



# City Council, Regular Meeting

## AGENDA

6:30 pm – 10:00 pm

April 18, 2017

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

**Approval of Agenda**

**Presentations/Proclamations**

**Estimate time**

**6:35 pm**

- Presentation: Republic Services Donation

**Student Liaison Reports**

**Public Comment**

**6:40 pm**

**Note:** *This is an opportunity for the public to address the Council. Three-minutes limit per person or five-minutes if representing the official position of a recognized community organization. If you would like to show a video or PowerPoint, it must be submitted or emailed by 5 pm, the end of the business day, to the City Clerk, Melonie Anderson at [manderson@sammamish.us](mailto:manderson@sammamish.us). Please be aware that Council meetings are videotaped and available to the public.*

**Consent Calendar**

**7:10 pm**

- Payroll for period ending March 31, 2017 for pay date April 5, 2017 in the amount of \$ 360,459.81
- 1. **Approval:** Claims For Period Ending April 18, 2017 In The Amount Of \$1,853,276.69 For Check No. 46972 Through 47102
- 2. **Resolution:** Granting Final Plat Approval Of The Cambridge Issaquah Falls Subdivision (AKA Copper Ridge) (15 Lots)
- 3. **Resolution:** Granting Final Plat Approval To The Plat Of Gabrielle's Place (14 Lots)
- 4. **Resolution:** Appointing One Member To The Sammamish Planning Commission

City Council meetings are wheelchair accessible. American Sign Language (ASL) interpretation is available upon request. Please phone (425) 295-0500 at least 48 hours in advance. Assisted Listening Devices are also available upon request.

5. **Approval:** Purchase of King County Surplus Property at Sahalee Way NE
6. **Approval:** Minutes from the April 4, 2017 Regular Meeting
7. **Approval:** Notes from the April 11, 2017 Study Session

**Public Hearings**

**Unfinished Business**

**New Business**

8. **Contract:** Transportation Master Plan Consultant/Fehr & Peers **7:15 pm**
9. **Resolution:** Setting A Public Hearing Date To Consider The Vacation Of A Portion Of 215<sup>th</sup> Avenue NE **7:30 pm**
10. **Resolution:** Setting A Public Hearing Date To Consider The Vacation Of A Portion Of SE 28<sup>th</sup> Street **7:40 pm**

**Council Reports/ Council Committee Reports** **7:50 pm**

**City Manager Report** **8:10 pm**

**Executive Session – Potential Litigation pursuant to RCW42.30.110 (1)(i)** **8:15 pm**

**Adjournment** **8:30 pm**

## AGENDA CALENDAR

Meeting Date	Packet Material Due	Time	Meeting Type	Topics
<b>May 2017</b>				
<b>Mon 5/01</b>	4/26	4:30 pm	Study Session	Discussion: Sign Code Update Discussion: Regional Stormwater
<b>Tues 5/02</b>	4/26	6:30 pm	Regular Meeting	Department Report: Public Works Department Report: Finance Ordinance: First Reading Electrical Code Adoption Ordinance: First Reading Amending the Biennial Budget (carryforward requests) Public Hearing/Ordinance: First Reading Sign Code Update Interlocal Agreement: Issaquah School District Joint-Use Agreement  <u>Consent:</u> Proclamation: Affordable Housing Week Contract: Louis Thompson Hill Landslide Area Design Consultant/TBD Bid Award: 2017 Sidewalk Repair & ADA Ramp Retrofit/TBD Bid Award: Guardrail Repair Projects/TBD
<b>Tues 5/09</b>	5/03	5:00 pm  6:30 pm	Joint Study Session with Parks Commission & Planning Commission  Study Session	Discussion: Urban Forestry Management Plan Scope of Work Discussion: Land Acquisition Study Discussion: Parks, Recreation and Open Space (PRO) Plan Update  Discussion: Sign Code Update Department Report: Community Development Discussion: Development Code Update

<b>Tues 5/16</b>	5/10	6:30 pm	Regular Meeting	<p>Department Report: Police                      Ordinance: Second Reading Sign Code Update                      Hand-Off/Discussion: 2018-2023 Capital Plans</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> </ul> <p>Public Hearing: Resolution: King County Public Benefit Rating System (PBRs) application/Pfaffe</p> <p><u>Consent:</u>                      Ordinance: Second Reading Amending the Biennial Budget (carryforward requests)                      Contract: Fourth on the Plateau Fireworks                      Contract: Fourth on the Plateau Event Lighting                      Resolution: Youth Board Appointments                      Contract: City Hall Space Planning Consultant/TBD                      Bid Award: Sammamish Landing ADA Improvements/TBD                      Ordinance: Second Reading Electrical Code Adoption</p>
<b>June 2017</b>				
<b>Mon 6/05</b>	5/31	4:30 pm	Study Session	<p>Discussion: R-1 Land Use Density Analysis                      Discussion: Title 24 Comprehensive Planning Process &amp; Procedures Update</p>

<b>Tues 6/06</b>	5/31	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading Title 24 Comprehensive Planning Process &amp; Procedures Update Public Hearing: 2018-2023 Capital Plans</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> </ul> <p>Resolution: Approving King County Animal Services Contract (Tentative)</p> <p><u>Consent:</u> Bid Award: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project/TBD Bid Award: SE 4<sup>th</sup> Roadway Improvement Project/TBD Bid Award: Major Stormwater Drainage Facility Repairs &amp; Solutions/TBD Bid Award: Inglewood Hill Overlay Project/TBD Bid Award: 2017 Citywide Pavement Overlay Contract/TBD Bid Award: 212<sup>th</sup> Improvement Project (Snake Hill)/TBD Bid Award: Overlay Construction Support Contract</p>
<b>Tues 6/13</b>	6/07	6:30 pm	Study Session	<p>Discussion: Land Acquisition Strategy &amp; Policy Discussion: 2018-2023 Capital Plans (if needed)</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> </ul>
<b>Tues 6/20</b>	6/14	6:30 pm	Regular Meeting	<p>Presentation: Economic Development Analysis Final Report Presentation: Emergency Management Update Resolution: Adopting 2018-2023 Capital Plans</p> <ul style="list-style-type: none"> <li>• Parks Capital Improvement Plan</li> <li>• Stormwater Capital Improvement Plan</li> <li>• Transportation Improvement Plan</li> <li>• Information Technology Capital Improvement Plan</li> </ul> <p><u>Consent:</u> Bid Award: SE 4<sup>th</sup> Street Improvement Project/TBD Bid Award: Louis Thompson Hill Landslide Area Project/TBD Ordinance: Second Reading Title 24 Comprehensive Planning Process &amp; Procedure Update Resolution: Project Acceptance Intelligent Transportation System Phase I</p>

<b>Thurs 6/29</b>		2:00 pm	Finance Retreat	Council Chambers
<b>July 2017</b>				
<b>Mon 7/03</b>	6/28	4:30 pm	Study Session	Meeting Cancelled
<b>Weds 7/05</b>	6/28	6:30 pm	Regular Meeting	Meeting Cancelled
<b>Mon 7/10</b>	7/05	4:30 pm	Special Study Session	Discussion: Transportation Master Plan Discussion: Stormwater Rate Study Update
<b>Tues 7/11</b>	7/05	6:30 pm	Special Meeting	Public Hearing/Ordinance: First Reading Comprehensive Plan Amendments Transportation Element Presentation & Discussion: Introduction to Land Acquisition Policy Ordinance: First Reading: Inglewood Historic Plat Drainage Requirements Ordinance: First Reading Stormwater Maintenance Code Updates Executive Session: Potential Land Acquisition  <u>Consent:</u> Bid Award: Sahalee Way Stormwater Tightline Project (not related to Sahalee Way Project)/TBD
<b>Tues 7/18</b>	7/12	6:30 pm	Regular Meeting	Ordinance: Second Reading Comprehensive Plan Amendments Transportation Element Resolution: Adopting a Land Acquisition Policy Ordinance: Second Reading: Inglewood Historic Plat Drainage Requirements Ordinance: Second Reading Stormwater Maintenance Code Updates  <u>Consent:</u> Bid Award: 2017 Crack Seal/TBD Bid Award: 2017 Intersection Improvement Project/TBD Bid Award: 2017 Neighborhood Transportation Projects /TBD Bid Award: 2017 Sidewalk Project/TBD Contract: Urban Forestry Management Plan Consultant/TBD
<b>Aug 2017</b>			No meetings	
<b>Sept 2017</b>				
<b>Mon 9/04</b>	8/30	4:30 pm	Study Session	
<b>LABOR DAY</b>				

<b>Tues 9/05</b>	8/30	6:30 pm	Regular Meeting	Public Hearing/Ordinance: First Reading Stormwater Rate Update Public Hearing/Ordinance: First Reading Comprehensive Plan Amendments Capital Facilities Element  <u>Consent:</u> Bid Award: Enhanced Crosswalk on ELSP near SE 33 <sup>rd</sup> Street/TBD Resolution: Inglewood Hill Stormwater Quality Retrofit Project Acceptance
<b>Tues 9/12</b>	9/06	6:30 pm	Study Session	Discussion: Parks, Recreation and Open Space (PRO) Plan Update Discussion: Human Services Needs Assessment Discussion: Communications Strategic Plan Discussion: Zackuse Creek Culvert Replacement Project & Basin Plan Update
<b>Tues 9/19</b>	9/13	6:30 pm	Regular Meeting	Department Report: Public Works Department Report: Parks & Recreation Resolution: Adopting Internet Usage & Social Media Policies Ordinance: Second Reading Comprehensive Plan Amendments Capital Facilities Element  <u>Consent:</u> Contract: Zackuse Creek Basin Plan Consultant/TBD Ordinance: Second Reading Stormwater Rate Update
<b>Oct 2017</b>				
<b>Mon 10/02</b>	9/27	4:30 pm	Study Session	Department Report: Police Discussion: Police Services Analysis Discussion: Parking Ordinance Discussion: Inattentive Driving Ordinance
<b>Tues 10/03</b>	9/27	6:30 pm	Regular Meeting	Department Report: Fire Department Report: Administrative Services Resolution: Adopting Human Services Needs Assessment Discussion: Communications Strategic Plan  <u>Consent:</u> Bid Award: City Hall Space Planning Project/TBD
<b>Tues 10/10</b>	10/04	6:30 pm	Study Session	Discussion: Transportation Master Plan Discussion: Parks, Recreation and Open Space (PRO) Plan Update Discussion: Big Rock Park Site B Master Plan Update

<b>Tues 10/17</b>	10/11	6:30 pm	Regular Meeting	<p>Department Report: Finance</p> <p><u>Consent:</u>  Contract: Intelligent Transportation System Phase II Design/TBD  Resolution: Beaver Lake Preserve Project Acceptance  Resolution: Skyline High School Turf Replacement Project Acceptance</p>
<b>Nov 2017</b>				
<b>Mon 11/06</b>	11/07	4:30 pm	Study Session	<p>Discussion: Emergency Management Update  Discussion: Business Continuity Plan (Information Technology)</p> <p><u>Consent:</u>  Bid Award: 2017 Asphalt Patching/TBD</p>
<b>Tues 11/07</b>	11/07	6:30 pm	Regular Meeting	<p>Public Hearing/Ordinance: First Reading School Impact Fee Update  Public Hearing/Ordinance: First Reading Mid-Biennial Budget Update  Public Hearing/Ordinance: First Reading and Public Hearing: 2018 Property Tax Levy  Ordinance: First Reading City Parking Regulations  Ordinance: First Reading Inattentive Driving Regulations</p> <p><u>Consent:</u></p>
<b>Tues 11/14</b>	11/14	6:30 pm	Study Session	<p>Discussion: Parks, Recreation and Open Space (PRO) Plan Update  Discussion: YMCA Property  Discussion: Transportation Master Plan</p>
<b>Tues 11/21</b>	11/21	6:30 pm	Regular Meeting	<p>Discussion: Maintenance Facility Strategic Plan</p> <p><u>Consent:</u>  Ordinance: Second Reading City Parking Regulations  Ordinance: Second Reading Inattentive Driving Regulation  Ordinance: Third Reading Consolidated Annual Amendment of Comprehensive Plan  Ordinance: Second Reading School Impact Fee Updates  Ordinance: Second Reading Mid-Biennial Budget  Ordinance: Second Reading Property Tax Levy Rate  Resolution: Fee Schedule  Resolution: Salary Schedule  Resolution: Medical Premium Co-Pay</p>
<b>Dec 2017</b>				

<b>Mon 12/04</b>	11/29	4:30 pm	Study Session	
<b>Tues 12/05</b>	11/29	5:00 pm  6:30 pm	Joint Study Session with Planning Commission  Regular Meeting	Department Report: Community Development Resolution: Adopting the Communications Strategic Plan  <u>Consent:</u> Contract: Electrical Inspections/TBD Contract: Electrical Inspections (2)/TBD Contract: ADA Transition Plan Consultant/TBD Contract: Water Quality Monitoring Strategic Plan/TBD Contract: Park Landscape Maintenance/TBD Contract: ROW Landscape Maintenance/TBD Contract: ROW Slope Mowing/TBD Contract: Street & Park Sweeping/TBD Contract: Custodial Services/TBD Contract: Vactoring Services/TBD Contract: Tree Services/TBD Contract: Fence Repair/TBD
<b>Mon 12/11</b>		6:30 pm		Volunteer Recognition Banquet
<b>Tues 12/12</b>	12/06	6:30 pm	Study Session	Discussion: Parks, Recreation and Open Space (PRO) Plan Update
<b>Tues 12/19</b>	12/13	6:30 pm	Regular Meeting	
<b>Jan 2018</b>				
<b>Mon 1/1</b>				New Year's Day – City Offices Closed
<b>Tues 1/2</b>	12/26	6:30 pm	Regular Meeting	Oath of Office – New Councilmembers Election: Mayor/Deputy Mayor  <u>Consent</u> Contract: Beaver Lake Park Phase 1 Improvement Project Design Consultant/TBD
<b>Tues 1/9</b>	1/3	6:30 pm	Study Session	
<b>Tues 1/16</b>	1/10	6:30 pm	Regular Meeting	

	To Be Scheduled	Parked Items	Parked Items
	<ul style="list-style-type: none"> <li>• Traffic Impact Fee Update</li> <li>• Discussion: Concurrency Ordinance</li> <li>• Contract: SE 24<sup>th</sup> St Sidewalk Design/TBD</li> <li>• Lk. Sammamish Water Level</li> <li>• Growth Centers</li> </ul> <p>Approval: 2017 Non-Motorized Transportation Project &amp; Consultant Contract/TBD</p> <p>Approval: 2017 Intersection Improvement Project &amp; Consultant Contract/TBD</p> <p>Approval: 2017 Neighborhood Transportation Projects &amp; Consultant Contract/TBD</p> <p>Presentation &amp; Discussion: Beaver Lake Way/Drive SE Neighborhood Traffic Improvement Project</p>	<ul style="list-style-type: none"> <li>• Drones in Parks</li> <li>• Mountains to Sound Greenway</li> <li>• Sustainability/Climate Change</li> <li>• Review of regulations regarding the overlay areas, low impact development and special protection areas for lakes</li> </ul>	<ul style="list-style-type: none"> <li>• Discussion: Inner City Bus Service</li> <li>• Good Samaritan Law</li> <li>• Recycled Bags</li> </ul>

# April 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27 <b>6:30 pm</b> Arts Commission Regular Meeting	28	29 <b>6:00 pm</b> Open House Zackuse Creek Fish Passage Restoration Project	30	31	1 <b>10:00 am</b> Volunteer at Evans Creek Preserve
2	3 <b>4:30 pm</b> City Council Study Session	4 <b>5:00 pm</b> City Council Office Hour <b>6:30 pm</b> City Council Regular Meeting	5 <b>6:30 pm</b> Parks and Recreation Commission Meeting - Canceled	6 <b>9:30 am</b> Finance Committee <b>5:00 pm</b> Joint Meeting with Parks & Recreation Commission and Planning Commission <b>5:00 pm</b> Planning Commission Meeting <b>6:30 pm</b> Parks and Recreation Commission Meeting	7	8
9 <b>9:00 am</b> Sammamish Spring Recycling Collection Event & Bin Sale	10	11 <b>6:30 pm</b> City Council Study Session	12 <b>1:30 pm</b> Human Services Committee Meeting	13	14 <b>8:30 am</b> "Slash and Burn" Art Exhibit	15 <b>10:00 am</b> Eggstravagaza
16	17	18 <b>6:30 pm</b> City Council Regular Meeting	19 <b>6:00 pm</b> Sammamish Youth Board	20 <b>6:30 pm</b> Planning Commission Meeting	21	22 <b>10:00 am</b> Sammamish Walks <b>10:00 am</b> Earth Day in Sammamish
23	24	25	26	27	28	29

	<b>6:30 pm</b> Arts Commission Regular Meeting	<b>6:30 pm</b> East Lake Sammamish Trail-Phase 2B Public Meeting		<b>1:00 am</b> Artists' Opening Reception - "Slash and Burn" Exhibit  <b>5:00 pm</b> Roundtable on City Finances		
30	<b>4:30 pm</b> City Council Study Session	<b>5:00 pm</b> City Council Office Hour <b>6:30 pm</b> City Council Regular Meeting	<b>6:30 pm</b> Parks and Recreation Commission Meeting	<b>6:30 pm</b> Planning Commission Meeting - Canceled		<b>1:00 pm</b> Au-Some Artists Movin' and Groovin'!

## May 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
30	1 <b>4:30 pm</b> City Council Study Session	2 <b>5:00 pm</b> City Council Office Hour <b>6:30 pm</b> City Council Regular Meeting	3 <b>6:30 pm</b> Parks and Recreation Commission Meeting	4 <b>6:30 pm</b> Planning Commission Meeting - Canceled	5	6 <b>1:00 pm</b> Au-Some Artists Movin' and Groovin'!
7	8	9 <b>5:00 pm</b> Joint Meeting with Parks Commission and Planning Commission <b>6:30 pm</b> City Council Study Session	10 <b>1:30 pm</b> Human Services Task Force Meeting <b>4:00 pm</b> Sammamish Farmers Market	11 <b>9:30 am</b> Finance Committee Meeting <b>6:30 pm</b> Land Acquisition Strategy Public Meeting #2	12	13
14	15	16 <b>6:30 pm</b> City Council Regular Meeting	17 <b>4:00 pm</b> Sammamish Farmers Market <b>6:00 pm</b> Sammamish Youth Board	18 <b>6:30 pm</b> Planning Commission Meeting	19	20 <b>10:00 am</b> Rig-A-Palooza
21	22 <b>6:30 pm</b> Arts Commission Regular Meeting	23 <b>6:00 pm</b> PRO Plan Public Meeting #1	24 <b>4:00 pm</b> Sammamish Farmers Market	25	26	27
28	29 <b>12:00 am</b> Memorial Day (Observed) - City offices closed	30	31 <b>4:00 pm</b> Sammamish Farmers Market	1 <b>6:30 pm</b> Planning Commission Meeting	2 <b>5:00 pm</b> Skate Competition	3
4	5 <b>4:30 pm</b> City Council Study Session	6 <b>5:00 pm</b> City Council Office Hour	7 <b>4:00 pm</b> Sammamish Farmers Market	8	9	10

		<b>6:30 pm</b> City Council Regular Meeting	<b>6:30 pm</b> Parks and Recreation Commission Meeting			
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# Presentation



*REPUBLIC*  
***SERVICES***





# MEMORANDUM

**TO:** Melonie Anderson/City Clerk  
**FROM:** Marlene/Finance Department  
**DATE:** April 13, 2017  
**RE:** Claims for April 18, 2017

\$ 357,089.40  
 1,426,502.93  
 69,684.36

### Top 10 Over \$10,000 Payments

Eastside Fire & Rescue	\$598,337.66	Fire Services - April 2017
Marshbank Construction	\$325,085.75	Inglewood Hill Stormwater Retrofit
Perteet	\$88,932.49	SE 4th Improvement Project
Pro-Vac	\$53,547.10	Stormwater System Cleaning - Jan - Feb 2017
Kenyon Disend	\$42,102.96	Attorney Services - February 2017
CDW	\$29,050.48	IT Supplies & Licenses
Pro-Vac	\$27,251.43	Stormwater System Cleaning - March 2017
Envirotech Services	\$27,022.49	Ice Slicer
Demarche Consulting	\$20,135.00	Maintenance Mgmt Support - March 2017
KPG Interdisciplinary Design	\$19,795.36	On Call Engineering & Design Support

**TOTAL \$ 1,853,276.69**

**Check #46972 - # 47102**

357,089.40 +  
 1,426,502.93 +  
 69,684.36 +  
 1,853,276.69 +

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 4/5/2017 - 9:28 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
46972	04/05/2017	AWCLIF	Association of Washington Cities	231.60	46,972
46973	04/05/2017	AWCMED	AWC Employee BenefitsTrust	166,393.34	46,973
46974	04/05/2017	COMCAST2	Comcast	378.41	46,974
46975	04/05/2017	ICMA401	ICMA 401	51,536.26	46,975
46976	04/05/2017	ICMA457	ICMA457	15,902.51	46,976
46977	04/05/2017	IDHW	Idaho Child Support Receipting	200.00	46,977
46978	04/05/2017	ISD	Issaquah School District	44,241.00	46,978
46979	04/05/2017	KINGPET	King County Pet Licenses	385.00	46,979
46980	04/05/2017	LWSD	Lake Washington School Dist	62,164.50	46,980
46981	04/05/2017	LEGALSHI	Legal Shield	121.60	46,981
46982	04/05/2017	NAVIA	Navia Benefits Solution	1,863.47	46,982
46983	04/05/2017	PSE	Puget Sound Energy	11,138.07	46,983
46984	04/05/2017	SAM	Sammamish Plateau Water Sewer	668.07	46,984
46985	04/05/2017	WASUPPOR	Wa State Support Registry	830.57	46,985
46986	04/05/2017	WATREAS	Wa State Treasurer	1,035.00	46,986
Check Total:				357,089.40	

## Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 4/12/2017 - 3:29 PM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
46987	04/18/2017	AWCPD	Assoc of Wa City Planning Directors	300.00	46,987
46988	04/18/2017	BACKGROU	Background Source Intl	82.00	46,988
46989	04/18/2017	BADGLEY	Badgley Landscape LLC	12,197.63	46,989
46990	04/18/2017	BATTERIE	Batteries + Bulbs	1,664.31	46,990
46991	04/18/2017	BELLCITY	City Of Bellevue	17,336.50	46,991
46992	04/18/2017	BELZAK	Steve Belzak	105.34	46,992
46993	04/18/2017	BHC	BHC Consultants, LLC	4,690.00	46,993
46994	04/18/2017	BLACKBUR	Kimberly Blackburn	300.00	46,994
46995	04/18/2017	BMI	Broadcast Music, Inc	342.00	46,995
46996	04/18/2017	BOWLING	Michelle Bowling	132.00	46,996
46997	04/18/2017	BRS	Barker Rinker Seacat Architecture	1,510.44	46,997
46998	04/18/2017	BUILDERS	Builders Exchange of WA	91.80	46,998
46999	04/18/2017	CDW	CDW Govt Inc	29,050.48	46,999
47000	04/18/2017	CENTRALW	Central Welding Supply	402.79	47,000
47001	04/18/2017	COMCAST2	Comcast	9.44	47,001
47002	04/18/2017	COMCAST3	Comcast	1,287.42	47,002
47003	04/18/2017	CONSOLID	Consolidated Press	9,712.43	47,003
47004	04/18/2017	COSTCO	Costco Wholesale	704.08	47,004
47005	04/18/2017	CRHOME	CR Home Builders LLC	7,500.00	47,005
47006	04/18/2017	CUNNINGH	J. A. Cunningham Consulting LLC	1,680.00	47,006
47007	04/18/2017	DAILY	Daily Journal of Commerce	708.00	47,007
47008	04/18/2017	DEMARCHE	Demarche Consulting Group Inc	20,135.00	47,008
47009	04/18/2017	DONOVAN	Darci Donovan	58.42	47,009
47010	04/18/2017	EASTFIRE	Eastside Fire & Rescue	598,337.66	47,010
47011	04/18/2017	ECOTONE	Ecotone Commissioning Group LL	3,415.50	47,011
47012	04/18/2017	ECS	Environmental Chemical Solutions Inc	584.27	47,012
47013	04/18/2017	ENGECONO	Engineering Economics, Inc.	2,692.35	47,013
47014	04/18/2017	ENVIROTE	Envirotech Services, Inc	27,022.49	47,014
47015	04/18/2017	FASTENAL	Fastenal Industrial Supplies	1,411.84	47,015
47016	04/18/2017	FASTSIGN	Fastsigns Bellevue	144.88	47,016
47017	04/18/2017	FIREPROT	Fire Protection, Inc.	944.76	47,017
47018	04/18/2017	FRANCO2	USPS CMRS-FP	2,500.00	47,018
47019	04/18/2017	FRONTIR2	Frontier	396.34	47,019
47020	04/18/2017	Garretso	Lin Garretson	857.28	47,020
47021	04/18/2017	GRAINGER	Grainger	237.15	47,021
47022	04/18/2017	GRAYOS	Gray & Osborne, Inc.	10,203.39	47,022
47023	04/18/2017	GREATAME	Great America Financial Services	130.31	47,023
47024	04/18/2017	HAINES	Eric Haines	700.00	47,024
47025	04/18/2017	HANKINS	Chris Hankins	83.64	47,025
47026	04/18/2017	HENDRIKU	Hendrikus Organics, Inc.	8,376.75	47,026
47027	04/18/2017	HOGAN	D. A. Hogan & Assoc., Inc	1,200.00	47,027
47028	04/18/2017	HOMEDE	Home Depot	837.91	47,028
47029	04/18/2017	HONEY	Honey Bucket	3,027.50	47,029
47030	04/18/2017	ISSCITY	City Of Issaquah	4,918.38	47,030
47031	04/18/2017	JAYMARC	Jaymarc AV	328.21	47,031
47032	04/18/2017	JCWILDLI	JC Wildlife Consultant	1,000.00	47,032
47033	04/18/2017	JOHNSONK	Kevin Johnson	27.29	47,033
47034	04/18/2017	KELLER	Mike Keller	48.15	47,034
47035	04/18/2017	KENYON2	Kenyon Disend PLLC	42,102.96	47,035
47036	04/18/2017	KINGREAL	King County Real Estate Services	500.00	47,036

Check	Date	Vendor No	Vendor Name	Amount	Voucher
47037	04/18/2017	KINGTREA	King County Treasury Div	1,197.00	47,037
47038	04/18/2017	KIRKBRIA	Brian Kirkland	56.39	47,038
47039	04/18/2017	KPG	KPG Interdisciplinary Design	19,795.36	47,039
47040	04/18/2017	LAKESIDE	Lakeside Industries	820.16	47,040
47041	04/18/2017	LESSCHWA	Les Schwab Tire Center	61.59	47,041
47042	04/18/2017	LEXIS	Lexis Nexis Risk Data Mgmt	54.30	47,042
47043	04/18/2017	MAILPO	Mail Post	798.13	47,043
47044	04/18/2017	MARSHBAN	Marshbank Construction	325,085.75	47,044
47045	04/18/2017	McGRUFF	McGruff Safe Kids	297.00	47,045
47046	04/18/2017	MINUTE	Minuteman Press	1,100.50	47,046
47047	04/18/2017	MITEL	Mitel Business Systems, Inc	7,343.08	47,047
47048	04/18/2017	MOBERLY	Lynn Moberly	12,417.00	47,048
47049	04/18/2017	MSC	MSC Industrial Supply Co	506.63	47,049
47050	04/18/2017	NAPA	NAPA Auto Parts	233.93	47,050
47051	04/18/2017	NAVIA	Navia Benefits Solution	147.00	47,051
47052	04/18/2017	NESAM	NE Sammamish Sewer & Water	138.68	47,052
47053	04/18/2017	NEWPIG	New Pig Corp	123.50	47,053
47054	04/18/2017	NORTHSOU	North Sound Industires, Inc.	3,679.85	47,054
47055	04/18/2017	ODELL	Thomas Odell	1,594.54	47,055
47056	04/18/2017	OGLIORE	Alison Ogliore	110.00	47,056
47057	04/18/2017	OSBORNJ	Jason Osborn	228.46	47,057
47058	04/18/2017	OTAK	Otak	10,774.98	47,058
47059	04/18/2017	PACAIR	Pacific Air Control, Inc	2,694.48	47,059
47060	04/18/2017	PACSOIL	Pacific Topsoils, Inc	964.62	47,060
47061	04/18/2017	PAPE	Pape Machinery	11,110.38	47,061
47062	04/18/2017	PERTEET	Perteet, Inc.	88,932.49	47,062
47063	04/18/2017	PHILIPSP	Philips Publishing Group	3,365.30	47,063
47064	04/18/2017	POA	Pacific Office Automation	2,868.73	47,064
47065	04/18/2017	Provac	PRO-VAC	27,251.43	47,065
47066	04/18/2017	PSE	Puget Sound Energy	12,917.45	47,066
47067	04/18/2017	RAINIER	Rainier Wood Recyclers Inc	25.00	47,067
47068	04/18/2017	REDMOND	City Of Redmond	34.00	47,068
47069	04/18/2017	RHOMAR	Rhomar Industries, Inc	5,729.53	47,069
47070	04/18/2017	ROTARSAM	Rotary Club of Sammamish	156.00	47,070
47071	04/18/2017	SEATIM	Seattle Times	2,995.14	47,071
47072	04/18/2017	SECUREAS	Secure A Site, Inc	94.61	47,072
47073	04/18/2017	SEQUOYAH	Sequoyah Electric, LLC	7,485.34	47,073
47074	04/18/2017	SITEONE	Site One Landscape Supply LLC	9,089.56	47,074
47075	04/18/2017	STANTEC	Stantec Consulting Services	6,737.48	47,075
47076	04/18/2017	STAPLES	Staples Advantage	1,964.26	47,076
47077	04/18/2017	STUCKER	Shawn Stucker	167.52	47,077
47078	04/18/2017	SUBPROPA	Suburban Propane	2,187.62	47,078
47079	04/18/2017	SUGG	Michael Sugg	40.02	47,079
47080	04/18/2017	SUNBELT	Sunbelt Rentals	768.99	47,080
47081	04/18/2017	TAGS	Tags Awards & Specialties	179.03	47,081
47082	04/18/2017	TRANSOLU	Transportation Solutions, Inc	1,652.50	47,082
47083	04/18/2017	TREESOLU	Tree Solutions Inc	600.00	47,083
47084	04/18/2017	TRIANGLE	Triangle Associates, Inc	411.12	47,084
47085	04/18/2017	ULINE	ULINE Shipping Supplies	157.37	47,085
47086	04/18/2017	UPS	United Parcel Service	6.12	47,086
47087	04/18/2017	UTILITIE	Utilities Underground Location Ctr	616.62	47,087
47088	04/18/2017	VALDERRA	Ramiro Valderrama-Aramayo	281.33	47,088
47089	04/18/2017	VERIZON	Verizon Wireless	10,168.81	47,089
47090	04/18/2017	VERMEER	Vermeer NW Sales, Inc	4,380.00	47,090
47091	04/18/2017	VOYAGER	Voyager	4,321.04	47,091
47092	04/18/2017	WAPOISON	Wa Poison Center	625.00	47,092
47093	04/18/2017	WARNES	Dee Warnes	114.96	47,093
47094	04/18/2017	WESSPUR	WesSpur Tree Equipment, Inc.	705.28	47,094
47095	04/18/2017	WESTERNE	Western Entrance Tech LLC	963.60	47,095

Check	Date	Vendor No	Vendor Name	Amount	
47096	04/18/2017	WORKSAFE	A Work Safe Service, Inc	550.00	47,096
47097	04/18/2017	WORLDCLA	Worldclass Athletic Surfaces	2,233.00	47,097
47098	04/18/2017	WSDA	Wa State Dept of Agriculture	33.00	47,098
47099	04/18/2017	ZUMAR	Zumar Industries, Inc.	2,331.28	47,099
				<hr/>	
				<hr/>	
				Check Total:	
				1,426,502.93	
				<hr/>	
				<hr/>	

# Accounts Payable

## Check Register Totals Only

User: mdunham  
 Printed: 4/13/2017 - 8:49 AM



Check	Date	Vendor No	Vendor Name	Amount	Voucher
47100	04/18/2017	BELLCITY	City Of Bellevue	15,731.25	47,100
47101	04/18/2017	MINUTE	Minuteman Press	406.01	47,101
47102	04/18/2017	Provac	PRO-VAC	53,547.10	47,102
				69,684.36	
Check Total:				69,684.36	



# City Council Agenda Bill

**Meeting Date:** April 18, 2017

**Date Submitted:** April 12, 2017

**Originating Department:** Community Development

**Clearances:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Attorney                | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation      |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Eastside Fire and Rescue         | <input type="checkbox"/> Police                  |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Finance & IT                     | <input checked="" type="checkbox"/> Public Works |

**Subject:** A Resolution approving the 15-lot Final Plat for Cambridge Issaquah Falls formerly known as the Copper Ridge subdivision.

**Action Required:** Approve Resolution

- Exhibits:**
1. Resolution
  2. King County Hearing Examiner Report and Decision
  3. Compliance Matrix
  4. King County Recommendation of Final Plat Approval
  5. Map of Final Plat
  6. Vicinity Map

**Budget:** N/A

**Summary Statement:** The developer of the Cambridge Issaquah Falls subdivision (formerly known as Copper Ridge) is seeking to record for Final Plat, which will create 15 single family lots from three existing parcels comprising 2.65 acres zoned residential, 6 units per acre (R-6). The subdivision will allow for detached single-family residential development and set-aside separate tracts for critical area preservation and buffering (Tract A), drainage facilities (Tract B) and recreation space (Tract C).

The property is located on the north side of Issaquah-Fall City Road, west of 245<sup>th</sup> Lane SE, Sammamish WA 98029 and further identified by King County Assessor Parcel Numbers 232406-9022, 142406-9028, and 142406-9024. The property was annexed into City limits on January 1, 2016 by Ordinance No. O2015-393.

**Background:** The Cambridge Issaquah Falls subdivision is located wholly within the Klahanie Annexation area and was incorporated into the City of Sammamish on January 1, 2016 through the Klahanie Annexation. The preliminary plat was processed by King County upon receipt of complete application for subdivision in August 2007 and approved by the King County Hearing Examiner on March 19, 2010. Prior to subdivision, the 3 parcels included 2 pre-existing single-family residences. The King County Hearing Examiner Report and Decision is included as Exhibit 3. The preliminary plat was designed and approved to be constructed in a single phase.

Project SEPA review was conducted by King County with review of the application for subdivision. A SEPA Determination of Non-significance (DNS) was issued for the proposal on January 21, 2010, which provided a 21-day appeal period. No appeals of the SEPA DNS were filed.

Following King County Hearing Examiner approval, project construction began through issuance of construction permits from King County. All active permits were transferred to the City upon annexation and the City has since been responsible for permit administration and inspection, working in conjunction with King County. The applicant has applied for Final Plat approval with the City, such that the Cambridge Issaquah Falls Final Plat may be recorded. King County has provided a recommendation of Final Plat approval.

*Tree Retention:*

The Cambridge Issaquah Falls subdivision application is vested and subject to King County's tree retention requirements in effect on August 16, 2007. Review of project compliance with County tree retention requirements was completed by King County through review and approval of project construction permits prior to the City's annexation of the property. Tree retention was accounted for within the critical areas tract (29 trees in Tract A) at the northwest portion of the property as well as 5 trees outside of the critical areas tract. A performance financial guarantee in the amount of \$55,000 for the recreation equipment in the recreation space, street trees and significant tree replacement was posted with King County.

*Site Improvements Installation:*

Applicant has agreed to complete site improvements. A performance financial guarantee in the amount of \$147,000 for the completion of the right-of-way and site restoration was posted with King County.

*Landscaping and Recreation Improvements Installation:*

Applicant has agreed to install recreation equipment and install and maintain landscaping for the subdivision. A performance financial guarantee in the amount of \$55,000 for the recreation equipment in the recreation space, street trees and significant tree replacement was posted with King County. Additionally, the applicant has agreed to install and maintain significant trees and posted a surety bond of \$5,057.00 with King County.

*Critical Areas Restoration and Mitigation:*

The Final Plat includes one Critical Area Tract (Tract A) for wetland protection. A protective fence and signage was required along the edge of Tract A and has been installed.

*Critical Areas Bond:*

Applicant has agreed to complete critical area mitigation and/or restoration and a performance guarantee for \$22,066 for critical area restoration was posted with King County.

*Impact Fees:*

Pursuant to the Interlocal Agreement with King County regarding the Klahanie Potential Annexation Area (passed by Resolution R2015-648), the City shall assess, collect, and distribute all impact fees after the effective date of annexation for 13 lots. The 2 pre-existing single-family residences will receive impact fee credit.

*Street Impact Fees:*

The balance of the street impact fee will be deferred and therefore paid at the time of either final inspection or the closing of the first sale of the property, whichever occurs first, on a per lot basis.

*School Impact Fees paid to the City of Sammamish:*

The applicant has deferred the collection of school impact fees to either final inspection or the closing of the first sale of the property, whichever occurs first, on a per lot basis.

*Park Impact Fees:*

The applicant has deferred the collection of park impact fees to either final inspection or the closing of the first sale of the property, whichever occurs first, on a per lot basis.

*Conclusion:*

The applicant has demonstrated to the City of Sammamish that all of the Preliminary Plat approval conditions for the Cambridge Issaquah Falls (FKA Copper Ridge) subdivision have been met.

**Financial Impact:** N/A

**Recommended Motion:** Approve the Resolution for the 15-lot Final Plat for Cambridge Issaquah Falls, formerly known as the Copper Ridge subdivision, authorizing the Mayor to sign the Final Plat.



**CITY OF SAMMAMISH  
WASHINGTON  
Resolution No. R2017-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, GRANTING FINAL PLAT APPROVAL  
OF THE CAMBRIDGE ISSAQUAH FALLS SUBDIVISION**

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Cambridge Issaquah Falls subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the 15-lot plat of the Cambridge Issaquah Falls Subdivision;

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

Section 1. Adoption of Hearing Examiner's Findings and Conclusions. The City Council hereby adopts the findings and conclusions included in the King County Hearing Examiner's decision of March 19, 2010 for the preliminary plat approval of the Cambridge Issaquah Falls Subdivision L06P0024.

Section 2. Grant of Approval. The City Council hereby grants final approval to the plat of the Cambridge Issaquah Falls Subdivision (15-lots).

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 18TH DAY OF APRIL 2017.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael Kenyon, City Attorney

Filed with the City Clerk: April 12, 2017

Passed by the City Council:

Resolution No.: R2017-\_\_\_\_\_

March 19, 2010

**OFFICE OF THE HEARING EXAMINER  
KING COUNTY, WASHINGTON**

400 Yesler Way, Room 404  
Seattle, Washington 98104  
Telephone (206) 296-4660  
Facsimile (206) 296-1654  
Email [hearingexaminer@kingcounty.gov](mailto:hearingexaminer@kingcounty.gov)

**REPORT AND DECISION**

**SUBJECT:** Department of Development and Environmental Services File No. **L06P0024**  
Proposed Ordinance No. **2010-0055**

**24424 SUBDIVISION**  
Preliminary Plat Application

**Location:** North side of Issaquah-Fall City Road, east of 244th Place SE

**Applicant:** Kuei-Fang Yushan  
*Represented by* **Shupe Holmberg**  
Encompass Engineering/Baima & Holmberg  
165 NE Juniper Street, Suite 201  
Issaquah, Washington 98027

**King County:** Department of Development and Environmental Services (DDES)  
*represented by* **Kim Claussen**  
900 Oakesdale Avenue SW  
Renton, Washington 98055  
Telephone: (206) 296-7167  
Facsimile: (206) 296-7051

**SUMMARY OF RECOMMENDATIONS/DECISION:**

Department's Preliminary Recommendation:	Approve, subject to conditions
Department's Final Recommendation:	Approve, subject to revised conditions
Examiner's Decision:	Approve, subject to further revised conditions

**EXAMINER PROCEEDINGS:**

Hearing Opened:	March 9, 2010
Hearing Continued:	March 9, 2010

Participants at the public hearing and the exhibits offered and entered are listed in the attached minutes. A verbatim recording of the hearing is available in the office of the King County Hearing Examiner.

FINDINGS, CONCLUSIONS & DECISION: Having reviewed the record in this matter, the Examiner now makes and enters the following:

FINDINGS:

1. **General Information:**

Owner/Developer: Kuei-Fang Yushan  
4957 Lakemont Blvd SE, Suite C #369  
Bellevue, Washington 98006  
(425) 644-6860

Engineer: Encompass/Baima & Holmberg  
165 Juniper St Suite 201  
Issaquah WA 98027  
425-392-0250

STR: 14-24-06

Location: The site is located on the north side of Issaquah-Fall City Road, east of 244th Place SE, unincorporated Issaquah area

Zoning: R-6

Acreage: 2.65 acres

Number of Lots: 15

Density: Approximately 5.66 units per acre

Lot Size: Approximately 3,100-4,500 square feet in size

Proposed Use: Single family detached dwellings

Sewage Disposal: Sammamish Plateau Water and Sewer District

Water Supply: Sammamish Plateau Water and Sewer District

Fire District: King County Fire District No. 10

School District: Issaquah School District No. 411

Application Completeness Date: August 16, 2007

2. Except as modified herein, the facts set forth in the DDES reports to the Examiner and the DDES and King County Department of Transportation (KCDOT) testimony are found to be correct and are incorporated herein by reference.
3. The subject 2.65-acre property lies in the unincorporated area northeast of Issaquah and southeast of Sammamish, on the north side of Issaquah-Fall City Road between 244th Place SE and 247th Place SE, opposite the Pine Lake Middle School campus. Zoned R-6, it is roughly triangular (missing its easterly corner) with the long dimension (what would be the hypotenuse of the triangle) forming the property's public road frontage, on Issaquah-Fall City Road for a length of approximately 473 feet. Issaquah-Fall City Road is an urban principal arterial roadway. The surrounding land use reflects the fairly recent suburbanization of the area, with fairly standard suburban density single-family residential subdivisions of relatively recent construction, remnant semi-rural density residences such as the two presently located onsite, and the relatively new Pine Lake Middle School campus across Issaquah-Fall City Road.
4. The site terrain consists of a gentle grade generally to the northwest, to a wetland depression in the northwest corner which extends offsite to the west and north. Site vegetation consists of grassy areas with scattered trees, and cultivated landscaping around the existing residences and outbuildings. Other than the wetland, no critical areas are present onsite or in close proximity.

5. Applicant Kuei-Fang Yushan proposes subdivision of the property into 15 lots for detached single-family residential development and separate tracts for critical area preservation and buffering (Tract A), drainage facilities (Tract B) and recreation space (Tract C). All of the non-residential tracts are in the northwest corner of the site. (The recreation space is sufficiently centrally located to conform to county code standards.) Access to the proposed lots and separate tracts would be provided by the extension of a short curving cul-de-sac road extending northwesterly from Issaquah-Fall City Road and then quickly curving northeasterly to terminate in a cul-de-sac bulb in the northeastern portion of the site. A short private access tract (Tract E) would extend further easterly from the cul-de-sac bulb to serve Lots 7-9 in the far eastern portion. Lots 1-7 and 15 would also have abutting frontage on the north side of Issaquah-Fall City Road, but direct vehicular access to the road will not be permitted; rather, they shall be restricted to interior road access.
6. From a drainage standpoint, the property is located within a catchment of the Laughing Jacobs Creek sub-basin of the Lake Sammamish watershed. The site is divided into four local sub-basins, each of which drains to a closed depression. In order to ameliorate the potential for adverse offsite impacts (raised by a neighboring property owner who has experienced crawl space flooding in his residence), some minor surface water diversions onsite and a diversion of the existing offsite tributary basin northeast along Issaquah-Fall City Road have been approved by DDES's administrative Drainage Adjustment L08V0074, the conditions of which apply to the proposed subdivision. Drainage treatment will consist of routing most road drainage to catch basins with conveyance to a pre-settling pool and then a sand filter and infiltration pond in the aforementioned Tract B, from which the collected drainage would infiltrate into the ground. Some Issaquah-Fall City Road drainage will be infiltrated in a rain garden/infiltration swale along the property's frontage. Some roof drainage from Lots 1-7 will be routed to a roof infiltration trench paralleling the rain garden/infiltration swale), and roof infiltration trenches will also be located on the north side of Lots 8-11 and on the west side of Lots 12-15. The development is subject to the Conservation flow control and Sensitive Lake water quality standards of the 2005 King County Surface Water Design Manual (KCSWDM); the preponderance of the evidence in the record demonstrates that such standards can be met. No downstream drainage problems are evident that require additional mitigation under the KCSWDM than has been achieved through the Drainage Adjustment and the conceptual drainage plan.
7. Resident schoolchildren in the subdivision development will be bused to their respective schools in the Issaquah School District. (Even though the Pine Lake Middle School campus is directly across the street, the evidence in the record shows that the school district intends to bus the middle school students to their school.) Safe walking conditions from the residential lots to a school bus stop will be provided by the internal road improvements and frontage improvements on Issaquah-Fall City Road. Rather than installing a bus pad waiting area on the property frontage for resident schoolchildren, the applicant desires the option of being permitted to have the school bus stop for the subject development located east of the property frontage, at an existing newly-constructed bus waiting pad at 245th Lane SE. Safe walking conditions exist offsite along Issaquah-Fall City Road to that bus stop waiting pad. The preponderance of the evidence in the record shows that safe walking conditions for resident schoolchildren are sufficiently in place on the potential offsite route to the offsite bus waiting pad, and would be sufficient with the property's internal road and frontage improvements.
8. Sufficient traffic impact mitigation is provided by the standard mitigation review under Title 14 KCC and imposition of Mitigation Payment System (MPS) fees, as reflected in the department report and recommended conditions.

9. Urban water supply and sanitary sewer service is certified as available to the development by the Sammamish Plateau Water and Sewer District.

CONCLUSIONS:

1. The proposed subdivision, as conditioned below, would conform to applicable land use controls. In particular, the proposed type of development and overall density are specifically permitted under the R-6 zone.
2. If approved subject to the conditions below, the proposed subdivision will make appropriate provisions for the topical items enumerated within RCW 58.17.110, and will serve the public health, safety and welfare, and the public use and interest.
3. The conditions for final plat approval set forth below are reasonable requirements and in the public interest.
4. The dedications of land or easements within and adjacent to the proposed plat, as shown on the revised preliminary plat submitted on August 13, 2009, or as required for final plat approval, are reasonable and necessary as a direct result of the development of this proposed plat, and are proportionate to the impacts of the development.

DECISION:

The preliminary plat of the 24424 subdivision, as revised and received August 13, 2009, is approved subject to the following conditions of approval:

1. Compliance with all platting provisions of Title 19A of the King County Code.
2. All persons having an ownership interest in the subject property shall sign on the face of the final plat a dedication that includes the language set forth in King County Council Motion No. 5952.
3. The plat shall comply with the base density and minimum density requirements of the R-6 zone classification. All lots shall meet the minimum dimensional requirements of the R-6 zone classification or shall be shown on the face of the approved preliminary plat, whichever is larger, except that minor revisions to the plat which do not result in substantial changes may be approved at the discretion of the Department of Development and Environment Services.

Any/all plat boundary discrepancy shall be resolved to the satisfaction of DDES prior to the submittal of the final plat documents. As used in this condition, "discrepancy" is a boundary hiatus, an overlapping boundary or a physical appurtenance which indicates an encroachment, lines of possession or a conflict of title.

4. All construction and upgrading of public and private roads shall be done in accordance with the King County Road Standards established and adopted by Ordinance No. 11187, as amended (1993 KCRS).
5. The applicant shall obtain documentation by the King County Fire Protection Engineer certifying compliance with the hydrant location and fire flow standards of Chapter 17.08 KCC.

6. The drainage facilities shall meet the requirements of the 2005 King County Surface Water Design Manual (KCSWDM). The drainage design shall meet at a minimum the Conservation Flow Control and Sensitive Lake Water Quality requirements in the KCSWDM. Note that stormwater infiltration is proposed for the site.
7. Drainage adjustment L08V0074 is approved for this project. All conditions of approval of the adjustment shall be met prior to engineering plan approval.
8. To implement the required Best Management Practices (BMP's) for treatment of stormwater, the final engineering plans and technical information report (TIR) shall clearly demonstrate compliance with all applicable design standards. The requirements for best management practices are outlined in Chapter 5 of the 2005 KCSWDM. The design engineer shall address the applicable requirements on the final engineering plans and provide all necessary documents for implementation. The final recorded plat shall include all required covenants, easements, notes, and other details to implement the required BMP's for site development.
9. The following road improvements are required to be constructed according to the 1993 King County Road Standards (KCRS):

- a. **FRONTAGE:** The frontage of the subdivision along Issaquah-Fall City Road shall be improved to the urban principal arterial standard on the northerly side, including concrete curb, gutter and minimum five-foot wide sidewalk. Left turn channelization, and a roadway illumination system -- both meeting the requirements of the 1993 KCRS -- are also required in accordance with the conditions of approval for Road Variance L08V0087. All conditions of approval for this Road Variance shall be met prior to engineering plan approval.

These improvements shall include a widened sidewalk on the frontage on Issaquah-Fall City Road as needed to provide a concrete 'pad' for school age pedestrians. This widened pad shall be a minimum area of 50 square feet in addition to the standard-width public sidewalk, and be placed at a location that allows the maximum available visibility of school buses that are stopped to load students.

The precise location of the pad shall be determined during engineering plan review, which shall evaluate existing pedestrian conditions and school bus stop locations. If offsite improvements constructed by others (such as the existing pad at 245th Lane SE) are determined satisfactory, and such alternative location is approved in writing by the Issaquah School District as the subject development's assigned bus stop, the widened sidewalk shall not be required on the property frontage.

- b. Additional R/W along the northerly frontage of Issaquah-fall City Road shall be dedicated, to provide a total of 50 feet of R/W from centerline of the existing R/W.
- c. The internal access road shall be improved to the urban minor access street standard, with a cul-de-sac at the easterly end.
- d. The Tract E private access tract shall be improved per Section 2.09 of the KCRS. This Tract shall be owned and maintained by the Lot owners served.
- e. Modifications to the above road conditions may be considered according to the variance provisions in Section 1.08 of the KCRS.

10. There shall be no direct vehicular access to or from Issaquah-Fall City Road from those lots which abut it. A restrictive note to this effect shall appear on the engineering plans and the final plat.
11. All utilities within proposed rights-of-way must be included within a franchise approved by the King County Council prior to final plat recording.
12. The applicant or subsequent owner shall comply with King County Code Chapter 14.75, Mitigation Payment System (MPS), by paying the required MPS fee and administration fee as determined by the applicable fee ordinance. The applicant has the option to either: (1) pay the MPS fee at the final plat recording, or (2) pay the MPS fee at the time of building permit issuance. If the first option is chosen, the fee paid shall be the fee in effect at the time of plat application and a note shall be placed on the face of the plat that reads, "All fees required by King County Code 14.75, Mitigation Payment System (MPS), have been paid." If the second option is chosen, the fee paid shall be the amount in effect as of the date of building permit application.
13. Lots within this subdivision are subject to King County Code Chapter 21A.43, which imposes impact fees to fund school system improvements needed to serve new development. As a condition of final approval, 50 percent of the impact fees due for the plat shall be assessed and collected immediately prior to the recording, using the fee schedules in effect when the plat receives final approval. The balance of the assessed fee shall be allocated evenly to the dwelling units in the plat and shall be collected prior to building permit issuance.
14. Suitable recreation space shall be provided consistent with the requirements of KCC 21A.14.180 and KCC 21A. 14.190 (i.e., sport court[s], children's play equipment, picnic table[s], benches, etc.).
  - a. A detailed recreation space plan (i.e., location, area calculations, dimensions, landscape specs, equipment specs, etc.) shall be submitted for review and approval by DDES and King County Parks prior to or concurrent with the submittal of engineering plans.
  - b. A performance bond for recreation space improvements shall be posted prior to recording of the plat.
15. A homeowners' association or other workable organization shall be established to the satisfaction of DDES which provides for the ownership and continued maintenance of the recreation tract.
16. Street trees shall be provided as follows (per KCRS 5.03 and KCC 21A.16.050):
  - a. Trees shall be planted at a rate of one tree for every 40 feet of frontage along all roads. Spacing may be modified to accommodate sight distance requirements for driveways and intersections.
  - b. Trees shall be located within the street right-of-way and planted in accordance with Drawing No. 5-009 of the 1993 King County Road Standards, unless King County Department of Transportation determines that trees should not be located in the street right-of-way.
  - c. If King County determines that the required street trees should not be located within the right-of-way, they shall be located no more than 20 feet from the street right-of-way line.

- d. The trees shall be owned and maintained by the abutting lot owners *or* the homeowners association or other workable organization unless the county has adopted a maintenance program. Ownership and maintenance shall be noted on the face of the final recorded plat.
  - e. The species of trees shall be approved by DDES if located within the right-of-way, and shall not include poplar, cottonwood, soft maples, gum, any fruit-bearing trees, or any other tree or shrub whose roots are likely to obstruct sanitary or storm sewers, or that is not compatible with overhead utility lines.
  - f. The applicant shall submit a street tree plan and bond quantity sheet for review and approval by DDES prior to engineering plan approval.
  - g. The applicant shall contact Metro Service Planning at (206) 684-1622 to determine if Issaquah-Fall City Road is on a bus route. If so, the street tree plan shall also be reviewed by Metro.
  - h. The street trees must be installed and inspected, or a performance bond posted prior to recording of the plat. If a performance bond is posted, the street trees must be installed and inspected within one year of recording of the plat. At the time of inspection, if the trees are found to be installed per the approved plan, a maintenance bond must be submitted or the performance bond replaced with a maintenance bond, and held for one year. After one year, the maintenance bond may be released after DDES has completed a second inspection and determined that the trees have been kept healthy and thriving.
  - i. A landscape inspection fee shall also be submitted prior to plat recording. The inspection fee is subject to change based on the current county fees.
17. The planter islands (if any) within the cul-de-sac shall be maintained by the abutting lot owners or homeowners association. This obligation shall be stated on the final plat.
18. To implement KCC 21A.38.230 which applies to the site, a detailed tree retention plan shall be submitted with the engineering plans for the subject plat. The tree retention plan (and engineering plans) shall be consistent with the requirements of KCC 21A.38.230. No clearing of the subject property is permitted until the final tree retention plan is approved by LUSD. Flagging and temporary fencing of trees to be retained shall be provided, consistent with KCC 21A.38.230.B.4. The placement of impervious surfaces, fill material, excavation work, or the storage of construction materials is prohibited within the fenced areas around preserved trees, except for grading work permitted pursuant to KCC 21A.38.230.B.4.d.(2).

A note shall be placed on the final plat indicating that the trees shown to be retained on the tree retention plan shall be maintained by the future owners of the proposed lots, consistent with K.C.C. 21A.38.230.B.6. (Note that the tree retention plan shall be included as part of the final engineering plans for the subject plat.)

ORDERED March 19, 2010.



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Peter T. Donahue  
King County Hearing Examiner

### NOTICE OF RIGHT TO APPEAL

In order to appeal the decision of the Examiner, written notice of appeal must be filed with the Clerk of the King County Council with a fee of \$250.00 (check payable to King County Office of Finance) *on or before April 2, 2010*. If a notice of appeal is filed, the original and 6 copies of a written appeal statement specifying the basis for the appeal and argument in support of the appeal must be filed with the Clerk of the King County Council *on or before April 9, 2010*. Appeal statements may refer only to facts contained in the hearing record; new facts may not be presented on appeal.

Filing requires actual delivery to the Office of the Clerk of the Council, Room 1025, King County Courthouse, 516 Third Avenue, Seattle, Washington 98104, prior to the close of business (4:30 p.m.) on the date due. Prior mailing is not sufficient if actual receipt by the Clerk does not occur within the applicable time period. The Examiner does not have authority to extend the time period unless the Office of the Clerk is not open on the specified closing date, in which event delivery prior to the close of business on the next business day is sufficient to meet the filing requirement.

If a written notice of appeal and filing fee are not filed within 14 calendar days of the date of this report, or if a written appeal statement and argument are not filed within 21 calendar days of the date of this report, the decision of the hearing examiner contained herein shall be the final decision of King County without the need for further action by the Council.

MINUTES OF THE MARCH 9, 2010, PUBLIC HEARING ON PLAT APPLICATION 24424,  
DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES FILE NO. L06P0024.

Peter T. Donahue was the Hearing Examiner in this matter. Participating in the hearing were Kimberly Claussen and Bruce Whittaker, representing the Department and Shupe Holmberg representing the Applicant.

The following Exhibits were offered and entered into the record:

- |                  |  |
|------------------|--|
| Exhibit No. 1    | Department of Development and Environmental Services (DDES) file no. L06P0024                                |
| Exhibit No. 2    | DDES Preliminary Report, dated March 9, 2010   |
| Exhibit No. 3    | Application for Land Use Permits received December 18, 2006  |
| Exhibit No. 4    | State Environmental Policy Act (SEPA) checklist received December 18, 2006                                   |
| Exhibit No. 5    | SEPA Determination of Non-Significance issued January 21, 2010   |
| Exhibit No. 6    | Affidavit of Posting indicating a posting date of September 26, 2007; received by DDES on September 27, 2007 |
| Exhibit No. 7    | Revised preliminary plat map received August 13, 2009  |
| Exhibit No. 8a-c | King County Assessor maps SW 14-24-06, SE 15-24-06 and NW 23-24-06   |
| Exhibit No. 9    | Revised conceptual drainage plan, received August 13, 2009   |
| Exhibit No. 10   | Revised Preliminary Technical Information Report, received September 11, 2008                                |

## Exhibit 2

L06P0024—24424

9

- Exhibit No. 11 Surface Water Manual Adjustment no. L08V0074, dated December 9, 2009
- Exhibit No. 12 Road Variance no. L08V0087, dated July 21, 2009
- Exhibit No. 13 Geotechnical Engineering Report, received July 29, 2008
- Exhibit No. 14 Wetland report prepared by AlderNW, dated May 15, 2006
- Exhibit No. 15 Revised conceptual recreation space plan, received August 13, 2009
- Exhibit No. 16 School walkway map, received July 29, 2008
- Exhibit No. 17 Revised language for condition 9a
- Exhibit No. 18 Photograph of newly poured concrete pad on Issaquah-Fall City Road by subject property

PTD:vsm  
L06P0024 RPT

## Exhibit 2

No.	Condition	Response	King County Comment
1	Compliance with all platting provisions of Title 19A of the King County Code.	Acknowledged.	The plat is in compliance
2	All persons having an ownership interest in the subject property shall sign on the face of the final plat a dedication that includes the language set forth in King County Council Motion No. 5952.	Acknowledged. Signature and notarization will be obtained once the final plat map has been approved.	Signature are on the final mylar
3	The plat shall comply with the base density and minimum density requirements of the R-6 zone classification. All lots shall meet the minimum dimensional requirements of the R-6 zone classification or shall be shown on the face of the approved preliminary plat, whichever is larger, except that minor revisions to the plat which do not result in substantial changes may be approved at the discretion of the Department of Development and Environment Services. Any/all plat boundary discrepancy shall be resolved to the satisfaction of DDES prior to the submittal of the final plat documents. As used in this condition, "discrepancy" is a boundary hiatus, an overlapping boundary or a physical appurtenance which indicates an encroachment, lines of possession or a conflict of title.	The plat meets the density requirements for the R-6 zone. No revisions to the preliminary plat were requested. There are no boundary discrepancies.	The lots as shown on the plat are in compliance and consistant with the preliminary plat.
4	All construction and upgrading of public and private roads shall be done in accordance with the King County Road Standards established and adopted by Ordinance No. 11187, as amended (1993 KCRS).	Construction is currently ongoing per the approved engineering plans, which were designed to meet the 1993 KCRS. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans.	The engineering plans are approved the road are designed to King County Standards
5	The applicant shall obtain documentation by the King County Fire Protection Engineer certifying compliance with the hydrant location and fire flow standards of Chapter 17.08 KCC.	Fire marshal approval for the hydrant locations was obtained during the engineering plan review process. The contractor will coordinate fire flow testing.	The fire marshal has approved the fire hydrant location and fire flow test is in the process.
6	The drainage facilities shall meet the requirements of the 2005 King County Surface Water Design Manual (KCSWDM). The drainage design shall meet at a minimum the Conservation Flow Control and Sensitive Lake Water Quality requirements in the KCSWDM. Note that stormwater infiltration is proposed for the site.	This condition was satisfied by approval of the engineering construction plans, which were designed to meet the 2005 KCSWDM requirements. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans.	The engineering plans are approved the drainage is designed to King County conservation flow control and lake sensitive water quality standards.

No.	Condition	Response	King County Comment
7	Drainage adjustment L08V0074 is approved for this project. All conditions of approval of the adjustment shall be met prior to engineering plan approval.	The conditions of Drainage Adjustment L08V0074 were satisfied by approval of the engineering construction plans. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans, and Section 8.2 for a copy of the approved drainage adjustment.	The drainage system is designed to meet the requirement of a diversion of a small drainage basin to the plat drainage system per the variance approval
8	To implement the required Best Management Practices (BMP's) for treatment of stormwater, the final engineering plans and technical information report (TIR) shall clearly demonstrate compliance with all applicable design standards. The requirements for best management practices are outlined in Chapter 5 of the 2005 KCSWDM. The design engineer shall address the applicable requirements on the final engineering plans and provide all necessary documents for implementation. The final recorded plat shall include all required covenants, easements, notes, and other details to implement the required BMP's for site development.	This condition was satisfied by approval of the engineering construction plans. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans.	The plat has complied with the BMP requirement by providing a reduced footprint for each of the lots
9	The following road improvements are required to be constructed according to the 1993 King County Road Standards (KCRS):		

Exhibit 3

No.	Condition	Response	King County Comment
9a	<p>FRONTAGE: The frontage of the subdivision along Issaquah-Fall City Road shall be improved to the urban principal arterial standard on the northerly side, including concrete curb, gutter and minimum five-foot wide sidewalk. Left turn channelization, and a roadway illumination system -- both meeting the requirements of the 1993 KCRS - are also required in accordance with the conditions of approval for Road Variance L08V0087. All conditions of approval for this Road Variance shall be met prior to engineering plan approval. These improvements shall include a widened sidewalk on the frontage on Issaquah-Fall City Road as needed to provide a concrete 'pad' for school age pedestrians. This widened pad shall be a minimum area of 50 square feet in addition to the standard-width public sidewalk, and be placed at a location that allows the maximum available visibility of school buses that are stopped to load students. The precise location of the pad shall be determined during engineering plan review, which shall evaluate existing pedestrian conditions and school bus stop locations. If offsite improvements constructed by others (such as the existing pad at 245th Lane SE) are determined satisfactory, and such alternative location is approved in writing by the Issaquah School District as the subject development's assigned bus stop, the widened sidewalk shall not be required on the property frontage.</p>	<p>The conditions of Road Variance L08V0074 were satisfied by approval of the engineering construction plans. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans, and Section 8.3 for a copy of the approved road variance. The Issaquah-Fall City Road frontage has been designed to the urban principal arterial standard on the north side as shown on Sheet C5.1 and in the road section detail on Sheet C8.0.</p>	<p>The approved engineering plans are designed to meet these standards and conditions. The frontage road reduced entering sight distance and the illuminated sag curve on the frontage.</p>
9b	<p>Additional R/W along the northerly frontage of Issaquah-fall City Road shall be dedicated, to provide a total of 50 feet of R/W from centerline of the existing R/W.</p>	<p>20 feet of right-of-way is being dedicated along the project's frontage along Issaquah-Fall City Road as shown on Sheets 3 and 4 of the final plat map, for a total of 50 feet of right-of-way.</p>	<p>Right of way is dedicated on the plat</p>
9c	<p>The internal access road shall be improved to the urban minor access street standard, with a cul-de-sac at the easterly end.</p>	<p>This condition was satisfied by approval of the engineering construction plans. The internal cul-de-sac is a private road (Tract F) and has been designed to the urban minor access standard as shown on Sheet C5.1 and in the road section detail on Sheet C8.0. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans.</p>	<p>The internal access road has been built to meet the urban minor access standards with a cul-de-sac at the easterly end. The road has not been completed however a \$147,000 performance bond is posted to ensure the completion of the construction.</p>

No.	Condition	Response	King County Comment
9d	The Tract E private access tract shall be improved per Section 2.09 of the KCRS. This Tract shall be owned and maintained by the Lot owners served.	This condition was satisfied by approval of the engineering construction plans. Tract E has been designed to the private access tract standard as shown on Sheet C5.1 and in the road section detail on Sheet C8.0. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans. The Tract Notes on Sheet 2 of the final plat map indicate that Tract E is conveyed to the owners of Lots 7, 8, and 9 for ownership and maintenance responsibilities.	The private access tract is built to section 2.09
9e	Modifications to the above road conditions may be considered according to the variance provisions in Section 1.08 of the KCRS.	Acknowledged. Road variance L08V0087 was approved for this project. Please see Section 8.3 of the Final Plat Submittal binder for a copy of the approved road variance.	N/A
10	There shall be no direct vehicular access to or from Issaquah-Fall City Road from those lots which abut it. A restrictive note to this effect shall appear on the engineering plans and the final plat.	The restrictive note is located on Sheet C6.0 of the approved construction plans and is also included as Plat Note 11 on Sheet 2 of the final plat map.	The note is shown on the plat
11	All utilities within proposed rights-of-way must be included within a franchise approved by the King County Council prior to final plat recording.	Acknowledged. All utility purveyors have franchise agreements with King County.	Concur the utility are franchise approved
12	The applicant or subsequent owner shall comply with King County Code Chapter 14.75, Mitigation Payment System (MPS), by paying the required MPS fee and administration fee as determined by the applicable fee ordinance. The applicant has the option to either: (1) pay the MPS fee at the final plat recording, or (2) pay the MPS fee at the time of building permit issuance. If the first option is chosen, the fee paid shall be the fee in effect at the time of plat application and a note shall be placed on the face of the plat that reads, "All fees required by King County Code 14.75, Mitigation Payment System (MPS), have been paid." If the second option is chosen, the fee paid shall be the amount in effect as of the date of building permit application.	The applicant has selected Option (2), and verbiage to this effect has been included in Plat Note 1 on Sheet 2 of the Final Plat Map.	Any road mitigation fees have been deferred to the City of Sammamish to be collected at the time of building permits. See note 1 on sheet 2 of the plat.

Exhibit 3

No.	Condition	Response	King County Comment
13	Lots within this subdivision are subject to King County Code Chapter 21A.43, which imposes impact fees to fund school system improvements needed to serve new development. As a condition of final approval, 50 percent of the impact fees due for the plat shall be assessed and collected immediately prior to the recording, using the fee schedules in effect when the plat receives final approval. The balance of the assessed fee shall be allocated evenly to the dwelling units in the plat and shall be collected prior to building permit issuance.	Verbiage to this effect has been included in Plat Note 2 on Sheet 2 of the final plat map. Fifty percent of the school impact fees will be paid prior to final plat recording.	All School fees have been deferred to the City of Sammamish to be collected at building permits. See note 1 on sheet 2 of the plat.
14	Suitable recreation space shall be provided consistent with the requirements of KCC 21A.14.180 and KCC 21A. 14.190 (i.e., sport court[s], children's play equipment, picnic table[s], benches, etc.).	This condition was satisfied by approval of the landscaping plans within the engineering construction plans. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans.	Recreation space has been provided within tract C and bonded for the facilities with King County. The has a \$55,000 bond for the recreation space equipment, street tree and replacement significant trees.
14a	A detailed recreation space plan (i.e., location, area calculations, dimensions, landscape specs, equipment specs, etc.) shall be submitted for review and approval by DDES and King County Parks prior to or concurrent with the submittal of engineering plans.	The detailed recreation space plan was approved on June 1, 2016. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans. The recreation space plan approval is included on Sheet LA-2 of the plans.	King County has approved a recreation plan for the recreation space.
14b	A performance bond for recreation space improvements shall be posted prior to recording of the plat.	This condition will be satisfied prior to final plat recording.	King County has bond
15	A homeowners' association or other workable organization shall be established to the satisfaction of DDES which provides for the ownership and continued maintenance of the recreation tract.	Establishment of the Homeowners' Association is in process. A copy of the HOA Certificate of Incorporation will be provided once it is received to be added to Section 8.1 of the Final Plat Submittal binder.	The Howe Owner Association has been established
16	Street trees shall be provided as follows (per KCRS 5.03 and KCC 21A.16.050):		The street trees have been bonded. They are usually planted after home construction

No.	Condition	Response	King County Comment
16a	Trees shall be planted at a rate of one tree for every 40 feet of frontage along all roads. Spacing may be modified to accommodate sight distance requirements for driveways and intersections.	This condition was satisfied by approval of the landscaping plans within the engineering construction plans. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans. Street tree locations are shown on Sheet LA-1 of the approved plans.	The street trees plan has been approved and have been bonded. These are usually planted with the recreation equipment is installed and after the houses are built.
16b	Trees shall be located within the street right-of-way and planted in accordance with Drawing No. 5-009 of the 1993 King County Road Standards, unless King County Department of Transportation determines that trees should not be located in the street right-of-way.	The internal cul-de-sac roadway is a private road. The street trees are shown to be planted on the individual lots as shown on Sheet LA-1 of the approved plans in Section 2.0 of the Final Plat Submittal binder.	The street trees have been bonded with the recreation plan. These are usually planted with the recreation equipment is installed and after the houses are built.
16c	If King County determines that the required street trees should not be located within the right-of-way, they shall be located no more than 20 feet from the street right-of-way line.	Street trees are shown to be less than 20 feet from the private roadway as shown on Sheet LA-1 of the approved plans in Section 2.0 of the Final Plat Submittal binder.	The street trees have been bonded. These are usually planted with the recreation equipment is installed and after the houses are built.
16d	The trees shall be owned and maintained by the abutting lot owners or the homeowners association or other workable organization unless the county has adopted a maintenance program. Ownership and maintenance shall be noted on the face of the final recorded plat.	Trees will be owned and maintained by the abutting lot owners.	
16e	The species of trees shall be approved by DDES if located within the right-of-way, and shall not include poplar, cottonwood, soft maples, gum, any fruit-bearing trees, or any other tree or shrub whose roots are likely to obstruct sanitary or storm sewers, or that is not compatible with overhead utility lines.	This condition was satisfied by approval of the landscaping plans within the engineering construction plans. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans. Street tree species are included on Sheet LA-3 of the approved plans.	The proposed street trees are on the approved list per the plan on LA-1
16f	The applicant shall submit a street tree plan and bond quantity sheet for review and approval by DDES prior to engineering plan approval.	This condition was satisfied by approval of the landscaping plans within the engineering construction plans. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans.	The bond quantity worksheet has been submitted a bond posted for the trees

Exhibit 3

No.	Condition	Response	King County Comment
16g	The applicant shall contact Metro Service Planning at (206) 684-1622 to determine if Issaquah-Fall City Road is on a bus route. If so, the street tree plan shall also be reviewed by Metro.	This project is not located on an existing Metro bus route.	The project is not located on an existing Metro Bus Route
16h	The street trees must be installed and inspected, or a performance bond posted prior to recording of the plat. If a performance bond is posted, the street trees must be installed and inspected within one year of recording of the plat. At the time of inspection, if the trees are found to be installed per the approved plan, a maintenance bond must be submitted or the performance bond replaced with a maintenance bond, and held for one year. After one year, the maintenance bond may be released after DDES has completed a second inspection and determined that the trees have been kept healthy and thriving.	Acknowledged. The street trees will either be installed or a performance bond will be posted prior to final plat recording.	A \$55,000 performance bond has been posted for the recreation, street trees and replacement significant trees.
16i	A landscape inspection fee shall also be submitted prior to plat recording. The inspection fee is subject to change based on the current county fees.	Acknowledged. All required fees will be paid prior to final plat recording.	The fee has been paid to King County
17	The planter islands (if any) within the cul-de-sac shall be maintained by the abutting lot owners or homeowners association. This obligation shall be stated on the final plat.	There is no planter island within the cul-de-sac.	No planter island is proposed
18	To implement KCC 21A.38.230 which applies to the site, a detailed tree retention plan shall be submitted with the engineering plans for the subject plat. The tree retention plan (and engineering plans) shall be consistent with the requirements of KCC 21A.38.230. No clearing of the subject property is permitted until the final tree retention plan is approved by LUSD. Flagging and temporary fencing of trees to be retained shall be provided, consistent with KCC 21A.38.230.B.4. The placement of impervious surfaces, fill material, excavation work, or the storage of construction materials is prohibited within the fenced areas around preserved trees, except for grading work permitted pursuant to KCC 21A.38.230.B.4.d.(2). A note shall be placed on the final plat indicating that the trees shown to be retained on the tree retention plan shall be maintained by the future owners of the proposed lots, consistent with K.C.C. 21A.38.230.B.6. (Note that the tree retention plan shall be included as part of the final engineering plans for the subject plat.)	The design portion of this condition was satisfied by approval of the landscaping plans within the engineering construction plans. Please see Section 2.0 of the Final Plat Submittal binder for a copy of the approved plans. Street tree locations are shown on Sheet LA-1 of the approved plans.	The replace significant trees have been bonded for they are usually installed during the recreation equipment installation of after the houses are complete. A \$55,000 performance bond has been posted for the recreation, street trees and replacement significant trees.





**King County**

**Department of Permitting  
and Environmental Review**

35030 SE Douglas St., Ste. 210  
Snoqualmie, WA 98065-9266  
**206-296-6600** TTY Relay: 711  
www.kingcounty.gov

February 7, 2017

David Pyle, Deputy Director  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075

Dear Mr. Pyle:

The Department of Permitting and Environmental Review has completed the review of the final map pages and supporting documents for recording for the plat of Cambridge Issaquah Falls (Copper Ridge)(L06P0024). This agency's review was performed pursuant to the interlocal agreement between the City of Sammamish and King County. The review has determined that the final map pages meets all applicable regulations and conditions of approval.

The county has inspected the construction of the improvement of the plat and determined the amount of financial guarantees required for the recording of the plat. We has received the following:

An agreement to complete subdivision plan improvement and a performance financial guarantee in the amount of \$139,500 and \$7,500 cash for the completion of the right of way and site restoration,

An agreement to install recreation equipment and/or install and maintain landscaping for a subdivision and a performance financial guarantee of \$55,000 for the recreation equipment in the recreation space and street trees.

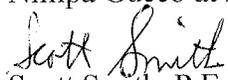
An agreement to install and maintain significant trees and a surety bond of \$5,057.00

An agreement to complete critical area mitigation and/or restoration and a performance guarantee for \$22,066 for critical are restoration..

The county recommends the final map page mylars be approved and signed by the City, then forwarded to the Records and Elections Office to be recorded.

If you have any questions on this letter, please contact Pat Simmons at 206-477-0340.

After obtaining the city approvals, please deliver the plat mylars together with one copy and a copy of this letter to the King County Assessors Office for processing. For information call Nimpa Gueco at 206- 205-5735.Sincerely,

  
Scott Smith, P.E.

Development Engineer  
cc: Applicant

## Exhibit 4

# CAMBRIDGE ISSAQUAH FALLS

A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.  
& A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

## LEGAL DESCRIPTION:

### PARCEL A:

THE SOUTH 385.19 FEET OF THE WEST 371.05 FEET LYING NORTH OF THE ISSAQUAH-FALL CITY ROAD, OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 209 FEET OF THE WEST 209 FEET OF SAID SOUTHWEST QUARTER; AND

EXCEPT THE NORTH 15.4 FEET THEREOF;

(ALSO KNOWN AS LOT B, KING COUNTY LOT LINE ADJUSTMENT NUMBER 8706008, RECORDED UNDER RECORDING NUMBER 8808090188) .

### PARCEL B:

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING NORTHERLY OF THE COUNTY ROAD:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;  
THENCE NORTH 209 FEET;  
THENCE EAST 209 FEET;  
THENCE SOUTH 209 FEET;  
THENCE WEST 209 FEET TO THE POINT OF BEGINNING.

### PARCEL C:

THAT PORTION OF THE NORTH 330 FEET OF THE WEST 132 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTH OF ISSAQUAH-FALL CITY ROAD.

## DEDICATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY CITY OF SAMMAMISH.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THEIR ROADS WITHIN THIS SUBDIVISION, PROVIDED THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING CITY OF SAMMAMISH, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SAMMAMISH, ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS:

BY: SUMMIT ISSAQUAH FALLS, LLC., A DELAWARE LIMITED LIABILITY COMPANY-BRYAN WHITE  
ITS: OPERATING MANAGER

BY: FARMERS & MERCHANTS BANK OF LONG BEACH- CELESTE M. GLADYCH

ITS: SENIOR VICE PRESIDENT

FSUB2016-00457 &  
FILE NO.: L06P0024

## ACKNOWLEDGEMENTS:

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT BRYAN WHITE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF SUMMIT HOMES OF WASHINGTON, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, OPERATING MANAGER OF SUMMIT ISSAQUAH FALLS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED \_\_\_\_\_

SIGNATURE OF NOTARY PUBLIC \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

MY APPOINTMENT EXPIRES \_\_\_\_\_

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF ORANGE

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_

NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE \_\_\_\_\_

## APPROVALS:

### CITY OF SAMMAMISH APPROVALS:

EXAMINED AND APPROVED PER S.M.C. 19A.16 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY OF SAMMAMISH

\_\_\_\_\_  
CITY ENGINEER, CITY OF SAMMAMISH

\_\_\_\_\_  
MAYOR, CITY OF SAMMAMISH

### KING COUNTY DEPARTMENT OF ASSESSMENTS:

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
KING COUNTY ASSESSOR

ACCOUNT NUMBERS: 2324069022, 1424069024 AND 1424069028

## FINANCE DIVISION CERTIFICATE:

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE ARE PAID IN

FULL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE FINANCE

\_\_\_\_\_  
DEPUTY KING COUNTY ASSESSOR

## AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AT \_\_\_\_\_M. IN BOOK \_\_\_\_\_ OF PLATS, AT PAGE(S) \_\_\_\_\_, AT THE REQUEST OF NORMAN E. LARSON.

\_\_\_\_\_  
COUNTY AUDITOR

## TITLE NOTES:

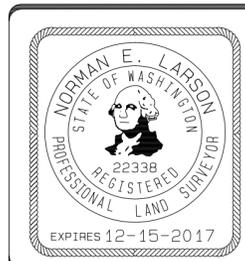
THIS PLAT IS SUBJECT TO THE FOLLOWING SPECIAL EXCEPTIONS, AS NOTED IN CHICAGO TITLE INSURANCE COMPANY GUARANTEE NO.0076869-06, DATED OCTOBER 17, 2016 AND SUPPLEMENTAL COMMITMENTS THERETO DATED PRIOR TO THE RECORDING OF THIS PLAT.

- 1) SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS TO PUGET SOUND ENERGY PER AFN 20151223001144, SHOWN ON SHEETS 3 AND 4.
- 2) SUBJECT TO OPERATION OF ON SITE SEWAGE SYSTEM PER AFN 20060111001509.
- 3) SUBJECT TO A DEVELOPER EXTENSION AGREEMENT PER AFN(S) 20080729001601 AND 20081119000034.
- 4) SUBJECT TO NOTICE OF CHARGES PER AFN(S) 9307301617, 9811051363, 9901150609, 20040414002865, 20041201000040, 2006012001770, 20110106000751, 20110106000800, 20110106000801 AND 20110106000802.
- 5) SUBJECT TO THE RIGHT TO MAKE CUTS AND FILLS GRANTED TO KING COUNTY PER AFN 4481552.
- 6) SUBJECT TO ORDINANCE NO.02014-0383 PER AUDITOR'S FILE NO.20141224000450.
- 7) SUBJECT TO ORDINANCE NO.02014-0384 PER AUDITOR'S FILE NO.20141224000451.
- 8) SUBJECT TO AN EASEMENT FOR SEWER LINES PER AFN 20110225000054, SHOWN ON SHEETS 3 AND 4.
- 9) SUBJECT TO AN EASEMENT FOR SEWER LINES PER AFN 20110225000055, SHOWN ON SHEET 3.

## SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF \_\_\_\_\_, IN \_\_\_\_\_, 2017.

\_\_\_\_\_  
NORMAN E. LARSON  
CERTIFICATE NO. 22338



**CENTRE POINTE**  
*Consultants, Inc., P.S.*

14209 29th Street East, #105 - Sumner, WA 98390  
253-987-5924 main 253-987-7859 fax

DRAWN BY: D WOODS	CHECKED BY: N LARSON
DATE: JULY 31, 2016	JOB NO.: 3517
SCALE: DNA	DRAWING NAME: PLAT

INDEX DATA: SW 1/4-SW 1/4 14, T24N, R6E, W.M.  
& NW 1/4-NW 1/4 23, T24N, R6E, W.M.

SURVEY FOR:  
SUMMIT HOMES OF WASHINGTON  
16000 CHRISTENSEN ROAD, SUITE 303  
TUKWILA, WA. 98188

KING COUNTY, WASHINGTON

SHEET 1 OF 5

PLAT NOTES:

1. THE PLATTOR OR SUBSEQUENT OWNER(S) SHALL COMPLY WITH THE PAYMENT OF STREET IMPACT FEES, IMPACT FEES FOR PARK AND RECREATIONAL FACILITIES, AND SCHOOL IMPACT FEES, IN ACCORDANCE TO SMC CHAPTERS 14A.15, 14A.20, AND 21A.105, RESPECTIVELY.
2. THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PLAN NO.P-4434 ON FILE WITH PERMITTING. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM THE PROPER AGENCY, CITY OF SAMMAMISH.
3. THE HOUSE ADDRESS SYSTEM FOR THIS PLAT SHALL BE AS FOLLOWS: ADDRESSES SHALL BE ASSIGNED WITHIN THE RANGE OF 4701 TO 4797 244TH COURT SOUTHEAST. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO THE PRINCIPAL ENTERANCE OF EACH RESIDENCE OR BUILDING IN ACCORDANCE WITH KCC 16.08.
4. PUBLIC AND PRIVATE DRAINAGE EASEMENT RESTRICTIONS: STRUCTURES, FILL, OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS) SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN DRAINAGE EASEMENTS. ADDITIONALLY, GRADING AND CONSTRUCTION OF FENCING SHALL NOT BE ALLOWED WITHIN THE DRAINAGE EASEMENTS SHOWN ON THIS PLAT MAP UNLESS OTHERWISE APPROVED BY THE DEPARTMENT OF PERMITTING OR ITS SUCCESSOR AGENCY.
5. ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS PRIVATE, ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND FACILITATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF SAMMAMISH, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH, AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

6. THE OWNERS OF PRIVATE PROPERTY WITHIN THIS PLAT ENCUMBERED WITH DRAINAGE EASEMENTS SHOWN AS PRIVATE, HEREBY GRANT AND CONVEY TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, THE RIGHT, BUT NOT THE OBLIGATION TO CONVEY OR STORE STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF OBSERVING THAT THE OWNERS ARE PROPERLY OPERATING AND MAINTAINING THE DRAINAGE FACILITIES CONTAINED THEREIN.

THE OWNERS OF SAID PRIVATE PROPERTY ARE RESPONSIBLE FOR OPERATING, MAINTAINING AND REPAIRING THE DRAINAGE FACILITIES CONTAINED WITHIN SAID DRAINAGE EASEMENT, AND ARE HEREBY REQUIRED TO OBTAIN ANY REQUIRED PERMITS, FROM THE DEPARTMENT OF PERMITTING OR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

7. A DRAINAGE EASEMENT AND COVENANT OVER TRACT B, IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND FACILITATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH TOGETHER WITH THE RIGHT FOR KING COUNTY ITS SUCCESSORS OR ASSIGNS TO ENTER SAID DRAINAGE EASEMENT AND COVENANT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED HEREIN. ONLY THE FLOW CONTROL AND WATER QUALITY FACILITIES CONTAINED WITHIN THE TRACT WILL BE CONSIDERED FOR FORMAL ACCEPTANCE AND MAINTENANCE BY KING COUNTY. MAINTENANCE OF ALL OTHER IMPROVEMENTS ON THIS PROPERTY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE PROPERTY OWNER WILL BE RESPONSIBLE FOR THE COST FOR THE RESTORATION OF ANY NON-DRAINAGE IMPROVEMENTS REMOVED OR ALTERED AS THE RESULT OF THE MAINTENANCE, REPAIR AND RECONSTRUCTION OF THE DRAINAGE IMPROVEMENTS.

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN ANY REQUIRED PERMITS FROM THE DEPARTMENT OF PERMITTING, OR ITS SUCCESSOR AGENCY, FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT AND COVENANT IS INTENDED TO FACILITATE REASONABLE ACCESS FOR THE OPERATION, MAINTENANCE, REPAIR AND RECONSTRUCTION OF THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

8. PURSUANT TO KCC 21A.39.230 AN APPROVED TREE RETENTION PLAN IS ON FILE WITH PERMITTING, RECORDS CENTER, ON SHEET C4.0 OF THE APPROVED ENGINEERING PLANS NO. P4434, UNDER ACTIVITY NO. STRV14-0006. LOTS 1-8 AND 13-15 AND TRACTS A AND C WITHIN THIS PLAT EITHER CONTAIN TREES THAT MUST BE RETAINED OR MUST BE PLANTED / REPLACED PER SAID APPROVED TREE RETENTION PLAN. ANY PROPOSED CLEARING, GRADING OR CONSTRUCTION ACTIVITIES THAT WILL OR MAY IMPACT A SIGNIFICANT TREE WITHIN SAID LOTS MUST BE REVIEWED AND APPROVED BY THE DEPARTMENT OF PERMITTING, OR ITS SUCCESSOR AGENCY, FOR COMPLIANCE WITH SAID TREE RETENTION PLAN.

9. LOTS 1 THROUGH 7 AND LOT 15 SHALL HAVE NO DIRECT VEHICLE ACCESS TO ISSAQUAH-FALL CITY ROAD. ACCESS WILL ONLY BE ALLOWED VIA TRACT F.

10. MINIMUM FINISH FLOOR ELEVATIONS (FFE) HAVE BEEN DETERMINED FOR THE LOTS WITHIN THIS SUBDIVISION. REFER TO THE APPROVED SEWER PLANS FOR THIS PROJECT DATED 1-13-2016 BY SAMMAMISH PLATEAU WATER & SEWER DISTRICT

11. STREET TREES LOCATED WITHIN THIS PLAT SHALL BE MAINTAINED BY THE THE CAMBRIDGE ISSAQUAH FALLS HOMEOWNERS ASSOCIATION, UNLESS KING COUNTY ADOPTS A MAINTENANCE PROGRAM.

12. THE CAMBRIDGE ISSAQUAH FALLS HOMEOWNERS ASSOCIATION WAS ESTABLISHED WITH THE SECRETARY OF STATE ON [REDACTED]. ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CAMBRIDGE ISSAQUAH FALLS, RECORDED UNDER KING COUNTY RECORDING NUMBER [REDACTED].

DOWN SPOUT NOTE:

ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS NO. [REDACTED] ON FILE WITH THE DEPARTMENT OF PERMITTING AND/OR THE DEPARTMENT OF TRANSPORTATION. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT AND SHALL COMPLY WITH SAID PLANS. ALL INDIVIDUAL STUB-OUTS AND INFILTRATION SYSTEMS SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE LOT OWNER.

TRACT NOTES:

TRACT A IS A CRITICAL AREA FOR THE BENEFIT OF THE PUBLIC, AND IS CONVEYED TO CAMBRIDGE ISSAQUAH FALLS HOMEOWNERS ASSOCIATION UPON RECORDING OF THIS PLAT. THE CAMBRIDGE ISSAQUAH FALLS HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT "A", HOWEVER, SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN TRACT "A", THEN THE LOT OWNER OF ALL LOTS 1 THROUGH 15 (INCLUSIVE) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT "A".

TRACT B IS A STORM DRAINAGE DRAINAGE TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 15. OWNERSHIP OF SAID TRACT SHALL BE CONVEYED TO THE CITY OF SAMMAMISH FOR DRAINAGE PURPOSES UPON RECORDING OF THIS PLAT.

TRACT C IS A RECREATION TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 15 (INCLUSIVE) AND IS CONVEYED TO THE CAMBRIDGE ISSAQUAH FALLS HOMEOWNERS ASSOCIATION UPON RECORDING OF THIS PLAT. THE CAMBRIDGE ISSAQUAH FALLS HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT "C", HOWEVER, SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN TRACT "C", THEN THE LOT OWNER OF ALL LOTS 1 THROUGH 15 (INCLUSIVE) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT "C".

TRACT D IS A JOINT USE ACCESS TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 14 AND 15. OWNERSHIP OF LOTS 14 AND 15 WITHIN THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT D, AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT. ALL CONVEYANCES OF LOTS 14 AND 15 MUST INCLUDE THEIR FRACTIONAL JOINT OWNERSHIP INTEREST IN TRACT "D".

TRACT E IS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOTS 7, 8 AND 9. OWNERSHIP OF LOTS 7, 8 AND 9 WITHIN THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN TRACT E, AND AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAIDTRACT. ALL CONVEYANCES OF LOTS 7, 8 AND 9 MUST INCLUDE THEIR FRACTIONAL JOINT OWNERSHIP INTEREST IN TRACT "E".

TRACT "F" IS AN ACCESS TRACT FOR INGRESS, EGRESS, UTILITIES AND PUBLIC DRAINAGE TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 15 (INCLUSIVE). TRACT F IS CONVEYED TO THE CAMBRIDGE ISSAQUAH FALLS HOMEOWNERS ASSOCIATION UPON RECORDING OF THIS PLAT AND IT SHALL BE THE RESPONSIBLE FOR THE MAINTENANCE OF THE FACILITIES WITHIN THE TRACT. HOWEVER, SHOULD THE HOMEOWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN TRACT "F", THEN THE LOT OWNER OF ALL THE LOTS 1 THROUGH 15 (INCLUSIVE) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT "F". A PRIVATE DRAINAGE IS ESTABLISHED UPON THE RECORDING OF THE PLAT FOR THE BENEFIT OF THE CAMBRIDGE ISSAQUAH FALLS HOMEOWNERS ASSOCIATION FOR THE MAINTENANCE OF THE STREET DRAINAGE SYSTEM WITHIN SAID TRACTS. AN INGRESS AND EGRESS EASEMENT FOR THE CITY OF SAMMAMISH IS ESTABLISHED UPON RECORDING OF THIS PLAT TO ACCESS THE DRAINAGE FACILITIES WITHIN TRACT "B".

TRACTS A, B, C, D, E AND F ARE CONSIDERED "TRACT(S)" PURSUANT TO KCC 19A.04.330: A "TRACT" IS LAND RESERVED FOR SPECIFIED USES INCLUDING, BUT NOT LIMITED TO, RESERVE TRACTS, RECREATION, OPEN SPACE, SENSITIVE AREAS, SURFACE WATER RETENTION, UTILITY FACILITIES AND ACCESS. TRACTS ARE NOT CONSIDERED LOTS OR BUILDING SITES FOR PURPOSES OF RESIDENTIAL DWELLING CONSTRUCTION.

HOMEOWNERS ASSOCIATION NOTE:

THE OWNERS OF LOTS 1-15 (INCLUSIVE) ARE RESPONSIBLE FOR PROVIDING THAT THE CAMBRIDGE ISSAQUAH FALLS HOMEOWNERS ASSOCIATION CONTINUES TO BE A VIABLE LEGAL ENTITY. SAID HOMEOWNERS ASSOCIATION SHALL OWN AND MAINTAIN THE TRACTS AND EASEMENT(S) AS INDICATED AND CONVEYED HEREIN, UNLESS OTHERWISE APPROVED BY KING COUNTY OR SUCCESSOR AGENCY. THIS COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON OWNERS OF ALL LOTS 1-15 (INCLUSIVE) AND THEIR HEIRS AND ASSIGNS.

CRITICAL AREA COVENANT:

DEDICATION OF A CRITICAL AREA TRACT/SENSITIVE AREA AND BUFFER CONVEYS TO THE PUBLIC A BENEFICIAL INTEREST IN THE LAND WITHIN THE TRACT/CRITICAL AREA AND BUFFER. THIS INTEREST INCLUDES THE PRESERVATION OF NATIVE VEGETATION FOR ALL PURPOSES THAT BENEFIT THE PUBLIC HEALTH, SAFETY AND WELFARE, INCLUDING CONTROL OF SURFACE WATER AND EROSION, MAINTENANCE OF SLOPE STABILITY, AND PROTECTION OF PLANT AND ANIMAL HABITAT. THE CRITICAL AREA TRACT/CRITICAL AREA AND BUFFER IMPOSES UPON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THE TRACT/CRITICAL AREA AND BUFFER THE OBLIGATION, ENFORCEABLE ON BEHALF OF THE PUBLIC BY KING COUNTY, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE TRACT/CRITICAL AREA AND BUFFER. THE VEGETATION WITHIN THE TRACT/CRITICAL AREA AND BUFFER MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED WITHOUT APPROVAL IN WRITING FROM THE KING COUNTY DEPARTMENT OF PERMITTING AND ENVIRONMENTAL REVIEW OR ITS SUCCESSOR AGENCY, UNLESS OTHERWISE PROVIDED BY LAW. THE COMMON BOUNDARY BETWEEN THE TRACT/CRITICAL AREA AND BUFFER AND THE AREA OF DEVELOPMENT ACTIVITY MUST BE MARKED OR OTHERWISE FLAGGED TO THE SATISFACTION OF KING COUNTY PRIOR TO ANY CLEARING, GRADING, BUILDING CONSTRUCTION OR DEVELOPMENT ACTIVITY ON A LOT SUBJECT TO THE CRITICAL AREA TRACT/CRITICAL AREA AND BUFFER. THE REQUIRED MARKING OR FLAGGING SHALL REMAIN IN PLACE UNTIL ALL DEVELOPMENT PROPOSAL ACTIVITIES IN THE VICINITY OF THE CRITICAL AREA ARE COMPLETED.

NO BUILDING FOUNDATIONS ARE ALLOWED BEYOND THE REQUIRED 15-FOOT BUILDING SETBACK LINE, UNLESS OTHERWISE PROVIDED BY LAW.

EASEMENT NOTES:

AN EASEMENT FILED UNDER RECORDING NUMBER 20151223001144 FOR PARCELS A, B AND C FOR INGRESS AND EGRESS ACROSS ALL STREETS AND ROAD RIGHT OF WAYS AS WELL AS A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN SAID PARCELS TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE, IMPROVE, UPGRADE AND EXTEND ONE OR MORE UTILITY SYSTEMS FOR PURPOSES OF TRANSMISSION, DISTRIBUTION AND SALE OF GAS ELECTRICITY, IF AND WHEN STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THAT PORTION THEREOF SHALL BECOME NULL AND VOID.

A PUBLIC DRAINAGE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS OVER THAT PORTION OF TRACT A AS SHOWN ON SHEET 4 OF 5 TO CONSTRUCT MAINTAIN, REPAIR, REPLACE, IMPROVE AND UPGRADE AN OUTLET PIPE.

EASEMENTS ARE HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO SAMMAMISH PLATEAU WATER & SEWER DISTRICT, OVER, UNDER, THROUGH AND UPON THE EASEMENTS SHOWN ON THIS PLAT DESCRIBED AS "WATER AND SEWER EASEMENT" AS FILED UNDER RECORDING NUMBERS [REDACTED] AND [REDACTED].

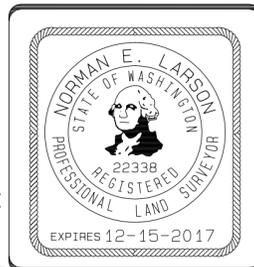
BASIS OF BEARING:

TRUE NORTH, BASED UPON GLOBAL POSITIONING SYSTEM (GPS) LAMBERT GRID WASHINGTON STATE NORTH ZONE COORDINATES. A CONVERGENCE ANGLE OF 01°03'43.29" COUNTERCLOCKWISE WAS APPLIED AT A 3" BRASS DISC, INCASED, LOCATED AT THE INTERSECTION OF ISSAQUAH PINE LAKE ROAD SOUTHEAST AND ISSAQUAH FALL CITY ROAD. THE NORTH AMERICAN DATUM OF 1983/1991 (NAD 83/91) GRID COORDINATES WERE FOUND TO BE 204603.641 / 1347072.820 AT THAT POINT. THE INVERSE OF BOTH THE SEA LEVEL CORRECTION FACTOR OF 0.999983881 AND THE GRID SCALE FACTOR OF 0.999990245 WAS APPLIED TO THE GRID COORDINATES FOR SHOWN GROUND DISTANCES.

EASEMENT PROVISIONS:

SEE SHEET 5 OF 5

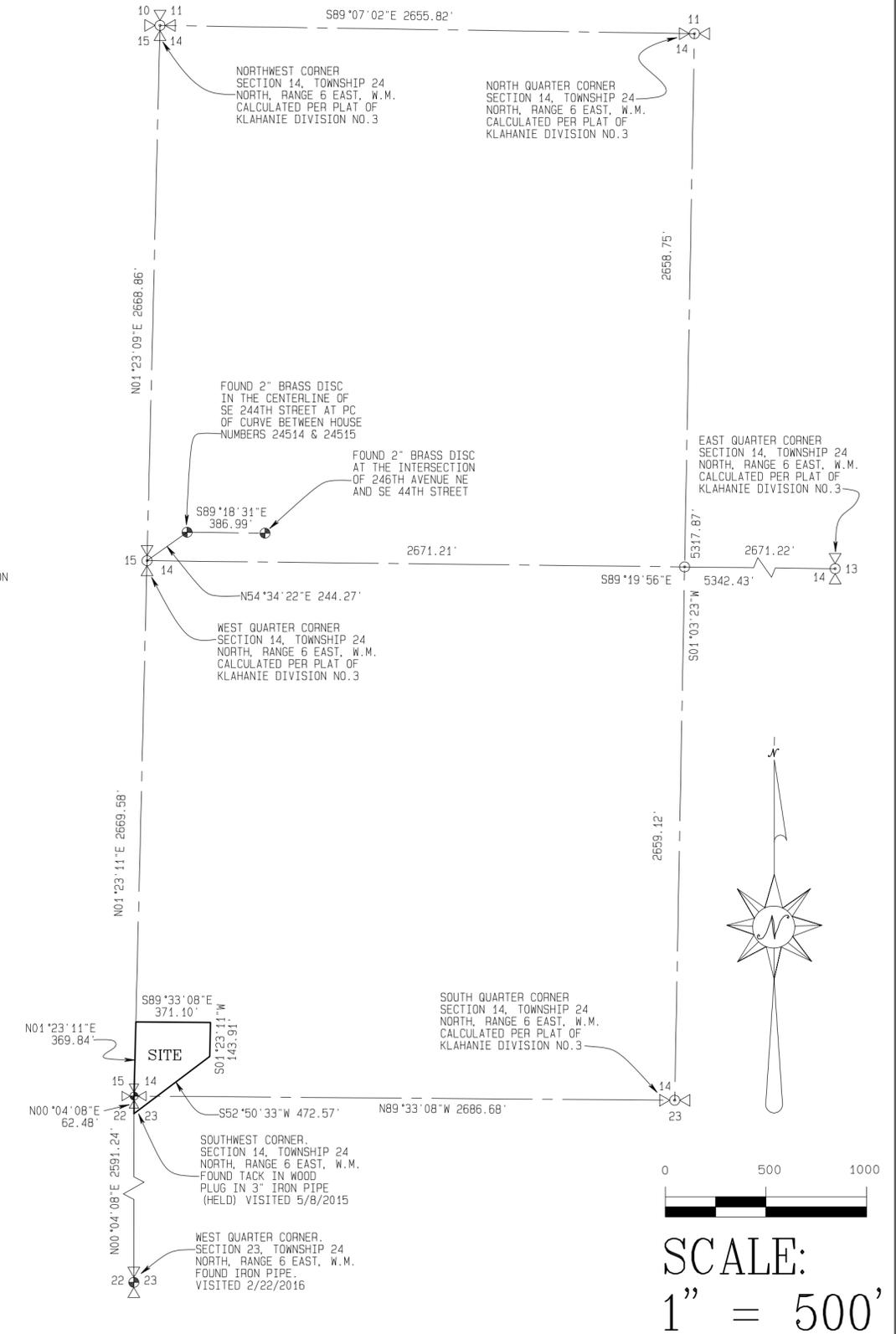
FSUB2016-00457 &  
FILE NO.: L06P0024



**CENTRE  
POINTE**  
Consultants, Inc., P.S.

14209 29th Street East, #105 - Sumner, WA 98390  
253-987-5924 main 253-987-7859 fax

DRAWN BY: D WOODS	CHECKED BY: N LARSON
DATE: JULY 31, 2016	JOB NO.: 3517
SCALE: 1" = 500'	DRAWING NAME: PLAT



INDEX DATA:	SW 1/4-SW 1/4 14, T24N, R6E, W.M. & NW 1/4-NW 1/4 23, T24N, R6E, W.M.
SURVEY FOR:	SUMMIT HOMES OF WASHINGTON 16000 CHRISTENSEN ROAD, SUITE 303 TUKWILA, WA. 98188
<b>KING COUNTY, WASHINGTON</b>	
<b>SHEET 2 OF 5</b>	

# CAMBRIDGE ISSAQUAH FALLS CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

## LINE CHART:

LINE	BEARING	DISTANCE
L1	S07°41'56"E	4.62'
L2	N89°33'08"W	9.15'
L3	S15°18'45"W	17.02'
L4	S49°11'38"E	15.01'
L5	N28°37'14"W	20.00'
L6	N61°22'46"E	20.99'
L7	S61°22'46"W	20.91'
L8	N28°37'14"W	10.00'
L9	N28°37'14"W	10.00'
L10	S43°00'46"W	7.63'
L11	S01°23'11"W	13.00'
L12	S01°23'11"W	13.00'
L13	N46°59'14"W	7.52'

## CURVE CHART:

LINE	ARC	DELTA	RADIUS
C1	1.74'	3°59'56"	25.00'
C2	18.31'	13°48'02"	76.00'
C3	19.51'	44°43'24"	25.00'
C4	5.66'	12°58'27"	25.00'
C5	13.65'	16°38'47"	47.00'
C6	13.05'	15°54'36"	47.00'
C7	13.95'	7°04'19"	113.00'
C8	43.17'	21°53'12"	113.00'
C9	5.75'	3°47'07"	87.00'
C10	29.49'	19°25'08"	87.00'

## AREA:

OVERALL 116515 SQUARE FEET / 2.675 ACRES

## SETBACKS:

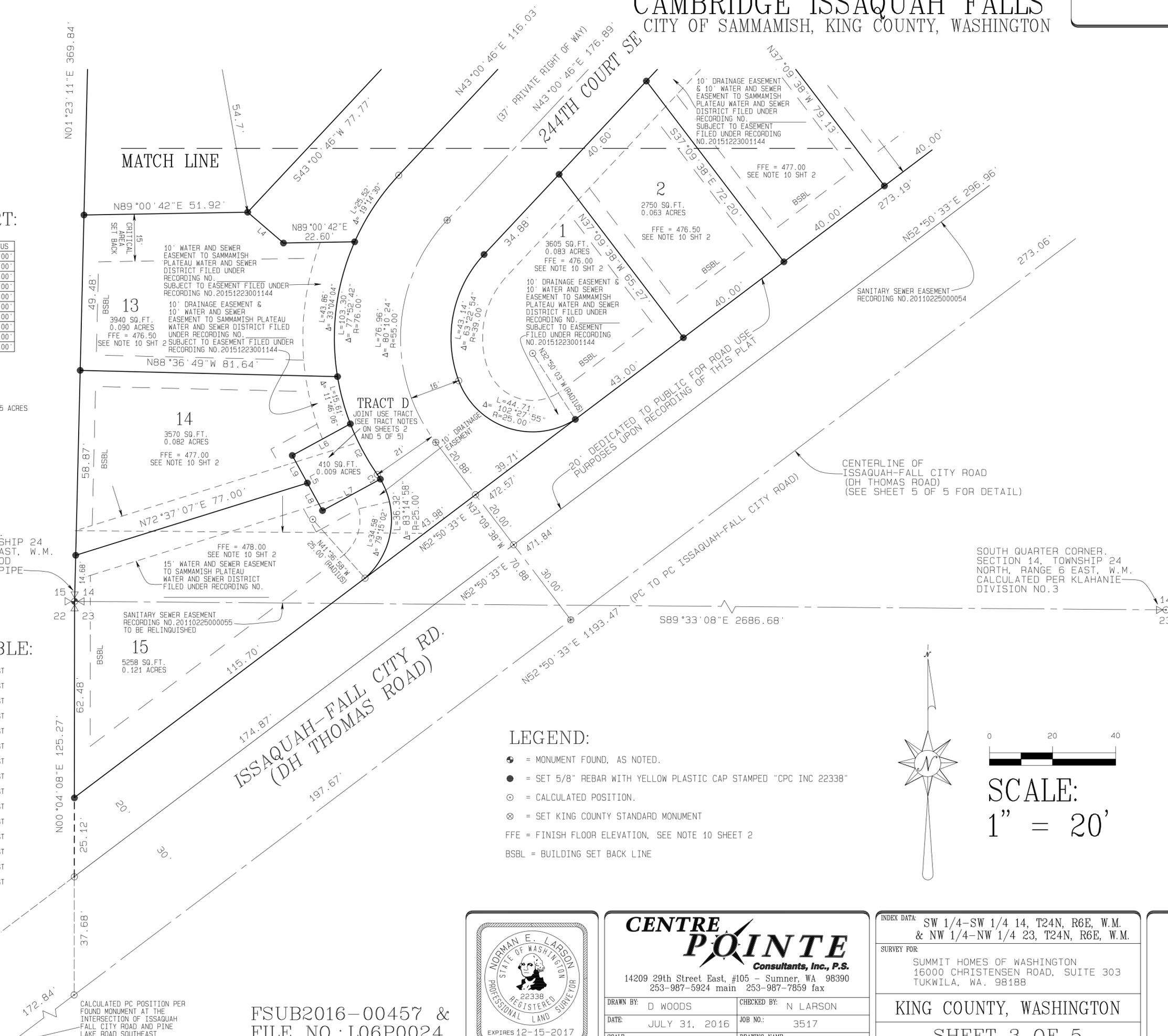
FRONT YARD BUILDING: 10 FEET  
 SIDE YARD BUILDING: 5 FEET  
 REAR YARD BUILDING: 15 FEET  
 CRITICAL AREA: 15 FEET

SOUTHWEST CORNER, SECTION 14, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. FOUND TACK IN WOOD PLUG IN 3" IRON PIPE (HELD)

SOUTH QUARTER CORNER, SECTION 14, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. CALCULATED PER KLAHANIE DIVISION NO.3

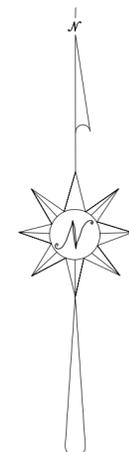
## ADDRESS TABLE:

LOT	ADDRESS
LOT 1	4786 244TH COURT SOUTHEAST
LOT 2	4778 244TH COURT SOUTHEAST
LOT 3	4764 244TH COURT SOUTHEAST
LOT 4	4752 244TH COURT SOUTHEAST
LOT 5	4740 244TH COURT SOUTHEAST
LOT 6	4726 244TH COURT SOUTHEAST
LOT 7	4718 244TH COURT SOUTHEAST
LOT 8	4704 244TH COURT SOUTHEAST
LOT 9	4709 244TH COURT SOUTHEAST
LOT 10	4715 244TH COURT SOUTHEAST
LOT 11	4729 244TH COURT SOUTHEAST
LOT 12	4737 244TH COURT SOUTHEAST
LOT 13	4753 244TH COURT SOUTHEAST
LOT 14	4775 244TH COURT SOUTHEAST
LOT 15	4797 244TH COURT SOUTHEAST



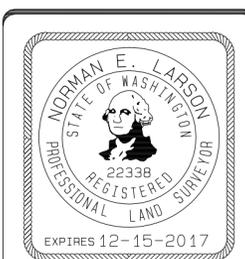
## LEGEND:

- = MONUMENT FOUND, AS NOTED.
- = SET 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED "CPC INC 22338"
- ⊙ = CALCULATED POSITION.
- ⊗ = SET KING COUNTY STANDARD MONUMENT
- FFE = FINISH FLOOR ELEVATION, SEE NOTE 10 SHEET 2
- BSBL = BUILDING SET BACK LINE



SCALE:  
1" = 20'

FSUB2016-00457 &  
FILE NO.: L06P0024



**CENTRE  
POINTE**  
Consultants, Inc., P.S.

14209 29th Street East, #105 - Sumner, WA 98390  
253-987-5924 main 253-987-7859 fax

DRAWN BY: D WOODS	CHECKED BY: N LARSON
DATE: JULY 31, 2016	JOB NO.: 3517
SCALE: 1" = 20'	DRAWING NAME: PLAT

INDEX DATA: SW 1/4-SW 1/4 14, T24N, R6E, W.M. & NW 1/4-NW 1/4 23, T24N, R6E, W.M.

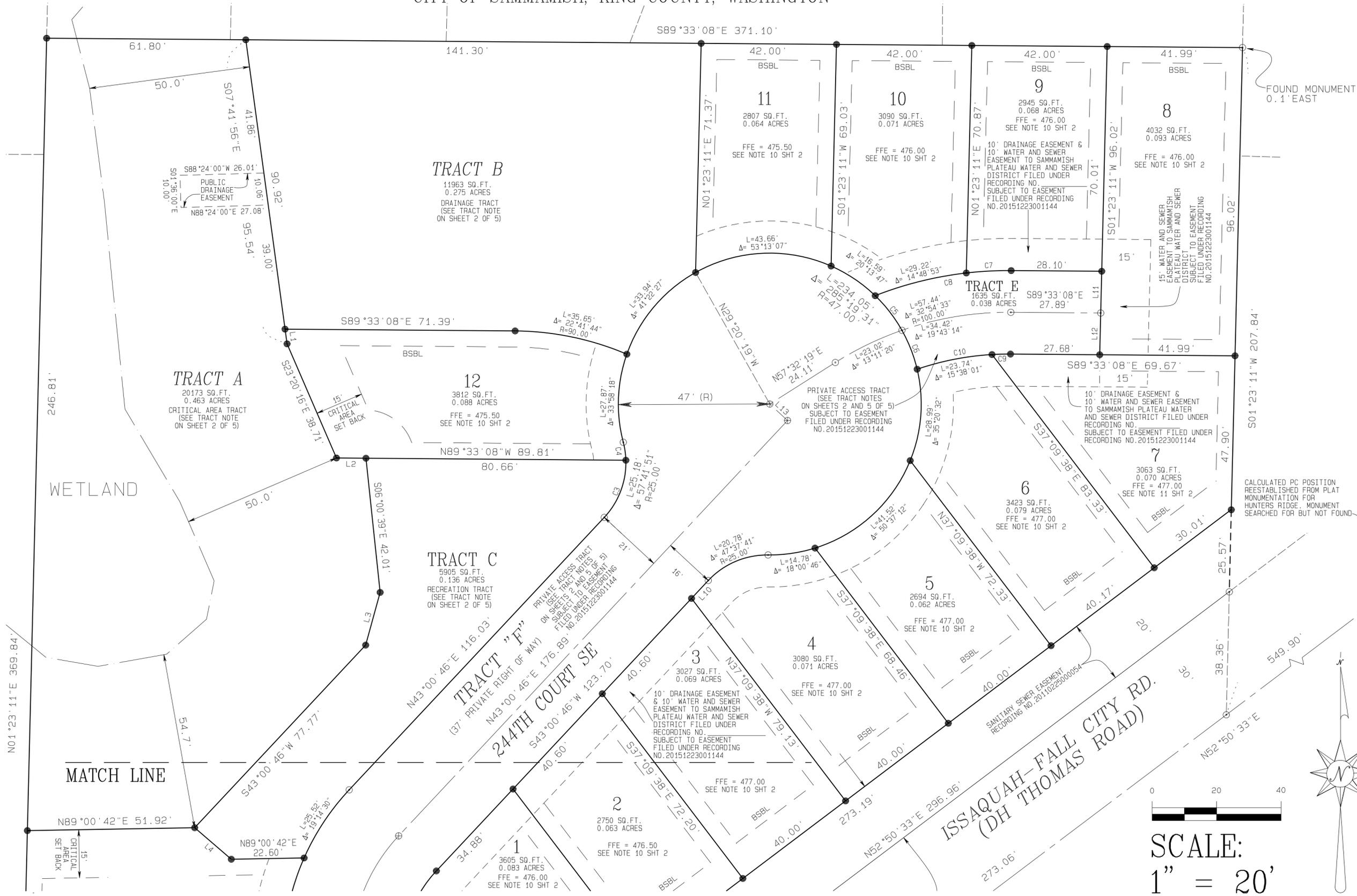
SURVEY FOR:  
SUMMIT HOMES OF WASHINGTON  
16000 CHRISTENSEN ROAD, SUITE 303  
TUKWILA, WA. 98188

KING COUNTY, WASHINGTON

SHEET 3 OF 5

# CAMBRIDGE ISSAQUAH FALLS

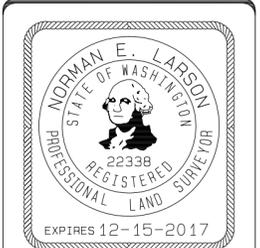
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



### SURVEYOR'S NOTES:

- 1) THE MONUMENT CONTROL SHOWN FOR THIS SITE WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A ONE (1) SECOND THEODOLITE WITH INTEGRAL ELECTRONIC DISTANCE MEASURING METER (GEODIMETER 600) AND REAL TIME KINEMATIC (RTK) / STATIC GLOBAL POSITIONING SYSTEM (GPS). LINEAR AND ANGULAR CLOSURE OF THE TRAVERSES MEET THE STANDARDS OF WAC 332-130-090.
- 2) FULL RELIANCE FOR LEGAL DESCRIPTIONS AND RECORDED EASEMENTS HAVE BEEN PLACED ON THE TITLE REPORT FROM CHICAGO TITLE COMPANY COMMITMENT ORDER NO. 0076869-06, DATED OCTOBER 17, 2016. NO ADDITIONAL RESEARCH HAS BEEN ATTEMPTED.
- 3) SEE SHEET 3 OF 5 FOR LINE AND CURVE CHARTS.
- 4) SEE SHEET 3 OF 5 FOR LEGEND.

FSUB2016-00457 & FILE NO.: L06P0024



**CENTRE POINTE**  
Consultants, Inc., P.S.

14209 29th Street East, #105 - Sumner, WA 98390  
253-987-5924 main 253-987-7859 fax

DRAWN BY: D WOODS	CHECKED BY: N LARSON
DATE: JULY 31, 2016	JOB NO.: 3517
SCALE: 1" = 20'	DRAWING NAME: PLAT

INDEX DATA: SW 1/4-SW 1/4 14, T24N, R6E, W.M. & NW 1/4-NW 1/4 23, T24N, R6E, W.M.

SURVEY FOR: SUMMIT HOMES OF WASHINGTON  
16000 CHRISTENSEN ROAD, SUITE 303  
TUKWILA, WA. 98188

KING COUNTY, WASHINGTON

SHEET 4 OF 5

# CAMBRIDGE ISSAQUAH FALLS

A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.  
& A PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

## ISSAQUAH-FALL CITY ROAD (DH THOMAS ROAD) CENTERLINE ESTABLISHMENT SKETCH



SCALE:  
1" = 200'

SOUTHWEST CORNER,  
SECTION 14, TOWNSHIP 24  
NORTH, RANGE 6 EAST, W.M.  
FOUND TACK IN WOOD  
PLUG IN 3" IRON PIPE  
(HELD) VISITED 5/8/2015

SITE

N00°04'08"E  
125.27'

CENTERLINE OF  
ISSAQUAH-FALL CITY ROAD  
(DH THOMAS ROAD)

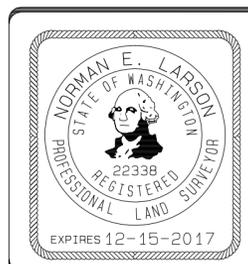
ISSAQUAH-FALL CITY RD.  
(DH THOMAS ROAD)

L=826.67'  
A=4°08'00"  
R=11459.20'

N48°42'33"E 1118.11'

FOUND 3" BRASS DISC, INCASED,  
AT THE INTERSECTION OF  
PINE LAKE ROAD SOUTHEAST  
& ISSAQUAH-FALL CITY ROAD

FSUB2016-00457 &  
FILE NO.: L06P0024



**CENTRE  
POINTE**  
Consultants, Inc., P.S.

14209 29th Street East, #105 - Sumner, WA 98390  
253-987-5924 main 253-987-7859 fax

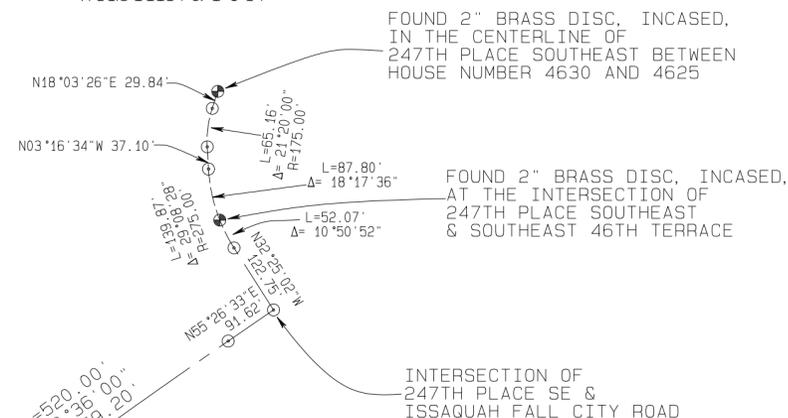
DRAWN BY: D WOODS	CHECKED BY: N LARSON
DATE: JULY 31, 2016	JOB NO.: 3517
SCALE: 1" = 200'	DRAWING NAME: PLAT

INDEX DATA: SW 1/4-SW 1/4 14, T24N, R6E, W.M.  
& NW 1/4-NW 1/4 23, T24N, R6E, W.M.

SURVEY FOR:  
SUMMIT HOMES OF WASHINGTON  
16000 CHRISTENSEN ROAD, SUITE 303  
TUKWILA, WA. 98188

KING COUNTY, WASHINGTON

SHEET 5 OF 5



### EASEMENT PROVISIONS:

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO CENTURY LINK, COMCAST CABLE AND PUGET SOUND ENERGY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACKS, IN WHICH, TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUIT, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, TV, AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE OR CABLE TV SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED UPON THE RECORDING OF THIS PLAT TO THE SAMMAMISH PLATEAU WATER & SEWER DISTRICT OVER, UNDER, THROUGH AND UPON THE EASEMENTS SHOWN ON THIS PLAT DESCRIBED AS "SANITARY SEWER EASEMENT" OR "WATER EASEMENT" AND AS DESCRIBED BELOW:

TRACT D, TRACT E AND TRACT F, TOGETHER WITH THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF LOTS 1 THROUGH 7 AND LOTS 9 THROUGH 15 AND THE EXTERIOR 15 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF LOT 8 TOGETHER WITH THE NORTH 10 FEET OF THE WEST 15 FEET OF THE EAST 41.86 FEET OF LOT 7, AND A 15 FOOT SEWER EASEMENT LYING 7.5 FEET ON EACH SIDE OF THE CALCULATED CENTERLINE BETWEEN LOTS 14 AND 15 IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANT THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS BEEN APPROVED.

FOR EASEMENTS ACROSS THE ENTIRETY OF TRACTS D (JOINT USE ACCESS TRACT), E (PRIVATE ACCESS AND PUBLIC DRAINAGE AND UTILITIES TRACT) AND F (ACCESS AND PUBLIC DRAINAGE AND UTILITIES TRACT) THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND /OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITIONS PRIOR TO PLACEMENT OF THE WATER OR SEWER.



Exhibit 6: Vicinity Map



Source: King County iMap

Cambridge Issaquah Falls  
Final Plat





**Meeting Date:** April 18, 2017

**Date Submitted:** April 12, 2017

**Originating Department:** Community Development

**Clearances:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Attorney                | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation      |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Eastside Fire and Rescue         | <input type="checkbox"/> Police                  |
| <input checked="" type="checkbox"/> City Manager | <input checked="" type="checkbox"/> Finance & IT          | <input checked="" type="checkbox"/> Public Works |

**Subject:** A Resolution approving the 14-lot Final Plat for Gabrielle's Place subdivision.

**Action Required:** Approve Resolution

- Exhibits:**
1. Resolution
  2. Hearing Examiner Decision
  3. Map of Final Plat
  4. Compliance Matrix
  5. Tree Retention Memo
  6. Vicinity Map

**Budget:** N/A

**Summary Statement:**

The developer of the Gabrielle's Place subdivision is seeking to record for Final Plat, which will create 14 single family lots from 3 existing parcels comprising 4 acres zoned residential, 4 units per acre (R-4). The proposed resolution to approve the Final Plat is included as Exhibit 1.

**Background:**

The Gabrielle's Place subdivision was reviewed and granted preliminary plat approval for the eventual creation of 14 single family lots by the Hearing Examiner on March 21, 2016. On March 31, 2016, the applicant filed a request for reconsideration and clarification of the Hearing Examiner's decision regarding the proposed recreational space and road configuration. On May 26, 2016 the Hearing Examiner issued a revised decision granting preliminary approval with conditions for the proposed Gabrielle's Place subdivision and addressing the applicants request for reconsideration and clarification. The final Hearing Examiner decision is attached as Exhibit 2.

The property consists of 3 existing lots with 2 pre-existing single-family residences located in the NE portion of the City, off 244<sup>th</sup> Ave NE, north of Mystic Lake. King County Assessor's parcel numbers: 2225069016, 2225069030, and 2225069037. The proposed Final Plat Map is included as Exhibit 3.

This subdivision application vested to the City of Sammamish Municipal Code in effect on May 26, 2015. The City has reviewed and approved the installation of the required infrastructure (drainage facilities, streets, sidewalks, etc.) improvements under Site Development Permit SDP2016-01809. The improvements have been substantially completed and inspected. A performance bond is in place for the remaining, uncompleted site improvements. A matrix outlining project compliance with Hearing Examiner conditions of approval and required site improvements is included as Exhibit 4.

*Tree Retention:*

The application is vested to the City's former tree rules found in SMC 21A.35.210 (interim tree retention rules established by Ordinance O2015-390) which requires that subdivisions of 3 or more lots retain 35% of significant trees on the subject site. A total of 54 trees were identified on the site and 19 trees were required to be retained. During the time lapse between initial site survey and tree tagging and construction permit issuance, the former property owner (not developer) removed 2 trees that had been identified by the applicant for retention, reducing the number of trees to be retained to 17. To account for this, the applicant has modified the project landscape plans and has added 14 trees for replanting. The Hearing Examiner Decision requires the applicant record a tree retention plan as part of final plat. The applicant has included the required tree retention plan noted on the proposed Final Plat (Exhibit 3) document to be recorded, including 17 trees to be retained. A memo from the applicant regarding the adjusted tree retention and replanting is included as Exhibit 5.

*Performance Bond:*

The applicant posted a *performance* bond on March 29, 2017 in the amount of \$118,379.10 for the installation of the remaining site improvements (including streets and other required drainage improvements).

*Landscaping Bond:*

The applicant posted a *performance* bond on August 10, 2016 in the amount of \$140,120.33 for street landscaping, recreation improvement, and tree retention.

*Critical Areas Bonding:*

Not applicable. There are no critical areas on the subject site.

*Street Mitigation Fees:*

The applicant has paid 30% of the street mitigation impact fee in the amount of \$46,874.10. The balance of the street mitigation impact fee will be paid at the time of building permit issuance on a per lot basis for 12 of the 14 new single-family residences with credit given for the 2 pre-existing single-family residences.

*School Mitigation Fees paid to the City of Sammamish:*

The applicant has paid 50% of the applicable Lake Washington School District impact fees in the amount of \$59,521.00 in addition to the current administration fee. The balance of the school mitigation impact fee will be paid at the time of building permit issuance, on a per lot basis, for 12 of the 14 new single-family residences, with credit given for the 2 pre-existing single-family residences.

*Park Impact Fees:*

Park Impact fees, in addition to the current administration fee, will be paid at the time of building permit issuance, on a per lot basis, for 12 of the 14 new single-family residences, with credit given for the 2 pre-existing single-family residences.

The applicant has demonstrated to the City of Sammamish that all of the preliminary plat approval conditions have either been met, or have been bonded for and will be met, in a timely manner.

**Financial Impact:** N/A

**Recommended Motion:** Approve the Resolution for the 14-lot Gabrielle's Place subdivision authorizing the Mayor to sign for the Final Plat.



**CITY OF SAMMAMISH  
WASHINGTON  
Resolution No. R2017-\_\_\_\_\_**

---

**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, GRANTING FINAL PLAT APPROVAL  
TO THE PLAT OF GABRIELLE’S PLACE**

WHEREAS, the City Council has received a recommendation of approval for the final plat of the Gabrielle’s Place subdivision; and

WHEREAS, the City Council has reviewed said plat and finds that it conforms to all terms of the preliminary plat approval and applicable land use laws and regulations; and

WHEREAS, the City Council desires to grant final approval to the 14-lot plat of Gabrielle’s Place;

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

Section 1. Adoption of Hearing Examiner’s Findings and Conclusions. The City Council hereby adopts the findings and conclusions included in the City of Sammamish Hearing Examiner’s revised decision of May 26, 2016 for the preliminary plat of PSUB2015-00104 (Gabrielle’s Place).

Section 2. Grant of Approval. The City Council hereby grants final approval to the Gabrielle’s Place (14-lot) plat as requested by the applicant under file FSUB2017-00226.

**PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON  
THE 18th DAY OF APRIL 2017.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Melonie Anderson, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael Kenyon, City Attorney

Filed with the City Clerk: April 12, 2017  
Passed by the City Council:  
Resolution No.: R2017-\_\_\_\_\_

**BEFORE the HEARING EXAMINER for the  
CITY of SAMMAMISH**

**DECISION:  
REVISED AFTER RECONSIDERATION <sup>1</sup>**

**RECEIVED**

FILE NUMBER: PSUB2015-00104

MAY 31 2016

APPLICANT: CR Home Builders, LLC  
14410 Bel-Red Road  
Bellevue, WA 98007

**CITY OF SAMMAMISH**

TYPE OF CASE: Preliminary subdivision (*Gabrielle's Place*)

STAFF RECOMMENDATION: Approve subject to conditions

EXAMINER DECISION: APPROVE subject to conditions

DATE OF DECISION: May 26, 2016

**INTRODUCTION <sup>2</sup>**

CR Home Builders, LLC (CR Builders), a member of the Murray Franklin family of companies, seeks preliminary approval of *Gabrielle's Place*, a 14-lot single-family residential subdivision of a 4.0 acre assemblage of three parcels zoned R-4.

CR Builders filed a Base Land Use Application on May 26, 2015. (Exhibit 8c <sup>3</sup>) The Sammamish Department of Community Development (the Department) deemed the application to be complete when filed. <sup>4</sup> (Testimony)

The subject property is located on the west side of 244<sup>th</sup> Avenue NE abutting the south side of NE 26<sup>th</sup> Court.

The Sammamish Hearing Examiner (Examiner) viewed the subject property on March 14, 2016.

<sup>1</sup> This Decision has been extensively revised as a result of the reconsideration process. Identification of individual revisions is not practical.

<sup>2</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

<sup>3</sup> Exhibit citations are provided for the reader's benefit and indicate: 1) The source of a quote or specific fact; and/or 2) The major document(s) upon which a stated fact is based. While the Examiner considers all relevant documents in the record, typically only major documents are cited. The Examiner's Decision is based upon all documents in the record.

<sup>4</sup> Exhibits 8c and 8d imply that the application was deemed complete on July 1, 2015. The Department testified during the original hearing that such an implication is incorrect.

HEARING EXAMINER DECISION: REVISED AFTER RECONSIDERATION  
RE: PSUB2015-00104 (*Gabrielle's Place*)  
May 26, 2016  
Page 2 of 26

The Examiner held an open record hearing on March 14, 2016 (the original hearing). The Department gave notice of the original hearing as required by the Sammamish Municipal Code (SMC). (Exhibit 8a)

Subsection 20.05.100(1) SMC requires that decisions on preliminary subdivision applications be issued within 120 net review days after the application is found to be complete. The original hearing was held on or about net review day 254. The SMC provides two potential remedies for an untimely decision: A time extension mutually agreed upon by the City and the applicant [SMC 20.05.100(2)] or written notice from the Department explaining why the deadline was not met [SMC 20.05.100(3)]. The Department provided written notice to CR Builders. (Exhibit 1, pp. 5 and 6, Finding 30)

The following exhibits were entered into the hearing record during the original hearing:

- Exhibit 1: Departmental Staff Report
- Exhibits 2 – 18: As enumerated in Exhibit 1 <sup>5</sup>
- Exhibit 19: Revised preliminary plat
- Exhibit 20: "Storm water exhibit" (map depicting relationship of *Gabrielle's Place* to *Bradford Place*)
- Exhibit 21: Memorandum, TENW to Levitt, March 11, 2016 (sight distance)
- Exhibit 22: Memorandum, Levitt to Hearing Examiner, March 14, 2016 (request for changes to conditions of approval)
- Exhibit 23: PowerPoint slides from Homeowners of NE 26<sup>th</sup> Court
- Exhibit 24: Collective Response to *Gabrielle's Place* by Homeowners of NE 26<sup>th</sup> Court, March 14, 2016
- Exhibit 25: Boundary Line Adjustment BLA 2015-XXXX <sup>6</sup>
- Exhibit 26: *Cedar Hill* proposed preliminary plat configurations

The Examiner held the original hearing record open for up to two days for receipt of readable copies of Exhibits 25 and 26. The copies were received and the record closed on March 15, 2016.

On March 21, 2016, the Examiner issued a Decision returning the application to CR Builders for modification or correction (the initial Decision). (Exhibit 27) On March 31, 2016, CR Builders filed a timely Request for Reconsideration and Clarification (the Request). (Exhibit 28) On April 8, 2016, the Examiner issued an Order Accepting a Request for Reconsideration and Setting the Matter for Further Hearing. That Order provided preliminary responses to the issues raised in CR Builders' Request, established a schedule for the development and submittal of additional information, and set the date, time, and place for a reopened

<sup>5</sup> Identification of Exhibits 5 and 5a in Exhibit 1 is reversed; Exhibit 9i actually contains two separate documents, both labelled 9i and both with page numbers starting with 1. Before entering the exhibits, the Examiner orally corrected the reversal of Exhibits 5 and 5a and separated 9i into 9i and 9j with 9i being the applicant's response letter to City comments and 9j being the applicant's response letter to citizen comments.

<sup>6</sup> The hearing record indicates that the file number for this document is BLA2015-00105. (Exhibit 9i, p. 2)

HEARING EXAMINER DECISION: REVISED AFTER RECONSIDERATION  
RE: PSUB2015-00104 (*Gabrielle's Place*)  
May 26, 2016  
Page 3 of 26

hearing. (Exhibit 29) The preliminary responses contained in Exhibit 29 are incorporated herein by reference as if set forth in full unless contradicted herein.

The Examiner reopened the hearing at 1:00 p.m. on May 19, 2016 (the reopened hearing). The City and Examiner gave notice of the reopened hearing as required by City of Sammamish Hearing Examiner Rule of Procedure 504(d)(4). (Exhibit 29)

The following exhibits were entered into the hearing record during the reopened hearing:

- Exhibit 27: Hearing Examiner Decision, PSUB2015-00104, March 21, 2016
- Exhibit 28: Applicant's Request for Reconsideration and Clarification, filed March 31, 2016
- Exhibit 29: Order Accepting a Request for Reconsideration and Setting the Matter for Further Hearing, issued April 8, 2016
- Exhibit 30: Memorandum, City Staff to Hearing Examiner, filed April 25, 2016, with two enclosures (Exhibits 30A and 30B)
- Exhibit 30A: Neighborhood Exhibit, Layout 1
- Exhibit 30B: Neighborhood Exhibit, Layout 2
- Exhibit 31: Letter, Applicant to Hearing Examiner, filed May 5, 2016
- Exhibit 31A: Preliminary Plat – Option A, dated April 27, 2016, filed May 5, 2016
- Exhibit 31B: Preliminary Plat – Option B, dated April 27, 2016, filed May 5, 2016
- Exhibit 31C: Memorandum, Sight Distance Assessment, May 2, 2016, filed May 5, 2016
- Exhibit 32: Supplemental Departmental Staff Report, issued May 12, 2016
- Exhibit 33: Memorandum, Melissa Hawthorne *et al.* to Hearing Examiner, May 17, 2016
- Exhibit 34: E-mail from Steven Chen, City Traffic Engineer, to Haim Strasbourger, City Development Review Engineer, May 18, 2016, forwarded to Emily Arteche, City Senior Planner, May 19, 2016
- Exhibit 35: Gabrielle's Place Preliminary Plat PowerPoint presentation by CR Builders, presented at the reopened hearing
- Exhibit 36: Memorandum, Todd Levitt to Hearing Examiner, May 19, 2016<sup>7</sup>

As the reopened hearing was ending, CR Builders referred to information which it indicated was contained in the City's decision on the *Montecino Estates* development. The Examiner asked that a copy of that decision be provided for the record and held the record open through May 24, 2016, so that City staff could obtain and submit such a copy. City staff was able to provide a copy before the Examiner left City Hall on May 19<sup>th</sup>. Therefore, the reopened hearing record closed on May 19, 2016, with receipt of the following document:

- Exhibit 37: Findings of Fact, Conclusions of Law and Decision, File No. PLN2005-00001, October 4, 2005

<sup>7</sup> The Examiner may have inadvertently stated that this document was Exhibit 35 when he entered it into the record during the reopened hearing. If he did so, the Examiner apologizes for that error.

HEARING EXAMINER DECISION: REVISED AFTER RECONSIDERATION

RE: PSUB2015-00104 (*Gabrielle's Place*)

May 26, 2016

Page 4 of 26

The action taken herein and the requirements, limitations and/or conditions imposed by this decision are, to the best of the Examiner's knowledge or belief, only such as are lawful and within the authority of the Examiner to take pursuant to applicable law and policy.

### FINDINGS OF FACT

1. The *Gabrielle's Place* site (the subject property) is a rectilinear assemblage of parcels located on the west side of 244<sup>th</sup> Avenue NE abutting the south side of NE 26<sup>th</sup> Court. It has approximately 300 feet of frontage on the west side of 244<sup>th</sup> Avenue NE and abuts the south side of NE 26<sup>th</sup> Court for approximately 370 feet. The north half of the subject property extends west from 244<sup>th</sup> Avenue NE some 690 feet; the south half of the subject property extends west from 244<sup>th</sup> Avenue NE some 390 feet. (Exhibit 3<sup>8</sup>)
2. The subject property currently does not legally exist in the configuration depicted by any of the exhibits in the record. The subject property is an assemblage of three parcels, one of which requires approval of a Boundary Line Adjustment (BLA) before it will exist as portrayed on the preliminary plat.<sup>9</sup>
  - A. Tax Parcel 2225069016 (Parcel 9016) is a 160' x 240' unplatted parcel in the northeast corner of the site.<sup>10</sup> It has frontage on both NE 26<sup>th</sup> Court and 244<sup>th</sup> Avenue NE. It contains a single-family residence. (Exhibit 3, Sheet P02)
  - B. Tax Parcel 2225069030 (Parcel 9030) is a 140' x 390' unplatted parcel which abuts Parcel 9016 on the north and 244<sup>th</sup> Avenue NE on the east. It is undeveloped. (Exhibit 3, Sheet P02)
  - C. Tax Parcel 225069037 (Parcel 9037) is a 160' x 315' parcel which abuts the west side of Parcel 9016. It is Lot 1 in Sammamish short subdivision SHP002001. It contains a large single-family residence. Parcel 9037 is bordered on its west by Tax Parcel 225069098 (Parcel 9098). Parcel 9098 is a 160' x roughly 360' parcel which contains a large single-family residence. The current owner of Parcel 9037 (Sigler) and the owner of Parcel 9098 (Backstrom) are currently in the process of seeking BLA approval to shift their common boundary west 172 feet, thus enlarging Parcel 9037's dimensions to 160' x 487'. That application is under review by the Department under file number BLA2015-00105. (Exhibits

<sup>8</sup> Existing site conditions are depicted equally on Exhibits 3, 31A, and 31B. The Examiner will cite to Exhibit 3 throughout this Decision for such information for the sake of simplicity.

<sup>9</sup> Some documents in the record describe/depict the *Gabrielle's Place* site as composed of four parcels. (E.g.: Exhibits 1, 3, and 15) Such descriptions/depictions are incorrect. There are only three parcels in the assemblage.

<sup>10</sup> The statement in Exhibit 1 that the lots in the assemblage are "from a previously recorded subdivision" is not completely correct.

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3, Sheet P02; 25) The subject property will not exist in the configuration depicted on the preliminary plat until BLA2015-00105 is approved by the Department.<sup>11</sup>

3. The subject property is located in the northeast portion of the City, fronting on 244<sup>th</sup> Avenue NE, a designated minor arterial. 244<sup>th</sup> Avenue NE is a two-lane street except for a two-way-left-turn-lane which extends from just north of NE 27<sup>th</sup> Place to approximately 200 feet south of NE 26<sup>th</sup> Court. 244<sup>th</sup> Avenue NE has a crest vertical curve in the vicinity of NE 27<sup>th</sup> Place. (Exhibits 1, p. 5, Finding 23; 3; 31C, p. 1; and testimony)
4. The subject property is located near the north edge of the Sammamish Plateau: While the grade in the immediate vicinity is predominantly downward rather gently towards the west, the grade drops off significantly towards the north beginning a few hundred feet north of the site. In addition, a steep-walled, deep ravine begins about 350 feet west of the subject property. The ravine runs generally north-south in this area. An unnamed creek in the bottom of the ravine flows north to join Evans Creek. (Exhibits 3; 7b; 15)
5. The subject property has some overstory vegetation, but is mostly characterized by cultural vegetation around the two on-site residences and scrub vegetation on Parcel 9030. There are no regulated environmentally sensitive areas on the subject property. (Exhibits 3; 4; 15)
6. The easterly 500 feet of the subject property is bordered to the north by *Montecino Estates*. *Montecino Estates* contains seven single-family residential lots plus a combination storm water vault/recreation tract (Tract A), all served by a public cul-de-sac (NE 26<sup>th</sup> Court) which abuts the south boundary of *Montecino Estates* and, thus, the north boundary of the subject property for some 385 feet. There is no homeowners association (HOA) in *Montecino Estates*; Tract A is owned in common by the lot owners. (Exhibits 3; 17; and testimony)

*Montecino Estates* began life as a 2005 application (PLN2005-00001) by Michelle Stoddard and Marcie O'Brien (Stoddard/O'Brien) for preliminary subdivision approval.<sup>12</sup> The Stoddard/O'Brien subdivision application came on for an open record pre-decision hearing before the City's then Examiner, Gordon F. Crandall (Crandall), on September 21, 2005. During the 2005 hearing process

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<sup>11</sup> BLAs are Type 1 applications subject to administrative review and action by the Department; there is no right to administrative appeal of Type 1 decisions. [SMC 20.05.020, Exhibit A] The Examiner has no jurisdiction over BLAs.

<sup>12</sup> In 2005, land divisions within the City were regulated under the provisions of Title 19 SMC. Former SMC 19.15.370 defined a "short subdivision" as the division of land into four or less lots. A subdivision, then, was the division of land into more than four lots (unless, under certain circumstances, it was a redivision of a previous division). Then, as now, short subdivisions were processed and decided through an administrative process while subdivisions were decided through a quasi-judicial process. (Official notice) Therefore, the Stoddard/O'Brien proposal was a subdivision application, not a short subdivision application, since it proposed seven lots. That is why it was subject to an open record pre-decision hearing before the then Examiner.

Effective June 23, 2010, the City Council repealed former Title 19 SMC and replaced it with Title 19A SMC. [Ordinance No. O2010-284] Among other things, Title 19A SMC changed the definition of a short subdivision from a division of land into four or less lots to a division of land into nine or less lots. [SMC 19A.04.310]

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Stoddard/O'Brien initially proposed that "if southern property were to develop, their access would not be adjacent to or use [NE 26<sup>th</sup> Court <sup>13</sup>]." (Exhibit 37, p. 3, Finding of Fact 9) Later in the hearing process Stoddard/O'Brien proposed that "Should the southern property develop, their access could be from [NE 26<sup>th</sup> Court] ...." (Exhibit 37, p. 5, Conclusion of Law 6) Crandall then noted "Applicants concede that they cannot guarantee that the owner of the southern property will ever want to develop the property or that if he/she does that he/she will want to make use of [NE 26<sup>th</sup> Court]." (*Ibid.*) On October 4, 2005, Crandall gave preliminary subdivision approval to the Stoddard/O'Brien application subject to 45 conditions. (Exhibit 37)

*Montecino Estates* was recorded in October, 2012, by Montecino-Greenbank Development, LLC, which is not part of the Murray Franklin family of companies. Because the development contained only seven (7) lots, below the then recently- enacted threshold of nine (9) lots for a short subdivision, it was recorded as a short subdivision. (Exhibit 17)

7. Wrapping around the north and west sides of *Montecino Estates* and abutting the western end of the north boundary of *Gabrielle's Place* is *Bradford Place*. *Bradford Place* is being developed by one of the Murray Franklin family of companies. It is a 16-lot single-family residential subdivision which includes two recreation tracts (Tracts A and C) and a stormwater pond tract (Tract B). All of the lots and tracts are served by NE 27<sup>th</sup> Place, a dedicated city street. NE 27<sup>th</sup> Place was approved and constructed as a full-width street for its first 300± feet, after which it exhibits a half-street section. The public street terminates in a north-south stub against Tract B along the west edge of the subdivision. Three homes on acreage tracts to the west and two homes on acreage tracts to the north of *Bradford Place* access their residences via NE 27<sup>th</sup> Place. (Exhibits 3 and 20; and testimony)
8. To the west of the north half of the subject property are (the future residual of) Parcel 9098 and one additional parcel, both of which are accessed via a private road which runs along the south edge of the north half of the subject property westerly from 244<sup>th</sup> Avenue NE. Each of those lots contains a substantial residence. (Exhibits 3; 15)
9. The south side of the subject property is bordered by four of the approximately 12 lots accessed via NE 25<sup>th</sup> Street. NE 25<sup>th</sup> Street is a public right-of-way, but the street section is far from standard: It withers away the further west one goes. The two parcels south of Parcel 9030 are of modest size and contain modest residences. The two parcels south of Parcel 9037 ( as expanded pursuant to the pending BLA) are significantly larger and contain significant residences. (Exhibits 3; 15; and testimony)
10. One lot south of NE 25<sup>th</sup> Street is the proposed preliminary subdivision of *Cedar Hill*. The developer of record is Amalani, LLC (not one of the Murray Franklin family of companies). *Cedar Hill*

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<sup>13</sup> Throughout Crandall's 2005 Decision what is now known as NE 26<sup>th</sup> Court was consistently referred to as "NE 25<sup>th</sup> Place." The Examiner has chosen to substitute the current nomenclature in all quotes from that Decision to avoid confusion..

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proposes to subdivide an approximate nine-acre assemblage of five parcels into 25 single-family lots. (Exhibit 26; and testimony)

The record of this proceeding contains two very different designs for *Cedar Hill*. One has a public street enter the site in alignment with NE 24<sup>th</sup> Street, travel west for about 425 feet and then make a right angle turn to the north to stub out at the north property line, centered on the common boundary between the second and third lots west of 244<sup>th</sup> Avenue NE on NE 25<sup>th</sup> Street. Several private roads off that public street provide access to most of the proposed lots. (Exhibit 26)

The second version has a public cul-de-sac enter the site in alignment with NE 24<sup>th</sup> Street and terminate some 500 feet west of 244<sup>th</sup> Avenue NE. Several private roads off that cul-de-sac provide access to about half of the proposed lots. (Exhibit 26)

Both versions have a large sensitive areas tract along the south edge of the site, presumably protecting the ravine. Both versions rely on a lift station to pump sewage from the southern, lower elevation portion of the site.<sup>14</sup> (Exhibit 26)

11. The subject property is designated on the City's adopted comprehensive plan R-4 and zoned R-4, residential development at a maximum density of four dwelling units per acre. The area on the west side of 244<sup>th</sup> Avenue NE from just north of *Bradford Place* to at least south of NE 24<sup>th</sup> Street is all zoned R-4. The area farther north as well as the area on the east side of 244<sup>th</sup> Avenue NE is zoned R-1, one dwelling unit per acre maximum density. (Exhibits 1 and 16)
12. The maximum permissible lot yield under the subject property's R-4 zoning, given the proposed plat design and calculated in accordance with procedures spelled out in the SMC, is 13.8, which rounds up to 14, the number of lots proposed by CR Builders.
13. Four versions of the proposed preliminary subdivision have been presented during the hearing process: Two during the original hearing, Exhibits 3 and 19, and two during the reopened hearing, Exhibits 31A (Option A) and 31B (Option B). The first two versions were described in Finding of Fact 13 in the original Decision (Exhibit 27, pp. 5 and 6); that description will not be repeated herein.

There are several features common to all four versions. All existing structures on the subject property would be removed. Fourteen lots (a net increase of 12 lots) for single-family residences would be created. A private road, Tract E, would provide access to proposed Lots 5 – 8. Proposed Lots 13 and 14 would take access over private road Tract F. Recreation space meeting the areal requirements of the SMC would be provided. (The recreation space fronting 244<sup>th</sup> Avenue NE in Exhibits 3 and 19 has been removed and consolidated in a central location in Exhibits 31A and 31B.) A trail would be provided from the central recreation space to the sidewalk along 244<sup>th</sup> Avenue NE. Stormwater

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<sup>14</sup> The exhibits in this hearing record do not depict utility lines so it is impossible to say to where the sewage would be pumped or how much of the site would depend upon the lift station.

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runoff would be collected and transported to Tract A; the existing *Bradford Place* stormwater pond in Tract B of that subdivision would be expanded somewhat into *Gabrielle's Place* Tract A to accommodate flows from both developments. (Exhibits 3; 19; 31A; 31B)

The lynchpin of all the designs is construction of a public street within a 60 foot wide right-of-way, entering into the subject property from the north at the edge of the NE 26<sup>th</sup> Court cul-de-sac bulb. However, the configuration of that street within *Gabrielle's Place* provides the major difference between Options A and B. In Option A (Exhibit 31A), that public street would be a cul-de-sac whose entire length, measured from 244<sup>th</sup> Avenue NE, would be approximately 520 feet. The existing private road east of the new cul-de-sac bulb would be abandoned. The remainder of the existing private road serving the lots to the west would be partially overlain by Tract F, a private road tract, and, within Tract A, by an access and turnaround easement. (Exhibit 31A)

In Option B (Exhibit 31B), that public street would make a 90° turn to the west and terminate at the west edge of proposed Lot 10 as a temporary stub. As with Option A, the existing private road east of the new street would be abandoned and the remainder of the existing private road serving the lots to the west would be partially overlain by Tract F, a private road tract, and, within Tract A, by an access and turnaround easement. (Exhibit 31B)

In both options, CR Builders suggests that Tract F be subject to a “dedicate on demand” requirement so that it could be converted to public right-of-way should such ever be required in the future. (See Tract F Note on both Exhibits 31A and 31B.) The Department, on the other hand, wants Tract F and the turnaround in Tract A to also be encumbered with a public access easement to provide public access to the turnaround in Tract A. (Exhibit 32, p. 12, Recommended Condition 22; and testimony)

CR Builders prefers Option A, but is okay with Option B. (Exhibit 35, Slide 9; and testimony)

The proposed density is 4.12 dwelling units per acre (Option A) or 4.06 dwelling units per acre (Option B). (Exhibits 31A; 31B) All proposed lots meet applicable zoning standards. (Exhibit 32)

14. The record contains evidence that appropriate provisions have been made for drainage (Exhibits 1, 3, 7b; 31A; 31B); potable water supply (Exhibit 12); sanitary wastes (Exhibit 13); and safe walking conditions for children who walk to school (Exhibits 1, 3, and 10). “Open space” is not required in this subdivision; properly located recreation space can provide benefits of open space. The proposed design does not employ alleys. There is no record of any need for other public ways. The record contains no request for transit stops or schools and schoolgrounds.
15. The current proposal, including Options A and B, is opposed by virtually all (if not all) residents in *Montecino Estates* (the 26<sup>th</sup> Court Residents). (Exhibits 9a – 9h; 23; 24; 33; testimony) The major concern of the 26<sup>th</sup> Court Residents is CR Builders’ plan to take all vehicular access from the west end of NE 26<sup>th</sup> Court. They contend that NE 26<sup>th</sup> Court was designed, constructed, and marketed as a cul-de-sac. They point out that not one of the approximately 100 cul-de-sacs in Sammamish which

are named "Court" has a through connection. They assert that making NE 26<sup>th</sup> Court a through street violates a compact that the City has with those who bought expecting it to be a cul-de-sac. (The 26<sup>th</sup> Court Residents do not object to a row of lots being developed along the south side of NE 26<sup>th</sup> Court – they expected that.) One of the 26<sup>th</sup> Court Residents families stated that their "understanding from the builder [CR Builders] is that they have another plan that doesn't involve removing our dead end street and we ask that this plan be considered". (Exhibit 9d, ¶ 1) (No such plan was presented at either of the open record hearings.) The 26<sup>th</sup> Court Residents are also concerned that, as designed, Road A could extend beyond *Gabrielle's Place* to provide access for redevelopment of other large parcels in the area, thus adding even more traffic onto NE 26<sup>th</sup> Court.

The 26<sup>th</sup> Court Residents also contend that making NE 26<sup>th</sup> Court a through street would conflict with several Comprehensive Plan policies regarding "neighborhood character."

The 26<sup>th</sup> Court Residents also point out that the proposal will likely create conflicts regarding use of their recreation facilities on *Montecino Estates* Tract A. They suggest that the residents in *Gabrielle's Place* Lots 1 – 4 (at a minimum) will perceive *Montecino Estates'* Tract A recreation facility as available to them because they live on the same street. But the *Gabrielle's Place* residents will not be part owners of that facility nor will they be obligated to share in any of its costs; in short, the *Gabrielle's Place* residents will have no more right to use the *Montecino Estates* recreation facilities than will *Montecino Estates* residents have the right to use the *Gabrielle's Place* recreation facilities. The 26<sup>th</sup> Court Residents fear liability problems should any of the *Gabrielle's Place* residents become injured playing on *Montecino Estates'* recreation facilities.

The 26<sup>th</sup> Court Residents also question the safety/sight distance at the 244<sup>th</sup> Avenue NE/NE 26<sup>th</sup> Court intersection. They note that the intersection occurs just south of a vertical crest curve in 244<sup>th</sup> Avenue NE, limiting sight distance to the north. Although they now acknowledge that sight distance at that intersection meets minimum standards (See Finding of Fact 17, below.), they suggest that creating a new access point further south would provide increased sight distance (by being further from the crest vertical curve). Another safety concern of the Residents is that they believe that when NE 26<sup>th</sup> Court becomes a through street, speeds will inevitably increase, thus reducing the safety of their children.

Finally, in their submittal for the reopened hearing (Exhibit 33), the 26<sup>th</sup> Court Residents ask that the developer not be allowed to use NE 26<sup>th</sup> Court as access for heavy construction equipment.

16. The 26<sup>th</sup> Court Residents propose two access options which they believe would solve at least some of their concerns. (Exhibits 23; 24; 33; and testimony) Their preferred alternative is the creation of a new street located approximately 300 feet south of NE 26<sup>th</sup> Court. (The 26<sup>th</sup> Court Residents are aware of the requirement in the adopted Interim Public Works Standards (PWS) that intersections along minor arterials "should" have a "minimum centerline offset" of 300 feet. [PWS.15.160.C] The 26<sup>th</sup> Court Residents believe that the separation between NE 26<sup>th</sup> Court and NE 25<sup>th</sup> Street is about 560 to 570 feet. The Residents would support approval of a PWS Variation to allow for a slightly

reduced centerline separation.) With that option, the 26<sup>th</sup> Court Residents believe that a row of lots could be placed along the south side of NE 26<sup>th</sup> Court, with the rest of the lots accessed via the new street.

The 26<sup>th</sup> Court Residents' second option is to shift the intersection of the *Gabrielle's Place* street with NE 26<sup>th</sup> Court easterly to a point as close to 244<sup>th</sup> Avenue NE as allowed by City standards. (They correctly understand that distance to be 150 feet.) While the Residents do not believe that this option would solve all their concerns, they do believe it would reduce traffic volumes on much of NE 26<sup>th</sup> Court, would reduce traffic speed on NE 26<sup>th</sup> Court, and would keep the additional traffic away from their recreation area.

17. In response, CR Builders' first notes that, as a local access street, NE 26<sup>th</sup> Court is expected to be able to handle an average of 300 to 1,000 daily vehicular trips (ADT) pursuant to PWS.15.050.B.4. At a typical 10 ADT per single-family residence, the existing seven *Montecino Estates* residences generate 70 ADT and the 14 proposed *Gabrielle's Place* residences would generate an additional 140 ADT, for a combined total of 210 ADT, well below the contemplated maximum. (Exhibit 21) CR Builders argues that any future extension of the *Gabrielle's Place* street would have to prove that it would not over-tax NE 26<sup>th</sup> Court. (Argument of counsel)

CR Builders' traffic engineer performed a sight distance analysis for the 244<sup>th</sup> Avenue NE/NE 26<sup>th</sup> Court intersection after the initial Decision had been issued.<sup>15</sup> (Exhibit 31C) Available Stopping Site Distance (SSD)<sup>16</sup> at the intersection is greater than the accepted standard for both northbound and southbound traffic. (Exhibit 31C, pp. 6 and 7) Available Intersection Sight Distance (ISD)<sup>17</sup> is greater than the accepted standard for a stopped motorist looking south, but not for a stopped motorist looking north. (Exhibit 31C, p. 7) The American Association of State Highway and Transportation Officials (AASHTO)<sup>18</sup> takes the position that

If the available sight distance for an entering or crossing vehicle is at least equal to the appropriate stopping sight distance for the major road, then drivers have sufficient sight distance to anticipate and avoid collisions.

<sup>15</sup> CR Builders' traffic engineer had asserted during the original hearing that sight distance at the 244<sup>th</sup> Avenue NE/NE 26<sup>th</sup> Court intersection "meets minimum City road standards, and is also not a concern." (Exhibit 21, p. 1, ¶ 4) CR Builders asserted in the Request that sight distance had been evaluated during the review of *Montecino Estates*. (Exhibit 28, l. 21 *et seq.*) It turns out that no sight distance analysis was performed during review of the Stoddard/O'Brien subdivision application. (Exhibits 30, p. 2, § 2; 31, p. 2, "Site Distance Analysis"; 32, p. 7, Finding 51)

<sup>16</sup> SSD is the distance that it takes a vehicle traveling at a given speed to stop after seeing an object on the road ahead of it. SSD is measured assuming a driver's eye height of 3.5 feet and an object height of 2.0 feet. (Exhibit 31C, p. 4)

<sup>17</sup> ISD, also referred to as Entering Sight Distance (ESD), is the distance necessary for a driver on a side road stopped at a major road to safely enter or cross the major road without causing an accident. (Exhibit 31C, p. 5) ISD assumes that the stopped driver's eye is 10 feet back of the near edge of the travel lane on the major road and 3.5 feet above pavement level with the on-coming vehicle having a height of 4.5 feet. [PWS.15.050, Tables II and III, Footnote 1]

<sup>18</sup> AASHTO standards are the generally accepted "Bible" for such matters.

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(Exhibit 31C, p. 5, quoting the AASHTO Policy on Geometric Design of Highways and Streets, 6<sup>th</sup> Edition, 2011, p. 9-29, § 9.5.1) Given that available SSD to the north exceeds the required minimum, CR Builders' traffic engineer concludes that minimally acceptable ISD looking north also exists. (Exhibit 31C, p. 7) The City's Traffic Engineer concurs. (Exhibit 34)

CR Builders states that the subject property's "frontage along 244<sup>th</sup> is less than 300 feet" thus making it impossible to meet City intersection separation standards. In addition, CR Builders' engineer testified that an alternative street system was not possible because gravity sewers had to be provided and they could not if the street entered the site from the south. (Exhibit 21, p. 1, ¶ 5; and testimony)

CR Builders argues that neighborhood character is not a basis upon which to deny a proposed preliminary subdivision. (Argument of counsel)

18. Sammamish's State Environmental Policy Act (SEPA) Responsible Official issued a threshold Determination of Nonsignificance (DNS) for *Gabrielle's Place* on January 29, 2016.<sup>19</sup> (Exhibit 5) The DNS was not appealed. (Exhibit 1, p. 2)

19. The Department recommends approval of *Gabrielle's Place* Option B subject to 50 conditions. The Department and Public Works prefer Option B based upon their interpretation of several provisions within the PWS. (Exhibits 30; 32, pp. 10 – 14)

The Department's recommended conditions incorporate Public Works' view that the PWS mandate that a public street stub to the west must somehow be provided and that a new, direct access onto 244<sup>th</sup> Avenue NE is absolutely not allowed. (Exhibits 30; 32, p. 7, Findings 42 – 45; and testimony)

20. As previously noted, CR Builders prefers Option A. CR Builders seeks changes to one Finding and two of the Department's recommended conditions.<sup>20</sup> (Exhibits 35, Slide 9; 36; and testimony)

The Department has no objection to either of the requested changes. (Testimony<sup>21</sup>)

21. Any Conclusion of Law deemed to be a Finding of Fact is hereby adopted as such.

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<sup>19</sup> The DNS itself is dated February 29, 2016. However: The DNS states that its appeal period ends on February 19, 2016; the Affidavit of Posting states that the DNS was posted on January 29, 2016; the Affidavit of Mailing states that the DNS was mailed on January 29, 2016; and the Department testified that the DNS was issued on January 29, 2016. (Exhibit 5; and testimony) The Examiner concludes that the issue date on the DNS is a scrivener's error.

<sup>20</sup> The two Recommended Conditions changes are the equivalent of two of four changes requested by CR Builders during the original hearing. (Cf. Exhibit 22 with Exhibit 35) The condition numbers are different because the Department has added additional conditions.

<sup>21</sup> This testimony occurred during the original hearing. The Examiner did not ask the Department if it had any objection to the requests in Exhibit 36. However, since the current requested changes are the same as two of the changes for which the Department had no objection earlier, the Examiner presumes it still has no objection.

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## LEGAL FRAMEWORK<sup>22</sup>

The Examiner is legally required to decide this case within the framework created by the following principles:

### Authority

A preliminary subdivision is a Type 3 land use application. [SMC 20.05.020, Exhibit A] A Type 3 land use application requires an open record hearing before the Examiner. The Examiner makes a final decision on the application which is subject to the right of reconsideration and appeal to Superior Court. [SMC 20.05.020, 20.10.240, 20.10.250, and 20.10.260]

The Examiner's decision may be to grant or deny the application or appeal, or the examiner may grant the application or appeal with such conditions, modifications, and restrictions as the Examiner finds necessary to make the application or appeal compatible with the environment and carry out applicable state laws and regulations, including Chapter 43.21C RCW and the regulations, policies, objectives, and goals of the interim comprehensive plan or neighborhood plans, the development code, the subdivision code, and other official laws, policies and objectives of the City of Sammamish.

[SMC 20.10.070(2)]

### Review Criteria

Section 20.10.200 SMC sets forth requirements applicable to all Examiner Decisions:

When the examiner renders a decision . . . , he or she shall make and enter findings of fact and conclusions from the record that support the decision, said findings and conclusions shall set forth and demonstrate the manner in which the decision . . . is consistent with, carries out, and helps implement applicable state laws and regulations and the regulations, policies, objectives, and goals of the interim comprehensive plan, the development code, and other official laws, policies, and objectives of the City of Sammamish, and that the recommendation or decision will not be unreasonably incompatible with or detrimental to affected properties and the general public.

Additional review criteria for preliminary subdivisions are set forth at SMC 20.10.220:

When the examiner makes a decision regarding an application for a proposed preliminary plat, the decision shall include additional findings as to whether:

(1) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other

<sup>22</sup> Any statement in this section deemed to be either a Finding of Fact or a Conclusion of Law is hereby adopted as such.

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planning features that assure safe walking conditions for students who only walk to and from school; and

(2) The public use and interest will be served by the platting of such subdivision and dedication.

### Vested Rights

Sammamish has enacted a vested rights provision.

Applications for Type 1, 2, 3 and 4 land use decisions, except those that seek variance from or exception to land use regulations and substantive and procedural SEPA decisions shall be considered under the zoning and other land use control ordinances in effect on the date a complete application is filed meeting all the requirements of this chapter. The department's issuance of a notice of complete application as provided in this chapter, or the failure of the department to provide such a notice as provided in this chapter, shall cause an application to be conclusively deemed to be vested as provided herein.

[SMC 20.05.070(1)] Therefore, this application is vested to the development regulations as they existed on May 26, 2015.

### Standard of Review

The standard of review is preponderance of the evidence. The applicant has the burden of proof. [City of Sammamish Hearing Examiner Rule of Procedure 316(a)]

### Scope of Consideration

The Examiner has considered: all of the evidence and testimony; applicable adopted laws, ordinances, plans, and policies; and the pleadings, positions, and arguments of the parties of record.

## CONCLUSIONS OF LAW

1. The Examiner could not approve *Gabrielle's Place* after the original hearing given the designs presented in Exhibits 3 and 19. But the two options now presented (Exhibits 31A and 31B) resolve the recreation space deficiencies of the prior versions. Option A is the preferred design for reasons which will be explained in these Conclusions of Law. The record now contains a plat version which can be approved as it meets all applicable criteria.

The remainder of these Conclusions of Law will focus on the major concerns of the participants.

2. The role of a comprehensive plan in development review is different now than it was before enactment of the Growth Management Act (GMA) in 1990 and the Local Project Review Act, Chapter 36.70B RCW, in 1995. The GMA requires localities which are subject to its requirements, which the City is, to enact development regulations to implement their comprehensive plans. [RCW

36.70A.040(3)] The Local Project Review Act establishes a mandatory “consistency” review for “project permits”, a term defined by the Act to include subdivisions. [RCW 36.70B.020(4)]

(1) Fundamental land use planning choices made in adopted comprehensive plans and development regulations shall serve as the foundation for project review. The review of a proposed project’s consistency with applicable development regulations or, in the absence of applicable regulations the adopted comprehensive plan, under RCW 36.70B.040 shall incorporate the determinations under this section.

(2) During project review, a local government or any subsequent reviewing body shall determine whether the items listed in this subsection are defined in the development regulations applicable to the proposed project or, in the absence of applicable regulations the adopted comprehensive plan. At a minimum, such applicable regulations or plans shall be determinative of the:

- (a) Type of land use permitted at the site, including uses that may be allowed under certain circumstances, such as planned unit developments and conditional and special uses, if the criteria for their approval have been satisfied;
- (b) Density of residential development in urban growth areas; and
- (c) Availability and adequacy of public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by [the Growth Management Act].

[RCW 36.70B.030, emphasis added] Thus, state law holds that a comprehensive plan is applicable during project review only where development regulations have not been adopted to address a particular topic. The regulatory assumption is that plans set a framework for subsequent regulations which serve to control development actions.

3. The state Supreme Court has also addressed this issue. In *Citizens v. Mount Vernon* [133 Wn.2d 861, 947 P.2d 1208 (1997), *reconsideration denied*] the Court ruled that “[RCW 36.70B.030(1)] suggests ... a comprehensive plan can be used to make a specific land use decision. Our cases hold otherwise.” [at 873]

Since a comprehensive plan is a guide and not a document designed for making specific land use decisions, conflicts surrounding the appropriate use are resolved in favor of the more specific regulations, usually zoning regulations. A specific zoning ordinance will prevail over an inconsistent comprehensive plan. If a comprehensive plan prohibits a particular use but the zoning code permits it, the use would be permitted. These rules require that conflicts between a general comprehensive plan and a specific zoning code be resolved in the zoning code’s favor.

[*Mount Vernon* at 873-74, citations omitted] The City has adopted development regulations to implement any Comprehensive Plan policies that might otherwise be applicable in this case. Therefore, consideration of Comprehensive Plan policies is neither appropriate nor required.

4. Both Option A and Option B would resolve the recreation space short-comings which afflicted both Exhibits 3 and 19. The dysfunctional recreation area fronting 244<sup>th</sup> Avenue NE (Former Tract B) has been eliminated. The recreation space has been consolidated into a meaningful, usable central location (Tract D) within the subdivision. The trail, which provides a beneficial short-cut between the central recreation space and the sidewalk along 244<sup>th</sup> Avenue NE (Tract C), has been retained. The recreation space meets the specific locational and size requirements of the SMC. Either option is perfectly acceptable from a recreation space perspective.
5. NE 26<sup>th</sup> Court is perfectly adequate as an access street to serve *Gabrielle's Place*. It may have been designed and constructed to look like an off-center cul-de-sac, but the record of its creation makes clear that even back in 2005 the possibility that it would serve as access to the property to the south was understood. That the 26<sup>th</sup> Court Residents were not aware of that fact does not change that fact. That they may have been told something else by real estate salespersons also does not change that fact.

Further, NE 26<sup>th</sup> Court is physically adequate to serve as access for additional residences. It has adequate sight distance (admittedly minimal, but adequate nevertheless) at its intersection with 244<sup>th</sup> Avenue NE. It has adequate pavement width. With the sidewalk which will be built along its south side by the developer of *Gabrielle's Place*, it will have sidewalks along both its sides. It presently handles only about 70 ADT; its classification and design is for a street capable of handling between 300 and 1,000 ADT. The additional 14 lots in *Gabrielle's Place*, plus the two lots at the west end of the private road outside the subdivision which will now access 244<sup>th</sup> Avenue NE through the subdivision, will theoretically add another 160 ADT to NE 26<sup>th</sup> Court. The theoretical total would then be 230 ADT, still well below the design expectation. While the percentage traffic increase will be significant, the absolute increase will not be remarkable. (For example: An increase from 1 ADT to 5 ADT is a 500% increase, but an inconsequential absolute increase.)

Finally, the name "Court" does not dictate the use to which a public street may be put. While street naming conventions usually reflect the direction and/or classification of a street ("avenues" are usually north-south through streets; "streets" are usually east-west through streets; "places" are often intermediate streets), that system is not always followed and, in any event, is not a restriction on the use to which a public street may be put.

6. The Examiner's evaluation of the evidence and testimony does not show that shifting the *Gabrielle's Place* street intersection point with NE 26<sup>th</sup> Court further to the east would achieve any substantial benefit. NE 26<sup>th</sup> Court is less than 400 feet long (measured from the centerline of 244<sup>th</sup> Avenue NE to the center point of the cul-de-sac bulb). The centerline of the currently proposed intersection point will be about 340 feet west of the west edge of the 244<sup>th</sup> Avenue NE pavement. The intersection

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point could not be moved more than two lots to the east – it has to be at least 150 feet west of 244<sup>th</sup> Avenue NE to meet PWS requirements. There is no evidence in the record to suggest that vehicle speeds will be markedly different if the intersection point is 150 feet west of 244<sup>th</sup> Avenue NE versus 340 feet west of 244<sup>th</sup> Avenue NE.

And, as difficult as it may be for some to hear, public streets are not intended or built to serve as play areas for children. Children should not be playing in the street, whether that street be a cul-de-sac or a through street.

7. Public Works relies on Subsections (2), (3), and (4) in SMC 19A.08.100 as the basis for its interpretations of the PWS that a street stub to the west is needed, a cul-de-sac in the plat is not appropriate, Tract F need not be built to half-street standards, and a new access to 244<sup>th</sup> Avenue NE would be inappropriate. (Exhibit 30)

The referenced subsections of SMC 19A.08.100 relate “to determinations ... under this section whether dedication or deeding of right-of-way is required” in a proposed subdivision. [SMC 19A.08.100, ¶ 1, sentence 1] Whether right-of-way is required to be dedicated/deeded is the sole subject of SMC 19A.08.100. The linkage between that topic and some of Public Works’ positions is somewhat tenuous.

But even more fundamentally, the last sentence in the first paragraph of SMC 19A.08.100 restricts the ability to require dedications to situations “where facts support that such dedication is reasonably necessary as a result of the impact created by the proposed development”. That requires a subjective judgement based upon facts in the record. Section 19A.08.100 SMC does not mandate anything, it authorizes something if certain conditions are present.

8. Public Works prefers Option B in large measure because it believes that a public street stub to the west is required by the PWS. Public Works (Exhibit 30) and the Department (Testimony) argued that PWS.15.040 sets an objective standard which requires that a street stub be provided to the west. The Examiner disagrees with that interpretation of PWS.15.040.

The sentence in PWS.15.040 upon which the staff relies is not without some ambiguity:

The layout of streets shall provide for the continuation of existing principal streets in adjoining subdivisions or of their proper projection when adjoining property is not subdivided.

[PWS.15.040, ¶ 2] A declaratory sentence, which the quoted sentence is, consists of a subject, a verb, and an object. The subject of this sentence is “layout” which is modified by “of streets”. “Layout” is singular, not plural. The verb is “shall provide”. The ambiguity occurs in trying to decipher whether the object is simple or compound. If the object is compound, then the sentence should be able to be divided into separate sentences, each with a single object.

At first blush, the sentence seems to have a compound object, divided at the word “or”: The first object is “continuation” and the second object is “projection”. In this interpretation, the antecedent of “their” is seemingly the subject, “layout of streets”. (But “their” is a plural pronoun while “layout” is a singular noun. This interpretation creates a pronoun mis-match.) This interpretation would lead to the following replacement single-object sentences:

The layout of streets shall provide for the continuation of existing principal streets in adjoining subdivisions. The layout of streets shall provide of their proper projection when adjoining property is not subdivided.

However, when restructured that way, the second sentence is awkward and the “of” in the second sentence makes no sense; it is the wrong preposition.<sup>23</sup>

It is perhaps more likely that the author(s) of that sentence intended “layout of streets” to be the subject and “existing principal streets” to be the sole object, with the object modified by two clauses divided by the “or”. In this interpretation, the antecedent of “their” would be “existing principal streets”. In this interpretation, the plural “their” is a proper substitute for the plural “existing principal streets”. Substituting “existing principal streets” for “their,” would lead to the following pair of simplified sentences:

The layout of streets shall provide for the continuation of existing principal streets in adjoining subdivisions. The layout of streets shall provide for existing principal streets proper projection when adjoining property is not subdivided.

While not grammatically smooth,<sup>24</sup> at least the plural pronoun matches the plural noun it is replacing.

9. Regardless of how one chooses to interpret the quoted sentence in PWS.15.040, it is not an objective standard mandating a particular action. The term “principal streets” is nowhere defined in the PWS, nor is it apparently used anywhere else in the PWS. That then begs the question: What is a principal street? Staff was not able to answer that question convincingly during the reopened hearing. The Examiner concludes that it is unnecessary to answer that question to properly adjudicate *Gabrielle's Place*.

The stub which Public Works believes is mandatorily required would not continue (connect to) an existing street (of any type) in an adjoining subdivision. The stub would arguably serve unplatted parcels to the southwest (which already have frontage on an opened and maintained public street, NE 25<sup>th</sup> Street). Thus, it is the second part of the sentence that would arguably apply. That part of the

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<sup>23</sup> The preposition should be “for,” but the Examiner does not want to change the words for the purposes of this analysis.  
<sup>24</sup> It would read better if “streets” were made possessive (“streets’”), but here again the Examiner does not want to change the words for the purpose of this analysis.

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sentence creates a subjective test: The proposed extension has to be a “proper projection” in order to be required. Whether something is “proper” is not an objective standard, it is a subjective standard.

10. The Examiner concludes that the likelihood of needing to extend the *Gabrielle's Place* street to the west as a full public street is remote and speculative. Both of the lots to the southwest that could arguably be subdivided and served by such a street could also be subdivided and served by NE 25<sup>th</sup> Street, an existing public street. Option A leaves open the possibility that a street could be extended westerly, but it provides a much better design than does Option B in the more likely event that such an extension is never required.

Further, Public Works' argument that the proposed turnaround in Tract A at the west end of Tract F could serve as the required turnaround for the end of the public street by simply placing a public use easement over Tract F is not supportable: It would essentially make Tract F a public street without requiring that it be improved to public street standards. Option A provides a fully compliant cul-de-sac bulb at the end of the public street, while leaving the turnaround in Tract A to serve only traffic going to and from Proposed Lots 13 and 14 on the private road.

The Examiner concludes that Option B does not create a “proper projection” of the internal street. Therefore, the Examiner concludes that Option A is preferable.

11. If Option A is selected, then the question of half-street improvements in Tract F becomes moot: Tract F will contain a private road, not a public street. Tract F will need to be improved to private road standards for the four lots it will serve.
12. While the Examiner does not agree entirely with Public Works' justification for opposing a new direct access onto 244<sup>th</sup> Avenue NE,<sup>25</sup> the Examiner does agree that such a new access point is not necessary and would not be desirable. One of the goals of intersection spacing requirements is to minimize conflicting turning movements on the higher classified street. Since 244<sup>th</sup> Avenue NE is a designated minor arterial [PWS.15.050.A, Minor Arterials list], preservation of its functional carrying capacity is important. Where a new intersection can be avoided, common sense indicates that it should be avoided. A new public street intersection can not only be avoided, but the existing private road intersection can be eliminated by approving either Option A or Option B.
13. The 26<sup>th</sup> Court Residents concern about *Gabrielle's Place* residents using their recreation facilities in *Montecino Estates* is valid, but the Examiner has no authority to impose a solution. The possibility of residents in one development using the recreation facilities in an adjoining development is omnipresent wherever adjoining developments with recreation facilities exist. It would be patently wrong to deny a subdivision proposal solely because future residents in that subdivision might try to use the recreation facilities in an adjoining subdivision.

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<sup>25</sup> The PWS contain conflicting intersection spacing guidance. [PWS.15.050, Table XXX, v. PWS.15.160.C] Resolution of the conflicts between those provisions is not as simple as suggested by the Department, nor required to decide this case.

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Perhaps the best solution would be for the *Montecino Estates* property owners (who have no HOA) to petition CR Builders to become a part of the *Gabrielle's Place* HOA. All 21 owners could then share and share alike in the use and maintenance of the recreation (and other community facilities) within the two developments – essentially becoming one development. The Examiner cannot order that such an action occur, but the affected parties may wish to discuss its pros and cons among themselves.

14. Based upon all the evidence in the record, the Examiner concludes that *Gabrielle's Place* Option A meets the considerations within SMC 20.10.200. All evidence demonstrates compliance with zoning code, subdivision code, and Environmentally Sensitive Areas regulations.
15. Given all the evidence in the record, the Examiner concludes that *Gabrielle's Place* Option A complies with the review criteria of SMC 20.10.220. The proposed subdivision allows development at the density expected under the Comprehensive Plan, does not thwart future development of surrounding properties, makes appropriate provision for all items listed in that code section, and will serve the public use and interest.
16. The recommended conditions of approval as set forth in Exhibit 32 are reasonable, supported by the evidence, and capable of accomplishment with the following changes:
  - A. Recommended Condition 3. The specific exhibit for which preliminary subdivision approval is granted should be stated in a preeminent place among the conditions. This recommended condition will be slightly restructured and moved up to be the first condition.
  - B. No development activity may occur until the subject property has been legally created. Until the BLA is approved and recorded, the property for which subdivision approval is sought will not legally exist. And until it exists as a legal development parcel, development cannot occur. A new condition will be added to require completion of the BLA before any development activity occurs.
  - C. NE 26<sup>th</sup> Court should be used as little as possible by heavy construction equipment working on the subdivision's infrastructure. Developers of new subdivisions typically bond for installation of the final lift of street asphalt just so their heavy equipment will not chew up the new, smooth surface. NE 26<sup>th</sup> Court is a relatively new, smooth surfaced street. If there is an alternative access to the development for construction equipment, it should be taken based upon the public use and interest criterion. There is such an alternative: The existing private road which basically lies within Proposed Tract C, the trail tract. That road can be used by heavy equipment during much of the development phase. There will come a time when that road can no longer be used; the 26<sup>th</sup> Court Residents need to understand that construction equipment will have to use "their" street during parts of the development process. A condition will be added to this effect.

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- D. The proposal uses the private road within Tract F for access to two of the proposed lots. The developer should be required to upgrade that road, as necessary, to meet PWS private road standards within the bounds of the subdivision. A new condition will be added to that effect.
- E. Recommended Condition 7. This recommended condition cites to "SMC 14A.05.10." No such section exists in the SMC. Chapter 14.05 SMC contains nothing but definitions for terms found in Title 14A. Chapter 14A.10 SMC is the concurrency chapter, not the traffic impact fee chapter. Chapter 14A.15 SMC is the traffic impact fee chapter. The Examiner concludes that staff must have intended to cite Chapter 14A.15 SMC. That correction will be made.
- F. Recommended Conditions 9, 10, 14, 15, 17, and 22. All of these conditions pertain to one or more of the versions of the preliminary plat which are not being approved. They conflict with the version being approved. They must be deleted.
- G. Recommended Condition 13. This condition seeks to prohibit direct vehicular access to 244<sup>th</sup> Avenue NE, as does Recommended Condition 30. Recommended Condition 13 is in the section of the conditions which list actions that must be completed before the City accepts infrastructure improvements; Recommended Condition 30 is in the section of the conditions which list restrictions that must appear on the face of the final plat. The latter is the appropriate location for an access restriction condition. The former will be eliminated.
- H. The PWS limit the number of lots that may be served by a private road to four. Therefore, Proposed Lot 9 must be barred from access to Tract E and Proposed Lot 11 must be barred from access to Tract F. Those restrictions need to appear on the face of the final plat so that they will be enforceable after the plat has been recorded. New conditions will be added to that effect.
- I. Recommended Condition 23. This condition is substantively a duplicate of recommended Condition 47. It will be eliminated in favor of the latter.
- J. Recommended Conditions 43 and 44. These are the tree retention conditions. Both include citations to code provisions which existed when this application vested but which no longer exist: All tree retention provisions were moved into new Chapter 21A.37 SMC effective October 14, 2015. The citations are correct for this project, but they need to be identified as "former" code provisions. Those changes will be made.
- K. Recommended Conditions 47 - 49. These are mitigation fee conditions. CR Builders correctly notes (Exhibit 36; and testimony) that such fees are entitled to credit for the two existing residences on the subject property. The question of how to allocate the credits is not addressed in adopted code and has been the subject of discussion in several preliminary subdivision cases over the past year. The Examiner and other staff planners have arrived at a

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standard protocol: Credits are allocated to the first residential building permit applications filed within the plat. Unless and until such time as the City Council codifies a different allocation system, the Examiner intends to apply the one that has been used in recent months.

- L. A few minor, non-substantive structure, grammar, and/or punctuation revisions to Recommended Conditions 4, 11, 12, 23, 25, 28, and 43 will improve parallel construction, clarity, and flow within the conditions.<sup>26</sup> Such changes will be made.

17. Any Finding of Fact deemed to be a Conclusion of Law is hereby adopted as such.

### DECISION

Based upon the preceding Findings of Fact and Conclusions of Law, and the testimony and evidence submitted at the open record hearing, the Examiner **GRANTS** preliminary subdivision approval for *Gabrielle's Place* **SUBJECT TO THE ATTACHED CONDITIONS.**

Revised Decision issued May 26, 2016.

  
John E. Galt  
Hearing Examiner

### HEARING PARTICIPANTS<sup>27</sup>

Todd Levitt  
Melissa Hawthorne  
Haim Strasbourger  
Jeff Schramm  
Chris Bricket  
Chad Hawthorne

Emily Arteche  
Jami Balint, sworn counsel  
James Olsen  
Marcee Williams  
David Pyle

### NOTICE of RIGHT of JUDICIAL REVIEW

<sup>26</sup> The Recommended Conditions contain incorrect code citation formatting in several places. A citation with three elements (e.g.: 19A.12.020) is a citation to a code section, not to a code chapter. Chapter citations contain only two elements (e.g.: 19A.12). Such errors will be corrected in all occurrences.

<sup>27</sup> This list includes witnesses at both the original and the reopened hearings. The official Parties of Record register is maintained by the City's Hearing Clerk.

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This Decision: Revised After Reconsideration is final and conclusive subject to the right of review in Superior Court in accordance with the procedures of Chapter 36.70C RCW, the Land Use Petition Act. See Chapter 36.70C RCW and SMC 20.10.250 for additional information and requirements regarding judicial review.

The following statement is provided pursuant to RCW 36.70B.130: "Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation."

**CONDITIONS OF APPROVAL  
GABRIELLE'S PLACE  
PSUB2015-00104**

This Preliminary Subdivision is subject to compliance with all applicable provisions, requirements, and standards of the Sammamish Municipal Code, standards adopted pursuant thereto, and the following special conditions:

General Conditions:

1. Exhibit 31A is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.
2. Prior to approval of any site development permits and/or site development work, the subject property shall have been legally created by approval and recordation of BLA2015-00105.
3. Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on May 26, 2015, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.
4. Preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 60 months (5 years) as required by SMC 19A.12.020, provided Plator may file for an extension as permitted by code.
5. Continuous access shall be provided during construction to any and all existing homes that access through the proposed development, with only limited interruption or delay. Heavy construction equipment shall avoid using NE 26<sup>th</sup> Court to the greatest extent feasible during site development work.

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6. The roadway transition from the proposed improvements along the frontage of 244th Avenue NE shall be updated during the final engineering phase to match AASHTO requirements.
7. For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with Chapter 27A SMC, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A.16 SMC.
8. The Plator shall comply with the payment of traffic impact fees for 12 lots in accordance with Chapter 14A.15 SMC.
9. A bond quantity worksheet must also be provided and, after approved by the City, shall be the basis of a performance bond that must be posted with the City to ensure that improvements are installed.

Prior to City Acceptance of Improvements:

10. The private road within Tract F shall be improved to PWS private road standards.
11. Half street frontage improvements and 3.5 feet of right-of-way dedication shall be provided on 244th Avenue NE consistent with a minor arterial or as approved by the City Engineer during final engineering. Road transitions to north and south of frontage improvements shall be provided consistent with AASHTO standards. The existing channelization on 244th Avenue NE shall be modified, if needed, for access to the proposed development.
12. Three feet of right-of-way dedication and improvements shall be provided on NE 26th Court.
13. Illumination shall be provided on 244th Avenue NE consistent with the City's standards for average foot candles and uniformity for a minor arterial. Luminaires shall be full cut off and LED. Pole type and style shall be approved by Public Works.
14. Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM), the City of Sammamish Addendum to the 2009 KCSWDM, and the City of Sammamish Stormwater Management Comprehensive Plan;
15. Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televised for inspection;
16. Prior to acceptance into the Maintenance and Defect period, project close-out documents including as-builts and final corrected TIR shall be submitted to Public Works for approval;
17. The Plator shall purchase from the City and install drain markers on each catch basin within the plat (Only Rain Down the Drain). Installation instructions are provided with drain markers;

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Concurrent with or Prior to Final Plat:

18. The Platator shall complete dedication of right-of-way for NE 26th Court, for the proposed interior cul-de-sac, and for 244th Avenue NE.
19. At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, and other stormwater related facilities. Final lift of asphalt may be bonded unless otherwise directed by Public Works.
20. All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. No parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed street and private roads with clear widths of 20 feet or less.
21. A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.
22. Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM City of Sammamish Addendum.
23. A Public Works performance bond shall be posted consistent with the 2009 KCSWDM.

Conditions to appear on the face of the Final Plat (italicized text shall be included verbatim):

24. *No direct driveway access shall be allowed onto 244th Avenue NE.*
25. *No driveway access shall be allowed from Lot 9 to the private road within Tract E.*<sup>28</sup>
26. *No driveway access shall be allowed from Lot 11 to the private road within Tract F.*<sup>29</sup>
27. Unless located within a recreation tract and public easements provided, all Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. Language to this effect shall be shown on the face of the final plat.

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<sup>28</sup> If lot and/or tract numbers and/or identifiers at the time of recording differ from those on the approved preliminary plat, the new numbers/identifiers shall be substituted.

<sup>29</sup> If lot and/or tract numbers and/or identifiers at the time of recording differ from those on the approved preliminary plat, the new numbers/identifiers shall be substituted.

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28. *Maintenance of all landscape strips along the internal plat roads, NE 26th Court within the project (south side of existing NE 26th Court) and 244th Avenue NE shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat.*
29. *If applicable with the design and construction of a stormwater pond, "Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association."*
30. *Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.*
31. *Individual lot flow control BMP's in accordance with the 2009 King County Surface Water Design Manual shall be provided with each single family residential building permit unless otherwise incorporated into the site development plans.*
32. *All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment.*
33. *Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development.*
34. *Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented.*
35. *All lots containing or adjacent to infiltration or dispersion trenches/facilities shall be graded such that the flow path is directed away from the building foundation.*
36. *Unless directed to individual lot flow control BMP's, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated tightline in accordance with the 2009 King County Surface Water Design Manual. The approved Site Development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.*
37. *In accordance with City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit.*

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38. *Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant to SMC 13.30.020.*
39. Trees retained pursuant to former SMC 21A.35.210 shall be identified on the face of the final plat for retention.
40. *Trees identified on the face of this plat have been retained pursuant to the provisions of former SMC 21A.35.210. Retained trees are subject to the tree protection standards of former SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with former SMC 21A.35.240.*
41. *No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.*
42. The Plator shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat.
43. The Plator shall include a note regarding the payment of street impact fees in accordance with Chapter 14A.15 SMC. Specific language related to the payment of the street impact fees for 12 new lots shall be reviewed and approved by the City prior to final plat approval. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.
44. *Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees have been paid at final plat for 12 new lots. The remaining fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.*
45. *Consistent with Chapter 14A.20 SMC, the plat is subject to parks impact fees which shall be paid at the time of building permit issuance for 12 new lots, together with an administrative fee. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.*
46. *Pursuant to Chapter 13.15 SMC, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit.*



# GABRIELLE'S PLACE

A PORTION OF THE SE 1/4, OF THE SE 1/4,  
SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

## LEGAL DESCRIPTION

### PARCEL A (TPN 222506-9016-02)

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 1,056 FEET THEREOF;

AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO THE KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 4781252;

AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SAMMAMISH BY DEED RECORDED UNDER RECORDING NO. 20120808001137.

### PARCEL B (TPN 222506-9030-04)

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;  
THENCE NORTH 02°05'09" EAST ALONG THE EASTERLY LIMIT OF SAID SUBDIVISION A DISTANCE OF 656.72 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE NORTH 89°32'56" WEST ALONG THE NORTHERLY LIMIT OF SAID SUBDIVISION 30.01 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 89°32'56" WEST 387.81 FEET;  
THENCE SOUTH 02°05'09" WEST PARALLEL TO THE EASTERLY LIMIT OF SAID SUBDIVISION A DISTANCE OF 140.58 FEET;  
THENCE SOUTH 89°38'03" EAST PARALLEL TO THE SOUTHERLY LIMIT OF SAID SUBDIVISION 387.81 FEET TO A POINT ON THE WESTERLY MARGIN OF COUNTY ROAD;  
THENCE NORTH 02°05'09" EAST ALONG SAID ROAD MARGIN 140.00 FEET TO THE TRUE POINT OF BEGINNING;

(BEING KNOWN AS TRACT NO. 1, OF AN UNRECORDED SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.)

### PARCEL C (TPN 222506-9037-07)

LOT A, CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. BLA2015-00105, RECORDED JUNE 24, 2016, UNDER RECORDING NO. 20160624900004; BEING DESCRIBED AS FOLLOWS:

LOT 1, CITY OF SAMMAMISH SHORT PLAT NO. SHP002001, RECORDED UNDER RECORDING NO. 20021002900005, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE EAST 172.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:  
LOT 2, CITY OF SAMMAMISH, SHORT PLAT NO. SHP002001, RECORDED UNDER RECORDING NO. 20021002900005.  
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

## RESTRICTIONS OF RECORD

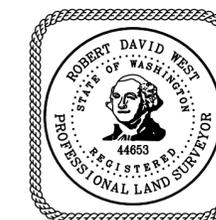
PER CHICAGO TITLE INSURANCE COMPANY GUARANTEE NUMBER 0086359-06 LAST UPDATED JANUARY 6, 2017 AT 8:00AM:  
PARCEL A (TPN 222506-9016-02)

- THIS SITE IS SUBJECT TO A ROAD EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5871476.  
  
THIS SITE IS SUBJECT TO A DECLARATION REGARDING AN ACCESS EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150320000821.
  - THIS SITE IS SUBJECT TO A DECLARATION REGARDING AN ACCESS EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150818001457. SAID INSTRUMENT CONTAINS PROVISIONS FOR THE RELEASE OF THE INTEREST OF THE GRANTORS TO THE EASEMENT RECORDED UNDER RECORDING NUMBER 5871476.
  - THIS SITE IS SUBJECT TO AN EASEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20041201000038.
  - THIS SITE IS SUBJECT TO AN EASEMENT TO KING COUNTY FOR THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 4781252.
  - THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBERS 9307301617, 9811051363, 9901150609, 20040414002865, 20041201000040 AND 20060126001770.
  - THIS SITE IS SUBJECT TO A MEMORANDUM OF DEVELOPER EXTENSION AGREEMENT AND NOTICE OF OBLIGATION TO CONSTRUCT WATER AND SEWER EXTENSION IMPROVEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150824000540.
  - THIS SITE IS SUBJECT TO AN AGREEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR A NO-PROTEST FOR ANNEXATION AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150824000546.
- PARCEL B (TPN 222506-9030-04)
- THIS SITE IS SUBJECT TO RESERVATIONS AND RECITALS TO BRATNOBER COMPANY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 3011665.
  - THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 7912170493.
  - THIS SITE IS SUBJECT TO A REIMBURSEMENT AGREEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20050322001247.
  - THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBERS 9307301617, 9811051363, 9901150609, 20040414002865, 20041201000040 AND 20060126001770.
  - THIS SITE IS SUBJECT TO AN EASEMENT TO KING COUNTY FOR THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 4781244.
  - THIS SITE IS SUBJECT TO A MEMORANDUM OF DEVELOPER EXTENSION AGREEMENT AND NOTICE OF OBLIGATION TO CONSTRUCT WATER AND SEWER EXTENSION IMPROVEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150824000540.
  - THIS SITE IS SUBJECT TO AN AGREEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR A NO-PROTEST FOR ANNEXATION AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150824000545.

## RESTRICTIONS OF RECORD

### PARCEL C (TPN 222506-9037-07)

- THIS THIS SITE IS SUBJECT TO A ROAD EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5871476.  
  
THIS SITE IS SUBJECT TO A DECLARATION REGARDING AN ACCESS EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150320000821.
- THIS SITE IS SUBJECT TO A DECLARATION REGARDING AN ACCESS EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150818001457. SAID INSTRUMENT CONTAINS PROVISIONS FOR THE RELEASE OF THE INTEREST OF THE GRANTORS TO THE EASEMENT RECORDED UNDER RECORDING NUMBER 5871476.
- THIS SITE IS SUBJECT TO AN EASEMENT TO PUCET SOUND POWER AND LIGHT COMPANY FOR ELECTRIC LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 5898049.
- THIS SITE IS SUBJECT TO AN EASEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR WATER LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20041201000041.
- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS PER KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L99L3048 RECORDED UNDER RECORDING NUMBER 2000011900014.  
  
A DECLARATION REGARDING ACCESS EASEMENT DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150320000821.  
  
A DECLARATION REGARDING ACCESS EASEMENT DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150320000457.
- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS DISCLOSED BY CITY OF SAMMAMISH SHORT PLAT NO. SHP002001 RECORDED UNDER RECORDING NUMBER 20021002900005.
- THIS SITE IS SUBJECT TO A NOTICE OF WELL ABANDONMENT AND THE MATTERS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 19990622001096.
- THIS SITE IS SUBJECT TO KING COUNTY NOTICE OF ON-SITE SEWAGE SYSTEM OPERATION AND MAINTENANCE REQUIREMENTS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20060321001568.
- THIS SITE IS SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20000731000351.
- THIS SITE IS SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20000815001907.
- THIS SITE IS SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF TO CONSOLIDATE EXEMPT WELL WATER RIGHT AND ABANDON EXEMPT WELL, AND PROHIBIT FUTURE EXEMPT WELLS IN EXCHANGE FOR WATER SERVICE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20011019001328.
- THIS SITE IS SUBJECT TO MATTERS CONTAINED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20130808001713.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF NOTICE OF CHARGES BY WATER, SEWER, AND/OR STORM AND SURFACE WATER UTILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBERS 9307301617, 9811051363, 20041201000040 AND 20060126001770.
- THIS SITE IS SUBJECT TO A MEMORANDUM OF DEVELOPER EXTENSION AGREEMENT AND NOTICE OF OBLIGATION TO CONSTRUCT WATER AND SEWER EXTENSION IMPROVEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150824000540.
- THIS SITE IS SUBJECT TO AN AGREEMENT TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT FOR A NO-PROTEST FOR ANNEXATION AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20150824000544.
- THIS SITE IS SUBJECT TO MATTERS DISCLOSED BY A SURVEY OF SAID PREMISES BY CORE DESIGN IN., DATED JANUARY 20, 2015 UNDER JOB NO. 15002, AS FOLLOWS:  
A. LOCATION OF A FENCE 0.5 FEET EAST OF THE WEST PROPERTY LINE, AND ANY ADVERSE RIGHTS STEMMING THEREFROM.
- THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTION AS DISCLOSED BY CITY OF SAMMAMISH BOUNDARY LINE ADJUSTMENT NO. BLA2015-00105 RECORDED UNDER RECORDING NUMBER 20160624900004.
- THIS SITE IS SUBJECT TO GRINDER PUMP SERVICE AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20160706000113.
- THIS SITE IS SUBJECT TO LOCAL FACILITY CHARGE PAYMENT FOR FUTURE PERMANENT FACILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20160706000112.



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ENGINEERING • PLANNING • SURVEYING

JOB NO. 15002

# GABRIELLE'S PLACE

A PORTION OF THE SE 1/4, OF THE SE 1/4,  
SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

**NOTES**

- TRACT A, A STORM DRAINAGE DETENTION TRACT, IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH FOR ACCESS, INSPECTION, MAINTENANCE AND REPAIR OF THE STORMWATER FACILITIES WITHIN SAID TRACT. THE CITY OF SAMMAMISH SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PUBLIC STORMWATER FACILITIES LYING WITHIN SAID TRACT. MAINTENANCE OF LANDSCAPING STRIPS ALONG THE STORMWATER POND PERIMETER OTHER THAN THE INTERIOR POND EMBANKMENTS SHALL BE THE RESPONSIBILITY OF THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION. FURTHER, AN EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH OVER THE SOUTH 30.00 FEET OF SAID TRACT FOR THE PURPOSE OF FUTURE DEDICATION AS RIGHT-OF-WAY IF THE CITY REQUIRES THE AREA FOR ROADWAY EXTENSION PURPOSES.
- TRACT C, A PRIVATE ACCESS TRAIL TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS FOR SAID TRACT TO THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THE OWNERS OF LOTS 1 THROUGH 14 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE FACILITIES WITHIN SAID TRACTS.
- TRACT D, AN OPEN SPACE/RECREATIONAL TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS FOR SAID TRACT TO THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THE OWNERS OF LOTS 1 THROUGH 14 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE FACILITIES WITHIN SAID TRACTS.
- TRACT E, A PRIVATE ACCESS AND UTILITIES TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS FOR SAID TRACT TO THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THE OWNERS OF LOTS 1 THROUGH 14 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE FACILITIES WITHIN SAID TRACTS.
- TRACT F, A PRIVATE ACCESS AND UTILITIES TRACT, IS HEREBY GRANTED AND CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS FOR SAID TRACT TO THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. SHOULD THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTS, THE OWNERS OF LOTS 1 THROUGH 14 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE FACILITIES WITHIN SAID TRACTS. FURTHER, AN EASEMENT IS HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH OVER THE ENTIRETY OF SAID TRACT FOR THE PURPOSE OF FUTURE DEDICATION AS RIGHT-OF-WAY IF THE CITY REQUIRES THE AREA FOR ROADWAY EXTENSION PURPOSES.
- NO DIRECT DRIVEWAY ACCESS SHALL BE ALLOWED ONTO 244TH AVENUE NE.
- NO DRIVEWAY ACCESS SHALL BE ALLOWED FROM LOT 9 TO THE PRIVATE ROAD WITHIN TRACT E.
- NO DRIVEWAY ACCESS SHALL BE ALLOWED FROM LOT 11 TO THE PRIVATE ROAD WITHIN TRACT F.
- MAINTENANCE OF ALL LANDSCAPE STRIPS ALONG THE INTERNAL PLAT ROADS, NE 26TH COURT WITHIN THE PROJECT (SOUTH SIDE OF EXISTING NE 26TH COURT) AND 244TH AVENUE NE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION. UNDER NO CIRCUMSTANCES SHALL THE CITY BEAR ANY MAINTENANCE RESPONSIBILITIES FOR LANDSCAPING STRIPS CREATED BY THE PLAT.
- INDIVIDUAL LOT FLOW CONTROL BMP'S IN ACCORDANCE WITH THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL SHALL BE PROVIDED WITH EACH SINGLE FAMILY RESIDENTIAL BUILDING PERMIT UNLESS OTHERWISE INCORPORATED INTO THE SITE DEVELOPMENT PLANS.
- ALL LANDSCAPED AREAS OF THE PLAT AND INDIVIDUAL LOTS SHALL INCLUDE A MINIMUM OF 8-INCHES OF COMPOSTED SOIL AMENDMENT.
- MAINTENANCE OF ILLUMINATION ALONG ALL LOCAL AND PRIVATE ROADS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR JOINTLY SHARED BY THE OWNERS OF THE DEVELOPMENT.
- METAL PRODUCTS SUCH AS GALVANIZED STEEL, COPPER, OR ZINC SHALL NOT BE USED IN ALL BUILDING ROOFS, FLASHING, GUTTERS, OR DOWNSPOUTS UNLESS THEY ARE TREATED TO PREVENT METAL LEACHING AND SEALED SUCH THAT CONTACT WITH STORM WATER IS PREVENTED.
- ALL LOTS CONTAINING OR ADJACENT TO INFILTRATION OR DISPERSION TRENCHES/FACILITIES SHALL BE GRADED SUCH THAT THE FLOW PATH IS DIRECTED AWAY FROM THE BUILDING FOUNDATION.
- UNLESS DIRECTED TO INDIVIDUAL LOT FLOW CONTROL BMP'S, ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN SYSTEM AS SHOWN ON THE APPROVED PLAT SITE DEVELOPMENT PERMIT ON FILE WITH THE CITY OF SAMMAMISH. THE CONNECTION TO THE STORM SYSTEM SHALL BE THROUGH A PERFORATED TIGHTLINE IN ACCORDANCE WITH THE 2009 KING COUNTY SURFACE WATER DESIGN MANUAL. THE APPROVED SITE DEVELOPMENT PERMIT SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL.
- PURSUANT TO THE KING COUNTY SURFACE WATER DESIGN MANUAL, ALL LOTS IN THIS SUBDIVISION ARE REQUIRED TO PROVIDE FLOW CONTROL BMP'S WHICH WILL BE IMPLEMENTED IN CONJUNCTION WITH THE CONSTRUCTION OF EACH HOME. THE REQUIRED AMOUNT OF IMPERVIOUS AREA ON EACH LOT WHICH MUST BE MITIGATED THROUGH THE USE OF FLOW CONTROL BMP'S IS EQUAL TO 10% OF THE LOT AREA. \* LOTS OVER 11,000 S.F. REQUIRE 20% MITIGATED IMPERVIOUS. SEE TABLE BELOW.

LOT #	LOT AREA (SF)	MITIGATED IMPERVIOUS SURFACE AREA (SF)
1	10,999	1,100
2	9,428	943
3	6,952	695
4	8,178	818
5*	13,729	2,746
6	7,320	732
7	7,320	732
8	7,472	747
9	7,375	738
10	7,136	714
11	8,549	855
12	7,893	789
13	8,322	832
14	8,054	805

**NOTES CONTINUED**

- IN ACCORDANCE WITH CITY OF SAMMAMISH ORDINANCE NO. 02002-112, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE, FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- ILLCIT DISCHARGE OF STORMWATER POLLUTANTS FROM PRESSURE WASHING, CAR WASHING, AND OTHER ROUTINE MAINTENANCE OF HOUSEHOLD APPURTENANCES SUCH AS SIDING, ROOF, AND WINDOWS SHALL BE PREVENTED FROM ENTERING THE STORM DRAIN SYSTEM. MEASURES SUCH AS DIRECTING WATER TO A GREEN, VEGETATED AREA OR COVERING THE DOWNSTREAM CATCH BASINS SHALL BE REQUIRED AND ENFORCED PURSUANT TO SMC 13.30.020.
- TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF FORMER SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF FORMER SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH FORMER SMC 21A.35.240
- NO LOT OR PORTION OF A LOT SHALL BE SUBDIVIDED AND SOLD, OR RESOLD, OR ITS OWNERSHIP CHANGED OR TRANSFERRED IN VIOLATION OF APPLICABLE CITY, COUNTY, STATE, OR FEDERAL STANDARDS, RULES, REGULATIONS OR LAWS.
- PURSUANT TO CHAPTER 21A.105 SMC, FIFTY PERCENT OF THE SCHOOL IMPACT FEES HAVE BEEN PAID AT FINAL PLAT FOR 12 NEW LOTS. THE REMAINING FIFTY PERCENT OF THE SCHOOL IMPACT FEES, PLUS AN ADMINISTRATIVE FEE, SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE. THE FIRST TWO SINGLE-FAMILY RESIDENCE BUILDING PERMIT APPLICATIONS SUBMITTED TO THE CITY ARE EXEMPT FROM THIS IMPACT FEE.
- CONSISTENT WITH CHAPTER 14A.20 SMC, THE PLAT IS SUBJECT TO PARKS IMPACT FEES WHICH SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR 12 NEW LOTS, TOGETHER WITH AN ADMINISTRATIVE FEE. THE FIRST TWO SINGLE-FAMILY RESIDENCE BUILDING PERMIT APPLICATIONS SUBMITTED TO THE CITY ARE EXEMPT FROM THIS IMPACT FEE.
- AT THE TIME OF FINAL PLAT, THIRTY PERCENT (30%) OF THE REQUIRED TRAFFIC IMPACT FEES WERE PAID CONSISTENT WITH THE PROVISIONS OF SMC 14A.15 FOR 12 LOTS. AT BUILDING PERMIT ISSUANCE OR AS OTHERWISE APPROVED BY THE CITY, A FINAL PAYMENT SHALL BE MADE EQUAL TO ONE HUNDRED PERCENT (100%) OF THE IMPACT FEE, LESS A CREDIT FOR ANY DEPOSITS PAID FOR ALL THOSE BUILDING PERMITS ISSUED. IF A BUILDING PERMIT IS NOT ISSUED WITHIN TWO YEARS, OR ONE HUNDRED PERCENT (100%) PAYMENT IS NOT OTHERWISE MADE, ALL REMAINING BUILDING PERMITS SHALL BE ASSESSED IMPACT FEES BASED ON THE CURRENT RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE, LESS A CREDIT FOR ANY DEPOSITS PAID.
- PURSUANT TO CHAPTER 13.15 SMC, A SURFACE WATER SYSTEM DEVELOPMENT CHARGE SHALL BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE FOR EACH NEW RESIDENTIAL DWELLING UNIT.
- THE HOUSE ADDRESS SYSTEM FOR THIS PLAT SHALL BE: \_\_\_\_\_ TO \_\_\_\_\_ 242ND COURT NE. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO THE PRINCIPAL ENTRANCE OF EACH RESIDENCE OR BUILDING AT THE TIME OF BUILDING PERMIT ISSUANCE.
- THE GABRIELLE'S PLACE HOME OWNERS ASSOCIATION WAS ESTABLISHED WITH THE SECRETARY OF STATE ON JANUARY 4, 2017. LOTS 1 THROUGH 14 IN THIS SUBDIVISION ARE SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR GABRIELLE'S PLACE, RECORDED UNDER KING COUNTY RECORDING NUMBER \_\_\_\_\_

**PRIVATE EASEMENT PROVISIONS**

THE OWNER(S) OF LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF LOTS BENEFITED AS STATED IN THE EASEMENT NOTES OR ANY OTHER PRIVATE EASEMENT SHOWN AND THEIR ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY BENEFITED. THE OWNER(S) OF LOT BENEFITED AND ITS ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFOR; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES.

HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.

- THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 2 THROUGH 4 IS TO THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 4. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOTS 6 THROUGH 8 IS TO THE BENEFIT OF THE OWNERS OF LOTS 5 THROUGH 8. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE 10' PRIVATE DRAINAGE EASEMENT SHOWN ON LOT 14 IS TO THE BENEFIT OF THE OWNERS OF LOTS 13 AND 14. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
- THE PRIVATE ACCESS EASEMENT SHOWN ON LOT 5 IS THE THE BENEFIT OF THE GABRIELLE'S PLACE HOMEOWNERS ASSOCIATION. THE GABRIELLE'S PLACE HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE ACCESS FACILITIES WITHIN SAID EASEMENT.

**WATER AND SEWER EASEMENT PROVISION (C)(D)**

AN EASEMENT IS HEREBY DEDICATED AND CONVEYED, UPON THE RECORDING OF THIS PLAT, TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT OR ITS SUCCESSORS AND ASSIGNS, OVER, UNDER, THROUGH AND UPON THE EASEMENTS SHOWN ON THIS PLAT DESCRIBED AS "SANITARY SEWER EASEMENT" OR "WATER EASEMENT" AND AS DESCRIBED BELOW:

- THE EXTERIOR 10.00 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF 244TH AVE NE, NE 26TH COURT AND 242ND CT NE OF LOTS 1 THROUGH 5, 9 THROUGH 12 AND TRACTS C, D AND E.
- THE NORTH 26.00 FEET OF LOT 5.
- THE SOUTH 30.00 FEET OF TRACT A.
- TRACTS C, E AND F.
- THE WEST 5.00 FEET OF THE NORTH 5.00 FEET OF LOT 7.
- THE EAST 5.00 FEET OF THE NORTH 5.00 FEET OF LOT 8.
- A STRIP OF LAND, 10.00 FEET IN WIDTH OVER THAT PORTION OF SAID LOTS 5 AND 6, SAID STRIP HAVING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE S00°22'27"W, ALONG THE EAST LINE OF SAID LOT 6, 5.00 FEET TO THE POINT OF BEGINNING; THENCE N00°22'27"E, ALONG SAID EAST LINE AND THE NORTHERLY PROLONGATION THEREOF, 23.32 FEET TO THE SOUTH LINE OF THAT CERTAIN 23.00 FOOT WATER EASEMENT RECORDED UNDER RECORDING NUMBER 20041201000038, RECORDS OF KING COUNTY, WASHINGTON AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE. THE SIDELINES OF THE ABOVE DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED AS REQUIRED, TO INTERSECT AT SAID SOUTH LINE OF SAID EASEMENT AND THE SOUTH LINE OF THE NORTH 5.00 FEET OF SAID LOT 6 AND THE EASTERLY PROLONGATION THEREOF.
- THE EAST 15.00 FEET OF TRACT D.
- ALL THAT PORTION OF LOTS 8 AND 9 LYING NORTH OF THE FOLLOWING DESCRIBED LINE; COMMENCING AT THE NORTH COMMON CORNER OF LOTS 7 AND 8, THENCE ALONG THE NORTH LINE OF SAID LOT 8, N89°37'33"W 25.77 FEET TO A POINT ON A CURVE ON SAID NORTH LINE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE CONTINUING N89°37'33"W ALONG THE WESTERLY PROLONGATION OF SAID LINE, 62.51 FEET TO THE SOUTHEASTERLY MARGIN OF 242ND COURT NE AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.
- A STRIP OF LAND, 15.00 FEET IN WIDTH OVER THAT PORTION OF TRACT A, SAID STRIP HAVING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE S01°27'52"W, ALONG THE WEST LINE OF SAID TRACT, 32.11 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE S27°51'13"W 15.32 FEET; THENCE S01°27'52"W 88.68 FEET TO A POINT 30.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID TRACT AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE. THE SIDELINES OF THE ABOVE DESCRIBED STRIP SHALL BE LENGTHENED OR SHORTENED AS REQUIRED, TO INTERSECT AT SAID WEST LINE AND THE NORTH LINE OF THE SOUTH 30 FEET OF SAID TRACT.
- THAT PORTION OF TRACT A DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST COMMON CORNER OF SAID TRACT A AND TRACT F; THENCE N00°24'39"E, ALONG THE COMMON LINE OF SAID TRACTS, 26.00 FEET; THENCE N89°35'21"W 27.62 FEET TO A POINT OF TANGENCY WITH A 25.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N00°24'39"E 23.00 FEET; THENCE N89°35'21"W 24.00 FEET; THENCE S00°24'39"W 23.00 FEET TO A POINT OF TANGENCY WITH A 25.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N89°35'21"W 27.70 FEET TO THE WEST LINE OF SAID TRACT A; THENCE S01°27'52"E, ALONG SAID LINE 26.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A; THENCE S89°35'21"E, ALONG THE SOUTH LINE OF SAID TRACT A 129.80 FEET TO THE POINT OF BEGINNING.

IN WHICH TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPLACE, REPAIR, REMOVE, RENEW, USE, AND OPERATE WATER AND SEWER SYSTEMS AND APPURTENANCES FOR THIS SUBDIVISION AND OTHER PROPERTY, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENTS AT ALL TIMES WITH ALL NECESSARY MAINTENANCE AND CONSTRUCTION EQUIPMENT FOR THE PURPOSES STATED. THE GRANTOR COVENANTS THAT NO STRUCTURES SHALL BE CONSTRUCTED OR ERECTED OVER, UPON OR WITHIN THESE EASEMENTS, INCLUDING FENCES OR ROCKERIES, AND NO TREES, BUSHES OR OTHER SHRUBBERY SHALL BE PLANTED IN THE AREA OF GROUND FOR WHICH THE EASEMENT IN FAVOR OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS BEEN APPROVED.

FOR EASEMENTS ACROSS THE ENTIRETY OF TRACTS C, E AND F THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OF PAVEMENT REPLACEMENT OR REPAIR NECESSITATED BY DAMAGE INCURRED THROUGH THE NORMAL OPERATION OR MAINTENANCE OF THE WATER AND/OR SEWER FACILITIES, EXCEPT THAT IN THE EVENT THAT THE SURFACING IS REMOVED BY THE GRANTEE FOR ANY UNDERGROUND CONSTRUCTION, UNDERGROUND REPAIR OR REPLACEMENT OF THE WATER AND/OR SEWER LINES, THE SURFACING SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITION PRIOR TO PLACEMENT OF THE WATER OR SEWER.

**UTILITY EASEMENT PROVISION**

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF SAMMAMISH, PUGET SOUND ENERGY COMPANY, THE REGIONAL TELEPHONE COMPANY, THE REGIONAL CABLE TELEVISION COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THOSE EASEMENTS IDENTIFIED AS PUBLIC UTILITY EASEMENTS, THE EXTERIOR 10 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS, IN WHICH TO LAY, INSTALL, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDER GROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC TELEPHONE, T.V. AND GAS SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY THE UTILITY. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, OR CABLE T.V. SHALL BE PLACED OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.



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# GABRIELLE'S PLACE

A PORTION OF THE SE 1/4, OF THE SE 1/4,  
SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON

Exhibit 3

**BASIS OF BEARINGS**

WASHINGTON STATE PLANE, NORTH ZONE. (4601) N02°05'24"E, BETWEEN THE SOUTHEAST CORNER AND THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. PER REF 1.

**REFERENCES**

- BRADFORD PLACE, RECORDED IN VOLUME 271 OF PLATS, AT PAGES 35 THROUGH 39, UNDER KING COUNTY RECORDING NUMBER 20151207000227.
- PLAT OF BROADMOORE, RECORDED IN VOLUME 147 OF PLATS, AT PAGES 33 THROUGH 40, UNDER KING COUNTY RECORDING NUMBER 8908150482. (USED FOR SECTION SUBDIVISION)

**NOTES**

- ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM CHICAGO TITLE INSURANCE COMPANY GUARANTEE NUMBER 0086359-06 LAST UPDATED JANUARY 6, 2017. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED CHICAGO TITLE GUARANTEE. CORE DESIGN, INC. HAS RELIED WHOLLY ON CHICAGO TITLE'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
- THIS SURVEY REPRESENTS VISIBLE PHYSICAL IMPROVEMENT CONDITIONS EXISTING ON MARCH, 2015. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN FEBRUARY, 2014.
- PROPERTY AREA = 174,308± SQUARE FEET (4.0016± ACRES).
- ALL DISTANCES ARE IN FEET.
- THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

**CITY OF SAMMAMISH FIRE APPARATUS ACCESS EASEMENT**

THE OWNER(S) OF THE LAND(S) HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT FOR FIRE APPARATUS AND FIRE AND MEDICAL VEHICLE ACCESS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LAND(S) OF THE GRANTOR FOR THIS PURPOSE. THE OWNER(S) SHALL MAINTAIN THE PAVEMENT AND SUB-BASE OF THE EASEMENT AREA IN A MANNER SUFFICIENT FOR THE USE BY FIRE APPARATUS AND FIRE AND MEDICAL VEHICLES AND SHALL BE SOLELY RESPONSIBLE FOR ALL COST OF DOING SO. THIS EASEMENT AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE SUCCESSORS, HEIRS AND ASSIGNS OF THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED. THE CITY OF SAMMAMISH, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT FOR EMERGENCY PURPOSES. GRANTOR RESERVES THE RIGHT TO USE THE EASEMENT AREA FOR ANY PURPOSE NOT INCONSISTENT WITH THE RIGHTS HEREIN GRANTED, PROVIDED, THAT GRANTOR SHALL NOT ERRECT OR MAINTAIN ANY BUILDING OR OTHER STRUCTURE, OR PERMIT ANY OBSTRUCTION WITH THE EASEMENT AREA WHICH WOULD INTERFERE WITH THE EXERCISE OF THE RIGHT OF ACCESS HEREIN GRANTED INCLUDING INGRESS AND EGRESS TO AND FROM THE EASEMENT AREA.

THE LOCATION OF THE EASEMENT HEREBY GRANTED AND CONVEYED IS LEGALLY DESCRIBED AS FOLLOWS: AS SHOWN GRAPHICALLY ON SHEET 6 OF 6.

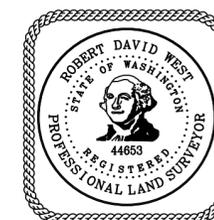
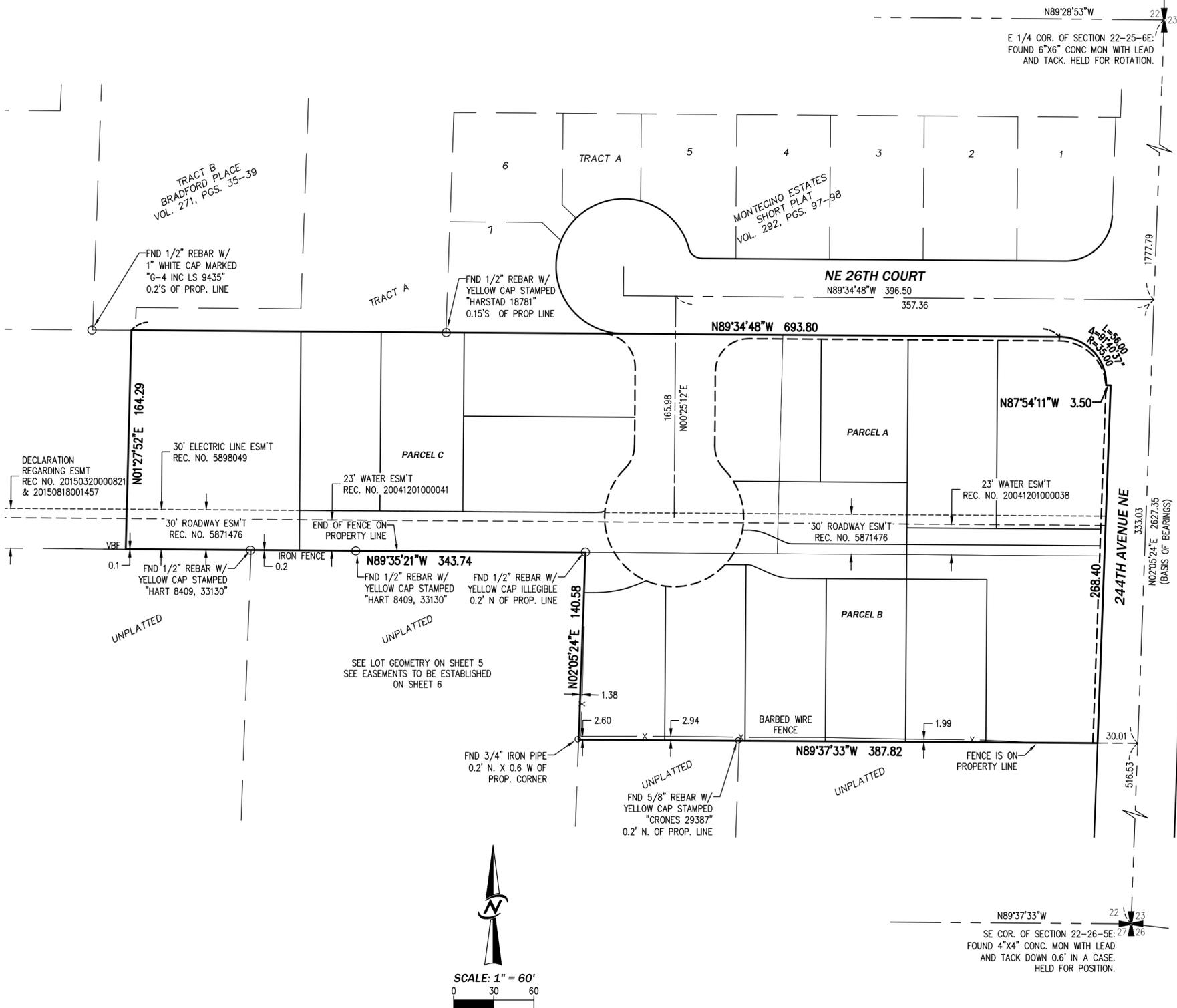
**CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT**

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS "PRIVATE", ARE HEREBY GRANTED AND CONVEYED TO THE CITY OF SAMMAMISH, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND LOCATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY THE CITY OF SAMMAMISH, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENT FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY THE CITY OF SAMMAMISH, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY OF SAMMAMISH, AND ANY REQUIRED PERMITS FROM THE CITY OF SAMMAMISH FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THIS EASEMENT IS INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THIS EASEMENT AND COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERRECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE OWNER(S) OF THE BURDENED LOT SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREAS IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE OWNER(S) OF LOT BENEFITED PURSUANT TO ITS RESTORATION DUTIES HEREIN.



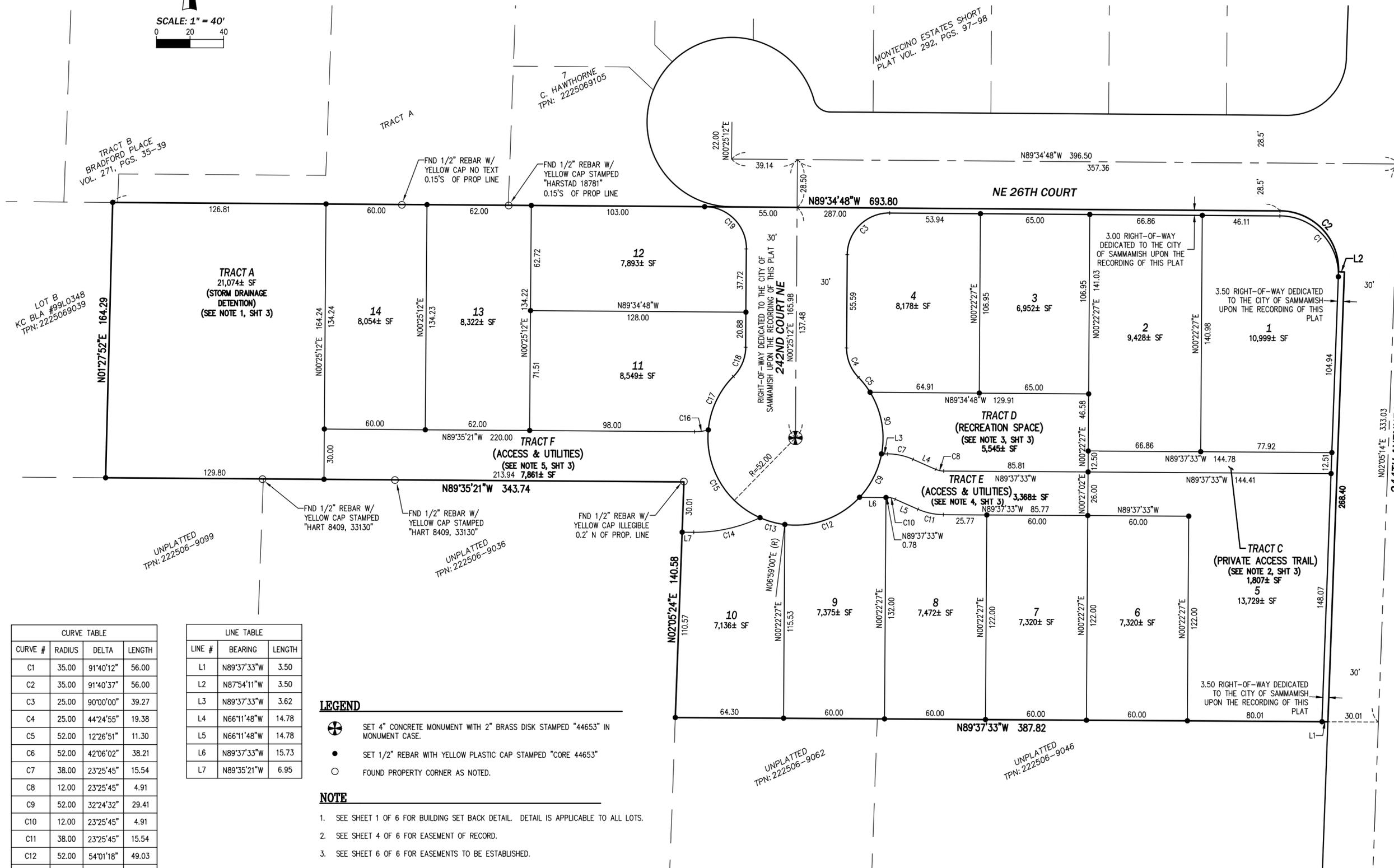
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# GABRIELLE'S PLACE

A PORTION OF THE SE 1/4, OF THE SE 1/4,  
SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



CURVE #	RADIUS	DELTA	LENGTH
C1	35.00	91°40'12"	56.00
C2	35.00	91°40'37"	56.00
C3	25.00	90°00'00"	39.27
C4	25.00	44°24'55"	19.38
C5	52.00	12°26'51"	11.30
C6	52.00	42°06'02"	38.21
C7	38.00	23°25'45"	15.54
C8	12.00	23°25'45"	4.91
C9	52.00	32°24'32"	29.41
C10	12.00	23°25'45"	4.91
C11	38.00	23°25'45"	15.54
C12	52.00	54°01'18"	49.03
C13	52.00	16°54'38"	15.35
C14	90.00	25°52'23"	40.64
C15	52.00	71°23'47"	64.80
C16	30.00	15°49'45"	8.29
C17	52.00	39°32'42"	35.89
C18	25.00	44°24'55"	19.38
C19	25.00	90°00'00"	39.27

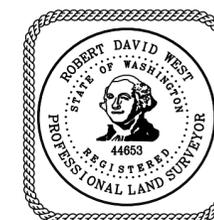
LINE #	BEARING	LENGTH
L1	N89°37'33"W	3.50
L2	N87°54'11"W	3.50
L3	N89°37'33"W	3.62
L4	N66°11'48"W	14.78
L5	N66°11'48"W	14.78
L6	N89°37'33"W	15.73
L7	N89°35'21"W	6.95

**LEGEND**

- SET 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "44653" IN MONUMENT CASE.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE 44653"
- FOUND PROPERTY CORNER AS NOTED.

**NOTE**

1. SEE SHEET 1 OF 6 FOR BUILDING SET BACK DETAIL. DETAIL IS APPLICABLE TO ALL LOTS.
2. SEE SHEET 4 OF 6 FOR EASEMENT OF RECORD.
3. SEE SHEET 6 OF 6 FOR EASEMENTS TO BE ESTABLISHED.



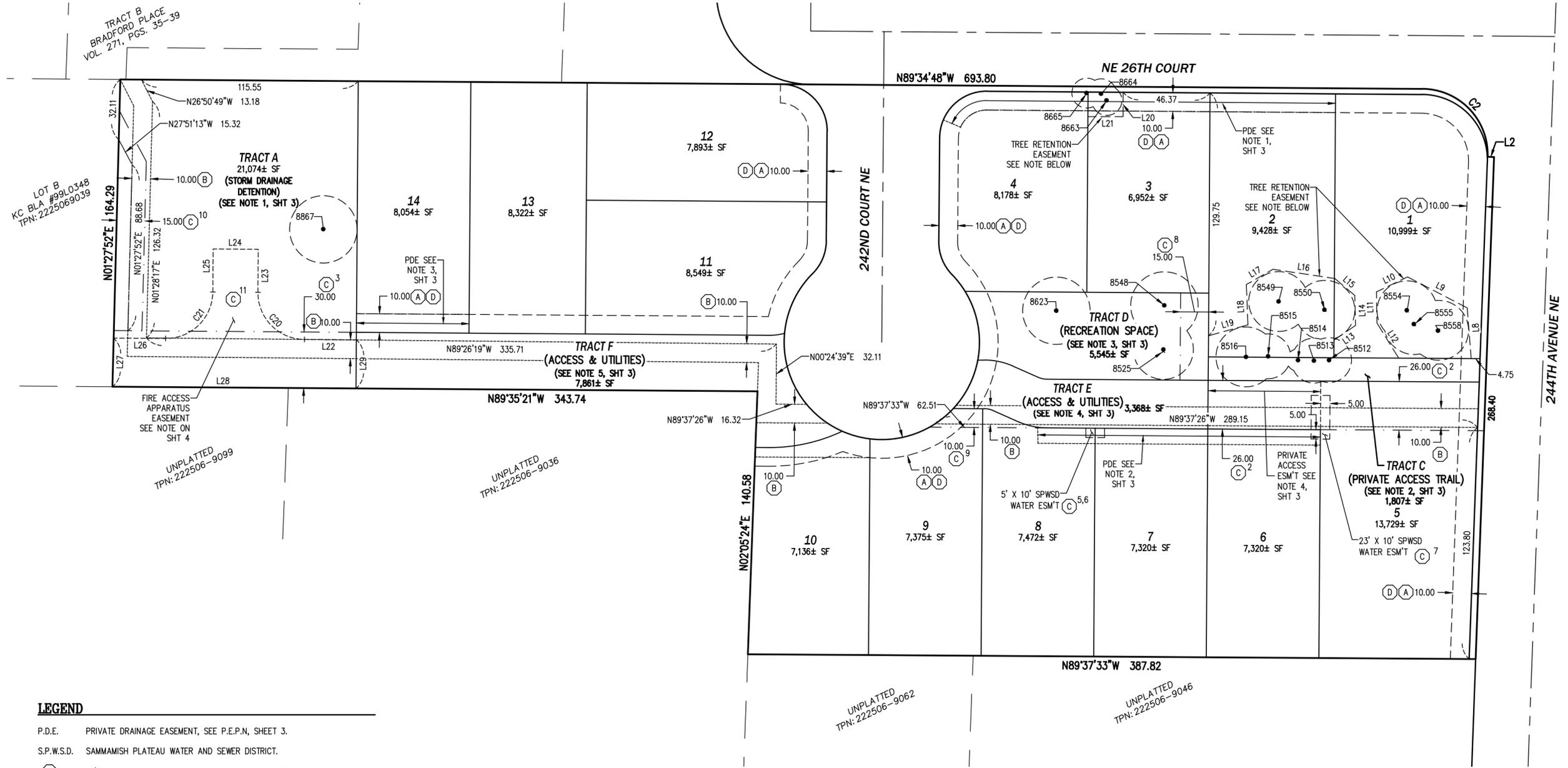
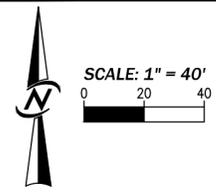
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# GABRIELLE'S PLACE

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SECTION 22, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M.  
CITY OF SAMMAMISH, KING COUNTY, WASHINGTON



**LEGEND**

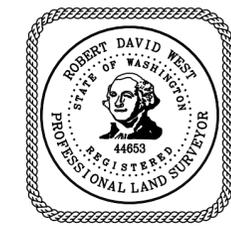
- P.D.E. PRIVATE DRAINAGE EASEMENT, SEE P.E.P.N, SHEET 3.
- S.P.W.S.D. SAMMAMISH PLATEAU WATER AND SEWER DISTRICT.
- (A) 10' PUBLIC EASEMENT. SEE UTILITY EASEMENT PROVISION, SHEET 3
- (B) 10' PUBLIC STORM DRAINAGE EASEMENT, SEE CITY OF SAMMAMISH DRAINAGE EASEMENT AND COVENANT, SHEET 4
- (C) SAMMAMISH PLATEAU WATER AND SEWER DISTRICT EASEMENT. SEE WATER AND SEWER EASEMENT PROVISIONS, SHEET 3.
- (D) 10' SAMMAMISH PLATEAU WATER AND SEWER DISTRICT EASEMENT. SEE WATER AND SEWER EASEMENT PROVISIONS, SHEET 3.
- (●) 8950 EXISTING TREE (WITH TAG NUMBER) SEE NOTE AND TABLE

**TREE RETENTION NOTE**

TREES IDENTIFIED ON THE FACE OF THIS PLAT HAVE BEEN RETAINED PURSUANT TO THE PROVISIONS OF SMC 21A.35.210. RETAINED TREES ARE SUBJECT TO THE TREE PROTECTION STANDARDS OF SMC 21A.35.230. REMOVAL OF THESE TREES IS PROHIBITED UNLESS THE TREE IS REMOVED TO PREVENT IMMINENT DANGER OR HAZARD TO PERSONS OR PROPERTY, AND MAY BE SUBJECT TO A CLEARING AND GRADING PERMIT APPROVED BY THE CITY OF SAMMAMISH. TREES REMOVED SUBJECT TO THIS PROVISION SHALL BE REPLACED IN COMPLIANCE WITH SMC 21A.35.240. ALL TREES TO BE RETAINED IN GROUPS WILL BE PLACED IN TRACTS OR TREE RETENTION EASEMENTS (T.R.E.). T.R.E.'S ARE DEFINED BY THE DRIP LINE OF THE TREES AS SHOWN HEREON. THE PLATTOR SHALL RECORD A COPY OF THE TREE RETENTION PLAN AS PART OF THE FINAL PLAT.

Tree No.	DBH	Species
8512	16	Douglas--fir
8513	16	Western red--cedar
8514	12	Western hemlock
8515	18	Douglas--fir
8516	24	Douglas--fir
8525	18	Douglas--fir
8548	34	Western red--cedar
8549	24	Douglas--fir
8550	30	Douglas--fir
8554	26	Douglas--fir
8555	18	Douglas--fir
8558	24	Douglas--fir
8623	34	Douglas--fir
8663	8	Leyland cypress
8664	8	Leyland cypress
8665	10	Leyland cypress
8667	16	Cherry

LINE TABLE			LINE TABLE			CURVE TABLE			
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L8	N04°23'27"W	27.11	L22	N89°35'21"W	27.63	C20	25.00	90°00'00"	39.27
L9	N62°23'07"W	35.87	L23	N00°24'39"E	23.00	C21	25.00	90°00'00"	39.27
L10	N64°16'12"E	18.46	L24	N89°35'21"W	24.00				
L11	N00°56'42"W	16.59	L25	N00°24'39"E	23.00				
L12	N31°38'43"W	22.09	L26	N89°35'21"W	27.70				
L13	N55°35'42"E	13.97	L27	N01°27'52"E	26.00				
L14	N01°27'04"W	15.96	L28	N89°35'21"W	129.80				
L15	N49°24'44"W	13.97	L29	N00°25'12"E	26.00				
L16	N81°28'55"W	33.40							
L17	N59°57'34"E	16.34							
L18	N02°09'07"W	21.52							
L19	N74°24'28"E	21.79							
L20	N00°00'22"E	12.96							
L21	N89°59'20"W	18.71							



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**Gabrielle's Place - Final Plat**



Date: 3/24/2017  
 Permit No: PSUB 2015-00104  
 Reviewer:

Exhibit 4

Comment No.	Hearing Examiner Condition	Response	City Response
<b>A. General Conditions:</b>			
1	Exhibit 31A is the approved preliminary plat (and supporting plans). Revisions to approved preliminary subdivisions are subject to the provisions of SMC 19A.12.040.	Noted	Done.
2	Prior to approval of any site development permits and/or site development work, the subject property shall have been legally created by approval and recordation of BLA2015-00105.	BLA was recorded June 24, 2016 under recording number 20160624900004	Done
3	Pursuant to RCW 58.17.170 the Plator shall comply with all county, state, and federal rules and regulations in effect on May 26, 2015, the vesting date of the subject application. However, if the legislative body finds that a change in conditions creates a serious threat to the public health or safety in the subdivision, future development may be subject to updated construction codes, including but not limited to the International Building Code and the International Fire Code, as amended.	Noted	Done
4	Preliminary plat approval shall be null and void if any condition is not satisfied and the final plat is not recorded within the approval period of 60 months (5 years) as required by SMC 19A.12.020, provided Plator may file for an extension as permitted by code.	Noted	Not applicable
5	Continuous access shall be provided during construction to any and all existing homes that access through the proposed development, with only limited interruption or delay. Heavy construction equipment shall avoid using NE 26th Court to the greatest extent feasible during site development work.	Noted	Done
6	The roadway transition from the proposed improvements along the frontage of 244th Avenue NE shall be updated during the final engineering phase to match AASHTO requirements.	Shown on the approved civil engineering plans	Done
7	For the purpose of ensuring compliance with all conditions of approval and the standard requirements of the SMC, the Plator shall provide financial guarantees in conformance with Chapter 27A SMC, and PWS Chapter 10.050(K). All improvements required pursuant to the PW standards, SMC, or other applicable regulations, must be installed and approved, or bonded as specified for plats in Chapter 19A.16 SMC.	The condotion will be complied with	Done
8	The Plator shall comply with the payment of traffic impact fees for 12 lots in accordance with Chapter 14A.15 SMC.	The condotion will be complied with	Done
9	A bond quantity worksheet must also be provided and, after approved by the City, shall be the basis of a performance bond that must be posted with the City to ensure that improvements are installed.	A bond quantity workseet will be provided	Done

**B. Prior to City Acceptance of Improvements**

Comment No.	Hearing Examiner Condition	Response	City Response
10	The private road within Tract F shall be improved to PWS private road standards.	Condition has been complied with per the approved civil engineering plans	Not applicable
11	Half street frontage improvements and 3.5 feet of right-of-way dedication shall be provided on 244th Avenue NE consistent with a minor arterial or as approved by the City Engineer during final engineering. Road transitions to north and south of frontage improvements shall be provided consistent with AASHTO standards. The existing channelization on 244th Avenue NE shall be modified, if needed, for access to the proposed development.	Road dedication is shown on page 5 of the final plat. Improvements are shown on the approved civil engineering plans	Done
12	Three feet of right-of-way dedication and improvements shall be provided on NE 26th Court.	Shown on page 5 of the final plat	Done
13	Illumination shall be provided on 244th Avenue NE consistent with the City's standards for average foot candles and uniformity for a minor arterial. Luminaires shall be full cut off and LED. Pole type and style shall be approved by Public Works.	Shown on the approved civil engineering plans	Done
14	Drainage plans, Technical Information Reports, and analysis shall comply with the 2009 King County Surface Water Design Manual (KCSWDM), the City of Sammamish Addendum to the 2009 KCSWDM, and the City of Sammamish Stormwater Management Comprehensive Plan;	TIR was provided with the SDP	Done
15	Prior to acceptance into the Maintenance and Defect period, the storm drain system shall be jetted, cleaned, and vactored and the system shall be televised for inspection;	The developer with jet, clean, vactor and TV the drain system for inspection	Not applicable
16	Prior to acceptance into the Maintenance and Defect period, project close-out documents including as-builts and final corrected TIR shall be submitted to Public Works for approval;	Documents will be submitted to public works	Not applicable
17	The Plator shall purchase from the City and install drain markers on each catch basin within the plat (Only Rain Down the Drain). Installation instructions are provided with drain markers;	Drain makers will be installed after final paving	Not applicable
<b>C. Concurrent with or Prior to Final Plat</b>			
18	The Plator shall complete dedication of right-of-way for NE 26th Court, for the proposed interior cul-de-sac, and for 244th Avenue NE.	Noted on the final plat	Done
19	At a minimum, all stormwater facilities shall be constructed and online and operational. This includes construction of road ATB, curb, gutter, and other stormwater related facilities. Final lift of asphalt may be bonded unless otherwise directed by Public Works.	The facilities will be on-line at the time of final plat submittal	Done
20	All new signs required in the public right-of-way must be installed by the City of Sammamish Public Works Department or at the direction of the City of Sammamish Traffic Engineer. Procurement and installation shall be paid for by the Developer. Contractor shall contact the Public Works Inspector to initiate signage installation a minimum of 6 WEEKS PRIOR TO FINAL PLAT. Temporary street signs may be required for internal plat roads for emergency vehicle access. No parking signs shall be installed prior to final plat. No parking signs shall be required on all proposed street and private roads with clear widths of 20 feet or less.	The condotion will be complied with	Done

Comment No.	Hearing Examiner Condition	Response	City Response
21	A licensed surveyor shall survey and stake all storm drain facilities and conveyance lines with associated easements and dedications not located within the public right-of-way. Public Works Inspector shall inspect and approve locations prior to final plat and easement recording.	The facilities have been staked under the direction of a licenced surveyor	Done
22	Soil amendments shall be provided or bonded for in all common areas of the plat consistent with the requirements of the 2009 KCSWDM City of Sammamish Addendum.	The condotion will be complied with	Done
23	A Public Works performance bond shall be posted consistent with the 2009 KCSWDM.	The condotion will be complied with	Done
<b>D. Conditions to appear on the face of the Final Plat (italicized words shall be included verbatim)</b>			
24	<i>No direct driveway access shall be allowed onto 244th Avenue NE .</i>	The note is on final plat	Done
25	<i>No driveway access shall be allowed from Lot 9 to the private road within Tract E.</i>	The note is on final plat	Done
26	<i>No driveway access shall be allowed from Lot 11 to the private road within Tract F.</i>	The note is on final plat	Done
27	Unless located within a recreation tract and public easements provided, all Surface Water Management Facilities required for this subdivision shall be contained within a separate tract of land and shall be dedicated to the City of Sammamish for maintenance and operation. Language to this effect shall be shown on the face of the final plat.	Noted on sheet 3 of the final plat	Done
28	<i>Maintenance of all landscape strips along the internal plat roads, NE 26th Court within the project (south side of existing NE 26th Court) and 244th Avenue NE shall be the responsibility of the Homeowners Association. Under no circumstances shall the City bear any maintenance responsibilities for landscaping strips created by the plat .</i>	The note is on final plat	Done
29	If applicable with the design and construction of a stormwater pond, “ <i>Maintenance of landscaping strips along the stormwater pond perimeter other than the interior pond embankments shall be the responsibility of the Homeowners Association.</i> ”	The note is on final plat	Done.
30	Covenant and easement language pertaining to individual lot and tracts with flow control BMPs shall be shown on the face of the final plat. Public Works shall approve the specific language prior to final plat.	Noted on sheet 3 of the final plat	Done
31	<i>Individual lot flow control BMP’s in accordance with the 2009 King County Surface Water Design Manual shall be provided with each single family residential building permit unless otherwise incorporated into the site development plans .</i>	The note is on final plat	Done
32	<i>All landscaped areas of the plat and individual lots shall include a minimum of 8-inches of composted soil amendment .</i>	The note is on final plat	Done
33	<i>Maintenance of illumination along all local and private roads shall be the responsibility of the Homeowners Association or jointly shared by the owners of the development .</i>	The note is on final plat	Done
34	<i>Metal products such as galvanized steel, copper, or zinc shall not be used in all building roofs, flashing, gutters, or downspouts unless they are treated to prevent metal leaching and sealed such that contact with storm water is prevented .</i>	The note is on final plat	Done
35	<i>All lots containing or adjacent to infiltration or dispersion trenches/facilities shall be graded such that the flow path is directed away from the building foundation .</i>	The note is on final plat	Done

Comment No.	Hearing Examiner Condition	Response	City Response
36	<i>Unless directed to individual lot flow control BMP's, all building downspouts, footing drains, and drains from all impervious surfaces such as patios and driveways shall be connected to the permanent storm drain system as shown on the approved plat Site Development permit on file with the City of Sammamish. The connection to the storm system shall be through a perforated tightline in accordance with the 2009 King County Surface Water Design Manual. The approved Site Development permit shall be submitted with the application for any building permit. All connections of the drains shall be constructed and approved prior to final building inspection approval.</i>	The note is on final plat	Done
37	<i>In accordance with City of Sammamish Ordinance No. 02002-112, a surface water system development charge shall be paid at the time of building permit issuance, for each new residential dwelling unit.</i>	The note is on final plat	Done
38	<i>Illicit discharge of stormwater pollutants from pressure washing, car washing, and other routine maintenance of household appurtenances such as siding, roof, and windows shall be prevented from entering the storm drain system. Measures such as directing water to a green, vegetated area or covering the downstream catch basins shall be required and enforced pursuant to SMC 13.30.020.</i>	The note is on final plat	Done
39	Trees retained pursuant to former SMC 21A.35.210 shall be identified on the face of the final plat for retention.	Shown on page 6 of the final plat	Done
40	<i>Trees identified on the face of this plat have been retained pursuant to the provisions of former SMC 21A.35.210. Retained trees are subject to the tree protection standards of former SMC 21A.35.230. Removal of these trees is prohibited unless the tree is removed to prevent imminent danger or hazard to persons or property, and may be subject to a clearing and grading permit approved by the City of Sammamish. Trees removed subject to this provision shall be replaced in compliance with former SMC 21A.35.240.</i>	The note is on final plat	Done
41	<i>No lot or portion of a lot shall be subdivided and sold, or resold, or its ownership changed or transferred in violation of applicable city, county, state, or federal standards, rules, regulations or laws.</i>	The note is on final plat	Done
42	The Plator shall comply with RCW 58.17.280, providing the appropriate "addressing note" with address ranges being on the final plat.	Noted on sheet 3 of the final plat	Done
43	The Plator shall include a note regarding the payment of street impact fees in accordance with Chapter 14A.15 SMC. Specific language related to the payment of the street impact fees for 12 new lots shall be reviewed and approved by the City prior to final plat approval. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.	Noted on sheet 3 of the final plat	Done
44	<i>Pursuant to Chapter 21A.105 SMC, fifty percent of the school impact fees have been paid at final plat for 12 new lots. The remaining fifty percent of the school impact fees, plus an administrative fee, shall be paid prior to building permit issuance. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.</i>	The note is on final plat	Done
45	<i>Consistent with Chapter 14A.20 SMC, the plat is subject to parks impact fees which shall be paid at the time of building permit issuance for 12 new lots, together with an administrative fee. The first two single-family residence building permit applications submitted to the City are exempt from this impact fee.</i>	The note is on final plat	Done

Comment No.	Hearing Examiner Condition	Response	City Response
46	<i>Pursuant to Chapter 13.15 SMC, a surface water system development charge shall be paid at the time of building permit issuance for each new residential dwelling unit .</i>	The note is on final plat	Done

Exhibit 4





November 30, 2016

Emily Arteche, Senior Planner  
City of Sammamish  
801 228<sup>th</sup> Ave SE  
Sammamish, WA 98075

**Re: Gabrielle's Place Design Change #2 Narrative  
CORE Project No. 15002**

Dear Ms. Arteche:

Thank you for your time and consideration in reviewing this proposed design change to the landscape plans for Gabrielle's Place. I would like to explain the following proposed changes to the approved plans:

1. Additional replacement trees:  
When site clearing operations began, trees #8556 (18" Fir) and #8557 (14" Fir) which were designated to be retained were no longer there. It is unknown why or when they were removed. Attempts were made to reach out to the previous land owner to better understand what happened, but no responses to date have been received. Fourteen (14) additional replacement trees have been added to the proposed landscape plan in Tract A in response to the trees no longer being retained. Please see sheets L2.01-L2.02 for replacement tree locations, species and sizes. Sheet L1.01 has also been revised to include updated tree calculations and a note indicating the removal of these trees as part of the tree retention plan for the project.

The number of replacement trees required has been calculated per the applicable City of Sammamish ordinance number O2015-390 (*Tree Retention Emergency*) effective April 14, 2015. Section 21A.35.240 (2) states:

- (2) Any tree removed in violation of SMC 21A.35.210, Tree retention requirement, or any tree removed pursuant to the exception process of SMC 21A.35.210(6), Tree retention requirement, shall be subject to the following replacement requirements:*
- (a) Coniferous trees shall be replaced by coniferous trees native to Washington and deciduous trees shall be replaced by deciduous trees native to Washington;*
  - (b) Replacement coniferous trees shall be at least eight (8) feet in height. Replacement deciduous trees shall be at least two and one-half (2.5) inches in diameter (DBH); and 4*
  - (c) Trees shall be replaced subject to the following replacement ratios:*
    - (i) Removed trees with a DBH greater than nine (9) inches up to twelve (12) inches shall be replaced by four (4) trees;*

- (ii) Removed trees with a DBH greater than twelve (12) inches up to sixteen (16) inches shall be replaced by six (6) trees; and*
- (iii) Removed trees with a DBH of sixteen (16) inches or more shall be replaced by eight (8) trees.*

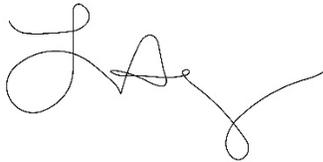
2. Landscape boulders near project entrance:

As a visual amenity, landscape boulders have been added to the northeast corner of Lot 1.

Please don't hesitate to reach out should you have questions on these requested changes, and thank you again for your time.

Sincerely,

**CORE DESIGN, INC.**

A handwritten signature in black ink, appearing to read 'L. Solorio', with a stylized flourish at the end.

Lindsey Solorio, P.L.A.  
Project Landscape Architect

LEGEND

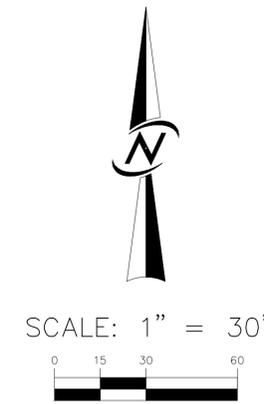
- X EXISTING TREE TO BE REMOVED
- EXISTING TREE TO BE RETAINED

NOTES

- FOR TREE RETENTION CALCULATIONS AND DATA SHEETS, REFER TO "ARBORIST REPORT".
- "UNHEALTHY TREES TO BE REMOVED" HAVE BEEN EXEMPT FROM COUNTS.
- SEE LANDSCAPE PLANS FOR TREE REPLACEMENT LOCATIONS AND COUNTS.

SUMMARY OF ON-SITE RETENTION

EXISTING SIGNIFICANT TREES:	54 (100%)
EXISTING SIGNIFICANT TREES REQUIRED FOR RETENTION:	19 (18.9) (35%)
SIGNIFICANT TREES TO BE RETAINED:	17 (31.5%)
SIGNIFICANT TREES TO BE REMOVED:	37 (68.5%)
REPLACEMENT TREES REQUIRED:	49 (35 TREES + 14 'PENALTY' TREES)
CONIFEROUS TREES: (MIN. 8' HT. AT PLANTING)	44 (30 TREES + 14 'PENALTY' TREES)
DECIDUOUS TREES: (MIN. 2.5" CAL. AT PLANTING)	5



TREES #8566 (18' FIR) AND #8557 (14' FIR) WERE CUT PRIOR TO SITE CLEARING.

PER EMERGENCY ORDINANCE 02015-390, THE TREES WILL BE REPLACED WITH A TOTAL OF 14 REPLACEMENT TREES

RECEIVED BY PERMIT CENTER  
12/02/2016  
CITY OF SAMMAMISH

PLANNING DEPT. APPROVAL  
BY: earteche  
DATE: 12/16/2016

SDP2016-01809  
TREE RETENTION/LANDSCAPING REVISION

UNDERGROUND LOCATOR SERVICE  
CALL BEFORE YOU DIG!  
811

APPROVED FOR CONSTRUCTION  
CITY OF SAMMAMISH

SIGNATURE - CITY PLANNER DATE

APPROVED FOR CONSTRUCTION  
CITY OF SAMMAMISH

SIGNATURE - DEV. REVIEW ENGINEER DATE

DATE	7/22/16	REVISIONS	
DESIGNED	LINDSEY B. SOLORIO, P.L.A.	1 PER CITY REVIEW	
DRAWN	LINDSEY B. SOLORIO, P.L.A.	2 PER SPD REVIEW	
APPROVED	LINDSEY B. SOLORIO, P.L.A.	3 PER CITY REVIEW	
	JAMES A. OLSEN, P.E.	4 DESIGN CHANGE #1	
		5 DESIGN CHANGE #2	
		6 DESIGN CHANGE #3	

STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT

LINDSEY BENNETT SOLORIO  
CERTIFICATE NO. 135  
04/17/2018

14711 NE 29th Place Suite 101  
Bellevue, Washington 98007  
425.885.7877 Fax: 425.885.7963

CORE DESIGN  
ENGINEERING • PLANNING • SURVEYING

TREE RETENTION PLAN  
GABRIELLE'S PLACE - SDP2016-01809  
C.R. HOME BUILDERS, LLC  
14410 BEL-RED ROAD  
BELLEVUE, WA 98007

DATE
 SEE STAMP DATE || SHEET | OF |
| L1.01 | 21 |
| PROJECT NUMBER | 15002 |



PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
	4	ACER CIRCINATUM	VINE MAPLE	8' - 10' HT. MIN.	AS SHOWN	MULTI-STEM
	11	ACER RUBRUM 'BOWHALL RED'	RED MAPLE	2" CAL. MIN./10' HT. MIN.	AS SHOWN	STREET TREE
	8	CRYPTOMERIA JAPONICA 'RADICANS'	JAPANESE CEDAR	5' - 6' HT. MIN.	AS SHOWN	
	3	MALUS X 'PRAIRIFIRE'	PRAIRIFIRE CRAB APPLE	2" CAL. MIN./10' HT. MIN.	AS SHOWN	ACCENT TREE
	5	PRUNUS EMARGINATA	BITTER CHERRY	2.5" CAL. MIN.	AS SHOWN	REPLACEMENT TREE
	17	THUJA PLICATA	WESTERN RED CEDAR	8' HT. MIN.	AS SHOWN	REPLACEMENT TREE
	27	TSUGA MERTENSIANA	MOUNTAIN HEMLOCK	8' HT. MIN.	AS SHOWN	REPLACEMENT TREE
SHRUB AND GROUND COVER AREAS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS
	2,320 SF	TYPE I LANDSCAPE CORNUS SERICEA GAULTHERIA SHALLON MAHONIA AQUIFOLIUM MAHONIA NERVOSA RIBES SANGUINEUM SPIRAEA DENSIFLORA	REDTWIG DOGWOOD SALAL OREGON GRAPE CREEPING MAHONIA RED FLOWERING CURRANT SUBALPINE SPIRAEA	3 GAL./24" HT. MIN.		PLANT 1 SHRUB EVERY 4 LF (MAX. 8' O.C.) IN CLUSTERS OF 3-5 PLANTS PER SPECIES
	3,632 SF	LAWN	SOD			
	10,353 SF	ROUGH GRASS AND WILDFLOWER MIX	HYDROSEED			

ON-SITE RECREATION SPACE CALCULATIONS

SITE AREA:	174,308± S.F. (4.0 ± AC)
NUMBER OF LOTS:	14
RECREATION SPACE REQUIRED PER LOT:	390 S.F.
TOTAL RECREATION SPACE REQUIRED:	390 S.F. x 14 = 5,460 S.F.
TOTAL RECREATION SPACE PROVIDED:	5,525 S.F. (TRACT D)

STREET TREE CALCULATIONS

STREET TREE TOTAL	11 (75%)
ACCENT STREET TREE TOTAL	3 (25%)

WATER IRRIGATION BUDGET CALCULATIONS

TOTAL LANDSCAPE AREA IN S.F.	IWB (GALLONS)	EWU (GALLONS)	DIFFERENCE
	18,912 SF	135,921	102,834
DIFFERENCE BETWEEN IWB AND EWU (0 OR GREATER THAN IS GOOD)			

PROJECT NOTES

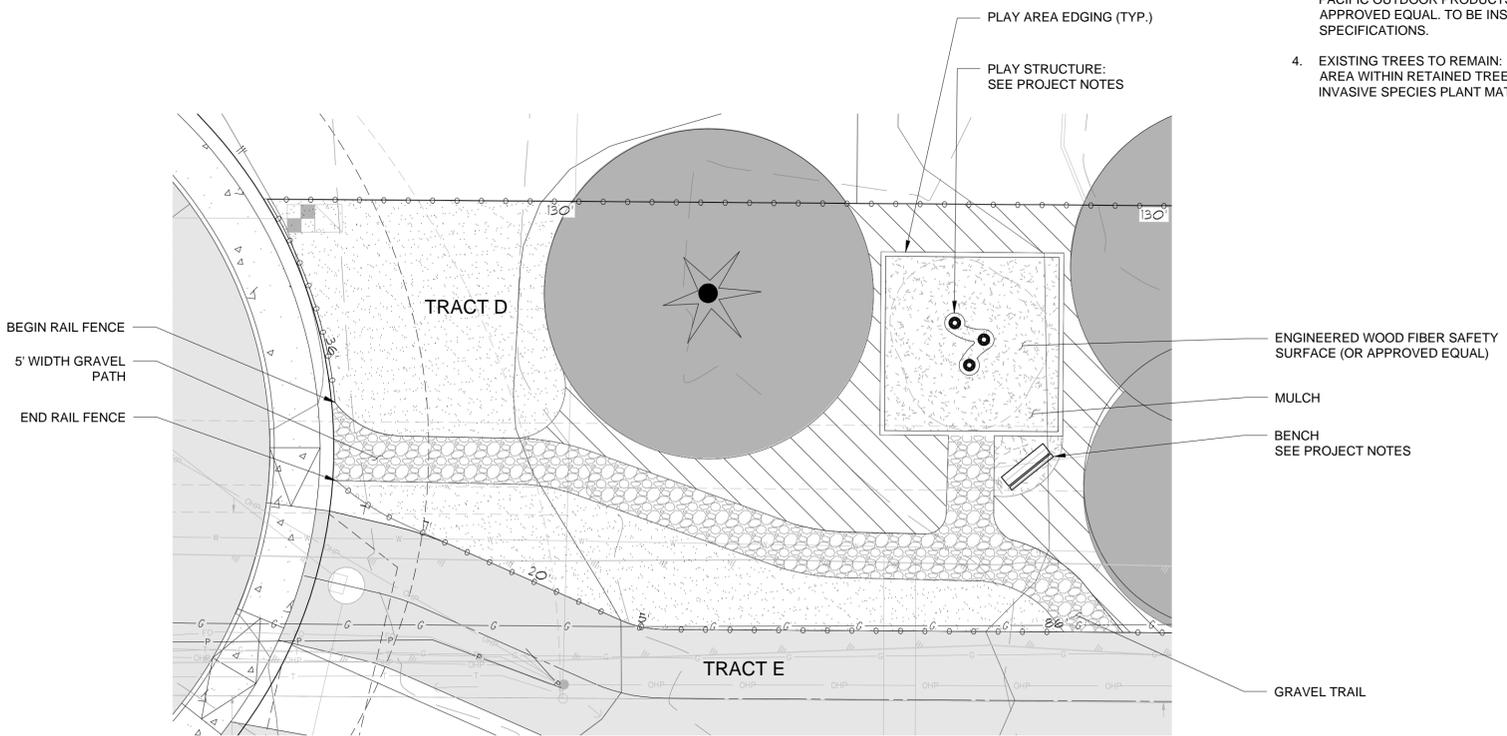
- STREET TREE PLANTING: STREET TREE LOCATION IS APPROXIMATE. ADJUST AS NEEDED DUE TO CONFLICTS WITH UTILITIES AND/OR OTHER OBSTRUCTIONS ENCOUNTERED. ROOT BARRIER TO BE INSTALLED ADJACENT TO ALL STREET TREES WITHIN A MINIMUM DISTANCE OF 5' FROM SEWER, WATER LINES & STORM LINES (TYP.).
- PLAY STRUCTURE: GAMETIME STRATUS CLIMBER - HI (MODEL #36075) OR APPROVED EQUAL. TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. 6' SAFETY FALL ZONE REQUIRED AROUND ENTIRE STRUCTURE.
- BENCH: PACIFIC OUTDOOR PRODUCTS MODEL BP-25 TIMBER BENCH OR APPROVED EQUAL. TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- EXISTING TREES TO REMAIN: AREA WITHIN RETAINED TREES TO BE CLEARED AND GRUBBED OF INVASIVE SPECIES PLANT MATERIAL.

GENERAL LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR MUST BE LICENSED AND OR BONDED. CONTRACTOR MUST BE EXPERIENCED IN LANDSCAPE WORK OF THE BEST TRADE PRACTICES AND HAVE THE NECESSARY EQUIPMENT AND PERSONNEL TO PERFORM WORK.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HER/HIMSELF WITH THE SITE AND ALL OTHER SITE IMPROVEMENTS PRIOR TO THE START OF LANDSCAPE WORK.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND USE CAUTION WHILE EXCAVATING IN ORDER TO AVOID DISTURBING ANY EXISTING UTILITIES. THE LANDSCAPE CONTRACTOR WILL PROMPTLY NOTIFY THE GENERAL CONTRACTOR AND OWNER OF ANY CONFLICTS. IN THE EVENT OBSTRUCTIONS ARE ENCOUNTERED DURING PLANTING ACTIVITIES, ALTERNATIVE LOCATIONS MAY BE SELECTED BY THE OWNER'S REPRESENTATIVE.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK RELATED TO OTHER TRADES AS REQUIRED.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE ALL PLANTS OF THE CORRECT SIZE, SPECIES VARIETY, QUANTITY AND QUALITY AS SPECIFIED ON PLANT SCHEDULE AND SYMBOLS ON LANDSCAPE PLAN. IF UNAVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY AND PROVIDE THE NAMES AND TELEPHONE NUMBERS OF THREE NURSERY SUPPLIERS OR PLANT BROKERS THAT HAVE BEEN CONTACTED. SUBSTITUTIONS SHALL ONLY BE MADE UPON THE APPROVAL OF THE OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL SHALL BE INSPECTED AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING. ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANSI Z60.1).
- THE LANDSCAPE CONTRACTOR SHALL DELIVER, MAINTAIN AND WATER PLANT MATERIAL UNTIL OWNERS FINAL ACCEPTANCE IS RECEIVED.
- THE LANDSCAPE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL PROPERTY, INCLUDING PAVEMENT, WALKWAYS, CURBS, FENCING, STRUCTURES, ETC., DURING CONSTRUCTION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING INFORMED OF ALL EXISTING CODES, LAWS AND ORDINANCES RELATING TO THE WORK REQUIRED ON SITE, AND SHALL COMPLY ACCORDINGLY.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR TO ASSURE PROPER SUBGRADES ARE MET, WHICH SHALL BE 1" IN PLANTING AREAS AND 9" IN TURF AREAS.
- THE LANDSCAPE CONTRACTOR SHALL SUBMIT THREE REPRESENTATIVE SOIL SAMPLES TO THE OWNER'S REPRESENTATIVE FOR TESTING BY AN APPROVED SOIL TESTING LABORATORY. AMENDMENTS SHALL BE ADDED TO THE SOIL MIX AS RECOMMENDED BY SOIL TESTING LAB.
- THE LANDSCAPE CONTRACTOR SHALL RAKE PREPARED AREAS AND REMOVE ANY ROCK OR DEBRIS OVER 1". ALL LAWN AREAS SHALL BE ROLLED TO PROVIDE A FIRM, SMOOTH SURFACE FREE OF DIVOTS OR MOUNDS.
- THE LANDSCAPE CONTRACTOR SHALL SET FINISHED AMENDED SOIL DEPTH BELOW EDGE OF HARDSCAPE ELEMENTS PRIOR TO MULCH AND/OR SOD INSTALLATION. GRADES SHALL BE SET 3" BELOW ADJACENT HARDSCAPE SURFACES FOR PLANTING BEDS AND 1" BELOW FOR LAWN AREAS.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A 2" DEEP LAYER OF MULCH IN ALL PLANTING BEDS.
- MULCH SHALL BE 100% NATURAL FIR OR HEMLOCK, FINE GROUND, OF UNIFORM COLOR, FREE FROM DYES, WEED SEEDS, SAWDUST & SCRAP LUMBER FIBER, TRASH, INORGANIC MATERIAL OR ANY OTHER COMPOUND DETRIMENTAL TO PLANT GROWTH.
- FERTILIZER SHALL BE A COMPLETE, BALANCED COMMERCIAL BRAND WITH COMPLETE CHEMICAL ANALYSIS SHOWN ON AN UNOPENED CONTAINER WHEN DELIVERED. FERTILIZER SHALL BE APPLIED AT RATES CONSISTENT WITH THE MANUFACTURER'S RECOMMENDATIONS AND SOIL TESTING LAB'S RECOMMENDATIONS.
- WORK AREAS TO BE KEPT NEAT AND ORDERLY AND FREE OF DEBRIS AND RUBBISH AT ALL TIMES DURING PROGRESS OF WORK. RAKE BEDS NEATLY TO AN EVEN FINE GRADE AROUND ALL PLANTS. ALL PAVED AREAS ARE TO BE CLEANED BY BROOM AND/OR WASHED AFTER EACH DAY'S WORK OR MORE FREQUENTLY AS REQUIRED. ALL PLANTING AREAS AND ADJACENT PAVED AREAS SHALL BE LEFT IN A NEAT AND CLEAN CONDITION UPON COMPLETION OF JOB.
- IF A DISCREPANCY EXISTS BETWEEN THE PLANT QUANTITIES ON THE PLANT SCHEDULE AND THOSE SHOWN ON THE PLAN THE QUANTITIES ON THE PLAN SHALL GOVERN.
- PROPOSALS FOR PLANT SUBSTITUTIONS, LOCATION ADJUSTMENTS, SOIL AMENDMENTS OR ANY VARIATIONS FROM THE APPROVED PLANS SHALL REQUIRE PRIOR APPROVAL BY THE RESPONSIBLE OFFICIAL.
- DRAINAGE: CONTRACTOR SHALL NOTIFY THE OWNER OF ANY LOW POINTS OR FORESEEN POOR DRAINAGE AREAS EXISTING ON-SITE AND PROVIDE CORRECTIVE DRAINAGE PLANS PRIOR TO COMMENCING LANDSCAPE WORK. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE IN ALL FINISHED LANDSCAPE AREAS THAT ARE PART OF THIS SCOPE OF WORK. ALL POSITIVE DRAINAGE FROM LANDSCAPE AREAS SHALL BE DISCHARGED APPROPRIATELY AND SHALL NOT CREATE DRAINAGE PROBLEMS OFF-SITE OR IN OTHER AREAS OF THE PROJECT. FINISHED LANDSCAPE AREAS WITH PONDING WATER OR OTHER POOR DRAINAGE CONDITIONS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- LAWNS SHALL BE HYDROSEED WITH 'SIGNATURE' AS SUPPLIED BY JB INSTANT LAWN OR APPROVED EQUAL. THE SEEDED AREA MUST BE PROTECTED BY A BARRIER WITH SIGNS THAT READ 'KEEP OFF NEWLY SEEDED LAWN AREA'.
- OWNER SHALL APPROVE PLANT MATERIAL & PLANTING BED LOCATION PRIOR TO INSTALLATION. ALLOW 24 HOURS MINIMUM NOTIFICATION FOR INSPECTION REQUEST. PLANT MATERIAL THAT HAS BEEN APPROVED FOR INSTALLATION SHALL BE PLANTED WITHIN 24 HOURS. INSTALLATION SHALL NOT BE CONDUCTED UNDER ADVERSE WEATHER CONDITIONS WITHOUT PRIOR APPROVAL OF THE RESPONSIBLE OFFICIAL. PLANT MATERIAL THAT CANNOT BE PLANTED WITHIN ONE DAY FOLLOWING ARRIVAL SHALL BE HELED-IN, KEPT MOIST AND PROTECTED AT ALL TIMES FROM EXTREME WEATHER CONDITIONS. PLANTS SHALL BE STORED AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- TREE PITS SHALL BE A MINIMUM OF TWO TIMES (2X) THE DIAMETER OF THE TREE'S ROOT MASS. ADDITIONAL AERATION MAY BE REQUIRED AS DIRECTED BY THE RESPONSIBLE OFFICIAL. ADD WATER TUBES TO THE TREE PLANTINGS IN PAVED AREAS.
- STREET TREES SHALL BE SYMMETRICAL AND UNIFORM IN APPEARANCE, SIZE AND STRUCTURE.
- STREET TREE AND SHRUB INSTALLATIONS SHALL CONFORM TO THE FOLLOWING GENERAL GUIDELINES:
  - TREES SHALL NOT BE PLANTED IN LOCATIONS THAT COULD LEAD TO ROOTS DAMAGING SIDEWALKS OR CURBING, OR IN ANY OTHER LOCATION THAT MAY CAUSE A SAFETY CONCERN.
- PLANT MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF TWO YEARS. PLANT MATERIAL THAT HAS LOST MORE THAN 30 PERCENT OF ITS NORMAL FOLIAGE SHALL BE REPLACED AT CONTRACTOR'S EXPENSE AS DIRECTED BY THE RESPONSIBLE OFFICIAL.

SOIL AMENDMENT NOTES (SEE DETAIL ON SHEET L2.31)

- SOIL AMENDMENT REQUIREMENTS:
- 4 INCHES OF SCARIFIED SUBSOIL (LOOSENED BY TILLING)
  - 8 INCHES (MINIMUM DEPTH) OF ORGANIC-AMENDED SOIL. THE FINISHED UN-COMPACTED DEPTH MUST BE 12 INCHES
  - PH OF 6.0 TO 8.0, OR MATCH THE PH OF THE ORIGINAL UNDISTURBED SOIL.
- FOR LANDSCAPED AREAS:
- SPREAD 3 INCHES OF COMPOST AND TILL 5 INCHES OF NATIVE SOIL, OR 35-40 PERCENT COMPOST BY VOLUME IN A TOPSOIL MIX
- FOR LAWN AREAS:
- SPREAD 1.75 INCHES OF COMPOST AND TILL INTO 6.25 INCHES OF NATIVE SOIL, OR 20-25 PERCENT COMPOST BY VOLUME IN A TOPSOIL MIX



RECREATION AREA ENLARGEMENT

SCALE: 1 = 10'

UNDERGROUND LOCATOR SERVICE  
CALL BEFORE YOU DIG!  
811

APPROVED FOR CONSTRUCTION  
CITY OF SAMMAMISH

SIGNATURE - CITY PLANNER DATE

APPROVED FOR CONSTRUCTION  
CITY OF SAMMAMISH

SIGNATURE - DEV. REVIEW ENGINEER DATE

REVISIONS

NO.	DESCRIPTION	DATE
1	PER CITY REVIEW	7/22/16
2	PER SPD REVIEW	7/26/16
3	PER CITY REVIEW	8/24/16
4	DESIGN CHANGE #1	10/20/16
5	DESIGN CHANGE #2	11/17/16

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT  
LINDSEY BENNETT SOLORIO  
CERTIFICATE NO. 1358  
04/17/2018

14711 NE 29th Place Suite 101  
Bellevue, Washington 98007  
425.885.7877 Fax 425.885.7963

CORE DESIGN  
ENGINEERING • PLANNING • SURVEYING

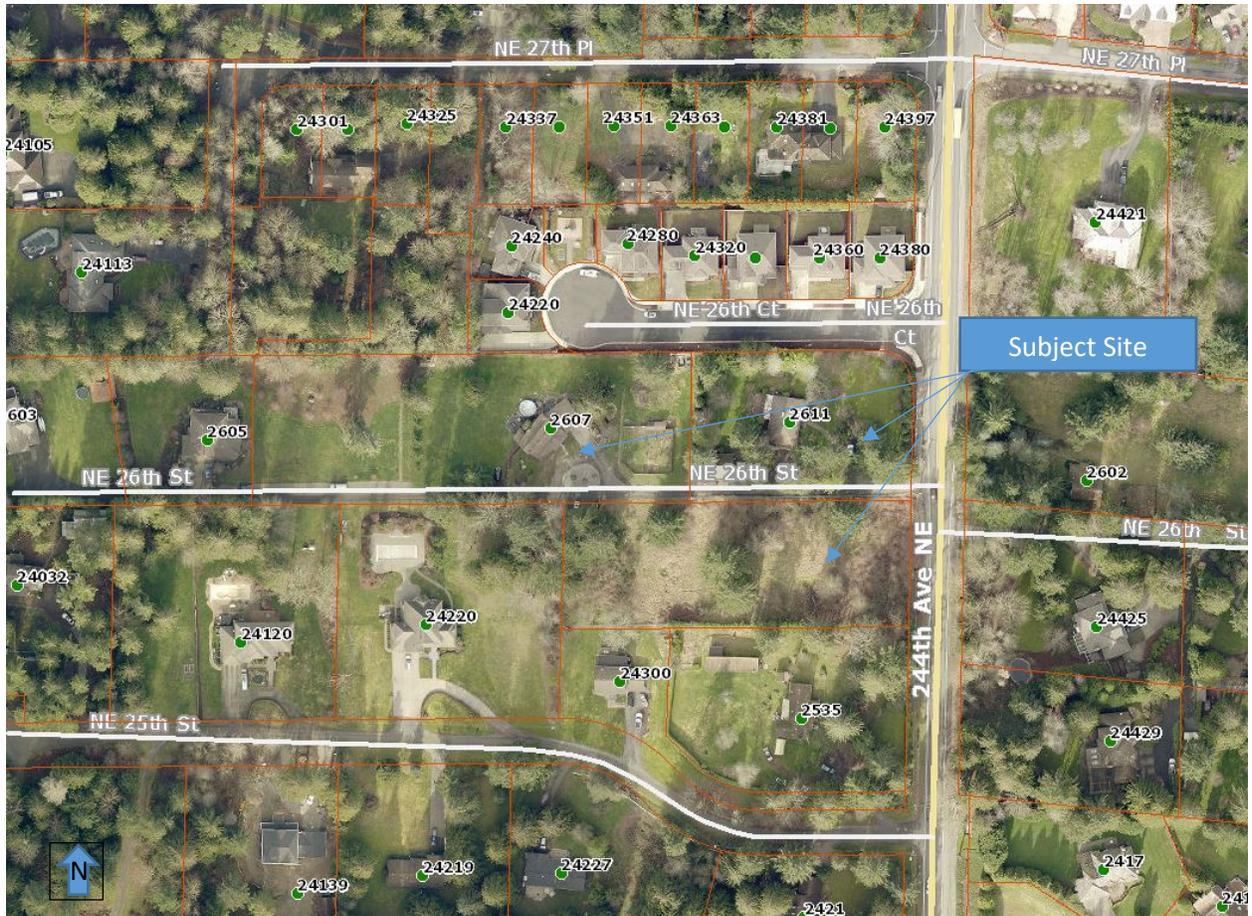
LANDSCAPE PLAN  
GABRIELLE'S PLACE - SDP2016-01809  
C.R. HOME BUILDERS, LLC  
14410 BEL-RED ROAD  
BELLEVUE, WA 98007

DATE SEE STAMP DATE  
DESIGNED LINDSEY B. SOLORIO, P.L.A.  
DRAWN LINDSEY B. SOLORIO, P.L.A.  
APPROVED LINDSEY B. SOLORIO, P.L.A.  
JAMES A. OLSEN, P.E.  
PROJECT MANAGER

SHEET OF  
L2.02 21  
PROJECT NUMBER  
15002

SDP2016-01809





## Exhibit 6



**Meeting Date:** April 18, 2017

**Date Submitted:** 4/12/2017

**Originating Department:** Admin Services

**Clearances:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Attorney                  | <input checked="" type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Admin Services | <input type="checkbox"/> Eastside Fire and Rescue         | <input type="checkbox"/> Police             |
| <input checked="" type="checkbox"/> City Manager   | <input type="checkbox"/> Finance & IT                     | <input type="checkbox"/> Public Works       |

**Subject:** Resolution appointing one member to the Sammamish Planning Commission

**Action Required:** Adopt resolution confirming appointment

**Exhibits:** 1. Draft Resolution

**Budget:** N/A

**Summary Statement:** Currently there is one position open on the Sammamish Planning Commission. The vacancy is the result of a resignation and the term will end on January 31, 2018.

**Background:**

At the January 10, 2017, Special Meeting, Council interviewed five candidates to fill three vacancies on the Planning Commission. After the interviews, Council voted and the top three candidates were selected to fill the vacancies. They were Jane Garrison, Roisin O'Farrell and Eric Peterson. Matthew Petrich came in fourth in the voting.

Since Mr. Petrich has already been interviewed and voted on by the City Council, staff is recommending appointing him to fill the vacancy created by Frank Blau's resignation.

**Financial Impact:** N/A

**Recommended Motion:** Appoint Matthew Petrich to Position #6 on the Planning Commission move to approve the resolution confirming the appointment.



**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. R2017-\_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH  
WASHINGTON APPOINTING ONE MEMBER TO THE  
SAMMAMISH PLANNING COMMISSION**

WHEREAS, the Sammamish City Council created a seven-member Planning Commission and established the duties of said Commission; and

WHEREAS, there is currently one vacant Commission position; and

WHEREAS, the City Council wishes to fill the vacancy with an applicant that was previously interviewed at the January 11, 2017 Council meeting;

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

Section 1. Appointment of Planning Commissioners. The City Council hereby appoints the following individuals to the Sammamish Planning Commission as hereafter set forth:

Matthew Petrich      Position #6      Term Expires January 31, 2018

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Resolution be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Resolution or its application to other persons or circumstances.

**ADOPTED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON  
THE \_\_\_\_\_ DAY OF APRIL, 2017.**

CITY OF SAMMAMISH

\_\_\_\_\_  
Mayor Donald J. Gerend

Exhibit 1

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

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Michael R. Kenyon, City Attorney

Filed with the City Clerk: April 12, 2017  
Passed by the City Council:  
Resolution No. R2017-\_\_\_\_\_



**Meeting Date:** April 18, 2017

**Date Submitted:** 4/12/17

**Originating Department:** Parks and Recreation

**Clearances:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney     | <input type="checkbox"/> Community Development         | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Admin Services          | <input checked="" type="checkbox"/> Finance & IT       | <input type="checkbox"/> Public Works  |
| <input checked="" type="checkbox"/> City Manager | <input checked="" type="checkbox"/> Parks & Recreation |  |

**Subject:** Purchase of King County Surplus Property at Sahalee Way NE,  
Tax Parcel #172506-9084

**Action Required:** Authorize the City Manager to execute a Purchase & Sale Agreement with King County to purchase surplus property at Sahalee Way NE

**Exhibits:**

1. Real Estate Purchase & Sale Agreement
2. Property Map
3. Emerald Necklace Map

**Budget:** The Parks CIP has \$7,000,000 allocated for land acquisition in 2017.

**Summary Statement:**

At the Executive Session of the City Council Meeting held on April 4, 2017, City Council agreed to purchase the surplus property from King County Roads for an amount of \$150,000. As a follow-up, this decision will be formalized at the Regular Meeting on April 18, 2017.

The 11-acre parcel is at the north end of Sahalee Way, outside the Urban Growth Boundary (UGB) of the City of Sammamish and straddles Sahalee Way. The property consists of undeveloped land on both sides of the road, is heavily forested and does contain some steep slopes.

The primary opportunity of this parcel is preserving tree canopy and trail development contributing to the Emerald Necklace. The parcel connects Evans Creek Preserve and the Evans Crest Natural Area. Other possible uses would be additional right-of-way, if the City considered a climbing lane for Sahalee Way in the future.

**Financial Impact:**

A total of \$13 million is allocated in the 2017-21 Parks Capital Improvement Plan (CIP) budget for Land Acquisition with \$7 million of that amount being available in the year 2017. Possible funding sources include King County Transfer of Development Right (TDR) revenues of \$148,000 and for the balance, using 2014-2016 King County Parks Levy funds totaling \$412,496.

Once the property is purchased, the City could consider selling the TDR from the property and recover some acquisition expenditures.

**Recommended Motion:**

Authorize the City Manager to execute a Purchase and Sale Agreement with King County to purchase surplus property at Sahalee Way NE (Tax Parcel #172506-9084).

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** (“Agreement”) is made and entered into by and between **KING COUNTY**, a political subdivision of the State of Washington (the “Seller”) and the **CITY OF SAMMAMISH**, a municipal corporation of the State of Washington (the “Buyer”). Seller and Buyer are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

### RECITALS

**A.** Seller is the owner of that certain real property located at 45XX Sahalee Way NE, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** (the “Real Property”).

**B.** The Real Property is an 11 acre heavily treed parcel that straddles Sahalee Way just north of the city limits of the City of Sammamish.

**C.** Seller would like to be relieved of the burden of this surplus property by divesting itself of ownership, management, liability, and financial responsibility for the property

**D.** Seller desires to sell the Real Property and Buyer desires to purchase the Real Property. The Parties are entering into this Agreement pursuant to the authority granted in the Intergovernmental Disposition of Property Act, RCW ch. 39.33.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

#### ARTICLE 1.

#### PURCHASE AND TRANSFER OF ASSETS

**1.1. PROPERTY TO BE SOLD.** Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

**1.1.1.** all the Seller’s right, title and interest in the Real Property as legally described in **EXHIBIT A**;

**1.1.2.** all of Seller’s right, title and interest in improvements and structures located on the Real Property, if any;

**1.1.3.** all of Seller’s right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Real

Property (“Personal Property”);

**1.1.4.** all of Seller’s easements and other rights that are appurtenant to the Real Property including but not limited to, Seller’s right, title, and interest in and to streets, alleys or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, and leases, licenses, government approvals and permits affecting the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the “Property.”

## **ARTICLE 2. PURCHASE PRICE**

**2.1. PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of **One-Hundred-Fifty-Thousand Dollars (\$150,000)** (the “Purchase Price”).

**2.2. ALLOCATION OF PURCHASE PRICE.** Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

**2.3. DEPOSIT.** Within five (5) business days after the Effective Date, Buyer shall deliver to First American Title Insurance Company (the “Escrow Agent”), in its capacity as the Parties’ closing agent, immediately available cash funds in the amount of **Fifteen-Thousand Dollars (\$15,000)** (the “Deposit”). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

## **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY**

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

**3.1.1. ORGANIZATION.** The Seller is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington.

**3.1.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY.** The execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, and (ii) subject to the contingency in section 5.2 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller's legislative authority. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

**3.1.3. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with Seller or any action taken by Seller.

**3.1.4. FUTURE AGREEMENTS.** From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or

(b) sell, dispose of or encumber any portion of the Property.

**3.1.5. FOREIGN PERSON.** Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701 (a) (30) of the Internal Revenue Code of 1986 ("Code"), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

**3.2. REPRESENTATIONS AND WARRANTIES OF BUYER.** As of the date hereof and as of the Closing Date, Buyer represents and warrants as follows:

**3.2.1. ORGANIZATION.** Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

**3.2.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY.** The execution, delivery and performance of this Agreement by Buyer (i) is within the powers of Buyer as a municipal corporation of the State of Washington, and (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.3. NO BROKER.** No broker, finder, agent or similar intermediary has acted

for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

**3.3. CONDITION OF PROPERTY.**

**3.3.1. SELLER DISCLOSURE STATEMENT.** To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer is advised to use its due diligence to inspect the Property as allowed for by this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

**3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY.** Except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively "Condition of the Property"), including, without limitation:

- (a) The water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;
- (f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence or condition of utilities serving the Property;

(g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70.105D (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

(h) Any other matter with respect to the Property.

### **3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.**

(a) Buyer acknowledges and accepts Seller’s disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer acknowledges and agrees that, within the Due Diligence Period as defined in Section 5.1 of this Agreement, Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer acknowledges and agrees that it will thereby approve and accept the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property “AS IS, WHERE IS” with all faults and patent or latent defects,

including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Buyer shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

**3.3.4. INDEMNIFICATION.** From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses, liability, claim, agency order or requirement, damage and expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations.

**3.4. RISK OF LOSS.** Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

## **ARTICLE 4. TITLE MATTERS**

**4.1. CONVEYANCE.** Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT B**, subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the

printed exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

**4.2. TITLE COMMITMENT.** Buyer shall within fifteen (15) days after the Effective Date obtain a preliminary commitment for an owner's standard coverage policy of title insurance (the "Title Commitment") issued by First American (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

**4.3. REVIEW OF TITLE COMMITMENT.** Buyer shall have until twenty-five (25) days after the Effective Date (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment ("Buyer's Objections"). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) days after Seller receives Buyer's Objections of any exceptions to title which Seller will not remove or otherwise resolve ("Seller's Response"), and Buyer may, at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within ten (10) days after receipt of Seller's Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have seven (7) days to make Buyer's Objections to any new exception, Seller shall have five (5) days to provide Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection.

**4.4. OWNER'S TITLE INSURANCE POLICY.** At the Closing, Buyer shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section. If requested in writing by Seller, Buyer shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

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## ARTICLE 5.

## CONTINGENCIES

**5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY.** Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion that the condition of the Property for Buyer's contemplated use meets with its approval ("Due Diligence Contingency"). If Buyer is not satisfied with the condition of the Property, Buyer may terminate this Agreement by delivering written notice of termination to Seller within forty five (45) days of the Effective Date ("Due Diligence Period"). In such event this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If Buyer fails to give such notice to terminate within the Due Diligence Period or affirmatively gives notice that this Due Diligence Contingency is satisfied or waived within the Due Diligence Period, Buyer shall be obligated hereunder without further contingency and the Deposit shall be nonrefundable to Buyer except in the event of a default hereunder by Seller. Seller and Buyer may agree in writing to extend the Due Diligence Period.

**5.1.1. INSPECTIONS.** During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at its own expense to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Buyer (subject to the limitations set forth below and Section 5.1.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege or by other similar confidentiality protections; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) determine whether Buyer's proposed development of the property is economically feasible.

**5.1.2. RIGHT OF ENTRY.** Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct tests, investigations and studies set forth in this Article 5 upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's use of, or Seller's operations and activities on the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval. If invasive tests are performed by Buyer, Seller may elect to obtain split samples of any sampling that is obtained and reimburse the Buyer for the costs thereof. The Buyer will not be permitted to undertake activities that damage the Property. In connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability for injuries, sickness or death of persons, including employees of Buyer ("Claims") caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Seller, its officers, agents and employees.

**5.1.3 RIGHT OF ENTRY INSURANCE.** Prior to the entry of Buyer or its contractors for invasive testing of the Property such as drilling or excavation, the entering party(ies) shall submit evidence of (1) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) Automobile liability insurance in the amount of \$1,000,000; (3) Contractor's Pollution insurance in the amount of \$1,000,000 per claim and in the aggregate; and (4) Stop Gap/Employers Liability coverage in the amount of \$1,000,000. King County, its officers, officials, agents and employees shall be named as additional insureds.

**5.2. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY.** Seller's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("Council Approval Contingency"). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within one hundred twenty (120) days of the Effective Date ("Council Approval Period"). Seller may extend the Council Approval Period for up to an additional sixty (60) days. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

## **ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING**

**6.1. CONDUCT, NOTICE OF CHANGE.** Seller covenants that between the Effective Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

## **ARTICLE 7. COVENANTS OF BUYER PENDING CLOSING**

**7.1. CONDUCT, NOTICE OF CHANGE.** Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material

change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 8.  
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

**8.1. DELIVERY OF DOCUMENTS.** Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

**8.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

**8.3. TITLE.** Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller's obligation to remove or resolve has been waived by Buyer.

**8.4. CONDEMNATION.** No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

**ARTICLE 9.  
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

**9.1. DELIVERY OF DOCUMENTS.** Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

**9.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing shall have been properly performed in all material respects.

**9.3. TITLE.** The Title Company shall be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions and the other exceptions allowed for under Section 4.4 of this Agreement.

## **ARTICLE 10. CLOSING**

**10.1. CLOSING/CLOSING DATE.** The Closing shall take place within fifteen (15) days following the removal of all the contingencies in Article 5 of this Agreement or such other date as may be mutually agreed upon by the Parties (“Closing Date”). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Seattle, Washington.

**10.2. PRORATIONS.** Real property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys’ fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for the deed and its own attorneys’ fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

**10.3. SELLER’S DELIVERY OF DOCUMENTS AT CLOSING.** At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

**10.3.1.** A bargain and sale deed conveying the Property substantially in the form of **EXHIBIT B** attached hereto;

**10.3.2.** A bill of sale and assignment duly executed by the Seller in substantially the form of **EXHIBIT C**, attached hereto for the Personal Property, if any;

**10.3.3.** A seller’s certificate of non-foreign status substantially in the form of **EXHIBIT D**, attached hereto.

**10.4. BUYER’S DELIVERY OF PURCHASE PRICE AT CLOSING.** At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less the Deposit made under Section 2.3. of this Agreement.

## **ARTICLE 11. MISCELLANEOUS PROVISIONS**

**11.1. NON-MERGER.** Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

**11.2. DEFAULT AND ATTORNEYS' FEES.**

**11.2.1. DEFAULT BY BUYER.** In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

**11.2.2. DEFAULT BY SELLER.** In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of the Deposit.

**11.2.3. ATTORNEY'S FEES.** In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

**11.3. TIME.**

**11.3.1. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**11.3.2. COMPUTATION OF TIME.** Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

**11.4. NOTICES.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

<b>If to Buyer:</b>	Angie Feser Parks and Recreation Director, City of Sammamish
---------------------	---

801 228<sup>th</sup> Ave SE  
Sammamish, WA 98075

**If to Seller:** King County  
King County Facility Management Division  
Real Estate Services Section  
500 Fourth Avenue, Room 830  
Seattle, WA 98104  
Attn: Steve Rizika

With a copy to: King County Prosecuting Attorney's Office  
Civil Division  
King County Courthouse  
516 3<sup>rd</sup> Avenue, Suite W400  
Seattle, WA 98104  
Attention: John Briggs

**11.5. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

**11.6. SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

**11.7. WAIVER.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**11.8. BINDING EFFECT.** Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

**11.9. LEGAL RELATIONSHIP.** The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

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

**11.11. COOPERATION.** Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

**11.12. GOVERNING LAW AND VENUE.** This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

**11.13. NO THIRD PARTY BENEFICIARIES.** This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

**11.14. ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**11.15. NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

**11.16. SELLER'S KNOWLEDGE.** Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of Steve Rizika, who is an employee of King County, and is a Real Property Agent of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services. Steve Rizika has made no inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

**11.17. INDEMNIFICATION TITLE 51 WAIVER.** The indemnification provisions in Sections 3.3.4 and 5.1.2 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

**11.18. COUNTERPARTS.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party,

Exhibit 1

appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

**11.19. EXHIBITS.** The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status

EXECUTED on the dates set forth below.

**SELLER: KING COUNTY**

**BUYER: CITY OF SAMMAMISH**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Anthony Wright

Name: \_\_\_\_\_

Title: Director, Facilities Management Division

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Senior Deputy Prosecuting Attorney

**EXHIBIT A.**

**LEGAL DESCRIPTION**

PARCEL A:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF 228TH N.E. EXTENSION,

EXCEPT THE EAST 366.93 FEET OF THE NORTH 354.74 FEET THEREOF.

PARCEL B:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON, LYING SOUTHWESTERLY OF 228TH N.E. EXTENSION AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE SOUTH 0°39'10" WEST ALONG THE 1/16 LINE A DISTANCE OF 653.89 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°24'27" EAST A DISTANCE OF 250 FEET;

THENCE NORTH 37°29'21" EAST TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF 228TH N.E. EXTENSION, THE TERMINUS OF SAID LINE.

TAX PARCEL NUMBER: 172506-9084-06

**EXHIBIT B.**

**BARGAIN AND SALE DEED**

**AFTER RECORDING RETURN TO:**

CITY OF SAMMAMISH  
801 228TH AVE SE  
SAMMAMISH, WA 98075  
ATTN: ANGIE FESER

**BARGAIN AND SALE DEED**

**Grantor -- King County, Washington**

**Grantee -- City of Sammamish**

**Legal ---- PTN SEC 17 TWP 25N RGE 6E NE QTR SE QTR, KING COUNTY**

**Tax Acct. – 172506-9084-06**

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. \_\_\_\_\_, does hereby bargain, sell and convey unto the Grantee, THE CITY OF SAMMAMISH, a MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the following the real property situate in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

**GRANTOR  
KING COUNTY**

**GRANTEE  
CITY OF SAMMAMISH**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Director, Facilities Management Division TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

**NOTARY BLOCKS APPEAR ON NEXT PAGE**

**NOTARY BLOCK FOR KING COUNTY**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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.

\_\_\_\_\_  
Printed Name  
Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_  
City and State  
My appointment expires \_\_\_\_\_

**NOTARY BLOCK FOR CITY OF SAMMAMISH**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the City of Sammamish for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Printed Name  
Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_  
City and State  
My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**TO BARGAIN AND SALE DEED**

**LEGAL DESCRIPTION**

PARCEL A:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF 228TH N.E. EXTENSION,

EXCEPT THE EAST 366.93 FEET OF THE NORTH 354.74 FEET THEREOF.

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THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY WASHINGTON, LYING SOUTHWESTERLY OF 228TH N.E. EXTENSION AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

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THENCE NORTH 37°29'21" EAST TO THE INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF 228TH N.E. EXTENSION, THE TERMINUS OF SAID LINE.

TAX PARCEL NUMBER: 172506-9084-06

**EXCEPTIONS TO TITLE**

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

**EXHIBIT C.**

**BILL OF SALE AND ASSIGNMENT**

---

THIS BILL OF SALE is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of the City of Sammamish, a municipal corporation of the State of Washington (“**Buyer**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: \_\_\_\_\_

Name: Anthony Wright

Title: Director, Facilities Management Division

**EXHIBIT A**  
**TO BILL OF SALE**

**LEGAL DESCRIPTION**

PARCEL A:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF 228TH N.E. EXTENSION,

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TAX PARCEL NUMBER: 172506-9084-06

**EXHIBIT D.**

**Seller's Certification of Non-Foreign Status under  
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

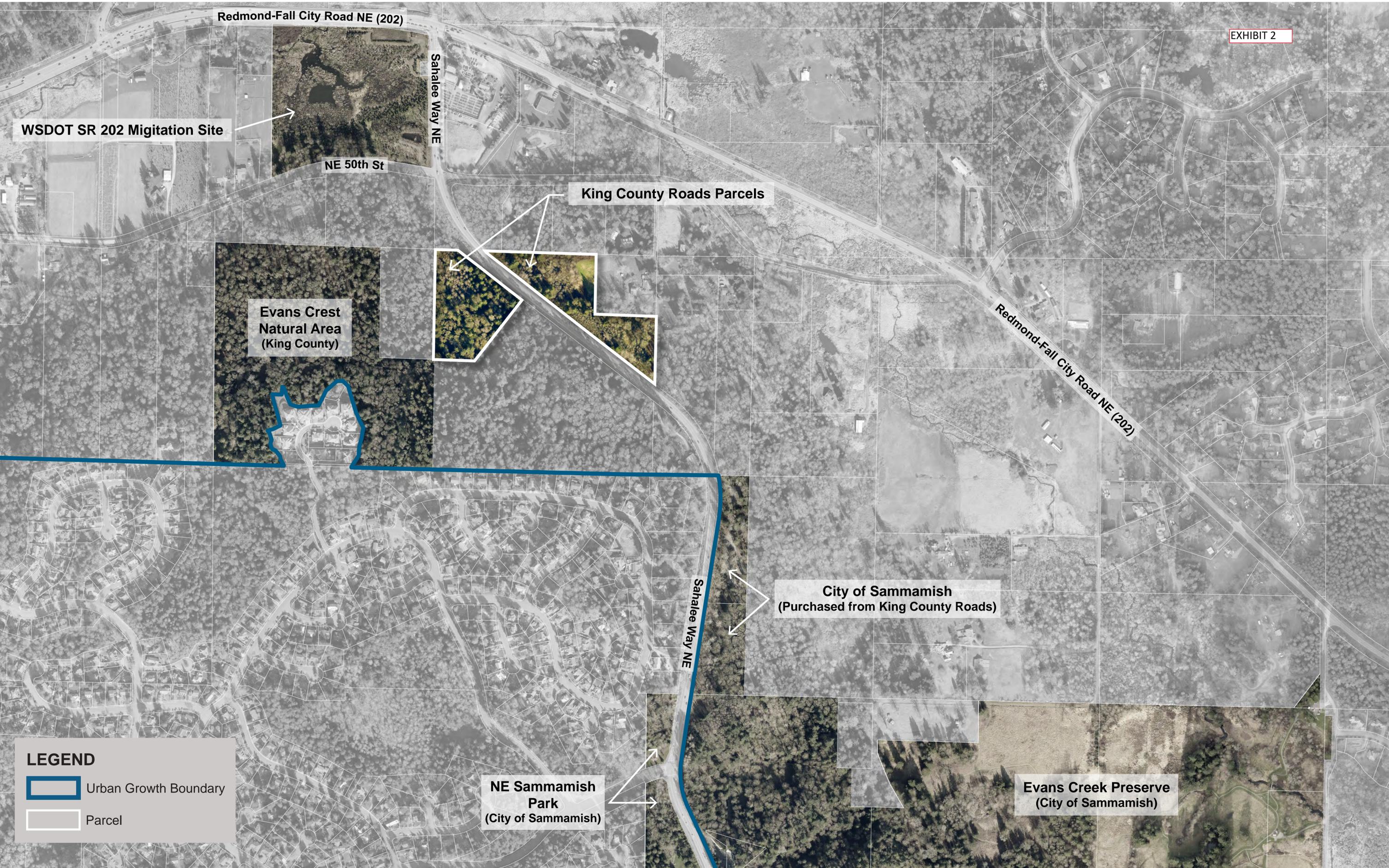
Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this \_\_\_ day of \_\_\_\_\_, 2017.

King County, Transferor:

By: \_\_\_\_\_  
Name: Anthony Wright  
Title: Director, Facilities Management Division



**LEGEND**

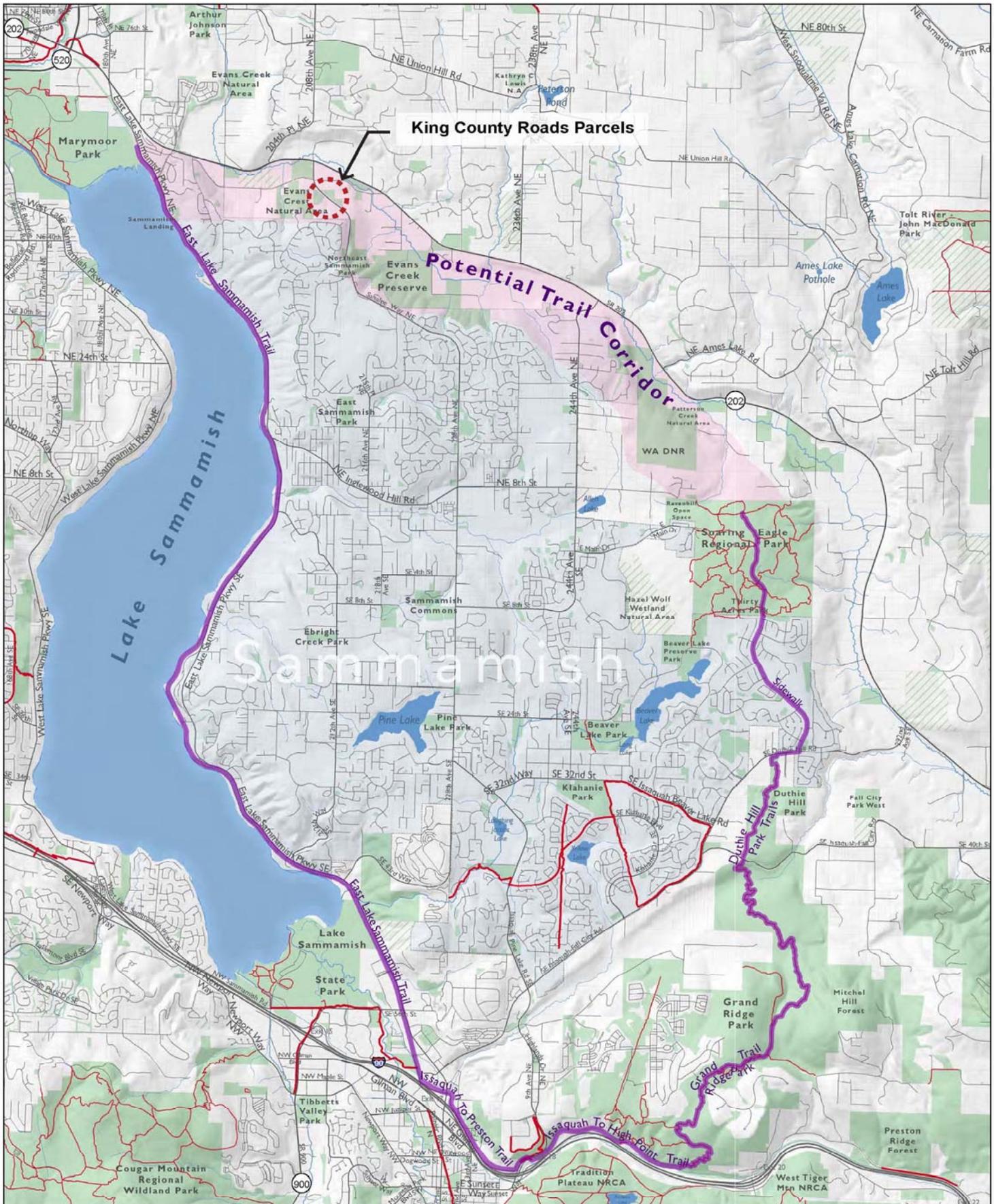
-  Urban Growth Boundary
-  Parcel

Sahalee Way King County Parcels





## Our dream - completing a trail around the Sammamish Plateau



King County Roads Parcels

Potential Trail Corridor

Lake Sammamish

Sammamish



Emerald Necklace	Existing Trails	Land Ownership
Existing Route	Local Trail	Private
Proposed Corridor	Regional Trail	Conserved Private
City of Sammamish Boundary		Public

Prepared for Sammamish Friends, a 501(c)(3) non-profit organization that provides opportunities for Sammamish residents and neighbors to preserve and enhance our habitat and to enrich our community. Please visit us at: [www.sammamishfriends.org](http://www.sammamishfriends.org)

Prepared by the Mountains to Sound Greenway Trust. Data compiled from various sources and is subject to change without notice.





*COUNCIL*  *MINUTES*

**Regular Meeting**  
**April 4, 2017**

Mayor Don Gerend called the regular meeting of the Sammamish City Council to order at 6:30 pm.

**Councilmembers present:**

Mayor Don Gerend  
Deputy Mayor Bob Keller  
Councilmember Tom Hornish  
Councilmember Christie Malchow  
Councilmember Tom Odell  
Councilmember Ramiro Valderrama

**Councilmembers absent:**

Councilmember Kathy Huckabay (excused)

**Staff present:**

Lyman Howard, City Manager  
Jessi Bon, Deputy City Manager  
Angie Feser, Parks & Recreation Director  
Aaron Antin, Finance/IT Director  
Mike Kenyon, City Attorney  
Melonie Anderson, City Clerk

**Roll Call/Pledge of Allegiance**

Roll was called. Councilmember Malchow led the pledge.

**Approval of Agenda**

Councilmember Odell requested moving Item 4 - Resolution: Of The City Of Sammamish, Washington, Revising The Rules Of Procedure For The City Council and Item 6 - Approval: Purchase two Ford F-250 pickups for Maintenance and Operations/Washington State Contract.

**MOTION:** Councilmember Valderrama moved to approve the agenda as amended. Councilmember Hornish seconded. Motion carried unanimously 6-0.

**Presentations/Proclamations**

- Introduction: Executive Director of Friends of the Issaquah Salmon Hatchery (FISH) Issaquah - Councilmember Mary Lou Pauley introduced Robin Kelley as the new Director for FISH.

**Public Comment**

Kent Treen, 1825 Eastlake Sammamish Parkway SE, spoke regarding a large, proposed development going in near his home.

Debbie Treen, same address as above, spoke to the same issue.

Mary Wictor, 408 208<sup>th</sup> Avenue NE, recommended hiring staff help for the City Council to respond to citizen complaints or requests.

**Consent Agenda**

**Consent Calendar**

Payroll for period ending March 15, 2017 for pay date March 20, 2017 in the amount of \$ 339,788.67

**Approval:** Claims For Period Ending April 4, 2017 In The Amount Of \$521,961.35 For Check No. 46865 Through 46971

**Proclamation:** Sexual Assault Awareness Month

**WHEREAS**, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community

**WHEREAS**, Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men will be raped at some point in their lives

**WHEREAS**, Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18

**WHEREAS**, Young people experience heightened rates of sexual violence, and youth ages 12-17 were 2.5 times as likely to be victims of rape or sexual assault

**WHEREAS**, On campus, one in five women and one in 16 men are sexually assaulted during their time in college

**WHEREAS**, We must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions.

**WHEREAS**, Prevention is possible when everyone gets involved. The first step is increasing education, awareness, and community involvement. It's time for all of us to take action to create a safer environment for all.

**WHEREAS**, Please join advocates and communities across the country in taking action to prevent sexual violence. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

**NOW, THEREFORE BE IT RESOLVED** that I, Mayor Donald Gerend and the Sammamish City Council, do hereby proclaim **April 2017** as **Sexual Assault Awareness Month** in the **City of Sammamish**.

3a. **Ordinance:** Second Reading of An Ordinance Of The City Of Sammamish, Washington Relating To Notice Of Public Hearings Before The Hearing Examiner; Amending Sections 20.10.150 And 20.10.180 Of The Sammamish Municipal Code; Providing For Severability; And Establishing An Effective Date

3b. **Resolution:** Approving The Hearing Examiner Rules Of Procedure, As Revised, In Accordance With Section 20.10.190 Of The Sammamish Municipal Code

**Contract Amendment:** Issaquah-Fall City Road Project Design/H.W. Lochner

**Approval:** March 7, 2017 Regular Meeting Minutes

**Approval:** March 20, 2017 Special Study Session Notes

**Approval:** March 21, 2017 Regular Meeting Minutes

**MOTION:** Councilmember Valderrama moved to approve the Consent Agenda. Councilmember Malchow seconded. Motion carried unanimously 6-0.

**Public Hearing** - None

**Unfinished Business** - None

#### **New Business**

**Resolution:** Of The City Of Sammamish, Washington, Revising The Rules Of Procedure For The City Council

**MOTION:** Councilmember Valderrama moved to approve the resolution. Councilmember Malchow seconded. Motion carried 5-1 with Councilmember Odell dissenting.

He feels that the ability to make public comment should be limited to once per person per meeting.

**Approval:** Purchase two Ford F-250 pickups for Maintenance and Operations/Washington State Contract

Councilmember Odell feels we should be purchasing a heavier duty truck, perhaps an F350, so we do not have to spend so much money for repairs.

**MOTION:** Councilmember Odell moved to approve the purchase. Councilmember Hornish seconded. Motion carried 6—0.

**Department Report:** Fire Services – Fire Chief Jeff Clark gave the report and showed a PowerPoint presentation (presentation available on the City’s website at [www.sammamish.us](http://www.sammamish.us)).

**Department Report:** Administrative Services – Administrative Services Director Beth Goldberg gave the staff report and showed a PowerPoint presentation (available on the City’s website at [www.sammamish.us](http://www.sammamish.us)). Council directed the Public Safety Committee to study the issue of whether or not to file Driving While License Suspended (DWLS)3 cases and come back to Council with a policy recommendation.

Council recessed from 8:23 pm to 8:28 pm.

**Discussion:** City Council Salary Study – Finance Director Aaron Antin gave the staff report and showed a PowerPoint presentation (available on the City’s website at [www.sammamish.us](http://www.sammamish.us)). Council directed the Finance Committee to study the various options regarding Council salaries and bring a recommendation back for Council consideration.

### **Council Reports/Committee Reports**

Councilmember Malchow attended the Zackuse Creek Open House. She also attended the Citizen’s for Sammamish meeting. Eastside Baby Corner has invited the City to participate in their annual Diaper Derby. Council agreed that they would like to participate.

Councilmember Valderrama reported on Eastside Fire & Rescue Board meeting. He met with councilmembers in Vancouver B.C. to discuss Green Initiative measures. He went to Olympia with Mayor Gerend and Deputy Mayor Keller to lobby state representatives.

Councilmember Hornish attended the Save Sammamish meeting he was invited by the group to speak about what he has learned as a Councilmember.

Deputy Mayor Keller reported on the legislative day in Olympia. He attended a drug awareness meeting.

Councilmember Odell attended the Eastside Fire & Rescue annual recognition banquet. He attended the Land Acquisition and Zackuse Creek open houses. He also announced he will not be seeking reelection.

Mayor Gerend reported that he met with staff members of the Governor while he was in Olympia.

### **City Manager Report**

Mr. Howard and Deputy City Manager Jessi Bon attended a meeting on immigrant rights and resources put on by King County and Sound Cities.

**Executive Session** – Potential Property Acquisition pursuant to RWC 42.30.110(1)(b) and Potential Litigation pursuant to RCW42.30.110 (1)(i)

Council recessed at 9:00 pm and returned at 9:26 pm.

**MOTION:** Councilmember Valderrama moved to authorize the City Manager to execute a settlement agreement resulting in the dismissal of the King County vs Sammamish lawsuit regarding the permitting application submitted by King County regarding the East Lake Sammamish Trail. The Settlement agreement will be comprised of three key parts: The County will revise the plans for their Clear and Grade application to comply with the 2016 King County Stormwater Design Manual that the City adopted in December 2016. The City has agreed to vest the project to regulations in effect as of March, 2017 and the County acknowledges that the City may require additional changes to their Clear

and Grade permit to comply with other City ordinances. Councilmember Malchow seconded. Motion carried 6-0.

Meeting adjourned at 9:20 pm

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Melanie Anderson, City Clerk

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Donald J. Gerend, Mayor

DRAFT





# STUDY SESSION NOTES

## Study Session

April 11, 2017

Mayor Gerend opened the study session of the Sammamish City Council at 6:30 p.m.

### **Public Comment**

*This is an opportunity for the public to address the Council. Three-minutes limit per person or 5 minutes if representing the official position of a recognized community organization.*

Janet Prichard, Republic Services, gave an update on the recent garbage truck fire due to an illegally discarded propane torch. She thanked those involved for a quick response.

Claradell Shedd, 2313 Sahalee Dr. E, spoke regarding the numerous trees being removed in the Sahalee neighborhood. *(showed a PowerPoint presentation, available upon request to the City Clerk, [manderson@sammamish.us](mailto:manderson@sammamish.us))*

Mary Victor, 408 208<sup>th</sup> Ave NE, spoke regarding the Zackuse Creek sedimentation/silt flow with regard to the Salmon recovery project. She requested to extend Otak's scope of study to include the amount of flow quantity duration velocity and also the sedimentation.

### **Topics**

- Update: Sammamish Plateau Water

Jay Krauss, General Manager with the Sammamish Plateau Water District gave a presentation on the groundwater model *(presentation available upon request to the City Clerk, [manderson@sammamish.us](mailto:manderson@sammamish.us))*

- Transition Report: Maintenance Division

Jessi Bon, Deputy City Manager and Glenn Akramoff, Contract Maintenance Director gave a staff update and showed a presentation *(available on the Sammamish website at [www.sammamish.us](http://www.sammamish.us))*

- Department Report: Parks and Recreation

Angie Feser, Director of Parks and Recreation, gave a staff update and showed a presentation *(available on the Sammamish website at [www.sammamish.us](http://www.sammamish.us))*

Adjournment

9:15 pm





**Meeting Date:** April 18, 2017

**Date Submitted:** April 12, 2017

**Originating Department:** Public Works

**Clearances:**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Attorney                | <input type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety           |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Finance & IT          | <input checked="" type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation    |  |

**Subject:** Sammamish Transportation Master Plan Consultant Contract – Fehr & Peers

**Action Required:** Authorize the City Manager to execute a Contract Agreement with Fehr & Peers to provide transportation planning services to develop the Sammamish Transportation Master Plan

**Exhibits:** 1. Agreement for Services – Fehr & Peers

**Budget:** The Street Fund allocates \$550,000 in the 2017-2018 Adopted Budget for the Transportation Master Plan

**Summary Statement:**

Public Works is seeking consultant assistance from Fehr & Peers to provide professional transportation planning and community engagement services to develop the City's first Transportation Master Plan. The Plan was on Public Works' schedule to start this fall, but during the budget process Council requested that it be accelerated in order to begin discussions with the community about the City's transportation system.

**Background:**

A Request for Proposals (RFP) was issued for consultant services to develop the Transportation Master Plan (TMP) in early February, 2017. Fehr & Peers was the only firm to respond to the RFP. Public Works' believes that was due to the unusually high demand for transportation planning services in the region, in particular by King County Metro and Sound Transit. Prior to issuing the RFP, staff talked with other jurisdictions about the consultants they hired to help them with their transportation related plans. Fehr & Peers' name came up a number of times as a firm who was highly qualified, experienced, responsive and creative.

Based on Fehr & Peers successful work on projects of similar nature in the region, an in person interview, reference checks and the ability to meet the City's needs and schedule, the selection committee recommends hiring the team. The Project Manager, Kendra Breiland, led the TMPs for the Cities of Kirkland, Kenmore and Tacoma; and managed the City of Puyallup's Comprehensive Transportation Element Update that included a Non-Motorized Plan and American with Disabilities Transition Plan. Bill

Grimes will lead the community involvement tasks for this project and has 30 years of community engagement and planning expertise, both locally and nationally. His competency and effectiveness has resulted in helping to garner seven Washington State American Planning Association awards for his local clients.

The City's Transportation Master Plan (TMP) will provide a strategic framework that guides transportation decisions and investments through 2035 to achieve the City's vision and goals, help improve mobility and our citizens' quality of life. The Plan will include a list of prioritized capital investments, planning level schedules and recommended financing strategies. The Council has directed staff to ensure all projects include thorough public involvement opportunities throughout all phases of development. To that end, included in the scope are a number of tasks to create and implement a Community Engagement and Outreach Plan that is collaborative, transparent, fun, and high-touch. The team will also focus on proactively reaching out to those we typically have not heard from in the past.

Another key goal of the TMP is to document a path forward that leads to an integrated, multimodal transportation system within Sammamish. It will also identify opportunities for reducing traffic congestion between Sammamish and destinations outside of the city. Such a system will help facilitate the safe and efficient movement of people and goods, accommodate anticipated growth, promote travel choices and mobility, and be environmentally and fiscally sustainable. The Plan will also balance the needs of an efficient and effective transportation system with the desire to maintain the character of existing neighborhoods, and promote economic development opportunities to help achieve the City's transportation vision and goals.

Key deliverables of the TMP include:

- Establishment of objective criteria and process for prioritizing capital investments
- List of capital investments for roads (new and existing), transit, freight, connectivity, bicycle and pedestrian improvements based on the criteria
- Capital project planning-level schedules and cost estimates
- Sustainable funding strategies and opportunities to support Plan implementation
- Performance metrics to measure progress in implementing the Plan
- Identification of opportunities for partnerships with other jurisdictions and agencies to reduce congestion and delay and provide more travel choices

**Financial Impact:**

The contract amount is \$353,000. The Street Fund allocates \$550,000 in the 2017-2018 adopted budget in Account No. 101-000-542-10-41-00 Professional Services in the Street Fund.

**Recommended Motion:**

Authorize the City Manager to execute a Contract Agreement with Fehr and Peers for an amount not to exceed \$353,000 for Professional Services for the Transportation Master Plan Project.

Authorize the City Manager to retain and manage a Management Reserve of \$50,000 for unanticipated contract services needed to complete the project.

Exhibit 1

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: Fehr & Peers

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and Fehr and Peers hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

According to the rates set forth in Exhibit "A"

A sum not to exceed \$353,000

Other (describe): \_\_\_\_\_  
\_\_\_\_\_

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2018, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not

5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 Consultant

## Exhibit 1

and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's 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. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

### 7. **Insurance.**

**A.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**B.** Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

### **Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

## Exhibit 1

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

### **Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

### **8. Record Keeping and Reporting.**

**A.** The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

**B.** The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

### **10. Termination.**

**A.** This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

**B.** In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

**C.** This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

**D.** The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

**E.** This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**11. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**12. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**13. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

Exhibit 1

14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name Fehr & Peers  
Contact Name Kendra Breiland  
Street Address 1001 4<sup>th</sup> Ave., Ste 4120  
City, State Zip Seattle, WA 98154  
Phone Number 206-576-4223  
Email k.breiland@fehrandpeers.com

18. **Applicable Law; Venue; Attorneys' Fees.** 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, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Matthew J. Henry

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: 4/12/17

Attest/Authenticated:

Approved As To Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

**Attachment A**  
**Sammamish Transportation Master Plan**  
**Scope of Work**

**Background**

The City's Transportation Master Plan (TMP) will provide a framework to guide transportation investments over at least the next 20-30 years in accordance with the community's vision and goals. It will be developed through a robust, collaborative process with stakeholders and the community to help improve mobility and quality of life.

The TMP will include both short and long-range strategies, specific program, policy, and project recommendations and an implementation schedule that leads to the development of an integrated multimodal transportation system that facilitates the safe and efficient movement of people and goods, accommodates anticipated growth and is environmentally and fiscally sustainable. It will also balance the needs of an efficient and effective transportation system with the desire to maintain the character of existing neighborhoods, and promote economic development opportunities to help achieve the City's transportation vision and goals. It will also contain transportation related policies necessary to implement the TMP and the City's Comprehensive Plan.

The TMP will identify the City's investment priorities for roads, transit, freight, bicycle, and pedestrian improvements; identify sustainable funding strategies; and describe the goals, objectives, policies, and performance measures to support the City's decisions and choices regarding all transportation-related investments and expenditures. The TMP will coordinate with the City's financial investment plans and policies, including the City's 2015 Comprehensive Plan, Capital Improvement Plans, the Parks, Recreation and Open Space (PRO) Plan and the Trails, Bikeway and Pathways Plan.

This project will be executed in multiple phases with planned adoption by the City Council in fall, 2018.

The public engagement component of the work will:

- Be transparent, inclusive, robust and proactively encourage a healthy dialogue with the public about its vision, needs and desires for the City's transportation network.
- Inform the community of the transportation environment and its challenges, the best practices in transportation planning, and the respective needs of all of the various users of the transportation system.
- Develop and sustain public awareness of the project, inviting participation in constructive and fun ways.
- Enhance public trust in the process, demonstrating through action that public suggestions and concerns are seriously considered and truly can influence the project's outcomes.
- Make repeated, visible appearances at public events and gathering spots, including schools, farmers markets, shopping centers, parks and other places as identified by the client to ensure we are involving as great a number of participants as possible, especially by those who may not have been heard from in the past.
- Achieve credible public input into the process, identifying community values and priorities that will help evaluate transportation planning options.
- Create a solid public awareness of the project, its progress and its eventual recommendations, providing a reliable, long-term sustainable strategy for transportation system management that

## Exhibit 1

will be supported by and survive multiple generations of City Council, community and city staff turnover.

- Identify a clear path forward to achieve the community's vision for the City's transportation network, yet be flexible enough to respond to the unknown needs of future generations.

### **Task 0: Project Management (Spans all Phases)**

The objective of this task is to ensure effective and efficient communication between the Consultant and the City project team members to proactively anticipate and resolve problems, and assure the project deliverables meet the project's goals and objectives. The Consultant will be responsible for proactively managing the project and providing all services and work needed to complete the project.

#### **0.1 - Produce a Project Plan and Charter**

The Consultant Project Manager will work with the City's Project Manager to develop this document, which is intended to be periodically reviewed and revised to reflect the changing needs of the project as appropriate. To create this document, the Consultant will have a call or in-person meeting with City staff to discuss content. An initial draft of the project plan and charter will be created within one week of that meeting.

#### **0.2 - Project Kick Off Meeting**

Plan and facilitate a Project Kick-Off meeting with the project team to review and approve the Project Plan and Charter; discuss project goals, objectives, schedule and risks; and strategize effective ways to engage and involve the community and stakeholders.

#### **0.3 – Biweekly project team meetings**

Biweekly project team meetings, which will include other team members as necessary.

#### **0.4 – Project Administration**

Project administration and monthly invoicing.

#### **Assumptions**

- Consultant will develop Project Kick-Off meeting agenda and materials, provide hard copies of all materials and a meeting summary including a record of all decisions.
- The Consultant Project Manager or designee will lead bi-weekly project team meetings in person or via telephone conference call and send topics two (2) days in advance of each meeting.
- Up to four (4) Consultant team members will attend the Kick-off meeting

#### **Deliverables**

- Monthly invoices showing the previous month's billing by hours and tasks, percentage of project completion to date by task, a project status report by task, and comments on the project's schedule status
- Kickoff Meeting Agenda and materials for all attendees
- Notes summarizing the Kickoff Meeting including list of action items
- One draft and final Project Plan and Charter

## **Task 1 – Data Collection and Vision (Phase 1)**

### **1.1 – Orientation interviews**

The Consultant will conduct three days of stakeholder interviews, speaking with community stakeholders, members of the general public, developers and representatives from the community's major employers. These interviews will be conducted in Sammamish, at a location determined and arranged by City staff. City staff will also be responsible for inviting interviewees and confirming the interview schedule. If necessary, some interviews may be conducted by phone or at locations outside of Sammamish.

The Consultant will produce a summary of the interviews for the project record, identifying apparent transportation concerns, issues and priorities to help guide the balance of the project.

#### **Assumptions**

- These interviews will be conducted at a location determined and arranged by City staff.
- City staff will also be responsible for inviting interviewees and confirming the interview schedule. If necessary, some interviews may be conducted by phone or at locations outside of Sammamish.

#### **Deliverables**

- Memorandum summarizing interview findings

### **1.2 - Review Existing Plans and Related Documents**

The objective of this task is to review existing documents that are related to or help inform development of the TMP. The list includes:

- City of Sammamish Comprehensive Plan, 2015 and any subsequent revisions
- City's 6- and 20-Year Capital Improvement Plans – Transportation, Storm Water, Parks
- City of Sammamish Parks PRO Plan, 2012
- Trails, Bikeways and Paths Plan, 2003
- Sammamish Town Center Plan, June 2008
- Sammamish Municipal Code Title 14 Public Works and Transportation
- Resolution 2012-492 Barricade Evaluation Process For Existing Barricades And Emergency Gates On City Streets
- Resolution R2014-577 Barricades and Emergency Gates Removal Evaluation Process
- Resolution R2015-619 NE 42nd Street Barricade
- Neighborhood Traffic Management Program
- 2016 city traffic model and traffic counts
- King County Metro and Sound Transit historical and projected Sammamish ridership estimates
- Puget Sound Regional Council population growth assumptions
- Relevant King County Metro and Sound Transit's long range plans
- City of Sammamish Public Works' Standards

## Exhibit 1

### Assumptions

- City staff will provide a digital copy or links of all of these documents to the Consultant team

### Deliverables

- None - see Task 1.3

### 1.3 – Transportation Needs Assessment

The Consultant will use the results of the orientation interviews (Task 1.1) and Plan Review (1.2) to determine a set of key transportation issues. The Consultant will develop a data request to fulfill any additional data needs (GIS data, collision data, etc.). Once the key transportation issues are identified, the Consultant will use these findings to conduct a needs assessment for the following transportation modes and programs:

- Existing and Future Vehicle Congestion – see Task 1.4 for more details
- Existing and Future Multimodal Demand (Biking, Walking, Transit)
- Non-Motorized Network Connectivity
- Freight and Truck Mobility
- Emergency Vehicle Access
- Safety
- Other as identified during completion of Tasks 1.1 and 1.2

This needs assessment will include an evaluation of existing conditions, as well as anticipated future conditions, based on the modeling performed in Task 1.4.

### Assumptions

- City will provide Consultant with available technical data within two weeks of data request
- New traffic counts would not be collected as a part of this effort since the City has a regular traffic counts program that will be updated in April 2017.

### Deliverables

- Visually-enhanced memo documenting existing conditions for the above modes, as well as anticipated future conditions

### 1.4 - Auto Operations Assessment and Year 2035 Baseline Analysis

The Consultant will create an existing (year 2016) AM peak hour operations model as well as develop PM Peak Hour forecasts of future traffic growth using adopted land use projections and identified transportation improvement projects. To the extent possible, the consultant will build from forecasts developed by TSI and will provide a peer review of the current travel model's performance and recommend modifications to improve the City's model's performance.

- Create an existing (year 2016) AM peak hour operations model (using Synchro) that builds off of the City's previously created and finalized PM peak hour existing (year 2016) operations model.
- Create an updated summary of the analysis of the Citywide Intersections. This summary will include:

## Exhibit 1

- On an individual intersection basis: existing (2016) total entering intersection volume, traffic control, delay, and level of service (LOS), intersection description, and LOS standard.
- On a network wide basis; total number of LOS failures, total intersection delay (in hours).
- Create a year 2035 PM peak hour travel demand model (using VISUM) that builds off of the City's previously created and finalized year 2023 pipeline travel demand model (used for concurrency testing purposes). Create an updated summary of the analysis of the Citywide Link Segments. This summary will include:
  - On a link basis: existing (2016) AWDT volumes, existing (2016) capacity threshold, segment description, predicted (2035) AWDT volumes, planned (2035) capacity threshold, and capacity reserve.
  - On a network wide basis: Total Vehicle-Miles, Total Capacity-Miles, Average V/C, Daily Excess Vehicle-Hours, and Average Speed.
- Create a year 2035 PM peak hour operations model (using Synchro) that builds off of the City's previously created and finalized year 2023 pipeline operations model (used for concurrency testing purposes). Create an updated summary of the analysis of the Citywide Intersections. This summary will include:
  - On an individual intersection basis: existing (2016) traffic control, delay, and level of service (LOS), intersection description, LOS standard, future (2035) traffic control assumption, future (2035) delay, future (2035) LOS, and future (2035) total entering intersection volume.
  - On a network wide basis; total number of LOS failures, total intersection delay (in hours).
- Craft a memorandum that summarizes Task 1.4. The summary memo will identify both link segments and intersections that fail to meet the identified operational standard.

### Assumptions

- Infrastructure capacity enhancements will be based on projects funded for construction in the current six-year Transportation Improvement Project list to be provided by the City. No other roadway enhancements will be assumed.
- Land use will remain consistent from the most recent Comprehensive Plan update.
- Turning movement volumes will be consistent with the travel demand model volumes.

### Deliverables

- 2016 AM peak hour Synchro intersection-level traffic operations results
- 2035 Baseline Travel Modeling Results, including 2035 link-level and intersection-level traffic operations results
- One draft and one final summary memo

### 1.5 – Public Engagement and Outreach Program

A reliable project schedule, consistent project message, and understandable public engagement process will be components of this program development. The Consultant will develop a comprehensive public engagement, outreach and project branding program, establishing an agreed-upon project message for all to reference and outlining a project schedule. The Consultant will detail all public engagement techniques and activities, identifying dates, venues, responsibilities, topics and hoped-for outcomes in a Communications Plan.

## Exhibit 1

The Consultant will coordinate with staff and the rest of the consultant team on the content of the outreach program and on the vehicles that will carry the message to the public. In essence, this outreach program will function both as mission statement and style guide, outlining the ways in which the project team will engage the public in the process, clarifying how the project is described, and establishing a consistent “look” for project materials for use in person, during meetings and pop-up events, and in publication.

### **Assumptions**

- None

### **Deliverables**

- Comprehensive public outreach and project branding program, establishing an agreed-upon project message for all to reference and outlining a project schedule. The Communications Plan will detail all public engagement techniques and activities, identifying dates, venues, responsibilities, topics and hoped-for outcomes.

## **1.6 – Website**

The Consultant will design, host and manage the project website. The website – with a distinct, project-related URL – will work in harmony with the City’s own website and social media packages, with links as appropriate to the City calendar and other relevant pages and resources. This website will feature news, a project calendar, links to project documents, and periodic interactive features, such as mini-polls, to make this a one-stop source for project information and a supplementary vehicle for public participation. The website will also include links to videos produced by others that describe transportation planning and transportation planning best practices. If desired, the website may also include videos produced specifically for this transportation project, subject to supplemental agreement. The website – or a dedicated ftp site – will facilitate file transfers between the consultant team and the City, enabling easy and consistent access for review of draft material, transfer of GIS data and other electronic information.

### **Assumptions:**

- Website would be external to city website and managed by consultant team

### **Deliverables:**

- Project website

## **1.7 – Pop-up Studio 1**

In keeping with the City’s awareness that an involved public is likely to be a contributing source of information and a supportive force in plan implementation, this scope proposes a highly-visible series of public engagement activities. The first is a three-day-long Pop-up Studio, with representatives from the consulting team and City staff visiting public places to engage in conversations with people during their daily routine. The Pop-up Studio – also known as the “PlanVan” – will feature project information, the results of the Transportation Needs Assessment (Task 1.3), and short questionnaires and will rotate its location in parking lots at shopping centers, schools, the farmers market, the library, Sammamish YMCA, and other places as determined appropriate by the City – and as approved by property owners. The studio is intended to be an active, attractive, engaging, convenient, and fun way to initiate reliable and informed public conversations. The Consultant will coordinate with the City on Pop-up Studio schedules, ensuring the best “bang for the buck” for engagement opportunities in town. This first pop-up event will likely occur during the summer, after orientation interviews and in advance of Workshop 1.

## Exhibit 1

### **Assumptions**

- Pop-up Studio 1 will occur during the summer to coincide with summer activities
- Open hours for weekday studios will last until 7:30pm
- One of the pop-up days will be on the weekend

### **Deliverables**

- Public outreach summary (see task 1.10)

### **1.8 – Workshop 1 – Vision**

The Consultant will design a workshop to be conducted in early September, focused on the existing transportation system and how it may respond to community demand in the future. This workshop is intended to vet existing transportation policy as voiced in the comprehensive plan, adding detail as necessary to establish a community-based foundation for the work ahead. Results from the workshop will confirm transportation vision and community priorities, enabling the consultant team and City staff develop scenarios to be tested in the next phase of work.

### **Assumptions**

- Workshop 1 will occur in September after school has started

### **Deliverables**

- Public outreach summary (see task 1.10)

### **1.9 – Project Team Roundtable 1**

The Consultant will convene and facilitate a Project Team Roundtable meeting with the project team to interpret the results of the first workshop. The agenda of this first roundtable will focus on the first workshop's results, a review of overall planning objectives and transportation vision, and how these can be reflected in possible scenario choices for study in Phase 2. This meeting will also give the project team an opportunity to identify areas that might require special study in the next phase, ensuring that the process is open to address unexpected issues as they arise.

### **Assumptions**

- None

### **Deliverables**

- Roundtable meeting facilitation and meeting notes

### **1.10 – Public Outreach Summary**

The Consultant will develop a memo, which summarizes the project's activity in Task 1 and the results of public conversations up to this point in the process.

### **Assumptions**

- None

### **Deliverables**

- Public outreach summary

## **Task 2 – Alternatives Scenario Analysis (Phase 2)**

### **2.1 – Review of Key Policies**

The purpose of this task is to update and refine the city’s existing set of transportation policies, including evaluation of how the City measures transportation success, including level of service and concurrency.

To perform this analysis, the Consultant will meet with City staff to identify key policies that merit reevaluation. The Consultant will ask staff to share the current challenges they experience in how existing policies may interfere with the delivery of a successful transportation system. Following this meeting, the Consultant will develop a workshop that will explore potential updates to the City’s current Level of Service (LOS), transportation performance measures, and concurrency policies and how these changes would influence the transportation improvements to be included in the Transportation Master Plan.

#### **Assumptions**

- Meetings will include at least representatives from Planning and Public Works
- Meetings anticipated to occur over the summer

#### **Deliverables**

- Workshop materials
- Memo summarizing workshop outcomes, including recommended updates to transportation policies, including level of service, transportation performance metrics, and concurrency

### **2.2 - Scenario Identification**

This task will also develop three different scenarios that will achieve the City’s vision for its transportation network. This task will include a meeting between City staff, Fehr & Peers, Studio Cascade, and DEA to develop these three alternatives with an eye towards community character, vehicle congestion, and multimodal connectivity.

#### **Assumptions**

- Meeting will occur in late September, after Phase 1 is complete.
- Scenarios will be diverse representing a variety of objectives, such as financial sustainability, congestion relief, community character, and multimodal connectivity.

#### **Deliverables**

- Short memo and map summarizing alternatives

### **2.3 - Year 2035 Scenario Modeling and Evaluation**

The consultant will model and evaluate the three alternatives identified in Task 2.2.

- Identify street and intersection improvements that mitigate the failing link segment and intersections identified in Task 1.4.
- Update the year 2035 PM peak hour baseline travel demand model (using VISUM) with the applicable roadway improvements assumed for the individual scenario(s) identified above. Create an updated summary of the analysis of the Citywide Link Segments. This summary will include:

## Exhibit 1

- On a link basis: existing (2016) AWDT volumes, existing (2016) capacity threshold, segment description, predicted (2035) AWDT volumes, planned (2035) capacity threshold, and capacity reserve.
- On a network wide basis: Total Vehicle-Miles, Total Capacity-Miles, Average V/C, Daily Excess Vehicle-Hours, and Average Speed.
- Update the year 2035 PM peak hour operations model (using Synchro) with the applicable roadway improvements assumed for the individual scenario(s) identified above. Create an updated summary of the analysis of the Citywide Intersections. This summary will include:
  - On an individual intersection basis: existing (2016) traffic control, delay, and level of service (LOS), intersection description, LOS standard, future (2035) traffic control assumption, future (2035) delay, future (2035) LOS, and future (2035) total entering intersection volume.
  - On a network wide basis; total number of LOS failures, total intersection delay (in hours).
- Craft a memorandum that summarizes the results of Task 2.3. The summary memo will focus on link segments and intersections that continue to fail to meet the identified operational standard (if any) and those which were improved over the no-build scenario.

### Assumptions

- Land use assumptions will be consistent with the most recent Comprehensive Plan update, and the Town Center plans.
- Turning movement volumes will be consistent with the travel demand model volumes.

### Deliverables

- 2035 Travel Modeling Results for the three future scenarios, including 2035 link-level and intersection-level traffic operations results
- One draft and one final summary memo.

## 2.4 – Pop-up Studio 2

The second phase of the Pop-up Studio will be much like the first. But it will present the results of the vision workshop and advance the conversation to focus on alternative scenarios. Participants will be asked to consider tradeoffs in establishing transportation priorities (as identified in technical task 2.1 through 2.3). As with Pop-up Studio 1, the “PlanVan” will appear at various community locations, making a highly visible project statement, drawing crowds and engaging in project-related conversations.

### Assumptions

- Pop-up Studio 2 will occur in late October/early November

### Deliverables

- Public outreach summary (see task 2.7)

## 2.5 – Workshop 2 – Scenarios

The Consultant will design a workshop to be conducted during the run of the Pop-up Studio, focused on likely transportation planning scenarios, testing the options through an intensive exercise and facilitated

## Exhibit 1

conversation. This workshop is intended to produce a conceptual planning direction, establishing a course to attain the transportation vision based on priorities and values described during the course of the workshop and Pop-up Studio.

### **Assumptions**

- Workshop 2 will occur in late October/early November

### **Deliverables**

- Public outreach summary (see task 2.7)

## **2.6 – Project Team Roundtable 2**

The Consultant will convene and facilitate a second Project Team Roundtable meeting to interpret the results of the second workshop. The agenda of this meeting will focus on the second workshop's results, a review of the preferences as they played out in the consideration of the planning scenarios, and identification of a preferred future scenario that will be used in developing the draft transportation plan. This meeting will also give the project team an opportunity to identify areas that might require special study in the next phase and ensuring that the process is open to address unexpected issues as they arise.

### **Assumptions**

- None

### **Deliverables**

- Roundtable meeting notes, which include identification of the preferred scenario for use in Phase 3.

## **2.7 – Public Outreach Summary**

The Consultant will develop a memo, which summarizes the project's activity in Task 2 and the results of public conversations up to this point in the process.

### **Assumptions**

- None

### **Deliverables**

- Public outreach summary

### Task 3 – Plan Development (Phase 3)

#### 3.1 - Developing the Project List

Based on the results from the above tasks, the Consultant will recommend a list of transportation capital improvements that fit within the preferred scenario. These improvements will address needs identified for all modes (as described in Task 1), as well as respond to the new policy direction, scenario analysis, and public input received in Task 2.

The Consultant anticipates that the development of this capital list will require substantial input from City staff and advisory committee. The Consultant has budgeted up to two (2) workshops for developing the capital list.

#### Assumptions

- Up to two 2-hour workshops
- All projects would require further engineering design and review prior to construction, which is not included in this contract

#### Deliverables

- 20-year project list

#### 3.2 - Cost Estimating services

DEA will review the preferred scenario project list and prepare revised or new conceptual planning-level cost estimates based on 2018 dollars, using unit costs approved by the City. Having helped plan and design several transportation improvements in Sammamish, DEA's local knowledge and expertise will help fine-tune the planning-level cost estimates.

#### Assumptions

- DEA develops cost estimates using 2018 dollars
- Unit costs approved by City

#### Deliverables

- Planning level cost estimates for up to 20 projects on 20-year list

#### 3.3 – Pop-up Studio 3

The third phase of the studio is intended to display and discuss the results of the planning process, describing the vision, the scenarios considered, the preferred direction, and the tradeoffs considered in the plan's recommendations. This studio event will allow participants to become intimately familiar with what the plan is likely to propose, speaking with consultant team members and City staff about the plan, their concerns, and their level of support for plan proposals. Conversations during the studio event may also result in the creation of "quick win" planning initiatives, identifying high-impact projects that can be completed within a year or two of plan adoption.

#### Assumptions

- Pop-up Studio 3 will occur in early 2018

#### Deliverables

- Public outreach summary (see task 3.6)

## Exhibit 1

### 3.4 – Workshop 3 – Direction

As with the other two workshops, this one also will be conducted during the run of the Pop-up Studio. It will present the plan's recommendations in an open-house format, with a workshop to follow that will elicit community suggestions on how to improve the plan and implement it. This workshop will provide a list of potential implementation actions that participants will consider and prioritize, affirming their commitment to the plan's overall direction and establishing a political foundation for capital programming and policy adoption.

#### **Assumptions**

- Workshop 3 will occur in early 2018

#### **Deliverables**

- Public outreach summary (see task 3.6)

### 3.5 – Project Team Roundtable Meeting 3

The Consultant will convene and facilitate a third Project Team Roundtable meeting to interpret the results of the third workshop. The agenda of this fourth roundtable will focus on the third workshop's results, a review and refinement of the preferred planning direction, and specific action items that may be appropriate for consideration in the draft plan. This meeting will also give the project team an opportunity to identify areas that might require special study in the next phase, ensuring that the process is open to address unexpected issues as they arise and, potentially, expanding the effort to review the draft plan concept more thoroughly before preparation of the overall draft plan.

#### **Assumptions:**

- None

#### **Deliverables:**

- Roundtable meeting facilitation and meeting notes

### 3.6 – Public Outreach Summary

The Consultant will develop a memo, which summarizes the project's activity in Task 3 and the results of public conversations up to this point in the process.

#### **Assumptions:**

- None

#### **Deliverables:**

- Public outreach summary

## **Task 4: Funding and Investment Strategies**

The objective of this task is to identify and estimate the needed funding streams and labor resources for the life of the TMP. The types of investments that are eligible to use each funding stream should also be noted.

### **4.1 – Impact Fee Recommendations**

The Consultant will review the City's current Traffic Impact Fee structure and develop recommendations for a new approach or modification of the existing structure to assure that growth pays for its share of TMP implementation.

### **4.2 – Funding Options**

The Consultant will work with staff to identify a range of funding options to inform a discussion of overall investment direction and trade-offs. The options should be realistic options based on public and stakeholder input as well as a variety of other key factors, including federal and state law and related risks, City financial policies, opportunities for public/private partnerships, current and projected performance, and ability to leverage grant opportunities or realize savings by coordinating projects with neighboring jurisdictions or private development. Working with the city's Finance Department, the Consultant will prepare ranges of potential revenues associated with the options.

#### **Assumptions**

- The City will make available its finance staff to explain the City's financial policies and past practices, as requested.
- The City will provide a copy of its financial policies and Traffic Impact Fee calculations
- The Consultant will review the current Transportation Impact Fee program and recommend possible changes, but will not prepare an impact fee update

#### **Deliverables**

- Memorandum summarizing recommended updates to the City's impact fee program
- Memorandum summarizing funding options

## **Task 5: Final Plan Development & Decision Maker Coordination (Spans all Phases)**

The objective of this task is to develop the final TMP based on the work from the previous tasks that describes the preferred future for Sammamish's transportation system.

The Consultant will make presentations to the Planning Commission and City Council regarding the work done in the previous phases to assist Council discussions and to ultimately make a selection of the preferred suite of solutions to best meet the City's and community's transportation vision, goals, and policies.

For one of these meetings, the consultant team will design and facilitate a joint work session with the Planning Commission and City Council to review the plan's process, its vision, technical assessments, and recommendations. The Consultant will detail the public process, as well, summarizing how public engagement will have shaped the plan's outcomes and provided direction on the next steps to take once the plan is adopted. This meeting will also solicit public comment on the draft, encouraging participants

## Exhibit 1

to learn about the nuance of transportation planning and to speak up about their expectations and how well this plan fulfills them.

The document should be written in plain language, clear, concise, use visual aids where appropriate, and be professionally designed. It should also be formatted for web-based accessibility. All final graphics, photos and tables shall be provided in native format for future editing. A stand-alone, visually appealing executive summary shall be created that can be reproduced and distributed to a wider audience that provides an introduction to the plan and its recommendations.

### **Assumptions**

- Up to two (2) Consultants will attend and present at up to 15 total public body meetings, including Planning Commission, Finance and Transit Subcommittees, and City Council.
- One draft and one final of materials for each meeting
- All projects included in the final plan would require further engineering design and review prior to construction, which is not included in this contract

### **Deliverables**

- Meeting materials
- Two (2) drafts and one final TMP
- Upon completion of the project, the Consultant shall submit all final products from each task in electronic format on a USB drive in their native format. Such documents include but are not limited to:
  - The final TMP in PDF and Word versions for online viewing and print
  - Graphics
  - GIS shape files and layers
  - Technical drawings, photographs, maps and GIS files, including metadata and layer files
  - All materials used for public meetings including all Council and Planning Commission meetings

### **Task 6: Management Reserve**

This task is reserved for additional work the City may want add to this Scope of Work including developing urban street design concepts for certain roadway classifications. The consultant shall receive approval from the City prior to doing any work under this task.

Exhibit 1

Task	Budget	Schedule
Project Management	\$28,975	<ul style="list-style-type: none"> <li>• Project charter: April 2017</li> <li>• Kick-off: May 2017</li> <li>• All other subtasks: April 2017-June 2018</li> </ul>
Data Collection & Vision	\$113,005	<ul style="list-style-type: none"> <li>• Orientation interviews, review of existing plans, transportation needs assessment, auto operations assessment, outreach plan, and website – May 2017-July 2017</li> <li>• Pop Up Studio – June 2017-August 2017</li> <li>• Workshop 1 and Roundtable 1 Meeting – September 2017</li> </ul>
Alternative Scenario Analysis	\$74,770	<ul style="list-style-type: none"> <li>• Review of key policies – August 2017</li> <li>• Scenario Identification – September 2017</li> <li>• Scenario Modeling and Qualitative Assessment – October 2017</li> <li>• Remaining Tasks Early November 2017</li> </ul>
Plan Development	\$58,785	<ul style="list-style-type: none"> <li>• Project List Development – November – December 2017</li> <li>• Cost Estimates – January 2018</li> <li>• Remaining Tasks – February 2018</li> </ul>
Funding & Investment Strategies	\$16,150	<ul style="list-style-type: none"> <li>• All Tasks – March 2018</li> </ul>
Document Production & Decision Maker Coordination	\$42,050	<ul style="list-style-type: none"> <li>• Document Production &amp; Urban Design Extras – April-May 2018</li> <li>• Decision Maker Coordination - April 2017-June 2018</li> </ul>
Direct Expenses (mileage, printing, etc.)	\$18,379	n/a
<b>Total Budget</b>	<b>\$352,114</b>	

## Exhibit 1



REQUEST FOR CONSULTANT PAYMENT

To: City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone: (425) 295-0500
FAX: (425) 295-0600

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$\_\_\_\_\_

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

For Department Use Only

Table with 2 columns: Description, Amount. Rows include Total contract amount, Previous payments, Current request, Balance remaining.

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Dept.
Check # \_\_\_\_\_ Check Date: \_\_\_\_\_

EXHIBIT C



*TAX IDENTIFICATION NUMBER*

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Corporation           | <input type="checkbox"/> Partnership     | <input type="checkbox"/> Government Consultant |
| <input type="checkbox"/> Individual/Proprietor | <input type="checkbox"/> Other (explain) |  |

TIN No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)

Sammamish Transportation Master Plan Fee Estimate

Tasks	FP						DEA			SCI		OTAK	Totals By Firm				Total
	KB	JP	Staff	DS	PN	YB	JA/CG	SS	EIT/Planner	BG	Hastings	LaPierre	FP	DEA	SCI	OTAK	
<b>Task 0: Project management</b>	205	145	115	270	135	110	145	225	95	165	130	150					
0.1 Project Plan & Charter	8	8	0	0	0	1							\$ 2,910	\$ -	\$ -	\$ -	\$ 2,910
0.2 Kick Off	4	4	0			1	8			8		0	\$ 1,510	\$ 1,160	\$ 1,320	\$ -	\$ 3,990
0.3 Bi Weekly Meetings	35	20	0		0	5	4			16	8	0	\$ 10,625	\$ 580	\$ 3,680	\$ -	\$ 14,885
0.4 Administration and Invoicing	16	0	0			1	8			16		0	\$ 3,390	\$ 1,160	\$ 2,640	\$ -	\$ 7,190
<b>Task 1: Data Collection and Vision</b>																	
1.1 - Orientation Interviews	8	8		0		1		0		32	8		\$ 2,910	\$ -	\$ 6,320	\$ -	\$ 9,230
1.2 - Review Existing Plans	8	16	32	0		5	0	0					\$ 8,190	\$ -	\$ -	\$ -	\$ 8,190
1.3 - Transportation Needs Assessment	16	40	16	0	16	7	0	0					\$ 13,850	\$ -	\$ -	\$ -	\$ 13,850
1.4 - Auto Operations Assessment	4	16		8		2	56	0	132				\$ 5,520	\$ 20,660	\$ -	\$ -	\$ 26,180
1.5 Outreach Program	2	2				0				4	16		\$ 700	\$ -	\$ 2,740	\$ -	\$ 3,440
1.6 - Website		8				1				12	60		\$ 1,270	\$ -	\$ 9,780	\$ -	\$ 11,050
1.7 - Pop-up Studio 1	24	24	16	0	16	7	0	0		48	56		\$ 13,170	\$ -	\$ 15,200	\$ -	\$ 28,370
1.8 - Workshop 1	8	8	0		8	2				8	24		\$ 4,100	\$ -	\$ 4,440	\$ -	\$ 8,540
1.9 - Roundtable Meeting 1	4	4	0		0	1				12			\$ 1,510	\$ -	\$ 1,980	\$ -	\$ 3,490
1.10 - Public Outreach Summary	0	1	0	0	0	0	0	0			4		\$ 145	\$ -	\$ 520	\$ -	\$ 665
<b>Task 2: Alternative Scenario Analysis</b>																	
2.1 - Review of Key Policies	24	24	0	16	4	6							\$ 13,920	\$ -	\$ -	\$ -	\$ 13,920
2.2 - Scenario Identification	8	8	12				16			8			\$ 4,180	\$ 2,320	\$ 1,320	\$ -	\$ 7,820
2.3 - Year 2035 Scenario Modeling	0	4				0	48		167				\$ 580	\$ 22,825	\$ -	\$ -	\$ 23,405
2.4 - Pop Up Studio 2	16	32	0			4				24	32		\$ 8,360	\$ -	\$ 8,120	\$ -	\$ 16,480
2.5- Workshop 2	8	8				1				8	24		\$ 2,910	\$ -	\$ 4,440	\$ -	\$ 7,350
2.6 - Roundtable Meeting 2	8	8				1				4	12		\$ 2,910	\$ -	\$ 2,220	\$ -	\$ 5,130
2.7 - Public Outreach Summary	0	1	0			0				0	4		\$ 145	\$ -	\$ 520	\$ -	\$ 665
<b>Task 3: Plan Development</b>																	
3.1 - Project List Development	24	40	20	0	16	8							\$ 16,060	\$ -	\$ -	\$ -	\$ 16,060
3.2 - Cost Estimates	4	4		0		1	7	24	63				\$ 1,510	\$ 12,400	\$ -	\$ -	\$ 13,910
3.3 - Pop up Studio 3	16	16	8	0		3				24	32		\$ 6,850	\$ -	\$ 8,120	\$ -	\$ 14,970
3.4 - Workshop 3	8	8	8	0	16	3				8	16		\$ 6,210	\$ -	\$ 3,400	\$ -	\$ 9,610
3.5 - Roundtable Meeting 3	8	8	0	0	0	1	0			4			\$ 2,910	\$ -	\$ 660	\$ -	\$ 3,570
3.6 - Public Outreach Summary	0	1	0	0		0				0	4		\$ 145	\$ -	\$ 520	\$ -	\$ 665
<b>Task 4: Funding and Investment Strategies</b>																	
Impact Fee Recommendations	12	20	0	6	4	3							\$ 7,850	\$ -	\$ -	\$ -	\$ 7,850
Financial Scenarios	16	10	0	12	0	3							\$ 8,300	\$ -	\$ -	\$ -	\$ 8,300
<b>Task 5: Document Production and Decision Maker Coordination</b>																	
Draft and Final Plan Development	30	45	15	6	30	5				0	0		\$ 20,620	\$ -	\$ -	\$ -	\$ 20,620
Decision Maker Coordination	60	8	0	8	8	7	0			24	0		\$ 17,470	\$ -	\$ 3,960	\$ -	\$ 21,430
Labor Total													\$ 190,730	\$ 61,105	\$ 81,900	\$ -	\$ 333,735
Direct Expenses (mileage, printing, etc)													\$ 7,629	\$ 2,220	\$ 8,530	\$ -	\$ 18,379
Total (Labor + Expenses)													\$ 198,359	\$ 63,325	\$ 90,430	\$ -	\$ 352,114





**Meeting Date:** April 18, 2017

**Date Submitted:** 4/12/2017

**Originating Department:** Public Works

**Clearances:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney     | <input type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety           |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Finance & IT          | <input checked="" type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation    |  |

**Subject:** Resolution establishing a Public hearing for consideration of a request to vacate a portion of 215<sup>th</sup> Avenue NE

**Action Required:** City Council adoption of the Resolution establish a date for the Public Hearing to consider his street vacation request.

- Exhibits:**
1. Proposed Resolution
  2. Petition for Vacation
  3. Certification of Sufficiency of Petition
  4. Maps Showing Proposed Vacation Location
  5. Site Plan

**Budget:** Not Applicable

**Summary Statement:**

The City has received a petition from the owners of the Morningside Development requesting that the City vacate the portion of 215<sup>th</sup> Avenue NE (as described by King County Survey NW -33-25-6) that runs across their property, as shown on the attached map. The applicant has submitted a complete street vacation request petition and all necessary supporting information as required by Appendix I of the 2016 Public Works Standards, "Right of Way Vacation".

**Background:**

The vacation of the Right of Way was a condition of the approval for the Morningside development. Appendix I of the 2016 Public Works Standards states as follows: "If the petition has been signed by two-thirds of the adjacent property owners, the petition shall be forwarded to the City Council which, shall, by resolution, fix a time when the petition will be heard and determined by the City Council, or committees of the Council. The hearing shall be not more than 60 days nor less than 20 days after the date of adoption of the resolution." In compliance with these Standards, staff is recommending that the City Council establish a Public Hearing date of May 16, 2017 to receive input on and consider this street vacation request.

**Financial Impact:**

There is no financial impact to the City.

**Recommended Motion:**

Move to adopt Resolution No. R2017-\_\_\_ scheduling a Public Hearing date of May 16, 2017 for the purpose of receiving testimony and deciding on the request to vacate the portion of Right-of-Way lying along 215<sup>th</sup> Avenue NE (as described by King County Survey NW -33-25-6).

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. O2017 - \_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, SETTING A PUBLIC HEARING DATE TO  
CONSIDER THE VACATION OF A PORTION OF 215<sup>th</sup>  
AVENUE NE.**

WHEREAS, pursuant to the City's Public Works Standards (Appendix I) and RCW 35A.01.040, a petition signed by the owners of more than two thirds of the property adjacent to a portion of 215<sup>th</sup> Avenue NE within the property located within the Morningside Estates Plat, ATTACHMENT A ("the Property"), was filed with the City Clerk of the City of Sammamish for vacation of the Property; and

WHEREAS, pursuant to the City's Public Works Standards (Appendix I(C)), a petition fee was paid; and

WHEREAS, as required by the City of Sammamish 2016 Public Works Standards, the Public Works Director of the City of Sammamish has returned a Certificate of Sufficiency for the referenced street vacation petition; and

WHEREAS, the City's 2016 Public Works Standards (Appendix I) and RCW 35.79.010 require a public hearing on such petition and require that the date of such hearing shall be fixed by Resolution of the City Council; and

WHEREAS the City's Public Works Standards (Appendix I(E)) requires the hearing be held no less than 20 days or more than 60 days from the date of the Resolution;

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

Section 1. Public Hearing. May 16<sup>th</sup>, 2017 at 6:30 pm at the Sammamish City Council Chambers, 801 228<sup>th</sup> Avenue SE, Sammamish, Washington shall be fixed as the time and place for the Public Hearing and determination by the Sammamish City Council of said street right of way vacation request and petition.

Section 2. Notice. The City Clerk shall give notice of the time, place and purpose of the hearing as set forth in RCW 35.79.020 and the City's Public Works Standards (Appendix I(G)).

**PASSED BY THE SAMMAMISH CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON THE \_\_\_\_\_ DAY OF APRIL 2017.**

CITY OF SAMMAMISH

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Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

---

Michael R. Kenyon, City Attorney

Filed with the City Clerk:	April 12, 2017
Passed by the City Council:	April XX, 2017
Resolution No.	R2017-_____

**CORE DESIGN, INC.  
BELLEVUE WA 98007**

CORE PROJECT NO: 13065  
03-17-2017

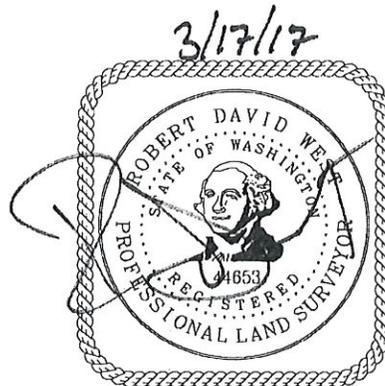
**EXHIBIT "A"**

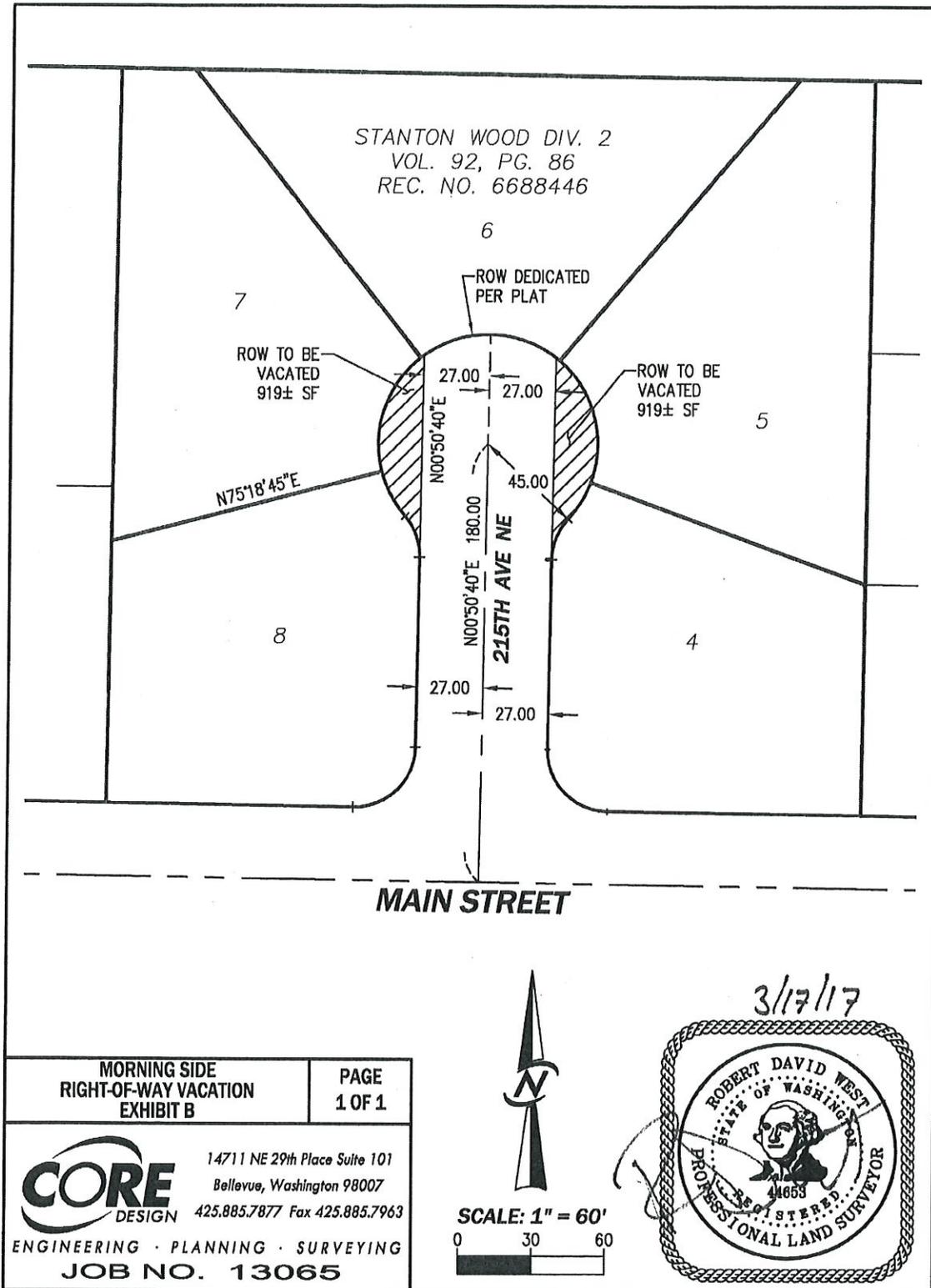
**LEGAL DESCRIPTION – RIGHT-OF-WAY VACATION**

ALL THAT PORTION OF 215TH AVENUE NE AS DEDICATED BY STANTON WOOD DIV. NO. 2, RECORDED IN VOLUME 92 OF PLATS, PAGE 86, UNDER RECORDING NUMBER 6688446, RECORDS OF KING COUNTY, WASHINGTON, LYING EAST OF THE EAST 27.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID 215TH AVENUE NE AND THE NORTHERLY PROLOGATION THEREOF;

TOGETHER WITH THAT PORTION OF SAID 215TH AVENUE NE LYING WEST OF THE WEST 27.00 FEET AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID 215TH AVENUE NE AND THE NORTHERLY PROLOGATION THEREOF;

CONTAINS 1,838± SQUARE FEET (0.0422± ACRES)





**CERTIFICATION OF SUFFICIENCY OF PETITION  
FOR STREET VACATION**

**215<sup>th</sup> Avenue NE Vacation Request**

I, Steve Leniszewski, Director of Public Works for the City of Sammamish, Washington, certify that the attached petition requesting vacation of a portion of 215<sup>th</sup> Avenue NE, a street right of way within the City Limits of the City of Sammamish, which has been filed with the City, has been signed by the owners of more than two-thirds of the property abutting upon the portion of right of way to be vacated; and that the petitioners for said vacation request have met all of the requirements contained in Appendix I of the 2016 Public Works Standards entitled "Right of Way Vacation."

Dated this 12<sup>th</sup> day of April, 2017.

  
for Steve Leniszewski, P.E., Director of Public Works

## Exhibit 2

SEP 22 2016

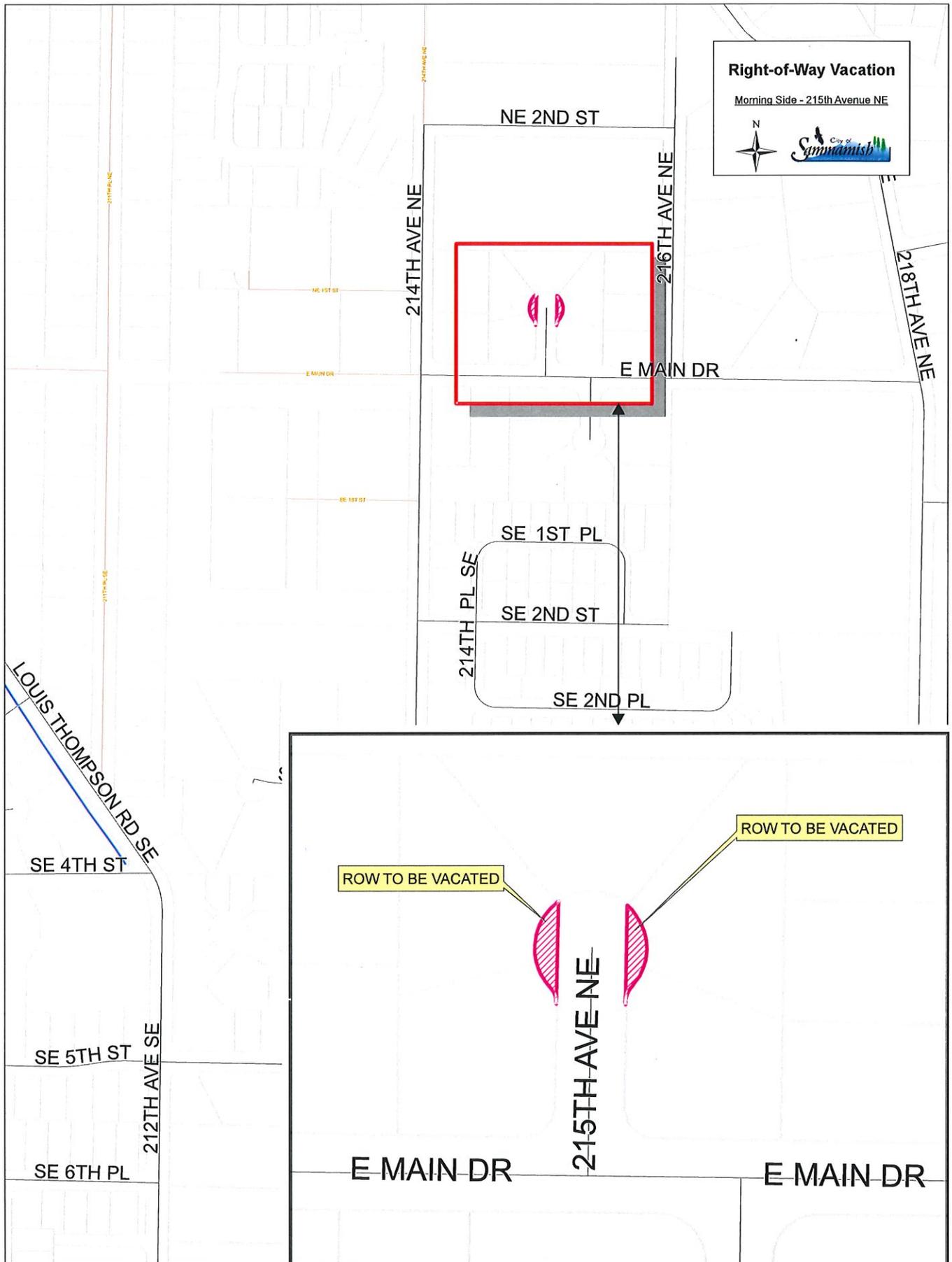
PETITION FOR VACATION OF CITY RIGHT-OF-WAY  
CITY OF SAMMAMISH

CITY OF SAMMAMISH

Print Name	Signature	Property Address & Phone Number	Assessors Parcel Number	Date of Signing Petition
Barrington Homes, LLC	<i>[Signature]</i> Authorized Agent	15 215th Ave NE (425) 644-2323	796441-0070	9/20/16
Barrington Homes, LLC	<i>[Signature]</i> Authorized Agent	20 215th Ave NE (425) 644-2323	796441-0060	9/20/16
Barrington Homes, LLC	<i>[Signature]</i> Authorized Agent	14 215th Ave NE (425) 644-2323	796441-0050	9/20/16
Barrington Homes, LLC	<i>[Signature]</i> Authorized Agent	No Address (425) 644-2323	796441-0040	9/20/16
Forrest Schall	<i>[Signature]</i> FORREST	21418 E Main Dr	796441-0080	3/24/17

SVR16-00327

## Exhibit 3

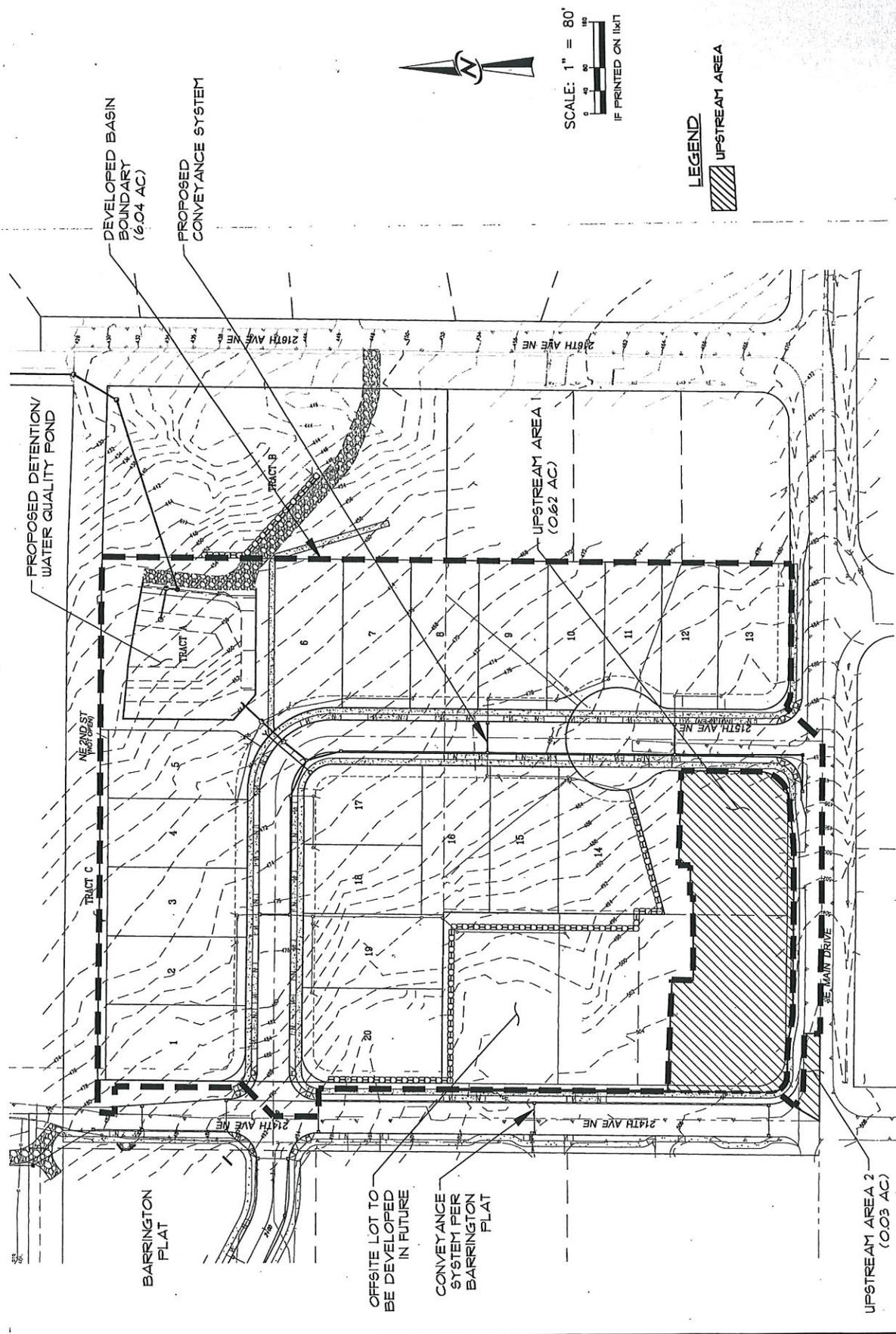


## Exhibit 4

DATE		SEPTEMBER 2015
DESIGNED		HOLI R. HEARNY
DRAWN		DAVID S. WAGNER
APPROVED		JAMES A. GIBSON, P.E.
PROJECT MANAGER		LAET HEINRICHSEN
PROJECT NUMBER		13065
SHEET		1
OF		1

**DEVELOPED CONDITIONS**  
**MORNINGSID ESTATES**  
**BARRINGTON HOMES, LLC.**  
 ENGINEERING · PLANNING · SURVEYING  
**CORE DESIGN**  
 14711 NE 25th Place, Suite 101  
 Bellevue, Washington 98007  
 425.852.8277 Fax 425.852.7963

SEC. 33, TWP. 25 N., RGE. 6 E., W.M.



DATE	SEPTEMBER 2015
DESIGNED	HOLI R. HEARNY
DRAWN	DAVID S. WAGNER
APPROVED	JAMES A. GIBSON, P.E.
PROJECT MANAGER	LAET HEINRICHSEN
PROJECT NUMBER	13065
SHEET	1
OF	1

## Exhibit 5



Meeting Date: April 18, 2017

Date Submitted: 4/12/2017

**Originating Department:** Public Works**Clearances:**

- |  |  |  |
|--|--|--|
| <input checked="" type="checkbox"/> Attorney     | <input type="checkbox"/> Community Development | <input type="checkbox"/> Public Safety           |
| <input type="checkbox"/> Admin Services          | <input type="checkbox"/> Finance & IT          | <input checked="" type="checkbox"/> Public Works |
| <input checked="" type="checkbox"/> City Manager | <input type="checkbox"/> Parks & Recreation    |  |

**Subject:** Resolution establishing a Public Hearing date for consideration of a request to vacate a portion of SE 28<sup>th</sup> Street

**Action Required:** City Council adoption of the Resolution to establish a date for the Public Hearing to consider the street vacation request

- Exhibits:**
1. Proposed Resolution
  2. Petition for Vacation
  3. Certification of Sufficiency of Petition
  4. Map Showing Proposed Vacation Location

**Budget:** Not Applicable

**Summary Statement:**

The City has received a petition from the owner located at 21832 SE 28<sup>th</sup> Street requesting that the City complete the vacation of the portion of SE 28<sup>th</sup> Street (as described by King County Survey NW -9-24-6) that runs across their property as shown on the attached map. The applicant has submitted a complete street vacation request petition and all necessary supporting information as required by Appendix I of the 2016 Public Works Standards, "Right of Way Vacation".

**Background:**

This portion of the street was inadvertently omitted in the Street Vacation approved under Ordinance 02013-357 that was passed by Council on November 18, 2013. Staff is requesting City Council to initiate the vacation process to complete the intention of the initial vacation along SE 28<sup>th</sup> Street.

Appendix I of the 2016 Public Works Standards states as follows: "If the petition has been signed by two-thirds of the adjacent property owners, the petition shall be forwarded to the City Council which, shall, by resolution, fix a time when the petition will be heard and determined by the City Council, or committees of the Council. The hearing shall be not more than 60 days nor less than 20 days after the date of adoption of the resolution." In compliance with these Standards, staff is recommending that the City Council establish a Public Hearing date of May 16, 2017 to receive input on and consider this street vacation request.

**Financial Impact:**

No fees were collected as part of the initial vacation process performed in 2013. Staff requests that the fee be waived in this instance to mitigate additional financial impact to the property owner, which is allowable under the Public Works Standards. Therefore there are no financial impacts to the City.

**Recommended Motion:**

Move to adopt Resolution No. R2017-\_\_\_ scheduling a Public Hearing date of May 16, 2017 for the purpose of receiving testimony and deciding on the request to vacate the portion of SE 24<sup>th</sup> Street (as described by King County Survey NW-9-24-6) that runs across the property located at 21832 SE 28<sup>th</sup> Street.

**CITY OF SAMMAMISH  
WASHINGTON  
RESOLUTION NO. O2017 - \_\_\_\_\_**

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**A RESOLUTION OF THE CITY OF SAMMAMISH,  
WASHINGTON, SETTING A PUBLIC HEARING DATE TO  
CONSIDER THE VACATION OF A PORTION OF SE 28<sup>th</sup>  
STREET**

WHEREAS, pursuant to the City’s Public Works Standards (Appendix I) and RCW 35A.01.040, a petition signed by the owners of more than two thirds of the property adjacent to a portion of SE 28<sup>th</sup> Street within the property located at 21832 SE 28<sup>th</sup> Street, Exhibit A (“the Property”), was filed with the City Clerk of the City of Sammamish for vacation of the Property; and

WHEREAS, pursuant to the City’s Public Works Standards (Appendix I(C)), a petition fee was paid; and

WHEREAS, as required by the City of Sammamish 2016 Public Works Standards, the Public Works Director of the City of Sammamish has returned a Certificate of Sufficiency for the referenced street vacation petition; and

WHEREAS, the City’s 2016 Public Works Standards (Appendix I) and RCW 35.79.010 require a public hearing on such petition and require that the date of such Hearing shall be fixed by Resolution of the City Council; and

WHEREAS the City’s Public Works Standards (Appendix I(E)) requires the hearing be held no less than 20 days or more than 60 days from the date of the Resolution;

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

Section 1. Public Hearing. May 16, 2017 at 6:30 pm at the Sammamish City Council Chambers, 801 228<sup>th</sup> Avenue SE, Sammamish, Washington shall be fixed as the time and place for the Public Hearing and determination by the Sammamish City Council of said street right of way vacation request and petition.

Section 2. Notice. The City Clerk shall give notice of the time, place and purpose of the hearing as set forth in RCW 35.79.020 and the City’s Public Works Standards (Appendix I(G)).

**PASSED BY THE SAMMAMISH CITY COUNCIL AT A REGULAR MEETING  
THEREOF ON THE \_\_\_\_ DAY OF APRIL 2017.**

CITY OF SAMMAMISH

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Mayor Donald J. Gerend

ATTEST/AUTHENTICATED:

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Melonie Anderson, City Clerk

Approved as to form:

---

Michael R. Kenyon, City Attorney

Filed with the City Clerk:	April 12, 2017
Passed by the City Council:	April XX, 2017
Resolution No.	R2017-_____

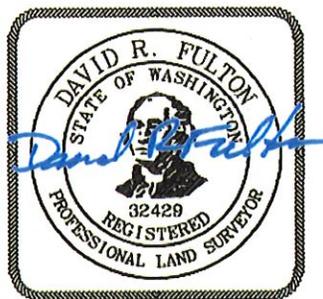
EXHIBIT "A"  
Vacated area of J. A. Huvinen Road (SE 28<sup>th</sup> Street)

That portion of Government Lot 4 in the Northwest Quarter of Section 09, Township 24 North, Range 6 East, W.M. in King County, Washington, described as follows:

Commencing at the southeast corner of said Government Lot 4;  
Thence North 01°38'12" East along the east line of said Government Lot 4 a distance of 1,366.70 feet to the southerly right-of-way line for J. A. Huvinen Road as established in May, 1931, (SE 28<sup>th</sup> Street);  
Thence continuing along said east line, North 01°38'12" East a distance of 63.77 feet to the northerly right-of-way line for said J. A. Huvinen Road;  
Thence South 71°50'00" West, along said northerly right-of-way line, a distance of 290.12 feet to the intersection with a line 55 feet west of the west line of the east two-eighths of Government Lot 4 ascertained by appointment on the south line, also being the west line of that portion of J. A. Huvinen Road vacated by Ordinance No. 02013-357 and the Point of Beginning;  
Thence, continuing South 71°50'00" West, along said northerly right-of-way line, a distance of 51.58 feet, to a point on the north right-of-way line for J. A. Huvinen Road Revision (SE 28<sup>th</sup> Street);  
Thence North 89°11'39" East, along said north right-of-way line, a distance of 48.58 feet to the west line of that portion of J. A. Huvinen Road vacated by Ordinance No. 02013-357;  
Thence North 01°38'12" East along said west line, 15.41 feet, to the POINT OF BEGINNING.

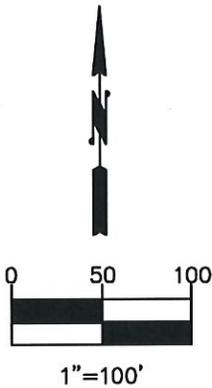
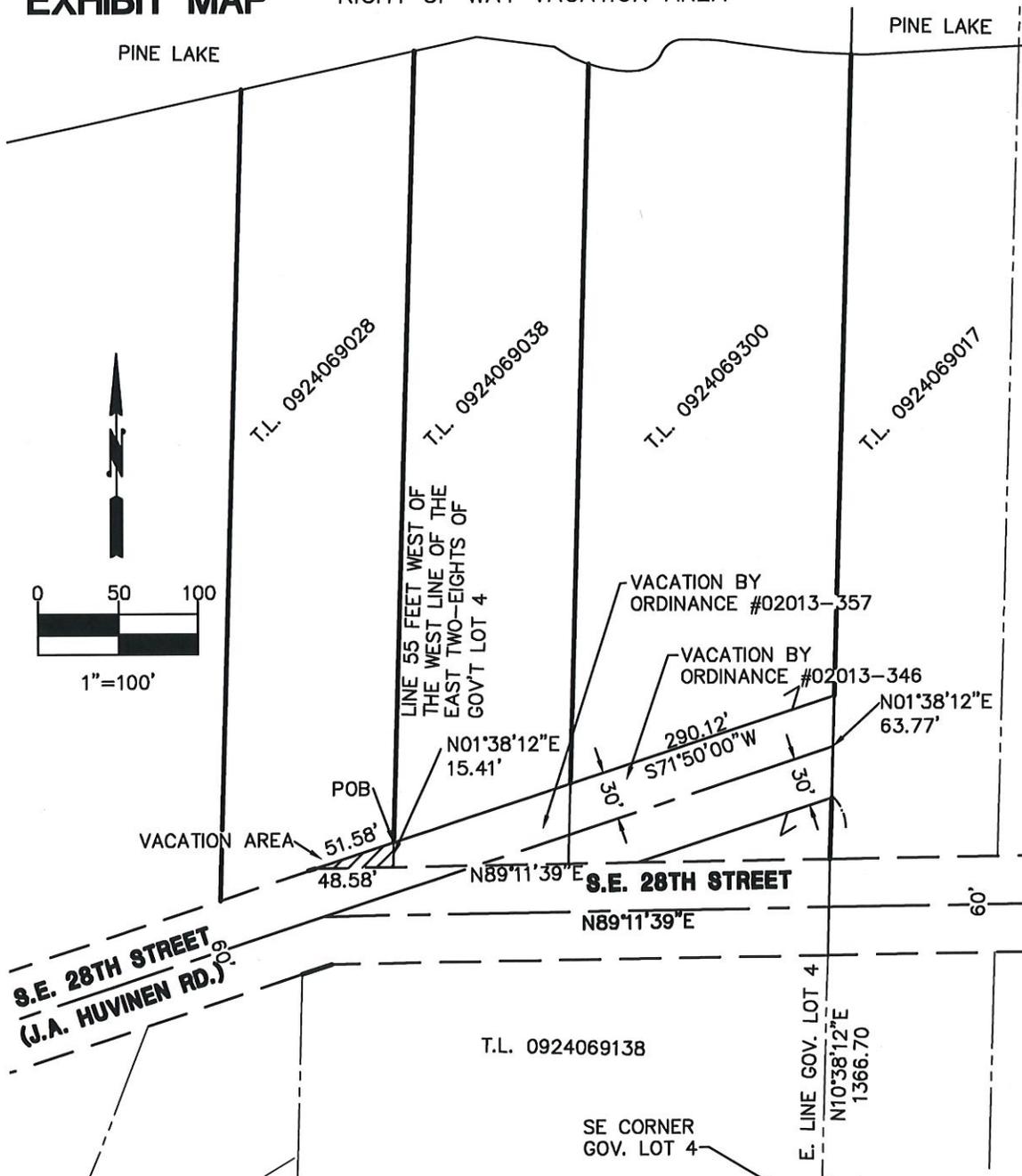
Situate in the City of Sammamish, County of King, State of Washington.

Vacation Area contains 373 square feet more or less.



# EXHIBIT MAP

## RIGHT OF WAY VACATION AREA



**S.E. 28TH STREET  
(J.A. HUVINEN RD.)**

**LEGEND**

SCALE: 1" = 100'  
 FILE: \17366.10.05-EXHIBIT.dwg  
 DATE: 03/20/2017 DRF  
 PROJ. NO.: 17366.10.05



11255 Kirkland Way, Suite 300  
 Kirkland, WA 98033  
 p. 425.827.2014 | f. 425.827.5043  
 .....  
 Civil | Structural | Planning | Survey  
 paceengrs.com



## Exhibit 2

**CERTIFICATION OF SUFFICIENCY OF PETITION  
FOR STREET VACATION**

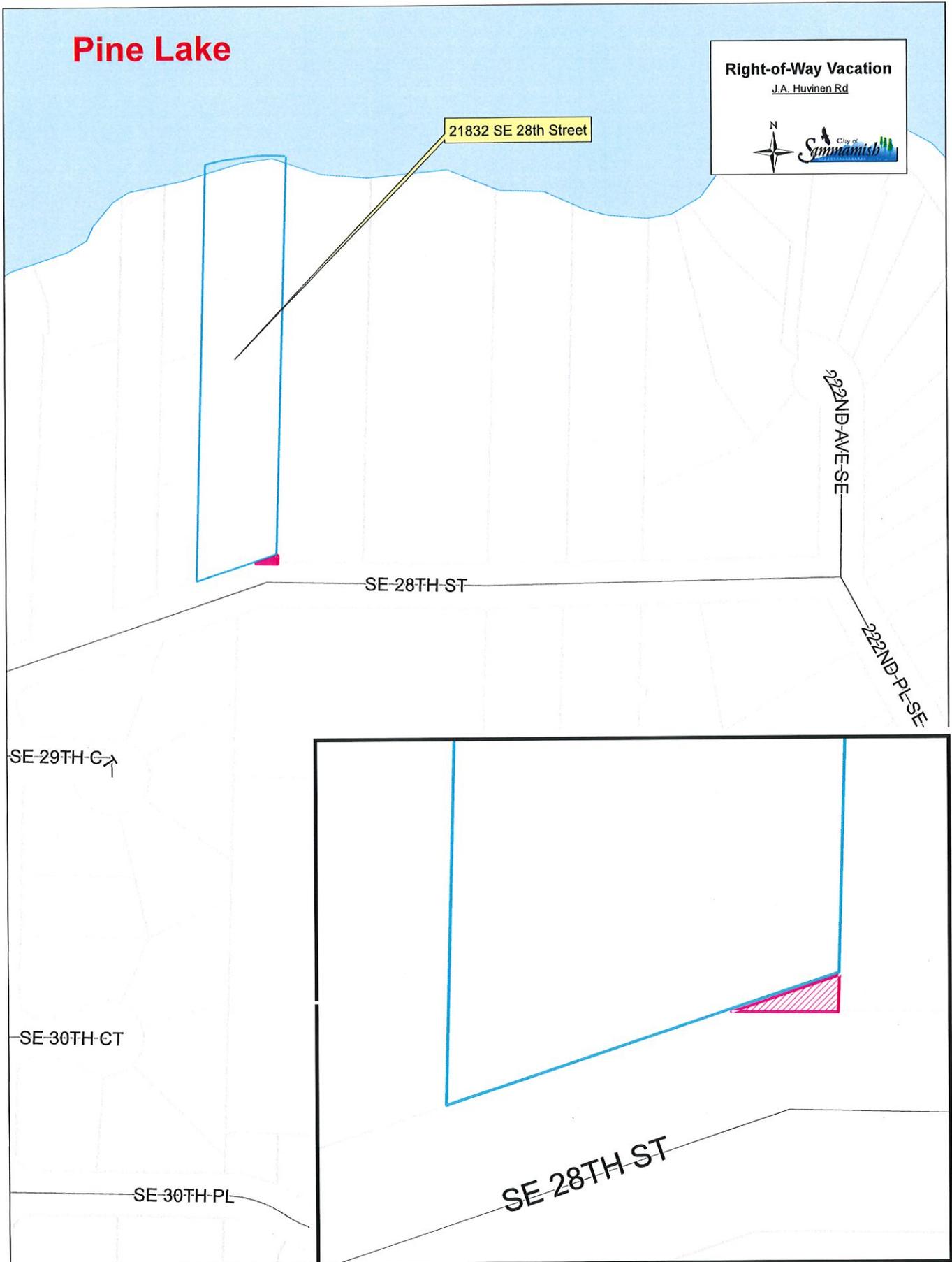
**28<sup>th</sup> Street Vacation Request**

I, Steve Leniszewski, Director of Public Works for the City of Sammamish, Washington, certify that the attached petition requesting vacation of a portion of 28<sup>th</sup> Street, a street right of way within the City Limits of the City of Sammamish, which has been filed with the City, has been signed by the owners of more than two-thirds of the property abutting upon the portion of right of way to be vacated; and that the petitioners for said vacation request have met all of the requirements contained in Appendix I of the 2016 Public Works Standards entitled "Right of Way."

Dated this 12<sup>th</sup> day of April, 2017.

  
for Steve Leniszewski, P.E., Director of Public Works

## Exhibit 3



## Exhibit 4

**Report of Northend Mayors Meeting, April 4, 2017: Don Gerend**

The City of Shoreline hosted a lunch meeting of the Northend Mayors. Mayors from Sammamish, Redmond, Kenmore, Woodinville, Duvall and Shoreline attended, as well as the City Manager of Shoreline, Diane Carlson for the King County Executive, King County Councilmember Rod Dembowski, Deanna Dawson for Sound Cities Association, Yazmin Mehdi (Outreach Coordinator for Congresswoman Pramila Jayapal), and a staff person for Senator Murray.

One discussion topic was the issue of potential upcoming levies and whether or not they will lead to voter fatigue (or further voter fatigue, depending on which voter you are talking with). There seemed to be a consensus that there is most support for the veterans levy renewal (perhaps including money for such programs as senior centers). There also is authority for up to 0.1% sales tax increase for affordable housing/homelessness, as well as 0.1% for the arts. With the affordable housing and homelessness issues front and center now, most of the attendees at today's meeting would like to see the arts levy not considered this year, perhaps next year and maybe not using the full authority.

Deanna mentioned that there is a Task Force being formed for affordable housing, I believe, with 4 SCA representatives, 4 KC Councilmembers and one rep from Seattle. She also mentioned that the regional roads network program is looking to a meeting of regional elected perhaps in June to consider tools to deal with the shortfall in funding for maintenance and operations of our regional roads.

Yazmin said that Rep. Jayapal is on the Budget Committee and the Judiciary Committee. I mentioned to her that the Chair of the Judiciary is the Congressman from Virginia that has been holding up passage of the Marketplace Fairness Act (internet taxation) which would really benefit Washington State. This is why Washington Legislature has proposed (House Budget) to start collecting internet sales tax in Washington State, like South Dakota and some other states, rather than waiting for Federal legislation. She said that she would look into that for Rep. Jayapal.

Mayor Marchione reported that when Seattle sweeps homeless camps, many end up in Redmond. He asked if there are numbers for how much SCA cities spend on homelessness; Deanna said that SCA is trying to do that and it may be a subject for a pre-PIC (Public Issues Committee) discussion. Redmond actually has a homeless coordinator (a coordinator focusing on homeless people) who goes out at night and tries to get the homeless moving up the ladder to self-sufficiency. They estimate that Redmond has perhaps 200 homeless at any given time. The Mayor also mentioned that Kim Allen had resigned and was replaced by their first minority councilmember (the City is only 58% white).

Duvall has two vacant council seats right now that they are filling and will have 5 seats up for election in November. Woodinville is still working on the second phase of a 1100 dwelling unit development in downtown.

Senator Murray, besides being preoccupied with the threatening filibuster of the Supreme Court nominee, wants to hear from cities to build the cases against the President's budget which cuts community block grants and many other programs essential to cities. She welcomes stories from cities.

