



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 23, 2015

Ordinance 18173

Proposed No. 2015-0434.1

Sponsors McDermott and Phillips

1 AN ORDINANCE authorizing the King County executive
2 to execute a lease amendment agreement for the use of
3 aquatic lands owned by Washington state adjacent to King
4 County's Maury Island natural area, the former Glacier
5 Northwest's site, to allow additional time for removal of the
6 existing dock improvements.

7 STATEMENT OF FACTS:

- 8 1. King County purchased the Maury Island natural area in 2010. This
9 property was owned by Glacier Northwest (now Cal Portland) and was
10 formerly a commercial mining operation. When the county acquired the
11 property, it assumed responsibility for the existing dock improvements
12 which were used for commercial mining purposes.
- 13 2. A five-year aquatic lease agreement was entered into on December 30,
14 2010, by and between King County as tenant, and Washington state,
15 acting and through the Department of Natural Resources, as the landlord.
16 The sole purpose of the aquatic lease is to allow for removal of all of the
17 improvements currently located on the state's aquatic lands adjacent to
18 King County's Maury Island natural area, formerly known as the Glacier
19 gravel mine when under Glacier Northwest ownership. The lease

20 agreement was recorded by the King County recorder's office under
21 recording number 20110112000541 and is identified by the state as Lease
22 No. 20-B12778.

23 3. The dock structure contains creosote-treated materials that leach
24 chemical compounds into beach and marine sediments causing toxic
25 conditions for organisms that live in and use these areas. The dock also
26 blocks sediment transport and creates shading along the critical nearshore,
27 displacing what could be valuable vegetated habitat. Removing the dock
28 structure will enhance the ecological value of the site and help restore the
29 site to its natural state.

30 4. The dock structure has not yet been removed from the site and the
31 Washington state Department of Natural Resources and the county need
32 additional time to ensure removal.

33 5. K.C.C 4A.100.070.D.4.b. states that any decision to extend a lease or
34 license for the possession or use of real property by the county beyond a
35 cumulative total of five years, whether memorialized through an option,
36 extension, amendment or new lease or license, must be approved by the
37 council before execution by the executive.

38 6. Washington state has the right to enter into this lease under chapter
39 43.12, chapter 43.30 and Title 79 RCW.

40 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

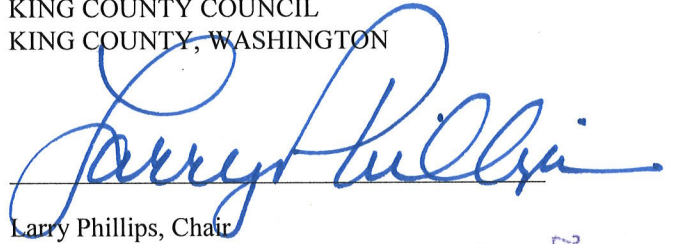
41 SECTION 1. The King County executive is hereby authorized to sign the aquatic
42 lands lease agreement with the Washington state Department of Natural Resources,

43 substantially in the form of Attachment A to this ordinance, and take all actions necessary
44 to implement the terms of the lease.
45

Ordinance 18173 was introduced on 10/26/2015 and passed by the Metropolitan King County Council on 11/23/2015, by the following vote:

Yes: 7 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Lambert,
Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 2 - Ms. Hague and Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 4th day of December, 2015.



← Dow Constantine, County Executive

Attachments: A. Washington State Department of Natural Resources Peter Goldmark -Commissioner of Public Lands Lease No 20-B12778

RECEIVED
2015 DEC -4 PM 2:57
CLERK
KING COUNTY COUNCIL

When recorded, return to:
King County
Department of Natural Resources and Parks
Attn: Kevin Brown
201 South Jackson Street, Suite 700
Seattle, WA 98104



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

AQUATIC LANDS AGREEMENT AMENDMENT

Lease No. 20-B12778

Grantor: Washington State Department of Natural Resources
Grantee(s): King County
Legal Description: Section 29, Township 22 North, Range 3 East, W.M.
Assessor's Property Tax Parcel or Account Number: 292203-9067
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Lease: 282203-9023

THIS LEASE AMENDMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and KING COUNTY a government agency/entity ("Tenant").

BACKGROUND

Lease No. 22-B12778 was entered into on the 30th day of December, 2010, by and between KING COUNTY as Tenant and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, as landlord ("State"), and recorded with the King County Auditor's office under recording number 20110112000541 (the "Agreement").

The parties now desire to amend this Agreement under the following terms and conditions:

THEREFORE, the parties agree as follows:

SECTION 1 AMENDMENTS

Section 3.1 of the Lease is amended to read as specified in Exhibit A attached hereto.

SECTION 2 EFFECTIVE DATE

The amended provisions shall become effective as of December 31, 2015.

SECTION 3 NO RELEASE

State does not release Tenant from any of its obligations under the Lease. Nothing in this Agreement shall be construed as a waiver of any rights of State under the Lease, including but not limited to the right to declare a default, if any exists, with respect to Tenant's failure, if any, to comply with the terms of the Lease whether such failure, if any, arose before or after this Agreement.

SECTION 4 CONFIRMATION OF AGREEMENT

All other terms of the Agreement not inconsistent with this Amendment are hereby affirmed and ratified.

SECTION 5 RECORDATION

At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Agreement, Tenant shall record this Agreement in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Agreement, State may record it and Tenant shall pay the costs of recording upon State's demand.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

KING COUNTY

Dated: _____, 20__

By: _____
BOB BURNS

Title: Deputy Director, Department of
Natural Resources and Parks

Address: 201 South Jackson Street, Suite 700
Seattle, WA 98104

Phone: 206-477-4520

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: _____
MEGAN DUFFY

Title: Deputy Supervisor for Aquatics and
Geology

Address: Shoreline District Aquatics
950 Farman Avenue North
Enumclaw, WA 98022-9282

Approved as to Form this
This 30th day of July 2015
Terry Pruit, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that BOB BURNS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the DEPUTY DIRECTOR of KING COUNTY DEPARTMENT OF NATURAL RESOURCES & PARKS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)
Notary Public in and for the State of
Washington, residing at

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of)

I certify that I know or have satisfactory evidence that MEGAN DUFFY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the DEPUTY SUPERVISOR FOR AQUATICS AND GEOLOGY of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)
Notary Public in and for the State of
Washington, residing at

My appointment expires _____

**EXHIBIT A
AMENDMENT TO LEASE LANGUAGE**

1. MODIFICATIONS

The following are changes that are made to Lease No. 20-B12778:

A. Section 3.1

Delete Section 3.1 in its entirety; and

Replace with:

3.1 Term Defined. The term of this Lease is 6 years and 6 months (the "Term"), beginning on the 30th day of December, 2010 (the "Commencement Date"), and ending on the 30th day of June, 2017 (the "Termination Date"), unless terminated sooner under the terms of this Lease.