

15612 2006-392

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

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

RECITALS

- A. The County has a Capital Improvement Project (CIP # 200891) on Coal Creek Parkway from the Southeast 95th Way to Southeast 100th Place. This project is referenced herein as "the County Project."
- B. The County purchased two properties to complete the County Project. These properties are listed in Exhibit 1, with legal descriptions attached. The County purchased Parcel #1 (Tax No. 342405-9086) to construct a drainage facility for the County Project. The County purchased Parcel #2 (Tax No. 032305-9116) to construct an access road for property owners affected by the County Project and for mitigation as required by the Interagency Committee for Outdoor Recreation.
- C. The City is constructing a transportation project (the "City Project") that will connect to the County Project which requires the City to acquire property and easements from portions of the County-owned property. The City Project will improve traffic operations and safety by widening Coal Creek Parkway to five lanes between Southeast 84th Way and Southeast 95th Way.
- D. The County-owned properties are considered surplus to the needs of the County's Road Services Division, which is the custodial agency. The properties do not meet the County's affordable housing criteria.
- E. The City requests that the County transfer to the City certain portions of the properties listed in Exhibit 1 as well as easements on certain other portions of these same properties to complete the City Project. A map showing the properties and easements which the City is requesting is attached in Exhibit 2. A list of the properties and easements, and their legal descriptions, is attached in Exhibit 3. The purposes for which the City requires the properties and easements are stated in Exhibit 4.
- F. The County is willing to comply with the City's request for the transfer of the County-owned properties and easements listed in Exhibit 3 for the purposes stated in Exhibit 4.
- G. The County purchased property for right-of-way for the County Project. The properties identified in Exhibit 1 are among the properties the County purchased for the County

Project. A portion of the funding for the right-of-way was obtained with a grant from the Transportation Improvement Board (TIB). TIB's reimbursement to the County for the portion it funded for acquisition of the County Project property is approximately \$431,800.

- H. It is in the best interests of the County and City for the County to transfer the properties and easements identified in Exhibit 3 to the City so that the City can complete its Project.

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

1. COUNTY RESPONSIBILITIES

- 1.1 Within thirty (30) days of the execution of this Agreement by the parties the County shall convey the properties and easements listed in Exhibit 3 to the City.

2. CITY RESPONSIBILITIES

- 2.1 The City shall accept the properties and easements "AS IS" including, but not limited to, any defects in title, or the presence of any environmental contamination, underground storage tanks, or violation of any applicable laws or regulations. The County makes no warranty, express or implied, concerning the properties and easements.
- 2.2 The City shall ensure adequate access for the County or its successors to construct and maintain a drainage facility to be located on Parcel 1, listed in Exhibit 1.
- 2.3 The City shall provide full access to the County Project to the County or its successors during construction of the County Project.
- 2.4 The City acknowledges that the County-owned properties were acquired by the County to construct a drainage facility, to construct an access road with improved sight distance for property owners affected by the County Project, and to provide mitigation as part of the County Project.
- 2.5 The deed and easements to subject properties shall contain all reservations of record known to the County.
- 2.6 The City shall use the properties and easements transferred only in connection with the City Project for the purposes stated in Exhibit 4.
- 2.7 The City shall reimburse the County for the full market value of any portion of the properties and easements transferred pursuant to this Agreement that is used for purposes not authorized by this Agreement.

3. DURATION

3.1 This Agreement shall be effective upon execution by both parties, and shall continue in effect until it is terminated in writing by mutual consent of both parties.

4. INDEMNIFICATION

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

5. AUDITS AND INSPECTIONS

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

6. WAIVER OR AMENDMENTS

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

7. ENTIRE AGREEMENT

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

8. OTHER PROVISIONS

8.1 The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

8.2 Nothing contained herein is intended to, nor shall be construed to, create any rights in any party not a signatory to this Agreement, or to form the basis for any liability on the part of the City, the County, or their officials, employees, agents or representatives, to any party not a signatory to this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last written below.

FOR KING COUNTY:

FOR THE CITY OF NEWCASTLE:

King County Executive

City Mayor

Date _____

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

15612

EXHIBIT 1

King County Properties
Purchased for the County's Capital Improvement Project # 200891

Parcel #1 Legal Description

Tax No. 342405-9086

Area 295,336 square feet

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

Except that portion thereof conveyed to King County by deed recorded under Recording Number 4037653;

Except that portion thereof conveyed to King County by deed recorded under Recording Number 3960225;

And Except a 40 foot strip heretofore conveyed to Seattle and Issaquah Electric Railway Company for right-of-way, by deed recorded under Recording Number 888068.

Parcel #2 Legal Description

Tax No. 032305-9116

Area 32,234 square feet

That portion of the northeast quarter of the northwest quarter of Section 3, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of the said northeast quarter of the northwest quarter; thence along the north line of said northeast quarter, north $88^{\circ} 29' 40''$ west 1130 feet to the TRUE POINT OF BEGINNING; thence south $1^{\circ} 25' 38''$ west parallel to the east line of said northeast quarter, a distance of 250 feet;

Thence north $88^{\circ} 29' 40''$ west 84.36 feet to the easterly line of county road;

Thence northerly along said easterly line to its intersection with the north line of said northeast quarter;

Thence along said north line south $88^{\circ} 29' 40''$ east 176.16 feet to the TRUE POINT OF BEGINNING.

15612

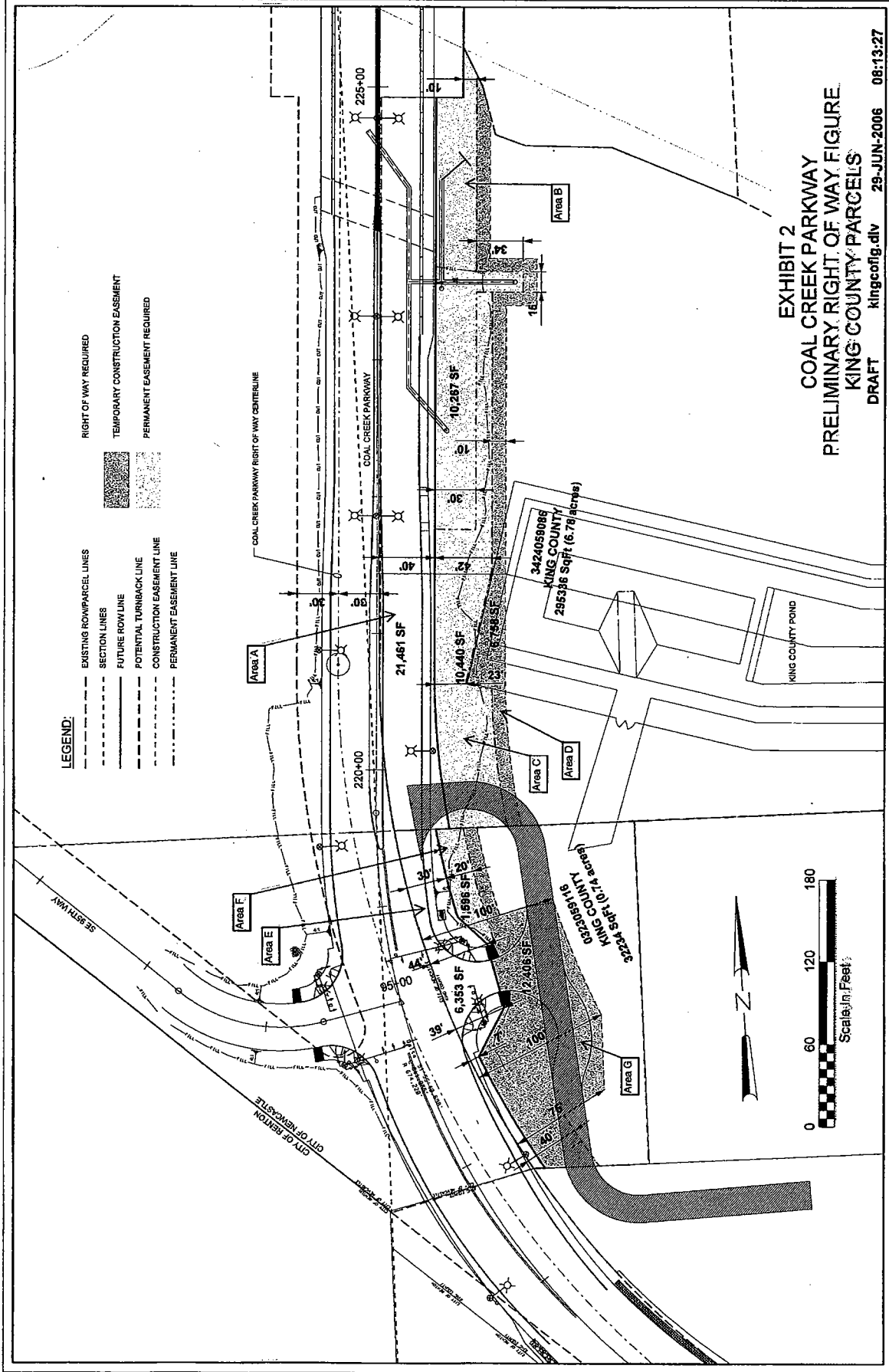


EXHIBIT 2
COAL CREEK PARKWAY
PRELIMINARY RIGHT OF WAY FIGURE
KING COUNTY PARCELS
DRAFT kingcfig.dwg 29-JUN-2006 08:13:27

EXHIBIT 3

Properties and Easements for Transfer to the City of Newcastle
Legal Descriptions

Formerly Orheling Property (Tax ID 342405-9086)

Area A - Right of Way requirement of 21,461 SF

Area B - Permanent Easement requirement of 10,267 SF

Area C - Permanent Slope Easement requirement of 10,440 SF

Area D - Temporary Construction Easement requirement of 6,758 SF

Formerly Brandt Property (Tax ID 032305-9116)

Area E - Right of Way requirement of 6,353 SF

Area F - Permanent Slope Easement requirement of 1,596 SF

Area G - Temporary Construction Easement requirement of 12,406 SF

EXHIBIT 4

Value of Properties to be transferred

Table 1: Formerly Orteling Property (Tax ID 342405-9086)

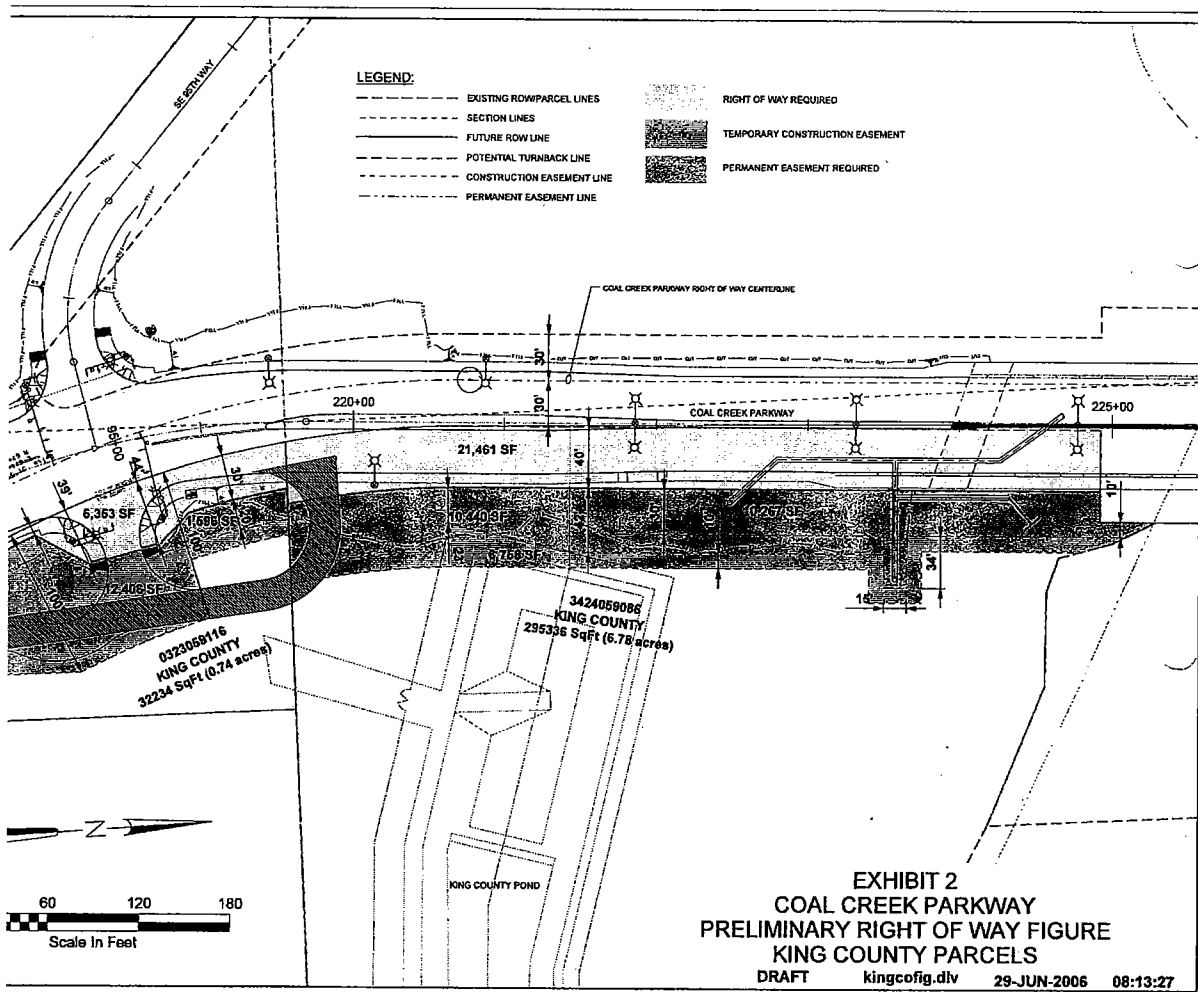
Property and Easements	Purpose	Square Footage	Value @ \$1.25/square foot
Area A	Right of way. The area represents the required area for the roadway, May Creek bridge, retaining walls, illumination equipment, sidewalk footprint and set-back from back of sidewalk.	21,461	\$26,826
Area B	Permanent Easement. The area represents an easement for accessing and maintaining the underground seepage collection pipe system. Part of this area also serves as the permanent easement for the underground seepage collection pipe system and the fill slope to support the roadway.	10,267	12,833
Area C	Permanent Slope Easement. The area represents an easement for the fill slope to support the roadway.	10,440 @ 50%	6,525
Area D	Temporary Construction Easement. The area represents where contractor will need temporary rights to construct the roadway improvement.	6,759 - 6 months rent	675
TOTAL			\$46,859

Table 2: Formerly Brandt Property (Tax ID 032305-9116)

Property and Easements	Purpose	Square footage	Value @ \$10.40/square foot
Area E	Right of way. This represents the area required for the roadway, sidewalk footprint, signal and illumination equipment and set-back from back of sidewalk.	6,353	66,071
Area F	Permanent Slope Easement. The area represents an easement for the fill slope to support the roadway.	1,596 @ 50%	8,300
Area G	Area G - Temporary Construction Easement - The area represents an easement for the area required to reconstruct the driveway access.	12,406 - 6 months rent	5,160

15612

	coordination during construction between the two projects may reduce or eliminate the need to reconstruct the driveway. - This area is also based on the decision from the June 28, 2006 meeting among King County, Renton and Newcastle that the King County/Renton project will revise the design of curb locations and channelization to accommodate a northbound Coal Creek Parkway left turn pocket at SE 95th Way.		
TOTAL			\$79,531
TOTAL VALUE OF PROPERTY AND EASEMENTS			\$126,390



15612

EXHIBIT A
ACQUISITION FROM PARCEL NO. 342405908605

The westerly 40 feet of that portion of the below described Parent Parcel, lying southerly of the south end of May Creek Bridge No. 368-B at Engineers Sta. 224+90 as Surveyed by King County Survey No. 3-23-5-6, containing 21,461 square feet, more or less.

07/06/2006



PARENT PARCEL

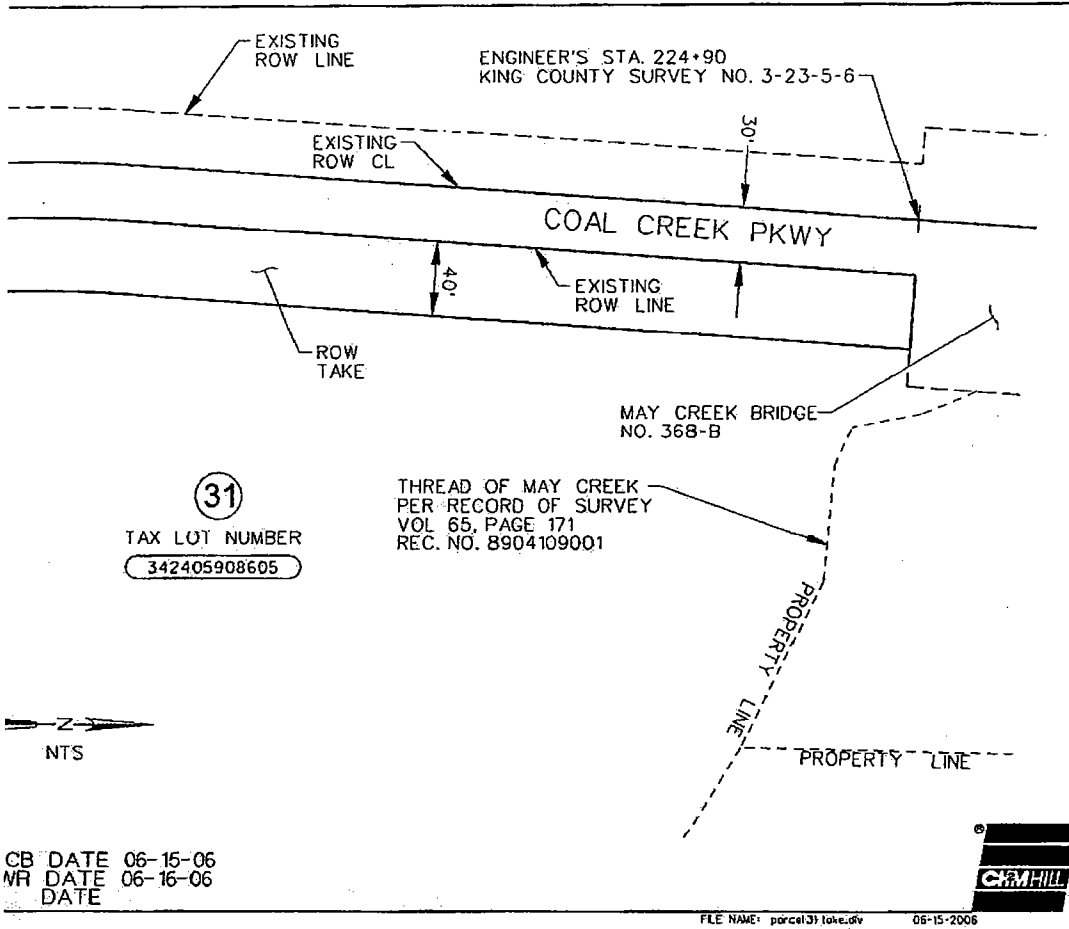
That portion of the southwest quarter of the southeast quarter of the southwest quarter of Section 34, Township 24 North, Range 5 East, W.M., in King County, Washington, lying southerly of the thread of May Creek;

EXCEPT that portion thereof conveyed to King County by deed recorded under Recording Number 4037653;

EXCEPT that portion thereof conveyed to King County by deed recorded under Recording Number 3960225;

AS THE SURVEY IS AN EAST ALTA SURVEY AS SHOWN ON MAPS IN SOUTHERN AND TACOMA, WASHINGTON.

15612



15612

EXHIBIT A
SLOPE EASEMENT FROM PARCEL NO. 342405908605

All that portion of the below described Parent Parcel, being described as follows:

Beginning at the intersection of the south line of Section 34, Township 24 North, Range 5 East, W.M., in King County, Washington with the existing centerline of Coal Creek Parkway; thence South 88°29'54" East along said south line, 112.96 feet to a point on a non-tangent curve from which a radius point bears North 82°10'16" East, and TRUE POINT OF BEGINNING; thence along a 562.22-foot radius curve to the right with a central angle of 10°14'12" an arc distance of 100.45 feet; thence North 72°46'47" West, 19.68 feet; thence North 16°58'58" East, 84.79 feet; thence North 4°05'25" East, 204.28 feet; thence North 85°54'35" West, 12.00 feet; thence South 4°05'25" West, 174.40 feet; thence North 85°54'35" West, 30.00 feet; thence South 4°05'25" West, 100.50 feet; thence along a 604.22-foot radius curve to the left with a central angle of 11°15'56" an arc distance of 118.80 feet to said south line of Section 34; thence South 88°29'55" East along said south line, 42.52 feet to the TRUE POINT OF BEGINNING, containing 10,440 square feet, more or less.

07/17/2006



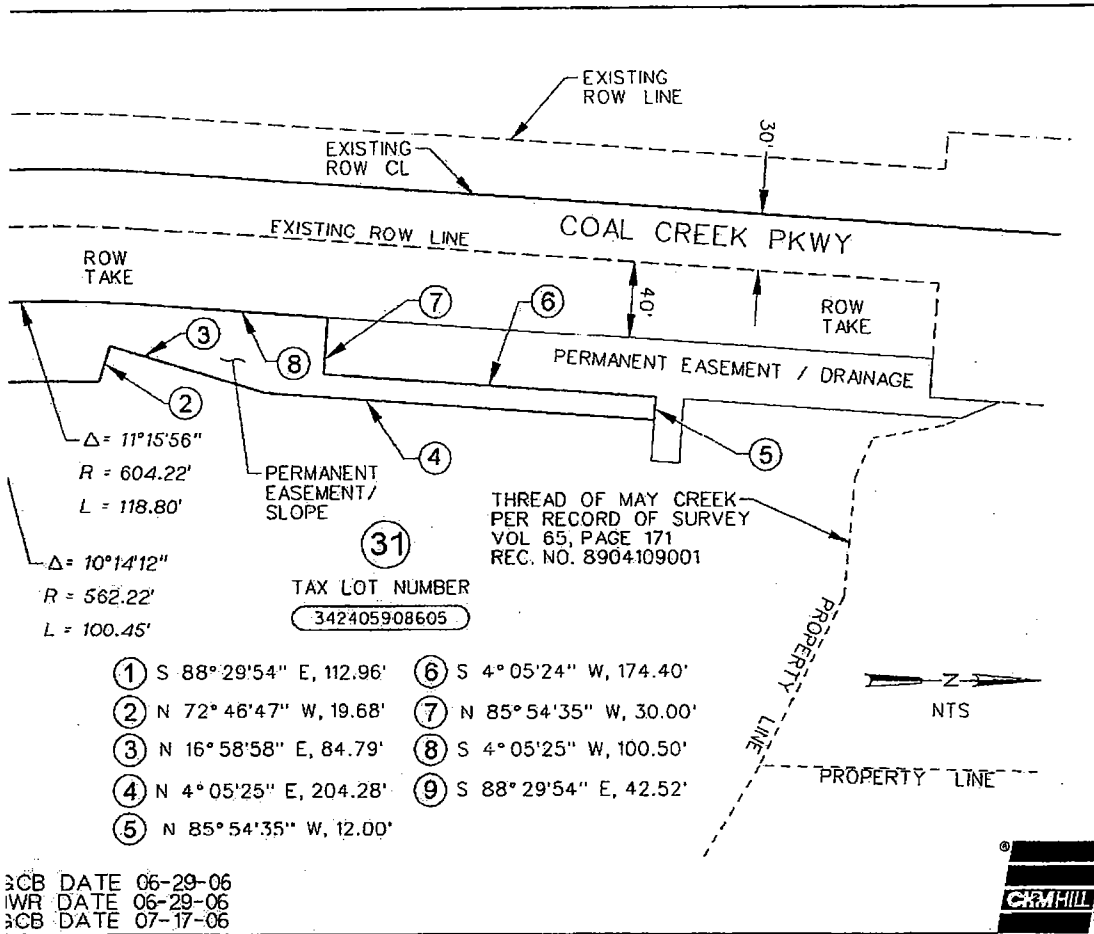
PARENT PARCEL

15612

EXCEPT that portion thereof conveyed to King County by deed recorded under Recording Number 4037653;

EXCEPT that portion thereof conveyed to King County by deed recorded under Recording Number 3960225;

AND EXCEPT a 40 foot strip heretofore conveyed to Seattle and Issaquah Electric Railway Company for right of way, by deed recorded under Recording Number 888068.



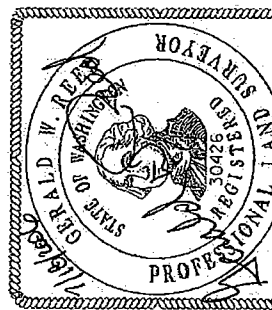
15612

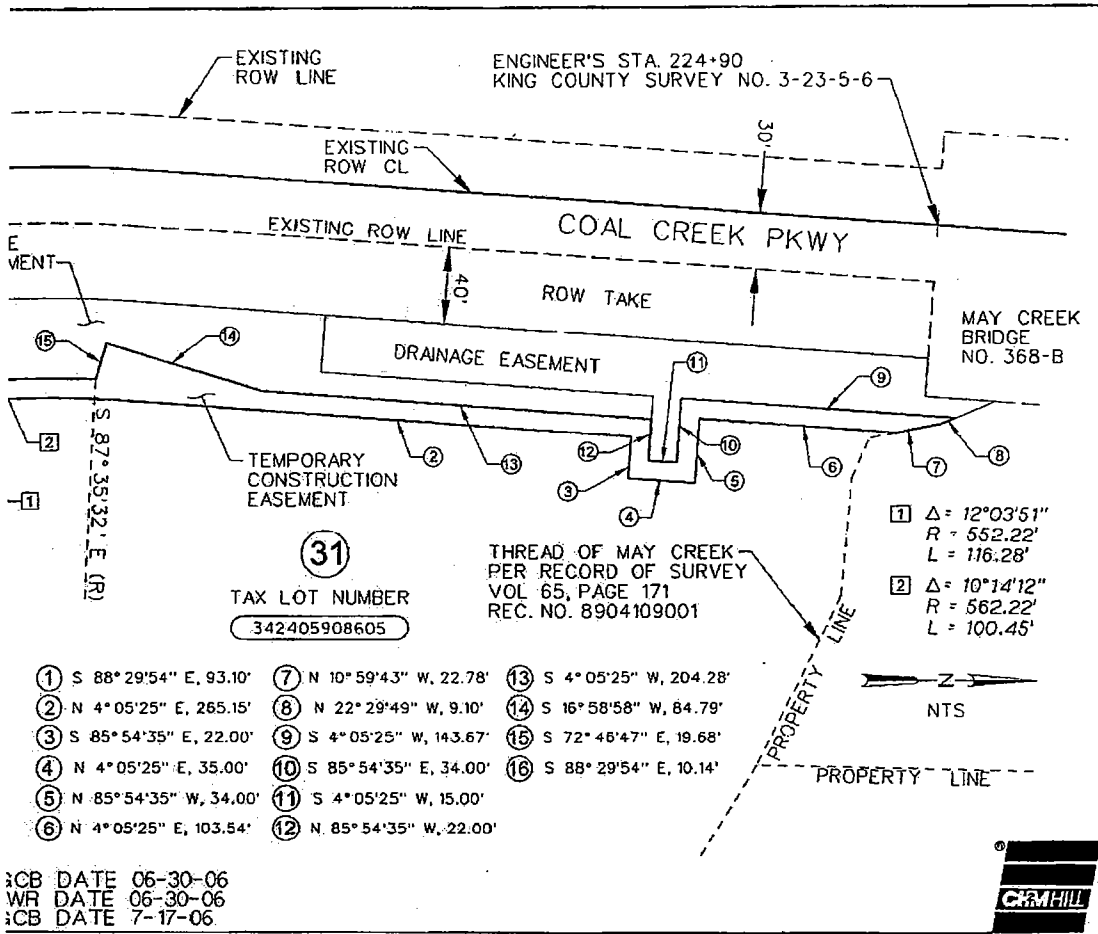
EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT FROM PARCEL NO. 342405908605

All that portion of the below described Parent Parcel, being described as follows:

Beginning at the intersection of the south line of Section 34, Township 24 North, Range 5 East, W.M., in King County, Washington with the existing centerline of Coal Creek Parkway; thence South 88°29'54" East along said south line, 93.10 feet to a point on a non-tangent curve from which a radius point bears North 82°00'02" East, and the TRUE POINT OF BEGINNING; thence along a 552.22-foot radius curve to the right with a central angle of 12°03'51" an arc distance of 116.28 feet; thence North 4°05'25" East, 265.15 feet; thence South 85°54'35" East, 22.00 feet; thence North 4°05'25" East, 35.00 feet; thence North 85°54'35" West, 34.00 feet; thence North 4°05'25" East, 103.54 feet to the thread of May Creek; thence along said thread North 10°59'43" West, 22.78 feet; thence North 22°29'49" West, 9.10 feet; thence leaving said thread South 4°05'25" West, 143.67 feet; thence South 85°54'35" East, 34.00 feet; thence South 4°05'25" West, 15.00 feet; thence North 85°54'35" West, 22.00 feet; thence South 4°05'25" West, 204.28 feet; thence South 16°58'58" West, 84.79 feet; thence South 72°46'47" East, 19.68 feet to a point on a non-tangent curve from which a radius point bears North 87°35'32" East; thence along a 562.22-foot radius curve to the left with a central angle of 10°14'12" an arc distance of 100.45 feet to said south line; thence South 88°29'54" East along said south line, 10.14 feet to the TRUE POINT OF BEGINNING, containing 6,758 square feet, more or less.

07/17/2006





ICB DATE 06-30-06
WR DATE 06-30-06
ICB DATE 7-17-06



15612

EXHIBIT A
ACQUISITION FROM PARCEL NO. 032905911607

All that portion of the below described Parent Parcel, lying westerly of the following described line:

Beginning at the northwest corner of said parcel, said point being on said easterly margin of Coal Creek Parkway; thence South 88°29'40" East, along the north line thereof, 30.32 feet to a point on a non-tangent curve from which a radius point bears North 82°58'14" East, and the TRUE POINT OF BEGINNING of the hereinafter described line; thence along a 614.22-foot radius curve to the left with a central angle of 6°09'33" an arc distance of 66.03 feet; thence South 42°58'49" East, 29.26 feet; thence South 11°49'14" East, 47.50 feet; thence South 31°20'03" West, 40.29 feet to a point on a non-tangent curve from which a radius point bears North 67°38'13" East; thence along a 637.22-foot radius curve to the left with a central angle of 8°30'05" an arc distance of 94.55 feet to the south line of said Parent Parcel, and the terminus of said line, containing 6,353 square feet, more or less.

07/06/2006



PARENT PARCEL

That portion of the northeast quarter of the northwest quarter of Section 3, Township 23 North, Range 5 East, W.M. in King County, Washington described as follows:

15612

thence South $1^{\circ}25'38''$ West parallel to the ease line of said northeast quarter, a distance of 250 feet;
thence North $88^{\circ}29'40''$ West, 84.36 feet to the easterly margin of Coal Creek Parkway Southeast;
thence northerly along said easterly margin to its intersection with the north line of said northeast quarter;
thence along said north line South $88^{\circ}29'40''$ East, 176.16 feet to the TRUE POINT OF BEGINNING.

15612

EXHIBIT A
PERMANENT EASEMENT FROM PARCEL NO. 032305911607

All that portion of the below described Parent Parcel, described as follows:

Beginning at the northwest corner of said parcel, said point being on said easterly margin of Coal Creek Parkway, thence South 88°29'40" East, along the north line thereof, 30.32 feet to the TRUE POINT OF BEGINNING; thence continuing along said north line South 88°29'40", 20.23 feet to a point on a non-tangent curve from which a radius point bears North 82°40'52" East; thence along a 594.22-foot radius curve to the left with a central angle of 8°17'39" an arc distance of 86.02 feet; thence South 74°23'14" West, 6.00 feet; thence North 42°58'49" West, 29.26 feet to a point on a non-tangent curve from which a radius point bears North 76°48'41" East; thence along a 614.22-foot radius curve to the right with a central angle of 6°09'33" an arc distance of 66.03 feet to the TRUE POINT OF BEGINNING, containing 1,596 square feet, more or less.

07/06/2006



PARENT PARCEL

That portion of the northeast quarter of the northwest quarter of Section 3, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

15612

thence South $1^{\circ}25'38''$ West parallel to the ease line of said northeast quarter, a distance of 250 feet;
thence North $88^{\circ}29'40''$ West, 84.36 feet to the easterly margin of Coal Creek Parkway Southeast;
thence northerly along said easterly margin to its intersection with the north line of said northeast quarter;
thence along said north line South $88^{\circ}29'40''$ East, 176.16 feet to the TRUE POINT OF BEGINNING.

15612

TEMPORARY CONSTRUCTION EASEMENT FROM PARCEL NO. 032305911607
EXHIBIT A

All that portion of the below described Parent Parcel, being described as follows:

Beginning at the northwest corner of said parcel, said point being on said easterly margin of Coal Creek Parkway; thence South 88°29'40" East along the north line thereof, 50.55 feet to the TRUE POINT OF BEGINNING; thence continuing along said north line, South 88°29'40" East, 10.12 feet to a point on a non-tangent curve from which a radius point bears North 82°31'44" East; thence along a 584.22-foot radius curve to the left with a central angle of 6°28'08" an arc distance of 65.96 feet; thence North 76°18'36" East, 40.00 feet to a point on a non-tangent curve from which a radius point bears North 76°02'29" East; thence along a 544.22-foot radius curve to the left with a central angle of 9°38'55" an arc distance of 91.65 feet; thence South 1°30'18" West, 53.96 feet; thence South 61°24'28" West, 35.00 feet to a point on a non-tangent curve from which a radius point bears North 61°27'55" East; thence along a 604.22-foot radius curve to the left with a central angle of 4°20'10" an arc distance of 45.73 feet to the south line of said Parent parcel; thence North 88°29'40" West, along said south line, 39.51 feet to a point on a non-tangent curve from which a radius point bears North 59°08'08" East; thence along a 637.22-foot radius curve to the right with a central angle of 8°30'05" an arc distance of 94.55 feet; thence North 31°20'03" East, 40.29 feet; thence North 11°49'14" West, 47.50 feet; thence North 74°23'14" East, 6.00 feet to a point on a non-tangent curve from which a radius point bears North 74°23'12" East; thence along a 594.22-foot radius curve to the right with a central angle of 8°17'39" an arc distance of 86.02 feet to the TRUE POINT OF BEGINNING, containing 12,406 square feet, more or less.

07/06/2006



PARENT PARCEL

That portion of the northeast quarter of the northwest quarter of Section 3, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the northeast corner of the said northeast quarter of the northwest quarter; thence along the north line of said northeast quarter, North 88°29'40" West 1130 feet to the TRUE POINT OF BEGINNING; thence South 1°25'38" West parallel to the east line of said northeast quarter, a distance of 250 feet; thence North 88°29'40" West, 84.36 feet to the easterly margin of Coal Creek Parkway Southeast; thence northerly along said easterly margin to its intersection with the north line of said northeast quarter; thence along said north line South 88°29'40" East, 176.16 feet to the TRUE POINT OF BEGINNING.

