



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**June 29, 2010**

**Ordinance 16870**

**Proposed No. 2010-0349.2**

**Sponsors Patterson**

1 AN ORDINANCE authorizing the executive to enter into  
2 interlocal agreement with the city of Kent relating to the  
3 annexation of the Panther Lake Potential Annexation Area and  
4 transferring certain roads-related properties, greenbelt-related  
5 properties and parks facilities and properties to the city, and  
6 declaring an emergency.

7 STATEMENT OF FACTS:

- 8 1. King County's Annexation Initiative encourages the expedited  
9 annexation of all remaining urban unincorporated areas in order to achieve  
10 both financial stability in the current expense fund, and the regional land  
11 use vision set forth in the countywide planning policies.
- 12 2. The city of Kent initiated the annexation process at the boundary  
13 review board with the filing of a notice of intent to annex the  
14 approximately twenty-four thousand residents of the Panther Lake  
15 Potential Annexation Area.
- 16 3. The city then sought the approval of the residents of the Panther Lake  
17 Potential Annexation Area to annex this area, by ballot proposition at the  
18 2009 general election on November 3, 2009. The ballot measure was

19 approved by 56.40 percent of the vote. The city subsequently set a July 1,  
20 2010, effective date.

21 4. To facilitate and complete the transfer of roads related properties,  
22 greenbelt related properties and parks facilities and properties located  
23 within the potential annexation area upon annexation to the city, the city  
24 and county wish to enter into an interlocal agreement, substantially in the  
25 form of Attachment A to this ordinance, which addresses transfer of  
26 property and facility records and transfer of ownership of roads related  
27 properties, greenbelt related properties and parks facilities and properties  
28 among other matters.

29 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

30 SECTION 1. Findings.

31 A. Annexation of the Panther Lake Potential Annexation Area will occur on July  
32 1, 2010. When annexations occur, many of the transfers of authority and assets happen  
33 automatically under state law. However, there are several areas where an interlocal  
34 agreement can be used to effectively transfer remaining assets and clarify responsibilities.  
35 If a declaration of emergency is not made, the executive would have to wait ten days after  
36 adoption by the council to execute this interlocal agreement, well beyond the annexation  
37 effective date.

38 B. In order to ensure that the properties, which are the subject of this ordinance  
39 and the rights and responsibilities regarding them, are transferred to the city as of the  
40 effective date of the annexation, the executive must be authorized to execute the  
41 agreement before July 1, 2010.

42            SECTION 2. The county executive is hereby authorized to enter into an interlocal  
43 agreement, substantially in the form of Attachment A to this ordinance, with the city of  
44 Kent to provide for the transfer of the facilities and properties as referenced therein.

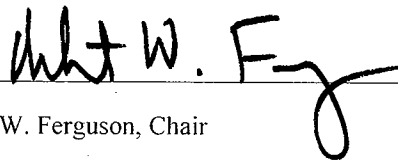
45            SECTION 3. For the reasons set forth in section 1 of this ordinance, the county  
46 council finds as a fact and declares that an emergency exists and that this ordinance is  
47 necessary for the immediate preservation of public peace, health or safety or for the  
48 support of county government and its existing public institutions.

49

Ordinance 16870 was introduced on 6/14/2010 and passed as amended by the  
Metropolitan King County Council on 6/28/2010, by the following vote:

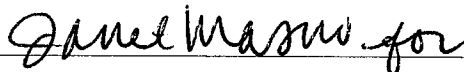
Yes: 8 - Ms. Drago, Mr. Phillips, Mr. von Reichbauer, Ms. Hague,  
Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn  
No: 0  
Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Robert W. Ferguson, Chair

ATTEST:



Anne Noris, Clerk of the Council

**Attachments:** A. Interlocal Agreement Between the City of Kent and King County, Relating to the  
Panther Lake Annexation Area and the Transfer of Real Property, dated June 28, 2010

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENT AND KING COUNTY,  
RELATING TO THE PANTHER LAKE ANNEXATION AREA AND THE TRANSFER  
OF REAL PROPERTY**

THIS AGREEMENT is made and entered by and between the City of Kent, a State of Washington municipal corporation ("City"), and King County, a political subdivision of the State of Washington ("County"). Together, the City and the County are referred to as the "Parties" to this Agreement.

WHEREAS, the City has identified the Panther Lake Potential Annexation Area ("PAA") in its comprehensive plan, consistent with the requirements of the state Growth Management Act ("GMA") and the Countywide Planning Policies adopted consistent with GMA, Area which PAA is further described in **Exhibit A** hereto and is hereinafter referred to as the "Annexation Area;" and

WHEREAS, on an election date in November 2009, the citizens of the Annexation Area had an opportunity to vote on whether to annex to the City, and the voters approved annexation of the Annexation Area; and

WHEREAS, annexation of the Annexation Area to the City will become effective on or before July 1, 2010; and

WHEREAS, as of the date of legal annexation of the Annexation Area, pursuant to state law, the City will own, and have the responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the City limits together with all appurtenances located within such rights-of-way, including but not limited to, drainage facilities, storm water facilities, street lights, traffic signals and traffic signs; and

WHEREAS, the City and the County desire to facilitate an orderly transition of services associated with the Annexation Area; and

WHEREAS, the City and the County desire to mutually determine the appropriate timing for the transfer of public records; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing County related property interests in the Annexation Area; and

WHEREAS, all local governmental land use authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the effective date of annexation; and

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the City and the County as follows:

1. TERM. This Agreement shall be deemed to take effect following the approval of the Agreement by the official action of the governing bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force for a period of five (5) years from the effective date of annexation of the Annexation Areas.
2. RECORDS TRANSFER. The County shall work with the City to transfer to the City public records including but not limited to record drawings or construction drawings that are requested by the City related to transferred facilities and properties within the areas so annexed. The City shall send a written request for records to the director of the County division holding such records. Alternately, the City may request in writing that such director schedule a records transfer meeting at which City representatives shall meet with County department representatives in order to review and identify records to be copied and/or transferred consistent with the terms of this Section 2. The request shall provide sufficient detail to allow the County to identify and locate the requested records. The County shall make its best effort to provide the documents within forty-five (45) days of the request. The County may elect to provide original records or copies of records. The County shall not be required to provide records that are not reasonably available or to create records or compilations that have not already been created. The County shall provide the City free of charge one set of records meeting the requirements of this section.
3. TITLE REPORTS. This Agreement includes the terms by which the County will transfer to the City ownership of real property described as Road-Related Properties (Section 4.), Greenbelts (Section 5), and Parks and Open Space (Exhibit E.). For each of these properties, the County shall provide the City, at the County's expense, a recent title report identifying the rights, conditions, covenants, obligations, limitations and reservations of record.

4. TRANSFER OF ROADS-RELATED PROPERTIES TO CITY:

- a. Transfer of Road-Related Properties.

Upon the effective date of annexation, the County shall convey to the City by quitclaim deed, substantially in the form of **Exhibit B** attached hereto and incorporated herein by reference, the Road-Related Properties located in the Annexation Area and identified in **Exhibit C** attached hereto and incorporated herein by reference, subject to all rights, conditions, covenants, obligations, limitations and reservations of record; and the City shall accept the same. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Road Related Properties. The City covenants that the properties described in Exhibit C shall continue to be used and

maintained in perpetuity for road-related purposes unless other equivalent lands within the City are received in exchange therefore; or if the Property is sold or traded for land not for an equivalent use, the City shall pay the County the tax assessed value of the property as of the date the property is transferred to the City under this Agreement.

- b. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Road-Related Properties.
  - i. The City will have the opportunity to inspect the Road-Related Properties before accepting ownership. However, regardless of such inspection, the City has the duty to accept all facilities as specified in this Agreement. The City's inspection shall not, however, constitute a waiver of any indemnification required by the County for negligent acts or omissions of the County, its officers, agents, and employees, or any of them, during the period of County ownership. The County will make its records concerning the Road-Related Properties available to the City, and the County personnel most knowledgeable about the Road-Related Properties will be available to jointly inspect the property with City personnel and to provide the City the status of maintenance of such facilities, and to point out known conditions, including any defects or problems, if any, with the Road-Related Properties. The City agrees to accept the Road-Related Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Related Properties during the period of City ownership.
  - ii. 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 Road-Related Properties, and no official, employee, representative, or agent of King County is authorized otherwise.
- c. Environmental Liability related to the Road-Related Properties.
  - i. "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.
  - ii. 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 Road-Related Properties 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, changing the configuration of, or changing the use of the Road-Related Properties.
  - iii. 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 notify the County in writing within ninety (90) days of discovery. The Parties shall make

their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

- iv. 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.

d. Indemnification and liability related to Road-Related Properties.

(i) The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, during the County's period of ownership. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

(ii) The City shall indemnify and hold harmless the County and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, during the City's period of ownership. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

(iii) Each party agrees that its obligations under this Section 4.d 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.

e. Survival

The provisions of this Section 4 shall survive the expiration or earlier termination of this Agreement.

5. GREENBELTS; PARK AND OPEN SPACE FACILITIES AND PROPERTIES.

a. Greenbelt Properties.

Upon the effective date of annexation, the County shall convey to the City, by quitclaim deed, the Greenbelt Properties located in the Annexation Area and identified in **Exhibit D** attached hereto and incorporated herein by reference, subject to all rights, conditions, covenants, obligations, limitations and reservations of record; and the City shall accept the same. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Greenbelt Properties

b. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Greenbelt Properties:

- i. The City will have the opportunity to inspect the Greenbelt Properties before accepting ownership. However, regardless of such inspection, the City has the duty to accept all Greenbelt Properties as specified in this Agreement. The City's inspection shall not, however, constitute a waiver of any indemnification required of the County for any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing actions on the Properties during the County's period of ownership. The County will make its records concerning the Greenbelt Properties available to the City, and the County personnel most knowledgeable about the Greenbelt Properties will be available to jointly inspect the Greenbelt Properties with City personnel and to provide the City the status of maintenance of such properties, point out known conditions, including any defects or problems, if any, with the Greenbelt Properties. The City agrees to accept the Greenbelt Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Greenbelt Properties during the period of ownership.
- ii. 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 Greenbelt Properties and no official, employee, representative, or agent of King County is authorized otherwise.

c. Environmental Liability Greenbelt.

Section 4.c, concerning environmental liability regarding the Road-related Properties, is hereby incorporated in its entirety by this reference, and applies to the Greenbelt Properties as if fully set forth herein.

d. Indemnification regarding Greenbelt Properties.

- i. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of



them, during the County's period of ownership. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

ii. The City shall indemnify and hold harmless the County and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, during the City's period of ownership. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

iii. Each party agrees that its obligations under this Section 5.d 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.

e. Park and Open Space Facilities and Properties.

i. County shall transfer to the City, and the City shall accept, the park properties located in the Annexation Area and listed in **Exhibit E-1**--attached hereto and incorporated herein, which park properties are more generally known as Park Orchard Park, Green Tree Park, Green Tree Park Tract A (open space), and North Meridian Park (hereinafter the "Park Properties").

ii. These transfers shall be accomplished through an intergovernmental property transfer agreement substantially in the form of **Exhibit E** attached hereto and incorporated herein. It is the intent of the Parties that transfer of the Park Properties shall occur as nearly as possible on or immediately after the effective date of the annexation of the Annexation Area.

6. ADMINISTRATION AND CONTACT PERSONS. The Parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

King County:

Dwight Dively  
Director, King County Office of  
Management and Budget  
401 5<sup>th</sup> Avenue, Suite 810  
Seattle, WA 98104

City of Kent:

John Hodgson  
Chief Administrative Officer  
City of Kent  
220 Fourth Ave S.  
Kent, WA 98032

7. COMPLIANCE WITH LAWS. Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and Annexation Statutes. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

8. INDEMNIFICATION.

The following indemnification provisions shall apply to the entirety of this Agreement except for: (1) **Section 4** concerning Road-Related Properties which contains separate indemnification provisions; (2) **Section 5(a)-(d)** concerning Greenbelt Properties which contains separate indemnification provisions; and (3) **Exhibit E** relating to the transfer of Park Properties which also contains separate indemnification provisions.

- a. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved. If final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved;

If final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

- c. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, and the County, its agents, employees, and/or officers, then this Section 8 shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.
- d. The provisions of this Section 8 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 9. EXECUTION OF DOCUMENT

This Agreement is contingent on the Parties contemporaneously entering into and fully executing the Interlocal Agreement between the City of Kent and King County relating to the annexation of the Panther Lake Potential Annexation Area. If the Interlocal Agreement between the City of Kent and King County relating to the annexation of the Panther Lake Potential Annexation Area is not entered into and fully executed by the Parties on the same date as this Agreement, then either Party may terminate this Agreement by providing written notice to the other within 10 days of the date of this Agreement, and upon such termination neither Party shall have any further rights or obligations with regard to the other.

## 10. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement, together with all Exhibits hereto, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no prior agreements shall be effective for any purpose.
- b. Filing. A copy of this Agreement shall be filed with the Kent City Clerk and recorded with the King County Recorder's Office.
- c. Records. Until December 31, 2020, any of either party's records related to any matters covered by this Intergovernmental Agreement, and 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. Other provisions of this Section 10 notwithstanding, police/sheriff records shall be retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.
- d. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

- e. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- f. Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
- g. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- h. Dispute Resolution. The Parties should attempt, if appropriate, to use an alternative dispute resolution ("ADR") process such as mediation through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for ADR services would be divided equally between the Parties. Each Party would be responsible for the costs of their own legal representation.
- i. Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- j. No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- k. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any ADR, arbitration or lawsuit arising out of this Agreement.
- l. Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.
- m. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 6. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 6. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- n. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

- o. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
- p. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right, privilege, interest, cause of action, duty, or obligation under this Agreement or based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF KENT:

KING COUNTY:

\_\_\_\_\_  
Suzette Cooke, Mayor

\_\_\_\_\_  
Dow Constantine, Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Sr. Deputy Prosecuting Attorney

**NOTARY BLOCKS APPEAR ON FOLLOWING PAGE**

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 \_\_\_\_\_, 2010, 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**

**Description of Annexation Area**

**Panther Lake Proposed Annexation Area**

**Legal Description**

**BOUNDARIES OF THE PANTHER LAKE ANNEXATION AREA**

All those portions of Sections 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, and 17, Township 22 North, Range 5 East, W.M., and Sections 32 and 33, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at the east quarter corner of Section 6, Township 22 North, Range 5 East, W.M.;

thence southerly, along the east line of said section, to the easterly prolongation of the south right of way margin of South 200<sup>th</sup> Street;

thence westerly, along said prolongation, to the west right of way margin of 100<sup>th</sup> Avenue SE, the northeast corner of the Kent City Limits as established by Kent Ordinance #3099, as recorded under King County Recording Number 9305110613, and the TRUE POINT OF BEGINNING;

thence continuing westerly, along said south margin of South 200<sup>th</sup> Street and the north margin of said city limits, to the west right of way margin of 92<sup>nd</sup> Avenue South and the east line of the Kent City Limits as established by Kent Ordinance #1017, as recorded under King County Auditor's File Number 5024149;

thence northerly, along said west margin and said city limits, to the east west center of section line of said Section 6;

thence easterly, along said center of section line and said city limits, to the center of said Section 6;

thence northerly, along the north south center of section line and said city limits, to the north right of way margin of South 200<sup>th</sup> Street and the south line of the Renton City Limits as established by Renton Ordinance #5327, under King County Recording Number 20080109000833;

thence easterly, along said north margin and said Renton City limits, to the westerly right of way margin of SR 515 (108<sup>th</sup> Avenue SE) and the east line of the City of Renton City Limits as described in said Renton Ordinance #5327;

thence northerly, along said west margin and the Renton City Limits as described in said ordinance, to a point 40 feet west of Highway Engineer's Station 270+40, as shown on Washington State Department of Highways Right of Way Plan SR 515 MP 3.87 to MP 5.15, Renton Vicinity, SE 196<sup>th</sup> to Carr Road;

thence easterly to a point 40 feet east of Highway Engineer's Station 270+50 as shown on said right of way plan, also being the northerly margin of SE 192<sup>nd</sup> Street and the south line of the City of Renton City Limits as described in said Renton Ordinance #5327;

thence easterly, along said north margin and the Renton City Limits as described in said ordinance, to the intersection of said north margin with the northerly extension of the east right of way margin of 124th Avenue SE, and the westerly boundary of Soos Creek Park;

thence along said westerly park boundary and the adjoining roadways the following courses and distances:

thence southerly, along said northerly extension and the east margin of said 124<sup>th</sup> Avenue SE, to the north line of the south half of the north half of Government Lot 2 of said Section 4;

thence easterly, along said north line, to the west margin of the Bonneville Transmission Line Easement (Covington-Seattle Line);

thence southeasterly, along said west margin, to the south line of Morford Park, as recorded in Volume 180 of Plats, pages 1-3, records of King County;

thence easterly, along said south line, to the west line of the east 450 feet of the south half of the south half of the southwest quarter of the northeast quarter of said Section 4;

thence southerly, along said west line, to the south line of the northeast quarter of said Section 4;

thence easterly, along said south line, to the west line of the northeast quarter of the southeast quarter of said Section 4;

thence southerly, along said west line, to the north line of Linda Highlands Division No. 1, as recorded in Volume 91 of Plats, page 25, records of King County;

thence generally easterly and southeasterly, along the northeasterly line of said plat, to the north line of Greystone, as recorded in Volume 154 of Plats, pages 40-41, records of King County;



thence easterly, along said north line, to the east line of said Section 4;

thence southerly, along said east line, 105.29 feet to the northwest corner of a tract of land conveyed to Charles R. Gardner by warrantee deed recorded under King County Recording Number 8507090815;

thence southeasterly, along the northeasterly line of said Gardner tract and said park boundary,  $S59^{\circ}28'10''E$  125.62 feet to an angle point in said northeasterly line;

thence continuing along said northeasterly boundary and said park boundary,  $S30^{\circ}36'37''E$  834.39 feet, more or less, to the northwest right of way margin of SE 204th Way (SE Lake Youngs Way);

thence southeasterly, perpendicular to the centerline of said SE 204th Way, 100 feet, to the southeast right of way margin thereof;

thence northeasterly, along said southeast right of way margin, to the west line of the east 495 feet of the southwest quarter of the southwest quarter of said Section 3, also being the west boundary of said park;

thence along said park boundary, southerly along said west line, 50 feet to the northwest corner of a tract of land conveyed to Daniel John Overstreet by statutory warrantee deed recorded under King County Recording Number 9707311841;

thence along the northeasterly line of the Overstreet tract and said park boundary,  $S54^{\circ}32'25''E$  398.74 feet to the west line of the east 165 feet of the southwest quarter of the southwest quarter of said Section 3;

thence southerly, along said west line, to the north line of the south 528 feet of said section;

thence easterly, along said north line, to the west line of the southeast quarter of the southwest quarter of said Section 3;

thence southerly, along said west line, to the north right of way margin of SE 208th Street (H.C. Green Road, County Rd No. 329);

thence easterly, along said north margin, to the northerly extension of the east line of the west 270 feet of the northeast quarter of the northwest quarter of said Section 10;

thence southerly, along said northerly extension and the east line thereof, to the south line of the north half of the northwest quarter of the northeast quarter of the northwest quarter of said Section 10;

thence easterly, along said south line, to the east line of the west half of the northwest quarter of the northeast quarter of the northwest quarter;

thence southerly, along said east line, to the southeast corner of the west half of the northwest quarter of the northeast quarter of the northwest quarter;

thence westerly, along said south line, to a point on the east line of a tract of land conveyed to Karen J. Arango by Quit Claim Deed recorded under King County Recording Number 9601030485, described as the west 108.9 feet of the south 400 feet of the north 860 feet, as measured along the west line, of the northeast quarter of the northwest quarter of said Section 10, said point being 200 feet north of the southeast corner of said tract;

thence southerly, along said east line, 200 feet to the southeast corner of said tract;

thence westerly, along the south line of said tract, to the west line of the northeast quarter of the northwest quarter;

thence southerly, along said west line, to the north line of the south half of the north half of the southwest quarter of the northwest quarter of said Section 10;

thence westerly, along said north line, 100 feet, to the west line of the east 100 feet of the southwest quarter of the northwest quarter of said Section 10;

thence southerly, along said west line, and its southerly extension, to the south right of way margin of SE 216th Street (Albert Haverinen Road);

thence easterly, along said south margin, to the west boundary of the park property as described in warranty deeds recorded under King County Recording Numbers 9506090372, and 9506090371;

thence along said park boundary as established by said warrantee deeds, S08°38'08"W 155.90 feet;

thence S05°32'16"E 256.57 feet;

thence S05°03'27"E 179.40 feet;

thence S02°16'36"W 119.91 feet;

thence S13°50'14"E 114.38 feet;

thence S09°57'42"E 178.35 feet;

thence S10°45'26"E 264.27 feet;

thence S45°51'35"W 62.76 feet to the north line of the southeast quarter of the southwest quarter of said Section 10;

thence westerly, along said north line, to the west line of the southeast quarter of the southwest quarter of said Section 10;

thence southerly, along said west line, to the south line of said Section 10;

thence easterly, along said south line, to the southerly right of way margin of SE 224th Street (Johnson Road NO. 328);

thence easterly, along said southerly margin, to the east line of the west quarter of the northeast quarter of the northwest quarter of said Section 15;

thence southerly, along said east line, to the south line of the northeast quarter of the northwest quarter of said Section 15;

thence easterly, along said south line, to the east line of King County Short Plat No. 280062, recorded under King County Recording Number 8010150859;

thence southeasterly, along said east line, to the east line of Lot B of King County Lot Line Adjustment No. L99L001, recorded under King County Recording Number 9903099010;

thence southeasterly, along said east line, to the south line of the northwest quarter of said Section 15;

thence easterly, along said south line, to the east line of the west half of said Section 15;

thence southerly, along said east line, to an intersection with the east right of way margin of 140<sup>th</sup> Avenue SE;

thence southerly, along said east right of way margin, to the north line of the south 522.00 feet of the northwest quarter of the southeast quarter of said Section 15;

thence easterly, along said north line, to the east line of the west 417.50 feet of the northwest quarter of the southeast quarter of said Section 15;

thence southerly, along said east line, to the north line of the southwest quarter of the southeast quarter of Section 15, Township 22 North, Range 5 East, W.M. and the north line of Country Club North, Division 2, as recorded in Volume 184 of Plats, Pages 18 through 20, records of King County and the Kent City Limits as established by Kent Ordinance #3344, as recorded under King County Recording Number 9706250235;

thence westerly, leaving said park boundary, along said north line and said city limits, to the north south center of section line of said Section 15;

thence continuing westerly along the north line of the south half of the southwest quarter of said Section 15 and said city limits, to the southeast corner of the north half of southeast quarter of Section 16, Township 22 North, Range 5 East, W.M.;

thence continuing westerly, along the south line of said north half, to the westerly right of way margin of 132<sup>nd</sup> Avenue SE and the southeast corner of that portion of the Kent City Limits as established by Kent Ordinance #3562;

thence northerly, along the west margin of 132<sup>nd</sup> Avenue SE and said city limits, to the south line of the north half of the north half of the northeast quarter of the southeast quarter of said Section 16;

thence westerly, along said south line and said city limits, to the east line of the northwest quarter of the southeast quarter of said Section 16;

thence northerly, along said east line and said city limits, to the north line of the southeast quarter of said Section 16;

thence westerly, along said north line and said city limits, to the southeast corner of the northwest quarter of said Section 16;

thence westerly, along the south line of the southeast quarter of the northwest quarter of said Section 16 and said city limits, to the southwest corner of said subdivision;

thence northerly, along the west line of said subdivision and said city limits, to the northeast corner of the south half of the south half of the southwest quarter of the northwest quarter of said Section 16;

thence westerly, along the north line of said subdivision and said city limits, to the east line of the northeast quarter of Section 17; Township 22 North, Range 5 East, W.M. and the east line of the Kent City Limits as established by Kent Ordinance # 1940, as recorded under King County Recording Number 7509300621;

thence northerly, along the east line of said northeast quarter and said city limits, to the south line of the north half of the north half of the southeast quarter of the northeast quarter of said Section 17;

thence westerly, along said south line and said city limits, to the west right of way margin of 116<sup>th</sup> Avenue SE and the southeast corner of that portion of the Kent City Limits as established by Kent Ordinance # 2828, as recorded under King County Recording Number 8902070337;

thence northerly, along said west margin and said city limits, to the north line of the southeast quarter of the northeast quarter of said Section 17;

thence westerly, along said north line and the north line of said city limits and the north line of the Kent City Limits as established by Kent Ordinance #2048, as recorded under King County Recording Number 7710180759, to the west line of the southeast quarter of the northeast quarter of said Section 17;

thence southerly, along the west line of said subdivision and the city limits as established under said Ordinance #2048 and aforesaid Ordinance #1940, to the northwest corner of the northeast quarter of the southeast quarter of said Section 17;

thence continuing southerly, along the west line of said subdivision and said city limits to south line of the north 30.00 feet of the northwest quarter of the southeast quarter of said Section 17, also being the easterly prolongation of the south right of way margin of SE 232<sup>nd</sup> Street and the northeast corner of the Kent City Limits as established by Kent Ordinance #2727, as recorded under King County Recording Number 8708120082;

thence westerly, along said south line and said city limits, to the east line of the plat of Park Orchard Division No. 4, as recorded in Volume 68 of plats, pages 58 through 60, records of King County;

thence generally southerly, along the easterly line of said plat and said city limits, to the south line of the northwest quarter of the southeast quarter of said Section 17 and the Kent City Limits as established by Kent Ordinance #1506, as recorded under King County Recording Number 7505060484;

thence westerly, along the south line of said plat and said city limits, to the northeast corner of the southeast quarter of the southwest quarter of said Section 17 and the northeast corner of the Kent City Limits as established by Kent Ordinance #1290, as recorded under King County Recording Number 7505060500;

thence continuing westerly, along the north line of said subdivision and said city limits, to the southeast corner of the northwest quarter of the southwest quarter of said Section 17 and the southeast corner of the Kent City Limits as established by Kent Ordinance #1223 under King County Auditor's File Number 5668321;

thence northerly, along the east line of said subdivision and said city limits, to the northeast corner thereof;

thence westerly, along the north line of said subdivision, and the east line of the Kent City Limits as established by Kent Ordinance #2111, under King County Recording Number 7809011099, to the northeast corner of the lands described in said Ordinance #2111, also being the westerly right of way margin of SR 515 (also known as 104<sup>th</sup> Ave SE, also known as the Benson Road SE);

thence north, along said westerly margin and said city limits, to the southeast corner of the Kent City Limits as established by Kent Ordinance #2703, as recorded under King County Recording Number 8703191033;

thence generally northerly, along the west margin of said SR 515 and said city limits, to the south line of the north half of the northwest quarter of the northwest quarter of said Section 17;

thence westerly, along said south line and said city limits, to the east right of way margin of 100<sup>th</sup> Avenue SE;

thence northerly, along said east margin and said city limits and the Kent City Limits as established by Kent Ordinance #3210 as recorded under King County Recording Number 9504190117 and Kent Ordinance #3193 recorded under King County Recording Number 9411230694, to the north line of the southwest quarter of the northwest quarter of the southwest quarter of Section 8, Township 22 North, Range 5 East, W.M.;

thence westerly, along said north line and said city limits, to the northeast corner of the southeast quarter of the northeast quarter of the southeast quarter of Section 7, Township 22 North, Range 5 East, W.M.;

thence westerly, along the north line of said subdivision and said city limits, to the easterly right of way margin of 98<sup>th</sup> Avenue South;

thence southerly, along said east margin and said city limits, to the southerly right of way margin of South 218<sup>th</sup> Street;

thence westerly, along said southerly margin and said city limits and the Kent City Limits as established by Kent Ordinance #2611, as recorded under King County Recording Number 8606190789, to the southeast corner of the Kent City Limits as established by Kent Ordinance #2860, under King County Recording Number 8908240680, and the southerly prolongation of the west right of way margin of aforesaid 98<sup>th</sup> Avenue South;

thence northerly, along said west margin and its prolongation and said city limits, to the east west center of section line of said Section 7;

thence westerly, along said east west center of section line and said city limits, to the southeast corner of the southwest quarter of the northeast quarter of said Section 7 and the east line of the Kent City Limits as established by Kent Ordinance #2035, as recorded under King County Recording Number 7708020744;

thence northerly, along the east line of said subdivision and said city limits, to the northeast corner of said subdivision;

thence westerly, along the north line of said southwest quarter of the northeast quarter and said city limits, to the southeasterly right of way margin of South 212<sup>th</sup> Street;

thence southwesterly, along said southeasterly margin and said city limits, to the west line of the east half of the northwest quarter of the northeast quarter of said Section 7 and a point on the Kent City Limits as established by Kent Ordinance #3099, as recorded under King County Recording Number 9305110613;

thence northerly, along said west line and said city limits, to the northwesterly right of way margin of said South 212<sup>th</sup> Street;

thence northeasterly and easterly, along said northwesterly margin, the northwesterly right of way margin of South 212<sup>th</sup> Way, the northerly right of way margin of South 208<sup>th</sup> Street and said city limits, to the westerly right of way margin of 100<sup>th</sup> Avenue SE;

thence northerly, along said westerly margin and said city limits, to the TRUE POINT OF BEGINNING.

**Exhibit B**

**AFTER RECORDING RETURN TO:  
City of Kent, Washington**

**QUIT CLAIM DEED**

**GRANTOR – KING COUNTY  
GRANTEE - CITY OF KENT  
LEGAL --  
TAX NO. – N/A**

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, for and in consideration of mutual benefits, receipt of which is hereby acknowledged, conveys and quit claims unto the Grantee, the CITY OF KENT, a municipal corporation of the State of Washington, those certain real property interests, as legally described in Exhibit A, attached hereto and made a part of this Deed together with any after-acquired title which the Grantor may acquire.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

KING COUNTY, WASHINGTON

BY \_\_\_\_\_

TITLE \_\_\_\_\_

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF KING        )

I certify that \_\_\_\_\_ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the \_\_\_\_\_ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_



**Exhibit C**

**King County Roads-Related Parcels Transferring to the City of Kent**

**(1) Tax Parcel #:** 092205-9183  
**Address:** 430' easterly of 116th Ave SE to 1,250' easterly of 132nd Ave SE  
**Physical Description:** Retention/Detention Pond

Legal Description:

TRACT "X":  
THE WEST 60 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER LESS THE SOUTH 200 FEET OF SECTION 9, TOWNSHIP 22, RANGE 5 EAST WM;  
TOGETHER WITH THE SOUTH 200 FEET OF THE EAST THREE-QUARTERS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION;  
EXCEPT THAT PORTION LYING WITHIN SOUTHEAST 208TH STREET;  
AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6527008, KING COUNTY, WASHINGTON.  
EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT "X" LYING SOUTHERLY OF A LINE 275 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SOUTHEAST 208TH STREET AS SURVEYED BY KING COUNTY ROAD SURVEY NO. 8-22-5-19, AND THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 5 EAST, WM; EXCEPT THE WEST 60 FEET; AND EXCEPT THE SOUTH 200 FEET;  
AND EXCEPT THAT PORTION LYING WITHIN SOUTHEAST 208TH STREET;  
AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 6527008; KING COUNTY, WASHINGTON;  
DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING  
30 FEET SOUTH OF THE CENTERLINE OF SOUTHEAST 208TH STREET AS SURVEYED BY KING COUNTY ROAD SURVEY NO. 8-22-5-19;

THENCE SOUTHERLY ALONG THE WEST LINE A DISTANCE OF 245 FEET;  
THENCE NORTH 46°13'14" EAST 56.57 FEET;  
THENCE SOUTH 71°08'43" EAST 181.53 FEET;  
THENCE SOUTH 88°46'46" EAST 60.30 FEET TO THE EAST LINE PARCEL;  
THENCE NORTHERLY 260 FEET ALONG THE EAST LINE OF SAID PARCEL TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE WESTERLY AND PARALLEL WITH THE CENTERLINE OF SOUTHEAST 208TH STREET,  
ALONG THE NORTHERLY LINE OF SAID PARCEL A DISTANCE OF 273.30 FEET  
TO THE POINT OF  
BEGINNING.

**(2) Tax Parcel #: 042205-9084**

Address: North of SE 208<sup>th</sup> Street and west of 120<sup>th</sup> Avenue SE

Physical Description: Unimproved parcel purchased for road-widening project

Legal Description:

Parcel A:

The East 100 feet of the West 856 feet of the South 230 feet of Government Lot 6 in Section 4, Township 22 North, Range 5 East, W.M., in King County, Washington;  
EXCEPT those portions for Southeast 208th Street as established of record and by deed conveyed to King County under Recording Number 6536579.

Parcel B:

That portion of Tract "X" lying with the East 100 feet of the West 956 feet of the South 230 feet of Government Lot 6 in Section 4, Township 22 North, Range 5 East, W.M., in King County, Washington:

Tract "X":

Beginning at the intersection of the South line of Government Lot 6 in said Section 4 with the Easterly line of the

West 462 feet of said Government Lot 6;

Thence East along the South line of said Government Lot 6 a distance of 494 feet:

Thence North parallel with the West line of said Government Lot 6, 170 feet, more or less, to the thread of a small stream;

Thence Northwesterly along the thread of said stream to the intersection of the North line of the South 300 feet of said Government Lot 6;

Thence West along said North line to its intersection with the East line of the West 462 feet of said Government Lot 6;

Thence Southerly along said East line 300 feet to the true point of beginning;

EXCEPT the East 100 feet of the West 856 feet of the South 230 feet of said Government Lot 6;

AND EXCEPT those portions for Southeast 208th Street as established of record and as conveyed by deeds to King

County under Recording Numbers 6536579 and 9604180847.

**(3) Tax Parcel #: 092205-9046**

Address: Between 116th Ave SE & 132nd Ave SE on SE 208th Street

Physical Description: Retention/Detention Pond

Legal Description:

East 264 feet of north half of the northeast quarter of the northeast quarter of the northeast quarter in Section 9, Township 2 North, Range 5 East, W.M., in King County, Washington; LESS that portion lying within 132<sup>nd</sup> Avenue Southeast and Southeast 208<sup>th</sup> Street

**Exhibit D**

**Greenbelt-Related Properties:**

**Coronado Knolls, Parcel #162205-9091 and Meridian Highlands-POR #162205-9099,  
Legal Descriptions Combined by Pacific Northwest Title Company**

**Coronado Knolls**

Tax Parcel #: 162205-9091  
Address: At the intersection of SE 231<sup>st</sup> Street and 127<sup>th</sup> Avenue SE  
Physical Description: Greenbelt dedicated through Warranty Deed

**Meridian Highlands-POR**

Tax Parcel #: 162205-9099  
Address: East of 124<sup>th</sup> Avenue SE  
Physical Description: Open Space by Statutory Warranty Deed

**Legal Descriptions Combined by Pacific Northwest Title Company Coronado Knolls  
and Meridian Highlands, as follows:**

**PARCEL A:**

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF;  
THENCE NORTH 01°10'28" EAST ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 140.00 FEET;  
THENCE NORTH 45°25'39" WEST A DISTANCE OF 101.10 FEET;  
THENCE NORTH 89°14'57" WEST A DISTANCE OF 100.00 FEET;  
THENCE NORTH 14°31'03" EAST A DISTANCE OF 63.48 FEET;  
THENCE NORTH 75°28'57" WEST A DISTANCE OF 56.00 FEET;  
THENCE NORTH 14°31'03" EAST A DISTANCE OF 148.00 FEET;  
THENCE NORTH 75°28'57" WEST A DISTANCE OF 29.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 75°28'57" WEST A DISTANCE OF 46.48 FEET TO A CURVE TO THE RIGHT FROM WHENCE THE RADIUS POINT BEARS NORTH 14°31'03" EAST;  
THENCE NORTHWESTERLY 31.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 126.00 FEET AND A DELTA ANGLE OF 14°21'55";  
THENCE LEAVING SAID CURVE NORTH 28°52'58" EAST A DISTANCE OF 104.28 FEET;  
THENCE NORTH 46°16'24" WEST A DISTANCE OF 240.29 FEET;  
THENCE NORTH 11°28'35" WEST A DISTANCE OF 133.94 FEET;

THENCE NORTH 76°19'01" EAST A DISTANCE OF 60.04 FEET;  
THENCE SOUTH 11°28'35" EAST A DISTANCE OF 117.46 FEET;  
THENCE SOUTH 16°16'24" EAST A DISTANCE OF 225.48 FEET;  
THENCE SOUTH 88°49'32" EAST A DISTANCE OF 30.19 FEET;  
THENCE SOUTH 01°10'28" WEST A DISTANCE OF 32.00 FEET TO A POINT ON A  
CURVE TO THE RIGHT  
FROM WHENCE THE RADIUS POINT BEARS NORTH 88°49'32" WEST;  
THENCE SOUTHWESTERLY 63.34 FEET ALONG THE ARC OF SAID CURVE  
HAVING A RADIUS OF  
272.00 FEET AND A DELTA ANGLE OF 13°20'35";  
THENCE LEAVING SAID CURVE SOUTH 14°31'03" WEST A DISTANCE OF 43.43  
FEET TO A POINT ON  
A CURVE TO THE RIGHT FROM WHENCE THE RADIUS POINT BEARS NORTH  
75°28'57" WEST;  
THENCE SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE  
HAVING A RADIUS OF  
25.00 FEET AND A DELTA ANGLE OF 90°00'00" TO THE TRUE POINT OF  
BEGINNING.

PARCEL B:

THAT PORTION OF THE W 1/2 OF THE NE 1/4, OF SECTION 16, TOWNSHIP 22  
NORTH, RANGE 5 EAST,  
W.M. KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:  
BEGINNING AT THE SW CORNER OF SAID W 1/2;  
THENCE N01°06'28"E ALONG THE WEST LINE OF SAID W 1/2 A DISTANCE OF  
1759.50 FEET TO THE NORTHWESTERLY CORNER OF THE PLAT OF MERIDIAN  
HIGHLANDS AS RECORDED IN RECORDS OF KING COUNTY, WASHINGTON,  
AND THE TRUE POINT OF BEGINNING;  
THENCE ALONG THE NORTHERLY LINE OF SAID PLAT S 57°37'03" E A  
DISTANCE OF 189.28 FEET;  
THENCE S 51°23'04" E A DISTANCE OF 73.21 FEET; THENCE S 38°36'56" W TO THE  
NORTHERLY MARGIN OF S.E. 227TH STREET A DISTANCE OF 100.00 FEET;  
THENCE S 51°23'04" E ALONG SAID NORTHERLY MARGIN A DISTANCE OF 75.00  
FEET;  
THENCE N 38°36'56" E A DISTANCE OF 100.00 FEET;  
THENCE S 53°28'25" E A DISTANCE OF 78.10 FEET;  
THENCE S 40°50'15" E A DISTANCE OF 703.62 FEET;  
THENCE S 32°57'45" E A DISTANCE OF 90.40 FEET;  
THENCE S 15°54'26" E A DISTANCE OF 81.89 FEET;  
THENCE N 76°19'01" E A DISTANCE OF 30.02 FEET;  
THENCE N 15°54'26" W A DISTANCE OF 87.55 FEET;  
THENCE N 32°57'45" W A DISTANCE OF 96.96 FEET;  
THENCE N 40°50'15" W A DISTANCE OF 709.01 FEET;  
THENCE N 53°28'25" W A DISTANCE OF 80.85 FEET;  
THENCE N 51°23'04" W A DISTANCE OF 149.32 FEET;

THENCE N 57°37'03" W A DISTANCE OF 209.14 FEET;  
THENCE S 01°06'28" W A DISTANCE OF 35.10 FEET TO THE TRUE POINT OF  
BEGINNING

**Glenmar, Tract A**

Tax Parcel #: 279610-0800  
Address: At the intersection of SE 231<sup>st</sup> Street and 127<sup>th</sup> Avenue SE  
Physical Description: Greenbelt dedicated through Warranty Deed

**Legal Description:**

TRACT A, GLENMAR, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 105 OF PLATS,  
PAGES 28 AND 29, IN KING COUNTY, WASHINGTON (TAX ACCOUNT #279610-  
0800)

**Glencarin No. 3, Tract A**

Tax Parcel #: 278732-0800  
Address: East of 121<sup>st</sup> Place SE and south of SE 218<sup>th</sup> Place  
Physical Description: Greenbelt by "Deed" (tax title purchased by WLRD)

**Legal Description:**

TRACT A, GLENCARIN NUMBER 3, AS RECORDED IN VOLUME 109 OF PLATS,  
PAGES 5, 6 AND 7,  
RECORDS OF KING COUNTY, WASHINGTON (TAX ACCOUNT #278732-0800)

**Glencarin Trace, Tract A**

Tax Parcel #: 278750-0370  
Address: East of 121<sup>st</sup> Place SE and south of SE 218<sup>th</sup> Place

**Legal Description:**

TRACT A, GLENCARIN TRACE, ACCORDING TO THE PLAT THEREOF RECORDED  
IN VOLUME 108 OF  
PLATS, PAGES 83 AND 84, IN KING COUNTY, WASHINGTON (Tax Account #278750-  
0370-06)

Tax Parcel #: 432421-0190  
Address: East of 124<sup>th</sup> Avenue SE

**Legal Description:**

TRACT A, LINDA CREST DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN  
VOLUME 137 OF PLATS, PAGES 70 THROUGH 72, INCLUSIVE, IN KING COUNTY,  
WASHINGTON (TAX ACCOUNT #432421-0190)

**Linda Crest Division No. 2, Tract A**

Tax Parcel #: 432421-0190  
Address: East of 124<sup>th</sup> Avenue SE

**Legal Description:**

TRACT A, LINDA CREST DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN

VOLUME 137 OF PLATS, PAGES 70 THROUGH 72, INCLUSIVE, IN KING COUNTY, WASHINGTON.

**Linda Highlands Division 1, Tracts A & B**

Tax Parcel #: 432455-0510 & 432455-0520  
Address: East of 124<sup>th</sup> Avenue SE  
Physical Description: Open Space by Statutory Warranty Deed

**Legal Description:**

TRACTS A AND B, LINDA HIGHLANDS DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 91 OF PLATS, PAGE 25, IN KING COUNTY, WASHINGTON.

**Misty Meadows, Tract B**

Tax Parcel #: 556170-0510  
Address: Southeast of 232nd Place SE

**Legal Description:**

TRACT B, MISTY MEADOWS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 105 OF PLATS, PAGES 62 AND 63 IN KING COUNTY, WASHINGTON (Tax Account Number 556170-0510)

**Misty Meadows No. 2, Tract A**

Tax Parcel #: 556171-0450  
Address: South of SE 231<sup>st</sup> Way and east of 127<sup>th</sup> Avenue SE

**Legal Description:**

TRACT A, MISTY MEADOWS NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 106 PLATS, PAGES 62 AND 63 IN KING COUNTY, WASHINGTON

**Wildwood Estates #2, Tract A QC DEED**

Tax Parcel #: 941271-0509  
Address: East of and adjacent to 140<sup>th</sup> Avenue SE

**Legal Description:**

TRACT A, WILDWOOD ESTATES NUMBER 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 99 OF PLATS, PAGES 25 AND 26, IN KING COUNTY, WASHINGTON (Tax Account ##941271-0509)

**Wildwood Estates No. 2 - POR QC DEED**

Tax Parcel #: 152205-9139  
Address: Southwest of 140<sup>th</sup> Avenue SE  
Physical Description: Open Space dedicated by quitclaim deed

**Legal Description:**

THAT PORTION OF THE W1/2 OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 5 EAST WM KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF TRACT A IN THE PLAT OF WILDWOOD ESTATES NO. 2, AS RECORDED IN VOL 99 OF PLATS ON PAGES 25 AND 26 RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID TRACT N18°13'51"W, 43.96 FEET; THENCE N33°40'32"W, 202.46 FEET, THENCE N43°49'28"E, 108.97 FEET; THENCE S27°06'07"E, ALONG THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 10.00 FEET MORE OR LESS TO THE MARGIN OF 140TH AVE. S.E. AS ESTABLISHED BY KING COUNTY SUPERIOR COURT CAUSE NO. 35336; THENCE SOUTHERLY ALONG SAID MARGIN TO THE INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID PLAT; THENCE S82°21'28"W, ALONG SAID PROLONGATION, 50.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

**Crown Royal, Tract C**

Tax Parcel #: 186290-TRCT  
Address: Adjacent to the west side of 120<sup>th</sup> Avenue SE, south of SE 216<sup>th</sup> Street  
Physical Description: Private ownership in common by certain lots within the tract; King County not granted property interest.

Legal Description:

CROWN ROYAL, TRACT C, as recorded in Volume 152 of Plats, pages 94-99, records of King County, Washington (Tax Account #186290-TRCT)

**Hillshire Terrace, Tract E**

Tax Parcel #: 337450-UNKN  
Address: Adjacent to the west side of 120<sup>th</sup> Avenue SE, south of SE 216<sup>th</sup> Street  
Physical Description: Private ownership; maintained by King County for future right-of-way

Legal Description:

HILLSHIRE TERRACE, TRACT E, as recorded in Volume 148 of Plats, page 6, records of King County, Washington (Tax Account #337450-UNKN)

**Kirk's Addition, Tract A**

Tax Parcel #: 388310-UNKN  
Address: East of 105<sup>th</sup> Place SE and North of SE 207<sup>th</sup> Street.  
Physical Description: Pedestrian tract dedicated to King County on the fact of the plat.  
Legal Description:



KIRK'S ADDITION, TRACT A, as recorded in Volume 120 of Plats, page 58-59, records of King County, Washington (Tax Account #388310-UNKN)

**Matheson Park Division 1, Tract F**

Tax Parcel #: 520180-TRCT  
Address: West of 129<sup>th</sup> Place SE and South of SE 221<sup>st</sup> Place  
Physical Description: Dedicated to King County for ingress, egress and utility tract and as future access for lots in Matheson Park #2.

Legal Description:

MATHESON PARK DIVISION 1, TRACT F, as recorded in Volume 170 of Plats, pages 16-19, records of King County, Washington (Tax Account #520180-TRCT)

**Meadow Green Estates, Tracts C and G**

Tax Parcel #: 541980-UNKN  
Address: South of 122<sup>nd</sup> Avenue SE  
Physical Description: Dedicated to King County as access tracts to Tracts A and B

Legal Description:

MEADOW GREEN ESTATES, TRACTS C and G, as recorded in Volume 112 of Plats, pages 80-82, records of King County, Washington (Tax Account #541980-UNKN)

**Meridian Highlands, Tract A**

Tax Parcel #: No lot number assigned  
Address: South of 126<sup>th</sup> Place SE  
Physical Description: Walkway tract dedicated to King County on face of the plat. Shows as right-of-way in *iMap* and as 10-foot walkway on Assessor's Map.

Legal Description:

MERIDIAN HIGHLANDS, TRACT A, as recorded in Volume 94 of Plats, pages 46-47, records of King County, Washington (No tax number assigned)

**Summerglen Division III, Tract F**

Tax Parcel #: 807856TRCT  
Address: Adjacent to the northeast side of 126<sup>th</sup> Court SE  
Physical Description: Dedicated on face of plat to King County as access to Tract A in Summerglen Plat.

Legal Description:

SUMMERGLEN DIVISION III, TRACT F, as recorded in Volume 140 of Plats, pages 53-56, records of King County, Washington (Tax Account #807857-TRCT)

**Summer Glen East, Tracts A, B and C**

Tax Parcel #: 807810-TRCT

Address: Adjacent to south side of SE 221<sup>st</sup> Place and adjacent to east side of 129<sup>th</sup> Place SE

Physical Description: Tracts A and B are native growth protection easement tracts and identified as "Soos Creek Wetlands #75". Tract C is a pedestrian access tract owned and maintained by King County according to the plat.

Legal Description:

SUMMER GLEN EAST, TRACTS A, B and C, as recorded in Volume 155 of Plats, pages 98-102, records of King County, Washington (Tax Account #807810-TRCT)

**Todd's Addition, Tract B**

Tax Parcel #: 865400-UNKN

Address: Adjacent to southeast side of 104<sup>th</sup> Avenue SE

Physical Description: Pedestrian tract dedicated to King County on the face of the plat.

Legal Description:

TODD'S ADDITION, TRACT B, as recorded in Volume 120 of Plats, pages 60-61, records of King County, Washington (Tax Account #865400-UNKN)

**West Creek Meadows, Tracts and D**

Tax Parcel #: 926580-TRCT

Address: Identified as SE 216<sup>th</sup> Lane

Physical Description: Access to Tracts C and F, dedicated to King County on face of plat.

Legal Description:

WEST CREEK MEADOWS, TRACTS A and D, as recorded in Volume 154 of Plats, pages 53-57, records of King County, Washington (Tax Account #926580-TRCT)

## **Exhibit E**

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

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

THIS AGREEMENT is made and entered by and between the City of Kent, a State of Washington municipal corporation ("City"), and King County, a political subdivision of the State of Washington ("County"). Together, the City and the County are referred to as the "Parties" to this Agreement.

WHEREAS, the City has identified the Panther Lake Potential Annexation Area ("PAA") in its comprehensive plan, consistent with the requirements of the state Growth Management Act ("GMA") and the Countywide Planning Policies adopted consistent with GMA. The PAA is hereinafter referred to as the "Annexation Area;" and

WHEREAS, on an election date in November 2009, the citizens of the Annexation Area had an opportunity to vote on whether to annex to the City, and the voters approved annexation of the Annexation Area; and

WHEREAS, annexation of the Annexation Area to the City will become effective on or before July 1, 2010; and

WHEREAS, the City and the County desire to facilitate an orderly transition of services associated with the Annexation Area; and

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, it is agreed by and between the City and the County as follows:

#### **1. Conveyance of Title**

- 1.1. Timely following execution of this Agreement, King County shall convey to the City by deed all its ownership interest in the following listed park/recreation sites, which are described more fully in Exhibits E-1 and E-2 (the "Property"):

**Park Orchard Park**  
**Green Tree Park**  
**Green Tree Park Tract A – Open Space**  
**North Meridian Park**

- 1.2 The deeds shall also 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:

All deeds shall contain the following covenants:

"The City covenants that the Property shall continue to be used in perpetuity for park or recreation purposes unless other equivalent lands or facilities within the county or the city are received in exchange therefore and the replacement lands or facilities are used in perpetuity for park or recreation purposes."

"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."

The deed for Park Orchard Park shall also contain the following covenants:

"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 will continue to be used for the purposes contemplated by Resolution 34571, 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, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore."

"The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

All deeds shall also contain the following covenant:

"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."

- 1.3 The County shall also convey to the City all of the County's right, title and interest in certain personal property and appurtenances ("the Personal Property") associated with the Property, including but not limited to structures, fencing, irrigation and asphalt as identified in Exhibit E-3. The City agrees to accept the Personal Property in AS IS condition, and to assume full and complete responsibility for the Personal Property. 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 Personal Property, and no official, employee, representative or agent of King County is authorized otherwise. The City acknowledges and agrees that the County shall have no liability for, and that the City shall release, hold harmless, and indemnify the County, and shall have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Personal Property, without regard to whether such defect or deficiency was known to or discoverable by the City or the County.

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

3.1 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.

3.2 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.

3.3 The City acknowledges and agrees that, except as indicated in paragraphs 4.2 and 5.1 of this Agreement, the County shall have no liability for, and that the City shall hold harmless, indemnify and 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.

## **4. Environmental Liability**

4.1 "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.

4.2 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.

- 4.3 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 notify the County in writing. Such notice shall in no event be provided more than 90 days after discovery. The Parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- 4.4 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.

## **5. Indemnification and Hold Harmless**

- 5.1 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, (i) 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/or (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Article 4 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, then King County shall satisfy the same.
- 5.2 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.
- 5.3 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, (i) 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/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Article 4 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, then the City shall satisfy the same.

5.4 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.

5.5 Each Party agrees that its obligations under this Article 5 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.

## **6. Audits and Inspections**

6.1 Until December 31, 2020, any of either Party's records related to any matters covered by this Intergovernmental Agreement 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.

## **7. Waiver and Amendments**

7.1 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.

## **8. Entire Agreement and Modifications**

8.1 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.

## **9. Duration and Authority**

9.1 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.

## 10. Notice

10.1 Any notice provided for herein shall be sent to the respective Parties at:

King County:

Kevin Brown, Director  
Parks and Recreation Division, DNRP  
King Street Center Rm. 700  
201 S. Jackson Street  
Seattle, WA 98104

City of Kent:

John Hodgson  
Chief Administrative Officer  
City of Kent  
220 Fourth Ave S.  
Kent, WA 98032

## 11.0 General Terms and Conditions

- 11.1 **Severability.** In the event any portion of this Agreement is found to be invalid by the Superior Court of King County, Washington, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court also rules that the principal purpose and intent of this Agreement should and/or must be defeated, invalidated or voided.
- 11.2 **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of each Party hereto, its successors and assigns.
- 11.3 **Legal Relationships.** The Parties to this Agreement execute and implement this Agreement solely as grantor and grantee. No partnership, joint venture or joint undertaking shall be construed from this Agreement. This Agreement creates no right, interest, duty, obligation, or cause of action in any person or entity not a party to it.
- 11.4 **Captions.** The captions of any articles, paragraphs or sections and other formatting contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.
- 11.5 **Cooperation.** The Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.
- 11.6 **Governing Law; Jurisdiction and Venue; Attorneys' Fees.** This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law or choice of law provisions. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue. The Parties agree to submit to the personal



jurisdiction of that court. The prevailing Party in any dispute arising out of or relating to the interpretation of this Agreement, including those disputes brought in Superior Court and/or on appeal, shall be entitled to reasonable attorney's fees and costs including expert witness fees.

- 11.7 **Assignment.** The City may not assign this Agreement or any rights hereunder without the County's prior written consent.
- 11.8 **Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. If there is any conflict between the terms and provisions of this Agreement, and the terms and provisions of the deeds executed to convey the Property, then the terms and provisions of the deeds shall control. All Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each party must determine if they wish to obtain and pay for such legal review. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

11.9 **Exhibits.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference. To the extent there is any conflict between Exhibits E-1 and E-2, then E-1 shall control.

Exhibit E-1	Legal Descriptions of Property
Exhibit E-2	Illustration of Property
Exhibit E-3	List of Personal Property

IN WITNESS WHEREOF, the Parties have executed this Agreement.

King County  
City of Kent

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

\_\_\_\_\_  
City Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

Approved as to Form:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NOTARY BLOCKS APPEAR ON FOLLOWING PAGE**

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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 \_\_\_\_\_, 2010, 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 E-1

### Legal Descriptions

#### **1. Park Orchard Park**

Tax Parcel #: 172205-9270  
Address: Accessed off SE 230 Street, lying east of 110<sup>th</sup> Avenue SE  
Physical Description: 6.33-acre Park (275,734 sq. ft.)  
Legal Description:

PARCEL A:  
THE NORTH 417.64 FEET OF THE EAST 638.95 FEET OF THE SOUTHWEST  
QUARTER OF THE  
NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 22 NORTH, RANGE 5 EAST,  
W.M., IN KING  
COUNTY, WASHINGTON.  
EXCEPT THE SOUTH 208.72 FEET OF THE WEST 208.72 FEET THEREOF.

PARCEL B:  
THE SOUTH 208.72 FEET OF THE NORTH 417.44 FEET OF THE WEST 208.72 FEET  
OF THE EAST HALF  
OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER IN SECTION 17,  
TOWNSHIP 22  
NORTH, RANGE 5 E.W.M., IN KING COUNTY, WASHINGTON; AND THE WEST 30  
FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST  
QUARTER IN SECTION 17, TOWNSHIP 22 NORTH, RANGE 5 E.W.M., IN KING  
COUNTY, WASHINGTON.  
EXCEPT THE NORTH 417.44 FEET THEREOF; AND  
EXCEPT THE SOUTH 608 FEET THEREOF.

#### **2. Green Tree Park**

Tax Parcel #: 092205-9129  
Address: On north side of SE 216<sup>th</sup> Street and west of 121<sup>st</sup> Place SE  
Physical Description: .054-acre Park (23,522 sq. ft.)  
Legal Description:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 22  
NORTH, RANGE 5 EAST,  
W.M., IN KING COUNTY, WASHINGTON AND PROCEEDING  
THENCE SOUTH 88°58'18" EAST 1328.08 FEET ALONG THE CENTER LINE OF SE  
208TH ST.;  
THENCE SOUTH 1°11'28" WEST 626.71 FEET ALONG THE WEST LINE OF THE  
HARMONELL  
SUBDIVISION TO THE SOUTHWEST CORNER THEREOF, BEING THE  
NORTHWEST CORNER OF  
CARENA TERRACE DIVISION NO. 1;

THENCE SOUTH 1°11'28" WEST 754.16 FEET TO THE SOUTHWEST CORNER OF  
CARENA TERRACE  
DIVISION NO. 1;  
THENCE SOUTH 1°11'28" WEST 990.39 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 1°11'28" WEST 234.00 FEET;  
THENCE SOUTH 89°14'27" EAST 100.00 FEET;  
THENCE NORTH 1°11'28" EAST 234.00 FEET;  
THENCE NORTH 89°14'27" WEST 100.00 FEET TO THE POINT OF BEGINNING.

**3. Green Tree Park East, Tract A – Open Space**

Tax Parcel #: 289300-0080  
Address: On north side of SE 216<sup>th</sup> Street and west of 121<sup>st</sup> Place SE  
Physical Description: .63-acre Park (27,450 sq. ft.)  
Legal Description:  
TRACT A, GREENTREE EAST, ACCORDING TO THE PLAT THEREOF RECORDED  
IN VOLUME 96 OF  
PLATS, PAGES 24 AND 25, IN KING COUNTY, WASHINGTON (TAX ACCOUNT  
#289300-0080)

**4. North Meridian Park**

Tax Parcel #: 162205-9015  
Address: On east side of 120<sup>th</sup> Avenue SE, 22000 block  
Physical Description: 35.29-acre Park (1,537,232 sq. ft.)  
Legal Description:  
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16,  
TOWNSHIP 22 NORTH,  
RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.  
EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE  
NORTHWEST QUARTER OF  
SECTION 16, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY,  
WASHINGTON;  
THENCE NORTH 1°03'25" EAST ALONG THE WEST LINE OF SAID SUBDIVISION,  
822.34 FEET TO THE  
NORTHWEST CORNER OF THE SOUTH 25 ACRES OF SAID SUBDIVISION AND  
THE TRUE POINT OF  
BEGINNING;  
THENCE CONTINUING NORTH 1°03'25" EAST 450.00 FEET;  
THENCE SOUTH 89°14'52" EAST PARALLEL WITH THE SOUTH LINE OF SAID  
SUBDIVISION A  
DISTANCE OF 450.00 FEET;  
THENCE SOUTH 1°03'25" WEST PARALLEL WITH THE WEST LINE OF SAID  
SUBDIVISION 450.00 FEET  
TO THE NORTH LINE OF THE SOUTH 25 ACRES OF SAID SUBDIVISION;  
THENCE NORTH 89°14'52" WEST ALONG SAID NORTH LINE 450.00 FEET TO THE  
TRUE POINT OF  
BEGINNING (TAX ACCOUNT #162205-9015)

**EXHIBIT E-2**

**ILLUSTRATION OF PARKS – PARK ORCHARD PARK**

Image below is a color aerial photo of the area as described above.



**EXHIBIT E-2**  
**ILLUSTRATION OF PARKS – GREEN TREE PARK**  
Image below is a color aerial photo of the area as described above.





**EXHIBIT E-2**  
**ILLUSTRATION OF PARKS – GREEN TREE PARK TRACT A OPEN SPACE**

Image below is a color aerial photo of the area as described above.





**EXHIBIT E-2**  
**ILLUSTRATION OF PARKS – NORTH MERIDIAN MERIDIANGREEN TREE**  
**PARK TRACT A OPEN SPACE PARK**

Image below is a color aerial photo of the area as described above.



**NORTH MERIDIAN**

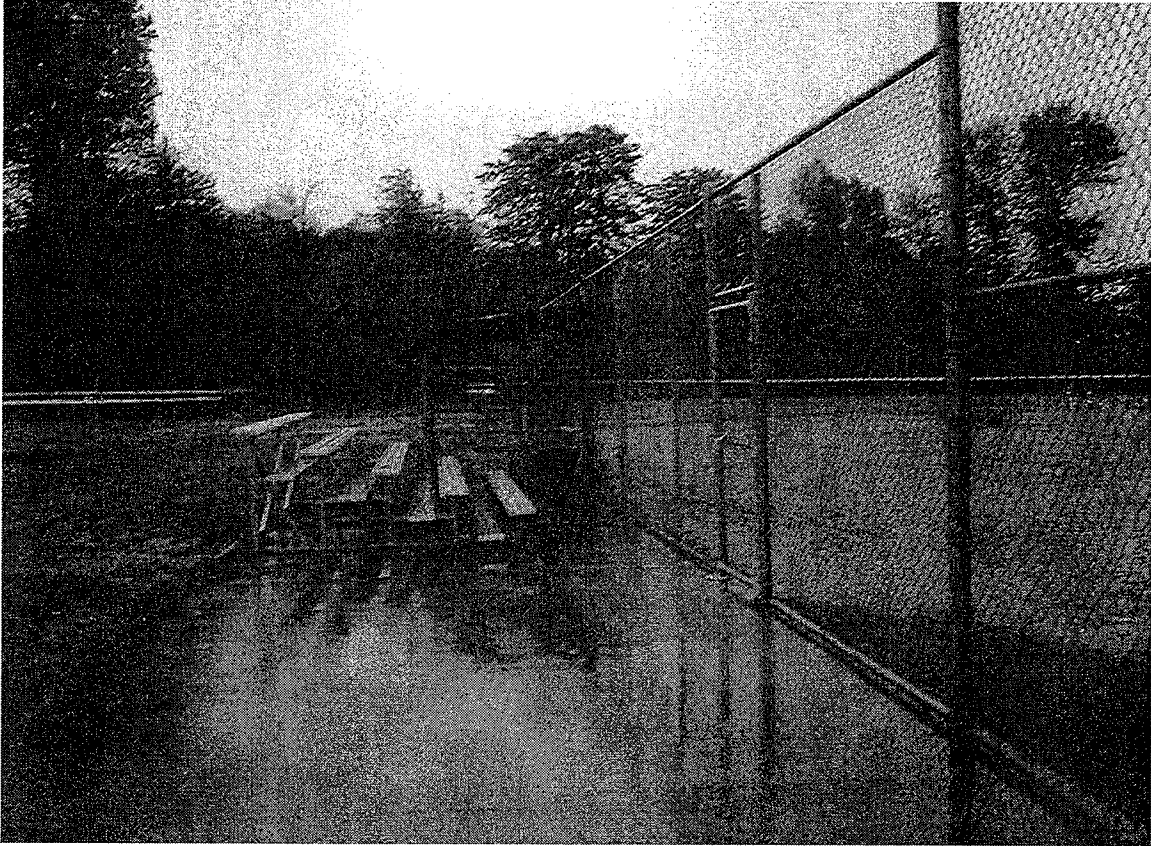
**EXHIBIT E-3**  
**List of Personal Property**

Green Tree Park: 2 benches, multipurpose court with basketball hoop, play equipment, picnic table and fencing.

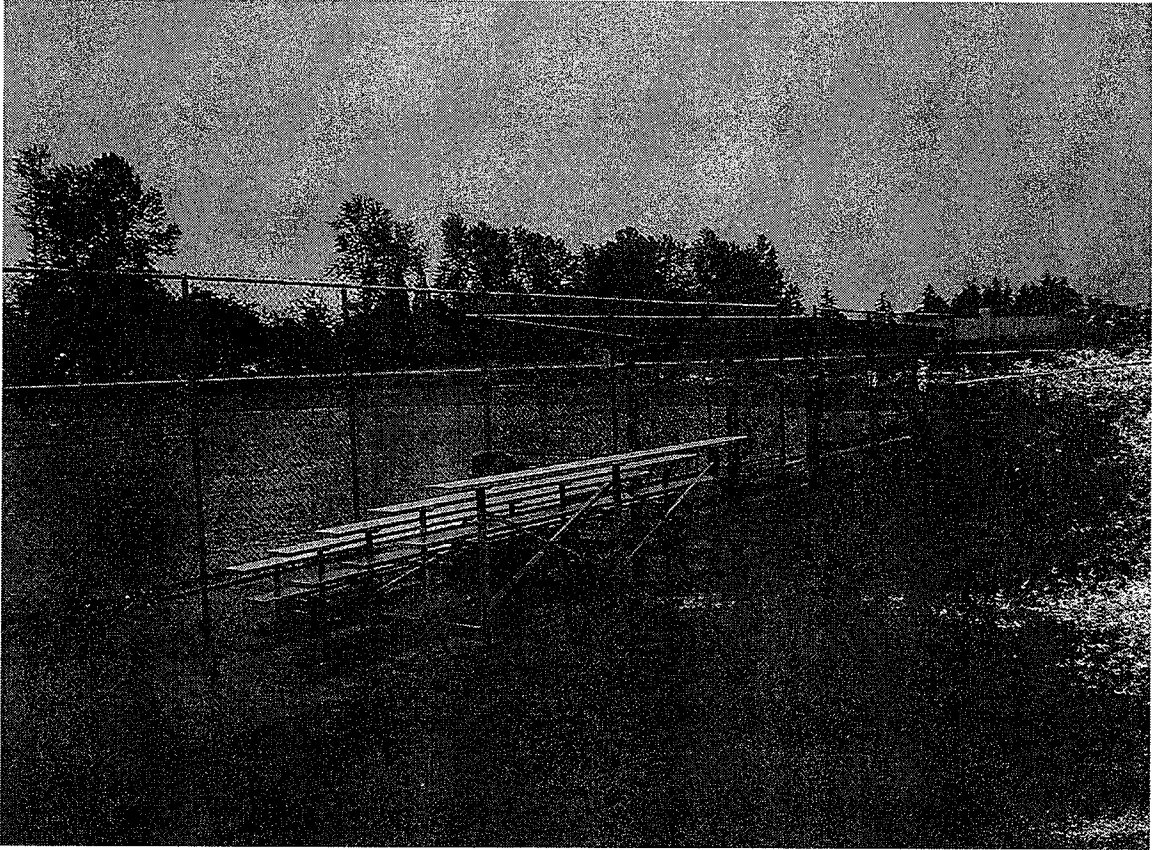
North Meridian Park: 2 baseball fields (including 2 full sets of bases and pitching rubbers, 4 bleachers), bollards, parking lot, irrigation, and ball field fencing with safety top on outfield perimeter. (Note: Irrigation infrastructure at the park is part of the park. It is connected to the school for service.) Electrical system of undetermined origin and functionality.

Park Orchard Park: Fencing, gate and picnic shelter.

**EXHIBIT E-3**  
**Lake Meridian Park**



**EXHIBIT E-3  
LAKE MERIDIAN PARK PAGE 2**



**EXHIBIT E-3  
GREEN TREE PARK**

