

September 6, 1996

Introduced By:

Louise Miller

42112 CVG

Proposed No.:

96-776

ORDINANCE NO. **12589**

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AN ORDINANCE authorizing the conveyance of certain parks, recreation and open space property to the City of Woodinville and authorizing the Executive to enter into an agreement with the City of Woodinville relating to the ownership, funding, operation and maintenance of Waterford Park.

PREAMBLE:

- 1. The City of Woodinville (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, recreation facilities and programs inside the City boundaries as outlined in the King County Park, Recreation and Open Space Plan, adopted by Ordinance 12349.
- 3. The King County executive has determined that, because of the agreement of the City to operate and maintain the property in perpetuity for public park purposes, the property is 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 described herein to the City.

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 a deed of conveyance in favor of the City of Woodinville for the real property listed on the attached agreement and to execute, substantially in the form attached, an interlocal agreement with the City of Woodinville relating to the ownership, funding, operation and maintenance of the said park property, known as Waterford Park.

INTRODUCED AND READ for the first time this 30th day of September, 1996.

PASSED by a vote of 13 to 0 this 6th day of January, 1997.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

[Signature]
Chair

ATTEST:

[Signature]
Clerk of the Council

APPROVED this 16th day of January, 1997.

[Signature]
King County Executive

Attachment: Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN KING COUNTY
AND THE CITY OF WOODINVILLE**

Relating to the Ownership, Funding, Operation
and Maintenance of Waterford Park

THIS INTERLOCAL AGREEMENT is made and entered into this day by and between the CITY OF WOODINVILLE [hereinafter called "City"] and KING COUNTY [hereinafter called "County"] collectively referred to as the "parties", as authorized by the Interlocal Cooperation Act, Revised Code of Washington [RCW] Chapter 39.34.

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, recreation facilities and programs inside the City boundaries, and

WHEREAS, it is in the best interests 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 September 1, 1996, the County shall convey to the City by deeds all of its ownership interest in Waterford Park, as more fully described in Attachment "A" hereto and by this reference made a part thereof.

1.2 The deeds to said property and property improvements (the "facilities") shall contain all reservations of record known to the County, shall incorporate all 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, Per the Special Warranty Deed, and its Reversionary Clause." 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."

- 1.3 The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.
 - 1.4 Upon the conveyance of title as described in Section 1.1 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 **September 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 August 31, 1996**, 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 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.
3. 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.
4. Indemnification and Hold Harmless.
- 4.1 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 property 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.

- 4.2 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 property and improvements to the City.

In the event that any suit based upon such a claim, actions 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.

- 4.3 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 Waterford Park site.
- 4.4 The City's and County's indemnification set forth in this section shall survive termination of this Agreement.

5. 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.

6. 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.

7. 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.

8. Default.

8.1 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.

8.2 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.

8.3 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.

8.4 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.

9. 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 Agreement as though fully set forth herein.

10. Administration of Agreement

10.1 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.

10.2 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 Woodinville

King County Executive

Mayor

Date

Approved as to Form

Date

Deputy Prosecuting Attorney

Approved as to Form

Date

City Attorney

Date

12589

File No. 90-03-17
Waterford Place Park

FILED FOR RECORD AT THE REQUEST
OF; WHEN RECORDED RETURN TO:

90/03/29
KING COUNTY REAL PROPERTY DIVISION
500 K.C. ADMINISTRATION BLDG
500 FOURTH AVENUE
SEATTLE, WA. 98104

#0324 B
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[Handwritten Signature]

KING COUNTY
NO EXCISE TAX
MAR 28 1990
E1124634

SPECIAL WARRANTY DEED

The Grantor, Lincoln Waterford Place Limited Partnership, a Washington limited partnership, grants and conveys as a gift to the County of King, State of Washington, for public park purposes the following described real estate:

That portion of the Southwest quarter of the Southwest quarter of Section 10, and the Southeast quarter of Section 9, all in Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington described as follows:

Beginning at the Northwest corner of said Southwest quarter of the Southwest quarter; Thence S 01°34'02" W along the West line of said subdivision a distance of 24.21 feet to the South margin of 131st Ave. N.E. as established by King County Ordinance No. 7555 and the True Point of Beginning of the herein described parcel;

Thence Northwesterly along said South margin along the arc of a curve to the right, said curve having a radius of 642.00 feet, the center of which bears N 31°45'23" E through a central angle of 09°52'37" a distance of 109.67 feet;

Thence N 48°22'00" W continuing along said South margin a distance of 58.21 feet; Thence S 41°38'00" W a distance of 236.99 feet; Thence N 73°36'38" W a distance of 59.95 feet; Thence S 42°14'03" W a distance of 43.42 feet to the Northeasterly margin of a strip of land condemned by King County for Park under Superior Court Cause Number 741685 and a point on the arc of a curve, the center of which bears S 23°36'25" W;

Thence along said Northeasterly margin on the following courses and distances:

Southeasterly along the arc of a curve to the right, said curve having a radius of 287.30 feet, through a central angle of 57°33'25" a distance of 288.61 feet; Thence S 08°50'10" E a distance of 231.98 feet; Thence

9003290324

RECEIVED THIS DAY

MAR 29 9 42 AM '90

BY THE DIVISION OF
COUNTY RECORDS
KING COUNTY

S 88°50'42" E a distance of 10.16 feet to a point of curve;

Thence Southeasterly along the arc of a curve to the right, said curve having a radius of 359.90 feet, through a central angle of 38°21'14" a distance of 240.92 feet;

Thence N 01°30'27" E departing said Northeasterly margin a distance of 85.15 feet; Thence N 61°30'26" E a distance of 23.30 feet; Thence N 15°03'11" E a distance of 22.26 feet; Thence N 24°30'48" W a distance of 24.27 feet; Thence N 50°29'19" W a distance of 18.72 feet; Thence N 01°30'27" E a distance of 426.84 feet to said South margin of 131st Ave. N.E. and a point on the arc of a curve the center of which bears N 24°08'43" E;

Thence Northwesterly along said South margin along a curve to the right, said curve having a radius of 642.00 feet through a central angle of 07°36'40" a distance of 85.28 feet to the True Point of Beginning.

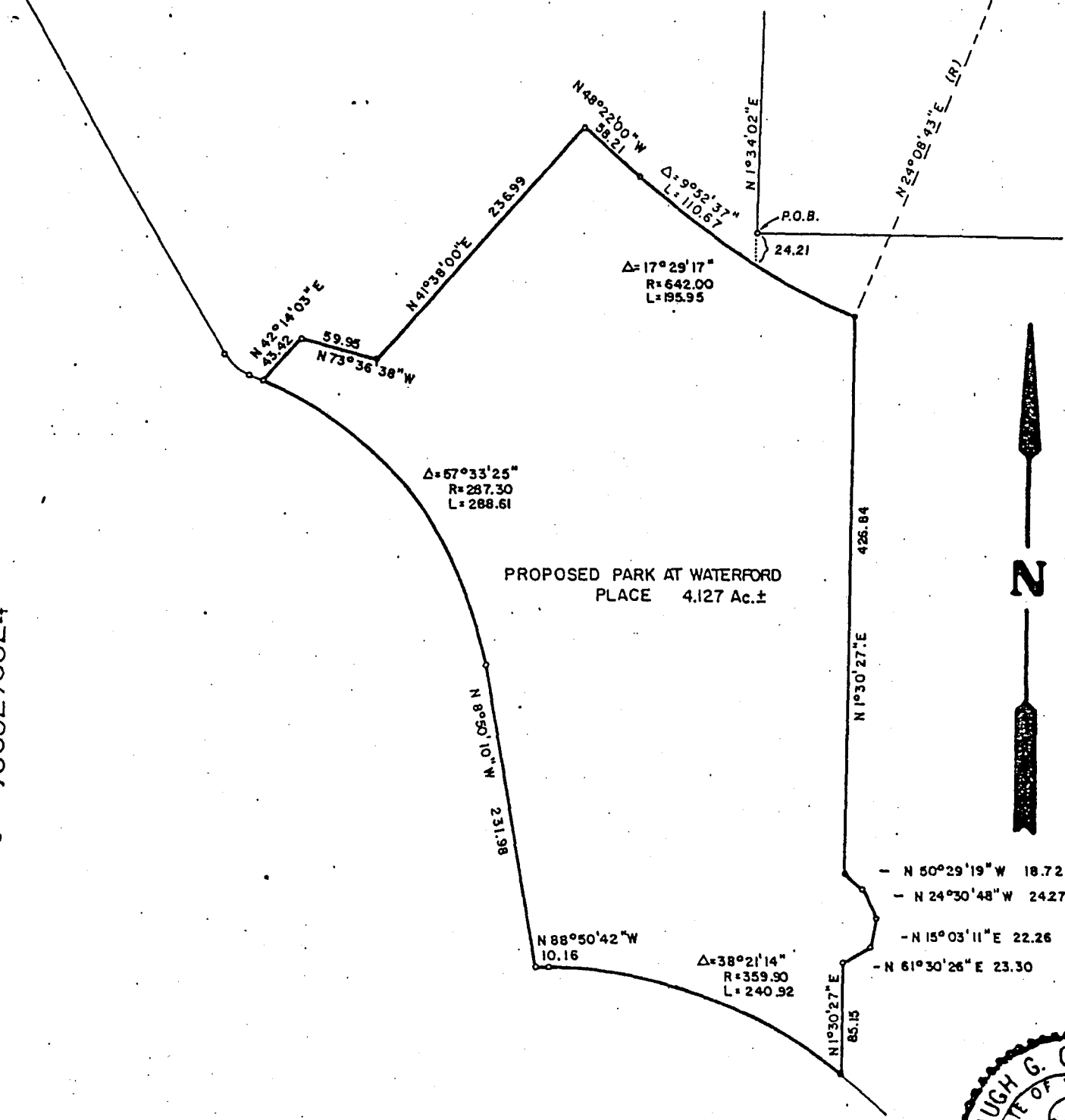
SUBJECT TO all easements, restrictions, encumbrances and reservations.

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Grantor reserves for itself and its successors assigns, a perpetual, nonexclusive easement over, under, across and upon the property herein conveyed for the purposes of ingress, egress, and the installation, construction, operation, maintenance, reconstruction, inspection, repair and replacement of storm and surface water drainage and control facilities by Grantor, its successors and assigns. Grantor further reserves a perpetual, nonexclusive easement over, under, across and upon the property herein conveyed for ingress, egress and the installation, construction, operation, maintenance, reconstruction, inspection, repair and replacement of utilities by any and all public and private purveyors of utility services, including but not limited to Woodinville Water District, Puget Sound Power and Light Company, and any other purveyors of utility services that provide or may provide utility services to the remainder of the property owned by Grantor, including but not limited to water, sanitary sewer, electricity, natural gas, telephone and cable television; provided, however, that any such installation, construction, operation, maintenance, reconstruction, inspection, repair or replacement of utilities shall be accomplished in such a manner that any disturbance or damage to the property herein conveyed shall be repaired and the property restored to as reasonably good a condition as existed immediately prior to the entry thereon by a utility purveyor.

Grantor reserves the right on behalf of itself and, without limitation, its grantees, successors, assigns, lessees, tenants, subtenants, guests, invitees, employees and agents, to enter upon and use the property herein conveyed for purposes of ingress,

YUUS27U324



HUGH G. GOLDSMITH & ASSOCIATES, INC.
 Consulting Engineers • Surveyors • Planners
 CONIFER BUILDING - SUITE 100
 Bellefield Office Park
 1450 114th Avenue S.E.
 Bellevue, Washington 98004 (206) 462-1080

SKETCH FOR		
PROPOSED PARK AT WATERFORD PLACE		
DATE: 5-8-89	DRAWN BY: K.MEEK	F. B. NO. 1809/56
SCALE: N.T.S.	CHECKED BY: J.R.	JOB NO. 87050