

KING COUNTY

Signature Report

February 29, 2000

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

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Motion 10879

| | · · · · · · · · · · · · · · · · · · · | • | |
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| | Proposed No. 2000-0137.2 | Sponsors Pullen | |
| 1 | A MOTION authorizing | g the county executive to enter into | |
| 2 | an interlocal agreement | with the city of Auburn relating to | |
| 3 | the county's processing of | of building and land use applications | |
| 4 | and code enforcement ac | ctions. | |
| 5 | WHEREAS, on March 1, 2000, | , the city of Auburn will incorporate an area of | |
| 6 | unincorporated King County and may t | thereafter annex additional area of unincorporat | ed |
| 7 | King County (collectively referred to as | is the "annexation area"), and | |
| 8 | WHEREAS, all local governme | ental authority and jurisdiction with respect to the | he |
| 9 | annexation area transfers from the coun | nty to the city upon the date of annexation, and | |
| 10 | WHEREAS, the county and city | y agree that having county staff process various | ; |
| 11 | annexation area building permits and la | and use applications on behalf of the city for a | |
| 12 | transitional period will assist in an orde | erly transfer of authority and jurisdiction, and | |
| 13 | WHEREAS, the county and city | y intend, through this interlocal agreement, to | |
| 14 | achieve a smooth transition from count | ty to city of application review in the annexation | n |
| 15 | area by continuing, in part, the county's | s review of building and land use permit | , |
| 16 | applications on behalf of the city and by | y establishing procedures for transferring land u | ase |
| 17 | decision making and permit application | n information regarding those applications to the | e |
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| city, and |
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| WHEREAS, it is the parties' intent by virtue of the interlocal agreement that any |
| and all discretionary decisions shall be made by the city, and |
| WHEREAS, an agreement relating to the provision of these duties is authorized |
| by the Interlocal Agreement Act, chapter 39.34 RCW; |
| NOW, THEREFORE, BE IT MOVED by the Council of King County: |
| The county executive is hereby authorized to execute an interlocal agreement, |
| substantially in the form attached, with the city of Auburn for the county to process |
| building and land use applications and code enforcement actions. |
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Motion 10879 was introduced on 2/14/00 and passed by the Metropolitan King County Council on 2/28/00, by the following vote:

Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Vance and Mr. Irons No: 0

Excused: 1 - Mr. Phillips

KING COUNTY COUNCIL INGTON

Pete von Reichbauer, Chair

ATTEST:

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WM

Anne Noris, Clerk of the Council

Attachments

A. Interlocal Agreement Between King County and the City of Auburn Relating to Processing of Building Permits and Land Use Applications, B. Southwest Lea Hill Annexation Legal Description, C. Southwest Lea Hill Annexation Map

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Attachment A.

INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF AUBURN RELATING TO PROCESSING OF BUILDING PERMITS AND LAND USE APPLICATIONS

THIS AGREEMENT is made and entered into this day by and between the City of Auburn, a municipal corporation in the State of Washington (hereinafter referred to as the "City") and King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County").

WHEREAS, on March 1, 2000, the City will incorporate an area of unincorporated King County described in Attachment 1 and may thereafter annex additional areas of unincorporated King County (collectively referred to as the "Annexation Area"); and

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

WHEREAS, the County and City agree that having County staff process various Annexation Area building permits and land use applications on behalf of the city for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, the City and County intend through this Agreement to achieve a smooth transition from County to City of application review in the Annexation Area by continuing, in part, the County's review of building and land use permit applications on behalf of the City as specified herein and by establishing procedures for transferring land use decision making and permit application information regarding such applications to the City; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions shall be made by the City; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW 39.34; NOW, THEREFORE, in consideration of the terms and provisions, it is agreed by and between the City and the County as follows:

1. <u>Enactment</u>. Application review conducted by the County pursuant to this Agreement shall occur in accordance with County building and development standards in existence on the application vesting date. The City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

2. <u>Pre-annexation Building Permit Applications Filed with King County.</u>

2.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested, Annexation Area building permit applications that were both (1) filed with the County and (2) either issued a SEPA threshold determination or deemed exempt from SEPA before the effective date of annexation. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decision regarding whether or when an application has vested shall be made by the City.

2.2 Except as provided in Section 4 of this Agreement, the County's review of buildingrelated permits (which include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits, and grading and clearing permits) shall include rendering decisions to approve, condition or deny such applications; conducting inspections; issuing correction notices, certificates of occupancy, permit extensions and completion of extensions; and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Appeals of building related permit decisions, if any, shall be processed by the City in the same manner as appeals of land use permits are addressed in Section 3.4; provided that the City and County may agree to have the County conduct such appeals on behalf of the City in particular instances where such processing by the County would further the orderly transition envisioned by this Agreement.

2.3 The County shall receive and process any permit applications made following annexation that implement conditions of a Commercial Site Development permit issued by the County prior to annexation. The County shall additionally receive and process ancillary permit applications, such as fire and mechanical permits, that are made following annexation and that are essential for completion of an approved project permit.

2.4 Notwithstanding Paragraph 2.3, applications for tenant improvement permits and sign permits made prior to annexation shall be processed by the County. Such applications made following annexation shall be referred to the City for all further processing.

2.5 The County shall review and make a recommendation to the City on requests to renew County permits within the Annexation Area that are approaching their expiration date without having completed the permitted activity. The City shall render any final decisions on such requests.

2.6 King County shall review and render decisions on requests for changes to approved building permit plans up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. Following issuance of the certificate of occupancy or final construction approval, requests for changes to the approved set of plans shall be referred to the City. The City intends to process such requests as new permit applications.

2.7 The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City. The County shall consult with the City's reviewstaff prior to making its recommendation on such applications.

2.8 The County shall only review those pending grading permit applications within the Annexation Area that are associated with a plat application being reviewed by the County pursuant to this Agreement. Any other grading permit applications within the Annexation Area shall be turned over to the City for all further processing.

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Pre-annexation Land Use Permit Applications Filed with King County.

3.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decisions regarding whether or when an application has vested shall be made by the City. The types of land use related permits within this grant of authority include, but are not necessarily limited to:

Preliminary and Final Plats Preliminary and Final Short Plats Preliminary and Final Binding Site Plans Revisions and Alterations to Plats, Short Plats and Binding Site Plans Conditional Use Permits Boundary Line Adjustments and Lot Determinations Forest Practices Sensitive Areas: Reasonable Use Exceptions and Utility Exemptions Shoreline Permits and Exemptions Commercial Site Development Permits

Special Use Permits

Zoning and Shoreline Variances

Right-of-Way Use Permits associated with building or land use permit applications being reviewed by the County pursuant to this Agreement

3.2 For those vested land use applications that do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's designated decision-maker based upon the regulations under which the applications are vested. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City.

3.3 Notwithstanding any other provision of this Agreement, applications for any rezone and any associated permit applications shall be referred to the City for all further processing.

3.4 For those vested land use applications that require quasi-judicial or legislative approval, e.g., subdivision, or which involve administrative appeals, the County shall prepare a report and recommendation to the City's designated decision-maker for a final decision. The City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings required, and making any decision in conjunction with the application. County staff may attend the public hearing to testify with respect to analysis set forth in the County's report and recommendation.

3.5. The County shall continue to review those vested subdivision, short subdivision and binding site plan applications that have not yet received preliminary approval up to the point of making a recommendation to the City's designated decision maker on preliminary approval. At the request of the City, County staff shall appear before the City decision maker to discuss analysis set forth in the County's recommendation.

Auburn Interlocal Agreement Building and Land Use Permit Processing Page 3

3.6 For those vested subdivision, short plat and binding site plan applications that have received preliminary approval prior to annexation, the County shall continue its review up to the point of making a recommendation to the City on whatever post-preliminary review phase the development is in at the time of annexation. For purposes of this section, post-preliminary review phases include: engineering plan approval, final plat, short plat or binding site plan approval, and construction inspection approval. [JS3]All final decisions on any of the post-preliminary review phases shall be rendered by the City. The City shall assume review of the project for all subsequent post-preliminary review phases.

3.7 The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a land use application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

3.8 King County shall review and render decisions on requests for changes to approved land use permit engineering plans up to the time that final construction approval has been issued for the project. Following issuance of final construction approval, requests for changes to the approved set of plans shall be referred to the City.

4. List of Projects, Notice of Meetings and Option to Exclude.

4.1 The County will prepare and send to the City a monthly list of all building, land use and associated ancillary permit applications pending within the Annexation Area as of the date of annexation. The list shall include the status of the projects as it is shown in the County Permits Plus system. The City or County may at any time exclude from this Agreement any application(s) on any such list upon providing to the County or City ten days advance written notice of its intent to exclude the application(s). Upon excluding any application from review under this Agreement, the County shall turn the application over to the City for all further processing.

4.2 The County shall notify the City of all technical screening meetings, pre-construction conferences and engineering pre-submittal meetings for projects being reviewed by the County under this Agreement. Such notice shall be provided promptly upon scheduling of the meeting. The City may participate in these meeting to learn more about the project and to offer comments.

4.3 The County shall provide the City with a copy of files and records of all land use and building permit applications processed under this Agreement upon completion of permit review or termination of the Agreement under Section 11, whichever comes first.

5. <u>SEPA Compliance</u>.

5.1. In order to satisfy the procedural requirements of the State Environmental Policy Act (SEPA), the City shall serve as lead agency for all Annexation Area building permit and land use applications, including those being processed by the County pursuant to this Agreement. The City shall designate and identify a SEPA responsible official to make threshold determinations and to supervise the preparation and content of environmental review for projects within the City. The responsible official shall not be an employee, officer, or agent of the County.

5.2. Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard and decided by the City.

5.3. For those permit applications requiring a SEPA determination, the County will not take final action upon the application until the City's responsible official has acted. Upon written request with regard to a particular project being reviewed by the County, the County agrees to provide technical and administrative SEPA assistance to the City's responsible official on that project. Such assistance may include, but is not limited to:

• review of an applicant's environmental checklist and collection of relevant comments and facts;

• preparation of a proposed SEPA threshold determination with supporting documentation for approval, publication and notice by the County on behalf of the City's responsible official;

• preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's designated appeal hearings officer;

• attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;

• preparation of any required draft, final, addendum or supplemental EIS for approval of the City's responsible official; and

• coordination of adopted or required SEPA measures of mitigation with project review staff.

5.4. Any decision whether to condition or deny an application on SEPA grounds shall be made by the City.

6. <u>Administrative and Ministerial Processing</u>. County review specified in this Agreement is intended to be of an administrative and ministerial nature only. Any and all legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City and/or its designated decision-maker.

7. <u>Code Enforcement and Financial Guarantees</u>.

7.1. Within a reasonable period following the effective date of this Agreement, the County shall provide the City with a list and brief explanation of all Annexation Area code enforcement cases under review by the County at the time of annexation. The City shall be responsible for undertaking any code enforcement actions following the date of annexation. The County shall provide the City with copies of any annexation area enforcement files requested by the City.

7.2 Any financial guarantee that is intended to secure compliance with Application Area project conditions shall be turned over to or posted with the City, which shall have sole authority and

discretion over its release and/or enforcement. The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees for Annexation Area projects.

7.3 Code enforcement abatement actions necessary to eliminate public health or safety hazards shall be the sole responsibility of the City.

8. <u>Processing Priority</u>. Within budgetary constraints, the County agrees to process pre-annexation building and land use applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

9. Fees and Reimbursement.

9.1 In order to cover the costs of providing services pursuant to the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 1 above, or as may be modified at some future date by the County and the City.

9.2 For all applications excluded from County processing or transferred to the City pursuant to the terms of this Agreement, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

9.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, including but not limited to providing testimony at public hearings, the City shall pay the County at an hourly rate of \$132.00, or at such other hourly rate as is later specified in that version of King County Code Title 27 which is in effect at the time the services are performed. The County shall not seek reimbursement under this paragraph for review services performed on an individual permit application where the County has already been fully compensated for such services by the receipt of permit application review fees. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received.

10. <u>Duration</u>. This Agreement shall become effective upon approval by the City and the County and shall continue until March 1, 2004, unless otherwise terminated in accordance with paragraph 11 or extended in accordance with paragraph 12.

11. <u>Termination</u>. Either party may terminate this Agreement upon providing at least sixty (60) days written notice to the other party. Upon expiration or termination of this Agreement, the County shall cease further processing and related review of applications it is processing under this Agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

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12. <u>Extension</u>. The City and County may agree to extend the duration of this Agreement through March 1, 2008 or to a date prior thereto. In order for any such extension(s) to occur, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing. If the parties have not agreed to the extension in writing by the otherwise applicable expiration date, the Agreement shall expire.

13. <u>Application Process</u>. The County and the City will each prepare and have available for applicants and other interested parties a document describing the handling of applications based on this Agreement.

14. Indemnification, Hold Harmless and Defense.

14.1 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 or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal or governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

14.2 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 or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement . In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

14.3 The City and the County acknowledge and agree that is 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.

14.4 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 that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if

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judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

15. <u>Personnel</u>. Control of County personnel assigned by the County to process applications under this Agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

16. <u>Administration</u>. This Agreement shall be administered by the County Director of Development and Environmental Services or his/her designee, and by the City Planning Director, or his/her designee.

17. <u>Amendments</u>. This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein are excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

18. <u>Legal Representation</u>. The services to be provided by the County pursuant to this Agreement do not include legal services, which shall be provided by the City at its own expense.

19. <u>Notice of Annexation Area Processing.</u> In the event that the City intends for the County to conduct permit review in any future City Annexation Area pursuant to this Agreement, the City shall provide the County with written notice of its intent no less than sixty days prior to the date County processing of such Annexation Area applications would occur.

20. <u>No Third Party Beneficiaries</u>. 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 upon any provision set forth herein.



ATTACHMENT: Map and Legal Description of March 1, 2000 Annexation Area.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

KING COUNTY

King County Executive

Dated

Approved as to Form:

NORM MALENG King County Prosecuting Attorney

By:

Senior Deputy Prosecuting Attorney

Dated

CITY OF AUBURN

Auburn City Manager

Approved as to Form:

City Attorney

Dated

Dated

SOUTHWEST LEA HILL ANNEXATION LEGAL DESCRIPTION

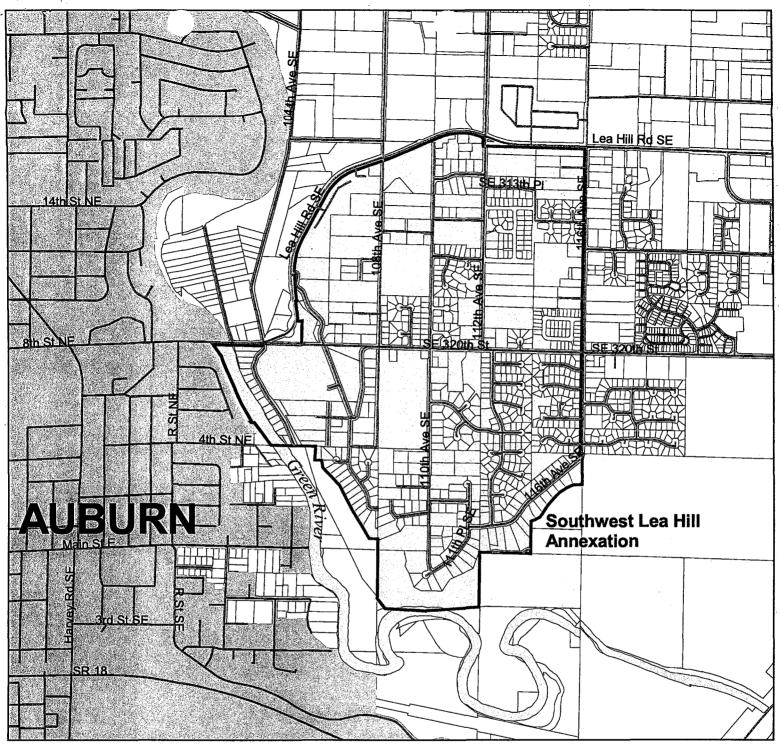
THAT PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 5 EAST, W. M., AND THAT PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 5 EAST, W. M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CITY OF AUBURN LIMITS AS DESCRIBED IN ORDINANCE NO. 1267, SAID POINT OF BEGINNING BEING ON THE SOUTHERLY MARGIN OF SE 320TH STREET AND ON THE WESTERLY BANK OF THE GREEN RIVER; THENCE EASTERLY ALONG SAID SOUTHERLY MARGIN OF SE 320TH STREET TO THE EASTERLY MARGIN OF 104TH PLACE SE; THENCE NORTHERLY ALONG SAID EASTERLY MARGIN OF 104TH PLACE SE TO THE NORTH BOUNDARY OF SAID NORTHWEST OUARTER OF SECTION 17; THENCE EASTERLY ALONG SAID NORTH BOUNDARY OF THE NORTHWEST QUARTER OF SECTION 17 TO A POINT 1007.61 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE NORTHERLY TO A POINT ON THE SOUTH BOUNDARY OF LOT 20, BLOCK 7 OF C. D. HILLMAN'S AUBURNDALE ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 2 AS RECORDED IN VOLUME 13 OF PLATS, PAGE 62, RECORDS OF KING COUNTY, WASHINGTON WHICH IS NORTH 00-07-00 EAST, 30.00 FEET AND NORTH 89-59-00 WEST, 1007.61 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH BOUNDARY OF LOT 20, A DISTANCE OF 250 FEET MORE OR LESS TO THE NORTH BOUNDARY OF SAID LOT 20: THENCE WESTERLY ALONG SAID NORTH BOUNDARY OF LOT 20 TO THE EASTERLY MARGIN OF LEA HILL ROAD SE; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE EASTERLY AND SOUTHEASTERLY AND SOUTHERLY MARGIN OF SAID LEA HILL ROAD SE TO THE WEST MARGIN OF 112TH AVENUE SE: 'THENCE SOUTHERLY ALONG SAID WEST MARGIN OF 112[™] AVENUE SE TO A POINT 30.00 FEET SOUTH, 'MEASURED AT RIGHT ANGLES, OF THE NORTH BOUNDARY OF SAID SOUTHEAST QUARTER OF SECTION 8; THENCE EASTERLY ALONG A LINE PARALLEL WITH SAID NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SECTION 8, AND ALONG THE SOUTH MARGIN OF SE 312TH STREET TO THE WEST MARGIN OF 116TH AVENUE SE; THENCE SOUTHERLY ALONG SAID 116TH -AVENUE SE TO THE SOUTHEAST CORNER OF LOT 21 OF LAURELWOOD ESTATES AS RECORDED IN VOLUME 145 OF PLATS, PAGES 21 AND 22, RECORDS OF KING COUNTY, WASHINGTON; THENCE EASTERLY ALONG THE EXTENDED - SOUTH BOUNDARY OF SAID LOT 21 TO THE EAST BOUNDARY OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE SOUTHERLY ALONG SAID THE EAST BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 17 TO THE SOUTHEAST CORNER OF LOT 1 OF SPRING VISTA AS RECORDED IN VOLUME 74 OF PLATS, PAGE 90, RECORDS OF KING COUNTY, WASHINGTON; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SPRING VISTA TO THE WEST - BOUNDARY OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE SOUTHERLY ALONG SAID WEST BOUNDARY OF THE EAST HALF OF THE SOUTHEAST QUARTER OF NORTHEAST VQUARTER OF SECTION 17 TO THE SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF SECTION 17; THENCE WESTERLY ALONG SAID SOUTH BOUNDARY OF SAID NORTHEAST QUARTER OF SECTION 17; TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17; THENCE SOUTHERLY AND WESTERLY AND NORTHWESTERLY AND NORTHERLY ALONG THE EASTERLY AND SOUTHERLY AND NORTHWESTERLY , AND WESTERLY BOUNDARIES, RESPECTIVELY, OF HIDDEN VALLEY VISTA AS RECORDED IN VOLUME 131 OF PLATS. PAGES 69 THROUGH 71, RECORDS OF KING COUNTY, WASHINGTON, TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17; THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID NORTHWEST QUARTER OF SECTION 17 TO THE SOUTHEAST CORNER OF LOT 15 OF HIDDEN VALLEY PARK, DIVISION 1, AS RECORDED IN VOLUME 78, PAGE 63, RECORDS OF KING COUNTY, WASHINGTON; THENCE WESTERLY AND NORTHWESTERLY ALONG THE SOUTHERLY AND SOUTHWESTERLY BOUNDARY OF SAID HIDDEN VALLEY PARK. × DIVISION 1. TO THE SOUTHWEST CORNER OF LOT 4 OF SAID HIDDEN VALLEY PARK, DIVISION 1: THENCE SOUTH 87-35-49 West along the westerly extension of the South Line of said Lot 4 of Hidden Valley Park. DIVISION 1 TO A POINT WHICH BEARS SOUTH 01-07-47 EAST FROM A POINT ON THE SOUTH BOUNDARY OF C. D. HILLMAN'S GREEN RIVER ADDITION, DIVISION 1, AS RECORDED IN VOLUME 17 OF PLATS, PAGE 67, RECORDS OF × KING COUNTY, WASHINGTON, SAID POINT BEING 70.00 FEET WESTERLY OF THE NORTHWEST CORNER OF SAID LOT 4 > OF HIDDEN VALLEY PARK, DIVISION 1; THENCE NORTH 01-07-47 WEST TO SAID POINT ON THE SOUTH BOUNDARY OF C. D. HILLMAN'S GREEN RIVER ADDITION, DIVISION 1; THENCE WESTERLY ALONG SAID SOUTH BOUNDARY OF C. D. HILLMAN'S GREEN RIVER ADDITION, DIVISION 1 AND ALONG SAID SOUTH BOUNDARY OF C. D. HILLMAN'S GREEN RIVER ADDITION, DIVISION 1, EXTENDED WESTERLY, TO THE WEST BANK OF THE GREEN RIVER: THENCE NORTHERLY ALONG SAID WEST BANK OF THE GREEN RIVER TO THE POINT OF BEGINNING.

SITUATE IN KING COUNTY, WASHINGTON.

2/22/00

D - 1



Proposed Annexation

City: Auburn

10879

Annexation: Southwest Lea Hill Proposed Annexation. Boundary Review Board File 2067. The area consists of 453 acres with an estimated population of 2500 residents. The assessed valuation is \$132,254,100.00. Status: Filed with BRB, December 1999.

| | Proposed Annexation |
|-------------------------|---------------------|
| | Incorporated Areas |
| | Parcels |
| $\overline{\mathbf{N}}$ | Major Roads |
| | Lakes and Rivers |

| 0.25 | 0 | 0.25 | Miles |
|------|---|------|-------|
| | | | |

2/22/00

AV: m:/susan/anxmaps.apr/Leahill

King County DOES Department of Development Geographic Information Syste This map is intended for planning purposes only and is not guaranteed to show accurate measurements. Map by: Susan Olsen, DDES-GIS