INTERLOCAL AGREEMENT BETWEEN SAMMAMISH AND REDMOND FOR TRANSFER AND DEVELOPMENT OF PARK PROPERTY

THIS AGREEMENT is entered into between the City of Sammamish ("Sammamish") and the City of Redmond ("Redmond"), municipal corporations of the State of Washington, for the purposes hereafter mentioned.

RECITALS

A. Redmond is the owner of certain parcels of real property located on and adjacent to East Lake Sammamish Parkway and more particularly described on Exhibit A attached to this Agreement and incorporated herein by this reference as if set forth in full. Redmond purchased the parcels in the 1990s for the project then known as the City of Redmond's East Lake Sammamish Waterfront Park.

B. Since Redmond's purchase of the parcels, the City of Sammamish has incorporated and the parcels owned by Redmond are now located within Sammamish. Sammamish has expressed a desire to acquire the parcels from Redmond for use as a park and Redmond has agreed to transfer the parcels to Sammamish so that the parties' joint vision of providing a park that can be used by residents of both cities and that can provide access to recreational trails and the shoreline of Lake Sammamish can be realized.

C. The parties now wish to set forth their agreements concerning the transfer and development of the East Lake Sammamish Waterfront Park property in writing.

AGREEMENT

IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. <u>Purpose of Agreement</u>. The purpose of this Agreement is to provide the terms and conditions under which Redmond will transfer its interest in the parcels of real property described on Exhibit A to Sammamish, as well as the manner in which the parties' joint vision of a public park on said property will be realized.

2. <u>Redmond to Transfer Property to Sammamish</u>. Redmond agrees to transfer the parcels of real property described on Exhibit A to Sammamish within thirty (30) days after this Agreement is signed by both parties. Title shall be conveyed by Quit Claim Deed, upon the express condition that the parcels shall be used only for park, open space, trail, and other recreation purposes. Sammamish has inspected and knows the condition of the parcels and agrees to accept the same in "AS IS, WHERE IS" condition, including, without limitation, the existence or non-existence of any substance or material regulated as a hazardous substance, hazardous waste, toxic substance, pollutant or contaminant under any federal, state, or local law or regulation, including but not limited to the Model Toxics Control Act, RCW 70.105D. Redmond does not make and

specifically disclaims any and all warranties, express or implied, including any warranties as to title, merchantability or fitness for any purpose or regarding the presence or absence of hazardous materials, dangerous wastes, or contamination of any kind on the said parcels. Sammamish agrees that Redmond shall have no liability for, and that Sammamish hereby waives, releases and has no recourse against Redmond for, any deficiency or defect of any kind related to the said parcels, including but not limited to, claims for contribution against Redmond under the Model Toxics Control Act or any other state, federal, or local law, regulations, or ordinance relating to environmental contamination, without regard to whether such defect or deficiency was discovered or discoverable by Redmond or Sammamish prior to the conveyance.

3. **Grant Agreements.** Redmond purchased some of the parcels described on Exhibit A with grant funds from the 1993 King County Conservation Futures Acquisition Program and the 1989 King County Open Space Bond. Redmond entered into interlocal agreements with King County providing for receipt of the grant funds, expenditure of the grant funds for the parcels described on Exhibit A, and restricting the use of the parcels consistent with the purposes of the Conservation Futures and Open Space Bond programs. Redmond hereby assigns to Sammamish, and Sammamish hereby agrees to accept, Redmond's rights and obligations under the interlocal agreements between Redmond and King County regarding the Conservation Futures and Open Space Bond funds. Sammamish agrees to comply with all terms and conditions set forth in said agreements as they affect the parcels described on Exhibit A and agrees to indemnify, hold harmless, and defend Redmond, its officers, agents, and employees, from and against any and all claims that any action of Sammamish after conveyance of the parcels is in violation of said interlocal agreements.

4. **Consideration.** Sammamish shall not be required to pay any money to Redmond for the parcels described on Exhibit A. The consideration for conveyance of the parcels is Sammamish's agreement to abide by the terms and conditions of this interlocal agreement and Redmond and Sammamish agree that Sammamish's commitments herein constitute true and full value for Redmond's conveyance of the parcels and that Redmond's conveyance of the parcels constitutes true and full value for Sammamish's commitments herein. Sammamish agrees to pay all closing costs and recording fees necessary to effect the transfer of the parcels to Sammamish.

5. **Duration of Agreement.** This Agreement shall take effect upon signature by both parties and shall remain in effect for as long as Sammamish shall own the parcels described on Exhibit A.

6. **Sammamish to Develop and Open Park.** Sammamish is currently engaged in a master planning process for development of the parcels described on Exhibit A as a park. Potential uses under discussion are beach access, a trailhead and associated parking for the East Lake Sammamish Waterfront Trail and other potential parks, open space, and recreation uses. Sammamish agrees to complete its master planning process and to use its best reasonable efforts to develop the park according to the master plan ultimately chosen and open the same to public use by September 1, 2018. All design and

development of the park shall be at Sammamish's sole cost and expense. The cities recognize the challenges of municipal finance and the costs of waterfront development. The cities also commit to the goal of developing a public park on Lake Sammamish, and agree to work together towards that end. To insure success, the cities agree to meet no later than Sept 1, 2013 to review progress Sammamish has made to open the property for public access. If Sammamish is unable to open the property for public access by September 1, 2017 the cities will meet to determine the steps needed to prevent the property being returned to the City of Redmond. If the park is not opened for public use by September 1, 2018, Sammamish will deed the property back to Redmond without charge by December 31, 2018 and will pay all costs of doing so.

7. **Use of Park by Redmond Residents.** Redmond residents shall be allowed access to and use of the park to the same extent as Sammamish residents. There shall be no admission fee charged for entry to the park, and in the event that Sammamish imposes any fee for specific activities engaged in on the park property, Redmond residents shall not be charged any fee that is greater than that charged to residents of Sammamish.

8. **Maintenance of Park.** Upon transfer of the parcels described on Exhibit A from Redmond to Sammamish, all maintenance and repair of such parcels and any improvements thereon shall be the sole responsibility and at the sole cost and expense of Sammamish. Sammamish shall have sole responsibility for the maintenance, operation, and repair of any park improvements made to the property by Sammamish and any and all appurtenances thereto.

9. **Signage.** Redmond and Sammamish shall agree on a permanent sign to be located on the parcels described on Exhibit A which acknowledges the participation of both parties in providing the park for the public.

10. **Administration.** No separate legal entity is created by this Agreement. This Agreement shall be jointly administered by the Parks and Recreation Directors of Redmond and Sammamish.

11. **No Joint Property.** The parties do not intend to acquire any joint property or assets in connection with this Agreement. Once the parcels described on Exhibit A are conveyed by Redmond to Sammamish, sole ownership of the parcels shall be in Sammamish, subject only to the conditions set forth in the deed and this Agreement. All improvements to be made by Sammamish to the parcels described on Exhibit A shall be the sole property of Sammamish and Redmond shall have no ownership or other interest in the same.

12. **No Joint Venture.** The parties do not intend to create any partnership or joint venture by entering into this Agreement. The sole purpose of this Agreement is to establish the terms and conditions under which Redmond is transferring the parcels described on Exhibit A to Sammamish.

13. Indemnity.

A. Redmond agrees to indemnify, hold harmless, and defend Sammamish, its elected and appointed officials and employees from and against any and all claims, actions, sites, liability, loss, costs, expenses, and damages of any nature whatsoever, (i) that are caused by or result from a negligent act or omission of Redmond, its elected or appointed officials or employees, and (ii) that arise from events related to the parcels described on Exhibits A prior to the transfer of the property to Sammamish, except to the extent that indemnifying, defending, and holding Sammamish harmless is limited by Section 2 above.

B. Sammamish agrees to indemnify, hold harmless, and defend Redmond, its elected and appointed officials and employees from and against any and all claims, actions, sites, liability, loss, costs, expenses, and damages of any nature whatsoever, (i) that are caused by or result from a negligent act or omission of Sammamish, its elected or appointed officials or employees, and (ii) that arise from events related to the parcels described on Exhibits A after the transfer of the property to Sammamish, except to the extent that indemnifying, defending, and holding Redmond harmless is limited by Section 2 above..

14. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the transfer, development, and use of the parcels described on Exhibit A and supersedes any and all prior discussions and understandings. This Agreement may be amended only be written instrument executed by both parties.

15. Filing. As provided in RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.

EFFECTIVE AS OF the last date set forth below.

CITY OF SAMMAMISH

City Manager Ben Yazici
Dated: Sept. 3, 2008

CITY OF REDMOND

Mayor John Marchione
Dated: 9/8/08

ATTEST/AUTHENTICATED:

City Clerk Melonie Anderson

ATTEST/AUTHENTICATED:

City Clerk Michelle McGehee

APPROVED AS TO FORM

City Attorney Bruce Disend

APPROVED AS TO FORM:

City Attorney James E. Haney

Exhibit A

East Lake Sammamish Waterfront Park Property

Property 1.
King County Recording Number: 9412161365
Grantor: Magnussen, Jon
Parcel Number: 1825069106 (was 9054)
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

Property 2.
King County Recording Number: 9412150297
Grantor: Kittel, Howard
Parcel Number: 1825069091
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

Property 3.
King County Recording Number: 9604030243
Grantor: Waln
Parcel Number: 1825069107
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

Property 4.
King County Recording Number: 9711240352
Grantor: Braly and Hines (aka Butler property)
Parcel Number: 1825069076
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

Property 5.
King County Recording Number: 9903302002
Grantor: Norquist
Parcel Number: 1825069086
Project Name: East Lake Sammamish Waterfront Park (ELSWP)

PROPERTY 1
I2008-109

EXHIBIT "A"

That portion of Government Lots 4 and 5 in Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Section 18, thence N 56°04'09" W 2293.51 feet to a concrete monument used as the Southeast corner of the Quackenbrush property as recorded under Auditor's File No. 1252239; thence N 11°28'45 W 148.93 feet; thence S 56°46'00" W 139.48 feet to the TRUE POINT OF BEGINNING; thence continue S 56°46'00" W 178.71 feet to the Easterly right-of-way margin of East Lake Sammamish Parkway (Redmond-Issaquah Road) as conveyed to King County by deeds recorded under recording numbers 304837, 301838, 267766 and 2681595; thence S 38°24'22" E along said road margin 175.44 feet; thence N 48°23'15" E 138.30 feet to a point which bears S 23°39'37" E from the TRUE POINT OF BEGINNING; thence N 23°39'37" W 156.76 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO an easement for ingress, egress and utilitites over, under, across, through and upon a strip of land 12.00 feet in width lying Southeasterly of, parallel with and contiguous to the Northwesterly line thereof.

(The bearings shown in this description are based on K.C.A.S. Meridian).

Said easement shall be binding upon the current owner(s) of record of the above described property and their successors and assigns and shall be for the benefit of the current owners of record their heirs, successors, and assigns of the property know as Tax ID # 182506-9054-01 or 4354 East Lake Sammamish Parkway.

9412161365

DESCRIPTION OF SECOND CLASS SHORE LANDS

That portion, if any, of the Second Class Shore Lands which lies Southwesterly of the Burlington Northern Railroad right-of-way and which lies between the Southwesterly extensions of the Northwesterly and Southeasterly boundary lines of the following described tract:

That portion of Government Lots 4 and 5 in Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the Southeast corner of said Section 18, thence N 56°04'09" W 2293.51 feet to a concrete monument used as the Southeast corner of the Quackenbrush property as recorded under Auditor's File No. 1252239 and the TRUE POINT OF BEGINNING; thence N 11°28'45" W 148.93 feet; thence S 56°46'00" W 318.19 feet to the Easterly right-of-way margin of East Lake Sammamish Parkway (Redmond-Issaquah Road) thence S 38°24'22" E along said road margin 175.44 feet to a point which bears S 48°23'15" W from the TRUE POINT OF BEGINNING; thence N 48°23'15" E 249.84 feet to the TRUE POINT OF BEGINNING.

(The bearings shown in this description are based on K.C.A.S. Meridian)

PROPERTY 2
I2008-109

EXHIBIT "A"

Order No. 989784

LEGAL DESCRIPTION:

THAT PORTION OF GOVERNMENT LOTS 4 AND 5 IN SECTION 18, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18;
THENCE NORTH 56 DEGREES 04 MINUTES 09 SECONDS WEST 2,293.51 FEET TO A CONCRETE MONUMENT USED AS THE SOUTHEAST CORNER OF THE QUACKENBUSH PROPERTY, AS RECORDED UNDER RECORDING NO. 1252239;
THENCE NORTH 11 DEGREES 28 MINUTES 45 SECONDS WEST 148.93 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 11 DEGREES 28 MINUTES 45 SECONDS WEST 129.95 FEET TO A POINT WHICH BEARS SOUTH 11 DEGREES 28 MINUTES 45 SECONDS EAST AND A DISTANCE OF 253.87 FEET FROM A CONCRETE MONUMENT USED AS THE NORTHEAST CORNER OF SAID QUACKENBUSH PROPERTY;
THENCE SOUTH 56 DEGREES 46 MINUTES 00 SECONDS WEST 377.28 FEET TO THE NORTHERLY MARGIN OF THE REDMOND-ISSAQUAH ROAD AS CONVEYED TO KING COUNTY BY DEEDS RECORDED UNDER RECORDING NOS. 304837, 301838, 267766 AND 2681595;
THENCE SOUTH 38 DEGREES 24 MINUTES 22 SECONDS EAST ALONC SAID NORTHEASTERLY MARGIN 121.19 FEET;
THENCE NORTH 56 DEGREES 46 MINUTES 00 SECONDS EAST 318.19 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION, IF ANY, OF THE SECOND CLASS SHORE LANDS, WHICH LIES BETWEEN THE SOUTHERLY EXTENSIONS OF THE NORTHWESTERLY AND SOUTHEASTERLY BOUNDARY LINES OF THE ABOVE DESCRIBED TRACT AND LYING SOUTHWESTERLY OF THE BURLINGTON NORTHERN RAILROAD RIGHT-OF-WAY;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

9412150297

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL A:

The second class shorelands lying in front of the following described premises:
That portion of Government Lot 4 in Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows
Beginning 1,387.7 feet north and 2,288.2 feet west of the southeast section corner of Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington;
thence north 20°00'00" west 50.16 feet to the TRUE POINT OF BEGINNING;
thence north 20°00'00" west 50.16 feet;
thence south 74°36'00" west 177.1 feet;
thence southeasterly along county road to a point bearing south 74°36'00" west of the TRUE POINT OF BEGINNING;
thence north 74°36'00" east 162.9 feet to the TRUE POINT OF BEGINNING.

PARCEL B:

The shorelands of the second class situate in front of said tract and lying between the southwesterly extensions of the northerly and southerly boundary lines of the following described tract:
That portion of Government Lot 4, Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, bounded and described as follows:
Beginning at a point 1,387.7 feet north and 2,288.2 feet west of the southeast corner of said Section 18 which point of beginning is marked by an iron pipe embedded in the ground;
thence north 20°00' west 50.16 feet;
thence south 74°36' west 162.9 feet more or less to the northeasterly margin of right-of-way of county road;
thence southeasterly along said northeasterly road margin to a point from which the point of beginning bears north 74°36' east;
thence north 74°36' east 145.4 feet more or less to the point of beginning.

PARCEL C:

The second class shorelands lying in front of the following described parcel:
That portion of Government Lots 4 and 5, Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:
Beginning at a point marked by an iron pipe imbedded in the ground that is 1,387.7 feet north and 2,287.2 feet west of the southeast corner of said Section 18;
thence north 74°36'00" west 24.0 feet;
thence south 30°03'15" east 83.28 feet;
thence south 55°33'45" west a distance of 143.34 feet, more or less, to the northeasterly margin of the Redmond-Issaquah Road;
thence northwesterly along said margin to a point of intersection with a line which bears south 74°36'00" west of the true point of beginning;
thence north 74°36'00" east a distance of 142.53 feet, more or less, to the TRUE POINT OF BEGINNING;
EXCEPT any portion of said shorelands lying within railroad right-of-way.

9604030243

PROPERTY 4
I2008-109

Exhibit "A"

That portion of the northerly 500 feet of Government Lot 4, Section 18, Township 25 North, Range 6 East, W.M., in King County, Washington, lying westerly of Northern Pacific Railway right-of-way;

TOGETHER WITH second class shoreline abutting, adjacent to, or in front of.

9711240352

PROPERTY 5
I2008-109

EXHIBIT A
LEGAL DESCRIPTION

That portion of the south 50 feet of the north 550 feet of Government Lot 4, Section 18, Township 25 north, Range 6 east, W.M., in King County, Washington, lying westerly of the Northern Pacific Railway right-of-way.

TOGETHER WITH second class shorelands adjoining.

TOGETHER WITH an easement for ingress, egress and utilities over the easterly 15 feet of that portion of the north 500 feet of said Government Lot 4, lying westerly of said right-of-way.

9903302002