Return Address:
City of Maple Valley
Attn: City Clerk
PO Box 320
Maple Valley, WA 98038

20140108000658
CITY OF MAPLE ORD 46.00
PAGE-001 OF 015
01/08/2014 11:09
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)
1. City of Maple Valley, WA Ordinance No. O-13-541
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document
1. NA - City Ordinance, _____
2. _____, _____
Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document
1. NA City Ordinance, _____
2. _____, _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
NA
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional $50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

_____ Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional $50 fee if the document meets margin/formatting requirements

ORIGINAL

CITY OF MAPLE VALLEY, WASHINGTON

ORDINANCE NO. O-13-541

AN ORDINANCE OF THE CITY OF MAPLE VALLEY, WASHINGTON, ANNEXING, PURSUANT TO INTERLOCAL AGREEMENT, THE APPROXIMATELY 156 ACRE PROPERTY COMMONLY KNOWN AS THE DONUT HOLE OR SUMMIT PLACE, PROVIDING FOR TAXATION AND ZONING OF THE SAME, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Maple Valley City Council adopted Resolution R-08-931 on November 10, 2008, commencing negotiations for an interlocal agreement with King County to annex the 156 acre property known as the Donut Hole or Summit Place (the "Property"); and

WHEREAS, the Maple Valley City Council adopted Resolution R-10-765 on May 3, 2010, authorizing the City Manager to sign an interlocal agreement that adopted a joint plan for the Property and contemplated future annexation by interlocal agreement; and

WHEREAS, RCW 35A.14.330 authorized the City Council to adopt proposed zoning regulations to become effective upon the annexation of any area that might reasonably be expected to be annexed by the City at any future time,

WHEREAS, on August 22, 2011, the City Council adopted Ordinance O-11-436 on which established the zoning designation "Master Planned Community" as pre-annexation zoning for the Property; and

WHEREAS, on the same date, the City Council adopted Ordinance O-11-437, amending the Official Zoning Map to reflect the zoning regulations of the City of Maple Valley, Washington, designating the Property as Master Planned Community, pre-annexation zoning, pursuant to the Council adoption of Ordinance O-11-436; and

WHEREAS, RCW 35A.14.460 authorizes annexation of territory such as the Donut Hole by interlocal agreement and subsequent ordinance; and

WHEREAS, the City Council adopted Resolution R-13-946 on September 9, 2013, approving the Interlocal Agreement ("Annexation Agreement") between the City of Maple Valley and King County relating to the annexation of the Property and authorizing the Maple Valley City Manager to execute the Agreement on behalf of the City of Maple Valley after the execution of the Agreement by the County Executive; and

WHEREAS, the County Executive executed the Annexation Agreement on October 9, 2013; and

WHEREAS, the City Manager executed the Annexation Agreement on October 9, 2013;

ORIGINAL

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. Annexation of the Donut Hole / Summit Place Property. The Property, which is more particularly described on Exhibit A, a copy of which is attached hereto and incorporated by this reference as if set forth in full, is hereby annexed to and made a part of the City of Maple Valley.

Section 2. Assumption of City Indebtedness. The Property shall be assessed and taxed at the same rate and on the same basis as other property within the City of Maple Valley, including assessments or taxes in payment of all or any portion of the outstanding indebtedness of the City contracted, incurred prior to, or existing on, the date of annexation.

Section 3. Zoning Controls Adopted for Annexation Area. The Property annexed by this ordinance is hereby zoned in accordance with Ordinances O-11-436 and O-11-437, until such time that the zoning is changed or amended by the City as described in the Annexation Agreement.

Section 4. Contemporaneous Updates. The City's Comprehensive Plan and zoning map are hereby amended to conform to the annexation approved in this ordinance.

Section 5. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. Effective Date. This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force on December 1, 2013. The Property is annexed and becomes a part of the city upon that date.

ORIGINAL

Section 7. Notice. The city clerk shall cause notice of the effective date of the annexation, together with a description of the property to be annexed, to be published at least once each week for two weeks subsequent to passage of this ordinance, in one or more newspapers of general circulation within the city. The notice shall include a statement of the requirements set forth in Sections 2 and 3 above.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14th DAY OF OCTOBER, 2013.

CITY OF MAPLE VALLEY

William A. Allison, Mayor

ATTEST/AUTHENTICATED:

Shaunna Lee-Rice, City Clerk

Approved as to form:

Jeffrey Taraday, City Attorney
Patricia

Date of Publication:
Effective Date: December 1, 2013

Exhibit A

Legal Description of Summit Pit Property

The northwest quarter of Section 34, Township 22 North, Range 6 East, W.M., in King County, Washington; EXCEPTING there from that portion conveyed by instrument recorded under Recording Number 8905110590, in King County, Washington; AND EXCEPT that portion conveyed to the city of Maple Valley by deed under Recorder's No. 20040824000981. And SUBJECT TO: Easement for Slope and Sidewalk conveyed to the city of Maple Valley under Recorder's No. 20040824000980 and Easement for Slope conveyed to the city of Maple Valley under Recorder's No. 20040824000982.

COPY Attachment A
RESOLUTION R-13-946

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MAPLE VALLEY AND KING COUNTY, RELATING TO THE ANNEXATION OF THE SUMMIT PIT PROPERTY

THIS INTERLOCAL AGREEMENT ("Annexation ILA") is entered into by the City of Maple Valley, a State of Washington municipal corporation ("City" or "Party"), and King County, a political subdivision of the State of Washington ("County" or "Party") (collectively, the "Parties").

RECITALS:

WHEREAS, pursuant to the authority of RCW 35A.14.460, the governing bodies of each of the Parties have each initiated an annexation process for unincorporated territory known as "Summit Pit," tax parcel 3422069006 ("Property"), the legal description of which is attached hereto as Exhibit A; and

WHEREAS, the City identified the Property as a Potential Annexation Area ("PAA") in its comprehensive plan; and

WHEREAS, the Property is within the City's Urban Growth Area and at least sixty percent of its boundaries are contiguous to the City and as such may be annexed to the City pursuant to the process identified in RCW 35A.14.460; and

WHEREAS, the City, in Ordinances O-11-436 through O-11-444, adopted pre-annexation zoning for the Property, establishing Master Planned Community as the zoning designation for the Property to be effective upon annexation; and

WHEREAS, in compliance with RCW 35A.14.460(3), the County held a public hearing on this Annexation ILA on September 9, 2013 and

WHEREAS, in compliance with RCW 35A.14.460(3), the City held a public hearing on this Annexation ILA on September 9, 2013, and

WHEREAS, in compliance with RCW 35A.14.460(4), following adoption and execution of this Annexation ILA, the City will hold a public hearing on the annexation of the Property, and subsequently adopt an Ordinance that provides for the annexation of the Property; and

WHEREAS, the City's ordinance will provide that annexation of the Property to the City will become effective 45 days from the date City adopts the ordinance pursuant to the requirements of RCW 35A.14.460(4); and

WHEREAS, the King County Department of Transportation ("KCDOT") operates its Roads Maintenance Facility ("RMF") on the Property; and

Clerk's
Receiving No. 2025
Date 10/18/2013
Reference C-13-1045
City Clerk BBarney
Deputy

WHEREAS, as set forth under the Terms, herein, the County will continue the RMF uses, and operations at the Property until all of the operations and uses are relocated; and

WHEREAS, the Terms of this Annexation ILA are intended in part to address the County's permit and operational needs to ensure, subject to the Terms herein, that the County can continue its current operations and uses, including the operation of a gravel mine, at the Property prior to relocation; and

WHEREAS, there is no intent on the part of the County to continue the long-term operation of a gravel mine at the Property separate and apart from the RMF after the Property is sold and that facility relocates to another property; and

WHEREAS, the City's comprehensive plan prohibits active gravel mining as a permitted use within this PAA and active gravel mining will be a legal non-conforming use on the Property after annexation of the Property is effective; and

WHEREAS, KCDOT has received annual extensions of the permits which authorize various operations on the Property from the King County Department of Permitting and Environmental Review ("DPER") for the last 20 years; and

WHEREAS, DPER has developed a significant level of expertise in reviewing and permitting the various operations KCDOT carries out on the Property; and

WHEREAS, the City's permitting agency has not previously permitted a facility such as the KCDOT RMF and gravel mine currently operating on the Property; and

WHEREAS, the Terms of this Annexation ILA will allow DPER to continue to process the various permits issued to KCDOT for its operations on the Property in order that KCDOT can continue to use and operate its RMF on the Property; and

WHEREAS, the City recognizes and understands that the County's relocation of the RMF is based on the ability of the County to successfully market and sell the Property for a price sufficient to cover the cost to develop and/or establish a fully functional RMF site at an alternative location to meet service needs; and

WHEREAS, the Parties understand that the value of the Property could be affected by the County's mining and related activities on the Property; and

WHEREAS, the County intends to perform its mining and related activities on the Property in a manner that will substantially preserve the value of the Property for redevelopment and will not be inconsistent with Parties' mutual interest in the Property's eventual redevelopment for use as something other than the RMF; and

WHEREAS, the City recognizes and understands that the value of the Property will be affected by zoning established for the Property during the City's scheduled 2014 Comprehensive Plan Update; and

WHEREAS, The Parties acknowledge that the City has adopted pre-annexation zoning, which, unless it is amended, would apply to the Property upon annexation. The County understands that, beginning in 2014, the City intends to engage in a comprehensive plan update process, which could result in the adoption of different policies and zoning applicable to the Property. The City agrees to provide notice to the County of the initiation and progress of its comprehensive plan update and code development process and to provide the County opportunities to participate in that process. The City recognizes, understands and agrees to include and collaborate with the County in determining the future zoning for the Property that most closely satisfies the City's and the County's respective goals and objectives.

TERMS:

NOW THEREFORE, in consideration of the mutual terms, promises, provisions and obligations contained herein, it is agreed by and between the City and the County as follows:

1. RECITALS INCORPORATED; PURPOSE. The Recitals are herein incorporated as material terms of this Annexation ILA. The purpose of this Annexation ILA is to effectuate the annexation of the Property into the City and to make provisions for the administration of certain permits after annexation in order to ensure the continuation of KCDOT activities on the Property.

2. BOUNDARIES OF THE TERRITORY TO BE ANNEXED. The northwest quarter of Section 34, Township 22 North, Range 6 East, W.M., in King County, Washington; EXCEPTING there from that portion conveyed by instrument recorded under Recording Number 8905110590, in King County, Washington; AND EXCEPT that portion conveyed to the City of Maple Valley by deed under Recorder's No. 20040824000981. And SUBJECT TO: Easement for Slope and Sidewalk conveyed to the City of Maple Valley under Recorder's No. 20040824000980 and Easement for Slope conveyed to the City of Maple Valley under Recorder's No. 20040824000982.

3. OPERATION OF KCDOT FACILITY ON THE PROPERTY.

3.1 Clearing and Grading Permit. DPER issued Clearing and Grading Permit #C9103700 to KCDOT on May 29, 1992 for its operations on the Property. This permit has been extended annually in each subsequent year. Activities authorized on the Property, in part, by Clearing and Grading Permit #C9103700 include (1) the Street Waste Processing Program ("SWAP"), (2) storage of materials for roads maintenance operations, (3) temporary storage of debris collected during emergency events, (4) Pit Fill, (5) the Consolidated Reduction of Waste Program ("CROW"), and (6) Sand and Gravel Mining.

3.1.1 Except as otherwise provided for herein, the Parties agree that DPER shall continue to review and issue determinations, on behalf of the City, concerning extension applications for Clearing and Grading Permit #C9103700 for five years from the effective date of the City's next Comprehensive Plan Update as long as the following conditions are met:

3.1.1.1 Mining activity complies with the current permit;

3.1.1.2 No new uses are proposed on the Property;

3.1.1.3 The rights provided by the permit shall not be transferred to a for-profit entity or utilized in a for-profit manner; and

3.1.1.4 The Property has not been sold to a non-governmental entity.

3.1.2 DPER shall apply the King County Code provisions to which Clearing and Grading Permit #C9103700 is vested.

3.1.3 DPER shall provide to the City copies of all materials submitted by KCDOT in support of the annual extension of Clearing and Grading Permit #C9103700 at the same time the materials are submitted to DPER.

3.2 DPER shall continue to process extensions to Clearing and Grading Permit #C9103700 for five years from the effective date of the City's next Comprehensive Zoning Plan Update unless otherwise extended in accordance with paragraph 3.3.

3.3 The Parties may agree to lengthen the duration of DPER' processing of extensions to Clearing and Grading Permit #C9103700 for up to an additional three years beyond the time period provided for in 3.2. In order for any such extensions of DPER's processing authority to occur, the City or the County may make a written request to the other Party not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement to the proposed extension shall be made in writing and shall not be unreasonably denied and shall be subject to the Dispute Resolution set forth in Section 8.8. If the Parties have not agreed to the extension in writing by the otherwise applicable expiration date, the agreement set forth in Paragraph 3.1.1 shall expire.

3.4 All other existing non-conforming uses, not covered by the Clearing and Grading Permit #C9103700, shall be allowed to continue on the Property until the Property is sold or transferred.

4. ZONING. The pre-annexation zoning approved with Ordinance 11-436/11-437 shall apply to the Property upon annexation. Notwithstanding any law to the contrary, the Parties contemplate, however, that the Property will be rezoned sometime after

annexation and that the effectiveness of the pre-annexation zoning will not have a pre-determined duration. While any rezoning of the Property after annexation shall be a determination made by the City, the Parties agree to utilize the process below, in addition to the City's required public process, to ensure that the County has a meaningful opportunity to participate in the formulation of future zoning proposals for the Property. While the Parties' goal is to allow zoning for the Property to be formulated in a collaborative manner that renders future development of the Property and relocation of the RMF financially feasible, the final determination regarding zoning of the Property shall be left to the City's discretion.

4.1 Comprehensive plan amendments and zoning amendments both originate with the City's Planning Commission before a determination is made by the City Council.

4.2 The City agrees to notify the County at least forty-five days before it intends to forward to the Planning Commission a proposed comprehensive plan amendment or zoning amendment that would affect the Property. If the City has already prepared a draft amendment, the notice shall include a copy of the draft. If the City has not yet prepared a draft, the City shall notify the County to commence a collaborative drafting process.

4.3 The Parties agree to meet in person within fifteen days of the issuance of the notice referenced above to discuss the proposed amendment(s) and/or alternatives thereto in more detail.

4.4 If the Parties cannot agree on one version of the amendment(s) before it is forwarded to the Planning Commission, the Parties agree that the County may submit an alternative proposal to the Planning Commission for consideration at the same meeting as the City's proposal. If this occurs, the County's draft shall be submitted in a format that shows differences from the City's proposal in an underline/strike-through format to the extent practicable along with a memorandum prepared by County staff that explains why the County prefers its draft of the proposed amendment(s).

4.5 Once the proposed amendment(s) has been submitted to the Planning Commission for consideration, the process will follow the City's applicable process for the type of amendment(s) proposed.

5. TERM. This Annexation ILA exists in perpetuity, unless otherwise jointly amended or terminated by the Parties, or until the intent, purpose, and processes set forth herein are no longer applicable or necessary. The Annexation of the Property shall be effective forty five (45) days following the City's adoption of an annexation ordinance pursuant to RCW 35A.14.460(4), which will occur following approval by the official action of the governing bodies of each of the Parties of this Annexation ILA and its execution by the duly authorized representative of each of the Parties. The annexation of the Property, once such annexation is effective pursuant to ordinance, shall continue in force and effect in perpetuity.

6. ADMINISTRATION AND CONTACT PERSONS. The Parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

City of Maple Valley:

David Johnston, City Manager
City of Maple Valley
P.O. Box 320
22017 SE Wax Rd., Ste.200
Maple Valley, WA 98038

With a copy to:

Jeff Taraday
Lighthouse Law Group PLLC
1100 Dexter Avenue N, #100
Seattle, WA 98109

King County:

Sung Yang, Chief of Staff
King County Executive's Office
401 5th Avenue, Suite 800
Seattle, WA 98104

With a copy to:

Ian Taylor
King County Prosecutor's Office
516 3rd Avenue, W400
Seattle, WA 98104

7. COMPLIANCE WITH LAWS. Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Annexation ILA, all Parties will comply with, among other laws and regulations, the requirements of the Open Public Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and RCW 35A.14.460 and .470.

8. INDEMNIFICATION. The following indemnification provisions shall apply to the entirety of this Annexation ILA.

8.1 The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss. costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Annexation ILA. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

8.2 The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of

any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Annexation ILA. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

8.3 The Parties acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each Party, its agents, employees and/or officers.

8.4 The provisions of this Indemnification Section shall survive the expiration or termination of this Annexation ILA with respect to any event occurring prior to such expiration or termination.

9. GENERAL PROVISIONS

9.1 Multiple originals; filing. This Annexation ILA will be produced in multiple originals. An original of this Annexation ILA shall be filed with the Clerk for the City of Maple Valley, an original shall be recorded with the King County Recorder's Office, and an original shall be filed with the King County Assessor's Office.

9.2 Records. For five years from the effective date of annexation, any of either Party's records related to any matters covered by this Annexation ILA not otherwise privileged shall be subject to inspection, review, and/or audit by either Party at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. Other provisions of this section notwithstanding, police/sheriff records shall be retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.

9.3 Amendments. No provision of this Annexation ILA may be amended or modified except by written agreement signed by the Parties.

9.4 Severability. If one or more of the clauses of this Annexation ILA is found to be unenforceable, illegal, or contrary to public policy, the Annexation ILA will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

9.5 Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

9.6 Third Party Beneficiaries. This Annexation ILA is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Annexation ILA based on any provision set forth herein.

9.7 Dispute Resolution. Should a dispute arise during the term of this agreement the Parties will make a good faith attempt to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of this Annexation ILA. All costs for mediation services will be divided equally between the Parties. Each Party will be responsible for the costs of their own legal representation.

9.8 Remedies. Upon the occurrence and continuance of any event of default, the non-defaulting Party's remedies shall be limited to equitable remedies, which may include specific performance and declaratory judgment; provided, however, that the prevailing Party shall be entitled to recover reasonable attorney's fees and costs.

9.9 No waiver. Failure of either Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with such breach or default shall not constitute a waive such breach or default.

9.10 Applicable Law. Washington law shall govern the interpretation of this Annexation ILA. King County shall be the venue of any arbitration or lawsuit arising out of this Annexation ILA.

9.11 Authority. Each individual executing this Annexation ILA on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Annexation ILA on behalf of the City or the County.

9.12 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 5. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 5. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Either Party shall have the right to notify the other Party of a change of address, and shall do so in writing.

9.13 Equal Opportunity to Draft. Each Party has participated and had an equal opportunity to participate in the drafting of this Annexation ILA. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

9.14 Compliance with RCW 39.34.030(3): This Annexation ILA will not require maintaining a budget for financing any joint or cooperative action. This Annexation ILA,

once effective, is in force in perpetuity and it is unnecessary to make provisions for the disposal of property. Other than the annexation becoming effective pursuant to the terms herein, neither Party will acquire, or hold personal or real property under this Annexation ILA.

9.15 Effective Date. This Agreement is effective on the later date of the execution of this Agreement by either Party.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement.

CITY OF MAPLE VALLEY:

David W. Johnston, City Manager

Date: 10/9/2013

DATED: 10/14/2013

Approved as to Form:

Jeff Taraday
City Attorney

KING COUNTY:

Dow Constantine, Executive

Date: 10/9/13

DATED: 10.1.13

Approved as to Form:

Ian S. Taylor
Senior Deputy Prosecuting Attorney

Exhibit A

Legal Description of Summit Pit Property

The northwest quarter of Section 34, Township 22 North, Range 6 East, W.M., in King County, Washington; EXCEPTING there from that portion conveyed by instrument recorded under Recording Number 8905110590, in King County, Washington; AND EXCEPT that portion conveyed to the city of Maple Valley by deed under Recorder's No. 20040824000981. And SUBJECT TO: Easement for Slope and Sidewalk conveyed to the city of Maple Valley under Recorder's No. 20040824000980 and Easement for Slope conveyed to the city of Maple Valley under Recorder's No. 20040824000982.