

**35TH AVENUE COMMUNITY/REGIONAL PARK  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made by and between the City of Mill Creek, a Washington municipal corporation, hereinafter referred to as CITY and Snohomish County, a Washington municipal corporation, hereinafter referred to as COUNTY, to pursue the acquisition of park land as set forth below.

**WHEREAS**, the City of Mill Creek and Snohomish County have recently adopted Parks and Open Space Elements for their respective comprehensive plans (collectively "park plans") that identify a deficient supply of active park lands within the jurisdictions; and

**WHEREAS**, each jurisdictions' park plan encourages coordination between and joint ventures among jurisdictions to acquire and develop active parks and other fields for soccer, baseball, tennis, softball and other uses to serve the existing and projected recreational needs of the population; and

**WHEREAS**, the City and County have adopted capital facility plans and programs that identify funding sources for the acquisition and development of existing and future park lands; and

**WHEREAS**, it is in the economic interest of both jurisdictions to avoid duplication of facilities and make efficient use of each jurisdictions' limited financial resources by sharing in the costs of planning, design, acquisition and development of park sites that will provide park and recreation services to the citizens of both jurisdictions; and

**WHEREAS**, both jurisdictions have identified land parcels within the general 35th Avenue/Seattle Hill Road area that meet the location criteria identified in their park plans for community/regional parks and the legislative bodies have directed their staffs to pursue the acquisition of such parcels; and

**WHEREAS**, the joint acquisition of park lands requires the determination of proportional ownership, payment, maintenance, security, liability, planning, programming and other management needs and uses that would be acceptable to legislative bodies of both jurisdictions; and

**WHEREAS**, this memorandum is intended to set forth the process and framework for joint acquisition, development and maintenance of certain park lands.

**NOW, THEREFORE, BE IT UNDERSTOOD THAT THE CITY OF MILL CREEK AND SNOHOMISH COUNTY AGREE TO UNDERTAKE THE FOLLOWING:**

Section 1. The City and County shall jointly prepare a Real Estate Purchase and Sale Agreement to acquire joint fee simple ownership of parcel 092705-3-014-0003 (20 acres), commonly known as the McGinty property, and parcel 092705-3-013-0004 (20 acres), commonly known as the Weeks property, for the purpose of developing a regional park. The parties shall attempt to negotiate a fixed price agreement with a 90 day "backout" provision.

Section 2. The title and ownership of, and payment for, said parcels shall, if acquired, be allocated to the City and the County in the following proportions: the City shall own and pay for twenty-five percent (25%), and the County shall own and pay for seventy-five percent (75%) of the entire land area contained in both parcels. Any change in this percentage shall be made by agreement of the parties. Absent an agreement to the contrary, the parties shall hold undivided interests as tenants in common.

Section 3. The purchase price, proportional payments, and other terms and conditions of the acquisition shall be set forth in a separate Real Estate Purchase and Sale Agreement, to be developed pursuant to section 1; provided that the financial obligations of the purchase shall be allocated in accordance with the parties respective percentages set forth in Section 2; the parties shall cooperate in the selection and pursuit of a remedy in the event of default by the sellers; and the parties shall give the other timely notice of any event which will reasonably tend to result in default by either of the parties.

Section 4. The City and County shall co-sponsor and submit applications to the State of Washington Interagency Committee for Outdoor Recreation for acquisition and development funds. Snohomish County shall be lead agency in preparing and submitting grant applications, including retro-activity status for reimbursement of acquisition costs.

Section 5. The City and County shall participate equally in the master planning and design process of the regional park, and in related public involvement. The public involvement process shall include pre-acquisition meetings and shall afford the citizens of the City and the County the opportunity to participate in determining the design, use and

facilities of the park. Snohomish County shall be responsible for permit processing for subsequent park development plans.

Section 6. The ongoing operation, programming and maintenance responsibilities for the regional park shall be determined by both parties following execution of the Purchase and Sale Agreement set forth above. An interlocal agreement shall be prepared that specifies the operation, programming and maintenance responsibilities of the parties, together with any other matters or responsibilities needed to facilitate operation of a regional park.

Section 7. In the event that the parties cannot negotiate a purchase and sale agreement with the current owners of the parcels, or cannot otherwise acquire the contemplated property, this Memorandum of Understanding shall be of no further effect.

EXECUTED this 28<sup>th</sup> day of March, 1995.


SNOHOMISH COUNTY:

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Robert J. Drewel, County Executive

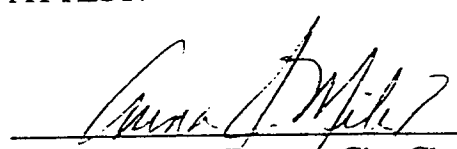
APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney

CITY OF MILL CREEK:

  
\_\_\_\_\_  
Debra S. Tarry, Acting City Manager

ATTEST:

  
\_\_\_\_\_  
Anna J. Miles, Deputy City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
SHORT, CRESSMAN & BURGESS

