



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**May 20, 2003**

**Ordinance 14660**

**Proposed No.** 2003-0197.1

**Sponsors** Edmonds

1           AN ORDINANCE authorizing the executive to enter into  
2           an interlocal exchange agreement between King County  
3           and the Auburn School District No. 408 for exchange of  
4           county park and district property in the Lea Hill area.

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

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**SECTION 1. Findings:**

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A. King County is facing a multi-year fiscal crisis that is forcing major cuts in all

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non-mandated government services funded by the current expense fund and as a result

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does not have a sufficient, stable source of revenue to develop, operate and maintain

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county park property.

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B. Due to its fiscal crisis, King County desires to divest itself of ownership,

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management, and financial responsibility for parks, open space, recreational facilities and

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programs inside and near city boundaries.

16 C. King County and the Auburn School District ("district") have agreed to terms  
17 of an interlocal exchange agreement for the transfer of county and district property in the  
18 Lea Hill area.

19 D. The recitals in the agreement set forth relevant facts supporting and explaining  
20 the terms of the transfers. The property being transferred to the district is surplus to the  
21 county's needs.

22 E. King County and the district have agreed that the transfers will take place  
23 within thirty days following execution of the interlocal agreement by both parties.

24 F. Exchange of park and district property under the terms and conditions of the  
25 attached agreement will serve an important county purpose by ensuring that park land is  
26 available for development in the Lea Hill area and that the district has sufficient land to  
27 construct a new high school facility.

28 SECTION 2. The King County executive is hereby authorized to enter into an  
29 interlocal agreement and the related agreements, substantially in the form of the attached

**Ordinance 14660**

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30 interlocal agreement and the related agreements attached as exhibits thereto, with the  
31 Auburn School District for the exchange of real property.

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Ordinance 14660 was introduced on 4/28/2003 and passed by the Metropolitan King  
County Council on 5/19/2003, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Gossett, Ms. Hague,  
Mr. Irons and Ms. Patterson  
No: 0  
Excused: 0

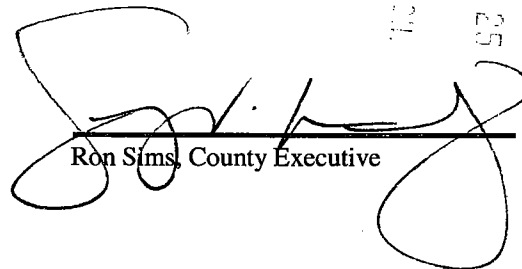
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

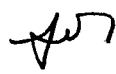
ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 30<sup>th</sup> day of May, 2003.

  
Ron Sims, County Executive

RECEIVED  
2003 MAY 25  
KING COUNTY CLERK  
ANNE NORIS



**Attachments**      A. Intergovernmental Exchange Agreement

## INTERGOVERNMENTAL EXCHANGE AGREEMENT

THIS INTERGOVERNMENTAL EXCHANGE AGREEMENT (this "Agreement") is made and entered into between AUBURN SCHOOL DISTRICT NO. 408, a municipal corporation of the State of Washington (the "District"), and KING COUNTY, a municipal corporation of the State of Washington (the "County").

### RECITALS

A. The County is the owner of that certain parcel of real property located in King County, Washington, which comprises approximately 10 acres of real property, and more particularly described on Exhibit A (as more particularly defined below, the "County Property"). The County Property is part of a larger parcel of property (the "Jacobsen Parcel") which the County has separated into two legal lots, one of which is the County Property.

B. The District is the owner of that certain parcel of real property located in King County, Washington, which comprises approximately 10 acres of real property, and is more particularly described on Exhibit B (as more particularly defined below, the "District Property").

C. 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.

D. 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.

E. The Jacobsen Parcel is an undeveloped park that is located in the potential annexation area of the City of Auburn (the "City") that is also known as the East Auburn Athletic Fields.

F. 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.

G. 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.

H. 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 Jacobsen Parcel is approximately equal to the value of the property to the County.

I. It is in the best interest of the public that the County take those actions necessary to ensure that the parks, open space, recreational facilities and programs that it can no longer afford to manage and maintain remain open and available to the public.

J. The County desires to transfer ownership of the Jacobsen Parcel for continued use as a park. The City has informed the County that it wishes to own the portion the Jacobsen Parcel that is not the County Property for use as a park, and that it wishes to own the District Property for use as a park.

K. The County has informed the District that the County does not wish to own the District Property, but instead desires to cause the District to transfer the District Property to the City for use as a park.

L. The County Property and the District Property are of equal monetary and recreational value, and the parties have agreed to make the exchange of properties in consideration of the terms and conditions of this Agreement and no further consideration.

M. The District has determined that the County Property is a more suitable location for future District facilities. By exchanging for the County Property, the District has determined that the District Property has no foreseeable use, rendering it surplus property. The District Property and the County Property are sometimes collectively referred to herein as the "Properties."

N. The District and the County wish to exchange their Properties pursuant to the requirements of, and under the authority of, RCW 39.33.010 *et seq.* (Intergovernmental Disposition of Property), and K.C.C. 4.56.140 (Intergovernmental Sales and Leases of Real Property) and the terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

## **AGREEMENT**

### **1. BASIC DEFINITIONS**

As used herein, certain capitalized terms shall have the meanings set forth in this Section 1 for each such term.

#### **1.1 Closing Date**

The term "Closing Date" shall mean the date upon which the escrow described in Section 5.1 closes, which date shall be no later than the date specified in Section 5.5 hereof.

## **1.2 County Property**

The term "County Property" shall mean that certain real property located in King County, Washington, more particularly described in Exhibit A attached hereto, together with any and all improvements located thereon, and all right, title and interest of the County in any alleys, strips or gores of land adjoining that real property, and all right, title and interest of the County in any easements and rights of way in, to, on or under that real property, or appurtenant thereto.

## **1.3 District Leases**

The term "District Leases" shall mean (i) that certain Residence Lease, dated July 9, 2001, between the District and Sheila McCord, and (ii) that certain Residence Lease, dated July 24, 2001, among the District, Christopher McNabb and Patricia McNabb. Sheila McCord, Christopher McNabb and Patricia McNabb are collectively referred to herein as the "Lessees."

## **1.4 District Property**

The term "District Property" shall mean that certain real property located in King County, Washington, more particularly described in Exhibit B attached hereto, together with any and all improvements located thereon, and all right, title and interest of the District in any alleys, strips or gores of land adjoining that real property, and all right, title and interest of the District in any easements and rights of way in, to, on or under that real property, or appurtenant thereto.

## **1.5 Title Company**

The term "Title Company" shall mean TransNation Title Insurance Company, whose address for this transaction is as follows:

14450 NE 29<sup>th</sup> Place, Suite 200  
 Bellevue, WA 98007  
 Attn: Randy L. Rieman  
 Fax No.: (425) 646-0545  
 Phone No.: (800) 441-7701

## **2. EXCHANGE OF THE PROPERTIES**

### **2.1 Exchange of the County Property**

The County agrees to convey the County Property to the District, and the District agrees to accept the County Property from the County, upon all of the terms, covenants and conditions set forth in this Agreement.

## **2.2 Exchange of the District Property**

### **2.2.1 Exchange of the District Property**

The District agrees to convey the District Property to the County, or to the City if a Partial Assignment is completed as provided in Section 2.2.3, and the County, or its assignee, agrees to accept the District Property from the District, upon all of the terms, covenants and conditions set forth in this Agreement.

### **2.2.2 Assignment of the District Leases**

The District agrees to assign all right, title and interest in and to the District Leases to the County, or to the City if a Partial Assignment is completed as provided in Section 2.2.3, and the County, or its assignee, agrees to accept and assume the District Leases from the District, pursuant to an Assignment and Assumption of District Leases Agreement substantially in the form attached hereto as Exhibit C (the "Assignment of Leases"). The District shall deposit into escrow written notices to the Lessees regarding the assignment of the District Leases ("Notice to Lessees"). The Notice to Lessees shall inform the Lessees of the new owner of the District Property, and instruct the Lessees to send any rental payments after the Closing Date to the new owner of the District Property.

### **2.2.3 The County's Assignee; the Partial Assignment; the Covenant**

The District agrees to convey the District Property and assign the District Leases to the County's assignee, the City, upon receipt of a Partial Assignment of Intergovernmental Exchange Agreement (the "Partial Assignment") substantially in the form attached hereto as Exhibit D from the County and the City at least five (5) business days prior to closing. Upon receipt of the Partial Assignment, duly executed and acknowledged by the City and the County, the District shall also duly execute and acknowledge this Assignment. The Partial Assignment shall assign to the City all of the County's rights, interests, warranties, duties and obligations with regard to the transfer of the District Property. It shall not, however, assign or delegate any of the County's rights, interests, warranties, duties or obligations with regard to the transfer of the County Property, and the County shall remain fully liable to the District for the performance of all of the County's obligations hereunder with respect to the conveyance of the County Property to the District. In the event that the Partial Assignment is fully executed, the parties agree to record a covenant against the District Property, substantially in the form attached hereto as Exhibit E (the "Covenant"), whereby the District Property shall be restricted from any use other than as a public park, subject to the pre-existing rights of the Lessees. The County and the District agree to cooperate in good faith in obtaining the City's consent to the Partial Assignment, the District Deed (hereinafter defined), the Assignment of Leases and the Covenant. In the event that the City does not fully execute the Partial Assignment and give its consent to the aforementioned instruments at least one business day prior to the Closing Date, then this Agreement shall terminate automatically without further action required of either party.

### **2.3 Review of the County Property; Disclaimer**

Except as otherwise expressly provided in Section 3 below, the County does not make any representations or warranties, express or implied, regarding the County Property or its value or matters affecting the County Property, including, without limitation, the physical condition of the County Property, pest control matters, wetlands, soil and groundwater condition, compliance with the Americans With Disabilities Act of 1990, or other building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, access or availability of utilities. The District acknowledges (i) that the District has entered into this Agreement with the intention of relying upon its own investigation of the physical, environmental, economic, title and legal condition of the County Property, and (ii) that the District is not relying upon any representations and warranties, other than those specifically set forth in Section 3 below, made by the County or anyone acting or claiming to act on the County's behalf concerning the County Property or its value. The District agrees that, except as otherwise expressly provided in Section 3 below, the County Property is to be conveyed to and accepted by the District in its "AS IS" condition with all faults on the Closing Date and assumes the risk that adverse physical, environmental (including the existence or nonexistence of hazardous materials) or economic conditions may not have been revealed by its investigation. Effective upon closing, and except with respect to any claims arising out of (1) any breach by the County of (a) any covenants of the County contained in this Agreement or in any instruments delivered to the District at closing pursuant to this Agreement, or (b) any of the representations or warranties of the County set forth in Section 3 below or in any instruments delivered to the District at closing pursuant to this Agreement, or (2) the County's fraud or deliberate misrepresentation, the District, for itself and its agents and its successors and assigns, hereby releases and forever discharges the County from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Agreement, which the District has or may have in the future, arising out of the physical or economic condition of the County Property as of the Closing Date. The District hereby specifically acknowledges that the District has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

### **2.4 Review of the District Property; Disclaimer**

Except as otherwise expressly provided in Section 3 below, the District does not make any representations or warranties, express or implied, regarding the District Property or its value or matters affecting the District Property, including, without limitation, the physical condition of the District Property, pest control matters, wetlands, soil and groundwater condition, compliance with the Americans With Disabilities Act of 1990, or other building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, access or availability of utilities. The County acknowledges (i) that the County has entered into this Agreement with the intention of relying upon its own investigation of the physical, environmental, economic, title and legal



condition of the District Property, and (ii) that the County is not relying upon any representations and warranties, other than those specifically set forth in Section 3 below, made by the District or anyone acting or claiming to act on the District's behalf concerning the District Property or its value. The County agrees that, except as otherwise expressly provided in Section 3 below, the District Property is to be conveyed to and accepted by the County in its "AS IS" condition with all faults on the Closing Date and assumes the risk that adverse physical, environmental (including the existence or nonexistence of hazardous materials) or economic conditions may not have been revealed by its investigation. Effective upon closing, and except with respect to any claims arising out of (1) any breach by the District of (a) any covenants of the District contained in this Agreement or in any instruments delivered to the County at closing pursuant to this Agreement, or (b) any of the representations or warranties set forth in Section 3 below or in any instruments delivered to the County at closing pursuant to this Agreement, or (2) the District's fraud or deliberate misrepresentation, the County, for itself and its agents and its successors and assigns, hereby releases and forever discharges the District and its agents, directors and employees from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Agreement, which the County has or may have in the future, arising out of the physical or economic condition of the District Property as of the Closing Date. The County hereby specifically acknowledges that the County has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

## **2.5 Exchange Price**

The parties agree that the County Property and the District Property are of equal monetary and recreational value, and further agree to convey their respective Properties to each other in consideration of the mutual promises and covenants contained in this Agreement, and the receipt by each party of the other party's property, and for no additional consideration.

## **3. REPRESENTATIONS AND WARRANTIES**

Each party represents and warrants to the other party as follows:

(i) Such party has all requisite power and authority to own its Property; has requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder and the transactions contemplated hereby; and the documents and instruments contemplated hereby will be duly authorized by all necessary action on such party's part.

(ii) This Agreement has been, and the documents and instruments contemplated hereby will be, duly executed and delivered by such party, and constitute such party's legal, valid and binding obligation(s) enforceable according to its terms.

The foregoing representations and warranties shall remain true at all times from the Effective Date of this Agreement through the Closing Date, and each party's rights to enforce such representations and warranties shall survive the closing and shall not be merged into any documents delivered at closing. Each party shall indemnify and defend the other party against all claims, suits, actions, proceedings, judgments, liabilities, obligations, liens, losses, damages, penalties, fines, costs, and expenses, including reasonable attorney fees, court costs, and settlement costs, arising out of, or having to do with, the breach by the other party of any of the foregoing representations and warranties, regardless of whether such breach is discovered before or after the closing.

#### **4. CONDITIONS PRECEDENT**

##### **4.1 Conditions to the County's Obligations**

Notwithstanding anything in this Agreement to the contrary, the County's obligations under this Agreement shall be subject to and contingent upon the satisfaction, or waiver by the County, of the following conditions precedent under this Section 4.1:

(i) On or before the Closing Date, the District shall have delivered into escrow the documents specified in Section 5.1.2; and

(ii) On or before the Closing Date, all other conditions to closing for the benefit of the County expressly set forth in this Agreement with regard to the exchange of the Properties shall have been fulfilled or waived.

##### **4.2 Conditions to the District's Obligations**

Notwithstanding anything in this Agreement to the contrary, the District's obligations under this Agreement shall be subject to and contingent upon the satisfaction, or waiver by the District, of the following conditions precedent under this Section 4.2:

(i) On or before the Closing Date, the County shall have delivered into escrow the documents specified in Section 5.1.1; and

(ii) On or before the Closing Date, all other conditions to closing for the benefit of the District expressly set forth in this Agreement with regard to the exchange of the Properties shall have been fulfilled or waived.

##### **4.3 Failure or Waiver of Conditions Precedent**

In the event any of the conditions set forth in Section 4 are not fulfilled or waived by the party intended to be benefited thereby, this Agreement shall terminate and the parties shall have no further obligations except as otherwise expressly provided in this Agreement. Either party may, at its election, at any time or times on or before the date (and, if indicated, the time) specified for the satisfaction of the condition, waive in writing the benefit of any of the conditions set forth in this Section 4.

## 5. ESCROW AND CLOSING

### 5.1 Escrow Arrangements

The parties acknowledge and agree that an escrow for the exchange of the Properties contemplated by this Agreement shall be opened with the Title Company. On or before the Closing Date, the County and the District shall each deliver escrow instructions to the Title Company consistent with this Section 5 and the parties shall deposit in escrow the funds and documents described below.

#### 5.1.1 The County Deliveries

The County shall deposit or cause to be deposited:

- (i) a duly executed and acknowledged quitclaim deed in the form attached to this Agreement as Exhibit F (the "County Deed") for the County Property;
- (ii) a counterpart original of the Assignment of Leases, duly executed and acknowledged by the County, or if the County so elects, by the City;
- (iii) the Partial Assignment, duly executed and acknowledged by the County and the City, if necessary;
- (iv) sufficient cash to pay the County's share of escrow costs, prorations and closing expenses as set forth in Sections 5.3 and 5.4 below;
- (v) a duly executed real estate excise tax affidavit with respect to each Property; and
- (vi) such other documents and instruments as may be necessary to transfer, convey, and assign to the District all other rights and interests to effectuate the terms of this Agreement.

#### 5.1.2 The District Deliveries

The District shall deposit:

- (i) a duly executed and acknowledged quitclaim deed in the form attached to this Agreement as Exhibit G (the "District Deed") for the District Property, together with the consent of the City to the conveyance, if necessary;
- (ii) in the event that the Partial Assignment for the transfer the District Property to the City is fully executed, a duly executed and acknowledged copy of the Covenant, together with the consent of the City to the encumbrance;

- (iii) a counterpart original of the Assignment of Leases, duly executed and acknowledged by the District;
- (iv) a counterpart original of the Partial Assignment, duly executed and acknowledged by the District, if necessary;
- (v) originals of the Notices to Lessees;
- (vi) sufficient cash to pay the District's share of escrow costs, prorations and closing expenses as set forth in Sections 5.3 and 5.4 below;
- (vii) a duly executed real estate excise tax affidavit with respect to each Property; and
- (viii) such other documents and instruments as may be necessary to transfer, convey, and assign to the County (or its assignee, the City) all other rights and interests to effectuate the terms of this Agreement.

## **5.2 Title Company's Duties and Closing**

The County and the District shall instruct the Title Company to close escrow on the Closing Date by:

- (i) (a) Recording the following documents in the following order: the County Deed, the District Deed, and, if applicable, the Covenant, and (b) delivering the real estate excise tax affidavits to the appropriate governmental office;
- (ii) Mailing the Notices to Lessees;
- (iii) Paying all closing costs and making all prorations in accordance with Sections 5.3 and 5.4 of this Agreement, and preparing a closing statement of adjustments and prorations to be approved by the County and the District (the "Closing Statement");
- (iv) Delivering to the County, or its assignee, a pro forma of an owner's policy of title insurance (a "Title Policy") (together with the Title Company's irrevocable commitment to deliver the original of the Title Policy to the County as soon as possible after the closing) if a Title Policy is requested by the County, the Title Company's certified Closing Statement, a conformed copy of the District Deed, a conformed copy of the Covenant (if necessary), an original of each of the Assignment of Leases and the Partial Assignment, and copies of all other documents deposited into escrow; and
- (v) Delivering to the District a pro forma of a standard coverage A.L.T.A. Form B-1970 owner's policy of title insurance, dated as of the Closing Date, insuring the District as the owner of the County Property in an amount to be determined by the

District, and subject only to those exceptions shown on the Title Company's preliminary commitment for title insurance order no. 200-10077834, dated October 30, 2002, as amended by that certain Supplemental No. 1 Title Commitment, dated November 21, 2002, that certain Supplemental No. 2 Title Commitment, dated November 27, 2002, and that certain Supplemental No. 3 Title Commitment, dated February 14, 2003 (collectively, the "District's Title Policy"), together with such special endorsements as the District may reasonably require, including without limitation, a "legal lot" or subdivision endorsement (together with the Title Company's irrevocable commitment to deliver the original of the District's Title Policy to the District as soon as possible after the closing), the Title Company's certified Closing Statement, a conformed copy of the County Deed, an original of each of the Assignment of Leases and the Partial Assignment, and copies of all other documents deposited into escrow.

### **5.3 Closing Costs**

The parties anticipate this transaction to be exempt from real estate excise taxes. The District and the County will pay an equal share of the escrow fee. The County may assign a portion of this obligation to the City in the Partial Assignment, provided, however, that such assignment shall not delay the closing and the County shall remain fully liable for such obligations notwithstanding such assignment. Each party shall pay the cost of its own Title Policy, if any, and extended coverage and any and all other endorsements desired by such party, and survey costs (if such party obtains its own survey). Each party shall pay the recording costs for its respective Deed. The District shall pay the recording costs for the Covenant. Each party shall pay its own attorneys' fees. Except as otherwise provided in this section, all other expenses shall be paid by the party incurring such expenses.

### **5.4 Prorations**

The County and the District shall cooperate to produce on or before the Closing Date a schedule of prorations which is as complete and accurate as reasonably possible. All prorations which can be reasonably estimated as of the Closing Date shall be made in escrow on the Closing Date. All other prorations and any adjustments to initial estimated prorations shall be made by the County and the District within thirty (30) days following the Closing Date or such later time as may be required, in the exercise of due diligence, to obtain the necessary information for proration. Any net credit due one party from the other as a result of such post-closing prorations and adjustments shall be paid to the other in cash immediately upon the parties' written agreement to a final schedule of post-closing adjustments and prorations.

#### **5.4.1 Real Estate Taxes**

All real estate taxes that become due and payable in the year of closing shall be prorated between the parties based on the Closing Date. If the tax statement for the year of closing has not been issued by the time of closing, the amounts to be paid under this

paragraph shall be estimated on the basis of the most recent tax statement and then adjusted once the tax statement for the year of closing is issued.

#### **5.4.2 Rents Under the District Leases**

All rents owed by the Lessees under the District Leases shall be prorated between the parties based on the Closing Date. Any rents received by the District after the Closing Date with respect to the period after the Closing Date shall be remitted to the County or its assignee within a reasonable time after they are received.

#### **5.5 Closing Date**

The Closing Date shall be thirty (30) days after the Effective Date of this Agreement.

### **6. POSSESSION**

Each party agrees to deliver possession of its respective Property to the other party on the Closing Date, but the District Property shall be conveyed subject to the District Leases.

### **7. ASSIGNMENT**

Subject to the terms of Section 2.2.3, neither party may assign its rights under this Agreement or delegate its obligations under this Agreement without prior written consent of the other party. Any purported assignment that does not meet the requirements of this Section 7 shall be void.

### **8. DEFAULT**

If either party shall be in default of any of its obligations hereunder and such default shall not have been cured within ten (10) days after notice thereof from the other party (or if the default is curable, but cannot reasonably be cured within said period, there shall be no default so long as such party begins to cure such default within said period and diligently pursues such action to completion), the non-defaulting party shall have the right to pursue its rights and remedies available in law or in equity. Each party shall have the right to restrain by injunction any violation or threatened violation by any other party of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition is not adequate.

### **9. ATTORNEYS' FEES**

In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, including those on appeal.

## **10. SUCCESSORS AND ASSIGNS**

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall both bind and benefit both parties and their successors and permitted assigns.

## **11. INTEGRATION**

This Agreement, together with the attached Exhibits, is the entire contract between the parties and constitutes the final and complete expression of the parties regarding the exchange of the Properties, and no representations, inducements, promises, understandings, or agreements (whether express or implied, or whether oral or written) made before the execution of this Agreement will change its terms or have any effect. This Agreement may be changed only by a writing signed by both the County and the District.

## **12. SEVERABILITY**

The invalidity or unenforceability of one provision of this Agreement will not affect the validity or enforceability of the other provisions.

## **13. TIME**

Time is of the essence in each and every covenant and condition of this Agreement.

## **14. HOLIDAYS**

Should the last day for giving any notice or taking any action required or permitted under this Agreement fall on a Saturday, Sunday or legal holiday, the last day shall be postponed until the next business day.

## **15. NON-MERGER**

The terms and provisions of this Agreement shall not merge in, but shall survive, the closing of the transaction contemplated hereunder and the deeds to be delivered pursuant thereto.

## **16. NOTICES**

Unless expressly provided otherwise, all notices and other communications to be given under this Agreement by either party to the other shall be in writing. All written notices shall be sent, postage prepaid, by certified or registered mail, return receipt requested, or may be personally delivered, and shall be deemed given three (3) business days after the date when postmarked (if mailed) or when actually received (if personally delivered). Written notices shall be sent to the parties at the following addresses, unless a party gives written notice to the other party that notices shall be sent to it at another address:

To the District: Auburn School District No. 408  
 915 Fourth Street N.E.  
 Auburn, Washington 98002  
 Attn: Michael Newman  
 Fax No: (253) 804-4502  
 Phone No: (253) 931-4930

with a copy to: Perkins Coie LLP  
 1201 Third Avenue  
 Seattle, Washington 98101  
 Attn: William L. Green  
 Fax No: 206/583-8500  
 Phone No: 206/583-8888

To the County: King County  
 Room 700, King Street Center  
 201 South Jackson Street  
 Seattle, Washington 98104  
 Attn: Bob Burns, Acting Manager,  
 Parks and Recreation Division, DNRP  
 Fax No: 206/296-8686  
 Phone No: 206/296-8631

with a copy to: King County Prosecutor's Office, Civil Division  
 King County Courthouse  
 516 3<sup>rd</sup> Avenue  
 Seattle, WA 98105  
 Attn: Peter G. Ramels  
 Fax No: 206/296-0191  
 Phone No: 206/296-9015

## 17. COUNTERPARTS

This Agreement may be signed in counterparts, only one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## 18. EFFECTIVE DATE

This Agreement shall be effective when duly executed and acknowledged by both parties.

## 19. EXHIBITS

The following Exhibits are attached to this Agreement and by this reference are made a part hereof:



- Exhibit A: Legal Description of the County Property
- Exhibit B: Legal Description of the District Property
- Exhibit C: Form of Assignment and Assumption of District Leases Agreement
- Exhibit D: Form of Partial Assignment of Intergovernmental Exchange Agreement
- Exhibit E: Form of Covenant Agreement
- Exhibit F: Form of Quitclaim Deed for the County Property
- Exhibit G: Form of Quitclaim Deed for the District Property

IN WITNESS WHEREOF, the parties have signed this Agreement below.

**The County:**

KING COUNTY, a municipal corporation of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The District:**

AUBURN SCHOOL DISTRICT NO. 408, a municipal corporation of the State of Washington

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2003, 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 person who signed as \_\_\_\_\_ of AUBURN SCHOOL DISTRICT NO. 408, a municipal corporation of the State of Washington, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was duly elected, qualified and acting as said officer of the corporation, that \_\_\_\_\_ was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_.  
My appointment expires: \_\_\_\_\_.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2003, 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 person who signed as \_\_\_\_\_ of KING COUNTY, a municipal corporation of the State of Washington, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was duly elected, qualified and acting as said officer of the corporation, that \_\_\_\_\_ was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_.  
My appointment expires: \_\_\_\_\_.

**EXHIBIT A**  
**to Intergovernmental Exchange Agreement**

**LEGAL DESCRIPTION OF THE COUNTY PROPERTY**

THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

THENCE SOUTH  $87^{\circ}36'42''$ EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 1291.67 FEET TO THE WEST MARGIN OF 132<sup>ND</sup> AVENUE EAST (LOCATED 30 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 4);

THENCE SOUTH  $01^{\circ}29'46''$ WEST ALONG SAID WEST MARGIN 337.77 FEET TO A LINE PARALLEL WITH AND 337.73 FEET SOUTHERLY (WHEN MEASURED AT RIGHT ANGLES) OF SAID NORTH LINE OF SAID SUBDIVISION;

THENCE NORTH  $87^{\circ}36'42''$ WEST ALONG SAID PARALLEL LINE 1292.14 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE NORTH  $01^{\circ}34'25''$ EAST ALONG SAID WEST LINE 337.76 FEET TO THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.

THE BASIS OF BEARINGS AND THE SECTION BREAKDOWN USED FOR THIS DESCRIPTION IS RECORD OF SURVEY FILED IN BOOK 142 OF SURVEYS AT PAGE 12 UNDER RECORDING NUMBER 20001212900014, RECORDS OF KING COUNTY, WASHINGTON.

**EXHIBIT B**  
**to Intergovernmental Exchange Agreement**

**LEGAL DESCRIPTION OF THE DISTRICT PROPERTY**

**PARCEL A:**

THE NORTH 264 FEET OF THE WEST ½ OF LOT 2 OF SHORT PLAT NO. 477006 AS RECORDED UNDER RECORDING NO. 7805090949, RECORDS OF KING COUNTY WASHINGTON;

TOGETHER WITH ACCESS RIGHTS TO THE PRIVATE ROAD DELINEATED AS TRACT X ON SAID SHORT PLAT;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL B:**

LOT OF SHORT PLAT NO. 477006 AS RECORDED UNDER RECORDING NO. 7805090949, RECORDS OF KING COUNTY WASHINGTON;

EXCEPT THE NORTH 264 FEET OF THE WEST ½ THEREOF;

TOGETHER WITH ACCESS RIGHTS TO THE PRIVATE ROAD DELINEATED AS TRACT X ON SAID SHORT PLAT;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**PARCEL C:**

LOT 3 OF SHORT PLAT NO. 477006 AS RECORDED UNDER RECORDING NO. 7805090949, RECORDS OF KING COUNTY WASHINGTON;

TOGETHER WITH ACCESS RIGHTS TO THE PRIVATE ROAD DELINEATED AS TRACT X ON SAID SHORT PLAT;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

**EXHIBIT C**  
**to Intergovernmental Exchange Agreement**

**FORM OF ASSIGNMENT AND ASSUMPTION OF DISTRICT LEASES**  
**AGREEMENT**

**EXHIBIT D**  
**to Intergovernmental Exchange Agreement**

**FORM OF PARTIAL ASSIGNMENT OF INTERGOVERNMENTAL EXCHANGE  
AGREEMENT**



**EXHIBIT E**  
**to Intergovernmental Exchange Agreement**  
**FORM OF COVENANT AGREEMENT**

**EXHIBIT F**  
**to Intergovernmental Exchange Agreement**

**FORM OF QUITCLAIM DEED**  
**FOR THE COUNTY PROPERTY**

**EXHIBIT G**  
**to Intergovernmental Exchange Agreement**

**FORM OF QUITCLAIM DEED**  
**FOR THE DISTRICT PROPERTY**