

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT  
AGREEMENT FOR USE OF THE  
EAST LAKE SAMMAMISH BASIN WETLAND MITIGATION BANK

THIS AGREEMENT ("Agreement") is made by and between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and the CITY OF SAMMAMISH, a municipal corporation ("City") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

SECTION 1: RECITALS

1.01 City is undertaking the South Pine Lake Route capital improvement project to add pedestrian and bicycle facilities between 212th Avenue and 224th Avenue SE and along SE 32nd Street, 216th Avenue SE, SE 28th Street, 222nd Place SE, and SE 30th Street located in the City of Sammamish (collectively the "Project"). Construction of the Project may impact existing wetlands and their buffers. The Project is located within the East Lake Sammamish Drainage Basin, as identified by King County in the East Lake Sammamish Basin and Nonpoint Action Plan initially adopted in 1993.

1.02 City has attempted to identify properties within the Project boundaries upon which wetlands could be created or existing wetlands enhanced to mitigate impacts on existing wetlands due to the Project, and has identified a potential mitigation location near the northwest quadrant of the intersection of 222nd Place SE and SE 28th Street, which is also a potential preferred site for the District's future Waters Edge Lift Station.

1.03 District participated with King County in the establishment of the East Lake Sammamish Wetland Mitigation Bank ("Mitigation Bank") in 1996, and the Mitigation Bank has achieved its full designed functions and values and is available for use by the District. The District may sell District credits from the Mitigation Bank to other government agencies.

1.04 Wetland mitigation in the immediate vicinity of the Project may not be the most effective mitigation, may impact the District's ability to site a sewage lift station which the District plans to construct in the Project area, and the optimal mitigation for the Project wetland impacts may be achieved through the use of an established mitigation bank. City now proposes to use the Mitigation Bank for the Project's wetland mitigation requirements.

1.05 District provides sewer service to an area known as the Waters Edge Sewer Sub-Basin, which includes a portion of the Project area. Existing sewer service in the Waters Edge Sewer Sub-Basin uses an interim low-pressure collection main, and the existing main is at design capacity and cannot provide service to all of the properties within the sub-basin. The permanent sewer facilities to be sited and constructed in the Waters Edge Sewer Sub-Basin are proposed to include a gravity collection system and sewage lift station. The sewage lift station portion includes a wet-well/dry-well style lift station and associated force main and appurtenances, which District plans refer to as the Waters Edge Lift Station.

1.06 District has identified potential sites that may be suitable for the Waters Edge Lift Station located as shown on Exhibit A attached hereto and incorporated herein by this reference. Lift stations are generally located in low areas due to operational requirements which often places them near sensitive areas including streams, wetlands, lakes and their buffers. The proposed Waters Edge Lift Station sites appear to be in the vicinity of wetlands, drainage courses and Pine Lake.

1.07 The locating and construction of the Waters Edge Lift Station may require a Public Agency Utility Exception finding by the City as the basis for the issuance of a grading permit and/or building permit for the lift station due to the proximity of the proposed site to sensitive areas. However, the construction of the Waters Edge Lift Station partially in a City right-of-way may allow the District to minimize impacts to adjacent sensitive areas.

1.08 The District is willing to sell the City credits in the Mitigation Bank to allow the City to satisfy the mitigation requirements for the Project on certain terms and conditions as set forth in this Agreement.

1.09 City recognizes the need for the construction of the Waters Edge Lift Station to provide permanent sewer service to the Waters Edge Sewer Sub-Basin and is willing to give serious consideration to location of the Waters Edge Lift Station in a City right-of-way, if the use of this location reduces potential impacts to sensitive areas without unreasonably impacting the public's normal use of the City right-of-way.

1.10 Furthermore, if the District determines that the sites shown on Exhibit A are not suitable for siting the Waters Edge Lift Station, but another site in or near sensitive areas is suitable, the City is willing to give serious consideration to the District's application for a Public Agency Utility Exception for an alternative site.

1.11 Therefore, the Parties, in consideration of the following terms and conditions, now agree as follows:

## SECTION 2: WATERS EDGE LIFT STATION SITING AND PERMITTING

2.01 District agrees to undertake a Waters Edge Lift Station Site Study ("Site Study") to determine the optimal location for the Waters Edge Lift Station considering service requirements, operation and maintenance requirements, possible sensitive area impacts, property use acquisition requirements, estimated project costs, and public and private property use impacts.

2.02 City agrees to provide information developed by the City and City consultants and representatives to be considered during the Site Study.

2.03 City agrees to give serious consideration to the use of portions of City right-of-way as the Waters Edge Lift Station site if the Site Study indicates the optimal location includes use of all or a portion of the right-of-way, without substantially impacting the public's use of the right-of-way for traffic.

2.04 City agrees to meet with District representatives to review the Site Study findings and generally discuss the City permit requirements associated with construction of the Waters Edge Lift Station. Formal pre-application and permit application meetings will be administered according to the City's normal land use and development application process.

## SECTION 3: SALE AND USE OF MITIGATION BANK CREDITS

3.01 District has determined an equitable cost for the sale of Mitigation Bank Credits to the City for the Project representing 2,760 square feet of ten-thousand dollars (\$10,000), with the cost considering the Mitigation Bank development costs, the time value of money since the initial development of the Mitigation Bank, and the District cost for administering use of the Mitigation Bank.

3.02 Conditioned on the City approval and acceptance of the cost of the Mitigation Bank credits to be purchased, City will pay District for the Mitigation Bank credits within 45 days following approval of the permits for the Project where the approval has included anticipated use of the Mitigation Bank, and completion of the City's acquisition of the credits from the Mitigation Bank whichever is later.

**SECTION 4: GENERAL PROVISIONS**

4.01 This Agreement shall be binding upon District and City, and their successors in interest and assigns.

4.02 Any notice to be given, document to be delivered, or payment to be made by either Party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or City at the following addresses:

District: Ronald E. Little, Manager  
Sammamish Plateau Water and Sewer District  
1510 - 228th Avenue S.E.  
Sammamish, Washington 98075

With a courtesy copy to John W. Milne  
Inslee, Best, Doezie & Ryder, P.S.  
P. O. Box C-90016  
Bellevue, Washington 98009-9016

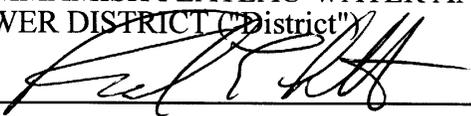
Owner: Ben Yazici, City Manager  
City of Sammamish  
801 - 228th Ave SE  
Sammamish, WA 98075

Either Party may, by written notice to the other, designate a different address or designee.

4.03 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other costs and damages allowed by law.

4.04 If any section, sentence, clause or phase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

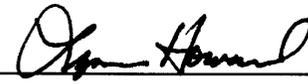
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District")

By 

Printed RON LITTLE

Its G.M. Dated 2-12-08

CITY OF SAMMAMISH ("Owner")

By 

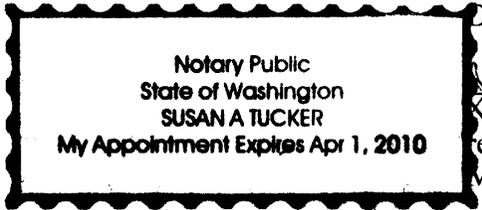
Printed: Lyman Howard ACTING CITY MGR

Its Assistant City Manager/Finance Director  
Dated 02/06/08

STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Ronald F. Little is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the General Manager of **Samamish Plateau Water and Sewer District** to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

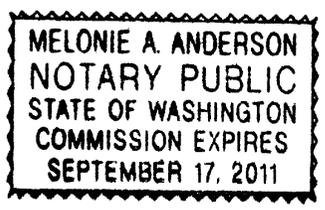
Dated February 17, 2008  
Susan A. Tucker  
Notary Public in and for the State of Washington,  
residing at Shog. Pass, WA  
My Appointment Expires 4/1/2010



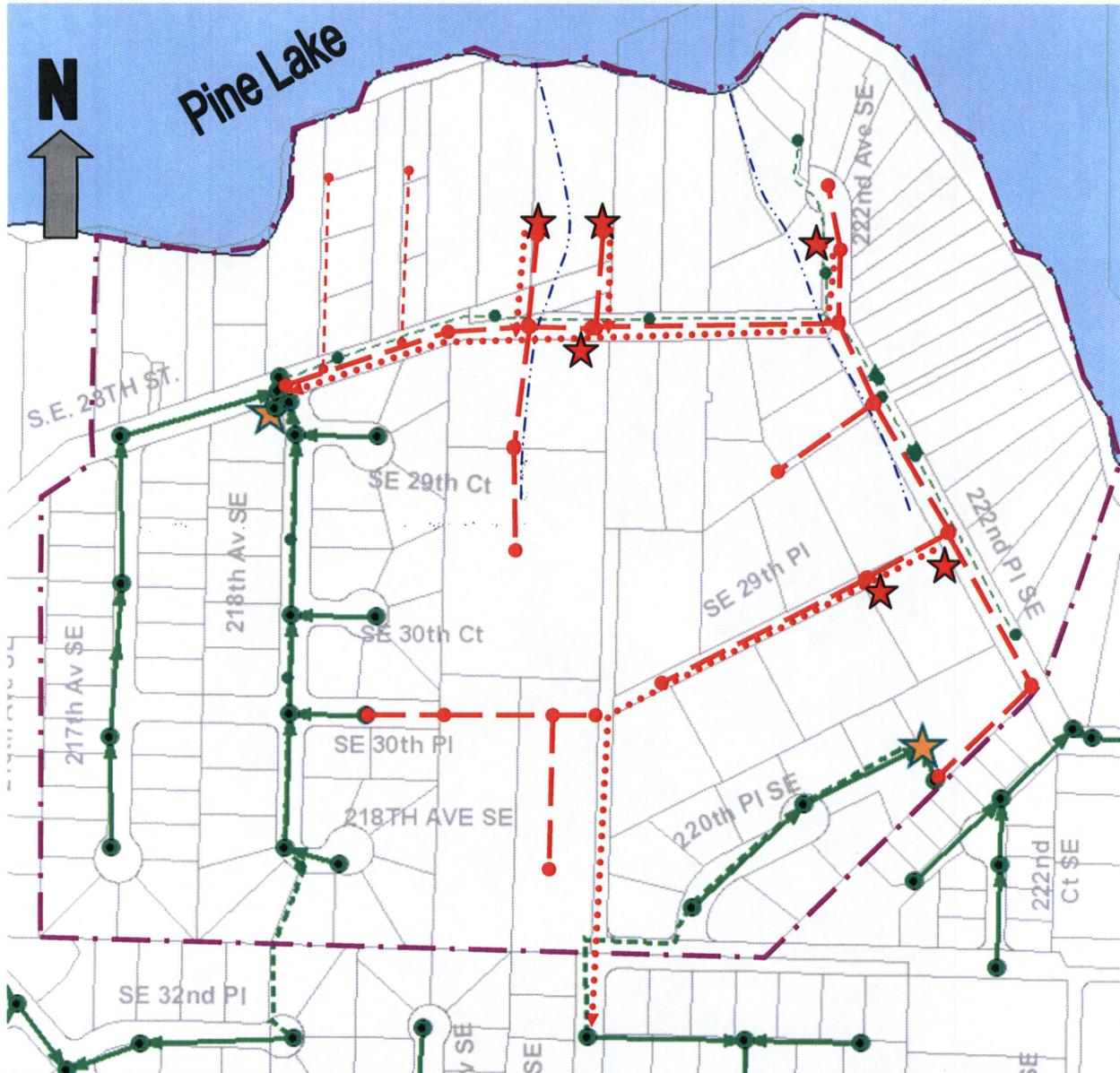
STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Lynnan Howard is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Assistant City Manager of the **City of Sammamish** to be a free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated February 6, 2008  
Melanie A. Anderson  
Notary Public in and for the State of Washington,  
residing at Samamish, WA  
My Appointment Expires 09/17/2011



**EXHIBIT A  
POTENTIAL WATERS EDGE LIFT STATION SITES**



LEGEND			
Existing Permanent Gravity Sewer		Future Permanent Gravity Sewer	
Existing Force Main		Future Force Main	
Existing Interim Low Pressure Sewer		Future Permanent Low Pressure Sewer	
Existing Lift Station Locations (to be abandoned)		Potential Alternative Waters Edge Lift Station Locations	
Tax Parcel		Waters Edge Lift Station Basin Boundary	
Approximate Drainage Location			