

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Transfer of Road-Related Properties.

Upon the effective date of annexation, the County shall convey to the City by quitclaim deed, substantially in the form of **Exhibit B** attached hereto and incorporated herein by reference, the Road-Related Properties located in the Annexation Area and identified in **Exhibit C** attached hereto and incorporated herein by reference, subject to all rights, conditions, covenants, obligations, limitations and reservations of record; and the City shall accept the same. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Road Related Properties. The City covenants that the properties described in Exhibit C shall continue to be used and maintained in perpetuity for road-related purposes unless other equivalent lands within the City are received in exchange therefore; or if the Property is sold or traded for land not for an equivalent use, the City shall pay the County the tax assessed value of the property as of the date the property is transferred to the City under this Agreement.

- b. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Road-Related Properties.
 - i. The City will have the opportunity to inspect the Road-Related Properties before accepting ownership. However, regardless of such inspection, the City has the duty to accept all facilities as specified in this Agreement. The City's inspection shall not, however, constitute a waiver of any indemnification required by the County for negligent acts or omissions of the County, its officers, agents, and employees, or any of them, during the period of County ownership. The County will make its records concerning the Road-Related Properties available to the City, and the County personnel most knowledgeable about the Road-Related Properties will be available to jointly inspect the property with City personnel and to provide the City the status of maintenance of such facilities, and to point out known conditions, including any defects or problems, if any, with the Road-Related Properties. The City agrees to accept the Road-Related Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Related Properties during the period of City ownership.
 - ii. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Road-Related Properties, and no official, employee, representative, or agent of King County is authorized otherwise.
- c. Environmental Liability related to the Road-Related Properties.
 - i. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
 - ii. Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Road-Related Properties by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on, changing the configuration of, or changing the use of the Road-Related Properties.
 - iii. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing within ninety (90) days of discovery. The Parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

iv. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

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

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

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

e. Survival

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

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

a. Greenbelt Properties.

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

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

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

c. Environmental Liability Greenbelt.

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

d. Indemnification regarding Greenbelt Properties.

- i. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, during the County's period of ownership. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend

the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

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

e. Park and Open Space Facilities and Properties.

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

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

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

King County:

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

City of Kent:

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

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

8. INDEMNIFICATION.

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

- a. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved. If final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- b. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; If final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.
- c. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, and the County, its agents, employees, and/or officers, then this Section 8 shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

- d. The provisions of this Section 8 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

9. EXECUTION OF DOCUMENT

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

10. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement, together with all Exhibits hereto, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no prior agreements shall be effective for any purpose.
- b. Filing. A copy of this Agreement shall be filed with the Kent City Clerk and recorded with the King County Recorder's Office.
- c. Records. Until December 31, 2020, any of either party's records related to any matters covered by this Intergovernmental Agreement, and not otherwise privileged, shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. Other provisions of this Section 10 notwithstanding, police/sheriff records shall be retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.
- d. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- e. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- f. Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

- g. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- h. Dispute Resolution. The Parties should attempt, if appropriate, to use an alternative dispute resolution ("ADR") process such as mediation through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for ADR services would be divided equally between the Parties. Each Party would be responsible for the costs of their own legal representation.
- i. Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- j. No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- k. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any ADR, arbitration or lawsuit arising out of this Agreement.
- l. Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.
- m. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 6. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 6. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- n. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- o. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
- p. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right, privilege, interest, cause of action, duty, or obligation under this Agreement or based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF KENT:

KING COUNTY:

Suzette Cooke, Mayor

Dow Constantine, Executive

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

DATED: _____

DATED: _____

Approved as to Form:

Approved as to Form:

City Attorney

Sr. Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON FOLLOWING PAGE

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the State of Washington, residing

at _____

City and State

My appointment expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the State of Washington, residing

at _____

City and State

My appointment expires _____

Exhibit A

Description of Annexation Area

Panther Lake Proposed Annexation Area

Legal Description

BOUNDARIES OF THE PANTHER LAKE ANNEXATION AREA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

thence S05°32'16"E 256.57 feet;

thence S05°03'27"E 179.40 feet;

thence S02°16'36"W 119.91 feet;

thence S13°50'14"E 114.38 feet;

thence S09°57'42"E 178.35 feet;

thence S10°45'26"E 264.27 feet;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit C

Roads Related Properties

- 092205-9183 Retention/detention pond: Between 127th PL E & 130th Ave SE on SE 208th St.
- 042205-9084 Retention/detention pond: Between 116th Ave SE & 120th Ave SE on SE 208th Street
- 092205-9046 Retention/detention pond: Between 130th Ave SE & 132nd Ave SE on SE 208th Street

Legal Descriptions

Tax Parcel #: 092205-9183

Legal Description:

PORTION OF W 60 FT OF E HALF NW QTR NE QTR NE QTR STR 09-22-05 LYING NLY OF LINE 275 FT SLY OF & PARALLEL WITH CENTERLINE OF SE 208TH ST AS SURVEYED BY KING CO ROAD SURVEY NO 8-22-5-19 EXC PORTION LYING WITHIN SE 208TH ST & EXC PORTION CONVEYED TO KING CO BY DEED UNDER RECORDING NO 6527008; TGW PORTION E HALF NW QTR NE QTR NE QTR STR 09-22-05 EXC W 60 FT & EXC PORTION LYING WITHIN SE 208TH ST & EXC PORTION CONVEYED TO KING CO BY DEED UNDER RECORDING NO 6527008 DAF: BEGIN AT NW CORNER OF ABOVE DESCRIBED PARCEL TH SLY ALONG W LINE THEREOF 245 FT TH N46-13-14E 56.57 FT TH S71-08-43E 181.53 FT TH N88-46-46E 60.30 FT TO E LINE OF PARCEL TH NLY 260 FT ALONG E LINE OF SAID PARCEL TO NE CORNER THEREOF TH WLY & PARALLEL WITH CENTERLINE OF SE 208TH ST ALONG NLY LINE OF SAID PARCEL 273.30 FT TO POB (SUBJECT TO BONNEVILLE TRANSMISSION LINE EASEMENT)

Tax Parcel #: 042205-9084

Legal Description:

The east 100 feet of the west 856 feet of the south 230 feet of Government Lot 6 in Section 4, Township 22 North, Range 5 East, SW.M.; EXCEPT that portion conveyed to King County for Southeast 208th Street; situate in the County of King, state of Washington. Contains an area of 20,000 square feet, or 0.0459 acre, more or less. TOGETHER WITH that portion of Government Lot 6 as described as follows: Beginning at the intersection of the south line of Government Lot 6 with the easterly line of the west 462 feet of said Government Lot 6 a distance of 494 feet; Thence north parallel with the west line of said Government Lot 6, 170 feet more or less, to the thread of a small stream; Thence northwesterly along the thread of said stream to the intersection of the north line of the south 300 feet of said Government Lot 6; Thence west along said north line to its intersection with the east line of the west 462 feet of said Government Lot 6; Thence southerly along said east line 300 feet to the True Point of Beginning; EXCEPT the east 100 feet of the west 856 feet of the south 230 feet of said Government Lot 6; AND EXCEPT that portion conveyed to King County for SE 208th Street; situate in the County of King, State of Washington. Contains an area of 23,054 square feet, or 0.5292 acre more or less.

Tax Parcel #: 092205-9046

Legal Description:

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

Exhibit D

Greenbelt Properties

Coronado Knolls

Tax Parcel #: 162205-9091

Address: At the intersection of SE 231st Street and 127th Avenue SE

Legal Description:

POR OF W 1/2 OF NE 1/4-BEG SE COR SD W 1/2 TH N ALG E LN THOF 140 FT TH N 45-25-39 W 101.10 FT TH N 89-14-57 W 100 FT TH N 14-31-03 E 63.48 FT TH N 75-28-57 W 56 FT TH N 14-31-03 E 148 FT TH N 75-28-57 W 25 FT TO TPOB TH CONTG N 75-28-57 W 46.48 FT TO CURVE TO RGT RAD PT BEARS N 14-31-03 E 126 FT TH NWLY ALG SD CURVE 31.59 FT TH N 28-52-58 E 104.28 FT TH N 46-16-24 W 240.29 FT TH N 11-28-35 W 133.94 FT TH N 76-19-01 E 60.04 FT TH S 11-28-35 E 117.46 FT TH S 46-16-24 E 225.48 FT TH S 88-49-32 E 30.19 FT TH S 01-10-28 W 32 FT TAP ON CURVE TO RGT RAD PT BEARS N 88-49-32 W 272 FT TH SWLY ALG SD CURVE 63.34 FT TH S 14-31-03 W 43.43 FT TAP ON CURVE TO RGT RAD PT BEARS N 75-28-57 W 25 FT TH SWLY ALG SD CURVE 39.27 FT TO TPOB

Glenmar, Tract A

Tax Parcel #: 279610-0800

Address: At the intersection of SE 231st Street and 127th Avenue SE

Legal Description:

Glenmar, Tract A, as recorded in Volume 105 of Plats, pages 28-29, records of King County, Washington (Tax Account #279610-0080)

Glencarin No. 3, Tract A

Tax Parcel #: 278732-0800

Address: East of 121st Place SE and south of SE 218th Place

Legal Description:

GLENCARIN DIV No. 3 TRACT A, as recorded in Volume 109 of Plats, pages 5-7, records of King County, Washington (Tax Account 278732-0800)

Glencarin Trace, Tract A

Tax Parcel #: 278750-0370

Address: East of 121st Place SE and south of SE 218th Place

Legal Description:

Glencarin Trace, Tract A, as recorded in Volume 108 of Plats, pages 83-84, records of King County, Washington (Tax Account #278750-0370)

Linda Crest Division 2, Tract A,

Tax Parcel #: 432421-0190

Address: East of 124th Avenue SE

Legal Description:

LINDA CREST DIVISION 2, TRACT B, as recorded in Volume 137 of Plats, pages 70-72, records of King County, Washington (Tax Account #s 432421-0190)

Exhibit D, Continued

Linda Highlands Division 1, Tracts A & B

Tax Parcel #: 432455-0510
Address: East of 124th Avenue SE

Legal Description:

LINDA HIGHLANDS DIV # 1 SUBJ TO TRANS LN ESMT, aka, Linda Highlands No.1, Tracts A and B, as recorded in Volume 91 of Plats, page 25, records of King County, Washington (Tax Account #432455-0510 and 432455-0520)

Meridian Highlands-POR

Tax Parcel #: 162205-9099
Address: East of 124th Avenue SE

Legal Description:

POR OF W 1/2 OF NE 1/4 DAF: BEG NW COR PLAT OF MERIDIAN HIGHLANDS TH S 57-37-03 E 189.28 FT; TH S 51-23-04 E 73.21 FT; TH S 38-36-56 W TO NLY MGN SE 227TH ST 100 FT; TH S 51-23-04 E ALG SD NLY MGN 75 FT; TH N 38-36-56 E 100 FT TH S 53-28-25 E 78.10 FT; TH S 40-50-15 E 703.62 FT TH S 32-57-45 E 90.40 FT; TH S 15-54-26 E 81.89 FT; TH N 76-19-01 E 30.02 FT; TH N 15-54-26 W 87.55 FT; TH N 32-57-45 W 96.96 FT; TH N 40-50-15 W 709.01 FT; TH N 53-28-25 W 80.85 FT; TH N 51-23-04 W 149.32 FT; TH N 57-37-03 W 209.14 FT TH S 01-06-28 W 35.10 FT TO BEG

Misty Meadows, Tract B

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

Legal Description:

MISTY MEADOWS OPEN AREA, aka MISTY MEADOWS, TRACT B, as recorded in Volume 105 of Plats, pages 62-63, records of King County, Washington (Tax Account #556170-0500) – OPEN SPACE?

Misty Meadows No. 2, Tract A

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

Legal Description:

MISTY MEADOWS OPEN AREA, aka MISTY MEADOWS, TRACT A, as recorded in Volume 106 of Plats, pages 62-63, records of King County, Washington (Tax Account #556170-0500)

Wildwood Estates 2, Tract A

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

Legal Description:

WILDWOOD ESTATES NO. 2, TRACT A, as recorded in Volume 99, page 26, records of King County, Washington (Tax Account #941271-0509)

Wildwood Estates No. 2 - POR

Tax Parcel #: 1522059139
Address: Southwest of 140th Avenue SE

Legal Description:

POR SW 1/4 BEG MOST SLY COR TR A WILDWOOD ESTATES # 2 TH N 18-13-51 W 43.96 FT TH N 33-40-32 W 202.46 FT TH N 43-49-28 E 108.97 FT TH S 27-06-07 E 10 FT M/L TO MGN OF 140TH AVE SE TH SLY ALG SD MGN TO NXN WITH ELY PROLONGATION OF S LN SD PLAT TH S 82-21-28 W 50 FT M/L TO TPOB

Crown Royal, Tract C

Tax Parcel #: 186290-TRCT
Address: Adjacent to the west side of 120th Avenue SE, south of SE 216th Street

Physical Description: Private ownership; maintained by King County

Legal Description:

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

Hillshire Terrace, Tract E

Tax Parcel #: 337450-UNKN
Address: Adjacent to the west side of 120th Avenue SE, south of SE 216th Street

Physical Description: Private ownership; maintained by King County for future right-of-way

Legal Description:

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

Kirk's Addition, Tract A

Tax Parcel #: 388310-UNKN
Address: East of 105th Place SE and North of SE 207th Street.

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

Legal Description:

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

Matheson Park Division 1, Tract F

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

Legal Description:

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

Meadow Green Estates, Tracts C and G

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

Legal Description:

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

Meridian Highlands, Tract A

Tax Parcel #: No lot number assigned

Address: South of 126th Place SE
Physical Description: Walkway tract dedicated to King County on face of the plat.
Shows as right-of-way in *iMap* and as 10-foot walkway on Assessor's Map.

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

Summerglen Division II, Tract D

Tax Parcel #: 807856-TRCT
Address: Adjacent to the northeast side of 126th Court SE
Physical Description: Pedestrian access tract dedicated to King County on face of plat

Legal Description:
SUMMERGLEN DIVISION II, TRACT D, as recorded in Volume 138 of Plats, pages 84-86, records of King County, Washington (Tax Account #807856-TRCT)

Summerglen Division III, Tract F

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

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

Summer Glen East, Tracts A, B and C

Tax Parcel #: 807810-TRCT
Address: Adjacent to south side of SE 221st Place and adjacent to east side of 129th Place SE
Physical Description: Tracts A and B are native growth protection easement tracts and identified as "Soos Creek Wetlands #75". Tract C is a pedestrian access tract owned and maintained by King County according to the plat.

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

Todd's Addition, Tract B

Tax Parcel #: 865400-UNKN
Address: Adjacent to southeast side of 104th Avenue SE
Physical Description: Pedestrian tract dedicated to King County on the face of the plat.

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

West Creek Meadows, Tracts and D

Tax Parcel #: 926580-TRCT
Address: Identified as SE 216th Lane
Physical Description: Access to Tracts C and F, dedicated to King County on face of plat.

Legal Description:

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

Exhibit E

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

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

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

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

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

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

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

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

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

1. Conveyance of Title

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

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

- 1.22 The deeds shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

All deeds shall contain the following covenants:

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

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

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

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

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

All deeds shall also contain the following covenant:

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

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

2. Existing Restrictions, Agreements, Contracts or Permits

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

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

- 3.1 The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property.
- 3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.
- 3.3 The City acknowledges and agrees that, except as indicated in paragraphs 4.2 and 5.1 of this Agreement, the County shall have no liability for, and that the City shall hold harmless, indemnify and release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property, without regard to whether such defect or deficiency was known or discoverable by the City or the County.

4. Environmental Liability

- 4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 4.2 Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based, as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.
- 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing. Such notice shall in no event be provided more than 90 days after discovery. The Parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- 4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

5. Indemnification and Hold Harmless

- 5.1 King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the City harmless would be limited by Article 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees, or jointly against the City and King County and their respective elected officials, officers, agents and employees, then King County shall satisfy the same.
- 5.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue,

the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the City, except to the extent that indemnifying or holding the County harmless would be limited by Article 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, then the City shall satisfy the same.
- 5.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.
- 5.5 Each Party agrees that its obligations under this Article 5 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other Party.

6. Audits and Inspections

- 6.1 Until December 31, 2020, any of either Party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either Party at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

7. Waiver and Amendments

- 7.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.

8. Entire Agreement and Modifications

8.1 This Intergovernmental Agreement and its Exhibits sets forth the entire agreement between the Parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both Parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

9. Duration and Authority

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

10. Notice

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

King County:

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

City of Kent:

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

11.0 General Terms and Conditions

- 11.1 **Severability.** In the event any portion of this Agreement is found to be invalid by the Superior Court of King County, Washington, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court also rules that the principal purpose and intent of this Agreement should and/or must be defeated, invalidated or voided.
- 11.2 **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of each Party hereto, its successors and assigns.
- 11.3 **Legal Relationships.** The Parties to this Agreement execute and implement this Agreement solely as grantor and grantee. No partnership, joint venture or joint undertaking shall be construed from this Agreement. This Agreement creates no right, interest, duty, obligation, or cause of action in any person or entity not a party to it.

- 11.4 **Captions.** The captions of any articles, paragraphs or sections and other formatting contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.
- 11.5 **Cooperation.** The Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.
- 11.6 **Governing Law; Jurisdiction and Venue; Attorneys' Fees.** This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law or choice of law provisions. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue. The Parties agree to submit to the personal jurisdiction of that court. The prevailing Party in any dispute arising out of or relating to the interpretation of this Agreement, including those disputes brought in Superior Court and/or on appeal, shall be entitled to reasonable attorney's fees and costs including expert witness fees.
- 11.7 **Assignment.** The City may not assign this Agreement or any rights hereunder without the County's prior written consent.
- 11.8 **Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. If there is any conflict between the terms and provisions of this Agreement, and the terms and provisions of the deeds executed to convey the Property, then the terms and provisions of the deeds shall control. All Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each party must determine if they wish to obtain and pay for such legal review. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

King County
City of Kent

King County Executive

City Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Senior Deputy Prosecuting Attorney

City Attorney

Date

Date

NOTARY BLOCKS APPEAR ON FOLLOWING PAGE

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the State of Washington, residing

at _____
City and State

My appointment expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that _____ signed and sealed the said instrument as _____ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the State of Washington, residing

at _____

City and State

My appointment expires _____

EXHIBIT E-1

LEGAL DESCRIPTIONS**Park Orchard Park**

Tax #: 172205-9270
 Address: Accessed off SE 230 Street, lying east of 110th Avenue SE
 Physical Description: Approximately 6.33-acre Park (275,734 sq. ft.), more or less

Legal Description:

The north 417.44 feet east 638.95 feet of the southwest quarter of the northeast northeast 1722 5 in . south 208.7272 west 208.7272 Easement recorded 6546800; recorded recorded 6546801; Agreement recorded 5398608, with modification thereto recorded under Auditor's File No. 5489333; Exceptions and reservations contained in Deed recorded under Auditor's File No. 2593805, being the same as those recorded under Auditor's File No. 2578401; Exceptions and reservations recorded under Auditor's File No. 3826822; Exceptions and reservations recorded under Auditors File No. 3898973, being the same as those those 3826822

Green Tree Park

Tax Parcel #: 092205-9129
 Address: On north side of SE 216th Street and west of 121st Place SE
 Physical Description: Approximately .054-acre Park (23,522 sq. ft.), more or less

Legal Description:

S 264 FT OF W 100 FT OF W 1/4 OF SE 1/4 OF NW 1/4 LESS C & M RGTS LESS CO RD

Green Tree Park Tract A – Open Space

Tax #: 289300-0080
 Address: On north side of SE 216th Street and west of 121st Place SE
 Physical Description: Approximately .63-acre Park (27,450 sq. ft.), more or less

Legal Description:

GREEN TREE EAST, TRACT A, as recorded in Volume 96 of Plats, pages 24 and 25, records of King County, Washington (Tax Account #289300-0080), recording #7403130326

North Meridian Park

Tax Parcel #: 162205-9015
 Address: On east side of 120th Avenue SE, 22000 block
 Physical Description: Approximately 35.29-acre Park (1,537,232 sq. ft.), more or less

Legal Description:

SE QTR NW QTR STR 16-22-05 LESS W 450 FT OF N 450 FT OF S 1272.34 FT

EXHIBIT E-2

ILLUSTRATION OF PARKS – PARK ORCHARD PARK

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

PARK ORCHARD PARK, APN 172205-9270



172205-9270
© 2018 King County
This map is provided for informational purposes only. It is not intended to be used as a legal document. The information on this map is subject to change without notice. The King County Department of Information Services is not responsible for any errors or omissions. The information on this map is provided as a public service of King County. For more information, please contact the Department of Information Services at (206) 462-3000.

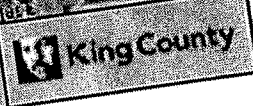


EXHIBIT E-2
ILLUSTRATION OF PARKS – GREEN TREE PARK
Image below is a color aerial photo of the area as described above.



EXHIBIT E-2

ILLUSTRATION OF PARKS – GREEN TREE PARK TRACT A OPEN SPACE

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



EXHIBIT E-2

ILLUSTRATION OF PARKS - NORTH MERIDIAN MERIDIAN GREEN TREE PARK TRACT A OPEN SPACE PARK

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



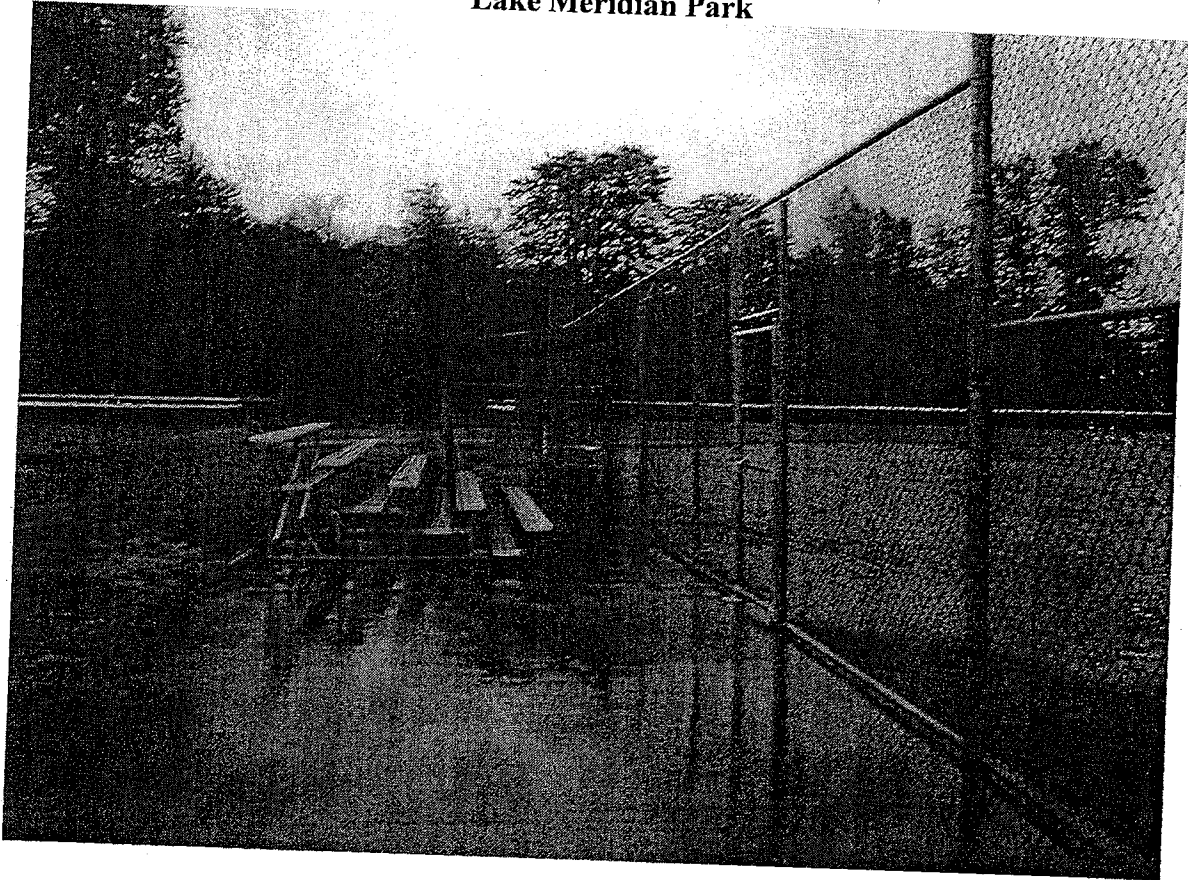
EXHIBIT E-3
List of Personal Property

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

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

Park Orchard Park: Fencing, gate and picnic shelter.

EXHIBIT E-
Lake Meridian Park



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



**EXHIBIT E-3
GREEN TREE PARK**

