



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 17, 2001

Ordinance 14086

Proposed No. 2001-0152.2

Sponsors Phillips

1 AN ORDINANCE authorizing the conveyance of certain
2 parks property to the city of SeaTac and authorizing the
3 executive to enter into an interlocal agreement relating to the
4 transfer of certain park property to the city of SeaTac.

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STATEMENT OF FACTS

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1. The county desires to divest itself of ownership, management and
9 financial responsibility for nonregional parks, open space, recreational
10 facilities and programs inside the city boundaries.

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2. Not all local park properties located within the city boundaries were
12 transferred via the original agreement entered into by the county and city
13 on January 15, 1991, as authorized by King County Ordinance 9746.

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3. The city desires to own, operate and maintain parks, open space,
15 recreation facilities and programs and other municipal programs,

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facilities and property inside its boundaries.

17 4. In consideration of the mutual benefits to be derived, it would be in
18 the best interests of the citizens of King County to convey the real
19 property described in the attached interlocal agreement.

20 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

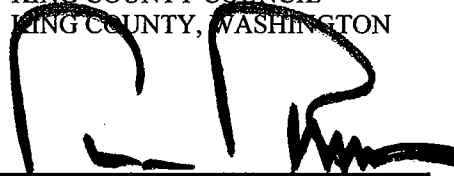
21 SECTION 1. The county executive is hereby authorized to execute the necessary
22 documents to convey real property listed in the attached agreement to the city of SeaTac
23 and to execute, substantially in the form attached, an interlocal agreement with the city of

24 SeaTac relating to the ownership, funding, operation and maintenance of parks and open
25 space. The executive shall convene a discussion of financial issues pertaining to park and
26 recreation programs with the City of SeaTac by June 1, 2001. The discussion should
27 include representatives from the City of SeaTac and surrounding communities.
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Ordinance 14086 was introduced on 3/5/01 and passed by the Metropolitan King County Council on 4/16/01, by the following vote:

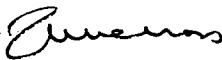
Yes: 12 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.
Hague and Mr. Thomas
No: 0
Excused: 1 - Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



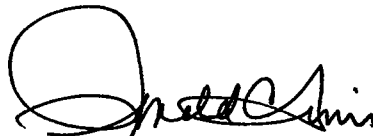
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 26 day of April, 2001.



Ron Sims, County Executive

Attachments A. Intergovernmental Land Transfer Agreement between King County and the City of Seatac

**Intergovernmental Land Transfer Agreement Between
King County and the City of SEATAC**

Relating to the Ownership, Operation and Maintenance of Parks,
Open Space, Recreation Facilities and Programs

This Agreement is made and entered into this day by and between the City of SeaTac, hereinafter called "City", and King County, hereinafter called "County".

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, recreational facilities and programs inside the City boundaries; and

WHEREAS certain properties located within the City boundaries were not transferred via the original agreement entered into by the County and the City on January 15, 1991 as authorized by Ordinance No. 9746; and

WHEREAS the National Park Service approved the transfer of Grandview Park from the County to the City for continued public park and recreation use on March 4, 1994; 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. Within thirty (30) days of execution of this Agreement, King County shall convey to the City by deeds all its ownership interest, and when possible by assignment any leasehold interest or shared use responsibility, in the following listed park/recreation sites (as described more fully in Exhibits A and B by this reference made a part hereof):

Grandview Park

Sunset Park

That portion of Des Moines Creek Park lying within the City boundaries

- 1.2. All deeds to said properties and property improvements ("the facilities") shall include all reservations of record known to the County, shall incorporate all Forward Thrust Bond covenants if applicable, and IAC (Interagency Committee for Outdoor Recreation) covenants if applicable.

1.3. With regard to the Grandview Park property, the City also agrees to abide by all terms and conditions, including continuous use of the property for public park and public recreational area purposes, of the Quit Claim Deed and Agreement between the United States of America (grantor) and King County (grantee) as dated July 27, 1965, and recorded under Auditor's File No. 6079145, in Volume 4835 of Deeds, page 63, records of King County, Washington. A copy of this Quit Claim Deed is included in Exhibit B of this Agreement and by this reference is made a part hereof.

1.4. Except as noted in section 1.3, pertaining only to the Grandview Park property, the deeds shall contain the following specific covenants pertaining to use:

“The City covenants to operate and maintain the property in perpetuity as a public park, public recreational facility, and/or public open space, except that the City may trade the property or part of the property for public park, public recreational property, and/or public open space of equal or greater value. The City further covenants that it will not in any way limit or restrict access to and use of the property by non-City residents. The City also covenants that any and all user fees, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.”

1.5. The City hereby agrees to abide by and enforce all terms, conditions, reservations, restrictions and covenants of title.

1.6 Any King County artwork currently located at any of the sites referenced in Section 1.1 above shall remain on site, and shall remain the sole property of King County. This Intergovernmental Agreement shall not be construed as conveying ownership of such artwork to the City. The City and the County hereby agree at a later date to negotiate a separate long-term agreement for any such artwork, which fully protects and preserves the artwork, respects the legal rights of the artist(s) and assures continuity of care for and continued public access to these assets. Prior to the execution of such future agreement, the City shall consult with the County prior to undertaking any activity which may impact access to and/or affect any such artwork.

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

2.1. As further consideration to the County, upon conveyance, the City agrees to accept the properties listed in Section 1.1 above in as is condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and recreation services at said properties.

3. Indemnification

3.1. As permitted under Washington law, the County and City shall indemnify, defend, and hold the other harmless to the full extent of the indemnitor's negligence arising from the performance of this agreement.

4. Audits and Inspections

4.1. Until December 31, 2008, any of either party's records related to any matters covered by this Intergovernmental Agreement shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

5. Waiver and Amendments

5.1. 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 by the parties hereto.

6. Entire Agreement and Modifications

6.1. This Intergovernmental Agreement and its Exhibits 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of SeaTac

King County Executive

City Manager

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

EXHIBIT A
King County Parks Transferring to the City of SeaTac

Grandview Park

Soccer fields, play
equipment, restroom

Sunset Park

Ballfields, soccer field, tennis
courts, restroom

Des Moines Creek Park (lying within the City of SeaTac)

Open space, trails

EXHIBIT B
LEGAL DESCRIPTION

GRANDVIEW PARK

PARCEL 1

A parcel of land in the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington, described as follows:

Beginning at the NW corner of the West 1/2 of the NE 1/4 of the NW 1/4; thence Easterly in the North line thereof 663.60 feet to the NE corner of said West 1/2; thence Southerly along the East line thereof to the NW corner of the West 275 feet of the SE 1/4 of the NE 1/4 of the NW 1/4 of said Section 15; thence Easterly in the North line thereof 275 feet; thence Southerly to the SE corner of said West 275 feet of the SE 1/4 of the NE 1/4 of the NW 1/4; thence Westerly along the South line thereof to a point which is 879.74 feet East of the SW corner of the NE 1/4 of the NW 1/4; thence S. 40°21' W. 203.85 feet; thence S. 0°57' E. 93.0 feet; thence S. 75°00' W. 167.4 feet; thence S. 20°00' E. 32.72 feet; thence S. 88°28' W. to the West line of the SE 1/4 of the NW 1/4 of said Section 15; thence Southerly along said West line 294 feet; thence Westerly 190 feet along the South line of the North 57 feet of the South 758 feet of the SW 1/4 of the NW 1/4 of said Section 15; thence Northerly 57 feet in a line parallel with the East line of said SW 1/4 of the NW 1/4; thence Westerly 20 feet in a line parallel with the North line of said SW 1/4 of the NW 1/4; thence Northerly 171 feet in a line parallel with the East line of said SW 1/4 of the NW 1/4; thence Westerly 20 feet in a line parallel with the North line of said SW 1/4 of the NW 1/4; thence Northerly 171 feet in a line parallel with the East line of said SW 1/4 of the NW 1/4; thence Westerly 71 feet in a line parallel with the North line of said SW 1/4 of the NW 1/4; thence Northerly 220 feet to a point in the North line of the SW 1/4 of the NW 1/4 of said Section 15, 301 feet Westerly of the NE corner thereof; thence Westerly in said North line 66 feet; thence Northwesterly 230 feet, more or less, to the South line of the North 1090 feet of the NW 1/4 of the NW 1/4 of said Section 15 at a point 373 feet West of the East line of said NW 1/4 of the NW 1/4; thence Westerly in said South line 15.29 feet; thence Northerly to a point in the South line of the North 987 feet of said NW 1/4 of the NW 1/4, 391.00 feet West of the East line thereof; thence Westerly in said South line 44 feet; thence Northerly 176.56 feet to a point which is 60 feet South and 433.60 feet West of the intersection of the East line of said NW 1/4 of the NW 1/4 and the South line of the North 751 feet thereof; thence Westerly 63.28 feet in a line parallel with the South line of said North 751 feet of said NW 1/4 of the NW 1/4; thence Northerly to a point in the South line of the North 438 feet of said NW 1/4 of the NW 1/4, which is 505 feet Westerly of the East line of the said NW 1/4 of the NW 1/4; thence Easterly in said South line 13.73 feet; thence Northerly to a point in the South line of the North 339 feet of said NW 1/4 of the NW 1/4 which is 493.56

feet Westerly of the East line of the said NW 1/4 of the NW 1/4; thence Westerly in said South line 185 feet; thence Northerly to a point in the South line of the North 240 feet of said NW 1/4 of the NW 1/4 which is 682 feet Westerly of the East line of the said NW 1/4 of the NW 1/4; thence Westerly in said South line to a point in the centerline of Old Military Road; thence Northerly in said centerline to a point in the North line of the South 60 feet of said North 240 feet of the NW 1/4 of the NW 1/4; thence Easterly in said North line to a point in the West line of the East 113 feet of said NW 1/4 of the NW 1/4; thence Southerly in said West line to a point in the said South line of the North 240 feet of said NW 1/4 of the NW 1/4; thence Easterly in said South line 113 feet to the East line of said NW 1/4 of the NW 1/4; thence Northerly 240 feet in said East line to the point of beginning.

EXCEPT the following described parcels thereof conveyed to Kent School District No. 415 by the United States of America by Quit Claim Deed dated February 1, 1965, described as:

The West 120 feet of the North 648.09 feet of the West 1/2 of the NE 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington; and

The South 60 feet, except the East 113 feet thereof, of that portion of the North 240 feet of the NW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington, lying Easterly of the centerline of the Old Military Road, LESS Roads; and

That portion of the South 99 feet of the North 339 feet of the NW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 497.00 feet West of the NE corner and running thence Southeasterly to the South line thereof at a point which is 493.56 feet West of the SE corner; and

That portion of the South 99 feet of the North 438 feet of the NW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 493.56 feet West of the NE corner and running thence Southeasterly to the South line thereof at a point which is 491.27 feet West of the SE corner; and

That portion of the South 1.00 acre of the North 480 feet of the NW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 505.00 feet West of the NE corner and running thence Southeasterly to the South line thereof at a point which is 503.79 feet West of the SE corner; and

That portion of the South 65 feet of the North 545 feet of the NW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 503.79 feet West of the NE corner and running thence Southeasterly to the South line thereof at a point which is 502.12 feet West of the SE corner; and

That portion of the South 103 feet of the North 648 feet of the NW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as that part lying Easterly of a line beginning at a point in the North line thereof which is 502.12 feet West of the NE corner and running thence Southeasterly to the South line thereof at a point which is 499.50 feet West of the SE corner; and

That portion of the South 99 feet of the North 339 feet of the NW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., King County, Washington, lying Easterly of the centerline of Old Military Road, said parcel being described as the Westerly 185.00 feet of that part lying Easterly of a line beginning at a point in the North line thereof which is 682.00 feet West of the NE corner and running thence Southeasterly to the South line thereof at a point which is 678.56 feet West of the SE corner.

TOGETHER WITH all right, title and interest the United States of America may have in the banks, beds and waters of any streams or lakes opposite to or bordering upon said lands, and in any alleys, roads, streets, ways, strips, gores, railroad rights of way and irrigation ditch or canal rights of way crossing, abutting or adjoining said lands, and in any means of ingress or egress appurtenant to said lands.

TOGETHER WITH the right of joint use of existing roads over a parcel of land described in Quit Claim Deed dated February 1, 1965, from United States of America to Kent School District No. 415.

TOGETHER WITH Government-owned improvements located thereon.

SUBJECT TO: Reservations in the United States Patent and to existing easements for public streets, alleys, roads and highways, public utilities, railroads and

pipelines. Reservation of roadway easement over that portion of parcel adjoining Old Logging Road contained in Deed dated January 23, 1951, executed by the Midway Corporation, a Washington corporation, to Edgar Allen, a single man, recorded January 26, 1951, under Auditor's File No. 4103463, records of King County, Washington. Easement for electric transmission line granted by instrument dated January 27, 1955, executed by Midway Corporation, a Washington corporation, to Puget Sound Power and Light Company, a Massachusetts corporation, recorded January 31, 1955, under Auditor's file No. 4534889, records of King County, Washington. Easement No. DA(s) 45-108-eng-771, dated June 4, 1962, from Department of the Army to the State of Washington, State Highway Commission for a buried drainage pipeline across the access road. All easements, liens, reservations, exceptions or interests of record or now existing on the premises above described.

ALSO, SUBJECT TO: Those certain terms and conditions as contained in the Quit Claim Deed and Agreement between the Grantor (United States of America) and the Grantee (King County) as dated July 27, 1965, and recorded under Auditor's File No. 6079145, in Volume 4835 of Deeds, page 63, records of King County, Washington, and therein included as Attachment A.

PARCEL 2

The North 30 feet of the following described property: That part of the North 220 feet of the SW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., lying East of the centerline of Military Road, in King County, Washington.

SUBJECT TO: Easement for electrical power line granted to Puget Sound Power & Light Company as recorded under Recording No. 8804110198.

PARCEL 3

The South 30 feet of portion of the NW 1/4 of the NW 1/4 of Section 15, Township 22 North, Range 4 East, W.M., in King County, Washington; lying East of Military Road, LESS portion Easterly of a line running from point 373 feet West of the NE corner of said NW 1/4 of the NW 1/4 of said Section 15.

SUNSET PARK

The West 1/2 of the NW 1/4 of the SW 1/4 of Section 16, Township 23 North, Range 4 East, W.M., in King County, Washington, LESS County Roads, LESS that portion of the West 1/2 of the NW 1/4 of the SW 1/4 of said Section 16, described as follows: Beginning at a point on the West margin of 18th Ave. So. at its intersection with the South line of the North 245 feet of said West 1/2; thence N. 89°52'59" W. parallel with the North line of said West 1/2 to the West line of the East 160 feet of said West 1/2; thence S. 1°22'12" W. parallel with said 18th Ave. So., 330 feet; thence S. 42°12'12" W. 139 feet; thence S. 1°22'12" W. 130 feet; thence N. 88°37'48" W. 93 feet; thence S. 1°22'12" W. 125 feet; thence S. 88°37'48" E. 46.5 feet; thence S. 1°22'12" W. 171.29 feet; thence S. 88°37'48" E. 267.31 feet to a point on the Westerly margin of 18th Ave. So.; thence N. 1°22'12" E. along said Westerly margin 866 feet to the point of beginning.

SUBJECT TO: Easement in favor of Puget Sound Power & Light Co., dated February 29, 1928, filed for record March 15, 1928, in Volume 12 of Deeds, Page 144, records of King County, Washington. Reservation contained in Deed from Grantor (Henry B. & Myrtle Duncanson) dated January 23, 1930, as recorded under Auditor's File No. 2583283, for general mineral and oil rights but the reservation of said general mineral and oil rights shall not prevent said Grantee (King County) from taking gravel from said premises for use in improving the public highways and land now and heretofore conveyed to King County for public highways.

DES MOINES CREEK PARK

PARCEL 1

West 3/4 of the NE 1/4 of the SW 1/4 of Section 4, Township 22 North, Range 4 East, W.M.; TOGETHER WITH East 1/2 of the West 1/2 of the SW 1/4 of said Section 4; EXCEPT North 1/4 thereof; LESS County Roads AND LESS State Highway. (Tax Account No. 042204-9031)

PARCEL 2

Lot 9, Mayvale Addition No. 2, as per plat recorded in Volume 77 of Plats, page 19, records of King County, Washington; EXCEPT the Easterly 70 feet thereof as measured at right angles to the Easterly line of said Lot 9. (Tax Account No. 525110-0095)

PARCEL 3

The following described portions of the SE 1/4 of the SW 1/4 of Section 4, Township 22 North, Range 4 East, W.M., in King County, Washington: North 1/2 of North 1/2 of NW 1/4 of said Section 4; LESS The East 20 feet (AKA Lot 16); TOGETHER WITH West 494.41 feet of the South 1/2 of the North 1/2 of NW 1/4 of said Section 4 (AKA West portion of Lot 15); TOGETHER WITH West 390 feet of the North 1/2 of the South 1/2 of NW 1/4 of said Section 4 (AKA West portion Lot 14); TOGETHER WITH West 395 feet of South 1/2 of South 1/2 of NW 1/4 of said Section 4 (AKA West portion of Lot 13); TOGETHER WITH West 220 feet of North 1/2 of North 1/2 of SW 1/4 of said Section 4 (AKA West portion of Lot 12); TOGETHER WITH South 1/2 of North 1/2 of SW 1/4 of said Section 4; LESS South 62 feet thereof; AND South 62 feet of portion of South 1/2 of North 1/2 of SW 1/4 of said Section 4, lying West of West line of East 545.01 feet thereof (AKA West portion of Lot 11); TOGETHER WITH West 220 feet of North 1/2 of South 1/2 of SW 1/4 of said Section 4. Portion of Lots 10 - 16, Parkhurst, an unrecorded plat. (Tax Account No. 666300-0101)