



CITY OF KIRKLAND
City Manager's Office
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Marilynne Beard, Assistant City Manager

Date: April 24, 2011

Subject: ANNEXATION INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF KIRKLAND

RECOMMENDATION:

City Council approves the attached resolution authorizing the City Manager to sign an interlocal agreement between the City of Kirkland and King County providing for the transfer of governance, services and property implementing the annexation of Juanita, Finn Hill and Kingsgate.

BACKGROUND:

The attached interlocal agreement (ILA) with King County is one of several needed to implement annexation. The City Council reviewed a draft of the ILA at the April 19 Study Session. There were no modifications requested at that time and the ILA attached to this memo is substantially the same as the earlier version. County Council staff did request a few minor modifications. In Exhibit C dealing with the transfer of development services, the section referring to the transfer of impact fees to the City was amended to reference "unspent" impact fees.

At the April 19 meeting, staff was unsure about the exact process and timing for the King County Council to review and approve the ILA. Since then, a proposed timeline was provided by King County staff. The ILA was originally scheduled to go before the Council TrEE Committee (Transportation, Economy and Environment). However, the County is now proposing to review the ILA as the Committee of the Whole (COW).

- On April 22, a request was made of the County Clerk to advertise the Kirkland ILA for the May 9 County Council agenda. The advertisement will begin by Wednesday April 27, which meets the County's advertising requirement.
- Between April 25 and May 2, King County and Kirkland staff will discuss and agree upon any additional amendments to the ILA.
- On Monday May 2, a briefing will be held with the COW on the ILA and any amendments will be discussed.
- On Tuesday May 3, the Kirkland City Council will consider and may adopt on the ILA with any agreed upon amendments.

- On Monday May 9, the King County Council consider and may adopt the ILA with any agreed upon amendments.

Staff does not anticipate substantial changes to the ILA as it was presented to the City Council on April 19. Given the compressed time frame for consideration of final amendments, the ILA with any proposed revisions will be provided to the City Council on May 2 or May 3, and staff will provide an overview of changes at the City Council meeting on May 3.

RESOLUTION R-4878

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND KING COUNTY RELATING TO THE ANNEXATION OF THE JUANITA-FINN HILL-KINGSGATE ANNEXATION AREA.

WHEREAS, on an election date in November 2009 the citizens of the Juanita-Finn Hill-Kingsgate areas ("Annexation Area") had an opportunity to vote on whether to annex to the City and the voters then approved annexation of the Annexation Area; and

WHEREAS, annexation of the Annexation Area to the City will become effective on June 1, 2011 ("Effective Date"); and

WHEREAS, all local governmental authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the Effective Date; and

WHEREAS, the City and the County desire to facilitate an orderly transition of such authority and jurisdiction within the Annexation Area and toward that end have been negotiating the terms of the proposed Interlocal Agreement between the City of Kirkland and King County Relating to the Annexation of the Juanita-Finn Hill-Kingsgate Annexation Area ("Agreement"); and

WHEREAS, pursuant to the terms of the Interlocal Agreement between the City of Kirkland, King County Fire Protection District #41 and King County Regarding the Annexation of the Wild Glen Area, the provisions of this Agreement will apply in that annexation area as well; and

WHEREAS, the City and County have concluded those negotiations and are now seeking authorization from their respective governing bodies to sign the attached Agreement;

NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Attachment "A", which is entitled "Interlocal Agreement Between the City of Kirkland and King County Relating to the Annexation of the Juanita-Finn Hill-Kingsgate Annexation Area."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2011.

Signed in authentication thereof this ____ day of _____,
2011.

MAYOR

Attest:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND
KING COUNTY RELATING TO THE ANNEXATION OF THE JUANITA-FINN
HILL-KINGSGATE ANNEXATION AREA**

THIS AGREEMENT ("Agreement") is made and entered by and between the City of Kirkland a State of Washington municipal corporation ("City"), and King County, a political subdivision of the State of Washington ("County"). Together, the City and the County are referred to herein as "the Parties"

WHEREAS, the City identified the Juanita-Finn Hill-Kingsgate Potential Annexation Area ("PAA") in its comprehensive plan consistent with the requirements of the state Growth Management Act ("GMA") and the Countywide Planning Policies adopted consistent with GMA, which PAA is generally known as the "Juanita-Finn Hill-Kingsgate" which is further described in **Exhibit A**, (hereinafter collectively referred to as the Annexation Area"); and

WHEREAS, on an election date in November, 2009 the citizens of the Annexation Area had an opportunity to vote on whether to annex to the City, and the voters approved annexation of the Annexation Area; and

WHEREAS, annexation of the Annexation Area to the City will become effective on June 1, 2011 ("Effective Date"); and

WHEREAS, the City and the County desire to facilitate an orderly transition of services associated with the Annexation Area; and

WHEREAS, the City and the County desire to mutually determine the appropriate timing for the transfer of public records; and

WHEREAS, all local governmental land use authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the Effective Date; and

WHEREAS, the County and City agree that having County staff continue to process various vested building and land use permit applications from the Annexation Area on behalf of the City for a transitional period following annexation will assist in an orderly transfer of authority and jurisdiction; and

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

WHEREAS, as of the Effective Date, pursuant to state law, the City will own, and have the responsibility for the operation, safety and maintenance of all former County roads, bridges and rights-of-way located within the City limits together with all appurtenances located within such rights-of-way, including but not limited to, drainage facilities, storm

water facilities, environmental mitigation sites and monitoring projects, street lights, traffic signals, fiber-optic cable, fiber-optic conduit, and traffic signs; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing County related property interests in the Annexation Area; and

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

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

1. TERM/EFFECTIVE DATE.

- a. This Agreement shall be deemed to take effect following the approval of the Agreement by the official action of the legislative bodies of each of the Parties and the signing of the Agreement by the duly authorized representative of each of the Parties, and shall continue in force for a period of five (5) years from the date signed by both parties except as otherwise provided for Exhibit C in Section 10 thereto.
- b. The effective date of the JFK annexation is June 1, 2011 (“Effective Date”).

2. TRANSFER OF JURISDICTION, AUTHORITY AND SERVICES.

- a. RECORDS TRANSFER. The County shall provide the records in the list attached hereto as **Exhibit B** by the Effective Date. If additional time is needed to provide some of these records, the County shall ask the City for additional time. The County shall not be required to provide records that are not reasonably available or to create records or compilations that have not already been created. The County shall provide the City free of charge one set of records meeting the requirements of this section.
- b. DEVELOPMENT SERVICES. As of the date this Agreement is signed by all parties, transfer of development services shall be as set forth in the attached **Exhibit C**, which is hereby incorporated into this Agreement.
- c. JAIL SERVICES. The City of Kirkland is responsible for the incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Area on or after the Effective Date. King County is responsible for the incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Area before the Effective Date.
- d. POLICE SERVICES. On and after the Effective Date, police service responsibility within the Annexation Area will be transferred to the City. The County will be responsible for all criminal cases and investigations reported before the

Effective Date, including but not limited to all costs associated with these cases and investigations. The City will be responsible for all criminal cases and investigations reported on and after the Effective Date, including but not limited to all costs associated with these cases and investigations. The City's Chief of Police and the King County Sheriff will work together to ensure a smooth transition plan and a continuing partnership. In addition to the provisions of that transition plan, the parties further agree as follows:

1. Sharing of community information: The County agrees to provide policing-related community contact lists that the County may have regarding the Annexation Area to the City upon request. These lists may include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations. The lists shall be provided to the City within 90 days of the Effective Date.
 2. Annexation of Emergency Response (911) Services: The City and County agree to coordinate the transfer of emergency response (911) services in the Annexation Area.
 3. The County agrees that public conduct in County-owned parks in the City will be subject to Kirkland Municipal Code (K.M.C) Chapter 11.80. The City acknowledges that the County may administer its own Park Use Rules (King County Code Title 7) as rules of conduct for the use of County-owned parks. The County acknowledges that the City will not enforce K.C.C. Title 7 unless the County separately contracts with the City to do so. The County will replace or update signage in and around its parks in the City to cite K.M.C. Ch. 11.80 as well as K.C.C. Title 7.
- e. COURT AND PROSECUTION SERVICES TRANSITION. The County will be responsible for the court expenses, prosecution and payment of any fees or assessments associated with misdemeanor criminal cases filed by the County prior to the Effective Date. The City will be responsible for the court expenses, prosecution and payment of any fees or assessments associated with misdemeanor criminal cases filed by the City from and after the Effective Date of annexation.
- f. STATUS OF COUNTY EMPLOYEES. Subject to City civil service rules and state law, the City agrees to consider the hiring of County employees whose employment status is affected by the change in governance of the Annexation Area where such County employees make application with the City per the City's hiring process and meet the minimum qualifications for employment with the City. The City's consideration of hiring affected Sheriff Department employees shall be governed by the provisions set forth in RCW 35.13.360 through 35.13.400 and other applicable law, if any.
- g. ROAD AND FIRE LEVY TAXES. The County's collection and disbursement to the City of the road and fire levy taxes within the Annexation Area(s) shall occur before December 31, 2011.

- h. STRIPING. The County will perform all street striping in the Annexation Area that is currently scheduled for completion.

3. TRANSFER OF PROPERTIES.

- a. Transfer of Road-Related Properties. The County shall, upon the Effective Date, convey by deed the Road-Related Properties described in **Exhibit D** attached hereto and incorporated herein by reference, to the City, and the City shall accept the same, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for said properties. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for said properties. The City covenants that the Road-Related Properties described in Exhibit D shall continue to be used and maintained in perpetuity for road-related purposes unless other equivalent lands within the City are received in exchange therefore; or if such properties are sold or traded, the City shall pay the County the tax-assessed value of the Property as of the date the property is transferred to the city under this agreement.

- i. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Road-Related Properties.

1. The City will have the opportunity to inspect the Road-Related Properties before accepting ownership. However, regardless of such inspection, the City has the duty to accept all facilities as specified in this Agreement. The County will make its records concerning the Road-Related Properties available to the City, and the County personnel most knowledgeable about the Road-Related Properties will be available to jointly inspect the property with City personnel and to provide the City the status of maintenance of such facilities, and to point out known conditions, including any defects or problems, if any, with the Road-Related Properties. The City agrees to accept the Road-Related Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Related Properties.
2. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Road-Related Properties, and no official, employee, representative, or agent of King County is authorized otherwise.
3. The City acknowledges and agrees that the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Road-Related

Properties, without regard to whether such defect or deficiency was known or discoverable by the City or the County.

ii. Environmental Liability related to the Road-Related Properties.

1. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
2. Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Road-Related Properties by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on, changing the configuration of, or changing the use of the Road-Related Properties.
3. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing within ninety (90) days of discovery. The Parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.
4. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

iii. Indemnification and Environmental Liability related to Road-Related Properties. As modified by Section 3.a.ii, Washington State law shall govern the respective liabilities of the Parties to this Agreement for any loss arising out of or related to the environmental condition of the Road-Related Properties.

- iv. Right of Way Use Agreements. Upon the Effective Date, the City shall become the successor to the County with respect to right of way use agreements and permits and the City shall administer and manage those permits and agreements. To the extent a right of way use permit or agreement requires payment of a periodic fee by the right of way user, the applicable fee shall be pro-rated between the City and the County based on the Effective Date
- v. Survival. The provisions of this Section 3 shall survive the expiration or earlier termination of this Agreement.

- b. Transfer of Surface Water Management, Park and Greenbelt Properties
- i. Transfer of Drainage Facilities and Drainage Facility Property Interests.
1. Upon the Effective Date for the area in which the “Drainage Facilities” identified in **Exhibit E**, attached hereto and incorporated herein by reference, are located, those Drainage Facilities which are held by the County as specifically identified in **Exhibit E-1** shall automatically be transferred from the County to the City, and the City shall assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to the Drainage Facilities. The Drainage Facilities identified in Exhibit F-2 shall not be transferred but shall remain in private ownership. The City has the right but not the obligation to inspect the facilities identified in **Exhibit E-2** from and after the Effective Date.
 2. The County shall upon the Effective Date for the area in which the “Drainage Facility Property Interests” identified in **Exhibit E**, attached hereto and incorporated herein by reference, are located, convey the Drainage Facility Property Interests by quit claim deed to the City; and the City shall accept the Drainage Facility Property Interests, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations for the Drainage Facility Property Interests.
 3. The County is willing to perform surface water-related management services and maintenance on behalf of the City in the Annexation Area after the Effective Date via separate written contract between the Parties, which contract is no part of this Agreement.
 4. The Parties will make staff available to identify and review any additional County-owned local drainage facilities, easements, and other property interests within the Annexation Areas that should appropriately be conveyed to the City. Such facilities and other property interests include those for which the County's facility acceptance process has not yet been completed, including both projects being constructed by the County as well as projects subject to County approval that are constructed by third parties. Any such additional County-owned drainage properties or other property interests shall be transferred to the City pursuant to this Agreement and upon County approval, including if necessary the adoption of an ordinance authorizing the transfer of King County owned drainage properties and property interests. The transfer of responsibility for drainage facilities shall be documented in writing, including specific facilities transferred and the date of transfer and such documentation

signed by the appropriate City representative and the Director of the King County Water and Land Resources Division.

ii. Transfer of Park and Greenbelt Properties. The County shall upon the Effective Date for the area in which the “Park and Greenbelt Properties” identified in **Exhibit F**, attached hereto and incorporated herein by reference, are located, convey by deed to the City, and the City shall accept, the Park and Greenbelt Properties, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests; provided that the County will not convey title to 132nd Square Park from the County to the City until January 1, 2012, and the County shall remain responsible for all operations, maintenance, repairs, improvements of, and provision of recreational services at 132nd Square Park through December 31, 2011. The City shall assume full and complete responsibility for 132nd Square Park effective January 1, 2012.

iii. Deed Covenants Regarding Park and Greenbelt Properties.

1. All deeds for the Parks Properties shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system:

“The City, as required by K.C.C. 4.56.070.F, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County or City shall be received in exchange therefor.”

“The City further 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. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes.”

2. The deeds for the Parks Properties that comprise 132nd Square Park, Juanita Heights Park, and Kingsgate Park shall also contain the following specific covenants, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system:

“The City covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that the Property will continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands

shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefor."

"The City covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

3. All deeds for the Parks Properties shall also contain the following covenants, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system:

"The City covenants that the County shall have standing to enforce these covenants."

"The City covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

4. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations and reservations of record for the Greenbelt Properties. The deeds for the Greenbelt Properties shall contain the restrictions intended to preserve the use of said properties as greenbelts restricted to the uses placed on the properties at the time of their conveyance to King County, all as more specifically described in said deeds. The City covenants that it shall place said restrictions in any deed conveying any or a portion of the Greenbelt Properties.
5. The deeds for the Greenbelt Properties shall contain the following specific covenants pertaining to use, which are intended to be running covenants burdening and benefiting the Parties, and their successors and assigns, and which shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system:

"The City, as required by K.C.C. 4.56.070.F, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County or City shall be received in exchange therefor."

"The City further 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. The City covenants that any and all user fees charged for the Property, 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."

"The City covenants that the County shall have standing to enforce these covenants."

"The City covenants that it shall place these covenants in any deed conveying any or a portion of the Property."

6. Unless otherwise restricted, the City may convert Greenbelt Properties to Park Properties.
 7. If the City acquires real property for open space, greenbelt, park or recreation purposes ("Other Property") after the Effective Date, and wishes to exchange the Other Property for equivalent Parks and Greenbelt property listed in Exhibit F ("Exchange Property"), then it may do so, subject to review and approval by the County, such approval not to be unreasonably withheld. In that event, the County will execute and record a release of the covenants, conditions, and restrictions ("CC&Rs") that the County imposed on the Exchange Property when the County conveyed it to the City, but only after the City executes and records a restrictive covenant applying those same CC&Rs to the Other Property.
- iv. Parks Property—Personal Property. The Parks Property to be conveyed includes certain equipment and improvements listed in Exhibit G attached hereto. The City agrees that it will take all equipment and improvements AS IS and WHERE IS and agrees that the County holds no future responsibility with regard to the equipment or improvements or any occurrence related to or resulting from use of the equipment or improvements.
 - v. Parks Property—Existing Restrictions, Agreements, Contracts or Permits. The City and the County acknowledge and agree that the portion of the Property known as Edith Moulton Park is currently subject to special use permit number **S-63-09** ("the Permit") granted to **Northshore Utility District** for the **use and maintenance of two (2) sewer lines**. As of the Effective Date, all of the County's rights, privileges and obligations in the Permit shall automatically be transferred to the City; and the City hereby agrees to accept and assume all of the County's rights, privileges and obligations in the Permit.
 - vi. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Drainage Facilities, Drainage Facility Property Interests, and Park and Greenbelt Properties.
 1. The City agrees to accept the Drainage Facilities, Drainage Facility Property Interests, Park Properties, and Greenbelt Properties in AS IS

condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Facilities, Drainage Facility Property Interests, Park Properties, and Greenbelt Properties.

2. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Drainage Facilities, Drainage Facility Property Interests, Greenbelt Properties or Park Properties; and no official, employee, representative or agent of King County is authorized otherwise.
3. The City acknowledges and agrees that except as indicated in Section 3(b)(vii), the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Drainage Facilities, Drainage Facility Property Interests, Park Properties, or Greenbelt Properties without regard to whether such defect or deficiency was known or discoverable by the City or the County.

vii. Environmental Liability related to the Drainage Facilities, Drainage Facility Property Interests, Park Properties, and Greenbelt Properties.

1. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
2. Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Drainage Facilities, Drainage Facility Property Interests, Park Properties, or Greenbelt Properties by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on, changing the configuration of, or changing the use of the Drainage Facilities, Drainage Facility Property Interests, Park Properties, or Greenbelt Properties.
3. If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing within ninety (90) days of discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

4. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.
- viii. Indemnification related to Drainage Facilities, Drainage Facility Property Interests, Park Properties and Greenbelt Properties.
1. King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities, Drainage Facility Property Interests, Park Properties and Greenbelt Properties that occurred prior to the Effective Date, except to the extent that indemnifying or holding the City harmless would be limited by Section 3(b)(vii) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same. The City acknowledges and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Section 3(b)(viii)(1) shall be valid and enforceable only to the extent of the negligence of the County, its agents, employees and/or officers.
 2. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, arising from those occurrences related to the Drainage Facilities and Drainage Facility Property Interests that occur on or after the Effective Date, except to the extent that indemnifying or holding the County harmless would be limited by Section 3(b)(vii) of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same. The County acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Section

3(b)(viii)(2) shall be valid and enforceable only to the extent of the negligence of the City, its agents, employees and/or officers.

3. For a period of three (3) years following transfer, each party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Drainage Facilities, Drainage Facility Property Interests, Park Properties, or Greenbelt Properties.
 4. Each Party to this Agreement agrees that its obligations under this Section 3(b)(viii) extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each Party to this Agreement, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
 5. The provisions of this Section 3(b)(viii) shall survive the expiration or termination of this Agreement.
- c. If the parties mutually determine and jointly agree that any of the property covenants, conditions or restrictions (CC&Rs”) newly imposed as a result of this Agreement are not legally required, then the Parties may agree to amend the relevant CC&Rs or waive their requirements, subject to legislative approval, if necessary.
4. ADMINISTRATION AND CONTACT PERSONS. The Parties stipulate that the following persons shall be the administrators of this Agreement and shall be the contact person for their respective jurisdiction.

City of Kirkland:

Kurt Triplett
City Manager
123 Fifth Avenue
Kirkland, WA 98033

King County:

Dwight Dively, Director
Performance, Strategy and Budget
401 Fifth Avenue, Suite 810
Seattle, WA 98104

5. COMPLIANCE WITH LAWS. Each Party accepts responsibility for compliance with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, all parties will comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, State Environmental Policy Act, and Annexation Statutes. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By

executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

6. INDEMNIFICATION. The following indemnification provisions shall apply to the entirety of this Agreement except for Section 3 (Transfer of Property) and Exhibit C (Development Permit Processing), both of which contain separate indemnification provisions.
 - a. The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. The City acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Section 6(a) shall be valid and enforceable only to the extent of the negligence of the County, its agents, employees and/or officers.
 - b. The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same. The County acknowledges and agrees that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Section 6(b) shall be valid and enforceable only to the extent of the negligence of the City, its agents, employees and/or officers.
 - c. Each Party to this Agreement agrees that its obligations under this Section 6 extend to any claim, demand, and/or cause of action brought by or on behalf of

- any employees, or agents. For this purpose, each Party to this Agreement, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.
- d. The provisions of this Section 6 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.
7. The County and King County Fire Protection District #41 ("District") are currently negotiating terms of a proposal under which County property would be considered as one of several potential sites for a new fire station. The Parties acknowledge the District will merge into the City as of the Effective Date. If the County-District negotiations are not completed before the Effective Date, then the County and the City will continue those negotiations, substituting the City for the District.
8. GENERAL PROVISIONS.
- a. Entire Agreement. This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.
- b. Filing. A copy of this Agreement shall be filed with the City Clerk, and recorded with the King County Recorder's Office or listed by subject on the County's web site or other electronically retrievable public source.
- c. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- d. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy. The parties will replace the severed provision with one that is closest in meaning to the intent of the original provision that is not unenforceable, illegal or contrary to public policy.
- e. Assignment. Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.
- f. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

- g. Dispute Resolution. The Parties should attempt if appropriate to use an informal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.
- h. Attorneys' fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- i. No waiver. Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- j. Applicable Law. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any mediation, arbitration, or lawsuit arising out of this Agreement.
- k. Authority. Each individual executing this Agreement on behalf of the City and the County represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the County.
- l. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 4. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 4. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
- m. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- n. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
- o. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

IN WITNESS THEREOF, the Parties have executed this Agreement effective as of the date it has been signed by both of the Parties.

CITY OF KIRKLAND:

KING COUNTY:

_____,
Kurt Triplett, City Manager

Dow Constantine, Executive

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

City Attorney

Sr. Deputy Prosecuting Attorney

Exhibit A

Description of Annexation Area

Juanita-Finn Hill-Kingsgate Proposed Annexation Area

Legal Description

**BOUNDARIES OF THE PROPOSED JUANITA-FINN HILL-KINGSGATE
ANNEXATION AREA**

The legal description of the boundaries of the proposed Juanita-Finn-Hill-Kingsgate Annexation Area,

That portion of Sections 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30 and 31 Township 26 North, Range 5 East W.M. and Sections 13, 23, 24, 25, 26 and 36 Township 26 North, Range 4 East W.M. in King County, Washington described as follows:

Beginning at North Quarter Corner of Section 28, Township 26 North, Range 5 East, W.M.;

Thence west along the north line of the Northwest Quarter of said Section 28 (said north line being the north limits of the City of Kirkland as established by City of Kirkland Ordinance No. 2252 and the centerline of NE 132nd Street) to the corner common to Sections 28 and 29, Township 26 North, Range 5 East, W.M.;

Thence west along the north line of the Northeast Quarter of said Section 29 (said north line being the north limits of the City of Kirkland as established by City of Kirkland Ordinance No. 2252 and the centerline of NE 132nd Street) to the centerline of 116th Avenue NE right of way;

Thence southerly along the centerline of 116th Avenue NE right of way to the easterly extension of the south margin of the NE 132nd Street right of way;

Thence westerly along said south margin and the south margin of the NE 131st Way right of way (said south margins being the north limits of the City of Kirkland as established by City of Kirkland Ordinance No. 3062) to the west line of east half of Section 30, Township 26 North, Range 5 East, W.M.;

Thence south along said west line (said west line being the west limits of the City of Kirkland as established by City of Kirkland Ordinance No. 3062) to the north line of the southeast quarter of the northwest quarter of said Section 30;

Thence west along said north line (said north line being the north boundary of a tract of land annexed to the City of Kirkland under City of Kirkland Ordinance No. 4048) to the west line of east 275 feet of said southeast quarter of the northwest quarter;

Thence south along said west line (said west line being the west boundary of a tract of land annexed to the City of Kirkland under City of Kirkland Ordinance No. 4048) to south line of said southeast quarter of the northwest quarter;

Thence along said south line to the east margin and/or the northerly extension of the east margin of 91st Avenue NE (said east margin being the west boundary of a tract of land annexed to the City of Kirkland under City of Kirkland Ordinance Number 3121);

Thence south along said east margin and/or its northerly extension (said east margin being the west boundary of a tract of land annexed to the City of Kirkland under City of Kirkland Ordinance Number 3121) to the south margin of NE 120th Street;

Thence east along the south margin of NE 120th Street and/or its easterly extension to the west limits of the City of Kirkland as established by King County Ordinance No. 15471;

Thence south along said west limits to the southerly margin of Juanita Drive NE right of way;

Thence along said southerly margin to the west line of Juanita Bay Condominiums (said line being the west limits of the City of Kirkland as established by City of Kirkland Ordinance No. 3062);

Thence southerly and southeasterly along the said west line and its southerly extension (said line being the west limits of the City of Kirkland as established by City of Kirkland Ordinance No. 3062) to the outer limits of the second class shorelands of Lake Washington;

Thence leaving said city limits, southwesterly and northwesterly along said outer limits to North line of King County Short Plat Number 985037 (Alteration), recorded under Recording Number 911180963, records of King County, Washington and the limits of the City of Kenmore as established by King County Ordinance No. 12815;

Thence along said limits of the City of Kenmore the following courses:

Thence easterly along the North line of said King County Short Plat and the North line of Lot 2, King County Short Plat Number 273020, recorded under Recording Number 7601230425 records of King County, Washington to the west margin of 62nd Avenue Northeast;

Thence southerly along said margin to the north line of the Southeast Quarter of Section 23, Township 26 North, Range 4 East, W.M.;

Thence easterly along said north line to the east margin of 62nd Avenue Northeast;

Thence southerly along the east margin of 62nd Avenue Northeast to the point of intersection with the north line of King County Short Plat Number 376072, recorded under Recording Number 7607290790, records of King County. Washington;

Thence easterly along the north line of said King County Short Plat and the north line of King County Short Plat Number 682031, recorded under Recording Number 8404240701 and King County Short Plat Number S89S0226, recorded under Recording Number 8908311935. all in records of King County, Washington, to the westerly margin of Holmes Point Drive Northeast;

Thence northerly and easterly along said margin to the westerly margin of Juanita Drive Northeast;

Thence northerly along the westerly margin of said Juanita Drive Northeast to the point of intersection with the westerly extension of the north margin of Northeast 143rd Street;

Thence easterly along said extended line and the north margin at Northeast 143rd Street and the north margin of Northeast 145th Street to the intersection with the Westerly margin of 92nd Avenue Northeast;

Thence northerly along said margin to the intersection with the northeasterly margin of Simonds Road Northeast, said margin also being the limits of the City of Bothell as established by City of Bothell Ordinances 225, 227 and 960;

Thence southeasterly along the southerly limits of the City of Bothell and the northeasterly margin of Simonds Road Northeast to the west margin of 100th Avenue NE;

Thence north along said west margin to the north line of Section 19, Township 26 North, Range 5 East, W.M. and the south limits of the City of Bothell as established by City of Bothell Ordinance Number 225;

Thence east along said north line and the south limits of the City of Bothell to the Northeast Corner of said Section 19;

Thence east along the north line of Section 20, Township 26 North, Range 5 East, W.M. and the south limits of the City of Bothell as established by City of Bothell Ordinance Number 1220 to the southerly prolongation of the east margin of 100th Avenue NE and

the easterly limits of the City of Bothell as established by City of Bothell Ordinance Number 1220;

Thence north along said southerly prolongation and easterly limits of Bothell to the north margin of NE 145th Street;

Thence leaving said city limits, east along said north margin to the southerly prolongation of the west line of the plat of Norway View according to the plat thereof recorded in Volume 125 of Plats at Pages 77 and 78, records of King County, Washington:

Thence north along said southerly prolongation to the north margin of NE 145th Street;

Thence east along said north margin and its easterly extension to the southeasterly margin of Juanita-Woodinville Way NE;

Thence southerly along said southeasterly margin to the north margin of NE 145th Street;

Thence east along said north margin to the east line of the plat of Windsor Vista No. 1 according to the plat thereof recorded in Volume 81 of Plats, at pages 70 and 71, records of King County, Washington;

Thence southerly along the southerly prolongation of said east line to the south line of Section 17, Township 26 North, Range 5 East, W.M.;

Thence east along said south line to the easterly margin of Primary State Highway No. 1 (SR-405) as depicted on the Record of Survey recording in Book 182 of Surveys, at Pages 251 through 259, records of King County, Washington:

Thence north along said easterly margin to the south line of a tract land conveyed to King County by the State of Washington by instrument recorded under 8603110513, records of King County, Washington;

Thence east along the south line of said tract to the east line of said tract;

Thence north along the east line of said tract to the southwesterly margin of the City of Seattle Tolt River Pipeline Right of Way:

Thence southeasterly along southwesterly margin to the west margin of NE 124th Avenue NE and west limits of the City of Woodinville as established by King County Ordinance No. 10306;

Thence along said limits of the City of Woodinville the following courses:

Thence south along said west margin to the intersection of the westerly extension of the south boundary of Kingsgate Highlands, Division No. 5, recorded in Volume 88 of Plats, Pages 1 to 5, Records of King County, Washington;

Thence east along said westerly extension and said south boundary to the southeast corner of said plat of Kingsgate Highlands Division 5;

Thence north along the east boundary thereof to the southwest corner of the plat of Kingsgate Vista, recorded in Volume 107 of Plats, pages 52 and 53, records of King County, Washington;

Thence east along the south boundary of said plat of Kingsgate Vista and its easterly projection to the West margin of 132nd Ave NE;

Thence southerly along said west margin of 132nd Avenue NE to the westerly extension of the south margin of NE 143rd street;

Thence easterly along said westerly extension and south margin thereof to the west line of the Puget Sound Power and Light Co. transmission line easement as located in the NW 1/4 of the NW 1/4 of Section 22, Township 26 North, Range 5 East W.M.;

Thence south along said west line to the south line of the NW 1/4 of Section 22, Township 26, North Range 5 East W.M.;

Thence easterly along said south line to the NW corner of the NE 1/4 of the NE 1/4 of the S W 1/4 of said Section 22;

Thence south to the SW corner of the NE 1/4 of the NE 1/4 of the SW 1/4 of said Section 22;

Thence east along the south line thereof to the North-South centerline of Section 22;

Thence north along said North-South centerline to the center of said Section 22;

Thence west along the East-West centerline thereof 310 feet, more or less, to the SW corner of Tax Lot No. 108 in the SE ¼ of the NW 1/4 of said Section 22;

Thence N 7° 10' 00" W along the west line of said Tax Lot 108, 380 feet, more or less, to the NW corner thereof;

Thence N 77°15'00" E along the northerly line of said Tax Lot 108 to the westerly margin of the Burlington Northern Railway right-of-way (also known as Northern Pacific Belt Line);

Thence southerly along said westerly margin to the south line of the NE 1/4 of said Section 22;

Thence east along the south line of the NE 1/4 of said Section 22 to the easterly margin of the Burlington Northern Railway right-of-way, (also known as Northern Pacific, Snoqualmie Branch) and an angle point in the limits of the City of Woodinville;

Thence leaving said limits of the City of Woodinville and continuing along the south line of NE 1/4 of said Section 22 to the easterly margin of the Burlington Northern Railway right-of-way, (also known as Northern Pacific, Snoqualmie Branch)

Thence south along said easterly margin to the south margin of NE 124th Street;

Thence westerly to the northeast corner of a tract of land annexed to the City of Redmond by City of Redmond Ordinance Number 1030;

Thence west along the north line of the tracts of land annexed to the City of Redmond by City of Redmond Ordinance Numbers 1030 and 966 to the west line of the east 3/4 of the Northwest 1/4 of the Southwest 1/4 of Section 27, Township 26 North, Range 5 East, W.M.

Thence south along said west line and the west line of a tract of land annexed to the City of Redmond by City of Redmond Ordinance Number 966 to the south line of the said Northwest 1/4 and the north line of a tract of land annexed to the City of Redmond by City of Redmond Ordinance Number 778;

Thence west along said south line and said limits of the City of Redmond to the easterly margin of Seattle Water Department Eastside Supply Line right-of-way and the limits of the City of Kirkland as established by City of Kirkland Ordinance Number 3063:

Thence north along said easterly margin and said limits of the City of Kirkland to the south margin of NE 124th Street:

Thence westerly along said right of way and said limits of the City of Kirkland to the northerly tangent point of the southerly margin of said right-of-way with the westerly margin of the Slater Avenue NE right of way;

Thence northwesterly perpendicular to the centerline of NE 124th Street right-of-way to the southerly line of a tract of land annexed to the City of Kirkland by City of Kirkland Ordinance No. 2545:

Thence northeasterly along said southerly line to the southeast corner of said tract of land;

Thence northerly along east line of said tract of land to the northeast corner thereof;

Thence west along said north line of said tract of land to the west line of the northeast quarter of the northeast quarter of Section 28, Township 26 North, Range 5, W.M. and

the limits of the City of Kirkland as established by City of Kirkland Ordinance Number 2252;

Thence north along said west line and said limits of the City of Kirkland to the north line of said Section 28:

Thence west along said north line (said north line being the north limits of the City of Kirkland as established by City of Kirkland Ordinance No. 2252 and the centerline of NE 132nd Street) to the Point of Beginning.

Exhibit B – Records to be provided to the City by King County

1. Capital Assets reported by the Primary Government, Internal Service Funds or Utilities of King County that will be transferred to the City of Kirkland and maintained by the City following annexation. Current values including estimated or historical costs, depreciation method, annual depreciation, and depreciation to date. Please provide the method of calculating asset value (construction costs, unit costs, average cost factors), date constructed, and any cost adjustment factors.
 - Capital Assets reported by the Primary Government, Internal Service Funds or Utilities of King County that will be transferred to the City of Kirkland and maintained by the City following annexation. Current values including estimated or historical costs, depreciation method, annual depreciation, and depreciation to date. Please provide the method of calculating asset value (construction costs, unit costs, average cost factors), date constructed, and any cost adjustment factors.
 - Provide specific details within these asset groups:
 - Land:* Land, Right of Way, Conservation Easements and Farmland Development Rights
 - Infrastructure:*
 - Streets – Principal Arterials, Minor Arterials, Collectors, Neighborhood access, Alleys, Curb/Gutter, Sidewalks (if not within ROW), Street signs, Traffic Circles, Landscaped Median Islands, Street Trees, Emergency Vehicle Access, Paths and Trails
 - Lights/Signals – Street Lights, Traffic Signals, Flashing Crosswalks
 - Bridges
 - Parking lots, garages, pay stations and parking lot lighting
2. Buildable Lands information:
 - Copies of subdivisions approved or pending (not recorded) from 2006 to current;
 - List of any subdivisions that have expired without being recorded;
 - Stream or wetland modifications where reduced required buffer, approved or pending (not recorded) from 2006 to current.
3. Code Enforcement cases: Complaint files - any that are pending, not resolved
4. Land Use/Zoning Permits and information including:
 - Pending permits, to be transferred to City per ILA;
 - Sensitive Areas - documentation of any known sensitive areas not shown on the critical areas map;
 - Parcel data files (any pre-application documentation) - pending, last 2 years;

- PUDs/PRDs, including parcel numbers - last 10 years;
Conditional use permits - last 10 years;
 - SDP (shoreline development permit) variances - last 10 years;
 - Holmes Point Tree Canopy information - pending, last 2 years, including any site plans.
5. Planned Capital Improvement Program projects (letters, comprehensive plan generated projects, school requests, etc.)
 6. Street sign inventory/asset inventory including reflectivity information
 7. Accident records/mapping/metadata
 8. Historical traffic counts along the roads in the Annexation area.
 9. Unsuccessful grant application paperwork for projects that King County has applied for recently.
 10. Spare parts for any infrastructure in annexation area (e.g. replacement cabinets, lamps, others)
 11. Copies of any documentation regarding power billing for street lights.
 12. Pavement management records/history for all sections of roadway in the annexation area.
 13. Current purchasing and or contracting agreements that will be in effect after June 1 and which the City will responsible for managing or complying.
 14. As-built drawings of 132nd Square Park, Windsor Vista, Edith Moulton, Juanita Heights, Kingsgate and Park related green spaces. Any and all information that relates to the plumbing, electrical, irrigation and drainage systems of these sites.
 15. Records relating to surface water monitoring data for the annexation area including streams, lakes and storm water.
 16. Studies relating to stream habitat, water quality and flooding/flow control. Especially include information regarding Denny Creek, Juanita Creek and Trib 0125 (Billy Creek) of Juanita Creek. Studies and background information that led to construction of regional facilities associated with creeks in the annexation area.
 17. Records related to drainage and water quality complaints received, investigated and resolved by King County in the annexation area.
 18. Records related to privately maintained commercial and multi-family stormwater systems that King County inspects.

19. Records related to drainage and water quality claims for damages, received, investigated and resolved by King County in the annexation area. Include investigation reports, studies and legal information including the amount paid for each claim (if any) or the reason for denial of the claim.
20. Surface Water Capital Improvement Program documents. Lists of constructed and planned capital projects related to stream habitat, water quality and drainage/flooding
21. All communications with the Denny Creek Alliance members relating to future requests and past actions (maintenance and construction) involving Denny Creek projects that may reside in the transferred open space (KC WLRD- Park Division)
22. All Construction permit waivers for sensitive areas/critical areas
23. All notices (email, letters, fines) to private property owners of surface water conveyance system violations, required corrections, absolution of legal authority to maintain private dam (s) for the past 5 years. Example - gutter drains not tied in and dumping into ravines, illegal sized and uncovered manure piles contaminating streams, illegal construction of ponds/lakes for private fish stocking and landscape enhancement, illegal construction of dams on private land. (KC Roads, Parks, DDES, WLRD- (Parks and Surface Water Divisions)
24. All historical maintenance management system (MMS)/NPDES/WFWD (WA Fish and Wildlife Department) records - cleaning and rehabilitation dates and actions, NPDES permit related notices given to DOE and received by King County on the Surface Water conveyance and Retention/Detention systems from WLRD and KC Roads Department (Last 5 years)
25. All Contract information for any contractor that has contracted work within the right of way and County owned properties.
26. All project plan details and as-builts for construction or maintenance activities within the right of way and County owned properties.
27. Records of any work plans including all reference to ongoing maintenance for County responsibilities within the ROW and county owned properties.
28. Recorded surveys, plats, short plats, and design/as-built drawings, both in digital and hard copy form
 - Any record identifying environmentally sensitive areas (wetlands, streams, lakes, slide-prone areas, etc.)
 - Any digital georeferencing source that links 1. and 2. to a map location (for example, linking scanned drawings to Section-Township-Range)

- Business locations including address
- 29. Records of all claims for damages for incidents within the right of way and County owned properties.
- 30. All general information about any project that was initially funded and not initiated in the last five years within the right of way and County owned properties.
- 31. Paper collision reports as prepared by law enforcement personnel for the period January 1, 2011 to May 31, 2011 in the Kirkland annexation area
- 32. All records pertaining to traffic volume counts on road segments and at intersections for the period 2000 to current
- 33. All records pertaining to the maintenance and operation of traffic signals in the annexation area of Kirkland.
- 34. All records pertaining to design and construction of speed humps, curb bump outs, traffic circles, road closures and or other traffic calming devices or programs.
- 35. Fire safety inspection records from all permitted occupancies from the last time the building/occupancy was inspected. Any fire alarm, sprinkler, and “other” fire protection plans/permit for commercial occupancies.
- 36. As-built records of County owned fiber optic cable and fiber optic cable conduit in the King County Right-of-Way
- 37. Records of all correspondence including notification of concerns within the right of way and County owned properties.

Exhibit C—Development Services Agreement Provisions
INTERLOCAL AGREEMENT BETWEEN

KING COUNTY AND THE CITY OF KIRKLAND

RELATING TO PROCESSING OF BUILDING PERMITS AND

LAND USE APPLICATIONS

THIS AGREEMENT is made and entered into this day by and between the City of KIRKLAND, a municipal corporation in the State of Washington (hereinafter referred to as the “City”) and King County, a home rule charter County in the State of Washington (hereinafter referred to as the “County”).

WHEREAS, the City annexed an area of unincorporated King County described in Attachment 1 and will annex additional areas of unincorporated King County (collectively referred to as the “Annexation Area”); and

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

WHEREAS, the County and City agree that having County staff process certain Annexation Area building permits and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties’ intent by virtue of this Agreement that any and all discretionary decisions shall be made by the City; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW Chapter 39.34;

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

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

1.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested building-related permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area in accordance with this section.

1.2 For the purposes of this Agreement, building-related permits include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits, clearing and grading permits, and right-of-way permits. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decision regarding whether or when an application has vested shall be made by the City.

1.3 Except as provided in Section 1.9, if a vested permit has been reviewed and issued by the County prior to June 1, 2011, the County shall complete all reviews and inspections. The County shall confirm payment of required impact fees and notify the City that all impact fees have been paid.

1.4 If a vested permit has been partially reviewed through the close of business on May 31, 2011 but the permit has not been issued, the County shall complete the review then shall transfer the permit to the City for issuance and post-issuance administration and inspection. If any fees, including impact fees, are to be collected upon permit issuance, the City shall assess and collect those fees.

1.5 The County's review of building-related permits shall include rendering decisions to approve, condition or deny such applications, conducting inspections, issuing correction notices, certificates of occupancy, permit extensions and completion of extensions, and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Appeals of building related permit decisions, if any, shall be processed by the City in the same manner as appeals of land use permits are addressed in Section 2.4; provided that the City and County may agree to have the County conduct such appeals on behalf of the City in particular instances where such processing by the County would further the orderly transition envisioned by this Agreement.

1.6 The County shall receive and process any permit applications made following annexation that implement conditions of a Commercial Site Development permit issued by the County prior to annexation. County permits that implement conditions of a Commercial Site Development permit include those related to site, drainage, and infrastructure issues, but not building permits. After May 31, 2011, the City of Kirkland shall receive and process building permit applications and ancillary permit applications, such as fire and mechanical permits, that are necessary for completion of an approved project permit.

1.7 The County shall review and make a recommendation to the City on requests to renew County permits within the Annexation Area that are approaching their expiration date without having completed the permitted activity. The City shall render any final decisions on such requests.

1.8 For those building related permits issued by King County prior to June 1, 2011, the County shall review and render decisions on requests for changes or revisions to approved construction documents up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. If after May 31, 2011 a request for a change or revision to an approved construction document is deemed by the County to be substantial (e.g. the original house plan is substituted by a substantially different house plan), then a new application to the City shall be required. The County shall consult with the City to help determine what is deemed a "substantial"

change or revision. Following issuance of the certificate of occupancy or final construction approval, requests for revisions to the approved set of plans shall be referred to the City to process as new permit applications.

1.9 If a permit has been issued by the County and the applicant has not submitted a request for inspection to the County by May 31, 2011, the County shall inform the City and the City shall have the opportunity to assume responsibility for remaining inspections for and administration of that permit. If the City elects to assume such responsibility, the permit, along with unexpended permit fees associated with the permit, shall be transferred to the City. The permit will be administered subject to all terms and conditions established by the County, unless revisions are subsequently requested by the applicant and approved by the City.

1.10 The County shall review and make recommendations to the City's Public Works Director or his designee on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

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

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

2.2 For those vested land use applications that do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's Planning Director or his designee based upon the regulations under which the applications are vested. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City's Planning Director or designee and will be processed pursuant to the City's applicable land use review and appeal procedures.

2.3 Notwithstanding any other provision of this Agreement, applications for any rezone and any associated permit applications shall be referred to the City for all further processing.

2.4 For those vested land use applications that require quasi-judicial or legislative approval, e.g., preliminary subdivisions or conditional uses, or which involve appeals of administrative decisions, the County shall continue to review the application as follows:

- A. If the public hearing on the application was held prior to June 1, 2011, the County shall complete the review up to and including the point of final recommendation. The final decision shall be made by the City Planning Department Director, or designee, and provided that decisions requiring approval by a legislative body shall be forwarded to the City for City Council action on final decision.
- B. If the public hearing on the application was not held prior to June 1, 2011, the public hearing shall be scheduled before the City's Hearing Examiner and the City's Hearing Examiner will make the final decision, provided that decisions requiring approval by a legislative body shall be decided by the City Council. Such applications will be processed pursuant to the City's applicable land use review and appeal procedures.

2.5 For those vested subdivision, short plat and binding site plan applications that have received preliminary approval prior to annexation, the County shall continue and complete post-preliminary review up to and including the point of making a final recommendation on the specific application(s) submitted for review prior to June 1, 2011. The final decision on the application shall be made in accordance with the County Code to which the application is vested. All subsequent post-preliminary approval applications shall be submitted to and decided by the City. For purposes of this section, post-preliminary review includes engineering plan approval, final plat, short plat or binding site plan approval, and construction inspection approval.

2.6 The County shall review and make recommendations to the City's Public Works Director on applications to vary adopted road or drainage standards that are made in conjunction with a land use application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

2.7 The County shall review and render decisions on requests for changes to approved land use permit engineering plans up to the time that final construction approval has been issued for the project. Following issuance of final construction approval, requests for changes to the approved set of plans shall be referred to the City. As-built drawings of the final approved construction shall be forwarded to the City.

3. List of Projects, Exclusionary Option, Notice of Meetings, and Permit Data.

3.1 Beginning upon the effective date of this Agreement, monthly thereafter, and on June 1, 2011, the County will prepare and send to the City a list of all vested building, land use and associated ancillary permit applications pending within the Annexation Area. The list shall include the status of the projects as it is shown in the County permit system. This information shall be provided until all permits on the list have been finalized, expired or otherwise completed. The City or County may at any time exclude from this Agreement any application(s) on any such list upon providing to the County or City ten days advance written notice of its intent to exclude the

application(s). Upon excluding any application from review under this Agreement, the County shall turn the application over to the City for all further processing, and shall be available for consultation with the City regarding the application.

3.2 The County shall notify the City of all technical screening meetings, pre-construction conferences and engineering pre-submittal meetings for projects being reviewed by the County under this Agreement. Such notice shall be provided promptly upon scheduling of the meeting. The City may participate in these meetings to learn more about the project and to offer comments.

3.3 The County shall provide the City with a copy of files and records of all land use and building permit applications processed under this Agreement upon completion of permit review, termination of the Agreement under Section 11, or expiration of the Agreement, whichever comes first.

3.4 The County shall provide to the City digital files of historic and open permit data for the Annexation Area that is in the County's permit database. The County's obligation shall be to provide the data in the format used by the County. It shall be the City's obligation to convert the data in such a way as to meet the City's needs. The County shall provide a subsequent and final download, showing all data through May 31, 2011, by June 1, 2011.

3.5 No later than June 30, 2011, the County shall provide to the City a list of all traffic impact fees and fees in lieu of park dedication collected by the County for development activity where all site improvements and building construction have not been completed prior to the effective date of annexation.

4. SEPA Compliance.

4.1 In order to satisfy the procedural requirements of SEPA, beginning on June 1, 2011, the City shall serve as lead agency for all Annexation Area building permit and land use applications, including those being processed by the County pursuant to this Agreement. The City has designated and identified the City's Planning Director as the SEPA Responsible Official to make threshold determinations and to supervise the preparation and content of environmental review for projects within the City.

4.2 Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the Annexation Area shall be heard and decided by the City pursuant to City Code procedures.

4.3 For those permit applications requiring a SEPA determination and for which a SEPA determination has not been issued prior to June 1, 2011, the County will not take final action upon the application until the City's SEPA Responsible Official has acted. The County agrees to provide technical and administrative SEPA assistance to the City's SEPA Responsible Official on that project. Such assistance may include, but is not limited to:

- Review of an applicant's environmental checklist and collection of relevant comments and facts;
- Preparation of a proposed SEPA threshold determination with supporting documentation for approval, which will include citations to a) King County Code provisions that compliance with will negate a probable significant adverse impact, and b) King County Code substantive authority for recommended mitigation measures;
- Publication and notice by the County on behalf of the City's SEPA Responsible Official;
- Preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's SEPA Responsible Official;
- Attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- Preparation of any required draft, final, addendum or supplemental EIS for approval of the City's SEPA Responsible Official; and
- Coordination of adopted or required SEPA measures of mitigation with project review staff.

4.4 Any decision whether to condition or deny an application on SEPA grounds shall be made by the City.

5. Administrative and Ministerial Processing. County review specified in this Agreement is intended to be of an administrative and ministerial nature only. Any and all final recommendations on legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City's designated decision maker and processed pursuant to the City's applicable review and appeal procedures.

6. Code Enforcement.

6.1 Beginning on the effective date of this Agreement, and then monthly thereafter, the County shall provide the City with a list and brief explanation of all Annexation Area code enforcement cases (including those pertaining to surface water codes) under review by the County at the time of annexation. The City shall be responsible for undertaking any code enforcement actions following the date of annexation. The County shall provide the City with copies of any Annexation Area enforcement files requested by the City.

6.2 Code enforcement abatement actions necessary to eliminate public health or safety hazards shall be the sole responsibility of the City.

6.3 The County is authorized on behalf of the City to enforce conditions of approval for those permits that the County processes pursuant to this Agreement.

7. Financial Guarantees.

7.1 Any financial guarantee that is intended to secure compliance with project conditions that are being or will be reviewed by the City shall be turned over to or posted with the City, which shall have sole authority and discretion over its release and/or enforcement. Any financial guarantee that has been posted or is otherwise required in order to guarantee compliance with conditions that are being reviewed by the County pursuant to this Agreement shall be retained by or posted with the County. On behalf of the City, the County is authorized to accept such financial guarantees and to release them where it determines that conditions for release have been satisfied. In making such decisions whether to release a financial guarantee instrument, the County may at any time seek direction from the City. The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees for Annexation Area projects.

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

8. Processing Priority. Within budgetary constraints, the County agrees to process pre-annexation building and land use applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

9. Fees and Reimbursement.

9.1 The City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

9.2 In order to cover the costs of providing services pursuant to the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 9.1 above, or as may be modified at some future date by the County and the City.

9.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, including but not limited to providing testimony at public hearings, the City shall pay the County at such hourly rate as specified in the version of King County Code Title 27 in effect at the time the services are performed. The County shall not seek reimbursement under this Section for review services performed on an individual permit application where the County has already been compensated for such services by the receipt of permit application review fees. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received. The City shall retain the right to pre-authorize the County services contemplated by this Section 9.3, including the estimated cost of such services. Such pre-authorization by the City must be in writing. If the City does not provide pre-authorization, then the County shall neither provide nor invoice such services.

9.4 For permit applications initiated with the County and later forwarded to the City for completion, the County shall submit to the City a portion of any fees collected by the County to cover the work that becomes the responsibility of the City. The fees shall be submitted concurrently with the forwarding of the applications. The amount of fees to be transferred shall be determined on a case by case basis.

9.5 No later than August 1, 2011, the County shall pay to the City any unexpended traffic impact fees and fees in lieu of park dedication collected by the County for development activity where all site improvements and building construction have not been completed prior to the effective date of annexation.

10. Duration. This Agreement shall become effective upon approval by the City and the County and shall continue until December 31, 2015, unless otherwise terminated in accordance with Section 11 or extended in accordance with Section 12 of this Agreement.

11. Termination. Either party may terminate this Agreement for good cause shown upon providing at least thirty (30) days written notice to the other party. Upon expiration or termination of this Agreement, the County shall cease further processing and related review of applications it is processing under this Agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

12. Extension. The City and County may agree to extend the duration of this Agreement through December 31, 2019 or to a date prior thereto. In order for any such extensions to occur, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing. If the parties have not

agreed to the extension in writing by the otherwise applicable expiration date, the Agreement shall expire.

13. Application Process. The City will prepare a document describing the handling of applications based upon this Agreement. Both the City and the County will have that document available for applicants.

14. Indemnification, Hold Harmless and Defense.

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

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

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

14.4 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if

judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

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

16. Administration. This Agreement shall be administered by the County Director of the Department of Development and Environmental Services or his/her designee, and by the City's Planning Director or his/her designee.

17. Amendments. This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

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

19. Notice of Annexation Area Processing. In the event that the City intends for the County to conduct permit review in any future City Annexation Area pursuant to this Agreement, the City shall exercise its best efforts to provide the County with written notice of its intent no less than sixty days prior to the date County processing of such Annexation Area applications would occur.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed.

KING COUNTY

King County Executive Dated

Approved as to Form:

DANIEL T. SATTERBERG
King County Prosecuting Attorney

By: _____
Senior Deputy Prosecuting Attorney Dated

CITY OF KIRKLAND

_____ Dated

Approved as to Form:

City Attorney Dated

Exhibit D—Road Related Properties

**Road-Related Properties Transferred from King County to the City of Kirkland
Described as Follows:**

LEGAL DESCRIPTION:

PIN #282605-9209

Lot 1, Short Plat #1079092, Recorded under recording #800118-0726, being a portion of the east half of the southeast ¼ of the northeast ¼ of section 28, township 26 north, range 5 east, W.M., in King County, Washington; together with an easement for ingress and egress over the north 24 feet in width of lot 2 of said short plat.

SUBJECT TO:

Easement, and the terms and conditions thereof, for side sewer recorded 6/12/73, recording #730612-0488 affecting the northerly 6 feet and westerly 6 feet of said premises; covenants, conditions, restrictions and easements contained in short plat recorded 1/18/80, recording #800118-0726; right to make necessary slopes for cuts or fills upon property as granted in deed recorded 5/25/60, recording #5165123.

PIN #282605-9001

PARCEL A:

The south 128 feet of the east 290.4 feet;
EXCEPT the west 225 feet of the east half of the northeast quarter of the northeast quarter of Section 28. Township 26 North. Range 5 East. W.M. in King County. Washington. and the south 128 feet of that portion of the west half of the northwest quarter of the northwest quarter of Section 27. Township 26 North. Range 5 East. W. M. in King County Washington
lying westerly of 132nd Avenue N. E.;

PARCEL B:

A non-exclusive easement for turnaround over that portion of the south 150.00 feet of the west 290.40 feet of the east half of the northeast quarter of the northeast quarter of Section 28, Township 26 North, Range 5 East, W.M., in King County, Washington described as follows:

Beginning at the northwest corner of the above described tract;
thence south 89°52'38" east along the north line thereof a distance of 17.01 feet;
thence south 1°32'32" west a distance of 22.01 feet;
thence south 89°52'38" east a distance of 20.00 feet to the TRUE POINT OF BEGINNING of the herein described easement;
thence continuing south 89°52'38" east a distance of 32.26 feet;
thence south 9°14'32" west a distance of 27.00 feet;
thence north 80°59'57" west a distance of 23.50 feet; 1
thence north 8°23'48" east a distance of 14.00 feet;
thence north 36°18'55" west a distance of 11.41 feet to the TRUE

POINT OF BEGINNING;

PARCEL C:

An equal and undivided interest in the following described tract:

The north 22 feet of the east 273.4 feet of the south 150 feet of the east half of the northeast quarter of the northeast quarter of Section 28. Township 26 North. Range 5 East. W.M. in King County Washington
and the north 22 feet of that portion of the west half of the northwest quarter of the northwest quarter of Section 27 Township 26 North. Range 5 East. W.M. • in King County. Washington.
lying westerly of 142nd Avenue N.E.

SUBJECT TO:

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Puget Sound Power & Light Company, a Washington corporation

PURPOSE: An underground electric distribution system

AREA AFFECTED: North 5 feet of Parcel A and all of Parcel C

DATED: July 19, 1971

RECORDED: July 30, 1971

RECORDING NUMBER: 7107300430

2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: Washington Natural Gas Company

PURPOSE: Pipeline or lines

AREA AFFECTED: North 5 feet of Parcel A

RECORDED: August 20, 1973

RECORDING NUMBER: 7308200487

3. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BY AND BETWEEN: Donald L. Hardy, Anne B. Hardy,
Samuel M. Hess and Imogene C. Hess
and King County Water District No. 104

DATED: June 7, 1971

RECORDED: July 9, 1971

RECORDING NUMBER: 7106090497

REGARDING: Street lighting

4. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BY AND BETWEEN: Property owners

DATED: Undisclosed

RECORDED: September 7, 1976

RECORDING NUMBER: 7609070126

REGARDING: Agreement for road maintenance cost

Access Road Easement Owned by King County

Access easement with recording #820915-0433, granting KC a right of way easement for a certain drainage facility.

Exhibit E—Drainage Property Interests and Facilities

**Drainage Property Interests to be Transferred to Kirkland
Upon Annexation of Juanita/Finn Hill/Kingsgate Area**

1. Drainage Related Lands held by King County and Described as Follows:

AARONWOOD TRACT B, as recorded in Volume 199 of Plats, pages 099 through 102 (Tax Account 0011300220)

BRANDT'S NORTH KIRKLAND ADD TRACTS A, C, & D as recorded in Volume 208 of Plats, pages 035 through 037 (Tax Accounts 1041530090, 1041530110, & 1041530120)

CAMBRIDGE HEGHTS TRACTS J & F, as recorded in Volume 184 of Plats, pages 095 through 098 (Tax Accounts 1310480510 & 1310480500)

CANTERBURY COURT TRACT B, as recorded in Volume 178 of Plats, pages 025 through 026 (Tax Account 1330270100)

CRESTA ALETA TRACT A, as recorded in Volume 121 of Plats, pages 040 through 041 (Tax Account 1830700130)

CROSSLAND MEADOWS TRACT A, as recorded in Volume 181 of Plats, pages 060 through 063 (Tax Account 1853200250)

DIAMOND CREEK TRACT D, as recorded in Volume 164 of Plats, pages 043 through 045 (Tax Account 2025550290)

DUNMORE DIV 1 TRACTS A & B, as recorded in Volume 119 of Plats, pages 049 through 050 (Tax Accounts 2125400300 & 2125400310)

DUNMORE DIV 2 TRACT F, as recorded in Volume 121 of Plats, pages 082 through 084 (Tax Account 2125410310)

EAGLE RIDGE TRACT C, as recorded in Volume 130 of Plats, pages 041 through 042 (Tax Account 2141250130)

FINN HILL COURT TRACTS B & C, as recorded in Volume 132 of Plats, pages 014 through 015 (Tax Accounts 2540830180 & 2540830190)

FINN HILL CREST TRACTS A, as recorded in Volume 115 of Plats, pages 016 through 017 (Tax Account 2540850400)

FINN HILL DIV TRACT B, as recorded in Volume 253 of Plats, pages 066 through 069 (Tax Account 254082-0060)

FINN HILL PARK TRACT X, as recorded in Volume 151 of Plats, pages 079 through 081 (Tax Account 2541100110)

FINN HILL VISTA NO 2 TRACT A, as recorded in Volume 132 of Plats, pages 066 through 067 (Tax Account 2541510070)

FOXBRIER TRACT M, as recorded in Volume 184 of Plats, pages 041 through 044 (Tax Account 2621730340)

GLEN LYON TRACT A, as recorded in Volume 113 of Plats, pages 071 through 073 (Tax Account 2783600250)

HERITAGE BISSELL TRACT C, as recorded in Volume 200 of Plats, pages 014 through 016 (Tax Account 3259480150)

HIDDEN FIRS TRACT A, as recorded in Volume 104 of Plats, page 032 (Tax Account 3275000190)

HIGHBURY COURT TRACT A, as recorded in Volume 130 of Plats, pages 008 through 009 (Tax Account 3291500090)

INGLEMOOR RIDGE TRACT A, as recorded in Volume 151 of Plats, pages 061 through 062 (Tax Account 3574900250)

INGLEWOOD EAST #2 TRACT B, as recorded in Volume 121 of Plats, pages 028 through 029 (Tax Account 3578110360)

JUANITA VILLAGE TRACT A, as recorded in Volume 182 of Plats, pages 058 through 060 (Tax Account 3764650210)

KAMIAKIN HEIGHTS TRACT A, as recorded in Volume 149 of Plats, pages 008 through 009 (Tax Account 3786500190)

KING COUNTY SHORT PLAT 181047 TRACT 101, Recording No. 830204-0809 (Tax Account 3761700259)

KING COUNTY SHORT PLAT 483078 TRACT A, Recording No. 840309-0970 (Tax Account 3840700748)

KING COUNTY SHORT PLAT L00S0018 TRACT A, Recording No. 20020708-900009 (Tax Account 1626059173)

KING COUNTY SHORT PLAT L95S0065 TRACT B, Recording No. 980211-9015 (Tax Account 4055700239)

KING COUNTY SHORT PLAT L97S0018 TRACT A, Recording No. 19991025-900009 (Tax Account 3761700088)

KING COUNTY SHORT PLAT L98S0072 TRACT X, Recording No. 20010124-900002 (Tax Account 0866000050)

KING COUNTY SHORT PLAT L98S0072 TRACT Y, Recording No. 20010124-900002 (Tax Account 0866000060)

KING COUNTY SHORT PLAT L99S3034 TRACT B, Recording No. 20010618-900006 (Tax Account 2126059282)

KING COUNTY SHORT PLAT S91S0146 TRACT 2, Recording No. 950627-9006 (Tax Account 1626059160)

KING COUNTY SHORT PLAT L99S0001 TRACT B, Recording No. 20040113-900007 (Tax Account 1926059232)

KING COUNTY SHORT PLAT 1076073 TR A, Recording No. 890816-0851 (Tax Account 3840700657)

MEADOW @ FINN HILL TRACT A, as recorded in Volume 171 of Plats, pages 017 through 018 (Tax Account 5406000120)

OAK MEADOW TRACT C, as recorded in Volume 155 of Plats, pages 096 through 097 (Tax Account 6301800310)

ONE EAGLE PLACE TRACT C, as recorded in Volume 194 of Plats, pages 036 through 039 (Tax Account 6389970160)

OOSTERWYK GARDENS, as recorded in Volume 163 of Plats, pages 037 through 039 (Tax Account 6396000351)

PERKINS LANE TRACT B, as recorded in Volume 226 of Plats, pages 080 through 082 (Tax Account 6717000080)

SAARELA DIV. #2 TRACT B, as recorded in Volume 180 of Plats, pages 083 through 086 (Tax Account 7491010080)

TIMBERLAKE TRACT C, as recorded in Volume 187 of Plats, pages 084 through 088 (Tax Account 8650300270)

TIMBERWOOD NO 2 TRACT A, as recorded in Volume 099 of Plats, pages 057 through 058 (Tax Account 8651710460)

TIMBERWOOD NO 3 TRACT B, as recorded in Volume 105 of Plats, pages 010 through 011 (Tax Account 8651720530)

TIMBERWOOD NO 4 TRACT B, as recorded in Volume 108 of Plats, pages 066 through 067 (Tax Account 8651730600)

TOTEM LAKE MEADOWS TRACT C, as recorded in Volume 132 of Plats, pages 038 through 039 (Tax Account 8663260430)

UPLAND GREEN DIV 1 TRACT H, as recorded in Volume 116 of Plats, pages 074 through 076 (Tax Account 8835200985)

VILLAGE AT BLUE GABLES TRACT D, as recorded in Volume 142 of Plats, pages 094 through 097 (Tax Account 8944310370)

WHITNEY'S MEADOW TRACT A, as recorded in Volume 208 of Plats, pages 001 through 003 (Tax Account 9379000070)

WILLOW GLEN TRACT A, as recorded in Volume 161 of Plats, pages 044 through 046 (Tax Account 9429000200)

WINDSOR VISTA #3 TRACT A, as recorded in Volume 086 of Plats, pages 007 through 008 (Tax Account 9477201680)

2. **The following easements:**

As recorded under recording number 801031-1103

As recorded under recording number 6170809

As recorded under recording number 940323-1588

As recorded under recording number 751218-0538

As recorded under recording number 6453536

As recorded under recording number 5813079

As recorded under recording number 5845356

As recorded under recording number 6615702

As recorded under recording number 6636765

As recorded under recording number 711117-0302

As recorded under recording number 720626-0579

As recorded under recording number 720626-0580

As recorded under recording number 730130-0534

As recorded under recording number 760429-0601

As recorded under recording number 760430-0545

As recorded under recording number 800414-0447

As recorded under recording number 720214-0112

As recorded under recording number 730130-0539

As recorded under recording number 741018-0334

As recorded under recording number 830317-0828

As recorded under recording number 6414817

As recorded under recording number 6466649

As recorded under recording number 6551160

As recorded under recording number 740628-0625

As recorded under recording number 740315-0454

As recorded under recording number 6596779

As recorded under recording number 770308-0876

As recorded under recording number 780315-0772

As recorded under recording number 5485560

As recorded under recording number 790130-1012

As recorded under recording number 6636767

As recorded under recording number 750618-0063

As recorded under recording number 760525-0630

As recorded under recording number 821209-0657

As recorded under recording number 821209-0658

As recorded under recording number 861217-0427

3. All drainage easements dedicated to King County or the public in the following recorded Plats, pages, records of King County:

AARONWOOD, as recorded in Volume 199 of Plats, pages 099 through 102
ALLISON ESTATES, as recorded in Volume 174 of Plats, pages 072 through 074
ANGELIA HEIGHTS, as recorded in Volume 179 of Plats, pages 020 through 021
APPLETREE, as recorded in Volume 193 of Plats, pages 045 through 047
APPLETREE LANE, as recorded in Volume 108 of Plats, pages 068 through 069
ASTON GARDENS DIV 1, as recorded in Volume 194 of Plats, pages 091 through 094
ASTON GARDENS DIV 2, as recorded in Volume 198 of Plats, pages 090 through 092
AVIAVISTA ADD, as recorded in Volume 027 of Plats, page 035
BALCHS ALBERT EASTSIDE PARK ADD, as recorded in Volume 069 of Plats, pages 050 through 051
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4. *All drainage easements dedicated to King County or the public within the following recorded short plats, records of King County:*

Short Plat	Recording Number	Parcel Number
KCSP 1078090R	198009220727	3579800559
KCSP 381076	198303070540	2426049148
KCSP 674180	197511180596	2426049125
KCSP 578204	197812040858	2426049060
KCSP 676061	197609010603	2426049059
KCSP 184100	198410100957	2426049151
KCSP 583017	198507250838	2426049154
KCSP S89S0404	199112109001	2426049043
KCSP 1088026	199207089012	2426049174
KCSP L01S0017	20021210900013	2426049187
KCSP L96S0004	199612109002	2426049181
KCSP L94S0012	19971109011	2426049184
KCSP S89S0206	199006141628	2426049164
KCSP S89S0205	199006141627	2426049038

KCSP 387039	198805110962	2426049156
KCSP 387040 -	198805110961	2426049157
KCSP 779176	198209220629	3574802020
KCSP 1277129	197806080592	3574801081
KCSP 1280040R	198104080288	1926059204
KCSP L99S0001	20040113900007	192605TRCT
KCSP 380047	198106290680	1926059209
KCSP 181048	198112040582	2335300130
KCSP 278083	197806020829	2026059155
KCSP 183071	198405250782	2026059174
KCSP 678119	197905221175	1626059059
KCSP 686020	198704160602	2126059141
KCSP 686019	198704160605	2126059264
KCSP 374042	197408270362	2126059220
KCSP 777051 REV -	197903080637	2126059237
KCSP 575017	197602170576	1626059033
KCSP 1084080	198512240623	1626059126
KCSP L99S3034	20010618900006	2126059280
KCSP1074026	197701140546	2126059134
KCSP R1077007	197807131012	2226059067
KCSP 281071	198104280737	8835200730
KCSP 1075000	197610110634	2226059089
KCSP 1283061	198406270790	2226059107
KCSP L98S0072	20010124900002	0866000010
KCSP L98S0071	20010124900001	2226059119
KCSP 377147	197708180966	2226059024
KCSP S92S0080	199802249009	2226059117
KCSP L03S0003	20050607900006	2726059143
KCSP 1078031	197905170888	2726059008
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KCSP 485126	198609301851	2726059062
KCSP 684012 REV -	198607090916	2726059123
KCSP 278020 R	198902210369	2726059106
KCSP 777086	197710060818	2726059043
KCSP 1079092	198001180726	2826059105
KCSP L05S0066	20070913900018	9329300015
KCSP S90S0081	199202271925	9329300090
KCSP L03S0036	20050902900004	2726059020
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KCSP L97S0002	19990914900009	2726059046
KCSP 1177115	197805300830	2726059094
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KCSP L98S0003	199810059008	2726059133
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KCSP L05S0027	20070202900005	2226059120
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KCSP 682068	198407201099	2126059056
KCSP 281085	198108280846	2126059254
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KCSP 277054	197706060653	2026059083
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KCSP 976053	197703140539	1926059174
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KCSP 482038	198209080515	2026059017
KCSP 127607	197706090721	2026059075
KCSP 1076014	197703220843	2026059142
KCSP 981004	198208190598	2026059021
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KCSP 782002R REV. -	199003201016	3026059299
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KCSP 782003R REV.	199003201017	3026059301
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Revised/Altered KC SP		
L9500694	199603189014	3026059304
KCSP L96S0006	19991021900007	3026059329
KCSP L93S0016	199402109002	6396000315
KCSP L94S0005	199409209003	6396000013
KCSP L94S0006	199409209004	6396000020
KCSP L95S0056	199603279002	6396000330
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KCSP 787001	198712220440	3840700146
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KCSP 675071	197511260524	3760500340
KCSP 985034	198605080990	3760500403
KCSP S90S0095	199605229012	3760500185

KCSP L05S0065	20070821900006	3760500500
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	198406210555 &	
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KCSP 477128	197707290636	4055700286
KCSP 379060	198004240624	4055700225
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KCSP L95S0064	199802119016	4055700230
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KCSP 1077045	198001220764	3761700112
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KCSP 885044	198701050669 (SP CORR.)	3761700054
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KCSP 180077	198007140551	3761700071
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KCSP 682031	198404240701	9388100012
KCSP 1182053	198308170827	9388100033
KCSP 976051	197703160480	9388100021
KCSP 1176042	197908020900	9388100030
KCSP 382039	198308170825	9388100042
KCSP 180009	198007220605	9388100056
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KCSP 480091	198106080624	4055700721
KCSP 276045	197608050447	4055700799
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KCSP 888014	199212150994, 199407270760	6076500200
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KCSP L03S0013	20040720900010	3767300041
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KCSP L03S0037	20060719900009	3767300076
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KCSP L02S0025	20030812900006	2526049043
KCSP S90S0345	199404129001	2526049013
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KCSP 378026	197903080638	2526049035
KCSP 1087034 -	199009051249	3840700005
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KCSP 688025	198912019003	1926059212
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KCSP 1075063 REV.	197704281059	2026059036
KCSP 778139	197905140951	1926059127
KCSP 578025	197810190909	1926059063
KCSP S92S0055	199601269001	1926059224
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KCSP 279034	197907021067	2026059013
KCSP 185022	198505090746	2541500160
KCSP 478177	197903120811	2026059054
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KCSP 579115	197911130991	2026059089
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KCSP S89S0426	199106241125	2026059053
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KCSP 982020	198303010664	6675500192
KCSP 584030	198607290716	6675500084
KCSP 1080061	198210220547	6675500132

KCSP 976020	197704260627	6675500055
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KCSP 584031	198607290714	6675500094
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KCSP 584117	198607240773	6675500184
KCSP S90S0325	199511309003	6675500042
KCSP L04S0069	20060816900004	667550TR-A
KCSP L04S0053	20060531900031	667550TRCT
KCSP 777068	197802070718	2426049140
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KCSP 785077	198703160616	2426049155
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KCSP 475017	197708310800	1926059025
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KCSP 577039	197804050875	2126059228
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KCSP 978003	197909241001	6706600010
KCSP L06S0031	20071114900025	2126059158
KCSP S90S0125	199402019008	2126059274
KCSP 174009	197407220617	2126059223
KCSP 1187010	198806140560	2126059268
KCSP 1178047	198009040742	2126059251
KCSP L00S0018	20020708900009	1626059171
KCSP S90S0282	199212079008	1926059106

5. **The following declaration of covenant:**

As recorded under recording number #20010821-000525

Exhibit E-1

Residential Drainage Facilities			
Facility Number	Name	Address	Major Components
D90183	Finn Hill Crest 2 (includes Glen Lyon)	12716 87th Ct NE	Pond, Trench
D90202	Appletree Lane	14022 81st Pl NE	Tank
D90204	Boyd Farm Estates	13944 101st Pl NE	Tank
D90209	Maple Tree Lane	14016 127th Pl NE	Tank
D90239	Country Trace	12604 NE 140th St	Tank
D90338	Inglewood East Div 2 Pond A	14238 90th Ave NE	Pond
D90373	Boyd Farm Estates #2	13900 101st Pl NE	Tank
D90401	Blenheim	10132 NE 141st Pl	Tank
D90418	Emily Park	14309 101st Pl NE	Tank
D90419	Emily Park	10127 NE 143rd St	Tank
D90428	Blenheim	14202 101st Pl NE	Tank
D90470	Park Lake T E	13229 112th Ave NE	Tank
D90471	Park Lake T C	13236 111th Ct NE	Tank
D90479	Park Lake T W	10942 NE 133rd St	Tank, Trench
D90496	Mattila Place	11009 NE 140th St	Trench
D90524	Inglewood East Div 2 pond B	9016 NE 142nd Ct	Pond
D90533	Dunmore Div 1 Tr A	9935 NE 140th Pl	Pond
D90535	Totem Vista	13204 NE 130th Pl	Tank
D90542	Firlock 14 W Tnk	13531 124th Ct NE	Tank
D90543	Firloch 14	12445 NE 136th Pl	Tank
D90550	Juanita Ridge	11905 80th Pl NE	Tank, Trench
D90572	Cedar Creek #2	10435 NE 135th Pl	Tank
D90583	Sunny Creek	11211 NE 140th St	Tank
D90584	Sunny Creek	13909 113th Ave NE	Tank
D90597	Simonds Glenn	10129 NE 144th Ct	Tank
D90627	Timberwood #4	14341 93rd Ave NE	Pond, Trench
D90628	Patricia Park	8621 NE 142nd St	Tank
D90681	Cedar Creek A	10506 NE 136th Pl	
D90682	Cedar Creek B	10421 NE 136th Pl	Trench
D90685	Thompson's Replat	8729 NE 142nd St	Tank
D90748	Upland Green, Tr. H	13708 135th Ave NE	Pond, Tank
D90790	Park Lake #2	13413 110th Pl NE	Tank
D90812	Cresta Aleta	8401 NE 132nd St	Pond
D90866	Dunmore Div 1 Tr B	14048 97th Ave NE	Pond
D90873	ElDorado West #3	8842 NE 132nd St	Tank

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D90916	McAllaster Place	10626 133rd Pl NE	Trench
D90933	Timberwood #5	14040 92nd Pl NE	Tank
D90990	KCSP 0183071	14441 105th Ct NE	Tank
D91016	Morley Place	14320 79th Pl NE	Tank
D91075	KCSP 0181047	13526 62nd Ave NE	Trench
D91080	Kamiakan Park T1	12821 NE 142nd St	Tank

D91081	Kamiakan Park T2	12821 NE 142nd St	Tank
D91082	Kamiakan Park T3	14002 129th Ave NE	Tank
D91100	KCSP 0583017	8001 NE 145th St	Tank
D91140	Totem Lake Meadows	13329 122nd Pl NE	Pond
D91141	Totem Lake Meadows	12141 NE 134th Ct	Tank
D91159	KCSP 0585048	12324 Juanita Dr NE	Pond
D91163	KCSP 0185008	13104 NE 133rd Ct	Tank
D91170	Finn Hill Court	8218 NE 140th Pl	Tank
D91180	Dunmore Div 2 Tr F	9734 NE 141st Ct	Pond
D91266	Maple Lane View	14011 127th Pl NE	Tank
D91270	Meadow View	12823 133rd Pl NE	Tank
D91273	Eagle Ridge	13612 62nd Ave NE	Pond
D91321	Totem Crest	12802 NE 132nd Pl	Tank
D91330	Timberwood #2	9537 NE 141st Pl	Pond, Trench
D91339	Hidden Firs	13901 127th Pl NE	Pond
D91353	Timberwood #3 Tr B	14204 95th Ave NE	Pond
D91354	Timberwood #3	9420 NE 143rd St	Tank
D91382	Finn Creek	13417 78th Pl NE	Tank
D91399	Totem View	12237 NE 133rd Pl	Tank
D91431	KCSP 1076072-3	12800 Juanita Dr NE	Pond
D91441	Olympic View Estates	13013 NE 137th Pl	Tank
D91442	Highbury Court	13110 72nd Ave NE	Pond
D91449	KCSP 1080061	8640 NE 141st St	Tank, Trench
D91477	Hermosa Vista 2	8010 NE 115th Wy	Tank
D91478	Hermosa Vista 2	8108 NE 115th Wy	Tank
D91479	Hermosa Vista 2	8221 NE 115th Wy	Tank
D91480	Hermosa Vista 2	8201 NE 115th Wy	Tank
D91497	Maple Lane Estates	13603 88th Pl NE	Tank
D91498	Maple Lane Estates	13510 89th Pl NE	Tank
D91574	Inglemoor Highlands	14309 85th Pl NE	Tank
D91575	Inglemoor Highlands	8619 NE 144th St	Tank
D91576	Inglemoor Highlands	14330 88th Ave NE	Tank
D91577	Inglemoor Highlands	8835 NE 144th St	Tank
D91578	Inglemoor Highlands	14426 91st Ave NE	Tank, Trench
D91579	Inglemoor Highlands	14450 91st Ave NE	Tank
D91580	Inglemoor Highlands	9230 NE 143rd Pl	Tank
D91581	Inglemoor Highlands	9106 NE 143rd Pl	Tank, Trench
D91582	Inglemoor Highlands	9045 NE 143rd St	Tank, Trench

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D91583	Inglemoor Highlands	8606 NE 143rd St	Tank
D91590	Finn Hill Park	12351 Juanita Dr NE	Tank
D91677	KCSP 1087034 (Dompier SP)	13019 84th Ave NE	Tank, Trench
D91699	Patricia Park	8519 NE 142nd St	Tank
D91733	Oak Meadow	12813 86th Ave NE	Tank
D91740	KCSP S89S0205-206 (Robbins SP)	14500 82nd Ave NE	Tank
D91741	KCSP 0387039/040 (Lindstrom SP)	8112 NE 143rd St	Tank
D91782	Oak Meadow	8400 NE 129th Pl	Pond
D91868	KCSP 1088001 (Gordon)	9924 NE 135th Pl	Tank
D91878	Finn Hill Vista #2	13801 90th Ave NE	Pond, Tank
D91879	Village at Blue Gables	13500 132nd Ave NE	Tank
D91880	Village at Blue Gables	13428 135th Ave NE	Pond, Trench
D91881	Willow Glen	13199 86th Pl NE	Bioswale, Pond, Trench
D91949	Brighton Place	14102 81st Pl NE	Tank
D91950	Carla Hills	7846 NE 145th St	Tank
D91954	Inglemoor Ridge	14419 88th Ave NE	Pond
D91962	Oosterwyk Gardens	8000 NE 125th St	Tank
D91964	Totem Park	126th Ave NE & NE 140th St	Tank
D91965	Totem Park	12600 NE 138th Pl	Tank
D91981	Belmont Lane	14501 92nd Ave NE	Bioswale, Tank
D91999	KCSP 1088026 (Ross SP)	8019 NE 145th St	Tank, Trench
D92010	Kamiakin Heights	12890 NE 140th St	Tank
D92011	Woodland Glenn	8018 NE 122nd Pl	Tank
D92013	Qodesh	8405 NE 122nd St	Tank
D92045	KCSP 0688025 (Goakey SP)	8404 NE 137th Ct	Tank
D92053	KCSP 0888014 & S89S0319 (Federspiel)	7801 NE 124th St	Tank
D92083	KCSP S90S0052 (Diesen SP)	12419 NE 140th St	Tank
D92084	Firlock #15	12712 NE 132nd St	Tank
D92134	KCSP 1283061	13619 133rd Ave NE	Tank
D92140	KCSP 1178047	11633 NE 140th St	Trench
D92156	KCSP S90S0282 (Johnson SP)	9000 NE 136th St	Tank
D92218	Parke at Finn Hill	12432 Juanita Dr NE	Bioswale, Pond
D92219	Parke at Finn Hill	7600 NE 124th St	Tank
D92224	Meadows at Finn Hill, The	12088 84th Ave NE	Bioswale, Pond
D92261	Carlena Gardens	12500 82nd Ave NE	Bioswale, Tank
D92268	KCSP 1084064	7850 NE 122nd Pl	Tank

	(Washington SP)		
D92307	KCSP S91S0146 (Deasy-Shriner SP)	13130 NE 145th Pl	Bioswale, Pond
D92322	KCSP S90S0345	11627 82nd Ave NE	Bioswale, Trench
D92332	Diamond Creek	11305 NE 144th Pl	Tank
D92333	Diamond Creek	11285 NE 145th St	Bioswale, Pond, Trench
D92408	KCSP S92S0085 (Cammack)	13103 84th Ave NE	Tank
D92409	Crossland Meadows	8201 NE 124th Pl	Bioswale, Tank
D92410	KCSP L95S0047 (Lindstrom SP)	7829 NE 125th St	Tank
D92468	KCSP L96S0004 (Riddell SP)	14420 81st Ave NE	Bioswale
D92481	Juanita Village	14445 Juanita-Woodinville Wy	Bioswale, Tank
D92529	KCSP L95S0064-65 (Vermeulen SP)	12957 64th Ave NE	Bioswale
D92556	Cambridge Heights, Tr F	13408 NE 134th PL	Trench
D92557	Cambridge Heights Tr J	13414 132nd Ave NE	Bioswale
D92624	Timberlake	11270 Juanita Dr NE	Bioswale
D92644	Aaronwood	10058 NE 142nd Pl	Bioswale, Tank, Trench
D92646	Foxbrier, Tr M	13728 NE 136th Pl	Bioswale, Pond
D92649	Braeburn	13220 120th Ave NE	Bioswale
D92656	Saarela Tr B	13348 88th Pl NE	Bioswale, Tank, Trench
D92664	Appletree	12414 84th Ave NE	Bioswale, Tank
D92675	Canterbury Court	10820 NE 142nd St	Bioswale, Pond
D92677	Allison Estates, Tract B	13073 134th Ave NE	Bioswale, Tank
D92678	KCSP L00S0018, Tr. A (Berhold SP)	13165 NE 145th PL.	
D92684	Maki Estates	131XX 82nd Ave NE	Tank
D92694	Crescent Ridge	8426 NE 128th St	
D92707	Sweetbriar	13801 130th Pl NE	
D92752	Aston Gardens II	8200 NE 119th St	Bioswale, Trench
D92770	One Eagle Place	7200 NE 120th St	Bioswale
D92795	KCSP L99S0001 (Petragallo/Shannon Creek)	14151 97th Ave NE	Bioswale, Tank
D92796	AAA 2YR BOND KCSP L97S0018	6051 NE 135th St	Bioswale, Trench
D92843	Brandt's North Kirkland Addition	13105 NE 133rd Ct	Bioswale, Tank
D92844	Brandt's North Kirkland	13113 NE 133rd Ct	Tank

	Addition		
D92865	Perkins Lane	132XX NE 137th Ct	
D92905	Portico on Finn Hill	8671-1/2 NE 123rd Pl	
D92906	Lateste SP L98S0071-72	NE 135th Ct & 132nd Ave NE	Bioswale, Tank
D92918	Kingsgate 18	13279 124th Ct NE	
D92936	Heritage Bissell	8019 NE 132nd St	Pond
D92937	Heritage Bissell	8019 NE 132nd St	Tank
D92982	Finn Hill Subdivision	7115 NE 132nd Ln	
D92983	Hubbell Plat	13200 126th Ct NE	
D93070	Greenwood Estates	139XX 105th Ct NE	Tank
D93076	Cliff Mull 6 At Kirkland	13941 127th PL NE	
Regional Drainage Facilities			
DR0564	Simmonds Road Regional Pond	10000 Simonds Road NE	Pond, Trench
DR0514	Edith Moulton Park Bank Stabilization	13600 108th Ave NE	Regional R/D
DR0525	High Woodlands Regional Pond	11601 NE 143rd Place	Channel
DR0589	Windsor Vista Stream Restoration	11000 NE 143rd St	Dam
DR0530	Lower Denny Creek Fishway	12200 Holmes Point Dr NE	Channel
DR0567	Sparkman & McLean #3	9748 NE 134th St	Channel
DR0579	Timberwood Div No. 2	14107 97th Av NE	Enclosed Drain
DR0532	McDonald Heights Tightline	7200 NE 126th St	Enclosed Drain
DR0599	Timberwood #4 (D90627)	14344 93rd Ave NE	HDPE
DR0610	Inglemoor Highlands	9230 NE 143rd Pl	HDPE

Exhibit E-2

	FACILITY #	FACILITY NAME	ADDRESS
1	D95014	Tamarack Condos	9810 NE 137th St
2	D95018	Grace Church	13116 NE 132nd St
3	D95036	Westwood Village Townhomes	10027 NE 138th PI
4	D95037	Kingsgate Meadows Apartments	14300 124th Ave NE
5	D95065	Lexington Condominiums	12720 NE 144th St
6	D95101	Inglewood Forest Condos	14022 Juanita Dr NE
7	D95107	Totem Sub-station - Puget Sound Energy	13201 NE 123rd St
8	D95693	Sno-King Bingo Hall	12526 NE 144th St
9	D95728	Juanita Row II Retail Office Bldg	13501 100th Ave NE
10	D95729	Bridlewood Apartments	13210 97th Ave NE
11	D95733	Fairfax Hospital	10126 NE 132nd St
12	D95738	Juanita Bayshore	11615 91st Ln NE
13	D96312	Kingsgate Shopping Plaza	14302 124th Ave NE
14	D96313	Kingsgate Shopping Plaza	14302 124th Ave NE
15	D96316	Brighton Place	13434 Juanita-Wdvle Wy
16	D96344	Kingsgate Terrace Condos	12715 NE 144th St
17	D96357	Compton Meadows	14300 126th Ave NE
18	D96663	Totem East	13508 NE 124th St
19	D97077	Henry David Thoreau Elementary School	8224 NE 138th St
20	D97081	Inglewood Presbyterian	7718 NE 141st St
21	D97091	Juanita Brook Apartments	11230 NE 132nd St
22	D97093	Willows Road Office Park - 12515	12515 Willows Rd NE
23	D97094	Drywall by Garlow	12828 Willows Rd
24	D97095	7-Eleven Store	13400 100th Ave NE
25	D97096	Griffin Broweleit Apartments	9911 NE 134th Ct
26	D97097	Griffin Broweleit Apartments	9911 NE 134th Ct
27	D97098	Griffin Broweleit Apartments	9911 NE 134th Ct
28	D97108	Chantry Estates	13811 Juanita-Woodinville Wy
29	D97455	Hazel Grove Condos/Townhomes	137th PI & Wdvle-Juanita Wy NE
30	D97456	Hazel Grove Condos/Townhomes	137th PI & Wdvle-Juanita Wy NE
31	D98165	Simonds Estates	14505 Simonds Rd NE
32	D97527	Griffin Apts	9902 NE 134th Ct
33	D98229	Village on the Park Condos	13140 130th PI NE
34	D98232	St John Vianney Church	12526 84th Ave NE
35	D98263	Griffin Townhouses & Offices	9925 NE 134th Ct
36	D98343	North Willows Business Park-Office Warehouse	13649 NE 126th PL
37	D96534	Four-Plex Unit Apts	7325 NE 141st St
38	D96551	Totem Place	13209 NE 126th PI
39	D96594	Sound Sleep Health	13531 Juanita Woodinville Wy
40	D96129	Close Encounters Condos	9903-9921 NE 135th PI
41	D96139	Alpine Ridge Apartments	14461 Simonds Rd NE
42	D96142	Evergreen Veterinary Hospital	14423 124th Ave NE
43	D96182	Washington Mutual	14400 124th Ave NE
44	D96183	Olympic Village Condos	14441 124th Ave NE
45	D96199	Lakeside Milam Recovery Center	10322 NE 132nd St

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46	D96200	Our Redeemer Lutheran Church	11611 NE 140th St
47	D96218	Inglewood Hills Condos	14132 74th PI NE
48	D96219	Inglewood Hills Condos	14253 73rd Ave NE
49	D96221	Kingsgate Firs	14311 124th Ave NE
50	D96243	United Rentals	12500 132nd PI NE
51	D96244	Kirkland Church of Christ	10421 NE 140th St
52	D96245	Kirkland Church of Christ	10421 NE 140th St
53	D96254	Lovell Apartments	7333-7339 NE 141st St
54	D96255	Lovell Apartments	7341-7347 NE 141st St
55	D96256	Air Cold Supply	12530 135th Ave NE
56	D96257	Air Cold Supply	12530 135th Ave NE
57	D96272	Kingsgate Ridge Manor	12400 NE 145th PL
58	D96274	Waste Management of WA	12545 135th Ave NE
59	D96275	Verizon-Juanita (2330B01)	10020 NE 133rd PI
60	D96809	Inglenook Court Apts	NE 142nd PI & Juanita Dr NE
61	D96810	Inglenook Court Apts	NE 142nd PI & Juanita Dr NE
62	D96811	Inglenook Court Apts	NE 142nd PI & Juanita Dr NE
63	D96812	Inglenook Court Apts	NE 142nd PI & Juanita Dr NE
64	D96816	NW Auto Glass Center	13400 NE 124th St
65	D97118	Fairfax Hospital	10200 NE 132nd St
66	D97122	Verizon-Juanita (2330B01)	10020 NE 133th PI
67	D97125	Big Finn Hill Park	NE 138th St & 87th Ave NE
68	D96917	Kamiakin Junior High School	14111 132nd Ave NE
69	D96918	Kamiakin Junior High School	14111 132nd Ave NE
70	D97664	Duganair Technologies	12735 Willows Rd
71	D97665	Cedar Heights Apartments	13215 NE 123rd St
72	D97876	LDS Church	13220 NE 132nd St
73	D97921	Consolidated Graphic Services	13600 NE 126th PI
74	D97923	Unified Information	13513 NE 126th PI
75	D97932	Inglewood Village	14130 Juanita Dr NE
76	D98053	Washington Mutual Bank	12440 NE 144th St
77	D98146	McDonalds	13630 100th Ave NE
78	D98147	Hunters Run Apts	13420 Juanita-WdVe Wy NE
79	D98149	Lake Washington Christian Church	13225 116th Ave NE
80	D97796	Kindercare #000389	14230 Juanita-WoodinVe Wy NE
81	D98831	Henry David Thoreau Elementary School	8224 NE 138th St
82	DS0073	Fitzgerald Residence	11715 90th Ave NE
83	D98698	Safeway #2734 (Kirkland)	10020 NE 137th St
84	D96448	Sno-King Bingo Hall	12526 NE 144th St
85	D95974	Northshore Baptist Church	10301 NE 145th St
86	D95989	KC Housing Authority-Cedarwood	14415 123rd Ln NE
87	D96721	KC Fire Dist 36 Station 34	12703 NE 144th St
88	D96724	Woodlake Apts	13501 116th Wy NE
89	D96725	Woodlake Apts	13501 116th Wy NE
90	D96726	Woodlake Apts	13501 116th Wy NE

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91	D97152	Totem Ridge Business Park #2	13621 NE 126th PI
92	D97153	Totem Ridge Business Park #1	13609 NE 126th PI
93	D96869	Sancerre Apts.	12648 NE 144th St
94	D97396	Evergreen House	13645 NE 126th PI
95	D96524	Kingsgate Ridge Manor	12400 NE 145th PI
96	D96532	Bridlewood Apartments	13210 97th Ave NE
97	D97341	Willows Road Office Park	12525 Willows Rd
98	D97666	Cedar Heights Apartments	13215 NE 123rd St
99	DS0058	Haberzette SP	6619/6622 NE 130th Ln
100	DS0025	Calvert SP S92S0080 (Lots 2 & 3)	13236 136th Ave NE
101	DS0026	Calvert SP S92S0080 (Lots 1 & 4)	13236 136th Ave NE
102	D98391	Unified Information	13513 NE 126th PI
103	DS0019	Matt & Maki Deisher Residence	12041 89th PI NE
104	DS0013	Paul Wood Residence	12045 89th PI NE
105	DS0014	Kevin Osmulski Residence	12033 89th PI NE
106	DS0015	James Thomas Residence	12029 89th PI NE
107	DS0016	Joseph Villa Residence	12017 89th PI NE
108	DS0017	Radharkrishnan Residence	12013 89th PI NE
109	DS0018	Paulo & Sharman Sosa Residence	12001 89th PI NE
110	DS0020	Joel Attri Residence	12037 89th PI NE
111	DS0021	John Bair Residence	12025 89th PI NE
112	DS0022	Lawrence Sanchez Residence	12021 89th PI NE
113	DS0023	Graham Naeseth Residence	12009 89th PI NE
114	DS0024	Camille Spitaleri Residence	12005 89th PI NE
115	D98375	Big Finn Hill Park (W pond)	NE 138th St & 84th Ave NE
116	D98376	Big Finn Hill Park (E ballfield pond)	NE 138th St & 84th Ave NE
117	D98377	Big Finn Hill Park (E swale)	NE 138th St & 84th Ave NE
118	D98407	Willows 124 Building	12413 Willows Rd NE
119	DS0032	89th PI NE Shared Bioswale	12001-12045 89th PI NE
120	DS0033	Shared Tract N (tank/conveyance)	12037-12045 89th PI NE
121	DS0034	Shared Tract O (tank/conveyance)	12017-12025 89th PI NE
122	DS0035	Shared Tract P (tank/conveyance)	12001-12009 89th PI NE
123	D98420	Chadwick Farms Townhomes	14005 84th Ave NE
124	DS0027	Dreyfoos Residence	11838 89th PI NE
125	D98490	Valley View Corporate Center	13905 NE 128th St
126	D98498	LDS Church of Kirkland	7910 NE 132nd St
127	D98501	Kids R Special Day Care	13842 100th Ave NE
128	D98551	Villa Juanita Townhomes	14335 Simonds Rd NE
129	D98689	Kingsgate Safeway Store #526	14452 124th Ave NE
130	D98879	Juanita Gas Station	12206 Juanita Dr NE
131	D98887	Kirkland Villas	13356 NE 134th PI
132	D98697	Safeway Store #2734 (Kirkland)	10020 NE 137th St
133	D98860	Sinclair Condominiums	7741 NE 122nd Ln
134	D98861	Sinclair Condominiums	7791 NE 122nd Ln
135	DT0057	132nd Ave NE Tank	13116 132nd Ave NE

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136	DT0052	Cascade Ridge road facility	13201 136th Ave NE
137	DT0054	Pond @ Instersection	12600 132nd Ave NE
138	DT0055	Northern WQ Vault	12500 132nd Ave NE
139	DT0056	Southern WQ Vault	12505 132nd Ave NE
140	DT0061	D1-005 Timberwood Drainage Repair	9717 NE 140th St
141	DT0067	D1-002	14449 100th Ave NE
142	DT0069	D1-008	13810 Juanita Woodinville Way NE
143	D98795	Money Saver Mini Storage	12707 141st Ave NE
144	D98870	Juanita Place Retail	13325 100th Ave NE
145	D98863	The Crest at Juanita	12008 89th PI NE
146	D98902	Juanita Townhomes	13203 101st Ln NE
147	DT0078	Valley View Corporate Center R/W	13906 NE 128th St
148	D98924	McDonalds at Juanita	13636 100th Ave NE
149	D98914	Waste Management	13225 NE 126th PI
150	D96028	Kingsgate Convenience Center	14340 124th NE
151	D96113	Juanita Row Shopping Center	13510 100th Ave NE
152	D96115	Four-Plex	13317 100th Ave NE
153	D96127	Wild Glen Condos	NE 145th St & 100th Ave NE
154	D96128	Wild Glen Condos	NE 145th St & 100th Ave NE

Exhibit F—Park and Greenbelt Properties

PARK PROPERTIES LEGAL DESCRIPTIONS

Windsor Vista Park

(Parcel ID #947710-1350)

Tract “A”, Windsor Vista #2 as per plat recorded in Vol. 83 of Plats, pages 76 thru 78, records of King County.

Together with,

(Parcel ID #947720-0640)

Lot 64, Windsor Vista #3, as per plat recorded in Vol. 86 of Plats, pages 7 and 8, records of King County.

Kingsgate Park

(Parcel ID #202605-9004)

The east 330 feet of the south $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 20, Township 26 north, Range 5 east, W.M.; except county road.

Together with,

That portion of the south $\frac{1}{2}$ of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 20, Township 26 north, Range 5 east, lying easterly of Secondary State Highway #2A; except the east 330 feet and except the south 30 feet for road; and except that portion conveyed to State of Washington for Primary State Highway #1 by deed filed under Auditor’s File #6071550; situate in the County of King, State of Washington.

Subject to:

Relinquishment of right of access to State Highway and of light, view and air as recorded under Auditor’s File #4696944. Relinquishment of right of access to State Highway and of light, view and air as recorded under Auditor’s File #6071550.

Edith Moulton Park

(Parcel ID #202605-9027)

The northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 20, Township 26 north, Range 5 east, W.M. in King County, State of Washington, except the west 412.53 feet of the north 280 feet thereof and except the north 30 feet of the remainder as conveyed to King County for road purposes by deed recorded under Auditor’s File #703148.

Subject to:

- a. Release of damages granted to the State of Washington from future claims arising from the operation of pit and quarry site, recorded under Auditor’s File #4998452.
- b. Temporary construction easement and permanent easement for sewer granted to Northeast Lake Washington Sewer District by instruments recorded under Auditor’s File #6210625 and #6210629.

Together with :

The south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 20, Township 26 north, Range 5 east, W.M. in King County, State of Washington.

Together with:

(Parcel ID #202605-9186)

That portion of Lot 1 of Short Plat #579115, under King County recording #7911130991, lying easterly of Juanita Creek; situate in the County of King, State of Washington

132nd Square Park

(Parcel ID #282605-9073)

That portion of the east ½ of the northeast ¼ of the northeast ¼ of Section 28, Township 26 north, Range 5 east, W.M., in King County, Washington, described as follows: Beginning at the northeast corner of said subdivision; thence south along the east line thereof 812 feet; thence west parallel with the north line thereof to a point on the west line thereof, which is 812 feet south of said north line; thence north along the said west line 458 feet to a point 354 feet south of the said north line; thence east parallel with the said north line to a point 405 feet west of the east line thereof; thence north parallel with said east line 354 ft to the said north line; thence east along the said north line 405 feet to the point of beginning; except the north 30 feet and east 30 feet for roads. Subject to provisions contained in that certain agreement for Intergovernmental Disposition of property between the parties herein dated March 12, 1980.

Juanita Heights Park

(Parcel #919410-0155)

Lots 1 through 24, inclusive, Block 7; and Lots 1 through 6, inclusive, and Lots 21 through 24, inclusive, Block 8, Waterfront Addition to Kirkland, according to the plat thereof recorded in Volume 6 of Plats, page 92, in King County, Washington; Together with that portion of 90th Avenue Northeast as vacated by City of Kirkland Ordinance No. 7161, recorded under Recording Numbers 8505010681 and 20020415002221; And Together with that portion of the Easterly half of Olympic Street (89th Place Northeast) as vacated by operation of law and confirmed by King County Superior Court Cause No. 05-2-41103-1SEA and recorded under Recording No. 20060825001209.

Greenbelt Properties and Open Space Properties with Legal Descriptions

- | | |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Tax Parcel # | 111900-0270 |
| Physical location: | NE 131 Way / adj to 302605-9269 / 0.37 acre |
| Designation: | Open Space and Recreation |
| Deed: | SWD #6587319 / 08-25-69 / restrictive language on use |
| Restriction: | “By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said |

property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:

Tract "A" Plat of Broadridge, recorded in Vol. 91 of Plats on Pg. 37 in records of King County, Washington.

2.. Tax Parcel # **111900-0280**
Physical location: NE 131 Way X 94th Ave NE / 1.15 acres
Designation: Open Space and Recreation
Deed: SWD #6587319 / 08-25-69 / restrictive language on use
Restriction: "By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:

Tract "B" Plat of Broadridge, recorded in Vol. 91 of Plats on Pg. 37 in records of King County, Washington.

3.. Tax Parcel # **172750-0450**
Physical location: 94th Ave NE X NE 132nd Pl / 0.55 acre
Designation: Open Space and Recreation
Deed: SWD #7111110-0464 / 11-10-1971 / restrictive language on use
Restriction: "By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:

Tract “A” Plat of Compton Heights Addition, recorded in Vol. 93 of Plats on Pg. 80 in records of King County, Washington.

4.. Tax Parcel # **212540-0320**
Physical location: 97th Ave NE X NE 141st PL / 1.61 acres
Designation: Open Space on face of plat
Deed: no
Legal Description:
Tract “E” Plat of Dunmore Division 1, recorded in Vol. 119 of Plats on Pg. 49 in records of King County, Washington.

5. Tax Parcel # **212541-0320**
Physical location: NE 141st Pl X 97th Ave NE / 0.81 acre
Designation: Open Space and Recreation by deed
Deed: No DEED. Dedicated to KC upon recording of plat
Restriction: Open Area as designated by plat.
Legal Description:
Tract “G” Plat of Dunmore Division #2, recorded in Vol. 121 of Plats on Pg. 82 in records of King County, Washington.

6. Tax Parcel # **254080-0420**
Physical location: 134xx 76th Pl NE / 0.68 acres
Designation: Permanent open space by plat
Deed: No Deed. General dedication to the public.
Restriction: open space designated by plat
Legal Description:
Tract “A” Plat of Finn Creek Addition recorded in Vol. 103 of Plats on Pg. 8 in records of King County, Washington.

7. Tax Parcel # **254080-0430**
Physical location: 133xx 79th Pl NE / 0.06 acres
Designation: Pedestrian walkway by plat
Deed: No Deed. General dedication to the public
Restriction: walkway by plat
Legal Description:
Tract “B” Plat of Finn Creek Addition recorded in Vol. 103 of Plats on Pg. 8 in records of King County, Washington.

8.. Tax Parcel # **255861-0390**

Physical location: 126xx NE 136th St / 0.44 acre

Deed: SWD #730710-0461 / restrictive language on use
Restriction: “By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:
Tract “A” Plat of Firloch #2, recorded in Vol. 95 of Plats on Pg.12 in records of King County, Washington.

9.. Tax Parcel # **255869-0280**
Physical location: 127xx NE 135th St / 6.24 acres
Designation: permanent open space by plat
Deed: SWD #770614-0931
Legal Description:
Tract “A” Plat of Firloch #10, recorded in Vol. 101 of Plats on Pg.30-31 in records of King County, Washington.

10. Tax Parcel # **255864-0370**
Physical location: 135xx 127th Ave NE / 2.83 acres
Designation: ???
Deed: No Deed. General dedication to the public
Legal Description:
Tract “B” Plat of Firloch No. 5, recorded in Vol. 95 of Plats on Pg. 65 in records of King County, Washington.

11.. Tax Parcel # **255865-0320**
Physical location: 129th PI NE X NE 135th St / 0.04 acre

Deed: SWD #750415-0428// restrictive language on deed
Restriction: “By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only.

King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:

Tract "A" Plat of Firloch NO. 6, recorded in Vol. 96 of Plats on Pg. 33 in records of King County, Washington.

12.. Tax Parcel # **289570-0160**
Physical location: 10844 NE 135th Pl / 0.03 acre
Designation: Pedestrian walkway by plat
Deed: No Deed. Plat dedication.

Legal Description:

Tract "A" Plat of Greenbrae, recorded in Vol. 107 of Plats on Pg. 62 in records of King County, Washington.

13.. Tax Parcel # **326102-0380**
Physical location: 83rd Pl NE X 85th Ave NE / 1.87 acre
Designation: ???
Deed: No Deed. Dedicated to KC upon recording of plat.

Legal Description:

Tract "A" Plat of Hermosa Vista NO. 3, recorded in Vol. 105 of Plats on Pg. 9 in records of King County, Washington.

14. Tax Parcel # **327574-0240**
Physical location: 79th PL NE X NE 130th St / 0.96 acre
Designation: Open Space and Recreation
Deed: SWD #760302-0528 / restrictive language on use
Restriction: "By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and

preservation of public health, safety, morals and general welfare.

Legal Description:

Tract "A" Plat of Hidden Crest Div. 2, recorded in Vol. 97 of Plats on Pg. 72 in records of King County, Washington.

15. Tax Parcel #	375450-0950
Physical location:	89 th Ave NE X NE 118 th PL / 1.60 acres
Deed:	SWD #830824-1055 / restrictive language on use
Restriction:	"The property shall be maintained as an undeveloped open-space or green-belt concept and the existing trees and groundcover should not be disturbed or developed, but left as a natural preserve, and no development by clearing or platting will be allowed; provided that the property can be used as a part of a county trail system that would maintain the open-space concept. Uses not allowed are pumping stations, maintenance shops and similar uses inconsistent with the open- space or green-belt concept of property."

Legal Description:

Lots 1 thru 13, inclusive, Lots 15 and 16, Lots 18 thru 24, inclusive, and Lots 27 thru 29, inclusive, all in Block 8, Juanita Beach Camps, recorded in Vol. 32 of Plats on Pg. 25 in records of King County, Washington.

16. Tax Parcel #	542250-0240
Physical location:	93 rd Ave NE X NE 138th Pl / 0.44 acre
Designation:	???
Deed:	No Deed. General plat dedication to the public

Legal Description:

Tract "A" Plat of Meadowood, recorded in Vol. 94 of Plats on Pg. 74 - 75 in records of King County, Washington.

17.. Tax Parcel #	661991-0290
Physical location:	89 th PL NE & NE 127 th PL / 0.66 acre
Designation:	???
Deed:	SWD #830411-0817

Legal Description:

Tract "A" Plat of Panorama Estates NO. 2, recorded in Vol. 96 of Plats on Pg. 93 in records of King County, Washington.
TOGETHER WITH an easement for purposes of ingress, egress, drainage and utilities, over, under, through and across that portion of the SE quarter of the NW quarter of said

section 30 embraced within a strip of land 25.00 ft in width, being more particularly described as follows:

Commencing at the west quarter corner of said section, thence S 87-43-44 E along the east-west centerline of said section 1824.42 ft; thence N 02-40-17 E 1179.70 ft; thence S 87-10-59 E 144.00 ft to the point of beginning of the easement herein described; thence S 02-40-17 W 25.00 ft; thence S 87-10-59 E 100.00 ft; thence N 02-40-17 E 25.00 ft; thence N 87-10-59 W 100.00 ft to the point of beginning.

-
18. Tax Parcel # **701600-0720**
Physical location: NE 153rd St X 117th AVE NE/ 0.02 acre
Designation: Plat did not specify
Deed: No Deed
- Legal Description:
Tract "B" Plat of Queensgate NO. 1, recorded in Vol. 83 of Plats on Pg. 71-72 in records of King County, Washington.
-
19. Tax Parcel # **701610-0600**
Physical location: 119th Ave NE X NE 155th St / 2.20 acres
Designation: Plat did not specify
Deed: No Deed.
- Legal Description:
Tract "B" Plat of Queensgate NO. 2, recorded in Vol. 86 of Plats on Pg. 32-33 in records of King County, Washington.
-
20. Tax Parcel # **701630-0061**
Physical location: 116th PL NE X NE 155th St / 0.05 acre
Designation: Plat did not specify
Deed: No Deed.
- Legal Description:
Tract "B" Plat of Queensgate NO. 4, recorded in Vol. 88 of Plats on Pg. 86 in records of King County, Washington.
-
- 21.. Tax Parcel # **790537-0640**
Physical location: 98xx NE 133rd PL / 0.02 acre
Designation: walkway
Deed: SWD #6525135 (04-01-69) /QCD #750917-0438 / restrictive language on use
Restriction: "By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. . The County may, however, place improvements and

impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:

Tract "D" Plat of Sparkman & Mclean NO. 3 Div. NO. 1, recorded in Vol. 89 of Plats on Pg. 71-73 in records of King County, Washington.

22.. Tax Parcel # **790537-0650**
Physical location: NE 134th ST. & 96th Ave NE / 0.02 acre
Designation: walkway
Deed: SWD #6525135 (04-01-69) /QCD #750917-0438 / restrictive language on use
Restriction: "By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. . The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:

Tract "E" Plat of Sparkman & Mclean NO. 3 Div. NO. 1, recorded in Vol. 89 of Plats on Pg. 71-73 in records of King County, Washington.

23.. Tax Parcel # **790537-0660**
Physical location: 97xx NE 134th PL / 0.03 acre
Designation: walkway
Deed: SWD #6525135 (04-01-69) /QCD #750917-0438 / restrictive language on use
Restriction: "By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. . The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:

Tract "F" Plat of Sparkman & Mclean NO. 3 Div. NO. 1, recorded in Vol. 89 of Plats on Pg. 71-73 in records of King County, Washington.

24.. Tax Parcel # **790537-0670**
Physical location: 98xx NE 135th PL / 0.04 acre
Designation: walkway

Deed: SWD #6525135 (04-01-69) /QCD #750917-0438 /
restrictive language on use

Restriction: “By acceptance of this deed the County of King covenants
and agrees that the use of subject property shall be
restricted to open space and recreational purposes only. .
The County may, however, place improvements and
impose such regulations on said property as is consistent
with the proper maintenance and preservation of public
health, safety, morals and general welfare.

Legal Description:
Tract “G” Plat of Sparkman & Mclean NO. 3 Div. NO. 1, recorded in Vol. 89 of Plats
on Pg. 71-73 in records of King County, Washington.

25.. Tax Parcel # **790538-0920**

Physical location: NE 136th & 96th Ave NE / 3.76 acres

Designation: ???

Deed: SWD #6525135 (04-01-69) /QCD #750917-0438 /
restrictive language on use

Restriction: “By acceptance of this deed the County of King covenants
and agrees that the use of subject property shall be
restricted to open space and recreational purposes only. .
The County may, however, place improvements and
impose such regulations on said property as is consistent
with the proper maintenance and preservation of public
health, safety, morals and general welfare.

Legal Description:
Tract “H” Plat of Sparkman & Mclean NO. 3 Div. NO. 2, recorded in Vol. 89 of Plats
on Pg. 63-65 in records of King County, Washington.

26.. Tax Parcel # **790538-0930**

Physical location: 95th Ave NE & NE 135th Ln / 0.55 acre

Designation: ???

Deed: SWD #6525135 (04-01-69) /QCD #750917-0438 /
restrictive language on use

Restriction: “By acceptance of this deed the County of King covenants
and agrees that the use of subject property shall be
restricted to open space and recreational purposes only. .
The County may, however, place improvements and
impose such regulations on said property as is consistent
with the proper maintenance and preservation of public
health, safety, morals and general welfare.

Legal Description:
Tract “I” Plat of Sparkman & Mclean NO. 3 Div. NO. 2, recorded in Vol. 89 of Plats
on Pg. 63-65 in records of King County, Washington.

27.. Tax Parcel # **790538-0940**
Physical location: 94th Ave NE & NE 134th St / 1.05 acres
Designation: ???
Deed: SWD #6525135 (04-01-69) /QCD #750917-0438 /
restrictive language on use
Restriction: “By acceptance of this deed the County of King covenants
and agrees that the use of subject property shall be
restricted to open space and recreational purposes only. .
The County may, however, place improvements and
impose such regulations on said property as is consistent
with the proper maintenance and preservation of public
health, safety, morals and general welfare.

Legal Description:
Tract “J” Plat of Sparkman & Mclean NO. 3 Div. NO. 2, recorded in Vol. 89 of Plats
on Pg. 63-65 in records of King County, Washington.

28.. Tax Parcel # **790539-0470**
Physical location: 97th Ave NE x NE 137th St / 1.45 acres
Designation: ???
Deed: SWD #6525135 (04-01-69) restrictive language on use
/QCD #750917-0439
Restriction: “By acceptance of this deed the County of King covenants
and agrees that the use of subject property shall be
restricted to open space and recreational purposes only. .
The County may, however, place improvements and
impose such regulations on said property as is consistent
with the proper maintenance and preservation of public
health, safety, morals and general welfare.

Legal Description:
Tract “k” Plat of Sparkman & Mclean NO. 3 Div. NO. 3, recorded in Vol. 89 of Plats
on Pg. 66-68 in records of King County, Washington

29.. Tax Parcel # **790539-0490**
Physical location: 97th Ave NE x NE 137th St / 0.04 acre
Designation: walkway
Deed: SWD #6525135 (04-01-69)/ QCD #750917-0438 /
restrictive language on use
Restriction: “By acceptance of this deed the County of King covenants
and agrees that the use of subject property shall be
restricted to open space and recreational purposes only. .

The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:

Tract "M" Plat of Sparkman & Mclean NO. 3 Div. NO. 3, recorded in Vol. 89 of Plats on Pg. 66-68 in records of King County, Washington

30.. Tax Parcel #	790539-0480
Physical location:	NE 136 th St. x 95 th Ave NE / 4.85 acres
Designation:	???
Deed:	SWD #6525135 (04-01-69)/ QCD #750917-0438 / restrictive language on use
Restriction:	"By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. . The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.
Permit:	Special Use Permits / # S-133-09 expiring 05-10-2014 #S-9-09 expiring 03-05-2014 / #S-202-8 expiring 03-17-2014

Legal Description:

Tract "L" Plat of Sparkman & Mclean NO. 3 Div. NO. 3, recorded in Vol. 89 of Plats on Pg. 66-68 in records of King County, Washington

31.. Tax Parcel #	795506-0320
Physical location:	NE 144 th ST x 107 th PI NE / 0.74 acre
Designation:	???
Deed:	SWD #730710-0460 / restrictive language
Restriction:	"By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:
Tract "A" Plat of Stafford Hansell NO.9, recorded in Vol. 95 of Plats on Pg. 55 in records of King County, Washington

32.. INTENTIONALLY DELETED

33.. Tax Parcel # **865172-0520**
Physical location: 96th Ave NE / 8.00 acres
Designation: Open Space
Deed: No Deed. By plat dedication.

Legal Description:
Tract "A" Plat of Timberwood NO. 3 recorded in Vol. 105 of Plats on Pg. 10-11 in records of King County, Washington.

34.. Tax Parcel # **865173-0590**
Physical location: NE 143rd ST x 93rd Ct NE / 1.54 acres
Designation: Open Space
Deed: No Deed. By plat dedication.

Legal Description:
Tract "A" Plat of Timberwood NO. 4 recorded in Vol. 108 of Plats on Pg. 66-67 in records of King County, Washington.

35.. Tax Parcel # **865170-0540**
Physical location: 94th Ave NE & NE 139th St / 2.62 arces
Designation: Open Space
Deed: SWD #750415-0426 / restrictive language
Restriction: "By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:

Tract "A" Plat of Timberwood recorded in Vol. 97 of Plats on Pg. 70-71 in records of King County, Washington

36.. Tax Parcel # **865170-0550**
Physical location: 94th Ave NE x NE 139th St / 1.83 arces
Designation: Open Space
Deed: SWD #750415-0426 / restrictive language
Restriction: "By acceptance of this deed the County of King covenants and agrees that the use of subject property shall be restricted to open space and recreational purposes only. King County further covenants and agrees that King County will not use, nor will King County authorize the use of subject property for any use except open space and recreational uses. The County may, however, place improvements and impose such regulations on said property as is consistent with the proper maintenance and preservation of public health, safety, morals and general welfare.

Legal Description:
Tract "B" Plat of Timberwood recorded in Vol. 97 of Plats on Pg. 70-71 in records of King County, Washington

37.. Tax Parcel # **952700-0610**
Physical location: NE 122nd PL x NE 123rd St / 0.77 acre
Designation: Open Space designated by plat
Deed: QCD #880705-0434
Legal Description:
Tract "B" Plat of Woodlane recorded in Vol. 98 of Plats on Pg. 43-46 in records of King County, Washington

38. Tax Parcel # **321160-0910**
Physical location: NE 141st ST X 105th Ave NE / 1.00 acre
Designation: Open Space by deed
Deed: SWD #6551161 / Mar 1969
Legal Description:
Tract "A" Plat of Heatherwood, recorded in Vol. 87 of Plats on Pg. 36 in records of King County, Washington.

39.. Tax Parcel # **357811-0350**

Physical location: NE 142nd CT X 90th Ave NE / 5558 sq. ft.
Designation: Open Space / drainage
Deed: No / Dedication by plat

Legal Description:
Tract "A" Plat of Inglewood East Div. #2, recorded in Vol. 121 of Plats on Pg. 28-29
in records of King County, Washington.

40.. Tax Parcel # **357811-0370**
Physical location: NE 142nd CT X 90th Ave NE / 8843 sq. ft.
Designation: Open Space
Deed: No / Dedication by plat

Legal Description:
Tract "C" Plat of Inglewood East Div. #2, recorded in Vol. 121 of Plats on Pg. 28-29
in records of King County, Washington.

41.. Tax Parcel # **254085-0390**
Physical location: NE 127TH St X 87th Ct. NE / 18886 sq. ft.
Designation: Open Space
Deed: No / Dedication by plat

Legal Description:
Tract "B" Plat of Finn Hill Crest, recorded in Vol. 115 of Plats on Pg. 16-17 in records
of King County, Washington.

42.. Tax Parcel # **192605-9203**
Physical location: 92nd Ave NE X Simonds Rd NE / 8.10 AC
Designation: Open Area
Deed: No / Dedication by short plat

Legal Description:
Tract "A" Plat of King County Short Plat #1280040 with recording number #810408-
0288 in records of King County, Washington.

END OF LIST

EXHIBIT G—Personal Property to be conveyed with Parks Properties

PARK	FACILITIES	EQUIPMENT
132ND Square	2 BB fields, 1 soccer, open play field, parking, 2 picnic areas, play equipment, restroom	4 bleachers (3-tiered), 2 soccer goals (regulation size), 9 plastic garbage cans, 2 mutt-mitt dog bag dispensers, 3 wood picnic tables, 1 metal picnic table, signs
Edith Moulton	trails, picnic shelter w/stationary picnic table, parking lot undeveloped, rustic	3 plastic garbage cans, signs
Juanita Heights	trails	sign
Kingsgate Park	rustic trail, bridge	2 metal garbage cans, signs
Windsor Vista Park	undeveloped	signs