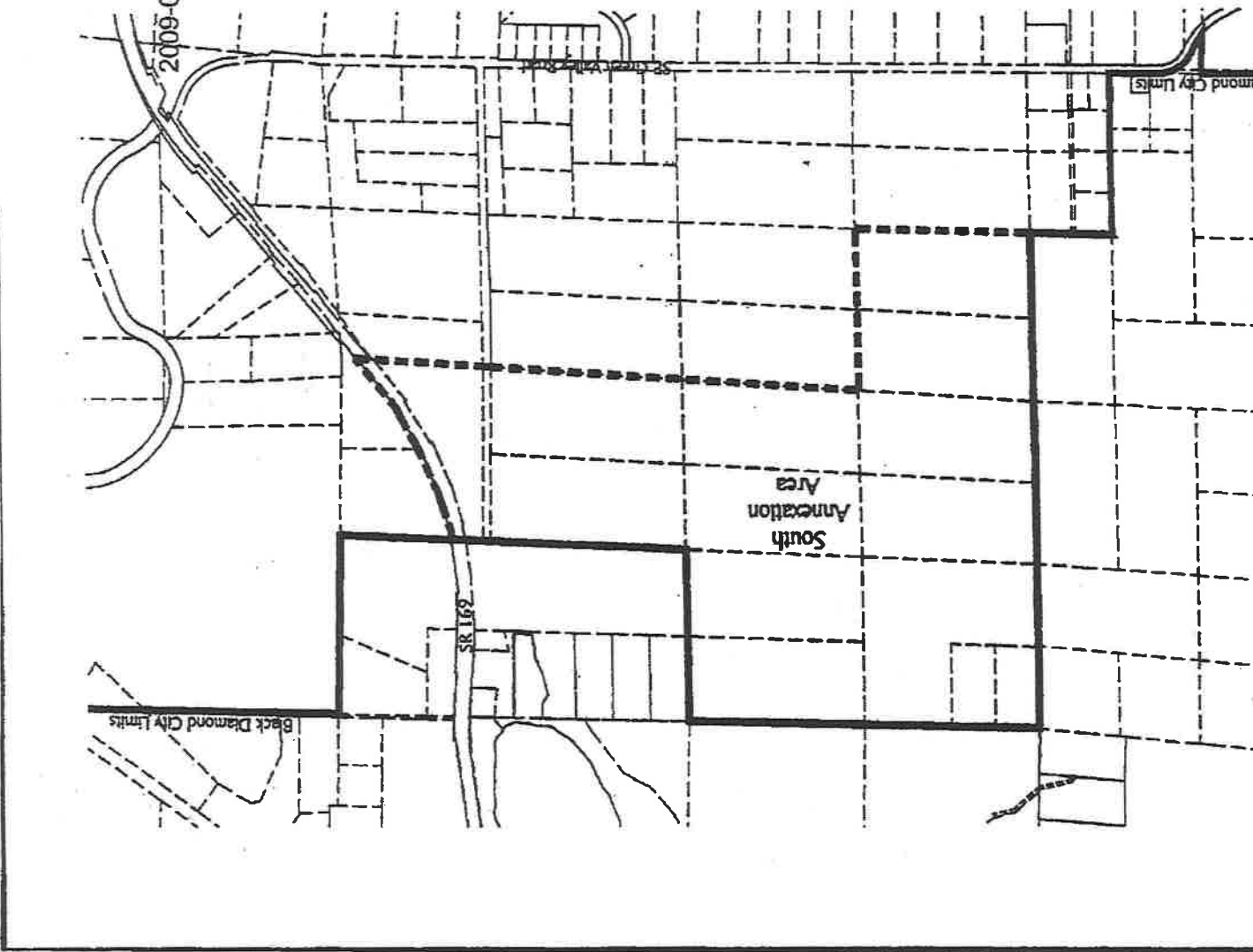
THENCE NORTHERLY, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE NORTHWEST CORNER OF SAID SECTION 23, THE POINT OF BEGINNING.

WRITTEN BY:  
CHECKED BY:



TRIAD ASSOCIATES logo and contact information for King County, WA, including phone numbers and website.

Map C - South Annexation Area



2009-0645

EXHIBIT D

Legal Description of "County Open Space"

*forthcoming*

**EXHIBIT D**

**LEGAL DESCRIPTIONS FOR THE VILLAGES WEST PARCEL OPEN SPACE PROPERTIES  
SECTION 21 PER KING COUNTY BLA NO. L09L0030 & L09L0062**

**AREA A (Lot A of BLA L09L0062)**

THAT PORTION OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION,

THENCE NORTH 00°36'04" EAST, ALONG THE WEST LINE OF SAID SECTION, 369.55 FEET;

THENCE SOUTH 90°00'00" EAST, 596.68 FEET;

THENCE NORTH 58°23'45" EAST, 274.19 FEET;

THENCE NORTH 61°48'30" EAST, 92.43 FEET;

THENCE NORTH 50°13'13" EAST, 144.51 FEET;

THENCE NORTH 74°08'16" EAST, 81.61 FEET;

THENCE NORTH 01°37'30" EAST, 238.75 FEET;

THENCE NORTH 32°22'35" EAST, 221.95 FEET;

THENCE NORTH 01°34'04" EAST, 252.47 FEET;

THENCE NORTH 10°38'50" EAST, 304.37 FEET;

THENCE NORTH 13°30'27" WEST, 128.55 FEET;

THENCE NORTH 03°21'41" WEST, 173.17 FEET;

THENCE NORTH 05°20'52" EAST, 72.14 FEET TO THE SOUTHEASTERLY MARGIN OF THE SOUTHEAST AUBURN-BLACK DIAMOND ROAD;

THENCE NORTH 47°22'39" EAST, ALONG SAID MARGIN, 283.46 FEET;

THENCE SOUTH 14°36'23" EAST, 505.62 FEET;

THENCE NORTH 89°20'04" EAST, 571.54 FEET;



C:\Documents and Settings\Moorek\Local Settings\Temporary Internet  
Files\Content.Outlook\PHI6H4DF\Exhibit D (2).doc  
12112 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-9623  
425.821.8448 • 800.488.0756 • Fax: 425.821.3481  
www.triadassociates.net

THENCE SOUTH 72°46'11" EAST, 170.49 FEET A POINT ON THE WESTERLY MARGIN OF 218TH AVENUE SOUTHEAST, SAID POINT BEING ON A CURVE TO THE RIGHT WITH A CENTER WHICH BEARS NORTH 89°11'46" WEST, 1390.40 FEET DISTANT;

THENCE SOUTHERLY, ALONG SAID MARGIN AND CURVE, THROUGH A CENTRAL ANGLE OF 13°52'22" AND AN ARC DISTANCE OF 336.65 FEET;

THENCE SOUTH 83°53'20" WEST, 660.62 FEET;

THENCE SOUTH 03°45'28" WEST, 130.24 FEET;

THENCE SOUTH 03°43'29" EAST, 117.53 FEET;

THENCE SOUTH 04°53'02" WEST, 87.64 FEET;

THENCE SOUTH 11°44'41" WEST, 230.05 FEET;

THENCE SOUTH 15°49'31" EAST, 191.38 FEET;

THENCE SOUTH 56°19'45" EAST, 93.74 FEET TO THE NORTHWESTERLY MARGIN OF 218TH AVENUE SOUTHEAST;

THENCE SOUTH 43°11'31" WEST, ALONG SAID MARGIN, 174.00 FEET TO THE BEGINNING OF A 614.96 FOOT RADIUS CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°15'37" AND AN ARC DISTANCE OF 410.65 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21;

THENCE NORTH 89°21'07" WEST, ALONG SAID LINE, 1420.39 FEET TO THE POINT OF BEGINNING.

**AREA B (Lot E of BLA L09L0030)**

THAT PORTION OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION,

THENCE SOUTH 00°25'50" WEST, ALONG THE EAST LINE OF SAID SECTION, 2668.74 FEET TO THE EAST QUARTER CORNER OF SAID SECTION;

THENCE NORTH 89°21'07" WEST, 3839.14 FEET TO A POINT ON THE EASTERLY MARGIN OF 218TH AVENUE SOUTHEAST, SAID POINT BEING ON A CURVE TO THE RIGHT WITH A CENTER WHICH BEARS SOUTH 84°23'21" EAST, 530.98 FEET DISTANT;

THENCE NORTHERLY, ALONG SAID MARGIN AND CURVE, THROUGH A CENTRAL ANGLE OF 37°34'52" AND AN ARC DISTANCE OF 348.26 FEET;

THENCE NORTH 43°11'31" EAST, ALONG SAID MARGIN, 480.25 FEET;



THENCE CONTINUE NORTH 43°11'31" EAST, ALONG SAID MARGIN, 59.75 FEET TO THE BEGINNING OF A 1474.40 FOOT RADIUS CURVE TO THE LEFT;

THENCE NORTHERLY, ALONG SAID MARGIN AND CURVE, THROUGH A CENTRAL ANGLE OF 31°37'33" AND AN ARC DISTANCE OF 813.83 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 05°14'03" EAST, 104.72 FEET;

THENCE SOUTH 27°16'06" EAST, 161.07 FEET;

THENCE SOUTH 51°36'01" EAST, 123.72 FEET;

THENCE SOUTH 23°35'52" EAST, 99.61 FEET;

THENCE SOUTH 38°54'13" EAST, 150.32 FEET;

THENCE NORTH 83°52'28" EAST, 371.44 FEET;

THENCE NORTH 76°55'15" EAST, 142.82 FEET;

THENCE NORTH 41°20'18" EAST, 64.18 FEET;

THENCE NORTH 05°45'20" EAST, 210.14 FEET;

THENCE NORTH 53°41'43" WEST, 167.31 FEET;

THENCE NORTH 23°23'31" WEST, 92.07 FEET;

THENCE NORTH 07°50'11" WEST, 126.53 FEET;

THENCE NORTH 20°41'38" WEST, 182.40 FEET;

THENCE NORTH 38°11'30" WEST, 143.90 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°20'37" AND AN ARC DISTANCE OF 100.08 FEET;

THENCE SOUTH 84°52'43" WEST, 146.06 FEET;

THENCE SOUTH 76°20'16" WEST, 192.88 FEET;

THENCE SOUTH 27°18'43" WEST, 130.83 FEET;

THENCE SOUTH 55°21'55" WEST, 42.36 FEET TO A POINT ON THE EASTERLY MARGIN OF 218TH AVENUE SOUTHEAST, SAID POINT BEING ON A CURVE TO THE RIGHT WITH A CENTER WHICH BEARS NORTH 87°22'30" WEST, 1474.40 FEET DISTANT,

THENCE SOUTHERLY ALONG SAID MARGIN AND CURVE, THROUGH A CENTRAL ANGLE OF 08°56'28" AND AN ARC DISTANCE OF 230.08 FEET TO THE TRUE POINT OF BEGINNING.

AREA C (Lot J of BLA L09L0062)

THAT PORTION OF SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION,

THENCE SOUTH 00°49'04" WEST, ALONG THE EAST LINE OF SAID SECTION, 664.38 FEET;

THENCE CONTINUE SOUTH 00°49'04" WEST, ALONG SAID EAST LINE, 1993.14 FEET TO THE SOUTHEAST CORNER OF SAID SECTION;

THENCE NORTH 89°17'08" WEST, ALONG THE SOUTH LINE OF SAID SECTION, 802.72 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 13°15'37" WEST, 48.35 FEET;

THENCE NORTH 75°16'29" WEST, 97.99 FEET;

THENCE NORTH 52°24'46" WEST, 394.89 FEET;

THENCE NORTH 70°16'07" WEST, 55.37 FEET;

THENCE NORTH 25°20'30" EAST, 88.67 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 119°20'02", AND AN ARC DISTANCE OF 104.14 FEET;

THENCE SOUTH 87°19'49" WEST, 23.61 FEET;

THENCE NORTH 26°33'54" WEST, 102.78 FEET;

THENCE NORTH 26°15'23" EAST, 31.10 FEET;

THENCE NORTH 39°44'54" EAST, 109.10 FEET;

THENCE NORTH 48°30'47" EAST, 285.10 FEET;

THENCE NORTH 23°48'57" EAST, 160.38 FEET;

THENCE NORTH 37°49'25" EAST, 133.99 FEET;

THENCE NORTH 79°41'57" EAST, 162.43 FEET;

THENCE NORTH 34°24'52" EAST, 292.68 FEET;

THENCE NORTH 25°52'54" EAST, 121.51 FEET;

THENCE NORTH 05°18'27" WEST, 111.65 FEET;

THENCE NORTH 28°41'14" WEST, 191.01 FEET;

THENCE NORTH 38°05'46" WEST, 61.29 FEET;  
THENCE NORTH 00°48'54" WEST, 157.32 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21;  
THENCE NORTH 89°20'07" WEST, ALONG SAID SOUTH LINE, 32.65 FEET;  
THENCE SOUTH 36°12'44" WEST, 273.72 FEET;  
THENCE SOUTH 26°08'49" WEST, 350.17 FEET;  
THENCE SOUTH 52°33'47" WEST, 84.56 FEET;  
THENCE SOUTH 57°01'32" EAST, 116.14 FEET;  
THENCE SOUTH 17°01'00" WEST, 44.36 FEET;  
THENCE SOUTH 60°40'20" WEST, 106.98 FEET;  
THENCE SOUTH 46°42'18" WEST, 211.14 FEET;  
THENCE SOUTH 82°34'17" WEST, 78.45 FEET;  
THENCE SOUTH 79°53'54" WEST, 174.33 FEET;  
THENCE SOUTH 52°40'01" WEST, 261.30 FEET;  
THENCE NORTH 17°15'41" WEST, 94.47 FEET;  
THENCE NORTH 03°20'08" EAST, 81.41 FEET;  
THENCE NORTH 16°23'06" WEST, 247.39 FEET;  
THENCE NORTH 66°03'10" WEST, 107.77 FEET;  
THENCE NORTH 51°01'44" WEST, 320.62 FEET;  
THENCE NORTH 49°25'07" WEST, 273.51 FEET;  
THENCE NORTH 54°55'24" WEST, 268.33 FEET;  
THENCE NORTH 56°37'49" WEST, 312.69 FEET;  
THENCE NORTH 50°52'33" WEST, 248.56 FEET;  
THENCE NORTH 89°59'20" WEST, 132.62 FEET;  
THENCE SOUTH 47°40'01" EAST, 672.57 FEET TO THE CENTER OF SECTION LINE; \_\_\_  
THENCE SOUTH 00°43'08" WEST, ALONG SAID LINE, 1741.76 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 21;

THENCE SOUTH 89°17'08" EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1886.00 FEET TO THE TRUE POINT OF BEGINNING.

**LEGAL DESCRIPTIONS FOR THE OPEN SPACE PROPERTIES  
IN SECTION 27, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M. IN  
KING COUNTY, WASHINGTON**

**AREA D**

LOT B OF KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L05L0096 RECORDED UNDER RECORDING NUMBER 20051209900002.

**AREA E**

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER IN SECTION 27, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., LYING SOUTHERLY OF THE CENTERLINE OF THE SOUTHEAST GREEN VALLEY ROAD AND THE CENTERLINE OF SOUTHEAST 364TH STREET;

EXCEPT A 1.40 ACRE TRACT IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER TAKEN BY DECREE OF SUPERIOR COURT NUMBER 765079 ON MARCH 6, 1978, AND

ALSO EXCEPT THAT PORTION THEREOF CONVEYED BY WARRANTY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 9705210456;

SITUATE IN KING COUNTY, WASHINGTON.

(ALSO KNOWN AS LOT B OF KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L97L0016 RECORDED UNDER RECORDING NUMBER 9705069004.)

**LEGAL DESCRIPTIONS FOR THE VILLAGES F-SOUTH  
OPEN SPACE PROPERTIES SECTION 23 PER KING COUNTY BLA NO. L09L0029**

**AREA F (Lot D of BLA)**

THAT PORTION OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23,

THENCE NORTH 00°47'48" WEST, ALONG THE WEST LINE OF SAID SECTION, 30.00 FEET TO THE NORTHERLY MARGIN OF SOUTHEAST GREEN VALLEY ROAD;

THENCE CONTINUE NORTH 00°47'48" WEST, ALONG SAID WEST LINE, 1204.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 87°46'53" EAST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 1336.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 22°39'28" EAST, 47.15 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON A CURVE TO THE RIGHT WITH A CENTER WHICH BEARS SOUTH 04°56'38" WEST, 1269.60 FEET DISTANT;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°29'17" AND AN ARC DISTANCE OF 831.26 FEET;

THENCE SOUTH 29°25'38" EAST, 237.25 FEET;

THENCE SOUTH 21°55'17" EAST, 779.39 FEET TO THE NORTHERLY MARGIN OF THE SOUTHEAST GREEN VALLEY ROAD;

THENCE NORTH 89°22'35" WEST, ALONG SAID NORTHERLY MARGIN, 526.22 FEET;

THENCE NORTH 22°39'28" WEST, 1223.75 FEET TO THE TRUE POINT OF BEGINNING.

AREA G (Lot G of BLA)

THAT PORTION OF SECTION 23, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23;

THENCE NORTH 00°47'48" WEST, ALONG THE WEST LINE OF SAID SECTION, 30.00 FEET TO THE NORTHERLY MARGIN OF SOUTHEAST GREEN VALLEY ROAD;

THENCE CONTINUE NORTH 00°47'48" WEST, ALONG SAID WEST LINE, 1204.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 87°46'53" EAST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 1336.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 00°42'58" WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, 1197.74 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE SOUTH 86°11'43" EAST, ALONG THE CENTER OF SECTION LINE, 2817.72 FEET TO A POINT ON THE WESTERLY MARGIN OF 257TH AVENUE SOUTHEAST, SAID POINT BEING ON A CURVE TO THE LEFT WITH A CENTER WHICH BEARS SOUTH 89°11'44" EAST, 3130.00 FEET DISTANT;

THENCE SOUTHERLY, ALONG SAID WESTERLY MARGIN AND CURVE, THROUGH A CENTRAL ANGLE OF 02°04'41" AND AN ARC DISTANCE OF 113.52 FEET;

THENCE SOUTH 01°16'25" EAST, ALONG SAID WESTERLY MARGIN, 287.83 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 60°33'44" WEST, 590.93 FEET;

THENCE NORTH 86°11'43" WEST, 1245.28 FEET;

THENCE SOUTH 33°57'28" EAST, 369.21 FEET;

THENCE SOUTH 06°43'29" EAST, 247.86 FEET;

THENCE SOUTH 56°02'32" WEST, 164.21 FEET;

THENCE NORTH 58°31'51" WEST, 135.65 FEET;

THENCE NORTH 36°42'34" WEST, 668.35 FEET TO A POINT ON A CURVE TO THE LEFT WITH A CENTER WHICH BEARS SOUTH 26°12'53" EAST, 1358.00 FEET DISTANT;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°41'25" AND AN ARC DISTANCE OF 253.38 FEET;

THENCE SOUTH 30°42'18" EAST, 1450.02 FEET;

THENCE SOUTH 60°42'45" EAST, 144.96 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 00°37'49" WEST, ALONG SAID EAST LINE, 533.58 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION;



THENCE SOUTH 87°31'19" EAST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 1473.96 FEET TO THE WESTERLY MARGIN OF 257TH AVENUE SOUTHEAST;

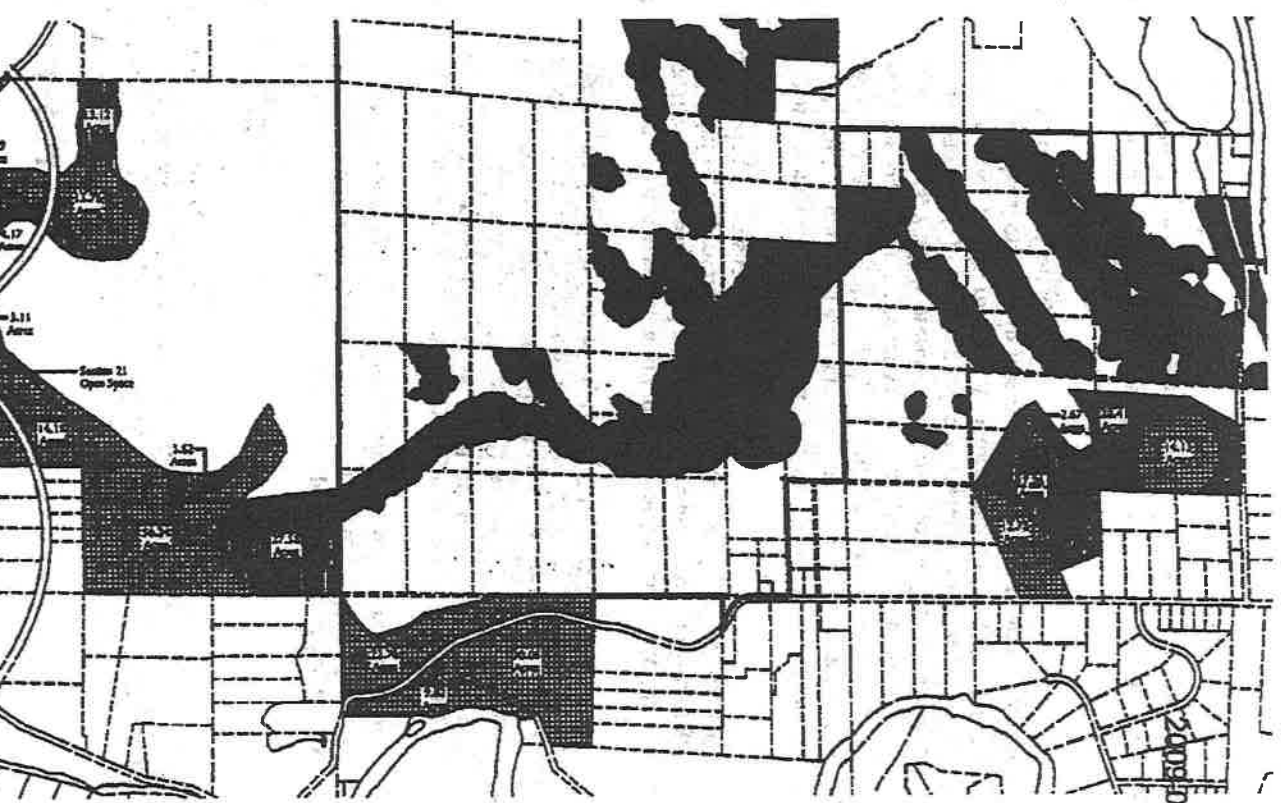
THENCE NORTH 00°27'07" EAST, ALONG SAID WESTERLY MARGIN, 388.48 FEET;

THENCE NORTH 01°16'25" WEST, ALONG SAID WESTERLY MARGIN, 336.48 FEET TO THE TRUE POINT OF BEGINNING.

WRITTEN: ARJ  
CHECKED: CHS AND MSH

KCOS Area proposed by Yarrow Bay      Approximately 226.4 ac  
 KCOS Area proposed by Yarrow Bay      Approximately 28.9 ac  
 KCOS under Temporary Conservation Easement      Approximately 83.7 ac

 In-City Open Space  
 UGA Open Space



**County Open Space**



**EXHIBIT F**

**TEMPORARY CONSERVATION EASEMENT DEED**

**1. Date and Parties.**

This Temporary Conservation Easement Deed ("Easement") is dated, for reference purposes, the \_\_\_ day of \_\_\_\_\_, 2009, by BD VILLAGE PARTNERS, L.P., a Washington limited partnership, as "Grantor," and the King County, a Washington municipal corporation, as "Grantee."

**2. General Recitals.**

- 2.1 Grantor is the fee owner of certain real property located in King County, Washington, that is legally described in Exhibit A (hereafter "Protected Property") attached hereto and by reference incorporated herein.
- 2.2 This Easement is being granted in conjunction with an Open Space Agreement between King County and BD Village Partners, LP, dated \_\_\_\_\_ ("Open Space Agreement"), and is intended to be implemented and enforced in conjunction with the Open Space Agreement. The Open Space Agreement implements the Black Diamond Urban Growth Area Agreement dated December 31, 1996 ("BDUGGA").
- 2.3 Grantee is authorized, pursuant to RCW 64.04.130 and RCW 84.34.210 to acquire an interest in real property for the purpose of preserving, maintaining, improving, restoring, limiting the future use of, and otherwise conserving, open space land.
- 2.4 Open space land includes any land, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply, or (iii) promote conservation of soils and wetlands, or (iv) enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space, or (v) enhance passive recreation opportunities, or (vi) preserve historic sites, or (vii) retain in its natural state lands within King County that are at least one acre in size and may be open to public use for purposes defined by King County.
- 2.5 The Protected Property possesses all of the open space features worthy of preservation that are identified in Section 2.3 of this Easement, except for



historic sites. The Protected Property and these open space features possesses natural, open space, scenic, recreational, and educational values that are of great importance to Grantor, Grantee, the people of King County and the people of the State of Washington. These values are referred to herein as the "Conservation Values" of the Protected Property. The Purpose of this conveyance is to protect for so long as this Easement remains in place these Conservation Values.

2.6 The Protected Property is currently in a vacant and undeveloped state and substantially all of the Protected property is covered with forest or brush.

3. **Consideration.**

The parties hereto acknowledge there is good and valuable consideration for the assumption of the rights and responsibilities inherent in agreeing to preserve and protect the Conservation Values of the Protected Property.

4. **Easement Conveyance.**

4.1 Grantor grants, conveys and warrants to Grantee, a temporary conservation easement (the "Easement") over the Protected Property on the terms and conditions set forth herein, exclusively for the purpose of conserving, preserving and protecting the Conservation Values of the Protected Property.

5. **Grantee's Rights.**

5.1 The following rights are conveyed to Grantee:

5.1.1 To preserve and protect the Conservation Values of the Protected Property;

5.1.2 To prevent any use of the Protected Property that is restricted by this Easement, and to require the restoration of such areas or features of the Protected Property that may be damaged by any improper use, pursuant to the remedies set forth in Section 8;

5.1.3 To enter upon the Protected Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with Section 8; provided that, except in cases where Grantee determines that immediate entry is required

to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's quiet use and enjoyment of the Protected Property;

- 5.1.4 To assign, convey, or otherwise transfer all or a portion of Grantee's rights and obligations under this Easement only to a government unit or other organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold Easements under RCW 64.04.130 or RCW 84.34.250 (or any successor provision(s) then applicable).

**6. Use Restrictions.**

6.1 Subject to the Permitted Encumbrances, the following uses and practice are inconsistent with the purposes of this Temporary Conservation Easement and shall be prohibited upon or within the Protected Property, except as convenient or necessary to maintain the Property responsibly in its natural condition and except as necessary for the Grantor to exercise the rights reserved hereunder:

- 6.1.1 Construction or placing buildings, residences, mobile homes, enclosures, wells, septic systems, or any structures, except as otherwise provided herein.
- 6.1.2 Dumping any materials, or releasing any liquids or gasses on or in the Protected Property, except as otherwise provided herein.
- 6.1.3 Disturbing the surface of the Property including but not limited to excavating, filling, removing soils or sub-soils, or changing the topography of the Protected Property in any manner, except as provided herein.
- 6.1.2 Removing, cutting, uprooting or otherwise destroying trees and other vegetation or animals, living or dead, except for the taking of animals as may be permitted by current Department of Fish and Wildlife regulations, except as otherwise provided herein.

**7. Reserved and Retained Rights and Responsibilities.**

7.1 Grantor reserves all rights accruing from ownership of the Protected Property and adjacent properties except for such rights that are specifically granted herein and such activities that are specifically restricted or prohibited herein.

7.1.1 The Protected Property may be used for road and utility corridors consistent applicable law and with the terms governing County Open Space under the BDUGAA Section 7.5, the applicable provisions of which say:

"Furthermore, dedications of County Open Space shall not cut off road and utility access to adjacent [Grantor] parcels. Temporary access across County Open Space and permanent buried utility lines will be permitted so long as disturbed land is restored. Reasonably necessary permanent road access will be permitted so long as substitute open space is provided on a one to one basis, unless otherwise agreed by the [Grantee] and [Grantor]."

7.1.2 This Easement shall not be construed to preclude development or development planning activities on lands adjacent to or within the same tax parcel as the Protected Property and shall not be construed to preclude boundary line adjustments of parcels within the Section 21 property owned by Grantor to revise lot lines.

7.1.3 The Parties agree that the Protected Property may be used for density calculations and to satisfy the open space requirements of King County Code 21A.14.040 for a rural clustered subdivision on the Section 21 property owned by Grantor only if such subdivision is carried out under a development agreement as authorized by RCW 36.70B.170.

7.2 Grantor retains responsibility for the following obligations:

7.2.1 Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. Upon five days written notice to the Grantor, the Grantee shall have the right, but not the obligation, to pay any taxes or assessments levied against the Property in accordance with any bill, statement or estimate procured from the appropriate authority. If the

Grantee ever pays any taxes or assessments levied against the Property, the Grantor shall reimburse the Grantee for the same, with interest until reimbursed at the maximum rate allowed by law. The Grantor shall reimburse the Grantee for these sums plus any reasonable attorneys' fees and court costs incurred to collect such sums.

**7.2.2 Upkeep, Maintenance, Costs, Legal Requirements, and Liabilities.**

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall prevent the perfection of any liens against the Protected Property that are not subordinate to this Easement arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

**7.2.3 Control.** Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an owner or operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or the Model Toxics Control Act, as amended ("MTCA").

**7.2.4 Liability and Liability and Indemnification.** Grantor hereby agrees to release, hold harmless, indemnify, and defend Grantee, its officers, employees and agents from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney's and consultant's fees, resulting from the negligent acts or omissions of Grantor, its officers, employees or agents, arising from or in any way connected with (1) injury to or death of any person, or physical damage to any property, resulting from any act,

omission, condition, or other matter related to or occurring on or about the Protected Property; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and MTCA, by Grantor, its officers, employees and agents; or (3) the presence or release in, on, from; or about the Protected Property, at any time, of any hazardous substances, caused solely by the Grantor.

**8. Grantee's Remedies.**

8.1 **Notice of Failure.** If the Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, the Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Protected Property so injured.

8.2 **Grantor's Failure to Respond.** The Grantee may bring an action as provided in subsection 8.3 if Grantor:

8.2.1 Fails to cure the violation within thirty (30) days after receipt of a notice of violation from the Grantee; or

8.2.2 Under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing the violation within the thirty (30) day period and fails to continue diligently to cure such violation until finally cured.

8.3 **Grantee Action.** The Grantee may bring an action at law or in equity in a court having jurisdiction to enforce the terms of this Easement. This right shall include, but not be limited to:

8.3.1 Enjoining the violation, ex-parte as necessary and as allowed under applicable civil rules, by temporary or permanent injunction;

- 8.3.2 Recovering any damages to which it may be entitled for violation of the terms of this Easement or for injury to the Protected Property; and
- 8.3.3 Requiring the restoration of the Protected Property to the condition that existed prior to any such injury. The Grantee shall be entitled to a mandatory injunction, requiring restoration, even if the monetary value of the loss is less than the restoration cost, as the parties acknowledge that the diminution in monetary value is not an adequate remedy at law, unless both parties agree thereto.
- 8.4 Immediate Action Required. The notice provisions of sections 8.1 and 8.2 notwithstanding, if the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, the Grantee may pursue its remedies authorized by the provisions of this Easement, without prior notice to Grantor or without waiting for the period provided for cure to expire.
- 8.5 Nature of Remedy. The Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement. The Grantee shall be entitled to the injunctive relief described in this section in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described, in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 8.6 Cost of Restoration. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantors or those of its successors, or assigns, against whom a judgment is entered; provided, however, that if Grantors ultimately prevail in a judicial enforcement action each party shall bear its own costs.
- 8.7 The Grantee's Forbearance. The Grantee acknowledges its commitment to protect the Protected Property, including enforcement of the terms of this Easement. Any forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any right under this Easement. No delay or omission by the

Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

- 8.8 **Waiver of Certain Defenses.** Grantor acknowledges that the Grantee and its successors and assigns have limited resources for monitoring compliance with the terms of this Easement. In recognition of this fact, Grantor hereby waives any defense it may have against an enforcement action undertaken by the Grantee or its successors or assigns based upon laches (e.g., delay by the Grantee in enforcing the terms of this Easement), estoppel (e.g., a claim by Grantor that, in reliance on a prior oral rather than written statement of the Grantee, it undertook a use or activity on the Protected Property deemed by the Grantee to be inconsistent with the Purpose of this Easement ) or prescription.
- 8.9 **Acts Beyond Grantor's Control.** Grantor shall not be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if Grantor is prevented from fulfilling such obligation by, or such condition fails to occur due to, (a) actions upon the Protected Property by trespassers or other third parties not under Grantor's reasonable control, including, without limitation, natural changes, fire, flood, storm, or earth movement, or (b) any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.
- 8.10 **Violations of Easements by Third Parties.** Grantor will not be deemed to be in violation of this Easement when there are violations of the terms of this Easement by parties other than Grantor, its officers, employees, agents or contractors. Provided, however, Grantor has an affirmative duty to cooperate in the prosecution of any third parties violating the terms of this Easement.

9. **Term.**

- 9.1 This Easement shall be recorded in the records of King County, Washington and shall be a burden upon and shall run with the Protected Property until terminated in one of the following ways:
- 9.1.1 If Grantor executes a fully approved and authorized Development Agreement with King County, as authorized by RCW 36.70B.170, for a rural clustered subdivision within the Section 21 property owned by Grantor that includes the Protected Property in a tract or tracts to satisfy the requirements of King County Code 21A.14.040, then King County shall execute an appropriate document to relinquish this Easement at the time that the tract or tracts are

permanently protected under the terms of the Development Agreement.

- 9.1.2 If the Protected Property has not been included in a permanent open space tract or tracts as part of a Development Agreement for a rural clustered subdivision prior to the expiration of a twelve (12) year term that shall commence on the effective date of the Open Space Agreement, the Parties agree that the Easement shall be replaced with a permanent conservation easement with terms that are substantially similar to the Grantee's then standard form of conservation easement for protecting natural areas. The permanent conservation easement shall allow road and utility corridors consistent with the terms applicable to County Open Space under the BDUGGA Section 7.5, the applicable provisions of which are set forth in Section 7.1.1 of this Easement. If the Parties are unable to agree on the form of a permanent conservation easement prior to the expiration of the twelve (12) year term, then Grantor shall within one hundred twenty (120) days thereafter convey the Protected Property to the County in fee pursuant to a purchase and sale agreement substantially similar to the agreement used to convey the County Open Space as called for by Section 3.2 of the Open Space Agreement. Any Protected Property conveyed in fee shall be subject to use by Grantor consistent with the terms applicable to County Open Space under BDUGAA Section 7.5, the applicable provisions of which are set forth in Section 7.1.1 of this Easement. The exercise of such rights will require execution of appropriate easements to be granted by the County. Conveyance of the Protected Property in fee to Grantee shall terminate this Easement.
- 9.1.3 Grantor may elect to terminate this Easement at any time. Grantor may only terminate this Easement, however, if it contemporaneously replaces the this Easement with a permanent conservation easement on the Protected Property in a form agreed to by the Grantee and consistent with the terms and in the manner described in Section 9.1.2 of this Agreement, or if it conveys the Protected Property to the County consistent with the terms and in the manner described in Section 9.1.2 of this Agreement.

**10. Exhibits.**

The following exhibits are attached hereto:



Exhibit A – Legal Description for Protected Property  
Exhibit B - Permitted Encumbrances

11. Written Notices.

- 11.1 All Notices required by this Agreement shall be in writing, signed by the sending party, and shall be considered properly delivered when personally delivered, when received by facsimile, or on the third day following mailing, postage prepaid, certified mail, return receipt requested to:

Grantee: King County Department of Natural  
Resources and Parks  
Water and Land Resources Division  
201 South Jackson Street, Suite 600  
Seattle, WA 98104

Grantor: Brian Ross  
BD VILLAGE PARTNERS, L.P.  
10220 NE Points Drive, Suite 120  
Kirkland, WA 98033

With a copy to: John Hempelmann  
CAIRNCROSS & HEMPELMANN  
524 Second Avenue, Suite 500  
Seattle, WA 98104

- 11.2 Either party may modify the above notice delivery information by providing written notice to the other party at the address set forth above, or such subsequent address that has been properly provided in accordance with the paragraph's terms.

12. Public Access.

No general public access to any portion of the Protected Property is conveyed by this Easement unless specifically referenced in the Exhibits attached hereto.

13. Grantor's Title Warranty.

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in Attachment B attached to and made a part of this Deed ("Permitted Encumbrances"), and hereby promises to defend the same against all claims that may be made against it.

13. **Interpretation.**

This Deed shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

14. **Severability.**

If any provision of this Deed is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions, unless the remaining provisions cannot be construed in such a way as to protect any of the Conservation Values intended to be protected by this Grant of Easement.

15. **Acceptance.**

The Grantee hereby accepts the granting of this Conservation Easement Deed.

GRANTOR: BD VILLAGE PARTNERS, L.P.

By: Yarrow Bay Development, LLC  
General Partner

\_\_\_\_\_  
Brian Ross, CEO

GRANTEE: KING COUNTY

By: \_\_\_\_\_  
Theresa Jennings, Director  
Department of Natural Resources and Parks

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, of \_\_\_\_\_, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the corporation and that the seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF WASHINGTON )  
 )ss:  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, of \_\_\_\_\_, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the municipal corporation and that the seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the  
State of Washington  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**EXHIBIT "A"**

THE VILLAGES  
13.12 AC TEMP CONSERV BSMT LEGAL DESCRIPTION

TRIAD JOB NO. 05-336  
NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, INCLUDING LOT F, KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L09L0030, RECORDED UNDER RECORDING NUMBER 20090924900019, RECORDS OF KING COUNTY, WASHINGTON, SAID LOT BEING IN SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 21;  
THENCE SOUTH 89°25'53" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, 362.68 FEET;  
THENCE LEAVING SAID NORTH LINE SOUTH 02°12'15" WEST, 155.72 FEET;  
THENCE SOUTH 13°00'12" EAST, 158.26 FEET;  
THENCE SOUTH 14°45'13" WEST, 233.06 FEET;  
THENCE SOUTH 01°10'12" EAST, 290.67 FEET;  
THENCE SOUTH 10°29'55" EAST, 162.86 FEET;  
THENCE SOUTH 56°19'42" EAST, 213.95 FEET;  
THENCE SOUTH 28°02'21" EAST, 278.04 FEET;  
THENCE SOUTH 10°12'40" WEST, 301.32 FEET;  
THENCE SOUTH 41°04'29" WEST, 243.89 FEET;  
THENCE SOUTH 85°08'19" WEST, 279.95 FEET;  
THENCE NORTH 83°39'51" WEST, 268.72 FEET;  
THENCE NORTH 55°54'16" WEST, 222.18 FEET;  
THENCE NORTH 42°00'26" WEST, 204.02 FEET TO A LINE 30 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 218<sup>TH</sup> AVENUE SE;  
THENCE ALONG SAID PARALLEL LINE BEING A CURVE TO THE LEFT HAVING A RADIAL BEARING OF NORTH 65°22'24" WEST AND A RADIUS OF 1474.40 FEET, THROUGH A CENTRAL ANGLE OF 13°03'38", AN ARC DISTANCE OF 336.09 FEET TO THE SOUTHWESTERLY INTERSECTION OF THE COMMON LINE OF SAID LOT F AND LOT E, SAID BOUNDARY LINE ADJUSTMENT AND SAID PARALLEL LINE;  
THENCE ALONG SAID COMMON LINE OF SAID LOTS F AND E THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 05°14'03" EAST, 104.72 FEET;  
THENCE SOUTH 27°16'06" EAST, 161.07 FEET;  
THENCE SOUTH 51°36'01" EAST, 123.72 FEET;  
THENCE SOUTH 23°35'52" EAST, 99.61 FEET;  
THENCE SOUTH 38°54'13" EAST, 150.32 FEET;  
THENCE NORTH 83°52'28" EAST, 371.44 FEET;  
THENCE NORTH 76°55'15" EAST, 142.82 FEET;  
THENCE NORTH 41°20'18" EAST, 64.18 FEET;  
THENCE NORTH 05°45'20" EAST, 210.14 FEET;  
THENCE NORTH 53°41'43" WEST, 167.31 FEET;  
THENCE NORTH 23°23'31" WEST, 92.07 FEET;  
THENCE NORTH 07°50'11" WEST, 126.53 FEET;



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Equal Opportunity and Equal Housing Lender

**EXHIBIT "A"**

THE VILLAGES  
6.80 AC TEMP CONSERV ESMT LEGAL DESCRIPTION

TRIAD JOB NO. 05-336  
NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009

THAT PORTION OF LOT B, KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L09L0030, RECORDED UNDER RECORDING NUMBER 20090924900019, RECORDS OF KING COUNTY, WASHINGTON, SAID LOT BEING IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT B;

THENCE NORTH 58°23'45" EAST ALONG THE EASTERLY LINE OF SAID LOT B, 979.33 FEET TO AN ANGLE POINT ON SAID EASTERLY LINE AND THE TRUE POINT OF BEGINNING;

THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE SOUTHEASTERLY RIGHT OF WAY OF SE AUBURN - BLACK DIAMOND ROAD, SAID RIGHT OF WAY BEING 30 FEET SOUTHEASTERLY OF THE CENTERLINE;

THENCE SOUTH 47°22'39" WEST ALONG SAID RIGHT OF WAY, 401.82 FEET;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 09°16'44" EAST, 211.14 FEET;

THENCE SOUTH 01°47'28" EAST, 189.88 FEET;

THENCE SOUTH 03°39'17" WEST, 279.32 FEET;

THENCE SOUTH 07°36'00" WEST, 269.26 FEET;

THENCE SOUTH 11°38'30" WEST, 205.88 FEET;

THENCE SOUTH 44°38'31" WEST, 149.32 FEET TO THE TRUE POINT OF BEGINNING.

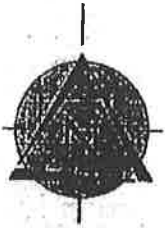
CONTAINING 6.80 ACRES, MORE OR LESS.

WRITTEN BY: MSH  
CHECKED BY: ARJ



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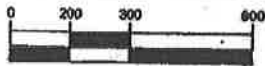
Land Development Consultants



**EXHIBIT DISCLAIMER**

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

SCALE: 1" = 300'



TPN 212106-9001

LOT H

LOT I

K.C.B.L.A.  
NO. L09L0030  
REC. NO.  
20090924900019

LOT K

TPN 222106-9048

LOT J

LOT L

LOT M

TPN 222106-9047

**LEGEND**



PROPOSED BOUGAA/  
TEMPORARY CONSERVATION EASEMENT

21 22  
28 27

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**PROPOSED BOUGAA/TEMPORARY CONSERVATION AREA EASEMENT EXHIBIT**

**THE VILLAGES**

CITY OF BLACK DIAMOND, WASHINGTON

**TRIAID ASSOCIATES**

12112 119th Ave. NE  
Kirkland, WA 98034-9622  
425.421.1848  
www.triaid.com

DATE: 11-23-09  
SCALE: 1"=300'  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

05-336  
1 of 1

**EXHIBIT "A"**

THE VILLAGES

27.58 AC TEMP CONSERV ESMT LEGAL DESCRIPTION

TRIAD JOB NO. 05-336

NOVEMBER 20, 2009

REVISED DECEMBER 1, 2009

LOTS L AND M, KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L09L0030, RECORDED UNDER RECORDING NUMBER 20090924900019, RECORDS OF KING COUNTY, WASHINGTON, SAID LOTS BEING IN SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.;

EXCEPT THAT PORTION OF SAID LOT M DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT M;  
THENCE SOUTH 39°44'54" WEST ALONG THE WESTERLY LINE OF SAID LOT M, 88.93 FEET;  
THENCE SOUTH 26°15'23" WEST ALONG SAID WESTERLY LINE, 31.10 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID WESTERLY LINE SOUTH 26°15'23" WEST, 107.37 FEET;  
THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 87°19'49" EAST, 93.57 FEET;  
THENCE NORTH 26°33'54" WEST, 102.78 FEET TO THE TRUE POINT OF BEGINNING;

AND EXCEPT THAT PORTION OF SAID LOT L LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:  
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT L;  
THENCE NORTH 00°49'04" EAST ALONG THE EASTERLY LINE OF SAID LOT L, 443.47 FEET TO THE BEGINNING OF THIS DESCRIBED LINE;  
THENCE SOUTH 84°01'17" WEST, 1026.77 FEET TO THE WESTERLY LINE OF SAID LOT L AND THE TERMINUS OF THIS DESCRIBED LINE.

CONTAINING 27.58 ACRES, MORE OR LESS.

WRITTEN BY: MSH  
CHECKED BY: ARJ



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Land Development Consultants

**EXHIBIT "A"**  
**(CONTINUED)**

THENCE NORTH 20°41'38" WEST, 182.40 FEET;  
THENCE NORTH 38°11'30" WEST, 143.90 FEET TO A POINT OF CURVE,  
THENCE WESTERLY ON SAID CURVE TO THE LEFT, HAVING A RADIUS OF  
100.00 FEET, THROUGH A CENTRAL ANGLE OF 57°20'38", AN ARC  
DISTANCE OF 100.08 FEET;  
THENCE SOUTH 84°52'43" WEST, 146.06 FEET;  
THENCE SOUTH 76°20'16" WEST, 107.82 FEET;  
THENCE LEAVING SAID COMMON LINE, NORTH 46°21'09" EAST, 30.63 FEET;  
THENCE NORTH 14°45'13" EAST, 116.53 FEET;  
THENCE NORTH 05°11'53" WEST, 262.04 FEET;  
THENCE NORTH 10°57'42" EAST, 187.27 FEET;  
THENCE NORTH 03°49'00" WEST, 267.37 FEET TO THE NORTH LINE OF SAID  
NORTHEAST QUARTER OF THE NORTHWEST QUARTER;  
THENCE SOUTH 89°07'55" EAST ALONG SAID NORTH LINE, 46.91 FEET TO THE  
POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN SAID PARCEL E.

CONTAINING 13.12 ACRES, MORE OR LESS.

WRITTEN BY: MSH  
CHECKED BY: ARJ





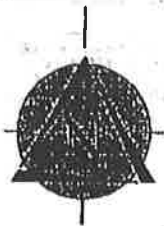
**EXHIBIT DISCLAIMER**

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

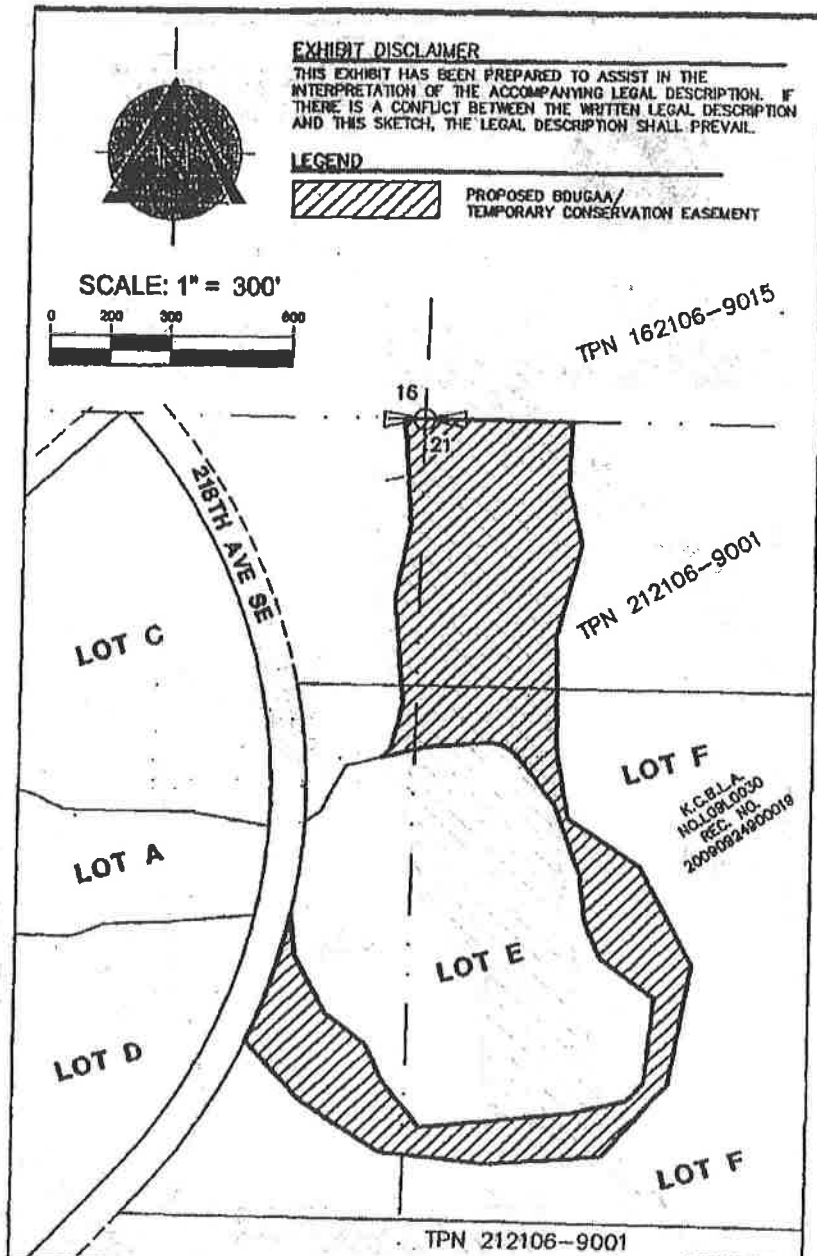
**LEGEND**



PROPOSED BDUGAA/  
TEMPORARY CONSERVATION EASEMENT



SCALE: 1" = 300'



Q 2008 1000 ASSOCIATES

PROPOSED BDUGAA/TEMPORARY  
CONSERVATION AREA EASEMENT EXHIBIT

**THE VILLAGES**

CITY OF BLACK DIAMOND, WASHINGTON

12712 116th Ave. NE  
Redmond, WA 98073-8223  
425.871.4448  
www.triadassociates.com

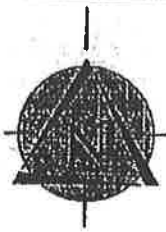
**TRIAD ASSOCIATES**

DATE: 05-3-08  
BY: [Signature]  
SCALE: 1"=300'

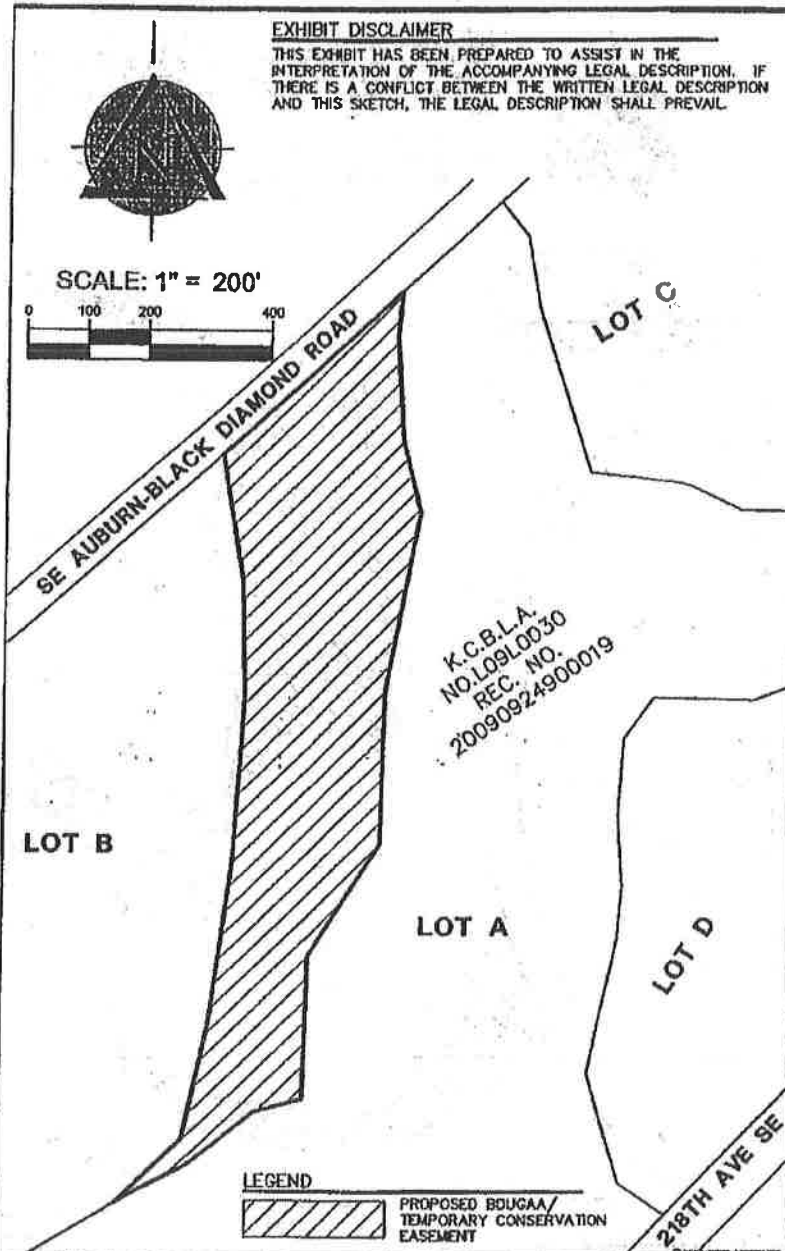
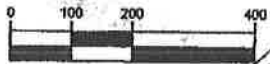
NO. 1

**EXHIBIT DISCLAIMER**

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SCALE: 1" = 200'



**LEGEND**

 PROPOSED BDUGAA/TEMPORARY CONSERVATION EASEMENT

DATE: 05-30-06  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]  
 APPROVED BY: [illegible]  
 PROJECT NO.: [illegible]

**PROPOSED BDUGAA/TEMPORARY CONSERVATION AREA EASEMENT EXHIBIT**

**THE VILLAGES**

CITY OF BLACK DIAMOND, WASHINGTON

**TRIAD ASSOCIATES**  
 12712 115th Ave. NE  
 Redmond, WA 98073-8823  
 425.887.4448  
 www.triadassociates.com

**EXHIBIT "A"**

THE VILLAGES  
4.17 AC TEMP CONSERV ESMT LEGAL DESCRIPTION

TRIAD JOB NO. 05-336  
NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009

THAT PORTION OF LOT D, KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L09L0030, RECORDED UNDER RECORDING NUMBER 20090924900019, RECORDS OF KING COUNTY, WASHINGTON, SAID LOT BEING IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT D;

THENCE ALONG THE WESTERLY LINE OF SAID LOT D THE FOLLOWING COURSES AND DISTANCES:

NORTH 56°19'45" WEST, 93.65 FEET;  
NORTH 15°49'31" WEST, 191.38 FEET;  
NORTH 11°44'41" EAST, 230.05 FEET;  
NORTH 04°53'02" EAST, 87.64 FEET;  
NORTH 03°43'29" WEST, 117.53 FEET;  
NORTH 03°45'28" EAST, 130.24 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH 83°53'20" EAST, 660.61 FEET TO A LINE 30 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF 218<sup>TH</sup> AVENUE SE;

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THENCE SOUTH 50°43'49" WEST, 168.66 FEET;  
THENCE SOUTH 10°09'41" WEST, 403.70 FEET;  
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THENCE SOUTH 43°09'41" WEST ALONG SAID PARALLEL LINE, 38.39 FEET TO SAID MOST SOUTHERLY CORNER OF SAID LOT B AND THE POINT OF BEGINNING.

CONTAINING 4.17 ACRES, MORE OR LESS.

WRITTEN BY: MSH  
CHECKED BY: ARJ



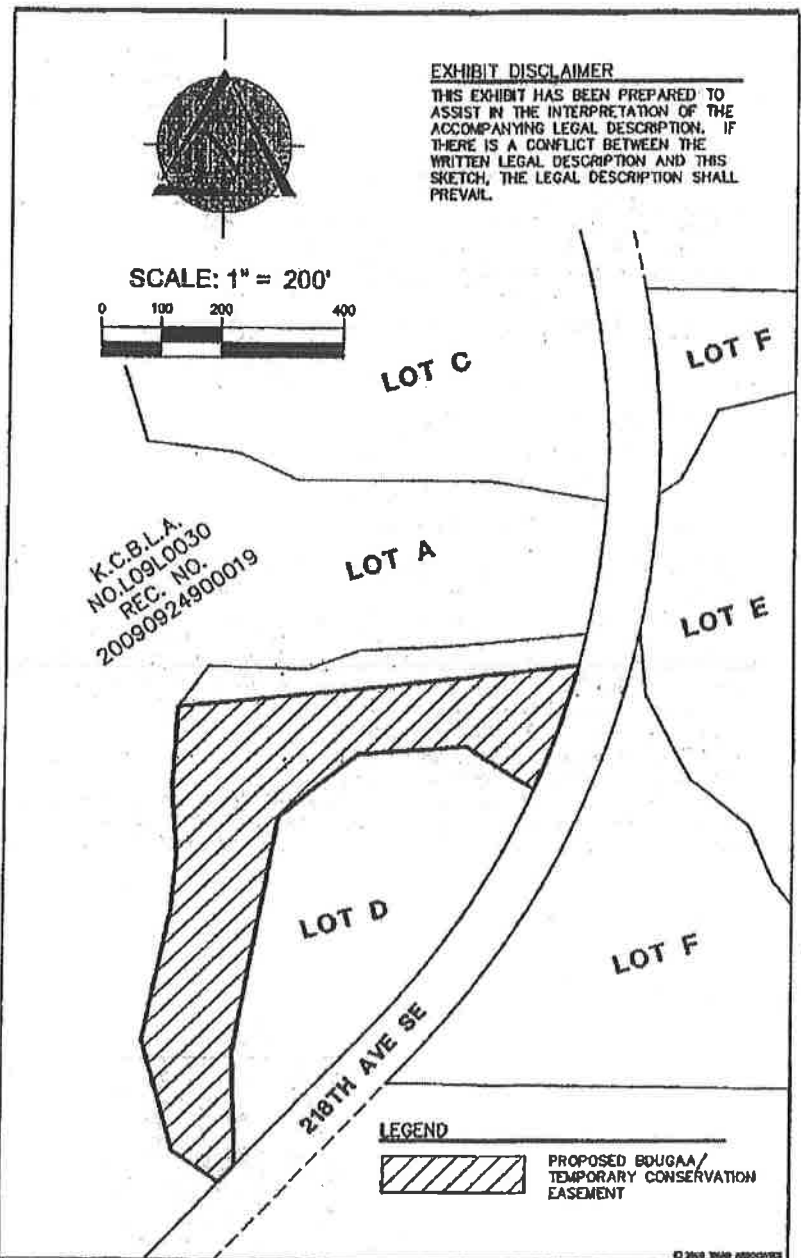
12312 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-9623  
425.821.8498 800.486.0756 Fax 425.821.3481  
www.triadsociates.net



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SCALE: 1" = 200'

K.C.B.L.A.  
 NO. L09L0030  
 REC. NO.  
 20090924900019



**LEGEND**  
 PROPOSED BDUGAA/TEMPORARY CONSERVATION EASEMENT

**PROPOSED BDUGAA/TEMPORARY CONSERVATION AREA EASEMENT EXHIBIT**

**THE VILLAGES**

CITY OF BLACK DIAMOND, WASHINGTON

DATE: 11-23-09  
 SCALE: 1"=200'

DESIGNED BY: ASJ  
 CHECKED BY: ASJ  
 DATE: 11-23-09  
 SCALE: 1"=200'

PROJECT: STONE ZEPHYRUS  
 NO. 05-936  
 SHEET NO. 1 OF 1

12112 15TH AVE. NE  
 KENNESAW, WA 98044-9823  
 425.821.8448  
 WWW.TRIADALLOSTATES.COM

**EXHIBIT "A"**

THE VILLAGES TRIAD JOB NO. 05-336  
4.17 AC TEMP CONSERV ESMT LEGAL DESCRIPTION NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009

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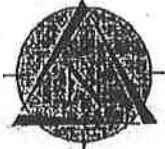
CONTAINING 4.17 ACRES, MORE OR LESS.

WRITTEN BY: MSH  
CHECKED BY: ARJ



12112 115<sup>th</sup> Avenue NE Issaquah, Washington 98034-7623  
425.821.8648 • 800.498.0756 • Fax 425.821.3481  
www.triadassociates.net

Land Boundary and Surveys



**EXHIBIT DISCLAIMER**

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SCALE: 1" = 200'



K.C.B.L.A.  
NO. L09L0030  
REC. NO.  
20090924900019

LOT C

LOT F

LOT A

LOT E

LOT D

LOT F

218TH AVE SE

**LEGEND**



PROPOSED BDUGAA/  
TEMPORARY CONSERVATION  
EASEMENT

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PROPOSED BDUGAA/TEMPORARY  
CONSERVATION AREA EASEMENT EXHIBIT

**THE VILLAGES**

CITY OF BLACK DIAMOND

WASHINGTON

www.triadassociates.com

12112 115th Ave, NE  
Kirkland, WA 98034-6823  
425.821.4448



DATE PREPARED	06-30-09
DATE REVISION	1 11-1
DESIGNED BY	ASJ
DRAWN BY	ASJ
CHECKED BY	11-23-09
SCALE	AS SHOWN 1"=200'
TITLE	
DATE	
BY	
FOR	
APPROVED BY	STEVE JOHNSON

EXHIBIT "A"

THE VILLAGES  
4.17 AC TEMP CONSERV ESMT LEGAL DESCRIPTION

TRIAD JOB NO. 05-336  
NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009

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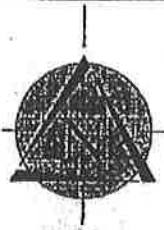
CONTAINING 4.17 ACRES, MORE OR LESS.

WRITTEN BY: MSH  
CHECKED BY: ARJ



12112 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-0523  
425.821.8448 • 800.498.0754 • Fax: 425.821.3481  
www.triadassociates.net

Last Drawn/Checked: 12/1/09



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SCALE: 1" = 200'



K.C.B.L.A.  
NO. 1.0910030  
REC. NO.  
20090924900019

LOT C

LOT F

LOT A

LOT E

LOT D

LOT F

218TH AVE SE

**LEGEND**



PROPOSED BDUGAA/  
TEMPORARY CONSERVATION  
EASEMENT

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<p>PROPOSED BDUGAA/TEMPORARY CONSERVATION AREA EASEMENT EXHIBIT</p>		<p>20712 115th Ave. NE Kirkland, WA 98033-6623 425.221.1848 www.triadarchitects.com</p>
<p><b>THE VILLAGES</b></p> <p>CITY OF BLACK DIAMOND, WASHINGTON</p>		
<p>DATE: 11-23-09 SCALE: 1"=200'</p>	<p>DESIGNED BY: STEVE JOHNSON DRAWN BY: ASJ CHECKED BY: ASJ DATE: 11-23-09 SCALE: 1"=200'</p>	<p>2009-09-24</p> <p>05-336</p> <p>1 of 1</p>



**EXHIBIT "A"**

THE VILLAGES  
4.17 AC TEMP CONSERV ESMT LEGAL DESCRIPTION

TRIAD JOB NO. 05-336  
NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009

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CONTAINING 4.17 ACRES, MORE OR LESS.

WRITTEN BY: MSH  
CHECKED BY: ARJ



17112 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-9423  
425.821.8448 • 800.488.0756 • Fax 425.821.3487  
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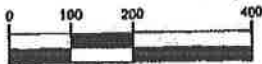
Land Development Consultants



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SCALE: 1" = 200'



K.C.B.L.A.  
NO. L09L0030  
REC. NO.  
20090924900019

LOT C

LOT F

LOT A

LOT E

LOT D

LOT F

218TH AVE SE

**LEGEND**



PROPOSED BDUGAA/  
TEMPORARY CONSERVATION  
EASEMENT

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06-336 1 of 7	PREPARED BY: DATE: SCALE: SHEET NO.:	2009-09-24 1:200 1 of 7	DRAWN BY: CHECKED BY: DATE: SCALE: SHEET NO.:	09/24/09 AS/1 1:200 1 of 7	SURVEYOR: DATE: SCALE: SHEET NO.:	09/24/09 STEVE JOHNSON 1:200 1 of 7	<p align="center"> <b>PROPOSED BDUGAA/TEMPORARY            CONSERVATION AREA EASEMENT EXHIBIT</b>   <b>THE VILLAGES</b>             CITY OF BLACK DIAMOND,      WASHINGTON         </p>	12112 115th Ave. NE Kirkland, WA 98034-8223 425.221.2448 www.triadassociates.com	
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**EXHIBIT "A"**

THE VILLAGES  
4.17 AC TEMP CONSERV ESMT LEGAL DESCRIPTION

TRIAD JOB NO. 05-336  
NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009

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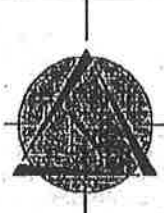
CONTAINING 4.17 ACRES, MORE OR LESS.

WRITTEN BY: MSH  
CHECKED BY: ARJ



12112 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-1623  
425.821.8448 • 800.468.0734 • Fax 425.821.3481  
www.triadsocietes.net

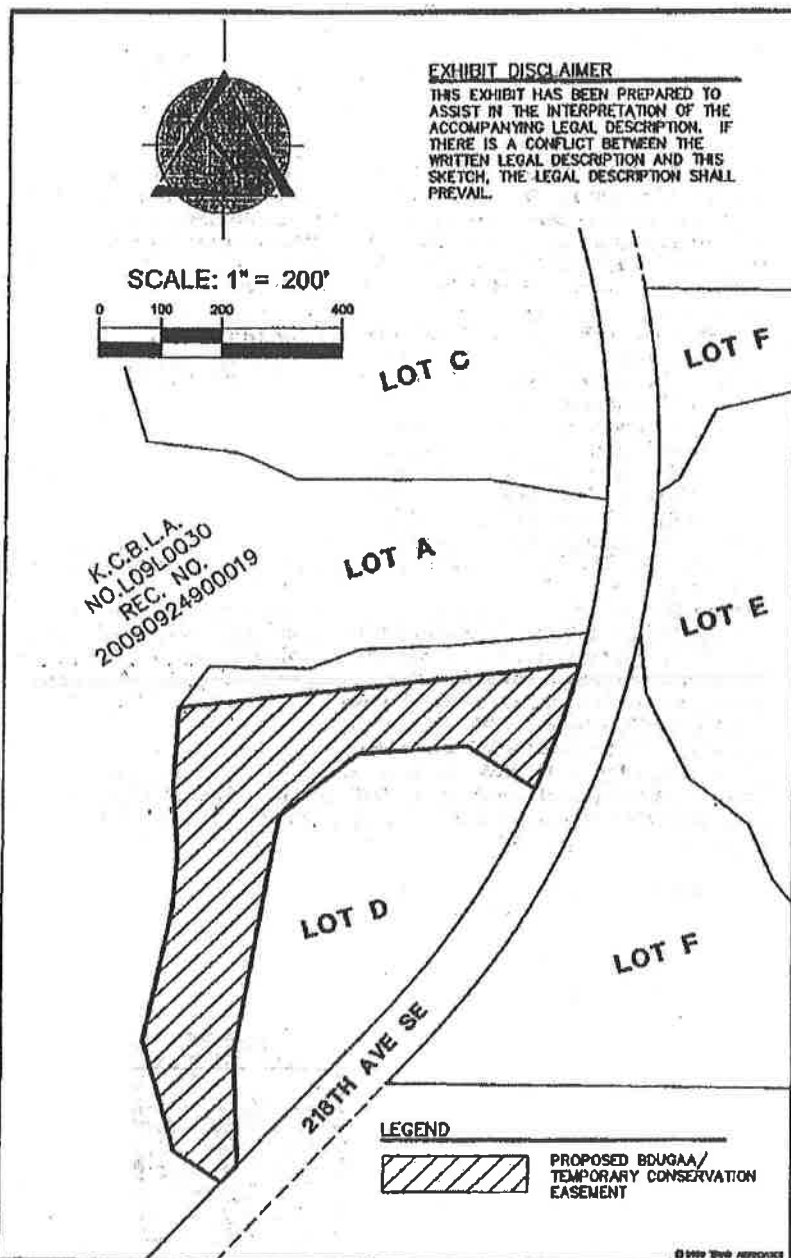
Land Development Consultant



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SCALE: 1" = 200'

K.C.B.L.A.  
 NO. L09L0030  
 REC. NO.  
 20090924900019



**LEGEND**  
 PROPOSED BDUGAA/TEMPORARY CONSERVATION EASEMENT

<b>DATE</b> 05-31-09	<b>BY</b> STEVE JOHNSON	<b>PROJECT</b> THE VILLAGES	<b>CLIENT</b> CITY OF BLACK DIAMOND, WASHINGTON	<b>SCALE</b> 1" = 200'	<b>NO. SHEETS</b> 05-336	<b>SHEET NO.</b> 1 of 1
-------------------------	----------------------------	--------------------------------	--	---------------------------	-----------------------------	----------------------------

**PROPOSED BDUGAA/TEMPORARY CONSERVATION AREA EASEMENT EXHIBIT**

**THE VILLAGES**

CITY OF BLACK DIAMOND, WASHINGTON

**TRIAD ASSOCIATES**  
 12112 115th Ave, NE  
 Redmond, VA 24084-8822  
 425.521.2448  
 www.triadassociates.com

**EXHIBIT "A"**

THE VILLAGES  
4.17 AC TEMP CONSERV ESMT LEGAL DESCRIPTION  
TRIAD JOB NO. 05-336  
NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009

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WRITTEN BY: MSH  
CHECKED BY: ARJ



12132 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-9623  
425.821.8448 • 800.488.0756 • Fax 425.821.3481  
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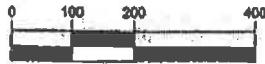
Land Description and Survey



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REC. NO.  
20090924900019

LOT C

LOT F

LOT A

LOT E

LOT D

LOT F

218TH AVE SE

**LEGEND**



PROPOSED BDUGAA/  
TEMPORARY CONSERVATION  
EASEMENT

06-336  
1 of 1

**PROPOSED BDUGAA/TEMPORARY CONSERVATION AREA EASEMENT EXHIBIT**

**THE VILLAGES**

CITY OF BLACK DIAMOND, WASHINGTON

PREPARED BY: STEVE JOHNSON  
DATE: 11-25-09  
SCALE: 1" = 200'

12112 115th Ave, NE  
Kirkland, WA 98034-8823  
425.221.9448  
www.triadassociates.com

**TRIAD ASSOCIATES**

**EXHIBIT "A"**

**THE VILLAGES  
3.62 AC TEMP CONSERV ESMT LEGAL DESCRIPTION**

**TRIAD JOB NO. 05-336  
NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009**

THAT PORTION OF LOTS H AND I, KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L09L0030, RECORDED UNDER RECORDING NUMBER 20090924900019, RECORDS OF KING COUNTY, WASHINGTON, SAID LOTS BEING IN NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT H;  
THENCE ALONG THE WESTERLY LINE OF SAID LOT H THE FOLLOWING COURSES AND DISTANCES:

NORTH 17°15'41" WEST, 94.47 FEET;  
NORTH 03°20'08" EAST, 81.41 FEET;  
NORTH 16°23'06" WEST, 247.39 FEET;

THENCE LEAVING SAID WESTERLY LINE SOUTH 66°03'10" EAST, 67.58 FEET;  
THENCE SOUTH 85°31'06" EAST, 303.62 FEET;  
THENCE NORTH 83°05'36" EAST, 197.29 FEET;  
THENCE NORTH 51°39'22" EAST, 194.39 FEET TO THE EASTERLY LINE OF SAID LOT I;

THENCE ALONG SAID EASTERLY LINE OF SAID LOT I AND THE SOUTHERLY LINE OF SAID LOT H THE FOLLOWING COURSES AND DISTANCES:

SOUTH 57°01'32" EAST, 116.14 FEET;  
SOUTH 17°01'00" WEST, 44.36 FEET;  
SOUTH 60°40'20" WEST, 106.98 FEET;  
SOUTH 46°42'18" WEST, 211.14 FEET;  
SOUTH 82°34'17" WEST, 78.45 FEET;  
SOUTH 79°53'54" WEST, 174.33 FEET;  
SOUTH 52°40'01" WEST, 261.30 FEET TO THE POINT OF BEGINNING;

CONTAINING 3.62 ACRES, MORE OR LESS.

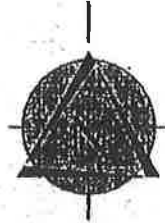
WRITTEN BY: MSH  
CHECKED BY: ARJ



12112 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-9623  
425.821.8410 • 800.488.0756 Fax 425.821.3481  
www.triadassociates.net

**EXHIBIT DISCLAIMER**

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



SCALE: 1" = 200'



TPN 212106-9001

LOT I

LOT H

K.C.B.L.A.  
NO. L09L0030  
REC. NO.  
20090924900019

LOT J

LOT L

LOT M

**LEGEND**



PROPOSED BOUGAA/  
TEMPORARY CONSERVATION  
EASEMENT

PROPOSED BOUGAA/TEMPORARY  
CONSERVATION AREA EASEMENT EXHIBIT

**THE VILLAGES**

CITY OF BLACK DIAMOND,

WASHINGTON



12312 118th AVE. NE  
Kirkland, WA 98034-5023  
425.871.8448  
www.triadassociates.com

DATE: 11-24-09  
SCALE: 1"=200'  
DRAWN BY: [illegible]  
CHECKED BY: [illegible]  
DATE: 06-23-08  
DRAWN BY: [illegible]  
CHECKED BY: [illegible]



EXHIBIT "A"

THE VILLAGES  
3.11 AC TEMP CONSERV ESMT LEGAL DESCRIPTION

TRIAD JOB NO. 05-336  
NOVEMBER 20, 2009  
REVISED DECEMBER 1, 2009

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND LOT G, KING COUNTY BOUNDARY LINE ADJUSTMENT NUMBER L09L0030, RECORDED UNDER RECORDING NUMBER 20090924900019, RECORDS OF KING COUNTY, WASHINGTON, SAID LOT BEING IN NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 21, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY COMMON CORNER OF SAID LOT G AND LOT J OF SAID BOUNDARY LINE ADJUSTMENT;  
THENCE NORTH 47°40'01" WEST ALONG THE WESTERLY LINE OF SAID LOT G, 699.73 FEET TO THE NORTHWEST CORNER OF SAID LOT G AND A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;  
THENCE NORTH 89°21'07" WEST ALONG SAID SOUTH LINE, 119.86 FEET TO A LINE 30 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF 218<sup>TH</sup> AVENUE SE;  
THENCE ALONG SAID PARALLEL LINE BEING A CURVE TO THE RIGHT HAVING A RADIAL BEARING OF SOUTH 84°23'21" EAST AND A RADIUS OF 530.96 FEET, THROUGH A CENTRAL ANGLE OF 37°34'52", AN ARC DISTANCE OF 348.26 FEET;  
THENCE NORTH 43°11'31" EAST ALONG SAID PARALLEL LINE, 125.36 FEET;  
THENCE LEAVING SAID PARALLEL LINE SOUTH 10°58'34" EAST, 266.00 FEET;  
THENCE SOUTH 15°23'11" EAST, 246.05 FEET;  
THENCE SOUTH 46°34'07" EAST, 310.57 FEET;  
THENCE SOUTH 50°52'33" EAST, 259.30 FEET TO THE SOUTH LINE OF SAID LOT G;  
THENCE NORTH 89°59'20" WEST ALONG SAID SOUTH LINE, 132.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.11 ACRES, MORE OR LESS.

WRITTEN BY: MSH  
CHECKED BY: ARJ



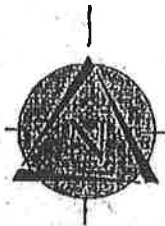
12112 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-9623  
425.821.8448 • 800.488.0754 • Fax 425.821.3481  
www.triadassociates.net

Land Development Consultants

LEGEND



PROPOSED BOUGAA/  
TEMPORARY CONSERVATION EASEMENT



SCALE: 1" = 200'

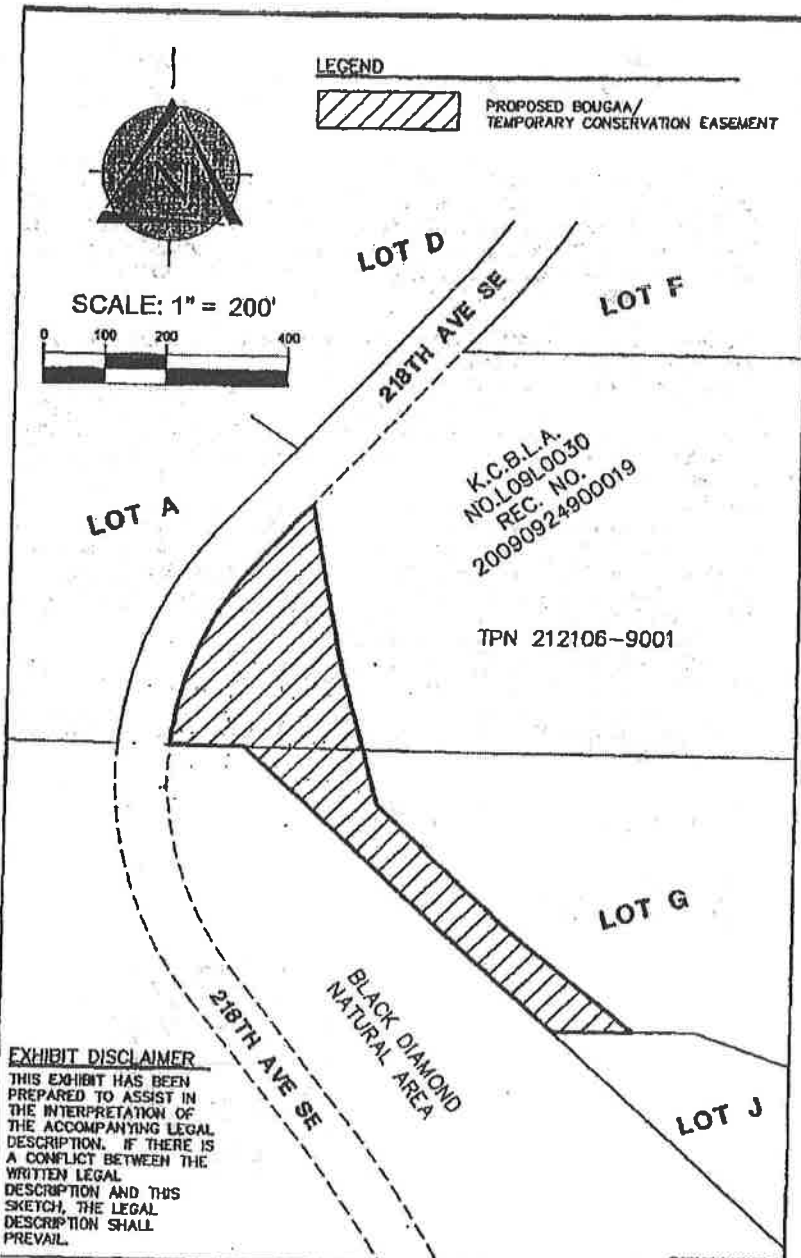
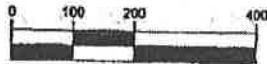


EXHIBIT DISCLAIMER

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

DATE	05-3-06
SCALE	1" = 1'
BY	STEVE JOHNSON
CHECKED	ASV
DATE	11-23-09
SCALE	SCALE 1"=200'
BY	

PROPOSED BOUGAA/TEMPORARY  
CONSERVATION AREA EASEMENT EXHIBIT

THE VILLAGES

CITY OF BLACK DIAMOND,

WASHINGTON

12112 118th Ave, NE  
 Kirkland, WA 98034  
 425.821.5946  
 WWW.TRIADASSOCIATES.COM

**EXHIBIT "B"**

**Permitted Encumbrances**

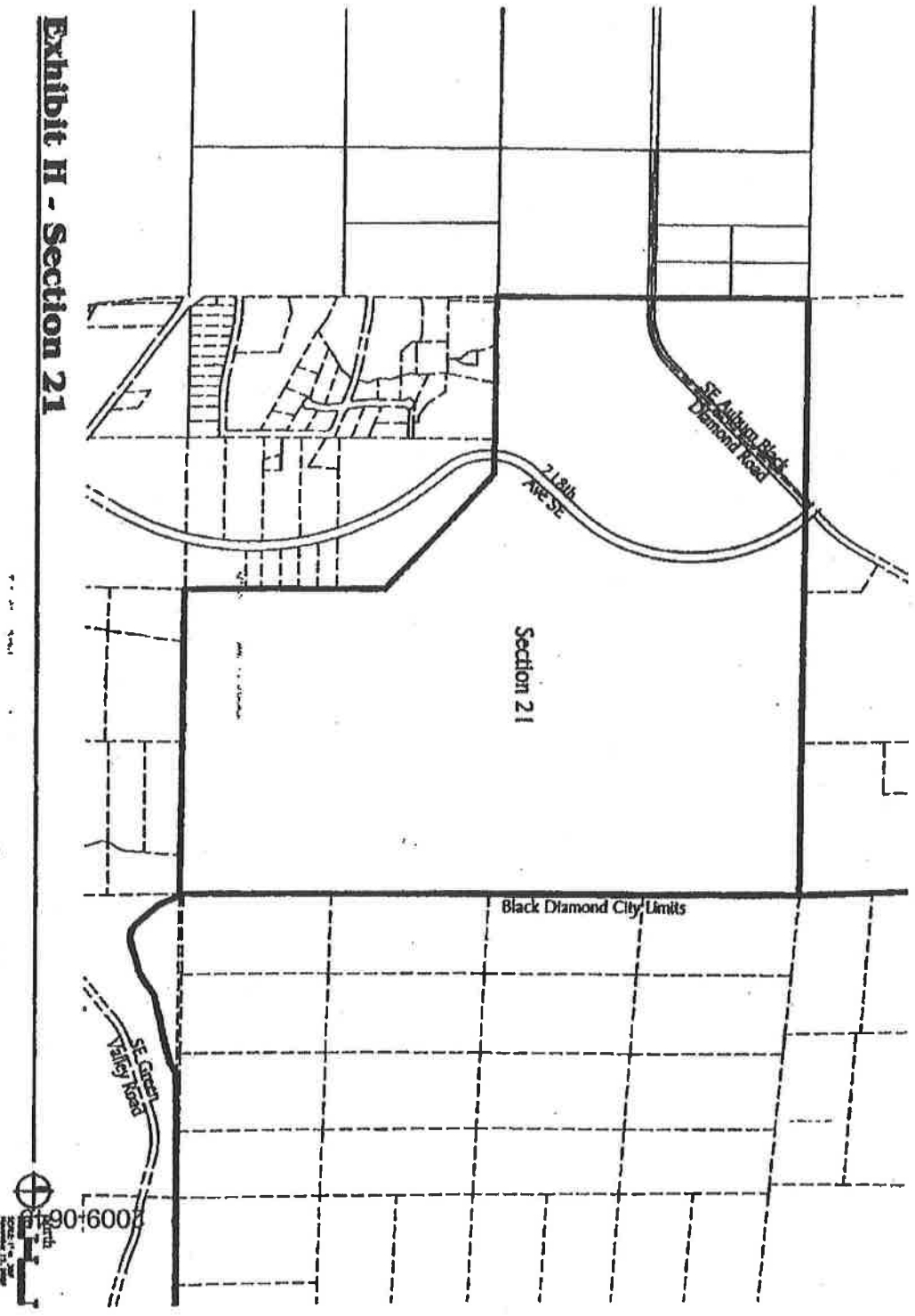
**2009-0645**

**Exhibit G**

**Legal Description of "Additional Open Space"**

**See Exhibit F's exhibit A**

**Exhibit H - Section 21**





**Exhibit 5**

**Temporary Conservation Easement Release**

*After recording, return to:*

**BD Villages Partners, LP  
ATTN: Megan Nelson  
10220 NE Points Drive, Ste 310  
Kirkland, WA 98033  
(425) 898-2100**

**WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

<b>DOCUMENT TITLE(S)</b> (or transactions contained therein): <b>Termination of Easement</b>																		
<b>REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:</b> <b>20101022000202; 20100326000155</b> <input type="checkbox"/> Additional reference #s on page ___ of document(s)																		
<b>GRANTOR(S)</b> (Last name first, then first name and initials) <b>KING COUNTY, a political subdivision of the State of Washington</b> <input type="checkbox"/> Additional names on page ___ of document																		
<b>LEGAL DESCRIPTION</b> (abbreviated: i.e., lot, block, plat or section, township, range) <b>KING COUNTY PARCEL NOS.</b> _____ <input checked="" type="checkbox"/> Additional legal is on Exhibit A of document																		
<b>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS</b> <table border="1"><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>																		





## TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT (this "**Termination**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by KING COUNTY, a political subdivision of the State of Washington ("King County").

### Recitals

- A. WHEREAS, BD Village Partners, LP granted a temporary conservation easement to King County in that certain Temporary Conservation Easement dated December 17, 2009, and recorded under King County Recording No. 20100326000155 (the "Conservation Easement"), wherein BD Village Partners, LP conveyed to King County a temporary easement for conservation purposes affecting certain parcels of land situated in King County, Washington in consideration of mutual covenants and provisions of that certain Open Space Agreement between BD Village Partners, LP and King County dated December 17, 2009 (the "Open Space Agreement").
- B. WHEREAS, BD Village Partners, LP and King County recorded a certain Correction to Temporary Conservation Easement dated September 29, 2010 under King County Recording No. 20101022000202 in order to correct legal descriptions contained in the Conservation Easement.
- C. WHEREAS, pursuant to the terms of the Open Space Agreement, the Conservation Easement shall terminate when BD Village Partners, LP executes a fully approved and authorized development agreement with King County for a rural clustered subdivision within Section 21 that includes open space in a tract or tracts to satisfy the requirements of King County Code 21A.14.040.
- D. WHEREAS, BD Village Partners, LP and King County have executed a development agreement dated \_\_\_\_\_ and recorded under King County Recording No. \_\_\_\_\_ for a rural clustered subdivision.
- E. WHEREAS, King County has approved a final plat under King County application number \_\_\_\_\_ that permanently protects in tracts certain open on King County Parcel No(s). \_\_\_\_\_ legally described on attached Exhibit A.

### Declaration

**NOW, THEREFORE**, King County hereby declares as follows:



Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Exhibit 6**

**Temporary Buffer Release**

*After recording, return to:*

**BD Villages Partners, LP**  
**ATTN: Megan Nelson**  
**10220 NE Points Drive, Ste 310**  
**Kirkland, WA 98033**  
**(425) 898-2100**

**WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

<b>DOCUMENT TITLE(S)</b> (or transactions contained therein): <b>Release of Temporary Buffer</b>																		
<b>REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:</b>  <input type="checkbox"/> Additional reference #s on page ___ of document(s)																		
<b>GRANTOR(S)</b> (Last name first, then first name and initials) <b>KING COUNTY, a political subdivision of the State of Washington</b> <input type="checkbox"/> Additional names on page ___ of document																		
<b>LEGAL DESCRIPTION</b> (abbreviated: i.e., lot, block, plat or section, township, range) KING COUNTY PARCEL NOS. _____ <input checked="" type="checkbox"/> Additional legal is on Exhibit A of document																		
<b>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS</b> <table border="1"><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></table>																		

## RELEASE OF TEMPORARY BUFFER

THIS RELEASE OF TEMPORARY BUFFER (this "**Release**") is made as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by KING COUNTY, a political subdivision of the State of Washington ("King County").

### Recitals

- A. WHEREAS, BD Village Partners, LP owns property in Section 21 adjacent to the west border of the City of Black Diamond as described in the legal description attached as Exhibit A (the "Section 21 Property").
- B. WHEREAS, BD Village Partners, LP granted a temporary development buffer within the easternmost five hundred (500) feet of its Section 21 Property to King County (the "Temporary Buffer") in that certain Open Space Agreement between BD Village Partners, LP and King County dated December 17, 2009 (the "Open Space Agreement").
- C. WHEREAS, pursuant to the terms of the Open Space Agreement, the Temporary Buffer shall terminate when BD Village Partners, LP executes a fully approved and authorized development agreement with King County for a rural clustered subdivision within the Section 21 Property.
- D. WHEREAS, BD Village Partners, LP and King County have executed a development agreement dated \_\_\_\_\_ and recorded under King County Recording No. \_\_\_\_\_ for a rural clustered subdivision within the Section 21 Property.

### Declaration

**NOW, THEREFORE**, King County hereby declares as follows:

1. Release of Temporary Buffer. As the owner of the benefit of the Temporary Buffer, King County hereby terminates the Temporary Buffer referenced in the Open Space Agreement.
2. Controlling Effect. To the extent there is any conflict between this Release and the Open Space Agreement, this Release shall control.

*[signature on the following page]*

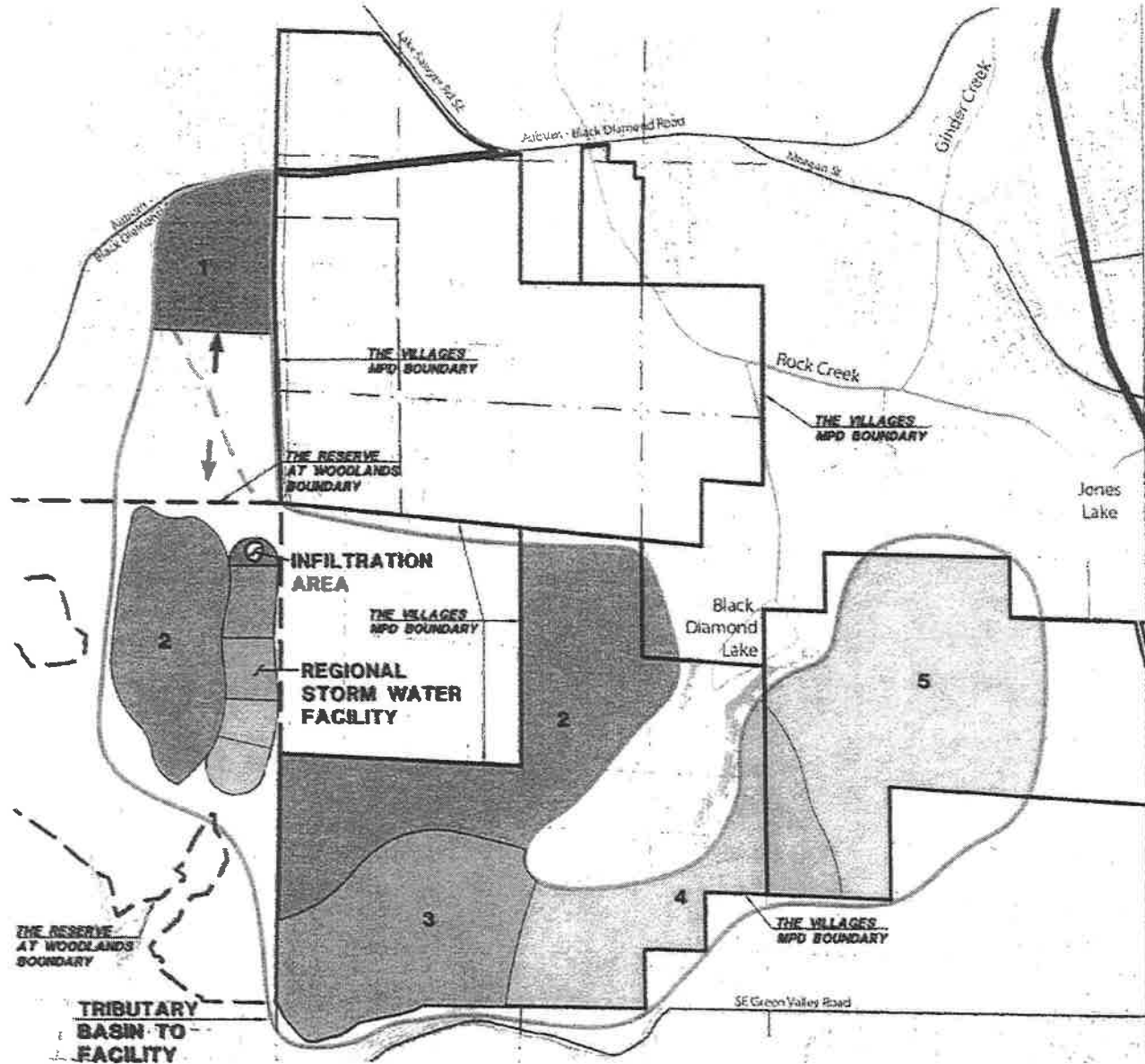


**EXHIBIT A**  
**Section 21 Property**  
**Legal Description**  
*[to be added]*

**Exhibit 7**

**Regional Stormwater Facility Basin Map**





**PHASING**

- 1. PHASE 1
  - a. INFILTRATION
  - b. RECEIVING HO WATER FOR TE
- 2. PHASE 2
  - a. INFILTRATION
  - b. WET POND WA TREATMENT 50
  - c. SECONDARY V POLISHING 60%
  - d. LIVE STORAGE
- 3. PHASE 3
  - a. INFILTRATION COMPLETE)
  - b. WET POND WA TREATMENT 75
  - c. SECONDARY V POLISHING 75%
  - d. LIVE STORAGE
- 4. PHASE 4
  - a. INFILTRATION COMPLETE)
  - b. WET POND WA TREATMENT 10
  - c. SECONDARY V POLISHING 100
  - d. LIVE STORAGE
- 5. PHASE 5
  - a. INFILTRATION COMPLETE)
  - b. WET POND WA TREATMENT (
  - c. SECONDARY V POLISHING (AL
  - d. LIVE STORAGE

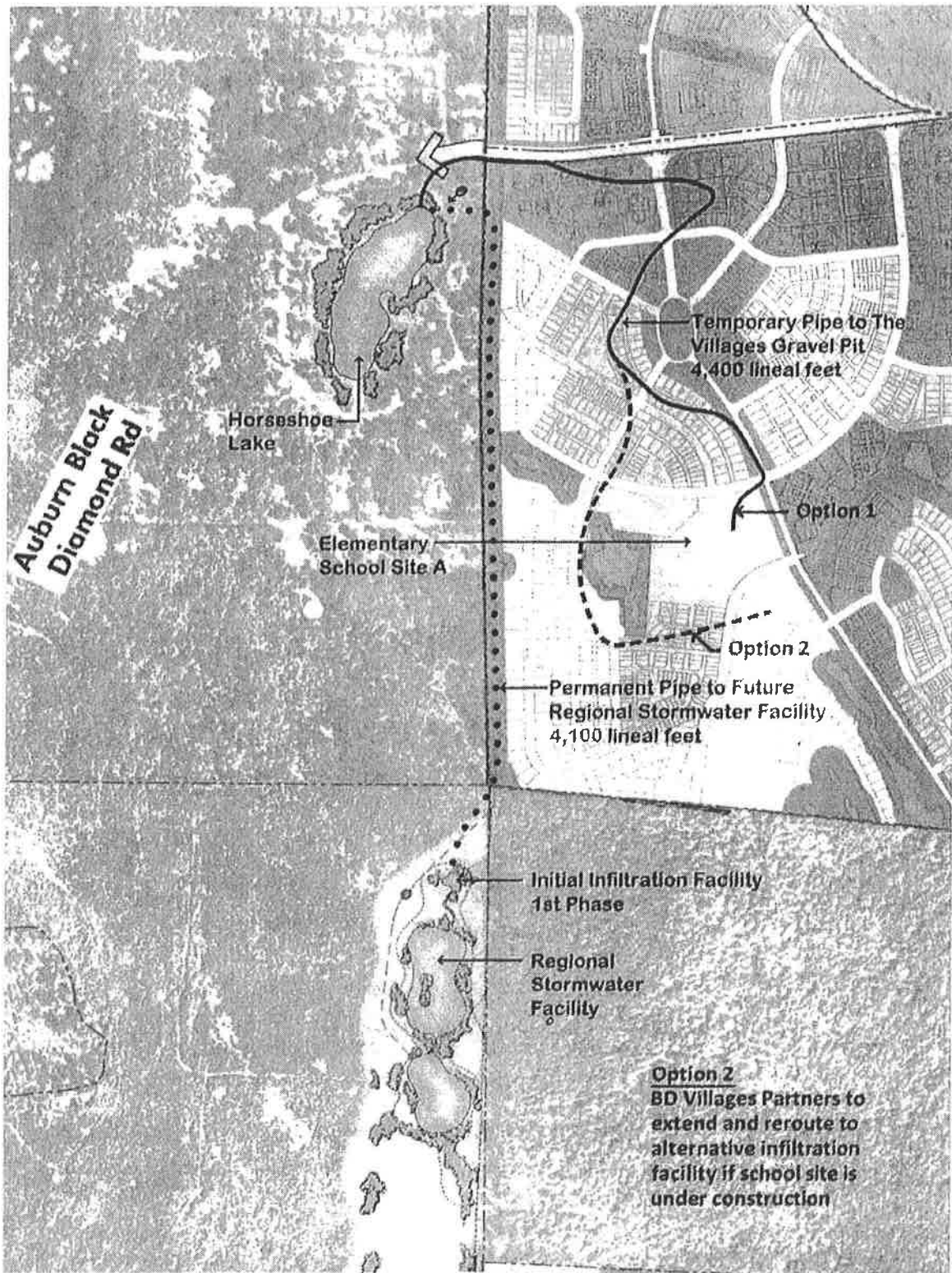


NOT TO SCALE



**Exhibit 8**  
**Pumping Plan Map**  
**[to be added]**





**Pumping Plan Map**  
**Exhibit 7**  
**Horseshoe Lake Pumping Options**  
**The Villages**

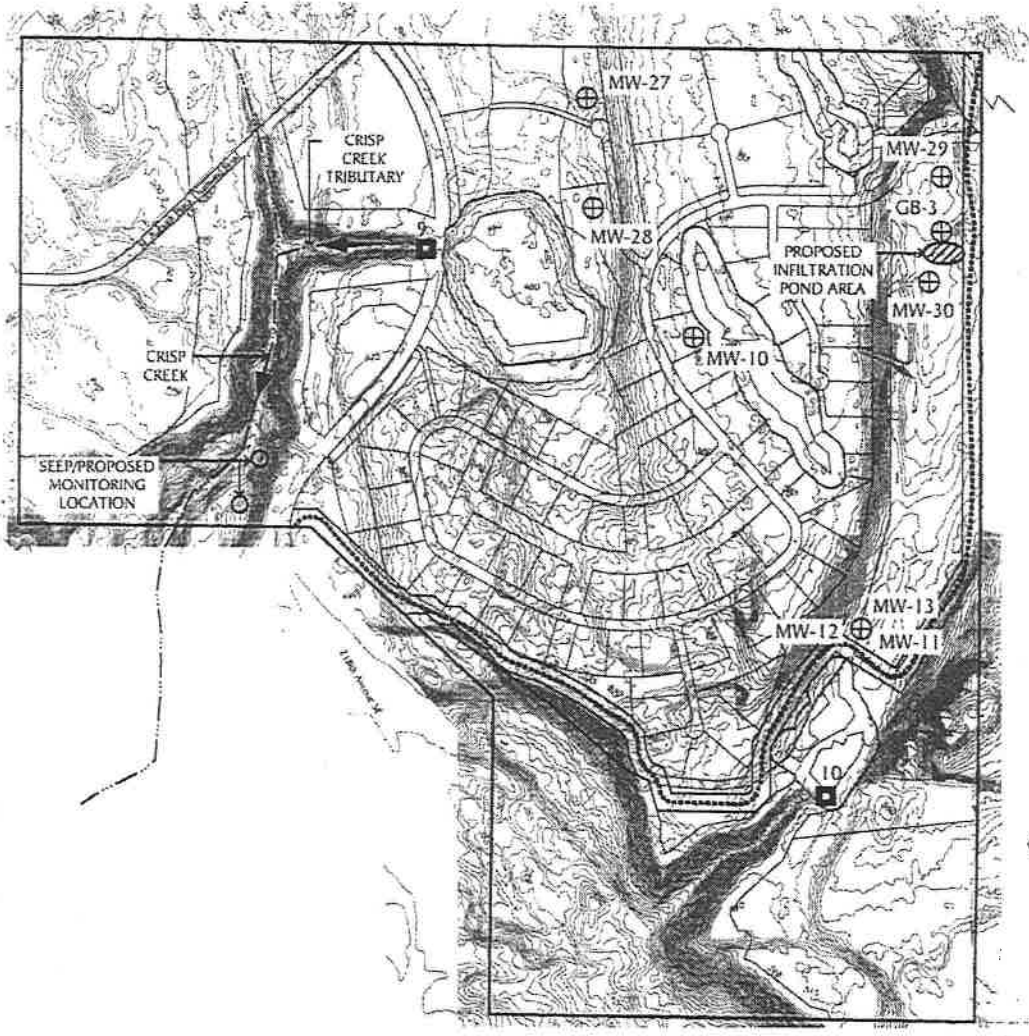


**Exhibit 9**  
**Monitoring Location Map**





Exhibit 9



LEGEND

- SEEP OBSERVED DURING RECONNAISSANCE STUDY
- EXISTING SURFACE WATER STATION
- ⊕ EXISTING MONITORING WELL
- ▨ PROPOSED INFILTRATION AREA

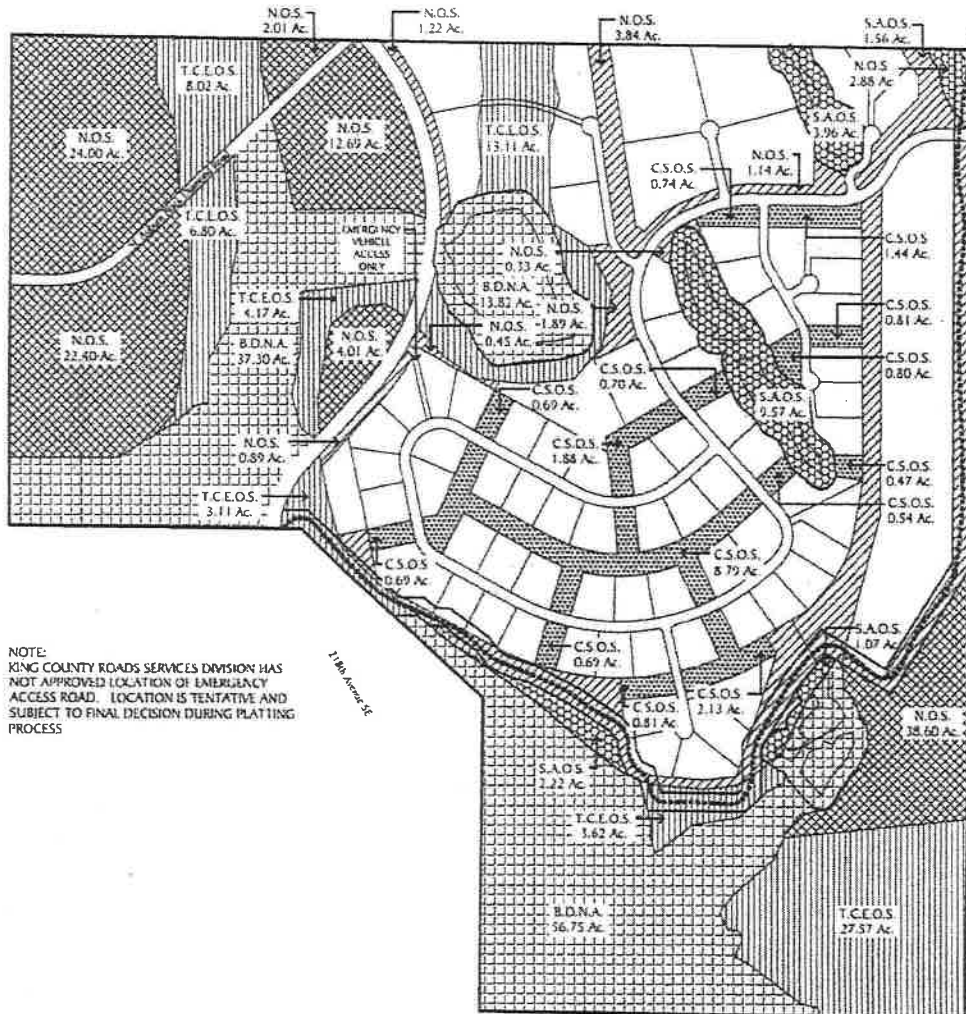




**Exhibit 10**  
**Trail & Open Space Map**  
**[to be added]**



# Exhibit 10



**Open Space Table**

	Temporary Conservation Easement (T.C.E.O.S.)
	Sensitive Area (S.A.O.S.)
	Natural Open Space (N.O.S.)
	Natural Open Space (N.O.S.) dedicated in future to King Co.
	Cluster Separator Open Space (C.S.O.S.)
	Black Diamond Natural Area Previously Dedicated
<hr/>	
	Total Open Space
	Total Open Space Including B

NOTE:  
KING COUNTY ROADS SERVICES DIVISION HAS NOT APPROVED LOCATION OF EMERGENCY ACCESS ROAD. LOCATION IS TENTATIVE AND SUBJECT TO FINAL DECISION DURING PLATTING PROCESS





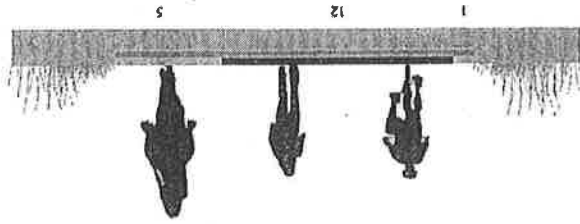
**Exhibit 11**

**Trail Cross-Section Exhibit**

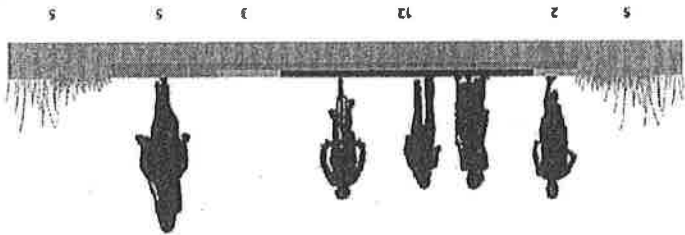




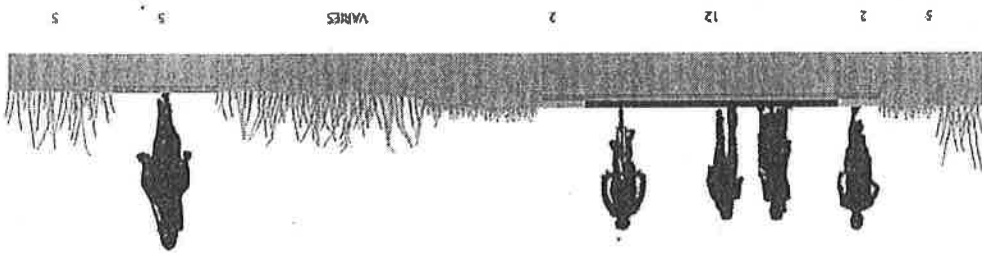
REDUCED SECTION, 18' TRAIL FACILITY PLUS 10' CLEAR ZONE



STANDARD SECTION, 22' TRAIL FACILITY PLUS 10' CLEAR ZONE



SEPARATED SECTION, VAINES



KING COUNTY DRAFT REGIONAL TRAIL STANDARDS, STANDARD SECTION WITH SOFT SURFACE TRAIL

