



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 4, 2008**

**Ordinance 16030**

**Proposed No.** 2008-0121.2

**Sponsors** Patterson

1 AN ORDINANCE authorizing the executive to enter into  
2 an interlocal agreement with the city of Renton relating to  
3 the processing of building and land use applications in the  
4 Benson Hill Communities Potential Annexation Area; and  
5 declaring an emergency.

6

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. Findings:

9 A. Effective March 1, 2008, the city of Renton annexed the Benson Hill  
10 Communities Potential Annexation Area ("PAA").

11 B. Until March 1, 2008, the King County department of development and  
12 environmental services continued to receive permit applications relating to  
13 properties located within the Benson Hill Communities PAA.

14 C. In the absence of an interlocal agreement between King County and  
15 the city of Renton, the filed permit applications vested under county codes would  
16 be transferred to the city for further processing by the city applying county codes.

17           D. In the interest of ensuring a continuum of service to customers with  
18 permit applications vested under county codes, the city of Renton has asked that  
19 the department of development and environmental services process these permit  
20 applications to conclusion.

21           E. The metropolitan King County council finds that an emergency exists  
22 for the purpose of continuing the work of processing building permit applications  
23 in the area formerly known as the Benson Hill Potential Annexation Area.

24           SECTION 2. The county executive is hereby authorized to enter into an interlocal  
25 agreement, substantially in the form attached, with the city of Renton to process the  
26 building and land use permit applications vested under county codes affiliated with  
27 properties located within the Benson Hill Communities Potential Annexation Area.

28           SECTION 3. The council finds as a fact and declares that an emergency exists

29 and that this ordinance is necessary for the immediate preservation of public peace, health  
30 or safety or for the support of county government and its existing public institutions.

31

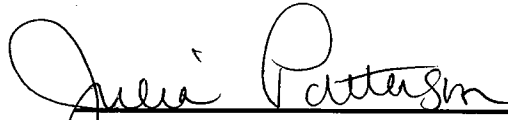
Ordinance 16030 was introduced on 3/3/2008 and passed as amended by the  
Metropolitan King County Council on 3/3/2008, by the following vote:

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

No: 0

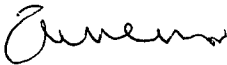
Excused: 1 - Mr. Constantine

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

**Attachments**      A. Interlocal Agreement between the City of Renton and King County, Relating to  
Development Permit Processing in the Benson Hill Communities Potential Annexation  
Area

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RENTON AND KING COUNTY, RELATING TO DEVELOPMENT PERMIT PROCESSING IN THE BENSON HILL COMMUNITIES POTENTIAL ANNEXATION AREA**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008. The parties ("Parties") to this Agreement are the City of Renton, a State of Washington municipal corporation ("City") and King County, a political subdivision of the State of Washington ("County").

WHEREAS, on November 6, 2007, the voters of the City's Potential Annexation Area generally described in **Exhibit A** hereto, generally known as the "Benson Hill Communities Potential Annexation Area" (hereinafter the "Annexation Area") approved a proposition to annex the Annexation Area to the City; and

WHEREAS, the City has approved an ordinance to accept the annexation of the Annexation Area effective March 1, 2008; and

WHEREAS, all local governmental land use authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the effective date of annexation; and

WHEREAS, the City and the County have previously approved execution of an Interlocal Agreement relating to the Annexation Area for the purpose of facilitating the orderly transition of services upon annexation and transfer of certain real property interests; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions with respect to land use and permitting from and after the date of annexation shall be made by the City; and

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

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

1. Pre-annexation Building Permit Applications Filed with King County.

1.1 Except as otherwise specified herein, the County shall continue to review on behalf of the City all vested building permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. Any decisions regarding whether or when an application vested shall be made by the City.

1.2 As defined herein, building permits include but are not limited to building permits, mechanical permits and fire systems/fire sprinkler permits.

1.3 County review of building permits pursuant to this Agreement shall include decisions to approve, condition or deny applications. For building permits that have been approved before March 1, 2008, the County shall further perform all follow-up inspections; issuance of extensions or completion of extensions; and issuance of ancillary permits, such as fire and mechanical permits that are essential for completion of each original project permit. For building permits that have not been approved before March 1, 2008, the County shall upon said approval transfer the building permit file to the City and the City shall be responsible for all follow-up inspections; issuance of extensions or completion of extensions; and issuance of ancillary permits, such as fire and mechanical permits that are essential for completion of each original project permit. Fee reimbursement and allocation as between the City and County for files so transferred shall be made in accordance with Section 8.2. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision.

1.4 Except for those projects on which the County has prior to the effective date of annexation of the Annexation Area assessed required financial performance guarantees, the City shall have sole discretion and responsibility on the assessment of financial performance guarantees required of an applicant to secure compliance with permit or development-related requirements. The City shall have sole discretion and responsibility on the release and enforcement of all required financial performance guarantees. The County will not release any construction performance guarantees until the permittee has secured the required maintenance/defect bond or equivalent for the benefit of the City. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

1.5 The County shall review and render decisions on requests for changes to approved building-related plans up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project, whichever is earlier. Following issuance of a certificate of occupancy or final construction approval, requests for changes to the approved set of plans shall be referred to the City. The City intends to process such requests as new permit applications.

## 2. Pre-annexation Land Use Permit Applications Filed with King County.

2.1 Except as otherwise specified herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Review by the County shall occur in accordance with the regulations under which the applications are vested or to which they are otherwise subject. The City shall be a party of notice for any and all rezone applications subject to this Section 2. Any decisions regarding whether or when an application is vested shall be made by the City.

2.2 As defined herein, land use permits include but are not limited to conditional use permits, site plan approvals, rezones, reasonable use permits, special use permits, variances, SEPA reviews, shoreline permits and exemptions, short subdivisions,

formal subdivisions (preliminary plats and final plats), boundary line adjustments, lot line elimination, binding site plans, plat alterations and amendments, right-of-way permits, clearing and grading permits, and other land use and engineering permits and approvals.

2.3 For those vested land use applications that do not require a public hearing prior to issuance, the County shall render a decision to approve, condition or deny applications; conduct follow-up inspections; and issue extensions or completion of extensions.

2.4 For those vested land use applications that require quasi-judicial or legislative approval or that involve administrative appeals, the County shall prepare a report and recommendation to the City's designated decision-maker for a final decision. Except as provided in Section 5, the City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings or appeals and making any final decision on such applications. County staff shall attend the public hearing to testify with respect to analysis set forth in the County's report and recommendation.

2.5 For those subdivisions and short subdivisions that have been granted preliminary approval prior to incorporation or annexation or under Section 2.4, the County shall continue its review through engineering plan approval, final plat or short plat approval, and construction inspection approval phases, and the City shall assume review and approval responsibility for the maintenance/ defect approval phases of such applications. For each of the post-preliminary review phases for which the County is responsible, the County shall prepare a recommendation for the City's designated decisionmaker. All final decisions on any of the post-preliminary review phases shall be rendered by the City. At the request of the City, County staff shall appear before the City Council to discuss analysis set forth in the County's final plat approval recommendation.

2.6 Except for those projects on which the County has prior to the effective date of annexation of the Annexation Area assessed required financial performance guarantees, the City shall have sole discretion and responsibility on the assessment of financial guarantees required of the applicant to secure compliance with permit or development-related requirements. The City shall have sole discretion and responsibility on the release and enforcement of financial guarantees required of the applicant to secure compliance with permit or development-related requirements. The County will not release any construction performance guarantees until the applicant has secured the required maintenance/ defect bond or equivalent for the benefit of the City. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

3. Permit Renewal or Extension. The City shall have ultimate authority to determine whether or not to renew or extend a building permit or to renew or extend a land use permit under review or issued by the County in the Annexation Area.

4. Optional Exclusion of Particular Applications. The City or County may at any time exclude from the provisions of this Agreement any particular permit(s) or application(s) upon providing to the County or City fifteen days advance written notice.

If the City provides written objection to the County's exclusion within ten days of receiving the exclusion notice from the County, the County shall continue processing of the application. Upon excluding any permit or application from review under this Agreement the County shall transmit the file to the City and the City shall assume responsibility for all further processing of such permit(s) or application(s).

5. Optional Hearing Examiner Review. Notwithstanding any other provision in this Agreement, upon written request by the City, the County may agree to have the King County Hearing Examiner conduct public hearings or appeals on behalf of the City for particular land use or building permit applications. In such cases the City shall be responsible for scheduling, providing notice, conducting any public hearings or appeals. County staff shall attend the public hearing to testify with respect to analysis set forth in the County's report and recommendation. Decisions regarding whether to utilize the County Hearing Examiner for appeal or hearing recommendations or decisions shall be made by the City and County on a case by case basis.

6. SEPA Compliance.

6.1. In order to satisfy the procedural requirements of the State Environmental Policy Act ("SEPA"), the County shall serve as lead agency for all applications processed by the County pursuant to this Agreement.

6.2 Except as provided in Section 5 hereof, appeals from SEPA threshold determinations and other SEPA matters relating to projects within the City shall be heard by the City. Upon special written request by the City, the County may agree to assist the City in determining whether SEPA threshold conditions have been met by an applicant. Such assistance from the County shall not include the initiation or undertaking of legal actions.

7. Code Enforcement.

7.1. Enforcement of Code Requirements. Within thirty days following the date the annexation becomes effective, the County shall provide the City with a list and brief explanation of all Annexation Area code enforcement cases under review by the County at the time of annexation and shall provide file documents to the City upon request.

7.2 The City shall be responsible for undertaking any code enforcement actions following the date of annexation.

8. Fees and Reimbursement.

8.1 In order to cover the costs of processing building and land use permit applications and performing SEPA review in accordance with the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances, which shall be adopted by the City and as may be modified at some future date by the County and the City.

8.2 For all applications upon which the County has initiated review and that are subsequently excluded from County processing or transferred to the City pursuant to the terms of this Agreement, the County will retain the base permit fee and a percentage of fees equivalent to the percentage of permit processing and administration performed

by the County on the application. Any remaining application fee amounts received by the County prior to exclusion or transfer shall be promptly forwarded to the City.

9. Duration. This Agreement shall take effect following the approval of the Agreement by the official action of the governing bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force for a period of five (5) years from the effective date of annexation of the Annexation Area. Either party may terminate this Agreement upon providing at least one hundred and twenty days (120) days written notice to the other party. The Agreement may be extended as provided in Section 11.

10. Termination Procedures. Upon termination of this Agreement, the County shall cease further processing, enforcement, and related review functions with respect to applications it is processing under this Agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

11. Extension. Pursuant to a mutual agreement between the parties, this Agreement may be extended for five additional years or for a lesser agreed upon period. In order to extend the otherwise applicable termination date of this Agreement, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable termination date. If the parties have not agreed to the extension in writing by the termination date, the Agreement terminates.

12. Records Transfer. The County shall work with the City to transfer to the City public records related to completed application files for permits or other land use actions within the Annexation Area. The City shall send a written request for records to the Director of the Department of Development and Environmental Services (DDES) for such records. Alternately, the City may request in writing that the Director schedule a records transfer meeting at which City representatives shall meet with County DDES representatives in order to review and identify records to be copied and/or transferred consistent with the terms of this Section. The request shall provide sufficient detail to allow the County to identify and locate the requested records. The County shall make its best effort to provide the documents within forty-five (45) days of the request and shall provide records in electronic format if reasonably practicable. The County may elect to provide original records if available and copies of records will be provided only in cases in which copies are acceptable to the City. The County shall not be required to provide records that are not reasonably available or to create records or compilations that have not already been created.

13. Indemnification.

13.1 The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any



suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal of governmental authority is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

13.2 The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental authority is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

13.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

14. Personnel. Control of personnel assigned by the County to process applications under this Agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

15. Administration. This Agreement shall be administered by the Director of the King County Development and Environmental Services or his/her designee, and the City Administrator, or his/her designee.

16. Legal Representation. The services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.

17. General Provisions.

17.1 Entire Agreement. This Agreement is in addition to that certain agreement between the Parties entitled "Interlocal Agreement Between City of Renton and King County, Relating to the Annexation of the Benson Hill Communities Potential Annexation Area" and together with such Interlocal Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

17.2 Filing. A copy of this Agreement shall be filed with the Renton City Clerk and recorded with the King County Auditor.

17.3 Records. Until December 31, 2013, any of either party's records related to any matters covered by this 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. Other provisions of this section notwithstanding, police/sheriff records shall be retained according to the state records retention schedule as provided in RCW Title 42 and related Washington Administrative Code provisions.

17.4 Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

17.5 Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

17.6 Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

17.7 Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

17.8 Remedies. In addition to any other remedies provided at law, the Parties agree that in the event of a breach of this Agreement, the aggrieved party may seek specific performance.

17.9 Dispute Resolution. The Parties should attempt if appropriate to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.

17.10 Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

17.11 No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

17.12 Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

17.13 Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.

17.14 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

<u>City:</u>	<u>County:</u>
Mayor	Director, Department of Development and
City of Renton	Environmental Services
1055 S. Grady Way.	King County
Renton, WA 98055-3232	900 Oakesdale Avenue SW
	Renton, WA 98057-5212

17.15 Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

17.16 Equal Opportunity to Draft. Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

(remainder of page left intentionally blank)

17.17 Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

17.18 Ratification of Past Acts. All prior acts taken by the Parties consistent with the terms of this agreement from and after the effective date of annexation of the Annexation Area are hereby ratified and confirmed.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF RENTON:

KING COUNTY:

\_\_\_\_\_  
Denis Law, Mayor

\_\_\_\_\_  
Ron Sims, Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Sr. Deputy Prosecuting Attorney

DATED: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON)
) SS
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, 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 \_\_\_\_\_, 2008, 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 \_\_\_\_\_

**Exhibit A**

**Description of Annexation Area**

**BENSON HILL COMMUNITIES ANNEXATION  
LEGAL DESCRIPTION**

The lands included within the subject annexation are situated in parts of, Sections 21, 27, 28, 29, 31, 32 and 33 in Township 23 North, and Sections 5 and 6 in Township 22 North, all in Range 5 East, W.M., in King County, Washington, said annexation area being more particularly described as lying within the following described boundary:

Beginning at the southeast corner of those lands annexed to the City of Renton under Ordinance No.1961 in the Southeast quarter of said Section 21 said southeast corner also being the point of intersection of the west line of the Southeast quarter of the Southeast quarter of said Section 21 and the southwesterly right of way margin of the City of Seattle Cedar River Pipe Line;

Thence southeasterly along said southwesterly margin, crossing SE 160<sup>th</sup> Street, to the south line of said Southeast quarter;

Thence westerly, along said south line to an intersection with the east line of the west half of the Northeast quarter of said Section 28;

Thence southerly along said east line, to the northerly right of way margin of SE 164<sup>th</sup> Street;

Thence easterly along said northerly margin to the point of intersection with the northerly extension of the easterly right of way margin of 128<sup>th</sup> Ave SE;

Thence southerly along said northerly extension and the easterly margin thereof to the north line of the south half of said Northeast quarter;

Thence easterly along said north line to an intersection with the east line of said Section 28;

Thence southerly along said east line, to the northwest corner of "Tract A", Fairwood Park Division 7, as recorded under Volume 116 of Plats, Pages 88 through 90, said records, in said Section 27;

Thence generally easterly, southerly, westerly and southerly along the various courses of said "Tract A", to a point on the northerly right of way margin of SE Petrovitsky Road (Petrovitsky Road Revision, Est. 5-28-62), in the Southwest quarter of the Southwest quarter of said Section 27;

Thence southeasterly perpendicular to the centerline of said SE Petrovitsky Road, a distance of 92' to the southerly margin thereof;

Thence southwesterly, westerly and northwesterly along the various courses of said southerly right of way margin, crossing 128<sup>th</sup> Avenue SE, to the northwest corner of that portion of 128<sup>th</sup> Avenue SE dedicated per deed under King County Rec. No. 20000913001594, on the westerly right of way margin of 128<sup>th</sup> Avenue SE;

Thence southeasterly and southerly along said westerly right of way margin, to an intersection with the east line of the west half of the Southeast quarter of said Section 28;

Thence southerly along said east line, to the southeast corner of said subdivision said southeast corner also being the northeast corner of the Northwest quarter of the Northeast quarter of said Section 33;

Thence southerly along the east line of said subdivision, to the southeast corner thereof, said southeast corner also being the northwest corner of the Southeast quarter of the Northeast quarter of said Section 33;

Thence easterly along the north line of said subdivision, to an intersection with the northeasterly right of way margin of a 100' wide Puget Sound Power & Light Transmission Line right of way;

Thence southeasterly along said northeasterly right of way margin, to an intersection with the northeasterly extension of the southeasterly lines of Lots 2 and 3, King County Short Plat No. 779163R, recorded under King County Rec. No. 8105060679;

Thence southwesterly along said extension and the southeasterly lines of said lots, to an intersection with the northeasterly line of Lot 1, King County Short Plat No. C1077001, recorded under King County Rec. No. 7806080590;

Thence northwesterly and southwesterly along the northeasterly and northwesterly lines of said Lot 1, to the most westerly corner thereof, said corner also being a point on the south line of Lot 2 of said short plat;

Thence westerly along said south line, to the northeast corner of Lot 4, King County Short Plat No. 775088, recorded under King County Rec. No. 7710200755;

Thence southwesterly along the east line of said Lot 4 to the southeast corner thereof, said corner also being on the northwesterly line of Boulevard Lane Division No. 2, as recorded under Volume 82 of Plats, Pages 20 and 21, said records;

Thence continuing southwesterly along said northwesterly line, and southerly along the westerly line of Boulevard Lane Division 1, as recorded under Volume 80 of Plats, Pages 89 and 90, records of King County, Washington, to the westernmost southwest corner of

said plat, said southwest corner also being on a line 1073.56 feet north of and parallel with the south line of the Southeast quarter of said Section 33;

Thence westerly along said parallel line, to a point 300.00 feet easterly of the west line of said subdivision, as measured perpendicular thereto, said point also being on the north line of Boulevard Lane Park, as deeded to King County under King County Rec. No. 19991011001557;

Thence southeasterly along the east line of said park to the point of intersection of a line 422 feet east of and parallel with the west line of said subdivision and a line 300 feet north of and parallel with the south line of said subdivision;

Thence continuing southerly along said east line, parallel with the west line of said subdivision, to a point on the northerly right of way margin of SE 192<sup>nd</sup> Street, said northerly right of way margin being 50 feet northerly of the south line of said Section 33 and the centerline of SE 192<sup>nd</sup> Street;

Thence westerly along the various courses of said northerly right of way margin, crossing 120<sup>th</sup> Avenue SE, 116<sup>th</sup> Avenue SE, 114<sup>th</sup> Place SE and 113<sup>th</sup> Way SE to its intersection with the easterly right of way margin of State Route 515, said intersection being 40 feet right of Station 270+50 per Washington State Department of Highways, Right of Way Plan SR 515 MP 3.87 to MP 5.15, Renton Vicinity: SE 196<sup>th</sup> to Carr Road, Sta 257+00 to Sta 283+00, Sheet 2 of 4 Sheets in said Section 32;

Thence westerly, crossing State Route 515 (108<sup>th</sup> Avenue SE), to a point 40 feet left of Station 270+40 per said Right of Way Plan;

Thence southerly along the various courses of the westerly right of way margin of State Route 515 (108<sup>th</sup> Avenue NE), crossing SE 192<sup>nd</sup> Street, SE 196<sup>th</sup> Street and SE 199<sup>th</sup> Street, to the northerly right of way margin of SE 200<sup>th</sup> Street in the north west quarter of said Section 5;

Thence westerly along the various courses of said northerly right of way margin, crossing 106<sup>th</sup> Avenue SE, 105<sup>th</sup> Avenue SE and 104<sup>th</sup> Avenue SE, to its intersection with the existing City of Renton Limits Line as annexed under City of Renton Ordinance No. 3885;

Thence northerly, easterly and westerly along the various courses of the existing limits of the City of Renton as annexed under City of Renton Ordinance Nos. 3885 & 3109 to the point where said existing limits as annexed under City of Renton Ordinance No. 3109 leaves the section line common to Sections 5 & 6 and enters said Section 6;

Thence northerly along said common section line to its intersection with the existing City of Renton Limits Line as annexed under City of Renton Ordinance No. 3268;



Thence generally northerly and easterly along the various courses of the existing limits of the City of Renton as annexed under City of Renton Ordinance Nos. (in order from south to north) 3268, 5205, 5041, 3268, 4069, 1743, 4476, 1971, 3864, 1971, 5236, 1971, 3742, 1971, 3108, 1909, 5208, 3730, 2224, 1871 and 1961 to the Point of Beginning;

EXCEPT the north 100 feet of the west 230 feet of the South half of the South half of the Northwest quarter of the Southeast quarter of said Section 29, previously annexed to the City of Renton under Ordinance No. 3432.

TOGETHER WITH the following:

That portion of Lot 3, King County Short Plat 779163R recorded under King County Rec. No. 8105060679, within the South half of the Northeast quarter of the Northeast quarter of said Section 33, if any; and

Those portions of the Northeast quarter of said Section 6 and the Northwest quarter of said Section 5, lying southerly, westerly, southerly and westerly of existing City of Renton Limits Line as annexed under City of Renton Ordinance Nos. (in order from north to south): 3268, 3751, and 3109, and lying northerly of the northerly right of way margin of S. 200<sup>th</sup> Street; and

That portion of the Northwest quarter of said Section 5, lying northerly of the northerly right of way margin of S. 200<sup>th</sup> Street, westerly and southerly of existing City of Renton Limits Line as annexed under City of Renton Ordinance No.3885, and easterly of existing City of Renton Limits Line as annexed under City of Renton Ordinance No. 3109.