

RESOLUTION NO. 06-402

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE THE ASSIGNMENT OF RIGHTS FOR THE RAVENSDALE RIDGE FORESTRY RESTRICTION CONSERVATION EASEMENT, THE ASSIGNMENT OF RIGHTS FOR THE RAVENSDALE RIDGE DEVELOPMENT RIGHT EXTINGUISHMENT CONSERVATION EASEMENT, AND THE ASSIGNMENT OF RIGHTS FOR THE RAVENSDALE RIDGE TRAIL CORRIDOR CONSERVATION EASEMENT

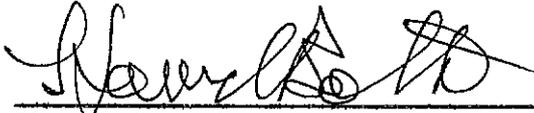
WHEREAS, Plum Creek Land Company, a Delaware Corporation, the City of Black Diamond, a municipal corporation, King County, a Washington home rule charter county, and Cascade Land Conservancy, a Washington nonprofit corporation have entered into the Black Diamond Area Open Space Protection Agreement ("BDAOSPA") dated the 6th day of June, 2005; and

WHEREAS, the BDAOSPA contemplated that Cascade Land Conservancy would monitor the properties subject to the Conservation Easements set forth above and as identified in the BDAOSPA; and

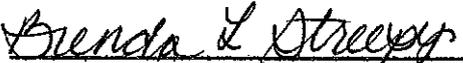
WHEREAS, Cascade Land Conservancy is qualified to monitor the Conservation Easements; now, therefore

BE IT RESOLVED that the Mayor is hereby authorized to execute the Assignment of Rights for the Ravensdale Ridge Forestry Restriction Conservation Easement, substantially in the form attached hereto as Exhibit A; the Assignment of Rights for the Ravensdale Ridge Development Right Extinguishment Conservation Easement, substantially in the form attached hereto as Exhibit B; and the Assignment of Rights for the Ravensdale Ridge Trail Corridor Conservation Easement, substantially in the form attached hereto as Exhibit C.

ADOPTED by the City Council at an open public meeting held on the 17th day of August, 2006.

  
Howard Botts, Mayor

Attest:

  
Brenda Streepy, City Clerk

When Recorded Mail To:

Preston Gates & Ellis LLP  
925 Fourth Avenue  
Suite 2900  
Seattle, Washington 98104-1158  
Attn: Konrad J. Liegel

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**ASSIGNMENT OF RIGHTS**  
**(Ravensdale Ridge Trail Corridor Conservation Easement)**

Grantor/Assignor: The City of Black Diamond, a Washington municipal corporation

Grantee/Assignee: Cascade Land Conservancy, a Washington nonprofit corporation

Legal Description (abbreviated): S 100' & E 100' SEC 1 TWN 21N R 6 EWM; S 100'  
OF THE E 100' SEC 36 TWN 22N R 6 EWM; S 100' SEC 31 TWN  
22N R 7 EWM; W 100' AND S 100' SEC 5 TWN 21N 4 7 EWM

Additional legal(s) on Page: Exhibit A

Assessor's Tax Parcel ID#: 312207-9075; 312207-9080; 212207-9085; 362206-9009;  
012106-9001; 012106-9009; 012106-9003; 012106-9004; 012106-  
9007; 012106-9008; 052107-9001; 052107-9029

Reference number(s) of related/assigned/released/document(s): 20060323001822

## ASSIGNMENT OF RIGHTS

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the \_\_\_\_ day of August, 2006, by THE CITY OF BLACK DIAMOND, a municipal corporation of the State of Washington ("Assignor" or the "City"), to and in favor of CASCADE LAND CONSERVANCY, a Washington nonprofit corporation ("Assignee" or "Cascade") (collectively, the "Parties").

### RECITALS

A. Assignor has entered into a conservation easement ("Easement") with Plum Creek Land Company (the "Easement Grantor" or "Plum Creek") in regards to certain real property located in King County, Washington (the "Protected Property"), the legal description of which is set forth in Exhibit A attached hereto and incorporated herein by this reference. The name and address of the Easement Grantor and the recording number of the Easement are set forth in Exhibit B attached hereto and incorporated herein by this reference.

B. The Easement provides for permanent preservation and protection of open space land of the Protected Property, as defined in the Easement.

C. The Easement allows Assignor to assign to Assignee certain rights for access to and stewardship of the Protected Property covered by the Easement.

**Now, therefore, the City and Cascade agree as follows:**

### AGREEMENT

1. **Assignment.** For and in consideration of Cascade's obligations under this Assignment, the City does hereby irrevocably assign, transfer, set over, convey and deliver to Cascade the following rights (collectively referred to as "Rights") under the Easement, the recording number of which is set forth in Exhibit B, which Rights shall be held in common by the City and Cascade:

A. Preservation and Protection. To preserve and protect in perpetuity the Conservation Values of the Protected Property as provided in the Easement.

B. Access. To enter the Protected Property as provided in the Easement and as deemed necessary by Cascade in order to monitor and evaluate compliance with and otherwise enforce the terms of the Easement.

C. Injunction and Restoration. To prevent or enjoin any use of, or activity on, the Protected Property that is restricted or is otherwise inconsistent with the Purpose of the Easement, including trespass by members of the public, and to require the restoration of such

areas or features of the Protected Property as may be damaged by uses or activities contrary to the provisions of the Easement, consistent with Section 8 of the Easement.

D. Enforcement. To enforce the terms of the Easement, consistent with Section 8 of the Easement.

This Assignment does not include the assignment of any right on the part of Cascade to construct a pedestrian trail over, through, along and across the Protected Property.

2. **Cascade's Responsibilities.** Other than as specified herein, this Assignment is not intended to impose any legal or other responsibility on Cascade. To accomplish the Purpose of the Easement, Cascade shall have the responsibility, at least annually, of making a visual field inspection of the Protected Property, and of reporting to the City, on an annual basis, any monitoring or enforcement activities related to the Protected Property. At such time as any forest practice is proposed for any portion of the Protected Property, Cascade shall review all applicable forest practice plans for compliance. Following any forest practice activity, Cascade shall conduct a site visit and provide the City with a report summarizing the activity and any concerns or violations of the Easement. Cascade may finance its responsibilities under this paragraph from the Stewardship Fund.

3. **Cascade's Exercise of Rights and Responsibilities.** Cascade hereby represents and warrants that its exercise of rights and responsibilities under this Assignment will be consistent with the Purpose, as defined in the Easement.

4. **Obligations.** It is expressly understood and agreed that, by the acceptance of this Assignment, Cascade has not assumed, and shall not be obligated to keep, fulfill, observe, perform or discharge, any duty or obligation of Assignor under the Easement.

5. **Representations and Warranties of Assignor.** The City hereby represents and warrants to Cascade that:

A. The Easement Grantor has authorized and approved this Assignment.

B. Neither the City nor the Easement Grantor has any claims or causes of action, at law or in equity, with respect to the Easement as of the date provided above.

6. **Indemnity.**

A. Assignor hereby agrees to indemnify Assignee, its officers, employees and agents, against and defend and hold Assignee, its officers, employees and agents, harmless from and against any and all costs, claims, fees and expenses arising out of or in any way relating to injury to or death of any person, or physical damage to any property, resulting from the acts or omissions of Assignor, its officers, employees or agents, on or about the Protected

Property, except to the extent caused by the negligent acts or omissions of Assignee, its officers, employees or agents.

B. Assignee hereby agrees to indemnify Assignor, its officers, employees and agents, against and defend and hold Assignor, its officers, employees and agents, harmless from and against any and all costs, claims, fees and expenses arising out of or in any way relating to injury to or death of any person, or physical damage to any property, resulting from the acts or omissions of Assignee, its officers, employees or agents, on or about the Protected Property, except to the extent caused by the negligent acts or omissions of Assignor, its officers, employees or agents.

7. **Assignment Term.** The term of this Assignment shall be the same as the term of the Easement.

8. **Termination.** If at any time during the term of this Assignment (a) it becomes impossible for Cascade, through no action of its own, to undertake its rights and/or responsibilities under this Assignment, (b) Cascade ceases to exist or to be authorized to acquire and hold conservation easement interests under RCW 64.04.130 and 84.34.210 (or any successor provision(s) then applicable), or (c) Cascade is otherwise released from its rights and responsibilities under this Assignment, then Cascade's rights and obligations under this Assignment shall terminate. The Parties shall execute and the City may record such document as it deems necessary with respect to such termination.

9. **No Compensation in the Event of Extinguishment or Condemnation.** Cascade acknowledges that it shall have no compensable interest in the Easement in the event that the Easement is extinguished or the Protected Property subject to the Easement is taken, in whole or in part, by exercise of the power of eminent domain.

10. **Interpretation.** The defined terms in this Assignment shall have the meaning provided in the Easement unless specifically defined herein. All recitals and Exhibits to this Assignment are, by this reference, incorporated herein.

11. **Governing Law and Venue.** This Assignment shall be governed by the laws of the State of Washington.

12. **Severability.** If any provision of this Assignment or any provision of any document incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Assignment which can be given effect without the invalid provision, and to this end, the provisions of this Assignment are declared to be severable.

**ASSIGNOR (the City):**

THE CITY OF BLACK DIAMOND, a  
municipal corporation

By *Howard Botts*  
Its Mayor

**ASSIGNEE (CASCADE):**

CASCADE LAND CONSERVANCY, a  
Washington nonprofit corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING )

On this 12<sup>th</sup> day of September, 2006, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Howard Botts to me known to be the Mayor of The City of Black Diamond, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

Given under my hand and official seal hereto affixed the day and year in this certificate first above written.



*Cristine Kandior*  
(Signature of Notary)  
Cristine Kandior  
(Print or stamp name of Notary)

Notary public in and for the State of Washington, residing at Maple Valley  
My appointment expires: 1/15/2010

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Cascade Land Conservancy, the Washington nonprofit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

Given under my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

Notary public in and for the State of  
Washington, residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION FOR RAVENSDALE RIDGE TRAIL CORRIDOR**

The south 100 feet AND the east 100 feet of Section 1, Township 21 North, Range 6 East, W.M.;

The south 100 feet of the east 100 feet of Section 36, Township 22 North, Range 6 East, W.M.;

The south 100 feet of Section 31, Township 22 North, Range 7 East, W.M.;

The west 100 feet AND the south 100 feet of Section 5, Township 21 North, Range 7 East, W.M.; EXCEPT Burlington Northern, Inc. Right of Way.

Situate in King County, Washington.

## **EXHIBIT B**

1. The current owner of the Property is Plum Creek Land Company, whose address is 999 Third Avenue, Suite 4300, Seattle, WA 98104.
2. The Conservation Easement Deed was recorded on March 23, 2006 in the real property records of King County, Washington, under Auditor's File Number 20060323001822 (map of property included).