

INTERLOCAL AGREEMENT

**Between City of Auburn and Port of Seattle
Regarding Wetlands Construction, Infrastructure
Improvements, and Property Transfer**

THIS INTERLOCAL AGREEMENT is made and entered into as of this 18 day of MARCH, 1998, between the CITY OF AUBURN, a municipal corporation of the State of Washington ("Auburn"), and the PORT OF SEATTLE, a municipal corporation of the State of Washington (the "Port"), relating to wetlands construction, infrastructure improvements, and a transfer of property from the Port to Auburn.

Recitals

A. The Port is the owner of a parcel of property approximately 69 acres in size located in the City of Auburn west of the Green River and south of S. 277th St., legally described in Exhibit A attached hereto and depicted on the aerial photograph attached hereto as Exhibit B (the "Subject Property"). Approximately 4.3 acres of the Subject Property have been delineated as existing wetlands. The Port has proposed to construct additional wetlands on the Subject Property as mitigation for certain wetlands filling proposed by the Port at Seattle-Tacoma International Airport (the "Airport"). The Port intends to construct the wetlands and arrange for their retention as public wetlands/open space in perpetuity.

B. The Subject Property is zoned single-family residential (R-2). Auburn is willing to consider and act on: (1) an amendment of its zoning code to clarify that publicly-owned wetlands/open space is a permitted use on the Subject Property; and (2) all necessary Auburn permits to authorize construction of the wetlands on the Subject Property.

C. King County is planning to construct a recreational trail along the Green River, and the Port intends to donate to King County a portion of the Subject Property adjacent to the Green River for the trail. The portion of the Subject Property to be donated to King County consists of approximately 1.7 acres.

D. Auburn is pursuing certain infrastructure improvements in the vicinity of the Subject Property which may include, among other activities, the formation of a Local Improvement District (LID) or other financing mechanism to provide street and utility improvements in the area. The Port is willing to support Auburn's infrastructure improvements and make financial contributions to Auburn in lieu of assessment of the Subject Property pursuant to an LID or other financing mechanism. The Port is also willing to contribute towards other infrastructure improvements as specified in this Interlocal Agreement. In total, the Port will pay Auburn \$642,000 for street and utility improvements, utility system development charges, and floodplain mapping costs (as set forth in Sections 4 through 6 below), and will transfer to Auburn an excess portion of the Subject Property or its equivalent cash value (as set forth in Sections 4 and 7 below). Auburn, at its sole discretion, may utilize the funds paid under this Agreement for planning, design, right-of-way, and/or construction of any of these improvements. The timing of all cash payments and the property transfer is set forth in Section 7 below.

E. The Port's contribution to Auburn will include a donation of an excess portion of the Subject Property that will not be necessary for wetlands construction or the public trail (or its equivalent cash value). Auburn has expressed interest in this excess portion of the Subject Property for use in conjunction with its infrastructure improvements in the area.

F. Exhibit C to this Interlocal Agreement is a drawing of the Subject Property generally showing the areas of the Subject Property that are currently anticipated to be retained by the Port for wetlands, donated to King County for a trail, and transferred to Auburn.

G. The transfer of portions of the Subject Property by the Port to Auburn and King County is being undertaken in accordance with the provisions of Chapter 39.33 RCW. A public hearing with respect to these transfers was conducted on January 13, 1997, and the Port Commission authorized the transfer of portions of the Subject Property to King County and Auburn subject to certain conditions.

Agreement

1. Construction of Wetlands on Subject Property.

1.1 Auburn will initiate, consider, and act on an amendment of the Auburn zoning code to clarify that wetlands are permitted outright on the Subject Property. The Port will apply to Auburn for a grading permit and other permits and approvals required by Auburn for construction of the wetlands on the Subject Property. Auburn will review and process the zoning amendment, grading permit, and other permits and approvals in a timely, reasonable, and standard manner.

1.2 The Port will construct new wetlands on the Subject Property substantially in the manner depicted on the plan at Exhibit C. The Port may change this plan as it determines necessary to respond to regulatory agency requirements, unexpected site conditions, or other new information or changed circumstances; provided that, after issuance of an Auburn permit, any changes will be subject to Auburn's standard requirements for City approval of permit changes.

2. Designation of King County Property. In consultation with King County and Auburn, the Port will designate the portion of the Subject Property adjacent to the Green River to be donated to King County for the recreational trail (the "King County Property"). The Port and/or King County will apply to Auburn for a lot line adjustment or subdivision approval, if required by Auburn, to establish the King County Property as a separate parcel capable of being conveyed to King County. Auburn will review and process the application in a timely, reasonable, and standard manner.

3. Designation of Wetlands and Excess Area. The Port is seeking permits from appropriate regulatory agencies to authorize its proposed wetlands fill at the Airport, including a Section 404 Permit from the U.S. Army Corps of Engineers. As part of the permit process, a determination will be made as to the precise amount of wetlands area that must be constructed on the Subject Property as mitigation for the wetlands fill at the Airport. At this time, the Port has estimated the amount of wetlands mitigation area that may be required (as depicted in Exhibit C) but a final determination by applicable regulatory agencies has not yet been made. Because it is possible that the

regulatory agencies may require a greater amount of wetlands mitigation area than the Port has estimated, or a different configuration of wetlands area than currently proposed, the Port is not able to make a final determination at this time as to the amount and which portion of the Subject Property will be allocated to wetlands use and the amount and which portion of the Subject Property will be available for other use. The Port will determine the portion of the Subject Property to be designated as wetlands and wetlands buffer area (the "Wetlands Area") and the portion to be available for other use (the "Excess Area") prior to the transfer of the Excess Area to Auburn. However, the Excess Area shall not include a 20-foot-wide buffer adjacent to the existing wetland on the eastern boundary of the Excess Area. At this time, the Port estimates the amount of Excess Area to be approximately 16-20 acres.

4. City Assessments.

4.1 Port Payment in Lieu of Assessment.

Auburn is planning to construct certain infrastructure improvements in the area where the Subject Property is located which will benefit the Subject Property, including the following (the "Street and Utility Improvements"): I Street from S. 277th St. to approximately the westerly extension of the southern boundary of the Subject Property, including water and sewer conveyance systems; regional stormwater detention, water quality, and conveyance facilities to serve the north storm drainage basin as shown in Auburn's Drainage Master Plan; two additional traffic lanes on S. 277th Street from Auburn Way N. to I Street, including related traffic signals, lighting, and non-motorized trail elements; all as shown on Auburn's Comprehensive Plan or as designated in the Special Planning Area established by Ordinance No. 4912. Auburn has estimated the cost of the Street and Utility Improvements and is considering the formation of an LID or other financing mechanism to finance the construction of these improvements. Pursuant to an LID or similar financing mechanism, the costs will be apportioned on a parcel-by-parcel basis consistent with standard assessment methodology. When the Port creates wetlands on the Wetlands Area, and King County creates a recreational trail on the King County Property, these properties will not be available for payment of a fair share of the costs associated with the Street and Utility Improvements, resulting in a greater financial burden on Auburn and other property owners. Therefore, the Port will:

a. pay to Auburn the sum of Four Hundred Twenty Two Thousand Dollars (\$422,000), which Auburn will expend solely for the benefit of the Street and Utility Improvements; and

b. transfer to Auburn either (i) the Excess Area in a size not smaller than twenty acres, or (ii) if the Excess Area is smaller than twenty acres, a combination of Excess Area plus cash value of the difference between the Excess Area acreage transferred and twenty acres. If the Excess Area is smaller than sixteen acres, Auburn may, at its option, require the Port to pay Auburn the cash value of the entire twenty acres and transfer no portion of the Excess Area. If the parties agree that the Port will transfer to Auburn an Excess Area larger than twenty acres, Auburn will pay the Port the cash value of the Excess Area transferred in excess of twenty acres. The cash value of the Excess Area is hereby established as Twenty Six Thousand Nine Hundred Dollars (\$26,900) per acre. Auburn will use, trade, sell, or otherwise manage or dispose of the Excess Area, and will expend any payments of cash value of the Excess Area, solely for the benefit of the Street and Utility Improvements.

4.2 Wetlands Area and King County Property Not Subject to Assessment; Assessment on Excess Area. In consideration for the Port's payment and property transfer to Auburn, the Wetlands Area and the King County Property will not be subject to any City-imposed assessment, after the date of this Interlocal Agreement, relating to any costs of the Street and Utility Improvements including but not limited to assessments under the proposed North Auburn/I Street LID. Also, if the Port transfers the Excess Area to Auburn, Auburn will be responsible for payment of any City assessment imposed on the Excess Area after the date of this Interlocal Agreement, relating to any costs of the Street and Utility Improvements including but not limited to assessments under the proposed North Auburn/I Street LID. If the Port has paid any assessments on the Excess Area after the

date of this Interlocal Agreement and prior to the transfer of the Excess Area to Auburn, Auburn will reimburse the Port for these payments at the time the Excess Area is transferred to Auburn. "Assessment" is defined to include an LID assessment, a charge imposed on property pursuant to a latecomers agreement, or other similar assessment, charge, or fee.

4.3 Credit Against Assessment. If this Interlocal Agreement or an Auburn assessment mechanism (e.g., the North Auburn/I Street LID) is successfully challenged, resulting in an assessment being imposed on the Wetlands Area or the King County Property relating to the Street and Utility Improvements, said assessment obligation shall be reduced by the amounts previously paid by the Port and the value of the Excess Area transferred to Auburn under the terms of this Interlocal Agreement.

4.4 Refund If Funds Not Expended. All cash payments of the Port pursuant to Sections 4.1 and 7.4.2 of this Interlocal Agreement will be deposited in an interest-bearing account or otherwise invested in a manner that earns a reasonable rate of return. If Auburn does not expend the cash payments made pursuant to Sections 4.1 and 7.4.2 on the Street and Utility Improvements within 10 years of the date Auburn receives the cash payments, Auburn shall: (i) refund to the Port the cash payments made by the Port pursuant to Sections 4.1 and 7.4.2 of this Interlocal Agreement, that were not expended within the time limit, including the actual earned interest or other return on the invested funds, less two-tenths of one percent (.2%) interest which will be retained by Auburn for administrative costs; and (ii) convey back to the Port any property transferred by the Port to Auburn pursuant to this Interlocal Agreement or, at Auburn's option, refund to the Port the cash value of the property in the amount established in Section 4.1.b. In the event that all these cash payments made by the Port are refunded to the Port and all the property transferred by the Port (or its cash value) are conveyed back to the Port, the prohibition on assessments in Section 4.2 will be void and no longer in effect.

5. System Development Charges.

5.1 Port Payment in Lieu of System Development Charges. Auburn has incurred and will incur certain costs to develop its sanitary and storm sewer utility systems for certain service areas containing the Subject Property. Auburn seeks to recover portions of these costs from owners of property using these sanitary and storm utility systems (referred to herein as "System Development Charges"). In lieu of paying System Development Charges with regard to the Wetlands Area and King County Property, the Port will pay to Auburn the sum of One Hundred Eighty Thousand Dollars (\$180,000), not subject to refund except under conditions set forth in Section 5.3 of this Interlocal Agreement.

5.2 Wetlands Area and King County Property Not Subject to System Development Charges. In consideration for the Port's payment to Auburn, the Wetlands Area and the King County Property will not be subject to any System Development Charges after the date of this Interlocal Agreement. Also, if the Port transfers the Excess Area to Auburn, Auburn will be responsible for payment of any System Development Charges imposed on the Excess Area after the date of this Interlocal Agreement. If the Port has paid any System Development Charges on the Excess Area after the date of this agreement and prior to the transfer of the Excess Area to Auburn, Auburn will reimburse the Port for these payments at the time the Excess Area is transferred to Auburn.

5.3 Credit Against Charge. If a legal challenge is filed regarding this Interlocal Agreement, a System Development Charge, or otherwise, which results in a System Development Charge being imposed on the Wetlands Area or the King County Property, the Port (and King County, in the case of the King County Property) shall receive a credit against the System Development Charge in an amount equal to the payment made by the Port in lieu of System Development Charge.

6. Floodplain Change. As a result of the Port's construction of wetlands, a part of the Wetlands Area will be lowered in elevation and will become an extension of the 100-year floodplain located northwest of the Subject Property. The Port will construct (or, if mutually agreed by Auburn and the Port, pay to Auburn the costs of construction and Auburn will construct) a channel between the Wetlands Area and the south side of S. 277th St. The channel will be constructed approximately in one of the alternate locations depicted in the drawing at Exhibit D (or as otherwise mutually agreed by Auburn and the Port), it will be approximately 1,000 feet in length, it will be of sufficient width and depth to adequately convey floodwaters between the Wetlands Area and the existing floodplain, and it may include an access road in or adjacent to it. If requested by the Port, Auburn will assist the Port in acquiring, at the Port's expense, a permanent easement across the property north of the Subject Property sufficient to permit the Port to (i) construct the channel and (ii) maintain the channel in perpetuity. Following additional work to connect the Port-constructed channel to the floodplain, Auburn will seek from the Federal Emergency Management Agency and other appropriate entities an amendment of official floodplain maps to reflect this change. The Port will pay to Auburn the sum of Forty Thousand Dollars (\$40,000) for the costs of preparing and processing this map amendment.

7. Timing of Payments and Property Transfer. This section governs the timing of all cash payments and the property transfer under this Interlocal Agreement including the payment and property transfer for the Street and Utility Improvements under Section 4 above, the system development charges under Section 5 above, and the floodplain mapping costs in Section 6 above.

7.1 Initial Payment. Within thirty (30) days following execution of this Interlocal Agreement by both parties, the Port will pay to Auburn the sum of One Hundred Thousand Dollars (\$100,000).

7.2 Lot Line Adjustment or Subdivision for Excess Area. The Port will apply to Auburn for a lot line adjustment or subdivision approval, if required by Auburn, to establish the Excess Area as a separate parcel capable of being conveyed to Auburn. Auburn will review and process the application in a timely, reasonable, and standard manner.

7.3 Remaining Cash Payments. The Port will make the remaining cash payments due under this Agreement as follows:

a. The Port shall pay to Auburn the sum of One Hundred Forty Two Thousand Dollars (\$142,000) within thirty (30) days following the Port's determination that Auburn has amended the zoning code to clarify that wetlands construction is a permitted use on the Subject Property and Auburn has issued all necessary permits for the proposed wetlands construction on the Subject Property.

b. The Port shall pay to Auburn the sum of Four Hundred Thousand Dollars (\$400,000) within thirty (30) days after the earlier of:

(i) the Port's determination that Auburn has amended the zoning code to clarify that wetlands construction is a permitted use on the Subject Property and Auburn has issued all necessary permits for the proposed wetlands construction on the Subject Property, and all applicable time periods for appealing the code amendment and permits have elapsed and either no appeal was filed or, if an appeal was filed, the appeal has been successfully concluded; or

(ii) four years have elapsed since the execution of this Interlocal Agreement and construction contracts for the Street and Utility Improvements have been executed; provided that, if construction contracts for the Street and Utility Improvements are executed within four years of execution of this Interlocal Agreement, the Port shall either (a) pay the \$400,000 to Auburn when the construction contracts are executed or (b) pay to Auburn one-half the reasonable costs of borrowing \$400,000 for the period of time between execution of the construction contracts and the date four years after execution of this Interlocal Agreement.

7.4 Property Transfer

7.4.1 Timing of Property Transfer. The Port will transfer the Excess Area to Auburn in accordance with the transfer procedure of Section 11 below within 30 days after: (i) the Port's determination that all necessary permits have been issued for the proposed wetlands fill at the Airport and for the wetlands construction on the Subject Property, and all applicable time periods for appealing the permits have elapsed and either no appeal was filed or, if an appeal was filed, the appeal has been successfully concluded; and (ii) any necessary lot line adjustment or subdivision approval has been granted that establishes the Excess Area as a separate parcel capable of being conveyed; and (iii) the U.S. Army Corps of Engineers, Seattle District, has determined that construction of the wetlands on the Wetlands Area is complete (or, if earlier, the Port's determination that the Excess Area is no longer required as a staging area for construction of the wetlands on the Wetlands Area).

7.4.2 City May Require Cash Instead of Property. Due to the timing of infrastructure improvements in the area, Auburn will need to know, by a certain time, the size and configuration of the Excess Area to be transferred to Auburn. If the Port is not able to make a determination of the size and configuration of the Excess Area by that time, Auburn may choose to receive a cash payment instead of the property in order to keep its infrastructure improvements on schedule. Accordingly, if the Port has not transferred the Excess Area to Auburn by October 1, 1998, Auburn may require that the Port pay the cash value of twenty acres of Excess Area instead of transferring the Excess Area to Auburn. If Auburn determines that it is necessary to accept cash instead of property pursuant to this section, it will notify the Port in writing of its determination. The Port will then have thirty (30) days to notify Auburn in writing that it will transfer the Excess Area to Auburn as soon as the transfer procedures of Section 11 of this Interlocal Agreement are completed and that it will proceed to complete the transfer procedures of Section 11 immediately and in an expedited manner. If the Port does not provide such notice to Auburn, the Port shall pay to Auburn the cash value of twenty acres of Excess Area as follows: the Port shall pay 25% of the cash value as soon as the conditions of Section 7.3.a have been satisfied; and the Port shall pay the remaining 75% of the cash value as soon as the conditions of Section 7.3.b have been satisfied. If the

provisions of Section 7.3.b (ii) (b) are invoked, the borrowing costs shall include the costs of borrowing 75% of the cash value of the Excess Area.

8. Costs of Defending Against Appeal or Legal Action.

If an appeal is filed challenging the zoning code amendment or permits relating to construction of the wetlands on the Subject Property, or if a legal action is brought challenging the validity of this Interlocal Agreement, the Port will pay the attorneys fees and costs (including the costs of retaining consultants and expert witnesses) reasonably incurred by Auburn in defending against the appeal or legal action.

9. Easement for Wetlands Construction and Irrigation Water Line. Following transfer of the Excess Area to Auburn, the Port may need temporary access on and across the Excess Area to construct the wetlands on the Wetlands Area and to construct and maintain a temporary water line to the Wetlands Area. At the time of transfer of the Excess Area to Auburn, the Port may retain: (i) a temporary construction easement over the Excess Area for access and utilities for constructing the wetlands in the Wetlands Area; and (ii) a temporary easement on and across the Excess Area for a water line to the Wetlands Area for irrigating the wetlands vegetation during the initial growing seasons following planting.

The easements shall be substantially in the form attached as Exhibit E to this Interlocal Agreement.

10. Water Supply for Wetlands Area. Depending on the amount of rainfall, it may be necessary for the Port to irrigate the Wetlands Area during the initial growing seasons following planting (currently estimated to be three years). Auburn will provide water service to the Wetlands Area at a peak flow rate (e.g. gallons per minute), quantity (e.g. acre-feet per year), and during times that the Port reasonably determines is necessary for irrigating the Wetlands Area, not to exceed 275 gallons per minute and 4,000 cubic feet per year. The Port will pay Auburn's usual and customary fees and charges for the temporary water service.

11. Procedure for Transfer of Property to Auburn. The conveyance of the Excess Area to Auburn shall be accomplished in accordance with the following provisions.

11.1 Deed/Title. The conveyance shall be by Special Warranty Deed, subject to easements, encumbrances and

restrictions of record. The Port will satisfy or cause the removal of any financial liens or encumbrances on the Excess Area, except (i) taxes, which shall be prorated at closing, (ii) surface water management charges, assessments and similar governmental or utility liens, imposed by governmental entities other than Auburn or imposed by Auburn prior to the date of this Interlocal Agreement, which shall be prorated at closing, and (iii) assessments imposed by Auburn after the date of this Interlocal Agreement which will be paid by Auburn as provided above. The conveyance shall be free and clear of tenancies or parties in possession. If Auburn desires title insurance, Auburn shall be responsible for ordering and paying any premiums associated with title insurance coverage.

11.2 Review and Disclaimer. At least 30 days prior to the date of the conveyance, the Port will give to Auburn written notice of the proposed conveyance and the scheduled date of closing. During such 30-day period, Auburn shall have the right to inspect the property to be conveyed, the condition of title, and similar matters to confirm that Auburn desires to accept the conveyance. In the event Auburn elects not to accept the conveyance, Auburn shall so notify the Port within the 30-day period, in which event the obligation of the Port to convey the property offered to Auburn shall terminate. The failure of Auburn to give notice of non-approval within the 30-day period shall constitute Auburn's approval of the conveyance. Auburn's decision not to accept a conveyance shall not terminate this Interlocal Agreement as it applies to the remainder of the Subject Property and shall not impair or reduce the rights of the Port hereunder.

11.3 Closing Costs. Escrow fees, recording fees and similar closing costs (if any) shall be divided equally between Auburn and the Port. The Port shall be responsible for any real estate excise tax on the conveyance. Each party shall bear its own attorneys' and consultants' fees and costs.

11.4 Other Documents. Each party agrees to sign such other agreements and documents as may be reasonably required to complete the conveyance as provided herein including, to the extent appropriate, FIRPTA Certificates, excise tax affidavits, easements as required under this Interlocal Agreement, and similar documents.

12. Waiver of Reimbursement Claim. The Port acknowledges and agrees that its payments and property transfer to Auburn under this Interlocal Agreement are voluntarily made. The Port hereby waives any right it may have to later seek reimbursement from Auburn for these payments or property transfer.

13. Assignment/Pledge of Interlocal Agreement. Auburn may assign its rights under this agreement, or pledge this agreement as security, if necessary to borrow funds for the construction of the Street and Utility Improvements.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement as of the day first above mentioned.

CITY OF AUBURN

PORT OF SEATTLE

By: Charles A. Booth
Charles A. Booth
Mayor

By: Gary Grant
Pres., Port Commission

Date: Jan 21, 1998

Date: March 18, 1998

ATTEST: Danielle E. Daskam
By: Danielle E. Daskam
Danielle E. Daskam
City Clerk

By: J. S. Blunk
Sect., Port Commission

Date: Jan 21, 1998

Date: March 18, 1998

APPROVED AS TO FORM:

Michael J. Reynolds
MICHAEL J. REYNOLDS
CITY ATTORNEY

Date: 1/17/98

EXHIBITS

- A. Legal Description of Subject Property
- B. Aerial Photograph of Subject Property
- C. Drawing of Subject Property Showing Wetlands Area, King County Property, and Excess Area
- D. Drawing of Channel
- E. Form of Easement for Wetlands Construction and Irrigation Water Line

SHORT FLAT CERTIFICATE
SCHEDULE A

(Continued)

LEGAL DESCRIPTION

THAT PORTION OF THE GEORGE E. KING DONATION LAND CLAIM NUMBER 40, IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" X 6" SANDSTONE MONUMENT MARKING THE SOUTHWEST CORNER OF THE R. H. BEATTY DONATION LAND CLAIMS NUMBERS 37 AND 44; THENCE SOUTH 89°00'01" EAST ALONG THE SOUTH LINE OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTH LINE OF THE W. A. COX DONATION LAND CLAIM NUMBER 38 A DISTANCE OF 2,643.18 FEET TO A 2" DIAMETER CONCRETE-FILLED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°00'01" EAST, 2,255.93 FEET TO A POINT ON A LINE ESTABLISHED BY BOUNDARY LINE AGREEMENT RECORDED UNDER RECORDING NUMBER 8110150749; THENCE SOUTHERLY ALONG SAID BOUNDARY LINE TO A MONUMENT MARKED NO. 2 L.S. 11191, AS DESCRIBED IN BOUNDARY LINE AGREEMENT RECORDED UNDER RECORDING NUMBER 7912170640; THENCE NORTH 88°48'40" WEST ALONG AN EXISTING OLD WOOD AND WIRE FENCE REFERRED TO IN SAID BOUNDARY LINE AGREEMENT A DISTANCE OF 2,676.50 FEET TO A CONCRETE MONUMENT MARKED NO. 1-LS 11191 ON THE WEST LINE OF THE G. E. KING DONATION LAND CLAIM NUMBER 40; THENCE NORTH 00°52'46" EAST ALONG SAID WEST LINE, 80.25 FEET TO A 2" DIAMETER PLOGGED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM NUMBER 38; THENCE NORTH 01°48'09" EAST, ALONG SAID EAST LINE OF THE W. A. COX DONATION LAND CLAIM AND SAID WEST LINE OF THE G. E. KING DONATION LAND CLAIM, 2,648.25 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THEREFROM THAT PART LYING WITHIN SOUTH 277TH STREET, IF ANY; ALSO

EXCEPT THAT PORTION OF THE GEORGE E. KING DONATION LAND CLAIM NUMBER 40, IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" X 6" SANDSTONE MONUMENT MARKING THE SOUTHWEST CORNER OF THE R. H. BEATTY DONATION LAND CLAIMS NUMBERS 37 AND 44; THENCE SOUTH 89°00'01" EAST ALONG THE SOUTH LINE OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTH LINE OF THE W. A. COX DONATION LAND CLAIM NUMBER 38, A DISTANCE OF 2,643.18 FEET TO A 2" DIAMETER CONCRETE-FILLED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID BEATTY DONATION LAND CLAIM AND THE NORTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°00'01" EAST, A DISTANCE OF 638.43 FEET; THENCE SOUTH 01°48'09" WEST, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID W. A. COX DONATION LAND CLAIM, A DISTANCE OF 2,730.61 FEET TO A POINT ON THE BOUNDARY LINE ESTABLISHED BY AGREEMENT RECORDED UNDER RECORDING NUMBER 7912170640; THENCE NORTH 88°48'40" WEST A DISTANCE OF 637.11 FEET TO A CONCRETE MONUMENT MARKED NO. 1 - LS 11191 ON THE WEST LINE OF SAID G. E. KING DONATION LAND CLAIM; THENCE NORTH 00°52'46" EAST, ALONG SAID WEST LINE, A DISTANCE OF 80.25 FEET TO A 2" DIAMETER PLOGGED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM NUMBER 38; THENCE NORTH 01°48'09" EAST, ALONG SAID EAST LINE OF THE W. A. COX DONATION LAND

SEE NEXT PAGE

SCHEDULE A

(Continued)

LEGAL DESCRIPTION

CLAIM AND SAID WEST LINE OF THE G. E. KING DONATION LAND CLAIM, A DISTANCE OF 2,648.25 FEET TO THE TRUE POINT OF BEGINNING; ALSO

EXCEPT THAT PORTION OF THE GEORGE E. KING DONATION LAND CLAIM NUMBER 40 IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" X 6" SANDSTONE MONUMENT MARKING THE SOUTHWEST CORNER OF THE R. H. BEATTY DONATION LAND CLAIMS NUMBERS 37 AND 44;

THENCE SOUTH 89°00'01" EAST, ALONG THE SOUTH LINE OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTH LINE OF THE W. A. COX DONATION LAND CLAIM NUMBER 38 A DISTANCE OF 2,643.18 FEET TO A 2" DIAMETER CONCRETE-FILLED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM;

THENCE CONTINUING SOUTH 89°00'01" EAST 638.43 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°00'01" EAST 1,617.39 FEET TO A POINT ON A LINE ESTABLISHED BY BOUNDARY LINE AGREEMENT RECORDED UNDER RECORDING NUMBER 8110150749;

THENCE ALONG SAID LINE SOUTH 46°26'33" EAST 103.45 FEET;

THENCE SOUTH 34°19'49" EAST 211.01 FEET;

THENCE SOUTH 09°48'39" WEST 412.45 FEET;

THENCE SOUTH 01°43'38" EAST 263.60 FEET;

THENCE SOUTH 06°38'47" WEST 208.18 FEET;

THENCE NORTH 88°49'05" WEST 503.22 FEET;

THENCE NORTH 19°30'00" EAST 110.98 FEET;

THENCE NORTH 88°49'05" WEST 1,283.52 FEET;

THENCE NORTH 01°48'33" EAST ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID COX DONATION LAND CLAIM 1,008.50 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE SOUTH 60 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE GEORGE E. KING DONATION LAND CLAIM NUMBER 40, IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A 6" X 6" SANDSTONE MONUMENT MARKING THE SOUTHWEST CORNER OF THE R. H. BEATTY DONATION LAND CLAIMS NUMBERS 37 AND 44; THENCE SOUTH 89°00'01" EAST ALONG THE SOUTH LINE OF SAID R. H. BEATTY DONATION LAND CLAIM AND THE NORTH LINE OF THE W. A. COX DONATION LAND CLAIM NUMBER 38, A DISTANCE OF 2,643.18 FEET TO A 2" DIAMETER CONCRETE-FILLED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID BEATTY DONATION LAND CLAIM AND THE NORTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°00'01" EAST, A DISTANCE OF 638.43 FEET; THENCE SOUTH 01°48'09" WEST, ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID W. A. COX DONATION LAND CLAIM, A DISTANCE OF 2,730.61 FEET TO A POINT ON THE BOUNDARY LINE ESTABLISHED BY AGREEMENT RECORDED UNDER RECORDING NUMBER 7912170640; THENCE NORTH 88°48'40" WEST

SCHEDULE A

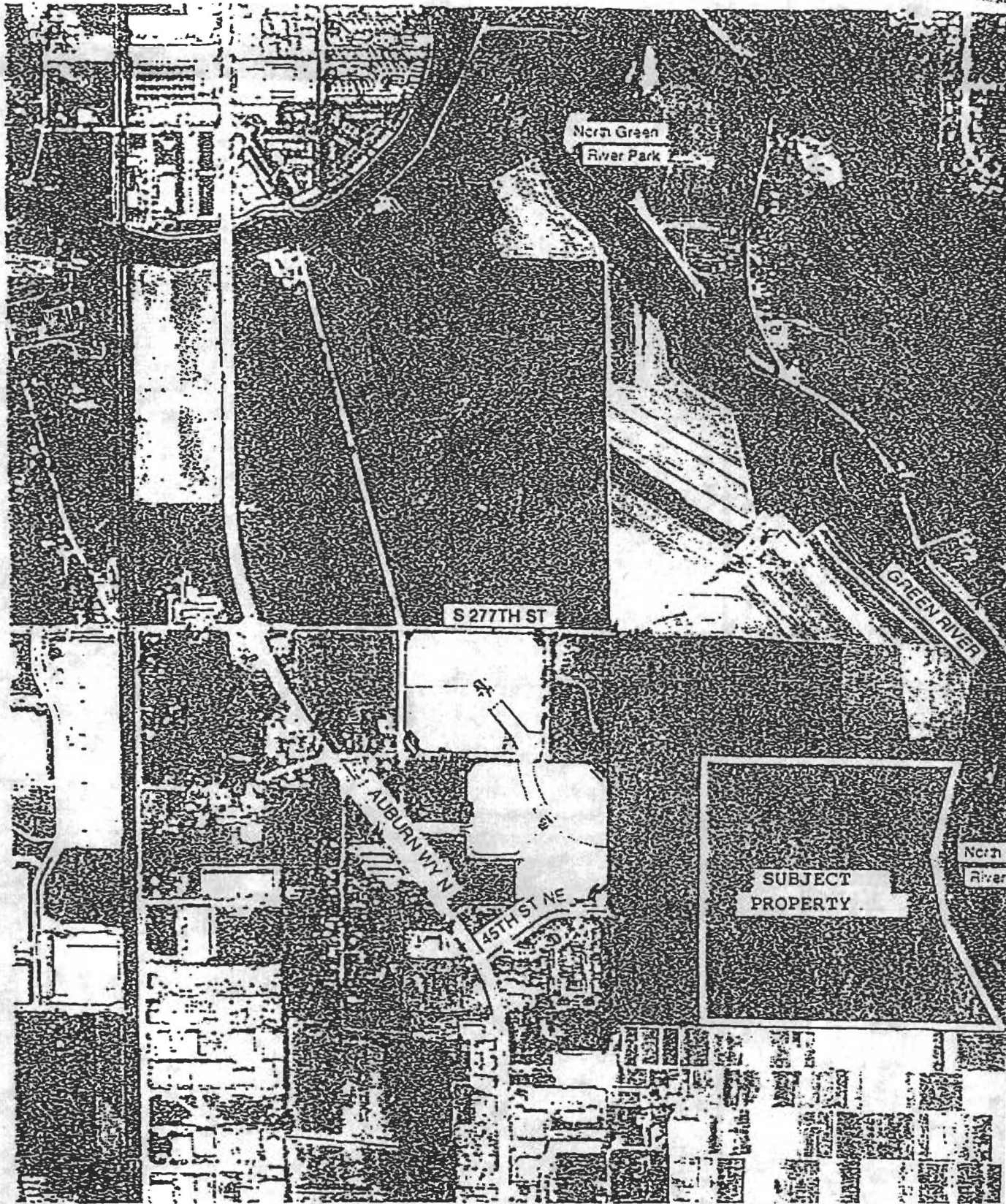
(Continued)

LEGAL DESCRIPTION

A DISTANCE OF 637.11 FEET TO A CONCRETE MONUMENT MARKED NO. 1 - LS 11191 ON THE WEST LINE OF SAID G. E. KING DONATION LAND CLAIM; THENCE NORTH $00^{\circ}52'46''$ EAST, ALONG SAID WEST LINE, A DISTANCE OF 80.25 FEET TO A 2" DIAMETER PLUGGED IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID W. A. COX DONATION LAND CLAIM NUMBER 38; THENCE NORTH $01^{\circ}48'09''$ EAST, ALONG SAID EAST LINE OF THE W. A. COX DONATION LAND CLAIM AND SAID WEST LINE OF THE G. E. KING DONATION LAND CLAIM, A DISTANCE OF 2,648.25 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID EASEMENT, IF ANY, LYING WITHIN SOUTH 277TH STREET, ALSO

EXCEPT THOSE PORTIONS OF SAID EASEMENT LYING WITHIN "I" STREET AS CONVEYED TO THE CITY OF AUBURN BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 8911280990.



Source: Parametrix 1995

See also Aerial Nature Resource Map dated 05/29/2002 at 11:35

APPROXIMATE
SCALE IN FEET

0 500 1000

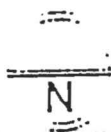
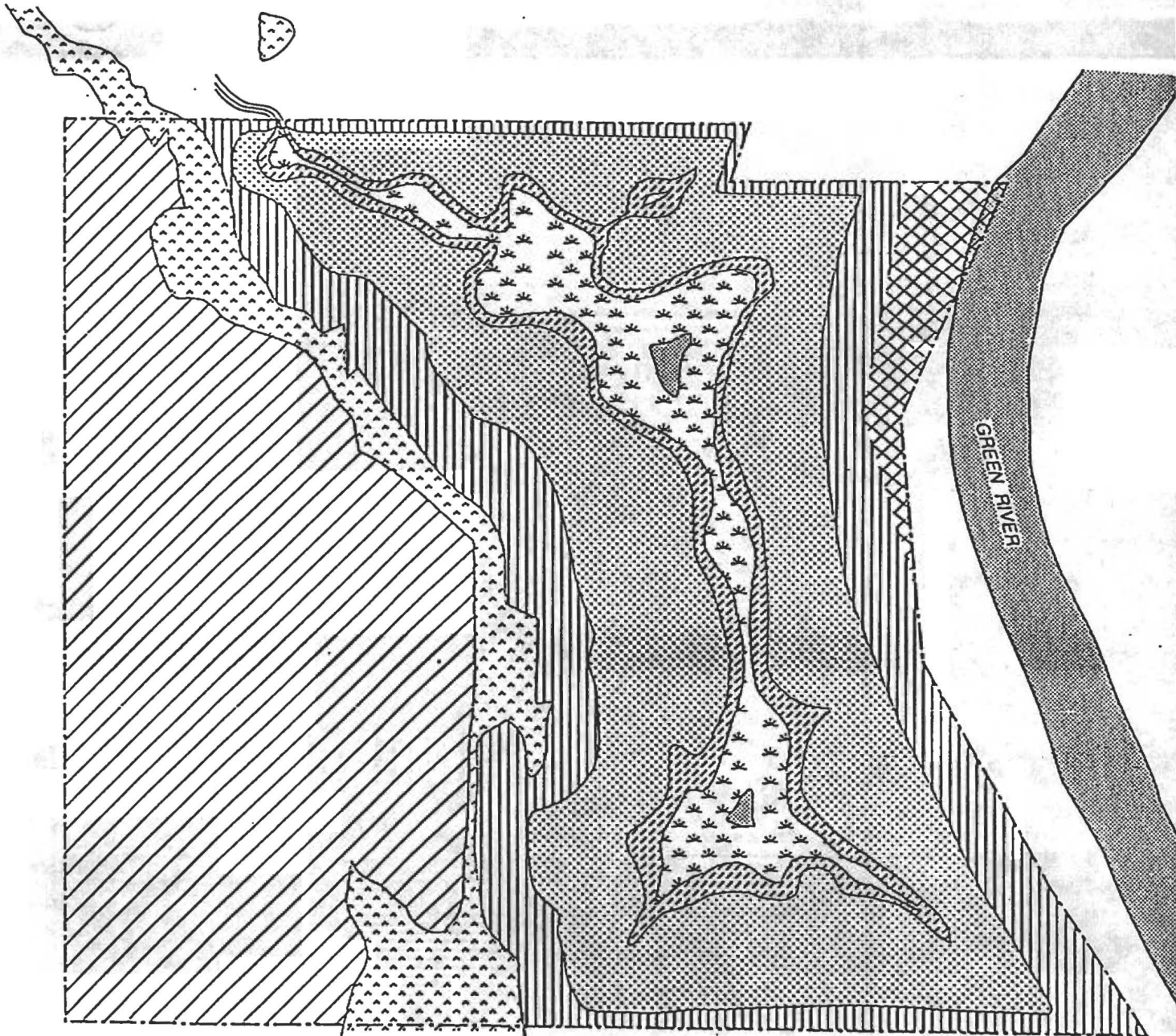


EXHIBIT B



Part of Seattle MP:V55-2912-01(03) 8/97

Excess Area



Wetlands Area

- Existing Wetlands
- Forested Wetland
- Shrub Wetland
- Emergent Wetland
- Open Water/Wetland
- Buffer

King County Property



APPROXIMATE
SCALE IN FEET

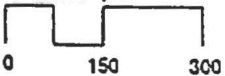
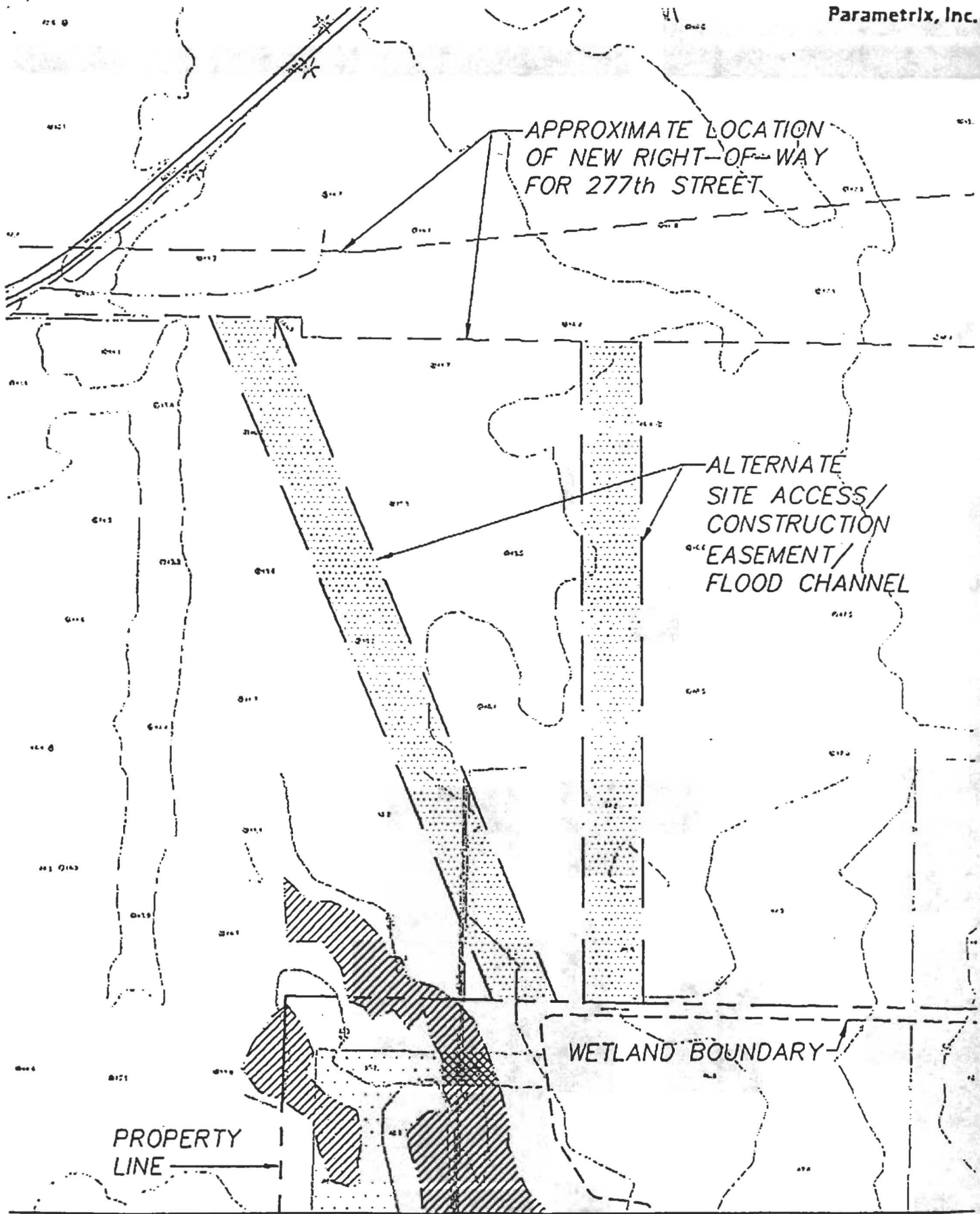


EXHIBIT C



APPROXIMATE LOCATION
OF NEW RIGHT-OF-WAY
FOR 277th STREET

ALTERNATE
SITE ACCESS/
CONSTRUCTION
EASEMENT/
FLOOD CHANNEL

WETLAND BOUNDARY

PROPERTY
LINE

PRE: FOI
DATE 12/17/37

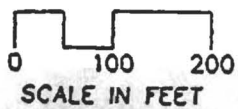


Exhibit D
Flood Channel
Alternatives

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

FOSTER PEPPER & SHEFELMAN PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101
Attn: Thomas M. Walsh

DECLARATION OF EASEMENT FOR WATER LINE AND ACCESS
(Port of Seattle)

Grantor: Port of Seattle, a Washington municipal corporation
Grantee: Port of Seattle, a Washington municipal corporation
Legal Description: _____
Official legal description on Exhibit A

Assessor's Tax Parcel ID#: _____

Reference # (If applicable): N/A

This DECLARATION OF EASEMENT FOR WATER LINE AND ACCESS (the "Easement") is made and declared as of this ____ day of _____, 1997, by the Port of Seattle, a Washington municipal (the "Port").

RECITALS:

A. The Port is the owner of that certain real property located in King County, Washington and legally described on Exhibit A attached hereto and by this reference incorporated herein (the "Port Property").

B. Concurrently herewith, the Port is conveying to the City of Auburn, a municipal corporation of King County (the "City"), that certain portion of the Port Property described on Exhibit B attached hereto and by this reference incorporated herein (the "Auburn Property"). The portion of the Port Property retained by the Port is referred to herein as the "Retained Port Property."

C. In connection with the conveyance to the City of the Auburn Property, the Port is reserving unto itself and its successors and assigns an easement to provide access to

and the ability to construct, use, and maintain a water line across the Auburn Property for the benefit of the Retained Port Property.

NOW THEREFORE, the Port declares and establishes as follows:

1. Reservation of Easement. The Port hereby reserves for the benefit of the Retained Port Property, a non-exclusive easement over, under, upon and across that portion of the Auburn Property more specifically described on Exhibit C attached hereto and by this reference made a part hereof (the "Easement Area"), for the construction, replacement, repair, maintenance, use and operation of a water line and any and all necessary improvements for reasonable use and access to said water line.
2. Access. The Port hereby reserves for the benefit of the Retained Port Property, a non-exclusive easement over, upon, and across the Easement Area for access to the Retained Port Property.
3. Construction and Repairs. The Port shall pay all costs and expenses necessary to construct, operate, and maintain the Easement Area to provide access to the Retained Port Property and to install and maintain the water line therein, and shall comply with all applicable governmental laws applicable to the use and operation of the water line.
4. Indemnification. The Port hereby releases, indemnifies and promises to defend and save harmless the City from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by the City in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of the Port in the exercise of the rights reserved herein; provided, however this paragraph does not purport to indemnify the City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the intentional acts or sole negligence of the City, or its agents or employees.
5. Binding Effect. The covenants and obligations contained in this Easement are not personal, but shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, transferees or successors in interest.
6. Amendment. This Easement may not be modified, amended or terminated without the prior written approval of the then owner of the property who is benefited or burdened by the provisions of any amendment to this Easement.
7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the state of Washington.

EXECUTED AND EFFECTIVE as of the date first written above.

PORT OF SEATTLE, a Washington municipal
corporation

By: _____
Its: _____

Accepted and Approved By:

CITY OF AUBURN, a Washington
municipal corporation of King County

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the Port of Seattle, a Washington municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 1997.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
 is the person who appeared before me, and said person acknowledged that said person signed
 this instrument, on oath stated that said person was authorized to execute the instrument and
 acknowledged it as the _____ of the City of Auburn, a
 Washington municipal corporation of King County, to be the free and voluntary act of such
 corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 1997.

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
 residing at _____

My appointment expires _____

Enter a Voucher ID and press **INQUIRE**

Invoices for 0000102358

not scanned

Invoice	Voucher ID	Date	Amount	Paid	Date	Check #
*01/18/04	01412030	01-08-04	803500.00	803500.00	01-13-04	634687
*09/24/03	01396939	09-24-03	75.00	75.00	09-30-03	628168
*10/15/03	01399650	10-15-03	50.00	50.00	10-17-03	629332
*11/02	01360349	11-14-02	23.56	23.56	01-03-03	611226
*11/14/03	01403415 ✓	11-14-03	150000.00	150000.00	11-19-03	631085
*12/10/03	01407017 ✓	12-10-03	276500.00	276500.00	12-12-03	632341
-11/24/03	01404672 ✓	11-24-03	18845.75	18845.75	11-25-03	631585
			1248994.31	1248994.31		

Auburn wetland mitigation 100052

TELEPHONE SERVICES	2130.00
DESKTOP & GLOBE COMPUTERS	2800.00
TELEPHONE SERVICES	2130.00
DESKTOP & GLOBE COMPUTERS	2800.00



Report ID: APY1011

PeopleSoft Accounts Payable
CONTROL GROUP REGISTER

Page No. 2
Run Date 18.Nov.2003
Run Time 8:44 AM

Business Unit: POS
Control Group: 005913

Voucher Header Information

Bus Unit	Entered Dt	Voucher ID	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Remit Vendor ID	Origin	Operator	Entry Stat	Acctg Dt	Post Stat
POS	14.Nov.2003	01403415	*11/14/03	14.Nov.2003	0000102358	CITY OF AUBURN	0000102358	ONL	TXE	P	14.Nov.2003	P

Dist Cntrl ID	Gross Amt	Discount Amt	Use Tax	Sales Tax	Freight Amt	Net Due Dt	Discnt Due Dt
APSTANDARD	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	15.Nov.2003	

Pymnt Trms	Currency	Rate Type	Exchange Rate
POB	USD	CRANT	1.0000000

Voucher Line Information

Line #	Description	PO	Line	Merch Amt	Inv Item 1	Unit Price	Prorate	S	U	F	1099	Disc A
1	RIGHT OF WAY PERMIT			\$150,000.00	0000020004			Y	Y	Y	N	Y

Distribution Line Information

Line #	Account	Fund	Org	Program	Subclass	BY	Project ID	Activity ID	Res Type	Res Cat	Merch Amt	Tax Amt	Use Tax	Freight	Monetary Amt
1	14010	03040	4550		0001	2003	100052	COSTS	ADMIN	PERMT	\$150,000.00	0.00	0.00	0.00	150,000.00

End of Report

REQUEST FOR CHECK

Check #

513349

PREPARE A CHECK PAYABLE TO:			
City of Auburn			
ADDRESS:	CITY:	STATE:	ZIP CODE:
25 West Main	Auburn	WA	98092-4998

DESCRIPTION						Invoice Amount
Right of Way Permit						\$150,000
ACCOUNT	FUND	ORG	PROGRAM	SUB CLASS	BUDGET YEAR	
14010	03040	4550		0001	2003	
PROJECT	PC UNIT	ACTIVITY		RES. TYPE	RES. CATEGORY	
100052	POS	COSTS		ADMIN	PERMT	
CUSTOMER # 0000102358					TOTAL AMOUNT	\$150,000.00

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against THE PORT OF SEATTLE, and that I am authorized to authenticate and certify to said claim.

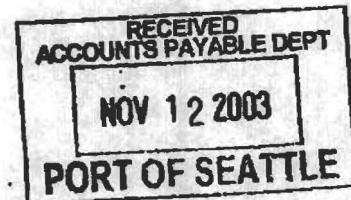
Mall Out: <u>N</u>	Deliver To: <u>Will pick up</u>	Phone No.: <u>988-5585</u>
Date Required: <u>11/14/03</u>	Approved By: (sign) <u><i>Eileen Francisco</i></u>	
Prepared By: <u>MICHELLE POIRIER</u>	Approved By: (type) <u>EILEEN FRANCISCO</u>	
Department: <u>AV/PMG</u>	Title: <u>COST CONTROL MANAGER</u>	
Date Prepared: <u>11/11/03</u>	Date Approved: <u>11/11/03</u>	

To the best of my knowledge the item(s) for purchase are Year 2000 compliant or contain no date sensitive technology.

A-47 Rev. 07/02

Distribution: Two copies to Accounts Payable - One copy retain in department file

CheckReq#: 513349



Poirier, Michelle

From: Wessels, Ralph
Sent: Tuesday, November 11, 2003 8:56 AM
To: Poirier, Michelle
Subject: FW: Flood Channel Culvert Estimate - Final \$

Michelle,

Please obtain a check in the amount of \$150,000 to be paid to the City of Auburn. The payment is for the cost of a culvert where the Port will construct a flood channel across City right-of-way. The Port's obligation to pay for the culvert is a condition of a ROW Use Permit for the Auburn Wetland Mitigation project, PN 100052.

The Port and City entered into an Interlocal Agreement (ILA) in 1998. Condition 1.1 of the ILA requires the Port to apply for grading and other permits from the City. Isabel Safora has reviewed the ILA and confirmed that payments to the City of Auburn for permits for the wetland mitigation project was part of the authorization by the Port Commission when they approved the ILA. Accordingly, the \$150,000 payment for the culvert as part of the permit process has Commission approval.

Ralph Wessels

-----Original Message-----

From: William Helbig (mailto:whelbig@ci.auburn.wa.us)
Sent: Monday, November 10, 2003 2:50 PM
To: Wessels, Ralph
Cc: Dennis Selle
Subject: Flood Channel Culvert Estimate - Final \$

Ralph -

Per our conversation regarding the estimates for the flood channel culvert, I have presented the \$150,000 value we agreed upon to Dennis Selle (Auburn City Engineer). He agrees with our valuation and will proceed with the ROW Permit using this value.

If you have any additional questions, or need more information, please do not hesitate to contact me.

Bill Helbig, P.E.
Project Engineer
City of Auburn Department of Public Works
25 West Main
Auburn, WA 98001
Direct: 253.288.3142
Fax: 253.931.3053
Email: whelbig@ci.auburn.wa.us



Business Unit POS
Control Group 005995

Voucher Header Information

Bus Unit	Entered Dt	Voucher ID	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Remit Vendor ID	Orign	Operator	Entry Stat	Acctg Dt	Post Stat
POS	11 Dec 2003	01407017	*12/10/03	10 Dec 2003	0000102358	CITY OF AUBURN	0000102358	ONL	TXE	P	11 Dec 2003	P

Dist Cntrl ID	Gross Amt	Discount Amt	Use Tax	Sales Tax	Freight Amt	Net Due Dt	Discnt Due Dt
APSTANDARD	\$276 500 00	\$0 00	\$0 00	\$0 00	\$0 00	11 Dec 2003	

Pymnt Trms	Currency	Rate Type	Exchange Rate
POR	USD	CRRNT	1 0000000

Voucher Line Information

Line #	Description	PO	Line	Merch Amt	Inv Item I	Unit Pnce	Prorate	S	U	F	1099	Disc A
1	AUBURN MITIGATION WETLAND PRJ			\$276,500 00				Y	Y	Y	N	Y

Distribution Line Information

Line #	Account	Fund	Org	Program	Subclass	BY	Project ID	Activity ID	Res Type	Res Cat	Merch Amt	Tax Amt	Use Tax	Freight	Monetary Amt
1	14010	03040	4550		0001	2003	100052	COSTS	ADMIN	PERMT	\$276,500 00	0 00	0 00	0 00	276,500 00

PREPARE A CHECK PAYABLE TO			
City of Auburn		102358	
ADDRESS	CITY	STATE	ZIP CODE
25 West Main	Auburn	WA	98092-4998

DESCRIPTION						Invoice Amount
Auburn Mitigation Wetland Project						\$276,500.00
ACCOUNT	FUND	ORG	PROGRAM	SUB CLASS	BUDGET YEAR	
14010	03040	4550		0001	2003	
PROJECT	PC UNIT	ACTIVITY		RES TYPE	RES CATEGORY	
100052	POS	COSTS		ADMIN	PERMT	
CUSTOMER # 0000102358					TOTAL AMOUNT	\$276,500.00

CERTIFICATION I the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against THE PORT OF SEATTLE, and that I am authorized to authenticate and certify to said claim.

Mail Out	<u>N</u>	Deliver To	<u>Will pick up</u>	Phone No	<u>988-5585</u>
Date Required	<u>12-12-03</u>	Approved By (sign)	<u><i>Eileen Francisco</i></u>	Approved By (type)	<u>EILEEN FRANCISCO</u>
Prepared By	<u>MICHELLE POIRIER</u>	Title	<u>COST CONTROL MANAGER</u>	Date Approved	<u>12/10/03</u>
Department	<u>AV/PMG</u>				

To the best of my knowledge the item(s) for purchase are Year 2000 compliant or contain no data sensitive technology.

A-47 Rev 07/02

Distribution Two copies to Accounts Payable - One copy retain in department file

CheckReq# 513389



Poirier, Michelle

From: Wessels, Ralph
Sent: Wednesday, December 10, 2003 9:08 AM
To: Poirier, Michelle
Subject: Check Needed for Auburn Payment

Michelle,

Please obtain a check in the amount of \$276,500 for payments specified in the 1998 Interlocal Agreement (ILA) between the Port of Seattle and the City of Auburn for the Port's Auburn Wetland Mitigation project. The payment should be charged to Project Number 100052. This payment to the City includes the following:

1. \$142,000 payment to be made within 30 days following the issuance of all permits and the Port's determination that the zoning code has been amended per Section 7.3.a of the ILA. The Port received the remaining permits for the project on November 26, 2003. The zoning code was amended in 1998 with an update to the Comprehensive Zoning Map in 2002.
2. \$134,500 payment for the Excess Property, which is twenty-five percent of the established cash value of \$538,000 for the Excess property that was to be provided to the City but is no longer available per Section 7.4.2 of the ILA.

Let me know if you have any question on this or need additional info.

Ralph



Report ID: APY1011

PeopleSoft Accounts Payable
CONTROL GROUP REGISTER

Page No. 43
Run Date 25-Nov-2003
Run Time 3:20 PM

Business Unit POS
Control Group 005932

Voucher Header Information

Bus Unit	Entered Dt	Voucher ID	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Remit Vendor ID	Orign	Operator	Entry Stat	Acctg Dt	Post Stat
POS	24 Nov 2003	01404672	-11/24/03	24 Nov 2003	0000102358	CITY OF AUBURN	0000102358	ONL	TXE	P	24 Nov 2003	P

Dist Cntrl ID	Gross Amt	Discount Amt	Use Tax	Sales Tax	Freight Amt	Net Due Dt	Dscnt Due Dt
APSTANDARD	\$18,845.75	\$0.00	\$0.00	\$0.00	\$0.00	25 Nov 2003	

Pymnt Trms	Currency	Rate Type	Exchange Rate
POR	USD	CRRNT	1.0000000

Voucher Line Information

Line #	Description	PO	Line	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	Disc A
1	RIGHT OF WAY PERMIT			\$18,845.75	0000020004			Y	Y	Y	N	Y

Distribution Line Information

Line #	Account	Fund	Org	Program	Subclass	BY	Project ID	Activity ID	Res Type	Res Cat	Merch Amt	Tax Amt	Use Tax	Freight	Monetary Amt
1	14010	03040	4550		0001	2003	100052	COSTS	ADMIN	PERMT	\$18,845.75	0.00	0.00	0.00	18,845.75

REVENUE FOR CHECK

25119

Background information and faint text from the original document, including 'TOTAL AMOUNT' and 'CITY OF AUBURN'.

Poirier, Michelle

From: Wessels, Ralph
Sent: Friday, November 21, 2003 2:49 PM
To: Poirier, Michelle
Subject: FW: Water Application

Michelle,

Please obtain a check in the amount of \$16,280 to be paid to the City of Auburn for a water service connection. The charge is a standard charge for this type of service. The payment should be charged to PN 100052, Auburn Wetland Mitigation.

I would like to obtain the check ASAP so any conditions can be included in the specification and it is in-hand before advertisement. Thx.

Ralph

-----Original Message-----

From: Becky Reininger [mailto:breininger@parametrix.com]
Sent: Thursday, October 30, 2003 8:08 AM
To: Wessels, Ralph
Subject: RE: Water Application

Hi Ralph,

I just spoke with Darcy and she says the City does not install or provide meters larger than 2". The contractor will provide and install, but the meter has to be up to the City's standards. She does not want you to send any money now, just the application and she will notify you that it has been approved and will then ask for a check. She confirmed the cost will be \$16,280. Did I answer everything? Becky

>>> "Wessels, Ralph" <wessels_r@portseattle.org> 10/30/03 07:49AM >>>
Becky,

Were you able to confirm a cost for the water connection? It appears that with a 3" meter, the cost for the System Development Charge is \$16,280 and in addition there is the actual cost of installing the meter and service box. How is the payment to be made since a part of the cost is based on the actual cost of installation? Do they bill after the fact, do we pay SDC now and meter installation later, or do we pay an estimated cost and then make a final adjustment?

Also, does the City install the meter? Our specs and sheet L01, Note 6, indicates the Contractor will install the meter. If the latter is the case, then there still may be a cost for Auburn furnishing the meter.

Let me know and I will pursue obtaining a check to go with the application.

Ralph

-----Original Message-----

From: Becky Reininger [mailto:breininger@parametrix.com]
Sent: Friday, October 24, 2003 12:30 PM
To: Wessels, Ralph
Subject: Fwd: Water Application

Here's the water application and information booklet from the City of Auburn, FYI Becky