

FISCAL NOTE

Ordinance/Motion No. 2002-
 Title: Negotiated Sale of Muary Island Sand and Gravel
 Affected Agency and/or Agencies: Parks Division
 Note Prepared By: Sharon Claussen
 Note Reviewed By: L. Addis

Impact of the above legislation on the fiscal affairs of King County is estimated to be:
Revenue to:

Fund/Agency	Fund Code	Revenue Source	Current Year	1st Year	2nd Year	3rd Year
Parks Division - 0340	000000010	private firm	2002	2003	2004	2005
(16 year agreement beginning in 2004) Fees to be negotiated upon adoption of ordinance			\$0	\$0	\$0-\$100,00	\$0-\$100,00+
TOTAL			\$0	\$0	\$0-\$100,00	\$0-\$100,00+

Expenditures from:

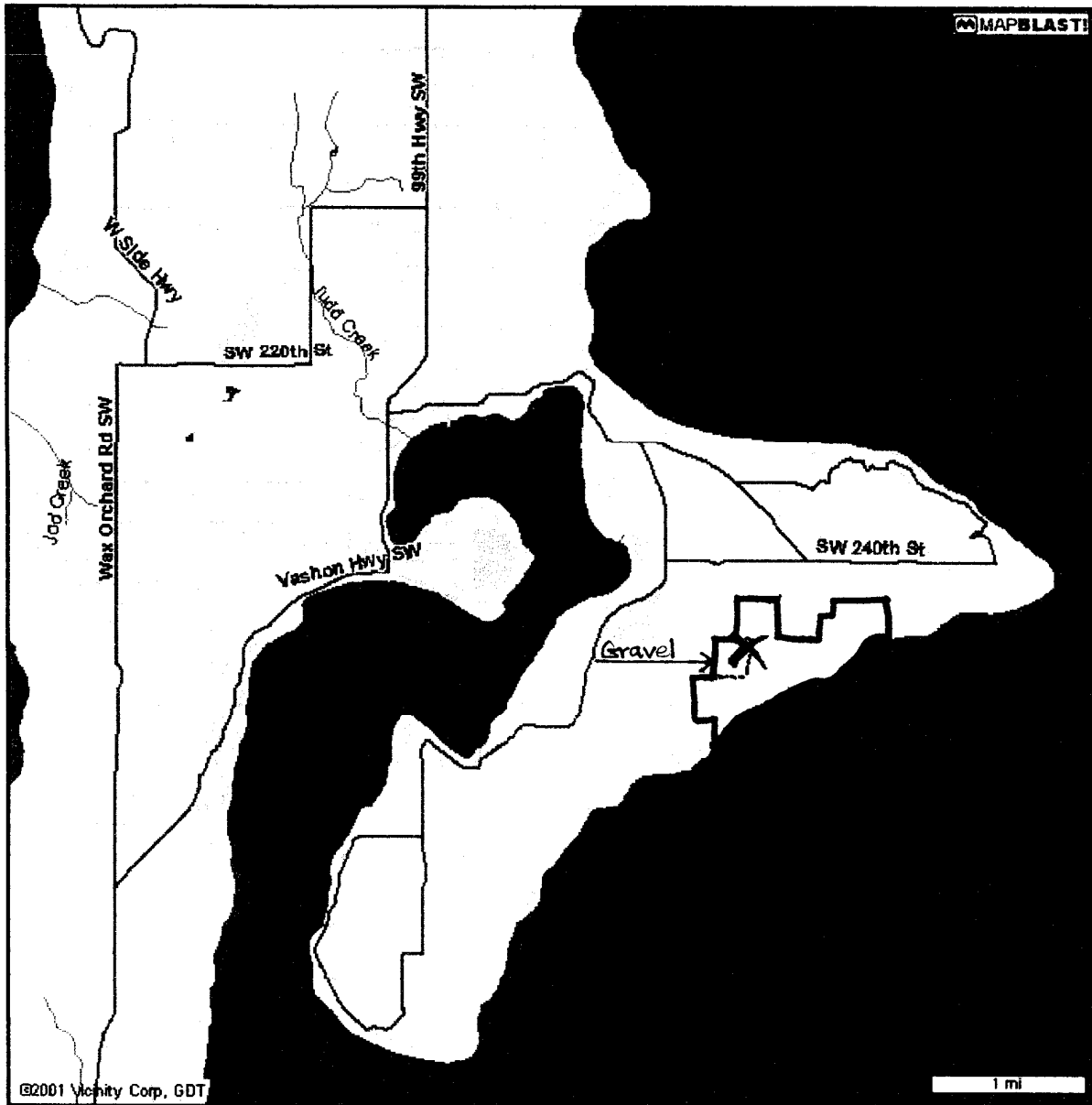
Fund/Agency	Fund Code	Department	Current Year	1st Year	2nd Year	3rd Year
Non-County agency: Vashon Sand & Gravel			2002	2003	2004	2005
TOTAL			\$0	\$0	\$0	\$0

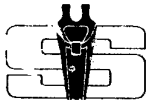
Expenditures by Categories

Fund Code	Department	Current Year	1st Year	2nd Year	3rd Year
n/a		2002	2003	2004	2005
TOTAL			\$0	\$0	\$0

2002 197

Maury, WA





STEWART TITLE COMPANY
of Washington, Inc.

"A Tradition
of Excellence"

2002 197

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD AT REQUEST OF

STEWART TITLE COMPANY OF WASHINGTON, INC.
1201 Third Avenue, Suite 3800
Seattle, Washington 98101-3055

File for Record at the Request of
[Signature]
King County Office of Open Space

WHEN RECORDED RETURN TO
Name KING COUNTY

Address 506 2ND AVENUE, STE 1621

City, State, Zip SEATTLE, WA 98104

Statutory Warranty Deed
THE GRANTOR MAURY ISLAND LAND COMPANY, A WASHINGTON CORPORATION

for and in consideration of SIX MILLION EIGHT HUNDRED SEVEN THOUSAND AND NO/100
in hand paid, conveys and warrants to KING COUNTY, A MUNICIPAL CORPORATION

the following described real estate, situated in the County of KING, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED
HEREIN

SUBJECT TO:
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN;

SEE EXHIBIT "C" ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN.

THIS DEED IS MADE IN LIEU OF AND UNDER THREAT OF THE EXERCISE OF
THE POWER OF EMINENT DOMAIN.

STW 250059-12

9409140817

A 104
A 126

Dated September 09, 1994

MAURY ISLAND LAND COMPANY

[Signature]

STATE OF WASHINGTON,)
County of) ss.

STATE OF WASHINGTON,)
County of King) ss.

I hereby certify that I know or have satisfactory evidence that

_____ is the person(s) who appeared before me,
and said person(s) acknowledged that (he, she, they) signed this instrument and
acknowledged it to be (his, her, their) free and voluntary act for the uses and
purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the State of Washington,

residing at _____

My appointment expires _____

I certify that I know or have satisfactory evidence that

Vern Scott is the person(s) who appeared before
me, and said person(s) acknowledged that (he, she, they) signed this instrument, an
oath stated that he is authorized to execute
the instrument and acknowledged it as the Director
of Maury Island Land Co to be the free and voluntary act
of such party for the uses and purposes mentioned in this instrument.

Dated: 9-14-94

Notary Public in and for the State of Washington,

residing at Bellevue

My appointment expires 2/24/98

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PARCEL A:

Government Lot 3, Section 21, Township 22 North, Range 3 East, W.M., in King County, Washington;

TOGETHER WITH second class tidelands situate in front of, adjacent to or abutting thereon.

PARCEL B:

That portion of Government Lot 1, Section 28, Township 22 North, Range 3 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the north line of said Government Lot 1, a distance of 500 feet east of the northwest corner thereof; thence south at right angles to said north line to the shoreline of Puget Sound; thence northeasterly along said shoreline to its intersection with the north line of said Government Lot 1; thence westerly along said north line to the point of beginning;

TOGETHER WITH that portion of second class tidelands situate in front of, adjacent to or abutting thereon.

PARCEL C:

The east half of the east half of the northeast quarter of the southeast quarter in Section 21, Township 22 North, Range 3 East, W.M., in King County, Washington.

PARCEL D:

The southwest quarter of the northwest quarter of Section 22, Township 22 North, Range 3 East, W.M., in King County, Washington.

PARCEL E:

The north half of the northwest quarter of the southwest quarter in Section 22, Township 22 North, Range 3 East, W.M., in King County, Washington.

PARCEL F:

Government Lot 4, Section 22, Township 22 North, Range 3 East, W.M., in King County, Washington;

TOGETHER WITH second class tidelands situate in front of, adjacent to or abutting thereon.

PARCEL G:

The south half of the northwest quarter of the southwest quarter of Section 22, Township 22 North, Range 3 East, W.M., in King County, Washington.

PARCEL H:

The southwest quarter of the northeast quarter; EXCEPT the west 330 feet of the north 660 feet thereof; AND EXCEPT that portion thereof, if any, lying within 59th Avenue Southwest;

ALSO all of Government Lots 1, 2 and 3;

TOGETHER WITH second class tidelands in front thereof to line of extreme low tide, All in Section 22, Township 22 North, Range 3 East, W.M., in King County, Washington.

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EXHIBIT "B"

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

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

PURPOSE:
The right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain an electric transmission and distribution line consisting of a single line of poles with necessary braces, guys and anchors, and to place upon or suspend from such poles transmission, distribution and signal wires, insulators, cross-arms, transformers and other necessary or convenient appurtenances

AREA AFFECTED:
As now constructed or as may be extended or relocated by mutual consent over that portion of Parcel H lying within the southwest quarter of the northeast quarter of Section 22, Township 22 North, Range 3 East, W.M., in King County, Washington, the exact location of which cannot be determined

RECORDED: October 23, 1958
RECORDING NUMBER: 4957723

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: County of King, a municipal
corporation

PURPOSE: For public road and/or highway
purposes

AREA AFFECTED: The north 30 feet of Parcels C and
E and the south 30 feet of Parcel D

RECORDED: August 17, 1966
RECORDING NUMBER: 6070348

3. ROAD MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, AS HERETO ATTACHED:

BY AND BETWEEN: Unreadable
DATED: June 3, 1985
RECORDED: June 13, 1985
RECORDING NUMBER: 8506130895
AFFECTS: Parcel H

REGARDING:
Said agreement contains a provision for bearing equal costs of maintenance, repair or reconstruction of said road by the common users.

4. RESTRICTIONS CONTAINED IN INSTRUMENT:

RECORDED: August 3, 1946
RECORDING NUMBER: 3594488
AFFECTS: Parcels A and B

INCLUDING BUT NOT LIMITED
TO THE FOLLOWING:

The second party herein covenants that it shall not, nor shall anyone claiming under it, make use of such lands, or any portion thereof, or permit the same to be used for the commercial sand and gravel business, and further covenants that neither it nor any person claiming under it or deriving title from it will remove or permit to be removed from said lands, or any portion thereof, any sand or gravel for construction purposes, except for use on the demised premises.

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5. Exceptions and Reservations contained in deed from the state of Washington, whereby the Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry; recorded under Recording Numbers 806076, 807307, 830440, 2033744 and 2080833.

Right of state of Washington or its successors, subject to payment of compensation therefor, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

AFFECTS: Parcel H

6. Exceptions and Reservations contained in deed from the state of Washington, whereby the Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry; recorded under Recording Numbers 990410 and 2020332.

Right of state of Washington or its successors, subject to payment of compensation therefor, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

AFFECTS: Parcel B

7. Exceptions and Reservations contained in deed from the state of Washington, whereby the Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry; recorded under Recording Numbers 1168335 and 2220861.

Right of state of Washington or its successors, subject to payment of compensation therefor, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

AFFECTS: Parcel F

8. Exceptions and Reservations contained in deed from the state of Washington, whereby the Grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry; recorded under Recording Number 2020331.

Right of state of Washington or its successors, subject to payment of compensation therefor, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

AFFECTS: Parcel A

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9. Question of location of lateral boundaries of said second class tide (or shore) lands.
10. Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.
11. Any claim of right, title or interest which may be asserted by the State of Washington or the public to the beaches or accretions to the uplands.
12. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
13. REQUEST FOR REVIEW:

RECORDED: November 30, 1993
RECORDING NUMBER: 9311302968

14. The following matter(s) disclosed by survey recorded under Recording Number 9206089003:

Right-of-way over the northerly portion of that portion of Parcel H lying within Government Lot 3.

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a. **Term Estate to Mine the Local Gravel Site:** Seller reserves an estate for a term of ten (10) years for that approximately 26-acre portion of the Property known as the Local Gravel Site (the "Site"), which Site is more particularly described on Exhibit "C". The Seller's use of the Site during this term estate, however, shall be limited to gravel mining only. These reserved rights do not include the right to transport the extracted gravel over the remainder of the Property or to use the remainder of the Property in any manner whatsoever. Prior to delivery of possession of the Site back to Buyer at the conclusion of the term, Seller shall restore the Site as required pursuant to Washington State Department of Natural Resources Reclamation Plan under permit number 70-010271 and remove any contaminants or hazardous materials which may then exist on the premises. No fewer than thirty (30) days prior to performing any such mining, Seller shall deliver a bond, in an amount and form acceptable to Buyer, securing Seller's obligation to perform such restoration. On or before September 1, 1996, Buyer may request Seller to modify its restoration plan so that the resulting topography of the Site better suits Buyer's open space and park purposes. Seller has established that the cost of performing the restoration required by the DNR permit will be \$229,500. Seller intends to perform this restoration continuously as it mines the Site. The amount equal to \$229,500 minus the amount of funds actually and reasonably expended by Seller on such restoration between September 1, 1994 and the date Buyer sends its request to modify the restoration plan shall hereinafter be referred to as the "Restoration Budget". The modified restoration plan that may be requested by Buyer (1) must meet all requirements of the Department of Natural Resources Permit, (2) must be able to be accomplished within the Restoration Budget, and (3) must not substantially interfere with Seller's normal mining and business practices. In determining whether or not the modified plan may be accomplished within the Restoration Budget, all costs shall be considered, including, without limitation, additional permits or bonds, lost mining opportunities and additional off-site material disposal costs. Buyer may make such request by sending Seller written notice thereof along with adequate engineering documents and a projected budget for accomplishing such modified plan. Seller shall review such documents and budget and shall approve such modified restoration plan unless Seller reasonably determines that the modified plan does not meet each of the three requirements set forth above. Seller shall send Buyer written notice of its approval of the modified plan or of its reasons for disapproval within 60 days of its receipt of Buyer's request. Failure to send such notice shall be deemed to be approval. If Seller disapproves of such plan it shall exercise its best efforts to suggest what changes should be made to the modified plan to allow the modified plan to meet the three conditions. Seller shall include these suggestions with its written notice of disapproval. Upon receipt of a notice of disapproval, Buyer may, within 60 days of receipt, accept Seller's suggested changes or, if Buyer believes Seller has not reasonably disapproved the modified plan, Buyer may request that the modified plan documents and budget be reviewed by a qualified engineering firm familiar with such mining and restoration activities. Buyer and Seller shall exercise good faith in mutually selecting such a firm. The cost of such review shall be borne equally by Buyer and Seller. Retention of such a reviewing engineer is intended to facilitate resolution of any disputes regarding the modified restoration plan but shall not limit the remedies otherwise available to the parties.

b. **Right of First Refusal to Mine Remainder:** In the event that Buyer offers for sale the right to extract gravel from the remainder of the Property and receives a bid to purchase such right acceptable to Buyer, Seller reserves to itself the right to purchase such right on the same terms and conditions as contained in such bid. Buyer shall notify Seller in writing within fifteen (15) days of the terms and conditions of such bid and Seller shall have thirty (30) days to notify Buyer in writing that it is exercising such right.

c. **Mining Water Rights:** Seller shall also have the right to appropriate water in connection with said mining uses under existing water rights for the Property on file with the Washington State Department of Ecology.

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MAURY ISLAND MARINE PARK
PARCEL #1

EXHIBIT C

LOCAL GRAVEL SITE

LEGAL DESCRIPTION

The East half of the East half of the Northeast quarter of the Southeast quarter of Section 21, Township 22 North, Range 3 East, W.M., in King County, Washington.

The West half of the West half and the West 200 feet of the East half of the West half, ALL in the Northwest quarter of the Southwest quarter of Section 22, Township 22 North, Range 3 East, W.M., in King County, Washington.

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**King County Department of Natural Resources and Parks
Division of Parks and Recreation**

January 18, 2002

TO: Carol Thompson, Property Services

FM:  Craig Larsen, Manager, Parks Division
Department of Natural Resources and Parks

RE: Maury Island Gravel Surplus

The Division of Parks and Recreation declares approximately 1-1.5 million cubic yards of sand and gravel deposit on a 26-acre portion of Maury Island Regional Park to be surplus solely for the purpose of selling it to be extracted and removed from the site. The sand and gravel is located on a 26-acre portion of the site currently being mined for gravel under the terms of the purchase and sale agreement for the property. This surplus will allow a continuation of that activity for a period not to exceed 16 years as allowed per Ordinance 11467 providing for the purchase of the site. (September 1, 2004 - September 1, 2020) This action will provide a local source of gravel to island residents. Proceeds from the sale of the gravel will be dedicated to the Park System.

For the stated reasons, the subject gravel is surplus to the needs of the Division of Parks and Recreation. Please call Sharon Claussen, Program Manager at 296-4135 if you have any additional questions or need additional assistance.

cc: Sharon Claussen, Program Manager, Parks Division, Department of Natural Resources and Parks