

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
BERT L. COLE, Commissioner of Public Lands

INTERAGENCY AGREEMENT FOR  
USE OF STATE OWNED AQUATIC LANDS  
ADMINISTERED BY  
DEPARTMENT OF NATURAL RESOURCES

THIS AGREEMENT made this 2<sup>nd</sup> day of November 1973, by and between the State of Washington, acting through the Commissioner of Public Lands, hereinafter called the "State" and the King County Department of Parks hereinafter called the "Agency".

WITNESSETH: Whereas improvement of public access to aquatic lands is an established legislative policy, and in order to satisfy mutual public service objectives, the State hereby allocates without fee to the Agency, certain specified State owned aquatic lands for management for public use as hereby mutually agreed, for a term of 30 years from November 1, 1973, under the following conditions:

1. Management is consistent with Department of Natural Resources Public Use Policy attached hereto.
2. The Agency must continuously own or lease the abutting uplands.
3. The State reserves the right to grant easements and other land uses on the premises to itself and others, when the easement or other land uses applied for will not unduly interfere with the use to which the Agency is putting the premises, or interfere unduly with the approved plan of development for the premises.
4. In connection with use of the premises the Agency shall:
  - (a) Conform to applicable laws and regulations of any public authority affecting the premises and the use thereof, and correct at the Agency's own expense, any failure of compliance created through the Agency's fault, or by reason of the Agency's use.
  - (b) Remove no valuable material without prior written consent of the State.

- (c) Not fill or cause to be filled, any of the lands covered by this agreement without prior approval of the State.
  - (d) Install no improvements without approval of State.
5. The Agency may cancel this agreement at any time upon 30 days notice, provided that the Agency satisfied the State's requirements regarding the removal of improvements.
  6. Within six months of the date of termination of this agreement in whole or part, or within such longer period designated by the State, the Agency shall cause to be removed at its own expense, all improvements placed on the land as provided for under this agreement. In those cases where such action is not taken by the Agency, the State may remove the improvements charging said Agency for the full cost of the removal.
  7. This agreement or any portion thereof, may not be assigned nor may the lands held thereunder be sublet.
  8. The Agency, at its sole cost and expense, shall at all times keep, or cause all improvements (regardless of ownership) to be kept, in as good condition and repair as originally constructed or as hereafter put, except for reasonable current wear and tear.
  9. The Agency shall not allow debris or refuse to accumulate on any of the lands covered by said agreement, caused either by itself or any person authorized on the lands by the Agency. Failure to comply with this provision shall be cause to permit the State to remove the debris and refuse and collect the cost of such removal from the Agency and/or cancel this agreement.

10. The premises have been inspected by the Agency and are accepted in their present condition. Agency agrees to defend and hold State harmless from any and all claims suffered or alleged to be suffered on the premises, or arising out of operations on the premises.

The Agency expressly agrees to all covenants and conditions hereinbefore specified.

The lands included under this agreement are described as follows:

The unplatted shorelands of the first class and bed of Lake Washington, owned by the State of Washington, situate in front of, adjacent to, or abutting upon the north 330 feet of the south 730 feet of Government Lot 6, Section 6, Township 24 North, Range 5 East, W.M., lying west of a line parallel to and 290 feet distant east of the east line of said Government Lot 6, also

The unplatted shorelands of the first class and bed of Lake Washington, owned by the State of Washington, situate in front of, adjacent to, or abutting upon the south 75 feet of Government Lot 6, Section 6, and the bed of Lake Washington, situate in front of the north 80 feet of Government Lot 1, Section 7, all in Township 24 North, Range 5 East, W.M., lying west of a line parallel to and 155 feet distant east of the east line of said Sections 6 and 7, also

The bed of Lake Washington, owned by the State of Washington, situate in front of the south 310 feet of the north 540 feet of Government Lot 1, Section 7, Township 24 North, Range 5 East, W.M., lying west of a line parallel to and 130 feet distant east of the east line of said Government Lot 1.

Executed this 18<sup>th</sup> day of December, 1973.

STATE OF WASHINGTON  
Department of Natural Resources

By Bert L. Cole  
BERT L. COLE  
Commissioner of Public Lands  
Olympia, Washington 98504

Signed this 17<sup>th</sup> day of December, 1973.

KING COUNTY DEPARTMENT OF PARKS

By [Signature] Title

Room W-140, King County Courthouse  
Seattle, WA 98104

App. No. 9917  
db

[Signature]  
R. C. [Signature]  
PROOF READ [Signature]



Mr. Harold McNelly, Acting Chief, Asset Management  
King County Facilities Management Division  
Department of Executive Services  
500 4<sup>th</sup> Avenue  
Seattle, WA 98104

Mr. Richard M. Conrad, City Manager  
City of Mercer Island  
9611 Southeast 36<sup>th</sup> Street  
Mercer Island, WA 98040

Mr. Mark Mauren, Assistant Region Manager  
Washington State Department of Natural Resources  
950 Farman Avenue North  
Enumclaw, WA 98022

Subject: Amendment to Interagency Agreement No. 20-009917- Luther Burbank Park

To whom it may concern:

King County is in the process of transferring its interests in Luther Burbank Park, in its entirety, to the City of Mercer Island. Part of the park is located on state owned aquatic land. The uses that coincide with that portion of the park that is located on state owned aquatic lands are authorized by Interagency Agreement No. 20-009917 dated November 1, 1973 between the Washington State Department of Natural Resources acting on behalf of the State of Washington and the King County Department of Parks and Recreation acting on behalf of King County, which Interagency Agreement is attached hereto as Exhibit A.

This letter serves to amend the Interagency Agreement to affect the transfer of interests held by King County to the City of Mercer Island.

The parties listed below agree that, regarding the above-referenced Interagency Agreement:

1. The City of Mercer Island shall hereinafter be substituted for the King County Department of Parks as the "Agency".
2. The City of Mercer Island, acting as the "Agency" shall benefit from and be subject to all applicable terms and conditions of the Agreement.

Amendment to Interagency Agreement 1 of 4

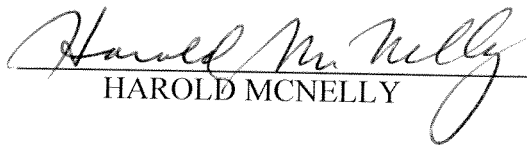
No.20-009917

3. The City of Mercer Island and the Washington State Department of Natural Resources agree to enter into negotiations for a lease of state owned aquatic lands that will take the place of this Interagency Agreement which expires on November 1, 2003.

This amendment shall be effective on the date it is executed by all parties.

**KING COUNTY**

Dated: December 30, 2002

By:   
HAROLD MCNELLY

Its: Acting Chief, Asset Management

**CITY OF MERCER ISLAND**

Dated: December 30, 2002

By:   
RICHARD M. CONRAD

Its: City Manager

**STATE OF WASHINGTON DEPARTMENT  
OF NATURAL RESOURCES**

Dated: 1/3, 2003

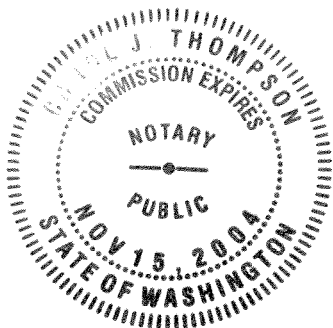
By:   
MARK MAUREN

Its: Assistant Region Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that HAROLD McNELLY is the person who appeared before me, and is the Acting Chief of Asset Management of KING COUNTY. I further certify that said person acknowledged the foregoing instrument to be his free and voluntary act for the uses and purposes mentioned in the instrument, and on oath state that he is duly authorized to execute and acknowledge said instrument.

DATED: December 30, 2002

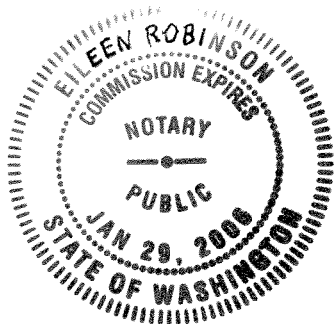


Carol J. Thompson  
Carol J. Thompson  
(Type/Print Name)  
Notary Public in and for the State of Washington  
residing at: Seatac  
My Commission Expires: 11-15-04

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that RICHARD M. CONRAD is the person who appeared before me, and is the City Manager of the CITY OF MERCER ISLAND. I further certify that said person acknowledged the foregoing instrument to be his free and voluntary act for the uses and purposes mentioned in the instrument, and on oath state that he is duly authorized to execute and acknowledge said instrument.

DATED: December 30, 2002



Eileen Robinson  
Eileen Robinson  
(Type/Print Name)  
Notary Public in and for the State of Washington  
residing at: Federal Way  
My Commission Expires: 1-29-06

STATE OF WASHINGTON )  
  ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that MARK MAUREN is the person who appeared before me, and is the Assistant Region Manager of the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES. I further certify that said person acknowledged the foregoing to be the free and voluntary act of the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES for the uses and purposes mentioned in the instrument, and on oath stated that he is duly authorized to execute and acknowledge said instrument.

DATED: 1/3/03

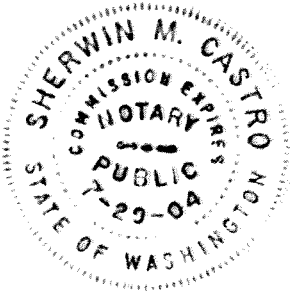
*Sherwin M. Castro*  
\_\_\_\_\_

SHERWIN M. CASTRO  
\_\_\_\_\_

(Type/Print Name)

Notary Public in and for the State of Washington  
residing at: Federal Way

My Commission Expires: 7/29/04



**SECOND AMENDMENT  
TO  
INTERAGENCY AGREEMENT NO. 20-009917 – LUTHER BURBANK PARK**

This Second Amendment ("Amendment") is dated effective this 2<sup>nd</sup> day of November, 2003, and is entered into by and between the City of Mercer Island, a Washington municipal corporation ("City"), and the State of Washington, acting through the Washington State Department of Natural Resources ("DNR").

A. DNR and King County entered into that certain Interagency Agreement for Use of State Owned Aquatic Lands on November 2, 1973 ("Interagency Agreement")

B. On January 3, 2004, King County, DNR and the City entered into an Amendment to the Interagency Agreement providing for the assignment of the Interagency Agreement from King County to the City (First Amendment).

C. The Interagency Agreement was for an initial term of thirty (30) years and will terminate on November 1, 2003 unless extended through written agreement of the parties.

D. The City and DNR desire to amend the Interagency Agreement to continue the parties' obligations under the Interagency Agreement and the First Amendment for an additional period of ten (10) years, by extending the term of the Interagency Agreement.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. Term/Termination. The Interagency Agreement shall be amended to extend the term of the Agreement until November 1, 2013.

2. Full Force and Effect. All other terms and conditions of the Interagency Agreement and First Amendment not modified by this Amendment shall remain in full force and effect.



DATED this 13<sup>th</sup> day of ~~October~~ <sup>November</sup>, 2003

**DNR:**

STATE OF WASHINGTON DEPARTMENT  
OF NATURAL RESOURCES]

By:



Mark Mauren  
Assistant Region Manager

South Puget Sound Region  
950 Farman Ave. N.  
Enumclaw, WA 98022-9282

**CITY:**

CITY OF MERCER ISLAND

By:



Richard M. Conrad  
City Manager

9611 – S.E. 36<sup>th</sup> St.  
Mercer Island, WA 98040  
Staff Contact: Pete Mayer, Parks Director

APPROVED AS TO FORM:



Londi K. Lindell, City Attorney

S:\CITYATTY\FORMS\Amend Term only.doc