



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 25, 2014

Ordinance 17842

Proposed No. 2014-0104.3

Sponsors Dembowski and McDermott

1 AN ORDINANCE relating to comprehensive planning and
2 permitting; amending Ordinance 17485, Section 2, as
3 amended, and Ordinance 11653, Section 6, as amended,
4 and K.C.C.20.12.017.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Findings: For the purposes of effective land use planning and
7 regulation, the King County council makes the following legislative findings:

8 A. King County has adopted the 2012 King County Comprehensive Plan to meet
9 the requirements of the Washington state Growth Management Act;

10 B. The King County Code authorizes a review of the Comprehensive Plan and,
11 with some limited exceptions, only allows substantive amendments to the Comprehensive
12 Plan every four years. Annual amendments are generally allowed only to address
13 technical updates and corrections to the Comprehensive Plan;

14 C. The Growth Management Act requires that the Comprehensive Plan and
15 development regulations be subject to continuing review and evaluation by the county;

16 D. The Growth Management Act requires that King County adopt development
17 regulations to be consistent with and implement the Comprehensive Plan; and

18 E. The changes to zoning contained in this ordinance are needed to maintain
19 conformity with the Comprehensive Plan, as required by the Growth Management Act.

20 As such, they bear a substantial relationship to, and are necessary for, the public health,
21 safety and general welfare of King County and its residents.

22 SECTION 2. Ordinance 17485, Section 2, as amended, is hereby amended to
23 read as follows:

24 A. ~~((King County performed its fourth comprehensive four-cycle review of the
25 Comprehensive Plan in 2012. As a result of the review, King County amended the 2008
26 Comprehensive Plan through passage of the King County Comprehensive Plan 2012.))~~

27 B.)) The amendments to the King County Comprehensive Plan ~~((2008))~~ 2012, as
28 amended by Ordinance 17485, contained in Attachments A, B, C and D to this
29 ~~((O))~~ordinance ~~((17485, as amended by Attachment A to this ordinance, Attachments B,~~
30 ~~C, D and E to Ordinance 17485, Attachment B to this ordinance, which replaced~~
31 ~~Attachment F to Ordinance 17485, and Attachment G to Ordinance 17485 are hereby~~
32 ~~adopted as amendments to the King County Comprehensive Plan. Attachment A to~~
33 ~~Ordinance 17485, as amended by Attachment A to this ordinance, amends the policies,~~
34 ~~text and maps of the Comprehensive Plan and amends King County Comprehensive Plan~~
35 ~~Land Use Zoning. The land use amendments contained in Attachment A to Ordinance~~
36 ~~17485 are adopted as the official land use designations for those portions of~~
37 ~~unincorporated King County defined in Attachment A to Ordinance 17485. Attachment~~
38 ~~B to Ordinance 17485 contains Technical Appendix A (Capital Facilities), which replaces~~
39 ~~Technical Appendix A to the King County Comprehensive Plan 2008. Attachment C to~~
40 ~~Ordinance 17485 contains Technical Appendix B (Housing), which replaces Technical~~
41 ~~Appendix B to the King County Comprehensive Plan 2008. Attachment D to Ordinance~~
42 ~~17485 contains Technical Appendix C (Transportation), which replaces Technical~~

43 ~~Appendix C to the King County Comprehensive Plan 2008. Attachment E to Ordinance~~
44 ~~17485 contains the transportation needs report, which replaces the transportation needs~~
45 ~~report in Technical Appendix C to the King County Comprehensive Plan 2008.~~
46 ~~Attachment B to Ordinance xxxxx (Proposed Ordinance 2013-0xxx, which replaced~~
47 ~~Attachment F to Ordinance 17485, contains Technical Appendix D (Growth Targets and~~
48 ~~the Urban Growth Area 2012). Attachment G to Ordinance 17485 contains Technical~~
49 ~~Appendix P: Summary of Public Outreach for Development of the 2012 King County~~
50 ~~Comprehensive Plan Update. Attachment I to Ordinance 17485 is hereby adopted as an~~
51 ~~amendment of the Fall City Subarea Plan, which was adopted as a subarea plan of the~~
52 ~~King County Comprehensive Plan in Attachment A to Ordinance 13875. Attachment J to~~
53 ~~Ordinance 17485 contains Technical Appendix Q (King County School Siting Task~~
54 ~~Force report dated March 31, 2012).)) constitute the 2014 Update to the King County~~
55 Comprehensive Plan and are hereby adopted.

56 B. Attachments A and B to this ordinance amend the King County
57 Comprehensive Plan land use and zoning maps and are hereby adopted as the official
58 land use and zoning controls for those portions of unincorporated King County defined in
59 Attachments A and B to this ordinance.

60 C. Attachment C to this ordinance amends the Potential Annexation Areas Map.

61 D. Attachment D to this ordinance amends the King County zoning map for those
62 portions of unincorporated King County defined in Attachment D to this ordinance.

63 SECTION 3. Ordinance 11653, Section 6, as amended, and K.C.C.20.12.017 are
64 each hereby amended to read as follows:

65 The following provisions complete the zoning conversion from K.C.C. Title 21 to
66 Title 21A pursuant to K.C.C. 21A.01.070:

67 A. Ordinance 11653 adopts area zoning to implement the 1994 King County
68 Comprehensive Plan pursuant to the Washington State Growth Management Act RCW
69 36.760A. Ordinance 11653 also converts existing zoning in unincorporated King County
70 to the new zoning classifications in the 1993 Zoning Code, codified in Title 21A,
71 pursuant to the area zoning conversion guidelines in K.C.C. 21A.01.070. The following
72 are adopted as attachments to Ordinance 11653:

73 Appendix A: 1994 Zoning Atlas, dated November 1994, as amended December
74 19, 1994.

75 Appendix B: Amendments to Bear Creek Community Plan P-Suffix Conditions.

76 Appendix C: Amendments to Federal Way Community Plan P-Suffix Conditions.

77 Appendix D: Amendments to Northshore Community Plan P-Suffix Conditions.

78 Appendix E: Amendments to Highline Community Plan P-Suffix Conditions.

79 Appendix F: Amendments to Soos Creek Community Plan P-Suffix Conditions.

80 Appendix G: Amendments to Vashon Community Plan P-Suffix Conditions.

81 Appendix H: Amendments to East Sammamish Community Plan P-Suffix
82 Conditions.

83 Appendix I: Amendments to Snoqualmie Valley Community Plan P-Suffix
84 Conditions.

85 Appendix J: Amendments to Newcastle Community Plan P-Suffix Conditions.

86 Appendix K: Amendments to Tahoma/Raven Heights Community Plan P-Suffix
87 Conditions.

88 Appendix L: Amendments to Enumclaw Community Plan P-Suffix Conditions.

89 Appendix M: Amendments to West Hill Community Plan P-Suffix Conditions.

90 Appendix N: Amendments to Resource Lands Community Plan P-Suffix

91 Conditions.

92 Appendix O: 1994 Parcel List, as amended December 19, 1994.

93 Appendix P: Amendments considered by the council January 9, 1995.

94 B. Area zoning adopted by Ordinance 11653, including potential zoning, is

95 contained in Appendices A and O. Amendments to area-wide P-suffix conditions

96 adopted as part of community plan area zoning are contained in Appendices B through N.

97 Existing P-suffix conditions whether adopted through reclassifications or community

98 plan area zoning are retained by Ordinance 11653 except as amended in Appendices B

99 through N.

100 C. The department is hereby directed to correct the official zoning map in

101 accordance with Appendices A through P of Ordinance 11653.

102 D. The 1995 area zoning amendments attached to Ordinance 12061 in Appendix

103 A are adopted as the official zoning control for those portions of unincorporated King

104 County defined therein.

105 E. Amendments to the 1994 King County Comprehensive Plan area zoning,

106 Ordinance 11653 Appendices A through P, as contained in Attachment A to Ordinance

107 12170 are hereby adopted to comply with the Decision and Order of the Central Puget

108 Sound Growth Management Hearings Board in Vashon-Maury Island, et. al. v. King

109 County, Case No. 95-3-0008.

110 F. The Vashon Town Plan Area Zoning, attached to this ~~((Θ))~~ ordinance ~~((12395))~~
111 as Attachment ~~((2))~~ D, is adopted as the official zoning control for that portion of
112 unincorporated King County defined therein.

113 G. The 1996 area zoning amendments attached to Ordinance 12531 in Appendix
114 A are adopted as the official zoning control for those portions of unincorporated King
115 County defined therein. Existing p-suffix conditions whether adopted through
116 reclassifications or area zoning are retained by Ordinance 12531.

117 H. The Black Diamond Urban Growth Area Zoning Map attached to Ordinance
118 12533 as Appendix B is adopted as the official zoning control for those portions of
119 unincorporated King County defined therein. Existing p-suffix conditions whether
120 adopted through reclassifications or area zoning are retained by Ordinance 12533.

121 I. The King County Zoning Atlas is amended to include the area shown in
122 Appendix B as UR - Urban Reserve, one DU per 5 acres. Existing p-suffix conditions
123 whether adopted through reclassifications or area zoning are retained by Ordinance
124 12535. The language from Ordinance 12535, Section 1.D., shall be placed on the King
125 County Zoning Atlas page #32 with a reference marker on the area affected by Ordinance
126 12535.

127 J. The Northshore Community Plan Area Zoning is amended to add the Suffix "-
128 DPA, Demonstration Project Area", to the properties identified on Map A attached to
129 Ordinance 12627.

130 K. The special district overlays, as designated on the map attached to Ordinance
131 12809 in Appendix A, are hereby adopted pursuant to K.C.C. 21A.38.020 and
132 21A.38.040.

133 L. the White Center Community Plan Area Zoning, as revised in the Attachments
134 to Ordinance 11568, is the official zoning for those portions of White Center in
135 unincorporated King county defined herein.

136 M. Ordinance 12824 completes the zoning conversion process begun in
137 Ordinance 11653, as set forth in K.C.C. 21A.01.070, by retaining, repealing, replacing or
138 amending previously adopted p-suffix conditions or property-specific development
139 standards pursuant to K.C.C. 21A.38.020 and K.C.C. 21A.38.030 as follows:

140 1. Resolutions 31072, 32219, 33877, 33999, 34493, 34639, 35137, and 37156
141 adopting individual zone reclassifications are hereby repealed and p-suffix conditions are
142 replaced by the property specific development standards as set forth in Appendix A to
143 Ordinance 12824.

144 2. All ordinances adopting individual zone reclassifications effective prior to
145 February 2, 1995, including but not limited to Ordinances 43, 118, 148, 255, 633, 1483,
146 1543, 1582, 1584, 1728, 1788, 2487, 2508, 2548, 2608, 2677, 2701, 2703, 2765, 2781,
147 2840, 2884, 2940, 2958, 2965, 2997, 3239, 3262, 3313, 3360, 3424, 3494, 3496, 3501,
148 3557, 3561, 3641, 3643, 3744, 3779, 3901, 3905, 3953, 3988, 4008, 4043, 4051, 4053,
149 4082, 4094, 4137, 4289, 4290, 4418, 4560, 4589, 4703, 4706, 4764, 4767, 4867, 4812,
150 4885, 4888, 4890, 4915, 4933, 4956, 4970, 4978, 5087, 5114, 5144, 5148, 5171, 5184,
151 5242, 5346, 5353, 5378, 5453, 5663, 5664, 5689, 5744, 5752, 5755, 5765, 5854, 5984,
152 5985, 5986, 6059, 6074, 6113, 6151, 6275, 6468, 6497, 6618, 6671, 6698, 6832, 6885,
153 6916, 6966, 6993, 7008, 7087, 7115, 7207, 7328, 7375, 7382, 7396, 7583, 7653, 7677,
154 7694, 7705, 7757, 7758, 7821, 7831, 7868, 7944, 7972, 8158, 8307, 8361, 8375, 8427,
155 8452, 8465, 8571, 8573, 8603, 8718, 8733, 8786, 8796, 8825, 8858, 8863, 8865, 8866,

156 9030, 9095, 9189, 9276, 9295, 9476, 9622, 9656, 9823, 9991, 10033, 10194, 10287,
157 10419, 10598, 10668, 10781, 10813, 10970, 11024, 11025, 11271, and 11651, are hereby
158 repealed and p-suffix conditions are replaced by the property specific development
159 standards as set forth in Appendix A to Ordinance 12824.

160 3. All ordinances establishing individual reclassifications effective after
161 February 2, 1995, are hereby amended, as set forth in Appendix C to Ordinance 12824, to
162 retain, repeal or amend the property specific development standards (p-suffix conditions)
163 contained therein.

164 4. All ordinances adopting area zoning pursuant to Resolution 25789 or
165 converted by Ordinance 11653 are repealed as set forth in subsections a through n. All p-
166 suffix conditions contained therein are repealed or replaced by adopting the property
167 specific development standards as set forth in Appendix A to Ordinance 12824, the
168 special district overlays as designated in Appendix B to Ordinance 12824 or the special
169 requirements as designated in Appendix A to Ordinance 12822.

170 a. The Highline Area Zoning attached to Ordinance 3530, as amended, is
171 hereby repealed.

172 b. The Shoreline Community Plan Area Zoning, attached to Ordinance 5080 as
173 Appendix B*, as amended, is hereby repealed.

174 c. The Newcastle Community Plan Area Zoning, attached to Ordinance 6422
175 as Appendix B, as amended is hereby repealed.

176 d. The Tahoma/Raven Heights Community Plan Area Zoning, attached to
177 Ordinance 6986 as Appendix B, as amended, is hereby repealed.

178 e. The Revised Federal Way area zoning, adopted by Ordinance 7746, as
179 amended, is hereby repealed.

180 f. The Revised Vashon Community Plan Area Zoning, attached to Ordinance
181 7837 as Appendix B, as amended, is hereby repealed.

182 g. The Bear Creek Community Plan Area Zoning, attached to Ordinance 8846
183 as Appendix B, as amended, is hereby repealed.

184 h. The Resource Lands Area Zoning, adopted by Ordinance 8848, as amended,
185 is hereby repealed.

186 i. The Snoqualmie Valley Community Plan Area Zoning, as adopted by
187 Ordinance 9118, is hereby repealed.

188 j. The Enumclaw Community Plan Area Zoning attached to Ordinance 9499,
189 as amended, is hereby repealed.

190 k. The Soos Creek Community Plan Update Area Zoning, adopted by
191 Ordinance 10197, Appendix B, as amended, is hereby repealed.

192 l. The Northshore Area Zoning adopted by Ordinance 10703 as Appendices B
193 and E*, as amended, is hereby repealed.

194 m. The East Sammamish Community Plan Update Area Zoning, as revised in
195 Appendix B attached to Ordinance 10847, as amended, is hereby repealed.

196 n. The West Hill Community Plan Area Zoning adopted in Ordinance 11116,
197 as amended, is hereby repealed.

198 5. All ordinances adopting area zoning pursuant to Title 21A and not converted
199 by Ordinance 11653, including community or comprehensive plan area zoning and all
200 subsequent amendments thereto, are amended as set forth in subsection((s)) M.5.a.

201 through f. All property specific development standards (p-suffix conditions) are retained,
202 repealed, amended or replaced by the property specific development standards as set
203 forth in Appendix A to Ordinance 12824, the special district overlays as designated in
204 Appendix B to Ordinance 12824 or the special requirements as designated in Appendix A
205 to Ordinance 12822.

206 a. The White Center Community Plan Area Zoning, contained in the
207 Attachments to Ordinance 11568, as subsequently amended, is hereby further amended as
208 set forth in Appendix D.

209 b. All property specific development standards established in Ordinance
210 11653, as amended, are hereby amended as set forth in Appendix E.

211 c. All property specific development standards established in Attachment A to
212 Ordinance 11747, as amended, are hereby amended as set forth in Appendix F.

213 d. All property specific development standards established in Ordinance
214 12061, as amended, are hereby amended as set forth in Appendix G.

215 e. All property specific development standards established in Ordinance
216 12065, as amended, are hereby amended as set forth in K.C.C. 20.12.170.

217 f. All property specific development standards established in Attachment A to
218 Ordinance 12170, as amended, are hereby amended as set forth in Appendix H.

219 SECTION 4. If any provision of this ordinance or its application to any person or

220 circumstance is held invalid, the remainder of the ordinance or the application of the
221 provision to other persons or circumstances is not affected.
222

Ordinance 17842 was introduced on 3/17/2014 and passed as amended by the Metropolitan King County Council on 6/23/2014, by the following vote:

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2014 JUL -7 AM 11:33
CLERK
KING COUNTY COUNCIL

APPROVED this 7th day of July, 2014.



Dow Constantine, County Executive

Attachments: A. Map Amendment A, dated 6/23/14, B. Map Amendment B, C. Map Amendment C, D. Vashon Town Plan Area Zoning (revised 4-1-14)

Map Amendment A

6/23/14

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

1 AMENDMENT TO THE KING COUNTY COMPREHENSIVE PLAN LAND USE MAP
2
3
4 Redesignate a 14-acre portion of the northwest portion of the follow parcel from Rural Area
5 (RA) to Rural Cities Urban Growth Area (RX), as shown on attached Map 1:
6
7 153100-0010
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15
16 Effect: Extends the Urban Growth Area to include a 14 acre portion of the northwest portion
17 of the above 70-acre parcel and applies a Rural Cities Urban Growth Area land use
18 designation, and includes Map 2 depicting the dedicated open space for reference.
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Rainier Ridge UGA Expansion and Redesignation Map

Executive Recommended Comprehensive Plan Land Use

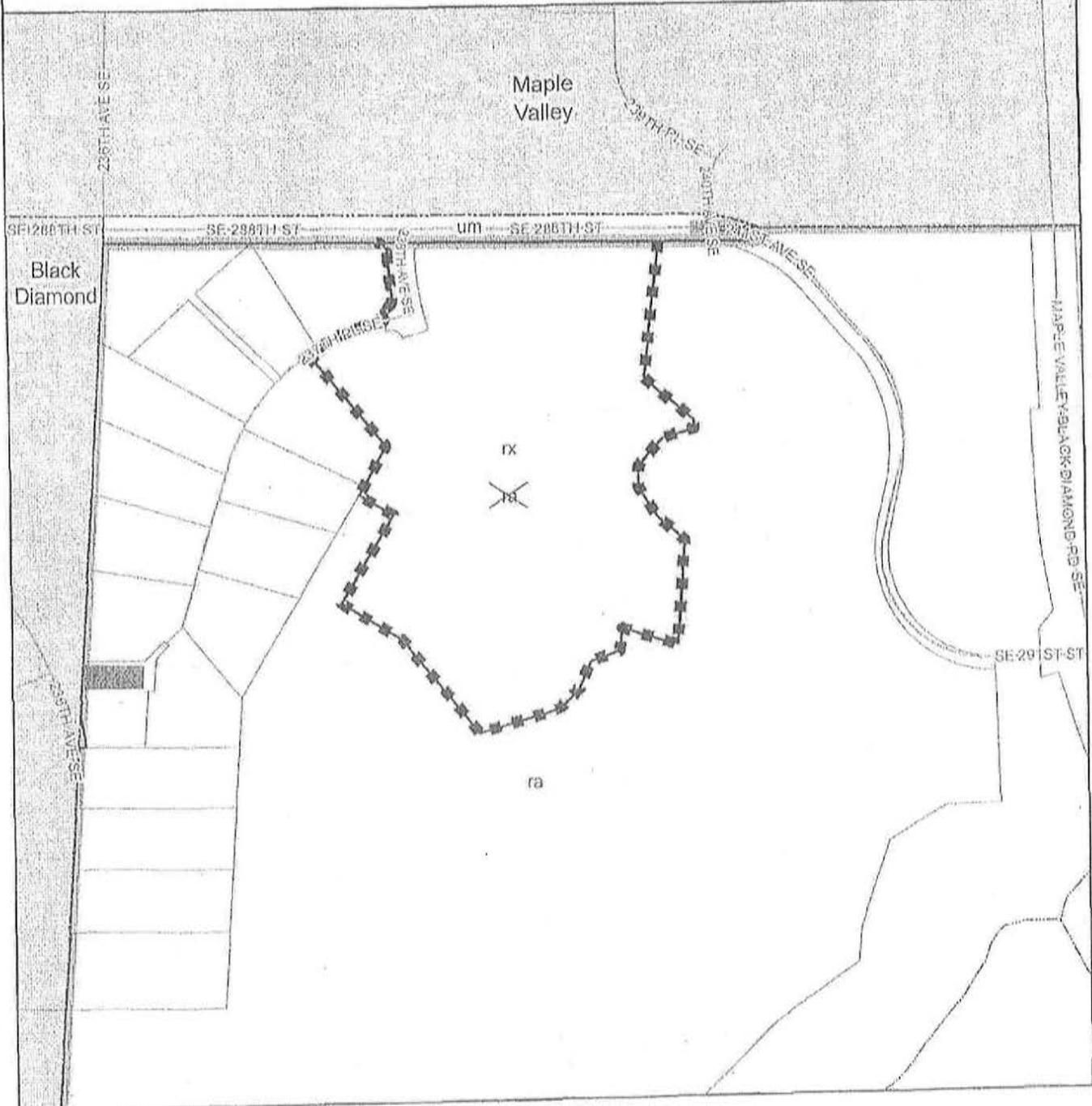
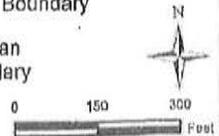


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Date: March 6, 2014
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MCCOMSP

- RX Rural Cities Urban Growth Area
- RA Rural Area
- UM Urban Res., Medium (4-12du/acre)

- Incorporated Areas
- Urban Growth Boundary
- Proposed Urban Growth Boundary



Map Amendment B

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

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AMENDMENT TO THE KING COUNTY ZONING ATLAS

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

153100-0010

Effect: Applies Urban Reserve zoning with a property-specific development condition to a 14-acre portion of the above parcel. After approval of this ordinance, there shall be in effect within 21 days a term conservation easement covering the remaining 56 acres of the site which shall preclude any further development and which shall restrict the use to passive open space. Upon the future subdivision of the urban portion of the site, the rural portion will be deeded fee simple by the owner to King County for the purpose of public passive open space.

1 **TR-Pxx: Urban portion of parcel south of SE 288th St and east of 238th Ave SE along**
2 **border of the City of Maple Valley: RA-10 to UR-P**

3 *Effective:* _____

4 _____
5 Description

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

8 Development Condition Text

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

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

DRAFT IN
SUBSTANTIAL
FORM

9 **TERM DEED OF CONSERVATION EASEMENT**

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

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

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

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

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

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

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

3

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

13

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

18

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

23

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

25

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

28

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

32

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

38

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

43

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

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

5 1. *Grant of Easement*
6

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

13 2. *Purpose*
14

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

23 3. *Rights of Grantee*
24

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

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

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

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

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

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

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

4
5 4. *Prohibited Uses*

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

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

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

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

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

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

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

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

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

3
4
5 (h) *Ponds, Watercourses and Wells.* The alteration or manipulation of the ponds,
6 water courses, and wells located on the Protected Property, or the creation of new water
7 impoundments, water courses or wells, for any purpose.

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

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

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

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

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

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

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

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

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5. *Reserved Rights*

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

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

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

6. *Responsibilities of Grantor Not Affected.*

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

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

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

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

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

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

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

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

35 36 8. *Access*

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

40 41 9. *Enforcement*

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

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

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

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

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

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

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

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

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

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

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

14 10. *Alternate Dispute Resolution*

15

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

23 11. *Notice and Approval*

24

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

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

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

38

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

43 13. *Termination of Easement*

44

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

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

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

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

19
20 14. *Modification*

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

26
27 15. *Interpretation*

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

32
33 16. *Duration*

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

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

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

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

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

6 d. Extinguishment of the Easement through condemnation.

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

10

11 17. *Inaction*

12

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

15

16 18. *Notices*

17

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

21

22 To Grantor:

23

«Seller_1»«SEntKnName»

24

«Seller2»

25

«SellerAddress»

26

«Seller_City»

27

28 To Grantee:

29

King County Department of Natural Resources & Parks

30

Water and Land Resources Division

31

201 South Jackson Street, Suite 600

32

Seattle, WA 98104

33

34 19. *Grantor’s Title Warranty*

35

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

39

40 20. *Severability*

41

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

44

45 21. *Acceptance*

46

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

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

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

4
5 On this _____ day of _____, 2014, before me, the undersigned, a Notary
6 Public in and for the State of _____, duly commissioned and sworn personally appeared
7 _____, to me known to be the individual described in and who executed the foregoing
8 instrument, and acknowledged to me that she signed and sealed the said instrument as her free
9 and voluntary act and deed for the uses and purposes therein mentioned.

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

13
14
15 Notary Public in and for the
16 State of Washington, residing

17
18 At _____
19 City and State

20
21 My appointment expires _____
22

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

26
27 On this _____ day of _____, 2014, before me, the undersigned, a Notary
28 Public in and for the State of _____, duly commissioned and sworn personally appeared
29 _____, to me known to be the individual described in and who executed the foregoing
30 instrument, and acknowledged to me that she signed and sealed the said instrument as her free
31 and voluntary act and deed for the uses and purposes therein mentioned.

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

35
36
37 Notary Public in and for the
38 State of Washington, residing

39
40 At _____
41 City and State

42
43 My appointment expires _____
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1 TERM DEED OF CONSERVATION EASEMENT
2 «Parcel_» PARCEL

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EXHIBIT A-1

WHOLE PROPERTY
LEGAL DESCRIPTION

1 TERM DEED OF CONSERVATION EASEMENT
2 «Parcel_» PARCEL

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EXHIBIT A-2

PROTECTED PROPERTY
LEGAL DESCRIPTION

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

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EXHIBIT B
PROPERTY MAP

1 TERM DEED OF CONSERVATION EASEMENT
2 «Parcel_» PARCEL

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EXHIBIT C
PRESENT CONDITIONS REPORT

1 TERM DEED OF CONSERVATION EASEMENT
2 «Parcel_» PARCEL

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EXHIBIT D

PERMITTED EXCEPTIONS/TITLE REPORT

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

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EXHIBIT E
SUBORDINATION AGREEMENT

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

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

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

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

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

35 [Signature blocks]
36

Map Amendment C

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

1 AMENDMENT TO THE KING COUNTY COMPREHENSIVE PLAN POTENTIAL
2 ANNEXATION AREA MAP



3
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5
6 Amend the Potential Annexation Area Map by assigning the 14-acre portion of the northwest
7 portion of the following parcel to the Potential Annexation Area of the City of Maple Valley,
8 as shown on the attached map:

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11 153100-0010
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19 Effect: Amends the Potential Annexation Area Map by adding a newly created urban area to
20 the City of Maple Valley's PAA. The City of Maple Valley must similarly amend its own
21 Comprehensive Plan to officially designate the area as part of its PAA, and the Growth
22 Management Planning Council must adopt a motion approving the change.
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Rainier Ridge UGA Expansion and Redesignation Map



Executive Recommended Potential Annexation Area (to Maple Valley)

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

Date: March 3, 2014
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Vgisnas1\Projects\ddies\2014_CompPlan\projects\RainierRidge_rec_PAAbw.pdf
MCCOMBSP



Recommended PAA



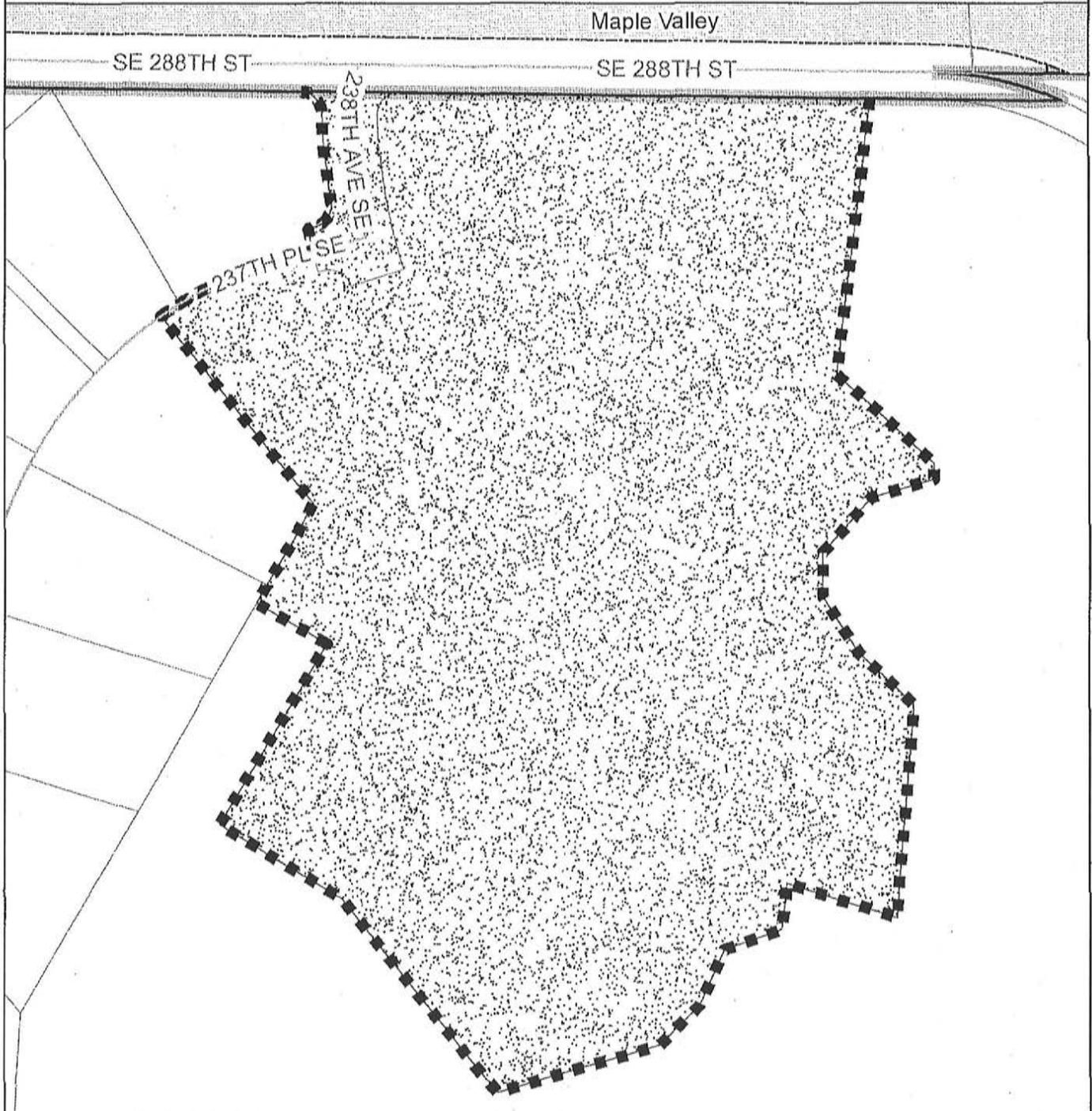
Incorporated Areas

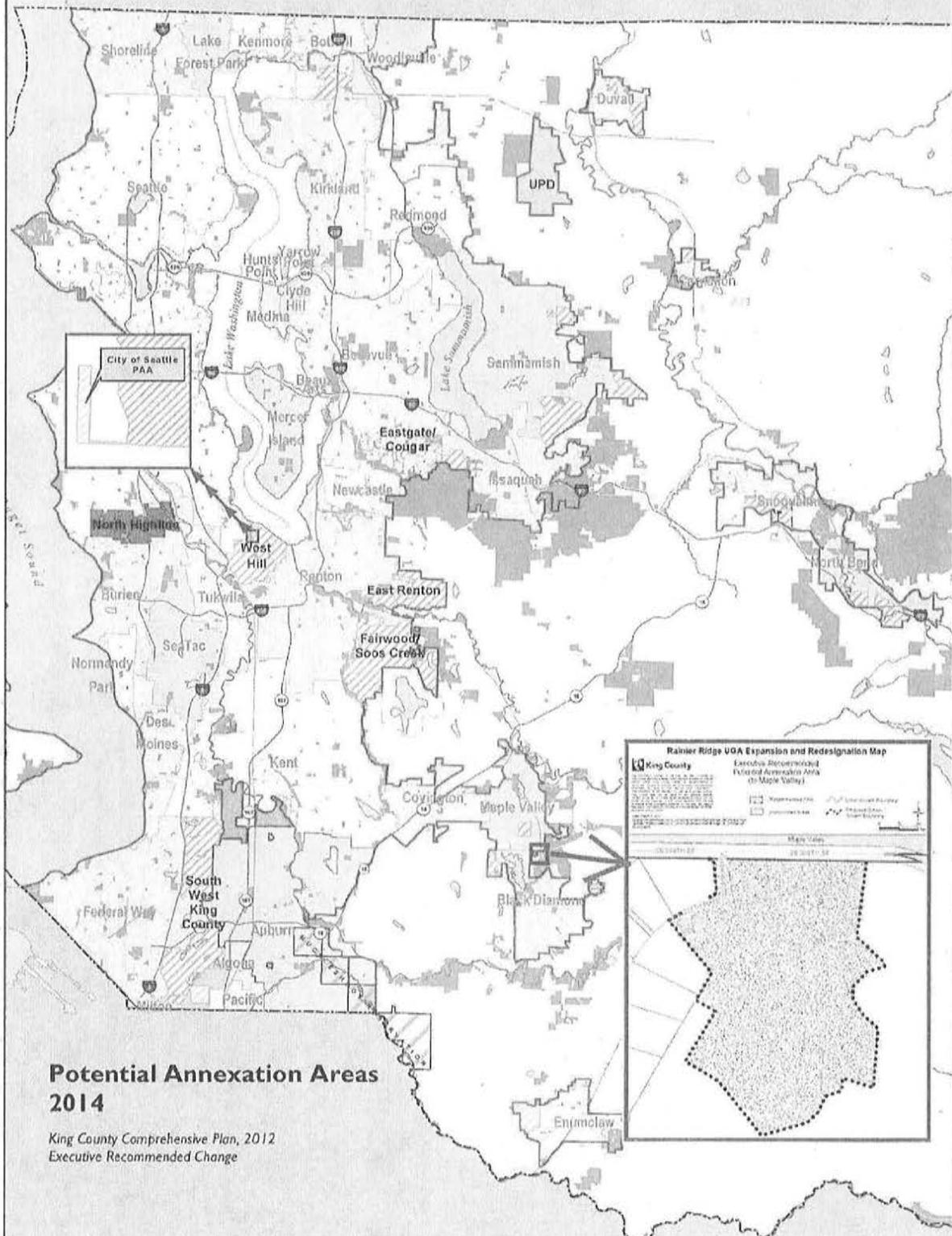


Urban Growth Boundary



Proposed Urban Growth Boundary





Potential Annexation Areas 2014

King County Comprehensive Plan, 2012
Executive Recommended Change

- Urban Areas which are within the designated PAA of two or more cities-- "OVERLAPS"--OR OTHERWISE CONTESTED AREAS
- Urban Areas which are not within the designated PAA of any city-- "GAPS"
- Green River Agricultural Districts
- Potential Annexation Area Recognized by City-County Intercal Agreement
- Interm Potential Annexation Areas
- Cities
- Parks
- Urban Growth Area Boundary

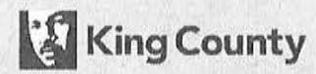
Date: 2/23/2014
 \\gms1\Projects\2014\014_CompPlan\Projects\ExecRec_PAA.mxd
 \\gms1\Projects\2014\014_CompPlan\law\ExecRec_PAA.pdf
 mrc@king

Rainier Ridge UGA Expansion and Redesignation Map

King County Executive Recommended Intercal Agreement Area (to Maple Valley)

Map Scale: 1" = 1.5 Miles

Map Date: 02/23/2014



0 0.5 1 1.5 2 Miles

February, 2014

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

Attachment D

Vashon Town Plan Area Zoning

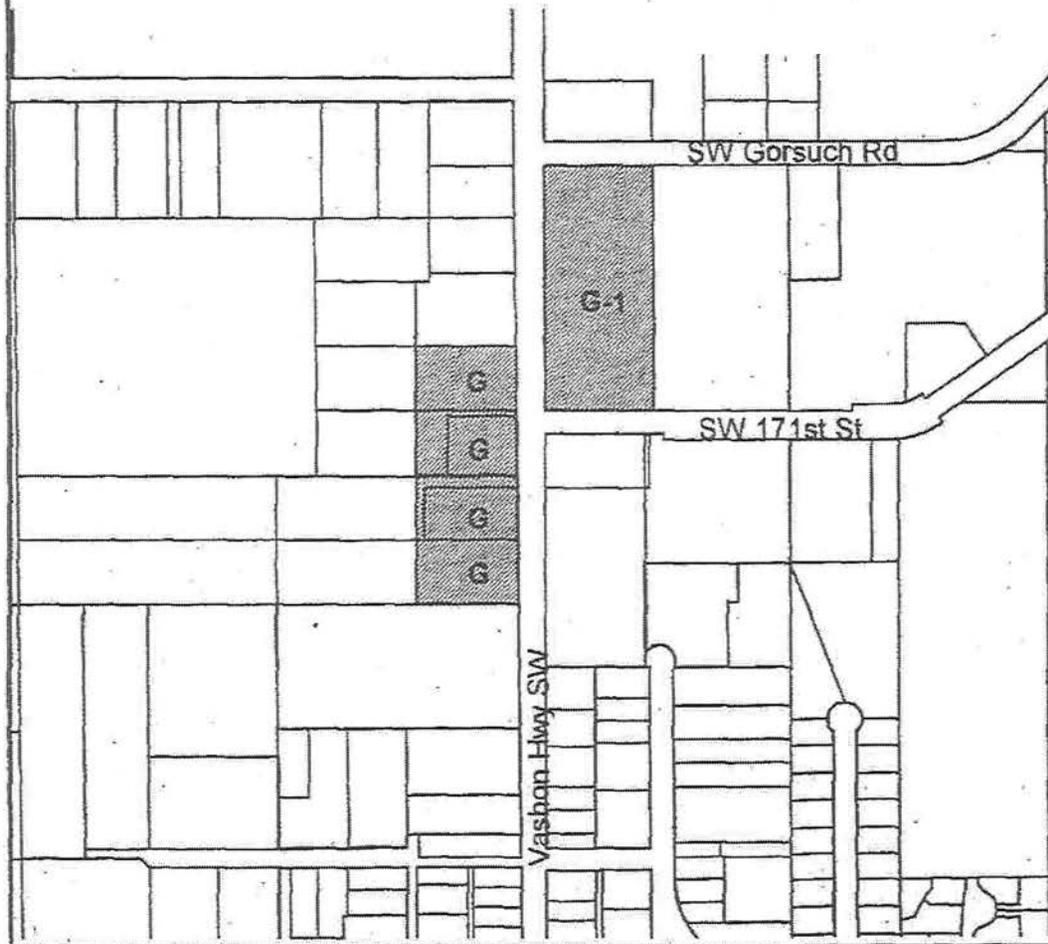
12395

Attachment 2b

Yashon Town Plan
Potential Zoning on R-8 zoned properties

On all property zoned R-8 the density may be increased to that of the R-12 zone if the housing to be developed is designated for low income, elderly or disabled.

(Note: Map shows only those parcels which are included in the Town Plan)



Vashon Town Plan Proposed P-Suffix Conditions

Town Gateway

Purpose: The purpose of the "Town Gateway" P-Suffix conditions is to provide a gradual transition from the north into the commercial core.

The following P-Suffix conditions apply to 4 parcels on the west side of Vashon Highway at about 171st Street, labeled G:

- Buildings shall be set back 40 feet from the property line along Vashon Highway;
- Roof pitch shall be 5 feet in height for each 12 inches in length;
- Parking shall be at the side or rear of the buildings;
- No auto service facilities shall be allowed on commercial parcels; and
- Mixed use housing density is limited to 4 units per acre.

The following P-Suffix condition applies to a parcel on the east side of Vashon Highway, between SW 171st Street and SW Gorsuch Road, labeled G-1:

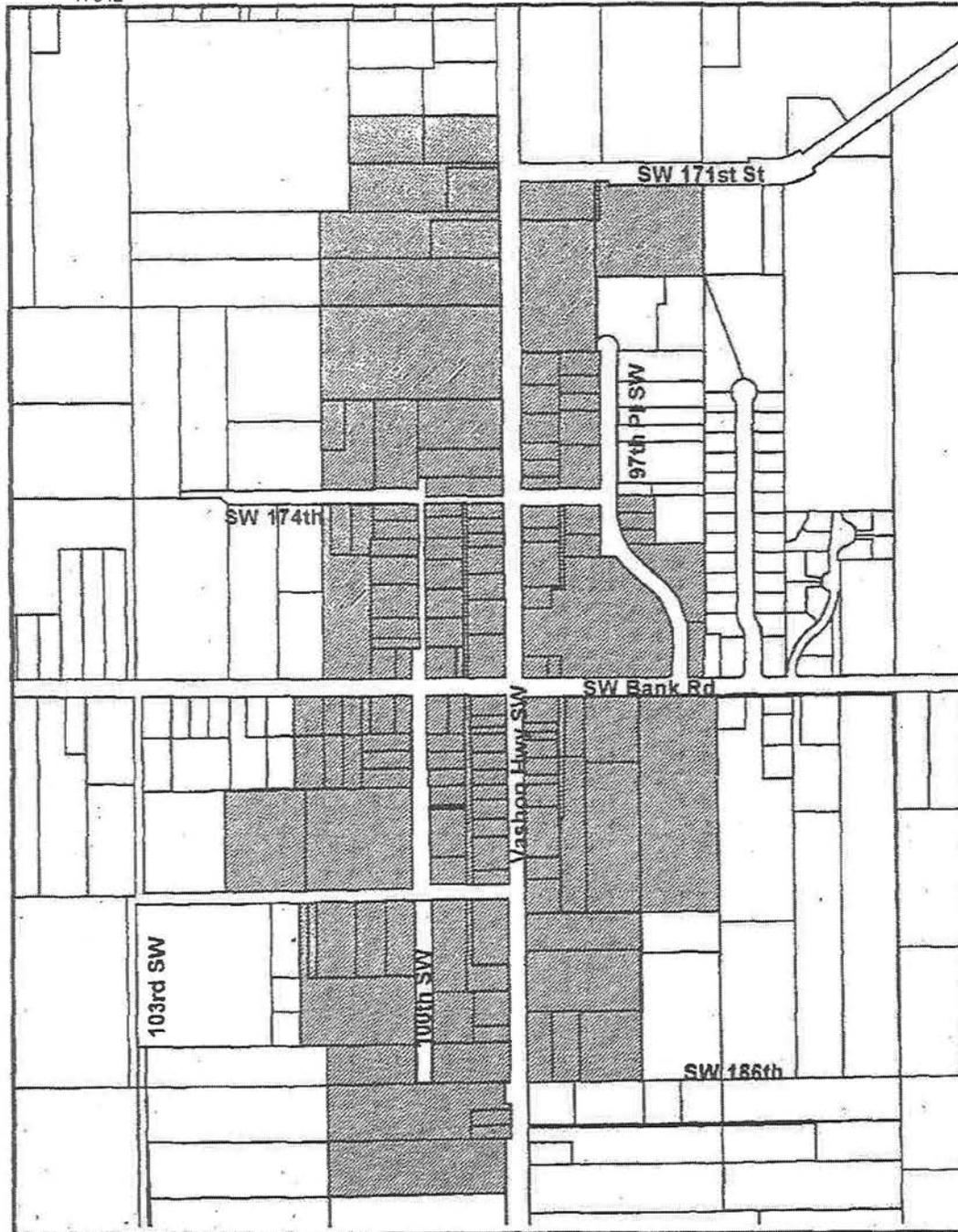
- Landscaping shall be Type 1 (K.C.C. 21A.16.040A), 20 feet wide.

 Parcels with Town Gateway P-Suffix conditions

Base map courtesy of Putnam Nespor Architects
Burton, Washington.

0.37 0 0.37 0.74 1.11 1.48 Miles

12395



Vashon Town Plan Proposed P-Suffix Conditions *Vashon Commercial*

Purpose: The purposes of the Vashon Commercial P-Suffix conditions are to 1) maintain and promote the compact commercial, including infill development that is on an intimate and human scale, and 2) to ensure a safe, convenient walkable Town where visits among places in Town are not dependent on the automobile.

Development Standards: The following P-Suffix conditions shall apply to uses locating within the Vashon Commercial designation.

1. Buildings fronting on streets, parking lots and pedestrian ways shall meet the following criteria.

A. Buildings shall not be set back over 10 feet from property lines, except to provide for landscaping, courtyards and other pedestrian or seating areas, and outdoor eating areas.

B. An exterior deck shall be required on the second floor of new mixed use buildings for each residential unit within the building, excluding those units facing north. Each deck shall have a minimum dimension of six feet (depth) by ten feet (width).

C. Building height shall not exceed two stories or a maximum of 35 feet as measured by K.C.C. 21A.12.050(C).

D. Building wall facing _____, a primary pedestrian street, shall have openings comprising not less than 60% of the width facing the street. No more than 20 feet of continuous width shall be without openings. Eligible openings include windows, doors, or other openings which provide vision through the wall starting no higher than 42 inches and stopping no lower than 72 inches above the adjacent floor line nearest grade.

E. Walkways internal to a private development shall connect to public walkways.

F. Building facades which occupy the full width of street frontages are preferred. Where facade continuity is interrupted by a parking lot(s) or lot entrance(s), such parking lots or entrances shall not occupy more than the lesser of 60 feet or 30% of the lot width in the first 60 feet of streetabutting lot depth, provided this limitation may be increased by up to 15 feet to provide sidewalks and entrance landscaping.

2. New developments or alterations to an existing building which are valued in excess of 50% of the prealteration assessed value, shall provide at least the following public features:

A. Street trees with planting areas (spacing and specie consistent with existing street trees).

B. Roof or canopies shall be provided over at least a 5 foot width of building-abutting sidewalk along the full length of at least one facade of the building.

C. Covered facade indentations adjacent to public sidewalks shall occur at least once every 50 feet of street frontage and each indentation shall have an area of at least 64 square feet with a depth of at least 6 feet.

D. Mid-block pedestrian connections, a minimum of 8 feet wide, connecting the public sidewalk with another street, alley or other public space.

E. Street furniture providing at least 4 seats for every 100 feet of frontage.

12395

SW COVE ROAD

SW BANK ROAD

SW CEMETERY ROAD

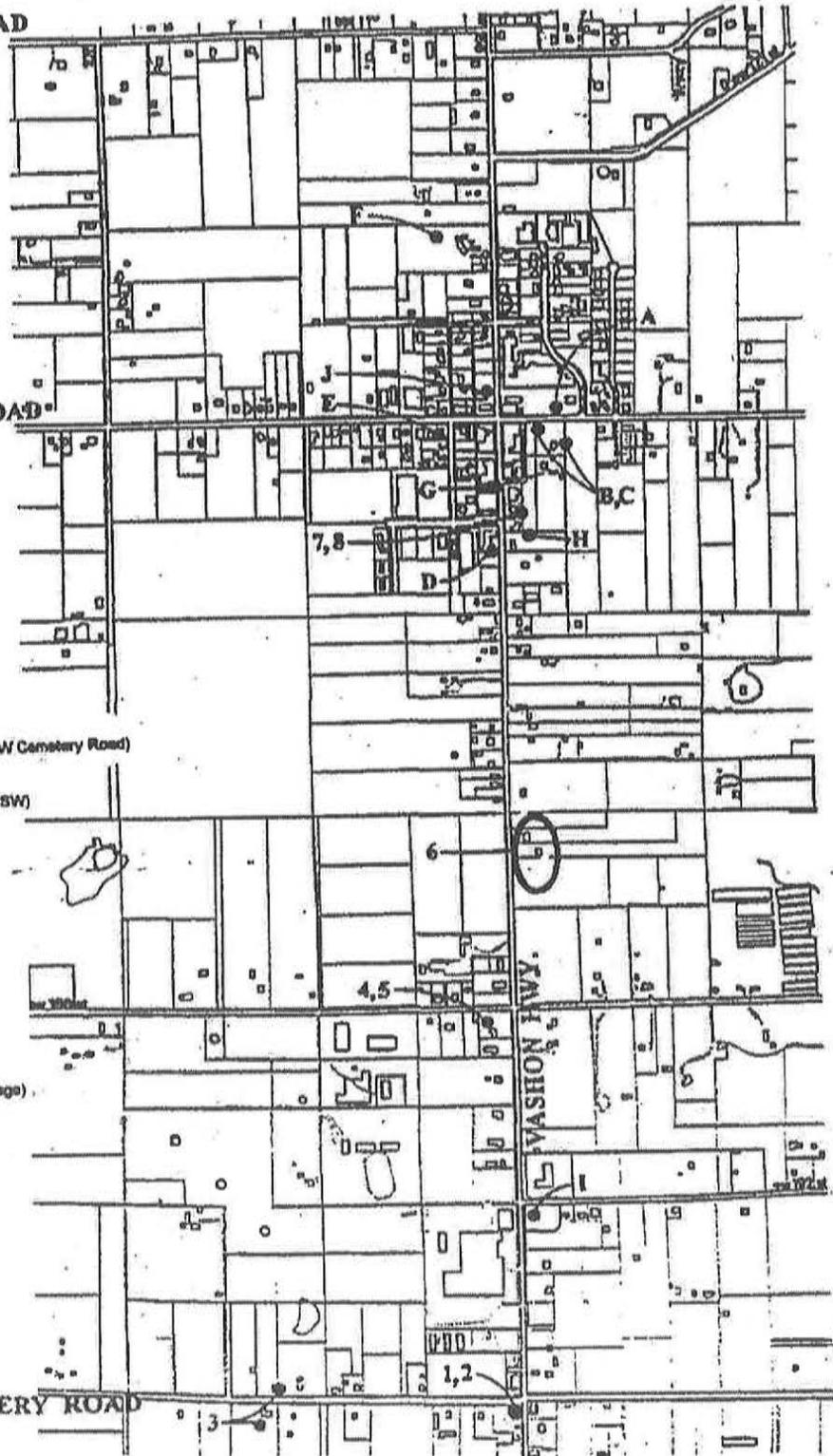
VASHON HWY.

Officially Included in Landmark Tree Program

- 1. Black Walnut (Owen's Antiques)
- 2. Butternut (Owen's Antiques)
- 3. Sassafras, daimyo oak, others (10322 and 10325 SW Cemetery Road)
- 4. Copper Beech (9915 SW 155th Street)
- 5. Pin Oak, others (9915 SW 155th Street)
- 6. Nine Black Locusts (18416 and 18430 Vashon Hwy, SW)
- 7. Coast Redwood (17722 Vashon Hwy, SW)
- 8. Italian Cypress (17722 Vashon Hwy, SW)

Not Yet Officially Included

- a. Silver maple (Seafirst Bank)
- b. Tulp (Eemisee Property)
- c. Monkey (Eemisee Property)
- d. Monkey (Napa Auto Parts)
- e. Monkey (10007 SW Bank Road)
- f. Chestnut (west of Vashon Village)
- g. Norway Spruce (Presbyterian Church)
- h. Western and Eastern White Pines (Kimco)
- i. Sequoia (south of Mom's Deli)
- j. Douglas Fir and Western Red Cedar (Santa's Cottage)



Vashon Town Plan

**NOTABLE
TREES
FIGURE 6**

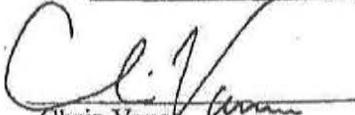
CV - Do Pass
PASSED 10-0, RMK, LP, CS excused

12395

VTP
Amendment
#1

Introduced by:

July 15, 1996


Chris Vance

1 Vashon Town Plan - Chapter IV, Policy Recommendations, Land Use

2 AMENDMENT TO THE VASHON TOWN PLAN, CHAPTER IV, POLICY
3 RECOMMENDATIONS, LAND USE
4

5 Page 8, amend policy L-3 to read as follows:

6 L-3 The boundaries of the Rural Town land use (Rural Town of Vashon) shall be
7 as described in Figure 1, amending the 1994 King County Comprehensive Plan
8 Land Use Map.

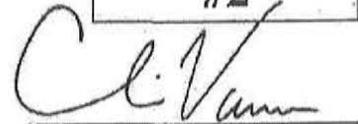
9 **Rationale:** The Prosecutor's Office recommended that this technical change be made
10 to policy L-3 in order to make clearer the relationship between the adopted
11 Comprehensive Plan and land use and the land use map found in Figure 1

CV - Do Pass
PASSED 8-0 PVR, RMK, CS, RS, LP excused

12395

VTP
Amendment
#2

Introduced by:


Chris Vance

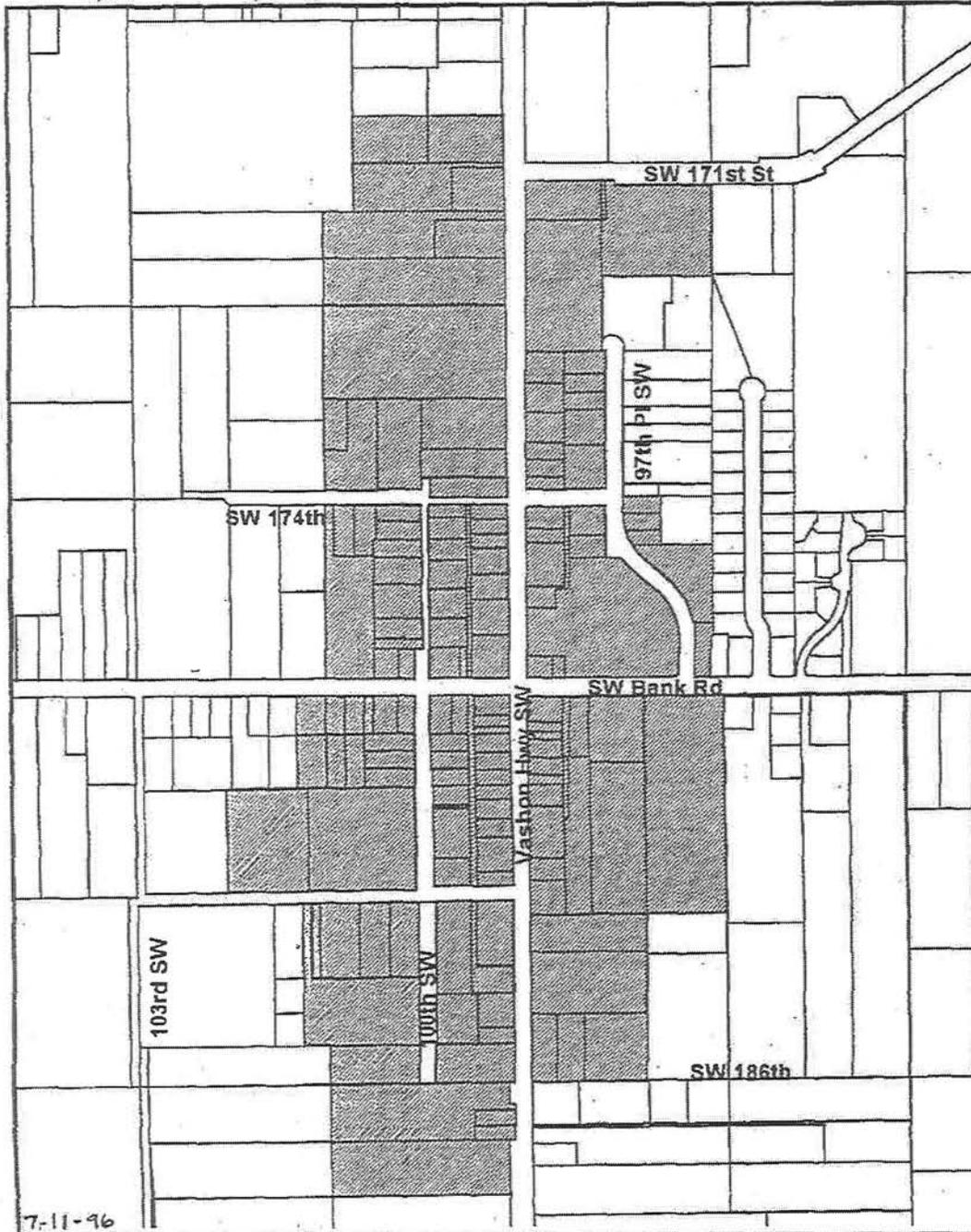
July 15, 1996

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AMENDMENT TO THE VASHON TOWN PLAN AREA ZONING

Amend the "Vashon Town Plan Area Zoning, Vashon Commercial P-Suffix Conditions" to read "Vashon Town Plan Area Zoning, Town Core - P-Suffix Conditions" (see attached Map).

Rationale: The Prosecutor's Office recommended this technical change to the title of this area of the Rural Town to clarify that the properties to which these P-Suffix conditions would apply may be zoned other than commercial.



Vashon Town Plan Proposed P-Suffix Conditions *Town Core*

Purpose: The purposes of the Town Core P-Suffix conditions are to 1) maintain and promote the compact commercial, including infill development that is on an intimate and human scale, and 2) to ensure a safe, convenient walkable Town where visits among places in Town are not dependent on the automobile.

Development Standards: The following P-Suffix conditions shall apply to uses locating within the Town Core designation.

1. Buildings fronting on streets, parking lots and pedestrian ways shall meet the following criteria.

A. Buildings shall not be set back over 10 feet from property lines, except to provide for landscaping, courtyards and other pedestrian or seating areas, and outdoor eating areas.

B. An exterior deck shall be required on the second floor of new mixed use buildings for each residential unit within the building, excluding those units facing north. Each deck shall have a minimum dimension of six feet (depth) by ten feet (width).

C. Building height shall not exceed two stories or a maximum of 35 feet as measured by K.C.C. 21A.12.050(C).

D. Building wall facing _____, a primary pedestrian street, shall have openings comprising not less than 60% of the width facing the street. No more than 20 feet of continuous width shall be without openings. Eligible openings include windows, doors, or other openings which provide vision through the wall starting no higher than 42 inches and stopping no lower than 72 inches above the adjacent floor line nearest grade.

E. Walkways internal to a private development shall connect to public walkways.

F. Building facades which occupy the full width of street frontages are preferred. Where facade continuity is interrupted by a parking lot(s) or lot entrance(s), such parking lots or entrances shall not occupy more than the lesser of 60 feet or 30% of the lot width in the first 60 feet of streetabutting lot depth, provided this limitation may be increased by up to 15 feet to provide sidewalks and entrance landscaping.

2. New developments or alterations to an existing building which are valued in excess of 50% of the prealteration assessed value, shall provide at least two of the following public features:

A. Street trees with planting areas (spacing and specie consistent with existing street trees).

B. Roof or canopies shall be provided over at least a 5 foot width of building-abutting sidewalk along the full length of at least one facade of the building.

C. Covered facade indentations adjacent to public sidewalks shall occur at least once every 50 feet of street frontage and each indentation shall have an area of at least 64 square feet with a depth of at least 6 feet.

D. Mid-block pedestrian connections, a minimum of 8 feet wide, connecting the public sidewalk with another street, alley or other public space.

E. Street furniture providing at least 4 seats for every 100 feet of frontage.

Base map courtesy of Putnam Nespor Architects, Burton, Washington



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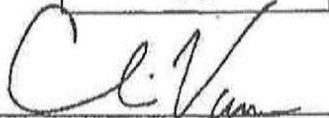
CV - Do Pass
PASSED 8-0 RMK, PVR, CS, RS, LP excused

d

VTP
Amendment
#3

Introduced by:

July 15, 1996


Chris Vance

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AMENDMENT TO THE VASHON TOWN PLAN AREA ZONING

Amend the Vashon Town Plan Area Zoning, Town Gateway - P-Suffix Conditions map to include two properties added to the Rural Town Land Use by the Growth Management, Housing and Environment Committee (see attached map of Town Gateway area).

Rationale: The Growth Management, Housing and Environment Committee added back to the Rural Town two properties at the northwest boundary which had been proposed to be deleted by the Vashon Town Plan Committee. These properties would logically fit in the Town Gateway area.

(Note: Map shows only those parcels which are included in the Town Plan)



Vashon Town Plan Proposed P-Suffix Conditions

Town Gateway

Purpose: The purpose of the "Town Gateway" P-Suffix conditions is to provide a gradual transition from the north into the commercial core.

The following P-Suffix conditions apply to 6 parcels on the west side of Vashon Highway at about 171st Street, labeled G:

- Buildings shall be set back 40 feet from the property line along Vashon Highway;
- Roof pitch shall be 5 feet in height for each 12 inches in length;
- Parking shall be at the side or rear of the buildings;
- No auto service facilities shall be allowed on commercial parcels; and
- Mixed use housing density is limited to 4 units per acre.

The following P-Suffix condition applies to a parcel on the east side of Vashon Highway, between SW 171st Street and SW Gorsuch Road, labeled G-1:

- Landscaping shall be Type 1 (K.C.C. 21A.16.040A), 20 feet wide.

 Parcels with Town Gateway P-Suffix conditions

Base map courtesy of Putnam Nespor Architects
Burton, Washington.

0.37 0 0.37 0.74 1.11 1.48 Miles



12395

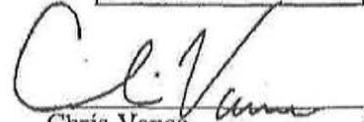
12395

CV - Do Pass
PASSED 9-0 RMK, PVR, CS, LP excused

VTP
Amendment
#4

July 15, 1996

Introduced by:


Chris Vance

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AMENDMENT TO THE VASHON TOWN PLAN AREA ZONING

Amend the Vashon Town Plan Area Zoning by deleting the current Attachments 2f and 2g, relating to restricted uses for Community Business and Industrial zoned properties, respectively, and replacing them with the Attachments 2f and 2g dated 7/11/96.

Rationale: The replacement Attachments display the restricted uses under headings of the present King County Code, Title 21A.08 and clarify that the Development Conditions of this Chapter apply. The revised format and introductory language will assist property owners and DDES in identifying permitted and restricted uses.

VS-P29: Vashon Town Plan-Restricted Used for CB Zoned Properties

Restricted Uses for Community Business-Zoned Properties- P-suffix condition (Source: Vashon Town Plan- Ordinance 12395, August 12, 1996, as amended)

Property with Community Business zoning shall be restricted to the following specific land uses as set forth in Chapter K.C.C. 21A.08.

For any use requiring a Conditional Use Permit that is located on property listed by the Washington State Department of Ecology as a known or suspected contaminated site, the Conditional Use Permit shall be conditioned to ensure that the property owner obtains and submits a No Further Action letter for the subject property or demonstrates that timely progress is being made toward obtaining a No Further Action letter. If the property owner does not demonstrate timely progress towards obtaining a No Further Action letter, the permit conditions shall be enforced, up to a potential revocation of the Conditional Use Permit.

Residential Land Uses

DWELLING UNITS, TYPES: Townhouse; Apartment**.

GROUP RESIDENCES: Community residential facility -I; Community residential facility - II; Senior citizen assisted housing.

ACCESSORY USES: Home occupation.

TEMPORARY LODGING: Hotel/Motel, Bed and breakfast guesthouse.

Recreational/Cultural Land Uses

PARK/RECREATION: Park

AMUSEMENT/ENTERTAINMENT: Theater, Plays/Theatrical production, Bowling center, Sports club.

CULTURAL: Library, Museum, Arboretum, Conference Center

General Services Land Uses

PERSONAL SERVICES: General Personal Service; Funeral Home/Crematory; Day care I; Day care II; Veterinary Clinic; Automotive repair; Miscellaneous repair; Churches, synagogue, temple; Social Services; Kennel or Cattery.

HEALTH SERVICES: Office/Outpatient Clinic; Nursing and personal care facilities; Hospital; Medical/Dental Lab,

EDUCATION SERVICES: Secondary or High School; Specialized Instruction School; Interim Recycling Facility.

Government/Business Service Land Uses

GOVERNMENT SERVICES: Public agency or utility office; Police Facility; Utility Facility; Private Stormwater Management Facility.

BUSINESS SERVICES: Individual Transportation and Taxi; Trucking and courier Service; Self-service Storage; Passenger Transportation Service; Telegraph and other Communications.(excluding towers); General Business Service; Professional Office; Miscellaneous Equipment Rental; Automotive Parking; Commercial/Industrial Accessory Uses (Administrative. offices, employee exercise & food service facilities, storage of agricultural raw materials or products manufactured on site, owner/caretaker residence, grounds maintenance).

Retail/Wholesale Land Uses

Building, Hardware and Garden Materials; Department and Variety Store; Food Stores; Auto Supply Stores; Apparel and Accessory Stores; Furniture and Home Furnishings Stores; Eating and Drinking Places; Drug Stores; Liquor Stores; Uses Goods: Antiques/Secondhand Shops; Sporting Goods and related Stores; Book, Stationery, Video and Art Supply Stores; Jewelry Stores; Hobby, Toy Game Shops; Photographic and Electronic Shops; Fabric Shops; Florist Shops; Personal Medical Supply Stores; Pet Shops.

Recreational marijuana retailer, subject to K.C.C21A.08.070 and applicable state law.

Manufacturing Land Uses

Recreational marijuana processor I, subject to K.C.C.21A.08.080 and applicable state law.

Printing and Publishing.

Wineries, Breweries and Distilleries, subject to K.C.C. 21A.08.080

Resource land uses

Recreational marijuana producer, subject to K.C.C.21A.08.090 and applicable state law.

Regional Land Uses

Wastewater Treatment Facility; Transit Park and Ride Lot.

**Residential density for mixed use development in Community Business zone shall not exceed eight units per acre.

VS-P30: Vashon Town Plan-, Restricted Uses for I Zoned Properties

Property with Industrial zoning shall be restricted to the following specific land uses as set forth in Chapter K.C.C. 21A.08.

For any use requiring a Conditional Use Permit that is located on property listed by the Washington State Department of Ecology as a known or suspected contaminated site, the Conditional Use Permit shall be conditioned to ensure that the property owner obtains and submits a No Further Action letter for the subject property or demonstrates that timely progress is being made toward obtaining a No Further Action letter. If the property owner does not demonstrate timely progress towards obtaining a No Further Action letter, the permit conditions shall be enforced, up to a potential revocation of the Conditional Use Permit.

Recreational/Cultural Land Uses

PARKS/RECREATION: Park, Campgrounds

AMUSEMENT/ENTERTAINMENT: Theater

General Services Land Uses

PERSONAL SERVICES: Veterinary Clinic; Automotive repair; Automotive Service; Miscellaneous repair; Artist Studios.

HEALTH SERVICES: Office/Outpatient Clinic; Medical/Dental Lab.

EDUCATION SERVICES: Vocational School; Specialized Instruction School.

Government/Business Service Land Uses

GOVERNMENT SERVICES: Utility Facility; Private Stormwater Management Facility.

BUSINESS SERVICES: Construction and Trade; Trucking and courier Service; Self- service Storage; Freight and Cargo Service; Automotive Parking; Research, Development and Testing; Commercial/Industrial Accessory Uses (Administrative. offices, employee exercise & food service facilities, storage of agricultural raw materials or products manufactured on site, owner/caretaker residence, grounds maintenance).

Retail/Wholesale Land Uses

Motor Vehicle and Boat Dealers; Gasoline Service Stations; Fuel Dealers.

Manufacturing Land Uses

Food and Kindred Products; Apparel and other Textile Products; Wood Products, Furniture and Fixtures; Printing and Publishing; Fabricated Metal Products; Industrial and Commercial Machinery; Computer and Office Equipment; Electronic and other Electric Equipment; Measuring and Controlling Instruments; Miscellaneous Light Manufacturing; Movie Production/Distribution.

Recreational marijuana processor II, subject to K.C.C 21A.08.080 and applicable state law.

Wineries, Breweries and Distilleries, subject to K.C.C. 21A.08.080

Resource Land Uses

Recreational marijuana producer, subject to K.C.C.21A.08.090 and applicable state law.

AGRICULTURE: Growing and Harvesting Crops; Raising Livestock and Small Animals, excluding feed lots and auctions.

FORESTRY: Growing and Harvesting Forest Products.

FISH AND WILDLIFE MANAGEMENT: Hatchery/Fish Preserve; Aquaculture.

Regional Land Uses

Public Agency Training Facility; Municipal Water Production; Transit Bus Base.

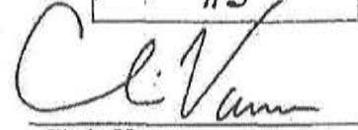
CV - Do Pass
PASSED 9-0 RMK, PVR, CS, LP excused

12395

VTP
Amendment
#5

Introduced by:

July 15, 1996


Chris Vance

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AMENDMENT TO THE VASHON TOWN PLAN AREA ZONING

Amend the Vashon Town Plan Area Zoning, Attachment 2 to Proposed

Ordinance 96-434 to include an index of materials as follows:

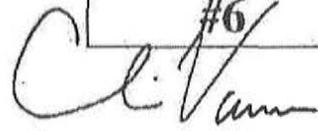
1. Vashon Town Planning Area - Proposed Zoning (with P-Suffix conditions)
2. Potential Zoning on R-8 zoned properties
3. Town Gateway - P-Suffix Conditions
4. Town Core - P-Suffix Conditions
5. Notable Trees - P-Suffix Conditions
6. Restricted Uses for Community Business-Zoned Properties
7. Restricted Uses for Industrial-Zoned Properties

Rationale: The Prosecutor's Office recommended that this technical change be made to clarify the contents of the Attachment 2, Vashon Town Plan Area Zoning.

CV - Do Pass
PASSED 9-0 RMK, PVR, CS, LP excused

12395

VTP
Amendment
#6



Introduced by:

July 15, 1996

Chris Vance

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Vashon Town Planning Area Zoning

Amend Attachment 2 to Proposed Ordinance 96-434, Notable Trees P-Suffix Conditions
by replacing the current Figure 6 with Figure 6-R, attached.

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Rationale: The Growth Management, Housing and Environment Committee approved the content of the P-Suffix Condition regarding Notable Trees. Staff has now revised Figure 6 to reflect this Committee action.

12395

SW COVE ROAD

SW BANK ROAD

NOTABLE TREES

Preserve significant trees as listed per the following list (and shown on Figure 6, attached), unless the tree becomes irreparably damaged or diseased, or unless no feasible site design can accommodate its retention:

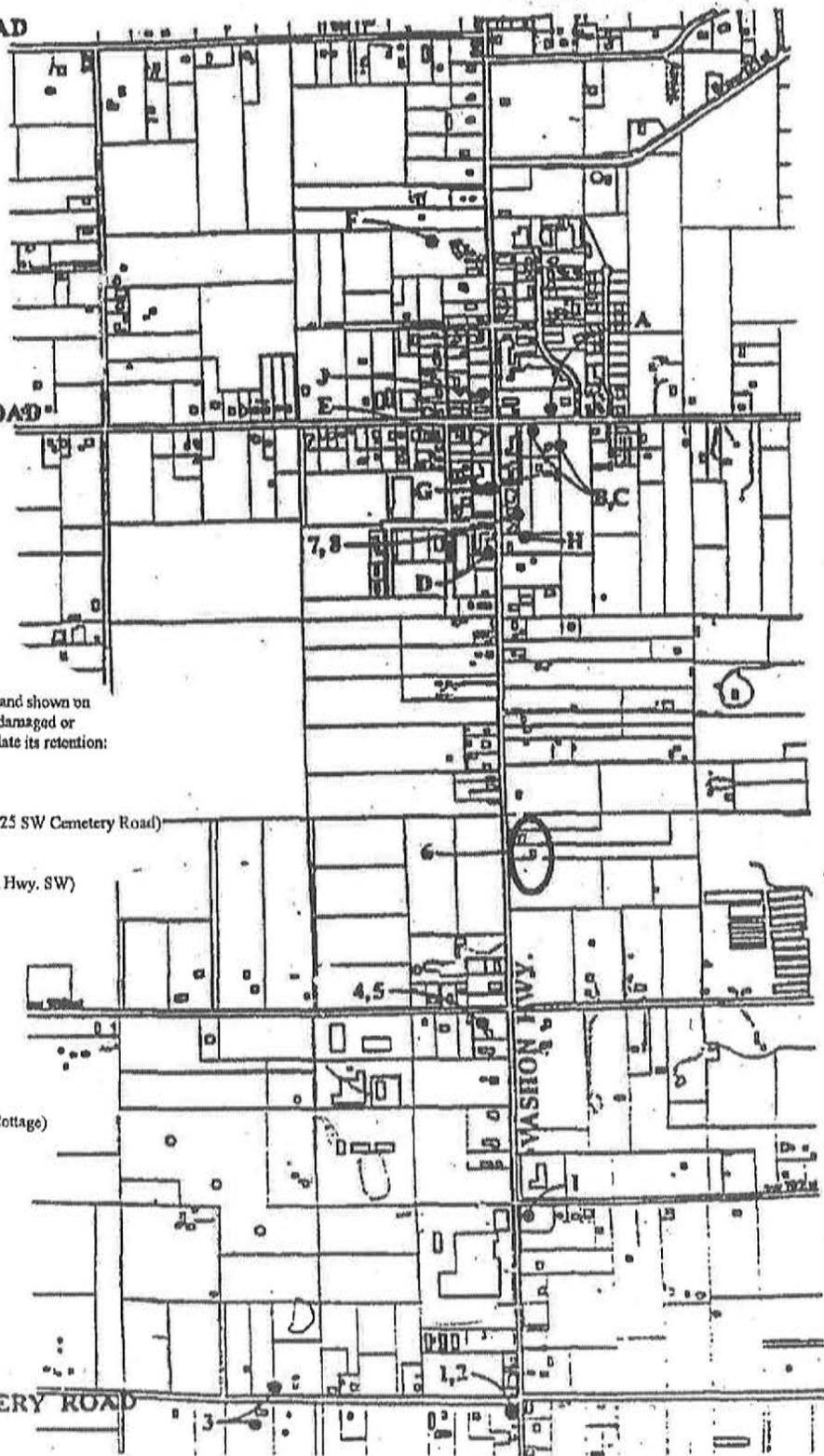
- i-1. Black Walnut (Owen's Antiques)
- i-2. Butternut (Owen's Antiques)
- i-3. Sassafras, daimyo oak, others (10322 and 10325 SW Cemetery Road)
- i-4. Copper Beech (9915 SW 188th Street)
- i-5. Pin Oak, others (9915 SW 188th Street)
- i-6. Nine Black Locusts (18418 and 18430 Vashon Hwy. SW)
- i-7. Coast Redwood (17722 Vashon Hwy. SW)
- i-8. Italian Cypress (17722 Vashon Hwy. SW)
- i-9. Silver maple (Seafirst Bank)
- i-10. Tulip (Eernisee Property)
- i-11. Monkey (Eernisee Property)
- i-12. Monkey (Napa Auto Parts)
- i-13. Monkey (10007 SW Bank Road)
- i-14. Chestnut (west of Vashon Village)
- i-15. Norway Spruce (Presbyterian Church)
- i-16. Western and Eastern White Pines (Kimmeo)
- i-17. Sequoia (south of Mom's Deli)
- i-18. Douglas Fir and Western Red Cedar (Santa's Cottage)

SW CEMETERY ROAD



Vashon Town Plan

NOTABLE
TREES
FIGURE 6R



CV - Do Pass
PASSED 9-0 RMK, PVR, CS, LP excused

12395

VTP
Amendment
#7

July 15, 1996

Introduced By:


Greg Nickels

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AMENDMENT TO THE VASHON TOWN PLANNING PROPOSED ZONING

Amend the Vashon Town Plan Proposed Zoning, Attachment 2 to Proposed Ordinance 96-434, by adding the following footnote to the allowed uses listed on Attachment 2f:

DWELLING UNITS, TYPES: Townhouse; Apartment**

**Residential density for mixed use development in Community Business zone shall not exceed eight units per acre.

Rationale:

This further amendment to the P-Suffix conditions for Community Business zoned property was developed in conjunction with the Vashon Town Plan Committee to insure densities in mixed use are consistent with the overall densities proposed for the Rural Town.