

**RESOLUTION NO. 5740**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND THE CITY OF KENT IN SUPPORT OF THE ANNEXATION OF THE BRIDGES COMMUNITY

WHEREAS, the Auburn City Council approved Resolution 5736 on September 18, 2023, expressing the City's desire and intent to annex certain property known as "The Bridges" currently located within the City of Kent; and

WHEREAS, Resolution 5736 establishes an annexation effective date of January 1, 2024; and

WHEREAS, a significant portion of The Bridges is already developed as a residential neighborhood, while another portion is currently undeveloped; and

WHEREAS, annexation of The Bridges will result in the transfer of certain properties, roads, sidewalks, utilities and other physical assets from the City of Kent to the City of Auburn; and

WHEREAS, there are a substantial number of historic permit, development, code enforcement, licensing and other records related to The Bridges in the possession of the City of Kent; and

WHEREAS, on the effective date of annexation, there is the potential for there to be open code enforcement cases and permit applications being processed by the City of Kent; and

WHEREAS, the City Council desires to enter into an Interlocal Agreement with City of Kent to establish a process and procedures for transferring property, records, and jurisdiction related to The Bridges from the City of Kent to the City of Auburn, and for

completing the annexation process prescribed in Chs. 35.10 and 35A.14 RCW.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, HEREBY RESOLVES as follows:

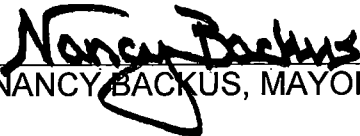
**Section 1.** The Mayor is authorized to execute an Interlocal Agreement between the cities of Auburn and Kent, which agreement will be in substantial conformity with the agreement attached to this Resolution as Exhibit A.

**Section 2.** The Mayor and her designee(s) are authorized to take such further actions and implement those administrative procedures necessary to carry out the directives of this Resolution and the Interlocal Agreement attached as Exhibit A.

**Section 3.** This Resolution shall be in full force and affect upon passage and signatures hereon.

Dated and Signed this 16<sup>th</sup> day of October, 2023.

CITY OF AUBURN

  
NANCY BACKUS, MAYOR

ATTEST:

  
Shawn Campbell, City Clerk

APPROVED AS TO FORM:

  
Harry Boesche, Acting City Attorney

**Exhibit A**  
**Interlocal Agreement**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENT AND THE CITY OF AUBURN  
RELATING TO THE ANNEXATION OF THE BRIDGES**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered by and between the City of Kent, a Washington municipal corporation (“Kent”) and the City of Auburn, a Washington municipal corporation (“Auburn”). Together, Kent and Auburn are referred to as “the Parties.”

**I. RECITALS**

- A. The Bridges Property. There exists certain territory located within the corporate boundaries of the City of Kent and its Urban Growth Area known as “The Bridges” neighborhood. Surrounded on all sides by incorporated areas of Auburn, The Bridges generally consists of an existing single family residential community with 379 houses, a collection of open space tracts, public street and utility infrastructure, and approximately 13 acres of yet-to-be-developed vacant land. The Bridges neighborhood is shown on the attached Exhibit A and specifically described in the attached legal description in Exhibit A-1 (“The Bridges” or the “Annexation Area”).
- B. The Parties’ Cooperative Approach. Both cities desire to work together for the mutual and overall benefit of The Bridges. Since 2019, representatives of the Parties’ have worked cooperatively together, and have determined that it is advantageous to both for The Bridges to be annexed into Auburn.
- C. Ch. 35.10 RCW Annexation Process. Ch. 35.10 of the Revised Code of Washington (“RCW”) provides a process by which one city may annex property located within another city, subject to potential review by a boundary review board and concurrence in the annexation by the second city. Auburn initiated this process under RCW 35.10.217 by adopting Resolution No. 5736, declaring Auburn’s desire and intention to annex the Bridges.
- D. Purpose of this ILA. The purpose of this Agreement is to address the rights and responsibilities of the Parties related to the annexation of The Bridges into Auburn, including but not limited to providing for the: smooth transfer of ownership and maintenance of roads, bridges and other publicly-owned real property; orderly transition of public services; appropriate timing for the transfer of public records; and the processing of vested building permit applications (if any) for a transitional period following annexation. The Parties’ governing bodies have determined to enter into this Agreement as authorized and provided for in the Interlocal Cooperation Act, Ch. 39.34 RCW, and other applicable law.

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

**II. AGREEMENT**

- A. Effective Date, Term and Termination.

This Agreement shall be effective following approval by the Parties’ respective City Councils and execution by their Mayors (“Agreement Effective Date”). This Agreement shall continue in force for a period of five (5) years from the Agreement Effective Date or

the final disposition of any appeal related to any subject matter included in this Agreement, whichever is later ("Term"), unless earlier terminated as provided herein.

B. Annexation Process.

Annexation shall be implemented utilizing the process set forth in RCW 35.10.217(2), as supplemented by the provisions of this Agreement set forth below.

1. *Auburn Resolution Declaring Intent to Annex.*

Auburn has commenced the annexation process under RCW 35.10.217(2) by adopting Resolution No. 5736 on September 18, 2023, declaring its desire and intention to annex The Bridges.

2. *Auburn Notice of Intention to Annex.*

Pursuant to RCW 35.10.217 and RCW 36.93.090, within two (2) weeks following of adoption of Resolution No. 5736, Auburn will file a Notice of Intention to Annex with the Washington State Boundary Review Board for King County ("BRB").

3. *Kent Concurrence in Auburn's Annexation.*

The Kent City Council will adopt a resolution concurring in Auburn's annexation of The Bridges, but agrees that it will do so no sooner than but as soon as reasonably practicable after either (a) issuance of a decision by the BRB approving the annexation, if the BRB's jurisdiction is invoked pursuant to RCW 36.93.100, or (b) the passage of a period of forty-five days after Auburn's submission to the BRB of a Notice of Intention to Annex, without the board's jurisdiction having been invoked by one of the methods provided in RCW 36.93.100, whichever occurs first. Prior to adoption of a concurring resolution, Kent shall hold at least one public hearing, notice of which shall be mailed to the owners of the property within The Bridges in the manner required by RCW 35.10.217(2) and chapter 35.43 RCW.

4. *Protest of Annexation.*

Pursuant to RCW 35.10.217(2), if a written protest purporting to be signed by owners of property equal in value to 60% or more of the assessed valuation of the property in the Bridges is submitted to Auburn within 30 days after Kent adopts its concurring resolution, the Parties will confer regarding whether to suspend sections or all of this agreement during the period prior to validation of the protest by Auburn or by any court of competent jurisdiction. Should such a protest be determined to be valid, timely filed and otherwise and in compliance with the requirements of RCW 35.10.217(2), this Agreement shall terminate, and the Parties agree that Auburn Resolution No. 5736 and any Kent resolution concurring therein shall be of no further force or effect.

5. *Auburn Finalization of Annexation by Ordinance.*

Following Kent's adoption of a resolution concurring in Auburn's annexation, Auburn shall effectuate the annexation by adoption of an ordinance annexing The Bridges as shown and described in Exhibits A and A-1. A certified copy of the

annexation ordinance as adopted shall be filed with the King County Board of Commissioners. Upon the date fixed in the ordinance, which the Parties agree shall be no later than January 1, 2024, or such later date as may be mutually agreed by the Parties ("Annexation Effective Date"), the Bridges shall become part of Auburn. Auburn and Kent shall take such further actions as may be necessary to revise their corporate boundaries to reflect annexation of The Bridges into Auburn. Following the Annexation Effective Date, all property within The Bridges shall be assessed and taxed at the same rate and on the same basis other real property within Auburn is assessed and taxed to pay for the portion of any then-outstanding indebtedness of Auburn, which indebtedness has been approved by the voters, contracted for, or incurred prior to, or existing at, the date of annexation.

C. Transfer of Property and Conveyance of Title.

1. *Open Space Properties.*

Upon or prior to the Annexation Effective Date, Kent shall transfer and convey by deed all "open spaces" identified in Exhibit B attached hereto ("Open Space Properties") to a non-governmental entity. No Open Space Properties shall be transferred to the ownership of Auburn as a result of annexation.

2. *Public Natural Areas Easement.*

Upon or prior to the Annexation Effective Date, Kent shall assign to Auburn all of its right and interest in the Public Natural Areas Easement identified in Exhibit C (the "Public Natural Areas Easement") via an assignment in substantially the form attached as Exhibit C-1. Auburn shall accept the Public Natural Areas Easement, subject to its rights, conditions, covenants, obligations, limitations, and reservations of record.

3. *Right-of-Way Properties.*

Upon or prior to the Annexation Effective Date, Kent shall transfer and convey to Auburn all of its ownership interest in the rights-of-way, easements and road-related properties described in Exhibit D (the "ROW Properties"), via a quitclaim deed in substantially the form attached as Exhibit D-1. Auburn shall accept the Properties subject to all of their respective rights, conditions, covenants, obligations, limitations, and reservations of record.

4. *Stormwater Facilities.*

Upon or prior to the Annexation Effective Date, Kent shall transfer and convey to Auburn all of Kent's right, title, and ownership interests in certain public stormwater facilities and appurtenances associated with the ROW Properties and identified in Exhibit E (the "Stormwater Facilities"), via a quitclaim deed in substantially the form attached as Exhibit E-1. The Stormwater Facilities include but are not limited to structures, pipes or lines, catch basins, or other drainage or other non-water utility equipment.

5. *Kent Water Utility Property and Interests.*

Kent shall retain all right, title, and/or interest in all properties related to and necessary for its water utility system, listed and legally described in Exhibit F ("Kent Properties"), which shall not be transferred to Auburn but shall remain within Kent's ownership.

6. *All Other Interests.* All other rights, title, and/or interests in the Annexation Area, not specifically reserved by Kent or conveyed to a non-governmental entity through this Agreement or any deed, shall transfer to Auburn on the Annexation Effective Date.

7. *Condition of ROW Properties and Stormwater Facilities.*

Auburn has inspected the ROW Properties and Stormwater Facilities prior to the Agreement Effective Date, and agrees that, upon the Annexation Effective Date, Auburn shall accept ownership of them in their then existing, AS-IS condition and assume full and complete responsibility for all operations, maintenance, repairs, improvements of, and provisions of services upon them, except as otherwise set forth in Section II.H (Environmental Liability) and II.F.2 (Maintenance Prior to Annexation Effective Date).

8. *No Warranties.*

Kent 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 condition of the ROW Properties and Stormwater Facilities at the time of the Annexation Effective Date, and no official, employee, representative, or agent of Kent is authorized to represent otherwise.

9. *No Merger.*

The terms, covenants, representations, and warranties continued in this Agreement shall not merge into any deed of conveyance, but shall survive the conveyance of each of the Open Space and ROW Properties, and Stormwater Facilities, as applicable, and shall continue in force unless both parties mutually consent in writing to termination.

10. *Deeds Control.*

If there is any conflict between the terms and provisions of this Agreement and the terms and provisions of any deed executed to convey the Properties and Personal Property, then the terms and provisions of the deed shall control.

D. Records Transfer.

1. *Infrastructure Records.*

Within sixty (60) days of the Annexation Effective Date, or such other extension of time as Kent may request and Auburn may approve, which approval shall not unreasonably be withheld, Kent shall transfer to Auburn all public records

associated with the property of The Bridges, including public easements, deeds, franchise agreements, right-of-way permits authorizing uses for a duration greater than 30 days, speed studies, traffic studies, inspection reports, GIS data, and record drawings or construction drawings related to transferred facilities and properties within the annexed area. Kent may elect to provide original records or copies of records. Kent shall provide all records free of charge to Auburn. Kent shall not be required to provide any records created after the Annexation Effective Date unless and until requested by Auburn.

2. *Land use-related records.*

Within sixty (60) days of the Annexation Effective Date, or such other extension of time as Kent may request and Auburn may approve, which approval shall not unreasonably be withheld, Kent shall transfer to Auburn those records associated with development of the plat and the Planned Unit Development (PUD) and subsequent modifications maintained by Kent's Economic and Community Development Department and its Permit Center. This shall include, but not be limited to, project files related to SEPA, the plat, the PUD, critical area evaluations, variances, conditional use permits, floodplains, infrastructure, grading, and all associated amendments. Kent may elect to provide original records or copies of records. Kent shall provide all records free of charge to Auburn. Kent shall not be required to provide any records created after the Annexation Effective Date unless and until requested by Auburn.

3. *Building permit records.*

The City of Kent will be and remain the primary records custodian for any and all residential building permit records involving The Bridges processed by the City of Kent at any time before, during, or after the Annexation Effective Date. The City of Kent will be solely responsible to comply with all Secretary of State records retention requirements for building permit records. If Auburn requests any building permit records from Kent those records will be provided free of charge to Auburn.

4. *Code enforcement records.*

The City of Kent will be and remain the primary records custodian for any and all code enforcement records involving the City of Kent's code enforcement within the Bridges. The City of Kent will be solely responsible to comply with all Secretary of State retention requirements. If Auburn requests any code enforcement records from Kent those records will be provided free of charge to Auburn.

5. *Animal licensing records.*

Kent is a partner with Regional Animal Services of King County for animal services, including pet licensing. Under an interlocal agreement between King County and Kent, King County will provide upon request an extraction from its database of current pet license data files. These data files will include pets owned, owners, addresses, phone numbers, e-mail addresses, violations, license renewal status, and any other relevant or useful data maintained in King County's database on pets licensed within Kent. Within sixty (60) days of the Annexation Effective Date, Kent will request King County provide this database extraction for pet owners



residing within The Bridges, and Kent will provide this extraction to Auburn. Under the Kent-King County Animal Services interlocal agreement, the data extraction will be provided in an electronic format agreed to by Kent and King County. Kent and Auburn will coordinate with King County to facilitate the extraction and transfer of the data files to Auburn in an electronic format acceptable to Auburn.

6. *Other records.*

If Auburn requests any records from Kent related to this Agreement and its annexation of the Bridges, those records will be provided free of charge to Auburn.

7. *Records term.*

All obligations under this Section will be a continuing obligation and not subject to the 5 year term of this Agreement.

E. Development Permit Processing.

1. *Building Permit Applications Submitted Prior to Annexation Effective Date.*

Building permit applications submitted to Kent and paid for prior to the Annexation Effective Date will be reviewed by Kent, who shall be the agency responsible for the issuance of said building permits and for completing all building inspections until final building inspection approval is issued. The City of Kent shall retain all permit and plan review fees associated with said building permit applications.

2. *Building Permit Applications For Which Fees Not Timely Paid.*

Applications that are submitted to Kent prior to the Annexation Effective Date but for which application fees are not paid within two weeks from the date of the Effective Date shall be transferred to the City of Auburn for processing.

3. *Land Use Permit Applications*

Applications submitted and determined to be complete prior to the Annexation Effective Date will be reviewed by Kent, and a decision issued by the City of Kent. Kent shall treat such land use applications determined complete as vested to the Kent zoning and development standards in effect at the time that the application is determined to be complete. Applications submitted prior to the Annexation Effective Date that are determined to be incomplete, or for which no completeness determination was made prior to the Annexation Effective Date, shall be rejected by Kent and the applicant referred to the City of Auburn for application submittal and review. Appeals of any Kent land use decisions issued under this subsection II.E.3 shall be processed and decided by Kent through a final land use decision.

4. *Utility and Other Permit Applications*

a. *Sewer connections and repairs.* Auburn is the sewer utility provider in The Bridges prior to annexation and will remain the sewer utility provider after the Annexation Effective Date. Therefore, sewer utility application review,

issuance and fee collection are unchanged and not affected by this Agreement.

- b. *Water connections and repairs.* Kent is the water utility provider for the Annexation Area, including the PUD's future development tracts, prior to annexation and will remain the water utility provider after the Annexation Effective Date. Therefore, water utility connection application review, issuance and fee collection are unchanged and not affected by this Agreement.
- c. *Storm utility permits.* Applications determined to be complete prior to the Annexation Effective Date will be reviewed and decided by Kent. Associated fees shall be retained by the City of Kent and inspections completed by the City of Kent. Applications submitted prior to the Annexation Effective Date but determined to be incomplete, or for which a determination of completeness was not yet issued by the Annexation Effective Date, shall be rejected and referred to the City of Auburn for submittal, review, issuance, and payment. Within 1 week of the Annexation Effective Date, Kent will provide Auburn a list of all storm utility permit applications deemed complete prior to the Annexation Effective Date.
- d. *Utility or Minor Utility Work Permits.* Applications determined to be complete prior to the Annexation Effective Date will be reviewed and decided by Kent. Associated fees shall be retained by the City of Kent and inspections completed by the City of Kent. Applications submitted prior to the Annexation Effective Date but determined to be incomplete, or for which a determination of completeness was not yet issued by the Annexation Effective Date, shall be rejected and referred to the City of Auburn for submittal, review, issuance, and payment.
- e. *Right-of-Way Permits.* Applications determined to be complete prior to the Effective Date will be reviewed by Kent. Associated fees shall be retained by Kent and inspections completed by Kent. Applications submitted prior to the Annexation Effective Date but determined to be incomplete, or for which a determination of completeness was not yet issued by the Annexation Effective Date, shall be rejected and referred to the City of Auburn for submittal, review, issuance, and payment.

F. Utilities.

- 1. *Stormwater Facilities pre-transfer inspection.* Auburn has inspected the Stormwater Facilities and identified corrective and normal maintenance work, that has been completed by Kent.
- 2. *Stormwater Facilities Maintenance Prior to Annexation Effective Date.* Kent will continue to maintain the Stormwater Facilities consistent with the Kent City Code prior to the Annexation Effective Date. Prior to annexation, any deficiencies identified by the City of Kent, including through annual inspections, shall be corrected before transfer to the City of Auburn.

3. *Private Stormwater Facilities.* The private storm facilities as identified in Exhibit G ("Private Stormwater Facilities") will remain the responsibility of The Bridges Home Owner Association, which shall have full and complete responsibility for the operation, maintenance, repairs, and any improvements to the Private Stormwater Facilities, subject to all applicable permits for completion of such work.
4. *Potable Water Facilities.* Within 60 Days following the Agreement Effective Date Kent shall apply for a Water Franchise to operate its water system within the Annexation Area within the City of Auburn. Auburn shall allow for normal and continual operation of the Kent water system throughout the franchise application and negotiation process, subject to Kent obtaining the appropriate construction permits for any work to be completed within Auburn's right-of-way following the Annexation Effective Date. Kent's continual operation of the water system shall be subject to the indemnification provisions of this agreement, Section II.I, until Kent and Auburn execute a water franchise. Kent shall restore any portions of Auburn ROW Properties disturbed during Kent construction work on Kent's water system in compliance with the Auburn City Code and Auburn's Engineering Design and Construction Standards.

G. *Future Land Use Designation.*

Through separate City of Auburn Ordinance, the City of Auburn will adopt the comprehensive plan future land use designations and zoning designations for the Bridges consistent with Auburn City Code and all applicable law. The City of Auburn's future land use designation as part of the annexation is exempt from review under the State Environmental Policy Act provisions of Ch. 43.21C RCW.

H. *Environmental Liability.*

"Hazardous materials" as used in this section 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. Nothing in this agreement shall be deemed to waive any statutory claim for contribution that Auburn might have against Kent under federal or state environmental statutes that arises from hazardous materials deposited or released on the Public Stormwater System during Kent's period of ownership. Auburn may not, however, assert such a claim to the extent that Auburn creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of Auburn performing construction activities on, changing the configuration of, or changing the use of the Public Stormwater System.

1. If Auburn discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against Kent it shall immediately notify Kent in writing. 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.
2. In no event shall Kent be responsible for any costs associated with remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

I. Indemnification.

Kent shall indemnify and hold harmless Auburn and Auburn's 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 any rights or responsibilities pursuant to Kent's regulatory jurisdiction in The Bridges, or Kent's ownership of property and utilities within The Bridges, that occurred prior to the Annexation Effective Date. In the event that any suit based upon such a claim, action, loss or damage is brought against Kent, or Auburn and Kent, Kent shall defend the same at its sole cost and expense and, if final judgment be rendered against Auburn and its elected officials, officers, agents and employees or jointly against Auburn and Kent and their respective elected officials, officers, agents and employees, Kent shall satisfy the same.

Auburn shall indemnify and hold harmless Kent 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 any rights or responsibilities pursuant to Auburn's regulatory jurisdiction in The Bridges, or Auburn's ownership of property and utilities within The Bridges, that occur after the Annexation Effective Date. In the event that any suit based upon such a claim, action, loss or damage is brought against Kent, or Kent and Auburn, Auburn shall defend the same at its sole cost and expense and, if final judgment be rendered against Kent and its officers, agents and employees or jointly against Kent and Auburn and their respective officers, agents and employees, Auburn shall satisfy the same.

For a period of three 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 regulatory jurisdiction or ownership of property and utilities within The Bridges.

Each Party to this Agreement agrees that its obligations under this Section II.I 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 provisions of this Section shall survive the expiration or termination of this Agreement.

J. Offenses Occurring Prior to Annexation Effective Date.

All offenses defined by law as crimes, traffic infractions or civil infractions that occur within The Bridges annexation area prior to the Annexation Effective Date will be considered offenses within the jurisdiction of the City of Kent for the purposes of prosecution, court filing costs, payment of any fees or assessments associated with, financial responsibilities for jail services to the extent financial responsibility attaches, and any other corresponding case enforcement liabilities. All such offenses occurring on or after the Annexation Effective Date will be considered offenses within the jurisdiction of the City of Auburn for the purposes of prosecution, court filing costs, payment of any fees or assessments associated with, and financial responsibilities for jail services to the extent financial responsibility attaches.

K. Police Services.

At 12:01 a.m. on the Annexation Effective Date, Kent's responsibility for police service within The Bridges shall cease, and Auburn's responsibility shall commence. For purposes of this Section II.K, "police service" includes all police functions, services and obligations, including general authority law enforcement, animal control, and vehicle parking enforcement. The police chiefs of Kent and Auburn will work together to ensure a smooth transition plan and a continued partnership. Kent agrees to provide Auburn with any community contact lists that Kent may have regarding the Annexation Area upon request.

L. Valley Regional Fire Authority.

At 12:01 a.m. on the Annexation Effective Date, regional fire authority will be transferred to the Valley Regional Fire Authority.

M. Communication Strategy.

The City of Kent and the City of Auburn will work cooperatively to develop and deliver a communication strategy that seeks input from the diverse members of the community at all times prior to annexation.

N. Franchises.

Within sixty (60) days of the Annexation Effective Date, Kent shall transfer to Auburn all records associated with any franchises. This shall include, but not be limited to, applications, ordinances, and all maps showing franchise locations. Applications determined to be complete prior to the Annexation Effective Date will be reviewed and decided by Kent. For applications submitted prior to the Annexation Effective Date that have not been determined to be complete, the application shall be rejected by the City of Kent and the applicant referred to the City of Auburn for application submittal and review. Kent may elect to provide original records or copies of records. Kent shall provide all records free of charge to Auburn. Kent shall not be required to provide any records created after the Annexation Effective Date unless and until requested by Auburn.

O. All Prior Kent Ordinances Repealed Upon Annexation Effective Date.

Pursuant to RCW 35.10.320, the City of Auburn shall repeal all City of Kent ordinances effective at 12:01 a.m. on the Annexation Effective Date. Simultaneous to the repeal of all City of Kent ordinances, all City of Auburn ordinances and regulations will take effect at 12:01 a.m. on the Annexation Effective Date.

P. Miscellaneous.

1. *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.

2. *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.
3. *Filing.* A copy of this Agreement shall be filed with the Auburn and Kent City Clerks. Kent will record this Agreement with the King County Recorder's Office.
4. *Amendments.* No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. If it is later determined that a topic should have been addressed in this Agreement but was inadvertently overlooked, each agency authorizes its mayor to negotiate and sign an amendment to this Agreement without further approval being required by its respective legislative body.
5. *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.
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.
7. *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. *Authority.* Each individual executing this Agreement on behalf of each city represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City of Auburn or the City of Kent.
9. *Performance.* Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
10. *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.
11. *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.

CITY OF AUBURN

CITY OF KENT

\_\_\_\_\_  
Nancy Backus, Mayor  
Date:\_\_\_\_\_

\_\_\_\_\_  
Dana Ralph, Mayor  
Date:\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Shawn Campbell, City Clerk

\_\_\_\_\_  
Kimberley A. Komoto, City Clerk

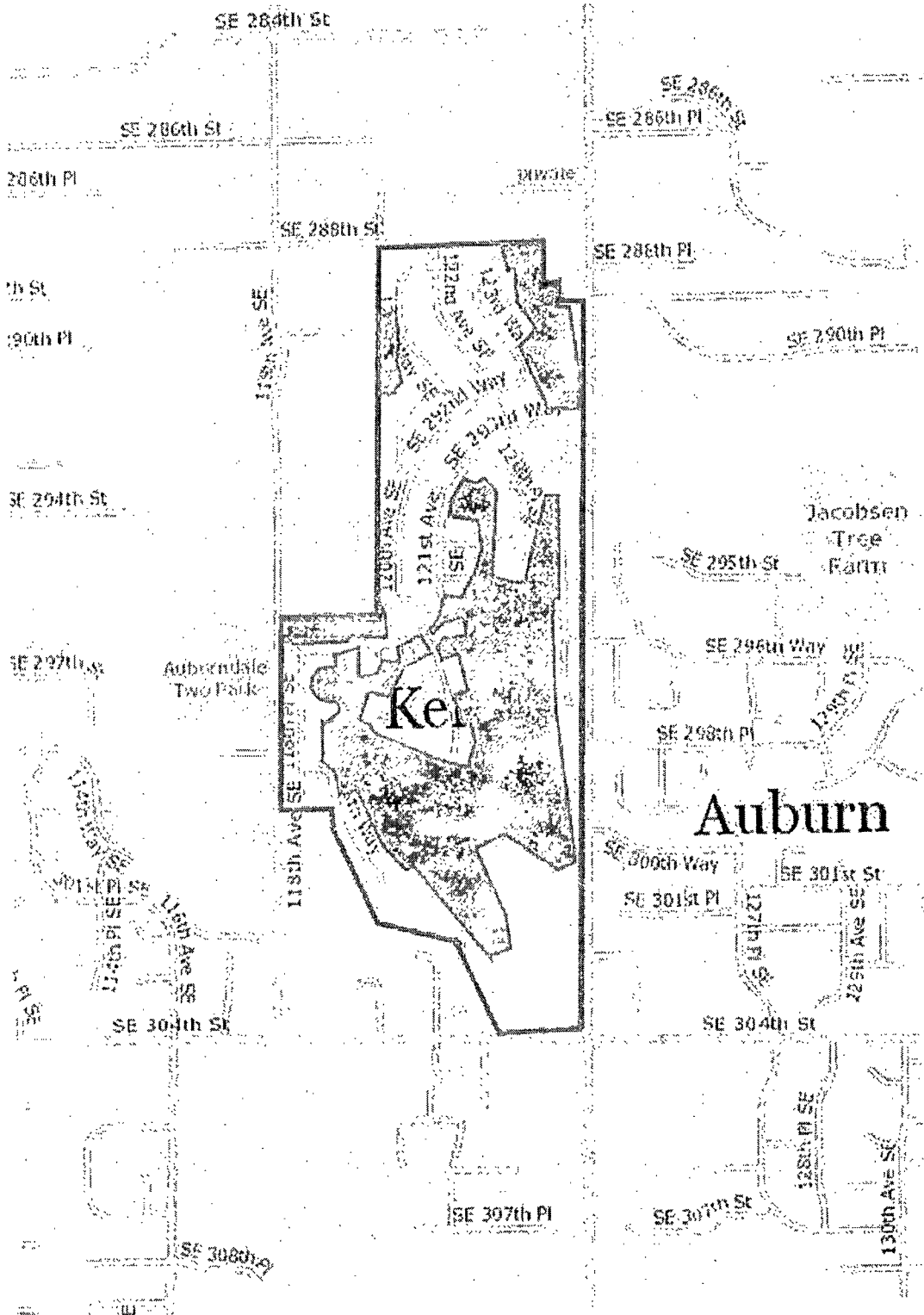
APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Harry Boesche, Interim City Attorney

\_\_\_\_\_  
Tammy White, City Attorney

**Exhibit A**  
Depiction of "The Bridges"





**Exhibit A-1**

Legal Description of "The Bridges"

BRIDGES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

**Exhibit B**

Legal Description of Open Space to Be Transferred to Non-Governmental Third-Party

TRACTS B, AND TT (DEPICTED ON SHEET 8), TRACT I (DEPICTED ON SHEET 12), AND TRACT Y (DEPICTED ON SHEET 19) OF BRIDGES, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

**Exhibit C**

Legal Description of Public Natural Areas Easement

AN EASEMENT FOR PUBLIC NATURAL AREAS ON THE PORTION OF TRACT PP (DEPICTED ON SHEET 19), TOGETHER WITH A 15.00 FOOT WIDE EASEMENT ON THE PORTIONS OF LOTS 131 THROUGH 135 INDICATED ON SHEET 2 OF BRIDGES, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

**Exhibit C-1:**  
Form Assignment of Public Natural Areas Easement

WHEN RECORDED RETURN TO:

City of Kent  
220 Fourth Avenue South  
Kent, Washington 98032  
Attn: City Clerk

Reference Number of Related Document: \_\_\_\_\_  
Assignor: City of Kent  
Assignee: \_\_\_\_\_  
Abbreviated Legal Description: \_\_\_\_\_  
Assessor's Tax Parcel No.: \_\_\_\_\_ STR: \_\_\_\_\_  
Project Name: \_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION OF EASEMENT**

This Assignment and Assumption of Easement is made between the City of Kent, a municipal corporation ("City" or "Assignor") and City of Auburn ("Assignee") with respect to that easement dated \_\_\_\_\_ and recorded in the official records of King County as Instrument No. \_\_\_\_\_ on \_\_\_\_\_ (the "Easement") under which the City is the grantee and \_\_\_\_\_ is the grantor.

A. The Easement states that the Assignor may assign and convey its rights thereunder to the Assignee without further consent of grantor being required.

B. Assignor wishes to assign all of its right, title and interest under the Easement to the Assignee and the Assignee wishes to accept and assume all of the right, title, and interest of Assignor under the Easement.

THEREFORE, in consideration of mutual benefits derived, Assignee and Assignor agree as follows:

1. Assignor grants, conveys and assigns, without covenant or warranty, to the Assignee all of Assignor's right, title, and interest in and to the Easement together with any improvements and appurtenances thereon owned by Assignor.

2. Assignee irrevocably accepts and assumes all right, title, and interest in and to the Easement and all obligations thereunder.

This Assignment shall be effective as of the later date written below and shall be recorded with the King County Recorder's Office.

ASSIGNOR:

CITY OF KENT

\_\_\_\_\_  
 By: Dana Ralph  
 Title: Mayor  
 Date: \_\_\_\_\_

STATE OF WASHINGTON    )  
   ) ss.  
 COUNTY OF KING            )

I certify that I know or have satisfactory evidence that **Dana Ralph** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Mayor** of the **City of Kent** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

*-Notary Seal Must Appear Within This Box-*

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
 (Signature)  
 NOTARY PUBLIC, in and for the State  
 of Washington, residing at \_\_\_\_\_  
 My appointment expires \_\_\_\_\_

ASSIGNEE:  
\_\_\_\_\_:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF WASHINGTON     )  
                                  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

-Notary Seal Must Appear Within This Box-

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**Exhibit D**

Legal Description of ROW Properties, Easements,  
and Road-Related Properties to Transfer to Auburn

THE SOUTH 26.00 FEET OF SE 288TH STREET AND ALL OF 122ND AVE SE, 122ND WAY SE, SE 293RD WAY, 121ST AVENUE SE, AND SE 296TH PLACE AS DEPICTED SHEETS 10 THROUGH 15, 18, AND 19 OF BRIDGES, A PLANNED UNIT DEVELOPMENT. ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.;

TOGETHER WITH AN EASEMENT FOR PUBLIC SIDEWALK OVER ALL OF TRACT DD AND TRACT EE (DEPICTED ON SHEETS 18 AND 19) OF SAID PLAT;

AND ALSO, THOSE PORTIONS OF LOTS 80, 90, 91, 96 (DEPICTED ON SHEET 15) OF SAID PLAT SHOWN AS "PUBLIC SIDEWALK EASEMENT";

TOGETHER WITH AN EASEMENT FOR PUBLIC PEDESTRIAN ACCESS FOR TRAILS AND PATHS WITHIN TRACT Q (DEPICTED SHEET 13), TRACT FFF (DEPICTED SHEET 15), TRACT X AND TRACT Y (DEPICTED ON SHEET 18) OF SAID PLAT;

AND ALSO, A PORTION OF LOT 33 OF SAID PLAT (DEPICTED ON SHEET 16)  
AND ALSO, THAT PORTION OF 123RD PLACE (BEING A PORTION OF TRACT GGG) LYING TO THE NORTH OF THE LINE COMMON TO LOTS 21 AND 22 OF SAID PLAT.

**Exhibit D-1:**  
Quit Claim Deed Form to  
Transfer Road and Road-Related Properties

**AFTER RECORDING RETURN TO:**

City of Kent  
Public Works Department  
Attn: Property Management  
220 Fourth Avenue South  
Kent, WA 98032

GRANTOR: City of Kent  
GRANTEE: City of Auburn  
LEGAL:  
TAX ACCT #  
REFERENCE: The Bridges Annexation

**QUIT CLAIM DEED**

The City of Kent, a Washington municipal corporation, as Grantor, for an in consideration of mutual benefits, pursuant to City of Kent Resolution No. \_\_\_\_\_ and that certain *Interlocal Agreement between the City of Kent and the City of Auburn Relating to the Annexation of the Bridges*, recording number \_\_\_\_\_, does hereby convey and quitclaim to the City of Auburn, a Washington municipal corporation, as Grantee, and Grantee does hereby accept, those certain real property interests legally described in the Attachment A, attached hereto and made a part of this Deed, together with any after-acquired title which the Grantor may acquire; SUBJECT TO all rights, conditions, covenants, obligations, limitations and reservations of record.

City of Kent	City of Auburn
_____ Dana Ralph, Mayor	_____ Nancy Backus, Mayor
Date	Date



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Dana Ralph** is the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute the instrument as the **Mayor** of the **City of Kent** and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that **Nancy Backus** is the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute the instrument as the **Mayor** of the **City of Auburn** and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

**Exhibit E**

Legal Description of Stormwater Facilities to Transfer to Auburn

TRACTS C, T, AND CC, ALSO ALL ITEMS AS LISTED AS NUMBER 3 UNDER THE EASEMENT LEGEND AS LOCATED ON BRIDGES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

ALL OF TRACT C (DEPICTED ON SHEET 11), TRACT T (DEPCITED ON SHEET 16) AND TRACT CC (DEPICTED ON SHEET 21) OF BRIDGES, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

TOGETHER WITH PUBLIC STORM DRAIN EASEMENTS UNDER AND OVER THE FOLLOWING:

THAT PORTION OF TRACT CCC OF SAID PLAT LYING TO THE NORTH OF THE SOUTHERLY MOST LINE COMMON TO TRACTS B AND C (DEPICTED ON SHEETS 10 AND 11);

AND ALSO, THAT PORTION OF TRACT GGG OF SAID PLAT LYING WITHIN 23.50 FEET ON EACH SIDE OF THE CENTERLINE OF 122ND PLACE SE PLUS THE ENTIRE CUL-DE-SAC AT THE SOUTHERLY END OF SAID 122ND PLACE SE (DEPICTED ON SHEETS 13 AND 16)

AND TOGETHER WITH THAT PORTION OF SAID TRACT GGG OF SAID PLAT (DEPICTED ON SHEETS 16 AND 17) LYING TO THE SOUTH OF THE WESTERLY EXTENSION OF A PARALLEL WITH AND 10.00 FEET TO THE NORTH OF THE SOUTH LINE OF LOT 21;

AND ALSO, THAT PORTION OF TRACT HHH OF SAID PLAT (DEPICTED ON SHEETS 18 AND 21) LYING WITHIN 23.500 FEET ON EACH SIDE OF THE CENTERLINE OF 121ST PLACE SE AND TO THE NORTH OF THE WESTERLY EXTENSION OF A LINE OF LINE PARALLEL WITH AND 5.00 FEET TO THE SOUTH OF THE SOUTH LINE OF LOT 100;

AND ALSO, THOSE PORTIONS OF TRACT A AND TRACT Q (DEPICTED ON SHEET 13), TRACT JJ, TRACT TT AND TRACT OO (DEPICTED ON SHEET 20), TRACT WW (DEPICTED ON SHEETS 17 AND 22) AND TRACTS NNN AND OOO (DEPICTED ON SHEET 25) OF SAID PLAT

AND ALSO, THOSE PORTIONS OF LOTS 20, 21, 41, 42 (DEPICTED ON SHEET 16) AND LOT 32 (DEPICTED ON SHEET 13) OF SAID PLAT.

**Exhibit E-1**

Quit Claim Form to Transfer Stormwater Facilities

**AFTER RECORDING RETURN TO:**

City of Kent  
Public Works Department  
Attn: Property Management  
220 Fourth Avenue South  
Kent, WA 98032

GRANTOR: City of Kent  
GRANTEE: City of Auburn  
LEGAL:  
TAX ACCT #  
REFERENCE: The Bridges Annexation

**QUIT CLAIM DEED**

The City of Kent, a Washington municipal corporation, as Grantor, for an in consideration of mutual benefits, pursuant to City of Kent Resolution No. \_\_\_\_\_ and that certain *Interlocal Agreement between the City of Kent and the City of Auburn Relating to the Annexation of the Bridges*, recording number \_\_\_\_\_, does hereby convey and quitclaim to the City of Auburn, a Washington municipal corporation, as Grantee, and Grantee does hereby accept, those certain real property interests legally described in the Attachment A, attached hereto and made a part of this Deed, together with any after-acquired title which the Grantor may acquire; SUBJECT TO all rights, conditions, covenants, obligations, limitations and reservations of record.

<b>City of Kent</b>	<b>City of Auburn</b>
<hr/> Dana Ralph, Mayor	<hr/> Nancy Backus, Mayor
Date	Date

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that **Dana Ralph** is the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute the instrument as the **Mayor** of the **City of Kent** and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that **Nancy Backus** is the person who appeared before me, and said person acknowledged that **she** signed this instrument, on oath stated that **she** was authorized to execute the instrument as the **Mayor** of the **City of Auburn** and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

**Exhibit F**

Legal Description of Water Utility Properties and Interest Retained by Kent

TRACT AAA, ALSO A PUBLIC WATER EASEMENT WITHIN TRACTS BBB, CCC, DDD, EEE, FFF, GGG, HHH, III, JJJ, AND KKK OF BRIDGES, A PLANNED UNIT DEVELOPMENT, ALSO THE WATERLINE EASEMENT RECORDED UNDER RECORDING NUMBER 20050401001754 AS SHOWN ON BRIDGES, A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.

**Exhibit G**

Legal Description of Private Stormwater Facilities that Remain with HOA

PRIVATE STORM DRAINAGE EASEMENTS LOCATED WITHIN TRACT B (DEPICTED ON SHEET 11), TRACTS H AND I (DEPICTED ON SHEET 12), TRACT Y (DEPICTED ON SHEETS 18 AND 19) TRACT TT (DEPICTED ON SHEETS 14 THROUGH 25),

AND ALSO, WITHIN LOTS 50 THROUGH 55, (DEPICTED ON SHEET 16)  
LOTS 57, 58, 65 THROUGH 75 (DEPICTED ON SHEET 13),  
LOTS 76 THROUGH 79 (DEPICTED ON SHEET 14),  
LOTS 87, 88, 93, 94, 183 THROUGH 201 (DEPICTED ON SHEET 15 AND 18),  
LOTS 216 THROUGH 232, 253 THROUGH 255 (DEPICTED ON SHEET 14),  
LOTS 258, 259, 261 THROUGH 263, 264, 265 DEPICTED ON SHEET 12),  
LOTS 326 THROUGH 330 (DEPICTED ON SHEET 10),  
LOTS 362 THROUGH 364 (DEPICTED ON SHEET 11),

OF BRIDGES, A PLANNED UNIT DEVELOPMENT ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 245 OF PLATS, PAGES 1 THROUGH 38, RECORDS OF KING COUNTY, WASHINGTON, LOCATED IN THE WEST HALF OF SECTION 4, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M.