



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 13, 2006

Ordinance 15663

Proposed No. 2006-0557.3

Sponsors Constantine

1 AN ORDINANCE authorizing the executive to enter into
2 interlocal agreement with the city of Renton relating to the
3 annexation of a majority of the East Renton Plateau
4 potential annexation area and transferring certain local
5 parks and surface water facilities and property interests to
6 the city.

7

8

9

STATEMENT OF FACTS:

10

1. King County's Annexation Initiative encourages the expedited
11 annexation of all remaining urban unincorporated areas in order to achieve
12 both financial stability in the current expense fund, and the regional land
13 use vision set forth in the countywide planning policies.

14

2. In November 2005, residents in the city's East Renton Plateau potential
15 annexation area (PAA) filed a petition with the city of Renton ("the city")
16 requesting that the city place the question of annexation of an area
17 comprising the Northern and Eastern portions of the PAA on the ballot.

- 18 3. The city filed a petition with the King County boundary review board
19 ("BRB") in March 2006, seeking approval for this proposed annexation
20 boundary as submitted by the residents, which area includes some one
21 thousand four hundred seventy-five acres and a population of over four
22 thousand seven hundred persons, generally referred to as the "Preserve
23 Our Plateau Annexation."
- 24 4. After conducting a public hearing on the matter, the BRB issued its
25 approval of the Preserve Our Plateau Annexation proposed boundaries in
26 August 2006.
- 27 5. The city intends to place the annexation matter on the ballot at the
28 special election to be held February 6, 2007, and if approved by the voters,
29 annex the area in question effective March 1, 2007.
- 30 6. The city further intends to seek annexation of the remaining area of the
31 East Renton Plateau PAA in the near term.
- 32 7. To facilitate the transition of local government services delivery in the
33 Preserve Our Plateau Area and complete the transfer of local county parks
34 and local surface water management facilities located within the expanded
35 city limits to the city, the city and county wish to enter into an interlocal
36 agreement which addresses transfer of public records, transfer of
37 ownership of surface water management facilities and parks properties
38 among other matters.
- 39 8. Consistent with council Motion 12018, the agreement proposes the
40 transfer of Annexation Incentive reserve funds in the amount of

41 \$1,000,000, comprised of \$100,000 from the general fund annexation
42 incentive reserve and \$900,000 from the real estate excise tax II
43 annexation incentive reserve, to the city because the Preserve Our Plateau
44 Area annexation involves a major portion of one of the ten largest
45 remaining annexation areas in King County.

46 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

47 SECTION 1. The county executive is hereby authorized to enter into an interlocal
48 agreement, substantially in the form of Attachment A to this ordinance, with the city of
49 Renton to provide for the transition of governmental services and property in the event of
50 annexation, including but not limited to the transfer of \$1,000,000 annexation incentive
51 funding comprised of \$100,000 of general fund annexation incentive reserves and
52 \$900,000 of real estate excise tax II annexation incentive reserves, and to transfer the
53 surface water drainage facilities and park properties as referenced therein. The executive
54 is further authorized to enter into an interlocal agreement or agreements with Renton for
55 the transfer of park properties substantially in the form of the Form of Parks and Open

56 Space Transfer Agreement that is included as Exhibit C to Attachment A to this
57 ordinance.
58

Ordinance 15663 was introduced on 11/6/2006 and passed as amended by the Metropolitan King County Council on 12/11/2006, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Gossett, Ms. Hague, Mr. Constantine and Ms. Patterson
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2006 DEC 19 PM 12:25
CLERK
KING COUNTY COUNCIL

APPROVED this 19 day of December, 2006.



Ron Sims, County Executive

- Attachments**
- A. Interlocal Agreement Between the City of Renton and King County, Relating to the Annexation of the East Renton Potential Annexation Area, dated December 11, 2006

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON AND KING
COUNTY, RELATING TO THE ANNEXATION OF THE EAST RENTON
POTENTIAL ANNEXATION AREA**

THIS AGREEMENT is made and entered into this ___ day of _____, 2006. The parties ("Parties") to this Agreement are the City of Renton, a State of Washington municipal corporation ("City") and King County, a political subdivision of the State of Washington ("County").

WHEREAS, on an election date on or before February 13, 2007, the citizens of the City's Potential Annexation Area generally described in **Exhibit A** hereto (hereinafter the "Annexation Area") will have an opportunity to vote on whether to annex to the City; and

WHEREAS, if approved by the voters, annexation of the Annexation Area to the City will become effective on or before March 1, 2007 pursuant to City ordinance; 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, stormwater facilities, environmental mitigation sites and monitoring projects, street lights, traffic signals, traffic signs, pavement markings and channelization; 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, upon annexation of the Annexation Area, the County shall make available to the City a payment of funds from its Annexation Incentive Funds to assist with the cost of transitioning services and in consideration of the City relieving the County of the burden of providing public services to the areas to be annexed; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing park facilities and properties in the Annexation Area as well as certain greenbelt, trail and walkway properties; and

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

WHEREAS, all governmental land use authority and jurisdiction with respect to the Annexed Area transfer from the County to the City upon the 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 Area; provided, however, that in the event the Annexation Area is not annexed by March 1, 2008, this Agreement shall terminate as of March 31, 2008..
2. ANNEXATION. The City shall take action to ensure placement on the ballot at a regular or special election date on or before February 13, 2007 for the registered voters of the Annexation Area to vote on whether to annex to the City. If approved by the voters, the City shall take action by ordinance to ensure that the annexation of the Annexation Area will be effective on or before March 1, 2007. The term "Annexation Area" means the territory generally described in **Exhibit A**. Provided, however, that in the event the City is unable despite its best efforts to meet the March 1, 2007 annexation effective date following a successful election, the City shall take such steps as necessary to ensure the annexation becomes effective on the first day of the calendar month as soon thereafter as possible.
3. RECORDS TRANSFER. Upon approval of the annexation by voters and acceptance thereof by the City, 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. 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 a 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 3. 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. Notwithstanding anything in this section to the contrary, sheriff records transfers will be subject to the provisions of Section 10 and Exhibit H.
4. DEVELOPMENT PERMIT PROCESSING. Upon the effective date of the annexation of Annexation Area, the City shall assume all responsibility for development permit processing, including the completion of processing of all permits previously filed with the County. For all applications upon which the County has

initiated review and that are subsequently transferred to the City pursuant to this Section 4, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed by the County on the application. Any remaining application fee amounts received by the County prior to transfer of responsibility pursuant to this Section 4 shall be promptly forwarded to the City.

5. ANNEXATION FUND PAYMENT. In order to partially offset the City's cost of transitioning and providing services to the Annexation Area, and in consideration of the City relieving the County of the burden of providing local public services in the Annexation Area and pursuing annexation of the City's other PAA areas of West Hill, the Cascade Remainder of the Fairwood PAA, and (if the matter of incorporation is either not submitted to the voters or fails at the ballot) the entire Fairwood PAA, the County will provide the City with a payment from the annexation initiative incentive reserve funds. Unless reduced pursuant to subsection 5(a) of this Agreement, this payment shall total \$1,000,000. The payment shall be composed of \$100,000 in Current Expense Funds, and \$900,000 from the Real Estate Excise Tax (REET), Number 2 Fund.

- a. In the event the annexation is approved at the initial election but the City is unable despite its best efforts to make the annexation effective by March 1, 2007, then the payment to the City shall be reduced by \$50,000 in REET funds for every calendar month until such time as the annexation is effective from and after March 2007 through December 2007. .
- b. In the event the annexation is not approved at the initial vote in February 2007, then no annexation incentive funds will be payable to the City with respect to annexation of the Annexation Area.
- c. The City shall expend the REET dollars consistent with the limitations placed on the use of this fund under King County Code Section 4.32.012 as currently adopted or hereafter amended.
- b. The payment of REET and Current Expense Funds shall be made not later than 30 days after the effective date of the annexation.
- d. Not less than \$50,000 of the payments made to the City shall be allocated by the City to a community visioning and planning effort to be conducted with extensive resident input of persons living in the Annexation Area.

6. PARK AND OPEN SPACE FACILITIES AND PROPERTIES

As of the effective date of the annexation, the County shall transfer to the City, and the City shall accept, the park, open space, greenbelt and trail/walkway properties listed in **Exhibit B** (collectively, the "**Park Properties**"), attached hereto and incorporated herein, which Park Properties are more generally known as:

- Maplewood Park
- Maplewood Heights Park
- Sierra Heights Park (including Honey Dew Park)
- The Cedar to Sammamish Trail Site

- May Creek Parcels currently owned by King County within the City's corporate limits
- Greenbelt Properties
- Trail/Walkway Properties

These transfers shall be accomplished through the execution by the County Executive and Mayor of Renton of an intergovernmental transfer agreement in substantially the form as **Exhibit C**, attached hereto and incorporated herein, which execution shall occur within thirty (30) days of the effective date of this Agreement.

7. SURFACE WATER MANAGEMENT

a. Transfer of Drainage Facilities and Drainage Facility Property Interests.

- i. Upon the effective date of annexation for the area in which the "Drainage Facilities" identified in **Exhibit D**, attached hereto and incorporated herein by reference, are located, those Drainage Facilities which are held by the County as specifically identified in **Tables A and C** of **Exhibit D** shall automatically be transferred from the County to the City, and the City shall assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to the Drainage Facilities. The Drainage Facilities identified in **Table B** of **Exhibit D** shall not be transferred but shall remain in private ownership. Inspection of the facilities identified in **Table B** may be undertaken by the City from and after the effective date of annexation.
- ii. The County shall upon the effective date of annexation for the area in which the "Drainage Facility Property Interests" identified in **Exhibit E**, attached hereto and incorporated herein by reference, are located, convey by quit claim deed in substantially the form in **Exhibit F**, attached hereto and incorporated herein by reference, to the City, and the City shall accept, the Drainage Facility Property Interests, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Drainage Facility Property Interests.
- iii. The County is willing to provide surface water management services and maintenance for the Annexation Area via separate written agreement between the Parties.
- iv. Both parties will make staff available to identify and review any additional County-owned local drainage facilities, easements, and other property interests within the Annexation Area that should appropriately be conveyed to the City. Such facilities and other property interests include those for which the County's facility acceptance process has not yet been completed, including both projects being constructed by the County as well as projects subject to County approval that are constructed by third parties. Any such additional County-owned drainage properties or other property interests shall be

transferred to the City pursuant to this Agreement and upon County approval, including if necessary the adoption of an ordinance authorizing the transfer of King County owned drainage properties and property interests. The transfer of responsibility for drainage facilities shall be documented in writing, including specific facilities transferred and the date of transfer and such documentation signed by the appropriate City representative and the Director of the King County Water and Land Resources Division.

b. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Drainage Facilities and Drainage Facility Property Interests.

- i. The City will have the opportunity to inspect the Drainage Facilities and Drainage Facility Property Interests before accepting ownership, however regardless of such inspection the City has the duty to accept all facilities and properties as specified in this agreement. The County will make its records concerning the Drainage Facilities and Drainage Facility Property Interests available to the City, and the County personnel most knowledgeable about the Drainage Facilities and Drainage Facility Property Interests will be available to jointly inspect the property with the City personnel and to point out known conditions, including any known defects or problems, if any, with the Drainage Facilities and Drainage Facility Property Interests. The City agrees to accept the Drainage Facilities and Drainage Facility Property Interests in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities and Drainage Facility Property Interests.
- 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 Drainage Facilities and Drainage Facility Property Interests, and no official, employee, representative or agent of King County is authorized otherwise.
- iii. The City acknowledges and agrees that except as indicated in paragraph 7(c)(ii), the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Drainage Facilities and Drainage Facility Property Interests without regard to whether such defect or deficiency was known or discoverable by the City or the County.

c. Environmental Liability related to the Drainage Facilities and Drainage Facility Property Interests

- 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 Drainage Facilities or Drainage Facility Property Interests 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 Drainage Facilities or Drainage Facility Property Interests.
 - 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 immediately notify the County in writing. 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 related to Drainage Facilities and Drainage Facility Property Interests.
- i. 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, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occurred prior to the effective date of annexation, except to the extent that indemnifying or holding the City harmless would be limited by Section 7(c) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
 - ii. 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, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occur on or after the effective date of annexation, except to the extent that indemnifying or holding the County harmless would be limited by Section 7(c) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is

brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.

- iii. For a period of three years following transfer, 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 Drainage Facilities and Drainage Facility Property Interests.
 - iv. Each Party to this Agreement agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party to this Agreement, 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.
 - v. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.
8. JAIL SERVICES. On and after the date of annexation, the Annexation Area is subject to the existing Interlocal Agreement between King County and the City of Renton for Jail Services. All misdemeanor crimes that occur in the Annexation Area prior to the date of annexation will be considered crimes within the jurisdiction of King County for the purposes of determining financial responsibility under said Interlocal Agreement for Jail Services. All misdemeanor crimes that occur in the Annexation Area on or after the date of annexation will be considered crimes within the jurisdiction of the City for purposes of determining financial responsibility under the Interlocal Agreement for Jail Services.
9. POLICE SERVICES. On the effective date of the annexation, police service responsibility within the Annexation Area will be transferred to the City, unless the parties subsequently execute a contract to extend sheriff service patrol in the area as described in subparagraph c below. Criminal cases and investigations occurring or pending in the Annexation Area prior to the effective date of the annexation, or termination of any sheriff service contract, whichever is later, remain the responsibility of the County. At the time responsibility for police services is transferred to the City (i.e., upon annexation or the termination of any sheriff services contract, whichever is later), the parties shall implement the police transition plan attached hereto at **Exhibit G**. In addition to the provisions of that transition plan, the parties further agree as follows:
- a. Sharing of community information: The County agrees to provide community contact lists that the County may have regarding the Annexation Area to the City within 90 days of the City so requesting such information. These lists may

include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations.

- b. Annexation of Emergency Response (911) Services: The City and County agree to coordinate the transfer of emergency response services (911) in the Annexation Area.
- c. Extension of Sheriff Services to Annexation Area under Separate Contract. The County is willing to extend Sheriff Services to the Annexation Area under a separate agreement with the City. Any such agreement shall provide (a) that the level of service, including but not limited to patrol, investigations, police 911 services, and support services, but excluding services funded or and provided only to unincorporated King County, shall be equivalent to that provided at the time of annexation in the Annexation Area by the King County Sheriff Office; (b) the length of the agreement shall be not less than six months; (d) the City shall provide not less than 60 days notice of any request for extension of said agreement; and (e) each the extension period shall be not less than three months. The terms of such separate agreement shall be primary to the terms of this agreement wherever the terms are in conflict. Nothing in this Agreement shall be construed as a commitment to extend sheriff's services to the City in other annexation areas.

10. DISTRICT COURT SERVICES TRANSITION. The County will be responsible for the prosecution and payment of any fees or assessments associated with, misdemeanor criminal cases filed by the County prior to the effective date of annexation. The City will be responsible for the prosecution of, and payment of court filing fees and other fees associated with misdemeanor criminal case filed by the City from and after the effective date of annexation, regardless of the time of the events from which the misdemeanor arose.

11. STATUS OF COUNTY EMPLOYEES. Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Area, provided that the City's consideration of hiring affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 et seq. The County shall in a timely manner provide the City with a list of those affected employees.

12. 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.

City of Renton:

King County:

Chief Administrative Officer
City of Renton
1055 S. Grady Way
Renton, WA 98055-3232

Director, Office of Management and Budget
King County
701 5th Avenue
Suite 3200

13. 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.

14. INDEMNIFICATION.

The following indemnification provisions shall apply to the entirety of this Agreement except for: (1) Section 7 concerning Drainage Facilities and Drainage Facility Property Interests, which Section shall be controlled exclusively by the provisions therein; and (2) Exhibit C relating to the transfer of park and open space 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 principal or governmental or public law is involved, and 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 principal of governmental or public law is involved; and 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, this section 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 Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

15. CONTINUED ANNEXATION EFFORTS. The parties agree to continue in good faith to work collaboratively in support of the near-term annexation of the remainder of the East Renton Plateau if any, which may not be subject to election in 2007, as well as the annexation of the City's West Hill PAA, and the Fairwood PAA to the extent the latter is not incorporated.

16. 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 Renton City Clerk and recorded with the King County Auditor.
- c. Records. Until December 31, 2013, 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. Other provisions of this section 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 a formal dispute resolution 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 mediation services would be divided equally between the Parties. Each jurisdiction 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 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 12. 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 11. 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 of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF RENTON:

KING COUNTY:

Kathy Keolker, Mayor

Ron Sims, Executive

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

DATED: _____

DATED: _____

Approved as to Form:

Approved as to Form:

City Attorney

Sr. Deputy Prosecuting Attorney

Exhibit A

Description of Annexation Area

(Note: As contemplated by this Agreement, the Annexation Area is the "Preserve Our Plateau Area" annexation petition as approved by the King County Boundary Review Board in August 2006.)

PRESERVE OUR PLATEAU ANNEXATION LEGAL DESCRIPTION

The lands included within the Preserve Our Plateau Annexation area are situated in Sections 11, 12, 13, 14, 15, 23, & 24 all in Township 23 North, Range 5 East, W.M. and Sections 18 and 19, both in Township 23 North, Range 6 East, W.M. , all King County, Washington, more particularly described as follows:

Beginning at the intersection of the northerly right-of-way margin of SE 128th St with the easterly line of the existing City of Renton Limits as annexed under Ordinance No. 4829, in the Southwest quarter of said Section 11;

Thence easterly along said northerly right-of-way margin, crossing 155th Ave SE and 156th Ave SE, to the east line of the Southwest quarter of said Section 11, said east line also being the Urban Growth Boundary (UGB) line;

Thence continuing easterly along the courses of the northerly right-of-way margin of SE 128th St and said UGB line, crossing 160th Ave SE and the west half of 164th Ave SE, to the section line common to said Sections 11 and 12;

Thence continuing easterly along the courses of the northerly right-of-way margin of SE 128th Street and said UGB line, crossing the east half of 164th Ave SE and 169th Ave SE, to an intersection, in the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 13;

Thence southerly along said northerly extension and said east line, and said UGB line, to an intersection with the north line of the Southeast quarter of the Northwest quarter;

Thence easterly along said north line and said UGB line, to the west line of the East quarter of said subdivision;

Thence southerly along said west line and said UGB line, to the Northwest corner of Lot 1 of King County Short Plat S90S0040, as recorded in Book 101 of Surveys, Page 236, records of King County, Washington;

Thence easterly along the North line of said Lot 1 and said UGB line, to the northeast corner of said Lot 1, said northeast corner also being on the west line of the Northeast quarter of said Section 13;

Thence easterly along said UGB line, crossing 172nd Ave SE, to the intersection of the easterly right-of-way margin of 172nd Ave SE and the southerly right-of-way margin of SE 132nd St;

Thence continuing easterly along the southerly right-of-way margin of SE 132nd St and said UGB line, crossing 173rd Ave SE, 175th Ave SE, 178th Ave SE and the west half of 180th Ave SE, to an intersection with the east line of said subdivision, said east line also being the west line of the Southwest quarter of the Northwest quarter of said Section 18;

Thence continuing easterly along said right-of-way of SE 132nd St and said UGB line, crossing the east half of 180th Ave SE, 181st Ave SE and 182nd Ave SE, to an intersection with the easterly right-of-way margin of 182nd Ave SE;

Thence southerly along said easterly right-of-way margin of 182nd Ave SE and said UGB line, to an intersection with the northerly right-of-way margin of SE 134th St in the Southwest quarter of the Northwest quarter of said Section 18;

Thence easterly along said northerly right-of-way margin of SE 134th St and the easterly extension of said northerly right-of-way margin and said UGB line, crossing 184th Ave SE, to an intersection with the easterly right-of-way margin of 184th Ave SE in the Southeast quarter of the Northwest quarter of said Section 18;

Thence southerly along said easterly right-of-way margin of 184th Ave SE and the southerly extension thereof and said UGB line, crossing WE 135th St, SE 136th St and SE 144th ST, to an intersection with the southerly right-of-way margin of SE 144th St, as deeded to King County per King County Recording No. 3000495 in the Northwest quarter of said Section 19;

Thence westerly along said southerly right-of-way margin of SE 144th St and said UGB line, to an intersection with the east line of Renton-Suburban Tracts Division No. 8, as recorded in Volume 69 of Plats, Pages 74-76, inclusive, records of King County, Washington, in Government Lot 1 of said Section 19;

Thence southerly along said east line and said UGB line, to the Southeast corner of said Plat;

Thence westerly along the courses of the south boundary of said plat and said UGB line, to an intersection with the south line of Renton-Suburban Tracts Div. No. 6, as recorded in Volume 66 of Plats, Pages 33-35, inclusive, records of King County, Washington, in the Northeast quarter of said Section 24;

Thence westerly along the south line of said plat and said UGB line, to the most southwest corner of said plat, said southwest corner also being the northeast corner of Government Lot 5 of said Section 24;

Thence southerly along the east line of said Government Lot 5 and said UGB line, to the northeast corner of Lot 31 of Renton-Suburban Tracts Div. No. 7, as recorded in Volume 69 of Plats, Pages 39-14, inclusive, records of King County, Washington;

Thence southwesterly and northwesterly along the south boundary of said plat and said UGB line, to an intersection with the east line of Government Lot 10 of said Section 24, said east line also being the east line of Tract A of Briarwood south No. 6, as recorded in Volume 97 of Plats, Pages 68-69, records of King County, Washington;

Thence northerly along said east line of said Government Lot 10 and said Tract A and said UGB line, to the northeast corner of said Tract A;

Thence westerly along the courses of the north boundary of said Tract A, and said UGB line, to the northwest corner of said Tract A, said northwest corner also being a point on the east line of the Northeast quarter of said Section 23;

Thence northerly along said east line and said UGB line, to the northeast corner of Tract C of Skyfire Ridge Div. No. 1, as recorded in Volume 141 of Plats, Pages 93-99, inclusive, records of King County, Washington;

Thence westerly along the courses of the north boundary of said Tract C and said UGB line, to the northwest corner of said Tract C, said northwest corner also being a point on the east line of the Southwest quarter of the Northeast quarter of said Section 23;

Thence northerly along said east line and said UGB line, to the northeast corner of said subdivision;

Thence westerly along the north line of said subdivision and said UGB line, to the northwest corner of said subdivision, said northwest corner also being the northeast corner of Government Lot 7 of said Section 23;

Thence North 88° 00' 30" West, along the north line of said Government Lot 7 and said UGB line in said Section 23, a distance of 100 feet;

Thence South 31° 31' 00" West, along said UGB line, a distance of 648 feet;

Thence North 55° 51' 30" West, along said UGB line, a distance of 250 feet;

Thence South 31° 31' 00" West, along said UGB line, a distance of 150 feet;

Thence North 55° 51' 30" West, along said UGB line, to an intersection with the southeasterly right-of-way margin of 154th PI SE (Orton County Road);

Thence southwesterly along said southeasterly right-of-way margin of 154th PI SE and said UGB line, to an intersection with the northeasterly right-of-way margin of J. E.

Jones Rd. No. 1182 in said Government Lot 7, said intersection also being the point at which the UGB line and the boundary line for the subject annexation diverge;

Thence northwesterly crossing 154th Pl SE, to the point of intersection of the northeasterly right-of-way margin of said J. E. Jones Rd. No. 1182 and the northwesterly right-of-way margin of 154th Pl SE;

Thence northeasterly, northerly and northwesterly along the northwesterly right-of-way margin of 154th Pl SE, as established in 1962 and as currently paved for use, said right-of-way also being, in part, the northwesterly right-of-way margin of W. J. Orton Road No. 2023 by Deed, bearing Auditor's File No. 2126697 and recorded in Volume 1300 of Deeds, Page 221, records of King County, Washington, to an intersection with the north line of the northwest quarter of said Section 23;

Thence northwesterly, northerly and northeasterly along said northwesterly right-of-way margin of 154th Pl SE, said right-of-way margin also being on a curve to the right, having a street center line radius of 358.1 feet, to an intersection with the southerly extension of the westerly right-of-way margin of 154th Ave SE (Maple Street) as dedicated in Cedar River Five Acre Tracts, as recorded in Volume 16 of Plats, Page 52, records of King County, Washington, in the Southwest quarter of said Section 14;

Thence northerly along the westerly right-of-way margin of 154th Ave SE, to its intersection with the southerly right-of-way margin of SE 142nd St;

Thence westerly, along said southerly right-of-way margin of said SE 142nd St, crossing 152nd Ave SE, to a point of intersection with the southerly extension of the westerly right-of-way margin of 152nd Ave SE, in the Southwest quarter of the Southwest quarter of said section 14;

Thence northerly along said southerly extension and said westerly right-of-way margin of 152nd Ave SE, crossing SE 142nd St, SE 141st Pl, SE 140th Pl, SE 139th Pl and SE 138th Pl, to the northeast corner of Briar Hills No. 4, as recorded in Volume 113 of Plats, Page 77, records of King County;

Thence westerly along the north line of said Plat, crossing 148th Place SE, to the northwest corner of said plat, said northwest corner also being the northeast corner of Briarwood Lane, as recorded in Volume 104 of Plats, Pages 30 and 31, records of King County, in the Southeast quarter of said Section 15,

Thence continuing westerly along the north line of said Briarwood Lane plat, to the northwest corner thereof;

Thence southerly along the west line of said plat, to the southwest corner thereof, said southwest corner also being a point on the north line of the South quarter of the South half of the Northeast quarter of the Southeast quarter of said Section 15, and also being a

point on the north line of Maple Ridge, as recorded in Volume 86 of Plats, Pages 85 and 86, records of King County;

Thence westerly, northeasterly, northwesterly and westerly along the various courses of the north line of said Plat, to the northwest corner thereof;

Thence southerly along the west line of said Plat, to an intersection with the south line of the Northwest quarter of the Southwest quarter of the Northeast quarter of the Southeast quarter of said Section 15;

Thence westerly along said south line and the westerly extension of said south line, crossing 144th Ave SE, to a point on the westerly right-of-way margin of 144th Ave SE in the Northwest quarter of the Southeast quarter of said Section 15;

Thence northerly along said westerly right-of-way margin, crossing SE 138th St, to an intersection with the existing City of Renton Limits as annexed under Ordinance No. 5171, at the intersection of said westerly right-of-way margin of 144th Ave SE and the southerly right-of-way margin of NE 2nd St;

Thence generally northerly and easterly along the existing City Limits of Renton, as annexed under Ordinance Nos. 5171, 4876, 4760, 5140, 4760, 5064 and 4829, crossing SE 128th St, to the point of beginning.

**Exhibit B
Property Description**

**General Description and Names of County Parks, Greenbelts, and Trails /
Walkways Transferring to the City of Renton
(Collectively, the “Parks Properties”)**

<u>Name of park</u>	<u>Amenities/facilities</u>
Maplewood Park	44.6 acre site with open playfield, multi-purpose court, play equipment, fitness circuit and picnic area
Sierra Heights Park, including Honey Dew Park	8.4 acre site with fitness circuit. Main parcel is wooded with linear parcel providing neighborhood trail to park
Cedar to Sammamish Trail Site	Undeveloped site purchased as link in regional trail system
May Creek Parcels	Undeveloped parcels
Maplewood Heights Park	19.16 acre undeveloped site
Greenbelt properties	4 parcels
Trail/Walkway properties	2 parcels and 1 easement

Exhibit C
Form of Parks and Open Space Transfer Agreement

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

Relating to the Ownership, Operation and Maintenance of Parks,
Open Space, Greenbelt and Trail/Walkway Properties

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

WHEREAS the City desires to own, operate, and maintain parks, open space, recreation facilities and programs and other municipal programs, facilities and property inside and adjacent to its corporate boundaries; and

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

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

WHEREAS the following County owned parks and park properties are located in the City's East Renton Plateau Potential Annexation Area: Maplewood Park; Sierra Heights Park (including a parcel known as Honey Dew Park); certain property acquired as a portion of the Cedar to Sammamish Trail Site (the "Cedar to Sammamish Trail Site"); certain undeveloped park parcels in the May Creek area (the "May Creek Parcels"); and Maplewood Heights Park (all of which properties are collectively referred to herein as the "East Renton Plateau Local Parks") as further described in **Exhibits A** and **Exhibits B-1, B-2, B-3, B-4** and **B-5** hereto; and

WHEREAS, the County also owns certain undeveloped properties within the East Renton Plateau Potential Annexation Area which were acquired to be preserved as greenbelts, as further described in **Exhibit B-6** (the "Greenbelt Properties"); and

WHEREAS, the County also has certain property interests acquired for trail and walkway purposes, as further described in **Exhibit B-7** (the "Trail/Walkway Properties"); and

WHEREAS the County is legally restricted from converting parks from their current uses without expending funds to replace the converted facilities; and

Exhibit C
Form of Parks and Open Space Transfer Agreement

WHEREAS given the legal restriction regarding conversion of parks, the marketability of the properties is limited and, as a result, the cost of operating the East Renton Plateau Local Parks is approximately equal to the value of the property to the County; and

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

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to transition the East Renton Plateau Local Parks, the Greenbelt Properties and Trail/Walkway Properties (collectively, the "**Park Properties**") to City ownership in order to insure a smooth transition and avoid service disruption;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Conveyance of Title

1.1. Within thirty (30) days of execution of this Agreement, King County shall convey to the City by bargain and sale deed all its ownership interest, and/or, when possible, by assignment, any leasehold interest or shared use responsibility, in the following listed Park Properties, which are described more fully in **Exhibits B1, B2, B3, B4, and B5** hereto:

Maplewood Park (Exhibit B-1)

Sierra Heights Park, including Honey Dew Park (Exhibit B-2)

Cedar to Sammamish Trail Site (Exhibit B-3)

May Creek Parcels (Exhibit B-4)

Maplewood Heights Park (Exhibit B-5)

1.2 Within thirty (30) days of execution of this Agreement, King County shall convey to the City by quitclaim deed in substantially the form in **Exhibit D**, attached hereto and incorporated herein by reference, to the City, and the City shall accept, the **Greenbelt Properties** identified in **Exhibit B-6** and the **Trail/Walkway Properties** identified in **Exhibit B-7**, both of which exhibits are attached hereto and incorporated herein by reference, and which conveyance and acceptance shall be subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Greenbelt Properties and Trail/Walkway Properties.

Exhibit C
Form of Parks and Open Space Transfer Agreement

1.3 **All deeds** for the East Renton Plateau Local Parks described in **Exhibits A, and B-1 through B-5)** 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:

"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 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."

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

1.3.1 The deeds for the **Maplewood Park Parcel A, Sierra Heights Park Parcel A, May Creek Parcels and Maplewood Heights Park** 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:

"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 therefor."

1.3.2 The deed(s) for **Maplewood Park Trail Easement Parcel E and the Cedar to Sammamish Trail site** 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:

"The City acknowledges that the Property was purchased for open space purposes with funds from Open Space Bonds authorized in 1989 by King

Exhibit C
Form of Parks and Open Space Transfer Agreement

County Ordinance 9071 and covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 9071, including that the City covenants that the Property will continue to be used for the purposes contemplated by Ordinance 9071, which prohibits both active recreation and motorized recreation such as off-road recreational vehicles but allows passive recreation, that the Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by Ordinance 9071, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore."

- 1.3.3 The Deeds for **Maplewood Park Parcels A, C1-3, and D, Sierra Heights Park (including Honey Dew), Maplewood Heights Park** and the **May Creek Parcels** 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:

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

- 1.3.4 The deeds for **Maplewood Park Trail Easement Parcel E and the Cedar to Sammamish Trail Site** 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:

"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 any and all user fees charged for the Property, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City."

- 1.3.5 The deeds for the **Greenbelt Properties** shall contain the restrictions intended to preserve the use of said properties as greenbelts restricted to use as open space and passive recreation, as were placed on the properties at the time of their conveyance to King County, all as more specifically described in said deeds. The City covenants that it shall place said restrictions in any deed conveying any or a portion of the Greenbelt Properties.

Exhibit C
Form of Parks and Open Space Transfer Agreement

1.3.6 The deeds for the **Trail/Walkway Properties** shall contain restrictions intended to preserve or facilitate the use of said properties as public trails and walkways, as placed on the property interests at the time of conveyance to King County, all as more specifically described in said deeds. The City covenants that it shall place said restrictions in any deed conveying any or a portion of the Trail/Walkway Properties.

1.4 In conveying **Maplewood Park** by deed, the County shall reserve a trail easement in substantially the form attached hereto as **Exhibit C-1**.

1.5 In conveying the **Cedar to Sammamish Trail Site**, the County shall reserve a trail easement in substantially the form attached hereto as **Exhibit C-2**.

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 deeds of conveyance.

2.2 The City and the County acknowledge and agree that the Maplewood Park Parcel C-3 is currently subject to special use permit number S-70-02 granted to Geonerco, Inc. for the removal of an existing 12' storm water pipeline and installation, operation and maintenance of a 24" storm water pipeline. Effective as of the date the Property is conveyed to the City, the County hereby assigns, transfers and conveys to the City all of the County's rights, privileges and obligations in the Permit, and the City hereby accepts and assumes all of the County's rights, privileges and obligations in the Permit.

2.3 The City and the County acknowledge and agree that the May Creek Park Parcel that intersects with Aberdeen Avenue NE (if extended) and NE 31st Street is currently subject to special use permit number S-64-01 granted to CQ Enterprises, Inc. for the installation, operation and maintenance of a discharge ditch. Effective as of the date the Property is conveyed to the City, the County hereby assigns, transfers and conveys to the City all of the County's rights, privileges and obligations in the Permit, and the City hereby accepts and assumes all of the County's rights, privileges and obligations in the Permit.

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

3.1 The City will have the opportunity to inspect the Park Properties before accepting ownership; however, regardless of such inspection the City has the duty to accept all facilities and properties as specified in this agreement. The County will make its records concerning the Park Properties available to the City, and the County personnel most knowledgeable about the Parks

Exhibit C
Form of Parks and Open Space Transfer Agreement

Properties will be available to jointly inspect the property with the City personnel and to point out known defects or problems with the Park Properties. The City agrees to accept all said Park Properties 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 Park Properties.

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 Park Properties, 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 paragraph 4.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Park Properties without regard to whether such defect or deficiency was known or discoverable by the City or the County.

3.4 In connection with the transfer to the City of Maplewood Heights Park, the City has reviewed the Project Agreement for Project No. 70-041 between King County and the Washington State Interagency Committee for Outdoor Recreation ("IAC") for funding for the acquisition or development of the Property and other properties owned by the County. The City and the County agree that they will execute an amendment to the Project Agreement that substitutes the City for the County as the "Contracting Party" as to the Property, so that the City shall become the "Project Sponsor" in the Project Agreement as to the Property.. The County and the City agree to work expeditiously with IAC to prepare and execute the amendment and the City agrees to execute the amendment within fifteen (15) days after the City receives the same for signature from the IAC.

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 Park 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 the Park Properties,

Exhibit C
Form of Parks and Open Space Transfer Agreement

changing the configuration of the Park Properties, or changing the use of the Park Properties.

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 immediately notify the County in writing. Such notice shall in no event be provided more than 10 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 Park Properties that occurred prior to the effective date of conveyance of the Park Properties to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 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, 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

Exhibit C
Form of Parks and Open Space Transfer Agreement

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 Park Properties that occurred on or after the effective date of conveyance of the Park Properties to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 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, 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 Park Properties.
- 5.5 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

6. Audits and Inspections

- 6.1 Until December 31, 2013, 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 The parties to this Intergovernmental Agreement acknowledge that it is a negotiated agreement and that, together with its Exhibits and that certain Agreement dated _____ between the parties entitled INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON AND KING COUNTY, RELATING TO THE

Exhibit C
Form of Parks and Open Space Transfer Agreement

ANNEXATION OF THE EAST RENTON POTENTIAL ANNEXATION AREA, (“Annexation Agreement”) sets forth the entire agreement between the parties with respect to the subject matter hereof. There are no understandings or agreements between the parties respecting the subject matter hereof, written or oral, other than as set forth herein and in the Annexation Agreement. 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 Agreement 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
Manager, Parks and Recreation
Division, DNRP
Rm 700, King Street Center
201 S. Jackson Street
Seattle, WA 98104

City:

Terry Higashiyama
Administrator, Community Services
Department
City of Renton
1055 South Grady Way
Renton, WA 98057

11. Dispute Resolution

11.1 The parties agree to use their best efforts to resolve disputes regarding this Agreement in an economic and time efficient manner to advance the purposes of this Agreement. In the event that a dispute arises between the City and the County, they shall attempt to resolve such dispute as expeditiously as possible and shall cooperate so that the express purposes of this Agreement are not frustrated, and so that any design, planning, construction, or use of trails or trail corridors on the subject properties is not delayed or interrupted. Provided, that nothing in this Agreement shall otherwise limit the parties' legal, equitable, or other rights or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Renton

Exhibit C
Form of Parks and Open Space Transfer Agreement

King County Executive

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Senior Deputy Prosecuting Attorney

City Attorney

Date

Date

Exhibit C
Form of Parks and Open Space Transfer Agreement

EXHIBIT A
King County Parks, Greenbelts and Trail/Walkway Properties Transferring to the
City of Renton
(collectively referred to as the “Park Properties”)

<u>Name of park</u>	<u>Amenities/facilities</u>
Maplewood Park	44.6 acre site with open playfield, multi-purpose court, play equipment, fitness circuit and picnic area
Sierra Heights Park, including Honey Dew Park	8.4 acre site with fitness circuit. Main parcel is wooded with linear parcel providing neighborhood trail to park
Cedar to Sammamish Trail Site	Undeveloped site purchased as link in regional trail system
May Creek Parcels	Undeveloped parcels
Maplewood Heights Park	19.16 acre undeveloped site
Greenbelt Properties	4 parcels
Trail / Walkway Properties	2 parcels and 1 easement

Exhibit C
Form of Parks and Open Space Transfer Agreement

EXHIBIT B

PARK PROPERTIES LEGAL DESCRIPTIONS

Summary:

Park Exhibits and Assessor Parcels included within each Park

Exhibit B-1: Maplewood Park

Parcel Number	Source of Funds to Acquire Parcel	Parcel herein referred to as:
#1523059185	Forward Thrust	Maplewood Parcel A*
#1523059229	REET (Real Estate Excise Tax)	Maplewood Parcel C-1
#1523059055	REET	Maplewood Parcel C-2
#1423059007	REET	Maplewood Parcel C-3
#5104200670	Dedication/Donation for park and recreation purposes	Maplewood Parcel D
#1523059230	Open Space Bond for regional trail	Maplewood Parcel E (to be/as relocated to <i>Eastern edge of park</i>)

*There is no "Parcel B."

Exhibit B-2: Sierra Heights Park (including Honey Dew parcels)

Parcel Number	Source of Funds to Acquire Parcel	Parcel herein referred to as:
#0423059313	Forward Thrust	Sierra Heights Parcel A
#0428000095	Dedication	Honey Dew Parcel
#0428000290	Dedication	Honey Dew Parcel

Exhibit B-3: Cedar to Sammamish Trail Site

Source of Funds to acquire park: 1989 Open Space Bonds

Exhibit B-4: May Creek Parcels

Source of Funds to acquire park: Forward Thrust

Exhibit B-5: Maplewood Heights Park

General Legal Description: The North half of the Southwest quarter of the Southwest quarter of Section 13, Township 23 North, Range 5 East, W.M., in King County, Washington.

Source of Funds to Acquire Park: Forward Thrust, IAC.

Exhibit B-6: Greenbelt Properties

Acquired through various means, dedications.

Exhibit C
Form of Parks and Open Space Transfer Agreement

Exhibit B-7: Trail/Walkway Properties
Acquired through various means, dedications.

Exhibit C
Form of Parks and Open Space Transfer Agreement

EXHIBIT B Continued: Individual Park Legal Descriptions

Exhibit B-1

MAPLEWOOD PARK

**Parcel Identification Number (PIN) #1523059229 – Parcel C1
PIN # 1523059055 – Parcel C2
PIN # 1423059007 – Parcel C3**

The North 1/2 of the NE 1/4 of the SE 1/4 of Section 15, Township 23 North, Range 5 East, W.M., in King County, Washington; EXCEPT the West 30 feet thereof; AND the North 1/2 of the NW 1/4 of the SW 1/4 of Section 14, Township 23 North, Range 5 East, W.M., in King County, Washington; EXCEPT those portions of said Sections 14 and 15 heretofore conveyed to King County by deed recorded under Recording No. 9401060822.

SUBJECT TO:

- 1) Easement and the terms and conditions referenced therein, including, but not limited to, the following:
GRANTEE: Washington Natural Gas Company, a Washington Corporation
PURPOSE: To construct, install, operate, maintain, protect, improve, repair, replace and abandon in place said gas pipeline or pipelines, together with the non-exclusive right of access to and from said property
AREA AFFECTED: Portion of said premises and other property
RECORDED: September 23, 1991
RECORDING NO: 9109230160
- 2) Right to enter said premises to make repairs and the right to cut brush and trees which constitute a menace or danger to the electric transmission line located in the street or road adjoining said premises as granted by instrument recorded under Recording No. 3168309.
AFFECTS: Westerly boundary of said property abutting 144th Avenue Southeast (Portion of the NW, NE and SE of Section 15, Township 23, Range 5 East
- 3) Easement and the terms and conditions referenced therein, including but not limited to, the following:
RESERVED BY: The National Bank of Seattle, Commerce of Seattle, as executor of the estate of D. Dierssen, deceased
PURPOSE: Roadway

Exhibit C
Form of Parks and Open Space Transfer Agreement

AREA AFFECTED: A portion of said premises within a 30 foot strip of land
DATED: October 25, 1944
RECORDED: November 27, 1944
RECORDING NO: 3431119

4) Easement and the terms and conditions thereof:

RESERVED BY: Seattle-First National Bank, a national banking association, as Executor of the Estate of Edith A. Balch, and Fred W. Darnell, Administrator with Will Annexed of the Estate of Edith A. Balch
PURPOSE: Roadway
AREA AFFECTED: North and West 30 feet of the NE 1/4 of the NE 1/4 of the SE 1/4
RECORDING NO: 4915115

5) Reservations and exceptions contained in deed from Northern Pacific Railroad Company: Reserving and excepting from said lands so much or such portions thereof as are or may be mineral lands or contain coal or iron, and also the use and the right and title to the use of such surface ground as may be necessary for mining operations and the right of access to such reserved and excepted mineral lands, including lands containing coal or iron, for the purpose of exploring, developing and working the same.

RECORDING NO: 241250
AFFECTS: Portion of the North 1/2 of the NE 1/4 of the SE 1/4 of Section 15, Township 23 North, Range 5 East

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

6) Right to make necessary slopes for cuts or fills upon property herein described as granted in deed:

RECORDED: May 31, 1962
RECORDING NO: 5433530
GRANTEE: County of King
AFFECTS: Westerly portion abutting right-of-way 144th Avenue Southeast (Portion of the NW, NE and SE of Section 15, Township 23 North, Range 5 East)

7) Easement and the terms and conditions referenced therein, including but not limited to, the following:

GRANTEE: Pacific Northwest Bell Telephone Company, a Washington corporation
PURPOSE: Pole line
AREA AFFECTED: The Westerly 10 feet and the Southerly 10 feet (Portion of the North 1/2 of the NW 1/4 of the SW 1/4 of Section 14, Township 23 North, Range 5 East)
RECORDED: October 5, 1979

Exhibit C
Form of Parks and Open Space Transfer Agreement

RECORDING NO.: 7910050605

- 8) Easement and the terms and conditions referenced therein, including, but not limited to, the following:

GRANTEE: Pacific Northwest Bell Telephone Company
PURPOSE: A pole line, and underground communication lines
AREA AFFECTED: The West 10 feet and the South 10 feet of the West 240 feet (Portion of the North 1/2 of the NW 1/4 of the SW 1/4 of Section 14, Township 23 North, Range 5 East)
RECORDED: September 10, 1981
RECORDING NO: 8109100350

- 9) Exceptions and reservations contained in deed:

FROM: Ellen H. Waters, formerly Ellen Hammer, as her separate estate
DATED: April 1, 1953
RECORDED: January 11, 1962
RECORDING NO: 5373681
AS FOLLOWS: Except coal and minerals
AFFECTS: Portion of the North 1/2 of the NW 1/4 of the SW 1/4 of Section 14, Township 23 North, Range 5 East

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

PIN # 5104200670 –Parcel D

Tract identified as "Park" in Plat of Maple Ridge, as per plat recorded in volume 86 of Plats, page 85, records of King County, Washington.

PIN # 1523059185 – Parcel A

The NW 1/4 of the SW 1/4 of the NE 1/4 of the SE 1/4 of Section 15, Township 23 North, Range 5 East, W.M., in King County, Washington; EXCEPT the West 30 feet as deeded to King County for road under King County Recording No. 5433530.

SUBJECT TO: Covenants, conditions and restrictions contained in instrument recorded under recording No. 241250; Right to enter said premises as per instrument recorded under Recording No. 3168309; Right to make necessary slopes for cuts or fills upon said premises.

PIN # 1523059185 – Parcel A (additional)

The East 1/2 of the SW 1/4 of the NE 1/4 of the SE 1/4 of Section 15, Township 23 North, Range 5 East, W.M., in King County, Washington; EXCEPT that

Exhibit C
Form of Parks and Open Space Transfer Agreement

portion platted as Maple Ridge, according to plat recorded in Volume 86 of Plats, pages 85 and 86, in King County, Washington; EXCEPT the East 30 feet thereof.

SUBJECT TO: Right of the public to make necessary slopes for cuts or fills. Exceptions and Reservations as contained in Deed recorded under Recording No. 241250.

PIN # 1523059230 – Parcel E (POR. OF CEDAR RIVER TO LAKE SAMMAMISH TRAIL WITHIN MAPLEWOOD PARK)

That portion of the North 1/2 of the NE 1/4 of the SE 1/4 of Section 15, Township 23 North, Range 5 East, W.M., in King County, Washington, and of the North 1/2 of the NW 1/4 of the SW 1/4 of Section 14, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the Southwest corner of the North 1/2 of the NE 1/4 of the SE 1/4 of said Section 15; thence South 88-21-32 East along the South line of said subdivision 530 feet to the TRUE POINT OF BEGINNING; thence Northeasterly to the intersection of the North line of the South 30 feet of said subdivision with the Northerly projection of the West line of Briarwood Lane, according to the plat thereof recorded in Volume 104 of Plats, pages 30 and 31, in King County, Washington; thence South 88-21-32 East parallel with the South line of said subdivision to the East line thereof; thence South 88-08-40 East parallel with the South line of the North 1/2 of the NW 1/4 of the SW 1/4 of said Section 14 to an intersection with the Northerly projection of the East line of 148th Place Southeast; thence North 01-51-20 East along said projected line 35 feet; thence along the arc of a curve to the left having a radius of 275 feet through a central angle of 55-16-24 265.29 feet to a point of reverse curve; thence along the arc of said curve to the right having a radius of 225 feet through a central angle of 54-03-17 212.27 feet to a point of tangency, which point is referred to hereinafter as Point "A"; thence North 00-38-13 East along a line 25 feet East of and parallel with the West line of said Section 14 to the North line of the SW 1/4 thereof; thence South 87-58-50 East along said North line 30 feet; thence South 00-38-13 West parallel with the West line of said section to a point 30 feet South 87-58-50 East of Point "A"; thence along the arc of a tangent curve to the left having a radius of 195 feet through a central angle of 54-03-17 183.97 feet to a point of reverse curve; thence along the arc of said curve to the right having a radius of 305 feet through a central angle of 55-16-24 294.23 feet to a point of tangency; thence South 01-51-20 West 65 feet, more or less, to the South line of the North 1/2 of the NW 1/4 of the SW 1/4 of said Section 14; thence North 88-08-40 West along said South line to the SW corner of said subdivision; thence North 88-21-32 West along the South line of the North 1/2 of the NE 1/4 of the SE 1/4 of said Section 15 to the TRUE POINT OF BEGINNING.

SUBJECT TO:

- 1) Easement and the terms and conditions thereof:

Exhibit C
Form of Parks and Open Space Transfer Agreement

GRANTEE: Washington Natural Gas Company, a Washington Corporation
PURPOSE: To construct, install, operate, maintain, protect, improve, repair, replace and abandon in place said gas pipeline or pipelines, together with the non-exclusive right of access to and from said property
AREA AFFECTED: Portion of said premises and other property
RECORDED: September 23, 1991
RECORDING NO: 9109230160

- 2) Easement and the terms and conditions referenced therein, including but not limited to, the following:

RESERVED BY: The National Bank of Seattle, Commerce of Seattle, as executor of the estate of D. Dierssen, deceased
PURPOSE: Roadway
AREA AFFECTED: The North 30 feet and the East 30 feet (Portion of NW, NE, and SW of Section 15, Township 23, Range 5 East)
DATED: October 25, 1944
RECORDED: November 27, 1944
RECORDING NO: 3431119

- 3) Easement and the terms and conditions thereof:

RESERVED BY: Seattle-First National Bank, a national banking association, as Executor of the Estate of Edith A. Balch, and Fred W. Darnell, Administrator with Will Annexed of the Estate of Edith A. Balch
PURPOSE: Roadway
AREA AFFECTED: North and West 30 feet of the NE 1/4 of the NE 1/4 of the SE 1/4
RECORDING NO: 4915115

- 4) Reservations and exceptions contained in deed from Northern Pacific Railroad Company: Reserving and excepting from said lands so much or such portions thereof as are or may be mineral lands or contain coal or iron, and also the use and the right and title to the use of such surface ground as may be necessary for mining operations and the right of access to such reserved and excepted mineral lands, including lands containing coal or iron, for the purpose of exploring, developing and working the same.

RECORDING NO: 241250
AFFECTS: Portion of the North 1/2 of the NE 1/4 of the SE 1/4 of Section 15, Township 23 North, Range 5 East

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

Exhibit C
Form of Parks and Open Space Transfer Agreement

5) Right to make necessary slopes for cuts or fills upon property herein described as granted in deed:
RECORDED: May 31, 1962
RECORDING NO: 5433530
GRANTEE: County of King
AFFECTS: Westerly portion abutting right-of-way 144th Avenue Southeast (Portion of the NW, NE and SE of Section 15, Township 23 North, Range 5 East)

6) Easement and the terms and conditions thereof:
GRANTEE: Pacific Northwest Bell Telephone Company, a Washington corporation
PURPOSE: Pole line
AREA AFFECTED: The Westerly 10 feet and the Southerly 10 feet (Portion of the North 1/2 of the NW 1/4 of the SW 1/4 of Section 14, Township 23 North, Range 5 East)
RECORDED: October 5, 1979
RECORDING NO.: 7910050605

7) Easement and the terms and conditions thereof:
GRANTEE: Pacific Northwest Bell Telephone Company
PURPOSE: A pole line, and underground communication lines
AREA AFFECTED: The West 10 feet and the South 10 feet of the West 240 feet (Portion of the North 1/2 of the NW 1/4 of the SW 1/4 of Section 14, Township 23 North, Range 5 East)
RECORDED: September 10, 1981
RECORDING NO: 8109100350

8) Exceptions and reservations contained in deed:
FROM: Ellen H. Waters, formerly Ellen Hammer, as her separate estate
DATED: April 1, 1953
RECORDED: January 11, 1962
RECORDING NO: 5373681
AS FOLLOWS: Except coal and minerals
AFFECTS: Portion of the North 1/2 of the NW 1/4 of the SW 1/4 of Section 14, Township 23 North, Range 5 East

NOTE: No examination has been made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the lands or rights so reserved.

Exhibit C
Form of Parks and Open Space Transfer Agreement

Exhibit B-2

SIERRA HEIGHTS PARK (including Honey Dew Parcels)

~~PIN #0423059313—Sierra Heights Parcel A~~

That portion of Government Lot 2, Section 4, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning at the Southeast corner of said Government Lot 2; thence North 1-36-00 East along the East line thereof 333.76 feet to the intersection with the centerline of the Puget Sound Power and Light Company's Transmission Line right of way and the true point of beginning of this description; thence North 1-36-00 East 216.24 feet; thence North 88-19-05 West parallel with the South line of said Government Lot 2 to the Easterly line of the plat of Western Hills, according to plat recorded in Volume 81 of Plats, Pages 4 and 5, in King County, Washington; thence South 09-44-45 East along said Easterly line to the North line of the South 30 feet of said Government Lot 2; thence South 88-19-05 East along said South line to the center line of said Puget Sound Power and Light Company Transmission Line right of way; thence North 36-26-43 East along said center line to the true point of beginning. TOGETHER WITH an easement for ingress and egress and the maintenance thereof 30 feet in width extending from the Northwesterly corner of the above described property over the Westerly 30 feet of the Southwesterly portion of Government Lot 2 lying immediately North of the above described property and immediately adjacent to, and Easterly of, the plat of Western Hills, to a line running from the Easterly extension of the Northerly boundary of S.E. 98th Street.

SUBJECT TO: Easement for electric transmission line granted by instrument recorded March 10, 1947, under Auditor's File No. 3664560; and by instrument recorded February 14, 1975, under Auditor's File No. 7502140608; Easement for pipeline and appurtenances thereto, recorded May 5, 1964 under Auditor's File No. 5731987; Easement for electric transmission line, recorded February 7, 1929 under Auditor's File No. 2516604.

Honey Dew Park Parcels:

PIN # 0428000290 and part of PIN#0428000095

Those portions of Albert Balch's Sierra Heights No. 4, according to the plat recorded in volume 61 of Plats, page 18, in King County, Washington, and shown thereon as Puget Sound Power & Light Company Transmission Line R/W and Bonneville Transmission Line Easement, described as follows: Beginning at the most Westerly corner of Lot 1, Block 5, of said plat; thence North 09-47-00 West to the most Southerly corner of Lot 6 in Block 4 of said plat; thence North 36-26-43 East to the most Easterly corner of Lot 3 in Block 3 of said plat; thence North 09-47-00 West to the Northeast corner of said Block 3; thence South 88-19-05 East along the South line of S.E. 100th Street as shown on said plat to the Northwest corner of Lot 2 in Block 1 thereof; thence South 36-26-43 West to the most Westerly corner of Lot 5 in

Exhibit C
Form of Parks and Open Space Transfer Agreement

said Block 1; thence South 9-47-00 East to the Southwest corner of said Block 1; thence Westerly along the Northerly line of S.E. 104th Street, as shown on said plat to the most Easterly corner of Block 2 thereof; thence North 09-47-00 West to the most Northerly corner of Lot 1 in said Block 2; thence South 36-26-43 West to the point of beginning.

SUBJECT TO: Easement for pipeline right of way granted to Olympic Pipeline Company by instrument recorded May 27, 1974, under Recording No. 7405270448

An additional portion of PIN #0428000095 Honey Dew Parcel:

Lot 19, Block 1, Albert Balch's Sierra Heights No. 4, according to the plat thereof recorded in volume 61 of Plats, page 19, records of King County, Washington, LESS the North 80 feet thereof.

Exhibit C
Form of Parks and Open Space Transfer Agreement

Exhibit B-3

CEDAR TO SAMMAMISH TRAIL SITE

PARCEL A – TAX PARCEL NO. 142305-9063

The East 518.01 feet of the North half of the Northeast quarter of Section 14, Township 23 North, Range 5 East, W.M., in King County, Washington: EXCEPT the South 150 feet of the East 420.01 feet; AND EXCEPT the North 250 feet of the West 165 feet; AND EXCEPT the East 30.01 feet for 156th Avenue S.E.; AND EXCEPT the North 42 feet for S.E. 128th Street; AND EXCEPT that portion conveyed to King County by Deeds recorded under Recording Numbers 8707280811, 8707280812, 8707280813, 8707280814, and 8707280815.

SUBJECT TO: The right to make necessary slopes for cuts or fills upon property herein described as granted in deed to King County, which deed was recorded on July 8, 1964, under King County Recording No. 5758686; and The right to make necessary slopes for cuts or fills upon property herein described as granted in deed to King County, which deed was recorded on July 28, 1987, under King County Recording No. 8707280811. (Said document was also recorded under King County Recording Nos. 8707280813, 8707280814, and 8707280815.

PARCEL B – TAX PARCEL NOS. 142305-9071 & 142305-9072

The North half of that portion of the South half of the Northeast quarter of the Northwest quarter of Section 14, Township 23 North, Range 5 East, W.M., in King County, Washington, lying North of the South 30 feet of said subdivision; EXCEPT the East 30.01 feet thereof for 156th Avenue SE;

TOGETHER WITH an easement for ingress and egress over the South 30 feet of the Northeast quarter of the Northwest quarter of said Section; EXCEPT the East 30 feet thereof;

TOGETHER WITH an easement for ingress, egress and utilities over, across and upon the West 30 feet of the Northeast quarter of the Northwest quarter of said Section; EXCEPT the North 30 feet; AND EXCEPT the South 30 feet.

SUBJECT TO: Easement for road and utilities, and conditions contained therein, affecting the Westerly 30 feet of said premises, as disclosed by instrument recorded on April 27, 1969, under King County Recording No. 5872161; and Easement for installation and maintenance of the drainfield portion of an on-site sewage disposal system, and conditions contained therein, as disclosed by instrument recorded on October 6, 1983, under King County Recording No. 8310060867.

Exhibit C
Form of Parks and Open Space Transfer Agreement

Exhibit B-4

MAY CREEK PARCELS

Parcel A (Por. of TA#042305-9304)

Beginning at the Northwest corner of Section 4, Township 23 North, Range 5 East, W.M., and proceeding thence South 88°15'36" East 772.69 feet along the Northerly line of said Section 4 to the True Point of Beginning; thence continuing South 88°15'36" East 369.97 feet along said Northerly line of Section 4; thence South 0°53'31" West 547.77 feet to the Northerly right of way line of Southeast 97th Street (Northeast 27th Street); thence along said right of way line the following five courses and distances:

Thence North 50°57'18" West 61.18 feet; thence North 52°16'15" West 132.41 feet; thence North 45°28'12" West 108.50 feet; thence North 81°48'09" West 119.78 feet; thence South 66°17'54" West 20.37 feet; thence on a line parallel to the East line of the Northwest ¼ of the Northwest ¼ of said Section 4, North 0°53'31" East 354.44 feet to the True Point of Beginning and lying within the Northwest ¼ of the Northwest ¼ of Section 4, Township 23 North, Range 5 East, W.M.; Situate in the City of Renton, County of King, State of Washington.

SUBJECT TO:

Easement recorded under Auditor's File No. 6237287.

Parcel B (Por. of TA#042305-9304)

Beginning at the Northwest corner of Section 4, Township 23 North, Range 5 East, W.M., to the True Point of Beginning and proceeding thence South 88°15'36" East 772.69 feet along the North line of said Section 4; thence South 0°53'31" West 354.44 feet to the North right of way line of Northeast 27th Street; thence Westerly along said North right of way line the following five courses and distances: South 66°17'54" West 88.51 feet; thence North 89°09'02" West 183.72 feet; thence North 60°28'29" West 144.56 feet; thence South 89°40'4" West 297.35 feet; thence North 82°45'16" West 41.31 feet to a point 41.00 feet East of the West line of said Section 4; thence North 0°31'03" East 41.28 feet; thence North 82°45'16" West 41.28 feet to the West line of said Section 4; thence North 0°31'03" East 289.51 feet along the West line of said Section 4 to the True Point of Beginning; containing 273,528 square feet of land, more or less, and lying within the Northwest ¼ of the Northwest ¼ of Section 4,

Exhibit C
Form of Parks and Open Space Transfer Agreement

Township 23 North, Range 5 East, W.M.; Situate in the County of King, State of Washington.

SUBJECT TO:

Easement disclosed by instrument recorded under Auditor's File No. 5158227;

Easement to the City of Seattle recorded under Auditor's File No. 2490115.

Parcel C (Por. of TA#042305-9304)

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 23 North, Range 5 East, W.M., King County, Washington, lying Northerly of Southeast 97th Street (Northeast 27th Street), described as follows:
Beginning on the Northerly line of said Southeast 97th Street at its intersection with the West line of said Section; thence North, along the West line of said Section, 41 feet; thence East 1 foot; thence South 40 feet; thence East 40 feet; thence South 1 foot; thence West 41 feet to the Point of Beginning. Contains an area of 82 square feet, or 0.002 acres, more or less.

Parcel D (Por. of TA#042305-9304)

That portion of Section 4, Township 23 North, Range 5 East, W.M.; Beginning 1 foot North of now existing County Road and 1 foot East of West line of Section; thence North 40 feet; thence East 40 feet; thence South 40 feet; thence West 40 feet to the beginning.

Parcel E (TA#042305-9315)

That portion of the East 1,111.28 feet of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 23 North, Range 5 East, W.M., lying Westerly of 120th Place Southeast and Northerly of Southeast 97th Street, King County.

Situate in the City of Renton, County of King, State of Washington.

Parcel F (Por. of TA#322405-9052)

The South $\frac{1}{2}$ of – All that portion of the Pacific Coast R. R. Co.'s Newcastle Branch line right of way, being a strip of land 100 feet in width 50 feet of such width lying on either side of the right of way center line as the same is located over and across the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 24 North, Range 5 East, W.M., in King County, Washington, and having for its Easterly and Westerly termini the extensions Northerly in straight lines of the East and West lines of Tract 52, C. D. Hillman's Lake Washington Garden of Eden, Division No. 1; situate in the County of King, State of Washington.

Exhibit C
Form of Parks and Open Space Transfer Agreement

Parcel G (Por. of TA#322405-9052)

Beginning at the South quarter corner of Section 32, Township 24 North, Range 5 East, W.M., and proceeding thence North 57°56'03" East 643.40 feet to the intersection of the Southerly right of way line of the C & P SRR (abandoned) with the Northwest corner of Lot 52 of Lake Washington Garden of Eden Division No. 1, as per plat recorded in Volume 11 of Plats, page 63; thence North 2°05'47" East 641.47 feet along the Westerly side of Lot 55 to the Southwesterly right of way line of Jones Avenue Northeast; thence along the Southwesterly right of way line the following two courses and distances: North 73°24'52" West 117.10 feet, thence along a curve to the right whose long chord bears North 71°32'56" West, having a radius of 507.68 feet through a central angle of 3°43'53" a distance of 33.06 feet to the True Point of Beginning; thence along the same curve to the right whose long chord bears North 65°07'48" West having a radius of 507.68 feet through a central angle of 9°07'27" a distance of 80.69 feet; thence South 2°12'22" East 33.19 feet along the Easterly right of way of Gensing Avenue to the intersection with the center line of vacated Eighth Avenue; thence South 89°25'06" East 71.86 feet along the said center line of vacated Eighth Avenue to the True Point of Beginning and lying within the Southwest ¼ of the Southeast ¼ of Section 32, Township 24 North, Range 5 East, W.M.; Situate in the City of Renton, County of King, State of Washington.

Parcel H (Por. of TA#334210-3380)

The East 165 feet of Tract 371 of C. D. Hillman's Lake Washington Garden of Eden Addition, Division No. 6, to the City of Seattle, as per plat recorded in Volume 11 of Plats, on page 84, records of King County; EXCEPT therefrom that portion for Southeast 91st Street; EXCEPT therefrom May Valley Logging Co. right of way; EXCEPT all coal and minerals and the right to explore for and mine the same. TOGETHER WITH an easement for ingress and egress as provided in Agreement recorded under Auditor's File No. 7503210045.

SUBJECT TO: Easements and the terms and conditions thereof as disclosed under Recording Nos. 4332559 and 6233066; Covenant to bear equal share in the cost of construction or repair of road, easement for which was granted over adjacent property by instrument recorded under Recording No. 7503210045; Underground Utility Easement as disclosed under Recording No. 7712190875.

Parcel I (Por. of TA#334210-3380)

Exhibit C
Form of Parks and Open Space Transfer Agreement

That portion of the South ½ of the Southeast ¼ of Section 32, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at the Southeast corner of said Section 32, and proceeding thence North 78°37'15" West 1,343.26 feet to the Northeast corner of Lot 53 of C. D. Hillman's Lake Washington Garden of Eden Addition to Seattle, Division No. 1, according to the plat recorded in Volume 11 of Plats, page 63, in King County, Washington; thence along the Northerly line of said Lot 53, along a curve to the left having a radius of 640.67 feet through a central angle of 19°53'40" a distance of 222.68 feet; thence North 71°13'36" West 177.38 feet to the Northwest corner of said Lot 53; thence North 1°51'03" East 104.38 feet to the Southwest corner of Lot 54 of said C. D. Hillman's Lake Washington Garden of Eden Addition to Seattle, Division No. 1; thence along the Southerly line of said Lot 54 along a curve to the right having a radius of 1,109.34 feet through a central angle of 0°56'54" a distance of 18.36 feet; thence South 71°13'36" East 189.40 feet; thence along a curve to the left having a radius of 540.67 feet through a central angle of 20°21'53" a distance of 192.42 feet to the Southeast corner of said Lot 54: thence South 1°25'08" West 100.12 feet to the True Point of Beginning.

SUBJECT TO:

Reservations contained in deed recorded February 18, 1943, under Auditor's No. 3292553, excepting therefrom all mineral rights.

An Easement affecting a portion of said premises for electric transmission line recorded October 27, 1939, under Auditor's No. 3070389.

Parcel J (TA#334210-3515)

That portion of Tract 67 of Hillman's Lake Washington Garden of Eden Addition, to the City of Seattle No. 1, as per plat, recorded in Volume 11 of Plats, on page 63, records of King County, lying Easterly of Section State Highway #2-A, as conveyed to State of Washington by deed recorded under Auditor's File No. 4678770 and Westerly of 108th Avenue Southeast as conveyed to King County by deed recorded under Auditor's File No. 4148580;

TOGETHER WITH that portion of Tracts 68 and 69, of Hillman's Lake Washington Garden of Eden Addition to the City of Seattle No. 1, as per plat, recorded in Volume 11 of Plats, on page 63, in King County, Washington, lying East of State Highway right of way; EXCEPT portion of Tracts 68 and 69, conveyed to King County for road under Deed recorded under Auditor's File No. 4102308; EXCEPT the Southerly 85 feet of the Westerly 437.84 feet of said Tract 68; AND EXCEPT that portion of Tract

Exhibit C
Form of Parks and Open Space Transfer Agreement

68 lying Easterly of 108th Avenue Southeast, also known as Jones Avenue;
Situates in the County of King, State of Washington.

SUBJECT TO:

Easement recorded under Auditor's File No. 4601481.

Relinquishment of right of access to State Highway and of light, view and air, under terms of deed to the State of Washington recorded April 3, 1956, under Auditor's File No. 4678770.

Relinquishment of right of access to highway and of light, view and air, under terms of deed to the State of Washington, recorded May 24, 1956, under Auditor's File No. 4695952.

Right to make necessary slopes for cuts or fills upon property herein described as granted by deed recorded under Auditor's File Nos. 4148580 and 4102308.

Parcel K **(Por. of TA#334270-0557)**

That portion of Lots 111 and 112 in Hillman's Lake Washington Garden of Eden Addition to Seattle No. 2, as per plat recorded in Volume 11 of Plats, page 64, records of King County, Washington, lying Easterly of Interstate Highway No. 405, lying within the following described tract:

Beginning at the South quarter corner of Section 32, Township 24 North, Range 5 East, W.M.; thence North 1°02'55" East 2,655.19 feet to the Southeast corner of Lot 119 in said plat; thence North 1°41'46" East along the East line of said plat 659.56 feet to the Southeast corner of the vacated North ½ of Southeast 86th Street (Griffith Avenue) and the True Point of Beginning; thence North 1°41'46" East along the East line of said plat 346.01 feet to the Northeast corner of Lot 111; thence North 89°43'19" West along the North line of said Lot 111 a distance of 214.63 feet to the Easterly right of way line of Interstate Highway No. 405; thence South 4°35'54" West along said Easterly line 320.84 feet; thence South 89°26'39" East 49.66 feet; thence South 4°36'30" West 25.07 feet to the South line of vacated North ½ of Southeast 86th Street; thence South 89°26'39" East along the South line of said vacated North ½ of Southeast 86th Street a distance of 182.47 feet to the True Point of Beginning;

TOGETHER WITH that portion of Lots 114 and 115 of Hillman's Lake Washington Garden of Eden Addition to Seattle No. 2, as per plat recorded in Volume 11 of Plats, page 64, records of King County, Washington, lying Easterly of Interstate Highway No. 405, as condemned in King County Superior Court Cause No. 493757, described as follows:

Beginning at the South quarter corner of Section 32, Township 24 North, Range 5 East, W.M.; thence North 1°02'55" East 2,655.19 feet to the Southeast corner of Lot 119 in said plat; thence North 1°41'46" East along

Exhibit C
Form of Parks and Open Space Transfer Agreement

the East line of said plat 420.56 feet to the Southeast corner of said Lot 115 and the True Point of Beginning; thence North 1°41'46" East 214.00 feet to the Southerly line of Southeast 86th Street (Griffith Avenue); thence North 89°26'39" West along the Southerly line of said Southeast 86th Street 183.75 feet to the Easterly right of way line of Interstate Highway No. 405; thence South 4°36'30" West along said Easterly line of said Highway 213.97 feet; thence South 89°15'32" East 194.61 feet to the True Point of Beginning;

EXCEPT the North 25 feet of said Lot 114 conveyed to the City of Renton by Deed recorded March 8, 1962, under Auditor's File No. 5396346; Situate in the County of King, State of Washington.

SUBJECT TO:

Permit dated September 17, 1957, for ingress and egress, by instrument recorded under Auditor's file No. 4837878.

Relinquishment of right of access to State Highway and of light, view, and air, under terms of deed to the State of Washington recorded under Auditor's File No. 4673373.

Parcel L (Por. of TA#334270-0557)

That portion of Lot 113 of Hillman's Lake Washington Garden of Eden Addition to Seattle No. 2, as per plat recorded in Volume 11 of Plats, on page 64, records of King County, lying Easterly of State Highway No. 2-A; TOGETHER WITH that portion of vacated North ½ of Southeast 86th Street (Griffith Avenue) adjoining, which upon vacation, attached to said property by operation of law; Situate in the City of Renton, County of King, State of Washington

SUBJECT TO:

Permit for ingress and egress recorded under Auditor's File No. 4837878; Relinquishment of right of access to State Highway recorded under Auditor's File No. 4673373.

Exhibit C
Form of Parks and Open Space Transfer Agreement

Exhibit B-5

MAPLEWOOD HEIGHTS PARK

The North half of the Southwest quarter of the Southeast quarter of Section 13, Township 23 North, Range 5 East, W.M., in King County, Washington.

TITLE EXCEPTIONS:

1. Easement for sewer trunk line in favor of King County Water District No. 90, Recording Number 7606240571
2. Terms and conditions of King County Council Motion No 2113, authorizing the King County Executive to enter into an easement for sewer trunk line with King County Water District No. 90, Recording Number 7609030617.
3. Easement for sewer and water mains in favor of King County Water District No. 90, Recording Number 7611220588.

MATTERS TO BE RESERVED:

1. Agreement pertaining to a waiver of damages for surface drainage in favor of King County, Recording Number 4815287.
2. Project agreement with the State of Washington pertaining to a grant for funding assistance for the acquisition of the subject property, Recording Number 6671652.
3. Deed of right to use land for public recreation purposes with the State of Washington, Recording Number 7201110493.
4. Restrictive easement in favor of the United States of America, Recording Number 7301050336.

Exhibit C
Form of Parks and Open Space Transfer Agreement

Exhibit B-6

GREENBELT PROPERTIES

- i. Tract A, BRIAR HILLS, as recorded in Volume 100 of Plats, page 058, records of King County, Washington SUBJECT TO: conditions of deed as conveyed to King County by deed recorded under Auditor's File No. 7705060672 (Tax Account No. 107200-0450)
- ii. Tract A, BRIARWOOD WEST, as recorded in Volume 93 of Plats, pages 91 through 92, records of King County, Washington SUBJECT TO: conditions of deed as conveyed to King County by deed recorded under Auditor's File No. 7205120476 (Tax Account No. 108180-0510)
- iii. Tract B, BRIAR RIDGE, as recorded in Volume 113 of Plats, pages 60 through 61, records of King County, Washington SUBJECT TO: conditions of plat as dedicated to King County by plat recorded under Auditor's File No. 7912180575 (Tax Account No. 107945-0470)
- iv. Tract A, BRIARWOOD SOUTH NO. 6, as recorded in Volume 097 of Plats, pages 68 through 69, records of King County, Washington SUBJECT TO: conditions of deed as conveyed to King County by deed recorded under Auditor's File No. 7504150425 (Tax Account No. 108133-0420)

Exhibit C
Form of Parks and Open Space Transfer Agreement

Exhibit B-7

Trail / Walkway Properties

Tract B, CAROLWOOD, as recorded in Volume 111 of Plats, pages 099 through 100, records of King County SUBJECT TO: conditions of plat as dedicated to King County by plat recorded under Auditor's File No. 7908280585 (Tax Account No. 139750-unassigned)

Tract B, SERENA PARK, as recorded in Volume 124 of Plats, pages 072 through 073, records of King County, Washington SUBJECT TO: conditions of plat as dedicated to King County by plat recorded under Auditor's File No. 8308090502 (Tax Account No. 769550-5555)

An easement for public trail or walkway purposes dedicated as set forth in CEDAR RIVER BLUFF, as recorded in Volume 172 of Plats, pages 053 through 056, records of King County, Washington.

Exhibit C
Form of Parks and Open Space Transfer Agreement

EXHIBIT C-1

Maplewood Heights Trail Easement

A. King County reserves to itself, its successors and assigns, a permanent perpetual nonexclusive easement (“Easement”) for a public, multi-purpose hard and/or soft-surface regional trail (“Trail”) for public pedestrian, bicycle and other non-motorized uses, over, through, along, and across certain parcels of land situated in Maplewood Park. The Easement shall ultimately be a strip of land generally 30 feet in width, centered on an alignment to be determined by the parties pursuant to the terms of this Easement. The area subject to the Easement shall be referred to herein as the “Trail Corridor.”

B. The Trail Corridor shall enter Maplewood Park (hereinafter the “Property”) on the northern boundary of the Property and shall exit the Property at the Southern boundary of the Property, all within an area 300 feet to the west of the eastern boundary of the Property. Aside from these entry and exit points, the County and Grantee shall consult with one another in good faith to reach agreement on the precise location of the Trail Corridor within the Property. The County and Grantee will seek to agree to the precise location for the Trail Corridor that best serves the public interest in an integrated recreational facility that combines a regional trail and the City’s park and recreation improvements on the site, including active recreation facilities and passive recreation.

C. The Trail Corridor shall allow for vehicular crossing(s), if needed, in order to accommodate the City’s park development plans, so long as safety issues relating to the crossing(s) are adequately addressed. Should City proceed to construction of a vehicle access prior to the County or the City constructing the Trail, City shall coordinate with the County to ensure that the design and construction of the access is compatible with the Trail and Trail crossing.

D. Selection of the location of the Trail Corridor shall occur as follows:

1. To avoid prematurely eliminating from consideration any area that is suitable for the Trail Corridor, the County and City shall reach agreement on the precise location of the Trail Corridor before making any permanent improvements to the Property unless the County and City agree in writing to the installation of such improvements. Such improvements will be appropriate if the improvements are to be located outside the Trail Corridor. If either Party commences its planning process for its respective facilities in the Property, including construction of the Trail by either party, the other Party will participate in good faith to attempt to avoid delaying that planning process.

2. If the parties agree to the location of the Trail Corridor at a general planning level of detail or at any other stage of planning prior to preparation of plans at a schematic design level of detail, the Trail Corridor will initially be 100 feet in width, and shall remain 100 feet in width until construction of the Trail is completed. The 100 foot width will allow the County (or City, in event City is constructing the Trail) to prepare

Exhibit C
Form of Parks and Open Space Transfer Agreement

schematic designs that account for the specific physical characteristics of the land within the Trail Corridor, and to construct the trail. After construction is completed, the Trail Corridor will be generally 30 feet in width, but shall be wider in areas where additional width is needed to accommodate trail amenities and all necessary slopes for cuts and fills for the trail, or to install drainage or detention facilities or other facilities required by a permitting agency that support or provide mitigation for the trail that cannot reasonably be located within the 30 foot width.

3. If the parties agree to the location of the Trail Corridor at a schematic design level of detail for the Trail, the Trail Corridor will be generally 30 feet in width, but shall be wider in areas where additional width is needed to accommodate trail amenities, make all necessary slopes for cuts and fills for the Trail, or to install drainage or detention facilities or other facilities required by the permitting agency that support or provide mitigation for the regional trail that cannot reasonably be located within the 30 foot width.

4. When the parties reach agreement on the location of the Trail Corridor, this Easement shall be amended to add a legal description defining the location of the Trail Corridor. Such amendment may occur more than once if the parties agree to an initial 100 foot wide Trail Corridor that is subsequently narrowed to a generally 30 foot wide Trail Corridor.

E. The County and City shall consult with one another during the design of any drainage or detention facilities for each entity's respective improvements in the Property, to explore whether such facilities could be shared.

F. This Easement includes the right of access for ingress and egress across the Property to the Trail Corridor, the right to make all uses of the Trail Corridor for improvement, construction, alteration, repair, maintenance, trail-related utilities and operation of a public Trail, the right to make all necessary slopes for cuts and fills for a Trail, and the right to use motorized vehicles for the improvement, construction, alteration, repair, maintenance and operation of a Trail and for emergency or (until such time as the Trail is within the corporate limits of the City) law enforcement purposes. Nothing in this Easement shall be limited in any way if the City, consistent with the terms herein, chooses to construct and/or maintain the Trail within the Property.

G. This Easement shall further include the temporary right during construction to stage construction activities on the Property in and around the Trail Corridor as necessary to construct the Trail. Such use shall not commence until the party undertaking the construction has prepared a restoration plan for the affected land, the surface of which shall be restored as nearly as possible to the condition in which it existed prior to construction.

H. If the County undertakes construction of the Trail, the County shall be responsible for the cost of all Trail and related facilities design, construction, repair and replacement. If the City wishes to undertake construction of the Trail on the Property, it shall first notify the County in writing not less than 12 months prior to initiation of construction, which notice shall also set forth a proposed construction schedule. The County may

Exhibit C
Form of Parks and Open Space Transfer Agreement

reject the City's construction request if the County has planned to complete the construction of the Trail on the Property prior to the City's proposed construction completion date or if the County otherwise determines that the City's actions would negatively impact the County's construction of trail segments connecting to the Trail on the Property. If the County does not reject the City's request, the City shall be solely responsible for the cost of all Trail and related facilities design and construction on the Property. The Trail shall be constructed in a manner that meets or exceeds County regional trail standards for the regional trail of which this is a portion, and to ensure its integration into the larger County Trail system which connects to the Trail Corridor at the entry and exit points noted on Exhibit D; and shall be undertaken in a manner consistent with the terms of this Easement. Notwithstanding paragraph I below, the City shall also in such event be responsible for maintenance and operation of the Trail consistent with County standards, policies and practices for improved regional trails for until at least such time as the County has completed construction of the adjacent trail segments connecting to the Trail.

I. The County shall operate and maintain any constructed trail within the Trail Corridor consistent with County standards, policies and practices for improved regional trails and consistent with adopted budget appropriations. However, at its option, the City may instead operate and maintain the constructed trail, consistent with County standards, policies and practices for improved regional trails and if it so chooses, shall notify the County in writing at least 6 months in advance of such action, indicating the period for which the City intends to be responsible for such maintenance and in such event the City shall be solely responsible for any and all costs and liability associated with the maintenance and operation of the Trail for the period so indicated. In any event the Trail shall be operated and maintained in a manner to ensure its integration into the larger County Trail system.

J. City and other non-County improvements in and around the Trail Corridor shall be permitted as follows:

1. The construction, installation or maintenance of structures or improvements, whether temporary or permanent, shall be absolutely **prohibited** within the 30 foot Trail Corridor and shall be deemed an interference with the County's reserved easement rights **unless specifically approved** in writing by the County, which approval shall not be unreasonably withheld. Considerations governing approval shall include whether the proposed structure or improvement would interfere with the County's use of the Trail Corridor for trail purposes or would pose any health or safety risks, and the goal of ensuring reasonable integration of City park and County trail facilities.

2. If the City wishes at its sole expense to construct and maintain benches, picnic tables, picnic shelters, water fountains, or signage within 25 feet outside the 30 foot Trail Corridor it may request approval for such improvements from the County, which approval shall be based on safety considerations and shall not be unreasonably withheld.

3. Except as provided under paragraph J.2 above, the construction, installation or maintenance of permanent structures or improvements shall be absolutely prohibited within 25 feet outside of the 30 foot Trail Corridor, and shall constitute an impermissible interference with the County's reserved easement rights.

Exhibit C
Form of Parks and Open Space Transfer Agreement

4. The County shall retain sole authority over the location, design and number (if any) of any City trails that connect to the Trail within the Property. All other right, title, and interest in the Property that may be used and enjoyed without interfering with the easement rights herein reserved are transferred to the City by this Deed.

K. To the extent permitted by law, each party shall protect, defend, indemnify and save harmless the other party, its officials, employees and agents, from any and all costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages arising out of or in any way resulting from negligent acts, errors, or omissions by the indemnifying party, or its officials, employees or agents in connection with Trail related activities on the Property. If such costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages are caused by, or result from, the concurrent negligence of the parties, or their officials, employees and agents, this Section shall be valid and enforceable only to the extent of the negligence of each party, its officials, employees and agents.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of indemnifying party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the indemnified party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnifying party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed by them.

L. Any facilities installed by the County under the authority of this Easement shall be consistent with the restrictive covenants reserved by the County in this Deed.

M. The easement and agreements contained herein shall be deemed covenants running with the land (subject to the terms hereof) and shall inure to the benefit of and be binding upon County's and City's respective successors and assigns. The exhibits attached hereto are incorporated herein by this reference as if fully set forth.

Exhibit C
Form of Parks and Open Space Transfer Agreement

EXHIBIT C-2

Cedar to Sammamish Trail Site Trail Easement

(redlined to show differences from Exhibit C-1)

A. King County reserves to itself, its successors and assigns, a permanent perpetual nonexclusive easement (“Easement”) for a public, multi-purpose hard and/or soft-surface regional trail (“Trail”) for public pedestrian, bicycle and other non-motorized uses, over, through, along, and across certain parcels of land situated in the Cedar to Sammamish Trail Site described in this Deed. The Easement shall ultimately be a strip of land generally 30 feet in width, centered on an alignment to be determined by the parties pursuant to the terms of this Easement. The area subject to the Easement shall be referred to herein as the “Trail Corridor.”

B. The Trail Corridor shall enter the Cedar to Sammamish Trail Site Property conveyed by this deed (hereinafter the “Property”) on the north-eastern portion of the Property and shall exit the Property at the southwestern portion of the Property in a manner that will most reasonably facilitate the use of the Property as a connection corridor to adjacent designated trail corridors or equivalent transportation corridors. Aside from these entry and exit points, the County and Grantee shall consult with one another in good faith to reach agreement on the precise location of the Trail Corridor within the Property. The County and Grantee will seek to agree to the precise location for the Trail Corridor that best serves the public interest in an integrated recreational facility that combines a regional trail and the City’s park and recreation improvements on the site, including active recreation facilities and passive recreation. The parties agree that the Trail Corridor should be sited to avoid wetland or similar areas on the Property that may impose significant additional trail construction costs.

C. The Trail Corridor shall allow for vehicular crossing(s), if needed, in order to accommodate the City’s park development plans, so long as safety issues relating to the crossing(s) are adequately addressed. Should City proceed to construction of a vehicle access prior to the County or the City constructing the Trail, City shall coordinate with the County to ensure that the design and construction of the access is compatible with the Trail and Trail crossing.

D. Selection of the location of the Trail Corridor shall occur as follows:

1. To avoid prematurely eliminating from consideration any area that is suitable for the Trail Corridor, the County and City shall reach agreement on the precise location of the Trail Corridor before making any permanent improvements to the Property unless the County and City agree in writing to the installation of such improvements. Such improvements will be appropriate if the improvements are to be located outside the Trail Corridor. If either Party commences its planning process for its respective facilities in the Property, including construction of the Trail by either party, the

Exhibit C
Form of Parks and Open Space Transfer Agreement

other Party will participate in good faith to attempt to avoid delaying that planning process.

2. If the parties agree to the location of the Trail Corridor at a general planning level of detail or at any other stage of planning prior to preparation of plans at a schematic design level of detail, the Trail Corridor will initially be 100 feet in width, and shall remain 100 feet in width until construction of the Trail is completed. The 100 foot width will allow the County (or City, in event City is constructing the Trail) to prepare schematic designs that account for the specific physical characteristics of the land within the Trail Corridor, and to construct the trail. After construction is completed, the Trail Corridor will be generally 30 feet in width, but shall be wider in areas where additional width is needed to accommodate trail amenities and all necessary slopes for cuts and fills for the trail, or to install drainage or detention facilities or other facilities required by a permitting agency that support or provide mitigation for the trail that cannot reasonably be located within the 30 foot width.

3. If the parties agree to the location of the Trail Corridor at a schematic design level of detail for the Trail, the Trail Corridor will be generally 30 feet in width, but shall be wider in areas where additional width is needed to accommodate trail amenities, make all necessary slopes for cuts and fills for the Trail, or to install drainage or detention facilities or other facilities required by the permitting agency that support or provide mitigation for the regional trail that cannot reasonably be located within the 30 foot width.

4. When the parties reach agreement on the location of the Trail Corridor, this Easement shall be amended to add a legal description defining the location of the Trail Corridor. Such amendment may occur more than once if the parties agree to an initial 100 foot wide Trail Corridor that is subsequently narrowed to a generally 30 foot wide Trail Corridor.

E. The County and City shall consult with one another during the design of any drainage or detention facilities for each entity's respective improvements in the Property, to explore whether such facilities could be shared.

F. This Easement includes the right of access for ingress and egress across the Property to the Trail Corridor, the right to make all uses of the Trail Corridor for improvement, construction, alteration, repair, maintenance, trail-related utilities and operation of a public Trail, the right to make all necessary slopes for cuts and fills for a Trail, and the right to use motorized vehicles for the improvement, construction, alteration, repair, maintenance and operation of a Trail and for emergency or (until such time as the Trail is within the corporate limits of the City) law enforcement purposes. Nothing in this Easement shall be limited in any way if the City, consistent with the terms herein, chooses to construct and/or maintain the Trail within the Property.

G. This Easement shall further include the temporary right during construction to stage construction activities on the Property in and around the Trail Corridor as necessary to construct the Trail. Such use shall not commence until the party undertaking the construction has prepared a restoration plan for the affected land, the surface of which

Exhibit C
Form of Parks and Open Space Transfer Agreement

shall be restored as nearly as possible to the condition in which it existed prior to construction.

H. If the County undertakes construction of the Trail, the County shall be responsible for the cost of all Trail and related facilities design, construction, repair and replacement. If the City wishes to undertake construction of the Trail on the Property, it shall first notify the County in writing not less than 12 months prior to initiation of construction, which notice shall also set forth a proposed construction schedule. The County may reject the City's construction request if the County has planned to complete the construction of the Trail on the Property prior to the City's proposed construction completion date or if the County otherwise determines that the City's actions would negatively impact the County's construction of trail segments connecting to the Trail on the Property. If the County does not reject the City's request, the City shall be solely responsible for the cost of all Trail and related facilities design and construction on the Property. The Trail shall be constructed in a manner that meets or exceeds County regional trail standards for the regional trail of which this is a portion, and to ensure its integration into the larger County Trail system which connects to the Trail Corridor at the entry and exit points noted on Exhibit D; and shall be undertaken in a manner consistent with the terms of this Easement. Notwithstanding paragraph I below, the City shall also in such event be responsible for maintenance and operation of the Trail consistent with County standards, policies and practices for improved regional trails for until at least such time as the County has completed construction of the adjacent trail segments connecting to the Trail.

I. The County shall operate and maintain any constructed trail within the Trail Corridor consistent with County standards, policies and practices for improved regional trails and consistent with adopted budget appropriations. However, at its option, the City may instead operate and maintain the constructed trail, consistent with County standards, policies and practices for improved regional trails and if it so chooses, shall notify the County in writing at least 6 months in advance of such action, indicating the period for which the City intends to be responsible for such maintenance and in such event the City shall be solely responsible for any and all costs and liability associated with the maintenance and operation of the Trail for the period so indicated. In any event the Trail shall be operated and maintained in a manner to ensure its integration into the larger County Trail system.

J. City and other non-County improvements in and around the Trail Corridor shall be permitted as follows:

1. The construction, installation or maintenance of structures or improvements, whether temporary or permanent, shall be absolutely **prohibited** within the 30 foot Trail Corridor and shall be deemed an interference with the County's reserved easement rights **unless specifically approved** in writing by the County, which approval shall not be unreasonably withheld. Considerations governing approval shall include whether the proposed structure or improvement would interfere with the County's use of the Trail Corridor for trail purposes or would pose any health or safety risks, and the goal of ensuring reasonable integration of City park and County trail facilities.

Exhibit C
Form of Parks and Open Space Transfer Agreement

2. If the City wishes at its sole expense to construct and maintain benches, picnic tables, picnic shelters, water fountains, or signage within 25 feet outside the 30 foot Trail Corridor it may request approval for such improvements from the County, which approval shall be based on safety considerations and shall not be unreasonably withheld.

3. Except as provided under paragraph J.2 above, the construction, installation or maintenance of permanent structures or improvements shall be absolutely prohibited within 25 feet outside of the 30 foot Trail Corridor, and shall constitute an impermissible interference with the County's reserved easement rights.

4. The County shall retain sole authority over the location, design and number (if any) of any City trails that connect to the Trail within the Property. All other right, title, and interest in the Property that may be used and enjoyed without interfering with the easement rights herein reserved are transferred to the City by this Deed.

K. To the extent permitted by law, each party shall protect, defend, indemnify and save harmless the other party, its officials, employees and agents, from any and all costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages arising out of or in any way resulting from negligent acts, errors, or omissions by the indemnifying party, or its officials, employees or agents in connection with Trail related activities on the Property. If such costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages are caused by, or result from, the concurrent negligence of the parties, or their officials, employees and agents, this Section shall be valid and enforceable only to the extent of the negligence of each party, its officials, employees and agents.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of indemnifying party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the indemnified party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnifying party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed by them.

L. Any facilities installed by the County under the authority of this Easement shall be consistent with the restrictive covenants reserved by the County in this Deed.

M. The easement and agreements contained herein shall be deemed covenants running with the land (subject to the terms hereof) and shall inure to the benefit of and be binding upon County's and City's respective successors and assigns. The exhibits attached hereto are incorporated herein by this reference as if fully set forth.

Exhibit C
Form of Parks and Open Space Transfer Agreement

Exhibit D

AFTER RECORDING RETURN TO:
City of RENTON, Washington

QUIT CLAIM DEED

GRANTOR – KING COUNTY
GRANTEE - CITY OF RENTON
LEGAL --

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 RENTON, 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 with 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 D

Drainage Facilities to be Transferred to or Subject to Inspection by City of Renton upon Annexation of East Renton PAA

Table A: Stormwater System Facilities to be transferred to City

DR#	Facility	Address	Type
DR0509	Cemetary Regional Wetland	16400 SE 128 th St.	Regional Pond
DR0555	SE 144 th /161 st Ave. NE	SE 144 th and 161 st Av SE	Regional Pond
DR0546	Puget Colony Homes Ph 1	14200 SE 136 th St.	Channel
DR0547	Puget Colony Homes Ph 2	131500 140 th Ave. SE	Regional Pond

Table B: Commercial Stormwater Facilities to remain in private ownership, but may be inspected by City

Facility Name	Facility Address
Puget Sound Energy - Maplewood Hills	SE 128 th St./155 th Ave. SE
KC Water District 90	18239 SE 136 th St.
Liberty High School	16655 SE 136 th St.
Lord of Life Lutheran Church	12819 160 th Ave. SE
Liberty High School Parking Lot	16655 SE 136 th St.
Water District 90 Treatment Facility #1	18602 SE Jones Rd.

Exhibit D continued

Table C: Stormwater Facilities Serving Residential Development to be Transferred to City

<i>FACILITY NAME</i>	<i>FACILITY ADDRESS</i>
Maplewood Manor	14042 SE 141 st St.
Briar Ridge	14409 148 th Pl. SE
Cedar River Bluff	14400 144 th Ave. SE
Brookshire East	15400 SE 133 rd Ct.
Willowbrook Lane	13600 152 nd Pl SE
AAA 2YR Bond Highland	13700 154 th Ave. SE
AAA 2YR Bond Highland	14005 149 th Pl SE
Briar Hills #4	14995 SE 142 nd St.
Briar Hills #1	14995 SE 142 nd St.
Briar Ridge	15006 SE 145 th Pl.
Briary Hills #3	15107 SE 145 th Pl.
Ridge Point Estates	15108 SE 145 th Pl.
Briarwood Estates	13028 164 th Ave. SE
Carolwood 1 & 2	15616 SE 143 rd Pl.
Serena Park	16404 SE 143 rd Pl.
Liberty Lane	16241 SE 137 th Pl.
Liberty Lane	16203 SE 137 th Pl.
Briar Park #1	14731 160 th Pl. SE
Briarwood South #4	16225 SE 145 th Pl.
Serena Park	16712 SE 144 th St.
Serena Park	14240 164 th Ave. SE
SP S0988009	17407 SE 136 th St.

Exhibit E

Drainage Facility and Related Property Interests to be Transferred to the City

1. Drainage Related Lands held by King County and Described as Follows:

That portion of the East one half of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 13, Township 23 North, Range 5 East, W.M., King County, Washington lying Northerly of the following described line: Beginning at the northwest corner of said east one half; thence South $01^{\circ}54'34''$ East 145 feet to the True Point of beginning and beginning of said line; thence South $84^{\circ}11'12''$ East 120.95 feet; thence South $01^{\circ}54'34''$ East 60 feet; thence North $65^{\circ}37'23''$ East 147 feet, more or less, to a point which is North $82^{\circ}21'25''$ West 70 feet from the East line of said east one half; thence South $82^{\circ}21'25''$ East 70 feet and the terminus of said line. (Tax Account No. 132305-9076)

That portion of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 13, Township 23 North, Range 5 East, W.M., King County, Washington described as follows: Beginning at the Southeast corner of the North 333 feet of the West 230 feet of said subdivision, said West 230 feet to be measured parallel with the North line of said subdivision, thence South $2^{\circ}09'27''$ East, parallel with the West line of said subdivision, 318.19 feet, more or less, to the South line of said subdivision; thence Easterly, along said South line 252.16 feet, more or less, to the West line of the East 168 feet of said subdivision; thence Northerly along said West line 258.44 feet to the South line of the North 393 feet of said subdivision; thence North $89^{\circ}33'47''$ West, along said South line 175 feet more or less, to the West line of the East 343 feet of said subdivision; thence Northerly, along said West line 60 feet to the Southwest corner of the North 333 feet of the East 343 feet of said subdivision; thence North $89^{\circ}33'47''$ West 82 feet, more or less, to the point of beginning; TOGETHER WITH an easement for ingress, egress and utilities over the West 40 feet of the East 343 feet of the South 351 feet of the North 393 feet of said subdivision; LESS coal and mineral rights. (Tax Account No. 132305-9090)

Commencing at the Northwest corner of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 13, Township 23 North, Range 5 East, W.M. King County, Washington; thence East 230 feet; thence South 660 feet, more or less, to the South line of said subdivision; thence West 230 feet; thence North 660 feet; EXCEPT the Westerly 30 feet thereof deeded to King County by deed recorded under King County Recording Number 3189344; AND EXCEPT the Northerly 333 feet; LESS coal and mineral rights. (Tax Account No. 132305-9108)

That portion of the following described Tract "X" lying Southwesterly of the following described line: Beginning at the Southeast corner of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 13, Township 23 North, Range 5 East, W.M., King County, Washington; thence North $02^{\circ}09'27''$ West, along the East line of said subdivision, 100 feet to the True Point of Beginning; thence North $87^{\circ}33'47''$ West parallel with the South line of said subdivision 45.96 feet; thence North $18^{\circ}54'48''$ West 149.98 feet; thence North $62^{\circ}46'04''$ West 20.00 feet; thence North $02^{\circ}09'27''$ West 58.00 feet; thence North $87^{\circ}33'47''$ West 61.19 feet; more or less, to the West line of said Tract and the terminus. Tract "X": The East 168 feet of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 13, Township 23 North, Range 5 East, W.M., in King County, Washington; EXCEPT the North 245 feet; and EXCEPT the East 30 feet for road purposes; and LESS coal and mineral rights. (Tax Account No. 132305-9135)

The South 30 feet of the East 75 feet of Lot 1, Block 1, Cedar Park Five-Acre Tracts;

WITH that portion of Lot 2, Block 1, Cedar Park Five-Acre Tracts lying Northeast of the following described line: Beginning at the Northeast corner of Lot 2, Block 1, Cedar Park Five-Acre Tracts; thence North $87^{\circ}10'11''$ West, 75 feet to the True Point of Beginning; thence South $23^{\circ}06'34''$ East, 200.58 feet, more or less, to the East line of Lot 2, Block 1, Cedar Park Five-Acre Tracts, according to the Plat thereof recorded in Volume 15 of Plats, Page 91, in King County, Washington. (Tax Account No. 145750-0006)

A portion of the West half of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 13, Township 23, Range 5 East, LESS the West 30 feet thereof lying northerly of the following described line: Beginning at the Northwest corner of the above described property thence South $02^{\circ}09'27''$ East along the West line thereof 75 feet to the True Point of Beginning; thence South $68^{\circ}11'46''$ East 240 feet; thence North $84^{\circ}57'26''$ East 75 feet more or less to the East line of said property and the terminus of said line; LESS coal and mineral rights. (Tax Account No. 132305-9141)

Tract A of KING COUNTY SHORT PLAT 988009, Recording number 9211031113 said short plat defined as follows: Lot 4 of King County short plat No. 1281009 filed under recording No. 8305240824 being a portion of Lot 2 of King County short plat No. 776042 filed under recording No. 7612030576 being a portion of the northwest quarter of the southeast quarter, LESS coal and mineral rights. (Tax Account No. 132305-9139)

Tract A of King County Short Plat L96S0036 as filed under Recording No. 9903319002 said short plat defined as the west half of the southwest quarter of the northwest quarter of the northwest quarter LESS the west 30 feet for road; LESS portion lying north of the following described line – Beginning at the northwest corner of the southwest quarter of the northwest quarter of the northwest quarter thence $S02^{\circ}09'27''E$ 75 feet to the POINT OF BEGINNING, thence $S68^{\circ}11'46''E$ 240 feet, thence $N84^{\circ}57'26''E$ 75 feet more or less to the east line of the west half of the southwest quarter of the northwest quarter of the northwest quarter and terminus of said line. (Tax Account No. 132305-9148)

Tract C, SERENA PARK, as recorded in Volume 124 of Plats, pages 072 through 073, records of King County, Washington (Tax Account No. 769550-0370)

Tract B, BRIAR HILLS, as recorded in Volume 100 of Plats, page 058, records of King County, Washington (Tax Account No. 107200-0460)

Tract A, BRIAR HILLS NO. 4, as recorded in Volume 113 of Plats, page 077, records of King County, Washington (Tax Account No. 107203-0540)

Tract A, BRIARWOOD SOUTH NO. 4, as recorded in Volume 091 of Plats, page 074, records of King County, Washington (Tax Account No. 108131-0320)

Tract A, CAROLWOOD, as recorded in Volume 111 of Plats, pages 099 through 100, records of King County, Washington (Tax Account No. 139750-0110)

Tract A, LIBERTY LANE, as recorded in Volume 113 of Plats, pages 020 through 021, records of King County, Washington (Tax Account No. 430650-0130)

Tract A, WILLOWBROOK LANE, as recorded in Volume 170 of Plats, pages 001 through 004, records of King County, Washington (Tax Account No. 943275-0210)

Tract A, MAPLEWOOD MANOR, as recorded in Volume 106 of Plats, pages 092 through 093, records of King County, Washington (Tax Account No. 512870-0150)

Tract A, BRIAR PARK NO. 1, as recorded in Volume 105 of Plats, pages 056 through 057, records of King County, Washington (Tax Account No. 107930-0100)

Tract A, BRIAR RIDGE, as recorded in Volume 113 of Plats, pages 060 through 061, records of King County, Washington (Tax Account No. 107945-0460)

Tract N, EVENDELL, as recorded in volume 229 of Plats, pages 034 through 042, records of King County, Washington (Tax Account No. Unassigned)

Tract A, RIDGE POINT ESTATES, as recorded in Volume 164 of Plats, pages 084 through 085, records of King County, Washington (Tax Account No. 730290-0180)

2. All drainage easements dedicated to King County or the public in the following recorded plats:

ALBERT BALCH'S WHISPERING PINES, as recorded in Volume 070 of Plats, page 051, records of King County, Washington

BEACH HOME ESTATES NO. 1, as recorded in Volume 075 of Plats, page 055, records of King County, Washington

BEACH HOME ESTATES NO. 2, as recorded in Volume 070 of Plats, page 089, records of King County, Washington

BLACK LOAM FIVE-ACRE TRACTS, as recorded in Volume 012 of Plats, page 101, records of King County, Washington

BOYDSTONS 1ST ADDITION, as recorded in Volume 070 of Plats, page 060, records of King County, Washington

BRIAR HILLS, as recorded in Volume 100 of Plats, page 058, records of King County, Washington

BRIAR HILLS NO. 2, as recorded in Volume 102 of Plats, page 090, records of King County, Washington

BRIAR HILLS NO. 3, as recorded in Volume 107 of Plats, page 036, records of King County, Washington

BRIAR HILLS NO. 4, as recorded in Volume 113 of Plats, page 077, records of King County, Washington

BRIAR PARK NO. 1, as recorded in Volume 105 of Plats, pages 056 through 057, records of King County, Washington

BRIAR RIDGE, as recorded in Volume 113 of Plats, pages 060 through 061, records of King County, Washington

BRIARWOOD LANE, as recorded in Volume 104 of Plats, pages 030 through 031, records of King County, Washington

BRIARWOOD SOUTH, as recorded in Volume 084 of Plats, page 037, records of King County, Washington

BRIARWOOD SOUTH NO. 2, as recorded in Volume 084 of Plats, page 046, records of King County, Washington

BRIARWOOD SOUTH NO. 3, as recorded in Volume 088 of Plats, page 007, records of King County, Washington

BRIARWOOD SOUTH NO. 4, as recorded in Volume 091 of Plats, page 074, records of King County, Washington

BRIARWOOD SOUTH NO. 5, as recorded in Volume 093 of Plats, page 016, records of King County, Washington

BRIARWOOD SOUTH NO. 6, as recorded in Volume 097 of Plats, pages 068 through 069, records of King County, Washington

BRIARWOOD WEST, as recorded in Volume 093 of Plats, pages 091 through 092, records of King County, Washington

CAROLWOOD, as recorded in Volume 111 of Plats, pages 099 through 100, records of King County, Washington

CAROLWOOD NO. 2, as recorded in Volume 114 of Plats, page 074, records of King County, Washington

CEDAR CREST ESTATES, as recorded in Volume 095 of Plats, page 054, records of King County, Washington

CEDAR PARK FIVE-ACRE TRACTS, as recorded in Volume 015 of Plats, page 091, records of King County, Washington

CEDAR RIVER BLUFF, as recorded in Volume 172 of Plats, pages 053 through 056, records of King County, Washington

CEDAR RIVER FIVE ACRE TRACTS, as recorded in Volume 016 of Plats, page 052, records of King County, Washington

DERRYHURST, as recorded in Volume 066 of Plats, page 074, records of King County, Washington

EAST CREST, as recorded in Volume 087 of Plats, page 049, records of King County, Washington

EAST CREST NO. 2, as recorded in Volume 093 of Plats, page 081, records of King County, Washington

EASTWOOD PARK DIVISION NO. 2, as recorded in Volume 088 of Plats, pages 063 through 065, records of King County, Washington

EVENDELL, as recorded in Volume 229 of Plats, pages 034 through 042, records of King County, Washington

GOES PLACE, as recorded in Volume 085 of Plats, pages 012 through 013, records of King County, Washington

HIDEAWAY HOME SITES, as recorded in Volume 081 of Plats, pages 088 through 089, records of King County, Washington

HAMILTON PLACE, as recorded in Volume 225 of Plats, pages 099 through 102, records of King County, Washington

HENDRICKSONS HEIGHTS ADDITION NO. 1, as recorded in Volume 062 of Plats, page 002, records of King County, Washington

HENDRICKSONS HEIGHTS ADDITION NO. 2, as recorded in Volume 063 of Plats, page 063, records of King County, Washington

HENDRICKSONS HEIGHTS ADDITION NO. 3, as recorded in Volume 070 of Plats, page 054, records of King County, Washington

HIGHLAND ESTATES, as recorded in Volume 212 of Plats, pages 010 through 013, records of King County, Washington

INTERLAKE ADDITION NO. 1, as recorded in Volume 083 of Plats, pages 096 through 097, records of King County, Washington

JANETTS RENTON BOULEVARD TRACTS, as recorded in Volume 017 of Plats, page 060, records of King County, Washington

KIMBER LANE, as recorded in Volume 091 of Plats, page 013, records of King County, Washington

KING COUNTY Short Plat No. L95S0020, as recorded in Volume 115 of Plats, page 196, records of King County, Washington

KING COUNTY Short Plat No. L96S0032, as recorded in Volume 128 of Plats, page 199, records of King County, Washington

KING COUNTY Short Plat No. L96S0036, as recorded in Volume 128 of Plats, pages 244 through 245, records of King County, Washington

KING COUNTY Short Plat No. S90S0040, as recorded under recording number 199501109004, Volume 101 of Plats, page 236, records of King County, Washington

KING COUNTY Short Plat No. 988009, as filed under recording number 199211031113, records of King County, Washington

KING COUNTY Short Plat No. 377136, as recorded under Auditor's Filing number 7803060923, records of King County, Washington

LAMANS PLACE, as recorded in Volume 086 of Plats, pages 083 through 084, records of King County, Washington

LIBERTY LANE, as recorded in Volume 113 of Plats, pages 020 through 021, records of King County, Washington

LINDA HOMES, as recorded in Volume 074 of Plats, page 006, records of King County, Washington

MAPLE RIDGE, as recorded in Volume 086 of Plats, pages 085 through 086, records of King County, Washington

MAPLE RIDGE NO. 2, as recorded in Volume 090 of Plats, page 009, records of King County, Washington

MAPLEWILD, as recorded in Volume 086 of Plats, page 031, records of King County, Washington

MAPLEWOOD HEIGHTS, as recorded in Volume 078 of Plats, pages 001 through 004, records of King County, Washington

MAPLEWOOD HEIGHTS NO. 2 as recorded in Volume 087 of Plats, pages 053 through 054, records of King County, Washington

MAPLEWOOD MANOR, as recorded in Volume 106 of Plats, pages 092 through 093, records of King County, Washington

MARYWOOD, as recorded in Volume 090 of Plats, page 032, records of King County, Washington

MCINTIRE HOMESITES, as recorded in Volume 058 of Plats, page 082, records of King County, Washington

NICHOLS PLACE, as recorded in Volume 231 of Plats, pages 001 through 005, records of King County, Washington

PUGET COLONY HOMES, as recorded in Volume 086 of Plats, page 059, records of King County, Washington

RENTON SUBURBAN TRACTS, as recorded in Volume 057 of Plats, pages 072 through 073, records of King County, Washington

RENTON SUBURBAN TRACTS, DIVISION No. 2, as recorded in Volume 058 of Plats, pages 097 through 098, records of King County, Washington

RENTON SUBURBAN TRACTS, DIVISION No. 3, as recorded in Volume 059 of Plats, pages 082 through 084, records of King County, Washington

RENTON SUBURBAN TRACTS DIVISION NO. 4, as recorded in Volume 061 of Plats, pages 074 through 076, records of King County, Washington

RENTON SUBURBAN TRACTS, DIVISION No. 5, as recorded in Volume 063 of Plats, pages 097 through 098, records of King County, Washington

RENTON SUBURBAN TRACTS, DIVISION No. 6, as recorded in Volume 066 of Plats, pages 033 through 035, records of King County, Washington

RENTON SUBURBAN TRACTS DIVISION NO. 7, as recorded in Volume 069 of Plats, pages 039 through 041, records of King County, Washington

RENTON SUBURBAN TRACTS DIVISION NO. 8, as recorded in Volume 069 of Plats, pages 074 through 076, records of King County, Washington

RICH LEA CREST, as recorded in Volume 088 of Plats, page 071, records of King County, Washington

RIDGE POINT ESTATES, as recorded in Volume 164 of Plats, pages 084 through 085, records of King County, Washington

ROSE GARDENS, as recorded in Volume 083 of Plats, page 069, records of King County, Washington

SERENA PARK, as recorded in Volume 124 of Plats, pages 072 through 073, records of King County, Washington

SKYFIRE RIDGE DIV NO. 1, as recorded in Volume 141 of Plats, pages 093 through 099, records of King County, Washington

WEGLINS 1ST ADDITION, as recorded in Volume 068 of Plats, page 006, records of King County, Washington

WILLIAMS SUNNY SLOPES, as recorded in Volume 073 of Plats, page 073, records of King County, Washington

WILLOWBROOK LANE, as recorded in Volume 170 of Plats, pages 001 through 004, records of King County, Washington

WHITE FENCE RANCH, Assessor's Plat of, as recorded in Volume 065 of Plats, page 006, records of King County, Washington

3. The following easements:

Drainage easement over a portion of SE ¼ of 15-23-5 (Stallings).

Drainage easement over the northeasterly 10 feet of Lot 32 of Puget Colony Homes (Dembowski).

Storm/Drainage easement over a portion of property described as follows: Beginning at a point 168 feet west of the northeast corner of the northwest quarter of the northwest quarter of the northwest quarter of Section 13, Township 23 North, Range 5 East, W.M.; thence south 303 feet to the True Point of Beginning; thence north 90 feet to the True Point of Beginning; less Coal and Mineral Rights (Holcomb).

4. The following declarations of covenant:

Declaration of Covenant filed under recording number 20021106001872

Declaration of Covenant filed under recording number 20030604003025

Declaration of Covenant filed under recording number 20050804001352 according to the Evendell Plat filed under King County Recording No. 20050726000751

Exhibit F

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

QUIT CLAIM DEED

**GRANTOR – KING COUNTY
GRANTEE - CITY OF Renton
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 RENTON, 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:

Dated this _____ day of _____, 2007.

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 G

East Renton Potential Annexation Area Police Services Transition Plan

- A. Effective Date:** Effective Date of the Annexation Area Annexation, or termination of a sheriff services contract for the Annexation Area, if any is entered into, whichever is later.
- B. Desired outcomes**
1. The King County Sheriff's Office ("KCSO") and City of Renton ("City") share a goal to work together to ensure that the transition is conducted in a professional manner, and that there are no breaks in service for the residents of the Annexation Area.
- C. Roles and responsibilities**
1. The KCSO Contracts Unit is responsible for:
 - a. Facilitating the transition process.
 - b. Ensuring that all transition elements are addressed and completed.
 - c. Working with Precinct Three to address operational components of change.
 - d. Working with non-precinct KCSO units to ensure smooth transition.
 - e. Serving as primary contact for the City.
 2. The KCSO Precinct Three is responsible for:
 - a. Ensuring the operations are smoothly transitioned, including sharing of crime information as requested by the City.
 3. The City, including its police department, is responsible for:
 - a. Ensuring that the police department is able to provide service in the Annexation Area beginning on the effective dates of the annexations.
 - b. Determining the information needed from the KCSO regarding crime, detective cases, or other law enforcement activities.
 - c. Requesting the information identified above in a timely manner.
- D. Workload**
1. Records
 - a. The KCSO will retain all original records for events happening before the effective annexation date in accordance with state records retention schedules. KCSO will provide copies of the records upon written request from the City Police Department, following KCSO protocols.
 2. Fingerprinting and Concealed Weapons Permits
 - a. Renton residents can continue to receive these services at KCSO locations, or may go to the City Police for these services.
 3. Sex offender tracking, contacts, and notifications

- a. From and after the effective date of the annexation, the City will become responsible for holding community meetings for any sex offenders living in the Annexation Area, with the exception of already-scheduled meetings. Further, the City will be responsible for all legally mandated contacts and monitoring. The KCSO retains responsibility for sex offender registration in accordance with applicable statutes.
4. Investigations
 - a. KCSO detectives will continue to handle all investigations that are active at the date of annexation, unless otherwise negotiated with the City. At the City's request, the KCSO will arrange for an information exchange with city detectives in order to pass on information regarding any cases that the City will investigate. Investigation of criminal matters occurring from and after the effective date of annexation will be the responsibility of the City.

E. Emergency 9-1-1 Services (Communication & Dispatch)

1. City Police will be responsible for ensuring that their communications and dispatch services are prepared to take Annexation Area calls beginning on the effective dates of the annexations. This includes arranging for such 9-1-1 calls to be directed to the proper communications center. City Police will provide the E-911 Program Office with at least 30 days advance notice of the anticipated effective date of the annexation to allow sufficient time for the E-911 Program Office and Qwest to process E-911 database changes before the effective date of the annexations.
2. The KCSO and the E-911 Program Office will be responsible for discontinuing communication and dispatch service to the Annexation Area on the effective dates of the annexations. The KCSO and the E-911 Program Office will assist Renton's communications service in making the switch, with the City having primary responsibility.

F. Notification to affected units

1. The KCSO Contracts Unit will notify all KCSO units of the annexations, and will work with them to resolve any concerns.