

**CITY OF SAMMAMISH
WASHINGTON
RESOLUTION NO. R2015-648**

**A RESOLUTION OF THE CITY OF SAMMAMISH,
WASHINGTON, AUTHORIZING THE CITY MANAGER
TO EXECUTE AN INTERLOCAL AGREEMENT WITH
KING COUNTY REGARDING THE KLAHANIE
POTENTIAL ANNEXATION AREA**

WHEREAS, in a special election held on April 28, 2015, the voters of an area of unincorporated King County known as the Klahanie Potential Annexation Area (PAA) overwhelmingly approved annexation to the City of Sammamish; and

WHEREAS, on July 7, 2015, the City Council passed an ordinance finalizing the annexation process for the Klahanie PAA and set the effective date of annexation as January 1, 2016; and

WHEREAS, the City and County share a common interest in ensuring a smooth transition of property ownership, maintenance responsibilities, and the provision of functions and services to the citizens of the Klahanie PAA; and

WHEREAS, the City and County are willing to cooperate to achieve such a transition;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAMMAMISH, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Authorization to Execute Interlocal Agreement. The City Manager or his designee is hereby authorized to execute an Interlocal Agreement between the City of Sammamish and King County regarding the Klahanie PAA in substantially the form attached hereto as Attachment A, subject to the City Manager's determination that complete copies of all exhibits referenced in the Interlocal Agreement have been provided to the City and are attached to the Interlocal Agreement.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE 17th DAY OF NOVEMBER, 2015.**

CITY OF SAMMAMISH



Mayor Thomas E. Vance

ATTEST/AUTHENTICATED:



Melonie Anderson, City Clerk

APPROVED AS TO FORM:



Michael R. Kenyon, City Attorney

Filed with the City Clerk: November 11, 2015
Passed by the City Council: November 17, 2015
Resolution No.: R2015-648

INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SAMMAMISH, AND KING COUNTY, REGARDING
ANNEXATION OF THE KLAHANIE POTENTIAL
ANNEXATION AREA PURSUANT TO RCW 35A.14.100

THIS AGREEMENT is made and entered into this date by the City of Sammamish (“City”); and King County (“County”); collectively referred to as the “Parties.”

WHEREAS, the City identified area(s) of unincorporated King County referred to as the Klahanie Potential Annexation Area(s) (hereinafter the “Annexation Area,”), described in additional detail in Exhibit A, in its comprehensive plan consistent with the requirements of the state Growth Management Act (GMA) and the Countywide Planning Policies; and

WHEREAS, on April 28, 2015 the citizens of the Annexation Area voted to be annexed to the City; and

WHEREAS, jurisdiction over the Annexation Area, and all associated local governmental authority will transfer from the County to the City on the Effective Date of January 1, 2016; and

WHEREAS, pursuant to the Revised Code of Washington Chapter 35.02, regarding incorporation proceedings and the Revised Code of Washington Chapter 36.75.010, which defines City streets and County Roads, the City will automatically take ownership of and responsibility for the operation, safety and maintenance of all former County roads and bridges within the Annexation Area on the Effective Date,

WHEREAS, the County will transfer and the City will take ownership and responsibility for the operation, safety and maintenance of all County-owned appurtenances associated with former County roads in the annexation area including but not limited to drainage facilities, storm water facilities, environmental mitigation sites and monitoring projects, street lights, traffic signs and signals, and fiber-optic conduit upon the Effective Date; and

WHEREAS, the County will transfer additional drainage and surface water management facilities, and park properties to the City upon the Effective Date; and

WHEREAS, the Parties want to ensure a smooth transfer of County properties and responsibility for property maintenance; and

WHEREAS, the Parties desire to facilitate an orderly transition of local government functions and services to the citizens of the Annexation Area; and

WHEREAS, the Parties acknowledge that due to state and federal vesting rights, County regulations may continue to apply to existing development projects within the Annexation Area; and

WHEREAS, the Parties agree that the citizens of the Annexation Area will be most efficiently served by having County staff process building and land use permit applications that are vested to County regulations for a transitional period; and

WHEREAS, the Parties wish to maintain their existing agreements regarding the provision of jail, police, court, animal control, permit processing for previously annexed areas and roads and drainage facility maintenance services; and

WHEREAS, the governing bodies of the Parties wish to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW;

NOW THEREFORE, in consideration of the mutual terms, provisions and obligations contained herein, and other good and valuable consideration the Parties agree as follows:

PART 1

PURPOSE, APPLICABILITY AND STRUCTURE

1.1 PURPOSE

The purpose of this document is to memorialize the Parties' agreement regarding the transfer of governmental properties and responsibilities relating to the Annexation Area.

1.2 TERM AND EFFECTIVE DATE

This Agreement shall be effective following authorization by the legislative bodies of both parties as of the date the Agreement is executed by both parties. This Agreement will continue in effect until December 31, 2025, unless extended pursuant to section 5.14 or terminated as set forth with regard to specific provisions.

1.3 STRUCTURE

Part 1: Purpose, Applicability and Structure

Part 2: Administration, Jurisdiction, Indemnification and General Provisions

Part 3: Property Transfer Provisions

Part 4: Emergency and Court Services Transfer Provisions

Part 5: Development and Permit Review Services Transfer Provisions

Part 6: Approval by the Parties

PART 2

ADMINISTRATION, JURISDICTION, INDEMNIFICATION, AND GENERAL PROVISIONS

2.1 ADMINISTRATION AND CONTACT PERSONS

The following are designated as the administrators of this Agreement and as the contact persons for their respective jurisdictions. Contact persons for individual County Agencies and Departments are listed in Exhibit B to this Agreement, attached hereto and incorporated by reference.

	City of Sammamish	King County
Representative	Lyman Howard	Dwight Dively
Title	Deputy City Manager	Director, Office of Performance Strategy & Budget
Address	801, 228 th Avenue SE	401, 5 th Avenue
Address	Sammamish, WA 98075	Seattle, WA 98104
Email	lhoward@sammamish.us	dwright.dively@kingcounty.gov
Telephone	425-295-0552	206-263-9687

2.2 TIMELINE

Anticipated timing of the annexation interlocal process is as follows:

- | | |
|--|-------------------|
| 1. Parties approve interlocal agreement: | December 14, 2015 |
| 2. Annexation effective date: | January 1, 2016 |

2.3 COMPLIANCE WITH LAWS

When undertaking activities required under this Agreement, each Party will ensure that its actions comply with applicable laws. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions. Unless directly specified in this Agreement, the Parties do not intend to change their legally-designated decision-making responsibilities. The Parties agree that any and all discretionary decision-making authority with respect to land use and permitting will transfer from the County to the City upon the Annexation Date.

2.4 INDEMNIFICATION PROVISIONS

2.4.1 The County shall indemnify and hold harmless the City and its elected officials, officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, 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 the City or the County and the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right, but not the obligation, to participate with regard to any issue that would have a direct impact on the city's municipal ordinances or city government; and if final judgment be rendered against the City and its elected officials, officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

2.4.2 The City shall indemnify and hold harmless the County and its elected officials, officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, 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 the County, or the County and the City, the City shall defend the same at its sole cost and expense, provided that the County retains the right, but not the obligation, to participate with regard to any issue that would have a direct impact on the King County Code or King County government; and if final judgment be rendered against the County and its officers, elected officials, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

2.4.3 The Parties acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from their concurrent negligence, and/or the concurrent negligence of each Party's respective agents, employees, and/or officers, the foregoing Sections 2.4.1 and 2.4.2 shall be valid and enforceable against each Party only to the extent of that Party's negligence and that of its respective agents, employees and/or officers.

2.4.4 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 that arises in whole or in part from the existence, application, or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding

(administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

2.4.5 In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility that arises in whole or in part from the existence or effect of County ordinances, rules, regulations, policies or procedures, as interpreted, asserted, applied, or enforced by the County. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any County ordinance, rule or regulation as asserted, interpreted, applied or enforced by the County, the County may defend the same at its sole expense and in its sole discretion, and if judgment is entered or damages awarded against the City, the County, or both, the County shall satisfy the same, including all chargeable costs and attorney's and expert witness fees.

2.4.6 The Parties agree that their obligations under this Section 2.4 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 mutually waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other Party. This Subsection 2.4.6 has been specifically negotiated between the parties.

2.4.7 Regarding properties to be transferred from the County to the City under this Agreement (the Transferred Properties), except for Environmental Claims, as defined below, 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 for injuries to persons or property damage ("Claims") arising out of the intentional, and/or negligent acts or omissions of the County occurring on those properties prior to the Annexation Date. "Environmental Claims" shall mean any and all Claims arising under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601 *et seq*; the Model Toxics Control Act (MTCA), RCW 70.105D, the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 *et seq.*, or any other federal, state, or local law, including ordinances, rules and regulations, that relates to the release of hazardous substances, as now or hereafter amended. The terms "release" and "hazardous substances" as they may appear in Sections 2.4.6 – 2.4.11 shall be defined according to the Model Toxics Control Act, and its implementing regulations, as may be hereafter amended. With respect to Environmental Claims relating to the Transferred Properties, the County shall only indemnify the City for such Claims to the extent the County or its agents released, or exacerbated the existing

release of hazardous substances on the Transferred Properties prior to the Annexation Date. For purposes of this Section 2.4.6, a discharge of stormwater into and through a stormwater system by third parties shall not constitute a release of hazardous substances by the County or its agents.

2.4.8 The City shall indemnify and hold harmless the County and its elected officials, officers, agents or employees, or any of them, from and against any and all Claims arising out of the Transferred Properties other than those Claims for which the County indemnified the City under Section 2.4.6.

2.4.9 If either Party is notified by the state Department of Ecology, the Environmental Protection Agency, or other regulatory agency on or after the effective date of this Agreement about potential liability for remedial action obligations related to Transferred Properties that may implicate or involve Environmental Claims for which either Party indemnified the other under Sections 2.4.7 or 2.4.8, the Party receiving the notice shall promptly notify the other Party in writing within ten (10) business days of receiving such notice. Each Party agrees to provide the other with a minimum of ninety (90) days advanced written notice prior to asserting an Environmental Claim against the other party. The Parties agree to meet during the 90-day periods above and discuss potential remedial actions and/or resolution of any Claim. If a Party is required by a federal, state or local regulatory agency to undertake immediate remedial actions to address the release or threatened release of hazardous substances, and if a party reasonably believes that any portion of the costs for such remedial actions could potentially form the basis for an Environmental Claim against the other Party, the Party required to take immediate remedial actions shall provide the other Party with a reasonable opportunity to review and comment on the scope and cost of any proposed remedial actions before such actions are undertaken. However, the provisions of this Section 2.4.9 shall not modify the indemnification obligations in Sections 2.4.7 and 2.4.8.

2.4.10 For a period of three (3) years following transfer, each Party to this Agreement shall exercise its best efforts to 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 Transferred Properties.

2.4.11 The provisions of this Section 2.4 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

2.4.12 Nothing in Section 2.4 shall supersede or modify any existing agreements between the Parties.

2.5 STATUS OF COUNTY EMPLOYEES

Subject to City civil service rules and state law, the City agrees to consider hiring County employees whose employment status is affected by the change in governance of the Annexation Area where such County employees make application with the City pursuant to the City's hiring process and meet the minimum qualifications for City employment. The County shall provide the City with a list of affected employees in a timely manner. The City's consideration of hiring affected sheriff department employees shall be governed by RCW 35.13.100 through 35.13.360 and other applicable law.

2.6 RECORDS TRANSFER

2.6.1 The County shall work with the City to transfer to the City any public records related to the annexation area, including but not limited to those pertaining to transferred facilities and properties within the annexation area. The City may send a written request for records to the director of any County division holding such records, or to the County's Public Records Officer. Alternately, the City may request a meeting between City representatives and County representatives of any County department for the purpose of reviewing and identifying records to be copied and/or transferred by contacting the department director in writing. The request shall provide sufficient detail to allow the County to identify and locate the specific records. The County shall provide the records within a reasonable time as agreed by the Parties.

2.6.2 If additional time is needed to produce any of the records referenced in section 2.6.1, above, the County shall inform the City of the amount of additional time needed to produce that record. Any such record shall be provided within 45 days after the Annexation Date or as otherwise agreed by the Parties.

2.6.3 Notwithstanding Section 2.6.1, records related to the County's processing of vested permits pursuant to this Agreement will be provided to the City as described in Section 5.7.4 of this Agreement.

2.6.4 The County may elect to provide original records or copies of records. The County may elect to provide an electronic copy in lieu of a paper copy.

2.6.5 The County shall provide the City one set of records satisfying the requirements of Section 2.6.1 free of charge.

2.6.6 Nothing in this Agreement relieves the County of its obligations to comply with the Public Records Act, chapter 42.56 RCW, now or as hereafter amended.

2.6.7 Nothing in this Agreement requires the County to either provide records that are not reasonably identifiable or to create records or compilations that do not already exist.

2.6.8 Any of either Party's records related to any matters covered by this Agreement, not otherwise privileged, shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense until December 31, 2016. Records requested under this Section 2.6.8 shall be made available for inspection during regular business hours within a reasonable time of the request.

2.7 FORMAT, FILING, DISPUTE-RELATED AND MISCELLANEOUS PROVISIONS.

2.7.1 **Entire Agreement.** This Agreement together with all Exhibits hereto contains all of the agreements of the Parties with respect to any matter covered or mentioned herein and no prior agreements shall be effective for any purpose, except those prior agreements directly referenced in this section 2.7.1. The Parties' prior agreements regarding County provision of jail, police, court, animal control, permit processing for previously annexed areas, and roads and drainage facility maintenance services shall remain in full effect. All Exhibits attached hereto and referenced herein are incorporated in this Agreement as if fully set forth. Any oral representation or understanding not incorporated herein is excluded.

2.7.2 **Filing.** A copy of this Agreement shall be filed with the City Clerk, and recorded with the King County Recorder's Office or listed by subject on the County's web site or other electronically retrievable public source.

2.7.3 **Cooperation.** The parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

2.7.3 **Binding effect.** This Agreement is binding upon and shall inure to the benefit of each Party hereto, its successors and assigns.

2.7.4 **Amendments.** No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. Any amendment that modifies a material term of this Agreement must be approved by the King County Council prior to the County executing the amendment.

2.7.5 **Severability.** If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clause(s) determined to be unenforceable, illegal, or contrary to public policy. The Parties will replace any severed provision with one that is closest in

meaning to the intent of the severed provision and that is not unenforceable, illegal or contrary to public policy.

2.7.6 **Assignment.** Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other affected Party.

2.7.7 **Dispute Resolution.** If agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement, the Parties should attempt to use an informal dispute resolution process such as mediation, through an agreed-upon mediator and process, to resolve the disagreement. If the parties engage in mediation all costs for mediation services will be divided equally between the Parties and each Party will be responsible for the costs of its own legal representation.

2.7.8 **Attorneys' Fees.** If either of the Parties defaults on the performance of any terms of this Agreement or places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all of its own attorneys' fees, costs and expenses.

2.7.9 **Legal Representation.** The services to be provided by the County pursuant to this Agreement do not include legal services, which under all circumstances shall be provided by the City at its own expense.

2.7.10 **Personnel.** Control of County personnel assigned to assist the City with any and all aspects of the annexation process as described in this Agreement, and control of County personnel assigned to Annexation Area permit processing pursuant to this Agreement, shall remain with the County. Standards of performance, discipline and all other aspects of performance of such County personnel shall be governed by the County.

2.7.11 **No Waiver.** Failure of either Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

2.7.12 **Levy Taxes.** City shall adopt in 2015 any ordinance or ordinances necessary to levy property taxes within the Annexation Area for collection after the Effective Date.

2.7.13 **Applicable Law.** Washington law shall govern the interpretation of this Agreement.

2.7.14 **Venue.** King County shall be the venue of any mediation, arbitration, or lawsuit arising out of this Agreement.

2.7.15 **Authority.** Each individual executing this Agreement on behalf of each Party represents and warrants that such individual is duly authorized to execute and deliver the Agreement on behalf of the applicable Party.

2.7.16 **Notices.** Any notices required to be given by the Parties shall be delivered at the addresses set forth above in Section 2.1. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the addresses set forth above in Section 2.1. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

2.7.17 **Performance.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

2.7.18 **Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language. Both Parties acknowledge and represent that they have had the opportunity to obtain and have had legal review of the terms and conditions of this Agreement. Each party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

2.7.19 **Captions.** The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

2.7.20 **Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No third-party beneficiaries are intended by this Agreement, and no other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

PART 3 PROPERTY TRANSFER PROVISIONS

3.1 PROVISIONS PERTINENT TO ALL TRANSFERRED PROPERTIES

3.1.1 **Revenue Sharing.** There shall be no revenue sharing between the Parties in conjunction with the Transferred Properties.

3.1.2 **Term.** The provisions of this Part 3 shall survive the expiration or termination of this Agreement and shall continue in force in perpetuity from the date signed by both Parties. This section will not become effective unless the City actually annexes the Annexation Area.

3.1.3 **Identification of Properties to be Transferred.** Properties to be transferred include the following: Park and Recreation Properties as listed in Exhibit B1, Drainage Facilities and Drainage Facility Property Interests as listed in Exhibit B2. Drainage Facilities contained within public road rights-of-way that will automatically transferring upon the Effective Date are identified in Exhibit B3.

3.1.4 **Conveyance of Title/Acceptance of Title Covenants.** The County shall, upon the Annexation Date, or if the Annexation Date falls on a weekend or holiday the first business day thereafter, convey all of its ownership interest in the properties described in Exhibits B1 and B2 to the City by quitclaim deed, in the form attached as Exhibit C. The City shall accept the Transferred Properties subject to all rights, conditions, covenants, obligations, limitations and reservations of each and every Transferred Property. The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in any deed of conveyance. The Parties agree that the County shall have standing to enforce all deed covenants for each of the Transferred Properties, including but not limited to the Park and Recreation Properties listed in Exhibits B1.

3.1.5 **Property Interests Not to be Transferred.** Drainage Facilities and Drainage Facility interests within the Annexation Area that are not held by the County as listed in Exhibit D shall not be transferred, but shall remain in private ownership. Upon and after the Annexation Date the City has the right, but not the obligation, to inspect the Drainage Facilities listed in Exhibit D.

3.1.6 **Condition of Premises.** The City will have the opportunity to inspect the Transferred Properties and agrees to accept the Transferred Properties in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs,

improvements of, and provisions of services upon, the Transferred Properties, except as set forth within Section 3.1.10 of this Agreement. This Agreement is not intended to modify existing agreements between the Parties related to roads maintenance services and maintenance of drainage facilities.

3.1.7 **Inspection.** The County will make current County personnel most knowledgeable about the Transferred Properties available to jointly inspect the Transferred Properties with City personnel. Such personnel will be reasonably prepared to inform City personnel regarding the status of maintenance of Personal Property on the Transferred Properties. Records concerning the Transferred Properties will be made available to the City pursuant to Section 2.6 of this Agreement.

3.1.8 **Personal Property.** The County shall also convey to the City all of the County's right, title and interest in certain personal property and appurtenances (the "Personal Property") associated with the Transferred Properties including but not limited to structures, fencing, irrigation, and asphalt. The City agrees to accept the Personal Property in AS IS condition, and to assume full and complete responsibility for the Personal Property.

3.1.9 **Disclaimer of Warranties.** King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Transferred Properties or the Personal Property, and no official, employee, representative or agent of King County is authorized otherwise.

3.1.10 **Hold Harmless.** The City acknowledges and agrees that, except as set forth in Section 2.4 of this Agreement, the County shall have no liability for, and that the City shall hold harmless, indemnify and release and have no recourse against the County for any defect or deficiency of any kind whatsoever in the Transferred Properties or the Personal Property, including any necessary maintenance or replacement of said Properties, except for any such defect or deficiency that was known to the County prior to conveyance or transfer of the Transferred Properties or Personal Property, and which defect or deficiency the County agreed to remedy prior to conveyance or transfer.

3.1.11 **No Merger.** The terms, covenants, representations and warranties contained in this Agreement shall not merge into any deed of conveyance, but shall survive the conveyance of each of the Transferred Properties and shall continue in force unless both parties mutually consent in writing to termination.

3.1.12 **Deeds to Control.** If there is any conflict between the terms and provisions of this Agreement, and the terms and provisions of any deed executed to convey a Transferred Property, then the terms and provisions of the deed shall control.

3.2 PARK AND RECREATION PROPERTIES

3.2.1 **Park and Recreation Covenants.** The deeds to Park and Recreation Properties listed in Exhibit B1 shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

All deeds to Park and Recreation Property shall contain the following covenants:

“The City covenants that the Property shall continue to be used in perpetuity for park or recreation purposes unless other equivalent lands or facilities within the County or the City are received in exchange therefore and the replacement lands or facilities are used in perpetuity for park, or recreation purposes.”

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that any and all user fees charged for the Property, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for park or recreation purposes.”

The deed for Queens Bog shall also contain the following covenants:

1. Said real property shall be maintained as a wildlife refuge, with limited human activity conducted therein only as specified by the City of Sammamish, Parks Division. Interpretive signs shall be erected and maintained at appropriate locations within the real property which prohibit unauthorized entry and explain the benefits of maintaining the real property in its native state.
2. No Hunting, fishing trapping or other interference with or destruction of fish, game, birds, or any other wildlife or flora shall be permitted within said real property, except as authorized by the City of Sammamish and /or the State of Washington Department of Fish and Wildlife.

3. No horses, domestic animals or motor vehicles of any kind shall be allowed within said real property, other than those necessary for maintenance of trails, viewing platforms, drainage facilities, signs, or any other limited human intrusion specifically permitted by the City of Sammamish.
4. No commercial, residential, active recreational or other use shall be established, nor restrooms, concessions, parking facilities or park improvements, other than City of Sammamish approved drainage facilities, a trail system and one or more viewing platforms shall be erected or maintained within the real property described.

3.2.2 **Exchange of Property.** If the City acquires or re-designates real property for park or recreation purposes after the Annexation Date, and wishes to exchange that property for equivalent Park Transferred Property listed in **Exhibit B1** it may do so, subject to review and approval by the County; such County approval not to be unreasonably withheld. In that event, the County will execute and record a release of County-imposed covenants, conditions, and restrictions ("CC&Rs") on the Transferred Property at issue, upon the City's execution and recording of equivalent CC&Rs to the property proposed for exchange.

3.3 ADDITIONAL COUNTY-OWNED PROPERTY INTERESTS

The Parties will make staff available to identify and review any additional County-owned local drainage facilities, easements, and other property interests (Additional Properties) within the Annexation Area that should appropriately be conveyed to the City on an as-needed basis. Such Additional Properties include those for which the County's facility acceptance process has not yet been completed, including both projects being constructed by the County as well as projects subject to County approval that are constructed by third parties. Any such Additional Properties shall be transferred to the City pursuant to this Agreement and upon County approval. The transfer of responsibility for Personal Property shall be documented in writing signed by appropriate representatives of the Parties, identifying each specific facility transferred, and the date of transfer. If an Additional Property to be transferred is real property the transfer shall be by quitclaim deed as reflected in Exhibit C.

PART 4

EMERGENCY AND COURT SERVICES TRANSFER PROVISIONS

4.1 JAIL SERVICES TRANSITION

The City is responsible for the incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Area on or after the Annexation Date. The County is responsible for the incarceration of adult offenders charged with misdemeanor or gross misdemeanor crimes occurring in the Annexation Area before the Annexation Date.

4.1.1 Existing Agreements.

This Agreement is not intended to modify existing agreements between the Parties related to jail services.

4.2 POLICE SERVICES TRANSITION.

4.2.1 **Criminal Cases and Investigations.** On and after the Annexation Date, police services responsibility within the Annexation Area will be transferred to the City. The County will be responsible for all criminal cases and investigations reported before the Annexation Date, including but not limited to all costs associated with those cases and investigations. The City will be responsible for all criminal cases and investigations reported on and after the Annexation Date, including but not limited to all costs associated with those cases and investigations. The City's Chief of Police and the King County Sheriff will work together to ensure a smooth transition plan and a continuing partnership.

4.2.2 **Sharing of Community Information.** The County agrees to provide policing-related community contact lists that the County may have regarding the Annexation Areas to the City. These lists may include, but are not limited to: members of block watch programs, community groups, and/or homeowner's associations. The lists shall be provided to the City according to Section 2.6.1 of this Agreement.

4.2.3 **911 Services.** The Parties agree to coordinate the transfer of emergency response services in the Annexation Areas.

4.2.4 **Existing Agreements.** This Agreement is not intended to modify existing agreements between the Parties related to police services.

4.3 DISTRICT COURT SERVICES TRANSITION

The County will be responsible for the prosecution and adjudication of infractions and misdemeanor criminal cases, including the costs thereof, which occur within the Annexation Area before the Annexation Date. The City will be responsible for the prosecution and adjudication of infractions and misdemeanor criminal cases, including the costs thereof, which occur in the Annexation Area upon and after the Annexation Date.

4.3.1 Existing Agreements.

This Agreement is not intended to modify existing agreements between the Parties related to District Court services.

PART 5

VESTED PERMIT APPLICATION REVIEW PROVISIONS

5.1 VESTED PERMIT PROCESSING

The Parties agree that County staff may continue to process various vested development permit applications within the Annexation Area for a transitional period as set forth in this Part Five of this Agreement.

5.2 ADMINISTRATIVE AND MINISTERIAL PROCESSING

County permit review pursuant to this Agreement is intended to be of an administrative and ministerial nature only. Any and all final recommendations on legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City's designated decision maker and processed pursuant to the City's applicable review and appeal procedures.

5.3 REVIEW FEES

The City shall adopt legislation authorizing the County to charge review fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

5.4 PRE-ANNEXATION BUILDING PERMIT APPLICATIONS

5.4.1 Except as otherwise provided herein, the County shall continue to review on the City's behalf all vested building-related permit applications filed with the County before the Annexation Date that involve property within the Annexation Area. For the purposes of this Agreement, building-related permits include but are not limited to building permits, fire systems/fire sprinkler permits, mechanical permits, clearing and grading permits involving 500

cubic yards of material or less, and right of way permits. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decision regarding whether or when an application has vested shall be made by the City pursuant to the County Code and state law. The County will make appropriate personnel available to consult regarding permit vesting issues upon request from the City.

5.4.2 The City shall review all new building-related permit applications involving property within the Annexation Area that are filed on or after the Annexation Date pursuant to City regulations, except as provided in section 5.4.4 of this Agreement.

5.4.3 Except as provided in Section 5.12.3 of this Agreement, the County's review of building-related permits shall include conducting inspections, issuing correction notices, evaluating compliance with any and all approval conditions and making decisions to approve, condition or deny such applications, certificates of occupancy, and permit renewals and completion of renewals.

5.4.4 The County shall receive and process any permit applications submitted after the Annexation Date that implement conditions of a Commercial Site Development permit issued by the County prior to the Annexation Date. The County shall additionally receive and process ancillary permit applications, such as mechanical permits, that are made on or after the Annexation Date and that are essential for completion of an approved project permit.

5.4.5 The County shall review and render decisions on requests for minor changes to approved building-related permit plans up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. The County shall review and make recommendations to the City's designated decision maker on requests for major changes to approved building-related permit plans up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. The County will make a final decision on such requests for substantive plan changes upon the City's request. Following issuance of the certificate of occupancy or final construction approval, all requests for changes to the approved set of plans shall be referred to the City. The City intends to process such requests as new permit applications.

5.4.6 The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

5.5 PRE-ANNEXATION LAND USE PERMIT APPLICATIONS

5.5.1 **Identification of Projects.** Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the Annexation Date that involve property within the Annexation Area. Land use permit applications shall include, but are not limited to, threshold determinations made under the State Environmental Policy Act (SEPA), clearing and grading permits

involving more than 500 cubic yards of material, short plat approvals, preliminary plat approval, final plat approval, conditional use permits, design review, site plan review, variances, lot line adjustments, binding site plan approval, civil construction permits, and planned unit development approval. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decisions regarding whether or when an application has vested shall be made by the City. The County will make appropriate personnel available to consult regarding permit vesting issues upon request from the City.

5.5.2 **Designation of Actions.** For those vested land use applications that do not require a public hearing or a public meeting prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's designated decision maker based upon the regulations under which the applications are vested. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City's designated decision maker and will be processed pursuant to the City's applicable land use review and appeal procedures. All final decisions on such vested land use applications shall be rendered by the City.

5.5.3 **Rezone applications.** All rezone applications and any associated permit applications shall be referred to the City for all further processing.

5.5.4 **County Report and Preliminary Recommendation.** For those vested land use applications that require quasi-judicial approval, legislative approval, or which involve filed administrative appeals, the County shall prepare a report and preliminary recommendation to the City's designated decision maker for a final decision pursuant to applicable County codes and the City's applicable land use review and appeal procedures. The City's decision-maker shall not be a County employee. The City shall be responsible for scheduling, providing notice, conducting any public hearings required, and making any decision in conjunction with the application or appeal.

5.5.5 **Subdivision Application Review for Preliminary Approval.** For those vested subdivision, short subdivision and binding site plan applications that have not yet received preliminary approval, the County shall continue to review the application up to the point of making a recommendation to the City's designated decision maker on preliminary approval.

5.5.6 **Subdivision Application Review for Post-Preliminary Approval.** For those vested subdivision, short plat, and binding site plan applications that have received preliminary approval prior to annexation, the County shall continue and complete all post-preliminary review up to the point of making a recommendation to the City on final approval. For purposes of this section, post-preliminary review phases include: engineering plan approval, final plat, short plat or binding site plan approval, and construction inspection approval.

5.5.7 **Road Variances.** The County shall review and make recommendations to the City's designated decision maker on applications to vary adopted road or drainage standards that are made in conjunction with a land use application being reviewed by the County pursuant

to this Agreement. All final decisions on such variance applications shall be rendered by the City.

5.5.8 **Plan Changes.** For projects under construction at the time of annexation, the County shall review and render decisions on requests for changes to approved land use permit engineering plans through final construction approval. Following issuance of final construction approval, requests for changes to the approved set of plans shall be referred to the City.

5.6 APPEALS AND PUBLIC HEARINGS

5.6.1 All public hearings on applications, and any and all hearings on appeals of decisions made by either Party pursuant to this Agreement, shall be conducted by the City according to City processes. The City shall be responsible for scheduling, providing notice, conducting any public hearings required, and making all decisions in conjunction with the hearing or appeal.

5.6.2 County staff will attend hearings and testify regarding County analysis upon request from the City.

5.7 LIST OF PROJECTS, NOTICE OF MEETINGS AND OPTION TO EXCLUDE

5.7.1 **List of Projects.** The County will prepare and send to the City monthly lists of all building, land use and associated ancillary permit applications pending within the Annexation Area. The list shall include the status of each project as shown in the County record-keeping system.

5.7.2 **Exclusion of Projects.** Either Party's chief executive office or designee may, at any time and for any reason, exclude from this Agreement any building, land use or associated ancillary permit application(s) within the Annexation Area upon providing ten days advance written notice of its intent to exclude the application(s). Upon exclusion, the County shall turn the complete application file over to the City for all further processing. The complete application file shall include all project-related applications, studies, plan sets, memoranda, analysis, maps, photographs, previously rendered project-related decisions, and similar documents required by state law or County Code for project review, and all non-privileged internal DPER communications and external correspondence related to substantive decision making regarding the project. County staff shall consult with the City regarding the application upon the City's request.

5.7.3 **Notice of Meetings.** The County shall promptly notify the City upon the scheduling of all technical screening meetings, pre-construction conferences and engineering pre-submittal meetings for projects being reviewed by the County pursuant to this Agreement. The City may attend and participate in these meetings.

5.7.4 **Document Transfer.** The County shall promptly provide the City with a complete copy of each permit application file, including any and all associated financial guarantee files processed pursuant to this Agreement upon the City's request, completion of permit review,

termination of this Agreement under Section 5.13 or expiration of this Agreement, whichever comes first. The County may provide copies in an electronic format.

5.7.5 **Existing Agreements** This Agreement is not intended to modify existing agreements between the Parties related to permit processing for previously annexed areas.

5.8 SEPA COMPLIANCE

5.8.1 **City to Serve as Lead Agency.** In order to satisfy the procedural requirements of the State Environmental Policy Act, codified at Chapter 43.21C RCW the City shall serve as lead agency for all Annexation Area building permit and land use applications, including those being processed by the County pursuant to this Agreement. The City has designated the SEPA Responsible Official to make threshold determinations and to supervise the preparation and content of environmental review for projects within the Annexation Area.

5.8.2 For those permit applications requiring a SEPA determination, the County will not take final action upon the application until the City's SEPA Responsible Official has acted. The County agrees to provide technical and administrative SEPA assistance to the City's SEPA Responsible Official on such projects. Such assistance may include, but is not limited to:

- review of an applicant's environmental checklist and collection of relevant comments and facts;
- preparation of a proposed SEPA threshold determination with supporting documentation for approval, which will include citations to a) King County Code provisions that compliance with will negate a probable significant adverse impact, and b) King County Code substantive authority for recommended mitigation measures;
- publication and notice by the County on behalf of the City's SEPA Responsible Official;
- preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's SEPA Responsible Official;
- attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- preparation of any required draft, final, addendum or supplemental EIS for approval of the City's SEPA Responsible Official; and
- coordination of adopted or required SEPA measures of mitigation with project review staff.

5.8.3 Any decision whether to condition or deny an application on SEPA grounds shall be made by the City.

5.9 CODE ENFORCEMENT

5.9.1 **Identification of Code Enforcement Cases.** At least thirty (30) days prior to the Annexation Date the County shall provide the City with a list and brief explanation of all pending Annexation Area code enforcement cases. The County shall continue to process pending code enforcement cases until the Annexation Date. On and after the Annexation Date, the City shall be responsible for all code enforcement actions within the Annexation Area. The County shall provide the City with complete copies of Annexation Area enforcement files in accordance with Section 2.6.1 of this Agreement. Enforcement files shall include all non-privileged, substantive communications and analysis regarding the alleged violation(s) of County Code, all photographs and similar documents reflecting the County's investigation of the condition and uses of the subject property, and any and all regulatory documents issued pursuant to King County Title 23.

5.9.2 **Public Health or Safety Hazards.** On and after the Annexation Date the City shall be responsible for code enforcement actions necessary to address public health or safety hazards within the Annexation Area.

5.9.3 **Permit Conditions.** The County is authorized to enforce all conditions of approval for those Annexation Area permit applications under County review pursuant to this Agreement. Pursuant to this provision, the County is authorized to issue corrective notices and/or withhold permit approvals or recommendations for approvals. If code compliance remains unresolved after the first notice, the County shall advise the City, and at the City's discretion, the City may initiate code enforcement cases, assess civil penalties, initiate financial guarantee recall, or otherwise take legal action to remedy the violation or non-compliance.

5.10 FINANCIAL GUARANTEES

5.10.1 **Projects to be Reviewed by the City.** Any financial guarantee that is intended to secure compliance with project conditions that are being or will be reviewed by the City shall be turned over to or posted with the City, which shall have sole authority and discretion over its release and/or enforcement.

5.10.2 **Projects to be Reviewed by the County.** Any financial guarantee that has been posted or is otherwise required in order to guarantee compliance with conditions being reviewed by the County pursuant to this Agreement shall be retained by or posted with the County. On behalf of the City, the County is authorized to accept such financial guarantees and to release them where it determines that conditions for release have been satisfied. The County shall advise the City prior to releasing such financial guarantee instruments, and the City may request consultation with the County before the release of such financial guarantee instruments.

5.10.3 **Enforcement of Financial Guarantees.** The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees for Annexation Area projects.

5.11 PROCESSING PRIORITY

The County agrees to process pre-annexation building and land use applications in accordance with the County's administrative procedures, staffed as resources allow, and at the same level of service as provided to County applications.

5.12 FEES AND REIMBURSEMENT

5.12.1 **County Authorized to Collect Review Fees.** For applications processed by the County pursuant to this Agreement, in order to cover the costs of providing services, the County is authorized to collect and retain such application and other fees as are authorized by the County fee ordinances adopted by the City pursuant to Section 5.3 above.

5.12.2 **Additional Fees.** For applications being processed by the City pursuant to this Agreement, when the City requests services from the County, the City shall pay the County at such hourly rate as specified in the version of King County Code Title 27 in effect at the time the services are performed. The County shall not seek reimbursement under this paragraph for review services performed on an individual permit application where the County has already been fully compensated for such services by the receipt of permit application review fees, which include fees for testifying at public hearings required by the application process. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received.

5.12.3 **Impact Fees.** Prior to the Effective Date the County shall assess, collect, and distribute all Annexation Area project-related impact fees pursuant to the King County Code. After the Effective Date the City shall assess, collect, and distribute all Annexation Area project-related impact fees pursuant to the Sammamish Municipal Code and state law. For all vested building permit applications pertaining to the construction of new dwelling units upon which impact fees were not assessed before the Effective Date, the County shall continue reviewing the application and make a recommendation that a permit be approved, conditioned, or denied. The County shall then transfer the complete application file to the City. The City shall make the final decision whether to approve the permit, assess and collect project-related impact fees, and perform all further permit review and processing.

5.13 TERMINATION AND EXPIRATION

Either Party's chief executive officer or designee may terminate the provisions of this Part Five of this Agreement for any reason upon providing at least sixty (60) days written notice to the other party. Upon expiration or termination of this Agreement, the County will have no further authority or obligation to process, review, or enforce any application or permit condition under this Section 5 of this Agreement. Upon transfer of authority, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

5.14 EXTENSION

The Parties' chief executive officers or their designees may agree to extend the duration of the provisions of this Part Five of this Agreement until June 30, 2025 or to any date or dates prior thereto. In order for any such extension to occur, the City's chief executive officer or designee should make a written request to the County Executive not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing by the County Executive or designee. If the parties have not agreed to an extension in writing by the otherwise applicable expiration date, the Agreement shall expire. If the Parties agree to extend the provisions of this Part Five of this Agreement for any period of time, the provisions of Part Two of this Agreement shall also be extended for the same period of time.

5.15 APPLICATION PROCESS

At least thirty (30) days prior to the Annexation Date the City will prepare and have available for applicants and other interested parties a document describing the handling of applications based on this Agreement.

5.16 NOTICE OF EXPIRED PERMIT APPLICATIONS

At least thirty (30) days prior to the Annexation Date the County shall advise any and all applicants whose permit applications have expired or will expire within ninety (90) days prior to annexation regarding the status of their application(s). The notification shall inform such applicants that inquiries regarding the status of their application(s) should be directed to the County.

**PART 6
APPROVAL BY THE PARTIES**

IN WITNESS WHEREOF, the Parties have signed this Agreement.

CITY OF SAMMAMISH

KING COUNTY

By: 
Ben Yazici
City Manager

By: 
Dow Constantine
County Executive

DATED:

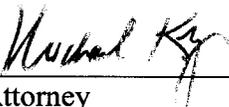
DATED:

November 17, 2015

12/29/15

APPROVED AS TO FORM:

APPROVED AS TO FORM:


City Attorney

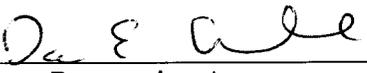

Deputy Prosecuting Attorney
Darren E. Carnell

Exhibit A

Description of Annexation Area

Klahanie Proposed Annexation Area

Legal Description

Those portions of Sections 10, 11, 12, 13, 14, 15, 22 and 23 Township 24 North, Range 6 East, W.M., King County, Washington, described as follows:

Beginning at the intersection of the West line of the East half of the Northeast quarter of said Section 22, and the Easterly line of the Plat of Vaughn Hill Addition as recorded in Volume 102 of Plats, Pages 99-100, records of King County, Washington, said intersection being on the Issaquah city limits as annexed under Ordinance No. 2255; thence, along said Issaquah city limits, Southeasterly along said Easterly line to the Southeasterly margin of Issaquah-Fall City Road as conveyed to King County under King County recording number 9807070554; thence continuing Southeasterly along said Easterly line to the southeast corner of said Plat; thence Northeasterly, along the southerly line of that parcel of land conveyed by Deed

recorded under Recording Number 20040813000399 to the southeast corner of said parcel; thence Northwesterly, along the easterly line of said parcel, to the intersection with the westerly extension of the southerly line of that parcel of land described as Parcel A as conveyed by Deed recorded under Recording Number 20020306001321; thence Northeasterly, along the southerly lines of said Parcel A and Parcel B of said Deed, to the east line of the Northeast quarter of said Section 22 ; thence along said east line, to said Southeasterly margin of Issaquah-Fall City Road;

Thence Northeasterly along said Southeasterly margin to its intersection with the Southwesterly extension of the Southeasterly margin of SE Duthie Hill Road;
Thence Northeasterly along said Southeasterly margin to its intersection with the Southeasterly extension of the Southwesterly margin of Issaquah-Beaver Lake Road, said intersection being on the Sammamish city limits as established by the incorporation of the city of Sammamish;

Thence along said Sammamish city limits the following courses:

Thence Northwesterly along said extension and said Southwesterly margin to its intersection with the South margin of SE 32nd Street;

Thence Westerly along said South margin to its intersection with the Southeasterly margin of SE 32nd Way;

Thence Southwesterly along said Southeasterly margin to its intersection with the Easterly margin of Issaquah-Pine Lake Road (also known as Gobel Road, King County Road No. 558) as established by deed recorded under King County recording number 7807130727;

Thence Southeasterly, Southwesterly, Southerly and Southeasterly along said Easterly margin to its intersection with the Easterly extension of the South margin of SE 48th Street, said intersection being on the Issaquah city limits as annexed under said Ordinance No. 2255;

Thence leaving said Sammamish city limits and following said Issaquah city limits the following courses:

Thence continue Southeasterly along said Easterly margin to its intersection with the Northwesterly margin of said Issaquah-Fall City Road as conveyed to King County under King County recording numbers 9807070556 and 9807070557;

Thence Northeasterly along said Northwesterly margin to the West line of the East Half of the Northeast quarter of said Section 22;

Thence Southerly along said West line to the **Point of Beginning"**

Exhibit B-1-Parks and Recreation Related Properties

Parks and Recreation Related Properties Transferred from King County to the City of Sammamish Described as Follows:

1. PIN # 1124069013

That portion of the Southwest quarter of Section 11, Township 24 North, Range 6 East, W.M., King County, Washington described as follows:

Beginning at the Northwest corner of said subdivision;

Thence $01^{\circ}27'18''$ W along the West line thereof a distance of 30.00 feet to the South Margin of SE 32nd Street;

Thence S $88^{\circ}12'53''$ E along said South margin a distance of 208.00 feet to the True Point of Beginning of the herein described tract;

Thence continuing S $88^{\circ}12'53''$ E along said South margin, a distance of 1,348.28 feet to the Easterly margin of the Bonneville Power Administration Transmission Line Easement;

Thence S $16^{\circ}26'31''$ E along said Easterly margin a distance of 1,618.52 feet to the Northerly margin of S.E. Klahanie Boulevard;

Thence S $86^{\circ}00'00''$ W along said Northerly margin a distance of 622.03 feet to a point of curve;

Thence Westerly continuing along said Northerly margin along the arc of a curve to the left, said curve having a radius of 1,067.38 feet through a central angle of $04^{\circ}36'11''$ a distance of 85.75 feet;

Thence N $19^{\circ}11'17''$ W a distance of 250.95 feet;

Thence N $53^{\circ}14'26''$ W a distance of 205.29 feet;

Thence N $03^{\circ}34'35''$ E a distance of 240.47 feet;

Thence N $14^{\circ}46'58''$ E a distance of 372.32 feet;

Thence N $19^{\circ}58'59''$ W a distance of 117.05 feet;

Thence N $49^{\circ}41'09''$ W a distance of 216.39 feet;

Thence N $71^{\circ}15'50''$ W a distance of 704.95 feet;

Thence N $88^{\circ}12'53''$ W a distance of 95.00 feet to the Southeast corner of the West 208.00 feet of the North 238.00 feet of said subdivision;

Thence N $01^{\circ}27'18''$ E along the East line thereof a distance of 208.00 feet to the True Point of Beginning.

2. PIN # 1124069106

That portion of the Southwest quarter of Section 11, and of the Southeast quarter of Section 10, all in Township 24 North, Range 6 East, W.M., King County, Washington described as follows:

Beginning at the Northeast corner of said Southeast quarter of Section 10;

Thence S 01°27'18" W along the East line thereof, a distance of 30.00 feet to the South margin of S.E. 32nd Street and the True Point of Beginning of the herein described Tract;

Thence N 88°09'19" W along said South margin, a distance of 611.81 feet to the Easterly

Boundary of Klahanie Division No. 7, according to the plat thereof recorded in Volume 142 of

Plats, Pages 34 through 41, Records of King County, Washington;

Thence Southeasterly along said Easterly boundary the following courses and distances,

S 01°27'50" W a distance of 473.21 feet;

Thence S 53°29'06" E a distance of 718.98 feet

Thence S 60°55'45" E a distance of 1,237.37 feet;

Thence S 19°11'17" E a distance of 232.79 feet to a point on the Northwesterly margin of

S.E. Klahanie Boulevard and a point on the arc of a curve, the center of which bears S 19°23'56" E;

Thence Easterly along said Northerly margin along the arc of a curve to the right, and

Departing from said boundary of Klahanie Division No. 7, said curve having a radius of 1,067.38

Feet, through a central angle of $10^{\circ}47'45''$ a distance of 201.12 feet

Thence N $19^{\circ}11'17''$ W a distance of 250.95 feet;

Thence N $53^{\circ}34'26''$ W a distance of 205.29 feet;

Thence N $03^{\circ}34'35''$ E a distance of 240.47 feet;

Thence N $14^{\circ}46'58''$ E a distance of 372.32 feet

Thence N $19^{\circ}58'59''$ W a distance of 117.05 feet;

Thence N $49^{\circ}41'09''$ W a distance of 216.39 feet

Thence N $71^{\circ}15'50''$ W a distance of 704.95 feet;

Thence N $88^{\circ}12'53''$ W a distance of 95.00 feet to the Southeast corner of the West 208.00 feet of the North 238.00 feet of Southwest quarter of Section 11;

Thence continuing N $88^{\circ}12'53''$ W a distance of 208.00 feet

Thence N $01^{\circ}27'18''$ E a distance of 208.00 feet to the True Point of Beginning.

**Exhibit B-2-
Drainage Facilities and Drainage Facility Property Interests**

Parcels with associated drainage facilities:

PIN	Property Name	Acres	Facility ID	Type	Facility Name
0318400310	Autumn Glen I Tract D	1.19	D91612	Tank	Autumn Glen I
1149900340	Brookshire East Tract D	.26	D91689	Pond	Brookshire East
1150900120	Brookshire Ridge Tract A	.5	D92780	Pond	Brookshire Ridge
1424069087	Short Plat 1186017 Tract A	.91	D91666	Pond	Hunter's Ridge
2806000700	Glenwood Tract D	.66	D91567	Pond	Glenwood (P)
3527300140	Hunter Lane Tract B	.27	D92725	Pond	Hunter Lane Tract B
3905081910	Klahanie Div. 19 Tract N	.14	D92022	Pond	Klahanie Div 19
3905090590	Klahanie Div. 20 Tract F	.25	D92382	Pond	Klahanie East (Div 20)
3905101030	Klahanie Div. 21 Tract G	2.56	D92440	Pond	Klahanie Div 21
6790800070	Pine Classics Tract B	.75	D93079	Vault/ Infiltration	Pine Classics
6791150250	Pine Lake Meadows Tract A	.61	D90142	Pond	Pine Lake Meadows Pond A
6791150260	Pine Lake Meadows Tract B	1.8	D90159	Pond	Pine Lake Meadows Pond B
8078350540	Summer Meadows Div. 1 Tract B	1.37	D91326	Pond	Summer Meadows Division Div 1

Easements with associated Drainage Facilities

D91255	Klahanie Division 4	Vault
D91271	Brookshire Estates	Pond
D91481	Summer Meadows Div 2	Tank
D91893	Klahanie North (Division 13)	Pond
D91894	Klahanie Div 10 12 & 16	Wetland Pond
D92436	KCSP S89S0278	Tank
D92454	Traditions at Klahanie (Tract B) (Division 19)	Pond
D93080	KCSP L05S0061	Vault
D93134	Hunter's Place	Vault
D93136	KCSP L05S0061	Vault
D93186	Hunter's Place II	Vault
D93191	KCSP L04S0057/L04S0058	Vault
D93238	Overlook at Brookshire (fka Nelsen-Catterall)	Vault
DR0609	Queens Bog Dam	Pond (Dam)
DR0612	Klahanie Pond 1	Pond (Dam)
DR0613	Yellow Lake Dam	Pond (Dam)
DR0614	Klahanie Pond 2	Pond (Dam)
DR0615	Klahanie Division 13	Pond (Dam)

All drainage easements dedicated to King County or the Public in the following Recorded Plats:

AUTUMN GLEN I

BARCLAY SQUARE

BARCLAY SQUARE

BROOKSHIRE CREST

BROOKSHIRE ESTATES

BROOKSHIRE ESTATES

BROOKSHIRE ESTATES

BROOKSHIRE RIDGE

FAIRFIELD GREEN

FAIRFIELD GREEN

GLENWOOD

HUNTER LANE

HUNTER'S PLACE

HUNTER'S PLACE II

HUNTERS RIDGE

JACOB'S MEADOW

JACOB'S MEADOW

KENLOCH

KENLOCH

KENLOCH

KLAHANIE

KLAHANIE COMMUNITY CENTER-BSP

KLAHANIE DIV NO. 02

KLAHANIE DIV NO. 03

KLAHANIE DIV NO. 04

KLAHANIE DIV NO. 05

KLAHANIE DIV NO. 06

KLAHANIE DIV NO. 07

KLAHANIE DIV NO. 07

KLAHANIE DIV NO. 08

KLAHANIE DIV NO. 09

KLAHANIE DIV NO. 10

KLAHANIE DIV NO. 11

KLAHANIE DIV NO. 12

KLAHANIE DIV NO. 13

KLAHANIE DIV NO. 14

KLAHANIE DIV NO. 15

KLAHANIE DIV NO. 16

KLAHANIE DIV NO. 17

KLAHANIE DIV NO. 18

KLAHANIE DIV NO. 19

KLAHANIE DIV NO. 19

KLAHANIE DIV NO. 20

KLAHANIE DIV NO. 21

KLAHANIE DIV NO. 22

KLAHANIE DIV NO. 23

LAKE PARK TOWNHOMES AT KLAHANIE

OVERLOOK AT BROOKSHIRE

OXFORD PARK PH 01

OXFORD PARK PH 01

PINE CLASSICS

PINE LAKE MEADOWS

RAINBOW LAKE RANCH

SIERRA AT KLAHANIE

SIERRA AT KLAHANIE

SIERRA AT KLAHANIE

SKYE LANDING AT KLAHANIE

SKYE LANDING AT KLAHANIE

SKYE LANDING AT KLAHANIE

SUMMER MEADOWS DIV NO. 01

SUMMER MEADOWS DIV NO. 02

SUMMER POND DIV NO. 01

SUMMER POND DIV NO. 02

SUMMERWOOD

SUNDANCE AT KLAHANIE PH 01

SUNDANCE AT KLAHANIE PH 01

TANGLEWOOD AT KLAHANIE

TANGLEWOOD AT KLAHANIE

TANGLEWOOD AT KLAHANIE

TANGLEWOOD AT KLAHANIE

TRADITIONS AT KLAHANIE

VILLAGE AT KLAHANIE

KC Short Plat 276021

KC Short Plat 278074

KC Short Plat 287027

KC Short Plat 387051

KC Short Plat 387052

KC Short Plat 974025

KC Short Plat 980020

KC Short Plat 1177104

KC Short Plat 1186017

KC Short Plat 1187025

KC Short Plat L04S0057

KC Short Plat L04S0058

KC Short Plat L05S0049

KC Short Plat L05S0050

KC Short Plat L05S0061

KC Short Plat S89S0278

Exhibit B-3
Drainage Facilities Within Public Road Rights of Way

D91568	Glenwood (SLT)	Tank
D91569	Glenwood (NLT)	Tank
D91615	Brookshire Crest	Tank
D91631	Summer Pond #2	Vault
D92726	Hunter Lane	Vault

Exhibit C Deed Form

AFTER RECORDING RETURN TO:

CITY OF SAMMAMISH
801 228TH AVE SE
SAMMAMISH, WASHINGTON 98075

QUITCLAIM DEED

Grantor -- King County, Washington
Grantee -- City of Sammamish
Legal -----Lots XXXXXXXXXX through XXXXXXXX, inclusive, ,
records of King County, Washington; EXCEPT that portion
XXXXXXXX
Tax Acct. -- XXXXXXXXX

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for good and valuable consideration conveys and quitclaims to Grantee, the City of Sammamish, the following real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference including after acquired title.

GRANTOR
KING COUNTY

Accepted and Approved
City of Sammamish
A Municipal Corporation of the State of
Washington

BY: _____
DATE: _____

BY: _____
DATE: _____

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCK APPEARS ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony Wright, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____
City and State

Signature

Printed Name

My appointment expires _____

Exhibit D Privately Owned Drainage Facilities

Number	Name	Address	Type
D97404	Lakeside Montessori	3522 Issaquah-Pine Lake Rd SE	Pond
D97907	Faith United Methodist Church	3924 Issaquah-Pine Lake Rd SE	Pond
D98210	Shepherd of the Hills Lutheran Church	24850 SE Issaquah-Fall City Rd	Pond /Bioswale
D98234	QFC Klahanie-Vault A	4570 Klahanie Dr SE	Vault
D98235	QFC Klahanie-Vault B	4570 Klahanie Dr SE	Vault
D98451	Lakeside Montessori	3522 Issaquah-Pine Lake Rd SE	Tank
D98535	Beaver Lake Middle School	25025 SE 32nd St.	Pond
D98552	Klahanie Park	25000 SE Klahanie Blvd	Pond
D98835	Jacob's Meadow Condos	23710 SE 36th Lane	Wetpond
D99047	Eastridge Christian Assembly	24505 SE Issaquah-Fall City Rd	Pond