

January 4, 1996  
420V2 CVG

Introduced By:

BRIAN DERDOWSKI  
ROB MCKENNA  
JANE HAGUE

Proposed No.:

96-069

ORDINANCE NO. **12139**

AN ORDINANCE authorizing the conveyance of certain parks, recreation and open space properties to the City of Bellevue and authorizing the Executive to enter into two agreements with the City of Bellevue relating to parks and recreation services.

PREAMBLE

1. The City of Bellevue (the City) desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and properties inside its boundaries.
2. King 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 as directed by Motion 8056.
3. The King County executive has determined that, because of the agreement of the City to operate and maintain the properties in perpetuity as public park, recreation facility and open space, the properties and property improvements are surplus to the foreseeable needs of the county and should be conveyed to the City subject to the terms and conditions of the interlocal agreement authorized herein.
4. In consideration of the mutual benefits to be derived, it would be in the best interests of the citizens of King County to convey the real property and property improvements described herein to the City.
5. The City and the County are also mutually desirous of cooperating to ensure a regional warm water pool facility is provided to residents of unincorporated King County, the City of Bellevue and surrounding communities.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive, on behalf of the citizens of King County, is hereby authorized to execute deeds of conveyance in favor of the City of Bellevue for the real property and real property improvements listed on the attached agreement and to execute, substantially in the forms attached, an interlocal agreement and

1 a joint cooperative agreement with the City of Bellevue relating to the ownership, funding,  
2 operation and maintenance of parks, open space, recreation facilities and programs.

3 INTRODUCED AND READ for the first time this 8<sup>th</sup> day of

4 January, 1996

5 PASSED by a vote of 10 to 0 this 29<sup>th</sup> day of January,

6 1996

7 KING COUNTY COUNCIL  
8 KING COUNTY, WASHINGTON

9 Jane Hague  
10 Chair

11 ATTEST:

12 Gerald A. Peltier  
13 Clerk of the Council

14 APPROVED this 7<sup>th</sup> day of February, 1996

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20 Randy Lode  
21 King County Executive

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24  
25 Attachments: Interlocal Agreement and Joint Cooperative Agreement

**Joint Cooperation Agreement**  
**Between King County and the City of Bellevue**  
Relating to the Funding of Certain Park Development Property;  
The Bellevue Regional Warm Water/Therapeutic Pool

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Bellevue, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

**I. PREAMBLE**

King County, in Ordinance 10641, provided funds for the development of the Bellevue Warm Water/Therapeutic Pool, herein after referred to as the "Project". King County and the City of Bellevue are mutually desirous of cooperating to ensure the Project proceeds in a timely fashion. The Project will provide important benefits to the residents of the City of Bellevue and to residents of the surrounding cities and communities of unincorporated King County. The City has committed \$1,700,000 in matching funds. This agreement is made pursuant to RCW 39.34, the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City as follows:

**II. COUNTY RESPONSIBILITIES**

1. King County agrees to convey to the City the amounts listed below, on or before the dates listed below, to be used exclusively for the construction of the Bellevue Regional Warm Water Pool ("Pool"):

By January 31, 1996, the County shall pay the City \$300,000

By January 31, 1997, the County shall pay the City \$300,000

By January 31, 1998, the County shall pay the City \$300,000

By January 31, 1999, the County shall pay the City \$300,000

for a total payment of \$1,200,000 over the years 1996-1999.

2. The parties acknowledge that the available funds may not be sufficient to complete the full scope of the design envisioned for the Project. No additional funds are committed to the Project in the King County Adopted 1996 Budget and the parties acknowledge that the \$1,200,000 constitutes the entire and complete amount of County funds which will be available for the Project in the King County Adopted 1996 Budget.

**III. CITY RESPONSIBILITIES**

1. Upon the execution of this agreement by both parties, the City agrees to proceed with the development of the property known as the Bellevue Regional Warm Water/Therapeutic Pool as a public recreation facility.
2. The City will contribute a minimum of \$1,700,000 toward the development of the Pool.
3. The parties acknowledge that the City will assume complete responsibility for operations, maintenance, repairs and improvements of the Pool, and for administration of the Project. These responsibilities include, but are not limited to hiring and control of personnel, contracting for design, engineering or construction services, standards of personnel, payroll, and ordering of and payment for supplies and equipment.
4. The City agrees to provide operation, maintenance, repairs and improvements to the Pool for the life of the Pool, in exchange for the funds received under this agreement, the amortization of which are detailed in Attachment "A" hereto.

**IV. USE OF FUNDS**

1. The City agrees to use the funds transferred by the County for the Project, and for no other purpose. Such use may include design, project management, project administration and construction purposes.
2. The City agrees to refund in full any King County funds transferred for the Project and used for purposes not authorized by this agreement plus interest at market rates.
3. The City agrees, as conditions of receipt of these public funds, to operate and maintain the Center property and site in perpetuity as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational 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. In the event the City violates any one of these conditions, the City agrees to refund in full any King County funds transferred for the Project plus interest at market rates.

**V. DURATION**

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

**VI. INDEMNIFICATION**

1. 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 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 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 judgment 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.

2. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing obligations pursuant to this Agreement, and for those claims that occurred prior to the effective date of transfer of title of the identified properties and improvements to the City.

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

**VII. 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.

**VIII. 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.

**IX. DEFAULT.**

1. In the event the City violates any of the conditions of this Agreement, the County shall be entitled to specific performance of the Agreement. Time is of the essence of this agreement.
2. In the event the County violates any of the conditions of this Agreement, the City shall be entitled to specific performance of the Agreement.
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.

**X. 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.

**XI. RELATIONSHIP OF THE PARTIES**

1. The intent of the parties is that the City shall serve as manager and administrator for the development of the Project, described above. The County will provide limited funds only, as described in Section II above, to assist in the development of the Project.
2. The City shall be responsible for following all applicable Federal, State and local laws in the administration of this project, and assures their procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or construction process. The City further assures procedural consistency with King County Women and Minority Business Enterprise rules, and Affirmative Action, non-discrimination and fair employment rules, regulations and ordinances.

Bellevue Cooperative Agreement: Bellevue Regional Warm Water/Therapeutic Pool

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IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Issaquah

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form

\_\_\_\_\_  
Approved as to Form

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT "A"  
Bellevue Warm Water Therapeutic Pool  
Joint Cooperative Agreement

12139

King County Contribution: \$ 1,200,000

Value of Bellevue Services to King county Residents:

Projected Annual Attendance: 105,900  
Projected Unincorporated Citizens: 74,130 (70%)

Projected Annual Cost of Pool O&M: \$ 357,288  
Projected Annual Revenue: \$ 272,767  
Projected Net Cost of Pool operations: \$ 84,521  
to be paid by City of Bellevue

County Portion of Annual Cost \$ 59,165

Amortization of County Value: \$ 59,165 Year 1  
\$ 591,650 Year 10  
\$ 1,242,465 Year 21

County contribution fully amortized prior to year 21

NOTE: Excludes any typical ongoing capital cost assumptions, which will be paid by city.



NEWPORT HILLS PARK

Tract 303, C.D. Hillman's Lake Washington Garden of Eden Addition to Seattle, Division No. 3, as per plat recorded in Volume 11 of Plats, page 81, records of King County; EXCEPT that portion deeded to King County under Recording No. 7101290302. Situate in King County, Washington.

SUBJECT TO: Right to make necessary slopes for cuts or fills upon property herein described as granted in Deed recorded under Recording No. 7101290302.

**Interlocal Agreement Between  
King County and the City of Bellevue**

Relating to the Ownership, Funding,  
Operation and Maintenance of Bellevue "Odle" Pool, and Sunrise, Eastgate,  
Newport Hills and Weowna Parks

This Agreement is made and entered into this day by and between the City of Bellevue, hereinafter called "City", and King County, hereinafter called "County", as authorized by the Interlocal Cooperation Act, Revised Code of Washington (RCW) Chapter 39.34.

WHEREAS the City desires to own, operate, and maintain pools, 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 January 1, 1996, the County shall convey to the City by deeds all of its ownership interest in the following listed park, open space and recreation property improvements:  
Bellevue "Odle" Pool;  
Weowna Beach Park; and  
Newport Hills Park,  
all as more fully described in Attachments "A" and "B" hereto and by this reference made a part hereof.
- 1.2 Upon annexation by the City, the County shall convey to the City by deeds all of its ownership interest in the following listed park, open space and recreation property and improvements:  
Eastgate Park; and  
Sunrise Park,  
all as more fully described in Attachments "A" and "B" hereto and by this reference made a part hereof.

- 1.3 The deeds to said property and property improvements (the "facilities") shall contain all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants, and the following specific covenants pertaining to use:

"The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and 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, unless the City has imposed specifically dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by the City and non-City residents."

- 1.4 The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.
- 1.5 Upon the conveyance of titles as described in Sections 1.1 and 1.2 above, if possible, King County will assign its existing lease for the underlying real property upon which the facilities described above are built to the City.

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

- 2.1 On January 1, 1996, the City agrees to accept the facilities listed in section 1.1 above in as is condition, and to assume full and complete responsibility for operations, maintenance, repairs and improvements of the facilities 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. Until December 31, 1995, the County agrees to continue to operate, maintain and repair the facilities listed in section 1.1 above and to operate recreation programs in said facilities.

- 2.2 The County shall leave all existing furniture, equipment, and supplies needed to operate and maintain the Bellevue Pool. The County agrees to leave in place all furniture, lifeguard equipment, first aid supplies, specialty tools, operator manuals, as-built pool and remodel plans, computer equipment used for pool operation, software and software license agreements, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for pool maintenance. Equipment and supplies stored at the Bellevue Pool for use at other King County facilities will not be transferred to the City.
- 2.3 The County further agrees to provide copies of any agreements and/or contracts regarding facility use and scheduling, lists of organizations that use the facility, and any data bases on facility users.
- The City reserves the right to re-negotiate any existing agreements and/or contracts with facility users at time of transfer.
- 2.4 The City shall contribute \$287,000 (\$100,000 from the City of Bellevue and \$187,000 from the City's substitution of a Metro mitigation project) towards the repairs of Weowna Beach Park. The City further agrees to fund one-half of the costs of repair for any amount exceeding \$650,000 up to a maximum of \$1,200,000.
- 2.5 The County shall contribute \$360,000 toward the repair of Weowna Beach Park. The County further agrees to fund one-half of the cost of repairs for any amount exceeding \$650,000 up to a maximum of \$1,200,000.
- 2.6 The County will contribute a maximum of \$50,000 for necessary repairs at Eastgate and Sunrise Parks.
- 2.7 The City and County will negotiate a scope of work for all park repairs. The scope of work for repairs to Weowna Beach Park and Eastgate and Sunrise Parks must be jointly approved by the County and the City.

3. Interim Cost Sharing for Operation and Maintenance.

For an interim period of four years, the County will contribute to the operating of the pool facility listed in section 1.1, above. The County hereby agrees to convey to the City the amounts listed below, on or before the dates listed

below, to be used for the operations and maintenance of the pool facility listed in section 1.1 above:

By the first working day in January 1996, and for three consecutive years thereafter, the County shall pay the City \$139,500 for a total payment for operations and maintenance of \$558,000 over the years 1996 - 1999.

4. 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.

5. Indemnification and Hold Harmless.

5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing obligations pursuant to this Agreement, and for those claims that occurred prior to the effective date of transfer of title of the identified properties and improvements to the City.

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

5.2 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement and from claims that occurred beginning on the effective date of transfer of the identified properties and improvements to the City.

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

5.3 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the sites identified in Attachments A-D.

5.4 The City's and County's indemnification set forth in this section shall survive termination of this Agreement.

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.

9.4 Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement, or law that either party may have in the event that the obligations, terms and conditions set forth in this agreement are breached by the other party.

10. Entire Agreement and Modifications. This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. Any oral or written representations or understandings not incorporated herein are excluded. This Agreement 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Bellevue

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



ATTACHMENT "A"

FACILITY

LOCATION

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Bellevue "Ode" Pool  
Weowna Beach Park  
Newport Hills Park  
Eastgate Park  
Sunrise Park

601 143rd Avenue NE  
168th SE, N of SE 24th, Bellevue  
SE 60th & 120th SE, Bellevue  
Newport Way & 145th SE, Bellevue  
W. Lake Sammamish Blvd. SE & 174th SE,  
Issaquah

**12139**

**ATTACHMENT "B"  
LEGAL DESCRIPTIONS**

ATTACHMENT "B"  
Legal Descriptions  
King County and City of Bellevue  
Interlocal Agreement for Transfer of Parks, Open Space  
and Recreation Properties and Property Improvements

1. Odle Pool

As described in the attached Lease Agreement between King County and Bellevue  
School District No. 405

2. Weona, Newport, Eastgate and Sunrise Parks

Legal Descriptions attached

54 N.E.  
NE 34-21-5  
Filed 11/12/95

Oodle Pool

A01056

LEASE AGREEMENT

12139

THIS LEASE made in quadruplicate this 22 day of April, 1970, by and between KING COUNTY, WASHINGTON, a legal subdivision of the State of Washington, and BELLEVUE SCHOOL DISTRICT No. 405, King County, Washington, a municipal corporation of the State of Washington:

WITNESSETH:

In consideration of the covenants and agreements of the Lessee hereinafter set forth, the School District does by these presents lease and demise unto King County that certain real estate described as follows:

These portions of Lots 38 & 39 in Upper and Renick's Kirkland Gardens Addition as recorded in Volume 8 of plats, page 10, Records of King County, Washington, described as follows:

Beginning at the N.E. corner of said Lot 39; thence N88°07'35"W along the Northerly line of said lot 161.44 feet to the N.W. corner thereof; thence S00°21'33"W along the Westerly line of said lot 328.68 feet to the S.W. corner thereof; thence S88°10'33"E along the Southerly line of said lot and its Easterly prolongation 161.49 feet; thence N00°21'33"E parallel with the Westerly line of said Lot 39 166.13 feet; thence S89°30'27"E 65.00 feet; thence N00°21'33"E 94.69 feet; thence N88°07'35"W 65.08 feet to a point that lies S00°21'33"W 66.00 feet from the point of beginning; thence N00°21'33"E 66.00 feet to the true point of beginning.

Containing an area of 1.360 acres more or less.

In addition to the property leased, the School District will provide all convenient and necessary easements for utilities, ingress and egress.

The term of such lease shall be for a period of forty (40) years from the date above written.

King County accepts the premises in the present condition and for the purpose of immediately constructing thereon a major indoor swimming pool.

King County shall be responsible for all charges for utilities or governmental charges that should be levied against the property and shall keep the property in good repair and insured against all damage and liability resulting from the use thereof.

King County shall at times when facilities on the leased premises are not to be used by King County permit the School District to use such facilities subject to a rental agreement between the two agencies.

Rec # 6653318

and [unclear]


12139

King County agrees to hold the School District harmless and to indemnify and defend the School District against any claim or liability for damage to any person or property and costs incident thereto arising with respect to the leased premises, except when such damage is a result of School District sponsored or controlled activities on the leased premises or where such damage is attributable to some act or omission of the School District.



The School District agrees to hold King County harmless and to indemnify and defend King County against any claims or liability for damage to any person or property and costs incident thereto caused by the negligence of the School District or as a result of School District sponsored or controlled activities on the leased premises, and where such damage is not attributable to some act or omission of King County.

This lease shall be reviewed after 3 years with the intent at this date that it be renewed for at least the life of the building on the premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first above written.

  
JOHN D. SPELTAIN  
COUNTY EXECUTIVE

BELLEVUE SCHOOL DISTRICT NO. 405  
KING COUNTY, WASHINGTON

  
D. A. SANDSTROM  
Vice-President  
  
ALICE A. KALK  
Secretary

STATE OF WASHINGTON )  
                                  \* ss.  
COUNTY OF KING        )

12139

On this 22 day of April, 1970, before me,  
the undersigned, a Notary Public in and for the State of Washington, duly  
commissioned and sworn, personally appeared DC Verloren  
and Alice A. Kach

to me known to be the individuals described in and who executed the fore-  
going instrument, and acknowledged to me that They signed and sealed  
this said instrument as their free and voluntary act and deed for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22 day of April,  
1970.

Francis E. Edwards  
NOTARY PUBLIC in and for the State of  
Washington, residing at Bellevue

APPROVED AS TO FORM AND  
LEGALITY APR 16 1970 DATE

William R. Paul Jr.  
DEPUTY PROSECUTING  
ATTORNEY FOR KING COUNTY  
WASHINGTON

**WEOWNA BEACH PARK**

The West 715 feet and water thereon of government lots 1, 2, 3, and 4, Section 1, Township 24 North, Range 5 East, W.M. and designated as Weowna Beach Park the recorded plat thereof, together with Lot 27, Plat of Weowna Beach, Unrecorded.

**NEWPORT HILLS PARK**

Tract 303 of C.D. Hillman's Lake Washington Garden of Eden Addition to Seattle, Division No. 3, as per plat recorded in Volume 11 of Plats, page 81, records of King County; EXCEPT that portion deeded to King County under Recording No. 7101290302, situate in the County of King, State of Washington.

**SUBJECT TO:** Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded under Recording No. 7101290302.

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EASTGATE PARK

That portion of the SE 1/4 of the NE 1/4 of Section 15, Township 24 North, Range 5 East, W.M., in King County, Washington, lying south of Newport Issaquah Road; EXCEPT that portion contained in the plat of Eastgate Addition, Division "F", according to plat recorded in Volume 58 of Plats, page 83, in King County, Washington; AND EXCEPT that portion of the NE 1/4 of of Section 15, Township 24 North, Range 5 East, W.M., described as follows: Beginning at the SE corner of said subdivision; thence N 89°20'48" W a distance of 627.88 feet along the Southerly limits of said subdivision to the true point of beginning; thence continuing North 89°20'48" West a distance of 187.00 feet; thence North 00°39'12" East a distance of 150.00 feet; thence North 45°39'12" East a distance of 150.00 feet; thence North 45°39'12" East a distance of 178.19 feet; thence South 89°20'48" East a distance of 61.00 feet; thence South 00°39'12" West a distance of 276.00 feet to the true point of beginning.

SUNRISE PARK

That portion of Government Lot 1 in Section 13, Township 24 North, Range 5 East, W.M., in King County, Washington, lying Southerly of West Lake Sammamish Boulevard and Easterly of a line described as follows: Beginning at a point on the South line of said subdivision from which the Southeast corner of said subdivision bears South 86°05'24" East a distance of 500 feet; thence North 01°31'03" East 325 feet; thence North 64°14'43" East 247.24 feet to the Southwesterly margin of West Lake Sammamish Boulevard and the terminus of said line; EXCEPT that portion thereof, which lies within the right of way for State Highway.

SUBJECT TO: Easements affecting portion of said premises as recorded under Auditor's Nos. 5634766 and 7111190604; relinquishment of right of access under terms of deed recorded under Auditor's No. 5903626 and 5903627; condemnation by the State of Washington by decree entered August 30, 1971, Case No. 736 790; right to make necessary slopes for cuts or fills upon said premises by deed under Auditor's No. 1961380 and 2044936.