

September 13, 1994

Introduced by: JANE HAGUE

CLT:lm

Proposed No: 94 - 620

ORDINANCE NO. **11590**

AN ORDINANCE authorizing the sale of a portion of the Houghton Landfill site in Council District 11 to the City of Kirkland.

STATEMENT OF FACTS:

1. The city of Kirkland is interested in purchasing a parcel of fee property which is a portion of the Houghton Landfill site, located in council district 11, for the construction of low income housing.

2. The subject property is deemed surplus and no longer necessary for the current or foreseeable needs of the solid waste division or other county departments.

3. The city of Kirkland has agreed to the terms and conditions of the proposed deed and agreement and will pay \$20,000 for the property. The sale proceeds will be deposited in the Environmental Reserve Fund #3831.

4. The deed has been reviewed and approved by the solid waste division, the office of risk management and the prosecuting attorney's office.

5. K.C.C. 4.56.140 provides for King County to dispose of county property to another governmental agency by negotiation, upon such terms as may be agreed upon and for such consideration as may be deemed by King County to be adequate.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized to execute a deed and agreement, substantially in the form attached, to convey the following described property, located in council district 11, to the city of Kirkland for the construction of low income housing:

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Lots 1, 2, 13, & 14, Block 40, Cormode & Adsit's First Addition to Kirkland as recorded in Volume 6 of Plats, page 44, records of King County, Washington.

INTRODUCED AND READ for the first time this 10th day of October, 1994.

PASSED by a vote of 13 to 0 this 12th day of December, 1994.

KING COUNTY, COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 22nd day of December, 1994.

Janey Lohr
King County Executive

Attachments:

A. Deed and Agreement Relating to the Sale of a Portion of Houghton Landfill

DEED AND AGREEMENT RELATING TO THE SALE OF A PORTION OF
HOUGHTON LANDFILL

THIS DEED AND AGREEMENT (the "Agreement") is made this ____ day of _____, 199____, by and between KING COUNTY, a political subdivision of the State of Washington, hereinafter called the "County", and the CITY OF KIRKLAND, a municipal corporation of the State of Washington, hereinafter called the "City".

RECITALS

WHEREAS:

The County is the present owner of real property described below, hereinafter called the "Land":

Lots 1, 2, 13 and 14, Block 40, Cormode and Adsit's First Addition to Kirkland, as recorded in Volume 6 of Plats, Page 44, Records of King County, Washington.

The City recognizes and acknowledges that the Land was part of a landfill site and is adjacent to an active transfer station.

The County is willing to grant and convey the Land to the City on the terms and conditions hereinafter set forth.

The City is willing to purchase the Land and accept this instrument of conveyance.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the days and year first above written.

GRANTEE: CITY OF KIRKLAND

GRANTOR: KING COUNTY

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Date: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

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 acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he was so authorized to sign.

GIVEN under my hand and official seal this _____ day of _____, 199_____.

NOTARY PUBLIC in and for the
State of Washington, residing at: _____
My commission expires: _____

The City further agrees to indemnify, hold harmless, release and forever discharge the County, its officers, agents, employees, successors and assigns from any and all claims, demands, damages, losses, bodily injuries, personal injuries, property damage, expenses and causes of action, including but not limited to attorneys' fees and costs of arbitration, trial, or appeal, arising out of any act or occurrence in the past, present or future arising from County's ownership and operation of the Houghton Transfer Station, including but not limited to: any visual obstructions, intrusion of odors, fumes, dust, vibration, noise, birds, vehicular traffic or like intrusions as may result from, or be related to, the County's lawful operation, use, repair, replacement, maintenance, modification, reconstruction and expansion of the Houghton Transfer Station, which is located to the west of the Land.

Value of the Land. In executing this deed, the City acknowledges the projected increases in transfer station activity resulting from potential population growth and increases in economic activity and agrees that any resulting increases in impacts on the City or the Land shall not constitute a basis for additional claims of diminution of the property value of the land.

The City further acknowledges that it has purchased its interest in the Land at a price lower than would have been available in the absence of the Houghton Landfill and Houghton Transfer Station. The City warrants that it has been advised of the existence of the Houghton Landfill and Houghton Transfer Station and that this deed settles all claims, including but not limited to claims for diminution of value related to the Houghton Landfill and Transfer Station.

Agreement to Run with the Land. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, their respective successors in interest, assigns, heirs, personal representatives, guardians, directors, agents, and insurers, and upon any and all purchasers of any interest in the Land, and including any homeowners' association that may have the authority to enforce covenants, restrictions or other requirements upon future individual lot owners of the Land. The benefits and burdens upon the Land

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