



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 17, 2002

Ordinance 14550

Proposed No. 2002-0585.1

Sponsors Edmonds

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement between King County and the city
3 of Tukwila for transfer to the city of Fort Dent park; and
4 declaring an emergency.

5

6

7

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8

SECTION 1. Findings:

9

10 A. King County is facing a multiyear fiscal crisis that is forcing major cuts in all
11 non-mandated government services funded by the current expense fund and as a result
12 does not have a sufficient, stable source of revenue to continue to operate and maintain
Fort Dent park.

13

14 B. Due to its fiscal crisis, King County desires to divest itself of ownership,
15 management, and financial responsibility for parks, open space, recreational facilities and
programs inside and near city boundaries.

16

17 C. King County and the city of Tukwila (city) have agreed to terms of an
interlocal agreement for the transfer of Fort Dent park.

18 D. To avoid any service disruption at the park, the county and the city strongly
19 desire to complete the transfer by the end of the year. To do so, this ordinance must be
20 adopted on an emergency basis.

21 E. The recitals in the agreement set forth relevant facts supporting and explaining
22 the terms of the transfer.

23 F. King County and the city have agreed that the transfer will take place within
24 30 days following execution of the interlocal agreement by both parties.

25 G. Transfer of Fort Dent park under the terms and conditions of the attached
26 agreement will serve an important county purpose by ensuring that the park will remain
27 open and available to all county residents.

28 SECTION 2. The King County executive is hereby authorized to enter into an
29 interlocal agreement, substantially in the form of the attached agreement, with the city of
30 Tukwila relating to the transfer of Fort Dent park.

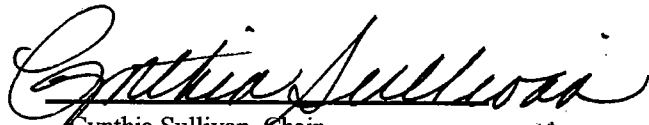
31 SECTION 3. For the reasons set forth in section 1 of this ordinance, the county
32 council finds as a fact and declares that an emergency exists and that this ordinance is

33 necessary for the immediate preservation of public peace, health or safety or for the
34 support of county government and its existing public institutions.
35

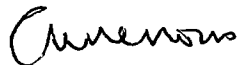
Ordinance 14550 was introduced on 12/2/2002 and passed by the Metropolitan King
County Council on 12/16/2002, by the following vote:

Yes: 13 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett,
Ms. Hague, Mr. Irons and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

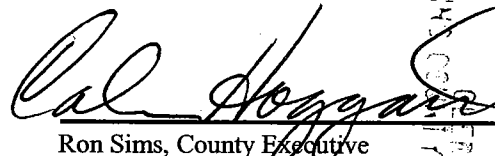

Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 17th day of December, 2002.



Ron Sims, County Executive

RECEIVED
2002 DEC 27 PM 4:03
KING COUNTY COUNCIL

Attachments A. Intergovernmental Land Transfer between King County and the City of Tukwila

Attachment A**Intergovernmental Land Transfer Agreement Between
King County and the City of Tukwila**

Relating to the Ownership, 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 Tukwila, hereinafter called "City", and King County, hereinafter called "County".

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, under the authority of RCW 36.89.050, King County Resolution 34571 and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

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

WHEREAS the County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels; and

WHEREAS the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the facility is approximately equal to the value of the property to the County; and

WHEREAS to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency, 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, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Conveyance of Title

- 1.1. Within thirty (30) days of execution of this Agreement, King County shall convey to the City by deed all its ownership interest, and/or, when possible, by assignment, any leasehold interest or shared use responsibility, in the following listed park/recreation site(s), which are described more fully in Exhibits A and B (the "Property"):

FORT DENT PARK

- 1.2 All deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

"The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that the Property will continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore."

"The City acknowledges that there are outstanding bonds that were used to finance the Property and covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation. If the City intends to take an action that could affect the tax exempt status of any outstanding bonds, such as transferring the property, limiting the public use of the Property, or causing the Property to be privately managed, the City may request in writing that the County concur that such action will not affect the tax exempt status of any outstanding bonds. Such request must contain sufficient information regarding the intended use of the Property for the County and its bond counsel to fully evaluate the proposal. If the County concurs, the County may not subsequently assert that such action violates this covenant. In determining whether a requested action will or will not affect the tax exempt status of any outstanding bonds, the County agrees to use good faith, to not unreasonably withhold concurrence, and to make its determination or to ask for

additional information within 45 days of a written request to do so by the City. If the County fails to respond to the City's request or ask for additional information within the 45 day period, the County may not subsequently assert that such action violates this covenant. If the County asks for additional information within the 45 day period, the County will have an additional 30 days from the receipt of the additional information to make its determination or the County may not subsequently assert that said action violates this covenant."

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

"The City acknowledges that a portion of the Green River Trail runs across the Property and covenants to maintain in perpetuity the Trail for public trail purposes and to maintain in perpetuity the connections between the Trail on the Property with the portions of the Green River Trail that are outside of the Property."

"The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

1.3 In conveying the Property by deed, the County shall reserve a utility easement for the sewer line that is currently located on the Property in substantially the same form as attached hereto as Exhibit C. The utility easement legal description will be verified, and if necessary, amended, based on field survey results. The survey will be completed, and any amendments made to the reservation of sewer easement, prior to recording.

1.4 In conveying the Property by deed, the County shall reserve a River Protection Easement in substantially the same form as attached hereto as Exhibit D.

2. Existing Restrictions, Agreements, Contracts or Permits, Representations and Warranties

2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

2.2 The County has issued the following special use permits for use of portions of the Property: Special Use Permit No. S-67-01 with JCR Development Co. for an underground communication conduit to provide telephone and computer data line service and Special Use Permit S-111-97 to the City of Tukwila to operate and maintain the trail on the Property. These Special Use Permits will be extinguished upon transfer of title to the City.

3. Protection of Art

- 3.1 The King County artwork currently located at the site referenced in Section 1.1, which is an untitled carved wooden sculpture, shall remain on site, and shall remain the sole property of King County. This Intergovernmental Agreement shall not be construed as conveying ownership of such artwork to the City. The City and the County hereby agree at a later date to negotiate a separate long-term agreement for any such artwork, which fully protects and preserves 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 future agreement, the City shall consult with the County prior to undertaking any activity which may impact access to and/or affect any such artwork.

4. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

- 4.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property.
- 4.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.
- 4.3 The City acknowledges and agrees that except as indicated in paragraph 5.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

5. Environmental Liability

- 5.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 5.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.

- 5.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 30 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of the Agreement prior to undertaking any remediation.
- 5.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

6. Indemnification and Hold Harmless

- 6.1 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, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- 6.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- 6.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the

effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.

6.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.

6.5 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

7. Audits and Inspections

7.1 Until December 31, 2008, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

8. Waiver and Amendments

8.1 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 by the parties hereto.

9. Entire Agreement and Modifications

9.1 This Intergovernmental Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

10. Duration and Authority

10.1 This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the

deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

11. Notice

11.1 Any notice provided for herein shall be sent to the respective parties at:

King County
King County Executive

City
Parks Director

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Tukwila

King County Executive

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State

My appointment expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State

My appointment expires _____

EXHIBIT A

King County Parks Transferring to the City of Tukwila

Name of park	Amenities/facilities
Fort Dent Park	Soccer fields, baseball fields, Green River trail

EXHIBIT B
Legal Descriptions

LEGAL DESCRIPTION:

PARCEL A:

ALL OF GOVERNMENT LOTS 1 AND 2 IN SECTION 23, TOWNSHIP 23 NORTH, RANGE
4

EAST W.M.;

EXCEPT ALL THAT PORTION OF GOVERNMENT LOTS 1 AND 5 IN SECTION 24,
TOWNSHIP

23 NORTH, RANGE 4 EAST W.M., AND ALL THAT PART OF THE LAKE IN SECTIONS
23

AND 24 LYING WEST OF THE RIGHT-OF-WAY OF MAIN LINES OF CHICAGO,
MILWAUKEE

AND ST. PAUL RAILWAY;

EXCEPT RIGHT-OF-WAY OF NORTHERN PACIFIC RAILWAY COMPANY;

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B:

THOSE PORTIONS OF LOTS 1 AND 5, IN SECTION 24, TOWNSHIP 23 NORTH, RANGE
4

EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST BOUNDARY OF THE RIGHT-OF-WAY OF THE
BURLINGTON

NORTHERN, INC., FORMERLY THE NORTHERN PACIFIC RAILWAY COMPANY, AT A
POINT

WHICH IS 550 FEET SOUTH AND ABOUT 100 FEET EAST OF THE NORTHWEST
CORNER

OF SAID SECTION 24;

THENCE SOUTHEASTERLY A DISTANCE OF 300 FEET TO A POINT WHICH IS
DISTANT 70

FEET WESTERLY FROM, MEASURED AT RIGHT ANGLES TO SAID BURLINGTON
NORTHERN, INC. RIGHT-OF-WAY BOUNDARY;

THENCE SOUTHEASTERLY PARALLEL TO AND DISTANT 70 FEET WESTERLY FROM
SAID

RIGHT-OF-WAY BOUNDARY TO WHITE RIVER;

THENCE EASTERLY ALONG SAID WHITE RIVER TO SAID RIGHT-OF-WAY
BOUNDARY;

THENCE NORTHWESTERLY ALONG SAID WEST BOUNDARY OF BURLINGTON
NORTHERN, INC. RIGHT-OF-WAY TO POINT OF BEGINNING;

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON

PARCEL C:

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 23 NORTH,
RANGE

4 EAST W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 13;
THENCE NORTH 29°51' WEST 114.7 FEET;
THENCE NORTH 66°21' EAST 153.9 FEET;
THENCE SOUTH 66°57' EAST TO A POINT ON THE EASTERLY MARGIN OF THE
CHICAGO,
MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT-OF-WAY AND
THE
TRUE POINT OF BEGINNING;
THENCE NORTHEASTERLY ALONG SAID EASTERLY MARGIN OF THE CHICAGO,
MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT-OF-WAY 108
FEET,
MORE OR LESS, TO A POINT ON THE SOUTHERLY MARGIN OF TRACT 33 OF
RENTON
SHORELANDS 2ND SUPPLEMENT, RECORDS OF KING COUNTY;
THENCE EASTERLY ALONG SAID SOUTHERLY MARGIN OF TRACT 33, 33 FEET,
MORE OR
LESS, TO THE WESTERLY MARGIN OF COUNTY ROAD NO.8 (KNOWN AS MONSTER
ROAD);
THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF COUNTY ROAD
NO.8,
104 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 74°13'19" EAST FROM
A
POINT WITH SAID TRACT OF LAND WHICH IS LOCATED ON THE SOUTHERLY
MARGIN OF
A PERMANENT EASEMENT RECORDED UNDER KING COUNTY RECORDING NO.
7202010402 AND GRANTED TO KING COUNTY FOR THE P-1 DRAINAGE CHANNEL,
SAID
POINT BEING DESCRIBED BY WASHINGTON STATE LAMBERT GRID COORDINATES
(NORTH ZONE) NORTH 176, 376.52, EAST 1, 650, 378.61;
THENCE CONTINUING SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF
COUNTY
ROAD NO.8 ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 300 FEET, THE
CENTER OF WHICH BEARS NORTH 25°21'49" EAST, AN ARC DISTANCE OF 50.74
FEET;
THENCE SOUTH 74°13'19" WEST 68.84 FEET;
THENCE SOUTH 83(41'02" WEST 60.83 FEET;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 667.96 FEET, THE
CENTER OF WHICH BEARS NORTH 15(46'41" WEST AN ARC DISTANCE OF 108.45
FEET, MORE OR LESS, THE EASTERLY MARGIN OF THE CHICAGO, MILWAUKEE,
ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT-OF-WAY;
THENCE NORTHEASTERLY ALONG SAID EASERLY MARGIN 24 FEET, MORE OR
LESS, TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT C
Sewer line Easement

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources and Parks
Wastewater Treatment Division
MS KSC-NR-600
201 South Jackson Street
Seattle, WA 98104-3855

Grantor: City of Tukwila, a municipal corporation
Grantee: King County, a political subdivision of the State of Washington
Abbreviated Legal Description: PTNS NE 1/4 23-23N-04E, NW ¼ 24-23N-04E AND SW ¼ 13-23N-04E
Project: Fort Dent Transfer
Parcel Nos.: 1323049080; 2323049001; 2423049030

RESERVATION OF UTILITY EASEMENT

THIS RESERVATION OF UTILITY EASEMENT is made and effective as of _____, 2002, between King County, a political subdivision of the State of Washington, its successors and assigns (hereinafter together referred to as "County") and City of Tukwila, a municipal corporation in the State of Washington, its successors and assigns (hereinafter together referred to as "City").

RECITALS

- A. City has agreed to acquire from the County and the County has agreed to convey to the City, for and in consideration of the terms and conditions of that certain inter-local transfer agreement, dated _____, by and between City and County, and other valuable considerations, the receipt of which is hereby acknowledged, and hereby agree to the reservation for the benefit of County, of a permanent easement over, across, along, in, upon and under, the legally described property on Exhibit A attached hereto ("Property").
- B. The County owns Utility facilities located on and under the Property. An easement for these Utility facilities had been granted to Municipality of Metropolitan Seattle (hereinafter Metro) by document dated July 30, 1962, recorded under King County Recorder's number 5469169("Metro Easements"). Since the granting of the Metro Easements, the County purchased the Property, and the County and Metro merged, thereby causing a merger of title between the Property and the Metro Easements. This Reservation of Easement shall supercede and replace the language of the Metro Easements.

c. The County's agreement to convey the Property to the City is conditioned upon the County's reservation of a permanent utility easement.

The City and County, by accepting and recording this utility easement reservation, hereby mutually covenant and agree as follows:

1. The County hereby reserves, for the purposes stated below, a permanent utility easement over, across, along, in, upon and under the property more particularly described in Exhibit B, attached hereto and incorporated herein by reference ("Utility Easement" Area):
2. The Utility Easement being granted herein is for the purpose of installing, constructing, operating, maintaining, removing, re-constructing, repairing, replacing and using sewer pipeline, pipelines, re-claimed water lines or other transmission or conveyance lines, including but not limited to communication lines or devices and optic lines with all connections, manholes and appurtenances thereto (hereinafter collectively referred to as "facilities"), within the Utility Easement Area, together with the right of ingress to and egress from said described property for the foregoing purposes.
3. The term of the utility easement shall be perpetual, and shall be appurtenant to, be binding upon, and run with the Property.
4. County shall, if the above described Property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above described Property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.
5. County shall indemnify, defend and hold harmless City, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of said County, its officers, agents, or employees' errors or omissions in the performance of activities related to this easement, provided, however, that County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of City, its elected officials, officers, agents or employees. County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, County by mutual negotiation, hereby waives as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
6. City shall indemnify, defend and hold harmless County, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of said City, its officers, agents, or employees' acts, errors or omissions on the Property, both inside and outside the Utility Easement Area, provided, however, that City's obligation to indemnify, defend and hold harmless shall not extend to injuries sickness, death or damage caused by or resulting from the sole negligence of County, its elected officials, officers, agents or employees. City agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or its agents. For this purpose, City, by mutual negotiation, hereby waives, as respects the

County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

- 7. All right, title, and interest that may be used and enjoyed without interfering with the Reservation of Utility Easement rights are reserved to the City. Except as otherwise provided herein, and after the date of this agreement, the construction, installation, or maintenance of any structures, whether temporary or permanent, shall be absolutely prohibited within the above described permanent easement area and shall be deemed an unreasonable interference with County's easement rights unless specifically approved in writing by the County. Moreover, as to such non-approved structures, the provisions of paragraph 4 and 5 above, shall not apply.

WITNESSETH, the City has hereunto signed the day and year first above written.

GRANTOR:

By: _____

Its _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the City of _____, a Washington political subdivision of the State of Washington, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Dated: _____

_____, Notary Public in and for the State of Washington, residing at _____ My appointment expires _____.

ACCEPTED AND APPROVED:

KING COUNTY

BY: _____
Pam Bissonnette, Director
Department of Natural Resources and Parks

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2001, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Pam Bissonnette, to me known to be the Director of the Department of Natural Resources and Parks of the County of King, a political subdivision of the State of Washington, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said County for the uses and purposes therein mentioned and on oath stated that she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Dated: _____

_____) Notary Public in and for the State of Washington, residing at
_____. My appointment expires _____.

Exhibit A LEGAL DESCRIPTION

See Exhibit B above.

Exhibit B UTILITY EASEMENT

That portion of Government Lots 1 and 5, Section 24, Township 23 North, Range 4 East, W.M., and Government Lot 2, Section 23, Township 23 North, Range 4 East, W.M., in King County, Washington, lying within a strip of land 50 feet in width, 25 feet on either side of the following described centerline:

Beginning at a point on the Southwesterly margin of the right of way of the Burlington Northern, Inc., formerly the Northern Pacific Railway Company, at a point which is 25 feet Northerly of, measured at right angles to, the White River;

Thence South $86^{\circ}12'08''$ West 25.43 feet;

Thence North $34^{\circ}19'06''$ West 652.11 feet to a point on a tangent curve to the right having a radius of 500 feet;

Thence along said curve a distance of 88.39 feet through a central angle of $10^{\circ}07'44''$ to a point on a reverse curve to the left having a radius of 500 feet;

Thence along said curve a distance of 85.73 feet through a central angle of $9^{\circ}49'28''$ to a point of tangency;

Thence North $34^{\circ}00'48''$ West 149.71 feet to a point on a curve to the left having a radius of 500 feet;

Thence along said curve a distance of 48.02 feet through a central angle of $5^{\circ}30'08''$ to a point on a reverse curve to the right having a radius of 500 feet;

Thence along said curve a distance of 45.35 feet through a central angle of $5^{\circ}11'50''$ to a point of tangency;

Thence North $34^{\circ}19'06''$ West 739.53 feet;

Thence North $79^{\circ}19'06''$ West 28.67 feet;

Thence North $89^{\circ}41'02''$ West 33.97 feet;

Thence South $67^{\circ}48'58''$ West 289.03 feet;

Thence North $67^{\circ}11'02''$ West 29.91 feet to a point on the centerline of the Green River Bridge projected Southerly;

Thence Northerly along said projected centerline 10 feet, more or less, to the Green River, and the terminus of said line.

ALSO, a line perpendicular to the center-line described above, between the existing soccer and rugby fields, 410 feet in length and 10 feet in width;

ALSO, a line perpendicular to the center-line described above, near the existing ball fields, 55 feet in length and 10 feet in width.

EXHIBIT D
River Protection Easement

AFTER RECORDING RETURN TO:

King County Property Services Division
500A King County Administration Building
500 Fourth Avenue
Seattle, WA 98104

Document Title: River Protection Easement
Reference Number of Related Document:
Grantor(s):
Grantee(s): King County
Legal Description:
Assessor's Tax Parcel Number:

RIVER PROTECTION EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, the GRANTOR(S),

owner(s) in fee of that certain parcel of land (the "Property"), legally described as follows:

INCLUDE LEGAL DESCRIPTION HERE

hereby grant(s) to KING COUNTY, a political subdivision of the State of Washington, its successors and assigns, agents and licensees (GRANTEE), a perpetual easement for the purposes of accessing and constructing, inspecting, monitoring, reconstructing, maintaining and repairing, river bank protection and/or other flood related works, including installing, inspecting and maintaining all vegetation and any other appurtenances thereto across, in, under, on, over and upon the following portions of the above described Property:

All portions of the above described parcel that are riverward of a line that is parallel to and thirty (30) feet landward of the stable top of the river bank on the Green River ("Easement Area"), as constructed or reconstructed,

together with reasonable ingress and egress upon the Property to access the Easement Area.

Grantee shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Easement Area for the purposes of exercising the Grantee's rights as described herein.

Grantor agrees not to plant non-native vegetation within the Easement Area and not to remove or otherwise alter any improvements installed by Grantee, including any native vegetation that may be planted and any flood protection works that may be constructed, within the Easement Area, without the prior approval of Grantee. Nothing contained herein shall be construed as granting any license, permit or right, otherwise required by law, to Grantor with respect to the Property and the Easement Area.

For the purposes of this river protection easement, the term "native vegetation" shall mean vegetation comprised of plant species, other than noxious weeds (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.

Neither Grantor nor Grantee is hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights. This river protection easement and/or any flood related works constructed or to be constructed within the Easement Area shall not be construed as granting any rights to any third person or entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be construed as waiving any immunity to liability granted to Grantee by any state statute, including Chapter 86.12 of the Revised Code of Washington, or as otherwise granted or provided for by law.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of Grantor and Grantee.

GRANTOR

GRANTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she signed and sealed the said instrument as free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the _____ day of _____, 20___.

NOTARY PUBLIC in and for the
State of Washington, residing
at _____
My commission expires _____