

July 12, 1993
93-316.sub/jc:ssj

Introduced by: Nickels

Proposed No.: 93-316

MOTION NO. 9084

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A MOTION authorizing the county executive to enter into interlocal agreements with the cities of Des Moines and Kent relating to the transfer of certain parks property, and transferring certain real property to the cities of Des Moines and Kent.

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WHEREAS, the cities of Des Moines and Kent desire that the county transfer ownership of certain real property to the cities; and

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WHEREAS, King County, consistent with Motion 8056, desires to transfer certain property to the cities of Des Moines and Kent;

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

A. The county executive is authorized to execute interlocal agreements, substantially in the forms attached, with the cities of Des Moines and Kent relating to the ownership, funding, operation and maintenance of certain park properties and facilities located within the municipal boundaries of the cities of Des Moines and Kent, provided that there be no terms that would allow for different fees or charges for non-city residents unless the jurisdiction has imposed specifically dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by city and non-city residents,

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B. The county executive is authorized to execute the necessary documents to effect the transfer of the park sites listed below to the cities of Des Moines and Kent:

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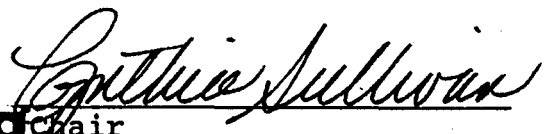
1. To the City of Des Moines, the parks sites known as the Des Moines Activity Center, Des Moines Creek Park and Parkside Park (more fully described in the parks agreement, Attachment A), in consideration of the city's commitment to manage and maintain the property for parks and recreation purposes in perpetuity; and

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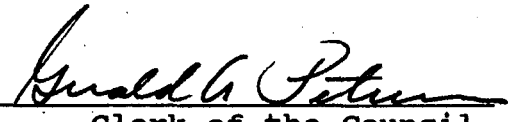
2. To the City of Kent, the park site known as Turnkey Park (more fully described in the parks agreement, Attachment A), in consideration of the city's commitment to manage and maintain the property for parks and recreation purposes in perpetuity.

PASSED this 19th day of July, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Vice Chair

ATTEST:


Clerk of the Council

Attachments: Two Interlocal Agreements

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF KENT**
Relating to the Ownership, Funding,
Operation and Maintenance of Parks, Open Space,
Recreation Facilities, and Programs

This Agreement is made and entered into this day by and between the City of Kent, 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 desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreational facilities and programs inside the City boundaries; and

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

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title

- 1.1 Within thirty (30) days of the signature of this agreement by both parties, on or about July 1, 1993, King County shall convey to the City by deed the property commonly known as Turnkey Park, more particularly described in Attachment A hereto. The deed shall contain all reservations of record known to the County, a reference to Forward Thrust Bond covenants if applicable, and the following specific covenants pertaining to use and assessment of fees:

"The City covenants to operate and maintain the site in perpetuity as a public open space or as a public recreational facility except that the City may trade the site or part of the site for property of equal or greater recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate for non-City residents as for the residents of the City."

- 1.2 The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.

2. Responsibility for Operations, Maintenance, Repairs and Improvements.

- 2.1 Upon the effective date of conveyance as described in Section 1.1 above, the City shall assume full and complete responsibility for maintenance, repairs and

improvements of Turnkey Park. The responsibility includes, but is not limited to hiring and control of personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment.

- 2.2 Upon the effective date of conveyance as described in Section 1.1 above, the City shall assume full and complete responsibility for all recreation programs and services at this site.

3. Interim Period Responsibilities

- 3.1 For the interim period between June 3, 1993, and the effective date of conveyance as described in Section 1.1 above, the County will provide to the City recreation programs and services at the site described in Attachment A at the currently budgeted level. Upon transfer, the City will become responsible for any and all recreation programs and services at the site, including scheduling any public use of facilities.

4. Uses of Facilities and Fields During Transition Period

- 4.1 The parties agree there will be a transition period from June 3, 1993 through the effective date of conveyance, and agree during said transition period to avoid disruption of service to the public. The County agrees, during the transition period, to continue to schedule any organized athletics and recreational activities at the site.
- 4.2 Revenues from any facility use or recreational programs held at the site during the transition period shall accrue to the County. Revenues from facility use and recreational programs after the City assumes full ownership and maintenance responsibility as specified in Sections 1.1 and 2.1 will accrue to the City.

5. Indemnification.

- 5.1 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 of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in performing services 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 or public law is involved; and if final judgment be rendered against the City 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 County shall satisfy the same.

5.2 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 of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. 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 principle of governmental or public laws is involved; and if final judgement be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

6. Non-Discrimination. The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.

7. Audits and Inspections. In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

8. Waiver and Amendments. 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 in advance by the parties hereto.

9. Default.

9.1 In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.

9.2 In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.

9.3 Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.

Parks Interlocal Agreement: Kent

10. Entire Agreement and Modifications. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

11. Administration of Agreement.

11.1 The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.

11.2 Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the City Administrator and the County Director of Parks, who shall resolve the conflict.

12. Duration. This agreement is effective upon signature by both parties and shall continue in force unless both parties mutually consent in writing to its termination.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Kent

King County Executive

Mayor/Administrator

Date
Approved as to Form

Date
Approved as to Form

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

Attachment A - City of Kent
Legal Description

TURNKEY PARK

PARCEL A - The South 1/2 of the NW 1/4 of the NW 1/4 of the SW 1/4 of Section 17, Township 22 North, Range 5 East, W.M., in King County, Washington, EXCEPT the North 165 feet of the West 330 feet thereof; AND EXCEPT the West 145 feet of the South 1/2 of the NW 1/4 of the NW 1/4 of the SW 1/4 of said Section 17, lying South of the North 165 feet thereof.

PARCEL B - The South 30 feet of the North 165 feet of the West 330 feet of the South 1/2 of the NW 1/4 of the NW 1/4 of the SW 1/4 of Section 17, Township 22 North, Range 5 East, W.M., in King County, Washington, EXCEPT portion thereof lying within 100th Ave. S.E.

SUBJECT TO: Right of King County to make necessary slopes for cuts or fills upon said premises in conformity with standard plans and specifications for highway purposes, and to the same extent as if the rights granted had been acquired by condemnation proceedings under statute of the State of Washington, as granted by Deed, recorded under Auditor's File No. 5036374.

PARCEL C - The North 1/2 of the NW 1/4 of the NW 1/4 of the SW 1/4 of Section 17, Township 22 North, Range 5 East, W.M., lying Easterly of County Road; EXCEPT the West 330 feet of the North 148.5 feet AND EXCEPT the West 300 feet of the South 182.18 feet.

SUBJECT TO: Right to make necessary slopes for cuts or fills.

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF DES MOINES**

Relating to the Ownership, Funding,
Operation and Maintenance of Parks, Open Space,
Recreation Facilities, and Programs

This Agreement is made and entered into this day by and between the City of Des Moines, 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 desires to divest itself of ownership, management, and financial responsibility for non-regional parks, open space, recreational facilities and programs inside the City boundaries; and

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

NOW, THEREFORE, the City and the County hereby agree as follows:

1. Conveyance of Title/Existing Agreements, Contracts or Permits.

- 1.1 On or about April 1, 1993, King County shall convey to the City by deeds an undivided equal interest in the following listed park, open space and recreation sites, to be held as joint tenants:

Des Moines Creek Park (that portion located within the City of Des Moines);
Des Moines Fieldhouse and Park; and
Parkside Park,
all of which are legally described in Attachment "A".

- 1.2 On or about June 7, 1993, the County shall convey to the City by deed the County's remaining interest in the above listed sites. Deeds shall contain all reservations of record known to the County, a reference to Forward Thrust Bond covenants if applicable, and the following specific covenants pertaining to use and assessment of fees:

"The City covenants to operate and maintain the site in perpetuity as a public open space or as a public recreational facility except that the City may trade the site or part of the site for property of equal or greater recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate for non-City residents as for the residents of

the City, provided that nothing herein shall prohibit differential charges for non-City residents for recreation program fees."

- 1.3 The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.
 - 1.4 No King County artwork currently located at any park is to be transferred with the land. King county artworks remain the property of King County. The responsibility, management and maintenance of King County artworks, as well as the ownership, remain with the County.
2. Responsibility for Operations, Maintenance, Repairs and Improvements.
- 2.1 On February 1, 1993, the City shall assume full and complete responsibility for maintenance, repairs and improvements of the sites listed in section 1.1, above. The responsibility includes, but is not limited to hiring and control of personnel, standards of personnel, payroll, and ordering of and payment for supplies and equipment.
 - 2.2 The County agrees to continue to provide recreation programs and services within the City, at no additional cost to the City, until June 6, 1993. On June 7, 1993, the City agrees to assume full and complete responsibility for recreation programs and services. However, all such programs, services, service levels and fees shall be set at the discretion of the City.
 - 2.3 The parties agree that transferral of the property as specified in section 1.2 above will be concurrent with the assumption by the City of responsibility for recreation services. Should the City decide to delay the assumption of responsibility for recreation programming, the County retains the right to concurrently delay the transfer of full ownership in said property.
3. Interim Period Responsibilities
- 3.1 For the interim period between February 1, 1993, and June 7, 1993, the County will provide to the City recreation programs and services at the currently budgeted level. Effective June 7, 1993, the City will become responsible for recreation programs and services, including scheduling the public's use of the parks and recreation facilities listed in Section 1.1, above.
4. Uses of Facilities and Fields During Transition Period
- 4.1 The parties agree there will be a transition period from the February 1, 1993 through June 7, 1993, to avoid disruption of service to the public. The County

agrees, during the transition period, to continue to schedule organized athletics and recreational activities at the sites listed in section 1.1 above.

- 4.2 Revenues from field use and recreational programs during the transition period shall accrue to the County. Revenues from field use and recreational programs after the City assumes full ownership and maintenance responsibility on June 7, 1993 will accrue to the City. Revenues for field use, facility use, and recreation programs scheduled prior to June 7, 1993, but not conducted until after June 6, 1993 shall accrue to the City.

5. Protection of Historical Resources

- 5.1 The City agrees to seek state historic register designation and protection for the Des Moines Fieldhouse, a King County Historic Landmark.
- 5.2 The City further agrees to adopt an ordinance designating the Fieldhouse a City landmark.
- 5.3 King County Landmarks and Heritage Commission will retain the authority to review and approve proposed alterations to any designated significant features and/or demolition.

6. Duration. This Agreement shall be effective upon signature and authorization by both parties, and shall continue in force unless both parties mutually consent in writing to its termination.

7. Indemnification.

- 7.1 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 of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in performing services 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 or public law is involved; and if final judgment be rendered against the City 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 County shall satisfy the same.

7.2 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 of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. 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 principle of governmental or public laws is involved; and if final judgement be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

8. Non-Discrimination. The City and the County are Equal Opportunity Employers. The City and the County shall comply with all applicable non-discrimination laws or requirements.

9. Audits and Inspections. In addition to the requirements set forth, the records related to matters covered by this Agreement are subject to inspection, review or audit by the County or the City at the requesting party's sole expense during the term of this agreement and three (3) years after termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

10. Waiver and Amendments. 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 in advance by the parties hereto.

11. Default.

11.1 In the event the City violates any of the conditions of this Agreement, including any of the covenants to title required herein, the County shall be entitled to specific performance of the Agreement.

11.2 In the event the County violates any of the conditions of this Agreement, including any of the covenants to title required herein, the City shall be entitled to specific performance of the Agreement.

11.3 Unless otherwise provided for herein, in the event either party should commence legal proceedings to enforce any provisions of this Agreement, each party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.

12. Entire Agreement and Modifications. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

13. Administration of Agreement.

13.1 The City and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The City and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.

13.2 Any conflict that is not resolved by the contract administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the City Manager and the County Director of Parks, who shall resolve the conflict.

14. Ratification

14.1 The parties acknowledge that certain activities in sections 2.1, 3.1 and 4.1 have been undertaken by the parties in accordance with this agreement prior to its execution. The parties hereby approve and ratify such activities taken pursuant to sections 2.1, 3.1 and 4.1, which occurred prior to the date of execution of this agreement. All rights and obligations established in Section 7 shall apply to said activities.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Des Moines

King County Executive

City Manager/Mayor

Date
Approved as to Form

Date
Approved as to Form

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

OFM July 14, 1993
F:/regional/misc/parks.des

DES MOINES ACTIVITY CENTER

PARCEL A - The West 120 ft. of the North 75 feet of the East 607 feet of the South 368 feet of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., EXCEPT the North 10 feet thereof conveyed to King County by Deed recorded under Auditor's File No. 4801585; Situate in King County, Washington.

SUBJECT TO: Right of the public to make necessary slopes for cuts or fills as granted by Deed recorded under Auditor's File No. 4801585.

PARCEL B - Beginning 932 feet West of S.E. corner of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M.; thence running North along the East line of Hanes Addition to Des Moines a distance of 369.7 feet; thence East 200 feet; thence South 369.7 feet to the North line of New Addition to Des Moines; thence West to place of beginning.

ALSO, all of fractional Block 52, The New Addition to the Town of Des Moines, according to the plat recorded in Volume 4 of Plats, page 84, records of King County, Washington.

EXCEPT the South 10 feet of the North 30 feet of that portion of the East 932 feet of the NW 1/4 of the SE 1/4 of said Section 8, and the West 15 feet of the East 30 feet of the East 932 feet of the NW 1/4 of the SE 1/4 of Section lying Southerly of So. 219th St. and Westerly of 11th Ave. So. as now established by King County.

PARCEL C - The North 80 feet of the South 180 feet of the West 100 feet of the East 531.9 feet of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M.

TO HAVE AND TO HOLD the said tract of land unto the Grantee (King County), its successors and assigns as long as the same shall be used for PUBLIC PARK AND RECREATIONAL PURPOSES and whenever the said Grantee (King County), shall cease to maintain the said tract of land for said purposes, the said land shall revert to and become vested absolutely in the Grantors (Des Moines Civic Betterment Committee), their successors and assigns.

PARCEL D - Lot 15, Block 54, New Addition to the Town of Des Moines, as recorded in Volume 4 of Plats, page 84, records of King County, Washington.

PARCEL E - Lots 15 and 16, Block 53, New Addition to the Town of Des Moines, as recorded in Volume 4 of Plats, page 84, records of King County.

To King County for park and recreational grounds at Des Moines.

PARCEL F - The South 368 feet of the West 100 feet of the East 632 feet of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., EXCEPT the East 75 feet of the North 120 feet thereof.

ALSO, the South 367.7 feet of the West 100 feet of the East 732 feet of the NW 1/4 of the SE 1/4 of said Section 8.

For the use of the public forever, as a public park. In the event this property is diverted to a use for any other purpose the title thereto shall revert to the Grantor (Des Moines - Zenith Improvement Club, Inc.), its successors or assigns.

PARCEL G - Beginning 345 feet West of the S.E. corner of the NW 1/4 of the SE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., running thence North 367.6 feet to the South line of the Ethel O. Peck Road; thence West along said South line of said road 195.1 feet; thence South to the North line of the New Addition to the Town of Des Moines; thence East 186.9 feet to the point of beginning, LESS the South 100 feet of the West 100 feet of the above described property deeded by W.R. Case and Louise Case, husband & wife, to the above named Grantor (Des Moines Civic Betterment Committee) under date of June 22, 1938 and recorded under Auditor's File No. 3001205, and LESS the North 80 feet of the South 180 feet of the West 100 feet of the above described property deeded by W.R. Case & Louise Case, husband & wife, to Des Moines Civic Betterment Committee under the date of October 20, 1938 and recorded under Auditor's File No. 3020598.

ALSO, fractional Blocks 55 and 56, New Addition to the Town of Des Moines, as recorded in Volume 4 of Plats, page 84, records of King County, Washington, together with all rights accruing to the same by reason of the vacation of street and alley adjoining.

TO HAVE AND TO HOLD the said tract of land unto the Grantee (King County), its successors and assigns, so long as the same shall be used for PUBLIC PARK AND RECREATIONAL PURPOSES and whenever the said Grantee (King County) shall cease to maintain the said tract of land, the said land shall revert to and become vested absolutely in the Grantors (Des Moines Civic Betterment Committee), their successors and assigns.

PARKSIDE PARK

PARCEL A - Lots 11, 12, and 13, Block 10, Interurban Heights Section 5, according to the plat thereof recorded in Volume 17 of Plats, page 85, records of King County, Washington.

ALSO, Lots 28 through 31, 34, and 36 through 40, Block 10, and Lots 1 through 9, 12 through 15, 26 through 30, and 32 through 34, Block 11, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

PARCEL B - Lots 32 and 33, Block 10, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

PARCEL C - Lot 35, Block 10, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

PARCEL D - Lot 31, Block 11, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

PARCEL E - Lots 10 and 11, and Lot 25, Block 11, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

PARCEL F - Lots 16, 17, 18, 19, and 24, Block 11, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

SUBJECT TO: Easements of record.

PARCEL G - Lot 21, Block 11, Interurban Heights, Second Section, according to the plat thereof recorded in Volume 16 of Plats, page 19, records of King County, Washington.

ALSO, Lots 22 and 23, Block 11, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

PARCEL H - Lots 35 and 36, Block 11, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

SUBJECT TO: Easements of record.

PARCEL I - Lot 20, Block 11, Interurban Heights Second Addition, according to the plat thereof recorded in Volume 16 of Plats, page 19, records of King County, Washington.

PARCEL J - East 1/2 Vacated 26th Ave. So. adjoining Lots 28 through 40, Block 10, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

ALSO, West 1/2 Vacated 26th Ave. So. adjoining Lots 1 through 19, Block 10, Interurban Heights, according to the plat thereof recorded in Volume 15 of Plats, page 90, records of King County, Washington.

ALSO, West 1/2 Vacated 26th Ave. So. adjoining Lot 20, Block 14, Interurban Heights Second Addition, according to the plat thereof recorded in Volume 16 of Plats, page 19, records of King County, Washington.

DES MOINES CREEK PARK

PARCEL A - The South 410 feet of the West 444 feet of the SE 1/4 of the NE 1/4 of the NE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., situate in King County, Washington.

SUBJECT TO: Easement for electric transmission and distribution line recorded under Auditor's File No. 3061613; Easement for road purposes recorded under Auditor's File No. 3051006; Easement to the Des Moines Sewer District, recorded under Auditor's File No. 5774908.

PARCEL B - The East 256 feet of the SE 1/4 of the NE 1/4 of the NE 1/4 AND the East 256 feet of the South 30 feet of the NE 1/4 of the NE 1/4 of the NE 1/4; all in Section 8, Township 22 North, Range 4 East, W.M., EXCEPT that portion, if any, lying within the South 410 feet of the West 444 feet of the East 1/2 of the South 1/2 of the NE 1/4 of the NE 1/4 of said Section; situate in King County, Washington.

SUBJECT TO: Right of way and easement granted to Des Moines Sewer District in instrument recorded under Auditor's File No. 5774908.

PARCEL C - That portion of the SE 1/4 of the NE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., described as follows: Beginning at the N.E. corner of said Section 8; thence So.1-06-00 W. 1315.88 feet to the N.E. corner of said subdivision; thence N.86-39-35 W along the North line of said subdivision 595.98 feet to the true point of beginning; thence S.0-03-23 W. 155.17 feet; thence Westerly in a straight line to a point from which the N.W. corner of the East 165 feet of the West 806.5 feet of the SE 1/4 of the NE 1/4 of said Section 8 bears N.0-03-23 E., 155.17 feet; thence N.0-03-23 E. 155.17 feet; thence S.86-39-35 E. 165.27 feet along the North line of the SE 1/4 of the NE 1/4 of said Sec. 8, to the true point of beginning; situate in King County, Washington.

SUBJECT TO: Easement granted to Des Moines Sewer District for perpetual right of way or easement for sewer mains with the necessary appurtenances, recorded under Auditor's File No. 5775498; Release of Damages recorded under Auditor's File No. 5098739.

PARCEL D - That portion of the East 165 feet of the West 806.5 feet of the SE 1/4 of the NE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., described as follows: Beginning at the N.W. corner of Lot 13 of Des Moines Terrace, as per plat recorded in Volume 63 of Plats, page 45, records of King County; thence S.0-03-23 W., along the West line of said Lot 13, a distance of 76.01 feet to the S.W. corner of said Lot 13; thence S.85-36-41 W. 96.34 feet; thence S.55-05-50 W. 84.14 feet to the West line of the East 165 feet of the West 806.5 feet of the SE 1/4 of the NE 1/4 of said Section 8; thence N.0-03-23 E., along said West line, 108.17 feet; thence Easterly in a straight line to the point of beginning; EXCEPT the East 25 feet thereof; situate in King County, Washington.

SUBJECT TO: Easement created by instrument recorded under Auditor's File No. 5541072 for installation and maintenance of water pipeline; Easement granted to Des Moines Sewer District recorded under Auditor's File No. 5800960; Release of Damages to King County recorded under Auditor's File No. 5098739.

PARCEL E - That portion of the East 165 feet of the West 806.5 feet of the SE 1/4 of the NE 1/4 of Section 8, Township 22 North, Range 4 East, W.M., described as follows: Beginning at the N.W. corner of Lot 14 of Des Moines Terrace, as per plat recorded in Volume 63 of Plats, page 45, records of King County; thence S.0-03-23 W., along the West line of said Lot 14, a distance of 75.01 feet to the S.W. corner of said Lot 14; thence Westerly in a straight line to a point from which the N.W. corner of the East 165 feet of the West 806.5 feet of the SE 1/4 of the NE 1/4 of said Section 8, bears N.0-03-23 E., 263.17 feet; thence N.0-03-23 E. 108 feet; thence Easterly in a straight line to the point of beginning; EXCEPT that portion beginning at the S.W. corner of said Lot 14; thence S.81-56-33 W. 45 feet; thence Northerly in a straight line to a point which bears N.86-39-19 W. 30 feet from the N.W. corner of said Lot 14; thence S.86-39-19 E. 30 feet; thence S.0-03-23 W. 75.01 feet to the point of beginning; situate in King County, Washington.

SUBJECT TO: Easement created by instrument recorded under Auditor's File No. 5541071 for installation and maintenance of water pipeline; Easement granted to Des Moines Sewer District recorded under Auditor's File No. 5800982; Release of Damages to King County recorded under Auditor's File No. 5098739.

PARCEL F - That portion of the following described Tract I lying Easterly of a line drawn parallel with and 155 feet Easterly, when measured at right angles, from the survey line of SR 509, SR 516 to Des Moines Way South.

Tract I - Lots 13, 14 and 15, Block 3, Glen Echo Addition, according to the plat thereof recorded in Volume 53 of Plats, page 91, records of King County.

EXCEPT that the Grantee (King County) herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 509 and the lands herein conveyed; for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the Office of the Director of Highways at Olympia, Washington, bearing date of approval December 1, 1969, revised May 4, 1973, and recorded in Volume 4 of Highway Plats, page 144, under Auditor's File No. 6610417, records of said County.

The Grantee (King County), its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed, for the accommodation of the traveling public or business users of any Federal-aid Highway (such as eating, sleeping, rest, recreation and vehicle servicing), it will not discriminate on the grounds of race, color, or national origin against such traveling public or highway users in their access to and use of the facilities and services so constructed, maintained or otherwise operated, and that the Grantee (King County) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21 (49 C.F.R. Part 21), and as said Regulations may be amended.

The lands herein described are not required for State Highway purposes and are conveyed pursuant to the provisions of R.C.W. 47.12.130.

PARCEL G - That portion of the SW 1/4 of the NE 1/4 of Section 8, Township 22 North, Range 4 East, W.M.; Beginning at the N.W. corner of said subdivision; thence S.86-39-36 E. 274.00 feet along the North line of said subdivision to the true point of beginning; thence continuing S.86-39-36 E., along said North line, 678.92 feet to the N.W. corner of that parcel of land conveyed to Des Moines Sewer District of King County by Deed recorded July 7, 1965, under Auditor's File No. 5899352; thence S.00-03-23 W. 130.00 feet; thence S.41-48-07 E. 311.59 feet; thence S.00-03-29 W. 325.48 feet; thence N.19-38-24 W. 144.24 feet; thence N.19-13-39 W. 216.18 feet; thence N.52-44-31 W. 170.65 feet; thence S.58-52-44 W. 254.80 feet; thence S.80-37-59 W.

238.69 feet; thence S.82-59-51 W. 183.89 feet to the East line of the West 274 feet of said subdivision; thence N.00-56-27 W. 475.13 feet along the East line of the West 274 feet of said subdivision to the true point of beginning; situate in King County, Washington.

SUBJECT TO: Easement for sewer main by instrument recorded under Auditor's File No. 5899353; Right of Way Easement dated September 18, 1968, recorded October 4, 1968, under Auditor's File No. 6416125 to Puget Sound Power & Light Co.; Right of Way Easement recorded September 16, 1971, under Recording No. 7109160454 to Puget Sound Power & Light Co.

PARCEL H - The South 280 feet of the West 124 feet of the North 440 feet of the SW 1/4 of the NE 1/4 of Section 8, Township 22 North, Range 4 East, W.M.; situate in King County, Washington.

SUBJECT TO: Easement granted to Des Moines Sewer District, recorded under Auditor's File No. 5877543; Easement granted to Des Moines Sewer District, recorded under Auditor's File No. 5774907; Right to make necessary slopes for cuts or fills as granted by Deed recorded under Auditor's File No. 4764077.

PARCEL I - The South 310 feet of the East 150 feet of the West 274 feet of the North 440 feet of the SW 1/4 of the NE 1/4 of Section 8, Township 22 North, Range 4 East, W.M.; situate in King County, Washington.

SUBJECT TO: Easement to Des Moines Sewer District recorded under Auditor's File No. 5800983; Right of the public to make necessary slopes for cuts or fills as granted by Deed recorded under Auditor's File No. 4764077.

PARCEL J - That portion of the NE 1/4 of the NW 1/4 of the NW 1/4 of Section 9, Township 22 North, Range 4 East, W.M., described as follows: Beginning at the N.E. corner of Lot 27, Block 3, Glen Echo Addition, according to the plat thereof recorded in Volume 53 of Plats, page 61, records of King County, Washington; thence S.88-26-13 E. along the Southerly line of So. 208th St. 90.68 feet; thence S.01-06-10 W. parallel with the East line of said NE 1/4 358.80 feet; thence S.88-23-37 E. 15 feet; thence S.01-06-10 W. 190 feet; thence N.88-23-37 W. 15 feet; thence S.01-06-10 W. 80 feet to the South line of said NE 1/4; thence N.88-23-37 W. along said South line 281.98 feet to the Easterly line of said Glen Echo Addition; thence N.29-37-20 E. 400.67 feet; thence N.01-06-00 E. 275 feet to the true point of beginning, situate in King County, Washington.

This property is being conveyed to the Grantee (King County) hereunder for so long as it is used for park and recreation purposes, and no longer, and the Grantor (Joseph G. Schramm & Virginia G. Schramm) specifically reserves the right of reverter when said property is not so used.

PARCEL K - The SW 1/4 of the NW 1/4 of the NW 1/4 in Section 9, Township 22 North, Range 4 East, W.M.; EXCEPT the East 15 feet for road; AND EXCEPT all coal and minerals and the right to explore for and mine the same; situate in King County, Washington.

SUBJECT TO: Easement disclosed by instrument recorded under Auditor's File No. 5144653; Right to lay pipe for water disclosed by instrument recorded under Auditor's File No. 1258791; Easement rights acquired by the Port of Seattle, described under Stipulation and Judgment

entered in King County Superior Court Cause No. 647397; Easement granted to Des Moines Sewer District by instrument recorded under Auditor's File No. 5788388.

PARCEL L - The SE 1/4 of the NW 1/4 of the NW 1/4 of Section 9, Township 22 North, Range 4 East, W.M.; EXCEPT the West 15 feet thereof for road; situate in King County, Washington.

SUBJECT TO: Easement to Des Moines Sewer District recorded under Auditor's No. 5800981; Easement rights acquired by Port of Seattle by Judgment entered in Superior Court Cause No. 647397; Easement rights acquired by Port of Seattle by Judgment entered in King County Superior Court Cause No. 560219; Reservation and exception in Deed recorded in File No. 441681; Easement for sewer main to Des Moines Sewer District dated July 20, 1972, as recorded under Auditor's File No. 7208160513.

PARCEL M - The South 15 feet of Lot 22, Westridge Division No. 6, as per plat recorded in Volume 90 of Plats, pages 52 and 53, records of King County; situate in King County, Washington.

SUBJECT TO: Easement to Puget Sound Power & Light Co. as disclosed by Deed recorded under Auditor's File No. 32332599; Restrictions contained in said plat; Right of the public to make necessary slopes for cuts or fills as dedicated in the plat.

PARCEL N - That portion of Block 2 and Block 3 lying Easterly of the Easterly margin of Marine View Drive as Deeded to King County by instruments recorded under Auditor's File Nos. 1869005 and 1877957; all in the Town of Des Moines, according to the plat recorded in Volume 3 of Plats, page 165, records of King County, Washington; TOGETHER WITH vacated alley lying between said Blocks 2 and 3 adjoining said Block; EXCEPT the Northerly 10 feet of Block 3, and EXCEPT the Northerly 10 feet of vacated alley lying between said Blocks; and EXCEPT that portion of said Blocks 2 and 3 and vacated alley adjoining lying Southerly of the following described line: Beginning at the Southeasterly corner of Lot 10 in said Block 2; thence S.87-31-08 W. along the South line of said Lot 10 to the aforesaid Easterly margin of Marine View Drive; thence Northwesterly along said margin on a curve to the left with a radius of 480.97 feet for a distance of 10.54 feet; thence continuing along said margin N.42-47-00 W. for a distance of 162.72 feet to the most Westerly corner of a tract of land conveyed to the Southland Corporation under Deed recorded under Auditor's File No. 7411040178 and the true point of beginning of said described line; thence N.57-10-00 E. to the East line of said Block 2, and the terminus of said line; all situate in Section 8, Township 22 North, Range 4 East, W.M., in King County, Washington.

SUBJECT TO: Reservations contained in Deed recorded November 4, 1974 under Auditor's File No. 7411040177; Covenant contained in Deed dated July 11, 1974, recorded November 4, 1974, under Auditor's File No. 7411040177; Easement for sewer recorded July 20, 1964, under Auditor's File No. 5763498; Easement for slopes as granted by instrument recorded October 18, 1946, under Auditor's File Nos. 3619415 and 3619416; Waiver of damages by reason of slopes as contained in instrument dated May 14, 1924, recorded under Auditor's File No. 1877957; Right to make necessary slopes for cuts or fills upon said premises as granted by Deeds recorded under Auditor's File Nos. 1869005 and 1877957.

PARCEL Q - Lots 1 and 2, Block 17, in the Southern Pacific Land Company's Second Addition to Des Moines, as recorded in Volume 4 of Plats, page 49, records of King County, Washington.

PARCEL P - That portion of Lots 11, 12 and 13, Block 21, in Southern Pacific Land Company's Second Addition to Des Moines as recorded in Volume 4 of Plats, page 49, records of King County; lying Southeasterly of Des Moines Way, as conveyed to King County by Deed recorded under Auditor's File No. 1107080; situate in King County, Washington.

PARCEL Q - Lots 1 through 17, Block 14, the Southern Pacific Land Company's Second Addition to Des Moines, according to the plat recorded in Volume 4 of Plats, page 49, records of King County, Washington.

PARCEL R - Lots 11 through 16, Block 51, the Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County; situate in King County, Washington.

PARCEL S - Lots 1 through 17, inclusive, in Block 15, and Lots 11 through 17, Block 16, the Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County; situate in King County, Washington.

PARCEL T - Lot 14, Block 21, Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County, and portion vacated alley adjoining LESS County Road.

PARCEL U - Lots 15 and 16, Block 20, and that portion of Lots 15 and 16, Block 21, lying Easterly of Des Moines Way, all in Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County, Washington.

TOGETHER WITH the East 1/2 of vacated 7th Ave. So., lying between So. 213th St. and So. 214th St.; ALSO, the West 1/2 of vacated 7th Ave. So. adjoining Lots 15 and 16, Block 21, of said plat; situate in King County, Washington.

PARCEL V - Lots 15 and 16, Block 18, Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County.

PARCEL W - Lots 1, 2, and 3, Block 20, Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County; EXCEPT that portion of said lots conveyed to King County for Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County; EXCEPT that portion of said lots conveyed to King County for G.W. Miller Road (Des Moines Way) by Deed recorded under Auditor's File No. 765718; situate in King County, Washington.

PARCEL X - Lots 1 through 10, inclusive, Block 16, Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County, Washington.

PARCEL Y - Lots 7 and 8, Block 18, Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County, Washington.

PARCEL Z - Lots 1 through 6, inclusive, Block 18, Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County; situate in King County, Washington.

PARCEL AA - Lots 8 and 9, Block 49, Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County, LESS County Road Vacated.

ALSO, Lots 14, 15, and 16, Block 50, Southern Pacific Land Company's Second Addition to Des Moines, as per plat recorded in Volume 4 of Plats, page 49, records of King County.