

**INTERAGENCY AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF RENTON
TO DESIGN, CONSTRUCT, OPERATE AND MAINTAIN
LAKE TO SOUND TRAIL, SEGMENT A, WITHIN RENTON CITY LIMITS**

This Interagency Agreement (“Agreement”) is made and entered into by and between King County, a political subdivision of the State of Washington (“the County”) and the City of Renton, a municipal corporation of the State of Washington (“the City”), regarding design, construction, ownership, operation and maintenance of the portion of Segment A of the Lake to Sound Trail (“Segment A”) that is within the City limits. The County and the City are collectively referred to as “the Parties”.

RECITALS

A. The County and the Cities of Renton and Tukwila are working cooperatively to construct what is known as Segment A of the Lake to Sound Trail, a segment of trail that traverses Renton’s Black River Riparian Forest (“BRRF”) and connects to the Green River Trail in Tukwila.

B. The Lake to Sound Trail will become part of King County’s Regional Trail System (“RTS”), one of the nation’s most extensive multi-use trail networks with more than 175 miles of trails for recreation and non-motorized mobility and commuting.

C. Segment A will be a critical segment of the larger regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound and will provide recreational and health benefits to residents of the cities and the County.

D. The portion of Segment A within the City of Renton (“the Project”) will be located substantially within the BRRF owned by the City, the City Right of Way, specifically Monster Road SW, on two parcels of property owned by King County, and on one parcel of property within the City of Renton owned by the City of Tukwila. In addition, there are two railroad corridors operated by the Union Pacific Railroad (“UPRR”) and Burlington Northern Santa Fe Railway (“BNSF”) located at the border of the Cities of Renton and Tukwila. The trail connection for Segment A passes underneath these two railroad corridors to connect the Cities of Renton and Tukwila.

E. A portion of Segment A is located in the City of Tukwila. This Agreement governs only those portions of Segment A located in the City of Renton.

F. The County is negotiating a trail easement with UPRR on behalf of the City of Renton for that portion of trail that is located on land owned by UPRR in the City of Renton.

G. The County is negotiating a trail easement with BNSF on behalf of the City of Tukwila for that portion of trail that is located on land owned by BNSF in the City of Tukwila.

H. Under RCW 36.89.050, the County is authorized to construct a park or recreational facility and transfer to a city the County's ownership interest in, and the operation and maintenance obligations for, that facility, provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.

I. The County has received \$1,286,053 in Federal Highway Administration grant funds and is also using County levy monies, pursuant to King County Ordinance 17941, for the design and construction of Segment A.

J. After construction, the County wishes to convey ownership of the Project Improvements to the City, with the exception of those improvements located on County property including the pedestrian bridge across the Black River and City of Tukwila property which will remain under County ownership, and the City is ready, willing and able to own these improvements for use by the general public as a Regional Trail, for the benefit of both City and County residents.

K. After completion of the Project Improvements and conveyance to the City, the County will continue to operate and maintain Segment A.

L. The County is committed to implementing the King County Equity and Social Justice Strategic Plan 2016-2022 ("ESJ"). Providing funding for design and construction of the Lake to Sound Trail, Segment A, and continuing to operate and maintain it after completion, advances equity and is consistent with the goals, objectives and strategies of ESJ.

M. The Parties intend by this Agreement to establish their respective rights, roles and responsibilities related to the Project.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties mutually agree as follows:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply.

1.1 Contract means the public works contract entered into between the County and its Contractor for construction of Segment A.

1.2 Contractor means the individual, partnership, firm, corporation, or other entity with whom the County has entered into the Contract for construction of Segment A.

1.3 Final Acceptance means the date on which the County issues to the Contractor a written notice indicating that they have performed all obligations under the contract.

1.4 One Hundred Percent (100%) Review Submittal means the One Hundred Percent Review Submittal drawings and specifications for Segment A prepared on behalf of the County by Parametrix, Inc., dated December 2016.

1.5 Notice to Proceed means the written notice from the County to the Contractor authorizing and directing the Contractor to proceed with the construction of Segment A.

1.6 Permit(s) means any or all federal, state, and local government permits, licenses or other regulatory approvals needed for Segment A; and a construction permit from UPRR to construct a portion of Segment A on property owned by UPRR along the Black River. The term “Permits” does not include a lease from UPRR.

1.7 Physical Completion is the day all of the work is physically completed on the Project.

1.8 Project means the portion of Segment A within the boundaries of the City, including the portion of Segment A located on the City’s Real Property, Right of Way, the County’s Real Property, the UPRR Easement Area and the mitigation area adjacent to the trail on property owned by the City.

1.9 Project Improvements means all physical aspects of the Project including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, signals, control boxes, fencing, lighting, base materials, bollards, markers, driveways, covers, frames, railing, retaining walls, bridges, abutments, rebar, wire fabric, landscaping and vegetation planted on site for mitigation purposes.

1.10 City’s Real Property means the real property encompassed within parcel numbers 3779200119, 3779200118, 3779200117, 3779200116, 1323049024, 1323049012, 1323049088 and 1323049089 owned by the City as legally described in **Exhibit A**, subject to the encroachments and other limitations and restrictions identified in the attached **Exhibit H**.

1.11 County’s Real Property means the real property encompassed within parcel numbers 3779200090 and 7229500281 owned by the County.

1.12 Regional Trail means a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, and other non-motorized uses are allowed, which provides recreational opportunities and enhances regional mobility.

1.13 Right of Way or ROW means that portion of the City's Monster Road SW Right of Way upon which the Project Improvements are located and as shown in **Exhibit B**.

1.14 Segment A means the design, public involvement, environmental review, permitting, construction, ownership, operation and maintenance of a Regional Trail extending east from the Green River Trail Bridge #2405-2 in Fort Dent Park through the BRRF to Naches Ave SW in Renton. It also includes an area identified for wetland buffer mitigation in the BRRF, owned by Renton and the acquisition (facilitated by King County) by the City of Renton of a permanent trail easement from UPRR for property owned by UPRR that is required for the trail connection into Tukwila. The boundaries of Segment A are shown in the One Hundred Percent (100%) Review Submittal.

1.15 Substantial Completion means the stage in the progress of the work under the Contract where the County has full and unrestricted use and benefit of the facilities for the purpose intended, both from the operational and safety standpoint, all the initial plantings are completed, all the systems and parts of the Contract work are functional, utilities are connected and operate normally, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to complete all Contract requirements.

2. DESIGN & PERMITTING

2.1 Design. The County has provided the City with the One Hundred Percent (100%) Review Submittal Design Drawings, which the City has reviewed and commented on. The County has responded to some of the City's comments and will respond to other City comments at a later date. With the exception of the matters for which the City has not yet received responses, the City hereby accepts as noted with plan review comments, and which are incorporated herein by reference. The County will be solely responsible for finalizing the design documents for Segment A, obtaining the necessary input and approvals from Washington State Department of Transportation ("WSDOT"), and constructing the trail according to the approved design, including changes in scope as described in Paragraph 5.7.

2.2 Plans and Specifications. The County shall provide the City with a copy of the plans and specifications to be advertised for bid and an electronic file of the Contract documents.

2.3 Permitting and Environmental Review. The City shall be the lead agency for Segment A under the State Environmental Policy Act ("SEPA"). The County shall apply, or require its Contractor to apply, for all Permits. To the extent the City's signature on applications or other involvement, as the owner of the Real Property and as holder of Right of Way interests on other Real Property on which the Project is being constructed, is required, the City agrees to cooperate with the County and/or its Contractor as necessary to obtain the Permits. The County shall be responsible for the monitoring, reporting, and any required corrective actions for wetland mitigation

associated with the Project for the length of time required by any Permit. The County or the Contractor shall submit a Notice of Termination for the Construction Stormwater General National Pollutant Discharge Elimination System (“NPDES”) Permit to the Washington State Department of Ecology prior to Final Acceptance.

2.4 City Permits. The County shall submit pedestrian and vehicle Temporary Traffic Control Plans (“TTC Plans”) to the City for review and approval prior to invasive occupancy of City Real Property and Right of Way. City approval shall not be unreasonably withheld. The County shall immediately correct any deficiencies noted by the City in the TTC Plans or their field implementation. The City has made a determination that the Project requires the following permits: Shoreline Substantial Development, Shoreline Conditional Use, Shoreline Variance, Construction, and Building Permits and these Permits have been issued to the County, subject to execution of this Agreement.

2.5 Underpass Agreement. The County shall take all actions necessary to obtain an agreement with UPRR granting the County and City temporary access for construction and permanent access for operation and maintenance of the Project. UPRR’s Structures Department has approved use of its property for the Project and the construction and maintenance terms have not yet been finalized. The County agrees that after completion of the Project, the County shall transfer all rights acquired from UPRR to the City as part of the transfer of Project Improvements covered in Section 6.2 (e).

3. ACCESS & ENCROACHMENTS

3.1 The City hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing work on behalf of the County the following access rights to the City’s Real Property and to the ROW interests (collectively, the City’s Real Property and ROW are “City’s Properties”):

(a) The non-exclusive right and license to enter onto City’s Properties to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of design, permitting and construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this Agreement and continue until Final Acceptance.

(b) The exclusive right and license to enter onto, and take actions on the City’s Properties necessary for construction of the Project and completion of the Contract. This right and license shall begin upon the County’s issuance of the Notice to Proceed and continue until Final Acceptance. This right and license shall not be exclusive of the City’s right to enter the properties for the purposes of inspections or other actions necessary to implement this Agreement, or for any other purpose, provided that the City’s entry onto the property shall not impair, impede or delay construction of the Project, unless it is to correct a condition that represents an immediate threat to public safety.

(c) The non-exclusive right and license to enter onto City's Real Property and take actions necessary to fulfill the County's post-construction wetland monitoring, reporting, and corrective action obligations under Paragraph 2.3 and as further described in **Exhibit C**. This right of entry shall begin upon Final Acceptance and continue in effect until the County's obligations under Paragraph 2.3 have been fully completed.

(d) The non-exclusive right and license to enter onto City's Real Property, and take actions necessary to fulfill the County's maintenance and operations obligations under Paragraph 7.1 and as further described in **Exhibit D**. This right of entry shall begin upon Final Acceptance and continue in perpetuity unless amended by agreement of the parties.

(e) The access rights set out in Paragraphs 3.1(a-d) are irrevocable during their respective terms and are not subject to modification by the City through Permits or otherwise without the express written agreement of the County.

3.2 The County and the City are not aware of any physical encroachments, improvements or other structures ("Encroachments") on City's Properties. However, if Encroachments within the boundaries of construction are identified at the time of construction of the Project and the Encroachments will interfere with construction of the Project, the City shall take all actions necessary to remove such Encroachments prior to the date the County issues the Notice to Proceed. Any such Encroachments that the City does not intend to be disposed of (for example, Encroachments that will be salvaged or impounded) must be removed by the City. The County shall notify the City 60 days prior to advertising the Contract for bid. If the City wishes the County's Contractor during construction to remove certain Encroachments that are to be disposed of, on behalf of the City, the City shall provide the County with written notice specifically describing any such Encroachments no later than 30 days prior to the date the County advertises the Contract for bid.

3.3 The City hereby represents and warrants to the County that it holds fee simple title to the City's Real Property and that it has the legal authority to remove Encroachments on City's Properties. The City hereby further represents and warrants that in **Exhibit H** it has disclosed the known easements, covenants, restrictions, encumbrances or defects on or to the title of the City's Real Property. The City has determined that its rights in the City's Properties are sufficient to allow the County and the City to perform their respective obligations under this Agreement.

3.4 If the County's Contractor removes Encroachments in accordance with the City's direction under Paragraph 3.2, the City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from removal of said Encroachments except to the extent caused by the

negligence of the County, its officers, officials, employees, agents, Contractor and subcontractors.

4. EASEMENTS

4.1 Temporary Construction Easement. The City has granted a Temporary Construction Easement (“TCE”) to the County allowing construction of the Project on the City’s Real Property. The City waived its right to appraisal and donated this easement. The TCE is attached as **Exhibit E**.

4.2 UPRR Permanent Trail Easement. The County shall continue to use its reasonable best efforts to obtain a permanent trail easement from UPRR that allows the County and its Contractor and other agents to design and construct Segment A as a Regional Trail on UPRR Real Property in accordance with this Agreement, and that allows the County to operate and maintain the Project in accordance with the obligations and requirements of this Agreement, and that is in all other respects consistent with the terms of this Agreement. Until the easement is obtained, no less than quarterly the County shall provide the City with an update on the County’s efforts to obtain the easement.

5. CONSTRUCTION

5.1 The County shall be responsible for construction of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the construction of the Project.

5.2 The County shall advertise the Contract in the official legal publication for the County and if necessary other publications, consistent with applicable laws and regulations.

5.3 The County shall open the bids and shall notify the City of the time and date of the bid opening, which is typically three weeks after the bid is advertised. The City may attend the opening of the bids.

5.4 The County shall award the Contract to the lowest, responsive, responsible bidder for Segment A, subject to applicable laws and regulations.

5.5 The County shall require that the City be included as an additional insured on all of the Contractor’s insurance policies and that the City be included as a party indemnified by the Contractor in the Contract’s indemnification provisions and receive the same indemnification protection as the County. Policy coverage limits shall match or exceed those specified in the edition current at the time of bid of the WSDOT/American Public Works Association (“APWA”) Standard Specifications for Road, Bridge and Municipal Construction.

5.6 The City may furnish an inspector, at the City's sole expense, to monitor compliance with the Contract plans and specifications during the construction of the Project. The City's inspector shall advise the County in writing of any deficiencies noted. Deficiencies shall be limited to items that the inspector believes are out of compliance with the Contract plans and specifications and the City's inspector shall cite the plan sheet number or specification that she or he considers to be at issue in the deficiency. The City's inspector shall also provide a written description of the remedy the inspector believes is necessary for each deficiency cited. If the City inspector determines that there is an unsafe traffic control condition at a City controlled intersection or if there is an immediate threat to public safety posed by the Contractor's actions, the City inspector has the authority to take immediate action, including directing the Contractor to take certain actions, in order to address the safety concern. With regard to all other matters identified by the City inspector, the City inspector shall not have authority to direct the work of the Contractor and shall not instruct the Contractor directly on any matters.

5.7 The County will hold weekly construction meetings with its Contractor. The City, at its option, may have its inspector or other representative attend the meetings. The City may provide the County with its preferences concerning any significant proposed changes in the scope of the work to be performed under the Contract at the weekly meetings, but as between the Parties, any changes in scope are subject only to the County's approval.

5.8 The County shall update the City on its progress in constructing the Project in its weekly construction meetings.

5.9 After the Contractor notifies the County in writing that Segment A is substantially complete, the Parties shall perform a mutual inspection of the Project. The City may provide a written deficiency list to the County within five (5) working days after this inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet number or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited.

5.10 The County shall, in its sole discretion, determine whether Substantial Completion has occurred under the Contract. After the County provides the Contractor with notice that Substantial Completion has occurred and the Contractor indicates to the County that all physical work required by the Contract is complete, the Parties shall perform a mutual final inspection of the Project. The City may provide a written deficiency list or punch list to the County within five (5) working days after the final inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited. The County will ensure that all items on the punch list are completed and provide the

City with the opportunity to conduct a final physical inspection. The City shall respond in writing to the County whether the punch list items have been satisfied. The County shall not issue a letter of Physical Completion to the Contractor until the City has confirmed the punch list is complete.

5.11 Final Acceptance of the Project shall be by the County, in its sole discretion.

5.12 The County represents to the City that it will require its Contractor in performing work under the Contract to comply with all applicable rules, regulations, statutes and ordinances.

5.13 The County will administer and enforce all warranties in the Contract up until assignment of the warranties to the City pursuant to Paragraph 6.2(e).

6. PROJECT CLOSEOUT AND OWNERSHIP

6.1 Within 60 days of the date of Final Acceptance, the Parties shall execute and the City shall record the Restrictive Covenant in substantially the form set forth in **Exhibit F**, which covenant shall run with the land.

6.2 Within 60 days of completion of the obligations in Paragraph 6.1 or such additional time as may be required to close out the Contract, the County shall perform the following obligations:

- (a) Deliver to the City project record drawings for Segment A;
- (b) Collect and provide to the City a copy of any warranties or other information and materials in the County's possession that relate to the use, operation and maintenance of the Project Improvements;
- (c) Provide to the City unconditional lien releases that the Contractor has collected from all of its consultants, subcontractors and vendors;
- (d) Collect and provide copies of certificates obtained from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries that all taxes, increases, and penalties due from the Contractor, and all taxes due and to become due with respect to such Contract, have been paid in full or that they are, in each department's opinion, readily collectible.
- (e) Execute and record a quit claim bill of sale conveying to the City all of the County's rights, title and interest to the Project Improvements located on or within the City's Real Property and ROW, and UPRR's Property, as is, where is ("Bill of Sale"), which is in substantially the form set forth in **Exhibit G**. The County shall retain ownership of the Project Improvements located on the County's Real Property (e.g. new pedestrian bridge and associated appurtenances).

(f) Execute an assignment of the Contract warranties and an assignment of the warranties in the *Agreement for Professional Services for Lake to Sound Trail Design*, Contract No. E00178E10, between King County and Parametrix in favor of the City, with respect to the Project, with the exception of those Contract warranties that apply to the portions of Segment A located on the County's Real Property, except as provided in Paragraph 10.2; and

(g) Assign to the City the County's right to assert any claim it may have against the Contractor or against Parametrix under Contract No. E00178E10 arising out of or related to Project work, with the exception of those portions of Segment A located on the County's Real Property, and except as provided in Paragraph 10.2.

6.3 Unless otherwise mutually agreed to by the Parties in writing, the Project shall not be accessible and open to the public until the obligations in Paragraphs 6.1 and 6.2 have been fulfilled.

6.4 The City agrees that as long as the Restrictive Covenant described in Section 6.1 remains in effect, Segment A shall continue to be used in perpetuity for a Regional Trail and shall not be converted to a different use.

6.5 Notwithstanding Section 6.4, the City plans to widen Monster Road SW and reserves the right to modify and/or relocate the Regional Trail crossing across Monster Road SW. The County agrees that, based on the publicly available information set forth in the City of Renton Department of Public Works Transportation Systems Division 2017-2022 Six-Year Transportation Improvement Program, this widening project will not violate the terms of the Restrictive Covenant attached as **Exhibit F**. The City agrees to provide the County written notice and opportunity to review and comment on the City's design for this project, and to reconstruct the trail crossing in accordance with American Association of State Highway and Transportation Officials and/or WSDOT published standards to facilitate the trail use purposes under RCW 36.89.050. The City will own, operate and maintain the signal at the City's sole discretion.

6.6 The City agrees that Segment A, including the City's Real Property and ROW, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.

6.7 The City agrees that it will not limit or restrict access to and use of Segment A, including the City's Real Property and ROW by non-City residents in any way that does not also apply to City residents.

6.8 The City agrees that any and all user fees charged for use of Segment A, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.

6.9 The City agrees that it shall place the covenants in Paragraphs 6.4, 6.6, 6.7 and 6.8 in any deed transferring any portion of the City's Real Property.

7. OPERATIONS, MAINTENANCE AND LONG TERM OBLIGATIONS

7.1 After Final Acceptance, the County shall maintain the Project Improvements and operate that portion of Segment A within the boundaries of the City. For purposes of this section, "maintain" and "operate" includes the maintenance and operation activities identified and described in **Exhibit D**. The City is solely responsible for all maintenance and operations activities not identified and described, or specifically excluded in **Exhibit D** and all maintenance and operations activities that are not associated with the trail improvements, including the pedestrian activated signal for crossing Monster Road SW.

7.2 The County maintenance and operations activities shall be limited to the area shown in **Exhibit D** and generally described as a thirty foot corridor fifteen feet to either side on the trail center line.

8. PROJECT FUNDING

8.1 The County shall provide funding for design, construction, operations and maintenance of the Project.

8.2 The City shall provide funding for all of the City's obligations or activities under or related to this Agreement from the time of execution of this agreement forward, including but not limited to construction inspection, other administration or implementation expenses, and on all maintenance and operation activities except those identified in **Exhibit D**.

9. CONDITIONS PRECEDENT TO PROJECT DEVELOPMENT

9.1 The County's obligations related to finalizing design, permitting and construction of the Project under Sections 2 through 6 of this Agreement, and providing funding for same, are expressly subject to and contingent upon all of the following conditions precedent being satisfied to the County's satisfaction in its sole discretion (the "Project Conditions"):

(a) An Interagency Agreement being approved by the legislative authority of the City of Tukwila and executed by Tukwila and the County for the design, construction, operation and maintenance of the portion of Segment A that is within the City of Tukwila.

(b) The County, on behalf of the City of Tukwila, obtaining an executed permanent trail easement from BNSF on terms acceptable to the County.

(c) The County, on behalf of the City of Renton, obtaining an executed permanent trail easement from UPRR on terms acceptable to the County.

(d) The County and/or its Contractor obtaining all Permits necessary for Segment A.

9.2 If the County, in its sole discretion, determines that the Project Conditions have not been satisfied, the County shall notify the City in writing, and neither party shall have any further rights or obligations under this Agreement and this Agreement shall terminate.

10. LIABILITY

10.1 Each Party 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 suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind (“Claims”) arising out of, or in connection with, or incident to the breach of any warranty under this Agreement or the exercise of any right or obligation under this Agreement by the indemnifying Party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors and franchisees, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under 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 indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph 10.1 modifies or limits in any way the City's obligations in Paragraph 3.4.

10.2 The County's obligations in Paragraph 9.1 terminate upon the date the County fulfills all its obligations in Paragraph 6.2 (“Closeout Date”), with the exception of Claims filed with the clerk of the County Council under King County Code (“K.C.C.”) 2.21.070 or served on the clerk of the County Council under K.C.C. 2.04.010 prior to the Closeout Date or contract claims reserved under the terms of the applicable construction or design contract by the Contractor or by the County's design contractor, Parametrix, at the time of Final Acceptance of the applicable contract (“Reserved Claims”). If the County determines that Reserved Claims will exist at the Closeout Date, the County may, in its sole discretion, choose not to assign its contract warranties and/or its claims against the County's contractors under Paragraphs 6.2(f) and 6.2(g).

10.3 To the extent this Agreement is construed to be subject to RCW 4.24.115, the City's duties under this paragraph will extend only to the maximum extent permitted

by law or as defined by RCW 4.24.115, as now enacted or hereafter amended. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11. INSURANCE

11.1 Each Party shall maintain, for the duration of each Party's liability exposures under this Agreement, self-insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance of the work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.

11.2 King County, a charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program as defined in King County Code chapter 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures and that the County's self-insurance program meets the requirements of paragraph 10.1. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

11.3 The City is self-insured and will meet the requirements of paragraph 10.1. The City agrees, at its own expense, to maintain reserves or insurance coverage for all of its liability exposures for this Agreement. The County further acknowledges, agrees and understands that the City does not purchase Commercial General Liability insurance and is self-insured; therefore the City does not have the ability to add the County as an additional insured. The City participates in the State's worker's compensation program.

12. EFFECTIVE DATE/DURATION

12.1 This Agreement shall be effective upon signature by both Parties.

12.2 Unless expressly stated otherwise in this Agreement, the terms, covenants, representations and warranties contained herein shall continue in force unless both Parties mutually consent in writing to termination of this Agreement.

13. AUDITS AND INSPECTIONS

13.1 Until six (6) years after the effective date of this Agreement, unless the Agreement is terminated under Paragraph 9.2, 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.

14. NOTICE

14.1 Any notice provided for herein shall be sent to the respective Parties at:

King County:

Director's Office
King County Department of Natural
Resources and Parks
Rm 700, King Street Center
201 S. Jackson Street
Seattle, WA 98104

With a copy to:
King County Prosecuting Attorney's
Office
Attn: Chief Civil Deputy
516 Third Avenue W400
Seattle, WA 98104

City of Renton:

Administrator, Community Services
Parks and Trails Division
City of Renton
1055 South Grady Way
Renton, WA 98057

With a copy to:
Renton City Attorneys
1055 South Grady Way
Renton, WA 98057

15. MISCELLANEOUS PROVISIONS

15.1 Waiver. 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.

15.2 Force Majeure. If either Party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions, lawsuits filed challenging one or more Permits or other agreements necessary for implementation of the Project, and weather conditions.

15.3 Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

15.4 Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other Party.

15.5 Exhibits. All Exhibits referenced in this Agreement are incorporated by reference as if fully set forth.

15.6 Entire Agreement. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

15.7 Amendment. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

15.8 Relationship of the Parties. The Parties execute and implement this Agreement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

15.9 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

15.10 Survivability. The provisions of Paragraph 3.4 and Section 10 shall survive termination of this Agreement.

15.11 Authority. Each Party executing this Agreement represents that the Party has the authority to execute the Agreement and to comply with all terms of this Agreement.

Exhibits

Exhibit A: Legal Description for City of Renton Lake to Sound Trail Interagency Agreement

Exhibit B: Legal Description for Monster Road SW, Right of Way Lake to Sound Trail Interagency Agreement

Exhibit C: Lake to Sound Trail Segment A - Wetland Mitigation Maintenance Agreement

Exhibit D: Lake to Sound Trail Segment A - Operations and Maintenance Agreement

Exhibit E: Temporary Construction Easement and Amendment to Temporary Construction Easement

Exhibit F: Form of Restrictive Covenant – Lake to Sound Trail Segment A Restrictive Covenant

Exhibit G: Form of Bill of Sale – Lake to Sound Trail Segment A Quit Claim Bill of Sale

Exhibit H: Encumbrances on City’s Real Property – Lake to Sound Trail Project

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

KING COUNTY

CITY OF RENTON

for

DOW CONSTANTINE
King County Executive

DENIS LAW
Mayor

Date

Date

ATTEST:

Jason A. Seth, City Clerk

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City Attorney

Date

Date

EXHIBIT A**LEGAL DESCRIPTION FOR CITY OF RENTON
LAKE TO SOUND TRAIL INTERAGENCY AGREEMENT**

AN AREA OF LAND LYING WITHIN THOSE PARCELS DESCRIBED IN DEEDS FILED UNDER KING COUNTY RECORDING NO.'S 199205201349, 199406302135 AND 199301130109 ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13 TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF RENTON, KING COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 13 BEARS SOUTH 87°27'18" EAST A DISTANCE OF 2692.79 FEET; THENCE NORTH 33°47'56" EAST A DISTANCE OF 424.76 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREA OF LAND;

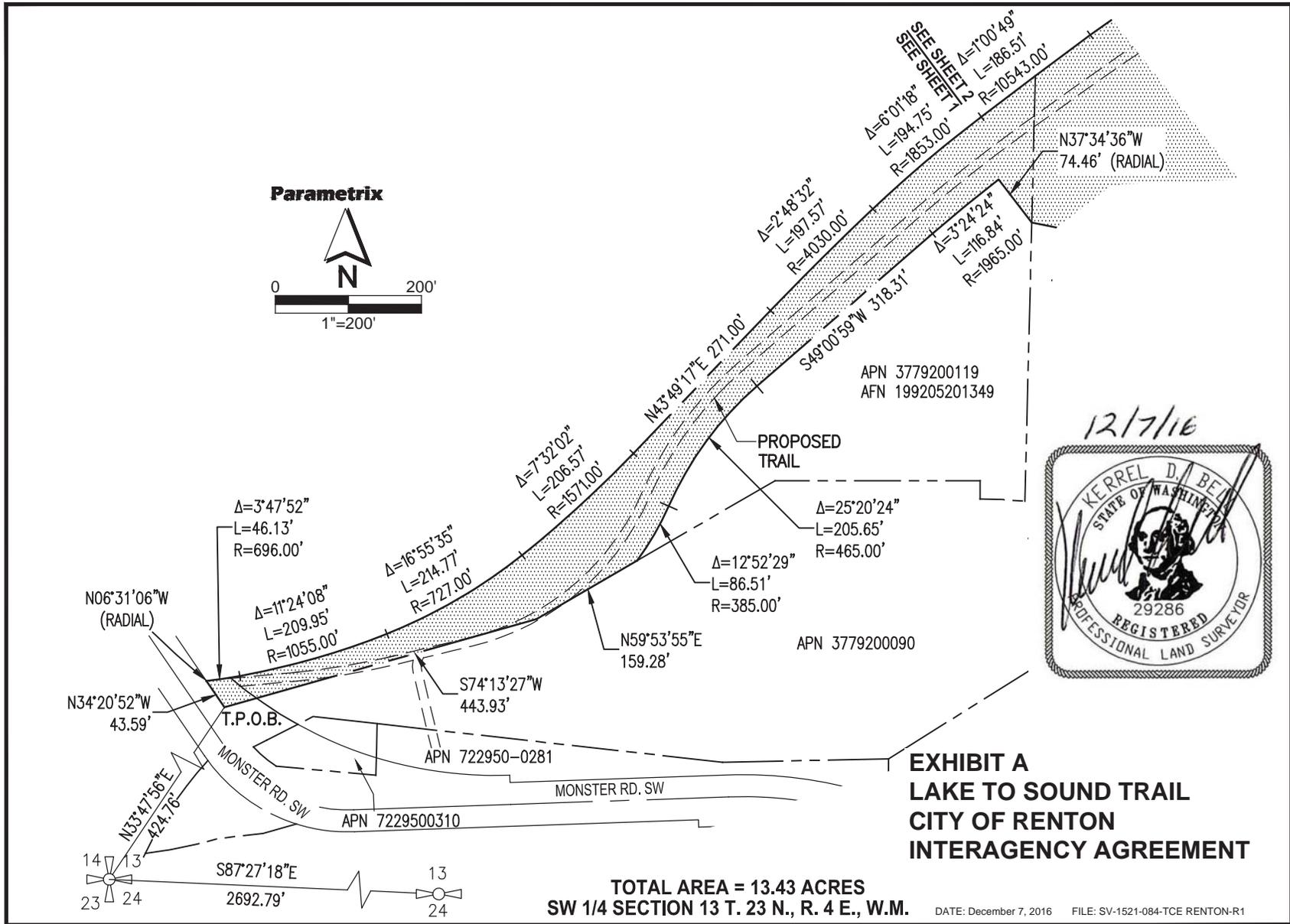
THENCE NORTH 34°20'52" WEST ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349 A DISTANCE OF 43.59 FEET; THENCE ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER RECORDING NO. 199205201349 THROUGH THE FOLLOWING FIFTEEN (15) COURSES:

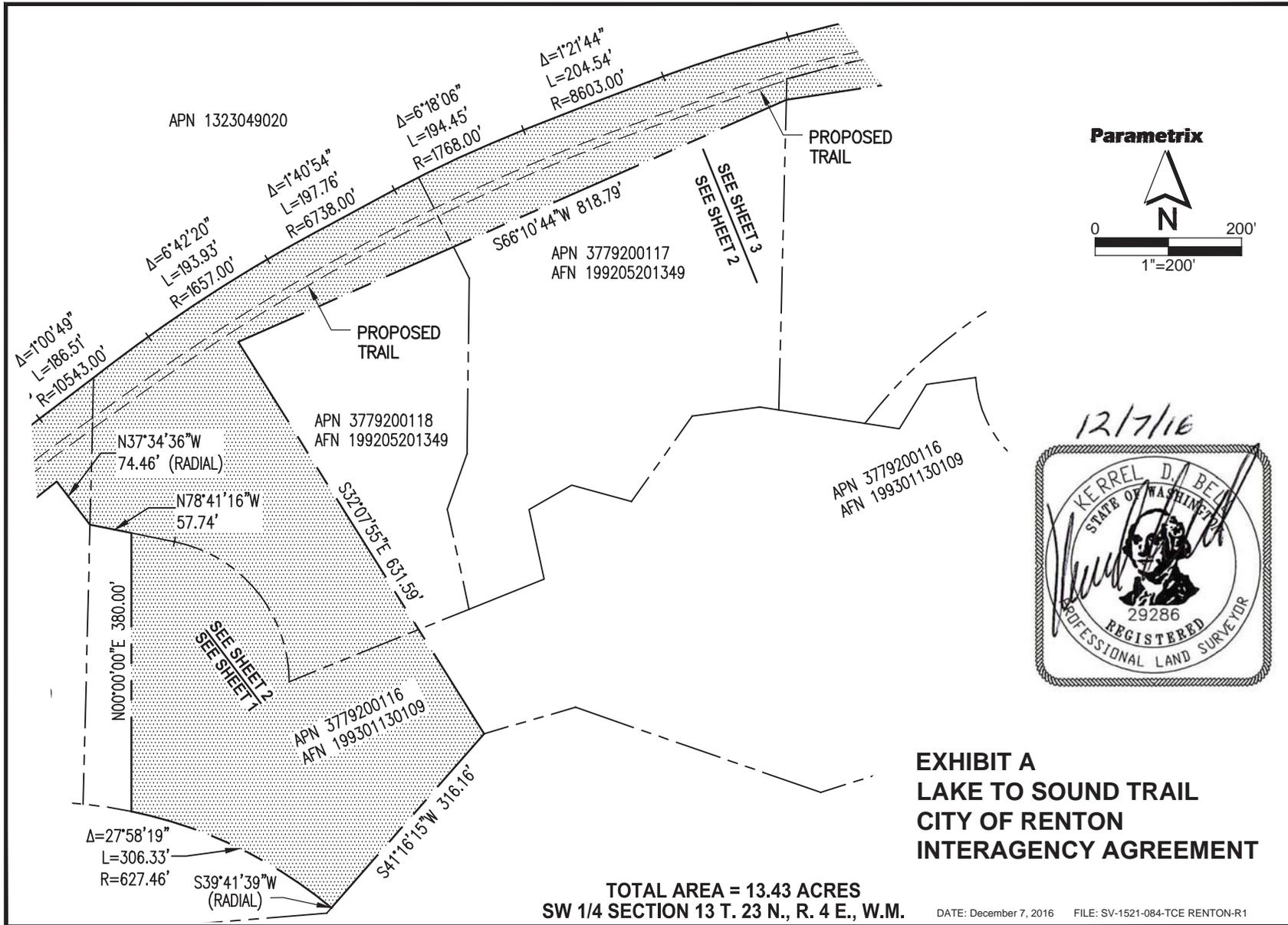
- 1) ALONG A 696.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 06°31'06" WEST THROUGH A CENTRAL ANGLE OF 3°47'52" FOR AN ARC LENGTH OF 46.13 FEET;
- 2) ALONG A 1055.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°24'08" FOR AN ARC LENGTH OF 209.95 FEET;
- 3) ALONG A 727.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°55'35" FOR AN ARC LENGTH OF 214.77 FEET;
- 4) ALONG A 1571.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°32'02" FOR AN ARC LENGTH OF 206.57 FEET;
- 5) NORTH 43°49'17" EAST A DISTANCE OF 271.00 FEET;
- 6) ALONG A 4030.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 2°48'32" FOR AN ARC LENGTH OF 197.57 FEET;
- 7) ALONG A 1853.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°01'18" FOR AN ARC LENGTH OF 194.75 FEET;
- 8) ALONG A 10,543.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°00'49" FOR AN ARC LENGTH OF 186.51 FEET;
- 9) ALONG A 1657.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°42'20" FOR AN ARC LENGTH OF 193.93 FEET;
- 10) ALONG A 6738.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°40'54" FOR AN ARC LENGTH OF 197.76 FEET;
- 11) ALONG A 1768.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°18'06" FOR AN ARC LENGTH OF 194.45 FEET;
- 12) ALONG A 8603.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°21'44" FOR AN ARC LENGTH OF 204.54 FEET;
- 13) ALONG A 1922.12 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°19'42" FOR AN ARC LENGTH OF 178.75 FEET;
- 14) ALONG A 2814.93 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°25'22" FOR AN ARC LENGTH OF 659.45 FEET;
- 15) ALONG A 1165.09 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7°48'53" FOR AN ARC LENGTH OF 158.91 FEET;

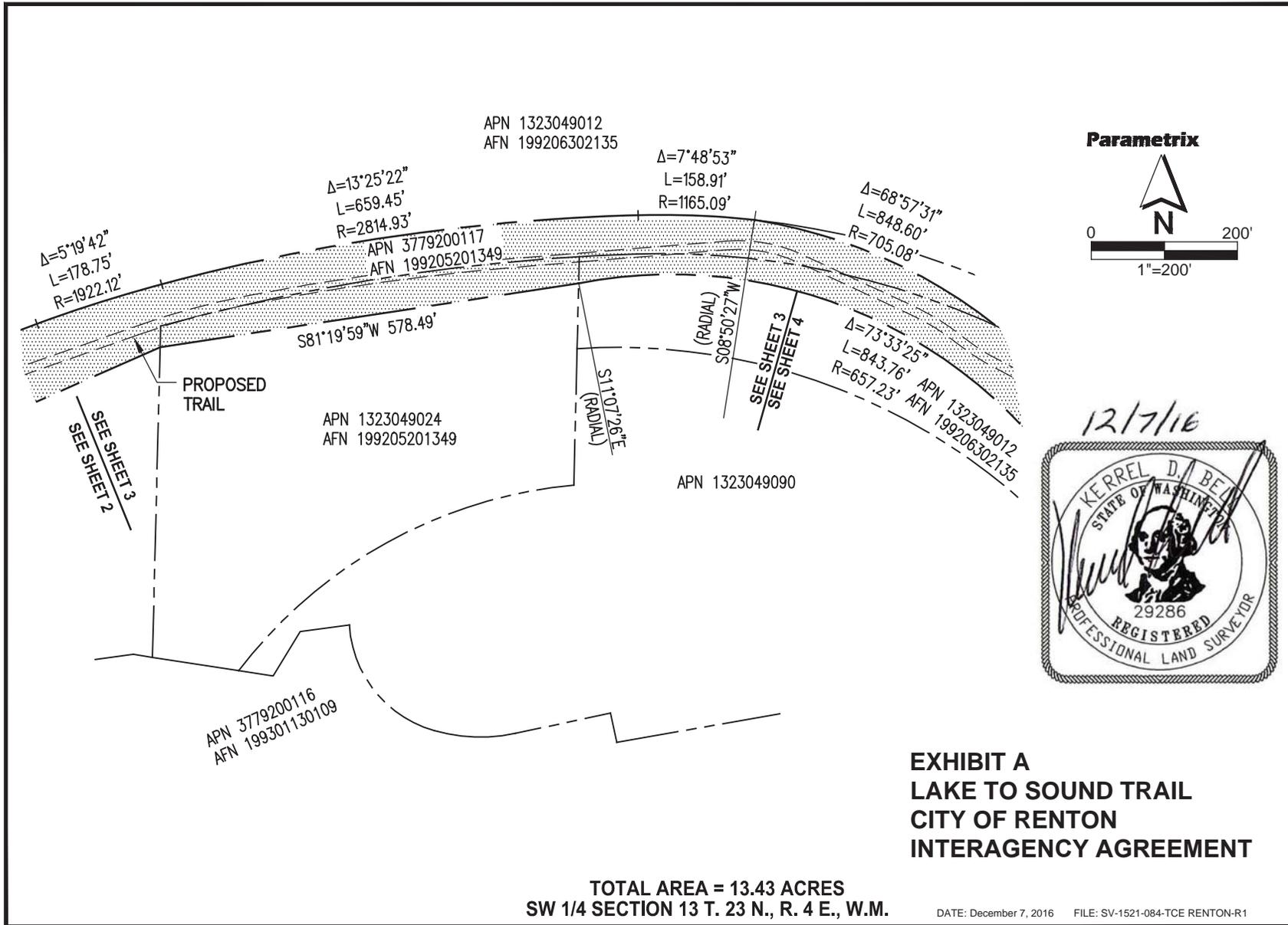
THENCE LEAVING SAID NORTH LINE ALONG A 705.08 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 08°50'27" WEST THROUGH A CENTRAL ANGLE OF 68°57'31" FOR AN ARC LENGTH OF 848.60 FEET; THENCE SOUTH 12°01'39" EAST A DISTANCE OF 238.86 FEET; THENCE SOUTH 77°33'04" WEST A DISTANCE OF 68.24 FEET; THENCE NORTH 14°22'42" WEST A DISTANCE OF 380.72 FEET; THENCE ALONG A 657.23 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 62°25'59" WEST THROUGH A CENTRAL ANGLE OF 73°33'25" FOR AN ARC LENGTH OF 843.76 FEET; THENCE SOUTH 81°19'59" WEST A DISTANCE OF 578.49 FEET; THENCE SOUTH 66°10'44" WEST A DISTANCE OF 818.79 FEET; THENCE SOUTH 32°07'55" EAST A DISTANCE OF 631.59 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199301130109; THENCE SOUTH 41°16'15" WEST ALONG SAID SOUTH LINE A DISTANCE OF 316.16 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE ALONG A 627.46 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 39°41'39" WEST THROUGH A CENTRAL ANGLE OF 27°58'19" FOR AN ARC LENGTH OF 306.33 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°00'00" EAST A DISTANCE OF 380.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349; THENCE NORTH 78°41'16" WEST ALONG SAID SOUTH LINE OF THE PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349 A DISTANCE OF 57.74 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 37°34'36" WEST A DISTANCE OF 74.46 FEET; THENCE ALONG A 1965.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 37°34'36" EAST THROUGH A CENTRAL ANGLE OF 3°24'24" FOR AN ARC LENGTH OF 116.84 FEET; THENCE SOUTH 49°00'59" WEST A DISTANCE OF 318.31 FEET; THENCE ALONG A 465.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°20'24" FOR AN ARC LENGTH OF 205.65 FEET; THENCE ALONG A 385.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°52'29" FOR AN ARC LENGTH OF 86.51 FEET TO A POINT ON SAID SOUTH LINE OF THE PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349; THENCE SOUTH 59°53'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 159.28 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 74°13'27" WEST A DISTANCE OF 443.93 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 13.43 ACRES, MORE OR LESS;









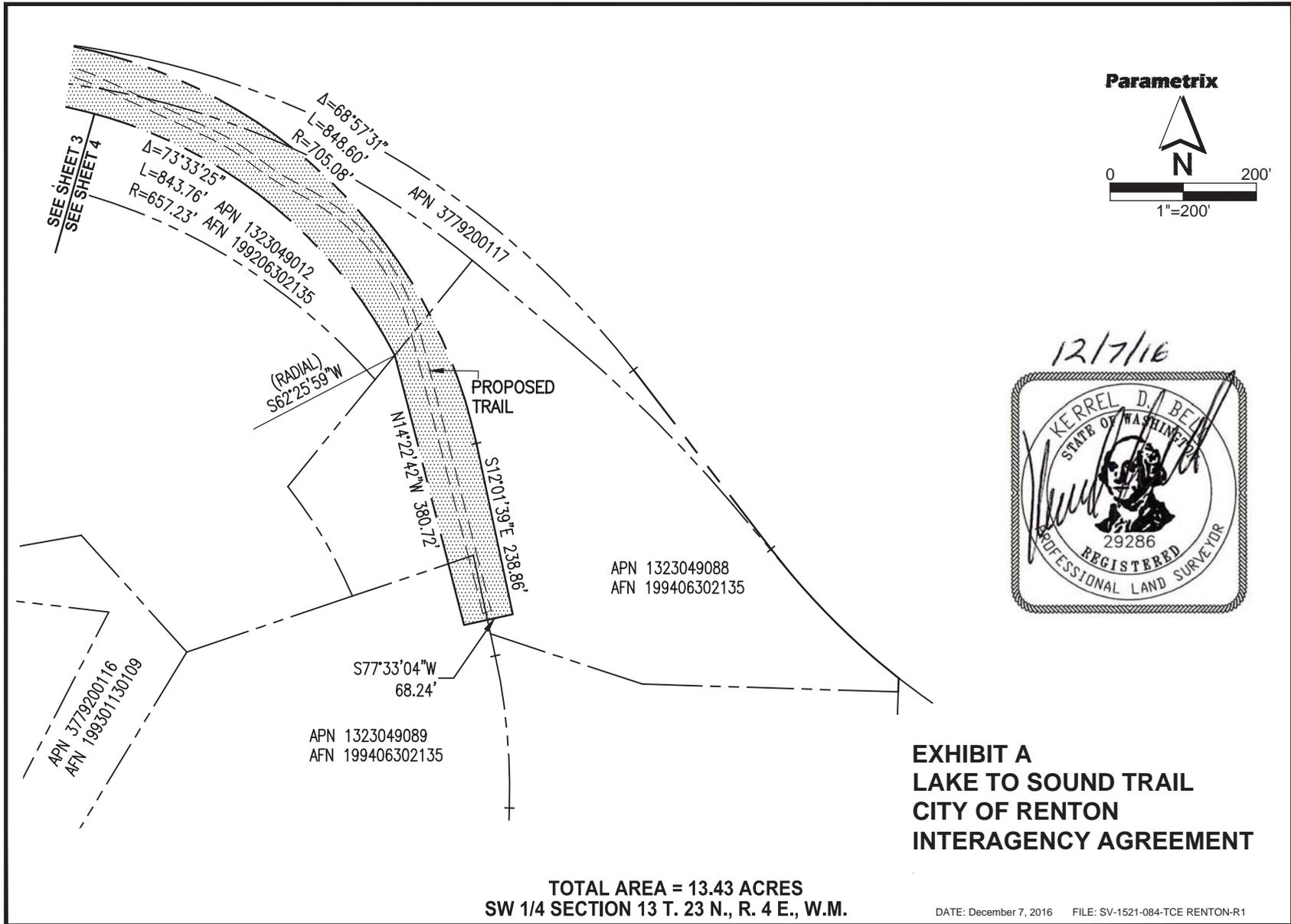


EXHIBIT B**LEGAL DESCRIPTION FOR MONSTER ROAD SW, RIGHT OF WAY
LAKE TO SOUND TRAIL INTERAGENCY AGREEMENT**

AN AREA OF LAND BEING PORTION OF THE MONSTER ROAD SW RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13 TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF RENTON, KING COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 59°22'18" EAST A DISTANCE OF 369.97 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID MONSTER ROAD SW RIGHT OF WAY AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREA OF LAND;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THROUGH THE FOLLOWING TWO (2) COURSES;

- 1) NORTH 74°10'49" A DISTANCE OF 17.51 FEET;
- 2) ALONG A 238.99 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 17°18'23" EAST THROUGH A CENTRAL ANGLE OF 12°33'24" FOR AN ARC LENGTH OF 52.38 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY THROUGH THE FOLLOWING SIX (6) COURSES:

- 1) ALONG A 86.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 12°57'26" WEST THROUGH A CENTRAL ANGLE OF 12°51'50" FOR AN ARC LENGTH OF 19.31 FEET;
- 2) NORTH 64°10'43" EAST A DISTANCE OF 18.79 FEET;
- 3) ALONG A 94.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°55'01" FOR AN ARC LENGTH OF 49.08 FEET;
- 4) NORTH 22°16'55" EAST A DISTANCE OF 29.91 FEET;
- 5) SOUTH 84°47'53" EAST A DISTANCE OF 62.65 FEET;
- 6) NORTH 01°17'04" EAST A DISTANCE OF 24.10 FEET TO A POINT ON THE NORTHERLY LINE OF SAID MONSTER ROAD SW RIGHT OF WAY;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH THE FOLLOWING THREE (3) COURSES:

- 1) ALONG A 560.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 16°57'02" EAST THROUGH A CENTRAL ANGLE OF 18°56'23" FOR AN ARC LENGTH OF 185.11 FEET;
- 2) SOUTH 01°59'21" EAST A DISTANCE OF 10.00 FEET;
- 3) NORTH 88°00'39" EAST A DISTANCE OF 81.93 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE SOUTH 01°59'21" EAST A DISTANCE OF 70.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF MONSTER ROAD SW; THENCE SOUTH 88°00'39" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 296.91 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OR WAY LINE ALONG A 248.99 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22°40'18" FOR AN ARC LENGTH OF 98.52 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 31,967 SQUARE FEET, (0.73 ACRES), MORE OR LESS



11-10-16

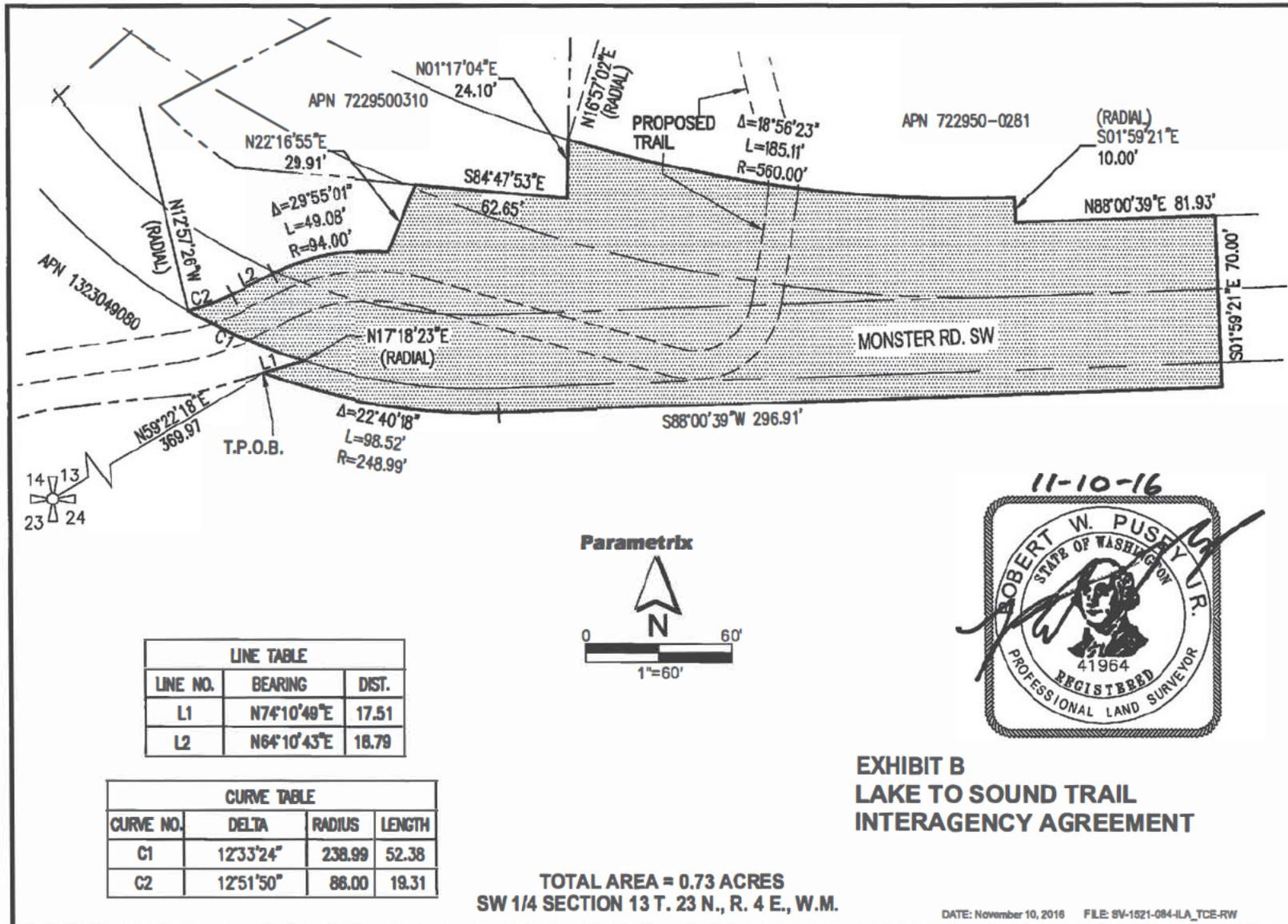


EXHIBIT C

LAKE TO SOUND TRAIL SEGMENT A Wetland Mitigation Maintenance Agreement

This Wetland Mitigation Maintenance Agreement (“Agreement”) is effective as of the ___ day of _____, 20___, and is made and executed by and between the City of Renton, a municipal corporation of the State of Washington (“City”) and King County, a political subdivision of the State of Washington (“County” or “County Parks”).

RECITALS

A. On _____, the City and the County entered into an Interagency Agreement (“IA”) in which the County agreed to fund and construct a 1.1-mile segment of what will ultimately be the sixteen-mile Lake to Sound Trail. Part of the 1.1-mile segment is on property owned by the City and is referred to as Segment A of the Lake to Sound Trail. Segment A extends from Naches Avenue SW within the Black River Riparian Forest (BRRF) to the Green River Trail in the City of Tukwila’s Fort Dent Park. The portion of Segment A within the boundaries of the City and subject to the IA is known as “the Project.” This Agreement is a part of that IA.

B. City holds fee simple title to the following properties: **Assessor’s Tax Parcel Nos.:** 3779200118, 3779200116 (“the Property”). Permit LUA15-000257 SSDP, S-CUP, S-V authorizes development of Segment A of the Lake to Sound Trail, and requires as a condition of development that mitigation be performed on wetlands located on the Property (“Wetland Mitigation Maintenance”).

C. The approved mitigation plan per Construction Permit #U16006840 includes enhancement of approximately 0.49 acre of wetland buffer and 0.60 acre of stream buffer at two designated mitigation sites (Exhibit A to Exhibit C). Impacts to Fish Conservation Areas, outside of wetland and stream buffers, will be compensated for with additional plantings where views toward the heron nesting colony are not already obscured by existing vegetation. Such plantings, combined with fence installation along the southern edge of the alignment of Segment A adjacent to the BRRF, are expected to reduce the potential for disturbance to wildlife in the natural area. The County will conduct all required Wetland Mitigation Maintenance on the Property.

D. The City agrees to grant the County access to the Property for the purpose of conducting the Wetland Mitigation Maintenance.

E. This Agreement sets forth the duties and responsibilities of the Parties related to Wetland Mitigation Maintenance on the Property.

F. Mitigation Goal and Objectives

Goal: Enhance 0.49 acre of wetland buffer and 0.60 acre of stream buffer to native forested upland.

Achievement of this goal is expected to increase the production of organic matter by planting trees and shrubs in the enhanced buffer; increase wildlife habitat; and improve biological diversity by planting with a variety of native riparian plant species.

- **Objective 1:** Establish a minimum of 0.49 acre of forested wetland buffer and 0.60 acre of forested stream buffer by planting native trees and shrubs.

Performance Standards:

- | | |
|--------|---|
| Year 1 | Survival of planted woody species in enhanced wetland buffer and stream buffer areas will be at least 80 percent. |
| Year 3 | Native woody species will achieve a minimum of 35 percent areal cover in the enhanced wetland buffer and stream buffer areas. |
| Year 5 | Native woody species will achieve a minimum of 60 percent areal cover in the enhanced wetland buffer and stream buffer areas. |

- **Objective 2:** Limit invasive non-native species throughout the mitigation site planting areas.

Performance Standard:

- | | |
|-----------|--|
| Years 1–5 | Himalayan blackberry, cutleaf blackberry (<i>Rubus laciniatus</i>), Scotch broom (<i>Cytisus scoparius</i>), butterfly bush, poison hemlock, Canada thistle (<i>Cirsium arvense</i>), bull thistle (<i>Cirsium vulgare</i>), and reed canary grass will not exceed 20 percent areal cover in all planting areas. |
|-----------|--|

- **Objective 3:** Provide upland wildlife habitat.

Performance Standard:

Increase in areal cover of native woody species in the planted buffer, as measured in Objective 1 to be used as a surrogate to indicate increasing habitat functions.

- **Objective 4:** Protect the mitigation site from anthropogenic disturbance.

Performance Standard:

- | | |
|-----------|---|
| Years 1–5 | Conduct yearly qualitative monitoring to assess the status of the sites during the five-year monitoring period for human disturbance, including but not limited to filling, trash, and vandalism. |
|-----------|---|

NOW, THEREFORE, and in consideration of the terms, conditions, and performances contained herein, the Parties mutually agree as follows:

AGREEMENT

The County shall conduct the following maintenance activities on the Property:

1. Maintenance Activities

A. Planting Areas

1. Weed Control

- a. County Parks will ensure the site is kept free of weeds and invasive vegetation. Areal coverage of non-regulated weeds and invasive vegetation shall not exceed 20 percent. There shall be zero tolerance for Regulated Class A, B, or C weeds as described in the King County Noxious Weed List. They shall be removed immediately upon identification. Current weed lists can be obtained at the following link:
<http://www.kingcounty.gov/environment/animalsAndPlants/noxious-weeds.aspx>
- b. Mechanical means of removal (i.e., hand removal) and Integrated Pest Management (IPM) Best Management Practices shall be used as alternatives to chemical treatment of weeds whenever feasible. The County IPM plan is described at the following link:
<http://www.kingcounty.gov/environment/animals-and-plants/noxious-weeds/weed-control-practices/ipm.aspx>
- c. County Parks shall use chemical applications only as a last resort and only after other methods of weed control are proven ineffective. For protection of water quality, even when outside aquatic areas, only chemical products as defined by the Washington State Department of Ecology Aquatic Pesticide Permit may be used. The current list of products approved for use by the Washington State Department of Ecology are listed here:
<http://www.ecy.wa.gov/programs/wq/pesticides/regpesticides.html>

2. Plant Removal and Installation

Dead plants will be removed from sites and all debris removed from the property and managed in accordance with all local, state, and federal regulations. Except for specific noxious weed species for which disposal in a landfill is required, all vegetative matter shall be composted at a permitted compost facility. All dead and downed woody material will be left in place to provide microhabitats for wildlife.

New plants shall be installed as needed to meet the Performance Standard requirements above. All plants shall be sourced locally from growers within 100 miles of King County.

3. Pruning

Planting sites with native shrubs and trees shall only be pruned if they encroach on adjacent private properties or right-of-way (i.e., roads or trails). Unless otherwise specified by the City, native shrubs and trees adjacent to regional trails shall be maintained to keep a minimum five-foot clear zone from the edge of pavement. All debris from pruning shall be removed from the property at the end of each work day and disposed of offsite.

4. Watering

County Parks will be responsible for watering mitigation sites planted less than three years at least one time each month starting in May through October. County Parks will determine if additional water days are needed to maintain plant health.

The proposed watering design contains a mix of irrigated (larger more remote) and non-irrigated (close to trail, accessible by water truck) areas. Currently, there is no existing irrigation system located within the Project. The proposed plans show a temporary irrigation system for the larger, more remote areas. The areas that do not have a proposed temporary irrigation system (screen plantings easily accessible from the road) shall be watered using a water truck or similar technique. Access for vehicles and heavy equipment will be from the east side of Monster Road SW at the pullout north of the Black River or from Naches Avenue SW.

When feasible County Parks will use reclaimed water for watering. Water will be acquired from the County Pumping Station located at 5500 Monster Road SW. After irrigation systems are installed, County Parks personnel will set clocks, adjust irrigation heads for maximum coverage, and adjust watering schedules for areas receiving too little or too much water.

5. Fertilizing

County Parks will avoid the use of chemical fertilizers if possible, and may elect to use either chemical or natural fertilizers to help enhance plant survivability. If fertilizers are used, natural time-release products are recommended.

County Parks will adhere to the following Washington Department of Ecology Best Management Practices for fertilizer use –

<http://www.ecy.wa.gov/programs/wq/plants/algae/lakes/BestManagementPractices.html>:

- Test soil at mitigation areas to determine how much fertilizer to apply;
- Water mitigation areas after fertilizing, but do not allow excess water to run off into surface waters;
- Sweep up any excess fertilizer which is spilled on hard surfaces such as walks and driveways;
- Do not spread fertilizer within 75 feet of surface waters or wetlands;
- Use a "drop" spreader and not a "cyclone" spreader to reduce the chances of getting fertilizer in surface water.

6. Mulching

County may elect to apply mulch to the sites to minimize weeds and help retain moisture. County Parks will be responsible for the type and depth of mulch for each site, but desired depth is typically three to six inches.

7. Animal Protection

The County may elect to apply animal repellent or install protective barriers around trees, shrubs, and other plants being browsed, grazed, or otherwise destroyed by animals such as deer, elk, or beaver. All protection methods used shall be in compliance with the Washington State Department of Fish and Wildlife guidelines. Some examples of acceptable methods include application of the repellent Plant-skydd® or installation of wire mesh fencing around the bases of trees. Current guidelines for various species can be found at the following link:

<http://wdfw.wa.gov/living/mammals.html>.

B. Trash Removal and Debris Control

The Mitigation areas for which County Parks has responsibility shall be inspected during each visit to ensure that debris such as bottles, paper, cartons, and similar foreign matter are disposed of to keep the grounds in a neat appearing condition. Readily recyclable materials shall be recycled whenever possible. Except for specific noxious weed species for which disposal in a landfill is required, all vegetative matter shall be composted at a permitted compost facility. All materials removed from sites shall be managed in accordance with all local, state, and federal regulations.

C. Insect and Disease Control

Chemical treatments to control pests and disease shall be avoided if alternative maintenance activities can reduce pest populations. However, if such maintenance methods are not successful, County Parks may elect to use chemical treatments. Only chemical products defined by the Washington State Department of Ecology Aquatic

Pesticide Permit shall be used and the County will review those products per the standards of its IPM standards.

D. Traffic Control

Maintenance activities shall be performed in ways that do not block the trail or otherwise disrupt bicyclists and other trail users. If maintenance activities are expected to result in partial trail blockages or disruptions, County Parks will seek to minimize the time of disruption and shall clearly delineate the area with traffic cones or other cautionary signage devices.

E. Inspections

After construction of mitigation areas is completed, an “as-built” mitigation report will be submitted to the City within one month of installation. County Parks will perform post-construction monitoring of the mitigation areas for a five-year period using qualified biologists. County Parks will perform monitoring quarterly the first year and annually for subsequent years to ensure that the goals and objectives of the mitigation are being met.

County Parks will submit reports quarterly for the first year and annually for the next four (4) years following construction of the mitigation areas. County Parks will perform any subsequent reporting, if necessary, to document milestones, successes, problems and contingency actions of the compensatory mitigation. County Parks will send monitoring reports to the agency requiring monitoring reports by February 15 of the following year.

The Administrator of the City’s Department of Community and Economic Development or designee has the authority to modify or extend the monitoring period and require additional monitoring reports for up to five additional years (for a total of ten years) if the mitigation sites are not meeting performance standards. If such modifications or extensions are made, County Parks will implement contingency measures identified in Table 6-1 of Section 6.3 of the Lake to Sound Trail – Segment A Final Critical Area Study.

2. Access

A. In accordance with Section 3.1(c) of the IA, the City hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractor and subcontractors performing work on behalf of the County the non-exclusive right and license to enter onto the Property for the purpose of conducting the activities identified in Section 1. This right and license shall begin upon the effective date of this Agreement and continue until the end of the required monitoring period.

B. In the performance of the maintenance and monitoring activities listed in Section 1 above, the County is not required to provide notice or request permission from the City for access unless these activities require trail closure, as described in Section 4.

C. Each Party shall coordinate and share with the other Party any locking devices on bollards, gates, and other features, such that each Party has access to perform its responsibilities pursuant to this Agreement.

D. The rights which the City grants to the County under this Agreement are in the nature of revocable licenses for access and for the other purposes described herein. Nothing in this Agreement is intended to convey any right, title, or interest in the real property which is the subject of this Agreement, and nothing in this Agreement shall be construed to convey any such interest.

E. Vehicular and heavy equipment shall be limited to a point of access at the east side of Monster Road SW at the pullout north of the Black River or from Naches Avenue SW.

3. Contact Information

A. All correspondence related to this Agreement shall be through the following designated contacts. All communication regarding this Agreement shall reference the agreement name “Lake to Sound Trail Segment A – Wetland Mitigation Maintenance Agreement” and execution date.

King County and City of Renton formal points of contact are as follows:

KING COUNTY: Don Harig
Parks Operations Manager
3005 NE 4th St.
Renton, WA 98056
(206) 477-6140
Don.Harig@kingcounty.gov

CITY OF RENTON: Cailín Hunsaker, Parks and Trails Director
Community Services Department
Renton City Hall, 6th Floor
1055 South Grady Way
Renton, WA 98057
(425) 430-6606
chunsaker@rentonwa.gov

Inspections: Matthew Herrera, Senior Planner
Community and Economic Development Department
Renton City Hall, 6th Floor
1055 South Grady Way
Renton, WA 98057
(425) 430-6593
mherrera@rentonwa.gov

B. From time to time, contact information may change. Any change or update to contact information made a part of Section 3.A shall be provided to the other Party by electronic mail notification. The Party in receipt of the change will confirm receipt of the change by electronic mail back to the initiating Party.

4. Trail Closure or Significant Work

A. Should Segment A need to be closed temporarily for routine maintenance lasting less than a sixty minute period, no notification to the other Party is necessary. Should a longer closure of Segment A be necessary by either Party, advance written notification of seven calendar days shall be given to the other Party and a detour for public use will be implemented, if practicable. Closures requested by the County shall be subject to review and written or electronic concurrence by the City. Closures requested by the City shall be subject to County notification.

B. The City reserves the right to close all or part of the Trail unilaterally should the Trail pose a threat to the traveling public. The County has the unilateral right to temporarily close all or part of the Trail to the public with subsequent notification to the City if in the County's judgment trail conditions pose a potential hazard to the public.

5. Amendments

Modification of this Agreement may only be made by amendment or supplement as mutually agreed to in writing and signed by each Party.

IN WITNESS WHEREOF, the City and the County have executed this Agreement on the date set forth above.

CITY OF RENTON, a
Washington State municipal corporation

By _____
Name: Denis Law
Its: Mayor

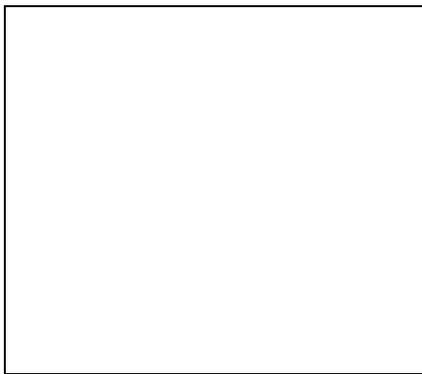
ATTEST:

Jason A. Seth, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Denis Law 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 RENTON, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

KING COUNTY, a
Political subdivision of the State of Washington

By _____
Name _____
Its _____

CONSTRUCTION NOTES:

- 1 MITIGATION CLEARING AND GRUBBING, STAKE OR FLAG PROPOSED PLANTING AREA LIMITS FOR APPROVAL OF PROJECT REPRESENTATIVE PRIOR TO STARTING CLEARING WORK. CLEAR AND GRUB ROOTS AND REMOVE AND DISPOSE OF ALL UNWANTED VEGETATION IN THIS PLANTING AREA. LEAVE SOIL IN PLACE. SEE SPECIFICATION FOR LIST OF UNWANTED VEGETATION.
- 2 COMPOST. PLACE 3" LAYER COMPOST OVER THE ENTIRE SURFACE OF THIS PLANTING AREA.
- 3 WOOD CHIP MULCH. PLACE 3" LAYER WOOD CHIP MULCH OVER THE ENTIRE SURFACE OF THIS PLANTING AREA.
- 4 SITE ACCESS. RESTORE AREA AFTER CONSTRUCTION PER THE REQUIREMENTS OF NOTE #9 OF THE PLANTING NOTES ON SHEET MP-6.

GENERAL NOTES:

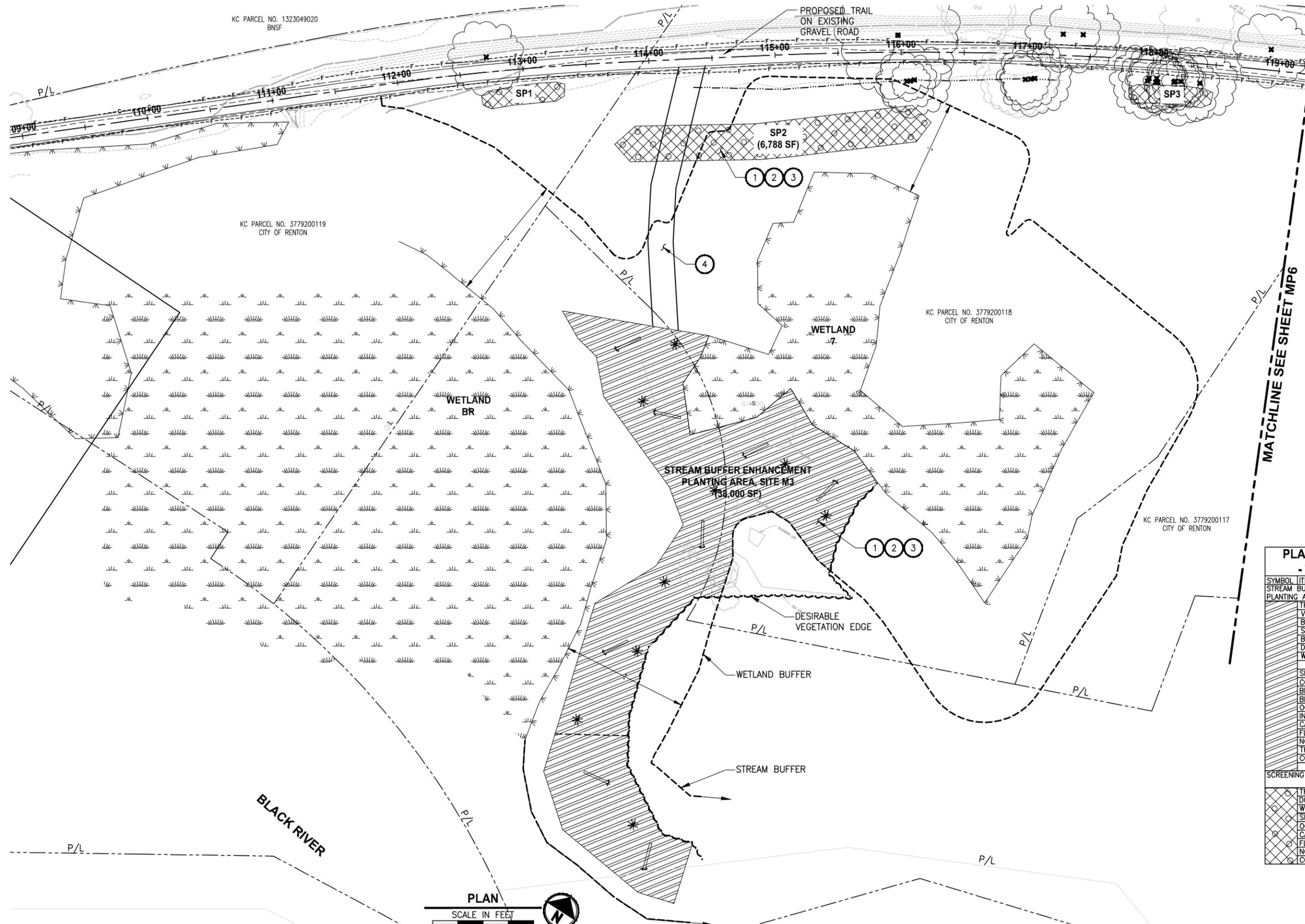
1. SEE SHEET MP6 AND FOR PLANTING DETAILS AND REQUIREMENTS.
2. LOOSEN ANY SOILS IN PLANTING AREAS COMPACTED BY CONSTRUCTION ACTIVITIES BY RIPPING OR TILLING THE AREA TO A DEPTH OF 24".
3. PLANTING AREA LIMITS AND INTERPLANTING LOCATIONS SHALL BE STAKED IN THE FIELD AND APPROVED BY PROJECT REPRESENTATIVE PRIOR TO PLANTING.
4. ALL PLANTS TO BE SAVED AND PROTECTED WITHIN CLEARING AND GRUBBING AREAS WILL BE FLAGGED BY PROJECT REPRESENTATIVE. NOTIFY ENGINEER 5 DAYS PRIOR TO START OF CLEARING ACTIVITY. USE ONLY HAND TOOLS AND METHODS WHEN WORKING INSIDE THE DRIPLINE AREA OF EXISTING TREES AND SHRUBS.
5. PLANT DEBRIS FROM REMOVAL OF INVASIVE PLANTS OR PRUNING SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.

LEGEND:

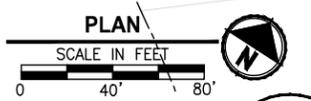
- - - - - URBAN CONSERVANCY BUFFER
- - - - - WETLAND BOUNDARY
- - - - - ORDINARY HIGH WATERLINE
- - - - - DESIRABLE VEGETATION EDGE
- ☼ EXISTING TREES
- ☼☼ EXISTING TREES TO BE REMOVED
- ☼ HABITAT LOG, SEE SHEET MP-6
- ☼ BRUSHPILE, SEE SHEET MP-6

PLANTING QUANTITY TAB - THIS SHEET ONLY -

SYMBOL	ITEM	QUANTITY		
	STREAM BUFFER ENHANCEMENT	M3		
	PLANTING AREA	38,000 SF		
TREES - SPACE 12' O.C.				
	VINE MAPLE	30		
	BIG LEAF MAPLE	61		
	SITKA SPRUCE	15		
	BLACK COTTONWOOD	46		
	DOUGLAS FIR	76		
	WESTERN RED CEDAR	15		
SHRUBS - SPACE 4' O.C.				
	CORNUS SERICEA	107		
	BEAKED HAZELNUT	107		
	BLACK HAWTHORN	107		
	OCEAN SPRAY	107		
	INDIAN PLUM	213		
	CALIFORNIA WAX MYRTLE	320		
	FLOWERING RED CURRANT	107		
	NOOTKA ROSE	320		
	THIMBLEBERRY	107		
	COMMON SNOWBERRY	320		
SCREENING PLANTING AREA				
	SP1	SP2 6,788 SF	SP3	
TREES - SPACE 10' O.C.				
	DOUGLAS FIR	2	22	2
	WESTERN RED CEDAR	3	12	2
SHRUBS - SPACE 4' O.C.				
	OCEAN SPRAY	-	20	-
	CALIFORNIA WAX MYRTLE	-	20	-
	FLOWERING RED CURRANT	-	20	-
	NOOTKA ROSE	-	20	-
	COMMON SNOWBERRY	-	20	-



MATCHLINE SEE SHEET MP6



PATH: C:\PWA\Temp\Publish_7760 PLOTTED BY: broadbot DATE: Wednesday, December 21, 2016 1:35:08 PM LAYOUT: MP5

CITY OF RENTON LUA15-00257 SSDP, S-CUP, AND S-V

REVISIONS	DATE	BY	DESIGNED
			J. SWENSON
			J. SWENSON
			O. KIKUTA

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY
 FILE NAME: BL1521084PAT01200C-MP
 JOB No. 554-1521-084 (A/2C)
 DATE: DECEMBER 2016

STATE OF WASHINGTON LICENSED LANDSCAPE ARCHITECT
DRAFT
 JENS SWENSON
 LICENSE NO. 656

Parametrix
 ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES
 411 1087 AVENUE N.E. SUITE 1800
 ELLEVILLE, WASHINGTON 98004
 T: 425.458.4200 F: 425.458.6100
 WWW.PARAMETRIX.COM

PROJECT NAME
LAKE TO SOUND TRAIL SEGMENT A
 GREEN RIVER TRAIL TO NAHOKES AVE S

100% REVIEW SUBMITTAL FOR RENTON NOT FOR CONSTRUCTION

MITIGATION PLAN EXHIBIT A to EXHIBIT C

DRAWING NO. 52 OF 65
MP5

EXHIBIT D

**LAKE TO SOUND TRAIL SEGMENT A
Operations and Maintenance Agreement**

This Operations and Maintenance Agreement (“Agreement”) is effective as of the ___ day of _____, 20___, and is made and executed by and between the City of Renton, a municipal corporation of the State of Washington (“City”) and King County, a political subdivision of the State of Washington (“County” or “County Parks”).

RECITALS

- A. On _____, the City and the County entered into an Interagency Agreement (“IA”) in which the County agreed to fund and construct a 1.2-mile segment of what will ultimately be the 16-mile Lake to Sound Trail. Part of the 1.2-mile segment is on property owned by the City and is referred to as Segment A of the Lake to Sound Trail. Segment A extends from Naches Avenue SW, within the Black River Riparian Forest to the Green River Trail in the City of Tukwila’s Fort Dent Park. The portion of Segment A within the boundaries of the City and subject to the IA is known as “the Project.” This Agreement is a part of that IA.
- B. The City holds fee simple title to the following properties: **Assessor’s Tax Parcel Nos.:** 3779200119, 3779200118, 3779200117, 3779200116, 1323049024, 1323049012, 1323049088 and 1323049089 (“the City’s Real Property”). The County will maintain the Project improvements and operate that portion of Segment A within the boundaries of the City. The area to be operated and maintained is depicted in **Exhibit A** to this Agreement and is generally defined as the area fifteen (15) feet to the left and right of Segment A centerline or a 30 foot wide corridor.
- C. The City agrees to grant the County access to the City’s Real Property for the purpose of conducting Operations and Maintenance of Segment A.
- D. This Agreement sets forth the duties and responsibilities of the Parties related to Operations and Maintenance on the City’s Real Property.

NOW, THEREFORE, and in consideration of the terms, conditions, and performances contained herein, the Parties mutually agree as follows:

AGREEMENT

1. The County shall conduct the following Maintenance Activities within the 30 foot trail corridor on the City's Real Property:

- A. Trail Maintenance – trimming, edging, mowing, sweeping, blowing and removal of debris. Removal of litter on or adjacent to trail as well as periodic pavement cleaning. Removal of litter from receptacles along the trail, brushing, invasive plant/weed removal, repairs to surface or subgrade, concrete repairs, maintenance and/or repair of retaining walls, grading of gravel surfaces, periodic inspection.
- B. Bridge Maintenance and Inspection – spall repair and handrail repair as well as maintenance below the bridge deck; periodic removal of debris from bridge abutment and brushing as needed. Safety inspections by a County Bridge Inspection Team shall be conducted on a no less than every four year cycle.
- C. Vandalism Repair and Graffiti Removal – repair trail infrastructure and remove graffiti from bollards, litter receptacles, benches, fences, trail surface, bridge surfaces, interpretive signs and other trail amenities within the project limits.
- D. Trail accessory maintenance – replace and/or repair bollards, gates, litter receptacles, signage and other trail amenities as needed.
- E. Drainage structure maintenance – maintain surface facilities constructed by the project. Clean, maintain, repair and replace catch basins, culverts and other permanent drainage facilities installed as part of the trail project.
- F. Erosion and slope stabilization – maintain and repair any erosion control measures that are related to the project including seeding, erosion control blankets and other surface best management practices.
- G. Landscaping – routine care of plant beds, plantings, ornamental trees and shrubs, and prepared turf areas including screening planting and buffer vegetation – maintenance of buffer vegetation conservation plantings (BVC1-3) as well as screening planting areas (SP1-12) plantings installed by the County as part of the project, removal of problem trees or vegetation.

- H. Temporary irrigation system – inspection, operation, maintenance and repair of temporary irrigation equipment installed by the project for plant establishment.
 - I. Public Relations – interact with the public to provide information and assistance.
 - J. Routine Patrol of Wetland Mitigation Sites – routinely patrol that portion of the City’s Real Property designated as wetland mitigation sites in Exhibit A to Exhibit C to the IA for the presence of illegal encampments and promptly notify City of any observed illegal encampments. The removal of unauthorized encampments including notification and removal of unauthorized transient encampments, located within the City’s Real Property is otherwise specifically **excluded** from the O & M responsibilities of the County.
2. Failure to Maintain. If County Parks refuses or neglects to repair, replace, or maintain the Segment A, or any part thereof, the City shall provide County Parks reasonable written notice of the need for additional repair, replacement, or maintenance actions and shall provide the County three days to respond to this notice. If the County fails to respond to the City’s notice and fails to conduct the needed repair, replacement or maintenance actions, the City may make such repairs or perform such maintenance on behalf of and for the account of County Parks. If the City makes or causes any such repairs to be made or performed, as provided for herein, County Parks shall pay the cost thereof (including, but not limited to, the cost of labor, material and equipment) to the City promptly upon receipt of an invoice therefor. However, if the Parties do not agree about what repair, replacement or maintenance actions are necessary and warranted, the Parties shall attempt to resolve the dispute. If the Parties are unable to resolve the dispute, the Parties shall engage in some mutually acceptable form of Alternative Dispute Resolution, such as mediation or arbitration. The Parties agree that a good-faith attempt to resolve any dispute through ADR shall be a condition precedent for either Party to initiate any civil action or other litigation regarding this Agreement.
3. The City shall conduct the following maintenance activities on the City’s Real Property:
- A. Abatement of illegal encampments, as follows:
 - 1. On the City’s Real Property except within those portions designated as wetland mitigation sites in Exhibit A to Exhibit C to the IA: The City shall conduct routine patrols to locate and remove such encampments.
 - 2. Within those portions of the City’s Real Property designated as wetland mitigation sites in Exhibit A to Exhibit C to the IA: The City

shall remove such encampments if notified by the County of the presence of such encampments or if the City observes such encampments.

- B. Perform on-going maintenance activities within City right-of-way, including operation and maintenance of the pedestrian activated signal for the Monster Road SW trail crossing.

4. Illegal Encampments in Wetland Mitigation Sites

If there are illegal encampments within those portions of the City's Real Property designated as wetland mitigation sites in Exhibit A to Exhibit C to the IA, the City shall be responsible for removal or ejection of these illegal encampments. The County shall be solely responsible for any restoration of wetland mitigation sites that result from illegal encampments. The County agrees not to seek any recovery or compensation from the City for damage to the mitigation sites caused by the illegal encampments or caused by reasonable actions taken by the City to remove the illegal encampments.

5. Access

- A. In accordance with Section 3.1(d) of the IA, the City hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing work on behalf of the County the non-exclusive right and license to enter onto the City's Real Property for the purpose of conducting the activities identified in Section 1. This right and license shall begin upon the effective date of this Agreement and in perpetuity.
- B. In the performance of the operations and maintenance activities listed in Section 1 above, the County is not required to provide notice or request permission from the City for access unless these activities require trail closure, as described in Section 4.
- C. Each Party shall coordinate and share with the other Party any locking devices on bollards, gates, and other features, such that each Party has access to perform its responsibilities pursuant to this Agreement.
- D. The rights which the City grants to the County under this Agreement are in the nature of personal licenses for access and for the other purposes described herein. Nothing in this Agreement is intended to convey any right, title, or interest in the real property which is the subject of this Agreement, and nothing in this Agreement shall be construed to convey any such interest.

- E. Vehicular and heavy equipment shall be limited to a point of access at the east side of Monster Road SW at the pullout north of the Black River or from Naches Avenue SW.
6. Contact Information
- A. All correspondence related to this Agreement, shall be through the designated contacts. All communication regarding this Agreement shall reference the agreement name “Lake to Sound Trail Segment A - Operations and Maintenance Agreement” and execution date.

The City of Renton and King County formal point of contacts are as follows:

KING COUNTY: Don Harig
King County Parks
201 S. Jackson St. Suite 700
Seattle, WA 98104
(206) 477-6140
don.harig@kingcounty.gov

CITY OF RENTON: Cailín Hunsaker, Parks and Trails Director
Community Services Department
Renton City Hall, 6th Floor
1055 South Grady Way
Renton, WA 98057
(425) 430-6606
chunsaker@rentonwa.gov

- B. From time to time, contact information may change. Any change or update to contact information made a part of Section 4.A shall be provided to the other Party by electronic mail notification. The Party in receipt of the change will confirm receipt of the change by electronic mail back to the initiating Party.
7. Trail Closure or Significant Work
- A. Should the Trail need to be closed temporarily for routine maintenance lasting less than a 60 minute period, no notification to the other Party is necessary. Should a longer closure of the Trail be necessary by either Party, advance written notification of seven calendar days shall be given to the other Party and a detour for public use will be implemented, if practicable. Closures requested by the County shall be subject to review and written or

electronic concurrence by the City. Closures requested by the City shall be subject to County notification.

- B. The City reserves the right to close all or part of the Trail unilaterally should the Trail pose a threat to the traveling public. The County has the unilateral right to temporarily close all or part of the Trail to the public with subsequent notification to the City if in the County's judgment trail conditions pose a potential hazard to the public.
8. Amendments
- A. Modification of this Agreement may only be made by amendment or supplement as mutually agreed to in writing and signed by each Party.
 - B. If this Agreement is terminated pursuant to Section 9, each party will operate and maintain the portions of the trail that are under their ownership as indicated in the Recitals, Section B. and as shown in Exhibit A attached to this agreement.
9. Performance after January 1, 2021
- A. Through December 31, 2020, the County's obligations under this Agreement shall not be affected by the outcome of any parks, trails or open space levies.
 - B. If the King County voters approve a parks replacement levy in 2019, then the County's obligations shall continue after December 31, 2020.
 - C. If the King County voters do not approve a parks replacement levy in 2019, the County shall in good faith attempt to identify alternative funding for its obligations under Sections 1, 2, and 4 of this Agreement. If the County has identified such alternative funding by July 31, 2020, the County's obligations shall continue after December 31, 2020. If the County has not identified such alternative funding by July 31, 2020, the County and City shall negotiate in good faith the performance and funding of the obligations set forth in Sections 1, 2, and 4 of this Agreement for the period after December 31, 2020. If, prior to Parties reaching a negotiated outcome, the County ceases performing or funding any of its obligations under Sections 1, 2, or 4 of this Agreement, the City shall be released from its obligations.
 - D. King County funding in support of this Agreement beyond the 2019-2020 biennium is conditioned upon appropriation by the County Council of sufficient funds to undertake the activities described in this Agreement. The

sufficiency of any such appropriation shall be determined by the County in its sole discretion. Should such an appropriation not be approved, this Agreement shall terminate December 31, 2020.

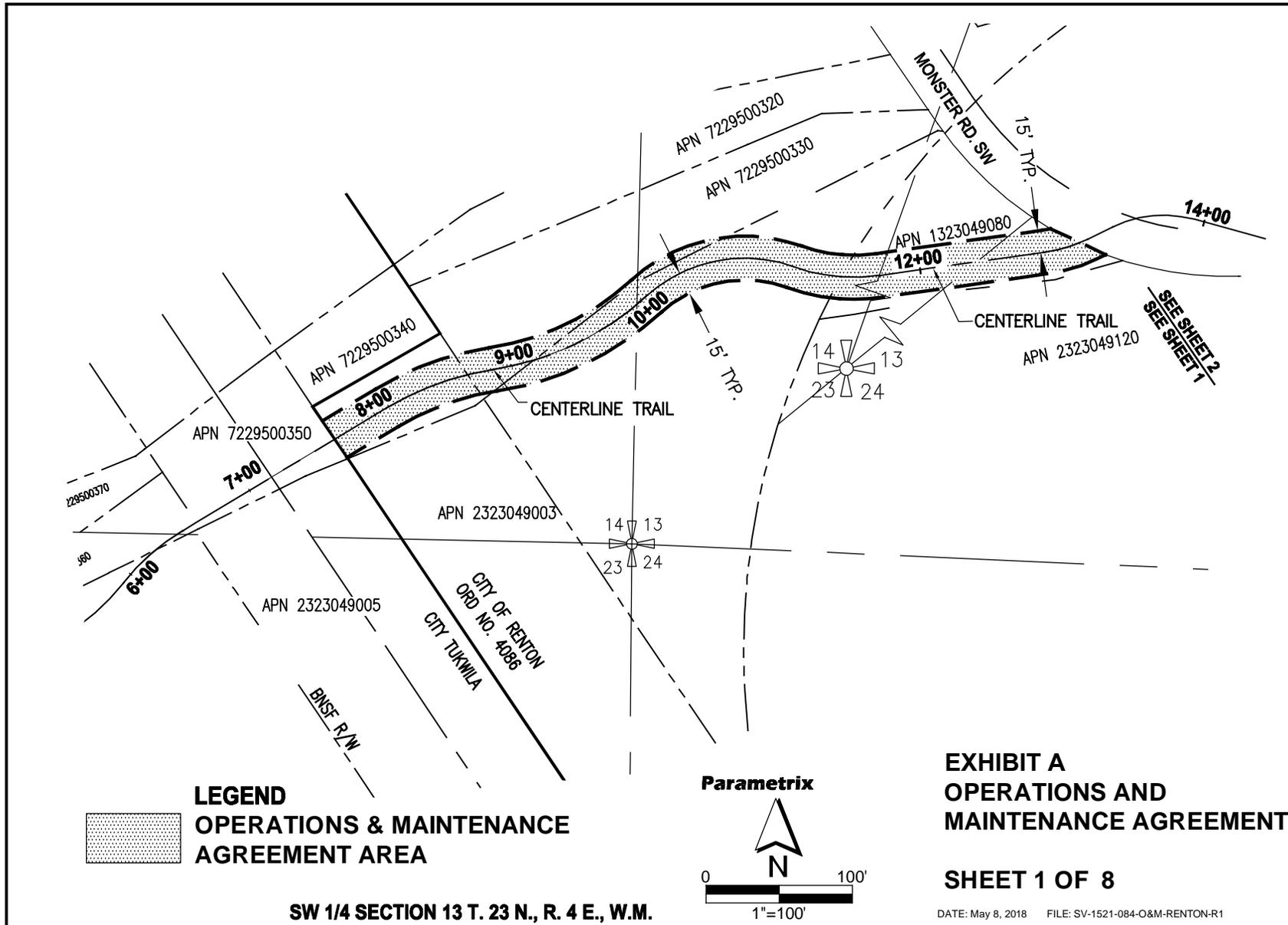
IN WITNESS WHEREOF, the City and the County have executed this Agreement on the date set forth above.

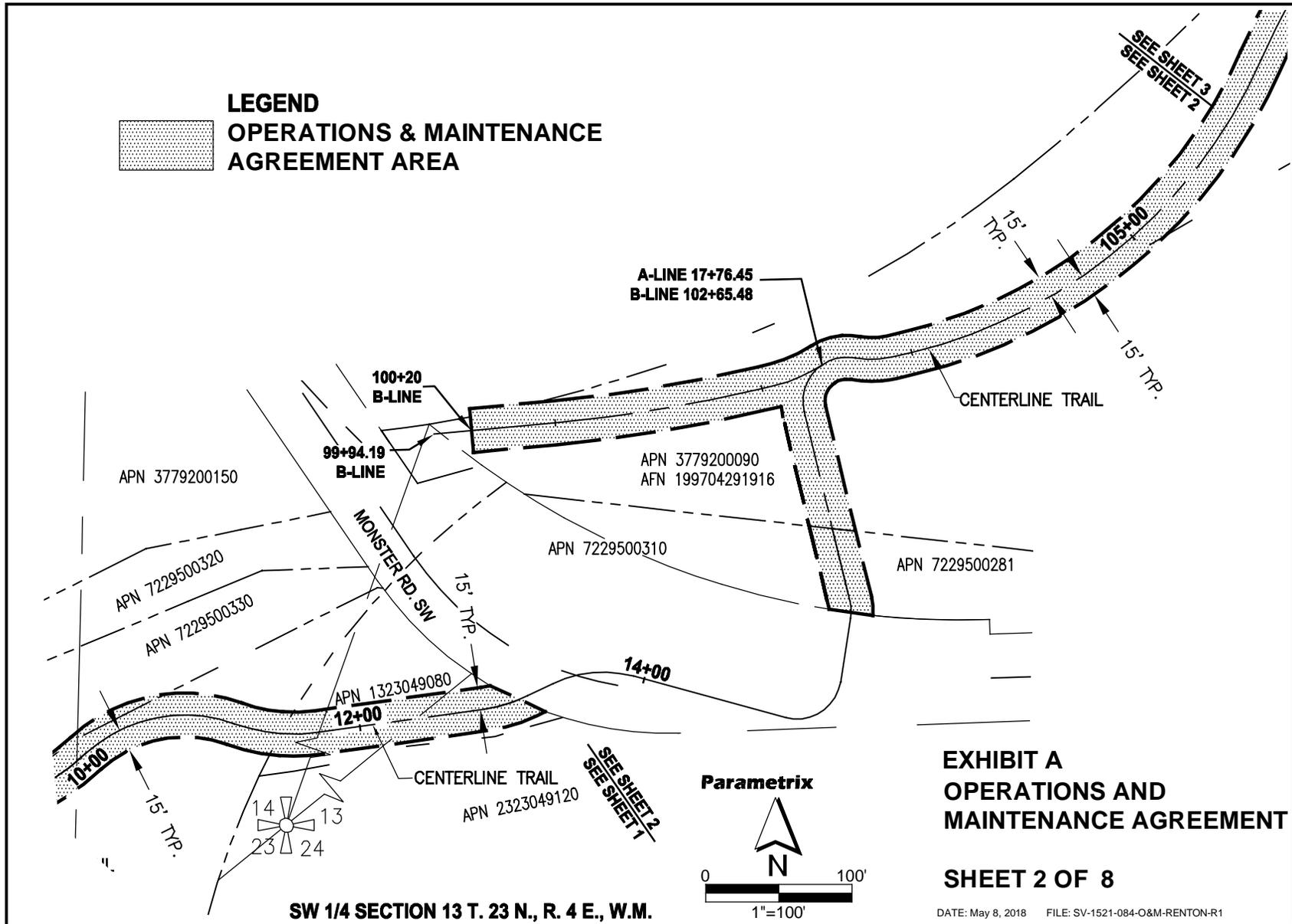
CITY OF RENTON, a
A Washington State municipal corporation

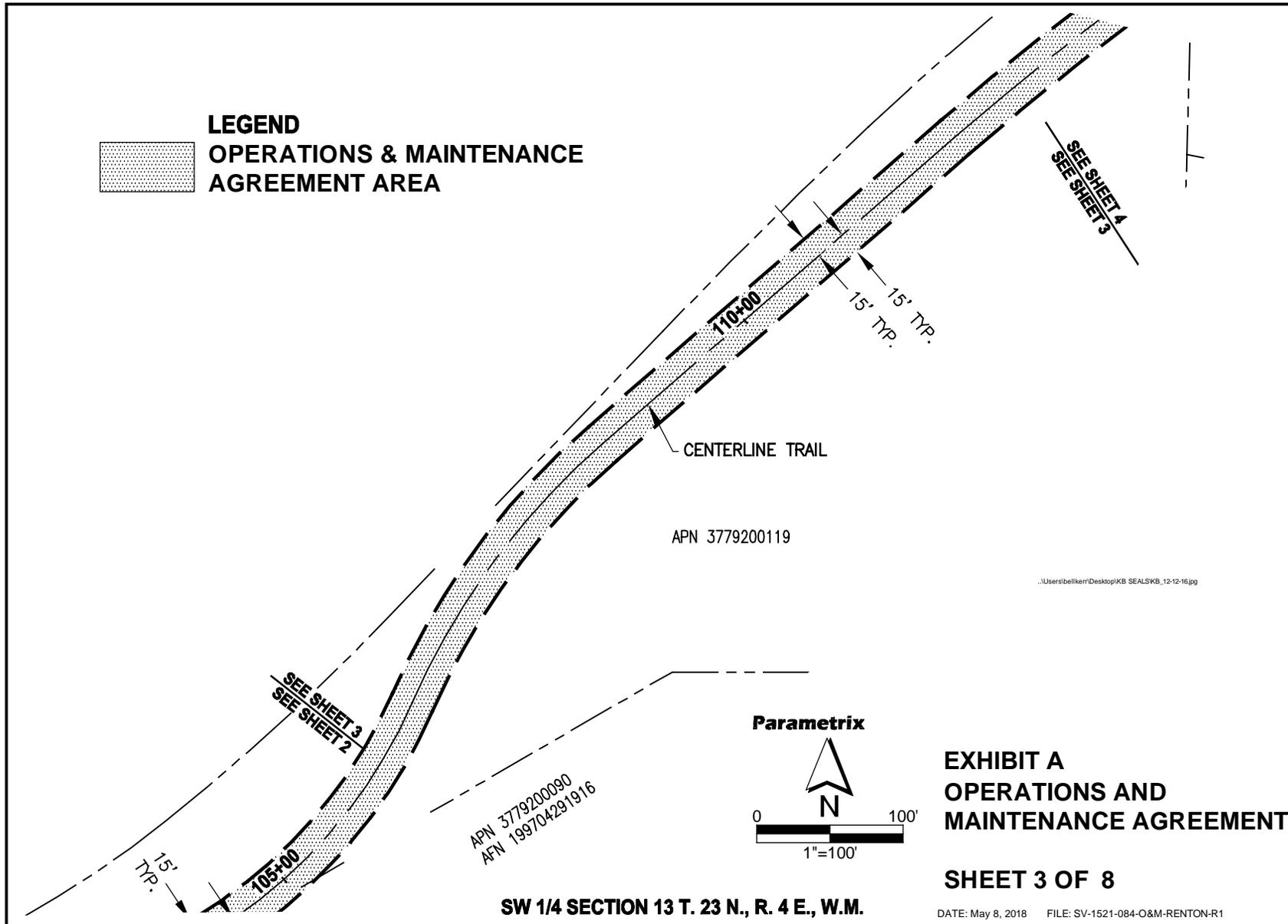
By _____
Name: Denis Law
Its: Mayor

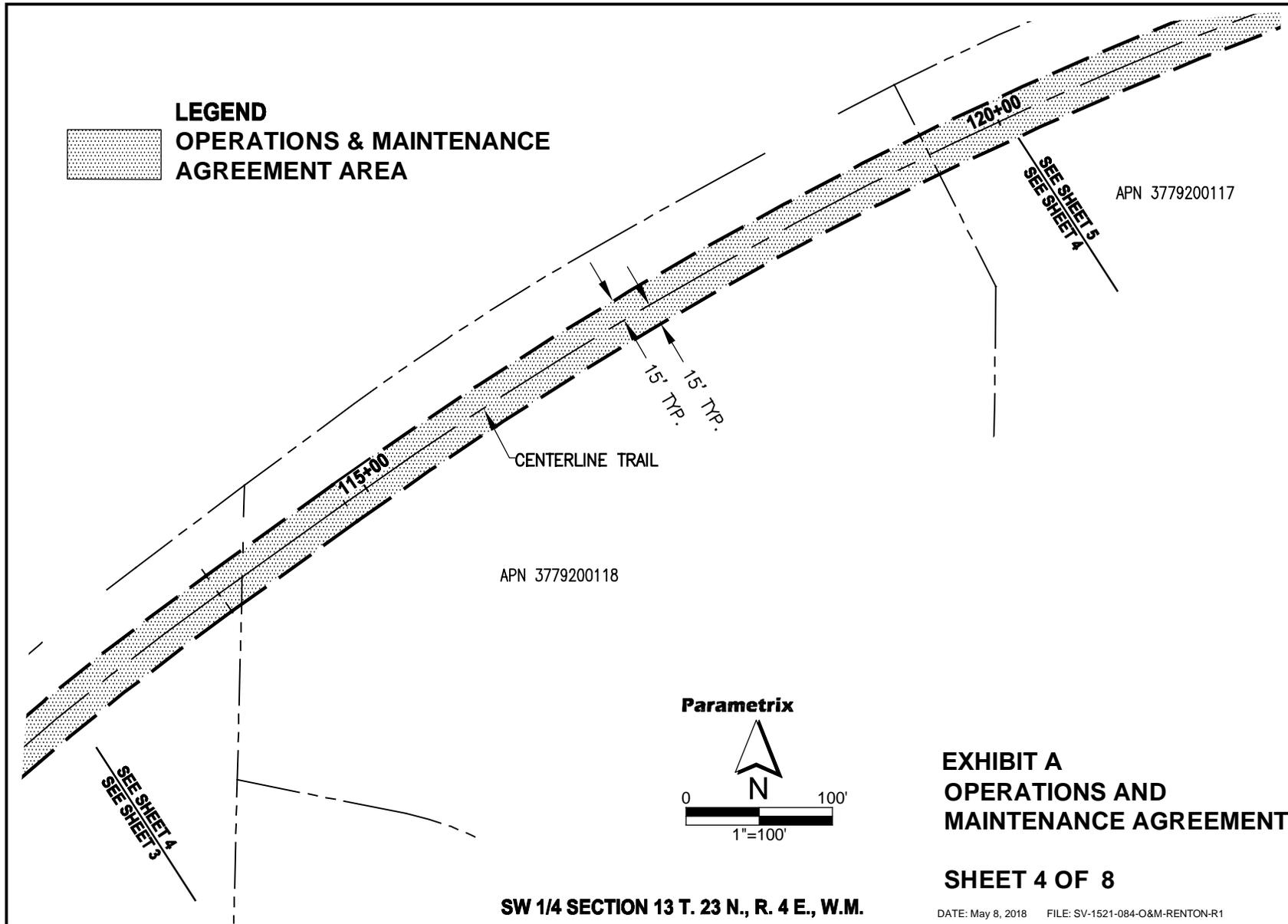
ATTEST:

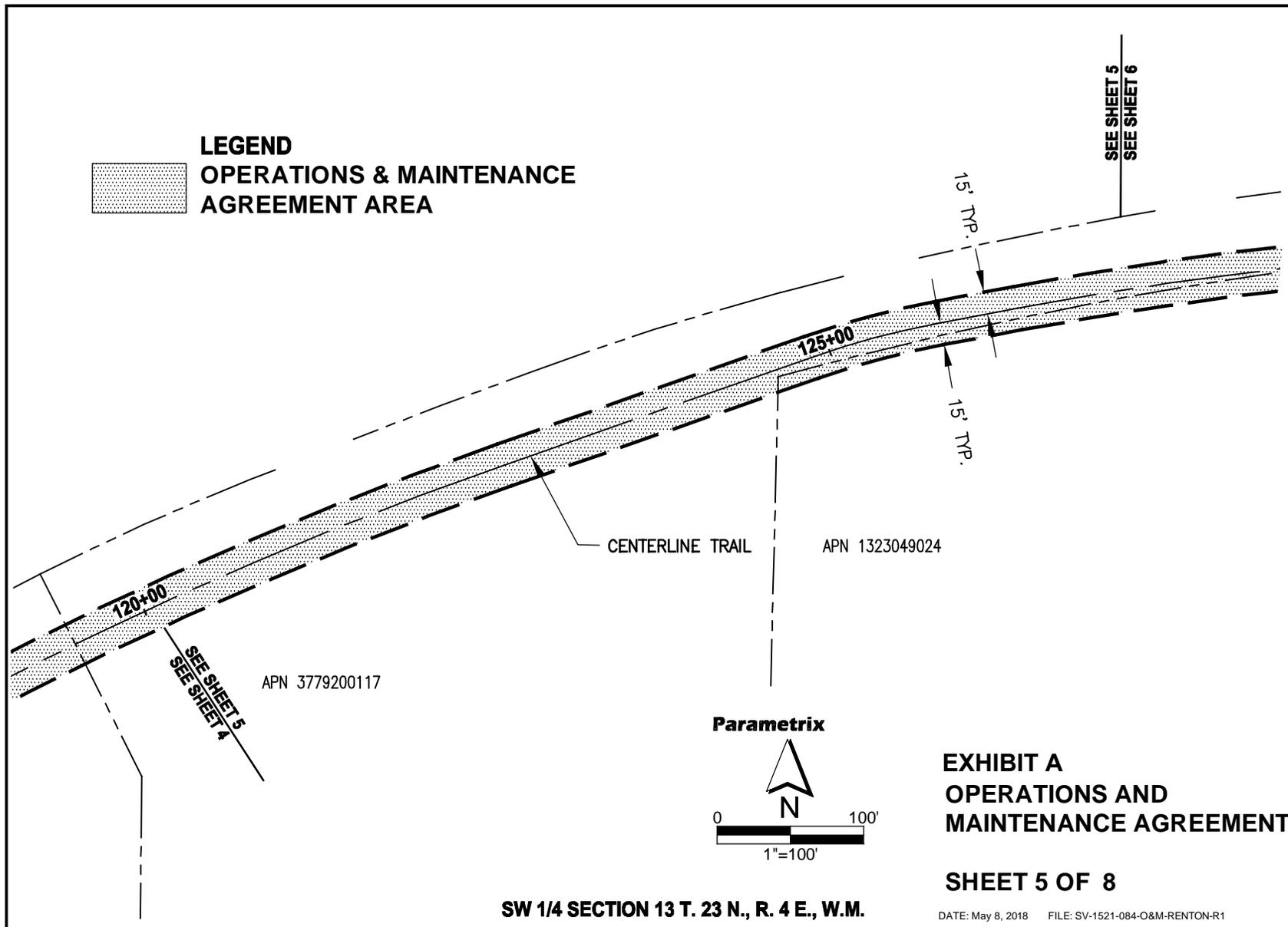
Jason A. Seth, City Clerk

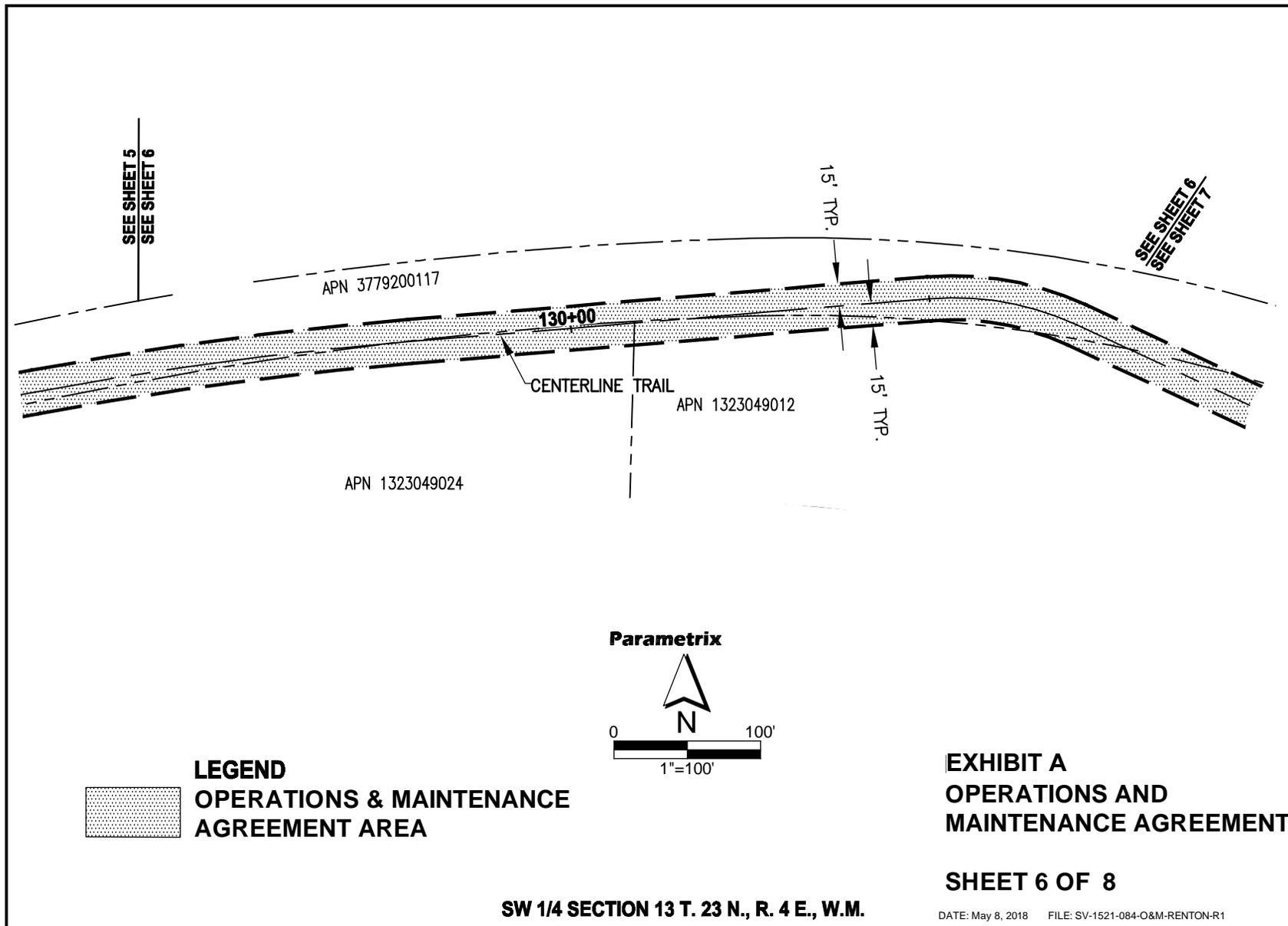


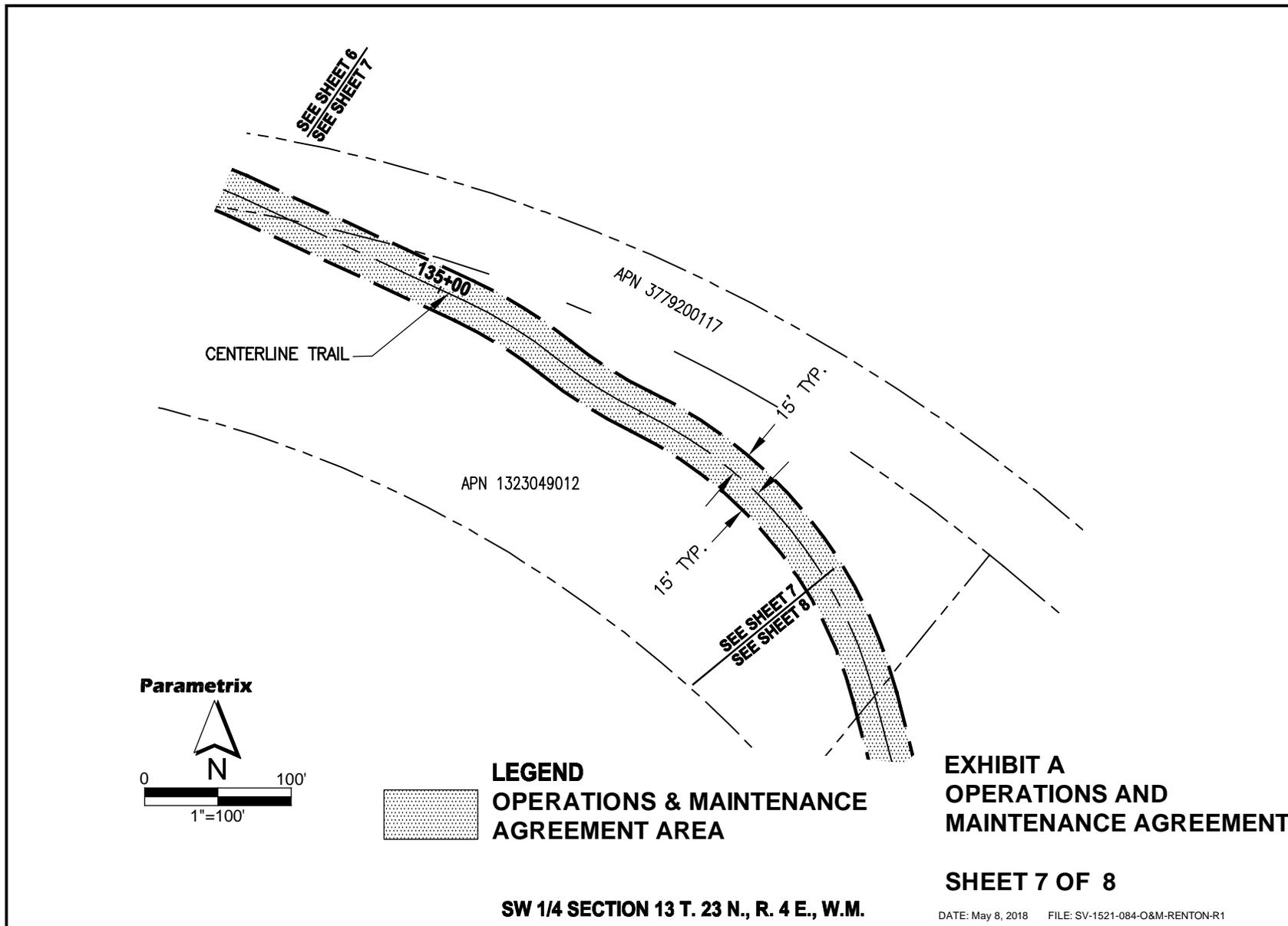












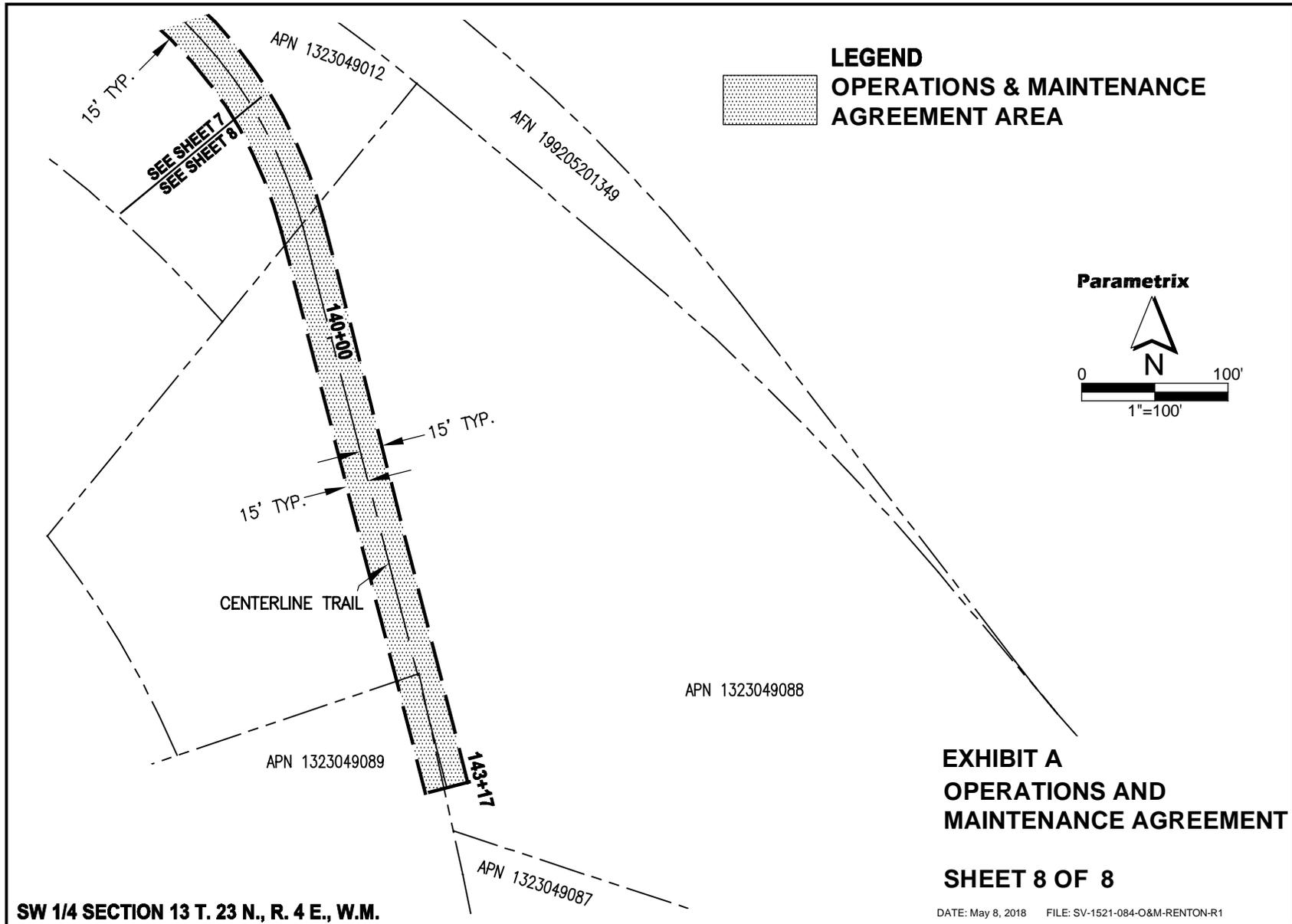


EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT AND
AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT

AFTER RECORDING RETURN TO:

CONFORMED COPY

King County Parks
 Attn: Jason Rich
 201 S. Jackson St., Suite 700
 Seattle, WA 98104

20170206000242
 KC PARKS CAP P EAS 84.00
 PAGE-001 OF 012
 02/06/2017 13:51

DOCUMENT TITLE:	Temporary Construction Easement
GRANTOR:	City of Renton
GRANTEE:	King County
ABBREVIATED LEGAL DESCRIPTION:	SW ¼, Sec. 13, Twn. 23, Rng. 4
FULL LEGAL DESCRIPTION ON PAGE:	Exhibits A and B
ASSESSOR'S TAX PARCEL NO.	377920-0119 132304-9012 377920-0118 132304-9024 377920-0117 132304-9088 377920-0116 132304-9089
PROJECT:	Lake to Sound Trail Segment A

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is granted this 26 day of January, 2017, by the City of Renton, a Washington municipal corporation, hereinafter referred to as "Grantor," to King County, a political subdivision of the State of Washington, hereinafter referred to as "Grantee."

WHEREAS, the Grantor is the owner of certain parcels of land located near 14299 Monster Rd. SW, Renton, in the County of King, State of Washington, ("Property");

WHEREAS, the Grantee is considering construction of what is known as Segment A of the Lake to Sound Trail ("Project"), a 16 mile non-motorized, multi-use recreational trail spanning from the south end of Lake Washington in Renton to the shoreline of Puget Sound in Des Moines;

WHEREAS, the Grantee has provided the Grantor with the design drawings for the Project, and the Grantor accepts and agrees to allow construction of the Project in the Easement Area identified in Exhibit A and B, located on the Property, in accordance with the conditions set forth in this Temporary Construction Easement;

WHEREAS, the Grantee has complied with all regulatory requirements that apply to the Project, and has obtained all necessary permits and regulatory approvals allowing construction of the Project, including the following: City of Renton, Shoreline Management Substantial Development Permit LUA15-00257 SSDP, City of Renton, Shoreline Conditional Use Permit LUA15-00257 S-CUP, and City of Renton, Shoreline Variance LUA15-00257 S-V. Grantee agrees that if the Project is constructed, it shall be constructed in accordance with these permits and approvals;

WHEREAS, it has been found necessary, in the construction and improvement of the Project, to acquire certain surface rights and privileges on, across, and over a portion of said Property; and

WHEREAS, the Grantor hereby represents and warrants to the Grantee that it has sufficient property interests in the Property to grant this Temporary Construction Easement to Grantor;

NOW THEREFORE, the Grantor and Grantee agree as follows:

1. **Grant of Temporary Construction Easement:** The Grantor, for and in consideration of the benefit to the Tukwila Community of the Lake to Sound Trail, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, hereby grants to Grantee a temporary construction easement on, across, and over that portion of Grantor's Property, together with the right to enter upon and have access to said Easement Area for the purpose of the Project work, and to take such other actions upon the Easement Area as are necessary and/or convenient for the construction of Grantee's Project. Grantor understands that the temporary easement rights donated herein to King County for public use is made voluntarily and with full knowledge that Grantor shall receive just compensation in the form of surface improvements. Additionally, Grantor understands that it has the right to request an appraisal of the property, and hereby gives up that right.
2. **Purpose:** Grantee may utilize the Easement only for the purpose of construction of the Project. Grantee may elect, but is not bound to construct the project. If the Project is constructed it will be performed in accordance with the project plans and conditions set forth in the following permits: City of Renton, Shoreline Management Substantial Development Permit LUA15-00257 SSDP, City of Renton, Shoreline Conditional Use Permit LUA15-00257 S-CUP, and City of Renton, Shoreline Variance LUA15-00257 S-V. Access to the Easement Area over Grantor's Property shall be maintained during the Project work.
3. **Term:** The rights, title, privileges and authorities hereby granted shall begin upon written Notice of Construction to the Grantor and shall continue in force for twenty-four (24) months from the date of the Notice of Construction, or January 30, 2020, whichever is later.

It is understood and agreed that the delivery of this Temporary Construction Easement is tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved in writing by the Grantee.

4. **Access and Encroachments:** The Grantor hereby grants to the Grantee and its employees, agents, representatives, invitees, consultants, contractors and

subcontractors performing work on behalf of the Grantee the following access rights to the Easement Area:

(a) The non-exclusive right and license to enter onto the Easement Area to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this Temporary Construction Easement and continue throughout the term of this Temporary Construction Easement.

(b) The non-exclusive right and license to enter onto, and take actions on, the Easement Area necessary for construction of the Project.. This right and license shall begin upon the Grantee's issuance of the Notice to Proceed and continue until the later of twenty-four (24) months or completion of the Project. This right and license shall not be exclusive of the Grantor's right to enter the Easement Area for the purposes of inspections or other actions necessary to implement this Temporary Construction Easement, or for any other purpose, provided that the Grantor's entry onto the Easement Area shall not impair, impede or delay construction of the Project.

(c) The Grantor hereby represents and warrants to the Grantee that it has sufficient property interests and the legal authority to remove Encroachments; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the Grantee's or the Grantor's ability to perform their respective obligations under this Temporary Construction Easement.

(d) If the Grantee's Contractor removes Encroachments in accordance with the Grantor's direction, the Grantor shall protect, defend, indemnify and save harmless the Grantee, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from removal of said Encroachments except when caused by the negligence of the Grantee, its officers, officials, employees, agents, Contractor and subcontractors.

5. **Restoration:** The Grantee shall upon completion of the Project described herein remove all debris and restore the surface of the Property as nearly as possible to the condition immediately prior to the Grantee's entry thereon, excepting any modifications or improvements made as a part of the Project or otherwise approved in writing by the Grantor.
6. **Indemnification:** Each Party 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 suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind ("Claims") arising out of, or in connection with, or incident to the breach of any warranty under this Temporary Construction Easement or the exercise of any right or obligation under this Temporary Construction Easement by the indemnifying Party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, employees and agents, acting within the

scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to any claim brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under 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 indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph modifies or limits in any way the Grantor's obligations in Paragraph 4.

7. **Insurance:** Each Party shall maintain, for the duration of each Party's liability exposures under this Temporary Construction Easement, self-insurance and/or insurance coverage against claims for injuries to persons or damage to property, which may arise from or in connection with performance of the work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.

King County, a charter County government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program as defined in King County Code chapter 4.12 for the protection and handling of the Grantee's liabilities including injuries to persons and damage to property. The Grantor acknowledges, agrees and understands that the Grantee is self-funded for all of its liability exposures and that the Grantee's self-insurance program meets the requirements of this paragraph. The Grantee agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Temporary Construction Easement. The Grantee agrees to provide the Grantor with at least 30 days prior written notice of any material change in the Grantee's self-funded program and will provide the Grantor with a certificate of self-insurance as adequate proof of coverage. The Grantor further acknowledges, agrees and understands that the Grantee does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the Grantee does not have the ability to add the Grantor as an additional insured.

The Grantor maintains a combination of a fully funded self-insurance program and excess insurance coverage for the protection and handling of the Grantor's liabilities, including injuries to persons and damage to property. The Grantee acknowledges, agrees and understands that the Grantor's self-insurance program and excess insurance meet the requirements of this paragraph. The Grantor agrees, at its own expense, to maintain, through its self-funded program and excess insurance, coverage for all of its liability exposures for this Temporary Construction Easement. The Grantor agrees to provide the Grantee with at least 30 days prior written notice of any material change in the Grantor's self-funded and insurance programs and will provide the Grantee with a certificate of insurance as adequate proof of coverage and naming the Grantee as an additional insured.

8. **General Conditions:**

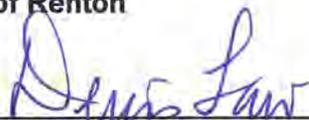
- (a) Joint Drafting Effort. This Temporary Construction Easement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- (b) Third Party Beneficiaries. Nothing in this Temporary Construction Easement is intended to, nor shall be construed to give any rights or benefits in the Temporary Construction Easement to anyone other than the Grantor and the Grantee, and all duties and responsibilities undertaken pursuant to this Temporary Construction Easement will be for the sole and exclusive benefit of the Grantor and the Grantee and not for the benefit of any other Party
- (c) Exhibits. All Exhibits referenced in this Temporary Construction Easement are incorporated by reference as if fully set forth.
- (d) Entire Agreement. This Temporary Construction Easement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.
- (e) Amendment. This Temporary Construction Easement may be amended only by an instrument in writing, duly executed by both Parties.
- (f) Relationship of the Parties. The Parties execute and implement this Temporary Construction Easement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Temporary Construction Easement.
- (g) Governing Law. This Temporary Construction Easement shall be governed and construed in accordance with the laws of the State of Washington.
- (h) Survivability. The provisions of Sections 4 and 7 shall survive termination of this Temporary Construction Easement.

Each Party executing this Temporary Construction Easement represents that the Party has the authority to execute the Temporary Construction Easement and to comply with all terms of this Temporary Construction Easement.

WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

City of Renton

By: 
Printed Name: Denis Law
Title: Mayor
Date: 1/26/17

ATTEST:

By: *Jason A. Seth*
Printed Name: Jason A. Seth
Title: City Clerk
Date: *1/26/17*



GRANTEE:

King County

By: *Kathy Terry*
Printed Name: *Kathryn Terry*
Title: *Assistant Director*
Date: *12/27/2016*

APPROVED AS TO FORM:

By: *Barbara Flemming*
Printed Name: *Barbara Flemming*
Title: County Attorney

EXHIBIT "A"

**LEGAL DESCRIPTION FOR CITY OF RENTON
LAKE TO SOUND TEMPORARY CONSTRUCTION EASEMENT**

AN AREA OF LAND LYING WITHIN THOSE PARCELS DESCRIBED IN DEEDS FILED UNDER KING COUNTY RECORDING NO.'S 199205201349, 199406302135 AND 199301130109 ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13 TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF RENTON, KING COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 13 BEARS SOUTH 87°27'18" EAST A DISTANCE OF 2692.79 FEET; THENCE NORTH 33°47'56" EAST A DISTANCE OF 424.76 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREA OF LAND;

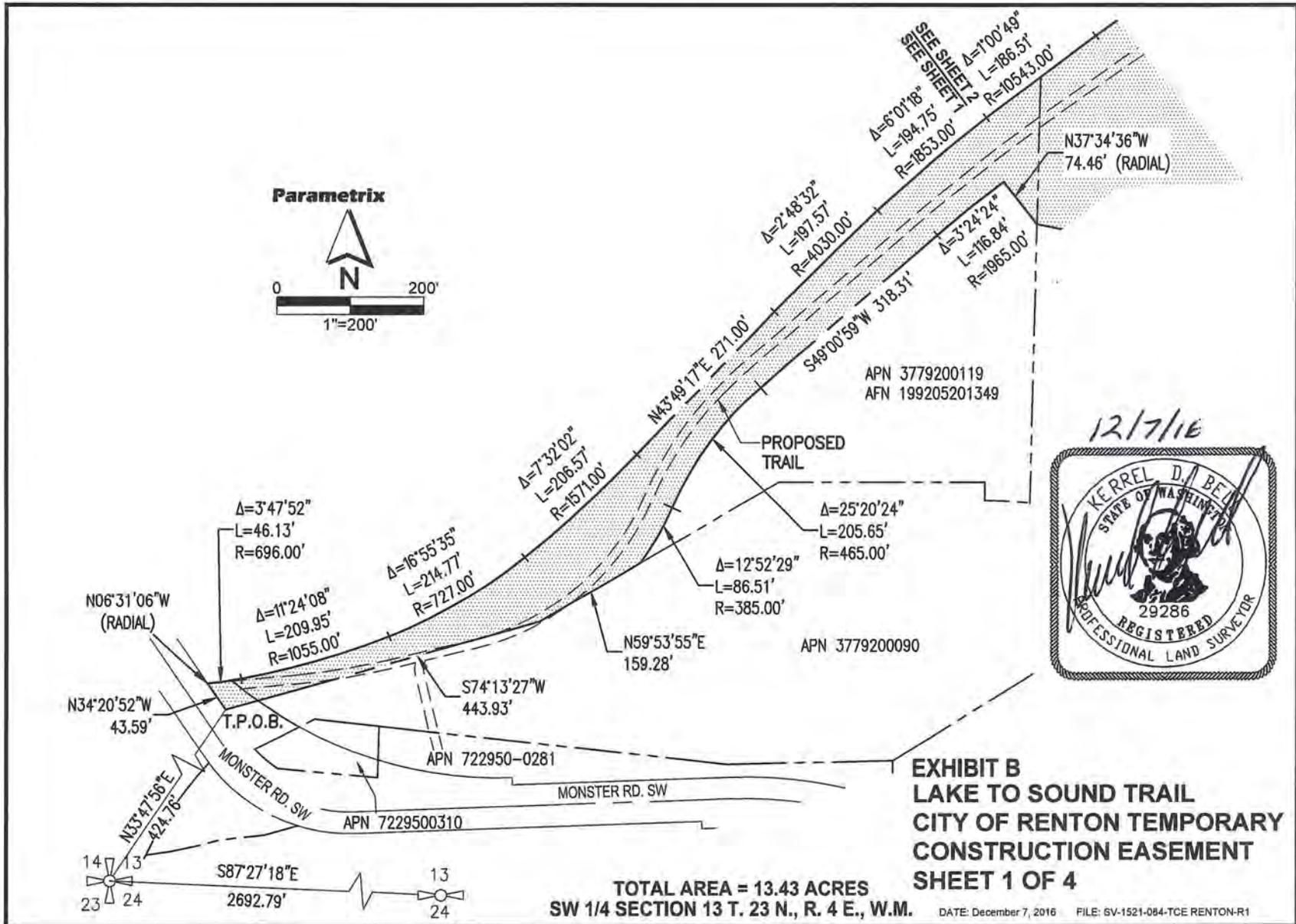
THENCE NORTH 34°20'52" WEST ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349 A DISTANCE OF 43.59 FEET; THENCE ALONG THE NORTH LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER RECORDING NO. 199205201349 THROUGH THE FOLLOWING FIFTEEN (15) COURSES:

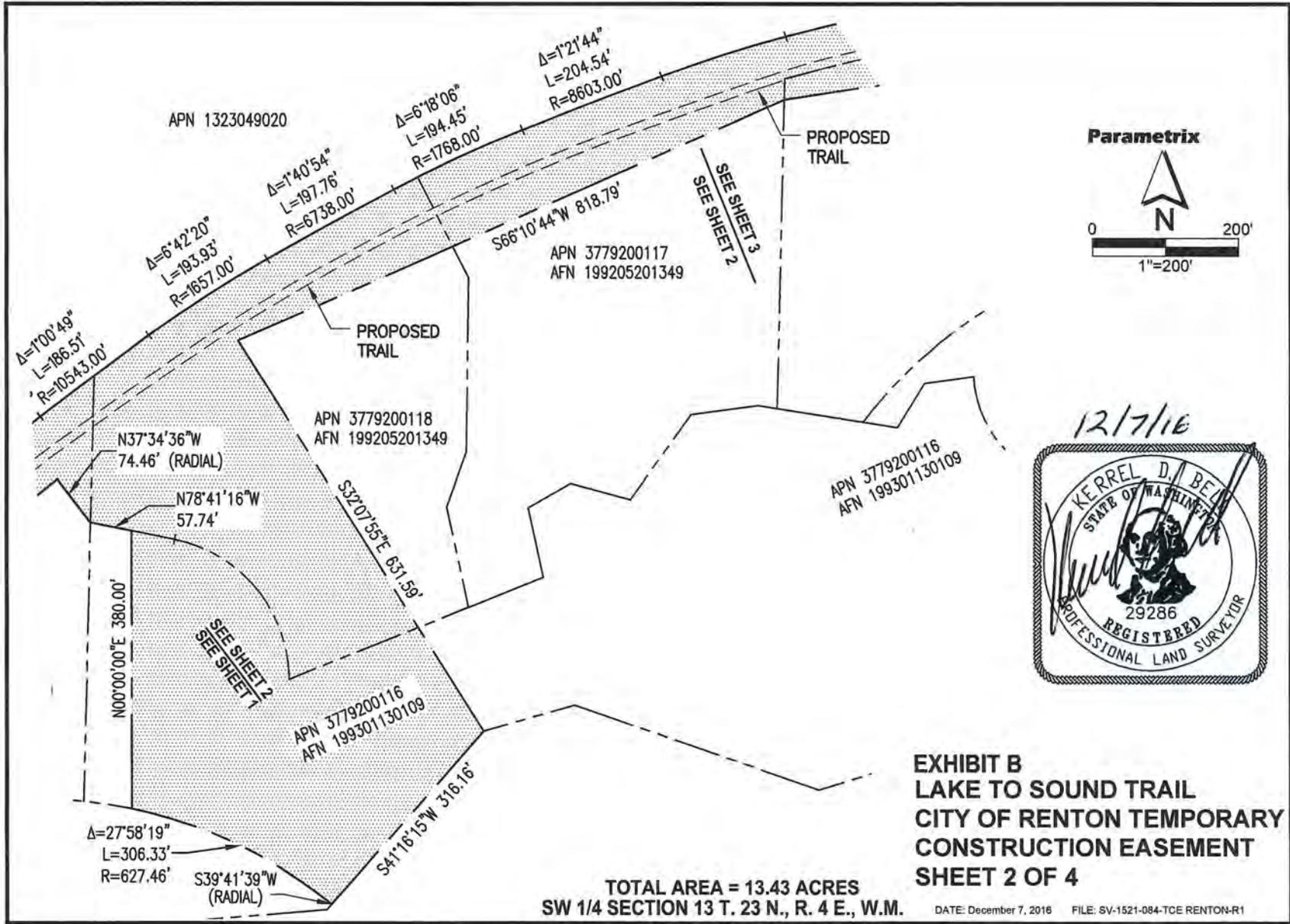
- 1) ALONG A 696.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 06°31'06" WEST THROUGH A CENTRAL ANGLE OF 3°47'52" FOR AN ARC LENGTH OF 46.13 FEET;
- 2) ALONG A 1055.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°24'08" FOR AN ARC LENGTH OF 209.95 FEET;
- 3) ALONG A 727.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°55'35" FOR AN ARC LENGTH OF 214.77 FEET;
- 4) ALONG A 1571.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°32'02" FOR AN ARC LENGTH OF 206.57 FEET;
- 5) NORTH 43°49'17" EAST A DISTANCE OF 271.00 FEET;
- 6) ALONG A 4030.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 2°48'32" FOR AN ARC LENGTH OF 197.57 FEET;
- 7) ALONG A 1853.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°01'18" FOR AN ARC LENGTH OF 194.75 FEET;
- 8) ALONG A 10,543.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°00'49" FOR AN ARC LENGTH OF 186.51 FEET;
- 9) ALONG A 1657.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°42'20" FOR AN ARC LENGTH OF 193.93 FEET;
- 10) ALONG A 6738.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE 1°40'54" FOR AN ARC LENGTH OF 197.76 FEET;
- 11) ALONG A 1768.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°18'06" FOR AN ARC LENGTH OF 194.45 FEET;
- 12) ALONG A 8603.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°21'44" FOR AN ARC LENGTH OF 204.54 FEET;
- 13) ALONG A 1922.12 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°19'42" FOR AN ARC LENGTH OF 178.75 FEET;
- 14) ALONG A 2814.93 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°25'22" FOR AN ARC LENGTH OF 659.45 FEET;
- 15) ALONG A 1165.09 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7°48'53" FOR AN ARC LENGTH OF 158.91 FEET;

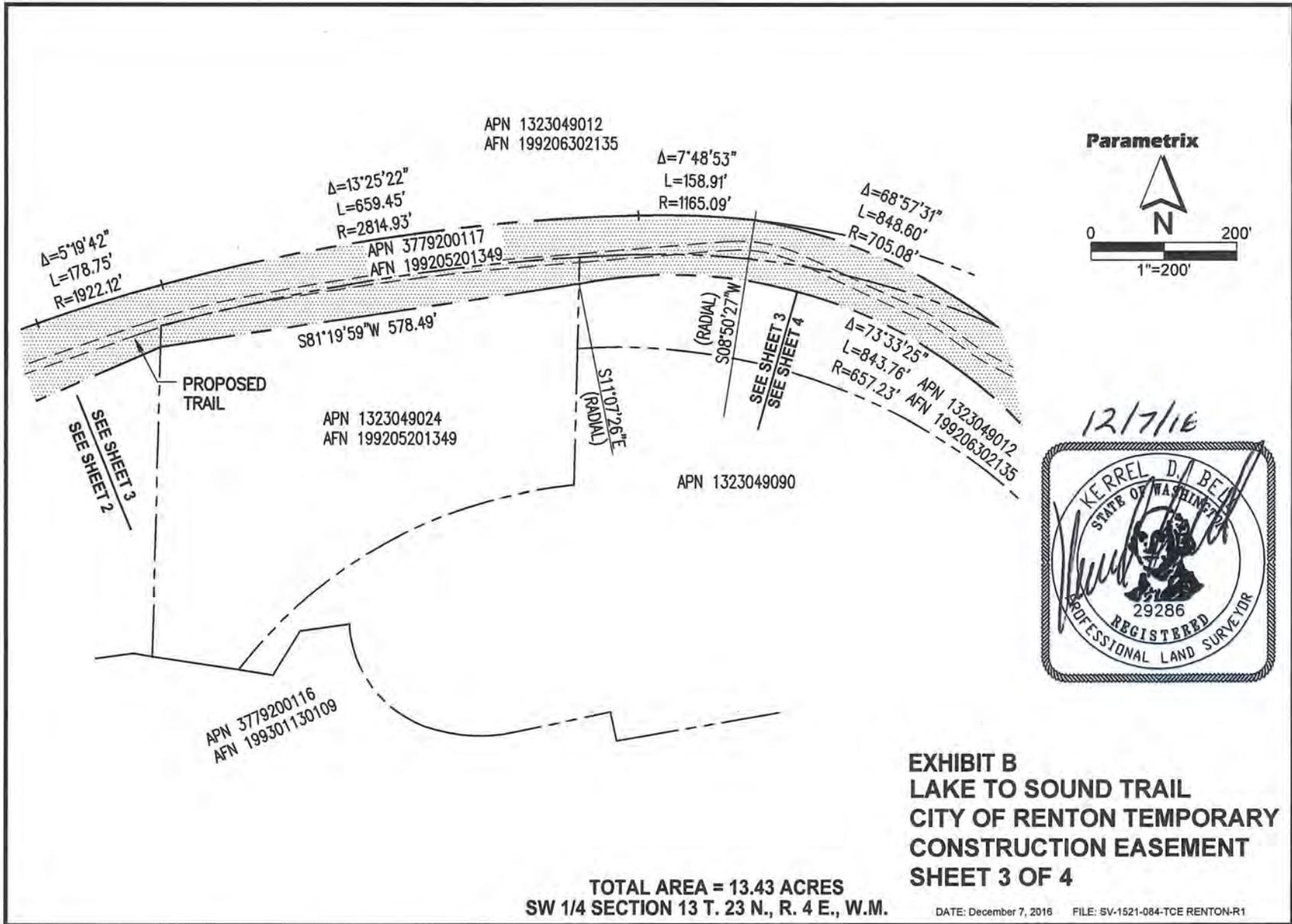
THENCE LEAVING SAID NORTH LINE ALONG A 705.08 FOOT RADIUS COMPOUND CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 08°50'27" WEST THROUGH A CENTRAL ANGLE OF 68°57'31" FOR AN ARC LENGTH OF 848.60 FEET; THENCE SOUTH 12°01'39" EAST A DISTANCE OF 238.86 FEET; THENCE SOUTH 77°33'04" WEST A DISTANCE OF 68.24 FEET; THENCE NORTH 14°22'42" WEST A DISTANCE OF 380.72 FEET; THENCE ALONG A 657.23 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 62°25'59" WEST THROUGH A CENTRAL ANGLE OF 73°33'25" FOR AN ARC LENGTH OF 843.76 FEET; THENCE SOUTH 81°19'59" WEST A DISTANCE OF 578.49 FEET; THENCE SOUTH 66°10'44" WEST A DISTANCE OF 818.79 FEET; THENCE SOUTH 32°07'55" EAST A DISTANCE OF 631.59 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199301130109; THENCE SOUTH 41°16'15" WEST ALONG SAID SOUTH LINE A DISTANCE OF 316.16 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE ALONG A 627.46 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 39°41'39" WEST THROUGH A CENTRAL ANGLE OF 27°58'19" FOR AN ARC LENGTH OF 306.33 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°00'00" EAST A DISTANCE OF 380.00 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349; THENCE NORTH 78°41'16" WEST ALONG SAID SOUTH LINE OF THE PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349 A DISTANCE OF 57.74 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 37°34'36" WEST A DISTANCE OF 74.46 FEET; THENCE ALONG A 1965.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS SOUTH 37°34'36" EAST THROUGH A CENTRAL ANGLE OF 3°24'24" FOR AN ARC LENGTH OF 116.84 FEET; THENCE SOUTH 49°00'59" WEST A DISTANCE OF 318.31 FEET; THENCE ALONG A 465.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°20'24" FOR AN ARC LENGTH OF 205.65 FEET; THENCE ALONG A 385.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°52'29" FOR AN ARC LENGTH OF 86.51 FEET TO A POINT ON SAID SOUTH LINE OF THE PARCEL DESCRIBED IN DEED FILED UNDER KING COUNTY RECORDING NO. 199205201349; THENCE SOUTH 59°53'55" WEST ALONG SAID SOUTH LINE A DISTANCE OF 159.28 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 74°13'27" WEST A DISTANCE OF 443.93 FEET TO THE TRUE POINT OF BEGINNING.

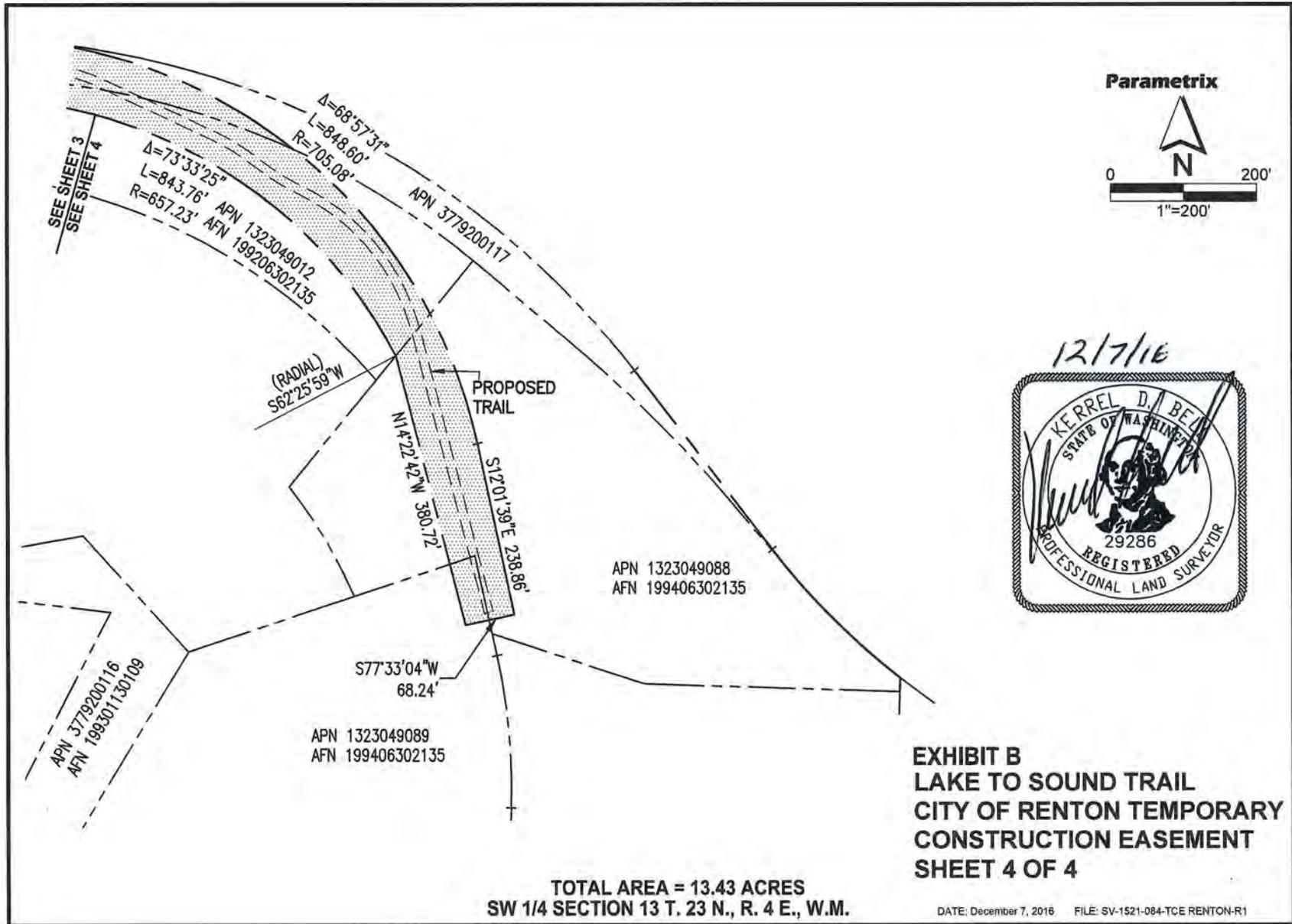
CONTAINING 13.43 ACRES, MORE OF LESS;













20170717000567

AMENDMENT Rec: \$74.00
Pages:2
7/17/2017 3:03 PM
KING COUNTY, WA

AFTER RECORDING RETURN TO:
King County Parks
Attn: Jason Rich
201 S. Jackson St., Suite 700
Seattle, WA 98104

EXCISE TAX NOT REQUIRED
King County Records Division
By _____, Deputy

DOCUMENT TITLE:	Amendment to Temporary Construction Easement
GRANTOR:	City of Renton
GRANTEE:	King County
ABBREVIATED LEGAL DESCRIPTION:	SW ¼, Sec. 13, Twn. 23, Rng. 4
ASSESSOR'S TAX PARCEL NO.	377920-0119 132304-9012 377920-0118 132304-9024 377920-0117 132304-9088 377920-0116 132304-9089
PROJECT:	Lake to Sound Trail Segment A

AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT

This Amendment to Temporary Construction Easement replaces Sections 1 and 3 of that certain Temporary Construction Easement between the City of Renton, Grantor, and King County, Grantee, executed by the City of Renton on January 26, 2017 and King County on December 27, 2016, recorded as number 20170206000242.

The parties have agreed that Section 1 and 3 of the Temporary Construction Easement should be modified as hereinafter provided, now, therefore,

THE CITY OF RENTON AND KING COUNTY agree as follows:

Sections 1 and 3 of the Temporary Construction Easement are hereby replaced with the following sections:

Section 1:

Grant of Temporary Construction Easement: The Grantor, for and in consideration of the benefit to the Renton Community of the Lake to Sound Trail, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, hereby grants to Grantee a temporary construction easement on, across, and over that portion of Grantor's Property, together with the right to enter upon and have access to said Easement Area for the purpose of the Project work, and to take such other actions upon the Easement Area as are necessary and/or convenient for the construction of Grantee's Project. Grantor understands that the donation of a portion of the property to King County for public use is made voluntarily and with full knowledge of entitlement to receive just compensation in the

form of surface improvements. Additionally, Grantor understands that he/they have the right to request an appraisal of the property, and hereby give up that right.

The Grantor and Grantee are currently in the process of negotiating an Interagency Agreement (IA) which will detail the rights and responsibilities of both parties including the construction, mitigation, long-term capital, operation and maintenance of the trail. Until this IA is complete, the County will comply with all rules and regulations set forth by the Grantor and its jurisdiction.

Section 3:

Term: The rights, title, privileges and authorities hereby granted shall begin upon written Notice of Construction to the Grantor and shall continue in force for twenty-four (24) months from the date of the Notice of Construction, or until execution of the Interagency Agreement referred to in Section 1 above, whichever is later.

It is understood and agreed that the delivery of this Easement is tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved in writing by the Grantee.

Effect of Amendment: Except as expressly modified by this instrument, all terms and conditions of the Temporary Construction Easement shall remain in full force and effect.

EXECUTED BY the City of Renton this 13th day of July, 2017.

GRANTOR:

City of Renton

By: Denis Law
Printed Name: Denis Law

Title: Mayor

Date: 7/13/17

Attest: Jason A. Seth
Jason A. Seth, CMC, City Clerk

APPROVED AS TO FORM:

By: Shane Moloney
Printed Name: Shane Moloney

Title: City Attorney



GRANTEE:

King County

By: Kathy Terry
Printed Name: Kathryn Terry

Title: Assistant Director

Date: 7/17/17

APPROVED AS TO FORM:

By: Barbara Klemming
Printed Name: BARBARA KLEMMING

Title: County Attorney

Return Address:
King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

EXHIBIT F
Form of Restrictive Covenant

LAKE TO SOUND TRAIL SEGMENT A
RESTRICTIVE COVENANT

Grantor: City of Renton, a municipal corporation of the State of Washington

Grantee: King County, a political subdivision of the State of Washington

Full Legal Description: See Exhibit A to this Restrictive Covenant

Legal Description (abbr.): An area of land lying within those parcels described in deeds filed under KC recording Nos. 199205201349, 199406302135 and 199301130109 all located in the S½ of Sect. 13, T. 23 N. R. 4 E. W.M.

Assessor's Tax Parcel Nos.: 3779200119, 3779200118, 3779200117, 3779200116, 1323049024, 1323049012, 1323049088 and 1323049089

This restrictive covenant for trail purposes ("Covenant") dated for convenience as the ___ day of _____, 20___, and is made and executed by and between the City of Renton, a municipal corporation of the State of Washington ("City") and King County, a political subdivision of the State of Washington ("County"), effective on the last date signed below.

RECITALS

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct on property owned by the City a portion of what is known as Segment A of the Lake to Sound Trail, a segment of trail within the Black River Riparian Forest extending from Naches Avenue SW in Renton to the Green River Trail in Tukwila's Fort Dent Park. The portion of Segment A within the boundaries of the City, subject to the Interagency Agreement, is known as the "Project."

B. The City holds fee simple title to a portion of the Project, which portion is legally described in **Exhibit A** attached hereto and incorporated herein by this reference

(the “Property”).

C. The Interagency Agreement provides that, after construction by the County and recording of this Covenant, the County will transfer ownership of the Project improvements to the City. The County will provide long-term maintenance and operation of the Project as a regional trail. However, the City will maintain the road Right of Way and signals, including the new pedestrian-activated signal anticipated in the Interagency Agreement.

D. The County represents that its construction of Segment A is in part with County levy funds pursuant to King County Ordinance 17941, which authorizes use of said funds to develop real property and rights of way for regional trails.

E. RCW 36.89.050 authorizes the County to construct a park or recreational facility and transfer to a city the County’s ownership interest in that facility provided such transfer is “subject to the condition that either the facility shall continue to be used for the same purposes or that other equivalent facilities within the [C]ounty shall be conveyed to the [C]ounty in exchange therefor.”

F. Segment A is a critical segment of the larger regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound, and will provide recreational and health benefits to residents of the City and the County.

G. The City agreed in the Interagency Agreement, and hereby further acknowledges, that because the Property is a critical segment of the Lake to Sound Trail, there are no equivalent facilities within the County that would serve the same purpose.

H. The City acknowledges that recording of this Covenant is a mechanism to fulfill the obligations of RCW 36.89.050 and the Interagency Agreement.

AGREEMENT

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City hereby binds itself, its successors and assigns to the permanent restrictive covenants identified herein, which covenants shall run with the land and burden the Property for the sole benefit of the County and the County's interests in the other park, open space and trail facilities that make up the King County system of parks, trails, and recreational facilities. The City and the County agree that the County and its successors in interest shall have standing to enforce these covenants. The City and the County further agree and declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the City and its successors and assigns and all subsequent owners of interests in the Property, and to the County and its successors and assigns.

COVENANTS

1. The City covenants that the Property shall be used in perpetuity for a regional shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, and other non-motorized uses are allowed, which provides recreational opportunities and enhances regional mobility (hereafter “Regional Trail”) or that other equivalent facilities shall be made in exchange therefore. The County acknowledges that the provision to allow for equivalent facilities will allow for the revision or realignment of road right of way and signal as may be needed or desired by the City.

2. The City understands that the Property is part of the Lake to Sound Trail and covenants that the City’s Park Rules and Regulations apply to the Property except as may be modified or supplemented by the following rules which the County intends to apply across the entirety of the Lake to Sound Trail:

(a) No person shall cause a motorized vehicle to enter or operate upon the Property without express permission of the City or the County.

(b) No person shall travel on the Property at a speed greater than is reasonable and prudent under the conditions or in an otherwise negligent manner.

(c) No person shall camp on the Property.

(d) All persons must keep dogs or other pets or domestic animals on a leash, and under control at all times. Any person whose dog or other pet is on the Property shall be responsible for the conduct of the animal and for removing feces deposited by such animal from the Property.

(e) No person shall allow his or her dog or other pet or domestic animal to bite or in any way molest or annoy visitors to the Property or to bark continuously or otherwise disturb the peace and tranquility of the Property.

(f) No person shall use tobacco products on the Property.

(g) No person shall leave rubbish or other material on the Property, except in a garbage can or other receptacle designated for those purposes.

(h) No person shall enter or be present on the Property during hours that the Regional Trail is closed except persons authorized by the City or the County.

(i) No person shall destroy or damage the Property. No person shall disturb, injure or remove any vegetation or animal on the Property unless expressly authorized to do so by the City or the County.

(j) No person shall enter or remain or loiter about the Property while in a state of intoxication.

3. The City covenants that it will not transfer or convey the Property, or any portion thereof, except by agreement providing that such lands shall continue to be used for a Regional Trail.

4. The City covenants that it will not limit or restrict access to and use of the Property by non-City residents in any way that does not also apply to City residents.

5. The City covenants that any and all user fees charged for use of the Property for Regional Trail purposes, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for City residents.

6. The City acknowledges that the County will record this Covenant in the records of King County with the intent that it appear as notice on title of the Property.

7. Remedies. The County, its successors, designees, or assigns shall have the following remedies against the City, its successors, designees, or assigns for violation of this Covenant:

(a) Default. If the City fails to observe or perform any of the terms, conditions, obligations, restrictions, covenants, representations or warranties of this Covenant, and if such noncompliance is not corrected as after the County has provided written notice and provided the City with a reasonable opportunity to comply, then such noncompliance shall be considered an event of default.

(b) County's Remedies. In the case of the City's default, the County shall be entitled to all remedies in law or in equity against the City, including without limitation any rights: (1) to compel specific performance by the City of its obligations under this Covenant, and (2) to restrain by injunction the actual or threatened commission or attempt of a breach of this Covenant and to obtain a judgment or order specifically prohibiting a violation or breach of this Covenant.

(c) Delay. Delay in enforcing the provisions hereof as to any breach or violation shall not impair, damage or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.

8. Indemnification. In addition to and separate from the remedy provisions in Section 7 of this Covenant, each Party 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 suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind ("Claims") arising out of, or in connection with, or incident to the breach of any warranty under this Covenant or the exercise of any right or obligation under this Covenant by the indemnifying Party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors and franchisees, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under 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 indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

9. Notice. Notice shall be sent to:

King County:

Director's Office
King County Department of Natural
Resources and Parks
Rm 700, King Street Center
201 S. Jackson Street
Seattle, WA 98104

With a copy to:

King County Prosecuting Attorney's
Office
Attn: Chief Civil Deputy
516 Third Avenue W400
Seattle, WA 98104

City of Renton:

Parks and Trails Director
Community Services Department
Renton City Hall, 6th Floor
1055 South Grady Way
Renton, WA 98057

With a copy to:

Office of the City Attorney
Attn: Senior Assistant City Attorney
1055 South Grady Way
Renton, WA 98057

Any notices required to be given by the Parties shall be delivered at the addresses set forth above. Any notices may be delivered (i) by personal service on the addressee of the notice, (ii) by deposit with a nationally recognized overnight delivery service, or (iii) by deposit as registered or certified mail in the United States mail, postage prepaid. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any person delivering notice via an overnight delivery service shall be responsible to confirm delivery.

10. Severability. If any provision of this Covenant shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. Amendments. This Covenant shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.

12. Governing Law. This Covenant shall be governed by the laws of the state of Washington. Venue for any action concerning this Covenant shall be in King County, Washington.

IN WITNESS WHEREOF, the City and the County have executed this Covenant on the dates set forth below.

CITY OF RENTON, a
Washington State municipal corporation

By _____
Denis Law, Mayor
Dated: _____

Attest

Jason A. Seth
City Clerk

Approved as to Legal Form

Shane Moloney
Renton City Attorney

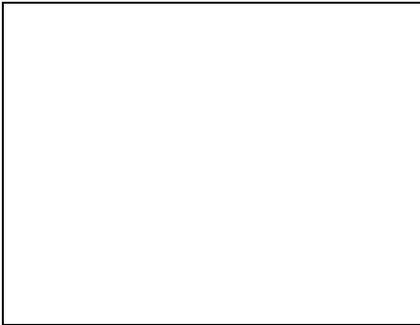
KING COUNTY, a
political subdivision of the State of Washington

By _____
Name _____
Its _____
Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Denis Law 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 RENTON, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



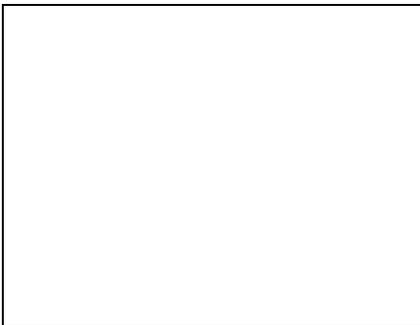
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

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/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A**LEGAL DESCRIPTION FOR LAKE TO SOUND TRAIL
CITY OF RENTON RESTRICTIVE COVENANT**

AN AREA OF LAND FOR A RESTRICTIVE COVENANT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13 TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF RENTON, KING COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

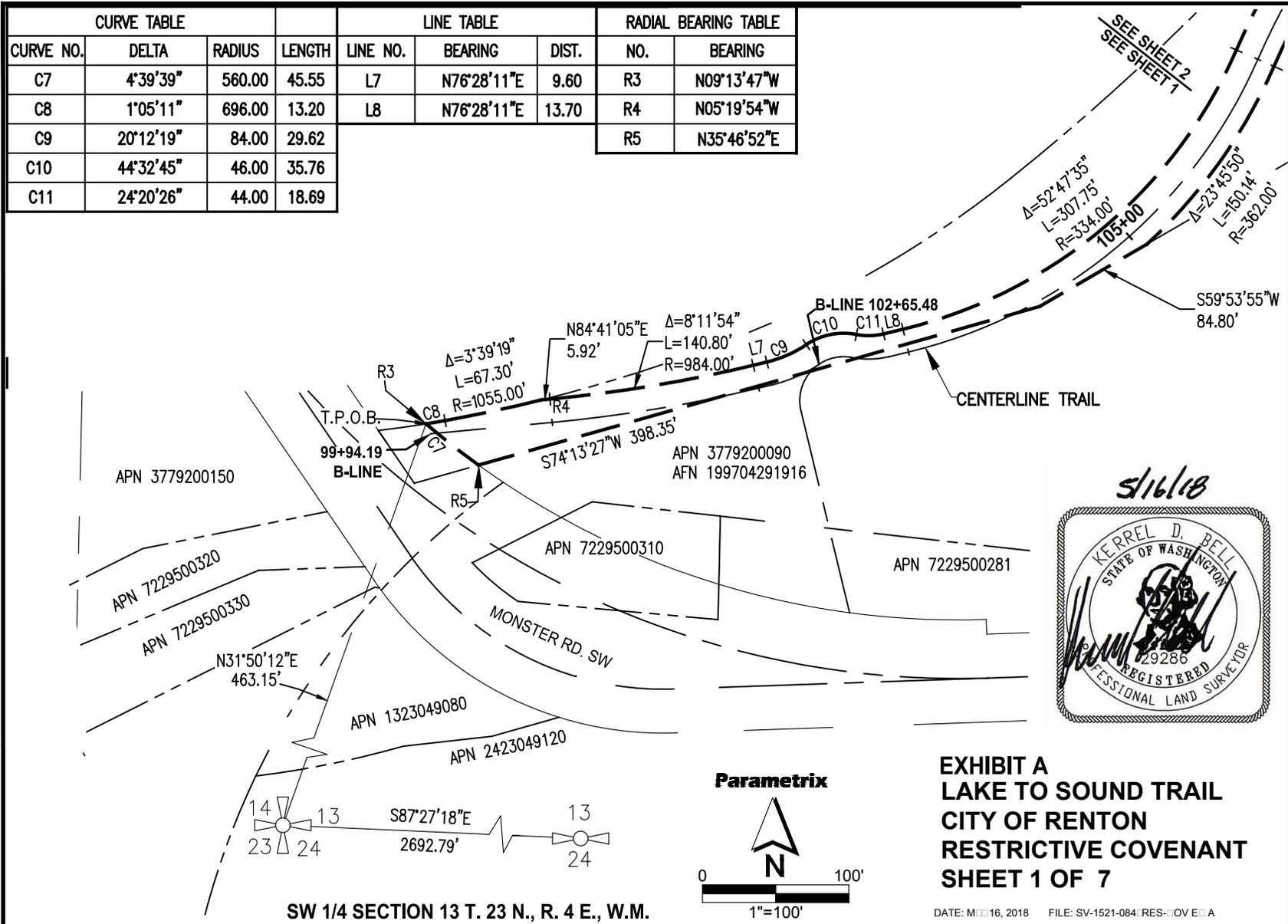
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 31°50'12" EAST A DISTANCE OF 463.15 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MONSTER ROAD SW AND THE TRUE POINT OF BEGINNING;

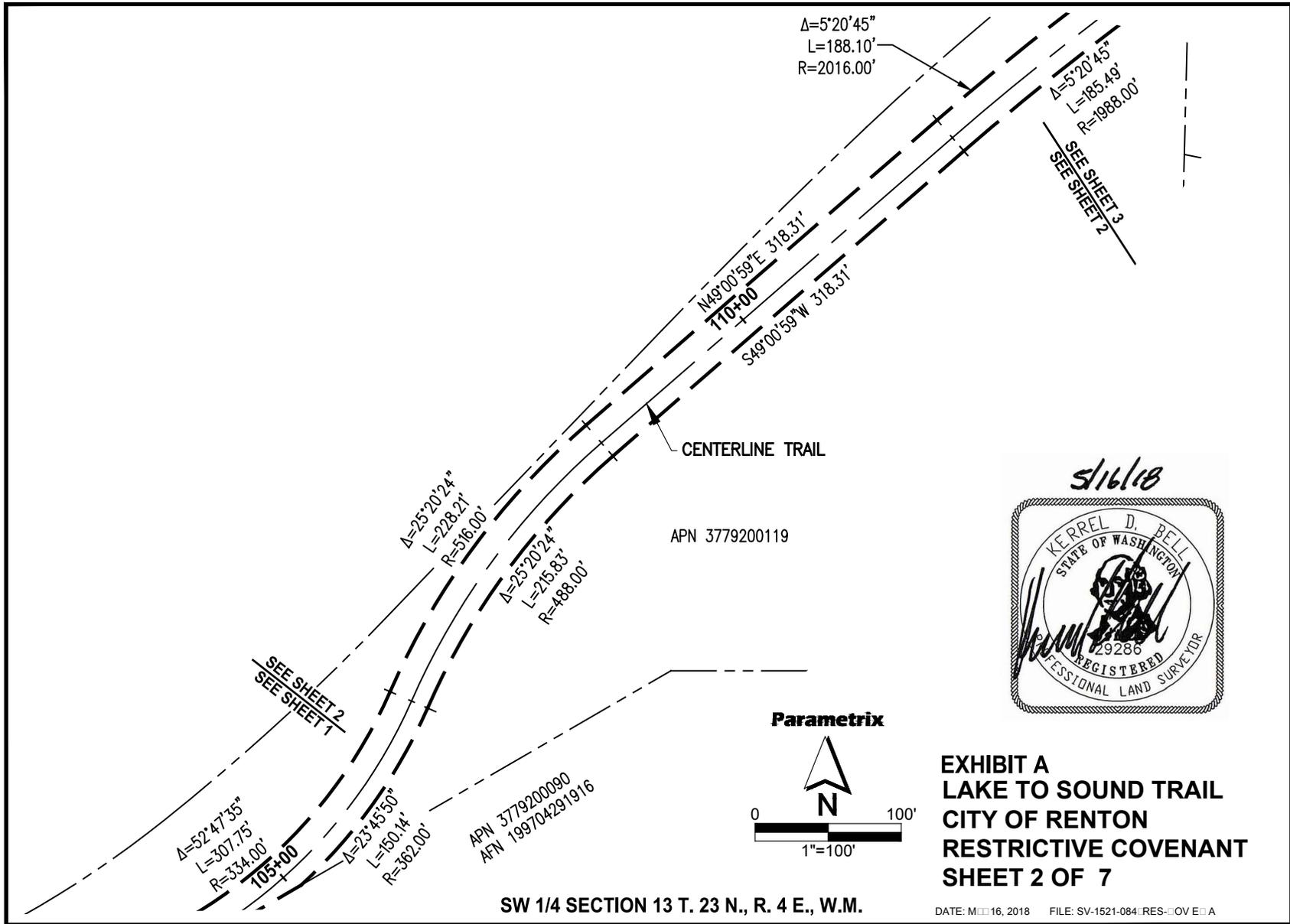
THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE ALONG A 696.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 09°13'47" WEST THROUGH A CENTRAL ANGLE OF 1°05'11" FOR AN ARC LENGTH OF 13.20 FEET; THENCE ALONG A 1055.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 3°39'19" FOR AN ARC LENGTH OF 67.30 FEET; THENCE NORTH 84°41'05" EAST A DISTANCE OF 5.92 FEET; THENCE ALONG A 984.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 05°19'54" WEST THROUGH A CENTRAL ANGLE OF 8°11'54" FOR AN ARC LENGTH OF 140.80 FEET; THENCE NORTH 76°28'11" EAST A DISTANCE OF 9.60 FEET; THENCE ALONG A 84.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°12'19" FOR AN ARC LENGTH OF 29.62 FEET; THENCE ALONG A 46.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 44°32'45" FOR AN ARC LENGTH OF 35.76 FEET; THENCE ALONG A 44.00 FOOT RADIUS REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 24°20'26" FOR AN ARC LENGTH OF 18.69 FEET; THENCE NORTH 76°28'11" EAST A DISTANCE OF 13.70 FEET; THENCE ALONG A 334.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 52°47'35" FOR AN ARC LENGTH OF 307.75 FEET; THENCE ALONG A 516.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 25°20'24" FOR AN ARC LENGTH OF 228.21 FEET; THENCE NORTH 49°00'59" EAST A DISTANCE OF 318.31 FEET; THENCE ALONG A 2016.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°20'45" FOR AN ARC LENGTH OF 188.10 FEET; THENCE NORTH 54°21'45" EAST A DISTANCE OF 105.83 FEET; THENCE ALONG A 2766.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°18'34" FOR AN ARC LENGTH OF 787.35 FEET; THENCE NORTH 70°40'19" EAST A DISTANCE OF 221.54 FEET; THENCE ALONG A 616.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 8°41'35" FOR AN ARC LENGTH OF 93.46 FEET; THENCE NORTH 79°21'54" EAST A DISTANCE OF 53.70 FEET; THENCE ALONG A 2516.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 5°55'33" FOR AN ARC LENGTH OF 260.22 FEET; THENCE NORTH 85°17'28" EAST A DISTANCE OF 355.04 FEET; THENCE ALONG A 215.94 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 29°34'39" FOR AN ARC LENGTH OF 111.47 FEET; THENCE SOUTH 65°07'54" EAST A DISTANCE OF 170.64 FEET; THENCE ALONG A 316.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°03'03" FOR AN ARC LENGTH OF 77.49 FEET; THENCE ALONG A 284.00 FOOT RADIUS REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°06'27" FOR AN ARC LENGTH OF 64.97 FEET; THENCE ALONG A 316.00 FOOT

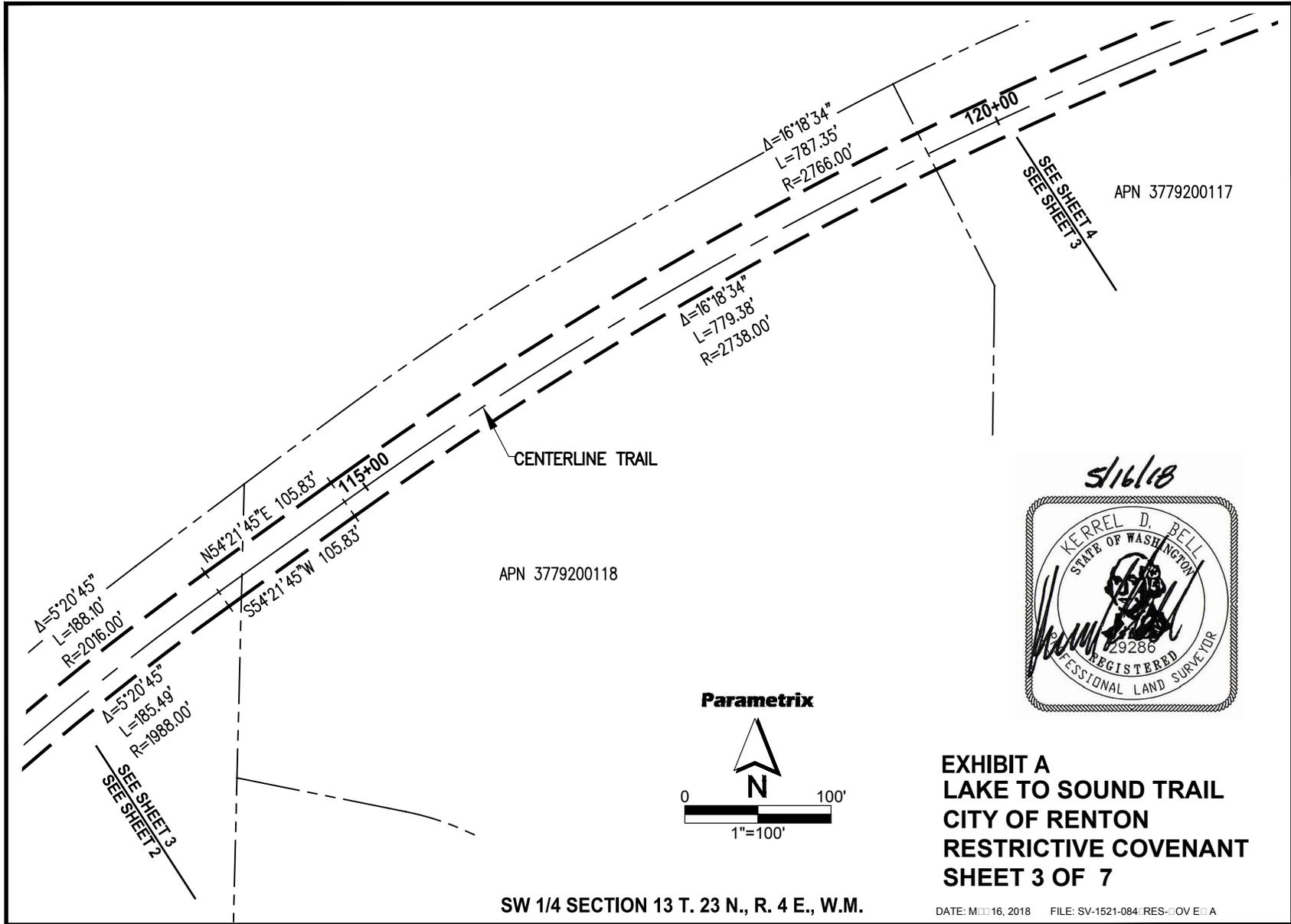
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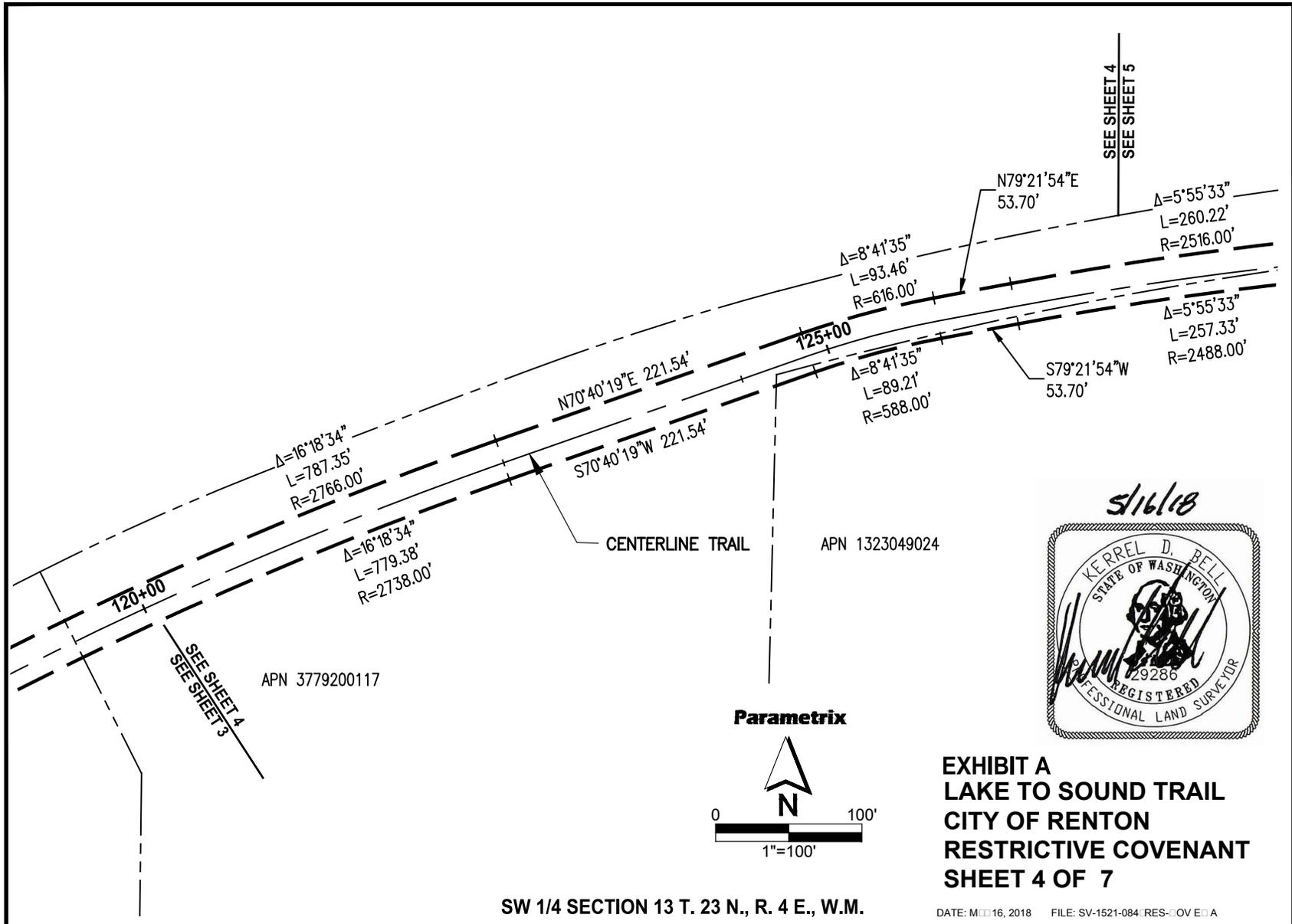
THE ABOVE DESCRIBED SEGMENT CONTAINING 116,710 SQUARE FEET MORE OR LESS.





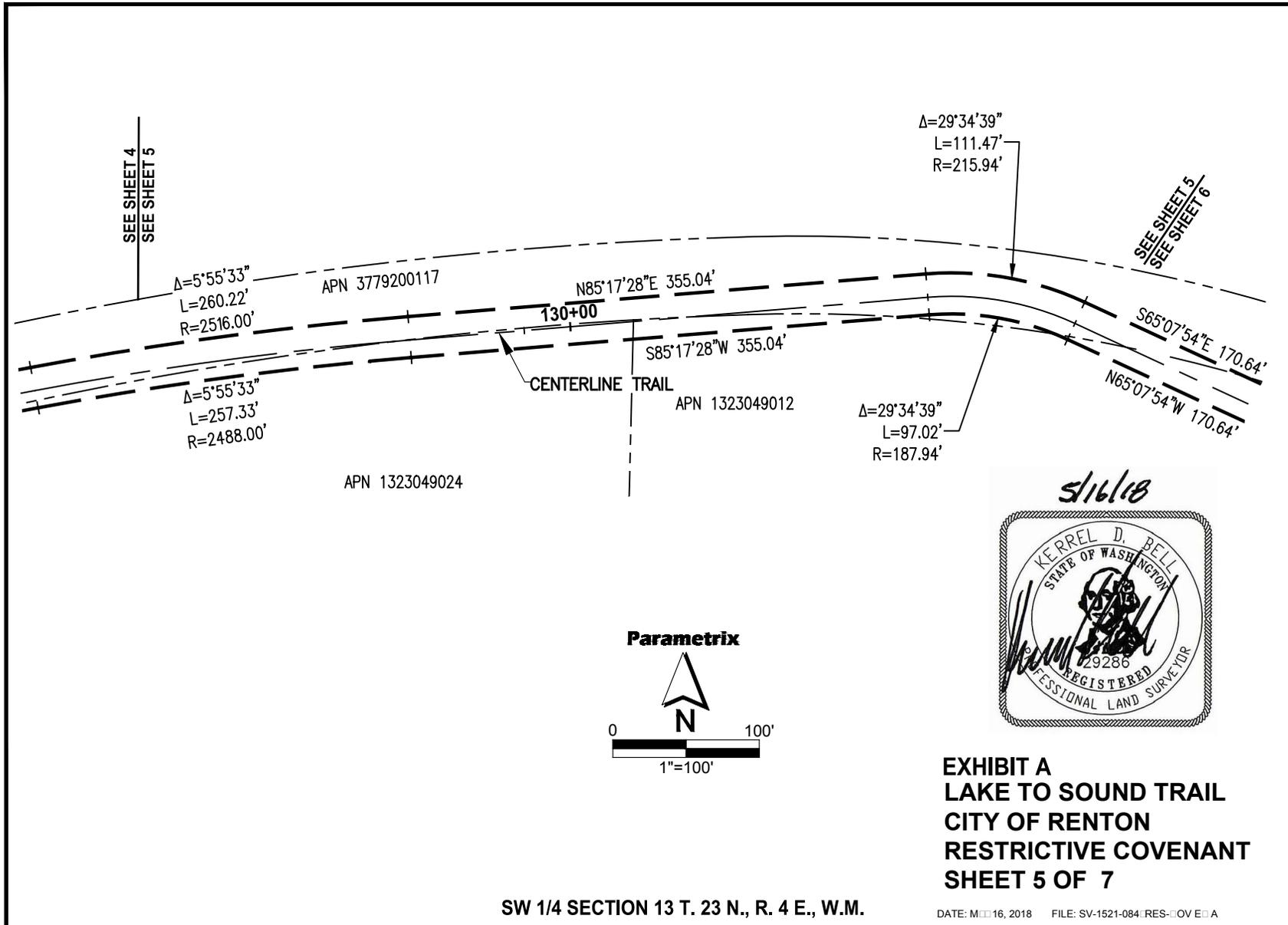


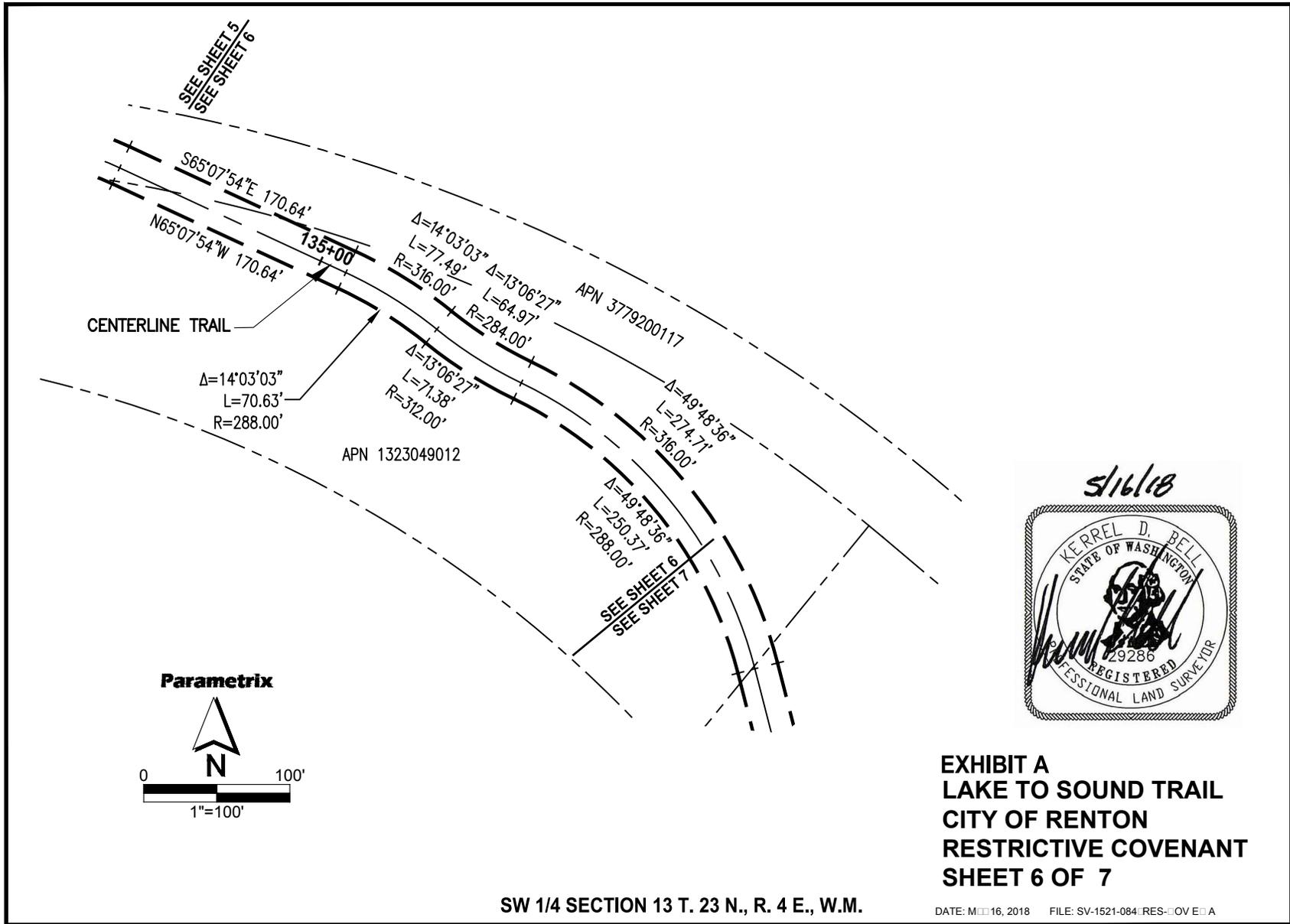


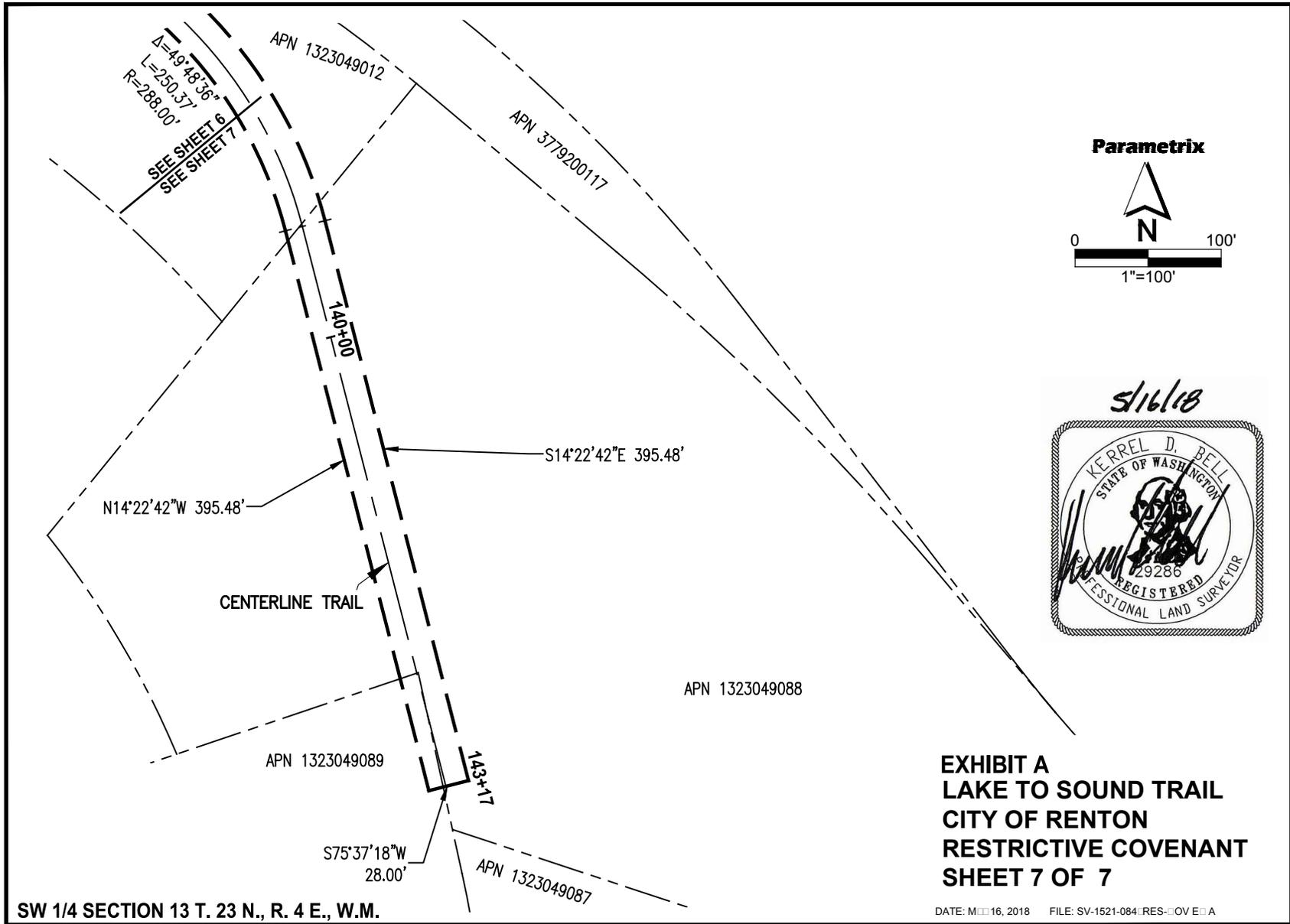


SW 1/4 SECTION 13 T. 23 N., R. 4 E., W.M.

DATE: M 16, 2018 FILE: SV-1521-084 RES-FOV E A







Return Address:
City Clerk
City of Renton
1055 South Grady Way
Renton, WA 98057

EXHIBIT G
Form of Bill of Sale

LAKE TO SOUND TRAIL SEGMENT A
QUIT CLAIM BILL OF SALE

Grantor: King County, a political subdivision of the State of Washington
Grantee: The City of Renton, a municipal corporation of the State of Washington
Legal Description (abbr.): SW 1/4, Sec. 13, Twn. 23, Rng. 4
Assessor's Tax Parcel No.: 3779200119, 3779200118, 3779200117, 3779200116,
1323049012, 1323049024, 1323049088 and 1323049089.

This Quit Claim Bill of Sale is made this __ day of _____, 20__ between King County, a political subdivision of the State of Washington ("Grantor"), and the City of Renton, a municipal corporation of the State of Washington ("Grantee") and collectively referred to as "the Parties."

WITNESSETH:

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct a portion of what is known as Segment A of the Lake to Sound Trail, a segment of trail traversing the Black River Riparian Forest crossing Monster Road SW and passing under the railroad tracks into Tukwila at Fort Dent Park. The portion of Segment A within the boundaries of the City, subject to the Interagency Agreement, is known as "the Project".

B. The Interagency Agreement provides that, after construction of the Project by the County and recording of a Restrictive Covenant by the City requiring the property on which the trail was built to be used in perpetuity for a Regional Trail, the County will transfer to the City ownership of the Project improvements located on or within real property within the right of way for Monster Road SW ("Right of Way Property") legally described in **Exhibit A** and figures shown in **Exhibit B** attached hereto and incorporated herein.

C. All of the conditions and circumstances set forth in the Interagency Agreement for transfer of ownership of the Project improvements have been met.

NOW THEREFORE, in consideration of the mutual covenants between the Parties recited herein, the receipt and adequacy of which is hereby acknowledged, Grantor hereby absolutely and unconditionally quitclaims, grants, sells, transfers, releases, confirms and delivers to Grantee, all of Grantor’s right, title and interest in and to any and all Project improvements, fixtures, equipment, furnishings, and other tangible property owned by Grantor and located on the property described in **Exhibit A** and **Exhibit B**, including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railings, retaining walls, rebar, wire fabric, and landscaping (“Improvements”);

The Grantor and Grantee agree that the transfer and sale of the Improvements is “as is where is” and that the Grantor makes no warranty nor representation express or implied regarding the fitness, quality, design and condition, capacity, suitability or performance of the Improvements.

Dated this ___ day of _____, 20__.

GRANTOR: KING COUNTY

GRANTEE: CITY OF RENTON

BY: _____

BY: _____

Denis Law

Its _____

Its Mayor

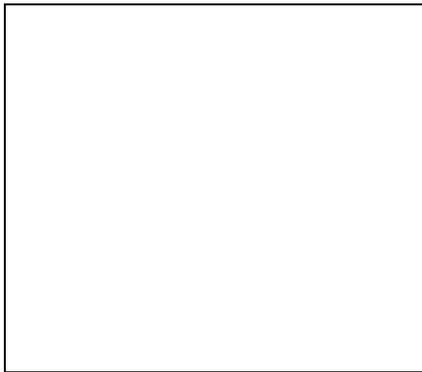
ATTEST:

Jason A. Seth, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Denis Law is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF RENTON, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

EXHIBIT "A"**LEGAL DESCRIPTION FOR LAKE TO SOUND TRAIL
CITY OF RENTON BILL OF SALE**

AN AREA OF LAND FOR AN INTERLOCAL AGREEMENT BEING A PORTION OF THE MONSTER ROAD SW RIGHT OF WAY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13 TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF RENTON, KING COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 13 BEARS SOUTH 87°27'18" EAST A DISTANCE OF 2692.79 FEET; THENCE NORTH 50°46'32" EAST A DISTANCE OF 352.59 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID MONSTER ROAD SW AND TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED SEGMENT;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 81°58'12" EAST A DISTANCE OF 5.39 FEET; THENCE ALONG A 75.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°47'29" FOR AN ARC LENGTH OF 23.29 FEET; THENCE NORTH 64°10'43" EAST A DISTANCE OF 18.79 FEET; THENCE ALONG A 105.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 75.23 FEET; THENCE SOUTH 74°46'20" EAST A DISTANCE OF 107.21 FEET; THENCE ALONG A 5.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 96°10'47" FOR AN ARC LENGTH OF 8.39 FEET; THENCE NORTH 09°02'53" EAST A DISTANCE OF 43.86 FEET; THENCE ALONG A 5.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 22°34'42" FOR AN ARC LENGTH OF 1.97 FEET; THENCE NORTH 13°31'49" WEST A DISTANCE OF 2.25 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID MONSTER ROAD SW; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE ON A 560.00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 01°21'25" EAST THROUGH A CENTRAL ANGLE OF 3°53'25" FOR AN ARC LENGTH OF 38.02 FEET; THENCE ALONG A 42.00 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 86°59'22" WEST THROUGH A CENTRAL ANGLE OF 6°02'15" FOR AN ARC LENGTH OF 4.43 FEET; THENCE SOUTH 09°02'53" WEST A DISTANCE OF 43.86 FEET; THENCE ALONG A 42.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 96°10'47" FOR AN ARC LENGTH OF 70.50 FEET; THENCE NORTH 74°46'20" WEST A DISTANCE OF 107.21 FEET; THENCE ALONG A 68.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41°02'57" FOR AN ARC LENGTH OF 48.72 FEET; THENCE SOUTH 64°10'43" WEST A DISTANCE OF 15.42 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF MONSTER ROAD SW; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ON A 238.99 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 21°12'43" EAST THROUGH A CENTRAL ANGLE OF 12°38'43" FOR AN ARC LENGTH OF 52.75 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED SEGMENT CONTAINING 10,661 SQUARE FEET, MORE OR LESS

TOGETHER WITH THE FOLLOWING DESCRIBED SEGMENT:

COMMENCING AT SAID SOUTHWEST CORNER OF SECTION 13; THENCE NORTH 31°50'12" EAST A DISTANCE OF 463.15 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE OF MONSTER ROAD SW AND THE TRUE POINT OF BEGINNING;

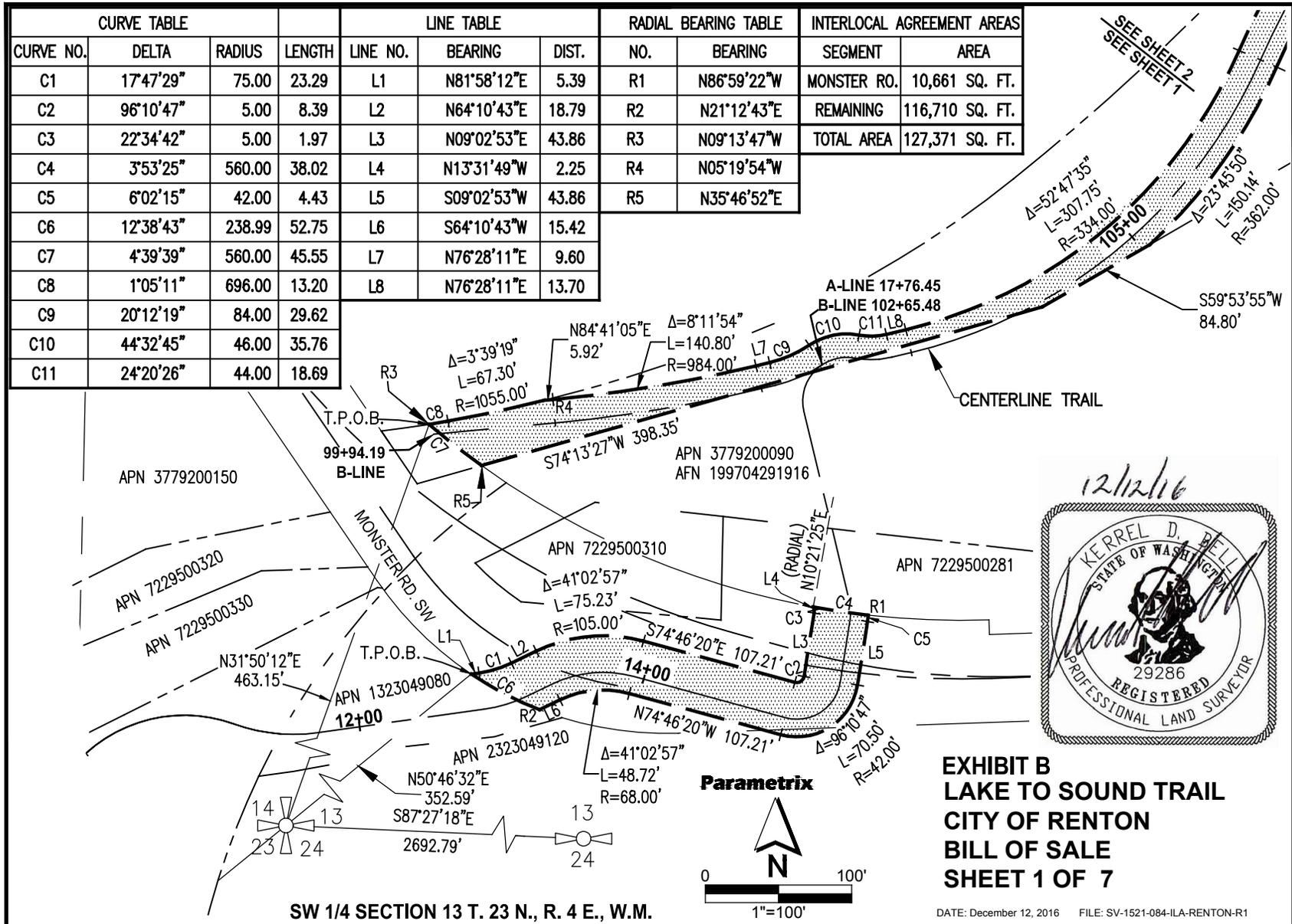
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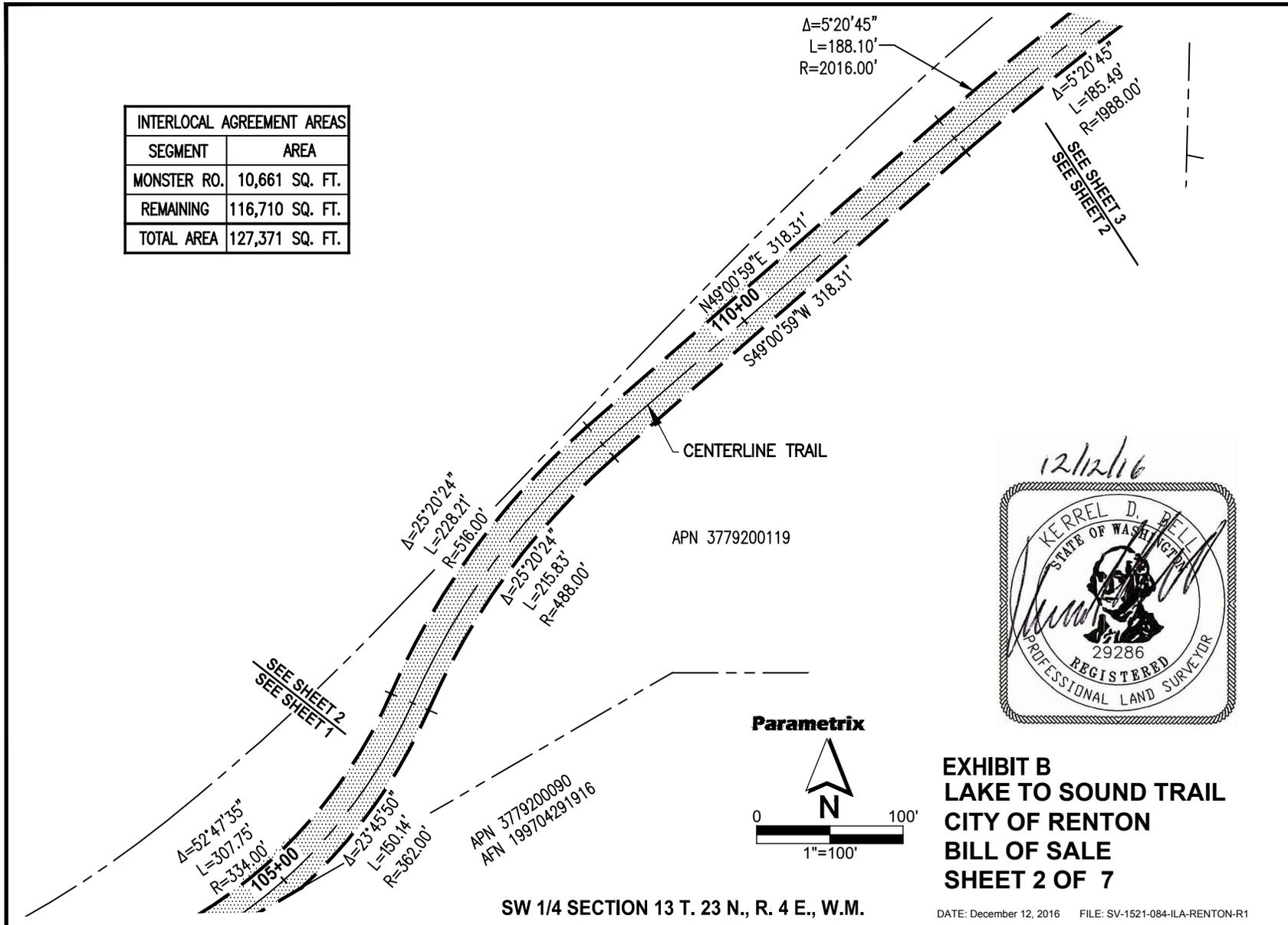
THE ABOVE DESCRIBED SEGMENT CONTAINING 116,710 SQUARE FEET MORE OR LESS

THE TOTAL OF BOTH OF THE HEREIN DESCRIBED SEGMENTS CONTAINING 127,371 SQUARE FEET MORE OR LESS





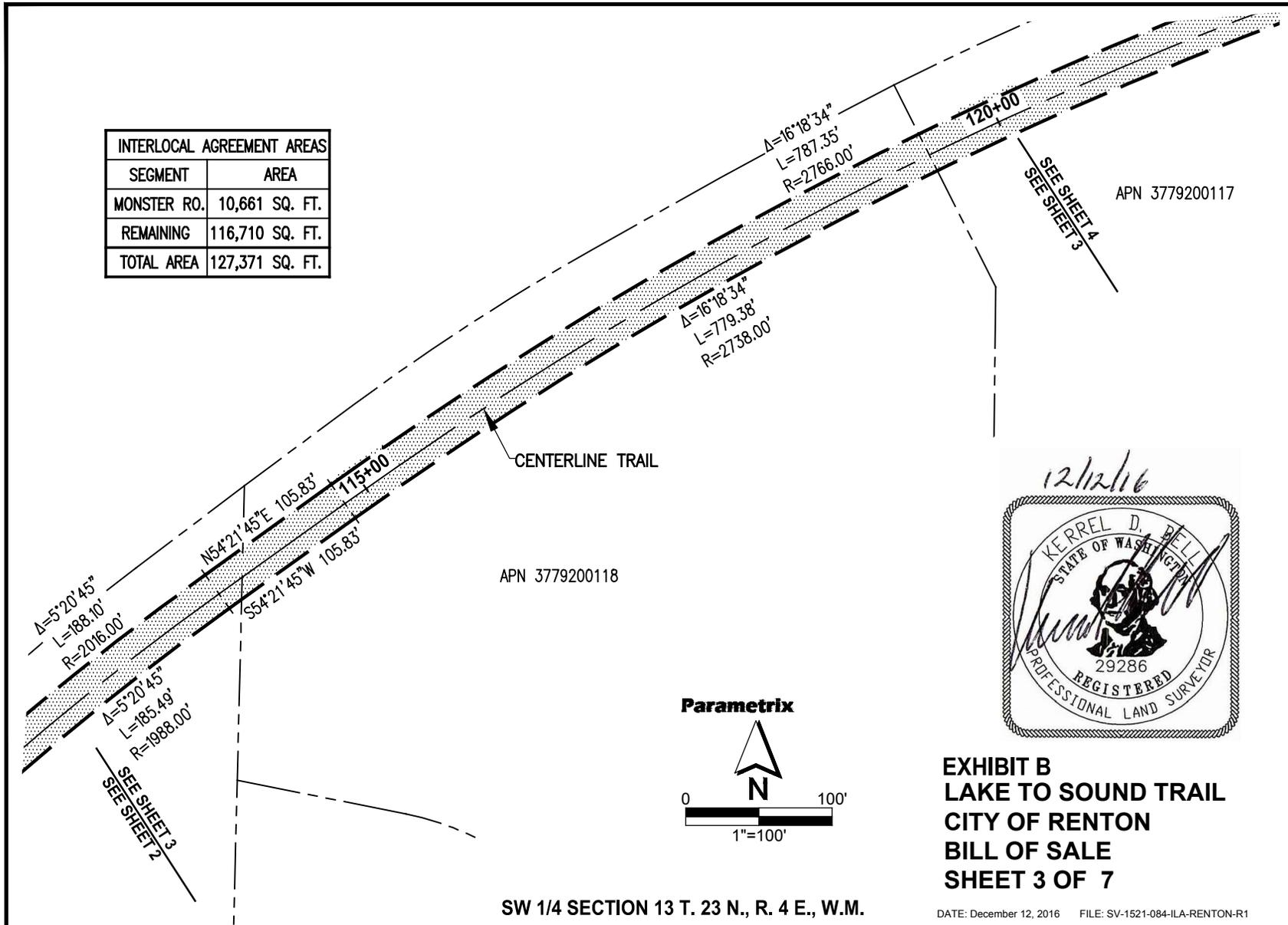
INTERLOCAL AGREEMENT AREAS	
SEGMENT	AREA
MONSTER RO.	10,661 SQ. FT.
REMAINING	116,710 SQ. FT.
TOTAL AREA	127,371 SQ. FT.



SW 1/4 SECTION 13 T. 23 N., R. 4 E., W.M.

DATE: December 12, 2016 FILE: SV-1521-084-ILA-RENTON-R1

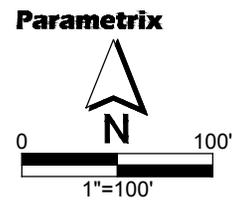
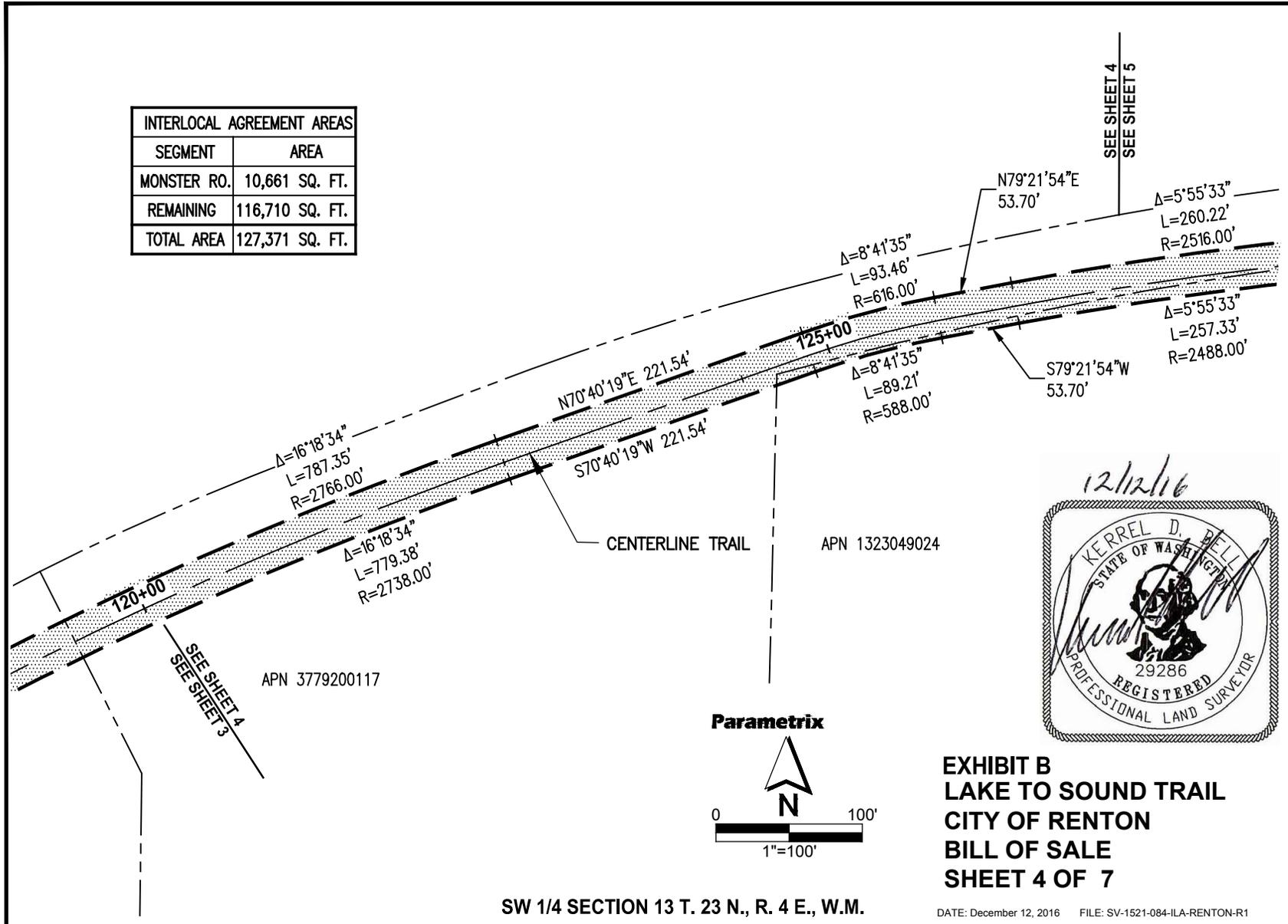
INTERLOCAL AGREEMENT AREAS	
SEGMENT	AREA
MONSTER RO.	10,661 SQ. FT.
REMAINING	116,710 SQ. FT.
TOTAL AREA	127,371 SQ. FT.



SW 1/4 SECTION 13 T. 23 N., R. 4 E., W.M.

DATE: December 12, 2016 FILE: SV-1521-084-ILA-RENTON-R1

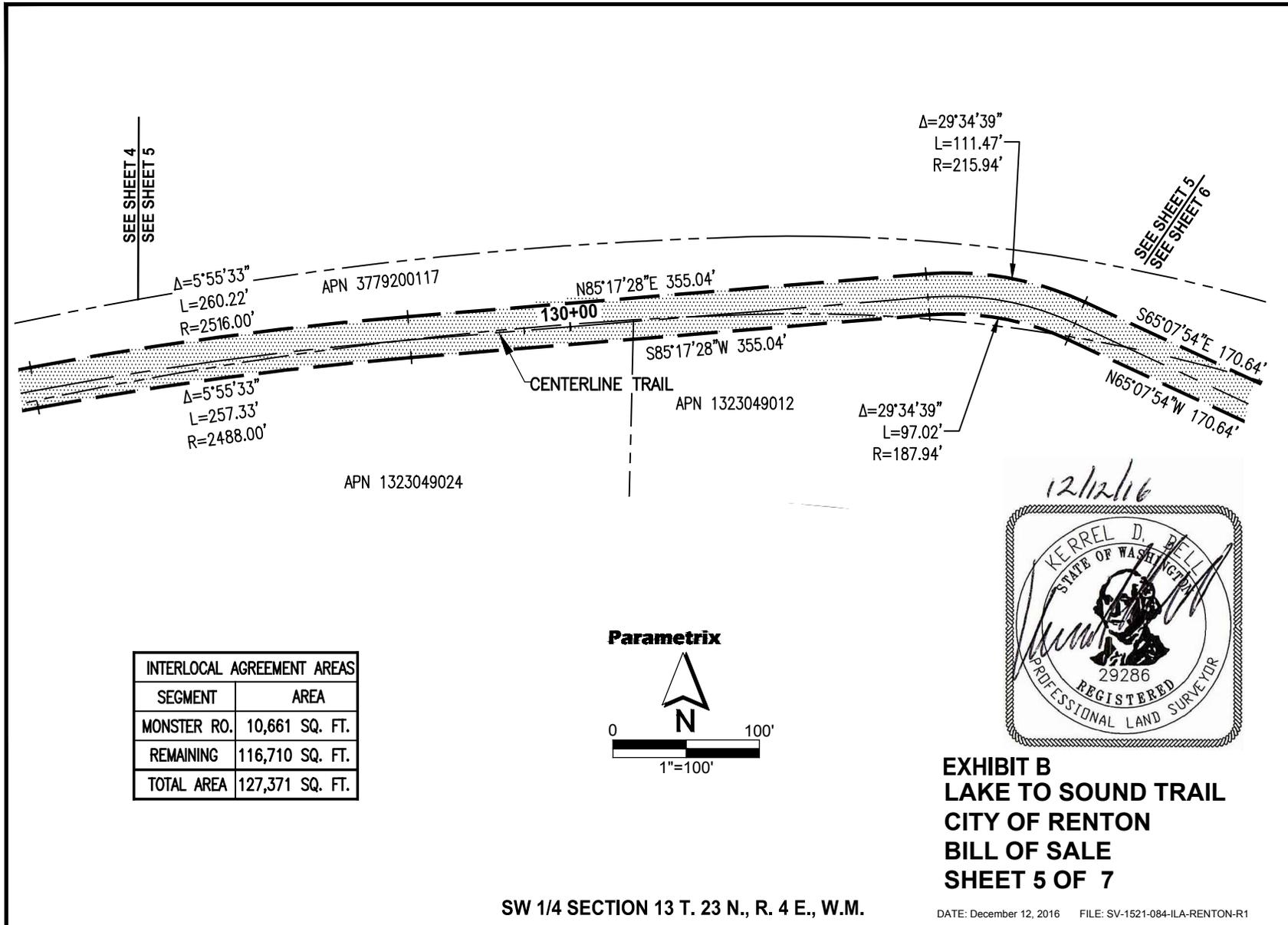
INTERLOCAL AGREEMENT AREAS	
SEGMENT	AREA
MONSTER RO.	10,661 SQ. FT.
REMAINING	116,710 SQ. FT.
TOTAL AREA	127,371 SQ. FT.



**EXHIBIT B
LAKE TO SOUND TRAIL
CITY OF RENTON
BILL OF SALE
SHEET 4 OF 7**

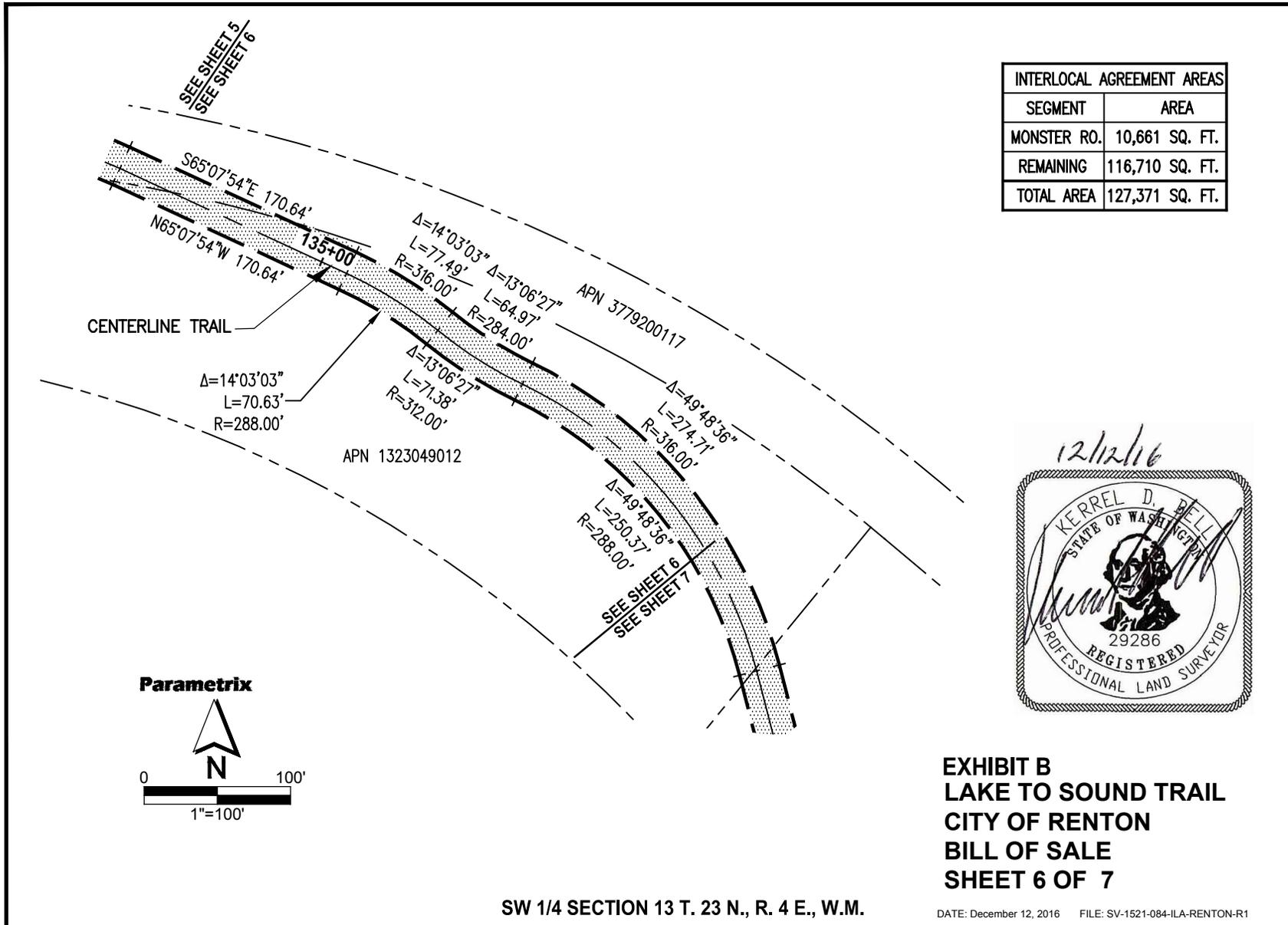
SW 1/4 SECTION 13 T. 23 N., R. 4 E., W.M.

DATE: December 12, 2016 FILE: SV-1521-084-ILA-RENTON-R1



SW 1/4 SECTION 13 T. 23 N., R. 4 E., W.M.

DATE: December 12, 2016 FILE: SV-1521-084-ILA-RENTON-R1



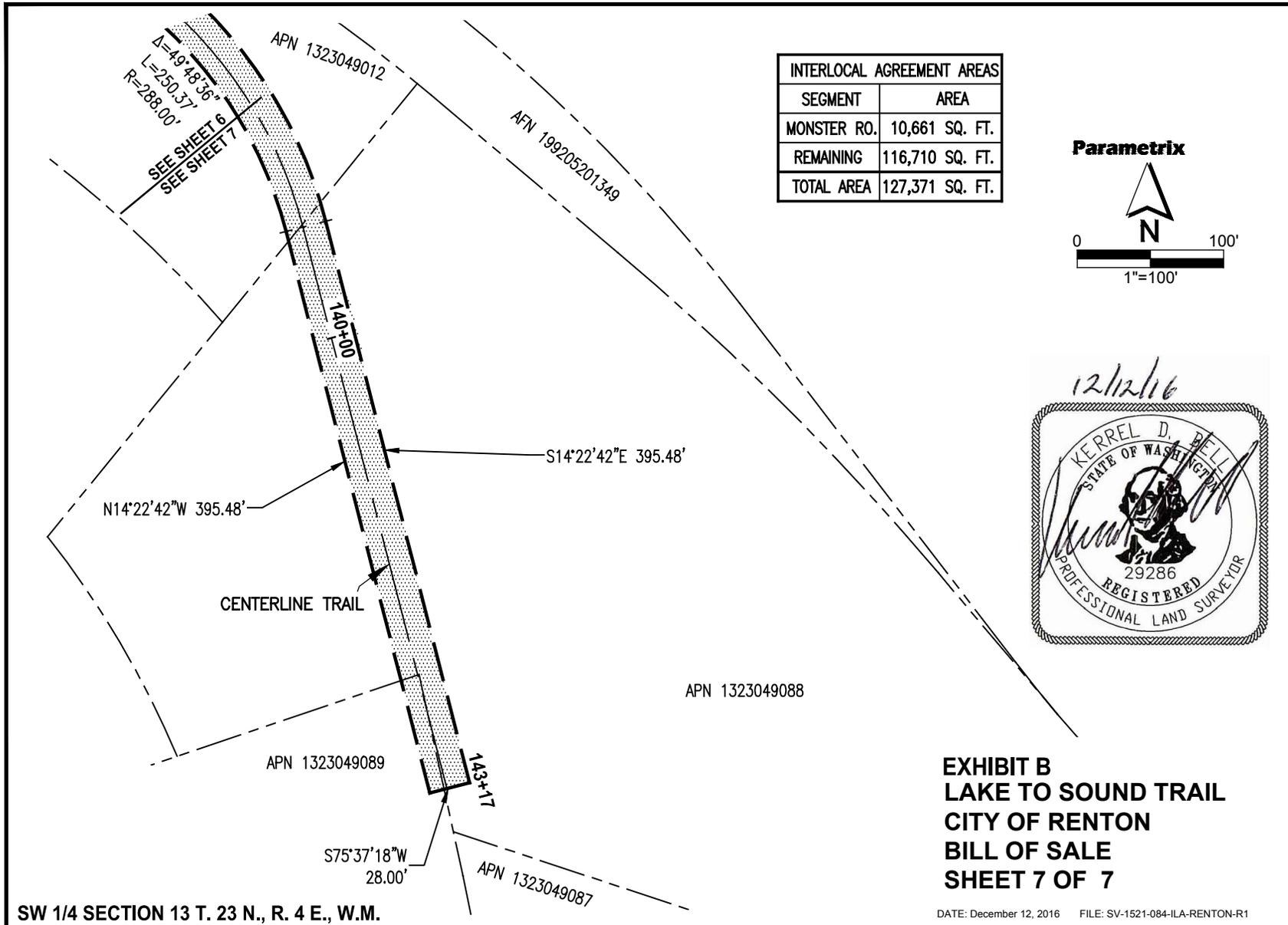


Exhibit H**ENCUMBRANCES ON CITY'S REAL PROPERTY
LAKE TO SOUND TRAIL PROJECT**

Exceptions on Limited Liability Guarantee No. 40207503-1-E, Not Split Out Per Parcel:	
No.	Description:
11 ¹	<p>Reservations contained in deed from the State of Washington recorded under Recording No. 5780049, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same, and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.</p> <p>Right of State of Washington or its successors, subject to payment of compensation therefor, to acquire rights-of-way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in deed referred to above.</p>
12	<p>Reservations of Mineral Rights:</p> <p>Reserved by: Chicago, Milwaukee, St. Paul and Pacific Railroad Company</p> <p>Recorded: February 20, 1980, September 30, 1980 and October 21, 1981</p> <p>Recording Nos.: 8002220257, 8009300609, 8009300611 and 8110210021</p> <p>Note: no examination was made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the land or rights so reserved.</p>
13	<p>Reservations of all minerals, including, but not limited to, coal, iron, natural gas and oil, together with the right to explore for and dispose of said minerals.</p> <p>Reserved by: Chicago, Milwaukee, St. Paul and Pacific Railroad Company</p> <p>Recorded: June 6, 1983</p> <p>Recording Nos.: 8306060006 and 8306060007</p> <p>Note: no examination was made to determine the present record owner of the above minerals, or mineral lands and appurtenant rights thereto, or to determine matters which may affect the land or rights so reserved.</p>
16	<p>Easement and the Terms and Conditions Thereof:</p> <p>Grantee: King County</p> <p>Purpose: Construction and maintenance of a wing wall</p>

¹ The Exception numbers in this Appendix are the same as those in the Limited Liability Guarantee No. 40207503-1-E, issued by Title Resources Guaranty Company through CW Title Company, dated March 7, 2018.

	<p>Area affected: A portion of said premises</p> <p>Recorded: March 5, 1970</p> <p>Recording No.: 6626569</p>
21	<p>All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the unrecorded Plat of Renton Shorelands Second Supplemental.</p> <p>Limited Liability Guarantee No. 40207503-1-E did not insure that the City's Real Property is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of the City's Real Property.</p>
22	<p>All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the Lot Line Adjustment recorded under Recording No. 8312229001.</p> <p>Limited Liability Guarantee No. 40207503-1-E did not insure that the City's Real Property is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of the City's Real Property.</p>
24	<p>Restrictive Covenant and the Terms and Conditions Thereof:</p> <p>Recorded: June 30, 1994</p> <p>Recording No.: 9406302136</p> <p>Regarding: Shoreline public use, recreation purposes and habitat conservation</p>
26	<p>Agreement and the Terms and Conditions Thereof:</p> <p>Recorded: January 5, 1983</p> <p>Recording No.: 8301050539</p> <p>Regarding: Rezoning, easements for greenbelt, open space, wildlife habitat, flood control, access and utility lines</p>
27	<p>Common Area Cost-Sharing Agreement and the Terms and Conditions Thereof:</p> <p>Recorded: July 23, 1990</p> <p>Recording No.: 9007230853</p>
28	<p>Agreement and the Terms and Conditions Thereof:</p> <p>Recorded: May 20, 1992</p> <p>Recording No.: 9205201351</p> <p>Regarding: Access</p>

29	Deed of Right to Use Land for Conservation Purposes and the Terms and Conditions Thereof: Between: City of Renton And: State of Washington Recorded: July 20, 1995 Recording No.: 9507201120
33	Matters set Forth by Survey: Recorded: May 22, 2000 Recording No.: 20000522900004
34	Private easements rights, if any, of adjacent owners over vacated streets and alleys; unrecorded, common law, private easement rights may persist despite cessation of public easement by: 1) non-user statute, RCW 36.87.090; or 2) by vacation or release of public interest.
35	Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.
Exceptions on Limited Liability Guarantee No. 40207503-1-E, Parcel Specific and Depicted on Appendix Map:	
No.	Description:
14	Easement Disclosed by Instruments and the Terms and Conditions Thereof: Purpose: Storm sewer drainage and natural gas pipeline Area affected: A portion of said premises Recorded: October 25, 1960 and August 28, 1964 Recording Nos.: 5216161 and 5780049 Shown on the Appendix Map as Title Exception No. 14, the pink double dash line, and note 4.
15	Easement Disclosed by Instruments and the Terms and Conditions Thereof: Grantee: King County Drainage District No. 1 Purpose: Drainage ditch Area affected: A portion of said premises Recorded: October 25, 1960 and August 28, 1964 Recording Nos.: 5216161 and 5780049

	Shown on the Appendix Map as Title Exception No. 15, the pink double dash line, and note 4.
17	<p>Easement and the Terms and Conditions Thereof:</p> <p>Purpose: 65-foot Strip Right-of-Way for ingress and egress</p> <p>Area affected: A portion of said premises</p> <p>Recorded: February 22, 1980</p> <p>Recording No.: 8002220257</p> <p>Shown on the Appendix Map as Title Exception No. 17, the black cross-hatch area, and note 4.</p>
18	<p>Easement and the Terms and Conditions Thereof:</p> <p>Purpose: 65-foot Strip Right-of-Way for Railroad purposes</p> <p>Area affected: A portion of said premises</p> <p>Recorded: October 21, 1981</p> <p>Recording No.: 8110210021</p> <p>Shown on the Appendix Map as Title Exception No. 18, the black cross-hatch area, and note 1.</p>
19	<p>Easement and the Terms and Conditions Thereof:</p> <p>Purpose: 60-foot Strip Right-of-Way for ingress, Egress and Utilities</p> <p>Area Affected: A Portion of Said Premises</p> <p>Recorded: November 15, 1988</p> <p>Recording No.: 8811151497</p> <p>Shown on the Appendix Map as Title Exception No. 19, the purple hatch area, and note 2.</p>
20	<p>Easement and the Terms and Conditions Thereof:</p> <p>Grantee: King County</p> <p>Purpose: Temporary construction for the Lake to Sound Trail</p> <p>Area affected: A portion of said premises</p> <p>Recorded: February 6, 2017</p> <p>Recording No.: 20170206000242</p> <p>Shown on the Appendix Map as the black dash line and note 5.</p>

23	<p>All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, disclosed by the Lot Line Adjustment recorded under recording no. 9205219005.</p> <p>Limited Liability Guarantee No. 40207503-1-E did not insure that the City's Real Property is benefited by easements, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of the City's Real Property. (Affects: Parcel A)</p> <p>Shown on the Appendix Map as Title Exception No. 23, the 60-foot easement in purple hatch area, the blue hatch area, and note 3.</p>
25	<p>Agreements Contained in Instruments and the Terms and Conditions Thereof:</p> <p>Recorded: February 22, 1980, April 24, 1980 and September 30, 1980</p> <p>Recording Nos.: 8002220257, 8004240435, 8009300609 and 8009300611</p> <p>Regarding: Maintenance fees</p> <p>Shown on the Appendix Map as Title Exception No. 25, the black cross-hatch area, and note 3.</p>
30	<p>Matters set Forth by Survey:</p> <p>Recorded: January 30, 1980</p> <p>Recording No.: 8001309003</p> <p>Shown on the Appendix Map as Title Exception No. 30, the black cross-hatch area, and the pink double dash line.</p>
31	<p>Matters set Forth by Survey:</p> <p>Recorded: October 8, 1980</p> <p>Recording No.: 8010089004</p> <p>Shown on the Appendix Map as Title Exception No. 31, the black cross-hatch area, and the pink double dash line.</p>
32	<p>Matters set Forth by Survey:</p> <p>Recorded: October 8, 1980</p> <p>Recording No.: 8010089005</p> <p>Shown on the Appendix Map as Title Exception No. 32 and the black cross-hatch area.</p>
<p>Other Encumbrances Not Specified on Limited Liability Guarantee No. 40207503-1-E:</p>	
<p>Possible drainage onto the City's Real Properties via daylighted culvert(s), 12" clay pipe(s), or other pipe(s) from properties to the north of the Right-of-Way for Railroad purposes, shown on the Appendix Map as the black hatch area.</p>	