



KING COUNTY

Signature Report

1200 King County Courthouse

516 Third Avenue

Seattle, WA 98104

June 29, 2010

Ordinance 16869

Proposed No. 2010-0348.2

Sponsors Patterson

1 AN ORDINANCE authorizing the executive to enter into
2 interlocal agreement with the city of Kent relating to the
3 annexation of the Panther Lake Potential Annexation Area
4 and transferring local government services delivery to the
5 city, and declaring an emergency.

6 STATEMENT OF FACTS:

- 7 1. King County's Annexation Initiative encourages the expedited
8 annexation of all remaining urban unincorporated areas in order to achieve
9 both financial stability in the current expense fund, and the regional land
10 use vision in the countywide planning policies.
- 11 2. The city of Kent initiated the annexation process at the boundary
12 review board with the filing of a notice of intent to annex the
13 approximately twenty-four thousand residents of the Panther Lake
14 Potential Annexation Area.
- 15 3. The city then sought the approval of the residents of the Panther Lake
16 Potential Annexation Area to annex this area, by ballot proposition at the
17 2009 general election on November 3, 2009. The ballot measure was
18 approved by 56.40 percent of the vote. The city subsequently set a July 1,
19 2010 effective date.

20 4. To facilitate the transition of local government services delivery in the
21 Panther Lake Potential Annexation Area from the county to the city, the
22 city and county wish to enter into an interlocal agreement, substantially in
23 the form of Attachment A to this ordinance, which addresses transfer of
24 public records and transition of local government services delivery among
25 other matters.

26 5. In order to ensure that the services, which are the subject of this
27 ordinance and the rights and responsibilities regarding them, are
28 transferred to the city as of the effective date of the annexation, the
29 executive must be authorized to execute this agreement before July 1,
30 2010.

31 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

32 SECTION 1. The county executive is hereby authorized to enter into an interlocal
33 agreement, substantially in the form of Attachment A to this ordinance, with the city of

34 Kent to provide for the transition of local government services delivery as referenced
35 therein.

36 **SECTION 2.** For the reasons set forth in Section 1, the county council finds as a
37 fact and declares that an emergency exists and that this ordinance is necessary for the
38 immediate preservation of public peace, health or safety or for the support of county
39 government and its existing public institutions.

40

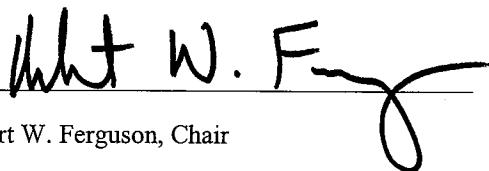
Ordinance 16869 was introduced on 6/14/2010 and passed as amended by the
Metropolitan King County Council on 6/28/2010, by the following vote:

Yes: 8 - Ms. Drago, Mr. Phillips, Mr. von Reichbauer, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn

No: 0

Excused: 1 - Mr. Gossett

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Robert W. Ferguson, Chair

ATTEST:



Anne Noris, Clerk of the Council

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

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENT AND KING COUNTY, RELATING TO THE ANNEXATION OF THE PANTHER LAKE POTENTIAL ANNEXATION AREA

THIS AGREEMENT is made and entered into this _____ day of _____, 2010. The parties (“Parties”) to this Agreement are the City of Kent, a State of Washington municipal corporation (“City”), and King County, a political subdivision of the State of Washington (“County”).

WHEREAS, the City 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, which PAA is generally known as “Panther Lake” which is further described in **Exhibit A** hereto (hereinafter 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 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, stormwater 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, road-related facilities, green space, parks, and related property interests in the Annexation Areas; 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 County and City agree that having County staff continue to process various vested building and land use permit applications from the Annexation Area on

behalf of the City for a transitional period following annexation will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions with respect to land use and permitting from and after the date of annexation shall be made by the City; 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 following records transfer provisions shall apply to the entirety of this Agreement except for: (1) **Exhibit C** concerning Transfer of Real Properties, which contains separate records transfer provisions; and (2) **Exhibit B** relating to Development Permit Processing which contains separate records transfer provisions. Upon approval of the annexation by voters and acceptance thereof by the City, the County shall work with the City to transfer to the City public records including but not limited to record drawings or construction drawings that are requested by the City 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. **DEVELOPMENT PERMIT PROCESSING.** Upon the effective date of the annexation of the Annexation Area, the terms of this Agreement attached hereto as **Exhibit B** shall go into effect with respect to development permit processing in the area annexed.

4. **JAIL SERVICES.** The City of Kent is responsible for the incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Area on or after the effective date of annexation. King County is responsible for the incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Area before the effective date of annexation.
5. **POLICE SERVICES.** On and after the effective date of the annexation, police service responsibility within the Annexation Areas will be transferred to the City. The county will be responsible for all criminal cases and investigations reported before the effective annexation date, including but not limited to all costs associated with these cases and investigations. The city will be responsible for all criminal cases and investigations reported on and after the date of the annexation, including but not limited to all costs associated with these cases and investigations. The Kent Chief of Police and the Sheriff will work together to ensure a smooth transition plan and a continued partnership with the City of Kent. In addition to the provisions of that transition plan, the parties further agree as follows:
 - a. **Sharing of community information:** The County agrees to provide community contact lists that the County may have regarding the Annexation Areas to the City upon request. These lists may include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations. The lists shall be provided to the City within 90 days of the effective date of the annexation.
 - b. **Annexation of Emergency Response (911) Services:** The City and County agree to coordinate the transfer of emergency response (911) services in the Annexation Areas.
6. **DISTRICT COURT SERVICES TRANSITION.** The County will be responsible for the prosecution, adjudication, payment or receipt of any fees, fines or assessments associated with infractions or misdemeanor criminal offenses when the date of the infraction or offense is prior to the effective date of annexation. The City will be responsible for the prosecution, adjudication, payment or receipt of any fees, fines or assessments associated with infractions or misdemeanor criminal offenses when the date of the offense is on or after the effective date of annexation.
7. **STATUS OF COUNTY EMPLOYEES.** Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Areas where such County employees make application with the City per the City's hiring process and meet the minimum qualifications for employment with the City for posted, advertised Annexation Positions, and provided further that the City's consideration of hiring affected sheriff department employees shall be governed by the provisions set forth in RCW 35.13.360 et seq. The County shall in a timely manner provide the City with a list of those affected employees. Nothing in this section prohibits the City from filling Annexation Positions by first using an internal hiring process.

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

City of Kent:

John Hodgson
City Manager
City of Kent
220 Fourth Ave S.
Kent, WA 98032

King County:

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

9. **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.

10. **INDEMNIFICATION.**

The following indemnification provisions shall apply to the entirety of this Agreement except for: (1) **Exhibit C** ---- concerning Transfer of Real Properties, which contains separate indemnification provisions; and (2) **Exhibit B** relating to Development Permit Processing which contains separate indemnification provisions.

- a. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal 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 principal 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, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.
- d. The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

11. 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 Panther Lake Annexation Area and the Transfer of Real Property, which is attached and incorporated herein as **Exhibit C**. If the Interlocal relating to the Transfer of Real Property 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.

12. 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. Road Levy Tax. The County's collection and disbursement of road levy tax within the Annexation Area(s) shall be in accordance with state law.
- c. Filing. A copy of this Agreement shall be filed with the Kent City Clerk and recorded with the King County Recorder's Office.

- d. Records. Until December 31, 2015, any of either party's records related to any matters covered by this Intergovernmental Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request. Other provisions of this section notwithstanding, police/sheriff records shall be retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.
- e. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- f. 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.
- g. 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.
- h. 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.
- i. Dispute Resolution. The Parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.
- j. 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.
- k. 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.
- l. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

- m. 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.
- n. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 8. 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 8. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- o. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- p. 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.
- q. Third Party Beneficiaries. This agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF KENT:

Suzette Cooke, Mayor

Date: _____

ATTEST:

City Clerk

DATED: _____

KING COUNTY:

Dow Constantine, Executive

Date: _____

ATTEST:

DATED: _____

**Ordinance 16869
June 28, 2010
Attachment A**

Approved as to Form:

City Attorney

Approved as to Form:

Sr. Deputy Prosecuting Attorney

Ordinance 16869

June 28, 2010

Attachment A

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 Annexation Area

Legal Description

BOUNDARIES OF THE PANTHER LAKE ANNEXATION AREA

The legal description of the boundaries of the proposed 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;

Ordinance 16869

June 28, 2010

Attachment A

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;

Ordinance 16869

June 28, 2010

Attachment A

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°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°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°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;

Ordinance 16869

June 28, 2010

Attachment A

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;

Ordinance 16869

June 28, 2010

Attachment A

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;

Ordinance 16869

June 28, 2010

Attachment A

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;

Ordinance 16869

June 28, 2010

Attachment A

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;

Ordinance 16869

June 28, 2010

Attachment A

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

Ordinance 16869

June 28, 2010

Attachment A

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 B

**Development Permit Processing in Annexation Areas from and after the date of
Annexation**

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE CITY OF KENT
RELATING TO PROCESSING OF BUILDING PERMITS
AND LAND USE APPLICATIONS**

THIS AGREEMENT is made and entered into this day by and between the City of Kent, a municipal corporation in the State of Washington (hereinafter referred to as the "City") and King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County").

WHEREAS, the City annexed an area of unincorporated King County described in Attachment 1 (hereinafter referred to as the "Annexation Area"); and

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

WHEREAS, the County and City agree that having County staff process various Annexation Area building permits and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions shall be made by the City; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW Chapter 39.34;

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

1. Fees. The City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.
2. Administrative and Ministerial Processing. County review specified in this Agreement is intended to be of an administrative and ministerial nature only. Any and all final recommendations on legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City's designated decision maker and processed pursuant to the City's applicable review and appeal procedures.

2.1 The parties agree that ministerial decisions include, but are not limited to, a determination as to whether an application has vested per the requirements of the King County Code, building permit related decisions, mechanical permits, site review, liquor permit and mobile home verification letters and zoning certification.

2.2 The parties also agree that discretionary decisions include, but are not limited to, the following land use and fire permit approvals:

Land Use: threshold determinations made under the State Environmental Policy Act (SEPA), clearing and grading permits, short plat approvals, preliminary plat approval, final plat approval, rezones, conditional use permits, design review, site plan review, variances, lot line adjustments, binding site plan approval, civil construction permits, and planned unit development approval.

Fire: interpretation or modification of fire code, grant or denial of alternative material and methods of construction requests

3. Pre-annexation Building Permit Applications Filed with King County.

3.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested building-related permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. For the purposes of this Agreement, building-related permits include but are not limited to building permits, and mechanical permits. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decision regarding whether or when an application has vested shall be made by the County.

3.2 Except as provided in Section 6 of this Agreement, the County's review of building-related permits shall include rendering decisions to approve, condition or deny such applications; conducting inspections; issuing correction notices, certificates of occupancy, permit extensions and completion of extensions; and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Appeals of building related permit decisions, if any, shall be processed by the County.

3.3 The County shall receive and process any permit applications made following annexation that implement conditions of a Commercial Site Development permit issued by the County prior to annexation. The County shall additionally receive and process ancillary permit applications, such as mechanical permits, that are made following annexation and that are essential for completion of an approved project permit.

3.4 The County shall review and render final decisions on requests to renew permits within the Annexation Area that are approaching their expiration date without having completed the permitted activity.

3.5 King County shall review and render decisions on requests for changes to approved building-related permit plans up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. Following issuance of the certificate of occupancy or final construction approval, requests for changes to the approved set of plans shall be referred to the City. The City intends to process such requests as new permit applications.

3.6 The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

4. Pre-Annexation Fire Permit Applications Filed with King County.

4.1 Upon the effective date of the Annexation, the County will no longer process fire permit applications filed prior to the Annexation date for which no permit has been issued. The City and County will cooperate so that prior to the Annexation date, the City can review all fire permit applications filed with the County that involve property within the Annexation Area. Review by the City shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application vested shall be made by the City. The County shall transfer the fire permit application file to the City within a reasonable time period after the Annexation date, but no later than July 14, 2010. Fee reimbursement and allocation as between the City and County for files so transferred shall be made in accordance with sections 11.2. and 11.3.

4.2 As defined herein, fire permits include, but are not limited to the required construction permits identified in *International Fire Code* Section 105.7.

4.3 For fire permits that have been issued before July 1, 2010, the County shall perform all follow-up inspections and issue extensions or completion of extensions that are essential for completion of the permit. For fire permits that have been issued, but no inspections have been performed, the County shall transfer the fire permit file to the City and the City shall be responsible for all follow-up inspections, issuance of extensions or completion of extensions, and issuance of ancillary fire permits that are essential for completion of each original project permit. Fee reimbursement and allocation as between the City and County for files so transferred shall be made in accordance with Section 11.2 and 11.3. The County agrees to consult with the City prior to rendering any administratively appealable fire-related permit decisions. Appeals will be heard per the process identified in section 5.4.

5. Pre-annexation Land Use Permit Applications Filed with King County.

5.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Land use permit applications shall include, but are not limited to, threshold determinations made under the State Environmental Policy Act (SEPA), clearing and grading permits, short plat approvals, preliminary plat approval, final plat approval, rezones, conditional use permits, design review, site plan review, variances, lot line adjustments, binding site plan approval, civil construction permits, and planned unit development approval. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decisions regarding whether or when an application has vested shall be made by the County.

5.2 For those vested land use applications that do not require a public hearing or a public meeting prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's designated decision maker based upon the regulations under which the applications are vested. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City's designated decision maker and will be processed pursuant to the City's applicable land use review and appeal procedures. All final decisions on such vested land use applications shall be rendered by the City.

5.3 Notwithstanding any other provision of this Agreement, applications for any rezone and any associated permit applications shall be referred to the City for all further processing.

5.4 For those vested land use applications that require quasi-judicial approval, legislative approval, or which involve filed administrative appeals, the County shall prepare a report and preliminary recommendation to the City's designated decision maker for a final decision pursuant to applicable County codes and the City's applicable land use review and appeal procedures. The City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings required, and making any decision in conjunction with the application or appeal. If requested by the City, County staff shall attend the public hearing to testify with respect to analysis set forth in the County's report and preliminary recommendation.

5.5. For those vested subdivision, short subdivision and binding site plan applications that have not yet received preliminary approval, the County shall continue to review the application up to the point of making a recommendation to the City's designated decision maker on preliminary approval. At the request of the City, County staff shall appear at the public hearing to testify with respect to analysis set forth in the County's preliminary recommendation.

5.6 For those vested subdivision, short plat, and binding site plan applications that have received preliminary approval prior to annexation, the County shall continue its review through the point of making a recommendation to the City on whatever post-preliminary review phase the development is in at the time of annexation. For purposes of this section, post-preliminary review phases include: engineering plan approval, final plat, short plat or binding site plan approval, and construction inspection approval. All final decisions on any of the post-preliminary review phases shall be rendered by the City. The City shall assume review of the project for all subsequent post-preliminary review phases.

5.7 The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a land use application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

5.8 For projects under construction at the time of annexation, the County shall review and render decisions on requests for changes to approved land use permit engineering plans through final construction approval. Following issuance of final construction approval, requests for changes to the approved set of plans shall be referred to the City.

6. List of Projects, Notice of Meetings and Option to Exclude.

6.1 The County will prepare and send to the City quarterly lists of all building, land use and associated ancillary permit applications pending within the Annexation Area. The list shall include the status of projects as shown in the County Permits Plus system. The City or County may at any time exclude from this Agreement any application(s) on any such list upon providing to the County or City ten days advance written notice of its intent to exclude the application(s). Upon excluding any application from review under this Agreement, the County shall turn the application over to the City for all further processing, and shall be available for consultation with the City regarding the application.

6.2 The County shall notify the City of all technical screening meetings, pre-construction conferences and engineering pre-submittal meetings for projects being reviewed by the County under this Agreement. Such notice shall be provided promptly upon scheduling of the meeting. The City may participate in these meetings to learn more about the project and to offer comments.

7. SEPA Compliance.

7.1. In order to satisfy the procedural requirements of SEPA, the City shall serve as lead agency for all Annexation Area building permit and land use applications, including those being processed by the County pursuant to this Agreement. The City has designated and identified the City's Planning Manager as the SEPA Responsible Official

to make threshold determinations and to supervise the preparation and content of environmental review for projects within the City.

7.2. Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard and decided by the City pursuant to Kent City Code procedures.

7.3. For those permit applications requiring a SEPA determination, the County will not take final action upon the application until the City's SEPA Responsible Official has acted. The County agrees to provide technical and administrative SEPA assistance to the City's SEPA Responsible Official on that project. Such assistance may include, but is not limited to:

- review of an applicant's environmental checklist and collection of relevant comments and facts;
- preparation of a proposed SEPA threshold determination with supporting documentation for approval, which will include citations to a) King County Code provisions that compliance with will negate a probable significant adverse impact, and b) King County Code substantive authority for recommended mitigation measures;
- publication and notice by the County on behalf of the City's SEPA Responsible Official;
- preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's SEPA Responsible Official;
- attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- preparation of any required draft, final, addendum or supplemental EIS for approval of the City's SEPA Responsible Official; and
- coordination of adopted or required SEPA measures of mitigation with project review staff.

7.4. Any decision whether to condition or deny an application on SEPA grounds shall be made by the City.

8. Code Enforcement. Within a reasonable period following the effective date of this Agreement, not to exceed thirty (30) days, the County shall provide the City with a list and brief explanation of all Annexation Area code enforcement cases under review by

the County at the time of annexation. The City shall be responsible for undertaking any code enforcement actions following the date of annexation. The County shall provide the City with copies of any annexation area enforcement files requested by the City.

9. **Financial Guarantees.** Any financial guarantee that is intended to secure compliance with project conditions that are being or will be reviewed by the City shall be turned over to or posted with the City, which shall have sole authority and discretion over its release and/or enforcement. Any financial guarantee that has been posted or is otherwise required in order to guarantee compliance with conditions that are being reviewed by the County pursuant to this Agreement shall be retained by or posted with the County. On behalf of the City, the County is authorized to accept such financial guarantees and to release them where it determines that conditions for release have been satisfied. In making such decisions whether to release a financial guarantee instrument, the County shall consult with the City. The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees for Annexation Area projects.

10. **Processing Priority.** The County agrees to process pre-annexation building and land use applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

11. **Fees and Reimbursement.**

11.1 For applications continuing to be processed by the County in accordance with the terms of this Agreement, in order to cover the costs of providing services, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 1 above, or as may be modified at some future date by the County and the City.

11.2 For all applications transferred to the City pursuant to the terms of this Agreement, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration previously performed by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

11.3 For applications being processed by the City in accordance with the terms of this Agreement, when the City requests services from the County, the City shall pay the County at such hourly rate as specified in the version of King County Code Title 27 in effect at the time the services are performed. The County shall not seek reimbursement under this paragraph for review services performed on an individual permit application where the County has already been fully compensated for such services by the receipt of permit application review fees, which include fees for testifying at public hearings required by the application process. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received.

12. Records Transfer.

12.1 For building, fire and land use permits that were completed by the County prior to the annexation date, the County shall cooperate with the City to transfer to the City public records related to these completed application files as requested by the City on a case by case basis. The City shall provide sufficient detail of the information needed to allow the County to identify and locate the requested records. The County shall make its best effort to provide the documents within five (5) days of the request and shall provide records in electronic format if reasonably practicable. The City and the County acknowledge that older documents are more difficult to provide. The County may elect to provide original records if available and copies of records will be provided only in cases in which copies are acceptable to the City. 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.

12.2 For all building permit and land use applications processed under this Agreement, the County shall provide the City with a copy of files, records and posted financial guarantee instruments within fifteen (15) business days of completion of County permit review, exclusion under section 6, or termination under section 14.

13. Duration. This Agreement shall become effective upon approval by the City and the County and shall continue until December 31, 2015 unless otherwise terminated in accordance with paragraph 14 (Termination), or extended in accordance with paragraph 15 (Extension).

14. Termination. Either party may terminate this Agreement upon providing at least one hundred twenty (120) days written notice to the other party. Upon expiration or termination of this Agreement, the County shall cease further processing and related review of applications it is processing under this Agreement. Within fifteen (15) business days the County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

15. Extension. The City and County may agree to extend the duration of this Agreement through December 31, 2018 or to a date prior thereto. In order for any such extensions to occur, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing. If the parties have not agreed to the extension in writing by the otherwise applicable expiration date, the Agreement shall expire.

16. Application Process. The County and the City will each prepare and have available for applicants and other interested parties a document describing the handling of applications based on this Agreement.

17. Indemnification, Hold Harmless and Defense.

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

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

17.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

17.4 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 that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and applicant attorneys' fees, if awarded.

17.5 In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility that arises in whole or in part from the existence or effect of County ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding

(administrative or judicial), is initiated challenging any City decision implementing County recommendations or the County's decisions regarding the validity or applicability of any County ordinance, rule or regulation, the County shall defend the same at its sole expense and if judgment is entered or damages awarded against the County, the City, or both, based upon such recommendations or decisions the County shall satisfy the same, including all chargeable costs and applicant attorneys' fees, if awarded.

17.6 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 that arises in whole or in part from a) the City's independent interpretation of County ordinances, rules, regulations, policies or procedures; and b) any City decision regarding the validity or applicability of any County ordinance, rule or regulation made without County consultation or contrary to County advice. These will collectively be referred to as City Decisions. If any cause, claim, suit, action or proceeding is initiated challenging any City Decision, the County may elect to defend the City's Decision in whole or in part, or may decline to defend the City's Decision at the County's sole discretion. If judgment is entered or damages awarded based upon a City Decision, against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and applicant attorneys' fees, if awarded.

18. Personnel. Control of County personnel assigned by the County to process applications under this Agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

19. Administration. This Agreement shall be administered by the County Director of Development and Environmental Services or his/her designee, and by the City's Director of Economic & Community Development or his/her designee.

20. Amendments. This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

21. Legal Representation. The services to be provided by the County pursuant to this Agreement do not include legal services, which shall be provided by the City at its own expense.

22. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed.

Ordinance 16869
June 28, 2010
Attachment A

KING COUNTY

King County Executive

Dated

Approved as to Form:

DANIEL T. SATTERBERG
King County Prosecuting Attorney

By: _____
Senior Deputy Prosecuting Attorney

Dated

CITY OF KENT

SUZETTE COOKE, MAYOR

Dated

Approved as to Form:

Kent Law Department

Dated

**Exhibit C to Attachment A to
Proposed Ordinance 2010-0348
06/28/10 Ordinance 16869**

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

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

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

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

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

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

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

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

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

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

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

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

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

4. TRANSFER OF ROADS-RELATED PROPERTIES TO CITY:

- a. Transfer of Road-Related Properties.

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

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

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

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

- iv. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.
- d. Indemnification and liability related to Road-Related Properties.
 - (i) The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, during the County's period of ownership. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
 - (ii) The City shall indemnify and hold harmless the County and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, during the City's period of ownership. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
 - (iii) Each party agrees that its obligations under this Section 4.d extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
- e. Survival

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

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

a. Greenbelt Properties.

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

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

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

c. Environmental Liability Greenbelt.

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

d. Indemnification regarding Greenbelt Properties.

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

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

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

iii. Each party agrees that its obligations under this Section 5.d extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

e. Park and Open Space Facilities and Properties.

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

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

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

King County:

Dwight Dively
Director, King County Office of
Management and Budget
401 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, S $59^{\circ}28'10''$ E 125.62 feet to an angle point in said northeasterly line;

thence continuing along said northeasterly boundary and said park boundary, S $30^{\circ}36'37''$ 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, S $54^{\circ}32'25''$ 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 B

AFTER RECORDING RETURN TO:
City of Kent, Washington

QUIT CLAIM DEED

GRANTOR – KING COUNTY

GRANTEE - CITY OF KENT

LEGAL --

TAX NO. – N/A

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

Dated this _____ day of _____, 200____.

KING COUNTY, WASHINGTON

BY _____

TITLE _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

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

Dated _____

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

Exhibit C

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

(1) Tax Parcel #: **092205-9183**

Address: 430' easterly of 116th Ave SE to 1,250' easterly of 132nd Ave
SE

Physical Description: Retention/Detention Pond

Legal Description:

TRACT "X":

THE WEST 60 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE
NORTHEAST

QUARTER OF THE NORTHEAST QUARTER LESS THE SOUTH 200 FEET OF
SECTION 9, TOWNSHIP 22,
RANGE 5 EAST WM;

TOGETHER WITH THE SOUTH 200 FEET OF THE EAST THREE-QUARTERS OF
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SAID SECTION:

EXCEPT THAT PORTION LYING WITHIN SOUTHEAST 208TH STREET;
AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED
RECORDED UNDER RECORDING NO. 6527008, KING COUNTY, WASHINGTON.
EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT "X" LYING

SOUTHERLY OF A LINE 275 FEET SOUTHERLY OF AND PARALLEL WITH THE
CENTERLINE OF SOUTHEAST 208TH STREET AS

SURVEYED BY KING COUNTY ROAD SURVEY NO. 8-22-5-19, AND THAT
PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 22 NORTH, RANGE 5 EAST, WM; EXCEPT THE WEST 60 FEET;
AND EXCEPT THE SOUTH 200 FEET;

AND EXCEPT THAT PORTION LYING WITHIN SOUTHEAST 208TH STREET;
AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED
RECORDED UNDER RECORDING NO. 6527008; KING COUNTY, WASHINGTON;
DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL,
SAID POINT BEING

30 FEET SOUTH OF THE CENTERLINE OF SOUTHEAST 208TH STREET AS
SURVEYED BY KING
COUNTY ROAD SURVEY NO. 8-22-5-19;

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

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

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

Address: North of SE 208th Street and west of 120th Avenue SE

Physical Description: Unimproved parcel ```` purchased for road-widening project

Legal Description:

Parcel A:

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

Parcel B:

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

Tract "X":

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

West 462 feet of said Government Lot 6;

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

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

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

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

Thence Southerly along said East line 300 feet to the true point of beginning; EXCEPT the East 100 feet of the West 856 feet of the South 230 feet of said Government Lot 6;

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

County under Recording Numbers 6536579 and 9604180847.

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

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

Physical Description: Retention/Detention Pond

Legal Description:

East 264 feet of north half of the northeast quarter of the northeast quarter of the northeast quarter 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-Related Properties:

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

Coronado Knolls

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

Meridian Highlands-POR

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

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

PARCEL A:

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

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**

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

All deeds shall contain the following covenants:

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

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

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

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

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

All deeds shall also contain the following covenant:

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

- 1.3 The County shall also convey to the City all of the County's right, title and interest in certain personal property and appurtenances ("the Personal Property") associated with the Property, including but not limited to structures, fencing, irrigation and asphalt as identified in Exhibit E-3. The City agrees to accept the Personal Property in AS IS condition, and to assume full and complete responsibility for the Personal Property. King County does not make and specifically disclaims any warranties, express or

implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Personal Property, and no official, employee, representative or agent of King County is authorized otherwise. The City acknowledges and agrees that the County shall have no liability for, and that the City shall release, hold harmless, and indemnify the County, and shall have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Personal Property, without regard to whether such defect or deficiency was known to or discoverable by the City or the County.

2. Existing Restrictions, Agreements, Contracts or Permits

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

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

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

4. Environmental Liability

- 4.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 4.2 Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based, as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.

- 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing. Such notice shall in no event be provided more than 90 days after discovery. The Parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- 4.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

5. Indemnification and Hold Harmless

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

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

PARCEL B:

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

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

Glenmar, Tract A

Tax Parcel #: 279610-0800
Address: At the intersection of SE 231st Street and 127th Avenue SE
Physical Description: Greenbelt dedicated through Warranty Deed
Legal Description:
TRACT A, GLENMAR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 105 OF PLATS,
PAGES 28 AND 29, IN KING COUNTY, WASHINGTON (TAX ACCOUNT #279610-0800)

Glencarin No. 3, Tract A

Tax Parcel #: 278732-0800
Address: East of 121st Place SE and south of SE 218th Place
Physical Description: Greenbelt by "Deed" (tax title purchased by WLRD)
Legal Description:
TRACT A, GLENCARIN NUMBER 3, AS RECORDED IN VOLUME 109 OF PLATS,
PAGES 5, 6 AND 7,
RECORDS OF KING COUNTY, WASHINGTON (TAX ACCOUNT #278732-0800)

Glencarin Trace, Tract A

Tax Parcel #: 278750-0370
Address: East of 121st Place SE and south of SE 218th Place
Legal Description:
TRACT A, GLENCARIN TRACE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 108 OF PLATS, PAGES 83 AND 84, IN KING COUNTY, WASHINGTON (Tax Account #278750-0370-06)
Tax Parcel #: 432421-0190
Address: East of 124th Avenue SE
Legal Description:
TRACT A, LINDA CREST DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 137 OF PLATS, PAGES 70 THROUGH 72, INCLUSIVE, IN KING COUNTY, WASHINGTON (TAX ACCOUNT #432421-0190)

Linda Crest Division No. 2, Tract A

Tax Parcel #: 432421-0190
Address: East of 124th Avenue SE
Legal Description:
TRACT A, LINDA CREST DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN

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

Linda Highlands Division 1, Tracts A & B

Tax Parcel #: 432455-0510 & 432455-0520

Address: East of 124th Avenue SE

Physical Description: Open Space by Statutory Warranty Deed

Legal Description:

TRACTS A AND B, LINDA HIGHLANDS DIVISION NO. 1, ACCORDING TO THE PLAT THEREOF

RECORDED IN VOLUME 91 OF PLATS, PAGE 25, IN KING COUNTY, WASHINGTON.

Misty Meadows, Tract B

Tax Parcel #: 556170-0510

Address: Southeast of 232nd Place SE

Legal Description:

TRACT B, MISTY MEADOWS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 105 OF

PLATS, PAGES 62 AND 63 IN KING COUNTY, WASHINGTON (Tax Account Number 556170-0510)

Misty Meadows No. 2, Tract A

Tax Parcel #: 556171-0450

Address: South of SE 231st Way and east of 127th Avenue SE

Legal Description:

TRACT A, MISTY MEADOWS NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME

106 PLATS, PAGES 62 AND 63 IN KING COUNTY, WASHINGTON

Wildwood Estates #2, Tract A QC DEFD

Tax Parcel #: 941271-0509

Address: East of and adjacent to 140th Avenue SE

Legal Description:

TRACT A, WILDWOOD ESTATES NUMBER 2, ACCORDING TO THE PLAT THEREOF RECORDED IN

VOLUME 99 OF PLATS, PAGES 25 AND 26, IN KING COUNTY, WASHINGTON (Tax Account ##941271-0509)

Wildwood Estates No. 2 - POR QC DEED

Tax Parcel #: 152205-9139

Address: Southwest of 140th Avenue SE

Physical Description: Open Space dedicated by quitclaim deed

Legal Description:

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

Crown Royal, Tract C

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

Legal Description:

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

Hillshire Terrace, Tract E

Tax Parcel #: 337450-UNKN
Address: Adjacent to the west side of 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 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)

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

Date

City Mayor

Date

Approved as to Form:

King County
Senior Deputy Prosecuting Attorney

Date

Approved as to Form:

City Attorney

Date

NOTARY BLOCKS APPEAR ON FOLLOWING PAGE

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

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

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

Notary Public in and for the
State of Washington, residing

at _____
City and State

My appointment expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

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

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

Notary Public in and for the
State of Washington, residing

at _____
City and State

My appointment expires _____

EXHIBIT E-1

Legal Descriptions

1. Park Orchard Park

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

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

PARCEL B:

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

2. Green Tree Park

Tax Parcel #: 092205-9129
Address: On north side of SE 216th Street and west of 121st Place SE
Physical Description: .054-acre Park (23,522 sq. ft.)
Legal Description:
BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON AND PROCEEDING THENCE SOUTH 88°58'18" EAST 1328.08 FEET ALONG THE CENTER LINE OF SE 208TH ST.; THENCE SOUTH 1°11'28" WEST 626.71 FEET ALONG THE WEST LINE OF THE HARMONELL SUBDIVISION TO THE SOUTHWEST CORNER THEREOF, BEING THE NORTHWEST CORNER OF CARENA TERRACE DIVISION NO. 1;

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

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

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

4. North Meridian Park

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

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



EXHIBIT E-2
ILLUSTRATION OF PARKS – GREEN TREE PARK

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



EXHIBIT E-2

ILLUSTRATION OF PARKS – GREEN TREE PARK TRACT A OPEN SPACE

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



EXHIBIT E-2

ILLUSTRATION OF PARKS – NORTH MERIDIANMERIDIANGREEN TREE PARK TRACT A OPEN SPACE PARK

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



NORTH MERIDIAN

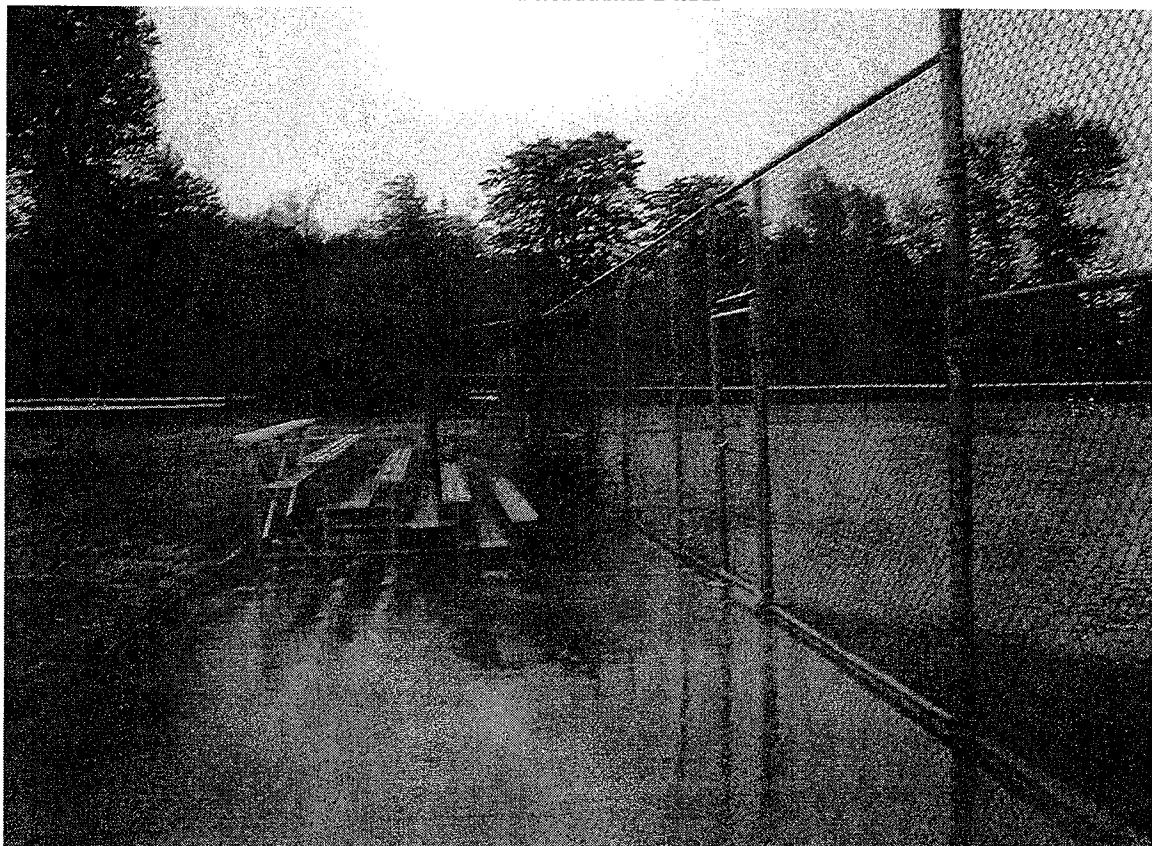
EXHIBIT E-3
List of Personal Property

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

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

Park Orchard Park: Fencing, gate and picnic shelter.

EXHIBIT E-3
Lake Meridian Park



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

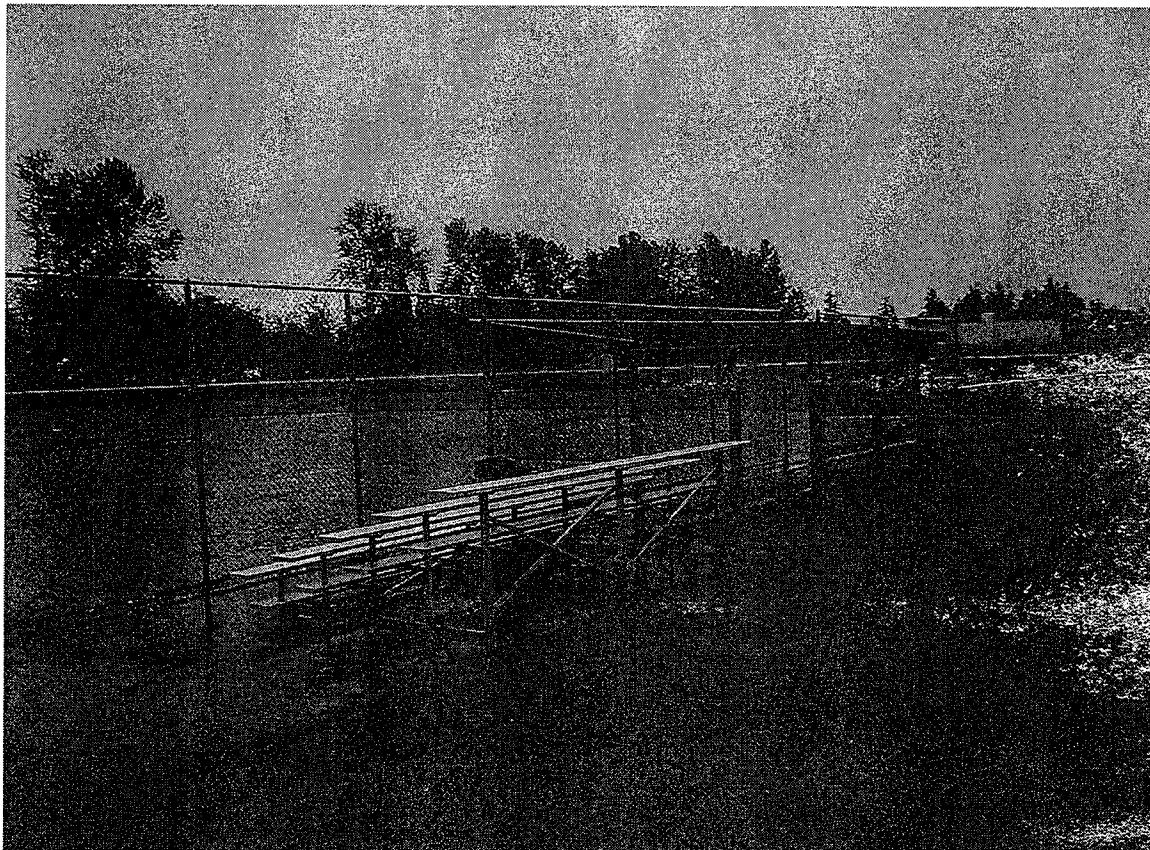


EXHIBIT E-3
GREEN TREE PARK

