

October 1, 1992  
DLT/dlt

Introduced by: LARRY PHILLIPS

Proposed No.: 92-754

MOTION NO. 8804

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A MOTION authorizing approval of the Interlocal Agreement with the City of Redmond for preservation of the Redmond Watershed.

WHEREAS, the Redmond Watershed Project was authorized by 1989 Open Space Bond Proposition as approved by Ordinance 9071 and approved by the voters of King County, and

WHEREAS, Ordinance 9071 authorizes the County Executive to enter into Interlocal Agreements with suburban cities of King County for the expenditure of funds under the 1989 Open Space Bond, and

WHEREAS, Ordinance 9071 directs Open Space Citizen Oversight Committee to review and make recommendations to the County Executive on implementation of the open space bond projects, and

WHEREAS, the Open Space Citizen Oversight Committee has reviewed the attached Interlocal Agreement and recommends approval by King County, and

WHEREAS the City of Redmond has approved the attached Interlocal Agreement;

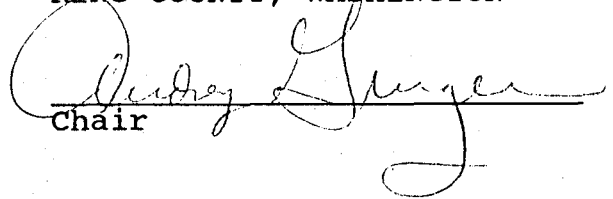
1 NOW, THEREFORE, BE IT MOVED by the Council of King County:  
2 The County executive is authorized to enter into and  
3 execute the attached Redmond Watershed Interlocal Agreement  
4 with the City of Redmond, providing for permanent preservation  
5 of the Redmond Watershed and development of a paved east-west  
6 trail.

7 PASSED this 12<sup>th</sup> day of October, 1992.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Chair

12 ATTEST:

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Clerk of the Council

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF REDMOND  
FOR DEVELOPMENT OF REDMOND WATERSHED TRAILS**

THIS AGREEMENT is entered into between the City of Redmond (hereinafter "Redmond") and King County (hereinafter "King County").

WHEREAS, on November 7, 1989, King County voters approved the issuance of bonds to finance the acquisition, construction, development, and improvement of public green spaces, greenbelts, open space, parks and trails, together with an excess property tax levy to pay the principal and interest on such bonds, all as authorized and placed on the ballot by King County Ordinance No. 9071, and

WHEREAS, a project commonly known as the "Redmond Watershed Trails" was included in the ballot proposition in the amount of One Million Five Hundred Eighty-Four Thousand Dollars (\$1,584,000), and

WHEREAS, King County Ordinance 9071 provides that, as a condition of the use of bond proceeds for the trail system project, the Redmond Watershed Property must be preserved and remain in passive recreational use by the general public in perpetuity, except for up to eighty (80) acres, which may be devoted by Redmond to future active recreational use, such as athletic fields, or to passive use, and

WHEREAS, Redmond and King County executed an interlocal agreement entitled "Interlocal Cooperation Agreement Between King County and City of Redmond - Open Space Acquisition Projects", hereinafter "the General Agreement," which provides that joint projects between King County and Redmond shall require the further agreement of both parties concerning the responsibilities of each, and

WHEREAS, Redmond, as the owner of the Redmond Watershed, and King County, as the sponsor of the ballot proposition, desire to retain the Redmond Watershed as a natural area for public use in perpetuity and to provide for the design and development of a recreational trail system on the Watershed Property, now, therefore,

FOR AND IN CONSIDERATION OF the mutual promises and obligations hereinafter set forth, the parties agree as follows:

**DESIGN AND CONSTRUCTION OF TRAIL SYSTEM**

1. Purpose of Agreement-Watershed Defined. The purpose of this Agreement is to fulfill the requirements of King County Ordinance

No. 9071 and the agreement between the parties entitled "Interlocal Cooperation Agreement Between King County and City of Redmond - Open Space Acquisition Projects" regarding the use of bond proceeds for development of, and for an agreeable program for operation, maintenance and administration of, recreational trails on the Redmond Watershed Property. For purposes of this Agreement, the Redmond Watershed Property is generally described as the contiguous land mass of approximately 800 acres owned by the City of Redmond as of June 1, 1989, lying east of the City limits and north of the road commonly known as N.E. Novelty Hill Road. The Redmond Watershed Property is legally described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by this reference as if set forth in full.

2. Availability and Use of Funds. Pursuant to King County Ordinance No. 9071, King County agrees to make available to Redmond the sum of One Million Five Hundred Eighty-Four Thousand Dollars (\$1,584,000) from the proceeds of the bonds authorized by such Ordinance. Redmond agrees to use all funds received from King County under this paragraph for the design, construction, reconstruction, repair, and installation of a recreational trail system on the Redmond Watershed Property. Redmond shall be entitled to submit invoices to King County for Redmond's costs of performing the design and construction provisions of this Agreement on a monthly basis. King County shall remit payment to Redmond within thirty (30) days of receipt of Redmond's invoice by the County. In the event that the actual cost of constructing the trail and support systems, including any costs expended on ancillary trails as specified below, is less than the \$1.584 million bond proceeds, the unused monies will revert back to King County's open space bond fund and be subject to reallocation. Redmond can apply for some of all of these funds to do other trail development in the Watershed but will stand in the same position as any other jurisdiction requesting use of the funds.

3. Design of Recreational Trail System and Supporting Improvements.

A. Agreed Design Parameters. Redmond shall develop a comprehensive design and development plan for a passive recreational trail and support system on the Redmond Watershed Property. The design of this system shall be within the sole discretion of Redmond, provided that the following design parameters are met:

1. The trail and support system shall be designed for pedestrian, equestrian, bicycle and other passive recreational uses. No motor vehicle use shall be allowed in that portion of the Watershed reserved for passive recreational uses, except as may be necessary for emergency, service and

maintenance vehicles within the developed trail area and except for motorized conveyances, such as motorized wheelchairs, which are necessary for access to the Watershed by the disabled.

2. The design shall make provision for and facilitate connection of the trail and support system with existing and proposed King County recreational trails in the vicinity of the Redmond Watershed Property. To this end, the trail system shall consist of a North-South regional connector trail and an East-West regional connector trail, together with parking facilities, restrooms, and other necessary ancillary and support facilities.
3. The design shall be consistent with the continued use and future development of a tract of up to twenty (20) acres in size within the Redmond Watershed Property to be used for active recreational purposes and parking areas as identified by Redmond. Redmond shall determine the exact location of this twenty (20) acre tract as part of the design process, but the same shall be located, in any event, south of the Puget Power right of way which bisects the Watershed Property in an east-west direction.

B. Paving. The design shall make the following provisions for the paving of trails in the Watershed:

1. The North-South regional connector trail will not be paved, now or in the future.
2. The \$1.584 million budget for the Watershed trails project will not be reduced because of the deletion of the pavement on the North-South regional connector. Any "cost savings" from not paving the North-South regional connector shall be used by Redmond for design and construction of either the North-South or East-West connector and support facilities, however, and shall not be used for the development of other trails in the Watershed.
3. The North-South regional connector trail will be designed and constructed as a soft surface trail. The route of the North-South connector is not strictly limited to the trail commonly known as

the "Gas Line" trail, but may meander through the Watershed in a North-South direction along a route agreed to by the parties as part of the design phase.

4. The trail design must include a paved East-West regional connector trail. This paved connector may be located either on the Puget Power right of way or south of that right of way in the active recreation area, at Redmond's option.
5. Redmond may, at its option, defer actual paving of the East-West regional connector trail until one or more of the events described in subparagraph (d) below occurs. If Redmond elects to defer the paving, then
  - a. The Puget Power trail will be constructed as a soft surface trail as part of this bond project;
  - b. Redmond may, but is not required to, construct a soft surface trail on the East-West route through the active recreation area as part of this project;
  - c. Redmond may utilize the "cost savings" from not paving the East-West regional connector trail, as determined during the design process, in order to develop ancillary trails or make other trail related improvements in the Watershed;
  - d. Redmond agrees to pave the East-West regional connector trail according to the following schedule
    - 1) At such time as a paved connection with the Puget Power trail is made by King County on the west side of the Watershed, Redmond will pave that portion of the East-West regional connector trail between the west boundary of the Watershed and the parking area to be constructed south of the Puget Power trail, or cause the same to be paved, at no cost to King County.
    - 2) At such time as a paved connection with the Puget Power trail is made by King

County on the east side of the Watershed, Redmond will pave that portion of the East-West regional connector trail between the east boundary of the Watershed and the parking area to be constructed south of the Puget Power trail, or cause the same to be paved, at no cost to King County.

- 3) In the event that King County makes paved connections with the Puget Power trail on both the east and west sides of the Watershed simultaneously, Redmond will pave the east-west regional connector trail in its entirety, or cause the same to be paved, at no cost to King County.

King County agrees to give Redmond two years' notice before any paved connection to the Puget Power trail is made; and

- e. Redmond can elect to pave the East-West regional connector trail sooner than the time at which King County makes the paved connection, but not later.

C. Additional Redmond Design Parameters. King County agrees that the following design parameters expressed by Redmond are consistent with the intent and requirements of King County Ordinance No. 9071:

1. Redmond's water utility may utilize those areas currently owned by that utility for any purpose consistent with that ownership and consistent with the provisions of Paragraph 6(B) of this Agreement, provided, that such uses must be consistent with the trail master site plan improvements.
2. Redmond may reserve up to five (5) acres of the Watershed Property from this transaction to be used for a non-commercial, i.e., City generated material only, composting and nursery site. No bond proceeds shall be spent for the design, construction or operation of this site. The nursery and composting site shall be located south of the northern boundary line of the Puget Power right of way which bisects the Watershed in an east-west direction, with the precise location

and area to be determined as part of the design process for the Watershed trails. The provisions of this Agreement shall have no application to the nursery and composting site upon determination of its location and said site shall be in all respects removed from this transaction at that time.

3. Up to twenty (20) acres within the Watershed Property may be reserved by Redmond for future active recreational uses. The parties acknowledge that Redmond is currently discussing utilization of a portion of the twenty (20) acre reserve by the Lake Washington School District for the location of athletic fields and other active recreational facilities in conjunction with the potential location of a school on adjacent property. King County will consent to joint development of the twenty (20) acre site with another public agency for recreational purposes only, so long as the site as developed remains available for public use. The site as developed will be deemed to be available for public use if Redmond licenses its use in accordance with Redmond's policies and procedures for licensing of Redmond park property generally.

C. Consultants. In the event that the services of a professional architect, engineer or planning consultant are required in order to assist in the design process, or to design the recreational trail and support system, Redmond shall be solely responsible for the selection, retention and payment of any such consultant, provided that Redmond may invoice the County for reimbursement of all costs of such services pursuant to paragraph 2 above and subject generally to the terms and conditions of this agreement.

D. County Review and Comment. The trail and support system design, and the location of the twenty (20) acre reserve, will be provided to King County for approval prior to construction, which approval shall not be unreasonably withheld. Such approval shall be made in writing by the King County Parks Division Manager.

4. Construction. Upon Redmond and King County's approval as to the design of the trail and support system and after obtaining all necessary development approvals, Redmond shall construct and develop, or provide for the construction and development of, the recreational trail and support system on the Redmond Watershed Property. Preparation of all construction documents, award of a



contract for construction, administration and oversight of the construction contract, and inspection of the work and final acceptance upon completion shall be the sole responsibility of, and within the sole discretion of, Redmond, provided, that any substantial deviation from the approved design shall require the approval of King County.

5. Redmond's Obligation to Maintain, Operate and Administer.

- A. King County Ordinance No. 9071 obligates King County to maintain, operate and administer the recreational trail and support system until such time as the Redmond Watershed Property has contiguous boundaries with Redmond. King County has requested that Redmond assume the obligation to maintain, operate and administer the recreational trail and support system upon completion of construction, and Redmond hereby agrees to assume sole responsibility for the same, provided that King County pays Redmond's cost of maintenance, operation and administration as provided in this paragraph. While the parties agree that the initial maintenance, operation and administration costs of the trail and support system can be estimated, the parties understand that the long-term level of maintenance, operation and administration that will be required cannot be determined until the improvements are completely designed and in operation. The parties therefore agree that King County will pay Redmond the sum of Thirty Thousand Dollars (\$30,000) upon the opening of the trail and support system to the general public, as Redmond's cost of maintenance, operation and administration through December 31, 1993. This amount is based upon an anticipated opening of the trail and support system to public use on or about October 1, 1992. In the event that the trail and support system does not open to the general public until after October 1, 1992, this amount shall be prorated for the remaining period between the time of opening and December 31, 1993. In the event that the trail and support system are open to the public before October 1, 1992, the amount of the payment shall be increased prorata to provide for the additional maintenance, operation and administration expense.
- B. Not later than May 31, 1993, the parties shall meet to negotiate an agreement for Redmond's maintenance, operation and administration of the recreational trail and support system for a five (5) year period commencing January 1, 1994 and ending December 31, 1998. The agreement shall provide for King County's payment to Redmond of annual amounts to be used by

Redmond for maintenance, operation, and administration of the trail and support system. In the event that the parties cannot reach agreement by January 1, 1994, the parties shall submit the matter to binding arbitration as provided in this Paragraph. The matter shall be arbitrated by a panel of three (3) impartial arbitrators according to the rules of the American Arbitration Association. Each party shall select one member of the arbitration panel and the two arbitrators so chosen shall select the third member. Each member of the panel shall have expertise in park maintenance, administration and operation. The task of the arbitration panel shall be to determine the cost of maintaining, administering and operating the trail and support systems constructed under the approved master plan to the standards then applicable to comparable trails and recreational uses in unincorporated King County for the period from January 1, 1994 to December 31, 1998. The decision of the arbitration panel shall be final and binding upon the parties and the amounts so determined shall be the amounts to be paid by King County to Redmond for the period indicated. Each party shall be solely responsible for compensation of the arbitrator selected by it, and the remaining costs of the arbitration, including, but not limited to, the compensation of the third arbitrator, shall be split equally between the parties.

- C. The process set forth in subparagraph (B) above shall be followed for each succeeding five year period beginning on or after January 1, 1999, provided, that King County may terminate the obligation to pay maintenance, operation and administration costs for the trail and support systems at such time as the Redmond Watershed Property has contiguous boundaries with the remainder of Redmond, if King County determines, through its normal legislative process, that termination is in the interest of county citizens.
- D. Redmond shall use all monies paid under this paragraph for operation, maintenance and administration of the recreational trail and support system.

#### MISCELLANEOUS PROVISIONS

##### 6. Ownership and Use of Watershed Property.

- A. Nothing in this Agreement shall be construed as granting King County any ownership interest in the Watershed Property other than as expressly provided herein. Redmond shall at all times remain the owner of

the Watershed Property and, upon completion of the recreational trail and support systems, Redmond shall become the owner of those improvements. Redmond agrees to grant King County an easement for recreational trail purposes in, over, along and across those trails and trail support systems improved with bond proceeds. The easement shall be substantially in the form attached hereto as Exhibit C and incorporated herein by this reference as if set forth in full. The legal description of the easement shall be determined as part of the design and construction process.

- B. Redmond agrees that the Redmond Watershed Property will be preserved and remain in passive recreational use by the general public in perpetuity except for that portion which is set aside for active recreational uses as specified elsewhere in this Agreement and except for that portion to be used as a nursery and composting site and removed from this transaction pursuant to Paragraph 3(C) above. In order to fulfill this obligation, Redmond agrees to record a conservation easement running with the remaining portion of the Watershed Property in the form attached hereto as Exhibit D and incorporated herein by this reference as if fully set forth. King County may, without limiting any other remedy or action otherwise available to it, enforce this conservation easement. The conservation easement may be removed from the land or changed only with the consent of King County, and only after the City of Redmond and King County each hold a public hearing to consider any such removal or change.
- C. The easements to be granted to King County pursuant to subparagraphs (A) and (B) above shall be subject to all terms and conditions of this Agreement, and specifically, to the provisions of subparagraphs (E) and (F) below.
- D. Redmond shall schedule all organized use of the trail and support systems by King County and shall make the trail and support systems available for passive recreational use by all County residents.
- E. Notwithstanding any other limitation in this Agreement, Redmond's water utility may utilize those areas currently owned by that utility for any purpose consistent with that ownership and with the terms and conditions of Paragraph 6(B) of this Agreement, provided, that such uses must be consistent with the trail master site plan improvements.

F. Redmond's fees and charges for use of the trail and support systems shall be the same for City and County residents. Revenues derived from enrollment or entry fees from classes or other recreational activities sponsored by King County or Redmond and held on the Watershed Property shall belong solely to the sponsoring agency. Any and all other revenues derived from the Watershed Property or any portion thereof shall belong solely to Redmond.

7. Signs. As part of the construction of the recreational trail and support system, and subject to reimbursement by King County, Redmond shall be responsible for placing all necessary signs on the property. Sign placement and design shall be part of the overall design of the trail system and shall be approved by both parties as part of that process.

8. Indemnity.

A. Redmond agrees to indemnify, defend and hold harmless King County, its appointed and elected officials, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death to persons, or damage to property, which is caused by or arises out of, directly or indirectly, Redmond's design, development, construction, maintenance or operation of the recreational trail and support systems on the Redmond Watershed Property, provided, however, that

- 1) Redmond's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damages caused by or resulting from the sole negligence of King County, its appointed and elected officials, agents or employees; and
- 2) Redmond's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of King County and Redmond shall apply only to the extent of Redmond's negligence.

B. With respect to this Agreement and as to claims against King County, its elected and appointed officials, agents or employees, only, Redmond agrees to waive Redmond's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by Redmond's employees which is caused by or arises out of

Redmond's design, development, construction, operation or maintenance of the recreational trail and support systems on the Redmond Watershed Property.

9. Insurance.

- A. Redmond shall procure and maintain comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, Redmond's design, construction, operation or maintenance of the trail master site plan improvements as provided in this agreement.
- B. Redmond shall maintain limits on the Comprehensive General Liability insurance required by this paragraph of at least \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- C. Redmond's current self-insured retention is \$100,000. Any increase in such self-insured retention as to this Agreement must be declared to King County.
- D. The insurance policy provided under this paragraph must contain, or be endorsed to contain, the following provisions:
  1. King County, its officials, employees, and volunteers are to be covered as insureds as respects negligent acts, errors or omissions of Redmond, its officers, officials, employees and volunteers in the performance of this Agreement.
  2. Redmond's insurance coverage shall be primary insurance as respects King County, its officers, employees, and volunteers as respects Redmond's negligent acts, errors or omissions. Any insurance or self-insurance maintained by King County, its officials, employees, or volunteers shall be excess of Redmond's insurance as respects Redmond's negligent acts, errors or omissions and shall not contribute with it.
  3. Coverage shall state that Redmond's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
  4. The insurance policy shall be endorsed to state that the carrier will endeavor to provide at least thirty (30) days advance notice to King

County of any suspension, voiding, cancellation or reduction in coverage.

5. Redmond agrees to promptly notify King County of any notice received by Redmond concerning any change in the policy noted above and, to the extent feasible, to give notice thirty (30) days in advance of the change.

E. Redmond will furnish King County with certificate(s) of insurance with original endorsement(s) effecting coverage required by this paragraph. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be provided to King County prior to opening of the trail master site plan improvements to the general public. King County reserves the right to require complete, certified copies of all required insurance policies at any time.

10. Enforcement. In addition to any other remedy provided by law, either party may, at its discretion, maintain a lawsuit to compel specific performance of the terms and conditions of this Agreement or to otherwise enforce its provisions, through injunctive or other relief, and the prevailing party in any such action shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

11. Notices. Required notices, with the exception of legal process, shall be given in writing to the following respective addresses:

To Redmond: Mayor  
City of Redmond  
15670 NE 85th  
Redmond, WA 98052

To King County: King County Executive  
ATTN: Parks Division Manager  
King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

12. Assignment. Neither party shall assign or subcontract any of the obligations provided by this Agreement without the express written consent of the other, provided, that no such consent shall be necessary for Redmond to subcontract any of the design, development, construction, maintenance or policing obligations if,

in the sole discretion of Redmond, it is to Redmond's advantage to do so.

13. Non-Waiver. No waiver of any condition, provision or covenant in this Agreement or any breach thereof, shall be taken to constitute waiver of any other condition, provision, covenant or breach.

14. Severability. In the event that any section, paragraph, sentence, term or clause of this Agreement conflicts with applicable law or is found by any court having jurisdiction to be contrary to law, such conflict shall not affect other sections, paragraphs, sentences, terms or clauses of this Agreement which can be given effect without the conflicting provisions and to this end the terms of this Agreement shall be deemed to be severable.

15. Entire Agreement - Amendments. This Agreement and the General Agreement, whose terms are hereby incorporated by this reference, shall constitute the entire agreement between the parties pertaining to the recreational trail and support systems on the Redmond Watershed Property. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.

EXECUTED BY the City of Redmond this \_\_\_\_ day of \_\_\_\_\_, 1992.

CITY OF REDMOND

\_\_\_\_\_  
Rosemarie Ives, Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Doris Schaible, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

EXECUTED BY King County this \_\_\_ day of \_\_\_\_\_, 1992.

KING COUNTY

Tim Hill, County Executive

APPROVED AS TO FORM:  
OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY:

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



## CONSERVATION EASEMENT REGARDING RECREATIONAL USE OF PROPERTY

WHEREAS, on November 7, 1989, King County voters approved the issuance of bonds to finance the acquisition, construction, development, and improvement of public open spaces, greenbelts, parks and trails, together with an excess property tax levy to pay the principal and interest on such bonds, all as authorized and placed on the ballot by King County Ordinance No. 9071, and

WHEREAS, Ordinance No. 9071 provides that, as a condition of receipt of bond funds, the Redmond Watershed Property, as described on Exhibit 1 attached hereto, will be preserved and remain in passive recreational use by the general public in perpetuity, except that up to eighty (80) acres may be reserved for future active recreational use, such as athletic fields, and

WHEREAS, Redmond and King County have agreed, in an instrument entitled "Interlocal Cooperation Agreement Between King County and the City of Redmond for Development of Redmond Watershed Trails," dated \_\_\_\_\_, 1992, that the method to be used to meet the passive recreational use restrictions should take the form of a conservation easement running with the land, now, therefore,

IN CONSIDERATION OF the receipt of the proceeds of bonds issued for the Redmond Watershed Trails Project pursuant to King County Ordinance No. 9071, the City of Redmond conveys and grants to King County, a perpetual, nonexclusive easement, as follows:

1. Watershed Defined. For purposes of this easement, the Redmond Watershed Property is generally described as the contiguous land mass of approximately 800 acres owned by the City of Redmond as of June 1, 1989, lying east of the City limits and north of the road commonly known as N.E. Novelty Hill Road, minus an area of approximately 5 acres in size, the location of which has been agreed upon by the parties and which Redmond currently intends to use for a non-commercial, i.e., City-generated materials only, composting and nursery site. For purposes of this easement, the Redmond Watershed Property is legally described on Exhibit 1 attached hereto and incorporated herein by this reference as if set forth in full.

2. Easement. King County is hereby granted a perpetual nonexclusive easement in the Redmond Watershed Property in order to ensure that the same will be preserved and remain in passive recreational use by the general public in perpetuity, provided, however, that

- A. Notwithstanding any other limitation herein, Redmond's water utility may utilize those areas currently owned by that utility for any purpose consistent with that ownership and consistent with passive recreational use by the general public, and more specifically with the trail master site plan, in perpetuity; and
- B. Up to twenty (20) acres within the Watershed Property and south of the Puget Power right of way may be reserved by Redmond for future active recreational uses and for parking areas as provided in the Interlocal Cooperation Agreement referred to above. The location of the twenty (20) acre tract shall be determined as part of the design process for the trail and support system, but the same shall be located, in any event, south of the Puget Power right of way which bisects the Watershed Property in an east-west direction.

3. Motorized Vehicles. No motor vehicle use shall be allowed in that portion of the Watershed reserved for passive uses, except as may be necessary for emergency, service and maintenance vehicles within the developed trail area and except for motorized conveyances, such as motorized wheelchairs, which are necessary for access to the Watershed by the disabled.

4. Paving. There shall be no paving of any north-south trail in the Watershed, with the possible exception of an interpretive and/or handicapped accessible recreational trail to be located south of the Puget Power right of way, and any necessary access thereto. Paving of an east-west trail, if any, shall be governed by the terms and conditions of the Interlocal Agreement.

5. Binding Effect. This instrument shall be recorded with the King County Recorder, shall constitute an easement and covenant running with the land described on Exhibit 1, and shall be binding upon the City of Redmond and King County, their successors in interest and assigns as to such land. This easement may be removed from the land or changed only with the agreement of both parties, and only after the City of Redmond and King County have each held a public hearing to consider any such removal or change.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

GRANTOR, CITY OF REDMOND

\_\_\_\_\_  
ROSEMARIE M. IVES, MAYOR

ATTEST/AUTHENTICATED

\_\_\_\_\_  
DORIS A. SCHAIBLE, CITY CLERK

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

GRANTEE, KING COUNTY

\_\_\_\_\_  
TIM HILL, COUNTY EXECUTIVE

APPROVED AS TO FORM:  
OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY:

\_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me personally appeared Rosemarie M. Ives and Doris A. Schaible, to me known to be the Mayor and City Clerk, respectively, of the City of Redmond described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

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

NOTARY PUBLIC in and for the  
State of Washington, residing  
at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me personally appeared Tim Hill, to me known to be County Executive of King County described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

NOTARY PUBLIC in and for the  
State of Washington, residing  
at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_