

A MOTION authorizing the County Executive to enter into a park site Use Agreement

1 WHEREAS, the City of Lake Forest Park owns certain lands
2 within King County, State of Washington, known as the former Army
3 Nike Ajax Site 03, and

4 WHEREAS, King County and the City of Lake Forest Park, are
5 desirous of the development of the subject Nike Site for public
6 park and recreational purposes, and

7 WHEREAS, it has been recommended that the City of Lake Forest
8 Park and King County enter into a "USE-AGREEMENT" for the develop-
9 ment, operation, and management of the subject lands, which fall
10 outside the city limits of Lake Forest Park, as a part of the
11 County's park system, and

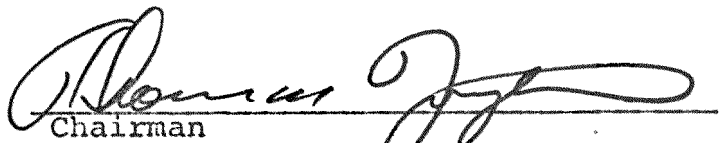
12 WHEREAS, the King County Council deems it necessary and in
13 the best interest of the citizens of King County, and of the City
14 of Lake Forest Park, to enter into an agreement with the City of
15 Lake Forest Park for the development, operation, and management
16 of subject lands as a part of the King County park system,

17 NOW THEREFORE, BE IT MOVED by the Council of King County:

18 That having determined that it is necessary and in the best
19 interest of the citizens of King County and the City of Lake
20 Forest Park to enter into the "USE-AGREEMENT" attached hereto as
21 Exhibit A, and made a part hereof as if the same had been set
22 forth herein, the Council of King County does hereby authorize the
23 King County Executive to sign the "USE-AGREEMENT" on behalf of the
24 citizens of King County.

25 PASSED this 12th day of August, 1974.

26 KING COUNTY COUNCIL
27 KING COUNTY, WASHINGTON

28 
29 Chairman

30 ATTEST:

THOMAS M. FORSYTHE

31
32 
33 Clerk of the Council

U S E A G R E E M E N T

This agreement made and entered into this _____ day of _____, 1974, by and between the City of Lake Forest Park, a municipal corporation of the State of Washington hereinafter referred to as the City, whose address is 17711 Ballinger Way N.E., Seattle, Washington, 98155, and King County, a political sub-division of the State of Washington, hereinafter referred to as the County whose address is King County Courthouse, Seattle, Washington, 98104, is as follows:

A. The subject of this agreement is a neighborhood community park in the vicinity of Lake Forest Park, hereinafter referred to as the Park, covering the following described property:

A parcel of land in the NE $\frac{1}{4}$ of Sec. 3, Twp 26 No., Rge 4 East, W.M., and being a portion of Lots 7, 6, 3, 4, 5, 12, 13, 14, 30, and all of Lots 8, 9, 10, 11, Block 1, Lake Forest Park Estates, according to the plat thereof recorded in Volume 34 of Plats, Page 8, records of King County, Washington, described as:

Beginning in the north line of said Lot 14 at a point 244.16 feet west of the northeast corner thereof; Thence southerly 25 feet at right angles to said north line; Thence westerly 150 feet parallel to the north line; Thence northerly 25 feet at right angles to said north line at a point 60 feet east of the northwest corner of said Lot 14; Thence northwesterly to the southeasterly line of said Lot 3, at a point 136 feet from the southeasterly corner thereof; Thence northeasterly along said southeasterly line 106 feet; Thence northeasterly through said Lots 3, 4, and 5 to the northeasterly line of said Lot 5, at a point 47 feet from the most northerly corner thereof; Thence northwesterly 47 feet to the most northerly corner of said Lot 5; Thence northeasterly 98.24 feet, measured along the westerly line of said Lot 6; Thence southeasterly to a point on the easterly line of said Lot 6, 150.42 feet from the most southerly corner thereof; Thence southeasterly to the southeasterly line of said Lot 7, at a point 55 feet from the most southerly corner thereof; Thence southwesterly along the easterly line of said Lots 7, 8, 9, 10 and 11 to the southeast corner of said Lot 11; Thence west 80 feet along the south line thereof; Thence southwesterly to the point of beginning.

TOGETHER WITH improvements located thereon and all appurtenances thereto.

TOGETHER WITH water rights contained in Ground Water Permit No. 3430, dated April 29, 1954, issued by the State of Washington, for use of ground water from a well located within the NE $\frac{1}{4}$ of Sec. 3, Twp 26 No., Rge 4 East, W.M.

B. It is the intent of the parties hereto that the County will consult with the City concerning the management of the park. The County will improve the facilities for the use of the public, and will schedule and oversee the activities conducted within the park.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The County shall maintain the park area, install and construct improvements thereon and generally manage the park area for the use of the public, including any facilities normally used and necessary in connection with the operation of the park, and shall have the right to promulgate and enforce reasonable rules and regulations for the use of the park and its facilities and to control the scheduling of events taking place and to take place in the park, and to provide for and maintain motor parking facilities. The County reserves the right to set reasonable limits upon the extent of park development.

2. All facilities now on the premises and any hereafter installed or constructed by the County, together with the park area generally, shall be maintained in a reasonable and safe condition.

3. The County shall assume all current assessments plus any assessments which may have become a lien against the park after January 1, 1974.

4. The County agrees to and shall indemnify and hold harmless the City from and against any and all loss, damages, expense and liability of which the City might incur from any cause or for any reason whatsoever, whether to persons or property or both, arising from or in connection with the County's performance of this agreement and its operation hereunder.

5. The County shall provide and maintain in full force and effect, public liability insurance, naming the City as an additional insured, providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit bodily injury and/or property damage liability any one occurrence. A copy of such policy or a certificate evidencing same shall be filed with the City of Lake Forest Park.

6. Certain monies have been paid to the City of Lake Forest Park for the improvement of the park pursuant to Resolution No. 34571 (Forward Thrust) dated and signed by the Board of County Commissioners of King County, Washington, on December 18, 1967. The amount of money paid was Forty-Five Thousand (\$45,000), and said sum shall be transferred from the City to the King County Park acquisition and development fund prior to 30 days from the date of execution and delivery of this agreement.

7. The City and the County agree that from the date of this agreement, subject lands shall be used and maintained as a public park, and for recreational purposes, in accordance with the approved program as set forth in the City's application for purchase of subject lands from the Bureau of Outdoor Recreation, United States Department of the Interior, dated August 30, 1965; and further agrees to submit a revised program of utilization, if the same is found to be necessary, within six months from the date of the execution of this agreement.

8. Biennial reports shall be prepared by the City of Lake Forest Park and King County. The joint biennial report shall be filed with the Bureau of Outdoor Recreation, United States Department of the Interior, setting forth the use of the property during the preceding two years (2), and shall set forth other pertinent data establishing a continuous use of subject lands for the purposes set forth herein.

9. The City and the County further agree to develop, operate, keep, and maintain the lands which are the subject of this agreement in conformance with the terms and conditions of that certain deed made by the United States of America dated March 1, 1966, conveying subject lands to the City of Lake Forest Park, and recorded under Auditors File No. 7402150441, Records of King County, State of Washington. Said terms and conditions are more fully set forth in "Exhibit A", attached hereto and incorporated by this reference as though fully set forth herein.

10. This agreement shall terminate when the subject property is conveyed to the County, or is annexed and incorporated within the boundaries of the City of Lake Forest Park. Notwithstanding any other terms of this agreement, either party may terminate this agreement effective two years from the date of written notice served on the other party to this agreement.

11. Notice: Any notice to be given by either party hereto to the other under the provisions of, or with respect to, this agreement shall be in writing, delivered in person, or by Certified or Registered Mail to the following addressees: KING COUNTY: King County Executive in care of Office of Property & Purchasing E-531 King County Courthouse Seattle, Washington, 98104.

CITY OF LAKE FOREST PARK: Office of the Mayor in care of City Administrator City of Lake Forest Park 17711 Ballinger Way NE Seattle, Washington, 98155.

12. This instrument contains the entire agreement between the parties hereto and any changes or amendments thereto shall be in writing. No verbal agreements at variance with this agreement shall have any force or effect.

DATED this _____ day of _____, 19____

JOHN D. SPELLMAN, King County Executive

STATE OF WASHINGTON }
County of King } ss

On this day personally appeared before me _____
to me known to be the _____ County Executive of King County,
Washington, the person who signed the above and foregoing instrument
for King County for the uses and purposes therein stated and acknow-
ledged to me that he signed the same as the free and voluntary act
and deed of King County and that he was authorized to so sign.

NOTARY PUBLIC in and for the State of Washington

Residing at _____

Herbert M. Fether
Mayor
City of Lake Forest Park

STATE OF WASHINGTON }
County of King } ss

On this 18th day of June, 1974, personally appeared before me Herbert M. Fether Mayor, City of Lake Forest Park, the person who signed the above and foregoing instrument for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of the City of Lake Forest Park and that he was authorized to so sign.

Wynette Herrick
NOTARY PUBLIC in and for the State of Washington
Residing at Seattle

Approved as to form and legality

Richard D. Eadie
Deputy Prosecuting Attorney

Dated: February 15, 1974