

**INTERLOCAL AGREEMENT BETWEEN KING COUNTY  
AND THE CITY OF SAMMAMISH  
FOR THE PROVISION OF SURFACE WATER SERVICES  
AND TRANSFER OF DRAINAGE FACILITIES AND PROPERTY INTERESTS**

This Agreement is hereby entered into by King County and the City of Sammamish ("City" or "Sammamish"), a municipal corporation, hereinafter referred to collectively as the "Parties," to provide the terms under which King County shall provide surface water management and drainage services to Sammamish and shall transfer the responsibility for and ownership of the drainage systems within the municipal boundaries of the City from the County to the City.

WHEREAS, the City of Sammamish (hereinafter "Sammamish" or "City") recognizes the need for comprehensive surface water management and drainage services to preserve and protect the environment, public and private property, and the health and welfare of its citizens, and

WHEREAS, the City has the legal authority for a surface water management and drainage services program financed by a service charge on developed properties, and

WHEREAS, King County has an established program of services to address the management of storm and surface water runoff and other water resource-related functions, and

WHEREAS, through an interlocal agreement, King County is able to provide surface water management (SWM) and drainage services to Sammamish's residents and property owners, and the City wishes King County to provide these services, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the parties hereto agree as follows:

I. Purpose of the Agreement

The purpose of this Agreement is to establish the terms and conditions under which (1) King County will provide the City of Sammamish with SWM-related and drainage-related services and by which King County will act as Sammamish's agent in the billing and collection of the City's SWM service charge; and (2) King County will transfer to Sammamish, in perpetuity, ownership of and responsibility for drainage facilities and drainage-related property interests within the Sammamish municipal boundaries.

II. Administration

- A. King County and Sammamish will each designate an Administrator to coordinate on an as-needed basis to ensure compliance with the terms of this Agreement and to promote the efficient delivery of services.
- B. Any conflict that cannot be resolved by the Administrators will be referred to the King County Water and Land Resources Division (WLRD) Director and the City Manager for final resolution.

III. Service Provision Responsibilities

- A. As of the date of execution of this Agreement, King County will, on an ongoing basis, provide the SWM-related and drainage related services as outlined in sections A., B. and C. of Exhibit One, attached to Agreement and incorporated herein and made a part hereof.
- B. As of the date of execution of this Agreement, Sammamish's surface water service charge rate structure is as set forth in Exhibit Two, attached to this Agreement and incorporated herein and made a part hereof. This rate structure may be modified as follows: If an any calendar year the City elects to change its service charge rate structure for the following calendar year, it will notify the County of the new structure at least 60 days prior to the beginning of the new calendar year, thereby providing sufficient time for the County to make necessary adjustments to the billing system.
- C. Adjustments to Services Provided  
Sammamish may request adjustments in the services that are outlined in sections A., B. and C. of Exhibit One. Any such service adjustments will be requested in writing by the City and must be approved in writing by the King County Administrator.
- E. Additional Services to be Provided  
Pursuant to Exhibit One Section D., Sammamish may request that King County provide additional SWM-related services not addressed in Exhibit One Sections A., B. or C. Any additional services that King County is asked to provide will be documented in a specific scope of work that is approved in writing by the Administrators.

- F. King County's responsibility under the service provisions of Articles III., IV., and V. of this Agreement is to provide the surface water management and drainage services described in Exhibit One as a matter of contractual obligation, and does not extend to any other provision of services beyond those described in Exhibit One.

IV. Financial Arrangements for SWM-Related Services

A. Surface Water Service Charge Revenue Collection and Disbursement

1. King County will bill Sammamish's surface water service charge to property owners within the City using the King County Property Tax and Drainage Billing Statement.
2. King County will collect and distribute to Sammamish the revenue received from properties within the City for the surface water service charge through the use of the County's combined Property Tax and Drainage Billing Statement.
3. King County will hold revenues collected for Sammamish in a separate account and will disburse the revenue to the City on each business day.
4. King County will provide the City with information about delinquent accounts.
5. Sammamish will pay the County for billing, revenue collection and disbursement as set forth in Exhibit One and as provided for in No. 6 immediately below.
6. Estimated annual costs for billing and revenue collection services are outlined in Exhibit One. Sammamish will pay the County for billing, revenue collection and disbursement services as follows:
  - a) Sammamish will pay an annual per-account fee for surface water management service charge billing, customer database management, and customer service. The fee for 2006 is estimated at one dollar and twenty six cents (\$1.17) per account. King County may adjust the fee annually, based on staff and overhead cost changes authorized in the adopted King County annual budget.
  - b) Pursuant to RCW 84.56.035, Sammamish will pay the County a flat one percent (1%) of all revenue collected by the County for Sammamish under the terms of this Agreement. This charge is separate and distinct from and is in addition to the per-account fees.

B. Service Costs

1. Estimated annual costs for surface water management and drainage services are shown in Exhibit One. Cost estimates and actual costs (as reflected in quarterly service invoices) account for direct services plus administrative overhead charges, as required by King County Council Motion No. 8689.
2. Costs shown in Exhibit One are estimated for the area within the municipal boundaries of the City of as it exists as of the effective date of this Agreement. Estimated and actual costs may increase should Sammamish annex further land areas and request the County to provide surface additional water management and drainage services in these areas.
3. Adjustments to the type and level of service and cost of surface water management and drainage services are subject to the annual budget processes of King County and Sammamish. Costs for each year will reflect applicable adjustments such as cost of living increases adopted by the King County Council.

C. Billing and Payment

1. King County will invoice Sammamish quarterly for the actual cost of providing surface water management and drainage services. Actual costs billed may vary from estimated costs.
2. Sammamish will pay King County for billed amounts within 45 days after receipt of the invoice. Interest may be assessed on amounts that are unpaid after 45 days.

V. Transfer of Drainage System Ownership and Responsibility

A. Sammamish Responsibilities

1. On the effective date of this Agreement, the City shall assume full and complete responsibility for the operation, maintenance, repair, and any subsequent improvements to the drainage facilities and drainage-related property interests identified and listed in Exhibits Three and Four, attached to this Agreement and incorporated herein and made a part hereof, and all liability arising from such responsibilities. Responsibilities include all financial responsibilities, including but not limited to financial responsibility for materials, construction, personnel, payroll, and purchasing costs. The Parties acknowledge that prior to the

execution of this Agreement Sammamish assumed operation and maintenance responsibility for the facilities listed on Exhibit Three; such responsibility was assumed on the date of annexation of the land on or in which the facility is located or on the date of acceptance of the facility for maintenance upon construction completion, as applicable to each facility.

2. The City agrees to operate and maintain the drainage facilities and drainage-related property interests listed in Exhibits Three and Four in accordance with their design specifications and at a minimum to the same maintenance standards as those set forth by King County in the adopted King County Surface Water Design Manual in order to ensure that the local and watershed-wide effects of said facilities shall not be diminished.
3. The City will abide by and enforce all terms, conditions, reservations, restrictions, and covenants to title.
4. In the event legal action is brought or threatened against King County, or King County and the City jointly, with regard to the facilities or property interests listed in Exhibits Three and Four, the City will provide King County access to all relevant information that is maintained by the City in connection with the facilities, easements and properties listed on Exhibits Three and Four following transfer.
5. The City will consult with King County prior to the destruction of any documentation associated with the facilities and/or properties listed in Exhibits Three and Four for a period of seven (7) years from the date of this Agreement.
6. The City accepts the facilities and property interests listed in Exhibits Three and Four "as is." The County makes no warranties either express or implied concerning such facilities, easements and properties other than as set forth in this Agreement.

B. King County Responsibilities

1. On the effective date of this Agreement, or as soon as possible thereafter, King County shall convey to the City by deed the County-owned drainage easements and property interests listed in Exhibit Four, subject to all rights, conditions, covenants, obligations, limitations and reservations of record for such property interests.
2. On the effective date of this Agreement, King County hereby transfers to the City all responsibility for the operation, maintenance, and repair for the drainage facilities identified in Exhibit Three attached hereto.
3. King County shall furnish the City with a list of any and all contracts or other agreements, rights, obligations, restrictions or dedications related to the operations, conditions, ownerships or use of the conveyed property interests. King County will provide the City a copy of each such contract, agreement, right, obligation or restriction to the extent known and available to King County.
4. King County will provide the City, at the earliest opportunity, copies of all warranties, maps, titles, "as built," maintenance logs and records, maintenance and performance standards, and any and all other records related to the facilities and property interests listed on Exhibits Three and Four, to the extent known and available to King County, which have not been previously provided to the City.
5. In the event legal action is brought or threatened against the City, or against both the City and the County, with regard to the facilities or property interests, listed in Exhibits Three and Four, King County agrees to provide the City access to all relevant information that is maintained by the County in connection with such facilities, easements and properties.

B. Both Parties

1. Both parties will make staff available to identify and review any additional County-owned drainage facilities or property interests that should appropriately be conveyed to the City at some future time. Such facilities and property interests include those located in areas that are annexed to the City in the future and those for which the County's facility acceptance process has not yet been completed. Additional County-owned drainage properties or property interests shall be

transferred to the City pursuant to this Agreement and upon County approval, including, where needed, the adoption of an ordinance authorizing the transfer of King County owned drainage properties. The transfer of responsibility for drainage facilities shall be documented in writing, including specific facilities transferred and the date of transfer and such documentation signed by the appropriate City representative and the WLRD Director.

2. The records related to matters covered by this Agreement are subject to inspection, review or audit by King County or the City at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
3. Nothing contained in this Agreement shall be construed as affecting or altering any rights or obligations, terms or conditions contained in any existing service and/or maintenance agreement(s) by and between King County and the City of Sammamish.

#### VI. Financial Arrangements for Surface Water Capital Project Debt Service

Pursuant to RCW 36.89 and K.C.C. 9.08.020 F.1., payments to repay two issues of bonded indebtedness incurred by King County to construct surface water management capital facilities prior to the City's incorporation are to be made to King County until the retirement of the debt. Payments are due for all developed properties that were within the city limits at the time of the incorporation. Amounts to be repaid are calculated according to a specific formula that is adjusted each year; the annual debt service amount is approximately \$94,000. A portion of the debt will be retired in 2017 and the remainder will be retired in 2019. The City agrees that amounts owing will be paid from its annual surface water management fees and that it will collect sufficient revenues from these fees to pay the bonded indebtedness obligation.

#### VII. Effectiveness, Termination and Amendment

- A. This Agreement shall become effective upon signature by both Parties and shall renew automatically from year to year subject to the provisions of Section VII.B. of this Agreement.

- B. This agreement may be terminated by either party for any reason upon provision of ninety (90) days written notice to the other party, except that in order to terminate surface water service charge revenue collection and disbursement services one hundred eighty (180) days written notice must be provided.
- C. Notwithstanding termination of this Agreement, all facilities, easements and properties transferred pursuant to this Agreement shall remain in the ownership of the City, unless the County consents to accept said facilities and properties in writing, as approved by the King County Council.
- D. This Agreement may be amended, altered, or clarified only by written agreement of the parties hereto, and may be supplemented by addenda or amendments which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and upon execution shall be incorporated herein and made a part hereof.
- E. This Agreement is a complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.

#### VIII. Indemnification and Hold Harmless

- A. Subject to the provisions of Subsection V.A.6. of this Agreement, King County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages, which are caused by or result from a negligent action or omission of King County, its officers, agents and employees in performing its obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and King County, King County shall defend the same at its sole cost and

expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and King County and their respective elected officials, officers, agents and employees, King County shall satisfy the same.

- B. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
- C. The City shall indemnify and hold harmless King County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages, which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- D. 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 facilities, easements and properties identified in Exhibits Three and Four of this Agreement.
- E. Each party agrees that its obligations under this subparagraph 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, 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.

F. The indemnifications provided for in this Article shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day of September 26, 2007.

Approved as to Form

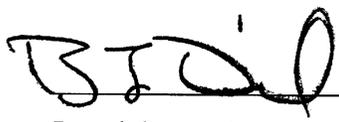
KING COUNTY:

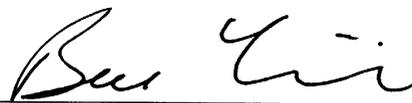
  
\_\_\_\_\_  
Deputy Prosecuting Attorney

  
\_\_\_\_\_  
King County Executive

Approved as to Form

CITY OF SAMMAMISH:

  
\_\_\_\_\_  
Legal Counsel

  
\_\_\_\_\_  
City Manager

**City of Sammamish**  
**Description of Surface Water Related Services and Estimated Costs**

**A. Drainage System Maintenance Services**

- Inspection of regional, residential, and commercial drainage facilities for maintenance needs. Regional and commercial facilities are inspected once annually. Residential inspections are scheduled based on an annual “phased” inspection analysis to determine which facilities need of inspection.
- Preparation of work authorizations for residential and regional facilities based on inspection results. Work authorizations are submitted to the City for review and approval prior to submittal to King County Department of Transportation (DOT), Roads Services Division, for completion.
- Completion of maintenance work identified through annual inspections; tracking of/reporting on completed work. Provide technical assistance to resolve questions from crews. Administer work scheduling with DOT crews.
- As requested, additional inspections to assess regional and residential facility conditions after major storm events; preparation and completion of work authorizations as needed.
- Provide after-hours response during urban flooding situations DOT is primary responder; WLRD staff are contacted to respond as deemed appropriate by Roads).
- Preparation of Maintenance Correction Letters for commercial facilities, issuance to private property owners for their completion and maintenance, and processing of surface water service charge discounts for those property owners who certified completion of maintenance.
- Twice-annual mowing of facility grounds for facilities on “mow list.”
- Response to/assistance toward resolution of complaints/inquiries regarding facilities; preparation/completion of special work authorizations for regional and residential facilities where indicated. (Mowing schedule can be adjusted based on City preferences).
- Technical review and inspections for acceptance of new facilities: inventory new facilities as they are accepted; add to the Management Information System database; include in annual inspection schedule.
- Update and maintain all facility file information and Management Information System database.
- Maintenance/defect (M/D) bond inspection and administration for new facilities: perform quarterly inspections of drainage facilities covered by a two-year M/D bonds; coordinate completion of corrections by developer and recommend maintenance acceptance of public improvements at the end of the two-year period.

Estimated Annual Cost (based on current facility inventory 20 regional, 255 residential, and 73 commercial facilities)	\$338,000
---	-----------

**B. Drainage Investigation and Response**

- As complaints/inquiries are referred by the City, technical response to/assistance toward resolving complaints/inquiries received for drainage and water quality problems.

Estimated Annual Cost (based on 2005 activity)	\$1,000
--	---------

**City of Sammamish  
Description of Surface Water Related Services and Estimated Costs**

**C. Surface Water Service Charge Billing/Customer Service/Revenue Collection**

- Billing of Sammamish surface water service charge on King County property tax statement
- Response to inquiries from customers on service charge issues; adjustments to customer accounts where appropriate (includes any necessary site visits to property verify characteristics).
- Collection of surface water service charge revenues and daily electronic transfer of funds to Sammamish (service performed by King County Department of Finance)

Estimated Annual Cost	
Billing/Customer Service (based on \$1.17 per account billing fee/14,112 accounts)	\$16,511
Revenue Collection ((based on 1% of estimated annual private SWM service charge billings of 2,282,762 in 2006)	\$22,828

**D. Technical Services**

Technical Services provided per specific scopes of work upon authorization by the City. Such services may include, as provided under previous agreement, technical services related to scientific monitoring and management of lakes in the City. Costs are estimated based on the specific scope of work.

### City of Sammamish Surface Water Management Service Charge Rates

There are two types of service charge: the flat rate and the sliding rate.

- The flat rate service charge of \$150 applies to single family homes and parcels with 10% or less impervious surface.
- The sliding rate service charge applies to all other properties in the City. The sliding rate is calculated by measuring the amount of impervious surface on each parcel and multiplying the appropriate rate by the total parcel acreage.

Rate Category	Percent Impervious Surface	Annual Service Charge (\$)
Residential/single family home	N/A	150
Very Light	Less than or equal to 10%	150
Light	Greater than 10%, less than or equal to 20%	350
Moderate	More than 20%, less than or equal to 45%	725
Moderately Heavy	More than 45%, less than or equal to 65%	1,385
Heavy	More than 65%, less than or equal to 85%	1,770
Very Heavy	More than 85%, less than or equal to 100%	2,320

Surface Water Management Facilities for Transfer to City of Sammamish

Exhibit Three

Facility Number	Facility Name	Address	Easement?	Right-of-Way?	Owned Tract?	Tract
D92731	AAA 2YR BOND Arbors at Pine Lake	401 210th Pl SE	Y	N	N	A
D92585	AAA 2YR BOND Ashton Woods, Tr C	815 198th Pl SE	N	N	Y	
D92652	AAA 2YR BOND Autumn Meadows Tr B	3522 211th Pl SE	N	N	Y	B
D92703	AAA 2YR BOND Beaver Lake Park	25500 SE 30th St	Y	Y	Y	E
D92595	AAA 2YR BOND Burke SP L96S0049-50	22601 SE 16th Pl	Y	Y	Y	A
D92531	AAA 2YR BOND Cascade Sunrise Tr A	1738 232nd Ave NE	Y	N	Y	A
D92532	AAA 2YR BOND Cascade Sunrise Tr B	1701 232nd Ave NE	N	N	Y	B
D92638	AAA 2YR BOND Columbia at Sammamish Highlands	24024 NE 22nd St	Y	N	N	B
D92524	AAA 2YR BOND Highland Creek Estates Div II	4449 229th Pl SE	N	N	Y	B
D92648	AAA 2YR BOND Highland Ridge Tr D	4715 229th Pl SE	N	N	Y	D
D92605	AAA 2YR BOND Horseshoe Acre	1620 216th Ave NE	Y	N	N	X
D92600	AAA 2YR BOND Joy Luck	19655 SE 8th St	Y	N	N	A
D92599	AAA 2YR BOND Kirk SP S92S0070	39XX 199th Ave NE	N	N	Y	Z
D92730	AAA 2YR BOND Ming Square	23499 NE 8th St	N	N	Y	A
D92621	AAA 2YR BOND Owen SP L98S0033	3315 228th Ave SE 2818 E Lk Sammamish Pkwy	N	Y	N	
D92596	AAA 2YR BOND Schlepp/Garrett SP	NE	N	Y	N	
D92756	AAA 2YR BOND Seneca aka Witts End	1514 225th Pl SE	Y	N	Y	A
D92757	AAA 2YR BOND Seneca aka Witts End	1514 225th Pl SE	Y	N	Y	A
D92583	AAA 2YR BOND Sterlingwood Ph 1	2201 204th Pl NE	N	N	Y	N
D92667	AAA 2YR BOND The Glen at Redford Ranch	22520 SE 14th Pl	Y	N	Y	A
D92742	AAA 2YR BOND The Greens at Beaver Crest Tr A	300 240th Pl SE	N	N	Y	A
D92743	AAA 2YR BOND The Greens at Beaver Crest Tr H	100 239th Wy SE	N	N	Y	H
D92744	AAA 2YR BOND The Greens at Beaver Crest Tr K	21 239th Wy SE	N	N	Y	K
D92745	AAA 2YR BOND The Greens at Beaver Crest Tr N	303 238th Ave SE	N	N	Y	N
D92668	AAA 2YR BOND The Meadow at Redford Ranch	1201 225th Pl SE	Y	N	Y	D
D92708	AAA 2YR BOND The Trossachs Div 7, Tr B, Pond P	26700 SE 12th Ct	N	N	Y	B
D92709	AAA 2YR BOND The Trossachs Div 7, Tr D, Pond N	900 Trossachs Blvd SE	N	N	Y	D
D92741	AAA 2YR BOND The Vistas at Beaver Crest Tr C	167 241st Pl SE	N	N	Y	C
D92611	AAA 2YR BOND Three Willows Div 2, Tr Z	7XX SE 239th Ln	Y	Y	Y	Z
D92609	AAA 2YR BOND Three Willows	421 237th Ave SE	N	N	Y	Y
D92610	AAA 2YR BOND Three Willows Tr E	237XX SE 8th St	N	N	Y	E
D92542	AAA 2YR BOND Timberline Ridge Ph 1 Tr J&L	20413 NE 31st St	N	N	Y	J
D92696	AAA 2YR BOND Timberline Ridge Ph II	20500 NE 33rd St	Y	N	N	Q

Surface Water Management Facilities for Transfer to City of Sammamish

Exhibit Three

Facility Number	Facility Name	Address	Easement?	Right-of-Way?	Owned Tract?	Tract
D92697	AAA 2YR BOND Timberline Ridge Ph II	20500 NE 33rd St	Y	N	N	Q
D92698	AAA 2YR BOND Timberline Ridge Ph II	20500 NE 33rd St	Y	N	N	L, X
D92699	AAA 2YR BOND Timberline Ridge Ph II	20500 NE 33rd St	Y	N	N	I
D92700	AAA 2YR BOND Timberline Ridge Ph II	20500 NE 33rd St	Y	N	N	C
D92713	AAA 2YR BOND TJ Square	3428 197th Ave NE	Y	N	N	A
D92598	AAA 2YR BOND Torina SP Tr B	22315 SE 30th St	Y	N	N	B
D92658	AAA 2YR BOND Van Bebber SP	21529 SE 30th PL	N	N	Y	A
D92492	Audubon Park, Div 1, Ph 1B	2410 228th Ave NE	N	N	Y	F
D92286	Autumn Wind	23390 NE 14th St	N	N	Y	A
D92287	Autumn Wind	23200 NE 14th St	N	N	Y	D
D91107	Balmoral Div 1 (PB)	641 222nd PI SE	N	N	Y	B
D92485	Beaver Lake Estates Phase 2, Tr B	2340 E Beaver Lk Dr SE	N	N	Y	B
D92413	Beaver Lake Estates Pond "E"	25901 SE 27th St	N	N	Y	E
D92414	Beaver Lake Estates Tank	2200 Beaver Lake Way SE	N	Y	N	
D90254	Beaver Lake Woods	2814 255th Ave SE	Y	N	N	
D90255	Beaver Lake Woods	25128 SE 28th St	Y	Y	N	
D90256	Beaver Lake Woods	25317 SE 29th PI	Y	N	N	
D92655	Bott Stuth SP S0987001	900 231st PI NE	Y	Y	N	
D91597	Broadmoore Estates	24212 NE 30th PI	Y	Y	N	
D91598	Broadmoore Estates	23927 NE 31st Wy	Y	Y	N	
D91599	Broadmoore Estates	3132 240th Ave NE	N	N	Y	F
D92375	Brookemont	21033 SE 28th PI SE 16th PI & 219th PI SE	N	N	N	
D92442	Caldwell SP L95S0029-30	2500 E Lk Sammamish Pkwy SE	N	Y	N	
D91970	Carlton Heights	SE	N	N	Y	A
D91136	Cedarwood Lane (PB)	21220 SE 5th PI	N	N	Y	B
D91067	Cimarron Div 1 (PB)	1200 230th Ave NE	N	N	Y	B
D91210	Cimarron Div 1 (PE)	22838 NE 14th St	N	N	Y	E
D90118	Country, The (PA)	2108 227th Ave NE	N	N	Y	A
D90168	Country, The (PC)	2226 227th Ave NE	N	N	Y	C
D90169	Country, The (PD)	1925 224th PI NE	N	N	Y	D
D91191	Crest on the Plateau, The	3035 224th Ave NE	Y	N	N	F
D91835	Danbury Estates	25701 SE 31st PI	N	N	N	A
D92570	Danbury Estates Div 2	259XX SE 31st PI	N	N	Y	B
D91823	Deerfield 3 & 4	1816 236th Ave NE	N	N	Y	A
D91327	Deerfield Div 1	1900 228th Ave NE	N	N	Y	A
D91328	Deerfield Div 2	1900 231st Ave NE	N	N	Y	C
D91349	Demery Hill Div 1 (VA)	900 221st Ave NE	N	N	Y	A
D91189	Demery Hill Div 2 (LTA)	1000 226th Ave NE	N	N	N	
D91298	Demery Hill Div 2 (LTB)	800 225th Ct NE	Y	N	Y	B
D92508	Dobb's Mill	18706 NE 51st Ct	N	N	Y	E
D92547	Dobb's Mill	18706 NE 51st Ct	Y	Y	N	A
D90391	Eden Glen (NLT)	314 205th Ct NE	Y	Y	N	

## Surface Water Management Facilities for Transfer to City of Sammamish

Exhibit Three

<i>Facility Number</i>	<i>Facility Name</i>	<i>Address</i>	<i>Easement?</i>	<i>Right-of-Way?</i>	<i>Owned Tract?</i>	<i>Tract</i>
D90392	Eden Glen (SLT)	20429 NE 3rd St	Y	Y	N	
D92548	Evergreen Garden	20611 NE 8th St	N	N	Y	A
D92154	Field Rush	2750 232nd Ave SE	N	N	Y	A
D91805	Fir Tree Meadows	2532 234th Pl SE	N	N	N	
D90186	Firstmark Addition #6	21522 NE 8th St	Y	N	N	
D90377	Green Acres (PA)	22627 NE 19th Pl	Y	N	Y	A
D90378	Green Acres (PC)	22706 NE 18th Pl	N	N	Y	C
D92561	Gutschmidt SP L95S0038	195XX SE 14th St	Y	N	N	
D91351	Hampton Woods Div 2 Inf	2000 222nd Ave NE	N	N	Y	A
D91269	Hampton Woods Div 2 Vault 1	2012 223rd Pl NE	N	Y	N	
D91350	Hampton Woods Div 2 Vault 2	2313 223rd Ct NE	N	Y	N	
D92406	Hidden Ridge at Highpoint A	5150 192nd Dr NE	N	N	Y	A
D92407	Hidden Ridge at Highpoint G	4600 194th Ave NE	N	N	Y	G
D92419	Hidden Ridge at Highpoint T	19050 NE 51st St	N	Y	N	
D91185	High Country Div 1	26658 SE 31st St. 26600 SE Duthie Hill	N	N	Y	A
D91186	High Country Div 1 (PB)	Rd	N	N	Y	A
D91187	High Country Div 1 (PC)	3125-262nd Ave SE	N	N	Y	C
D91149	High Country Div 2 (PA)	26100 SE 27th St SE 25th St & 267th	N	N	Y	A
D92466	High Country Div 3	Ct SE	Y	N	Y	F
D92424	Highland Creek Estates Phase I	4220 230th Wy SE	N	N	Y	A
D91518	Indian Acres	21415 SE 19th St	Y	N	N	
D90986	Inglemoor	704 218th Pl NE	Y	N	N	
D90321	Inglewood Acres (LT)	21211 NE 13th Ct	Y	N	N	
D90437	Inglewood Glen (PA)	1435 224th Ave NE	N	N	Y	A
D90436	Inglewood Glen (PC)	22800 NE 12th St 22300 Inglewood Hill	N	N	Y	C
D90501	Inglewood Ridge (PB)	Rd	N	N	Y	B
D92160	Inglewood Station	20300 E Lk Samm/Inglewood Hill	Y	N	N	
D91393	Kempton Downs Div 1	23300 SE 42nd St	N	N	Y	D
D92179	Lac Riant	3601 234th Ave SE	N	N	Y	C
D92405	Lakefield Cul-de-Sac	1515 205th Ct NE	N	N	N	
D91681	Lancaster Ridge	800 223rd Wy SE	N	N	Y	D
D91682	Lancaster Ridge	1017 221st Ave SE	N	N	Y	C
D91683	Lancaster Ridge	1026 223rd Wy SE	N	N	Y	B
D90111	Loree Estates LT1	19716 SE 17th St	N	Y	N	
D90114	Loree Estates LT2	1616 198th Pl SE	N	Y	N	
D90115	Loree Estates LT4	20200 SE 19th St	N	N	N	
D90113	Loree Estates LT5	1803 203rd Ave SE	Y	N	N	
D91856	Montage	207 209th Pl SE	N	N	N	
D91857	Montage	20703 SE 3rd Wy	N	N	N	
D92437	Moonshadow Estates	23550 SE 28th Ct	Y	N	Y	B
D92450	Mountain Sun Estates	23300 NE 8th St	Y	N	Y	A
D90502	New Country Estates	22100 NE 4th St	Y	N	N	

## Surface Water Management Facilities for Transfer to City of Sammamish

Exhibit Three

<i>Facility Number</i>	<i>Facility Name</i>	<i>Address</i>	<i>Easement?</i>	<i>Right-of-Way?</i>	<i>Owned Tract?</i>	<i>Tract</i>
D92497	Outlook Park	19430 SE 24th Wy	N	N	Y	B
D91619	Pacific Estates	23020 NE 23rd Ct	N	N	Y	D
D92463	Park Hill East Div 1 (Evanscreek Pond)	22444 NE 18th St	Y	N	N	D
D92318	Pennington (tank 1)	3500 212th PI SE	N	Y	N	
D92319	Pennington (tank 2)	3500 212th Ave SE	N	Y	N	
D92320	Pennington (tank 3)	21500 SE 35th Wy 4250 Peregrine Pt	N	Y	N	
D92233	Peregrine Point	Wy SE	N	N	Y	E
D91175	Pine Acres	2800 217th Ave SE	Y	N	Y	A
D91198	Pine Hill (PA)	1801 236th Ave SE	N	N	Y	A
D92465	Pine Lake Estates	3490 212th Ave SE	N	N	N	
D92717	Pine Lake Estates Div 2	21429 SE 33rd PI	N	N	Y	B
D92433	Pine Lake Estates Tr A	3380 213th PI SE	N	N	Y	A
D92434	Pine Lake Estates Tr B	3492 212th Ave SE	N	N	Y	B
D92435	Pine Lake Estates Tr C	21430 SE 34th PI	N	Y	Y	C
D92014	Pine Lake Glen (tank)	3109 214th PI SE	N	N	N	
D92222	Pine Lake Heights	21721 SE 35th St	Y	N	N	
D90992	Pine Lake Heights Div 2 (LT1)	2901 218th Ave SE	N	Y	N	
D90993	Pine Lake Heights Div 2 (LT2)	21819 SE 30th PI	N	Y	N	
D91401	Plateau Estates	23036 NE 27th St	Y	N	Y	K
D91336	Plateau Estates Div 2	3030 229th PI NE	N	N	Y	H
D91801	Ponderosa Trails	24410 SE 24th St.	N	N	N	
D92498	Quail Crest	2612 212th Ave SE	Y	N	Y	C
D90247	Ridge at Pine Lake (PA)	21311 SE 37th St	N	N	Y	A
D90251	Ridge at Pine Lake (PB)	3719 219th PI SE	N	N	Y	B
D90785	Rockmeadow Farm (PA)	20606 SE 34th St	N	N	Y	A
D90647	Rockmeadow Farm (PE)	3500 207th Ave SE	N	N	Y	E
D90648	Rockmeadow Farm (PF)	2400 208th Ave SE	N	N	Y	F
D90646	Rockmeadow Farm (T)	3532 207th Ave SE	N	Y	N	
D91422	Rosaia Estates	808 218th Ave NE	Y	N	N	
D90232	Sahalee Hills Div 2 (PA)	2701 228th Ave NE	N	N	Y	A
D91676	Sahalee South	21401 NE 10th PI	Y	N	Y	A
D90498	Sahalee Woods	21600 NE 18th PI	Y	N	Y	C
D91005	Salal Ridge (PA)	1335 232nd PI NE	N	N	Y	A
D90384	Sammamish Crest	1834 220th PI NE	Y	Y	N	
D90475	Sammamish Firs	22013 NE 18th St	N	Y	N	
D91243	Sammamish Glen fka SP 184018-19	20224 NE 18th PI	N	Y	N	
D91517	Sammamish Highlands Div 1	22926 SE 41st PI	Y	N	N	
D90458	Sammamish Highlands Div 2	3838 231st Ave SE	N	N	N	
D90452	Sammamish Highlands Div 3 (P3)	22916 SE 37th St	Y	N	N	
D90453	Sammamish Highlands Div 3 (P4)	23040 SE 37th St.	Y	N	N	
D92417	Sammamish View East	20200 NE 16th St	N	N	Y	A
D92549	Sammamish Woods 2 Pond A	2007 200th Ave SE	Y	N	N	3
D92550	Sammamish Woods 2 Pond B	19908 SE 21st St	Y	N	N	6
D92551	Sammamish Woods 2 Pond C	19618 SE 21st St	Y	N	N	
D92552	Sammamish Woods 2 Pond D	19609 SE 21st St	Y	N	N	13
D90303	Shannonwood (PB)	1621 209th PL NE	N	N	Y	B

## Surface Water Management Facilities for Transfer to City of Sammamish

Exhibit Three

Facility Number	Facility Name	Address	Easement?	Right-of-Way?	Owned Tract?	Tract
D90304	Shannonwood (PC)	1838 211th PI NE	N	N	Y	C
D91095	Simone Lane	300 218th Ave SE	Y	N	N	
D91423	South Hampton Estates	21501 NE 9th PI 1000 238TH AVE NE	Y	Y	N	
D91519	SP 0286036	NE	N	N	Y	A
D91460	SP 0383097	1600 218th Ave SE	N	Y	N	
D92201	SP 0387048	20705 SE 24th St	N	N	N	
D90755	SP 0479135	25200 SE 18th PI	N	Y	N	X
D91482	SP 0484009	21926 SE 16th PI	N	Y	N	
D91483	SP 0484009	21832 SE 16TH PL	N	N	Y	A
D91484	SP 0485054-55	19800 NE 42nd Wy	N	N	Y	Y
D91978	SP 0486019 (Clark)	2414 234th PI SE	N	Y	N	
D91762	SP 048825	22606 SE 16th PI	Y	Y	N	
D91134	SP 0682078 & 1082011	24100 NE 27th PI	Y	Y	N	
D91316	SP 0684048	19405 SE 14th St	N	Y	N	
D92087	SP 0688020 (Snider)	E Lake Samm Pkwy & SE 26th St	Y	N	N	
D91520	SP 0886040	21300 NE 1st St 3236 E Lake Sammamish Pkwy	N	N	Y	X
D92048	SP 0888012 (Sutherland)	SE	Y	N	N	
D91456	SP 1180016	1300 238th Ave SE Issaq Pine Lk &	N	Y	N	
D92109	SP 1288012 (Willard)	234th Ave SE 234th Ave SE &	Y	N	Y	B
D92135	SP 1288012 (Willard)	Issaq Pine Lk	Y	Y	N	
D92139	SP S89S0099 (Morken)	831 228th Ave SE SE 8th St & 234th Ave SE	Y	N	N	
D92066	SP S89S0315 (Ruden-Butler)	Ave SE	Y	N	Y	A
D91248	Suffield	2100 232nd PI NE	Y	N	Y	B
D91101	Suffield Div 2 (PA)	2050 236th Ave NE	N	N	Y	A
D91869	Summer Ridge 7	23739 NE 24th PI	N	N	N	
D91042	Summer Ridge Div 1	2655 233rd PI NE	N	N	Y	E
D91109	Summer Ridge Div 2 & 3	23400 NE 29th St	N	N	Y	A
D91673	Summer Ridge Div 5 & 6 (PD)	23409 NE 24th PI	N	N	N	
D91674	Summer Ridge Div 6 (V1)	2500 239th PI NE	N	N	N	
D91675	Summer Ridge Div 6 (V2)	2500 239th PI NE	N	N	Y	B
D90997	Sunridge Estates (PA)	2400 239th Ave SE	N	N	Y	A
D90998	Sunridge Estates (PB)	23810 SE 28th St	N	N	Y	B
D91443	Sunrise Summit	2128 205th Ave SE	N	N	Y	A
D91337	Sunrise Summit (ST)	2303 205th Ave SE	N	Y	N	
D91017	Tamee' Glen	22710 NE 15th St	N	Y	N	
D91605	Tibbett's Station #1	26528 SE Duthie Hill Rd	N	N	Y	A
D91606	Tibbett's Station #1	3320-261st PL SE	N	N	Y	B
D92076	Timbercrest on the Plateau	3146 235th PI SE	N	N	Y	
D90374	Timberline (PA)	4001 208th Ave NE	N	N	Y	A

## Surface Water Management Facilities for Transfer to City of Sammamish

Exhibit Three

<i>Facility Number</i>	<i>Facility Name</i>	<i>Address</i>	<i>Easement?</i>	<i>Right-of-Way?</i>	<i>Owned Tract?</i>	<i>Tract</i>
D90376	Timberline (PB)	20512 NE 37th Wy	N	N	Y	B
D90375	Timberline (PE)	20800 NE 37th Wy	N	N	Y	E
D90344	Timberline Div 2	4009 204th Ave NE	Y	Y	N	D
D90757	Timberline Div 4 (LT)	20031 NE 39th St	Y	N	N	
D90421	Timberline Div 5	21015 NE 36th St	Y	Y	N	
D90343	Timberline Div 6	4335 212th Ave NE	N	N	Y	B
D91161	Timberline Highlands (ELT)	20605 NE 34th Pl	Y	Y	N	
D91160	Timberline Highlands (WLT)	3344 203rd Pl NE	N	Y	N	
D91147	Timberline Park (PI)	20154 NE 44th St	N	N	Y	I
D91053	Tlingit Addition	431 205th Ave NE	N	Y	N	
D92335	Todd's Landing	2619 226th Ave SE	Y	N	Y	D
D90196	Tree Farm, The (PA)	413 239th Ave NE	N	N	Y	A
D90575	Tree Farm, The (PB)	750 244th Ave NE	N	N	Y	B
		1750 Trossachs				
D92512	Trossachs Div 4 (R/W tank R/D)	Bld. SE	N	Y	N	
D92505	Trossachs Div 4, Tr B	26607 SE 18th St.	Y	N	Y	B
		1749 Trossachs Blvd				
D92506	Trossachs Div 4, Tr E,G	SE	Y	N	Y	E
D92507	Trossachs Div 6, Tr I	26602 SE 15th St	N	N	Y	I
		27500 SE Duthie Hill				
D92477	Trossachs, Div 1, Tr A	Rd	N	N	Y	A
D92554	Trossachs, Div 2, Tr F pond 3	26417 SE 22nd St	N	N	Y	F
D92555	Trossachs, Div 2, Tr. F pond 4	26417 SE 22nd St	N	N	Y	F
D92478	Trossachs, Div 1 Tr E	27222 SE 22nd Way	N	N	Y	E
		1900 Trossachs Blvd				
D92513	Trossachs, TR A,F,G(wetland overflow)	SE	Y	N	N	A
D92032	Uplands on the Plateau	23540 SE 48th St	N	N	N	
D90365	Washington Park East (PB)	328 217th Ave NE	N	N	Y	B
D90507	Washington Park East (PC)	325 219th Ave NE	N	N	Y	C
D90420	Washington Park Estates Div 2	6 218th Ave NE	N	N	Y	A
D92443	Woodbridge Creek Tr I	1649 242nd Ave SE	Y	N	N	
D90961	Woodcreek Acres (PA)	22314 SE 18th Ct	N	N	Y	A
D92854	Renaissance	237XX Se 8th St.	N	Y	N	A
D92855	Renaissance	243XX SE 9th St.	N	Y	N	C
D92877	Beaver Dam Div. 2	24925 NE 3rd Pl.	N	Y	N	M
D92878	Beaver Dam Div. 2	24846 NE 2nd Ct.	N	Y	N	J

### City of Sammamish Drainage Properties

Tract C, Ashton Woods, as recorded in Volume 181 of Plats, pages 64 - 67, records of King County, Washington. (Tax Acc't. No. 029362-0270)

Tract A, Sammamish Short Plat No. L96S0049, as recorded in Volume 141 of Plats, pages 87 and 87A, records of King County, Washington. (Tax Acc't. No. 042406-9273)

Tract C, Sammamish Short Plat No. L97S0036, as recorded in Volume 151 of Plats, pages 153 and 154, records of King County, Washington. (Tax Acc't. No. 082406-9213)

Tract A, King County Short Plat No. L98S0008, as recorded in Volume 138 of Plats, pages 210 and 210A, records of King County, Washington. (Tax Acc't. No. 092406-9294)

Tract E, Chrysalis Estates, as recorded in Volume 189 of Plats, pages 64 - 68, records of King County, Washington. (Tax Acc't. No. 158700-0160)

Tract Y, King County Short Plat No. 485055, as recorded under recording No. 8707020223, records of King County, Washington. (Tax Acc't. No. 172506-9116)

Tract B, Sammamish Short Plat No. L96S0021, as recorded in Volume 128 of Plats, pages 7 - 7A, records of King County, Washington. (Tax Acc't. No. 182506-9119)

Tract Z, King County Short Plat No. 92S0070, as recorded in Volume 119 of Plats, pages 142-142B, records of King County, Washington. (Tax Acc't. No. 202506-9131)

Tract A, Evergreen Garden, as recorded in Volume 186 of Plats, pages 4 - 5, records of King County, Washington. (Tax Acc't. No. 241370-0120)

Tracts A and D, The Glen at Redford Ranch, as recorded in Volume 189 of Plats, pages 24 - 28, records of King County, Washington. (Tax Acc't. Nos. 278210-0290 and 278210-0310)

Tracts A, H, K and N, The Greens at Beaver Crest, as recorded in Volume 198 of Plats, pages 6 - 18, records of King County, Washington. (Tax Acc't. Nos. 290930-0890, 290930-0910, 290930-0920 and 290930-0940)

Tract A, The Heights at Beaver Crest, as recorded in Volume 185 of Plats, pages 11 - 14, records of King County, Washington. (Tax Acc't. No. 322460-0500)

## Exhibit Four

Storm detention pond being that portion of the southeast quarter of the southeast quarter of the northeast quarter of Section 34, Township 25 North, Range 6 East, W.M. in King County, Washington described as follows: Beginning at the southwest corner of said subdivision; thence south  $88^{\circ}52'33''$  east along the south line thereof 20.00 feet to the True Point of Beginning and a point on a curve the center of which bears north  $88^{\circ}39'30''$  west 250.00 feet; thence northerly on said curve to the left having a central angle of  $23^{\circ}03'18''$  and an arc length of 100.60 feet to the west line said subdivision; thence north  $01^{\circ}21'38''$  east along said west line 166.85 feet; thence north  $69^{\circ}36'28''$  east 323.32 feet; Thence south  $38^{\circ}05'05''$  east 32.47 feet; thence south  $19^{\circ}58'53''$  east 323.48 feet; thence south  $36^{\circ}47'45''$  west 69.50 feet to the south line of said subdivision; thence north  $88^{\circ}52'33''$  west along said south line 378.36 feet to the True Point of Beginning. (Tax Acc't. No. 342506-9114)

Portion of Lot A and Tract D of King County Boundary Line Adjustment No. L97L0202 as recorded in Volume 118 of Surveys, pages 298 and 298A under recording number 9712239009, records of King County, Washington; being a portion of the southeast quarter of Section 34, Township 25, Range 6 East described as follows: beginning at most northerly corner of said tract D thence South  $54^{\circ}08'52''$  west along the line common to said Lot A and Tract D a distance of 147.90 feet to the True Point of Beginning; Thence south  $12^{\circ}35'07''$  east 73.75 feet; thence south  $61^{\circ}11'02''$  east 91.66 feet thence; south  $09^{\circ}52'40''$  east 92.35 feet; thence south  $39^{\circ}27'46''$  west 24.95 feet; thence south  $10^{\circ}42'06''$  west 35.23 feet; thence south  $23^{\circ}51'21''$  east 182.35 feet to a point on a curve the center of which bears north  $21^{\circ}26'17''$  east 432 feet; thence northwesterly on said curve to the right through a center angle of  $01^{\circ}18'49''$  a distance of 9.90 feet; thence north  $67^{\circ}14'54''$  west 254.31 feet to a point of curve; thence northwesterly on said curve to the right having a radius of 25 feet, through a center angle of  $86^{\circ}25'36''$  and an arc length of 37.71 feet to the line common to said Lot A and Tract D and a point of reverse curve the center of which bears north  $70^{\circ}49'18''$  west 120 feet; thence northerly along said common line on said curve to the left through a center angle of  $31^{\circ}45'49''$  and an arc length of 66.53 feet; thence continuing along said common line north  $12^{\circ}35'07''$  west 123.56 feet; thence continuing along said common line north  $77^{\circ}24'53''$  east 110 feet; thence continuing along said common line and its northerly extension north  $12^{\circ}35'07''$  west 160 feet; thence north  $21^{\circ}16'40''$  west 65.84 feet; thence north  $55^{\circ}46'30''$  east 25 feet thence; south  $44^{\circ}33'29''$  east 27.79 feet to a point which bears north  $12^{\circ}35'07''$  west from the True Point of Beginning; thence south  $12^{\circ}35'07''$  east 130.58 feet to the True Point of Beginning. (Tax Acc't. No. 342506-9115)

Tract E, Loree Estates, as recorded in Volume 114 of Plats, pages 22 - 24, records of King County, Washington. (Tax Acc't. No. 440360-0290)

Tract C, D and F, The Meadow at Redford Ranch, as recorded in Volume 189 of Plats, pages 92 - 96, records of King County, Washington. (Tax Acc't. Nos. 540650-0790, 540650-0800, 540650-0805)

Tract A, Ming Square, as recorded in Volume 191 of Plats, pages 11 - 15, records of King County, Washington. (Tax Acc't. No. 554770-0300)

## Exhibit Four

Tract B, Outlook Park , as recorded in Volume 184 of Plats, pages 81 - 83, records of King County, Washington. (Tax Acc't. No. 644180-0170)

Tract C, Quail Crest, as recorded in Volume 183 of Plats, pages 85 - 87, records of King County, Washington. (Tax Acc't. No. 697994-0170)

Tract C, Redhawk, as recorded in Volume 195 of Plats, pages 5 - 7, records of King County, Washington. (Tax Acc't. No. 719780-0480)

Tracts A, C, Y and Z, Renaissance Division #1, as recorded in Volume 187 of Plats, pages 21 - 37, records of King County, Washington. (Tax Acc't. Nos. 721572-2030, 721572-2040, 721572-2050 and 721572-2060)

Tract A, Seneca, as recorded in Volume 202 of Plats, pages 20-23, records of King County, Washington. (Tax Acc't. No. 769180-0260)

Tract N, Sterlingwood, as recorded in Volume 190 of Plats, pages 93 - 99, records of King County, Washington. (Tax Acc't. No. 800147-0690)

Tracts B, E and Y, Three Willows, as recorded in Volume 183 of Plats, pages 64 - 71, records of King County, Washington. (Tax Acc't. Nos. 863575-1560, 863575-1580, 863575-1600)

Tracts J and L, Timberline Ridge Division #1 as recorded in Volume 180 of Plats, pages 74 - 78, records of King County, Washington. (Tax Acc't. Nos. 865159-0060 and 865159-0080)

Tracts C, I, L, Q and X, Timberline Ridge Division #2 as recorded in Volume 183 of Plats, pages 72 - 84, records of King County, Washington. (Tax Acc't. Nos. 865161-2010, 865161-2020, 865161-2030, 865161-2040, 865161-2060)

Tract F, Trossachs Division 2, as recorded in Volume 182 of Plats, pages 27 - 35, records of King County, Washington. (Tax Acc't. No. 869131-1160)

Tracts B and D, Trossachs Division #7, as recorded in Volume 187 of Plats, pages 67 - 79, records of King County, Washington. (Tax Acc't. Nos. 869136-1020, 869136-1030)

Tract C, The Vistas at Beaver Crest Division #2, as recorded in Volume 187 of Plats, pages 63 - 66, records of King County, Washington. (Tax Acc't. No. 896198-0400)

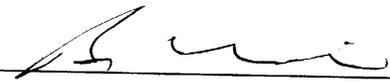
**First Amendment to Scope of Work  
City of Sammamish Beaver Lake Support Services**

At the request of the City of Sammamish, King County Water and Land Resources Division has provided water quality and quantity monitoring services, community outreach services, technical support, and services to the Advisory Board in support of the Beaver Lake Management District. These services are provided through the existing service interlocal agreement between King County and the City.

The Scope of Work authorizes work through to 12/31/06. As the Scope has not yet been completed, the City wishes to extend its completion date; therefore this amendment ("First Amendment") to the Scope of Work for Lake Monitoring Support Services extends the term of the Scope of Work to June 30, 2007.

Authorized by:

CITY OF SAMMAMISH

By: 

Title: City Manager

Date: February 28, 2007

## Scope of Work City of Sammamish Beaver Lake Support Services

At the request of the City of Sammamish, the King County Water and Land Resources Division will provide water quality and quantity monitoring services, community outreach services, technical support, and services to the Advisory Board in support of the Beaver Lake Management District (LMD). Services, as described in this Scope of Work, will be provided through the existing service interlocal agreement between King County and the City of Sammamish. This Scope of Work covers the period October 2002 through December 2006; services for the years 2005 and 2006 would be covered under a subsequent agreement as the current agreement expires at the end of 2004.

The Beaver Lake LMD has been authorized for the period **October 2002 to December 2006**. In 2005-2006, the scope includes comprehensive testing and evaluation of water quality and biological communities in Beaver Lake in order to plan appropriately for future lake management activities after the expiration of the current LMD.

### **Water Quality Monitoring (October 1, 2002 – December 31, 2006)**

WLR Division staff will perform baseflow stream monitoring at biweekly intervals during times of measureable stream flow (January - June and October – December) and sampling of storm flows at four times through the wet season of each year. The purpose of the monitoring will be to evaluate changes in inputs to the lake over the period of the LMD, including discharge and water quality parameters. Staff will sample the tributary (0166) draining wetland ELS21 that enters Beaver Lake 1 and the tributary (0166D) draining the Hazel Wolf Wetland Preserve that enters Beaver Lake 2. A quality control field duplicate will also be taken on each sampling trip. Parameters measured will include field measurements of pH, conductivity, dissolved oxygen, and temperature. Samples delivered to the King County Environmental labs will be analyzed for alkalinity, total phosphorus, total suspended solids, turbidity, and color. Other parameters or occasional additional sites such as ephemeral run-off streams from construction sites might be added to the program at a later date if it is determined by the Advisory Board that measuring them is important to evaluating changes over time. Storm sampling will be accomplished with the help of a volunteer who lives near the lake and can keep track of local weather and flow conditions.

Data reporting would take the form of annual summary reports for the years 2002 through 2005 on tributary chemistry and hydrology. These would be made available to the LMD Advisory Board, the city of Sammamish, and the King County Regional Library branch located in Sammamish.

General conditions in the two lakes during 2002 through 2005 will be tracked with the help of the volunteer monitoring activities of the Lake Stewardship Program, based in the Water and Land Resources Division of King County Department of Natural Resources and Parks. This program directs a group of citizen volunteers in keeping track of such conditions as water level, temperature and transparency (Secchi depth) through the year, as well as shallow water concentrations of total phosphorus, total nitrogen, and chlorophyll from May through October. This data can be used to assess the lakes annually during the tenure of the LMD, but cannot be substituted for the final year's intense effort of study.

The data from the volunteer efforts is summarized annually in a report made available to the volunteers themselves, the LMD Advisory Board, the city of Sammamish, and the King County Regional Library branch located in the city of Sammamish.

In-lake sampling at two stations (one on each lake) would begin in October 2005 at the beginning of the annual water year. Higher labor and lab cost estimates for 2005 are the result of three sampling trips in 2004. These trips would then continue on a monthly basis through September 2006 for a total of 12 sampling dates, in order to evaluate the conditions in both Beaver Lake 1 and Beaver Lake 2 during the last year of the LMD. Lake monitoring would involve a greater number of parameters, including all the parameters measured on streams and additionally several chemical forms of nitrogen and phosphate, fecal coliform bacteria, and chlorophyll. Identification and enumeration would also be conducted on populations of planktonic animals and plants living in the lake. The intensive monitoring effort in 2005-2006 would be accompanied by analysis of watershed hydrology, modeling of nutrient movements and budgets, and forecasting of future conditions based on a range of projected land use conditions.

The final report of the LMD monitoring efforts would take the form of an updated version of the current Beaver Lake Management Plan (December 2000). The updated report would include the summarization and analysis of all data collected during the current LMD period, the results of the modeling efforts, comparison with past data and analyses, and a discussion of future protective measures that might be taken by the city and residents in the watershed, including the probable effects of protective actions on the water quality of the lake.

#### Community Outreach, Technical and Advisory Board Support

Community outreach activities would be directed by the Advisory Board and carried out by King County staff. On the basis of activities pursued by the last LMD, these are presumed to include the publication of a four page biannual newsletter that would be sent to residents within the LMD, as well as staff bearing the major responsibility for the content and design of the LMD website.

Services to the Advisory Board include the facilitation of quarterly Board meetings and keeping of the minutes if so desired, setting of the agenda at the direction of Board members and the assembling of any outside materials needed for meetings.

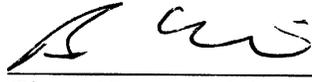
Further support is presumed to include the provision of technical support and scientific advice to Board members, city staff, and to the community when requested.

#### Estimated Costs:

<u>Category</u>	<u>cost</u>	<u>half-year</u>					<u>by</u>
		<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>category</u>
<u>Stream/Lake</u>	<u>Labor</u>	<u>3,108.55</u>	<u>13,187.98</u>	<u>13,992.24</u>	<u>16,205.62</u>	<u>46,317.29</u>	<u>95,921.40</u>
<b>Monitoring</b>							
<u>streams 2002-2006</u>	<u>Lab</u>	<u>1,152.00</u>	<u>10,929.66</u>	<u>11,148.26</u>	<u>15,576.42</u>	<u>21,269.40</u>	<u>64,281.42</u>
<u>in-lake 2005-2006</u>	<u>Materials</u>	<u>100.00</u>		<u>1,000.00</u>		<u>1,000.00</u>	<u>2,500.00</u>
<b>Community Outreach</b>							
<u>biannual newsletter</u>	<u>labor</u>		<u>3,768.72</u>	<u>4,070.22</u>	<u>4,395.83</u>	<u>4,747.50</u>	<u>18,727.05</u>
<u>website</u>	<u>Materials</u>		<u>1,500.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>6,750.00</u>
<b>(5) LMD staff support</b>							
<u>quarterly board</u>	<u>Labor</u>	<u>650.00</u>	<u>2,574.93</u>	<u>2,780.92</u>	<u>3,003.39</u>	<u>3,243.66</u>	<u>12,795.00</u>
<u>meetings</u>							
<u>technical support</u>							
<u>by year</u>	<b>Total</b>	<u>5,010.55</u>	<u>31,961.29</u>	<u>34,491.63</u>	<u>40,681.27</u>	<u>78,077.86</u>	<u>190,221.61</u>

The City of Sammamish will be billed on actual costs to provide services.

Authorized by:

  
\_\_\_\_\_  
City of Sammamish

Date: 11/25/02

**Scope of Work 2007**  
**City of Sammamish Lake Monitoring Support Services**  
**For Pine and Beaver Lakes**

The King County Water and Land Resources Division will provide services through the Lake Stewardship Program (KC-LSP) to the City of Sammamish for monitoring water quality and quantity on both an annual and seasonal basis for Pine Lake and the two major basins of Beaver Lake. Monitoring will include assuring the quality of the compiled data and providing pertinent information on analyses, reporting back to the city and citizen volunteers in a timely fashion and in a manner agreed upon by both parties. Other activities, on a request basis, may include technical assistance to the city and the public on questions concerning water quality problems, environmental best management practices, and ecosystem functions.

**Annual monitoring program:**

KC-LSP will train designated citizen volunteers or city staff in the correct methods of data collection for measuring daily precipitation and lake water levels, for weekly measurements of surface water temperature and Secchi transparency, and for observations on particles in the water, goose abundance, and gathering pertinent information on lake use. The program will provide and maintain the proper equipment and will consult or supervise on proper installation and use. The monitor will provide a boat and safety equipment necessary.

KC-LSP will also provide blank field sheets for data reporting on a quarterly basis and will accept either completed field sheets or electronic data files in return.

**Seasonal monitoring program:**

Sampling will occur biweekly from May through October for a total of 12 events per season. KC-LSP will train designated monitors in the correct methods of data collection for water sample collection and storage, measurements of surface water temperature and Secchi transparency, and for observations on particles in the water, goose abundance, and gathering pertinent information on lake use. The program will provide proper sampling equipment and will be responsible for repair or replacement if necessary. The program will also provide all sample bottles and will pick up filled bottles at a designated site to deliver to the KC Environmental Labs for analysis.

Ten of the sampling trips will focus on water just beneath the surface, and two will look at depth profiles, collecting additional water from other depths. Routinely measured water quality parameters will include concentrations of total phosphorus, total nitrogen, and chlorophyll-a, with identification of the major species of algae present. Additional parameters during the profile sampling events will include soluble reactive phosphorus, nitrate, pH, alkalinity and UV254 (water color).

**Database management, analysis, quality assurance, and reporting:**

The program will enter all received data from monitors and the KC Environmental Labs into electronic files, analyze all data for quality assurance, consistency, and general water quality conditions. Staff will pursue explanations for anomalies, look for trends or indicators of change in the parameters over time, and if requested make management suggestions to the city or citizens based upon the information.

A compilation of the data as part of the program's annual report will be delivered to city staff and cooperating citizen volunteers within a reasonable time after the end of each year, as well as e-files of the data in excel format. A presentation to the city council or appropriate staff may be made if requested, with time for discussion of pertinent issues.

**Technical assistance and educational outreach:**

Technical assistance and educational outreach on the nature and management of lake ecosystems will be provided to the city and citizens in the form of phone conversations and emails, specific literature research and reporting back, technical reports in addition to the annual report that contain information and recommendations, community presentations, or other methods and types of communication provided upon request. Citizen groups will need authorization from the city in order to qualify for substantial services from the KC-LSP. This work will be billable to the city by the hour for staff time and for major materials outlay, if necessary, up to the agreed upon amount per year stated in this contract. If additional effort is desired by the city in some circumstances, it can be provided through an amendment to this Scope of Work authorized by Sammamish.

**Budget:**

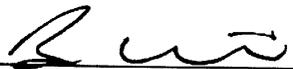
The charges set out below are based upon staff salaries, indirect operating charges, lab costs, equipment, and mailing charges to monitor Pine Lake and the two major basins of Beaver Lake for the year of 2007.

Cost Element	2007
Seasonal monitoring	\$16,920
Annual monitoring	\$1,100
Total	\$18,020

Additional assistance can be provided upon request and will be billed by staff time and materials, but shall not exceed \$2000 unless specifically agreed upon by both parties in writing, including signatures and dates.

The seasonal and annual monitoring elements will be covered by a flat fee on a per lake basis, to be paid annually by the participating city. Further technical assistance not related directly to the mechanics of the monitoring effort will be billable by the hour, to be paid annually by the city upon receipt of a detailed accounting from KC Water and Land Resources.

**Authorized by City of Sammamish:**

  
Name

  
Title

Date: 06/06/07