

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

THIS IS AN INTERLOCAL AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of Kent, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

- A. The City and the County entered into an interlocal agreement relating to improvements on Southeast 240th Street on May 5, 1996. The County acquired properties for use as drainage facilities. These properties are known as King County Tax Parcels 162205-9127 and 222205-9009 (the "Parcels"). The drainage facilities sited on these Parcels are critical to the integrity of the roadway because they provide for necessary drainage.
- B. The City annexed Parcel 162205-9127, as part of the DeMarco annexation effective June 27, 2001. The City annexed Parcel 22205-9009 as part of the Meridian Valley annexation, effective July 1, 1997.
- C. The County wishes to transfer the Parcels to the City so that the City can properly maintain them as needed. The Parcels are legally described in Exhibit 1, attached and incorporated herein.
- D. The City desires to accept the Parcels.
- E. The Parcels are considered surplus to the needs of the County's Road Services Division, the custodial agency, and do not meet the County affordable housing criteria.
- F. The City requests that the County transfer the Parcels to the City for maintenance of the properties in their natural condition as a reserve for future use, or if necessary, for drainage-related repairs or other purposes related to the maintenance and operation of adjacent roadways.

- G. The County is willing to comply with the City's request for the transfer of the Parcels for the strict purpose of maintaining the properties in their natural condition, facilitating any future drainage-related repairs, or other purposes related to the maintenance and operation of adjacent roadways.

NOW THEREFORE, pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act, and in consideration of the terms and conditions contained herein, it is mutually agreed by the County and the City as follows:

1. COUNTY RESPONSIBILITIES

- 1.1 Within thirty (30) days of the execution of this Agreement by the parties, the County shall transfer to the City, ownership of the Parcels by quit claim deed.
- 1.2 Upon the transfer of the Parcels, the parties agree that the County shall have no further commitment or obligation to the City related to or arising from adjacent roadways or the Parcels.

2. CITY RESPONSIBILITIES

- 2.1 The City will maintain the Parcels in their existing condition, and the City will use the Parcels to facilitate future drainage related repairs, or other purposes related to maintenance and operation of adjacent roadways.
- 2.2 The deed to the properties shall contain all reservations of record known to the County, and the following specific covenant pertaining to use:

The Grantee shall maintain the property in its existing condition and may only use the property for drainage purposes related to the adjacent portion of Southeast 240th Street, or other purposes related to the operation and maintenance of said roadway and for no other purpose without the prior written consent of the King County Road Engineer.

2.3 The City will reimburse the County the full market value of any portion of the Parcels transferred pursuant to this Agreement that is used for purposes not authorized by this Agreement.

3. DURATION

This Agreement shall be effective upon execution by both parties, and shall continue in force and in accordance with the terms of this Agreement, or until this Agreement is terminated in writing by mutual consent of both parties.

4. INDEMNIFICATION

Washington State law shall govern the respective liabilities of the parties to this Agreement for any loss due to property damage or injury to persons arising out of activities conducted pursuant to it.

5. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this contract shall be subjected to inspection, review or audit by the City or the County at the requesting party's sole expense during the term of this Agreement and three (3) years after expiration or termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

6. WAIVER OR AMENDMENTS

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. This Agreement shall not be modified or amended except by an instrument, in writing, signed by the parties hereto.

7. ENTIRE AGREEMENT

This Agreement is the complete expression of the terms hereof and any representations or understandings, whether oral or written, not incorporated herein are excluded

8. INVALID PROVISION

If any provision of this contract shall be held invalid, the remainder of the agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last signed below,

KING COUNTY

KING COUNTY EXECUTIVE

DATE

Approved as to From:

King County Deputy Prosecuting Attorney

CITY OF KENT

Suzette Cooke
CITY MAYOR

6/8/09
DATE

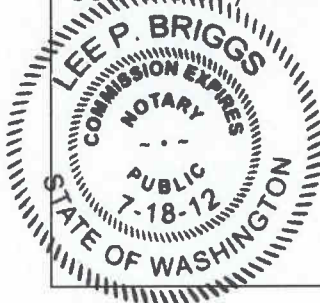
Mr. D. Pratt for
City Attorney

Assistant City Attorney

I hereby certify that I know or have satisfactory evidence that Suzette Cooke is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument on behalf of the **City of Kent** as its Mayor, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Lee P. Briggs

Lee P. BRIGGS

NOTARY PUBLIC, in and for the State
of Washington, residing at King County
My appointment expires 7-18-12

Exhibit 1

Parcel # 162205-9127

Lot 4, King County Short Plat Number 386068 as recorded under Recording Number 8806160131, said short plat being a portion of the south half of the east half of the southeast quarter of the southwest quarter of Section 16, Township 22 North, Range 5 East, W.M., in King County, Washington; TOGETHER WITH an easement for ingress, egress and utilities over Tracts "X" and "Y" as delineated on said Short Plat, and as delineated in King County Short Plat Number 584040R, as recorded under Recording Number 8804200941; EXCEPT that portion of Tract "Y" lying within the main tract herein.

Parcel # 222205-9009

That portion of the North 666.44 feet of the west ½ of the northwest ¼ of the northwest ¼ of Section 22, Township 22 North, Range 5 East, W.M., lying southerly of the SE 240th Street right-of-way; Except the North 417.50 feet of the West 313.125 feet, and the South 248.94 feet of the West 330.30 feet thereof;

Subject to: EASEMENT AND CONDITIONS CONTAINED THEREIN, AS GRANTED BY INSTRUMENT: Recorded September 18, 1960 Recording No. 599747. EASEMENT AND CONDITIONS CONTAINED THEREIN, AS GRANTED BY INSTRUMENT: Recorded May 1, 1969 Recording No. 6504544. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF: Recorded March 26, 1980 Recording No.: 8003260597.