

**SECOND AMENDMENT to WATER AND SEWER UTILITY ASSUMPTION  
AGREEMENT  
between  
CITY OF BELLEVUE  
and  
CITY OF ISSAQUAH**

This Second Amendment to the Interlocal Agreement Implementing the Water and Sewer Utility Assumption Agreement (Agreement) (“Second Amendment”) is made and entered into by and between the City of Issaquah (“Issaquah”) and the City of Bellevue (“Bellevue”) this \_\_\_\_ day of \_\_\_\_\_, 2019, as follows:

WHEREAS, Issaquah and Bellevue entered into a Water and Sewer Utility Pre-Assumption Agreement that was fully executed on June 11, 2014 (Bellevue Resolution No. 8693), where Bellevue agreed to work cooperatively with Issaquah in its assumption effort of the water and sewer services then provided by Bellevue within Issaquah’s corporate limits for the South Cove/Greenwood Point areas to the maximum extent allowed by law and, in relevant part, negotiate in good faith terms regarding existing capital facilities; and

WHEREAS, Issaquah and Bellevue entered into a certain Interlocal Agreement Implementing the Water and Sewer Utility Assumption Agreement (Assumption Agreement) that was fully executed on October 22, 2015, and amended on December 31, 2016; and

WHEREAS, under the Assumption Agreement, Bellevue agreed to transfer all of its water assets and sanitary sewer assets located within the South Cove/Greenwood Point area, including any necessary easements, to Issaquah at no cost as of the Assumption effective date; and

WHEREAS, Bellevue owns the Sammamish Reservoir, a water reservoir located at 19221 SE Newport Way, Issaquah, Washington (King County AFN 192406-9150), and sited on a lot measuring approximately 81,457 square feet; the reservoir provides water solely to the Assumption Area; and

WHEREAS, in the Assumption Agreement, the South Cove/Greenwood Point area is defined as that area shown in Attachment A, by the City of Issaquah; and

WHEREAS, Attachment A includes two maps prepared by Bellevue and one map prepared by Issaquah, and the legal description of the Assumption Area is included in Exhibit B; and

WHEREAS, Bellevue’s maps include the parcel containing the Sammamish Reservoir; however, it is unclear whether the map Issaquah included in Attachment A encompasses the parcel containing the Sammamish Reservoir; and

WHEREAS, the legal description that was prepared on behalf of Issaquah by its consultant states that legal description was revised on March 25, 2015 to exclude a portion of the Assumption Area; and

WHEREAS, the legal description in Exhibit B omits the parcel containing the Sammamish Reservoir; and

WHEREAS, it is the parties' intent that the Sammamish Reservoir, which provides water only to the Assumption Area, and the real property it is sited upon be transferred to Issaquah for the ongoing provision of water to the Assumption Area; and

WHEREAS, the parties desire to amend the Agreement to clarify their respective rights and responsibilities regarding the transfer of the Sammamish Reservoir and the accompanying real property to Issaquah, as more fully set forth below;

NOW THEREFORE, the parties agree as follows:

1. Section 1 is amended as follows:

A. Paragraph A is amended as follows:

Support the assumption of its water and sanitary sewer utilities within the South Cove/Greenwood Point area, as shown in Attachment A, by the City of Issaquah, and as described in Exhibit B. Should a conflict arise between Exhibits A and B, Exhibit B shall control.

2. Exhibit B (Legal Description) is amended as follows:

(See Attachment 1 to the Second Amendment)

3. Except as modified by Amendment No. 1, and this Second Amendment, the Agreement remains in full force and effect and has not been modified or amended.

Approved as to Form  
Bellevue Legal Counsel

CITY OF BELLEVUE ("Bellevue")

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

Issaquah Legal Counsel

CITY OF ISSAQUAH ("Issaquah")

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

**ATTACHMENT 1**

**EXHIBIT D: AMENDED EXHIBIT B - LEGAL DESCRIPTION  
EXHIBIT E: SOUTH COVE ASSUMPTION AREA MAP**

## **EXHIBIT D**

### **Water and Sewer Utility Assumption Greenwood Point/South Cove**

That portion of Sections 18, 19 and 20, Township 24 North, Range 6 East, W.M., King County, Washington, described as follows:

Beginning at a point on the Southwesterly shoreline of Lake Sammamish, said point bears North 01°19'41" East from a point on the North line of Timber Lake Lane, as recorded In Volume 103 of Plats, Pages 16-18, a distance of 154.56 feet Westerly from the Northeast corner of lot 30 of said plat, said point being on the Bellevue city limits as annexed under Ordinance No. 5277;

Thence along said Bellevue city limits the following courses:

Thence South 01°19'41" West to said point on the North line;

Thence North 88°59'22" West along the North line of lots 31, 32 and 33 of said plat to the East line of Lot 34 of said plat;

Thence Northerly along said East line to the Southerly most corner of lot 51 of said plat;

Thence Northwesterly along the Southwest line thereof to the Easterly most corner of lot 50 of said plat;

Thence Southwesterly along the Southeast line thereof and the Southeast line of lot 49 of said plat to the Northeast corner of lot 48 of said plat;

Thence Southeasterly along the Northeast line thereof and the Northeast line of lot 46 of said plat to the Northwest line of Tract E of said plat;

Thence Northeasterly along said Northwest line to the Northerly most corner of said Tract E;

Thence Southeasterly along the Northeast line thereof to the Easterly most corner of said Tract E;

Thence Southwesterly along the Southeast line thereof to the East margin of SR 901, as shown on SR 90 MP 7.71 to MP 11.73, Richards Road to Lake Sammamish, Right of Way and limited Access Plan, sheets 10 and 11, dated June 12, 1969;

Thence Southerly along said East margin to an angle point 90.00 feet opposite SR 901 Station 102+00;

Thence Southerly along a line 90 feet Easterly of and parallel with the SR 901 line to the Southerly limited access line of SR 90, as shown on said Right of Way and Limited Access Plan;

Thence, leaving said Ordinance No. 5277 and following Bellevue Ordinance No. 4789, Southeasterly along said limited access line to the Easterly Bellevue city limits in said Section 18 as described in said Ordinance No. 4789;

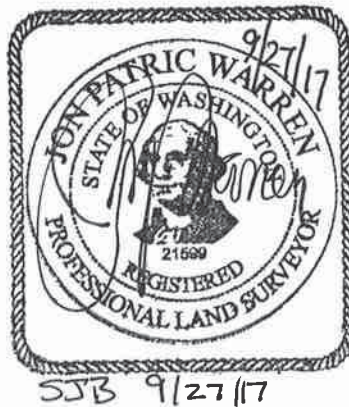
Thence continuing Southeasterly along said limited access line, to an angle point therein;

Thence Northerly to the Southerly margin of SE Newport Way;

Thence Southeasterly along said margin, also being the frontage of King County Boundary Line Adjustment # L96L0159 and L94L0168 and Monohon, Copper Leaf and Sammamish Hills Condos, to the Southeast corner of said Monohon Condo, also being a point on the South line of the Southwest Quarter of Section 18, Township 24 North, Range 6 East, W.M. in King County, Washington;

Thence Westerly along said South line to the most Northeasterly corner of Lot 5 Montreux Div. Three as recorded in Volume 166 of Plats, pages 1-6;  
Thence Southeasterly along said Easterly lines of lots 5, 4, 3, 2 and 1 of said Plat and the Southerly extension of said Lot 1 to the Southerly margin of S.E. Village Park Drive;  
Thence Easterly along said Southerly margin to the Northwest corner of Tract 'I' of Montreux Div. One, as recorded in Volume 155 of Plats, pages 69-87;  
Thence Southwesterly along the West line of said Tract 'I' to the South line of the North half of the Northeast quarter of Section 19;  
Thence East along said South line to the East line of Said Section;  
Thence Northerly along said East line to the Northerly margin of West Lake Sammamish Pkwy S.E. (See W. Lk. Sammamish Pkwy. S.E., SR-901 to Issaquah City Limits (Frontage Rd)), also being the SR 90 Lk. Sammamish to East Issaquah interchange, dated November 9, 1966;  
Thence Southeasterly along said Northerly margin to the East line of Boundary Agreement as recorded under King County Recording No. 8705271211;  
Thence North 13°07'06" West, along said East line to the shoreline of Lake Sammamish in Government Lot 6 of said Section 20;  
Thence Westerly and Northwesterly along said Southwesterly shoreline of Lake Sammamish to the Point of Beginning;

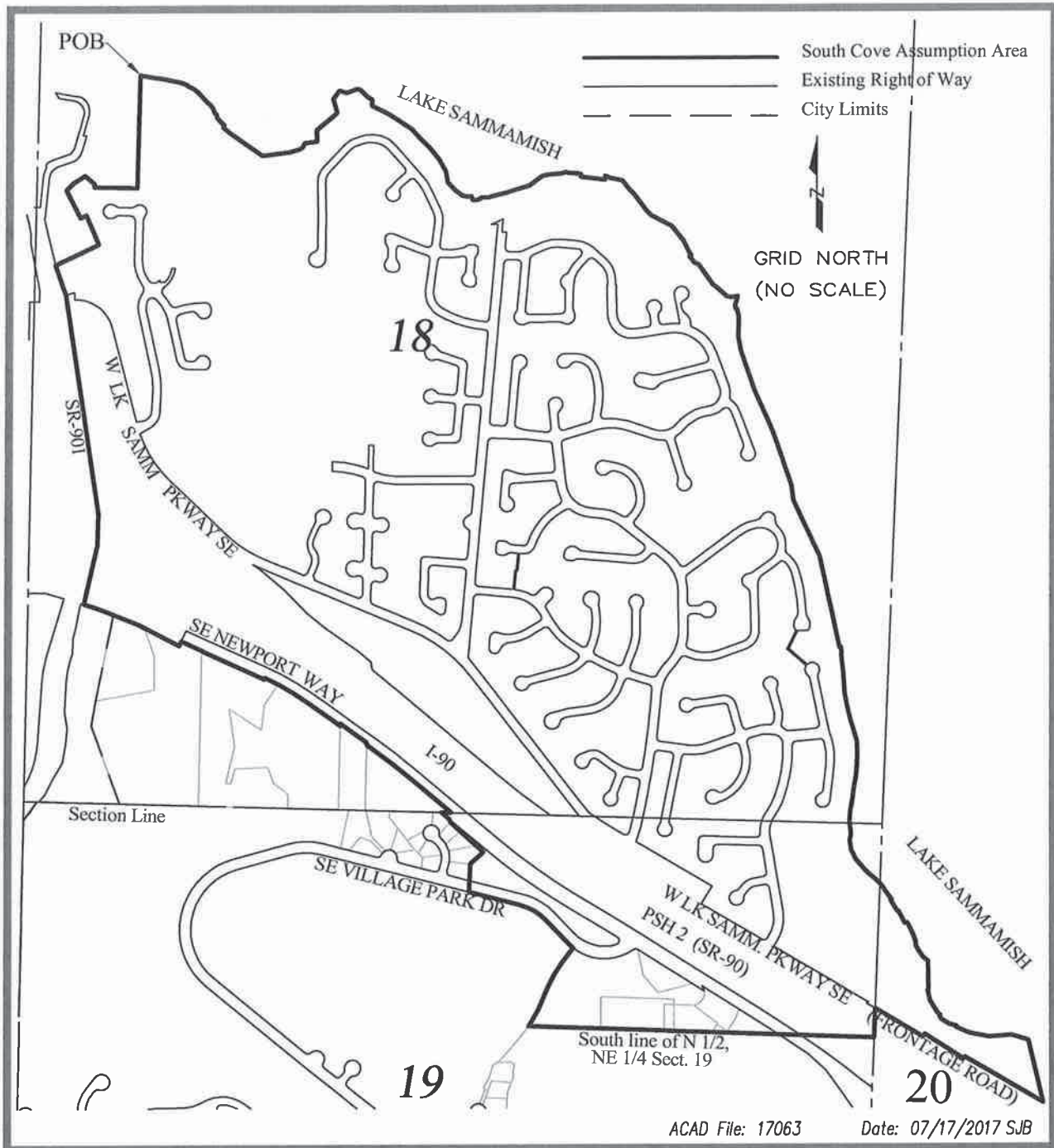
TOGETHER with all adjacent shorelands;



7-17-2017/SJB

17063 South Cove Assumption Area.docx

# EXHIBIT E



## South Cove Assumption Area

City of Bellevue and City of Issaquah

Sect. 18, 19 & 20, T.24 N., R.6 E., W.M.  
King County, Washington



## City of Bellevue

Civic Services Department