



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 5, 2007

Ordinance 15681

Proposed No. 2006-0558.1

Sponsors Constantine

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement with the city of Renton relating to
3 the timing and annexation incentive fund transfers to be
4 committed to future annexation of the city's remaining
5 annexation areas and calling for the negotiation of
6 additional interlocal agreements to confirm these
7 commitments.

8
9

10 **STATEMENT OF FACTS:**

- 11 1. King County's Annexation Initiative encourages the expedited
12 annexation of all remaining urban unincorporated areas in order to achieve
13 both financial stability in the current expense fund, and the regional land
14 use vision set forth in the countywide planning policies.
- 15 2. The city of Renton ("the city") has several large potential annexation
16 areas ("PAAs"), located to the east, west and south of the city with an
17 estimated combined population of over sixty thousand residents.

18 3. The city and county have negotiated an interlocal agreement related to
19 the annexation of the city's East Renton Plateau annexation, calling for the
20 annexation of the "Preserve Our Plateau Annexation" area by March 1,
21 2007, subject to voter approval and further calling for the city's continued
22 efforts to secure annexation of remaining areas of the East Renton Plateau
23 PAA in the near term.

24 4. A large portion of the city's Fairwood potential annexation area was
25 subject to a failed incorporation vote in September 2006. The territory
26 proposed for incorporation is referred to as the "Fairwood Community
27 PAA." The city is willing to annex the Fairwood Community PAA if the
28 voters of the area so approve.

29 5. In June 2006, the city secured approval from the King County
30 boundary review board for a petition annexation of an area within the
31 city's Fairwood PAA to the East and South of the Fairwood Community
32 PAA along State Route 169, referred to as the "Maplewood Addition
33 PAA." The city intends to take action to annex this area effective January
34 1, 2006.

35 6. A group of residents living in the portion of the Fairwood PAA to the
36 west and south of the Fairwood Community PAA, known as the "Benson
37 Hill/Cascade PAA" are currently engaged in building community support
38 for annexation to the city, which effort is being supported by the city and
39 county.

40 7. In 2005, the city designated the entire island of previously unclaimed
41 unincorporated area to its west as the city's "West Hill PAA." Since late
42 2004, the city and the county have been engaged in an outreach to
43 residents of this area encouraging annexation to the city.

44 8. To support the city's ongoing annexation efforts and assure that
45 annexation incentive funds are set aside for the city upon its timely
46 annexation of the West Hill PAA, Fairwood Community PAA and Benson
47 Hill/Cascade PAA (collectively "the remaining PAAs"), the city and the
48 county desire to enter into an interlocal agreement confirming the schedule
49 on which the city will seek voter approval of annexation of the remaining
50 PAAs and the amount of annexation incentive funds the county will
51 contribute to the city in consideration of relieving the county of the burden
52 of providing local government services to the remaining PAAs.

53 9. The interlocal agreement relating to the remaining PAAs provides that
54 the city and the county will, as a condition of any transfer of annexation
55 incentive funds, negotiate a separate interlocal agreement specific to each
56 of the remaining PAAs that provides, among other things, for the transfer
57 of local parks and surface water management properties and facilities to
58 the city. These agreements have not yet been negotiated, but are
59 anticipated to be completed in 2007.

60 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

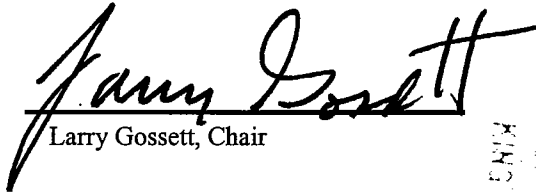
61 SECTION 1. The county executive is hereby authorized to enter into an interlocal
62 agreement, substantially in the form of Attachment A to this ordinance, with the city of

63 Renton to confirm the schedule of annexation elections and effective dates and the
64 county's commitment to provide annexation incentive funds with respect to each of the
65 remaining PAAs subject to subsequent negotiation of specific interlocal agreements for
66 each of remaining PAAs.
67

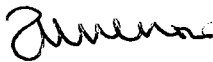
Ordinance 15681 was introduced on 11/6/2006 and passed by the Metropolitan King
County Council on 2/5/2007, by the following vote:

Yes: 8 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.
Dunn, Mr. Phillips, Ms. Hague and Mr. Constantine
No: 0
Excused: 1 - Mr. Ferguson

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

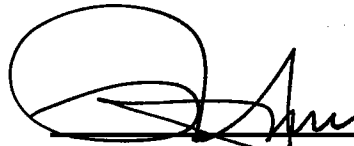

Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

RECEIVED
2007 FEB 16 PM 1:55
KING COUNTY CLERK
KING COUNTY COUNCIL

APPROVED this 15 day of February, 2007.


Ron Sims, County Executive

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

INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON AND KING COUNTY, RELATING TO THE ANNEXATION OF THE WEST HILL, BENSON HILL/CASCADE, FAIRWOOD COMMUNITY AND MAPLEWOOD ADDITION POTENTIAL ANNEXATION AREAS

THIS AGREEMENT is made and entered into this ___ day of _____, 2006. The parties ("Parties") to this Agreement are the City of Renton, a State of Washington municipal corporation ("City") and King County, a political subdivision of the State of Washington ("County").

WHEREAS, the City and the County desire to facilitate the near-term transition of the City's remaining annexation areas from unincorporated status to being annexed to the City; and

WHEREAS, the Parties have heretofore entered into an agreement relating to the annexation of the City's East Renton Potential Annexation Area ("PAA"), in which the City has agreed to seek an election on the issue of annexation to be held within the that portion of the East Renton PAA approved for annexation to the City by the Boundary Review Board in August 2006, said election to occur on or before February 13, 2007, with an annexation effective date of March 1, 2007; and

WHEREAS, the Boundary Review Board has previously approved the annexation by the City of Renton of a portion of the City's Fairwood PAA known as the Maplewood Annexation (hereinafter the "Maplewood Annexation Area" as further described in Exhibit A) and that annexation will become effective on January 1, 2007 following City Council action; and

WHEREAS, on September 19, 2006, there was an incorporation election within an area known as the proposed City of Fairwood, which is located in eastern half of the City's Soos Creek PAA, at which election the incorporation proposition was rejected; and

WHEREAS, the City wishes to seek voter approval of an annexation of the western half of the City's Soos Creek PAA outside and generally to the west and south of the proposed boundaries of the proposed City of Fairwood (hereinafter the "Benson Hill/Cascade PAA", as further described in Exhibit B) at an election to be held in November 2007 for an effective annexation date of no later than March 1, 2008; and

WHEREAS, the City desires to seek voter approval of its West Hill PAA (as further described in Exhibit C) at an election to be held in no later than May 2008 for an effective annexation date of no later than January 1, 2009; and

WHEREAS, the City desires to seek voter approval of an annexation of the Eastern half of the City's Soos Creek Annexation Area that was subject to a proposed incorporation vote in September 2006 (hereinafter the "Fairwood Community Area" as further

described in Exhibit C) at an election to be held in no later than May 2009 for an effective annexation date of no later than January 1, 2010; and

WHEREAS, in order to accomplish all the details necessary for an orderly transition of services and facilities upon annexation, the City and County plan to negotiate a separate annexation interlocal agreement with respect to each PAA; and

WHEREAS, in advance of the negotiation of those separate annexation interlocal agreements the City and County desire to express their joint commitment to the above described annexation plan and schedule relative to the Benson Hill/Cascade PAA, the Maplewood Annexation Area, the West Hill PAA, and the Fairwood Community PAA (collectively herein referred to as the "Annexation Areas"); and

WHEREAS, the County intends to continue to communicate with residents in urban unincorporated areas throughout the County regarding its support for the transition of such areas to city status based on the directives of state growth management act and the County's budget challenges that the County anticipates to result in reductions in County local services to such areas over time; and

WHEREAS, the successful annexation of these areas relies on an affirmative vote to annex by voters in each of the Annexation Areas; and

WHEREAS, the County wishes to make available to the City certain funds from its Annexation Incentive Funds to assist with the cost of transitioning services and in consideration of the City relieving the County of the burden of providing public services to the Annexation Areas; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the City and the County as follows:

1. TERM. This Agreement shall be deemed to take effect following the approval of the Agreement by the official action of the governing bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force for a period of five (5) years.
2. JOINT DECISION MAKING PROCESS ON TRANSPORTATION AND ECONOMIC DEVELOPMENT. The Parties agree to work collaboratively to determine which transportation capital improvement projects or economic development investments will be made by King County prior to the effective date of annexation of the Annexation Areas. The implementation of any capital investment or economic development expenditure by the County is subject to subsequent action and approval by the County Council.

3. OUTREACH COLLABORATION. The Parties agree to work collaboratively on outreach to residents of the Annexation Areas in order to inform the residents about the impacts of annexation and promote annexation of the Annexation Areas to the City, subject to legal limitations on the use of public facilities in campaigns all as further described in RCW 42.17.130. It is anticipated that this collaborative outreach effort will include a series of public meetings in each of the individual PAAs; that these meetings will be jointly sponsored by the City and the County; and that the cost and time of preparing meeting materials and conducting these meetings will be shared by the Parties on a mutually agreeable basis.
4. COMMUNITY ADVISORY TASK FORCES. The City shall create and staff within the Benson Hill/Cascade PAA, West Hill PAA and (if the incorporation vote fails) Fairwood Community PAA a community advisory task force composed of residents and business owners to assist the City in identifying community issues and concerns relative to service delivery and annexation in order to facilitate the transition of these areas to the City on an orderly basis. The anticipated product of the task force work will be a community vision statement for each area, together with a list of policy and investment recommendations for future consideration by the City Council. The City shall establish the Benson Hill task force no later than March 31, 2007. The City shall establish the West Hill and Fairwood task forces no later than September 30, 2007. The County shall provide staff assistance as appropriate to ensuring the task forces are informed of County policies and other County government specific matters relevant to the work of the task forces.
5. FINANCIAL SUPPORT FROM KING COUNTY FOR PLANNING AND TRANSITION OF ANNEXATION AREAS. In recognition of the substantial amount of pre-planning and zoning and public outreach work to be undertaken by the City pursuant to this agreement, the County agrees to provide certain pre-planning funds to the City, specifically:
 - a. Benson Hill / Cascade Community Planning and Zoning: Up to \$50,000 in Current Expense funds shall be provided to the City in the first calendar quarter of 2007 for the purpose of completing pre-annexation planning and zoning in the Benson Hill/Cascade, upon presentation by the City to the County of a scope and budget for the project.
 - b. West Hill Community Planning and Zoning: Up to \$50,000 in Current Expense funds shall be provided to the City in the third calendar quarter of 2007 for the purpose of completing pre-annexation planning and zoning in the West Hill PAA, upon presentation by the City to the County of a scope and budget for this project.
 - c. Fairwood Community Planning and Zoning: Up to \$50,000 in Current Expense funds shall be provided to the City in the fourth calendar quarter of 2007, if by such time a proposal to incorporate Fairwood has not been approved by the voters or the matter has not been placed on the ballot for decision at an election in 2007. Said funding shall be made available to the City in order that it may complete pre-

- annexation planning and zoning in the Fairwood Community PAA, upon presentation by the City to the County of a scope and budget for this project.
- d. Transition Planning: Up to \$100,000 in Real Estate Excise Tax Funds (Fund Number 2) shall be provided to the City in 2008 for transition capital planning associated with the Annexation Areas. The City shall expend the REET dollars consistent with the limitations placed on the use of this fund under King County Code Section 4.32.012 as currently adopted or hereafter amended.
6. MAPLEWOOD ANNEXATION AREA. The City and County will negotiate an agreement relating to annexation of the Maplewood Annexation Area (further described on **Exhibit A**) which agreement shall provide for the transfer to the City of local surface water management facilities and any greenbelt or local park properties owned by the County within the area, but shall not include the transfer to the City of any incentive fund dollars. The parties shall endeavor to conclude negotiations on this agreement by the December 31, 2006 and execute the agreement before March 1, 2007.
 7. ADDITIONAL ANNEXATION INTERLOCAL AGREEMENTS TO BE NEGOTIATED. The parties intend to negotiate three separate interlocal agreements with respect to the transition of services and facilities in each of the Benson Hill/Cascade, Fairwood and West Hill PAAs. These interlocal agreements, each of which is generally referred to herein as an "Annexation ILA" shall be substantially identical in scope and nature as the agreement between the parties related to annexation of the East Renton Plateau and shall provide for the transfer of local County surface water facilities and property interests, greenbelt properties and local parks facilities to the City, all on an "as is" basis.
 8. BENSON HILL/CASCADE PAA. The City shall take action to ensure placement on the ballot at the regular election to be held in November 2007 for the registered voters of the Benson Hill/Cascade PAA (further described on **Exhibit B**) to vote on whether to annex to the City. If approved by the voters, the City shall take action by ordinance to ensure that the annexation of the Benson Hill/Cascade PAA will be effective on or before March 1, 2008.
 - a. Subject to the parties executing a separate Annexation ILA specific to the Benson Hill/Cascade PAA consistent with Section 7 of this Agreement, the County states its intent to convey to the City certain funds in order to partially offset the City's cost of transitioning and providing services to the Benson Hill/Cascade PAA. In consideration of the City relieving the County of the burden of providing local public services in the Benson Hill/Cascade PAA, and subject to prior execution of the referenced Annexation ILA in terms mutually agreeable to the Parties, the County by this agreement states its intent to contribute the following to the City and the Benson Hill/Cascade PAA annexation:
 1. A payment to the City of \$950,000 in General Fund dollars, up to half of which may be transmitted to the City not later than 30 days following

adoption by the City of an ordinance accepting annexation of the Benson Hill/Cascade PAA effective no later than March 1, 2008 (which action shall be taken after receiving certification that the proposition was approved by voters), with the remaining amount transferred or promptly following the effective date of the annexation.

2. A payment to the City of \$250,000 from the Real Estate Excise Tax Fund Number 2. The City shall expend the REET dollars consistent with the limitations placed on the use of this fund under King County Code Section 4.32.012 as currently adopted or hereafter amended. Up to half of this amount may be paid in advance of the effective date of annexation, consistent with the timing and conditions set forth in subsection 8.a.1 above.
3. Completion or commitment of funding towards roadway overlay improvements to be made by the County in the Benson Hill/Cascade PAA valued at \$500,000. The improvements and/or funding commitments shall be made only after the City Council acts to accept annexation of the Benson Hill/Cascade PAA following voter approval of annexation. The roadway improvements shall be specifically targeted to roadways with a pavement rating of less than forty percent, and the specific roadway segments to be improvements shall be selected and completed by the County Roads Division in consultation with the Director of the City Public Works Department. Such improvements shall to the extent practicable be completed prior to the effective date of the annexation, but in any event as soon thereafter as possible
4. Notwithstanding anything in this section to the contrary, the City agrees that if the initial annexation election is not approved by the voters, the City will again place the matter on the ballot within one year of the initial failed election. In consideration of this action by the City and in recognition of the extended time period during which the County will continue to incur deficits in providing services to the Benson Hill/Cascade PAA, the annexation incentive reserve fund payment to the City for annexation of Benson Hill/Cascade PAA after March 1, 2008 shall be at a level of 75% of the originally offered amount, specifically, the payment shall include \$712,500 in General Fund dollars, \$187,500 in REET Fund Number 2 dollars, and completion by the County of \$375,000 in road overlays. No payment shall be made to the City for any annexation of the area after March 1, 2009.

9. WEST HILL PAA. The City shall take action to ensure placement on the ballot at the regular election to be held before May 30, 2008 for the registered voters of the West Hill PAA (further described in **Exhibit D**) to vote on whether to annex to the City. If approved by the voters, the City shall take action by ordinance to ensure that the annexation of the West Hill PAA will be effective on or before January 1, 2009.

- a. Subject to the parties executing a separate Annexation ILA specific to the West Hill PAA consistent with Section 7 of this Agreement, the County states its intent to convey to the City certain funds in order to partially offset the City's cost of transitioning and providing services to the West Hill PAA. In consideration of the City relieving the County of the burden of providing local public services in the West Hill PAA, and subject to prior execution of the referenced Annexation ILA in terms mutually agreeable to the Parties, the County by this agreement states its intent to contribute the following to the City and the West Hill PAA annexation:
1. A payment to the City of \$2,400,000 million in General Fund dollars, up to half of which may be transmitted to the City not later than 30 days following adoption by the City of an ordinance accepting annexation of the West Hill PAA effective no later than January 1, 2009 (which action shall be taken after receiving certification that the proposition was approved by voters), with the remaining amount transferred or promptly following the effective date of the annexation.
 2. Completion or commitment of funding towards roadway overlay improvements in the West Hill PAA valued at \$1 million. The improvements and/or funding commitments shall be made only after the City Council acts to accept annexation of the West Hill PAA following voter approval of annexation. The roadway improvements shall be specifically targeted to roadways with a pavement rating of less than forty percent, and the specific roadway segments to be improvements shall be selected by the County Roads Division in consultation with the Director of the City Public Works Department. Such improvements shall to the extent practicable be completed prior to the effective date of the annexation, but in any event as soon thereafter as possible.
 3. A payment to the City of \$250,000 from the Real Estate Excise Tax Fund Number 2. The City shall expend the REET dollars consistent with the limitations placed on the use of this fund under King County Code Section 4.32.012 as currently adopted or hereafter amended. Up to half of this amount may be paid in advance of the effective date of annexation, consistent with the timing and conditions set forth in subsection 9.a.1 above.
 4. County Funding of other roads capital improvement projects located in the West Hill PAA to be selected in consultation with the City valued in an amount up to the lesser of (a) \$3.25 million, or (b) the price paid to the County by the City for the purchase of certain Roads Division Properties located at the King County Roads Maintenance Shop in Renton, less County transaction and relocation costs associated with the purchase, all as shall be approved by later agreement between the City and County. The improvements and/or funding commitments for said road improvements shall be made only after the City Council has purchased said Roads Division Properties and has acted to accept annexation of the West Hill PAA following

voter approval of annexation. Such improvements shall to the extent practicable be completed prior to the effective date of the annexation, but in any event as soon thereafter as possible, and the value of said improvements shall not be reduced in the event the annexation is delayed per subparagraph 5 below.

5. Notwithstanding anything in this section to the contrary, the City agrees that if the initial annexation election is not approved by the voters, the City will again place the matter on the ballot within one year of the initial failed election. In consideration of this action by the City and in recognition of the extended time period during which the County will continue to incur deficits in providing services to the West Hill PAA, the annexation incentive reserve fund payment to the City for annexation of West Hill PAA after January 1, 2009 shall be at a level of 75% of the originally offered amount, specifically, the payment shall include \$1,800,000 in General Fund dollars, \$187,500 in REET Fund Number 2 dollars, and completion by the County of \$750,000 in road overlays. No payment shall be made to the City for any annexation of the area after January 1, 2010.

10. FAIRWOOD COMMUNITY PAA. If the voters of the Fairwood Community PAA (described further at **Exhibit C**) have not approved an incorporation proposal at an election held in or before November 2007, then the City shall take action to ensure placement on the ballot at a regular or special election before May 30, 2009 for the registered voters of the Fairwood Community PAA to vote on whether to annex to the City. If approved by the voters, the City shall take action by ordinance to ensure that the annexation of the Fairwood Community PAA will be effective on or before January 1, 2010.

- a. Subject to the parties executing a separate Annexation ILA specific to the Fairwood Community PAA and consistent with the terms of Section 7 of this Agreement, the County states its intent to convey to the City certain funds in order to partially offset the City's cost of transitioning and providing services to the Fairwood Community PAA. In consideration of the City relieving the County of the burden of providing local public services in the Fairwood Community PAA, and subject to prior execution of the referenced Annexation ILA in terms mutually agreeable to the Parties, the County by this agreement states its intent to contribute the following to the City and the Fairwood Community PAA annexation:

1. A payment to the City of \$500,000 in General Fund dollars, up to half of which may be transmitted to the City not later than 30 days following adoption by the City of an ordinance accepting annexation of the Fairwood Community PAA effective no later than January 1, 2010 (which action shall be taken after receiving certification that the proposition was approved by voters), with the remaining amount transferred or promptly following the effective date of the annexation.

2. Completion or commitment of funding towards roadway overlay improvements to be made by the County in the Fairwood Community PAA valued at \$750,000. The improvements and/or funding commitments shall be made only after the City Council acts to accept annexation of the Fairwood Community PAA following voter approval of annexation. The roadway improvements shall be specifically targeted to roadways with a pavement rating of less than forty percent, and the specific roadway segments to be improvements shall be selected and completed by the County Roads Division in consultation with the Director of the City Public Works Department. Such improvements shall to the extent practicable be completed prior to the effective date of the annexation, but in any event as soon thereafter as possible.
 3. Notwithstanding anything in this section to the contrary, the City agrees that if the initial annexation election is not approved by the voters, the City will again place the matter on the ballot within one year of the initial failed election. In consideration of this action by the City and in recognition of the extended time period during which the County will continue to incur deficits in providing services to the Fairwood Community PAA, the annexation incentive reserve fund payment to the City for annexation of Benson Hill/Cascade PAA after January 2010 shall be at a level of 50% of the originally offered amount, specifically, the payment shall include \$250,000 in General Fund dollars, and completion by the County of \$375,000 in road overlays. No payment shall be made to the City for any annexation of the area after January 1, 2011.
11. ADMINISTRATION AND CONTACT PERSONS. The Parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

City of Renton:

Chief Administrative Officer
City of Renton
1055 S. Grady Way
Renton, WA 98057

King County:

Director, Office of Management and Budget
King County
701 5th Avenue
Suite 3200
Seattle, WA 98104

12. COMPLIANCE WITH LAWS. Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and Annexation Statutes. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By

executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

13. INDEMNIFICATION.

- a. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal or governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.
- c. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.
- d. The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

14. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- b. Filing. A copy of this Agreement shall be filed with the Renton City Clerk and recorded with the King County Auditor.
- c. Records. Until December 31, 2013, 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. Other provisions of this section notwithstanding, police/sheriff records shall be retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.
- d. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- e. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- f. Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
- g. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- h. Dispute Resolution. The Parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.
- i. Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

- j. No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- k. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- l. Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.
- m. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 10. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 10. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- n. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- o. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

(remainder of page left intentionally blank)

p. Third Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF RENTON:

KING COUNTY:

Kathy Keolker, Mayor

Ron Sims, Executive

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

DATED: _____

DATED: _____

Approved as to Form:

Approved as to Form:

City Attorney

Sr. Deputy Prosecuting Attorney

Exhibit A:

Maplewood Annexation Area Description

(as approved by the King County Boundary Review Board)

LEGAL DESCRIPTION

The lands included within the subject annexation area are situated in Sections 21, 22, and 23, all in Township 23 North, Range 5 East, W.M., King County, Washington, said annexation area being more particularly described as follows:

Beginning at the intersection of the existing City of Renton Limit Line as annexed under Ordinance No. 2170, with the existing City of Renton Limit Line as annexed under Ordinance No. 3945, within the right-of-way of SE Renton-Maple Valley Highway (SR169, P.S.H. #5), in the Northwest quarter of said Section 22;

Thence southeasterly along said City Limit Line as annexed under said Ordinance No. 3945, to an intersection with the existing City of Renton Limit Line as annexed under Ordinance No. 4156, in said Northwest quarter;

Thence continuing southeasterly along said existing City Limit Line as annexed under Ordinance No. 4156, and the northeasterly right-of-way margin of said SE Renton-Maple Valley Highway, crossing said Northwest quarter and the Northeast quarter and Southeast quarter of said Section 22, to an intersection with the westerly right-of-way margin of 149th Ave. SE, in the Southwest quarter of said Section 23;

Thence northerly, westerly, northerly, westerly and northerly along said existing City Limit Line, to the "THREAD" of the Cedar River in the Northeast quarter of said Section 22;

Thence generally southeasterly along said "THREAD" of the Cedar River, to an intersection with the northeasterly extension of the easterly right-of-way margin of 154th Place SE, as defined in a Warranty Deed under King County Recording No. 199711191438, parallel to and 42 feet easterly of the centerline of said street, in the Northwest quarter of said Section 23, said easterly boundary and said northeasterly extension also being the Urban Growth Boundary line;

Thence southwesterly along said northeasterly extension, said easterly right-of-way margin and the southwesterly extension thereof, and the Urban Growth Boundary line, to a point on the northeasterly right-of-way margin of SE Renton-Maple Valley Highway (SR169, P.S.H. #5), in the Southwest quarter of said Section 23;

Thence southeasterly along said northeasterly right-of-way margin and the Urban Growth Boundary line, to an intersection with the northerly extension of the east lines of Valley Faire I, as recorded under Volume 133 of Plats, Pages 43 through 47, inclusive, records of King County, Washington, and Valley Faire I, Phase III, as recorded under Volume 139 of Plats, Pages 8 through 10, inclusive, records of King County, Washington, in the Southeast quarter of said Section 23;

Thence southerly along said northerly extension, and the east line of said plats, to the southeast corner of said Valley Faire I, Phase III plat, said southeast corner also being a point on the north line of "Tract A" of Valley Faire II, as recorded under Volume 131 of Plats, Pages 39 through 43, inclusive, records of King County, Washington;

Thence generally westerly along the various courses of the north line of said "Tract A", to the west line of said Southeast quarter, said west line also being the east line of the Southwest quarter of said Section 23 and also being the east line of the Emerald Crest Condominiums, as recorded under Volume 132 of Condominiums, Pages 61 through 67, inclusive, records of King County, Washington;

Thence southerly along said east line, to the southeast corner of said condominiums;

Thence westerly and northerly, respectively, along the southerly and westerly lines of said condominium, to the southeast corner of Lot 1 of the Aqua Barn Short Plat, King County Short Plat No. L99S3019, recorded under King County Rec. No. 20010831900002;

Exhibit A:
Maplewood Annexation Area Description
(as approved by the King County Boundary Review Board)

Thence westerly along the various courses of the south line of said Lot 1, to the southwest corner thereof, said southwest corner also being a point on the east line of the Southwest quarter of the Southwest quarter of said Section 23;

Thence southerly along said east line, to the southeast corner thereof;

Thence westerly along the south line of said subdivision, to the southwest corner thereof;

Thence northerly along the west line of said subdivision, to the northwest corner thereof, said northwest corner also being the southeast corner of the Northeast quarter of the Southeast quarter of said Section 22;

Thence westerly along the south line of said subdivision, to the SE corner of "Tract J", Pioneer Place, as recorded under Volume 226 of Plats, Pages 51 through 56, inclusive, records of King County;

Thence westerly along the various courses of the south line of said "Tract J", to a point on the west line of said subdivision, said west line also being the east line of Elliot Farm, as recorded under Volume 180 of Plats, Pages 4 through 15, inclusive, records of King County, Washington;

Thence northerly along said east line of said subdivision, said east line also being the east line of "Tract G" and "Tract E", both of said plat, to the most easterly northeast corner of said "Tract E";

Thence westerly along the various courses of the northerly line of said "Tract E", to a point on the northeasterly right-of-way margin of 140th Way SE, in the Northeast quarter of the Southwest quarter of said Section 22;

Thence southeasterly along said northeasterly right-of-way margin, to an intersection with a line perpendicular to said northeasterly right-of-way margin that begins at the easternmost point of "Lot J" of King County Boundary Lot Adjustment No. L01 L 0026, as recorded under King County Rec. No. 20010730900003, said point also being on the southwesterly right-of-way margin of 140th Way SE;

Thence southwesterly along said perpendicular line, crossing 140th Way SE, to said easternmost point of "Lot J";

Thence continuing southwesterly, southeasterly, westerly, northwesterly, northerly and southwesterly, along the various courses of the easterly, southerly and westerly boundary lines of "Lot J", to a point on the western boundary thereof, said point also being the southeast corner of "Lot L" of said boundary line adjustment, in Government Lot 9 of said Section 22

Thence southwesterly, westerly and northwesterly, along the various courses of the south line of said "Lot L" to the southwest corner thereof, said southwest corner also being a point on property conveyed to King County under King County Recording Number 9810304345;

Thence southwesterly and southeasterly, along the east line of said King County property, to an intersection with the centerline of Molasses Creek;

Thence northwesterly along said creek centerline and its northwesterly extension, to an intersection with the "THREAD" of the Cedar River;

Thence southwesterly, westerly and northwesterly, respectively, along said "THREAD" of the Cedar River, to an intersection with the existing City of Renton Limit Line as annexed under Ordinance No. 3723 in the East half of said Section 21;

Thence continuing northwesterly and northeasterly, along a portion of said "THREAD" of the Cedar River and said existing City Limit Line, to an intersection with the existing City of Renton Limit Line as annexed under Ordinance No. 2170;

Thence northeasterly along said City Limit Line as annexed under Ordinance No. 2170, to the point of beginning.

Exhibit B:

Benson Hill/Cascade PAA Description

(subject to adjustment by action of the King County Boundary Review Board)

LEGAL DESCRIPTION

The lands included within the subject annexation are situated in parts of, Sections 21, 27, 28, 29, 31, 32 and 33 in Township 23 North, and Sections 5 and 6 in Township 22 North, all in Range 5 East, W.M., in King County, Washington, said annexation area being more particularly described as lying within the following described boundary:

Beginning at the intersection of the northeasterly right of way margin of the City of Seattle Cedar River Pipe Line and the existing City of Renton Limits Line as annexed under Ordinance No. 1961 in the southeast quarter of said Section 21;

Thence southeasterly along said northeasterly right of way margin, crossing SE 160th Street, to the south line of said subdivision;

Thence westerly, along said south line, crossing the Cedar River Pipe Line Right of Way and 128th Place SE, to the southwest corner of said subdivision said southwest corner also being the northeast corner of the west half of the Northeast quarter of said Section 28;

Thence southerly along the east line of said subdivision, crossing the City of Seattle Pipe Line Right of Way and SE 161st Street, to an intersection with the northerly right of way margin of SE 164th Street;

Thence westerly along said northerly right of way margin, to the point of intersection with a perpendicular line passing through the westernmost point of curvature of the arc defining the northeastern boundary of Lot 8, Block 3 of the Plat of Cascade Vista No. 5, as recorded under Volume 68 of Plats, Page 65, records of King County, Washington;

Thence southerly along said perpendicular line, to the southerly right of way margin of SE 164th Street and the north line of said Lot 8;

Thence southeasterly and southerly along the eastern boundary of said Lot 8, to the southeast corner thereof, said southeast corner also being on the north line of the South half of the Northeast quarter of said Section 28;

Thence easterly along said north line, crossing 128th Avenue SE, to an intersection with the east line of said Section 28;

Thence southerly along said east line, to the northwest corner of "Tract A", Fairwood Park Division 7, as recorded under Volume 116 of Plats, Pages 88 through 90, records of King County, Washington in said Section 27;

Thence generally easterly, southerly, westerly and southerly along the various courses of said "Tract A", to a point on the northerly right of way margin of SE Petrovitsky Road (John Petrovitsky Road Ext. No. 1401), in the Southwest quarter of the Southwest quarter of said Section 27;

Thence southwesterly, westerly and northwesterly along the various courses of said northerly right of way margin, crossing 129th Avenue SE, and the northwesterly extension of said northerly right of way margin, to an intersection with the southerly extension of the easterly right of way margin of 128th Avenue SE, in the Southeast quarter of the Southeast quarter of said Section 28;

Thence southerly along said southerly extension, crossing SE Petrovitsky Road, to an intersection with the southeasterly extension of the southerly right of way margin thereof;

Thence northwesterly along said southeasterly extension, crossing 128th Avenue SE, to the Northwest corner of that portion of 128th Avenue SE dedicated per deed under King County Rec. No. 20000913001594 and on the westerly right of way margin of 128th Avenue SE;

Thence southeasterly and southerly along said westerly right of way margin, to an intersection with the east line of the west half of the Southeast quarter of said Section 28;

Exhibit B:
Benson Hill/Cascade PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence southerly along said east line, to the southeast corner of said subdivision said southeast corner also being the northeast corner of the Northwest quarter of the Northeast quarter of said Section 33;

Thence southerly along the east line of said subdivision, to the southeast corner thereof, said southeast corner also being the northwest corner of the Southeast quarter of the Northeast quarter of said Section 33;

Thence easterly along the north line of said subdivision, to an intersection with the northeasterly right of way margin of the Puget Sound Power & Light Transmission right of way;

Thence southeasterly along said northeasterly right of way margin, to an intersection with the northeasterly extension of the southeasterly lines of Lots 2 and 3, King County Short Plat No. 779163R, recorded under King County Rec. No. 8105060679;

Thence southwesterly along said extension and the southeasterly lines of said lots, to an intersection with the northeasterly line of Lot 1, King County Short Plat No. C1077001, recorded under King County Rec. No. 7806080590;

Thence northwesterly and southwesterly along the northeasterly and northwesterly lines of said Lot 1, to the most westerly corner thereof, said corner also being a point on the south line of Lot 2 of said short plat;

Thence westerly along said south line, to the northeast corner of Lot 4, King County Short Plat No. 775088, recorded under King County Rec. No. 7710200755;

Thence southwesterly along the east line of said Lot 4 to the southeast corner thereof, said corner also being on the northwesterly line of Boulevard Lane Division No. 2, as recorded under Volume 82 of Plats, Pages 20 and 21, records of King County, Washington;

Thence continuing southwesterly along said northwesterly line, and southerly along the westerly line of Boulevard Lane Division 1, as recorded under Volume 80 of Plats, Pages 89 and 90, records of King County, Washington, to the westernmost southwest corner of said plat, said southwest corner also being on a line 1073.56 feet north of and parallel with the south line of the Southeast quarter of said Section 33;

Thence westerly along said parallel line, to a point 300.00 feet easterly of the west line of said subdivision, as measured perpendicular therefrom;

Thence southeasterly to the point of intersection of a line 422 feet east of and parallel with the west line of said subdivision and a line 300 feet north of and parallel with the south line of said subdivision;

Thence southerly, parallel with the west line of said subdivision, to a point on the northerly right of way margin of SE 192nd Street, said northerly right of way margin being 50 feet northerly of the south line of said Section 33 and the centerline of SE 192nd Street;

Thence westerly along the various courses of said northerly right of way margin, crossing 120th Avenue SE, 116th Avenue SE, 114th Place SE and 113th Way SE to its intersection with the easterly right of way margin of State Route 515, said intersection being 40 feet right of Station 270+50 per Washington State Department of Highways, Right of Way Plan SR 515 MP 3.87 to MP 5.15, Renton Vicinity: SE 196th to Carr Road, Sta 257+00 to Sta 283+00, Sheet 2 of 4 Sheets in said Section 32;

Thence westerly, crossing State Route 515 (108th Avenue SE), to a point 40 feet left of Station 270+40 per said Right of Way Plan;

Thence southerly along the various courses of said westerly margin, crossing SE 192nd Street, SE 196th Street and SE 199th Street, to the northerly margin of SE 200th Street in said Section 5;

Thence westerly along the various courses of said northerly right of way margin, crossing 106th Avenue SE, 105th Avenue SE and 104th Avenue SE, to its intersection with the existing City of Renton Limits Line as annexed under City of Renton Ordinance No. 3885;

Thence generally northerly and easterly along the various courses of the existing limits of the City of Renton as annexed under City of Renton Ordinance Nos. (in order from south to north) 3885, 3109, 3751, 3268, 5205, 5041,

Exhibit B:
Benson Hill/Cascade PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

3268, 4069, 1743, 4476, 1971, 3864, 1971, 3742, 1971, 3108, 1909, 3730, 2224, 1871 and 1961 to the Point of Beginning;

EXCEPT the north 100 feet of the west 230 feet of the South half of the South half of the Northwest quarter of the Southeast quarter of said Section 29, previously annexed to the City of Renton under Ordinance No. 3432.

TOGETHER WITH the following:

That portion of Lot 3, King County Short Plat 779163R recorded under King County Rec. No. 8105060679, within the South half of the Northeast quarter of the Northeast quarter of said Section 33, if any; and

Those portions of the Northeast quarter of said Section 6 and the Northwest quarter of said Section 5, except the south 30 feet thereof, lying southerly, westerly, southerly and westerly of existing City of Renton Limits Line as annexed under City of Renton Ordinance Nos. (in order from north to south): 3268, 3751, and 3109, except the south 30 feet thereof; and

That portion of the Northwest quarter of said Section 5, lying northerly of the northerly right of way margin of S. 200th Street, westerly and southerly of existing City of Renton Limits Line as annexed under City of Renton Ordinance No. 3885, and easterly of existing City of Renton Limits Line as annexed under City of Renton Ordinance No. 3109; and

The east 20' of the Northeast quarter of the Southeast quarter of said Section 21, lying southerly of the thread of the Cedar River.

Exhibit C:
West Hill PAA Description

(subject to adjustment by action of the King County Boundary Review Board)

LEGAL DESCRIPTION
November 1, 2006

Those portions of Sections 1, 11, 12, 13, and 14, Township 23 North, Range 4 East, and Sections 6, 7, and 18, Township 23 North, Range 5 East, Willamette Meridian in King County, Washington described as follows:

Beginning at the intersection of the centerline of Lake Washington with the easterly extension of the north line of the south half of said Section 1, said point also being on the City of Seattle City Limits, as annexed under Seattle City Ordinance No. 16909;

Thence in a westerly direction, along said north line, to an intersection with the inner harbor line of Lake Washington;

The City of Seattle City Limits follow the "centerline of Lake Washington", whereas, the City of Renton City Limits follow the "inner harbor line of Lake Washington."

Thence in a southeasterly direction, along said inner harbor line, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 2988;

Thence in a southeasterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 1300;

Thence in a southwesterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 4090;

Thence in a southwesterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 2019;

Thence in a southeasterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 3527;

Thence in a southwesterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 2426;

Thence in a southerly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 1461;

Thence in westerly, and southerly directions, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 1669;

Thence in westerly, and southerly directions, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 3801;

Thence in a southeasterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under said Renton City Ordinance No. 1669;

Thence in a southerly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 2243;

Thence in a westerly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 3132;

Exhibit C:
West Hill PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence in westerly, southerly, and easterly directions, along said city limits, to an intersection with the City Limits of Renton as annexed under said Renton City Ordinance No. 2243

Thence in a southerly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under said Renton City Ordinance No. 1461;

Thence in a southerly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 2366;

Thence in a southwesterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under said Renton City Ordinance No. 1461;

Thence in westerly, southerly, and easterly directions, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 1579;

Thence in southerly, and easterly directions, along said city limits, to an intersection with the City Limits of Renton as annexed under said Renton City Ordinance No. 1461;

Thence in a southeasterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 1968;

Thence in a southeasterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under said Renton City Ordinance No. 1461;

Thence in a southeasterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 1320;

Thence in a southeasterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 2022;

Thence in a westerly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 3680;

Thence in northwesterly, and southeasterly directions, along said city limits, to an intersection with the City Limits of Renton as annexed under said Renton City Ordinance No. 2022;

Thence in a southeasterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 1820;

Thence in a southerly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under said Renton City Ordinance No. 1320;

Thence in a northwesterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 1539;

Thence in a westerly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 3845;

Thence in a southwesterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 2913;

Thence in a southwesterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 4891;

Thence in northwesterly, and southwesterly directions, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 4642;

Thence in a southwesterly direction, along said city limits, to an intersection with the City Limits of Renton as annexed under Renton City Ordinance No. 4578;

Exhibit C:
West Hill PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence in a westerly direction, along said city limits, to an intersection with the City Limits of Tukwila as annexed under Tukwila City Ordinance No. 1515;

Thence in a northwesterly direction, along said city limits, to an intersection with the City Limits of Seattle as annexed under said Seattle City Ordinance No. 16909;

Thence in a northeasterly direction, along said city limits, to an intersection with the City Limits of Seattle as annexed under Seattle City Ordinance No. 74602;

Thence in southeasterly, and northwesterly directions, along said city limits, to an intersection with the City Limits of Seattle as annexed under said Seattle City Ordinance No. 16909;

Thence in a northeasterly direction, along said city limits, to an intersection with the City Limits of Seattle as annexed under Seattle City Ordinance No. 76422;

Thence in southeasterly, and northwesterly direction, along said city limits, to an intersection with the City Limits of Seattle as annexed under said Seattle City Ordinance No. 16909;

Thence in an easterly direction, along said city limits, to the point of beginning.

Except that portion of in said Section 12, annexed to the City of Renton under Renton City Ordinance No. 3973.

Exhibit D:

Fairwood Community PAA Description

(subject to adjustment by action of the King County Boundary Review Board)

Legal Description

An area encompassing all or parts of Sections 21 through 23, and 25 through 28 and 33 through 36, Township 23 North, Range 5 East, Willamette Meridian and Sections 1, 3, and 4, Township 22 North, Range 5 East, Willamette Meridian in King County, Washington described as follows:

Commencing at the point of intersection of the Thread of the Cedar River and the west line of the northwest quarter of the southwest quarter of said Section 22;

Thence in southeasterly and northeasterly directions along the course of said Thread of the Cedar River to an intersection with the thread of Molassess Creek;

Thence in a southeasterly direction along said Thread of Molasses Creek to an intersection with the boundary of a parcel of land deeded to King County by Recording Number 9810304345;

Thence N 23°58'46" W, along said boundary, a distance of 54.29 feet, per said deed;

Thence N 33°26'37" E, along said boundary, a distance of 69.86 feet, per said deed, to an intersection with the south line of Lot "L" of King County Lot Line Adjustment L01L0026, recorded under King County Recording No. 20010730900003, records of King County, Washington;

Thence S 68°35'41" E, along said south line, a distance of 18.29 feet;

Thence N 76°45'23" E, along said south line, a distance of 17.35 feet;

Thence N 72°54'52" E, along said south line, a distance of 98.96 feet to an intersection with the boundary line of Lot "J" of said lot line adjustment;

Thence N 83°19'42" E, along said boundary, a distance of 38.87 feet;

Thence N 78°32'03" E, along said boundary, a distance of 21.06 feet;

Thence N 73°36'54" E, along said boundary, a distance of 37.74 feet;

Thence N 78°29'12" E, along said boundary, a distance of 36.02 feet;

Thence N 72°58'25" E, along said boundary, a distance of 52.65 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence S 01°17'33" W, along said boundary, a distance of 598.94 feet;

Thence S 32°49'04" E, along said boundary, a distance of 956.24 feet;

Thence S 89°08'18" E, along said boundary, a distance of 476.75 feet;

Thence N 15°15'41" W, along said boundary, a distance of 435.00 feet;

Thence N 82°15'40" E, along said boundary, a distance of 90.00 feet;

Thence N 75°45'44" E, along said boundary, a distance of 464.37 feet to an intersection with the southwesterly right-of-way margin of 140th Way Southeast, as conveyed to King County under King County Recording Number 9902252114, records of King County, Washington;

Thence in a northeasterly direction, perpendicular to the centerline of said 140th Way Southeast, a distance of 100 feet, more or less, to an intersection with the northeasterly margin thereof;

Thence in a northwesterly direction along said northeasterly margin to an intersection with the northwesterly corner of Tract "E", of the Plat of Elliott Farm, recorded in Volume 180 of Plats, Pages 4 through 15, records of King County, Washington, which is also a point on the south boundary of Tract "B" of said plat;

Thence N 70°15'39" E, along the boundary of said Tract "E", a distance of 47.81 feet;

Thence S 10°24'04" E, along said boundary, a distance of 41.68 feet;

Thence N 87°13'29" E, along said boundary, a distance of 209.37 feet;

Thence N 10°24'04" W, along said boundary, a distance of 56.37 feet;

Thence 72.65 feet along said boundary on a non tangential curve, with a central angle of 83°29'11", and a 50.00 foot radius;

Thence N 86°06'45" E, along said boundary, a distance of 168.88 feet;

Thence N 86°27'18" E, along said boundary, a distance of 141.81 feet;

Thence N 01°11'20" E, along said boundary, a distance of 215.81 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence N 59°00'49" W, along said boundary, a distance of 19.40 feet;

Thence 27.88 feet along said boundary on a non tangential curve, with a central angle of 31°56'46", and a 50.00 foot radius;

Thence N 00°57'35" W, along said boundary, a distance of 34.60 feet;

Thence N 21°12'07" W, along said boundary, a distance of 34.66 feet;

Thence N 65°19'12" W, along said boundary, a distance of 25.48 feet;

Thence N 38°28'09" E, along said boundary, a distance of 33.00 feet;

Thence S 44°18'37" E, along said boundary, a distance of 10.84 feet;

Thence S 21°12'07" E, along said boundary, a distance of 88.80 feet;

Thence S 42°29'43" E, along said boundary, a distance of 36.31 feet;

Thence S 52°31'19" E, along said boundary, a distance of 14.27 feet;

Thence S 01°11'20" W, along said boundary, a distance of 147.91 feet;

Thence N 74°31'08" E, along said boundary, a distance of 50.97 feet;

Thence S 79°06'31" E, along said boundary, a distance of 106.37 feet;

Thence N 01°41'41" E, along said boundary, a distance of 45.00 feet;

Thence N 89°17'47" E, along said boundary, a distance of 56.14 feet;

Thence S 10°05'37" E, along said boundary, a distance of 58.53 feet;

Thence 63.25 feet along said boundary on a tangential curve, with a central angle of 72°28'56", and a 50.00 foot radius;

Thence S 80°50'23" E, along said boundary, a distance of 24.58 feet;

Thence S 20°54'53" E, along said boundary, a distance of 40.01 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence 5.29 feet along said boundary on a tangential curve, with a central angle of $06^{\circ}04'00''$, and a 50.00 foot radius;

Thence S $26^{\circ}58'53''$ E, along said boundary, a distance of 36.61 feet;

Thence 22.37 feet along said boundary on a tangential curve, with a central angle of $25^{\circ}38'19''$, and a 50.00 foot radius;

Thence S $52^{\circ}37'13''$ E, along said boundary, a distance of 26.92 feet;

Thence S $08^{\circ}52'38''$ E, along said boundary, a distance of 8.73 feet;

Thence S $30^{\circ}30'16''$ W, along said boundary, a distance of 14.86 feet;

Thence 101.91 feet along said boundary on a tangential curve, with a central angle of $116^{\circ}47'06''$, and a 50.00 foot radius;

Thence S $86^{\circ}16'50''$ E, along said boundary, a distance of 25.00 feet;

Thence 52.21 feet along said boundary on a tangential curve, with a central angle of $59^{\circ}49'52''$, and a 50.00 foot radius;

Thence N $33^{\circ}53'19''$ E, along said boundary, a distance of 16.12 feet;

Thence N $63^{\circ}17'17''$ E, along said boundary, a distance of 41.32 feet;

Thence S $87^{\circ}03'12''$ E, along said boundary, a distance of 56.04 feet;

Thence S $64^{\circ}57'06''$ E, along said boundary, a distance of 52.86 feet;

Thence 41.41 feet along said boundary on a tangential curve, with a central angle of $47^{\circ}26'54''$, and a 50.00 foot radius;

Thence N $67^{\circ}36'01''$ E, along said boundary, a distance of 30.71 feet;

Thence 57.38 feet along said boundary on a tangential curve, with a central angle of $65^{\circ}45'06''$, and a 50.00 foot radius;

Thence S $89^{\circ}17'47''$ E, along said boundary, a distance of 150.01 feet;

Thence S $01^{\circ}41'41''$ W, along said boundary, a distance of 692.21 feet to an intersection with the northeasterly boundary of a parcel of land deeded to King County by Recording Number 9708120148;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence S 57°10'04" E, along said boundary, a distance of 54.87 feet;

Thence S 47°14'54" E, along said boundary, a distance of 59.37 feet;

Thence S 34°26'32" E, along said boundary, a distance of 27.60 feet to an intersection with the south line of the northeast quarter of the southeast quarter of said Section 22;

Thence S 89°21'31" E, along said south line, a distance of 261.97 feet to an intersection with the north line of Tract "H" of said Plat of Elliott Farm;

Thence N 22°28'41" E, along said north line, a distance of 80.61 feet;

Thence N 17°38'52" W, along said north line, a distance of 52.25 feet;

Thence N 9°22'47" E, along said north line, a distance of 45.59 feet;

Thence S 89°21'51" E, along said north line, a distance of 42.46 feet;

Thence S 57°55'49" E, along said north line, a distance of 80.73 feet;

Thence N 85°01'18" E, along said north line, a distance of 73.50 feet;

Thence N 54°15'06" E, along said north line, a distance of 73.70 feet;

Thence S 73°23'29" E, along said north line, a distance of 27.63 feet;

Thence S 32°53'25" E, along said north line, a distance of 58.82 feet;

Thence S 30°59'21" E, along said north line, a distance of 48.73 feet;

Thence S 48°07'16" E, along said north line, a distance of 65.22 feet;

Thence S 80°03'07" E, along said north line, a distance of 70.94 feet;

Thence N 78°04'15" E, along said north line, a distance of 50.75 feet;

Thence S 10°18'40" E, along said north line, a distance of 37.66 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence S 89°20'16" E, along said north line, a distance of 439.26 feet, to an intersection with the west line of said Section 23;

Thence in a southerly direction along said west line to the south line thereof;

Thence in an easterly direction along said south line to an intersection with the east line of the west half of the of the west half of said Section 23;

Thence in a northerly direction along said east line to an intersection with the north line of Tract "A", King County Short Plat Number L99S3019, recorded under king County Recording No. 20010831900002, records of King County, Washington;

Thence N 84°00'58" E, along said north line, a distance of 68.37 feet;

Thence N 73°10'48" E, along said north line, a distance of 62.21 feet;

Thence N 84°36'01" E, along said north line, a distance of 40.48 feet;

Thence S 81°29'32" E, along said north line, a distance of 68.54 feet;

Thence N 1°48'52" E, along said north line, a distance of 53.56 feet;

Thence N 70°52'25" E, along said north line, a distance of 29.64 feet;

Thence N 31°43'39" E, along said north line, a distance of 32.79 feet;

Thence N 74°23'24" E, along said north line, a distance of 54.88 feet;

Thence S 86°23'48" E, along said north line, a distance of 56.97 feet;

Thence N 83°20'48" E, along said north line, a distance of 49.07 feet;

Thence N 24°03'28" E, along said north line, a distance of 6.17 feet;

Thence N 85°16'15" E, along said north line, a distance of 71.48 feet;

Thence N 73°17'58" E, along said north line, a distance of 73.58 feet;

Thence S 11°58'32" W, along said north line, a distance of 43.31 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence S 88°37'09" E, along said north line, a distance of 80.00 feet;

Thence S 1°22'51" W, along said north line, a distance of 526.59 feet;

Thence S 87°46'52" E, along said north line, a distance of 647.66 feet to an intersection with the west line of the east half of said Section 23;

Thence in a northerly direction along said west line to an intersection with the north line of Tract "A", Valley Faire II, recorded in Volume 131 of Plats, Pages 39 through 43, records of King County, Washington;

Thence N 81°54'25" E, along said north line, a distance of 190.00 feet;

Thence S 88°43'54" E, along said north line, a distance of 584.39 feet;

Thence N 71°03'25" E, along said north line, a distance of 505.00 feet;

Thence N 81°54'25" E, along said north line, a distance of 853.41 feet;

Thence S 81°35'17" E, along said north line, a distance of 198.04 feet;

Thence S 0°12'43" W, along said north line, a distance of 50.00 feet;

Thence S 81°35'17" E, along said north line, a distance of 350.00 feet to an intersection with the east line of said Section 23;

Thence in a southerly direction along said east line and the east line of said Section 26 to an intersection with the north line of the Plat of Woodside at McGarvey Park Division 5, as recorded in Volume 209 of Plats, Pages 79 through 90, records of King County, Washington;

Thence S 77°57'56" E, along said north line, a distance of 316.21 feet to an intersection with the boundary of Tract "T" of said plat;

Thence S 22°04'35" E, along said boundary, a distance of 13.55 feet;

Thence 61.29 feet along said boundary on a tangential curve, with a central angle of 13°30'21", and a 260.00 foot radius;

Thence 84.32 feet along said boundary on a tangential curve, with a central angle of 60°23'17", and a 80.00 foot radius;

Thence S 22°04'35" W, along said boundary, a distance of 52.54 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence 25.45 feet along said boundary on a tangential curve, with a central angle of 22°26'03", and a 85.00 foot radius;

Thence S 02°22'18" W, along said boundary, a distance of 33.30 feet;

Thence S 87°37'42" E, along said boundary, a distance of 20.00 feet;

Thence N 02°22'18" E, along said boundary, a distance of 33.30 feet;

Thence 17.62 feet along said boundary on a tangential curve, with a central angle of 22°26'03", and a 45.00 foot radius;

Thence N 24°48'21" E, along said boundary, a distance of 52.54 feet;

Thence 105.40 feet along said boundary on a tangential curve, with a central angle of 60°23'17", and a 100.00 foot radius;

Thence 56.57 feet along said boundary on a tangential curve, with a central angle of 13°30'21", and a 240.00 foot radius to an intersection with the north line of said plat;

Thence S 77°57'56" E, along said north line, a distance of 676.31 feet;

Thence S 45°30'34" W, along said north line, a distance of 132.66 feet;

Thence S 45°54'51" W, along said north line, a distance of 47.39 feet;

Thence S 77°57'56" E, along said north line, a distance of 317.81 feet;

Thence N 12°02'04" E, along said north line, a distance of 150.00 feet;

Thence S 77°57'56" E, along said north line, a distance of 352.10 feet to an intersection with the east line of said plat;

Thence S 21°32'00" W, along said east line, a distance of 1461.11 feet, to an intersection with the east line of the Plat of Woodside at McGarvey Park Division 2, as recorded in Volume 202 of Plats, Pages 41 through 48, records of King County, Washington;

Thence S 68°28'00" E, along said east line, a distance of 222.66 feet;

Thence S 40°53'57" W, along said east line, a distance of 216.00 feet;

Thence S 58°10'00" E, along said east line, a distance of 467.85 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence N 43°28'57" E, along said east line, a distance of 94.29 feet;

Thence S 68°28'00" E, along said east line, a distance of 269.14 feet to an intersection with the north line of Tract "O" of the Plat of Woodside at McGarvey Park Division 1, as recorded in Volume 196 of Plats, Pages 86 through 97, records of King County, Washington;

Thence S 60°56'58" W, along said north line, a distance of 182.47 feet;

Thence 111.69 feet along said north line, on a tangential curve, with a central angle of 10°19'18", and a 620.00 foot radius;

Thence S 57°59'33" W, along said north line, a distance of 82.77 feet;

Thence S 50°30'32" W, along said north line, a distance of 140.15 feet;

Thence S 42°41'28" W, along said north line, a distance of 73.69 feet;

Thence S 19°58'53" W, along said north line, a distance of 108.45 feet;

Thence S 00°55'06" E, along said north line, a distance of 214.63 feet;

Thence S 81°47'52" W, along said north line, a distance of 76.18 feet;

Thence S 78°23'26" W, along said north line, a distance of 81.88 feet to an intersection with the southwest corner of Lot 1 of said Woodside at McGarvey Park Division 2 plat;

Thence in a westerly direction, perpendicular to the centerline of Parkside Way SE a distance of 56 feet, more or less, to an intersection with the east line of Lot 34 of said plat;

Thence in a southerly direction along said east line to the southeast corner thereof, also being a point on the north line of Tract "T" of said Woodside at McGarvey Park Division 1 plat;

Thence S 83°43'32" W, along said north line, a distance of 361.49 feet;

Thence S 88°58'35" E, along said north line, a distance of 86.85 feet to an intersection with the southwest corner of Lot 40 of said Woodside at McGarvey Park Division 2 plat;

Thence continuing along the westerly extension of the south line of said Lot 40 to an intersection with the north line of Tract "U", of said Woodside at McGarvey Park Division 1 plat;

Thence N 88°58'35" W, along said north line, a distance of 193.00 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence N 01°01'25" E, along said north line, a distance of 75.00 feet;

Thence N 88°58'35" W, along said north line, a distance of 84.93 feet;

Thence N 01°03'32" E, along said north line, a distance of 11.76 feet;

Thence N 17°34'25" W, along said north line, a distance of 32.81 feet;

Thence N 36°12'21" W, along said north line, a distance of 86.20 feet;

Thence N 27°54'39" W, along said north line, a distance of 42.24 feet;

Thence N 22°45'30" W, along said north line, a distance of 78.14 feet;

Thence N 32°04'38" W, along said north line, a distance of 16.30 feet;

Thence N 41°23'46" W, along said north line, a distance of 81.45 feet;

Thence N 43°07'15" W, along said north line, a distance of 165.53 feet;

Thence N 87°37'11" W, along said north line, a distance of 25.00 feet to an intersection with the west line of said Section 25;

Thence in a southerly direction along said west line to an intersection with the south line thereof;

Thence in an easterly direction along said south line to an intersection with the westerly right-of-way margin of West Lake Desire Drive Southeast;

Thence in a northeasterly direction along said westerly margin to an intersection with the west line of the southeast quarter of said Section 25;

Thence in a northerly direction, along said west line, a distance of 1,276.59 feet to an intersection with the north line of the south half of the southeast quarter of said Section 25;

Thence in an easterly direction along said north line to an intersection with the east line of said Section 25;

Thence in a southerly direction along said east line, and the east lines of said Sections 36 and 1 to an intersection with the southerly right-of-way margin of Southeast Petrovitsky Road;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence in a northwesterly direction along said southerly margin to an intersection with the northerly right-of-way margin of Southeast 184th Street (also known as Robert Van Horn Road, County Road Number 1341);

Thence in a westerly direction along said north margin to an intersection with the northerly right-of-way margin of Southeast Old Petrovitsky Road (also known as Peter Grubb, County Road Number 1310);

Thence in northwesterly, westerly, and southwesterly directions along said northerly margin to an intersection with the west line of said Section 36;

Thence in a southerly direction along said west line to an intersection with the southerly right-of-way margin of said Southeast Old Petrovitsky Road;

Thence in a westerly direction along said southerly margin to an intersection with the north line of the south half of said Section 35;

Thence in a westerly direction along said north line to an intersection with the west line of said Section 35;

Thence in a southerly direction along said west line to an intersection with the south line of said Section 35;

Thence in an easterly direction, a distance of 20.00 feet along said south line, to an intersection with the easterly right-of-way margin of 148th Avenue SE (also known as Henry Reichling Road, County Road Number 511);

Thence in a southerly direction along said easterly margin to an intersection with the easterly extension of the south line of the Plat of Ruddell's 3rd Addition, as recorded in Volume 108 of Plats, Pages 25 and 26, records of King County, Washington;

Thence N 89°12'25" W, along said south line, a distance of 1,332.92, more or less, feet to an intersection with the west line of the east half of the east half of said Section 3;

Thence S 00°59'17" W, along said west line to an intersection with the south right-of-way margin of Southeast 202nd Street, as conveyed by King County Recording Number 7606150722, records of King County, Washington;

Thence in a westerly direction along said south margin and its extension thereof to an intersection with the westerly right-of-way margin of 140th Avenue Southeast;

Thence N 01°02'10" E, along said westerly margin, a distance of 132.00 to an interception with the southeasterly right-of-way margin of Southeast 204th Way;

Thence in a southwesterly direction along said southeasterly margin to an intersection the east line of Tract "A", of the Plat of Jerry's Place, recorded in Volume 207 of Plats, Pages 50 through 54, records of King County, Washington;

Thence S 01°02'10" W, along said east line, a distance of 688.88 feet to the south line of said tract;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence N 55°21'52" W, along said south line, a distance of 426.21 feet to the west line of said plat;

Thence N 01°02'10" E, along said north line, a distance of 283.00 feet to an intersection with the south right-of-way margin of said Southeast 204th Way;

Thence in a northwesterly direction along a line running perpendicular to the centerline of said Southeast 204th Way to an intersection with the northwesterly margin thereof;

Thence in a southwesterly direction along said northwesterly margin to an intersection with the southwest corner of Tract "C" of the Plat of Forest Glen South, recorded in Volume 129 of Plats, Pages 66 through 67, records of King County, Washington;

Thence N 17°00'00" W, along the west line of said tract, a distance of 108.94 feet to the south line of Tract "B" of said plat;

Thence N 89°09'46" W, along said south line, a distance of 238.15 feet to an intersection with the south line of King County Short Plat Number 778109, recording number 7904090779, records of King County, Washington;

Thence N 89°09'46" W, along said south line, a distance of 660.00 feet to the west line of said short plat;

Thence N 01°06'57" E, along said west line, a distance of 920.02 feet to an intersection with the south line of Tract "B", of the Plat of Forest Trails Division 1, recorded in Volume 129 of Plats, Pages 78 through 80, records of King County, Washington;

Thence N 89°12'13" W, along said south line, a distance of 327.47 feet;

Thence N 41°29'14" W, along said south line, a distance of 487.24 feet to an intersection with the south line of King County Boundary Line Adjustment L97L0075, recording number 9710239010, records of King County, Washington;

Thence N 64°02'58" W, along said south line, a distance of 753.55 feet;

Thence N49°50' W, along said south line, a distance of 816.67 feet to an intersection with the west line of the east half of the east half of said Section 4;

Thence N 01°22'24" E, along said west line, a distance of 1,108.26 feet, more or less to the an intersection with the south line of the north half of the north half of Government Lot 2, of said Section 4;

Thence N 89°41'14" W, along said south line, a distance of 657.06 feet to an intersection with the west line of the east half of said Government Lot 2;

Thence N 01°22'24" E, along said west line, a distance of 298.63 feet to an intersection with the southerly right-of-way margin of Southeast 192nd Street (also known as Robert Melville Road, County Road Number 1119);

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence in a westerly direction along said south margin to an intersection with the west line of the northeast quarter of said Section 4;

Thence in northerly direction, along said west line, a distance of 30.00 feet to an intersection with the southwest corner of the southeast quarter of said Section 33;

Thence N 1°03'14" E, along the west line of said southeast quarter, a distance of 1,734.71 feet to an intersection with the boundary line of Lot 4, of King County Short Plat 775088, recording number 7710200755, records of King County, Washington;

Thence N 1°03'14" E, along said boundary, a distance of 567.11 feet;

Thence S 88°05'24" E, along said boundary, a distance of 300.00 feet;

Thence N 1°03'14" E, along said boundary, a distance of 435.00 feet to an intersection with the north line of the southeast quarter of said Section 33;

Thence S 88°05'24" E, along said north line, a distance of 1,092.25 feet to an intersection with the west line of Lot 1, King County Short Plat Number C1077001, recording number 7806080590, records of King County, Washington;

Thence N 44°23'34" E, along said west line, a distance of 466.00 feet to the east line of said lot;

Thence S 42°37'47" E, along said east line, a distance of 21.32 feet to an intersection with the west line of the Plat of Fox Estates, recorded in Volume 143 of Plats, Pages 53 through 55, records of King County, Washington;

Thence N 45°10'57" E, along said west line and it's extension thereof, a distance of 544.76 to an intersection with the northeasterly line of the Puget Sound Power and Light Company Transmission Line Easement, King County Recording Number 7105180453;

Thence in a northwesterly direction along said northeasterly line to an intersection with the south line of the northeast quarter of the northeast quarter of said Section 33;

Thence in a westerly direction along said south line to an intersection with west line of said subdivision (Excluding any portion of Lot 3, of King County Short Plat Number 779163R, recording number 8105060679, records of King County, Washington);

Thence N 01°53'26" E, along said west line, a distance of 1,327.22 feet, more or less, to the north line of said subdivision and the intersection with the west line of the southeast quarter of the southeast quarter;

Thence N 02°19'22" E, along said west line, a distance of 224.84 feet to an intersection with the west right-of-way margin of 128th Avenue Southeast;

Thence N 18°17'20" W, along said west margin, a distance of 55.17 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence N 01°44'32" E, along said west margin, a distance of 55.17 feet;

Thence 33.50 feet along said west margin on a tangential curve to the west, with a 25.00 foot radius to an intersection with the southerly right-of-way margin of right-of-way margin of John Petrovitsky Road Extension, King County Road Number 1401, also known as Southeast Petrovitsky Road;

Thence in a southeasterly direction, along said south margin, to an intersection with the southerly extension of the east right-of-way margin of 128th Avenue Southeast;

Thence in a northerly direction along said southerly extension to an intersection with the northerly right-of-way margin of said Southeast Petrovitsky Road;

Thence in a southeasterly direction along said northerly margin to an intersection with the westerly right-of-way margin of 134th Avenue Southeast, also being on the boundary line of Tract "A", Plat of Fairwood Park Division 7, recorded in Volume 116 of Plats, Pages 88 through 90, records of King County, Washington;

Thence 38.44 feet along said boundary on a tangential curve to the west, with a 25.00 foot radius;

Thence N 06°19'54" W, along said boundary, a distance of 20.83 feet;

Thence 95.75 feet along said boundary on a tangential curve to the east, with a 125.00 foot radius;

Thence N 68°49'23" W, along said boundary, a distance of 100.00 feet;

Thence N 15°08'04" E, along said boundary, a distance of 50.00 feet;

Thence N 03°49'50" W, along said boundary, a distance of 75.58 feet;

Thence N 10°54'32" W, along said boundary, a distance of 215.78 feet;

Thence N 01°54'34" W, along said boundary, a distance of 85.00 feet;

Thence N 05°43'52" E, along said boundary, a distance of 222.13 feet;

Thence S 83°01'33" W, along said boundary, a distance of 104.44 feet;

Thence N 06°58'27" W, along said boundary, a distance of 122.00 feet;

Thence N 83°01'33" E, along said boundary, a distance of 200.00 feet;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence S 06°58'27" E, along said boundary, a distance of 196.24 feet;

Thence S 05°42'38" W, along said boundary, a distance of 45.52 feet;

Thence N 83°01'33" E, along said boundary, a distance of 60.00 feet;

Thence N 06°58'27" W, along said boundary, a distance of 130.64 feet;

Thence N 83°01'33" E, along said boundary, a distance of 308.72 feet;

Thence N 11°12'47" W, along said boundary, a distance of 286.29 feet;

Thence N 48°10'37" E, along said boundary, a distance of 85.00 feet;

Thence 97.23 feet along said boundary on a non tangential curve to the east, with a 242.54 foot radius;

Thence N 18°51'11" W, along said boundary, a distance of 361.29 feet;

Thence 114.98 feet along said boundary on a tangential curve to the west, with a 171.00 foot radius;

Thence S 23°45'00" W, along said boundary, a distance of 123.95 feet;

Thence N 67°47'47" W, along said boundary, a distance of 48.26 feet;

Thence S 80°32'16" W, along said boundary, a distance of 57.67 feet;

Thence S 88°51'32" W, along said boundary, a distance of 121.53 feet;

Thence N 71°09'08" W, along said boundary, a distance of 254.14 feet;

Thence N 24°58'50" E, along said boundary, a distance of 127.61 feet;

Thence 111.75 feet along said boundary on a non tangential curve to the east, with a 329.00 foot radius;

Thence S 44°26'32" W, along said boundary, a distance of 157.76 feet;

Thence N 74°35'11" W, along said boundary, a distance of 125.02 feet to an intersection with the west line of said Section 27;

Exhibit D:
Fairwood Community PAA Description
(subject to adjustment by action of the King County Boundary Review Board)

Thence N 02°34'20" E, along said west line, a distance of 1,476.48 feet, more or less, to an intersection with the north line of the south half of the northeast quarter of said Section 28;

Thence N 87°50'47" W, along said north line, to an intersection with the westerly right-of-way margin of 128th Avenue Southeast, also being a point on the east line of Lot 8, Block 3, Plat of Cascade Vista Number 5, recorded in Volume 68 of Plats, Page 65, records of King County, Washington;

Thence N 2°29'54" E, along said east line, a distance of 100.36 feet;

Thence 31.42 feet, along said east line, on a tangential curve to the west, with a 20.00 foot radius to an intersection with the north line of said lot;

Thence northerly along a line perpendicular to the centerline of Southeast 164th Street, a distance of 60.00 feet, more or less to an intersection with the northerly right-of-way margin of SE 164th Street;

Thence S 87°30'06" E, along said northerly margin, to an intersection with the west line of the east half of the northeast quarter of said Section 28;

Thence N 01°59'35" E, along said west line, to an intersection with the south line of said Section 21;

Thence S 87°30'06" E, along said south line, a distance of 549.44 feet, more or less to an intersection with east right-of-way margin of the City of Seattle Cedar River Pipeline;

Thence in a northwesterly direction along said east margin to an intersection with the west line of the southeast quarter of the southeast quarter of said Section 21, also being the City Limits of Renton as annexed under Ordinance Number 1961;

Thence in a northerly direction along said west line and city limits to an intersection with the north line of said southeast quarter of the southeast quarter of said Section 21, also being the City Limits of Renton as annexed under Ordinance Number 3723;

Thence in an easterly direction along said north line and city limits to an intersection with the west line of said Section 22;

Thence in a northerly direction along said west line and city limits to the POINT OF BEGINNING.

TOGETHER WITH the Plat of Woodside at McGarvey Division 6, recorded in Volume 216 of Plats, Pages 55 through 62, records of King County, Washington,