

**WOODINVILLE WATER DISTRICT**

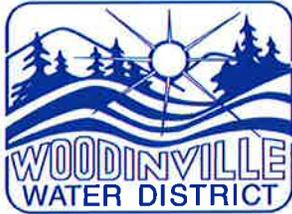
## **General Sewer Plan**

July 2007

### **APPENDIX F**

## **Sewer Service Area Agreements**

BHC Consultants LLC  
720 Third Avenue  
Seattle, WA 98104  
206-505-3400



## **WOODINVILLE WATER DISTRICT**

### **SECTIONS WITHIN APPENDIX F**

#### **Agreed Judgment**

With two maps:

Agreed Judgment Boundary Lines  
Sewer Service Area Agreements

#### **Amendment to Metro Agreement**

#### **City of Bothell**

#### **City of Redmond**

#### **City of Woodinville**

#### **Northshore Utility District**

WOODINVILLE WATER DISTRICT  
 SERVICE AREA AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
Attorney Explanation WD 104 Resolution 103 Agreed Judgement 607979 Agreed Judgement 607978 WD 104 Resolution 86	A-1 A-2 A-3 A-4 A-5	N/A Red Orange Blue	31-Jan-85 6-Jul-64 1964 13-Jul-64 5-Aug-62	Explains Judgement Legal Description Legal Description		Legal Description attached

REED McCLURE MOCERI & THONN  
A PROFESSIONAL SERVICES CORPORATION

ATTORNEYS AT LAW  
17TH FLOOR, THE BANK OF CALIFORNIA CENTER  
900 FOURTH AVENUE  
SEATTLE, WASHINGTON 98164

LORI NELSON ADAMS  
STEVEN M. APPELO  
FRANK BOSL, JR.  
DAVID C. BRESKIN  
KATHY A. COCHRAN  
ROBERT C. DICKERSON, II  
NEIL G. DORFMAN\*\*  
STEPHEN C. ELLIS  
GONALO C. HARRISON  
WILLIAM R. HICKMAN  
WILLIAM L. HOLOER\*\*  
CHRISTOPHER H. HOWARD  
O. BRADLEY HUDSON  
DAVID MICHAEL JACOBI  
ROBERT D. JOHNS  
JEAN M. JOHNSON  
MARK B. KANTOR  
HUGH A. McCLURE  
MARY PETERSEN McFARLAND  
DARRELL S. MITSUNAGA

ROY J. MOCERI  
OONNA M. MONIZ  
ALAN C. NESSMAN  
JOAN V. PARISH  
JOHN W. RANKIN, JR.  
RICHARD C. REED\*\*  
HEATHER HOUSTON REEVE\*\*\*  
ALAN W. SCHULKIN  
DENNIS SMITH  
JEFFREY P. SMITH  
KAREN A. SOUTHWORTH  
ROGER L. STOUOER  
JERRY E. THONN  
DAWN TAE THORSNESS  
STEPHEN M. TODD  
GUY I. TOWLE  
SCOTT CHANNING WAKEFIELD  
GARY A. WESTERN  
JOHN Q. WILSON, JR.  
R. FRANKLIN WOHLFORD

JAMES C. AUSUM\*  
OF COUNSEL

\*ALSO ADMITTED IN ALASKA  
\*\*ALSO ADMITTED IN ILLINOIS  
\*\*\*ALSO ADMITTED IN CALIFORNIA  
ALSO ADMITTED IN MASSACHUSETTS

SEATTLE/BELLEVUE  
(206) 292-4900  
TACOMA  
(206) 927-5888  
CABLE RMMT SEATTLE  
TELECOPIER (206) 223-0152  
TELEX 32-1163

IN REPLY REFER TO  
OUR FILE NO.

RECEIVED

FEB - 1 1985

KING COUNTY WATER DIST. 104

January 31, 1985

Mr. Donald C. Wright  
P. O. Box 545  
Woodinville, WA 98072

Mr. Clarence G. Grening  
17256 N.E. 160th Place  
Woodinville, WA 98072

WILLIAMS, ROTH & ASSOCIATES  
ATTN: Mr. Don Williams  
909 Kirkland Avenue  
Kirkland, WA 98033

Ms. Louise Miller  
17005 - 191st N.E.  
Woodinville, WA 98072

King County Water District #104  
ATTN: Mr. Walter E. Davis  
P. O. Box 644 966  
Woodinville, WA 98072

BELL-WALKER ENGINEERS  
ATTN: Mr. Dave Jochim  
3633 136th Place S.E.  
Bellevue, WA 98006-1451

Gentlemen and Ms. Miller:

We are enclosing to each of you a copy of the January 19, 1970, Agreement between the Water District and the City of Bothell. It is a very confusing agreement. To understand it, you must realize the circumstances of its execution. The City of Bothell was attempting to annex the Holly Hills area which previously had been annexed by Water District No. 104 as annexation no. 2 of the District. The District objected to the King County Boundary Review Board which was then in its infancy. The January 19, 1970, Agreement was the illegitimate offspring of this forced courtship.

I will attempt to simplify the agreement in summary form for your understanding. Three areas are designated (Areas D, E and F). Area D is essentially the Bloomberg Hill area going from 120th Avenue N.E. on the west to the Snohomish County line on the north to 130th Place N.E.-132nd Avenue N.E. on the east and to the highway on the south. The District can provide water service to Area D, but without any waiver of the City's right

January 31, 1985  
Page 2

to acquire the District's facilities and with the further requirement that all facilities must meet the City's standards. The City may and the District may not provide sewer service to Area D.

Parenthetically, at the time of this agreement, the only sewer transmission line was the 21" line that served a part of the District and continued on towards Bothell. Then the second area referred to as Area E was a small area just easterly of 120th Avenue N.E. and southerly of the Northern Pacific Railroad right-of-way. The Agreement provides that the District shall not provide either water or sewer service to Area E which is within the city limits. The third area was Area F which lies immediately to the south of Area E bordered on the west by 120th Avenue N.E. and terminating at N.E. 160th on the south. As to this area, the District is not permitted to provide sewer service. This presumably was to permit gravity sewer service to the then existing 21" sewer transmission main.

The Agreement contemplates future water service and storage facilities within Area D (the Bloomberg Hill area).

The city agreed not to annex any portion of the District except Areas D, E and F, by the resolution method, but may annex by the petition method. The Agreement has other provisions with respect to collection of delinquent accounts, additional sewage trunk facilities, notice to regulatory authorities, the issuance of franchises by the City without charge and other matters of lesser concern.

Although the City's present primary interest is to work out some arrangement with respect to water storage facilities on Bloomberg Hill, and, in fact, is under considerable time and monetary pressure to do so, it seems appropriate to deal with all issues that might have been smouldering between the city and the District.

I have taken a stab at the draft which is enclosed and in doing so the draft was based on some limited conversations with other advisors and without any specific directions from the Commissioners. You should regard it as a working draft.

I have tried to make it as simple as possible and to clearly raise certain issues such as restrictions on annexation. At the very least by having the District take a categorical position on some of these issues, the position of the City can be determined.

January 31, 1985  
Page 3

Each of you should review the 1970 Agreement to see whether the conditions which existed in 1970 that dictated the terms have changed so as to be no longer appropriate, or whether there have been any violations of that agreement in practice by the City of Bothell.

The portion of the draft dealing with the Bloomberg Hill facilities is based upon information submitted originally by the city, with technical changes suggested by Dave Jochim and others. It should be closely examined for its technical accuracy and to be sure that I have interpreted it correctly.

If there are any other subjects to be covered or any other concessions to be requested, please let me know so that these can be introduced into the draft. My thinking is that the Commissioners and their advisors should first agree as to what it is we want as the end product, formalize the draft to fit those perceived needs and objectives, and then open negotiations with the City of Bothell.

Once the Bloomberg Hill reservoir is constructed and the Koll and Quadrant projects are reality, the District will have lost any leverage. This matter should therefore be dealt with as quickly as possible, despite its complexities.

It is my hope that you enjoy reading the 1970 Agreement as much as I did!

Very truly yours,

REED, McCLURE, MOCERI & THONN

  
Richard C. Reed

RCR:ck:2975L  
Enclosures

WATER DISTRICT NO. 104

KING COUNTY, WASHINGTON

RESOLUTION No. 105

A RESOLUTION of the Board of Water Commissioners of Water District No. 104, King County, Washington, authorizing and approving settlement of King County Superior Court Cause No. 607978, entitled "Water District No. 104, King County, Washington, a municipal corporation, Plaintiff, versus Northeast Lake Washington Sewer District, a municipal corporation, Defendant," and King County Superior Court Cause No. 607979, entitled "Water District No. 104, King County, Washington, a municipal corporation, Plaintiff, versus Water District No. 81, King County, Washington, a municipal corporation; and Water District No. 79, King County, Washington, a municipal corporation, Defendants."

WHEREAS, there are now pending in King County Superior Court certain actions to determine the validity of the annexation of Water District No. 104 of territory described in Resolution No. 86, and

WHEREAS, the Board of Water Commissioners of King County Water District No. 104 have met with the Commissioners of Water Districts No. 79 and 81 and the Commissioners of Northeast Lake Washington Sewer District to determine which district can serve the areas involved, and

WHEREAS, the Board of Water Commissioners of King County Water District No. 104 deems it in the public interest to settle the existing litigation on the basis of topography and the availability of service from existing facilities, NOW, THEREFORE,

BE IT RESOLVED by the Board of Water Commissioners of Water District No. 104, King County, Washington, as follows:

1. The terms of settlement as set forth in Agreed Judgment in King County Superior Court Cause No. 607978, entitled "Water District No. 104, King County, Washington, a municipal corporation, Plaintiff, versus Northeast Lake Washington Sewer Dis-

trict, a municipal corporation, Defendant," and as set forth in Agreed Judgment in King County Superior Court Cause No. 607979, entitled "Water District No. 104, King County, Washington, a municipal corporation, Plaintiff, versus Water District No. 81, King County, Washington, a municipal corporation; and Water District No. 79, King County, Washington, a municipal corporation, Defendants," attached hereto and incorporated herein by this reference, are hereby approved and confirmed, subject to the approval of the King County Superior Court.

2. Richard C. Reed, attorney for the District, is hereby authorized to consummate settlement by entry of said Agreed Judgments.

ADOPTED by the Board of Water Commissioners of Water District No. 104, King County, Washington, at a regular meeting thereof this 6th day of July, 1964.

*W. C. Hall*  
\_\_\_\_\_  
President-Commissioner

\_\_\_\_\_  
Commissioner

Attest:

*Kirk M. Parks*  
\_\_\_\_\_  
Secretary-Commissioner

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

WATER DISTRICT NO. 104, KING )  
COUNTY, WASHINGTON, a municipal )  
corporation, )  
Plaintiff, ) No. 607979  
vs. )  
WATER DISTRICT NO. 81, KING )  
COUNTY, WASHINGTON, a municipal ) AGREED JUDGMENT  
corporation; and WATER DISTRICT )  
NO. 79, KING COUNTY, WASHINGTON, )  
a municipal corporation, )  
Defendants. )

THIS MATTER having come on regularly for hearing before the undersigned Judge of the above entitled Court, the plaintiff being represented by Richard C. Reed, of Bateman, Reed, McClure & Mocerri, the defendant King County Water District No. 81 being represented by Albert A. King, of King and King, the defendant King County Water District No. 79 being represented by John N. Sylvester, of Lycette, Diamond & Sylvester, the Court having examined the records and files herein, being fully advised in the premises and having been advised that the parties hereto had agreed for settlement of the above action on the terms hereinafter set forth, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The plaintiff and both defendants are municipal corporations organized and existing under the laws of the State of Washington and each operates within its respective boundaries a water system for the use and benefit of the public.

2. On August 5, 1963, at a regular meeting of the Board of Water Commissioners of Water District No. 104, King County, Washington, Resolution No. 86 was adopted, a copy of which is attached hereto marked Exhibit A and incorporated herein by this reference, annexing certain territory to the plaintiff water district as

BATEMAN, REED, McCLURE & MOCERI  
ATTORNEYS  
17TH FLOOR HOGUE BUILDING, SEATTLE 60104

described in said Resolution No. 86.

3. On August 6, 1963, as required by RCW 57.24.090, a certified copy of said Resolution No. 86 was filed with the Board of County Commissioners of King County, Washington.

4. On August 7, 1963, the defendant Water District No. 81 adopted Resolution No. 150 providing for the annexation of certain territory as described in said resolution, a portion of which territory overlaps the territory previously annexed to plaintiff Water District No. 104.

5. On August 9, 1963, the defendant Water District No. 81 filed a copy of said Resolution No. 150 with the Board of County Commissioners of King County, Washington.

6. On August 22, 1963, the defendant Water District No. 81 adopted Resolution No. 151 annexing the same territory to Water District No. 81 as was described in the aforementioned Resolution No. 150, with the exception that the area which overlapped the annexation of Water District No. 104 of August 5, 1963 was deleted.

7. On September 4, 1963, the defendant Water District No. 81 adopted Resolution No. 155 purporting to annex additional territory to Water District No. 81, which territory likewise overlaps the territory previously annexed to the plaintiff Water District No. 104 on August 5, 1963.

8. On September 4, 1963, the defendant Water District No. 79 adopted Resolution No. 305 providing for the annexation of certain territory described in said resolution, which territory overlaps the territory previously annexed to plaintiff Water District No. 104.

9. By reason of the annexations above referred to and the resultant overlapping of territory, a controversy has existed with respect to the rights, status and legal relationship of the parties, creating uncertainty, affecting the ability of the parties to perform their functions of supplying water, restricting the ability

of the water districts to finance improvements and creating a situation where owners of property lying within the overlapped area could be subject to multiple taxation if general obligation bonds were issued by the parties.

10. The parties hereto, through their respective commissioners, engineers and attorneys, have analyzed the topography and the ability of the respective districts to serve water from existing or proposed facilities and have determined that the interests of the residents whose property lies within the annexed areas would be best served by establishing the boundaries of the respective water districts as hereafter set forth.

A. The defendant Water District No. 81 shall have included within its boundaries that portion of the area described in Exhibit A lying southerly of the following described line:

Beginning at the intersection of the centerline of Primary State Highway No. 1 and the production of the East-West centerline of Section 28, Township 26 North, Range 5 East, W.M., and the present limits of Water District No. 81; thence easterly along said East-West centerline to the N-S centerline of said Section 28; thence northerly along said North-South centerline to the north line of the South 1/2 of the N.E. 1/4 of said Section 28; thence easterly along the north line of the S. 1/2 of the N.E. 1/4 of said Section 28 and along the north line of the South 1/2 of the N.W. 1/4 of Section 27, Township 26 North, Range 5 East, W.M., to a point 150 feet west of the S.E. corner of the West 1/2 of the N.W. 1/4 of the N.W. 1/4 of said Section 27; thence south 120 feet; thence easterly on a line parallel with and 120 feet south of the north line of the south half of the N.W. 1/4 of said Section 27 to a point on a line which is 120 feet north of the north margin of N.E. 126th St; thence easterly on a line parallel with and 120 feet north of the north margin of said N.E. 126th St. to an intersection with a line 450 feet east of the east line of the N.W. 1/4 of the N.W. 1/4 of said Section 27; thence north along a line 450 feet east of and parallel with the east line of the N.W. 1/4 of the N.W. 1/4 of said Section 27, to a point 570.87 feet south of the north line of said section 27; thence east 220 feet; thence north on a line 670 feet east of and parallel with the east line of said N.W. 1/4 of the N.W. 1/4 of Section 27 to the north line of said Section 27; thence east along the north line of said Section 27, to the center of the Sammamish River, all in King County, Washington.

BATEMAN, REED, McCLURE & MOCERI  
ATTORNEYS

17TH FLOOR HOGE BUILDING, SEATTLE 98104

B. The defendant Water District 79 shall have included within its boundaries that portion of the area described in Exhibit A lying westerly of the following described line:

The East line of the West 1/2 of the West 1/2 of the West 1/2 of the East 1/2 of Section 21, Township 26 North, Range 5, E., W.M., and the East line of the West 1/2 of the West 1/2 of the West 1/2 of the East 1/2 of Section 28, Township 26 North, Range 5, E., W.M., and lying northerly of the line described in Paragraph 10-A of this order.

C. The plaintiff Water District No. 104 shall have included in its boundaries all other portions of the area described in Exhibit A except as described in Paragraphs 10-A and 10-B of this order.

11. Any areas provided in this order to be excluded from the annexation of territory by Water District No. 104 and to be served by either Water District No. 79 or Water District No. 81, which was not previously included within the annexations of Water Districts 79 or 81, shall be subject to such further annexation proceedings of Water District No. 79 and Water District No. 81 as are required by law.

12. Subject to the revision of the boundary lines as hereinabove provided, the Court does approve, ratify and confirm all procedural steps taken by the water districts and does hereby recognize and establish the validity of the respective annexations of said districts.

13. Subject to the terms of this order, judgment shall be entered as herein provided and the complaint and cross claims of the parties shall be dismissed with prejudice and without costs.

14. Let a certified copy of this Agreed Judgment be filed with the County Commissioners of King County, Washington, the King County Auditor, and with such other offices as may be appropriate.

DONE IN OPEN COURT this \_\_\_\_\_ day of \_\_\_\_\_, 1964.

J U D G E

BATEMAN, REED, McCLURE & MOCERI  
ATTORNEYS  
17TH FLOOR HOGUE BUILDING, SEATTLE 98104

Presented by:

---

Of Attorneys for Plaintiff  
Water District No. 104

Approved; notice of presenta-  
tion waived

---

Of Attorneys for Defendant  
Water District No. 79

---

Of Attorneys for Defendant  
Water District No. 81

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

WATER DISTRICT NO. 104, KING )  
COUNTY, WASHINGTON, a municipal )  
corporation, )  
Plaintiff, ) No. 607978  
vs. )  
NORTHEAST LAKE WASHINGTON SEWER ) AGREED JUDGMENT  
DISTRICT, a municipal corpora- )  
tion, )  
Defendant. )

THIS MATTER having come on regularly before the undersigned Judge of the above entitled Court, the plaintiff being represented by Richard C. Reed, of Bateman, Reed, McClure & Mocerri, the defendant being represented by Wayne C. Booth, of Wright, Booth, Beresford & Anderson, the Court having examined the records and files herein, being fully advised in the premises and having been advised that the parties hereto had agreed for settlement of the above action on the terms hereinafter set forth, it is ORDERED, ADJUDGED AND AGREED as follows:

1. Plaintiff is a water district organized and existing under the laws of the State of Washington and operates within its boundaries a water system for the use and benefit of the public. The defendant is a municipal corporation organized as a sewer district and provides services of the nature permitted under the statutes of the State of Washington.

2. On August 5, 1963, at a regular meeting of the Board of Water Commissioners of Water District No. 104, King County, Washington, [REDACTED] adopted, a copy of which is attached hereto [REDACTED] and incorporated herein by this reference, annexing certain territory to the plaintiff water district as described in said Resolution No. 86.

BATEMAN, REED, McCLURE & MOCERRI  
ATTORNEYS  
17TH FLOOR HOGUE BUILDING, SEATTLE 98104  
-1-

3. On August 6, 1963, as required by RCW 57.24.090, a certified copy of said Resolution No. 36 was filed with the Board of County Commissioners of King County, Washington.

4. At a regular meeting held August 5, 1963, the Board of Water Commissioners of Water District No. 104, King County, Washington, pursuant to Chapter 111, Laws of 1963 (Chapter 57.03 RCW), adopted Resolution No. 37, entitled:

"A RESOLUTION of the Board of Water Commissioners of Water District No. 104, King County, Washington, adopting a general comprehensive plan for the collection and disposal of sanitary sewage as provided by Chapter 111, Laws of 1963 (Chapter 57.03, RCW), declaring the estimated cost thereof as near as may be; and providing for the method of financing the same."

5. On August 22, 1963, two separate annexations of territory to the defendant sewer district (which were initiated by petition and considered in by the defendant's commissioners on May 2, 1963) were completed by the adoption of Resolution 26424 and Resolution 26425 by the Board of County Commissioners, King County, Washington, both of which annexations overlapped a portion of the area lying within the boundaries of the plaintiff water district and within the area covered by plaintiff's comprehensive plan for sewer service.

6. By reason of the annexations or attempted annexations of the parties hereto and the resultant overlapping of territory, a controversy exists with respect to the right, status and legal relationship of the parties, creating uncertainty, affecting the ability of the parties to perform their functions of providing sewer service, restricting the ability of the districts to finance improvements and creating a situation where owners of property lying within the overlapped area could be subject to multiple taxation if general obligation bonds were issued by the parties.

7. The parties hereto, through their respective commissioners, engineers and attorneys, have analyzed the topography and the ability of the respective districts to provide sewer service from existing or proposed facilities and have determined that the

Interests of the residents whose property lies within the areas hereinafter referred would be best served by establishing the boundaries of the respective districts as hereinafter set forth:

5. The defendant shall <sup>not</sup> include within its boundaries the area <sup>to</sup> the east of the boundary as described in **ATTACHMENT B** incorporated herein by this reference. ~~Such area shall furnish sewer service to said area, but said area shall nonetheless receive water service from the plaintiff, or from any other water district in whose territory said area may lie.~~

6. The defendant shall not annex or attempt to annex or provide sewer service to any area included within the boundaries of King County Water District No. 104 as presently or hereafter established, other than as provided in the preceding paragraph, without the prior written consent of the plaintiff King County Water District No. 104.

7. Any areas provided in this order to be excluded from the annexation of territory of Water District No. 104 or original boundaries of Water District No. 104 and to be served by Northeast Lake Washington Sewer District, which was not previously included within the annexations of Northeast Lake Washington Sewer District, shall be subject to such further annexation proceedings by Northeast Lake Washington Sewer District as are required by law.

8. Subject to the revision of boundary lines as hereinabove provided, the Court does approve, ratify and confirm all procedural steps taken by the water district and sewer district and does hereby recognize and establish the validity of the respective annexations of said districts. And the court does hereby approve the provisions of this agreed judgment.

9. Subject to the terms of this order, judgment shall be entered as herein provided and complaint and cross claims of the parties shall be dismissed with prejudice and without costs, and it is so ordered.

10. Let a certified copy of this agreed judgment be filed with the county Commissioners of King County, Washington, King County Auditor, and with such other offices as may be appropriate.

DOES IN OPEN COURT this 7<sup>th</sup> day of July, 1934.

**STORY BIRDSEYE**

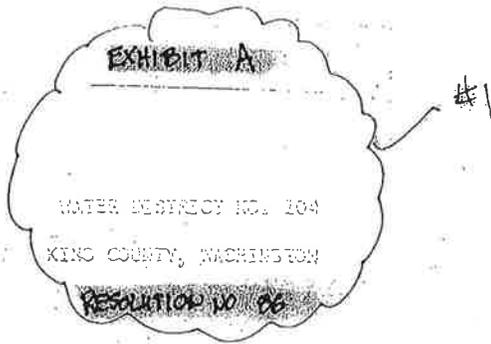
J U D G E

Presented by:

*H. P. ...*  
OF ATTORNEYS FOR PLAINTIFF  
Water District No. 104

Approved; notice of presentation waived.

*H. ...*  
OF ATTORNEYS FOR DEFENDANT  
Northeast Lake Washington  
Sewer District



A RESOLUTION of the Board of Water Commissioners of Water District No. 104, King County, Washington, providing for annexation of territory to the Water District, as described herein, ordering said annexation effective as of August 5, 1963, and directing the filing of a certified copy of this resolution with the Board of County Commissioners of King County, Washington.

WHEREAS, a written petition for annexation of an area contiguous to Water District No. 104, King County, Washington, has heretofore been filed with the Board of Water Commissioners of Water District No. 104, King County, Washington, and

WHEREAS, it has heretofore been established to the satisfaction of the Board of <sup>WATER</sup> County Commissioners of said District that said petition for annexation was in proper form and was signed by the owners of not less than 60% of the land area for which annexation is petitioned, and

WHEREAS the Board of Water Commissioners of Water District No. 104 by Resolution No. 85, adopted July 23, 1963, set the time and place for hearing on said petition for annexation and caused notice by publication and posting to be given as required by R.C.W. 57.04.030, and

WHEREAS, on August 5, 1963, at a regular meeting of the Board of Water Commissioners of said District, a hearing was held on said petition for annexation, now therefore,

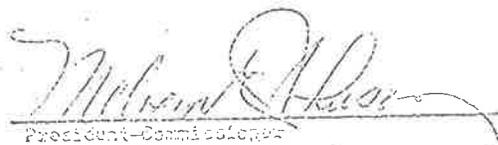
BE IT RESOLVED as follows:

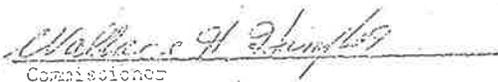
Section 1. The territory described in **EXHIBIT A** attached hereto, and incorporated herein by this reference, shall be, and it is hereby, annexed to and made a part of Water District No. 104, King County, Washington,

Section 2. A certified copy of this resolution shall forthwith be filed with the Board of County Commissioners of King County, Washington.

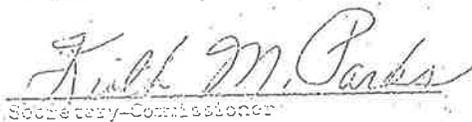
ADOPTED by the Board of Water Commissioners of Water District No. 104,

King County, Washington, this 5th day of August, 1988, at a regular meeting thereof.

  
President-Commissioner

  
Commissioner

Attest:

  
Secretary-Commissioner

PROPOSED EASTERN SERVICE AREA  
BOUNDARY FOR SEWERAGE SEWERS  
BETWEEN N.E. LAKE WASHINGTON SEWER DISTRICT  
AND WATER DISTRICT NO. 104

Beginning at the intersection of the Southwesterly margin of Puget Sound Power & Light Co. Easement (Holt River Pipe Line R/W), and the west line of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of Section 16, Township 26 North, Range 5 East W.M. (said point also being on the boundary of Water District No. 104, King County, Washington);

Thence Southeasterly along said Southwesterly margin of said Easement to its intersection with the North line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 16;

Thence Easterly along said North line to the Northeast corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 16;

Thence Southerly along the East line of said SW $\frac{1}{4}$  of SE $\frac{1}{4}$  to its intersection with the Southwesterly margin of the Puget Sound Power & Light Co. Easement;

Thence Southeasterly along said Southwesterly margin of said Easement to its intersection with the East line of SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Sec. 16;

Thence Southerly along said East line to the Southeast corner thereof, also being the Northeast corner of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 21, Township 26 North, Range 5 East W.M.;

Thence Southerly along the East line of said W $\frac{1}{2}$  of NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  to the Southeast corner thereof;

Thence Easterly along the North line of the W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 21 to the Northeast corner thereof;

Thence Southerly along the East line of said W $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  to the Southeast corner thereof;

Thence Easterly along the North line of the E $\frac{1}{2}$  of W $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  and the W $\frac{1}{2}$  of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Section 21 to the Northeast corner thereof;

Thence Southerly along the East line of said W $\frac{1}{2}$  of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$  to the Southeast corner thereof;

Thence Westerly along the South line of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Sec. 21 to a point which is westerly 605 ft. from the Southeast corner thereof;

Thence Southerly along the Westerly line of the Easterly 605 ft. of the North 330 ft. of the SE $\frac{1}{4}$  of NE $\frac{1}{4}$ , said Sec. 21 to the Southeast corner thereof;

Thence Easterly along the South line of the said North 330 ft. of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  to its intersection with the East line of the W $\frac{1}{2}$  of E $\frac{1}{2}$  of SE $\frac{1}{4}$  of NE $\frac{1}{4}$  of said Section 21;

Thence Southerly along said East line to its intersection with the centerline of N.E. 140th St.;

Thence Westerly along said centerline to the Northeast corner of the  $W\frac{1}{2}$  of  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section 21;

Thence Southerly along the East line of said  $W\frac{1}{2}$  of  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  to the Northwest corner of the  $S\frac{1}{2}$  of  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  of said Section 21;

Thence Easterly along the North line of said  $S\frac{1}{2}$  of  $SE\frac{1}{4}$  of  $NE\frac{1}{4}$  of  $SE\frac{1}{4}$  to the Northeast corner thereof, said corner being a point on the centerline of 132nd Ave. N.E.;

Thence Southerly along said centerline to the Northeast corner of the  $S\frac{1}{2}$  of  $S\frac{1}{2}$  of  $SE\frac{1}{4}$ , said Section 21, said Northeast corner also being the Northwest corner of the  $SE\frac{1}{4}$  of the  $SW\frac{1}{4}$  of the  $SW\frac{1}{4}$  of Section 22, Township 26 North, Range 5 East W.M., King County, Washington, said corner being on the centerline of 132nd Avenue N.E.;

Thence Easterly along the North line of said  $SW\frac{1}{4}$  of  $SW\frac{1}{4}$  of  $SW\frac{1}{4}$  to the Northeast corner thereof;

Thence Southerly along the East line of said  $SW\frac{1}{4}$  of  $SW\frac{1}{4}$  of  $SW\frac{1}{4}$  to the Southeast corner thereof which is also the Northeast corner of the  $W\frac{1}{2}$  of the  $W\frac{1}{2}$  of the  $W\frac{1}{2}$  of Section 27, Township 26 North, Range 5 East W.M.;

Thence continuing Southerly along the East line of said  $W\frac{1}{2}$  of  $W\frac{1}{2}$  of  $W\frac{1}{2}$  to a point 150 feet Southerly of the centerline of Slater Avenue N.E. (Also known as J.W. Edwards Road No. 970);

DESCRIPTION

Said territory being a portion of Sections 21, 22, 27 and 28, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the NW corner of the E 1/2 of the W 1/2 of the W 1/2 of the NE 1/4 of Sec. 21, T 26 N, R 5 E, W.M.;

Thence southerly along the west line of said E 1/2 of the W 1/2 of the W 1/2 of the NE 1/4 of Sec. 21 to the north line of the SE 1/4 of said Sec. 21;

Thence continuing southerly along the west line of the E 1/2 of the W 1/2 of the W 1/2 of said SE 1/4 to the North line of the SW 1/4 of the SW 1/4 of the SE 1/4 of said Section 21;

Thence westerly along said north line to the east line of the SW 1/4 of said Section 21;

Thence continuing westerly along the north line of the SE 1/4 of the SE 1/4 of the SW 1/4 to the west line of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 21;

Thence southerly along said west line to the north line of S 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 21;

Thence westerly along said north line to the west line of the E 1/2 of the SW 1/4 of section 21;

Thence southerly along said west line to the south line of Section 21;

Thence continuing southerly along the westerly line of the NE 1/4 of the NW 1/4 of Section 28, T 26 N, R 5 E, W.M. to the NE corner of the SW 1/4 of the NW 1/4 of said Section 28;

Thence westerly along the northerly line of the SW 1/4 of the NW 1/4 of said Section 28 to the northeasterly margin of Primary State Highway No. 1;

Thence southeasterly and easterly along said northeasterly margin to the centerline of the Northern Pacific Railway R/W;

Thence easterly along said centerline to the westerly line of Section 27, T 26 N, R 5 E, W.M.;

Thence continuing along the centerline of the Northern Pacific Railway R/W easterly and northeasterly to the southerly line of Sec. 22, T 26 N, R 5 E, W.M.;

Thence easterly along the southerly line of Sec. 22 to the SE corner thereof said point being the existing boundary of Water District No. 104;

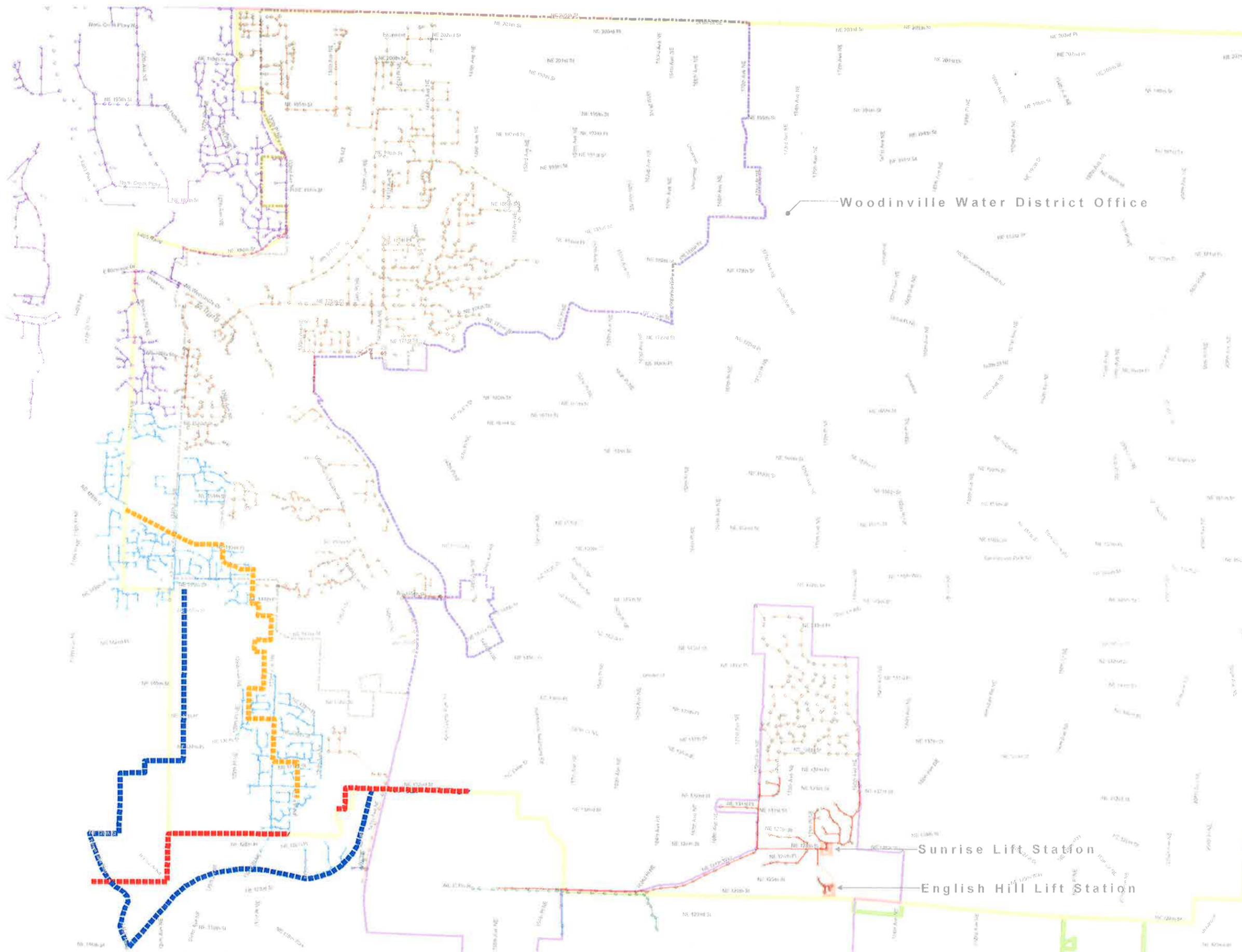
Thence <sup>northward and</sup> westerly along said boundary to the east line of Sec. 16, T 26 N, R 5 E, W.M.;

Thence continuing westerly along said boundary to the NW corner of the NE 1/4 of the NW 1/4 of Sec. 21, T 26 N, R 5 E, W.M. which is the point of beginning.

#3  
EXHIBIT A



# Woodinville Water District



## Legend

### Resolution

- WD 104 vs NE Lake Washington SD
- WD 104 Resolution 86
- WD 104 vs WD 81



WWD Sewer lines and Manholes data are APPROXIMATE: Woodinville Water District 2004 and existing As-Built plans.

WWD Boundary: Woodinville Water District 2005

All other data layers obtained from King County GIS 2005, and Snohomish County GIS 2003. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

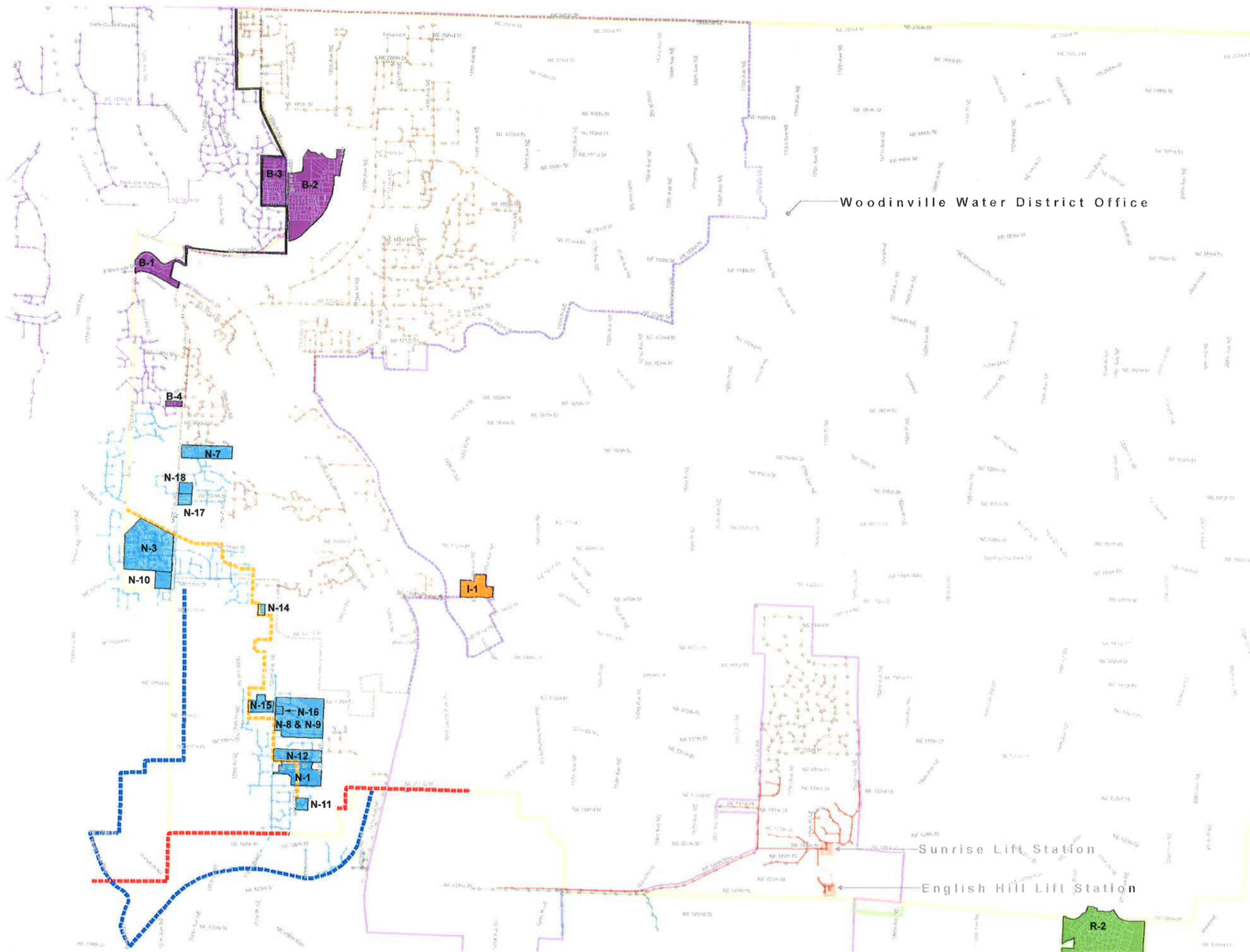
Map Updated: July 6 2006

**BHC CONSULTANTS** BHC Consultants, LLC  
 720 Third Avenue, Suite 1200  
 Seattle, WA 98104-1820  
 P 206.505.3400  
 F 206.505.3406  
 Formerly a Division of Berntsen & Haniger

# Agreed Judgment



# Woodinville Water District



Woodinville Water District Office

Sunrise Lift Station

English Hill Lift Station



### Legend

Resolution

- 1
- 2
- 3

### Organize Interlocal Agreement Feb2006

District

- Northshore Utility District
- City of Bothell
- City of Redmond
- Individual



WWD Sewer lines and Manholes data are APPROXIMATE: Woodinville Water District 2004 and existing As-Built plans

WWD Boundary: Woodinville Water District 2005

All other data layers obtained from King County GIS 2005, and Snohomish County GIS 2003. No warranty is made concerning the accuracy, currency, or completeness of data depicted on this map.

Map Updated: July 8 2006

**BHC** CONSULTANTS  
 BHC Consultants, LLC  
 720 Third Avenue, Suite 1200  
 Seattle, WA 98104-1820  
 P 206.505.3400  
 F 206.505.3406  
 Formerly a Division of Berryman & Henigar

## Sewer Service Area Agreements

WOODINVILLE WATER DISTRICT  
 SERVICE AREA AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
Metro	M-1		21-May-90	Resolution No. 2744 amending the Agreement for Sewer Disposal dated May 17, 1973		Exhibit A - Amendment to Agreement for Sewage Disposal, no area described

M...

WOODINVILLE WATER DISTRICT

KING COUNTY, WASHINGTON

RESOLUTION NO. 2744

A RESOLUTION of the Board of Commissioners of Woodinville Water District, King County, Washington, amending the Agreement for Sewage Disposal dated May 17, 1973, and approved by Resolution No. 436, adopted May 7, 1973.

WHEREAS by Resolution No. 436, adopted May 7, 1973, the Board of Commissioners of Woodinville Water District, then known as King County Water District No. 104, approved the Agreement For Sewage Disposal with Municipality of Metropolitan Seattle, a metropolitan municipal corporation of the State of Washington (hereinafter referred to as "Metro") and authorized execution of said agreement; and

WHEREAS the Agreement For Sewage Disposal with METRO adopted May 7, 1973 under Resolution No. 436 was amended on May 26, 1988; NOW THEREFORE,

BE IT RESOLVED by the Board of Commissioners of Woodinville Water District, King County, Washington, that the Agreement For Sewage Disposal with METRO is amended as detailed in the attached Exhibit A, and hereby is, approved.

ADOPTED by the Board of Commissioners of Woodinville Water District, King County, Washington, at a regular meeting thereof this 21st day of May, 1990.



President/Commissioner

Vice-President/Commissioner

Attest:

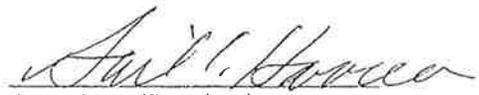
  
Secretary/Commissioner

EXHIBIT "A"

WOODINVILLE WATER DISTRICT  
MUNICIPALITY OF METROPOLITAN SEATTLE  
AMENDMENT TO AGREEMENT  
FOR SEWAGE DISPOSAL

THIS AMENDMENT made as of the 21st day  
of May, 1990 between the Woodinville  
Water District, a municipal corporation of the State of  
Washington (hereinafter referred to as the "District") and  
the Municipality of Metropolitan Seattle, a metropolitan  
municipal corporation of the State of Washington  
(hereinafter referred to as "Metro");

WITNESSETH:

WHEREAS, the parties have entered into a long term  
Agreement for Sewage Disposal dated May 17, 1973 and amended on  
May 26, 1988,  
(hereinafter referred to as the "Basic Agreement"); and

WHEREAS, an advisory committee composed of elected  
and appointed officials in the metropolitan area was  
appointed by the Metropolitan Council to examine the  
structure of Metro's charges to its participants; and

WHEREAS, said advisory committee, following  
extensive research, study and deliberations, has recommended  
certain changes in the structure of Metro's charges to its  
participants and implementation of said changes requires  
amendment of the Basic Agreement; and

WHEREAS, the parties have determined that the  
recommendations are in the best public interest and  
therefore desire to amend said Basic Agreement to implement  
said recommendations;

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Amendment of Section 5 of the Basic Agreement. Section 5 of the Basic Agreement is hereby amended to read as follows:

"Section 5. Payment for Sewage Disposal. For the disposal of sewage hereafter collected by the District and delivered to Metro the District shall pay to Metro on or before the last day of each month during the term of this Agreement, a sewage disposal charge determined as provided in this Section 5.

1. For the quarterly periods ending March 31, June 30, September 30 and December 31 of each year every Participant shall submit a written report to Metro setting forth:

(a) the number of Residential Customers billed by such Participant for local sewerage charges as of the last day of the quarter,

(b) the total number of all customers billed for local sewerage charges by such Participant as of such day, and

(c) the total water consumption during such quarter for all customers billed for local sewerage charges by such Participant other than Residential Customers.

The quarterly water consumption report shall be taken from water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of the customer. Where actual sewage flow from an individual customer is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption. The total quarterly water consumption report in cubic feet shall be divided by 2,250 to determine the number of Residential Customer equivalents represented by each Participant's customers other than single family residences. Metro shall maintain a permanent record of the quarterly customer reports from each Participant.

The District's first quarterly report shall cover the first quarterly period following the date when sewage is first delivered to Metro and shall be submitted within thirty days following the end of the quarter. Succeeding reports shall be made for each quarterly period thereafter and shall be submitted within thirty (30) days following the end of the quarter.

2. (a) To form a basis for determining the monthly sewage disposal charge to be paid by each Participant during any particular quarterly period, Metro shall ascertain the number of Residential Customers and Residential Customer equivalents of each Participant. This determination shall be made by taking the sum of the actual number of Residential customers reported as of the last day of the next to the last preceding quarter and the average number of Residential Customer Equivalents per quarter reported for the four quarters ending with said next to the last preceding quarter, adjusted for each Participant to eliminate any Residential Customers or Residential Customer equivalents whose sewage is delivered to a governmental agency other than Metro or other than a Participant for disposal outside of the Metropolitan Area.

(b) For the initial period until the District shall have submitted six consecutive quarterly reports, the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in this subparagraph (b). On or before the tenth day of each month beginning with the month prior to the month in which sewage from the District is first delivered to Metro, the District shall submit a written statement of the number of Residential Customers and Residential Customer equivalents estimated to be billed by the District during the next succeeding month. For the purpose of determining the basic reported number of Residential Customers and

Residential Customer equivalents of the District for such next succeeding month, Metro may at its discretion adopt either such estimate or the actual number of Residential Customers and Residential Customer equivalents reported by the District as of the last day of the next to the last preceding reported quarter. After the District shall have furnished six consecutive quarterly reports the reported number of Residential Customers and Residential Customer equivalents of the District shall be determined as provided in the immediately preceding subparagraph (a).

(c) If the District shall fail to submit the required monthly and/or quarterly reports when due, Metro may make its own estimate of the number of Residential Customers and Residential Customer equivalents of the District and such estimate shall constitute the reported number for the purpose of determining sewage disposal charges.

3. The monthly sewage disposal charge payable to Metro shall be determined as follows:

(a) Prior to July 1st of each year Metro shall determine its total monetary requirements for the disposal of sewage during the next succeeding calendar year. Such requirements shall include the cost of administration, operation, maintenance, repair and replacement of the Metropolitan Sewerage System, establishment and maintenance of necessary working capital and reserves, the requirements of any resolution providing for the issuance of revenue bonds of Metro to finance the acquisition, construction or use of sewerage facilities, plus not to exceed 1% of the foregoing requirements for general administrative overhead costs.

(b) To determine the monthly rate per Residential Customer or Residential Customer equivalent to be used during said next succeeding calendar year, the total

monetary requirements for disposal of sewage as determined in subparagraph 3(a) of this section shall be divided by twelve and the resulting quotient shall be divided by the total number of Residential Customers and Residential Customer equivalents of all Participants for the October-December quarter preceding said July 1st, ~~provided, however,~~  
~~that the monthly rate shall not be less than Two Dollars (\$2.00) per month per Residential Customer or Residential Customer equivalent at any time during the period ending July 31, 1972.~~

(c) The monthly sewage disposal charge paid by each Participant to Metro shall be obtained by multiplying the monthly rate by the number of Residential Customers and Residential Customer equivalents of the Participant. An additional charge may be made for sewage or wastes of unusual quality or composition requiring special treatment, or Metro may require pretreatment of such sewage or wastes. An additional charge may be made for quantities of storm or ground waters entering those Local Sewerage Facilities ~~which are constructed after January 1, 1961~~ in excess of the minimum standard established by the general rules and regulations of Metro.

4. The parties acknowledge that, by resolution of the Metropolitan Council, Metro may impose a charge or charges directly on the future customers of a Participant for purposes of paying for capacity in Metropolitan Sewerage Facilities and that such charges shall not constitute a breach of this agreement or any part thereof. The proceeds of said charge or charges, if imposed, shall be used only for capital expenditures or defeasance of outstanding revenue bonds prior to maturity.

In the event such a charge or charges are imposed, the District shall, at Metro's request, provide such information regarding new residential customers and

residential customer equivalents as may be reasonable and appropriate for purposes of implementing such a charge or charges.

5. A statement of the amount of the monthly sewage disposal charge shall be submitted by Metro to each Participant on or before the first day of each month and payment of such charge shall be due on the last day of such month. If any charge or portion thereof due to Metro shall remain unpaid for fifteen days following its due date, the Participant shall be charged with and pay to Metro interest on the amount unpaid from its due date until paid at the rate of 6% per annum, and Metro may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

6. The District irrevocably obligates and binds itself to pay its sewage disposal charge out of the gross revenues of the sewer system of the District. The District further binds itself to establish, maintain and collect charges for sewer service which will at all times be sufficient to pay all costs of maintenance and operation of the sewer system of the District, including the sewage disposal charge payable to Metro hereunder and sufficient to pay the principal of and interest on any revenue bonds of the District which shall constitute a charge upon such gross revenues. It is recognized by Metro and the District that the sewage disposal charge paid by the District to Metro shall constitute an expense of the maintenance and operation of the sewer system of the District. The District shall provide in the issuance of future sewer revenue bonds of the District that expenses of maintenance and operations of the sewer system of the District shall be paid before payment of principal and interest of such bonds. The District shall have the right to fix its own schedule of rates and charges for sewer service provided that same shall produce revenue

sufficient to meet the covenants contained in this Agreement.

Section 2. Effective Date of Amendment. This amendment shall take effect at the beginning of the first quarter following the date first written above with quarters beginning January 1, April 1, July 1, and October 1.

Section 3. Basic Agreement Unchanged. Except as otherwise provided in this amendment, all provisions of the basic agreement shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

WOODINVILLE WATER DISTRICT

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

MUNICIPALITY OF  
METROPOLITAN SEATTLE

\_\_\_\_\_  
Gary Zimmerman  
Chair of the Council

ATTEST:

\_\_\_\_\_

**WOODINVILLE WATER DISTRICT  
SERVICE AREA AGREEMENTS INVENTORY**

40278.02  
6/1/2006

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
City of Bothell	B-1	X	Dec. 28, 1993	Interlocal Agreement for WWD to provide sewer service to a portion of Bothell		Exhibit A - No legal description, map is included
	B-2	X	Sep. 9, 1997	Interlocal Agreement for WWD to provide service to an area by connecting to Bothell Sewer Line		Exhibit A - No legal description, map is included
	B-3	X	Oct. 5, 1998	Interlocal Agreement for Bothell to provide service for property within WWD boundary		Exhibit A - No legal description, map is included
	B-4	X	Sep. 10, 2001	Agreement for Interim Sewer Service for WWD to provide sewer service to Ozegovic Short Plat	X	Exhibit A is legal description (with error) see K.C. Rec#9302231292, no map
	B-5		Oct. 15, 2001	Agreement for Interim Sewer Service for WWD to provide sewer service to Wolfe Ridge Short Plat	X	Wolfe Ridge Short Plat Agreement not signed

B-1

INTERLOCAL AGREEMENT

THIS AGREEMENT is made this 28 day of December, 1993, by and between the City of Bothell, a Washington municipal corporation, (hereinafter the "City"), and the Woodinville Water District, a special purpose district formed under chapter 57.04 of the Revised Code of Washington, (hereinafter the "District").

WHEREAS, the District and the City are the owners and operators of sewer systems in King County, Washington; and

WHEREAS, the District desires to provide sewer service to an area (the "Service Area") within the corporate boundaries of the District, as such area is depicted in Exhibit A, attached hereto and by this reference incorporated herein; and

WHEREAS, the City owns and operates a gravity sewer line, (the "Sewer Line"), as the same is depicted in Exhibit A and shown adjacent to the Service Area; and

WHEREAS, the District desires to connect to the City's Sewer Line in order to provide service to the Service Area; and

WHEREAS, the City is willing to allow the District to connect the Sewer Line to provide sewer service to the Service Area, subject to certain terms and conditions as set forth in this Agreement; and

WHEREAS, the District and City are authorized by chapter 39.34 RCW to enter into interlocal agreements for joint action;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

Section 1. Sewer Service.

- A. Area of Service. The City agrees to permit the District to connect to the Sewer Line at a point determined by the City, for the purpose of providing sewer service to the Service Area as described in Exhibit A. This Agreement shall only authorize the District to provide sewer service to the property within the Service Area, unless both parties execute a written amendment modifying this Agreement.
- B. Connection Point. The City shall designate a connection point to the Sewer Line for the District's sewer system. Prior to construction of the connection between the City and District's sewer systems, the District shall submit plans and specifications for such connection to the City for approval. All costs associated with the installation of the connection, including, but not limited to, City permit and inspection fees, shall be borne by the District. The District shall construct and install, at its sole expense, the connection from the District's sewer system to the City's Sewer Line, together with any appurtenances necessary to make such connection. At least three days prior to the District's intent to initiate service through the City's Sewer Line, the District shall notify the City, so that the City may

inspect such connection and make any required adjustments to the Sewer Line. The District shall not provide service through the Sewer Line until the City has inspected and approved the construction and installation of the facilities necessary for such connection.

C. Monthly Service Charge

1. Definitions. The "monthly service charge" described in this Agreement shall be determined by the City under the following method:
  - a) First by deducting the City's costs for billing, METRO's fees and the Engineering Department's costs for design and review from the City's multi-family rate, as established by Bothell Municipal Code Section 13.02.210. The City's multi-family rate is based on a "residential customer equivalent," as defined by the applicable METRO rules and regulations, as the same currently exist or which may be amended in the future. At the time of the execution of this Agreement, the applicable METRO "residential customer equivalent" is measured at seven hundred and fifty (750) cubic feet of water used per month.
  - b) The above rate shall then be multiplied by eighty per cent (80%) to determine a monthly

multi-family unit cost based on an average consumption of six hundred (600) cubic feet.

c) This monthly multi-family unit cost (or monthly service charge) will be multiplied by the number of multi-family units receiving service within the Service Area.

2. Recalculation of Monthly Service Charge. The

monthly service charge shall be re-calculated annually by the City. Subsequent billings shall be revised to reflect the new monthly service charge. The monthly service charge shall be imposed on the District for each multi-family unit connected to the Sewer Line, which is located in the Service Area.

3. Reporting to the City. The District agrees to report to the City the number of multi-family units receiving sewer service within the Service Area if any changes occur from the number receiving service on the annual anniversary date of this Agreement from the prior year.

4. Billing and Payment. The monthly service charge described in this section shall be billed by the City to the District once per month. Invoices sent to the District shall be due and payable to the City within thirty (30) days of the date of such billing; thereafter, any unpaid balance shall be

delinquent and subject to a penalty of one percent (1%) per month of the amount of the overdue balance until paid.

- D. Monitoring and Metering Flow Rates. The City may monitor the flow rate by metering and recording flows at the connection point for the purpose of determining the sulfide level or other substances in the flow that would cause damage or deterioration to the City's Sewer Line or sewer system. The District shall not discharge a flow into the City's sewer system containing a sulfide level greater than 0.5 - 1.0 mg/L.

Section 2. Effective Date and Term. The services and obligations set forth in Section 1 hereinabove shall be performed from and after the date of the execution of this Agreement for a term of five years, and shall be automatically renewed every five years thereafter, unless terminated as set forth in this Agreement. Nothing contained in this section shall preclude the City's annual re-calculation of the monthly service charge as set forth in Section 1.

Section 3. Operation and Maintenance. Operation and maintenance of the Sewer Line within the City shall be the responsibility of the City. The District shall have the responsibility to operate and maintain its sewer facilities, the connection and any other appurtenances constructed by the District pursuant to Section 1.

In the event that the District either (a) discharges any substance into the City's sewer system or (b) commits any act or omission, which is the proximate cause of any damage or premature deterioration of the City's Sewer Line or sewer system, the District shall be liable for the full costs of any inspection, repair and/or replacement of the affected City Sewer Line or sewer facilities. \*

Section 4. Indemnification.

A. District indemnification of City. The District hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the District's own employees to which the District might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the District, its agents, servants, officers or employees in performing this Agreement are the proximate cause. This covenant of indemnification shall include, but not be limited by this reference to, claims against the City arising as a result of the negligent acts or omissions of the District, its officers, officials, agents or representatives, in the performance of work or services permitted under this Agreement. Inspection or acceptance

by the City of any work performed by the District at the time of completion shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the District refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the District, then the District shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

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 damage to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents

or representatives, the District's liability hereunder shall only be to the extent of the District's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

B. **City's Indemnification of District.** The City hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the District, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the City's own employees to which the City might otherwise be immune under Title 51 RCW, arising from injury or death to any person or damage to property of which the negligent acts or omissions of the City, its agents, servants, officers or employees in performing this Agreement are the proximate cause. This covenant of indemnification shall include, but not be limited by this reference to, claims against the District arising as a result of the negligent acts or omissions of the City, its officers, officials, agents or representatives, in the performance of work or services permitted under this Agreement. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims

which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the City refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the City, then the City shall pay all of the District's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and costs of the District, including reasonable attorneys' fees of recovering under this indemnification clause.

It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 5. Insurance. The District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to the District, its officers, officials, employees, agents and representatives. The District's insurance shall be commercial general liability insurance written on an occurrence basis with limits no less than

\$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate for personal injury, bodily injury and property damage. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of the District.

The insurance obtained by the District shall name the City, its officers, officials, employees and agents as insureds with regard to activities performed by or on behalf of the District. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or representatives. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The District's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents or representatives. Any insurance maintained by the City shall be in excess of the District's insurance and shall not contribute with it. The District agrees to require that the City be named as an insured on the insurance policy of any contractor performing a District public works contract in the Service Area, and the City agrees to require that the District is a named insured on the insurance policy of any City contractor performing a public works contract in the Service Area.

The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Any failure to comply with the reporting provisions of the policy(ies) shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Section 6. Modification. The City and District hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement, executed by both parties.

Section 7. Termination, Breach.

- A. If the District violates or fails to comply with any of the terms of the provisions of this Agreement, or through negligence fails to heed or comply with any notice given the District under the provisions of this Agreement, the City shall give notice to the District of its intent to terminate this Agreement within thirty (30) days. The District shall immediately respond to the City's notice, by stating the reason for the breach, describing all steps being taken by the District to cure the breach, and the date proposed by the District for compliance. If the City finds that the District's explanation, attempts to cure and proposed date for compliance with the terms of this Agreement are reasonable under the circumstances,

the City may allow the District a reasonable time to cure the breach. Otherwise, the City may, without prejudice to any other right or remedy and after giving the District thirty (30) days written notice of termination, terminate this Agreement. In the event that the City terminates this Agreement under this subsection A, the City may either require the District to remove its connection from the Sewer Line within a certain period of time at the District's cost, or the City may take action to remove the connection at the District's cost.

- B. Either party may otherwise terminate this Agreement for any reason by providing two (2) year advance written notice to the other party. The District shall, within two (2) years of the written notice of such termination, remove its connection from the Sewer Line at the District's cost.

Section 8. Assignment. The District shall not agree to an assumption of the Service Area by another municipality without the consent of the City. An assumption which occurs by operation of law without the consent of the District is not an assignment for purposes of this agreement. The District shall notify the City within ten (10) days of receipt of notification of a proposed assumption of the Service Area.

Section 9. Successors and Assigns. All of the provisions, conditions, regulations and requirements contained in this

Agreement shall be binding upon the successors and assigns of the District, as if they were specifically mentioned herein.

Section 10. Governing Law, Jurisdiction of Disputes. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in King County Superior Court, King County Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all its costs and expenses, including attorney's fees, expert witness fees or other witness fees, and any such fees and expenses incurred on appeal.

Section 11. Notices. Any notice or other communication hereunder shall be given to the parties at the addresses stated herein, and shall be in writing.

Section 12. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

Section 13. Waiver. No term or provisions herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

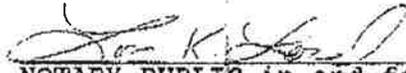
Section 14. Entire Agreement. This Agreement, including its Exhibits and all documents referenced herein, constitutes the entire agreement between the District and the City and supersedes all proposals, oral and written, between the parties on the subject.



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Dir. Boudreau is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-27 93

  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: Seattle  
My Commission expires: 05-15-96



19-2

**INTERLOCAL AGREEMENT**

THIS AGREEMENT is made this 9<sup>th</sup> day of September, 1997, by and between the City of Bothell, a Washington municipal corporation, (hereinafter the "City"), and the Woodinville Water District, a special purpose district formed under Chapter 57.04 of the Revised Code of Washington, (hereinafter the "District").

WHEREAS, the District and the City are the owners and operators of sewer systems in King County, Washington; and

WHEREAS, the District desires to provide sewer service to an area (the "Service Area") within the corporate boundaries of the District, as such area is depicted in Exhibit A, attached hereto and by this reference incorporated herein; and

WHEREAS, the City owns and operates a gravity sewer line, (the "Sewer Line"), as the same is depicted in Exhibit A and shown adjacent to the Service Area; and

WHEREAS, the District desires to connect to the City's Sewer Line in order to provide service to the Service Area; and

WHEREAS, the City is willing to allow the District to connect the Sewer Line to provide sewer service to the Service Area, subject to certain terms and conditions as set forth in this Agreement; and

WHEREAS, the City is willing to allow the District to connect the Sewer Line to provide sewer service to the Service Area, subject to certain terms and conditions as set forth in this Agreement; and

WHEREAS, the District and City are authorized by Chapter 39.34 RCW to enter into interlocal agreements for joint action;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

Section 1. Sewer Service.

- A. Area of Service. The City agrees to permit the District to connect to the Sewer Line at a point determined by the City, for the purpose of providing sewer service to the Service Area as described in Exhibit A. This Agreement shall only authorize the District to provide sewer service to the property within the Service Area, unless both parties execute a written amendment modifying this Agreement.
- B. Connection Point. The District has an established connection point to the Sewer Line for the District's sewer system (see Exhibit A). Prior to construction of any additional connections between the City and District's sewer systems, the District shall submit plans and specifications for such connection to the City for approval. All costs associated with the installation of the connection, including but not limited to, City permit and inspection fees, shall be borne by the District. The District shall construct and install, at its sole expense, the connection from the District's sewer system to the City's Sewer Line, together with any appurtenances necessary to make such connection. At least three days prior to the District's intent to initiate service through the City's Sewer Line, the District shall notify the City, so that the City may inspect such connection and make any required adjustments to the Sewer Line. The District shall not provide service through the Sewer Line until the City has inspected and approved the construction and installation of the facilities necessary for such connection.

C. Monthly Service Charge.

1. Definitions. The "monthly service charge" described in this Agreement shall be determined by the City under the following method:
  - a) For Single-Family Residences: First by deducting the City's costs for billing, METRO's fees, and the Engineering Department's costs for design and review from the City's applicable customer class rates, as established by Bothell Municipal Code Section 13.02.210. The City's rate is based on a "residential customer equivalent," as defined by the applicable METRO rules and regulations, as the same currently exist or which may be amended in the future. At the time of the execution of this Agreement, the applicable METRO "residential customer equivalent" is measured at seven hundred and fifty (750) cubic feet of water used per month.
  - b) For Multi-Family Residences: the above rate shall then be multiplied by eighty per cent (80%) to determine a monthly multi-family unit cost based on an average consumption of six hundred (600) cubic feet.
  - c) The monthly unit costs (or monthly service charge) will be multiplied by the number of customers receiving service within the Service Area.
2. Recalculation of Monthly Service Charge. The monthly service charge shall be re-calculated annually by the City. Subsequent billings shall be revised to reflect the new monthly service charge. The monthly service

charge shall be imposed on the District for each customer connected to the Sewer Line, which is located in the Service Area.

3. Reporting to the City. The District agrees to report to the City the number of customers receiving sewer service within the Service Area if any changes occur from the number receiving service on the annual anniversary date of the Agreement from the prior year.
  4. Billing and Payment. The monthly service charge described in this Section shall be billed by the City to the District once per month. Invoices sent to the District shall be due and payable to the City within thirty (30) days of the date of such billing; thereafter, any unpaid balance shall be delinquent and subject to a penalty on one percent (1%) per month of the amount of the overdue balance until paid.
- D. Monitoring and Metering Flow Rates. The City may monitor the flow rate by metering and recording flows at the connection point for the purpose of determining the sulfide level or other substances in the flow that would cause damage or deterioration to the City's Sewer Line or sewer system. The District shall not discharge a flow into the City's sewer system containing a sulfide level greater than 0.5 - 1.0 mg/L.

Section 2. Effective Date and Term. The services and obligations set forth in Section 1 hereinabove shall be performed from and after the date of the execution of this Agreement for a term of five years, and shall be automatically renewed every five years thereafter, unless terminated as set forth in this Agreement. Nothing contained in this section shall preclude the City's annual re-calculation of the monthly service charge as set forth in Section 1.

Section 3. Operation and Maintenance. Operation and maintenance of the Sewer Line within the City shall be the responsibility of the City. The District shall have the responsibility to operate and maintain its sewer facilities, the connection and any other appurtenances constructed by the District pursuant to Section 1.

In the event that the District either (a) discharges any substance into the City's sewer system or (b) commits any act or omission, which is the proximate cause of any damage or premature deterioration of the City's Sewer Line or sewer system, the District shall be liable for the full costs of any inspection, repair, and/or replacement of the affected City Sewer Line or sewer facilities.

Section 4. Indemnification.

- A. **District indemnification of City.** The District hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, officials, employees, agents, and representatives from any and all claims, costs, judgments, awards or liability to any person, including claims by the District's own employees to which the District might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the District, its agents, servants, officers, or employees in performing this Agreement are the proximate cause. This covenant of indemnification shall include, but not be limited by this reference to, claims against the City arising as a result of the negligent acts or omissions of the District, its officers, officials, agents, or representatives, in the performance of work or services permitted under this Agreement. Inspection or acceptance by the City of any work performed by the District at the time of completion shall not be

grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the District refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the District, then the District shall pay all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and costs of the City, including reasonable attorneys' fees of recovering under this indemnification clause.

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 damage to property caused by or resulting from the concurrent negligence of the District and the City, its officials, employees, agents, or representatives, the District's liability hereunder shall only be to the extent of the District's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

B. **City's Indemnification of District.** The City hereby releases, covenants not to bring suit and agrees to indemnify, defend, and hold harmless the District, its officers, officials, employees, agents, and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by the City's own employees to which the City might otherwise be immune under Title 51 RCW, arising from injury or death to any person or damage to property of which the negligent acts or omissions of the City, its agents, servants, officers, or employees in performing this Agreement are the proximate cause. This covenant of indemnification shall include, but not be limited by this reference to, claims against the District arising as a result of the negligent acts or omissions of the City, its officers, officials, agents, or representatives, in the performance of work or services permitted under this Agreement. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that the City refuses the tender of defense in any suit or claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter) to have been a wrongful refusal on the part of the City, then the City shall pay all of the District's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and costs of the District, including reasonable attorneys' fees of recovering under this indemnification clause.

It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 5. Insurance. This District shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted hereunder to the District, its officers, officials, employees, agents, and representatives. The District's insurance shall be commercial general liability insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 aggregate for personal injury, bodily injury, and property damage. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductible or self-insured retention shall be the sole responsibility of the District.

The insurance obtained by the District shall name the City, its officers, officials, employees, and agents as insureds with regard to activities performed by or on behalf of the District. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, or representatives. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The District's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents, or representatives. Any insurance maintained by the City shall be in excess of the District's insurance and shall not contribute with it. The District agrees to require that the City be named as an insured on the insurance policy of any contractor performing a District

public works contract in the Service Area, and the City agrees to require that the District is named insured on the insurance policy of any City contractor performing a public works contract in the Service Area.

The insurance policy or policies required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Any failure to comply with the reporting provisions of the policy(ies) shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

Section 6. Modification. The City and District hereby reserve the right to alter, amend, or modify the terms and conditions of this Agreement upon written agreement, executed by both parties.

Section 7. Termination. Breach.

- A. If the District violates or fails to comply with any of the terms of the provisions of this Agreement, or through negligence fails to heed or comply with any notice given the District under the provisions of this Agreement, the City shall give notice to the District of its intent to terminate this Agreement within thirty (30) days. The District shall immediately respond to the City's notice, by stating the reason for the breach, describing all steps being taken by the District to cure the breach, and the date proposed by the District for compliance. If the City finds that the District's explanation, attempts to cure, and proposed date for compliance with the terms of this Agreement are reasonable under the circumstances, the City may allow the District a reasonable time to cure the breach. Otherwise, the City may, without prejudice to any other right or remedy and after giving the District thirty

(30) days written notice of termination, terminate this Agreement. In the event that the City terminates this Agreement under this subsection A, the City may either require the District to remove its connection from the Sewer Line within a certain period of time at the District's cost, or the City may take action to remove the connection at the District's cost.

- B. Either party may otherwise terminate this Agreement for any reason by providing two (2) year advance written notice to the other party. The District shall, within two (2) years of the written notice of such termination, remove its connection from the Sewer Line at the District's cost.

Section 8. Assignment. The District shall not agree to an assumption of the Service Area by another municipality without the consent of the City. An assumption which occurs by operation of law without the consent of the District is not an assignment for purposes of this agreement. The District shall notify the City within ten (10) days of receipt of notification of a proposed assumption of the Service Area.

Section 9. Successors and Assigns. All of the provisions, conditions, regulations, and requirements contained in this Agreement shall be binding upon the successors and assigns of the District, as if they were specifically mentioned herein.

Section 10. Governing Law, Jurisdiction of Disputes. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in King County Superior Court, King County Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all its costs and expenses, including attorneys' fees, expert witness fees or other witness fees, and any such fees and expenses incurred on appeal.

Section 11. Notices. Any notice or other communication hereunder shall be given to the parties at the addresses stated herein, and shall be in writing.

Section 12. Severability. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

Section 13. Waiver. No term or provisions herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 14. Entire Agreement. This Agreement, including its Exhibits and all documents referenced herein, constitutes the entire agreement between the District and the City and supersedes all proposals, oral and written, between the parties on the subject.

Section 15. Filing. Copies of this Agreement shall be filed with the Bothell City Clerk, the King County Department of Records and Elections, and the Secretary of the State of Washington, prior to its entry into force.



IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year above written.

CITY OF BOTHELL

WOODINVILLE WATER DISTRICT

By: [Signature]  
Its: City Manager

By: [Signature]  
Its: acting GM

APPROVED AS TO FORM:  
[Signature]  
City Attorney

APPROVED AS TO FORM:  
[Signature]  
Water District Attorney



ATTEST/AUTHENTICATED:

Jean Lightbourn  
City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know of have satisfactory evidence that Richard Kirkwood is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Manager of the City of Bothell to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 9, 1997

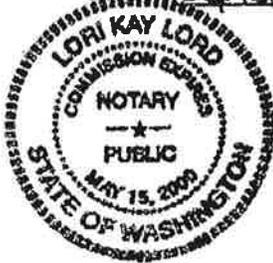


Lori Kay Lord  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Smohomish  
My Commission expires: 05-15-00

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know of have satisfactory evidence that Greg Rubstello is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Attorney of the City of Bothell to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 9, 1997



Lori Kay Lord  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Smohomish  
My Commission expires: 05-15-00

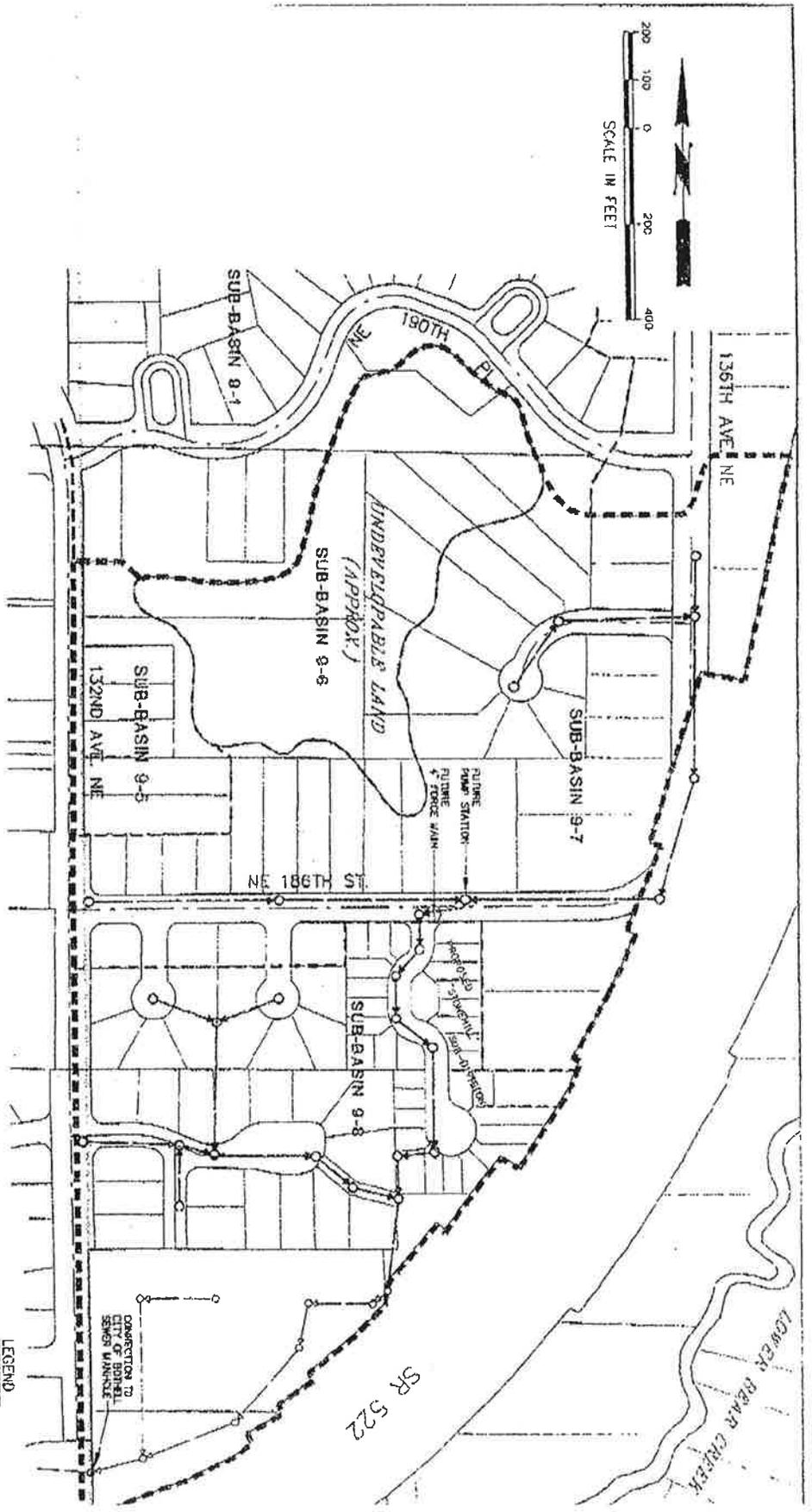
- NOTES:**
1. SUB-BASIN 8-8 IS LOW YIELD "WETLAND" NOT LIKELY TO BE DEVELOPED.
  2. POC = 1 DRAINAGE UNIT WITH AN ALLOWANCE OF 300 GPD
  3. SUB-BASIN 9-5 CONSISTS OF 5 EXISTING LOTS WHICH CANNOT PRACTICALLY BE SERVED BY GRAVITY
  4. PEAK FLOW = 84 GPM/Acre

SUB-BASIN	AREA (ACRES)	CURRENT CONNECTIONS (POC'S)	PROPOSED CONNECTIONS (POC'S)	ESTIMATED FUTURE PEAK FLOW (GPM)					
9-5	3.2 AC	0	0	5	0	0	0	0	4
9-6	8.1 AC	0	0	0	0	0	0	0	0
9-7	18.3 AC	0	0	31	40	71	0	0	50
9-8	18.2 AC	41	35	29	4	109	35	35	92
TOTAL	48.7 AC	41	35	65	44	185	35	35	156

**EXHIBIT A**

**SEWER BASIN 9 SOUTH**

DATE: 2-19-

**LEGEND**

- DISTINGUISH SEWER & MANHOLE
- PROPOSED SEWER & MANHOLE
- BASIN & SOUTH BOUNDARY
- SUB-BASIN BOUNDARY

B-3

**INTERLOCAL AGREEMENT BETWEEN WOODINVILLE WATER DISTRICT AND THE CITY OF BOTHELL FOR BOTHELL SANITARY SEWER SERVICE IN WOODINVILLE WATER DISTRICT SERVICE AREA**

This Agreement is made and entered into between the City of Bothell, a municipal corporation in the state of Washington, hereinafter referred to as "Bothell," and the Woodinville Water District, a municipal corporation in the state of Washington, hereinafter referred to as "District."

WITNESSETH:

WHEREAS, both Bothell and the District are authorized by state law to enter into cooperative agreements; and

WHEREAS, both Bothell and the District are authorized by state law to provide sanitary sewer service; and

WHEREAS, the area described and designated on Exhibit "A" (attached hereto and by this reference incorporated herein) is in the service area of the District and in the City of Woodinville; and

WHEREAS, said area is not presently serviced through District infrastructure; and

WHEREAS, Bothell plans to provide service capacity to its adjoining service area by a sanitary sewer main-line installation in the public right-of-way on 132nd Avenue N.E. as shown on Exhibit A, and such line has the capacity and availability to provide service to that portion of the District service area described and designated on Exhibit A; and

WHEREAS, both parties are desirous, where possible and convenient, to mutually assist one another,

NOW, THEREFORE, the parties agree as follows:

**SECTION 1. PURPOSE**

The purpose of this Agreement is to provide sanitary sewer service in a reasonable manner to the District service area depicted on Exhibit A in addition to the adjoining area within the Bothell service area by the installation of a sanitary sewer main-line by Bothell in the public right-of-way on 132nd Avenue N.E.

GRP/PR#  S.F.

PROJ NAME: Goldline/Bothell

FILE: 8-1-APP

## SECTION 2. SEWER SERVICE/RATES AND CHARGES

The District agrees that Bothell may provide sanitary sewer service to properties within the Woodinville Water District service area and within the City of Woodinville depicted and described on Exhibit A according to the provisions for sanitary sewer service, including applicable rates and charges for sewer service outside the city limits provided for in the Bothell Municipal Code.

## SECTION 3. WAIVER OF ANNEXATION AGREEMENT

Bothell agrees to waive its normal requirement for utility service outside the city limits requiring that the property owners applying to receive service sign an annexation agreement (City Council Resolution No. 635).

## SECTION 4. USE OF EASEMENT

The District agrees that Bothell may construct, maintain and operate a sanitary sewer main-line within the District's easement through the City of Woodinville's right-of-way as depicted and designated on Exhibit A. All costs of installation and maintenance shall be solely the responsibility of Bothell.

## SECTION 5. BOTHELL CODES

The District agrees that Bothell shall regulate connection, permits, rates, billing, and other sewer service matters regulated in Bothell Municipal Code Chapter 18.03, its successor, and as said chapter may be amended from time to time, with respect to all properties within the service area depicted on Exhibit A that apply to Bothell for sewer service from the sanitary sewer main line installed by Bothell pursuant to this Agreement. Bothell shall be entitled to exercise without limitation herein its full regulatory powers and legal rights with respect to sewer service to properties within said service area connecting to the sewer main extension authorized by this Agreement.

## SECTION 6. ASSIGNMENT

Neither party shall have the right to assign this Agreement or its rights or obligations hereunder, in whole or in part, to any entity without the prior written consent of the other party, and neither party shall have the right to terminate its obligations hereunder by dissolution or otherwise.

SECTION 7. HOLD HARMLESS/INDEMNIFICATION

Bothell agrees to indemnify, defend and hold the District, its employees, agents and elected and appointed officials harmless from any and all claims which may be made against them arising out of the performance of the activities described in this agreement, to the extent of the negligence of Bothell, its employees, and elected and/or appointed officials.

The District agrees to indemnify, defend and hold Bothell, its employees, agents and elected and appointed officials harmless from and all claims which may be made against them arising out of the performance of the activities described in this agreement, to the extent of the negligence of the District, its employees and elected and/or appointed officials.

SECTION 8. EFFECTIVE DATE/TERMINATION

This Interlocal Agreement shall become effective upon authorized signature by both parties and shall remain in effect in perpetuity or until amended or terminated by mutual agreement of the parties.

DATED this 5 day of October, 1998.

CITY OF BOTHELL

BY: Michael Caldwell  
CITY MANAGER

ATTEST/AUTHENTICATED:

Joanne Trudel  
CITY CLERK, JOANNE TRUDEL

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY: Greg Rubstello  
GREG A. RUBSTELLO

WOODINVILLE WATER DISTRICT

BY: [Signature]  
CHAIRMAN, BOARD OF COMMISSIONERS  
PRESIDENT



ATTEST/AUTHENTICATED

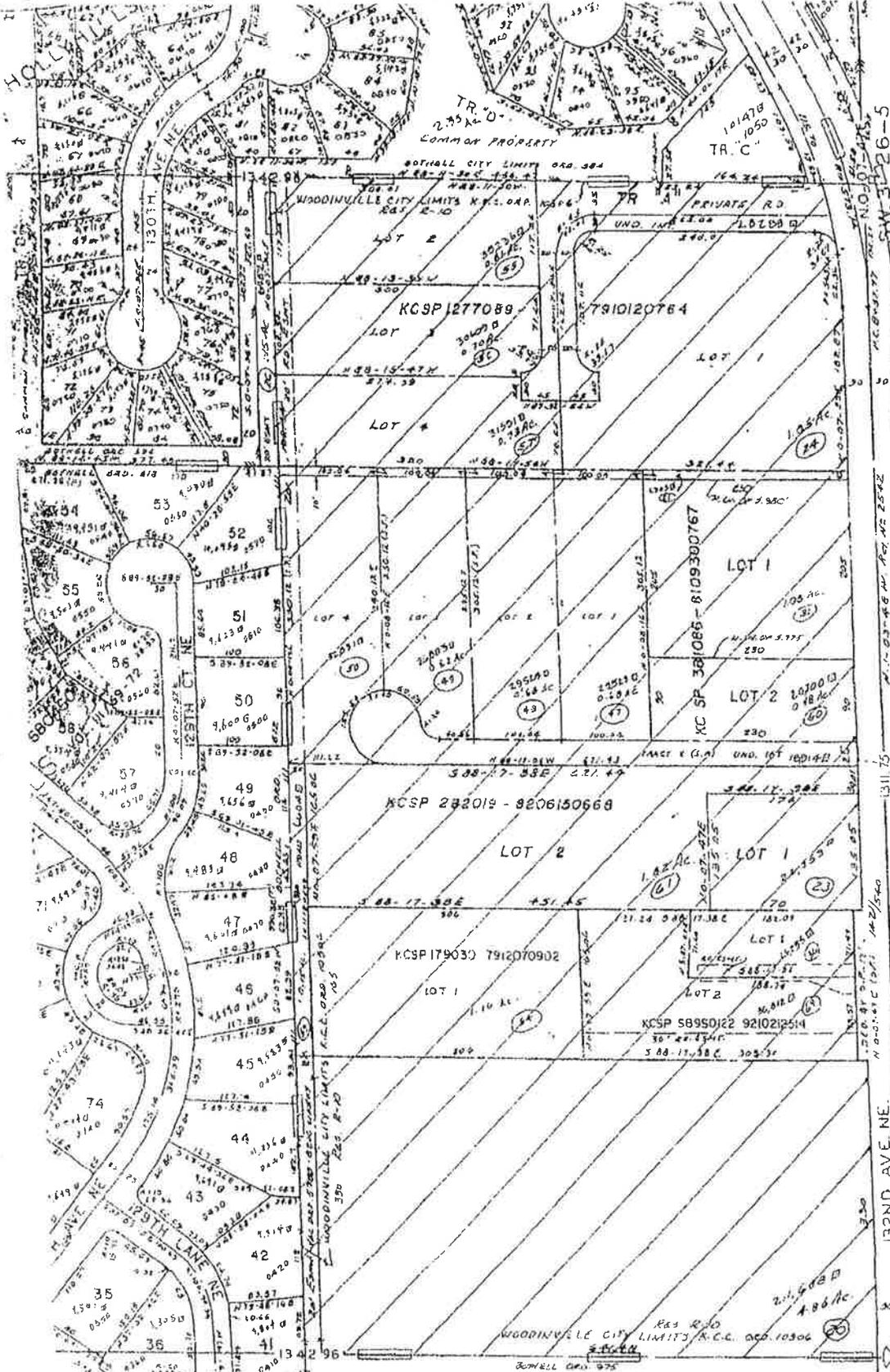
*LeAnne Maule*

~~CLERK~~ EXECUTIVE ASSISTANT

APPROVED AS TO FORM:  
WATER DISTRICT ATTORNEY

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

CAR194250.1.AGR/P0004.906500/B0004.



5-922-E-SM

2802 5th St. N. B. 4-10-00

1311 75

132ND. AVE. NE.

1311 75

EXHIBIT A

This map is based on Min. County Review Survey (Lambert G.S.) July 17/67

TOTAL 9.07

Pending Recording B-2

AGREEMENT FOR INTERIM SEWER SERVICE

This agreement is made this 10th day of SEPTEMBER, 2001, between the Woodinville Water District, a municipal corporation in King County, Washington ("District") and the City of Bothell, a municipal corporation in King County an Snohomish County, Washington ("City"); and Ahmet Ozegovic ("Owner/Developer").

Whereas, City is authorized to provide sewer service to customers located within its sewer service area, and District is authorized to provide sewer service to customers within its boundaries; and

Whereas, property is located within City's boundaries and its sewer service area known as OZEGOVIC SHORT PLAT and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the Property) is being developed for residential use; and

Whereas, development of the property will require extension of the public sewer service system; and

Whereas, City cannot provide sewer service to Property by extension of its sewer service system; however

Whereas, District's public sewer system is in proximity to the Property and District can provide interim sewer service to the Property; now therefore,

City agrees that District can provide and District agrees to provide interim sewer service to the Property under the following terms and conditions;

1. District's public sewer system shall be extended to the Property by the Owners/Developers of the Property pursuant to District's developer extension process incorporating the more stringent of the District's and City's standards and specifications.
2. As a condition of service and prior to connection to District's public sewer system, the Owners/Developers of Property shall pay to District all fees and charges District imposes as conditions of connection to its system. At such time in the future the Property is connected to the City's sewer system the Owner/Developer of its successors in interest shall pay the City its then current facility system development connection fee(s) required for new service connections.
3. District shall provide sewer service to the Property on the same terms and conditions as it provides service to similar property within District's boundaries and according to District's resolutions, rules and regulations.
4. City shall cooperate fully with District in all efforts to collect sewer service charges for sewer service provided to the Property, including joinder in lien foreclosure proceedings, if necessary; provided District shall bear all cost of collection, and shall reimburse City for any costs incurred by City in assisting District in collection.
5. Whenever City does provide permanent sewer service to the Property and upon thirty (30) days notice from City to District, the Property shall be disconnected from District's system and connected to City's sewer system, and title to the sewer system shall be transferred to City all at City's expense; thereafter the sewer system shall be maintained and operated by City as part of its public system.
6. "Interim" as used herein means until the City gives the notice to the District as provided for in Section 5 above.
7. "Sewer" system as used herein means the extension of the District's public sewer system constructed by the Developer per Section 1 above.

8. The District shall file this agreement with the King County Auditor's Office.
9. The terms and conditions of this Agreement shall be covenants running with the land which is the subject of this Agreement and shall be binding on the party's successors and assigns. The parties shall record this Agreement with King County Office of Records and Elections following its execution.

WOODINVILLE WATER DISTRICT

By *John K. Bannerman*  
By \_\_\_\_\_

*Robert Bannerman*  
(Print name here)

OWNER/DEVELOPER

By *Armet Gregoric*

ARMET GREGORIC

CITY OF BOTHELL



*JAMES V. THOMPSON*  
(Print name here)

*Approved as to  
Form and content  
Bethel City Atty.*

I certify that I know or have satisfactory evidence that ROBERT BANDARRA, signed this instrument, on oath stated that he is authorized to execute said instrument as General Manager of WOODINVILLE WATER DISTRICT, and acknowledged said instrument as the General Manager of WOODINVILLE WATER DISTRICT to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: March 28, 2001  
Deanna Gilbert  
(Signature)  
Deanna Gilbert  
(Print Name)  
Notary Public in and for the State of Washington  
Commission Expires: 1-30-04

I certify that I know or have satisfactory evidence that Arnet Ozeovic, signed this instrument, on oath stated that he/she is authorized to execute said instrument as \_\_\_\_\_ for CITY OF BOTHELL and acknowledged said instrument as the \_\_\_\_\_ for CITY OF BOTHELL to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: 8/21/01  
Julie E. Ewijk  
(Signature)  
Julie E. Ewijk  
(Print Name)  
Notary Public in and for the State of Washington  
Commission Expires: 04/04

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged is to be his/her free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
Notary Public in and for the State of Washington  
Commission Expires: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION



The south 102 feet of the north 132 feet of the west 469.47 feet of the 499.47 feet of the northeast quarter of the northwest quarter of Section 16, Township 26, Range 5 East, W.M. in King County, Washington.

Together with the north 30.00 feet of the east 499.47 feet, as measured at right angles, of the north half of the north half of the northeast quarter of the northwest quarter of said Section 16;

Except the east 30.00 feet thereof for road (124<sup>th</sup> Avenue Northeast);

(Also known as parcel A of City of Bothell lot line adjustment no. SPL0017-92, recorded under King County recording number 9302231292).

AGREEMENT FOR INTERIM SEWER SERVICE

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, between the Woodinville Water District, a municipal corporation in King County, Washington ("District") and the City of Bothell, a municipal corporation in King County an Snohomish County, Washington ("City"); and Critchlow Homes, Inc. ("Owner/Developer").

Whereas, City is authorized to provide sewer service to customers located within its sewer service area, and District is authorized to provide sewer service to customers within its boundaries; and

Whereas, property is located within City's boundaries and its sewer service area known as WOLFE RIDGE SHORT PLAT and legally described on Exhibit "A", which is attached hereto and incorporated by reference herein (the Property) is being developed for residential use; and

Whereas, development of the property will require extension of the public sewer service system; and

Whereas, City cannot provide sewer service to Property by extension of its sewer service system; however

Whereas, District's public sewer system is in proximity to the Property and District can provide interim sewer service to the Property; now therefore,

City agrees that District can provide and District agrees to provide interim sewer service to the Property under the following terms and conditions;

1. District's public sewer system shall be extended to the Property by the Owners/Developers of the Property pursuant to District's developer extension process incorporating the more stringent of the District's and City's standards and specifications.
2. As a condition of service and prior to connection to District's public sewer system, the Owners/Developers of Property shall pay to District all fees and charges District imposes as conditions of connection to its system. At such time in the future the Property is connected to the City's sewer system the Owner/Developer of its successors in interest shall pay the City its then current facility system development connection fee(s) required for new service connections.
3. District shall provide sewer service to the Property on the same terms and conditions as it provides service to similar property within District's boundaries and according to District's resolutions, rules and regulations.
4. City shall cooperate fully with District in all efforts to collect sewer service charges for sewer service provided to the Property, including joinder in lien foreclosure proceedings, if necessary; provided District shall bear all cost of collection, and shall reimburse City for any costs incurred by City in assisting District in collection.
5. Whenever City does provide permanent sewer service to the Property and upon thirty (30) days notice from City to District, the Property shall be disconnected from District's system and connected to City's sewer system, and title to the sewer system shall be transferred to City at all City's expense; thereafter the sewer system shall be maintained and operated by City as part of its public system.
6. "Interim" as used herein means until the City gives the notice to the District as provided for in Section 5 above.

7. "Sewer" system as used herein means the extension of the District's public sewer system constructed by the Developer per Section 1 above.
8. The District shall file this agreement with the King County Auditor's Office.
9. The terms and conditions of this Agreement shall be covenants running with the land which is the subject of this Agreement and shall be binding on the party's successors and assigns. The parties shall record this Agreement with King County Office of Records and Elections following its execution.

**WOODINVILLE WATER DISTRICT**

By *[Signature]*  
By *[Signature]*

*ROBERT BANIKKA*  
(Print name here)

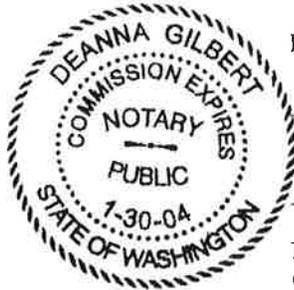
**CITY OF BOTHELL**

\_\_\_\_\_  
(Print name here)

**OWNER/DEVELOPER**

By \_\_\_\_\_  
\_\_\_\_\_

I certify that I know or have satisfactory evidence that ROBERT BANDARRA, signed this instrument, on oath stated that he is authorized to execute said instrument as General Manager of WOODINVILLE WATER DISTRICT, and acknowledged said instrument as the General Manager of WOODINVILLE WATER DISTRICT to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: October 15, 2001

Deanna Gilbert

(Signature)

DeAnna Gilbert

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: 1-30-04

I certify that I know or have satisfactory evidence that \_\_\_\_\_, signed this instrument, on oath stated that he/she is authorized to execute said instrument as

\_\_\_\_\_ for CITY OF BOTHELL and acknowledged said instrument as the

\_\_\_\_\_ for CITY OF BOTHELL to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

(Signature)

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged is to be his/her free and voluntary act for the uses and purposes mentioned in said instrument.

Dated: \_\_\_\_\_

(Signature)

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: \_\_\_\_\_

A G R E E M E N T

RECEIVED

FEB - 1 1985

KING COUNTY WATER DIST. 104

THIS AGREEMENT, made this 19th day of January, 1970, by and between CITY OF BOTHELL, a municipal corporation of the third class in King County, Washington, and KING COUNTY WATER DISTRICT NO. 104, a municipal corporation, herein called "City and "District," respectively,

WITNESSETH:

RECITAL A: By vote of the citizens residing therein, and pursuant to RCW 57.03.065, District is empowered to provide sanitary sewer services subject to approval of its comprehensive plan for such service by applicable State authorities.

RECITAL B: Insofar as is relevant to this agreement, City and District have a common boundary along the east margin of the west half of the northwest quarter of Section 4, Township 26 North, Range 5 East of the Willamette Meridian, King County, Washington, and District's westerly boundary thence runs southerly in a straight line projection of such common boundary, all as depicted in Exhibit A attached hereto and by this reference incorporated herein.

RECITAL C: City has heretofore, and prior to the time District was authorized to provide sewer service, constructed a trunk sanitary sewer line, pumping station and appurtenant facilities to serve an area depicted on Exhibit A and known as Hollyhills Mobile Estates. As a condition to providing such service, City required the owner of the lands proposed to be so served to petition City for annexation. Such annexation has been approved by City and is presently pending before the King County Boundary Review Board, with whom District has filed objections to such annexation.

RECITAL D: In connection with construction of such trunk sewer facilities, City comprehensively planned to provide sanitary sewer services by a gravity flow system to all areas bounded on the north by the Snohomish County line, on the east by 130th Avenue N.E., 130th Place N.E., and 132nd Avenue N.E., the south by the north margin of the right-of-way for State Highway SR 522, and on the west by the present limits

of District, all as depicted on Exhibit A.

RECITAL E: In addition, City has historically served both sewer and water services to an area lying east of District's west boundary but within the limits of City, lying immediately south of the Northern Pacific Railroad right-of-way, in Section 9, Township 26 North, range 5 East, W.M., as shown on Exhibit A.

RECITAL F: It is contemplated that the City would provide sewer service to that portion of the southwest quarter of Section 9 and the north half of the northwest quarter of Section 16, both in Township 26 North, Range 5 East, W.M., as shown on Exhibit A, which is tributary by gravity flow to existing sanitary sewer lines lying within the Juanita-Woodinville Way H.E., as shown on Exhibit A.

RECITAL G: To better enable both contracting parties to comprehensively plan to serve the areas under the jurisdiction of each, to provide water and sewer service with recognition of topography and proper engineering principles, and to eliminate conflicts where political boundaries overlap, the governing bodies of the respective parties have agreed to compromise their disputes as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties mutually covenant and agree as follows:

1. PENDING ANNEXATION: District will withdraw any and all objections heretofore filed with King County Boundary Review Board and will affirmatively notify such Board in writing that it supports the pending annexation.
2. FUTURE ANNEXATIONS BY CITY: In order that District can comprehensively plan and provide water and sewer service, City agrees not to annex any portion of District, except as described in Recitals D, E and F, by the resolution method, but may annex by the petition method.
3. AREA NOW SERVED BY CITY (RECITAL E): District shall not provide either water or sewer service, nor assess for water or sewer

facilities, the area mentioned in Recital E which is within the City limits, nor sewer service in the area described in Recital F without the prior written consent of the City.

4. WATER SERVICE TO BE PROVIDED BY DISTRICT: District is presently providing water service to portions of the area described in Recital D, and City has no present plans for providing a comprehensive water system within such area and has no objection to District serving such area or any portions thereof, notwithstanding subsequent annexation of all or portions thereof to City; PROVIDED that this paragraph shall never be construed as a waiver of City's right to acquire District's water distribution facilities within any area which is subsequently annexed to City under statutory authority. District shall comply with City standards of construction for water utilities and hydrants, shall submit plans and specifications for approval prior to installation, permit inspection by City during course of construction (at the expense of City) and shall provide reproducible "as built" drawings to the City upon completion.

5. JOINT WATER SERVICE FACILITIES: The parties, recognizing that population growth within the area described in Recital D, as well as the areas immediately east and west thereof, will require substantial water transmission or storage facilities to be constructed in the future at a point of highest elevation within the area described in Recital D, do therefore agree to cooperate and coordinate their plans for such construction and the financing thereof when the same are needed, taking into account at such time the areas being served by each with water service for which such facilities will be needed, at which time the parties will enter into further agreements in writing with respect to said joint facilities.

6. SEWER SERVICE TO AREA DESCRIBED IN RECITAL D: City may, but District shall not, provide sanitary sewer service in the area described in Recital D and the area referred to in Paragraph 3.

7. SEWER SERVICE BY CONTRACT BETWEEN CITY AND DISTRICT FOR AREAS WITHIN DISTRICT:

A. City agrees to contract with District to carry sewage generated within District through City's existing facilities, limited only by the then existing capacity of such facilities unless limitations in such capacity are enlarged at the expense of District or by agreement.

B. City hereby commits to District and agrees with District to provide sewer service by use of City's 21 inch sewer main located in the vicinity of Woodinville Drive and 113th Avenue Northeast in Section 8, Township 26 North, Range 5 East, W.M., in King County, Washington, to the extent of 1,000,000 gallons per day, subject to the terms of this contract, and subject to Paragraph 9 of this agreement, agrees to continue to carry sewage for the District through said main until alternate METRO facilities are available to the District, or as the parties shall otherwise mutually agree.

C. City agrees not to contract with any person, firm or corporation, other than District, to provide sewer service to the lands lying within District, except areas described in Recitals D, E and F, except with prior written consent of the District.

8. ADDITIONAL SEWAGE TRUNK FACILITIES: In sizing trunk sewer lines to be constructed in the future within the area described in Recital D, City agrees to consult with District and its engineers so as to provide adequate interim, or, if agreed, permanent capacity to carry projected sewage flows generated within District flowing westward to City's existing or future connections to the trunks of Municipality of Metropolitan Seattle (METRO). Similarly, in the event District should desire to construct a trunk sewer line running westerly through any portion of the area described in Recital D prior to City's having done so, then District shall size the same and conform to alignment in cooperation with City and its engineers. Financing, sharing of costs of construction contemplated by this paragraph, and the proportion thereof to be borne by each party shall abide further agreement, as well as trunkage charges or service charges to be paid by one party to the other for the use of the facilities of the other.

9. TRUNKAGE CHARGES: Trunkage charges or service charges payable by one party to the other shall be reasonable and shall be related to the cost of providing such service, and shall be provided by future agreement between the parties.

10. NOTICES TO REGULATORY AUTHORITIES: Either party may file a copy of this agreement with any and all State agencies having jurisdiction over approval of comprehensive sewer plans, and City will affirmatively indicate in writing to all such agencies that it has no objection to the comprehensive sewer plan of District now pending as such plan is modified by this agreement, or to the issuance of Certificate of Necessity.

11. ASSISTANCE IN COLLECTION OF SEWER CHARGES: In areas served with water by District but served by City with sewer service, District agrees, upon written request of City, to assist City in collection of delinquent sewer service charges by one of the methods provided by statute, that is, by shutting off water service to such user until delinquent sewer service charges payable to City, with penalties provided by ordinance, have been paid. City shall defend and save harmless the District against loss, damage or claim thereto asserted by any user whose water service has been stopped in aid of collection of City's sewer service charges.

12. FRANCHISES AND PERMITS: In the event City now or hereafter requires franchises to be issued for construction of utilities within its corporate limits, City agrees to issue such franchises without fee to the District in order that District will be able to provide the utilities services contemplated by this agreement. District shall comply with the provisions of Ordinance No. 414 of City (Street Cut Ordinance). Water and sewer mains and appurtenances of the District which must be relocated to accommodate regrading or relocation of streets shall be relocated at the expense of the District.

13. DISPUTES: In the event the parties are unable to agree with respect to any matter set forth in this agreement, or with respect to those matters referred to herein which are to be

resolved by future agreement, the parties agree to meet within thirty (30) days to negotiate in good faith to resolve said dispute. The parties may by mutual agreement seek the advice and recommendations of an impartial third party whose recommendation shall be advisory only. No court proceedings shall be instituted until after such a meeting has been held unless one of the parties fails or refuses to meet and negotiate in good faith within thirty (30) days after written request by the other party for such a meeting.

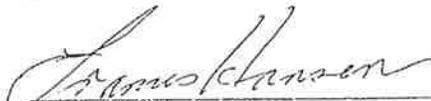
14. TERM: This agreement shall be for an indefinite term and shall be binding upon the respective bodies and their duly elected and appointed successors until modified or rescinded by mutual agreement.

15. AUTHORIZATION: The terms of this agreement were approved by the respective bodies and authority given to the officers executing the same by Resolution No. 303 of the City of Bothell and Resolution No. 309 of King County Water District No. 104.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date above written.

CITY OF BOTHELL

ATTEST:

  
CITY CLERK

BY

  
MAYOR

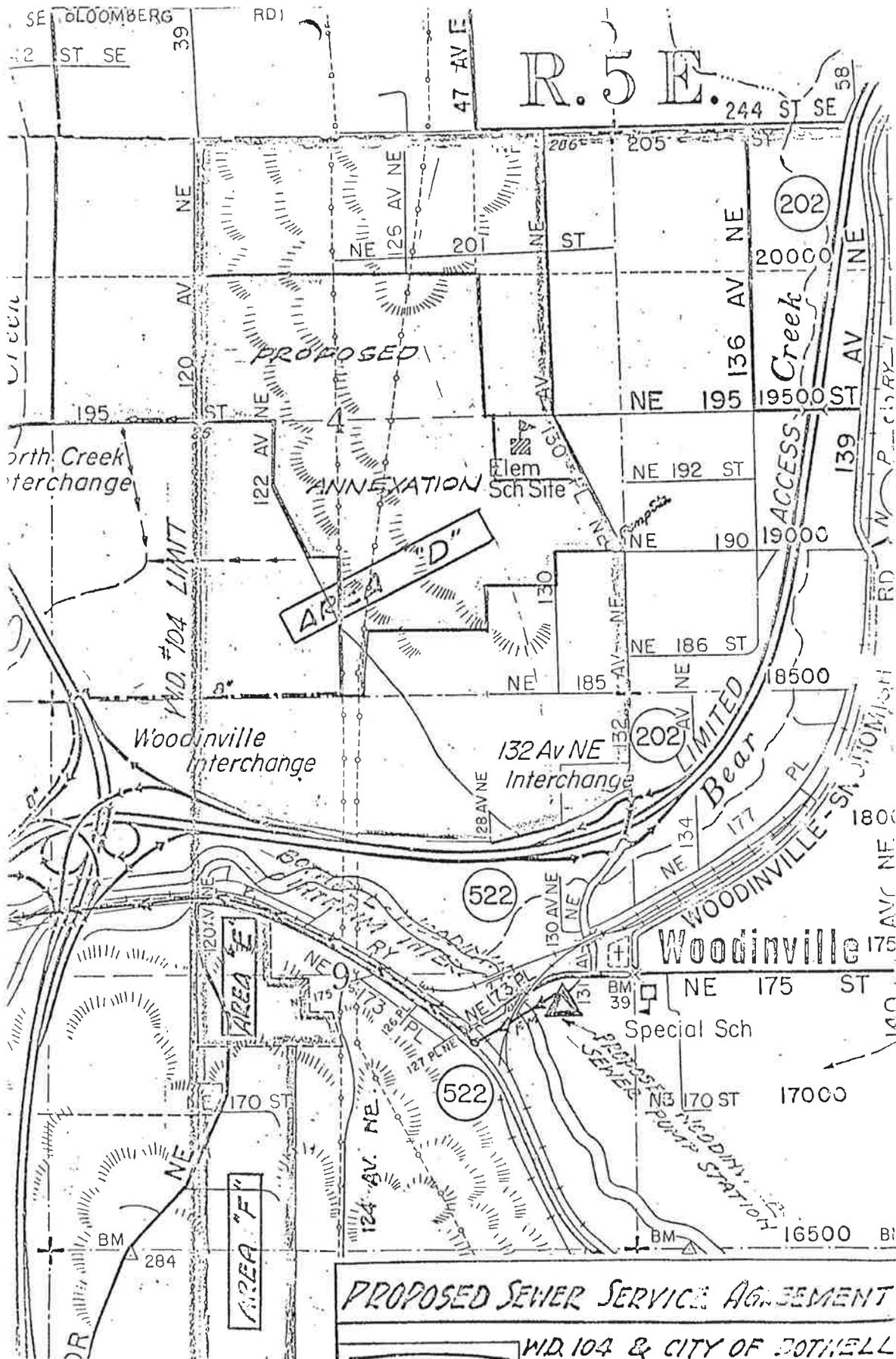
KING COUNTY WATER DISTRICT NO. 104,  
a Municipal Corporation

ATTEST:

  
SECRETARY

BY

  
PRESIDENT



Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By: Amended By:

WATER DISTRICT NO. 104

KING COUNTY, WASHINGTON

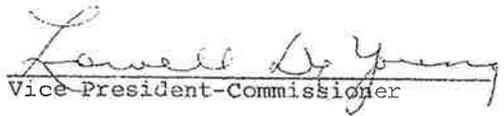
RESOLUTION NO. 309

A RESOLUTION of the Board of Water Commissioners of King County Water District No. 104, King County, Washington, authorizing execution of agreement between the City of Bothell and King County Water District No. 104 relating to pending and future annexations by the City of Bothell, specifying areas to be served by each contracting party with respect to water and sewer service, providing for joint use of present and future sewer facilities, and authorizing withdrawal of objections filed with the King County Boundary Review Board on petition of City of Bothell to annex certain area known as Holly Hills Mobile Estates.

BE IT RESOLVED by the Board of Water Commissioners of Water District No. 104, King County, Washington, that the agreement between the City of Bothell and King County Water District No. 104 in the form attached hereto as an exhibit is hereby approved and the officers of King County Water District No. 104 are authorized and directed to execute the same in behalf of the District.

ADOPTED at a regular meeting of the Board of Water Commissioners of King County Water District No. 104 this 19th day of January, 1970.

  
\_\_\_\_\_  
President-Commissioner

  
\_\_\_\_\_  
Vice President-Commissioner

Attest:

  
\_\_\_\_\_  
Secretary-Commissioner

A G R E E M E N T

THIS AGREEMENT, made this \_\_\_\_ day of January, 1970, by and between CITY OF BOTHELL, a municipal corporation of the third class in King County, Washington, and KING COUNTY WATER DISTRICT NO. 104, a municipal corporation, herein called "City and "District," respectively,

WITNESSETH:

RECITAL A: By vote of the citizens residing therein, and pursuant to RCW 57.08.065, District is empowered to provide sanitary sewer services subject to approval of its comprehensive plan for such service by applicable State authorities.

RECITAL B: Insofar as is relevant to this agreement, City and District have a common boundary along the east margin of the west half of the northwest quarter of Section 4, Township 26 North, Range 5 East of the Willamette Meridian, King County, Washington, and District's westerly boundary thence runs southerly in a straight line projection of such common boundary, all as depicted in Exhibit A attached hereto and by this reference incorporated herein.

RECITAL C: City has heretofore, and prior to the time District was authorized to provide sewer service, constructed a trunk sanitary sewer line, pumping station and appurtenant facilities to serve an area depicted on Exhibit A and known as Hollyhills Mobile Estates. As a condition to providing such service, City required the owner of the lands proposed to be so served to petition City for annexation. Such annexation has been approved by City and is presently pending before the King County Boundary Review Board, with whom District has filed objections to such annexation.

RECITAL D: In connection with construction of such trunk sewer facilities, City comprehensively planned to provide sanitary sewer services by a gravity flow system to all areas bounded on the north by the Snohomish County line, on the east by 130th Avenue N.E., 130th Place N.E., and 132nd Avenue N.E., the south by the north margin of the right-of-way for State Highway SR 522, and on the west by the present limits

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By: Amended By:

of District, all as depicted on Exhibit A.

RECITAL E: In addition, City has historically served both sewer and water services to an area lying east of District's west boundary but within the limits of City, lying immediately south of the Northern Pacific Railroad right-of-way, in Section 9, Township 26 North, range 5 East, W.M., as shown on Exhibit A.

RECITAL F: It is contemplated that the City would provide sewer service to that portion of the southwest quarter of Section 9 and the north half of the northwest quarter of Section 16, both in Township 26 North, Range 5 East, W.M., as shown on Exhibit A, which is tributary by gravity flow to existing sanitary sewer lines lying within the Juanita-Woodinville Way N.E., as shown on Exhibit A.

RECITAL G: To better enable both contracting parties to comprehensively plan to serve the areas under the jurisdiction of each, to provide water and sewer service with recognition of topography and proper engineering principles, and to eliminate conflicts where political boundaries overlap, the governing bodies of the respective parties have agreed to compromise their disputes as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties mutually covenant and agree as follows:

1. PENDING ANNEXATION: District will withdraw any and all objections heretofore filed with King County Boundary Review Board and will affirmatively notify such Board in writing that it supports the pending annexation.

2. FUTURE ANNEXATIONS BY CITY: In order that District can comprehensively plan and provide water and sewer service, City agrees not to annex any portion of District, except as described in Recitals D, E and F, by the resolution method, but may annex by the petition method.

3. AREA NOW SERVED BY CITY (RECITAL E): District shall not provide either water or sewer service, nor assess for water or sewer

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By:: Amended By::

limits, nor sewer service in the area described in Recital F without the prior written consent of the City.

4. WATER SERVICE TO BE PROVIDED BY DISTRICT: District is presently providing water service to portions of the area described in Recital D, and City has no present plans for providing a comprehensive water system within such area and has no objection to District serving such area or any portions thereof, notwithstanding subsequent annexation of all or portions thereof to City; PROVIDED that this paragraph shall never be construed as a waiver of City's right to acquire District's water distribution facilities within any area which is subsequently annexed to City under statutory authority. District shall comply with City standards of construction for water utilities and hydrants, shall submit plans and specifications for approval prior to installation, permit inspection by City during course of construction (at the expense of City) and shall provide reproducible "as built" drawings to the City upon completion.

5. JOINT WATER SERVICE FACILITIES: The parties, recognizing that population growth within the area described in Recital D, as well as the areas immediately east and west thereof, will require substantial water transmission or storage facilities to be constructed in the future at a point of highest elevation within the area described in Recital D, do therefore agree to cooperate and coordinate their plans for such construction and the financing thereof when the same are needed, taking into account at such time the areas being served by each with water service for which such facilities will be needed, at which time the parties will enter into further agreements in writing with respect to said joint facilities.

6. SEWER SERVICE TO AREA DESCRIBED IN RECITAL D: City may, but District shall not, provide sanitary sewer service in the area described in Recital D and the area referred to in Paragraph 3.

7. SEWER SERVICE BY CONTRACT BETWEEN CITY AND DISTRICT FOR AREAS WITHIN DISTRICT:

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By:: Amended By::

A. City agrees to contract with District to carry sewage generated within District through City's existing facilities, limited only by the then existing capacity of such facilities unless limitations in such capacity are enlarged at the expense of District or by agreement.

B. City hereby commits to District and agrees with District to provide sewer service by use of City's 21 inch sewer main located in the vicinity of Woodinville Drive and 113th Avenue Northeast in Section 8, Township 26 North, Range 5 East, W.M., in King County, Washington, to the extent of 1,000,000 gallons per day, subject to the terms of this contract, and subject to Paragraph 9 of this agreement, agrees to continue to carry sewage for the District through said main until alternate METRO facilities are available to the District, or as the parties shall otherwise mutually agree.

C. City agrees not to contract with any person, firm or corporation, other than District, to provide sewer service to the lands lying within District, except areas described in Recitals D, E and F, except with prior written consent of the District.

8. ADDITIONAL SEWAGE TRUNK FACILITIES: In sizing trunk sewer lines to be constructed in the future within the area described in Recital D, City agrees to consult with District and its engineers so as to provide adequate interim, or, if agreed, permanent capacity to carry projected sewage flows generated within District flowing westward to City's existing or future connections to the trunks of Municipality of Metropolitan Seattle (METRO). Similarly, in the event District should desire to construct a trunk sewer line running westerly through any portion of the area described in Recital D prior to City's having done so, then District shall size the same and conform to alignment in cooperation with City and its engineers. Financing, sharing of costs of construction contemplated by this paragraph, and the proportion thereof to be borne by each party shall abide further agreement, as well as trunkage charges or service charges to be paid by one party to the other for the use of the facilities of the other.

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By:: Amended By::

9. TRUNKAGE CHARGES: Trunkage charges or service charges payable by one party to the other shall be reasonable and shall be related to the cost of providing such service, and shall be provided by future agreement between the parties.

10. NOTICES TO REGULATORY AUTHORITIES: Either party may file a copy of this agreement with any and all State agencies having jurisdiction over approval of comprehensive sewer plans, and City will affirmatively indicate in writing to all such agencies that it has no objection to the comprehensive sewer plan of District now pending as such plan is modified by this agreement, or to the issuance of Certificate of Necessity.

11. ASSISTANCE IN COLLECTION OF SEWER CHARGES: In areas served with water by District but served by City with sewer service, District agrees, upon written request of City, to assist City in collection of delinquent sewer service charges by one of the methods provided by statute, that is, by shutting off water service to such user until delinquent sewer service charges payable to City, with penalties provided by ordinance, have been paid. City shall defend and save harmless thy District against loss, damage or claim thereto asserted by any user whose water service has been stopped in aid of collection of City's sewer service charges.

12. FRANCHISES AND PERMITS: In the event City now or hereafter requires franchises to be issued for construction of utilities within its corporate limits, City agrees to issue such franchises without fee to the District in order that District will be able to provide the utilities services contemplated by this agreement. District shall comply with the provisions of Ordinance No. 414 of City (Street Cut Ordinance). Water and sewer mains and appurtenances of the District which must be relocated to accommodate regrading or relocation of streets shall be relocated at the expense of the District.

13. DISPUTES: In the event the parties are unable to agree with respect to any matter set forth in this agreement, or with respect to those matters referred to herein which are to be

Resolution No.: 0309 Title: Holly Hills Mobile Estates, Agreement Between City of Bothell & Water District No. 104 for Water & Sewer Service Date: 01/19/1970 Repealed By: Amended By:

resolved by future agreement, the parties agree to meet within thirty (30) days to negotiate in good faith to resolve said dispute. The parties may by mutual agreement seek the advice and recommendations of an impartial third party whose recommendation shall be advisory only. No court proceedings shall be instituted until after such a meeting has been held unless one of the parties fails or refuses to meet and negotiate in good faith within thirty (30) days after written request by the other party for such a meeting.

14. TERM: This agreement shall be for an indefinite term and shall be binding upon the respective bodies and their duly elected and appointed successors until modified or rescinded by mutual agreement.

15. AUTHORIZATION: The terms of this agreement were approved by the respective bodies and authority given to the officers executing the same by Resolution No. \_\_\_\_\_ of the City of Bothell and Resolution No. 304 of King County Water District No. 104.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date above written.

CITY OF BOTHELL

ATTEST:

BY

MAYOR

\_\_\_\_\_  
CITY CLERK

KING COUNTY WATER DISTRICT NO. 104,  
a Municipal Corporation

ATTEST:

BY

PRESIDENT

\_\_\_\_\_  
SECRETARY

WOODINVILLE WATER DISTRICT  
 SERVICE AREA AGREEMENTS INVENTORY

40278.02

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
City of Redmond	R - 1		Jul. 13, 1988	Interlocal Agreement for Service Area Boundary		Interlocal Agreement between City of Redmond and Woodinville Water District for utility service boundary described as NE 124th Street. Dated July 13, 1988
	R - 2		Jan. 22, 1990	Addendum to July 13, 1988, Interlocal Agreement for water service to Shadowbrook, Phase II		Addendum to July 13, 1988, Interlocal Agreement for water service to Shadowbrook, Phase II. Several Exhibits - Legal description attached, map is included (not clear)

R-1

INTERLOCAL AGREEMENT BETWEEN THE CITY OF REDMOND  
AND  
WOODINVILLE WATER DISTRICT

Whereas, the City of Redmond, Washington, (hereinafter "Redmond") and, the Woodinville Water District (hereinafter the "District") are desirous of settling the future common water and sewer utility service area boundary between Redmond and the District and providing means whereby water service may be provided to properties which are not now within the boundaries of the City of Redmond but which may in the future be within the city boundaries,

NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

1. AGREED COMMON SERVICE AREA BOUNDARY.

It is agreed that the common utility service area boundary between the District and Redmond will be N.E. 124th Street, King County, Washington as extended easterly and westerly. Each party hereto agrees that it will not provide water or sewer utility service which would be inconsistent with the agreed common boundary without the prior written consent of the other.

2. WATER SERVICE.

The District may provide water service to properties lying southerly of the agreed common boundary in either of the following ways:

- a. Upon agreement, the District shall sell water at the District's Wholesale Rate to the City of Redmond which shall, at its expense, install master meters or, with the prior consent of the District if no master meters are utilized, the aggregate meter readings of all properties served from an unmetered line will be reported monthly by Redmond to the District with payment for all water provided through such service. In that eventuality, the City of Redmond will meter and bill the individual customers. The District will establish a Wholesale Rate which will be applicable if a master meter is used to compute consumption. At the time of this agreement, the District's "Wholesale Rate" has been established as an amount equal to the District's "new water cost" under the District's Water Purveyor's Agreement with the City of Seattle, plus ten percent. The District retains the right to adjust the District's Wholesale Rate as established by the District's rate making procedures. If individual meters are utilized to compute consumption, the rates and charges for water sold

by the District to Redmond shall be the District's Wholesale Rate plus ten percent, or,

- b. Upon agreement, the District may furnish water service to individual customers for the area lying south of N.E. 124th Street. At the option of Redmond, upon the area which lies south of N.E. 124th Street being annexed to the City of Redmond, the City of Redmond can provide water service to customers in that particular area.

### 3. MUTUALITY.

Although the City of Redmond is presently unable to provide water service to properties which lie in the vicinity of N.E. 124th Street, the comparable provisions as set forth above for the furnishing of water by Woodinville Water District for the area lying south of 124th Street shall be applicable in the event the City of Redmond provides water service to areas lying within the boundaries of the District or north of N.E. 124th Street.

### 4. ULID AND LID.

Each person receiving water service shall, prior to commencement of service, be required to sign a written commitment not to protest the formation of a ULID or LID which includes as its purpose the financing of construction of utility improvements which will serve such person's property and further committing such person to sign the petition for the formation of such LID directly, or through an attorney-in-fact. Each such agreement shall be drafted to meet the requirements of Chapter 179, Laws of 1988.

### 5. ANNEXATION AGREEMENTS.

Each person receiving water service shall, prior to the commencement of service, sign an agreement obligating such person to sign a petition for annexation of such person's property to the City or District, as applicable, and appointing an appropriate official of the City or District as attorney-in-fact for the purpose of signing such petition. Such agreement shall include a waiver of the right of such person to protest or otherwise oppose such annexation.

### 6. STANDARDS.

In the event that either the City or District extends water service lines into the service areas lying south of the District boundaries and north of the City boundaries, the City or District standards and specifications shall be used, whichever is the more stringent.

7. UTILITY LOCAL IMPROVEMENT DISTRICTS.

No ULID or LID shall be formed by one party to this Agreement in the service area of the other party without prior written consent of the other party. King county franchises will be obtained and held by the operating entity. The operating entity is that entity which is providing service and maintenance to a particular section of the water system. All easements that are obtained by either the District or Redmond in connection with furnishing the water shall be drafted in a manner to provide that whoever is the operating entity, there shall be the permanent right to utilize the rights and powers authorized by said easement.

8. OWNERSHIP AND MAINTENANCE.

Ownership and maintenance of the water distribution system shall be vested in and performed by the operating entity.

9. RATES AND FEES.

Charges for service and fees to customers for hookups, meters, and for water shall be those of the operating entity.

10. CONSERVATION POLICIES.

Conservation policies will be prescribed by the operating entity.

11. APPROVAL.

All required permits or franchises shall be acquired by the operating entity.

12. FUTURE DEVELOPMENTS.

Future developments that would straddle the common boundary line as above defined shall be approved by an addendum on a case by case basis.

13. AUTHORIZATION AND APPROVALS.

This agreement was approved by the City of Redmond by Ordinance No. 1437, dated July 5, 1988, duly adopted at a regular meeting with authorization to the undersigned officer to execute this agreement on behalf of the City of Redmond.

This agreement was approved by the Woodinville Water District by Resolution No. 2407, dated June 27, 1988, duly adopted at a regular meeting with authorization to the undersigned officers to execute this agreement on behalf of the Woodinville Water District.

DATED 13 July, 1988.

CITY OF REDMOND

By Doreen Marchione  
DOREEN MARCHIONE, Mayor

Attested:

Doris A. Schaible  
DORIS A. SCHAIBLE, City Clerk 7/12/88

Approved as to Form:

By: Larry Martin  
LARRY MARTIN,  
City Attorney

WOODINVILLE WATER DISTRICT

By Arnold Elling  
Its President

By Deanne G. Greening  
Its Secretary

WAIVER OF RIGHT TO PROTEST LID. Owner acknowledges that the entire property legally described on Exhibit A would be specially benefited by the following improvements to the utility (specify):

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his or her attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this agreement is signed by the Owner.

ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN  
REDMOND AND WOODINVILLE WATER DISTRICT  
WATER SERVICE TO SHADOWBROOK, PHASE II

WHEREAS, the City of Redmond, Washington ("Redmond") and the Woodinville Water District ("the District") are parties to that certain interlocal agreement ("the interlocal agreement") dated July 13, 1988, which designates the common service area boundary between the District and Redmond, and

WHEREAS, Redmond and the District desire to supplement such agreement pursuant to paragraph 12 thereof to provide for water service to proposed residential development straddling the common boundary line known as Shadowbrook Phase II to enable the District to provide water service to the portion of such development south of the common service area boundary,

NOW, THEREFORE, IT IS HEREBY COVENANTED AND AGREED AS FOLLOWS:

1. Description of Service Area Boundary

Redmond and the District agree that for the property within the plat known as Shadowbrook Phase II, the water and sewer service area boundary between Redmond and the District shall be as described in Exhibit 'A', attached hereto.

2. Consent to Service by District

The City of Redmond hereby consents to allow the District to provide water service to those properties included within Redmond's water and sewer service area boundary per the method described in Section 2(b) of the July 13, 1988 Interlocal Agreement.

3. Service Extension, Approval of Plans and Specs.

Service to Shadowbrook Phase II, shall be subject to the terms of a developer's extension application and agreement between the District and the owner/developer of Shadowbrook Phase II, in the form attached hereto as Exhibit 'B'. Redmond and the District agree that the water improvements described in paragraph 2 - General Description of Improvements, shall be designed and constructed in accordance with

the standards of Redmond or the District, whichever is more stringent. The District shall submit plans and specifications for facilities which will be used to provide such service to the Redmond Utility Department and shall obtain approval from the Redmond Public Works Director. Approval or rejection of the plans and specifications shall be based upon compliance with Redmond water service, fire flow and construction standards.

4. Property Owner Agreements

Prior to making any commitment to extend facilities or provide service within Redmond's service area, the District shall procure and provide to Redmond written agreements signed by each owner of property within the Redmond service area which will be served pursuant to this agreement in the form attached hereto as Exhibit 'C'. The original of such agreements shall be filed with the King County Department of Records and Elections, and a copy of the recorded document provided to the Redmond City Clerk and Public Works Director. The cost of recording shall be paid by the property owners.

5. Assumption of Service Area & Ownership of Facilities

- a. Upon annexation of all or a portion of the Shadowbrook Phase II development to the City of Redmond, or upon extension of Redmond's utility facilities which will enable connection of Redmond's facilities to the water facilities serving the development, Redmond, at its option, may elect to assume the rights and responsibilities of providing water service to that portion of the development within Redmond's service area boundary. This option may be exercised by giving written notice of such election to the District no less than 90 days prior to the proposed effective date of assumption of water service by Redmond. Upon agreement with the District, Redmond may purchase water from the District required to service such portion of the development at the then current District wholesale rate, which is defined in the Interlocal Agreement.
- b. Upon the effective date of the transfer of rights and responsibility to provide water

service to the City of Redmond pursuant to this section, the District shall quit claim and transfer to Redmond all of its rights in and title to all water mains, transmission and service lines, hydrants and other facilities located in Redmond's service area. Appropriate bills of sale and all other conveyances necessary to effectuate complete transfer of the District's interest shall be provided by the District to Redmond.

- c. The District shall cooperate in making a physical connection to the Redmond facilities and in performing such minor alterations to its facilities as may be required in order to complete the connection with Redmond facilities at Redmond's sole expense. The District shall also cooperate in the transfer of all customer and billing information reasonably required for Redmond to assume and perform utility billing functions.
- d. No connection fee or other charge shall be assessed by Redmond upon those customers receiving service at the time of transfer of responsibility for water service from the District to Redmond.

6. Remainder of Agreement Unchanged

Except as stated above, the interlocal agreement between the District and Redmond shall remain unchanged and in full force and effect.

DATED this 22nd day of JANUARY, 1990.

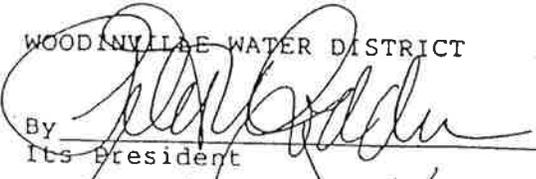
CITY OF REDMOND

By *Mary Ann*  
Its *Executive Assistant*

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By *Ang C. Miller*

WOODVILLE WATER DISTRICT

By   
Its President

By   
Its Secretary

8911-6458

Exhibit 'A' to Addendum  
to Interlocal Agreement

8911-640

y 89 HB

SHADOWBROOK

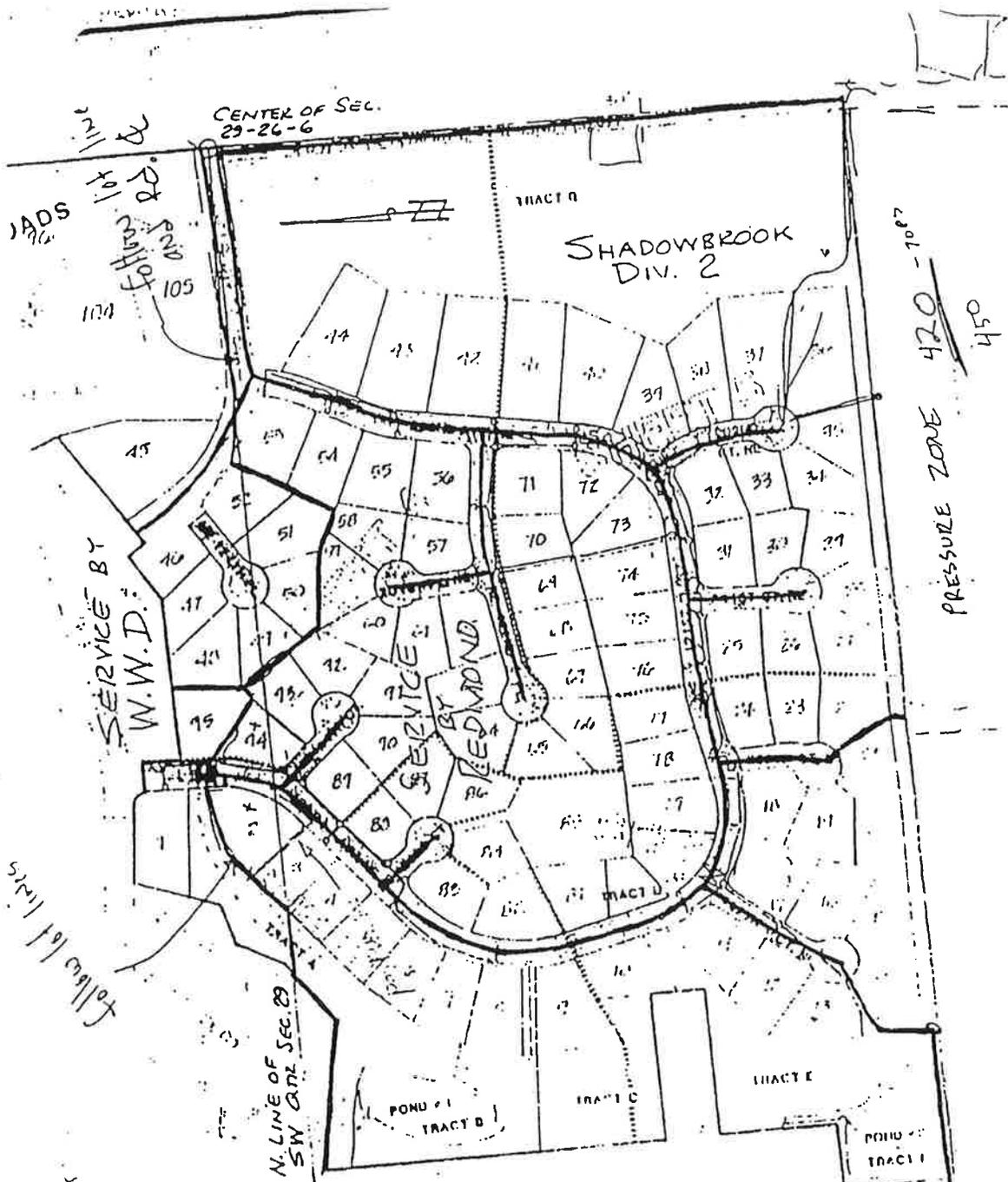
Revised legal description of WWD-Redmond service area line.

The City of Redmond is to serve the portions of the plat of Shadowbrook, Division 2, which lie South of the following line:

Beginning at the Center of Section 29, Township 26 North, Range 6 East, W.M., in King County, Washington, from which the South quarter corner of said Section bears South 03° 09' 26" West; thence South 89° 56' 06" West 452.47 feet to a point of curvature; thence westerly on a curve to the right, tangent to the preceding course, having a radius of 325.00 feet, an arc distance of 225.70 feet; thence leaving said curve South 32° 43' 01" West 271.78 feet; thence North 61° 53' 46" West 90.00 feet; thence North 79° 51' 01" West 171.20 feet; thence North 29° 57' 15" West 205.00 feet; thence South 50° 02' 10" West 25.00 feet; thence North 49° 54' 49" West 159.15 feet; thence North 86° 23' 56" West 30.00 feet; thence North 03° 36' 04" East 15.00 feet; thence North 86° 23' 56" West 30.00 feet; thence South 80° 56' 00" West 140.23 feet; thence South 53° 06' 04" West 81.00 feet; thence South 53° 06' 04" West 92.34 feet; thence North 87° 22' 18" West 140.47 feet; thence South 56° 29' 48" West 142.82 feet; thence North 77° 34' 18" West 318.23 feet; thence North 03° 07' 30" East and parallel with the West line of the Southwest quarter of said Section 29, 30.05 feet to a terminus on the North line of said Southwest quarter which lies 435.62 feet easterly of the Northwest corner thereof.

Draft HHB  
Check BMV  
Date 5-8-89





**SHEET INDEX**

- 1 - COVER SHEET
- 2-5 - ROAD & STORM DRAINAGE PLANS
- 6-8 - ROAD & STORM DRAINAGE PROFILES
- 9 - ROAD & STORM DRAINAGE DETAILS & NO
- 10,11 - POND DETAIL SHEETS
- 12-15 - ALIGNMENT SHEETS

Exhibit 'B' to Addendum  
to Interlocal Agreement

Revised 03.  
Resolution

Developer Extension No.  
Grid Sheet No. R-11, T-11, U-11  
Name of Development Shadowbrook, Div. II  
Address of Development

WOODINVILLE WATER DISTRICT  
KING COUNTY WASHINGTON

\* \* \* \* \*

APPLICATION AND AGREEMENT  
FOR DEVELOPER EXTENSION  
TO WATER DISTRIBUTION SYSTEM

The undersigned ("Developer") hereby applies to Woodinville Water District, King County, Washington ("District"), for permission to construct and install water system improvements generally described in paragraph 2 below, in the public right-of-way under the District's franchise therefor, and/or in easements approved by the District, and to connect to the District's water distribution system, and represents and agrees as follows:

1. LOCATION OF WATER SYSTEM IMPROVEMENT

The proposed improvement will be installed in the right-of-way, easement and/or other approved way, and shall be for the use and benefit of the property which is owned by the Developer or other persons hereafter referred to as "additional owners" who are contributing to the cost of said improvements and which is legally described in Exhibit A hereto, which by this reference is made a part hereof.

2. GENERAL DESCRIPTION OF IMPROVEMENTS

The proposed improvements and appurtenances will consist of the following:

<u>ON</u> (Street or Ave.)	<u>FROM</u> (Street or Ave.)	<u>TO</u> (Street or Ave.)	<u>APPROX.</u> <u>LENGTH</u> (ft.)
Easement	N.E. 129th St.	203rd Ave. N.E.	870'-8"
N.E. 124th St.	N.E. 125th Pl.	E. edge of plat	1,040'-8"
203rd Ave. N.E.	N.E. 124th Pl.	End of cul-de-sac	1,190'-8"
202nd Ave. N.E.	N.E. 124th St.	202nd Ct. N.E.	870'-8"
N.E. 121st St.	202nd Ct. N.E.	199th Ct. N.E.	960'-8"
198th Ave. N.E.	199th Ct. N.E.	N.E. 125th Pl.	1,360'-8"
N.E. 124th Pl.	N.E. 124th St.	End of cul-de-sac	300'-4"
N.E. 122nd Pl.	202nd Ave. N.E.	201st Pl. N.E.	400'-8"
N.E. 122nd Pl.	201st Pl. N.E.	End of cul-de-sac	260'-4"
201st Pl. N.E.	N.E. 122nd Pl.	End of cul-de-sac	220'-4"
202nd Ct. N.E.	N.E. 121st St.	End of cul-de-sac	330'-4"
201st Ct. N.E.	N.E. 121st St.	End of cul-de-sac	220'-4"
200th Ct. N.E.	N.E. 121st St.	End of cul-de-sac	260'-4"
199th Ct. N.E.	N.E. 121st St.	End of cul-de-sac	380'-4"
N.E. 123rd Ct.	198th Ave. N.E.	End of cul-de-sac	160'-4"
N.E. 124th Ct.	198th Ave. N.E.	End of cul-de-sac	220'-4"
N.E. 133rd St.	70' E. of Bear Cr.	70' W. of Bear Cr.	140'-8"

3. PAYMENT OF FEES AND EXPENSES

The developer shall pay the fees and expenses set forth in Exhibit B hereto, which by this reference is made a part hereof. All amounts due the District shall be paid at the

times and in the amounts set forth in Exhibit B hereto, but in no event later than 10 days prior to the Pre-Construction Meeting which is to be held at the District office unless otherwise agreed. In the event any additional amounts are payable to the District, payment in full shall be made prior to the commencement of water service.

4. ADMINISTRATIVE SERVICES, DESIGN, AND CONSTRUCTION ENGINEERING SERVICES

An Administrative Fee, Design Engineering Service Fee, and Construction Engineering Services and Inspection Fee shall be paid by the Developer in consideration of the following items of work performed by the District, and in consideration for the furnishing of water to the property described in paragraph 1:

A. Administrative Services

- (1) Provide general consultation with the Developer regarding the requirements of the District and the procedures for the installation of improvements described in paragraph 2; administration of this agreement.
- (2) Review of all easement and title reports required for the project; compliance with comprehensive plans, State Environmental Protection Act, and any other applicable statutes and regulations; general legal and administrative services including the recording of documents if applicable.
- (3) Process and obtain all necessary permits, subject, however, to the cost of permits being paid by the Developer.

B. Design Engineering Services

Preparation of preliminary and final plans and specifications to be prepared by the District's Engineer in accordance with the standards adopted by the District's Board of Commissioners. It shall be noted that said improvements to the system shall be consistent with and further the watermain grid system of the District.

C. Construction Engineering and Inspection Services

- (1) Construction surveying and staking of improvements as required.
- (2) Inspection of the construction in progress, as required, to assure that said improvements are constructed in accordance with the approved plans and specifications.
- (3) Inspection of the pressure tests, cut-ins and closure pipes, as required by the specifications. Inspection of any re-testing which may

be necessary, and sampling of the completed installation after flushing and, if required, submittal to the Washington State Department of Social and Health Services for bacteriological examination.

- (4) Final inspection of the installation and preparation of the inspection report setting forth any deficiencies that may exist and which require correction.
- (5) Re-inspection of deficient work.
- (6) Final inspection of the installation and examination of the required documents to assure that the District has legal title to the rights-of-way and/or easements as required by the installation of said improvements, and final recommendation of acceptance of the installation by the District's Board of Commissioners.
- (7) Preparation of "as-built" drawings of improvements.

5. PAYMENT OF FEES TO OTHERS AND PERMITS

The Developer shall pay the cost of obtaining all necessary permits from any governmental agencies concerned or from other entities.

The Developer shall pay any inspection costs billed to the District by any governmental agency, including but not limited to King County, Snohomish County, the State of Washington or municipal corporations.

The Developer shall pay all expenses of complying with the laws and regulations applicable to the project, including but not limited to environmental protection acts.

The Developer shall bear all costs of easement acquisition and for searching and insuring title to the property.

6. PAYMENT OF ATTORNEYS FEES AND FOR EXTRAORDINARY INSPECTION

The Developer shall pay to the District:

A. Attorneys Fees

- (1) If increased or extraordinary legal services by the attorneys for the District are required and are authorized by the District, the cost of such additional legal services shall be paid by the Developer.
- (2) In the event the District incurs legal expenses for enforcing the terms of this agreement or in connection with the work to be done, the Developer shall pay all reasonable attorneys fees as may be incurred by the District or

awarded by the court, court costs, and all expenses in connection therewith as may be incurred by the District.

B. Increased Inspection

If increased or extraordinary inspection is required, it must be authorized by the District. The cost of said additional inspection shall be paid by the Developer.

7. EVIDENCE OF INSURANCE, PERFORMANCE BOND REQUIREMENTS, AND INDEMNITY

A. Insurance

The Developer shall provide liability and property damage insurance covering all work under this agreement, including that done by the general contractor and subcontractors, and shall provide the District with written evidence thereof. Said insurance shall name the District and Engineer as named insureds and shall be primary coverage with any insurance carried by the District as additional coverage. This insurance shall be for not less than the following amounts: Bodily Injury \$1,000,000 each person; \$1,000,000 each accident; Property Damage \$500,000. Evidence of said insurance shall be provided to the District prior to the pre-construction meeting.

B. Performance and Payment Bond; Maintenance Bond

A performance and payment bond in the amount of the District Engineer's estimated cost of the improvements shall be posted with the District before the pre-construction meeting and shall remain in force until the date of acceptance of the developer extension by the District. Also, prior to and as a condition of the acceptance of the developer extension by the District, the Developer shall post a maintenance bond in the amount of \$2,000 or 10% of the District Engineer's estimated cost of the improvements, whichever is greater. This maintenance bond shall remain in force for a period of at least one year after the developer extension has been accepted by the District. These bonds shall be in a form and shall be issued by a company acceptable to the District in its full discretion. In lieu of either or both of these bonds, the developer may deposit cash or have a bank (acceptable to the District in its full discretion) provide an irrevocable letter of credit for the term and in the amount of the bond(s) for which the cash or letter of credit is intended to substitute.

C. Indemnity

The Developer shall hold harmless the District, its commissioners, engineers, employees, and agents, for all liabilities and claims arising out of or related to performance of work in this agreement.

8. EASEMENTS

Any required easements shall be obtained by the Developer at the Developer's sole cost and expense, and shall be delivered to the District as required herein, and prior to acceptance of

said installation by the District. Said easements in the form acceptable to the District shall be submitted to the District with evidence of title, and if required by the District, a title insurance policy.

No service shall be furnished to the property until all required easements have been recorded, all sums due to the District have been paid in full and construction accepted by the District or adequately bonded.

9. DUTIES OF THE DEVELOPER

In addition to any other duties included in this agreement, the Developer shall do the following:

- A. Furnish to the District complete information as to the nature and scope of the proposed improvements; furnish final plans and details of the project (not preliminary data) including but not limited to grading and paving plans, storm water control plans and final plat documents.
- B. Cooperate with the District, its Engineer and employees in providing timely information and in responding to requests of the District.
- C. Submit in writing 15 days prior to the Pre-Construction Meeting the name, address and phone number of all contractors, subcontractors, and suppliers that the Developer proposes to use in doing the work. In the event the District disapproves, the District shall indicate its disapproval within 10 days after such notification.
- D. Attend with Developer's approved contractor and subcontractors a Pre-Construction Meeting to be held prior to the start of any construction in order that the Developer will be fully aware of the District's requirements.
- E. Furnish, at the expense of the Developer, all easements and permits required for the project prior to commencing construction using easement forms provided by the District. Provide title insurance in a company, in the amount and form acceptable to the District.
- F. Complete all improvements in accordance with plans and specifications prepared by the District and in accordance with District standards, the terms of which by this reference are made a part hereof.
- G. Install all service connections prior to paving. If the Developer paves before installation of the service line, restoration of the paved surface shall be the responsibility of the Developer.
- H. Set all lot corners before work commences.

- I. It is understood that the District requires that all connections to the existing system and all testing of the line be made in the presence of the District's authorized representative, and that any subsequent opening of valves must be done with the authorization of, and in the presence of, the District's authorized representative. Applicant shall require the contractor making the installation to make a written application for and to obtain written permission from the District's Engineer to make the connection on a specified date at a specified time.
- J. Pay the cost of water furnished by the District in testing, flushing or purifying the system based on the District's estimates of quantity of water use, which estimates shall be conclusive; provided, however, the District shall furnish a reasonable amount of water without cost to the Developer for the initial testing, flushing and purifying of the system.
- K. Grade all roads to the design subgrade elevation prior to the start of construction and to advise the District during construction of any changes which may be contemplated. Further, if the Developer changes the subgrade elevation of the roads after completion of the watermain construction, Developer agrees to raise or lower the watermain as required by the new subgrade elevation at no cost to the District.
- L. No work shall be performed by the Developer in installation or testing of the facilities other than on Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. on said days, exclusive of legal holidays, except with the prior written consent of the District. If consent is given by the District for work to be performed on a Saturday, Sunday, legal holiday, or before or after the normal working hours specified above, the Developer shall pay to the District the reasonable cost of furnishing inspection and supervision during said periods. No connections to the District's watermain shall be made on Fridays.
- M. Remove and correct at the expense of the Developer any improvements not approved by the District.
- N. Notify the District when the improvements are ready for final inspection for approval by the District.
- O. Supply certified costs of construction to the District prior to acceptance.
- P. Pay interest at the highest statutory rate on any amounts not timely paid to the District.

10. FINAL ACCEPTANCE

Upon completion of the improvements and upon acceptance by the District, title to the improvements shall pass to the District, subject to the warranty by the Developer of all labor, materials, and workmanship for a period of one year from date of

the resolution of acceptance and after acceptance such improvement shall be subject to the control, use, and operation of the District, which may apply thereto all regulations and conditions of service and make such charges therefor as the Board of Commissioners deems reasonable and proper.

11. LIMITATION PERIOD OF ACCEPTANCE

The improvement shall be completed and accepted within one year of date of the Developer's signature on this agreement. If the improvement is not completed and accepted within said one year period, then, at the option of the District, the Developer's rights under this agreement shall cease and Developer shall make new or amended application and pay the additional administrative, legal, engineering, and inspection costs involved, all as determined by the Board of Commissioners.

12. NON-COMPLIANCE

Failure to comply with any of the requirements of this agreement within sixty days after written demand by the District shall automatically result in the forfeiture of the performance bond as specified in paragraph 7B. Forfeiture of the performance bond shall not relieve the Developer of the duty to comply with all the terms of this agreement, paying all sums due hereunder, together with reasonable attorneys' fees incurred by the District in enforcing the terms of this agreement.

13. REPRESENTATION OF AUTHORITY

The undersigned Developer and/or additional owners warrant that they constitute the owners of all of the real property herein described within this agreement and, upon the request of the District, shall provide evidence to the satisfaction of the District that the applicant has the authority to execute this agreement with respect to said property.

The District has executed this agreement based upon the plans of the Developer as shown to the District at the time this agreement is executed for development of the property to be served. The obligation of the District to furnish service is contingent upon the compliance by the Developer with all conditions imposed by appropriate governmental authorities for plat approval, on-site waste management and for development of the property.

No service shall be furnished to the property until all of Developer's duties have been fully performed and all sums due the District have been paid in full.

14. SPECIAL PROVISIONS FOR LATECOMER REIMBURSEMENT

- A. Any request for latecomer reimbursement shall be made in conjunction with the submittal of the Application Agreement for Developer Extension to Water Distribution System.
- B. The Developer shall keep complete and accurate records of the direct costs incurred in the construction of the water system covered by this paragraph.

At the conclusion of construction and acceptance thereof by the District, the Developer shall certify such direct costs to the District and provide supporting data for such costs. The total amount of direct costs shall be approved by the District at its sole discretion. The Developer shall not receive any credit for indirect costs incurred in such construction, such as overhead or profit.

- C. The District shall pay to the Developer as reimbursement for the costs certified pursuant to subparagraph A of this paragraph, eighty percent (80%) of the charges received by the District in lieu of assessments from the property as shown on the construction plans and incorporated herein by reference. These Payments shall be made from charges received by the District during the five (5) year period commencing upon acceptance of the Developer's construction pursuant to the terms of this agreement. In no event shall the total payments to the Developer exceed the total sum fixed by the District pursuant to subparagraph A of this paragraph.
- D. The Developer warrants that all costs and data provided to the District pursuant to subparagraph A of this paragraph shall be true and correct in all respects.
- E. A memorandum of this special provision in the form prescribed by the District or this agreement, shall be recorded at the expense of the Developer in order that all future owners will be advised of the possible latecomer charge.
- F. Latecomer Reimbursements shall be made only if the terms of this paragraph 14 are expressly approved by the District at the time this agreement is approved by the District by attachment of an exhibit describing the area subject to Latecomer payment.

15. ADDITIONAL PROVISIONS

The developer will be required to install 140 feet of 8 inch watermain on NE 133 Street. The cost of this installation will be borne by the developer, however a portion of the costs may be reimbursed to the developer contingent upon whether or not persons owning the parcels described in Exhibit "C" request water service. Any such reimbursement will be subject to the restrictions listed in paragraph 14.

Watermain and appurtenances installed south of NE 124th Street (if extended) will be subject to the applicable provisions of the interlocal Agreement between the city of Redmond and the District dated July 13, 1988. See Woodinville Water District Resolution Number 2407.

16. AUTHORIZATION AND APPROVAL

DATED at Woodinville, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
(Signature of Developer) Title

\_\_\_\_\_  
(Print Name of Developer)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Telephone No.)

Approval of the District is hereby confirmed. Upon compliance with the terms and conditions of the contract documents, Woodinville Water District will accept said improvements and furnish water service to the area described herein subject to payment of the District's charge for water service.

WOODINVILLE WATER DISTRICT

By \_\_\_\_\_  
Secretary, Board of Commissioners

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

Approved as to Form:

WOODINVILLE WATER DISTRICT

By \_\_\_\_\_

Its \_\_\_\_\_

Developer Extension No. \_\_\_\_\_

Approved by Resolution No. \_\_\_\_\_  
dated \_\_\_\_\_

Developer Extension Improvements  
Accepted by Resolution No. \_\_\_\_\_  
of Woodinville Water District  
dated \_\_\_\_\_

15410

EXHIBIT A

Developer Extension No.  
Grid Sheet No. R-11, T-11, U-11  
Name of Development Shadowbrook, Div. II  
Address of Development

LEGAL DESCRIPTION

PARCEL A

That portion of the northwest quarter of Section 29, Township 26 North, Range 6 East, W.M., in King County, Washington described as follows:  
Beginning at the southeast corner of said northwest quarter; thence N87°22'18"W along the south line thereof 1776.85 feet; thence N56°29'48"E 23.67 feet; thence N32°13'16"E 107.00 feet; thence N74°29'29"E 90.00 feet; thence N22°08'19"E 188.00 feet; thence S82°15'05"E 171.39 feet to a point of curve; thence southeasterly on said curve to the right, having a radius of 25.00, thru a central angle of 85°51'09", an arc distance of 37.46 feet; thence S89°51'36"E 60.11 feet; thence S03°36'04"W 85.00 feet; thence S87°46'51"E 348.05 feet; thence N60°57'34"E 120.00 feet; thence S29°02'26"E 43.83 feet; thence N58°44'18"E 273.16 feet; thence N14°51'56"W 120.66 feet; thence N11°57'12"W 133.46 feet; thence N18°38'25"E 116.60 feet; thence N00°40'15"E 26.33 feet; thence N28°37'58"W 141.00 feet; thence N04°02'38"W 114.00 feet; thence N11°33'29"W 201.70 feet; thence N06°30'33"E 137.10 feet; thence N83°46'10"E 540.97 feet; thence S22°13'35"E 342.00 feet; thence N71°17'15"E 109.41 feet to the east line of said northwest quarter; thence S03°09'26"E along said east line 1131.30 feet to the Point of Beginning.

PARCEL B

Parcels 2, 3, and 4, King County Short Plat No. 1180055 as recorded under King County Recording No. 8111250728 being a portion of the northwest quarter of the southwest quarter of Section 29, Township 26 North, Range 6 East, W.M., in King County, Washington.  
EXCEPT that portion of said Parcel 4, described as follows:  
Beginning at the center of said Section 29; thence N87°22'18"W along the east-west center section line a distance of 1776.85 feet to the TRUE POINT OF BEGINNING; thence S56°29'48"W 142.83 feet; thence N77°34'18"W 241.06 feet; thence N00°24'20"W 43.22 feet to said east-west center section line; thence S87°22'18"E along said line 354.58 feet to the TRUE POINT OF BEGINNING.  
AND EXCEPT that portion of said Parcel 4, described as follows:  
Beginning at the northeast corner of said Parcel 2; thence N87°22'18"W along the north line of said Parcels 2 and 4, a distance of 884.96 feet; thence S03°07'30"W 746.70 feet to the TRUE POINT OF BEGINNING; thence N58°02'16"E 141.51 feet; thence N75°30'00"E 118.39 feet; thence N53°30'00"E 64.17 feet; thence N61°45'00"E 42.58 feet to the east line of the west 750 feet of said northwest quarter of the southwest quarter; thence S03°07'30"W 180.68 feet, more or less, to the south line of the north 750 feet of said northwest quarter of the southwest quarter; thence westerly along said north line to a point that is S03°07'30"W from the TRUE POINT OF BEGINNING; thence N03°07'30"E 3.33 feet more or less, to the TRUE POINT OF BEGINNING.  
AND EXCEPT the south 236.33 feet of the westerly 300.00 feet of said Parcel 4.

PARCEL C

The northeast quarter of the southwest quarter of Section 29, Township 26 North, Range 6 East, W.M., in King County, Washington

EXHIBIT B

FEE SCHEDULE

ADMINISTRATIVE FEE

(to be paid on submittal of application for Developer Extension)

Short Developer Extension  
(660 linear feet or less) \$500

CHECK ONE

Regular Developer Extension  
(more than 660 linear feet) \$1,000

\$ 1,000.00  
(ENTER AMOUNT)

DESIGN ENGINEERING FEE\*

Fixed fee based on proposed scope of work and budget submitted by District Engineer and approved by District in the amount of

\$ 13,540.00  
(ENTER AMOUNT)

CONSTRUCTION ENGINEERING AND INSPECTION FEE\*

Fixed fee based on proposed scope of work and budget submitted by District Engineer and approved by District in the amount of

\$ 16,250.00  
(ENTER AMOUNT)

LATECOMERS FEE DUE DISTRICT\*

\$ --  
(ENTER AMOUNT)

TOTAL FEES PAYABLE TO THE DISTRICT\*

\$ 30,790.00  
(ENTER AMOUNT)

\* Subject to provisions of paragraph 6, and payable not later than ten days prior to the Pre-Construction Meeting.

\*\* Note: Expenses and amounts other than fees as set forth in the Agreement are in addition to the above total.

EXHIBIT C

LATECOMER RECOVERY

The following property or portion thereof may be subject to the Provisions of Paragraph 14.

That portion of the Southeast quarter of the Southeast quarter of Section 19, and the Southwest quarter of the Southwest quarter of Section 20, all in Township 26 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the corner common to Sections 19, 20, 29, and 30 of said Township and Range;

Thence South 89°51'33" East along the South line of said Section 20, 230 feet to the True Point of Beginning;

Thence North 00°08'27" East 139.09 feet;

Thence North 80°00'30" West 305.76 feet to a point 792.84 feet Southeasterly of county road;

Thence Southerly 190.53 feet to a point on the South line of said Section 19, 86 feet West of the Southeast corner of said Section 19;

Thence South 88°50'25" east along said South line 316 feet to the True Point of Beginning;

EXCEPT the Northerly 30 feet for road;

(ALSO BEING KNOWN AS The Easterly portion of Lot 6 of Bear Creek Farms, according to the unrecorded plat thereof).

Also known as Lot 1 of the Van Pelt Short Plant.

Along with the following portions of sections 19 and 20, Township 26 North, Range 6 East, W.M., King County, Washington:

The 150-foot-wide strip of land adjoining and lying North of the Northerly margin of Northeast 133rd Street described as beginning 150 feet East of the intersection of said Northerly margin with the East line of said section 19 and extending 140 feet Easterly as measured along said Northerly margin to a point 290 feet East of the East line of said section 19.2

0020.200.020  
LCM/crd  
05/23/89

Exhibit 'C' to Addendum  
to Interlocal Agreement

AGREEMENT CONCERNING WATER SERVICE FOR  
SHADOWBROOK PHASE II DEVELOPMENT

WHEREAS, the undersigned are the owners of certain real property located in King County, Washington within the Utility Service Area Boundaries of the City of Redmond which is the site of proposed development known as Shadowbrook Phase II, and

WHEREAS, said owners desire to obtain water service necessary for the development from the Woodinville Water District, and pursuant to an interlocal agreement between the Woodinville Water District and the City of Redmond dated July 13, 1988, a copy of which is attached hereto as Exhibit A, ("the interlocal agreement") the consent of the City of Redmond is required for the District to provide water service within Redmond's Utility Service Area south of N.E. 124th Street, and certain agreements on the part of the owners of property to be served relating to annexations and formation of local improvement districts or utility local improvement districts are required by the interlocal agreement, and

WHEREAS, in order to induce the City of Redmond to grant consent for the District to provide water service to that portion of the development located within Redmond's Utility Service Area and to comply with the requirements of the interlocal agreement relating to annexation and LID/ULID's, the undersigned owners, on behalf of themselves, their heirs, successors and assigns, intending the City of Redmond to be a beneficiary of this agreement, hereby covenant and agree as follows:

1. Annexation to City of Redmond. The undersigned owners understand that at some future date the City of Redmond may desire to annex all or part of the property described on Exhibit B to the City and that annexation will result in the following consequences:
  - a. King County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
  - b. City of Redmond ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
  - c. Governmental services, such as police, fire and utility service, will be provided to the property

by the City of Redmond upon the effective date of annexation;

- d. The property may be required to assume all or any portion of the City of Redmond indebtedness existing at the time of annexation and property tax rates and assessments applicable to the property may be higher or lower than those applicable prior to the effective date of annexation;
- e. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- f. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of owners' rights to oppose annexation of the property to the City of Redmond, owners agree to sign a petition for annexation to the City of property including all or part of the property described on Exhibit B as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the owners are requested by the City to do so. The owners also appoint the Mayor of the City as owners' attorney-in-fact to execute an annexation petition on owners' behalf in the event that owners shall fail or refuse to do so and agree that such signature shall constitute full authority from the owners for annexation as if owners had signed the petition themselves. Owners further agree not to litigate, challenge or in any manner contest, annexation to the City. This agreement shall be deemed to be continuing, and if owners' property is not annexed in response to one or more petitions for whatever reason, including a decision by the City not to annex, owners agree to sign any and all subsequent petitions for annexation. In the event that any property described on Exhibit B is subdivided into smaller lots, and/or ownership thereof is transferred, the purchaser or other transferee of each subdivided lot or other portion or the entirety of the property shall be bound by the provisions of this paragraph and by purchasing or otherwise assuming an ownership interest designates the Mayor of Redmond as attorney-in-fact as provided above.

- 2. Waiver of Right to Protest Formation of LID/ULID. The undersigned owners acknowledge that the entire property legally described on Exhibit B would be specially

benefited by the following utility improvements (specify):

1. Future storage facility to be constructed by Redmond or others to serve the property
2. Future water supply connection by Redmond to City of Seattle Tolt Supply System
3. Future water transmission/distribution mains which connect the site to City of Redmond water supply and storage facilities including, but not limited to water mains in the following streets, private roads or easements
  - a. 204th Avenue N.E.
  - b. 200th Avenue N.E.
  - c. 196th Avenue N.E.
  - d. N.E. 124th Street
  - e. N.E. 118th Street
  - f. 206th Avenue N.E.
  - g. N.E. 103th Place  
(Old Redmond Road)
  - h. N.E. 113th Place  
(Old Redmond Road)

Or by improvements providing substantially equivalent service to the property. Owners agree to sign a petition for the formation of an LID or ULID for all or any of the specified or substantially equivalent improvements at such time as one is circulated and owners hereby appoint the Mayor of the City as their attorney-in-fact to sign such a petition in the event owners fail or refuse to do so. By purchasing or otherwise acquiring an ownership interest in all or any part of the property, all transferees thereby so designate the Mayor of the City as attorney-in-fact.

With full understanding of owners' right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, owners agree to participate in any such LID or ULID and to waive their right to protest formation of the same. Owners shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this agreement is signed by the owners.

3. Covenant Running With Land/Binding on Successors. The covenants and agreements set forth herein shall be covenants running with owners' land identified on Exhibit B hereto and shall be binding upon the parties, their heirs, assigns, and successors in interest. Owners acknowledge and stipulate that the agreements and covenants contained herein benefit utility and other property owned by the City by facilitating future



40278.02

WOODINVILLE WATER DISTRICT  
SERVICE AREA AGREEMENTS INVENTORY

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	ADDITIONAL INFO REQUIRED	COMMENTS
City of Woodinville	I - 1	X	Apr. 26, 1994	Agreement between WWD and McCauliffes for side sewer service	X	Exhibit A - Legal is Tax Lot Number and not adequate to locate property, map is included

I-1

Woodinville Water District  
17238 Woodinville-Duvall Road  
P.O. Box 1390  
Woodinville, WA 98072  
(206) 483-9104

AGREEMENT

This agreement is made this 26<sup>th</sup> day of APRIL, 1994 between the Woodinville Water District ("District") and James M. McAuliffe and Rosemary A. McAuliffe, husband and wife ("Owners").

Whereas, the District, a special purpose municipal corporation, provides sewer service to property within its political boundaries; and

Whereas, the property legally described in Exhibit A, which is attached hereto and incorporated by reference herein, belongs to Owners; and

Whereas, Owners desire to provide sewer service to their property; and

Whereas, District resolutions require the property owners seeking to connect to the public sewer system to extend the public sewer in the public right of way the length of their property; and

Whereas, the topography of Owners' property precludes extension in the public right of way adjacent to Owners' property of a gravity flow public sewer beyond Owners' property; and, as a consequence, service to property beyond Owners' property will be provided by gravity sewers that will flow away from Owners' property; and

Whereas, Owners' property can be served by gravity from an existing public sewer adjacent to Owners' property; and

Whereas, Department of Ecology regulations (WAC 173-240-104 (3) (b)) allow installation of a private side sewer longer than 150 feet if sewer service will be provided to a single nonresidential, commercial or industrial user; and

Whereas, Owners' intend to serve a single commercial user; and

Whereas, the Board of Commissioners has concluded that the interest of the public, of the District and of the Owners is served by allowing an exception to District resolutions under the following terms and conditions; now therefore

The parties hereby agree

1. That an exception to District policy is authorized and the District will not require Owners to extend a public sewer in 148th NE the length of Owners' property; instead, Owners may install a private side sewer and may connect property, legally described in Exhibit A, to the District's sewer main in NE 145th.
2. Owners agree that the side sewer will be installed and maintained in accordance with all other applicable District resolutions.
3. Owners agree that sewer service provided pursuant to this agreement shall be for a single, nonresidential, commercial, or industrial use; and that a change of use from those specified is grounds for the District to terminate service or to require the extension of the public sewer along 148th NE in accordance with District resolution.

RECEIVED  
MAY 20 1994

Woodinville Water District

Stewart Title Company has placed this document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document.

STWW 18451-12  
9405031440

348503-1440 11/13/94 10:00 AM RECEIVED

4. If either party resorts to litigation to enforce this agreement, the prevailing party shall recover all of its costs of litigation, including reasonable attorney's fees, and costs and attorney's fees incurred on appeal.

5. This agreement shall be recorded, at the cost of Owners, and shall be a covenant and equitable servitude running with the land legally described in Exhibit A and shall be binding upon the parties successors, heirs, and assigns.

WOODINVILLE WATER DISTRICT ("District")

By Robert Bandarra

Its General Manager

James W. Gillette  
("Owner")

Freeman M. Gillette  
("Owner")

By \_\_\_\_\_

Its \_\_\_\_\_

Address 17617 - 88th Ave NE

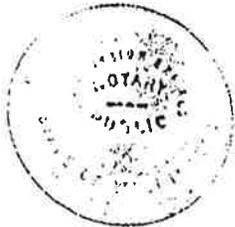
Bothell, WA 98011

Telephone 206-486-8397

9405031440

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Robert Bandarra ~~James W. Gillette~~ is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the WOODINVILLE WATER DISTRICT, a municipal corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated April 29, 1994  
DeAnna Hillbert  
Notary Public in and for the State  
of Washington, residing at Bedmond  
My Appointment Expires 1-30-96

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that James M. McAuliffe is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated April 26, 1994  
Cathleen F. Jenning  
Notary Public in and for the State  
of Washington, residing at Woodinville  
My Appointment Expires 6/5/97

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Rosemary McAuliffe is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated April 26, 1994  
Cathleen F. Jenning  
Notary Public in and for the State  
of Washington, residing at Woodinville  
My Appointment Expires 6/5/97

9405031440

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 he/she signed this instrument on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

Tax Parcel Number 142605-9065-02. Located in the SW 1/4 of the SW 1/4 of Section 14,  
Township 26 North, Range 5 East, W.M., in King County Washington.

9405031440

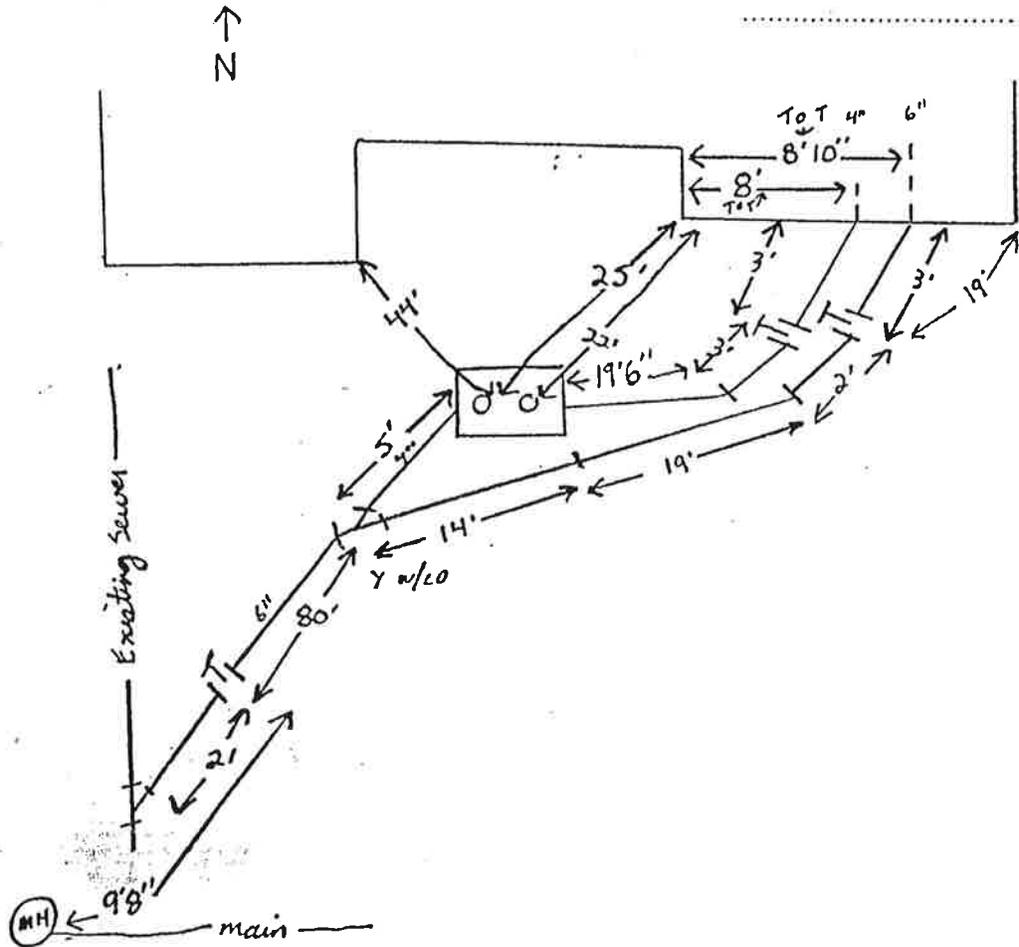
TYPE WORK:  
 ON R.W.  BASIC FEE ..... 2  
 PRIVATE  FOOTAGE .....  
 REPAIRS OR ALTERATIONS  OTHER .....  
 TOTAL FEE .....

WATER DISTRICT 104  
 WOODINVILLE, WASHINGTON  
 483-9104

PERMIT NO. 1107  
 ACCOUNT NO .....  
 DWG NO .....  
 DATE 3-9-94

**SIDE SEWER PERMIT**

OWNER: JAMES & ROSEMARY McAWLIFFE CONTRACTOR: VAN MAR  
 HOUSE ADDRESS: 14810 NE 145th ST DESCRIPTION: LOT ..... BLK .....  
 NAME SUB-DIVISION ..... HOLLYWOOD School House



IN PLACE PIPE TEST:  
 TYPE TEST: Water  
 RESULTS: 100%  
 100%

I HEREBY CERTIFY THAT TESTING HAS BEEN APPROVED  
 AND THE ABOVE CONNECTION HAS BEEN MADE AS SHOWN  
 BY: sl+km INSPECTOR DATE: 3-9-94

PERMIT 1107

REGULAR MEETING

April 5, 1994

Item 8(f): Hollywood Schoolhouse Sewer Waiver

DISCUSSION:

Please refer to the attached March 18, 1994, letter to the District, from James and Rosemary McAuliffe, owners of the Hollywood Schoolhouse. We have advised the owners' project manager, Al Jackson, that the Board will be meeting on April 5, 1994, and not April 4, 1994, as their letter indicates. The property is located at the NE corner of NE 145th Street and 148th Avenue NE. Please see the attached map.

The owners have recently expanded the facilities at the Hollywood Schoolhouse, and have installed a new side sewer connection, as required for the new portion of the building. As the McAuliffe's have indicated, an existing produce stand is also located on the property, and they are requesting a sewer hook-up for the sinks and toilet facility at the produce stand.

The produce stand is located on the northern portion of the property. A side sewer from the produce stand to the existing side sewer would have to run about 230 feet to reach the existing sewer at NE 145th Street. However, Resolution 3028, adopted by the Board on October 19, 1993, states that the maximum length of side sewers shall be no more than 150 feet from the sewer main to the building. The McAuliffe's proposed side sewer is in excess of the allowed length.

To comply with the District's policy regarding maximum side sewer length, the property owner would be required to extend a new sewer main northward along 148th Avenue NE, to the northern property line.

Several factors must be noted regarding the northward extension of a sewer main along 148th Avenue NE. These factors are counterpoint to the District's policy regarding a sewer main extension:

- The Washington Department of Transportation has recently completed road improvement work at the intersection, and a sewer construction project would cause the new road-work to be torn up.
- The subject property is located in an isolated corner of the City of Woodinville. To our knowledge, the City has received no requests to annex areas to the north of the Hollywood Schoolhouse. Therefore, those areas to the north will remain outside of the Sewer Local Service Area, and will be ineligible for sewer service. Only two additional properties, immediately to the north are located within the City limits.
- The elevation profile along 148th Avenue NE drops, as one proceeds northward along 148th Avenue NE. Any future extension of a sewer from about the northern property line of the Hollywood Schoolhouse property will most likely need to drain by gravity in a northerly direction, and not tie into the existing main along NE 145th Street, or be pumped to NE 145th Street.
- Due to the topography, it is questionable whether the property immediately to the north can be served by gravity to NE 145th Street.

Please note that the produce stand is currently served by a separate meter, as required, and is billed as Hollywood Gardens Nursery. Sewer service would be added to this account.

**RECOMMENDED ACTION:**

Staff's recommendation has to be that the property owner must install a permanent sewer main along 148th Avenue NE, in accordance with District policy and resolutions. A variance to policy at this time could preclude future extension of the sewer. Further discussion by the Board and staff is warranted.

**FINANCIAL IMPACTS:**

Property owner will be responsible for the costs of the sewer main extension, through a developer extension agreement.

C:\WORD\MISCINQ\MCAULIF2.DOC

March 18th, 1994

Mr. Ed Cobron  
President of the Board of Commissioners  
Woodinville Water District  
17238 Woodinville-Duvall Road  
Woodinville, WA 98072

RE: Hollywood Schoolhouse

Dear Mr. Cobron,

We hereby request a sewer extension from the current 150 foot maximum sewer length now granted for our property via Resolution 3028, Sewer Extension #13. Our property is located at 14810 NE 145th and is known as the Hollywood Schoolhouse. We need the additional 230 foot extension to accommodate a sewer hookup for two sinks and a toilet facility at our produce stand site located on the same property.

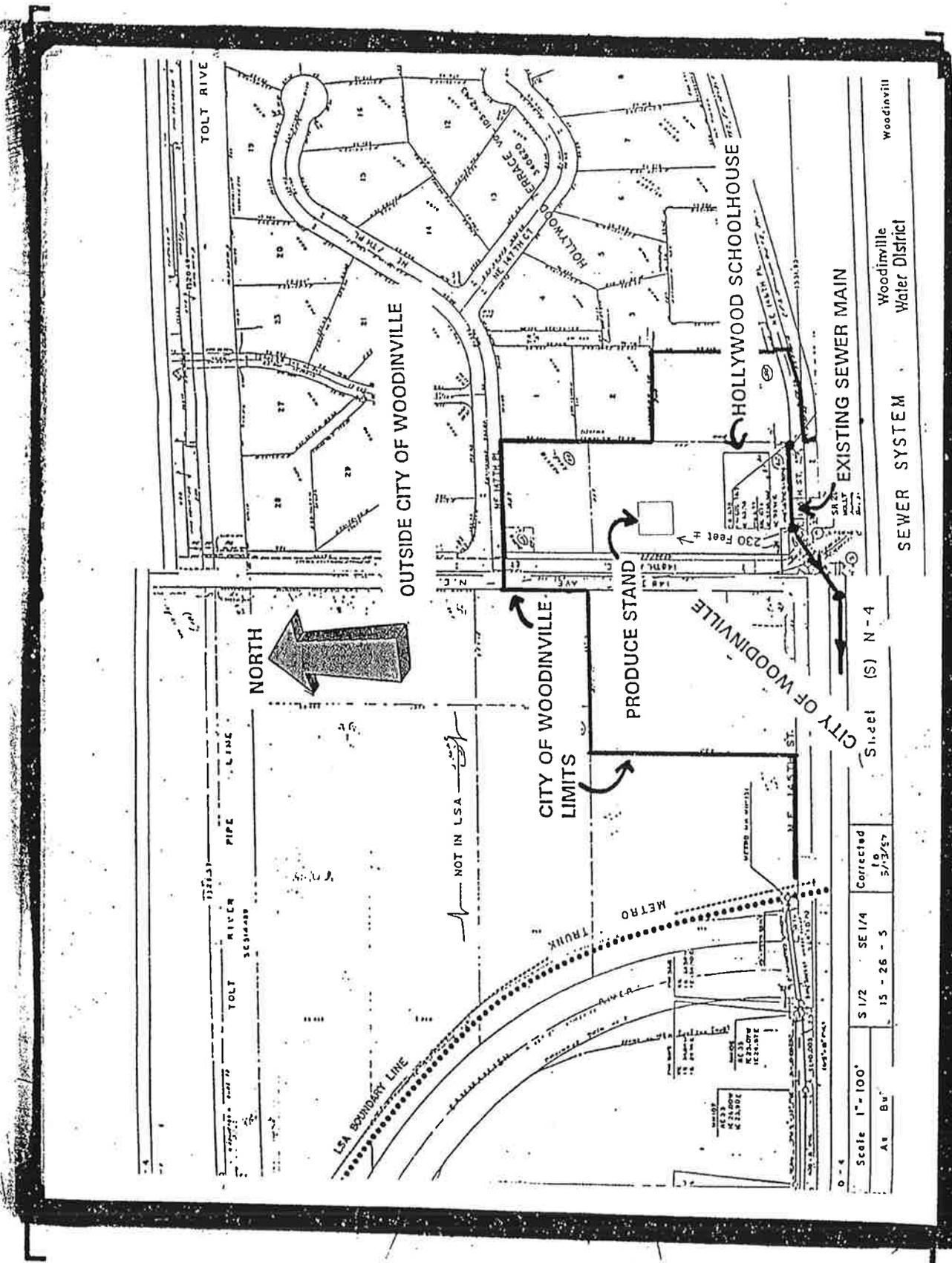
The Hollywood Schoolhouse and produce stand share the same tax parcel lot, #142605-9065-02. The Schoolhouse building already has sewer hookup. It is only because the produce stand is located farther back on the property that we need to request this extension. The existing sewer system stub is at a depth to accommodate this extension. In addition, the 6" stub is large enough to handle our requirements as far as flow and capacity are concerned.

We also desire that our request be read and decided at your April 4th, 1994 meeting. If you or any other commissioners have any questions prior to the April 4th meeting please contact Mr. Al Jackson, our project manager, anytime at #481-7925. Thank you for your cooperation in this matter.

Sincerely,

  
James M. McAuliffe and Rosemary A. McAuliffe, owners

CC: Mr. Bob Bandarra, Mgr.-Woodinville Water District



EXISTING SEWER MAIN

SEWER SYSTEM Woodinville Water District

Sheet (S) N-4

Scale	1" = 100'	S 1/2	SE 1/4	Corrected to	5/13/57
As Bu		15 - 26 - 5			

D-4

Ringhill Transmission Main North

It was brought to the District's attention that there are wetlands on the properties involved in this project. A determination will now have to be made about how to address this issue and this will slow the progress of this project. Mr. Pick is still awaiting receipt of the clearing and grading permit.

Samamish Reservoir Permit Close-out

Mr. Pick informed the Board that the District should receive a letter in the near future from the City of Woodinville accepting the proposed improvements thereby allowing the County to approve the project.

B. Latecomer Agreement Resolution Modification

It was moved by Commissioner Maxfield to approve Resolution No. 3062, establishing policies for reimbursement agreements for developer extension agreements revoking Resolution No. 2825. Seconded by Commissioner Harrell. So ordered.

C. Westbrook Estates

Mr. Bostic and Mr. Meacham, general counsel representing Mr. Bostic, were present. Discussion ensued regarding Mr. Bostic's position with regard to this issue. It was apparent that this issue could not be resolved at this meeting, as there are too many policy conflicts between the City of Redmond and the District that still need to be addressed.

The Board's direction was to have Mr. Ruark meet with staff to discuss several issues regarding this project in an effort to discover solutions that will meet the requirements of all parties involved. Mr. Ruark will provide a written position on this matter for the April 19th Board meeting (Mr. Ruark will not be in attendance at that meeting).

D. Public Works Trust Fund Applications

It was moved by Commissioner Maxfield to authorize the General Manager to give notice to proceed to CHS Engineers to prepare Public Works Trust Fund Applications for the NE 175th Street Sewer Replacement Project and the Aspenwood Standpipe Construction Project. Seconded by Commissioner Harrell. So ordered.

E. City of Woodinville 140th Avenue NE Project -- AC Water Main Replacement

It was moved by the Commissioner Maxfield to authorize the General Manager to give notice to proceed to CHS Engineers to begin design of the 140th Avenue NE Water Main Replacement Project and authorize an additional \$100,000 to the AC project for 1994. Seconded by Commissioner Harrell. So ordered.

F. Hollywood Schoolhouse Sewer Waiver

It was moved by Commissioner Maxfield to approve a one time variance to the District's policy to allow the installation of a side sewer in excess of 150 feet. Approval is based on the questionable topography of the area and as to whether or not additional sewer services will ever be requested to the north of this extension. An agreement will be executed and recorded against the property clearly stating the conditions of land use. If the fruit stand is demolished and land use changed to a higher density multi-building use or a single family residence, the variance will become null and void. Should any of those

conditions occur, a permanent sewer extension will be required. Seconded by Commissioner Harrell. Motion carried 3-0. So ordered.

10. SIGN APPROVED RESOLUTIONS

- (a) Final Project Acceptance, Woodinville Alliance Church, DE 93-11

11. SIGNIFICANT CORRESPONDENCE

- (a) City of Bellevue - Water Works Group, Letter

No comments or action taken regarding this correspondence.

- (b) Mr. Bob Howell, Letter

The Board directed staff to respond to Mr. Howell's letter regarding water quality with direct input from general counsel.

The meeting was recessed for a short break at 8:30 PM and will reconvene into Executive Session at 8:35 PM.

Commissioner Cebon called to meeting back to order at 8:35 PM.

14. EXECUTIVE SESSION

- (a) Personnel Issue

The Board came out of Executive Session at 8:46 PM.

12. COMMISSIONER'S FOLLOW-UP

Commissioner Cebon mentioned that the proposed purveyor contract amendment is out of the Seattle Utilities subcommittee, chaired by Councilmember Nolan, with a pass vote.

Commissioner Maxfield discussed the issue of equity with the RWA members.

Commissioner Harrell suggested a ribbon cutting ceremony for the Demonstration Garden Open House on April 30, 1994. Commissioner Harrell asked about Congresswoman Cantwell's attendance. Representative Cantwell will not confirm attendance at this time.

13. ATTORNEY'S REPORT

There were no items for discussion under Attorney's Report.

15. ADJOURNMENT

There being no further business, It was moved by Commissioner Maxfield to adjourn at 8:52 PM. Seconded by Commissioner Harrell. So ordered.