



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 23, 2002

Ordinance 14428

Proposed No. 2002-0300.1

Sponsors Irons

1 AN ORDINANCE authorizing the King County executive
2 to execute an amendment to the Grand Ridge Joint
3 Agreement among the city of Issaquah, King County, the
4 Grand Ridge Limited Partnership and Glacier Ridge
5 Limited Partnership and approving the associated revision
6 of the corporate boundary of the city of Issaquah to include
7 portions of the right-of-way of the Division 34 access road,
8 as provided for in RCW 35A.21.210.

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10

11

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12

SECTION 1. Findings.

13

A. In 1996, the city of Issaquah, King County, the Grand Ridge Limited

14

Partnership and Glacier Ridge Limited Partnership executed the Grand Ridge Joint

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Agreement ("joint agreement") authorized by King County Ordinance 12302, dated May

16

28, 1996, which, among other provisions, authorized three thousand two hundred fifty

17

new residential units, two million nine hundred fifty thousand square feet of new

18 commercial space and four hundred twenty-five thousand square feet of new retail space
19 in the city of Issaquah in exchange for fee title or conservation easements to the county
20 and city for approximately one thousand five hundred twenty acres of open space,
21 compliance with development standards and mitigation and cost sharing for selected
22 transportation and other improvements.

23 B. King County Ordinance 13690 (December 1999) authorized the executive to
24 sign an amendment to the Grand Ridge Joint Agreement ("first amendment to the joint
25 agreement") to increase the commercial or retail square footage and to preserve three
26 hundred thirteen acres of rural land in council district twelve by transferring development
27 credits to urban development areas covered by the agreement in the city of Issaquah.

28 C. The joint agreement and the first amendment to the joint agreement promote
29 growth management and planning objectives by: facilitating the provision of reasonably
30 priced housing, innovative and sensitive land development with clustering, sensitive area
31 preservation and extensive areas of contiguous natural open space, assuring
32 implementation of efficient major infrastructure improvements and appropriate impact
33 mitigation; establishing creative solutions for housing, water conservation, and traffic
34 demand management; and allowing for a creative mix of residential and commercial uses
35 that further sustain area-wide economic vitality of the community.

36 D. The Second Amendment to Grand Ridge Joint Agreement [3-Party Agreement
37 for Issaquah Highlands] and Master Transportation Financing Agreement ("second
38 amendment to the joint agreement"), Attachment A to this ordinance: modifies city and
39 county open space provisions in the joint agreement by adding forty acres to the county's
40 open space area and making corresponding adjustments to city open space; amends

41 phasing limitations associated with Grand Ridge development in the city of Issaquah in
42 order to accommodate related adjustments to the timing of associated road construction;
43 and refines clearing and impervious surface limitations and related mitigation measures
44 for the southeast rural development area of the Grand Ridge site in a manner that meets
45 or exceeds applicable development standards.

46 E. In addition, the second amendment to the joint agreement provides that road
47 segments crossing county open space will be included within the city corporate boundary.
48 The access road for Division 34 of Issaquah Highlands will cross two small segments of
49 King County open space totaling 0.24 acres. This open space is outside the corporate
50 boundary of the city of Issaquah but within the urban growth area. The remainder of the
51 Division 34 access road will be within the city of Issaquah. RCW 35A.21.210 authorizes
52 the governing bodies of a county and any code city located therein to revise any part of
53 the corporate boundary of the city that coincides with the centerline, edge or any portion
54 of a public street, road or highway right-of-way by substituting therefor a right-of-way
55 line of the same public street, road or highway so as fully to include or fully to exclude
56 that segment of the public street, road or highway from the corporate limits of the city.
57 Revision of the corporate boundary of a city is effective upon approval by the city
58 council and the county legislative authority. It is in the public interest that the city of
59 Issaquah's boundary be revised to include the two segments of the Division 34 access
60 road right-of-way within the corporate limits of the city so that a single jurisdiction will
61 have responsibility for this continuous roadway. The city has adopted an ordinance
62 approving the boundary revision. Attachment 3 of Attachment A to this ordinance is a
63 declaration of public right-of-way that conveys to the city of Issaquah a right-of-way for

64 a public street, road or highway across the two segments of King County open space.
65 Once the right-of-way has been conveyed to the city, the city's boundary may be revised
66 to include these two small right-of-way segments fully within the city.

67 SECTION 2. The King County council hereby adopts, and the King County
68 executive is authorized to execute, the Second Amendment to the Grand Ridge Joint
69 Agreement [3-Party Agreement for Issaquah Highlands] and Master Transportation
70 Financing Agreement, and Attachments 1 through 5 thereto, in substantially the form of
71 Attachment A to this ordinance.

72 SECTION 3. The revision of the corporate boundary of the city of Issaquah to
73 include the two segments of right-of-way legally described in Exhibit A of the
74 Declaration of Public Right-of-Way (Attachment 3 to Attachment A to this ordinance) is

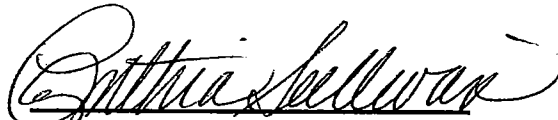
75 approved, and shall take effect upon the executive's execution and recording of the
76 Declaration of Public Right-of-Way.

77

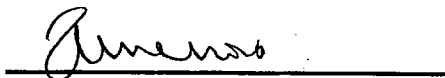
Ordinance 14428 was introduced on 7/8/2002 and passed by the Metropolitan King County Council on 7/22/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

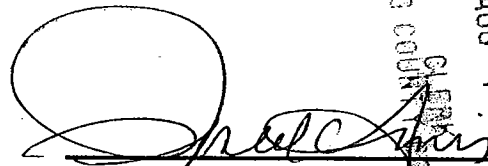

Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 1 day of August, 2002.


Ron Sims, County Executive

RECEIVED
2002 AUG - 1 PM 2:36
KING COUNTY COUNCIL

Attachments A. Second Amendment to Grand Ridge Joint Agreement [3-Party Agreement for Issaquah Highlands] and Master Transportation Financing Agreement

ATTACHMENT A TO ORDINANCE _____

**SECOND AMENDMENT TO GRAND RIDGE JOINT AGREEMENT
[3-PARTY AGREEMENT FOR ISSAQUAH HIGHLANDS]
AND MASTER TRANSPORTATION FINANCING AGREEMENT**

THIS SECOND AMENDMENT ("Second Amendment") is entered into effective as of the last signature date by the undersigned parties to amend the agreements as described below.

RECITALS

A. The Partnerships conveyed 1,418.22 acres of passive open space and 101.79 acres of active open space as part of the Grand Ridge 3-Party Agreement dated June 10, 1996, a memorandum of which is recorded under King County Recording No. 9606180756 ("3-Party Agreement").

B. This open space is protected by 3 Conservation Easements: (1) Term Deed of Development Rights, Conservation and Trail Easements, Covenants, Obligations & Conditions [1064.29 acres] dated June 10, 1996 and recorded under King County Recording No. 9612030694 ("County Conservation Easement" or "County Open Space"), and a deed for fee title to that open space dated October 2, 1997 and recorded under King County Recording No. 9710221244; (2) Term Deed of Development Rights, Conservation and Trail Easements, Covenants, Obligations & Conditions [180 acres] dated June 10, 1996 and recorded under King County Recording No. 9612030695; and (3) Term Deed of Development Rights, Conservation and Trail Easements, Covenants, Obligations & Conditions for urban open space [275.15 acres, of which 173.93 are passive] dated October 28, 1996 and recorded under King County Recording No. 9612030694, as amended by the addition of 7.13 acres of open space area under the First Amendment dated April 30, 2001 and recorded under King County Recording No. 20010509001133 ("City Conservation Easement" or "City Open Space").

C. The parties wish to grant an additional 40 acres of County Open Space as Protected Property. As a result of this increase in passive area, the minimum passive area in the City Open Space is authorized to be reduced by up to 20 acres from 173.93 acres to 153.93 acres, and the Active Area of City Open Space is authorized to be correspondingly increased by up to 20 acres. The parties wish to modify the timing for conveyance and fee ownership for portions of the City Open Space.

D. The parties also wish to include 2 roadway segments within the City of Issaquah corporate boundaries that cross approximately 10,497 sq. ft. (0.24 acre) of the County Open Space to implement an existing Interlocal Agreement between the City and County. One acre of the 40 acres of new open space being conveyed by the Partnership constitutes compensation at a 4:1 ratio for the .24 acre roadway segment over the County Open Space.

E. The parties entered into the following agreements with identical provisions regarding road phasing for the Issaquah Highlands (formerly Grand Ridge) project: (1) Master Transportation Financing Agreement dated June 10, 1996 ("MTFA"); (2) Grand Ridge 3-Party

Agreement dated June 10, 1996, a memorandum of which is recorded under King County Recording No. 9606180756 ("3-Party Agreement") and (3) the Partnerships and the City entered into the Annexation and Development Agreement dated June 19, 1996, a memorandum of which is recorded under King County Recording No. 9606251228, as amended by the first Amendment dated March 21, 2000 (collectively "Development Agreement" or "2-Party Agreement"). The form of the MTFAs was attached as an appendix to both the 3-Party Agreement and the 2-Party Agreement, and the parties acknowledge that any amendments to the signed MTFAs automatically amend the form of the MTFAs attached as appendices to the 3-Party Agreement (as Appendix F) and the 2-Party Agreement (as Appendix J) .

F. The parties previously amended the MTFAs, the 3-Party Agreement and the 2-Party Agreement effective March 21, 2000 ("First Amendment"), including revisions to the transportation improvements and phasing. The parties wish to make certain additional changes to the transportation phasing by this Second Amendment.

G. Further, the parties also wish to revise the legal descriptions for areas comprising the Southeast Rural Area, approve the final location and easement for the Western Access, and modify certain development standards in the 3-Party Agreement relating to the relating to clearing and impervious surface.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and promises in this Agreement, the adequacy and receipt of which are hereby acknowledged, the parties amend the County Conservation Easement, City Conservation Easement, MTFAs and the 3-Party Agreement as follows:

1. **County Open Space.** The undersigned Partnerships will convey an additional 40 acres of passive open space to King County as legally described and shown on Attachment 1 hereto. The additional open space will be added as County Open Space by recording the First Amendment to the County Conservation Easement in the form of Attachment 1 and a deed conveying fee title subject to matters of record.

2. **City Open Space.** The City Conservation Easement, and Section 4.1.1 and the acreage chart in Section 2.3 of the 3-Party Agreement, are each hereby amended to authorize a reduction of the minimum area of Protected Property from 173.93 acres to 153.93 acres, and all references in the City Conservation Easement and 3-Party Agreement to "minimum passive area" shall mean 153.93 acres. The City Conservation Easement is amended in the form of Attachment 2. To the extent the City uses all or a portion of this 20-acre authorized passive reduction, there will be a corresponding increase in the active category of City Open Space by up to 20 acres. Consequently, the "Active City uses" listed in the acreage chart in Section 2.3 of the 3-Party Agreement may be increased from the current 101.79 acres up to 121.79 acres. Further, Section 4.1.1 of the 3-Party Agreement is amended to allow (a) ownership of a portion of the City Open Space in one or more property owner associations, rather than all of the fee ownership held by the City, as mutually agreed by the City, the Partnerships and the applicable owner association, and (b) timing of the conveyance of fee title to the City to occur pursuant to mutual agreement by the City and the Partnerships.

3. **Public Roadway and Boundary Adjustment (Div. 34).** In acknowledgement that the King County Council previously has approved on October 9, 2001, an Interlocal Agreement Amendment with the City of Issaquah to permit construction of the Division 34 road crossings and utilities covering approximately 10,497 sq. ft. (0.24 acre) over that portion of the County Open Space legally described and shown on Attachment 3 ("Roadway Segments"), the King County Council and the Issaquah City Council have determined to adjust the City of Issaquah corporate boundary to include the Roadway Segments within the City of Issaquah under RCW 35A.21.210, or other appropriate procedures, so that a single jurisdiction can have full responsibility for this continuous roadway. Section 2.2.2(b) of the 3-Party Agreement is amended hereby to allow the Roadway Segments to be annexed into the City. Further, the County Conservation Easement is amended by adding this public roadway as shown in Attachment 3 as an express permitted use in the form of Attachment 1.

4. **Phase I(c) Transportation Improvements.** The Phase I transportation improvements (as set forth in Attachment B of the executed MTFAs and as an appendix to the 3-Party Agreement and 2-Party Agreement, and as set forth in Section 5.1.1 of the 3-Party Agreement, which all have identical language) are each amended by adding the following as a new "Phase I(c)" (new text is double underlined; ~~deleted text shown with strikethrough~~):

Phase I. Phase I shall consist of: (a) one hundred single-family residential units without improvements to Black Nugget Road or other roads; or (b) final plat approval for ~~540~~ 580 equivalent single-family residential units upon the Partnership's completing construction, or posting with the County a two-year financial guarantee instrument in an amount and form acceptable to the County which guarantees construction, of the following Phase I road improvements, provided that no occupancy shall be allowed for such single family residential units until the Partnership completes construction of the following Phase I road improvements; and issuance of a certificate of occupancy for commercial or multifamily development for up to 250,000 square feet of commercial uses, and 50,000 square feet of retail uses (of which 46,000 retail square feet were converted temporarily until Phase II to 40 equivalent residential units by City Administrative Modification; these 40 ERUs are included in the 580 ERUs listed above) upon the Partnership's completing construction of the following Phase I road improvements:

- (i) Black Nugget Road improved to neighborhood collector standards, per King County Road Standards, with the County to decide whether to apply rural or urban neighborhood collector standards after a joint community process to be conducted by the County, the City and the Partnership to be completed within 45 days of the effective date of the MTFAs.
- (ii) Construction access (for construction vehicles, delivery and related construction activities) through Urban Development Area 4 through the Lakeside Quarry area or through alternative routes, not to include Black Nugget Road.
- (iii) Improved and signalized Black Nugget/Vaughn Hill intersection, with left and right turn lanes as determined by the County; even though intersection

completion is not a condition of Phase I(a), the Partnership shall use all reasonable efforts to finance and install an interim wire span signal as early in Phase I(a) as reasonably possible, as follows: (a) the Partnership on an expedited basis shall submit interim signal plans to the County and order materials, and (b) the County shall expeditiously review and approve such plans.

(iv) Additional safety improvements to Black Nugget Road, such as residential driveway improvements and necessary lighting improvements.

(v) Screening or landscaping buffer improvements along Black Nugget Road.

In order to ensure that construction, delivery and other construction-related vehicles do not use Black Nugget Road for access to the Urban Development Area, the Partnership shall include in all construction contracts a provision precluding all contractors and sub-contractors from using Black Nugget Road for access to the construction sites in the Urban Development Area.

Phase I (c). In addition to Phases I(a) and (b) above, certificates of occupancy for 369 equivalent single family residential units may be issued upon completion (i.e. so the road improvements are operational) of the following interim road improvements ("Phase I(c) Improvements"):

- (i) Construction by King County of an additional north to east right turn lane from East Lake Sammamish Parkway onto Issaquah-Fall City Road.
- (ii) Construction by King County of that segment of the North SPAR between Black Nugget Road and the northern terminus of the South SPAR couplet.
- (iii) Construction by the Partnerships of the South SPAR, including 2 southbound lanes that connect to the westbound entry ramp of the I-90 Sunset interchange.
- (iv) Construction by the Partnership of the portion of Park Drive between the South SPAR and the Puget Sound Energy right-of-way to connect to existing residences at Issaquah Highlands.
- (iv) Construction by WSDOT of the Westbound on-ramp at the I-90 Sunset Interchange.
- (v) Each party responsible for construction of the above components also will complete the design, engineering and permitting for their respective component.

- (vi) Traffic to and from Issaquah Highlands will be prohibited over that portion of Black Nugget Road east of the North SPAR.
- (vii) After completion of the Phase I(c) road improvements and until completion of Phase II road improvements only, inbound construction traffic is allowed to enter Issaquah Highlands by using the limited portion of Black Nugget Road between Issaquah-Fall City Road and the North SPAR, but outbound construction traffic leaving Issaquah Highlands shall exit south over the South SPAR and shall not use Black Nugget Road. Upon completion of the Phase II road improvements, construction traffic to Issaquah Highlands shall not use Black Nugget Road.
- (viii) In addition to the 369 equivalent single family residential units described above during Phase I(c), 141 equivalent single family residential units may be constructed, as a temporary conversion of 123,000 square feet of commercial until Phase II, so long as less than 123,000 commercial square feet (out of the authorized 250,000 commercial square feet) is constructed in Phase I(b).
- (ix) Nothing in this section is intended to create any new legal or equitable obligation for King County, WSDOT, the City or the Partnership to undertake or complete any of the Phase I(c) road improvements identified herein, and nothing in this section is intended to amend or eliminate any obligation of King County, WSDOT, the Partnership or the City under the Master Transportation Financing Agreement, the I-90 Modification Agreement or other existing agreements regarding road improvements

5. **Phase II Transportation.** The Phase II transportation improvements (as set forth in Attachment B of the MTFA, in Section 2 of the First Amendment to the 3-Party Agreement, and in Section 5.1.2 of the 3-Party Agreement, which have identical language) are each amended and restated to read in their entirety as follows (~~deleted text shown with strikethrough~~):

Phase II. Phase II shall consist of issuance of certificates of completion or the conclusion of final inspections for 3,250 single-family residential units, or up to 3,950 if commercial uses that would be in Phase III are converted to residential as described below, upon completion of the following Phase II road improvements (i.e. so the roads are fully operational), and issuance of a certificate of occupancy for up to 1,500,000 square feet of commercial uses, and 425,000 square feet of retail uses upon completion of the following Phase II road improvements (i.e. so the roads are fully operational):

- (a) Sunset Interchange improvements as defined in Appendix F at Section 2.4.

- (b) Minimum four lane South SPAR connection from the north boundary of Urban Development Area 4 to the Sunset Interchange.

Notwithstanding the foregoing, until these Phase II road improvements are fully operational, building permits issued for the single-family detached residential component of Phase II shall not exceed 360 single-family detached residential units (in addition to the ~~540~~ single-family equivalent residential units in Phase I). If the City determines immediately before issuance of building permits for the 360 single family detached units that reasonable progress is not being made on those Phase II road improvements, then the City may withhold issuance of those permits until such time as it receives satisfactory evidence that such reasonable progress is being made.

All restrictions on construction traffic in Phase I as described in Sec. 5.1.1 of the 3-Party Agreement and in the identical text in Appendix B of the MTFA, including no construction access over Black Nugget Road, shall also apply to Phase II, both to the Partnership and to its successors in interest, if any.

6. Southeast Rural Parcel. The legal descriptions for the 150-acre Rural Residential Area and the 180-acre Conservation Easement Area, which together comprise the Southeast Rural Parcel, are hereby amended as set forth in Attachment 4, but the overall acreage in each area remains unchanged. Further, the final configuration, legal description and map, and form of easement for the Western Access road connecting the Southeast Rural Parcel and the urban area are set forth in Attachment 5. King County will grant an easement for the Western Access roadway and related drainage facilities in substantially the same form as Attachment 5. The stormwater pond for the Western Access road will be designed and sized to collect stormwater only from the Western Access road and not from any area within the Southeast Rural Parcel. The stormwater pond will be constructed in a contoured shape to be more in character with the surrounding open space. Prior to final engineering, the Partnerships will present the proposed design of the pond to the King County Parks Department ("Parks"), which will have the right to approve the final pond design, within the cleared pond area as shown in Attachment 5, for the purpose of coordinating the pond design with the proposed regional trail location. Park's approval will be reasonably granted and will be deemed granted if no response is given to the Partnerships within 21 days after the proposed design is presented to Parks. Approval by Parks under this section does not eliminate the need for any otherwise required permit approvals from King County DDES or other agencies.

Further, the 3-Party Agreement, including Appendices D and K thereto, are modified by (a) allowing up to 12 acres of impervious surfaces within the 150-acre Rural Residential Area (i.e., 8% impervious surface), and (b) allowing 66.5 acres to be cleared within the 150-acre Rural Residential Area, subject to the following mitigation measures: (i) all areas cleared on the lots other than impervious surfaces and septic drainfield areas shall have at least 8" of amended soil (which soil will include minimum organic content from 8 to 13% dry weight, fines ranging from

10 to 30 % passing number 200 sieve (if imported) and 2 inches scarification of underlying till to preclude stratification); (ii) all lots, to the extent feasible, shall be required to provide dispersion BMPs as outlined in the Draft Update to the 1998 King County Surface Water Design Manual; and (iii) increase stormwater pond detention volume as necessary to accommodate the addition impervious surface and clearing on the lots tributary to such ponds. These mitigation measures are further described in the "*Issaquah Highlands SE Rural Development Area, Second Amendment to the Three Party Agreement, Clearing Rights Transfer Mitigation Analysis*" prepared by Concept Engineering, Inc. dated May 13, 2002, which is incorporated herein by this reference. The Partnership has the option to re-vegetate areas, pursuant to plans approved by King County DDES, up to seven acres of cut or fill slopes resulting from the construction of roads and stormwater ponds, in which event the re-vegetated areas will not count against the 66.5-acre clearing limit. Further, a water tank and service road thereto, stormwater facilities and other utilities to serve the residences may be located within the 150-acre Rural Residential Area (including locations outside to the 104-acre lot development area within the overall 150-acre area as referenced in Appendix K). This Second Amendment shall govern over any conflicting provisions of Appendices D or K or any other provision of the 3-Party Agreement.

7. SEPA Compliance. The City and County have agreed that the City is the lead agency for this Second Amendment. The City has reviewed the Grand Ridge EIS prepared in conjunction with the 3-Party Agreement, 2-Party Agreement and MTFA, as well as the I-90 Sunset Interchange EIS, and other documents and information. The City has independently reviewed these environmental documents, the existing Development Standards in the 3-Party Agreement and 2-Party Agreement. Further, the City has reviewed additional environmental analysis for the actions covered by this Second Amendment, including a supplemental traffic analysis by The Transpo Group for the Phase I(c) traffic and the "*Issaquah Highlands SE Rural Development Area, Second Amendment to the Three Party Agreement, Clearing Rights Transfer Mitigation Analysis*" prepared by Concept Engineering, Inc. dated May 13, 2002. The City has determined that action on this Amendment constitutes agency action on the same proposal previously analyzed in the environmental review documents discussed in this paragraph and that use of these prior environmental documents pursuant to WAC 197-11-600 is appropriate, as supplemented by an addendum.

8. No Other Changes. The terms and conditions of this Amendment shall supercede those in the County Conservation Easement, City Conservation Easement, MTFA and the 3-Party Agreement, as applicable, to the extent of any conflict or inconsistency between this Amendment and those Agreements. Except as amended by this Amendment, the County Conservation Easement, City Conservation Easement, MTFA and the 3-Party Agreement remain in full force and effect.

9. **Effective Date.** This Amendment is made effective on the date of the last signature below.

CITY OF ISSAQUAH, a Washington municipal corporation

By _____
Ava Frisinger, Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

KING COUNTY, a Washington home rule charter county

By _____
Ron Sims, County Executive

Date: _____

APPROVED AS TO FORM:

County Prosecuting Attorney

THE GRAND RIDGE PARTNERSHIP (LIMITED PARTNERSHIP) and GLACIER RIDGE PARTNERSHIP (LIMITED PARTNERSHIP), Washington limited partnerships

By Warjone Investments, Inc., General Partner

By _____
Judd Kirk, Authorized Agent

Date: _____

- ATTACHMENT 1: First Amendment to County Conservation Easement, with legal description and map of additional 40-acre County Open Space.
- ATTACHMENT 2: Second Amendment to City Conservation Easement
- ATTACHMENT 3: Div-34 Declaration of Public Right-of- Way, with legal description and map.
- ATTACHMENT 4: Revised legal descriptions and map for the (a) 180-acre Conservation Easement and (b) 150-acre Rural Residential Area comprising the Southeast Rural Parcel, and the First Amendment to 180-Acre Conservation Easement.
- ATTACHMENT 5: Form of Western Access Easement, with legal description and map.

**TECHNICAL APPENDIX TO ATTACHMENT A of Ordinance
SECOND AMENDMENT TO THREE-PARTY AGREEMENT**

- ATTACHMENT 1:** First Amendment to County Conservation
a. Legal Description
b. Map of additional 40-acre County Open Space
- ATTACHMENT 2:** Second Amendment to City Conservation Easement.
- ATTACHMENT 3:** Div-34 Declaration of Public Right-of-Way, with legal description and map.
- ATTACHMENT 4:** Revised legal descriptions and map for the
Exhibit A-1: 330-acre SE Rural Parcel
Exhibit A-2: 150 ace Rural Residential Area
Exhibit B: 180-acre Conservation Easement
Exhibit C:
- ATTACHMENT 5:** Form of Western Access Easement, with legal description and map.

Filed for Record at Request of:

After recording return to:
K.C. Property Services Division
500A King County Admin. Bldg.
Seattle, WA 98104

ATTACHMENT 1 OF TECHNICAL APPENDIX

FIRST AMENDMENT TO 1063-ACRE COUNTY TERM DEED
AND CONSERVATION EASEMENT
[COUNTY OPEN SPACE – 40 ADDITIONAL ACRES]

Grantor(s):	Glacier Ridge Partnership (Limited Partnership)
Grantee(s):	King County
Abbreviated Legal Description:	NW ¼ of NE ¼ of Sec. 24, Twp. 24N, R6E, W.M. King County WA
Additional Legal Description	Exhibit A of document
Assessor's Property Tax Parcel Account Number(s):	252406-9084
Related Documents:	9612030696 (County Term Deed)

THIS FIRST AMENDMENT ("Amendment") is effective _____, 2002, the date of the last signature below, to amend that certain County Term Deed of Development Rights, Conservation Easement, Covenants, Obligations and Conditions executed effective dated June 10, 1996 and recorded under King County Recording No. 9612030694 ("County Term Deed"), and a deed for fee title to that open space dated October 2, 1997 and recorded under King County Recording No. 9710221244 ("County Open Space"). All capitalized terms used in this Amendment shall have the same meaning as in the County Term Deed.

WHEREAS, the Partnership is the fee owner of certain additional real property in King County, Washington as legally described and shown on Attachment A and consisting of approximately 40 acres ("Additional Area").

WHEREAS, the parties wish to add the Additional Area to the existing County Term Deed through this Amendment.

WHEREAS, the parties wish to allow an additional access and utility easement through a portion of the County Open Space.

NOW, THEREFORE, for good and valuable consideration that is hereby acknowledged, the parties agree as follows:

1. Additional Area. The Additional Area is hereby granted, conveyed and made subject to the terms and conditions of the County Term Deed. The Additional Area is designated as "Protected Property."

2. Other Permitted Uses. Section 4(3) ["Other Permitted Uses"] of the County Conservation Easement is amended by adding the following public right-of-way:

g. A right-of-way for a public road, street or highway over the area legally described and shown on Attachment B.

3. No Other Changes. Except as modified in the Amendment, the County Term Deed shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective on the date of the last signature below.

GRANTOR: GLACIER RIDGE
PARTNERSHIP (LIMITED PARTNERSHIP):

By: Warjone Investments, Inc. its
General Partner

By _____
Judd Kirk, Authorized Agent

Dated: _____

14428

GRANTEE: KING COUNTY, a Washington
home rule charter county

By _____
Its: _____
Dated: _____

Attachment A--Legal Description and Map of Additional Area
Attachment B--Legal Description and Map of Public Right-of-Way

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2002, before me, a Notary Public in and for the State of Washington, personally appeared JUDD KIRK personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute the instrument as authorized agent of WARJONE INVESTMENTS, INC., the general partner of GLACIER RIDGE PARTNERSHIP (LIMITED PARTNERSHIP), a Washington limited partnership; and acknowledged said instrument to be his free and voluntary act and deed, as general partner, for the uses and purposes therein mentioned.

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

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2002, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me

(or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of KING COUNTY to be the free and voluntary act and deed of said county for the uses and purposes mentioned in the instrument.

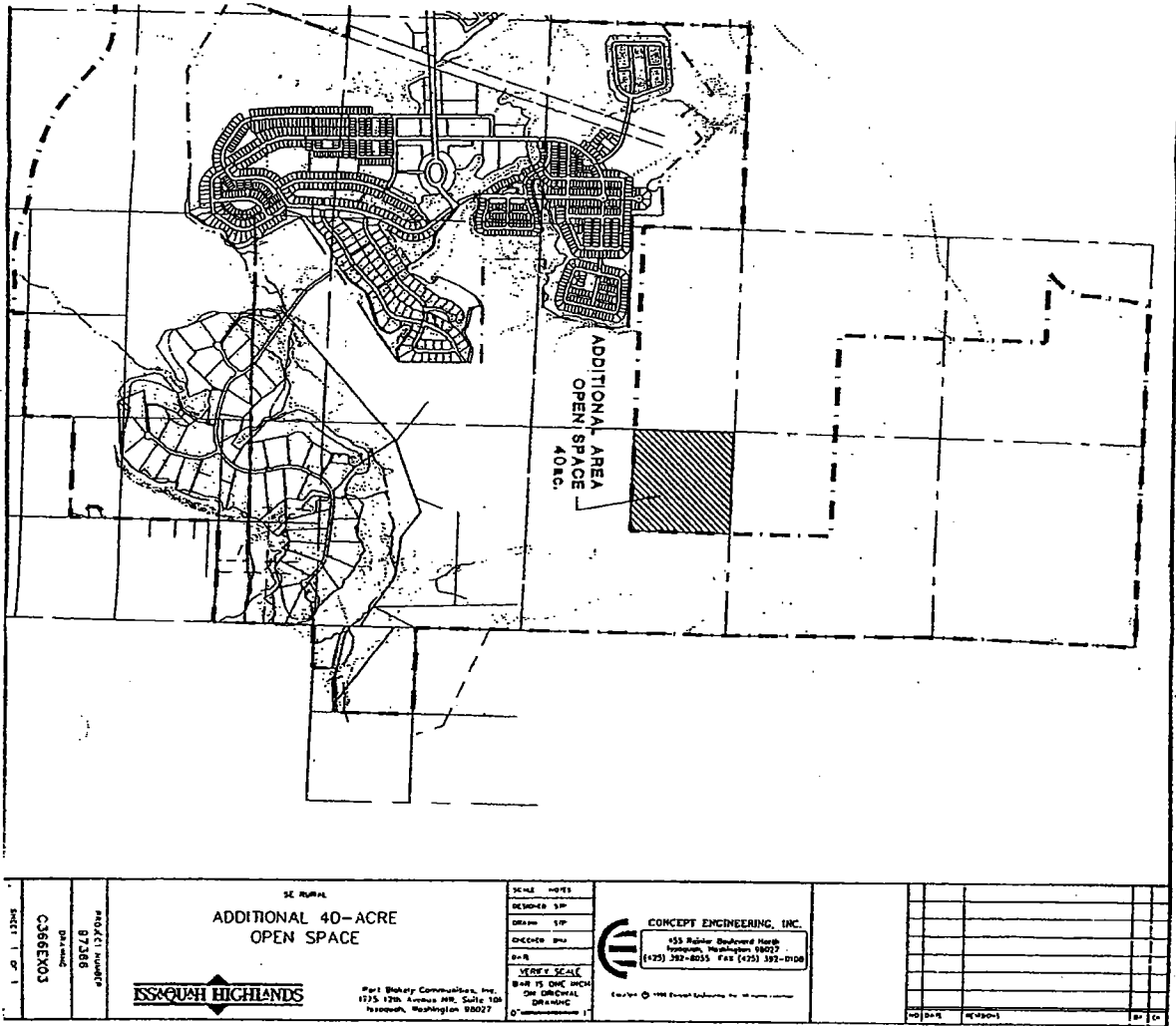
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

ATTACHMENT A OF ATTACHMENT 1, cont.

LEGAL DESCRIPTION AND MAP OF ADDITIONAL OPEN SPACE AREA
[40 ACRES]

NORTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 24
N, RANGE 6E, W. M. KING COUNTY, WASHINGTON.



14428

ATTACHMENT B OF ATTACHMENT 1 of Technical Appendix,
LEGAL DESCRIPTION AND MAP FOR DECLARATION OF PUBLIC RIGHT-OF-WAY cont.

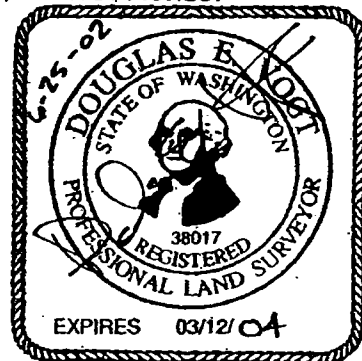
[DIVISION 34]

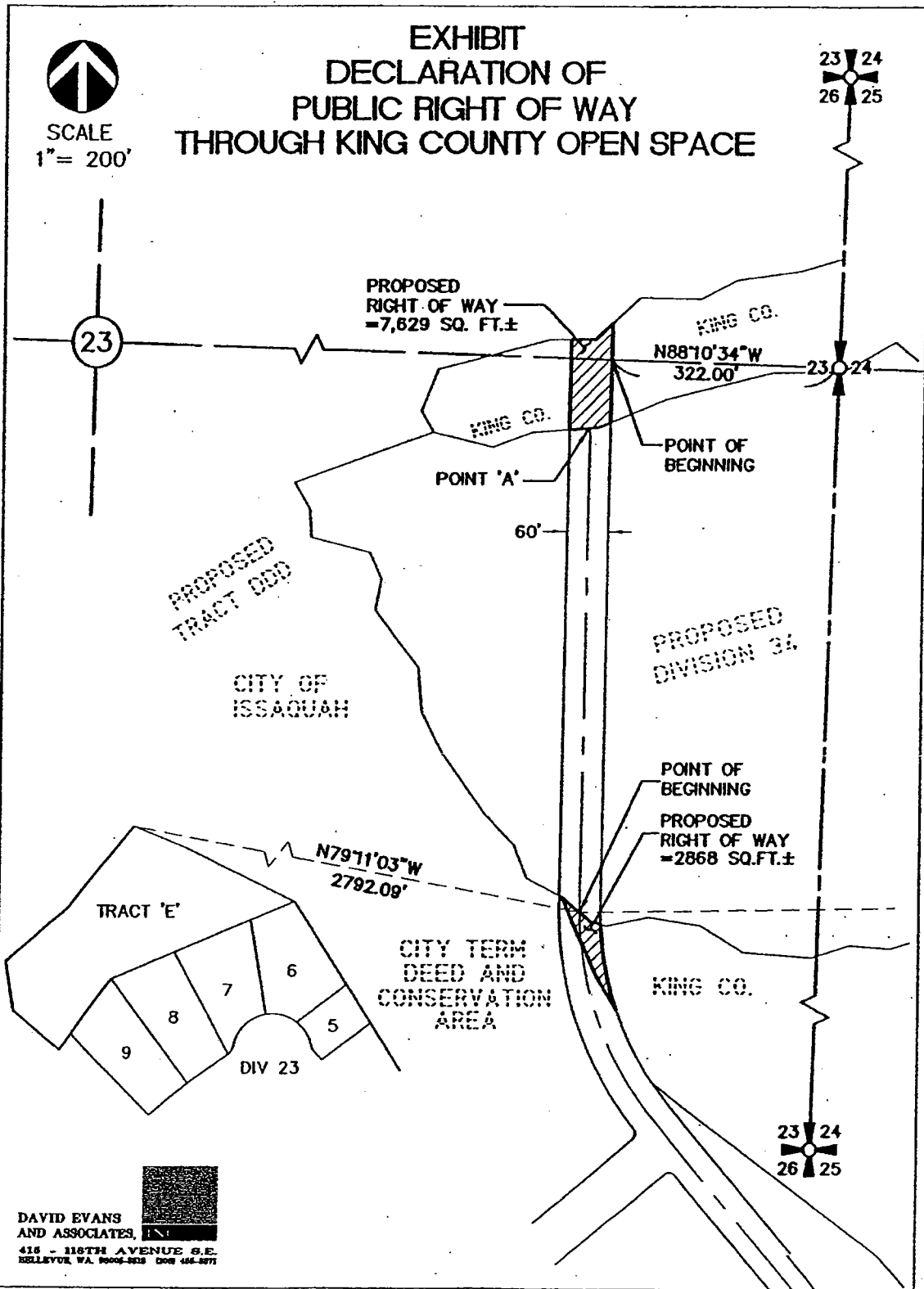
A PUBLIC RIGHT-OF-WAY FOR A PUBLIC ROAD, STREET, OR HIGHWAY, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 23, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH 3" BRASS DISK MARKED WITH CHISELED 'X'; THENCE NORTH 88°10'34" WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 322.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°34'51" WEST 87.90 FEET;
THENCE SOUTH 68°05'18" WEST 17.38 FEET;
THENCE SOUTH 85°29'06" WEST 14.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT 'A';
THENCE CONTINUING SOUTH 85°29'06" WEST 30.12 FEET;
THENCE NORTH 00°34'51" EAST 125.64 FEET;
THENCE NORTH 89°43'40" EAST 35.61 FEET;
THENCE NORTH 48°10'31" EAST 33.03 FEET;
THENCE SOUTH 00°34'51" WEST 49.98 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT 'A'; THENCE SOUTH 00°34'51" WEST 672.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 28' 38" A DISTANCE OF 11.60 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 51°02'24" EAST 20.42 FEET;
THENCE SOUTH 75°44'41" EAST 15.20 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE EAST FROM WHICH ITS CENTER BEARS NORTH 86°46'33" EAST 420.00 FEET DISTANT;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 39' 22" A DISTANCE OF 122.10 FEET;
THENCE NORTH 32°53'10" WEST 53.26 FEET;
THENCE NORTH 25°06'41" WEST 124.46 FEET;
THENCE SOUTH 51°02'24" EAST 34.42 FEET TO THE POINT OF BEGINNING FROM WHICH THE NORTHERLY MOST CORNER OF TRACT 'E,' PLAT OF ISSAQUAH HIGHLANDS, FINAL PLAT OF LOT 'B,' CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. LLA-99-001-IH, FOR THE REPLAT OF TRACT 'V' AND TO ESTABLISH DIVISIONS 22, 23, AND TRACT 'V' AS FILED IN VOLUME 191 OF PLATS, PAGES 85 THROUGH 91, UNDER RECORDING NO. 19991011000669, RECORDS OF SAID COUNTY, BEARS NORTH 79°11'03" WEST 2,792.09 FEET DISTANT.

THE ABOVE-DESCRIBED PARCEL CONTAIN 10,498 SQUARE FEET, OR 0.24 ACRES.





Doc. No. 21797 21798 - P. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

DAVID EVANS
AND ASSOCIATES, INC.
415 - 118TH AVENUE S.E.
BELLEVUE, WA. 98004-8028 (206) 466-8771

14428

After Filing Return To:
City of Issaquah
1775 - 12th Ave. N.W.
Issaquah, WA 98027
Attn: Bill Hoffman, MDRT

ATTACHMENT 2 OF TECHNICAL APPENDIX

**SECOND AMENDMENT TO CITY TERM DEED
AND CONSERVATION EASEMENT
[CITY PASSIVE OPEN SPACE—153.93 ACRES MINIMUM]**

Grantor(s): City of Issaquah and Glacier Ridge Partnership
(Limited Partnership)

Grantee(s): City of Issaquah and King County

Abbreviated Legal Description: Portions of Sec. 23, 24 and 25, Twp. 24N, R6E,
King County WA

Additional legal description *See prior document: 9612030696 (City Conservation Ease)*

Assessor's Property Tax Parcel Account Number(s): 362980-0430
362980-0440

Related Documents: 9612030696 (City Conservation Ease.);
20010509001133 (First Amendment)

This Second Amendment ("Amendment") is effective _____, 2002, the date of the last signature below, to amend that certain City Term Deed of Development Rights, Conservation Easement, Covenants, Obligations and Conditions executed effective October 28, 1996 and recorded under King County Recording No. 9612030696, as amended by the First Amendment dated April 30, 2001 and recorded under King County Recording

No. 20010509001133 (collectively "City Term Deed"). All capitalized terms used in this Amendment shall have the same meaning as in the City Term Deed.

WHEREAS, the undersigned wish to authorize a reduction of the minimum amount of defined Protected Property by up to 20 acres from 173.93 acres to 153.93 acres, and to increase correspondingly authorize an increase of the Active Area of City Open Space by up to 20 acres.

NOW, THEREFORE, for good and valuable consideration that is hereby acknowledged, the parties agree as follows:

1. Minimum Amount of Protected Property. All references to "173.93 acres" are amended to "153.93 acres" including the following:

The third sentence of the first Whereas in the City Term Deed is amended to read as follows:

The Protected Property initially consists of 275.15 acres, but may be reduced to 153.93 ~~173.93~~ acres pursuant to Section 1.2 below.

Further, Section 1.2 of the City Term Deed is amended to read as follows:

- 1.2.1 Right to Remove "Active Area." The City has the right to remove from time to time acreage from the "Protected Property" pursuant to the procedures in this Section 1.2 so long as at least 153.93 ~~173.93~~ acres remain as "Protected Property" subject to the uses and limitations in Sections 3 and 4. The removed acres shall be denominated "Active Area" under Section 1.3.

Further, the last sentence of Section 1.4 of the City Term Deed is amended to read as follows:

- 1.4 Adjustment of Areas. Therefore, the boundaries, location, size, and configuration of the Protected Property, Active Area and Partnership's adjoining development areas (and their corresponding legal descriptions) shall be adjusted (collectively "Adjustments") as follows, so long as the Protected Property is never less than 153.93 ~~173.93~~ acres and the total of the Protected Property and Active Area is never less than 275.15 acres:

2. No Other Changes. Except as modified in Section 1 above, the City Term Deed shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective on the date of the last signature below.

GLACIER RIDGE PARTNERSHIP
(LIMITED PARTNERSHIP):

By: Warjone Investments, Inc. its
General Partner

By _____
Judd Kirk, Authorized Agent
Dated: _____

KING COUNTY, a Washington home rule
charter county

By _____
Its: _____
Dated: _____

Approved as to Form

City Attorney

CITY OF ISSAQUAH, a Washington municipal
code city

By _____

Its: _____
Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2002, before me, a Notary Public in and for the State of Washington, personally appeared JUDD KIRK personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute the instrument as authorized agent of WARJONE

INVESTMENTS, INC., the general partner of GLACIER RIDGE PARTNERSHIP (LIMITED PARTNERSHIP), a Washington limited partnership; and acknowledged said instrument to be his free and voluntary act and deed, as general partner, for the uses and purposes therein mentioned.

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

NOTARY PUBLIC in and for the State of Washington, residing at _____ My appointment expires _____ Print Name _____

STATE OF WASHINGTON)) ss. COUNTY OF KING)

On this _____ day of _____, 2002, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of KING COUNTY to be the free and voluntary act and deed of said county for the uses and purposes mentioned in the instrument.

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

NOTARY PUBLIC in and for the State of Washington, residing at _____ My appointment expires _____ Print Name _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2002, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of CITY OF ISSAQUAH to be the free and voluntary act and deed of said municipal corporation for the uses and purposes mentioned in the instrument.

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

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

14428

ATTACHMENT 3 OF TECHNICAL APPENDIX

Form of Declaration of Right-of-Way

Filed for Record at Request of:

After recording return to
K.C. Property Services Division
500A King County Admin. Bldg.
Seattle, WA 98104

**DECLARATION OF PUBLIC RIGHT-OF-WAY
[DIVISION 34--ISSAQUAH HIGHLANDS]**

Grantor:	King County, Washington
Grantee:	City of Issaquah
Abbreviated Legal Description:	Portion of SE 1/4 of NE 1/4 and NE 1/4 of SE 1/4 of Section 23, Township 24 N, Range 6E, W.M., King County, WA
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	242406-9143
Related Documents:	N/A

KING COUNTY, a Washington home-rule charter county ("Grantor") hereby grants and conveys to the CITY OF ISSAQUAH, a Washington municipal corporation, ("Grantee") a right-of-way for a public road, street or highway over two 60'-wide segments over the portions of Grantor's property legally described and shown in the attached Exhibit A. The northern right-of-way segment is 60' wide and generally rectangular and the southern right-of-way segment is a generally triangular area within the 60' wide right-of-way as shown on Exhibit A.

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

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

14428

EXHIBIT A TO ATTACHMENT 3 of TECHNICAL APPENDIX, cont

LEGAL DESCRIPTION AND MAP FOR DECLARATION OF PUBLIC RIGHT-OF-WAY

[DIVISION 34]

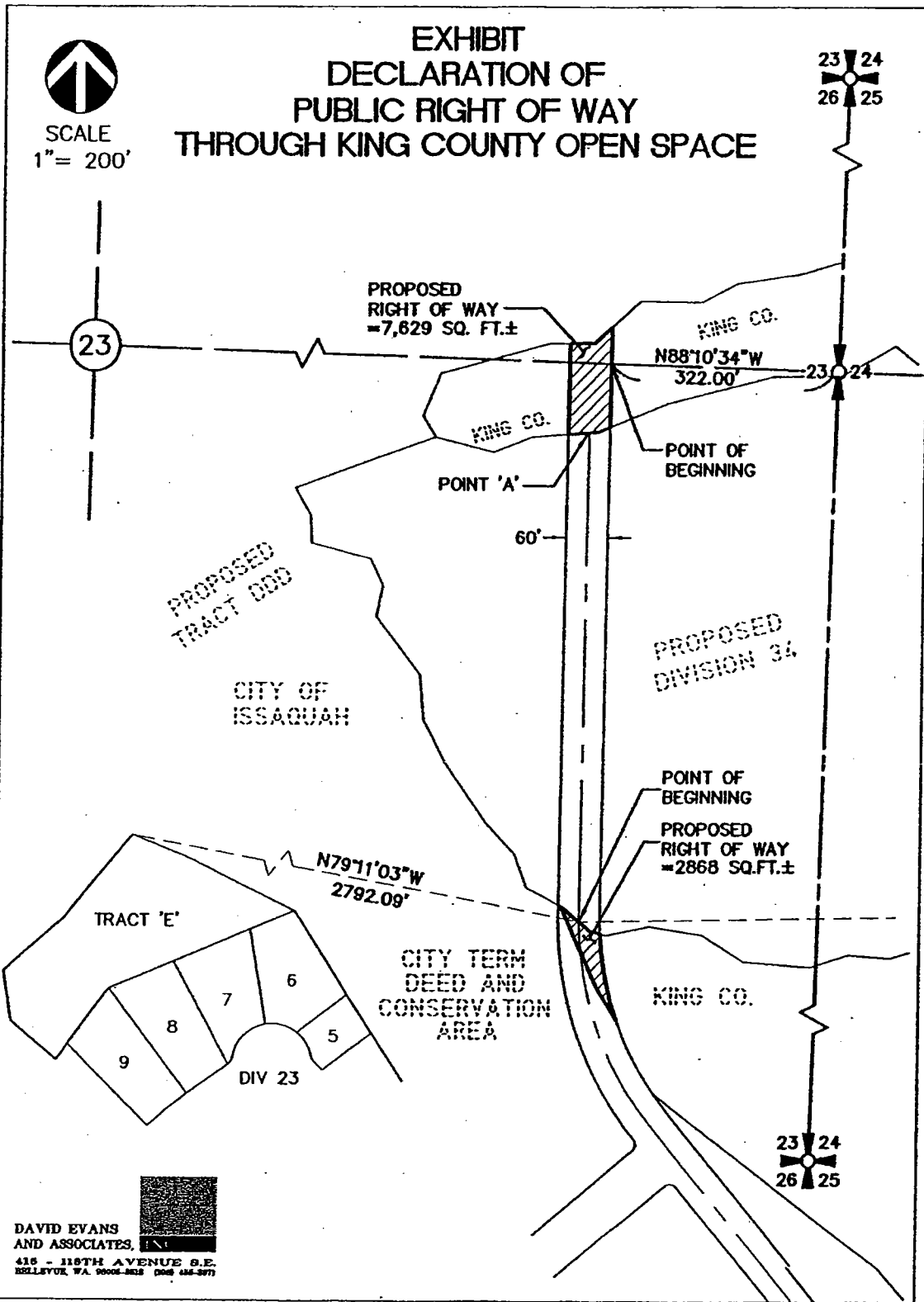
A PUBLIC RIGHT-OF-WAY FOR A PUBLIC ROAD, STREET, OR HIGHWAY, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 23, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION, A 2" IRON PIPE WITH 3" BRASS DISK MARKED WITH CHISELED 'X'; THENCE NORTH 88°10'34" WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 322.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°34'51" WEST 87.90 FEET;
THENCE SOUTH 68°05'18" WEST 17.38 FEET;
THENCE SOUTH 85°29'06" WEST 14.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT 'A';
THENCE CONTINUING SOUTH 85°29'06" WEST 30.12 FEET;
THENCE NORTH 00°34'51" EAST 125.64 FEET;
THENCE NORTH 89°43'40" EAST 35.61 FEET;
THENCE NORTH 48°10'31" EAST 33.03 FEET;
THENCE SOUTH 00°34'51" WEST 49.98 FEET TO THE POINT OF BEGINNING. TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT 'A'; THENCE SOUTH 00°34'51" WEST 672.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 28' 38" A DISTANCE OF 11.60 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 51°02'24" EAST 20.42 FEET;
THENCE SOUTH 75°44'41" EAST 15.20 FEET TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE EAST FROM WHICH ITS CENTER BEARS NORTH 86°46'33" EAST 420.00 FEET DISTANT;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 39' 22" A DISTANCE OF 122.10 FEET;
THENCE NORTH 32°53'10" WEST 53.26 FEET;
THENCE NORTH 25°06'41" WEST 124.46 FEET;
THENCE SOUTH 51°02'24" EAST 34.42 FEET TO THE POINT OF BEGINNING FROM WHICH THE NORTHERLY MOST CORNER OF TRACT 'E,' PLAT OF ISSAQUAH HIGHLANDS, FINAL PLAT OF LOT 'B,' CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. LLA-99-001-IH, FOR THE REPLAT OF TRACT 'V' AND TO ESTABLISH DIVISIONS 22, 23, AND TRACT 'V' AS FILED IN VOLUME 191 OF PLATS, PAGES 85 THROUGH 91, UNDER RECORDING NO. 19991011000669, RECORDS OF SAID COUNTY, BEARS NORTH 79°11'03" WEST 2,792.09 FEET DISTANT.

THE ABOVE-DESCRIBED PARCEL CONTAIN 10,498 SQUARE FEET, OR 0.24 ACRES.





Filed for Record at Request of:

After recording return to:
K.C. Property Services Division
500A King County Admin. Bldg.
Seattle, WA 98104

ATTACHMENT 4

FIRST AMENDMENT TO 180-ACRE COUNTY TERM DEED
AND CONSERVATION EASEMENT
[COUNTY OPEN SPACE – SE RURAL PARCEL]

Grantor(s):	Glacier Ridge Partnership (Limited Partnership)
Grantee(s):	King County
Abbreviated Legal Description:	Portions of Sec. 24 and 25, Twp. 24N, R6E, W.M. King County WA
Additional legal description	<i>Exhibits A-1, A-2, and B</i>
Assessor's Property Tax Parcel Account Number(s):	2524069084-9075 (plus list on Exhibit C)
Related Documents:	9612030695 (180-Acre County Term Deed)

THIS FIRST AMENDMENT ("Amendment") is effective _____, 2002, the date of the last signature below, to amend that certain County Term Deed of Development Rights, Conservation Easement, Covenants, Obligations and Conditions for 180 acres (approximately) within the Southeast Rural Parcel executed effective dated June 10, 1996 and recorded under King County Recording No. 9612030695 ("County Term Deed"). All capitalized terms used in this Amendment shall have the same meaning as in the County Term Deed.

WHEREAS, the parties wish to amend the legal descriptions for the 180-acre Conservation Easement area and the 150-acre Rural Residential Area.

NOW, THEREFORE, for good and valuable consideration that is hereby acknowledged, the parties agree as follows:

1. Amended Legal Descriptions. The legal description for the 330-acre Southeast Rural Parcel is amended and restated as "Revised Exhibit A-1" attached hereto (replacing Exhibit A-1 in the original County Term Deed). The legal description for the 150-acre Rural Residential Area is amended and restated as "Revised Exhibit A-2" attached hereto (replacing Exhibit A-2 in the original County Term Deed). The legal description for the 180-acre Conservation Area is hereby amended and restated as "Revised Exhibit B" attached hereto (replacing Exhibit B in the original County Term Deed).

2. No Other Changes. Except as modified in the Amendment, the County Term Deed shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective on the date of the last signature below.

GRANTOR: GLACIER RIDGE PARTNERSHIP (LIMITED PARTNERSHIP):

By: Warjone Investments, Inc. its General Partner

By _____ Judd Kirk, Authorized Agent

Dated: _____

GRANTEE: KING COUNTY, a Washington home rule charter county

By _____

Its: _____

Dated: _____

Attachments:

- Revised Exhibit A-1: Legal Description and Map of 330-acre SE Rural Parcel
- Revised Exhibit A-2: Legal Description and Map of 150-acre Rural Residential Area
- Revised Exhibit B: Legal Description and Map of 180-acre Conservation Area
- Exhibit C: List of Tax Parcel Nos.

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this ___ day of ___, 2002, before me, a Notary Public in and for the State of Washington, personally appeared JUDD KIRK personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute the instrument as authorized agent of WARJONE INVESTMENTS, INC., the general partner of GLACIER RIDGE PARTNERSHIP (LIMITED PARTNERSHIP), a Washington limited partnership; and acknowledged said instrument to be his free and voluntary act and deed, as general partner, for the uses and purposes therein mentioned.

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

NOTARY PUBLIC in and for the State of Washington, residing at ___ My appointment expires ___ Print Name ___

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this ___ day of ___, 2002, before me, a Notary Public in and for the State of Washington, personally appeared ___, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the ___ of KING COUNTY to be the free and voluntary act and deed of said county for the uses and purposes mentioned in the instrument.

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

NOTARY PUBLIC in and for the State of Washington, residing at ___ My appointment expires ___ Print Name ___

SOUTHEAST RURAL PARCEL
[330 ACRE±]

THAT PORTION OF SECTIONS 24 & 25, TOWNSHIP 24 N, RANGE 6 E, W.M., AND GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 24 N, RANGE 7 E, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS OF SAID COUNTY; THENCE S 01°27'18" W ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 25, A DISTANCE OF 1293.56 FEET TO THE N-1/16 CORNER OF SAID SECTION 25 AND SECTION 30, TOWNSHIP 24 NORTH, RANGE 7 E, W.M.; THENCE N 88°00'34" W ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NE ¼, A DISTANCE OF 1331.08 FEET TO THE NE-1/16 CORNER OF SAID SECTION 25; THENCE S 01°14'34" W ALONG THE EAST LINE OF THE WEST HALF OF SAID NE ¼, A DISTANCE OF 1299.80 FEET TO THE CENTER-E-1/16 CORNER OF SAID SECTION 25; THENCE S 01°12'37" W ALONG THE EAST LINE OF THE WEST HALF OF THE SE ¼ OF SAID SECTION 25, A DISTANCE OF 234.82 FEET TO A TRACT OF LAND CONVEYED TO KENNETH L. JAMES AND ELIZABETH PHILLIP-JAMES BY DEED RECORDED UNDER RECORDING NO. 8708061208, RECORDS OF SAID COUNTY; THENCE S 74°38'32" W ALONG SAID TRACT 150.00 FEET; THENCE S 01°12'37" W ALONG SAID TRACT 153.46 FEET; THENCE N 74°38'32" E ALONG SAID TRACT 150.00 FEET TO SAID EAST LINE; THENCE S 01°12'37" W ALONG SAID EAST LINE 272.51 FEET TO THE CENTER-N-SE 1/64 CORNER OF SAID SECTION 25; THENCE N 88°15'21" W ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SE ¼, A DISTANCE OF 1324.18 FEET TO THE CENTER-N-S-1/64 CORNER OF SAID SECTION 25; THENCE N 82°19'00" W 1898.09 FEET; THENCE N 21°10'30" E 1126.65 FEET; THENCE N 00°21'25" E 1374.04 FEET; THENCE N 49°07'18" E 2324.07 FEET; THENCE N 70°11'35" E 1007.05 FEET; THENCE S 51°48'56" E 407.49 FEET; THENCE S 81°36'42" E 522.48 FEET; THENCE S 56°24'23" E 798.24 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE N 01°10'47" E ALONG SAID WEST LINE 443.20 FEET; THENCE S 52°15'54" E 1233.55 FEET TO THE NORTH RIGHT-OF-WAY MARGIN AS SHOWN ON KING COUNTY ENGINEERING SURVEY NO. 25-24-6-4; THENCE S 82°27'04" W ALONG SAID MARGIN 258.52 FEET; THENCE N 76°10'14" W ALONG SAID MARGIN 164.23 FEET

TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 268.75 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 04°10'32" A DISTANCE OF 19.59 FEET (AS ORIGINALLY RECORDED)

**TO A NON RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTH FROM WHICH ITS CENTER BEARS S 16°53'34" W 268.75 FEET DISTANT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 04°10'32" A DISTANCE OF 19.59 FEET *STATED FOR CLARITY OF NON-TANGENT CURVE.*

TO A POINT OF TANGENCY; THENCE N 77°16'58" W ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 379.29 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24°40'00" A DISTANCE OF 163.29 FEET TO A POINT OF TANGENCY; THENCE N 52°36'58" W ALONG SAID MARGIN 60.10 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE S 01°10'47" W ALONG SAID WEST LINE 74.36 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF SAID KING COUNTY SURVEY; THENCE S 52°36'58" E ALONG SAID MARGIN 16.18 FEET TO THE BEGINNING OF A CURVE CONCAVE

14428

REVISED EXHIBIT A-1 of ATTACHMENT 4 to Technical Appendix
(CONT.)

TO THE NORTHEAST HAVING A RADIUS OF 439.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24°40'00" A DISTANCE OF 189.12 FEET TO A POINT OF TANGENCY; THENCE S 77°16'58" E ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 208.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 06°18'55" A DISTANCE OF 23.01 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 4; THENCE S 01°09'57" W ALONG SAID EAST LINE 254.87 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE N 88°16'10" W ALONG SAID SOUTH LINE 566.43 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25; AND THE POINT OF BEGINNING.

CONTAINING 330 ACRES MORE OR LESS

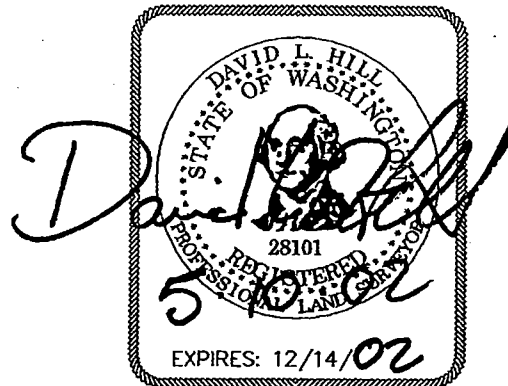
SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON

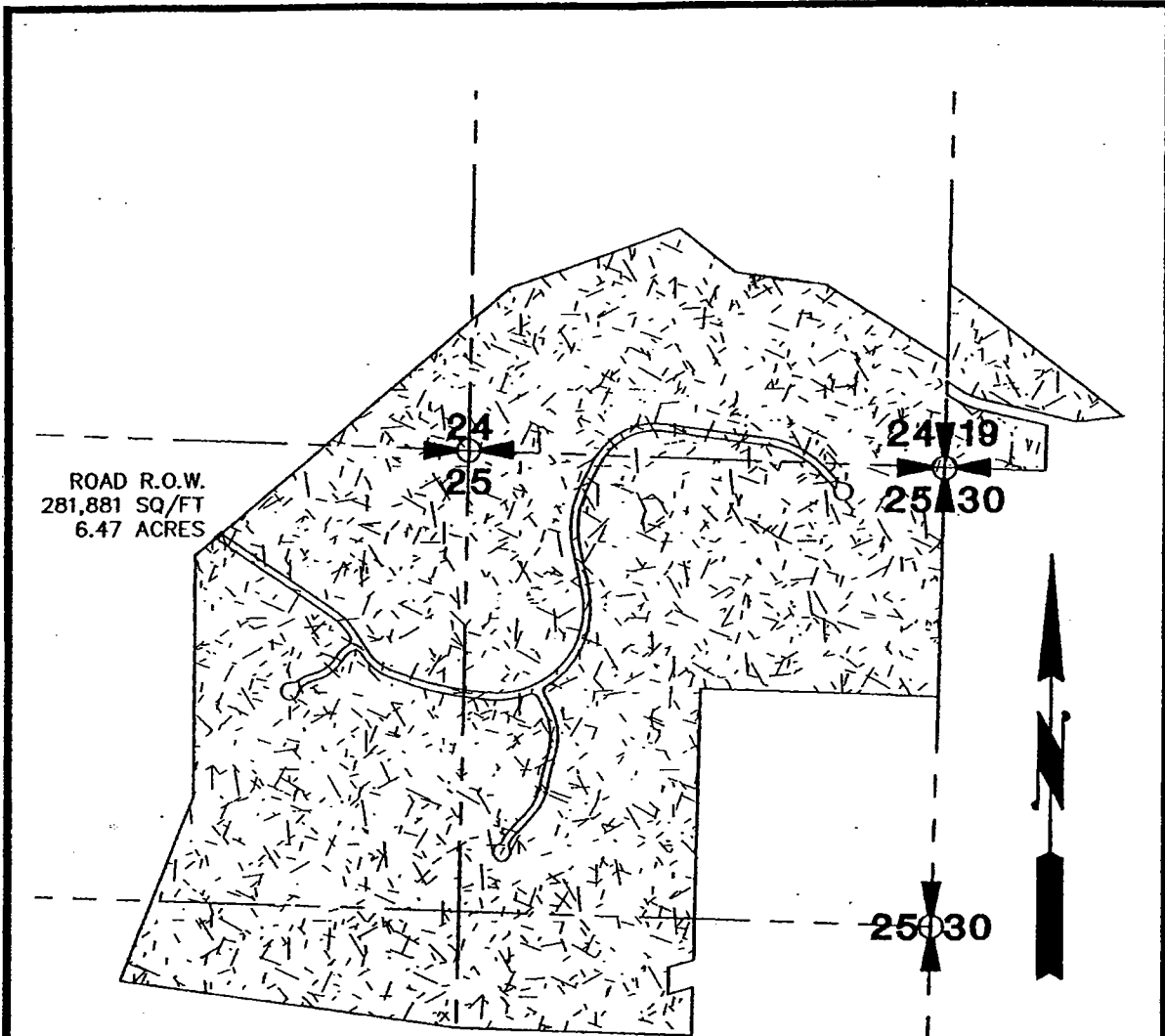


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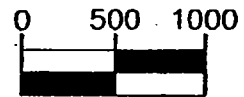
JOB NO. 22023
REVISED 05-10-02





RURAL PARCEL AREA (330 ACRES)

GRAPHIC SCALE



(IN FEET)
1 inch = 1000 ft.

**SE RURAL PARCEL
REVISED EXHIBIT A-1**
PORTION OF SEC. 24 & 25, T. 24 N, R. 6 E, WM.



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DWN. BY

DVR

CHKD. BY

DLH

DATE

05-10-02

SCALE

1" = 1000'

JOB NO.

22023

SHEET

3 OF 3

RURAL RESIDENTIAL AREA
[150 ACRES ±]

THAT PORTION OF SECTIONS 24 & 25, TOWNSHIP 24 N., RANGE 6 E., W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS OF SAID COUNTY;

THENCE S 01°27'18" W 534.96 FEET; THENCE N 72°56'06" W 114.15 FEET; THENCE S 82°12'12" W 296.03 FEET; THENCE N 44°36'40" W 101.54 FEET; THENCE N 13°49'03" W 42.40 FEET; THENCE S 82°46'47" W 16.63 FEET; THENCE N 87°11'52" W 127.30 FEET; THENCE S 47°38'57" W 139.68 FEET; THENCE N 56°28'52" W 98.72 FEET; THENCE N 50°03'12" W 142.58 FEET; THENCE N 70°51'00" W 55.55 FEET; THENCE S 19°45'09" W 65.96 FEET; THENCE N 37°11'20" W 96.11 FEET; THENCE N 61°09'53" W 36.60 FEET; THENCE S 64°50'43" W 50.63 FEET; THENCE S 25°07'05" W 113.54 FEET; THENCE N 46°25'03" W 99.20 FEET; THENCE N 77°06'14" W 79.15 FEET; THENCE S 70°24'27" W 37.44 FEET; THENCE N 52°09'33" W 100.53 FEET; THENCE N 04°00'24"E 198.35 FEET; THENCE N 11°44'20" W 113.90 FEET; THENCE N 73°50'00" W 83.15 FEET; THENCE S 83°56'59" W 92.57 FEET; THENCE N 04°37'13" E 143.68 FEET; THENCE N 52°04'51" W 52.55 FEET; THENCE S 71°22'51" W 59.18 FEET; THENCE S 12°35'01" W 209.81 FEET; THENCE S 46°52'45"E 185.43 FEET; THENCE S 08°39'06" W 170.14 FEET; THENCE S 29°15'43"E 136.21 FEET; THENCE S 40°24'58"E 103.26 FEET; THENCE S 16°51'13"E 69.41 FEET; THENCE S 58°18'07"E 88.14 FEET; THENCE S 36°26'04"E 98.72 FEET; THENCE S 30°31'38" W 68.20 FEET; THENCE S 02°10'01" W 105.48 FEET; THENCE S 78°27'18" W 46.27 FEET; THENCE S 29°20'02" W 198.37 FEET; THENCE S 41°45'21"E 81.60 FEET; THENCE S 16°55'27" W 76.84 FEET; THENCE S 85°13'41" W 85.24 FEET; THENCE S 07°11'00" W 82.81 FEET; THENCE S 21°30'36"E 160.94 FEET; THENCE S 23°05'38" W 220.00 FEET; THENCE N 70°30'16" W 50.10 FEET; THENCE S 23°05'39" W 204.96 FEET; THENCE N 61°09'15" W 46.58 FEET; THENCE S 79°11'39" W 55.40 FEET; THENCE S 04°21'45" W 105.60 FEET; THENCE S 18°26'31"E 68.43 FEET; THENCE S 12°50'03" W 86.21 FEET; THENCE S 26°01'51" W 117.63 FEET; THENCE S 48°22'43" W 60.14 FEET; THENCE S 16°17'55" W 105.63 FEET; THENCE S 38°07'27" W 146.19 FEET; THENCE S 61°47'35" W 38.74 FEET; THENCE S 44°50'17" W 132.31 FEET; THENCE S 86°11'15" W 722.96 FEET; THENCE N 22°48'39" W 58.91 FEET; THENCE S 67°18'33" W 112.01 FEET; THENCE N 56°18'21" W 103.99 FEET; THENCE N 38°42'46" W 127.28 FEET; THENCE N 13°04'40" W 329.51 FEET; THENCE N 04°12'11"E 43.70 FEET; THENCE N 22°02'22"E 43.56 FEET; THENCE N 50°50'36"E 245.13 FEET; THENCE N 30°08'48"E 45.95 FEET; THENCE N 71°05'32"E 235.65 FEET; THENCE N 38°58'04"E 292.09 FEET; THENCE N 09°43'41"E 100.63 FEET; THENCE N 77°57'52" W 227.72 FEET; THENCE S 68°12'25" W 77.83 FEET; THENCE N 71°59'22" W 110.36 FEET; THENCE S 45°30'49" W 76.83 FEET; THENCE S 37°29'24"E 47.25 FEET; THENCE S 50°19'14" W 874.28 FEET; THENCE N 68°45'25" W 36.69 FEET; THENCE N 55°16'58" W 98.19 FEET; THENCE N 10°39'21" W 116.57 FEET; THENCE N 10°23'14" W 148.34 FEET; THENCE N 22°50'36" W 494.93 FEET; THENCE N 11°37'55"E 94.47 FEET; THENCE N 00°27'40" W 114.03 FEET; THENCE N 16°07'55" W 151.29 FEET; THENCE N 12°51'17" W 85.09 FEET; THENCE N 09°54'49"E 50.60 FEET; THENCE N 03°29'48" W 45.44 FEET; THENCE N 10°59'22" W 74.82 FEET; THENCE N 12°40'36"E 205.54 FEET; THENCE N 49°07'03"E 205.31 FEET; THENCE S 80°40'04"E 91.77 FEET; THENCE S 60°17'33"E 72.30 FEET; THENCE N 67°05'11"E 114.56 FEET; THENCE S 59°26'23"E 137.48 FEET; THENCE N 73°50'55"E 137.17 FEET; THENCE S 55°05'08"E 114.34 FEET; THENCE N 83°14'34"E 89.34 FEET; THENCE N 66°39'14"E 138.61 FEET; THENCE S 72°44'27"E 332.60 FEET; THENCE S 32°29'43"E 145.82 FEET; THENCE S 10°53'36"E 123.07 FEET; THENCE S 51°34'00"E 127.83 FEET; THENCE S 38°48'53"E 53.11 FEET; THENCE S 33°41'45" W 41.26 FEET; THENCE S 12°38'04"E 61.89 FEET; THENCE S 32°42'33" E 112.65 FEET; THENCE S 55°41'15"E 196.61 FEET; THENCE

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REVISED EXHIBIT A-2
(CONT.)

N 36°52'34"E 126.95 FEET; THENCE N 49°05'16" W 170.87 FEET; THENCE N 17°49'44" W 42.07 FEET; THENCE N 49°13'49" W 298.67 FEET; THENCE N 15°39'16" W 163.93 FEET; THENCE N 30°56'10" W 172.57 FEET; THENCE N 19°41'14" W 120.00 FEET; THENCE N 19°34'54"E 177.84 FEET; THENCE N 40°27'57"E 461.19 FEET; THENCE N 18°06'10"E 139.75 FEET; THENCE N 47°55'30"E 87.10 FEET; THENCE N 16°53'18"E 143.19 FEET; THENCE N 44°33'59"E 79.89 FEET; THENCE N 81°09'59"E 174.48 FEET; THENCE S 69°20'17"E 94.88 FEET; THENCE S 08°43'57"E 173.83 FEET; THENCE S 52°18'20"E 152.56 FEET; THENCE S 79°59'16"E 155.90 FEET; THENCE N 04°10'39"E 134.79 FEET; THENCE N 45°12'45"E 148.75 FEET; THENCE S 70°55'31"E 152.86 FEET; THENCE S 87°27'53"E 115.92 FEET; THENCE S 35°20'52"E 79.11 FEET; THENCE N 68°35'18"E 156.23 FEET; THENCE N 12°47'33"E 39.63 FEET; THENCE N 76°33'38"E 167.53 FEET; THENCE S 44°39'52"E 60.66 FEET; THENCE S 63°06'52"E 188.43 FEET; THENCE S 54°17'20"E 160.75 FEET; THENCE S 32°29'04"E 66.13 FEET; THENCE S 82°22'29"E 93.89 FEET; THENCE S 27°57'11"E 135.86 FEET; THENCE S 47°47'48"E 265.50 FEET; THENCE S 70°17'07"E 106.25 FEET; THENCE S 48°37'13"E 48.94 FEET; THENCE N 82°29'04"E 104.38 FEET TO THE NE CORNER OF SAID SECTION 25 AND POINT OF BEGINNING.

CONTAINING 150 ACRES MORE OR LESS

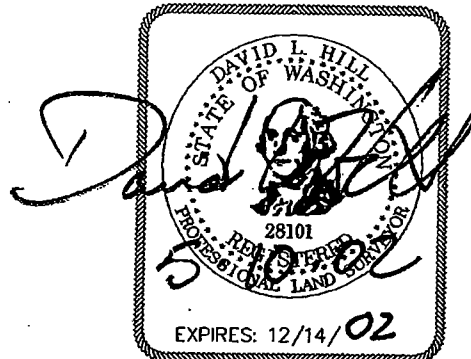
SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON

JOB NO. 22023
REVISED 02-19-02



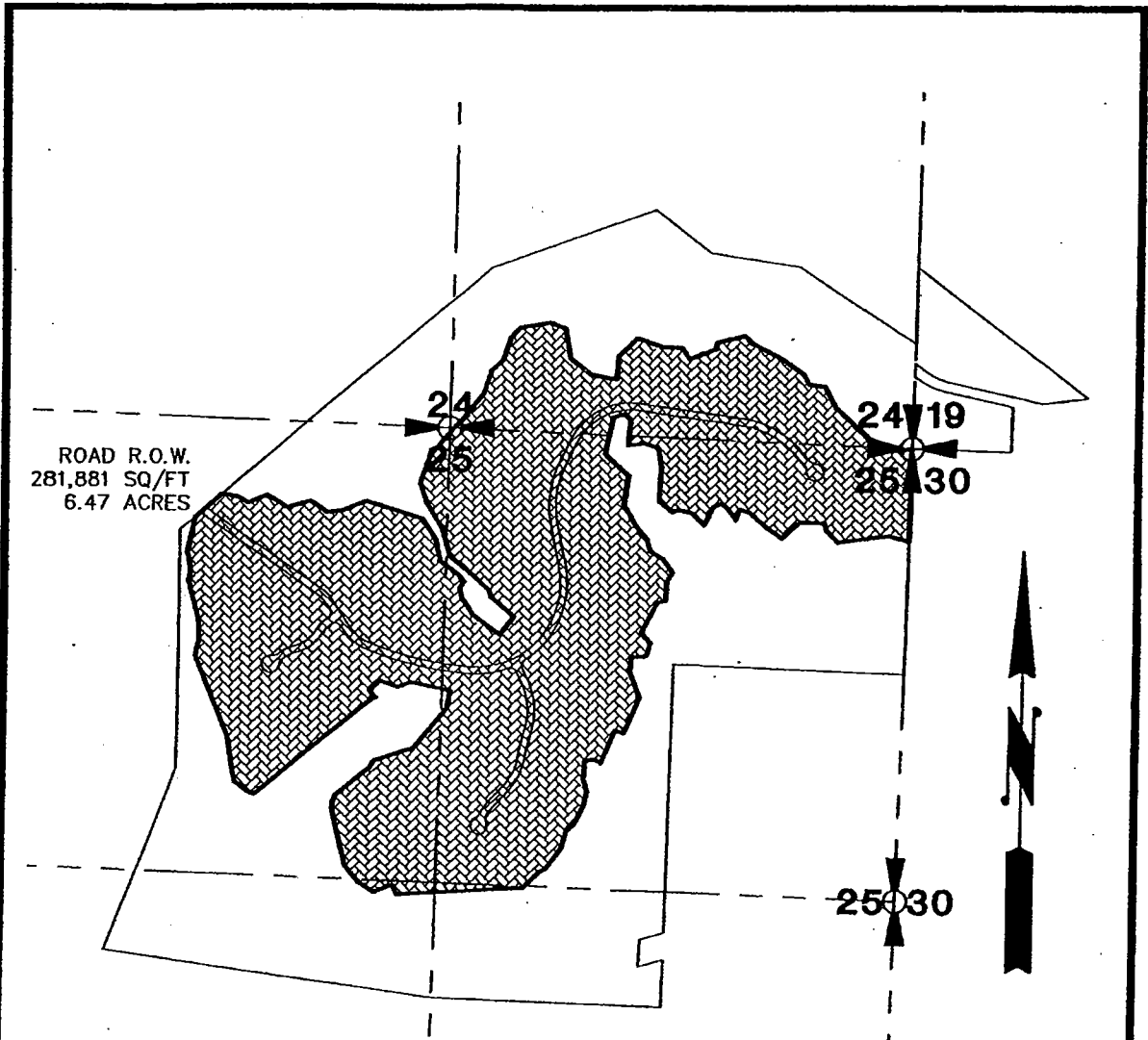
CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108




14428

REVISED EXHIBIT A-2 OF ATTACHMENT 4
to Technical Appendix



RURAL RESIDENTIAL AREA (150 ACRES)

**SE RURAL RESIDENTIAL AREA
REVISED EXHIBIT A-2
PORTION OF SEC. 24 & 25, T. 24 N, R. 8 E, WM**

	CONCEPT ENGINEERING, INC.		
	455 Rainier Boulevard North Issaquah, Washington 98027 (425) 392-8055 FAX (425) 392-0108		
DWN. BY	DATE	JOB NO.	
DVR	05-10-02	22023	
CHKD. BY	SCALE	SHEET	
DLH	1" = 1000'	3 OF 3	

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CONSERVATION AREA
[180 ACRES ±]

THAT PORTION OF SECTIONS 24 & 25, TOWNSHIP 24 N, RANGE 6 E, W.M., AND GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 24 N, RANGE 7-E, W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS OF SAID COUNTY; THENCE S 01°27'18" W ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 25, A DISTANCE OF 1293.56 FEET TO THE N-1/16 CORNER OF SAID SECTION 25 AND SECTION 30, TOWNSHIP 24 NORTH, RANGE 7 E, W.M.; THENCE N 88°00'34" W ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NE ¼, A DISTANCE OF 1331.08 FEET TO THE NE-1/16 CORNER OF SAID SECTION 25; THENCE S 01°14'34" W ALONG THE EAST LINE OF THE WEST HALF OF SAID NE ¼, A DISTANCE OF 1299.80 FEET TO THE CENTER-E-1/16 CORNER OF SAID SECTION 25; THENCE S 01°12'37" W ALONG THE EAST LINE OF THE WEST HALF OF THE SE ¼ OF SAID SECTION 25, A DISTANCE OF 234.82 FEET TO A TRACT OF LAND CONVEYED TO KENNETH L. JAMES AND ELIZABETH PHILLIP-JAMES BY DEED RECORDED UNDER RECORDING NO. 8708061208, RECORDS OF SAID COUNTY; THENCE S 74°38'32" W ALONG SAID TRACT 150.00 FEET; THENCE S 01°12'37" W ALONG SAID TRACT 153.46 FEET; THENCE N 74°38'32" E ALONG SAID TRACT 150.00 FEET TO SAID EAST LINE; THENCE S 01°12'37" W ALONG SAID EAST LINE 272.51 FEET TO THE CENTER-N-SE 1/64 CORNER OF SAID SECTION 25; THENCE N 88°15'21" W ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SE ¼, A DISTANCE OF 1324.18 FEET TO THE CENTER-N-S-1/64 CORNER OF SAID SECTION 25; THENCE N 82°19'00" W 1898.09 FEET; THENCE N 21°10'30" E 1126.65 FEET; THENCE N 00°21'25" E 1374.04 FEET; THENCE N 49°07'18" E 2324.07 FEET; THENCE N 70°11'35" E 1007.05 FEET; THENCE S 51°48'56" E 407.49 FEET; THENCE S 81°36'42" E 522.48 FEET; THENCE S 56°24'23" E 798.24 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE N 01°10'47" E ALONG SAID WEST LINE 443.20 FEET; THENCE S 52°15'54" E 1233.55 FEET TO THE NORTH RIGHT-OF-WAY MARGIN AS SHOWN ON KING COUNTY ENGINEERING SURVEY NO. 25-24-6-4; THENCE S 82°27'04" W ALONG SAID MARGIN 258.52 FEET; THENCE N 76°10'14" W ALONG SAID MARGIN 164.23 FEET

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REVISED EXHIBIT B
(CONT.)

TO THE NORTHEAST HAVING A RADIUS OF 439.29 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 24°40'00" A DISTANCE OF 189.12 FEET TO A POINT OF TANGENCY; THENCE S 77°16'58" E ALONG SAID MARGIN 366.84 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 208.75 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND MARGIN THROUGH A CENTRAL ANGLE OF 06°18'55" A DISTANCE OF 23.01 FEET TO THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 4; THENCE S 01°09'57" W ALONG SAID EAST LINE 254.87 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 4; THENCE N 88°16'10" W ALONG SAID SOUTH LINE 566.43 FEET TO THE NORTHEAST CORNER OF SAID SECTION 25; AND THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID SECTIONS 24 & 25 DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTIONS 24 & 25, TOWNSHIP 24 N., RANGE 6 E., W.M., KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS OF SAID COUNTY;

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14428

REVISED EXHIBIT B
(CONT.)

N 11°37'55"E 94.47 FEET; THENCE N 00°27'40" W 114.03 FEET; THENCE N 16°07'55" W 151.29 FEET; THENCE N 12°51'17" W 85.09 FEET; THENCE N 09°54'49"E 50.60 FEET; THENCE N 03°29'48" W 45.44 FEET; THENCE N 10°59'22" W 74.82 FEET; THENCE N 12°40'36"E 205.54 FEET; THENCE N 49°07'03"E 205.31 FEET; THENCE S 80°40'04"E 91.77 FEET; THENCE S 60°17'33"E 72.30 FEET; THENCE N 67°05'11"E 114.56 FEET; THENCE S 59°26'23"E 137.48 FEET; THENCE N 73°50'55"E 137.17 FEET; THENCE S 55°05'08"E 114.34 FEET; THENCE N 83°14'34"E 89.34 FEET; THENCE N 66°39'14"E 138.61 FEET; THENCE S 72°44'27"E 332.60 FEET; THENCE S 32°29'43"E 145.82 FEET; THENCE S 10°53'36"E 123.07 FEET; THENCE S 51°34'00"E 127.83 FEET; THENCE S 38°48'53"E 53.11 FEET; THENCE S 33°41'45" W 41.26 FEET; THENCE S 12°38'04"E 61.89 FEET; THENCE S 32°42'33" E 112.65 FEET; THENCE S 55°41'15"E 196.61 FEET; THENCE N 36°52'34"E 126.95 FEET; THENCE N 49°05'16" W 170.87 FEET; THENCE N 17°49'44" W 42.07 FEET; THENCE N 49°13'49" W 298.67 FEET; THENCE N 15°39'16" W 163.93 FEET; THENCE N 30°56'10" W 172.57 FEET; THENCE N 19°41'14" W 120.00 FEET; THENCE N 19°34'54"E 177.84 FEET; THENCE N 40°27'57"E 461.19 FEET; THENCE N 18°06'10"E 139.75 FEET; THENCE N 47°55'30"E 87.10 FEET; THENCE N 16°53'18"E 143.19 FEET; THENCE N 44°33'59"E 79.89 FEET; THENCE N 81°09'59"E 174.48 FEET; THENCE S 69°20'17"E 94.88 FEET; THENCE S 08°43'57"E 173.83 FEET; THENCE S 52°18'20"E 152.56 FEET; THENCE S 79°59'16"E 155.90 FEET; THENCE N 04°10'39"E 134.79 FEET; THENCE N 45°12'45"E 148.75 FEET; THENCE S 70°55'31"E 152.86 FEET; THENCE S 87°27'53"E 115.92 FEET; THENCE S 35°20'52"E 79.11 FEET; THENCE N 68°35'18"E 156.23 FEET; THENCE N 12°47'33"E 39.63 FEET; THENCE N 76°33'38"E 167.53 FEET; THENCE S 44°39'52"E 60.66 FEET; THENCE S 63°06'52"E 188.43 FEET; THENCE S 54°17'20"E 160.75 FEET; THENCE S 32°29'04"E 66.13 FEET; THENCE S 82°22'29"E 93.89 FEET; THENCE S 27°57'11"E 135.86 FEET; THENCE S 47°47'48"E 265.50 FEET; THENCE S 70°17'07"E 106.25 FEET; THENCE S 48°37'13"E 48.94 FEET; THENCE N 82°29'04"E 104.38 FEET TO THE NE CORNER OF SAID SECTION 25 AND POINT OF BEGINNING.

CONTAINING 180 ACRES MORE OR LESS

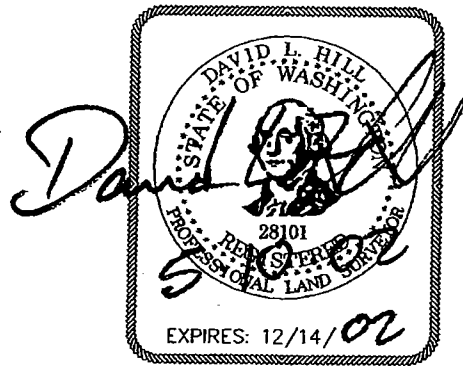
SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON

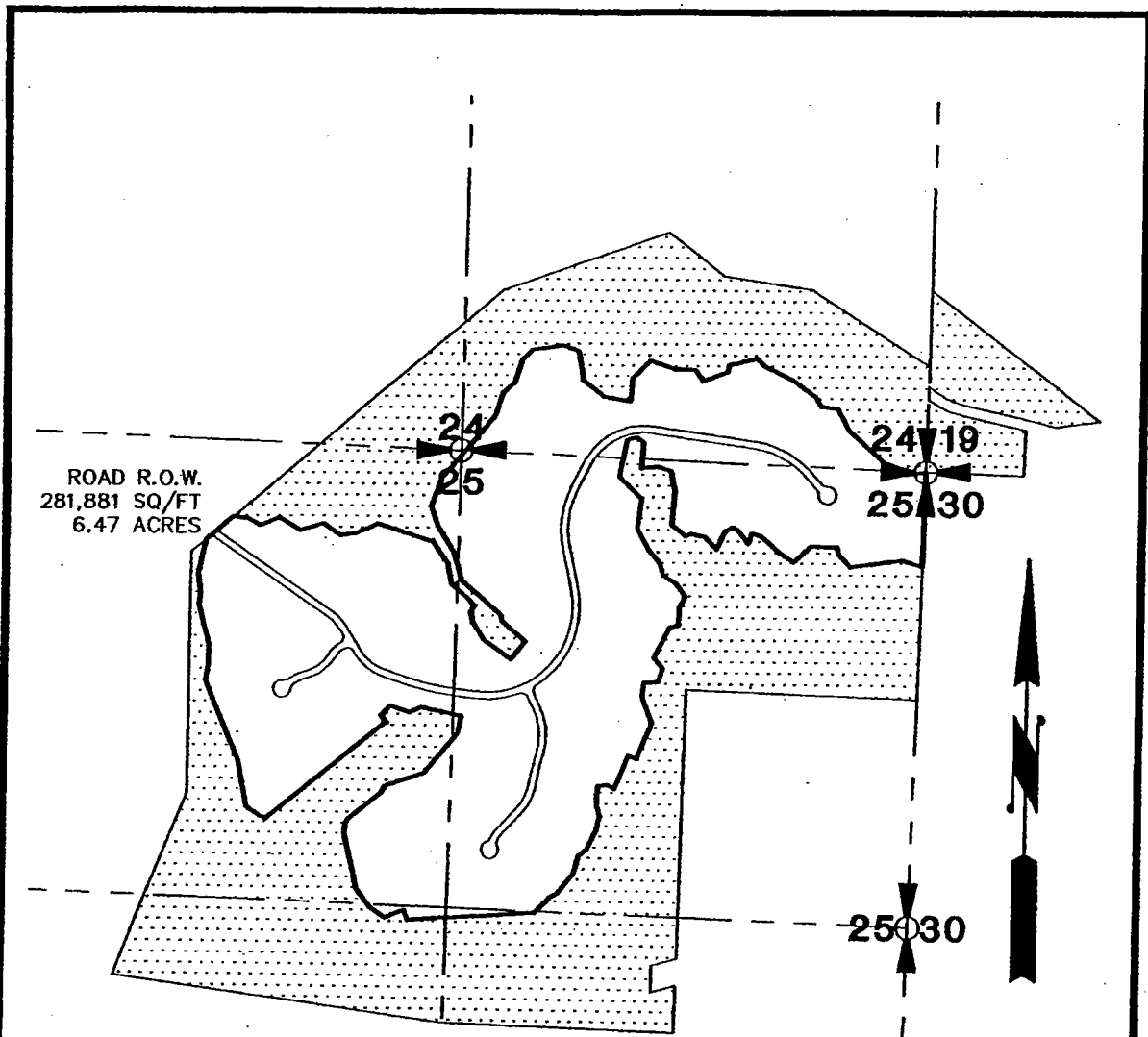


CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108

JOB NO. 22023 / REVISED 05-10-02





GRAPHIC SCALE

0 500 1000



(IN FEET)
1 inch = 1000 ft.



CONSERVATION AREA (180 ACRES)

**SE RURAL CONSERVATION AREA
REVISED EXHIBIT B
PORTION OF SEC. 24 & 25, T. 24 N, R. 6 E, W.M.**



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DWN. BY	DATE	JOB NO.
DVR	05-10-02	22023
CHKD. BY	SCALE	SHEET
DLH	1" = 1000'	4 OF 4

EXHIBIT C of Attachment 4 of Technical Appendix

Parcel E	242406-9026-09
BLA Parcel L	252406-9014-02
BLA Parcel S	252406-9077-06
BLA Parcel K	252406-9078-05
BLA Parcel F	252406-9079-04
BLA Parcel Y	252406-9080-01
BLA Parcel O	252406-9081-00
Parcel A	252406-9082-09
Parcel C	252406-9083-08
Parcel D	252406-9084-07
BLA Parcel G	252406-9086-05
BLA Parcel H	252406-9087-04
BLA Parcel J	252406-9088-03
BLA Parcel N	252406-9090-09
BLA Parcel M	252406-9091-08
BLA Parcel P	252406-9092-07
BLA Parcel Q	252406-9093-06
BLA Parcel R	252406-9094-05
BLA Parcel T	252406-9095-04
BLA Parcel U	252406-9096-03
BLA Parcel V	252406-9097-02
BLA Parcel W	252406-9098-01
BLA Parcel X	252406-9099-00
BLA Parcel Z	252406-9100-07

Filed for Record at Request of:

After recording return to:
K.C. Property Services Division
500A King County Admin. Bldg.
Seattle, WA 98104

ATTACHMENT 5 to TECHNICAL APPENDIX

WESTERN ACCESS EASEMENT
[SE RURAL ACCESS]

Grantor(s):	King County, Washington
Grantee(s):	City of Issaquah; Grand Ridge Partnership (Limited Partnership); utility purveyors
Abbreviated Legal Description:	Portion of SW 1/4 of Section 24 and NW quarter of Section 25, Township 24 North, Range 6 East, King County Washington
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	2524069084-9075
Related Documents:	N/A

THIS WESTERN ACCESS EASEMENT is granted effective _____, 2002, by KING COUNTY, a Washington home-rule charter county ("Grantor"), to the CITY OF ISSAQUAH, Washington municipal corporation, to GRAND RIDGE PARTNERSHIP (LIMITED PARTNERSHIP), a Washington limited partnership, and to utility purveyors (collectively "Grantee").

1. **Access and Utility Easement; Benefited Property.** Grantor hereby grants and establishes for the benefit of Grantee and its contractors, agents, successors and assigns a perpetual access and utility easement over 40'-wide roadway and utility right-of-way, and an adjoining detention facility to serve the roadway, that crosses over the portion of Grantor's property legally described and shown in the attached Exhibit A (collectively "Easement"). Grantor also grants and establishes a temporary construction easement 20'-wide and parallel

to each side of the Easement to be used during installation and construction of the roadway and other facilities. The Easement is for the benefit of the owners of the Rural Residential Area within the SE Rural Parcel as legally described and shown in the attached Exhibit B ("Benefited Property"). The development of the Rural Residential Area is governed by the Grand Ridge Joint Agreement dated June 10, 1996, a memorandum of which is recorded under King County Recording No. 9606180756 ("Joint Agreement").

Grantee shall have the right within the Easement to install, construct, operate, repair, maintain, regulate and replace a roadway with up to a 22'-wide paving surface consistent with the Rural Road Standards in Appendix N to the Grand Ridge Joint Agreement along with associated detention and drainage facilities to serve the roadway, planting strips, sidewalks, paths, trails, signage, and other related roadway improvements, together with the right to enter the Easement at all times for such purposes. Further, Grantee shall have the right to install, construct, operate, repair, maintain and replace underground pipes, conduits, cables, wires and necessary facilities and other equipment for the purpose of water, sewer, storm drainage, electric, telephone, gas, telecommunications and data transmission and other utility service, together with the right to enter the Easement at all times for such purposes. In addition to each Grantee named above, the Easement for utilities is for the benefit of Puget Sound Energy, Qwest Communications, Summit Communication, Inc. and their respective contractors, agents, successors and assigns.

2. **Terms and Conditions.** Grantee agrees to the terms and conditions set forth in Exhibit C, which by this reference is made part of this Easement.

3. **Successors and Assigns.** The benefits and burdens of this Easement shall be binding upon and inure to the benefit of the successors, heirs and assigns of each Grantee and Grantor and the owners of the Benefited Property. The roadway will be owned and maintained privately by some or all of the owners of the Benefited Property (or an association of owners of the Benefited Property if one exists), unless King County, the City of Issaquah and the owners of the Benefited Property mutually agree to public ownership and maintenance.

IN WITNESS WHEREOF this Easement was executed effective on the date of the last signature below.

GRANTOR:
KING COUNTY, a Washington home rule charter county

By _____
Title: _____

Dated: _____

- Exhibit A Legal Description and Map of Western Access Easement
- Exhibit B Legal Description and Map of Benefited Property (Rural Residential Area)
- Exhibit C Easement Terms and Conditions

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this ____ day of _____, 2002, before me, a Notary Public in and for the State of Washington, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that s/he was authorized to execute the instrument, and acknowledged it as the _____ of KING COUNTY, a Washington home rule charter county to be the free and voluntary act and deed of said county for the uses and purposes mentioned in the instrument.

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

 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My appointment expires _____
 Print Name _____

14428

EXHIBIT A OF ATTACHMENT 5 of Technical Appendix

40' wide Western Access Road Right of Way

That portion of the southwest quarter of Section 24 and the northwest quarter of Section 25, Township 24 North, Range 6 East, Willamette Meridian, being a strip of land 40 feet in width having 20 feet on each side of the following described centerline;

Commencing at the northwest corner of said Section 25; thence S 87°44'49" E along the common line between said Sections 24 & 25 a distance of 717.06 feet; thence N 35°56'45" W 130.30 feet more or less to the northwesterly line of the "County Open Space within UGA-Area 4", (also known as Urban Separator) as recorded in instrument under King County Recording No. 9612030694 and the POINT OF BEGINNING of this described centerline; thence S 35°56'45" E 130.30 feet more or less to said subdivision line; thence continuing S 35°56'45" E 330.17 feet to a point of curve; thence southeasterly along said curve to the left having a radius of 500.00 feet through a central angle of 19°08'49" an arc length of 167.09 feet; thence S 55°05'34" E 124.67 feet to a point hereafter know as "Point A"; thence continuing S 55°05'34" E 177.42 feet more or less to the northwesterly boundary line of the 330 acre Southeast Rural Parcel as described in instrument under King County Recording No. 9612030695 and the terminus of this described centerline.

Containing 0.85 acres more or less.

Together with a temporary construction easement being 80 feet in width and centered on the above described centerline. Said temporary construction easement to expire with the completion of construction for the Western Access road and Pond No. 1

Pond Tract adjoining western access road right of way

Beginning at aforementioned "Point A"; thence S 34°54'26" W 20.00 feet to the POINT OF BEGINNING; thence continuing S 34°54'26" W 115.12 feet; thence N 54°45'06" W 135.28 feet; thence S 74°30'44" W 100.50 feet; thence S 45°00'00" E 41.18 feet; thence S 45°00'00" W 24.00 feet; thence N 45°00'00" W 107.72 feet; thence N 45°00'00" E 24.00 feet; thence S 45°00'00" E 48.16 feet; thence N 74°30'44" E 96.48 feet; thence N 54°45'06" W 1.79 feet; thence N 02°53'29" E 109.07 feet; thence N 16°18'37" E 33.46 feet more or less to a point on the southwesterly margin of the above described 40' wide strip of land, said point being a point on a curve, the center which bears N 46°10'10" E 520.00 feet; thence southeasterly along said curve to the left, through a central angle of 11°15'44" an arc length of 102.21 feet; thence S 55°05'34" E 124.67 feet more or less to the POINT OF BEGINNING.

Containing 0.61 acres more or less.

Situate in the County of King and State of Washington



CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108

CEI JOB NO. 22023

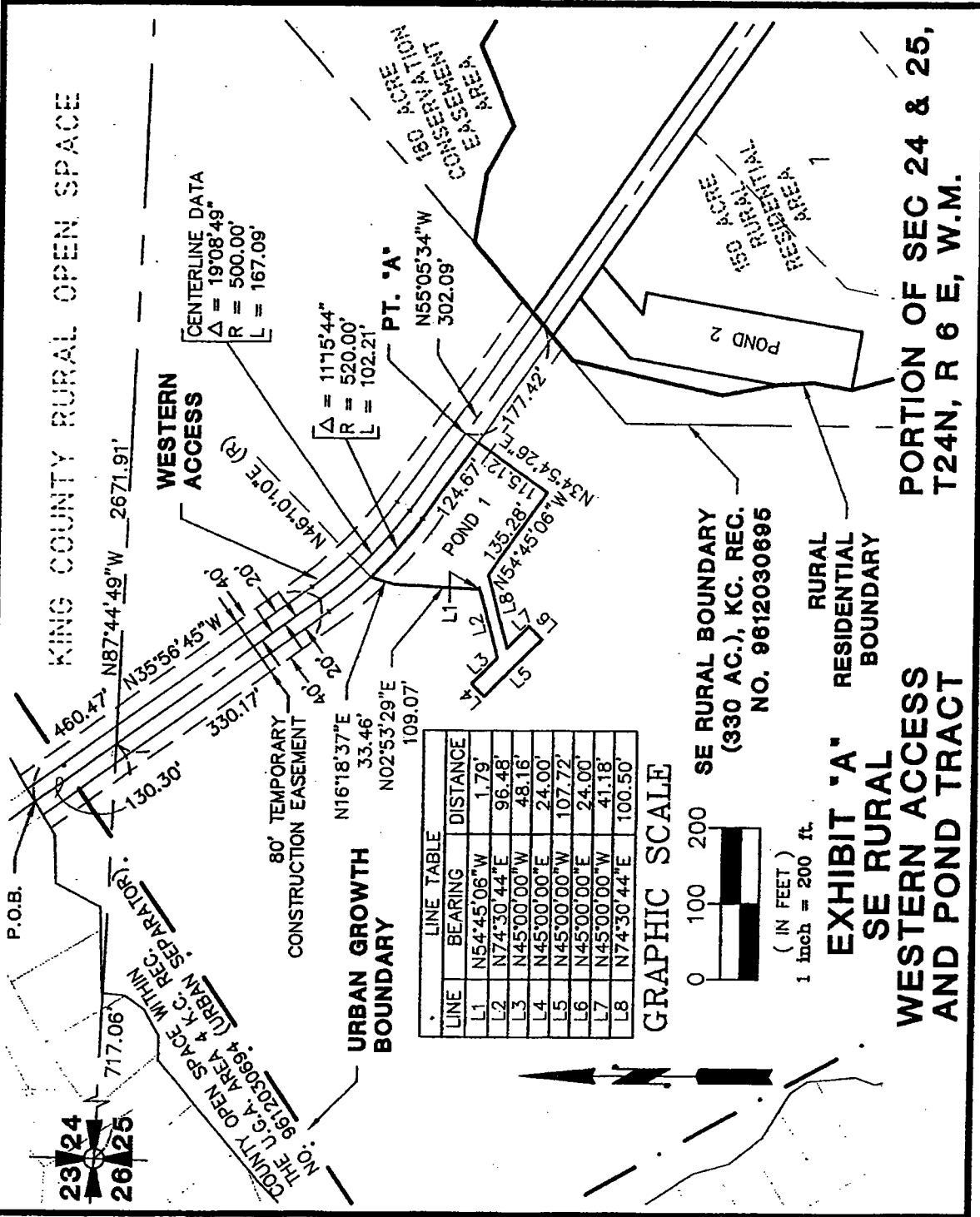
DATE: 05-10-02



JOB NO. 22023	DATE 05-10-02	CHKD. BY SCALE 1" = 200'	SHEET 2 OF 2 455 Rainier Boulevard North Issaquah, Washington 98027 (425) 392-8055 FAX (425) 392-0108
DWN. BY DVR	DATE 05-10-02	CHKD. BY	

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CONCEPT ENGINEERING, INC. SVO23EX02.DWG



LINE	BEARING	DISTANCE
L1	N54°45'06"W	1.79'
L2	N74°30'44"E	96.48'
L3	N45°00'00"W	48.16'
L4	N45°00'00"E	24.00'
L5	N45°00'00"W	107.72'
L6	N45°00'00"E	24.00'
L7	N45°00'00"W	41.18'
L8	N74°30'44"E	100.50'

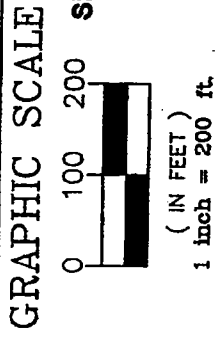


EXHIBIT 'A'
SE RURAL
WESTERN ACCESS
AND POND TRACT

RURAL RESIDENTIAL BOUNDARY

SE RURAL BOUNDARY (330 AC.), KC. REC. NO. 9612030695

PORTION OF SEC 24 & 25,
T24N, R 6 E, W.M.

23/24
26/25

P.O.B.

NO. 9612030694 (URBAN SEPARATOR) 717.06'

KING COUNTY RURAL OPEN SPACE WITHIN U.S.G.A. AREA & K.C. REC. NO. 9612030694

14428

14428

EXHIBIT B - BENEFITTED PROPERTY of ATTACHMENT 5 to
RURAL RESIDENTIAL AREA Technical Appendix
[150 ACRES ±]

THAT PORTION OF SECTIONS 24 & 25, TOWNSHIP 24 N., RANGE 6 E., W.M., KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF
SURVEY RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237 THROUGH 237H, RECORDS
OF SAID COUNTY;

THENCE S 01°27'18" W 534.96 FEET; THENCE N 72°56'06" W 114.15 FEET; THENCE S 82°12'12" W
296.03 FEET; THENCE N 44°36'40" W 101.54 FEET; THENCE N 13°49'03" W 42.40 FEET; THENCE
S 82°46'47" W 16.63 FEET; THENCE N 87°11'52" W 127.30 FEET; THENCE S 47°38'57" W 139.68
FEET; THENCE N 56°28'52" W 98.72 FEET; THENCE N 50°03'12" W 142.58 FEET; THENCE
N 70°51'00" W 55.55 FEET; THENCE S 19°45'09" W 65.96 FEET; THENCE N 37°11'20" W 96.11
FEET; THENCE N 61°09'53" W 36.60 FEET; THENCE S 64°50'43" W 50.63 FEET; THENCE
S 25°07'05" W 113.54 FEET; THENCE N 46°25'03" W 99.20 FEET; THENCE N 77°06'14" W 79.15
FEET; THENCE S 70°24'27" W 37.44 FEET; THENCE N 52°09'33" W 100.53 FEET; THENCE
N 04°00'24"E 198.35 FEET; THENCE N 11°44'20" W 113.90 FEET; THENCE N 73°50'00" W 83.15
FEET; THENCE S 83°56'59" W 92.57 FEET; THENCE N 04°37'13" E 143.68 FEET; THENCE
N 52°04'51" W 52.55 FEET; THENCE S 71°22'51" W 59.18 FEET; THENCE S 12°35'01" W 209.81
FEET; THENCE S 46°52'45"E 185.43 FEET; THENCE S 08°39'06" W 170.14 FEET; THENCE
S 29°15'43"E 136.21 FEET; THENCE S 40°24'58"E 103.26 FEET; THENCE S 16°51'13"E 69.41 FEET;
THENCE S 58°18'07"E 88.14 FEET; THENCE S 36°26'04"E 98.72 FEET; THENCE S 30°31'38" W
68.20 FEET; THENCE S 02°10'01" W 105.48 FEET; THENCE S 78°27'18" W 46.27 FEET; THENCE
S 29°20'02" W 198.37 FEET; THENCE S 41°45'21"E 81.60 FEET; THENCE S 16°55'27" W 76.84 FEET;
THENCE S 85°13'41" W 85.24 FEET; THENCE S 07°11'00" W 82.81 FEET; THENCE S 21°30'36"E
160.94 FEET; THENCE S 23°05'38" W 220.00 FEET; THENCE N 70°30'16" W 50.10 FEET; THENCE
S 23°05'39" W 204.96 FEET; THENCE N 61°09'15" W 46.58 FEET; THENCE S 79°11'39" W 55.40
FEET; THENCE S 04°21'45" W 105.60 FEET; THENCE S 18°26'31"E 68.43 FEET; THENCE
S 12°50'03" W 86.21 FEET; THENCE S 26°01'51" W 117.63 FEET; THENCE S 48°22'43" W 60.14
FEET; THENCE S 16°17'55" W 105.63 FEET; THENCE S 38°07'27" W 146.19 FEET; THENCE
S 61°47'35" W 38.74 FEET; THENCE S 44°50'17" W 132.31 FEET; THENCE S 86°11'15" W 722.96
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FEET; THENCE N 04°12'11"E 43.70 FEET; THENCE N 22°02'22"E 43.56 FEET; THENCE
N 50°50'36"E 245.13 FEET; THENCE N 30°08'48"E 45.95 FEET; THENCE N 71°05'32"E 235.65 FEET;
THENCE N 38°58'04"E 292.09 FEET; THENCE N 09°43'41"E 100.63 FEET; THENCE N 77°57'52" W
227.72 FEET; THENCE S 68°12'25" W 77.83 FEET; THENCE N 71°59'22" W 110.36 FEET; THENCE
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14428

EXHIBIT B, (contd.) to ATTACHMENT 5 of Technical Appendix

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CONTAINING 150 ACRES MORE OR LESS

SITUATE IN THE COUNTY OF KING AND STATE OF WASHINGTON

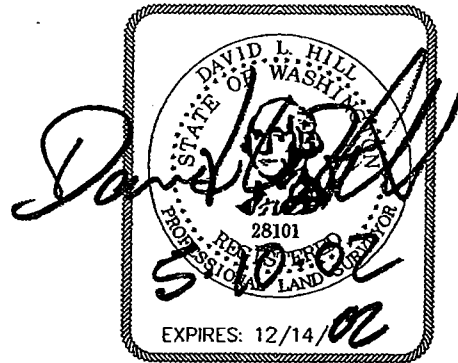
JOB NO. 22023

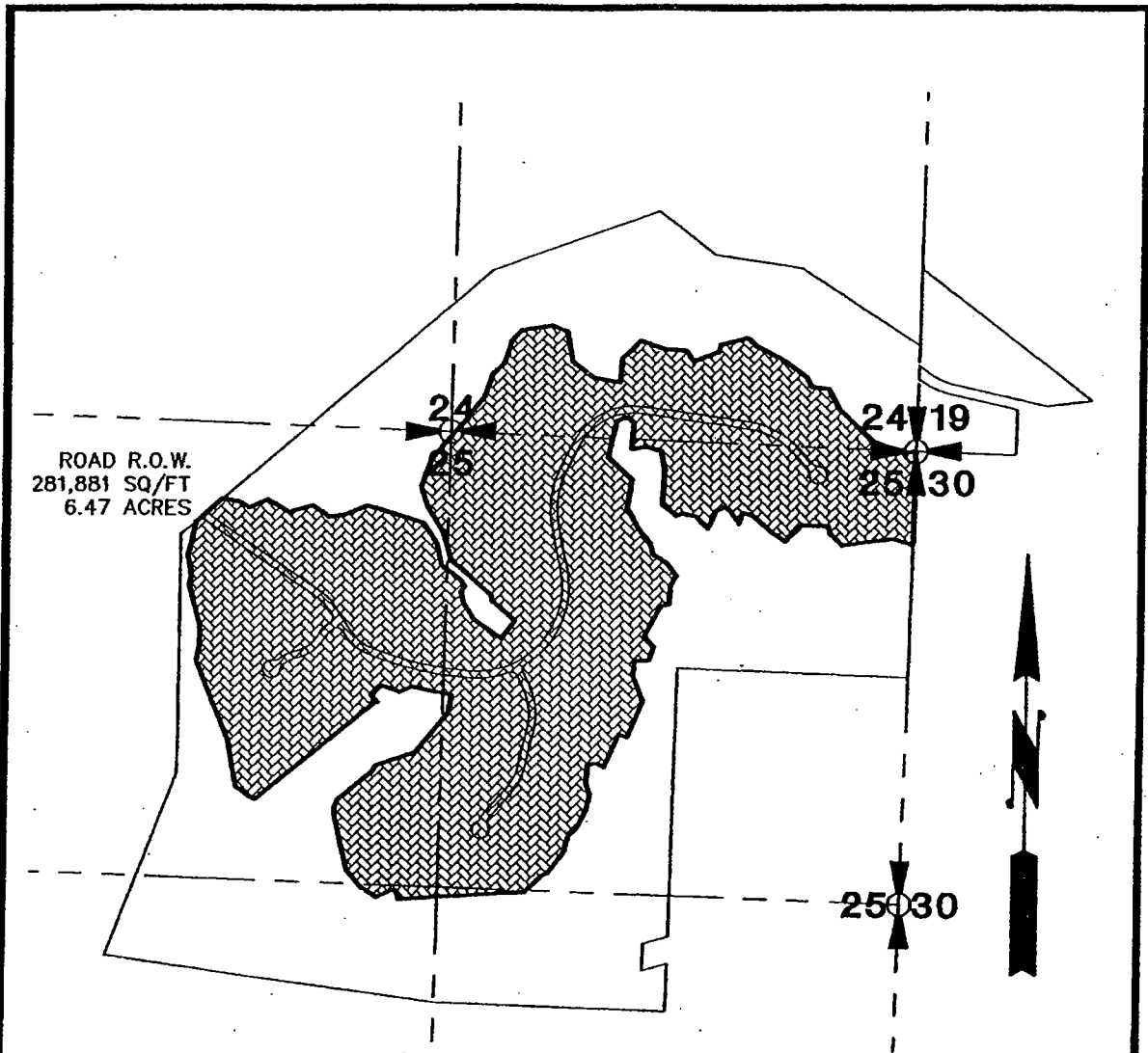
REVISED 02-19-02



CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108





RURAL RESIDENTIAL AREA (150 ACRES)

**SE RURAL RESIDENTIAL AREA
REVISED EXHIBIT A-2
PORTION OF SEC. 24 & 25, T. 24 N, R. 6 E, W.M.**


 <p>CONCEPT ENGINEERING, INC. 455 Rainier Boulevard North Issaquah, Washington 98027 (425) 392-8055 FAX (425) 392-0108</p> <p>Copyright © 1999 Concept Engineering, Inc. All rights reserved.</p>	DWN. BY	DATE	JOB NO.
	DVR	05-10-02	22023
CHKD. BY	SCALE	SHEET	
DLH	1" = 1000'	3 OF 3	

EXHIBIT C of ATTACHMENT 5 of Technical Appendix

Terms and conditions applicable to the easement granted by King County:

1. RESTORATION AFTER INSTALLATION. After any construction by the Grantee under this easement, Grantee will return the Grantor's property located outside the easement area to its original condition, or to a condition reasonably satisfactory to the Grantor by repairing any damage done to Grantor's property including but not limited to property damage to slopes, shrubbery, landscaping, fencing, roadway, or structures.
2. EMERGENCY SITUATIONS. In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.
3. ASSESSMENTS. Grantor and its property shall not be subjected to any charge, assessment, or expense resulting from Grantee's use of this easement excepting those agreed upon.
4. INDEMNITY AND HOLD HARMLESS. Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by or arises out of Grantee's exercise of rights and privileges granted by this easement. Grantee's obligations under this section shall include:
 - (a) The duty to promptly accept tender of defense and provide defense to the King County at the Grantee's own expense.
 - (b) Indemnification of claims made by the Grantee's own employees or agents.

In the event it is necessary for the King County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this easement agreement, Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify, and hold harmless the King County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties, provided, such waiver is solely for the purposes of this indemnity and nothing

wherein shall be construed to beneficiary person or entity other than the King County, provided that such waiver's is solely for the purposes for this indemnity and nothing herein shall be construed to beneficiary person or entity other than the King County.

5. TERMINATION AND ABANDONMENT. In the event that Grantee permanently abandons or discontinues the use of the easement for the purposes expressed in this document, the Grantee's easement will terminate. Upon termination, Grantee will surrender possession of the easement premises to Grantor, and title to the easement premises will remain in Grantor, its successors or assigns, free of any and all claims of the Grantee.

In the event that Grantee's easement is terminated, Grantee upon Grantor's request will remove, at its sole expense, all facilities placed on the easement property by the Grantee, and will restore the property to the condition that existed before the installation of facilities, or to a condition that is reasonably satisfactory to the Grantor.

If the Grantee has not completed removal and restoration within ninety (90) days after termination and notice by Grantor to remove, Grantor may do all work necessary to remove facilities of Grantee and restore the easement property and charge Grantee with the costs thereof.

6. ASSIGNMENT. The Grantee may not assign this easement or any rights acquired under it without the prior written consent of the Grantor, which will not be unreasonably withheld.

7. HIRING AND EMPLOYMENT. In all hiring or employment made possible or resulting from this agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, religion, ancestry, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: Employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the ground of sex, sexual orientation, race, color, religion, ancestry, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

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EXHIBIT C, cont., of ATTACHMENT 5 of
Technical Appendix

8. OTHER APPLICABLE LAWS. Grantee will comply with all federal, state, and local laws, and will assume all cost, expense, and responsibility in connection with compliance, without any liability on the part of the Grantor.

**TECHNICAL APPENDIX TO
SECOND AMENDMENT TO THREE-PARTY AGREEMENT**

- ATTACHMENT 1: First Amendment to County Conservation Easement, with legal description and map of additional 40-acre County Open Space.
- ATTACHMENT 2: Second Amendment to City Conservation Easement.
- ATTACHMENT 3: Div-34 Declaration of Public Right-of-Way, with legal description and map.
- ATTACHMENT 4: Revised legal descriptions and map for the (a) 180-acre Conservation Easement and (b) 150-acre Rural Residential Area comprising the Southeast Rural Parcel, and the First Amendment to 180-Acre Conservation Easement.
- ATTACHMENT 5: Form of Western Access Easement, with legal description and map.