



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**August 20, 2002**

**Ordinance 14451**

**Proposed No. 2002-0330.1**

**Sponsors Hague**

1 AN ORDINANCE authorizing the executive to enter into  
2 an interlocal agreement between King County and the city  
3 of Kirkland for transfer to the city of Juanita Beach Park.  
4  
5

6 **STATEMENT OF FACTS:**

- 7 1. King County and the city of Kirkland (city) have agreed to  
8 terms for an interlocal agreement for the transfer of Juanita Beach  
9 Park.  
10 2. The city has authorized for the November 2002 ballot elections  
11 authorizing general obligation bonds and an excess levy that would  
12 support capital improvements and operations of Juanita Beach  
13 Park.  
14 3. Under the terms of the interlocal agreement, King County  
15 would retain use of the historic Forbes Residence, and the  
16 Northeast District parks maintenance facility until January 2004.

17           4. King County would transfer to the city two hundred thousand  
18           dollars previously appropriated for Juanita Beach Park master  
19           planning.

20           5. The city would grant permanent and temporary easements  
21           through the park for the purposes of constructing a new Juanita  
22           Beach wastewater pump station and replacement of wastewater  
23           force mains.

24           6. Transfer of Juanita Beach Park to the city will ensure the park  
25           will remain open and available to all county residents.

26           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

27           SECTION 1. The King County executive is hereby authorized to enter into an

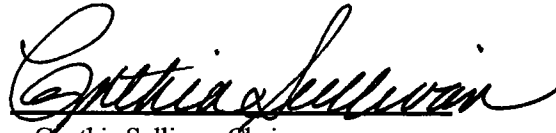
28 interlocal agreement, substantially in the form of the attached, with the city of Kirkland  
29 relating to the transfer of Juanita Beach Park.

30

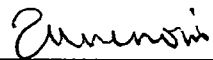
Ordinance 14451 was introduced on 7/22/2002 and passed by the Metropolitan King County Council on 8/19/2002, by the following vote:

Yes: 8 - Ms. Sullivan, Mr. von Reichbauer, Mr. Phillips, Mr. Pelz, Mr. Constantine, Mr. Gossett, Ms. Hague and Ms. Patterson  
No: 3 - Ms. Lambert, Mr. McKenna and Mr. Pullen  
Excused: 2 - Ms. Edmonds and Mr. Irons


KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Cynthia Sullivan, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

APPROVED this 27 day of August, 2002.

  
\_\_\_\_\_  
Ron Sims, County Executive

RECEIVED  
2002 AUG 27 AM 11:04  
KING COUNTY COUNCIL  
CLERK

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

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

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 Kirkland 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 Juanita Beach Park property is located entirely within the City's corporate boundary; and

WHEREAS, the County, under the authority of RCW 36.89.050, King County Resolution 34571 and other federal, state and county laws, has acquired and developed a substantial park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

WHEREAS, the County desires to divest itself of ownership, management, and financial responsibility for parks, open space, recreational facilities and programs inside and near the City boundaries; and

WHEREAS, the County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels; and

WHEREAS, the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS, given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the facility is approximately equal to the value of the property to the County; and

WHEREAS, the City may submit to its voters one or more ballot measures in calendar years 2002 or 2003 relating to capital expansion, maintenance and operations of City parks; and

WHEREAS, if successful, the City anticipates using a portion of the revenues collected as a result of such ballot measures for Juanita Beach Park; and

WHEREAS, to the extent the City provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for City residents, the City has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency, and

WHEREAS, King County has based certain maintenance activities for other County-operated parks at the Northeast District Maintenance Shop located at Juanita Beach Park; and

WHEREAS, the Dorr Forbes Residence in Juanita Beach Park is identified in the King County Historic Resource Inventory and the City of Kirkland Historic Resource Inventory, and

WHEREAS, the Dorr Forbes Residence has been nominated for landmark designation at the request of the City and designation is expected to take place by January, 2003, and

WHEREAS, the Dorr Forbes Residence houses many of the County's parks interpretive programs, and

WHEREAS, King County Wastewater Treatment Division has worked with King County Parks and Recreation and the City to identify and reserve in Juanita Beach Park a permanent easement for the existing Holmes Point sewer line, a temporary easement for staging equipment and supplies for construction of a new Juanita Beach pump station and force mains, and a permanent easement for future replacement and construction of force mains currently running under Juanita Drive Northeast, and

WHEREAS, the City recently completed redesign and construction of the portion of Juanita Drive Northeast containing the above-mentioned existing force mains and bisecting Juanita Beach Park, and

WHEREAS, it will be unclear until tests are completed by King County whether future replacement of the force mains in their existing location will be cost-effective and technically feasible, and

WHEREAS, upon transfer of Juanita Beach Park, the City plans to initiate a master planning and development process, which may include construction of permanent structures in the portion of the park south of Juanita Drive Northeast, and

WHEREAS, the City and the County Wastewater Treatment Division have committed to coordinate their planning processes and projects so as to minimize and balance impacts and benefits to both agencies and their customers, 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, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

**1. Conveyance of Title**

- 1.1. Upon fulfillment of the condition set forth in paragraph 11.2, the County shall, within 30 days, convey to the City by deed all its ownership interests and, when applicable, assign any leasehold interest or shared use responsibility, in the following listed park/recreation sites, which are described more fully in Exhibits A and B by this reference made a part hereof (the "Property"):

**Juanita Beach Park**

- 1.2. In conveying the Property by deed, the County shall reserve the following easements:

- 1.2.1. A permanent easement for the Holmes Point sewer line that is 50 feet by approximately 400 feet from the southern edge of Juanita Drive Northeast to the shoreline of Lake Washington, which easement shall be referred to as the HOLMES POINT UTILITY EASEMENT, and which shall be:

- 1.2.1.1. An easement in, upon and under the following described portion for the purposes of ingress and egress, constructing, maintaining, repairing, operating and using a pipeline:

The west 50 feet of the following described property:

The west 105.48 feet of Block N; the east 105.48 feet of Block N; all of Block M, sometimes described as Tract 33A of Lake Washington Shore Lands as shown on Court Commissioner's Plat of sections 31 and 30, township 26 north, range 5 east, W.M.,

ALSO

Lots 1 to 8, both inclusive, in Block 38 of Waterfront Addition to Kirkland; ALSO

Lots 1 to 5, both inclusive, in Block 39 of Waterfront Addition to Kirkland

TOGETHER WITH the east half of vacated 93rd Avenue Northeast.

- 1.2.2. A permanent easement for the replacement and construction of force mains that is fifty feet wide and is located to the south of and adjacent to the portion of Juanita Drive Northeast that crosses through the Property, which easement shall be:

A permanent utility easement area in, upon and under the following described portion for the purposes of ingress and egress; the staging of equipment and construction materials; and the completion of said Construction Activities consistent with the purposes of the project, and for the construction, use, maintenance, repair and testing of force mains:

The north 50 feet of the portion of the following described Parcels A, B, and C lying

southerly of Juanita Drive Northeast, OR an equivalent 50 feet on the property described below:

Parcel A:

The north 100 feet of the west 200 feet of the following described property:

The west 105.48 feet of Block N; the east 105.48 feet of Block N; all of Block M, sometimes described as Tract 33A of Lake Washington Shore Lands as shown on Court Commissioner's Plat of sections 31 and 30, township 26 north , range 5 east, W.M.,

ALSO

Lots 1 to 8, both inclusive, in Block 38 of Waterfront Addition to Kirkland; ALSO Lots 1 to 5, both inclusive, in Block 39 of Waterfront Addition to Kirkland TOGETHER WITH vacated 93rd Place Northeast and the east half of vacated 93rd Avenue Northeast

Parcel B:

That portion of Government Lot 6 and the shorelands of the second class fronting thereon in section 30, township 26 north, range 5 east, W.M., described as follows: Beginning on the east line of said government lot at a point which is south 1°22'52" west 513.30 feet from the northeast corner thereof; thence north 89°21'00" west 40.003 feet to the true point of beginning; thence north 89°21'00" west 421.509 feet; thence north 0°39'00" east 200 feet; thence north 89°21'00" west 210 feet; thence south 0°39'00" west 661.50 feet, more or less, to the government meander line; thence south 5°15'57" west 376.427 feet to the inner harbor line of Lake Washington; thence along said harbor line south 46°30'00" east 491.105 feet; thence north 26°42'44" east 670.354 feet to the old water line of Lake Washington; thence north 1°22'52" east 565 feet, more or less, to the true point of beginning, being tracts 32, 32-A, and 36 as shown on the map of the subdivision of Uplands and Shorelands of Juanita Bay in Cause No. 175301 of the Superior Court of the State of Washington for King County, except right of way of county road as now established.

Parcel C:

Tracts 29, 30, and 31, and Tracts 29-A, 30-A, and 31-A in Court Commissioner's Plat , sections 30 and 31, township 26 north, range 5 east, W.M., in King County, Washington, as filed with the decree in King County Court Cause No. 175301.

- 1.2.3. A temporary construction easement that will commence at the time of conveyance and will expire on the later of, October 31, 2010 or 30 days after the completion of the Juanita Beach pump station and the replacement of the force main adjacent to Juanita Beach Park, for the construction of a new Juanita Beach pump station and the repair, replacement or construction of force mains that is 200 feet by 220 feet, which easement shall be:

1.2.3.1 An easement area in, upon and under the following described portion, for the purposes of ingress and egress, the staging of equipment and construction materials; and the completion of said Construction Activities consistent with the purposes of the projects:

The north 200 feet of the west 220 feet of the following described property:  
 The west 105.48 feet of Block N; the east 105.48 feet of Block N; all of Block M, sometimes described as Tract 33A of Lake Washington Shore Lands as shown on Court Commissioner's Plat of sections 31 and 30, township 26 north, range 5 east, W.M.,  
 ALSO  
 Lots 1 to 8, both inclusive, in Block 38 of Waterfront Addition to Kirkland; ALSO  
 Lots 1 to 5, both inclusive, in Block 39 of Waterfront Addition to Kirkland  
 TOGETHER WITH vacated 93rd Place Northeast and the east half of vacated 93rd Avenue Northeast.

All in County of King, State of Washington.

- 1.3. In conveying the Property by deed, the County shall reserve the right to use the Dorr Forbes Residence and the Northeast District Maintenance facility until January 1, 2004. The County shall not pay any rent for such use. During the County's period of use the County shall be responsible for the operation, maintenance and repair of these facilities. The City and the County may agree in writing to extend the use of either or both of these facilities beyond January 1, 2004.
- 1.4. Within 45 days after the City's acceptance of the County's deed conveyance of all its ownership interests in the Property, King County will transfer to the City \$200,000 previously appropriated in the Parks and Recreation Capital Improvement Plan for Juanita Beach Master Planning.
- 1.5. All deeds shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:
  - 1.5.1. "The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation and community facility purposes or that other equivalent facilities within the County shall be conveyed to the county in exchange therefore."



1.5.2. "The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, or be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore."

1.5.3. "The City further covenants that it will not limit or restrict access to and use of the property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

1.5.4. "The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

## **2. Existing Restrictions, Agreements, Contracts or Permits**

2.1. The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

## **3. Force Main Easement**

3.1. The City's preferred alternative is for the County to replace the force mains under the southern planter strip, sidewalk and bike lane of the Juanita Drive right of way, with the project to begin in 2006 or later. The County agrees to evaluate and give preference to this alternative if it proves to be technically feasible and cost-effective as compared to other alternatives.

3.2. The County will consult with the City before making a final determination regarding the new force main alignment.

3.3. The City and County agree that if the force mains are replaced in the location identified in 3.1 or in their current location in Juanita Drive Northeast, the County shall release the permanent easement, and in exchange, the City shall provide a construction easement, at any time it is required, and at no charge, in the general location of the permanent easement, for the installation, restoration, inspection, maintenance, replacement and repair of the force mains. The County shall provide notice of the times when such construction easement will be required, and will coordinate the times and location of the actual work with the City, but the access to the construction easement shall not be denied.

- 3.4. The City and County agree that if, subsequent to conveyance, the County notifies the City that it has determined that it is technically infeasible or cost-prohibitive to replace the existing force mains in their current approximate location or in the permanent easement reserved by the County to the south of and adjacent to Juanita Drive Northeast, the City shall convey to the County an alternative permanent easement that is fifty feet wide for the replacement force mains and the County will relinquish the permanent easement to the south of and adjacent to Juanita Drive Northeast. The City and County will work collaboratively to identify and establish the location of an alternative permanent easement through the park that will allow for cost-effective construction of new force mains, while also considering community impacts, ease of force main operation, and maintenance, traffic impacts, construction constraints, environmental issues and the City's cost and interests regarding future development and use of the park. The City shall provide the alternative permanent easement within six months of receiving notice from the County that an alternative permanent easement is required.
- 3.5. The City agrees that the County may proceed with permitting and construction of the Pump Station and force main replacement projects.
- 3.6. The City and County agree to identify staff teams and to allocate sufficient staff resources to effect timely implementation of the activities referenced in Section 3 of this agreement.

#### **4. Protection of Historical Resources and Art**

- 4.1. Until such time as the Dorr Forbes Residence is designated as a City of Kirkland landmark pursuant to Title 28 of the Kirkland Municipal Code and the City's Interlocal Agreement with the King County Office of Cultural Resources, all changes to the historic residence and its grounds shall be reviewed and approved by the King County Landmarks and Heritage Commission.
- 4.2. 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.

#### **5. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services**

- 5.1. The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property.
- 5.2. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.
- 5.3. The City acknowledges and agrees that except as indicated in paragraph 6.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

## **6. Environmental Liability**

- 6.1. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 6.2. Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.
- 6.3. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Such notice shall in no event be provided more than 10 days after discovery. After notice is provided the parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement. If the City fails to provide timely notice as provided for herein it shall be prohibited from bringing a statutory claim for contribution against the County.
- 6.4. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

## **7. Indemnification and Hold Harmless**

- 7.1. 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 its obligations pursuant to this Agreement, and from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever related to the property arising prior to the effective date of conveyance, except to the extent that indemnifying or holding the City harmless would be limited by Section 6 of this Agreement. 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, King County shall satisfy the same.
- 7.2. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- 7.3. 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 any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever related to the Property arising on or after the effective date of conveyance, except to the extent that indemnifying or holding the County harmless would be limited by Section 6 of this Agreement. 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.
- 7.4. 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 Property.

- 7.5. Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
- 7.6. In the event that a court of competent jurisdiction finds that the City and the County were concurrently negligent, then each party's liability shall only be to the extent of each party's negligence. 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.

## **8. Audits and Inspections**

- 8.1. Until December 31, 2008, any of either party's records related to any matters covered by this Intergovernmental Agreement that are not otherwise privileged 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.

## **9. Waiver and Amendments**

- 9.1. 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.

## **10. Entire Agreement and Modifications**

- 10.1. 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.

## **11. Duration and Effective Date**

- 11.1. This agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

11.2. This agreement is contingent upon and shall automatically become effective upon certification by King County Records and Elections that a parks and recreation bond and maintenance and operations levy, or comparable voter approved funding measures intended to benefit the City's local parks and recreation system have been legally approved during calendar years 2002 or 2003. If this contingency is not satisfied by December 31, 2003 this Agreement shall automatically terminate.

**12. Notice**

12.1 Any notice provided for herein shall be sent to the respective parties at:

King County  
Ron Sims

City of Kirkland  
David Ramsay

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Kirkland

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_ City and State

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at \_\_\_\_\_ City and State

My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**King County Parks Transferring to the City of Kirkland**

Name of park	Amenities/facilities
Juanita Beach Park, Parcels 2, 2a, 3, 4, and 5	Tennis Courts Ball Fields Northeast District Maintenance Shop Restrooms Concession Building Swimming Pier Dorr Forbes Residence All other built facilities



**EXHIBIT B**  
**Legal Descriptions**

PARCEL A (2) - The West 105.48 feet of Block "N"; the East 105.48 feet of Block "N"; all of Block "M", sometimes described as Tract 33A, Lake Washington Shore Lands, as shown on Court Commissioner's Plat of Sections 31 and 30, Township 26 North, Range 5 East, W.M.; ALSO Lots 1 to 8, both inclusive, in Block 38 of Waterfront Addition to Kirkland, as recorded in Volume 27 of Plats, page 35, records of King County, Washington; ALSO Lots 1 to 5, both inclusive, in Block 39 of Waterfront Addition to Kirkland, as recorded in Volume 27 of Plats, page 35, records of King County, Washington.

PARCEL B (2A) - Lake Washington shore lands abutting upon Block "N" and Block "M" of Lake Washington Shore Lands as shown on Court Commissioner's Plat of Sections 31 and 30, Township 26 North, Range 5 East, W.M., and 93rd Pl. N.E., which is the street on the plat of Lake Washington Shore Lands lying between said Blocks "M" and "N".

PARCEL C (3) - That portion of Government Lot 6 and the shore lands of the second class fronting thereon in Section 30, Township 26 North, Range 5 East, W.M., described as follows: Beginning on the east line of said Government lot at a point which is South 1°22'52" West 513.30 feet from the Northeast corner thereof; thence North 89°21'00" West 40.003 feet to the True Point of Beginning; thence continuing North 89°21'00" West 421.509 feet; thence North 0°39'00" East 200 feet; thence North 89°21'00" West 210 feet; thence South 0°39'00" West 661.50 feet, more or less, to the Government meander line; thence South 5°15'57" West 376.427 feet to the inner harbor line of Lake Washington; thence along said harbor line South 46°30'00" East 491.105 feet; thence North 26°42'44" East 670.354 feet to the old water line of Lake Washington; thence North 1°22'52" East 569 feet, more or less, to the True Point of Beginning, being Tracts 32, 32-A and 36, as shown on the map of the subdivision of Uplands and Shore lands of Juanita Bay in Cause No. 175301 of the Superior Court of the State of Washington for King County, except right of way of County Road as now established.

PARCEL D (4) - That portion of Government Lots 6 and 7, in Section 30, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning at the NW corner of Tract 35 as shown on Court Commissioners map and filed with the Decree in Superior Court Cause No. 175301 and recorded in Volume 1267 of Deeds, page 1, records of King County, Washington, and running thence South 89°21'00" East along the North line of said Tract 35, a distance of 401.167 feet; thence South 1°22'52" West 283.27 feet to a point 200 feet North of (at right angles) the South line of said Tract 35 and the True Point of Beginning; thence continuing South 1°22'52" West 25.02 feet; thence South 89°21'00" East 437.50 feet to the Westerly line of Edmonds and Stevens Road; thence South 9°48'40" West along said Westerly line 557.91 feet to the Northerly line of C.J. Conover Road; thence Northwesterly along said Northerly line 86.90 feet, more or less, to the SE corner of Tract 34 as shown of said Court Commissioners map; thence Westerly along said road line 40.56 feet to the SW corner of said Tract 34; thence North 1°22'52" East 333.301 feet along the West line of said Tract to the South line of Tract 35; thence North 89°21'00" West along said South line 421.509 feet to a corner of

said Tract 35; thence North 0°39'00" East 200 feet to a reentrant corner of said Tract; thence South 89°21'00" East 187.55 feet to the True Point of Beginning.

PARCEL E (5) - Tracts 29, 30 and 31, and Tracts 29-A, 30-A, and 31-A in Court Commissioner's Plat, Sections 30 and 31, Township 26 North, Range 5 East, W.M., in King County, Washington, as filed with the Decree in King County Superior Court Cause No. 175301.