



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

March 20, 2006

Ordinance 15395

Proposed No. 2006-0029.2

Sponsors Lambert

1 AN ORDINANCE authorizing the county executive to
2 convey to the city of Redmond portions of four parcels of
3 land for roadway and sidewalk improvements adjacent to
4 West Lake Sammamish Parkway and Northeast Union Hill
5 Road located in council district 3.

6

7

8

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9

SECTION 1. Findings:

10

A. On March 28, 2001, King County and the city of Redmond entered into an
11 interlocal agreement relating to the reconstruction and improvement of West Lake
12 Sammamish Parkway Northeast from Northeast 51st Street to Marymoor Way. This
13 agreement allowed the city to move forward as lead agency on the road improvement
14 project on West Lake Sammamish Parkway from Northeast 51st Street to Marymoor
15 Way.

16

B. The project consisted of widening a two lane roadway to include additional
17 vehicular lanes with bike lanes on both sides along with required water quality facilities.

18 C. The subject site consists of a portion of 308.3-acre Marymoor park and is
19 currently unimproved. The King County department of natural resources and parks,
20 parks division, is the custodian. The city needs to acquire a strip of land in fee and
21 numerous permanent easements. The strip taking ranges from five feet in width to
22 seventy-five feet where a curve has been taken out of the roadway. This strip is
23 approximately two thousand three hundred feet in length with a total fee taking area of
24 approximately forty six thousand two hundred eighty-three square feet or 1.06 acres.

25 D. Six separate areas will be encumbered by permanent easements totaling thirty
26 three thousand five hundred eight square feet or 0.77 acres.

27 E. The city of Redmond has completed construction of these improvements to the
28 West Lake Sammamish Parkway adjacent to Marymoor park under a special use permit
29 and the terms of the interlocal agreement between the city and the county.

30 F. An appraisal was completed for the parcel establishing compensation for the
31 property at two hundred five thousand dollars. Because the Marymoor park facility was
32 purchased in part with Forward Thrust levy funds, the two hundred five thousand dollars
33 compensation for the parcels will be used to purchase parks, recreational, and open space
34 property, in keeping with the Forward Thrust levy covenants.

35 G. The King County department of transportation, transit division, has one parcel
36 of property, known as the Union Hill Metro van distribution facility located at 18655
37 Northeast Union Hill Road in the city of Redmond. The subject property is
38 approximately 10.08 acres in size, level and at road grade. Access to the site is from
39 Northeast Union Hill Road. It is improved with paving, a small office and a vehicle
40 service building.

41 H. The city has begun the project under a special use permit which allowed it to
42 move forward with construction to install sidewalks and to improve the left hand turn
43 lane from Northeast Union Hill Road to 188th Avenue Northeast.

44 I. Construction of this project requires the city to acquire approximately two
45 thousand four hundred thirty-one square feet of land in fee. Although the parcel is
46 improved, none of the improvements will be adversely affected by this construction.

47 J. An appraisal was completed for the parcel establishing a value for the property
48 at nineteen thousand four hundred forty-eight dollars. Three trees will also be removed
49 from the right-of-way, for which King County will be compensated seven hundred ninety
50 five dollars for total compensation in the amount of twenty thousand two hundred forty-
51 three dollars.

52 K. Sale of the West Lake Sammamish Parkway property will be by warranty
53 deed and permanent right-of-way and utility easement.

54 L. Sale of the Northeast Union Hill Road property will be by warranty deed.

55 M. Pursuant to K.C.C. 4.56.140, the county may dispose of county property to
56 another governmental agency by negotiation, upon such terms as may be agreed upon and
57 for such consideration as may be deemed by the county to be adequate.

58 SECTION 2. The King County executive is hereby authorized to execute the
59 necessary documents to convey to the city of Redmond the real property and right-of-way
60 as described in Attachments B, C and E to this ordinance to the city of Redmond.

Ordinance 15395

| 61 | <u>Parcel</u> | <u>Tax ID</u> | <u>Appraised Value</u> |
|----|-----------------------------|---------------|------------------------|
| 62 | West Lake Sammamish Parkway | | |
| 63 | Portions of | 112505-9016 | \$205,000 |
| 64 | | 132505-9001 | |
| 65 | | 142505-9023 | |

Ordinance 15395

66 Northeast Union Hill Road 062506-9016 \$20,243

67

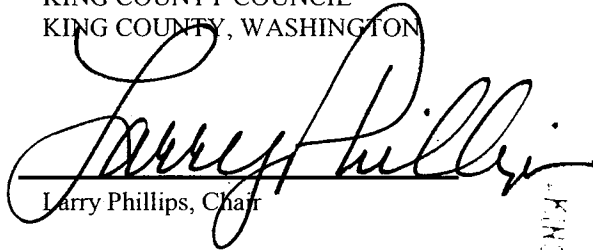
Ordinance 15395 was introduced on 2/21/2006 and passed by the Metropolitan King County Council on 3/20/2006, by the following vote:

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

No: 0

Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



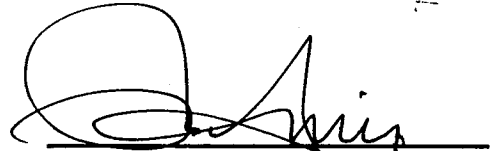
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 29 day of MARCH, 2006.



Ron Sims, County Executive

RECEIVED
2006 MAR 29 PM 12:04
CLERK
KING COUNTY COUNCIL

Attachments

- A. West Lake Sammamish Parkway Right-of-Way Plan, B. Warranty Deeds, West Lake Sammamish Parkway, C. Utility and Right-of-Way Easements, West Lake Sammamish Parkway, D. Right-of-Way Plans, NE Union Hill Road, E. Warranty Deed, NE Union Hill Road, F. Interlocal Agreement

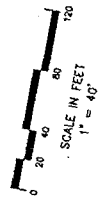
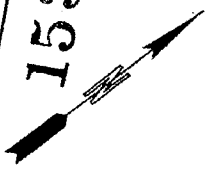
SECTION 11
SE 1/4 SE 1/4
SECTION 11

T.25N R.5E. W.M.

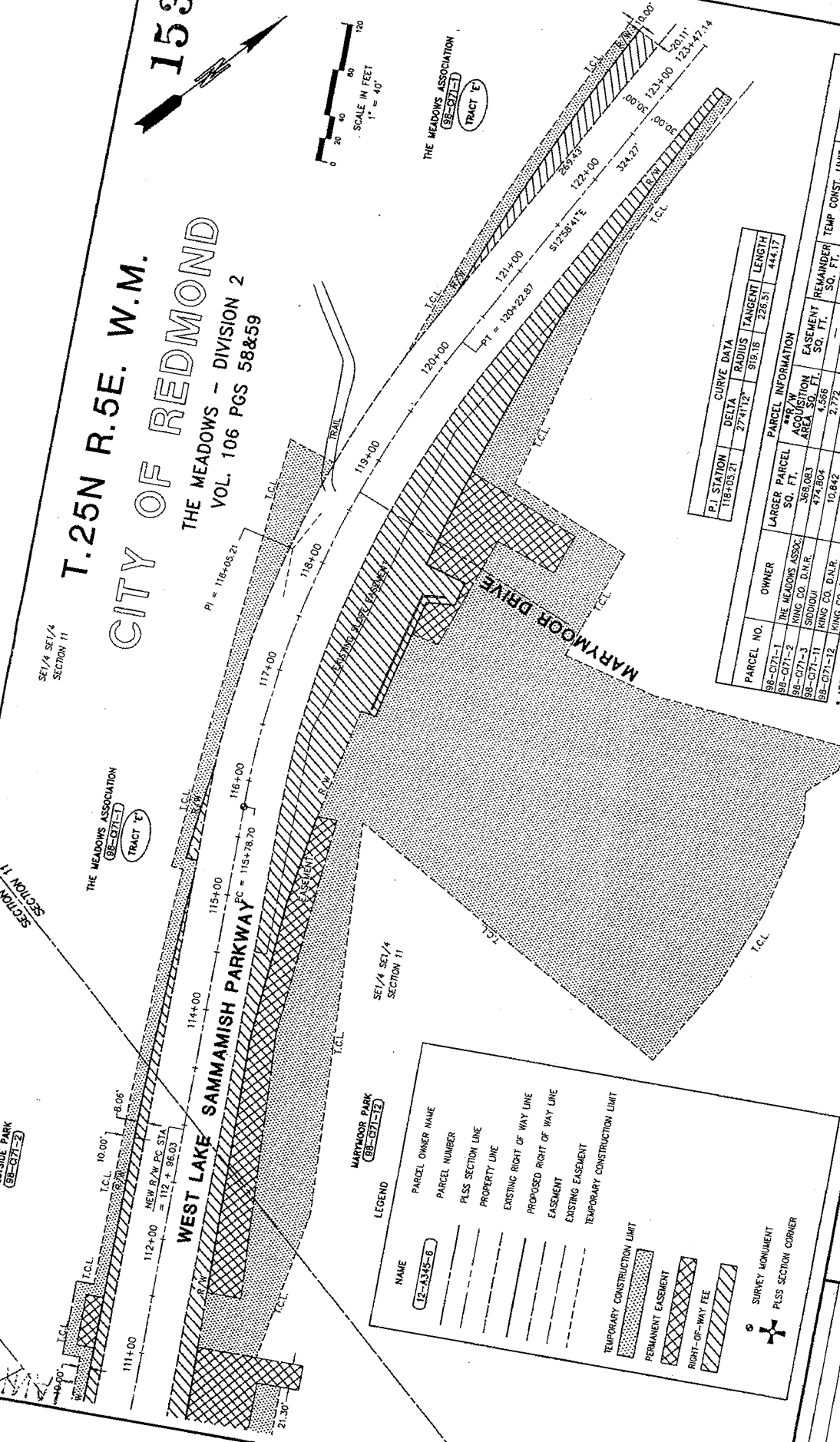
CITY OF REDMOND

THE MEADOWS - DIVISION 2
VOL. 106 PGS 58&59

1539



THE MEADOWS ASSOCIATION
(SE-071-1)
TRACT 'E'



| P.I. STATION | DELTA | RADIUS | TANGENT | LENGTH |
|--------------|-----------|--------|---------|--------|
| 118+05.21 | 27°41'12" | 918.18 | 728.51 | 442.17 |

| PARCEL NO. | OWNER | LARGER PARCEL SQ. FT. | R/W ACQUISITION AREA SQ. FT. | EASEMENT SQ. FT. | REMAINDER SQ. FT. | TEMP CONST. LIMIT SQ. FT. | RECORDING # |
|--|------------------|-----------------------|------------------------------|------------------|-------------------|---------------------------|-------------|
| 88-071-1 | THE MEADOWS ASSN | 369,083 | 4,456 | — | — | — | — |
| 88-071-2 | KING CO. D.N.R. | 474,804 | — | — | — | — | — |
| 88-071-3 | SEGO/QUI | 10,842 | — | — | — | — | — |
| 88-071-11 | KING CO. D.N.R. | 10,842 | — | — | — | — | — |
| 88-071-12 | KING CO. D.N.R. | 474,804 | — | — | — | — | — |
| * AREA OF LARGER (ORIGINAL) PARCEL IS FROM KING COUNTY ASSESSOR'S OFFICE INFORMATION | | 2,380,973 | 16,131 | 18,489 | 438,673 | — | — |
| * R/W ACQUISITION AREA MAY INCLUDE UNDERLYING EASEMENTS | | 29,467 | 13,435 | 2,381,086 | 29,027 | — | — |

WEST LAKE SAMMAMISH PARKWAY
RIGHT OF WAY PLAN
NE 51ST ST. TO MARYMOOR WAY
CITY OF REDMOND
PROJECT NO. 08-01-74



DAVID EVANS AND ASSOCIATES, INC.
415 - 11th Avenue SE
Bellevue, Washington 98005-3718
Phone: 425-519-8800



CITY OF REDMOND
5870 N.E. 85TH STREET
REDMOND, WASHINGTON 98052
PHONE: 425.526.2701



LEGEND

NAME: 12-A345-B

PARCEL OWNER NAME

PARCEL NUMBER

PLUS SECTION LINE

PROPERTY LINE

EXISTING RIGHT OF WAY LINE

PROPOSED RIGHT OF WAY LINE

EASEMENT

EXISTING EASEMENT

TEMPORARY CONSTRUCTION LIMIT

TEMPORARY CONSTRUCTION LIMIT

PERMANENT EASEMENT

RIGHT-OF-WAY FEE

SURVEY MONUMENT

PLUS SECTION CORNER

SEE SHEET 2 OF 2

FILE: RMDX0027
SHEETS 3 / 3

2006-029
15395

Please Return To:
City of Redmond – CHPWE
Public Works Department
Attn: D. Wilson
P.O. Box 97010
Redmond, WA 98073-9710

Warranty Deeds, West Lake
Sammamish Parkway

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM

Document Title(s) (or transactions contained therein):

STATUTORY WARRANTY DEED

Reference Number(s) of Documents assigned or released:

Additional reference numbers on page ___ of document

Grantor(s): (Last name first, then first name and initials)

1. King County, State of Washington

2.

Additional names on page __ of document

Grantee(s): (Last name first, then first name and initials)

1. Redmond, City of

2.

Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

Portion of E 1/2 of SE 1/4 of Sec. 11, T25N, R5E, W.M., King County, Washington

Additional legal is on Exhibit "A" of document

Assessor's Property Tax Parcel Account Number(s):

112505 9016

City of Redmond Reference: West Lake Sammamish Parkway NE 51" to Marymoor Way (Parcel 12)

Project Number: 98-CI-71

Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

15395

EXHIBIT "A"

CITY OF REDMOND PROJECT / PARCEL # 98-C171-12 (MARYMOOR PARK)

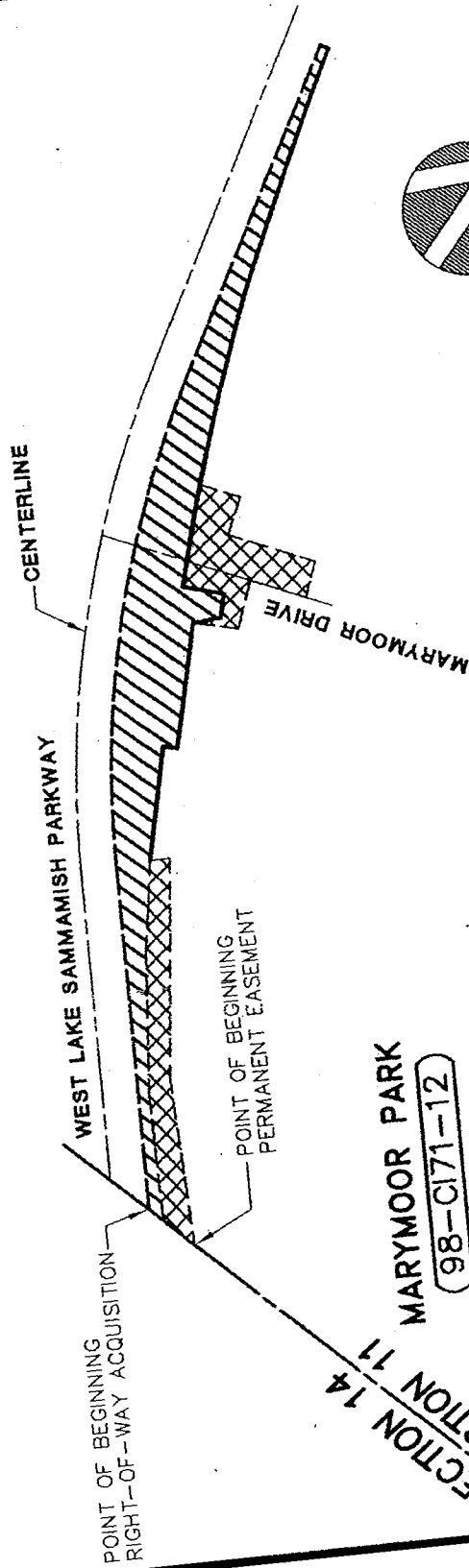
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11;
THENCE NORTH 87°57'27" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 A DISTANCE OF 783.49 FEET TO THE CENTERLINE OF WEST LAKE SAMMAMISH PARKWAY;
THENCE SOUTH 87°57'27" EAST ALONG SAID SOUTH LINE A DISTANCE OF 40.83 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 40°39'53" WEST A DISTANCE OF 296.71 FEET TO A 889.18 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°41'12" A DISTANCE OF 429.67 FEET;
THENCE NORTH 12°58'41" WEST A DISTANCE OF 300.94 FEET;
THENCE NORTH 77°01'19" EAST A DISTANCE OF 7.64;
THENCE SOUTH 13°48'42" EAST A DISTANCE OF 28.16 FEET;
THENCE SOUTH 15°21'04" EAST A DISTANCE OF 58.00 FEET;
THENCE SOUTH 16°53'25" EAST A DISTANCE OF 58.00 FEET;
THENCE SOUTH 16°36'19" EAST A DISTANCE OF 72.54 FEET TO A POINT ON THE ARC OF A 2165.47 FOOT RADIUS CURVE WHICH CENTER BEARS NORTH 70°26'06" EAST;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°57'03" A DISTANCE OF 187.11 FEET;
THENCE SOUTH 25°57'31" EAST A DISTANCE OF 70.87 FEET;
THENCE NORTH 65°23'13" EAST A DISTANCE OF 35.71 FEET;
THENCE SOUTH 27°13'23" EAST A DISTANCE OF 20.87 FEET;
THENCE SOUTH 44°08'20" WEST A DISTANCE OF 23.70 FEET;
THENCE SOUTH 27°52'41" EAST A DISTANCE OF 108.58 FEET;
THENCE SOUTH 60°55'38" WEST A DISTANCE OF 12.38 FEET;
THENCE SOUTH 29°05'26" EAST A DISTANCE OF 100.32 FEET;
THENCE SOUTH 32°19'50" EAST A DISTANCE OF 76.86 FEET;
THENCE SOUTH 36°23'05" EAST A DISTANCE OF 122.29 FEET;
THENCE SOUTH 41°41'24" EAST A DISTANCE OF 108.70 FEET TO SAID SOUTH LINE;
THENCE NORTH 87°57'27" WEST ALONG SAID SOUTH LINE A DISTANCE OF 15.59 FEET TO THE POINT OF BEGINNING.



CONTAINING 29,487 SQUARE FEET OR 0.68 ACRES MORE OR LESS.

15395

CITY OF REDMOND PROJECT/PARCEL # 98-C171-12 (MARYMOOR PARK)
WEST LAKE SAMMAMISH PARKWAY



SECTION 14
SECTION 11
MARYMOOR PARK
98-C171-12
SE1/4 SE1/4
SECTION 11

 RIGHT-OF-WAY ACQUISITION
 (±29,487 SQUARE FEET TOTAL)
 PERMANENT EASEMENT
 (±12,819 SQUARE FEET TOTAL)



**DAVID EVANS
 AND ASSOCIATES INC.**
 415 - 118th Avenue SE
 Bellevue Washington 98005-3518
 Phone: 425.519.6500

1001 DHP
360-705-1322
15395
New law
and the
del. dea.
Cherry Hill

Please Return To:
City of Redmond – CHPWE
Public Works Department
Attn: D. Wilson
P.O. Box 97010
Redmond, WA 98073-9710

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM

Document Title(s) (or transactions contained therein):

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Reference Number(s) of Documents assigned or released:
Additional reference numbers on page ___ of document

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1. **King County, State of Washington**
2.
 Additional names on page __ of document

Grantee(s): (Last name first, then first name and initials)
1. **Redmond, City of**
2.
 Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

Portion of NW ¼ of Sec. 13, T25N, R5E, W.M. King County, Washington

 Additional legal is on Exhibit "A" of document

Assessor's Property Tax Parcel Account Number(s):

132505 9001

City of Redmond Reference: West Lake Sammamish Parkway NE 51st to Marymoor Way (Parcel 10)

Project Number: **98-CI-71** Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

STATUTORY WARRANTY DEED

THE GRANTOR, KING COUNTY, State of Washington, in and for consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, conveys and warrants to CITY OF REDMOND, a municipal corporation of the State of Washington (hereinafter called "Grantee"), all that certain real property situated in the County of King, State of Washington, and legally described as follows, and as graphically depicted on Exhibit "B":

See Exhibit "A"

Dated this _____ day of _____, 2003.

GRANTOR:

KING COUNTY, State of Washington

By: _____

Title _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

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

Dated _____

Name: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing at _____

My Commission Expires: _____

15395

EXHIBIT "A"

CITY OF REDMOND PROJECT / PARCEL # 98-CI71-10 (MARYMOOR PARK)

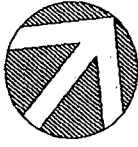
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13;
THENCE SOUTH 01°13'28" WEST ALONG THE WEST LINE OF SECTION 13 A DISTANCE OF 863.84 FEET TO THE CENTERLINE OF WEST LAKE SAMMAMISH PARKWAY;
THENCE NORTH 01°13'28" EAST ALONG SAID WEST LINE A DISTANCE OF 45.76 FEET TO A POINT ON THE ARC OF A 5763.24 FOOT RADIUS CURVE WHICH CENTER BEARS SOUTH 50°05'03" WEST, SAID POINT BEING THE **POINT OF BEGINNING**;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°05'14" A DISTANCE OF 109.35 FEET;
THENCE NORTH 51°10'17" EAST A DISTANCE OF 5.59 FEET;
THENCE NORTH 38°54'25" WEST A DISTANCE OF 117.03 TO SAID WEST LINE;
THENCE SOUTH 01°13'28" WEST ALONG SAID WEST LINE A DISTANCE OF 10.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 665 SQUARE FEET OR 0.12 ACRES MORE OR LESS.

0.0153 ACRES

KING COUNTY TAX ID # 98-C171-10 (KING CO. D.N.R.)
WEST LAKE SAMMAMISH PARKWAY



SECTION 14
SECTION 13



CENTERLINE

WEST LAKE SAMMAMISH PARKWAY

MARYMOOR PARK

(98-C171-10)

NW1/4 NW1/4



RIGHT-OF-WAY ACQUISITION
(±665 SQUARE FEET)



PERMANENT EASEMENT
(±1,721 SQUARE FEET)

POINT OF BEGINNING
RIGHT-OF-WAY ACQUISITION
POINT OF BEGINNING
PERMANENT EASEMENT



DAVID EVANS
AND ASSOCIATES, INC.
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500

15395

Please Return To:
City of Redmond – CHPWE
Public Works Department
Attn: D. Wilson
P.O. Box 97010
Redmond, WA 98073-9710

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM

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1. King County, State of Washington

2.

Additional names on page __ of document

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1. Redmond, City of

2.

Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

Portion of NE ¼ of NE ¼ of Sec. 14, T25N, R5E W.M., King County, Washington

Additional legal is on Exhibit "A" of document

Assessor's Property Tax Parcel Account Number(s):

142505 9023

City of Redmond Reference: West Lake Sammamish Parkway NE 51" to Marymoor Way (Parcel 11)

Project Number: 98-CI-71

Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

STATUTORY WARRANTY DEED

THE GRANTOR, KING COUNTY, State of Washington, in and for consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, conveys and warrants to CITY OF REDMOND, a municipal corporation of the State of Washington (hereinafter called "Grantee"), all that certain real property situated in the County of King, State of Washington, and legally described as follows, and as graphically depicted on Exhibit "B":

See Exhibit "A"

Dated this _____ day of _____, 2003.

GRANTOR:
KING COUNTY, State of Washington

By: _____

Title _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

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

Dated _____

Name: _____

Print Name: _____
Notary Public in and for the State of Washington

Residing at _____

My Commission Expires: _____

15395

EXHIBIT "A"

CITY OF REDMOND PROJECT / PARCEL # 98-CI71-11 (MARYMOOR PARK)

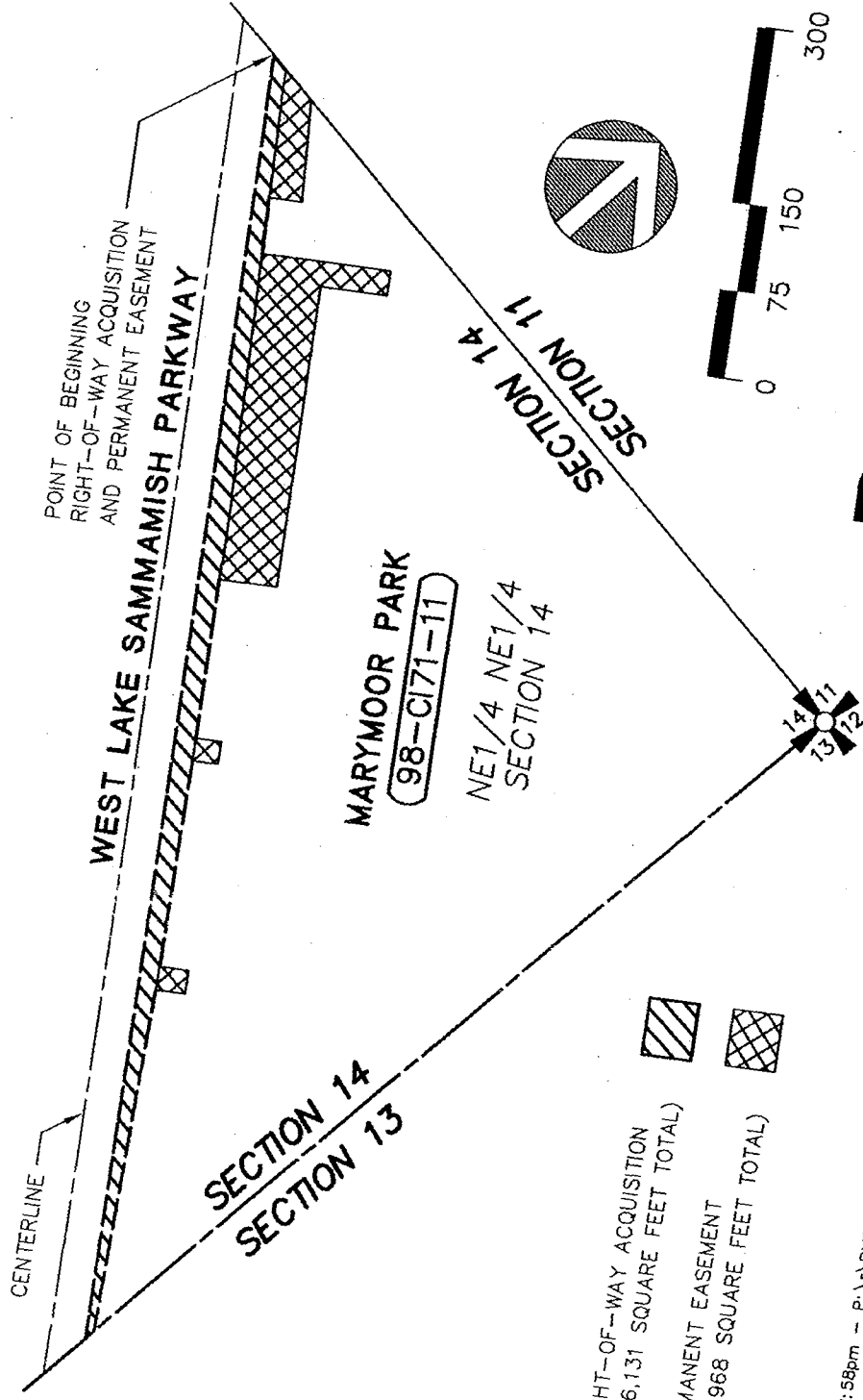
THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14;
THENCE NORTH 87°57'27" WEST ALONG THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 783.49 FEET TO THE CENTERLINE OF WEST LAKE SAMMAMISH PARKWAY;
THENCE SOUTH 87°57'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 56.41 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 41°41'24" EAST A DISTANCE OF 90.64 FEET;
THENCE SOUTH 41°14'04" EAST A DISTANCE OF 19.58 FEET;
THENCE SOUTH 41°44'09" EAST A DISTANCE OF 269.84 FEET;
THENCE SOUTH 40°26'02" EAST A DISTANCE OF 200.32 FEET;
THENCE SOUTH 40°39'51" EAST A DISTANCE OF 20.00 FEET;
THENCE SOUTH 40°08'33" EAST A DISTANCE OF 180.02 FEET;
THENCE SOUTH 38°54'26" EAST A DISTANCE OF 20.01 FEET;
THENCE SOUTH 38°54'25" EAST A DISTANCE OF 294.50 FEET TO THE EAST LINE OF SAID SECTION 14;
THENCE SOUTH 01°13'28" WEST ALONG SAID EAST LINE A DISTANCE OF 10.04 FEET TO A POINT ON THE ARC OF A 5763.24 FOOT RADIUS CURVE WHICH CENTER BEARS SOUTH 50°05'03' WEST;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°44'56" A DISTANCE OF 75.33 FEET;
THENCE NORTH 40°39'53" WEST A DISTANCE OF 1037.39 FEET TO SAID NORTH LINE;
THENCE SOUTH 87°57'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 15.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,131 SQUARE FEET OR 0.37 ACRES, MORE OR LESS.

15395

CITY OF REDMOND PROJECT/PARCEL # 98-C171-11 (MARYMOOR PARK)
WEST LAKE SAMMAMISH PARKWAY



RIGHT-OF-WAY ACQUISITION
(±16,131 SQUARE FEET TOTAL)

PERMANENT EASEMENT
(±18,968 SQUARE FEET TOTAL)

DE
DAVID EVANS AND ASSOCIATES INC.
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500

dev 02/26/03 12:58pm - P:\RMDX0000-0027\0300Cadd\330svdwg\Legals\Marym11.dwg

SIDEWALK AND UTILITIES EASEMENT

THE GRANTOR, KING COUNTY, State of Washington, for and inconsideration of a sum paid or other valuable consideration by **CITY OF REDMOND**, a municipal corporation of the State of Washington (hereinafter called "Grantee"), does by these presents, grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, an easement, together with the right to keep said easement free of obstructions, for public sidewalk and public and private utilities (including, but not limited to, electric, water, sewer, storm, gas, telephone, cable television and other telecommunications), with ordinary and necessary appurtenances under, over, through, across and upon the following described "Property" in King County, Washington:

SEE EXHIBIT "A"

The Grantee, its successors and assigns, shall have the right without prior notice or proceeding at law, at such times as may be necessary to enter upon said above described property as graphically depicted on Exhibit "B" for the purpose of constructing, reconstructing, installing, repairing, maintaining, using or altering said sidewalk and utilities which shall be accomplished in such a manner that any private improvements existing in this easement as of the date of this instrument will not be unreasonably disturbed, damaged or destroyed, however in the event they are disturbed, damaged or destroyed such improvements will be restored or replaced as nearly as practical to the condition as existed immediately before the property was entered upon by Grantee, excluding the initial construction of a sidewalk.

Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any buildings or structures within the easement; or
- (b) Plant trees, shrubs or vegetation having deep root patterns which may cause damage to or interfere with the sidewalk and/or utilities placed within the easement by the Grantee.

This easement and covenants herein shall be recorded with the King County Recorder and shall be binding on the Grantor, its successors, heirs and assigns.

Grantor covenants that it is the lawful owner of the above-described property and has authority to convey such easement.

Dated this _____ day of _____, 2003.

GRANTOR:
King County, State of Washington

By: _____

Title: _____

15395

STATE OF WASHINGTON)
) §
COUNTY OF KING)

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

Dated: _____

Name: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires _____

15395

EXHIBIT "A"
SIDEWALK AND UTILITIES EASEMENT
LEGAL DESCRIPTION
(PORTION OF 112505 9016)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11;
THENCE NORTH 87°57'27" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 A DISTANCE OF 783.49 FEET TO THE CENTERLINE OF WEST LAKE SAMMAMISH PARKWAY; THENCE SOUTH 87°57'27" EAST ALONG SAID SOUTH LINE A DISTANCE OF 90.82 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 43°38'43" WEST A DISTANCE OF 141.89 FEET;
THENCE NORTH 35°28'06" WEST A DISTANCE OF 190.57 FEET;
THENCE SOUTH 49°31'07" WEST A DISTANCE OF 16.54 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE SOUTH 29°05'26" EAST A DISTANCE OF 1.55 FEET;
THENCE SOUTH 32°19'50" EAST A DISTANCE OF 76.86 FEET;
THENCE SOUTH 36°23'05" EAST A DISTANCE OF 122.29 FEET;
THENCE SOUTH 41°41'24" EAST A DISTANCE OF 108.70 FEET TO SAID SOUTH LINE;
THENCE SOUTH 87°57'27" EAST ALONG SAID SOUTH LINE A DISTANCE OF 34.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

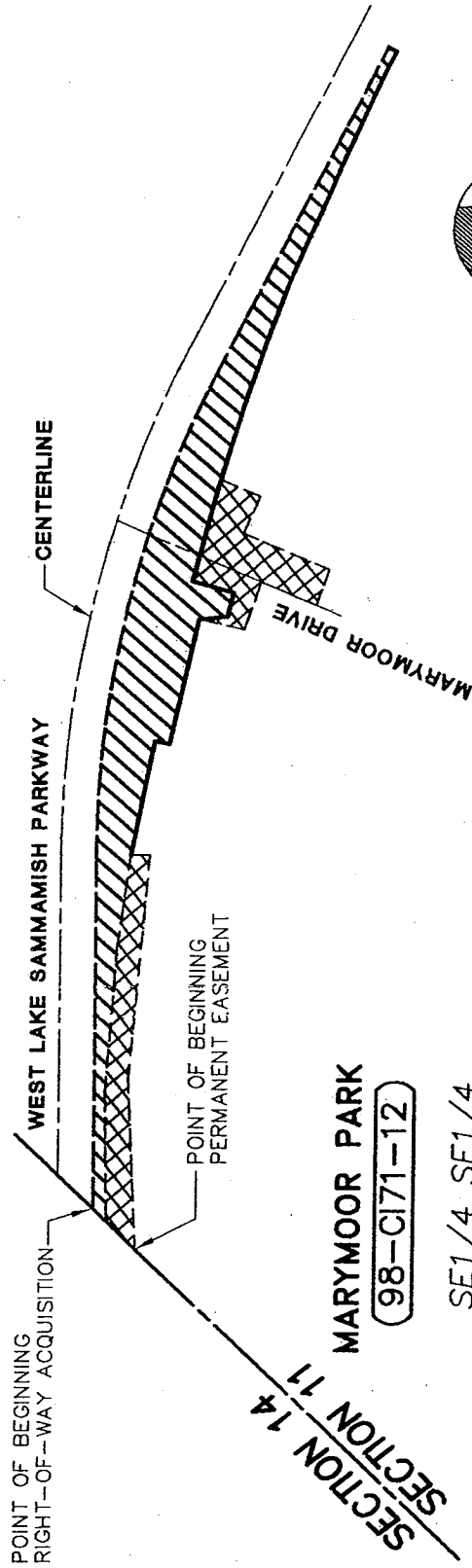
COMMENCING AT AFOREMENTIONED POINT "A";
THENCE NORTH 29°05'26" WEST A DISTANCE OF 98.77 FEET;
THENCE NORTH 60°55'38" EAST A DISTANCE OF 12.38 FEET;
THENCE NORTH 27°52'41" WEST A DISTANCE OF 108.58 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 62°07'19" EAST A DISTANCE OF 39.13 FEET;
THENCE NORTH 21°58'26" WEST A DISTANCE OF 42.51 FEET;
THENCE NORTH 72°24'15" EAST A DISTANCE OF 50.34 FEET;
THENCE NORTH 21°58'26" WEST A DISTANCE OF 32.10 FEET;
THENCE SOUTH 72°24'15" WEST A DISTANCE OF 77.63 FEET;
THENCE NORTH 17°35'45" WEST A DISTANCE OF 34.06 FEET;
THENCE SOUTH 72°15'43" WEST A DISTANCE OF 35.97 FEET; TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHEAST FROM WHICH ITS CENTER BEARS NORTH 65°57'29" EAST 2165.47 DISTANT;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°28'27" A DISTANCE OF 17.92 FEET;
THENCE SOUTH 25°57'31" EAST A DISTANCE OF 70.87 FEET;
THENCE NORTH 65°23'13" EAST A DISTANCE OF 35.71 FEET
THENCE SOUTH 27°13'23" EAST A DISTANCE OF 20.87 FEET;
THENCE SOUTH 44°08'20" WEST A DISTANCE OF 23.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,819 SQUARE FEET OR 0.29 ACRES MORE OR LESS.

EXHIBIT "B"

15395

CITY OF REDMOND PROJECT/PARCEL # 98-C171-12 (MARYMOOR PARK)
WEST LAKE SAMMAMISH PARKWAY





SECTION 14
SECTION 11

MARYMOOR PARK
98-C171-12

SE1/4 SE1/4
SECTION 11



-  RIGHT-OF-WAY ACQUISITION
(±29,487 SQUARE FEET TOTAL)
-  PERMANENT EASEMENT
(±12,819 SQUARE FEET TOTAL)



**DAVID EVANS
AND ASSOCIATES INC.**
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500

Please Return To:
City of Redmond - CHPWE
Public Works Department
P.O. Box 97010
Redmond, WA 98073-9710

WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM

Document Title(s) (or transactions contained therein):

SIDEWALK AND UTILITIES EASEMENT

Reference Number(s) of Documents assigned or released:

Additional reference numbers on page ___ of document

Grantor(s): (Last name first, then first name and initials)

1. **KING COUNTY, State of Washington**

2.

Additional names on page __ of document

Grantee(s): (Last name first, then first name and initials)

1. **REDMOND, CITY OF**

2.

Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

Portion of NW ¼ of Sec. 13, T25N, R5E, W.M., King County, Washington

Additional legal is on page ___ of document

Assessor's Property Tax Parcel Account Number(s):

132505-9001

City of Redmond Reference: *West Lake Sammamish Parkway NE 51st to Marymoor Way (Parcel 10)*

Project Number: **98-CI-71**

Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SIDEWALK AND UTILITIES EASEMENT

THE GRANTOR, KING COUNTY, State of Washington, for and inconsideration of a sum paid or other valuable consideration by **CITY OF REDMOND**, a municipal corporation of the State of Washington (hereinafter called "Grantee"), does by these presents, grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, an easement, together with the right to keep said easement free of obstructions, for public sidewalk and public and private utilities (including, but not limited to, electric, water, sewer, storm, gas, telephone, cable television and other telecommunications), with ordinary and necessary appurtenances under, over, through, across and upon the following described "Property" in King County, Washington:

SEE EXHIBIT "A"

The Grantee, its successors and assigns, shall have the right without prior notice or proceeding at law, at such times as may be necessary to enter upon said above described property as graphically depicted on Exhibit "B" for the purpose of constructing, reconstructing, installing, repairing, maintaining, using or altering said sidewalk and utilities which shall be accomplished in such a manner that any private improvements existing in this easement as of the date of this instrument will not be unreasonably disturbed, damaged or destroyed, however in the event they are disturbed, damaged or destroyed such improvements will be restored or replaced as nearly as practical to the condition as existed immediately before the property was entered upon by Grantee, excluding the initial construction of a sidewalk.

Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any buildings or structures within the easement; or
- (b) Plant trees, shrubs or vegetation having deep root patterns which may cause damage to or interfere with the sidewalk and/or utilities placed within the easement by the Grantee.

This easement and covenants herein shall be recorded with the King County Recorder and shall be binding on the Grantor, its successors, heirs and assigns.

Grantor covenants that it is the lawful owner of the above-described property and has authority to convey such easement.

Dated this _____ day of _____, 2003.

GRANTOR:
King County, State of Washington

By: _____

Title: _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

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

Dated: _____

Name: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires _____

EXHIBIT "A"
SIDEWALK AND UTILITIES EASEMENT
LEGAL DESCRIPTION
(PORTION OF 132505 9001)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13;
THENCE SOUTH 01°13'28" WEST ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 863.84 FEET TO THE CENTERLINE OF WEST LAKE SAMMAMISH PARKWAY; THENCE NORTH 01°13'28" EAST ALONG SAID WEST LINE A DISTANCE OF 45.76 FEET TO THE EAST RIGHT OF WAY MARGIN OF WEST LAKE SAMMAMISH PARKWAY AND A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST FROM WHICH ITS CENTER BEARS SOUTH 50°05'03" WEST 5763.24 FEET DISTANT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST MARGIN, THROUGH A CENTRAL ANGLE OF 01°05'14" A DISTANCE OF 109.36 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST MARGIN, THROUGH A CENTRAL ANGLE OF 02°31'38" A DISTANCE OF 254.21 FEET; THENCE NORTH 53°41'55" EAST A DISTANCE OF 5.00 FEET TO A RADIAL INTERSECTION WITH ARC OF A CURVE HAVING A RADIUS OF 5768.24 FEET, SAID POINT LYING 5.00 FEET EAST AND PERPENDICULAR TO SAID EAST MARGIN; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCENTRIC WITH SAID EAST MARGIN, THROUGH A CENTRAL ANGLE OF 02°13'45" A DISTANCE OF 224.42 FEET; THENCE NORTH 51°05'11" EAST A DISTANCE OF 15.00 FEET; THENCE NORTH 38°40'48" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 51°10'17" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,721 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

15395

EXHIBIT "B"

SIDEWALK AND UTILITIES EASEMENT

THE GRANTOR, KING COUNTY, State of Washington, for and inconsideration of a sum paid or other valuable consideration by **CITY OF REDMOND**, a municipal corporation of the State of Washington (hereinafter called "Grantee"), does by these presents, grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, an easement, together with the right to keep said easement free of obstructions, for public sidewalk and public and private utilities (including, but not limited to, electric, water, sewer, storm, gas, telephone, cable television and other telecommunications), with ordinary and necessary appurtenances under, over, through, across and upon the following described "Property" in King County, Washington:

SEE EXHIBIT "A"

The Grantee, its successors and assigns, shall have the right without prior notice or proceeding at law, at such times as may be necessary to enter upon said above described property as graphically depicted on Exhibit "B" for the purpose of constructing, reconstructing, installing, repairing, maintaining, using or altering said sidewalk and utilities which shall be accomplished in such a manner that any private improvements existing in this easement as of the date of this instrument will not be unreasonably disturbed, damaged or destroyed, however in the event they are disturbed, damaged or destroyed such improvements will be restored or replaced as nearly as practical to the condition as existed immediately before the property was entered upon by Grantee, excluding the initial construction of a sidewalk.

Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any buildings or structures within the easement; or
- (b) Plant trees, shrubs or vegetation having deep root patterns which may cause damage to or interfere with the sidewalk and/or utilities placed within the easement by the Grantee.

This easement and covenants herein shall be recorded with the King County Recorder and shall be binding on the Grantor, its successors, heirs and assigns.

Grantor covenants that it is the lawful owner of the above-described property and has authority to convey such easement.

Dated this _____ day of _____, 2003.

GRANTOR:
King County, State of Washington

By: _____

Title: _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

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

Dated: _____

Name: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires _____

EXHIBIT "A"
SIDEWALK AND UTILITIES EASEMENT
LEGAL DESCRIPTION
(PORTION OF 142505 9023)

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14;
 THENCE NORTH 87°57'27" WEST ALONG THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 783.49 FEET TO THE CENTERLINE OF WEST LAKE SAMMAMISH PARK WAY; THENCE SOUTH 87°57'27" EAST A DISTANCE OF 56.41 FEET TO THE POINT OF BEGINNING;
 THENCE SOUTH 41°41'24" EAST A DISTANCE OF 90.63 FEET;
 THENCE SOUTH 41°14'04" EAST A DISTANCE OF 19.58 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE NORTH 49°20'09" EAST A DISTANCE OF 28.00 FEET;
 THENCE NORTH 43°38'43" WEST A DISTANCE OF 86.97 FEET TO SAID NORTH LINE;
 THENCE NORTH 87°57'27" WEST ALONG SAID NORTH LINE A DISTANCE OF 34.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT AFORESAID POINT "A";
 THENCE SOUTH 41°44'09" EAST A DISTANCE OF 48.01 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 49°20'09" EAST A DISTANCE OF 110.33 FEET;
 THENCE SOUTH 40°39'51" EAST A DISTANCE OF 21.30 FEET;
 THENCE SOUTH 49°20'09" WEST A DISTANCE OF 57.49 FEET;
 THENCE SOUTH 40°39'51" EAST A DISTANCE OF 261.30 FEET;
 THENCE SOUTH 49°20'09" WEST A DISTANCE OF 48.93 FEET TO A POINT HEREINAFTER KNOWN AS POINT "B";
 THENCE NORTH 40°26'02" WEST A DISTANCE OF 60.80 FEET;
 THENCE NORTH 41°44'09" WEST A DISTANCE OF 221.83 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "B";
 THENCE SOUTH 40°26'02" EAST A DISTANCE OF 139.52 FEET TO THE POINT OF BEGINNING;
 THENCE SOUTH 40°39'51" EAST A DISTANCE OF 20.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT "C";
 THENCE NORTH 49°20'09" EAST A DISTANCE OF 21.96 FEET;
 THENCE NORTH 40°57'56" WEST A DISTANCE OF 20.00 FEET;
 THENCE SOUTH 49°20'09" WEST A DISTANCE OF 21.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT AFORESAID POINT "C";
 THENCE SOUTH 40°08'33" EAST A DISTANCE OF 180.02 TO THE POINT OF BEGINNING;
 THENCE SOUTH 38°54'26" EAST A DISTANCE OF 20.00 FEET;
 THENCE NORTH 49°20'09" EAST A DISTANCE OF 25.27 FEET;
 THENCE NORTH 40°57'56" WEST A DISTANCE OF 20.00 FEET;
 THENCE SOUTH 49°20'09" WEST A DISTANCE OF 24.55 FEET TO THE POINT OF BEGINNING.

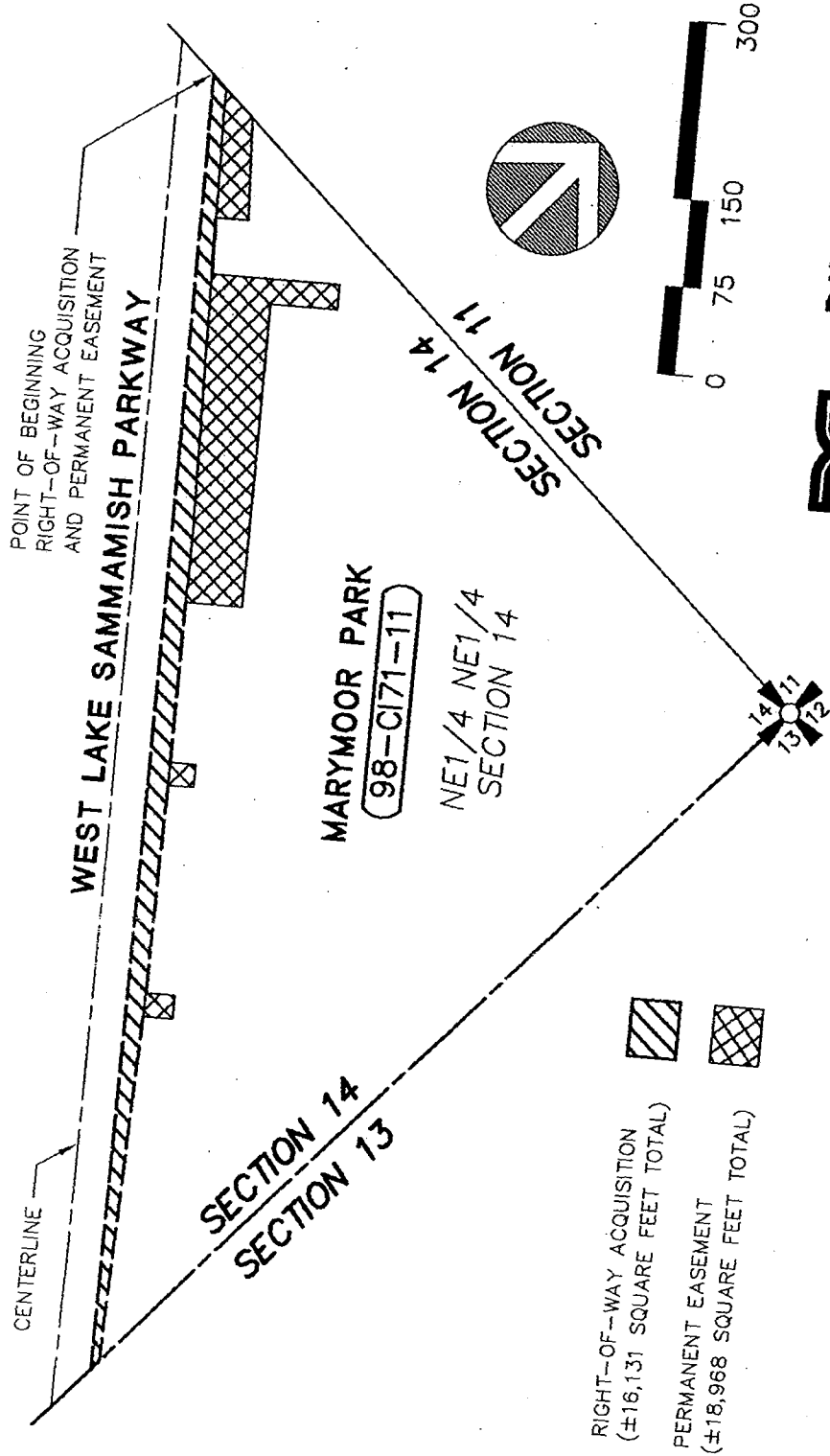
CONTAINING 18,968 SQUARE FEET OR 0.44 ACRES MORE OR LESS.

EXHIBIT "B"

13395

15395

CITY OF REDMOND PROJECT/PARCEL # 98-C171-11 (MARYMOOR PARK)
WEST LAKE SAMMAMISH PARKWAY



RIGHT-OF-WAY ACQUISITION
(±16,131 SQUARE FEET TOTAL)

PERMANENT EASEMENT
(±18,968 SQUARE FEET TOTAL)

**DAVID EVANS
AND ASSOCIATES INC.**
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500

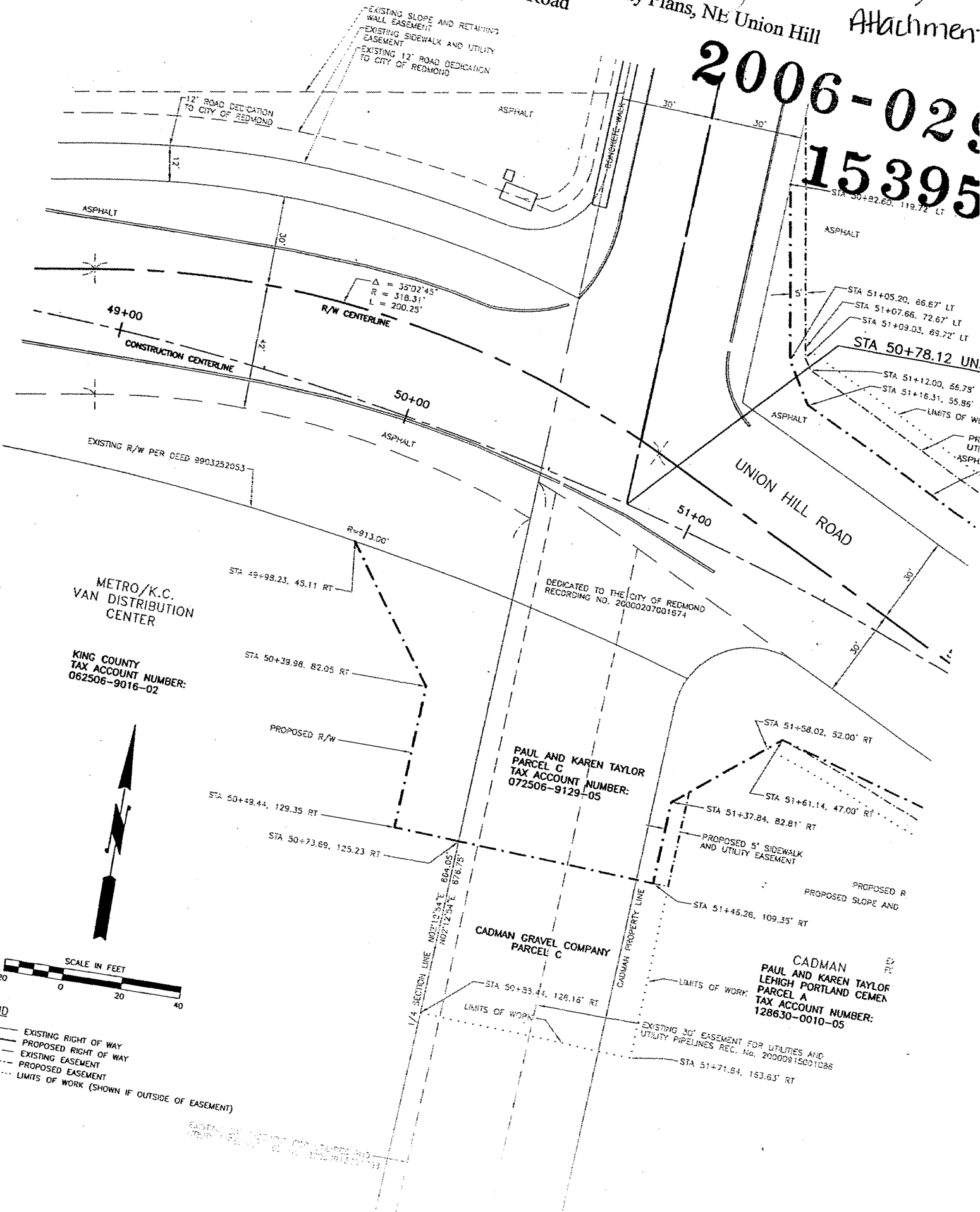
dev 02/26/03 12:58pm - P: V:\RMDX0000-0027\0300Cadd\330av.dwg \Legals\Marym11.dwg

BENTALL U.S. L.L.C.
TAX ACCOUNT NUMBER:
553040-0040-02

Right-of-Way Plans, NE Union Hill Road

Attachment

2006-02 15395



METRO/K.C.
VAN DISTRIBUTION
CENTER

KING COUNTY
TAX ACCOUNT NUMBER:
062506-9016-02

PAUL AND KAREN TAYLOR
PARCEL C
TAX ACCOUNT NUMBER:
072506-9129-05

CADMAN GRAVEL COMPANY
PARCEL C

CADMAN
PAUL AND KAREN TAYLOR
LEHIGH PORTLAND CEMENT
PARCEL A
TAX ACCOUNT NUMBER:
128630-0010-05

- LEGEND**
- EXISTING RIGHT OF WAY
 - - - PROPOSED RIGHT OF WAY
 - - - EXISTING EASEMENT
 - - - PROPOSED EASEMENT
 - LIMITS OF WORK (SHOWN IF OUTSIDE OF EASEMENT)

DATE: 02/15/06
DRAWN BY: [illegible]
CHECKED BY: [illegible]

Attachment E
2006-029

15395

Please Return To:
City of Redmond – CHPWE
Public Works Department
Attn: D. Wilson
P.O. Box 97010
Redmond, WA 98073-9710

Warranty Deed, NE Union Hill
Road

WASHINGTON STATE COUNTY AUDITOR/RECORDER/S INDEXING FORM

Document Title(s) (or transactions contained therein):

STATUTORY WARRANTY DEED

Reference Number(s) of Documents assigned or released:

Additional reference numbers on page ___ of document

Grantor(s): (Last name first, then first name and initials)

1. King County, a political subdivision

2.

Additional names on page __ of document

Grantee(s): (Last name first, then first name and initials)

1. Redmond, City of

2.

Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

A portion of Lot 1, Short Plat #SS-82-17, SE SW 6-25-6

Additional legal is on page ___ of document

Assessor's Property Tax Parcel Account Number(s):

062506-9016

City of Redmond Reference: *Union Hill Road Improvements*

Project Number: 00-CI-57

Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

STATUTORY WARRANTY DEED

THE GRANTOR, KING COUNTY, a political subdivision of the State of Washington, in and for consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, conveys and warrants to **CITY OF REDMOND**, a municipal corporation of the State of Washington (hereinafter called "Grantee"), all that certain real property situated in the County of King, State of Washington, and legally described as follows:

A PORTION OF LOT 1 REDMOND SHORT PLAT NUMBER SS-82-17 RECORDED UNDER AUDITORS FILE NUMBER 8208240404 BEING IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., KING COUNTY, WASHINGTON

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH 02°12'54" EAST, ALONG THE CENTER OF SECTION LINE, A DISTANCE OF 553.91 FEET TO THE PROPOSED SOUTHERLY MARGIN OF UNION HILL ROAD AND THE POINT OF BEGINNING; THENCE NORTH 87°47'06" WEST A DISTANCE OF 21.41 FEET; THENCE NORTH 02°12'54" EAST A DISTANCE OF 48.04 FEET; THENCE NORTH 35°46'18" WEST A DISTANCE OF 53.70 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF UNION HILL ROAD AND THE BEGINNING OF A 913.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 08°53'14" WEST 913.00 FEET DISTANT; THENCE EASTERLY ALONG SAID SOUTHERLY MARGIN AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°27'19", AN ARC DISTANCE OF 55.06 FEET TO SAID CENTER OF SECTION LINE; THENCE SOUTH 02°12'54" WEST ALONG SAID CENTER OF SECTION LINE, A DISTANCE OF 82.32 FEET TO THE POINT OF BEGINNING.

SAID PORTION CONTAINING 2,431 SQUARE FEET, MORE OR LESS.

Dated this _____ day of _____, 2003.

GRANTOR:
KING COUNTY, a political subdivision

By: _____

Title _____

15395

STATE OF WASHINGTON)
) §
COUNTY OF KING)

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

Dated _____

Name: _____

Print Name: _____
Notary Public in and for the State of Washington

Residing at _____

My Commission Expires: _____

Attachment F

2006-029
15395**INTERLOCAL AGREEMENT**

**BETWEEN KING COUNTY AND CITY OF REDMOND
REGARDING THE IMPROVEMENTS TO
WEST LAKE SAMMAMISH PARKWAY NORTHEAST
FROM NORTHEAST 51ST STREET TO MARYMOOR WAY**

Contract #3825

THIS AGREEMENT is made and entered into between King County ("the County") and the City of Redmond ("the City") for the reconstruction of West Lake Sammamish Parkway Northeast from Northeast 51st Street to Marymoor Way ("the Project").

RECITALS

- A. The Project is located within the City of Redmond and in unincorporated King County.
- B. The City of Redmond has identified the need for road improvements to West Lake Sammamish Parkway Northeast from Northeast 51st Street to Marymoor Way.
- C. The parties can achieve cost savings and benefits in the public's interest by combining construction of their portions of the Project.
- D. It is in the best interest of all parties to establish a lead agency to coordinate the improvements.
- E. The City will be completing roadway design and construction of the Project. The City will use City personnel and a Consultant for the design of the project.
- F. The County and the City are authorized, pursuant to RCW Chapter 39.34, to enter into an interlocal governmental cooperative Agreement of this nature.

NOW, THEREFORE, the County and the City agree as follows:

I. SCOPE OF WORK

Widen a two-lane roadway to include additional vehicular lanes with bike lanes on both sides. Construct curb, gutter, and sidewalk on the west side and a separated pedestrian walkway on the east side. Modification of two existing signals at Northeast 51st Street and Marymoor Way, with illumination, drainage, utility reconstruction, water quality and landscaping.

II. TERMS AND CONDITIONS

- A. The City shall be the lead agency for the Project and shall be the lead with regard to design, permitting, right of way acquisition, if needed, construction and other matters pertinent to accomplishment of the Project.
- B. The City shall be responsible for the advertisement for and selection of engineering and other design consultants as necessary for the completion of the engineering design.

- C. The City shall be responsible for coordinating the public information and involvement process and shall work with the County to develop the Public Involvement Plan. The County shall be given the opportunity to attend and participate in any public meetings.
- D. The parties to this Agreement shall appoint a contact person or persons to act as a liaison for the Project. These contact persons will meet on an "as needed" basis to provide guidance for the Project and serve as a coordination body between the two agencies.
- E. The City and County shall mutually agree upon the schedule for the Project. The City will provide 90% plans and specifications to the County for review. The County will provide written comments, if any, to the City within fourteen days after the County receives the plans and specifications.
- F. The final acceptance of the Project shall be by the City after review and approval by the County for the roadway improvements within unincorporated King County.

III. CONSTRUCTION CONTRACT BIDDING

- A. The City shall prepare the contract bid documents for the Project.
- B. The City shall advertise the contract in the official legal publication for the City and, if necessary, other newspapers in the Redmond area to provide the widest possible coverage commensurate with the size of the Project.
- C. The City will provide to the County a copy of the plans and specifications advertised for bid.
- D. The City will open the bids. The City will notify the County of the time and date of the opening of the bids, which is typically three weeks after the Project is advertised. The County may, but need not, attend the opening of the bids.
- E. The City will tabulate the bids. The City shall provide a dated, verified copy of the bid tabulations to the County. The bid tabulations will identify the estimated construction, inspection and overhead cost, based upon the lowest responsible bid.
- F. The City shall award the contract to the lowest responsible bidder for the total Project, subject to applicable laws and regulations.

IV. CONTRACT ADMINISTRATION

- A. The City shall provide the necessary engineering, administrative, inspection, and clerical services necessary for the execution of the Project. In providing such services, the City Engineer may exercise all the powers and perform all the duties vested by law in him/her.
- B. The County may furnish an inspector (at County's expense) to insure proper compliance with requirements during the construction of the County's portion of the Project. The County's inspector shall advise the City of any deficiencies noted. The County's inspector shall not communicate directly with or instruct the contractor directly on any matters regarding contract performance. The County shall notify the City, in writing, of any changes it wishes to make in the plans and specifications which affect the County's portion, which changes shall be made, if feasible. The County will

be financially responsible for those requested construction changes if it significantly changes the scope of work.

- C. The City will at all times keep the County advised as to the progress of said Project, and shall not order or approve any changes in the approved project design that substantially change the nature of said Project without first consulting the County.
- D. The County hereby grants right of entry into the unincorporated limits of the County for the purpose of performing any and all tasks necessary to complete the Project.
- E. Prior to Project completion, both parties shall perform a mutual final inspection of the Project. The County may provide a written deficiency list for the roadway improvements within unincorporated King County, to the City within five working days after the final inspection. The contractor will complete only construction deficiencies that comply with the contract specifications. The County shall provide the final written acceptance of the Project to the City within 10 days of Project completion.

V. PAYMENT

- A. With King County appropriation approval of this Project for calendar year 2001:
 - 1. The County shall reimburse the City \$125,000 after the construction contract is executed with the apparent low bidder, for construction, administrative and inspection services for the Project.
 - 2. Such reimbursement shall satisfy the County's total obligation for the costs of the Project.
 - 3. Costs in excess of the \$125,000 shall require a written approved amendment to this Agreement.
- B. In the event a lawsuit is instituted to enforce the payment obligations of the County, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

VI. TITLE VI, NON - DISCRIMINATION

During the performance of this AGREEMENT, the City, for itself, its assignees and successors in interest, hereinafter referred to as the City, agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The City shall comply with the Regulations relative to non-discrimination in Federal-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations (CFR) Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT. The City shall comply with the American Disabilities Act of 1992, as amended.
- B. **NONDISCRIMINATION:** The City, with regard to the work performed by it during this AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap in the selection and retention of contractors, including procurements of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5

of the Regulations, including employment practices when the contract covers a program set forth in Appendix A -II of the Regulations.

- C. SOLICITATIONS FOR CONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding or negotiation, made by the City for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or supplier shall be notified by the City of the City's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. INFORMATION AND REPORTS:** The City shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the County, or the United States Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. SANCTIONS FOR NONCOMPLIANCE:** In the event of the City's noncompliance with the nondiscrimination provisions of this AGREEMENT, the County shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the City under this AGREEMENT until the City complies, and/or
 2. Cancellation, termination or suspension of this AGREEMENT, in whole or in part.
- F. The City, or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The City shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted AGREEMENTS. Failure by the City to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.**
- G. INCORPORATION OF PROVISIONS:** The City shall include the provisions of paragraphs (A) through (H) in every contract and/or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The City shall take such action, with respect to any contractor, or procurement as the County or the Federal Highway Administration may direct, as a means of enforcing such provisions including sanctions for noncompliance provided, however, that, in the event a City becomes involved in, or is threatened with litigation with a contractor, or supplier as a result of such direction, the City may request the County to enter into such litigation to protect the interests of the County, and in addition, the City may request the United States to enter into such litigation to protect the interests of the United States.
- H. UNFAIR EMPLOYMENT PRACTICES:** The City shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington, which prohibits unfair employment practices.

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VII. COMPLIANCE WITH LOCAL REGULATIONS

In addition to the foregoing, the City, Contractor or any party subcontracting under the authority of this Agreement shall comply with the following local regulations. In the event of an apparent difference between the following local regulations and language contained elsewhere in this AGREEMENT, all parties shall comply with the language that provides the greater protection against discrimination.

A. KCC Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and all parties agree to abide by all the conditions of said Chapters. Failure by all parties to comply with any requirements of these Chapters shall be a material breach of this AGREEMENT.

1. During the performance of this AGREEMENT, all parties subcontracting under the authority of this AGREEMENT shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of services or any other benefits under this AGREEMENT.

All parties shall comply fully with all applicable Federal, State and Local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.

2. During the performance of this AGREEMENT, all parties under the authority of this AGREEMENT shall not engage in unfair employment practices. It is an unfair employment practice for any:
 - a. a employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - b. employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - c. employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - d. employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - e. employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter

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12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;

- f. publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Section 12.18.030 C, or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
- g. employer to prohibit any person from speaking in a language other than English in the workplace unless:
 1. the employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 2. the employer informs employees of the requirement and the consequences of violating the rule.

3. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES.

During the term of this Agreement, the City or Contractor shall not create barriers to open and fair opportunities to participate in City or County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the City or Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

If any party engages in unfair employment practices, as defined above, remedies as set forth in KCC 12.18 shall be applied.

Assistance with the requirements of this Section and copies of Chapter 12.16 and 12.18 are available from King County Business Development & Contract Compliance Division, phone (206) 205-6249.

VIII. DURATION/TERMINATION

- A. This Agreement shall remain in effect until final acceptance of the Project and payment by the County of all monies due from the County to the City, subject to the early termination provisions in Section VII B and C.
- B. If expected or actual funding is withdrawn, reduced or limited in any way prior to the completion of the Project, either party may, with thirty (30) days written notice to the other party, terminate this Agreement.
- C. In the event of termination prior to completion of the Project:

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1. The party requesting termination shall pay all direct and indirect phasing-out costs.
2. Termination costs payable shall not exceed the actual costs incurred as a result of termination of the Project.
3. The other party shall be released from any obligation to provide further services pursuant to the Agreement.

IX. INDEMNIFICATION AND HOLD HARMLESS

- A. Each party hereto agrees to indemnify and hold harmless the other party, and its officials, agents and employees, for all claims (including demands, suits, penalties, losses, damages, attorney's fees, expenses or costs of any kind whatsoever) to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officials, agents or employees in performance of this Agreement. Provided, however, that the County specifically agrees to indemnify and hold the City harmless from and against any and all claims caused by the negligence of the County, for defective maintenance or repair of any improvements constructed by the City within the County following completion of construction and acceptance by the County.
- B. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under the State of Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnity's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.
- C. The provisions of this section shall survive the expiration or earlier termination of this Agreement with regard to any event that occurred prior to or on the date of such expiration or earlier termination.

X. OTHER PROVISIONS

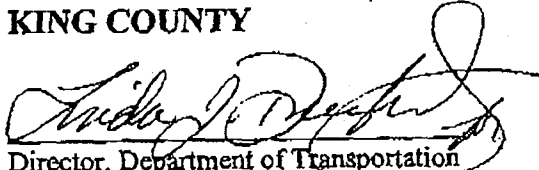
- A. The City shall be deemed an independent contractor for all purposes and the employees of the City, or any of its contractors, subcontractors and their employees shall not in any manner be deemed to be employees or agents of the County.
- B. Nothing contained herein is intended to, nor shall be construed 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.
- C. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

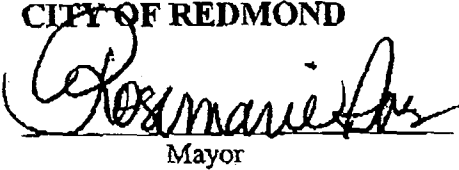
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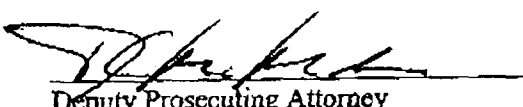
- D. Each party shall retain ownership and usual maintenance responsibility for the road, drainage system, signs, sidewalk and other property within its jurisdiction.
- E. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the parties.
- F. This Agreement contains the entire Agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- G. Only an instrument in writing, duly executed by both parties may amend this Agreement.

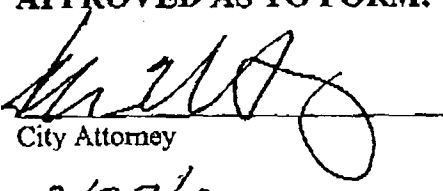
IN CONSIDERATION of the mutual benefit accruing herein, the parties hereto agree that the work as set forth herein will be performed by the City under the terms of this Agreement.

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

KING COUNTY

 Director, Department of Transportation
3/28/01
 Date

CITY OF REDMOND

 Mayor
3-1-2001
 Date

APPROVED AS TO FORM:

 Deputy Prosecuting Attorney
3/24/01
 Date

APPROVED AS TO FORM:

 City Attorney
2/27/01
 Date

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