

**AN INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND
THE CITY OF RENTON RELATING TO THE TRANSFER OF
DRAINAGE FACILITIES**

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 Renton, a municipal corporation of the State of Washington, hereinafter referred to as the "City."

- A. The County acquired two parcels for use as drainage facilities for the Coal Creek Parkway road improvements. These parcels are parcel numbers 032305-9116 and 342405-9086 ("Parcels"). The areas where these Parcels are located are now part of the City due to an approved annexation. The drainage facility sited on these Parcels is critical to the integrity of the roadway because they provide for necessary drainage.
- B. The City's annexation of the area referred to as the Merritt II Phase II annexation included Coal Creek Parkway Southeast from SE 95th Way to SE 100th Place and the Parcels.
- C. The Parcels are the site of a drainage facility and its access driveway that serve the Coal Creek Parkway SE roadway. The County wishes to transfer the Parcels to the City so that the City can properly maintain the drainage facility as needed. These Parcels are hereinafter referred to as the Parcels and are described in Exhibit 1.
- 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 to the City for the strict purpose of maintaining the properties as a drainage facility or other purposes related to the maintenance and operation of adjacent roadways.

NOW THEREFORE, pursuant to RCW 39.34, 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 the titles and the deeds of parcels 032305-9116 and 342405-9086.
- 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 County-owned Parcels.

2. CITY RESPONSIBILITIES

- 2.1 The City will maintain the Parcels in their existing condition.
- 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:

Parcel 342405-9086:

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 Coal Creek Parkway SE, 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.

Parcel 032305-9116:

The Grantee shall maintain the property in its existing condition and may only use the property for access road to the drainage facility site on parcel 342405-9086 and to the property owners affected by Coal Creek Parkway Southeast improvements 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 shall 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.
- 2.4 The City acknowledges that approximately 2,100 square feet portion of Parcel 032305-9116 has been transferred to May Creek Park as a condition of the State Recreation and Conservation Office to replace a

portion of the park that was converted to right of way for the Coal Creek Parkway Southeast improvements.

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. FINANCING

Given the nature of the undertaking described herein, no financing is required to effect the transfer of the property, aside from the conditional payment requirements set forth in Section 2.3.

5. ADMINISTRATION

Given the nature of the undertaking described herein, no administrator or joint board is required to effect the undertaking.

6. 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.

7. 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.

8. 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.

9. 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

10. 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 written below,

KING COUNTY

CITY OF RENTON

KING COUNTY EXECUTIVE

Denis Law
Denis Law, Mayor

DATE

1/26/12
DATE

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting Attorney

Lawrence Warner
City Attorney

DATE

1-26-2012
DATE

Attest:

Bonnie I. Walton
Bonnie I. Walton, City Clerk



EXHIBIT 1

Legal Descriptions

Parcel # 342405-9086

That portion of the SW ¼ of the SE ¼ of the SW ¼ of Section 34, Township 24 North, Range 5 East, W.M., in King County, Washington, lying southerly of the thread of May Creek;

Except that portion thereof conveyed to King County by deed recorded under recording #4037653;

Except that portion thereof conveyed to King County by deed recorded under recording #3960225;

Except a 40 foot strip heretofore conveyed to Seattle and Issaquah Electric Railway Company for right of way, by deed recorded under recording #888068;

And except that portion thereof conveyed to King County by deed recorded under recording #20070423-002051;

SUBJECT to the following terms and conditions:

1. Terms and conditions of City of Renton Ordinance #4025, recorded under recording #8612031455. An ordinance of the City of Renton, Washington, establishing a proposed Assessment District of sanitary sewer in the Honeycreek Interceptor Service area and establishing the amount of the charge upon connection to the facilities.
2. Notice of adoption of water and sewer local facilities connection charge and the terms and conditions thereof, recorded on April 9, 1993 under King County recording #9304091250.
3. Highlands At Newcastle, offsite sewer extension latecomer agreement by Coal Creek Utility District, a municipal corp., and Highlands at Newcastle LLC, a Washington limited liability company, recorded on May 3, 2001 under King County recording #20010503-000954.
4. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded on November 22, 1949 under King County recording #3960225
5. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded on July 20, 1950 under King County recording #4037653.
6. Any question that may arise due to shifting and change in course of May Creek.

7. Annex Ordinance #5142 under King County recording #20050627-000167.
8. Easement for drainage and slopes recorded under King County recording #20070423-002052.

Parcel # 032305-9116

That portion of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the NE corner of the said NE $\frac{1}{4}$ of NW $\frac{1}{4}$;
thence along the north line of said NE $\frac{1}{4}$, N 88-29-40 W 1130 ft to the true point of beginning;
thence S 01-25-38 W parallel to the east line of said NE $\frac{1}{4}$, a distance of 250 ft.;
thence N 88-29-40 W 84.36 ft to the easterly line of county road;
thence northerly along said easterly line to its intersection with the north line of said NE $\frac{1}{4}$;
thence along said north line S 88-29-40 E 176.16 ft to the true point of beginning.

Excepting there from that portion deeded to the City of Newcastle and recorded in King County under recording #20070423-002051.

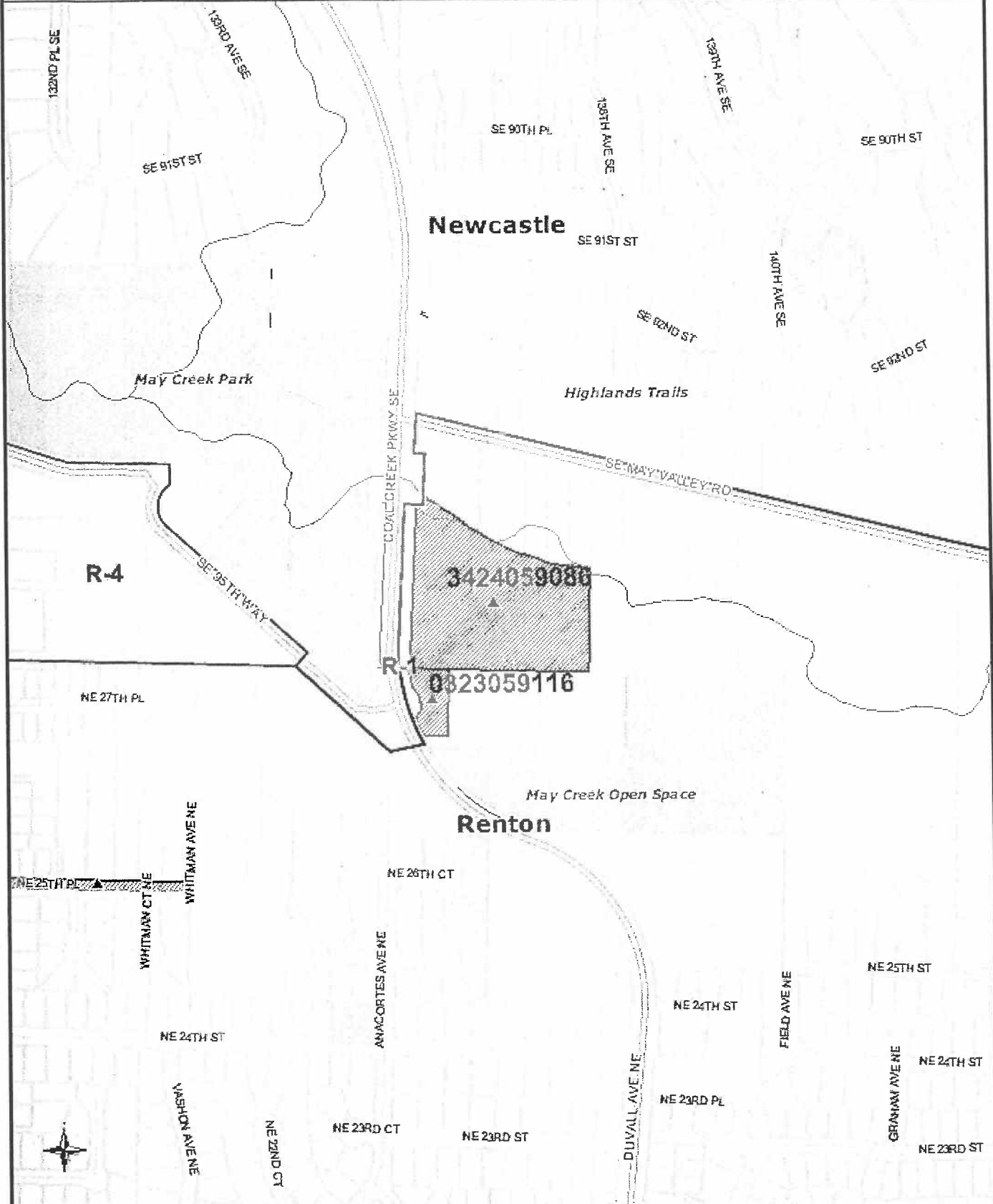
Excepting there from that portion deeded to the City of Renton and recorded in King County under recording #20090326001059.

Subject to the following terms and conditions:

1. Easement and the terms and conditions referenced therein, including, but not limited to , the following:
Grantee: Puget Sound Power and Light Co.
Purpose: Electrical transmission line
Area affected: North 30 ft of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$
Recorded on November 17, 1941 under recording #3204318.
2. An ordinance of the City of Renton, Washington, establishing a proposed assessment district for sanitary sewer service in the Honeycreek interceptor service area and establishing the amount of the charge upon connection to the facilities, recorded under King County recording #861203-1455.
3. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in deed from Weyerhaeuser Timber Co., a Washington corp., recorded under recording #4380634.

4. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded on November 22, 1949, under King County recording #3960226.
5. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded on April 1, 1964, under King County recording #5717905
6. Easement for drainage and slopes recorded under King County recording #20070423-002052.

Parcels #3424059086 & #0323059116



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Date: 12/27/2011 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/iMAP>)

