

2002 591

**Intergovernmental Land Transfer Agreement Between  
King County and the City of Black Diamond**

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

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

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 acquired the Lake Sawyer Regional Park in part with funds from the Washington State Interagency Committee for Outdoor Recreation (IAC) to provide public outdoor recreation; and

WHEREAS the County acquired the Lake Sawyer Regional Park in part with Open Space Bonds and Conservation Futures funds to preserve valuable riparian habitat, open space and opportunities for passive recreation; 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 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 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 it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption;

NOW, THEREFORE, 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, King County shall convey to the City by deed all its ownership interest, and/or, when possible, by assignment, any leasehold interest or shared use responsibility, in the following listed park/recreation site(s), which, subject to correction, are described more fully in Exhibits A and B (the "Property"):

**LAKE SAWYER PARK**

1.2. The City has reviewed Project Agreement for Project No. 97-1042A, between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC"), which provided partial funding for the acquisition of the Property, and agrees that it shall execute an amendment to the Project Agreement that substitutes the City for the County as the "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 acknowledges that eastern portion of the Property, legally described in Exhibit B and depicted in Exhibit C as Area B, and which contains wetlands, streams and riparian habitat, were purchased for open space purposes with funds from Open Space Bonds authorized in 1989 by King County Ordinance 9071 and with Conservation Futures funds

authorized by Ordinances 10750 and 13717 and covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinances 9071, 10750 and 13717, including that the City covenants that the Property will continue to be used for the purposes contemplated by these Ordinances, 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 these Ordinances, 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."

Those covenants contained in Exhibit D.

"The City 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."

"The City further covenants that it will not limit or restrict access to and use of the active recreation portion of the Property, shown in Exhibit C as Area A, 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 it will not limit or restrict access to and use of the open space portion of the Property, shown in Exhibit C as Area B, 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 that portion 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 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 the Property by deed, the County shall reserve a Regional Trail easement. Within the Property, such easement shall be generally 100 feet in width, centered on the alignment shown in Exhibit E. The reservation of the easement shall be in substantially the following form:

1.4.1 County reserves to itself, its successors and assigns, a permanent perpetual nonexclusive easement for a public, multi-purpose hard and/or soft-surface regional trail for pedestrian, bicycle and other authorized uses, as determined by the County, over, through, along, and across certain parcels of land situated in King County ("Trail Corridor"). The easement shall be subject to existing utility easements and other existing encumbrances of record. The northern or western

Trail Corridor boundary shall correspond to the property boundary in areas where the centerline of the trail is anticipated to be less than 60 feet from the property boundary. The location of the easement is more fully described as follows:

[A legal description of Trail Corridor shall be developed by King County to be recorded in association with conveyance of the Property.]

1.4.2 Together with the right to make all uses of the Trail Corridor for improvement, construction, alteration and maintenance of such Trail corridor as is now, or may be hereafter constructed, and the right to make all necessary slopes for cuts and fills within the Trail Corridor, on each side of the said trail .

1.4.3 The County shall be responsible for the maintenance of all trails constructed within the Trail Corridor.

1.4.4 The easement and agreements contained herein shall be deemed covenants running with the land (subject to the terms hereof) and shall inure to the benefit of and be binding upon County's and City's respective successors and assigns. The exhibits attached hereto are incorporated herein by this reference as if fully set forth.

1.5 The City will cooperate with the County in identifying and granting easements for improvements outside the Trail Corridor necessary to install the multi-purpose regional trail, including, but not limited to, cut and fill and drainage facilities. If necessary, the City will also grant those temporary easements or licenses that may be required during construction for access to the Trail Corridor and staging of construction activities.

1.6 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 within 20 days of executing this Agreement.

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

3.1 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.

- 3.2 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.
- 3.3 The City acknowledges and agrees that except as indicated in paragraph 4.2, 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.

#### **4. Environmental Liability**

- 4.1 "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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

#### **5. Indemnification and Hold Harmless**

- 5.1 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.

- 5.2 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.
- 5.3 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.
- 5.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.
- 5.5 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.

**6. Audits and Inspections**

6.1 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.

**7. Waiver and Amendments**

7.1 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.

**8. Entire Agreement and Modifications**

8.1 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.

**9. Duration and Authority**

9.1 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.

**10. Notice**

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

King County  
Ron Sims

City  
Howard Botts

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Black Diamond

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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 \_\_\_\_\_

**EXHIBIT A**  
**King County Parks Transferring to the City of Black Diamond**

Name of park

Amenities/facilities

Lake Sawyer Park

**EXHIBIT B**  
**Legal Descriptions**

LAKE SAWYER PARK

PARCEL B:

That portion of the SW 1/4 of Section 10, Township 21 North, Range 6 East, W.M., described as follows:

Beginning at the West quarter corner of said Section 10 and the True Point of Beginning; thence South 88-49-03 East along the North line of the SW 1/4 of said Section 10 a distance of 1335.74 feet to the NE corner of the NW 1/4 of the SW 1/4 of said Section 10; thence continuing along the North line of said SW 1/4 South 88-47-34 East 267.42 feet to the East line of the West 1603.00 feet of said SW 1/4; thence South 00-23-48 West along the East line thereof 11.52 feet; thence North 88-55-00 West 1443.87 feet to the centerline of Lake Sawyer Road Southeast and a point of non-tangent curve, the center of which bears North 78-40-02 East; thence Northerly on said curve and centerline to the right having a radius of 1926.41 feet, a central angle 04-03-23 and an arc length of 136.38 feet; thence North 07-16-35 West along said centerline 1020.53 feet to the West line of said SW 1/4; thence North 00-23-48 East along said West line 11.52 feet to the West quarter corner of said Section 10 and the True Point of Beginning;

TOGETHER WITH an easement for temporary ingress and egress over a strip of land 30 feet in width, the Northerly line of which is described as follows:

Beginning at a point on the North line of the SW 1/4 of said Section 10, 1603.00 feet East of the West quarter corner of said Section; thence South 00-23-48 West along said East line 334.62 feet to the true point of beginning of said line description; thence South 73-50-05 East 204.79 feet to a point of non-tangent curve, the center of which bears North 17-03-20 East; thence Easterly on said curve to the left having a radius of 278.98 feet, a central angle of 23-47-34 and an arc length of 115.85 feet to a point of reverse curve, the center of which bears South 10-34-09 East; thence Easterly on said curve to the right having a radius of 413.28 feet, a central angle of 13-32-09 and an arc length of 97.63 feet; thence South 86-36-00 East 68.09 feet to a point of non-tangent curve, the center of which bears South 02-27-17 West; thence Southeasterly on said curve to the right having a radius of 283.77 feet, a central angle of 18-11-34 and an arc length of 90.11 feet; thence South 72-19-08 East 236.83 feet; thence South 71-41-12 East 186.97 feet to a point of non-tangent curve, the center of which bears South 17-21-07 West; thence Southeasterly on said curve to the right having a radius of 259.36 feet, a central angle of 26-41-51 and an arc length of 120.85 feet to the terminus of said line.

PARCEL C:

That portion of Section 10, Township 21 North, Range 6 East, W.M., described as follows:

Beginning at the North quarter corner of said Section 10; thence South 89-30-17 East along the North line of said section a distance of 1193.16 feet to the SE corner of "Lot HH" of Boundary

Line Adjustment No. L97L0008, as recorded in Book 114 of Surveys, pages 2 through 2D, inclusive, under Recording No. 9703199013, records of King County, Washington and the True Point of Beginning; thence South 01-26-10 West 388.89 feet; thence South 57-49-59 West 244.04 feet to a point of a curve; thence Southwesterly on said curve to the right having a radius of 1700.00 feet, a central angle of 31-49-16 and an arc length of 944.15 feet; thence South 89-39-15 West 93.30 feet to the West line of the NE 1/4 of said section; thence South 0-49-12 West along said West line 204.75 feet; thence South 20-18-30 West 159.76 feet; thence South 80-25-59 West 42 feet; more or less to the shoreline of Lake Sawyer; thence along said shoreline to the East line of the West 397.00 feet of Government Lot 2 as described in instrument recorded as Recording No. 4892604, records of King County, Washington; thence South 0-44-57 West along said East line 178 feet, more or less, to a point on a line described in an instrument recorded under Recording No. 9902223255, also being an angle point in the east line of Revised Lot "A", King County Boundary Line Adjustment No. S90M0004, approved May 22, 1990; thence South 7-52-01 East along said line 166.87 feet to the North line of the South 30.00 feet of said Government Lot 2; thence North 88-47-34 West along said North line 25.00 feet to the East line of the West 397.00 feet of said Government Lot 2; thence South 0-44-57 West along said line 30.00 feet to the North line of the SW 1/4 of said Section 10; thence North 88-47-34 West along said North line 129.60 feet to the East line of the West 1603.00 feet of the SW 1/4 of said Section 10; thence South 0-23-48 West along said East line 334.62 feet; thence South 73-50-05 East 204.79 feet to a point of non-tangent curve, the center of which bears North 17-03-20 East; thence Easterly on said curve to the left having a radius of 278.98 feet, a central angle of 23-47-34 and an arc length of 115.85 feet to a point of reverse curve, the center of which bears South 10-34-09 East; thence Easterly on said curve to the right having a radius of 413.28 feet, a central angle of 13-32-09 and an arc length of 97.63 feet; thence South 86-36-00 East 68.09 feet to a point of non-tangent curve, the center of which bears South 02-27-17 West; thence Southeasterly on said curve to the right having a radius of 283.77 feet, a central angle of 18-11-34 and an arc length of 90.11 feet; thence South 72-19-08 East 236.83 feet; thence South 71-41-12 East 186.97 feet to a point of non-tangent curve, the center of which bears South 17-21-07 West; thence Southeasterly on said curve to the right having a radius of 259.36 feet, a central angle of 26-41-51 and an arc length of 120.85 feet to a point of compound curve, the center of which bears South 46-12-14 West; thence Southerly on said curve to the right having a radius of 116.90 feet, a central angle of 45-06-12 and an arc length of 92.02 feet; thence South 01-51-39 East 74.54 feet; thence South 15-49-20 East 224.13 feet to a point of non-tangent curve, the center of which bears South 69-36-19 West; thence Southerly on said curve to the right having a radius of 451.94 feet, a central angle of 21-43-57 and an arc length of 171.42 feet; thence South 01-59-30 East 69.10 feet to a point of non-tangent curve, the center of which bears North 79-24-40 East; thence Southerly on said curve to the left having a radius of 1640.30 feet, a central angle of 05-23-39 and an arc length of 154.43 feet; thence South 20-29-49 East 231.36 feet; thence South 89-04-21 East 328.28 feet; thence North 20-30-47 East 155.31 feet; thence North 24-59-36 West 222.08 feet; thence North 22-48-34 East 141.43 feet; thence North 21-33-44 East 344.13 feet; thence North 27-41-39 East 296.49 feet; thence North 16-06-32 East 690.19 feet; thence North 40-29-17 West 760.32 feet; thence North 01-35-06 West 111.89 feet; thence North 08-45-10 West 49.85 feet; thence North 02-41-17 East 376.35 feet to a point of non-tangent curve, the center of which bears North 06-45-47 West; thence Northeasterly on said curve to the left having a radius of 1900.00 feet, a central angle of 35-17-10 and an arc length of 1170.13 feet to a point of compound curve, the center of which bears North 42-02-57 West; thence Northerly on said curve to the left having a radius of 625.00 feet, a central angle of 68-12-39 and an arc length of 744.06 feet; thence North 20-15-36 West 182.85 feet to the North line of said Section 10; thence North 89-30-17 West along said North line 477.42 feet to the True Point of Beginning.

SUBJECT TO:

- 1) All covenants, conditions, restrictions and other matters imposed by instrument.

RECORDED: November 21, 1938

RECORDING NO: 3020865

- 2) All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by Survey No. 69/171, recorded under King County Recording No. 8911279001.

Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary.

- 3) All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by Survey No. 86-180, recorded under King County Recording No. 9204179003.

Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary.

- 4) All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by Survey No. 103-94, recorded under King County Recording No. 9504209007.

Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary.

- 5) All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by Survey No. 103-95, recorded under King County Recording No. 9504209008.

Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary.

- 6) Easement and terms and conditions thereof:

GRANTEE: Puget Sound Power & Light Company, a Washington corporation

PURPOSE: Electric distribution system

AREA AFFECTED: A portion of said premises

RECORDED: August 24, 1995

RECORDING NO: 9508241496

- 7) All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by Survey No. 106-238, recorded under King County Recording No. 9512119006.

Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary.



- 8) All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by Survey No. 103-96, recorded under King County Recording No. 9504209009.
- Rights or benefits, if any, which may be disclosed by the recorded document(s) above affecting land outside the boundary.
- 9) Notice of tap or connection charges which have been or will be due in connection with development or re-development of the land as disclosed by recorded instrument. Inquiries regarding the specific amount of the charges should be made to the City/County/Agency.  
 CITY/COUNTY/AGENCY: Soos Creek Water and Sewer District  
 RECORDED: July 11, 1997  
 RECORDING NO: 9707110496
- 10) Covenants, conditions, restrictions, easements, dedications, notes and recitals, and the terms and conditions thereof, contained on Survey:  
 RECORDED: February 25, 1998  
 RECORDING NO: 9802259007
- 11) Covenants, conditions, restrictions, easements, dedications, notes and recitals, and the terms and conditions thereof, contained on Lot Line Adjustment:  
 RECORDED: April 26, 1999  
 RECORDING NO: 9904269011  
 AFFECTS: Parcel A and other lands
- 12) Easement and the terms and conditions thereof:  
 GRANTEE: City of Tacoma  
 PURPOSE: Water transmission pipeline or pipelines  
 AREA AFFECTED: A portion of Parcel B and other lands  
 RECORDED: March 6, 1975 and February 28, 1977  
 RECORDING NOS: 7503060275 and 7702280520
- 13) All covenants, conditions, restrictions, reservations, clauses and other matters imposed by Statutory Warranty Deed:  
 RECORDED: June 25, 1999  
 RECORDING NO: 19990625001627
- 14) All covenants, conditions, restrictions, reservations, clauses and other matters imposed by Statutory Warranty Deed:  
 RECORDED: October 14, 1999  
 RECORDING NO: 19991014001161
- 15) Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of the Lake Sawyer.
- 16) Rights and easements of the public for commerce, navigation, recreation and fisheries.

- 17) Any restriction on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been, covered by water.
- 18) Location of the lateral boundaries of second class tidelands and shorelands.

**EXHIBIT C**



**Lake Sawyer Regional Park**

-  Active Recreation Area A
-  Passive Recreation/Habitat Resource Area B



## EXHIBIT D

### LAKE SAWYER REGIONAL PARK DEVELOPMENT AND ACTIVITY RESTRICTIONS

#### **Active Recreation Area A (see attached map)**

The City covenants that for the purpose of assuring long-term protection of recreational and ecological resources on the Property, the following activities, except those activities reasonably necessary to develop and maintain recreation facilities and those that promote the restoration and recovery of natural processes and functions on this site, will be prohibited:

**Erosion or Water Pollution** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

**Alteration of Surface and Subsurface Water Resources** The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new water impoundments or water courses.

**Off-Road Vehicles.** The off-road operation of motorcycles, all-terrain vehicles, dune buggies, snowmobiles, or other types of motorized vehicles for recreational uses.

#### **Passive Recreation/Habitat Resource Area B (see attached map)**

The City covenants that for the purpose of assuring long-term protection of recreational and ecological resources on the Property, the following activities, except those activities reasonably necessary to develop and maintain regional trails and passive recreation facilities and those that promote the restoration and recovery of natural processes and functions on this site, will be prohibited:

**Construction.** The installation, building, or construction of any permanent buildings, structures, or impervious surface, and of any impermanent structures, including mobile homes, campers, other live-in vehicles, boats on trailers, horse trailers or other trailers.

**Alteration of Land.** The alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, stone, aggregate, peat, or sod.

**Erosion or Water Pollution.** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.

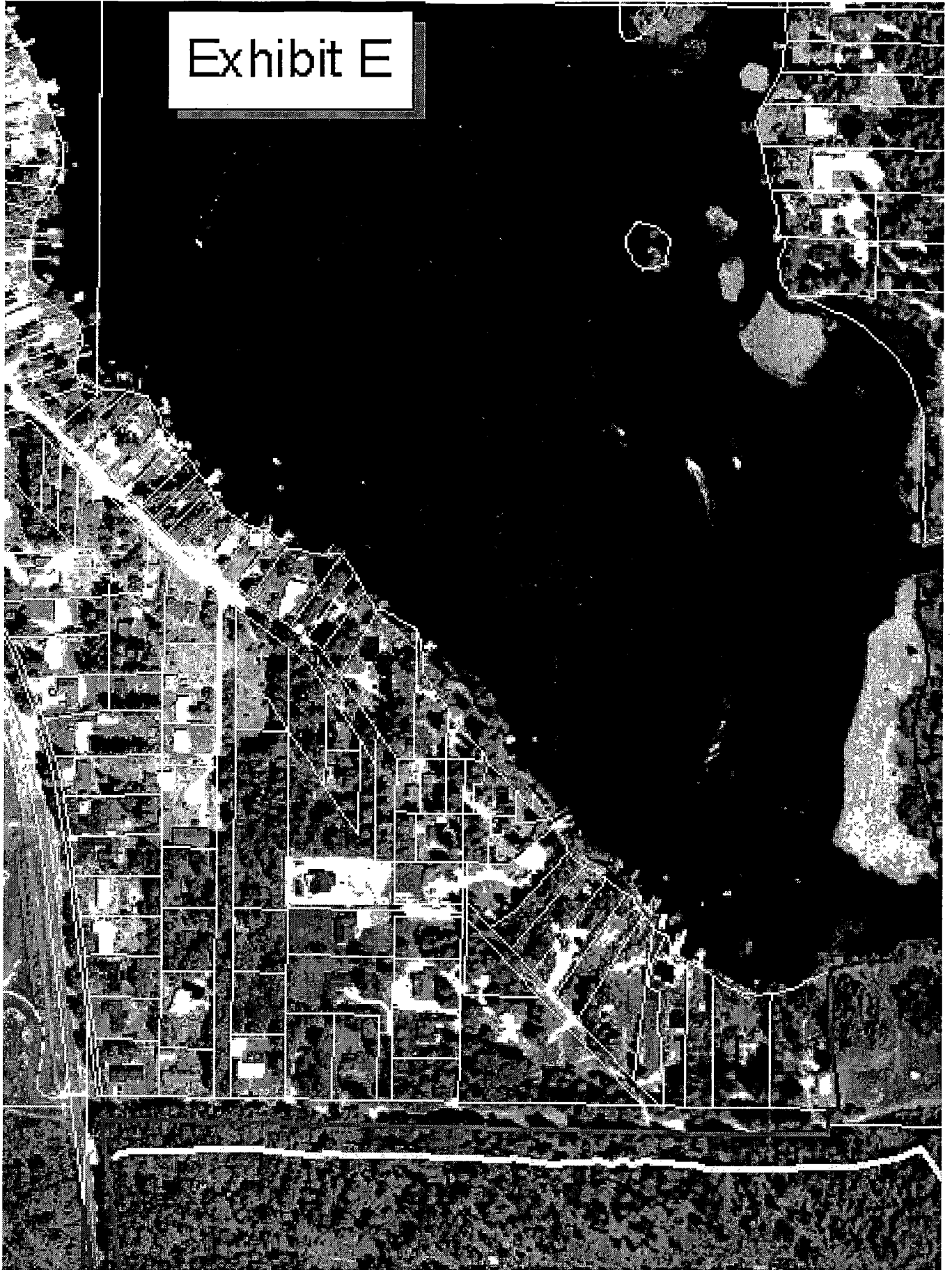
**Alteration of Surface and Subsurface Water Resources.** The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new water impoundments or water courses.

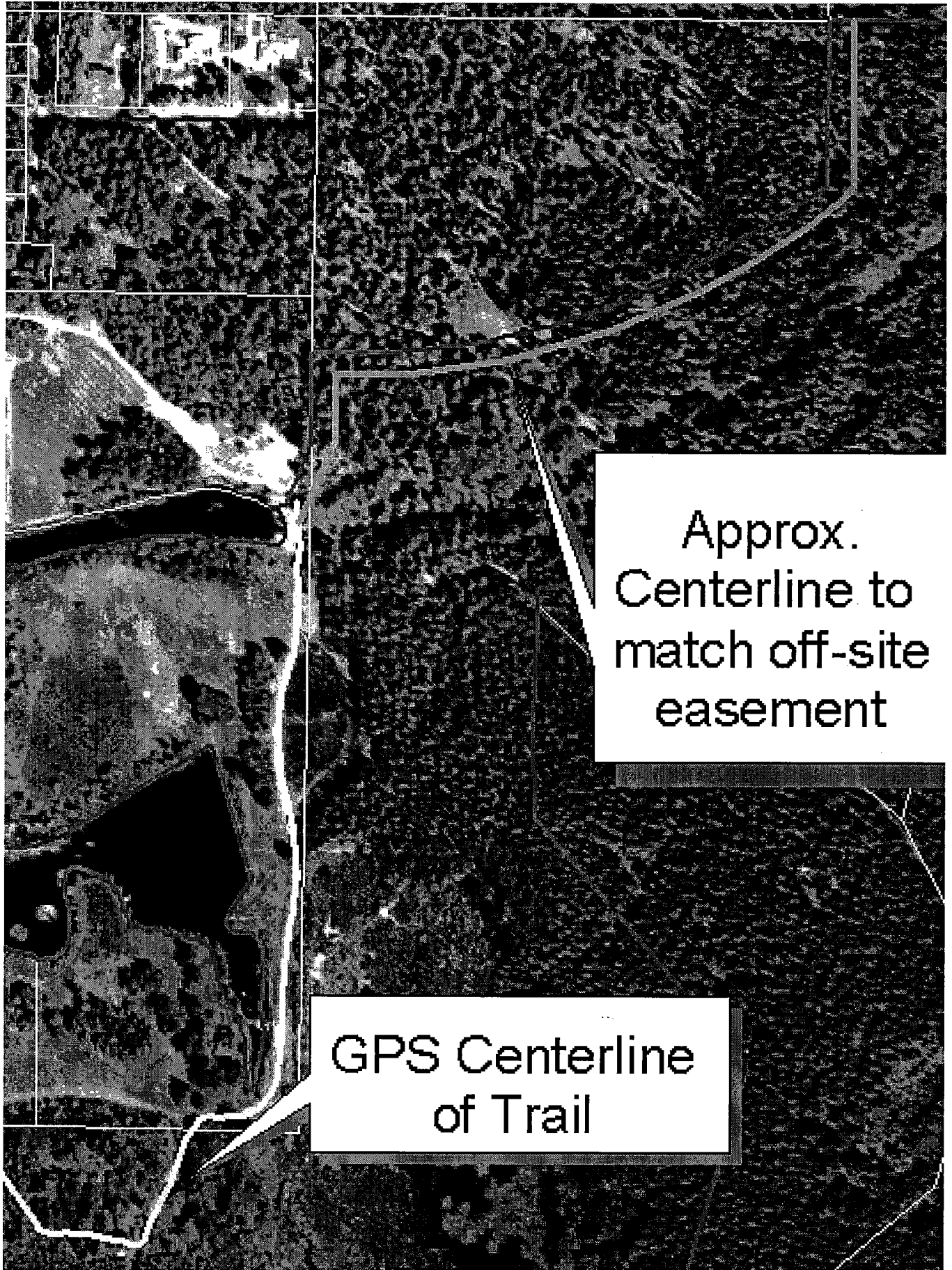
**Native Vegetation.** The pruning, topping, cutting down, girdling, thinning, application of biocides on, or other destruction or removal (“Harvest” and “Harvesting”) of live or dead native vegetation for purposes other than public safety and passive, outdoor recreation.

**Recreational Uses.** Recreational use of the property for: (1) golf courses, (2) the operation of motorcycles, dune buggies, snowmobiles, all-terrain vehicles or other types of motorized vehicles for recreation, (3) hunting or trapping, (4) transient accommodations, (5) shooting or target practice, (6) ball fields, and (7) any other recreational use that creates a significant risk to the maintenance and protection of the Property’s ecological features.

**Paving and Road and Trail Construction.** Paving or covering any portion of the Property with concrete, asphalt, gravel, crushed rock, or any other paving material, excluding areas already paved. Trail construction would not be subject to this prohibition provided that: any such trail conforms with standards set forth in the 1992 King County Regional Trails Plan or subsequent updates.

# Exhibit E





Approx.  
Centerline to  
match off-site  
easement

GPS Centerline  
of Trail