

December 15, 1994
CVG 420B2

Introduced by: _____

Proposed No.: 94-820

ORDINANCE NO.

11937

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AN ORDINANCE authorizing the conveyance of certain parks, recreation and open space properties to the city of Newcastle (formerly known as the city of Newport Hills).

PREAMBLE

1. The county desires to divest itself of ownership, management and financial responsibility for local parks, recreation and open space facilities located within city boundaries, as outlined in Motion 8056.

2. The city, incorporated on September 30, 1994, has agreed to accept ownership and responsibility for maintaining and operating parks and recreation properties located within the city limits.

3. The King County executive has determined that, because of the agreement of the city to operate and maintain the properties in perpetuity as public parks, recreation facilities and open space, the property is surplus to the foreseeable needs of the county and should be conveyed to the city subject to the terms and conditions of the interlocal agreement authorized by Motion 9374.

4. In consideration of the mutual benefits to be derived, it would be in the best interests of the citizens of King County to convey the lands described herein to the city.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive, on behalf of the citizens of King County, is hereby authorized to execute deeds of conveyance in favor of the city of Newcastle (formerly known as Newport Hills) for those properties listed in the approved interlocal agreement, attached hereto as Attachment 1.

INTRODUCED AND READ for the first time this 23rd day of January, 1995
PASSED by a vote of 13 to 0 this 28th day of August, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 8th day of September, 1995

Ray Focher
King County Executive

Attachment: Interlocal Agreement

11937

**Interlocal Agreement Between
King County and the City of Newport Hills**

Relating to the Ownership, Funding, Operation and Maintenance
of Parks, Open Space, Recreation Facilities, and Programs

This Agreement is made and entered into this day by and between the City of Newport Hills, hereinafter called "City", and King County, hereinafter called "County", as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS, the City will incorporate an area of previously unincorporated King County on September 30, 1994; and

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property inside its boundaries; and

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreational facilities and programs inside the City boundaries; and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption;

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title

- 1.1. Within thirty days after the execution of this agreement, King County shall convey to the City by deeds full interest in the following listed parks and open space and recreation properties:

Lake Boren Park, located at 131st Ave SE and SE 81st Street, consisting of 18.05 acres more or less; and Hazelwood Park, located at SE 74th Street and 121st Ave SE, consisting of 7.3 acres, more or less; and that portion of May Creek Park within the city limits, located at I-405 East to Coal Creek Parkway, consisting in total of 129.38 acres more or less; all as more fully described in Attachment A to this document, by this reference made a part hereof.

The deed to said properties and improvements (the "facility") shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants, and the following specific covenants pertaining to use and assessment of fees:

"The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the facility for property of equal or greater parks and

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Parks Interlocal Agreement: Newport Hills

recreational value or open space value. The City further covenants that it will not limit access to the facility so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate for non-City residents as for the residents of the City, unless the City has imposed a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents."

- 1.2. The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.

2. Responsibility for Operations, Maintenance, Repairs and Improvements.

- 2.1. Effective January 1, 1995, the City agrees to accept the facility listed in section 1.1 above in as is condition, and to assume full and complete responsibility for operations, maintenance, repairs and improvements of said facility. The responsibility includes, but is not limited to hiring and control of personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment. Until the date of execution of this agreement, the County agrees to continue to operate, maintain and repair the facility listed in section 1.1 above and to operate any previously scheduled recreation programs in said facility. The County further agrees to perform maintenance of the facility during the period from the date of execution to January 1, 1995 at about the same level as that performed during 1993.

3. Interjurisdictional Cooperation

- 3.1. The City hereby agrees to assume responsibility for the interjurisdictional cooperative planning for the use of May Creek Park. Planning for said facility shall include representation from the city of Renton, which owns portions of the May Creek Greenway. The City hereby covenants to work cooperatively with the City of Renton in all matters pertaining to the long term use of the May Creek Greenway.
- 3.2. The County supports the eventual completion of the May Creek Greenway from May Creek to the Cougar Mountain Regional Park, and commits to assist the City in this long term goal through participation in public forums, information, correspondence, public appearances and similar demonstrations of providing support for this project. Nothing herein shall be construed to imply or commit financial resources of the County to said project.

4. Interim Cost Sharing for Operation and Maintenance

- 4.1. Upon execution by both parties of this agreement, for the year 1995 only, the County will convey to the City the amount listed below by the date specified below, to be used exclusively for the operations, maintenance and improvements of the facilities listed in section 1.1 above:
March 1, 1995, the County shall pay the City \$10,000.
5. Uses of Facilities During Transition Period
- 5.1. The parties agree there will be a transition period from the date of execution by both parties until January 1, 1995, and during said transition period to avoid disruption of service to the public.
- 5.2. Any revenues from facility use and recreational programs during the transition period shall accrue to the County. Revenues from facility use and recreational programs after the City assumes full ownership and maintenance responsibility on January 1, 1995 will accrue to the City.
- 5.3. All recreational planning and program development during the transition period will be provided by King County staff. The King County Parks staff will work cooperatively with the City of Newport Hills to provide program and service information to the City during the transition period so that the City has technical and programmatic information available to it in order to prepare for full assumption of responsibility on January 1, 1995.
6. Duration. This Agreement shall be effective upon signature and authorization by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.
7. Indemnification and Mutual Hold Harmless.
- 7.1. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, relating to this site, which are caused by or result from a negligent act or omission of King County, its officers, agents and employees that occurred prior to the effective date of the transfer of title of the property listed in section 1.1 to the City.
- 7.2. The City shall indemnify and hold harmless King County and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, relating to this site, which are caused by or result from a

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Parks Interlocal Agreement: Newport Hills

negligent act or omission of the City, its officers, agents and employees that occur on or after the effective date of the transfer of title of the property listed in section 1.1 to the City.

- 7.3. The City's and the County's indemnification in this section shall survive this Agreement.
8. Non-Discrimination. The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.
9. Audits and Inspections. In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
10. Waiver and Amendments. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.
11. Default.
- 11.1. In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.
- 11.2. In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
- 11.3. Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.
- 11.4. Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the obligations, terms and conditions set forth in this agreement are breached by the other party.

12. Entire Agreement and Modifications. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

13. Administration of Agreement.

13.1. The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall each notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.

13.2. Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the City of Newport Hills City Manager and the County Director of Parks, who shall resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Newport Hills

Ray Lohr
King County Executive

R. Ryan
City Manager Res. No. 51

Sept 29, 1994
Date
Approved as to Form

9-26-94
Date
Approved as to Form

Robert J. ...
King County
Deputy Prosecuting Attorney

Rod Kaseguma
City Attorney

9-29-94
Date

9/26/94
Date

OFM: September 19, 1994
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LEGAL DESCRIPTIONS - ATTACHMENT A

HAZELWOOD PARK

Portion of N 1/2 of SW 1/4 of Section 28, Township 24 North, Range 5 East, W.M., described as follows: Beginning at S.E. corner of NW 1/4 of NW 1/4 of said SW 1/4; thence S.88-02-33 E. along South line of N 1/2 of NW 1/4 of SW 1/4 121.96 ft. to true point of beginning; thence N.01-35-31 E. 171.42 ft.; thence N.22-49-19 W. 136.58 ft.; thence N.84-02-36 E. 120.84 ft.; thence S.69-16-21 E. to East line of West 952.13 ft. of said subdivision; thence N.00-56-18 E. along said East line 72.34 ft.; thence S.87-59-00 E. 425.85 ft.; thence along curve to left the center of which bears N.18-34-26 W. a radius of 30 ft. a distance of 63.38 ft. to a point of reverse curve; thence along curve to the right a radius of 35 ft. a distance of 92.69 ft. to the Westerly margin of S.E. 73rd Pl.; thence S.00-00-37 W. 15.62 ft. to a point on Northerly line of Lot 20, Hazelwood Hills No. 2; thence along a curve to left the center of which bears S.21-33-21 W. a radius of 20 ft. a distance of 56.26 ft. to a point of reverse curve; thence along curve to right a radius of 45 ft. a distance of 70.88 ft.; thence S.49-28-40 E. 365.85 ft.; thence N.31-58-00 E. 25 ft.; thence S.72-41-33 E. 210.86 ft.; thence S.87-59-00 E. 90 ft.; thence S.28-35-21 E. 96.38 ft.; thence N.88-02-33 W. 1264.27 ft. to point of beginning, TOGETHER WITH Tract G, Lake Washington Ridge No. 2, as recorded in Volume 152 of Plats, pages 42-45, records of King County, Washington

SUBJECT TO: An easement for electric transmission line as recorded under Auditor's File No. 2381932. An easement for walkway purposes as recorded under Auditor's File No. 7102250380.

LAKE BOREN PARK

That portion of the vacated plat of Newport Riviera, as recorded in Volume 94 of Plats, pages 13-15, records of King County, Washington, lying within Section 28, Township 24 North, Range 5 East, W.M., in King County, Washington.

TOGETHER WITH that portion of said Newport Riviera; Lots 6 & 7, Block 1, C.D. Hillman's Lake Washington Garden of Eden No. 8, as recorded in Volume 16 of Plats, page 67, records of King County, Washington; Vacated Main Street (S.E. 84th St.); Vacated Berkshire St. (130th Pl. S.E.); and the abandoned Pacific Coast Railway Right of Way; ALL of Section 33, Township 24 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the N.E. corner of said Sec. 33; thence S.0-46-51 W. a distance of 920.03 ft.; thence N.89-13-09 W. a distance of 140.63 ft.; thence S.27-32-00 W. a distance of 9.70 ft.; thence S.0-46-51 W. a distance of 189.09 ft.; thence S.1-49-57 W. a distance of 27.52 ft. to a point on the arc of a curve, the center of which bears S.9-05-07 E.; thence Westerly along the arc of the curve to the left, said curve having a radius of 528.00 feet through a central angle of 8-38-05 a distance of 79.57 ft.; thence S.72-16-48 W. a distance of 16.20 ft. to a point of curve; thence Westerly along the arc of a curve to the left, said curve having a radius of 878.00 ft. through a central angle of 26-41-12 a distance of 408.95 feet to the Easterly margin of the City of Seattle Mercer Island Pipeline Right of Way as established by King County Superior Court Cause No. 486190; thence N.0-52-52 E. along said Easterly margin a distance of 1,394.68 ft. to the North line of said Sec. 33; thence S.88-08-16 E. along said North line a distance of 579.86 ft. to the point of beginning;

TOGETHER WITH that portion of said Lot 7; said Vacated Main St. (S.E. 84th St.); said Vacated Berkshire St. (130th Pl. S.E.); and said abandoned Pacific Coast Railway Right of Way, described as follows: Beginning at the N.E. corner of said Section 33; thence S.0-46-51 W. along the East line thereof a distance of 1,248.96 ft. to the SELY margin of said Pacific Coast Railway Right of Way and the true point of beginning of the herein described tract; thence N.69-35-00 W. a distance of 144.30 ft. to a point on the arc of a curve, the center of which bears S.9-05-07 E.; thence Westerly along the arc of a curve to the left, said curve having a radius of 472.00 ft. through a central angle of 8-38-05 a distance of 71.13 ft.; thence S.72-16-48 W. a distance of 16.20 ft. to a point of curve; thence Westerly along the arc of a curve to the left, said curve having a radius of 822.00 ft. through a central angle of 14-53-42 a distance of 213.69 ft. to the centerline of said Vacated Main St.; thence S.88-23-44 E. along said centerline and the Easterly extension thereof a distance of 70.36 ft. to the Easterly margin of said vacated Berkshire St. and a point on the arc of a curve, the center of which bears S.54-50-54 E.; thence Northeasterly along said margin along the arc of a curve to the right, said curve having a radius of 864.49 ft. through a central angle of 2-25-12 a distance of 40.74 ft. to an intersection with the Easterly extension of the South line of said Lot 7; thence S.88-23-44 E. along said Easterly extension a distance of 270.75 ft. to said Southeasterly margin of said Pacific Coast Railway Right of Way; thence N.50-06-07 E. along said Southeasterly margin a distance of 65.22 feet to the true point of beginning.

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SUBJECT TO slope easements for adjacent public road rights of way and subject to the King County Surface Water Management Division's requirement that slopes to surface water retention/detention facilities be no steeper than a three-to-one slope.

MAY CREEK PARK

See Exhibits 1 through 29 attached hereto and made a part hereof for legal descriptions and subject to provisions.

MULTIPLE COLUMNAR



Por. May Creek Park

FORWARD THRUST

STATUTORY WARRANTY DEED: September 27, 1972

GRANTOR: CLIFFORD J. PETERSON, as his separate estate

CONSIDERATION: Three Thousand Two Hundred Fifty and No/100 Dollars (\$3,250.00)

Conveys and Warrants to King County, State of Washington, the following:

~~No. 1, Parcel 15B: Commencing at the SW corner of Section 33, Township Range 5 East, W.M., in King County, Washington, and proceeding thence North 1°08'23" East 263.51 feet to the true point of beginning; thence North 1°08'23" East 294.01 along the West line of said Section 33; thence South 89°39'37" East 12.79 feet to the intersection of the westerly side of Gensing Avenue; thence South 34°11'57" East 178.57 feet along the westerly side of Gensing Avenue to the intersection with the northwesterly side of the City of Seattle R/W, as set forth in Superior Court Cause No. 241252; thence South 39°08'55" West 188.50 feet to the true point of beginning containing 18,004 square feet of land more or less, lying within the Southwest 1/4 of Section 33, Township 24 North, Range 5 East, W.M., in King County, Washington.~~

~~Also known as portion Lot 369, G.D. Hillman's Lake-Washington Garden of Eden Division No. 6, according to the plat recorded in Volume 11 of Plats, page 84, in King County, Washington.~~

No. 2, Parcel 49: Commencing at the SE corner of Section 32, Township 24 North, Range 5 East, W.M., in King County, Washington, and proceeding thence North 1°08'23" East 507.51 feet along the easterly line of said Section 32 to the southerly line of the C&PSRR R/W, to the true point of beginning; thence South 89°50'24" West 584.81 feet along the southerly line of the C&PSRR "abandoned"; thence; North 0°9'36" West 50.00 feet to the centerline of said RR; thence North 89°50'24" East 585.16 feet along said RR centerline to the East line of Section 32 Township 24 North, Range 5 East, W.M., in King County, Washington; thence South 1°08'23" West 50.01 feet to the true point of beginning, containing 29,248 square feet of land more or less and lying within the Southeast 1/4 of the Southeast 1/4 of Section 32, Township 24 North, Range 5 East, W.M. in King County, Washington.

Por. 334510-0103

SUBJECT TO: Eastment affecting the portion of said premises and for the purposes stated herein and incidental purposes for: transmission and distribution line in

EXHIBIT 1

11300

favor of Puget Sound Power and Light Company, a Massachusetts corporation, recorded under Auditor's File No. 4329039.

Easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, for: Telephone and telegraph or other signal or communication circuits, in favor of the Pacific Telephone and Telegraph Company, a corporation, as recorded under Auditor's File No. 5253884.

An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, for Utility Easement in favor of City of Renton, a Municipal Corporation recorded under Auditor's File No. 5947086.

11937

Aud. No.: 7210200371

Recorded: 10/20/72

Inventoried 7-12-73 R

10/20/72 smc

MULTIPLE COLUMN

FORM 10-FR

May Creek Park, Parcel 16

FORWARD 7

Size: 1

EXHIBIT 2

m/l

STATUTORY WARRANTY DEED: October 11, 1972

GRANTOR: GORDON PRITCHARD and ROSE E. PRITCHARD, his wife

CONSIDERATION: Thirty-Five Thousand Two Hundred Thirty-Five and No/100 Dollars (\$3.

Conveys and Warrants to King County, State of Washington, the following:

Beginning at the SW corner of Section 33, Township 24 North, Range 5 East, W.M., and proceeding thence North 1°08'23" East 642.57 feet to the easterly right-of-way line of Gensing Ave. and the true point of beginning along the West line of Section 33; thence North 1°08'23" East 14.96 feet to the northerly right-of-way line of the C&PSRR (abandoned); thence along said northerly right-of-way line of the following three courses and distances: South 89°39'37" East 649.60 feet; thence along a curve to the left having a radius of 1,332.40 feet through a central angle of 8°22'00" a distance of 194.56 feet; thence along a curve to the left having a radius of 2,446.48 feet through a central angle of 11°10'54" a distance of 477.44 feet; to the East line of the SW 1/4 of the SW 1/4 of said Section 33; thence South 1°09'30" West along the East line thereof a distance of 212.24 feet, to the southerly right-of-way line of said R.R.; thence along a curve to the right whose long chord bears South 73°44'37" West having a radius of 2,646.48 feet, through a central angle 2°42'19" a distance of 124.95 feet to the NE corner of Lot 370 of C.D. Hillman's Lake Washington Garden of Eden Addition Division No. 6, as per plat recorded in Volume 11 of Plats, page 84, records of King County; thence South 20°17'52" East 131.77 feet along the easterly line of said Lot No. 370, to the northerly right-of-way line of Gensing Ave.; thence along said northerly line the following six courses and distances: South 69°42'08" West 123.00 feet; thence South 16°54'21" West 156.21 feet; thence South 72°21'20" West 177.78 feet; thence South 36°28'29" West 194.24 feet; thence North 88°15'36" West 356.19 feet; thence North 34°11'57" West 738.83 feet along the easterly right-of-way line of Gensing Ave.; thence North 38°18'39" West 18.74 feet to the true point of beginning. LESS all coal and minerals and the right to explore for and mine the same, as to that portion within the C&PSRR.

Situate in the County of King, State of Washington.

T.L.# 334510 0115

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SUBJECT TO: Easement recorded under Auditor's File No. 2490114; easement condemned
in King County Superior Court Cause No. 241252; easement recorded under
Auditor's File No. 5317885; easement disclosed by instrument recorded under Auditor's
File No. 3070389; reservation of Pacific Coast Railway Company recorded under Audi-
tor's File No. 5376069.

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Aud. No.: 7211010415
Recorded: 11/1/72

12/8/72 smc

C.K.

Indexed 7-12-73 R

MCM No. 92 FORM FR

STATUTORY WARRANTY DEED: March 20, 1972

GRANTOR: HAROLD W. HARRISON and JUNE HARRISON, his wife

Consideration: Twenty-Six Thousand and Nine Hundred and Fifty and (\$26,950.00) Dollars

Conveys and warrants to King County, State of Washington, the following:

PARCEL A:

That protion of Lot 387, C.D. Hillman's Lake Washington Garden of Eden Division No. 6, as per plat recorded in Volume 11 of Plats, page 84, records of King County, Wash., described as follows:
Beginning at the NW corner of said Lot 387; thence along the North line of said lot, South 69°27'55" East 122.42 feet to the East line of the West 122 feet, as measured at right angles to the West line of said lot; thence South 15°48'56" West 299.70 feet; thence South 71°27'56" West 83.30 feet; Thence South 42°55'36" West 116.82 feet to the West line of said lot; thence North 15°48'56" East 460.75 feet, more or less, to the point of beginni

PARCEL B:

Lot 380, C.D. Hillman's Lake Washington Garden of Eden Division No. 6, as per plat recorded in Volume 11 of Plats, page 84, records of King County, Wash., also described as follows:
Beginning at the South quarter corner of Section 33, Township 24 North, Range 5 East, W.M., and proceeding thence, North 29°17'17" West 280.05 feet to the Southeast corner of Lot 387 of Lake Washington Garden of Eden Division No. 6; thence along the N'ly line of Southeast 96th Street. South 80°26'11" West 113.27 feet;

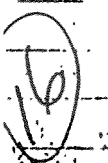
PL# 334510 0220

MCM No. 92 FORM FR

thence South $65^{\circ}43'43''$ West 428.39 feet; thence North $88^{\circ}15'36''$ West 50.00 feet to the Southwest corner of said Lot 387 to the true point of beginning; thence North $15^{\circ}48'56''$ East 665.04 feet to the Northwesterly corner of said Lot 387; thence along the Northerly line of Lot 380 of said Lake Washington Garden of Eden Division No. 6, South $50^{\circ}58'44''$ West 299.32 feet; thence North $82^{\circ}47'39''$ West 352.23 feet to the Northwesterly corner of said Lot 380; thence South $15^{\circ}08'26''$ West 496.72 feet to the Southwesterly corner of said Lot 380; thence South $88^{\circ}15'36''$ East 530.73 feet to the true point of beginning.

Situate in the County of King, State of Washington

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Aud. No: 7204110600

MULTIPLE COLUMNAR



May Creek Park

EXHIBIT 4

STATUTORY WARRANTY DEED:

GRANTOR: KENWA INVESTMENT COMPANY, a co-partnership consisting of ELIZABETH AT and JAMES ATKINSON, her husband; ROBERT L. SHAFFER and AGNES K. SHAFF wife; JOHN C. SHAFFER and MARY HATFIELD SHAFFER, his wife; BEVERLY JAN and FREDERICK LAMKA, her husband; CORAL LEE BARNHART and DOUG BARNHART, her husband; and DONALD B. SHAFFER and BONNIE SHAFFER, his wife.

CONSIDERATION: Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00)

Conveys and Warrants to King County, Washington, the following:

That portion of Lot 386 of C.D. Hillman's Lake Washington Garden of Eden Division No. 6; as per plat recorded in Volume 11 of Plats; page 84; records of King County, described as follows:

Beginning at the South 1/4 corner of Section 33; Township 24 North; Range 5 East, W.M., and proceeding thence North 0°48'29" East 874.61 feet to the Southeast corner of said Lot 386 and to the true point of beginning; thence along the southerly line of said Lot 386 South 52°28'37" West 370.75 feet; thence North 69°27'55" West 249.49 feet to the southwesterly corner of said Lot 386; thence North 2°34'29" West 249.74 feet to the northwesterly corner of said Lot 386; thence along the northerly line of said Lot 386, North 83°26'23" East 240.00 feet; thence along a curve to the left having a radius of 577.46 feet through a central angle of 23°54'43" a distance of 241.00 feet to the northeasterly corner of said Lot 386; thence South 11°50'24" East 219.11 feet to the true point of beginning.

Situate in the County of King, State of Washington. T.L # 334510 0300 -0220

Aud. No.: 7302140537

Recorded: 2/14/73

3/22/73 smc

EXHIBIT 5

11937

STATUTORY WARRANTY DEED: September 6, 1972

GRANTOR: MARSHALL M. BRENDEN and NANCY B. BRENDEN, his wife; and ANDREW J. FALCON and LAVINA M. FALCON, his wife

CONSIDERATION: Twenty-Eight Thousand Five Hundred and No/100 Dollars (\$28,500.00)

Conveys and warrants to King County, State of Washington, the following: T.L.# 334510

-0220

Beginning at the South quarter corner of Section 33, Township 24 North, Range 5 East, W.M., and proceeding thence North 0°48'29" East 874.61 feet to the SE corner of Lot 386 of Lake Washington Garden of Eden, Div. #6, as per plat recorded in Volume 11 of Plats, page 84, records of King County; thence North 12°03'03" West 219.11 feet to the NE corner of said Lot 386 and the true point of beginning; thence along a curve to the left whose long chord bears North 42°18'48" East, having a radius of 577.46 feet, through a central angle of 34°25'46" a distance of 347.00 feet to the NE corner of Lot 392 of said Garden of Eden, Div. #6, thence North 63°56'53" West 200.04 feet to the Northerly line of the C&P SRR (abandoned); thence along the Northerly right of way line of said C&P SRR on a curve to the right whose long chord bears South 52°01'00" West, having a radius of 377.46 feet through a central angle of 58°50'46" a distance of 387.68 feet; thence South 83°26'23" West 424.50 feet to a point of curve; thence along a curve to the left having a radius of 540.74 feet through a central angle of 34°03'00" a distance of 321.35 feet; thence continuing along said C&P SRR right of way South 49°23'23" West 72.48 feet, thence along a curve to the right, having a radius of 663.94 feet through a central angle of 20°37'00" a distance of 238.90 feet; thence continuing along said C&P SRR right of way along a curve to the right, having a radius of 2,446.48 feet through a central angle of 0°47'07" a distance of 33.52 feet; thence South 1°09'30" West 212.24 feet to the Southerly line of said C&P SRR right of way; thence along said Southerly right of way of said C&P SRR along a curve to the left, having a radius of 2,446.48 feet through a central angle of 2°23'04" a distance of 110.14 feet; thence along a curve to the left, having a radius of South 63.94 feet through a central angle of 20°37'00" a distance of 310.82 feet; thence North 49°23'23" East 72.48 feet; thence along a curve to the right, having a radius of 340.74 feet through a central angle of 34°03'00" a distance of 202.49 feet; thence North 83°26'23" East 424.50 feet along the Northerly lines of Lots 381 and 386 of said

Lake Washington Garden of Eden Div. #6; thence along a curve to the left having a radius of 577.46 feet through a central angle of 23°54'43" a distance of 241.00 feet to the true point of beginning.

ALSO beginning at the SW corner of Section 33, Township 24 North, Range 5 East, W.M., and proceeding thence North 1°08'23" East 557.52 feet to the true point of beginning; thence North 1°08'23" East 85.05 feet; thence South 38°18'39" East 18.74 feet; thence South 34°11'57" East 85.43 feet; thence North 89°39'37" West 61.35 feet to the true point of beginning; situate in the County of King, State of Washington.

SUBJECT TO: Easement to Puget Sound Power and Light Company created by instrument recorded under Auditor's File No. 3070389; Easement to Pacific Northwest Bell Telephone Co., recorded under Auditor's File No. 5317885.

Inventoried 7-12-73 R

AUD. NO.: 7209200430
Recorded: 9/20/72

9/20/72 smc

11937

FORWARD THRUST

STATUTORY WARRANTY DEED - October ²⁷ 29, 1971
 GRANTOR: JACK B. FLETCHER, as his separate estate
 CONSIDERATION: \$2,900.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON, the following:
 Portion of Lot 387 of C. D. Hillman's Lake Washington Garden of Eden, Division No. 6, as per plat recorded in Volume 11 of Plats, on page 84, records of King County, described as follows:
 Beginning at the Southeast corner of said Lot 387; thence North 15°39'21" East along the East line of said Lot 387, a distance of 125.00 feet to the true point of beginning; thence South 83°30'38" West 101.22 feet, more or less to the West line of the East 93.75 feet as measured parallel to the East line of said Lot 387; thence North 15°39'21" East 403.48 feet more or less to the Northerly line of said Lot 387; thence North 52°28'37" East 156.43 feet, more or less to the Northeast corner of said Lot; thence South 15°39'21" West along the East line of said lot 490.55 feet to the true point of beginning; situate in the County of King, State of Washington.

EXHIBIT 6
11937

T.L.# 334510-0316
-0314

Aud. #7111090344 recorded 11/9/71

Inventoried 7-12-73.F.

12

MULTIFLEX COLUMNAR



Portion MAY CREEK PARK
FORWARD THRUST

STATUTORY WARRANTY DEED - November 8, 1971

GRANTOR: RAYMOND USIBELLI, as his separate estate
CONSIDERATION: \$1,670.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON, the following:

That portion of Lot 387, C. D. Hillman's Lake Washington Garden of Eden, Division No. 6, as per plat recorded in Volume 11 of Plats, page 84, records of King County, described as follows:
Beginning at the Northwesterly corner of said Lot 387; thence South 69°27'55" East 122.42 feet, more or less, along the North line of said lot to a point on a line parallel and 122 feet from the West line of said lot and the True Point of Beginning; thence South 69°27'55" East 90.31 feet more or less, to a point on a line 212 feet from and parallel to the West line of said lot; thence South 15°48'56" West 230.76 feet; thence South 71°27'56" West 109.02 feet; thence North 15°48'56" East 299.70 feet, more or less, to the True Point of Beginning; situated in the County of King, State of Washington

-0316

T.L.# 334510-

EXHIBIT 7

11937

MULTIPLER COLUMNAR



Portion MAY CREEK PARK

FORWARD THRUST

STATUTORY WARRANTY DEED - November 8, 1971

GRANTOR: RAYMOND USIBELLI, as his separate estate,

CONSIDERATION: \$2,300.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON, the following:

That portion of Lot 387, C. D. Hillman's Lake Washington Garden of Eden, Division No. 6, as per plat recorded in Volume 11 of Plats, Page 84, records of King County, described as follows:

Beginning at the Southeast corner of said Lot 387; thence North 15°39'21" East 125.00 feet along the easterly line of said Lot 387; thence South 83°30'38" West 101.22 feet, more or less, to a point on a line 93.75 feet from and parallel to the East line of said Lot and the True Point of Beginning; thence North 85°57'33" West 95.71 feet, more or less, to a point on a line 187.50 from and parallel to the East line of said Lot 387; thence North 15°39'21" East 297.53 feet, more or less, to the Northerly line of said Lot 387; thence North 52°28'37" East 156.43 feet; thence South 15°39'21" West 403.48 feet, more or less to the True Point of Beginning; situate in the County of King, State of Washington.

T.L # 334510 -0220

13

Time limited 7-17-78 ?

EXHIBIT 1937

MULTIPLE COLUMNAR



(SW $\frac{1}{4}$ - 33-24-5)

PORTION MAY CREEK PARK

STATUTORY WARRANTY DEED - September 19, 1974

GRANTOR: DONALD M. ERICKSON and VIVIAN V. ERICKSON, his wife

CONSIDERATION: \$1,830.00

CONVEYS AND WARRANTS TO KING COUNTY:

That portion of Lot 387, C. D. Hillman's Lake Washington Garden of Eden, Division No. 6, as per plat recorded in Volume 11 of Plats, page 84, records of King County, described as follows:

Beginning at the Southeast corner of said Lot 387; thence North 15°39'21" East along the Easterly line of said Lot 387, 110.00 feet; thence South 83°30'38" West 101.22 feet, more or less, to a point on a line 93.75 feet from and parallel to the East line of said Lot 387; thence North 85°57'33" West 95.71

feet, more or less, to a point on a line 187.50 feet from and parallel to the East line of said Lot 387 and the true point of beginning of the tract herein described; thence North 64°43'27" West 80.03 feet more or less, to a point on a line 212.00 feet from and parallel to the West line of said Lot 387; thence North 15°48'56" East 245.76 feet, more or less, to the Northerly line of said Lot 387; thence South 69°27'55" East along said Northerly line 36.08 feet; thence North 52°28'37" East along said Northerly line 70.53 feet more or less to a point of a line 187.50 feet from and parallel to the East line of said

Lot 387; thence South 15°39'21" West 312.53 feet more or less to the true point of beginning; Situate in the County of King, State of Washington.

RECEIVING #7410230400 - Recorded October 23, 1974.

T.L.# 334510 -0316

11937

MULTIPLER COLUMNAR

(SE 1/4 - Sec. 33-24-5)

Portion of MAY CREEK PARK

FORWARD THRUST

FORM 10-FR

EXHIBIT 10
11937

STATUTORY WARRANTY DEED - September 25, 1970:

GRANTOR: LYLE W. HEWITT, AS HIS SEPARATE ESTATE

CONSIDERATION: \$25,200.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON the following:

Lot 395 of C. D. Hillman's Lake Washington Garden of Eden Division No. 6, as per plat recorded in Volume 11 of Plats, page 84, records of King County;

ALSO that portion of the Pacific Coast R.R. Co.'s Newcastle Branch right of way, being a uniform strip of land 200 feet in width, 100 feet of such width lying on either side of the right of way centerline as the same is now established and bounded on its southwesterly extremity by the southwesterly boundary line of Tract 395, C. D. Hillman's Garden of Eden Division No. 6, produced Northwesterly over and across said right of way and on its Northeasterly extremity by the Southeasterly boundary line of Tract 394, C. D. Hillman's Garden of Eden Division No. 6, produced Northwesterly over and across said right of way.

Situate in the County of King, State of Washington.

SUBJECT TO: Easement for transmission line granted by instrument recorded under Auditor's File No. 3330053; Reservation of mineral rights as contained in Deed recorded under Auditor's File No. 6490090.

This Deed is to correct an erroneous description in that certain document recorded under Auditor's File No. 6697301, wherein the legal description was inadvertently inserted to be "Lot 295 of C. D. Hillman's Lake Washington Garden of Eden Division No. 6."

T.L # 334510, 0380.

Aud. #6699793, Vol 485, Page 5

Recorded: October 2, 1970.

332405-9013

Inventoried 7-12-73 R

Southeast 1/4 of Section 33, Township 24 North, Range 5 East, W.M.

MULTIPLE COLUMNAR



Por. May Creek Park

FORWARD THRU

STATUTORY WARRANTY DEED: November 7, 1972

GRANTOR: HELEN C. JAY, as her separate estate

CONSIDERATION: Seven Thousand Nine Hundred and No/100 Dollars (\$7,900.00) <

Conveys and Warrants to King County, State of Washington, the following:

That portion of the Pacific Coast Railroad Company right of way lying within the North 1/2 of the SE 1/4 of Section 33, Township 24 North, Range 5 East W.M., the East line of which is the centerline of a 100-foot wide Puget Sound Power and Light Company transmission line easement, as now established, and the West line of which is the East line of Tract 394 of C.D. Hillman's Lake Washington Garden of Eden Division No. 6 (Volume 11 of Plats, page 84), records of King County, produce northerly through said right of way; situate in the County of King, State of Washington.

SUBJECT TO: Easement for transmission line right of way in favor of Puget Sound P Power and Light Company as set forth in the description herein. Reservation of all mineral rights as disclosed in deed from Pacific Coast Railroad Company recorded under Auditor's File No. 3482568.

Aud. No.: 7212060355

Recorded: 12/6/72

1/12/73

smc

332405-9014

Inventoried 7-12-73 R

T.L.# 334510-0380

11937

EXHIBIT 11



EXHIBIT 12 11937

STATUTORY WARRANTY DEED - September 9, 1970:

GRANTOR: FLOYD U. HEWITT, as his separate estate

CONSIDERATION: \$33,700.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON the following:

Lot 394 of C. D. Hillman's Lake Washington Garden of Eden Division No. 6, as per plat recorded in Volume 11 of Plats, page 84, records of King County; ALSO that portion of the Pacific Coast R.R. Co's Newcastle Branch right of way, being a uniform strip of land 200 feet in width, 100 feet of such width lying on either side of the right of way centerline as the same is now established and bounded on its Southwesterly extremity by the Southwesterly boundary line of Tract 394, C. D. Hillman's Garden of Eden Addition, Division No. 6, produced Northwesterly over and across said right of way; and on its Southeasterly extremity by the Southeasterly boundary line of Tract 394, C. D. Hillman's Garden of Eden Addition Division No. 6, produced Northeasterly over and across said right of way.

Situate in the County of King, State of Washington.

SUBJECT TO: Easement for transmission line granted by instrument recorded under Auditor's File

No. 3330053. Reservation of mineral rights disclosed by instrument recorded under Auditor's File

No. 6584831.

T.L.H 334510-0380

Aud. #6697300, Recorded 9/25/70

Vol. 478, page 78

332405-9012

HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN DIVISION NO. 6

MULTIPLY COLUMNAR



(SE 1/2 - Sec. 33-24-5)

Portion of MAY CREEK PARK

FORWARD

FIDUCIARY'S DEED - January 25, 1971:

GRANTOR: EXECUTOR OF THE ESTATE OF THEODORE R. WARREN, DECEASED

CONSIDERATION: \$21,450.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON the following:

Tracts 399 and 401 of C. D. Hillman's Lake Washington Garden of Eden
Division No. 6, as per plat recorded in Volume 11 of Plats on page 84,
records of King County; Situate in the County of King, State of
Washington.

Tax Acct 334510-0380

Aud. #7102100466

Recorded: February 10, 1971.

Inventoried 7-12-73 R

EXHIBIT 13

11937

PORTION MAY CREEK PARK

458 S.E.

RIGHT OF (EASEMENT)

R/W No. KI-167 & 168

1118

GRANTOR: KING COUNTY

GRANTEE: OLYMPIC PIPE LINE

CONSIDERATION: \$585.75

11937

King County convey to Olympic Pipe Line Co., its successors and assigns the rights of way, easements and privileges to construct, maintain, operate, repair, replace, change the size of, and remove in whole or in part; a pipe line or pipe lines, for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, with the necessary fittings, fixtures, valves, appurtenances, and the right to maintain the right of way clear of trees, underbrush, buildings, and other obstructions etc over, across and through the following described property:

Tract 401 and that portion of Tract 400 lying southerly of King County Road No. 1177, of C. D. Hillman's Garden of Eden Addition, Division No. 6 . . .

Said right of way and easement hereby granted shall be a strip of land 50 feet in width across the through the above described property.

Centerline description is shown on the document.

King County executed this instrument May 22, 1974 - - signed by John D. Spellman, County Executive.

Recorded . . . #7405270449

Also on May 22, 1974, Park District

MULTIPLE COLUMNAR



(SE 1/2 - Sec. 33-24-5)

Portion of MAY CREEK PARK

Forward

STATUTORY WARRANTY DEED: October 30, 1970:

GRANTOR: BEREAN ASSEMBLY OF GOD, a Washington corporation

CONSIDERATION: \$3,450.00 / (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON the following:

That portion of Tract 400 of C.D. Hillman's Lake Washington Garden of Eden Division No. 6, as per plat recorded in Volume 11 of Plats, page 84, records of King County, lying Southerly of County Road No. 1177 also known as S.E. 89th Street. Situate in the County of King, State of Washington.

SUBJECT TO: Easement granted to Puget Sound Power and Light Co. for transmission line disclosed by instrument recorded under Auditor's File No. 2524526. Right of way for pipeline granted Olympic Pipeline Co. by instrument recorded under Auditor's File No. 5828438. Right of way for pipeline granted Olympic Pipeline Co. by instrument recorded under Auditor's File No. 5838613.

T.L # 334510 -0380

Aud. #7101190529
Recorded: January 19, 1971.

Inventoried 7-12-73 R

MAY CREEK PARK

Forward Thrust

XHIBIT 15

11937

MCN No. 92 FORM FR

STATUTORY WARRANTY DEED - May 28, 1970

GRANTOR: FIRST INVESTMENT COMPANY, a Washington corporation

CONSIDERATION: \$2,500.00

CONVEYS AND WARRANT TO KING COUNTY, STATE OF WASHINGTON the following:

That portion of Lot 405 of C.D. Hillman's Lake Washington Garden of Eden No. 6, as per plat recorded in Volume 11 of Plats, on page 84, records of King County, Washington, described as follows:

Beginning at a point 631.65 feet North of the Southwest corner of said Lot 405; thence South 59°26' East 265 feet more or less to the East line of said Lot 405; thence Northerly along the said East line to the Northeast corner of said Lot 405; thence Northwesterly along the Northerly line of said Lot 405 to the Northwest corner; thence Southerly along the West line of said Lot 405 to the point of beginning; EXCEPT the West 40 feet thereof;

Situate in the County of King, State of Washington.

T.L. NO. 334510 -0380

Aud. #6659331, Vol. 379, Page 179

Recorded: June 9, 1970

Inventoried 7-10-73R



FORM 10-FR

Portion MAY CREEK PA.

FORWARD THRUST

QUIT CLAIM DEED: July 8, 1971
 GRANTOR: PUGET SOUND POWER & LIGHT CO., a Washington corporation
 CONSIDERATION: \$1.00 (PARK ACQUISITION & DEVELOPMENT FUND) (\$200.00) -0380
 T.L.# 334510

EXHIBIT 16

11937

CONVEYS AND QUITCLAIMS TO KING COUNTY, STATE OF WASHINGTON, the following:

Commencing at the SE corner of Sec. 33, Twp. 24N., R 5 E.W.M. and proceeding thence: N 0°59'37" E. 726.21', thence N 80°11'40" W 185.68' along the North R/W line of SE 96th St. thence, S 80°26'11" W 648.75' to the SE corner of Lot 405 Lake Washington Garden of Eden, Division #6 thence: N 2°56'14" W 452.03' along the East line of said Lot 405, thence N 57°52'12" W 212.37' to the T.P.O.B., thence N 1°01'24" E 248.57', thence N 68°58'14" W. 42.57', thence S 1°01'24" W 239.0' thence S 57°52'12" E. 46.72, to the T.P.O.B., containing 9,751 squarefeet of Land more or less and lying within the E 1/2 of the SE 1/4 of the SE 1/4 of said Section 33.

GRANTOR herein reserves unto itself, its successors and assigns an easement for electric right of way and rights pertaining thereto, all more fully described as follows:

Grantor hereby reserves unto itself, for the purpose hereinafter set forth a perpetual easement over and across and under the above-described property in King County, Washington.

1. PURPOSE Grantor shall have the right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines over and/or under the Right of Way together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

a. Overhead facilities Poles and/or towers with crossarms, braces, guys and anchors; electric transmission and distribution lines; communication and signal lines; transformers.

b. Underground facilities. Underground conduits, cables, vaults, manholes, switches and transformers semi-buried or ground mounted facilities such as pads, transformers and switches.

Following initial construction of its facilities, Grantor may from time to time construct such additional lines and other facilities as it may require.

2. ACCESS Grantor shall have the right of access to the Right-of-Way over and across the Property to enable Grantor to exercise its rights hereunder, provided that Grantor shall compensate Grantee for any damage to the Property caused by the exercise of said right of access.

3. CUTTING OF TREES Upon giving Grantee reasonable notice of Grantor's plans to cut or trim any trees or brush, and upon Grantee's concurrence in said plans, Grantor shall have the right to cut or trim any and all brush or trees standing or growing upon the Right-of-Way, and also the right to cut or trim any trees upon the Property which, in falling could in Grantor's reasonable judgement, be a hazard to Grantor's facilities.

4. GRANTEE'S USE OF RIGHT-OF-WAY Grantee is granted the right to use the Right-of-Way for any

Inventoried 7-12-73 R

Handwritten initials and marks at the bottom right corner.

purpose not inconsistent with the rights herein reserved, provided, that Grantee shall not construct or maintain any building or other structure on the Right of Way and Grantee shall do no blasting within 300 feet of Grantor's facilities without Grantor's prior written consent.

5. Indemnity By accepting and recording this easement, Grantor agrees to indemnify and hold harmless Grantee from any and all claims for damages suffered by any person which may be caused by Grantor's exercise of the rights herein reserved, provided, that Grantor shall not be responsible to Grantee for any damages resulting from injuries to any person caused by acts or omissions of Grantee.

6. ABANDONMENT The rights herein reserved shall continue until such time as Grantor ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall pass to Grantee, provided that no abandonment shall be deemed to have occurred by reason of Grantor's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

7. SUCCESSORS AND ASSIGNS The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

11937

MULTIPLEX COLUMNAR



FORWARD THRUST

C. D. HILLMAN'S LAKE WASH. GARDEN OF EDEN DIVISION NO. 6

STATUTORY WARRANTY DEED: August 26, 1971
GRANTOR: LOUIS J. ANDERSON and WANDA B. ANDERSON, his wife

CONSIDERATION: \$1,215.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON, the following:

That portion of the East 75 feet of the West 1/2 of Tract 407 of C.D. Hillman's Lake Washington Garden of Eden Division No. 6, as per plat recorded in Volume 11 of Plats on page 84, records of King County, described as follows:

Beginning at the Southeast corner of Section 33, Township 24 N., Range 5 East, W.M., and proceeding thence North 0°59'37" East 1136.46 feet; thence South 88°07'10" West 33.52 feet; thence South 30°27'22" West 65.83 feet; thence North 88°12'57" West 328.51 feet; thence North 21°28'19" West 140.23 feet; thence North 86°14'41" West 205.58 feet; thence North 52°05'40" West 73.65 feet to the True Point of Beginning, being ALSO the Northeast corner of the West 1/2 of Tract 407 of Lake Washington Garden of Eden Division No. 6; thence North 52°05'40" West 102.43 feet to the West line of the East 75 feet of said West 1/2 of Tract 407, thence South 5°01'21" East along said West line 296.0 feet; thence North 87°50'59" East 75.09 feet, to the East line of said West 1/2 of Tract 407; thence North 5°01'21" West 230.0 feet to the True Point of beginning; situate in the County of King, State of Washington.

-0380

T.L # 334510

Aud. No. 7109130334

Recorded: September 13, 1971

11937



(FOR. MAY CREEK PARK)

FORWARD THRUST

C.D. HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN DIVISION NO. 6

STATUTORY WARRANTY DEED: August 30, 1971

GRANTOR: HALE LINVILLE, also appearing of record as JESSE H. LINVILLE, A
MABEL LINVILLE, his wife

CONSIDERATION: \$1,430.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON, the following:

That portion of the West 1/2 of Tract 407 of C. D. Hillman's Lake Washington Garden of Eden Division No. 6 as per plat thereof recorded in Volume 11 of Plats, page 84, records of King County, Washington, described as follows:

Commencing at the Southeast corner of Section 33, Township 24 North, Range 5 East W.M., and proceeding thence North 0°59'37" East 1136.46 feet; thence South 88°07'10" West 33.52 feet; thence South 30°27'22" West 65.83 feet; thence North 88°12'57" West 328.51; thence North 21°28'19" West 140.23 feet; thence North 86°14'41" West 205.58 feet; thence North 52°05'40" West 176.08 feet to the true point of beginning being a point on the North line of Tract 407 of Lake Washington Garden of Eden Division No. 6, where said North line intersects the West line of the East 75.0 feet of the West 1/2 of said Tract 407, thence North 52°05'40" West along said North line 98.52 feet to the Northwest corner of said Tract 407; thence South 2°56'14" East along the West line of said Tract 407 a distance of 300.36 feet; thence South 57°52'12" East 104.22 feet to a point on the West line of the East 75.0 feet of the West one half of said Tract 407; thence North 5°01'21" West 296.0 feet to the true point of beginning. Situate in the County of King, State of Washington

-0380

T.L # 334510

Aud. No. 7109130335

Recorded: September 13, 1971.

Inventory 7-12-73 R

EXHIBIT 18, 11937

MULTIPLE COLUMNAR



Portion MAY CREEK PA

FORWARD THRUST

STATUTORY WARRANTY DEED - 9-30-71

GRANTOR: GEORGE F. COOK, JR. and BARBARA A. COOK, his wife

CONSIDERATION: \$1,785.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON, as follows:

That portion of the East 1/2 of Tract 407 of C. D. Hillman's Lake Washington Garden of Eden Division No. 6, as per plat recorded in Volume 11 of Plats, page 84, records of King County, as follows:

Commencing at the Southeast corner of Section 33, Township 24 North, Range 5 East, W. M., and proceeding thence North 0°59'37" East 1136.46 feet; thence South 88°07'10" West 33.52 feet; thence South 30°27'22" West 65.83 feet; thence North 88°12'57" West 328.51 feet; thence North 21°28'19" West 140.23 feet; thence North 86°14'41" West 102.78 feet to the True Point of Beginning, being the Northeast corner of said Lot 407; thence North 86°14'41" West 102.79 feet; thence North 52°05'40" West 73.63 feet to the West line of the East 1/2 of said Lot 407; thence South 5°01'21" East along said West line, 230.0 feet; thence North 75°52'13" East 79.3 feet; thence South 62°50'00" East 100.0 feet to the East line of said Lot 407; thence North 7°06'28" West 205.0 feet to the point of beginning; situate in the County of King, State of Washington

T.L # 334510 -0380

EXHIBIT 19

11937

EXHIBIT 20

11937

MULTIPLE COLUMNAR

(PORTION MAY CREEK PARK)

C.D. Hillman's Lake Washington Garden of Eden Division No. 6



STATUTORY WARRANTY DEED: July 30, 1971

GRANTOR: JOHN D. FISCH, as his separate property

CONSIDERATION: \$1,590.00 (Park acquisition & development fund)

CONVEYS AND WARRANTS TO THE COUNTY OF KING, STATE OF WASHINGTON, the following:

All that portion of the West 100.0 feet in width of Tract 409, C. D. Hillman's Lake Washington Garden of Eden Division No. 6 as per plat recorded in Volume 11 of Plats on page, 84, records of King County, Washington, described as follows:

Commencing at the Southeast corner of Section 33, Township 24 North, Range 5 East, W.M., and proceeding thence, North 0°59'37" East 1136.46 feet; thence South 88°07'10" West 33.52 feet; thence South 30°27'22" West 65.83 feet; thence North 88°12'57" West 328.51; thence North 21°28'19" West 140.23 feet; thence North 86°14'41" West 0.96 feet to the True Point of Beginning, being a point on the North line of said Lot 409 where said North line intersects the East line of said West 100.0 feet; thence North 86°14'41" West 101.82 feet to the Northwest corner of Lot 409; thence South 7°06'28" East 205.00 feet along the West line of said Tract 409; thence South 42°00'00" East 113.00 feet; thence South 57°49'40" East 45.68 feet to a point on the East line of said West 100.0 feet; thence North 7°06'28" West 307.42 feet to the True Point of Beginning; situate in the County of King, State of Washington.

T.L.# 334510

-0380

Aud. 7108060628

Recorded: Aug. 6, 1971

T.L.# 334510

MULTIPLE COLUMN

DIVISION #6



FORWARD THRUST

POR. MAY CREEK PARK

STATUTORY WARRANTY DEED - September 13, 1971

GRANTOR: WILLARD S. ALBRO and FLORA V. ALBRO, his wife

CONSIDERATION: \$1,530.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON the following:

That portion of Tract 409 of C. D. Hillman's Lake Washington Garden of Eden Division No. 6

as per plat recorded in Volume 11 of Plats, page 84, records of King County, described as follows:

Beginning at the Northeast corner of the East 100 feet in width of the West 300 feet in width of said Tract 409 as measured at right angles to the West line of Tract 409; thence South along the East line of said East 100 feet a distance of 204 feet; thence West to a point on the West line of said East 100 feet which is 209 feet South of the North line of Tract 409; thence North along said West line 209 feet to the North line of Tract 409; thence East along the North line to the point of beginning; situate in the County of King, State of Washington.

Aud. Recording #7109270454, recorded Sept. 27, 1971.

T.L # 334510-0380

EXHIBIT 21

11937

Inventoried 7-12-73 R.

EXHIBIT 22 11937

STATUTORY WARRANTY DEED: January 13, 1972

GRANTOR: JAMES E. GRIFFIN and MICHELE GRIFFIN, his wife

Consideration: Two Thousand Eight Hundred Forty and no/100 (\$2,840.00) Dollars

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON, the following:

That portion of Tract 409 of C.D. Hillman's Lake Washington Garden of Eden Division No. 6, as per plat recorded in Volume 11 of Plats, on page 84, records of King County, described as follows:

Beginning at the Northeast corner of said Tract 409; Thence South along the East line thereof a distance of 230.00 feet; Thence West to a point in the East line of the West 300 feet in width, as measured at right angles to the West line thereof, said point being 204.00 feet South of the North line of said Tract 409; Thence North along the East line of said West 300 feet to aforesaid North line;

Thence East along said North line to the point of beginning; EXCEPT the East 30 feet thereof condemned in King County Superior Court Cause No. 486190 for pipeline right of way.

Situate in the County of King, State of Washington.

T.L # 334510
-0380

RAG LEDGER
FORM FR
MCM No. 92

Aud. No: 7202240375
Recorded: February 24, 1972

Inventoried 7-12-73 R

15

MULTIPLE COLUMNAR



SE 1/4, Sec. 33-24-5

458

MAY CREEK PARK SITE

STATUTORY WARRANTY DEED - April 18, 1975

GRANTOR: Johnnie E. Berry and Mary L. Berry, his wife

CONSIDERATION: \$2,100.00

CONVEYS AND WARRANTS TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON the following described real estate, situated in the County of King, State of Washington:

That portion of Tract 409 of C. D. Hillman's Lake Washington Garden of Eden Division No. 6, as per plat, recorded in Volume 11 of Plats, on page 84, records of King County, described as follows:

Commencing at the Southeast corner of Section 33, Township 24 North, Range 5 East, W.M., and proceeding thence North 0°59'37" East 1136.46 feet; thence South 88°07'10" West 33.52 feet; thence South 30°27'22" West 65.83 feet; thence North 88°12'57" West 263.46 feet to the true point of beginning, being a point on the North line of Lot 409 of Lake Washington Garden of Eden; thence North 88°12'57" West 65.05 feet; thence North 21°28'19" West 140.23 feet; thence North 86°14'41" West 0.96 feet to the East line of the West 100 feet measured at right angles to the West line of said Lot 409; thence along said line South 7°06'28" East 307.42 feet; thence South 57°49'40" East 42.76 feet; thence South 80°00'00" East 70.00 feet to the East line of the East 100 feet of the West 200 feet measured at right angles to the West line of said Lot 409; thence along said line North 7°06'28" West 209.00 feet to the true point of beginning; Situate in the County of King, State of Washington.

Records & Election Receiving #7504300631

Recorded: April 30, 1975

T.L.# 334510-0380

EXHIBIT 23

11937

MULTIPLE COLUMNAR



Portion of MAY CREEK PARK

FORWARD THRU

STATUTORY WARRANTY DEED: February 24, 1971

GRANTOR: CARL PRUZAN and MARIAN PRUZAN, his wife, on October 30, 1967,

date of acquiring title, and at all times since,

CONSIDERATION: \$17,650.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON the following:

The North 1/2 of the West 15 acres of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 24 North, Range 5 East, W.M.; EXCEPT the West

30 feet thereof; situate in the County of King, State of Washington.

SUBJECT TO: Easement for an electric transmission and distribution line,

together with necessary appurtenances granted by instrument recorded under

Auditor's File No. 717664.

Reservations in deed recorded under Auditor's File No. 4015190, excepting

therefrom all coal and mineral rights.

3424059032

Aud. #7104300544

Recorded: April 30, 1971.

Inventoried 7-12-73 R

EXHIBIT 24
11937

Southwest 1/4 of Section 34, Township 24 North, Range 5 East, W.M.

460 SW

Por. May Creek Park

FORWARD THRUST

QUIT CLAIM DEED: April 21, 1971

GRANTOR: HELEN C. JAY, as her separate estate

CONSIDERATION: One and No/100 Collars (\$1.00)

Conveys and Quit Claims to King County, State of Washington, the following:

All of the undersigned's right, title, and interest in and to mineral and coal rights reserved in Deed dated February 8, 1971, recorded February 10, 1971, under Auditor's File No. 7102100355 covering the conveyance of the following described property:

The North 1/4 of the West 15 acres of the SW 1/4 of the SW 1/4 of Section 34, Township 24 North, Range 5 East, W.M.; EXCEPT the West 30 feet thereof; situate in the County of King, State of Washington

Aud. No.: 7104300545

Recorded: 4/30/71

1/12/73 smc

11937

4 Sec 3-23-5



STATUTORY WARRANTY DEED - October 28, 1974

GRANTOR: A. Paul Waterman & Isabel F. Waterman, his wife, as to an undivided one-half interest and Joseph D. Pignataro & Carol A. Pignataro, each an unmarried person on July 19, 1972, and at all time since, as tenants in common, as to an undivided one-half interest.

CONSIDERATION: \$20,900.00 (PARK ACQUISITION & DEVELOPMENT FUND)

CONVEYS AND WARRANTS TO KING COUNTY, STATE OF WASHINGTON, the following:

That portion of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 24 North, Range 5 East, W.M., lying South of the centerline of May Creek, and North of the Northeasterly margin of the Renton Newcastle Road, Westerly of the Westerly margin of the Newcastle Road Revision and Easterly of a line which is 307 feet Westerly from said Westerly margin of the Newcastle Road Revision, measured perpendicular thereto;

342405-9107

ALSO, that portion of the Northwest 1/4 of Section 3, Township 23 North, Range 5 East, W.M., which lies North of the Northeasterly margin of the Renton-Newcastle Road and lies West of the Westerly margin of the Newcastle Road Revision, TOGETHER with that portion of vacated road adjoining as would attach by operation law.

032305-9130

SUBJECT to easement for pole line as disclosed by instrument recorded under Auditor's File No. 717664; reservations contained in deed from Northern Pacific Railway Company dated June 13, 1905, recorded July 22, 1905, under Auditor's File No. 346755 and right to make necessary slopes for cuts or fills upon property herein described as granted by deed recorded under Auditor's File No's. 3960225 and 5738290.

EXHIBIT 25

11937

MULTIPLE COLUMNAR



SECTION 33, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.

STATUTORY WARRANTY DEED - August 25, 1989

GRANTOR - Robert A. and Zoe A. Wells, husband and wife

CONSIDERATION - A Gift and Donation

Conveys and warrants to King County, Washington, the following described:

Tract B, Windtree No. 3, according to the plat thereof recorded in Volume 107 of Plats, pages 64 and 65, Records of King County, Washington, being in Section 33, Township 24 North, Range 5 East, W.M., King County, Washington.

RECORDING NO. 8909270135

TAX ACCOUNT NO. 947772-0290

DATE RECORDED September 27, 1989

1-17-90 T.G.

EXHIBIT 27

TITLE
PLATANCE

11937

Trust of

AFTER RECORDING MAIL TO:
King County Open Space
1621 Smith Tower
506 Second Ave.
Seattle, Wa. 98124

THIS SPACE RESERVED FOR RECORDER'S USE

File for Record at the Request of
James J. McNeill
King County Office of Open Space

REVENUE STAMPS

9208061416

Statutory Warranty Deed

FORM L-58 (3-84)

THE GRANTOR KING COUNTY WATER DISTRICT NO. 107

for and in consideration of SIXTY THREE THOUSAND AND NO/100 DOLLARS (\$63,000)

in hand paid, conveys and warrants to KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON

the following described real estate, situated in the County of KING, State of Washington:

SEE ATTACHED EXHIBIT "A"

The Grantor hereby reserves from the conveyance to the Grantee, a non-exclusive, perpetual Easement for ingress, egress and utilities over the North 70 feet of the East 110 feet of the property described on Exhibit "A".

Said Easement shall be appurtenant to district owned property described on Exhibit "B" hereto.

342405-9001

Dated this 21st day of July 1992

by THOMAS PERODN (SEAL)
General Manager (SEAL)
King Co. Water Dist #107 (SEAL)
Thomas F. Peala (SEAL)

STATE OF WASHINGTON }
COUNTY OF } ss
On this day personally appeared before me
.....
to me known to be the individual described in and who
executed the within and foregoing instrument, and
acknowledged that signed the same as
..... free and voluntary act and deed, for the
uses and purposes therein mentioned.
GIVEN under my hand and official seal this
..... day of, 19
.....
Notary Public in and for the State of Washington,
residing at

STATE OF WASHINGTON }
COUNTY OF King } ss
On this 21st day of July, 19 92,
before me, the undersigned, a Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared
Thomas F. Peala
and
.....
to me known to be the General Manager Secretary,
respectively, of King County Water District No. 107
the corporation that executed the foregoing instrument, and acknowledged the said in-
strument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath stated that he
authorized to execute the said instrument and that the seal affixed is the corporate
seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first above
written.
.....
Notary Public in and for the State of Washington,
residing at Seattle, Wa.

EXHIBIT "A"

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 34;
THENCE NORTH 02°10'34" EAST, ALONG THE EAST LINE OF SAID SECTION 34, FOR 659.80 FEET;
THENCE NORTH 88°47'26" WEST 208.00 FEET;
THENCE SOUTH 02°10'34" WEST 659.80 FEET TO THE SOUTH LINE OF THE AFORESAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34;
THENCE SOUTH 88°47'26" EAST, ALONG SAID SOUTH LINE, 208.00 FEET TO THE POINT OF BEGINNING.

9208061416

11937

EXHIBIT "B"

MAY CREEK PARCEL 13
DESCRIPTION: DISTRICT PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 02°09'50" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 682.59 FEET;
THENCE SOUTH 87°50'10" EAST 783.68 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 87°50'10" EAST 400 FEET;
THENCE SOUTH 02°09'50" WEST 326.70 FEET;
THENCE NORTH 87°50'10" WEST 400 FEET;
THENCE NORTH 02°09'50" EAST 326.70 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR THE PURPOSE OF INGRESS, EGRESS, INSTALLING AND MAINTAINING UTILITIES UNDER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, LYING WITHIN A STRIP OF LAND 30 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 02°09'50" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 640.24 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 52°14'13" EAST 129.06 FEET;
THENCE SOUTH 87°32'14" EAST 93.09 FEET;
THENCE SOUTH 70°00'13" EAST 267.72 FEET;
THENCE NORTH 77°00'29" EAST 145 FEET;
THENCE SOUTH 66°03'24" EAST 211.94 FEET TO THE TERMINUS OF SAID LINE.

TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS ON THE PROPERTY IN THE ORIGINAL REASONABLE GRADING OF SAID EASEMENT.

9208061416

EXHIBIT

SUBJECT TO:

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

RESERVED BY: WARRANTY DEED AND EASEMENT
PURPOSE: WATER MAINS
AREA AFFECTED: AS CONSTRUCTED OR TO BE RELOCATED AT A
FUTURE TIME WITHIN SAID PREMISES
RECORDED: NOT DISCLOSED
RECORDING NUMBER: 6675765

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PLUM CREEK TIMBER COMPANY, INC., AS
SUCCESSOR IN INTEREST TO BN
TIMBERLANDS, INC.
PURPOSE: INGRESS AND EGRESS
AREA AFFECTED: NORTHERLY 70 FEET OF THE EASTERLY 110
FEET OF SAID PREMISES
RECORDED: DECEMBER 31, 1987
RECORDING NUMBER: 8712311558

TERMS AND CONDITIONS OF ADDITIONAL CHARGES FOR CONNECTION AND USE OF
DISTRICT'S WATER AND SEWER SYSTEM RECORDED UNDER RECORDING NUMBER
7801250820.

NOTICE OF ADOPTION OF SEWER GENERAL FACILITIES CHARGE RECORDED SEPTEMBER
19, 1991 UNDER AUDITOR'S FILE NO. 9109191394 PURSUANT TO RESOLUTION NO.
1310 FILED BY KING COUNTY WATER DISTRICT NO. 107

11937

TITLE INSURANCE COMPANY

EXHIBIT 28

QUEST OF
RANCE COMPANY
ER

701 FIFTH AVENUE
SEATTLE, WASHINGTON 98104

WHEN RECORDED RETURN TO
KING COUNTY OFFICE OF OPEN SPACE
506 SECOND AVE.
1621 SMITH TOWER
SEATTLE, WA. 98104

192411

THIS SPACE PROVIDED FOR RECORDER'S USE

STATUTORY WARRANTY DEED

THE GRANTOR

VIVIAN D. LOVEGREN, PERSONAL REPRESENTATIVE OF THE ESTATE OF WILLIAM H. MARSHALL, DECEASED

for and in consideration of
TWO HUNDRED THIRTY SIX THOUSAND DOLLARS AND NO/100 (\$236,000.00)

in hand paid, conveys and warrants to
KING COUNTY, A MUNICIPAL CORPORATION

File for Record at the Request of
Robert H. Amundson
King County Office of Open Space

the following described real estate situated in the County of KING State of Washington:

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO AND BY THIS REFERENCE IS MADE A PART HEREOF.

Dated: May 20, 1992

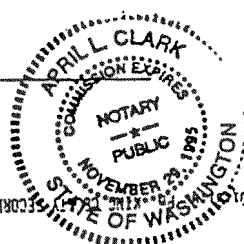
342405-9155

Vivian D. Lovegren
VIVIAN D. LOVEGREN, PERSONAL REP.
Personal Rep

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that VIVIAN D. LOVEGREN is the person who appeared before me, and said person acknowledged that SHE signed this instrument, on oath stated that SHE was authorized to execute the instrument and acknowledged it as PERSONAL REPRESENTATIVE of THE ESTATE OF WILLIAM H. MARSHALL to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-22-92
Notary Public April L. Clark
My appointment expires 7-20-95



9205261088

192411-6

EXHIBIT A

LEGAL DESCRIPTION

THE EAST 25 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 208 FEET OF THE EAST 416 FEET THEREOF;

AND EXCEPT THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE SOUTHWESTERLY MARGIN OF COAL CREEK PARKWAY S.E. (RENTON-NEWCASTLE ROAD NO. 1019) AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NUMBER 1021019;

AND EXCEPT THAT PORTION OF THE SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTH OF THE CENTERLINE OF MAY CREEK AND NORTH OF THE NORTHEASTERLY MARGIN OF THE COAL CREEK PARKWAY S.E. (RENTON-NEWCASTLE ROAD NO. 1019), WESTERLY OF THE WESTERLY MARGIN OF THE NEWCASTLE ROAD REVISION AND EASTERLY OF A LINE WHICH IS 307 FEET WESTERLY FROM SAID WESTERLY MARGIN OF THE NEWCASTLE ROAD REVISION, MEASURED PERPENDICULAR THERETO;

AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR COAL CREEK PARKWAY S.E. (RENTON-NEWCASTLE ROAD NO. 1019) BY DEED RECORDED UNDER RECORDING NUMBER 1021019;

AND EXCEPT THAT PORTION LYING WITHIN THE RIGHT OF WAY FOR S.E. 95TH WAY; AND EXCEPT THAT PORTION LYING WITHIN THE RIGHT OF WAY FOR NEWCASTLE ROAD REVISION (136TH AVENUE S.E.);

TOGETHER WITH THAT PORTION OF VACATED RENTON-NEWCASTLE ROAD ADJOINING, AS VACATED BY KING COUNTY ORDINANCE NUMBER 1058;

EXCEPT THAT PORTION, IF ANY, LYING EASTERLY OF THE WESTERLY RIGHT OF WAY MARGIN FOR NEWCASTLE ROAD REVISION (136TH S.E.).

AND EXCEPT THAT PORTION OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34;
THENCE S88-29-35E, ALONG THE SOUTH LINE OF SAID SECTION,
1086.69 FEET TO THE NORTHEASTERLY MARGIN OF COAL
CREEK PARKWAY S.E.;

THENCE N47-50-49W, ALONG SAID MARGIN, 574.28 FEET TO
THE POINT OF BEGINNING;

THENCE CONTINUING N47-50-49W 124.85 FEET;

THENCE CONTINUING ON SAID MARGIN ON A CURVE TO THE RIGHT, HAVING
A RADIUS OF 84.59 FEET, AN ARC DISTANCE OF 243.31 FEET TO A POINT
OF REVERSE CURVE;

THENCE ON A CURVE TO THE LEFT, HAVING A RADIUS OF 388.17 FEET, AN
ARC DISTANCE OF 167.08 FEET;

THENCE, LEAVING SAID MARGIN, S42-09-11W 242.85 FEET,
MORE OR LESS, TO THE POINT OF BEGINNING.

9205261088

SUBJECT TO:

1. ANY QUESTION THAT MAY ARISE DUE TO SHIFTING AND CHANGING IN THE COURSE OF THE MAY CREEK.
2. RIGHT OF THE STATE OF WASHINGTON IN AND TO THAT PORTION, IF ANY OF THE PROPERTY HEREIN DESCRIBED WHICH LIES BELOW THE LINE OF ORDINARY HIGH WATER OF THE MAY CREEK.
3. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

RECORDED:	November 22, 1949
RECORDING NUMBER:	3960225
GRANTEE:	KING COUNTY
4. RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON PROPERTY HEREIN DESCRIBED AS GRANTED IN DEED:

RECORDED:	May 20, 1964
RECORDING NUMBER:	5738304
GRANTEE:	KING COUNTY

11937

Filed for Record at the Request of

King County Office of Open Space

IL PROJECT

EXHIBIT 29

GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made by and between Wayne H. Simmons and Beverly M. Simmons, husband and wife, having an address at _____ ("Grantor"), and King County, a Washington municipal corporation, by and through THE KING COUNTY OFFICE OF OPEN SPACE, having its principal offices at the Smith Tower, 506 Second Avenue, Seattle, Washington 98104 ("Grantee").

BACKGROUND

1. Grantor is the owner in fee of certain real property in King County, Washington, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
2. The Property possesses natural, scientific, educational, scenic, cultural and open space values (collectively, "Conservation Values") of great importance to the people of King County and the people of the State of Washington.
3. Grantor recognizes that the Property has substantial conservation value and desires to cooperate with the Grantee in preserving and protecting these values.
4. Grantor wishes to convey to King County an easement upon the Property providing for the preservation of native vegetation for all purposes that benefit the public health, safety, and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering and protection of plant and animal habitat.
5. The Grantee has determined that acquisition of such an easement will benefit the public through the preservation and protection of the Property's conservation values and the Grantee is willing to purchase the Easement and accept this instrument of conveyance.
6. The grant and conveyance of such an easement by the Grantor to the Grantee will preserve and protect the conservation values of the Property in perpetuity in accordance with the specific terms and conditions hereinafter set forth.

CONVEYANCE

Grantor, for and in consideration of Eighty Thousand and no/100 Dollars (U.S. \$80,000.00) lawful money of the United States of America, paid to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, and the Grantor being therewith fully satisfied, does convey and warrant unto the Grantee forever a beneficial interest in the Property as follows:

1. Grant of Easement. Grantor hereby conveys and warrants to Grantee a conservation easement in perpetuity over the Property on the terms and conditions set forth herein (the "Easement").

Filed by Chicago Title Insurance Co.
Ref. # 215536-6

9309292642

Grantor expressly intends that this Easement runs with the land and that this Easement shall be binding upon Grantor's successors and assigns.

2. Easement Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural and open space condition and to prevent any use of the Property that may impair or interfere with the conservation values of the Property.

3. Rights of Grantee. To accomplish the purpose of this Easement the Grantee shall have the right of use of the Property as if it were the owner thereof in fee simple, subject to the limitations of King County Ordinance 9071. Such rights shall include but not be limited to the following:

- a. To preserve and protect the conservation values of the Property;
- b. To enter upon the Property at any time for any purpose;
- c. To construct, operate and maintain a trail for the use of the public suitable for pedestrians, equestrians, bicyclists and other similar users of non-motorized facilities.
- d. To make the Property accessible to the public, limited only by regulations established by King County Parks Division.

9309292642

4. Rights of Grantor. Grantee shall make no use of the property other than those uses he might enjoy as a member of the general public, except that he may, within five years of the date this transaction closes, construct a well and pipeline to serve one single-family dwelling, provided that such well and pipeline shall not be located within 100 feet of the centerline of the trail referred to in Paragraph 3, herein. Without limiting the generality of the foregoing, the following uses are specifically prohibited:

- a. Constructing or installing any building;
- b. Constructing or installing any pipeline, well, septic system or drain field, except as provided for herein.
- c. Constructing or installing any above or below ground utility pole, tower, line or facility;
- d. Constructing any pond or other surface impoundment or disrupting, diverting or altering any surface water in a defined bed or channel;
- e. Logging, pruning or cutting any timber, shrubs, grasses or other flora, except as necessary to protect the public health and safety;
- f. Conducting grazing or agricultural activities of any kind;
- g. Conducting any exploration for or development or extraction of minerals and hydrocarbons, except as permitted in subparagraph b, above;
- h. Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat or sod;
- i. Paving any surface of the Property;

3

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j. Installing or parking any structure such as a mobile home, camper or other form of living vehicle on the Property; and

k. Dumping or other disposal of wastes, refuse, and other debris.

1. Grantor may convey and warrant and Grantee shall accept Grantor's remaining fee interest in the Property at any time without additional consideration. In the event Grantor transfers the remaining fee interest in the Property to Grantee, such transfer shall be subject to an easement in favor of Grantor for the domestic water well and pipeline facilities previously constructed by Grantor pursuant to paragraph 4 herein. Said reserved easement for the well and pipeline facilities shall include the right to enter upon the Property to make reasonable inspections and repairs to said well and water line facilities. In the event such maintenance or repairs are performed, Grantor shall restore the Property to its previous condition.

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. Where the violation involves injury to the Property resulting from any activity or use inconsistent with the purpose of this Easement, Grantee may also demand restoration of the Property so injured. If Grantor fails to begin curing such violation within thirty (30) days after receipt of notice thereof from Grantee, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to: (1) enforce the terms of the Easement and enjoin the violation by temporary or permanent injunction; (2) recover damages, including damages for the loss of scenic, aesthetic, or environmental values; and (3) require the restoration of the Property to the condition that existed prior to any such violation.

6. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against the Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to or changes in the Property resulting from causes beyond Grantor's control, including, without limitation, natural changes, fire, flood, storm, or earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes, or from acts of trespassers.

7. Costs 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 Property, except that Grantee shall be responsible for maintaining a corridor within 100 feet of the centerline of the trail referred to in paragraph 3d, herein, including the following:

a. Grantor shall keep Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

b. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

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8. Subsequent Transfers. Grantor agrees to reference the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest no later than sixty (60) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement nor limit its enforceability in any way.

9. Recordation. Grantee shall record this instrument in timely fashion in the official records of King County, Washington, and any other appropriate jurisdictions and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

10. General Provisions

10.1 Governing Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Washington.

10.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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10.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

10.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understands, or agreements relating to the Easement, all of which are merged herein.

10.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

10.6 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 12 day of Aug, 1993.

Wayne A. Simmons
Wayne A. Simmons

Beverly M. Simmons
Beverly M. Simmons

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STATE OF WASHINGTON)
)SS

COUNTY OF KING)

On this 12th day of August, A.D. 1993,
before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn personally
appeared Wayne A. Simmons, to me known to be the individual
described in and who executed the foregoing instrument, and
acknowledged to me that he signed and sealed the said instrument as
his free and voluntary act and deed for the uses and purposes
therein mentioned.

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

M. J. Taylor
Notary Public in and for the
State of Washington, residing
at Nashua, WA
City and State
My appointment expires 2-15-94

STATE OF WASHINGTON)

COUNTY OF KING)

On this 12th day of August, A.D. 1992,
before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn personally
appeared Beverly M. Simmons, to me known to be the individual
described in and who executed the foregoing instrument, and
acknowledged to me that she signed and sealed the said instrument
as her free and voluntary act and deed for the uses and purposes
therein mentioned.

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

M. J. Taylor
Notary Public in and for the
State of Washington, residing
at Nashua, WA
City and State
My appointment expires 2-15-94

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EXHIBIT A TO CONSERVATION EASEMENT

LEGAL DESCRIPTION

EXHIBIT A

That portion of the Southwest quarter of the Northeast quarter of Section 34, Township 24 North, Range 5 East, W.M., in King County, Washington, lying Northeasterly of 144th Place Southeast, Southerly of the North 528 feet thereof, and Southeasterly of the following described line:

Beginning at the Southeast corner of said Southwest quarter of the Northeast quarter;
thence North 1°47'54" East along the East line of said Southwest quarter of the Northeast quarter 780.11 feet to the South line of the North 528 feet of said subdivision;
thence North 88°35'34" West along said South line 242.87 feet to the TRUE POINT OF BEGINNING of said line;
thence South 39°27'40" West 326.74 feet, more or less, to the Northeasterly margin of 144th Place Southeast and the terminus of said line.

(Contains an area of 4.24 acres, more or less)

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