

INTERLOCAL AGREEMENT BETWEEN THE KING COUNTY FLOOD CONTROL DISTRICT, KING COUNTY, AND THE CITY OF BELLEVUE TO TRANSFER ASSETS AND RESPONSIBILITIES OF THE FORMER SOUTH WEST LAKE SAMMAMISH FLOOD CONTROL ZONE DISTRICT

This Agreement is made and entered into by the King County Flood Control District (hereinafter, "KCFCD"), the City of Bellevue (hereinafter, "Bellevue"), and King County, Washington (hereinafter, "King County"), collectively known as the "Parties," for the purposes of: 1) transferring to Bellevue any storm water related real property interests and responsibility for drainage facilities within the boundaries of the former South West Lake Sammamish Flood Control Zone District (hereinafter, "SWLSFCZD") located within the Bellevue municipal boundaries; 2) transferring to King County any storm water related real property interests and responsibility for drainage facilities within the boundaries of the former SWLSFCZD that are located outside the municipal boundaries of the City of Bellevue; and 3) transferring financial assets of the former SWLSFCZD to Bellevue.

WHEREAS, the SWLSFCZD was formed pursuant to RCW 86.15 in June 1964 through adoption of Resolution 28067 by the King County Board of Commissioners, see Exhibit One, attached to this Agreement and incorporated herein; and

WHEREAS, revenues and taxes were collected by the SWLSFCZD and were used to further the purposes of the SWLSFCZD, including the construction and maintenance of a number of storm water control facilities, and some portion of the revenues remains unspent; and

WHEREAS, on April 25, 2007, the King County Council enacted ordinance 15728, which ordered the formation of the KCFCD and dissolved all previously existing flood control districts in King County, including the SWLSFCZD; and

WHEREAS, as a result of the enactment of ordinance 15728, the responsibilities and assets of the SWLSFCZD were transferred to the KCFCD; and

WHEREAS, the area of the former SWLSFCZD contains portions of both Bellevue and King County, which have storm water management regulations and programs that address storm water conveyance and have financing mechanisms to fund the programs; and

WHEREAS, the original purposes for which the SWLSFCZD was originally established can now be satisfied by the storm water programs of Bellevue and King County, and the Parties desire that the responsibilities of the former SWLSFCZD, and all of its facilities, funds, and property interests, be transferred to Bellevue or King County; and

WHEREAS, the Parties agree that any storm water related real property interests that are owned by King County within both the former SWLSFCZD's boundaries and Bellevue's municipal boundaries should also be transferred to Bellevue; and

WHEREAS, the Parties agree that any documentation that may be in the possession of King County or KCFCZD related to the storm water facilities and real property interests formerly owned by the SWLSFCZD, or currently owned by King County, within both the boundaries of the former SWLSFCZD and the municipal boundaries of Bellevue, should be transferred to Bellevue; and

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

NOW THEREFORE, the Parties agree to the following:

I. Purpose.

The purpose of this Agreement is to provide for the transfer of responsibilities and assets of the former SWLSFCZD to Bellevue and King County, as a result of the abolishment of the SWLSFCZD.

Bellevue shall receive ownership of those storm water facilities and title to those storm water related real property interests that are within both its municipal boundaries and the former boundaries of the SWLSFCZD, and King County shall receive ownership of those storm water facilities and title to those storm water related real property interests that are within both the former boundaries of the SWLSFCZD and outside the municipal boundaries of Bellevue. Bellevue shall also receive any storm water related facilities and real property interests that are currently owned by King County and are within both the boundaries of the former SWLSFCZD and Bellevue's municipal boundaries.

Any currently remaining funds of SWLSFCZD are to be disbursed as hereinafter set forth in Article V. of this Agreement.

The Parties hereby agree that all obligations and responsibilities of the former SWLSFCZD for operation and maintenance of storm water facilities shall be assumed by

Bellevue, if located within Bellevue's municipal boundaries, or by King County if located outside Bellevue's municipal boundaries.

II. Administration.

The Parties shall each appoint one representative to a Project Management Team (hereinafter, the "PMT") composed of one King County staff member designated by the Director of the King County Water and Land Resources Division, one member from the KCFCD designated by the Executive Director of the District, and one Bellevue staff member designated by the Director of the Bellevue Utilities Department. The PMT will use consensus to reach agreement concerning administrative matters, including the execution of the terms of this Agreement. In the event that the PMT cannot reach consensus on an issue, the issue must first be forwarded to the appointing Directors and KCFCD Executive Director for resolution prior to the commencement of any legal action.

III. Transfer of Facilities and Property Interests Held by the Former SWLSFCZD.

The following terms shall govern the transfer of the storm water facilities and real property interests formerly held by the SWLSFCZD and currently held by the KCFCD:

- A. Exhibit One (1) contains a legal description of the former SWLSFCZD boundaries.
- B. Exhibit Two (2) provides a list of known former SWLSFCZD facilities located within the municipal boundaries of Bellevue. The Parties acknowledge that Exhibit Two (2) is not, nor is it intended to be, a comprehensive and complete inventory of former SWLSFCZD facilities within the boundaries of Bellevue, but was prepared by King County staff members according to the information on SWLSFCZD facilities available to them. By including Exhibit Two (2) as an attachment to this Agreement, the Parties do not intend to condition or qualify the terms governing the transfer of former SWLSFCZD facilities and real property interests contained in Article III of this Agreement.
- C. Exhibit Three (3), attached to this Agreement and made a part hereof, represents the form of the quitclaim deed whereby the KCFCD and King County will each transfer

to Bellevue ownership of their respectively owned real property interests associated with storm water drainage facilities and uses located within both the former SWLSFCZD boundaries and Bellevue municipal boundaries. Exhibit Three (3) also represents the form of the quitclaim deed whereby the KCFCD will transfer to King County ownership of real property interests formerly held by the SWLSFCZD and outside the municipal boundaries of Bellevue.

- D. Exhibit Four (4), attached to this Agreement and made a part hereof, provides: (4a.) a list of plats within Bellevue that may contain easements for the benefit of King County and/or the former SWLSFCZD, and (4b.) a list of identified easements for the benefit of King County and/or the former SWLSFCZD within Bellevue.
- E. Exhibit Five (5), attached to this Agreement and made a part hereof, provides a list of plats that may contain easements for the benefit of King County and/or the SWLSFCZD not within Bellevue.
- F. Upon execution of this Agreement, all facilities formerly owned by the SWLSFCZD that are within the municipal boundaries of Bellevue, including the facilities identified and described in Exhibit Two (2), attached to this Agreement and made a part hereof, shall be transferred to Bellevue. Within ninety (90) days after the execution of this Agreement, deeds, in the form of the quitclaim deed attached hereto as Exhibit Three (3), transferring title to the real property interests formerly owned by the SWLSFCZD and now held by the KCFCD, and within the boundaries of Bellevue, including the real property interests identified and described in Exhibit Four (4), attached to this Agreement and made a part hereof, shall be delivered to Bellevue as grantee.
- G. Upon execution of this Agreement, all facilities formerly owned by the SWLSFCZD that are outside the municipal boundaries of Bellevue shall be transferred to King County. Within ninety (90) days after the execution of this Agreement, deeds transferring title to the real property interests formerly owned by the SWLSFCZD and outside the boundaries of Bellevue, including the real property interests identified and

described in Exhibit Five (5), attached to this Agreement and made a part hereof, shall be delivered to King County as grantee.

- H. Nothing contractual herein shall require Bellevue or King County to operate or maintain any particular facility acquired pursuant to the Agreement. Once a facility has been transferred to Bellevue or King County, such party shall have complete discretion with regard to the management and operation of such facility.

IV. Disbursement of Funds.

Within ninety (90) days after the execution of this Agreement by all Parties, all remaining operating funds of the former SWLSFCZD currently held by the KCFCD shall be disbursed to the Parties as follows:

1. Any outstanding expenses, invoices and claims of the former SWLSFCZD, including any currently outstanding costs of maintenance incurred by King County for maintenance performed on former SWLSFCZD facilities, shall be paid out first to King County from former operating funds of the SWLSFCZD.
2. All remaining funds shall be paid to Bellevue to be used for surface water management operations and maintenance expenditures.

V. Transfer of Real Property Interests Currently Owned by King County and Documentation of District Facilities.

- A. Upon execution of this Agreement, King County shall transfer to Bellevue ownership of any storm water drainage real property interests and related facilities located within both the boundaries of the former SWLSFCZD and the Bellevue municipal boundaries that are currently owned by King County.

Within ninety (90) days after the execution of this Agreement, King County shall deliver to Bellevue deeds, in the form of the quitclaim deed attached hereto as Exhibit Three (3), to these real property interests and facilities, including the real property interests identified in Exhibit Four (4), that are currently owned by King County.

- B. Within ninety (90) days after the execution of this Agreement, King County Water

and Land Resources Division, on behalf of the KCFCD, shall provide to Bellevue copies of the documentation it possesses regarding ongoing operations and maintenance of former SWLSFCZD facilities and real property interests, and/or those for which title is held in King County's name, for the storm water facilities and storm water related real property interests located within Bellevue municipal boundaries. Bellevue shall retain such documentation for a period of not less than seven (7) years.

- C. Nothing contractual herein shall require Bellevue to operate or maintain any particular facility acquired pursuant to the Agreement. Once a facility has been transferred to Bellevue, Bellevue shall have complete discretion with regard to the management and operation of such facility.

VI. Effectiveness, Duration, Termination and Amendment.

- A. This Agreement shall become effective upon signature by the last party hereto and shall remain in effect until the completion of transfer to Bellevue and King County of all responsibilities, funds, facilities and property interests of the former SWLSFCZD and those storm water related real property interests that are within both the boundaries of the former SWLSFCZD and the Bellevue municipal boundaries that are currently owned by King County.
- B. This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto.
- C. This Agreement is not assignable by any Party, either in whole or in part.
- D. This Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to

be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.

- E. Nothing herein shall be construed as obligating the Parties to expend money in excess of appropriations authorized by law and administratively allocated for this work.

VII. Counterparts.

This Agreement may be executed in counterparts.

VII. Indemnification and Hold Harmless.

- A. As among the three parties, King County shall not have any liability arising out of King County's ownership of any storm water drainage property interests and related facilities located within both the boundaries of the former SWLSFCZD and the Bellevue municipal boundaries that arise from acts and/or omissions occurring after the recording of the quitclaim deeds to be delivered to Bellevue pursuant to Article V.
- B. As among the three parties, Bellevue shall not have any liability arising out of SWLSFCZD's, KCFCZD's and/or King County's ownership of any storm water drainage property interests and related facilities located within both the boundaries of the former SWLSFCZD and the Bellevue municipal boundaries that arise from acts and/or omissions occurring before the recording of the quitclaim deeds to be delivered to Bellevue pursuant to Articles III and V.
- C. As among the three parties, KCFCZD shall not have any liability arising out of KCFCZD's ownership of any storm water drainage property interests and related facilities located within both the boundaries of the former SWLFCZD and the Bellevue municipal boundaries that arise from acts or omissions occurring after the recording of the quitclaim deeds to be delivered to Bellevue pursuant to Article III.
- D. Subject to the provisions of Paragraphs A, B, and C of this Article, each of the Parties shall protect, defend, indemnify, and save harmless the other Parties and each of

them, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, each of the Parties' own negligent acts or omissions. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

- E. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's fault.

- F. The terms of this section shall survive termination of this Agreement.

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

Approved as to Form

King County:

By: _____

Title: Deputy Prosecuting Attorney

By: Dow Courtt

Title: King County Executive

Date: 2/22/12

Approved as to Form

City of Bellevue:

By: LARRY HATUT

Title: ASS CBY ATTY

By: Brad King

Title: Deputy City Mgr

Date: 5-15-12

King County Flood Control District

By: Julie Patterson

Title: Executive Director Chair

Date: _____

*Engineer
P. Ottaway
File*

RESOLUTION
No. 28067

Exhibit One

WHEREAS, there has been presented to the Board of County Commissioners of King County, Washington, requests for the formation of a district to improve the flood control and drainage facilities in a large area on the South West Side of Lake Sammamish, and an engineering study has shown that improvement of the flood control and drainage facilities is vitally needed, and

WHEREAS, the engineering studies indicate that a comprehensive system of drainage pipes, catch basins, manholes, and outfall facilities are necessary to control storm water flow, and to prevent damage to property in the proposed zone district, and

WHEREAS, the said engineering studies indicate that the formation of a Flood Control District Zone is necessary to contend with the abovementioned drainage problems and will be conducive to the public health, convenience and welfare, now, therefore,

BE IT RESOLVED by the Board of County Commissioners of King County, Washington that the South West Lake Sammamish Flood Control Zone District be and is hereby declared to be formed and the boundaries of this District be declared as follows:

- ✓ BEGINNING at the intersection of the westerly shore line of Lake Sammamish with the East and West centerline of Section 1, T24N, R5E, W.M.;
- ✓ thence westerly along said East and West centerline to the west margin of 168th Ave. S.E.;
- ✓ thence continuing westerly along the south line of Lots 9, 8 and 7 of Block 6 of the plat of Robinsglen No. 2 as recorded in Volume 60 of Plats, page 98, Records of King County, Washington, to the southwest corner of said Lot 7;
- ✓ thence northerly along the west line of said Lot 7 to the northwest corner thereof;
- ✓ thence westerly along the southerly margin of S.E. 16th Street to an intersection with the southerly extension of the west line of Lot 9, Block 4 of said plat of Robinsglen No. 2;
- ✓ thence northerly along said extension and the west line of said Lot 9 and the west line of Lot 4 of said Block 4 to the northwest corner of said Lot 4;
- ✓ thence northerly across S.E. 15th Street to the southwest corner of Lot 20, Block 2 of said plat of Robinsglen No. 2;
- ✓ thence northerly along the west line of Lots 20 and 4 of said Block 2 to the northwest corner of said Lot 4;
- thence westerly along the south margin of S.E. 14th Street to the east line of Section 2, T24N, R5E, W.M.;
- thence northerly along said east line to an intersection with a line parallel to and 400 feet southerly of the north line of the

SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2;
 ✓ thence westerly along said parallel line to the east line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2;
 ✓ thence northerly along said east line to the north line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2;
 ✓ thence westerly along said north line to the centerline of 160th Ave. S.E.;
 thence northerly along said centerline to an intersection with the easterly extension of the south line of Lot 18, Block 4 of the plat of Lake Hills No. 1 as recorded in Volume 56 of Plats, pages 86, 87 and 88, Records of King County, Washington;
 thence westerly along said extension and the south line of said Lot 18 to the southwest corner thereof;
 thence southerly along the west line of Lot 19 of said Block 4 to the southwest corner of said Lot 19;
 thence westerly along the north line of Lots 21 and 22 of said Block 4 to the northwest corner of said Lot 22;
 thence southerly along the westerly line of said Lot 22 to the southwest corner thereof;
 thence southerly across 158th Place S.E. to the northwest corner of Lot 15, Block 5 of said Plat of Lake Hills No. 1;
 thence southerly along the westerly line of said Lot 15 to the southwest corner thereof;
 thence easterly along the north line of Lots 23, 22 and 21 of said Block 5 to the northeast corner of said Lot 21;
 thence southerly along the east line of said Lot 21 and the southerly extension thereof to the centerline of S.E. 12th Place;
 thence easterly along the centerline of said S.E. 12th Place to the west margin of 160th Avenue S.E.;
 thence southerly along said west margin of 160th Avenue S.E. to an intersection with the north line of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 2;
 ✓ thence westerly along said north line to the northwest corner of said South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, which point is on the centerline of 156th Avenue S.E.;
 ✓ thence southerly along said centerline of 156th Avenue S.E. to the centerline of S.E. 16th Street;
 ✓ thence westerly along said centerline of S.E. 16th Street to the centerline of 150th Avenue S.E.;
 ✓ thence southerly along said centerline of 150th Avenue S.E. to the centerline of S.E. 18th Street;
 ✓ thence westerly along the westerly extension of said centerline of S.E. 18th Street to the westerly margin of 150th Avenue S.E.;
 ✓ thence southerly along said westerly margin of 150th Avenue S.E. to an intersection with the north line of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2;
 thence west along said north line a distance of 100 feet;
 thence southerly on a line 100 feet west of and parallel to the west margin of 150th Avenue S.E. to an intersection with the north margin of S.E. 22nd Street;
 thence easterly along said north margin of S.E. 22nd Street to the centerline of 151st Avenue S.E.;
 thence southerly along said centerline of 151st Avenue S.E. to the south margin of S.E. 22nd Street;
 thence easterly along said south margin of S.E. 22nd Street to a point which is 90 feet west of the west margin of 151st Place S.E.;
 thence southerly on a line which is 90 feet west of and parallel with said west margin of 151st Place S.E. to the south line of said Section 2;

✓ thence westerly along said south line of Section 2 to a point which is 300 feet west of the S.E. corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 2;
 ✓ thence south on a line 300 feet west of and parallel to the east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, T24N, R5E, W.M. to an intersection with the north line of the South $\frac{1}{2}$ of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11;
 ✓ thence easterly along said north line 100 feet;
 ✓ thence south on a line 200 feet west of and parallel with said east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11 to the south line of said NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11;
 ✓ thence east along said south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, 50 feet;
 ✓ thence south on a line 150 feet west of and parallel to the east line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 11 to the south line of said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$;
 ✓ thence west along said south line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ to an intersection with the northerly extension of the centerline of the overpass structure of the Eastgate Interchange which is part of 150th Avenue S.E.;
 ✓ thence southerly along said extension and said overpass centerline to an intersection with the north margin of S.E. 37th Street;
 ✓ thence westerly along said north margin of S.E. 37th Street to an intersection with the northerly extension of the westerly line of Lot 3, Block 8 of the Plat of Eastgate Addition Division "G" as recorded in Volume 54 of Plats, Pages 18 and 19, Records of King County, Washington;
 ✓ thence southerly along said extension and the westerly line of said Lot 3 to the southwest corner thereof;
 ✓ thence southeasterly along the southwesterly lines of said Lot 3 and Lots 4 and 5 of said Block 8 and the southeasterly extension of the southwesterly line of Lot 5 to the southeast margin of Eastgate Drive;
 ✓ thence easterly along said southeast margin of Eastgate Drive and across 148th Avenue S.E. to the northwest corner of Lot 4, Block 1, of said Eastgate Addition Division G;
 ✓ thence southerly along the west line of said Lot 4 to the southwest corner thereof;
 ✓ thence easterly along the south line of said Lot 4 to the southeast corner thereof;
 ✓ thence southerly along the east line of Lot 5 of said Block 1 to the southeast corner of said Lot 5;
 ✓ thence westerly along the south line of said Lot 5 to the southwest corner thereof;
 ✓ thence southwesterly along the northwesterly line of Lots 6, 7, 8 and 9 of said Block 1 to the westernmost corner of said Lot 9;
 ✓ thence southeasterly along the northeast line of Lot 10 of said Block 1 to the easternmost corner of said Lot 10;
 ✓ thence southwesterly along the southeast line of Lots 10, 11, 12, 13, 14, 15 and 16 of said Block 1 to the north line of Lot 18 of Block 2 of Eastgate Addition Division "E" as recorded in Volume 53 of Plats, pages 41 and 42, Records of King County, Washington;
 ✓ thence westerly along the north line of said Lot 18 to the northwest corner thereof;
 ✓ thence southerly along the west line of said Lot 18 and of Lot 19 of said Block 2 to the southwest corner thereof;
 ✓ thence southwesterly along the northerly line of Lots 22 and 23 of said Block 2 to the northwest corner of said Lot 23;
 ✓ thence southerly along the easterly line of Lots 1, 2 and 3 of said Block 2 to the southeast corner of said Lot 3;
 ✓ thence westerly along the southerly line of said Lot 3 to the southwest corner thereof, which point is on the easterly margin of 146th Avenue S.E.;

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✓ thence southerly along said easterly margin of 146th Avenue S.E. to an intersection with the southerly margin of Allen Road;
 ✓ thence northeasterly along said southerly margin of Allen Road to the northernmost corner of Lot 13, Block 3 of said Eastgate Addition Division "E";
 ✓ thence southeasterly along the northeast line of said Lot 13 to the easternmost corner thereof, which point is on the westerly line of Lot 10, Block 3, of the Plat of Eastgate Addition Division "A" as recorded in Volume 51 of Plats, page 84, Records of King County, Washington;
 ✓ thence northeasterly along the northwesterly line of Lots 10, 9 and 8 of said Block 3 to the northernmost corner of said Lot 8;
 ✓ thence southeasterly along the northeasterly line of said Lot 8 and the southeasterly extension thereof to an intersection with the easterly margin of 149th Avenue S.E.;
 ✓ thence northerly along said easterly margin of 149th Avenue S.E. to the northernmost corner of Lot 15, Block 2, of said Eastgate Addition Division "A";
 ✓ thence southeasterly along the north line of said Lot 15 to the northeast corner thereof, which point is on the west margin of 150th Avenue S.E.;
 ✓ thence southerly along said west margin of 150th Avenue S.E. to an intersection with the westerly extension of the north line of Lot 34, Block 1, Eastgate Addition Division "B" as recorded in Volume 52 of Plats, pages 13 through 18, Records of King County, Washington;
 ✓ thence easterly on said extension and the north line of said Lot 34 to the northeast corner thereof;
 ✓ thence southerly and southwesterly along the easterly line of Lots 34 and 35 of said Block 1 to the easterly margin of 150th Avenue S.E.;
 ✓ thence southerly along said easterly margin of 150th Avenue S.E. to the northerly margin of S.E. 43rd Street;
 ✓ thence southeasterly along the northerly margin of said S.E. 43rd Street to the westerly margin of 151st Avenue S.E.;
 ✓ thence northerly along said westerly margin of 151st Avenue S.E. to an intersection with the westerly extension of the north line of Lot 10, Block 4, Eastgate Addition Division "D" as recorded in Volume 53 of Plats, pages 34 and 35, Records of King County, Washington;
 ✓ thence easterly along said westerly extension of the north line of Lot 10 to the northwest corner thereof;
 ✓ thence southerly along the west line of said Lot 10 and across S.E. 43rd Street to the northwest corner of Lot 10, Block 5, of said Eastgate Addition Division "D";
 ✓ thence continuing southerly on the west line of said Lot 10 to the southwest corner thereof;
 ✓ thence easterly along the south line of said Lot 10 to the northwest corner of Lot 18 of said Block 5;
 ✓ thence southerly along the west line of said Lot 18 to the north margin of S.E. 43rd Place;
 ✓ thence easterly and southerly along said north margin of S.E. 43rd Place and the east margin of 151st Avenue S.E. to the northeast corner of Lot 8, Block 7, of said Eastgate Addition Division "D";
 ✓ thence southeasterly along the easterly line of said Lot 8 to the southeast corner thereof;
 ✓ thence westerly along the south line of said Lot 8 to the northwest corner of Lot 16, Block 1, of the Plat of Eastgate Addition Division "L", as recorded in Volume 55 of Plats, page 47, Records of King County, Washington;

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✓ thence southerly along the west line of said Lot 16 to the north margin of S.E. 44th Place;
 ✓ thence westerly along said north margin of S.E. 44th Place to the southwest corner of Lot 12 of said Block 1;
 ✓ thence southerly across said S.E. 44th Place to the northwest corner of Lot 1, Block 2, of said Eastgate Addition Division "L";
 ✓ thence southerly along the west line of said Lot 1 to the north margin of S.E. 45th Street;
 ✓ thence southwesterly and southerly along said north margin of S.E. 45th Street and the west margin of 150th Avenue S.E. to a point which is 540 feet south of the south line of said Eastgate Addition Division "L";
 ✓ thence, at right angles, east to the centerline of said 150th Avenue S.E.;
 ✓ thence southerly along said centerline of 150th Avenue S.E. and along the centerline of 151st Avenue S.E. to the centerline of S.E. 51st Street;
 ✓ thence westerly along said centerline of S.E. 51st Street to an intersection with the northerly extension of the west line of Lot 14, Block 1, of the Plat of Horizon View Division "A" as recorded in Volume 48 of Plats, pages 44, 45, 46 and 47, Records of King County, Washington;
 ✓ thence southerly along said extension and the west line of said Lot 14 to the southwest corner thereof;
 ✓ thence southwesterly to the northernmost corner of Lot 23 of the Plat of Hilltop Community, as recorded in Volume 47 of Plats, pages 28 and 29, Records of King County, Washington;
 ✓ thence southwesterly along the northwesterly line of said Lot 23 to the easterly margin of 148th Avenue S.E.;
 ✓ thence southerly along said easterly margin of 148th Avenue S.E. to the southwest corner of said Lot 23;
 ✓ thence easterly along the south line of said Lot 23 to the southeast corner thereof;
 ✓ thence southerly along the easterly line of Lot 24 of said Plat of Hilltop Community to the north margin of S.E. 54th Street;
 ✓ thence easterly, southerly, and westerly along said north margin and the perimeter of the cul-de-sac and the south margin of S.E. 54th Street to the northwest corner of Lot 27 of said Plat of Hilltop Community;
 ✓ thence southerly along the westerly lines of said Lot 27 to the southernmost corner thereof;
 ✓ thence southerly along the westerly line of Lot 30 of said Plat of Hilltop Community and the southerly extension thereof to the centerline of S.E. 55th Street;
 ✓ thence easterly and northeasterly along said centerline of S.E. 55th Street and 151st Avenue S.E. to an intersection with the centerline of 152nd Place S.E.;
 thence southeasterly along said centerline of 152nd Place S.E. to an intersection with the centerline of 153rd Avenue S.E.;
 thence northerly along said centerline of 153rd Avenue S.E. and the centerline of 153rd Place S.E. to an intersection with the westerly extension of the north line of Lot 1, Block 3, of the Plat of Horizon View Division "C", as recorded in Volume 56 of Plats, pages 20 and 21, Records of King County, Washington;
 thence easterly along said westerly extension and the north line of said Lot 1 to the northeast corner thereof;
 thence east along a line parallel to the south line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23, T24N, R4E, W.M., to the east line of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23;
 thence southerly along said east line to the southeast corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 23;

✓thence easterly along the north line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23 to the northeast corner thereof;

✓thence southerly along the east line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23 to the southeast corner thereof;

✓thence easterly along the north line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 23 to the northeast corner thereof;

✓thence continuing easterly along the north line of the South $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 24, T24N, R5E, W.M., to an intersection with the northerly extension of the west margin of 169th Place S.E.;

✓thence southerly along said northerly extension of the west margin of 169th Place S.E. to an intersection with the westerly extension of the south margin of S.E. 60th Street;

✓thence easterly along said westerly extension of and the south margin of S.E. 60th Street to a point which is on a property line, and approximately 700 feet east of the north and south centerline of said SW $\frac{1}{4}$ of Section 24;

✓thence south along said property line to an intersection with the approximate north line of the south $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 24;

✓thence east along said approximate north line of the south $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24 to an intersection with the west line of the east 330 feet of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 24;

✓thence south along said west line of the east 330 feet of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24 to the south line of said Section 24;

✓thence southeasterly on a straight line to a point on the north and south centerline of Section 25, T24N, R5E, W.M., which is 400 feet south of the north line of said Section 25;

✓thence east on a line parallel with the north line of said Section 25 and 400 feet southerly thereof, a distance of 2000 feet;

✓thence southeast on a straight line to a point on the east line of said Section 25 which is 700 feet south of the northeast corner thereof;

✓thence continuing southeast on a straight line to the mid-point of the south line of Government Lot 1 of Section 30, T24N, R6E, W.M.;

✓thence easterly along said south line of Government Lot 1 to the southeast corner thereof;

✓thence north along the east line of said Government Lot 1 of Section 30 to the northeast corner thereof;

✓thence east along the north line of said Section 30 to the north $\frac{1}{4}$ corner thereof;

✓thence north on the north and south centerline of Section 19, T24N, R6E, W.M. to the north line of the south $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 19;

✓thence east along said north line of the south $\frac{1}{2}$ of the SE $\frac{1}{4}$ to the east line of said Section 19;

✓thence continuing east along the south line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, T24N, R6E, W.M., to the southeast corner thereof;

✓thence north along the east line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20 to the northeast corner thereof;

✓thence west along the north line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20 to the east margin of the Issaquah-Newport Highway;

✓thence northerly along said east margin of the Issaquah-Newport Highway to an intersection with the southerly margin of State Highway No. 2;

✓thence southeasterly along said southerly margin of State Highway No. 2 a distance of approximately 400 feet to the city limits of Issaquah;

thence northeasterly across State Highway No. 2 (along said city limit of Issaquah) to the northerly margin of said State Highway No. 2;

157-01-560 28067
204159

thence N 14° 14' 30" west along said city limits of Issaquah
to the shore of Lake Sammamish;
thence northerly along the shoreline of Lake Sammamish to the
point of beginning;
together with all Lake Sammamish shorelands adjoining.

BE IT FURTHER RESOLVED that in accordance with R.C.W. 86.15.050,
the Board of County Commissioners of King County, Washington, be and
are hereby declared to be the Supervisors of the District and that
the King County Engineer be declared to be the Engineer for the
District.

PASSED this 15th day of June, 1964.

BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON

Ed Munro
Chairman

Walter Wallace
Commissioner

John T. O'Brien
Commissioner

ATTEST:

ROBERT A. MORRIS
Clerk of the Board

By Ralph Q. Kendler
Deputy

WFV
JBF:rg
5/19/64

**Identified Facilities of the Former Southwest Lake Sammamish Flood
Control District Located within the
City of Bellevue**

Facility Name	Location	Constructed Elements	Natural Elements
LS 3	179 th Lane/SE 140 th Place	30" pipe, outfall with dock	Stream
LS 4 (Webster)	4060 W. Lake Sammamish Parkway	30" pipe/outfall to beach	Stream
LS 5 (Vasa Park)	SE 38 th Street/SE 38 th Place	Sediment pond	Stream
LS 5/6 (Eastgate Outfall)	From I-90 to Lake Sammamish at 3800 W. Lake Sammamish Parkway SE	48" pipe, 48" outfall under dock	Stream
LS 6	Lots 1, 5 and 6 of Wilson-Koerber Add. and Lot 6 of Delwood Park unrecorded (easement locations)	Culverts under road and driveways and channels through yards, open channel	Open channel
LS 7	Environs of Lake Sammamish Beach Club	30" pipe and outfall	N/A

Exhibit Three

AFTER RECORDING RETURN TO:

QUIT CLAIM DEED

GRANTOR – KING COUNTY

GRANTEE –

LEGAL –

TAX NO. – N/A

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the state of Washington, for and in consideration of mutual benefits, receipt of which is hereby acknowledged, conveys and quit claims unto the Grantee, the _____, a municipal corporation of the State of Washington, those certain real property interests, as legally described in Exhibit _____, attached hereto and made a part of this Deed:

Dated this _____ day of _____, 200_.

KING COUNTY, WASHINGTON

BY _____

TITLE _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that _____ signed this instrument,
on oath stated that he was authorized by the King County Executive to execute the
instrument, and acknowledged it as the _____ of King
County, Washington to be the free and voluntary act of said County for the uses and
purposes mentioned in the instrument.

Dated _____

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____