

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN KING COUNTY
AND THE CITY OF KENMORE
FOR THE PROVISION OF SURFACE WATER SERVICES
AND TRANSFER OF DRAINAGE FACILITIES AND PROPERTIES**

This First Amendment ("First Amendment") to the Interlocal Agreement Between King County and the City of Kenmore for the Provision of Surface Water Services and Transfer of Drainage Facilities and Properties, dated August 30, 1998, ("Agreement") provides for the transfer from King County ("County") to the City of Kenmore ("Kenmore" or "City") of King County owned drainage-related properties and facilities to the City, in accordance with Sections VIII and XI.D of the Agreement (the County and the City are hereinafter collectively referred to as the "Parties").

Under the terms of the Agreement, the County transferred County-owned and/or -maintained drainage-related facilities and properties to the City on the occasion of the incorporation of the City. Under the terms of Section VIII.C. of the Agreement, additional County-owned or -maintained drainage facilities and properties that the County and the City identify as needing to be transferred to the City are authorized to be transferred to the City through an amendment to the Agreement in accordance with Section XI.D. The Parties agree that four additional properties and facilities, as identified in the table below, should be transferred to the City:

Property Tax Account Number	Property Name	Drainage Facilities Residing on Property
176280-0090	Cort Ridge Tr A	DETENTION TANK AND BIOSWALE, 12" CPEP PIPE CONNECTION
619050-0520	Northshore Glen / Tr A	POND, 18" CPEP PIPE CONNECTION
619050-0530	Northshore Glen / Tr B	POND, 18" CPEP PIPE CONNECTION
083700-0170	Bixby Knoll #1 / Tracts A, B, C	POND, 12" CONCRETE PIPE CONNECTION

Upon execution of this First Amendment, the drainage facilities identified in the table above shall be transferred to the City, and the City shall assume ownership and full and complete responsibility for the operation, maintenance, repairs, and any subsequent improvements to the drainage facilities. The associated real property interests shall be transferred to the City by Quitclaim Deed, a copy of the form of which is attached to this First Amendment as First Amendment Exhibit One.

Upon being signed by both Parties, this First Amendment shall constitute an amendment to the Agreement and shall be attached to the Agreement. All other terms of the Agreement not altered by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the 14th day of June, 2016.

Approved as to Form

King County



Joseph Rochelle
Senior Deputy Prosecuting Attorney



Mark Isaacson
Director, Water and Land Resources Division

Approved as to Form

City of Kenmore

Name: _____

Title: _____



Name: ROB KARUNSE

Title: CITY MANAGER

AFTER RECORDING RETURN TO:

QUITCLAIM DEED

Grantor -- King County, Washington

Grantee --

Legal ----

Tax Acct. --

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, receipt of which is hereby acknowledged, conveys and quitclaims to Grantee, the **City of Kenmore, a municipal corporation of the State of Washington**, the following real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference including after acquired title.

GRANTOR

KING COUNTY

BY: _____
Anthony Wright, Director, Facilities Management Division

DATE:

Approved as to Form:

BY: _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY WRIGHT, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Washington, residing
at _____

City and State

Signature

Printed Name

My appointment expires _____