

RESOLUTION NO. 3259

A RESOLUTION of the Port Commission of the Port of Seattle
Declaring Certain Real Property Located in the City
of Auburn Surplus and No Longer Needed for Port
Purposes and Authorizing Its Sale

WHEREAS, the voters of King County, pursuant to the provisions of enabling legislation adopted by the Legislature of the State of Washington, Chapter 92, Laws of 1911, RCW Title 53, authorized and approved at a special election held in King County on the 5th day of September, 1911, the formation of a port district coextensive with King County to be known as the Port of Seattle, and

WHEREAS, the Port of Seattle ("Port") was thereupon established as a port district and has since been and now is a duly authorized and acting port district of the State of Washington, and

WHEREAS, an official public hearing was held on January 13, 1998, after notice of such hearing was duly published as provided by law, to discuss the question as to whether or not the property legally described in Exhibit B attached hereto should be declared surplus to Port needs, and

WHEREAS, the Port and the City of Auburn ("City") propose to enter into an Interlocal Agreement providing for the transfer of the property as mitigation for the Port's expansion of a dependent carrier runway, and

WHEREAS, Chapter 39 33 of the Revised Code of Washington provides that the Port may "sell, transfer, exchange, lease or otherwise dispose of any property to the state or any municipality or any political subdivision thereof on such terms and conditions as may be mutually agreed upon ", and

WHEREAS, the Port has heard from all persons desiring to speak at said public hearing with regard to the proposed property transfer, and

WHEREAS, the members of the Port Commission at said public hearing viewed maps and other data relating to the proposed property transfer, which maps and other data were and are now on file in the office of the Port Commission, and

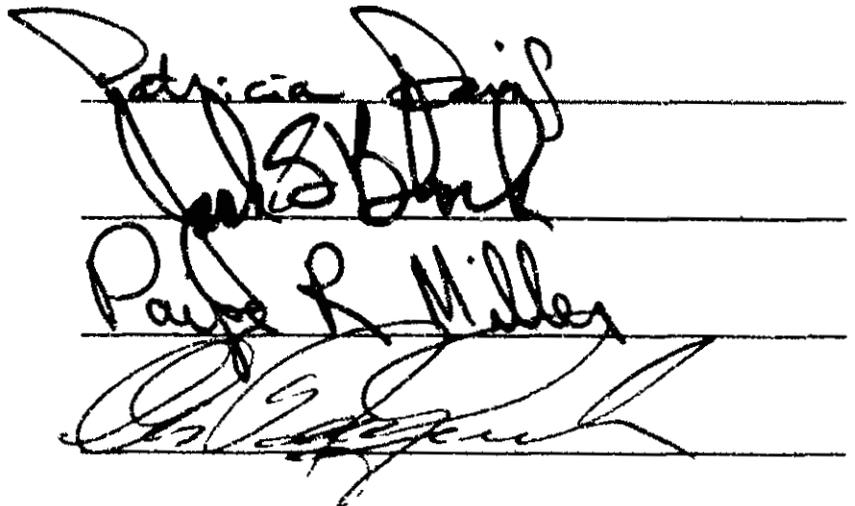
WHEREAS, the members of the Port Commission have discussed and considered the proposed property transfer in light of all comments by members of the public at the public hearing

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle as follows

Section 1. The real property shown on the aerial attached as Exhibit A and legally described on attached Exhibit B, is hereby declared surplus to Port needs and is no longer needed for Port purposes. Said real property has an "as is" appraised value of \$525,000 00.

Section 2. The Director, Aviation Division, is authorized to take all necessary steps to arrange for the transfer of said real property to the City pursuant to the terms of the Interlocal Agreement between the Port and the City. In the event the Port and the City do not enter into said Interlocal Agreement, the Director is authorized to take all necessary steps to arrange for the sale of said real property and to execute all documents necessary to accomplish the sale in accordance with state law.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting held this 10th day of February, 19 98, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission



The image shows four handwritten signatures in black ink on a document with horizontal lines. The signatures are written from top to bottom. The first signature is 'Patricia Davis', the second is 'Paul S. Black', the third is 'Paul R. Miller', and the fourth is a signature that is partially obscured and difficult to read, possibly 'John G. ...'.

Port Commission



Source Parametrix 1995

See also Appendix Natural Resources Map, dated 05/29/12, 11/13/13, 1/14/14

APPROXIMATE
SCALE IN FEET

0 100 200



EXHIBIT A

Figure 3.2-1
Aerial Photograph of Proposed
Wetland Mitigation Site

LEGAL DESCRIPTION

THAT PORTION OF THE GEORGE E. KING DONATION LAND CLAIM NUMBER 40, IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" X 6" SANDSTONE MONUMENT MARKING THE SOUTHWEST CORNER OF THE R. H. BEATTY DONATION LAND CLAIMS NUMBERS 37 AND 44; THENCE SOUTH 89°00'01" EAST ALONG THE SOUTH LINE OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTH LINE OF THE W. A. COX DONATION LAND CLAIM NUMBER 38 A DISTANCE OF 2,643.18 FEET TO A 2" DIAMETER CONCRETE-FILLED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°00'01" EAST, 2,255.93 FEET TO A POINT ON A LINE ESTABLISHED BY BOUNDARY LINE AGREEMENT RECORDED UNDER RECORDING NUMBER 8110150749, THENCE SOUTHERLY ALONG SAID BOUNDARY LINE TO A MONUMENT MARKED NO. 2 L.S. 11191, AS DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED UNDER RECORDING NUMBER 7912170640; THENCE NORTH 88°48'40" WEST ALONG AN EXISTING OLD WOOD AND WIRE FENCE REFERRED TO IN SAID BOUNDARY LINE AGREEMENT A DISTANCE OF 2,676.50 FEET TO A CONCRETE MONUMENT MARKED NO. 1-LS 11191 ON THE WEST LINE OF THE G. E. KING DONATION LAND CLAIM NUMBER 40; THENCE NORTH 00°52'46" EAST ALONG SAID WEST LINE, 80.25 FEET TO A 2" DIAMETER PLUGGED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM NUMBER 38; THENCE NORTH 01°48'09" EAST, ALONG SAID EAST LINE OF THE W. A. COX DONATION LAND CLAIM AND SAID WEST LINE OF THE G. E. KING DONATION LAND CLAIM, 2,648.25 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THEREFROM THAT PART LYING WITHIN SOUTH 277TH STREET, IF ANY; ALSO

EXCEPT THAT PORTION OF THE GEORGE E. KING DONATION LAND CLAIM NUMBER 40, IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" X 6" SANDSTONE MONUMENT MARKING THE SOUTHWEST CORNER OF THE R. H. BEATTY DONATION LAND CLAIMS NUMBERS 37 AND 44; THENCE SOUTH 89°00'01" EAST ALONG THE SOUTH LINE OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTH LINE OF THE W. A. COX DONATION LAND CLAIM NUMBER 38, A DISTANCE OF 2,643.18 FEET TO A 2" DIAMETER CONCRETE-FILLED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID BEATTY DONATION LAND CLAIM AND THE NORTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°00'01" EAST, A DISTANCE OF 638.43 FEET; THENCE SOUTH 01°48'09" WEST, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID W. A. COX DONATION LAND CLAIM, A DISTANCE OF 2,730.51 FEET TO A POINT ON THE BOUNDARY LINE ESTABLISHED BY AGREEMENT RECORDED UNDER RECORDING NUMBER 7912170640; THENCE NORTH 88°48'40" WEST A DISTANCE OF 637.11 FEET TO A CONCRETE MONUMENT MARKED NO. 1 - LS 11191 ON THE WEST LINE OF SAID G. E. KING DONATION LAND CLAIM; THENCE NORTH 00°52'46" EAST, ALONG SAID WEST LINE, A DISTANCE OF 80.25 FEET TO A 2" DIAMETER PLUGGED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM NUMBER 38, THENCE NORTH 01°48'09" EAST, ALONG SAID EAST LINE OF THE W. A. COX DONATION LAND CLAIM AND SAID WEST LINE OF THE G. E. KING DONATION LAND CLAIM, A DISTANCE OF 2,648.25 FEET TO THE TRUE POINT OF BEGINNING; ALSO

EXCEPT THAT PORTION OF THE GEORGE E. KING DONATION LAND CLAIM NUMBER 40 IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS.

COMMENCING AT A 6" X 6" SANDSTONE MONUMENT MARKING THE SOUTHWEST CORNER OF THE R. H. BEATTY DONATION LAND CLAIMS NUMBERS 37 AND 44; THENCE SOUTH 89°00'01" EAST ALONG THE SOUTH LINE OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTH LINE OF THE W. A. COX DONATION LAND CLAIM NUMBER 38 A DISTANCE OF 2,643.18 FEET TO A 2" DIAMETER CONCRETE-FILLED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM; THENCE CONTINUING SOUTH 89°00'01" EAST 638.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°00'01" EAST

LEGAL DESCRIPTION
(continued)

1,617.39 FEET TO A POINT ON A LINE ESTABLISHED BY BOUNDARY LINE AGREEMENT RECORDED UNDER RECORDING NUMBER 8110150749;

THENCE ALONG SAID LINE SOUTH 46°26'33" EAST 103.45 FEET;
 THENCE SOUTH 34°19'49" EAST 211.01 FEET;
 THENCE SOUTH 09°48'39" WEST 412.45 FEET,
 THENCE SOUTH 01°43'38" EAST 263.60 FEET,
 THENCE SOUTH 08°38'47" WEST 208.18 FEET,
 THENCE NORTH 88°49'05" WEST 503.22 FEET;
 THENCE NORTH 19°30'00" EAST 110.98 FEET;
 THENCE NORTH 88°49'05" WEST 1,283.52 FEET;
 THENCE NORTH 01°48'33" EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID COX DONATION LAND CLAIM 1,008.50 FEET TO THE POINT OF BEGINNING; ALSO

EXCEPT THAT PORTION OF THE GEORGE E. RING DONATION LAND CLAIM NUMBER 40 IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" X 6" SANDSTONE MONUMENT MARKING THE SOUTHWEST CORNER OF THE R. H. BEATTY DONATION LAND CLAIMS NUMBERS 37 AND 44,
 THENCE SOUTH 89°00'01" EAST ALONG THE SOUTH LINE OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTH LINE OF THE W. A. COX DONATION LAND CLAIM NUMBER 38 A DISTANCE OF 2,643.18 FEET TO A 2" DIAMETER CONCRETE-FILLED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM,
 THENCE CONTINUING SOUTH 89°00'01" EAST 638.43; THENCE CONTINUING SOUTH 89°00'01" EAST 1,617.39 FEET TO A POINT ON A LINE ESTABLISHED BY BOUNDARY LINE AGREEMENT RECORDED UNDER RECORDING NUMBER 8110150749;
 THENCE ALONG SAID LINE SOUTH 46°26'33" EAST 103.45 FEET;
 THENCE SOUTH 34°19'49" EAST 211.01 FEET,
 THENCE SOUTH 09°48'39" WEST 412.45 FEET;
 THENCE SOUTH 01°43'38" EAST 263.60 FEET;
 THENCE SOUTH 08°38'47" WEST 208.18 FEET TO THE POINT OF BEGINNING,
 THENCE SOUTH 23°17'33" WEST 479.64 FEET,
 THENCE SOUTH 04°33'51" EAST 454.70 FEET;
 THENCE SOUTH 28°05'34" EAST 825.18 FEET TO A MONUMENT MARKED NO. 2 L.S. 11191, AS DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED UNDER RECORDING NUMBER 7912170640, THENCE NORTH 88°49'05" WEST ALONG AN EXISTING OLD WOOD AND WIRE FENCE REFERRED TO IN SAID BOUNDARY LINE AGREEMENT A DISTANCE OF 1493.09 FEET;
 THENCE NORTH 42°04'18" WEST 8.82 FEET;
 THENCE NORTH 41°21'03" WEST 21.35 FEET;
 THENCE NORTH 17°22'55" EAST 10.83 FEET;
 THENCE NORTH 37°08'43" EAST 35.35 FEET;
 THENCE NORTH 58°10'41" EAST 40.70 FEET;
 THENCE NORTH 51°34'40" EAST 35.65 FEET,
 THENCE NORTH 4°35'52" EAST 24.08 FEET,
 THENCE NORTH 21°55'29" WEST 35.88 FEET,
 THENCE NORTH 1°35'26" EAST 15.62 FEET,
 THENCE NORTH 11°17'07" WEST 28.03 FEET,
 THENCE NORTH 68°43'56" WEST 33.66 FEET;
 THENCE NORTH 39°51'41" EAST 32.19 FEET,
 THENCE NORTH 9°28'48" WEST 27.77 FEET;
 THENCE NORTH 12°59'39" EAST 43.73 FEET;
 THENCE SOUTH 34°03'26" EAST 46.04 FEET;
 THENCE SOUTH 62°41'08" EAST 32.65 FEET,
 THENCE NORTH 69°53'04" EAST 16.97 FEET;
 THENCE SOUTH 20°58'58" EAST 31.17 FEET,
 THENCE SOUTH 60°09'40" EAST 23.68 FEET,
 THENCE SOUTH 39°40'11" EAST 41.32 FEET;
 THENCE SOUTH 64°07'37" EAST 34.23 FEET,
 THENCE NORTH 48°37'05" EAST 37.34 FEET;
 THENCE NORTH 28°23'04" EAST 25.27 FEET,
 THENCE NORTH 4°08'13" EAST 83.23 FEET;

LEGAL DESCRIPTION
(continued)

THENCE NORTH 1°39'34" WEST 88.34 FEET;
 THENCE NORTH 00°41'35" WEST 69.33 FEET;
 THENCE NORTH 6°01'16" WEST 54.09 FEET;
 THENCE NORTH 19°26'36" EAST 48.68 FEET;
 THENCE NORTH 2°48'52" EAST 36.61 FEET;
 THENCE NORTH 2°37'56" EAST 36.53 FEET;
 THENCE NORTH 6°09'12" EAST 51.73 FEET;
 THENCE NORTH 1°37'33" EAST 60.25 FEET;
 THENCE NORTH 10°35'26" WEST 49.14 FEET;
 THENCE NORTH 7°35'19" EAST 54.91 FEET;
 THENCE NORTH 00°06'52" EAST 65.41 FEET;
 THENCE NORTH 37°37'22" WEST 62.28 FEET;
 THENCE NORTH 46°40'20" WEST 44.80 FEET;
 THENCE NORTH 61°54'55" WEST 47.21 FEET;
 THENCE SOUTH 30°26'27" WEST 53.06 FEET;
 THENCE NORTH 79°39'12" WEST 22.51 FEET;
 THENCE SOUTH 31°00'23" WEST 24.04 FEET;
 THENCE SOUTH 27°57'04" WEST 37.94 FEET;
 THENCE NORTH 20°44'40" WEST 34.12 FEET;
 THENCE NORTH 1°52'28" WEST 18.34 FEET;
 THENCE NORTH 1°05'44" EAST 40.60 FEET;
 THENCE NORTH 6°03'24" WEST 49.00 FEET;
 THENCE NORTH 9°21'08" EAST 53.23 FEET;
 THENCE NORTH 83°58'49" WEST 53.85 FEET;
 THENCE NORTH 11°47'47" EAST 66.69 FEET;
 THENCE NORTH 31°08'29" WEST 55.98 FEET;
 THENCE NORTH 41°58'15" WEST 74.21 FEET;
 THENCE NORTH 59°16'10" WEST 102.86 FEET;
 THENCE NORTH 84°09'38" WEST 33.18 FEET;
 THENCE SOUTH 7°25'20" EAST 36.21 FEET;
 THENCE SOUTH 26°35'52" EAST 48.25 FEET;
 THENCE SOUTH 3°28'13" WEST 14.76 FEET;
 THENCE SOUTH 2°32'33" WEST 41.74 FEET;
 THENCE SOUTH 00°26'52" EAST 69.53 FEET;
 THENCE SOUTH 6°37'24" WEST 59.87 FEET;
 THENCE NORTH 4°39'29" WEST 66.15 FEET;
 THENCE NORTH 3°19'53" EAST 46.71 FEET;
 THENCE NORTH 22°01'07" WEST 34.19 FEET;
 THENCE NORTH 53°30'40" WEST 16.26 FEET;
 THENCE NORTH 58°17'23" WEST 38.47 FEET;
 THENCE SOUTH 51°02'46" WEST 23.62 FEET;
 THENCE NORTH 13°51'34" EAST 64.70 FEET;
 THENCE NORTH 3°36'12" EAST 32.46 FEET;
 THENCE NORTH 32°41'15" WEST 26.39 FEET;
 THENCE NORTH 37°50'23" WEST 36.65 FEET;
 THENCE NORTH 60°42'16" WEST 34.50 FEET;
 THENCE NORTH 4°01'14" WEST 45.04 FEET;
 THENCE NORTH 18°08'04" WEST 54.55 FEET;
 THENCE NORTH 8°39'12" WEST 31.14 FEET;
 THENCE NORTH 50°17'49" EAST 40.44 FEET;
 THENCE NORTH 86°56'28" EAST 39.44 FEET;
 THENCE NORTH 24°37'46" WEST 33.76 FEET;
 THENCE NORTH 2°20'05" WEST 50.49 FEET;
 THENCE NORTH 30°32'31" WEST 35.38 FEET;
 THENCE NORTH 13°41'19" WEST 42.20 FEET;
 THENCE SOUTH 35°32'29" WEST 37.28 FEET;
 THENCE NORTH 38°21'50" WEST 39.23 FEET;
 THENCE SOUTH 63°06'20" WEST 20.75 FEET;
 THENCE SOUTH 64°08'43" WEST 15.11 FEET;
 THENCE NORTH 29°44'41" WEST 21.49 FEET;
 THENCE NORTH 69°36'47" WEST 25.67 FEET;
 THENCE NORTH 12°45'13" WEST 6.88 FEET;
 THENCE SOUTH 88°49'05" EAST 1188.93 FEET,

LEGAL DESCRIPTION
(continued)

THENCE SOUTH 19°30'00" WEST 110.98 FEET;
THENCE SOUTH 88°49'05" EAST 503.22 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTH 60 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE GEORGE E. KING DONATION LAND CLAIM NUMBER 40, IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" X 6" SANDSTONE MONUMENT MARKING THE SOUTHWEST CORNER OF THE R. H. BEATTY DONATION LAND CLAIMS NUMBERS 37 AND 44; THENCE SOUTH 89°00'01" EAST ALONG THE SOUTH LINE OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTH LINE OF THE W. A. COX DONATION LAND CLAIM NUMBER 38, A DISTANCE OF 2,643.18 FEET TO A 2" DIAMETER CONCRETE-FILLED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID BEATTY DONATION LAND CLAIM AND THE NORTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°00'01" EAST, A DISTANCE OF 638.43 FEET; THENCE SOUTH 01°48'09" WEST, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID W. A. COX DONATION LAND CLAIM, A DISTANCE OF 2,730.61 FEET TO A POINT ON THE BOUNDARY LINE ESTABLISHED BY AGREEMENT RECORDED UNDER RECORDING NUMBER 7912170640; THENCE NORTH 88°48'40" WEST A DISTANCE OF 637.11 FEET TO A CONCRETE MONUMENT MARKED NO. 1 - LS 11191 ON THE WEST LINE OF SAID G. E. KING DONATION LAND CLAIM; THENCE NORTH 00°32'46" EAST, ALONG SAID WEST LINE, A DISTANCE OF 80.25 FEET TO A 2" DIAMETER PLUGGED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM NUMBER 38; THENCE NORTH 01°48'09" EAST, ALONG SAID EAST LINE OF THE W. A. COX DONATION LAND CLAIM AND SAID WEST LINE OF THE G. E. KING DONATION LAND CLAIM, A DISTANCE OF 2,645.25 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID EASEMENT, IF ANY, LYING WITHIN SOUTH 277TH STREET; ALSO

EXCEPT THOSE PORTIONS OF SAID EASEMENT LYING WITHIN "I" STREET AS CONVEYED TO THE CITY OF AUBURN BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8911280990.

Post-It Fax Note	Date 1/15/98
To: [Handwritten]	From: B. Hinkle
Co./Dept: [Handwritten]	Co: [Handwritten]
Phone #	Phone # 437-6606
Fax # 437-3105	Fax # 206-688-4606

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INTERLOCAL AGREEMENT

**Between City of Auburn and Port of Seattle
Regarding Wetlands Construction, Infrastructure
Improvements, and Property Transfer**

THIS INTERLOCAL AGREEMENT is made and entered into as of this day of _____, 1998, between the CITY OF AUBURN, a municipal corporation of the State of Washington ("Auburn"), and the PORT OF SEATTLE, a municipal corporation of the State of Washington (the "Port"), relating to wetlands construction, infrastructure improvements, and a transfer of property from the Port to Auburn.

Recitals

A. The Port is the owner of a parcel of property approximately 69 acres in size located in the City of Auburn west of the Green River and south of S. 277th St., legally described in Exhibit A attached hereto and depicted on the aerial photograph attached hereto as Exhibit B (the "Subject Property"). Approximately 4.3 acres of the Subject Property have been delineated as existing wetlands. The Port has proposed to construct additional wetlands on the Subject Property as mitigation for certain wetlands filling proposed by the Port at Seattle-Tacoma International Airport (the "Airport"). The Port intends to construct the wetlands and arrange for their retention as public wetlands/open space in perpetuity.

B. The Subject Property is zoned single-family residential. Auburn is willing to consider and act on: (1) an amendment

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Auburn in lieu of assessment of the Subject Property pursuant to an LID or other financing mechanism. The Port is also willing to contribute towards other infrastructure improvements as specified in this Interlocal Agreement. In total, the Port will pay Auburn \$642,000 for street and utility improvements, utility system development charges, and floodplain mapping costs (as set forth in Sections 4 through 6 below), and will transfer to Auburn an excess portion of the Subject Property or its equivalent cash value (as set forth in Sections 4 and 7 below). Auburn, at its sole discretion, may utilize the funds paid under this Agreement for planning, design, right-of-way, and/or construction of any of these improvements. The timing of all cash payments and the property transfer is set forth in Section 7 below.

E. The Port's contribution to Auburn will include a donation of an excess portion of the Subject Property that will not be necessary for wetlands construction or the public trail (or its equivalent cash value). Auburn has expressed interest in this excess portion of the Subject Property for use in conjunction with its infrastructure improvements in the area.

F. Exhibit C to this Interlocal Agreement is a drawing of the Subject Property generally showing the areas of the Subject Property that are currently anticipated to be retained by the Port for wetlands, donated to King County for a trail, and transferred to Auburn.

G. The transfer of portions of the Subject Property by the Port to Auburn and King County is being undertaken in accordance with the provisions of Chapter 39.33.RCW. Pursuant to RCW 39.33.020, the Port published a notice of hearing and disseminated a news release with respect to those transfers. A public hearing with respect to these transfers was conducted on January 13, 1998, and the Port Commission authorized the transfer of portions of the Subject Property to King County and Auburn subject to certain conditions.

Agreement

1. Construction of Wetlands on Subject Property.

1.1 Auburn will initiate, consider, and act on an amendment of the Auburn zoning code to clarify that wetlands are permitted outright on the Subject Property. The Port will apply to Auburn for a grading permit and other permits and approvals required by Auburn for construction of the wetlands on the Subject Property. Auburn will review and process the zoning amendment, grading permit, and other permits and approvals in a timely, reasonable, and standard manner.

1.2 The Port will construct new wetlands on the Subject Property substantially in the manner depicted on the plan at Exhibit C. The Port may change this plan as it determines

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necessary to respond to regulatory agency requirements, unexpected site conditions, or other new information or changed circumstances; provided that, after issuance of an Auburn permit, any changes will be subject to Auburn's standard requirements for City approval of permit changes.

2. **Designation of King County Property.** In consultation with King County and Auburn, the Port will designate the portion of the Subject Property adjacent to the Green River to be donated to King County for the recreational trail (the "King County Property"). The Port and/or King County will apply to Auburn for a lot line adjustment or subdivision approval, if required by Auburn, to establish the King County Property as a separate parcel capable of being conveyed to King County. Auburn will review and process the application in a timely, reasonable, and standard manner.

3. **Designation of Wetlands and Excess Area.** The Port is seeking permits from appropriate regulatory agencies to authorize its proposed wetlands fill at the Airport, including a Section 404 Permit from the U.S. Army Corps of Engineers. As part of the permit process, a determination will be made as to the precise amount of wetlands area that must be constructed on the Subject Property as mitigation for the wetlands fill at the Airport. At this time, the Port has estimated the amount of wetlands mitigation area that may be required (as depicted in Exhibit C) but a final determination by applicable regulatory agencies has not yet been made. Because it is possible that the regulatory agencies may require a greater amount of wetlands mitigation area than the Port has estimated, or a different configuration of wetlands area than currently proposed, the Port is not able to make a final determination at this time as to the amount and which portion of the Subject Property will be allocated to wetlands use and the amount and which portion of the Subject Property will be available for other use. The Port will determine the portion of the Subject Property to be designated as wetlands and wetlands buffer area (the "Wetlands Area") and the portion to be available for other use (the "Excess Area") prior to the transfer of the Excess Area to Auburn. However, the Excess Area shall not include a 20-foot-wide buffer adjacent to the existing wetland on the eastern boundary of the Excess Area. At this time, the Port estimates the amount of Excess Area to be approximately 16-20 acres.

4. City Assessments.

4.1 **Port Payment in Lieu of Assessment.** Auburn is planning to construct certain infrastructure improvements in the area where the Subject Property is located which will benefit the Subject Property, including the following (the "Street and Utility Improvements"): I Street from S. 277th St. to approximately the westerly extension of the southern boundary of the Subject Property, including water and sewer conveyance systems; regional stormwater detention, water quality, and conveyance facilities to serve the north storm drainage basin as shown in Auburn's Drainage

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Master Plan; two additional traffic lanes on S. 277th Street from Auburn Way N. to I Street, including related traffic signals, lighting, and non-motorized trail elements; all as shown on Auburn's Comprehensive Plan or as designated in the Special Planning Area established by Ordinance No. 4912. Auburn has estimated the cost of the Street and Utility Improvements and is considering the formation of an LID or other financing mechanism to finance the construction of these improvements. Pursuant to an LID or similar financing mechanism, the costs will be apportioned on a parcel-by-parcel basis consistent with standard assessment methodology. When the Port creates wetlands on the Wetlands Area, and King County creates a recreational trail on the King County Property, these properties will not be available for payment of a fair share of the costs associated with the Street and Utility Improvements, resulting in a greater financial burden on Auburn and other property owners. Therefore, the Port will:

a. pay to Auburn the sum of Four Hundred Twenty Two Thousand Dollars (\$422,000), which Auburn will expend solely for the benefit of the Street and Utility Improvements; and

b. transfer to Auburn either (i) the Excess Area in a size not smaller than twenty acres, or (ii) if the Excess Area is smaller than twenty acres, a combination of Excess Area plus cash value of the difference between the Excess Area acreage transferred and twenty acres. If the Excess Area is smaller than sixteen acres, Auburn may, at its option, require the Port to pay Auburn the cash value of the entire twenty acres and transfer no portion of the Excess Area. If the parties agree that the Port will transfer to Auburn an Excess Area larger than twenty acres, Auburn will pay the Port the cash value of the Excess Area transferred in excess of twenty acres. The cash value of the Excess Area is hereby established as Twenty Six Thousand Nine Hundred Dollars (\$26,900) per acre. Auburn will use, trade, sell, or otherwise manage or dispose of the Excess Area, and will expend any payments of cash value of the Excess Area, solely for the benefit of the Street and Utility Improvements.

4.2 Wetlands Area and King County Property Not Subject to Assessment; Assessment on Excess Area. In consideration for the Port's payment and property transfer to Auburn, the Wetlands Area and the King County Property will not be subject to any City-imposed assessment, after the date of this Interlocal Agreement, relating to any costs of the Street and Utility Improvements including but not limited to assessments under the proposed North Auburn/I Street LID. Also, if the Port transfers the Excess Area to Auburn, Auburn will be responsible for payment of any City assessment imposed on the Excess Area after the date of this Interlocal Agreement, relating to any costs of the Street and Utility Improvements including but not limited to assessments under the proposed North Auburn/I Street LID. If the Port has paid any assessments on the Excess Area after the date of this Interlocal

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Agreement and prior to the transfer of the Excess Area to Auburn, Auburn will reimburse the Port for these payments at the time the Excess Area is transferred to Auburn. "Assessment" is defined to include an LID assessment, a charge imposed on property pursuant to a latecomers agreement, or other similar assessment, charge, or fee.

4.3 Credit Against Assessment. If this Interlocal Agreement or an Auburn assessment mechanism (e.g., the North Auburn/I Street LID) is successfully challenged, resulting in an assessment being imposed on the Wetlands Area or the King County Property relating to the Street and Utility Improvements, said assessment obligation shall be reduced by the amounts previously paid by the Port and the value of the Excess Area transferred to Auburn under the terms of this Interlocal Agreement.

4.4 Refund If Funds Not Expended. All cash payments of the Port pursuant to Sections 4.1 and 7.4.2 of this Interlocal Agreement will be deposited in an interest-bearing account or otherwise invested in a manner that earns a reasonable rate of return. If Auburn does not expend the cash payments made pursuant to Sections 4.1 and 7.4.2 on the Street and Utility Improvements within 10 years of the date Auburn receives the cash payments, Auburn shall: (i) refund to the Port the cash payments made by the Port pursuant to Sections 4.1 and 7.4.2 of this Interlocal Agreement, that were not expended within the time limit, including the actual earned interest or other return on the invested funds, less two-tenths of one percent (.2%) interest which will be retained by Auburn for administrative costs; and (ii) convey back to the Port any property transferred by the Port to Auburn pursuant to this Interlocal Agreement or, at Auburn's option, refund to the Port the cash value of the property in the amount established in Section 4.1.b. In the event that all these cash payments made by the Port are refunded to the Port and all the property transferred by the Port (or its cash value) are conveyed back to the Port, the prohibition on assessments in Section 4.2 will be void and no longer in effect.

5. System Development Charges.

5.1 Port Payment in Lieu of System Development Charges. Auburn has incurred and will incur certain costs to develop its sanitary and storm sewer utility systems for certain service areas containing the Subject Property. Auburn seeks to recover portions of these costs from owners of property using these sanitary and storm utility systems (referred to herein as "System Development Charges"). In lieu of paying System Development Charges with regard to the Wetlands Area and King County Property, the Port will pay to Auburn the sum of One Hundred Eighty Thousand Dollars (\$180,000), not subject to refund except under conditions set forth in Section 5.3 of this Interlocal Agreement.

5.2 Wetlands Area and King County Property Not Subject to System Development Charges. In consideration for the

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Port's payment to Auburn, the Wetlands Area and the King County Property will not be subject to any System Development Charges after the date of this Interlocal Agreement. Also, if the Port transfers the Excess Area to Auburn, Auburn will be responsible for payment of any System Development Charges imposed on the Excess Area after the date of this Interlocal Agreement. If the Port has paid any System Development Charges on the Excess Area after the date of this agreement and prior to the transfer of the Excess Area to Auburn, Auburn will reimburse the Port for these payments at the time the Excess Area is transferred to Auburn.

5.3 Credit Against Charge. If a legal challenge is filed regarding this Interlocal Agreement, a System Development Charge, or otherwise, which results in a System Development Charge being imposed on the Wetlands Area or the King County Property, the Port (and King County, in the case of the King County Property) shall receive a credit against the System Development Charge in an amount equal to the payment made by the Port in lieu of System Development Charge.

6. Floodplain Change. As a result of the Port's construction of wetlands, a part of the Wetlands Area will be lowered in elevation and will become an extension of the 100-year floodplain located northwest of the Subject Property. The Port will construct (or, if mutually agreed by Auburn and the Port, pay to Auburn the costs of construction and Auburn will construct) a channel between the Wetlands Area and the south side of S. 277th St. The channel will be constructed approximately in one of the alternate locations depicted in the drawing at Exhibit D (or as otherwise mutually agreed by Auburn and the Port), it will be approximately 1,000 feet in length, it will be of sufficient width and depth to adequately convey floodwaters between the Wetlands Area and the existing floodplain, and it may include an access road in or adjacent to it. If requested by the Port, Auburn will assist the Port in acquiring, at the Port's expense, a permanent easement across the property north of the Subject Property sufficient to permit the Port to (i) construct the channel and (ii) maintain the channel in perpetuity. Following additional work to connect the Port-constructed channel to the floodplain, Auburn will seek from the Federal Emergency Management Agency and other appropriate entities an amendment of official floodplain maps to reflect this change. The Port will pay to Auburn the sum of Forty Thousand Dollars (\$40,000) for the costs of preparing and processing this map amendment.

7. Timing of Payments and Property Transfer. This section governs the timing of all cash payments and the property transfer under this Interlocal Agreement including the payment and property transfer for the Street and Utility Improvements under Section 4 above, the system development charges under Section 5 above, and the floodplain mapping costs in Section 6 above.

7.1 Initial Payment. Within thirty (30) days following execution of this Interlocal Agreement by both parties,

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the Port will pay to Auburn the sum of One Hundred Thousand Dollars (\$100,000).

7.2 Lot Line Adjustment or subdivision for Excess Area. The Port will apply to Auburn for a lot line adjustment or subdivision approval, if required by Auburn, to establish the Excess Area as a separate parcel capable of being conveyed to Auburn. Auburn will review and process the application in a timely, reasonable, and standard manner.

7.3 Remaining Cash Payments. The Port will make the remaining cash payments due under this Agreement as follows:

a. The Port shall pay to Auburn the sum of One Hundred Forty Two Thousand Dollars (\$142,000) within thirty (30) days following the Port's determination that Auburn has amended the zoning code to clarify that wetlands construction is a permitted use on the Subject Property and Auburn has issued all necessary permits for the proposed wetlands construction on the Subject Property.

b. The Port shall pay to Auburn the sum of Four Hundred Thousand Dollars (\$400,000) within thirty (30) days after the earlier of:

(i) the Port's determination that Auburn has amended the zoning code to clarify that wetlands construction is a permitted use on the Subject Property and Auburn has issued all necessary permits for the proposed wetlands construction on the Subject Property, and all applicable time periods for appealing the code amendment and permits have elapsed and either no appeal was filed or, if an appeal was filed, the appeal has been successfully concluded; or

(ii) four years have elapsed since the execution of this Interlocal Agreement and construction contracts for the Street and Utility Improvements have been executed; provided that, if construction contracts for the Street and Utility Improvements are executed within four years of execution of this Interlocal Agreement, the Port shall either (a) pay the \$400,000 to Auburn when the construction contracts are executed or (b) pay to Auburn one-half the reasonable costs of borrowing \$400,000 for the period of time between execution of the construction contracts and the date four years after execution of this Interlocal Agreement.

7.4 Property Transfer

7.4.1 Timing of Property Transfer. The Port will transfer the Excess Area to Auburn in accordance with the transfer procedure of Section 11 below within 30 days after: (i) the Port's determination that all necessary permits have been

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issued for the proposed wetlands fill at the Airport and for the wetlands construction on the Subject Property, and all applicable time periods for appealing the permits have elapsed and either no appeal was filed or, if an appeal was filed, the appeal has been successfully concluded; and (ii) any necessary lot line adjustment or subdivision approval has been granted that establishes the Excess Area as a separate parcel capable of being conveyed; and (iii) the U.S. Army Corps of Engineers, Seattle District, has determined that construction of the wetlands on the Wetlands Area is complete (or, if earlier, the Port's determination that the Excess Area is no longer required as a staging area for construction of the wetlands on the Wetlands Area).

7.4.2 City May Require Cash Instead of Property.

Due to the timing of infrastructure improvements in the area, Auburn will need to know, by a certain time, the size and configuration of the Excess Area to be transferred to Auburn. If the Port is not able to make a determination of the size and configuration of the Excess Area by that time, Auburn may choose to receive a cash payment instead of the property in order to keep its infrastructure improvements on schedule. Accordingly, if the Port has not transferred the Excess Area to Auburn by October 1, 1998, Auburn may require that the Port pay the cash value of twenty acres of Excess Area instead of transferring the Excess Area to Auburn. If Auburn determines that it is necessary to accept cash instead of property pursuant to this section, it will notify the Port in writing of its determination. The Port will then have thirty (30) days to notify Auburn in writing that it will transfer the Excess Area to Auburn as soon as the transfer procedures of Section 11 of this Interlocal Agreement are completed and that it will proceed to complete the transfer procedures of Section 11 immediately and in an expedited manner. If the Port does not provide such notice to Auburn, the Port shall pay to Auburn the cash value of twenty acres of Excess Area as follows: the Port shall pay 25% of the cash value as soon as the conditions of Section 7.3.a have been satisfied; and the Port shall pay the remaining 75% of the cash value as soon as the conditions of Section 7.3.b have been satisfied. If the provisions of Section 7.3.b (ii) (b) are invoked, the borrowing costs shall include the costs of borrowing 75% of the cash value of the Excess Area.

8. **Costs of Defending Against Appeal or Legal Action.** If an appeal is filed challenging the zoning code amendment or permits relating to construction of the wetlands on the Subject Property, or if a legal action is brought challenging the validity of this Interlocal Agreement, the Port will pay the attorneys fees and costs (including the costs of retaining consultants and expert witnesses) reasonably incurred by Auburn in defending against the appeal or legal action.

9. **Easement for Wetlands Construction and Irrigation Water Line.** Following transfer of the Excess Area to Auburn, the Port may need temporary access on and across the Excess Area to construct the wetlands on the Wetlands Area and to construct and

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maintain a temporary water line to the Wetlands Area. At the time of transfer of the Excess Area to Auburn, the Port may retain: (i) a temporary construction easement over the Excess Area for access and utilities for constructing the wetlands in the Wetlands Area; and (ii) a temporary easement on and across the Excess Area for a water line to the Wetlands Area for irrigating the wetlands vegetation during the initial growing seasons following planting. The easements shall be substantially in the form attached as Exhibit E to this Interlocal Agreement.

10. **Water Supply for Wetlands Area.** Depending on the amount of rainfall, it may be necessary for the Port to irrigate the Wetlands Area during the initial growing seasons following planting (currently estimated to be three years). Auburn will provide water service to the Wetlands Area at a peak flow rate (e.g. gallons per minute), quantity (e.g. acre-feet per year), and during times that the Port reasonably determines is necessary for irrigating the Wetlands Area, not to exceed 275 gallons per minute and 4,000 cubic feet per year. The Port will pay Auburn's usual and customary fees and charges for the temporary water service.

11. **Procedure for Transfer of Property to Auburn.** The conveyance of the Excess Area to Auburn shall be accomplished in accordance with the following provisions.

11.1 **Deed/Title.** The conveyance shall be by Special Warranty Deed, subject to easements, encumbrances and restrictions of record. The Port will satisfy or cause the removal of any financial liens or encumbrances on the Excess Area, except (i) taxes, which shall be prorated at closing, (ii) surface water management charges, assessments and similar governmental or utility liens, imposed by governmental entities other than Auburn or imposed by Auburn prior to the date of this Interlocal Agreement, which shall be prorated at closing, and (iii) assessments imposed by Auburn after the date of this Interlocal Agreement which will be paid by Auburn as provided above. The conveyance shall be free and clear of tenancies or parties in possession. If Auburn desires title insurance, Auburn shall be responsible for ordering and paying any premiums associated with title insurance coverage.

11.2 **Review and Disclaimer.** At least 30 days prior to the date of the conveyance, the Port will give to Auburn written notice of the proposed conveyance and the scheduled date of closing. During such 30-day period, Auburn shall have the right to inspect the property to be conveyed, the condition of title, and similar matters to confirm that Auburn desires to accept the conveyance. In the event Auburn elects not to accept the conveyance, Auburn shall so notify the Port within the 30-day period, in which event the obligation of the Port to convey the property offered to Auburn shall terminate. The failure of Auburn to give notice of non-approval within the 30-day period shall constitute Auburn's approval of the conveyance. Auburn's decision not to accept a conveyance shall not terminate this Interlocal

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Agreement as it applies to the remainder of the Subject Property and shall not impair or reduce the rights of the Port hereunder.

11.3 Closing Costs. Escrow fees, recording fees and similar closing costs (if any) shall be divided equally between Auburn and the Port. The Port shall be responsible for any real estate excise tax on the conveyance. Each party shall bear its own attorneys' and consultants' fees and costs.

11.4 Other Documents. Each party agrees to sign such other agreements and documents as may be reasonably required to complete the conveyance as provided herein including, to the extent appropriate, FIRPTA Certificates, excise tax affidavits, easements as required under this Interlocal Agreement, and similar documents.

12. Waiver of Reimbursement Claim. The Port acknowledges and agrees that its payments and property transfer to Auburn under this Interlocal Agreement are voluntarily made. The Port hereby waives any right it may have to later seek reimbursement from Auburn for these payments or property transfer.

13. Assignment/Pledge of Interlocal Agreement. Auburn may assign its rights under this agreement, or pledge this agreement as security, if necessary to borrow funds for the construction of the Street and Utility Improvements.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the day first above mentioned.

CITY OF AUBURN

PORT OF SEATTLE

By: _____
Mayor

By: _____
Pres., Port Commission

Date: _____

Date: _____

ATTEST: _____

By: _____
Sect., Port Commission

Date: _____

Date: _____

EXHIBITS

- A. Legal Description of Subject Property
- B. Aerial Photograph of Subject Property
- C. Drawing of Subject Property Showing Wetlands Area, King County Property, and Excess Area
- D. Drawing of Channel
- E. Form of Easement for Wetlands Construction and Irrigation Water Line

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