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March 24, 2003

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**Revised Intergovernmental Land and Pool Transfer Agreement Between  
King County and the Si View Metropolitan Park District**

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 Si View Metropolitan Park District, hereinafter called "District", and King County, hereinafter called "County".

WHEREAS the District desires to own, operate, and maintain parks, open space, recreation facilities and programs 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 facilities is approximately equal to the value of the property to the County; and

WHEREAS to the extent the District provides scholarships, reduced fees or other means of assuring access to parks and recreational programming for District residents, the District has a goal of ensuring that such scholarships or other needs-based rates and programs are available to all persons desiring to use the park and recreational programs regardless of residency, and

WHEREAS it is in the best interest of the public that the District 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 District and the County agree as follows:

**1. Conveyance of Title**

1.1. Within one hundred twenty (120) days of execution of this Agreement, King County shall convey to the District 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 (the "Property"):

- Si View Park**
- Si View Community Center**
- Si View Pool**
- Shamrock Park**

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

"The District, as required by RCW 36.89.050, covenants that the portion of the Property consisting of Si View Park, Si View Community Center, and Si View Pool 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 District covenants that the portion of the Property consisting of Shamrock Park shall continue to be used in perpetuity for park or recreation purposes unless other equivalent lands or facilities within the county or the city are received in exchange therefore and the replacement lands or facilities are used in perpetuity for park or recreation purposes."

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

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

- 1.3 The Property being conveyed includes the equipment and supplies set forth in Exhibit C. The County will leave such equipment and supplies on site, which equipment and supplies will include all furniture, computers (without software), lifeguard equipment, first aid supplies, specialty tools, operator manuals, blueprints, as-built pool and remodel plans, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for pool maintenance. The District takes all equipment and supplies AS IS and WHERE IS and agrees that the County holds no future responsibility with regard to the equipment and supplies or any occurrence related to or resulting from use of the equipment and supplies.
- 1.4 Any equipment and supplies stored at the Si View Pool for use at other King County facilities will not be transferred to the District and shall be removed by the County within thirty (30) days of execution of this Agreement. For any of the above-described equipment and supplies not removed by the County within the thirty (30) day time period, the District will retain the equipment and supplies as its property. The County shall also remove from the Property within that same time period all equipment relating to the now unused gas chlorination system and the surge tank located in the Si View pump room. For any of the gas chlorination system and surge tank equipment not removed by the County within the thirty (30) day time period, the District may either remove the equipment and supplies at County expense or retain the equipment and supplies as its property.
- 1.5 The District shall allow King County to continue storing its container of emergency shelter supplies at the container's present location within Si View Park. The County's use of the Property for this purpose shall be without charge, and any change in the storage location shall be mutually agreed upon by the parties. The County retains all rights and responsibilities relating to the maintenance and use of the storage container, including the stocking of perishable emergency supplies and any decisions to make use of the materials stored in the container.
- 1.6 In conveying the Property by deed, the County shall reserve the following easements for County-owned utilities currently located within the Property and easements previously granted to the County that were lost through merger when the County acquired the Property: [List of Easements to be inserted subsequent to County Council approval, but prior to execution of this Agreement]
- 1.7 The conveyances contemplated by paragraph 1.1 of this Agreement are contingent upon the District's inspection of the Property for defects in the Property that render it unfit for its intended purpose. The District may inspect the Property during an inspection period that shall expire forty-five (45) days after this Agreement is fully executed. If the District does not notify the County of any defects in the Property that render it unfit for its intended purpose within the inspection period, this contingency shall be deemed satisfied. If the District does notify the County of defects in the Property that render it unfit for its intended purpose within the inspection period, the District or the County may terminate

this Agreement or the Parties may mutually agree to renegotiate this Agreement in order to address the cure of such defect.

1.8 The County shall make its staff available to consult with the District regarding the operation and maintenance of the Property on an as-needed basis for a period not to exceed six months.

1.9 The County shall complete those actions necessary to remove the Pool from its current mothballed state in preparation for the District's re-opening of the facility to public use. The District shall be responsible for notifying the County of its intended opening date so that the County may complete its action in a reasonable and timely manner.

## **2. Existing Restrictions, Agreements, Contracts or Permits; and Financial Arrangement**

2.1 The District shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance, which encumbrances will be identified in the deed. The final identification of these encumbrances, along with the final verification of the legal description of the Property, is dependent on obtaining and reviewing a preliminary commitment for title insurance for the Property. The County will notify the District of the final list of encumbrances and the final legal description under this provision prior to the conveyance called for by paragraph 1.1 of this Agreement.

2.2 The District and the County acknowledge and agree that the Property is currently subject to the following special use permits: [List of Special Use Permits to be inserted subsequent to County Council approval, but prior to execution of this Agreement] Effective as of the date the Property is conveyed to the District, the County hereby assigns, transfers and conveys to the District all of the County's rights, privileges and obligations under such special use permits, and the District hereby accepts and assumes all of the County's rights, privileges and obligations under such permits.

2.3 The County agrees to transfer to the District \$50,000 for the purpose of making capital improvements to the Si View Pool and Community Center. The funds will be distributed to the District in two \$25,000 installments, with the first payable on or before December 31, 2003 and the second payable on or before December 31, 2004. These funds may be used only for the planning, construction, reconstruction, repair, rehabilitation or improvement of the Si View Pool and Community Center.

2.4 The County will transfer additional capital funds to the District for the purposes described in section 2.3 in an amount estimated to be no more than \$20,000. The exact amount will be inserted subsequent to County Council approval, but prior to execution of this agreement. The funds will be distributed to the District on or before December 31, 2003.

### **3. Protection of Historical Resources and Art**

- 3.1 The District acknowledges that the Si View Park, Si View Community Center and Si View Pool are designated as King County Landmarks subject to the July 12, 1984 designation of the Si View Activity Center and Pool, which designation is on file with the King County Records and Elections Divisions under recording number 8407310642. The District and the County agree to support the nomination and designation of the Si View Activity Center and Pool as a City of North Bend Landmark.
- 3.2 The District agrees that the King County Landmarks and Heritage Commission or its successor shall retain the authority to review, approve, deny and/or condition proposed alterations to or demolition of any designated significant features of the Si View Activity Center and Pool consistent with the provisions of K.C.C. ch. 20.62 as currently adopted or hereafter amended, until the Property is re-designated as a City of North Bend Landmark, provided however, that if subsequent to such re-designation the County's interlocal agreement for historic preservation services with the City of North Bend is terminated or lapses for any reason, then the King County Landmarks and Heritage Commission will reassume its authority to review, approve, deny and/or condition as set forth in this paragraph.
- 3.3 The County shall provide the District with copies of all documents in its possession relating to the historic nature of the Property, and shall also transfer to the District all historic materials relating to the Property, including photos, trophies, sports records, memorabilia, and other similar tangible items in its possession.

### **4. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services**

- 4.1 The District has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property.
- 4.2 King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.
- 4.3 The District acknowledges and agrees that except as indicated in paragraph 5.2, the County shall have no liability for, and that the District shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the District or the County.

## 5. Environmental Liability

- 5.1 "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.
- 5.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the District might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County during the County's period of ownership. The District may not, however, assert such a claim to the extent that the District exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the District performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property.
- 5.3 If the District 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. Such notice shall in no event be provided more than 10 days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
- 5.4 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.

## 6. Indemnification and Hold Harmless

- 6.1 King County shall indemnify and hold harmless the District and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the District, except to the extent that indemnifying or holding the District harmless would be limited by Section 5 of this Agreement.. In the event that any suit based upon such a claim, action, loss or damage is brought against the District or the District and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the District and its elected officials, officers, agents and employees or jointly against the District and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.
- 6.2 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole

or in part from the existence or effect of District resolutions, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District resolutions, rule or regulation is at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the County or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

- 6.3 The District 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 District, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the District, except to the extent that indemnifying or holding the County harmless would be limited by Section 5 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 District, the District 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 District and their respective officers, agents and employees, the District shall satisfy the same.
- 6.4 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.
- 6.5 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.

## **7. Audits and Inspections**

- 7.1 Until December 31, 2009, 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.

## **8. Waiver and Amendments**

- 8.1 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.

**9. Entire Agreement and Modifications**

9.1 This Intergovernmental Agreement and its Exhibits sets forth the entire agreement between the parties with respect to the subject matter hereof. It may be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

**10. Duration and Authority**

10.1 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.

**11. Notice**

11.1 Any notice provided for herein shall be sent to the respective parties at:

King County:

District:

Bob Burns  
Acting Manager, Parks and Recreation  
Division, DNRP  
Rm 700, King Street Center  
201 S. Jackson Street  
Seattle, WA 98104

Susan Kelly  
Commission Clerk  
PO Box 346  
North Bend, Washington 98045

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

Si View Metropolitan Park District

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Commission President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County  
Senior Deputy Prosecuting Attorney

\_\_\_\_\_  
Commission Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF WASHINGTON) ) SS  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the  
State of Washington, residing

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON) ) SS  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the said

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instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposed therein mentioned.

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

Notary Public in and for the  
State of Washington, residing

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**King County Parks Transferring to the Si View Park District**

Name of park

Amenities/facilities

**Si View Park**  
**Si View Community Center**  
**Si View Pool**  
**Shamrock Park**

**EXHIBIT B**  
**Legal Descriptions**

SI VIEW PARK, COMMUNITY CENTER AND POOL

Parcel A

That portion of Section 9, Township 23 North, Range 8 East, W.M., described as follows: Beginning at the Northwest corner of the NE 1/4 of the SE 1/4 of said Section 9; thence along the West line of said subdivision S. 0°13'33" W. 246 feet, to the true point of beginning; thence along the West line of said subdivision, S. 0°13'33" W. 490 feet; thence East 503.28 feet; thence North 245 feet; thence N. 57°17'00" E. 15.86 feet; thence N. 50°07'43" W. 111.50 feet; thence N. 0°48'48" E. 162.71 feet; thence West 428.73 feet to the true point of beginning.

Parcel B

That portion of the NE 1/4 of the SE 1/4 of Section 9, Township 23 North, Range 8 East, W.M., in King County, Washington, described as follows: Beginning at the Northeast corner of said subdivision; thence S. 44°43'00" W. 218.19 feet; thence S. 49°37'00" West 650.25 feet; thence S. 53°56'00" E. 187.52 feet to the Northerly line of a strip of land deeded to King County, Washington, for County road by Deed recorded under Auditor's File No. 3068050, and the True Point of Beginning; thence West along said Northerly line 347.035 feet; thence North 230.00 feet; thence N. 57°17'00" East 15.86 feet; thence S. 50°07'43" E. 218.10 feet; thence Southeasterly to the True Point of Beginning.

SUBJECT TO: 1) Easement for electric transmission line over the East 1/2 of the SE 1/4 of Section 9, recorded under Auditor's File No. 2459546; and 2) Right of make slopes, recorded under Auditor's File No. 3068050.

Parcel C

Those portions of the NE 1/4 of the SE 1/4 of Section 9, Township 23 North, Range 8 East, W.M., described as follows: Beginning at a point on the West line of said subdivision S. 00°13'33" W. 736.00 feet from the Northwest corner thereof; thence East 503.28 feet; thence North 245.00 feet to the True Point of Beginning; thence N. 57°17'00" E. 15.86 feet; thence N. 50°07'43" W. 111.50 feet; thence N. 00°48'48" E. 162.71 feet; thence West to intersect that right of way line drawn parallel with and 100 feet Northeasterly, when measured at right angles and/or radially, from the centerline survey of State Highway Route No. 90 (PSH No. 2), North Bend to Tanner; thence Northwesterly, along said right of way line, to the West line of said subdivision; thence S. 00°13'33" W., along said West line, to intersect that right of way line drawn parallel with and 125 feet Southwesterly, when measured at right angles and/or radially, from said centerline survey; thence Southeasterly, along said right of way line, to a point South of the True

Point of Beginning; thence North to the True Point of Beginning;

ALSO, Beginning at Point "A" on the Southwesterly line of the Burlington Northern Inc. (formerly Northern Pacific Railway Company) right of way S. 44°43'00" West 218.19 feet from the Northeast corner of said subdivision; thence S. 49°37'00" W. 668.25 feet; thence N. 50°07'43" W. 329.60 feet to the True Point of Beginning; thence N. 00°48'48" E. to intersect that right of way line drawn parallel with and 100 feet Northeasterly, when measured at right angles and/or radially, from said centerline survey; thence Southeasterly, along said right of way line, to a point which bears S. 49°37'00" W. from said Point "A"; thence S. 49°37'00" West to intersect that right of way line drawn parallel with and 125 feet Southwesterly, when measured at right angles and/or radially, from said centerline survey; thence Northwesterly, along said right of way line, to a point which bears S. 50°07'43" E. from the True Point of Beginning; thence N. 50°07'43" W. to the True Point of Beginning;

ALSO, Beginning at Point "A" on the Southwesterly line of the Burlington Northern Inc. right of way S. 44°43'00" W. 218.19 feet from the Northeast corner of said subdivision; thence S. 49°37'00" W. 668.25 feet to the True Point of Beginning; thence Southeasterly, in a straight line, to a point on the Northerly line of that road conveyed to King County by that Deed recorded under Auditor's File No. 3068050, records of said County, which point bears S. 49°37'00" W. 650.20 feet and S. 53°56'00" E. 187.52 feet from said Point "A"; thence S. 53°56'00" E. to a point which bears S. 49°37'00" W. 650.20 feet and S. 53°56'00" E. 213.00 feet from said Point "A"; thence N. 49°37'00" E. to intersect that right of way line drawn parallel with and 100 feet Northeasterly, when measured at right angles and/or radially, from said centerline survey; thence Northwesterly, along said right of way line, to a point which bears S. 49°37'00" W. from said Point "A"; thence S. 49°37'00" W. to the True Point of Beginning.

LESS that portion of Primary State Highway No. 2, North Bend to Tanner, described as follows: Beginning at the East 1/4 corner of Section 9, Township 23 North, Range 8 East, W.M.; thence S. 44°43' West 218.19 feet; thence S. 49°37'00" W. 300 feet; thence S. 53°56'00" E. 213 feet; thence S. 49°37'00" W. 47.12 feet to the Northeasterly margin of said State Highway No. 2 and the True Point of Beginning; thence continuing S. 49°37'00" W. 18.38 feet; thence N. 53°56'00" W. 91.11 feet to said Northeasterly margin; thence Southeasterly along said margin 97.09 feet to the True Point of Beginning.

#### Parcel D

That portion of the following described tract lying Southerly of Primary State Highway No. 2, North Bend to Tanner: Beginning S. 44°43'00" W. 218.19 feet from the East 1/4 corner of Section 9, Township 23 North, Range 8 East, W.M.; thence S. 49°37'00" W. 668.25 feet; thence N. 50°07'43" W. 329.60 feet; thence North 398.09 feet to the East and West centerline of said Section 9; thence Easterly along said centerline 532.85 feet to the Northern Pacific Railroad right of way; thence S. 53°56'00" E. 280.02 feet to the point of beginning; LESS, Beginning at the most Easterly corner; thence Northwesterly along said right of way 77.15 feet; thence S. 49°37' W. 214.72 feet; thence S. 01°28'52" W. 100.71 feet; thence N. 49°37'00" E. 300 feet to the point of beginning; LESS State Highway No. 2.

SHAMROCK PARK

Parcel A

Tract A in the Plat of Shamrock Park Division No. 1, an addition to King County, Washington, as recorded in Volume 87, page 31, records of King County, Washington.

SUBJECT TO: 1) Easement for River Protection under Auditor's file No. 5726505; 2) Any questions that may arise due to shifting or change in the course of the Snoqualmie River or due to said river having changed its course; 3) Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Snoqualmie River; 4) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now or has been formerly covered by water; 5) Easement for the general public for fishing only on the Northeasterly 5 feet of Tract A, dated August 1, 1968, as recorded on October 29, 1968, under Recording No. 6427021; 6) Restrictions contained in said plat; 7) Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat; and 8) Restrictions and easements contained in Declaration of Protective Restrictions and Easements, dated October 23, 1968, as recorded on October 29, 1968, under Recording No. 6427022 (Amended by instrument, recorded under Recording No. 6487434.).

Parcel B

That portion of the West 1/2 of the SE 1/4 of Section 9, Township 23 North, Range 8 East, W.M., lying Northeasterly of the South fork of the Snoqualmie River, EXCEPT the North 736.00 feet thereof. Said tract being of the approximate dimensions, having a river frontage of 450.00 feet, with the North end being 260 feet and the East side 370 feet.

SUBJECT TO: Easement of 60 feet for road along North line thereof.

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**EXHIBIT C**  
**Inventory of Equipment and Supplies**

[List of Equipment and Supplies to be inserted subsequent to County Council approval, but prior to execution of this Agreement]