

**Intergovernmental Land Transfer Agreement Between
King County and the City of Maple Valley**

Relating to the Ownership, Operation and Maintenance of Lake Wilderness Park

This Agreement is made and entered into this day by and between the City of Maple Valley, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS the City's goal is to provide opportunity for public recreation, aesthetic enjoyment, resource education and community gathering; and

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

WHEREAS the County, under the authority of RCW 36.89.050, King County Resolution 34571 and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

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

WHEREAS the County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels; and

WHEREAS the City has projected adequate financial future resources and is willing to commit such to protect and enhance the Lake Wilderness Park as a continuing asset; and

WHEREAS the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS the City desires to maintain the existing uses of Lake Wilderness Park; and

WHEREAS, given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the facility is approximately equal to the value of the property to the County; and

WHEREAS, to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency, and

WHEREAS the County's emergency response plan calls for use of the Property in an emergency for sheltering, staging and debris management, and the Property is an important part of the County's emergency response plan in the Maple Valley area; and

WHEREAS the parties agree that it is in the interest of public safety and health for the Property to continue to be used as contemplated by the County's emergency response plan after transfer of title of the property to the City; and

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

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Conveyance of Title

1.1. Within thirty (30) days of execution of this Agreement, but no earlier than January 1, 2003, King County shall convey to the City by bargain and sale deed, subject to those encumbrances identified on Exhibit C, all its ownership interest, and/or, when possible, by assignment, any leasehold interest, shared use responsibility, water rights, well designations or water use permits, in the following listed park/recreation site(s), which, subject to correction, are described more fully in Exhibits A and B (the "Property"):

Lake Wilderness Park

1.2 The City has reviewed Project Agreement for Project No. 66-026A between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC") for funding for the Property, and agrees that it shall execute an amendment to the Project Agreement that substitutes the City for the County as the "Contractor" or "Contracting Party" in the Project Agreement so that the City shall become the "Project Sponsor." The City shall execute this amendment within fifteen (15) days of execution of this Agreement.

1.3 All deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

"The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that the Property will continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore."

"The City acknowledges that Assessor Parcels 212069033, 212069041, 2122069040, and 2122069031 were purchased for open space purposes with funds from Open Space Bonds authorized in 1989 by King County Ordinance 9071 and covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 9071, including that the City covenants that the Property will continue to be used for the purposes contemplated by Ordinance 9071, which prohibits both active recreation and motorized recreation such as off-road recreational vehicles but allows passive recreation, that the Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by Ordinance 9071, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore."

"The City further covenants, with regard to all portions of the Property except for Assessor Parcels 212069033, 212069041, 2122069040, and 2122069031, that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

"The City further covenants that with regard to those portions of the Property consisting of Assessor Parcels 212069033, 212069041, 2122069040, and 2122069031, it will not limit or restrict access to and use of those portions of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that any and all user fees charged for those portions of the Property, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City."

"The City acknowledges that there are outstanding bonds that were used to finance the Property and covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation. If the City intends to take an action that could affect the tax exempt

status of any outstanding bonds, such as transferring the property, limiting the public use of the Property, or causing the Property to be privately managed, the City may request in writing that the County concur that such action will not affect the tax exempt status of any outstanding bonds. Such request must contain sufficient information regarding the intended use of the Property for the County and its bond counsel to fully evaluate the proposal. If the County concurs, the County may not subsequently assert that such action violates this covenant. In determining whether a requested action will or will not affect the tax exempt status of any outstanding bonds, the County agrees to use good faith, to not unreasonably withhold concurrence, and to make its determination or to ask for additional information within 45 days of a written request to do so by the City. If the County fails to respond to the City's request or ask for additional information within the 45 day period, the County may not subsequently assert that such action violates this covenant. If the County asks for additional information within the 45 day period, the County will have an additional 30 days from the receipt of the additional information to make its determination or the County may not subsequently assert that said action violates this covenant."

"The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

- 1.4 In conveying Lake Wilderness Park by deed, the County shall not convey those parcels on which the Maple Valley Lake Wilderness Trail is located, which is a portion of the King County Green River to Cedar River Regional Trail. The City and County agree to cooperate for the purposes of developing and maintaining the trail system in the Park, enhancing the Trail system, increasing safety and improving access or connection of the Regional Trail to the City's trail system. The City and County agree to confer and cooperate, to the extent possible, preserving each jurisdiction's interest in the development of the Trail system throughout the Park.
- 1.5 In Conveying the Property by Deed, the County shall reserve easement(s) for all County-owned utilities currently located within the property. The County will notify the City of the easements it intends to reserve under this provision prior to the conveyance called for by paragraph 1.1 of this Agreement.
- 1.6 The Property shall be conveyed subject to all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance, which encumbrances will be identified in the deed. The final identification of these encumbrances, along with the final verification of the legal description of the Property, is dependent on receipt of a preliminary commitment for title insurance for the Property, and will occur prior to the conveyance called for by paragraph 1.1 of this Agreement.
- 1.7 In conveying the Property by deed, the County shall reserve the exclusive right to use until January 1, 2005, the Lake Wilderness District Maintenance Facility Office and Shop and the non-exclusive use of the associated parking lot and grounds as shown in Exhibit D. The County shall not pay any rent for such use. During the County's period of use the

County shall be responsible for the operation, maintenance and repair of these facilities. The City and the County may agree in writing to extend the use of the facility beyond January 1, 2005.

This reservation does not include the existing caretaker house, which shall be vacated by County effort, on or before January 10, 2003.

As consideration for the County's use of the maintenance facility until January 1, 2005, along with the other promises and consideration contained herein, the County agrees to undertake certain activities on behalf of the city and to transfer certain equipment and supplies, as described in Exhibit E. These equipment and supplies are integral to the operation and maintenance of the park. The County will leave such equipment and supplies on site. The City takes all equipment and supplies AS IS and WHERE IS and agrees that the County holds no future responsibility with regard to the equipment and supplies or any occurrence related to or resulting from use of the equipment and supplies.

- 1.8 The City shall provide the County or its designee access to and use of the Property without charge during an emergency or disaster as defined by RCW 38.52, or proclaimed by the King County Executive or the City Mayor. Such access and use is authorized to be carried out consistent with the County's emergency response plan. Such access and use shall be for the purposes of sheltering or functioning as an operational and logistic staging area (including but not limited to emergency helicopter landing zones and temporary debris management sites).

The City shall provide King County with adequate area at the Property for storage and maintenance of emergency shelter supplies in containers. Use of the Property for this purpose shall be without charge and the exact location, placement and timing of placement shall be coordinated with the City.

After such emergency use, King County shall work with the City to ensure clean up and restoration of the Property to a condition suitable for parks use and acceptable to the City. The Property shall be restored in a timely fashion upon a return to normalcy following the County's use of the Property.

2. Existing Restrictions, Agreements, Contracts or Permits

- 2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

3. Protection of Landmark Designation and Art

- 3.1 Within thirty (30) days of execution of this Agreement, the City shall adopt the November 6, 1997 designation of the Lake Wilderness Lodge, which designation is on file with the King County Records and Elections Divisions under recording number 971106-0943.

- 3.2 Until such time as the City adopts its own Landmark Preservation Ordinance, the City agrees that the King County Landmarks and Heritage Commission or its successor shall retain the authority to review, approve and condition proposed alterations to or demolition of any designated significant features of the Lake Wilderness Lodge consistent with the provisions of K.C.C. 20.62 as currently adopted or hereafter amended.
- 3.3 The King County untitled bronze artwork by Rob Blacker located in Lake Wilderness Park above shall remain on site, and shall remain the sole property of King County. This Intergovernmental Agreement shall not be construed as conveying ownership of such artwork to the City. The City and the County hereby agree at a later date to negotiate a separate long-term agreement for any such artwork, which fully protects and preserves the artwork, respects the legal rights of the artist(s) and assures continuity of care for and continued public access to these assets. Prior to the execution of such future agreement, the City shall consult with the County prior to undertaking any activity which may impact access to and/or affect any such artwork.

4. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

- 4.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property.
- 4.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.
- 4.3 The City acknowledges and agrees that except as indicated in paragraph 5.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

5. Environmental Liability

- 5.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 5.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes

that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.

- 5.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 30 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation. The parties acknowledge that if hazardous materials on the Property pose an imminent threat to human health or the environment emergency response may be required before the parties can agree on the responsibility for remediation.
- 5.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

6. Indemnification and Hold Harmless

- 6.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- 6.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 6.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- 6.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages, for which it will seek indemnification from the other, that arise or are brought against that Party relating to or pertaining to the Property.
- 6.5 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

7. Audits and Inspections

- 7.1 Until December 31, 2008, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

8. Waiver and Amendments

- 8.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

9. Entire Agreement and Modifications

- 9.1 This Intergovernmental Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by

addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

10. Duration and Authority

10.1 This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

11. Notice

11.1 Any notice provided for herein shall be sent to the respective parties at:

King County
Ron Sims
King County Executive
516 Third Avenue, Suite 400
Seattle, WA 98104

City
John Starbard, City Manager
City of Maple Valley
22035 SE Wax Road, Suite 5
P.O. Box 320
Maple Valley, WA 98038

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of _____

King County Executive

City Manager

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

14548

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the State of Washington, residing

at _____ City and State

My appointment expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the State of Washington, residing

at _____ City and State

My appointment expires _____

14548

2002 581

EXHIBIT A

King County Parks Transferring to the City of Maple Valley

Name of park

Amenities/facilities

Name of park	Amenities/facilities
Lake Wilderness Park and Conference Center	All structures and built facilities Ball Fields Picnic Shelters Maintenance Facilities Caretaker House Arboretum Equipment and Supplies identified in Exhibit E

14548

2002 581

EXHIBIT B
Legal Descriptions

LAKE WILDERNESS PARK

PARCEL A (Tax Account No. 412700-0135 & 412700-0330)

Beginning at the corner common to Sections 21, 22, 27 and 28, Township 22 North, Range 6 East, W.M.; thence South 19°53'30" East 130 feet; thence North 70°06'30" East 85 feet; thence South 6°40' West 95 feet; thence in a westerly direction, along the arc of a curve to the left having a radius of 140 feet, the radius of which bears South 6°40' West, a distance of 44.66 feet to the True Point of Beginning of the tract herein described; thence continuing along the arc of said curve, a distance of 20.25 feet to the point of tangency; thence South 70°06'30" West 312.93 feet; thence South 9°26' East 19.16 feet to point of curve; thence along the arc of a curve to the left having a radius of 158.87 feet, a distance of 117.03 feet to point of tangency; thence South 55°38'57" East 53.52 feet; thence North 72°27'30" East 132.71 feet; thence South 83°53'30" East 95.42 feet; thence North 15°00' West 92.54 feet; thence North 86°40' East 54.505 feet to a point from which the True Point of Beginning bears North 19°53'30" West; thence North 19°53'30" West 151.75 feet, more or less, to the True Point of Beginning; (Being known as the Westerly half of Lot 26, and all of Lots 27, 28, 29 and 30, Block 1, and Lots 1, 2, 3, and 4, Block 8, of Lake Wilderness Shore Acres, according to the unrecorded plat thereof); situate in the City of Maple Valley, King County, Washington.

PARCEL B (Tax Account No. 412700-0330)

Beginning at the N.W. corner of the NE ¼ of the NE ¼ of Section 28, Township 22 North, Range 6 East, W.M.; thence North 89°19'17" East along the North line of said subdivision, a distance of 829.28 feet to the True Point of Beginning of the tract herein described; thence continuing North 89°19'17" East 108.62 feet; thence South 23°24' East 115 feet to point of curve; thence along the arc of a curve to the right having a radius of 378.20 feet, a distance of 92.19 feet to point of tangency; thence South 9°26' East 64.84 feet to point of curve; thence along the arc of a curve to the right having a radius of 340.35 feet, a distance of 43.91 feet; thence South 89°54' West 288.44 feet to the Easterly line of County Road; thence North 13°42' West along said Easterly line 8.85 feet; thence North 35°22'30" East 168.56 feet; thence North 0°25'30" East 149.86 feet to the True Point of Beginning; (Being known as Lots 14, 15 and 16, Block 5 of Lake Wilderness Shore Acres, according to the unrecorded plat thereof); situate in the City of Maple Valley, King County, Washington.

PARCEL C (Tax Account No. 412700-0330)

Beginning at the corner common to Sections 21, 22, 27 and 28, Township 22 North, Range 6 East, W.M.; thence South 19°53'30" East 160 feet; thence South 70°06'30" West 20 feet to the True Point of Beginning of the Tract herein

described; thence North 19°53'30" West 372.93 feet; thence North 3°14'30" West 361.34 feet; thence South 89°27' West 589.15 feet to the Easterly line of County Road; thence South 30°44'30" East 12.08 feet to point of curve; thence along the arc of a curve to the left having a radius of 483.16 feet, a distance of 86.65 feet; thence South 41°01' East 275.12 feet to point of curve; thence along the arc of a curve to the right having a radius of 352.67 feet, a distance of 108.44 feet to a point of tangency; thence South 23°24' East 277.05 feet to point of curve; thence along the arc of a curve to the right having a radius of 438.20 feet, a distance of 106.81 feet to point of tangency; thence South 9°26' East 75.33 feet to a point which bears South 70°06'30" West from the point of beginning; thence North 70°06'30" East 298.21 feet to the True Point of Beginning; (Being known as Block 6 of Lake Wilderness Shore Acres, according to the unrecorded plat thereof); EXCEPT portion described as follows: Beginning at the corner common to Sections 21, 22, 27 and 28, Township 22 North, Range 6 East, W.M.; thence south 70°06'30" West 20 feet; thence North 19°53'30" West 212.93 feet; thence North 3°14'30" West 322.34 feet to the True Point of Beginning; thence North 3°14'30" West 39 feet; thence South 89°27' West 589.15 feet to the Easterly line of County Road; thence South 30°44'30" East 12.08 feet to point of curve; thence along the arc of a curve to the left having a radius of 483.16 feet, a distance of 37.92 feet; thence Easterly to the True Point of Beginning; (Being known as a portion of Block 6 of Lake Wilderness Shore Acres, according to the unrecorded plat thereof); situate in the City of Maple Valley, King County, Washington.

PARCEL D (Tax Account No. 412700-0355 & 412700-1080)

That portion of Government Lot 3, Section 21, Township 22 North, Range 6 East, W.M., described as follows: Beginning at the S.E. corner of said Section 21; thence South 70°08'30" West 20 feet; thence North 19°53'30" West 20 feet; thence North 19°53'30" West 212.93 feet; thence North 3°14'30" West 322.34 feet to the True Point of Beginning of this description; thence North 3°14'30" West 39 feet to the South line of the North 100 feet in width of the South one-half of Government Lot 3; thence Easterly along said South line to the shore of Lake Wilderness; thence Northwesterly along said shoreline to the North line of the South one-half of said Government Lot 3; thence Westerly along said North line 800 feet, more or less, to the Easterly line of Lake Wilderness Road; thence Southeasterly along said Easterly line 115.68 feet to the South line of the North 100 feet of the South one-half of said Government Lot 3; thence South 30°44'30" East 12.08 feet to a point of curve; thence Southerly along a curve to the left having a radius of 483.16 feet an arc distance of 37.92 feet to the Southwesterly corner of a tract conveyed to Gaffney's Lake Wilderness, Inc. by Deed recorded under Auditor's File No. 5458535; thence Easterly to the True Point of Beginning; TOGETHER WITH shore lands of the second class adjoining; situate in the City of Maple Valley, King County, Washington.

PARCEL E (Tax Account No. 412700-0201)

That portion of the SE ¼ of the SE ¼ of Section 21, Township 22 North, Range 6 East, W.M., described as follows: Beginning at the S.W. corner of said subdivision; thence North 89°19'17" East 829.28 feet to the True Point of Beginning of the tract herein described; thence North 0°25'30" East 4.40 feet; thence North 18°26'10" West 104.01 feet; thence North 66°36' East 88.77 feet; thence North 23°24' East 162.05 feet; thence South 89°19'17" West 108.62 feet to the True Point of Beginning; (Being known as Lot 17, Block 5, Lake Wilderness Shore Acres, according to the unrecorded plat thereof); TOGETHER WITH that portion of the SE ¼ of the SE ¼ of Section 21, Township 22 North, Range 6 East, W.M., described as follows: Beginning at the S.W. corner of said subdivision; thence North 89°19'17" East 829.28 feet; thence North 0°25'30" East 4.40 feet; thence North 18°26'10" West 104.01 feet to the True Point of Beginning of the tract herein described; thence continuing North 18°26'10" West 256.61 feet; thence South 41°01' East 174.76 feet to a point of curve; thence on a curve to the right having a radius of 292.67 feet, a distance of 89.98 feet; thence South 66°36' West 88.77 feet to the True Point of Beginning; (Being known as Lot 18, Block 5, Lake Washington Shore Acres, according to the unrecorded plat thereof); situate in the City of Maple Valley, King County, Washington.

PARCEL F (Tax Account No. 212206-9185)

That part of the SW ¼ of the NE ¼ of Section 21, Township 22 North, Range 6 East, W.M., in King County, Washington, lying South of the right of way of the Columbia & Puget Sound Railroad Co., EXCEPT the Westerly 370.00 feet; AND EXCEPT the Easterly 100.00 feet thereof; AND EXCEPT County Road (Also known as New Lot "B" as delineated per City of Maple Valley Boundary Line Adjustment No. CD0205-002, Recording No. 20020624900004.)

PARCEL G (Tax Account No. 212206-9028)

All of Government Lot 1, Section 21, Township 22 North, Range 6 East, W.M., in King County, Washington, EXCEPT the right of way of Columbia and Puget Sound Railway and EXCEPT portion in H.L. Pinney road, TOGETHER WITH shore lands of the second class adjoining.

ALSO, Government Lot 2, Section 21, Township 22 North, Range 6 East, W.M., in King County, Washington, TOGETHER WITH shorelands of the second class adjoining, EXCEPT the following described tract: Beginning at a point on the West line of said Government Lot 2, distant South 1°20' West 455.00 feet from the N.W. corner thereof; thence South 89°26'06" East 231.20 feet; thence South 1°20' West 75.00 feet; thence North 34°06'40" East to the Southwesterly line of M.K. Gaffney Road as established by instrument recorded under Auditor's File No. 2997065 (now vacated); thence South 50°40' East along said Southwesterly line to the Northwesterly line of a tract conveyed to M.K. and T.E. Gaffney by

Deed recorded under Auditor's File No. 2194862, records of King County, Washington; thence South 34°06'40" West along said Northwesterly line 715 feet to the most Westerly corner of said Gaffney tract; thence North 61°36'50" West 346 feet, more or less, to the Westerly line of said Government Lot 2; thence North 1°20' East 403 feet to the point of beginning; ALSO EXCEPT that portion thereof conveyed to King County for road by Deed recorded under Auditor's File No. 2997066; AND EXCEPT the West 30 feet of the North 455 feet thereof conveyed to King County for road by Deed recorded under Auditor's file No. 2286692; AND EXCEPT the West 30 feet of that portion of said premises lying South of the North 455 feet of said Government Lot 2, reserved for road AND EXCEPT the East 10 feet of the West 40 feet of that portion thereof lying south of Wilderness Creek conveyed to King County for Lake Wilderness Revision Road.

ALSO, North half of Government Lot 3, Section 21, Township 22 North, Range 6 East, W.M., in King County, Washington, TOGETHER WITH shore lands of the second class adjoining; EXCEPT a strip of land 60 feet in width conveyed to Venice Shore Acres, Inc. by Deed recorded under Auditor's File No. 2850083, described as follows: Beginning at the N.W. corner of the SW ¼ of the SE ¼ of the SE ¼ of said Section 21; thence along the North line of said subdivision North 89°24'38" East 512.95 feet to the True Point of Beginning; thence North 89°24'38" East 69.39 feet to the East margin; thence North 30°44'30" West 175.00 feet to a point of curve; thence on the arc of said curve to the left having a radius of 825.93 feet and through 14°18'20" an arc 206.49 feet to a point of tangent; thence North 45°03'40" West 382.43 feet to a point of curve; thence on the arc of said curve to the right having a radius of 215.04 feet and through 16°42'50" of arc 60.18 feet to the North line of the SE ¼ of the SE ¼ of said Section 21; thence along said line South 89°30'00" West 56.86 feet to the N.W. corner of the above described subdivision; thence South 0°39'22" East 24.86 feet to an intersection with a curve; thence on the arc of said curve to the left having a radius of 275.04 feet and through 17°24'18" of arc 83.55 feet to a point of tangent; thence South 45°03'40" East 382.43 feet to a point of curve; thence on the arc of said curve to the right having a radius of 765.93 feet through 14°19'20" of arc 191.49 feet; thence South 30°44'20" East 140.15 feet to the True Point of Beginning; AND EXCEPT portion thereof conveyed to King County for Lake Wilderness Revision Road by Deeds recorded under Auditor's File Nos. 2997067 and 2997068. (Also known as New Lot "C" as delineated per City of Maple Valley Boundary Line Adjustment No. CD0205-002, Recording No. 20020624900004.)

SUBJECT TO: 1) Soos Creek Water & Sewer District notice of tap or connection charges which have been or will be due in connection with development or re-development of the land, as recorded July 29, 1994, under Recording No. 9407292560; 2) Reservations contained in Deed recorded under Recording No.

120062; 3) Reservations contained in Deed from the State of Washington under Recording No. 2027372, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc. and the right of entry for opening, developing and working the same. Also, right of State of Washington or its successors, subject to payment of compensation therefore, a acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements; 4) Reservations contained in Deed from the State of Washington under Recording No. 2619141, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc. and the right of entry for opening, developing and working the same. Also, right of State of Washington or its successors, subject to payment of compensation therefore, a acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements; 5) Easement and terms and conditions thereof to Puget Sound Power & Light Co. for poleline purposes, as recorded June 11, 1931, under Recording No. 2676166; 6) Easement and terms and conditions thereof to Puget Sound Power & Light Co. for poleline purposes, as recorded June 11, 1931, under Recording No. 2676167; 7) Easement and terms and conditions thereof to Puget Sound Power & Light Co. for poleline purposes, as recorded June 11, 1931, under Recording No. 2676168; 8) Easement and terms and conditions thereof to Puget Sound Power & Light Co. for electric transmission and/or distribution line, as recorded under Recording No. 2678632; 9) Agreement and the terms and conditions thereof for water service, as recorded October 19, 1988, under Recording No. 8810190382; 10) Agreement and the terms and conditions thereof for reimbursement, as recorded April 21, 1994, under Recording No. 9404210650; 11) Agreement and the terms and conditions thereof for reimbursement, as recorded August 18, 1994, under Recording No. 9408181213; 12) Easement and the terms and conditions thereof for waterline, as recorded under Recording No. 876402; 13) Covenants, conditions and restrictions imposed by instrument recorded on July 11, 1913, under Recording No. 876402; 14) Easement and the terms and conditions thereof for wagon road, as recorded under Recording No. 845110; 15) Reservations contained in Deed from the State of Washington, recorded under Recording Nos. 970965, 1030863, 1246700, 2619141 and 2188566. Also, right of State of Washington or its successors, subject to payment of compensation therefore, a acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements; 16) Easement and the terms and conditions thereof to Puget Sound Power & Light Co. for electric transmission and distribution line, as recorded May 25, 1927, under Recording No. 2356103; 17) Easement and the terms and conditions thereof to Puget Sound Power & Light Co. for electric transmission and distribution line, as recorded May 25, 1927, under Recording No. 2363596; 18) Easement and the terms and conditions thereof to Puget Sound Power & Light Co. for electric transmission and distribution line, as recorded June 16, 1927, under Recording No. 2366302; 19) Easement and the terms and conditions thereof to Puget Sound Power & Light Co. for electric transmission and distribution line, as recorded August 7, 1928, under Recording No. 2480586; 20) Covenants, conditions and restrictions imposed by instrument recorded under Recording Nos. 2742241 and 3903271; 21)

Right to make necessary slopes for cuts or fills upon the land herein described as granted to King County by Deed recorded under Recording Nos. 2997067, 2997068, and 2997069; 22) Covenants, conditions and restrictions imposed by instrument recorded under Recording No. 2742241; 23) Easement and the terms and conditions thereof to Pacific Telephone Telegraph Co., for telephone poleline, as recorded May 1, 1933, under Recording No. 2757108; 24) Easement and the terms and conditions thereof for right of way purposes, as recorded under Recording No. 2764286; 25) Easement and the terms and conditions thereof to Puget Sound Power & Light Co. for electric transmission and distribution line, as recorded under Recording No. 3968758; 26) Agreement and the terms and conditions thereof for free right of entry and free right of vehicular parking and boat launching as recorded under Recording No. 4233178; 27) All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by Boundary Line Adjustment No. CD0205-002, recorded under Recording No. 20020624900004; 28) Easement and the terms and conditions thereof to Cedar River Water & Sewer District for water system facilities as recorded October 19, 1988, under Recording No. 8810190381; 29) Easement and the terms and conditions thereof to Soos Creek Water & Sewer District for sanitary sewer lines, as recorded September 13, 1990, under Recording No. 9009130540; 30) Agreement and the terms and conditions thereof for sewer easement agreement, as recorded December 9, 1997, under Recording No. 9712091033; 31) Statement of Encroachment & Acknowledgement of King County Interest Fence, as recorded under Recording No. 8808261078; 32) Declaration of Covenant for private well by King County, as recorded under Recording No. 8209170640; and 33) Easement and the terms and conditions thereof to Puget Sound Power & Light Co. for electric transmission and distribution line, as recorded under Recording No. 8208180571.

PARCEL H (Tax Account No. 222206-9013)

Government Lot 6, Section 22, Township 22 North, Range 6 East, W.M., in King County, Washington, TOGETHER WITH shore lands of the second class adjoining.

PARCEL I (Tax Account No. 212206-9031)

Beginning at the West line of Government Lot 2, Section 21, Township 22 North, Range 6 East, W.M., in King County, Washington; at a point which is South 1°20' West 455 feet from the N.W. corner of said Government Lot; thence continuing South 1°20' West 75 feet; thence South 89°26'06" East 231.2 feet; thence North 1°20' East 75 feet; thence North 89°26'06" West 231.2 feet to the point of beginning; EXCEPT the West 30 feet thereof for County Road; (Being known as Lot 7, Lake Wilderness Acres, according to the unrecorded plat thereof

SUBJECT TO: 1) Easement for pole line over said premises and other lands as granted by instrument recorded under Auditor's File No. 2757108; 2) Covenants,

conditions and restrictions contained in instrument recorded under Auditor's File No. 876402; 3) Covenants, conditions and restrictions contained in instrument recorded under Auditor's File No. 2742241.

PARCEL J (Tax Account No. 212206-9033 & 212206-9041)

Beginning at the N.W. corner of Government Lot 2, Section 21, Township 22 North, Range 6 East, W.M., in King County, Washington; thence South 89°26'06" East 231 feet to an intersection with the Southerly line of the Gaffney Road; thence Southeasterly along said Southerly line 642.34 feet, more or less, to an intersection with the West line of a tract heretofore deeded to M.K. and T.E. Gaffney to the True Point of Beginning; thence Southwesterly along said West line to an intersection of the N.E. corner of the tract heretofore deeded to Albin and Lou Ek; thence along North line of said tract 286 feet, more or less, to an intersection of the S.E. corner of the tract heretofore deeded to Ralph Fife; thence North along the East line of said Tract 75 feet; thence continuing North 1°20' East 75 feet; thence North 34°06'40" East to an intersection with the South line of the Gaffney Road; thence along said South line to the point of beginning.

PARCEL K (Tax Account No. 212206-9040)

Beginning on the West line of Government Lot 2, Section 21, Township 22 North, Range 5 East, W.M., in King County, Washington, at a point which is South 1°20' West 680 feet from the N.W. corner of said Government Lot 2; thence South 89°26'06" East 480 feet, more or less, to an intersection with the West line of a tract heretofore deeded to M.K. and T.E. Gaffney; thence South 34°06'40" West along said West line 386 feet, more or less, to an intersection with the North line of a tract heretofore deeded to C.H. and Annie McKinney; thence along said North line North 61°36'05" West 346 feet, more or less, to an intersection with the West line of Government Lot 2; thence along said West line North 1°20' East 178 feet, more or less, to the point of beginning; EXCEPT the West 30 feet for County Road; (Being Lots 1, 2 and Tract X of Short Plat No. 876073, recorded under Auditor's File No. 7612060748); EXCEPT that portion described as follows: Beginning on the West line of said Government Lot 2 at a point which is South 1°20'00" West a distance of 680.00 feet from the N.W. corner of said Government Lot 2; thence South 89°25'06" East a distance of 30.00 feet to the true point of beginning and the East margin of County Road; thence continuing South 89°26'06" East a distance of 201.19 feet; thence South 1°20'00" West a distance of 107.22 feet; thence North 77°02'24" West a distance of 206.39 feet to the East margin of County Road; thence North 1°20'00" East along said East margin a distance of 63.13 feet to the True Point of Beginning.

SUBJECT TO: 1) An Easement with provisions, conditions and covenants as may be set forth therein for road purposes, as recorded July 11, 1933, under Auditor's File No. 2764286; 2) An Easement with provisions, conditions and

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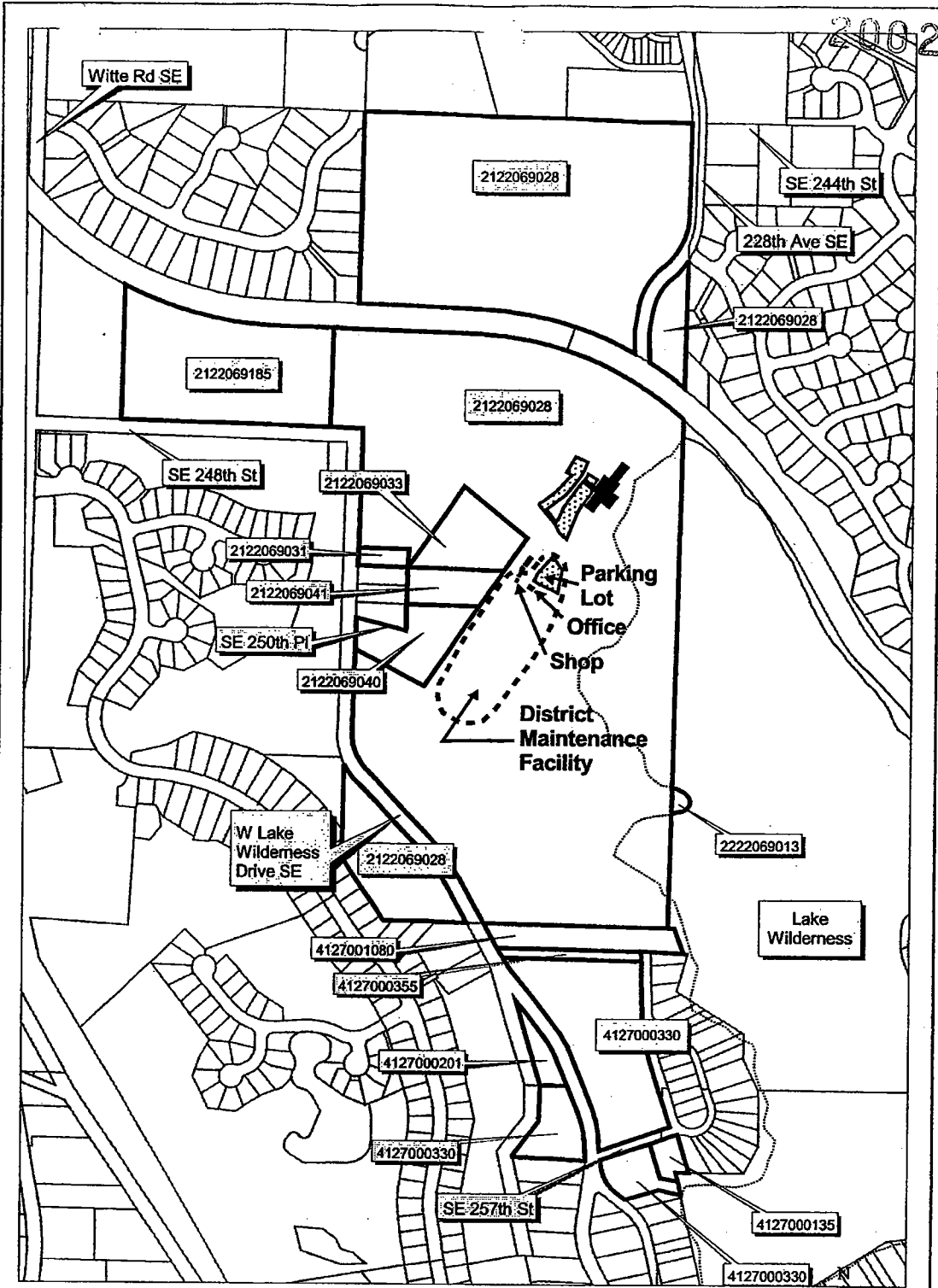
covenants as may be set forth therein for a pole line, as recorded May 1, 1933, under Auditor's File No. 2757108; 3) Covenants, conditions and restrictions contained in instrument recorded December 13, 1937; 4) Covenants, conditions and restrictions contained in said Short Plat recorded December 6, 1976, under Auditor's File No. 7612060748; and 5) Right to make necessary slopes for cuts or fills upon said premises, as recorded under Auditor's File No. 2997065.

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EXHIBIT C
Permitted Exceptions/Title Report

Those general and special exceptions listed on _____ Title Insurance Company Commitment
for Title Insurance No. _____ dated _____.



14548

EXHIBIT D

Lake Wilderness Park



King County

Department of
Natural Resources and Parks
Parks Division



-  Transfer Parcels
-  Buildings
-  Parking Lots
-  Parcels

November 18, 2002

200 0 200 400 Feet



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EXHIBIT E

Equipment and Supplies to be transferred to City of Maple Valley and other consideration related to the transfer of the Property and the use of the King County Parks, Southeast Maintenance Facility until January 2, 2005.

County agrees to re-roof and paint the exterior and interior of the Lake Wilderness Maintenance facility prior to vacation of the building.

King County will remove the chain link fence and gate surrounding the overflow parking area and providing separation for District Maintenance Facility in coordination with the City's project to install a replacement gated fence/barrier to prevent vehicle entry to the maintenance facility.

King County to provide up to 30 hours consulting regarding location and operation of switches, valves, pumps and equipment necessary for City operation of facilities. Consulting will be scheduled at mutually agreeable times before and/or after property transfer.

King County agrees to prune trees and shrubbery and clean up area surrounding Caretaker House in advance of transfer.

Conference Center

Tables

22 - collapsible large ovals on wheels	1 - 4'x 5' conference table
14 - collapsible 2'x 8' rectangular on wheels	4 older 2'x 6' tables
4 - 4' rectangular tables	1 older 3'x 6' 'keg' table
3 - 3' rectangular tables	1 older 1' 10' table
	3 card tables

Chairs

170 (metal w/padded seats)	4 meeting room chairs
300 (folding plastic)	2 chairs for guests at front desk

Kitchen

4 rolling kitchen carts	1 30 gallon garbage can on rolling wheels
1 Rubbermaid coffee cart	1 small floor mat
1 wood coffee cart	4 punch bowls
1 refrigerator/freezer	6 plastic ladles
1 stove/oven	4 stainless steel ladles
1 convection oven	12 punch bowl cups
1 microwave	9 coffee serving carafes
2 large coffee pots	4 serving trays
2 small coffee pots	5 creamers
1 flashlight	2 sugars
1 30 gallon garbage can	

14548

2 warming trays with lids
5 deep pans
3 shallow pans
6 sterno burners

4 packs of sterno
4 stainless steel tongs
1 oven pan

Large Storage room - main floor

2 chair dollies
1 large industrial vacuum
1 Dance floor: 15-3'x 4' pieces with
frame
2 volleyball sets

3 game packs
2 softball packs
2 bocce ball set
badminton equipment

Other

4 large plants
2 small plants
4 coat racks
5 mirrors for brides/grooms rooms
18 garbage cans

3 waiting area couches and 2 chairs
Sound system: 2 speakers, 2 microphone
stands, 6 microphones with cables, 1
mixer board, 1 CD player

Maintenance Building

Building cleaning supplies for up to 30
days

Cleaning cart for building

Park

25 picnic tables
Life guard chairs
Small row boat
oars

Cleaning supplies for up to 30 days
placed in each bathroom chase.
Floats, cable for swimming area

Field:

6 bases
3 base pegs
2 Pitching rubbers
1 Home plate