Clerk's
Receiving No. 1945
Date: 06/24/2013
Reference: C-13-1011 / R-13-895
City Clerk: B Barney
Deputy

INTERGOVERNMENTAL PROPERTY TRANSFER AGREEMENT BETWEEN THE CITY OF MAPLE VALLEY AND KING COUNTY, RELATING TO THE MAPLE RIDGE HIGHLANDS ANNEXATION AREA

THIS AGREEMENT is made and entered into by and between the City of Maple Valley, a municipal corporation and non-charter code city with a council-manager form of government organized pursuant to RCW ch. 35A ("City"), and King County, a home rule charter county and political subdivision of the State of Washington ("County"). Together, the City and the County are referred to herein as the "Parties."

WHEREAS, effective July 29, 2009, and consistent with City Ordinance O-09-388 and County Ordinance No. 16669, the City annexed the Maple Ridge Highlands Annexation Area (the "Annexation Area") illustrated in **Exhibit A** to this Agreement; and

WHEREAS, the City and the County want to ensure a smooth transfer of ownership and maintenance of existing surface water facilities and related property interests in, adjacent to, and associated with the Annexation Area following the completion of all work by the developer of Maple Ridge Highlands for which the County and/or the City were the Obligee on certain performance bonds; and

WHEREAS, in 1997 the City and the County entered into a contract for the provision of storm water services and the transfer of drainage facilities within annexation areas, authorized by County motion No. 10281 and City ordinance No. O-97-22, and identified by the City as contract No. C-97-21 ("the 1997 Agreement"); and

WHEREAS, Section VII.C.1 of the 1997 Agreement states that drainage facilities located in areas to be annexed to the City shall be transferred to the City; and

WHEREAS, regarding those certain drainage facilities located within and adjacent to the Annexation Area, the City and the County intend this Agreement to implement the existing authority set forth in the 1997 Agreement; and

WHEREAS, several tracts and parcels within and adjoining the Annexation Area, described more fully in **Exhibit B** to this Agreement, were dedicated to the County as a condition of the Maple Ridge Highlands development, and serve as integral components of the stormwater management system for the Annexation Area (together with those certain drainage facilities located within and adjoining the Annexation Area, the "Drainage Tracts"); and

WHEREAS the County is legally restricted from converting the Drainage Tracts from their current uses without expending funds to replace the converted facilities; and

WHEREAS given the legal restriction regarding conversion of the Drainage Tracts (the "Properties" as described in **Exhibit B**), the marketability of the Properties is limited and, as a result, the cost of operating the Properties is approximately equal to the value of the Properties to the County; and

WHEREAS, upon the effective date of annexation by the City of the Annexation Area, the stormwater utility fees for the Annexation Area were collected by the City; and

WHEREAS, in 2008, the County entered into an "Agreement Regarding Maintenance and Repair of Curbs and Sidewalks Maple Ridge Highlands Development" ("2008 Agreement") with the developer of the Maple Ridge Highland subdivision, and collected money from the developer for the repair of sidewalks, curb defects, and certain inspections; and

WHEREAS, the City is the legal successor to the County under the terms of the 2008 Agreement; and

WHEREAS, the County agrees to transfer all monies in its possession that it has on account from the 2008 Agreement and payment from the developer;

WHEREAS it is in the best interest of the public that the City and the County take those actions necessary to insure a smooth transition and avoid service disruption in the transfer of the Properties;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to RCW 36.89.050, RCW Chapter 39.34, and other authorities, the City and the County agree as follows:

1. Conveyance of Title

1.1 Timely following execution of this Agreement by the County and the City, the County shall convey to the City by quitclaim deed, and the City shall accept, all of the County's ownership interest in the Properties, described more fully in **Exhibit B**, attached hereto and incorporated herein by reference, which conveyance and acceptance shall be subject to all rights, conditions, covenants, obligations, limitations, plat conditions, and other reservations of record for such property interests. The City agrees to abide by and enforce all rights, conditions, covenants, obligations, limitations, plat conditions, and other reservations of record for the Properties.

1.2 The deeds for the Drainage Tracts shall contain the following covenants relating to the Drainage Tracts:

"The City covenants, agrees, and obligates itself to abide by all rights, conditions, covenants, obligations, limitations, plat conditions, and other reservations or restrictions of record that may apply to the Drainage Tracts.

The City covenants that it shall place the preceding covenant in any deed transferring or conveying the Drainage Tracts or transferring or conveying any portion of the Drainage Tracts."

1.5 The deeds for the Properties shall be substantially in the form of **Exhibits C-1 and C-2** to this Agreement.

2. Condition of and Responsibility for Operations, Maintenance, Repairs, and Improvements of Drainage Tracts

2.1 The City has had the opportunity to inspect the Drainage Tracts before accepting ownership. The County will make its records concerning the Drainage Tracts available to the City. County personnel most knowledgeable about the Drainage Tracts has jointly inspected the Drainage Tracts with City personnel and has provided the City with records regarding the status of maintenance of such facilities, and has pointed out known conditions, including any defects or problems, if any, with the Drainage Tracts. The City agrees to accept the Drainage Tracts in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Drainage Tracts as of the effective date of this Agreement.

2.2 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 Tracts; and no official, employee, representative or agent of King County is authorized otherwise.

2.3 The City acknowledges and agrees that except as indicated in Section 4.2 of this Agreement, 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 Tracts as of the effective date of this Agreement.

3. Existing Restrictions, Agreements, Contracts or Permits; Form of Deed

3.1 As of the effective date of this Agreement, the City shall abide by and enforce all plat dedications, terms, conditions, reservations, restrictions and covenants of title relating to the Properties.

3.2 Both the County and the City agree that the City is the legal successor to the County under the 2008 Agreement. The County shall transfer all monies on account under the 2008 Agreement to the City within fourteen days of the

effective date of this Agreement. The City shall abide by all terms and conditions of the 2008 Agreement and shall use the money transferred to the City only for the purposes set forth in the 2008 Agreement.

4.0 Environmental Liability related to the Properties

4.1 "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.

4.2 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 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 Properties.

4.3 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.

4.4 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.

4.5 The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

5.0 Indemnification related to the Properties

5.1 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 Properties that occurred prior to the effective date of conveyance and this Agreement, whichever is later, except to the extent that indemnifying or holding the City harmless would be limited by Section 4.2 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.

5.2 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 Properties that occur on or after the effective date of conveyance and this Agreement, whichever is later, except to the extent that indemnifying or holding the County harmless would be limited by Section 4.2 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.

5.3 For purposes of this Article 5, the effective date of conveyance shall be the date upon which the deeds to the Properties are recorded by the King County Recorder's Office.

5.4 For a period of three (3) years following conveyance, 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 Properties.

5.5 Each Party to this Agreement agrees that its obligations under this Article 5 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. The Parties agree that this waiver was expressly and specifically negotiated by them.

5.6 The provisions of this Article 5 shall survive the expiration or termination of this Agreement.

6.0 Administration and Contact Persons

6.1 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 Maple Valley:

City Manager
City of Maple Valley
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038
(425) 413-8800

King County:

Director, Office of Performance, Strategy and Budget
King County
King County Chinook Building
401 5th Avenue, Suite 800
Seattle, WA 98104
(206) 296-4040

7.0 Compliance with Laws

7.1 Each Party shall comply with federal, state, and local laws and regulations. Specifically, in meeting the commitments encompassed in this Agreement, the 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 state statutes relating to annexation.

7.2 The Parties each retain authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the Parties do not purport to abrogate the police powers or decision-making responsibilities vested in them by law.

8.0 General Provisions

8.1 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.

8.2 Filing. Pursuant to RCW 39.34.040, a copy of this Agreement shall be filed with the Maple Valley City Clerk, recorded with the King County Auditor, or made available on the City or County web sites, in the sole discretion of the Parties.

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

8.4 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.

8.5 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.

8.6 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.

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

8.8 Dispute Resolution. If agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement, then the Parties will attempt to use an informal dispute resolution process, such as mediation through an agreed-upon mediator and process. All costs for mediation or other informal dispute resolution services shall be divided equally between the Parties (County - 50%; City - 50%). Each Party shall be responsible for the costs of their own legal representation.

8.9 Attorney Fees. In the event that 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 attorney fees, costs and expenses

8.10 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.

8.11 Applicable Law; Venue. Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any mediation, arbitration, or litigation arising out of this Agreement. Any litigation shall be brought in Washington State Superior Court in and for King County, Washington.

8.12 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.

8.13 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 6. 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 6. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

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

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

8.16 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.

8.17 Exhibits. The following exhibits are incorporated into this Agreement by this reference as if fully set forth herein:

A. Illustration of Annexation Area

B Legal Description of Drainage Tracts

C-1 Form of Deed for Drainage Tracts Within Annexation Area

C-2 Form of Deed for Drainage Tracts Adjacent to Annexation Area

8.18 Duration and Authority; Order of Precedence. This Agreement shall be effective upon the later date of the signature of either Party. The terms, covenants, representations and warranties contained herein shall not merge into any deed of conveyance, but shall survive the conveyance and shall continue in force unless both Parties mutually consent in writing to termination. If there is any conflict between this Agreement and the deeds conveying the Properties, then the deeds shall control.

SIGNATURE BLOCKS APPEAR ON NEXT PAGE

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF MAPLE VALLEY

David W. Johnston, City Manager
Date: 5/22/2013

ATTEST:

Shaunna Lee Rice, City Clerk

Approved as to Form:

Patricia Taraday, City Attorney

KING COUNTY

By Marie Isaacson for Bob Burns
Department Director
Department of Natural Resources & Parks
Date: 6-7-13

By
Department Director
Department of Transportation
Date:

Approved as to Form:

By
Deputy Prosecuting Attorney

By
Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

KING COUNTY NOTARY BLOCK

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 18th day of June, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Bob Burns, to me known to be the individual described in and who executed the forgoing instrument on behalf of KING COUNTY, and acknowledged to me that he signed and sealed the said instrument as the free and voluntary act and deed of said COUNTY for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

CHRISTINE R. ZANASSI
COMMISSION EXPIRES
NOTARY
PUBLIC
09-14-2013
STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Kirkland, WA
City and State

My appointment expires 9/14/13

CITY OF MAPLE VALLEY NOTARY BLOCK

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 22nd day of May, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David W. Johnston, to me known to be the individual described in and who executed the forgoing instrument on behalf of THE CITY OF MAPLE VALLEY, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed of said CITY for the uses and purposed therein mentioned.

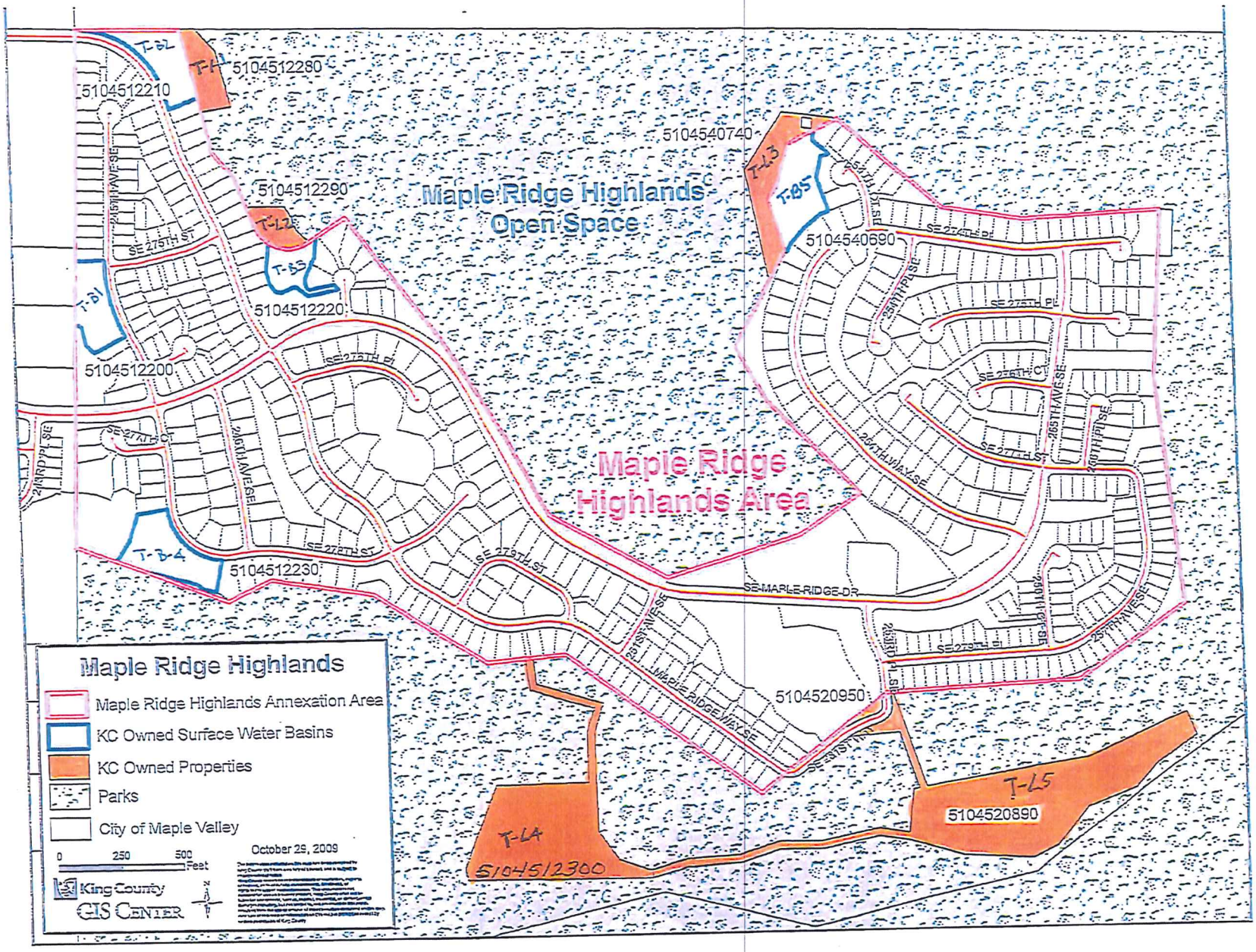
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

BONNIE GILLEN BARNEY
COMMISSION EXPIRES
NOTARY
PUBLIC
5-09-16
STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Kent, WA
City and State

My appointment expires 05/09/2016

EXHIBIT A



Maple Ridge Highlands Open Space
Maple Ridge Highlands Area
5104512280
5104512210
5104512290
5104512220
5104512200
5104512230
5104540740
5104540690
5104520950
5104520890
5104512300
T-B2
T-L1
T-L2
T-B3
T-B1
T-B4
T-L3
T-B5
T-L4
T-L5
SE 275TH ST
SE 276TH PL
SE 278TH ST
SE 279TH ST
SE MAPLE RIDGE DR
MAPLE RIDGE WAY SE
SE 274TH PL
SE 275TH PL
SE 276TH CT
SE 277TH ST
SE 279TH PL
Maple Ridge Highlands
Maple Ridge Highlands Annexation Area
KC Owned Surface Water Basins
KC Owned Properties
Parks
City of Maple Valley
0 250 500 Feet
October 29, 2009
King County
GIS Center

Exhibit B
Property Description

Drainage Tracts Transferring to the City of Maple Valley

1. Drainage Tracts Within the Maple Highlands Annexation Area

MAPLE RIDGE HIGHLANDS, TRACT B1, as recorded in Volume 204 of Plats, page 12, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2200)

MAPLE RIDGE HIGHLANDS, TRACT B2, as recorded in Volume 204 of Plats, page 13, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2210)

MAPLE RIDGE HIGHLANDS, TRACT B3, as recorded in Volume 204 of Plats, page 14, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2220)

MAPLE RIDGE HIGHLANDS, TRACT B4, as recorded in Volume 204 of Plats, page 16, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2230)

MAPLE RIDGE HIGHLANDS DIVISION 4, TRACT B5, as recorded in Volume 226 of Plats, page 041, recording number 20050125000251, records of King County, Washington (Tax Account #510454-0690)

2. Drainage Tracts Adjacent to the Maple Highlands Annexation Area

MAPLE RIDGE HIGHLANDS, TRACT L1, as recorded in Volume 204 of Plats, page 13, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2280)

MAPLE RIDGE HIGHLANDS, TRACT L2, as recorded in Volume 204 of Plats, page 14, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2290)

MAPLE RIDGE HIGHLANDS, TRACT L4, as recorded in Volume 204 of Plats, page 10, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2300)

MAPLE RIDGE HIGHLANDS DIVISION 2, TRACT L5, as recorded in Volume 208 of Plats, pages 4-15, recording number 20020820001470, records of King County, Washington (Tax Account #510452-0890)

MAPLE RIDGE HIGHLANDS DIVISION 4, TRACT L3, as recorded in Volume 226 of Plats, page 041, recording number 20050125000251, records of King County, Washington (Tax Account #510454-0740)

EXHIBIT C-1

Form of Quitclaim Deed for Drainage Tracts *Within* Annexation Area

QUIT CLAIM DEED

Grantor: **King County, Washington**
Grantee: **City of Maple Valley**
Legal: **Portions of Sections 23, 25, 26 and 35, All within T22N, R6E**
Tax Acct.: **510451-2200, 510451-2210, 510451-2220, 510451-2230 & 510454-0690**

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, for and in consideration of mutual benefits, receipt of which is hereby acknowledged, pursuant to the *Interlocal Agreement between King County and the City of Maple Valley for the Provision of Surface Water Related Services and the Transfer of Drainage Facilities*, King County Motion No. 10281, conveys and quit claims unto the Grantee, the CITY OF MAPLE VALLEY, a municipal corporation of the State of Washington ("the City"), those certain real property interests, as legally described in Exhibit A, attached hereto and made a part of this Deed, together with any after-acquired title which the Grantor may acquire ("the Property").

MAPLE RIDGE HIGHLANDS, TRACT B1, as recorded in Volume 204 of Plats, page 12, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2200)

MAPLE RIDGE HIGHLANDS, TRACT B2, as recorded in Volume 204 of Plats, page 13, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2210)

MAPLE RIDGE HIGHLANDS, TRACT B3, as recorded in Volume 204 of Plats, page 14, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2220)

MAPLE RIDGE HIGHLANDS, TRACT B4, as recorded in Volume 204 of Plats, page 16, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2230)

MAPLE RIDGE HIGHLANDS DIVISION 4, TRACT B5, as recorded in Volume 226 of Plats, page 041, recording number 20050125000251, records of King County, Washington (Tax Account #510454-0690)

SUBJECT TO THE FOLLOWING COVENANTS PERTAINING TO USE which is intended to be a running covenant burdening and benefiting the parties, and their successors:

(A) Covenant to Abide by Plat Conditions and Other Restrictions of Record
The City covenants, agrees, and obligates itself to abide by all rights, conditions, covenants, obligations, limitations, plat conditions, and other reservations or restrictions of record that may apply to the Property.

(B) Covenant to Convey Property Interests Subject to Covenant (A)

The City covenants that it shall place the preceding covenant (A) in any deed transferring or conveying the Property, or transferring or conveying any portion of the Property.

GRANTOR
KING COUNTY

BY_____
(Print Name)

TITLE_____

Date_____

Approved as to Form:

_____
Attorney for King County

GRANTEE
CITY OF MAPLE VALLEY

BY_____
(Print Name)

TITLE_____

Date_____

Approved as to Form:

_____
Christy A. Todd, City Attorney

NOTARY BLOCKS APPEAR ON FOLLOWING PAGE

KING COUNTY NOTARY BLOCK

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, to me known to be the individual described in and who executed the forgoing instrument on behalf of KING COUNTY, and acknowledged to me that _____ signed and sealed the said instrument as the free and voluntary act and deed of said COUNTY for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State
My appointment expires _____

CITY OF MAPLE VALLEY NOTARY BLOCK

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual described in and who executed the forgoing instrument on behalf of the CITY OF MAPLE VALLEY, and acknowledged to me that _____ signed and sealed the said instrument as the free and voluntary act and deed of said CITY for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State
My appointment expires _____

EXHIBIT C-2

Form of Quitclaim Deed for Drainage Tracts *Outside* Annexation Area

QUIT CLAIM DEED

Grantor: **King County, Washington**
Grantee: **City of Maple Valley**
Legal: **Por of Sections 23, 25, 26 & 35, All within T22N, R6E**
Tax Acct.: **510452-0950**

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, for and in consideration of mutual benefits, receipt of which is hereby acknowledged, pursuant to the *Intergovernmental Property Transfer Agreement between the City of Maple Valley and King County, Relating to the Maple Ridge Highlands Annexation Area*, King County Ordinance No. _____, conveys and quit claims unto the Grantee, the CITY OF MAPLE VALLEY, a municipal corporation of the State of Washington ("the City"), the land situate in King County, Washington, described below, and subject to the covenants described more fully herein:

AND ALSO, Grantor conveys and quit claims unto the Grantee all Grantor's property rights within the following real property ("Drainage Tracts") described below, and subject to the covenants described more fully as follows:

MAPLE RIDGE HIGHLANDS, TRACT L1, as recorded in Volume 204 of Plats, page 13, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2280)

MAPLE RIDGE HIGHLANDS, TRACT L2, as recorded in Volume 204 of Plats, page 14, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2290)

MAPLE RIDGE HIGHLANDS, TRACT L4, as recorded in Volume 204 of Plats, page 10, recording number 20011211001182, records of King County, Washington (Tax Account #510451-2300)

MAPLE RIDGE HIGHLANDS DIVISION 2, TRACT L5, as recorded in Volume 208 of Plats, pages 4-15, recording number 20020820001470, records of King County, Washington (Tax Account #510452-0890)

MAPLE RIDGE HIGHLANDS DIVISION 4, TRACT L3, as recorded in Volume 226 of Plats, page 041, recording number 20050125000251, records of King County, Washington (Tax Account #510454-0740)

DRAINAGE TRACTS SUBJECT TO THE FOLLOWING 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 Grantor and Grantee:

"The City covenants, agrees, and obligates itself to abide by all rights, conditions, covenants, obligations, limitations, plat conditions, and other reservations or restrictions of record that may apply to the Drainage Tracts.

The City covenants that it shall place the preceding covenant in any deed transferring or conveying the Drainage Tracts or transferring or conveying any portion of the Drainage Tracts."

EXECUTED BY:

GRANTOR
KING COUNTY

BY_____
(Print Name)

TITLE_____

Date_____

Approved as to Form:

_____
Attorney for King County

GRANTEE
CITY OF MAPLE VALLEY

BY_____
(Print Name)

TITLE_____

Date_____

Approved as to Form:

_____
Christy A. Todd, City Attorney

NOTARY BLOCKS APPEAR ON FOLLOWING PAGE

KING COUNTY NOTARY BLOCK

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual described in and who executed the forgoing instrument on behalf of KING COUNTY, and acknowledged to me that _____ signed and sealed the said instrument as the free and voluntary act and deed of said COUNTY for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State
My appointment expires _____

CITY OF MAPLE VALLEY NOTARY BLOCK

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual described in and who executed the forgoing instrument on behalf of THE CITY OF MAPLE VALLEY, and acknowledged to me that _____ signed and sealed the said instrument as the free and voluntary act and deed of said CITY for the uses and purposed therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State
My appointment expires _____