



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 17, 2001

Ordinance 14168

Proposed No. 2001-0352.1

Sponsors Fimia, Nickels and Pelz

1 AN ORDINANCE authorizing the conveyance of two
2 county-owned properties to the city of Burien and
3 authorizing the executive to enter into an interlocal
4 agreement with the city of Burien relating to the
5 conveyance of such properties.

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8 **STATEMENT OF FACTS:**

- 9 1. The city of Burien incorporated and commenced operations on
10 February 28, 1993.
- 11 2. Before the city's incorporation, King County had acquired parcels
12 #192304-9134 and 302304-9118 as described in Attachment A to this
13 ordinance ("the parcels"), for the purpose of additional right-of-way for
14 road improvements.
- 15 3. The city requests the county transfer the parcels to the city to be used
16 as additional right-of-way for future road improvements or other street
17 related purposes.

18 4. The King County executive has determined the parcels to be surplus to
19 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 5. The county desires to divest itself of ownership and responsibility for
23 the parcels.

24 6. The county is willing to comply with the city's request for the transfer
25 of the parcels for the purpose of additional right-of-way or other street
26 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 Burien for the properties described on the attached agreement, Attachment B to this
31 ordinance, and to execute, substantially in the form of Attachment B to this motion, an

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32 interlocal agreement with the city of Burien relating to the ownership and purpose of the
33 properties.
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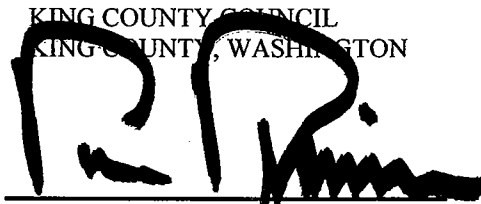
Ordinance 14168 was introduced on 7/2/01 and passed by the Metropolitan King County Council on 7/16/01, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Fimia, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Thomas and Mr. Irons

No: 0

Excused: 2 - Ms. Miller and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



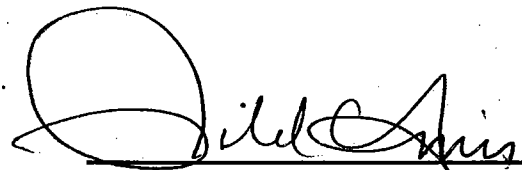
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 19 day of July, 2001.



Ron Sims, County Executive

Attachments

A. Legal descriptions of the parcels referred to in this agreement, B. An Interlocal Agreement Between King County and the City of Burien Relating to the Transfer of County-Owned Properties

Legal descriptions of the parcels referred to in this agreement are as follows:

R/W 1920 #57 - SW 160th St. (Tax Account Number 302304)

North 64 feet of East 290 feet of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 30, Township 23 North, Range 4 East, W.M., LESS County Road.

R/W 2007 #4 - 4th Ave. SW (Tax Account Number 192304-9134)

West 99 feet of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 19, Township 23 North, Range 4 East, W.M., LESS South 230 feet, LESS County Road. TOGETHER WITH East 60 feet of West 99 feet of South 230 feet, LESS South 30 feet for County Road, LESS County Road.

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**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND
THE CITY OF BURIEN RELATING TO THE TRANSFER OF
COUNTY-OWNED PROPERTIES**

This Agreement is made and entered into between the City of Burien, 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 February 28, 1993.
- B. Prior to the City's incorporation, King County had acquired Parcels #192304-9134 and 302304-9118 as described in Exhibit 1 ("the Parcels"), for the purpose of additional right-of-way for road improvements.
- C. The City requests the County to transfer the Parcels to the City to be used for future road improvements or other street related purposes.
- D. The Parcels are considered surplus to the needs of the County's Road Services Division, the custodial agency, and do not meet the County's affordable housing criteria.
- E. The County desires to divest itself of ownership and responsibility for the Parcels.
- F. The County is willing to comply with the City's request for the transfer of the Parcels for the purpose of road improvements 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 Parcels.
- 1.2 Upon the conveyance of the Parcels to the City, the County shall have no further responsibility for the Parcels.

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2. CITY RESPONSIBILITIES

- 2.1 The City acknowledges that the County acquired the Parcels with the intention of using them for road improvements.
- 2.2 The City will accept the Parcels “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 Parcels.
- 2.3 The deed conveying said Parcels to the City shall contain the following specific covenant pertaining to use:

Grantee covenants that the property conveyed herein shall be used only for the City's operation, maintenance, repairs, and improvements of the adjacent roadway, including, but not limited to, roadway drainage and public pedestrian/non-motorized transportation purposes in perpetuity, and for no other purposes without the prior written consent of the King County Road Engineer. This covenant runs with the land and exists for the benefit of, and may be enforced by, King County.

- 2.4 The City will reimburse the County the full market value of any portion of the Parcels 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. 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.

5. 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.

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6. 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 BURIEN

KING COUNTY EXECUTIVE

CITY MAYOR

DATE

DATE

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

**Attachment B.
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Exhibit 1

The legal descriptions of the Parcels referred to in this Agreement are as follows:

R/W 1920 #57 - SW 160th St. (Tax Account No. 302304-9118)

North 64 feet of East 290 feet of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 30, Township 23 North, Range 4 East, W.M., LESS County Road.

R/W 2007 #4 - 4th Ave. SW (Tax Account No. 192304-9134)

West 99 feet of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 19, Township 23 North, Range 4 East, W.M., LESS South 230 ft., LESS County Road. TOGETHER WITH East 60 feet of West 99 feet of South 230 feet, LESS South 30 feet for County Road, LESS County Road.