



Highline Public Schools Board Action Report

DATE: ~~05/29/2024~~ 06/03/2024

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FROM: Dr. Ivan Duran, Superintendent

LEAD STAFF: Scott Logan, Chief Operations Officer

For Introduction: 06/05/2024 For Action: 06/17/2024

I. TITLE Motion to Approve Resolution 11-24 for the Trust for Public Lands and King County Conservation Easement of Waskowitz Property

Select one: ☒ New Item ☐ Renewed Item ☐ Annual Item ☐ Revised Item

II. WHY BOARD ACTION IS NECESSARY

Board Policy 9271 and 9273 state that the board has exclusive control of the disposal of all district property, and at its discretion, may enter into rental (lease) agreements involving school district property.

III. BACKGROUND INFORMATION

In 2022, the district was approached by the Trust for Public Lands (TPL) regarding the conservation of natural resources at Waskowitz Outdoor Education Center, specifically the 300 acres lying southerly from the South Fork of the Snoqualmie River. This portion of the property is unoccupied by Waskowitz Outdoor Education facilities but is utilized by the program for recreational activities. Through the [Trust for Public Lands-King County](#) Conservation Easement, the [approximate](#) 300 acres of timber would be purchased by the TPL, but the land would remain under District ownership. This purchase of [timber development rights](#), acting as the Conservation Easement, protects the 300 acres from development in perpetuity. Further, if the district chose to sell the 300-acre land in the future, the Conservation Easement would remain intact throughout new ownership.

On December 13, 2023, the Highline School Board approved the Easement Option Agreement and The Professional Services Agreement. With these executed agreements, the TPL completed an extensive appraisal process on the 300 acres of timber, to determine a fair market value (FMV) price. The [total](#) FMV was established at \$8,033,000 which includes the 300 acres of timber lying southerly from the South Fork of the Snoqualmie River, and undeveloped parcels A, B, and C which lie northerly from the South Fork of the Snoqualmie River. Further, critical areas within the conservation easement were carefully considered, and public access restrictions and limitations were set forth, ensuring that regular operations at Waskowitz Outdoor Education are protected. [The after-value conclusion of the 300 acres and parcels A, B, and C is \\$700,000.00. Subtracting this after-value amount, the appraisal and closing costs associated with the Conservation Easement, the district can expect \\$7,033,000.00 in trust fund revenue.](#)

Summary of Value Conclusions		
Appraisal Premise	As of Date	Reconciled Value
Before Value Conclusions:		
As is Market Value of Parcels A-C		\$1,250,000
As is Market Value of Parcels D-M		\$6,783,000
Total Value		\$8,033,000.00
After Value Conclusions:		
As is Market Value		\$700,000
Total Conservation Easement Revenue		\$7,033,000.00
(deducts after-value conclusion, appraisal, and closing costs)		

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To address and secure the long-term sustainability of the Waskowitz Outdoor Education Center, we propose establishing a Trust that will use the funds generated by the conservation easement to support the Waskowitz Outdoor Education Center in perpetuity. The conservation easement is a legal agreement to protect Waskowitz Outdoor Education Center land from development and preserve its ecological and historical value. The conservation easement will also generate a one-time payment from the King County Conservation Futures Program, which will be transferred to the proposed Highline Public Schools Waskowitz Outdoor Education Center Trust Fund upon completing the easement process.

The purpose of the Trust is to provide a stable and consistent source of income for Waskowitz Outdoor Education Center. The benefits of the Trust are manifold. The Trust will enable Waskowitz Outdoor Education Center to:

- Maintain and improve its facilities and infrastructure, such as roofs, plumbing, electrical systems, septic systems, roads, trails, bridges, and fire safety equipment.
- Enhance its programs and curriculum, such as developing new modules, integrating technology, aligning with state standards, and providing professional development for staff.
- Expand its outreach and access by offering scholarships, transportation, and fee waivers for low-income and underserved students and partnering with other organizations and districts to increase participation and diversity.
- Preserve its legacy and vision, such as honoring its history, culture, and traditions and promoting its mission, values, and goals for the future.

District staff recommend School Board acceptance and approval of this motion, which will allow the execution of the Deed of Conservation Easement, and the Amendment to Easement Option Agreement of Waskowitz's undeveloped and timbered property. Currently, non-substantive areas of the Deed of Conservation Easement are still in draft and will be finalized and available for the school board to review before action, on June 17, 2024.

IV. RECOMMENDED MOTION

I move that the Highline School Board approve Resolution 11-24 for the Trust for Public Lands and King County Deed of Conservation Easement, and the Amendment to Easement Option Agreement for Waskowitz undeveloped and timbered property.

V. FISCAL IMPACT/REVENUE SOURCE

The fiscal impact of this action will be \$87,033,000.00 in revenue, [through a district trust fund](#).

The revenue source for this motion is [the District Trust Fund, King County and the Trust for Public Lands](#).

Expenditure: ☒ One-time ☐ Annual

VI. APPLICABLE POLICY(S)

This action is in compliance with the following:
9271 and 9273

VII. ALTERNATIVES

Denying the motion to accept the fair market value and approve the Deed of Conservation Easement would likely end negotiations with King County and Trust for Public Lands. Further, it would leave the 300 acres of timber at Waskowitz open to future development.

VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: ☐ Yes ☒ No

IX. ATTACHMENTS

1. Resolution 11-24 (for approval)
2. Deed of Conservation Easement (for review, final version by 06/14)
3. Amendment to Easement Option Agreement for Parcels A-C (for review)
4. Present Conditions Report (for review)

HIGHLINE SCHOOL DISTRICT NO. 401

RESOLUTION NO. 11-24

Surplus and Sale of Conservation Easements at Waskowitz Outdoor Education Center

WHEREAS, Highline School District No. 401 (the “District”) owns certain real property located in King County, Washington and commonly known as Waskowitz Outdoor Education Center. Waskowitz Outdoor Education Center consists of approximately 372 acres lying on both the north and south shores of the South Fork of the Snoqualmie River;

WHEREAS, the District and The Trust for Public Land (“TPL”) entered into that certain Easement Option Agreement last signed as of February 6, 2024 (the “Option Agreement”), with respect to that portion of the Waskowitz Outdoor Education Center property lying southerly of the South Fork of the Snoqualmie River;

WHEREAS, pursuant to the Option Agreement, the District Granted to TPL an option to purchase conservation easements over all or a portion of the Property (“Conservation Easements”), as substantially set forth in the Option Agreement. The Conservation Easements would be granted and conveyed either to TPL or to King County (the “County”) upon TPL’s exercise of its option. Upon the granting of a Conservation Easement, TPL may be entitled to a payment under that certain Services Agreement entered into between the District and TPL on or about the same date as the Option Agreement (“Services Agreement”);

TPL has proposed that certain Amendment to Easement Option Agreement dated for reference purposes as of May 24, 2024 (the “Option Amendment”) in the form attached as Exhibit A which would expand the property subject to the Option Agreement such that the total property subject to TPL’s option will consist of approximately 345.49 acres, as more particularly described in the Option Amendment (the “Property”);

WHEREAS, pursuant to RCW 28A.335.090(1), the Board has exclusive control of all real property belonging to the district, and, subject to RCW 28A.335.120, may sell and convey the District’s interest in real property;

WHEREAS, the Board has concluded that the interests in the Property that are and will be subject to the Option Agreement (as amended by the Option Amendment), and which would be conveyed upon the granting of one or more Conservation Easements, are no longer needed or required for school purposes, and are therefore surplus; and

WHEREAS, TPL and the District have agreed on the form of Conservation Easement to be granted to King County, which is attached hereto as Exhibit B (the “Deed of Conservation Easement”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Highline School District No. 401, King County, Washington, as follows:

- 1. that the District shall proceed with the execution and acknowledgment and delivery to the County of the Deed of Conservation Easement on substantially the terms of the Option Agreement; and
- 2. that the Superintendent is authorized and directed to: (i) proceed with the transactions contemplated by the Option Agreement and execute, acknowledge and deliver the Deed of Conservation Easement; (ii) deposit proceeds from the sale of Conservation Easements (if any) into the appropriate District accounts and/or pay to TPL any payments required under the Services Agreement; and (iii) execute, acknowledge and deliver the Option Amendment any and all necessary documents and take all further actions necessary or advisable to be done to accomplish the foregoing, all in accordance with Chapter 28A.335 RCW and other applicable laws and District policies.

ADOPTED this ____ day of _____, 2024.

HIGHLINE SCHOOL DISTRICT NO. 401

Board of Directors

I, Ivan Duran, Secretary to the Board of Directors of Highline School District No. 401, do hereby certify that the above is a true and accurate copy of Resolution No. 11-24 for the use and purpose intended.

Ivan Duran, Ed.D
Secretary to the Board

Exhibit A

Form of Option Amendment

[Attached]

Exhibit B

Form of Deed of Conservation Easement

[Attached]

When Recorded Mail To:

King County
Department of Natural Resources & Parks
Water and Land Resources Division
201 S. Jackson St., Suite 5600
Seattle, WA 98104-3855

DEED OF CONSERVATION EASEMENT

Grantor: Highline School District #401, a Washington school district

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

Legal Description (abbreviated): PTN SE SE, SEC 14 and PTN W1/2 of NE, NW, SW and W1/2 of SE, SEC 24-23-8E, W.M.

Additional legal on Pages 17-18.

Assessor's Tax Parcel ID#: 142308-9019-09, 142308-9020-06, 142308-9029-07, 242308-9003-05, 242308-9004-04, 242308-9006-02, 242308-9009-09, 242308-9010-06, 242308-9011-05, 242308-9012-04, 242308-9013-03, 242308-9020-04, 242308-9021-03

This Deed of Conservation Easement is granted on this _____ day of _____ 2024, by Highline School District No. 401, a Washington school district ("Grantor"), to King County, a home rule charter county and political subdivision of the State of Washington "Grantee"), each of which may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Grantor and Grantee make the following recitals:

A. Grantor is the sole owner in fee simple of the real property legally described in Exhibit A attached to and made a part of this Deed (the "Protected Property"), which consists of approximately 345.49 acres of land located in King County, Washington. A map of the Protected Property is attached to, and made part of this Deed, as Exhibit B.

B. The Protected Property, possesses natural, open space, ecological, scenic, recreational and educational values that are of great importance to Grantor, Grantee, the people of King County and the people of the State of Washington. These values are referred to herein as the "Conservation Values" of the Protected Property.

C. A non-exhaustive list of specific Conservation Values of the Protected Property are further documented in an inventory of the relevant features, current use and state of improvement of the Protected Property, dated June 2024, attached hereto as Exhibit C, and incorporated herein by this reference ("Present Conditions Report"). The Present Conditions Report was prepared by Grantee and reviewed and approved by Grantor. Grantor and Grantee acknowledge and agree that to the best of their knowledge the Present Conditions Report includes a complete and accurate description of the Protected Property. Grantor and Grantee have been provided copies of the Present Conditions Report. The Present Conditions Report is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms

of this Easement. Should Grantee or Grantor or their assigns perform any restoration project or construct or alter any permitted improvements on the Protected Property as authorized by this Easement, the Parties will update the Present Conditions Report by attaching a description of the project and a map detailing the project.

D. The Grantor is conveying the property interest conveyed by this Deed for the purpose of ensuring that, under the Grantee's perpetual monitoring, the Conservation Values of the Protected Property will be conserved and maintained in perpetuity, and that uses of the Protected Property that are inconsistent with these Conservation Values will be prevented or corrected. The Parties agree, however, that the current use of, and improvements to, the Protected Property, including those documented in the Present Conditions Report, are consistent with the conservation purposes of this Deed.

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

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

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

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

F. The Grantee is a "qualified conservation organization," as defined by the Internal Revenue Code, and accepts the responsibility of enforcing the terms of this Deed and upholding its conservation purposes forever.

G. The property herein conveyed was purchased with King County Conservation Futures Tax Levy funds and is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, et seq., and King County Code 26.12.005, et seq. The project was also funded in part by and is subject to the terms of the Parks Levy authorized by King County Ordinance 18890 and approved by voters in August 2019. The County covenants that the property interest will be used for the purposes contemplated by Ordinance 18890, that the property interest shall not be transferred or conveyed except by deed providing that the property interest shall continue to be used for the purposes contemplated by Ordinance 18890, and that the property interest shall not be converted to a different use unless other equivalent property interest within the County shall be received in exchange therefor.

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

1. Grant of Easement

Grantor voluntarily conveys and warrants to Grantee, its successors and assigns, and Grantee accepts, as permitted by RCW 64.04.130 and RCW ch. 84.34, a conservation easement (the "Easement") in perpetuity over the Protected Property on the terms and conditions set forth herein exclusively for the purpose of conserving the Conservation Values of the Protected Property.

2. Purpose

The exclusive purpose of this Easement to preserve and protect the Conservation Values of the Protected Property, subject to the Grantor's reserved rights, which Parties agree are consistent with such Conservation Values. The Parties intend that this Easement will confine the use of the Protected Property to such activities as are consistent with the Conservation Values, including uses listed in the Present Conditions Report, and do not intend for the Easement to impair or prohibit Grantor's right to use the Protected Property for outdoor education purposes.

3. Rights of Grantee

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

- (a) To preserve and protect the Conservation Values of the Protected Property.
- (b) To enter upon the Protected Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with Section 9; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, shall not occur while students or program attendees are present on the Protected Property unless permitted by Grantor in writing, and Grantee shall not in any case unreasonably interfere with Grantor's quiet use and enjoyment of the Protected Property.
- (c) To allow persons or groups, including Grantee, to enter upon the Protected Property for scientific and educational purposes at mutually agreeable dates and times and upon not less than ten business days prior notice to Grantor.
- (d) To conduct, with reasonable prior notice to Grantor, survey, site preparation, removal of invasive non-native riparian vegetation, streambank stabilization, installation of large woody debris and other activities associated with habitat and/or shoreline restoration. Nothing herein shall be deemed to imply any obligation to perform such restoration activities.

(e) Subject to Grantor's reserved rights, to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.

(f) In coordination with Grantor, to install informational signs for educational purposes, to give notice of the existence of public recreational trails, if any, on the property, to inform the public of the sources of funding used to acquire this easement, or to establish rules for use of the property.

4. *Prohibited Uses*

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

(a) *Development Rights.* The use of development rights now or hereafter associated with the Protected Property, except those specifically reserved under this Easement. The Parties agree that such rights are removed from the Protected Property and may not be used on or transferred to any other portion of the Protected Property as it now or hereafter may be bounded or described or used on or transferred to any other property.

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

(c) *Construction and Improvements.* Except as permitted in Sections 5(b), 5(c), and 5(d), the placement or construction, of any new buildings, structures, or other improvements of any kind, including, without limitation, fences, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines. Impermanent structures including mobile homes, campers, other live-in vehicles, boats on trailers, horse trailers or other trailers are prohibited on the Protected Property.

(d) *Paving and Road Construction.* Except as permitted in Section 5, the paving or covering of any new portion of the Protected Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a new road or trail for vehicular use. This provision does not restrict Grantor's ability to construct, maintain, or reconstruct existing unpaved and paved access, maintenance, ADA-accessible, and emergency vehicles access roads.

(e) *Commercial Development.* Any commercial or industrial use or activity on the Protected Property unrelated to Grantor's existing use for outdoor education, including but not limited to commercial recreational activities involving active recreation.

(f) *Surface Alteration.* Except as provided in Section 5, any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod.

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

(h) *Wetlands.* Except as provided in Sections 5(f) and 5(g), any activity on the Protected Property that changes, disturbs, alters or impairs the plant and animal habitat, ecological value or scenic qualities of a wetland or wetland buffer. These prohibited activities include without limitation artificially draining water into or out of a wetland; grading, filling or compacting wetland soils; conducting domestic animal grazing or agricultural activities of any kind; hunting or trapping; and application of biocides except when determined by the Grantee to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species.

(i) *Ponds, Watercourses, and Wells.* Except as provided in Section 5(d), the alteration or manipulation of the ponds, water courses, and wells located on the Protected Property, or the creation of new water impoundments, water courses, or wells, for any purpose.

(j) *Alteration Surface Water, Subsurface Water or Channeling Water.* Except as permitted in Section 5(g), any alteration of the surface water channels on the Protected Property including the removal of fallen trees, gravel or rocks from a water channel or the damming of the water channel, including the lining of the water channel with rocks, wood, trees, sand bags, or other materials.

(k) *Introduced Vegetation.* The planting or introduction of nonnative species of plants.

(l) *Removal of Trees.* Except as provided in Section 5, the pruning, cutting down, or other destruction or removal of trees located on the Protected Property, except as approved by King County, and/or as necessary to control or prevent hazard, disease or fire or to improve forest health. This provision shall not be interpreted to prohibit Grantor from cutting snags or over mature trees, or removing storm debris or trees, snags or limbs which are hazardous to permitted structures or persons engaged in permitted uses of the Property or which impeded access to permitted structures, driveways, or trails.

(m) *Waste Disposal.* The disposal, storage, or release of hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Protected Property. The term “release” shall mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term “hazardous substances” as used in this Easement shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a

pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

(n) *Active Recreation Unrelated to Outdoor Education.* Conducting or allowing activities, such as golf courses, ball fields, motocross, equestrian, campgrounds or any other similar intensive and predominantly commercial use.

(o) *Commercial Signs.* The placement of commercial signs, billboards, or other commercial advertising material on the Protected Property, except in connection with sale or lease of the Protected Property. This provision shall not be interpreted to prohibit Grantor from placing small signs that advise “no hunting”, “private area”, or other similar small signs; provided that such signs are designed and located to avoid or minimize impact on the Conservation Values of the Protected Property.

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

(q) *Vehicles.* The operation of motorcycles, dune buggies, all-terrain vehicles, snow mobiles, or other types of off-road motorized vehicles or the operation of other sources of excessive noise pollution or which may cause resource degradation; except that Grantor may use vehicles for maintenance and operation of its recreational and outdoor education program and activities.

5. *Reserved Rights*

Notwithstanding any restriction in Section 4, 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. 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 and Educational Uses and Activities.* The right to conduct and allow day and overnight recreational and educational program, activities, and uses normally associated with a commercial camp and retreat center; provided that such programs, activities, and uses do not interfere with the Conservation Values of the Protected Property; and provided further that such use does not include any of the prohibited uses set forth in Section 4 of this Easement and are otherwise consistent with the purpose and terms of this Easement.

(c) *Recreational and Educational Improvements.* The right to use, repair, maintain, reconstruct, and replace existing structures and improvements documented in the Present Conditions Report. Grantor further reserves the right to construct, repair, maintain, and replace new *structures associated with limited impact recreational use such as bathrooms (including concrete bathroom facilities), lean-tos, informational boards, wildlife viewing platforms, trail*

structures, open-air shelters, gazebos, picnic areas, and other similar low-intensity improvements to serve outdoor educational or recreational uses, provided that (i) such improvements are consistent with the Conservation Values; and (ii) Grantor receives prior written consent to make such improvements from Grantee, which consent may not be unreasonably conditioned or withheld. This right includes the right to construct and maintain existing, new, or expanded driveways or roads needed to serve permitted improvements, and the right to clear and grade as necessary for installation of permitted improvements, provided that any clearing and grading is conducted in a manner that is minimally intrusive.

(d) *Utilities*. To install, use, maintain, repair, reconstruct, relocate, or replace any utilities necessary to serve permitted structures and improvements; provided that (i) utility routes and locations shall minimize impact on the Conservation Values and shall be located within structures or along driveway corridors to the extent feasible; and (ii) Grantor receives prior written consent to reconstruct, relocate, or replace any utilities from Grantee, which consent may not be unreasonably conditioned or withheld. Grantor shall also have the right to install and maintain a well for the purpose of providing drinking water to serve its recreational and outdoor educational programs and activities.

(e) *Trails/Paths*. To use, construct, and maintain new and existing soft-surface pedestrian trails; provided that such trails are consistent with the Conservation Values. Use of concrete or asphalt for passive recreation trails is expressly prohibited, unless necessary to provide ADA-compliant access.

(f) *Forest Management*. To manage forested land on the Protected Property by selective thinning, pruning, and planting for noncommercial purposes, which may include forest management for safety of users of the Property; for control of active fires, and prevention of fire and disease; for restoration or enhancement of wildlife habitat; for removal of storm debris of trees, snags or limbs as provided in Section 4(l); provided that forest activities must be conducted in a manner and intensity that do not unreasonably adversely and materially affect the Conservation Values; and provided further that Grantor obtains Grantee's prior written approval to employ such forest management practices, which approval may not be unreasonably conditioned or withheld.

(g) *Habitat Restoration and Enhancement*. To undertake habitat restoration or enhancement activities on both land and water resources of the Protected Property to further the purpose of this Easement; provided that such activities are (i) conducted in accordance with sound conservation management practices and are consistent with the Conservation Values, and (ii) approved by Grantee in writing, which approval may not be unreasonably conditioned or withheld.

(h) *Unlisted Use or Activity*. If a question arises about whether a particular use or activity is reserved because it is not listed explicitly in Section 5, the Parties shall consider it to be a reserved right if it is substantially similar in all material respects to a reserved right included in this Section 5.

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 attorney's 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.

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

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

(e) *Liability and Indemnification.* Grantor hereby agrees to release, hold harmless, indemnify, and defend Grantee, its officers, employees and agents from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney's and consultant's fees, arising from or in any way connected with (1) injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except to the extent caused solely by the intentional or negligent acts or omissions of Grantee, its officers, employees or agents; (2) the

violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and MTCA, by any person other than Grantee, its officers, employees and agents; or (3) the presence or release in, on, from, or about the Protected Property, at any time, of any hazardous substances, unless caused solely by the Grantee.

7. Grantee's Right to Restore the Protected Property

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

8. Access

Access by the general public to trails on the Protected Property is conveyed by this Easement, except that general public access (i) is not permitted in or on any structure, (ii) is not permitted on Parcels A nor C as depicted in Exhibit A, and (iii) may be restricted to certain days/hours set forth by Grantor on Parcels D through M (as depicted on Exhibit A) to preserve Grantor's existing outdoor education and recreational uses of the Protected Property and its rights and obligations as a school district. Any public access to Parcels A or C, a structure, or to Parcels D through M outside of restricted days/hours shall constitute a trespass unless otherwise agreed to in writing by Grantor, and Grantor shall have the right to prevent, report, and seek any and all legal remedies in the event of trespass. Public use shall be restricted to hiking, running, and other pedestrian uses and shall not include biking, horse riding, nor any use of motorized or battery-powered vehicles. Grantor shall notify Grantee of the days and hours public access will be permitted, and post signage in conspicuous locations prescribing (i) the days and hours the Protected Property may be utilized by the public; and (ii) any activities prohibited on the Protected Property by Grantor.

9. Enforcement

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

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

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

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

(d) *Immediate Action Required.* If Grantee, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire; provided however that any entrance onto the Protected Property by Grantee or its agents shall not occur while students or program attendees are present unless specifically permitted by Grantor in writing.

(e) *Nature of Remedy.* Grantee's rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that if it continues to violate the terms of this Easement after reasonable written notice and opportunity to cure as provided in Sections 9(a) and 9(b), Grantee may seek injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

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

(g) *Grantee's Discretion.* Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, earth movement, insect infestation, disease, and from any prudent action taken

by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property or inhabitants, guests, or invitees thereof, resulting from such causes.

10. *Alternate Dispute Resolution*

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

11. *Notice and Approval*

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

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

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

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

13. *Termination of Easement*

(a) *Frustration of Purpose.* If a court of competent jurisdiction determines that conditions on or surrounding the Protected Property change so much that it becomes impossible to fulfill any of the conservation purposes of the Easement, the court may, at the joint request of both the Grantor and Grantee, terminate in whole or in part the Easement created by this Deed.

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

(c) *Proceeds.* If all or part of the Protected Property is sold or taken in an exercise (or threatened exercise) of eminent domain for public use so as to abrogate the restrictions imposed by this Conservation Easement and result in termination of the Easement, Parties shall coordinate to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the Grantor and Grantee in such action shall be paid out of the recovered proceeds. Of the remaining proceeds, Grantee shall be entitled to a percentage equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of termination. The Grantee shall use the proceeds consistently with the conservation purposes of this Easement.

14. *Modification*

This Deed may be modified by agreement of the Parties, provided that any such amendment shall be consistent with the purpose of the Easement and shall not effect its perpetual duration. All modifications shall be in writing, signed by both Parties and recorded in the real property records of King County.

15. *Interpretation*

This Deed shall be interpreted under the laws of Washington, without giving effect to its conflicts of law rules or choice of law provisions, and resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. *Perpetual Duration*

This Easement created by this Deed shall be a binding servitude running with the land in perpetuity, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Protected Property, or any portion thereof, to Grantee, it being the express intent of the Parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Protected Property now or hereafter held by Grantee. Every provision of this Deed that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

17. *Inaction*

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

18. *Notices*

Any notices required or permitted to be given by this Deed shall be in delivered electronically to Grantor and Grantee respectively at the following email addresses, with read receipt or delivery confirmation (or both). A Party may change its email address by providing the other Party notice in accordance with this Section 18.

To Grantor:

Highline School District No. 401
15675 Ambaum Blvd. SW
Burien, WA 98166
Attention: Scott Logan, Chief Operating Officer
Email: scott.logan@highlineschools.org

Camp Waskowitz
45509 SE 150th Street
North Bend, Washington 98045
Attention: Meredith von Trapp, Camp Director
E-mail: Meredith.vontrapp@highlineschools.org

To Grantee:

King County Department of Natural Resources & Parks
Water and Land Resources Division
201 South Jackson Street, Suite 5600
Seattle, WA 98104
Email: kelly.heintz@kingcounty.gov

19. Grantor's Title Warranty

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

20. Severability

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

21. Acceptance

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

22. Entire Agreement

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

23. Waiver of Defenses

Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the ten-year statute of limitations provided in RCW 4.16.020 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

This Conservation Easement may be executed in one or more counterparts, each of which shall be deemed an original. The signatures to this Conservation Easement may be executed and notarized on separate pages and when attached to this document shall constitute one complete document. Signatures may be affixed and exchanged via manual or electronic means with equal validity.

Grantor: Highline School District No 401, a Washington school district

Date: _____

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Warren Jimenez, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

My appointment expires _____

EXHIBIT A

PROTECTED PROPERTY
LEGAL DESCRIPTION
(See attached)

EXHIBIT "A"
Legal Description

PARCEL A: (APN 142308-9019-09)

THAT PORTION OF THE WEST 700 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE FORMER CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY, NORTHERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER AND SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), NORTH BEND TO TANNER;

TOGETHER WITH THAT PORTION OF THE WEST 700 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, LYING WITHIN THE OLD EXISTING RIGHT-OF-WAY OF PRIMARY STATE HIGHWAY NO. 2 (SR90), NORTH BEND TO TANNER, AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEERS STATION (HEREINAFTER REFERRED TO AS H.E.S.) LR 1662+08.58 ON THE LR CENTER LINE SURVEY OF SR 90, TANNER TO LOWER CROSSING SNOQUALMIE RIVER, AND 225.42 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. LR 1672+02.54 ON SAID CENTER LINE AND 152.04 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. LR 1685+93.15 ON SAID CENTER LINE AND 109.45 FEET SOUTHWESTERLY THEREFROM AND THE TERMINUS OF THIS LINE DESCRIPTION.

PARCEL B: (APN 142308-9020-06)

A STRIP OF LAND 66 FEET WIDE, BEING 33 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY WASHINGTON, WHICH SAID POINT IS 495 FEET, MORE OR LESS, NORTH OF THE CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 OF SAID TOWNSHIP;
THENCE NORTH 56°28' WEST A DISTANCE OF 841.68 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A CIRCLE OF 573.7 FEET RADIUS, A DISTANCE OF 182 FEET;
THENCE NORTH 38°16' WEST A DISTANCE OF 220.3 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A CIRCLE 573.7 FEET RADIUS, A DISTANCE OF 95 FEET, MORE OR LESS TO THE EAST AND WEST SUBDIVISION LINE THROUGH THE SOUTHEAST QUARTER OF SAID SECTION 14, AND TO A POINT 1320 FEET, MORE OR LESS, NORTH AND 1030 FEET, MORE OR LESS, WEST OF THE CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 OF SAID TOWNSHIP, AND THE TERMINUS OF SAID CENTER LINE;

EXCEPT THAT PORTION LYING SOUTHERLY OF THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED APRIL 29, 1959, UNDER RECORDING NO. 5025711;

ALSO EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 717654 FOR STATE HIGHWAY.

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



EXHIBIT "A"
Legal Description

PARCEL C: (APN 142308-9029-07)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE FORMER CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY, NORTHERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER AND SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), NORTH BEND TO TANNER;

EXCEPT THE WEST 700 FEET THEREOF;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, LYING WITHIN THE OLD EXISTING RIGHT-OF-WAY OF PRIMARY STATE HIGHWAY NO. 2 (SR90), NORTH BEND TO TANNER, AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEERS STATION (HEREINAFTER REFERRED TO AS H.E.S.) LR 1662+08.58 ON THE LR CENTER LINE SURVEY OF SR 90, TANNER TO LOWER CROSSING SNOQUALMIE RIVER, AND 225.42 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. LR 1672+02.54 ON SAID CENTER LINE AND 152.04 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. LR 1685+93.15 ON SAID CENTER LINE AND 109.45 FEET SOUTHWESTERLY THEREFROM AND THE TERMINUS OF THIS LINE DESCRIPTION.

EXCEPT THAT PORTION THEREOF LYING WITHIN THE WEST 700 OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

ALSO EXCEPT A STRIP OF LAND 66 FEET WIDE, BEING 33 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY WASHINGTON, WHICH SAID POINT IS 495 FEET, MORE OR LESS, NORTH OF THE CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 OF SAID TOWNSHIP;
THENCE NORTH 56°28' WEST A DISTANCE OF 841.68 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A CIRCLE OF 573.7 FEET RADIUS, A DISTANCE OF 182 FEET;
THENCE NORTH 38°16' WEST A DISTANCE OF 220.3 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A CIRCLE 573.7 FEET RADIUS, A DISTANCE OF 95 FEET, MORE OR LESS TO THE EAST AND WEST SUBDIVISION LINE THROUGH THE SOUTHEAST QUARTER OF SAID SECTION 14, AND TO A POINT 1320 FEET, MORE OR LESS, NORTH AND 1030 FEET, MORE OR LESS, WEST OF THE CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 OF SAID TOWNSHIP, AND THE TERMINUS OF SAID CENTER LINE;

EXCEPT THAT PORTION LYING SOUTHERLY OF THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED APRIL 29, 1959, UNDER RECORDING NO. 5025711;

AND ALSO EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 717654 FOR STATE HIGHWAY.

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EXHIBIT "A"
Legal Description

PARCEL D: (APN 242308-9003-05)✓

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON; LYING SOUTHWESTERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER;

EXCEPT THE RIGHT-OF-WAY CONVEYED TO CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY COMPANY BY DEEDS RECORDED UNDER RECORDING NOS. [680352](#) AND [718823](#), RECORDS OF KING COUNTY, WASHINGTON.

PARCEL E: (APN 242308-9004-04) ✓

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER;

EXCEPT THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE & PUGET SOUND RAILROAD.

PARCEL F: (APN 242308-9006-02)✓

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER AND NORTHERLY OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY.

PARCEL G: (APN 242308-9009-09)✓

THAT PORTION OF NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE CHICAGO, MILWAUKEE & PUGET SOUND RAILROAD RIGHT-OF-WAY.

PARCEL H: (APN 242308-9010-06)✓

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL I: (APN 242308-9011-05)✓

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

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EXHIBIT "A"
Legal Description

PARCEL J: (APN 242308-9012-04) ✓

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL K: (APN 242308-9013-03) ✓

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL L: (APN 242308-9020-04) ✓

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY.

PARCEL M: (APN 242308-9021-03) ✓

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER AND NORTHERLY OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY.

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



EXHIBIT B
PROPERTY MAP

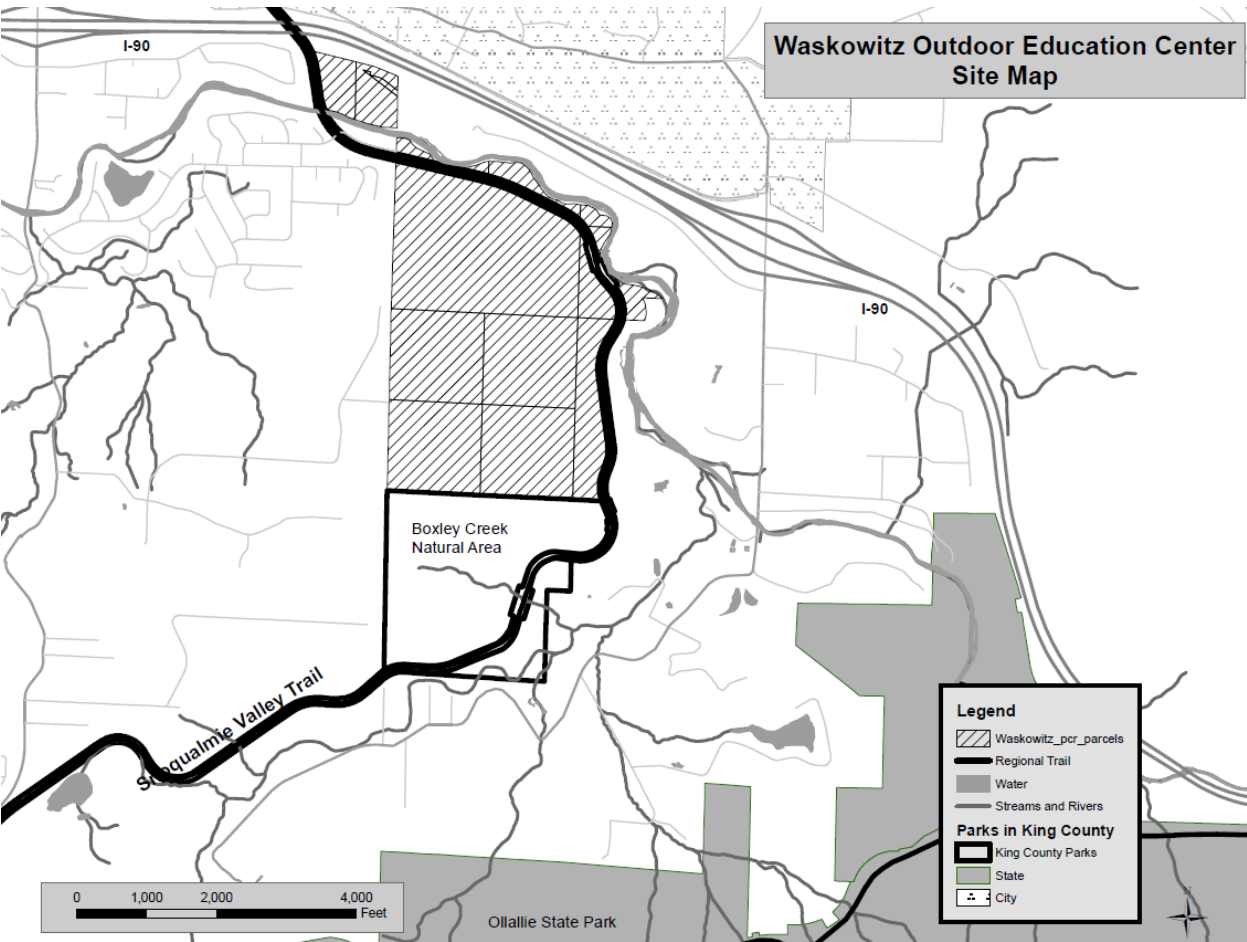


EXHIBIT C

PRESENT CONDITIONS REPORT

Introduction

King County Department of Natural Resources and Parks (DNRP) is acquiring a conservation easement (CE) adjacent to the Boxley Creek Natural Area and along the South Fork Snoqualmie River on property owned by the Highline Public Schools operated by Waskowitz Outdoor Education Center. This CE is under the management of the Environmental Policy and Initiatives Unit of DNRP, with regular monitoring to be performed by the Parks District Maintenance Coordinator. This document provides baseline information about the site and has been completed as a condition of the CE.

Part 1. General Property Information

The property that is the subject of this present conditions report and the CE comprises seven parcels north of the Boxley Creek Natural Area and south of the Snoqualmie Valley Trail in unincorporated King County east of North Bend.

Table 1. Highline Public Schools Waskowitz Outdoor Education Center General Information.

Funding Source	Conservation Futures, Open Space River Corridors and Cooperative Watershed Management grants
Parcel Owner	Highline School District
Owner Contact Information	15675 Ambaum Blvd. SW 206.631.3000
Notification Required	None
Best Available Address	45505 SE 150th St, North Bend, WA 98045
Zoning	RA5; RA 2.5
WRIA	WRIA 7

Table 2. Waskowitz Outdoor Education Center Parcel-Specific Information.

	Parcel Number	Acreage of easement on parcel	Acreage of total parcel	Zoning
A	1423089019	10.01	10.01	RA 2.5
B	1423089020	0.68	0.68	RA 2.5
C	1423089029	10.76	10.76	RA 2.5
D	2423089003	2.25	2.25	RA 5
E	2423089004	14.76	14.76	RA 5
F	2423089006	6.20	6.20	RA 5
G	2423089009	113.80	113.80	RA 5
H	2423089010	40	40	RA 5
I	2423089011	40	40	RA 5
J	2423089012	40	40	RA 5
K	2423089013	40	40	RA 5
L	2423089020	23.87	23.87	RA 5
M	2423089021	3.16	3.16	RA 5

Part 2. Acquisition, Funding Source and Deed Restrictions

Conservation Futures Tax Levy: RCW 84.34.230 authorizes Washington counties to place a Conservation Futures Tax (CFT) levy on all taxable property within their jurisdiction to acquire open space land or rights to future development (termed “conservation futures” in RCW 84.34.220). KC Ordinances 10750, 11068, and 13717 authorize Conservation Futures funding; KC Code Section 26.12 addresses Conservation Futures. Ordinance 10750 Attachments A and B stipulate that “Future use of the property is restricted to passive-use recreation. This is determined to mean that development of facilities to support organized/structured athletic activities such as ballfields, courts, and gyms is not allowed. Future use is further limited to non-motorized use, except as is necessary for maintenance or staging areas, including

entrance roads and parking to provide public access. A maximum of 15% of the total surface area of proposed acquisition project area may be developed with non-vegetative impervious surfaces [unless additional parking or staging areas are specially authorized by the KC Council]. Trail surfaces are not included in the calculation of this restriction.” Property acquired with this funding source must be managed in keeping with “all terms, conditions and restrictions in Ordinances 10750 and 13717, including that the [owner] covenants that the Property will continue to be used for the purposes contemplated by these Ordinances, which prohibit both active recreation and motorized recreation such as off-road recreational vehicles but allow passive recreation, and in strict conformance with the uses authorized under RCW 84.34.230, that the Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by these Ordinances and in strict conformance with the uses authorized under RCW 84.34.230, and that the Property shall not be converted to a different use unless other equivalent lands and facilities...shall be received in exchange therefore.” (From KC’s template “Intergovernmental Land Transfer Agreement between KC and Cities,” 2/21/2003; and from Ordinance 10750).

Part 3. Ecological Resources

Topography and Soils

While the northern section of the property is predominantly flat where most of the camp structures are found, the topography of the land subject to this CE changes moving south of the river. The southern portion of the property south of the river is defined by a large hill that dominates the landscape and supports a range of forest types. Slopes significantly increase and elevation rises by 400 feet within 0.5 miles from the Snoqualmie Valley Trail.

Dominant soil types on the property include Nargar fine sandy loam, Tokul-Pastik complex, Barneston gravelly ashy coarse sandy loam, and Edgewick silt loam. Soils across most of the property are listed as Class II, which the Natural Resources Conservation Service defines as having adequate conditions to support a range of plant species and are relatively durable against erosion and sliding.

Hydrology

The South Fork Snoqualmie River runs along the east and to the north of the property. Small tributaries drain from the property to the South Fork Snoqualmie River. Overall, hydrologic processes and features appear intact.

This property contains two major wetlands. One 5.5-acre wetland sits between two steep small hills near the power line road. Another smaller forested wetland is located at the base of a slow-moving stream near the power line road.

Vegetation

A diversity of forest types is present throughout the property including mixed age Douglas-fir stands, riparian woodlands dominated by red alder, and several forested wetlands. The forest structure and composition is highly variable, with understory vegetation including sword fern, salmon berry, and Oregon grape. The forests on this property are relatively healthy with limited signs of insect outbreaks, root rot diseases, and invasive species. English holly, English ivy, Scotch broom, and Himalayan blackberry are present in the understory throughout the property.

Fish and Wildlife

The subject property contains a diverse, mixed age forest. These types of forests are known to support many species of wildlife include black bear, cougar, bobcat, coyote, elk and many other large animals. Additionally, this type of forest provides habitat for many birds, mammals, insects and amphibians.

Part 4. Site Use

Public Use

Public use will be allowed under the CE. There is a network of existing trails on the property that are used by camp participants throughout the year. The public will be allowed on the trails when the camp is not in session and the trails are not being used by camp participants. King County Parks will produce signs that explain the parameters of allowed public use.

Access, Trails, Roads

The property can be accessed from the Snoqualmie Valley Trail and is the most likely entry to the site. There are some informal entry points along the residential neighborhoods off of SE 156th and 451st Ave SE.

Site History (if known)

Camp Waskowitz was built by the Civilian Conservation Corps in 1935 and managed by the USDA Forest Service for several decades. Historic stumps present across the property suggest that the original old growth timber was cut, and the area was then maintained for quick rotation timber harvests. In 1958, Camp Waskowitz was obtained by the Highline School District and turned into an outdoor school program for environmental education.

Part 5. Management Considerations

King County Parks will monitor the CE and work with Waskowitz Outdoor Education Center to sign the property to communicate about allowed public use.

Attachment A
Site Map

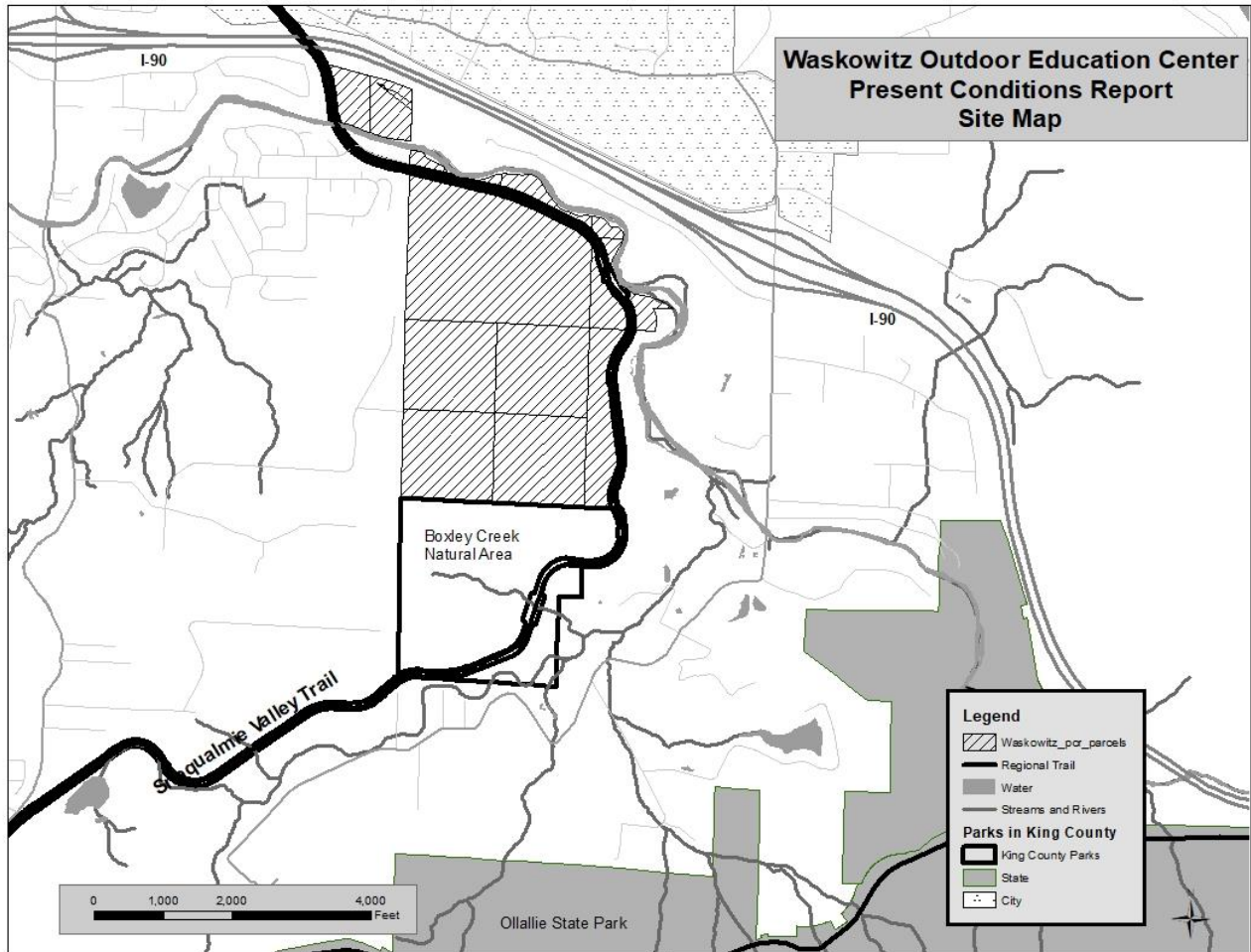


EXHIBIT D

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company of Washington Title Report 240796-SC dated March 5, 2024, and any supplements thereto (which Title Report and Supplement are incorporated into this Agreement by this reference) numbered.

AMENDMENT TO EASEMENT OPTION AGREEMENT

This Amendment to Easement Option Agreement, dated for reference purposes May 24, 2024 (the "Amendment"), is made between **HIGHLINE SCHOOL DISTRICT No. 401** (the "Seller"), and **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation (the "Buyer").

RECITALS

A. Seller and Buyer entered into that certain Easement Option Agreement last signed by parties on February 6, 2024 for an option to purchase a conservation easement over certain real property located in King County, Washington (the "Easement Option Agreement").

B. Buyer and Seller wish to amend the Easement Option Agreement to include additional land in the Property which will be subject to the Conservation Easement TPL wishes to acquire, and to otherwise continue the Easement Option Agreement in full force and effect.

D. Therefore, Seller and Buyer desire to enter into this Amendment to Easement Option Agreement to accomplish the foregoing and to otherwise continue all other terms and conditions of the Easement Option Agreement in full force and effect.

AGREEMENT

In consideration of the mutual promises, covenants, and conditions set forth herein, and other valuable consideration, the parties hereby agree as follows:

1. **Terminology.** The terms used in this Amendment shall have the same meanings as in the Easement Option Agreement, unless a different meaning is required by the context hereof.
2. **Recital B.** Recital B of the Easement Option Agreement is hereby amended and restated in its entirety as follows:

B. Seller is the owner of that certain real property located in King County, Washington and commonly known as Camp Waskowitz. The Camp Waskowitz property that is subject to this Agreement consists of approximately 345.49 acres lying on both the north and south shores of the South Fork of the Snoqualmie River and is described on **Exhibit A** attached hereto and hereby incorporated by this reference (the "**Property**"). A map showing the location and configuration of the Property is attached as **Exhibit B**.
3. **Exhibit A.** Exhibit A to the Easement Option Agreement is hereby deleted and replaced by Exhibit A attached to this Amendment.

4. **Entire Agreement; No Other Modifications to Agreement.** This Amendment sets forth the entire agreement of the parties with respect to the amendment of the Easement Option Agreement and supersedes and shall control over any inconsistent provisions of the Easement Option Agreement, any previous extensions or other amendments of the Easement Option Agreement, and any other prior written or oral agreements relating to the subject matter hereof. Except as specifically set forth herein, all of the terms of the Easement Option Agreement shall continue in effect without modification or waiver. Any further modifications to the Easement Option Agreement must be in writing and signed by both Seller and Buyer.

5. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

EXECUTED as of the date set forth below.

THE TRUST FOR PUBLIC LAND,
a California nonprofit public benefit corporation

By: James E. Jynen

Title: LEGAL DIRECTOR

Date: MAY 24, 2024

HIGHLINE SCHOOL DISTRICT # 401,
a Washington school district

By: _____
Dr. Ivan Duran

Title: Superintendent

Date: _____

By: _____
A. Scott Logan

Title: Chief Operations Officer

Date: _____

EXHIBIT "A"
Legal Description

PARCEL A: (APN 142308-9019-09)

THAT PORTION OF THE WEST 700 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE FORMER CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY, NORTHERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER AND SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), NORTH BEND TO TANNER;

TOGETHER WITH THAT PORTION OF THE WEST 700 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, LYING WITHIN THE OLD EXISTING RIGHT-OF-WAY OF PRIMARY STATE HIGHWAY NO. 2 (SR90), NORTH BEND TO TANNER, AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEERS STATION (HEREINAFTER REFERRED TO AS H.E.S.) LR 1662+08.58 ON THE LR CENTER LINE SURVEY OF SR 90, TANNER TO LOWER CROSSING SNOQUALMIE RIVER, AND 225.42 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. LR 1672+02.54 ON SAID CENTER LINE AND 152.04 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. LR 1685+93.15 ON SAID CENTER LINE AND 109.45 FEET SOUTHWESTERLY THEREFROM AND THE TERMINUS OF THIS LINE DESCRIPTION.

PARCEL B: (APN 142308-9020-06)

A STRIP OF LAND 66 FEET WIDE, BEING 33 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY WASHINGTON, WHICH SAID POINT IS 495 FEET, MORE OR LESS, NORTH OF THE CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 OF SAID TOWNSHIP;
THENCE NORTH 56°28' WEST A DISTANCE OF 841.68 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A CIRCLE OF 573.7 FEET RADIUS, A DISTANCE OF 182 FEET;
THENCE NORTH 38°16' WEST A DISTANCE OF 220.3 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A CIRCLE 573.7 FEET RADIUS, A DISTANCE OF 95 FEET, MORE OR LESS TO THE EAST AND WEST SUBDIVISION LINE THROUGH THE SOUTHEAST QUARTER OF SAID SECTION 14, AND TO A POINT 1320 FEET, MORE OR LESS, NORTH AND 1030 FEET, MORE OR LESS, WEST OF THE CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 OF SAID TOWNSHIP, AND THE TERMINUS OF SAID CENTER LINE;

EXCEPT THAT PORTION LYING SOUTHERLY OF THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED APRIL 29, 1959, UNDER RECORDING NO. 5025711;

ALSO EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 717654 FOR STATE HIGHWAY.

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EXHIBIT "A"
Legal Description

PARCEL C: (APN 142308-9029-07)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE FORMER CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY, NORTHERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER AND SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), NORTH BEND TO TANNER;

EXCEPT THE WEST 700 FEET THEREOF;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, LYING WITHIN THE OLD EXISTING RIGHT-OF-WAY OF PRIMARY STATE HIGHWAY NO. 2 (SR90), NORTH BEND TO TANNER, AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEERS STATION (HEREINAFTER REFERRED TO AS H.E.S.) LR 1662+08.58 ON THE LR CENTER LINE SURVEY OF SR 90, TANNER TO LOWER CROSSING SNOQUALMIE RIVER, AND 225.42 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. LR 1672+02.54 ON SAID CENTER LINE AND 152.04 FEET SOUTHWESTERLY THEREFROM;
THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT OPPOSITE H.E.S. LR 1685+93.15 ON SAID CENTER LINE AND 109.45 FEET SOUTHWESTERLY THEREFROM AND THE TERMINUS OF THIS LINE DESCRIPTION.

EXCEPT THAT PORTION THEREOF LYING WITHIN THE WEST 700 OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;

ALSO EXCEPT A STRIP OF LAND 66 FEET WIDE, BEING 33 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY WASHINGTON, WHICH SAID POINT IS 495 FEET, MORE OR LESS, NORTH OF THE CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 OF SAID TOWNSHIP;
THENCE NORTH 56°28' WEST A DISTANCE OF 841.68 FEET;
THENCE CURVING TO THE RIGHT ALONG THE ARC OF A CIRCLE OF 573.7 FEET RADIUS, A DISTANCE OF 182 FEET;
THENCE NORTH 38°16' WEST A DISTANCE OF 220.3 FEET;
THENCE CURVING TO THE LEFT ALONG THE ARC OF A CIRCLE 573.7 FEET RADIUS, A DISTANCE OF 95 FEET, MORE OR LESS TO THE EAST AND WEST SUBDIVISION LINE THROUGH THE SOUTHEAST QUARTER OF SAID SECTION 14, AND TO A POINT 1320 FEET, MORE OR LESS, NORTH AND 1030 FEET, MORE OR LESS, WEST OF THE CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 OF SAID TOWNSHIP, AND THE TERMINUS OF SAID CENTER LINE;

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EXHIBIT "A"
Legal Description

PARCEL D: (APN 242308-9003-05)

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON; LYING SOUTHWESTERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER;

EXCEPT THE RIGHT-OF-WAY CONVEYED TO CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY COMPANY BY DEEDS RECORDED UNDER RECORDING NOS. 680352 AND 718823, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL E: (APN 242308-9004-04)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER;

EXCEPT THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE & PUGET SOUND RAILROAD.

PARCEL F: (APN 242308-9006-02)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER AND NORTHERLY OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY.

PARCEL G: (APN 242308-9009-09)

THAT PORTION OF NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE CHICAGO, MILWAUKEE & PUGET SOUND RAILROAD RIGHT-OF-WAY.

PARCEL H: (APN 242308-9010-06)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL I: (APN 242308-9011-05)

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

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ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



EXHIBIT "A"
Legal Description

PARCEL J: (APN 242308-9012-04)

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL K: (APN 242308-9013-03)

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL L: (APN 242308-9020-04)

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY.

PARCEL M: (APN 242308-9021-03)

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTH FORK OF THE SNOQUALMIE RIVER AND NORTHERLY OF THE CHICAGO, MILWAUKEE & ST. PAUL RAILWAY RIGHT-OF-WAY.

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Present Conditions Report

Highline Public Schools

Waskowitz Outdoor Education Center

Introduction

King County Department of Natural Resources and Parks (DNRP) is acquiring a conservation easement (CE) adjacent to the Boxley Creek Natural Area and along the South Fork Snoqualmie River on property owned by the Highline Public Schools operated by Waskowitz Outdoor Education Center. This CE is under the management of the Environmental Policy and Initiatives Unit of DNRP, with regular monitoring to be performed by the Parks District Maintenance Coordinator. This document provides baseline information about the site and has been completed as a condition of the CE.

Part 1. General Property Information

The property that is the subject of this present conditions report and the CE comprises seven parcels north of the Boxley Creek Natural Area and south of the Snoqualmie Valley Trail in unincorporated King County east of North Bend.

Table 1. Highline Public Schools Waskowitz Outdoor Education Center General Information.

Funding Source	Conservation Futures, Open Space River Corridors and Cooperative Watershed Management grants
Parcel Owner	Highline School District
Owner Contact Information	15675 Ambaum Blvd. SW 206.631.3000
Notification Required	None
Best Available Address	45505 SE 150th St, North Bend, WA 98045
Zoning	RA5; RA 2.5
WRIA	WRIA 7

Table 2. Waskowitz Outdoor Education Center Parcel-Specific Information.

	Parcel Number	Acreage of easement on parcel	Acreage of total parcel	Zoning
A	1423089019	10.01	10.01	RA 2.5
B	1423089020	0.68	0.68	RA 2.5
C	1423089029	10.76	10.76	RA 2.5
D	2423089003	2.25	2.25	RA 5
E	2423089004	14.76	14.76	RA 5
F	2423089006	6.20	6.20	RA 5
G	2423089009	113.80	113.80	RA 5
H	2423089010	40	40	RA 5
I	2423089011	40	40	RA 5
J	2423089012	40	40	RA 5
K	2423089013	40	40	RA 5
L	2423089020	23.87	23.87	RA 5
M	2423089021	3.16	3.16	RA 5

Part 2. Acquisition, Funding Source and Deed Restrictions

Conservation Futures Tax Levy: RCW 84.34.230 authorizes Washington counties to place a Conservation Futures Tax (CFT) levy on all taxable property within their jurisdiction to acquire open space land or rights to future development (termed “conservation futures” in RCW 84.34.220). KC Ordinances 10750, 11068, and 13717 authorize Conservation Futures funding; KC

Code Section 26.12 addresses Conservation Futures. Ordinance 10750 Attachments A and B stipulate that “Future use of the property is restricted to passive-use recreation. This is determined to mean that development of facilities to support organized/structured athletic activities such as ballfields, courts, and gyms is not allowed. Future use is further limited to non-motorized use, except as is necessary for maintenance or staging areas, including entrance roads and parking to provide public access. A maximum of 15% of the total surface area of proposed acquisition project area may be developed with non-vegetative impervious surfaces [unless additional parking or staging areas are specially authorized by the KC Council]. Trail surfaces are not included in the calculation of this restriction.” Property acquired with this funding source must be managed in keeping with “all terms, conditions and restrictions in Ordinances 10750 and 13717, including that the [owner] covenants that the Property will continue to be used for the purposes contemplated by these Ordinances, which prohibit both active recreation and motorized recreation such as off-road recreational vehicles but allow passive recreation, and in strict conformance with the uses authorized under RCW 84.34.230, that the Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by these Ordinances and in strict conformance with the uses authorized under RCW 84.34.230, and that the Property shall not be converted to a different use unless other equivalent lands and facilities...shall be received in exchange therefore.” (From KC’s template “Intergovernmental Land Transfer Agreement between KC and Cities,” 2/21/2003; and from Ordinance 10750).

Part 3. Ecological Resources

Topography and Soils

While the northern section of the property is predominantly flat where most of the camp structures are found, the topography of the land subject to this CE changes moving south of the river. The southern portion of the property south of the river is defined by a large hill that dominates the landscape and supports a range of forest types. Slopes significantly increase and elevation rises by 400 feet within 0.5 miles from the Snoqualmie Valley Trail.

Dominant soil types on the property include Nargar fine sandy loam, Tokul-Pastik complex, Barneston gravelly ashy coarse sandy loam, and Edgewick silt loam. Soils across most of the property are listed as Class II, which the Natural Resources Conservation Service defines as having adequate conditions to support a range of plant species and are relatively durable against erosion and sliding.

Hydrology

The South Fork Snoqualmie River runs along the east and to the north of the property. Small tributaries drain from the property to the South Fork Snoqualmie River. Overall, hydrologic processes and features appear intact.

This property contains two major wetlands. One 5.5-acre wetland sits between two steep small hills near the power line road. Another smaller forested wetland is located at the base of a slow-moving stream near the power line road.

Vegetation

A diversity of forest types is present throughout the property including mixed age Douglas-fir stands, riparian woodlands dominated by red alder, and several forested wetlands. The forest structure and composition is highly variable, with understory vegetation including sword fern, salmon berry, and Oregon grape. The forests on this property are relatively healthy with limited signs of insect outbreaks, root rot diseases, and invasive species. English holly, English ivy, Scotch broom, and Himalayan blackberry are present in the understory throughout the property.

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Access, Trails, Roads

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Site History (if known)

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Attachment A

Site Map

