

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

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

- A. The County owns a storm drainage facility within the City located between Southeast Issaquah Fall City Road and Southeast Black Nugget Road.
- B. The storm drainage facility is located on Parcel 222406-9150, (the "Parcel." See Exhibit 1.
- C. The storm drainage facility supports roadways within the City's jurisdiction.
- D. The County wishes to transfer the Parcel to the City so that the City can properly maintain the storm drainage facility as needed. The Parcel is legally described in Exhibit 2.
- E. The City desires to accept the Parcel.
- F. The City requests that the County transfer the Parcel to the City so that the City can continue to maintain and operate the storm drainage facility.
- G. The County is willing to comply with the City's request for the transfer of the Parcel for the purpose of maintaining and operating the storm drainage facility.
- H. RCW Chapter 39.33 RCW permits the transfer of property from the County to the City.
- I. The County and the City are authorized, pursuant to RCW Chapter 39.34, to enter into an Interlocal Cooperative agreement of this nature.

NOW THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by the County and the City as follows:

1. COUNTY RESPONSIBILITIES

- 1.1 Within thirty (30) days of the execution of this Agreement by the parties, the County shall transfer to the City, ownership of the Parcel by quit claim deed.
- 1.2 The City agrees to accept the Parcel "as is" and assumes full and complete responsibility for operation, maintenance, and repairs to the Parcel upon transfer of the Parcel to the City.

2. CITY RESPONSIBILITIES

- 2.1 The City will maintain and operate the Parcel in its existing condition.
- 2.2 The deed to the property shall contain all reservations of record known to the County, and the following specific covenant pertaining to use:

The Grantee shall maintain and operate the property in its existing condition in perpetuity.

3. DURATION

This Agreement shall be effective upon execution by both parties, and shall continue in force and in accordance with the terms of this Agreement, or until this Agreement is terminated in writing by mutual consent of both parties.

4. INDEMNIFICATION

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

5. AUDITS AND INSPECTIONS

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

6. WAIVER OR AMENDMENTS

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

7. ENTIRE AGREEMENT

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

8. INVALID PROVISION

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last signed below,

KING COUNTY

CITY OF ISSAQUAH

KING COUNTY EXECUTIVE

Aracrisinger
CITY MAYOR

DATE

9/14/10
DATE

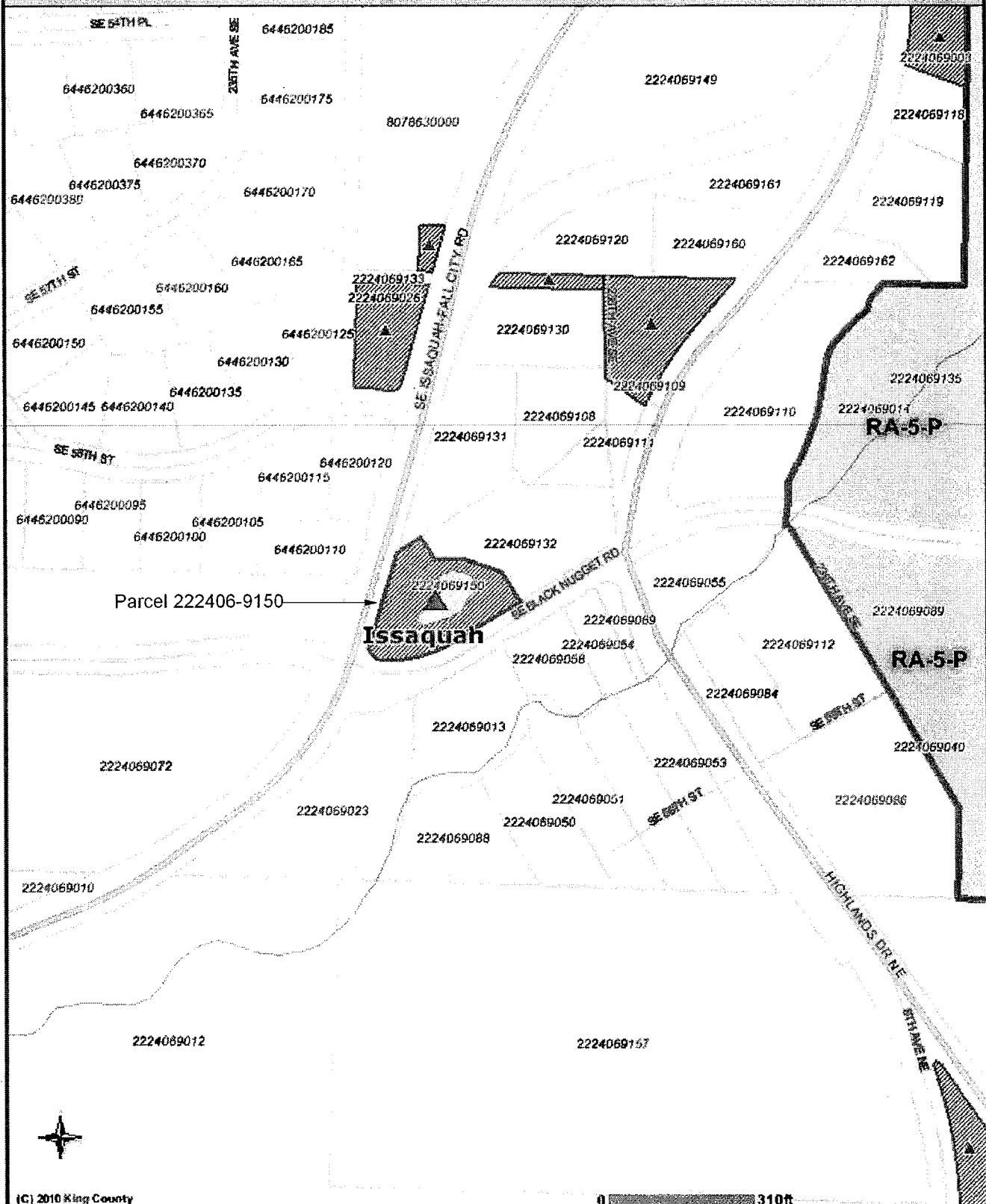
Approved as to From:

King County Deputy Prosecuting Attorney

Wayne Tanaka
City Attorney

EXHIBIT 1

Parcel 222406-9150



(C) 2010 King County

0 310ft

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Date: 6/4/2010 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/iMAP>)