



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 27, 2001

Ordinance 14061

Proposed No. 2001-0083.1

Sponsors Fimia

1 AN ORDINANCE authorizing the conveyance of a real
2 property to the city of Kenmore and authorizing the
3 executive to enter into an interlocal agreement with the city
4 of Kenmore relating to the conveyance of the property.

5

6 **STATEMENT OF FACTS:**

7 1. The city of Kenmore (“the city”) incorporated and commenced operations on
8 August 31, 1998.

9 2. Prior to the city’s incorporation, King County had acquired parcel
10 #416410-0007 as described in Exhibit 1 of Attachment A to this
11 ordinance (“the parcel”) for the purpose of additional right-of-way for
12 road improvements.

13 3. The city has proposed road improvements on Bothell Way and 73rd
14 Way Northeast (“the project”) as part of the city's overall State Route
15 522 corridor improvements.

16 4. The city requests the county to transfer the parcel to the city to be
17 used as additional right-of-way for the project.

18 5. The King County executive has determined the property to be surplus
19 to the foreseeable needs of the county and should be conveyed to the city
20 subject to the terms and conditions of the interlocal agreement authorized
21 in this ordinance.

22 6. The county desires to divest itself of ownership and responsibility for
23 the parcel.

24 7. The county is willing to comply with the city's request for the transfer
25 of the parcel for the purpose of additional right-of-way for the project or
26 other street related purposes.

27 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

28 SECTION 1. The King County executive, on behalf of the citizens of King
29 County, is hereby authorized to execute deeds of conveyance in favor of the city of
30 Kenmore for the real property described on the attached agreement and to execute,

31 substantially in the form attached, an interlocal agreement with the city of Kenmore
32 relating to the ownership and purpose of the property.

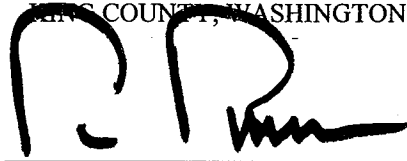
Ordinance 14061 was introduced on 2/5/01 and passed by the Metropolitan King County Council on 3/26/01, by the following vote:

Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons

No: 0

Excused: 1 - Mr. Nickels

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5 day of April, 2001.



Ron Sims, County Executive

Attachments A. Interlocal Agreement between King County and Kenmore Relating to the Transfer of a County-Owned Property

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND
THE CITY OF KENMORE RELATING TO THE TRANSFER OF
A COUNTY-OWNED PROPERTY**

This Agreement is made and entered into between the City of Kenmore, a municipal corporation of the State of Washington ("the City"), and King County, a political subdivision of the State of Washington ("King County" or "the County").

RECITALS

- A. The City incorporated and commenced operations on August 31, 1998.
- B. Prior to the City's incorporation, King County had acquired parcel #416410-0007 as described in Exhibit 1 ("the Parcel"), for the purpose of additional right-of-way for road improvement.
- C. The City has proposed a road improvement on Bothell Way and 73rd Way Northeast ("the Project") as part of the City's overall SR 522 corridor improvements.
- D. The City requests the County to transfer the Parcel to the City to be used as additional right-of-way for the Project.
- E. The Parcel is considered surplus to the needs of the County's Road Services Division, the custodial agency, and does not meet the County's affordable housing criteria.
- F. The Project will serve the interest of both the residents of the City and the residents of unincorporated King County.
- G. The County desires to divest itself of ownership and responsibility for the Parcel.
- H. The County is willing to comply with the City's request for the transfer of the Parcel for the purpose of additional right-of-way for the Project or other street related purposes.

AGREEMENT

NOW THEREFORE, pursuant to RCW 39.34, the Interlocal Cooperation Act, and in consideration of the terms and conditions contained herein, it is mutually agreed by the County and the City as follows:

1. COUNTY RESPONSIBILITIES

- 1.1 Within thirty (30) days of the execution of this Agreement by the parties, the County shall convey to the City by deed all of its ownership interest in the Parcel.

1.2 Upon the conveyance of the Parcel to the City, the County shall have no further responsibility for the Parcel.

2. CITY RESPONSIBILITIES

2.1 The City acknowledges that the County acquired the Parcel with the intention of using it as additional right-of-way for road improvement.

2.2 The City will accept the Parcel "as is" including, but not limited to, any defects in title, or the presence of any environmental contamination, underground storage tanks, or violation of any applicable laws or regulations. The County makes no warranty, express or implied, concerning the Parcel.

2.3 The City will use the Parcel only for additional right-of-way for the Project or other purposes related to the City's street system.

2.4 The City will reimburse the County the full market value of any portion of the Parcel that is used for purposes not authorized by this Agreement.

3. DURATION

This Agreement shall be effective upon execution by both parties, and shall continue in force unless it is terminated in writing by mutual agreement of both parties.

4. INDEMNIFICATION

Washington State law shall govern the respective liability between the parties to this Agreement for any loss due to property damage or personal injury arising out of the activities conducted pursuant to this Agreement.

5. WAIVER OR 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. This Agreement shall not be modified or amended except by an instrument, in writing, duly executed by the parties.

6. ENTIRE AGREEMENT

This Agreement is the complete expression of the terms hereof and any representations or understandings, whether oral or written, not incorporated herein are excluded.

7. INVALID PROVISION


If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date last written below.

KING COUNTY

CITY OF KENMORE

KING COUNTY EXECUTIVE



CITY MANAGER

DATE

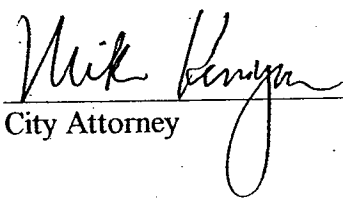
7/13/00

DATE

Approved as to Form

Approved as to Form

Deputy Prosecuting Attorney



City Attorney

Exhibit 1

The legal description of the Parcel referred to in this Agreement is described as follows:

That portion of Lot 1, Block 1, Lakewood Villa Tracts, as recorded in Volume 29 of Plats, page 32, records of King County, Washington, lying Easterly of relocated 73rd Ave. N.E., together with portion of vacated street adjacent.

LESS the southerly 15 feet for right of way purposes. ALSO, LESS that portion of the above described property lying southwesterly of an arc of a circle having a radius of 25 feet for right of way purposes. Said circle being tangent to the easterly margin of 73rd Ave. N.E. and tangent to the new south property line of the above described property. Both rights of way converted by Warranty Deed, recorded April 17, 1997, under Recording No. 9704171556.