

**AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF ALGONA
LAND TRANSFER RELATING TO NEW TRANSFER STATION**

This Agreement is by and between King County, a political subdivision of the State of Washington, hereinafter referred to as the “County” and the City of Algona, hereinafter referred to as the “City.” The County and the City are collectively referred to as the “Parties.”

Recitals

A. The County owns and operates the Transfer Station on West Valley Highway in the City (“Existing Station Property”). The County intends to close the existing Transfer Station (“Existing Station”) and construct a new South County Recycling and Transfer Station (“New Transfer Station” or “Project”) on West Valley Highway adjacent to the Existing Station Property (“New Transfer Station Property”).

B. The City and the County desire to provide for City ownership of the entire right of way of West Valley Highway between 5th Avenue South and 1st Avenue North.

C. The City and the County are authorized to provide for the conveyance of the Existing Station Property pursuant to Chapter 39.33 RCW and Chapter 39.34 RCW, and to provide for transfer of the County portion of the right of way of West Valley Highway pursuant to RCW 35A.21.210.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the County agree as follows:

1. Relationship Between Agreements; Term; Approval; Termination.

1.1. The rights and duties of the Parties with regard to the Existing Station Property and the ownership, maintenance and operation of the portion of West Valley Highway between 5th Avenue South and 1st Avenue North shall be governed by this Agreement (“Agreement” or “Land Transfer Agreement”). This Agreement shall be effective only upon the approval and execution by the legislative bodies and executives of the Parties of (a) this Land Transfer Agreement and (b) the agreement between the Parties that addresses the construction of the New Transfer Station and improvements to West Valley Highway (“Construction Agreement”)(“Effective Date”). The failure by either Party to approve and execute both this Agreement and the Construction Agreement shall render this Agreement null and void.

1.2 This Agreement shall terminate upon completion of the terms and conditions of this Agreement; provided that if the Construction Agreement is terminated pursuant to Section 1.3 of the Construction Agreement, this Agreement shall terminate

upon the date of termination of the Construction Agreement pursuant to that Section 1.3. While this Agreement is in effect, the County's obligations under this Agreement shall continue in full force and effect.

2. Environmental Contingency and Liability.

2.1 Consistent with their prescribed terms and as partial consideration for this Agreement and the Construction Agreement, and prior to transfer of the Existing Station in accordance with Section 7 of this Agreement, the County shall deconstruct the Existing Station and clean the Existing Station Property in accordance with Section 5, herein and all applicable laws and regulations to meet the clean-up standards for industrial properties under Washington's Toxic Control Act regulations. For purposes of this Agreement, the term "Hazardous Substances" means any chemical or material for which there is significant statistical evidence that acute or chronic effects may occur in exposed humans, including but not limited to, petroleum hydrocarbons and related compounds, volatile organic compounds ("VOCs"), semi-volatile organic compounds, and metals. The timeline for deconstruction and transfer of the Existing Station is set forth in Sections 5 and 7, herein.

The parties acknowledge that the County has completed a Phase 1 Environmental Assessment ("ESA") for the Existing Station Property that did not yield any significant findings regarding Hazardous Substances. However, the City desires to more fully understand the potential Hazardous Substances on the Existing Station Property. Although the most comprehensive assessment could be completed after deconstruction of the Existing Station, additional interim steps may provide additional insight for the Parties.

Within six (6) months of the Effective Date of this Agreement, the County shall conduct at its own cost and expense a pre-deconstruction Phase 2 ESA to include the following tasks and activities:

2.1.1 Install one new groundwater monitoring well east of the three (3) existing groundwater wells, to allow for determination of the approximate groundwater flow direction. The location of the existing groundwater wells and the proposed location of the new groundwater monitoring well are shown on **Exhibit A**, attached hereto and incorporated herein by this reference.

2.1.2 Bore for and install the new groundwater monitoring well by direct-push drilling methods, using a pre-packed 2-inch diameter PVC screen and casing from ten (10) to twenty (20) feet in depth, similar to the existing groundwater monitoring wells.

2.1.3 Screen soil samples collected during installation of the new groundwater monitoring well for VOCs using a Photoionization Detector ("PID").

2.1.4 Submit the soil sample with the highest PID reading or, if no PID readings are noted, the soil sample collected near the capillary fringe for analysis for VOCs, pesticides/herbicides, total metals, and Northwest Total Petroleum Hydrocarbon – Hydrocarbon Identification (“NWTPH-HCID”).

2.1.5 Install nine (9) other direct-push soil borings around the Existing Station Property. The approximate soil sample locations are shown on **Exhibit B** attached hereto and incorporated herein by this reference. Actual locations will be determined based on ease of access and avoidance of existing utilities.

2.1.6 Log all ten (10) borings through a field geologist and describe the soil samples using the Unified Soil Classification System as set forth in the ASTM Method D-2488-09a Standard Practice for Description and Identification of Soils (“Visual-Manual Procedure”).

2.1.7 Analyze all soil samples, using the same System and Procedure as described and set forth above, and pursuant to the following:

a. One soil sample shall be submitted for analysis from each of the borings, with four (4) trip blanks (one per day). Except for NWTPH-specific analyses, all other analyses shall be run in accordance with the Environmental Protection Agency guidance contained in SW-846 Update V (August 13, 2015). It is assumed that four (4) of the soil samples will require conformation analysis for NWTPH-G and NWTPH-Dx based on the HCID preliminary analytical results. Only those samples requiring NWTPH-Dx analyses shall also be analyzed for pentachlorophenol and carcinogenic polycyclic aromatic hydrocarbons (“cPAHs”). If chlorobenzenes are detected in the VOC analyses, those soil samples shall also be run for polychlorinated biphenyls (“PCBs”) due to the possibility of PCB containing transformer fluids.

b. All wells shall be purged using low-flow methods and groundwater samples collected from each of the wells. The groundwater samples shall be collected and analyzed for VOCs, pesticides/herbicides, total metals, and NWTPH-HCID (“Sample Contaminants”).

c. If any Sample Contaminants are identified through the analysis, the County shall develop and implement a plan for reducing the Sample Contaminants to the clean-up standards for industrial properties under Washington’s Toxic Control Act regulations.

2.1.8 After completion of the field program, all of the wells (three existing wells and one new well) shall be surveyed for horizontal coordinates and top-of-casing elevation. After completion of the surveys, groundwater levels shall be measured in all of the wells so that groundwater flow direction can be determined.

2.1.9 Within ten (10) business days following completion of the pre-demolition Phase 2 ESA, submit a copy of the Phase 2 ESA results to the City. Within thirty (30) days of completion of the pre-demolition Phase 2 ESA, the County shall identify any results from the Phase 2 ESA that it believes may delay the anticipated completion of the Deconstruction Work, and shall estimate in total months the anticipated delay in the eighteen-month completion period for the Deconstruction Work set forth in Section 5, herein.

The County shall indemnify, defend (with counsel reasonably satisfactory to the City) and hold harmless the City, its officials, officers, employees, agents and contractors against any and all claims, actions, suits, liability, loss, costs, expenses, damages, fines and penalties, including reasonable attorney's fees, arising out of or relating to the presence, release, or threat of release of a Hazardous Substance on or under the Existing Station Property as of the date of the conveyance of the Existing Station Property to the City.

Nothing in this Section shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes and regulations that arises from Hazardous Substances located, deposited or released on or under the Existing Station Property by the County during the County's period of ownership.

If the City discovers the presence of Hazardous Substances at levels that could give rise to a statutory claim for contribution against the County, the City shall immediately notify the County in writing. Such notice shall in no event be provided more than thirty (30) days after discovery.

In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the State cleanup standards for industrial properties regardless of the use to which the City puts or proposes to put the Existing Station Property.

3. Conveyance of Title of the Existing Station Property. Subject to the terms and conditions in Section 4, herein, and contingent upon the City's and the County's enactment of the Boundary Revision Ordinances defined therein, the County agrees to convey all of its right, title and interest in the Existing Station Property to the City in accordance with Section 7, herein, subject to the permitted exceptions, rights reserved in federal patents or state deeds, building or use restrictions general to the City, and the matters excluded from coverage by the printed exceptions and exclusions contained in the updated Title Commitment identified in Section 6, herein (hereinafter collectively referred to as the "Permitted Exceptions"). The Existing Station Property is legally described in **Exhibit C**, attached hereto and incorporated herein by this reference.

4. Revision of City's and County's Corporate Boundary; Escrow. The western-half of the right of way of West Valley Highway between 5th Avenue South (the

southern boundary of the City) and 1st Avenue North lies within and is owned by the County (“County Segment”) and the eastern half of such right of way lies within and is owned by the City (“City Segment”). The location and description of this segment of West Valley Highway is shown on **Exhibit D** and is legally described on **Exhibit D-1** attached hereto and incorporated herein by this reference. As partial consideration for this Agreement and the Construction Agreement, and prior to the transfer of the Existing Station Property to the City, the Parties agree to enact the necessary ordinances pursuant to RCW 35A.21.210, substantially in the form of **Exhibit E**, attached hereto and incorporated herein by this reference (collectively the “Boundary Revision Ordinances”) to revise the corporate boundary of the City to include within it the full width of West Valley Highway between 5th Avenue South and 1st Avenue North.

RCW 35A.21.210 provides that the revision of a corporate boundary pursuant thereto shall become effective when approved by ordinance of the city council and by ordinance of the county legislative authority. Therefore, when the County is ready to convey the Existing Station Property to the City pursuant to Section 7, herein, the County shall notify the City of the County’s intent to convey the property (“Notice of Intent to Convey”). After providing the Notice of Intent to Convey, the County shall pass and approve its Boundary Review Ordinance and shall sign and acknowledge the statutory warranty deed required by Section 7, herein. After the issuance of the Notice of Intent to Convey, the Parties shall jointly select a title company to act as escrow officer and closing agent for the conveyance. The Parties shall jointly agree upon and deliver to the escrow officer closing instructions, which shall include but not be limited to instructions that (1) identify a closing date, (2) require the County to deliver to the escrow officer the statutory warranty deed required by Section 7, herein, and the County’s approved and executed Boundary Revision Ordinance, (3) require the City to deliver to the escrow officer the City’s approved and executed Boundary Revision Ordinance, and (4) authorize the escrow officer to close the transaction (the “Closing”) after receipt of the County’s and the City’s deliveries, by recording such statutory warranty deed with the Recorder’s Office, King County, Washington, and delivering to the County and the City at the addresses identified in Section 13, herein, a conformed copy of such recorded deed. After the County has delivered to the escrow officer the signed and acknowledged statutory warranty deed and the Boundary Revision Ordinance, the City shall pass and execute its Boundary Review Ordinance and deliver it to the escrow officer, which will allow the transaction to be closed.

5. Deconstruction of Existing Station Property. Prior to conveying title to the Existing Station Property to the City, as provided for in Section 7, herein, the County shall deconstruct and remove all structures, equipment, goods and personal property on or under the Existing Station Property, including but not limited to the scale complex and the transfer building, consisting of but not limited to the roof, the concrete flooring and the timber pilings, and also shall reduce the Sample Contaminants identified through the pre-deconstruction Phase 2 ESA of Section 2 of this Agreement, if any, to the clean-up standards for industrial properties under Washington’s Toxic Control Act regulations (“Deconstruction Work”). Unless otherwise requested by the City within thirty (30) days of the Effective Date of this Agreement, the County shall leave in place the gabion wall,

the stormwater facilities, and the underground sewer and water conveyance lines, which the County shall cap prior to the conveyance of the Existing Station Property. The approximate location of such facilities and lines are shown on **Exhibit F** attached hereto and incorporated herein by this reference. Prior to commencement of the Deconstruction Work, the County (1) shall obtain from the City all applicable permits and approvals for the Deconstruction Work and (2) shall deliver to the City a schedule and plan for the Deconstruction Work, together with a diagram showing the location of the timber pilings on the Existing Station Property. Upon completion of the Deconstruction Work, the County shall give notice of the completion to the City and shall allow the City to inspect the Deconstruction Work. The City must certify that the Deconstruction Work has been completed in accordance with this Agreement. Upon City certification, the County shall deliver to the City as-built plans (record drawings) showing the gabion wall, stormwater facilities and sewer and water lines, if left in place. The County shall at all times use its best efforts to complete the Deconstruction Work, in accordance with this Agreement. The County shall strive to complete the Deconstruction Work within eighteen (18) months (plus any additional months stated in the pre-demolition Phase 2 results required by Section 2.1.9, herein) following the County's closure of the Existing Station. All County actions and obligations in this Section shall be at no cost to the City.

6. Condition of Title to Existing Station Property. First American Title Insurance Company ("Title Company") has issued to the County a Commitment for Title Insurance for the Existing Station Property, dated June 25, 2014 ("Title Commitment"). The City acknowledges receipt of a copy of the Title Commitment. The City does not object to any matter affecting the condition of title to the Existing Station Property as disclosed by the Title Commitment. After the Deconstruction Work is completed and prior to its issuance of the Notice of Intent to Convey, the County shall order an update of the Title Commitment from the Title Company ("Updated Title Commitment"). The City shall have the right to object to any matter affecting the condition of title to the Existing Station Property that is disclosed in the Updated Title Commitment and was not disclosed in the Title Commitment. The City shall advise the County of the City's objection by notice to the County. The Parties shall coordinate with each other, and as applicable with the Title Company, to cause any of the City's condition of title objections to be resolved prior to conveyance of the Existing Station Property. The County shall remove, cure or correct any title matters objected to by the City prior to the conveyance. The City, in its sole discretion, may authorize the conveyance subject to an objection to title, which shall be deemed a permitted exception to title. As a condition of the conveyance, the Title Company shall issue in the City's favor an ALTA Standard Form Owner's Policy of Title Insurance, in an amount of Fifty Thousand Dollars (\$50,000.00), insuring the City's ownership of fee title to the Existing Station Property, subject only to the Permitted Exceptions.

7. Cost, Form of Deed and Timing of Notice of Intent to Convey Existing Station Property. No later than thirty (30) days after the County completes the Deconstruction Work pursuant to the provisions of Section 5, herein, the County shall provide the City with its Notice of Intent to Convey pursuant to Section 4, herein. At Closing the County shall deliver good and marketable title, free and clear of all liens,

defects and encumbrances, except the Permitted Exceptions as described in Sections 3 and 6, herein, and subject to the provisions of Section 2, herein. The County shall convey the Existing Station Property to the City by statutory warranty deed, in a form acceptable to the City (“Deed”), subject to the Permitted Exceptions. The transfer shall be at no cost to the City. The City shall be entitled to possession of the Existing Station Property at Closing.

8. Condition of and Warranties Relating to Existing Station Property and West Valley Highway Segment. The County represents and warrants that its execution, delivery and performance of this Agreement does not and will not violate any law, rule, regulation, order, writ, judgment, decree or award to which the County is a party or which is presently in effect and applicable to the County. This Agreement is a legal, valid and binding obligation of the County and is enforceable against the County in accordance with the terms of this Agreement. The County represents there is no pending, or to the best of the County’s knowledge threatened, lawsuit or material claim against or relating to the County with respect to the Existing Station Property.

Except as set forth above, the County has not made and specifically disclaims any representations or warranties, whether express or implied, with respect to the Existing Station Property or the West Valley Highway Segment, including, without limitation, the value, nature, quality, condition, merchantability or fitness for a particular purpose.

The County covenants that between the Effective Date and the conveyance of the Existing Station Property, the County shall take all such actions as may be necessary to assure that the representations and warranties above will be true and complete as of the conveyance, and all covenants of the County set forth in this Agreement which are required to be performed by it at or prior to the conveyance shall have been performed at or prior to the conveyance. The County shall give the City prompt written notice of any material change in any of the information contained in the representations and warranties which occur prior to the conveyance.

To the maximum extent permitted by Chapter 64.06 RCW, the City expressly waives its right to receive from the County a disclosure statement as provided for in Chapter 64.06 RCW (“County Disclosure Statement”) regarding the Existing Transfer Station. The County and City acknowledge that the City cannot waive its right to receive the environmental section of the County Disclosure Statement (which is contained in Section 6 of the form). The County will provide the same, with only such environmental section completed by the County, to the City within one hundred twenty (120) days after the Effective Date of this Agreement. The County Disclosure Statement is not part of this Agreement. Nothing in the County Disclosure Statement creates a representation or warranty by the County, nor does it create any rights or obligations in the Parties, except as set forth in Chapter 64.06 RCW.

9. Indemnification and Hold Harmless. Each of the Parties, shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all

claims, actions, suits, liabilities, losses, costs, expenses and damages of any nature whatsoever, arising out of, or in any way resulting from, that Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, action or suit for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, actions or suits result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence. Each of the Parties agrees that its obligations under this Section extend to any claim, demand and/or action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims, demand and/or actions under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of this Section, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred from the other Party. The obligations of this Section shall survive termination of this Agreement.

10. Audits and Inspections. 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.

11. Waiver and 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. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

12. Merger. The terms, covenants, representations and warranties contained herein shall not merge in the statutory warranty deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

13. Notice. Any notice provided for herein shall be sent to the respective parties at the addresses below, or at any new addresses provided by the Parties to each other:

King County:

Division Director
Solid Waste Division
Department of Natural Resources
and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104

City:

Mayor
City of Algona
402 Warde Street
Algona, WA 98001

14. Binding Effect. This Agreement shall be binding on the Parties' successors and assigns.

15. Entire Agreement and Modification. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may only be amended by written agreement of both Parties.

16. Neutral Authorship. Each Party has been represented by legal counsel or has had the opportunity to consult with legal 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.

17. Jurisdiction and Venue. The exclusive jurisdiction and venue for any disputes arising under this Agreement, including matters of construction, validity and performance, shall be in the Superior Court for King County in Seattle, Washington.

18. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, representatives from the City and County shall meet and confer in an effort to resolve the dispute. If the City and County representatives cannot resolve the dispute within fourteen (14) calendar days, then either Party may request that the Parties engage in mediation, with each Party to share equally in the costs of mediation. If the dispute is not resolved to the satisfaction of both Parties within thirty (30) calendar days through mediation, then either Party may pursue any other remedy in law or equity, including specific performance.

19. Prevailing Party Costs. If either Party incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

21. Recording. This Agreement shall be recorded by the County with the King County Recorder's Office at the cost of the County.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Algona

King County _____

Mayor

Date

Approved as to Form:

King County
Deputy Prosecuting Attorney

Date

Date

Approved as to Form:

City Attorney

Date

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the _____ of King County to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington
Commission Expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that DAVID E. HILL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Mayor of the City of Algona to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

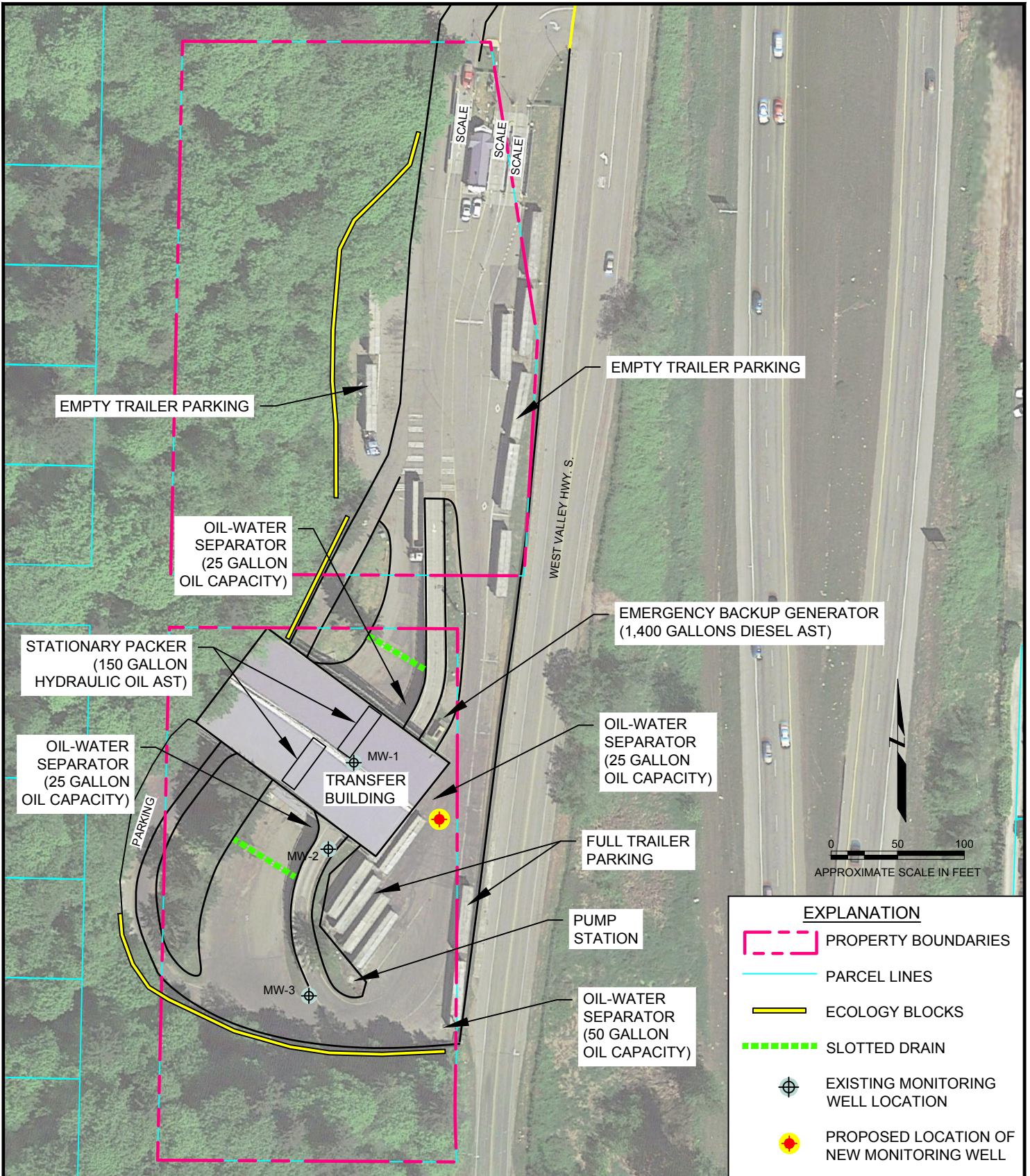
DATED: _____

NAME: _____
(Print Name)
Notary Public in and for the State of Washington
Commission Expires: _____

EXHIBIT A

Location of existing groundwater wells and new groundwater monitoring well

EXHIBIT A



CLIENT



King County

Amec Foster Wheeler
Environment & Infrastructure, Inc.
600 University Street, Suite 600
Seattle, Washington 98101



**amec
foster
wheeler**

PROJECT

**PHASE I
ENVIRONMENTAL SITE
ASSESSMENT**

TITLE **EXISTING AND PROPOSED
GROUNDWATER WELLS**
35315 West Valley Highway
Algona, Washington

DATE

JANUARY 2017

SCALE

AS SHOWN

PROJECT NO.

16069.WO25

FIGURE

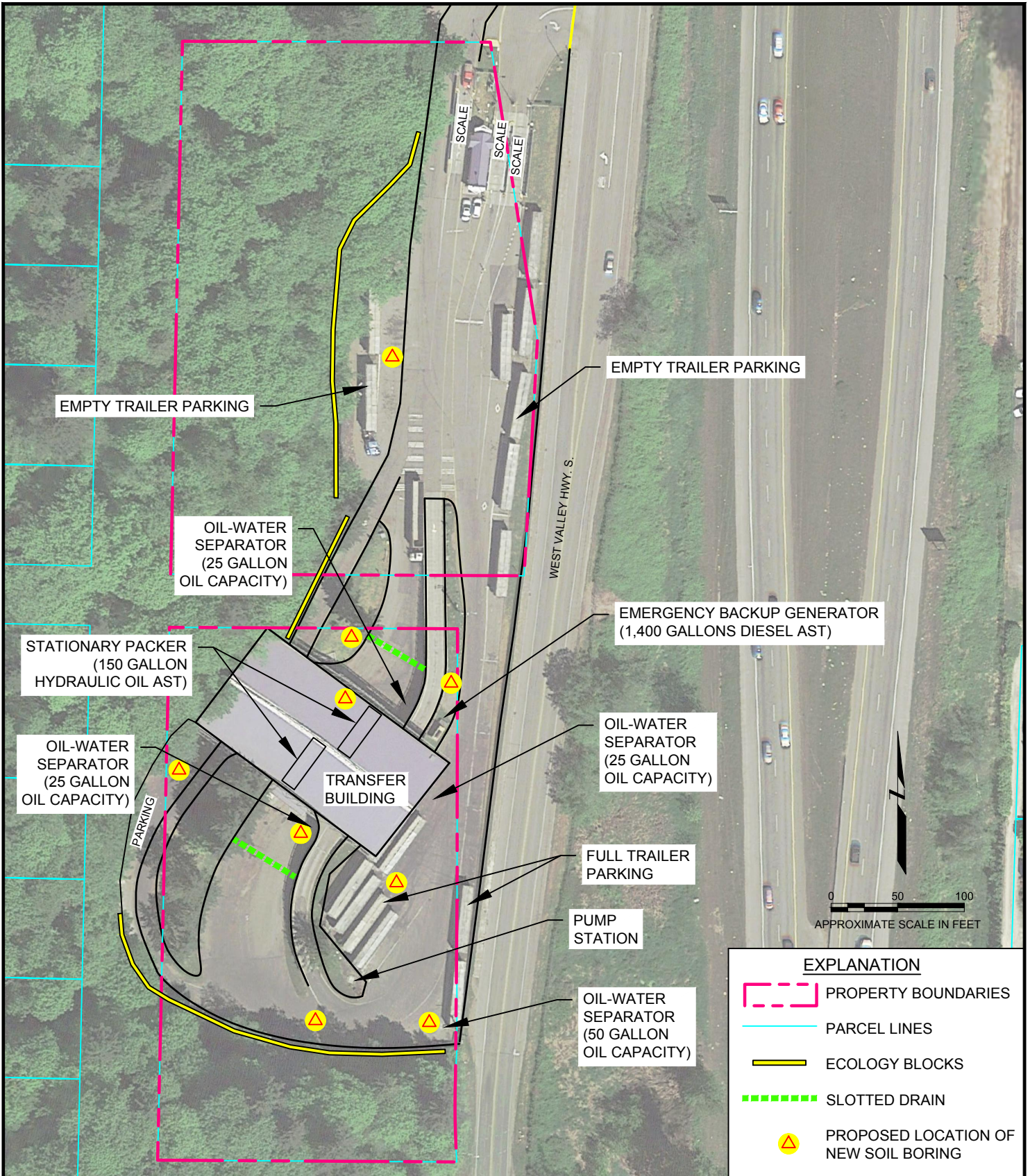
EXHIBIT A

DRAWN BY: APS, CHECKED BY: JDL

EXHIBIT B

Location of soil sample locations

EXHIBIT B



CLIENT



King County

Amec Foster Wheeler
Environment & Infrastructure, Inc.
600 University Street, Suite 600
Seattle, Washington 98101



**amec
foster
wheeler**

PROJECT

**PHASE I
ENVIRONMENTAL SITE
ASSESSMENT**

TITLE

PROPOSED BORING LOCATIONS
35315 West Valley Highway
Algona, Washington

DATE

JANUARY 2017

SCALE

AS SHOWN

PROJECT NO.

16069.WO25

FIGURE

EXHIBIT B

DRAWN BY: APS CHECKED BY: JDL

EXHIBIT C

Legal Description of Existing Station Property

EXHIBIT C

Real property in the County of King, State of Washington, described as follows:

LOTS 1 AND 2, BLOCK 124, AND LOTS 1 AND 2, BLOCK 125, C.D. HILLMAN'S PACIFIC ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS, PAGE 30, IN KING COUNTY, WASHINGTON.

EXCEPT PORTIONS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 3686165.

Tax Parcel Number: 335640787008

EXHIBIT D

Location and description of West Valley Highway Segment



Commenge

Point of Beginning

375180
 SW 26-81-04
 SE 26-81-04
 JOVITA HEIGHTS
 885600

SE 1/4, SW 1/4
 26-21-04

SR 167

STURGES CO. LINE TO
 AUBURN TWP. S. & R.

885600
 VALLEY CITY

EXHIBIT D-1

Legal Description of West Valley Highway Right of Way

That portion of the West Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 26, Township 21 North, Range 4 East, W.M. described as follows:

Commencing at the intersection of the center line of West Valley Highway and the Northerly line of said subdivision;

Thence Southerly along said centerline of the West Valley Highway to the intersection with the Easterly extension of the Southerly line of Tract "B", Block 146, Jovita Heights, according to the Plat thereof recorded in Volume 20 of Plats, Page 12, in King County, Washington, said intersection being the **Point of Beginning**, said intersection also being the southerly boundary of City of Algona Annexation per King County Ordinance 17577, Approved on May 9th, 2013;

Thence continuing southerly along said centerline of the West Valley Highway to the intersection with the Westerly extension of the Northerly Right of Way line of 5th Avenue Northwest;

Thence Westerly along said Westerly extension of the Northerly Right of Way line of 5th Avenue Northwest to the Westerly Right of Way line of said West Valley Highway;

Thence Northerly along said Westerly Right of Way line of West Valley Highway to the intersection with the Southerly line of said Tract "B", said intersection also being the southerly boundary of City of Algona Annexation per King County Ordinance 17577, Approved on May 9th, 2013;

Thence Easterly along said Easterly extension of the Southerly line of Tract "B", said line also being the southerly boundary of City of Algona Annexation per King County Ordinance 17577, Approved on May 9th, 2013, to the **Point of Beginning**.

Situate in the County of King, State of Washington.

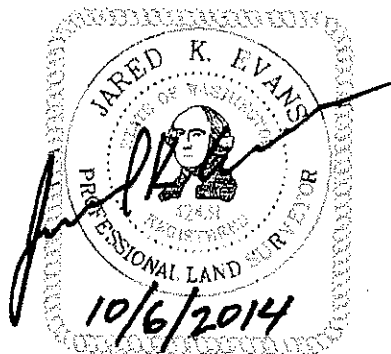


EXHIBIT E

Form of ordinances revising Corporate Boundary of City

CITY OF ALGONA, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, REVISING THE CORPORATE BOUNDARY OF THE CITY TO REMOVE KING COUNTY'S JURISDICTION OF WEST VALLEY HIGHWAY BETWEEN 5TH AVENUE SOUTH AND 1ST AVENUE NORTH, PURSUANT TO RCW 35A.21.210.

WHEREAS, RCW 35A.21.210 provides that the governing bodies of a county and any code city therein may by agreement revise the corporate boundary of the city which coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way by substituting therefore a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city; and

WHEREAS, the City of Algona is a code city within King County, Washington; and

WHEREAS, the western-half of the right-of-way of West Valley Highway between 5th Avenue South (the southern boundary of the City of Algona) and 1st Avenue North (West Valley Highway Segment) is owned by the County and the eastern-half of such right-of-way is owned by the City; and

WHEREAS, King County and the City of Algona entered into the "Agreement Between King County and the City of Algona, Land Transfer Relating to New Transfer Station Agreement" (Agreement), Section 4 of which provides that the City must pass and execute a Boundary Revision Ordinance, after the County has passed and executed a Boundary Revision Ordinance and has delivered to an escrow both the Ordinance and a signed and acknowledged statutory warranty deed for transfer of the Existing Station, as described in the Agreement, to the City; and

WHEREAS, the County has passed and executed the Boundary Review Ordinance, has signed and acknowledged the statutory warranty deed, and has delivered both to the escrow; and

WHEREAS, in order to convey the Existing Station to the City and to transfer the western-half of the West Valley Highway Segment from the County to the City, pursuant to the Agreement, the City Council desires to pass this Ordinance;;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA WASHINGTON, DO ORDAIN as follows:

Section 1. Transfer of Western-half of West Valley Highway Segment. The

City of Algona accepts from King County the western-half of the right-of-way of West Valley Highway between 5th Avenue South and 1st Avenue North, which King County transferred to the City pursuant to King County Ordinance No. _____. The portion of West Valley Highway now within the corporate limits of the City is legally described in Attachment A to this ordinance.

Section 2. Implementation. The Mayor is hereby authorized and directed to implement the transfer authorized in Section 1 of this Ordinance.

Section 3. Severability. The provisions of this Ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this Ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

Section 4. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE ____ DAY OF _____, 2017

CITY OF ALGONA

Mayor David E. Hill

ATTEST/AUTHENTICATED:

Diana Quinn, City Administrator/Clerk-Treasurer

APPROVED AS TO FORM:

Rod P. Kaseguma,
Inslee, Best, Doezie & Ryder, P.S.
City Attorney

Filed with the City Clerk;
Passed by the City Council:
Ordinance No. _____-17
Date of Publication:

Ordinance _____

AN ORDINANCE approving the revision of the corporate boundary of the city of Algona to include a portion of West Valley Highway between 5th Avenue South and 1st Avenue North pursuant to RCW 35A.21.210

STATEMENT OF FACTS:

1. The western-half of the right of way of West Valley Highway between 5th Avenue South (the southern boundary of the city of Algona) and 1st Avenue North is owned by the county and the eastern half of such right of way is owned by the city of Algona.
2. The county and the city of Algona have entered into a Land Transfer Agreement whereby the county and the city have agreed that the city will include the full width of West Valley Highway between 5th Avenue South and 1st Avenue North, legally described as set forth in Exhibit A to this ordinance, within the boundaries of the city of Algona.
3. RCW 35A.21.210 authorizes the governing body of any code city to revise by agreement any part of the corporate boundary of the city which coincides with the centerline, edge, or any portion of a public street, road or highway right-of-way by substituting therefor a right-of-way line of the same public street, road or highway so as fully to include or fully to exclude that segment of the public street, road or highway from the corporate limits of the city.
4. Revision of the corporate boundary of a city is effective upon approval by the city council and the county legislative authority as provided for in RCW 35A.21.210.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The revision of the corporate boundary of the city of Algona to include the portion of West Valley Highway between 5th Avenue South and 1st Avenue North, legally described as set forth in Exhibit A to this ordinance, is hereby approved.

EXHIBIT F

Approximate location of facilities and lines

- LEGEND**
- CATCH BASIN (STORM)
 - CATCH BASIN (SANITARY)
 - STORM DRAIN MANHOLE (NO SURFACE GRATE)
 - SANITARY SEWER MANHOLE
 - CLEAN OUT
 - SD STORM DRAIN
 - SS SANITARY SEWER
 - W WATERLINE
 - ▶ FLOW DIRECTION
 - ┌ PLUG
 - SD-1 SD/MH/CB ID No
 - SS-1 SS/MH/CB ID No

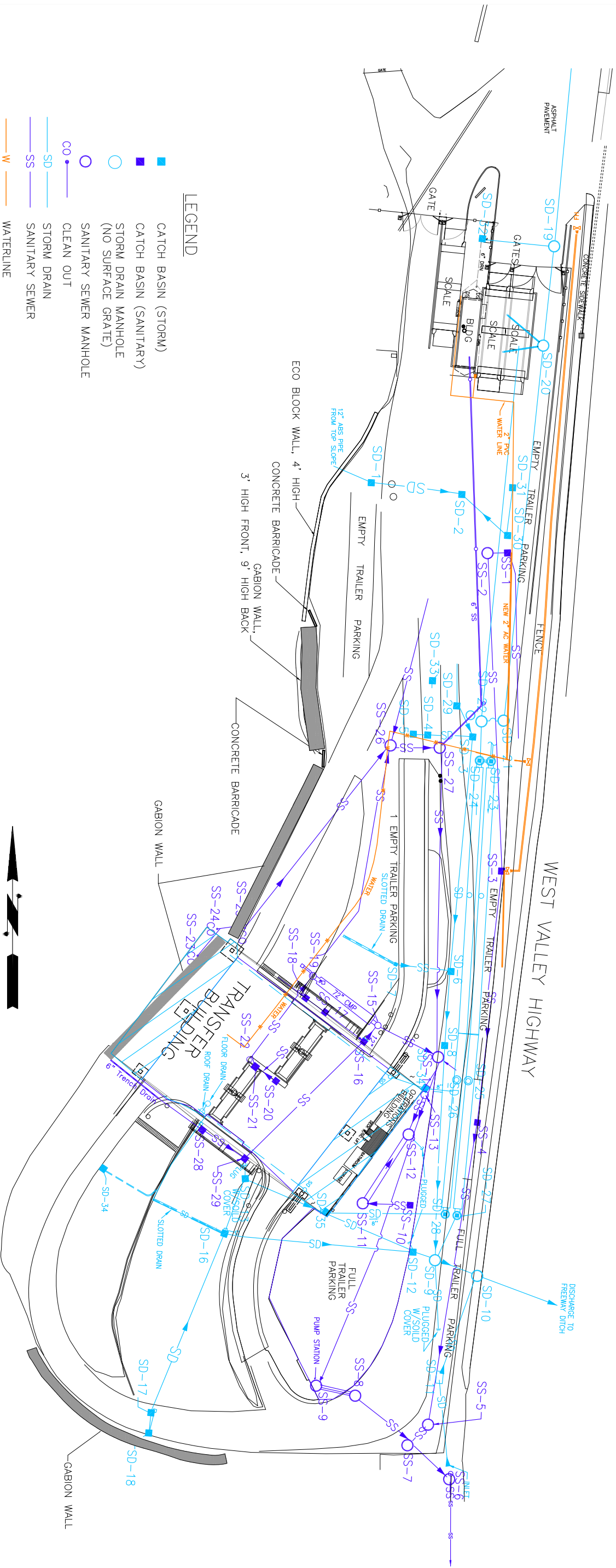


EXHIBIT F

DATE	REVISION	BY

KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS
CHRISTIE TRUE, DIRECTOR
SOLID WASTE DIVISION

ALGONA TRANSFER STATION UTILITIES SITE MAP
APRIL 2017

APPROVED _____ DATE _____
 RECOMMENDED _____ DATE _____
 DESIGNED _____ DRAWN _____
 PROJECT NO. _____ SURVEY NO. _____ SHEET _____ OF _____