



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 17, 2002

Ordinance 14554

Proposed No. 2002-0592.2

Sponsors Edmonds and Irons

1 AN ORDINANCE authorizing the executive to enter into an
2 interlocal agreement between King County and the city of
3 Issaquah for transfer to the city of Sammamish Cove park.
4
5

6 **STATEMENT OF FACTS:**

- 7 1. King County and the city of Issaquah (city) have agreed to terms for an
8 interlocal agreement for the transfer of Sammamish Cove park.
9 2. The recitals in the agreement set forth relevant facts supporting and
10 explaining the terms of the transfer.
11 3. King County and the city have agreed that the transfer will take place
12 within thirty days of execution of the proposed interlocal agreement.
13 4. Transfer of Sammamish Cove park under the terms and conditions of
14 the attached agreement will serve an important county purpose by
15 ensuring that the park will remain open and available to all county
16 residents.

17 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

18 SECTION 1. The King County executive is hereby authorized to enter into an
19 interlocal agreement, substantially in the form of the attached agreement, with the city of
20 Issaquah relating to the transfer of Sammamish Cove park.

21

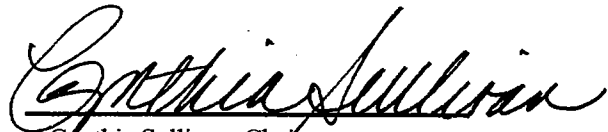
Ordinance 14554 was introduced on 12/2/2002 and passed by the Metropolitan King
County Council on 12/16/2002, by the following vote:

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

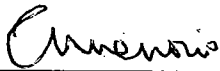
No: 0

Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

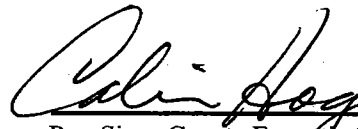

Cynthia Sullivan, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 17th day of December, 2002.


Ron Sims, County Executive

RECEIVED
2002 DEC 27 PM 4: 01
KING COUNTY COUNCIL

Attachments

A. Intergovernmental Land Transfer Agreement between King County and the City of
Issaquah, dated, December 11, 2002

Attachment A**Revised Intergovernmental Land Transfer Agreement Between
King County and the City of Issaquah
December 11, 2002**

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 Issaquah, 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 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"):

Sammamish Cove 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 acknowledges that the Property was purchased for open space purposes with funds from Open Space Bonds authorized in 1989 by King County Ordinance 9071 and covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 9071, including that the City covenants that the Property will continue to be used for the purposes contemplated by Ordinance 9071, which prohibits both active recreation and motorized recreation such as off-road recreational vehicles but allows passive recreation, that the Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by Ordinance 9071, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore."

"The City covenants that so long as there are outstanding County bonds related to the Property, it shall not use the Property in a manner that would cause the interest on such bonds to no longer be exempt from federal income taxation."

"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 any and all user fees charged for the Property, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City."

"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."

1.2 In Conveying the Property by deed, the County shall reserve a utility easement in substantially the same form as attached hereto as Exhibit C.

2. Existing Restrictions, Agreements, Contracts or Permits

2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title set forth in the legal description attached to this Agreement, set forth as an exception in the _____ Title Insurance Company Commitment for Title Insurance No. _____ dated _____, and/or set forth in the deed of conveyance.

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

3.1 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.

3.2 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.

3.3 The City acknowledges and agrees that except as indicated in paragraph 4.2, 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.

4. Environmental Liability

4.1 "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.

4.2 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.

- 4.3 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 reasonably promptly notify the County in writing. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to any undertaking of remediation. Failure to meet the notice requirements of this section does not preclude the City from filing a claim against the County for contribution under federal or state law.
- 4.4 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.

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, (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 4 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.
- 5.2 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.
- 5.3 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 4 of this Agreement, and except to the extent that the occurrence is caused by or results from a negligent act or omission of King County, its officers, agents and employees occurring on or after the effective date of conveyance of the Property to the City. 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.

5.4 Each Party to this Agreement shall reasonably promptly 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.

5.5 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.

6. Audits and Inspections

6.1 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.

7. Waiver and Amendments

7.1 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.

8. Entire Agreement and Modifications

8.1 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.

9. Duration and Authority

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 Issaquah

Name of park

Amenities/facilities

Sammamish Cove Park

EXHIBIT B
Legal Descriptions

Servient Property:

Government Lot 4, EXCEPT Primary State Highway No. 2 as now located and established, EXCEPT right of way for King County Drainage District No. 4, condemned in King County Superior Court Cause No. 115812 and EXCEPT any portion lying south and west of a line established in boundary agreement recorded under Auditor's File No. 5228379, records of King County, TOGETHER WITH the second class shorelands adjoining;

ALSO, that portion of Government Lot 5 and of Government Lot 6 lying northeasterly of Primary State Highway No. 2 as now located and established, EXCEPT that portion thereof lying westerly of the easterly line of a tract of land conveyed to Joe A. Chandler and Marie B. Chandler, his wife, by deed dated October 18, 1960, and recorded as Auditor's File No. 5214298, records of King County, TOGETHER WITH the second class shorelands adjoining;

ALSO, that portion of the Northeast Quarter of the South-West Quarter lying northeasterly of Primary State Highway No. 2 as now established and located; ALL in Section 20, Township 24 North, Range 6 East, W.M.;

Easement:

A permanent easement over, across, along, in, upon and under that portion of the above-described property, included within a strip of land 30 feet in width lying 15 feet on each side of the following described center line:

Beginning at a point on the south line of Section 18, Township 24 North, Range 6 East, W.M., said point being South 88°18'42" East 2469.448 feet along the south line of said Section 18 from the south quarter corner thereof; said point of beginning being designated as North 206,478.459 East 1692,618.946 Washington Coordinate System, North Zone; thence South 5°26'46" West 92.372 feet; thence South 10°03'25" East 102.362 feet; thence South 40°43'24" East 424.500 feet; thence South 33°08'00" East 144.500 feet; thence South 15°03'00" East 144.500 feet; thence South 37°43'00" East 130.774 feet; thence South 10°52'00" West 74.500 feet; thence South 4°51'00" East 118.765 feet; thence South 25°14'00" East 144.500 feet; thence South 61°28'09" East 269.553 feet; thence North 86°24'00" East 214.500 feet; thence South 79°16'00" East 354.500 feet to point of terminus; said point of terminus being North 47°36'12" West 1908.533 feet from the center of Section 20, Township 24 North, Range 6 East, W.M., (said center point of Section 20 being North 89°42'01" East 2669.30 feet from the west

quarter corner of said Section 20 as measured along the east-west center line thereof)and said point of terminus being designated as
North 205,096.49 East 1693,958.30 Washington Coordinate System;

ALSO, a permanent easement over, across, along, in, upon and under a strip of land 10 feet in width lying 5 feet on each side of a 21-inch water intake line as constructed from a point on the sewer trunk line as described above and extending lakeward to the outer limits of the second class shorelands.

ALSO, a permanent easement over, across, along, in, upon and under a strip of land 15 feet in width lying 7-1/2 feet on each side of the following described center line:

Beginning at a point in Section 20, Township 24 North, Range 6 East, W.M., said point being North 47°36'12" West 1908.533 feet from the center of said Section 20 (said center point of Section 20 being North 89°42'01" East 2669.30 feet along the east-west center line of said Section 20 from the west quarter corner thereof) and said point of beginning being designated as North 205.096 49 East 1693,958.30 Washington Coordinate System, North Zone; thence South 87°46'36" East 347.47 feet, thence South 54°23'42" East 1332.14 feet; thence South 1°19'59" West 458.19 feet, more or less, to intersection with the north line of said Primary State Highway No. 2, said point of intersection being 10 feet easterly from the north-south center line of said Section 20 as measured at right angles thereto;

ALSO, County has constructed on the shorelands adjoining the property described in Exhibit A, a pile supported dock. Said dock extends over a manhole located in County's trunk sewer line in Lake Sammamish and said dock has a bolted access cover over the top of the manhole. The dock shall be transferred as part of the Property, but County shall have the right of ingress to and egress from said access cover for the purpose of routine inspection and maintenance only and said dock shall remain where installed as long as County has the above-described sewer line in operation.

Exhibit C

Recording Requested By And
When Recorded Mail To:

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

Grantor: City of Issaquah, a municipal corporation
Grantee: King County, a political subdivision of the State of Washington
Abbreviated Legal Description: GOV. LOT 3-6, SECTION 20 TOWNSHIP 24N RANGE 06E
Assessor's Tax Parcel Nos.: 202406-9070-08
Project: Sammamish Cove Transfer
Parcel No.:

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 Issaquah, 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 documents dated April 20, 1967, recorded under King County Recorder's number 6171993, and document dated July 7, 1967, recorded under King County Recorder's number 6207199("Metro Easements"). Since the granting of the Metro Easements, 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 permanent utility easements.

The City and County, by accepting and recording this Reservation of Utility Easement,

hereby mutually covenant and agree as follows:

1. The County hereby reserves, for the purposes stated below, permanent utility easements 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 or pipelines with all connections, manholes and appurtenances thereto, including fibre optic or communications lines used in conjunction with a sewer pipeline (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 it’s obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of it’s 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 it’s obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of it’s 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

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 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 _____.
