

RESOLUTION NO. 444

A RESOLUTION ACCEPTING THE TRANSFER OF A BARGAIN AND SALE DEED WITH A RESERVED EASEMENT FROM KING COUNTY FOR THE CONVEYANCE OF WOODIN CREEK PARK TO THE CITY OF WOODINVILLE.

WHEREAS, the City of Woodinville approved an Interlocal Agreement with King County on February 10, 1997 relating to ownership, funding, operation and maintenance of Waterford Park; and

WHEREAS, the City assumed responsibility for funding, operation and maintenance of the Park, which is now known as "Woodin Creek Park;" and

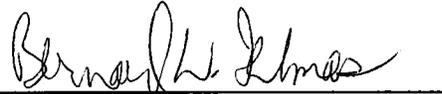
WHEREAS, the County desires to convey ownership of the park property from the County to the City according to the provisions of the ILA, with the addition of reserving for itself a perpetual easement as described in Exhibit C of the attached Bargain and Sale Deed; and

WHEREAS, the City accepts the deed with the reserved easement, recognizing the County's prior obligation to the Department of the Army as described in Exhibit C of the attached Bargain and Sale Deed;

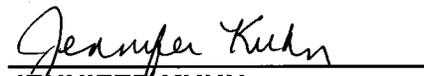
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to accept on behalf of the City the deed from King County in the form attached hereto as Exhibit A, in fulfillment of the provisions of the ILA, and also accepting the new "River Protection Easement," as described in Exhibit C of the attached Bargain and Sale Deed.

RESOLVED this 18th day of March 2014.


BERNARD W. TALMAS, MAYOR

ATTEST/AUTHENTICATED:


JENNIFER KUHN
CITY CLERK/CMC



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CITY OF WOODIN D 83.00
PAGE-001 OF 012
03/25/2014 16:54
KING COUNTY, WA

AFTER RECORDING RETURN TO:

King County Real Estate Services
King County Administration Building
500 Fourth Avenue, Room 830
Seattle, Washington 98104
Attn: Connie Wong

E2658833

03/24/2014 15:35
KING COUNTY, WA
TAX \$10.00
SALE \$0.00

PAGE-001 OF 001

BARGAIN AND SALE DEED

Grantor: King County, Washington
Grantee: City of Woodinville
Legal: Portion of SW ¼ of SW ¼ of Sec 10 & SE ¼ of Sec 9
Tax Acct. #: 092605-9181
Reference: Waterford Park / Woodin Creek

KING COUNTY (the "County"), a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. 12589, does hereby bargain, sell and convey unto the CITY OF WOODINVILLE (the "City"), a municipal corporation of the State of Washington, the lands described in the attached *Exhibit A*, situate in King County, Washington and referred to herein as the "Property".

SUBJECT TO the Special Exceptions to Title, as referenced in *Exhibit B*, attached hereto.

RESERVED UNTO KING COUNTY the River Protection Easement described in *Exhibit C* attached hereto;

ALSO SUBJECT TO the following covenants, which are intended to be running covenants burdening and benefiting the parties, successors and assigns:

- 1) The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility, per the "Special Warranty Deed and its Reversionary Clause".
- 2) The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents, and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate

imposed specifically dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by the City and non-City residents.

- 3) The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title, including the acceptance and maintenance of any lease currently in existence on the Property.
- 4) The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses.

Dated this 26th day of February, 2014.

KING COUNTY, WASHINGTON

By Gil Hansen

Its Manager, Real Estate

CITY OF WOODINVILLE, WASHINGTON

By Richard A. Kelly

Its CITY MANAGER

NOTARY BLOCKS APPEAR ON PAGE 3

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that Gail Houser signed this instrument, on oath stated that she was authorized by the King County Executive to execute the instrument, and acknowledged it as Manager of the Real Estate Services Section of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated 2-26-14

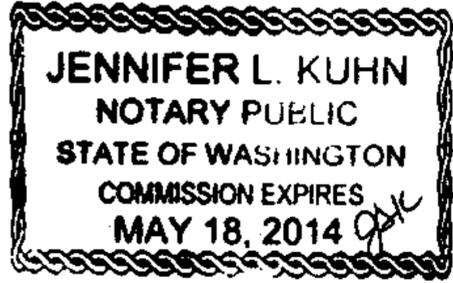


CONNIE M. WONG
Print name
Connie M. Wong
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My appointment expires 10-13-17

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that Richard A. Leahy
signed this instrument, on oath stated that he/~~she~~ was authorized by to execute the instrument, and acknowledged it as City Manager of the City of Woodinville, to be the free and voluntary act of said City for the uses and purposes mentioned in the instrument.

Dated 03/19/2014



Jennifer L. Kuhn
Jennifer L. Kuhn
print name
NOTARY PUBLIC in and for the State of Washington,
residing at Woodinville, WA 98072
My appointment expires May 18, 2014

EXHIBIT A

**TO THE BARGAIN AND SALE DEED
BETWEEN KING COUNTY AND CITY OF WOODINVILLE**

LEGAL DESCRIPTION OF PROPERTY

That portion of the Southwest quarter of the Southwest quarter of Section 10, and the Southeast quarter of Section 9, all in Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington, described as follows:

Commencing at the Northwest corner of said Southwest quarter of the Southwest quarter;

Thence South $01^{\circ} 34' 02''$ West along the West line of said subdivision a distance of 24.21 feet to the South margin of 131st Avenue NE, as established by King County Ordinance No. 7555 and the True Point of Beginning of the herein described parcel;

Thence Northwesterly along said South margin along the arc of a curve to the right, said curve having a radius of 642.00 feet, the center of which bears North $31^{\circ} 45' 23''$ East through a central angle of $09^{\circ} 52' 37''$ a distance of 110.67 feet;

Thence North $48^{\circ} 22' 00''$ West continuing along said South margin a distance of 58.21 feet;

Thence South $41^{\circ} 38' 00''$ East a distance of 236.99 feet;

Thence North $73^{\circ} 36' 38''$ West a distance of 59.95 feet;

Thence South $42^{\circ} 14' 03''$ West a distance of 43.42 feet to the northeasterly margin of a strip of land condemned by King County for Park under Superior Court Cause Number 741685 and a point on the arc of a curve, the center of which bears South $23^{\circ} 36' 25''$ West;

Thence along said northeasterly margin on the following courses and distances:

Southeasterly along the arc of a curve to the right, said curve having a radius of 287.30 feet, through a central angle of $57^{\circ} 33' 25''$ a distance of 288.61 feet;

Thence South 08° 50'10" East a distance of 231.98 feet;
Thence South 88° 50'42" East a distance of 10.16 feet to a point of curve;
Thence southeasterly along the arc of a curve to the right, said curve having a radius of 359.90 feet, through a central angle of 38° 21'14" a distance of 240.92 feet;
Thence North 01° 30'27" East departing said northeasterly margin a distance of 85.15 feet;
Thence North 61° 30'26" East a distance of 23.30 feet;
Thence North 15° 03'11" East a distance of 22.26 feet;
Thence North 24° 30'48" West a distance of 24.27 feet;
Thence North 50° 29'19" West a distance of 18.72 feet;
Thence North 01° 30'27" East a distance of 426.84 feet to said South margin of 131st Avenue NE and a point on the arc of a curve the center of which bears North 24° 08'43" East;
Thence northwesterly along said South margin along a curve to the right, said curve having a radius of 642.00 feet through a central angle of 07° 36'40" a distance of 85.28 feet to the True Point of Beginning.

SUBJECT TO all easements, restrictions, encumbrances and reservations.

END

EXHIBIT B
TO THE BARGAIN AND SALE DEED
BETWEEN KING COUNTY AND CITY OF WOODINVILLE
SPECIAL EXCEPTIONS TO TITLE

The Property described in Exhibit A is subject to the following special exceptions to title:

- 1) Easement and the terms and conditions thereof for right-of-way for river bank protection and/or other flood control works including all appurtenances thereto, King County as Grantee, affecting a strip of land 164 feet in width along the river in the southerly portion of the property herein described, dated April 25, 1962, recorded June 6, 1962, under King County recording no. 5435546;
- 2) Easement and the terms and conditions thereof for bank protection and/or other flood control works including all appurtenances thereto, King County as Grantee, the description for which is not sufficient to determine its exact location within the property herein described, dated April 27, 1962, recorded June 5, 1962, under King County recording no. 5435555;
- 3) Release of Damage Agreement and the terms and conditions thereof, between John DeYoung and Ellen DeYoung and King County, dated April 25, 1962, recorded June 5, 1962, under King County recording no. 5435547.
- 4) Release of Damage Agreement and the terms and conditions thereof, between Louis Baranzini, Lydia Baranzini, Joe Ferrante, Anne Ferrante, and King County, dated April 27, 1962, recorded June 5, 1962, under King County recording no. 5435556.
- 5) Terms and conditions of King County Ordinance No. 7555, recorded July 31, 1986, under King County recording nos. 8607310524 and 8902230244;
- 6) Restrictions imposed by instrument recorded on April 19, 1988, under King County recording no. 8804190270;
- 7) Agreement and the terms and conditions thereof for beneficial easement and the terms and conditions thereof, between Uptown Associates and Windsor Park Estates, dated August 19, 1986, recorded August 20, 1986 and June 13, 1988, under King County recording no. 8608200759 and 8806131317;

- 8) Agreement and the terms and conditions thereof for beneficial easement and the terms and conditions thereof, between Richard W. Johnson, Carol J. Johnson, Dennis P. Dougherty, Sharon Staples Priebe and Windsor Park Estates, dated August 19, 1986, recorded August 20, 1986 and June 13, 1988, under King County recording no. 8608200760 and 8806131316;
- 9) Agreement and the terms and conditions thereof for beneficial easement and the terms and conditions thereof, between Alvin W. Howell, Verna E. Day and Weyerhaeuser Venture Company, dated March 16, 1987, recorded under King County recording no. 8704160952 and 8806131315;
- 10) Right to make necessary slopes for cuts or fills upon property herein described, as granted to King County by deed recorded under King County recording no. 805180734;
- 11) Agreement and the terms and conditions thereof for a water distribution system, between Lincoln Woodinville Limited Partnership and Woodinville Water District, King County, Washington, recorded March 15, 1988, under King County recording no. 8803150652;
- 12) Agreement and the terms and conditions thereof for sewer collection system, between Lincoln Woodinville Limited Partnership and Woodinville Water District, King County, Washington, recorded March 15, 1988, under King County recording no. 8803150653;
- 13) Easement and the terms and conditions thereof, affecting an area as disclosed therein, between Weyerhaeuser Venture Company, a Nevada corporation, as Grantee, and Wood Associates, and a Washington general partnership composed of the Gossard Partnership (a Washington general partnership composed of Clinton E. Gossard, David W. Gossard, and Guinevere Hartmere, partners), Russell F. and Ursie Rogers, husband and wife, and Bruce and Lorraine Tuesley, husband and wife, dated September 31, 1987 and recorded April 26, 1988, under King County recording no. 8804261170;
- 14) Underground Utility Easement and the terms and conditions thereof for an underground electric system, affecting the area described therein, Puget Sound Power & Light Company, a Washington corporation, as Grantee, dated September 2, 1988 and recorded September 12, 1988, under King County recording no. 8809120314, which contains a covenant prohibiting structures over said easement or other activity which might endanger the underground system;

- 15) Easement and the terms and conditions thereof for sewer, affecting an area disclosed therein, Woodinville Water District, King County, Washington, a municipal corporation, its successors and assigns, as Grantee, dated December 12, 1988 and recorded January 11, 1989, under King County recording no. 8901110009;
- 16) Easement and the terms and conditions thereof for water, affecting an area disclosed therein, Woodinville Water District, King County, Washington, a municipal corporation, its successors and assigns, as Grantee, dated December 12, 1988 and recorded January 11, 1989, under King County recording no. 8901110010;
- 17) Matters set forth by survey disclosing a variance in the location of the west quarter corner, recorded June 15, 1978, under King County recording no. 7806159014;
- 18) Easement and the terms and conditions thereof for sewer lines and all necessary appurtenant facilities or equipment, affecting the east five feet of property herein described and includes other property, Woodinville Water District as Grantee, dated October 9, 1987 and recorded October 12, 1987, under King County recording no. 8710121254;
- 19) Deed of Trust and the Terms and Conditions thereof, Lincoln Waterford Place Limited Partnership, a Washington limited partnership whose general partner is Lincoln Property Company No. 1389 Limited Partnership as Grantor, DWTR&J Corp. as Trustee, Seattle First National Bank, a national banking association as Beneficiary, co/ Real Estate Group, P.O. Box C-341-3, Seattle, WA, 98124-1103, in an original amount of \$13,600,000, dated May 13, 1988 and recorded May 20, 1988, under King County recording no. 8805201024;
- 20) Deed of Trust Modification and the Terms and Conditions thereof, dated May 25, 1990 and recorded June 14, 1990, under King County recording no. 9006140911;
- 21) Deed of Trust Modification and the Terms and Conditions thereof, dated July 13, 1990 and recorded July 18, 1990, under King County recording no. 9007180493; partial reconveyance thereof recorded under Recording no. 9007180321, released portion conveyed to King County for park by deed recorded under King County recording no. 9003290324.
- 22) Easements, reserved rights, and restrictions on use set forth in that certain special warranty deed conveying the Property from Lincoln Waterford Place Limited Partnership to King County, dated February 28, 1990, and recorded under King County recording no. 9003290324.

EXHIBIT C
TO THE BARGAIN AND SALE DEED
BETWEEN KING COUNTY AND CITY OF WOODINVILLE
RIVER PROTECTION EASEMENT

The County hereby reserves unto itself, a perpetual easement over the Property described in Exhibit A to the Bargain and Sale Deed between King County and City of Woodinville, together with reasonable ingress and egress over said Property, for the purposes of accessing and constructing, inspecting, monitoring, reconstructing, maintaining, repairing, modifying, and removing river bank protection and/or other flood related works, including installing, inspecting, maintaining and removing or planting vegetation and any other appurtenances thereto across, in, under, on, over and upon the following portion of the Property (the "Easement Area") in fulfillment of the County's responsibilities under Article VIII of that certain Local Cooperation Agreement between the Department of the Army and the County for Modification of the Sammamish river, Washington Channel Improvement Project, entered into December 23, 1993 ("ICA"):

Fifty feet on either side of the center of the channel of Woodin Creek, also known as "Water Resource Inventory Area (WRIA) 0087," and extending along the channel of Woodin Creek 100 feet upstream from the point where Woodin Creek crosses the southerly boundary of the Property.

Additionally, the County, for purposes of fulfilling its commitment to the Department of the Army in Article VIII, Section b. of the ICA, hereby reserves unto itself, the authority to give the Department of the Army the right to enter, at reasonable times and in a reasonable manner, upon the easement area described herein for access to the Project Modification described in the ICA, for the purposes and to take the actions described in said Section b. The County, shall hold and save the City of Woodinville harmless from all damages arising from the implementation, operation, maintenance, repair, rehabilitation and replacement of the Project Modification, except for damages due to the fault or negligence of the City, including any actions taken by the Department of the Army in the exercise of their right of entry and to take any action authorized by said Section b.

The County shall have the right at such time as may be necessary to enter upon the Property and to have access to, in and through the Easement Area for the purposes of exercising the County's rights as described herein. Unless emergency circumstances

warrant otherwise, the County shall notify the Woodinville City Manager or his designee of the work to be performed and make mutually agreeable arrangements with the City for the dates and times of access prior to entering upon the Property for purposes of accessing the Easement Area and exercising the County's rights as described herein. The County shall make all reasonable efforts not to interfere with the City's use of the Property for park purposes and co-ordinate it's access with the City as reasonably necessary to avoid such interference or damage to City property. The County shall restore any areas or facilities of the City in or on the Property that are damaged by the County's work as nearly as possible to the condition that existed prior to the County's undertaking such work.

The City agrees not to plant non-native vegetation within the Easement Area and not to remove or otherwise alter any improvements installed by the County, including any native vegetation that may be planted and any flood protection works that may be constructed, within the Easement Area, without the prior approval of the County. The City further agrees not to use herbicides within the Easement Area without the prior approval of the County. Nothing contained herein shall be construed as granting any license, permit or right, otherwise required by law, to the County with respect to the Property and the Easement Area.

For the purposes of this river protection easement, the term "native vegetation" shall mean vegetation comprised of plant species, other than noxious weeds (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.

Neither the County nor the City is hereby obligated to future maintenance, repair or other action related to the above described exercise of easement rights, unless specifically set forth herein. The County in the exercise of the rights set forth herein shall indemnify and hold the City harmless from any injury or damage caused by the County's officials, employees, contractors, volunteers or representatives to City Property and from the claims of third parties, arising out of the County's negligent actions performed under the terms of this reserved easement.

This river protection easement and/or any flood related works constructed or to be constructed within the Easement Area shall not be construed as granting any rights to any third person or entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be construed as waiving any immunity to liability granted to the County by any state statute, including Chapter 86.12 of the Revised Code of Washington, or as otherwise granted or provided for by law.

In the event it is necessary for either the City or the County to commence any judicial or administrative proceeding to enforce the rights or obligations hereunder they shall be entitled to recover from the non-prevailing party their reasonable costs and attorney fees.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of the County and the City.

END

RESOLUTION NO. 444

A RESOLUTION ACCEPTING THE TRANSFER OF A BARGAIN AND SALE DEED WITH A RESERVED EASEMENT FROM KING COUNTY FOR THE CONVEYANCE OF WOODIN CREEK PARK TO THE CITY OF WOODINVILLE.

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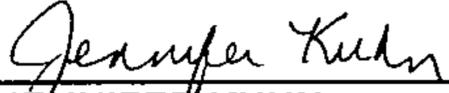
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RESOLVED this 18th day of March 2014.


BERNARD W. TALMAS, MAYOR

ATTEST/AUTHENTICATED:


JENNIFER KUHN
CITY CLERK/CMC