



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 23, 2006

Ordinance 15631

Proposed No. 2006-0425.1

Sponsors Lambert

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement with the city of Issaquah relating to
3 the transfer of certain local parks and surface water
4 facilities and property interests to the city.

5
6

7 **STATEMENT OF FACTS:**

- 8 1. King County's Annexation Initiative encourages the expedited
9 annexation of all remaining urban unincorporated areas in order to achieve
10 both financial stability in the current expense fund, and the regional land
11 use vision set forth in the countywide planning policies.
- 12 2. The community of South Cove voted to annex to the city of Issaquah at
13 the November 6, 2005, election, and the city accepted the area effective
14 March 2, 2006.
- 15 3. To facilitate the transition of local government services delivery in the
16 South Cove community and complete the transfer of local county parks
17 located within the city limits to the city, the city and county wish to enter

18 into an interlocal agreement which addresses transfer of public records,
19 transfer of ownership of surface water management facilities and parks
20 properties.

21 4. The agreement does not include the transfer of Annexation Initiative
22 incentive funds because the South Cove community is not a major
23 annexation area as defined by Motion 12018.

24 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

25 SECTION 1. The county executive is hereby authorized to enter into an interlocal
26 agreement, substantially in the form of Attachment A to this ordinance, with the city of
27 Issaquah to provide for the transition of governmental services and property within the
28 city. The executive is further authorized to enter into an interlocal agreement or
29 agreements with Issaquah for the transfer of park properties substantially in the form of
30 the Form of Intergovernmental Transfer Agreement for Local Parks and Open Space
31 Properties that is included as Exhibit B to Attachment A to this ordinance, with such
32 modifications as are necessary to reflect the specific characteristics of each park or open
33 space property, including without limitation, characteristics related to funding sources,

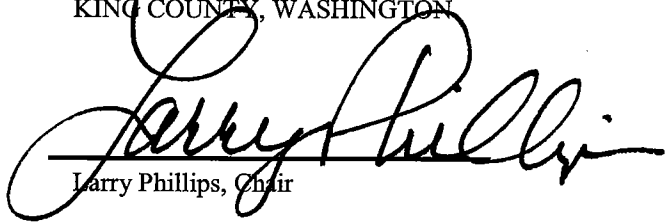
34 title matters, encumbrances, reserved easements and the current use and development of
35 the properties.

36

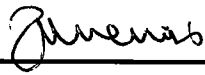
Ordinance 15631 was introduced on 9/18/2006 and passed by the Metropolitan King
County Council on 10/23/2006, by the following vote:

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 3 day of November 2006.


Ron Sims, County Executive

Attachments A. An Interlocal Agreement between the City of Issaquah and King County Regarding
the Transfer of Public Parks, Open Space and Stormwater Facilities in Greenwood
Point- South Cove Draft dated July 28, 2006

RECEIVED
2006 NOV -3 PM 3:36
CLERK
KING COUNTY COUNCIL

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ISSAQUAH AND
KING COUNTY REGARDING THE TRANSFER OF PUBLIC PARKS, OPEN
SPACE AND STORMWATER FACILITIES
IN GREENWOOD POINT / SOUTH COVE**

Draft dated July 28, 2006

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

WHEREAS, on November 8, 2005, the citizens of South Cove/Greenwood Point voted to annex to the City of Issaquah; and

WHEREAS, on December 5, 2006, the Issaquah City Council approved Ordinance No. 2442 annexing the Greenwood Point/South Cove area (the "Annexation Area") effective March 2, 2006; and

WHEREAS, as of the annexation effective date, pursuant to state law, the City owns, and has responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the Annexation Area together with all appurtenances located within such rights-of-way, including but not limited to, drainage facilities, environmental mitigation sites and monitoring projects, 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 related to facilities within the Annexation Area; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing park facilities and properties; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing surface water facilities and properties; and

WHEREAS, all governmental land use authority and jurisdiction with respect to the newly annexed area transferred from the County to the City upon the date of annexation; and

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

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

1. TERM. This Agreement shall take effect upon recording 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 ten years.
2. RECORDS TRANSFER. The County shall work with the City to transfer to the City public records related to public facilities within the Annexation Area and such other public facilities and properties transferred pursuant to this Agreement, including but not limited to record drawings or construction drawings that are requested by the City. The City shall send a written request for records to the director of the County division holding such records. Alternately, the City may request in writing that such director schedule a records transfer meeting at which a City representatives shall meet with County department representatives in order to review and identify records to be copied and/or transferred consistent with the terms of this section. 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 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.
3. DEVELOPMENT PERMIT PROCESSING. Pursuant to Section 19 of the Interlocal Agreement between King County and the City of Issaquah Relating to Processing of Building Permits and Land Use Applications fully executed as of February 29, 2000, the terms of that interlocal concerning development permit processing shall be extended to cover the Annexation Area.
4. PARK AND OPEN SPACE FACILITIES AND PROPERTIES. The County and City shall, in conjunction with this Agreement, approve an Intergovernmental Transfer Agreement (in substantially the form as **Exhibit B**, attached hereto and incorporated herein) which transfers the park and open space properties listed in **Exhibit A** (attached hereto and incorporated herein) from the County to the City.
5. SURFACE WATER MANAGEMENT
 - a. Transfer of Drainage Facilities and Drainage Facility Property.
 - i. Upon the effective date of this Agreement, the Drainage Facilities identified in **Exhibit C**, attached hereto and incorporated herein by reference, are hereby transferred from the County to the City, and the City shall assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to the Drainage Facilities.
 - ii. Promptly following the effective date of this Agreement, the County shall convey by quit claim deed in substantially the form in **Exhibit E**, attached hereto and incorporated herein by reference, to the City, and the City shall accept, the Drainage Facility Property Interests identified in **Exhibit D**,

attached hereto and incorporated herein by reference, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Drainage Facility Property Interests.

- iii. The County is willing to provide surface water management services and maintenance for the Annexation Area via separate written agreement between the Parties.

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

- i. The City agrees to accept the Drainage Facilities and Drainage Facility Property Interests in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities and Drainage Facility Property Interests.
- ii. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Drainage Facilities and Drainage Facility Property Interests, and no official, employee, representative or agent of King County is authorized to represent otherwise.
- iii. The City acknowledges and agrees that except as indicated in paragraph 5(c)(ii), the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Drainage Facilities and Drainage Facility Property Interests without regard to whether such defect or deficiency was known or discoverable by the City or the County.

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

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

construction activities on, changing the configuration of, or changing the use of the Drainage Facilities or Drainage Facility Property Interests.

- iii. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
 - iv. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.
- d. Indemnification Related to Drainage Facilities and Drainage Facility Property Interests.

- i. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occurred prior to the effective date of annexation, except to the extent that indemnifying or holding the City harmless would be limited by Section 5(c) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- ii. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occur on or after the effective date of annexation, except to the extent that indemnifying or holding the County harmless would be limited by Section 5 (c) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.

- iii. Each Party to this Agreement for a period of three years following transfer shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Drainage Facilities and Drainage Facility Property Interests.
- iv. Each Party agrees that its obligations under this Section 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.
- v. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

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.

City of Issaquah:

King County:

City Administrator
City of Issaquah
130 Sunset Way
P.O. Box 1307
Issaquah, WA 98027-1307

Director, Office of Management and Budget
King County
701 5th Avenue
Suite 3200
Seattle, WA 98104

7. COMPLIANCE WITH LAWS. Each Party accepts responsibility for compliance with federal, state, or local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with 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 Section 5 concerning Drainage Facilities and Drainage Facility Property Interests and Exhibit B, which Section and Exhibit shall be controlled exclusively by the provisions therein.

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

9. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement 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 Issaquah City Clerk and recorded with the King County Recorder's Office.

- c. Records. Until December 31, 2012, 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.
- d. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- e. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.
- f. Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
- g. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- h. Dispute Resolution. The Parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.
- i. Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- j. No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- k. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- l. Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.

- m. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 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 of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY:

COUNTY:

Ava Frisinger, Mayor

Ron Sims, Executive

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

DATED: _____

DATED: _____

Approved as to Form:

Approved as to Form:

City Attorney

Sr. Deputy Prosecuting Attorney

EXHIBIT A

King County Parks Transferring to the City of Issaquah

| <i>Name of park</i> | <i>Amenities/facilities</i> |
|---------------------|---|
| Sammamish Cove Park | Undeveloped Property |
| Meerwood Park | Play equipment, court and play area |
| Timberlake Park | Parking, picnic tables, non-motorized boat launch on Lake Sammamish |
| Lewis Creek | Open space tract |

EXHIBIT B

**FORM OF INTERGOVERNMENTAL TRANSFER AGREEMENT FOR LOCAL
PARKS AND OPEN SPACE PROPERTIES**

Intergovernmental Land Transfer Agreement Between
King County and the City of Issaquah

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

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

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

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

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

WHEREAS the County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels; and

WHEREAS the County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities; and

WHEREAS, given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the facility is approximately equal to the value of the property to the County; and

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to meet those desires and to cooperate in any transition to insure a smooth transition and avoid service disruption;

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

1. Conveyance of Title

1.1. Within thirty (30) days of execution of this Agreement, King County shall convey to the City by deed all its ownership interest, and/or, when possible, by assignment, any leasehold interest or shared use responsibility, in the following listed park/recreation site(s), which are described more fully in Exhibits A and B-1 through B-4 (referred to as "the Property" in reference to deed conditions, and referred to collectively as "the Properties"):

Sammamish Cove Park
Meerwood Park
Timberlake Park
Lewis Creek Park

1.2 The deed for **Sammamish Cove Park** (legal description for which is set forth at **Exhibit B-1**) shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

"The City acknowledges that the Property was purchased for open space purposes with funds from Open Space Bonds authorized in 1989 by King County Ordinance 9071 and covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 9071, including that the City covenants that the Property will continue to be used for the purposes contemplated by Ordinance 9071, which prohibits both active recreation and motorized recreation such as off-road recreational vehicles but allows passive recreation, that the Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by Ordinance 9071, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore."

"The City covenants that so long as there are outstanding County bonds related to the Property, it shall not use the Property in a manner that would cause the interest on such bonds to no longer be exempt from federal income taxation."

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that any and all user fees charged for the Property, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City."

"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."

1.2.1 In Conveying **Sammamish Cove Park** by deed, the County shall reserve a utility easement in substantially the same form as attached hereto as **Exhibit C**.

1.3 The deed for conveyance of **Meerwood Park** (legal description for which is set forth at **Exhibit B-2**) shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

"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 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."

1.4 The deed for conveyance of **Timberlake Park** (legal description for which is attached at **Exhibit B-3**) shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

"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."

"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 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."

1.4.1 The City and the County acknowledge and agree that **Timberlake Park** is currently subject to special use permit number S-76-06 granted to Cingular Wireless C / O Realcom for the operation and maintenance of a wireless communications facility and appurtenances. Effective as of the date the Property is conveyed to the City, the County hereby assigns, transfers and conveys to the City all of the County's rights, privileges and obligations in the Permit, and the City hereby accepts and assumes all of the County's rights, privileges and obligations in the Permit. Permit revenues accruing for each full calendar month prior to the park transfer shall be retained by the County. Permit revenues accruing for each partial or full calendar month from and after the park transfer shall be payable to the City.

1.4.2 The City and the County acknowledge and agree that **Timberlake Park** is currently subject to special use permit number S-139-02 granted to Sprint PCS C/O Starbridge Communications for the purpose of installing, operating and maintaining cellular communications equipment cabinet and appurtenances. Effective as of the date the Property is conveyed to the City, the County hereby assigns, transfers and conveys to the City all of

the County's rights, privileges and obligations in the Permit, and the City hereby accepts and assumes all of the County's rights, privileges and obligations in the Permit, provided, however, that the parties acknowledge that the Permit holder (Sprint) has prepaid all fees due for the entire term of the special use permit expiring June 17, 2008 and that no fees are payable to the City under the terms of the special use permit.

- 1.5 The deed for conveyance of **Lewis Creek Park** (the legal description for which is set forth at **Exhibit B-4**) shall also contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

"The City, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

"The City acknowledges that the Property was purchased for open space purposes and the City covenants that the Property will continue to be used for open space purposes, which prohibits both active recreation and motorized recreation such as off-road recreational vehicles but allows passive recreation, that the Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for open space purposes, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore."

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that any and all user fees charged for the Property, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City."

"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."

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 set forth in the legal descriptions attached to this Agreement.

2.1.1 As related to **Sammamish Cove Park**, the City agrees to abide by and enforce those certain terms and conditions set forth as an exception in the First American Title Insurance Company Commitment for Title Insurance No. 899825 dated August 16, 2002 and any amendments thereto issued prior to the conveyance of the Property, and/or set forth 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 Properties and agrees to accept the Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Properties.

3.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Properties, and no official, employee, representative or agent of King County is authorized otherwise.

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

3.4 The City acknowledges that in 1998 the County entered into a ten-year agreement with the Meerwood Homeowners' Association (MHOA) which agreement authorizes the MHOA to maintain Meerwood Park and schedule use of the sport court in that park. The City agrees that following transfer of the Properties from the County to the City, the City will either assume the duties to maintain Meerwood Park and to schedule use of the sport court portion to the park, or the City will negotiate a new agreement with MHOA allowing MHOA to continue to execute those duties subject to such terms and conditions as the City may require.

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 Properties by the County during the County's period of ownership. The

City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Properties, changing the configuration of the Property, or changing the use of the Properties.

- 4.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall reasonably promptly notify the County in writing. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to any undertaking of remediation. Failure to meet the notice requirements of this section does not preclude the City from filing a claim against the County for contribution under federal or state law.
- 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 Properties that occurred prior to the effective date of conveyance of the Properties to the City, except to the extent that indemnifying or holding the City harmless would be limited by Section 4 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- 5.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 5.3 The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any 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 Properties that occurred on or after the effective date of conveyance of the Properties to the City, except to the extent that indemnifying or holding the County harmless would be limited by Section 4 of this Agreement, and except to the extent that the occurrence is caused by or results from a negligent act or omission of King County, its officers, agents and employees occurring on or after the effective date of conveyance of the Properties to the City. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- 5.4 Each Party to this Agreement shall reasonably promptly 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 Properties.
- 5.5 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

6. Audits and Inspections

- 6.1 Until December 31, 2012, 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 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:
Ron Sims
King County Executive
Suite 3200, 701 Fifth Avenue
Seattle, WA 98104

City:
Leon Kos, City Administrator
City of Issaquah
P.O. Box 1301
Issaquah, WA 98027

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Issaquah

King County Executive

Mayor

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

**“Exhibit A”(to Parks Transfer Agreement)
Property Description**

King County Parks Transferring to the City of Issaquah

| <u>Name of park</u> | <u>Amenities/facilities</u> |
|---------------------|---|
| Samamish Cove Park | Undeveloped Property |
| Meerwood Park | Play equipment, court and play area |
| Timberlake Park | Parking, picnic tables, non-motorized boat launch on Lake Sammamish |
| Lewis Creek | Open space tract |

**Exhibit B (to Parks Transfer Agreement)
Legal Descriptions**

Exhibit B-1

SAMMAMISH COVE PARK

That portion of Government Lots 3, 4, 5 and 6, Section 20, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington, lying Northeasterly of Primary State Highway No. 2 as conveyed to the State of Washington by deeds recorded under Recording Nos. 3066534 and 4722298; TOGETHER WITH shorelands of the second class adjoining thereto as conveyed by the State of Washington by deed recorded under Recording No. 619364;

EXCEPT that portion thereof lying within the right of way for drainage ditch condemned by Drainage District No. 4 of King County, in King County Superior Court Cause No. 115812;

ALSO EXCEPT that portion thereof lying Southwesterly and Westerly of the Easterly line of that certain tract conveyed to Joe A. Chandler and Marie B. Chandler by deed recorded under Recording No. 5214298 and established by that deed and Boundary Line Agreement recorded under recording No. 8705271211, described as follows: Commencing at a point where the West line of the East 632.00 feet of Government Lot 4 intersects the Northeasterly margin of N.W. Sammamish Rd., which point is marked by a concrete monument stamped Park Boundary-Jones-C96 1974 as established by the Jones Associates in survey recorded in Book 3 of Surveys, Page 272; thence along the Northeasterly Margin of said N.W. Sammamish Rd., as follows: North 59-16-08 West a distance of 820.47 feet; thence North 30-43-52 East a distance of 25.00 feet; thence continuing North 59-16-08 West a distance of 259.47 feet to a PK nail with aluminum washer, L.S. No. 11691 set in a concrete filled 1-1/2" galvanized pipe, the true point of beginning of the line herein described; thence North 13-07-06 West along and about 10 feet Northeasterly of the centerline of a small creek, a distance of 432.26 feet to a PK nail with aluminum washer, L.S. No. 11691 set in a concrete filled 1-1/2" galvanized pipe which is 0.1 feet Easterly of a 1.8 foot diameter metal planter and about 6 feet Southerly of the shore of Lake Sammamish, the terminus of the line herein described. (Said line to be extended or shortened so as to terminate at the line of ordinary high water of said lake). The bearings, distances, points called for etc. are as shown on the "Boundary Line Agreement Map" attached to deed and Boundary Line Agreement recorded under Recording No. 8705271211 and identified as "Exhibit A" which by this reference is made a part hereof; ALSO EXCEPT the East 632 feet of Government Lots 3 and 4 of said Section 20 and the shorelands adjoining thereto condemned by the State of Washington in King County Superior Court Cause No. 684942; ALSO EXCEPT that portion, if any, lying within the West 578 feet of the East 1210 feet of said Government Lot 3 and the shorelands adjoining Government Lots 3 and 4 as condemned by the State of Washington in King County Superior Court Cause No. 687735.

SUBJECT TO: 1) Easement and conditions contained therein, as disclosed by instrument recorded on February 2, 1959, Recording No. 4992472; 2) The question of location of lateral boundaries of said second class tidelands or shorelands; 3) Any prohibition or limitation of use, occupancy or improvement of the real property resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water; 4) Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power; 5) Agreement and the terms and conditions thereof between Municipality of Metropolitan Seattle, a Municipal Corporation, and Eastgate Sewer District, a Municipal Corporation, which agreement was recorded on April 21, 1967, under King County Recording No. 6465047; 6) Agreement and the terms and conditions thereof between City of Issaquah, a Municipal Corporation, and E.M. Greenwood, which agreement was recorded on November 21, 1977, under King County Recording No. 7711210304; 7) The right to make necessary slopes for cuts or fills upon the real property herein described as granted in deed to grantee, King County, which Deed was recorded on April 7, 1932, under King County Recording No. 2716847; 8) Conservation Easement in favor of the State of Washington, as recorded under Recording No. 9308301941.

RESERVED UNTO KING COUNTY, WASHINGTON, a permanent Utility Easement as described in the attached Reservation of Utility Easement.

Exhibit B-2

MEERWOOD PARK

Tract A, Meerwood, as recorded in Volume 109 of Plats, pages 38 – 40, records of King County, Washington.

Exhibit B-3

TIMBERLAKE PARK

this property is subject to an easement for underground water line and incidental purposes, Recording No. 711190606)

Parcel A:

Beginning at a point on the East and West Center line of Section 18, Township 24 North, Range 6 East, W.M., in King County, Washington, 1200.00 feet East of the West 1/4 corner of said Section 18, thence due North "as surveyed and marked by Engineer A.J. Bjorkstam, Seattle, on July 26, 1926" a distance of 1595.00 feet to an iron pipe at the highwater line of Lake Sammamish; thence East to the Northerly projection of that particular boundary line as established and confirmed in the decrees of King County Superior Court Cause Nos. 74791 and 420078; thence South along said Northerly projection and said boundary line 1595.00 feet to the East and West center line of Section 18; thence West to the point of beginning; together with all shore lands of second class, situate in front of, adjacent to, or abutting thereon, as conveyed by the State of Washington.

Parcel B:

That portion of Government Lot 2 in Section 18, Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at a concrete monument 1576.28 feet East and 1051.36 feet North of the West 1/4 corner of said Section 18 "said monument being located on that particular boundary line as established in Superior Court Cause No. 74791 and confirmed in Superior Court Cause No. 420078"; thence North 0-22-00 West along said boundary line 29.74 feet to the true point of beginning; thence South 88-49-00 East 28.52 feet; thence North 1-28-00 West 306.00 feet to the shore of Lake Sammamish; thence Southwesterly along said shore, 33.00 feet to an intersection of the said boundary line which bears North 1-28-00 West from the true point of beginning; thence South 1-28-00 East 289.00 feet to the true point of beginning.

Parcel C:

That portion of the Southwest 1/4 of Section 18, Township 24 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the Northwest corner of said subdivision; thence East on the North line thereof 763.00 feet to the Westerly margin of a road; thence along said Westerly margin South 6-30-00 West 200 feet and South 72-15-00 West 137 feet to point "A": thence South 54-30-00 West 190 feet, more or less, to the Northeasterly margin of Primary State Highway No. 2 and the true point of beginning; thence North 54-30-00 East 190 feet,

more or less, to said point "A"; thence North 72-15-00 East 137 feet; thence North 6-30-00 East 190 feet, more or less, to said Point "A", thence North 72-15-00 East 137 feet; thence North 6-30-00 East 200 feet to the North line of said subdivision; thence South 88-18-41 East along said North line 815.99 feet; thence South 0-41-45 West 62.38 feet; thence West 8.0 feet; thence along the boundary common to Tracts 1, 6, 7 1/2 and 17, as said boundary was established by decree entered August 16, 1950 in King County Superior Court Cause No. 420078, South 25-52-50 West 769.00 feet; thence South 27-22-50 West 140.31 feet to the Northeasterly margin of Primary State Highway No. 2; thence Northwesterly along said Northeasterly margin to the true point of beginning.

LESS that portion conveyed to the State of Washington recorded under Auditor's File No. 7106140473.

SUBJECT TO: Easement for Highway Slopes, Recording No. 7106140474; Easement for Sewer Line, Recording No. 6276292; Easement for Power Lines, Recording No. 2702601.

PARCELS A, B & C ABOVE SUBJECT TO: Easement for sewer trunk line, and incidental purposes recorded under Auditor's File No. 6276292; Easement for electric transmission line as granted by instrument recorded under Auditor's File No. 2702601; Easement for road purposes over the Easterly 10 feet of Parcel C as created by decree entered August 16, 1950 in King County Superior Court Cause No. 420078; Grant of roadway contained in instrument recorded under Auditor's File No. 427789; Easement for road purposes as disclosed by instrument recorded under Auditor's File No. 4891563; Exceptions and reservations contained in deed recorded under Auditor's File No. 541309; any lien or liens affecting said shore lands that may arise or be created in consequence of or pursuant to an act of the Legislature of the State of Washington entitled "AN ACT PRESCRIBING THE WAYS IN WHICH WATERWAYS FOR THE USES OF NAVIGATION MAY BE EXCAVATED BY PRIVATE CONTRACT, PROVIDING FOR LIENS UPON LANDS BELONGING TO THE STATE, GRANTING RIGHTS OF WAY ACROSS LANDS BELONGING TO THE STATE," APPROVED March 9, 1893.

Parcel D:

A portion of Parcel "B" according to Deed recorded under Auditor's File No. 6442630, records of King County, Washington, being more particularly described as follows:

Commencing at the NW corner of the SW 1/4 of Section 18, Township 24 North, Range 6 East, W.M., said King County; thence South 88-37-15 East along the North line thereof 750.31 feet to the true point of beginning; thence continuing South 88-37-15 East, 12.69 feet to the NE corner of the aforementioned Parcel "B"; thence South 07-52-45 West along the East line of said Parcel B, 131.94 feet; thence North 02-50-38 East, 95.16 feet to a point of curve; thence along a curve to the left having a radius of 585.00 feet, through a central angle of 03-31-25 an arc distance of 35.97 feet to the true point of beginning.

Parcel E:

A portion of Parcel "B" according to Deed recorded under Auditor's File No. 6442630, records of King County, Washington, being more particularly described as follows:

Commencing at said NW corner of the SW 1/4 of Section 18, Township 24 North, Range 6 East, W.M., said King County, thence South 88-37-15 East along the North line thereof 763.00 feet to the NE corner of the aforementioned Parcel "B", thence South 07-52-45 West along the East line of said Parcel "B"; 164.80 feet to the true point of beginning; thence continuing along said East line South 07-52-45 West 35.20 feet; thence South 73-37-45 West along the South line of said Parcel "B", 88.54 feet; thence North 14-37-26 West 9.86 feet to a point on the arc of a curve to the right from which the radial point bears South 10-16-22 East; thence along said curve to the right having a radius of 250.00 feet, through a central angle of 06/59-00 an arc distance of 30.47 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 70.00 feet, through a central angle of 67-21-46 an arc distance of 82.30 feet to the true point of beginning.

PARCELS A, B & C above are subject to an Easement for public recreational areas as granted by King County to the United States Government in an instrument dated November 16, 1972, attached hereto as Exhibit D.

Exhibit B-4

LEWIS CREEK (182406-9057)

That portion of the southwest quarter of Section 18, Township 24, Range 6 East, W.M., in King County, Washington, described as follows: Beginning at the south quarter corner of said Section 18; thence N88°18'25"W along the south line of said southwest quarter 1019.73 feet to the True Point of Beginning; thence N00°00'00"E 90.00 feet, thence N52°15'00"W 114 feet, thence N19°29'00"W 104.00 feet, thence S87°46'00"W 205 feet; thence S16°42'00"W 98.32 feet; thence N77°50'00"W 30.26 feet; thence N13°26'00"E 233 feet; thence N08°10'00"W 239.00 feet; thence S56°23'00"E 241.00 feet; thence N07°06'00"E 158 feet; thence N33°00'00"E 153.53 feet to a point on the southwesterly margin of Newport Way as conveyed to King County by deed recorded under Recording No. 9212042102, said point being on a 1,558 foot radius, circular curve to the left, from which point the center of said curve bears S28°00'31"W; thence northwesterly, along said curve and said margin, through a central angle of 03°23'38", an arc distance of 94.55 feet to a point on the east line of a tract of land conveyed to King county for Newport Way by deed recorded under Recording No. 9204071335; thence S00°08'12"W, along said east line, 10.99 feet to the southeast corner thereof, said point being on a 1,548.00 foot radius, circular curve to the left, from which point the center of said curve bears S24°41'57"W; thence northwesterly, along said curve and the southwesterly margin of Newport Way through a central angle of 00°14'51", an arc distance of 6.69 feet to a point of tangency; thence N65°32'54"W, along said margin, 417.33 to an intersection with the northwest line of a tract of land conveyed to Harold W. and Beverlee T. Vowles by deed recorded under King County Recording Number 9311120541; thence S40°13'05"W, along said northwest line, 10.98 feet to the west line of the east 250.00 feet of the southwest quarter of the southwest quarter of said Section 18 and an angle point in said Vowles tract; thence S01°03'11"W, along said west line and the west line of said Vowles tract, 959.01 feet to the south line of said southwest quarter; thence S88°18'25"E, along said south line, 559.23 feet to the True Point of Beginning

“Exhibit C” (to Parks Transfer Agreement)
Sammamish Cove Park Reserved Utility Easement

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources
Wastewater Treatment Division
MS KSC-NR-600
201 South Jackson Street
Seattle, WA 98104-3855

Grantor: City of Issaquah, a municipal corporation
Grantee: King County, a political subdivision of the State of Washington
Abbreviated Legal Description: GOV. LOT 3-6, SECTION 20 TOWNSHIP 24N
RANGE 06E
Assessor’s Tax Parcel Nos.: 202406-9070-08
Project: Sammamish Cove Transfer
Parcel No.:

RESERVATION OF UTILITY EASEMENT

THIS RESERVATION OF UTILITY EASEMENT is made and effective as of _____, 2006, between King County, a political subdivision of the State of Washington, its successors and assigns (hereinafter together referred to as “County”) and City of Issaquah, a municipal corporation in the State of Washington, its successors and assigns (hereinafter together referred to as "City").

RECITALS

- A. City has agreed to acquire from the County and the County has agreed to convey to the City, for and in consideration of the terms and conditions of that certain inter-local transfer agreement, dated _____, _____, by and between City and County, and other valuable considerations, the receipt of which is hereby acknowledged, and hereby agree to the reservation for the benefit of County, of a permanent easement over, across, along, in, upon and under, the legally described property on **Exhibit 1-a** attached hereto (“Property”).
- B. The County owns Utility facilities located on and under the Property. An easement for these Utility facilities had been granted to Municipality of Metropolitan Seattle (hereinafter Metro) by documents dated April 20, 1967, recorded under King County Recorder’s number 6171993, and document dated July 7, 1967, recorded under King County Recorder’s number 6207199 (“Metro Easements”). Since the granting of the Metro Easements, the County and Metro merged, thereby causing a merger of title between the Property and the Metro Easements. This Reservation of Easement shall supercede and replace the language of the Metro Easements.

- c. The County's agreement to convey the Property to the City is conditioned upon the County's reservation of permanent utility easements.

The City and County, by accepting and recording this Reservation of Utility Easement, hereby mutually covenant and agree as follows:

1. The County hereby reserves, for the purposes stated below, permanent utility easements over, across, along, in, upon and under the property more particularly described in **Exhibit 1-b**, attached hereto and incorporated herein by reference ("Utility Easement" Area) :
2. The Utility Easement being granted herein is for the purpose of installing, constructing, operating, maintaining, removing, re-constructing, repairing, replacing and using sewer pipeline or pipelines with all connections, manholes and appurtenances thereto, including fiber optic or communications lines used in conjunction with a sewer pipeline (hereinafter collectively referred to as "facilities"), within the Utility Easement Area, together with the right of ingress to and egress from said described property for the foregoing purposes.
3. The term of the utility easement shall be perpetual, and shall be appurtenant to, be binding upon, and run with the Property.
4. County shall, if the above described Property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above described Property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.
5. County shall indemnify, defend and hold harmless City, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of said County, its officers, agents, or employees' errors or omissions in the performance of activities related to this easement, provided, however, that County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole negligence of City, its elected officials, officers, agents or employees. County agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, County by mutual negotiation, hereby waives as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
6. City shall indemnify, defend and hold harmless County, its elected officials, staff, officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense and costs on appeal thereof, for injuries, sickness or death of persons or damage to property, which is caused by or arises out of said City, its officers, agents, or employees' acts, errors or omissions on the Property, both inside and outside the Utility Easement Area, provided, however, that City's obligation to indemnify, defend and hold harmless shall not extend to injuries sickness, death or damage caused by or resulting from the sole

(Exhibit 1-a: legal description for Sammamish Cove Park)
(insert description at Exhibit B-1 to Parks Transfer Agreement)

SAMMAMISH COVE PARK

That portion of Government Lots 3, 4, 5 and 6, Section 20, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington, lying Northeasterly of Primary State Highway No. 2 as conveyed to the State of Washington by deeds recorded under Recording Nos. 3066534 and 4722298; TOGETHER WITH shorelands of the second class adjoining thereto as conveyed by the State of Washington by deed recorded under Recording No. 619364;

EXCEPT that portion thereof lying within the right of way for drainage ditch condemned by Drainage District No. 4 of King County, in King County Superior Court Cause No. 115812;

ALSO EXCEPT that portion thereof lying Southwesterly and Westerly of the Easterly line of that certain tract conveyed to Joe A. Chandler and Marie B. Chandler by deed recorded under Recording No. 5214298 and established by that deed and Boundary Line Agreement recorded under recording No. 8705271211, described as follows: Commencing at a point where the West line of the East 632.00 feet of Government Lot 4 intersects the Northeasterly margin of N.W. Sammamish Rd., which point is marked by a concrete monument stamped Park Boundary-Jones-C96 1974 as established by the Jones Associates in survey recorded in Book 3 of Surveys, Page 272; thence along the Northeasterly Margin of said N.W. Sammamish Rd., as follows: North 59-16-08 West a distance of 820.47 feet; thence North 30-43-52 East a distance of 25.00 feet; thence continuing North 59-16-08 West a distance of 259.47 feet to a PK nail with aluminum washer, L.S. No. 11691 set in a concrete filled 1-1/2" galvanized pipe, the true point of beginning of the line herein described; thence North 13-07-06 West along and about 10 feet Northeasterly of the centerline of a small creek, a distance of 432.26 feet to a PK nail with aluminum washer, L.S. No. 11691 set in a concrete filled 1-1/2" galvanized pipe which is 0.1 feet Easterly of a 1.8 foot diameter metal planter and about 6 feet Southerly of the shore of Lake Sammamish, the terminus of the line herein described. (Said line to be extended or shortened so as to terminate at the line of ordinary high water of said lake). The bearings, distances, points called for etc. are as shown on the "Boundary Line Agreement Map" attached to deed and Boundary Line Agreement recorded under Recording No. 8705271211 and identified as "Exhibit A" which by this reference is made a part hereof; ALSO EXCEPT the East 632 feet of Government Lots 3 and 4 of said Section 20 and the shorelands adjoining thereto condemned by the State of Washington in King County Superior Court Cause No. 684942; ALSO EXCEPT that portion, if any, lying within the West 578 feet of the East 1210 feet of said Government Lot 3 and the shorelands adjoining Government Lots 3 and 4 as condemned by the State of Washington in King County Superior Court Cause No. 687735.

SUBJECT TO: 1) Easement and conditions contained therein, as disclosed by instrument recorded on February 2, 1959, Recording No. 4992472; 2) The question of location of lateral boundaries of said second class tidelands or shorelands; 3) Any prohibition or limitation of use, occupancy or improvement of the real property resulting from the rights

of the public or riparian owners to use any portion which is now or has been formerly covered by water; 4) Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power; 5) Agreement and the terms and conditions thereof between Municipality of Metropolitan Seattle, a Municipal Corporation, and Eastgate Sewer District, a Municipal Corporation, which agreement was recorded on April 21, 1967, under King County Recording No. 6465047; 6) Agreement and the terms and conditions thereof between City of Issaquah, a Municipal Corporation, and E.M. Greenwood, which agreement was recorded on November 21, 1977, under King County Recording No. 7711210304; 7) The right to make necessary slopes for cuts or fills upon the real property herein described as granted in deed to grantee, King County, which Deed was recorded on April 7, 1932, under King County Recording No. 2716847; 8) Conservation Easement in favor of the State of Washington, as recorded under Recording No. 9308301941.

RESERVED UNTO KING COUNTY, WASHINGTON, a permanent Utility Easement as described in the attached Reservation of Utility Easement.

(Exhibit 1-b: Property within Sammamish Cove Park
on which a permanent utility easement is reserved to King County)
(appended to Exhibit C of Parks Transfer Agreement)

Servient Property:

Government Lot 4, EXCEPT Primary State Highway No. 2 as now located and established, EXCEPT right of way for King County Drainage District No. 4, condemned in King County Superior Court Cause No. 115812 and EXCEPT any portion lying south and west of a line established in boundary agreement recorded under Auditor's File No. 5228379, records of King County, TOGETHER WITH the second class shorelands adjoining;

ALSO, that portion of Government Lot 5 and of Government Lot 6 lying northeasterly of Primary State Highway No. 2 as now located and established, EXCEPT that portion thereof lying westerly of the easterly line of a tract of land conveyed to Joe A. Chandler and Marie B. Chandler, his wife, by deed dated October 18, 1960, and recorded as Auditor's File No. 5214298, records of King County, TOGETHER WITH the second class shorelands adjoining;

ALSO, that portion of the Northeast Quarter of the South-West Quarter lying northeasterly of Primary State Highway No. 2 as now established and located;

ALL in Section 20, Township 24 North, Range 6 East, W.M.;

Easement:

A permanent easement over, across, along, in, upon and under that portion of the above-described property, included within a strip of land 30 feet in width lying 15 feet on each side of the following described center line:

Beginning at a point on the south line of Section 18, Township 24 North, Range 6 East, W.M., said point being South 88°18'42" East 2469.448 feet along the south line of said Section 18 from the south quarter corner thereof; said point of beginning being designated as North 206,478.459 East 1692,618.946 Washington Coordinate System, North Zone; thence South 5°26'46" West 92.372 feet; thence South 10°03'25" East 102.362 feet; thence South 40°43'24" East 424.500 feet; thence South 33°08'00" East 144.500 feet; thence South 15°03'00" East 144.500 feet; thence South 37°43'00" East 130.774 feet; thence South 10°52'00" West 74.500 feet; thence South 4°51'00" East 118.765 feet; thence South 25°14'00" East 144.500 feet; thence South 61°28'09" East 269.553 feet; thence North 86°24'00" East 214.500 feet; thence South 79°16'00" East 354.500 feet to point of terminus; said point of terminus being North 47°36'12" West 1908.533 feet from the center of Section 20, Township 24 North, Range 6 East, W.M., (said center point of Section 20 being North 89°42'01" East 2669.30 feet from the west

quarter corner of said Section 20 as measured along the east-west center line thereof)and said point of terminus being designated as North 205,096.49 East 1693,958.30 Washington Coordinate System;

ALSO, a permanent easement over, across, along, in, upon and under a strip of land 10 feet in width lying 5 feet on each side of a 21-inch water intake line as constructed from a point on the sewer trunk line as described above and extending lakeward to the outer limits of the second class shorelands.

ALSO, a permanent easement over, across, along, in, upon and under a strip of land 15 feet in width lying 7-1/2 feet on each side of the following described center line:

Beginning at a point in Section 20, Township 24 North, Range 6 East, W.M., said point being North 47°36'12" West 1908.533 feet from the center of said Section 20 (said center point of Section 20 being North 89°42'01" East 2669.30 feet along the east-west center line of said Section 20 from the west quarter corner thereof) and said point of beginning being designated as North 205.096 49 East 1693,958.30 Washington Coordinate System, North Zone; thence South 87°46'36" East 347.47 feet, thence South 54°23'42" East 1332.14 feet; thence South 1°19'59" West 458.19 feet, more or less, to intersection with the north line of said Primary State Highway No. 2, said point of intersection being 10 feet easterly from the north-south center line of said Section 20 as measured at right angles thereto;

ALSO, County has constructed on the shorelands adjoining the property described in Exhibit A, a pile supported dock. Said dock extends over a manhole located in County's trunk sewer line in Lake Sammamish and said dock has a bolted access cover over the top of the manhole. The dock shall be transferred as part of the Property, but County shall have the right to access and use said dock for ingress to and egress from said access cover and for all other purposes reasonably related to its trunk sewer line and said dock shall remain where installed as long as County has the above-described sewer line in operation.

EXHIBIT C

**Local Drainage Facilities to be Transferred to City or
Subject to Inspection by the City Within or Related to South Cove/Greenwood Point
Annexation Area**

Table A: Stormwater System Facilities in South Cove to be transferred to City

| DR# | Facility | Address | Type |
|--------|-------------------|------------------|---------|
| DR0902 | Meerwood Drainage | 4704 192nd Pl SE | Channel |

Table B: Commercial Stormwater Facilities in South Cove to remain in private ownership

| Facility Name | Facility Address |
|----------------------------------|---------------------------------|
| Sammamish Bluffs Condominiums #1 | 4701 W. Lake Sammamish Pkwy. SE |
| Sammamish Bluffs Condominiums #2 | 4737 W. Lake Sammamish Pkwy. SE |
| Sammamish Bluffs Condominiums #3 | 4737 W. Lake Sammamish Pkwy. SE |
| Sammamish Bluffs Condominiums #4 | 4737 W. Lake Sammamish Pkwy. SE |
| Sammamish Crown | 4316 W. Lake Sammamish Pkwy SE |

Table C: Residential Stormwater Facilities in South Cove to be Transferred to City

| Facility Name | Address |
|-----------------------|------------------------------|
| Timber Lake Lane (P) | 18150 SE 42 nd Pl |
| Timber Lake Lane (LT) | 18233 SE 43 rd Pl |
| Weatherwood #1 | 4501 186th Ave SE |
| Weatherwood East | 18701 SE 45 th St |

Exhibit D

Drainage Facility Property Interests Transferred to the City

Within Issaquah –

Tracts A, B, G and X, Montreux Division #1, as recorded in Volume 155 of Plats, pages 69-87, records of King County, Washington. (Tax Acc't. Nos. 560800-0930, 560800-0940, 560800-0950, 560800-0960)

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

Within South Cove -

Plat Name: Timberlake Park Tax Lots
Recording Number:

Plat Name: Greenwood Point
Recording Number: 197702010447, 197907239005

Plat Name: Lake West
Recording Number: 197208240407

Plat Name: Lindley Farm Subdiv Unrecorded
Recording Number: Volume 902 page 155

Plat Name: Meadowbrooke Point
Recording Number: 198611180607 amended 198705271066 for wider lots

Plat Name: The Meadows at Lake Sammamish
Recording Number: 197610060615

Plat Name: The Meadows at Lake Sammamish 2 - Tr B esmt & ped walkway
Recording Number: 197709200721

Plat Name: The Meadows at Lake Sammamish 3
Recording Number: 197706210722

Plat Name: The Meadows at Lake Sammamish 4
Recording Number: 197808010730

Plat Name: The Meadows at Lake Sammamish 5
Recording Number: 197909051003

Plat Name: Meerwood
Recording Number: 197901160763

Plat Name: Sammamish Beach Club
Recording Number: 197901030688

Plat Name: Sammamish Bluffs Condo Phase I
Recording Number: 198001220417

Plat Name: Sammamish Bluffs Condo Phase I I
Recording Number: 198002130372

Plat Name: Sammamish Crown Condo
Recording Number: 9003010779

Plat Name: Sammamish Hills Condo
Recording Number: 199711210602 199703200398 20000215001087

Plat Name: Timber Lake Lane
Recording Number: 197706130821

Plat Name: Waterford Terrace
Recording Number: 197901090672

Plat Name: Weatherwood Div #1
Recording Number: 198405290859

Plat Name: Weatherwood East
Recording Number: 198612314133

EXHIBIT E

**AFTER RECORDING RETURN TO:
City of Issaquah**

QUIT CLAIM DEED

**GRANTOR – KING COUNTY
GRANTEE - CITY OF Issaquah
LEGAL --
TAX NO. – N/A**

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, for and in consideration of the promises and covenants made and duties assumed by the Grantee, the City of Issaquah, a municipal corporation of the State of Washington, by and through that certain interlocal agreement regarding transfer of public parks, open space, and stormwater facilities in Greenwood Point/South Cove, receipt of which is hereby acknowledged, conveys and quit claims unto the Grantee, those certain real property interests, as legally described in Exhibit A, attached hereto and made a part of this Deed:

Dated this _____ day of _____, 2006.

KING COUNTY, WASHINGTON

BY _____

TITLE _____

