



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 19, 2001

Ordinance 14131

Proposed No. 2001-0182.1

Sponsors Pullen

1 AN ORDINANCE authorizing the conveyance of certain
2 open space property to the city of Covington and authorizing
3 the executive to enter into an interlocal agreement relating to
4 the transfer of open space property to the city of Covington.

5

6

7 PREAMBLE

8 The King County desires to divest itself of ownership, management, and
9 financial responsibility for nonregional parks, open space, recreational
10 facilities and programs inside city boundaries.

11 The city of Covington incorporated on August 31, 1997, and has limited
12 open space and recreational properties.

13 The city desires to own, operate and maintain parks, open space,
14 recreation facilities and programs and other municipal programs,
15 facilities and property inside its boundaries.

16 In consideration of the mutual benefits to be derived, it would be in the
17 best interests of the citizens of King County to convey the real property
18 described in the attached interlocal agreement.

19 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

20 SECTION 1. The county executive is hereby authorized to execute the necessary
21 documents to convey real property listed in the attached agreement to the city of
22 Covington and to execute, substantially in the form of Attachment A to this ordinance, an

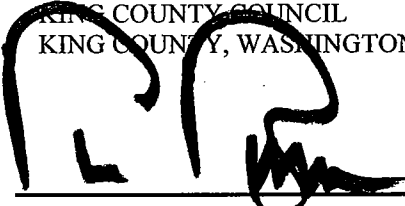
Ordinance 14131

23 interlocal agreement with the city of Covington relating to the ownership, funding,
24 operation and maintenance of parks and open space.
25

Ordinance 14131 was introduced on 4/30/01 and passed by the Metropolitan King County Council on 6/18/01, by the following vote:

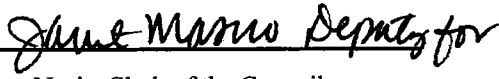
Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons
No: 0
Excused: 2 - Mr. Phillips and Mr. Pelz

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 22 day of June, 01.



Ron Sims, County Executive

Attachments A. Interlocal Agreement between King County and the City of Covington

**Interlocal Agreement Between
King County and the City of Covington**
Relating to the Ownership, Operation and Maintenance
of Open Space (Greenbelt) Properties

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

WHEREAS the City of Covington incorporated on August 31, 1997, in an area of previously unincorporated King County known as Covington; and

WHEREAS the City desires to own, operate, and maintain open space (greenbelt) properties inside its boundaries; and

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for open space (greenbelt) properties 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 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 Within thirty (30) days of execution of this agreement, 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 open space (greenbelt) properties (all as described more fully in Exhibit A, by this reference made a part hereof):

**Crystal View Estates (Tax Lot 128, Section 24, Township 22 North,
Range 5 East, W.M.) – Tax Account No. 242205-9128**

**Tract A, B and C, Emerald Downs Division No. 1. – Tax Account No.
232980-0690, 0700, 0710**

Tract A, Greenwood Estates Division No. 2 - Tax Account No. 291661-0520

Tract A & B, Meridian Trace - Tax Account No. 546930-0510 & 0520

**Tax Lot 192, Section 36, Township 22 North, Range 5 East, W.M. - Tax
Account No. 362205-9192**

1.2 All deeds to said property and property improvements ("the facilities") shall contain all reservations of record known to the County, any and all restrictions on use, transfer and/or development stemming from the prior acquisition and/or development by the County, and the following specific covenants pertaining to use:

"The City of Covington covenants to operate and maintain the site in perpetuity as a public open space (greenbelt) and/or as a public park, and/or public recreational facility." The City further covenants that it will not limit or restrict access to and use of the property 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."

1.3 The deeds shall include all easements, all reservations of record known to King County, and any specific covenants pertaining to use and maintenance of the properties.

1.4 King County will provide a copy of any and all agreements or permits related to the use of the subject properties.

1.5 The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.

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

2.1 As consideration, the City shall upon conveyance accept the properties listed in Section 1.1 above in as is condition, and assume full and complete responsibility and liability for the properties, including all operations, services, repairs, improvements, and maintenance.

3. Indemnification

3.1. The County and City shall indemnify, defend, and hold the other harmless to the extent of the indemnitor's negligence as permitted under Washington law arising out of and in connection with the performance of this Agreement.

4. Audits and Inspections.

4.1 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.

5. Waiver and Amendments.

5.1 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.

6. Entire Agreement and Modifications.

6.1 This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by written addenda or amendments, which have been agreed upon and signed by both parties. 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 Covington

King County Executive

City Manager

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

EXHIBIT "A"
LEGAL DESCRIPTIONS

Crystal View Estates (Tax Lot 128, Section 24, Township 22 North, Range 5 East, W.M.) – Commencing at the SW corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 22 North, Range 5 East, W.M.; thence along the South line of said subdivision, N.88-53-09 E. 988.67 ft. to a point on the West line of East 10 Acres of said subdivision; thence along said West line N.1-19-04 E. 42.04 ft. to the True Point of Beginning; thence continuing along said West line N.1-19-04 E. 741.15 ft.; thence leaving said West line S.48-45-09 W. 93.19 ft.; thence S.24-27-22 W. 66.55 ft.; thence S.47-13-12 E. 86.45 ft.; thence S.1-19-04 W. 180.0 ft.; thence S.88-49-49 W. 140.05 ft.; thence S.1-19-02 W. 198.04 ft.; thence S.8-03-20 W. 155.62 ft.; thence through a curve to the left having a radius of 25 ft. for an arc length of 43.27 ft. with a central angle of 99-10-11; thence N.88-53-09 E. 162.43 ft. to the True Point of Beginning; Situate in King County, Washington. – **Tax Account No. 242205-9128**

Tract A, B and C, Emerald Downs Division No. 1, as recorded in Volume 127 of Plats, pages 92 through 97, records of King County, Washington. – **Tax Account No. 232980-0690, 0700, 0710**

Tract A, Greenwood Estates Division No. 2, as recorded in Volume 112 of Plats, Pages 41 & 42, records of King County, Washington. **Tax Account No. 291661-0520**

Tract A & B, Meridian Trace, as recorded in Volume 92 of Plats, page 92, records of King County, Washington. **Tax Account No. 546930-0510 & 0520**

Tax Lot 192, Section 36, Township 22 North, Range 5 East, W.M. – The South 275 ft. of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 22 North, Range 5 East, W.M. **Tax Account No. 362205-9192**