



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**January 8, 2008**

**Ordinance 16002**

**Proposed No.** 2007-0602.1

**Sponsors** Dunn and Patterson

1 AN ORDINANCE authorizing the executive to enter into  
2 interlocal agreement with the city of Renton relating to the  
3 annexation of the Benson Hill Communities Potential  
4 Annexation Areas and transferring certain surface water  
5 and parks facilities and property interests to the city.

6

7 STATEMENT OF FACTS:

8 1. King County's Annexation Initiative encourages the expedited  
9 annexation of all remaining urban unincorporated areas in order to achieve  
10 both financial stability in the current expense fund, and the regional land  
11 use vision set forth in the countywide planning policies.

12 2. The city of Renton has several large Potential Annexation Area  
13 ("PAAs"), located to the east, west and south of the city with an estimated  
14 combined population of over sixty thousand residents.

15 3. A group of residents living in the portion of the Fairwood PAA to the  
16 west and south of the Fairwood Community PAA, known as the Benson  
17 Hill Communities PAA, initiated the process of annexation with the city of

18 Renton by submitting a petition to the Renton City Council requesting an  
19 annexation elections be placed on the ballot.

20 4. The city intends to seek approval of the residents of the Benson Hill  
21 Communities PAA to annex this area, by ballot proposition at the 2007  
22 General Election on November 6, 2007, for an effective date, if approved  
23 by the voters, of March 1, 2008.

24 5. To facilitate the transition of local government services delivery in the  
25 Benson Hill Communities PAA and complete the transfer of local surface  
26 water management facilities and properties located within the PAA upon  
27 annexation to the city, the city and county wish to enter into an interlocal  
28 agreement which addresses transfer of public records and transfer of  
29 ownership of surface water management and local parks facilities and  
30 properties among other matters.

31 6. Consistent with council Motion 12018, the agreement proposes the  
32 transfer of annexation incentive reserve funds to the city if the annexation  
33 is approved by the voters and accepted by the city, in the amount of  
34 \$950,000 from the general fund annexation incentive reserve and  
35 \$250,000 real estate excise tax II annexation incentive reserve, plus a  
36 commitment to complete road overlay improvements in the PAA before  
37 annexation in an amount of \$500,000.

38 7. The agreement conditions \$300,000 of the general fund annexation  
39 incentive funding transferred to the city on the successful adoption of an  
40 interlocal agreement between the city of Renton and the Renton School

41 District providing for the transfer of ownership upon annexation of the  
42 Renton pool at Lindberg High School from the county to the school  
43 district.

44 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

45 SECTION 1. The county executive is hereby authorized to enter into an interlocal  
46 agreement, substantially in the form of Attachment A to this ordinance, with the city of  
47 Renton to provide for the transition of governmental services and property in the event of  
48 annexation, including, but not limited to, the transfer of \$950,000 annexation incentive  
49 funding from the general fund annexation incentive reserves; \$250,000 annexation  
50 incentive funding from the real estate excise tax II annexation incentive reserve;

51 provision of \$500,000 of road overlay improvements in the areas to be annexed; and to  
52 transfer the facilities and properties as referenced therein.

53

Ordinance 16002 was introduced on 11/5/2007 and passed by the Metropolitan King County Council on 1/7/2008, by the following vote:

Yes: 7 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. Ferguson, Mr. Gossett and Mr. Phillips

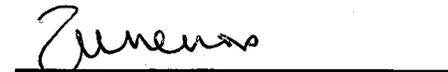
No: 0

Excused: 2 - Mr. von Reichbauer and Ms. Hague

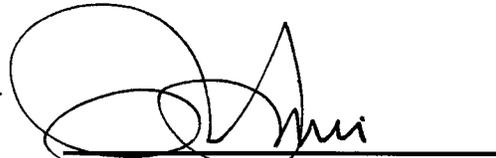
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
\_\_\_\_\_  
Julia Patterson, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

APPROVED this 14 day of January, 2008.

  
\_\_\_\_\_  
Ron Sims, County Executive

Attachments A. Interlocal Agreement between the City of Renton and King County, Relating to the Annexion of the Benson Hill Communities Potential Annexion Area

RECEIVED  
2008 JAN 16 PM 3:57  
KING COUNTY COUNCIL

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON AND KING COUNTY, RELATING TO THE ANNEXATION OF THE BENSON HILL COMMUNITIES POTENTIAL ANNEXATION AREA**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2007. 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, on November 6, 2007, the citizens of the City's Potential Annexation Area generally described in **Exhibit A** hereto, generally known as the "Benson Hill Communities Potential Annexation Area" (hereinafter the "Annexation Area") will have an opportunity to vote on whether to annex to the City; and

WHEREAS, if approved by the voters, annexation of the Annexation Area to the City will become effective on or before March 1, 2008, pursuant to City ordinance; and

WHEREAS, as of the date of legal annexation of the Annexation Area, pursuant to state law, the City will own, and have the responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the City limits together with all appurtenances located within such rights-of-way, including but not limited to, drainage facilities, stormwater facilities, environmental mitigation sites and monitoring projects, street lights, traffic signals and traffic signs; and

WHEREAS, the City and the County desire to facilitate an orderly transition of services, including but not limited to police services, court services and public works services associated with the Annexation Area; and

WHEREAS, the City and the County desire to mutually determine the appropriate timing for the transfer of public records; and

WHEREAS, it is the policy of the City of Renton to welcome the annexation of areas that desire to become part of the City while maintaining services to current Renton residents; and

WHEREAS, upon annexation of the Annexation Area, the County shall make available to the City a one-time payment of 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 areas to be annexed; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing local County park facilities and properties in the Annexation Area; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing County surface water facilities and related property interests in the Annexation Area; and

WHEREAS, all local governmental land use authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the date of annexation; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions with respect to land use and permitting from and after the date of annexation shall be made by the City; and

WHEREAS, the parties desire to coordinate in outreach to residents of the Benson Hill Communities PAA in advance of the annexation election; 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 from the effective date of annexation of the Annexation Area; provided, however, that in the event the annexation measure is rejected by voters at the November 6, 2007 election then this Agreement shall terminate on December 31, 2008.
2. ANNEXATION. The City has taken action to ensure placement on the ballot at the November 6, 2007, election for the registered voters of the Annexation Area to vote on whether to annex to the City. If approved by the voters at said election, the City shall take action by ordinance to ensure that the annexation of the Annexation Area will be effective on or before March 1, 2008. The term "Annexation Area" means the territory generally described in **Exhibit A** hereto.
3. RECORDS TRANSFER. Upon approval of the annexation by voters and acceptance thereof by the City, the County shall work with the City to transfer to the City public records including but not limited to record drawings or construction drawings that are requested by the City related to transferred facilities and properties within the Annexation Area. The City shall send a written request for records to the director of the County department or division holding such records. Alternately, the City may request in writing that such director schedule a records transfer meeting at which City representatives shall meet with County department representatives in order to review and identify records to be copied and/or transferred consistent with the terms of this Section 3. The request shall provide sufficient detail to allow the County to identify

and locate the requested records. The County shall make its best effort to provide the documents within forty-five (45) days of the request. The County may elect to provide original records if available and copies of records will be provided only in cases in which copies are acceptable to the City. The County shall not be required to provide records that are not reasonably available or to create records or compilations that have not already been created. Notwithstanding anything in this section to the contrary, sheriff records transfers will be subject to the provisions of Section 9 and **Exhibit H**.

4. ANNEXATION FUND PAYMENT AND ROAD IMPROVEMENTS

CONTRIBUTION. In order to partially offset the City's cost of transitioning and providing services to the Annexation Area, and in consideration of the City relieving the County of the burden of providing local public services (including but not limited to drainage services and operation of local park and recreation facilities) in the Annexation Area, the County will provide the City with a payment from the annexation initiative incentive reserve funds, and shall fund certain roadway improvements in advance of annexation.

- a. The County shall pay the City up to \$950,000 in County General Fund dollars, which amount shall be paid as follows:
  - i. Upon the City's request, \$475,000 shall be transmitted to the City not later than 30 days following adoption by the City of an ordinance accepting annexation of the Annexation Area effective no later than March 1, 2008 (which action shall be taken after receiving certification that the proposition was approved by voters).
  - ii. \$175,000 and any portion of the \$475,000 the County has not already paid to the City authorized by paragraph 4.a.1 above shall be transmitted to the City within 30 days following the effective date of the annexation of the Annexation Area so long as that effective date is no later than March 1, 2008.
  - iii. \$300,000 of the \$950,000 shall be transmitted to the City when: (i) the City provides the County with a copy of an executed, written agreement between the City and the Renton School District ("District") committing the City to pay the District for support of future operations of the Renton Pool; and (ii) the District and County have executed and recorded a lease termination and asset transfer agreement for the Renton Pool. It is the intent of the parties that, in lieu of transferring the Renton Pool to the City, the Pool will instead be owned and operated by the District from and after the date of annexation with ongoing financial support from the City; therefore it is agreed by the parties that the \$300,000 retained by the County with respect to the Renton Pool shall not be payable to the City if the conditions (i) and (ii) set forth in the preceding sentence are not met by June 1, 2008.
- b. A payment to the City of \$250,000 from the County's 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, not later than 30 days following adoption by the City of an ordinance accepting annexation of the Annexation Area effective no later than March 1, 2008 (which action shall be taken after receiving certification that the proposition was approved by voters).

- c. Completion or commitment of funding towards roadway overlay improvements to be made by the County in the Annexation Area valued at \$500,000. The improvements and/or funding commitments shall be made only after the City Council acts to accept annexation of the Annexation Area effective no later than March 1, 2008, 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 improved 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.
  - d. No annexation incentive reserve funds shall be payable for any annexation of any portion or all of the Annexation Area with an effective date later than March 1, 2008, or in the event the City does not assume ownership of all Parks Properties, Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties upon annexation as contemplated by Sections 5 and 6 of this Agreement.
5. PARK AND OPEN SPACE FACILITIES AND PROPERTIES. The County shall transfer to the City, and the City shall accept, the park and greenbelt properties located in the Annexation Area listed in **Exhibit B-1** attached hereto and incorporated herein, which park and greenbelt properties are more generally known as **Cascade Park** and the **“Greenbelt Property.”**

These transfers shall be accomplished through the execution by the County Executive and Mayor of Renton of an intergovernmental transfer agreement in substantially the form as **Exhibit C**, attached hereto and incorporated herein, which execution shall occur within thirty days of the City Council acting to accept the annexation of areas within which the parks and greenbelt property are included. It is the intent of the parties that transfer of Cascade Park and the Greenbelt Property (hereinafter the **“Park Properties”**) shall occur as nearly as possible on or immediately after the effective date of the annexation of the Benson Hill Communities Potential Annexation Area.

Following completion of construction by the County of the Soos Creek regional trail through the Annexation Area, the parties will work to collaboratively identify portions of County park properties adjacent to the Soos Creek regional trail within the Annexation Area that could be developed by the City for local active park and recreation purposes without unduly impacting the use and enjoyment by the public of

the Soos Creek regional trail. The parties will work to secure the transfer or long-term lease to the City of such suitable properties for said purposes.

6. TRANSFER OF DRAINAGE-RELATED PROPERTIES AND ROAD-RELATED PROPERTIES TO CITY.

- a. Transfer of Drainage Facilities and Drainage Facility Property Interests.
  - i. Upon the effective date of annexation for the area in which the “Drainage Facilities” identified in **Exhibit D**, attached hereto and incorporated herein by reference, are located, those Drainage Facilities which are held by the County as specifically identified in **Tables A and C** of **Exhibit D** shall automatically be transferred from the County to the City, and the City shall assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to said Drainage Facilities. The Drainage Facilities identified in **Table B** of **Exhibit D** shall not be transferred but shall remain in private ownership. The City shall have the right but not the obligation to inspect the facilities identified in **Table B** from and after the effective date of annexation.
  - ii. The County shall upon the effective date of annexation for the area in which the “Drainage Facility Property Interests” (which property interests are currently held by the County) identified in **Exhibit E**, attached hereto and incorporated herein by reference, are located, convey by quit claim deed in substantially the form in **Exhibit F**, attached hereto and incorporated by reference, to the City, and the City shall accept, the Drainage Facility Property Interests, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Drainage Facility Property Interests.
  - iii. The County is willing to provide surface water management services and maintenance for the Annexation Area via separate written agreement between the Parties.
  - iv. Both parties will make staff available to identify and review any additional County-owned local drainage facilities, easements, and other property interests within the Annexation Area that should appropriately be conveyed to the City. Such facilities and other property interests include those for which the County's facility acceptance process has not yet been completed, including both projects being constructed by the County as well as projects subject to County approval that are constructed by third parties. Any such additional County-owned drainage properties or other property interests shall be transferred to the City pursuant to this Agreement and upon County approval, including if necessary the adoption of an ordinance authorizing the transfer of King County owned drainage properties and property interests. The transfer of responsibility for drainage facilities shall be documented in writing, including specific facilities transferred and the date of transfer and such documentation

signed by the appropriate City representative and the Director of the King County Water and Land Resources Division.

b. Transfer of Road-Related Properties.

The County shall upon the effective date of annexation convey by quitclaim deed in substantially the form in **Exhibit F** attached hereto and incorporated herein by reference, to the City, and the City shall accept, the Road-Related Properties identified in **Exhibit G**, attached hereto and incorporated herein by reference, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Road Related Properties, and to maintain the use of such properties for road-related purposes. In the event the City wishes to sell or convert the Road-Related properties to non-road purposes, it shall first pay the County the fair market value for such properties.

c. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Drainage Facilities, Drainage Facility Property Interests, and Road-Related Properties.

- i. The City will have the opportunity to inspect the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties before accepting ownership, however regardless of such inspection the City has the duty to accept all facilities as specified in this agreement. The County will make its records concerning the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties available to the City and the County personnel most knowledgeable about the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties will be available to jointly inspect the property with City personnel and to provide the City the status of maintenance of such facilities, point out known conditions, including any defects or problems, if any, with the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties. The City agrees to accept the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities Drainage Facility Property Interests and Road-Related Properties.
- ii. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties and no official, employee, representative or agent of King County is authorized otherwise.

- iii. The City acknowledges and agrees that except as indicated in paragraph 6(d)(ii), the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties without regard to whether such defect or deficiency was known or discoverable by the City or the County.
- d. Environmental Liability related to the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties.
- i. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
  - ii. Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Drainage Facilities, Drainage Facility Property Interests or Road-Related Properties by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on, changing the configuration of, or changing the use of the Drainage Facilities, Drainage Facility Property Interests or Road-Related Properties.
  - iii. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing within ninety (90) days of discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
  - iv. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.
- e. Indemnification related to Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties.
- i. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties that occurred prior to the effective date of annexation, except to the extent that indemnifying or holding the City harmless would be limited by Section 6(d) of this Agreement. In the event that any suit

based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

- ii. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties that occur on or after the effective date of annexation, except to the extent that indemnifying or holding the County harmless would be limited by Section 6(d) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- iii. For a period of three years following transfer, each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties.
- iv. Each Party to this Agreement agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party to this Agreement, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

f. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7. ASSESSMENT OF SURFACE WATER CHARGES FOR DRAINAGE FACILITIES AND DRAINAGE FACILITY PROPERTY INTERESTS. As of the effective date of the annexation, the County's responsibility for surface water management service in the Annexation Area will transfer to the City. The County will not bill for surface water service or charges in the Annexation Area after the annexation effective date and if necessary the County Treasurer will send out amended property tax statements reflecting this transition in service responsibility within 60 days of the annexation effective date.

8. JAIL SERVICES. On and after the date of annexation, the Annexation Area is subject to the existing Interlocal Agreement between King County and the City of Renton for Jail Services. All misdemeanor crimes that occur in the Annexation Area prior to the date of annexation will be considered crimes within the jurisdiction of King County for the purposes of determining financial responsibility under said Interlocal Agreement for Jail Services. All misdemeanor crimes that occur in the Annexation Area on or after the date of annexation will be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility under the Interlocal Agreement for Jail Services.
9. POLICE SERVICES. On the effective date of the annexation, police service responsibility within the Annexation Area will be transferred to the City. Criminal cases and investigations pending with the County Sheriff prior to the effective date of the annexation remain the responsibility of the County. The parties shall implement the police transition plan attached hereto at **Exhibit H**. In addition to the provisions of that transition plan, the parties further agree as follows:
  - a. Sharing of community information: The County agrees to provide community contact lists that the County may have regarding the Annexation Area to the City within 90 days of the City so requesting such information. These lists may include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations.
  - b. Annexation of Emergency Response (911) Services: The City and County agree to coordinate transfer of emergency response (911) services in the Annexation Area.
10. DISTRICT COURT SERVICES TRANSITION. The County will be responsible for the prosecution of and payment of any fees or assessments associated with misdemeanor criminal cases where the alleged violation occurred prior to the effective date of annexation. The City will be responsible for the prosecution of and payment of court filing fees and other fees associated with misdemeanor criminal cases where the alleged violation occurred on or after the effective date of annexation.
11. STATUS OF COUNTY EMPLOYEES. Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Area, provided that the City's consideration of hiring affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 et seq. The County shall in a timely manner provide the City with a list of those affected employees.
12. COMMUNITY SURVEY. In order to share the City's costs for conducting a community survey to determine interest in annexation and services, the County will upon receipt of written evidence of costs incurred by the City for this purpose pay the City \$9,000 towards the cost of the April 2007 community survey commissioned by the City.

13. 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:

King County:

Mayor  
City of Renton  
1055 S Grady Way.  
Renton, WA 98057

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

14. 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.

15. INDEMNIFICATION.

The following indemnification provisions shall apply to the entirety of this Agreement except for: (1) Section 6 concerning Drainage Facilities, Drainage Facility Property Interests and Road-Related Properties, which Section shall be controlled exclusively by the provisions therein; and (2) **Exhibit C** relating to the transfer of Park Properties which also contains separate indemnification provisions.

- 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 of governmental authority 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 authority 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.

16. 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. Remedies. In addition to any other remedies provided at law, the Parties agree that in the event of a breach of this Agreement, the aggrieved party may seek specific performance.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 13. 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 13. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- o. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

- p. Equal Opportunity to Draft. Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Statement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.
  
- q. 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:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Sr. Deputy Prosecuting Attorney

DATED: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney



Exhibit A

Description of Annexation Area

**BENSON HILL COMMUNITIES ANNEXATION  
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 southeast corner of those lands annexed to the City of Renton under Ordinance No.1961 in the Southeast quarter of said Section 21 said southeast corner also being the point of intersection of the west line of the Southeast quarter of the Southeast quarter of said Section 21 and the southwesterly right of way margin of the City of Seattle Cedar River Pipe Line;

Thence southeasterly along said southwesterly margin, crossing SE 160<sup>th</sup> Street, to the south line of said Southeast quarter;

Thence westerly, along said south line to an intersection with the east line of the west half of the Northeast quarter of said Section 28;

Thence southerly along said east line, to the northerly right of way margin of SE 164<sup>th</sup> Street;

Thence easterly along said northerly margin to the point of intersection with the northerly extension of the easterly right of way margin of 128<sup>th</sup> Ave SE;

Thence southerly along said northerly extension and the easterly margin thereof to the north line of the south half of said Northeast quarter;

Thence easterly along said north line 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, said records, 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 (Petrovitsky Road Revision, Est. 5-28-62), in the Southwest quarter of the Southwest quarter of said Section 27;

Exhibit A

Thence southeasterly perpendicular to the centerline of said SE Petrovitsky Road, a distance of 92' to the southerly margin thereof;

Thence southwesterly, westerly and northwesterly along the various courses of said southerly right of way margin, crossing 128<sup>th</sup> Avenue SE, to the northwest corner of that portion of 128<sup>th</sup> Avenue SE dedicated per deed under King County Rec. No. 20000913001594, on the westerly right of way margin of 128<sup>th</sup> 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;

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 a 100' wide Puget Sound Power & Light Transmission Line 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, said records;

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

Exhibit A

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 thereto, said point also being on the north line of Boulevard Lane Park, as deeded to King County under King County Rec. No. 19991011001557;

Thence southeasterly along the east line of said park 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 continuing southerly along said east line, parallel with the west line of said subdivision, to a point on the northerly right of way margin of SE 192<sup>nd</sup> Street, said northerly right of way margin being 50 feet northerly of the south line of said Section 33 and the centerline of SE 192<sup>nd</sup> Street;

Thence westerly along the various courses of said northerly right of way margin, crossing 120<sup>th</sup> Avenue SE, 116<sup>th</sup> Avenue SE, 114<sup>th</sup> Place SE and 113<sup>th</sup> 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 196<sup>th</sup> 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 (108<sup>th</sup> 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 the westerly right of way margin of State Route 515 (108<sup>th</sup> Avenue NE), crossing SE 192<sup>nd</sup> Street, SE 196<sup>th</sup> Street and SE 199<sup>th</sup> Street, to the northerly right of way margin of SE 200<sup>th</sup> Street in the north west quarter of said Section 5;

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

Thence northerly, easterly and westerly along the various courses of the existing limits of the City of Renton as annexed under City of Renton Ordinance Nos. 3885 & 3109 to the point where said existing limits as annexed under City of Renton Ordinance No. 3109 leaves the section line common to Sections 5 & 6 and enters said Section 6;

Thence northerly along said common section line to its intersection with the existing City of Renton Limits Line as annexed under City of Renton Ordinance No. 3268;

**Exhibit A**

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) 3268, 5205, 5041, 3268, 4069, 1743, 4476, 1971, 3864, 1971, 5236, 1971, 3742, 1971, 3108, 1909, 5208, 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, 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, and lying northerly of the northerly right of way margin of S. 200<sup>th</sup> Street; and

That portion of the Northwest quarter of said Section 5, lying northerly of the northerly right of way margin of S. 200<sup>th</sup> 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.

Exhibit B-1

Parks Properties Description

General Description and Names of County Park and Greenbelt Properties within the Annexation Area Transferring to the City of Renton

Name of park	Amenities/Facilities
Cascade Park	10.94 acre site with 6 playfields, a picnic area and play equipment area
Greenbelt Property	.57 acres

Exhibit C

**Intergovernmental Land Transfer Agreement Between  
King County and the City of Renton**

Relating to the Ownership, Operation and Maintenance of Local Park and  
Greenbelts Properties

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

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property inside its boundaries; and

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

WHEREAS, the City has committed to annex the area known as the "Benson Hill Communities," which annexation was approved by the voters at the November 6, 2007, election; and

WHEREAS the County desires to divest itself of ownership, management, and financial responsibility for local parks in the Benson Hill Communities area, specifically, that park known as "**Cascade Park**"; and

WHEREAS, the County also owns certain undeveloped property within the Benson Hills' Communities area which were acquired to be preserved as a greenbelt, as further described in Exhibit **B-2** (the "**Greenbelt Property**"); and

WHEREAS the County is legally restricted from converting **Cascade Park** and the **Greenbelt Property** from their current uses without expending funds to replace the converted facilities; and

WHEREAS given the legal restriction regarding conversion of **Cascade Park** and Greenbelt Property (collectively, the "**Park Properties**" as generally described in **Exhibit A**), the marketability of the properties is limited and, as a result, the cost of operating the Park Properties is approximately equal to the value of the Park Properties to the County; and

WHEREAS to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a

## Exhibit C

goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency; and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption in the transfer of the **Park Properties**;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

### 1. Conveyance of Title

1.1 Upon the effective date of the annexation by the City of the Benson Hill Communities area, King County shall convey to the City by bargain and sale deed all its ownership interest, and/or, when possible, by assignment, any leasehold interest or shared use responsibility, in **Cascade Park**, described more fully in **Exhibit B-1**.

1.2 Upon the effective date of the annexation by the City of the Benson Hill Communities, King County shall convey to the City by quitclaim deed in substantially the form in **Exhibit D**, attached hereto and incorporated herein by reference, to the City, and the City shall accept, the **Greenbelt Property** identified in **Exhibit B-2** attached hereto and incorporated herein by reference, and which conveyance and acceptance shall be subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Greenbelt Property.

1.3. The deed for transfer of **Cascade Park** shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce all of these covenants, which shall be set forth as follows:

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

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

## Exhibit C

"The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

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

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

- 1.4 The deed for the **Greenbelt Property** shall contain the restrictions intended to preserve the use of said property as a greenbelts restricted to use as open space and passive recreation, as were placed on the property at the time of its conveyance to King County, all as more specifically described in said deed. The City covenants that it shall place said restrictions in any deed conveying any or a portion of the Greenbelt Property.
- 1.5 Transfer of **Cascade Park** shall include conveyance of the personal property, equipment and supplies listed on **Exhibit A-1**. The County will leave such existing property, equipment and supplies on site. The City takes such property, equipment and supplies AS IS and WHERE IS and agrees that the County holds no future responsibility with regard to the equipment and supplies or any occurrence related to or resulting from use of the equipment and supplies.

## 2. Existing Restrictions, Agreements, Contracts or Permits

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

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

- 3.1 The City will have the opportunity to inspect **Cascade Park** and the **Greenbelt Property** (collectively, the "**Park Properties**") before accepting ownership; however, regardless of such inspection the City has the duty to accept all facilities and properties as specified in this agreement. The County will make its

**Exhibit C**

records concerning the Park Properties available to the City, and the County personnel most knowledgeable about the Parks Properties will be available to jointly inspect the property with the City personnel and to point out known defects or problems, if any, with the Park Properties. The City agrees to accept the Park Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Park Properties.

- 3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Park Properties, and no official, employee, representative or agent of King County is authorized otherwise.
- 3.3 The City acknowledges and agrees that except as indicated in paragraph 4.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Park Properties without regard to whether such defect or deficiency was known or discoverable by the City or the County.

**4. Environmental Liability**

- 4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 4.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Park Properties by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Park Properties, changing the configuration of the Park Properties, or changing the use of the Park Properties.
- 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing within ninety (90) days of discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- 4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

## Exhibit C

**5. Indemnification and Hold Harmless**

- 5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Park Properties that occurred prior to the effective date of conveyance of the Park Properties to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- 5.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- 5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Park Properties that occurred on or after the effective date of conveyance of the Park Properties to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- 5.4 Each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party

Exhibit C

relating to or pertaining to the Park Properties.

- 5.5 Each party agrees that its obligations under this Section 5 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

**6. Audits and Inspections**

- 6.1 Until December 31, 2013, any of either party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

**7. Waiver and Amendments**

- 7.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**8. Entire Agreement and Modifications**

- 8.1 The parties to this Intergovernmental Agreement acknowledge that it is a negotiated agreement and that, together with its Exhibits and that certain Agreement dated \_\_\_\_\_ between the parties entitled INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON AND KING COUNTY, RELATING TO THE ANNEXATION OF THE BENSON HILL COMMUNITIES POTENTIAL ANNEXATION AREA, ("Annexation Agreement") sets forth the entire agreement between the parties with respect to the subject matter hereof. There are no understandings or agreements between the parties respecting the subject matter hereof, written or oral, other than as set forth herein and in the Annexation Agreement.
- 8.2 Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Statement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

**9. Duration and Authority**

Exhibit C

9.1 This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

10. Notice

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

King County:

City:

Kevin Brown  
Manager, Parks and Recreation  
Division, DNRP  
Suite 700, King Street Center  
201 S. Jackson Street  
Seattle, WA 98104

Terry Higashiyama  
Community Services Department  
Administrator  
City of Renton  
1055 S. Grady Way  
Renton, WA 98055-3232

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Renton

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County  
Senior Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit C

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_ City and State

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_ City and State

My appointment expires \_\_\_\_\_

Exhibit C

**EXHIBIT A**  
**King County Local Parks and Greenbelt Property Transferring to  
the City of Renton  
(Collectively, the “Park Properties”)**

**Name of park or parcel**

**Amenities/facilities**

Cascade Park (Exhibit B-1)

10.94 acre site with 6 playfields, a picnic area and play equipment area

Greenbelt property (Exhibit B-2)

.57 acres

Exhibit C

Exhibit A-1

**Personal Property, Equipment and Supplies at Cascade Park to be Transferred with  
Local Parks and Recreation Facilities Properties**

Garbage cans -

Picnic tables -

Float line -

Bleachers -

Irrigation controller -

Soccer goals

Additional Equipment:

Chalk liners -

Whiting -

Paint liners -

Paint -

Safety slider bases -

Quick couplers -

Ballfield Rakes -

Infield drag -

Flex harrow -

Pitching rubbers -

Home plates -

Exhibit C

**EXHIBIT B**

**Parks Properties Legal Descriptions**

**Part 1: Summary: Funding Sources and Assessor Parcels included within each Park/Property**

**Exhibit B-1: Cascade Park**

Acquired through Forward Thrust Bonds (assessor parcel #282305-9085)

**Exhibit B-2: Greenbelt Property**

Acquired through dedication. (assessor parcel #746140-0420)

## Exhibit C

Exhibit B-1

## Part 2: Detailed Legal Descriptions

Cascade Park 282305-9085

That portion of the northwest quarter of the northeast quarter and portion of the northeast quarter of the northwest quarter of Section 28, Township 23 North, Range 5 East, W.M., described as follows:

Beginning at the North quarter corner of said Section 28; thence North 89°10'36" West along the North line of said Section 28 a distance of 345 feet to a point on a curve from whence the center bears North 57°20'00" East 360 feet; thence to the left along said curve, 37.32 feet to the true point of beginning, said point being on a line parallel to and 30 feet Southerly of (measured at right angles to) the North line of said Section 28, said point being also on the Westerly boundary of Cascade Vista No. 4, as recorded in Volume 067 of Plats, page 016, records of King County, Washington; thence along said Westerly boundary, and Southerly on said curve 94.63 feet to the point of tangency; thence continuing along said Westerly boundary the following course: South 53°40'00" East 80.00 feet; thence South 36°20'00" West 110.00 feet; Thence South 53°40'00" East 210.00 feet; Thence again along said Westerly boundary of Cascade Vista No. 4, the following two courses, South 53°40'00" East 70.00 feet; thence South 29°40'00" East 77.28 feet to the Westerly boundary of Cascade Vista No. 7 as recorded in Volume 070 of Plats, page 025, records of King County, Washington; thence continuing on the Westerly boundary of said Cascade Vista No. 7 the following courses; South 33°01'27" East 280.48 feet; thence South 9°46'54" East 102.46 feet; thence South 2°04'17" West 145 feet thence South 24°29'38" East 67.08 feet; thence South 2°04'17" West 109.89 feet to the North line of the South 250 feet of the northwest quarter of the northeast quarter of said Section 28, thence North 87°50'48" West, along the North line of said south 250 feet a distance of 236.80 feet to the West line of said Northwest quarter of the Northeast quarter; thence along said North line North 88°41'05" West 130.98 feet to the Easterly boundary of Cascade Hills No. 3. as recorded in Volume 062 of Plats, pages 066 and 067, records of King County, Washington; thence North 27°24'03" West along said Easterly boundary, 452.52 feet; thence North 21°00'00" West along said Easterly boundary 650.00 feet; thence North 0°49'24" East along said Easterly boundary 70.00 feet, to a point on a line parallel to and 30 feet southerly of (Measured at right angles to) the North line of said Section 28; thence South 89°10'36" East, along said parallel line, 287.80 feet, more or less, to the true point of beginning; EXCEPT that portion lying within Pacific Northwest Pipeline right-of-way as described in instrument recorded un Auditor's File No. 4705922; situate in the City of Bellevue, County of King, State of Washington.

SUBJECT to: Release of damages agreement recorded under Auditor's File No. 5379187; Drainage agreement recorded under Auditor's File No. 5306612; Easements recorded under Auditor's File Nos. 5412613 and 5667736.

**Exhibit C**

**Exhibit B-2  
Greenbelt Property**

*The following greenbelt located within the Benson Hill Communities Annexation area:*

Tracts A and B, Ruddell's 1<sup>st</sup> Addition, as recorded in Volume 108 of Plats, pages 018 through 019, records of King County, Washington. (Tax Account 746140-0420)



## Exhibit D

**Drainage Facilities to be Transferred to or Subject to Inspection by City of Renton  
upon Annexation of Benson Hill / Cascade PAA**

**Table A: Stormwater System Facilities to be transferred to City**

<b>Facility number</b>	<b>Facility Name</b>	<b>Facility Address</b>	<b>Facility Type</b>
DR0508	Cascade 5	12143 SE 160th St	Channel
DR0518	Fall Drainage Improvement	18808 102nd Ave SE	Culvert
DR0538	Maple Glen Addition R/D Pond	18200 108th Ave SE	Regional R/D
DR0606	Cascade Vista Drainage Improvement	12700 SE Petrovitsky Rd	Culvert Enclosed
DR0605	Ruddell Drainage Improvement	11100 SE 184th PI	Drain
DR0508	Cascade 5	12143 SE 160th St	Channel
DR0518	Fall Drainage Improvement	18808 102nd Ave SE	Culvert
DR0538	Maple Glen Addition R/D Pond	18200 108th Ave SE	Regional R/D
DR0606	Cascade Vista Drainage Improvement	12700 SE Petrovitsky Rd	Culvert Enclosed
DR0605	Ruddell Drainage Improvement	11100 SE 184th PI	Drain
DR0508	Cascade 5	12143 SE 160th St	Channel
DR0518	Fall Drainage Improvement	18808 102nd Ave SE	Culvert
DR0538	Maple Glen Addition R/D Pond	18200 108th Ave SE	Regional R/D
DR0606	Cascade Vista Drainage Improvement	12700 SE Petrovitsky Rd	Culvert Enclosed
DR0605	Ruddell Drainage Improvement	11100 SE 184th PI	Drain
DR0508	Cascade 5	12143 SE 160th St	Channel
DR0518	Fall Drainage Improvement	18808 102nd Ave SE	Culvert
DR0538	Maple Glen Addition R/D Pond	18200 108th Ave SE	Regional R/D
DR0606	Cascade Vista Drainage Improvement	12700 SE Petrovitsky Rd	Culvert Enclosed
DR0605	Ruddell Drainage Improvement	11100 SE 184th PI	Drain

**Table B: Commercial Stormwater Facilities to remain in private ownership, but may be inspected by City**

<b>Facility Number</b>	<b>FACILITY NAME</b>	<b>FACILITY ADDRESS</b>
D95122	Spring Glen Court Condos	17115 116th Ave SE
D95127	Fred Sargent	10915 SE Petrovitsky
D95427	Plastic & Reconstructive Surgeons, Inc	17930 Talbot Rd S
D95436	Culver Dental Clinic	16655 108th Ave SE
D95437	Valley Dental Center	10700 SE 174th St
D95439	Skippers	17808 108th Ave SE

## Exhibit D

D95442	Glenview Heights	10405 SE 172nd St
D95443	Dr Alan Wilson	17600 Talbot Rd S
D95444	Dr Alan Wilson	17600 Talbot Rd S
D95445	Valley Trust Credit Union	17620 Talbot Rd S
D95449	Children's World Learning Center	11010 SE 176th St
D95450	Euro Institute of Skin Care	10904 SE Petrovitsky Rd
D95453	Terra Office Bldg	17422 108th Ave SE
D95458	Lomas, Richard	17800 Talbot Rd S
D95645	Lindberg High School	16426 128th Ave SE
D95800	Puget Sound Energy	11426 SE 169th St
D95956	McDonalds	17630 108th Ave SE
D96165	Wendy's Restaurant	17816 108th Ave SE
D96365	Gainsborough Commons Condos	17405 116th Ave SE
D96368	Cascade Park Condos Formerly Childrens World Learning Center	11802 SE Petrovitsky Rd  17906 Talbot Rd S
D96374	Center	
D96398	Kelsey Court Condos	10819 SE 172nd St
D96399	Kelsey Court Condos	10819 SE 172nd St
D96508	Taco Bell	17809 108th Ave SE
D96584	The Madison at Fairwood	17349 120th Ave SE
D96585	The Madison at Fairwood	17349 120th Ave SE
D96586	The Madison at Fairwood	17349 120th Ave SE
D96621	192 Professional Building	19201 108th Ave SE
D96670	The Madison At Fairwood	11900 SE 175th St
D96677	US Bank	17604 108th Ave SE
D96690	Jiffy Lube	17642 108th Ave SE
D96694	Dairy Queen	17826 108th Ave SE
D96697	Springbrook Church of Christ	10421 SE 192nd St
D96706	Panther Creek Estates	19235 108th Ave SE
D96713	Vantage Glen Mobile Home Park	18001 108th Ave SE
D96722	Vantage Glen Mobile Home Park	18100 107th PI SE
D96772	The Madison At Fairwood	11900 SE 175th St
D96861	Benson Estates (West)	16818 108th Ave SE
D96862	Benson Estates (East)	16818 108th Ave SE
D96947	Early Care Montessori	10717 SE 172nd St
D97087	Cascade Childrens Montessori	17200 120th Ave SE
D97088	Mission Ridge	120th Ave SE & Petrovitsky Rd
D97089	Mission Ridge	120th Ave SE & Petrovitsky Rd
D97272	Cascade Center	17036 116th Ave SE
D97273	Cascade Center	17036 116th Ave SE
D97286	North Benson Plaza	10623 SE 176th St
D97287	North Benson Plaza	Benson Rd & 176th Ave SE
D97290	Westview Village	17735 105th PI SE
D97291	Westview Village	17735 105th PI SE
D97300	Good Shepherd Group Home	16642 113th Ave SE
D97362	Good Shepherd Group Home	17019 105th Ave SE
D97390	Talbot Center Parking Lot	17820 Talbot Rd S
D97439	Cascade Center	17036 116th Ave SE
D97440	Westview Village	17735 105th PI SE
D97490	Springfield Apartments	10815 SE 184th Lane
D97497	Early Care Montessori	10717 SE 172nd St

Exhibit D

D97521	Medical Clinic	17910 Talbot Rd S
D97534	Huntington Heights Condominiums	11002 SE 176th St
D98365	Benson Downs	11100 SE 176th St
D98505	Morgan Court Condos	18630 108th Ave SE
D98540	North Benson Plaza Bldg "N"	17605 108th Ave SE
D98622	Belgrove at Renton Phase 1	10836 SE 190th St
D98623	Belgrove at Renton Phase 1	10836 SE 190th St
D98669	Glacier View Townhomes	17100 114th Ave SE
D98670	Glacier View Townhomes	17100 114th Ave SE
D98706	Glacier View Townhomes Ph 2	115XX 170th Pl SE
D97535	Huntington Heights Condominiums	11002 SE 176th St
D97868	Four-Plex	19238 107th Ave SE
D97869	Tri-Plex	19226 107th Ave SE
D97874	Heron Glen Condos	10824 SE 170th St
D97905	Benson Hill Public Storage	10636 SE 174th St
D97906	Benson Hill Public Storage	10636 SE 174th St
D97925	US Post Office	17200 116th Ave SE
D98208	Pebble Cove Apartments	17600 134th Ave SE
D98223	Kentucky Fried Chicken	10433 SE Carr Rd
D98224	Vista Heights	10600 SE 184th Lane
D98225	Vista Heights 2 (tank/swale) Unoccupied building at 10622 SE Carr Rd	10600 SE 184th Lane 10622 SE Carr Rd
D98226	Rd	10622 SE Carr Rd
D98233	King's Transmission Auto Service Center	10909 SE 176th St
D98262	Renton Park Elementary Renton Park Elementary School North	16828 128th Ave SE
D98284	Tank	12850 SE 168th St
D98309	Village Gate Condominiums	11010 SE 192nd St
D98311	Palm Court Condominiums	11014 SE 176th St
D98340	Arby's Restaurant	17832 108th Ave SE
D98363	Benson Downs	11100 SE 176th St
D98364	Benson Downs	11100 SE 176th St

**Table C: Stormwater Facilities Serving Residential Development to be Transferred to City**

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Facility Number	FACILITY NAME	FACILITY ADDRESS	On publicly owned drainage tract?/tract #
D90240	Fairwood Park Div 7	17037 134th Ave SE	Y - 2473360290
D90322	Belterra 10	17617 114th Pl SE	N
D90636	Garden View Estates	18825 111th Pl SE	N
D90802	KCSP 0979061	18851 103rd Ct SE	N
D90911	Garden View Estates Div 6	18814 110th Ct SE	N
D90914	Ruddell's 1st Addition	18401 112th Ave SE	Y - 3223059313

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D91142	Springbrook Terrace	19219 98th PI S	Y - 7941200230
D91190	Parkridge	10126 SE 200th St	Y - 6666850150
D91274	Eagle Brook	19197 104th PI SE	Y - 2141270240
D91366	KCSP 0185005-006	17327 117th Ave SE	N
D91566	J and M	10304 SE 192nd St	N
D91671	Hidden Cedars Div II	12218 SE 179th PI	Y - 3274850370
D91672	Hidden Cedars Div II	12317 SE 179th PI	Y - 3274850360
D91858	Panther Meadow	19014 102nd Ave SE	N
D91859	Panther Meadows	10329 SE 190th PI	Y - 6624300210
D91882	Cougar Meadows	18939 104th PI SE	Y - 1778300290
D91898	Chinquapin Ridge	19133 113th Wy SE	Y - 1565951020
D91899	Chinquapin Ridge	11207 SE 190th PI	N
D91900	Chinquapin Ridge	SE 188th PI & 112th PI	N
D91915	Orchard Park	17915 112th Ave SE	N
D91930	Vista Ridge	18631 106th Ave SE	Y - 8956500210
D92060	Benson Woods	18927 111th PI SE	Y - 0743000080,
D92121	KCSP S89S0354-355	10101 SE 188th St	0743000090
D92144	SP 0884085 & SP 0385022	16474 111th Ave SE	N
D92157	KCSP S89S0246	19608 92nd Ave S	N
D92182	KCSP 0688002 (Knudson SP)	18004 124th Ave SE	Y -7931000025
D92207	Benson Glen	16929 109th PI SE	N
D92208	Benson Glen	17010 110th PI SE	Y - 8637100450
D92225	Morning Glen	17602 114th PI SE	Y - 8637100470
D92301	Frederick's Place	10215 SE 186th St	Y - 5648600260
D92366	Windsor Heights	10200 SE 185th PI	Y - 2641400650,
D92367	Windsor Heights	18500 102nd Ave SE	2641400640
D92383	Christian Short Plat SP940042	11129 SE 189th PI	Y - 9476000210
D92520	Emerald Glen Tr B	18545 114th Ave SE	N
D92539	Talbot Estates	19222 Talbot Rd S	Y - 2698200224
D92661	Emerald Vista	17653 128th Ave SE	Y - 2329850270
D92711	2YR BOND Serenity Ridge Tr A	17701 110th PI SE	Y - 8557200180
D92712	2 YR BOND Serenity Ridge Tr B	17671 112th Ave SE	Y - 2333230360,
D92775	2YR BOND Benson Hill	17222 125th Ave SE	2333230380
D92776	Kimberly Lane	9401-1/2 S 196th PI	Y - 7697300410
D92827	2YR BOND Olympic Peak Estates	115XX SE 191st Ct	Y - 7697300420
D92879	2YR BOND West Glen		N

## Exhibit E

**Drainage Facility and Related Property Interests to be Transferred to the City*****1. Drainage Related Lands held by King County and Described as Follows:***

TRACT C, AURIA WOODS, as recorded in Volume 220 of Plats, pages 078 through 082, records of King County, Washington. (Tax Account 030550-0310)

TRACT A and B, BENSON WOODS, as recorded in Volume 159 of Plats, pages 041 through 043, records of King County, Washington. (Tax Accounts 074300-0080 and 074300-0090)

TRACT D, CHINQUAPIN RIDGE, as recorded in Volume 159 of Plats, pages 056 through 062, records of King County, Washington. (Tax Account 156595-1020)

TRACT B, COUGAR MEADOWS, as recorded in Volume 161 of Plats, pages 047 through 051, records of King County, Washington. (Tax Account 177830-0290)

TRACT B, EAGLEBROOK, as recorded in Volume 137 of Plats, pages 066 through 067 records of King County, Washington. (Tax Account 214127-0240)

TRACT B, EMERALD GLEN, as recorded in Volume 177 of Plats, pages 079 through 081, records of King County, Washington. (Tax Account 232985-0270)

TRACTS F AND I, EMERALD VISTA, as recorded in Volume 199 of Plats, pages 058 through 062, records of King County, Washington. (Tax Accounts 233323-0360 & 233323-0380)

TRACT C, FAIRWOOD PARK DIV 7, as recorded in Volume 116 of Plats, pages 088 through 090, records of King County, Washington. (Tax Account 247336-0290)

TRACTS B and C, FREDERICKS PLACE as recorded in Volume 169 of Plats, pages 030 through 036, records of King County, Washington. (Tax Account 264140-0640 & 264140-0650)

TRACTS A and C, HIDDEN CEDARS DIV 2, as recorded in Volume 150 of Plats, pages 037 through 039, records of King County, Washington. (Tax Account 327485-0370 & 327485-0370)

TRACT A, KIMBERLY LANE, as recorded in Volume 207 of Plats, pages 065 through 066, records of King County, Washington. (Tax Account 386480-0140)

TRACT C, LARSON PARKE, as recorded in Volume 204 of Plats, pages 069 through 070, records of King County, Washington. (Tax Account 419310-0140)

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TRACT A, MAPLE GLEN ADDITION, as recorded in Volume 105 of Plats, pages 015 through 016, records of King County, Washington. (Tax Account 508970-0780)

TRACT A, MORNING GLEN, as recorded in Volume 170 of Plats, pages 012 through 015, records of King County, Washington. (Tax Account 564860-0260)

TRACT A, OLYMPIC PEAK ESTATES, as recorded in Volume 223 of Plats, pages 021 through 024, records of King County, Washington. (Tax Account 638512-0280)

TRACT A, PANTHER MEADOW, as recorded in Volume 151 of Plats, pages 026 through 028, records of King County, Washington. (Tax Account 662430-0210)

TRACT A, PARKRIDGE EAST I, as recorded in Volume 132 of Plats, pages 045 through 046, records of King County, Washington. (Tax Account 666685-0150)

TRACTS A and B, SERENITY RIDGE, as recorded in Volume 201 of Plats, pages 061 through 065, records of King County, Washington. (Tax Accounts 769730-0410 & 769730-0420)

TRACT A, SPRINGBROOK TERRACE, as recorded in Volume 130 of Plats, pages 059 through 060, records of King County, Washington. (Tax Account 794120-0230)

TRACT A, AMENDED PLAT OF SPRINGBROOK TERRACE, as recorded in Volume 131 of Plats, pages 055 through 058, records of King County, Washington (Tax Account 794120-0230)

TRACT A, TALBOT ESTATES, as recorded in Volume 172 of Plats, pages 001 through 003, records of King County, Washington (Tax Account 855720-0180)

TRACT A, KING COUNTY SHORT PLAT L94S0042- Recording No. 9702119001. Said Short Plat defined as follows: Lot 22 of Garden View Estates. (Tax Account 269820-0224)

TRACT B, KING COUNTY SHORT PLAT #L98S0004 Recording No. 20020321900014. Said Short Plat defined as follows: Lot 18, Block 4 of Akers Farms Number 5, according to the plat thereof recorded in Volume 40 of Plats, page 27 in King County, Washington (Tax Account 008700-0304)

TRACT A, KING COUNTY SHORT PLAT S89S0246 Recording No. 9305279003. Said Short Plat defined as follows: Parcel A of King County Short Plat 475064 recorded under recording number 7508180367 being a portion of Tract 2 of Springbrook Acre Tracts (Tax Account 793100-0025)

The East 168 feet of the East 198 feet of the North half of the North half of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 32, Township 23 north, Range 5 East., W.M. King County, Washington, EXCEPT the south 15 feet

**Exhibit E**

thereof. Being known as the East 168 feet of Lot 1, Revised King County Short Plat No. 474040, as recorded under King County Recording No. 7705110932 (Tax Account 322305-9313)

TRACT A OF KING COUNTY SHORT PLAT 383067 Recording No. 8505301009. Said Short Plat defined as follows: the North half of the Northeast quarter of the Southwest quarter of the Southwest quarter of Section 32, Township 23, Range 5 East, W.M., King County, LESS the West 12 feet thereof deeded to King County by deed recorded under Auditors File No. 1728889. (Tax Account 322305-9333)

TRACTS G and I, THRESHOLD 1, as recorded in Volume 164 of Plats, pages 008 through 012, records of King County, Washington. (Tax Accounts 863710-0450 and 863710-0470)

TRACT A, VISTA RIDGE, as recorded in Volume 159 of Plats, pages 030 through 032, records of King County, Washington. (Tax Account 895650-0210)

TRACT B, WATERSHED TERRACE, as recorded in Volume 215 of Plats, pages 088 through 093, records of King County, Washington. (Tax Account 919770-0240)

TRACT B, WILKINS WOOD, as recorded in Volume 232 of Plats, pages 012 through 013, records of King County, Washington. (Tax Account 941595-0110)

TRACT A, WINDSOR HEIGHTS, as recorded in Volume 173 of Plats, pages 028 through 030, records of King County, Washington (Tax Account 947600-0210)

**2. *The following declarations of covenant:***

Declaration of Covenant filed under recording number 199101089002

Declaration of Covenant filed under recording number 1999111001220

Declaration of Covenant filed under recording number 20040715002034

Declaration of Covenant filed under recording number 20060126000928

Declaration of Covenant filed under recording number 20060112000910

**3. *The following storm drainage easements:***

*All drainage easements dedicated to King County or the public in the following recorded plats:*

AKERS FARMS NO. 05, as recorded in Volume 040 of Plats, page 027, records of King County, Washington

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AKERS FARMS NO. 06, as recorded in Volume 042 of Plats, page 015, records of King County, Washington

AURIA WOODS, as recorded in Volume 220 of Plats, pages 078 through 082, records of King County, Washington

BANKERS 1ST ADD PLAT OF, as recorded in Volume 067 of Plats, page 095, records of King County, Washington

BELGROVE AT RENTON DIV NO. 2-BSP, as recorded in Volume 222 of Plats, pages 090 through 097, records of King County, Washington

BELTERRA NO. 10, as recorded in Volume 117 of Plats, pages 033 through 034, records of King County, Washington

BENSON HEIGHTS ADD, as recorded in Volume 048 of Plats, page 098, records of King County, Washington

BENSON HILL, as recorded in Volume 192 of Plats, pages 011 through 019, records of King County, Washington

BENSON TERRACE DIV NO. 01, as recorded in Volume 055 of Plats, page 053, records of King County, Washington

BENSON TERRACE DIV NO. 02, as recorded in Volume 061 of Plats, page 037, records of King County, Washington

BENSON TERRACE DIV NO. 03, as recorded in Volume 062 of Plats, page 004, records of King County, Washington

BENSON TERRACE DIV NO. 04, as recorded in Volume 062 of Plats, page 006, records of King County, Washington

BENSON WOODS, as recorded in Volume 159 of Plats, pages 041 through 043, records of King County, Washington

BIEGLER-NILLES ADD, as recorded in Volume 052 of Plats, page 048, records of King County, Washington

BILL RUTH ADD, as recorded in Volume 102 of Plats, page 023, records of King County, Washington

BIRCHWOOD ESTATES, as recorded in Volume 137 of Plats, pages 073 through 075, records of King County, Washington

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BRISTOW ADD, as recorded in Volume 063 of Plats, page 055, records of King County, Washington

CASCADE HILLS ADD, as recorded in Volume 059 of Plats, page 037, records of King County, Washington

CASCADE HILLS NO. 02, as recorded in Volume 061 of Plats, pages 013 through 014, records of King County, Washington

CASCADE HILLS NO. 03, as recorded in Volume 062 of Plats, pages 066 through 067, records of King County, Washington

CASCADE HILLS NO. 04, as recorded in Volume 074 of Plats, pages 036, records of King County, Washington

CASCADE HILLS NO. 05, as recorded in Volume 072 of Plats, pages 023 through 024, records of King County, Washington

CASCADE HILLS NO. 06, as recorded in Volume 074 of Plats, pages 032 through 033, records of King County, Washington

CASCADE HILLS NO. 07, as recorded in Volume 079 of Plats, pages 050 through 051, records of King County, Washington

CASCADE HILLS NO. 08, as recorded in Volume 080 of Plats, pages 041 through 042, records of King County, Washington

CASCADE PARK PH 01, as recorded in Volume 060 of Plats, pages 023 through 026, records of King County, Washington

CASCADE VILLAGE DIV NO. 01, as recorded in Volume 066 of Plats, page 043, records of King County, Washington

CASCADE VILLAGE DIV NO. 02, as recorded in Volume 067 of Plats, page 017, records of King County, Washington

CASCADE VILLAGE DIV NO. 03, as recorded in Volume 069 of Plats, page 016, records of King County, Washington

CASCADE VILLAGE DIV NO. 04, as recorded in Volume 070 of Plats, page 015, records of King County, Washington

CASCADE VILLAGE DIV NO. 05, as recorded in Volume 071 of Plats, page 060, records of King County, Washington

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CASCADE VISTA ADD, as recorded in Volume 060 of Plats, pages 033 through 035, records of King County, Washington

CASCADE VISTA NO. 02, as recorded in Volume 061 of Plats, pages 039 through 040, records of King County, Washington

CASCADE VISTA NO. 03, as recorded in Volume 062 of Plats, pages 022 through 023, records of King County, Washington

CASCADE VISTA NO. 04, as recorded in Volume 067 of Plats, page 016, records of King County, Washington

CASCADE VISTA NO. 05, as recorded in Volume 068 of Plats, page 065, records of King County, Washington

CASCADE VISTA NO. 06, as recorded in Volume 066 of Plats, page 045, records of King County, Washington

CASCADE VISTA NO. 07, as recorded in Volume 070 of Plats, page 025, records of King County, Washington

CASCADE VISTA NO. 08, as recorded in Volume 081 of Plats, page 047, records of King County, Washington

CHINQUAPIN RIDGE, as recorded in Volume 159 of Plats, pages 056 through 062, records of King County, Washington

CLIFFORD'S 1ST ADD, as recorded in Volume 047 of Plats, page 053, records of King County, Washington

COUGAR MEADOWS, as recorded in Volume 161 of Plats, pages 047 through 051, records of King County, Washington

COUNTRY SIDE ADD, as recorded in Volume 059 of Plats, page 028, records of King County, Washington

DONNYBROOK MANOR ADD, as recorded in Volume 071 of Plats, page 052, records of King County, Washington

EAGLEBROOK, as recorded in Volume 137 of Plats, pages 066 through 067, records of King County, Washington

EMERALD GLEN, as recorded in Volume 177 of Plats, pages 079 through 080, records of King County, Washington

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EMERAL VISTA, as recorded in Volume 199 of Plats, pages 058 through 062, records of King County, Washington

ERICKSENS SPRING GLEN ADD, as recorded in Volume 048 of Plats, page 022, records of King County, Washington

FAIRWOOD PARK DIV NO. 07, as recorded in Volume 116 of Plats, pages 088 through 090, records of King County, Washington

FREDERICKS PLACE, as recorded in Volume 169 of Plats, pages 030 through 036, records of King County, Washington

GAINSBOROUGH COMMONS, as recorded in Volume 047 of Plats, pages 053 through 058, records of King County, Washington

GARDEN VIEW ESTATES, as recorded in Volume 118 of Plats, pages 007 through 008, records of King County, Washington

GLACIER VIEW TOWN HOMES - BSP, as recorded in Volume 225 of Plats, pages 087 through 093, records of King County, Washington

GLACIER VIEW TOWN HOMES PH 2, as recorded in Volume 232 of Plats, pages 049 through 052, records of King County, Washington

GREEN TRACTS NO. 01, as recorded in Volume 048 of Plats, pages 001 through 002, records of King County, Washington

GREEN TRACTS NO. 02, as recorded in Volume 067 of Plats, page 068, records of King County, Washington

HERON GLEN, as recorded in Volume 119 of Plats, pages 077 through 079, records of King County, Washington

HIDDEN CEDARS DIV NO. 02, as recorded in Volume 150 of Plats, pages 037 through 039, records of King County, Washington

HIGGINBOTHAM ADD, as recorded in Volume 065 of Plats, page 083, records of King County, Washington

HIGH CHAPARRAL ESTATES, as recorded in Volume 086 of Plats, page 038, records of King County, Washington

HI-PARK TRS 1ST ADD, as recorded in Volume 074 of Plats, page 012, records of King County, Washington

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HI-VIEW HEIGHTS ADD, as recorded in Volume 079 of Plats, pages 075 through 076, records of King County, Washington

HILLTOP HEIGHTS ADD, as recorded in Volume 075 of Plats, pages 079 through 080, records of King County, Washington

HUNTINGTON HEIGHTS, as recorded in Volume 115 of Plats, pages 001 through 008, records of King County, Washington

J & M, as recorded in Volume 138 of Plats, pages 001 through 003, records of King County, Washington

KELSEY COURT PH 01, as recorded in Volume 072 of Plats, pages 095 through 097, records of King County, Washington

KELSEY COURT PH 01 REVISED, as recorded in Volume 073 of Plats, pages 042 through 044, records of King County, Washington

KELSEY LANE, as recorded in Volume 123 of Plats, pages 087 through 088, records of King County, Washington

KENNEDY L J ADD, as recorded in Volume 073 of Plats, page 005, records of King County, Washington

KIMBERLY LANE, as recorded in Volume 207 of Plats, pages 065 through 066, records of King County, Washington

KING COUNTY SHORT PLAT S89S0354, as recorded in Volume 077 of Plats, page 269, records of King County, Washington

KING COUNTY SHORT PLAT, S89S0355, as recorded in Volume 077 of Plats, page 270, records of King County, Washington

KING COUNTY SHORT PLAT, S90S0205, as recorded in Volume 107 of Plats, page 173, records of King County, Washington

KING COUNTY SHORT PLAT, S90S0211, as recorded in Volume 088 of Plats, page 214, records of King County, Washington

KING COUNTY SHORT PLAT, S91S0048, as recorded in Volume 102 of Plats, page 289, records of King County, Washington

KING COUNTY SHORT PLAT, S91S0089, as recorded in Volume 123, of Plats, pages 113 through 114, records of King County, Washington

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KING COUNTY SHORT PLAT, L94S0042, as recorded in Volume 113 of Plats, pages 119 through 120, records of King County, Washington

KING COUNTY SHORT PLAT, L95S0017, as recorded in Volume 120 of Plats, pages 260 through 261, records of King County, Washington

KING COUNTY SHORT PLAT, L95S0024, as recorded in Volume 134 of Plats, pages 120 through 121, records of King County, Washington

KING COUNTY SHORT PLAT, L9820004 as recorded in Volume 151 of Plats, pages 036 through 037, records of King County, Washington

KING COUNTY SHORT PLAT, L98S0049, as recorded in Volume 131 of Plats, page 049, records of King County, Washington

KING COUNTY SHORT PLAT, L0120003, as recorded in Volume 159 of Plats, page 043, records of King County, Washington

KING COUNTY SHORT PLAT, L01S0032, as recorded in Volume 186 of Plats, pages 139 through 140, records of King County, Washington

KING COUNTY SHORT PLAT, L01S0053, as recorded in Volume 216 of Plats, pages 270 through 271, records of King County, Washington

KING COUNTY SHORT PLAT, L02S0019, as recorded in Volume 187 of Plats, page 096 through 097, records of King County, Washington

LARSON PARKE, as recorded in Volume 204 of Plats, pages 069 through 070, records of King County, Washington

MALABAR HILL DIV NO. 01, as recorded in Volume 070 of Plats, page 074, records of King County, Washington

MAPLE GLEN ADD, as recorded in Volume 105 of Plats, pages 015 through 016, records of King County, Washington

MELRIDGE ADD, as recorded in Volume 072 of Plats, page 066, records of King County, Washington

MORGAN COURT, as recorded in Volume 169 of Plats, pages 038 through 044, records of King County, Washington

MORNING GLEN, as recorded in Volume 170 of Plats, pages 012 through 015, records of King County, Washington

**Exhibit E**

MORTGAGE MANOR ADD, as recorded in Volume 071 of Plats, page 084, records of King County, Washington

MURRAY MANOR ADD, as recorded in Volume 073 of Plats, pages 001 through 002, records of King County, Washington

NORTHWESTERN GARDEN TRACTS DIV NO. 01, as recorded in Volume 045 of Plats, page 047, records of King County, Washington

NORTHWESTERN GARDEN TRACTS DIV NO. 02, as recorded in Volume 046 of Plats, page 093, records of King County, Washington

NORTHWESTERN GARDEN TRACTS DIV NO. 03, as recorded in Volume 047 of Plats, page 073, records of King County, Washington

NORTHWESTERN GARDEN TRACTS DIV NO. 04, as recorded in Volume 047 of Plats, page 074, records of King County, Washington

NORTHWESTERN GARDEN TRACTS DIV NO. 05, as recorded in Volume 047 of Plats, page 090, records of King County, Washington

NORTHWESTERN GARDEN TRACTS DIV NO. 06, as recorded in Volume 046 of Plats, page 100, records of King County, Washington

OLYMPIC PEAK ESTATES, as recorded in Volume 223 of Plats, pages 021 through 024, records of King County, Washington

OLYMPIC VISTA ADD, as recorded in Volume 075 of Plats, pages 076 through 078, records of King County, Washington

ORCHARD LANE, as recorded in Volume 069 of Plats, page 032, records of King County, Washington

ORCHARD PARK NO. 02, as recorded in Volume 161 of Plats, pages 086 through 089, records of King County, Washington

PALM COURT, as recorded in Volume 155 of Plats, pages 072 through 079, records of King County, Washington

PANTHER LAKE ESTATES, as recorded in Volume 125 of Plats, pages 012 through 013, records of King County, Washington

PANTHER LAKE GARDEN TRS, as recorded in Volume 009 of Plats, page 025, records of King County, Washington

**Exhibit E**

PANTHER MEADOW, as recorded in Volume 151 of Plats, pages 026 through 028, records of King County, Washington

PARKRIDGE EAST NO. 01, as recorded in Volume 132 of Plats, pages 045 through 046, records of King County, Washington

RENTON PARK ADD, as recorded in Volume 058 of Plats, page 077, records of King County, Washington

RENTON PARK DIV NO. 02, as recorded in Volume 071 of Plats, page 093, records of King County, Washington

RENTON PARK DIV NO. 03, as recorded in Volume 080 of Plats, pages 095 through 096, records of King County, Washington

RENTON PARK DIV NO. 04, as recorded in Volume 086 of Plats, page 068, records of King County, Washington

RUDELLE'S 1ST ADD, as recorded in Volume 108 of Plats, pages 018 through 019, records of King County, Washington

SCOTTS TERRACE ADD, as recorded in Volume 072 of Plats, pages 039 through 040, records of King County, Washington

SERENITY RIDGE, as recorded in Volume 201 of Plats, pages 061 through 065, records of King County, Washington

SPRING BROOK ACRE TRS, as recorded in Volume 012 of Plats, page 060, records of King County, Washington

SPRINGBROOK RANCHETTES ADD, as recorded in Volume 073 of Plats, pages 028 through 029, records of King County, Washington

SPRINGBROOK TERRACE, as recorded in Volume 130 of Plats, pages 059 through 060, records of King County, Washington

SPRINGFIELD, as recorded in Volume 002 of Plats, pages 095 through 099, records of King County, Washington

SPRING GLEN COURT, as recorded in Volume 058 of Plats, pages 026 through 031, records of King County, Washington

SPRING LANE ADD, as recorded in Volume 065 of Plats, page 056, records of King County, Washington

**Exhibit E**

TALBOT ESTATES, as recorded in Volume 172 of Plats, pages 001 through 003, records of King County, Washington

THRESHOLD I, as recorded in Volume 164 of Plats, pages 008 through 012, records of King County, Washington

VIEW GARDENS ADD, as recorded in Volume 053 of Plats, page 099, records of King County, Washington

VIEW GARDENS NO. 02, as recorded in Volume 067 of Plats, page 038, records of King County, Washington

VILLAGE GATE, as recorded in Volume 147 of Plats, pages 083 through 086, records of King County, Washington

VISTA HILLS ADD, as recorded in Volume 067 of Plats, page 099, records of King County, Washington

VISTA RIDGE, as recorded in Volume 159 of Plats, pages 030 through 032, records of King County, Washington

VISTA VIEW HEIGHTS, as recorded in Volume 083 of Plats, page 055, records of King County, Washington

WALHAVEN - PLAT, as recorded in Volume 063 of Plats, pages 035 through 000, records of King County, Washington

WALHAVEN ADD NO. 02, as recorded in Volume 069 of Plats, pages 096 through 097, records of King County, Washington

WATERSHED TERRACE, as recorded in Volume 215 of Plats, pages 088 through 093, records of King County, Washington

WEST GLEN, as recorded in Volume 231 of Plats, pages 034 through 037, records of King County, Washington

WILKINS WOOD, as recorded in Volume 232 of Plats, pages 012 through 013, records of King County, Washington

WINDSOR HEIGHTS, as recorded in Volume 173 of Plats, pages 028 through 030, records of King County, Washington



## Exhibit G

## Roads Related Properties

**Tax Parcel Number**0087000153  
2823059011**Street Address**Benson Drive South and SE 172<sup>nd</sup> Street,  
South side of SE Petrovitsky Road, vicinity of  
118<sup>th</sup> Avenue SE and 120<sup>th</sup> Avenue SE**Legal Descriptions****Akers Farm 008700-0153**

The south one half of the east one half of Lot 13, Block 2, Akers Farms No.5, according to the plat thereof, recorded in Volume 040 of Plats, page 027, records of King County, Washington; LESS road deeded to King County under recording numbers 7607190431 and 7306050286.

**282305-9011**

That portion of the Southwest quarter of the Southwest quarter of Section 28, Township 23 North, Range 5 East, W.M., King County, Washington, lying Southerly of Petrovitsky Road: EXCEPT the East 80 feet thereof.

**SUBJECT TO:**

1.) An easement with provisions and conditions in favor of Covington-Seattle Transmission line. 2.) Drainage ditch on said premises and other lands as disclosed by instrument recorded May 29, 1953 under auditor's file No. 4349507. 3.) An easement with provision, conditions and covenants as may be set forth therein in favor of Cascade Sewer District, recorded December 13, 1979, under King County Recording No. 7912130118, affecting an area 15 feet in width over easterly portion of said premises and other lands. 4.) Resolution No. 1442 of the Board of Commissioners of Cascade Sewer District establishing latecomers costs due Cascade Sewer District on utility local improvement district No. 39 offsite and onsite, as recorded under auditor's file No. 8105050737, to the record of which reference is hereby made for full particulars, affecting said premises and other lands. 5.) Reservations contained in instrument executed by A.F. Plant and Inez L. Plant, his wife, and Franklin D. Plant and Evelyn Plant, his wife, recorded May 29, 1953, under King County Recording No. 4349507 described as follows: Excepting and reserving unto the sellers, their heirs, successors and assigns, forever, all minerals of any nature whatsoever, including coal, iron, natural gas and oil, upon or in said land, together with the use of such of the surface as may be necessary for exploring for the mining or otherwise extracting and carrying away the same; but the sellers, their heirs, successors and assigns shall pay to the purchaser, his heirs, successor and assigns, the market value at the time mining operations are commenced of such portion of the surface as may be used for such operations, or injured thereby, including any improvements thereon.

## Exhibit H

**Benson Hill / Cascade Potential Annexation Area Police Services Transition Plan**

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- A. Effective Date:** Effective Date of the Annexation Area Annexation
- B. Desired outcomes**
1. The King County Sheriff's Office ("KCSO") and City of Renton ("City") share a goal to work together to ensure that the transition is conducted in a professional manner, and that there are no breaks in service for the residents of the Annexation Area.
- C. Roles and responsibilities**
1. The KCSO Contracts Unit is responsible for:
    - a. Facilitating the transition process.
    - b. Ensuring that all transition elements are addressed and completed.
    - c. Working with Precinct 3 to address operational components of change.
    - d. Working with non-precinct KCSO units to ensure smooth transition.
    - e. Serving as primary contact for City.
  2. The KCSO Precinct 3 is responsible for:
    - a. Ensuring the operations are smoothly transitioned, including sharing of crime information as requested by the City.
  3. The City, including its police department, is responsible for:
    - a. Ensuring that the police department is able to provide service in the Annexation Area beginning on the effective dates of the annexation.
    - b. Determining the information needed from the KCSO regarding crime, detective cases, or other law enforcement activities.
    - c. Requesting the information identified above in a timely manner.
- D. Workload**
1. Records
    - a. The KCSO will retain all original records for events happening before the effective annexation date in accordance with state records retention schedules. KCSO will provide copies of the records upon written request from the City Police Department, following KCSO protocols.
  2. Fingerprinting and Concealed Weapons Permits
    - a. City residents can continue to receive these services at KCSO locations, or may go to the City Police for these services.
  3. Sex offender tracking, contacts, and notifications
    - a. From and after the effective date of the annexation, the City will become responsible for holding community meetings for any sex offenders living in the Annexation Area, with the exception of already-scheduled meetings. Further, the City will be responsible for all legally mandated contacts and monitoring. The KCSO retains responsibility for sex offender registration in accordance with applicable statutes.
  4. Investigations

**Exhibit H**

- a. KCSO detectives will continue to handle all investigations that are active at the date of annexation, unless otherwise negotiated with the city. At City's request, the KCSO will arrange for an information exchange with city detectives in order to pass on information regarding any cases that City will investigate. Investigation of criminal matters occurring from and after the date of Annexation will be the responsibility of the City.

**E. Emergency 9-1-1 Services (Communication & Dispatch)**

1. Renton Police will be responsible for ensuring that their communications and dispatch services are prepared to take Annexation Area calls beginning on the effective dates of the annexations. This includes arranging for such 9-1-1 calls to be directed to the proper communications center. Renton Police will provide the E-911 Program Office with at least 30 days advance notice of the effective date of the annexation to allow sufficient time for the E-911 Program Office and Qwest to process E-911 database changes before the effective date of the annexations.
2. The KCSO and the E-911 Program Office will be responsible for discontinuing KCSO communication and dispatch service to the Annexation Area on the effective dates of the annexations. The KCSO and the E-911 Program Office will assist Renton's communications service in making the switch, with Renton having primary responsibility.

**F. Notification to affected units**

1. The KCSO Contracts Unit will notify all KCSO units of the annexations, and will work with them to resolve any concerns.