

Map Amendment B

Rainier Ridge Four-to-One Proposal (south of the intersection of SE 288th Street and 238th Ave SE).

1 AMENDMENT TO THE KING COUNTY ZONING ATLAS
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4

5 Reclassify a 14-acre portion of the northwest portion of the following parcel from RA-10 to
6 UR-P, as shown on the attached map:

7
8 153100-0010
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16 Effect: Applies Urban Reserve zoning with a property-specific development condition to a
17 14-acre portion of the above parcel. After approval of this ordinance, there shall be in effect
18 within 21 days a term conservation easement covering the remaining 56 acres of the site
19 which shall preclude any further development and which shall restrict the use to passive open
20 space. Upon the future subdivision of the urban portion of the site, the rural portion will be
21 deeded fee simple by the owner to King County for the purpose of public passive open space.
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1 **TR-Pxx: Urban portion of parcel south of SE 288th St and east of 238th Ave SE along**
2 **border of the City of Maple Valley: RA-10 to UR-P**

3 *Effective:* _____

4 _____
5 Description

6 Redesignate a 14-acre portion of the northwest corner of the parcel (as determined by
7 the Four-to-One proposal under MAMD13-0001) from RA-10 to UR-P.

8 Development Condition Text

- 9 1. A term conservation easement agreement satisfactory to King County shall be
10 recorded within 21 days of approval of this ordinance. The conservation easement
11 shall apply to the remaining 56 acres of the site and shall prohibit all use and
12 development other than passive recreation until such time as the parcel is
13 officially subdivided, whereby the rural portion will be deeded fee simple to King
14 County for the purpose of permanent public passive open space.
15
- 16 2. Within one year, the City of Maple Valley shall commence annexation
17 proceedings and the County and the City shall enter into an interlocal agreement
18 addressing: a) annexation of the urban portion of the property; b) zoning for the
19 urban portion of the property that will achieve a minimum density of 4 dwelling
20 units per acre; and c) subdivision procedures that will enable the City of Maple
21 Valley to process a plat application including land within the City and County.
22
- 23 3. SEPA mitigation measures per the MDNS Threshold Determination for project
24 MAMD13-0001 dated November 26, 2013 shall be implemented and completed
25 upon the approval date of this ordinance.
26
- 27 4. In the event Condition 2 is not satisfied within one year after Council approval of
28 this ordinance, the site shall be redesignated in the next King County
29 Comprehensive Plan update to its pre-application land use (Rural Area) and
30 zoning (RA-5-P) designations.
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King County


Rainier Ridge Executive Recommended Zoning


The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: March 6, 2014
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\\gisnas1\Projects\ddes2014_CompPlan\projects\RainierRidge_rec_znbw.pdf
MCCOMBSP

RA-10 Rural Area, 1 DU/10 acres
UR Urban Reserve, one DU per 5 acres

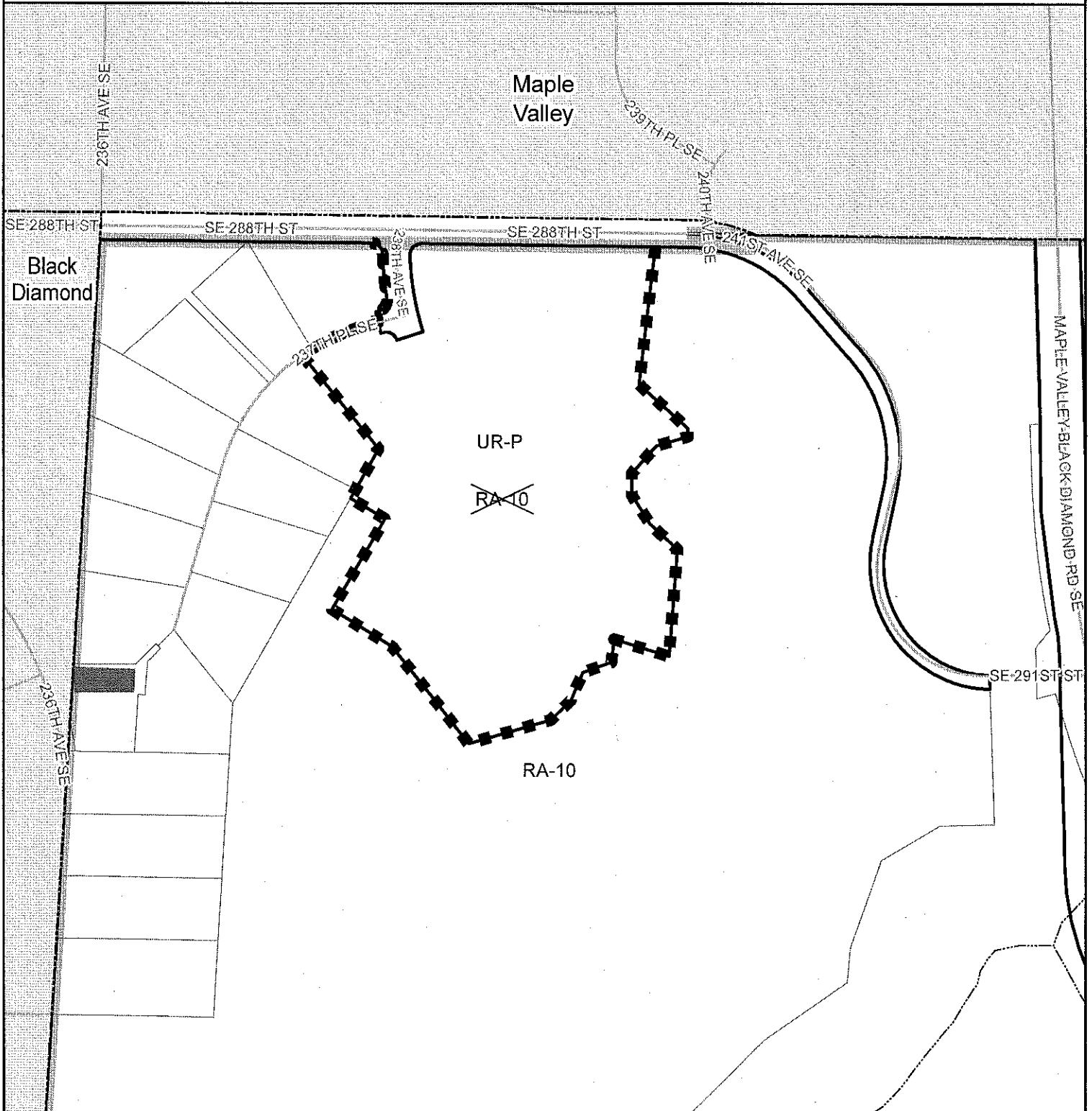
 Incorporated Areas

 Urban Growth Boundary

 Proposed Urban Growth Boundary



0 150 300
Feet





1 When Recorded Mail To:
2
3 King County
4 Department of Natural Resources & Parks
5 Water and Land Resources Division
6 201 S. Jackson St., Suite 600
7 Seattle, WA 98104-3855
8

DRAFT IN
SUBSTANTIAL
FORM

9 **TERM DEED OF CONSERVATION EASEMENT**

10
11 Grantor [Seller]: «Seller» [To be: Washington Federal Inc.?
12 Grantee [Buyer]: King County, a political subdivision of the State of Washington.
13 Legal Description (abbreviated): Lot 1 & Tracts B, C, D and F, Chateaus at Greenbrier, Vol.
14 202, Pgs. 52-58
15 Additional legal(s) on Page .
16 Assessor's Tax Parcel ID#: 153100-0010-04
17

18 This Term Deed of Conservation Easement ("Easement") is granted on this _____
19 day of _____ 2014, by «Seller» ("Grantor"), to King County, a political subdivision of
20 the State of Washington, ("Grantee").
21

22 WHEREAS, Grantor and Grantee make the following recitals:
23

24 A. Grantor is the sole owner in fee simple of the real property ("Protected Property")
25 legally described in Exhibit A (A-1 and A-2 if the easement is not over the whole property),
26 attached to and made a part of this Deed, which consists of approximately 71 acres of land
27 located in King County, Washington. A map of the property is attached to, and made part of
28 this Deed, as Exhibit B.
29

30 B. Grantor is proposing the Rainier Ridge Four-to-One Proposal under the Department
31 of Permitting and Environmental Review application # MAMD13-0001. The proposal
32 includes extending the Urban Growth Area currently existing along the southeast border of
33 the City of Maple Valley to include a 14 acre portion of a 71 acre parcel ("the site"). The
34 entire parcel is currently designated rural area. The Program allows 20% of the site to
35 become urban residential provided it is offset with 80% of the site being set aside as
36 permanent open space. The Four to One program allows limited extensions of the urban
37 growth area along existing developed urbanized growth areas, in anticipation of the City
38 ultimately annexing the newly created urbanized area.
39

40 C. The Four to One Program is described in the 2012 King County Comprehensive Plan
41 Policies U-185 through U-190. The 4 to 1 program provides rural property owners with
42 property contiguous to the Urban Growth Boundary with the opportunity to obtain urban
43 zoning designation and urban zoning on a portion of the property (the urban area) in
44 exchange for dedicating the remaining portion of the property as open space (the open space
45 area). Under King County Code provision 20.18.170C, "A term conservation easement shall
46 be placed on the open space at the time the 4 to 1 proposal is approved by the council. Upon

1 final plat approval, the open space shall be permanently dedicated in fee simple to King
2 County.”

3
4 D. On December 17, 2013 the King County Department of Permitting and
5 Environmental Review recommended approval of the Grantor’s Four to One Proposal,
6 processed as a Site Specific Land Use Map Amendment application, during an open public
7 hearing before the Hearing Examiner. On January 14, 2014 the King County Office of the
8 Hearing Examiner provided a recommended path to approving the Grantor’s Four-to-One
9 proposal. On March 3, 2014 the King County Executive recommended to the King County
10 Council approval with conditions of the Grantor’s Four-to-One proposal. On _____, 2014 the
11 King County Council formally approved by Ordinance _____ the Grantor’s Four-to-One
12 proposal.

13
14 E. The Protected Property possesses natural, open space, ecological, scenic, recreational
15 and educational values that are of great importance to Grantor, Grantee, the people of King
16 County and the people of the State of Washington. These values are referred to herein as the
17 “Conservation Values” of the Protected Property.

18
19 F. The Grantor is conveying the property interest conveyed by this Deed for the purpose
20 of ensuring that, under the Grantee’s perpetual monitoring, the Conservation Values of the
21 Protected Property will be conserved and maintained , and that uses of the Protected Property
22 that are inconsistent with these Conservation Values will be prevented or corrected.

23
24 G. This easement has a limited term, specified in Section 16 below.

25
26 H. The Conservation Values protected by this Deed are recognized by, and the grant of
27 this Deed will serve, the following clearly delineated governmental conservation policies:

28
29 1. The King County Comprehensive Plan and the King County Open Space
30 System plan recognize the importance of protecting open space to conserve King County’s
31 natural resources and environmental quality for the enjoyment and benefit of all.

32
33 2. R.C.W. 84.34.010, in which the Washington State Legislature has declared
34 “that it is in the best interests of the state to maintain, preserve, conserve and otherwise
35 continue in existence adequate open space lands for the production of food, fiber and forest
36 crops, and to assure the use and enjoyment of natural resources and scenic beauty for the
37 economic and social well-being of the state and its citizens.”

38
39 3. RCW 64.04.130 and RCW 84.34.210 grant counties the authority to acquire
40 Easements to preserve, conserve and maintain open space, agricultural and timber lands, and
41 RCW 36.70A.090 provides that counties should provide for innovative land use management
42 techniques such as transfer of development rights programs.

43
44 I. The Grantee is a “qualified conservation organization,” as defined by the Internal
45 Revenue Code, and accepts the responsibility of enforcing the terms of this Deed and
46 upholding its conservation purposes forever.

1
2 NOW, THEREFORE, in consideration of the above and the mutual covenants, terms,
3 conditions and restrictions contained herein, Grantor and Grantee agree as follows:
4

5 1. *Grant of Easement*
6

7 Grantor voluntarily conveys and warrants to Grantee, its successors and assigns, and Grantee
8 accepts, as permitted by R.C.W. 64.04.130 and R.C.W. ch. 84.34, a term conservation
9 easement (the "Easement") over the Protected Property on the terms and conditions set forth
10 herein exclusively for the purpose of conserving the Conservation Values of the Protected
11 Property.
12

13 2. *Purpose*
14

15 It is the purpose of this Easement to ensure that the Protected Property will be retained in a
16 natural, open space and scenic condition and to prevent any use of the Protected Property that
17 will impair or interfere with the Conservation Values of the Protected Property. This
18 easement will remain on the property until the Protected Property is permanently dedicated to
19 King County or this easement is otherwise terminated as provided for therein. Grantors and
20 Grantee intend that this Easement will confine the use of the Protected Property to such
21 activities as are consistent with the purpose of this easement.
22

23 3. *Rights of Grantee*
24

25 To accomplish the purpose of this Easement the following rights are conveyed to Grantee, its
26 successors and assigns, by this Easement:

27 (a) To preserve and protect the Conservation Values of the Protected Property.

28 (b) To enter upon the Protected Property at reasonable times in order to monitor
29 Grantor's compliance with and otherwise enforce the terms of this Easement in accordance
30 with Section 9; provided that, except in cases where Grantee determines that immediate entry
31 is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be
32 upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably
33 interfere with Grantor's quiet use and enjoyment of the Protected Property;

34 (c) To allow persons or groups, including Grantee, to enter upon the Protected
35 Property for scientific and educational purposes at mutually agreeable dates and times and
36 upon not less than 10 days prior notice to grantor; and

37 (d) To conduct, with reasonable prior notice to Grantor, survey, site preparation,
38 removal of invasive non-native vegetation, planting of native species, and other activities
39 associated with habitat restoration. Nothing herein shall be deemed to imply any obligation to
40 perform such restoration activities.

41 (e) To prevent any activity on or use of the Protected Property that is inconsistent
42 with the purpose of this Easement and to require the restoration of such areas or features of
43 the Protected Property that may be damaged by any inconsistent activity or use, pursuant to
44 the remedies set forth in Section 9.

1 (f) To install informational signs for educational purposes, to give notice of the
2 existence of recreational trails, if any, on the property, or to establish rules for use of the
3 property.

4
5 *4. Prohibited Uses*

6
7 Any activity on or use of the Protected Property inconsistent with the purpose of this
8 Easement is prohibited. Without limiting the generality of the foregoing, the following
9 activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

10
11 (a) *Subdivision.* The legal or *de facto* division, subdivision, or partitioning of the
12 Protected Property for any purpose, which shall include, but not be limited to, any
13 subdivision, short subdivision, platting, binding site plan, testamentary division, or other
14 process by which the Protected Property is divided into lots.

15
16 (b) *Construction and Improvements.* The placement or construction, of any
17 buildings, structures, or other improvements of any kind, including, without limitation,
18 fences, utilities, septic systems, communication lines, communication towers, storage tanks
19 and pipelines. Impermanent structures including mobile homes, campers, other live-in
20 vehicles, boats on trailers, horse trailers or other trailers are prohibited on the Protected
21 Property.

22
23 (c) *Paving and Road and Trail Construction.* The paving or covering of any portion
24 of the Protected Property with concrete, asphalt, gravel, crushed rock, wood shavings or any
25 other paving or surfacing material or the construction of a road or trail, except that soft-
26 surface trails may be constructed and maintained for passive recreation as permitted by
27 Section 5(b) of this Agreement. Use of concrete or asphalt for passive recreation trails is
28 expressly prohibited.

29
30 (d) *Commercial Development.* Any commercial or industrial use or activity on the
31 Protected Property, including but not limited to commercial recreational activities involving
32 active recreation.

33
34 (e) *Surface Alteration.* Any alteration of the surface of the land, including, without
35 limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod.

36
37 (f) *Soil Degradation and Water Pollution.* Any use or activity that causes or is likely
38 to cause significant soil degradation or erosion or significant depletion or pollution of an
39 surface or subsurface waters.

40
41 (g) *Wetlands.* Any activity on the Protected Property that changes, disturbs, alters or
42 impairs the plant and animal habitat, ecological value or scenic qualities of a wetland or
43 wetland buffer. These prohibited activities include without limitation artificially draining
44 water into or out of a wetland; grading, filling or compacting wetland soils; conducting
45 domestic animal grazing or agricultural activities of any kind; hunting or trapping; and
46 application of biocides except when determined by the Grantee to be necessary for the

1 eradication of invasive non-native plant species and such application is by the narrowest
2 spectrum, least persistent material appropriate for the target species.

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4
5 (h) *Ponds, Watercourses and Wells.* The alteration or manipulation of the ponds,
6 water courses, and wells located on the Protected Property, or the creation of new water
7 impoundments, water courses or wells, for any purpose.

8
9 (i) *Alteration Surface Water, Subsurface Water or Channeling Water.* Any alteration
10 of the surface water channels on the Protected Property including the removal of fallen trees,
11 gravel or rocks from a water channel or the damming of the water channel, including the
12 lining of the water channel with rocks, wood, trees, sand bags, or other materials.

13
14 (j) *Introduced Vegetation.* The planting or introduction of nonnative species of
15 plants.

16
17 (k) *Removal of Trees.* The pruning, cutting down, or other destruction or removal of
18 trees located on the Protected Property, except as approved by King County, and/or as
19 necessary to control or prevent hazard, disease or fire or to improve forest health.

20
21 (l) *Waste Disposal.* The disposal, storage, or release of hazardous substances,
22 rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other
23 unsightly or offensive waste or material on the Protected Property. The term "release" shall
24 mean any release, generation, treatment disposal, storage, dumping, burying, abandonment,
25 or migration from off-site. The term "hazardous substances" as used in this Easement shall
26 mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or
27 are designed as, or contain components that are, or are designated as, hazardous, toxic,
28 dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous
29 or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or
30 ordinance, including, but not limited to, petroleum or any petroleum product.

31
32 (m) *Active Recreation.* Conducting or allowing activities, such as golf courses, ball
33 fields, motocross, equestrian, campgrounds or any other activity involving the public or
34 private clubs or associations engaging in organized active recreation.

35
36 (n) *Signs.* The placement of commercial signs, billboards, or other commercial
37 advertising material on the Protected Property, except in connection with the sale or lease of
38 the Protected Property.

39
40 (o) *Mineral Development.* The exploration for, or development and extraction of,
41 any minerals or hydrocarbons.

42
43 (p) *Vehicles.* The operation of motorcycles, dune buggies, all-terrain vehicles, snow
44 mobiles, or other types of off-road motorized vehicles or the operation of other sources of
45 excessive noise pollution or which may cause resource degradation.

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5. *Reserved Rights*

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, any use of, or activity on, the Protected Property that is not inconsistent with the purpose of the Easement and that is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves the following uses and activities:

(a) *Emergencies.* The right to undertake other activities necessary to protect public health, property improvements, or human safety, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity.

(b) *Recreational Use.* The right to allow passive recreational use and activities, provided that such passive recreational use does not interfere with the Conservation Values of the Protected Property, that such passive recreational use does not include any of the prohibited uses set forth in Section 4 of this Easement, and that such passive recreational use is otherwise consistent with the purpose and terms of this Easement.

6. *Responsibilities of Grantor Not Affected.*

Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Protected Property. This shall apply to:

(a) *Taxes.* The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. Upon five days written notice to the Grantor, the Grantee shall have the right, but not the obligation, to pay any taxes or assessments levied against the Protected Property in accordance with any bill, statement or estimate procured from the appropriate authority. If the Grantee ever pays any taxes or assessments levied against the Protected Property, the Grantor shall reimburse the Grantee for the same, with interest until reimbursed at the lesser of ten percent or the maximum rate allowed by law. The Grantor shall reimburse the Grantee for these sums plus any reasonable attorneys fees and court costs incurred to collect such sums.

(b) *Upkeep and Maintenance, Costs, Legal Requirements, and Liabilities.* Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

1 (c) *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or
2 about the Protected Property of any hazardous substances, Grantors agree to take all steps
3 necessary to assure its containment and remediation, including any cleanup that may be
4 required, unless the release was caused solely by Grantee, in which case Grantee shall be
5 responsible for such remediation. Should Grantor become aware of the release of any
6 hazardous substances, Grantor shall make best efforts to inform Grantee of such release as
7 soon as possible.

8
9 (d) *Control.* Nothing in this Easement shall be construed as giving rise to any right
10 or ability in Grantee to exercise physical or managerial control over the day-to-day
11 operations of the Protected Property, or any of Grantor's activities on the Protected Property,
12 or otherwise to become an operator with respect to the Protected Property within the meaning
13 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as
14 amended ("CERCLA"), or the Model Toxics Control Act, as amended ("MTCA").

15
16 (e) *Liability and Indemnification.* Grantor hereby agrees to release, hold harmless,
17 indemnify, and defend Grantee, its officers, employees and agents from and against all
18 liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands,
19 judgments or administrative actions, including, without limitation, reasonable attorney's and
20 consultant's fees, arising from or in any way connected with (1) injury to or death of any
21 person, or physical damage to any property, resulting from any act, omission, condition, or
22 other matter related to or occurring on or about the Property, regardless of cause, except to
23 the extent caused solely by the negligent acts or omissions of Grantee, its officers, employees
24 or agents; (2) the violation or alleged violation of, or other failure to comply with, any state,
25 federal, or local law, regulation or requirement, including without limitation, CERCLA and
26 MTCA, by any person other than Grantee, its officers, employees and agents; or (3) the
27 presence or release in, on, from, or about the Protected Property, at any time, of any
28 hazardous substances, unless caused solely by the Grantee.

29 30 *7. Grantee's Right to Restore the Protected Property*

31
32 In the event that any of the Conservation Values of the Protected Property are impaired, the
33 Grantee shall have the right, but not the obligation, to restore all or portions of the Protected
34 Property.

35 36 *8. Access*

37
38 No right of access by the general public to any portion of the Protected Property is conveyed
39 by this Easement.

40 41 *9. Enforcement*

42
43 Grantee shall have the right to prevent and correct violations of the terms of this Easement as
44 set forth below.

45
46 (a) *Notice of Failure.* If Grantee determines that the Grantor is in violation of the
47 terms of this Easement or that a violation is threatened, Grantee shall give written notice to

1 Grantor of such violation and demand corrective action sufficient to cure the violation and,
2 where the violation involves injury to the Protected Property resulting from any use or
3 activity inconsistent with the purpose of this Easement, to restore the portion of the Protected
4 Property so injured to its prior condition in accordance with a plan approved by Grantee.

5 (b) *Grantor's Failure to Respond.* Grantee may bring an action as provided for in
6 Section 9(c) below if Grantor fails to cure the violation within thirty (30) days after receipt of
7 notice thereof from Grantee; fails to begin curing such violation within the thirty (30) day
8 period under circumstances where the violation cannot reasonably be cured within the thirty
9 (30) day period; or fails to continue diligently to cure such violation until finally cured.

10
11 (c) *Grantee's Action.* Grantee may bring action at law or in equity in a court of
12 competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte*
13 as necessary and as allowed under the applicable civil rules, by temporary or permanent
14 injunction, to recover any damages to which it may be entitled for violation of the terms of
15 this Easement or injury to any of the Conservation Values protected by this Easement,
16 including damages for the loss of the Conservation Values; and to require the restoration of
17 the Protected Property to the condition that existed prior to any such injury. Without limiting
18 Grantor's liability therefore, Grantee, in its sole and absolute discretion, may apply any
19 damages recovered to the cost of undertaking any corrective action on the Protected Property.
20 All such actions for injunctive relief may be taken without Grantee being required to post
21 bond or provide other security.

22
23 (d) *Immediate Action Required.* If Grantee, in its sole and absolute discretion,
24 determines that circumstances require immediate action to prevent or mitigate significant
25 damage to the Conservation Values of the Protected Property, Grantee may pursue its
26 remedies under this Section 9 without prior notice to Grantor or without waiting for the
27 period provided for cure to expire.

28
29 (e) *Nature of Remedy.* Grantee's rights under this Section 9 apply equally in the
30 event of either actual or threatened violations of the terms of this Easement. Grantor agrees
31 that Grantee's remedies at law for any violation of the terms of this Easement are inadequate
32 and that Grantee shall be entitled to the injunctive relief described in this Section 9 both
33 prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled,
34 including specific performance of the terms of this Easement, without the necessity of
35 proving either actual damages or the inadequacy of otherwise available legal remedies.
36 Grantee's remedies described in this Section 9 shall be cumulative and shall be in addition to
37 all remedies now or hereafter existing at law or in equity.

38
39 (f) *Costs of Enforcement.* All reasonable costs incurred by Grantee in enforcing the
40 terms of this Easement against Grantor, including, without limitation, costs and expenses of
41 suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of
42 restoration necessitated by Grantor's violation of the terms of this Easement shall be borne
43 by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement
44 action each party shall bear its own costs.

45
46 (g) *Grantee's Discretion.* Enforcement of the terms of this Easement shall be at the
47 discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this

1 Easement in the event of any breach of any terms of this Easement by Grantor shall not be
2 deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights
3 under this Easement. No delay or omission by Grantee in the exercise of any right or remedy
4 upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.
5

6 (h) *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be
7 construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore
8 any condition on the Protected Property or to recover damages for any injury to or change in
9 the Protected Property resulting from causes beyond Grantor's control, including, without
10 limitation, fire, flood, storm, and earth movement, and from any prudent action taken by
11 Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the
12 Protected Property resulting from such causes.
13

14 10. *Alternate Dispute Resolution*

15

16 If a dispute arises between the Parties concerning the consistency of any proposed use or
17 activity with this Easement, the Parties shall attempt to resolve the dispute through informal
18 discussion. The Parties may also agree to refer the dispute to mediation. Upon such
19 agreement, the Parties shall select a single mediator to hear the matter. Each party shall bear
20 its own costs, including attorney's fees, if mediation is pursued under this Section 10. The
21 Parties shall share equally the fees and expenses of the mediator.
22

23 11. *Notice and Approval*

24

25 (a) *Notice.* Whenever notice is required under this Easement, the party required to
26 give notice ("Notifying Party") shall give reasonable notice prior to the date the Notifying
27 Party intends to undertake the use or activity in question. The notice shall describe the
28 nature, scope, design, location, timetable, and any other material aspect of the proposed
29 activity in sufficient detail to permit the other party to make an informed judgment as to its
30 consistency with the purpose and terms of this Easement.
31

32 (b) *Evaluation of Proposed Activities.* The purpose of requiring the Notifying Party
33 to notify the other party prior to undertaking certain permitted uses and activities is to afford
34 the other party an opportunity to ensure that the use or activity in question is designed and
35 carried out in a manner consistent with the purpose and terms of this Easement.
36

37 12. *Notice of Transfer of Protected Property by Grantor and Successor and Assigns*

38

39 Anytime the Protected Property itself, or any interest in it is transferred by the Grantor to a
40 third party, the Grantor, its successors and assigns, shall notify the Grantee in writing, and
41 the document of conveyance shall expressly refer to this Deed of Conservation Easement.
42

43 13. *Termination of Easement*

44

45 (a) *Frustration of Purpose.* If a court of competent jurisdiction determines that conditions on
46 or surrounding the Protected Property change so much that it becomes impossible to fulfill

1 any of the conservation purposes of the Easement, the court may, at the joint request of both
2 the Grantor and Grantee, terminate in whole or in part the Easement created by this Deed.

3
4 (b) *Economic Value.* The fact that any use of the protected Property that is expressly
5 prohibited by this Easement, or any other use as determined to be inconsistent with the
6 purpose of this Easement, may become greatly more economically valuable than permitted
7 uses, or that neighboring properties may in the future be put entirely to uses that are not
8 permitted thereunder, has been considered by the Grantor in granting this Easement. It is the
9 intent of both Grantor and Grantee that any such changes shall not be assumed to be
10 circumstances justifying the termination or extinguishment of this Easement pursuant to this
11 section.

12
13 (c) *Proceeds.* If the Easement is terminated and the Protected Property is sold or taken for
14 public use, the Grantee shall be entitled to a percentage of the gross sale proceed of
15 condemnation award equal to the ratio of the appraised value of this easement to the
16 unrestricted fair market value of the Property, as these values are determined on the date of
17 termination. The Grantee shall use the proceeds consistently with the conservation purposes
18 of this Easement.

19 20 14. *Modification*

21
22 This Deed may be modified by agreement of the parties, provided that any such amendment
23 shall be consistent with the purpose of the Easement and shall not affect its duration. All
24 modifications shall be in writing, signed by both parties and recorded in the real property
25 records of King County.

26 27 15. *Interpretation*

28
29 This Deed shall be interpreted under the laws of Washington, resolving any ambiguities and
30 questions of the validity of specific provisions so as to give maximum effect to its
31 conservation purposes.

32 33 16. *Duration*

34
35 This Easement shall extend for a period of ten years from the date of its grant to King
36 County. King County has determined that ten years is a reasonable period of time under King
37 County Comprehensive Plan Policies U-185 through U-190 to receive preliminary and final
38 plat approval.

39
40 This Easement will terminate at the end of the ten year time period unless it is terminated
41 sooner upon the occurrence of one of the following events:

- 42 a. The dedication by Grantor of the Protected Property to the King County Open Space
43 System (required at the time of final plat approval), such dedication conveying fee
44 title to King County or its governmental designees.
- 45 b. King County's amendment of the Urban Growth Boundary to convert the urban
46 designated portion of the proposed plat (adjacent to the Protected Property) back to a

1 rural designation as provided under King County Comprehensive Plan Policies U-185
2 through U-190.

3 c. Grantor's undertaking of development of the Protected Property or the urban
4 designated portion of the proposed plat, pursuant to a vested plat approval under the
5 pre-existing rural zoning designation; or

6 d. Extinguishment of the Easement through condemnation.

7 Upon extinguishment, King County shall grant a release returning the easement back to the
8 Grantor. King County shall record this release in a timely fashion in the official records of
9 King County, Washington.

10
11 *17. Inaction*

12
13 Inaction or inactivity on the part of Grantee with respect to the Easement shall not constitute
14 abandonment of the Easement.

15
16 *18. Notices*

17
18 Any notices required by this Deed shall be in writing and shall be personally delivered or
19 sent by first class mail to Grantor and Grantee respectively at the following addresses, unless
20 a party has been notified by the other of a change of address.

21
22 To Grantor:

23 «Seller_1»«SEntKnName»
24 «Seller2»
25 «SellerAddress»
26 «Seller_City»
27

28 To Grantee:

29 King County Department of Natural Resources & Parks
30 Water and Land Resources Division
31 201 South Jackson Street, Suite 600
32 Seattle, WA 98104

33 *19. Grantor's Title Warranty*

34
35 The Grantor warrants that it has good and sufficient title to the Property, free from all
36 encumbrances except those set forth in Exhibit D attached to and made a part of this Deed,
37 and hereby promise to defend the same against all claims that may be made against it.

38
39 *20. Severability*

40
41 If any provision of this Deed is found to be invalid, illegal or unenforceable, that finding
42 shall not affect the validity, legality or enforceability of the remaining provisions.

43
44 *21. Acceptance*

45
46 The Grantee hereby accepts this Grant of Deed of Conservation Easement.

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22. *Entire Agreement*

This instrument sets forth the entire agreement of the parties with respect to the terms of this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Easement, all of which merge herein.

23. *Waiver of Defenses*

Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the ten-year statute of limitations provided in RCW 4.16.020 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

24. *Subordination*

Grantor certifies that all mortgages and deeds of trust (collectively "Liens"), if any, affecting the Protected Property are subordinate to, or shall become subordinate to, the rights of Grantee under this Easement. Grantor has provided, or shall provide, a copy of this Easement to all mortgagees, and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders"), already affecting the Protected Property or which will affect the protected Property prior to the recording of this Easement, and shall also provide notice to Grantee of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation, the Liens to this Easement either by signing a subordination agreement contained at the end of this Easement, which shall become a part of this Easement as Exhibit E and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien which must meet the approval of Grantee.

25. *Counterparts [Include this paragraph only if necessary]*

This Conservation Easement may be executed in one or more counterparts, each of which shall be deemed an original. The signatures to this Conservation Easement may be executed and notarized on separate pages and when attached to this document shall constitute one complete document.

In Witness Whereof, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

Grantor:

BY: _____
 Name
 Title

Grantee King County, a political subdivision of the State of Washington:

1
2
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BY: _____
Christie True, Director
Department of Natural Resources & Parks

1 STATE OF WASHINGTON }
2 } SS
3 COUNTY OF KING }
4

5 On this _____ day of _____, 2014, before me, the undersigned, a Notary
6 Public in and for the State of _____, duly commissioned and sworn personally appeared
7 _____, to me known to be the individual described in and who executed the foregoing
8 instrument, and acknowledged to me that she signed and sealed the said instrument as her free
9 and voluntary act and deed for the uses and purposes therein mentioned.

10
11 WITNESS my hand and official seal hereto affixed the day and year in this certificate
12 above written.
13

14
15 Notary Public in and for the
16 State of Washington, residing

17
18 At _____
19 City and State
20

21 My appointment expires _____
22

23 STATE OF WASHINGTON }
24 } SS
25 COUNTY OF KING }
26

27 On this _____ day of _____, 2014, before me, the undersigned, a Notary
28 Public in and for the State of _____, duly commissioned and sworn personally appeared
29 _____, to me known to be the individual described in and who executed the foregoing
30 instrument, and acknowledged to me that she signed and sealed the said instrument as her free
31 and voluntary act and deed for the uses and purposes therein mentioned.

32
33 WITNESS my hand and official seal hereto affixed the day and year in this certificate
34 above written.
35

36
37 Notary Public in and for the
38 State of Washington, residing

39
40 At _____
41 City and State
42

43 My appointment expires _____
44

1 TERM DEED OF CONSERVATION EASEMENT
2 «Parcel_» PARCEL

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EXHIBIT A-1

WHOLE PROPERTY
LEGAL DESCRIPTION

1 TERM DEED OF CONSERVATION EASEMENT
2 «Parcel_» PARCEL

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EXHIBIT A-2
PROTECTED PROPERTY
LEGAL DESCRIPTION

1 **TERM DEED OF CONSERVATION EASEMENT**
2 «Parcel_» PARCEL

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EXHIBIT B
PROPERTY MAP

1 TERM DEED OF CONSERVATION EASEMENT
2 «Parcel_» PARCEL

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EXHIBIT C
PRESENT CONDITIONS REPORT

1 **TERM DEED OF CONSERVATION EASEMENT**

2 «Parcel_» PARCEL

3
4 **EXHIBIT D**

5
6 **PERMITTED EXCEPTIONS/TITLE REPORT**

7
8
9
10 Those special exceptions listed on «Escrow_Co» Title Insurance Company Title Report
11 #«Title_order» dated «Title_date», and any supplements thereto (which Title Report and
12 Supplement are incorporated into this Agreement by this reference) numbered «Permitteds».

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EXHIBIT E
SUBORDINATION AGREEMENT

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4 Subordination of Mortgage or Deed of Trust. At the time of the conveyance of this
5 Easement, the Protected Property is subject to a Mortgage/Deed of Trust dated
6 _____, recorded in the King County Assessor's Office, recording number
7 _____, held by
8 _____ (hereinafter "Mortgagee/Lender. The
9 Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to
10 subordinate the Mortgage/Deed of Trust to this Easement under the following conditions and
11 stipulations:
12

13 (a) The Mortgagee/Lender and its assignees shall have a prior claim to all insurance
14 proceeds as a result of any casualty, hazard, or accident occurring to or about the Protected
15 Property and all proceeds of a condemnation proceeding, and shall be entitled to same in
16 preference to Grantee until the Mortgage/Deed of Trust is paid off and discharged,
17 notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.
18

19 (b) If the Mortgagee/Lender receives an assignment of leases, rents and profits of the
20 Protected Property as security or additional security for the loan secured by the
21 Mortgage/Deed of Trust, then the Mortgagee/Lender shall have a prior claim to the leases,
22 rents, and profits of the Protected Property and shall be entitled to receive the same in
23 preference to Grantee until the Mortgagee/Lender's debt is paid off or otherwise satisfied,
24 notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.
25

26 (c) The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt,
27 or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure
28 under it obtains ownership of the Protected Property. In the event of foreclosure or deed in
29 lieu of foreclosure, the Easement is not extinguished.
30

31 (d) Nothing contained in this section or in this Easement shall be construed to give
32 any mortgagee/Lender the right to violate the terms of this Easement or to extinguish this
33 Easement by taking title to the Protected Property by foreclosure or otherwise.
34

35 [Signature blocks]
36