

January 3, 1996
420Y2 CVG

Introduced By:

CHRISTOPHER VANCE

Proposed No.:

96 - 122

ORDINANCE NO. **12157**

AN ORDINANCE authorizing the conveyance of certain parks, recreation and open space properties to the City of Kent and authorizing the Executive to enter into an agreement with the City of Kent relating to parks and recreation services.

PREAMBLE

1. The City of Kent (the City) has recently annexed a portion of formerly unincorporated King County which contains several local parks and recreation facilities and sites.
2. The City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and properties inside its boundaries.
3. King County desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreational facilities and programs inside the City boundaries as directed by Motion 8056.
4. The King County executive has determined that, because of the agreement of the City to operate and maintain the properties in perpetuity as public park, recreation facility and open space, the properties and property improvements are surplus to the foreseeable needs of the county and should be conveyed to the City subject to the terms and conditions of the interlocal agreement authorized herein.
5. In consideration of the mutual benefits to be derived, it would be in the best interests of the citizens of King County to convey the real property and property improvements described herein to the City.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive, on behalf of the citizens of King County, is hereby authorized to execute deeds of conveyance in favor of the City of Kent for the real property and real property improvements listed on the attached agreement and

1 to execute, substantially in the form attached, an interlocal agreement with the City of Kent
2 relating to the ownership, funding, operation and maintenance of parks, open space,
3 recreation facilities and programs.

4 INTRODUCED AND READ for the first time this 5th day of
5 February, 1996

6 PASSED by a vote of 12 to 0 this 20th day of February,
7 1996.

8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 Jim Hague
11 Chair

12 ATTEST:

13 Janet Masno
14 Deputy Clerk of the Council

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16 APPROVED this 29th day of February, 1996.

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19 Ray Locke
20 King County Executive

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25 Attachments: Interlocal Agreement
26

12157

<u>FACILITY</u>	<u>LOCATION</u>	<u>APPROXIMATE SIZE</u>	<u>AMENITIES</u>
Clark Lake Open Space			
Eastridge	143rd SE & SE 257th Pl	.8 acres	
Lake Meridian	27103 148th Ave SE	62.41 acres	
Meridian Glen	Kent Kangley & 136th SE	2.19 acres	
Pine Tree	SE 276th & 114th Ave SE	9.8 acres	
Springwood	SE 274th & 128th Pl SE	.10 acres	

exhA.doc

EXHIBIT A

*add to
parking or
agreement
Holl Springs
last prior*

INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF KENT

Relating to the Ownership, Funding, Operation and Maintenance
of Parks, Open Space, Recreation Facilities, and Programs

This Agreement is made and entered into this day by and between
the City of Kent, hereinafter called "City", and King County,
hereinafter called "County".

WHEREAS, the City of Kent will annex the area of previously
unincorporated King County known as Kent Meridian on or about
January 1, 1996; and

WHEREAS, the City desires to own, operate, and maintain parks,
open space, recreation facilities and programs and other
municipal programs, facilities and property inside its
boundaries; and

WHEREAS, the County desires to divest itself of ownership,
management, and financial responsibility for non-regional parks,
open space, recreational facilities and programs inside the City
boundaries; and

WHEREAS, it is in the best interest of the public that the City
and the County take those actions necessary to meet those desires
and to cooperate in any transition to insure a smooth transition
and avoid service disruption;

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance.

1.1 On January 2, 1996, King County shall convey to the
City by recorded deeds the following listed parks,
recreation and open space properties and facilities.
(hereafter called "facilities"):

- Clark Lake Open Space;
- Eastridge;
- Lake Meridian;
- Meridian Glen;
- Pine Tree; and
- Springwood,

all as more fully described in Attachments "A", List and Location of Parks, and "B", the legal description, incorporated by this reference made a part hereof.

- 1.2 The deeds shall contain all reservations of record and applicable covenants and restrictions resulting from grants, bonds and other similar funding sources, and the following specific covenants pertaining to use and assessment of fees:

"The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate for non-City residents as for the residents of the City, unless the City has imposed specifically dedicated resources (i.e., taxes or fees imposed upon City residents) to fund recreation programs, and such different fees provide for equitable contributions to be made by City and non-City residents."

- 1.3 The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.
- 1.4 No King County artwork currently located at any park is to be transferred with the land. King County artworks remain the property of King County. The responsibility, management and maintenance of King County artworks, as well as the ownership, remain with the County.

- 1.5 At the time of conveyance, the County shall provide the City the following:
- 1.5.1 Architectural and construction drawings and as-builts.
 - 1.5.2 Planning documents pertaining to present and future use of said parks.
 - 1.5.3 Any and all records of public meetings during the last five years pertaining to present or future use of parks.
 - 1.5.4 Covenants and restrictions applicable to the parks subject to this agreement.
- 1.6 The parks conveyed shall include all park furnishings and appurtenances currently situated on said property including, but not limited to, garbage receptacles, picnic tables, picnic barbecues, and swim buoys at Lake Meridian.

2. Responsibility for Operations, Maintenance, Repairs and Improvements.

- 2.1 Upon the effective date of conveyance as described in Section 1.1 above, the City agrees to accept the properties and facilities described above in as is condition, except as set forth in Attachment C which shall be addressed as set forth in said attachment, and to assume full and complete responsibility for operations, maintenance, repairs and improvements of said facilities.
- 2.2 Upon the effective date of conveyance as described in Section 1.1 above, the City shall assume full and complete responsibility for all recreation programs and services at this site. Until the effective date of conveyance, the County agrees to continue to operate, maintain and repair the facilities listed in Section 1.1 above and to operate any previously scheduled recreation programs in said facilities.

3. Uses of Facilities and Fields During Transition Period.

3.1 The parties agree there may be a transition period from the date of execution of this agreement through the effective date of conveyance, and agree during said transition period to avoid disruption of service to the public. The County agrees, during the transition period, to continue to schedule any organized athletics and recreational activities at the facilities. The County will provide to the City recreation programs and services at the facilities listed in Section 1.1 at the currently budgeted level. Upon transfer, the City will become responsible for any and all recreation programs and services at the site, including scheduling any public use of facilities.

3.2 Revenues from any facility use or recreational programs held at the facilities during the transition period shall accrue to the County. Revenues from facility use and recreational programs after the City assumes full ownership and maintenance responsibility as specified in Sections 1.1 and 2.1 will accrue to the City.

4. Indemnification.

4.1 The County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, relating to the facilities described herein, which are caused by or result from a negligent act or omission of King County, its officers, agents and employees that occurred prior to the effective date of conveyance of the facilities listed in Section 1.1 to the City, by reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in performance of this agreement. 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; and if final judgment be rendered against the City 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 County shall satisfy the same.

4.2 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, relating to the facilities described herein, which are caused by or result from a negligent act or omission of King County, its officers, agents and employees that occurred subsequent to the effective date of conveyance of the facilities listed in Section 1.1 to the City, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them, in performance of this agreement. 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 principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

4.3 The City's and the County's indemnification in this section shall survive this Agreement.

5. Non-Discrimination. The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.

6. Audits and Inspections. In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
7. Waiver and Amendments. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.
8. Default.
 - 8.1 In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.
 - 8.2 In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.
 - 8.3 Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.
9. Entire Agreement and Modifications. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

10. Administration of Agreement.

10.1 The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.

10.2 Any conflict that is not resolved by the contract administrator within ten (10) working days of the meeting held to discuss the conflict shall be referred to the City Director of Parks and Recreation and the County Director of Parks, who shall resolve the conflict.

11. Duration. This agreement is effective upon execution by both parties and shall continue in force unless both parties mutually consent in writing to its termination.

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

CITY OF KENT

King County Executive

Mayor

Date

Date

Approved as to form:

Approved as to form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

MERIDIAN GLEN PARK

Tracts A-1 and A-2 Open Space, Meridian Glen Division No. 1, as recorded in Volume 121 of Plats, pages 32 - 34, records of King County, Washington, under Recording No. 8205030641, known as Lot Line Revision to Meridian Glen Division No. 1.

SPRINGWOOD PARK

The East 10 acres of the South 3/4 of the NW 1/4 of the NE 1/4 of Section 33, Township 22 North, Range 5 East, W.M., in King County, Washington.

SUBJECT TO: Easement with provisions, conditions and covenants recorded under Auditor's File No. 6574774 and 7803221031; Application for permission to extend the utility system on said premises recorded under Auditor's File No. 6595634.

EASTRIDGE PARK

Tract A, Eastridge Park Division No. 2, as recorded in Volume 90 of Plats, pages 65 & 66, records of King County, Washington.

SUBJECT TO conditions on deed recorded September 3, 1969, under Recording No. 6559633, as follows: By acceptance of subject deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of the public health, safety, morals and general welfare.

PINE TREE PARK

The South 1/2 of the NE 1/4 of the SE 1/4 of the NE 1/4 of Section 32, Township 22 North, Range 5 East, W.M.; TOGETHER WITH the North 1/2 of the SE 1/4 of the SE 1/4 of the NE 1/4 of said Section 32. TOGETHER WITH an easement (for access over and across) the West 30 feet of the NE 1/4 of the SE 1/4 of the NE 1/4 of said Section 32.

SUBJECT TO: Easement wherein the Grantor reserved the right for access over and across the West 30 feet of the above described property, contained in that certain Partial Fulfillment Deed executed by Alice J. McCabe, formerly Alice J. Barger, as her separate estate.

CLARK LAKE OPEN SPACE

PARCEL A - The West 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4 of Section 21, Township 22 North, Range 5 East, W.M., in King County, Washington; EXCEPT the North 360 feet of the East 100 feet; AND EXCEPT the South 55 feet; AND EXCEPT County Road.

SUBJECT TO: Any prohibition of or limitation of use, occupancy, or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water; and to the extent required by any applicable public health department requirements, SUBJECT TO a covenant restricting use due to the existence of a water well for a private domestic water supply system established by that Well Agreement recorded under King County Recording No. 8901030642, within any portion of the premises lying within a 100 foot radius of the location of said well, which well location is described as follows: A point lying 30 feet West, more or less, of the Easterly boundary and 220 feet South, more or less, of the Northerly boundary of, the following described parcel: The West 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4 of Section 21, Township 22 North, Range 5 East, W.M., King County, Washington, EXCEPT County Road.

PARCEL B - The West 1/2 of the NW 1/4 of the NE 1/4 of Section 21, Township 22 North, Range 5 East, W.M., in King County, Washington; EXCEPT the West 396 feet of the North 660 feet; AND EXCEPT that portion thereby lying within S.E. 240th St., as presently established.

SUBJECT TO: Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water.

PARCEL C - The Westerly 330 feet of the South 55 feet of Lot 2 of King County Short Plat No. 674032, recorded under King County Recording No. 7708030801. Said short plat being a portion of the East 1/2 of the NW 1/4 of the NE 1/4 of Section 21, Township 22 North, Range 5 East, W.M., in King County, Washington.

SUBJECT TO: Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water; Covenants, conditions, restrictions and easements contained in Short Plat No. 674032, recorded August 3, 1977, under Recording No. 7708030801;

Declaration of Covenant dated August 17, 1977, recorded August 17, 1977, under Recording No. 7708170899, regarding further subdivision of lots.

PARCEL D - The East 1/2 of the SW 1/4 of the NE 1/4 of Section 21, Township 22 North, Range 5 East, W.M., in King County, Washington; EXCEPT the West 1/2 of the SE 1/4 of the SW 1/4 of the NE 1/4 of said Section 21, in King County, Washington; EXCEPT that portion thereof lying Southerly of the North line of the South 30 feet thereof as conveyed to King County for S.E. 248th St. by Deed recorded under Recording No. 5845363.

ALSO, the West 1/2 of the SE 1/4 of the SW 1/4 of the NE 1/4 of Section 21, Township 22 North, Range 5 East, W.M., in King County, Washington; EXCEPT the South 330.92 feet of the West 132 feet thereof; EXCEPT that portion thereof lying Southerly of the North line of the South 30 feet thereof as conveyed to King County for S.E. 248th St. by Deed recorded under Recording No. 5845364.

SUBJECT TO: 1. Reservations and exceptions contained in Deed from Northern Pacific Railroad Co.- Reserving and excepting from said lands so much or such portions thereof as are or may be mineral lands or contain coal or iron, and also the use and the right and title to the use of such surface ground as may be necessary for mining operations and the right of access to such reserved and excepted mineral lands, including lands containing coal or iron, for the purpose of exploring, developing and working the same, as recorded under Recording No. 216187. NOTE: No examination was made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved. 2. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded February 17, 1965 under Recording No. 5845363. 3. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded February 17, 1965, under Recording No. 5845364. 4. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the unnamed pond.

LAKE MERIDIAN PARK

Parcel A - Lot 3, Meridian Lakeshore Tracts, according to the plat recorded in Volume 51 of Plats, page 13, records of King County, Washington.

SUBJECT TO: Right of the public as dedicated in the plat. Covenants, conditions and restrictions contained in said plat. Reservations contained in Deed recorded under Recording No. 226333.

Parcel B - Lot 4, Meridian Lakeshore Tracts, according to the plat recorded in Volume 51 of Plats, page 13, records of King County, Washington.

SUBJECT TO: Reservations contained in Deed recorded under Recording No. 226333. Covenants, conditions and restrictions contained in said plat. Right of the public as dedicated in the plat.

Parcel C - Lot D of King County Short Plat No. 3998, recorded under King County Recording No. 8306100527, said lot being described as the East 100.00 feet of Lot 5, Meridian Lakeshore Tracts, according to the plat thereof recorded in Volume 51 of Plats, page 13, records of King County, Washington.

TOGETHER WITH an easement for ingress, egress and utilities over, under and across a portion of Lot 4, King County Short Plat No. 180069, as established by instrument recorded by under King County Recording No. 8104090330, described as follows: Commencing at the S.E. corner of Meridian Lakeshore Tracts, according to the plat thereof recorded in Volume 51 of Plats, page 13, records of King County, Washington; thence N.89-02-34 W., along the South line of said plat, a distance of 25.00 feet to the true point of beginning; thence continue N.89-02-34 W., along said South line, a distance of 455.18 feet to the Southeasterly right of way line of 148th Ave. S.E. said point being on a curve, the center of which bears S. 42-22-22 E., a distance of 266.48 feet; thence South-westerly along said curve to the left having a radius of 266.48 feet, through a central angle of 12-43-43, an arc distance of 59.20 feet to the North line of the South 13.668 acres of the West 3/4 of Government Lot 1 of the SE 1/4 of Section 26, Township 22 North, Range 5 East, W.M., in King County, Washington and the North line of Alpine Vista, according to the Plat thereof recorded in Volume 82 of Plats, page 73, records of King County, Washington, extended Westerly; thence S. 88-44-21 E., along said line, a distance of 493.43 feet; thence N. 00-55-16 E. a distance of 47.67 feet to the true point of beginning.

SUBJECT TO: 1) Restrictions contained in said plat as follows: No lot or portion of a lot in this plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area shown on the face of this plat. All lots in this plat are restricted to R-1 and R-2 residential district use governed by and subject to restrictions, rules and regulations of the County Zoning Resolution No. 11373 and subsequent changes thereto by official County resolution. Property usage: Lot 4, R-3, Lots 15, 16 and 17, R-2, all others, R-1. Approval for septic tanks to be installed in accordance with specifications of King County Health Department is required for each individual lot. 2) Underground utility easement, and the terms and conditions thereof granted to Puget Sound Power and Light Co., to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system across the South 10 feet of said premises and other property recorded on June 3, 1983, under Recording No. 8306030606. Contains covenant prohibiting structures over said easement or other activity which might endanger the underground system. 3) Road maintenance agreement and the terms and conditions thereof by and between Edward E. Raisio and Audrey L. Raisio, husband and wife, as recorded on June 28, 1983, under Recording No. 8307110749. Said agreement contains a provision for bearing equal costs of maintenance, repair or reconstruction of said road by the common users. 4) Exceptions and reservations contained in Deed from Herbert S. Upper, a bachelor, recorded on February 18, 1902, under Recording No. 226333. Excepting and reserving from said lands such as are now known or shall hereafter be ascertained to contain coal, iron, oil or gas, and also the use of such surface ground as may be necessary for mining operations and the right of access to such reserved and excepted coal, iron, oil or gas lands for the purpose of exploring, developing and working the same. 5) Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat.

Parcel D - Lot 5, Meridian Lakeshore Tracts, as per plat recorded in Volume 51 of Plats, page 13, records of King County, Washington, except the East 300 feet thereof. (Also known as Lot A of Short Plat No. 3998, recorded under King County Recording Nos. 8107229006 and 8306100527.)

SUBJECT TO: Easements, restrictions, reservations and provisions of record, if any.

Parcel E - That portion of the North 12.668 acres of the West 26.336 acres of Government Lot 1, Section 26, Township 22 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning at the S.W. corner of said Section 26; thence North along the established West line of said Section 26 a distance of 978.66 feet; thence N.89-39-40 E. 375.54 feet, more or less, to the East line of the County Road, to the true point of beginning; thence East 536.632 feet; thence South 132.712 feet; thence West 566.136 feet, more or less, to the County Road right of way; thence Northerly along the County Road right of way 139.065 feet to the true point of beginning.

ALSO, Lot 6, Meridian Lakeshore Tracts, according to the plat recorded in Volume 51 of Plats, page 13, records of King County, Washington.

SUBJECT TO: Reservations contained in Deed recorded under Recording No. 226333. Covenants, conditions and restrictions contained in said plat. Right of the public as dedicated in the plat.

Parcel F - Lot 8, Meridian Lakeshore Tracts, according to the plat recorded in Volume 51 of Plats, page 13, records of King County, Washington.

SUBJECT TO: Covenants, conditions and restrictions contained in said plat. Reservations contained in Deed recorded under Recording No. 226333.

TOGETHER WITH the South 1/2 of the South 1/2 of the NW 1/4 of the SW 1/4 of Section 26, Township 22 North, Range 5 East, W.M., EXCEPT that portion for Soos Creek-Berrydale Road establishment AND EXCEPT that portion of the South 15 feet thereof lying East of a line drawn parallel with and 460 feet East of the West line of said SW 1/4 AND EXCEPT any portion within the Plat of Meridian Lakeshore Tracts.

TOGETHER WITH the North 12.668 acres of West 26.336 acres of Government Lot 1, Sec. 26, Twp 22 N., Rge 5 E., W.M., in King County, Washington; EXCEPT County Roads; EXCEPT, Beginning 17.71 feet South of S.W. corner of the NW 1/4 of the SW 1/4; thence South along Section line 56.56 feet; thence N.45-55-04 E. 25 feet to Westerly margin of County Road; thence Northerly along said road margin to beginning; EXCEPT, beginning 978.66 feet North and 375.54 feet East of S.W. corner of said section; thence East 536.632 feet; thence South 132.712 feet; thence West to County Road; thence Northerly along said road to beginning; EXCEPT beginning at N.W. corner; thence South 20 feet; thence S.54-19-56 E. 180.13 feet; thence S.35-40-04 W. 30 feet to the True Point of Beginning; thence S.54-19-56 E. 108.89 feet; thence S.58-59-04 W. to shore of lake; thence Northwesterly along shore to point from where true point of beginning bears N.58-59-04 E.; thence N.58-59-04 E. to beginning; EXCEPT Coal & Mineral Rights AND EXCEPT beginning at N.E. corner of SE 1/4 of the SE 1/4 of Sec. 27; thence S.00-04-56 E. 74.27 feet to point of beginning; thence S.00-04-56 E. 82.67 feet; thence S.51-43-56 E. along shore of Lake Meridian 6.82 feet; thence N.57-55-42 E. 72.55 feet to South line of County road; thence Northwesterly 82.25 feet; thence S.45-55-04 W. 25 feet to Point of Beginning; AND EXCEPT portion platted as Meridian Lakeshore Tracts, according to the plat recorded in Volume 51 of Plats, page 13, records of King County, Washington, ALSO EXCEPT that portion lying South of the North line of Lot 5, Meridian Lakeshore Tracts, produced Easterly to the West line of said Soos Creek-Berrydale Road establishment, and Easterly of 148th Ave. S.E.

LESS that portion of the North 663.40 feet of the West 1/2 of the East 1/2 of Government Lot 1 in Section 26, Township 22 North, Range 5 East, W.M., King County, Washington, lying Northeasterly of Soos Creek-Berrydale Road Extension (Soos Creek Drive S.E.), as conveyed to

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King County by Deed recorded under Recording No. 2682001.

Parcel G - That portion of the North 663.40 feet of the East 1/2 of the East 1/2 of Government Lot 1 in Section 26, Township 22 North, Range 5 East, W.M., King County, Washington, lying Southwesterly of Soos Creek-Berrydale Road Extension (Soos Creek Drive S.E.), as conveyed to King County by Deed recorded under Recording No. 2682001.

Parcel H - The NW 1/4 of the NE 1/4 of the SW 1/4 of Section 26, Township 22 North, Range 5 East, W.M., in King County, Washington.

SUBJECT TO: An easement for electric transmission line recorded under Auditor's File No. 3210959. Reservations contained in Deed recorded under Auditor's File No. 226333.

Parcel I - The South 15 feet of the NW 1/4 of the SW 1/4 in Section 26, Township 22 North, Range 5 East, W.M., EXCEPT the West 460 feet and EXCEPT County Road.

Parcel J - The South 13.668 Acres of the following described tract: All of Government Lot 1 in Section 26, Township 22 North, Range 5 East, W.M., in King County, Washington; EXCEPT the East 1/2 of the East 1/2 thereof; AND EXCEPT from said 13.668 Acres the East 600 feet thereof and those portions conveyed to King County for roads by Deeds recorded under Recording Nos. 202265 and 3091895.

Parcel K - The South 1/2 of the North 1/2 of the NW 1/4 of the SW 1/4 of Section 26, Township 22 North, Range 5 East, W.M., in King County, Washington, EXCEPT that portion thereof lying within the Soos Creek-Berrydale Road Extension, AND EXCEPT that portion thereof lying 148th Ave. S.E.

SUBJECT TO: Reservations contained in Deed recorded under Auditor's File No. 226333.

Parcel L - The SW 1/4 of the NE 1/4 of the SW 1/4 and the North 1/2 of the South 1/2 of the NW 1/4 of the SW 1/4 all in Section 26, Township 22 North, Range 5 East, W.M., in King County, Washington, EXCEPT that portion conveyed to King County for road purposes by Deed recorded under Auditor's File No. 2679016; AND EXCEPT that portion thereof lying within 148th Ave. S.E.

Parcel M - That portion of Lot 4, Short Plat No. 183082, according to the short plat recorded under King County Recording No. 8301310916, lying Westerly of the Southerly extension of the Easterly line of Lot A of Short Plat No. 3998, as recorded under Recording No. 8306100527.

Parcel N - Government Lot 7 in the SE 1/4 of the SE 1/4 of Section 27, Township 22 North, Range 5 East, W.M., EXCEPT County Road, TOGETHER WITH shorelands of the 2nd Class lying in front of, adjacent to and abutting thereon.

Subject to Forward Thrust Bond covenants as contained in Resolution No. 34571, as passed by the Board of County Commissioners on December 18, 1967.

EXHIBIT C

REPAIR WORK TO BE DONE OF FUNDED BY KING COUNTY
AT PARKS TRANSFERRING TO THE CITY OF KENTPine Tree Park:

- repair asphalt trail where roots, weeds, and hole exist. The City and County shall mutually agree on the scope of work and the cost to the County shall not exceed \$10,000.

Meridian Glen:

- repair backstop
- add gravel on bridge
- remove tansy ragwort.

Lake Meridian:

- repair dock deck
- repair bridges near boat launch
- repair or replace lifeguard chair on deck

Eastridge:

- add rails to fall zones on playground equipment
- modify entrance by removing fence and adding bollards

Clark Lake:

- Secure to eliminate access to vehicles