



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**September 12, 2000**

**Ordinance 13930**

**Proposed No.** 2000-0490.3

**Sponsors** Irons, Miller and Phillips

1 AN ORDINANCE authorizing the King County executive to  
2 enter into an intergovernmental agreement and a real estate  
3 exchange agreement with the Sammamish Plateau Water and  
4 Sewer District exchanging 6.43 acres of Section 36 Park for  
5 an equal 6.43 acres of land owned by the district on the  
6 western boundary of Section 36.

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**FINDINGS OF FACT:**

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1. The Sammamish Plateau Water and Sewer District (“district”) owns a 6.43  
11 acre parcel of land along the western boundary of Section 36 Park identified as  
12 Parcel A.

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2. King County owns an equal amount of land within Section 36 Park described  
14 as Parcel B.

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3. Parcel A, consisting of 6.43 acres, timber and a utility and access easement is  
16 valued at \$305,600.

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17 4. Parcel B, consisting of 6.43 acres, conservation easement, access easement and  
18 timber is valued at \$303,300.

19 5. Under state guidelines for water storage and provision, the district is required  
20 to build a water storage facility to meet local needs by July 2001. The district has  
21 an interest in developing two four-million-gallon tanks, a booster pump station  
22 and distribution pipelines to serve customers, including the proposed Section 36  
23 Park.

24 6. Parcel A has a greater value in wildlife habitat and natural resources than that  
25 of Parcel B.

26 7. As Parcel A is unsuitable for development of water storage facilities, King  
27 County and the district have an interest in exchanging Parcel A for Parcel B.

28 8. In addition to the parcel exchange, the Sammamish Plateau Water and Sewer  
29 District will develop trailhead facilities and interior trails within Section 36 as  
30 outlined within the attached intergovernmental agreement.

31 9. The department of parks and recreation has approved the proposed trade and  
32 has declared the subject property (Parcel B) surplus to its needs.

33 10. The King County council may authorize the trade of county property for real  
34 property of similar value pursuant to K.C.C. 4.56.100.

35 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

36 SECTION 1. The King County council, having determined that the lands  
37 described as Parcel B are surplus to the needs of King County, and having determined  
38 that a trade for real property of higher resource value is in the best interest of the public,  
39 authorizes the King County executive to enter into a intergovernmental agreement

40 (Attachment A to this ordinance) and a real estate exchange agreement (Attachment B to  
41 this ordinance) with the Sammamish Plateau Water and Sewer District.

42 SECTION 2. The exchange of 6.4 acres of Section 36 Park for an equal 6.4 acres  
43 of land owned by the Sammamish Water and Sewer District does not otherwise amend  
44 the scope or purposes of the Section 36 Regional Park Preliminary Master Plan as

Ordinance 13930

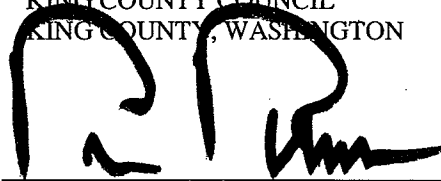
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45 previously adopted by the King County Council in Motion Nos. 95-541 and 95-542  
46 (November, 1995) and in Motion No. 1997-0640 (April 1997).  
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Ordinance 13930 was introduced on 8/14/00 and passed as amended by the Metropolitan King County Council on 9/11/00, by the following vote:

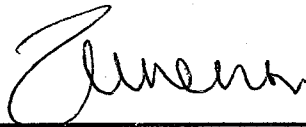
Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,  
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.  
Hague, Mr. Vance and Mr. Irons  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



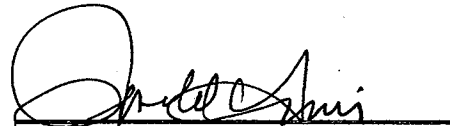
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 18 day of September 2000

  
Ron Sims, County Executive

**Attachments**

A. Intergovernmental Agreement for Land Transfer and Development of Water Tanks and Related Facilities at Section 36 Park, September 11, 2000, B. Real Estate Exchange Agreement, September 11, 2000

INTERGOVERNMENTAL AGREEMENT  
FOR LAND TRANSFER AND DEVELOPMENT OF WATER TANKS AND  
RELATED FACILITIES AT SECTION 36 PARK

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2000, by and between Sammamish Plateau Water and Sewer District, hereinafter called "District", and King County, hereinafter called "County", as authorized by the Intergovernmental Disposition of Property Act, Revised Code of Washington (RCW) Chapter 39.33.

RECITALS

WHEREAS the District owns 6.4 acres of real property located in the southwest quarter of Section 36 in King County, which is legally described on Exhibit A attached hereto and identified as Parcel A ("Parcel A"); and

WHEREAS the County owns the remaining portion of Section 36 in King County which the County plans to develop as a park ("Park") and has identified 6.4 acres in the Northwest quarter of Section 36, which is legally described on Exhibit B attached hereto and identified as Parcel B ("Parcel B") for certain purposes as further described herein; and

WHEREAS the District desires to construct two water storage tanks and related facilities to serve its customers; and

WHEREAS the District's property identified as Parcel A contains mature trees, significant wetlands and other habitat features that make it less suitable for development as a water storage tank site; and

WHEREAS the County desires to obtain and protect wetland and habitat areas for the public benefit and enjoyment; and

WHEREAS the District and the County have determined that the public interest would be best served by a two party agreement authorizing the County and the District to (a) exchange ownership of Parcels A and B (collectively referred to herein as "the Parcels"); (b) provide for the District's construction of the water storage tanks on Parcel B and the installation of related facilities on certain easements to be located within Section 36; and (c) provide the local facilities necessary to serve Section 36 with water for its development as a Park; and

WHEREAS the parties have the authority pursuant to the Intergovernmental Disposition of Property Act, Ch. 39.33 RCW and RCW 36.34.130, King County Code (KCC) Chapter 4.56, to enter into a two party agreement and to provide for the exchange of real property for the purposes set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the District and the County hereby agree as follows:

- 1. District Obligations.** The District agrees to exchange the Parcels, obtain permits necessary for the construction of the two water storage tanks and related facilities, including all necessary County permits, and to design, construct, operate and maintain the tanks and related facilities as follows:
  - 1.1 The District shall exchange Parcel A and a related access and utility easement thereto for Parcel B, access and utility easements, temporary construction easements, and a conservation area easement (see Exhibits) related thereto as further described herein from the County.
  - 1.2. The District shall have the Parcels and related easements described herein appraised per King County's IntraAgency Committee (IAC) appraising requirements. The District and the County shall review and, if appropriate, approve the appraisals, such approvals not to be unreasonably withheld.
  - 1.3. The District shall design, construct, and pay for the construction of two water storage tanks equaling approximately 8 million gallons on Parcel B. The tanks shall be approximately 35 feet in height. At its own expense, the District shall plant trees and/or other landscape material around the tank site, as approved by the County, for the purpose of screening the facilities from the public's view.
  - 1.4. The District shall design, construct, and pay for the construction of a potable water booster station adjacent to the south side of the Beaver Dam trailhead parking lot in a location approved by the County and the District, such approvals not to be unreasonably withheld. The booster station building shall be approximately 30 feet by 50 feet in size and the design, to the extent practical, will be in accordance with the design objectives, details, and concepts described in the Section 36 Master Plan, and as approved by King County. The District shall pay for all operation and maintenance costs for the booster station.
  - 1.5. The District shall retain and pay for a Landscape Architect approved by King County to work with the District's consulting engineer in the design of the access road, parking lot, trail, mitigation planting, buffering, and the siting and exterior appearance of the water storage tanks and booster station.

- 1.6. The District shall design, construct, and pay for the construction of a 20-foot wide, unpaved, crushed-rock access road from the Beaver Dam trailhead described in subparagraph 1.8 to Parcel B in an alignment approved by the County.
- 1.7. The District shall design, construct, and pay for the construction of the stormwater facilities meeting the requirements of the King County's Surface Water Design Manual for the proposed tank site on Parcel B and the access road described in subparagraph 1.6. The permanent aboveground stormwater detention facilities located at the tank site shall be constructed so that they are screened from the public's view at the trailhead and locations in the eastern portion of the Park. Further, the aboveground stormwater detention shall be designed, to the extent practical, in a natural manner. The final stormwater detention plans must be approved by the County, and such approval shall not be unreasonably withheld.
- 1.8. The District shall design, construct, and pay for the construction of an asphalt-concrete parking lot at the location of, and for the purpose of, the Beaver Dam trailhead and for the construction of the parking lot's under-ground stormwater facilities in accordance with specifications approved by the County and the District. The parking lot shall be designed for a total of 24 parking spaces; five of those spaces shall be designed to accommodate horse trailer parking.
- 1.9. The District shall design, construct, and pay for the construction of three potable water pipelines within the Access and Utility easement described in subparagraph 2.3;
  - a) extending from the water storage tanks on Parcel B to the booster station, and
  - b) extending from the water storage tanks to the east end of East Main Drive, and
  - c) extending from the east end of East Main Drive to the Booster Station and the east end of the Beaver Dam trailhead
- 1.10. In addition, the District shall design, construct, and pay for the construction of a potable water pipeline extending from the east end of the Beaver Dam trailhead to the Trossachs' development within the permanent easement described in subparagraph 2.5 below.
- 1.11. The District shall design, construct, and pay for the construction of a trail, referred to as the Beaver Dam Access Trail, and any landscaping above the pipeline described in subparagraph 1.10 above, within the portion of the 30-foot wide construction easement described in subparagraph 2.5 below that extends from the Beaver Dam trailhead to the center of the Park. The trail and landscaping shall be installed in accordance with plans and specifications approved by the County and the District. In addition, the District shall

construct, and pay all of the costs incurred for the construction of a cleared road right-of-way over the pipeline described in subparagraph 1.10, extending from the end of the trail to the District's water distribution system near the Trossachs' development. The road right-of-way shall follow the parks proposed parkway loop access road alignment. The pipeline shall be constructed below the final road grade as determined by the County, to a minimum depth of 3 feet. The cleared road right-of-way shall be cleared of debris, graded back to the natural contours, and all disturbed areas within the construction and permanent easement described in subparagraph 2.5 shall be hydroseeded following the construction of the pipeline.

- 1.12 In accordance with Resolution number 2298 previously adopted by the District Board of Commissioners, public agencies developing public projects are exempt from the water allocation process established by that resolution which also set aside 300 equivalent residential units ("ERUs") of water for development by public agencies and to provide for emergency needs, some of which have been utilized. Therefore, if the County applies to the District for a Certificate of Water Availability ("Certificate") and enters into a Developer Extension Agreement for the Section 36 Park, and if the District has water ERUs available for the Park, the District shall provide the County with a Certificate to develop the Section 36 Park and/or a Developer Extension Agreement conditioned on the approval of the District's Board of Commissioners and payment of all applicable fees and charges. In addition, if the County applies to the District for a Certificate and enters into a Developer Extension Agreement for the Section 36 Park, in consideration of the terms and conditions in this Agreement, the County's obligation to pay water local facility charges shall be waived for connection to the potable water pipeline to be constructed by the District referenced in subparagraphs 1.10 above, although other costs may be incurred by the County to receive water service as defined in subparagraph 2.9 herein.
  - 1.13 Any above-ground District facilities on the tank site shall be screened from public view.
  - 1.14 Any future District facilities required within the Section 36 Park not identified in this Agreement shall be included in a District Comprehensive Water Plan that must be approved by the County in accordance with Chapter 57.16 RCW.
  - 1.15 The water pipeline that was proposed in the District's 1994 Water Comprehensive Water Plan, to extend south along the west property line of Section 36 and then east along the south property line of Section 36 connecting East Main Drive and the Trossach's Development, will be replaced with the pipeline and route referred to in subparagraphs 1.10 and 2.5.
- 2. County Obligations.** The County agrees to exchange the Parcels, process the District's applications for permits and approvals for the construction of the two water



storage tanks and related facilities, and work with the District to review, comment and/or approve the layout and design for the water storage tanks, potable water pipeline alignments, trail, access locations, parking lot, landscaping plans, booster station location, and exterior appearance, as follows:

- 2.1. The County shall exchange Parcel B and the related easements described below for Parcel A and the related County-issued access and utility easements from the District.
- 2.2. The County shall grant the District a temporary Construction easement, as legally described in Exhibit C, for the construction of:
  - a) two storage tanks as described in subparagraph 1.3,
  - b) the water booster station as described in subparagraph 1.4,
  - c) the access road as described in subparagraph 1.6,
  - d) the stormwater facilities as described in subparagraph 1.7,
  - e) the parking lot and other facilities described in subparagraph 1.8,
  - f) the potable water pipelines as described in subparagraph 1.9,
  - g) and any other facilities as mutually agreed to by the County and the District for the construction of the Beaver Dam trailhead and the water storage facilities.
- 2.3. The County shall grant the District a permanent Access and Utility easement, as legally described in Exhibit D. This easement is for access to Parcel B from the east end of East Main Drive, and for the purposes of using, operating, maintaining, repairing or replacing the booster station described in subparagraph 1.4, underground utilities (such as water, power, telephone) and the gravel roadway described in subparagraph 1.6.
- 2.4. The County shall grant the District a Conservation Area easement totaling 97,136 square feet located directly north and adjacent to Parcel B to satisfy County permit requirements regarding impervious surfaces relating to the development of the two water storage tanks on Parcel B.
- 2.5. The County shall grant the District a 30-foot wide Construction easement and a 20-foot wide permanent Utility easement for the purposes of installing, using, operating, maintaining, repairing and replacing the potable water pipeline described in subparagraph 1.10 above. This easement extends from the east end of the Access and Utility easement described in subparagraph 2.3 above, to the center of the Park, generally under the alignment of the proposed Beaver Dam Access Trail, and then south to the District's existing water distribution system located in the Trossachs' Development, generally under the alignment of the Park's proposed Parkway Loop access road. The presently identified alignment is on a route mutually agreed upon by the District and the County.

- 2.6 The County shall work, at its expense, to expeditiously provide design input and review, comment, and/or approve the layout and design of the tanks, the Beaver Dam trailhead parking lot and all of the related facilities and landscaping, including the location and exterior appearance of the booster station.
- 2.7. The County shall work with the District to provide design input and comment and/or approve the design and construction documents for the alignment, design and landscaping of the proposed Beaver Dam Access Trail, which extends from the Beaver Dam trailhead to the center of the Park and is to be built in association with the pipeline addressed in subparagraph 1.10 herein. The District's design shall provide sufficient detail for locating the pipeline in its final horizontal and vertical location.
- 2.8. The County shall complete, at its expense, the preliminary design of the proposed Parkway Loop access road from the end of the proposed Beaver Dam access trail as discussed in subparagraph 1.11 to Trossachs Boulevard, in coordination with the District's construction schedule and with sufficient detail for locating the pipeline identified in subparagraph 1.10 in its final horizontal and vertical location.
- 2.9. The County shall pay all normal and applicable District water local facility charges and developer extension agreement fees, charges and costs related to the design, approval and installation of water meters, additional pipelines, valves, tees, hydrants and other necessary appurtenances required for the Park with the exception of the water local facility charge for connection to the potable pipeline described in subparagraph 1.10 as provided for in subparagraph 1.12. Definitions and descriptions of the terms and charges addressed herein are described in the District's standard water developer extension agreement.
- 2.10. The County shall pay for any and all relocation costs incurred by the District for the water pipeline that lies below the trail and roadway east of the Beaver Dam trailhead and extending to the southern entrance of the Park at the Trossach's development as described in subparagraph 1.10, caused by a change in design of the trail or roadway by the County after the District has completed design and construction of the pipeline. In the event that the County negligently damages the pipeline during the development of the Park, the County shall pay for or reimburse the District its pro rata share for all costs incurred to repair the pipeline, to the full extent of the County's negligence.

### **3. Project Construction.**

- 3.1. Supervision and Compliance: The District shall perform the duties of the "Owner" as defined in the construction plans, contract documents and specifications for the projects associated with the construction of the facilities defined herein. In the construction of the facilities, the District shall comply with

all applicable laws, statutes, rules, regulations and ordinances applicable to the Parties to this Agreement, including, without limitation, all necessary governmental permits and approvals.

- 3.2. Progress Reports: The District shall make periodic reports to the County on the progress of the construction of the facilities pursuant to the construction plans. The County shall be apprised of all meetings relating to facilities construction and shall be entitled to attend all meetings, whether regularly scheduled or not. The County retains the right to make inspection of the progress of the facilities, including, without limitation, inspection of the construction plans and all contract documents at reasonable times and upon reasonable notice to the District.
4. **Default by Parties to the Agreement.** If at any time, in the reasonable judgment of the Parties, either Party fails to competently perform the duties stated herein, the other Party may demand remedy of such default pursuant to Paragraph 9 of this Agreement. Notwithstanding the provisions of Paragraph 9, if the offending Party shall have failed to commence any good-faith cure of such failure within thirty (30) calendar days following written demand, the other Party may, at its option, cure any default. The non-defaulting Party may seek recovery for the cost of such cure as part of its action to enforce the terms of this Agreement.
5. **License to Enter Property.** The District agrees to grant to the County such licenses to enter upon its real property as may be necessary for the exercise of the rights and obligations set forth herein and for the improvement of the Facilities.
6. **Time Period.** The term of this Agreement is twenty (20) years. The Agreement shall be renewed automatically for succeeding periods of five (5) years each. Either Party may dispense with renewals by so notifying the other Party in writing. Such notices must be delivered to the other Party no less than twelve (12) months before the date of the expiration of the Agreement.
7. **Conveyance of Title.**
  - 7.1. Within thirty days (30) days of execution of this agreement, the County shall convey to the District by deed all of its ownership interest in Parcel B, and shall provide the temporary and permanent easements referenced herein to the District by appropriate documents.
  - 7.2. Within thirty days (30) days of execution of this agreement, the District shall convey to the County by deed all of its ownership interest in Parcel A and any related access and utility easements issued by the County by appropriate documents.

- 8. Representatives.** Each Party shall designate one person to be its representative for the purposes of this Agreement. The original designations shall be submitted by each signatory, in writing, to the other signatory within 20 days of execution of this Agreement. Each Party shall revise the designation to indicate any change as needed, including the replacement of the originally named representatives. Revisions shall be delivered to the other Party's representative. All designations shall state the name of the representative, his/her title, mailing address and phone number(s).
- 9. Dispute Resolution.** If either Party claims that the other Party has breached any term of this Agreement, the following procedures shall be followed if, and when, informal communications such as telephone conversations, fail to satisfy the claiming Party:
- 9.1. The claiming Party's representative shall provide a written notice to the other Party's representative of the alleged breach. The notice shall identify the act or omission at issue and the specific term(s) of the Agreement which the complaining Party alleges was violated.
- 9.2. The responding Party's representative shall respond to the notice in writing within seven (7) working days. The response shall state that Party's position as well as what, if any, corrective action the responding Party agrees to take.
- 9.3. The claiming Party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, any corrective action shall be taken within fourteen (14) calendar days of the receipt of the responding Party's reply. If dissatisfied, the claiming Party shall call an in-person meeting. The meeting shall occur within a reasonable period of time and shall be attended by the designated representatives of each Party, and such others as they individually invite.
- 9.4. If the claiming Party remains dissatisfied with the results of the meeting, it may sue to enforce the terms of this Agreement. The Parties also may agree to an alternate dispute resolution process.
- 10. Insurance.** The District shall procure, maintain, and require all general contractor(s) ["Contractor"] to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work associated with this Agreement on property owned by the County or within the District easements on County-owned property, as outlined below:
- 10.1. Scope of Insurance: Coverage shall be at least as broad as:
- (a) Insurance Services Office form number CG 00 01 (Ed. 11-88) covering Commercial General Liability.

(b) Insurance Services Office form number CA 00 01 (Ed. 12-90), covering Automobile Liability symbol 1 "any auto".

(c) Worker's Compensation / industrial insurance as required by the State of Washington and Stop Gap or Employer's Liability: \$1,000,000

10.2. Minimum Limits of Insurance: The District and Contractor shall maintain limits no less than:

(a) Commercial General Liability: \$1,000,000 combined single limit.

(b) Automobile Liability: \$1,000,000 combined single limit.

(c) Worker's Compensation: Statutory and Stop Gap or Employer's Liability: \$1,000,000.

10.3. Deductibles & Self -Insured Retention: Any deductibles or self-insured retentions shall be declared and approved by the County. The deductible or self-insured retentions of the policies shall not limit or apply to the Contractor's or District's liability to the County and shall be the sole responsibility of the Contractor and District.

10.4. Endorsements:

(a) General Liability and Automobile Liability:

The policy shall contain, or be endorsed to contain, the following provisions:

i. The County and its officers, officials, employees and agents shall be covered as additional insured with respect to liability arising out of activities performed by the District or Contractor on work financed by this Agreement.

ii. To the extent of the District's or Contractor's negligence, the District's or Contractor's insurance coverage shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be contributed to the District's or Contractor's insurance and shall not benefit the District or Contractor in any way.

iii. The District's or Contractor's insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverage: District's and Contractor's coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

10.5. Acceptability of Insurers. Insurance shall be placed with the insurers with a Bests' rating of no less than A: VIII rating.

10.6. Verification of Coverage. The District and Contractor shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsement 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 on forms approved by the County and are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

## **11. Hold Harmless.**

11.1 The County and District shall indemnify, defend, and hold the other harmless to the extent of the indemnitor's negligence as permitted under Washington law.

11.2. A required specification in any contract awarded by the District for work performed pursuant to this Agreement shall contain a provision binding Contractor to hold harmless, indemnify and defend at its own expense, the County and its officers, agents, elected officials, and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever which are caused by or result, in whole or in part, from the negligent act(s) or omission(s) of Contractor, its officers, employees, agents, or subcontractors in the performance of, or in any way relating to, the contract between the District and the Contractor. The District shall also require the Contractor to add the County, its officers, officials, employees and agents as an additional insured to the Contractor's General and Automobile Liability policies.

11.3 A required specification in any contract awarded by the District for work performed pursuant to this Agreement shall also contain a provision binding the contractor to indemnify and defend the County from any claim, demand, and/or cause of action brought by or on behalf of any of the Contractor's employees or agents which are caused by or result, in whole or in part, from the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents or subcontractors in the performance of, or in any way relating to, the contract between the District and the Contractor. This foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under the Washington Industrial Insurance Act, RCW Title 51, as respects the County

with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated upon by them.

- 12. Assignment.** Neither Party shall assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other Party. Written authorization shall not be withheld unreasonably.
- 13. Severability.** If any term of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, but shall continue in full force.
- 14. Termination** Pursuant to the terms and conditions herein, this Agreement may be terminated either (a) by mutual agreement of the Parties, or (b) unilaterally if the terminating Party gives twelve (12) month's notice to the other.
- 15. Non-Waiver.** The failure of either Party to insist upon the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, or any other provisions of this agreement.
- 16. Integration.** This writing contains all of the terms of this Agreement. It replaces all prior negotiations and agreements. Modifications shall be in writing and be signed by each Party's representative.
- 17. "Party" or "Parties".** The terms "party" or "parties" as used herein shall mean the District and the County, as the context may require.

**18. Recordation.** This Agreement shall be recorded with the King County Records and Election Division.

**19. Notice.** All notices pursuant to this Agreement shall be in writing and mailed to the following addresses, unless either Party notifies the other in writing of a change of address:

Sammamish Plateau Water and Sewer District  
1510 228<sup>th</sup> Ave. SE  
Sammamish, WA 98075

Department of Parks & Recreation  
2040 84<sup>th</sup> Ave. SE  
Mercer Island, WA 98040

SAMMAMISH PLATEAU  
WATER AND SEWER DISTRICT

KING COUNTY

By: \_\_\_\_\_  
Ronald E. Little  
Title: General Manager

By: \_\_\_\_\_  
Ron Sims  
Title: Executive, King County

APPROVED FOR FORM

By: \_\_\_\_\_  
Scott Johnson, Deputy  
Prosecuting Attorney



- EXHIBITS:** Exhibit A, Legal Description  
 Exhibit B, Legal Description  
 Exhibit C, Temporary Construction Easement  
 Exhibit D, Access and Utility Easement  
 Exhibit E, Conservation Easement

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public in and for the State of  
 Washington.  
 Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public in and for the State of  
 Washington.  
 Commission Expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

SELLER'S PARCEL

That portion of the west half of the southwest quarter of Section 36, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the west line of said southwest quarter from whence the west quarter corner of said section 36 bears north  $01^{\circ}45'53''$  east 800.00 feet; thence south  $01^{\circ}45'53''$  west along said west line 700.00 feet; thence south  $88^{\circ}14'07''$  east 400.00 feet; thence north  $01^{\circ}45'53''$  east 700.00 feet; thence north  $88^{\circ}14'07''$  west 400.00 feet to the point of beginning.

CONTAINING AN AREA OF 280,090 SQUARE FEET OR 6.43 ACRES, MORE OR LESS

TOGETHER WITH a 40 foot easement for ingress, egress & water main along the west line of said Section 36, Township 25 North, Range 6 East, W.M.

EXHIBIT B

LEGAL DESCRIPTION

BUYER'S PARCEL

That portion lying within the northwest quarter of Section 36, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington, being described as follows:

Commencing at the west quarter corner of said Section 36; thence North  $1^{\circ}42'33''$  East, 517.46 feet along the west line of said Section 36 feet to the True Point of Beginning; thence continuing along said section line North  $1^{\circ}42'33''$  East, 443.80 feet; thence perpendicular to said section line South  $88^{\circ}17'27''$  East, 630.92 feet; thence parallel to said section line South  $1^{\circ}42'33''$  West, 443.80 feet; thence perpendicular to said section line North  $88^{\circ}17'27''$  West, 630.92 feet to the True Point of Beginning.

CONTAINING AN AREA OF 280,090 SQUARE FEET OR 6.43 ACRES, MORE OR LESS

EXHIBIT C

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

That portion lying within the northwest quarter of Section 36. Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington, being described as follows:

Commencing at the west quarter corner of said Section 36, thence along the west line of said section North  $1^{\circ}42'33''$  East, 517.46 feet to the True Point of Beginning; thence continuing along said section line North  $1^{\circ}42'33''$  East, 963.44 feet; thence perpendicular to said section line South  $88^{\circ}17'27''$  East, 445.00 feet; thence parallel to said section line South  $1^{\circ}42'33''$  West 519.64 feet; thence perpendicular to said section line South  $88^{\circ}17'27''$  East 185.92 feet; thence parallel to said section line South  $1^{\circ}42'33''$  West 443.80 feet; thence perpendicular to said section line North  $88^{\circ}17'27''$  West, 630.92 feet to the True Point of Beginning.

September 11, 2000

EXHIBIT D

LEGAL DESCRIPTION

ACCESS AND UTILITY EASEMENT

That portion lying within the northwest quarter of Section 36, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington, being described as follows:

Commencing at the west quarter corner of said Section 36; thence North  $1^{\circ}42'33''$  East, 1277.97 feet along the west line of said Section 36 to the True Point of Beginning; thence continuing along said section line North  $1^{\circ}42'33''$  East, 44.75 feet; thence South  $82^{\circ}44'53''$  East, 79.74 feet; thence South  $64^{\circ}50'41''$  East, 58.22 feet; thence South  $88^{\circ}18'20''$  East, 15.23 feet; thence North  $1^{\circ}52'12''$  East, 24.01 feet; thence South  $88^{\circ}07'48''$  East, 20.00 feet; thence South  $1^{\circ}52'12''$  West, 9.70 feet; thence South  $88^{\circ}07'48''$  East, 92.37 feet; thence northeasterly along a 20.00-foot radius curve to the left with a central angle of  $67^{\circ}30'14''$ , an arc distance of 23.56 feet to a point of reverse curve; thence easterly along a 50.00 foot radius curve to the right with a central angle of  $165^{\circ}21'35''$ , an arc distance of 144.30 feet; thence South  $88^{\circ}18'20''$  East, 38.28 feet; thence South  $1^{\circ}41'40''$  West, 20.00 feet; thence North  $88^{\circ}18'20''$  West, 45.70 feet to a point on a non-tangent curve, from which the radius point bears North  $55^{\circ}38'29''$  West; thence southwesterly along a 50.00-foot radius curve to the right with a central angle of  $36^{\circ}05'52''$ , an arc distance of 31.50 feet; thence South  $70^{\circ}27'23''$  West, 76.11 feet; thence North  $88^{\circ}17'09''$  West, 93.28 feet; thence South  $24^{\circ}13'44''$  West, 53.76 feet; thence North  $65^{\circ}48'04''$  West, 68.44 feet; thence South  $24^{\circ}12'11''$  West, 84.79 feet; thence southerly along a 70.00-foot radius curve to the left with a central angle of  $22^{\circ}30'00''$ , an arc distance of 27.49 feet; thence South  $1^{\circ}42'11''$  West, 117.54 feet; thence southerly along a 70.00 foot radius curve to the left with a central angle of  $14^{\circ}18'48''$ , an arc distance of 17.49 feet to a point of cusp; thence North  $88^{\circ}17'28''$  West, 30.66 feet to a point on a non-tangent curve, from which the radius point bears North  $81^{\circ}44'21''$  East; thence northerly along a 100.00-foot radius curve to the right with a central angle of  $9^{\circ}57'50''$ , an arc distance of 17.39 feet; thence North  $1^{\circ}42'11''$  East, 117.54 feet; thence northerly along a 100.00-foot radius curve to the right with a central angle of  $22^{\circ}30'00''$ , an arc distance of 39.27 feet; thence North  $24^{\circ}12'11''$  East, 126.34 feet; thence North  $12^{\circ}59'33''$  West, 20.25 feet; thence North  $22^{\circ}51'03''$  East, 13.16 feet to a point on a non-tangent curve from which the radius points bears South  $33^{\circ}35'18''$  West; thence westerly along a 15.00 foot radius curve to the left with a central angle of  $26^{\circ}20'11''$ , an arc distance of 6.89 feet; thence North  $82^{\circ}44'53''$  West, 59.56 feet; thence

South 6°35'36" West, 14.36 feet; thence North 83°24'24" West, 16.02 feet to the west line of said Section 36 and the True Point of Beginning, containing 39,200 square feet, or 0.90 acres, more or less.

Grantee shall have the right to enter upon said property for the purpose of constructing, maintaining and repairing said access and utilities as described in King County Permit No. B00C0133 and as described in the Intergovernmental Agreement executed by both parties to this easement and signed of even date herewith.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors and assigns of the respective parties hereto.

EXHIBIT E

LEGAL DESCRIPTION

CONSERVATION EASEMENT

That portion lying within the northwest quarter of Section 36, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington, being described as follows:

Commencing at the west quarter corner of said Section 36; thence North  $1^{\circ}42'33''$  East, 961.25 feet along the west line of said Section 36; thence perpendicular to said west line South  $88^{\circ}17'27''$  East, 80.92 feet to the True Point of Beginning; thence parallel with said west line North  $1^{\circ}42'33''$  East, 176.61 feet; thence perpendicular to said west line South  $88^{\circ}17'27''$  East, 550.00 feet; thence parallel with said west line South  $1^{\circ}42'33''$  West, 176.61 feet; thence perpendicular to said west line North  $88^{\circ}17'27''$  West, 550.00 feet to the True Point of Beginning.

**Containing 97,135 square feet, or 2.23 acres, more or less.**

September 11, 2000

REAL ESTATE EXCHANGE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between Sammamish Plateau Water and Sewer District, a Municipal Corporation ("Seller"), and KING COUNTY, a political subdivision of the State of Washington ("Buyer"), for purchase and sale of that certain property situated in King County, Washington, described on Exhibit "A", and all rights appurtenant including an access and utility easement (the "Seller's Parcel").

1. **EXCHANGE PRICE:** The total purchase price for the Seller's Parcel is a parcel of land the title to which is held by Buyer, and certain easements having an appraised value of Three Hundred Three Thousand Three Hundred and No/100 Dollars (US \$303,300.00) ("Buyer's Parcel"), which property is described on Exhibit "B". The conveyance of Buyer's Parcel and Seller's Parcel will be simultaneous at closing.

2. **TITLE:**

2.1 **Deed:** At closing, Seller will execute and deliver to Buyer a Warranty Deed conveying and warranting good and marketable title to the Seller's Parcel and a release of the access and utility easement described on Exhibit "A" in the form attached hereto as Exhibit "C" and incorporated by this reference. Buyer will execute and deliver to Seller a Warranty Deed conveying and warranting good and marketable title to the Buyer's Parcel and access and utility and conservation easements in the form described on Exhibits "D" and "E" attached hereto and incorporated by this reference. The warranty Deeds shall convey and warrant good and marketable title to the Parcels free and clear of all defects or encumbrances except for those defects and/or encumbrances (if any) identified on Exhibit "F" (collectively the "Permitted Exceptions").

2.2 **Title Insurance:** At closing, Seller shall receive (at Seller's expense) owner's Standard ALTA policies of



title insurance, dated as of the closing date and insuring Seller in the amount of \$303,300.00 against loss or damage by reason of defect in Seller's Title to Buyer's Parcel subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions. At closing, Buyer shall receive (at Seller's expense) owners standard Alta policies of title insurance, dated as of the closing date and insuring Buyer in the amount of \$305,600 against loss or damage by reason of defect in Buyer's title to Seller's Parcel subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

**3. CONTINGENCIES:**

**3.1 Council and Board Authorization:** The Sale of Seller's Parcel and Buyer's Parcel is contingent on approval by the King County Council of an ordinance authorizing conveyance of Buyer's Parcel and by the District Board of Commissioners of a resolution authorizing conveyance of Seller's Parcel.

**3.2 Subdivision Exemption:** Pursuant to KCC 19.08.030, the purchase and sale of Buyer's Parcel is exempt from Title 19 of the King County Code relating to the subdivision of real property.

**3.3 Removal of Contingencies:** Buyer and Seller shall have a period of 180 days from the date all parties have signed this Agreement to remove all contingencies. Either party may remove such contingency by sending written notice thereof to the other party pursuant to Paragraph 7 herein. If the contingencies are not removed within this period, this Agreement shall be null and void.

**4. RISK OF LOSS:** Seller will bear the risk of loss of or damage to the Seller's Parcel and Buyer will bear the risk of loss of or damage to the Buyer's Parcel prior to closing. In the event of such loss or damage to either Parcel, such party shall promptly notify the other party thereof and that party may, in its sole discretion, terminate this Agreement by giving notice of termination to the other party.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS:** The parties represent, warrant and covenant to the other at the date of execution of this Agreement and the date of closing that:

5.1 **Authority:** Buyer and Seller have the power to enter into this agreement and all agreements and documents contemplated by this agreement, to consummate the transactions contemplated in this agreement and to perform the obligations to be performed by the parties under this agreement and all agreements and documents contemplated hereby. The execution, delivery, and performance of this agreement and all agreements and documents contemplated under this agreement shall have been duly authorized by all necessary action and parties on the part of the respective parties.

5.2 **No Leases:** The Parcels are not subject to any leases, tenancies or rights of persons in possession;

5.3 **No Material Defect:** The parties are unaware of any material defect in their respective parcels;

5.4 **Debris and Personal Property:** The parties will remove all debris and personal property, prior to closing, located on their respective parcels (if any) at their cost and expense, and the parties will indemnify and hold the other harmless from all claims and expenses arising from such removal;

5.5 **Contamination:** The parties represent and warrant that they have not caused or allowed the generation, treatment, storage, or disposal of hazardous substances on their respective parcels, except in accordance with local, state, and federal statutes and regulations, nor caused or allowed the release of any hazardous substance onto, at, or near their respective parcels. The parties are in compliance with all applicable laws, rules, and regulations regarding the handling of hazardous substances, have secured all necessary permits, licenses and approvals necessary to its operation on their respective parcels, and are in compliance with such permits. The parties have not received notice of any proceedings, claims, or lawsuits arising out of its operations on their respective parcels and, to their knowledge, their respective parcels are not, nor have they ever been subject to the release of hazardous substances.

**5.6 Fees and Commissions:** Seller and Buyer each represent to the other that neither is represented by a broker, agent, or finder in connection with this transaction. Each party agrees to indemnify and hold the other party harmless from and against any and all liabilities, obligations, judgments, demands, damages, causes of action, costs and expenses, including reasonable attorneys fees arising from any claims by any broker, agent, or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in the purchase and sale of the Parcels or in any manner whatsoever in connection with this transaction.

**5.7 Indemnification:** As to their respective Parcels, the parties agree to indemnify, defend, and hold harmless the other, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law.

**6. CLOSING:**

**6.1 Time for Closing:** The sale will be closed in the office of the Closing Agent not later than twenty one (21) days from the date all contingencies set forth in Paragraph 3 herein have been removed, or as soon thereafter as practicable.

Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are recorded. The Closing Agent shall be:

Chicago title Insurance Company  
701 Fifth Avenue, Suite 1800  
Seattle, WA 98104

**6.2 Prorations; Closing Costs:** The Seller shall pay the premiums for the owners title insurance policies referenced in paragraph 2.2 herein. The Seller shall pay the cost of recording the Statutory Warranty Deeds, Easement Release and Easements from the Seller and from the Buyer and the Closing Agents escrow fees.

**6.3 Possession:** Buyer shall be entitled to possession of the Seller's Parcel and the Seller shall be entitled to the possession of the Buyer's Parcel at Closing.

**6.4 Termination or Cancellation of Escrow:** If the escrow fails to close because of any default under this agreement by either party, the known defaulting party's remedies for any such default shall be limited to seeking specific performance pursuant to the terms of this agreement or rescission.

**6.5 Included Items:** The parties acknowledge that the Parcels are undeveloped timberland and shall include all such timber and other flora and any and all permanent fixtures or structures on such property.

**7. NOTICES:** Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:

Sammamish Plateau Water & Sewer District  
1510 - 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075

TO BUYER:

King County Department of Parks & Recreation  
2040 - 84<sup>th</sup> Avenue SE  
Mercer Island, WA 98040

**8. GENERAL:** This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and

their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this agreement.

9. **WASTE; ALTERATION OF PROPERTY:** The parties shall not commit waste on their respective parcels, nor shall The parties remove trees or other vegetation, coal, minerals or other valuable materials nor shall the parties substantially alter the surface or subsurface of their respective parcels without the express written consent of the other party.
10. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.
11. **TIME OF THE ESSENCE:** Time is of the essence of this agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this agreement shall be deemed to constitute a waiver of any of the subsequent breach of the same or any other term or condition hereof.
12. **FURTHER ACTION:** Seller and Buyer agree to execute all other instruments and documents as may be required in order to consummate the real property exchange contemplated herein and shall use their best efforts to accomplish close of escrow in accordance with the provisions of this agreement.
13. **"Party" or "Parties":** The terms "Party" or "Parties" as used herein shall mean Seller and Buyer as the context may require.
14. **Separability of Provisions:** Enforceability, invalidity, illegality, or termination of any provision of this agreement shall not render any other provision of this agreement unenforceable, invalid or illegal and shall not terminate this agreement or impair the rights or obligations of the parties hereto.

15. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. Venue for any legal action relating to this agreement shall be in King County Superior Court, King County, Washington.

Signed in duplicate original.

BUYER: King County, a political subdivision of the State of Washington.

BY:

Its \_\_\_\_\_

Date:

SELLER: Sammamish Plateau Water & Sewer District, a political subdivision of the State of Washington

BY:

\_\_\_\_\_ Its \_\_\_\_\_

Date:

**EXHIBITS:** **Exhibit A,** Legal Description  
**Exhibit B,** Legal Description  
**Exhibit C,** Easement Release  
**Exhibit D,** Access and Utility Easement  
**Exhibit E,** Conservation Easement  
**Exhibit F,** Permitted Exceptions (If Any)

STATE OF WASHINGTON )  
)SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_, Property Services Division, Department of Construction and Facilities Management of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
State of Washington  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON, }  
  }SS.  
County of King       }

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the person(s) who appeared before me, and said person(s) acknowledged that \_\_\_he\_\_\_ signed this instrument, on oath stated that \_\_\_he\_\_\_ is/are authorized to execute the instrument and acknowledged it as the \_\_\_\_\_, Sammamish Plateau Water & Sewer District to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State  
of Washington,  
Residing at  
My appointment expires

EXHIBIT A

LEGAL DESCRIPTION

SELLER'S PARCEL

That portion of the west half of the southwest quarter of Section 36, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the west line of said southwest quarter from whence the west quarter corner of said section 36 bears north 01°45'53" east 800.00 feet; thence south 01°45'53" west along said west line 700.00 feet; thence south 88°14'07" east 400.00 feet; thence north 01°45'53" east 700.00 feet; thence north 88°14'07" west 400.00 feet to the point of beginning.

CONTAINING AN AREA OF 280,090 SQUARE FEET OR 6.43 ACRES, MORE OR LESS

TOGETHER WITH a 40 foot easement for ingress, egress & water main over the west 40 feet of the north 800 feet of the southwest quarter of said Section 36, Township 25 North, Range 6 East, W.M.



EXHIBIT B

LEGAL DESCRIPTION

BUYER'S PARCEL

That portion lying within the northwest quarter of Section 36, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington, being described as follows:

Commencing at the west quarter corner of said Section 36; thence North  $1^{\circ}42'33''$  East, 517.46 feet along the west line of said Section 36 feet to the True Point of Beginning; thence continuing along said section line North  $1^{\circ}42'33''$  East, 443.80 feet; thence perpendicular to said section line South  $88^{\circ}17'27''$  East, 630.92 feet; thence parallel to said section line South  $1^{\circ}42'33''$  West, 443.80 feet; thence perpendicular to said section line North  $88^{\circ}17'27''$  West, 630.92 feet to the True Point of Beginning.

CONTAINING AN AREA OF 280,090 SQUARE FEET OR 6.43 ACRES, MORE OR LESS

EXHIBIT C

EASEMENT RELEASE

Record at the Request of:

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King County Property Services  
500A K.C. Admin. Bldg.  
500 Fourth Avenue  
Seattle, WA 98104

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Document Title: Relinquishment of Access and Utility Easement  
Reference Number(s) of Documents assigned or released: 9408261183, 9408261185  
Grantor: Sammamish Plateau Water and Sewer District, a municipal corporation  
Grantee: King County, a political subdivision of the State of Washington  
Legal Description: Portion of Section 36, Township 25 North, Range 6 East, W.M., King  
County, WA.  
Assessor's Property Tax Parcel No.: 362506-9021

***RELINQUISHMENT OF ACCESS AND UTILITY EASEMENT***

**Sammamish Plateau Water and Sewer District** does by execution of this document hereby terminate and relinquish any and all interest **Sammamish Plateau Water and Sewer District** has in the **Access and Utility Easement** described in Recording No(s). 9408261183, 9408261185 and as follows:

A 40 FOOT EASEMENT FOR INGRESS, EGRESS, AND WATER MAIN, OVER THE WEST 40 FEET OF THE NORTH 800 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

Sammamish Plateau Water and Sewer District

---

Ronald E. Little,  
General Manager

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Ronald E. Little is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the General Manager of The Sammamish Plateau Water and Sewer District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of Washington.  
Commission Expires: \_\_\_\_\_ My  
appointment expires \_\_\_\_\_

September 11, 2000

EXHIBIT D

ACCESS AND UTILITY EASEMENT

FILED FOR RECORD AT REQUEST

AFTER RECORDING RETURN TO:  
ADM-CF-0500  
King County Property Services Division  
500 Fourth Avenue, Room 500A  
Seattle, WA 98104

**ACCESS AND UTILITY EASEMENT**

**Reference #:** 8-2000-001  
**Grantor:** 1) King County  
**Grantee:** 1) Sammamish Plateau Water and Sewer District  
**Legal:** Portion of Section 36; Township 25 North; Range 6 East  
**Tax Parcel ID #:** 362506-9001

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, between **KING COUNTY**, a political subdivision of the State of Washington, hereinafter called the Grantor, and **SAMMAMISH PLATEAU WATER AND SEWER DISTRICT**, a Washington municipal corporation, hereinafter called the Grantee.

WITNESSETH

That the Grantors for and in consideration of TEN DOLLARS (\$10.00), and other valuable consideration, do hereby grant and convey to the Grantee, its successors and assigns, an easement for ingress, egress and utilities, and all other purposes not inconsistent with the Grantee's use across, under, over, and upon the following described land which the Grantors own or in which the Grantors have any interest, to wit:

That portion lying within the northwest quarter of Section 36, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington, being described as follows:

Commencing at the west quarter corner of said Section 36; thence North 1°42'33" East, 1277.97 feet along the west line of said Section 36 to the True Point of Beginning;  
thence continuing along said section line North 1°42'33" East, 44.75 feet;  
thence South 82°44'53" East, 79.74 feet; thence South 64°50'41" East, 58.22 feet;  
thence South 88°18'20" East, 15.23 feet; thence North 1°52'12" East, 24.01 feet;  
thence South 88°07'48" East, 20.00 feet; thence South 1°52'12" West, 9.70 feet;  
thence South 88°07'48" East, 92.37 feet; thence northeasterly along a 20.00-foot radius curve to the left with a central angle of 67°30'14", an arc distance of 23.56 feet to a point of reverse curve; thence easterly along a 50.00 foot radius

curve to the right with a central angle of  $165^{\circ}21'35''$ , an arc distance of 144.30 feet; thence South  $88^{\circ}18'20''$  East, 38.28 feet; thence South  $1^{\circ}41'40''$  West, 20.00 feet; thence North  $88^{\circ}18'20''$  West, 45.70 feet to a point on a non-tangent curve, from which the radius point bears North  $55^{\circ}38'29''$  West; thence southwesterly along a 50.00-foot radius curve to the right with a central angle of  $36^{\circ}05'52''$ , an arc distance of 31.50 feet; thence South  $70^{\circ}27'23''$  West, 76.11 feet; thence North  $88^{\circ}17'09''$  West, 93.28 feet; thence South  $24^{\circ}13'44''$  West, 53.76 feet; thence North  $65^{\circ}48'04''$  West, 68.44 feet; thence South  $24^{\circ}12'11''$  West, 84.79 feet; thence southerly along a 70.00-foot radius curve to the left with a central angle of  $22^{\circ}30'00''$ , an arc distance of 27.49 feet; thence South  $1^{\circ}42'11''$  West, 117.54 feet; thence southerly along a 70.00 foot radius curve to the left with a central angle of  $14^{\circ}18'48''$ , an arc distance of 17.49 feet to a point of cusp; thence North  $88^{\circ}17'28''$  West, 30.66 feet to a point on a non-tangent curve, from which the radius point bears North  $81^{\circ}44'21''$  East; thence northerly along a 100.00-foot radius curve to the right with a central angle of  $9^{\circ}57'50''$ , an arc distance of 17.39 feet; thence North  $1^{\circ}42'11''$  East, 117.54 feet; thence northerly along a 100.00-foot radius curve to the right with a central angle of  $22^{\circ}30'00''$ , an arc distance of 39.27 feet; thence North  $24^{\circ}12'11''$  East, 126.34 feet; thence North  $12^{\circ}59'33''$  West, 20.25 feet; thence North  $22^{\circ}51'03''$  East, 13.16 feet to a point on a non-tangent curve from which the radius points bears South  $33^{\circ}35'18''$  West; thence westerly along a 15.00 foot radius curve to the left with a central angle of  $26^{\circ}20'11''$ , an arc distance of 6.89 feet; thence North  $82^{\circ}44'53''$  West, 59.56 feet; thence South  $6^{\circ}35'36''$  West, 14.36 feet; thence North  $83^{\circ}24'24''$  West, 16.02 feet to the west line of said Section 36 and the True Point of Beginning, containing 39,200 square feet, or 0.90 acres, more or less.

Grantee shall have the right to enter upon said property for the purpose of constructing, maintaining and repairing said access and utilities as described in King County Permit No. B00C0133 and as described in the Intergovernmental Agreement executed by both parties to this easement and signed of even date herewith.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said Grantor has hereunto signed the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

**GRANTOR: King County** a political subdivision of the State of Washington

**BY:** \_\_\_\_\_  
**Dave Preugschat**

**Its:** \_\_\_\_\_  
**Property Services Manager**

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Dave Preugschat is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Manager, Property Services Division, Department of Construction and Facilities Management of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
State of Washington  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

EXHIBIT E

CONSERVATION EASEMENT

FILED FOR RECORD AT REQUEST

AFTER RECORDING RETURN TO:  
ADM-CF-0500  
King County Property Services Division  
500 Fourth Avenue, Room 500A  
Seattle, WA 98104

**CONSERVATION AREA EASEMENT**

**Reference #:** 8-2000-001  
**Grantor:** 1) King County  
**Grantee:** 1) Sammamish Plateau Water and Sewer District  
**Legal:** Section 36; Township 25 North; Range 6 East  
**Tax Parcel ID #:** 362506-9001

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, between **KING COUNTY**, a political subdivision of the State of Washington, hereinafter called the Grantor, and **SAMMAMISH PLATEAU WATER AND SEWER DISTRICT**, a Washington municipal corporation, hereinafter called the Grantee.

WITNESSETH

That the Grantors for and in consideration of TEN DOLLARS (\$10.00), and other valuable consideration, do hereby grant and convey to the Grantee, its successors and assigns, an easement to protect and keep free of impervious surfaces, across, under, over, and upon the following described land which the Grantors own or in which the Grantors have any interest, to wit:

That portion lying within the northwest quarter of Section 36, Township 25 North, Range 6 East, Willamette Meridian, in King County, Washington, being described as follows:

Commencing at the west quarter corner of said Section 36; thence North 1°42'33" East, 961.25 feet along the west line of said Section 36; thence perpendicular to said west line South 88°17'27" East, 80.92 feet to the True Point of Beginning; thence parallel with said west line North 1°42'33" East, 176.61 feet; thence perpendicular to said west line South 88°17'27" East, 550.00 feet; thence parallel with said west line South 1°42'33" West, 176.61 feet; thence perpendicular to said west line North 88°17'27" West, 550.00 feet to the True Point of Beginning.

**Containing 97,135 square feet, or 2.23 acres, more or less.**

Grantee shall place no impervious surface within easement area as defined by King County Code No. 21A.06.625. Grant of this easement is for the purpose of satisfying the impervious surface condition as defined in King County permit application B00C0133

This interest is for the purpose of 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. The easement imposes upon all present and future owners and occupiers of the land subject to the easement the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the easement with certain permitted exceptions. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without express permission from King County Parks Department, except for diseased trees or trees providing immediate threat to property or life, and except for the use of said easement area for passive recreation, including, but not limited to walking paths and other pedestrian uses.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said Grantor has hereunto signed the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

**GRANTOR: King County** a political subdivision of the State of Washington

**BY:** \_\_\_\_\_  
**Dave Preugschat**

**Its:** \_\_\_\_\_  
**Property Services Manager**

STATE OF WASHINGTON )  
 )SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Dave Preugschat is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Manager, Property Services Division, Department of Construction and Facilities Management of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

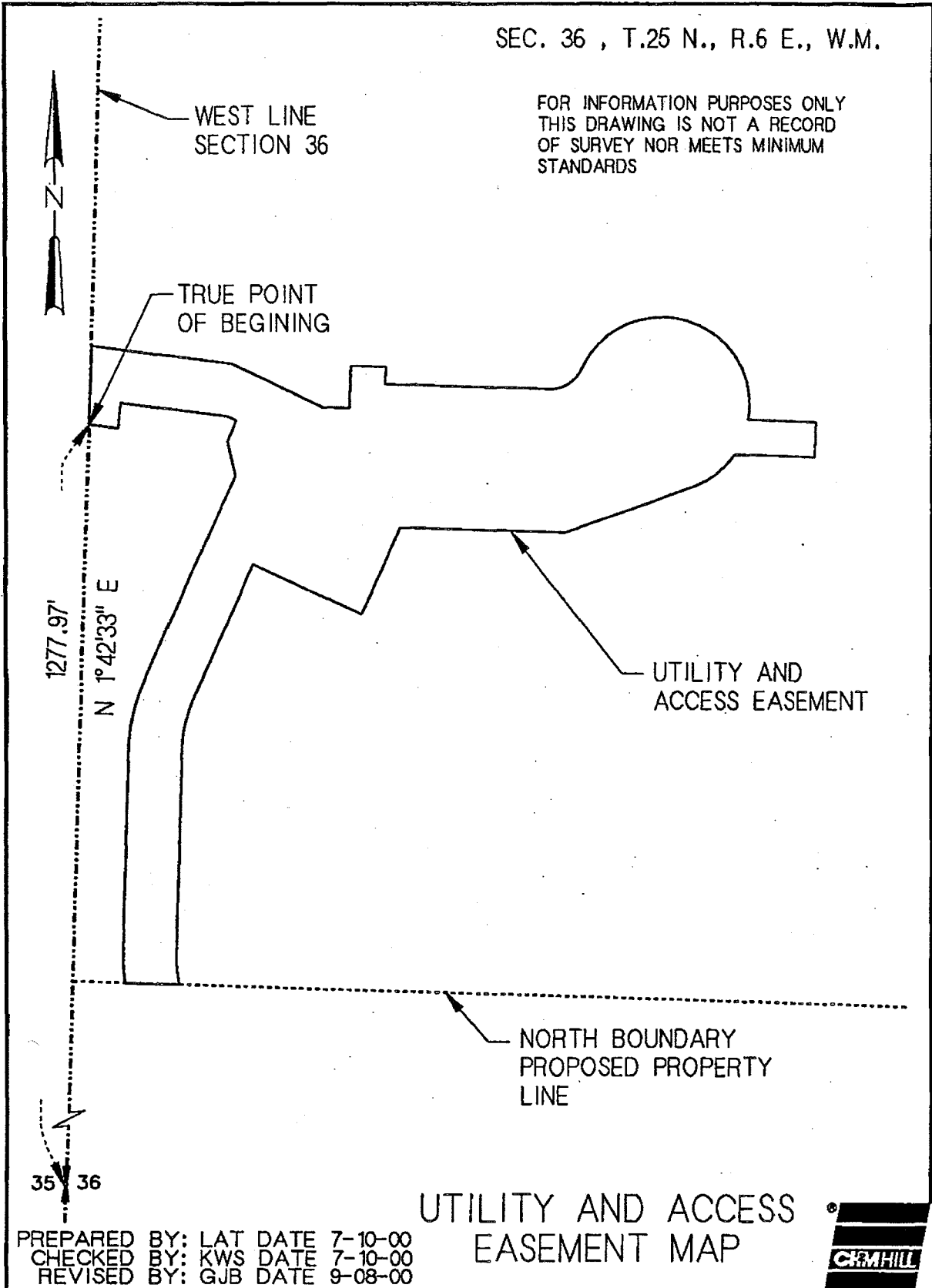
Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the  
State of Washington  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_



SEC. 36 , T.25 N., R.6 E., W.M.

FOR INFORMATION PURPOSES ONLY  
THIS DRAWING IS NOT A RECORD  
OF SURVEY NOR MEETS MINIMUM  
STANDARDS



# UTILITY AND ACCESS EASEMENT MAP

PREPARED BY: LAT DATE 7-10-00  
CHECKED BY: KWS DATE 7-10-00  
REVISED BY: GJB DATE 9-08-00

