

INTERAGENCY AGREEMENT

CITY OF SAMMAMISH AND KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS, PARKS AND RECREATION DIVISION

ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT

I. RECITALS.

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Sammamish (the “City”), and King County Department of Natural Resources and Parks, Parks and Recreation Division (“King County”), (individually a “Party” and collectively the “Parties”), for the purposes set forth below.

WHEREAS, the City is a municipal corporation of the State of Washington, organized and operating under the Optional Municipal Code, Title 35A RCW; and

WHEREAS, King County is a home rule charter county and political subdivision of the State of Washington; and

WHEREAS, the City and King County are partners in the shared goals of restoring access and habitat for Lake Sammamish kokanee salmon in Zackuse Creek and wish to construct approximately four hundred (400) linear feet of stream restoration, and replace fish passage barriers at East Lake Sammamish Parkway (“ELSP”), East Lake Sammamish Trail (“ELST”), and East Lake Sammamish Shore Lane Northeast (“Shore Lane”) in the City of Sammamish (hereinafter, collectively referred to as the “Zackuse Project”); and

WHEREAS, the City desires to provide timely stream restoration upstream of ELSP and to make fish passable the culvert owned by the City under ELSP and identified under Schedules A1, A2, and A3 in Exhibit A (Zackuse Project Site Plan) prior to the late run kokanee spawning anticipated in the fall of 2018, collectively called the City Project; and

WHEREAS, King County wishes to make fish passable and provide timely restoration of the existing culvert under the ELST owned by King County, identified under Schedule B in Exhibit A; and the existing culvert under Shore Lane, located on property owned by Peter and Denise Weber, identified under Schedule C in Exhibit A, collectively called the County Project; and

WHEREAS, the Parties had worked together to advertise the Zackuse Project as one construction bid document to reduce conflicts during construction and to potentially realize a cost saving in the construction bid; however, for administrative and regulatory reasons, the Parties were not able to bid the Zackuse Project as one construction bid document in time to meet the schedule for the late run kokanee spawning; and

WHEREAS, the City obtained the Army Corps of Engineers (Corps Permit), Washington State Department of Fish and Wildlife Hydraulic Project Approval (HPA), Shoreline Substantial

Development Permit (SSDP) Exemption, Public Agency Utility Exception (PAUE), and State Environmental Policy Act (SEPA) threshold determination for the Zackuse Project (Exhibit B, collectively the "Permits"); and

WHEREAS, King County wishes to reimburse the City for all costs incurred by the City relating to obtaining the Permits for the County Project and incorporating and later deleting the County's Project from the City's Project; and

WHEREAS, the Parties wish to coordinate a temporary construction easement on King County right-of-way, public outreach, construction traffic control, stream bypassing, and temporary erosion control during construction of the Zackuse Project by each Party's construction contractor(s).

NOW, THEREFORE, in consideration of the covenants, assurances and mutual promises set forth herein, the Parties agree as follows:

II. AGREEMENT

A. Term.

This Agreement shall be effective upon signature of both Parties. Unless expressly stated otherwise in this Agreement, the terms, covenants, representations and warranties contained herein shall continue in force until the end of the one year Contractor Performance period following Final Acceptance of the Zackuse Project or until both Parties mutually consent in writing to termination of this Agreement, whichever is sooner.

B. Definitions.

For purposes of this Agreement, the following definitions shall apply.

1. The Zackuse Project means both the City Project and the County Project collectively.
2. City Project means replacement of the culvert located on Zackuse Creek under East Lake Sammamish Parkway ("ELSP") and the stream restoration work to the east of ELSP. The approximate location of the City Project is shown in Exhibit A (Schedules A1, A2, A3).
3. County Project means replacement of the culvert located on Zackuse Creek under the East Lake Sammamish Trail ("ELST"), replacement of the culvert located on Zackuse Creek under East Lake Sammamish Shore Lane ("Shore Lane"), stream restoration work to the west of ELSP right-of-way, and King County trail improvements for temporary access. The approximate location of the County Project is shown in Exhibit A (Schedules B and C).
4. City Contract means the Public Works contract entered into between the City and the Contractor for Schedules A1, A2, and A3 of the City Project as shown in Exhibit C.

5. County Contract means the Parks contract entered into between King County and the Contractor for Schedules B and/or C of the County Project as shown in Exhibit D.

6. City Contractor means the individual, partnership, firm, corporation, or other entity with whom the City has entered into the contract for construction of Schedules A1, A2, and A3 of the City Project in Exhibit C.

7. County Contractor means the individual, partnership, firm, corporation, or other entity with whom King County has entered into the contract for construction of Schedules B and C of the County Project in Exhibit D.

8. Final Acceptance means the date on which the City or King County issues to their respective Contractors a written notice accepting the work under the City or County Contract as complete.

9. Substantial Completion means the stage in the progress of the work under the City of County Contract where the parties have full and unrestricted use and benefit of the facilities for the purposes intended, both from an operational and safety, all parts of the City or County Contract work are functional, connected and operate normally, and only minor incidental work remains to complete all contract requirements.

C. Permitting, Easements, and Public Outreach.

1. Permitting.

- a) The City shall be responsible for permitted work as shown in Exhibit C (Schedules A1, A2, and A3). King County shall be responsible for permitted work as shown in Exhibit D (Schedules B and C).
- b) The City shall add King County as additional applicants on the Corps Permit and the HPA. The Parties acknowledge that they are each responsible for satisfying the conditions of these permits that apply to the City Project and County Project, respectively.
- c) The SSDP Exemption, PAUE, and SEPA threshold determination shall remain valid for both the City Project and the County Project. No change in applicant status is required since these are not construction permits.
- d) All other permits such as the City of Sammamish Clear and Grade Permit shall be obtained separately by the City and King County for the City Project and the County Project, respectively.

2. Easements.

- a) The City shall pursue and obtain all permanent and temporary easements necessary for work shown in Exhibit C.
- b) King County shall pursue and obtain all remaining permanent and temporary easements necessary for work shown in Exhibit D.
- c) The City has obtained temporary construction easements from property owners along East Lake Sammamish Shore Lane for work shown in Exhibit D (TCEs). The TCEs obtained by the City are attached hereto as Exhibit E. The City hereby assigns to King County all of the City's rights and interest in the TCE's and King County hereby agrees to perform all duties, responsibilities and obligations of the City in TCEs.

3. Public Outreach.

- a) The City and King County shall coordinate public outreach as necessary to communicate traffic impacts to the public.

D. Access.

1. For the purpose of the Zackuse Project, King County hereby grants to the City and its employees, agents, representatives, invitees, consultants, contractors, and subcontractors performing work on behalf of the City, the following access rights to King County's real property, King County tax parcel numbers, 322506-9015 ("County Property") for purposes to perform work shown in Exhibit F.

- a. The non-exclusive right and licenses to enter onto the County Property identified in Exhibit F for purposes to perform work shown in Exhibit F which includes construction, monitoring, maintenance and repair of the City Project. This right and license shall begin upon the effective date of this Agreement. The City shall provide the County notice in writing, or at the weekly coordination meeting, of the necessary intrusion and duration.
- b. Once this project is complete the City and County shall work on developing a long term Interagency Agreement for maintenance access.

The non-exclusive right and license shall continue until one year from the Final Acceptance of the City Project. This right and license shall not be exclusive of King County's right to enter the County Property for the purposes of inspections or other actions. Since both the County's Project and the City's Project may be in construction during the same period of time, the Parties shall coordinate to avoid any delays or other impacts to the County and City Projects. The coordination shall be as follows: Parties shall coordinate at their weekly meetings and shall resolve issues between the Project Managers. Unresolved issues shall be elevated to Managers at City and County with the intent of ensuring that both City and County projects can be completed in a timely

manner. If necessary City and County Managers will make themselves available to discuss and resolve issues.

E. Coordination Meetings

The Parties shall meet as needed, and at a minimum weekly, during the period when City and County Projects are under construction to coordinate work shown in Exhibits C, D and F. The City and County shall work to resolve any issues including, but not limited to, those raised by their respective Contractors, items related to public outreach, and access and easement issues.

F. Project Funding and Payment.

1. The City shall provide funding for design, construction management, materials testing, construction, maintenance, and monitoring of the City Project. The County shall not be obligated to contribute to funding for the City Project.

2. The County shall provide funding for design, construction management, materials testing, construction, maintenance, and monitoring of the County Project. The City shall not be obligated to contribute to funding for the County Project.

3. The City has incurred costs of \$39,336 for permitting and incorporating and later deleting the County Project from the City Project's construction bid documents. These costs are itemized as follows:

- a. \$14,000 - Additional permitting support including the need for SEPA and local permits and the addition of King County culverts in the Army Corps and WDFW permits;
- b. \$24,336 - The inclusion and exclusion of the County plans into the City's plan (\$19,000 + \$10,663 - \$5,327 = \$24,336); and
- c. \$1,000 - Addendum 2 to remove County plans from City bid set (\$1,000).

The City shall invoice King County for \$39,336 and King County shall provide timely reimbursement, no later than 30 days from receipt of the invoice.

G. Indemnification and Hold Harmless.

1. Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the exercise of any rights or obligations under this Agreement by the indemnifying party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors and subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and

agents. Each Party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents.

2. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, their officers, officials, employees, or agents, a Party's liability hereunder shall be only to the extent of the Party's, its officers', officials', employees' or agents' negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

3. Each party agrees to maintain policies of insurance, or a program of self-insurance, responsive to all of its liability exposures under this Agreement.

4. The provisions of this section shall survive the expiration or termination of this Agreement.

H. Notice. Any notice provided for herein shall be sent to the respective parties at:

King County:
Gina Auld
Capital Project Manager
King County Department of Natural Resources | Parks CIP
201 S. Jackson Street
Seattle, WA 98102
206-477-4552
Gina.Auld@kingcounty.gov

And

Trishah Bull
Real Property Agent
King County Department of Natural Resources | Parks Land Management
201 S. Jackson Street
Seattle, WA 98102
206-477-3929
Trishah.Bull@kingcounty.gov

City of Sammamish:
Tawni Dalziel, P.E.
Sr. Stormwater Program Manager
801 228th Ave SE
Sammamish, 98075
425-295-0567
tdalziel@sammamish.us

I. General.

1. This Agreement contains the entire agreement of the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either Party. This Agreement may be amended only in writing, signed by both Parties. Either Party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Agreement.

2. Nothing contained herein is intended to, nor shall be construed to create any rights in any third-party, or to form the basis for any liability on the part of the Parties or their officials, officers, employees, agents or representative, to any third-party. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other party.

3. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect if such remainder would then continue to serve the purposes and objectives of the Parties.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the Parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing Party in any such action shall be entitled to its attorneys' fees and costs of suit from the other Party.

5. This Agreement shall be effective whether signed by both Parties on the same document or whether signed in counterparts.

6. The Recitals set forth above are incorporated herein in full by this reference. Nothing herein shall be construed to create a partnership or joint venture between the Parties.

7. The performance of this Agreement by either Party is subject to acts of God, war, government regulation or advisory, disasters, fire, accidents or other casualty, strikes or threat of strikes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, cost or availability of power, or similar causes beyond the control of either Party making it illegal, impossible, or impracticable to hold, reschedule, or relocate the Project as contemplated herein. Either Party may terminate or suspend its obligations under this Agreement if such obligations are prevented by any of the above events to the extent such events are beyond the reasonable control of the Party whose reasonable performance is prevented.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date last written below.

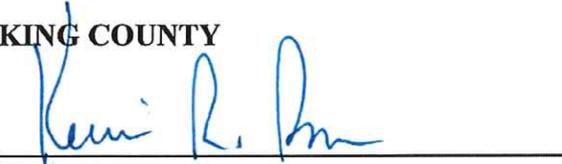
CITY OF SAMMAMISH



Aaron Antin
Acting City Manager

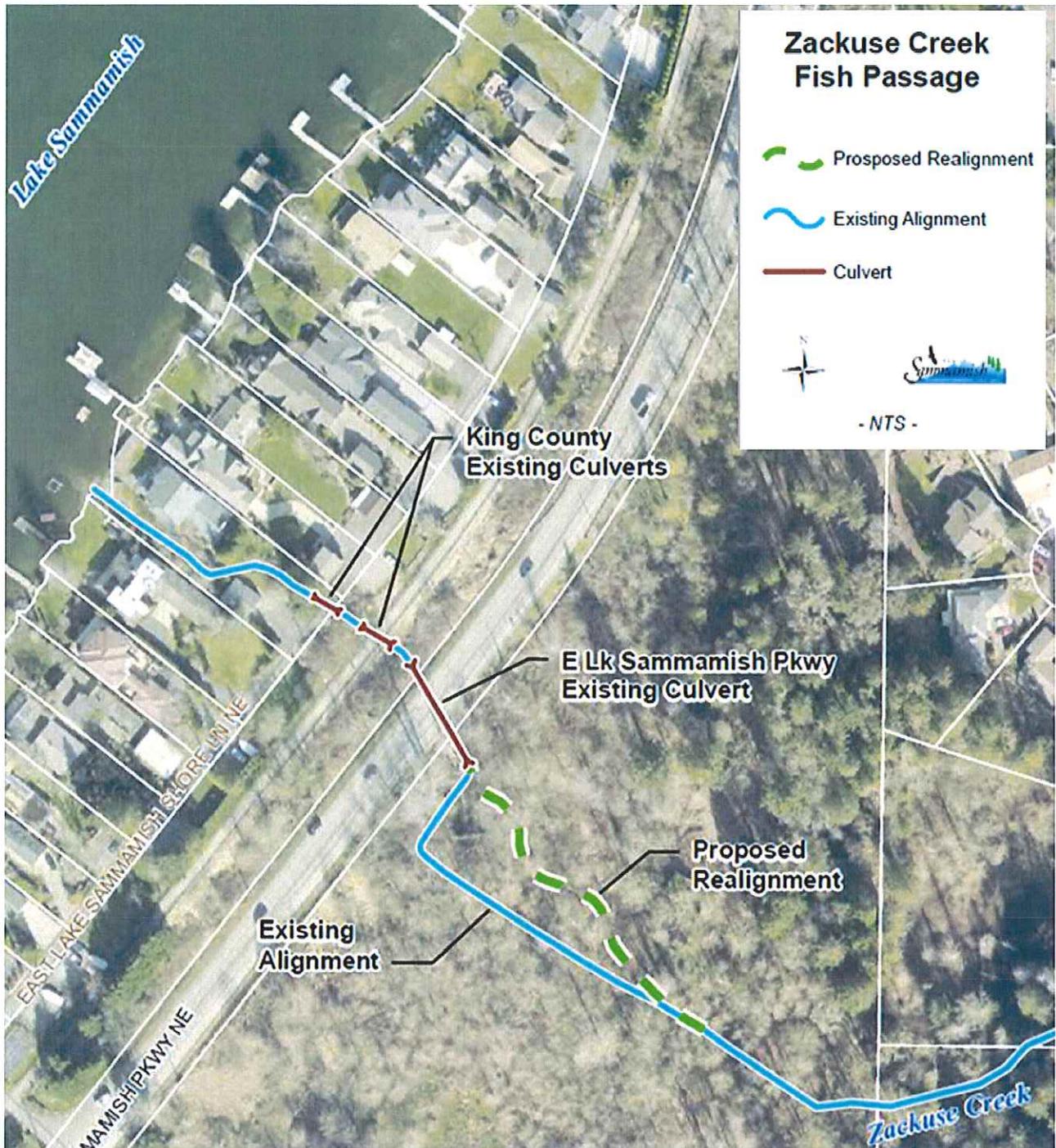
7/17/2018
Date

KING COUNTY



Kevin Brown
Director, King County Parks and Recreation Division

7/3/18
Date



Otak, Inc.
 APR 27 2018
 RECEIVED



REPLY TO
 ATTENTION OF

DEPARTMENT OF THE ARMY
 SEATTLE DISTRICT, CORPS OF ENGINEERS
 P.O. BOX 3755
 SEATTLE, WASHINGTON 98124-3755

APR 24 2018

Regulatory Branch

Tawni Dalziel
 City of Sammamish
 801 228th Avenue Southeast
 Sammamish, Washington 98075

Reference: NWS-2017-529
 Sammamish, City of
 (Zackuse Creek Fish
 Passage)

Dear Ms. Dalziel:

We have reviewed your application to replace three culverts and realign Zackuse Creek in wetland 1, wetland 2, and Zackuse Creek at Sammamish, King County, Washington. Based on the information you provided to us, Nationwide Permits (NWP) 14, *Linear Transportation Projects*, and NWP 27, *Aquatic Habitat Restoration, Enhancement, and Establishment Activities* (Federal Register January 6, 2017, Vol. 82, No. 4), authorize your proposal as depicted on the enclosed drawings dated May 2017.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 14* and *NWP 27, Terms and Conditions* and the following special conditions:

a. You must maintain and monitor the survival of installed plantings for five years after the U.S. Army Corps of Engineers accepts the as-built report in accordance with the *City of Sammamish Zackuse Creek Fish Passage Project Culvert and Stream Monitoring Plan* dated February 16, 2018. Monitoring reports shall be submitted in years 1, 3, and 5. Installed plants shall achieve 100% survival during monitoring Years 1. Installed trees/plants shall achieve at least 80% survival during monitoring Years 3 and 5. Percent survival is based on the total number of plants installed in accordance with the approved riparian planting plan. Individual plants that die must be replaced with native riparian species in order to meet the survival performance standards. Monitoring reports must be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, by December 30 of each monitoring year.

b. You must maintain and monitor new culverts in accordance with the *City of Sammamish Zackuse Creek Fish Passage Project Culvert and Stream Monitoring Plan* dated February 16, 2018, annually for five years. Each monitoring report shall include written documentation on in-culvert sediments (note an excessive erosion or accumulation); stability of

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in-stream structures (weirs, etc.); stability of any in-stream sediments (gravels, etc.); any accumulation of debris (wood rack, etc.) that may block the culvert; any evident erosion at the downstream end of the culvert that could lead to an excessive invert that would preclude fish passage. Monitoring reports must be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch, by December 30 of each monitoring year.

c. In order to meet the requirements of the Endangered Species Act (ESA) and Magnuson-Stevens Fishery Conservation and Management Act (MSA) programmatic consultation Fish Passage and Restoration Actions in Washington State (FPRP III) (National Marine Fisheries Service (NMFS) Reference Number WCR-2014-1857), you must implement and abide by the ESA requirements and/or agreements set forth in the Biological Opinion (BO) dated June 21, 2017, and the Project Information Form dated February 2, 2018, in the enclosed document Appendix A: FPRP III Guidelines and Implementation Forms. The BO is available on the U.S. Army Corps of Engineers (Corps) website (Permit Guidebook, Endangered Species, Programmatic Consultations, Fish Passage and Restoration Programmatic Consultations). Within 45 days of completing the permitted work in waters of the U.S., you must provide the Corps the information requested in the FPRP Action Completion Reporting Form in the enclosed document Appendix A: FPRP III Guidelines and Implementation Forms. If fish salvage occurs as part of your project, you must also provide the Corps the information requested in the FPRP Fish Salvage Reporting Form in the enclosed document Appendix A: FPRP III Guidelines and Implementation Forms, within 45 days of completing the permitted work in waters of the U.S. All information must prominently display the reference number NWS-2017-529. Failure to comply with these requirements constitutes non-compliance with the ESA and your Corps permit. The NMFS is the appropriate authority to determine compliance with the terms and conditions of their BO and with the ESA. If you cannot comply with the terms and conditions of this programmatic consultation, you must, prior to commencing construction, contact the Corps, Seattle District, Regulatory Branch for an individual consultation in accordance with the requirements of the ESA and/or the MSA.

We have reviewed your project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act and the National Historic Preservation Act. We have determined this project complies with the requirements of these laws provided you comply with all of the permit general and special conditions.

As part of our permit application review process, we notified Native American tribes that have an interest in this area. The Snoqualmie Tribe requested their archeology staff be present to observe construction. Based on our coordination, you agreed to allow tribal staff access. Please contact Adam Osbekoff at (425) 292-0249 extension 2010 prior to commencing construction.

Please note that National General Condition 21, *Discovery of Previously Unknown Remains and Artifacts*, found in the *Nationwide Permit Terms and Conditions* enclosure, details

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procedures that must be followed should an inadvertent discovery occur. You must ensure that you comply with this condition during the construction of your project.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements and Coastal Zone Management (CZM) consistency determination response for this NWP. No further coordination with Ecology for WQC and CZM is required.

Zackuse Creek is a water of the U.S. If you believe this is inaccurate, you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this NWP authorization is valid until March 18, 2022, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work has not been completed by that date and you have commenced or are under contract to commence this activity before March 18, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey. These documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Branch, Permit Information" and then "Contact Us." A copy of this letter with enclosures will be furnished to Mr. Kevin O'Brien, Otak, Inc., 11241 Willows Road Northeast, Redmond, Washington 98052. If you have any questions, please contact me at brandon.c.clinton@usace.army.mil or (206) 316-3164.

Sincerely,



Brandon Clinton, Project Manager
Regulatory Branch

Enclosures



HYDRAULIC PROJECT APPROVAL

2018-102
Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: March 15, 2018
Project End Date: March 14, 2023

Permit Number: 2018-4-174+01
FPA/Public Notice Number: N/A
Application ID: 13717

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
City of Sammamish ATTENTION: Tawni Dalziel 801 228th Ave SE Sammamish, WA 98075	Otak, Inc. ATTENTION: Kevin O'Brien 11241 Willows Road NE, Ste 200 Redmond, WA 98052

Project Name: Zackuse Creek Fish Passage Project

Project Description: The purpose of the project is to provide fish passage and suitable spawning and rearing habitat for native kokanee salmon within Zackuse Creek. The primary goal of this project is to increase the abundance and distribution of spawning locations for kokanee salmon.

Currently, three undersized culverts impede fish passage on Zackuse Creek in immediate succession. The culverts are partial fish passage barriers due to their size and create high velocity water flows. Immediately upstream of the culverts and East of East Lake Sammamish Parkway, Zackuse Creek flows in a poorly defined channel through a valley bottom wetland before turning 90 degrees at a road embankment and entering the most upstream fish passage barrier culvert.

PROVISIONS

1. This STANDARD Hydraulic Project Approval (HPA) is issued for:
 - a. Replacement of an existing, 30-inch, corrugated metal pipe (CMP) culvert on East Lake Sammamish Parkway with a new 12-foot-wide (minimum internal span), by 6-foot-tall (minimum internal height), by 49.5-foot-long (maximum) pre-cast concrete (PCC) box culvert;
 - b. Replacement of an existing, 36-inch, PCC culvert on the East Lake Sammamish Trail with a new 12-foot-wide (minimum internal span), by 8 foot (minimum internal height), by 19-foot-long (maximum) PCC box culvert;
 - c. Replacement of an existing, 24-inch, cast in place concrete (CPC) culvert on East Lake Sammamish Shore Lane NE with a new 12-foot-wide (minimum internal span), by 5 foot (minimum internal height), by 12-foot-long (maximum) PCC box culvert;
 - d. Relocation and realignment of 530 linear feet of channel mainstem with 400 linear feet of new channel mainstem to include;
 - i. Excavation of approximately 590 cubic yards of wetland soils;
 - ii. Installation of 13 grade control bands to be comprised of a 12-inch cobble mix;
 - iii. Placement of approximately 320 cubic yards of approved streambed substrate;
 - iv. Installation of a minimum of 10 large woody material structures to be located at and waterward of the Ordinary High Water Line (OHWL); and
 - e. Implementation of site restoration and enhancement to consist of invasive species removal and subsequent control including installation of native shrubs and trees.

Note: This project occurs on Zackuse Creek, a fish bearing stream known to support or with the potential to support Sockeye, Coho, Steelhead, Cutthroat Trout, and Resident Trout. This project will replace three mapped Fish Passage and Diversion Screening Inventory (FPDSI) barriers: 920253, 920254, and 920255.



HYDRAULIC PROJECT APPROVAL

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2. **TIMING LIMITATION:** You may begin the project immediately and you must complete the project by March 14, 2023, provided, all work below the ordinary high water line be completed between July 1 and September 30 of a given year. Work outside of the ordinary high water line may be conducted year round provided measures to prevent turbidity and sedimentation within the creek are in place and functioning properly.

3. **APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled, 'Zackuse Creek Fish Passage Project,' dated May, 2017, 'ZACKUSE CREEK CULVERT REPLACEMENT AND FISH HABITAT IMPROVEMENT PROJECT,' dated May, 2017, the technical report, 'Zackuse Creek Bed Material Stability,' dated October 19, 2017,' the culvert sizing technical report, 'Culvert Sizing Recommendations,' the monitoring and maintenance plan for the constructed fishway, 'City of Sammamish Zackuse Creek Fish Passage Project, Culvert and Stream Monitoring Plan,' dated February 16, 2018 and all supporting documents and communications uploaded to the Aquatic Protection Permitting System (APPS) project file; except as modified by this HPA. You must have a copy of these plans available on site during all phases of the project.

4. **INVASIVE SPECIES CONTROL:** Follow Level 1 Decontamination protocol for low risk locations. Thoroughly remove visible dirt and organic debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. For contaminated or high risk sites please refer to the Level 2 Decontamination protocol. You can find this and additional information in the Washington Department of Fish and Wildlife's Invasive Species Management Protocols (November 2012), available online at <http://wdfw.wa.gov/publications/01490/wdfw01490.pdf>.

5. **PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.

6. **PHOTOGRAPHS:** You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

7. **FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

8. Equipment may operate within the ordinary high water line of the stream only after all fish exclusion has been completed and water bypass systems are in place and functioning properly.

9. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material



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2018-102
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PO Box 43234
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storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

10. Design and locate new temporary access roads and/or paths to prevent erosion and sediment delivery to waters of the state.

11. Clearly mark boundaries to establish the limit of work associated with site access and construction.

12. This Hydraulic Project Approval authorizes the removal of the large woody vegetation as shown in the approved plans and as outlined in the application materials. Clearly mark all large woody vegetation authorized for removal before starting work.

13. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.

14. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment or techniques that reduce ground pressure.

15. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

16. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

17. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

18. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.

19. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

20. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

21. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.

22. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

CONSTRUCTION MATERIALS

23. Do not stockpile construction material waterward of the ordinary high water line.



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Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

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FPA/Public Notice Number: N/A

Application ID: 13717

24. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).

FISH LIFE REMOVAL AND BLOCK NETS

25. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.

26. Capture and safely move fish life from the work area to the nearest suitable free-flowing water.

27. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

28. Isolate fish from the work area by using block nets.

29. Place block nets upstream and downstream of the in-water work area before capturing and removing fish life. Install block nets at an angle to the direction of flow (not perpendicular to the flow) to avoid entrapping fish in the nets. To anchor block nets, place bags filled with clean rounded gravel along the bottom of the nets. Secure block nets along both banks and the channel bottom to prevent failure from debris accumulation, high flows, and/or flanking.

30. Do not install block nets at sites with heavy vegetation, large cobble or boulders, undercut banks, or deep pools unless you can secure and maintain them.

31. Install block nets at sites with reduced flow volume or velocity, uniform depth, and good accessibility.

32. Check block nets at least three times a day for entangled fish and accumulated debris.

33. To keep fish out of the job site, leave block nets in place until the work is complete and conditions are suitable for fish.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS: CULVERT REPLACEMENTS

34. Isolate fish from the work area by using either a total or partial bypass to reroute the stream through a temporary channel or pipe.

35. Sequence the work to minimize the duration of dewatering.

36. Use the least-impacting feasible method to temporarily bypass water from the work area. Consider the physical characteristics of the site and the anticipated volume of water flowing through the work area.

37. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.

38. Install the temporary bypass before starting other construction work in the wetted perimeter using a method approved by the Washington Department of Fish and Wildlife.

39. If the diversion inlet is a gravity diversion that provides fish passage, place the diversion outlet where it facilitates gradual and safe reentry of fish into the stream channel.

40. If the bypass is a pumped diversion, once started it must run continuously until it is no longer necessary to bypass



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flows. This requires back-up pumps on-site and twenty-four-hour monitoring for overnight operation.

41. The pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following: a) Perforated plate: 0.094 inch (maximum opening diameter); b) Profile bar: 0.069 inch (maximum width opening); or c) Woven wire: 0.087 inch (maximum opening in the narrow direction). The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second.

42. The fish screen must remain in place whenever water is being withdrawn from the stream through the pump intake.

43. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the diversion to prevent scour or erosion of the channel and bank.

IN-WATER WORK AREA ISOLATION USING A COFFERDAM STRUCTURE: STREAM RELOCATION

44. Use a cofferdam, dike, or similar structure to exclude water from the work area.

45. Maintain water quality when installing and removing the cofferdam, dike or similar structure.

46. Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter.

CULVERT REPLACEMENTS

47. Remove the existing culverts in the dry or in isolation from the stream flow.

48. Remove all the components and associated materials of the existing culverts and dispose of these materials at an approved upland location.

49. Establish the culvert invert elevations with reference point(s) or benchmark(s) created before starting work on the project. Clearly mark and preserve the reference point(s).

50. Set the stream simulation culverts at the same gradient (between 0.75 and 1.25) as the prevailing stream gradient. As stated in the uploaded application materials the prevailing channel gradient of the relocated stream channel will be 3.78%.

51. The approved gradation for the streambed mix for this project is WSDOT specification 9-03.11(2) 4-inch Cobbles: 100 percent less than 4-inches, 70-90 percent less than 3-inches, 20-50 percent less than 1.5-inches, and up to 10 percent less than 0.75-inch.

52. Countersink the stream simulation culverts to a minimum depth of two feet using the approved streambed substrate.

53. The streambed through the culverts must include a sinuous low-flow channel expected under common conditions in the reach and a high-flow bench on both sides of the culvert.

54. Protect structural fill associated with the culvert installations from erosion to the 100-year peak flow.

55. Approach material must be structurally stable and composed of material that if eroded into the water will not harm



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fish life.

56. The owner(s) must maintain the culverts to ensure they provide continued, unimpeded fish passage. If the culverts become a hindrance to fish passage, the owner(s) must obtain a Hydraulic Project Approval and provide prompt repair.

CHANNEL RELOCATION AND REALIGNMENT

57. The new main stem channel must be constructed as per the details and specifications outlined in the associated plan set, entitled, 'Zackuse Creek Fish Passage Project,' dated May, 2017.

58. Permanent new channel must be similar in length, width, depth, flood plain configuration, and gradient to the reference channel(s). The new channel must incorporate habitat components, bed materials, channel morphology, and native or other approved vegetation to provide equal or better habitat compared to that which previously existed in the old channel.

59. The series of grade control bands to be installed are classified by WDFW as a fishway. All grade control structures must meet state fish passage criteria upon completion of the project and for the life of the fishway. The owner(s) will be responsible for monitoring the relocated stream channel and replaced water crossing structures.

60. The approved gradation for the 13-grade control bands for this project is WSDOT specification 9-03.11(2) 12-inch Cobbles: 100 percent less than 12-inches, 70-90 percent less than 10-inches, 30-60 percent less than 5-inches, and up to 10 percent less than 0.75-inch.

61. Annual Reporting Requirement. As stated on page 7 of the uploaded monitoring plan, 'City of Sammamish Zackuse Creek Fish Passage Project, Culvert and Stream Monitoring Plan,' dated February 16, 2018, 'The annual reports will be submitted to the permitting agencies and interested stakeholders for comment by December 30 of each monitoring year.'

62. The person or people responsible for inspecting and maintaining the fishway must take corrective actions if fish passage issues arise.

63. This permit authorizes installation, placement, and repositioning of large woody material, procured on site and/or brought to site in accordance with the details and specifications of the uploaded plans and application materials.

64. As shown on sheet 15 of 20 of the approved plan set, 'Zackuse Creek Fish Passage Project,' dated May, 2017, a minimum of 10 large woody material habitat structures will be placed at and waterward of the OHWL.

65. Use fir, cedar, or other coniferous species to construct the log and rootwad fish habitat structures.

66. When placing, repositioning, or removing large woody material, station equipment on the bank.

67. Do not drag large woody material. Suspend large woody material during placement, repositioning, or removal so it does not damage the bed or banks. Full suspension can be achieved with hand-operated or heavy equipment.

68. Place a 2-foot (minimum) deep layer of rounded, uniformly-graded streambed substrate with a size composition in accordance with the uploaded application materials throughout the entirety of the constructed stream channel (WSDOT specification 9-03.11(2) 4-inch Cobbles).

69. Angular rock is not permitted to be placed within the channel.



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- 70. Place spoils from the new channel in an upland area above the limits of anticipated floodwater.
- 71. If, following project completion and the return of flow to the constructed stream, the water goes subsurface at any point, the owner(s) will take steps to address the problem, including the addition of fines or small, rounded gravels, to the extent necessary to seal the bed and return the flow to the surface.

RIPARIAN ENHANCEMENT AND RESTORATION

- 72. As shown in the approved plansets, invasive species will be removed and subsequently controlled within the limits of the proposed project footprint and culvert replacement locations.
- 73. Replant the job site with the plant species composition and planting densities approved by the Washington Department of Fish and Wildlife and as shown on the approved plansets.
- 74. Complete plantings during the appropriate season (fall or spring for potted stock, winter for bare-root seedlings, fall through spring for whips and cuttings) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

DEMOBILIZATION AND CLEAN-UP

- 75. Return water flow slowly to the in-water work areas to prevent the downstream release of sediment laden water.
- 76. Remove all materials and equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
- 77. Remove any temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Zackuse Creek East Lake Sammamish Parkway NE, East Lake Sammamish Trail, East Lake Sammamish Shore Lane NE, Sammamish, WA 98075					
WORK START:	March 15, 2018			WORK END:	March 14, 2023	
WRIA	Waterbody:			Tributary to:		
08 - Cedar - Sammamish	Lake Sammamish			Sammamish Slough		
1/4 SEC:	Section:	Township:	Range:	Latitude:	Longitude:	County:
	32	25 N	06 E	47.609968	-122.070294	King
<u>Location #1 Driving Directions</u>						
Driving east on I-90, take exit 15. Left onto 17th Ave NE, follow to NW Sammamish Road. Left on East Lake Sammamish Parkway. Project site will be approximately 6 miles from turn at intersection on East Lake Sammamish Shore Lane NE and East lake Sammamish Parkway NE.						



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APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.



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MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.



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FPA/Public Notice Number: N/A

Application ID: 13717

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist Casey.costello@dfw.wa.gov

Casey Costello 425-427-0969

for Director

WDFW



Department of Community Development

801 - 228th Ave. SE, Sammamish, WA. 98075 - Phone: 425-295-0500 - Fax: 425-295-0600 - Web: www.sammamish.us

NOTICE OF DECISION ZACKUSE CREEK FISH PASSAGE PROJECT PUBLIC AGENCY & UTILITY EXCEPTION (PAUE) AND NOTICE OF STATE ENVIRONMENTAL POLICY ACT (SEPA) THRESHOLD DETERMINATION OF NON-SIGNIFICANCE (DNS) ZACKUSE CREEK FISH PASSAGE PROJECT PAUE2017-00521

Date of Notice: December 20, 2017
Appeal Period Ends January 10, 2018 at 5 PM

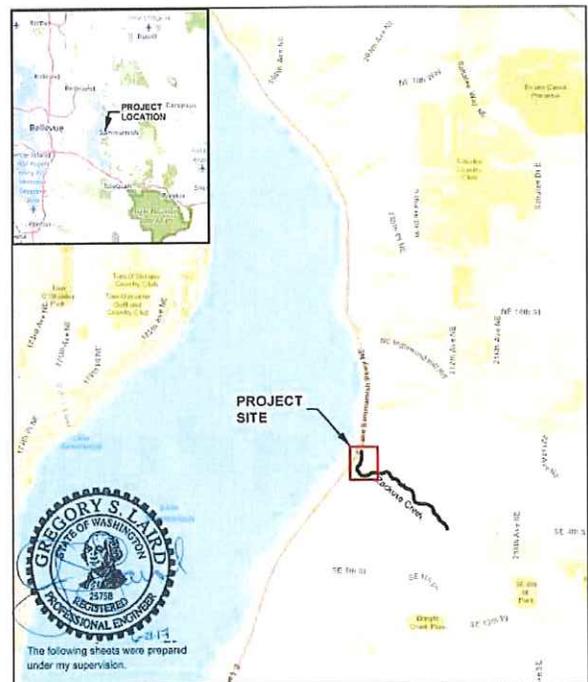
NOTICE IS HEREBY GIVEN that on December 20, 2017 the City of Sammamish Department of Community Development issued a Public Agency & Utility Exception (PAUE) for the Zackuse Creek Fish Passage Project, PAUE2017-00521. Public notice has been provided via: mailed notice to property owners within 1,000 feet of the subject site, a sign posted on the subject site, and by placing a legal notice in the local newspaper.

The purpose of the Zackuse Creek Fish Passage Project is to improve fish passage and spawning habitat for native kokanee salmon in Zackuse Creek. There are two components for this project. The first component will replace three partial fish passage concrete culverts with fish passable culverts. The second project component is to restore an unstable portion of Zackuse Creek in order to create enhanced stream channel morphology that is better suited for kokanee spawning and rearing habitat. The project will improve fish passage within Zackuse Creek by improving fish access and increasing available aquatic habitat.

The project includes work on both private property and public right of way. The three culvert replacements are planned in the following locations 1) East Lake Sammamish Parkway, approximately 900-feet south of its intersection with Louis Thompson Hill Road, 2) King County Parks East Lake Sammamish Trail - Tax Parcel 3225069015, 3) East Lake Sammamish Shore Lane - Tax Parcel 1738700085 (Weber), accessing through East Lake Sammamish Shore Lane – Tax Parcel 1738700090 (Ivanhoff). Additional private property work will be completed on Tax Parcels 3225069021 (Pereyra) and 3225069277 (Pereyra) for the stream restoration portion of the work.

The Zackuse Creek Fish Passage and Stream Restoration Project is a City of Sammamish sponsored stand-alone fish habitat enhancement project funded by the City of Sammamish and King County Parks, as well as grants from the King County Flood Reduction Program, King County Executive Council Water Works, and the King County Sub-regional Opportunity Fund.

This project is identified by the Lake Sammamish Kokanee Work Group (*Blueprint for the Restoration and Enhancement of Lake Sammamish Kokanee Tributaries, 2014*) as a habitat restoration action that will directly contribute to the recovery of kokanee salmon in Lake Sammamish. The project has the potential to both



Notice of Decision

reintroduce kokanee into Zackuse Creek and promote the establishment of a self-sustaining population. The project is also identified in the City of Sammamish's *Storm and Surface Water Management Comprehensive Plan* (2016) and *Six Year Stormwater Capital Improvement Plan*.

The City of Sammamish is prepared to start construction in June of 2018, given a fish passage window from July 1 to September 30, and expects project completion by October 2018. A copy of the Decision and Exhibits, except for this notice, can be accessed through the following link:

<https://spaces.hightail.com/receive/5p8H74BDtR>.

File Number: PAUE2017-00521

Date of Application: June 23, 2017

Date of Completeness Determination: July 12, 2017

Date of Notice of Application: July 19, 2017

Applicant: City of Sammamish, c/o Tawni Dalziel, 801 228th Avenue SE, Sammamish, WA 98075, Phone: (425) 295-0500, Email tdalsiel@sammamish.us.

Authorized Agent: Otak, Inc., c/o Kevin O'Brien, 11241 Willows Road NE, Redmond, WA 98052, Phone: (425) 822-4446.

Property Owners:

- Walter T. Pereyra, 202 East Lake Sammamish Parkway NE, Sammamish, WA 98074
- Peter Weber and Denise Buncek Weber, 205 East Lake Sammamish Shore Lane NE, Sammamish, WA 98074
- King County Parks, c/o Frank Overton, 201 South Jackson Street, KSC-NR-700, Seattle, WA 98104
- Daniel and Laurie Ivanoff, 2045 250th Place NE, Sammamish, WA 98074

Project Location: The proposed project is located within the NW ¼ of Section 32, Township 25 North, Range 06 East, W.M. The following King County Assessor Parcel Numbers are associated with the proposal: 3225069021 (Pereyra), 3225069015 (King County ROW), 1738700085 (Weber), and 1738700090 (Ivanoff).

State Environmental Policy Act (SEPA) Determination: The proposed development was reviewed under the provisions of State Environmental Policy Act, (SEPA). A Threshold Determination of Non-Significance (DNS) was issued under the optional DNS process specified in WAC 197-11-355.

Existing Environmental Documents Available for Review: Base Land Use Application, Plan Set, Public Comments, Applicant Response to Public Comments, Geotechnical Report, SEPA Environmental Checklist, Critical Area Study, Critical Areas Affidavit, Cultural Resources Assessment, Draft Temp Construction Easement, JARPA, Project Narrative, Zackuse Creek Bed Material Stability Technical Memorandum, Culvert Sizing Recommendations Technical Memorandum, Zackuse Credits Credit Debit Memorandum, and Legal Description.

Staff Project Planner Assigned: Ryan Harriman, AICP, Senior Planner P: (425) 295-0529, E: rharriman@sammamish.us. Address: City of Sammamish City Hall, 801 228th Avenue SE, Sammamish, Washington 98075.

Appeal Period: This decision may be appealed to the City of Sammamish Hearing Examiner pursuant to the provisions of SMC 20.10.080 and 20.15.130. Appeals must be submitted in writing with the appropriate filing fee (\$250.00) and received by 5 pm on the last day of the appeal period at City Hall, located at 801 228th Ave SE, Sammamish, WA, 98075. Appeal instructions are available at City Hall, or are available upon request at (425) 295-0500. Appeals for this decision must be received at the address above by: January 10, 2018 at 5:00 PM per SMC 20.15.130. Please direct comments to the Staff Project Planner Assigned.

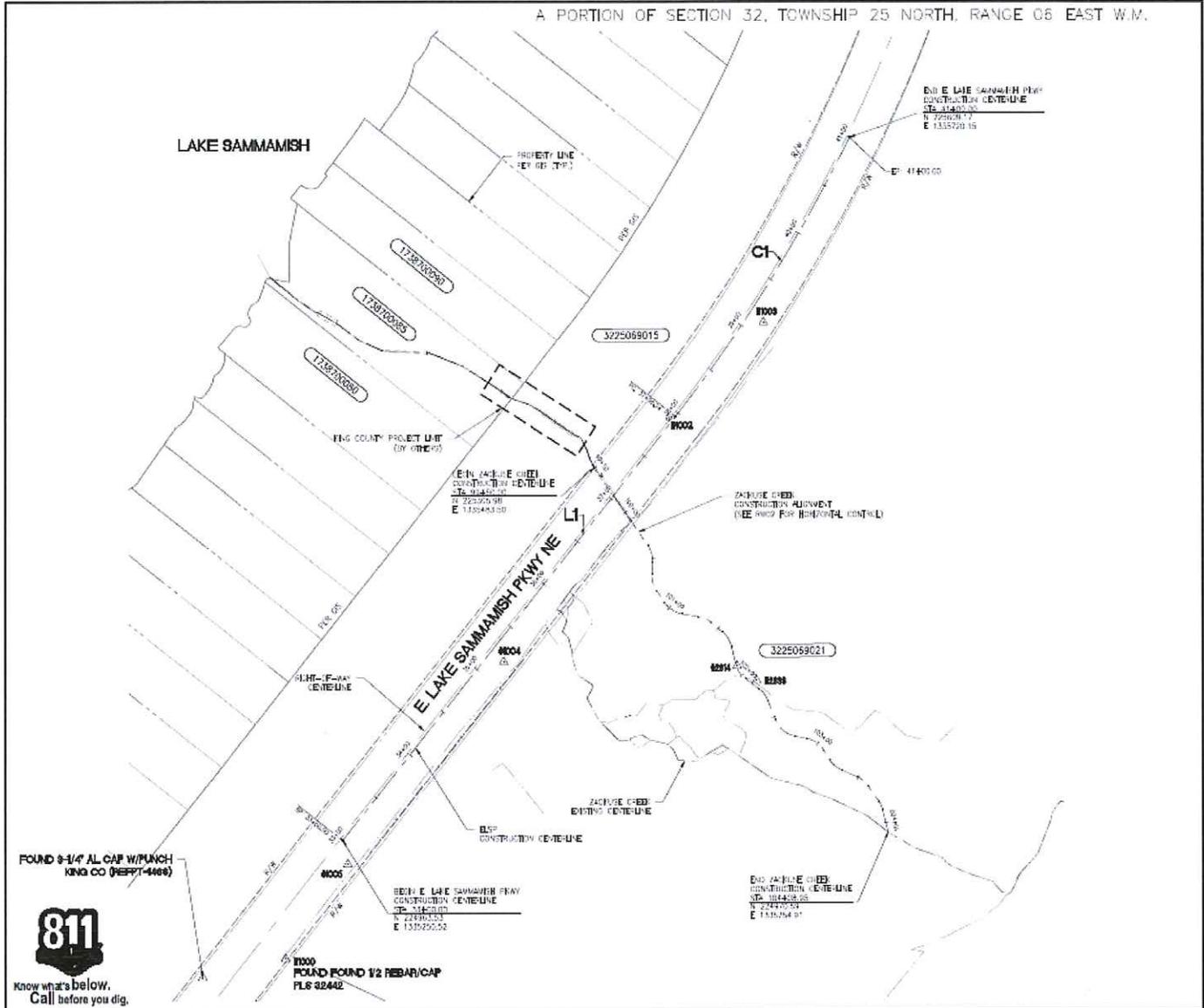
Inquiries regarding the application, revised decision, and appeal process, as well as requests to view documents pertinent to the proposal, may be made at the City of Sammamish City Hall, 801 – 228th Avenue

SE, Sammamish, Washington 98075, (Tel: 425.295.0500) during normal business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m.

Mediation of disputes is available pursuant to SMC 20.20. Requests for mediation should be made as soon as it is determined the disputed issue(s) cannot be resolved by direct negotiation. Please contact the Department of Community Development for additional information on the Land Use Mediation Program.

SITE PLAN

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.





Department of Community Development

801 - 228th Ave. SE, Sammamish, WA. 98075 - Phone: 425-295-0500 - Fax: 425-295-0600 - Web: www.sammamish.us

**STATE ENVIRONMENTAL POLICY ACT (SEPA)
THRESHOLD DETERMINATION OF NON-SIGNIFICANCE (DNS)
ZACKUSE CREEK FISH PASSAGE PROJECT PAUE2017-00521
December 20, 2017**

Description of proposal: The City of Sammamish Public Works Department is designing and constructing the Zackuse Creek Fish Passage Project to improve fish passage and spawning habitat for native kokanee salmon in Zackuse Creek. There are two components for this project. The first component will replace three partial fish passage concrete culverts with fish passable culverts. The second project component is to restore an unstable portion of Zackuse Creek in order to create enhanced stream channel morphology that is better suited for kokanee spawning and rearing habitat. The project will improve fish passage within Zackuse Creek by improving fish access and increasing available aquatic habitat. The proposed project will have necessary and unavoidable impacts to critical areas and critical area buffers regulated pursuant to Sammamish Municipal Code (SMC) 21A.50 Environmentally Critical Areas.

The Zackuse Creek Fish Passage and Stream Restoration Project is a City of Sammamish sponsored stand-alone fish habitat enhancement project funded by the City of Sammamish and King County Parks, as well as grants from the King County Flood Reduction Program, King County Executive Council Water Works, and the King County Sub-regional Opportunity Fund.

This project is identified by the Lake Sammamish Kokanee Work Group (*Blueprint for the Restoration and Enhancement of Lake Sammamish Kokanee Tributaries, 2014*) as a habitat restoration action that will directly contribute to the recovery of kokanee salmon in Lake Sammamish. The project has the potential to both reintroduce kokanee into Zackuse Creek and promote the establishment of a self-sustaining population. The project is also identified in the City of Sammamish's *Storm and Surface Water Management Comprehensive Plan (2016)* and *Six Year Stormwater Capital Improvement Plan*. The City of Sammamish is prepared to start construction in June of 2018, given a fish passage window from July 1 to September 30, and expects project completion by October 2018.

Review Process: The application was received on June 23, 2017 and was deemed complete for the purpose of review on July 12, 2017. On July 19, 2017, the City issued a Notice of Application/SEPA Notification by the following means: mailed notice to property owners within 1000 feet of the subject site, a sign posted on the subject site, and a legal notice placed in the newspaper of record. The public comment period for this proposal was July 19, 2017 through August 9, 2017.

Applicant: City of Sammamish, c/o Tawni Dalziel, 801 228th Avenue SE, Sammamish, WA 98075, Phone: (425) 295-0500, Email tdalsiel@sammamish.us.

Authorized Agent: Otak, Inc., c/o Kevin O'Brien, 11241 Willows Road NE, Redmond, WA 98052, Phone: (425) 822-4446.

Property Owners:

- Walter T. Pereyra, 202 East Lake Sammamish Parkway NE, Sammamish, WA 98074
- Peter Weber and Denise Bunchek Weber, 205 East Lake Sammamish Shore Lane NE, Sammamish, WA 98074
- King County Parks, c/o Frank Overton, 201 South Jackson Street, KSC-NR-700, Seattle, WA 98104
- Daniel and Laurie Ivanoff, 2045 250th Place NE, Sammamish, WA 98074

Project Location: The proposed project is located within the NW ¼ of Section 32, Township 25 North, Range 06 East, W.M. The following King County Assessor Parcel Numbers are associated with the proposal: 3225069021 (Pereyra), 3225069015 (King County ROW), 1738700085 (Weber), and 1738700090 (Ivanoff).

Lead agency: City of Sammamish, Department of Community Development.

Threshold Determination of Non-Significance (DNS): The lead agency for this proposal has determined that the proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under the optional DNS process specified in WAC 197-11-355; the lead agency will not act on this proposal for 21 days from the date below. Appeals must be received by the City with the appropriate forms and processing fee by the deadline described below.

SEPA Responsible official:
David Pyle, Deputy Director
Department of Community Development
801 228th Ave SE
Sammamish, WA 98075
425-295-0520

Contact person:
Ryan Harriman, AICP, Senior Planner
Department of Community Development
801 228th Ave SE
Sammamish, WA 98075
425-295-0529

12/20/2017

Date of Issuance

Ryan Harriman for David Pyle
Signature

You may appeal this determination. Send comments/appeals to:

SEPA Responsible Official
City of Sammamish
Community Development Department
801 228th Ave SE
Sammamish, WA 98075

Appeal Deadline: Pursuant to SMC 20.10.080 and 20.15.130, appeals must be submitted in writing with the appropriate forms and filing fee (\$250.00). Appeals must be received prior to 5pm on January 10, 2018 at the Sammamish City Hall, located at 801 228th Ave SE, Sammamish, WA, 98075. Appeal instructions are available at City Hall, or are available upon request at (425) 295-0500.



PUBLIC WORKS DEPARTMENT
801 228TH AVENUE SE
SAMMAMISH, WA 98075

CITY OF SAMMAMISH

CHRISTIE MALCHOW
MAYOR
TOM HORNISH
DEPUTY MAYOR
KAREN MORAN
JASON RICHIE
CHRIS ROSS
PAMELA STEWART
RAMIRO VALDERRAMA
COUNCIL

LYMAN HOWARD
CITY MANAGER

STEVE LENISZEWSKI, PE
DIRECTOR OF PUBLIC WORKS

ANDREW ZAGARS, PE
CITY ENGINEER

TAWNI DALZIEL, PE
PROJECT MANAGER

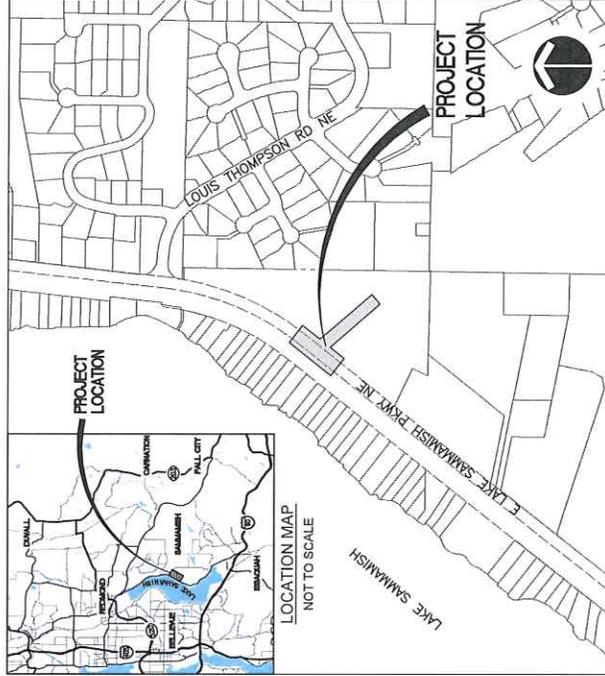
RECOMMENDED FOR APPROVAL:

PROJECT ENGINEER _____
APPROVED BY: _____

CITY ENGINEER _____ PUBLIC WORKS DIRECTOR _____

CITY OF SAMMAMISH
KING COUNTY, WASHINGTON
**ZACKUSE CREEK FISH PASSAGE AND
STREAM RESTORATION PROJECT**

FINAL SET - APRIL 2018



VICINITY MAP
NOT TO SCALE

CONTACT PERSONNEL
GREG LAIRD, DESIGN PM
TAWNI DALZIEL, CITY PM
CITY OF SAMMAMISH, M&O
EASTSIDE FIRE AND RESCUE
SAMMAMISH PLATEAU WATER
COMCAST
FRONTIER
PUGET SOUND ENERGY (GAS)
PUGET SOUND ENERGY (POWER)
CENTURY LINK
(425) 822-4446
(425) 295-0567
(425) 952-2115
(425) 392-3433
(425) 392-6256
(425) 263-5353
(425) 261-6342
(425) 449-7410
(425) 457-4542
(206) 261-1402

SCHEDULE A1, A2 & A3 SHEET INDEX

SHEET NAME	SHEET NO.	SHEET TITLE
GENERAL		
G01	1	COVER SHEET, VICINITY MAP, AND SHEET INDEX
G02	2	LEGEND, GENERAL NOTES, AND ABBREVIATIONS
G03	3	EXISTING SURVEY CONDITIONS
RIGHT-OF-WAY		
RW01	4	ROADWAY CONSTRUCTION CENTERLINE, SURVEY CONTROL PLAN AND SCHEDULE LIMITS
RW02	5	CREEK CONSTRUCTION CENTERLINE AND SURVEY CONTROL PLAN
RW03	6	TEMPORARY CONSTRUCTION EASEMENT PLAN
TRAFFIC CONTROL		
TD01	7	DETAILED PLAN
TD02	8	TRAFFIC CONTROL PLAN
TESC AND DEMOLITION		
ED01	9	TESC AND DEMOLITION PLAN 1 OF 2
ED02	10	TESC AND DEMOLITION PLAN 2 OF 2
ED03	11	TESC DETAILS
BP01	12	STREAM BYPASS PLAN
BP02	13	STREAM BYPASS DETAILS
CULVERT AND WINGWALL		
ST01	14	CULVERT LAYOUT
ST02	15	CULVERT DETAILS 1 OF 2
ST03	16	CULVERT DETAILS 2 OF 2
STREAM REALIGNMENT		
SR01	17	STREAM CHANNEL GRADING PLAN AND PROFILE
SR02	18	STREAM CHANNEL TYPICAL SECTIONS
SR03	19	STREAM IMPROVEMENT DETAILS 1 OF 2
SR04	20	STREAM IMPROVEMENT DETAILS 2 OF 2
SR05	21	STREAM IMPROVEMENT DETAILS 3 OF 2
ROADWAY RESTORATION		
RO01	22	ROADWAY PLAN AND PROFILE
RO02	23	ROADWAY PAVEMENT AND DETAILS
RO03	24	CURBSIDE AND CHANNEL RESTORATION PLAN
RO04	25	CULVERT PLAN DETAILS 1 OF 2
RO05	26	CULVERT PLAN DETAILS 2 OF 2
UTILITY		
UT01	27	UTILITY REALLOCATION PLAN AND PROFILE TEMPORARY (UTILITY BYPASS)
UT02	28	UTILITY REALLOCATION PLAN AND PROFILE FINAL CONTRIBUTION
LANDSCAPE AND PLANTING		
LS01	29	STREAM RESTORATION: SHRUB UNDERSTORY PLANTING PLAN SHEET 1 OF 2
LS02	30	STREAM RESTORATION: SHRUB UNDERSTORY PLANTING PLAN SHEET 2 OF 2
LS03	31	STREAM RESTORATION: TREE PLANTING PLAN SHEET 1 OF 2
LS04	32	STREAM RESTORATION: TREE PLANTING PLAN SHEET 2 OF 2
LS05	33	ROADWAY EMBARMENT & STAGING AREA RESTORATION PLANS
LS06	34	PLANTING DETAILS



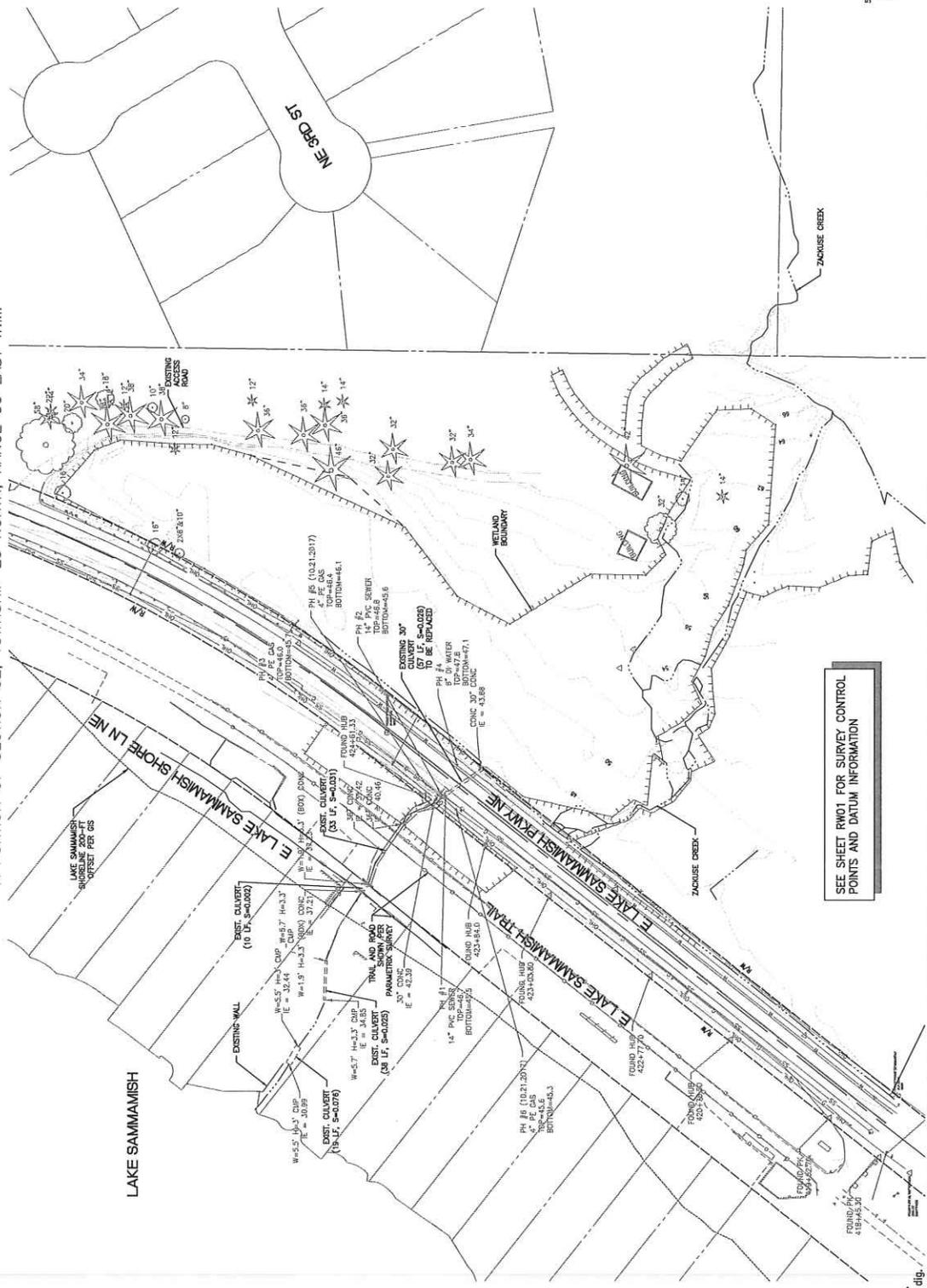
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ZACKUSE CREEK
FISH WINDOW
JULY 11-SEPT 30

SHEET	OF
1	34

12.03.06-102

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



SEE SHEET RW01 FOR SURVEY CONTROL POINTS AND DATUM INFORMATION



<p>ZACKAU CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON</p>		<p>EXISTING SURVEY CONDITIONS</p>		<p>G03</p>
NO.	REVISIONS	DATE	DESIGNED BY:	
1			BSIDC@DMMCCWEH	
2			CSAMM BY: AK	
3			REVIEWED BY:	
5				
<p>PROJECT NUMBER: 00000000</p>				<p>SHEET 3 OF 34</p>

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.

SURVEY NOTES

- HORIZONTAL DATUM: WASHINGTON STATE PLANE, NORTH ZONE, NAD83/91.
BASED ON WASHINGTON STATE REFERENCE NETWORK AND CONFORMED TO PUBLISHED COORDINATES OF KING COUNTY CONTROL POINTS 1498, 1499, AND 1561, AS DESCRIBED IN CONTROL TABLE.
PROJECT HORIZONTAL CONTROL WAS ESTABLISHED BY A COMBINATION OF FIELD TRAVEL AND GPS RTK THAT MEETS OF EXCESS MAG. 332-130-090.
ALL UNITS IN US SURVEY FEET.
- VERTICAL DATUM: NAVD83
BASED ON ELEVATION INFORMATION FOR KING COUNTY CONTROL POINT 1498, WITH A PUBLISHED ELEVATION 58.85'.
FIELD SURVEY PERFORMED BY DIAK, INC. BETWEEN OCTOBER 2018 AND JANUARY 2017.
- ALL LOCATIONS OF EXISTING UTILITIES SHOWN HEREIN HAVE BEEN ESTABLISHED BY FIELD SURVEY OF ABOVE GRADING FACILITIES AND LOCATED POINT MARKS BY AFS. CONSIDERED APPROXIMATE ONLY AND NOT NECESSARILY COMPLETE.

SAMMAMISH PKWY CONSTRUCTION CENTERLINE

NUMBER	BEGIN STATION	END STATION	RADIUS	BEARING	DELTA
L1	33+00.00	4882.24	37+498.24	N087°49'E	
C1	37+498.24	303.76	41+00.00	N271°01'E 120735"	

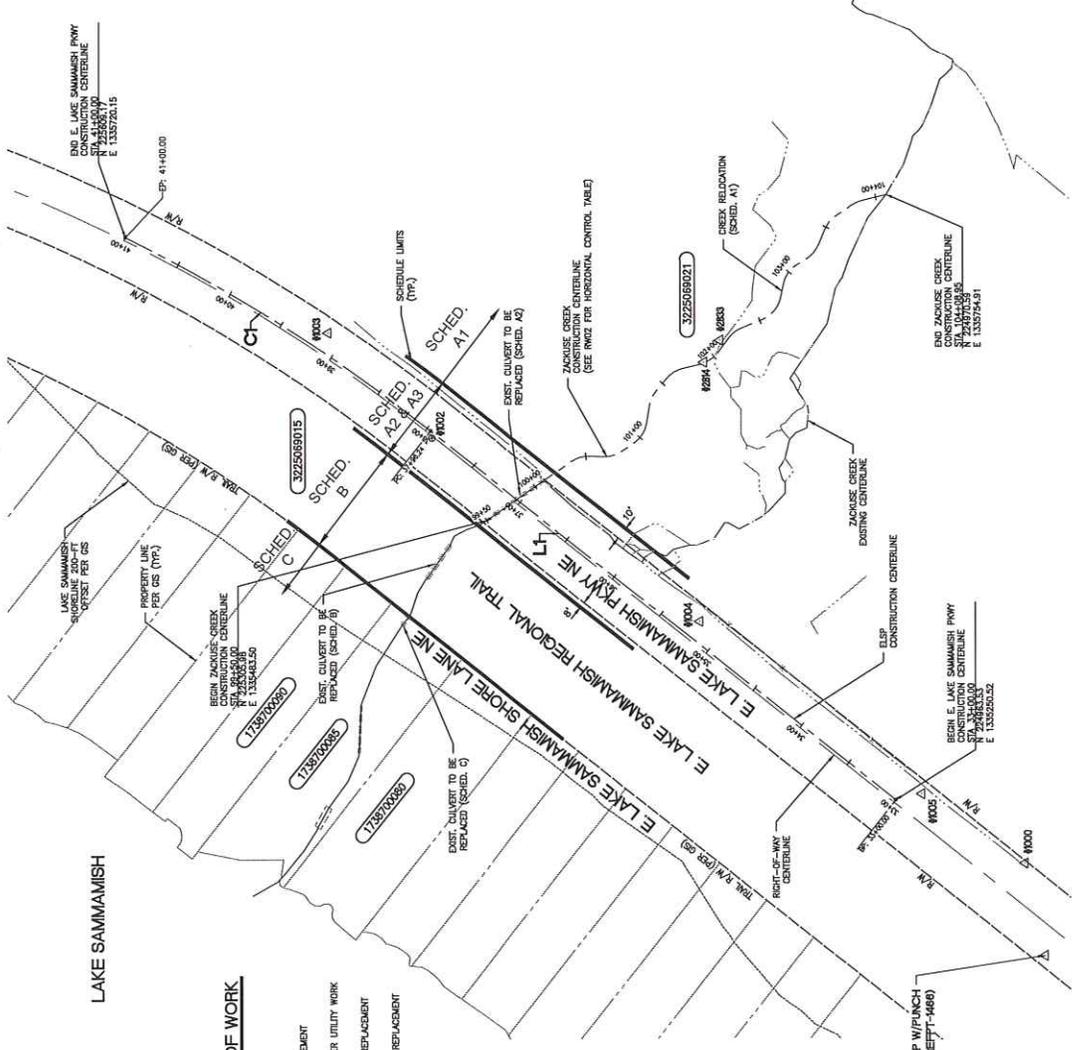
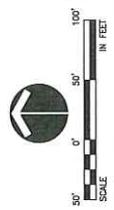
NOTE: CONSTRUCTION CENTERLINE DOES NOT EQUAL RIGHT-OF-WAY CENTERLINE

SURVEY CONTROL

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1000	224685.01	133597.60	50.00	FOUND 1/2 REBAR/CAP
1001	224682.11	133598.33	51.11	FOUND PK NAIL IN FENCE POST BASE
1002	225351.85	133552.27	50.27	FOUND 2" MON W/PUNCH
1003	225439.14	133564.08	52.80	SET PK NAIL
1004	225727.34	133539.19	48.81	SET PK W/WASHER
1005	224941.79	133525.43	49.20	SET IAC W/DIAK WASHER
1019	223160.85	133362.12	51.27	FOUND 2-1/2" BRASS DISK W/PUNCH
1020	224684.14	133591.86	94.87	FOUND 1-3/4" IRON PIPE
1466	224637.87	1335750.70	49.02	FOUND 3-1/2" AL CAP W/PUNCH KING CO
1489	223958.96	1334477.51	44.36	FOUND 2" AL MON IN CONC BASE (MON BOX)
1499	226278.91	1335965.74	56.86	FOUND 1-1/2" BRASS DISK W/P. IN CASE
2814	225723.83	1335915.25	53.46	2" IRON PIPE
2833	225710.10	1335933.50	54.19	2" IRON PIPE 1.6' ABOVE GROUND

LEGEND

XXXXXX PARCEL NUMBER
 ▲ SURVEY CONTROL POINT



LAKE SAMMAMISH

- SCHEDULE DESCRIPTION OF WORK**
- SCHEDULE A1 (CITY OF SAMMAMISH)
 - E LAKE SAMMAMISH PARKWAY CULVERT REPLACEMENT
 - SCHEDULE A2 (CITY OF SAMMAMISH)
 - E LAKE SAMMAMISH PARKWAY CULVERT REPLACEMENT
 - SCHEDULE A3 (CITY OF SAMMAMISH)
 - E LAKE SAMMAMISH PARKWAY WATER AND SEWER UTILITY WORK
 - SCHEDULE B (KING COUNTY)
 - E LAKE SAMMAMISH REGIONAL TRAIL CULVERT REPLACEMENT
 - SCHEDULE C (KING COUNTY)
 - E LAKE SAMMAMISH SHORE LINE NE CULVERT REPLACEMENT

ROADWAY CONSTRUCTION
 CENTERLINE, SURVEY CONTROL PLAN
 AND SCHEDULE LIMITS



NO.	REVISIONS	DATE	DESIGNED BY:
1		02/22/2018	BSIDG/BDMM/CEMWH
2			
3			
4			
5			

DESIGNED BY: BSIDG/BDMM/CEMWH
 DRAWN BY: AK
 REVIEWED BY:

DATE: 02/22/2018
 PROJECT NAME: R01

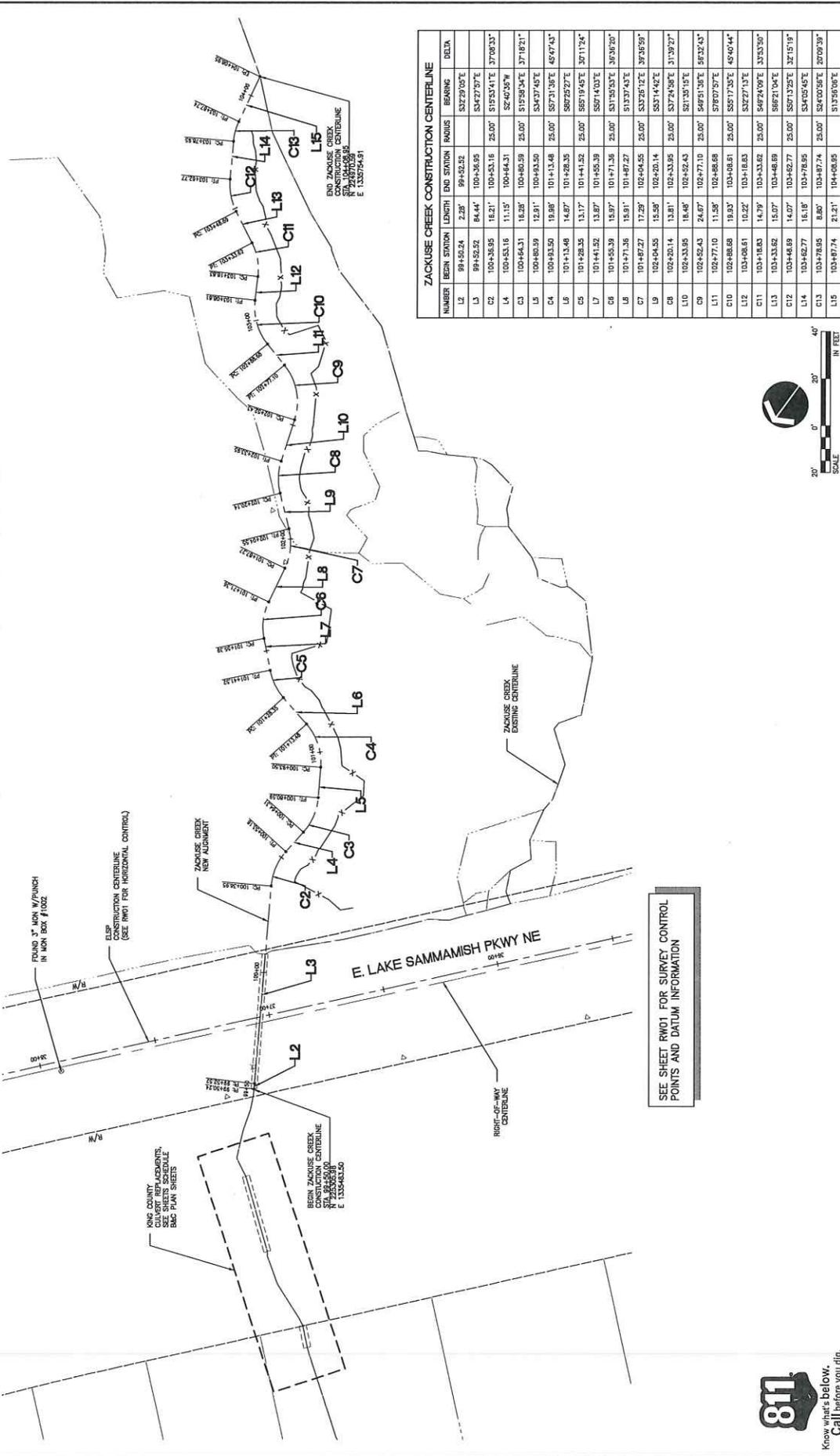
ZACKOUSE CREEK
 FISH PASSAGE AND STREAM
 RESTORATION PROJECT
 SAMMAMISH, WASHINGTON



Know what's below.
 Call before you dig.

1203684102

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



NUMBER	BEAN STATION	LENGTH	END STATION	BEARING	RADIUS	DELTA
L2	99+50.24	2.30'	99+52.52	S32°29'05"E		
L3	99+52.52	84.44'	100+36.95	S32°27'37"E		
C2	100+36.95	18.21'	100+55.16	25.00'	S19°53'41"E	37°00'33"
L4	100+55.16	11.15'	100+66.31	S2°40'59"W		
C3	100+66.31	16.20'	100+80.50	25.00'	S19°39'34"E	37°18'21"
L5	100+80.50	12.81'	100+93.30	S34°37'45"E		
C4	100+93.30	18.80'	101+13.48	25.00'	S57°31'38"E	48°47'43"
L6	101+13.48	14.87'	101+28.35	S62°25'27"E		
C5	101+28.35	13.17'	101+41.52	25.00'	S55°19'45"E	30°11'24"
L7	101+41.52	13.87'	101+55.39	S50°14'03"E		
C6	101+55.39	15.97'	101+71.36	25.00'	S31°50'53"E	36°29'20"
L8	101+71.36	15.91'	101+87.27	S13°37'43"E		
C7	101+87.27	17.29'	102+04.55	25.00'	S32°26'12"E	39°26'59"
L9	102+04.55	15.50'	102+20.14	S51°14'42"E		
C8	102+20.14	13.81'	102+33.95	25.00'	S37°24'36"E	31°29'27"
L10	102+33.95	18.40'	102+52.43	S21°30'15"E		
C9	102+52.43	24.67'	102+77.10	25.00'	S45°51'30"E	49°24'43"
L11	102+77.10	11.56'	102+88.66	S70°07'37"E		
C10	102+88.66	19.93'	103+08.61	25.00'	S55°17'30"E	45°40'44"
L12	103+08.61	10.22'	103+18.83	S32°27'13"E		
C11	103+18.83	14.79'	103+33.62	25.00'	S45°24'09"E	33°53'50"
L13	103+33.62	15.07'	103+48.69	S66°21'00"E		
C12	103+48.69	14.07'	103+62.77	25.00'	S57°13'25"E	32°15'19"
L14	103+62.77	16.18'	103+78.95	S34°05'45"E		
C13	103+78.95	8.80'	103+87.74	25.00'	S24°00'56"E	20°09'39"
L15	103+87.74	21.21'	104+08.95	S12°35'06"E		

SEE SHEET RW01 FOR SURVEY CONTROL POINTS AND DATUM INFORMATION

811
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NO. 1
2
3
4
5

REVISIONS

ZACKAUSE CREEK
FISH PASSAGE AND STREAM
RESTORATION PROJECT
SAMMAMISH, WASHINGTON

DATE: 02/23/2018
DESIGNED BY: BDD@BDMCMCEWEH
DRAWN BY: AK
REVIEWED BY:

PROJECT NUMBER: 180004

Layout Name: RW02

City of Sammamish

PROJECT NUMBER: 180004

DATE: 02/23/2018
DESIGNED BY: BDD@BDMCMCEWEH
DRAWN BY: AK
REVIEWED BY:

PROJECT NUMBER: 180004

City of Sammamish

PROJECT NUMBER: 180004

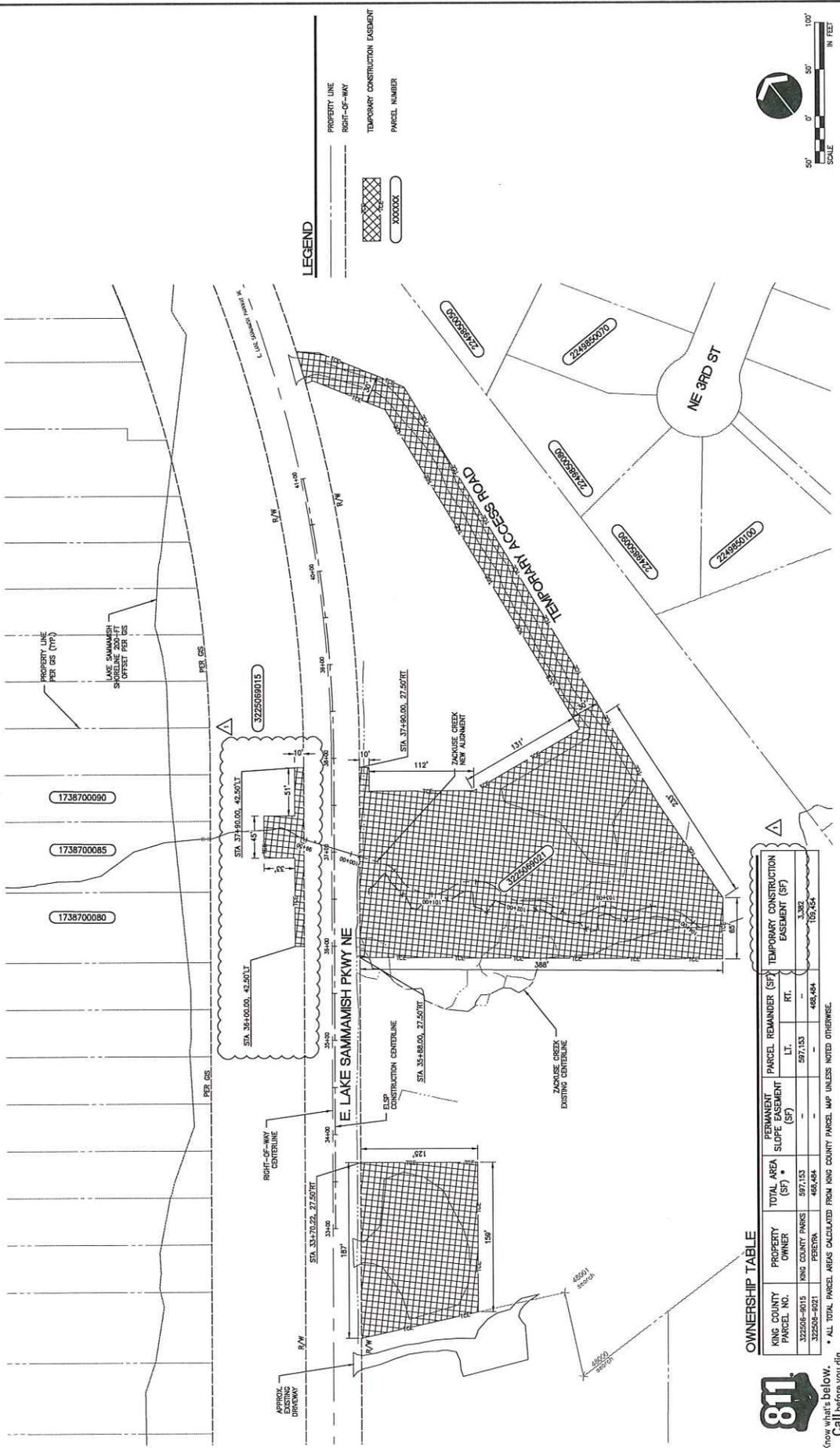
DATE: 02/23/2018
DESIGNED BY: BDD@BDMCMCEWEH
DRAWN BY: AK
REVIEWED BY:

PROJECT NUMBER: 180004

City of Sammamish

PROJECT NUMBER: 180004

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- TEMPORARY CONSTRUCTION EASEMENT
- PARCEL NUMBER

OWNERSHIP TABLE

KING COUNTY PROPERTY OWNER	TOTAL AREA (SF) *	PERMANENT PARCEL REMAINDER (SF)		TEMPORARY CONSTRUCTION EASEMENT (SF)
		LT.	RT.	
322508-2015 KING COUNTY PARKS	597,153	597,153	-	3,382
322508-2021 PERSTRA	458,454	-	458,454	107,754

* ALL TOTAL PARCEL AREAS CALCULATED FROM KING COUNTY PARCEL MAP UNLESS NOTED OTHERWISE.

Know what's below.
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ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT
SAMMAMISH, WASHINGTON

Project: May 24, 2018 - 4:47pm coord:\pmpo K:\pmpo\EA\32700\32784\CD05\A05\04\07_0003.dwg Layout Name: R103

DATE: 02/29/2018
DESIGNED BY: BS/D/CD/ND/MCE/MEH
DRAWN BY: AK
REVIEWED BY:

NO. REVISIONS

1	TIE LIMITS
2	
3	
4	
5	

RW03
SHEET 6 OF 34

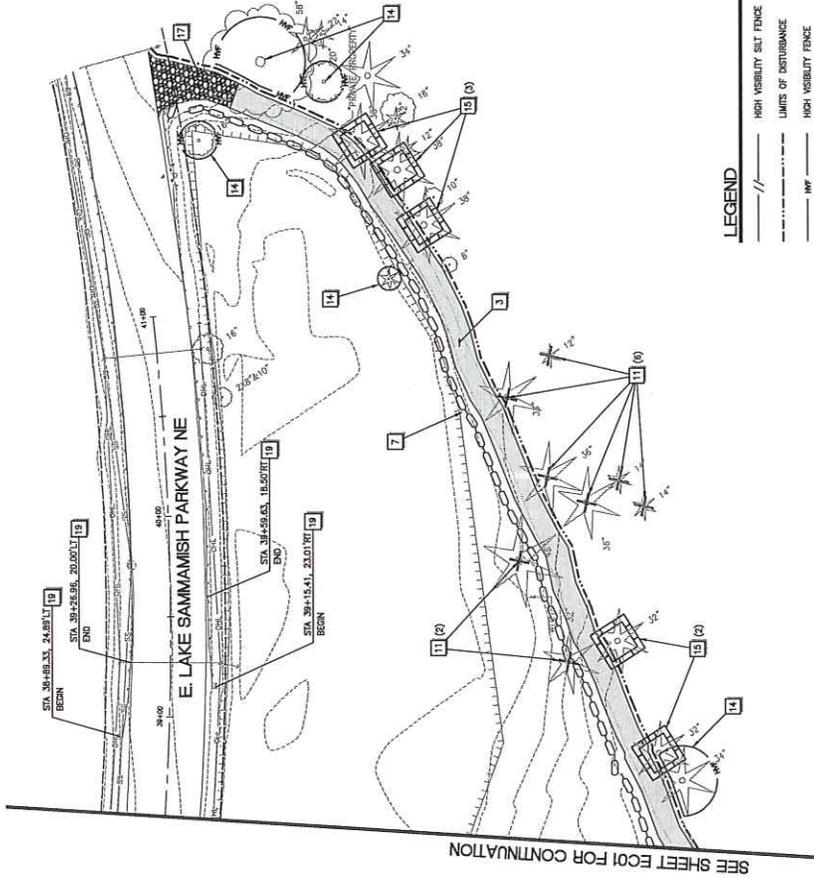
TEMPORARY CONSTRUCTION EASEMENT PLAN

TESC & DEMOLITION NOTES

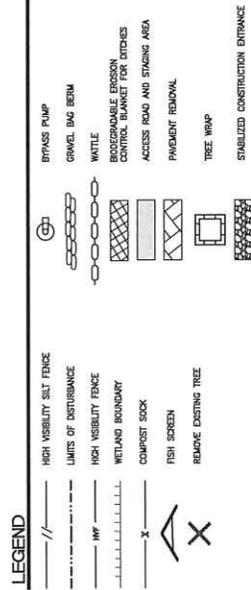
1. ELP CONSTRUCTION CONTINUING. SEE SHEET RW01 FOR DETAILS.
2. ZACKUSE CREEK CONSTRUCTION CENTERLINE. SEE SHEET RW02 FOR DETAILS.
3. CONSTRUCT ACCESS ROAD (NOMINALLY 12' WIDE AND STAGING AREA FOR STREAM RESTORATION AS NECESSARY). LOCATION SHALL BE FIELD LOCATED TO MINIMIZE IMPACTS TO EXISTING VEGETATION AND TO MINIMIZE IMPACTS THAT REDUCE WETLAND IMPACTS (IF APPROVED BY CITY AND USE CLOSURE ON ELP NE FOR STAGING AREA, PROTECT EXISTING PAVEMENT. SEE SHEET E01 FOR DETAILS.
4. INSTALL HIGH VISIBILITY SILT FENCE PER WSDOT STD. PLAN 1-30.16-00.
5. INSTALL TEMPORARY GRAVEL BAG BERM PER LOCATIONS AND DETAILS SHOWN ON SHEETS RW01-RW02.
6. REMOVE EXISTING CULVERT, 36" DIAMETER, 55' LENGTH.
7. INSTALL STRAW WATTLE PER WSDOT STD PLAN 1-30.30-01, OR COMPOST SOCK PER STD PLAN 1-30.40-01.
8. TEMPORARY STREAM BYPASS. SEE PLAN ON SHEET RW01 AND DETAILS ON SHEET RW02.
9. PROTECT EXISTING UTILITY DURING CONSTRUCTION.
10. CONTRACTOR SHALL COORDINATE WITH PSE FOR SUPPORTING AND CONSTRUCTION.
11. REMOVE EXISTING TREES. TREES TO BE USED AS WETLAND IN WOOD STRUCTURE CONSTRUCTION FOR STREAM RESTORATION. REPLACE IN KIND, ON EASTERN SIDE OF ROAD, WITH WESTERN RED CEDAR OR SITKA SPRUCE, 5.0" DBH PER SHEET E01A.
12. REMOVE EXISTING PAVEMENT, INCLUDING HMA PAVEMENT AND CONC. PANEL UNDERLAYS.
13. EXISTING UTILITY TO BE RELOCATED/AUGUSTED. SEE SHEETS UT01-UT02 FOR DETAILS.
14. PROTECT EXISTING TREE PER TREE/SHRUB PROTECTION DETAIL ON SHEET E001.
15. PROTECT EXISTING TREE PER TREE WRAP PROTECTION. SEE SHEET E003 FOR DETAILS.
16. INSTALL HIGH VISIBILITY FENCE PER WSDOT STD 1-10.10-01.
17. INSTALL STABILIZED CONSTRUCTION ENTRANCE PER WSDOT STD PLAN 1-10.10-02. PROVIDE TEMPORARY CULVERT UNDER CONSTRUCTION ENTRANCE TO MAINTAIN DRAINAGE.
18. EXISTING STRUCTURES TO BE DEMOLISHED. DEMOLITION WILL REQUIRE A CITY ENGINEER'S DEMOLITION PERMIT ACQUIRED BY CONTRACTOR. FILL VOID WITH COMMON BORROW.
19. REMOVE EXISTING GABRIOL LIMITS PER PLAN.
20. EXISTING TREES 8" AND GREATER CALIPER (DBH) SHALL BE PROTECTED. EXISTING TREES WITH CALIPERS SMALLER THAN 8" MAY BE REMOVED. APPROX. STAGING AREA IS SHOWN.

GENERAL NOTES

1. SEE SHEET E001 FOR TREES ALONG THE TEMPORARY ACCESS ROAD THAT HAVE BEEN IDENTIFIED TO BE PROTECTED (PER DETAILS ON SHEET E001) OR TO BE REMOVED AND USED AS PART OF THE STREAM RESTORATION CONSTRUCTION.
2. CONTRACTOR SHALL SHOW THE APPROXIMATE AND COORDINATED STAGING FIELD LOCATIONS TO ACCOMMODATE SITE CONDITIONS AND WORK SCHEDULE.
3. PROTECT ALL EXISTING FEATURES AND VEGETATION NOT CALLED TO BE REMOVED.



SEE SHEET E001 FOR CONTINUATION



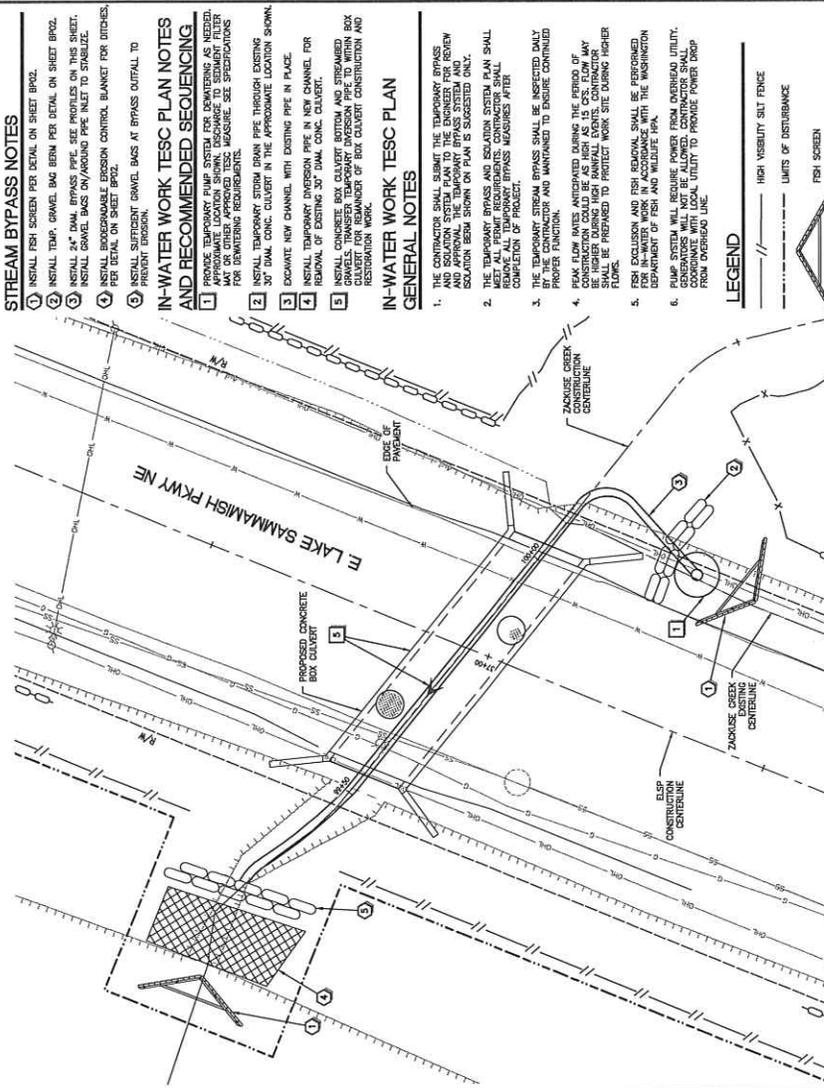
811
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ZACKUSE CREEK
 FISH WINDOW
 JULY 1 - SEPT 30

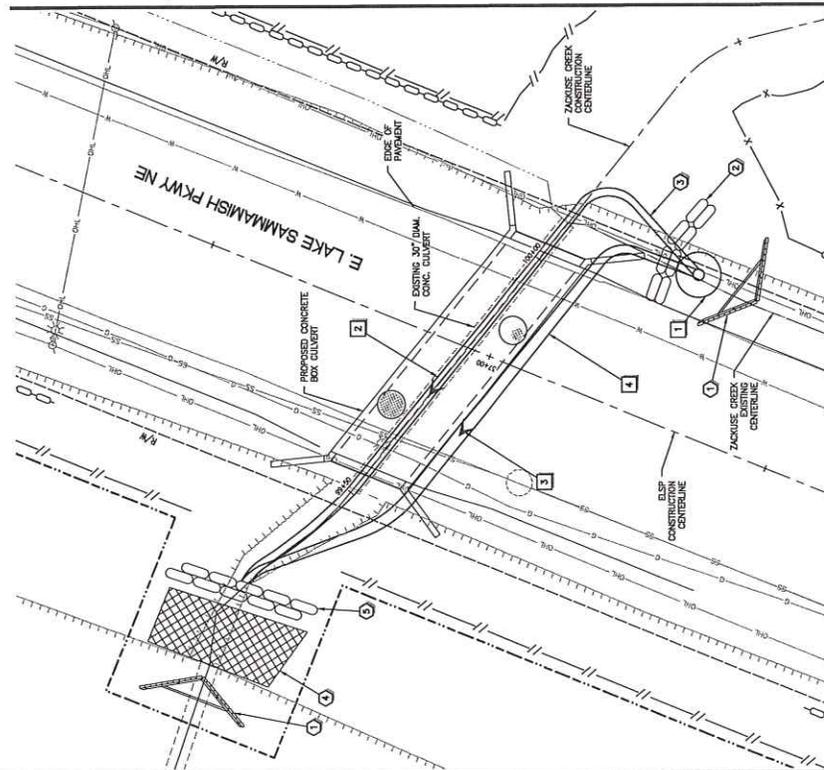
		TESC AND DEMOLITION PLAN 2 OF 2		EC02
DATE: 02/22/2018 DESIGNED BY: BS/DG/BD/M/CE/WEH DRAWN BY: AK REVIEWED BY:		SHEET OF 10 34		PROJECT NUMBER: 150228
NO. 1 2 3 4 5		REVISIONS		PROJECT NAME: EC02
ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON		PROJECT MANAGER: EDCZ		Layout Name: EDCZ

12.05.8.102

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



STAGE 3: TEMPORARY BYPASS PIPE IN PLACE UNTIL END OF PROJECT

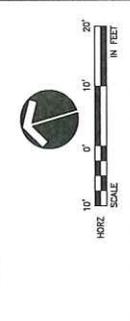
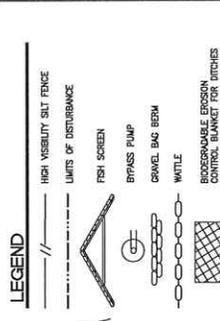


STAGE 1: SLIP-LINE TEMPORARY BYPASS THROUGH EXISTING CULVERT
STAGE 2: MOVE TEMPORARY BYPASS PIPE WITHIN LIMITS OF EXCAVATION TRENCH

- STREAM BYPASS NOTES**
1. INSTALL FISH SCREEN PER DETAIL ON SHEET BR02.
 2. INSTALL TEMP. GRAVEL BAG BERM PER DETAIL ON SHEET BR02.
 3. INSTALL 24" DIAL BYPASS PIPE. SEE PROFILES ON THIS SHEET.
 4. INSTALL GRAVEL BAGS ON AROUND PIPE INLET TO STABILIZE PER DETAIL ON SHEET BR02.
 5. INSTALL EROSION CONTROL BLANKET FOR DITCHES, PREVENT EROSION.
 6. INSTALL SUFFICIENT GRAVEL BAGS AT BYPASS OUTFALL TO PREVENT EROSION.

- IN-WATER WORK TESC PLAN NOTES AND RECOMMENDED SEQUENCING**
1. THE CONTRACTOR SHALL SUBMIT THE TEMPORARY BYPASS AND SEQUENCING PLAN TO THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE FOR REVIEW AND APPROVAL. THE TEMPORARY BYPASS SYSTEM AND SEQUENCING BEAM SHOWN ON PLAN IS SUGGESTED ONLY.
 2. THE TEMPORARY BYPASS AND SEQUENCING SYSTEM SHALL MEET ALL PERMIT REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR COMPLETION OF PROJECT.
 3. THE TEMPORARY STREAM BYPASS SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED TO ENSURE CONTINUED PROPER FUNCTION.
 4. PEAK FLOW WATERS ANTICIPATED DURING THE PERIOD OF CONSTRUCTION. CONTRACTOR SHALL BE AWARE THAT PEAK FLOWS MAY BE HIGHER DURING HIGH RAINFALL EVENTS. CONTRACTOR SHALL BE PREPARED TO PROTECT WORK SITE DURING HIGHER FLOODS.
 5. FISH EXCLUSION AND FISH RESCUE SHALL BE PERFORMED FOR IN-WATER WORK IN ACCORDANCE WITH THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE PERMITS.
 6. PUMP SYSTEM WILL REQUIRE POWER FROM OVERHEAD UTILITY. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY TO PROVIDE POWER DROP FROM OVERHEAD LINE.

- GENERAL NOTES**
1. THE CONTRACTOR SHALL SUBMIT THE TEMPORARY BYPASS AND SEQUENCING PLAN TO THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE FOR REVIEW AND APPROVAL. THE TEMPORARY BYPASS SYSTEM AND SEQUENCING BEAM SHOWN ON PLAN IS SUGGESTED ONLY.
 2. THE TEMPORARY BYPASS AND SEQUENCING SYSTEM SHALL MEET ALL PERMIT REQUIREMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR COMPLETION OF PROJECT.
 3. THE TEMPORARY STREAM BYPASS SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND MAINTAINED TO ENSURE CONTINUED PROPER FUNCTION.
 4. PEAK FLOW WATERS ANTICIPATED DURING THE PERIOD OF CONSTRUCTION. CONTRACTOR SHALL BE AWARE THAT PEAK FLOWS MAY BE HIGHER DURING HIGH RAINFALL EVENTS. CONTRACTOR SHALL BE PREPARED TO PROTECT WORK SITE DURING HIGHER FLOODS.
 5. FISH EXCLUSION AND FISH RESCUE SHALL BE PERFORMED FOR IN-WATER WORK IN ACCORDANCE WITH THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE PERMITS.
 6. PUMP SYSTEM WILL REQUIRE POWER FROM OVERHEAD UTILITY. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY TO PROVIDE POWER DROP FROM OVERHEAD LINE.



ZACKAUSE CREEK FISH WINDOW JULY 1 - SEPT 30



NO.	REVISIONS
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ZACKAUSE CREEK FISH WINDOW JULY 1 - SEPT 30



DATE	02/23/2018
DESIGNED BY:	BS/DC/BD/NN/C/EM/H
DRAWN BY:	AK
REVIEWED BY:	

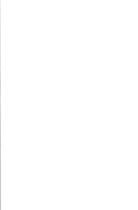
ZACKAUSE CREEK FISH WINDOW JULY 1 - SEPT 30

ZACKAUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON

NO.	REVISIONS
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PROJECT NUMBER	BP01
SHEET	12
OF	34

STREAM BYPASS PLAN



DATE	02/23/2018
DESIGNED BY:	BS/DC/BD/NN/C/EM/H
DRAWN BY:	AK
REVIEWED BY:	

ZACKAUSE CREEK FISH WINDOW JULY 1 - SEPT 30

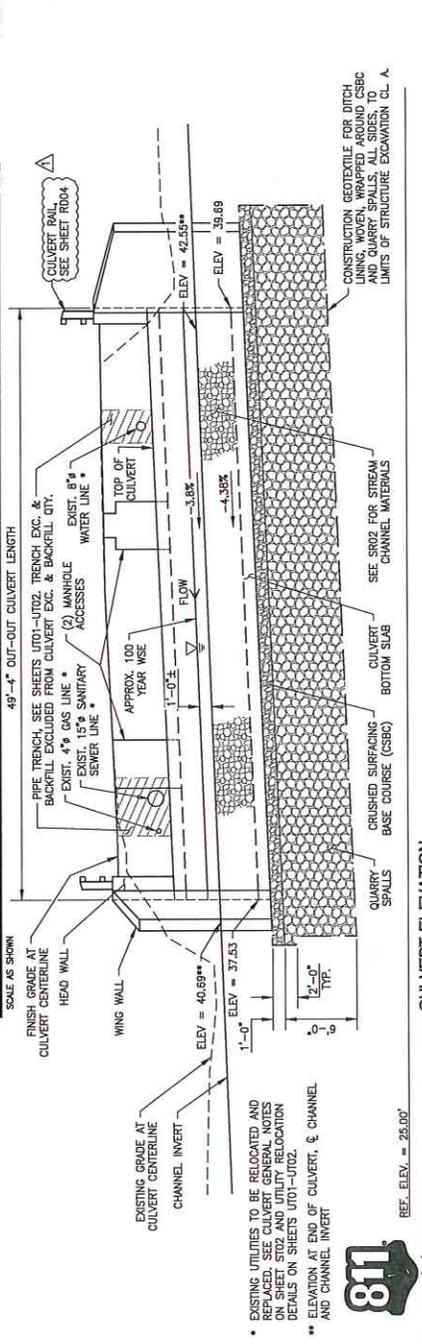
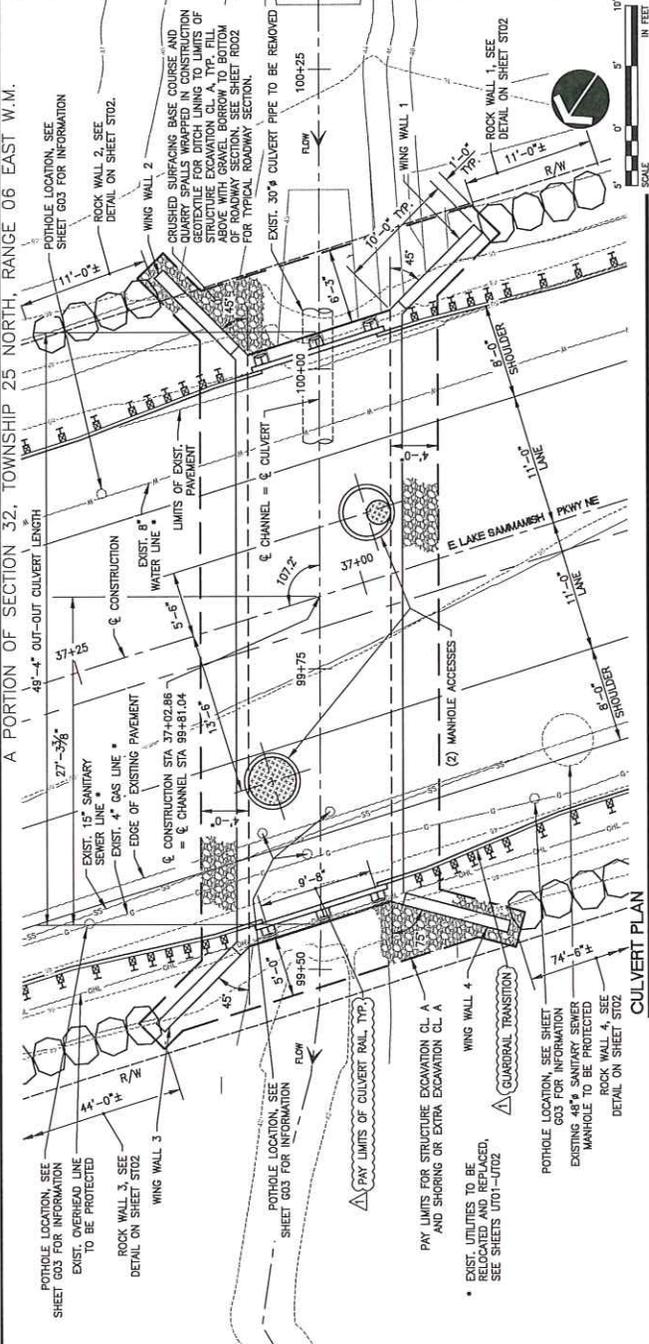
ZACKAUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON

NO.	REVISIONS
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CULVERT GENERAL NOTES

- ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION DATED 2016, AND AMENDMENTS.
- THE PRECAST REINFORCED CONCRETE BOX CULVERT (PRCBC) WILL BE PROVIDED BY THE CITY, INCLUDING WING WALLS, JOINTS, AND MANHOLE RISERS, LADDERS AND LID FOR CITY UTILITIES TO BE RELOCATED AND THE CONCRETE SHALL BE PROVIDED BY THE CONTRACTOR. THE DESIGN SHALL BE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ASTMO LIFTED BRIDGE DESIGN SPECIFICATIONS 7TH EDITION 2014 WITH INTERIM THROUGH 2016. PRECAST BOX UNITS WILL BE MANUFACTURED IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 6-02.3(20) WITH STEAR KEYS. THE FABRICATOR WILL DESIGN FOR LIFTING AND TRANSPORTING PER STANDARD SPECIFICATION SECTION 7-02.3(6)(a2).
- THE CONTRACTOR SHALL TRANSPORT AND INSTALL THE CULVERT. JOINTS SHALL BE SEALED WITH SEALANT PER ASTM C 990 AND WRAPPED WITH EXTERNAL SEALING BAND PER ASTM C 877.
- MANHOLE ACCESS WILL CONSIST OF 48" RISES THROUGH CULVERT TOP SLAB WITH RISERS AND LIDS IN ACCORDANCE WITH THE FOLLOWING. SEE THE SPECIAL PROVISIONS FOR MANHOLE LID REQUIREMENTS.
 - THE CONTRACTOR SHALL PROVIDE AND CONSTRUCT THE MANHOLE IN THE SHOULDER OF THE SOUTHBOUND LANE WHICH SHALL CONSIST OF 48" CONCRETE RISERS, 48" LID AND GALVANIZED STEEL LADDER.
 - THE MANHOLE AND LID IN THE NORTHBOUND LANE WILL BE PROVIDED BY THE CITY AND SHALL BE INSTALLED BY THE CONTRACTOR WHICH WILL CONSIST OF 48" AND 24" CONCRETE RISERS, 24" LID AND GALVANIZED STEEL LADDER.
 - CONCRETE SHALL BE CLASS 4000 MIN.
- STEEL PLATES AND SHAPES SHALL BE ASTM A36 OR ASTM A 992. BOLTS, NUTS AND WASHERS (UNLESS NOTED OTHERWISE) SHALL BE ASTM A 307 AND COMPLY WITH STANDARD SPECIFICATION SECTION 9-16.3(4), AND RESIN BONDED ANCHORS SHALL BE ASTM A 193 GRADE B7, OR ASTM A 448. STEEL PLATES SHALL BE GALVANIZED IN ACCORDANCE WITH ASTMO M 111 AFTER FABRICATION. BOLTS AND HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTMO M 232.
- UNLESS OTHERWISE SHOWN IN THE PLANS, CONCRETE COVER MEASURED FROM THE FACE OF CONCRETE TO THE FACE OF ANY REINFORCING STEEL SHALL BE 2" AT THE TOP OF THE TOP SLAB, 1 1/2" AT THE BOTTOM OF THE TOP SLAB, 3" AT THE BOTTOM OF THE BOTTOM SLAB, AND 2" AT ALL OTHER LOCATIONS.
- BACKFILL ON BOTH SIDES OF THE BOX SHALL BE PLACED IN SEQUENCE AND COMPACTED IN ACCORDANCE WITH STANDARD SPECIFICATION SECTION 2-09.3(1). THE MAXIMUM FILL HEIGHT DIFFERENCE BETWEEN EACH SIDE OF THE CULVERT SHALL BE NO MORE THAN 2'-0".
- SEE PROJECT GEOTECHNICAL REPORT PREPARED BY ASPECT CONSULTING, DATED 9/14/2017 FOR SUBSURFACE INFORMATION.
- POTHOLES REPRESENT UTILITY LOCATES AND WERE SURVEYED AT THE LOCATIONS SHOWN. CONTRACTOR SHALL VERIFY UTILITY LOCATIONS. SEE SHEET G03 FOR POTHOLE INFORMATION NOT SHOWN.
- EXISTING FEATURES INCLUDING, BUT NOT LIMITED TO, TREES, UTILITIES, PAVEMENT AND STREAM SHALL BE PROTECTED UNLESS OTHERWISE SHOWN TO BE RELOCATED, GRADED, REMOVED OR ADJUSTED. DAMAGE TO EXISTING FEATURES THAT SHOULD BE PROTECTED SHALL BE REPAIRED. REPAIR COSTS SHALL BE INCLUDED IN THE BID PRICE OF ADJACENT WORK.
- PROVIDE 6" MIN. CLEARANCE BETWEEN BOTTOM OF SANITARY SEWER PIPE AND TOP OF CULVERT. BASED ON POTHOLE INFORMATION, THE LOWEST BOTTOM OF SEWER PIPE ELEVATION OVER THE CULVERT IS APPROXIMATELY 45.31'. BOTTOM OF PIPE ELEVATION AT CULVERT AND AT EXISTING 48" SEWER MANHOLE SHALL BE FIELD VERIFIED.

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



CULVERT ELEVATION

REF. ELEV. = 25.00'
SCALE AS SHOWN

EXISTING UTILITIES TO BE RELOCATED AND REPLACED. SEE CULVERT GENERAL NOTES AND POT HOLE RELOCATION DETAILS ON SHEETS U01-U02.
** ELEVATION AT END OF CULVERT, CHANNEL INVERT

KNOW WHAT'S BELOW. Call before you dig.



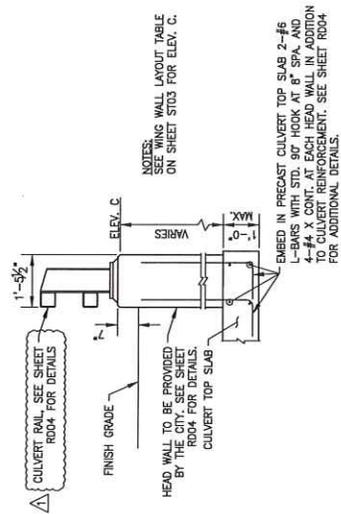
NO.	REVISIONS	DATE
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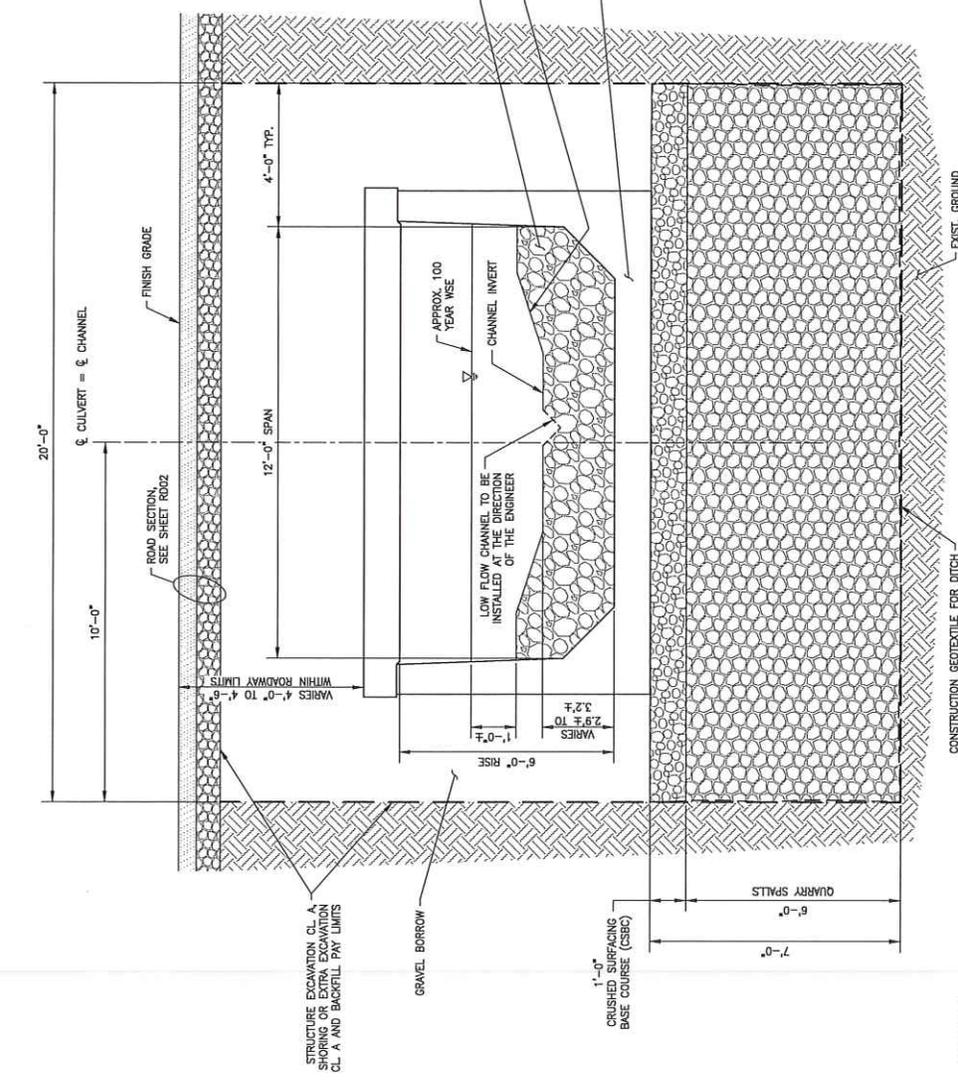
DESIGNED BY:	BS/DC/BDM/CM/WEH
DRAWN BY:	AK
REVIEWED BY:	

NO.	REVISIONS	DATE
1	CULVERT RAIL MATERIAL AND COATING	4/25/2018
2		
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ZACKUSE CREEK
FISH PASSAGE AND STREAM
RESTORATION PROJECT
SAMAMISH, WASHINGTON



HEADWALL DETAIL
SCALE AS SHOWN



CULVERT TYPICAL SECTION
SCALE AS SHOWN



ZACKUKE CREEK
FISH PASSAGE AND STREAM
RESTORATION PROJECT
SAMMAMISH, WASHINGTON

NO.	REVISIONS	DATE	DATE
1	CULVERT RAIL MATERIAL AND COATING	4/25/2018	02/23/2018
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DESIGNED BY: BDDC/BDM/MCE/WEH
DRAWN BY: AK
REVIEWED BY:

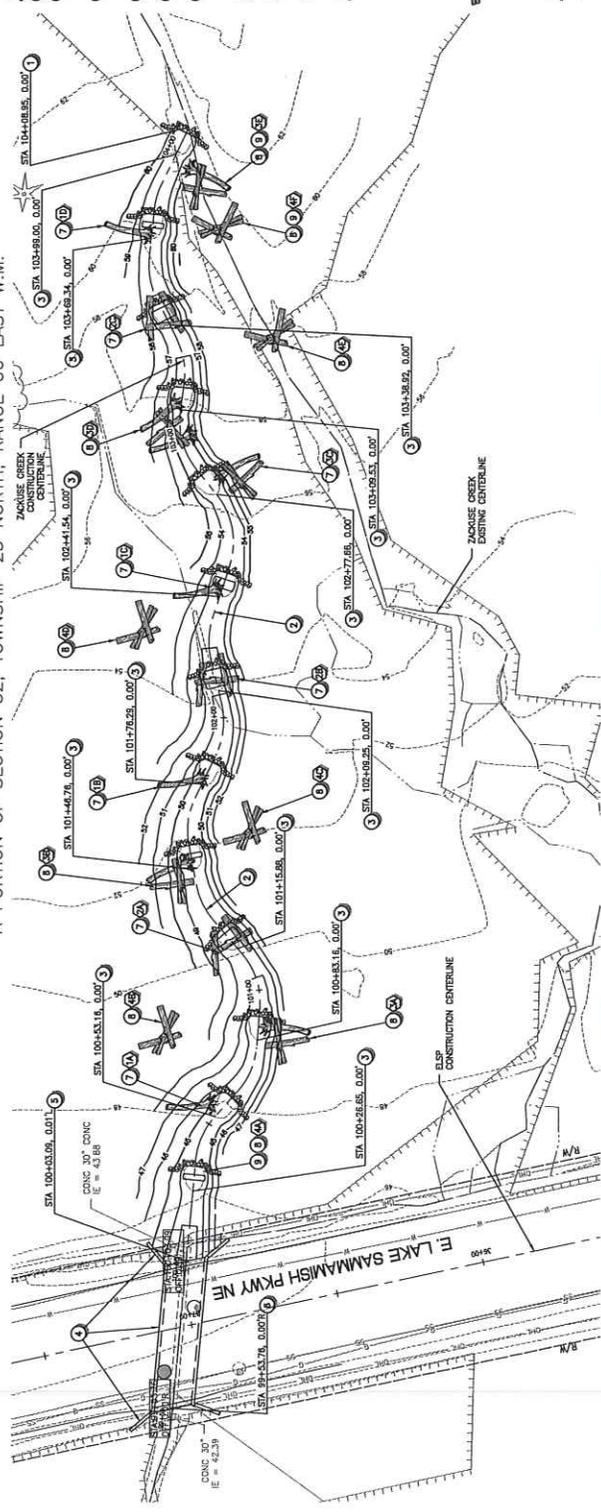


CULVERT DETAILS 1 OF 2

ST02	SHEET 15 OF 34
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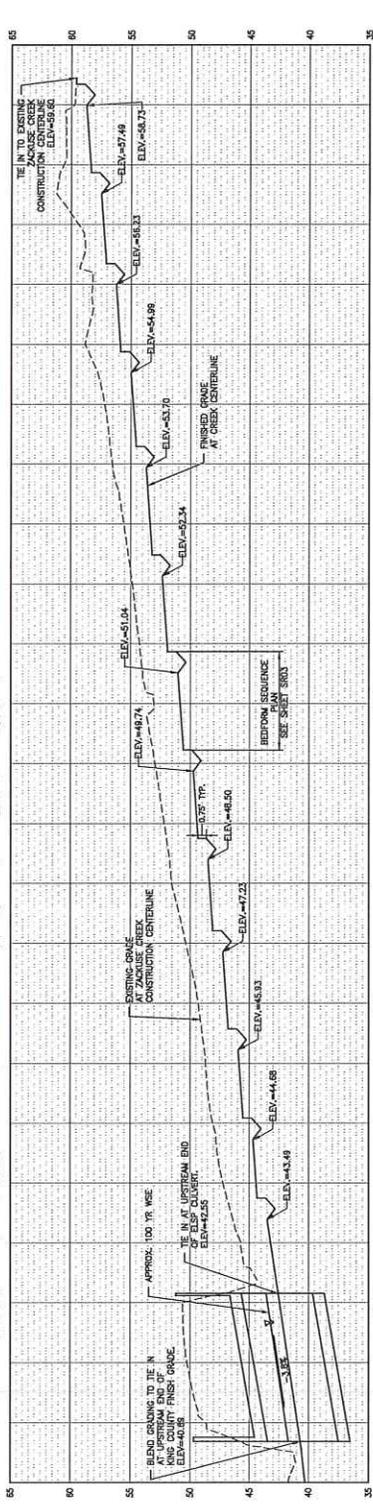
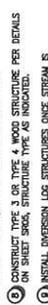
A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



- CONSTRUCTION NOTES**
1. TIE IN TO EXISTING ZACKUSE CREEK CENTERLINE.
 2. CONSTRUCT STREAM CHANNEL ALIGNMENT SHOWN ON SHEET RW02 AND PER PROFILE ON THIS SHEET AND TYPICAL BEDFORM AND CROSS-SECTION DETAIL ON SHEET S001.
 3. CONSTRUCT TYPICAL STREAM BEDFORM STEP AND POOL PER PROFILE ON THIS SHEET AND TYPICAL BEDFORM AND CROSS-SECTION DETAIL ON SHEET S001.
 4. CONSTRUCT TYPICAL STREAM BEDFORM STEP AND POOL PER PROFILE ON THIS SHEET AND TYPICAL BEDFORM AND CROSS-SECTION DETAIL ON SHEET S001.
 5. INSTALL CULVERT AND WING WALLS PER DETAILS ON SHEETS S001-S004.
 6. TIE IN UPSTREAM END OF PROPOSED CULVERT TO STREAM CHANNEL PER DETAILS ON SHEETS S001-S004.
 7. TIE IN DOWNSTREAM END OF PROPOSED CULVERT TO KING POST OR EXISTING PROFILE AND SLOPE AS SHOWN TO MATCH FOR DRAINAGE GRADING PLANS.
 8. CONSTRUCT TYPE 1 OR TYPE 2 WOOD STRUCTURE PER DETAILS ON SHEET S004, STRUCTURE TYPE AS INDICATED.
 9. CONSTRUCT TYPE 3 OR TYPE 4 WOOD STRUCTURE PER DETAILS ON SHEET S004, STRUCTURE TYPE AS INDICATED.
 10. INSTALL DIVERSION LOG STRUCTURES ONCE STREAM IS ESTABLISHED IN CONSTRUCTED CHANNEL.

- LEGEND**
- STEP POOL
 - LARGE WOOD STRUCTURE - SEE NOTE FOR TYPE AND ID NAME (LETTER)
 - LARGE WOOD STRUCTURE TYPE (NUMBER) AND ID NAME (LETTER)

- GENERAL NOTES**
1. LOG STRUCTURES SHOWN IN PLAN VIEW ARE APPROXIMATE. PROFILES AND BEDFORMS SHOWN IN THIS SHEET TO SHEETS S004-S005 FOR DETAILS AND BEDFORMS FOR EACH TYPE.



ZACKUSE CREEK PROFILE

811
Know what's below.
Call before you dig.

ZACKUSE CREEK
FISH WINDOW
JULY 1 - SEPT 30

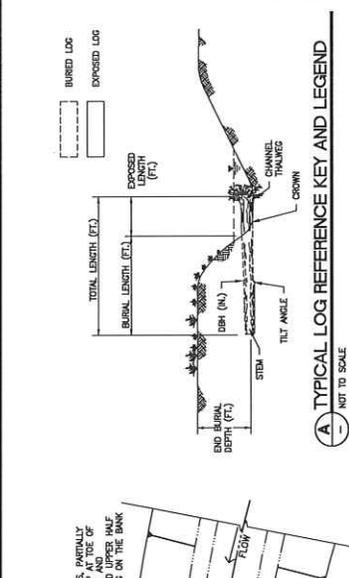
ZACKUSE CREEK
FISH PASSAGE AND STREAM
RESTORATION PROJECT
SAMMAMISH, WASHINGTON

NO.	REVISIONS	DATE	DESIGNED BY:	DATE:
1		02/25/2018	BSIDD/BNM/CMEWH	
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**STREAM CHANNEL GRADING
PLAN AND PROFILE**

SHEET	17	OF	34
SR01			



A TYPICAL LOG REFERENCE KEY AND LEGEND
NOT TO SCALE

WOOD STRUCTURE TYPE 2

- TREE DIMENSION NOTES**
- ① 18" DBH; PARTIALLY BURIED (1' L).
 - ② 12" DBH; PARTIALLY BURIED (1' L).
 - ③ 16" DBH; PARTIALLY BURIED (2' L).

GENERAL NOTES

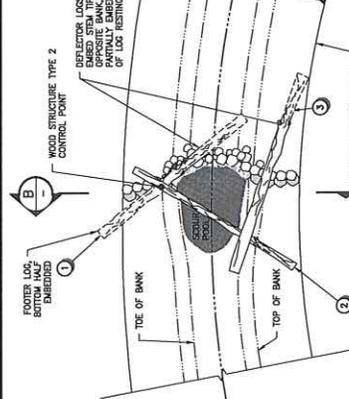
- 1. MINIMUM 4" BARK REMAIN AT BOTTOM (FINISH GRADE) ELEVATION AT BANK SLOPE INTERSECTION.

STRUCTURE #	STATION	OFFSET	ELEVATION	# LOGS*
2A	101+18.27	3.19' R	47.0250	3
2B	101+24.70	2.50' L	49.7250	1
2C	102+27.70	3.37' L	52.4150	1

* SEE NOTES IN SECTION VIEW BELOW FOR APPROXIMATE LOG LENGTHS, DIAMETERS, AND ROOTING OR BRANCH REQUIREMENTS.

LOG ORDER	LOG LENGTH (FT)	ROOTING ANGLE (DEG)	MIN END STEM TILT ANGLE (DEG)
1	16	75	1.5
2	12	60	3.0
3	16	75	1.5

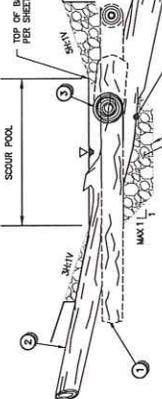
ANGLE (TILT) FROM LOG TO VERTICAL TO STREAM BED
 (-) DEG = STEM TILTED UP FROM STREAM BED; ROOTING TILTED DOWN (90 DEG MAX)
 (+) DEG = STEM TILTED DOWN TOWARDS STREAM BED; ROOTING TILTED UP (90 DEG MAX)



PLAN VIEW

WOOD STRUCTURE TYPE 1 NOTES

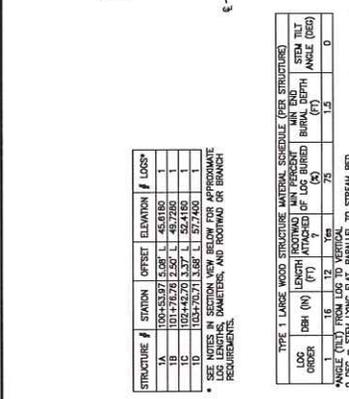
- ① 18" DBH; PARTIALLY BURIED WITH ROOTING SET ROOTING BOTTOM CROWN AT MIN. ELEVATION OF POOL (12' L). CONTROL POINT SHOWN AT BOTTOM (FINISH GRADE) ELEVATION AT BANK SLOPE INTERSECTION.



SECTION B

WOOD STRUCTURE TYPE 2 - CREST STRUCTURE DETAIL

NOT TO SCALE



PLAN VIEW

WOOD STRUCTURE TYPE 1 NOTES

- ① 18" DBH; PARTIALLY BURIED WITH ROOTING SET ROOTING BOTTOM CROWN AT MIN. ELEVATION OF POOL (12' L). CONTROL POINT SHOWN AT BOTTOM (FINISH GRADE) ELEVATION AT BANK SLOPE INTERSECTION.



SECTION A

WOOD STRUCTURE TYPE 1 - ROOTWAD DETAIL

NOT TO SCALE

GENERAL NOTES:

1. THE LOCATION AND CONSTRUCTION OF LARGE WOOD STRUCTURES SHALL BE DETERMINED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IF A SPECIFIED LOG SIZE IS NOT AVAILABLE. WOOD MATERIAL SHALL BE FREE OF CRACKS, DECAY, OR OTHER STRUCTURAL DEFICIENCIES, AND SHALL BE DISEASE AND PARASITE INSECT-FREE. LARGE WOOD MATERIAL FOR STRUCTURES SHALL BE SECURED FROM THE FOLLOWING SOURCES:
 - SALVAGED TREES AND EXISTING LOGS REMOVED DURING CONSTRUCTION ACTIVITIES PER SHEET E202, AS APPROVED BY THE ENGINEER (LIMITED QUANTITY AVAILABLE)
 - IMPORTED LARGE WOOD FROM AN OFF-SITE SOURCE (PROCURED AND HULLED TO SITE BY CONTRACTOR)
2. THE CONTRACTOR SHALL PROVIDE A LIST OF THE LOGS THAT ARE AVAILABLE (ON-SITE AND OFF-SITE) TO BE USED FOR THE PROJECT. FOR EACH LOG, THE LIST SHALL DESCRIBE THE TREE SPECIES, DIAMETER (DBH), LENGTH, AND ROOTING INFORMATION. THE LARGE WOOD STRUCTURE CONFIGURATIONS AND MATERIAL SCHEDULES SHOWN IN THE PLANS ARE CONSIDERED PRELIMINARY, AND ARE SUBJECT TO CHANGE. THE CONTRACTOR SHALL VERIFY THE LOGS AND ROOTING INFORMATION WITH THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOGS AND ROOTING INFORMATION. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3 TIMES THE DBH OF THE LOG, UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL TAKE CARE TO PROTECT THE ROOTINGS FROM DAMAGE DURING HANDLING OF LARGE WOOD MATERIAL.
3. THE LOCATION AND CONSTRUCTION OF LARGE WOOD STRUCTURES AS NOTED IN DETAIL TABLES MAY VARY IN FIELD DUE TO SITE CONDITIONS, AND THE FINAL LOCATION OF THESE STRUCTURES WILL BE FURNISHED BY THE ENGINEER DURING CONSTRUCTION.
4. THE CONTRACTOR MAY SCHEDULE STOCKPILING MATERIALS ON SITE. STOCKPILING WITH PROPERY BANKS, COUNTERSLOPES MAY ONLY BE USED IN TYPE 4 STRUCTURES. THE AREA USED BY THE CONTRACTOR FOR STOCKPILING WOOD SHALL NOT BE USED BY THE CONTRACTOR FOR STAGING/STOCKPILING OTHER MATERIALS.



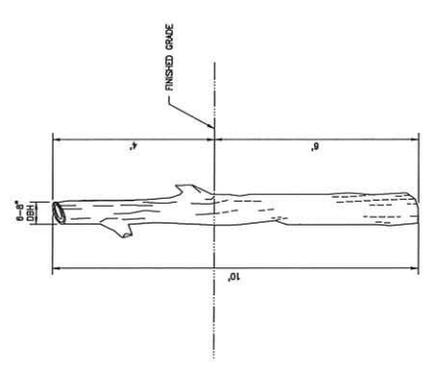
NO.	REVISIONS	DATE	DESIGNED BY:	DATE	DRIVEN BY:	REVIEWED BY:
1		02/22/2018	BRD/20/BDMM/CE/WEH		AK	
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ZACKAUSE CREEK FISH WINDOW RESTORATION PROJECT
SAMMAMISH, WASHINGTON

STREAM IMPROVEMENT DETAILS
1 OF 2

SR04
SHEET OF
20 34





PILE SECTION VIEW

STRUCTURE #	ALT.	STATION	OFFSET	ELEVATION
42	B	101+52.4	17.27	R 31.1380
43	B	102+25.8	24.72	L 54.4390
44	A	103+24.1	30.33	R 56.8240
45	A	103+28.9	24.67	R 59.2370

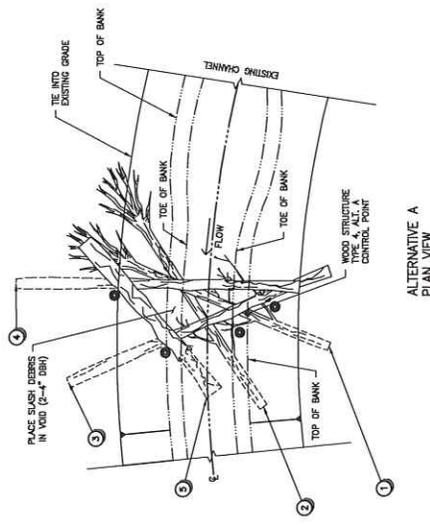
* SEE NOTES IN SECTION VIEW BELOW FOR APPROXIMATE LOG LENGTHS, DIAMETERS, AND ROOTING OF BRANCH REQUIREMENTS.

WOOD STRUCTURE TYPE 4
TREE DIMENSION NOTES

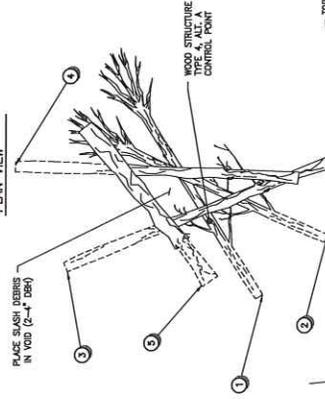
- 8-10" DBH WITH BRANCHES (20° L).
- 8-10" DBH WITH BRANCHES (20° L).
- 8-10" DBH (20° L).
- 8-8" DBH (20° L).
- 8-12" DBH (20° L), PARTIALLY BURIED, ANGLES ABOVE OTHER BASE STRUCTURE.

GENERAL NOTES

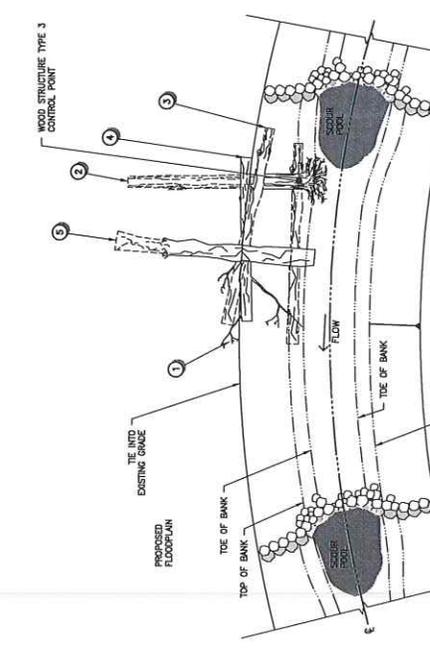
- CONTROL POINT SHOWN AT BOTTOM OF ROOT WAD (FINISH GRADE) ELEVATION OF LOG 1/LOG 2 INTERSECTION.
- USE B CHANNEL BANK SHOWN ON RIGHT (UPPER) ELEVATION OF LOG 1 INTERSECTION WITH WAD TO EXISTING GRADE.
- LOGS 4 IN ALT. A SHALL BE PLACED PERPENDICULAR TO CHANNEL CENTERLINE.
- LOGS SHOWN AS PARTIALLY BURIED SHOULD BE BURIED A MINIMUM OF 1 FT FOR ALTERNATIVE B AND 1-1.5 FT FOR ALTERNATIVE A.



ALTERNATIVE A
PLAN VIEW



ALTERNATIVE B
PLAN VIEW



WOOD STRUCTURE TYPE 3
TREE DIMENSION NOTES

- 10" DBH WITH BRANCHES (20° L), FULLY BURIED
- 15" DBH WITH ROOT WAD (12° L).
- 6" DBH WITH BRANCHES (20° L).
- 6" DBH WITH BRANCHES (20° L).
- 12" DBH (15° L).

GENERAL NOTES

- CONTROL POINT SHOWN AT BOTTOM OF ROOT WAD (FINISH GRADE) ELEVATION OF LOG 1/LOG 2 INTERSECTION.

STRUCTURE #	STATION	OFFSET	ELEVATION	LOSSES
3A	100+48.20	4.02	R 47.7890	5
3B	101+48.20	4.02	R 47.7890	5
3C	102+48.20	4.02	R 47.7890	5
3D	103+48.20	4.02	R 47.7890	5
3E	104+48.20	4.02	R 47.7890	5

* SEE NOTES IN SECTION VIEW BELOW FOR APPROXIMATE LOG LENGTHS, DIAMETERS, AND ROOTING OF BRANCH REQUIREMENTS.

LOG #	DBH (IN)	LENGTH (FT)	MIN PERCENT OF BURIED (M)	STEM TILT (DEG)
1	10	20	70	-2
2	16	15	75	-2
3	6	20	70	3.5
4	6	20	70	1.5
5	12	15	60	-2

HANDLE (TILT) FROM LOG TO VERTICAL
 (+) DEG = STEM TILTED UP FROM STREAM BED; PARALLEL TO STREAM BED
 (-) DEG = STEM TILTED UP FROM STREAM BED; ROOTWAD TILTED DOWN (90 DEG MAX)
 (*) DEG = STEM TILTED DOWN TOWARDS STREAM BED; ROOTWAD TILTED UP (-90 DEG MAX)

WOOD STRUCTURE TYPE 3 - REVETMENT STRUCTURE DETAIL

NOT TO SCALE



Know what's below.
Call before you dig.

ZACKLUSE CREEK
FISH PASSAGE AND STREAM
RESTORATION PROJECT
SAMMAMISH, WASHINGTON

DATE: 02/25/2018

DESIGNED BY: BDD@BDMCMCEWEH
 DRAWN BY: AK
 REVIEWED BY:

REVISIONS

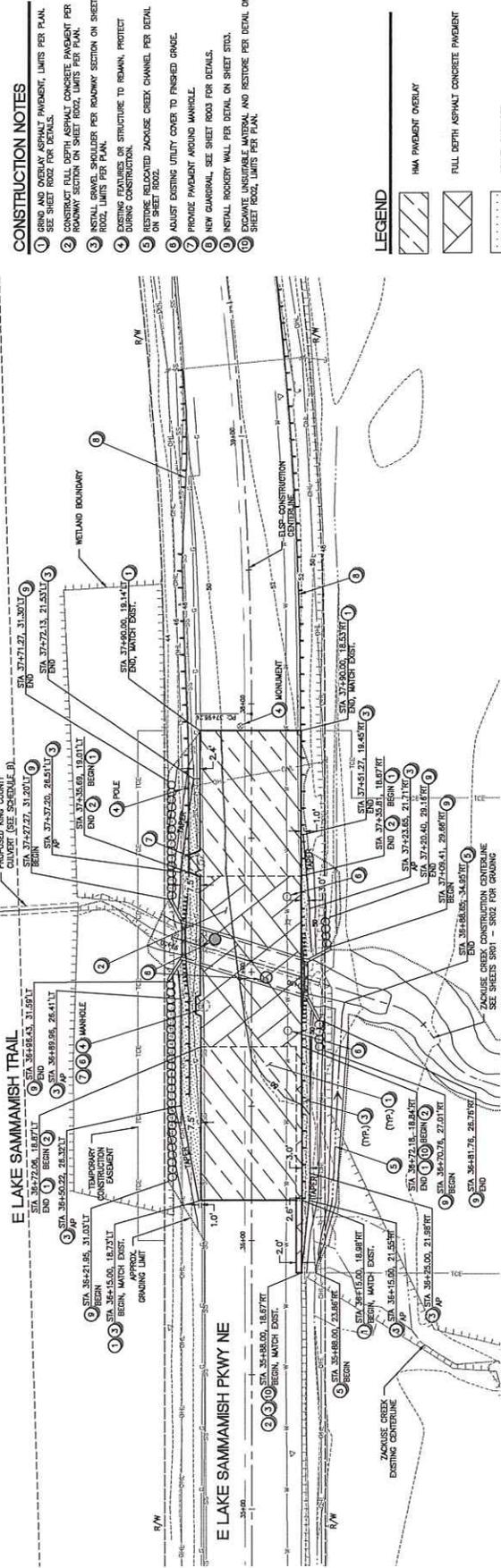
NO.	REVISIONS
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PROJECT MANAGER: RALPH

120384102

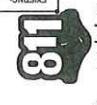
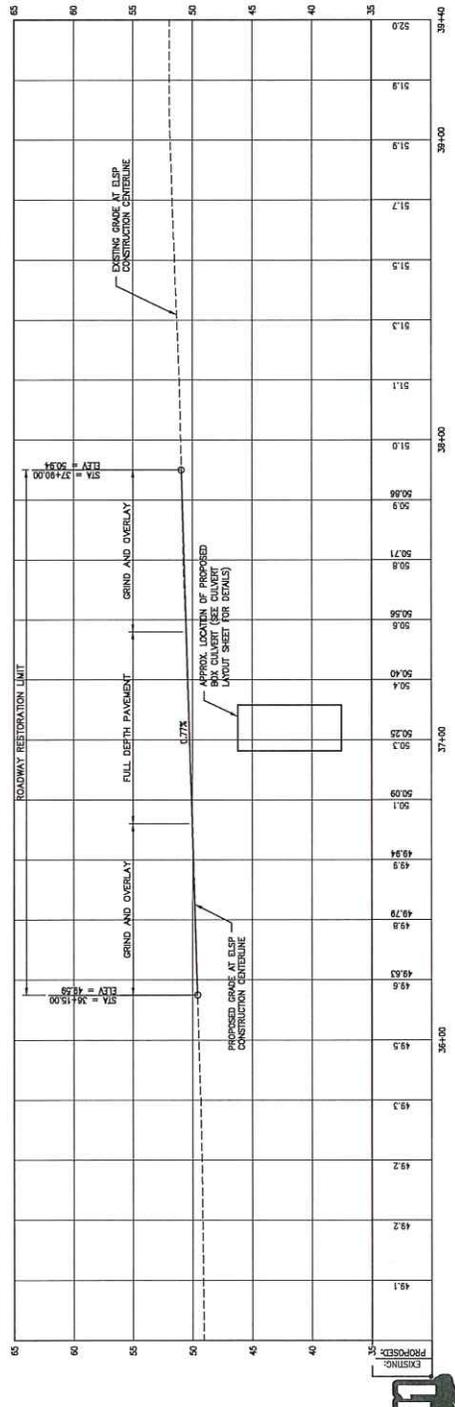
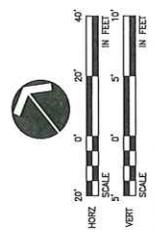
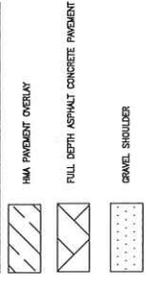
A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



CONSTRUCTION NOTES

- 1 GRIND AND OVERLAY ASPHALT PAVEMENT, LIMITS PER PLAN, SEE SHEET ROAD FOR DETAILS.
- 2 CONTRACT FULL DEPTH ASPHALT CONCRETE PAVEMENT PER ROWWAY SECTION ON SHEET ROAD, LIMITS PER PLAN.
- 3 INSTALL GRAVEL SHOULDER PER ROWWAY SECTION ON SHEET ROAD, LIMITS PER PLAN.
- 4 EXISTING CONSTRUCTION STRUCTURE TO REMAIN, PROTECT DURING CONSTRUCTION.
- 5 RESURFCE RELOCATED ZACKSUE CREEK CHANNEL PER DETAIL ON SHEET ROAD.
- 6 ADJUST EXISTING UTILITY COVER TO FINISHED GRADE.
- 7 PROVIDE PAVEMENT AROUND MANHOLE.
- 8 NEW CHAMBRAL, SEE SHEET ROAD FOR DETAILS.
- 9 INSTALL ROCKERY WALL PER DETAIL ON SHEET STD.
- 10 DECAVATE UNSUITABLE MATERIAL AND RESTORE PER DETAIL ON SHEET ROAD, LIMITS PER PLAN.

LEGEND



ZACKSUE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON		ROADWAY PLAN AND PROFILE		RD01
NO. 1		DATE: 02/23/2018		SHEET 22
DESIGNED BY: BSIDC/DM/CM/EWH		DRAWN BY: AK		OF 34
REVIEWED BY:		PROJECT MANAGER: B. GARDNER		
LAYOUT NAME: RD01.dwg		PROJECT NUMBER: 120384102		

120158102

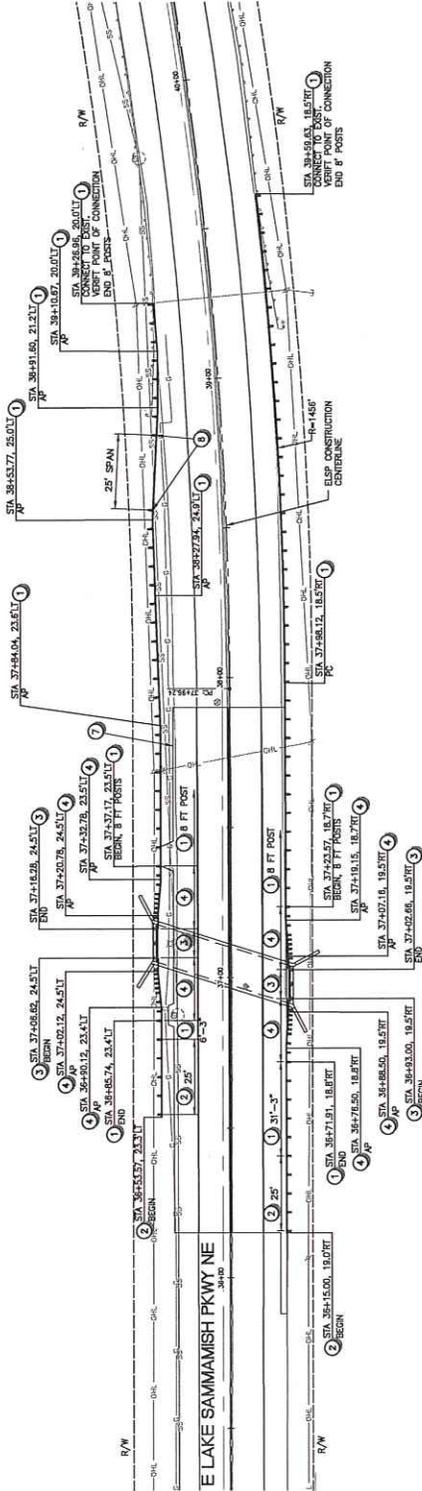
A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.

- CONSTRUCTION NOTES**
1. INSTALL BEAM GUARDRAIL TYPE 31 PER WSDOT STD PLAN C-2010-04, 6" GUARDRAIL POSTS UNLESS NOTED OTHERWISE.
 2. INSTALL BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL MSRT-SP-4625 (1L-2) PER WSDOT STD PLAN C-22-05-03.
 3. INSTALL WEATHERED STEEL GUARDRAIL PER DETAIL ON SHEET R003.
 4. INSTALL WEATHERED STEEL GUARDRAIL PER DETAIL ON SHEET R003.
 5. INSTALL BARRIERS (SHOULDER YELLOW) EXISTENCE BARRIERS QUANTIFIED WITH TYPE 211 ASP PER CSS STD PLAN FIG. 04-00A.
 6. INSTALL 6-INCH PAINTED WIDE LINE PER CSS STD PLAN FIG. 04-00A.
 7. PROPOSED EDGE OF NEW PAVEMENT, SEE SHEET R001 FOR LIMIT AND DETAILS.
 8. POTABLE EXISTING UTILITY AND NOTIFY THE ENGINEER IF CONFLICTS EXIST.

LEGEND

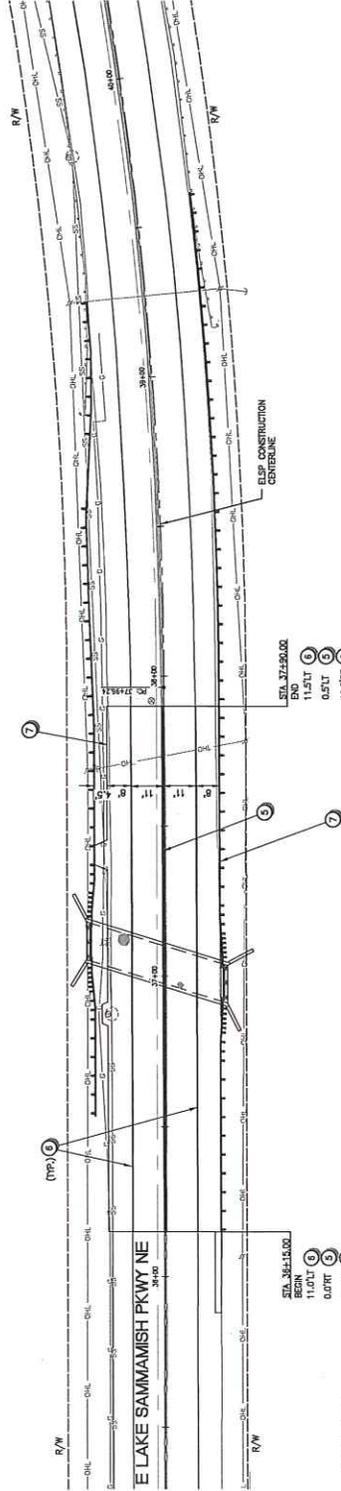


GUARDRAIL



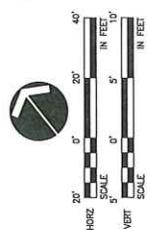
GUARDRAIL PLAN

SCALE AS SHOWN



CHANNELIZATION PLAN

SCALE AS SHOWN



R003		GUARDRAIL AND CHANNELIZATION PLAN		SHEET OF 24 34	
ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON		NO.	REVISIONS	DATE	DESIGNED BY: BS/DC/BDMM/CE/MEH
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DESIGNED BY: BS/DC/BDMM/CE/MEH		DRAWN BY: AK		REVIEWED BY:	

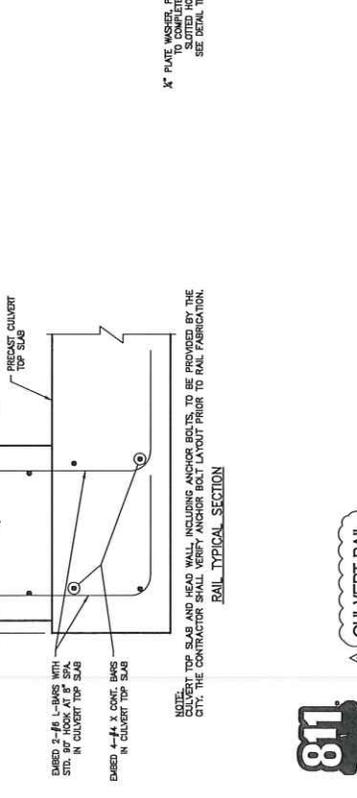
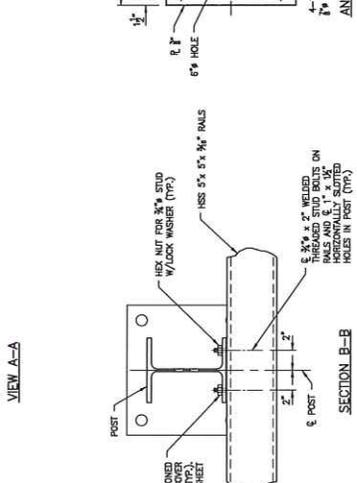
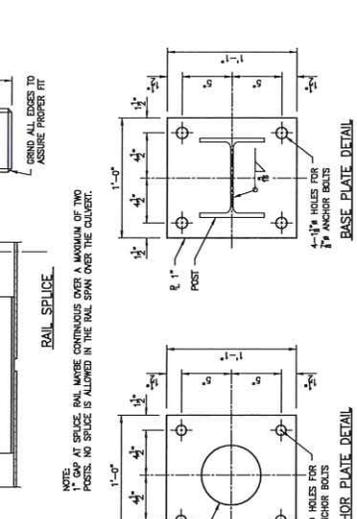
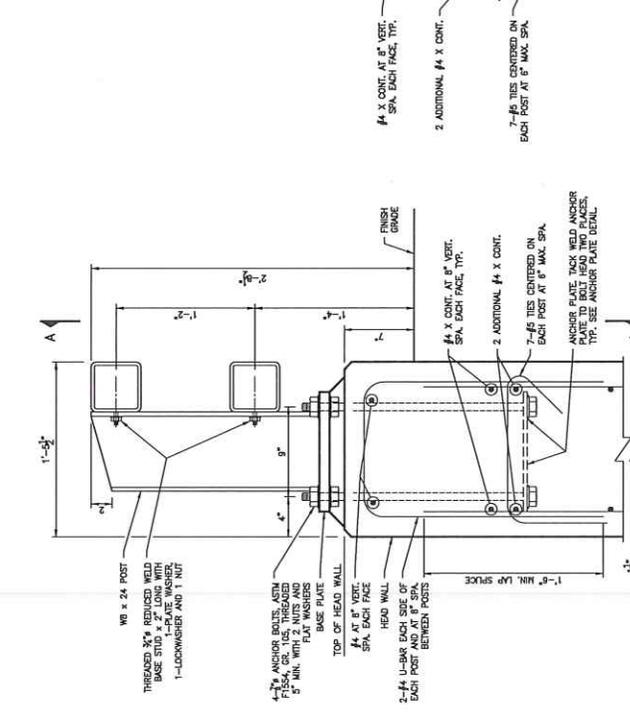
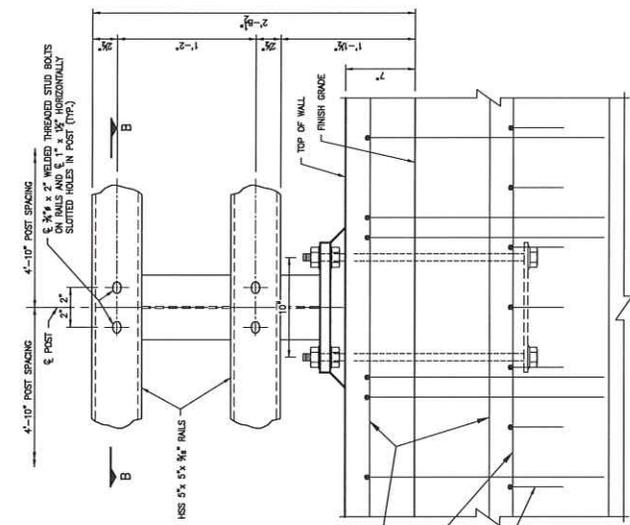


GENERAL NOTES

MATERIALS: BASE PLATES, PLATE WASHERS AND SPlice SLEDS SHALL CONFORM TO A500, GRADE 50. STRUCTURAL TUBING FOR RAILS SHALL CONFORM TO ASTM A500, GRADE B, OR ASTM A501. BOLTS SHALL CONFORM TO ASTM F1554, GRADE 105. NUTS SHALL CONFORM TO ASTM F1554, GRADE 105. ANCHOR BOLTS SHALL CONFORM TO ASTM F1554, GRADE 105. STEEL AND HARDWARE SHALL BE GALVANIZED AFTER FABRICATION. STRUCTURAL TUBING SHALL BE GALVANIZED AFTER FABRICATION. STRUCTURAL TUBING WITH WSDOT STD. SPECIFICATION 6-07 AND THE SPECIAL PROVISIONS. EXPOSED BOLTS, NUTS AND WASHERS CONNECTING POWDER COATED PIECES SHALL BE FIELD PAINTED AFTER FABRICATION TO MATCH THE APPROVED NUMBER COATING COLOR.

FABRICATION: STRUCTURAL STEEL SHALL BE SHOP FABRICATED. SUBMIT SHOP DRAWINGS FOR APPROVAL TO THE CITY OF SAMMAMISH. ALL FABRICATION SHALL CONFORM TO THE AWS/AASIT/AMS D11.5, AND SHALL BE FIELD PAINTED TO MATCH THE APPROVED NUMBER COATING COLOR.

ERECTOR: ALL FITTINGS OR WELDING IS PERMITTED UNLESS APPROVED BY THE ENGINEER. ALL RAIL SECTIONS SHALL BE SET VERTICALLY AND THE RAILING ERECTED PARALLEL TO THE ROADWAY PROFILE.



NOTE: 1\"/>

NOTE: 1\"/>

NOTE: 1\"/>

NO.	REVISIONS	DATE	DATE
1	CULVERT RAIL MATERIAL AND COATING	4/25/2018	02/25/2018
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DESIGNED BY: BSJGD/BDMM/CM/MEH
 DRAWN BY: AK
 REVIEWED BY:

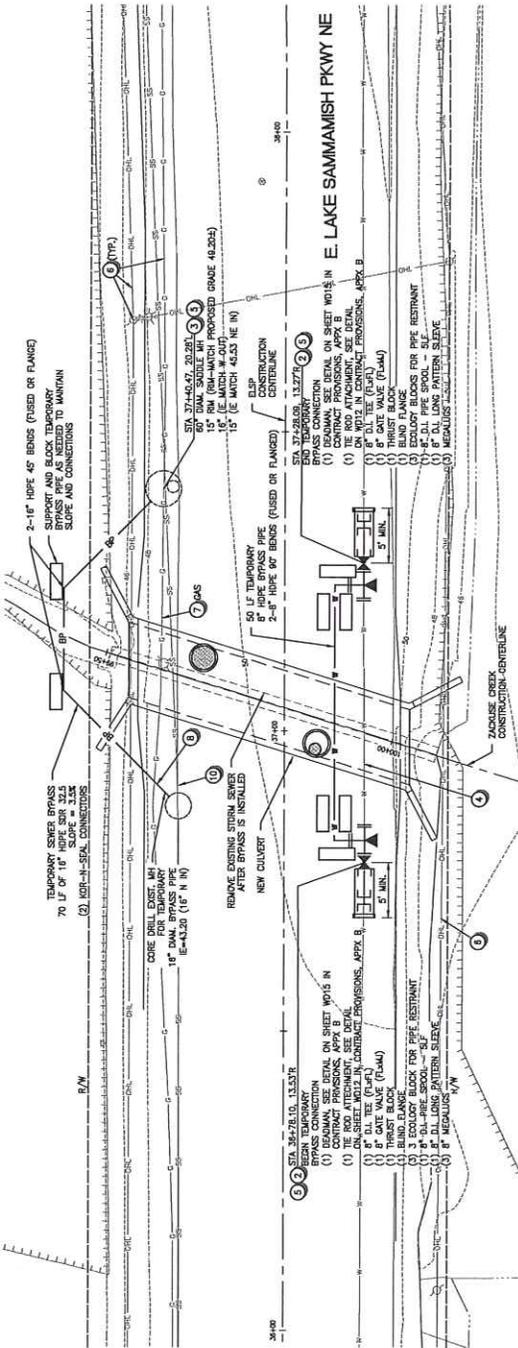
811
 Know what's below.
 Call before you dig.

CULVERT RAIL
 NOT TO SCALE

ZACKUSE CREEK
 FISH PASSAGE AND STREAM
 RESTORATION PROJECT
 SAMMAMISH, WASHINGTON

RD04
 SHEET
 OF
 25
 34

A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



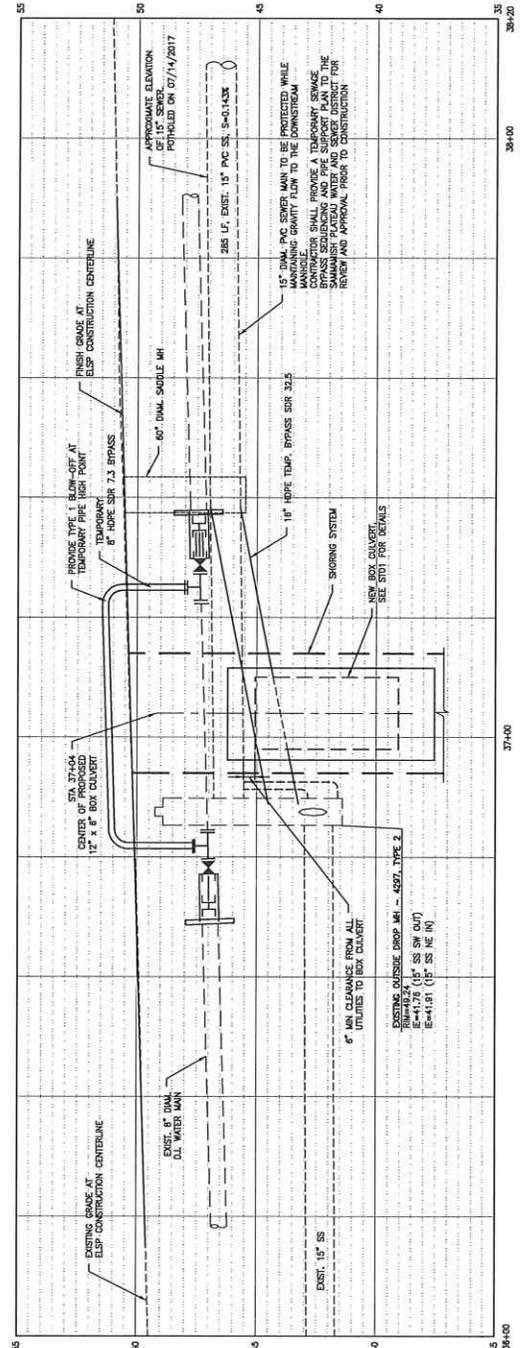
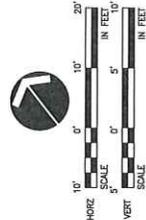
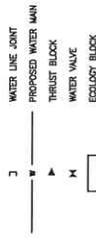
UTILITY RELOCATION NOTES

1. INSTALL 6" CLASS 52 DUCTILE IRON WATER MAIN RESTRAINED TO EXISTING PLATEAU WATER AND SEWER DISTRICT STANDARD PLANS.
2. CONNECT TO EXISTING WATER MAIN. CONTRACTOR SHALL VERIFY FITTING PRIOR TO CONSTRUCTION. COORDINATE WITH SAMMAMISH PLATEAU WATER DISTRICT FOR SHUT DOWN.
3. INSTALL NEW MANHOLE TYPE AND SIZE AS SHOWN.
4. REMOVE EXISTING 6" WATER MAIN BETWEEN NEW CONNECTIONS. AFTER INSTALLATION, DISINTEGRATE AND TESTING TEMPORARY BYPASS PIPE.
5. CONTRACTOR SHALL PROVIDE PROVISIONS FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT DETAILS.
6. EXISTING UTILITIES TO BE PROTECTED, SHORED AND SUPPORTED DURING CONSTRUCTION.
7. EXISTING UTILITY TO BE RELOCATED BY OTHERS.
8. INSTALL TEMPORARY SEWER BYPASS AS SHOWN.
9. INSTALL PERMANENT SEWER AS SHOWN.
10. CONTRACTOR SHALL SURVEY EXISTING LE AT SEWER MANHOLE TO DROP STRUCTURE AND PROVIDE TO SAMMAMISH PLATEAU WATER DISTRICT PRIOR TO BEGINNING 15" PVC.

UTILITY RELOCATION GENERAL NOTES

1. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES PRIOR TO EXISTING UTILITIES FROM DAMAGE WHEN TRAVELING ACCESS OR BESIDE EXISTING UTILITIES.
2. ALL EXISTING UTILITY CONDITIONS INCLUDING BURIED DEPTH ARE APPROXIMATE.
3. SAMMAMISH PLATEAU IS RESPONSIBLE FOR WATER VALVES, THURST BLOCKS, AND ECOLYST BLOCKS AND THE CITY 72 HOURS PRIOR TO SCHEDULING A WATER SYSTEM SHUTDOWN.
4. MAINTAIN ALL WATER SERVICES UNTIL NEW MAIN IS ACTIVATED.
5. RELOCATED UTILITIES SHOWN HEREIN ARE ANTICIPATED LOCATION ONLY. UTILITY AGENCIES TO DETERMINE FINAL LOCATION, GRADES, DEPTHS, AND MATERIALS. CONTRACTOR SHALL COORDINATE WITH UTILITY AGENCIES AND FIELD VERIFY EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY THE RELOCATED UTILITY.
6. THURST BLOCKS SHALL BE INSTALLED IN ACCORDANCE WITH SAMMAMISH PLATEAU WATER AND SEWER DISTRICT STANDARD PLANS.
7. PROVIDE MIN. 6" VERTICAL CLEARANCE FROM BOX CULVERT TO SEWER MAIN.
8. PROVIDE MIN. 6" VERTICAL CLEARANCE TO BOX CULVERT AND 3" COVER OVER WATER MAIN.

LEGEND



UT101	
SHEET	27
OF	34

UTILITY RELOCATION PLAN AND PROFILE
TEMPORARY UTILITY BYPASS



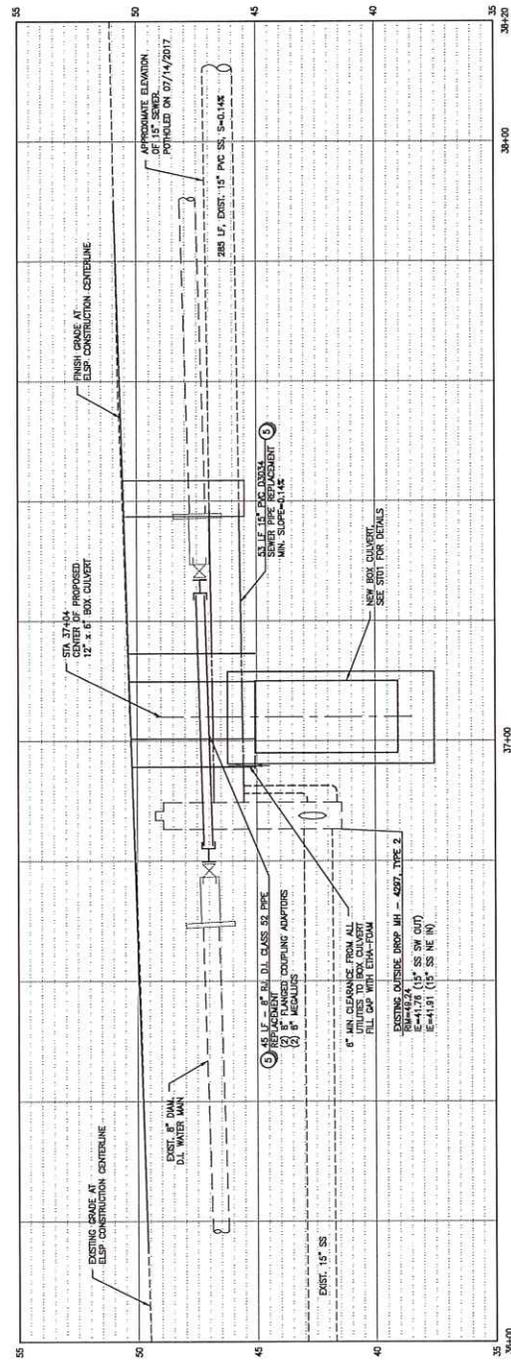
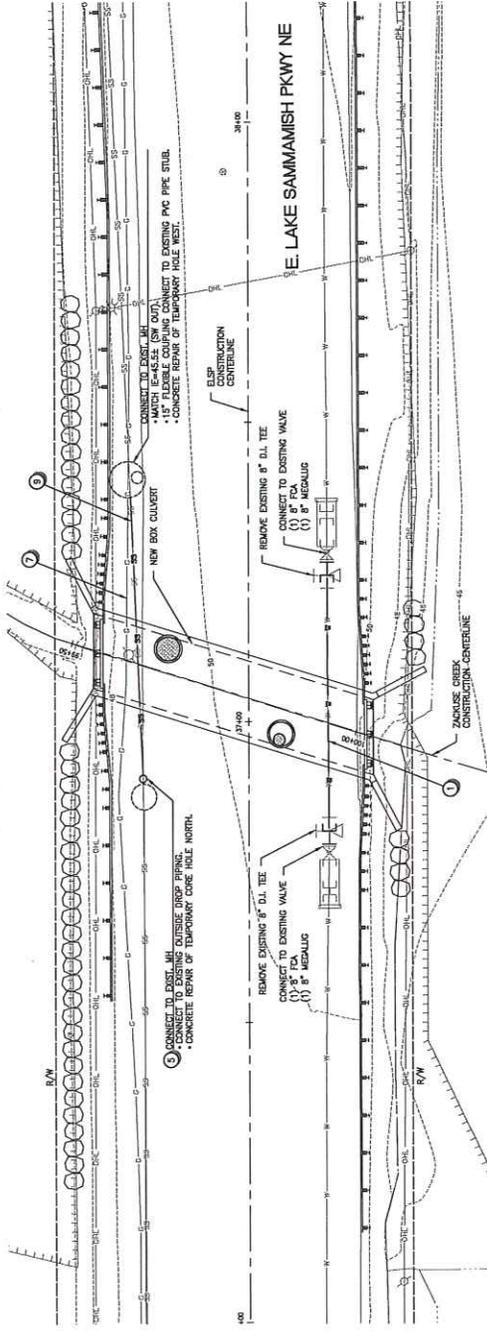
DATE	02/23/2018
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DRAWN BY:	AK
REVIEWED BY:	

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ZACKUSE CREEK
FISH PASSAGE AND STREAM
RESTORATION PROJECT
SAMMAMISH, WASHINGTON



A PORTION OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 06 EAST W.M.



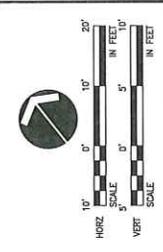
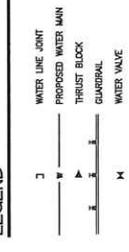
UTILITY RELOCATION NOTES

1. INSTALL 8" CLASS 52 DUCTILE IRON WATER MAIN RESTRAINED JOINT PER MDOT STD PLAN 15-53.00-00.
2. CONNECT TO EXISTING WATER MAIN. CONTRACTOR SHALL VERIFY PLATEAU WATER DISTRICT FOR SHUT DOWN.
3. INSTALL NEW MANHOLE TYPE AND SIZE AS INDICATED.
4. REMOVE EXISTING 8" WATER MAIN BETWEEN NEW CONDUITING. REMOVE EXISTING 15" SEWER MAIN AND EXISTING TEMPORARY BYPASS PIPE.
5. SEE CONTRACT PROVISIONS FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT DETAILS.
6. EXISTING UTILITY TO BE PROTECTED, SHORED AND SUPPORTED DURING CONSTRUCTION.
7. EXISTING UTILITY TO BE RELOCATED BY OTHERS.
8. INSTALL TEMPORARY SEWER BYPASS AS SHOWN.
9. INSTALL PERMANENT SEWER AS SHOWN.
10. CONTRACTOR SHALL VERIFY LOCATION OF SEWER MAIN. MAKE TO DROP STRUCTURE AND PROVIDE TO SAMMAMISH PLATEAU WATER DISTRICT PRIOR TO REMOVAL 15" PVC.

UTILITY RELOCATION GENERAL NOTES

1. THE SAMMAMISH PLATEAU WATER DISTRICT SHALL BE RESPONSIBLE FOR ALL UTILITIES FROM DAMAGE WHEN TRADING ACCESS OR BESIDE EXISTING UTILITIES.
2. ALL EXISTING UTILITY CONDITIONS INCLUDING BURIED DEPTH ARE APPROXIMATE.
3. SAMMAMISH PLATEAU IS RESPONSIBLE FOR WATER VALVES, THURST BLOCKS, GUARDBLOCKS AND THE CITY 72 HOURS PRIOR TO SCHEDULING A WATER SYSTEM SHUTDOWN.
4. MAINTAIN ALL WATER SERVICES UNTIL NEW MAIN IS ACTIVATED.
5. RELOCATED UTILITIES SHOWN HEREIN ARE ANTICIPATED LOCATION ONLY. UTILITY AGENCIES TO DETERMINE FINAL LOCATION, GRADES, DEPTHS AND CONDITIONS. CONTRACTOR SHALL VERIFY EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY THE DISCREPANCIES IN THESE PLANS AND THE RELOCATED UTILITY.
6. THURST BLOCKS SHALL BE INSTALLED IN ACCORDANCE WITH MDOT STD PLANS 15-10.45-00 AND 15-10.55-00. SEE SHEET UT02.
7. PROVIDE MIN. 6" VERTICAL CLEARANCE FROM BOX CONDUIT TO SEWER MAIN.
8. PROVIDE MIN. 6" VERTICAL CLEARANCE TO BOX CONDUIT AND 3' COVER OVER WATER MAIN.

LEGEND



Know what's below. Call before you dig.

NO. 1		DATE: 02/22/2018	DESIGNED BY: BS/DIC/DM/CM/EM/WH	UT02
NO. 2			DRAWN BY: AK	SHEET 28
NO. 3			REVIEWED BY:	OF 34
NO. 4				
NO. 5				

ZACKUSE CREEK
FISH PASSAGE AND STREAM
RESTORATION PROJECT
SAMMAMISH, WASHINGTON

UTILITY RELOCATION PLAN AND PROFILE
FINAL CONFIGURATION



NO.	DATE	REVISIONS
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SHRUB UNDERSTORY PLANTING LEGEND

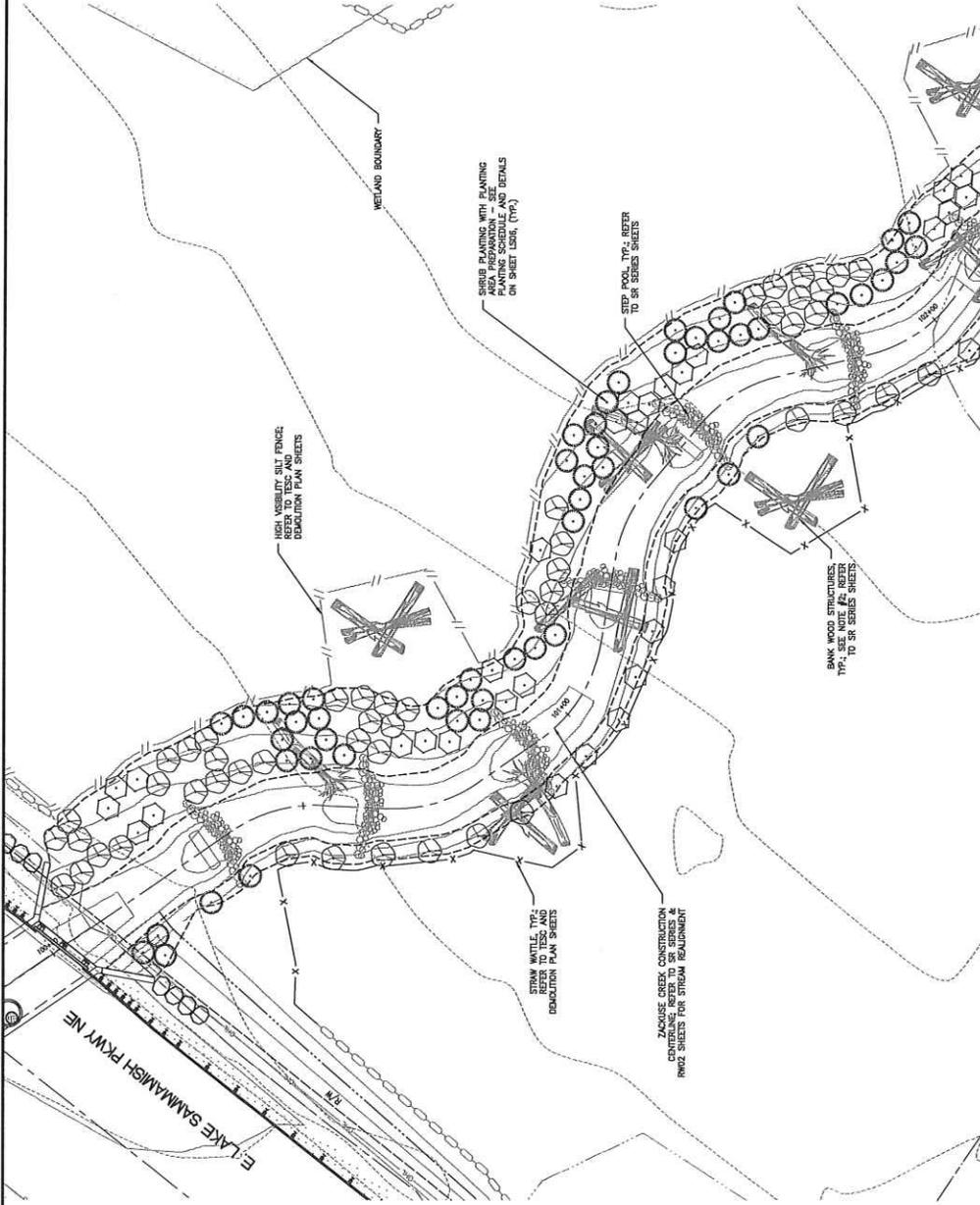
- SHRUBS**
-  BOTANICAL NAME / COMMON NAME
 -  CORNUS SERICEA / RED TWIG DOGWOOD
 -  LONICERA INVOLUCRATA / TWIMBERRY
 -  PHYSOCARPUS CAPTATUS / PACIFIC NINEBARK
 -  ROSA PRINCEPIS / CLUSTERED WILD ROSE
 -  RUBUS SPECTABILIS / SALMONBERRY
 -  SYMPHORICARPOS ALBUS / COMMON SNOWBERRY

LIMITS OF PLANTING AREA TO RECEIVE PLANTING AREA PREPARATION; REFER TO DETAIL ON SHEET LS05

GENERAL NOTES:

1. TREE PLANTING SHOWN SEPARATELY ON SHEETS LS03 AND LS04;
2. MAINTAIN 4 FT. MIN. CLEARANCE FROM WOOD STRUCTURES TO CENTER OF TREES;

- PLANTING WORK TO BE DONE BY OTHERS.
 - SITE PREPARATION AND SEEDING INCLUDED IN CONTRACT.
- SEE SHEET LS05 FOR ROADWAY EMBANKMENT SEEDING**



MATCHLINE SEE SHEET LS02



Know what's below.
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ZACKOUSE CREEK
FISH PASSAGE AND STREAM
RESTORATION PROJECT
SAMMAMISH, WASHINGTON

Project: Apr 10, 2018 - 1:23 pm

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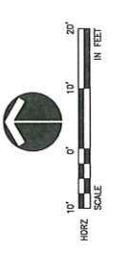
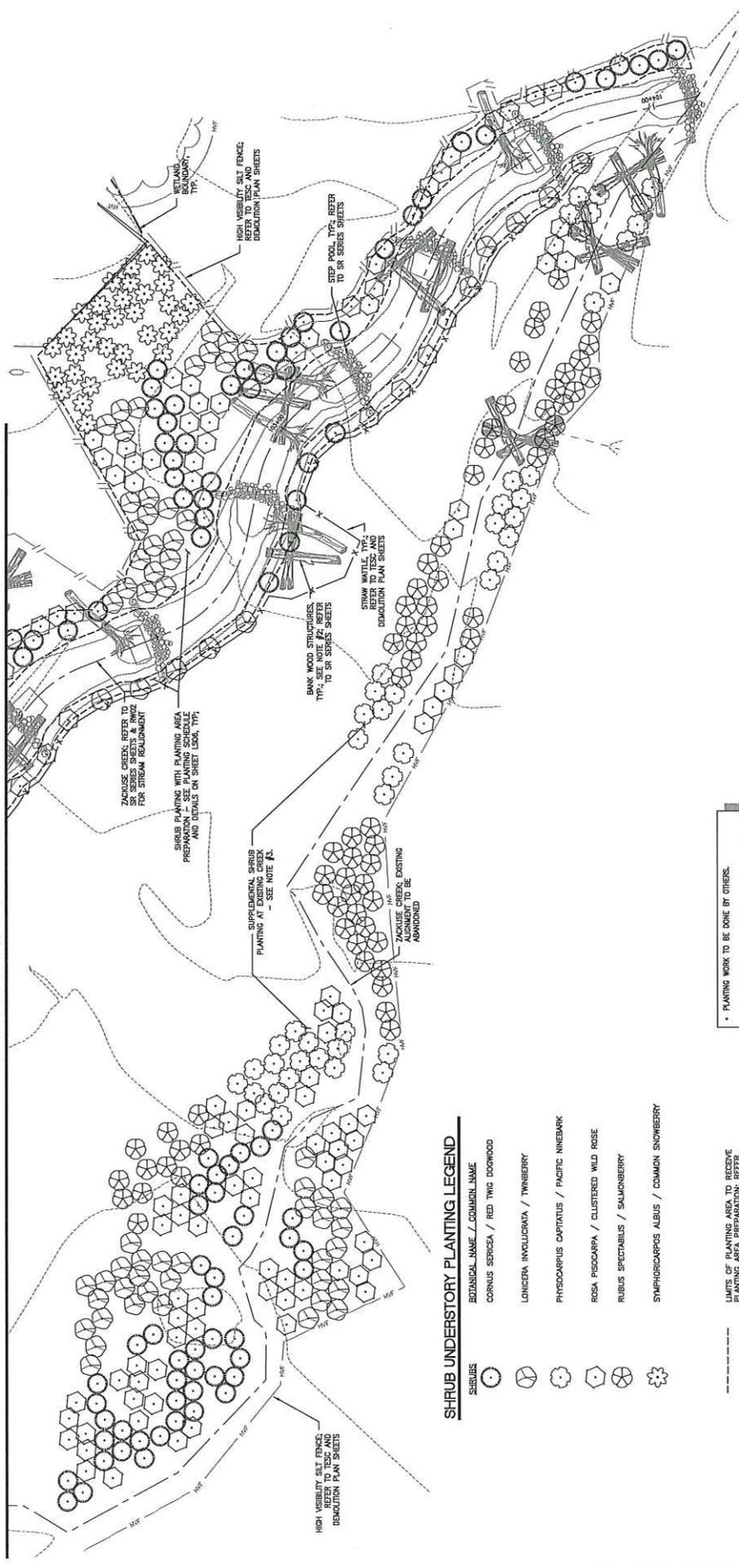
DESIGNED BY: CLD@BDMWCEW/EH
DRAWN BY: BS
REVIEWED BY:



STREAM RESTORATION: SHRUB
UNDERSTORY PLANTING PLAN
SHEET 1 OF 2

LS01
SHEET 29 OF 34

MATCHLINE SEE SHEET LS01



SHRUB UNDERSTORY PLANTING LEGEND

- | | |
|--|--|
| | BODANICAL NAME / COMMON NAME |
| | CORNUS SERICEA / RED TWIG DOGWOOD |
| | LONICERA INCLICATA / TWINSBERRY |
| | PHYTOSARPIS CAPITATUS / PACIFIC NINEBARK |
| | ROSA ROSO-CARPA / CLUSTERED WILD ROSE |
| | RUBUS SPECTABILIS / SALMONBERRY |
| | SYMPHORCARPOS ALEBIS / COMMON SNOWBERRY |

PLANTING WORK TO BE DONE BY OTHERS.
SITE PREPARATION AND SEEDING INCLUDED IN CONTRACT.

GENERAL NOTES

1. TREE PLANTING SHOWN SEPARATELY ON SHEETS LS01 AND LS04.
2. MAINTAIN 4 FT. MIN. CLEARANCE FROM WOOD STRUCTURES TO CENTER OF TREES.
3. SOILS ARE SUPPOSED TO BE PREPARED AND PLANTING WITH SHRUBS SHOWN ON THIS PLAN. APPLY ONE INCH DEPTH OF FINE COMPOST OVER EXISTING SOIL.



ZACKAUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON		DATE: 02/23/2018 DESIGNED BY: CLJDD/RDM/MCE/MEH DRAWN BY: BS REVIEWED BY:	LS02 SHEET OF 30 OF 34
PROJECT NUMBER: 15-04-0018		PROJECT NAME: LS02	

TREE PLANTING LEGEND

TREES BOTANICAL NAME / COMMON NAME

MAULIS FUSCA / WESTERN CRABAPPLE

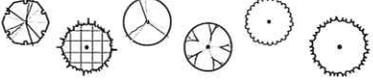
PICEA SITCHENSIS / SITKA SPRUCE

POPULUS BALSAIFERA SPP. TRICHOCARPA / BLACK COTTONWOOD

SAUX HOOKERIANA / HOOKER'S WILLOW

SAUX LASANDRA / PACIFIC WILLOW

TRILIA PLUCIDA / WESTERN RED-CEGAR



--- LIMITS OF PLANTING AREA TO RECEIVE PLANTING AREA PREPARATION; REFER TO DETAIL ON SHEET LS04

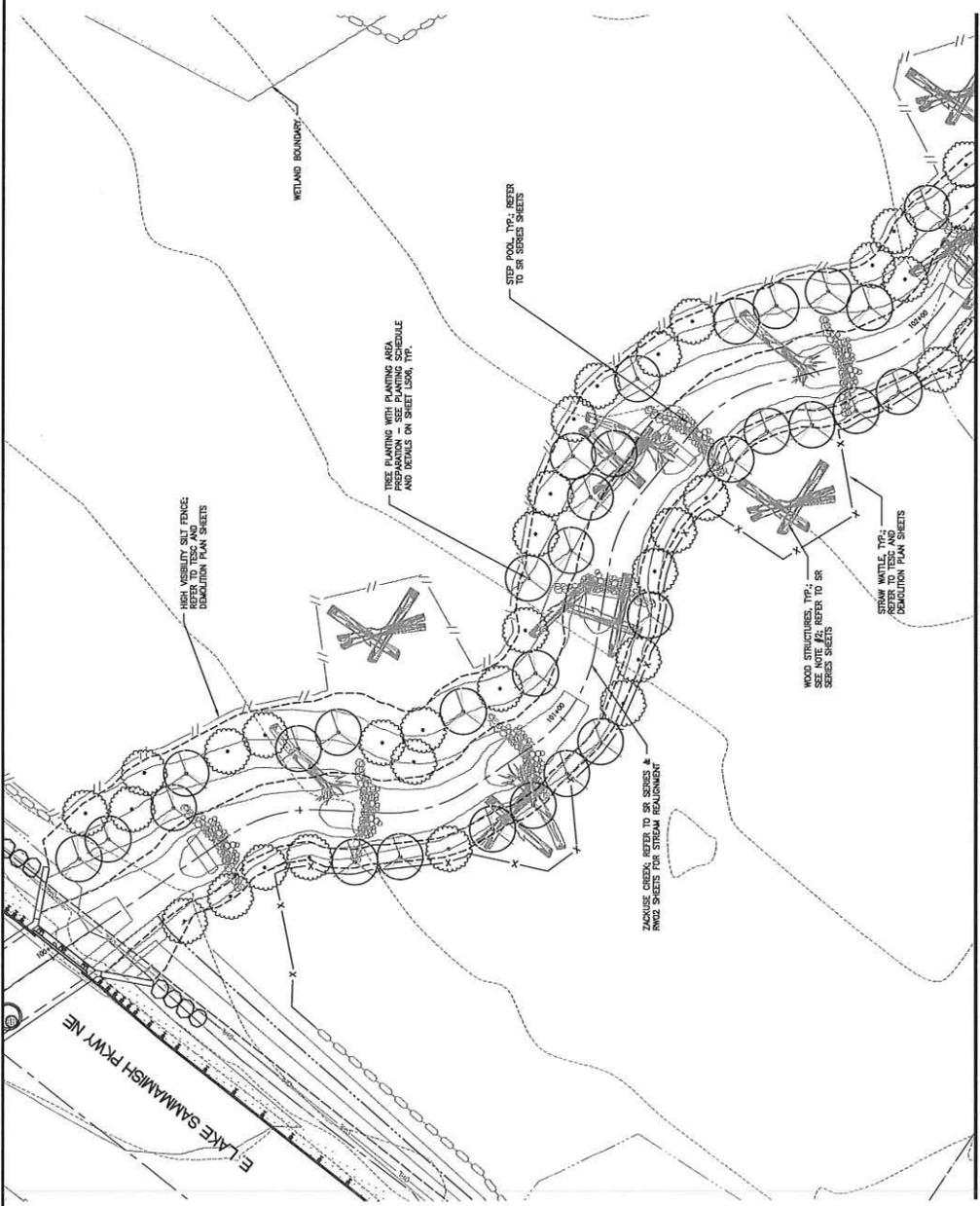
GENERAL NOTES:

1. SHRUB UNDERSTORY PLANTING SHOWN SEPARATELY ON SHEETS LS01 AND LS02
2. MINIMUM 4 FT. MIN. CLEARANCE FROM ROAD STRUCTURES TO CENTER OF PLANTS

• PLANTING WORK TO BE DONE BY OTHERS.

• SITE PREPARATION AND SEEDING INCLUDED IN CONTRACT.

SEE SHEET LS05 FOR ROADWAY EMBANKMENT SEEDING



MATCHLINE SEE SHEET LS04



<p>ZACKUSE CREEK FISH PASSAGE AND STREAM RESTORATION PROJECT SAMMAMISH, WASHINGTON</p>		<p>DESIGNED BY: CLUDD@DMCMCEM.H DRAWN BY: BS REVIEWED BY:</p>		<p>DATE: 02/23/2018</p>	
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<p>Project Number: 120384102</p>		<p>Project Name: LS03</p>		<p>Sheet 31 of 34</p>	



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CONSTRUCTION NOTES:

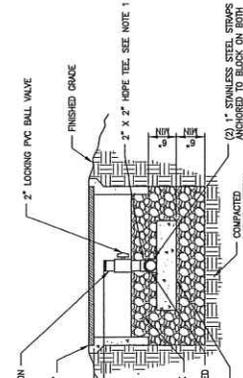
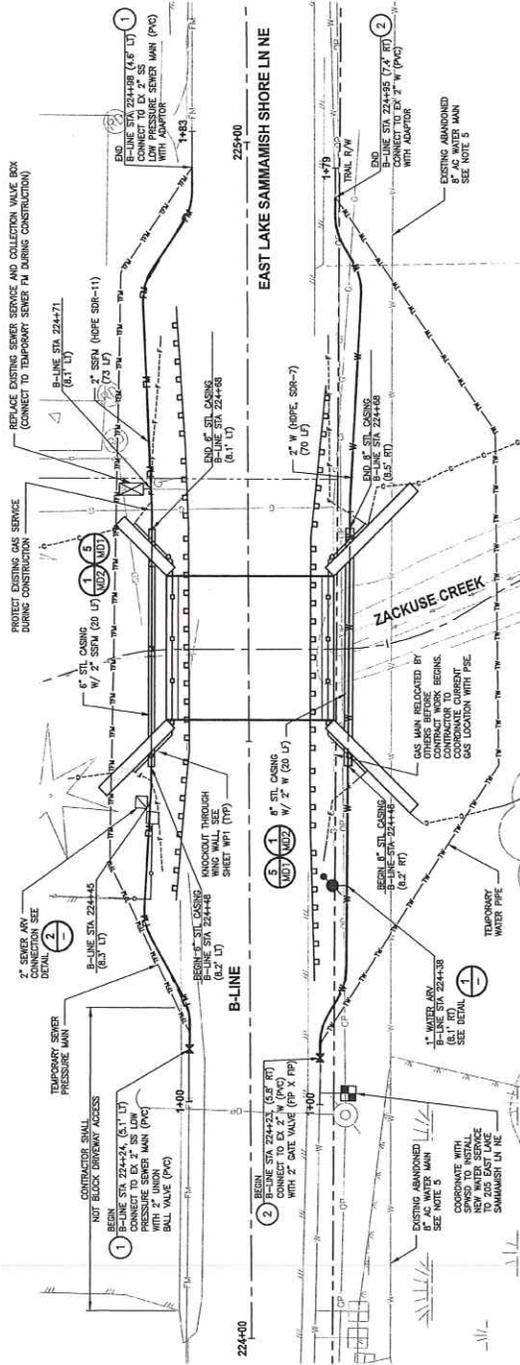
1. LOCATE LOW PRESSURE SEWER MAIN PER SPECIAL PROVISIONS SECTION 7-17.
2. LOCATE WATER LINE PER SPECIAL PROVISIONS SECTION 7-99.

GENERAL NOTES:

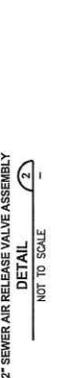
1. CONTRACTOR SHALL CONTACT SAMMAMISH PLATEAU WATER AND SEWER DISTRICT (PWS&SD) FOR ALL INFORMATION REGARDING EXISTING PRESSURE SEWER MAIN. CONTRACTOR SHALL SUBMIT TEMPORARY PRESSURE SEWER MAIN (PAC) TO PWS&SD FOR REVIEW AND APPROVAL. PWS&SD WILL ISSUE A PERMIT TO WORK FOR THE PRESSURE SEWER MAIN. WORK SHALL BE COMPLETED WITHIN 7 DAYS BEFORE PERFORMING WORK ON WATER LINE AND LOW PRESSURE SEWER MAIN.
2. ALL WORK ON WATER LINE AND LOW PRESSURE SEWER MAIN SHALL BE IN ACCORDANCE WITH THE CITY OF SAMMAMISH SPECIFICATIONS (SEE APPENDIX B), AND NO WORK WILL BE ALLOWED WITHOUT APPROVAL FROM THE SIGNED ENGINEER.
3. LOW PRESSURE SEWER MAIN PIPE TRENCH SHALL BE IN ACCORDANCE WITH THE CITY OF SAMMAMISH SPECIFICATIONS (SEE APPENDIX B). DETAILS - WATER MAIN TRENCH SECTION PROVISIONS AND APPROVALS - WATER MAIN TRENCH SECTION PROVISIONS AND APPROVALS - WATER MAIN TRENCH SECTION PROVISIONS AND APPROVALS.
4. WATER LINE PIPE TRENCH SHALL BE IN ACCORDANCE WITH THE CITY OF SAMMAMISH SPECIFICATIONS (SEE APPENDIX B). DETAILS - WATER MAIN TRENCH SECTION PROVISIONS AND APPROVALS - WATER MAIN TRENCH SECTION PROVISIONS AND APPROVALS.
5. CONTRACTOR SHALL PROTECT ALL UTILITIES, AS SHOWN ON THE PLANS, PRIOR TO CONSTRUCTION. UTILITIES AT CONNECTION POINTS PRIOR TO CONSTRUCTION SHALL BE PROTECTED AND MARKED WITH REFLECTOR OR SURVEY MARKS.
6. THE APPROXIMATE LOCATION OF THE EXISTING ABANDONED 8" AC WATER MAIN IS SHOWN IN THE PLANS. IF ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL REMOVE EXISTING AC WATER MAIN PER SPECIAL PROVISIONS SECTION 7-17.

CONTACT INFORMATION:

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
 OFFICE: (425) 392-2255
 FAX: (425) 392-2258
 CONTRACT: JACKSON D&E
 PUGET SOUND ENERGY (PSE)
 (425) 449-7410
 CONTACT: JENNE COLEMAN
 PUGET SOUND ENERGY (POWER)
 (425) 481-4424
 CONTACT: JESSICA GREENBERG



NOTE:
 1. LOCATION OF THE AIR RELEASE VALVE ASSEMBLY AS SHOWN ON THE PLANS IS APPROXIMATE. LOCATE AT HIGH POINT ON THE WATER MAIN.
 1\"/>



NOTE:
 1. LOCATION OF THE AIR RELEASE VALVE ASSEMBLY AS SHOWN ON THE PLANS IS APPROXIMATE. LOCATE AT THE HIGH POINT ON THE LOW PRESSURE SEWER MAIN.
 2. ALL PVC SHALL BE SCHEDULE 80.
 2\"/>



DATE	BY	DESIGNED
		M. MILLER
		D. JOHNSON
		CHECKED BY
		APPROVED
		C. BURKE/AGE

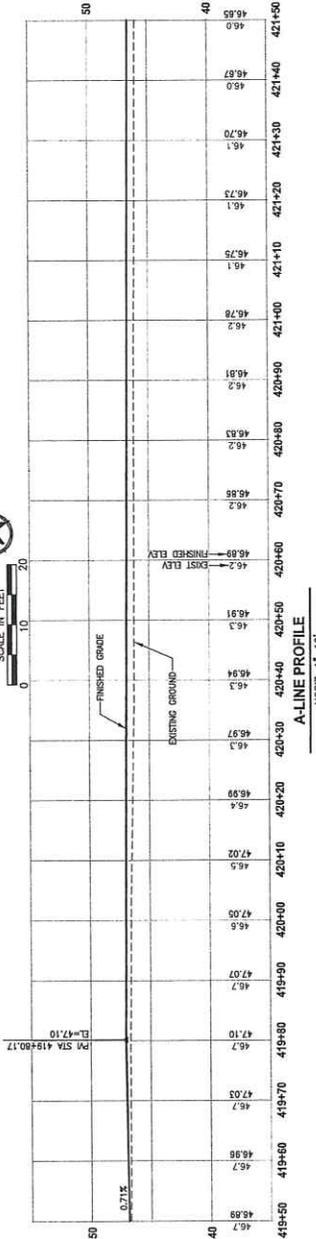
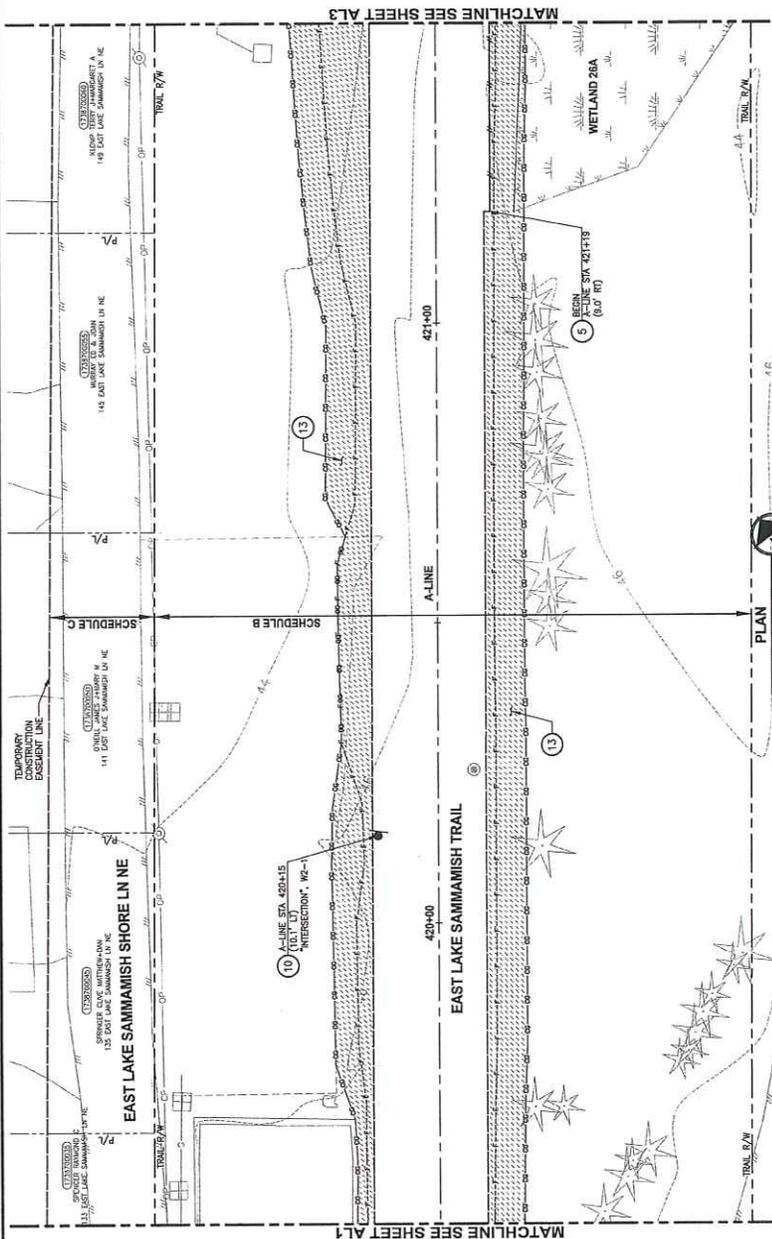
REVISIONS	DATE	BY	DESIGNED
			M. MILLER
			D. JOHNSON
			CHECKED BY
			APPROVED
			C. BURKE/AGE

120348100

CIVIL CONSTRUCTION NOTES:

1. INSTALL BEAM GUARDRAIL TYPE 31, SEE WSDOT STD PLAN C-20-10-04.
2. INSTALL METAL RAILING, SEE DETAILS ON SHEET M01.
3. INSTALL PRECAST CONCRETE BOX CULVERT RAILWAY, SEE ST SHEETS FOR DETAILS, INSTALL WING WALL, SEE ST AND MP SHEETS.
4. GROUND POLE INSTALLATION SEE APPENDIX B IN THE SPECIFICATIONS. SEE SHEET M01 FOR INSTALLATION ON SHEET M01.
5. INSTALL SWAY LUMBER FENCE, SEE DETAILS ON SHEET M01.
6. INSTALL WOOD GUARDRAIL, SEE DETAIL ON SHEET M02.
7. INSTALL GUARDRAIL TYPE 31, ANCHOR TYPE 10, SEE DETAILS ON SHEET M01.
8. INSTALL BEAM GUARDRAIL TYPE 31, ANCHOR TYPE 10, SEE DETAILS ON SHEET M01.
9. 18'-3" SPAN, SEE WSDOT STD PLAN C-20-40-06.
10. INSTALL REMOVABLE BOLLARD, SEE APPENDIX B IN THE SPECIFICATION.
11. INSTALL NEW POST AND SAWMAID SIGN, SEE DETAILS ON SHEET M01.
12. METAL WAREHOUSE SUPPORT STRUCTURE, SEE SPECIAL PROVISIONS SECTION 8-18 AND APPENDIX B IN THE SPECIFICATIONS.
13. SPECIFICATIONS 8-31.
14. WET NATIVE SEEDING FOR WETLAND DISTURBANCE, SEE SPECIAL PROVISIONS SECTION 8-11.2.2. WING WALL, SEE SPECIAL PROVISIONS SECTION 8-12.

LEGEND:



SHEET NO.
12 OF 23
AL2

PLAN AND PROFILE

**EAST LAKE SAMMAMISH
MASTER PLAN TRAIL
ZACKUSE CREEK COVER REPLACEMENTS**
SAMMAMISH, WA



ONE INCH AT FULL SCALE
PLAN SCALE
VERTICAL SCALE
DATE: 10/15/2018
BY: [Signature]

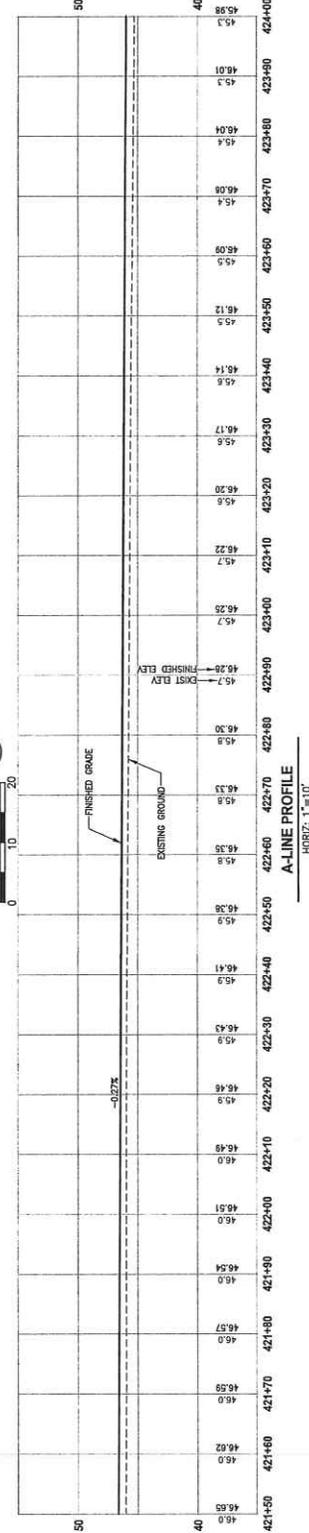
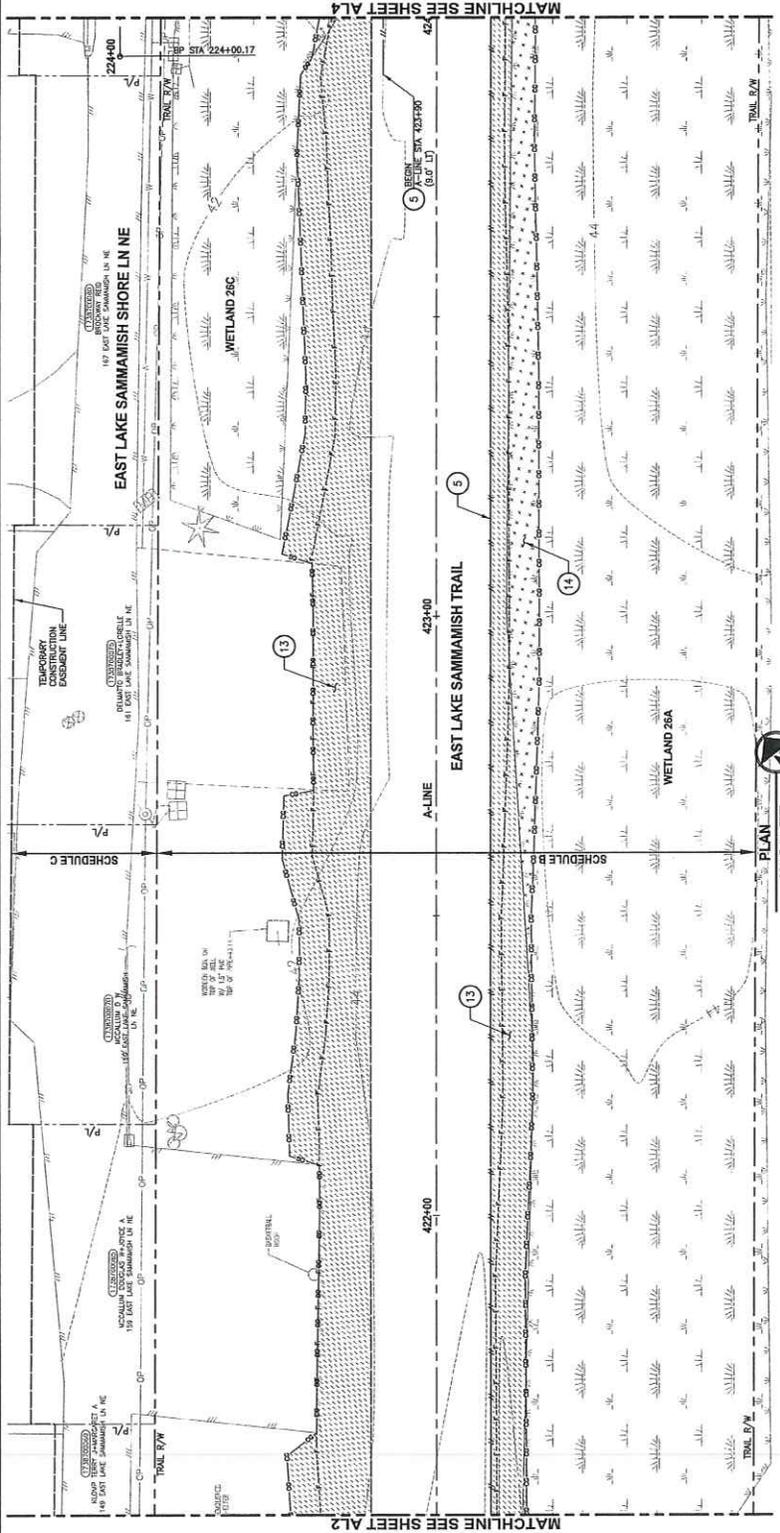
REVISION	DATE	BY	ISSUED
		M. TSUN	
		T. BIRKMAN	
		C. BOUTKAGE	

12/28/2018

CIVIL CONSTRUCTION NOTES:

1. INSTALL BEAM GUARDRAIL TYPE 31. SEE WSDOT STD PLAN C-25.10-04.
2. INSTALL METAL BALING. SEE DETAILS ON SHEET M01.
3. INSTALL PILES FOR FENCE POSTS. SEE DETAILS ON SHEET M01. SEE ST SHEETS FOR DETAILS. INSTALL WING WALL. SEE ST AND WP SHEETS.
4. ROUND CORNER INSTALLATION SEE APPENDIX B FOR THE SPECIFICATIONS. SEE SHEET M01 FOR INSTALLATION ON TOP OF CURB.
5. LUMBER FENCE. SEE DETAILS ON SHEET M01.
6. INSTALL WOOD GUARDRAIL. SEE DETAIL ON SHEET M02.
7. INSTALL BEAM GUARDRAIL TYPE 31 ANCHOR TYPE 10. SEE WSDOT STD PLAN C-25.60-04.
8. W/ST SPAN. SEE WSDOT STD PLAN C-25.64-06.
9. INSTALL REMOVABLE BOLLARD. SEE APPENDIX B IN THE SPECIFICATION.
10. INSTALL NEW POST AND SAWNEED SIGN. SEE DETAILS ON SHEET M01.
11. INSTALL NEW TRASH RECEPTACLE AND PET WASTE SIGN. SEE APPENDIX B IN THE SPECIFICATION.
12. SIGN AND MOUNTING. SEE SPECIAL PROVISIONS SECTION 8-18 AND APPENDIX B IN THE SPECIFICATIONS.
13. SIGN AND MOUNTING PER WSDOT STANDARD SECTION 8-01.2.
14. SET NUTS AND BOLTS FOR WETLAND DISTURBANCE. SEE SPECIAL PROVISIONS SECTION 8-01.2.
15. INSTALL SIGN FENCE. SEE SPECIAL PROVISIONS SECTION 8-01.2.

- LEGEND:**
- PRODUCE WING WALL
 - GUARDRAIL
 - SWAN LUMBER FENCE
 - CHAIN LINK FENCE/IRON FENCE
 - METAL BALING
 - SIGNING AND MOUNTING
 - SET NUTS AND BOLTS FOR WETLAND DISTURBANCE



SCALE IN FEET: 0 10 20
 HORIZ: 1"=10'
 VERT: 1"=5'

SHEET NO.
13 OF 23
AL3

PROJECT NAME
EAST LAKE SAMMAMISH
MASTER PLAN TRAIL
ZACKUCE CREEK OVERT REPLACEMENTS
SAMMAMISH, WA

Parasoftix
 ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
 750 2ND AVENUE, SUITE 200 | SEATTLE, WA 98104
 WWW.PARASOFTIX.COM

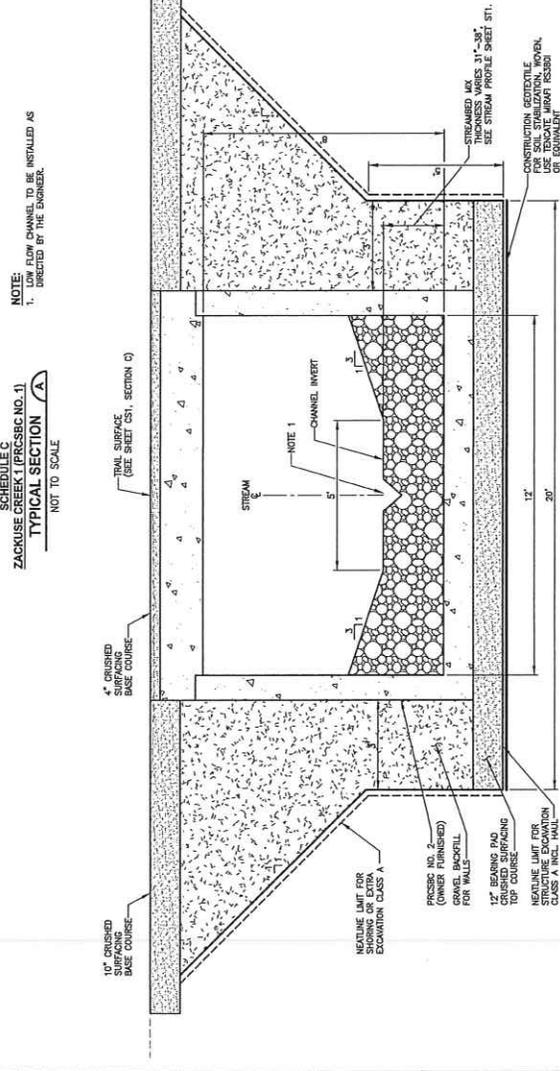
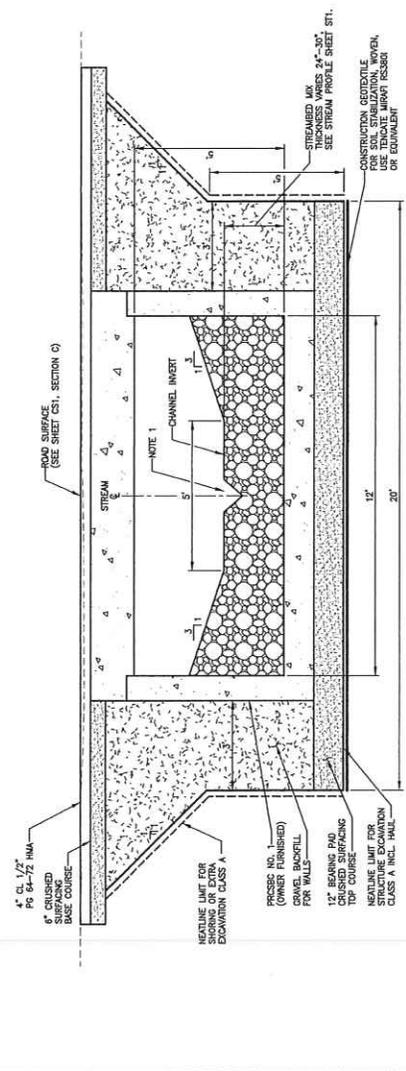
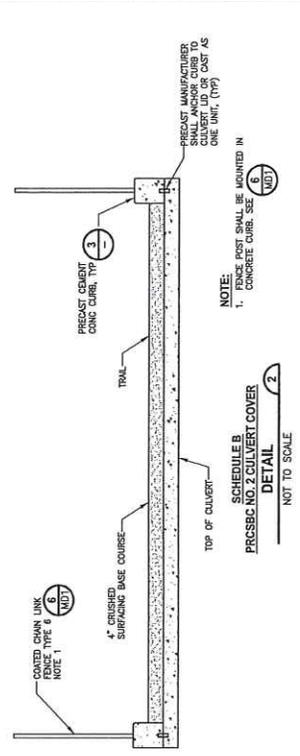
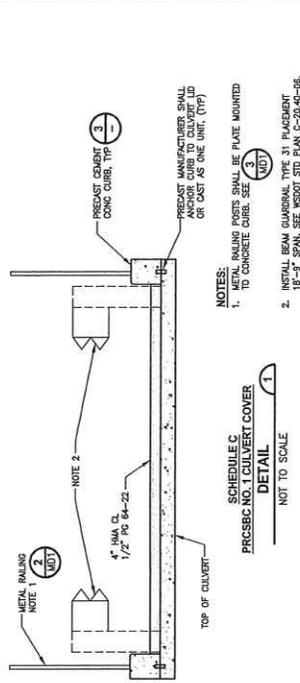


ENGINEERING AT FULL SCALE
 FILE NO. 1903371441-01
 DATE 08/15/2018
 DATE 08/15/2018

REVISIONS	DATE	BY	REASON

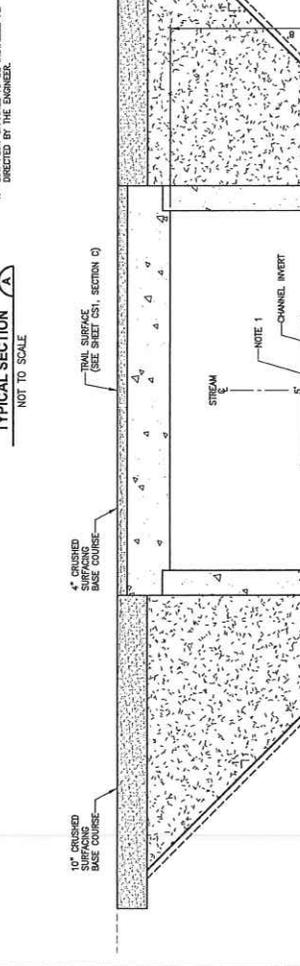
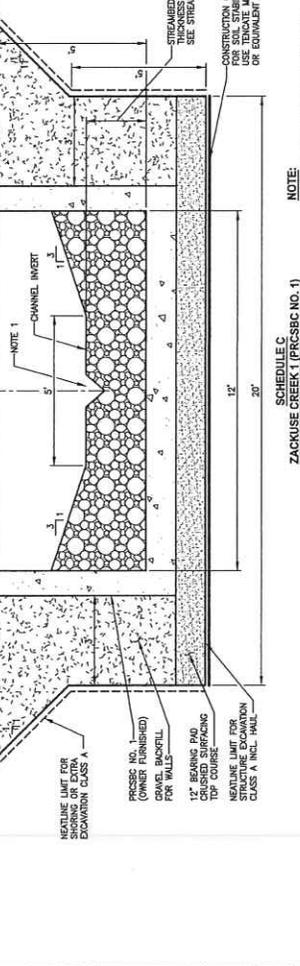
GENERAL NOTES:

1. PRECAST BEAMS, CONC. SPLIT BOX CULVERT, (FURNISHED BY OWNER).
2. PRECAST BEAMS, CONC. SPLIT BOX CULVERT (PRECAST) LACING, ASHTO HL-33, (FURNISHED BY OWNER).
3. CONSTRUCTION ACTIVITY FOR CULVERTS SHALL NOT OCCUR UNTIL FISH REMOVAL (BY OWNER) IS COMPLETED AND TEMPORARY STREAM DIVERSION IS WORKING.
4. BOX CULVERTS AND STREAM WORK BELOW ORDINARY HIGH WATER SHALL BE COMPLETED BY JANUARY 1 AND SEPTEMBER 30 PER WPA APPROVAL CONDITIONS.



GENERAL NOTES:

1. LOW FLOW CHANNEL TO BE INSTALLED AS DIRECTED BY THE ENGINEER.



SHEET NO.
17 OF 23
ST2

STREAM AND CULVERT DETAILS

**EAST LAKE SAMMAMISH
MASTER PLAN TRAIL
ZACKKUSE CREEK CULVERT REPLACEMENTS**
SAMMAMISH, WA

Parametrix
ENGINEERING PLANNING ENVIRONMENTAL SCIENCES
19320 AVENUE, SUITE 200 | SEATTLE, WA 98148
WWW.PARAMETRIX.COM



DATE: 2018
DRAWN BY: B. PURGAMAN
CHECKED BY: D. PROCTOR
APPROVED BY: J. P. PURGAMAN

REVISIONS	DATE	BY	DESCRIBED

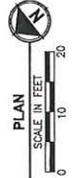
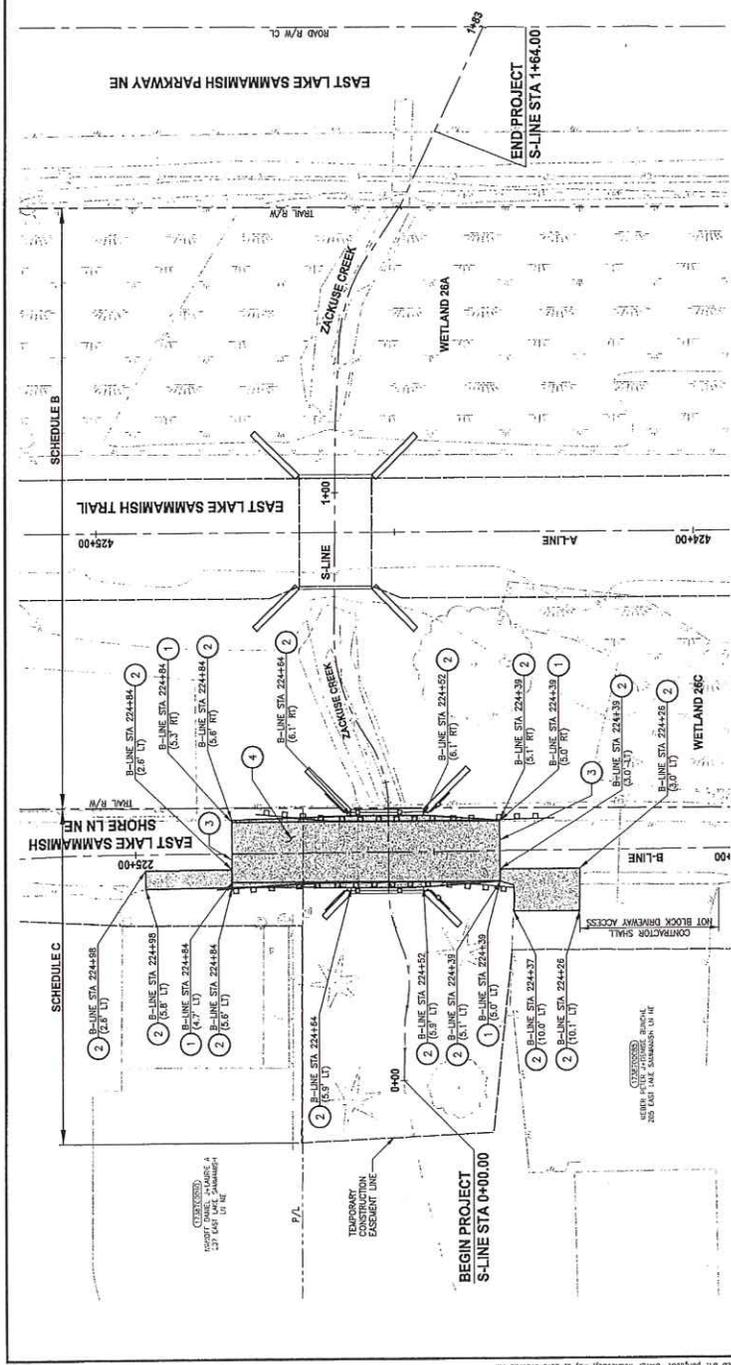
12/28/2018

CONSTRUCTION NOTES:

- 1 PLASTIC WHITE LINE
- 2 EDGE OF PAVEMENT
- 3 TRANSVERSE JOINT, SEE SHEET NO.1 FOR DETAIL
- 4 HMA CL. 1/2" PG 64-22

LEGEND:

HMA CL. 1/2" PG 64-22



SHEET NO.
20 OF 23

**ROADWAY PAVEMENT
AND CHANNELIZATION PLAN**

PROJECT NAME
**EAST LAKE SAMMAMISH
MASTER PLAN TRAIL
ZACKOUSE CREEK CULVERT REPLACEMENTS**
SAMMAMISH, WA

Parametrix
CONSULTING ENGINEERS
710 2ND AVENUE, SUITE 200 | SEATTLE, WA 98104
P: 206.464.3000
WWW.PARAMETRIX.COM

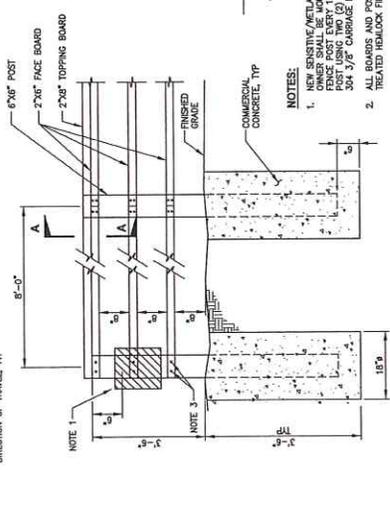
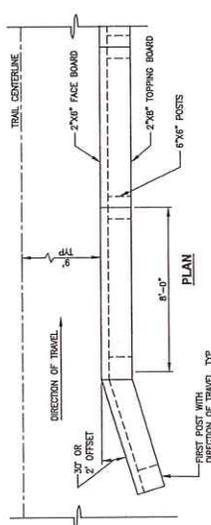


ONE INCH AT FULL SCALE
IF NOT SHOWN OTHERWISE
PLEASE SCALE ACCORDINGLY
DATE PLOTTED: 07/25/2018 14:01:01
DRAWN BY: B. BURGMAN
CHECKED BY: D. PRODCTOR
SCALE: 1/2"=1'-0" P23, T14
DATE: MAY 2018

NO.	DATE	BY	REVISION
1		TSUN	DESIGN
2		BURGMAN	CHECK
3		PRODCTOR	APPROVE

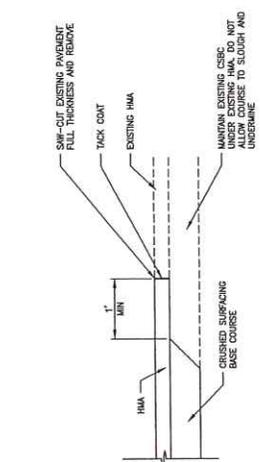
W. BAUTZ

120368102

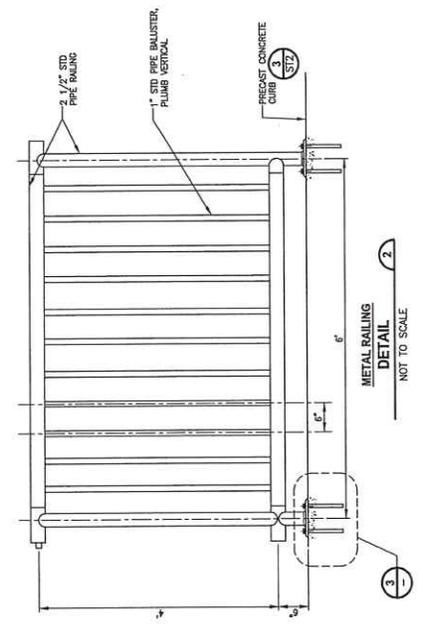


NOTES:
 1. NEW EXISTING METAL SIGNS PROVIDED BY OWNER SHALL BE MOUNTED ON SAW LUMBER POSTS USING TWO (2) STAINLESS STEEL 3/4" x 3/8" CARRIAGE BOLT, NUT AND WASHER. TREATED HEMLOCK FIR LUMBER.
 2. ALL BOARDS AND POSTS SHALL BE PRESSURE TREATED HEMLOCK FIR LUMBER.
 3. ALL WOOD FASTENERS SHALL BE 2.5" LONG. #8 COATED STAR DRIVE SCREWS.

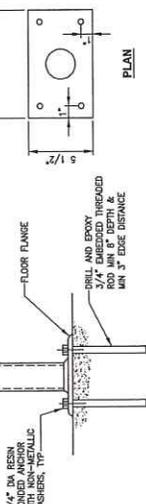
3-RAIL SAW LUMBER FENCE DETAIL
 NOT TO SCALE



TRANSVERSE JOINT DETAIL
 NOT TO SCALE

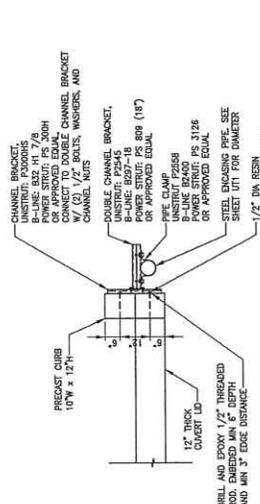


METAL RAILING DETAIL
 NOT TO SCALE



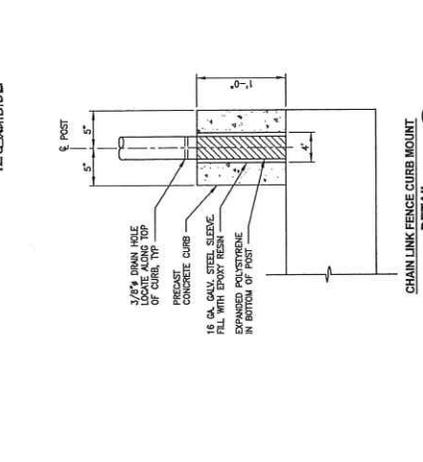
SECTION

METAL RAILING FLOOR FLANGE DETAIL
 NOT TO SCALE

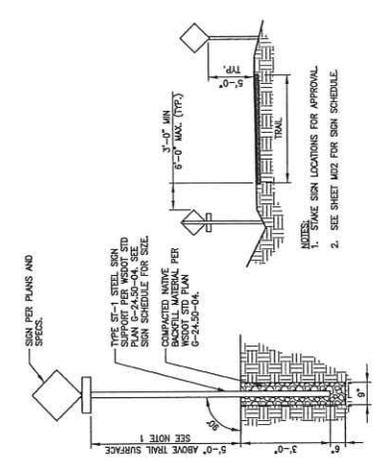


UTILITY SUPPORT SYSTEM DETAIL
 NOT TO SCALE

NOTES:
 1. WORK FOR RESIN BONDED ANCHORS AND UTILITY SUPPORT SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING: WATER LINE AND TELECOM LOW PRESSURE SEWER MAN" SEE SPECIAL PROVISIONS.
 2. UTILITY SUPPORT SYSTEM INCLUDING HARDWARE SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING: BRICKS, WASHERS, AND CHANNEL NUTS FOR UTILITY SUPPORT SYSTEM ASSEMBLIES.



CHAIN LINK FENCE CURB MOUNT DETAIL
 NOT TO SCALE



TRAIL SIDE SIGNAGE DETAIL
 NOT TO SCALE

NOTES:
 1. USE 7 MOUNTING HEIGHT FOR TRAFFIC SIGNS ALONG ROADWAYS. SEE SPECIFICATIONS.
 2. USE 5 MOUNTING HEIGHT FOR TRAIL SIGNS.



PARAMETRIX
 ENGINEERS AND PLANNERS, INC./CORPORATE OFFICES
 710 3RD AVENUE, SUITE 300 | SEATTLE, WA 98104
 WWW.PARAMETRIX.COM

EAST LAKE SAMMAMISH MASTER PLAN TRAIL ZACKUSE CREEK CUIVERT REPLACEMENTS
 SAMMAMISH, WA

SHEET NO. 22 OF 23
 MD1

ONE INCH AT FULL SCALE.
 FILE NAME: 020223TRM4D-01
 2023-05-15 10:52:31 AM
 DATE: 05-15-23 11:15
 MAY 2018

REVISIONS	DATE	BY	DESIGNED
			M. TSUN
			B. PERCAMAN
			C. BAUTZ

DATE: 05-15-23 11:15
 FILE NAME: 020223TRM4D-01
 2023-05-15 10:52:31 AM
 ONE INCH AT FULL SCALE.

WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075**TEMPORARY CONSTRUCTION EASEMENT****Grantor(s):** BRADLEY DELMATTO AND LORELLE DELMATTO**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0075**Abbreviated Legal Description:** CONNELLS SUBDIV GOVT LOT 2 UNREC & SH LDS ADJ;
PLAT LOT 15**Legal Description:** Reference Exhibit A

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Easement**") is dated March 29, 2018 and is made and entered into by BRADLEY DELMATTO AND LORELLE DELMATTO, ("**Grantor**" or "**Property Owner(s)**"), and the **CITY OF SAMMAMISH**, a municipal corporation ("**Grantee**" or "**City**").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "**Property**").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "**Project**") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("**Shore Lane**"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "**Easement Area**"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon

completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 29th day of March, 20 18.



GRANTOR, BRADLEY DELMATTO

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 29th day of MARCH, 20 18 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared BRADLEY DELMOTTO known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Michelle L. Martin
NOTARY PUBLIC in and for the State of Washington,
residing at: SAMMAMISH, WA
My appointment expires: 03/15/2019

Lorelle Delmatto
GRANTOR, LORELLE DELMATTO

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 29th day of MARCH, 20 18 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared LORELLE DELMATTO known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Michelle L. Martin
NOTARY PUBLIC in and for the State of Washington,
residing at: SAMMAMISH, WA
My appointment expires: 03/15/2019

EXHIBIT A
Legal Description of Property

THAT PORTION OF GOVERNMENT LOT 2 OF SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 2 AND THE NORTHWESTERLY LINE OF NORTHERN PACIFIC RAILWAY CO. RIGHT OF WAY; RUNNING THENCE NORTH 38° EAST ALONG SAID RIGHT OF WAY LINE 688.29 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; CONTINUING THENCE NORTH 38° EAST, ALONG SAID RIGHT OF WAY LINE 50 FEET; THENCE NORTH 52° WEST 225 FEET MORE OR LESS TO THE NORTHWESTERLY LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTHWEST ALONG SAID NORTHWEST LINE, TO A POINT WHICH BEARS NORTH 52° WEST OF THE TRUE POINT OF BEGINNING; THENCE SOUTH 52° EAST 225 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS TRACT 15, CONNELL'S SUBDIVISION ON LAKE SAMMAMISH, ACCORDING TO THE UNRECORDED PLAT THEREOF);

TOGETHER WITH SHORELANDS OF THE SECOND CLASS LYING IN FRONT OF, ADJACENT TO, OR ABUTTING THEREON.

EXHIBIT B
Shore Lane Map

For a copy of Exhibit B, please contact the City of Sammamish.

WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075**TEMPORARY CONSTRUCTION EASEMENT****Grantor(s):** MARGARET A. KLOMP AND TERRY J. KLOMP**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0060**Abbreviated Legal Description:** Ptn Govt Lot 2, 32-25-6**Legal Description:** Reference Exhibit A

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated April 24, 2018 and is made and entered into by _____, ("Grantor" or "Property Owner(s)"), and the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "Property").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "Project") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("Shore Lane"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "Easement Area"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon

completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

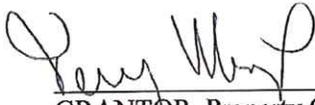
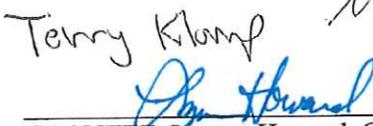
12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 24th day of April, 2018.

 _____ GRANTOR, Property Owner	 _____ Margaret Klomp
 _____ GRANTEE, Lyman Howard, City Manager, City of Sammamish	

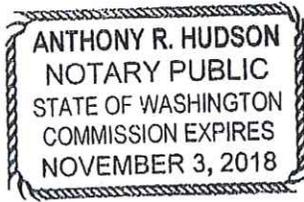
STATE OF WASHINGTON)

COUNTY OF KING)

) ss
)

On this 24th day of April, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Terry and Margaret Klomp known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa.
My appointment expires: 11/03/2018

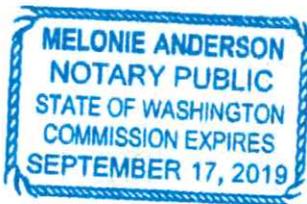
STATE OF WASHINGTON)

COUNTY OF KING)

) ss
)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish WA 98075
My appointment expires: 09/17/19

EXHIBIT A
Legal Description of Property

For APN/Parcel ID(s): 173870 0060 09

Commencing at the intersection of the south line of Government Lot 2, Section 32, Township 25 North, Range 6 East, W.M., in King County, Washington, with the westerly line of Northern Pacific Railway right of way;

Thence North 38°00' East along said right of way line 538.29 feet to the true point of beginning;

Thence North 38°00' East along said right of way 50 feet;

Thence North 52°00' West 235 feet, more or less, to the westerly line of said lot;

Thence southwesterly along said lot line to a point North 52°00' West to the point of beginning;

Thence South 52°00' East 230 feet, more or less, to the point of beginning;

(Being known as Tract 12, Connell's Subdivision, according to the unrecorded plat thereof);

Together with the shorelands of the second class fronting thereon.

Situate in the County of King, State of Washington.

WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
 801 228TH AVE SE
 SAMMAMISH, WA 98075

TEMPORARY CONSTRUCTION EASEMENT**Grantor(s):** RANDALL L PETERSON AND LISELOTT PETERSON**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0115**Abbreviated Legal Description:** 23 CONNELLS SUBDIV GOVT LOT 2 UNREC & SH LDS ADJ**Legal Description:** Reference Exhibit A

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated April 30th, 2018 and is made and entered into by RANDALL L & LISELOTTE PETERSON, ("Grantor" or "Property Owner(s)"), and the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "Property").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "Project") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("Shore Lane"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "Easement Area"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon

completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 30 day of April, 2018.

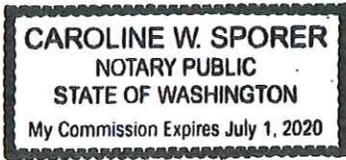
Randall Peterson Lib Peterson
GRANTOR, Property Owner

Jim Howard
GRANTEE, Lyman Howard, City Manager, City of Sammamish

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 30th day of April, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared RANDALL + LISZOTTE PETERSON known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

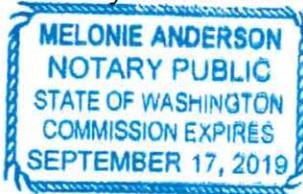


Caroline Sporer
NOTARY PUBLIC in and for the State of Washington,
residing at: SEATTLE WA
My appointment expires: 7-1-

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/2019

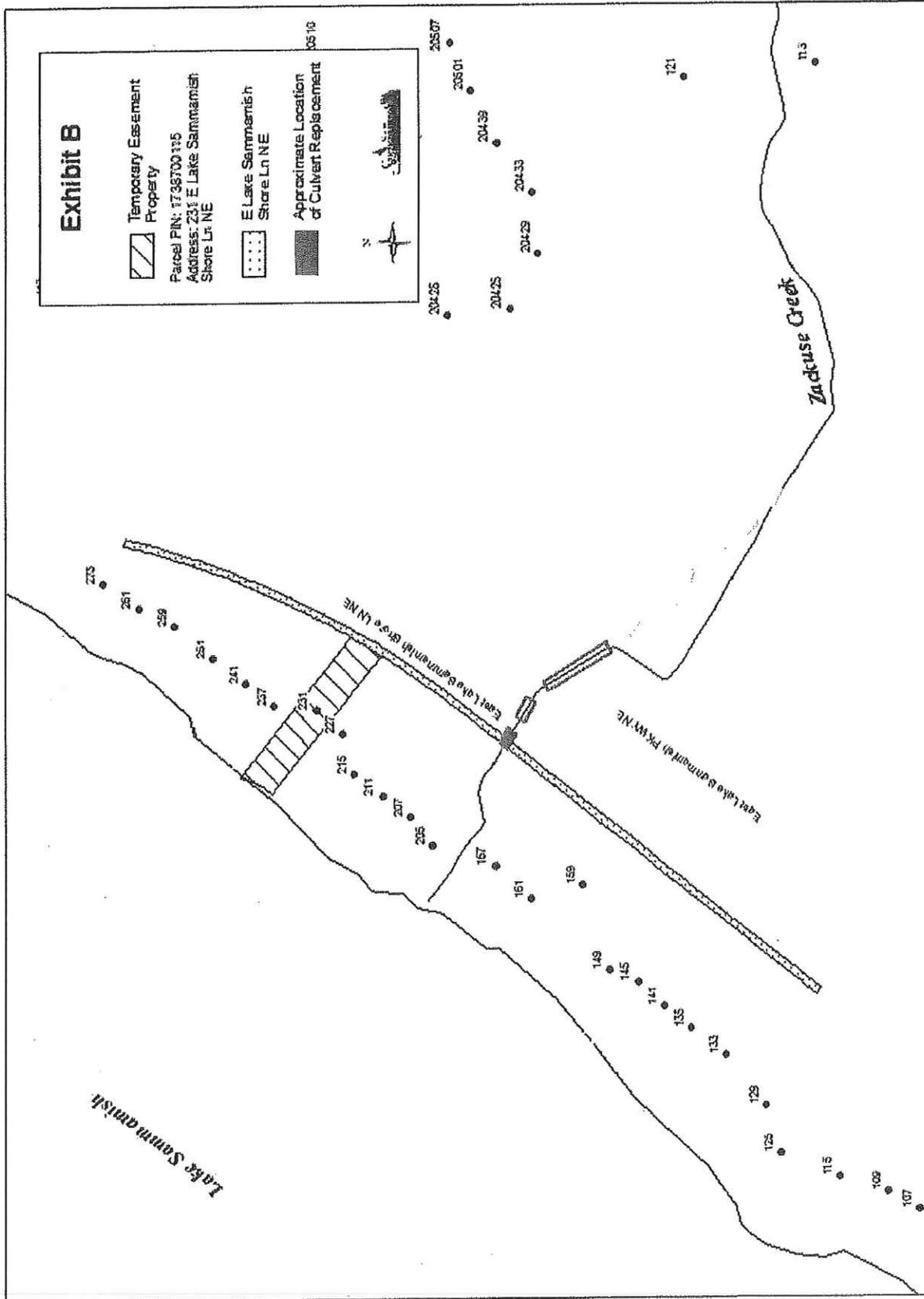
EXHIBIT A
Legal Description of Property

THAT PORTION OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 2, WITH THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY;
THENCE NORTH 38°00" EAST ALONG THE SAID RIGHT OF WAY LINE, 1088.29 FEET, TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 38°00" EAST 50 FEET;
THENCE NORTH 52°00" WEST 220 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID GOVERNMENT LOT 2;
THENCE SOUTHWESTERLY ALONG SAID LOT LINE 50 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 52°00' WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 52°00' EAST 230 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH SECOND-CLASS SHORELANDS FRONTING THEREON;

(BEING KNOWN AS TRACT 23, CONNELL'S SUBDIVISION, ACCORDING TO THE UNRECORDED PLAT THEREOF.)



WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075**TEMPORARY CONSTRUCTION EASEMENT****Grantor(s):** FANNY F BEYELER VAZQUEZ**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0140**Abbreviated Legal Description:** CONNELLS SUBDIV GOVT LOT 2 UNREC POR GL 2 SEC 32-25-06
BEG NXN S LN GL 2 WITH WLY LN NP R/W TH NLY ALG SD R/W 1388.29 FT TO TPOB TH CONT
NELY ALG SD R/W 50 FT TH N 52-00-00 W 105 FT M/L TO SH LN LAKE SAMMAMISH TH SWLY
ALG SD LN TAP N 52-00-00 W OF TPOB TH S 52-00-00 E 115 FT M/L TO TPOB TGW SH LDS ADJ;
PLAT LOT 29**Legal Description:** Reference Exhibit A

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Easement**") is dated March 20, 2018 and is made and entered into by Fanny F Beyeler, ("**Grantor**" or "**Property Owner(s)**"), and the **CITY OF SAMMAMISH**, a municipal corporation ("**Grantee**" or "**City**").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "**Property**").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "**Project**") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("**Shore Lane**"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "**Easement Area**"). A portion Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

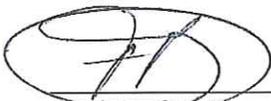
12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 20th day of March, 2018.



GRANTOR, Property Owner

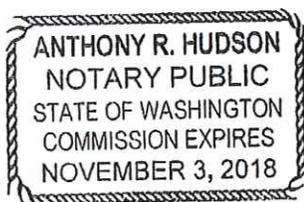


GRANTEE, Lyman Howard, City Manager, City of Sammamish

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 20th day of March, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Fanny F. Deyeler known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

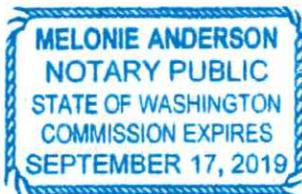


Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa
My appointment expires: 11/03/2018

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

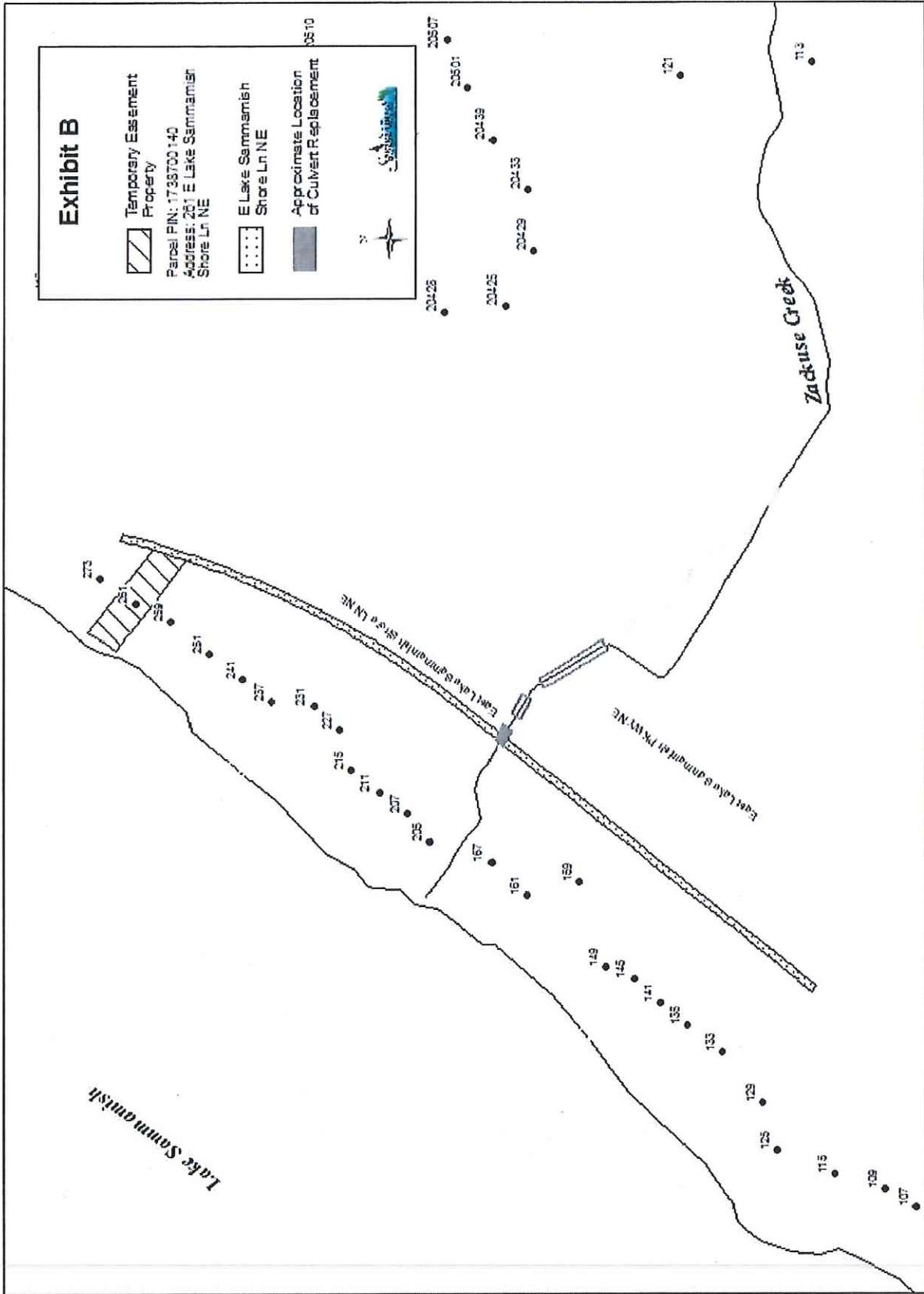
WITNESS my hand and official seal the day and year first above written.



Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/19

EXHIBIT A
Legal Description of Property

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, WITH THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY,
THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE 1,388.29 FEET TO THE TRUE POINT OF BEGINNING,
THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE 25 FEET,
THENCE NORTH 52°00' WEST 110 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT,
THENCE SOUTHWESTERLY ALONG SAID LINE 23.45 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 52°00' WEST OF THE POINT OF BEGINNING,
THENCE SOUTH 52°00' EAST 115 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,
BEING KNOWN AS THE SOUTH HALF OF TRACT 29, CONNELL'S SUBDIVISION, UNRECORDED,
TOGETHER WITH SHORE LANDS OF THE SECOND CLASS ADJOINING



WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
 801 228TH AVE SE
 SAMMAMISH, WA 98075

TEMPORARY CONSTRUCTION EASEMENT**Grantor(s):** FANNY F BEYELER VAZQUEZ**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0141

Abbreviated Legal Description: CONNELLS SUBD GOVT LOT 2 UNREC POR GL 2 SEC 32-25-6 DAF BEG NXN OF S LN SD GL WITH WLY LN OF NP RR R/W & RNNG TH NLY ALG SD R/W LN DIST 1288.29 FT TO TPOB TH CONTG NLY ALG SD R/W LN 50 FT TH N 52-00 W TO WLY LN SD GL TH SLY ALG SD LOT LN TAP FRM WCH SD TPOB BRS S 52-00 E TH S 52-00 E TO TPOB TGW 2ND CL SH LDS ADJ LESS POR THOF DAF - BEG ABOVE DESC TPOB TH CONTG NLY ALG SD R/W LN 12 FT TH N 52-00 W 43 FT TH NELY AT R/A 13 FT TH N 52-00 W TO WLY LN SD GL TH SLY ALG SD GL LN TAP FRM WCH SD TPOB BRS S 52-00 E TH S 52-00 E TO TPOB TGW LOT 28 TGW SH LDS ADJ OF CONNELLS SUBD GOVT LOT 2 UNREC ALL AKA PAR B-C KC LLA #683098; PLAT LOT 27-28

Legal Description: Reference Exhibit A

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated March 20, 2018 and is made and entered into by Fanny F Beyeler, ("Grantor" or "Property Owner(s)"), and the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "Property").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "Project") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("Shore Lane"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "Easement Area"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

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6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

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12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

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14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 20th day of

March, 2018.

GRANTOR, Property Owner

GRANTEE, Lyman Howard, City Manager, City of Sammamish

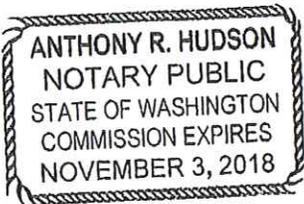
STATE OF WASHINGTON)

COUNTY OF KING)

) ss
)

On this 20th day of March, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Fanny F Beyeler known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, WA
My appointment expires: 11/03/2018

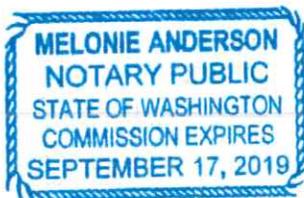
STATE OF WASHINGTON)

COUNTY OF KING)

) ss
)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish WA
My appointment expires: 09/17/19

EXHIBIT A
Legal Description of Property

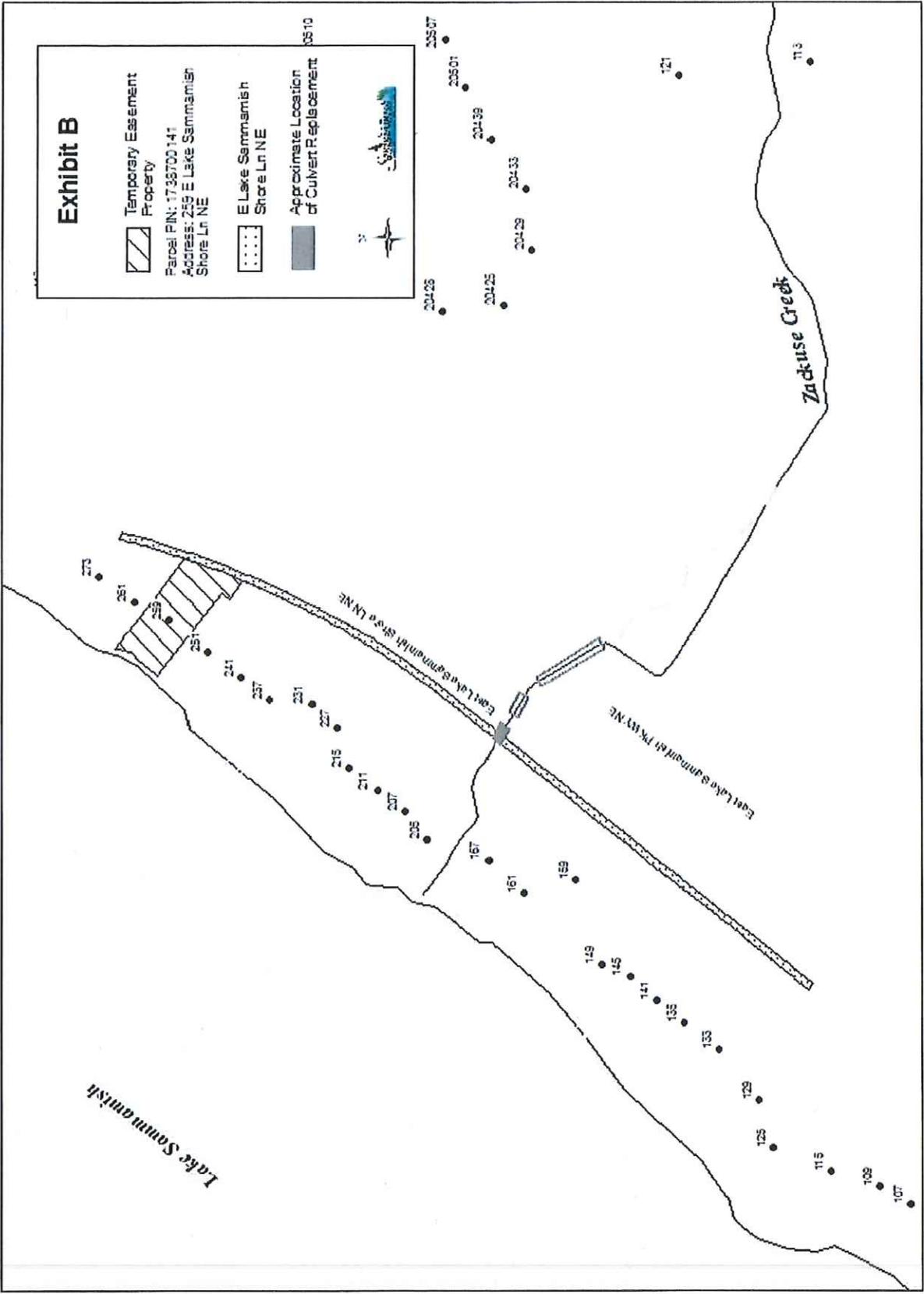
THAT PORTION OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS.

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT WITH THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY; AND RUNNING
THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1,288.29 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTHERLY ALONG SAID RIGHT OF WAY LINE 50 FEET;
THENCE NORTH 52°00'00" WEST TO THE WESTERLY LINE OF SAID GOVERNMENT LOT;
THENCE SOUTHERLY ALONG SAID LOT LINE TO A POINT FROM WHICH SAID TRUE POINT OF BEGINNING BEARS SOUTH 52°00'00" EAST;
THENCE SOUTH 52°00'00" EAST TO THE TRUE POINT OF BEGINNING,

TOGETHER WITH SECOND CLASS SHORE LANDS ADJOINING;
EXCEPT THAT PORTION OF SAID PREMISES DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT WITH THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY, AND RUNNING
THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,288.29 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTHERLY ALONG SAID RIGHT OF WAY LINE 12 FEET;
THENCE NORTH 52°00'00" WEST 43 FEET,
THENCE NORTHEASTERLY AT RIGHT ANGLES 13 FEET;
THENCE NORTH 52°00'00" WEST TO THE WESTERLY LINE OF SAID GOVERNMENT LOT,
THENCE SOUTHERLY ALONG SAID LOT LINE TO A POINT FROM WHICH SAID TRUE POINT OF BEGINNING BEARS SOUTH 52°00'00" EAST;
THENCE SOUTH 52°00'00" EAST TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS A PORTION OF TRACT 27, WILLIS J. CONNELL'S SUBDIVISION, ACCORDING TO THE UNRECORDED PLAT THEREOF;



WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075**TEMPORARY CONSTRUCTION EASEMENT****Grantor(s):** JAMES J. O'NEILL AND MARY M. O'NEILL**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0045**Abbreviated Legal Description:** That Ptn of Section 32, Township 25N, Range 06E**Legal Description:** Reference Exhibit A

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated March 16, 2018 and is made and entered into by James & Mary O'Neill, ("Grantor" or "Property Owner(s)"), and the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "Property").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "Project") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("Shore Lane"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "Easement Area"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon

completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 16th day of March, 2018.

James J. O'Neill Mary M. O'Neill
GRANTOR, Property Owner

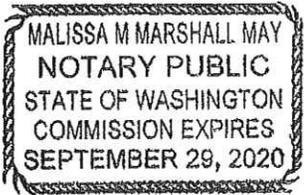
Lyman Howard

GRANTEE, Lyman Howard, City Manager, City of Sammamish

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 16 day of MARCH, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES JOHN ONEILL known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

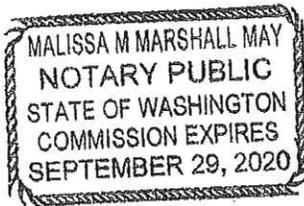


[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at: Snoqualmie WA
My appointment expires: 9-29-2020

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 16 day of MARCH, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared MARY M. ONEILL known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



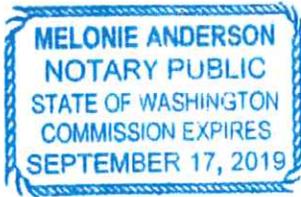
[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at: Snoqualmie WA
My appointment expires: 9-29-2020

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 5th day of July, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared **Lyman Howard**, known to me to be the City Manager of **CITY OF SAMMAMISH**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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



Melonie Anderson
Signature

Melonie Anderson
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at Sammamish, WA
My commission expires 09/17/2019

MK Res

EXHIBIT A
Legal Description of Property

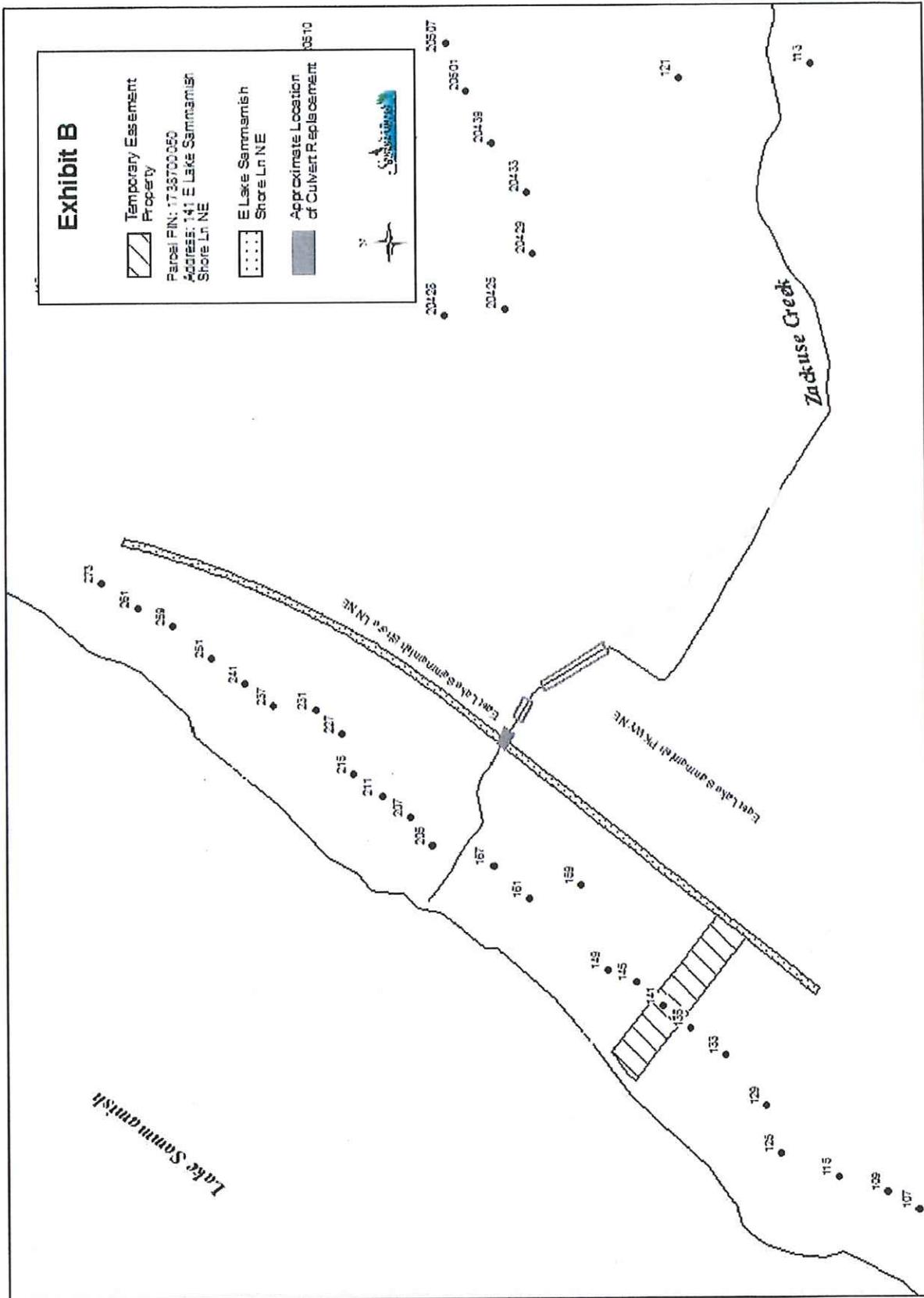
THAT PORTION OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W. M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT WITH THE WESTERLY LINE OF THE RIGHT OF WAY OF THE NORTHERN PACIFIC RAILWAY COMPANY AND RUNNING THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 438.29 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTHERLY ALONG SAID RIGHT OF WAY LINE 50 FEET;
THENCE NORTH 52°00'00" WEST TO THE WESTERLY LINE OF SAID GOVERNMENT LOT;
THENCE SOUTHERLY ALONG SAID LOT LINE TO A POINT FROM WHICH SAID TRUE POINT OF BEGINNING BEARS SOUTH 52°00'00" EAST;
THENCE SOUTH 52°00'00" EAST TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS TRACT 10, CONNELL'S SUBDIVISION, ACCORDING TO THE UNRECORDED PLAT THEREOF)

TOGETHER WITH THE SHORELANDS OF THE SECOND CLASS FRONTING THEREON.

SITUATE IN THE CITY OF SAMAMISH, COUNTY OF KING, STATE OF WASHINGTON.



WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
 801 228TH AVE SE
 SAMMAMISH, WA 98075

TEMPORARY CONSTRUCTION EASEMENT**Grantor(s):** CHRISTOPHER M MCKINSEY AND CHRISTINE M MCKINSEY**Grantee:** City of Sammamish**Assessor's Tax Parcel Number:** 173870-0145

Abbreviated Legal Description: CONNELLS SUBDIV GOVT LOT 2 UNREC & SH LDS ADJ TGW
 NORTH 10 FT OF PORTION GOVT LOT 2 STR 32-25-06 LYING BETWEEN R/W OF NORTHERN
 PACIFIC RAILWAY & LAKE SAMMAMISH AKA UNNUMBERED TRACT OF UNRECORDED PLAT OF
 CONNELL'S SUBDIVISION OF GOVT LOT 2; PLAT LOT 30-31

Legal Description: Reference Exhibit A

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Easement**") is dated March 8th, 2018 and is made and entered into by Christopher and Christine McKinsey, ("**Grantor**" or "**Property Owner(s)**"), and the **CITY OF SAMMAMISH**, a municipal corporation ("**Grantee**" or "**City**").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "**Property**").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "**Project**") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("**Shore Lane**"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "**Easement Area**"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June

of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or

rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 8th day of March, 2018.

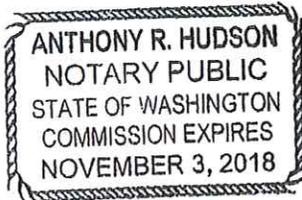
Christine M. McKinsey Christine M. McKinsey
GRANTOR, Property Owner

Lyman Howard
GRANTEE, Lyman Howard, City Manager, City of Sammamish

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of March, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Christopher + Christine McKinsey known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

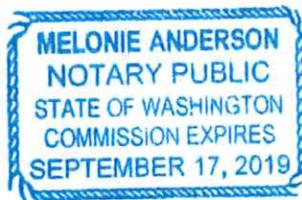


Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa
My appointment expires: 11/03/2018

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman F. Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/2019

EXHIBIT A
Legal Description of Property

PARCEL A:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 2 IN SECTION 32 OF TOWNSHIP 25 NORTH IN RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, WITH THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY; THENCE NORTHERLY, ALONG SAID RIGHT-OF-WAY LINE, 1,438.29 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTHERLY, ALONG SAID RIGHT OF WAY LINE 131.71 FEET, MORE OR LESS, TO A POINT 10 FEET SOUTH OF THE NORTH LINE OF SAID GOVERNMENT LOT 2;

THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 60 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT;

THENCE SOUTHWESTLY, ALONG SAID LOT LINE, 93 FEET, MORE OR LESS, TO A POINT NORTH $52^{\circ} 00' 00''$ WEST OF THE TRUE POINT OF BEGINNING; THENCE SOUTH $52^{\circ} 00' 00''$ EAST 105 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS TRACTS 30 AND 31 OF CONNELL'S SUBDIVISION, ACCORDING TO THE UNRECORDED PLAT THEREOF)

TOGETHER WITH SECOND CLASS SHORELINES ADJOINING.

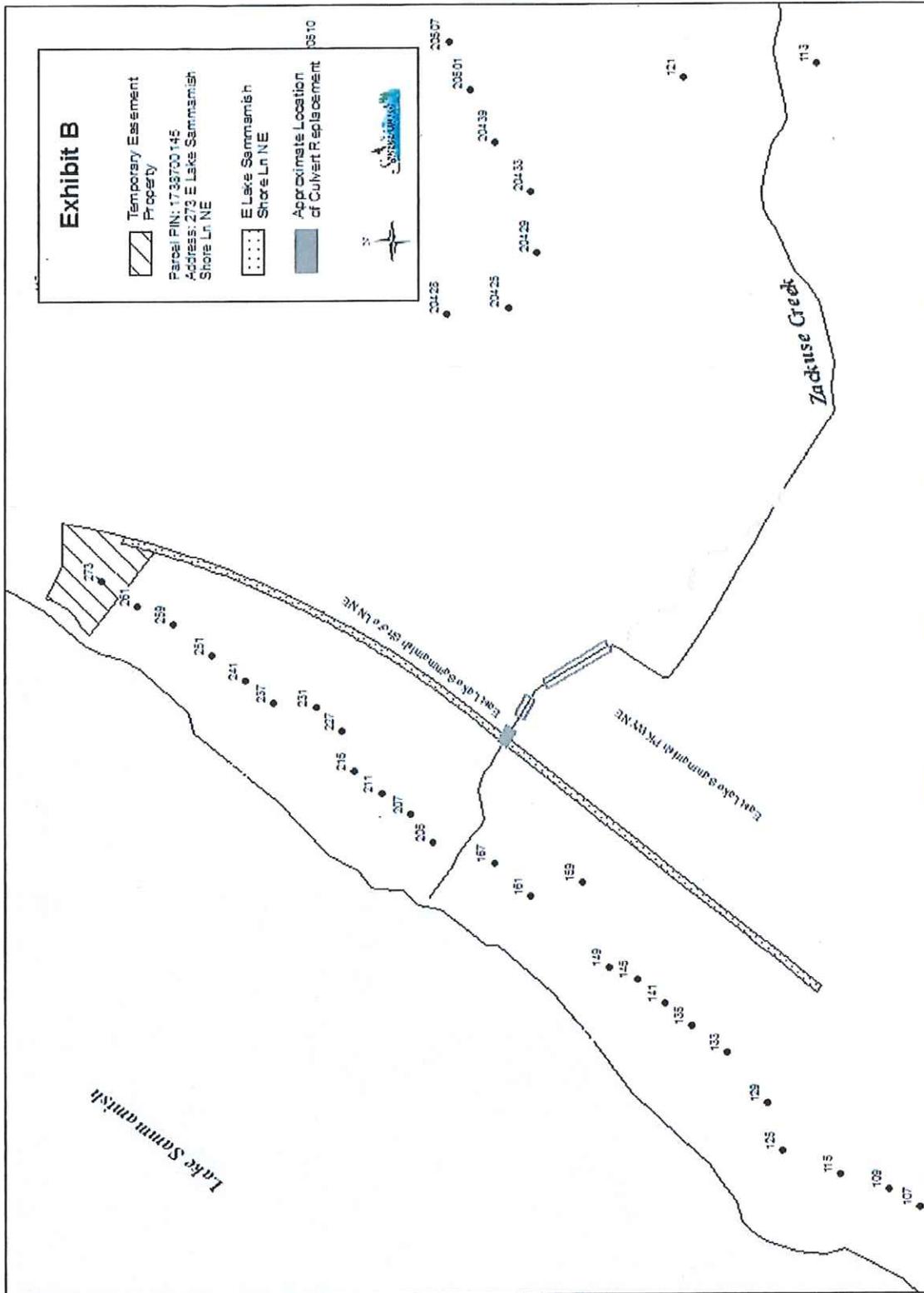
PARCEL B:

THAT PORTION OF THE NORTH 10 FEET OF GOVERNMENT LOT 2 IN SECTION 32 OF TOWNSHIP 25 NORTH IN RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE WESTERLY MARGIN OF THE BURLINGTON NORTHERN RAILROAD CO. RIGHT OF WAY AS CONVEYED BY DEED RECORDED UNDER RECORDING NUMBER 13453;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

EXHIBIT B
Shore Lane Map

For a copy of Exhibit B, please contact the City of Sammamish.



WHEN RECORDED MAIL TO:

TAWNIDALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075**TEMPORARY CONSTRUCTION EASEMENT****Grantor(s):** DOUGLAS L DALEY**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0105**Abbreviated Legal Description:** CONNELLS SUBDIV GOVT LOT 2 UNREC & SH LDS ADJ;
PLAT LOT 21**Legal Description:**

That portion of Government Lot 2, Section 32, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the South line of said Government Lot 2 with the Westerly line of the Northern Pacific Railway right of way;
thence North 38°00' East along said right of way line 988.29 feet to the true point of beginning;
thence continuing along said right of way line North 38°00' East 50 feet;
thence North 52°00' West 230 feet, more or less, to the Westerly line of said Government lot 2;
then Southwesterly along said lot line 50 feet, more or less, to a point which bears North 52°00' West from the true point of beginning;
thence South 52°00' East 230 feet, more or less, to the true point of beginning.
Being known as Lot 21, Conell's Subdivision, according to the unrecorded plat thereof;
together with second class shore lands fronting thereon.

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated January 24, 2017 and is made and entered into by Douglas L. Daley, ("Grantor" or "Property Owner(s)"), and the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "Property").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "Project") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("Shore Lane"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "Easement Area"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes. In the event of an emergency, emergency vehicles will be permitted immediate access through the detour route.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

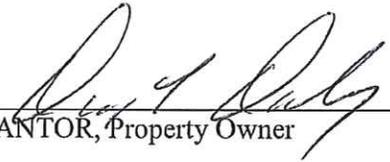
12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 24 day of January, 2017.



GRANTOR, Property Owner

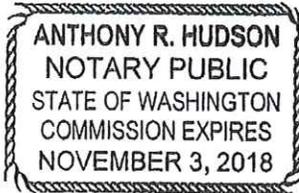


GRANTEE, Lyman E. Howard, City of Sammamish

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 24th day of January, 20 18 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas L. Daley known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

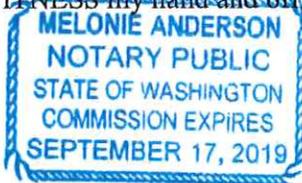


Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, WA
My appointment expires: 11/03/2018

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 20 18 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman E. Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/19

EXHIBIT A
Legal Description of Property

That portion of Government Lot 2, Section 32, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the South line of said Government Lot 2 with the Westerly line of the Northern Pacific Railway right of way;
thence North $38^{\circ}00'$ East along said right of way line 988.29 feet to the true point of beginning;
thence continuing along said right of way line North $38^{\circ}00'$ East 50 feet;
thence North $52^{\circ}00'$ West 230 feet, more or less, to the Westerly line of said Government Lot 2;
thence Southwesterly along said lot line 50 feet, more or less, to a point which bears North $52^{\circ}00'$ West from the true point of beginning;
thence South $52^{\circ}00'$ East 230 feet, more or less, to the true point of beginning.
Being known as Lot 21, Conell's Subdivision, according to the unrecorded plat thereof; together with second class shore lands fronting thereon.

WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075**RECEIVED**

MAR 12 2018

CITY OF SAMMAMISH**TEMPORARY CONSTRUCTION EASEMENT****Grantor(s):** DOUGLAS MACCALLUM AND JOYCE A MCCALLUM**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0065**Abbreviated Legal Description:** CONNELLS SUBDIV GOVT LOT 2 UNREC & SH LDS ADJ;
PLAT LOT 13**Legal Description:** Reference Exhibit A

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Easement**") is dated 3/8/2018, 2018 and is made and entered into by Douglas and Joyce McCallum, ("**Grantor**" or "**Property Owner(s)**"), and the **CITY OF SAMMAMISH**, a municipal corporation ("**Grantee**" or "**City**").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "**Property**").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "**Project**") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("**Shore Lane**"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "**Easement Area**"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon

completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

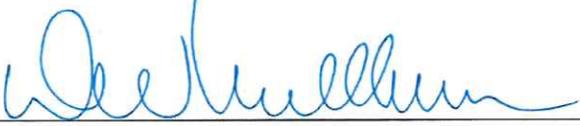
12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 8th day of MARCH, 2018.


GRANTOR, Property Owner


GRANTEE, Lyman Howard, City Manager, City of Sammamish

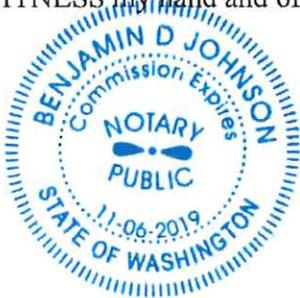
STATE OF WASHINGTON)

COUNTY OF KING)

) ss
)

On this 8th day of March, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas McCallum known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



[Signature]

NOTARY PUBLIC in and for the State of Washington,
residing at: Woodinville, WA
My appointment expires: 11-6-2019

STATE OF WASHINGTON)

COUNTY OF KING)

) ss
)

On this 8th day of March, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Joyce McCallum known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



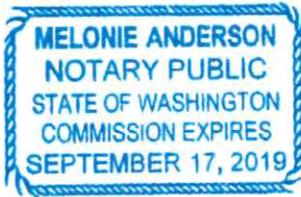
[Signature]

NOTARY PUBLIC in and for the State of Washington,
residing at: Woodinville, WA
My appointment expires: 11-6-2019

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman E. Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Melonie Andersson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/19

EXHIBIT A
Legal Description of Property

Parcel Two:

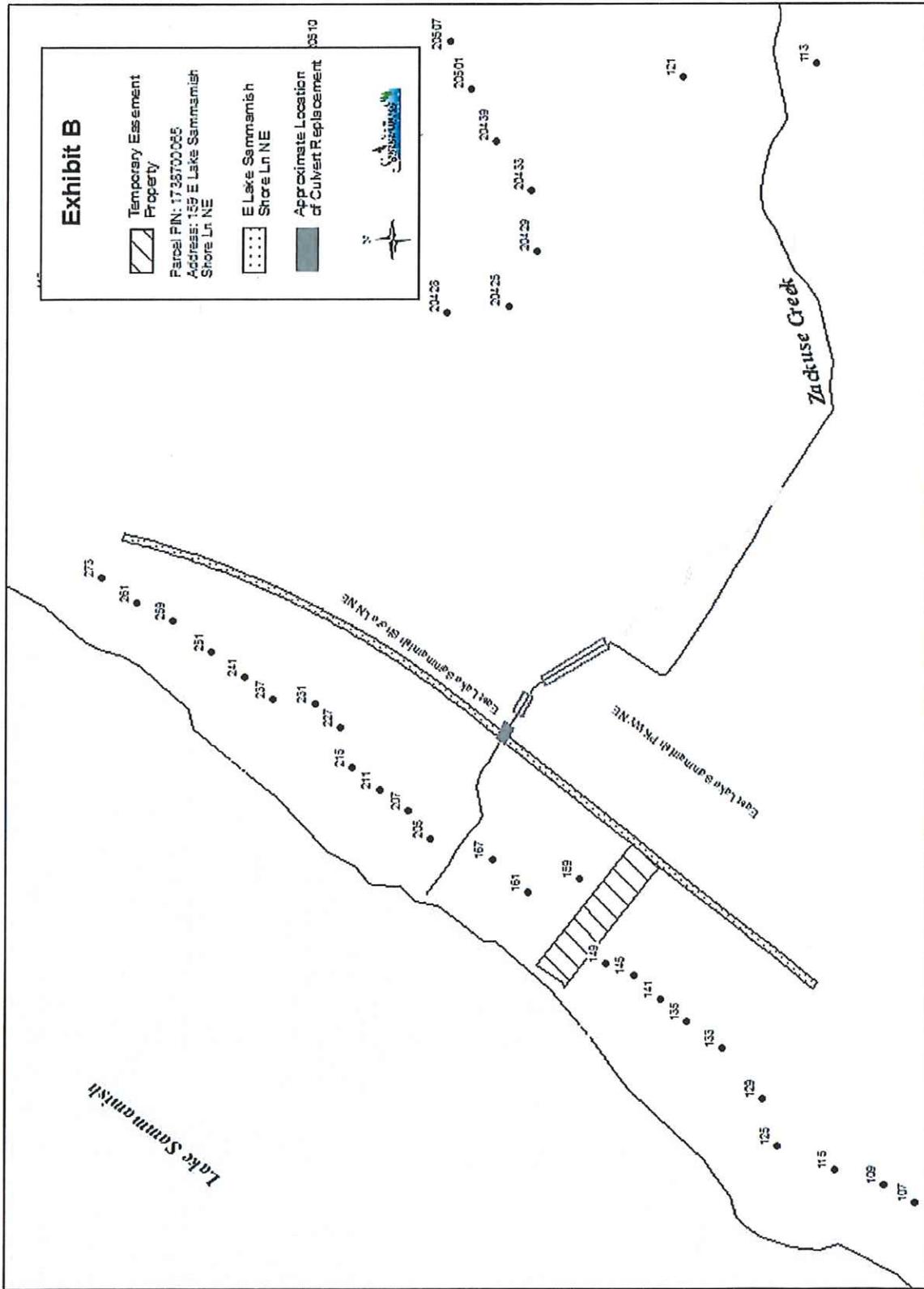
Beginning at the intersection of the south line of Government lot two (2), section thirty-two (32), township twenty-five (25) north, range six (6) east, W.M., with the westerly line of the Northern Pacific Railway right of way; thence north $38^{\circ}00'00''$ east along said right of way line 638.29 feet to the true place of beginning; thence north $38^{\circ}00'00''$ east along said right of way line 50 feet; thence north $52^{\circ}00'00''$ west 225 feet, more or less, to the westerly line of said lot; thence southwesterly along said lot line to a point north $52^{\circ}00'00''$ west of the point of beginning; thence south $52^{\circ}00'00''$ east 230 feet, more or less, to the point of beginning;

(Being known as tract fourteen (14), Connell's Subdivision, according to the unrecorded plat thereof.) ✓

SUBJECT to a roadway over the southeast 15 feet thereof;

TOGETHER with the shore lands of the second class fronting thereon.

SUBJECT to easements, reservations and restrictions of record.



WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075**TEMPORARY CONSTRUCTION EASEMENT****Grantor(s):** EDWARD P. MURRAY AND JOAN M. MURRAY**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0055**Abbreviated Legal Description:** TRACT 11 CONNELL'S SUBDIVISION, RECORDS OF KING COUNTY, WA**Legal Description:** Reference Exhibit A

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Easement**") is dated March 27, 2018 and is made and entered into by EDWARD P. MURRAY AND JOAN M. MURRAY, ("**Grantor**" or "**Property Owner(s)**"), and the **CITY OF SAMMAMISH**, a municipal corporation ("**Grantee**" or "**City**").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "**Property**").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "**Project**") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("**Shore Lane**"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "**Easement Area**"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon

completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 27 day of MARCH, 2018.


GRANTOR, Property Owner


GRANTEE, Lyman Howard, City Manager, City of Sammamish

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this 27 day of march, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Edward P. Murray known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



L. E Hachey

NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish WA
My appointment expires: 3-09-22

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this 27th day of march, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Joan M. Murray known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



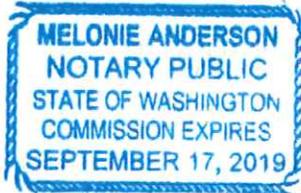
L. E Hachey

NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 3-09-22

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman E. Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/2018

EXHIBIT A
Legal Description of Property

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., WITH THE WESTERLY LINE OF NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY; THENCE NORTH $38^{\circ}00'$ EAST ALONG SAID RIGHT-OF-WAY LINE, 488.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $38^{\circ}00'00''$ EAST ALONG SAID RIGHT-OF-WAY, 50 FEET; THENCE NORTH $52^{\circ}00'00''$ WEST, 230 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID LOT; THENCE SOUTHWESTERLY ALONG SAID LOT LINE TO A POINT NORTH $52^{\circ}00'00''$ WEST TO THE POINT OF BEGINNING; THENCE SOUTH $52^{\circ}00'00''$ EAST, 235 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

BEING KNOWN AS TRACT 11, CONNELL'S SUBDIVISION, ACCORDING TO THE UNRECORDED PLAT THEREOF.

TOGETHER WITH THE SHORELANDS OF THE SECOND CLASS FRONTING THEREON;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B
Shore Lane Map

For a copy of Exhibit B, please contact the City of Sammamish.



WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075

TEMPORARY CONSTRUCTION EASEMENT**Grantor(s):** REID BROCKWAY**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0080**Abbreviated Legal Description:** CONNELLS SUBDIV GOVT LOT 2 UNREC TR & S 1/2 OF 17 & SH
LDS ADJ; PLAT LOT 16-17**Legal Description:**

LEGAL DESCRIPTION OF REAL PROPERTY SITUATED IN KING COUNTY: PARCEL NO. 173870-0080-05
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 25
NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, WITH THE WESTERLY LINE OF THE NORTHERN
PACIFIC RAILWAY RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 38°00' EAST 738.29
FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH 38°00' EAST 75 FEET; THENCE NORTH 52°00'
WEST 225 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID GOVERNMENT LOT 2; THENCE
SOUTHWESTERLY ALONG SAID LOT LINE TO A POINT WHICH BEARS NORTH 52°00' WEST FROM THE PLACE
OF BEGINNING; THENCE SOUTH 52°00' EAST 220 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING,
(BEING KNOWN AS TRACT 16 AND THE SOUTH HALF OF TRACT 17, WILLIS J. CONNELL'S SUB-DIVISION,
ACCORDING TO THE UNRECORDED PLAT THEREOF; SUBJECT TO A ROADWAY OVER THE SOUTHEASTERLY 15
FEET THEREOF; TOGETHER WITH SECOND CLASS SHORE LANDS RUNNING THEREON.)

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated
JAN 25, 2018 and is made and entered into by
REID AND SUSAN BROCKWAY, ("Grantor" or "Property Owner(s)"), and
the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King
County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the
"Property").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "Project") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("Shore Lane"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "Easement Area"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes. In the event of an emergency, emergency vehicles will be permitted immediate access through the detour route.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this _____ day of _____, 20_____.

Rud E Brockway
Susan M Brockway

GRANTOR, Property Owner

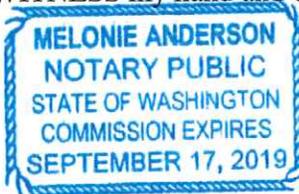
Lyman E. Howard

GRANTEE, *Lyman E. Howard*, City of Sammamish

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman E. Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

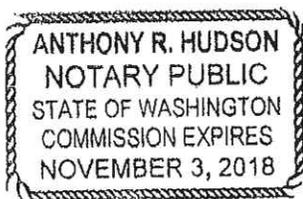


Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/19

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 25th day of January, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Reid E. Brockway known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

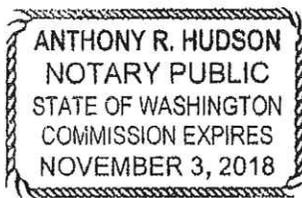


Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa
My appointment expires: 11/03/2018

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 25th day of January, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Susan M. Brockway known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

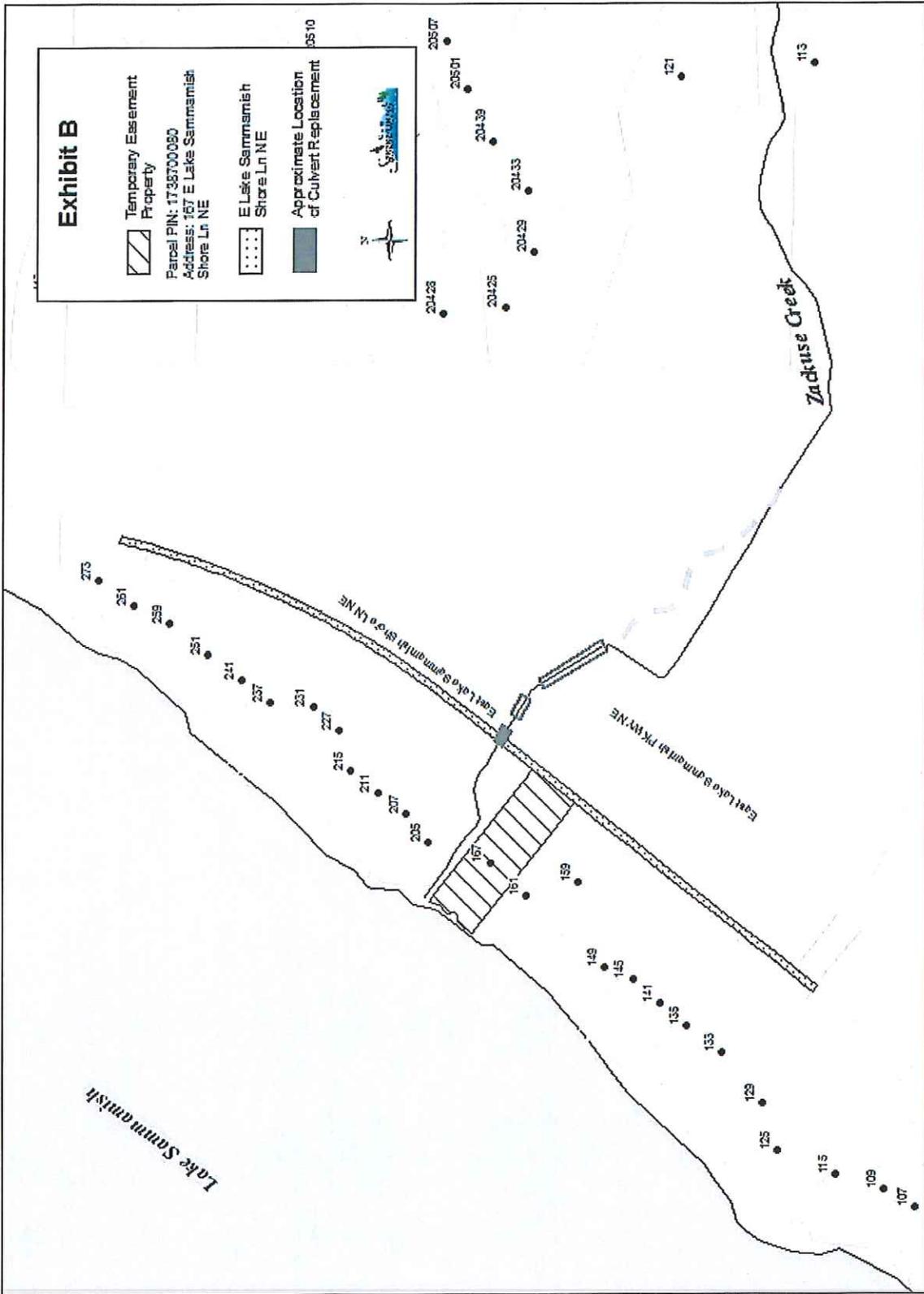


Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa.
My appointment expires: 11/03/2018

EXHIBIT A
Legal Description of Property

123820-0080-05

LEGAL DESCRIPTION OF REAL PROPERTY SITUATED IN KING COUNTY: PARCEL NO. 123820-0080-05
 BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, WITH THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 38°00' EAST 738.29 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH 38°00' EAST 75 FEET; THENCE NORTH 52°00' WEST 225 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID GOVERNMENT LOT 2; THENCE SOUTHWESTERLY ALONG SAID LOT LINE TO A POINT WHICH BEARS NORTH 52°00' WEST FROM THE PLACE OF BEGINNING; THENCE SOUTH 52°00' EAST 220 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. (BEING KNOWN AS TRACT 16 AND THE SOUTH HALF OF TRACT 17, WILLIS J. CONNELL'S SUB-DIVISION, ACCORDING TO THE UNRECORDED PLAT THEREOF; SUBJECT TO A ROADWAY OVER THE SOUTHEASTERLY 15 FEET THEREOF; TOGETHER WITH SECOND CLASS SHORE LANDS RUNNING THEREON.)



WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
 801 228TH AVE SE
 SAMMAMISH, WA 98075

TEMPORARY CONSTRUCTION EASEMENT**Grantor(s):** DOUGLAS R HENDEL JR AND JILL ELIZABETH HENDEL**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0110**Abbreviated Legal Description:** CONNELLS SUBDIV GOVT LOT 2 UNREC & SH LDS ADJ;
 PLAT LOT 22**Legal Description:**

Beginning at the intersection of the south line of Government Lot 2, Section 32, Township 25 North, Range 6 East, W.M., in King County, Washington, with the westerly line of the Northern Pacific Railway right of way;
 thence north 38 degrees 00 minutes east along said right of way line 1,038.29 feet to the true place of beginning;
 thence north 38 degrees 00 minutes east along said right of way line, 50 feet;
 thence north 52 degrees 00 minutes west 230 feet, more or less, to westerly line of said lot;
 thence southwesterly along said lot line to a point north 52 degrees 00 minutes west of the point of beginning;
 thence south 52 degrees 00 minutes east 230 feet, more or less, to the point of beginning;

(BEGIN KNOWN AS Tract 22, Connell's Subdivision, according to the unrecorded plat thereof);

TOGETHER WITH second class shore land fronting thereon.

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated January 5th, 2018 and is made and entered into by Douglas R Hendel Jr + Jill Hendel, ("Grantor" or "Property Owner(s)"), and the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "Property").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "Project") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("Shore Lane"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "Easement Area"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes. In the event of an emergency, emergency vehicles will be permitted immediate access through the detour route.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 5th day of January, 2018.

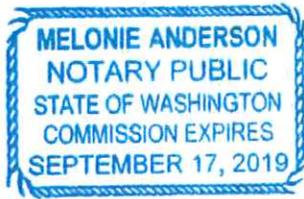
Jim Hendel Douglas R. Held Jr.
GRANTOR, Property Owners

Lyman E. Howard
GRANTEE, Lyman E. Howard, City of Sammamish

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 20 18 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman E. Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

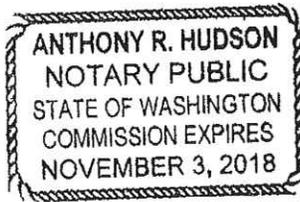


Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish WA
My appointment expires: 09/17/2019

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of January, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas R. Hendel Jr. known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

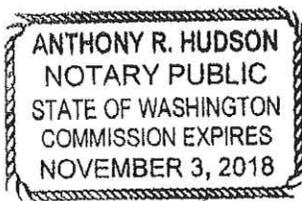


Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa
My appointment expires: 11/03/2018

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of January, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Jill E. Hendel known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



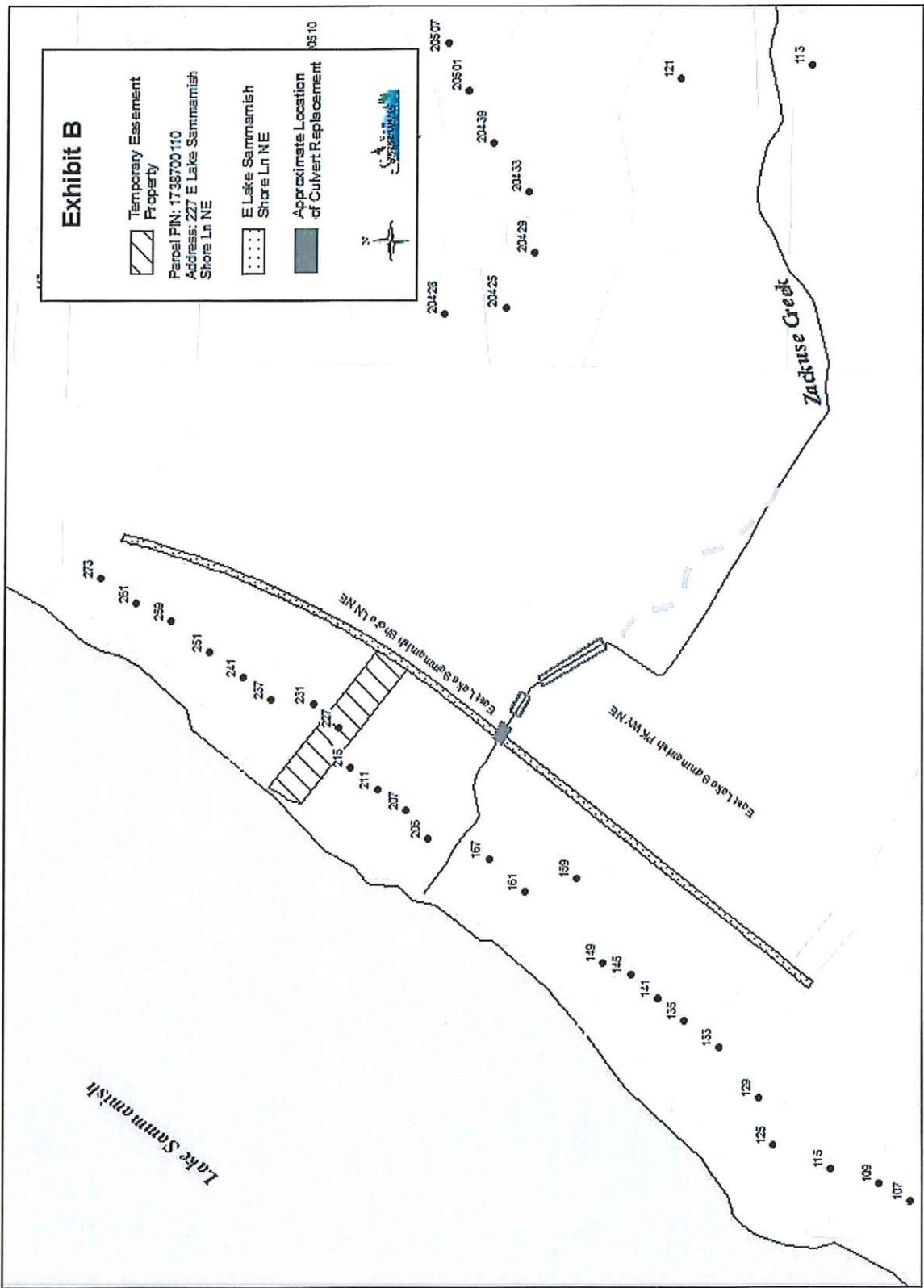
Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa
My appointment expires: 11/03/2018

EXHIBIT A
Legal Description of Property

Beginning at the intersection of the south line of Government Lot 2, Section 32, Township 25 North, Range 6 East, W.M., in King County, Washington, with the westerly line of the Northern Pacific Railway right of way;
thence north 38 degrees 00 minutes east along said right of way line 1,038.29 feet to the true place of beginning;
thence north 38 degrees 00 minutes east along said right of way line, 50 feet;
thence north 52 degrees 00 minutes west 230 feet, more or less, to westerly line of said lot;
thence southwesterly along said lot line to a point north 52 degrees 00 minutes west of the point of beginning;
thence south 52 degrees 00 minutes east 230 feet, more or less, to the point of beginning;

(BEGIN KNOWN AS Tract 22, Connell's Subdivision, according to the unrecorded plat thereof);

TOGETHER WITH second class shore land fronting thereon.



WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075

TEMPORARY CONSTRUCTION EASEMENT**Grantor(s):** CLIVE MATTHEW SPRINGER AND DIANA KAY SPRINGER**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0045**Abbreviated Legal Description:** PTN GOVERNMENT LOT 2 SEC 32, TWN 25N, RNG 6E, KING COUNTY**Legal Description:****For APN/Parcel ID(s):** 173870-0045-09

BEGINNING AT THE INTERSECTION OF SOUTH LINE OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, WITH THE WESTERLY LINE OF NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
THENCE NORTH 38° EAST ALONG SAID RIGHT-OF-WAY 388.29 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 38° EAST ALONG RIGHT-OF-WAY LINE 50 FEET;
THENCE NORTH 52° WEST 245 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID TRACT;
THENCE SOUTHERLY ALONG SAID TRACT LINE TO A POINT 52° WEST OF THE POINT OF BEGINNING;
THENCE SOUTH 52° EAST 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH SECOND CLASS SHORELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON;

(ALSO KNOWN AS TRACT 9 OF CONNELL SUBDIVISION, AN UNRECORDED PLAT),

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated Dec 26th, 2017 and is made and entered into by Clive & Diana Springer, ("Grantor" or "Property Owner(s)"), and the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the “**Property**”).

B. The City’s Zackuse Creek Fish Passage and Stream Restoration Project (the “**Project**”) will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE (“**Shore Lane**”), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the “**Easement Area**”). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor’s access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City’s contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the “**Easement**”) as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes. In the event of an emergency, emergency vehicles will be permitted immediate access through the detour route.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing (“**Commencement Notice**”). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 26 day of December, 2017.

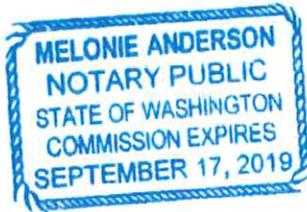
Ch M [Signature] *Liana K. Springer*
GRANTOR, Property Owner

Lyman E. Howard
GRANTEE, *Lyman E. Howard* City of Sammamish

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared _____ known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

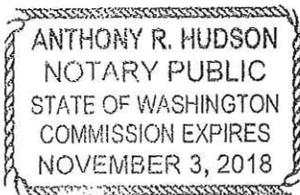


Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/19

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 26th day of December, 2017 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Clive M. Springer known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

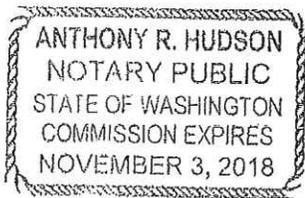


Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa.
My appointment expires: 11/03/2018

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 26th day of December, 2017 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Diana K. Springer known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Anthony R. Hudson
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa.
My appointment expires: 11/03/2018

EXHIBIT A
Legal Description of Property

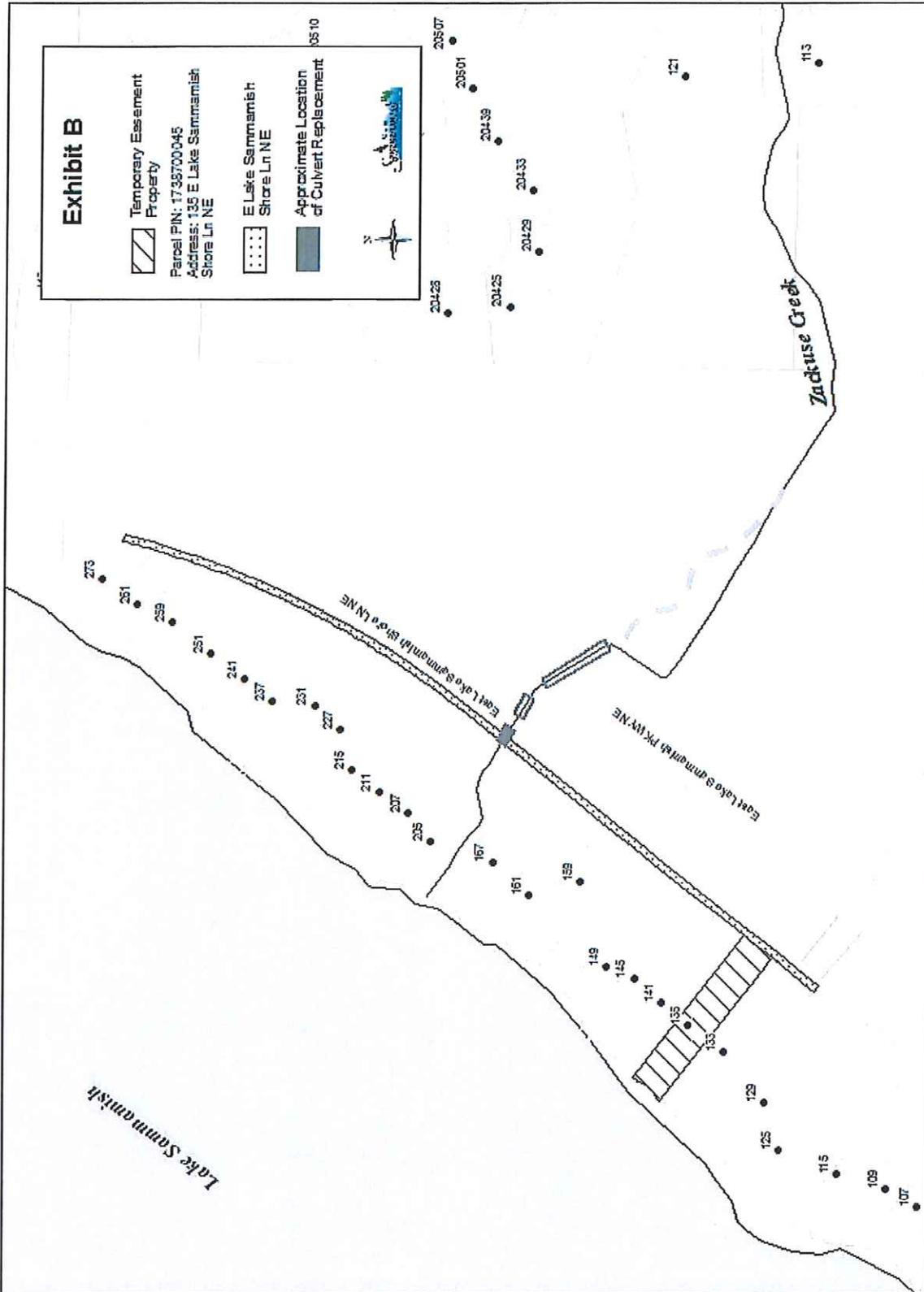
For APN/Parcel ID(s): 173870-0045-09

BEGINNING AT THE INTERSECTION OF SOUTH LINE OF GOVERNMENT LOT 2, SECTION 32, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, WITH THE WESTERLY LINE OF NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
THENCE NORTH 38° EAST ALONG SAID RIGHT-OF-WAY 388.29 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 38° EAST ALONG RIGHT-OF-WAY LINE 50 FEET;
THENCE NORTH 52° WEST 245 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID TRACT;
THENCE SOUTHERLY ALONG SAID TRACT LINE TO A POINT 52° WEST OF THE POINT OF BEGINNING;
THENCE SOUTH 52° EAST 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

TOGETHER WITH SECOND CLASS SHORELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO OR ABUTTING THEREON;

(ALSO KNOWN AS TRACT 9 OF CONNELL SUBDIVISION, AN UNRECORDED PLAT),

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.



WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075

TEMPORARY CONSTRUCTION EASEMENT**Grantor(s):** JOHN M ROSSI AND CAROLYN S ROSSI**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** 173870-0130**Abbreviated Legal Description:** CONNELLS SUBDIV GOVT LOT 2 UNREC POR GL 2 SE 32-25-6 DAF BEG NXN SLY LN SD GL WITH WLY LN OF NPRR R/W & RNNG TH NLY ALG SD WLY LN 1238.29 FT TO TPOB TH NLY ALG SD WLY LN 62 FT TH N 52-00 W 43 FT TH NELY AT R/A 13 FT TH N 52-00 W TO WLY LN OF SD GL TH SLY ALG SD WLY LN TAP FR WCH TPOB BRS S 52-00 E TH S 52-00 E 210 FT M/L TO TPOB TGW SH LDS ADJ AKA TR 26 & POR TR 27 TGW SH LDS ADJ AKA PAR A-B KC LLA #683098; PLAT LOT 26-27**Legal Description:**

That portion of Government Lot 2, Section 32, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the southerly line of said Government Lot with the westerly line of the right-of-way of the Northern Pacific Railway Company and running thence northerly along said westerly line 1238.29 feet to the true point of beginning; thence northerly along said westerly line 62 feet; thence North 52° 00' 00" West 43 feet; thence northeasterly at right angles 13 feet; thence North 52°00' 00" West to the westerly line of said Government Lot; thence southerly along said westerly line to a point from which the true point of beginning bears South 52° 00' 00" east; thence South 52 °00' 00" East 210 feet, more or less, to the true point of beginning.

Together with second class shorelands adjoining.

(Also known as Tract 26 and a portion of Tract 27, Willis J. Connell's Subdivision, according to the unrecorded plat thereof; together with second class shorelands adjoining.)

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated JAN 24, 201~~8~~⁸ and is made and entered into by JOHN AND ADOLYN ROSSI, ("Grantor" or "Property Owner(s)"), and the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "Property").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "Project") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("Shore Lane"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "Easement Area"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes. In the event of an emergency, emergency vehicles will be permitted immediate access through the detour route.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

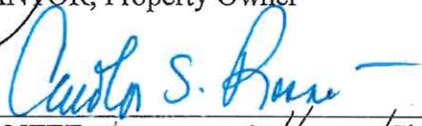
14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 24 day of Jan, 2018.



GRANTOR, Property Owner



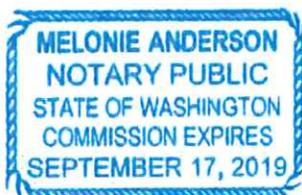
GRANTEE, Lyman E. Howard City of Sammamish



STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman E. Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

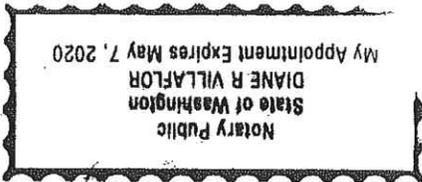


Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/19

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 24th day of January, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared John Rossi known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at: King Co, WA
My appointment expires: 05-07-2020

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 25th day of January, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Carolyn S. Rossi known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at: Kirkland, Wa
My appointment expires: 11/03/2018

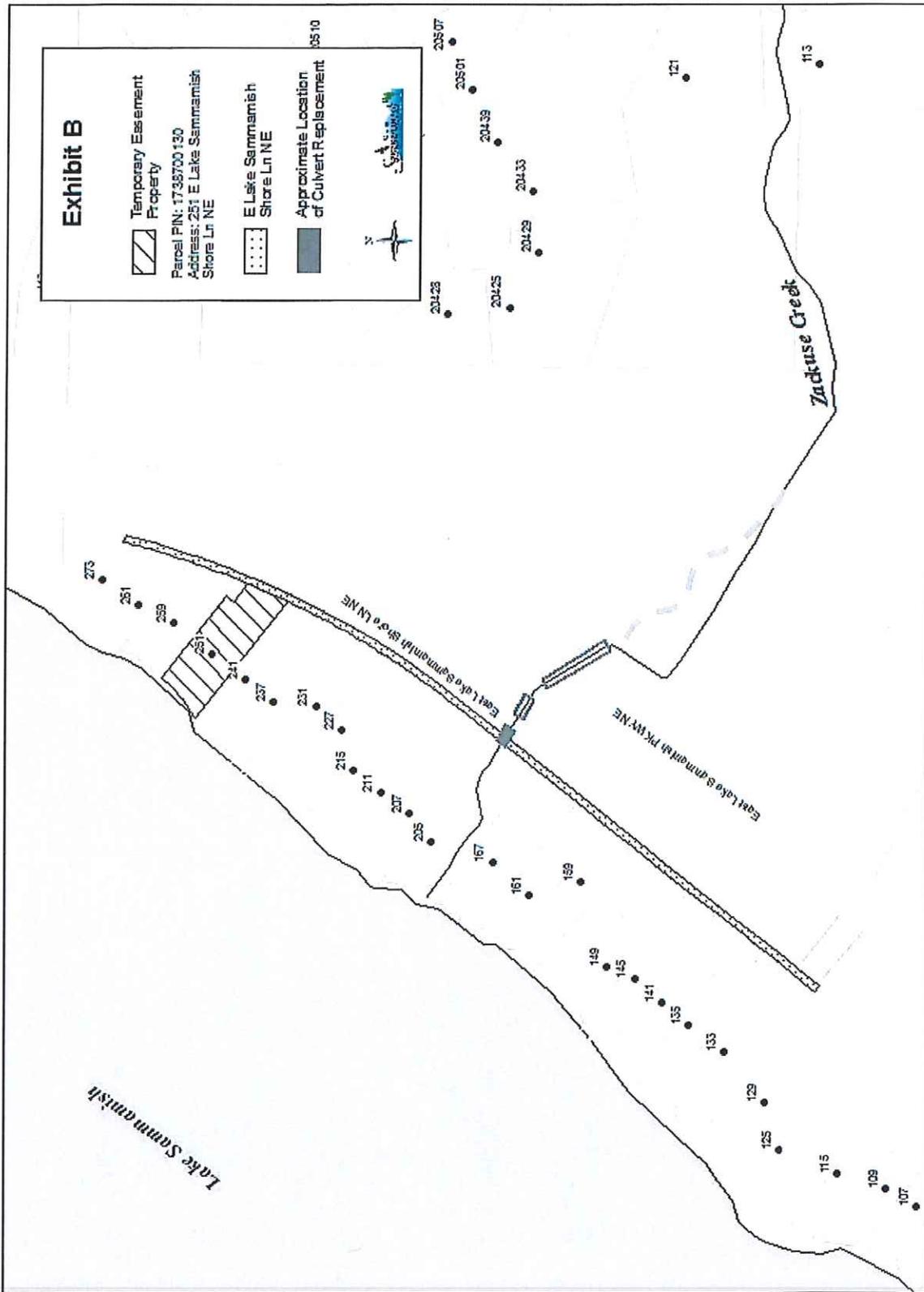
EXHIBIT A
Legal Description of Property

That portion of Government Lot 2, Section 32, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the southerly line of said Government Lot with the westerly line of the right-of-way of the Northern Pacific Railway Company and running thence northerly along said westerly line 1238.29 feet to the true point of beginning; thence northerly along said westerly line 62 feet; thence North 52° 00' 00" West 43 feet; thence northeasterly at right angles 13 feet; thence North 52° 00' 00" West to the westerly line of said Government Lot; thence southerly along said westerly line to a point from which the true point of beginning bears South 52° 00' 00" east; thence South 52° 00' 00" East 210 feet, more or less, to the true point of beginning.

Together with second class shorelands adjoining.

(Also known as Tract 26 and a portion of Tract 27, Willis J. Connell's Subdivision, according to the unrecorded plat thereof; together with second class shorelands adjoining.)



RECEIVED

JAN 12 2018

CITY OF SAMMAMISH

WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075

TEMPORARY CONSTRUCTION EASEMENT

Grantor(s): MCCALLUM D W

Grantee: CITY OF SAMMAMISH

Assessor's Tax Parcel Number: 173870-0070

Abbreviated Legal Description: CONNELLS SUBDIV GOVT LOT 2 UNREC & SH LDS ADJ; PLAT LOT 14

Legal Description:

Parcel Two:

Beginning at the intersection of the south line of Government lot two (2), section thirty-two (32), township twenty-five (25) north, range six (6) east, W.M., with the westerly line of the Northern Pacific Railway right of way; thence north 38°00'00" east along said right of way line 638.29 feet to the true place of beginning; thence north 38°00'00" east along said right of way line 50 feet; thence north 52°00'00" west 225 feet, more or less, to the westerly line of said lot; thence southwesterly along said lot line to a point north 52°00'00" west of the point of beginning; thence south 52°00'00" east 230 feet, more or less, to the point of beginning;

(Being known as tract fourteen (14), Connell's Subdivision, according to the unrecorded plat thereof.)

SUBJECT to a roadway over the southeast 15 feet thereof;
TOGETHER with the shore lands of the second class fronting thereon.
SUBJECT to easements, reservations and restrictions of record.

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement") is dated Jan 10, 2017/2018 and is made and entered into by Douglas W. McCallum, ("Grantor" or "Property Owner(s)"), and the CITY OF SAMMAMISH, a municipal corporation ("Grantee" or "City").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on EXHIBIT A attached and incorporated hereto (the "Property").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "Project") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("Shore Lane"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "Easement Area"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.

E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "Easement") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes. In the event of an emergency, emergency vehicles will be permitted immediate access through the detour route.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area commencing ("Commencement Notice"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 10th day of January, 2018.



GRANTOR, Property Owner

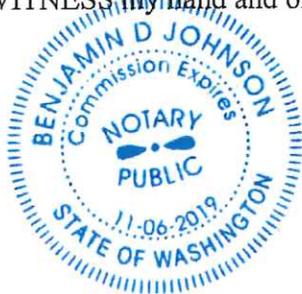


GRANTEE, *Lyman E. Howard*, City of Sammamish

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 10th day of January, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas W McCollam known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.

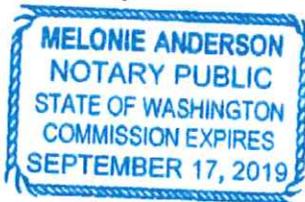


Benjamin D Johnson
NOTARY PUBLIC in and for the State of Washington,
residing at: Woodinville, WA
My appointment expires: 11-6-2019

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 5th day of July, 2018 before me, the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared Lyman F. Howard known to me to be the individual described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as his/her free and voluntary act and deed for the uses and purposes herein mentioned.

WITNESS my hand and official seal the day and year first above written.



Melonie Anderson
NOTARY PUBLIC in and for the State of Washington,
residing at: Sammamish, WA
My appointment expires: 09/17/2019

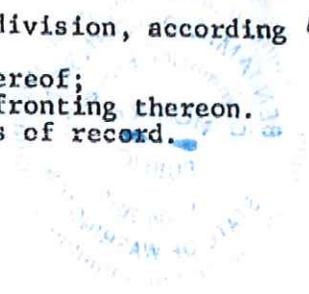
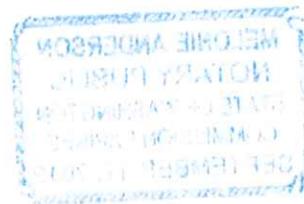
EXHIBIT A
Legal Description of Property

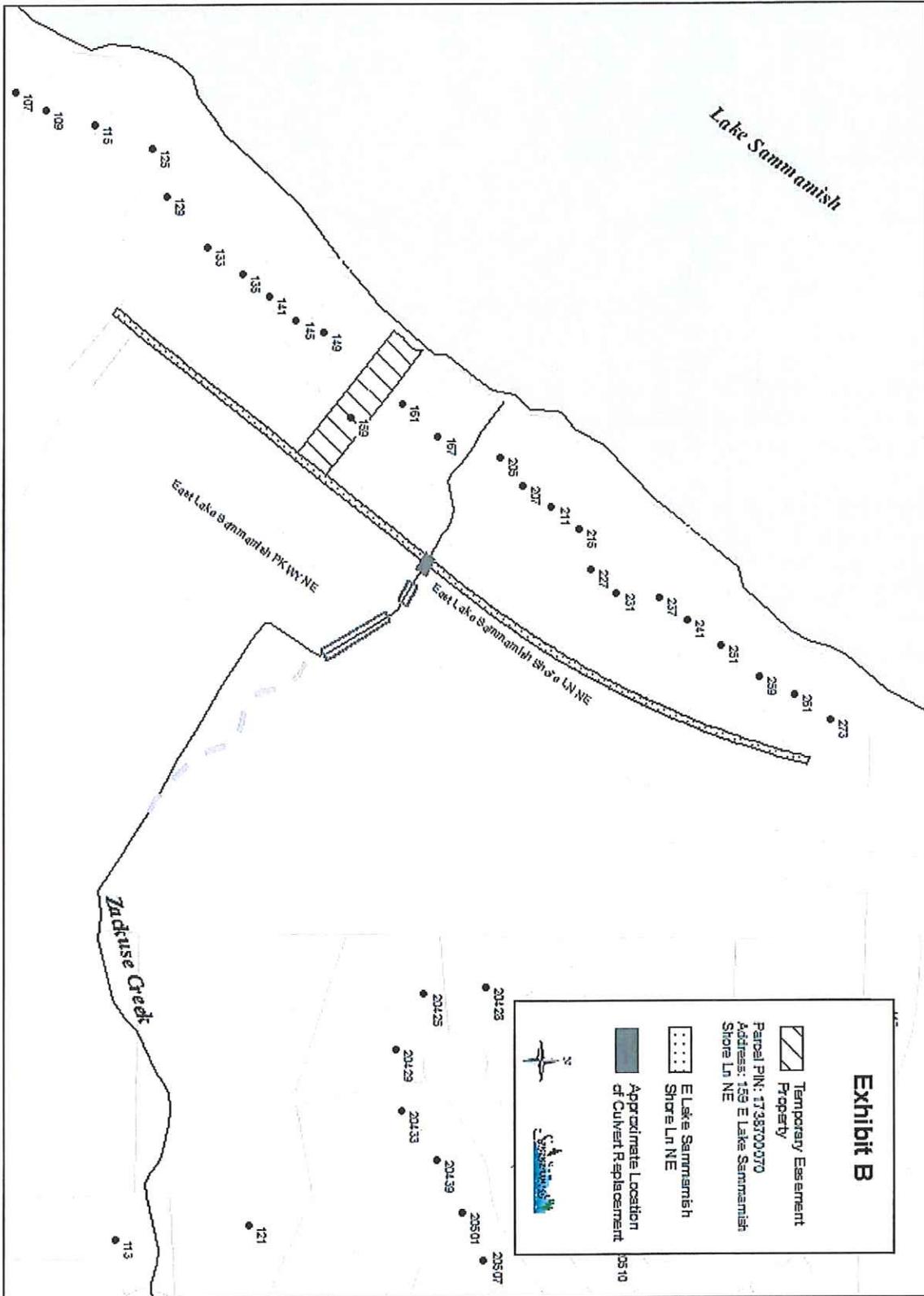
Parcel Two:

Beginning at the intersection of the south line of Government lot two (2), section thirty-two (32), township twenty-five (25) north, range six (6) east, W.M., with the westerly line of the Northern Pacific Railway right of way; thence north 38°00'00" east along said right of way line 638.29 feet to the true place of beginning; thence north 38°00'00" east along said right of way line 50 feet; thence north 52°00'00" west 225 feet, more or less, to the westerly line of said lot; thence southwesterly along said lot line to a point north 52°00'00" west of the point of beginning; thence south 52°00'00" east 230 feet, more or less, to the point of beginning;

(Being known as tract fourteen (14), Connell's Subdivision, according to the unrecorded plat thereof.)

SUBJECT to a roadway over the southeast 15 feet thereof;
TOGETHER with the shore lands of the second class fronting thereon.
SUBJECT to easements, reservations and restrictions of record.





WHEN RECORDED MAIL TO:

TAWNI DALZIEL

PUBLIC WORKS DEPARTMENT
801 228TH AVE SE
SAMMAMISH, WA 98075**TEMPORARY CONSTRUCTION EASEMENT****Grantor(s):** RAYMOND C. SPENCER and LAEL S. SPENCER**Grantee:** CITY OF SAMMAMISH**Assessor's Tax Parcel Number:** Parcel A: 173870-0035
Parcel B 322506-9015**Abbreviated Legal Description:** **Parcel A:** CONNELLS SUBDIV GOVT LOT 2 UNREC N 1/2 OF 7 ALL 8 & SH LDS ADJ; **Parcel B:** GOVT LOT 2, EXCEPT PORTION LYING EAST OF COUNTY ROAD AND EXCEPT PORTION WEST OF RAILROAD RIGHT-OF-WAY**Legal Description:** Reference Exhibit A

This Temporary Construction Easement ("**Easement**") is dated 3-27, 2018 and is made and entered into by **RAYMOND C. SPENCER** and **LAEL S. SPENCER** ("**Grantor**" or "**Property Owner(s)**"), and the **CITY OF SAMMAMISH**, a municipal corporation ("**Grantee**" or "**City**").

RECITALS

A. Property Owner(s) own certain real property situated in the City of Sammamish, King County, Washington, and legally described on **EXHIBIT A** attached and incorporated hereto (the "**Property**").

B. The City's Zackuse Creek Fish Passage and Stream Restoration Project (the "**Project**") will replace the Zackuse Creek culvert under East Lake Sammamish Shore Lane NE and blend new roadway surfacing to adjacent property contours and existing topographical features.

C. East Lake Sammamish Shore Lane NE ("**Shore Lane**"), a private road, is depicted in **EXHIBIT B** and incorporated hereto (the "**Easement Area**"). A portion of Shore Lane is located on the Property and Grantor has ingress and egress rights over all of Shore Lane.

D. The Project requires the City to access the Easement Area for ingress and egress and to restrict Grantor's access to same during construction of the Project, between approximately June of 2018 through September of 2018, or until the completion of the Zackuse Creek Fish Passage and Stream Restoration Project, whichever is sooner.



E. For one year following completion of the Project, the City's contractor will maintain and repair, if needed, the finished culvert and associated improvements. The Project may require access and the ability to make repairs during this time through the Easement Area.

F. For valuable mutual benefits, Grantor desires to grant to Grantee, its assigns and successors, a non-exclusive temporary construction easement for access under, over, and across the Easement Area for the purposes set forth herein and the Grantee desires to accept same.

In consideration of the mutual benefits acknowledged as sufficient, the Grantee and Grantor hereby agree as follows:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above are incorporated herein as part of the Agreement between the Grantee and Grantor.

2. Easement. Property Owner(s) hereby convey and grant to the City, its assigns and successors, a temporary construction easement (the "**Easement**") as follows:

a. Grantee is authorized to ingress and egress, under, over, and across the Easement Area for Project purposes.

b. Grantee is authorized to restrict and prohibit the access of Grantor and others over, under and across the Easement Area for Project purposes.

c. Grantee will provide a detour route for ingress and egress to East Lake Sammamish Parkway during times of restricted access to Shore Lane.

3. Effective Date. The Easement granted herein shall commence upon the Grantor receiving written notice from the City at least fourteen (14) days prior to use of the Easement Area ("**Commencement Notice**"). The Commencement Notice shall be mailed by the City to Grantee at the address provided below and considered received three (3) days after mailing. In the alternative, the City may choose to hand deliver the Commencement Notice.

4. Termination. This Easement will be in effect until the City's completion and acceptance of the Project when it will automatically terminate.

5. Reservation. All right, title, and interest in the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Easement are reserved to Grantor; provided, however, that Grantor shall not cause damage to or interfere with the Project.

6. Compliance. The City shall comply and shall cause all of its agents, employees, and representatives to comply with all applicable government laws and regulations while exercising its rights under this Easement.

7. Repair of Damage. The City, at no cost to Grantor, shall be responsible for all Project costs. In the event of any damage to the Easement Area or Property resulting from the City, its successors and assigns exercising rights under this Easement, the City shall immediately restore, repair or rebuild the damaged portion with all due diligence as nearly as possible to at least as good a condition as it was in immediately prior to such damage. It is understood and agreed that

JM RES

upon completion of construction of said Project, the City or its agents shall restore the Easement Area to its original condition, with the exception of Project improvements that have been constructed.

8. Indemnification. The City shall indemnify, defend and save Grantor harmless from and against any and all demands, liabilities, damages, expenses, causes of action, suits, claims and judgments, including reasonable attorneys' fees, arising from injury or death to person or damage to property that occurs as a result of City exercising its Easement rights.

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10. Successors and Assigns. All of the terms of this Easement shall be binding upon the successors and assigns of the Parties. The covenants, agreements, and easements granted herein shall be deemed covenants running with the land, and shall inure to the benefit of and shall be binding upon the respective grantees, heirs, successors, and assigns of the Parties.

11. Severability. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

12. Attorneys' Fees. In any action between the Parties to enforce any of the terms and conditions of this Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs, including those incurred at trial or on appeal.

13. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Easement, the Parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedy of specific performance.

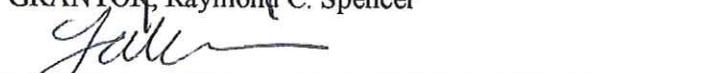
14. Authority. Each Party represents to the other that it is fully authorized to enter into this Easement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each Party to be bound by the obligations described herein.

EXECUTED the day and year first above written.

IN WITNESS WHEREOF, this Easement is executed this 27 day of MARCH, 2018.



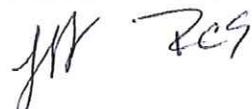
GRANTOR, Raymond C. Spencer



GRANTOR, Lael S. Spencer



GRANTEE, Lyman Howard, City Manager, City of Sammamish

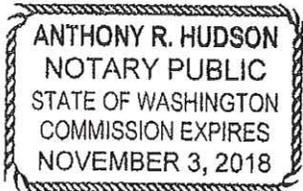


STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 27th day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared **Raymond C. Spencer**, known to me to be the individual that executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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



Anthony R. Hudson
Signature
Anthony R. Hudson
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland, Wa
My commission expires 11/03/2018

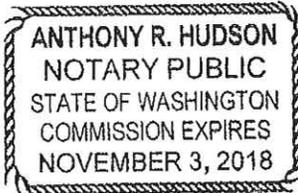
JK RGS

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 27th day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared **Lael S. Spencer**, known to me to be the individual that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed, for the purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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



Anthony R. Hudson
Signature
Anthony R. Hudson
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland Wg.
My commission expires 11/03/2018

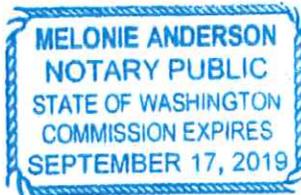
Handwritten initials/signature

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 5th day of July, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared **Lyman Howard**, known to me to be the City Manager of **CITY OF SAMMAMISH**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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



Melonie Anderson
Signature

Melonie Anderson
Print Name

NOTARY PUBLIC in and for the State of
Washington, residing at Sammamish, WA
My commission expires 09/17/19

MH RES

EXHIBIT A
Legal Description of Property

PARCEL A:

That portion of Government Lot 2 in Section 32, Township 25 North, Range 6 East, in King County, Washington, described as follows:

Beginning at the intersection of a line of said Government Lot 2 with the southwesterly line of the Northern Pacific Railway right-of-way; thence north 52 degrees 00 minutes 00 seconds east along said right-of-way line 313.29 feet to the true point of beginning; thence continuing north 38 degrees 00 minutes 00 seconds east along said right-of-way line 75.00 feet; thence north 52 degrees 00 minutes 00 seconds west 230 feet more or less to the westerly line of said Government Lot 2; thence southwest along said westerly line to a point which bears north 52 degrees 00 minutes 00 seconds west from the true point of beginning; thence south 52 degrees 00 minutes 00 seconds east 230 feet more or less to the point of beginning;

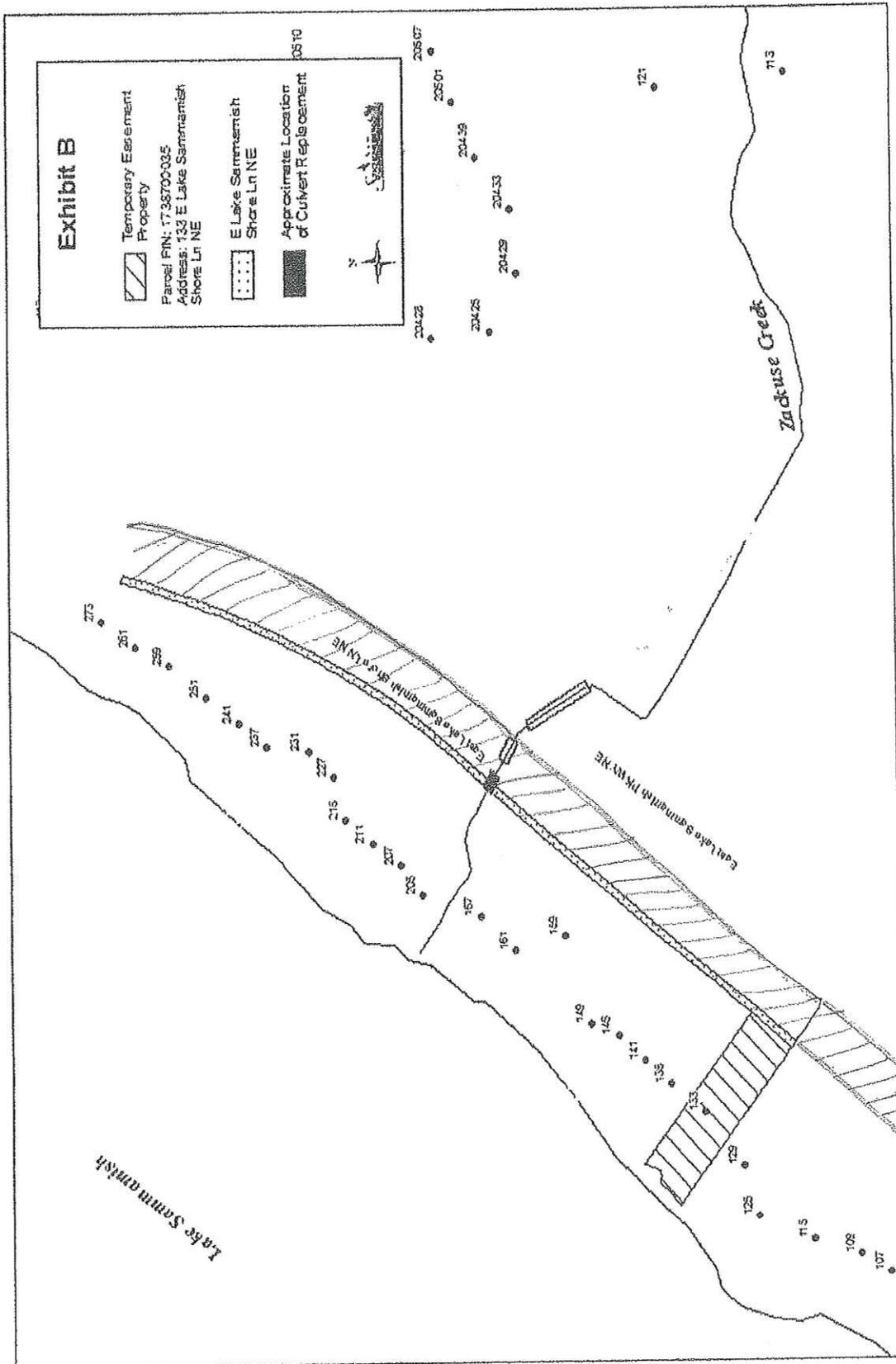
(ALSO KNOWN AS Tract 8 and the northeasterly 25 feet of Tract 7, Connell's Subdivision of Government Lot 2, according to the unrecorded plat thereof.)

TOGETHER WITH second class shorelands fronting thereon.

PARCEL B:

Government Lot 2, Section 32, Township 25 North, Range 6 East, of W. M., **EXCEPT** that portion lying east of the County road known as East Lake Sammamish Parkway **AND EXCEPT** that portion lying west of the railroad right-of-way.

JH *RC9*



Handwritten signature/initials



June 6, 2018

Tawni Dalziel
City of Sammamish
801 – 228th Avenue SE
Sammamish, WA 98075

**Re: Zackuse Creek Culvert Replacement (C2016-198) — Otak Project No. 32794.000
Summary of Project Costs Related to King County Coordination**

Dear Tawni:

At your request I have reviewed the Zackuse Creek project costs to identify those costs that were the result of coordinating with King County and the inclusion (or not) of the two culverts that they were replacing. You asked for the costs associated with items 1 and 8 from our Contract Amendment 2 dated April 28, 2018. I have made my best estimates of those costs based on the staff and activities they were performing. The two items of interest are shown below.

1. Additional permitting support due to several major project changes including the need for SEPA and local permits and the addition of King County culverts in the Army Corps and WDFW permits.
8. After submission of the 90-percent design PS&E, the City was concerned that the County's work may not be included with the City's contract drawings, and asked Otak to look at having a new contractor staging area added to our plans, and moving the wingwalls of the culvert so that they would not extend beyond the City's right-of-way. Then the City asked that the County's work be included as separate bid schedules in the bid package submitted for advertisement. The inclusion of the King County work was included in Otak's contract amendment dated August 4, 2017. The addition of the new staging area and adjustments to the wing walls were not accounted for in that August amendment. The consideration of including or removing the County's work from the bid documents has had impacts on project permitting and resulted in revising the plans and specifications to have the City purchase the culvert and the contractor responsible for installing it.

The costs for item 1 are estimated to be \$14,000 reflecting 110 staff hours. The costs for item 8 are estimated to be \$19,000 reflecting 140 staff hours.

There are two separate and additional items that were the result of coordination with the County. The City approved Amendment 1 of our contract for the sole purposes of including King County Plans and Specifications with our design packages. That amendment was for \$10,633 and assumed that the County plans and specifications would be provided to Otak 2 weeks prior to our schedule for submitting the 90-percent and final plans, specifications and cost estimates (PS&E). That amendment included \$5,327 for a Cultural Resources

Summary of Project Costs Related to King County Coordination

Survey and Report because the assumption was that the cultural resources survey completed for King County's trail project would be applicable and sufficient for the City's project.

Finally, after the submission of the bid set, Otak was informed that County's culverts would not be included in the contract, and we prepared an addendum (number 2) and a conformed set of plans and specifications to reflect those final changes. That effort for Addendum 2 was approximately \$1,000 and this cost was included in the original contract task for services during bidding. The cost for the conformed set is approximately \$800 and is included in our amendment 2 for services during construction.

Please feel free to call me at (425) 739-4204 or email me at greg.laird@otak.com if you have any questions concerning this invoice or the project progress.

Sincerely,
Otak, Incorporated

Greg Laird, PE
Principal

Memorandum

To: Tawni Dalziel, P.E. City of Sammamish
From: Greg Laird
Copies: Courtney Moore
Date: April 28, 2018
Subject: Zackuse Creek Fish Passage and Stream Restoration Project – Contract Amendment Request
Project No.: 32794

The following request for contract scope and budget amendment for the Zackuse Creek Fish Passage Project is based on anticipated and unanticipated project conditions during the course of design and permitting. This request is presented into three additional scope tasks which includes in additional final PS&E deliverable, unanticipated project conditions, and engineering services during construction.

Task 7.4. Final PS&E deliverable

Required to allow City review of revisions due to above unanticipated project conditions.

Task 10 – Unanticipated Project Conditions

1. Additional permitting support due to several major project changes including the need for SEPA and local permits and the addition of King County culverts in the Army Corps and WDFW permits.
2. Additional coordination with Sammamish Plateau Water and Sewer District was needed since the original project scope did not assume deep excavation. The peat underlying ELSP and the decision to remove the peat required the design of a bypass for both water and sewer.
3. Evaluation of culvert alternatives to address unsuitable peat subsurface conditions, including evaluation of structure types, construction methods, utility relocation, and schedule for construction.
4. Evaluation of temporary access road for construction of stream restoration. The original project scope assumed wetlands would be temporarily impacted and restored for stream construction. However, during surveying, an existing access road to the north of the project was located and, through survey and design, was determined could be modified to provide very minimal impact to the existing wetlands during construction.
5. Right of way survey issues. The City and County ROW survey did not agree. Effort was made to research discrepancy.
6. Roadway widening was requested for maintenance, inspection and access of the culvert. This widening was not anticipated with original project scope. Evaluating the request from City maintenance for additional access to the culvert.

Additionally, the City maintenance raised a concern about branches becoming stuck within the culvert and having sufficient provisions for City Maintenance crews to access and remove large branches. We were asked to evaluate raising the height of the culvert to provide more head room, and asked to add access into the culvert from the ELSP travel lanes.

7. The support of the roadway was originally anticipated to be retaining walls to minimize impact to wetlands. However, once subsurface exploration was completed and settlement concerns of the underlying peat were analyzed, retaining walls were not selected as the optimum design. Roadway embankment slope design was therefore needed.
8. Considerations concerning inclusion of King County work in the City bid package
After submission of the 90-percent design PS&E, the City was concerned that the County's work may not be included with the City's contract drawings, and asked Otak to look at having a new contractor staging area added to our plans, and moving the wingwalls of the culvert so that they would not extend beyond the City's right-of-way. Then the City asked that the County's work be included as separate bid schedules in the bid package submitted for advertisement. The inclusion of the King County work was included in Otak's contract amendment dated August 4, 2017. The addition of the new staging area and adjustments to the wing walls were not accounted for in that August amendment. The consideration of including or removing the County's work from the bid documents has had impacts on project permitting and resulted in revising the plans and specifications to have the City purchase the culvert and the contractor responsible for installing it.

Task 11. Engineering Services during Construction

1. Project Management
Otak will include completing subconsultant agreements with the Aspect and Cultural Resources Consultants, scheduling staff, and reviewing and approving invoices. This effort is limited to 24 hours total for this item.
2. Office Consultation and Submittal Review
Otak and its subconsultants will be required to review a variety of submittals in support of the County administering the Construction Contract, including construction plans and working drawings, shop drawings, material samples, requests for information (RFIs), and testing reports that may be time-critical and potentially technically complex. The Otak and our subconsultants will provide consultation and review at the request of the County to discuss work progress, review claims, and evaluate alternatives for addressing construction and/or Contractor challenges. This effort is limited to 168 hours total for this item. Documentation of the hourly effort (by discipline) expended for this task shall be submitted to the Project Manager weekly.
3. Field Consultation and Observation during Construction
Field consultation and observation during construction will be required and will be based on the full time observation during construction of the stream relocation (potentially twenty 10-hour days), and based on twenty 4-hour visits during critical construction activities such as subgrade excavation, culvert assembly, and utility reconnection. This effort is limited to 280 hours total for this item. Documentation of the hourly effort (by discipline) expended for this task shall be submitted to the Project Manager weekly.
4. Evaluation of Value Engineering Change Proposals
Evaluation of Value Engineering Change Proposals (VECP) that are required of the Consultants by the County will be based on an hourly rate of the staff required, and 68 total hours of effort is allocated for the Consultants.
5. Attendance at Coordination Meetings and conference Calls
Attendance at coordination meetings and participation in conference calls will be required. Attendance shall be for ten 2-hour meetings, and ten 1-hour calls attended or participated in by the Principal (or Project Manager) and Project Engineers of record for each discipline. This effort is limited to 68 hours

total for this item. Documentation of the hourly effort (by discipline) expended for this task shall be submitted to the Project Manager weekly.

Deliverables

- Meeting minutes and notes by the Project Manager for each meeting attended
- Field activity reports for each site visit via PDF and email
- Reviews and responses submitted electronically via PDF and email

6. Record Drawing

Otak will prepare the record drawings based on red-line markups provided by the Contractor and based on our field observations.

Deliverables

- AutoCAD in accordance to City Standards
- Electronic PDF
- Full size 22x34 mylars

In summary, this memo describes budget requests as follows:

Task 7.4. Final PS&E deliverable	\$ 32,000
Task 10. Unanticipated Project Conditions	\$ 166,000
Task 11. Engineering Services during Construction	<u>\$ 110,400</u>

Total **\$308,400**

