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MOTION NO. 7675

A MOTION authorizing the acquisition of certain lands on Little Mt. Si as an integral part of the view shed in the North Bend area.

WHEREAS, Mr. and Mrs. Barry Hankins own certain lands described herein as Exhibit A, and

WHEREAS, it has been deemed necessary and in the best interests of the citizens of King County to acquire portions of these lands described in Exhibit A to enhance the State of Washington's Natural Resource and Conservation Area and to develop the lands for hiking trails and other recreational purposes, and

WHEREAS, the lands owned by Mr. and Mrs. Barry Hankins described herein are more suitable for development, and will better serve the interests of the citizens of King County, than those lands now owned by King County and described herein, and

WHEREAS, King County owns certain lands described herein as Exhibit B, and that are surplus to the needs of King County, and

WHEREAS, the King County council may authorize the executive to exchange county property, including park property, in accordance with the provisions of R.C.W. 36.68.010, and K.C.C. 4.56, and

WHEREAS, the King County council has determined that the lands described herein as Exhibit B are surplus to the foreseeable needs of King County, and

WHEREAS, it has been recommended that the lands owned by King County and described herein as Exhibit B, be exchanged for the lands owned by Mr. and Mrs. Barry Hankins, and described herein as Exhibit A, and

WHEREAS, the King County council has determined it necessary and in the best interests of King County that the lands described herein as Exhibit B, owned by King County, be surplus and exchanged for those lands described herein as Exhibit A, owned by Mr. and Mrs. Barry Hankins, and

WHEREAS, Mr. and Mrs. Barry Hankins have agreed to convey to King County the 22.5 acres, more or less, described herein as Exhibit A, in exchange for a conveyance by King County of the six acres, more or less, described herein as Exhibit B, in accordance with the terms and conditions set forth in said Exhibit B, and

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WHEREAS, it has been determined by appraisal that the lands described herein as Exhibits A and B are of equal value, and

WHEREAS, the lands described herein as Exhibit A and owned by Mr. and Mrs. Barry Hankins has marketable timber with a value of \$71,400.00, and

WHEREAS, Mr. and Mrs. Hankins have agreed to convey the subject Exhibit A to King County for the sum of \$71,400.00, cash on closing, in addition to the conveyance by King County of those lands described herein as Exhibit B;

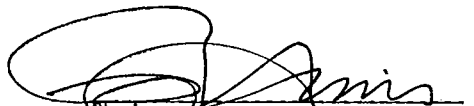
NOW, THEREFORE, BE IT MOVED by the Council of King County:

The King County council, having determined that the lands described herein as Exhibit B are surplus to the needs of King County, and having shown its interest by the passing of Motion No. 6481, and Ordinance No. 7736, does hereby authorize the King County executive to exercise that certain Option to Purchase, dated December 21, 1988, wherein Barry Hankins and Susan J. Hankins have agreed to convey the lands described herein as Exhibit A to King County in accordance with the terms and conditions set forth herein.


The King County executive is further authorized to execute any instruments necessary to complete the subject land exchange and acquisition at Little Mt. Si.

PASSED this 8th day of September, 1989

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

OPTION

7675

IN CONSIDERATION OF THE SUM OF _____, receipt of which is hereby acknowledged, the undersigned "Optionor," hereby grants to KING COUNTY "Optionee," its successors, and assigns, an exclusive and irrevocable Option for a period of 120 DAYS days from the date hereof to purchase the following described real property situated in King County, State of Washington:

TAX LOT 1

That portion of the NE 1/4 of the NE 1/4 and of the NW 1/4 of the NE 1/4 of Section 10, Township 23 North, Range 8 East, W. M., in King County, Washington, lying Easterly of the centerline of the channel of the middle fork of the Snoqualmie River; TOGETHER WITH those portions of vacated Mt. Si Road lying within the above described parcel that would attach by operation of law; EXCEPT from said NE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 10-23-8, E. W. M., those portions thereof lying Westerly of a line drawn contiguous with and 30 vertical feet above the line delineating the 100-year flood plain, as defined by elevation contours stated in "HUD KING COUNTY FLOOD BOUNDARY AND FLOOD WAYS."

Note: The legal descriptions herein are subject to change to reflect the results of any necessary engineering.

Upon the following terms and conditions:

1. If this Option is exercised:

(a) As soon as reasonably practicable thereafter, Optionor agrees to convey to Optionee by Special Warranty Deed, good and marketable title to said property free and clear of all liens, encumbrances, and restrictions, excepting only easements, restrictions, and reservations of record and to deliver an Owner's Policy of Title Insurance, insuring such title in the Optionee.

(b) The full purchase price for said property shall be \$71,400.00, and the conveyance of lands described in Exhibit A, in accordance with Terms and Conditions set forth in said Exhibit A, less the consideration paid by Optionee for this Option, and shall be payable by Optionee as follows: \$71,400.00 cash, and Deed to lands described in Parcel A on closing.

(c) The cost of said insurance, escrow and stamp taxes shall be paid by the Optionee. All assessments and property taxes payable during the years 1988 and 1989 shall be prorated at date of closing and paid by Optionor.

(d) Closing shall be in escrow. The escrow agency shall be Stewart Title Insurance Company.

2. If this Option is not exercised, the consideration paid by Optionee shall be retained by Optionor. If this Option is exercised and title is not conveyed and insured when and as provided above, said consideration shall be refunded to Optionee.

3. Notice of exercise of this Option shall be in writing and shall be effective when delivered personally to Optionor or upon being deposited as registered mail in a United States Post Office addressed to the Optionor at 11920 434th Southeast, North Bend, WA 98045, or by the acceptance and recording by the Optionee of the Warranty Deed above mentioned.

Dated this 21ST day of DECEMBER, 1988.

PLEASE PROCEED WITH THIS
TO ITS CONCLUSION.
Barbara Jenkins
5/9/89

By: Barbara Jenkins
Optionor
Title: Susan Jenkins
Date: 21 DECEMBER 1988

Mt. Si

82-10-192
File Name and No.

EXHIBIT A

That portion of the NE 1/4 of the NE 1/4 and of the NW 1/4 of the NE 1/4 of Section 10, Township 23 North, Range 8 East, W. M., in King County, Washington, lying Easterly of the centerline of the channel of the middle fork of the Snoqualmie River;

TOGETHER WITH those portions of vacated Mt. Si Road lying within the above described parcel that would attach by operation of law;

EXCEPT from said NE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 10, Township 23 North, Range 8 East, W. M., those portions thereof lying Westerly of a line drawn contiguous with and 30 vertical feet above the line delineating the 100-year flood plain, as defined by elevation contours stated in "HUD KING COUNTY FLOOD BOUNDARY AND FLOOD WAYS."

EXHIBIT B

That portion of the SE 1/4 of the NE 1/4 of Section 10, Township 23 North, Range 8 East, W. M., in King County, Washington, described as follows:

Beginning at the SE corner of said subdivision;
 thence North along the East line thereof 788 feet to the True Point of Beginning;
 thence continuing North to the NE corner of said subdivision;
 thence West along the North line of said subdivision to the East line of County road as conveyed to King County under Recording No. 2702686;
 thence Southerly along the Easterly line of said road to a point 788 feet North of the South line of said subdivision;
 thence East along a line 788 feet North of and parallel to the South line of said subdivision to the True Point of Beginning.
 EXCEPT that portion thereof lying Easterly of a line drawn contiguous with and 30 vertical feet above the line delineating the 100-year flood plain, as defined by elevation contours stated in "HUD KING COUNTY FLOOD BOUNDARY AND FLOOD WAYS," and
 ALSO EXCEPT that portion thereof lying within the margins of the vacated Mt. Si Road No. 2 (434th Avenue Southeast), 60 feet in width; and
 EXCEPT the following described portion thereof;

Beginning at the intersection of the East margin of 434th Avenue SE (Mt. Si Road No. 2, said road being 60 feet in width) with the North line of the SE 1/4 of the NE 1/4 of Section 10, Township 23 North, Range 8 East;
 thence Easterly, Southerly, and Westerly along an arc curve to the right, having a radius of 50 feet the center of which lies 50 feet South of the Point of Beginning along a line which is perpendicular to said North line of the SE 1/4 of the NE 1/4 of Section 10 to its intersection with the East margin of 434th Avenue SE;
 thence Northerly along said East margin to the Point of Beginning.

Reserving only unto the Optionee herein, a non-transferable easement for pedestrian walkway to be used as access by King County personnel or designated representatives, over, upon, and across the South 20 feet of the lands to be conveyed being in the SE 1/4 of the NE 1/4 of Section 10-12-8, East W. M.

1. Transfer of the land described in Exhibit "A" is subject to the said property being appropriately surplused and then approved for trade by normal County procedures.
2. The Optionor and Optionee herein, covenant and agree for themselves, their heirs, successors, and assigns, that neither of them shall log the lands described in this Agreement from the base of the cliff eastward up the mountain. Any cutting of timber or brush shall be limited to non-evergreens, except when necessary to control disease or enhance the quality of the environment, and will be subject to prior written approval by either party.
3. No fencing will be used on the pedestrian access easement.