

June 26, 1997

Introduced By: Larry Phillips

96-1011 Sub. Ord.

Proposed No.: 96-1011

ORDINANCE NO. **12792**

1
2 AN ORDINANCE authorizing the conveyance of three parks,
3 recreation and open space properties in the area known as
4 Woodmont-Redondo to the City of Des Moines and
5 authorizing the Executive to enter into an agreement with the
6 City of Des Moines relating to the ownership, funding,
7 operation and maintenance of said park properties.

8 PREAMBLE

- 9 1. The registered voters in an area of unincorporated King County known as the
10 Woodmont-Redondo area, further described in Motion 9976, have approved the
11 annexation of said area to the City of Des Moines (hereafter the City).
- 12 2. The Des Moines City Council has approved the annexation and set the effective date
13 for January 1, 1997.
- 14 3. The County Council has approved by Motion 9976 an interlocal agreement which calls
15 for parks in the Woodmont-Redondo area to be transferred to the City subject to an
16 agreement on terms and conditions.
- 17 4. The City desires to own, operate, and maintain parks, open space, recreation facilities
18 and programs and other municipal programs, facilities and properties inside its
19 boundaries.
20
21
22
23
24
25
26
27
28
29

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

- 5. King County desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreational facilities and programs inside the City boundaries as outlined in the King County Park, Recreation and Open Space Plan, adopted by Ordinance 12349.
- 6. The King County Executive has determined that, because of the agreement of the City to operate and maintain the property in perpetuity for public park purposes, the property is surplus to the foreseeable needs of the county and should be conveyed to the City subject to the terms and conditions of the interlocal agreement authorized herein.
- 7. In consideration of the mutual benefits to be derived, it would be in the best interests of the citizens of King County to convey the real property described herein to the City.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County Executive, on behalf of the citizens of King County, is hereby authorized to execute deeds of conveyance in favor of the City of Des Moines for the real property listed on the attached agreement and to execute, substantially in the form attached, an interlocal agreement with the City of Des Moines relating to the ownership, funding, operation and maintenance of the said park properties as described in said interlocal agreement.

PROVIDED THAT said agreement establishes a process whereby the parties agree to discuss and study the possibilities and alternatives for the transfer of the Mount Rainier Pool from King County to the City of Des Moines.

1 This process will include consideration of the following: 1) a study will be conducted to
2 determine where users of this pool reside; 2) a review of revenue options and methodology
3 for a multi-year agreement for maintenance and operations alternatives will be conducted;
4 and 3) consideration of a multi-party agreement with user municipalities, school districts,
5 colleges, and other organizations for shared support.

6 INTRODUCED AND READ for the first time this 23rd day of
7 December, 1996.

8 PASSED by a vote of 13 to 0 this 7th day of July
9 1997

10 KING COUNTY COUNCIL
11 KING COUNTY, WASHINGTON

12 Jane Hague
13 Chair

14 ATTEST:

15 Domenico
16 Clerk of the Council

17 APPROVED this 17 day of July, 1997.

18 Quill
19 King County Executive

20 Attachments:

21 A. Interlocal agreement, dated 6/25/97

**Interlocal Agreement Between
King County and the City of Des Moines**
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 Des Moines, hereinafter called "City", and King County, hereinafter called "County", as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS the residents of the area known as Woodmont-Redondo have voted to annex to the City and the City has accepted the annexation, to be effective January 1, 1997; 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. On or about July 1, 1997, King County shall convey to the City by deeds all of its ownership interest in the following listed park, open space and recreation properties:

Woodmont Park, Wooton Park and Redondo Park, all as more fully described in Attachment A to this document, by this reference made a part hereof.

1.2. The deeds to said properties 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 and assessment of fees:

"The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or

other assignees shall be at the same rate for non-City residents as for the residents of the City, unless the city has imposed specifically dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by city and non-city residents.

- 1.3. The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.
2. Agreement to Discuss Transfer of Mount Rainier Pool
 - 2.1. The parties hereby agree to undertake a process to discuss and study the possibilities and alternatives for the transfer of the Mount Rainier Pool, located at 22722 - 19th Avenue South in the City of Des Moines, from King County to the City. Said process will include consideration of where users of the pool reside, a review of revenue options and methodology for maintenance and operations alternatives and consideration of a multi-party agreement with user municipalities, school districts, colleges and other organizations for shared support.
3. Responsibility for Operations, Maintenance, Repairs and Improvements. Effective July 1, 1997, the City agrees to accept the 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 facility. The responsibility includes, but is not limited to hiring and control of personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment
4. 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.
5. Indemnification and Hold Harmless.
 - 5.1. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of King County, its officers, agents and employees that occurred prior to the effective date of the transfer of title of this property to the City.
 - 5.2. The City shall indemnify and hold harmless King County and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the

City, its officers, agents and employees that occur after the effective date of the transfer of title of this property to the City.

- 5.3. The City's and the County's indemnification in this section shall survive this Agreement.
6. 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.
7. 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.
8. 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.
9. Default.
- 9.1. 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.
- 9.2. 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.
- 9.3. Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.
- 9.4. Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the obligations, terms and conditions set forth in this agreement are breached by the other party.

10. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Des Moines

King County Executive

City Manager

Date
Approved as to Form

Date
Approved as to Form

King County Deputy Prosecuting Attorney

City Attorney

Date

Date

Attachments: Legal Descriptions

12792

WOOTON PARK

PARCEL A

That portion of Government Lot 3, Section 32, Township 22 North, Range 4 East, W.M., in King County, Washington, and of unplatted portion marked "Reserve" as shown on the plat of Redondo Beach Division No. 1, according to plat recorded in Volume 16, page 40, in King County, Washington, described as follows:

Beginning at the stone monument at the interesection of Beach Drive and Buchanan Avenue in said plat of Redondo Beach Division No. 1; thence South 13°02'00" West 46.87 feet; thence South 27°49'45" West 31.63 feet; thence South 80°59'40" East 195.46 feet; thence North 80°32'00" East 48.7 feet to the true point of beginning; thence North 80°32'20" East 100.70 feet to a point called Point "A" for reference purposes; thence South 73°04'30" East to the Westerly line of 10th Avenue South; thence Southerly along said Westerly line to the Westerly line of Puget Sound Marine View Drive as condemned in King County Superior Court Cause No. 270654; thence Southerly along said Westerly line to the Northerly line of Auburn Redondo Road Extension No. 1, as established by resolution in Volume 29 of King County Commissioners' Records, page 117; thence Northwesterly along said Northerly line to a point which bears South 20°22'55" West from the true point of beginning; thence North 20°22'55" East 190 feet, more or less, to the true point of beginning, TOGETHER WITH any portions of vacated Marine View Drive which would attach by operation of Law.

PARCEL B

That portion of the Unplatted Reserve in said Redondo Beach Division No. 1 lying North of Parcel A described above and lying South of the following described tract:

A portion of the unplatted reserve of Redondo Beach Division No. 1, in Section 32, Township 22 North, Range 4 East, W.M., in King County, Washington, according to the plat recorded in Volume 16 of Plats, page 40, in King County, Washington, described as follows:

Beginning at the intersection of the Easterly line of Cleveland Avenue (10th Avenue South) and the Southerly line of Buchanan Avenue (South 282nd Street); thence South 82°04'50" West along the South margin of said Buchanan Avenue (South 282nd Street) 290.00 feet; thence South 68°31'40" East 54.10 feet, to the Northerly line of the land conveyed to the King County Fire Protection District No. 32 by Deed recorded under Auditor's File No. 4123284; thence along the boundary lines of said land conveyed, South 72°25'14" West 16.43 feet and North 89°13'24" East 27.34 feet; thence South 68°31'40" East 189.00 feet, more or less, to the Easterly line of said Cleveland Avenue (10th Avenue South); thence along said Easterly line, North 2°55'10" West 129.87 feet to the point of beginning.

EXCEPT that portion thereof lying Easterly of a line beginning at a point distance South 73°04'30" East 205.04 feet from the point "A" described in Parcel "A"; thence North 19°24'45" West to the North line of Parcel "B"

PARCEL C

That portion of said Unplatted Reserve and of Government Lot 3 of said Section 32 lying between the Easterly prolongation of the North and South lines of Parcel "B" described above and lying Westerly of said Marine View Drive.

WOOTON PARK (CONT)

12792

TOGETHER WITH that portion of Vacated Marine View Drive adjoining
EXCEPT that portion thereof lying within 10th Avenue South,
Cleveland Avenue.

PARCEL D

That portion of said Government Lot 3, Section 32, Township
22 North, Range 4 East, W.M., lying West of Marine View Drive
lying East of 10th Avenue South and lying South of Parcel "C"
described above,
TOGETHER with that portion of vacated Marine View Drive adjoining.

Wooton

QUIT CLAIM DEED

12792

The Grantors FREDERICA M. WOOTON, surviving spouse of THOMAS BURR WOOTON, individually and FREDERICA M. WOOTON and RUTH MERRILL as Personal Representatives and Co-Trustees under the last will and testament of THOMAS BURR WOOTON, deceased, for and consideration of a gift under the last will and testament of the aforesaid decedent do hereby convey all right, title and interest of the Grantors herein unto King County, a political subdivision of the State of Washington, the following described real estate, situated in the County of King, State of Washington, including any interest therein which Grantors may hereafter acquire and including the life estate of FREDERICA M. WOOTON.

See legal description attached hereto and by this reference incorporated as if set forth in full herein.

SUBJECT TO:

1. Restrictions contained in deed dated October 22, 1909 executed by the Sound Trustee Company, a Washington corporation, to Redondo Clay Company, a corporation, recorded November 16, 1909, under Auditor's File No. 649384.
2. Notice of I. S. Hurd of appropriation of water lying, being and flowing in Small Creek to the extent of one cubic foot of water per second of time, dated May 25, 1914, recorded June 1, 1914, under Auditor's File No. 934762.

The purpose of this quit claim deed is to disclaim any of my interest, including my life estate, in the aforescribed property in order that the said property can be used as a public park in perpetuity as provided under the terms and conditions of the Last Will and Testament of my late husband, Thomas Burr Wooton, being probated under King County Cause #84 4 00117 5.

Dated July 23rd, 1984.

Frederica M. Wooton
Frederica M. Wooton, individually
and as Personal Representative
and Co-Trustee.

Ruth Merrill
Ruth Merrill, Personal
Representative and Co-Trustee.

STATE OF WASHINGTON)
COUNTY OF KING) SS

On this day personally appeared before me FREDERICA M. WOOTON and RUTH MERRILL to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of July, 1984.

Chris J. Rautas
NOTARY PUBLIC in and for the
State of Washington, residing
at Duvall

REDONDO WATERFRONT PARK

Form 3237

(Schedule A continued)
page 3

12792

Policy Number _____
Owners

Policy Number 772600
Loan --

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

That portion of unplatted Reserve of Redondo Beach Division No. 1, according to the plat thereof recorded in Volume 16 of Plats, page 40, in King County, Washington, lying southerly of the south line of Auburn-Redondo Road, as conveyed to King County by deed recorded under Recording No. 2942525, and lying easterly of Beach Drive;

TOGETHER WITH that portion of vacated South 283rd Street (formerly Fillmore Court) which would attach by operation of law.
EXCEPT that portion thereof described as follows:

Beginning at the intersection of the northerly margin of Fillmore Court (now South 283rd Street) with the easterly margin of Beach Drive;
thence south 64°43'15" east, along the northerly margin of said Fillmore Court 75 feet to the true point of beginning of said Excepted portion;
thence continuing south 64°43'15" east, along said northerly margin of Fillmore Court, 60 feet;
thence north 25°16'45" east 60 feet;
thence north 64°43'15" west 60 feet;
thence south 25°16'45" west 60 feet to the true point of beginning.

TOGETHER WITH that portion of vacated South 283rd Street (formerly Fillmore Court) which would attach by operation of law

PARCEL 2

That portion of Reserve and Tide Land Reserve of Redondo Beach Division No. 1, according to the plat thereof recorded in Volume 16 of Plats, page 40, in King County, Washington, described as follows:

That portion of Government Lot 3 of Section 32, Township 22 North, Range 4 East, W.M., in King County, Washington, lying westerly of Beach Drive, southerly of a line beginning at the intersection of the south line of Buchanan Avenue and the Center line of Beach Drive;
thence south 13°92' west, 46.387 feet;
thence south 27°29'45" west, 31.63 feet;
thence north 80°59'40" west, 31.63 feet;
thence south 27°29'45" west along the westerly margin of said Beach Drive 76.58 feet to the point of beginning;

(continued)

REDONDO WATERFRONT PARK

(Schedule A continued)
page 4

12792

Policy Number _____
Owners

Policy Number 772600
Loan

thence north 59°15'02" west to the termination of said line;
and northerly of a line which runs south 64°43'15" east, from a point
on the meander line 1054.36 feet southerly of the east-west center
line of said Section 32 and which runs due west from said point on
the meander line.

PARCEL 3

That portion of unplatted Reserve of Redondo Beach Division No. 1,
according to the plat thereof recorded in Volume 16 of Plats, page
40, in King County, Washington, lying southerly of the south line
of Auburn-Redondo Road, as conveyed to King County by deed recorded
under Recording No. 2492525, and lying easterly of Beach Drive,
described as follows:

Beginning at the intersection of the northerly margin of Fillmore
Court (now South 283rd Street) with the easterly margin of Beach
Drive;
thence south 64°43'15" east, along the northerly margin of said
Fillmore Court 75 feet to the true point of beginning of said excepted
portion;
thence continuing south 64°43'15" east, along said northerly margin
of Fillmore Court, 60 feet;
thence north 25°16'45" east 60 feet;
thence north 64°43'15" west 60 feet;
thence south 25°16'45" west 60 feet to the true point of beginning.

PARCEL 4

That portion of unplatted Reserve and Tide Land Reserve of Redondo
Beach Division No. 1, according to the plat thereof recorded in Vol-
ume 16 of Plats, page 40, in King County, Washington, described as
follows:

That portion of Government Lot 3 of Section 32, Township 22 North,
Range 4 East, W.M., in King County, Washington, lying westerly of
Beach Drive and southerly of a line which runs south 64°43'15" east
from a point on the meander line 1054.36 feet southerly of the east-
west center line of said Section 32 and which runs due west from
said point on the meander line;

TOGETHER WITH that portion of Government Lot 4, Section 32, Township
22 North, Range 4 East, W.M., in King County, Washington, lying west-
erly of Beach Drive and northerly of a line 264 feet, as measured
along the Government Meander Line, south of the north line of said
Lot 4;

TOGETHER WITH second class tide lands adjoining and extending to mean
low tide.

Section 29, Township 22 North, Range 4 East, N.1.

FEDERAL WAY PARK NO. 1

DEDICATED TO KING COUNTY - FEBRUARY 18, 1922

GRANTORS - W.S. & VIRGINIA DWINNELL

DEDICATED VALUE - \$1,200.00

PARK in the Plat of Woodmont Park Div. No. 1, as recorded in
Volume 25, page 48, records of King County, Washington.

Contains - 1.06 Acres, M/L

Account No. 953720-0080

26221

STATUTORY WARRANTY DEED: January 4, 1974

GRANTOR: CHARLOTTE KUCHER PAGE, as her separate estate.

CONSIDERATION: \$37,060.00 (Thirty-seven thousand sixty dollars and no/100:dollars)

CONVEYS AND WARRANTS TO KING COUNTY, WASHINGTON the following:

Tracts 13, 14 and 15, Woodmont Park Division No. 1, according to the plat recorded in Volume 25 of Plats, page 48, in King County, Washington.

2292
1271

SUBJECT TO: Right of the public to make necessary slopes for cuts or fills upon said premises, as dedicated in the plat.

TL 9537200075

872 Ac M/L

And. No.: 7401210513
Recorded: January 21, 1974

jb

①