

8/7/81

ORDINANCE NO. 5666

AN ORDINANCE authorizing the King County Executive to enter into an Agreement with the City of Seattle authorizing the transfer of a portion of Hamlin Park together with Forward Thrust Funds designated for said Hamlin Park from the City of Seattle to King County.

PREAMBLE:

The City of Seattle owns a portion of Hamlin Park and Hamlin Park is located wholly within unincorporated King County.

King County Forward Thrust Resolution #34571, Section 3, Paragraph E-1, allocated funds for the acquisition and development of local parks in Seattle, including Hamlin Park, and the City of Seattle has \$46,000 apportioned for such purposes.

The City of Seattle by their Ordinance No. 109840 has indicated a willingness to transfer said park and funds to King County;

The Council of King County deems it in the best interest of all citizens of King County to have Hamlin Park under the unified ownership of one agency:

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County Executive is hereby authorized for and on behalf of King County to accept from the City of Seattle a Quitclaim Deed substantially in the form of Exhibit "A" hereto, conveying the following described real property, in King County, from the City of Seattle to King County.

The W. 3/4 of the N.W. 1/4 of the N.W. 1/4 of Section 16, Twnshp 26N, R4 E.W.M.

Reserving, however, unto the Grantor a permanent easement for sewer purposes over, through, across, and upon a portion of the following described property:

The W. 3/4 of the N.W. 1/4 of the N.W. 1/4 of Section 16, Twnshp 26N, Range 4 E.W.M., more particularly described as follows: A strip of land 10 feet in width, the centerline of which is described as follows:

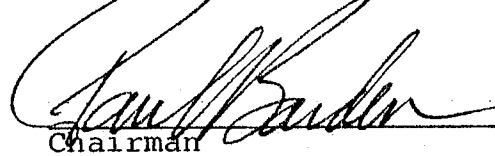
1 Beginning at the northeast corner of said property, thence
2 southerly along the easterly margin of property 320.92 feet
3 to the true point of beginning, thence south 12° 39' 04" W.
4 53.74'; thence south 15° 47' 26" E. 42' more or less to the
5 easterly margin of said property. Also a strip of land
6 10 feet in width, the centerline of which is described as
7 follows: Beginning at the northeast corner of said property,
8 thence southerly along the easterly margin of said property
9 565.67' to the true point of beginning, thence south 32°
10 05' 34" W. 318.38'; thence south 29° 11' 11" E. 341' more or
11 less to the easterly margin of said property.

12 SECTION 2. The King County Executive is further authorized
13 for and on behalf of King County to execute an Agreement with
14 the City of Seattle substantially in the form of Exhibit "B"
15 hereto, under which the City of Seattle will transfer to King
16 County Forty Six Thousand Dollars (\$46,000.00) of the proceeds
17 received pursuant to King County Resolution #34571, and King
18 County will make any uncompleted improvements to Hamlin Park
19 contemplated by King County Resolution #34571, Section 3, Para-
20 graph E-1, and apply the funds so transferred for such purposes.

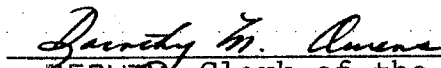
21 INTRODUCED AND READ for the first time this 3rd
22 day of August, 1981.

23 PASSED THIS 8th day of September, 1981.

24 KING COUNTY COUNCIL
25 KING COUNTY, WASHINGTON

26 
27 Chairman

28 ATTEST:

29 
30 DEPUTY Clerk of the Council

31 APPROVED THIS 16th day of September, 1981.

32 
33 King County Executive

QUITCLAIM DEED

THE GRANTOR, The City of Seattle, a municipal corporation of the State of Washington, hereby conveys and quitclaims to King County, a municipal corporation of the State of Washington, the following described real property:

The W. 3/4 of the N.W. 1/4 of the N.W. 1/4 of Section 16, Twnshp 26 N., Range 4, E.W.M.

Reserving, however, unto the Grantor a permanent easement for sewer purposes over, through, across, and upon a portion of the following described property:

The W. 3/4 of the N.W. 1/4 of the N.W. 1/4 of Section 16, Twnshp 26 N., Range 4 E.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" W. 53.74'; thence south 15° 47' 26" E. 42' 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' to the true point of beginning, thence south 32° 05' 34" W. 318.38'; thence south 29° 11' 11" E. 341' more or less to the easterly margin of said property.

upon the condition that: (a) the said real estate be used by 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 conveyed shall come within the jurisdiction of the City through annexation, King County shall upon request of the City reconvey the portions annexed to the City without payment of consideration.

DATED this _____ day of _____, 1981.

THE CITY OF SEATTLE

By _____ Mayor

Grantee

ATTEST:

City Comptroller

AGREEMENT

Regarding the transfer of Hamlin Park and \$46,000 in Forward Thrust bond proceeds from the City of Seattle to King County.

1. The parties to this agreement are the City of Seattle, a municipal corporation of the State of Washington, and King County, a municipal corporation of the State of Washington, hereinafter referred to as the City and County respectively.
2. Pursuant to the attached Ordinance and Quitclaim Deed regarding the transfer of Hamlin Park and certain Forward Thrust Funds from the City to the County, the County agrees to accept said property under the terms and conditions stated in said Ordinance and Quitclaim Deed.
3. The County agrees to make any uncompleted improvements to Hamlin Park contemplated by King County Resolution 34571, Section 3, Paragraph E-1, and the City is relieved of any obligations to make said improvements other than participation in its planning for said improvements.
4. The ballfields at Hamlin Park will be scheduled by the King County Parks Division for use by teams under the current scheduling practices.
5. The City grants and the County accepts all park appurtenances, including picnic tables, sprinkler hoses, and other personal property located at and belonging to the park on the date of the agreement.
6. The County accepts all maintenance and operating responsibility for Hamlin Park after the date of this agreement.
7. The County shall keep the property in its present natural wooded state along 15th Northeast and shall not clear-cut or log off the land (other than normal pruning, tree thinning, and trimming for park purposes) nor shall the County make major changes or improvements without the City being involved in the planning.
8. Upon execution of this agreement, passage of any required legislation by the County Council, and presentation of request for payment, the City shall convey the sum of \$46,000 appropriated from the Park Acquisition and Development Fund to the County for the sole purpose of carrying out the provisions of paragraph #3 above.

THE CITY OF SEATTLE

KING COUNTY

By _____
Charles Royer, Mayor

By _____
Ron Dunlap, County Executive

Date _____

Date _____