October 4, 1999

Introduced By: Maggi Fimia

Proposed No.: **1999-0570**

MOTION NO. 10793

A MOTION pertaining to funding and lead responsibility for the acquisition and development of the Interurban North Trail, authorizing the executive to amend the existing Interlocal Agreement between King County and the city of Shoreline relating to ownership, funding, operation and maintenance of parks, open space, recreation facitilies, and programs and to enter into new interlocal agreements to convey to the city certain county capital improvement project and open space bond funds specific to the trail project.

WHEREAS, the City of Shoreline (the "City") desires to acquire, develop, operate, and maintain parks, open space, recreation facilities and programs that are to the benefit of its citizens, and all citizens of King County.

WHEREAS, 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.

WHEREAS, on December 23, 1996, the King County Council passed Ordinance 12571 authorizing the Executive to enter into an agreement with the City pertaining to the ownership, funding, operation and maintenance of parks, open space, recreation facilities and programs. Section 3.4 of the interlocal agreement identifies the County as being the

project lead. The City has requested that they have lead responsibility for the acquisition and development of the Trail project.

WHEREAS, the 1989 King County Open Space Bond project list identifies the Interurban Trail North (described on page 14 on attachment A to the interlocal between the county and the city of Shoreline 1989 Open Space Bond Projects) as an acquisition project. There is approximately $129,533 of Bond funds available for the Trail project. Prior to distribution of Bond proceeds to an eligible jurisdiction, Ordinance No. 9071 requires the execution of an interlocal agreement.

WHEREAS, the King County Open Space Non-Bond fund (project number 352218) contains $93,543 for Interurban North Trail development and acquisition.

WHEREAS, King County Park System's 2000 Capital Improvement Program (CIP project number 316146) contains approximately $71,447.00 for the development and acquisition of the Trail project.

WHEREAS, It is in the best interest that jurisdictions cooperate to provide effective and cost efficient services, and pursuant to RCW 39.35 the City and County are authorized to enter into agreements for cooperative actions.

NOW, THEREFORE BE IT MOVED: by the Council of King County:

A. The King County executive is hereby authorized to execute two interlocal agreements (A. Relating to funding and B. 1989 Open Space Bond Projects) and an amendment to the existing Parks interlocal agreement (Attachment C.) with the City of Shoreline for the acquisition and development of the Interurban North Trail.

B. The executive is authorized to send correspondence notifying the appropriate agencies of the change in lead agency designation.

PASSED by a vote of 11 to 0 this 11th day of October, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

Clerk of the Council

Attachments: A. Agreement Relating to funding of Interurban Trail North
B. Agreement : 1989 Open Space Bond Project
C. Amendment to the Interlocal Agreement relating to the Interurban Trail
D. Draft letter to Dick Callahan, Puget Sound Regional Council

Attachment A.
Joint Cooperation Agreement
Between King County and the City of Shoreline
Relating to the funding of Interurban Trail North

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Shoreline, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

I. PREAMBLE

King County and the City of Shoreline are mutually desirous of allowing the recently incorporated City of Shoreline complete responsibility for future acquisition and development of the Interurban Trail North hereinafter referred to as the "Project". This agreement is made pursuant to RCW 39.34, the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

II. COUNTY RESPONSIBILITIES

1. Within thirty (30) days of the execution of this agreement by the parties, King County agrees to transfer the balance of any funds contained in King County Non-bond Project number 352218 to the City. After January 1, 2000, King County agrees to transfer the balance of any funds contained in the County Park System's 2000 Capital Improvement Program for CIP project number 316146.

2. The balance of funds available for the purpose of this agreement is expected to be approximately $164,990 composed of $93,543 from Non-bond Project number 352218 and approximately $71,447 from Project number 316146 as contained in the County Park System's 2000 Capital Improvement Program budget. The parties acknowledge that the availability of $71,447 in 2000 Capital Improvement Program funds is subject to the County Council's approval of the 2000 King County Budget.

3. For the purposes of this agreement, King County is merely a funding source for the City and as such, no tort liability whatsoever shall attach to King County arising from County funding within this agreement, nor from the City's purchase, construction, maintenance, operation, use, or design of the properties for which this funding is used.

III. CITY RESPONSIBILITIES

1. As consideration for the funds paid by the County, the City shall proceed with the acquisition and development of the Interurban Trail North. The City may only use

these funds for the acquisition and development of the Interurban Trail North.

2. As further consideration, all trail acquisition and/or development by the Cityshall be open for use to the residents of greater King County, and not merely to City of Shoreline residents.

3. As further consideration, any and all properties purchased or developed with funds provided under this agreement shall be used for recreational purposes for a period of time in accordance with requirements of Federal Transportation funding , unless the City makes an exchange of like properties of equal or greater value and still maintains the Shoreline Interurban North Trail corridor connection.

4. As further consideration, the City covenants that any and all user fees for properties purchased or developed with funds provided under this agreement shall be the same for non-residents and residents of the City. This provision shall apply to all use fees, including, but not limited to charges imposed upon leases, concessionaires, groups, individuals, and any assignees.

IV. USE OF FUNDS

1. The City agrees to use the funds transferred by the County for acquisition and development of the Interurban Trail North and no other purpose. Such uses may include land acquisition, design, project management, project administration and construction purposes.

2. The City agrees to refund King County in full for any funds transferred under this Agreement, plus interest at the legal rate, which are not used, or are used for purposes not authorized by this section.

V. DURATION

This Agreement shall be effective upon execution and authorization by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

VI. INDEMNIFICATION

1. The City shall indemnify and hold harmless the County and its officers, elected and appointed officials, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, judgments, and damages of any nature whatsoever, including but not limited to injury to person, death, or property damage, by reason of, incidental to, arising out of, or related in any way to the purchase, acquisition, development, construction, use, or maintenance of trail/recreational property pursuant to this agreement. In the event that any suit based upon such a

claim, action, loss or damage is brought against the County, or the County and City, the City shall defend the same at its sole cost and expense; provided that the County retains the rights 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, elected and appointed officials, agents, and employees, or any of them, or jointly against the County and City and their respective officers, elected officials, agents and employees, or any of them, the City shall satisfy the same.

2. The City also agrees to waive its immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

3. In the event it is necessary for the County to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the City.

4. In the event it is determined that RCW 4.24.115 applies to this Agreement, the City agrees to protect, defend, indemnify and save as entirely harmless the County, its officers, elected and appointed officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever arising out of or in any way resulting from the City's officers, elected and appointed officials, employees, agents and/or subcontractors of all tiers, acts or omissions, performance or failure to perform the rights and privileges granted under this Agreement, to the maximum extent permitted by law.

VII. AUDITS AND INSPECTIONS

All non-privileged records related to the 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 until three (3) years after the City makes final expenditure of all County provided funds. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. This provision does not require release or inspection of privileged documents, including documents covered by the attorney-client, or attorney work product privileges.

VIII. 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.

IX. DEFAULT

1. In the event that the City violates any of the conditions of this Agreement, the County shall be entitled to specific performance of the Agreement. The County may alternately chose, and the City must provide, a full and complete refund of all funds paid to the City under this agreement, plus interest at the market rate. Further, the City shall be fully responsible and must indemnify and reimburse the County for any and all costs and expenses related to the City's default, including but not limited to attorney and other legal fees. Time is of the essence of this agreement.

2. In the event the County violates any of the conditions of the Agreement, the City shall be entitled to specific performance of the Agreement.

X. ENTIRE AGREEMENT AND MODIFICATIONS

This agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may only 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.

XI. RELATIONSHIP OF THE PARTIES

1. The intent of the parties is that the City shall serve as the capital project manager and administrator of the acquisition and development of the Interurban Trail North described above. The County will provide limited funds, as detailed above, to assist in the acquisition and development of the Interurban Trail North. The City shall also assume responsibility for all operations and maintenance of any future acquisitions or development as described in Section III above.

2. The City shall be responsible for following all applicable Federal, State and local laws in administration of this project, and assure that their procedures are consistent with laws relating to public contract bidding procedures, nondiscrimination and fair employment rules and regulations. The County neither incurs nor assumes any responsibility for the City's bid, award or construction process.

XII. ASSIGNABILITY

The City shall not assign any of its rights under this contract without the prior written consent of King County.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County	City of Shoreline
_____	_____
King County Executive	City Manager
_____	_____
Date	Date
Approved as to Form	Approved as to Form
_____	_____
King County Deputy Prosecuting Attorney	City Attorney
_____	_____
Date	Date

Attachment B.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SHORELINE
1989 OPEN SPACE BOND PROJECTS

This Interlocal Cooperation Agreement is entered into between the City of Shoreline ("City") and King County ("County").

Article I. RECITALS

On November 7, 1989, King County voters approved the issuance of Bonds to finance the acquisition, construction, development, and improvement of public green spaces, green belts, open space, parks and trails and an excess property tax levy to pay the principle and interest on such Bonds. The ballot proposition was authorized by King County Ordinance No. 9071.

Projects to be funded from Bond Proceeds include King County Projects, City of Seattle Projects and Suburban Jurisdiction Projects. Prior to the distribution of Bond Proceeds by the County to an eligible jurisdiction, Ordinance No. 9071 requires execution of an Interlocal Cooperation Agreement containing provisions necessary to satisfy applicable federal tax laws and regulations and to make certain other provisions.

Pursuant to King County Ordinance No. 9071, and Washington State Chapter 39.34, the parties agree as follows:

Article II. DEFINITIONS.

2.1 Agreement. This Interlocal Cooperation Agreement between the County and the City regarding the distribution of Proceeds from the sale of Bonds for public green spaces, green belts, open space, parks and trails, as described and authorized by Ordinance No. 9071 and the Bond Ordinance.

2.2 Bond Ordinance. Ordinance No. 9404 which was adopted by the King County Council authorizing the issuance and sale of Bonds to finance the Projects authorized by Ordinance No. 9071 or subsequently approved by the County.

2.3 Bond Proceeds. The principal proceeds received from the sale of Bonds and any earnings received from the investment thereof. The term shall not include accrued interest on the Bonds paid by the original purchaser of the Bonds.

2.4 Bond Redemption Fund. The County fund designated by ordinance for the purpose of paying the principal of and interest on any Bonds issued by the County.

2.5 Bonds. Any bonds, notes or other evidence of indebtedness sold pursuant to the Bond Ordinance and any refunding bonds issued in lieu thereof.

2.6 Capital Costs. The term "Capital costs" shall be construed consistent with the term "capital purposes" in Article VII, S 2(b) of the Washington State Constitution. The term shall not include the replacement of equipment. The term may include payment for all costs related to the carrying out of Projects, including without limitation, real estate appraisal, legal and acquisition costs; paying necessary design, engineering, construction and Project administration expenses; and paying the costs and expenses incurred in issuing the Bonds or administrating the planning and distribution of Bond Proceeds and other on-going administrative costs of overseeing the program.

2.7 Code. The Internal Revenue Code of 1986 as amended, together with all applicable regulations.

2.8 The Election Ordinance. King County Ordinance No. 9071.

2.9 Open Space. The term "open space" or "open space land" means (a) any land area so designated by official comprehensive land use plan adopted by a city or

county and zoned accordingly; or (b) any land area, the preservation of which in its present use would (i) conserve and enhance natural or scenic resources, or (ii) protect streams or water supply, or (iii) promote conservation of soils, wetlands, beaches or tidal marshes, or (iv) enhance the value to the public of abutting and neighboring parks, forests, wildlife reserves, natural reservations or sanctuaries or other open space, or (v) enhance recreational activities or (vi) preserve historic sites or (vii) preserve visual quality along highway, road, and street corridors or scenic vistas, or (viii) retain in its natural state, tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the legislative body granting the open space classification, or (c) any land meeting the definition of farms and agricultural conservation under subsection (8) of RCW 84.34.020. As a condition of granting open space classifications, the legislative body may not require public access on land classifies under (b) (iii) of this subsection for the purpose of promoting conservation of wetlands.

2.10 Project. The term "Project" means specific projects for acquisition, construction, development and improvement of public green spaces, green belts, open space, parks and trails as authorized in the Election Ordinance or as subsequently approved by King County.

2.11 Project Categories. Projects allocated within one of three existing categories authorized in the Election Ordinance. The categories include County Projects, Seattle Projects, and suburban jurisdiction Projects.

2.12 Scope Change. The term "Scope Change" means a deviation or change in a project's description that results in a more than 10%, but less than 50%, increase,

decrease, or difference in a project's total acreage or budget. If a deviation or change in a project' description results in an increase, decrease or difference in a project's acreage or budget of greater than 50%, it shall be construed as a new project.

2.13 Taxable Bonds. Bonds the interest on which is included in the gross income of recipients thereof by reason of the failure to comply with applicable requirements of the Code.

2.14 Tax Exempt Bonds. Bonds the interest on which is not included in the gross income of the recipients thereof by reason of section 103(a) of the Code of 1986 as amended.

Article III. PURPOSE OF THE AGREEMENT

The purpose of this agreement is to create a cooperative arrangement between the City and the County relating to the Projects and to define the terms and conditions governing both parties' obligations created by this agreement.

Article IV. TERMS OF AGREEMENT.

This agreement shall be continued in full force and effect and binding upon the parties hereto upon execution of the agreement by both parties. The terms of the agreement shall be indefinite. The agreement may be terminated if the City is unable or unwilling: 1) to complete the projects authorized through the Election Ordinance and attached to this agreement or its modifications; and 2) upon reimbursement by the City to the County of all funds provided by the County pursuant to this agreement.

Article V. CONDITIONS OF AGREEMENT.

Section 5.1 Project Description/Use of Bond Proceeds. Bond Proceeds made available to the City pursuant to this Agreement may be used to defray the Capital Costs

of Projects pursuant to the Election Ordinance and this Agreement. The Projects currently approved by the County are listed in Attachment A, which is incorporated herein by reference.

Section 5.2 Project Implementation. The parties recognize that delay in implementation of Projects will jeopardize the financial viability of the Projects as currently approved and the tax-exempt status of interest on the Bonds. The City, therefore, certifies that as to its Projects, it has reviewed its real property acquisition procedures, commits to all reasonable action and will proceed with due diligence to ensure that its Projects are expeditiously completed in accordance with the Project Implementation schedule, and that it will give highest priority to those properties where there is a particular threat of conversion to a more intensive use or increases in acquisition costs.

Section 5.3. Maintenance in Perpetuity. The City and any successor in interest, agree to maintain and administer the lands and facilities constituting the Projects acquired or developed with Bond Proceeds provided pursuant to this Agreement, the Election Ordinance and the Bond Ordinance for the purposes set forth herein in perpetuity. If the City changes the status or use of lands or facilities acquired with Bond Proceeds pursuant to this Agreement to any other purpose or use, the City shall pay the County an amount acceptable to the County in cash to provide for replacement of the open space land or facilities or substitute other property which King County determines, through its normal legislative process, to be consistent with the purpose of King County Ordinance 9071. In either case, the value of the property shall be established at the time of the change in status or use, based on the changed status or use and not based on its value as public

green space, green belt, open space, park or trail. In no event shall the use of any land or facilities constituting a Project be changed to any private use, which would jeopardize the tax-exempt status of the interest on the Bonds.

At its own cost, the City will provide the County an independent MIA appraisal prepared in accordance with this section. The value established by the appraisal will not be binding on the County. The City shall provide the County with written notice prior to the change of use and shall reimburse the County within ninety (90) days of such notification. Reimbursement not received within ninety days will accrue interest at the then legal rate from the date of notification.

Should any Project or portion thereof be subject to condemnation during the term of this Agreement, the proceeds of any award in condemnation of the Project or portion thereof shall be used for the acquisition, construction, development or improvement of other equivalent lands of facilities. The procedure for submission to and approval by the County of the City's proposed substituted lands and facilities shall be as set forth in Section 6.4.

Nothing herein shall prevent the City from granting easements, franchises or concessions or from making joint use agreements or other operational agreements which are compatible with the use of a Project for the purposes authorized in this Agreement and the Ordinance.

Section 5.4. Special Conditions. As set forth in the Election Ordinance, the Agreement between the County and the City may contain special conditions. If applicable, such special conditions are attached hereto as Attachment B and incorporated herein by reference.

Section 5.5. Signs. The City shall install, within three months of completion of the project, and maintain signs identifying the project as having been funded under the 1989 King County Open Space Bond program. Such signs shall be clearly visible to the public entering upon the property, or where public access is inappropriate, clearly visible from the public right-of-way to the extent practicable. Such signs shall be of an appropriate size (generally not smaller than two feet by three feet) and such identification shall be as prominent as any other identification of the property.

Article VI. BOND PROCEEDS.

Section 6.1 Distribution of Principal Proceeds. The principal proceeds of the Bonds shall be deposited in a fund or funds to be designated by the County for the purpose of administering, disbursing and accounting for Bond Proceeds authorized by the Election Ordinance, this Agreement and the Bond Ordinance. Within said fund or funds, Bond principal will be distributed to the City as set forth in Section 6.4 of this Agreement.

Section 6.2 Investment of Bond Proceeds. The County, through its Office of Financial Management, shall be responsible for placing investments of cash balances. The County will be responsible for arbitrage calculations and related actions required by the Code to ensure compliance with arbitrage regulations.

Section 6.3 Bond Proceeds Disbursement. Bond Proceeds will be disbursed to the City upon receipt and verification of properly completed requests for payment of Bond Proceeds by King County's Resource Lands and Open Space section, or its successor. The disbursement requests shall be made only for Capital Costs incurred by the City in completion of the authorized Projects. Disbursements will be made in one of

two ways: (1) by wire transfer up to five (5) days prior to the closing date for acquisition of property rights; or (2) by Automated Clearinghouse transmittal to the City after receipt of appropriate documentation by the County. Wire transfer requests will require a completed and signed County Wire Transfer form, a copy of the signed purchase and sale document, an estimated settlement statement, and electronic wiring instructions to the closing agent or the City if so requested. The City shall provide a list of authorized individuals to certify the requests submitted to the County. The City will be responsible for the accuracy of the payment requests and the propriety and timeliness of its disbursements following receipt of Bond Proceeds.

Section 6.4 Bond Proceeds Reallocation.

a. Unexpended Bond Proceeds at completion of Projects. If, upon completion of a Project, Bond Proceeds exist in excess of the amount necessary to fully provide for the Project, the City may propose to allocate such excess Bond Proceeds to other existing 1989 Open Space Bond Projects by providing a written request to the County of its intention to reallocate such Bond Proceeds. The City must provide documentation of the scope of the project to which Proceeds would be allocated. The City's proposal will be reviewed by the Executive and submitted to the King County Council for determination.

b. Project Abandonment. If the City abandons a Project, the City may reallocate unexpended Bond Proceeds to other existing approved City Projects following the same procedure as set forth in sub-section 6.4(a) above after formal legislative action by the City, which includes a determination and findings that changed conditions or new information developed after approval of the Project prevent completion of the Project or

clearly demonstrate that the existing Project would not longer serve the best interest of the City in fulfilling the intent of this Agreement and the Election Ordinance.

c. Scope Change for Projects. If the City proposes a Scope Change for a Project, the City shall forward its proposal to the County's Resource Lands and Open Space section, or successor, for its review and recommendation. After this review the County's Executive will forward a recommendation to the King County Council. The Council may approve the Scope Change if it determines that the proposed new Scope is consistent with the purpose of the Bonds and the Project.

d. Reallocation to New Projects. If the City proposes to reallocate Bond Proceeds to a new Project, the City shall forward its proposal to the County's Resource Lands and Open Space section, or successor, for its review and recommendation. The King County Council may reallocate Bond Proceeds, following receipt of the Executive's recommendation, if it determines that the proposed new Project is consistent with the purpose of the Bonds and if it determines that these Proceeds are not necessary for one or more other Projects within the same Project Category.

Article VII. REPORTING REQUIREMENTS.

Section 7.1 Reporting Schedule. During implementation of the Projects, the City shall provide the County semi-annual written reports describing Project implementation status. Such reports shall cover six-month periods of April 1 through September 30 and October 1 through March 31. The Report shall be submitted no later than the twentieth working day following the end of the reporting period. Al such reports shall be submitted to the County's Resource Land and Open Space section, or its successors.

Section 7.2 Report Information. The semi-annual report shall contain the following information: (a) an accounting of all expenditures and encumbrances made in support of the project, including a separate accounting for administrative costs charged to the Project; (b) a work plan for the project indicating milestones anticipated for completion of the project; (c) the progress the City made in accomplishing milestones for the time period covered and any changes made to the work plan; (d) other relevant information requested by the County for the purpose of determining compliance with this Agreement.

Article VIII. RESPONSIBILITIES OF COUNTY.

Section 8.1 Issuance of Bonds. Subject to the terms of this Agreement, the Election Ordinance and the Bond Ordinance adopted by the King County Council, the County issued Bonds for the purposes set forth herein and in the Election Ordinance in a principal amount of $117,640,000. Of that amount, the principal amount of Bond Proceeds allocated to City of Seattle Projects is $41,732,826, for Suburban Jurisdiction Projects $34,957,920 and for King County $40,774,254.

Section 8.2 Distribution of Bond Proceeds-Agreement. Distribution to the City of any Bond Proceeds is specifically conditioned upon execution by the City and the County of this Agreement.

Section 8.3 Future Support. The City may request additional funds for additional Projects as set forth in this Agreement; however, the County has no obligation to provide funds to the City in excess of the amount shown in Attachment A, nor to provide funds to the City in support of Projects not specified in Attachment A. The

County assumes no obligation for the future support of the Projects described herein, or any other projects except as expressly set forth in this Agreement.

Article IX. GENERAL PROVISIONS

Section 9.1. Hold Harmless and Indemnification.

(a) The County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of the City, its employees, contractors or others by reason of this agreement. The City shall protect, indemnify and save harmless the County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) the City's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to the City of work, services, materials or supplies by City employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.

(b) The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligent or intentional acts or failure for any reason to comply with the terms of this Agreement by the City, its officers, employees, agents or representatives.

(c) The City shall protect, defend, indemnify and save harmless the County from any and all costs, claims, judgments or awards of damages, including attorneys' fees, arising out of or in any way resulting from the Projects, including but not limited to the negligent acts or omissions of the City, its officers, employees or agents. For purposes of this Agreement only, and by mutual negotiations, the City agrees to waive the immunity granted for industrial insurance claims pursuant to Washington statute chapter 52 to the extent necessary to extend its obligation under this subparagraph

to any claim, demand, or cause of action brought by or on behalf of any employees, including judgments, awards and costs arising therefrom including attorneys' fees.

Section 9.2. Amendment. The parties reserve the right to amend or modify this Agreement. Such amendments or modifications must be by written instrument, signed by the parties and approved by the respective City and County Councils.

Section 9.3. Contract Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach, be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Agreement. No waiver shall be effective unless made in writing.

Section 9.4. Interpretation. This Agreement shall be interpreted according to an enforced under the laws of the state of Washington. The section and subsection captions of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision in this Agreement.

Section 9.5. Separability. Each provision of this Agreement is separable from all other provisions. In the event any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect.

Section 9.6. Entirety. This Agreement is a complete expression of the terms hereto and any written or oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the Bonds, Bond Proceeds or Projects and

constitutes the entire Agreement between the parties. The parties recognize time is of the essence in the performance of the provision of this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces set forth below.

KING COUNTY

_____
KING COUNTY EXECUTIVE

DATE: _____

ACTING UNDER AUTHORITY
OF MOTION NUMBER _____

Approved as to form:

NORM MALENG
King County Prosecuting
Attorney:

_____

CITY OF SHORELINE

_____

DATE:_____

By: _____
Its: _____
Date: _____

Approved as to form:

_____

Attest:

_____
City Clerk

ATTACHMENT A

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SHORELINE
1989 OPEN SPACE BOND PROJECT SCOPE AND ALLOCATIONS

PROJECT NAME	AMOUNT
Interurban North Trail	$129,533

PROJECT DESCRIPTION

This project is an acquisition project and is included in the 1989 Open Space Bond program because the project is a trail corridor that serves an urban area of the County. The Interurban North Trail is a potential link from Snohomish County to the City of Seattle along the historic Interurban commuter railroad that extended from Bellingham to Seattle.

The proposed acquisition is for an exclusive-use easement of three miles by 80 foot wide right-of-way (29 acres) which begins at the Snohomish County boundary in the Shoreline Community and extends south and parallels to SR-99, to the Seattle city limits near Bitter Lake. The intended use is for future development of a 10-foot wide paved bicycle/pedestrian non-motorized trail.

Attachment C.

AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SHORELINE
RELATING TO THE INTERURBAN TRAIL

This amendment transfers lead responsibility for developing the Shoreline Interurban Trail from King County to the City of Shoreline as set forth in the Interlocal Agreement authorized by King County Ordinance No. 12571, entered into by both parties for the purpose of providing park and recreation services to the City. All changes to the existing agreement are contained in this amendment; elements of the original agreement which are not addressed in this amendment remain as stated in that document.

WHEREAS, King County and Shoreline entered into an interlocal agreement on June 6, 1997 which is attached to this amendment as Exhibit A and is incorporated by reference herein, and

WHEREAS, the present interlocal agreement shall remain in effect except as identified in this amendment to the original interlocal agreement, and

WHEREAS, the City has requested lead responsibility in developing the Shoreline Interurban Trail, and

WHEREAS, the parties have authority to enter into and to amend agreements under RCW 39.34, the Interlocal Cooperation Act;

NOW, THEREFORE, the parties mutually agree to the following amendment to the interlocal agreement;

3.4 The Shoreline Interurban Trail shall remain a regional trail to be developed, maintained and operated by the City of Shoreline. The City accepts lead responsibility for developing that portion of the Interurban Trail, located on property owned by Seattle City Light and dedicated for trail use, which traverses its corporate limits. King County agrees to support City applications for funding from Federal, State and regional sources to develop and maintain the trail.

This amended agreement shall become effective upon the signature of both parties and authorization of both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

KING COUNTY:	CITY OF SHORELINE:
King County Executive	City Manager
Date:	Date:

No. 240
Date 5/29/97
R.A. Reed
Rev. 114, 120, 13

10793

EXHIBIT A

Interlocal Agreement Between King County and the City of Shoreline

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 Shoreline, hereinafter called "City", and King County, hereinafter called "County".

WHEREAS the City of Shoreline incorporated on August 31, 1995, in an area of previously unincorporated King County known as Shoreline; 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 of Title/Existing Agreements, Contracts or Permits.

1.1. Upon execution by the parties of this agreement, on or about October 1, 1996, King County shall convey to the City by deeds all of its ownership interest, and when possible by assignment any leasehold interest or shared use responsibility, in the following listed park, open space and recreation sites (all as described more fully in Exhibits A & B, by this reference made a part hereof):

Cromwell Park	Darnell Park
Echo Lake	Hamlin Park
Hillwood Park	Innis Arden Reserve
James Keough	Meridian Park
North City Park	Northcrest Park
Paramount Park	Paramount Open Space
Paramount School Prop	Richmond Beach Park
Richmond Beach Ctr. Park	Richmond Reserve
Richmond Highlands	Ronald Bog Park
Ridgecrest Park	Shoreline Park
Twin Pond	Shoreview Park

King County has shared use agreements with the Shoreline School District, Shoreline Community College, and the King County Library System on the following park

properties located in the City of Shoreline:

Shoreline School District:
Hamlin Park
Hillwood Park
Paramount School Property
Shoreline Park

King County Library System:
Richmond Beach Center Park

Shoreline Community College:
Shoreview Park

This list may not include all existing shared use agreements on park properties located in the City.

1.2. If the surrounding area is annexed by the City of Shoreline, then King County shall convey to the City all of its ownership interest in the following park, open space and recreation sites, as more fully described in Exhibits A & B:

Ballinger Park Open Space
Brugger's Bog Park

1.3. All deeds to said property and property improvements ("the facilities") shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants if applicable, and the following specific covenants pertaining to use:

> "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 to fund recreation programs, and such different fees provide for equitable contributions to be made by City and non-City residents."

1.4. King County artwork currently located at any park will remain on site but will not be transferred at the same time as the property described in section 1.1, above. The City and the County hereby agree to negotiate a long term agreement for the artwork located in parks which protects the artwork, respects the legal rights of the artist(s) and assures continuity of care for and continued public access to these assets. Prior to the execution of such agreement, the City also hereby agrees to consult with the County prior to undertaking any activity which may impact the access to or integrity or viability of the artwork located at said parks.

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

2.1. Upon conveyance, the City agrees to accept the facilities and properties listed in Section 1.1 above in as is condition, and to assume full and complete responsibility for operations,

maintenance, repairs and improvements of said facilities and properties listed in section 1.1 above.

2.2. King County agrees to complete all repairs listed in Exhibit C by no later than December 31, 1997.

2.3. King County agrees to provide the City with a one time payment of $170,000 (one hundred seventy thousand dollars) to be used for capital improvement projects at Richmond Beach Park for the purposes of 1) improvements to the upper trail at Richmond Beach Park provided; however, that these funds may not be used to compromise or restrict public access to the trail or to the publicly owned portions of the bluff; 2) controlling erosion on the beach; and 3) constructing stairs to the trail from the upper shelter pavilion to the view point at the main entrance. The County will pay the City this sum not later than March 31, 1997. The City of Shoreline shall conduct a public process to consider mitigation measures for property owners adjacent to the upper trail.

3. Interim Cost Sharing for Operation and Maintenance and Other Funding Commitments

3.1. For the period of January 1, 1996 through December 31, 1997 the County hereby agrees to share in the cost of parks maintenance, operations, repairs and recreation programming and to convey to the City the amounts listed below, on or before the dates listed below, to be used for the operations and maintenance of the sites listed in section 1.1 above, as more fully described in Exhibit D hereto, by this reference made a part hereof:

For 1996, the County shall pay the City a total of $587,820, due by the December 31, 1996. For 1997, the County shall pay the City $293,910, due by the 15th day following the first day of each quarter, being January 15, April 15, July 15 and October 15.

3.2. Upon the conveyance of Ballinger Park and Brugger's Bog, as described in Section 1.2, the County will provide proportionate cost sharing for these facilities in the same manner as for other facilities. If transferred mid-year, the annual amount will be adjusted appropriately. The total annual amount for said facilities is fixed at the amounts listed below:

Ballinger Park	$505
Brugger's Bog	$7,122

3.3. Upon execution of a separate joint cooperative agreement as to terms and conditions, the County agrees to a one time transfer of $137,500 to the City to be used exclusively for capital improvement projects at Shoreview Park, all as further described in King County CIP number 316492, and to transfer the remainder of the capital funds in said CIP to the City. In the event the City is prohibited from completion of the project at Shoreview Park, said funds may be used to complete the project and construct a similar facility at another park site within the City of Shoreline. Such use may include design, project management, project administration and construction purposes. The City agrees to refund in full any King County funds transferred for capital improvement purposes and used for

purposes not authorized by this section, plus interest at the legal rate established for judgments, all as further described in the separate agreement.

3.4. The Shoreline Interurban Trail shall remain a regional trail to be owned and operated by King County. The City of Shoreline and King County agree to pursue partnership opportunities to develop and maintain the trail, and to support applications both with the City and separately, for funding from Federal, State and regional sources.

4. Shoreline Pool

4.1. On or about January 1, 1997, King County shall convey to the City by deed full interest in the following listed park and recreation property improvements:

The Shoreline Pool , located at 19030 1st Avenue NE, as more fully described in Attachments A and B to this document.

4.2. The deed to said park and recreation property improvements shall contain all those reservations of record known to the County, shall incorporate Forward Thrust Bond covenants and the specific covenants pertaining to use and assessments of fees as listed in Section 1.2 above.

4.3. For the purpose of assistance with the transition for the Shoreline Pool only, the County will provide a contribution of $140,900 per year for four years, for the period from January 1, 1997 through December 31, 2000.

4.4. This amount is based on the County's actual subsidy cost for this pool in 1995, as more fully described in Exhibit E. The City will invoice the County by April lst and October lst for half of the total annual amount and the County will convey to the City said amounts within 60 days of receipt of invoice.

4.5. Upon conveyance, the City will thereafter be fully responsible for all costs associated with the operation of the Shoreline Pool. The City agrees to accept the Shoreline Pool in as is condition, and to assume full and complete responsibility for operations, maintenance repair and improvements of the facility listed in Section 4.1 above.

4.6. The County agrees, in addition to the above listed amounts, to provide up to and no greater than $150,000 for capital facility repairs and replacement for the facility for the period of from January 1, 1997 through December 31, 2000. Such funds will be available only for repairs or replacement of major deficiencies in the facility due to normal wear and tear, such as deficiencies in the mechanical, electrical, plumbing or boiler systems, roof, pool cracking or leaking and pool heating and filter systems, and will not be available for repairs due to acts of God or negligence on the part of the City or the public.

5. Duration. This Agreement shall be effective upon signature and authorization by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

6. Indemnification.

6.1. 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 of or arising out of any action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement and those claims that occurred prior to the effective date of transfer of title of this property to the City. 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.

6.2. 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 of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this agreement and from claims that occurred after the effective date of transfer of title of this property to the City. 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.

6.3. The parties acknowledge that there is a pending lawsuit entitled Friends of Forward Thrust et al. v. King County et al., Court of Appeals case number 36596-7-I, which arises out of the decision by the County, prior to the City's incorporation, to lease a portion of Richmond Beach Center Park to the King County Rural Library District, to construct and operate a library. Notwithstanding the transfer of said park to the City, pursuant to this agreement, the City assumes no responsibility for acts or omissions of the County which occurred prior to the date of the park transfer, with regard to the subject matter of this suit or related SEPA litigation. The County will continue to be responsible for defense and any costs, including attorney's fees, of said suit and any administrative or judicial appeal of the issuance by the County of a Declaration of Non-significance, with regard to the same library project.

7. 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.

8. 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.

9. 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.

10. Default.

10.1. 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.

10.2. 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.

10.3. 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.

11. 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.

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12. Administration of Agreement.

12.1. 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.

12.2. Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the City Manager and the County Director of the Parks and Cultural Resources Department, who shall resolve the conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County	City of Shoreline
for King County Executive	City Manager
6-6-97	5/29/97
Date	Date
Approved as to Form:	Approved as to Form:
King County Deputy Prosecuting Attorney	City Attorney
6-2-97	5/28/97
Date	Date

OBSP May 9, 1997

Exhibit "A" - King County Parks in the City of Shoreline

Ballinger Park	200th & 22nd NE	open space
Brugger's Bog	25th NE & NE 197th	play area
Cromwell Park	N 179th & Meridian Ave.	play area
Darnell Park	S of N 165 & W of Stone Ave.	swale
Echo Lake	N 200th & Ashworth N	picnic tables, restrooms
Hamlin Park	160th & 15th NE	maintenance facility, 2 restrooms, 1 play area, 1 picnic shelter, 1 lit 90' baseball diamond, 4 lit 60-65' baseball/softball fields, 1 lit soccer/football field, 2 lit practice soccer/football fields
Hillwood Park	3rd Ave. NW & NW 191st	90' softball/baseball field, 1 football/ soccer field, play area; 2 tennis courts; picnic tables
Innis Arden	15th Ave. N & 177th NW	open space
James Keough	N 167th & Corliss Ave. N	tennis courts; 1 multi-purpose court; picnic tables; play area
Meridian Park	170th & Wallingford Ave.	tennis courts
North City Park	10th NE & NE 194th	small neighborhood park
Northcrest Park	N 165th & 8th Ave. NE	play area
Paramount	10th Ave. NE & NE 148th	small neighborhood park
Paramount School	NE 155th	football/soccer field
Paramount [OS]	N 148th & 11th NE	open space
Richmond Ctr Park	Richmond Beach Rd @ 21st NW	tennis courts; picnic tables; play area
Richmond Beach Park	NW 190th	concession; picnic tables; 2 picnic shelters; 8 BBQs; play area, restrooms
Richmond Highlands	Fremont Ave. N	football/soccer field; play area; large building; recreation office, restrooms
Richmond Reserve	NW 191st Pl. & 22nd NW	small wooded lot
Ridgecrest Park	1st Ave. NE & NE 161st	multi-purpose court; handball court
Ronald Bog	Meridian Ave. N & N 175th	artwork
Shoreline Park	1st Ave. NE & NE 192nd St.	lighted all weather soccer field; 4 tennis courts, play area, restrooms
Shoreline Pool	1st Ave. NE & NE 192nd St.	swimming pool facility
Shoreview Park	Innis Arden Way @ NW 165	baseball/softball fields; 90' baseball/ softball field; soccer field; 6 tennis courts; play area; recreation office
Twin Ponds	1st Ave. NE & N 155th	soccer field; tennis court; multi-purpose court; picnic tables; play area; fishing platform, restrooms

10793

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

BRUGGERS BOG PARK

That portion of the NE 1/4 of the SE 1/4 of the NW 1/4 of Section 4, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point North 1°05' West 671.54 feet from an iron pipe monument at the center of Section 4, Township 26 north, Range 4 East, W.M. and on the center section line; thence North 83°16' West 662.07 feet, more or less, to the West line of the NE 1/4 of the SE 1/4 of the NW 1/4 of said Section 4; thence North 1°05' West 336.19 feet; thence South 83°16' East 663.00 feet, more or less to the center line of said Section 4; thence South 1°05' East 335.77 feet to the point of beginning; EXCEPT that portion thereof conveyed to King County for road purposes by deed recorded under Auditor's File No.2680857; and EXCEPT the North 100 feet in width of the East 200 feet in width of the above described property.

SUBJECT TO: An easement for construction, operation and maintenance of an electric transmission system and incidental purposes recorded under Auditor's File Nos. 1777238 and 1777239; Right to make necessary slopes for cuts or fills upon said premises as granted by deed recorded under Auditor's File No. 2893120; Rights acquired by the City of Seattle under decree entered in King County Superior Court Cause No. 419988 to install steel instead of wood towers on the existing 150 feet easement for electric transmission line; Those restrictions contained in that certain Restrictive Easement between King County and the United States Government as represented by the Secretary of Housing and Urban Development dated June 21, 1972, as recorded under Recording No. 7206220433.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

CC-7

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

BALLINGER WAY PARK

PARCEL 1

The South 1/2 of the North 1/2 of the SE 1/4 of the NE 1/4 of the NW 1/4 of Section 4, Township 26 North, Range 4 East W.M., lying Westerly of the West line of Alder Crest, as per plat recorded in Volume 52 of Plats, Page 52, records of King County.

PARCEL 2

That portion of the East 1/2 of the NW 1/4 of Section 4, Township 26 North, Range 4 East W.M., described as follows: Beginning at the North 1/4 corner of said Section 4; thence South 01°53'15" East 669.98 feet; thence West 30 feet to the true point of beginning of this description; thence West 629.64 feet; thence South 336.05 feet; thence East 628.44 feet; thence North 01°53'15" West 334.99 feet to the true point of beginning; EXCEPT the South 1/2 thereof; and EXCEPT that portion lying East of the West line of the plat of Alder Crest, as per plat recorded in Volume 52 of Plats, page 52, records of King County, Washington.

PARCEL 3

That portion of the South 1/2 of the SE 1/4 of the NE 1/4 of the NW 1/4 of Section 4, Township 26 North, Range 4 East, W.M., lying West of Block 3 of Alder Crest, as per plat recorded in Volume 52 of Plats, page 52, records of King County; EXCEPT the South 30 feet thereof conveyed to King County by deed recorded under Recording No. 2878729 for road.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

10793

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

CROMWELL PARK

PARCEL 1

A tract of land lying in the Northwest 1/4 of the SW 1/4 of the NW 1/4 of Section 8, Township 26 North, Range 4 East, W.M., in King County, Washington, more particularly described as follows: Beginning at the intersection of centerlines of Meridian Ave. N. and N. 179th St.; thence S.88-09-53 E. along said centerline of N. 179th St. a distance of 200.11 feet to the True Point of Beginning; thence N.0-11-06 E. a distance of 330.42 feet to the South margin of N. 180th St.; thence S.88-12-44 E. a distance of 300.11 feet along said South margin; thence S.0-11-06 W. a distance of 330.12 feet to the centerline of N. 179th St.; thence N.88-09-53 W. a distance of 300.11 feet to the Point of Beginning; EXCEPT the Southerly 30.00 feet in width thereof conveyed to King County for No. 179th St. by deed recorded under Auditor's File No. 3014677. (Also known as Lots 3, 4 & 5, Hills Country Home Tracts, unrecorded.)

SUBJECT TO: Right to make necessary slopes for cuts or fills upon said premises in conformity with standard plans and specifications for highway purposes, and to the same extent as if the rights granted had been acquired by condemnation proceedings under statute of the State of Washington, as granted to King County by deed recorded under Auditor's File No. 3014677.

PARCEL 2

Lots 3 and 4, Echo Lake Garden Tracts Division No. 4, according to plat recorded in Volume 12, page 19, records of King County, Washington, EXCEPT the North 286 feet of the West 428 feet of said Lot 3; AND EXCEPT the East 20 feet for Corliss Ave. N.

SUBJECT to restrictions, reservations and easements of record.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

107934 **SPECIAL WARRANTY DEED** COPY

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

DARNELL PARK

That portion of Lot 38, Block 4, Balch's Parkwood Addition, according to the plat recorded in Volume 45 of Plats, page 65, in King County, Washington, described as follows: Beginning at the Northwest corner of said Lot 38; thence South 01-16-30 West 100.00 feet to point of beginning; thence South 89-06-30 East 264.00 feet parallel to the North line of Lot 38; thence Southerly parallel to the West line of said plat 10.00 feet to a point on the South line of the North 110 feet of said Lot 38; thence Southeasterly to the most Northerly corner of Lot 32 of said plat; thence South 71 West 292.05 feet to the Southwesterly corner of Lot 38 of said plat; thence North 01-16-30 East along the West line of Lot 38 to point of beginning.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

SPECIAL WARRANTY DEED

COPY

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

ECHO LAKE PARK

The East half of Lot 29 and all of Lot 30, Echo Lake Park, according to the Plat recorded in Volume 23 of Plats, page 8, in King County, Washington, TOGETHER WITH that portion of vacated Lake Avenue adjoining, which upon vacation, attached to said premises by operation of law. EXCEPT the North 120 feet of Lot 30 thereof.

SUBJECT TO: An easement affecting a portion of said premises for sewer with necessary appurtenances, recorded under Auditor's File No. 5152882; 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; A portion of said premises is covered by Echo Lake. The title to the portion of the land lying within said lake is therefore subject to the rights of riparian proprietors of said lake to use the waters thereof for the purposes of boating, swimming, fishing, and other similar rights.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

107934 **SPECIAL WARRANTY DEED** COPY

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

HAMLIN PARK

PARCEL 1

The East 1/4 of the NW 1/4 of the NW 1/4 of Section 16, Township 26 North, Range 4 East, W.M.

PARCEL 2

The West 1/2 of the NE 1/4 of the NW 1/4 of Section 16, Township 26 North, Range 4 East, W.M.

PARCEL 3

That portion of the SE 1/4 of the NW 1/4 of Section 16, Township 26 North, Range 4 East, W.M., described as follows: Beginning at the concrete monument set for the center of said Section 16; thence North 0-35-03 East, along the North-South center line of said section, 772.23 feet to a point thereon which is South 0-35-03 West 553.42 feet from the Northeast corner of said SE 1/4 of the NW 1/4 of Section 16; and the true point of beginning; thence North 87-51-27 West 984.38 feet; thence North 20-08-23 East 276.31 feet; thence North 11-46-33 East 294.29 feet to a point on the North line of the SE 1/4 of the NW 1/4 of Section 16; thence South 87-52-40 East 834.73 feet to the Northeast corner of said SE 1/4 of the NW 1/4; thence South 0-35-03 West 553.42 feet to the true point of beginning; subject, however, to an easement for right of way for county road granted to King County, Washington, on November 18, 1920, under Application No. 738 filed in the office of the Commissioner of Public Lands for the State of Washington at Olympia.

SUBJECT TO: Utility Easement granted to Shoreline Water District for a water service line as recorded under Auditor's File No. 9503170395.

PARCEL 4

The West 3/4 of the NW 1/4 of the NW 1/4 of Section 16, Township 26 North, Range 4 East, W.M.

SUBJECT TO: Permanent Easement to the City of Seattle for sewer purposes over, through, across and upon a portion of the following described property: The West 3/4 of the NW 1/4 of the NW 1/4 of Section 16, Township 26 North, Range 4 East, W.M., more particularly described as follows: A strip of land 10 feet in width, the centerline of which is described as follows: Beginning at the Northeast corner of said property, thence southerly along the easterly margin of property 320.92 feet to the true point of beginning, thence South 12-39-04 West 53.74 feet; thence South 15-47-26 East 42 feet more or less to the Easterly margin of said property. Also a strip of land 10 feet in width, the centerline of which is described as follows: Beginning at the northeast corner of said property,

East 42 feet more or less to the Easterly margin of said property. Also a strip of land 10 feet in width, the centerline of which is described as follows: Beginning at the northeast corner of said property, thence Southerly along the Easterly margin of said property 565.67 feet to the true point of beginning, thence South 32-05-34 West 318.38 feet; thence South 29-11-11 East 341 feet, more or less, to the Easterly margin of said property; Reversion Clause as follows: (a) the said real estate be used by the Grantee, King County, for park purposes only and that if the same not be so used, it shall revert to the Grantor, The City of Seattle, without suit or hindrance; and (b) in the event that any portion of the property conveyed shall come within the jurisdiction of the City through annexation, King County shall upon request of the City reconvey the portion annexed to the City without payment of consideration.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

Dated this_____day of_____, 19_____.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State
of Washington, residing at_____
My appointment expires_____

COPY

10793 SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

HILLWOOD PARK

PARCEL 1
The South 17 feet of the NW 1/4 of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 1, Township 26 North, Range 3 East, W.M.

PARCEL 2
The East 2 acres of the South 1/2 of the SW 1/4 of the NW 1/4 of the SE 1/4 of Section 1, Township 26 North, Range 3 East, W.M., EXCEPT COUNTY ROAD.

PARCEL 3
The North 1/2 of the NW 1/4 of the Southeast 1/4 of the NW 1/4 of the SE 1/4 of Section 1, Township 26 North, Range 3 East, W.M.; EXCEPT the East 50 feet thereof.

PARCEL 4
The South 1/2 of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 1, Township 26 North, Range 3 East, W.M., EXCEPT the South 17.00 feet, and EXCEPT the South 30.00 feet of the West 60.00 feet of said South 1/2 of the SE 1/4 of the NW 1/4 of the SE 1/4, and EXCEPT the North 216.6 feet of the East 219.5 feet of said South 1/2 of the SE 1/4 of the NW 1/4 of the SE 1/4, and EXCEPT the East 30.00 feet for 3rd Avenue N.W. conveyed to King County by Deeds recorded under Auditor's File Nos. 1635548 and 5120568, records of King County.

SUBJECT TO: Right to make necessary slopes for cuts or fills upon the property herein described as granted be Deed recorded under Auditor's File No. 5120568.

PARCEL 5
That portion of the North 1/2 of the SW 1/4 of the NW 1/4 of the SE 1/4 of Section 1, Township 26 North, Range 3 East, W.M., which lies easterly of the Northerly production of the Westerly line of the East 2 acres of the South 1/2 of the SW 1/4 of the NW 1/4 of the SE 1/4 of said Section.

PARCEL 6
The South 1/2 of the NW 1/4 of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 1, Township 26 North, Range 3 East, W.M., EXCEPT the South 17 feet thereof reserved for road; TOGETHER WITH an easement and the right to install and maintain water and pipe lines or any other utility service generally used in streets over the East 200 feet of the South 23 feet of the NE 1/4 of the SE 1/4 of the NW 1/4 of the SE 1/4 of said Section 1; EXCEPT the East 16.5 feet thereof and the south 17 feet thereof; TOGETHER WITH an easement for ingress and egress over the South 17 feet of the South 1/2 of the North 1/2 of the SE 1/4 of the NW 1/4 of the SE 1/4 of said Section 1; EXCEPT the East 16.5 feet thereof.

SUBJECT TO: Easement granted to Puget Sound Power & Light Company by instrument recorded under Auditor's File No. 4078742.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

Dated this_____day of_____, 19_____.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State of Washington, residing at_____
My appointment expires_____

10793

COP

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

INNIS ARDEN

Reserve "M" in Innis Arden Number 3, according to the plat thereof recorded in Volume 46 of Plats, pages 42,43,44 and 45, in King County, Washington.

SUBJECT TO: Drainage Easement as delineated and/or dedicated on the face of the plat of Innis Arden Number 3; a strip of land 10 feet in width over the northerly portion of said premises; Easement granted to Ronald Sewer District for sanitary sewers with necessary appurtenances as recorded under Auditor's File No. 7102160580; Restrictions contained in said plat as follows: No lot or portion of a lot in this plat, excepting those lots which are hereinafter restricted to Business Use, 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 required for the use district stated on the plat, namely, 6,000 square feet and 60 feet wide for Residence Use, according to King County Resolution No. 6494, as now in force or as amended hereafter. All lots in this plat are restricted to R-1 Residence District Use; Restrictions and easements contained in Declaration of Protective Restrictions and Easements recorded under Auditor's File No. 3897377 with an amendment and/or modification filed under Auditor's File No. 8206170647; Use restrictions and other obligations described in King County Ordinances 10750 and 11068 (authorizing the 1993 Regional Conservation Futures Acquisition Program), copies of which are available upon request at the Office of the Clerk of the King County Council, and in Mitigation Conditions: West Point and Alki, items 10.A and 10.B, with respect to the plan level permits for the West Point and Alki projects, as adopted by the Seattle City Council on July 11, 1988.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

JAMES KEOUGH PARK

All of Tract 14, Murphy's Interurban Acres, according to the plat thereof recorded in Volume 17 of Plats, page 83, records of King County; ALSO that portion of Tract 13 in said plat lying Easterly of a line drawn from a point on the South line of said Tract 38.2 feet West of the Southeast corner thereof, Northerly to a point on the North line of said tract 49.0 feet West of the Northeast corner thereof; ALSO, those portions of Tracts 15, 16 and 17 in said plat lying westerly of a line drawn parallel with and 130 feet southwesterly, when measured radially, from the baseline (centerline median) of State Highway Route 5.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

Dated this_____day of_____, 19_____.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State of Washington, residing at_____
My appointment expires_____

10793 COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

MERIDIAN PARK

PARCEL 1

Tract 49, Maywood Acre Tracts, according to the plat recorded in Volume 18 of Plats, page 48, in King County, Washington; EXCEPT the West 65 feet thereof; and EXCEPT the South 1/2 thereof.

PARCEL 2

The East 150 feet of Tract 44, Maywood Acre Tracts, according to the plat recorded in Volume 18 of Plats, page 48 in King County, Washington.

PARCEL 3

The East 1/2 of Tract 52, Maywood Acre Tracts, according to the plat recorded in Volume 18 of Plats, page 48, in King County, Washington; EXCEPT the North 60 feet thereof; and EXCEPT the East 120 feet thereof.

PARCEL 4

The North 70 feet of Tract 50; the West half of Tract 52, EXCEPT the North 60 feet thereof; Tract 45, EXCEPT the West 150 feet thereof; and Tract 46, EXCEPT the West 123.88 feet of the South 110.63 feet thereof, all in Maywood Acre Tracts, according to the Plat recorded in Volume 18 of Plats, page 48, in King County, Washington.

SUBJECT TO: An easement for side sewer affecting a portion of said premises, recorded under Auditor's File No. 5054637.

PARCEL 5

The West 130 feet of the North 60 feet of Tract 52, Maywood Acre Tracts, according to the plat recorded in Volume 18 of Plats, page 48, in King County, Washington.

SUBJECT TO: Agreement executed by and between King County, Washington and the United States of America, recorded April 22, 1970 under Auditor's File No. 6642875 and 5061637, records of King County, Washington, entitled "Contract for Grant to Acquire and/or Develop Land for Open-Space Purposes Under Title VII of the Housing Act of 1961 as Amended" to the records of which reference is hereby made. As amended by first amendatory contract filed January 20, 1972, under Vault File No. 7201205022.

PARCEL 6

Tract 53, Maywood Acre Tracts, according to the plat recorded in Volume 18 of Plats, page 48, in King County, Washington, EXCEPT the East 115 feet thereof.

SUBJECT TO: Easement affecting the North 12 feet of said premises and for road and incidental purposes, recorded under Auditor's File No. 3472404; Agreement executed by and between King County, Washington and the United States of America, recorded April 22, 1970 under Auditor's File No. 6642875 and 5061637, records of King

County, Washington, entitled "Contract for Grant to Acquire and/or Develop Land for Open-Space Purposes Under Title VII of the Housing Act of 1961 as Amended" to the records of which reference is hereby made. As amended by first amendatory contract filed January 20, 1972, under Vault File No. 7201205022.

PARCEL 7

The West 176 feet of Tract 54, Maywood Acre Tracts, according to the plat recorded in Volume 18 of Plats, page 48, in King County, Washington; TOGETHER WITH easement for ingress, egress over the North 12 feet of Tract 53 of said Maywood Acre Tracts.

SUBJECT TO: Agreement executed by and between King County and the United States of America, Department of Housing and Urban Development, recorded January 20, 1972, under Auditor's File No. 7201205022, affecting said premises and other property, to the record of which reference is hereby made for full particulars.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

Dated this_____day of_____, 19_____.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State of Washington, residing at_____
My appointment expires_____

10793

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

NORTH CITY PARK

That portion of the South 462 feet of the North 2/3 of the East 1/2 of the NW 1/4 of the SE 1/4 of Section 5, Township 26 North, Range 4 East, W.M., in King County, Washington, more particularly described as follows: Beginning at the N.E. corner of said South 462 feet; thence South 0°42'45" West along the East line thereof 380 feet; thence North 87°33'28" West 295.01 feet; thence North 0°42'45" East 175 feet; thence North 87°33'28" West 338 feet, more or less, to the Easterly line of Primary State Highway No. 1 "SR 5" Seattle Freeway; thence Northeasterly along said right of way line 210 feet, more or less, to an intersection with the North line of said South 462 feet of the North 2/3 of the East 1/2 of the NW 1/4 of the SE 1/4 of said Section 5; thence South 87°33'28" East along the North line of said South 462 feet for a distance of 581.34 feet, more or less, to the point of beginning; EXCEPT that portion thereof lying within 10th N.E.

SUBJECT TO: Reservations, restrictions and easements of record.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

NORTHCREST PARK

PARCEL 1

That portion of the East 145 feet of the North 1/2 of Lot 5, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southeast corner of the North 1/2 of Lot 5; thence West along the South line of the North 1/2 of said Lot 5 for 145.09 feet; thence North 63.35 feet to a point on the North line of said Lot 5, 145.09 feet West of the Northeast corner thereof; thence East along the North line thereof to the Northeast corner; thence South along the East line of said Lot 5 to the point of beginning.

PARCEL 2

That portion of the North 1/2 of Lot 4, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southeast corner of the North 1/2 of Lot 4; thence West along the South line of the North 1/2 of said Lot 4 for 147.64 feet; thence North 63.35 feet to a point on the North line of said Lot 4, 147.50 feet West of the Northeast corner thereof; thence East along the North line thereof to the Northeast corner; thence South along the East line of said Lot 4 to the point of beginning.

PARCEL 3

That portion of the South 1/2 of Lot 6, Block 10, Northend Country Estates according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southeast corner of Lot 6; thence West along the South line of said Lot 6 for 147.54 feet; thence North 63.35 feet to a point on the North line of the South 1/2 of said Lot 6, 147.47 feet West of the Northeast corner thereof; thence East along the North line thereof to the Northeast corner; thence South along the East line of said Lot 6 to the point of beginning.

PARCEL 4

That portion of the East 1/2 of the North 1/2 of Lot 5, Block 10, Northend Country Estates, according to plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southeast corner of the North 1/2 of Lot 6; thence West along the South line of the North 1/2 of said Lot 6 for 147.47 feet; thence North 63.35 feet to a point on the North line of said Lot 6, 147.40 feet West of the Northeast corner thereof; thence East along the North line thereof to the Northeast corner; thence South along the East line of said Lot 6 to the point of beginning.

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PARCEL 5

That portion of the East 1/2 of the South 1/2 of Lot 7, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southeast corner of Lot 7; thence West along the South line of said Lot 7 for 147.40 feet; thence North 63.35 feet to a point on the North line of the South 1/2 of said Lot 7, 147.34 feet West of the Northeast corner thereof; thence East along the North line thereof to the Northeast corner; thence South along the East line of said Lot 7 to the point of beginning.

PARCEL 6

That portion of the North 1/2 of Lot 7, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southeast corner of the North 1/2 of Lot 7; thence West along the South line of the North 1/2 of said Lot 7 for 129.16 feet; thence North 63.35 feet to a point on the North line of said Lot 7, 129.16 feet West of the Northeast corner thereof; thence East along the North line thereof to the Northeast corner; thence South along the East line of said Lot 7 to the point beginning.

PARCEL 7

That portion of the North 1/2 of Lot 8, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southeast corner of the North 1/2 of Lot 8; thence West along the South line the North 1/2 of said Lot for 129.16 feet; thence North 63.35 feet to a point on the North line of said Lot 8, 129.16 feet West of the Northeast corner thereof; thence East along the North line thereof to the Northeast corner; thence South along the East line of said Lot 8 to the point of beginning.

PARCEL 8

That portion of the South 1/2 of Lot 8, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southeast corner of Lot 8; thence West along the South line of said Lot 8 for 129.16 feet; thence North 63.35 feet to a point on the North line of the South 1/2 of Lot 8, 129.16 feet West of the Northeast corner thereof; thence East along the North line of said South 1/2 of Lot 8 to the Northeast corner; thence South along the East line of said Lot 8 to the point of beginning.

PARCEL 9

That portion of the North 1/2 of Lot 12, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southwest corner of the North 1/2 of Lot 12; thence East along the South line of the North 1/2 of said Lot 12 for 147.42 feet; thence North 63.35 feet to a point on the North line of said Lot 12, 147.42 feet East of the Northwest corner thereof; thence West along the North line thereof to the Northwest corner; thence South along the West line of said Lot 12 to the point of beginning.

PARCEL 10

The South 1/2 of Lot 13, Block 10, Northend Country Estates according to the plat recorded in Volume 27 of Plats, page 37 in King County, Washington: EXCEPT the East 147.34 feet thereof.

SUBJECT TO: Covenants, conditions and restrictions contained in deeds recorded under Auditor's File Nos. 4117640 & 6642875.

PARCEL 11

The South 1/2 of Lot 14, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, Page 37, in King County, Washington; EXCEPT the East 147.48 feet.

SUBJECT TO: Right of the public as dedicated in the plat. Agreement recorded under Auditor's File No. 6642875, records of King County, Washington.

PARCEL 12

The North 1/2 of Lot 15, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, Page 37, in King County, Washington; LESS the East 147.48 feet.

SUBJECT TO: Right of the public as dedicated in the plat. Agreement recorded under Auditor's File No. 6642875, records of King County, Washington; Restrictions contained in deeds conveying certain portions of the plat other than said premises deemed by King County to be part of a general plan affecting all lots in the plat, said restrictions being as follows: It is agreed by the parties hereto, that the said property herein described shall be used only as residential property and that no house shall be erected on the front of said property, to contain less than 700 square feet.

PARCEL 13

The North 1/2 of Lot 16, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, Page 37, in King County, Washington. EXCEPT the East 147.62 feet thereof.

SUBJECT TO: Restrictions contained in Deeds conveying certain portions of the plat other than said premises, deemed to be part of a general plan affecting all lots in the plat, said restrictions being as follows: It is agreed by the parties hereto that the said property herein described shall be used only as residential property, and that no house shall be erected on the front of said property to contain less than 700 square feet; Right of the public as dedicated in the plat.

PARCEL 14

The South 1/2 of Lot 17, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington: LESS the East 147.59 feet.

SUBJECT TO: Easement for side sewer recorded under Auditor's File No. 4870836; Restrictions contained in Deeds conveying certain portions of the plat other than the premises, deemed by King County to be part of a plan affecting all lots in the plat, said restrictions being as follows: It is agreed by the parties hereto, that

the said property herein described shall be used only as residential property and that no house shall be erected on the front of said property, to contain less than 700 square feet; Right of the public as dedicated in the plat; Agreement recorded under Auditor's File No. 6642875, records of King County.

PARCEL 15

The North 1/2 of Lot 18, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington; EXCEPT the East 148.02 feet thereof.

SUBJECT TO: Restrictions contained in Deeds conveying certain portions of the plat other than the premises, deemed by King County to be part of a plan affecting all lots in the plat, said restrictions being as follows: It is agreed by the parties hereto, that the said property herein described shall be used only as residential property and that no house shall be erected on the front of said property, to contain less than 700 square feet; Right of the public as dedicated in the plat.

PARCEL 16

That portion of the North 1/2 of Lot 19, Block 10, Northend Country Estates, according to the Plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southwest corner of the North 1/2 of Lot 19; thence East along the South line of the North 1/2 of said Lot 19 for 148.01 feet; thence North 63.35 feet to a point on the North line of said Lot 19, 147.94 feet East of the Northwest corner thereof; thence West along the North line thereof to the Northwest corner; thence South along the West line of said Lot 19 to the point of beginning.

PARCEL 17

That portion of the South half of Lot 19, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the Southwest corner of Lot 19; thence East along the South line of said Lot 19 for 148.08 feet; thence North 63.35 to a point on the North line of the South half of Lot 19, 148.01 feet East of the Northwest corner thereof; thence West along the North line thereof to the Northwest corner; thence South along the West line of said Lot 19 to the point of beginning.

SUBJECT TO: 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; Restrictions contained in Deeds conveying certain portions of the plat other than the premises, deemed by King County to be part of a plan affecting all lots in the plat, said restrictions being as follows: It is agreed by the parties hereto, that the said property herein described shall be used only as residential property and that no house shall be erected on the front of said property, to contain less than 700 square feet.

PARCEL 18

The West half of the South half of Lot 20, Block 10, Northend Country Estates, according to the plat recorded

in Volume 28 of Plats, page 37, in King County, Washington, EXCEPT the Easterly 128.34 feet thereof.

SUBJECT TO: Agreement recorded under Auditor's File No. 6642875 and Vault File No. 5061637; Right of the public to make necessary slopes for cuts or fills upon said premises as dedicated in the plat.

PARCEL 19

That portion of the North 1/2 of Lot 20, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, described as follows: Beginning at the SW corner of the North 1/2 of Lot 20; thence East along the South line of the North 1/2 of said Lot 20 for 148.14 feet; thence North 63.35 feet to a point on the North line of said Lot 20, 148.08 feet East of the Northwest corner thereof, thence West along the North line thereof to the Northwest corner; thence South along the West line of said Lot 20 to the point of beginning.

SUBJECT TO: Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys, roads, as dedicated in the plat; Restrictions contained in deeds conveying certain portions of the plat other than said premises, deemed to be part of a general plan affecting all lots in the plat, said restrictions being substantially as follows: It is agreed by the parties hereto that the said property herein described shall be used only as residential property and that no house shall be erected on the front of said property to contain less than 700 square feet.

PARCEL 20

The West 150 feet of the North half of Lot 17, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington.

SUBJECT TO: Easement recorded under Auditor's File No. 4870836; Restrictions contained in deeds conveying certain portions of the plat other than said premises, deemed to be part of a general plan affecting all lots in the plat, said restrictions being substantially as follows: It is agreed by the parties hereto that the said property herein described shall be used only as residential property and that no house shall be erected on the front of said property to contain less than 700 square feet. Right of the public as dedicated in the plat.

PARCEL 21

The South half of Lot 15, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, Page 37, in King County, Washington, EXCEPT the East half thereof and EXCEPT the West 30 feet thereof.

SUBJECT TO: Right of the public as dedicated in the plat.

PARCEL 22

The North half of Lot 2, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, Page 37, in King County, Washington.

SUBJECT TO: An easement for electric transmission line and incidental purposes, recorded under Auditor's File No. 1795174; An easement for electric transmission line and incidental purposes, recorded under Auditor's File No. 3824769; Covenants, conditions and restrictions contained in deed recorded under Auditor's File No. 3329561. Right of the public as dedicated in the plat.

PARCEL 23

The North half of Lot 3, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37 in King County, Washington; EXCEPT the West 133 feet thereof.

SUBJECT TO: An easement for electric transmission line and incidental purposes, recorded under Auditor's File No. 1795174; An easement for electric transmission line and incidental purposes, recorded under Auditor's File No. 3787737; Covenants, conditions and restrictions contained in deed recorded under Auditor's File No. 3485522. Right of the public as dedicated in the plat.

PARCEL 24

The East 160 feet of the south half of Lot 4, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington.

SUBJECT TO: An easement for electric transmission line and incidental purposes recorded under Auditor's File No. 1795174; An easement for electric transmission and distribution line and incidental purposes recorded under Auditor's File No. 3792847; Covenants, conditions and restrictions contained in deed recorded under Auditor's File No. 3536737; Right of the public as dedicated in the plat.

PARCEL 25

The East 60 feet of Lot 10, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37 in King County, Washington.

SUBJECT TO: Easement recorded under Auditor's File No. 1795174; Covenants, conditions and restrictions contained in deed recorded under Auditor's File No. 3487879.

PARCEL 26

The East half of the South half of Lot 3, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington.

SUBJECT TO: An easement for transmission line and incidental purposes, recorded under Auditor's File No. 3566298; Covenants, conditions and restrictions contained in deed recorded under Auditor's File No. 3745572; Right of the public as dedicated in the plat.

PARCEL 27

The South half of Lot 18, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37 in King County, Washington, less the East 150 feet thereof.

SUBJECT TO: Easement recorded under Auditor's File No. 4875057; Restrictions contained in deeds conveying

certain portions of the plat other than said premises, deemed to be part of a general plan affecting all lots in the plat, said restrictions being as follows: It is agreed by the parties hereto, that the said property herein described shall be used as residential property, and that no house shall be erected on the front of said property, to contain less than 700 square feet; Right of the public as dedicated in the plat.

PARCEL 28

The East half of the South half of Lot 9, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington.

SUBJECT TO: An easement recorded under Auditor's File No. 3618234; An easement recorded under Auditor's File No. 3566298; An easement recorded under Auditor's File No. 4465598; Agreement recorded under Auditor's File No. 6642875; Restrictions contained in deeds conveying certain portions of the plat other than said premises, deemed to be part of a general plan affecting all lots in the plat, said restrictions being as follows: It is agreed by the parties hereto, that the said property herein described shall be used as residential property, and that no house shall be erected on the front of said property, to contain less than 700 square feet; Right of the public as dedicated in the plat.

PARCEL 29

The North 1/2 of Lot 13, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, King County, Washington; EXCEPT the East 147.21 feet thereof.

SUBJECT TO: An easement recorded under Auditor's File No. 3622956; Covenants, conditions and restrictions contained in deed recorded under Auditor's File No. 3599719; Right of the public as dedicated in the plat; Agreement recorded under Auditor's File No. 6642875.

PARCEL 30

The East half of the South half of Lot 5, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington.

SUBJECT TO: The Right of the public to make necessary slopes for cuts or fills as dedicated in the plat; An easement affecting a portion of said premises for electric transmission line, recorded October 29, 1923, under Auditor's File No. 1795174; An easement affecting the portion of said premises for electric transmission line recorded May 7, 1946, under Auditor's File No. 3566298; Restriction contained in deeds conveying certain portions of the plat other than said premises, deemed to be part of a general plan affecting all lots in the plat, said restrictions being as follows: It is agreed by the parties hereto, that the said property herein described shall be used as residential property, and that no house shall be erected on the front of said property, to contain less than 700 square feet.

10793

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

PARAMOUNT PARK

PARCEL 1

Lots 12, 13, and 14, Block 17, Paramount Park Division No. 2, according to the plat recorded in Volume 28 of plats, page 50, in King County, Washington.

SUBJECT TO: Covenants, conditions and restrictions recorded January 29, 1929 under Auditor's No. 2514878; An easement affecting the portion of said premises and for the purposes stated herein, recorded March 29, 1957 under Auditor's No. 4783710; Right of the public to make necessary slopes for cuts or fills.

PARCEL 2

Lots 8, 9, 10 and 11, Block 17, Paramount Park Division No. 2, according to plat recorded in Volume 28 of Plats, page 50, records of King County.

SUBJECT TO: Easement for sanitary sewers granted to Lake City Sewer District over the east 10 feet of Lots 10 and 11 and the North 10 feet of Lot 10 according to instrument recorded under Auditor's File No. 4779699; Easement for ingress and egress and utilities over the east 30 feet of Lots 8 and 9 according to instrument recorded under Auditor's File No. 5478302; Covenants, conditions and restrictions contained in deed recorded under Auditor's File No. 2514878; and rights to make slopes for cuts and fills, etc., as dedicated in said plat.

PARCEL 3

Lots 8 through 11, inclusive, and Lot 12, EXCEPT the West 130 feet, Block 18, Paramount Park Division No. 2, according to the plat thereof recorded in Volume 28 of Plats, page 50, in King County, Washington.

SUBJECT TO: Those restrictions contained in that certain Restrictive Easement recorded under Auditor's File No. 7206220432.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational

PARCEL 31

The North half of Lot 14, Block 10, Northend Country Estates, EXCEPT the East 147.34 feet thereof, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington.

PARCEL 32

The South half of Lot 16, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, EXCEPT the East 147.75 feet thereof.

PARCEL 33

The South half of Lot 16, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington, EXCEPT the West 147.76 feet; and EXCEPT the East 120 feet thereof.

PARCEL 34

The East half of the North half of Lot 9, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, King County, Washington.

PARCEL 35

The West 147.31 feet of the South half of Lot 12, Block 10, Northend Country Estates, according to the plat recorded in Volume 28 of Plats, page 37, in King County, Washington.

SUBJECT TO: An easement for electric transmission line recorded under Auditor's File No. 1795174.; Covenants, conditions and restrictions contained in deed recorded under Auditor's File No. 3417788.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

10793 COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

RICHMOND BEACH CENTER PARK

PARCEL 1

All of Block 17 including unplatted tract 120 ft. x 120 ft. in Northwest corner together with vacated alley therein; Lots 3 and 4, Block 18, together with vacated portion of N.W. 196th that would attach by operation of law; Lots 1 and 2, Block 21, together with that portion of N.W. 196th that would attach by operation of law, except that portion of Lots 1 and 2, Block 21, deeded to King County for road by deed under Auditor's File No. 2980174, all in Richmond Beach Supplemental, according to the plat recorded in Volume 11 of Plats, page 61, in King County, Washington, LESS portion beginning at S.W. corner of said Block 17; thence East along South line thereof 320.92 feet, M/L., to True Point of Beginnning; thence S.55-16-50 E. 257.39 feet; thence N.08-04-58 E. 168 feet; thence N.86-55-02 W. 101.11 feet; thence N.55-16-50 W. 141.80 feet; thence S.34-43-10 W. 90 feet; thence S.55-16-50 E. to True Point of Beginning.

PARCEL 2

Portion of Block 17 together with Lots 1 and 2, Block 21, Richmond Beach Supplemental, according to the plat recorded in Volume 11 of Plats, page 61, in King County, Washington, together with vacated street adjacent, ALSO described as follows: Beginning at S.W. corner of said Block 17; thence East along South line thereof 320.92 feet to True Point of Beginning; thence S.55-16-50 E. 257.39 feet, M/L; thence N.08-04-58 E. 168 feet; thence N.86-55-02 W. 101.11 feet; thence N.55-16-50 W. 141.80 feet; thence S.34-43-10 W. 90 feet; thence S.55-16-50 E. to True Point of beginning.

SUBJECT TO: Lease Agreement between King County Rural Library District and King County, dated June 1, 1993, for a period of thirty-five years from said date.

SUBJECT TO: Reservations, restrictions and easements of record.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

RICHMOND BEACH PARK

All that part of Government Lot 4 and the West 1/2 of the West 1/2 of the SE 1/4 of the SE 1/4 of Section 2, Township 26 North, Range 3 East, W.M., lying Northeasterly of a line parallel to and distant 125 feet Northeasterly, measured at right angle from the existing center line of double track of Great Northern Railway Company; ALSO that part of the second class tidelands to extreme low tide, abutting on Lot 3 and Lot 4 of Section 2, and Lot 1 of Section 11, all in said Township and Range, bounded on the Northwest by the Southeast line of Grover Street extended Southwesterly to extreme low tide, and on the Southeast by a line drawn Southwesterly at right angles to said centerline of double track through Great Northern survey station 837+00 to said extreme low tide line; and bounded on the Northeast by the following described line: Commencing at the Southeast corner of said Lot 4 at the sixteenth corner in the South line of Section 2, thence West 336.5 feet to an intersection with the existing centerline of railway double track at survey station 837+80.5; thence Southeasterly at a Southeasterly angle at 59°48'00" with the last course 80.5 feet to said survey station 837+00; thence Southwesterly at right angles to the last course 185 feet to the true point of beginning of this description and the Southeasterly corner of that desired parcel lying Westerly of the railway trackage; thence Northwesterly parallel to and 185 feet distant Southwesterly at right angles from said centerline of double track, a distance of 475 feet; thence continuing Northwesterly and parallel to said centerline along a curve to the left with a radius of 3634.83 feet, a distance of 607.9 feet to a point of tangency; thence Northwesterly along said tangent parallel to and distant 185 feet southwesterly at right angles from said centerline, a distance of 321.32 feet to a point opposite Great Northern Railway survey station 851+35.22; thence at an angle of 9°42'00" to the right along a tangent to the government meander line, said tangent extended being 50 feet Southwesterly at right angles from said centerline of double track at survey station 859+25; thence Northwesterly along said meander line which bears North 41°45'00" West to the Southeast line of Grover Street produced southwesterly, and the end of this description.

SUBJECT TO: Exceptions and reservations contained in deeds from the State of Washington recorded under Auditor's File Nos. 815853 and 949258, whereby the grantor (State of Washington) excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right to entry for the opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry; Water line easement granted to King County over the following-

10793

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

RICHMOND HIGHLANDS

PARCEL 1

The North half of the following property: East 94 feet of the SW 1/4 of the SE 1/4 of the SW 1/4; and the West 5 feet of the SE 1/4 of the SE 1/4 of the SW 1/4; ALL in Section 7, Township 26 North, Range 4 East, W.M., in King County, Washington; EXCEPT the north 220 feet thereof.

SUBJECT TO: Easement for water pipe across said premises and other property, constructive notice of which is given by deed dated March 19, 1929, recorded April 2, 1929, under Auditor's File No. 2527938.

The West 165 feet of the East 193 feet of the North 220 feet of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 7, Township 26 North, Range 4 East, W.M., in King County, Washington, EXCEPT the North 30 feet thereof conveyed to King County for road by deed recorded under Auditor's File No. 2604236.

PARCEL 2

The West 467 feet of the North half of the South 1/2 of the SE 1/4 of the SW 1/4 of Section 7, Township 26 North, Range 4 East, W.M., EXCEPT County roads.

PARCEL 3

The West 99 feet of the East 193 feet of the North 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 7, Township 26 North, Range 4 East, W.M., EXCEPT that portion lying North of the South 440 feet of said Southwest 1/4 of the SE 1/4 of the SW 1/4.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

described property: The Southerly 10 feet of Lot 2, Block 22, Innis Arden No. 2, according to plat thereof; Easement for overhead pedestrian foot bridge (approximately 11.5 feet wide, with a 14-foot roadway on the east approach), over its tracks and across and along its right of way at Richmond Beach, Washington; lying in Lot 4 of Section 2, Township 26 North, Range 3 East, W.M., King County, State of Washington; the center line of said bridge intersecting the center line of the Railway Company's coast line double track at Railway Survey Station 840+07 (King County Engineering Station 3+92.4); also including an area for a toe of slope and borrow, recorded under Auditor's File No. 5077860.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

Dated this_____day of_____, 19_____.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State of Washington, residing at_____
My appointment expires_____

10793

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

RICHMOND RESERVE

Park in Richmond Reserve Addition, according to the plat recorded in Volume 16, page 48, records of King County, Washington.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

Dated this_____day of_____, 19_____.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State of Washington, residing at_____
My appointment expires_____

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

RIDGECREST PARK

PARCEL 1

Lot 3, Block 2, Green Lake Five Acre Tracts to the City of Seattle, according to the plat recorded in Volume 11 of Plats, Page 72, in King County, Washington; EXCEPT the East 120 feet of the South 225.59 feet; and EXCEPT all that portion of said Lot 3, Block 2, lying Northwesterly of a line described as follows: Beginning at a point on the South line of said Lot 3 and 125 feet Southeasterly when measured at right angles and/or radially from the centerline of Primary State Highway No. 1, Seattle Freeway, (E. 145th Street to E. 200th Street); thence Northeasterly and parallel with said centerline to a point opposite Highway Engineer's Station 196/00 and 125 feet Easterly therefrom; thence Northeasterly to a point opposite Highway Engineer's Station 198/00 and 180 feet Easterly therefrom; thence Northeasterly and parallel with said centerline to the North line of said Lot 3.

PARCEL 2

Lots 9 and 10, Block 1, Dull's Subdivision No. 2, according to the plat recorded in Volume 57 of Plats, Page 57, in King County, Washington; EXCEPT all that portion lying Northwesterly of a line drawn parallel with and 155 feet Southeasterly, when measured at right angles and/or radially from the center line of Primary State Highway No. 1, Seattle Freeway; East 145th Street to East 200th Street.

SUBJECT TO: Modified relinquishment of right of access to state highway and of light, view and air, under terms of deed recorded under Auditor's File No. 5452953; a right of way and/or easement, with necessary appurtenances for sanitary sewers as granted by instrument recorded under Auditor's File No. 5547907; an easement for guy pole, guy wires and anchors as granted by instrument recorded under Auditor's File No. 5631819; an easement for side sewer tee as granted by instrument recorded under Auditor's file No. 5547907; Modified relinquishment of right of access to State Highway and of light, view and air, under terms of deed recorded under Auditor's File No. 6418710; Covenants, conditions and restrictions contained in said plat; Right of the public as dedicated in the plat; Easement for transmission and distribution line as granted by instrument recorded under Auditor's File No. 5900908.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

107931 SPECIAL WARRANTY DEED

COPY

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

RONALD BOG PARK

PARCEL 1

The NW 1/4 of the NW 1/4 of the SW 1/4 of Section 8, Township 26 North, Range 4 East, W.M.; EXCEPT the North 30 feet thereof conveyed to King County for road by deeds recorded under Auditor's File Nos. 877018 and 877019; AND EXCEPT that portion of the south 10 feet of the north 40 feet of said subdivision condemned in King County Superior Court Cause No. 618459; AND EXCEPT that portion thereof lying Northwesterly of the arc of a circle having a radius of 15 feet which is tangent to a line which is 40 feet southerly of and parallel to the centerline of N.E. 175th Street and tangent to a line which is 30 feet easterly of and parallel to the centerline of Meridian Avenue; AND EXCEPT the East 5 feet of the West 35 feet of the South 88 feet of the North 130 feet thereof.

PARCEL 2

That portion of the NE 1/4 of the NW 1/4 of the SW 1/4 of Section 8, Township 26 North, Range 4 East, W.M. lying West of the following described line: Beginning at a point on the North line of said subdivision lying Easterly thereon 74.31 feet from the Northwest corner thereof; thence Southerly to a point on the South line of said subdivision lying 38.58 feet easterly thereof from the Southwest corner of said subdivision and terminus of said line; EXCEPT the North 40 feet for County Road.

PARCEL 3

That portion of the NE 1/4 of the NW 1/4 of the SW 1/4 of Section 8, Township 26 North, Range 4 East, W.M., East of a line as follows: Beginning 74.31 feet East of the Northwest corner thereof; thence Southerly to a point 38.58 feet East of the Southwest corner thereof and West of the East line to the West 350 feet of said subdivision; EXCEPT that portion conveyed to State of Washington for Primary State Highway No. 1 by deed recorded under Auditor's File No. 5404286; and EXCEPT that portion condemned in King County Superior Court Cause No. 602268; and EXCEPT County Roads; Situate in the County of King, State of Washington.

PARCEL 4

That portion of the West 350 feet of the NE 1/4 of the NW 1/4 of the SW 1/4 of Section 8, Township 26 North, Range 4 East, W.M., lying between a line drawn from a point opposite Highway Engineer's Station (hereinafter referred to as H.E.S.) 225+00 on the Baseline of SR 5 (P.S.H. No. 1), Seattle Freeway; E. 145th St. to E. 200th St., and 230 feet Westerly therefrom to a point opposite H.E.S. 225+50 and 160 feet Westerly therefrom and a line drawn from a point opposite H.E.S. 225+00 and 230 feet Westerly therefrom to a point opposite H.E.S.

224+10 and 165 feet Westerly therefrom; EXCEPT that the grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 5 and the lands herein conveyed; nor shall the grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway. The specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the Office of the Director of Highways at Olympia, Washington, bearing date of approval May 31, 1961, revised November 20, 1969, and recorded in Volume 2 of Highway Plats, pages 166 and 167, under Auditor's File No. 5353667, records of said County. The grantee, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed, for the accommodation of the traveling public or business users of any Federal-aid highway (such as eating, sleeping, rest, recreation, and vehicle servicing), it will not discriminate on the grounds of race, color, or national origin against such traveling public or highway users in their access to and use of the facilities and services so constructed, maintained or otherwise operated, and that the grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21 (49 C.F.R. Part 21), and as said Regulations may be amended. The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 45.12.070.

SUBJECT TO: Those certain restrictions contained in that Restrictive Easement between King County and the United States Government as recorded under Recording No. 7711221056.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

107934

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

SHORELINE PARK

Lot 19, Echo Lake Garden Tracts Div. 5, according to the plat recorded in Volume 12 of Plats, Page 28, in King County, Washington.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

Dated this_____day of_____, 19_____.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State of Washington, residing at_____
My appointment expires_____

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described real property improvements, situate in King County, Washington:

SHORELINE POOL

Those real property improvements, including fixtures and equipment, located on the North 200 feet of the West 210 feet of Tract 20, Echo Lake Garden Tracts Division 5, according to the plat recorded in Volume 12 of Plats, Page 28, in King County, Washington; EXCEPT the West 10 feet thereof deeded to King County for widening of 1st Avenue N.E.

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

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

Dated this_____day of_____, 19_____.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State of Washington, residing at_____.
My appointment expires_____

107934

COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

SHOREVIEW PARK

PARCEL 1

That portion of the NE 1/4 of the SW 1/4 of Section 12, Township 26 North, Range 3 East, W.M., in King County, Washington and of the SE 1/4 of the SW 1/4 of said Section 12 and of the SW 1/4 of the SE 1/4 of said Section 12, and of the NW 1/4 of the NE 1/4 of Section 13, Township 26 North, Range 3 East, W.M., in King County Washington and of vacated portion of Innis Arden Way lying Northerly of Innis Arden Way Re-Alignment as conveyed to King County by Deeds recorded under Auditor's File No. 5790524 and lying Southeasterly of Innis Arden No. 3, according to the Plat recorded in Volume 46 of Plats, page 42, in King County, Washington, and lying Westerly of the East 113.86 feet in width of said Southwest 1/4 of the SE 1/4 of Section 12 and lying Westerly of the East 113.85 feet in width of said NW 1/4 of the NE 1/4 of Section 13; EXCEPT the following: That portion of the SW 1/4 of the SE 1/4 of Section 12, Township 26 North, Range 3 East, W.M., in King County, Washington and of the NW 1/4 of the NE 1/4 of Section 13, Township 26 North, Range 3 East, W.M., in King County, Washington, and of vacated portion of Innis Arden Way lying Northerly of Innis Arden Way Re-Alignment as conveyed to King County by Deed recorded under Auditor's File No. 5790524; EXCEPT the East 113.86 feet in width of said SW 1/4 of the SE 1/4 of Section 12 and EXCEPT the East 113.85 feet in width of said NW 1/4 of the NE 1/4 of Section 13, and EXCEPT that portion of said premises lying Westerly of the West line of the East 604.46 feet in width of said SW 1/4 of the SE 1/4 of Section 12 and said West line extended Southerly into said NW 1/4 of the NE 1/4 of Section 13 to its intersection with the Northerly margin of said Innis Arden Way Re-Alignment.

SUBJECT TO: Deed of Right to Use Land for Public Recreation Purposes, between King County and the Interagency Committee for Outdoor Recreation as recorded under Auditor's File No. 7905160745.

PARCEL 2

Tract 16, Northside Garden Tracts, according to plat recorded in Volume 11 of Plats, page 66, in King County, Washington; EXCEPT the east 10 feet thereof conveyed to King County by deed recorded under Auditor's File No. 5019669.

PARCEL 3

Tracts 25 through 32, inclusive, and that portion of Tract 34 lying Southwesterly of N.W. Carlyle Hall Road, ALL in Northside Garden Tracts; TOGETHER WITH that portion of vacated Third Avenue N.W. adjoining said Tract 32 and; TOGETHER WITH that portion of vacated Puget Drive, as shown on said plat adjoining said

tracts; EXCEPT that portion of said Tracts 25 and 28 lying within the plat of Innis Arden No. 3, according to plat recorded in Volume 46 of Plats, pages 42 to 45, inclusive; EXCEPT County roads.

SUBJECT TO: Right to make necessary slopes for cuts or fills upon said premises granted by Deed recorded under Auditor's File No. 5019669 which affects Parcel 1. Deed of Right to Use Land for Public Recreation Purposes, between King County and the Interagency Committee for Outdoor Recreation, as recorded under Auditor's File No. 7411140257.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

Dated this_____day of_____, 19_____.

KING COUNTY, WASHINGTON

BY_____

TITLE_____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that_____signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the_____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated_____

_____
NOTARY PUBLIC in and for the State of Washington, residing at_____
My appointment expires_____

107931 COPY

SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. , does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

TWIN PONDS PARK

PARCEL 1

The South 165 feet of Lot 3; and Lot 4, EXCEPT the South 180 feet thereof; ALL in Block 4 of Green Lake Five Acre Tracts to the City of Seattle, as per plat recorded in Volume 11 of Plats, page 72, records of King County; EXCEPT the West 10 feet thereof conveyed to King County for Meridian Avenue, by Deeds recorded under Auditor's File Nos. 2884689 and 2884692.

SUBJECT TO: Right to make necessary slopes for cuts or fills upon property herein described as granted by Deeds recorded under Auditor's File No. 2884689 and 2884692.

PARCEL 2

That portion of Tract 2, in Block 3 of Green Lake Five Acre Tracts to the City of Seattle, as per plat recorded in Volume 11 of Plats, page 72, records of King County, lying Westerly of Primary State Highway No. 1, Seattle Freeway, E. 145th St. to E. 200th St. Condemned in King County Superior Court cause No. 588865; EXCEPT the West 10 feet thereof conveyed to King County for road under Auditor's File No. 2307202.

SUBJECT TO: Relinquishment of right of access to state highway and of light, view and air, under terms of deed to the State of Washington, recorded August 20, 1962, under Superior Court Cause No. 588865.

PARCEL 3

Tracts 15 and 16 in Block 4 of Green Lake Five Acre Tracts to the City of Seattle, as per plat recorded in Volume 11 of Plats, on page 72, records of King County, EXCEPT that portion lying Easterly of a line drawn parallel with and 40 feet Westerly, when measured at right angles and/or radially, from the Relocated First Avenue Northeast Survey Line of Primary State Highway No. 1, Seattle Freeway, East 145th Street to East 200th Street; conveyed to the State of Washington by deed recorded under Auditor's File No. 546938; and EXCEPT that portion of said Tract 16, as follows: Beginning on a point on the North line of said Tract 16, which is 272.50 feet East from the Northwest corner of said Tract 16; thence Easterly along said North line to intersect the Westerly margin of relocated First Avenue Northeast as established by deed recorded under Auditor's File No. 5483419, records of King County, Washington; thence Southerly along said Westerly margin to the intersection of the Easterly projection of that certain line 118.26 feet in length as described in a deed recorded under Auditor's File No. 4312110, records of King County, Washington; thence West along said certain line and Easterly projection to that certain point referred to as the true point of beginning in describing that certain

tract of land as conveyed by deed recorded under said Auditor's File No. 4312110; thence Northwesterly along the Westerly line of said certain tract, 52.88 feet to an angle point in said Westerly line; thence North 68 feet to the true point of beginning of this description; EXCEPT the North 10 feet of said Tract 16 condemned for North 155th Street in King County Superior Court Cause No. 118650.

PARCEL 4

Tract 13 in Block 4 of Green Lake Five Acre Tracts to the City of Seattle, as per plat recorded in Volume 11 of Plats on page 72, records of King County; EXCEPT the West 30 feet of the South 60 feet conveyed to King County for road by deed recorded under Auditor's File No. 4066472.

PARCEL 5

Tract 14 in Block 4 of Green Lake Five Acre Tracts to the City of Seattle, as per plat recorded in Volume 11 of Plats, on page 72, records of King County; EXCEPT the East 10 feet thereof as conveyed to King County by Deed recorded under Auditor's File No. 2307201.

PARCEL 6

That portion of Tract 16 Block 4, Green Lake Five Acre Tracts to the City of Seattle, as per plat recorded in Volume 11 of Plats on page 72, records of King County, described as follows: Beginning at a point on the Southerly line of Tract 15 in said Block 4 which is 399.05 feet East of the Southwest corner thereof and running thence Northerly parallel with the East line of said Tracts 15 and 16, a distance of 513.89 feet, more or less, to a point which is 130 feet Southerly of the North line of said Tract 16; thence Westerly parallel with the Northerly line of said Tract 16 a distance of 118.46 feet to the true point of beginning; thence Easterly parallel with the Northerly line of said Tract 16 to the Westerly line of First Avenue, Northeast as deeded to King County by deeds recorded under Auditor's File Nos. 2307206, 2383278 and 2410821, records of said county; thence Northerly along said Westerly line to the Southerly line of North 155th Street as condemned under King County Superior Court Cause No. 118650; thence Westerly along said Southerly line to a point 272.50 feet Easterly of the intersection of said Southerly line with the Westerly line of said Tract 16; thence Southerly parallel with said Westerly line a distance of 68 feet; thence Southeasterly to the true point of beginning.

SUBJECT TO: Recital contained in Deed recorded under Auditor's File No. 6147372.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the facility in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the facility for property of equal or greater parks and recreational value. The City further covenants that it will not limit access to the facility 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 a tax or other specifically dedicated revenue source to fund recreational

EXHIBIT C
SHORELINE PARKS REPAIR ITEMS

Cromwell

Cut or prune hedges that create a poor visibility sight line where the parking lot driveway meets Meridian. The hedge currently obstructs views to the south. (Completed 5/24/96)

Echo Lake

A wooded area (approx. 40' wide x 100' deep) that extends from behind the park's restroom and north between an apartment complex and a dental office building to the sidewalk on N. 200 St. will be pruned/brushed to increase visibility into the park from N. 200 St. (Completed 5/24/96)

Hamlin

Complete ongoing capital improvement project to repair/repave the cracked portions of asphalt parking lot and pathways. (Completed 3/96)

Shoreview

- Replace hazardous irrigation heads and rebar supports currently on fixed risers. (Complete by 12/31/97)
- Remove/replace broken wood posts along the asphalt pathway. (Completed winter '95)

Twin Ponds

- Replace/repair sharp, rusted edges of storm culvert that empties into parking lot. (Complete by 12/31/96)

Ronald Bog

Complete existing capital improvement project to pave existing pathway along eastside of Meridian. (Complete by 12/31/97)

EXHIBIT D
SHORELINE PARKS MAINTENANCE AND RECREATION COSTS

MAINTENANCE AND UTILITIES

PARK	DIRECT COST	PARK OVERHEAD	TOTAL MAINT. COST	COUNTY OVERHEAD 9.2%	TOTAL
1 Cromwell Park	18,288	582	18,870		
2 Darnell Park	2,252	45	2,297		
3 Echo Lake Park	23,367	351	23,718		
4 Hamlin Park	156,368	4,607	160,975		
5 Hillwood Park	51,226	1,150	52,376		
6 Innis Arden Open Space	1,414	6	1,420		
7 James Keough Park	5,231	32	5,263		
8 Meridian Park	4,515	5	4,520		
9 North City Park	4,652	297	4,949		
10 Northcrest Park	4,737	112	4,849		
11 Paramount Park	5,036	65	5,101		
12 Paramount School Property	9,141	118	9,259		
13 Paramount Open Space	1,414	6	1,420		
14 Richmond Beach Center Park	15,967	395	16,362		
15 Richmond Beach Park	59,462	1,002	60,464		
16 Richmond Highlands Park	92,956	3,232	96,188		
17 Richmond Reserve	3,829	7	3,836		
18 Ridgecrest Park	14,902	419	15,321		
19 Ronald Bog Park	17,165	342	17,507		
20 Shoreline Park	55,316	584	55,900		
21 Shoreline Pool	15,627	1,568	17,195		
22 Shoreview Park	49,642	969	50,611		
23 Twin Ponds Park	49,252	1,516	50,768		
Total	661,759	17,410	679,169	62,484	741,653

RECREATION

Field and Facility Scheduling	231,300	29,957	261,257	24,036	285,293
Total Maint. and Rec. Costs	893,059	47,367	940,426	86,519	1,026,945
Revenue					*-145,215*
Net Cost					*881,730*
1/3 of Net					*293,910*
2/3 of Net					*587,820*

	1996
Total County obligation (2/3)	**587,820**
City contract payment	-881,730
Net payment from City (1/3)	**-293,910**

	1997	
City does recreation (net cost)	-140,078	City now collects revenue of $145,215
City contract for maint. only	-741,653	
County maint. obligation (1/3)	247,218	
County rec obligation (1/3)	46,693	
Total County obligation (1/3)	**293,910**	
Net payment from City (2/3)	**-587,820**	

File Name: SHOREXD.XLS

9/24/96

Attachment D

King County Executive
RON SIMS

107934

October 1, 1999

Dick Callahan
Puget Sound Regional Council
1011 Western Avenue, Suite 500
Seattle, WA 98104-1035

Re: Request to Change Lead Agency Designation for the two ISTEA-funded projects on the City of Shoreline's segment of the Interurban Trail, as identified by the Puget Sound Regional Council as KGCO-33 (for $359,000 in CMAQ funds) and KGCO-53 (for $30,000 in STP/U funds)

Dear Mr. Callahan:

We request that City of Shoreline be identified as the Lead Agency for the projects cited above, as they are currently programmed in the Regional TIP. King County originally submitted the applications for, and successfully completed the programming process to have the projects included in, the Regional TIP. Our two agencies have now agreed to change the Lead Agency designation.

Therefore, please change the Lead Agency for the projects in the 1999-2000 Regional TIP, as entitled above (PSRC ID Number KGCO-33 and KGCO-53, from King County to the City of Shoreline. The new contact person for the project will become Paul Cornish, Capital Project Manager in Shoreline's Public Works Department.

We understand this joint letter will be sufficient for this action, since no federal funds have been obligated on the project. We also understand that upon receipt of this letter, the Puget Sound Regional Council will be ready to approve the Lead Agency change as part of the monthly TIP correction process.

We appreciate your assistance on this matter. If you have questions, please contact Kirk McKinley, Shoreline Transportation Manager, at 546-390, or Shelley Marelli, King County Parks and Recreation at 205-1436.

Sincerely,

Ron Sims, Executive
King County

City Manager
City of Shoreline

KING COUNTY COURTHOUSE 516 THIRD AVENUE, ROOM 400 SEATTLE, WA 98104-3271
(206) 296-4040 296-0194 FAX 296-0200 TDD E-mail: ron.sims@metrokc.gov

EXHIBIT E
RECAP OF EXPENDITURES AND REVENUES
SHORELINE SWIMMING POOL - 1995

EXPENDITURES	1995 ACTUALS
Salaries:	
- Pool Manager	$34, 461
- Senior Swim Instructor	25, 015
- Pool Operator (1/2 of cost)	18, 517
- Extra Help	77, 066
- Overtime	411
Employee Benefits	28, 458
Utilities	84, 487
Central Operating Supplies	25, 000
Aquatics Management	10, 030
Total Expenditures	**$313, 445**
REVENUE	
Fees and charges	$169, 561
Concessions	2, 984
Total Revenue	**$172, 545**

TOTAL SUBSIDY	**$140, 900**

Central Operating Supplies - Based on average of 1994 and 1995 actual expenditures for all swimming pools.

Aquatics Management - Based on a percentage of salary and benefit costs for Aquatics Section Manager (1) and Aquatics Supervisors (2).