



KING COUNTY FLOOD CONTROL DISTRICT

King County Courthouse
516 Third Avenue
Room 1200
Seattle, WA 98104

Signature Report

FCD Resolution FCD2025-10

Proposed No. FCD2025-10.2

Sponsors

1 A RESOLUTION of the Board of Supervisors of the King
2 County Flood Control Zone District authorizing King
3 County to execute real property covenants on certain real
4 property associated with the King County Flood Control
5 District's Home Buyout and Elevation Program.

6 WHEREAS, the King County Flood Control District operates the Home Buyout
7 and Elevation Program ("Program"), which, in part, funds the purchase of flood-prone
8 properties and structures through voluntary sales initiated by property owners of
9 structures located in flood-prone areas of King County, and

10 WHEREAS, pursuant to this program, the District's primary service provider,
11 King County, acquired seven parcels on the right bank of the Cedar River between 2007
12 and 2010, and two parcels on the left bank of the Cedar River in 2012, identified as King
13 County Tax Parcels 2323059142, 2323059205, 2323059063, 2323059062, 2323059043,
14 2323059141, 2323059098, 2223059155, and 2323059133 (the "Parcels"), and

15 WHEREAS, since acquiring these Parcels utilizing District funds, King County—
16 through the King County Mitigation Reserves Program ("MRP"), an "in-lieu fee" ("ILF")
17 program established pursuant to 33 CFR Part 332—utilized these parcels for the Elliot

FCD Resolution FCD2025-10

Bridge Mitigation Project, an off-channel habitat and floodplain reconnection project that restored approximately 11.5 acres on the right and left banks of the Cedar River, and

WHEREAS, as a component of the ILF, King County is required to grant restrictive covenants for the stated benefit of the United States Army Corps of Engineers and/or the Washington Department of Ecology to establish permanent site protections for these Parcels to ensure they, as mitigation sites, continue to provide ecological functions in perpetuity, and

WHEREAS, King County submitted a request to the District's Board of Supervisors for authorization to execute restrictive covenants for these Parcels restricting their use to preserve them as natural open space in perpetuity in furtherance of their continued inclusion in the ILF program, and made this request pursuant to King County Code 4.56.060.E.1.a, which requires District approval—by resolution—prior to the conveyance of any real property interest acquired on behalf of the District by King County, and

WHEREAS, the Board of Supervisors has no objection to the request from King County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:

SECTION 1. King County is authorized to execute the Declarations of Land Use Restriction and Real Property Covenants attached hereto as Exhibit A and Exhibit B and

FCD Resolution FCD2025-10

- 38 incorporated herein by this reference, and to take all action necessary to effectuate this
39 authorization.

FCD Resolution FCD2025-10 was introduced on 9/3/2025 and passed by the King County Flood Control District on 9/9/2025, by the following vote:

Yes: 9 - Balducci, Barón, Dunn, Dembowski, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON

Signed by:

B60CACB4B3EC49E...

Reagan Dunn, Chair

ATTEST:

DocuSigned by:

42A7D875B6B4420...

Russell Pethel, Clerk of the District

Attachments: Exhibit A: Declaration of Land Use Restriction and Real Property Covenant, Exhibit B: Declaration of Land Use Restriction and Real Property Covenant

When Recorded Mail To:

Seattle District U.S. Army Corps of Engineers
Regulatory Branch Mitigation Coordinator
4735 East Marginal Way South, Building 1202
Seattle, Washington 98134

**DECLARATION OF LAND USE RESTRICTION
AND REAL PROPERTY COVENANT**

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

The Beneficiary: United States Army Corps of Engineers.

Assessor's Tax Parcel ID#: 232305-9142, 232305-9205, 232305-9063, 232305-9062, 232305-9043, 232305-9141, and 232305-9098

This Declaration of Land Use Restriction and Real Property Covenant ("the real property covenant") is made this _____ day of _____ 2025, by King County, a political subdivision of the State of Washington, ("Declarant") for the benefit of the United States Army Corps of Engineers, referred to herein as "the Beneficiary".

WHEREAS, the Declarant makes the following recitals:

- A. Declarant is the sole owner in fee simple of the real property located in King County, Washington, legally described on Exhibit A (the "Property"). A map of the property is attached to and made part of this real property covenant, as Exhibit B.
- B. The Property possesses natural, open space and ecological values that are of great importance to Declarant and the Beneficiary. These values are referred to herein as the "Conservation Values" of the Property.
- C. The Property and this real property covenant is subject to the terms of the restrictions provided for in Statutory Warranty Deed recording number 20100730000589, incorporated by reference herein, in which the Property is subject to open space restrictions in perpetuity. 44 C.F.R. § 80.19(b)(4). Specifically, the Property shall be maintained in perpetuity as open space for the conservation of natural floodplain functions under 44 C.F.R. § 80.19. (These restrictions are referred to hereinafter as "Deed Restrictions")
- D. The Declarant is imposing a real property covenant on the Property in accordance with the terms of the King County Mitigation Reserves Final Program Instrument, dated

March 12, 2012, for the purposes of perpetually maintaining the Property as a mitigation site through the in-lieu fee component of the King County Mitigation Reserves Program and forever restricting the uses of the Property to those consistent with the Conservation Values.

The current use of, and improvements to, the Property are consistent with the conservation purposes of this real property covenant.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, terms, conditions and restrictions contained herein, Declarant, does hereby establish, subject to the Deed Restrictions, a real property covenant on the Property as follows:

1. *Declaration of Real Property Covenant*

Declarant voluntarily establishes this real property covenant in perpetuity over the Property on the terms and conditions set forth herein exclusively for the purpose of conserving the Conservation Values of the Property.

2. *Purpose*

It is the purpose of this real property covenant to ensure that the Property will be retained forever in a natural, open space and scenic condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Declarant and the Beneficiary intend that this real property covenant will confine the use of the Property to such activities as are consistent with the purpose of this real property covenant.

3. *Rights of the Beneficiary*

To accomplish the purpose of this real property covenant the following rights may be exercised by the Beneficiary:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Declarant's compliance with and otherwise enforce the terms of this real property covenant in accordance with Section 9; provided that, except in cases where the Beneficiary determines that immediate entry is required to prevent, terminate, or mitigate a violation of this real property covenant, such entry shall be upon prior reasonable notice to Declarant, and the Beneficiary shall not in any case unreasonably interfere with Declarant's quiet use and enjoyment of the Property;
- (c) To conduct, with reasonable prior notice to Declarant and upon mutual agreement between the parties on the scope of proposed activities (permission of Declarant shall not be unreasonably withheld), survey, site preparation, removal of invasive non-native riparian vegetation, installation of native plants, and other activities

associated with wetland restoration. Nothing herein shall be deemed to imply any obligation to perform such restoration activities; and

(d) To prevent any activity on or use of the Property that is inconsistent with the purpose of this real property covenant and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.

4. *Prohibited Uses*

Any activity on or use of the Property inconsistent with the purpose of this real property covenant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

(a) *Construction and Improvements.* The placement or construction, of any buildings, structures, or other improvements of any kind, including, without limitation, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines.

(b) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Property with concrete, asphalt, gravel, crushed rock, or any other paving or surfacing material or the construction of a road or trail, except that (i) within the mitigation project footprint, soft-surface trails may be constructed and maintained to facilitate implementation of habitat restoration actions; However, no soft surface trails for public use and access shall be constructed by King County within the mitigation project footprint without prior consultation with and approval by the Beneficiary; and (ii) outside of the mitigation project footprint, soft-surface trails may be constructed and maintained for low-impact passive recreational use, and/or to relocate unwanted trails out of the mitigation project footprint.

(c) *Commercial Development.* Any commercial or industrial use or activity on the Property, including but not limited to commercial recreational activities involving active recreation.

(d) *Agricultural Activities.* Any domestic animal grazing or agricultural activities of any kind; and application of biocides except when determined by mutual agreement between the parties (permission of Beneficiary shall not be unreasonably withheld) to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species and/or is the material recommended as best management practices by the King County Noxious Weed Control Program.

(e) *Introduced Vegetation.* The planting or introduction of non-native species of plants.

(f) *Waste Disposal.* The disposal, storage, or release of hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Property. The term “release” shall

mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term "hazardous substances" as used in this real property covenant shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

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

(h) *Signs.* The placement of commercial signs, billboards, or other commercial advertising material on the Property, except in connection with the sale or lease of the Property. This clause does not apply to non-commercial signage, such as site rules or informational signs as posted by the Declarant.

(i) *Mineral Development.* The exploration for, or development and extraction of, any minerals or hydrocarbons.

(j) *Vehicles.* The operation of motorized vehicles except as part of any hunting related activity or wetland creation or maintenance activity.

5. *Reserved Rights*

Declarant reserves any use of, or activity on, the Property that is not inconsistent with the purpose of the real property covenant and that is not prohibited herein. Without limiting the generality of the foregoing, Declarant 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) *Fence.* The right to install and maintain fences around the Property. The Beneficiary agrees not to remove or damage said fences.

6. *Responsibilities of Declarant Not Affected*

Other than as specified herein, this real property covenant is not intended to impose any legal or other responsibility on the Beneficiary, or in any way to affect any existing obligation of the Declarant as owner of the Property.

7. *The Beneficiary's Right to Restore the Property*

In the event that any of the Conservation Values of the Property are impaired, the Beneficiary shall have the right, but not the obligation, to restore all or portions of the Property.

8. *Access*

No right of access by the general public to any portion of the Property is created by this real property covenant.

9. *Enforcement*

The Beneficiary shall have the right to prevent and correct violations of the terms of this Real property covenant as set forth below.

(a) *Notice of Failure.* If the Beneficiary determines that the Declarant is in violation of the terms of this real property covenant or that a violation is threatened, the Beneficiary shall give written notice to Declarant of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this real property covenant, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Beneficiary.

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

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

(d) *Immediate Action Required.* If the Beneficiary, in its sole and absolute discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, The Beneficiary may

pursue remedies under this Section 9 without prior notice to Declarant or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* The rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Real property covenant. Declarant agrees that the remedies at law for any violation of the terms of this real property covenant are inadequate and Beneficiary shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Beneficiary may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) *Costs of Enforcement.* Provided the Beneficiary first provides Declarant with a Notice of Failure and Declarant fails to respond, all reasonable costs incurred by the Beneficiary in enforcing the terms of this real property covenant against Declarant, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Declarant's violation of the terms of this real property covenant shall be borne by Declarant. The substantially prevailing party in a judicial enforcement action regarding this Real property covenant shall be entitled to reimbursement of all reasonably incurred attorney fees and litigation expenses.

(g) *The Beneficiary's Discretion.* Any forbearance by the Beneficiary to exercise rights under this real property covenant in the event of any violation of any terms of this real property covenant shall not be deemed or construed to be a waiver of such term or of any rights under this real property covenant. No delay or omission by the Beneficiary in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Declarant's Control.* Nothing contained in this real property covenant shall be construed to entitle the Beneficiary to bring any action against Declarant to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Declarant's control, including, without limitation, fire, flood, storm, and earth movement, nor shall Declarant be required to take steps to abate or mitigate injury to the Property resulting from such causes.

10. *Alternate Dispute Resolution*

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

11. *Notice and Approval*

(a) *Notice.* Whenever notice is required under this real property covenant, the party required to give notice (“Notifying Party”) shall give reasonable written notice prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this real property covenant.

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

12. *Notice of Transfer of Property by Declarant and Successor and Assigns*

Anytime the Property itself, or any interest in it is transferred by the Declarant to a third party, the Declarant, its successors and assigns, shall notify the Beneficiary in writing, and the document of conveyance shall expressly refer to this real property covenant.

13. *Termination of Real property Covenant*

- (a) *Frustration of Purpose.* This real property covenant may only be terminated with the concurrence of the Beneficiary.
- (b) *Economic Value.* The fact that any use of the Property that is expressly prohibited by this real property covenant, or any other use as determined to be inconsistent with the purpose of this real property covenant, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted thereunder, has been considered by the Declarant in granting this real property covenant. It is the intent of both Declarant and the Beneficiary that any such changes shall not be assumed to be circumstances justifying the termination or extinguishment of this real property covenant pursuant to this section.

14. *Modification*

This real property covenant may be amended only with the concurrence of the Beneficiary, provided that any such amendment shall be consistent with the purpose of the real property covenant and shall not affect its perpetual duration. All amendments shall be in writing, approved by the Beneficiary and recorded in the real property records of King County.

15. *Interpretation*

This real property covenant shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. *Perpetual Duration*

This real property covenant shall be a binding servitude running with the land in perpetuity.

17. *Notices*

Any notices required by this real property covenant shall be in writing and shall be personally delivered or sent by first class mail to the Declarant, at the following address, unless the Beneficiary has been notified of a change of address.

To Declarant:

King County Department of Natural Resources and Parks
Mitigation Reserves Program
201 South Jackson Street, Suite 6300
Seattle, WA 98104

18. *Severability*

If any provision of this real property covenant is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

EXHIBIT A
Legal Description

232305-9142:

That portion of Government Lot 8, Section 23, Township 23 North, Range 5 East, W.M., in King County, Washington, lying Northerly of the Cedar River and Southerly of Elliott Bridge Relocation Road and West of a line described as follows:

Beginning at the intersection of the Southerly margin of Jones Road with the East line of said Government Lot 8;
Thence along said Southerly margin North 62°22'11" West 501.62 feet;
Thence South 08°28'24" West 155.03 feet;
Thence South 09°25'33" East 59.23 feet;
Thence South 23°44'09" West to the Northerly bank of the Cedar River and the terminus of said line;

(Also known as Lot A of King County Lot Line Adjustment Number L94L0061, recorded under Recording Number 9408099001).

232305-9205:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF JONES ROAD WITH THE EAST LINE OF SAID GOVERNMENT LOT 8;
THENCE ALONG SAID SOUTHERLY MARGIN NORTH 62°22'11" WEST 398.36 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 62°22'11" WEST 103.26 FEET;
THENCE SOUTH 08°28'24" WEST 155.03 FEET;
THENCE SOUTH 09°25'33" EAST 59.23 FEET;
THENCE SOUTH 23°44'09" WEST TO THE NORTHERLY BANK OF THE CEDAR RIVER;
THENCE EASTERLY ALONG SAID BANK TO A POINT THAT BEARS SOUTH 08°28'24" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 08°28'24" EAST TO THE TRUE POINT OF BEGINNING;
LESS COUNTY ROAD;

(ALSO KNOWN AS LOT B OF BOUNDARY LINE ADJUSTMENT NO. L94L0061, RECORDED UNDER RECORDING NO. 9408099001).

232305-9063:

Parcel A:

Beginning At The Intersection Of The Southwesterly Margin Of J. E. Jones Road And The Easterly Line Of Government Lot 8, In Section 23, Township 23 North, Range 5 East, W.M., In King County, Washington;
Thence North 62°22'11" West 288 Feet To The True Point Of Beginning;
Thence Continuing North 62°22'11" West 105 Feet;
Thence South 6°50'00" West 320 Feet, More Or Less, To The North Bank Of The Cedar River;
Thence Easterly Along Said Bank, A Distance Of 105 Feet, More Or Less, To A Point Which Bears South 6°50'00" West 293 Feet, More Or Less, From The True Point Of Beginning;
Thence North 6°50'00" East 293 Feet, More Or Less To The Point Of Beginning;
Except That Portion Thereof Condemned In King County Superior Court Cause No. 414414 For County Road.

Parcel B:

All That Portion Of Lot 'C' (New) As Delineated On Boundary Line Adjustment L94L0061, Recorded Under Recording Number 9408099001, Lying Easterly Of The Following Described Line:

Beginning At The Intersection Of The Southerly Margin Of Jones Road With The East Line Of Government Lot 8 In Section 23, Township 23 North, Range 5 East, W.M., In King County, Washington;
Thence Along Said Southerly Margin North 62°22'11" West 398.36 Feet To The True Point Of Beginning Of The Line To Be Described;
Thence South 8°28'24" West A Distance Of 337.86 Feet To The Northerly Bank Of The Cedar River, And The Terminus Of Said Line;
Except That Portion Thereof Condemned In King County Superior Court Cause No. 414414 For County Road.

(Said Parcels A and B Being Known As Lot C, King County Boundary Line Adjustment No. L94L0061, Recorded Under Recording Number 9408099001, In King County, Washington).

232305-9062 & 232305-9043:

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOW:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID GOVERNMENT LOT 8 WITH THE SOUTHWESTERLY MARGIN OF THE J. E. JONES ROAD;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY MARGIN 200 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID LINE 88 FEET;
THENCE SOUTHERLY PARALLEL TO THE EAST LINE OF SAID GOVERNMENT LOT 8 TO THE NORTH BANK OF THE CEDAR RIVER;
THENCE EASTERLY ALONG SAID NORTH BANK TO THE SOUTHWEST CORNER OF A TRACT SOLD TO JOHN J. BRAMBLETT AND THELMA BRAMBLETT, HUSBAND AND WIFE, BY A REAL ESTATE CONTRACT RECORDED SEPTEMBER 6, 1966, UNDER RECORDING NO. 60779889;
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID CONVEYED TRACT TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 8, SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOW:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID GOVERNMENT LOT 8 WITH THE SOUTHWESTERLY MARGIN OF THE J. E. JONES ROAD;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY MARGIN 288 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 06°50'00" WEST TO THE NORTH BANK OF THE CEDAR RIVER;
THENCE EASTERLY ALONG SAID NORTH BANK TO THE SOUTHWESTERLY CORNER OF A TRACT OF LAND CONVEYED TO PATRICK SCRIBNER, AN UNMARRIED INDIVIDUAL BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NO. 8504290586;
THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID CONVEYED TRACT TO THE TRUE POINT OF BEGINNING.

232305-9141:

That portion of Government Lot 8 in Section 23, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the East line of said Government Lot 8 with the Southwesterly margin of the J.E. Jones Road;
Thence Northwesterly along said road 100 feet to the true point of beginning;
Thence Northwesterly along said road Margin 100 feet;
Thence Southerly parallel to the East line of said Government Lot 8 to the North Bank of the Cedar River;
Thence Easterly along said River Bank to a point on a line extending Southerly parallel to the East line of said Government Lot 8 from the true point of beginning;
Thence Northerly parallel to the East line of said Government Lot 8 to the true point of beginning.

Exhibit A

232305-9098:

That portion of Government Lot 8, Section 23, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the East line of said Government Lot 8 with the southwesterly margin of J.E. Jones Road (Southeast Jones Road);

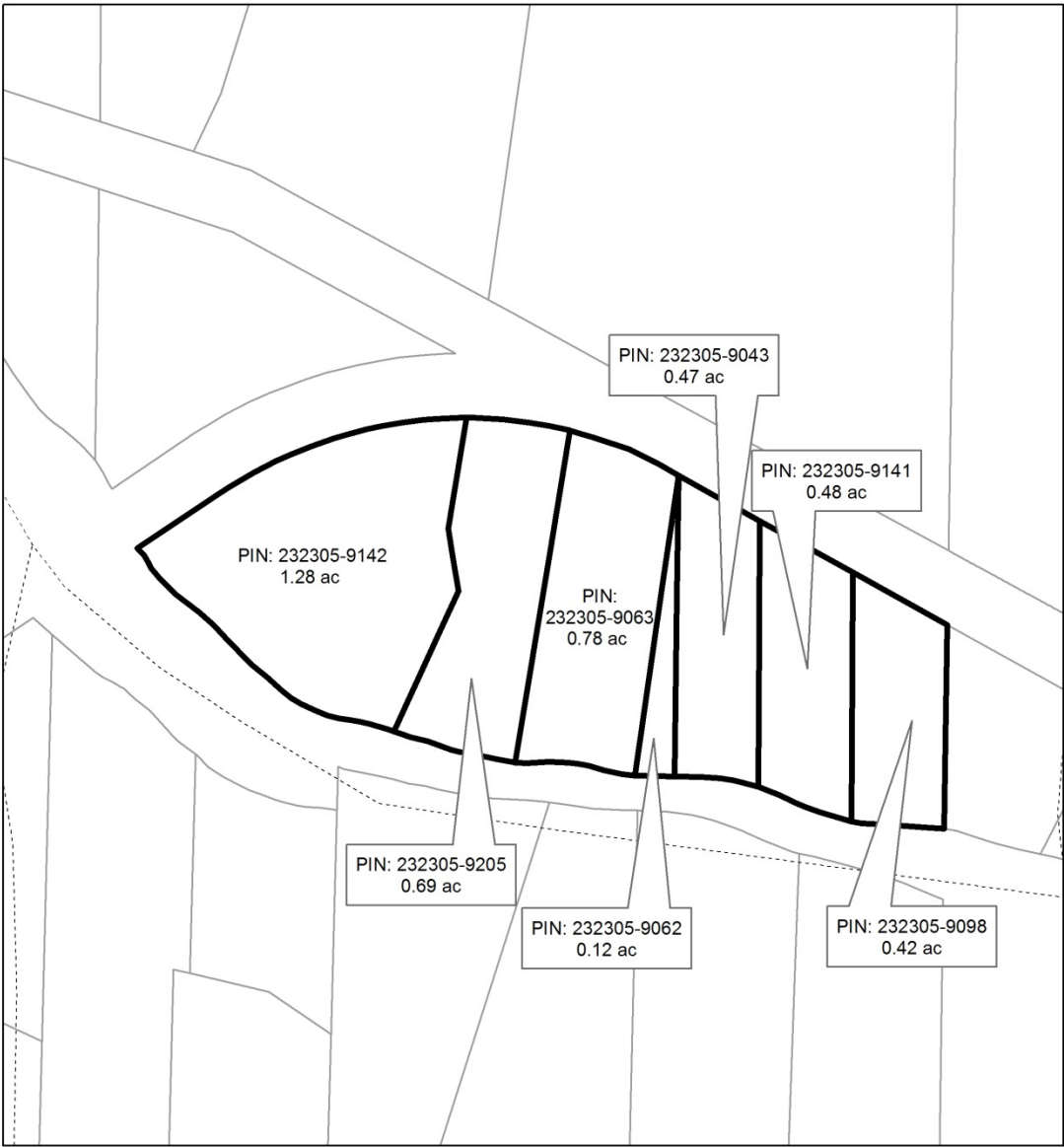
Thence northwesterly along said road margin 100 Feet;

Thence southerly parallel to the East line of Said Government Lot 8 to the North bank of the Cedar River;

Thence easterly along said river bank to the East line of said Government Lot 8;

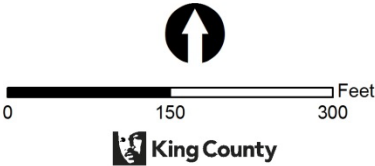
Thence northerly along said East line to the point of beginning.

EXHIBIT B
Protected Property



LEGEND

-  Protected Property (4.24 acres)
-  Watercourses
-  Other KC Parcel Boundaries



When Recorded Mail To:

Seattle District U.S. Army Corps of Engineers
Regulatory Branch Mitigation Coordinator
4735 East Marginal Way South, Building 1202
Seattle, Washington 98134

**DECLARATION OF LAND USE RESTRICTION
AND REAL PROPERTY COVENANT**

Declarant: King County, a home rule charter county and political subdivision of the State of Washington

Beneficiary: State of Washington Department of Ecology and the United States Army Corps of Engineers.

Abbreviated Legal Description: Ptn of Govt Lt 2/NE ¼ Section 22, T23N,R05E; Ptn of Govt Lt 9/NW ¼ Section 23, T23N,R05E & Lt. 1 KCSP No. 1187005

Assessor's Tax Parcel IDs: 222305-9134, 222305-9105, 232305-9088, 222305-9104, 232305-9097, 222305-9155, and 232305-9133.

This Declaration of Land Use Restriction and Real Property Covenant (the "Real Property Covenant") is made this _____ day of _____, 2025 by King County, a home rule charter county and political subdivision of the State of Washington ("Declarant"), for the benefit of the State of Washington Department of Ecology and of the United States Army Corps of Engineers, referred to herein as "the Beneficiary".

WHEREAS, the Declarant makes the following recitals:

A. Declarant is the sole owner in fee simple of the real property located in King County, Washington, legally described on Exhibit A (the "Property") and depicted on Exhibit B, which are attached to and made a part of this Real Property Covenant.

B. The Property possesses natural, open space, and ecological, values that are of great importance to Declarant and the Beneficiary. These values are referred to herein as the "Conservation Values" of the Property.

C. The Declarant is creating a Real Property Covenant on this Property in accordance with the Elliott Bridge Reach Off-Channel Habitat and Floodplain Reconnection Project ("Mitigation Plan"), developed in compliance with United States Army Corps of Engineers Permit # NWS-2009-495. This Real Property Covenant is a condition of Permit # NWS-2009-495 that was issued to King County.

D. The Property also possesses opportunities to further enhance Conservation Values through future restoration activities that may include, but not be limited to, side channel construction, connections to Madsen Creek, bridge abutment removal, road reconfiguration, and levee removal or setback on or adjacent to the Property.

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, Declarant, does hereby establish a Real Property Covenant on the Property as follows:

1. *Declaration of Real Property Covenant*

Declarant voluntarily establishes this Real Property Covenant in perpetuity over the Property, subject to the Permitted Exceptions attached as Exhibit C, on the terms and conditions set forth herein exclusively for the purpose of conserving the Conservation Values of the Property.

2. *Purpose*

It is the purpose of this Real Property Covenant to ensure that the Property will be retained forever in a natural, open space and scenic condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Declarant and the Beneficiary intend that this Real Property Covenant will confine the use of the Property to such activities as are consistent with the purpose of this Real Property Covenant.

3. *Rights of the Beneficiary*

To accomplish the purpose of this Real Property Covenant the following rights may be exercised by the Beneficiary:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Declarant's compliance with and otherwise enforce the terms of this Real Property Covenant in accordance with Section 9; provided that, except in cases where the Beneficiary determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Real Property Covenant, such entry shall be upon prior reasonable notice to Declarant;
- (c) To conduct, with reasonable prior notice to Declarant, survey, site preparation, removal of invasive non-native vegetation, installation of native plants, and other activities associated with aquatic resource mitigation. Nothing herein shall be deemed to imply any obligation to perform such restoration activities; and
- (d) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Real Property Covenant and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.

4. *Prohibited Uses*

Any activity on or use of the Property inconsistent with the purpose of this Real Property Covenant is prohibited, with the exception of those construction and maintenance activities performed in accordance with the Mitigation Plan and subject to the Permitted Exception attached as Exhibit C. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

(a) *Construction and Improvements.* Excavation or placement or construction of any buildings, structures, or other improvements of any kind, including, without limitation, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines.

(b) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail.

(c) *Commercial Development.* Any commercial or industrial use or activity on the Property, including, but not limited to, commercial recreational activities involving active recreation.

(d) *Agricultural Activities.* Any domestic animal grazing or agricultural activities of any kind; and application of biocides except when determined by the Beneficiary to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species.

(e) *Introduced Vegetation.* The planting or introduction of non-native species of plants.

(f) *Waste Disposal.* The disposal, storage, or release of yard waste, hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Property. The term “release” shall mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term “hazardous substances” as used in this Real Property Covenant shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

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

(h) *Hunting.* Conducting or allowing hunting activities, including construction of blinds, camping areas, access trails, and any other hunting related activities.

(i) *Signs.* The placement of commercial signs, billboards, or other commercial advertising material on the Property. This clause does not apply to non-commercial signage, such as site rules or informational signs as posted by the Declarant.

(j) *Mineral Development.* The exploration for, or development and extraction of, any minerals or hydrocarbons.

(k) *Vehicles.* The operation of motorized vehicles except as part of any aquatic resource creation or maintenance activity.

(l) *Division of Property.* No division of the protected Property or transfer of a portion of the protected Property shall be permitted without prior approval from Beneficiary.

5. *Reserved Rights*

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

(a) *Maintenance, Monitoring and Emergencies.* The right to undertake activities necessary to maintain and monitor the Conservation Values and 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) *Fence.* With reasonable prior notice and approval from the Beneficiary, which will not be unreasonably withheld or delayed, the right to install and maintain fences around the Property, and the Beneficiary agrees not to remove or damage said fences.

(c) *Road and Cul-de-Sac Relocation.* The right, but not the obligation, to relocate 149th Ave SE and the associated cul-de-sac to increase habitat connectivity, provided that such removal or relocation provides values that are equal to or greater than the Conservation Values, and provided further, that removal or relocation activities occur after the performance period of the Mitigation Plan. 149th Ave SE or cul-de-sac relocation proposals shall require evaluation of effects on Conservation Values and permission from the Beneficiary, which permission shall not be unreasonably withheld. Any areas where Conservation Values are detrimentally impacted by such relocation activities will be restored or offset by Declarant. Declarant agrees to notify Beneficiary at least 90 days prior to relocation of 149th Ave SE or the associated cul-de-sac.

(d) *Levee Removal or Setback Levee.* The right, but not the obligation, to remove the existing levee, or to construct a levee setback project on the Property, provided that such removal or project provides values that are equal to or greater than the Conservation Values, and provided further, that removal or project activities occur after the performance period of the Mitigation Plan. Levee removal or setback levee proposals shall require evaluation of effects on Conservation Values and permission from the Beneficiary, which permission shall not be unreasonably withheld. A levee removal or setback project that results in mitigation project footprint areas becoming part

of the active river channel are considered for the purposes of this Real Property Covenant to provide values equal to or greater than the Conservation Values. Any other areas where Conservation Values are detrimentally impacted by such removal or project activities will be restored or offset by Declarant. Declarant agrees to notify Beneficiary at least 90 days prior to levee removal or construction of a levee setback.

(e) *Improvements to Hydrologic Connection.* The right, but not the obligation, to increase connectivity with the Cedar River or Madsen Creek on the Property, provided that such connectivity provides values that are equal to or greater than the Conservation Values, and provided further, that connection activities occur after the performance period of the Mitigation Plan. Proposals to alter the Property to increase the connectivity with the Cedar River or Madsen Creek shall require evaluation of effects on Conservation Values and permission from the Beneficiary, which permission shall not be unreasonably withheld. A project that results in portions of the Property becoming part of the active river channel are considered for the purposes of this Real Property Covenant to provide values equal to or greater than the Conservation Values. Any areas where Conservation Values are detrimentally impacted by such project activities will be restored or offset by Declarant. Declarant agrees to notify Beneficiary at least 90 days prior to connectivity project.

6. *Responsibilities of Declarant Not Affected.*

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

(a) *Taxes.* Declarant shall continue to be solely responsible for payment of all taxes and assessments levied against the Property.

(b) *Upkeep and Maintenance, Costs, Legal Requirements, and Liabilities.* Declarant retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property subject to the terms of the Mitigation Plan. Declarant remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Real Property Covenant and conducted by Declarant their agents or employees.

(c) *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any hazardous substances, Declarant agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required. Should Declarant become aware of the release of any hazardous substances on the Property, Declarant shall make best efforts to inform the other of such release as soon as possible.

(d) *Control.* Nothing in this Real Property Covenant shall be construed as giving rise to any right or ability in Beneficiary to exercise physical or managerial control over the day-to-day operations of the Property, or any of Declarant's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive

Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or the Model Toxics Control Act, as amended (“MTCA”).

7. *The Beneficiary’s Right to Restore the Property*

In the event that any of the Conservation Values of the Property are impaired, the Beneficiary shall have the right, but not the obligation, to restore all or portions of the Property.

8. *Access*

No right of access by the general public to any portion of the Property is created by this Real Property Covenant.

9. *Enforcement*

The Beneficiary shall have the right to prevent and correct violations of the terms of this Real Property Covenant as set forth below.

(a) *Notice of Failure.* If the Beneficiary determines that the Declarant is in violation of the terms of this Real Property Covenant or that a violation is threatened, the Beneficiary shall give written notice to Declarant of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Real Property Covenant, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Beneficiary.

(b) *Declarant’s Failure to Respond.* In addition to the rights granted in Section 3, including the right of entry, the Beneficiary may bring an action as provided for in Section 9(c) below if Declarant fails to cure the violation within thirty (30) days after receipt of notice thereof from the Beneficiary; fails to begin curing such violation within the thirty (30) day period under circumstances where the violation cannot reasonably be cured within the thirty (30) day period; or fails to continue diligently to cure such violation until finally cured.

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

(d) *Immediate Action Required.* If the Beneficiary, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, The Beneficiary may pursue remedies under this

Section 9 without prior notice to Declarant or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* The rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Real Property Covenant. Declarant agrees that the remedies at law for any violation of the terms of this Real Property Covenant are inadequate and Beneficiary shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Beneficiary may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) *Costs of Enforcement.* Provided the Beneficiary first provides Declarant with a Notice of Failure and Declarant fails to respond, all reasonable costs incurred by the Beneficiary in enforcing the terms of this Real Property Covenant against Declarant, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Declarant's violation of the terms of this Real Property Covenant shall be borne by Declarant. The substantially prevailing party in a judicial enforcement action regarding this Real Property Covenant shall be entitled to reimbursement of all reasonably incurred attorney's fees and litigation expenses.

(g) *The Beneficiary's Discretion.* Any forbearance by the Beneficiary to exercise rights under this Real Property Covenant in the event of any violation of any terms of this Real Property Covenant shall not be deemed or construed to be a waiver of such term or of any rights under this Real Property Covenant. No delay or omission by the Beneficiary in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Declarant's Control.* Nothing contained in this Real Property Covenant shall be construed to entitle the Beneficiary to bring any action against Declarant to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Declarant's control, including, without limitation, fire, flood, storm, and earth movement, nor shall Declarant be required to take steps to abate or mitigate injury to the Property resulting from such causes.

10. *Alternate Dispute Resolution*

If a dispute arises between the parties concerning the consistency of any proposed use or activity with this Real Property Covenant, the parties shall attempt to resolve the dispute through informal discussion. The parties may also agree to refer the dispute to mediation and shall select a single mediator to hear the matter. Each party shall bear its own costs, including attorney's fees, if mediation is pursued under this Section 10. The parties shall share equally the fees and expenses of the mediator.

11. *Notice and Approval*

(a) *Notice.* Whenever notice is required under this Real Property Covenant, the party required to give notice (“Notifying Party”) shall give reasonable written notice prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this Real Property Covenant.

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

12. *Notice of Transfer of Property by Declarant and Successor and Assigns*

Anytime the Property itself, or any interest in it is transferred, or a legal claim is established by the Declarant to a third party, the Declarant, its successors and assigns, shall notify the Beneficiary in writing at least 60 days in advance of such action and the document of conveyance, transfer or establishment shall expressly refer to this Real Property Covenant.

13. *Termination of Real Property Covenant*

(a) *Frustration of Purpose.* This Real Property Covenant may only be terminated with the concurrence of the Beneficiary in the event the purpose for this covenant can no longer be fulfilled due to circumstances beyond the Declarant’s control but not to include a failure to enforce the terms of this restrictive covenant. In that event, concurrence with the termination of this Real Property Covenant must be received from the Shorelands and Environmental Assistance Program Manager of the State of Washington Department of Ecology and the District Engineer of the Seattle District of the U.S. Army Corps of Engineers.

(b) *Economic Value.* The fact that the Property may become greatly more economically valuable if it were used in a manner that is either expressly prohibited by this Real Property Covenant or inconsistent with the purpose of this Real Property Covenant, or that neighboring properties may in the future be put entirely to uses that would not be permitted hereunder, has been considered by the Declarant in granting this Real Property Covenant. It is the intent of both Declarant and the Beneficiary that any such change in the economic value of the Property from other use shall not be assumed to be circumstances justifying the termination or extinguishment of this Real Property Covenant pursuant to this section.

14. *Modification*

This Real Property Covenant may be amended only with the concurrence of the Beneficiary, provided that any such amendment shall be consistent with the purpose of the Real Property Covenant and shall not affect its perpetual duration. All amendments shall be in writing, approved by the Beneficiaries and recorded in the real property records of King County, Washington.

15. *Interpretation*

This Real Property Covenant shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. *Perpetual Duration*

This Real Property Covenant shall be a binding servitude running with the land in perpetuity.

17. *Notices*

Any notices required by this Real Property Covenant shall be in writing and shall be delivered personally, by first class mail, or electronically. Any notices delivered personally or by first class mail shall be sent to the following addresses unless the Notifying Party has been notified of a change of address. Any notices delivered electronically shall have a read receipt or delivery confirmation or both. The Notifying Party giving electronic notice shall bear the burden of proving when such notice was delivered.

To Declarant:

King County Department of Natural Resources and Parks
Attn: Mitigation Reserves Program
201 South Jackson Street, Suite 6300
Seattle, Washington 98134

To Beneficiary:

State of Washington Department of Ecology
Attn: Wetlands Section Manager
Shorelands and Environmental Assistance Program
P.O. Box 47600
Olympia, Washington 98504-7600

U.S. Army Corps of Engineers
Attn: Regulatory Branch Mitigation Coordinator
4735 East Marginal Way South, Building 1202
Seattle, Washington 98134

18. *Severability*

If any provision of this Real Property Covenant is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

19. *Entire Agreement*

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

IN WITNESS WHEREOF, the Declarant has set its hands on the date first written above.

Declarant:

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss
County of _____)

On this ____ day of _____, 2025, before me the undersigned, a Notary Public for the State of Washington, personally appeared _____ who stated on oath that he or she is _____ and authorized to execute the within instrument on behalf of said King County and acknowledged said instrument as the free and voluntary act of the King County for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.

Notary Public for the State of Washington
Residing at _____
My Commission expires: _____

EXHIBIT A

Legal Description

The following parcels of real property located in King County, Washington:

222305-9155:

Lot 1, King County Short Plat Number 1187005, recorded under Recording Number 8908240561, said short plat, described as follows:

That portion of Government Lot 2 of Section 22, Government Lot 9 of Section 23, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at the quarter corner common to said Sections 22 and 23;
 thence North $0^{\circ}20'10''$ East along the line common to said sections a distance of 496.59 feet;
 thence South $79^{\circ}55'50''$ East 200.03 feet, more or less, to the Westerly line of abandoned County Road No. 1244 and the point of beginning of this description;
 thence North $79^{\circ}55'50''$ West 345.43 feet;
 thence South $14^{\circ}18'07''$ West 340.78 feet to intersect a line parallel to and 320 feet Northerly "measured at right angles" from the Northerly margin of the Columbia & Puget Sound Railway right-of-way;
 thence South $75^{\circ}41'53''$ East along said parallel line 364.02 feet to the Westerly margin of the J.E. Jones Road;
 thence Northerly along the Westerly margin of the J.E. Jones Road and the Westerly line of said abandoned County Road No. 1244 to the point of beginning;
 EXCEPT that portion thereof conveyed to King County for additional right-of-way for J.E. Jones Road by Quit Claim Deed recorded under King County Recording Number 6233045.

Being a portion of the Northwest quarter of Section 23, Township 23 North, Range 5 East, W.M.

232305-9097 and 222305-9104:

THAT PORTION OF GOVERNMENT LOT 2 OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M. AND OF GOVERNMENT LOT 9 OF SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING ON THE WEST LINE OF SAID SECTION 23 AT A POINT 496.59 FEET NORTH OF THE WEST QUARTER CORNER OF SAID SECTION 23;
 THENCE NORTH 80°15'00" WEST 145.40 FEET;
 THENCE NORTH 15°00'53" EAST 166 FEET TO A POINT WHICH BEARS NORTH 80°15'00" WEST FROM A POINT ON THE WEST LINE OF SAID SECTION 23 DISTANT 665.14 FEET NORTH OF THE WEST QUARTER CORNER OF SAID SECTION 23;
 THENCE SOUTH 80°15'00" EAST 281 FEET, MORE OR LESS, TO THE WESTERLY LINE OF ABANDONED ROAD;
 THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS NORTH 80°15'00" WEST;
 THENCE NORTH 80°15'00" WEST 197.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
 EXCEPT ANY PORTION THEREOF LYING EAST OF THE WESTERLY LINE OF A STRIP OF LAND DEEDED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 820283.

222304-9134, 222305-9105, and 232305-9088:

PARCEL A:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 665.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 80°15' WEST 101.55 FEET;
THENCE NORTH 15°00'53" EAST 368 FEET, MORE OR LESS, TO THE SOUTH MEANDER LINE OF CEDAR RIVER;
THENCE SOUTHEAST ALONG SAID MEANDER LINE TO THE EAST SECTION LINE OF SECTION 22;
THENCE SOUTH TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 2, SECTION 22, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22;
THENCE NORTH 0°20'10" EAST ON THE EAST LINE OF SAID SECTION A DISTANCE OF 665.14 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 79°55'50" WEST A DISTANCE OF 211.55 FEET, MORE OR LESS, TO A FENCE;
THENCE NORTH 12°29'25" EAST TO THE MEANDER LINE OF CEDAR RIVER;
THENCE SOUTHEASTERLY ALONG SAID MEANDER LINE TO THE EAST LINE OF SAID SECTION 22;
THENCE SOUTH TO THE POINT OF BEGINNING;
EXCEPT ANY PORTION LYING WITHIN THE ABOVE DESCRIBED PARCEL A.

PARCEL C:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;
THENCE NORTH 665.14 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 80°15' EAST 179.45 FEET TO THE WEST RIGHT OF WAY LINE OF ABANDONED ROAD;
THENCE NORTH 17°16' WEST 271.68 FEET, MORE OR LESS, TO THE SOUTH MEANDER LINE OF THE CEDAR RIVER;
THENCE NORTHWEST ALONG SAID MEANDER LINE TO THE WEST SECTION LINE OF SECTION 23;
THENCE SOUTH TO THE POINT OF BEGINNING;
EXCEPT ANY PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 820283;
ALSO EXCEPT ANY PORTION LYING WITHIN ABANDONED COUNTY ROAD NO. 1244.

232305-9133:

THAT PORTION OF GOVERNMENT LOT 9, SECTION 23, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT WITH THE WESTERLY LINE OF THE RIGHT OF WAY OF OLD COUNTY ROAD AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 820283; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE NORTHWESTERLY LINE OF ELLIOTT BRIDGE ROAD AS DESCRIBED IN KING COUNTY SUPERIOR COURT CAUSE NO. 414414;

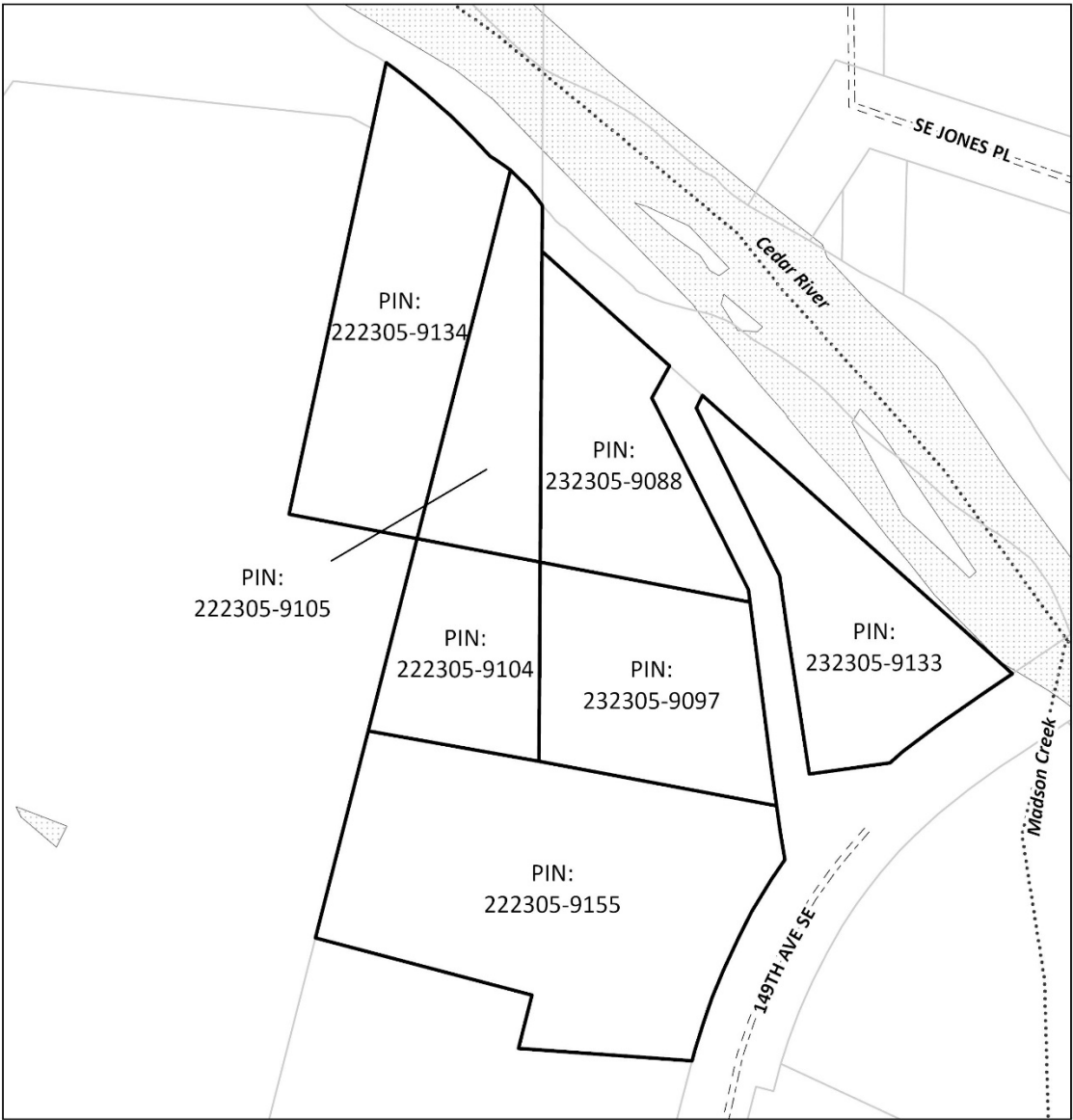
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE NORTHERLY LINE OF SAID GOVERNMENT LOT; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 820283;

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED DECEMBER 19, 2003 UNDER RECORDING NO. 20031219001122.

EXHIBIT B

Property Map



- Property
- King County Parcels
- Streets
- Open Water
- Stream

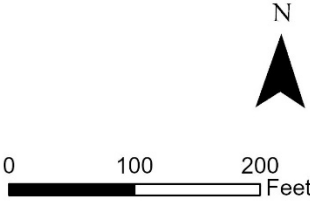


EXHIBIT C**Permitted Exceptions**

1. Easement for water use:
Grantee: Columbia & Puget Sound Railroad Company
Recorded: 1882
Recording No.: 839
Description: Perpetual right to the use of water from spring or stream. This easement affects parcels 232305-9097, 222305-9104, 222305-9105, 222305-9134, 232305-9133, and 232305-9088.
2. Easement for road cuts and fills:
Grantee: King County
Recorded: 1950
Recording No.: 4006427
Description: In conjunction with the taking of a portion of the property for 149th Ave SE, the County acquired the right to construct cuts and fills outside the acquired right of way as necessary to protect the road from landslide hazards. This easement affects parcel 232305-9133.
3. Easement for road cuts and fills:
Grantee: King County
Recorded: 1967
Recording No.: 6233045
Description: In conjunction with the taking of a portion of the property for 149th Ave SE, the County acquired the right to construct cuts and fills outside the acquired right of way as necessary to protect the road from landslide hazards. This easement affects parcel 222305-9155.
4. Easement for road cuts and fills:
Grantee: King County
Recorded: 2003
Recording No.: 20031219001122
Description: In conjunction with the taking of a portion of the property for 149th Ave SE, the County acquired the right to construct cuts and fills outside the acquired right of way as necessary to protect the road from landslide hazards. This easement affects parcel 232305-9133.
5. Easement for electric transmission lines:
Grantee: Puget Sound Power & Light Company
Recorded: 1990
Recording No.: 9010080265
Description: Power lines were removed during demolition. This easement affects parcel 222305-9155.