

WOODINVILLE WATER DISTRICT

8/22/2022

INTERLOCAL AGREEMENTS INVENTORY - Addendum to 2007 Compilation

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	COMMENTS
City of Redmond	R10	Yes	Feb. 12, 2002	Agreement between WWD and City of Redmond stating that the entire Trilogy development's sewer service is served by City of Redmond	

WOODINVILLE WATER DISTRICT

8/22/2022

INTERLOCAL AGREEMENTS INVENTORY - Addendum to 2007 Compilation

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	COMMENTS
NUD	N20	No	Jun. 15, 1998	Agreement for NUD to provide interim sewer service within WWD for the McKinley Short Plat, Lot 1 (1 Lot)	
NUD	N21	Yes	Feb. 6, 2001	Agreement for the transfer of sewer service, facilities and easements within the Willows Road Area from NUD to WWD	Appear to be 8 separate easements with facilities being transferred, but only 7 shown on map
NUD	N22	Yes	Sept. 13, 2004	Agreement for NUD to provide interim sewer service within WWD for the "Perkins Lane" (6 lots)	NUD providing service due to topography and their ability to provide gravity sewer
NUD	N23	Yes	Mar. 6, 2014	Agreement for NUD to provide interim sewer service within WWD for the "Momco Subdivision" (26 lots)	NUD in closer proximity to development
NUD	N24	Yes	Sept. 24, 2014	Agreement for NUD to provide interim sewer service within WWD for the Plat at Meritage Ridge (6 parcels)	NUD in closer proximity to development
NUD	N25	Yes	Oct. 7, 2014	Agreement for NUD to provide interim sewer service within WWD for the Vinter's West Plat (6 lots and easement)	NUD in closer proximity to development
NUD	N26	Yes	Jun. 3, 2016	Agreement for NUD to provide interim sewer service within WWD for 2 parcels	Initiated by phone call from Breffni McGeough
NUD	N27	Yes	Jun. 1, 2017	Agreement for NUD to provide interim sewer service within WWD for Akerstrom Short Plat (5 lots)	NUD providing service due to topography and their ability to provide gravity sewer
NUD	N28	Yes	Aug. 29, 2018	Agreement for NUD to provide interim sewer service within WWD for the Spatacean Property (1 lot)	WWD unable to provide sewer service due to geographical considerations. Appears that there are multiple Spatacean properties but only is provided sewer per this agreement

WOODINVILLE WATER DISTRICT

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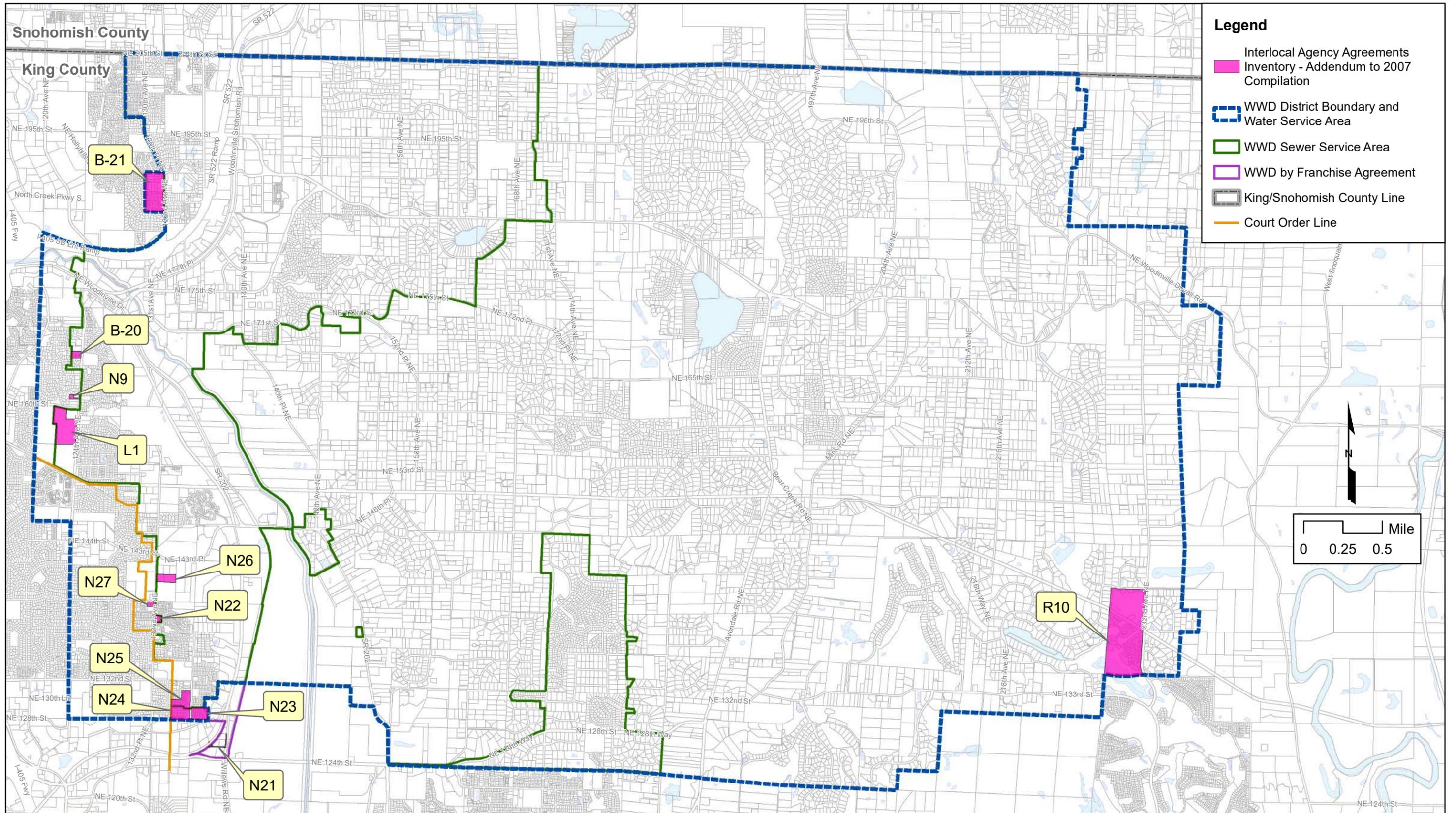
AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	COMMENTS
Northeast Lake Washington Sewer & Water District of King County	L1	Yes	May. 15, 1991	Agreement for NE Lk WA Wtr & Swr Dist. to provide interim sewer service within WWD for Lift Station and Covenant Running with Land at Woodmoor Elementary School	No map provided

WOODINVILLE WATER DISTRICT

8/22/2022

INTERLOCAL AGREEMENTS INVENTORY - Addendum to 2007 Compilation

AGENCY	DOCUMENT	ON MAP	DATE	DESCRIPTION	COMMENTS
City of Bothell	B-20	Yes	Jan. 30, 2004	Agreement between WWD and City of Bothell stating that Wolfe Ridge Shortplat sewer service is served by WWD (4 lots w/in City of Bothell, imediately adjacent to WWD)	City of Bothell does not have sewer or water service near by, extremely unlikely that Bothell will ever provide swewer servcie to this area
City of Bothell	B-21	Yes	Oct. 5, 1998	Agreement between WWD and City of Bothell stating that Amber Lane plat and adjacent properites sewer service is served by City of Bothell (properties inside WWD service and City of Woodinvile)	Approved as part of the Goldstar development in 1998 (Bothell G). Services connected via Sanitary Sewer mainline owned by City of Bothell along 132nd ROW



Interlocal Agreements Inventory - Addendum to 2007 Compilation

FIGURE F-1

**ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN
REDMOND AND WOODINVILLE WATER DISTRICT
BLAKELY RIDGE (TRILOGY)**

R10

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, paragraph 12 of the agreement provides that future developments that straddle the common boundary line shall be approved by an addendum on a case-by-case basis and

WHEREAS, the Blakely Ridge Urban Planned Development, also known as Trilogy ("Trilogy") straddles the common boundary line and

WHEREAS, Redmond and Woodinville wish to identify a new common boundary line in this area

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) Sewer Service Boundary for Trilogy
The entire Trilogy development as shown on Exhibit A shall be in the sewer service area of the City of Redmond.

- 2) Water Service Boundary for Trilogy
The Trilogy development south of the north lines of the South half of the Southwest quarter and the South half of the Southeast quarter of Section 22 shall be in the water service area of Redmond. The Trilogy development north of this line shall be in the water service area of the District. (See Exhibit A).

3) Future Boundary Revision

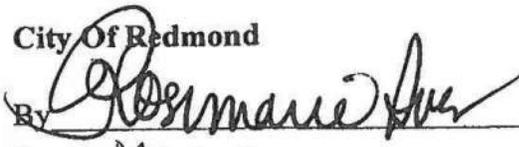
Should Redmond or Woodinville wish to revise the above boundaries, the party desiring the change shall make a proposal to the other party with reasons for the change. The boundary may be revised as approved by a written amendment to this agreement.

4) 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 12th day of February, 2002.

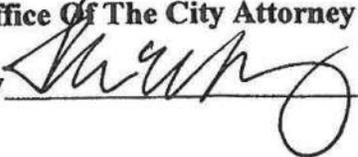
City Of Redmond

By 

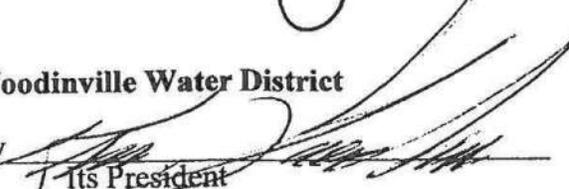
Its MAYOR

Approved As To Form:

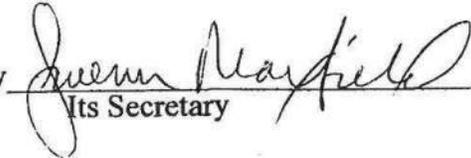
Office Of The City Attorney

By 

Woodinville Water District

By 

Its President

By 

Its Secretary

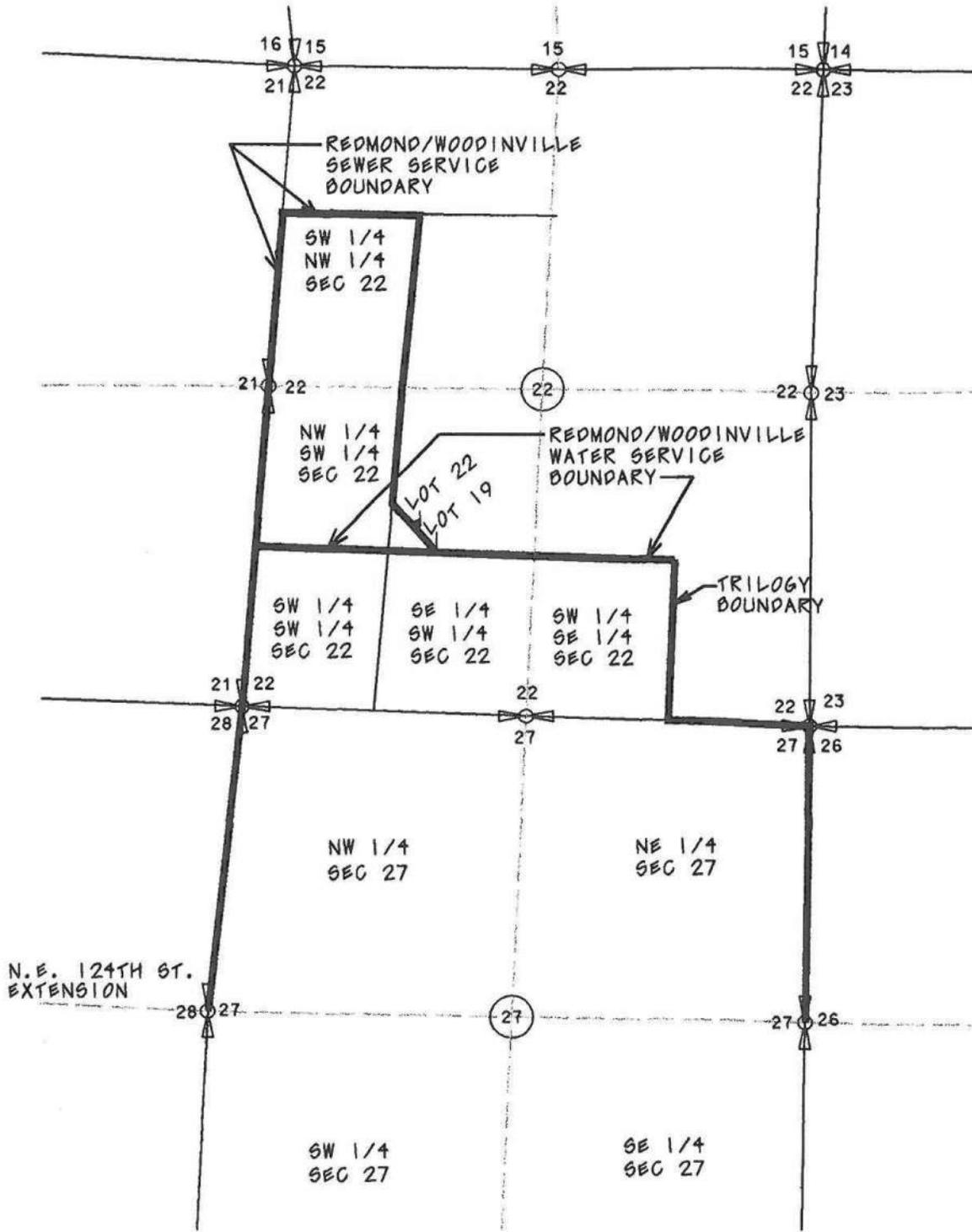
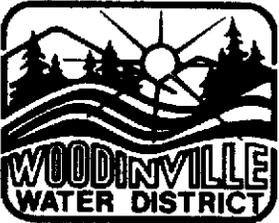


EXHIBIT A





WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duval Road
P.O. Box 1390
Woodinville, Washington 98072-1390
(425) 483-9104
FAX (425) 485-6381

COMMISSIONERS
Walter Backstrom
Kenneth Goodwin
Gail C. Harrell
Maureen Jewitt
Gwenn Maxfield

N21

GENERAL MANAGER
Bob Bandarra

February 12, 2001

John Hastig
Northshore Utility District
6830 NE 185th Street
Kenmore, WA 98028-2701

RE: Northshore Utility District Pump Station #16

Dear John:

Here is the executed revised Agreement for the transfer of the easements and ownership of the pipes within the "Willows Road Area" from NUD to WWD. Also enclosed for your records is a copy the Resolution authorizing WWD's General Manager to sign the Agreement.

To assist you in the transfer of the easements mentioned in the Agreement I've included Assignment of Easement forms. I hope this helps.

Another item of concern to us is the billing of these properties for sewer service. We are currently handling the effluent generated from the Willows Road Area properties and are not billing them. Redmond is the water purveyor to these properties, therefore, I assume you have an agreement with them or at least a working relationship with them to determine the customers sewer bill. If this is correct I will need that information and/or a contact at Redmond to institute our billing of the properties. Your help on this matter is of immediate importance to us. Maybe the best way to handle this would be for our finance people to talk to your finance people. Please call me to discuss this at your earliest convenience.

Should you have any questions regarding this matter please contact me extension 322.

Sincerely,
WOODINVILLE WATER DISTRICT

Robert G. Bieker
Engineering

Cc: Finance, WWD

c:\winword\devext\nsps#16\NUD ltr1

WOODINVILLE WATER DISTRICT
KING COUNTY, WASHINGTON

RESOLUTION NO. 3379

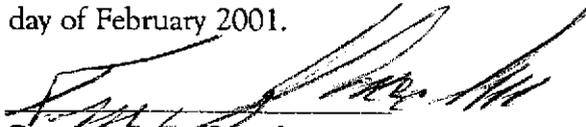
A RESOLUTION OF THE Board of Commissioners of the Woodinville Water District approving a contract with the Northshore Utility District conveying sewer facilities and easement interests located in the Willows Road area to the Woodinville Water District and authorizing the District's Manager to sign the contract.

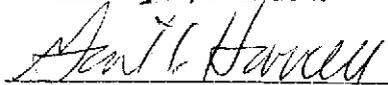
Whereas, the Northshore Utility District has agreed to convey to the Woodinville Water District certain sewer utility facilities and related easements and the Woodinville Water District has agreed to accept such facilities and operate and maintain them; and

Whereas, a contract for such conveyance has been developed and reviewed by the Board of Commissioners; now, therefore,

The Board of Commissioners of the Woodinville Water District hereby resolve that the contract for conveyance of sewer facilities located in the Willows Road area as attached hereto is approved and the District's General Manager is authorized to sign such contract.

Adopted by the Board of Commissioners of the Woodinville Water District, King County, Washington, at a regular meeting thereof on this 6th day of February 2001.


Commissioner/President


Commissioner/Vice President


Commissioner/Secretary


Commissioner

Commissioner



Northshore Utility District

ADDRESS

6830 NE 185th Street
Kenmore, WA 98028-2701
P.O. Box 82489
Kenmore, WA 98028-0489

TELEPHONES

Engineering: (425) 398-4401
Administration: (425) 398-4402
Operations: (425) 398-4403
Information: (425) 398-4400
Website: [Http://www.nud.net](http://www.nud.net)

FAX NUMBERS

Engineering: (425) 398-4435
Administration: (425) 398-4430
Operations: (425) 398-4432
Purchasing: (425) 398-4434

January 25, 2001

Mr. Robert G. Bieker
Woodinville Water District
P.O. Box 1390
Woodinville, WA 98072-1390

Re: Transmittal of Interlocal Agreement Document
Northshore Utility District Pump Station 16 Abandonment

Dear Bob,

Enclosed you will find two original copies of the revised Agreement for the transfer of the easements and ownership of the pipes within the "Willows Road Area" development from NUD to WWD. Our Board acted upon this agreement on Monday, January 22, 2001, repealing their previous action and replacing it with the revision. Upon your Board's action and signing (including insertion of the WWD Resolution number), please return one copy of this document to me and we will provide all of the pertinent original information we have in our records to you.

Our crews have now completed filling of the dry well.

Thanks for working this all out with us, Bob. It's funny how "common knowledge" – or assumptions – don't always reflect the detailed reality. But we got it done.

Please give me a call if you have any questions regarding this matter. I may be reached at (425) 398-4400 ext. 122.

Sincerely,

John D. Hastig, P.E.
Engineering Manager

Enclosures - 2

Cc: Olson
Project File

District File

I:\Engineering\PROJECTS\lift Sta 16 Abandonment\Transmittal of Interlocal Agreement.doc

Accountable Management - Responsible Usage

AGREEMENT

This agreement is entered into between Northshore Utility District, a Washington municipal corporation formerly known as Northeast Lake Washington Sewer and Water District ("Northshore"), and Woodinville Water District, a Washington municipal corporation ("Woodinville").

Background

1. Northshore currently provides sanitary sewer service to the area known as the Willows Road Area which is shown on the attached Exhibit A (the "Willows Road Area"). Northshore desires to terminate sanitary sewer service to the Willows Road Area because it is not within its district boundaries.
2. Woodinville is willing to provide sanitary sewer service to the Willows Road Area.
3. Northshore intends to transfer and assign to Woodinville any and all of its right, title and interest in and to the easements itemized below as a) through h) below, any permits or agreements relating to such easements, and Northshore's interest in any improvements located over, through, across and upon such easements, (collectively referred to in this agreement as the "Transferred Property") :
 - a) Easement from Willows 124th Associates to Northeast Lake Washington Sewer and Water District dated February 23, 1984 recorded under King County recording number 8402280720.
 - b) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280719.
 - c) Easement from Richard P. File and Joan M. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280718.
 - d) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280717.
 - e) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 2, 1984 recorded under King County recording number 8402280716.

Agreement
Transfer of Property
Willows Road Area

- f) Easement from Richard P. File to Northeast Lake Washington Sewer and Water District dated February 4, 1984 recorded under King County recording number 8403200736.
 - g) Easement from Willows 124 Associates Limited Partnership to Northeast Lake Washington Sewer and Water District dated January 28, 1991 recorded under King County recording number 9102050953.
 - h) Easement from Elling Halvorson and Barbara Halvorson to Northeast Lake Washington Sewer and Water District dated November 21, 1990, recorded under King County recording number 9102050954.
4. The following property will not be transferred to Woodinville, but has been removed and retained, or abandoned, by Northshore: a lift station with controls and two Cornell pumps located on the easements referenced above.
5. The purpose of this agreement is to provide the terms and conditions under which the transfer of the services and of the Transferred Property will occur.

Agreement

It is agreed as follows:

1. **Assignment.** In consideration of Woodinville taking over the responsibilities of providing sanitary sewer service to the Willows Road Area, Northshore assigns, transfers, sets over and delivers unto Woodinville all of Northshore's estate, right, title and interest in and to the Transferred Property and Woodinville accepts such assignment. This transfer shall be effective upon the mutual execution of this Agreement (the "Effective Date").
2. **Assumption.** Effective upon the Effective Date, Woodinville assumes the performance of all of the terms, covenants and conditions imposed upon Northshore under the Transferred Property accruing or arising on or after the Effective Date. Woodinville shall be responsible for the transfer of sanitary sewer service to Woodinville, including any interim sewage diversion. Northshore shall be responsible for removal of the lift station, controls and two Cornell pumps located on the Transferred Property. Woodinville agrees to indemnify, defend and hold Northshore harmless from any and all claims, demands, liabilities, costs (including attorneys' fees) and expenses whatsoever related to the Transferred Property arising on or after the Effective Date or arising from Woodinville's breach of this Agreement.

Agreement
Transfer of Property
Willows Road Area

3. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Northshore and Woodinville, their successors in interest and assigns.
4. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington and Northshore and Woodinville agree that venue is proper in King County.
5. **Miscellaneous.** Headings in this Agreement are for convenience only and shall not define or limit the provisions of this Agreement. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against any party. Any modification or waiver of any term of this Agreement must be in writing signed by the party or parties against which enforcement of the modification or waiver is sought. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement and all prior and contemporaneous agreements, representations and understandings, written or oral, are superseded and merged into this Agreement. Should any term, provision, covenant or condition of this Agreement be void, invalid or inoperative, the same shall not affect any other term, provision, covenant or condition of this Agreement, but the remainder shall be effective as though the void, invalid or inoperative term, provision, covenant or condition had not been contained in this Agreement.
6. **Counterparts.** This Agreement may be signed in counterpart, and each counterpart shall be deemed one and the same agreement.
7. **Authorization.** Execution of this Agreement by the under signed representatives of each party has been authorized by Resolution No. 2001-1-17 of the Board of Commissioners of the Northshore Utility District and Resolution No. 3379 of the Board of Commissioners of the Woodinville Water District.

NORTHSHORE UTILITY DISTRICT,
a Washington municipal corporation

By: R. Daniel Olson
Name: R. Daniel Olson
Its: General Manager

WOODINVILLE WATER DISTRICT,
a Washington municipal corporation

By: [Signature]
Name: _____
Its: _____

Exhibit "A"

8403200736

LOT 1

1.10 Ac (109)

1.03 Ac (97)

LOT 3

LOT 4

1.00 Ac (111)

KC SP 1078060 - 8003270855

LOT 1

1.66 Ac (102)

WRA 6R

3.16 Ac (6A)

3.14 Ac (110)

BURLINGTON NORTHERN

KC SP 1078031 - 7905170888

LOT 2

WRA 5

1.22 Ac (101)

8402280717

WRA 4

8402280718

LOT 4

WRA 7R

1.46 Ac (10A)

WRA 3

0.93 Ac (103)

WILLOW RD

KC SP R278020 - 7906250893

WRA 1R

LOT 3

WRA 2

1.33 Ac (105)

LOT 1

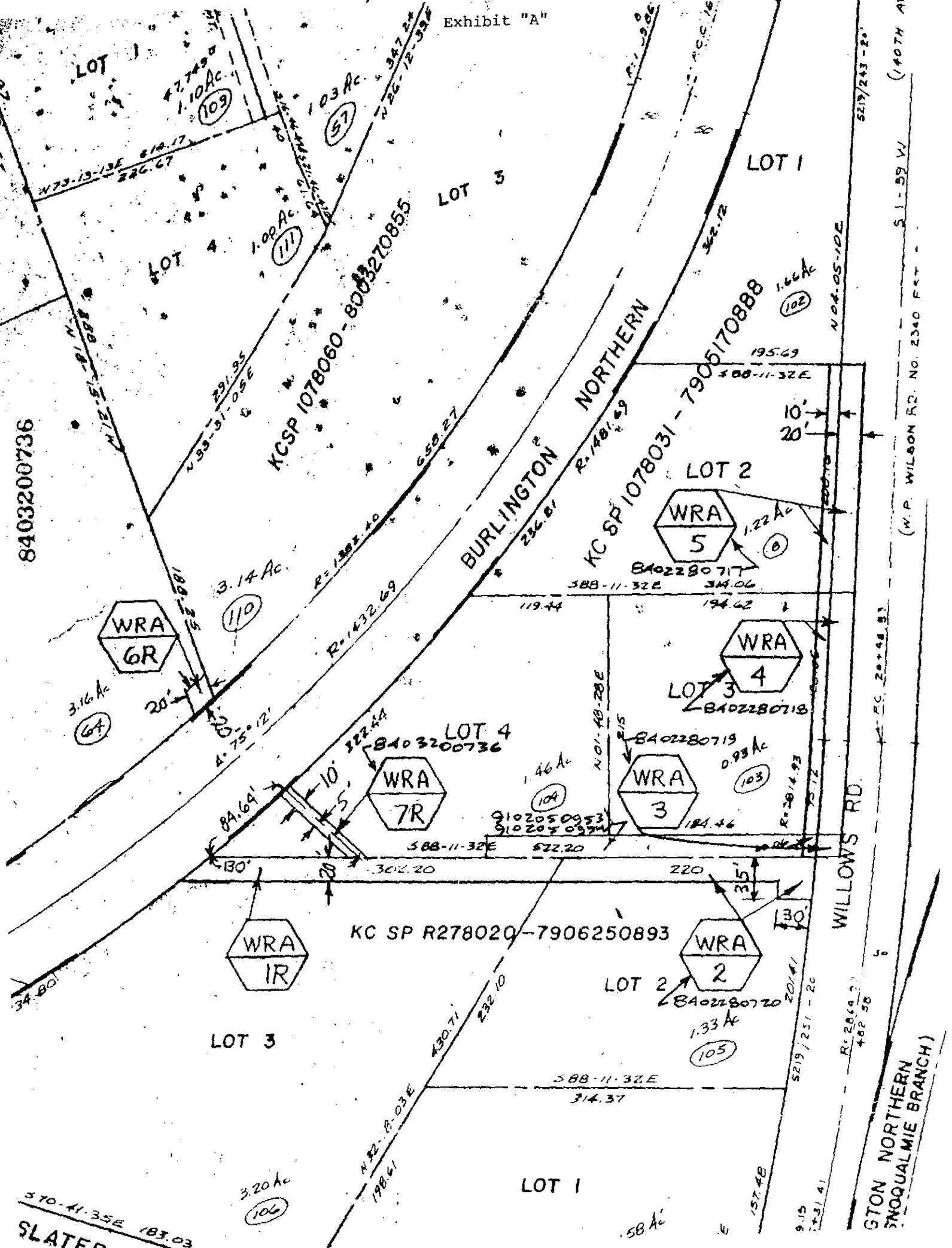
3.20 Ac (106)

58 Ac

SLATER 570-41-35E 183.03

GTON NORTHERN SNOQUALMIE BRANCH

W.P. WILSON RD. NO. 2340 FT. (140TH AVE)





PACIFIC NORTHWEST TITLE

DATE: 5/13

TIME: 8:10

TOTAL # OF PAGES: 7

PREPARED FOR: BOB

Woodinville Water District

Enclosed are the following items per your request:

Listing Package

Property Profile

Comparable Sales

Map

Document(s)

CC&R's

Other: _____

PREPARED BY: Kari

Phone: (206) 343-1323 Fax: (206) 343-1334

Web site: <http://pnwt.com> E-mail: cs@pnwt.com

Please remember to specify Pacific Northwest Title on all of your
Purchase and Sale Agreements

Disclaimer: The information provided is not the result of a Title Search and is not based on a complete examination of the public records. Pacific Northwest Title Company disclaims any liability as to the sufficiency of the documents in this profile.

PNWT.COM

What's New This Month?

New & Improved Corporate Directory!



Visit our Employee Email Directory & easily contact your sales team, title & escrow officers & customer service department!

Meet Unit 8... We've added a fun holiday photo of the Unit 8 team!

Easily find our 7 locations with new maps!

Did you know?

607,221 adults (18+) have Web access in Seattle
(Net Track 9/97 indexed to Scarborough Data)

PNWT.COM

"Your Local Real Estate Search Engine"

METROSCAN

PROPERTY PROFILE

Parcel ID: 272605 9106	Bldg: 1	Total	: \$7,074,200
Owner : Bentall Enterprises Llc		Land	: \$972,700
CoOwner :		Struct	: \$6,101,500
Site Addr: 12421 Willows Rd NE Kirkland 98034		%Imprvd	: 86
Mail Addr: 4 Bentall Centre Ste 1800 V7X Vancouver		Cahedg Cd	: 7260
Sale Date: 04/16/97	Doc# : 1764	1999 Tax	: \$102,029.00
Sale Price: \$7,175,000 FULL Deed	: Special Warranty	Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code : 514 IND, HIGH TECH, 25K-50K SQFT		MapGrid	: 506 35
Zoning : MP		NbrhdCd	: 510000
Prop Desc: Willows 124		-- CENSUS --	
Legal : STR 272605 TAXLOT 106 LOT 1 OF KC		Tract	: 219.04
: SHORT PLAT #R278020 (REV) REC		Block	: 1
: #8902210369 SD SP DAF - LOTS 1		QSTR	: NW 27 26N05E

PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built	: 1986
Bath Full:	2nd Floor SF :	Eff Year	:
Bath 3/4 :	Half Floor SF :	Bldg Matl	: Fireprf
Bath 1/2 :	AboveGrnd SF :	Bldg Cond	:
Other Rms:	Bsmnt Finished :	Bldg Grade	: Good
Dining Rm:	Bsmnt Total SF :	Interior	:
Fireplace:	Building SqFt : 84,266	Wall Matl	:
Appliance:	Lease SqFt : 70,982	Insulation	:
Deck :	Deck SqFt :	HeatSource	:
Laundry :	Carport SqFt :	Heat Type	: Central
Porch :	Garage Type :	Air Method	:
Pool :	Attached GrgSF :	ElectricSvc	:
Spa :	Detached GrgSF :	Wtr Source	:
Sauna :	Bsmnt ParkingSF :	Sewer Type	:
Stories : 3	Basement Type :	Purpose	:
Units :	Basement Grade :	Nuisance	:

LAND INFORMATION

.....
 St Access: Std Lot SqFt : 176,854
 Beach Acc: Lot Acres: 4.06
 WtrFront : Lot Shape: Irregular
 WtrFntLoc: Tde/Uplnd:
 WtrFrntFT: Topogrphy: Slope
 GroundCvr: TopoProbd: Slope

OTHER INFORMATION

.....
 St Surface : Soundproof :
 Tennis : Storage :
 Elevator : No Curb/Gutter :
 Sprinklers : No Sidewalk :
 Security : St Light :
 Golf Adj : :

VIEW: Mountain: Lake/Rvt: Puget: City: Lk Wa/Sam:

TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
: Willows 124 Ltd Partne	: 01/30/84	781	:	: Warran	:	:
: Bentall Enterprises L	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

METROSCAN

PROPERTY PROFILE

Parcel ID: 272605 9025	Bldg: 1	Total	: \$5,496,900
Owner : Bentall Enterprises Ltd		Land	: \$428,800
CoOwner :		Struct	: \$5,068,100
Site Addr: 12413 Willows Rd NE Kirkland 98034		Imprvd	: 92
Mail Addr: 4 Bentall Centre Ste 1400 V7X Vancouver		City Cd	: 7260
Sale Date: 04/16/97	Doc# : 1765	1999 Tax	: \$78,301.20
Sale Price: \$5,315,000 FULL Deed	: Special Warranty	Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code : 515 IND, HIGH TECH, 50K-100K SQFT		MapGrid	: 506 J5
Zoning : MP		NbrhdCd	: 510000
Prop Desc: Willows 124 Bldg "B"		-- CENSUS	
Legal : STR 272605 TAXLOT 25 LOT 2 OF KC		Tract	: 219.04
: SHORT PLAT #R278020 (REV) REC		Block	: 1
: #8902210369 SD 3P DAF - LOTS 1		QSTR	: NW 27 26N05E

PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built	: 1996
Bath Full :	2nd Floor SF :	Eff Year	:
Bath 3/4 :	Half Floor SF :	Bldg Matl	: Masonry
Bath 1/2 :	AboveGrnd SF :	Bldg Cond	:
Other Rms:	Bsmnt Finished :	Bldg Grade	: Avg
Dining Rm:	Bsmnt Total SF :	Interior	:
Fireplace:	Building SqFt : 61,077	Wall Matl	:
Appliance:	Lease SqFt : 61,077	Insulation	:
Deck :	Deck SqFt :	HeatSource	:
Laundry :	Carport SqFt :	Heat Type	: Heat Pump
Porch :	Garage Type :	Air Method	:
Pool :	Attached GrgSF :	ElectricSvc	:
Spa :	Detached GrgSF :	Wtr Source	:
Sauna :	Bsmnt ParkingSF :	Sewer Type	:
Stories : 3	Basement Type :	Purpose	:
Units :	Basement Grade :	Nuisance	:

LAND INFORMATION

OTHER INFORMATION

St Access: Std	Lot SqFt : 77,972	St Surface :	Soundproof :
Beach Acc:	Lot Acres: 1.78	Tennis :	Storage :
WtrFront :	Lot Shape: Corner Lot	Elevator : No	Curb/Gutter :
WtrFntLoc:	Tde/Uplnd:	Sprinklers : No	Sidewalk :
WtrFrntFT:	Topogrphy: Rolling	Security :	St Light :
GroundCvr:	TopoPrabd: Rolling	Golf Adj :	

VIIEWS: Mountain: Lake/Rvr: Puget: City: Lk Wa/Sam:

TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DRED	LOAN	TYPE
: Willows 124 Ltd Partne	: 01/30/84	781	:	: Warran	:	:
: Bentall Enterprises L	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

METROSCAN

PROPERTY PROFILE

Parcel ID: 272605 9008	Bldg:	Total	: \$314,300
Owner : Willows Building C Partnership		Land	: \$314,300
CoOwner :		Struct	:
Site Addr: 12611 Willows Rd Ne		%Imprvd	:
Mail Addr: 12515 Willows Rd NE #200 Kirkland Wa 98034		Levy Cd	: 7260
Sale Date: 09/03/90	Doc# : 696	1999 Tax	: \$4,609.84
Sale Price: \$264,200 FULL	Deed : Warranty	Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code : 932 VACANT, INDUSTRIAL, 1 TO 5 ACRES		MapGrid	: 506 H5
Zoning : MP		NbrhdCd	: 510000
Prop Desc: Modular Office		-- CENSUS --	
Legal : STR 272605 TAXLOT 8 LOT 2 KCSP		Tract	:
: 1078031 REC AP # 7905170688 SD		Block	:
: PLAT DAF - POR OF E 1/2 OF NW 1/4		QSTR	: NW 27 26N05E

PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built :
Bath Full:	2nd Floor SF :	Eff Year :
Bath 3/4 :	Half Floor SF :	Bldg Matl :
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :
Other Rms:	Bsmnt Finished :	Bldg Grade :
Dining Rm:	Bsmnt Total SF :	Interior :
Fireplace:	Building SqFt :	Wall Matl :
Appliance:	Lease SqFt :	Insulation :
Deck :	DeckSqFt :	HeatSource :
Laundry :	Carport SqFt :	Heat Type :
Porch :	Garage Type :	Air Method :
Pool :	Attached GrgSF :	ElectricSvc :
Spa :	Detached GrgSF :	Wtr Source :
Sauna :	Bsmnt ParkingSF:	Sewer Type :
Stories :	Basement Type :	Purpose :
Units :	Basement Grade :	Nuisance :

LAND INFORMATION

.....

St Access: Std Lot SqFt : 57,146

Beach Acc: Lot Acres: 1.31

WtrFront : Lot Shape: Irregular

WtrFntLoc: Tde/Uplnd:

WtrFntFT: Topogrphy:

GroundCvr: TopoPrbnd:

OTHER INFORMATION

.....

St Surface : Soundproof :

Tennis : Storage :

Elevator : No Curb/Gutter :

Sprinklers : No Sidewalk :

Security : St Light :

Golf Adj :

VIEW: Mountain: Lake/Rvr: Puget: City: Lk Wa/Sam:

TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
:	:	:	:	:	:	:
:	:	:	:	:	:	:
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:	:	:	:	:	:	:
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METROSCAN

PROPERTY PROFILE

Parcel ID:272605 9104	Bldg:1	Total	:\$1,649,100
Owner :Halverson Elling B		Land	:\$352,000
CoOwner :		Struct	:\$1,297,100
Site Addr:12515 Willows Rd NE Kirkland 98034		Imprvd	:79
Mail Addr:12515 Willows Rd NE #200 Kirkland Wa 98034		Levy Cd	:7260
Sale Date:05/31/88	Doc# :1115	1999 Tax	:\$24,242.48
Sale Price:\$1,300,000	Deed :Warranty	Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code :523 IND,PARK,10K TO 25K SQFT		MapGrid	:506 J5
Zoning : MF		NbrhdCd	:510000
Prop Desc:North Ridge Software		CENSUS	--
Legal :STR 272605 TAXLOT 104 LOT 4 KCSP		Tract	:219.04
:1078031 REC AF # 7905170888 SD		Block	:1
:FLAT DAF - POR CE E 1/2 OF NW 1/4		QSTR	:NW 27 26N05E

PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built :	1984
Bath Full :	2nd Floor SF :	Eff Year :	
Bath 3/4 :	Half Floor SF :	Bldg Matl :	Frame
Bath 1/2 :	AboveGrnd SF :	Bldg Cond :	
Other Rms :	Bsmnt Finished :	Bldg Grade :	Good
Dining Rm :	Bsmnt Total SF :	Interior :	
Fireplace :	Building SqFt :26,406	Wall Matl :	
Appliance :	Lease SqFt :19,970	Insulation :	
Deck :	DeckSqFt :	HeatSource :	
Laundry :	Carport SqFt :	Heat Type :	Central
Porch :	Garage Type :	Air Method :	
Pool :	Attached GrqSF :	ElectricSvc :	
Spa :	Detached GrqSF :	Wtr Source :	
Sauna :	Bsmnt ParkingSF :	Sewer Type :	
Stories :2	Basement Type :	Purpose :	
Units :	Basement Grade :	Nuisance :	

LAND INFORMATION

OTHER INFORMATION

St Access:Std	Lot SqFt :63,998	St Surface :	Soundproof :
Beach Acc:	Lot Acres:1.46	Tennis :	Storage :
WtrFront :	Lot Shape:Irregular	Elevator :No	Curb/Gutter :
WtrFrntLoc :	Tde/Uplnd:	Sprinklers :No	Sidewalk :
WtrFrntFT:	Topogrphy:Rolling	Security :	St Light :
GroundCvr:	TopoPrbnd:Rolling	Golf Adj :	

VIEWS: Mountain: Lake/Rvr: Puget: City: Lk Wa/Sam:

TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
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:	:	:	:	:	:	:
:	:	:	:	:	:	:

The information provided is deemed reliable, but is not guaranteed.

METROSCAN

PROPERTY PROFILE

Parcel ID: 272605 9103	Bldg: 1	Total	: \$900,900
Owner : Terra Properties		Land	: \$246,500
CoOwner :		Struct	: \$654,400
Site Addr: 12525 Willows Rd NE Kirkland 98034		*Imprvd	: 73
Mail Addr: 3230 W Lake Sammamish Pkwy NE Redmond Wa 98052		Heavy Cd	: 7260
Sale Date: 03/06/90	Doc# : 1866	1999 Tax	: \$13,579.09
Sale Price: \$875,000	Deed : Warranty	Phone	:
Loan Amt :	Type:	Vol:	Pg:
Use Code : 523 IND, PARK, 10K TO 25K SQFT		MapGrid	: 506 J5
Zoning : MP		NbrhdCd	: 510000
Prop Desc: Willows Rd Office Park		CENSUS	---
Legal : STR 272605 TAXLOT 103 LOT 3 KCSP		Tract	: 219.04
: 1078031 REC AF # 7905170888 SD		Block	: 1
: PLAT DAF - POR OF E 1/2 OF NW 1/4		QSTR	: NW 27 26NOSE

PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built	: 1981
Bath Full:	2nd Floor SF :	Eff Year	:
Bath 3/4 :	Half Floor SF :	Bldg Matl	: Frame
Bath 1/2 :	AboveGrnd SF :	Bldg Cond	:
Other Rms:	Bsmnt Finished :	Bldg Grade	: Avg
Dining Rm:	Esmnt Total SF :	Interior	:
Fireplace:	Building SqFt : 15,963	Wall Matl	:
Appliance:	Lease SqFt : 15,936	Insulation	:
Deck :	DeckSqFt :	HeatSource	:
Laundry :	Carport SqFt :	Heat Type	: Central
Porch :	Garage Type :	Air Method	:
Pool :	Attached GrgSF :	ElectricSvc	:
Spa :	Detached GrgSF :	Wtr Source	:
Sauna :	Bsmnt ParkingSF :	Sewer Type	:
Stories : 1	Basement Type :	Purpose	:
Units :	Basement Grade :	Nuisance	:

LAND INFORMATION

OTHER INFORMATION

St Access: Std	Lot SqFt : 44,814	St Surface :	Soundproof :
Beach Acc:	Lot Acres: 1.02	Tennis :	Storage :
WtrFront :	Lot Shape: Irregular	Elevator : No	Curb/Gutter :
WtrFntLoc:	Tde/Uplnd:	Sprinklers : No	Sidewalk :
WtrFntFT:	Topogtphy:	Security :	St Light :
GroundCvr:	TopoPrbnd:	Golf Adj :	

VIEWS: Mountain: Lake/Rvr: Puget: City: Lk Wa/Sam:

TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:
:	:	:	:	:	:	:

METROSCAN

PROPERTY PROFILE

Parcel ID: 272605 9102	Bldg: 1	Total	: \$641,800
Owner : Lottinville Rane II		Land	: \$435,200
CoOwner :		Struct	: \$206,600
Site Addr: 12735 Willows Rd NE Kirkland 98034		*Imprvd	: \$2
Mail Addr: 12735 Willows Rd NE Kirkland Wa 98034		Levy Cd	: 7260
Sale Date: 03/09/98	Doc# : 1566	1999 Tax	: \$10,524.43
Sale Price:	Deed : Quit Claim	Phone	:
Loan Amt :	Type :	Vol:	Pg:
Use Code : 532 IND, SERVICE BLDG, 2K TO 10K SQFT		MapGrid	: 506 J5
Zoning : MP		NbrhdCd	: 510000
Prop Desc: Office Service Garage		-- CENSUS --	
Legal : STR 272605 TAXLOT 102 LOT 1 KCSP		Tract	: 219.04
: 1078031 REC AF # 7905170888 SD		Block	: 1
: PLAT DAF - POR OF E 1/2 OF NW 1/4		QSTR	: NW 27 26N05E

PROPERTY CHARACTERISTICS

Bedrooms :	1st Floor SF :	Year Built	: 1990
Bath Full :	2nd Floor SF :	Eff Year	:
Bath 3/4 :	Half Floor SF :	Bldg Matl	: Masonry
Bath 1/2 :	AboveGrnd SF :	Bldg Cond	:
Other Rms:	Bsmnt Finished :	Bldg Grade	: Avg
Dining Rm:	Bsmnt Total SF :	Interior	:
Fireplace:	Building SqFt : 4,200	Wall Matl	:
Appliances:	Lease SqFt : 4,200	Insulation	:
Deck :	Deck SqFt :	HeatSource	:
Laundry :	Carport SqFt :	Heat Type	: Sus Hdr
Porch :	Garage Type :	Air Method	:
Pool :	Attached GrgSF :	ElectricSvc	:
Spa :	Detached GrgSF :	Wtr Source	:
Sauna :	Bsmnt ParkingSF:	Sewer Type	:
Stories : 1	Basement Type :	Purpose	:
Units :	Basement Grade :	Nuisance	:

LAND INFORMATION

OTHER INFORMATION

St Access: Std	Lot SqFt : 87,044	St Surface :	Soundproof :
Beach Acc:	Lot Acres: 1.99	Tennis :	Storage :
WtrFront :	Lot Shape: Restricted	Elevator : No	Curb/Gutter :
WtrEntLoc:	Tde/Uplnd:	Sprinklers : No	Sidewalk :
WtrFrntFT:	Topogrphy:	Security :	St Light :
GroundCvr:	TopoPrhd:	Golf Adj :	

VIEWS: Mountain: Lake/Rvr: Puget: City: Lk Wa/Sam:

TRANSFER HISTORY

OWNERS	DATE	/ DOC #	PRICE	DEED	LOAN	TYPE
: Katco Sales Inc	: 09/21/92	2195	: \$715,000	: Warran	: \$643,500	: Sell
:	:	:	:	:	:	:
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:	:	:	:	:	:	:



City of Bothell

B-21

Public Works Department
Dawson Building
9654 NE 182nd Street
Bothell, WA 98011

FAX COVER SHEET

DATE: October 3, 2003	TIME: 2:12 PM
TO: Ken McDowell	PHONE: 425-487-4104 FAX: 425-483-0327
FROM: Eddie Low	PHONE: (425) 486-2768 FAX: (425) 486-2489
RE: Amber Lane Plat - Sewer Agreement	

Urgent Reply ASAP Please comment Please review FYI

Number of pages including cover sheet: 7 pages

Message:

Good news...We already have an interlocal agreement to service this area, see attached map of the agreement which include Amber Lane Plat and the adjacent properties. This was approved as part of Goldstar development in 1998, so we are all a go for Burnstead Construction. Sorry for the confusion and this will save us further time in processing this although we had to spend some time working on this so far.

Just a note that there are other properties on the east side of 132nd that have approached the City to provide service to some existing homes and we may wish to spend some time to talk more about this. Let me know what time is good for you and who else should be involved to look at the overall area so that we can look at expanding this agreeemnt to cover a larger service area.

cc: Project File
Reading file

DEE,

LOOK WHAT
EDDIE FOUND!

THKS,

KED

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.

5872

PROJ NAME: Goldstar/Bankton

FILE: Eng - 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

CLERK

APPROVED AS TO FORM:
WATER DISTRICT ATTORNEY

BY:

M. Prunk

STAR:PA250.LACR/P0004.900000/20004.

Bothell/WWD Interlocal

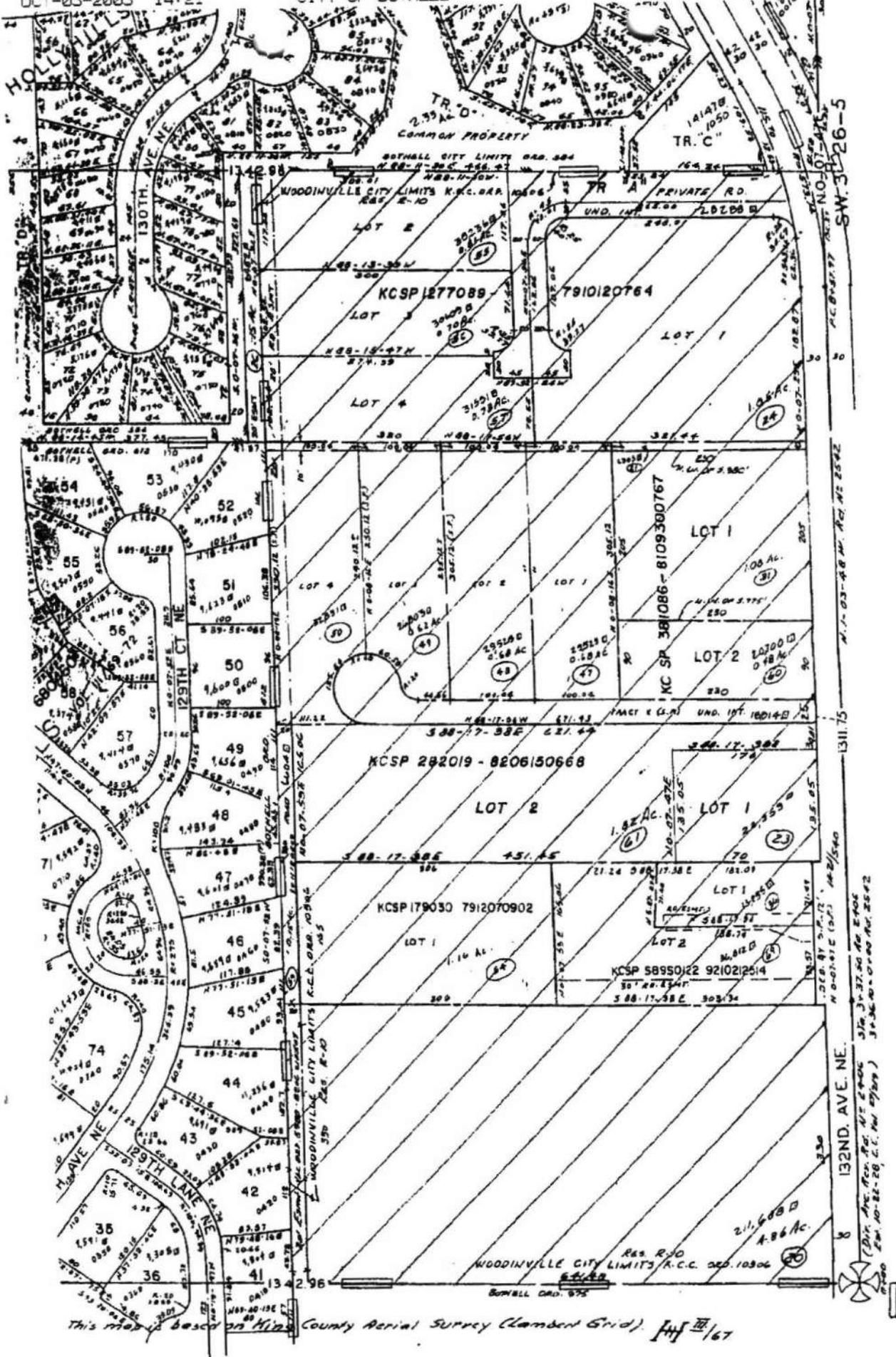
ATTEST/AUTHENTICATED

LeAnne Maubel
~~CLERK EXECUTIVE ASSISTANT~~

APPROVED AS TO FORM:
WATER DISTRICT ATTORNEY

BY: _____

GAR194250.1AGR/P0004.900000/B0004.



This map is based on King County Aerial Survey (Lambert Grid) Aug 1967

EXHIBIT 17A

SW 31-26-5

1311.75

It was moved by Commissioner Maxfield, seconded by Commissioner Backstrom, to authorize the General Manager discretion for up to a 5% contingency. Vote 4-0-0. The motion is carried. So ordered.

11 (b) Adopt Resolution 3403 Accepting Bond in Lieu of Retainage

It was moved by Commissioner Harrell, seconded by Commissioner Backstrom, to adopt Resolution 3403 adopting standards for accepting bonds in lieu of retainage. Vote 4-0-0. The motion is carried. So ordered.

11 (c) Interlocal Agreement with the City of Bothell to Provide Interim Water and Sewer Service to the Wolfe Ridge Shortplat

It was moved by Commissioner Harrell, seconded by Commissioner Maxfield, to authorize the General Manager to sign the attached Agreements for Interim Water and Sewer Service. Vote 4-0-0. The motion is carried. So ordered.

11 (d) Letter from Paul W. Spoor, Kamiakan Junior High School Principal, Kirkland

Ms. Rannfeldt noted she had received a request from Paul Spoor seeking to obtain water emergency boxes similar to those distributed a couple of years ago. Ms Rannfeldt asked the Board's opinion on how they wanted her to proceed. Commissioner Maxfield commented that she was in favor of directing Ms. Rannfeldt to research the cost of reinstating the Emergency Water Box program and to find out if the schools can work directly with the program developer. She added that she is in support of the idea, but would like the School District to do the administration. There was agreement among the other Commissioners present.

11 (e) Leak Adjustment Request from King County Parks Division

Upon staff confirmation that this is a first-time request, **it was moved by Commissioner Maxfield, seconded by Commissioner Backstrom, to approve the leak adjustment request for King County Parks Division for \$2,014.85.**

SIGNIFICANT CORRESPONDENCE: None

(Commissioner Jewitt arrived)

COMMISSIONER'S FOLLOW-UP

13 (a) Update Monthly Calendar of Board Activities

13 (b) Status Regional Committees and Boards

President Goodwin announced that he had been elected to the State Board as Treasurer.

WATER & SEWER
Approved

REGULAR MEETING

April 6, 1999

Need to have
Signed &
Submit to
Bothell

ITEM 8(d): Interlocal Agreement with Bothell for Water and Sewer Service

DISCUSSION:

Wellington-Morris Corporation is planning a 4-lot short plat along 124th Avenue NE near NE 165th Street. The property is located within the City of Bothell, immediately adjacent to Woodinville Water District's service area. Please refer to the attached project location map.

The City of Bothell does not have water or sewer service available nearby. However, Woodinville Water District can provide both water service and gravity sewer service to the property through developer extension agreements. The City of Bothell has confirmed that it is willing to enter into Agreements for Interim Water and Sewer Service, which will allow the District to provide service to the plat until the City of Bothell is able to provide such service. This concept is similar to our Interlocal Agreement with the City of Redmond, which allows us to provide interim service to some of Redmond's customers.

The City of Bothell has furnished the attached agreements for approval by the Board. Both the City of Bothell and the developer will be parties to this agreement, as well. The District's General Counsel has reviewed this agreement form.

We should note that it is extremely unlikely that Bothell will ever provide sewer service to this development, as the District can now provide gravity sewer service. Water service by Bothell, in the future, is also somewhat unlikely.

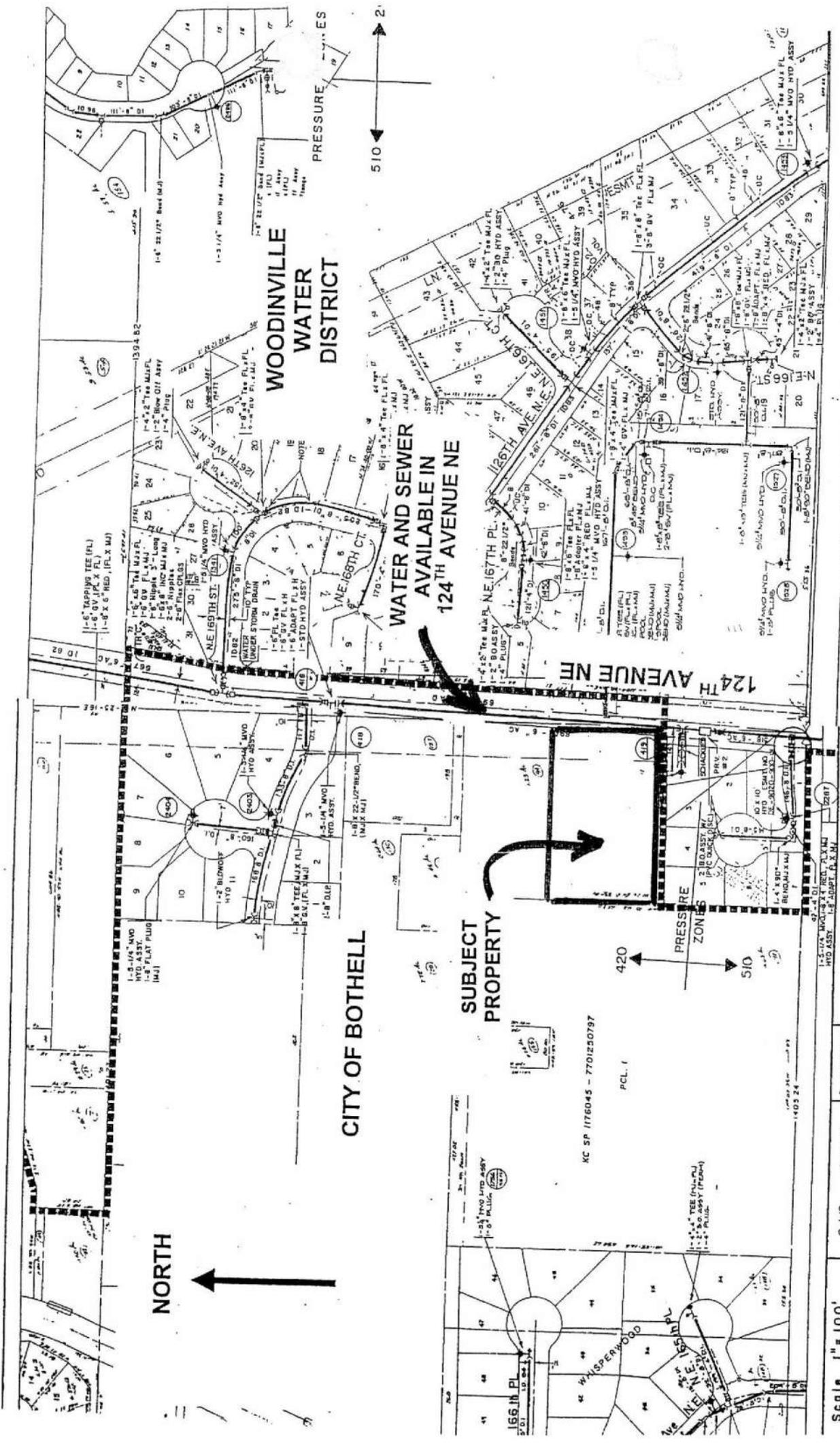
RECOMMENDED ACTION:

Motion to authorize the General Manager to sign the attached Agreements for Interim Water and Sewer Service.

FINANCIAL IMPACTS:

None. The developer will be responsible for all costs associated with developer extension agreements to extend the water and sewer lines to serve the property. The developer will also pay all applicable District charges for water and sewer service.

C:\My Documents\City of Bothell\Agenda Item - Agreement for Interim service April 6, 1999 Board Meeting



Scale 1" = 100'

S 1/2 SW 1/4 Corrected 10

Sheet J - I

WOODINVILLE WATER SYSTEM

WOODINVILLE WATER DISTRICT

WOODINVILLE

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 and 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 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 Brunsaker
(Print name here)

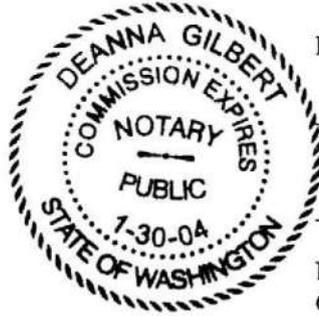
CITY OF BOTHELL

(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: _____

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 and 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 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]*

Regent Brunsen
(Print name here)

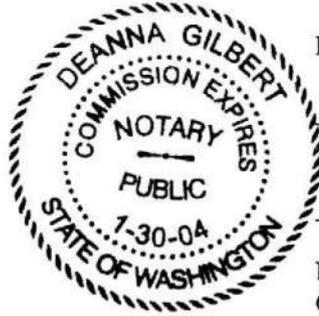
CITY OF BOTHELL

(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: _____

7

FIRST AMERICAN

W100900

79

N27

Return Address:

D. J. Strom
Woodinville Water District
17238 NE Woodinville Blvd Rd
Woodinville, WA 98072



20170612000937

FIRST AMERICAN AG
PAGE-001 OF 007
06/12/2017 14:52
KING COUNTY, WA
225.00

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Agreement for Interim Sewer Service between WWD and NUD.
2. _____
3. _____
4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. Woodinville Water District
2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Northshore Utility District
2. _____

Said documents were filed of record as an accomodation only It has not been examined as to proper execution or as to its effect upon title

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

See Exhibit A of referenced above.
STR 21-26-05 SE 4

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

assigned 2126059298, 2126059299, 2126059300, 2126059301, 2126059085, Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT
AND NORTSHORE UTILITY DISTRICT**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A" and shown on Exhibit Map "B", which are attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement; now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

- A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:
 1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville the proposed sewer extension plans of Property for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded.
 3. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
 4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner(s) of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the local sanitary sewer system servicing the Property will be transferred to Woodinville. Disconnection of the sanitary sewer system from Northshore's sewage collection system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the local sanitary sewer system serving the Property shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.
 5. Provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.
 6. As a condition of service and prior to the connection of the Property to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a letter from Woodinville stating that Northshore has Woodinville's permission to provide interim sanitary sewer service to Property.
 7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").
- B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: June 1, 2017
Signature Margaret D. Johanson
(print name) Margaret D. Johanson
Notary Public in and for the State of
Washington, my commission expires
12-07-17

Residing
at Kenmore

STATE OF WASHINGTON)
COUNTY OF KING)ss

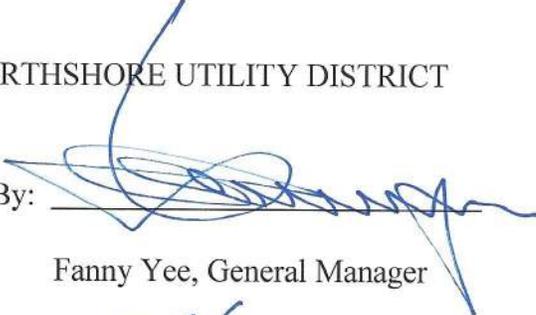
I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of the Woodinville Water District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



Jack Bronkoff
Acting GM
Dated: 7 June 2017
Signature Denise K Uhrich
(print name) Denise K Uhrich
Notary Public in and for the State of
Washington, my commission expires
19 Aug 2020

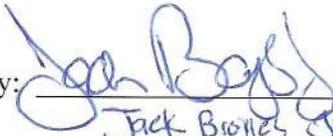
Residing
at Snohomish WA

NORTHSHORE UTILITY DISTRICT

By: 
Fanny Yee, General Manager

Dated: 6/1/17

WOODINVILLE WATER DISTRICT

By: 
Jack Brothers Jr, Acting GM
Ken Howe, General Manager

Dated: June 7, 2017

EXHIBIT A

**REAL PROPERTY LEGAL
DESCRIPTION**

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY.

THE EAST 495 FEET OF THE EAST HALF OF THE NORTH HALF OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING
COUNTY, WASHINGTON;

EXCEPT THE WEST 239 FEET AND THE SOUTH 307.62 FEET;

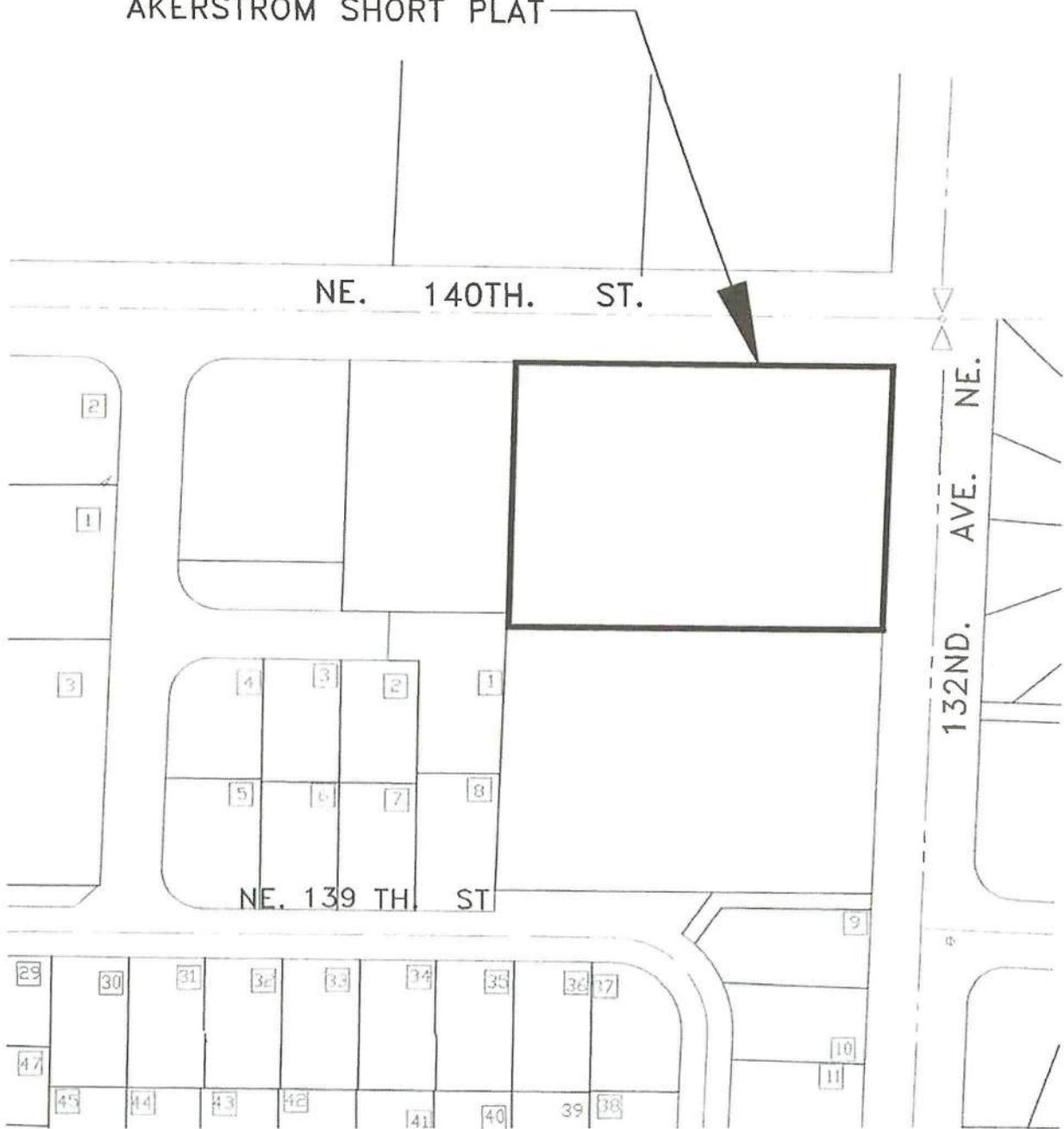
AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY
FOR 132ND AVENUE NORTHEAST BY DEEDS RECORDED UNDER
RECORDING NOS.
5106047 AND 5106048;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN NORTHEAST 140TH
STREET.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED
UNDER RECORDING NO. 9501180587.

EXHIBIT B

AKERSTROM SHORT PLAT



(13) 185

FIRST AMERICAN 100900

Return Address:

Woodville Water Dist
17238 NE Wood-Duvall Rd.
Woodville, WA 98072



20170612000938

FIRST AMERICAN AG 231.00
PAGE-001 OF 013
06/12/2017 14:52
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Agreement for Interim Sewer Service between WWD and Property owner.
- 3. _____
- 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

- 1. Woodville Water District
 - 2. _____
- Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. North Kirkland 5, LLC
 - 2. _____
- Additional names on page _____ of document.

Said documents were filed of record as an accomodation only It has not been examined as to proper execution or as to its effect upon title

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1-5 Kirkland SPT#SUB16-01155 Rec. #20170324900008
SD SP DAF N 1/2 of FOLG-E 256 FT of NE 1/4 of NE 1/4 of SE 1/4 less

Additional legal is on page _____ of document. 5307.62 ft Less Co. Roads

Assessor's Property Tax Parcel/Account Number assigned

3126059298, 3126059299, 3126059300, 3126059085,

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. 3126059301

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and North Kirkland 5, LLC, a Washington Limited Liability Company ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and receive permanent sewer service to the Property from Woodinville, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall, (a) pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system, (b) pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency, and (c) pay Woodinville's then current sewer system development connection charge (SDC) to Woodinville.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred by Northshore to Woodinville. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service; Owner shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) any sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement and Woodinville's SDC for sewer in accordance with paragraph A.2, to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This Agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager
 Woodinville Water District
 17238 NE Woodinville-Duvall Rd
 Woodinville, WA 98072

To Owner at: Mike Walsh
 North Kirkland 5, LLC
 2630 116th Ave NE, Suite 200
 Bellevue, WA 98004

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

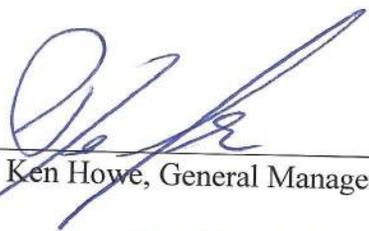
F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

WOODINVILLE WATER DISTRICT

By: 
Its MANAGER

Dated: 5/18/17

By: 
Ken Howe, General Manager

Dated: 5-19-17

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Mike Walsh is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of North Kirkland 5, LLC to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 5-18-17

Signature Sheila Mank

(Print name) Sheila Mank

Notary Public in and for the State of Washington,
my commission expires: 1-25-21

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 5-19-17

Signature Stacy L Hollis

(Print name) Stacy L. Hollis

Notary Public in and for the State of Washington,
my commission expires 3-9-20

EXHIBIT X
REAL PROPERTY LEGAL DESCRIPTION

LOT 1 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS

LOT 2 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS

LOT 3 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS

LOT 4 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS

LOT 5 KIRKLAND SP #SUB16-01155 REC #20170224900008 SD SP DAF N 1/2 OF FOLG-E 256 FT OF NE 1/4 OF NE 1/4 OF SE 1/4 LESS S 307.62 FT LESS CO RDS

Exhibit Y

AGREEMENT

FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND NORTSHORE UTILITY DISTRICT

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A" and shown on Exhibit Map "B", which are attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement; now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

- A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:
 1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville the proposed sewer extension plans of Property for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded.
 3. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
 4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner(s) of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the local sanitary sewer system servicing the Property will be transferred to Woodinville. Disconnection of the sanitary sewer system from Northshore's sewage collection system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the local sanitary sewer system serving the Property shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.
 5. Provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.
 6. As a condition of service and prior to the connection of the Property to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a letter from Woodinville stating that Northshore has Woodinville's permission to provide interim sanitary sewer service to Property.
 7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").
- B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: June 1, 2017
Signature Margaret D. Johanson
(print name) Margaret D. Johanson
Notary Public in and for the State of
Washington, my commission expires
12-07-17

Residing
at Kenmore

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Jack Bookser
Acting GM



Dated: 7 June 2017
Signature Denise K Uhrich
(print name) Denise K Uhrich
Notary Public in and for the State of
Washington, my commission expires
19 Aug 2020

Residing
at Snahomish WA

NORTHSHORE UTILITY DISTRICT

By: _____

Fanny Yee, General Manager

Dated: _____

6/1/17

WOODINVILLE WATER DISTRICT

By: _____

Ken Howe, General Manager

Dated: _____

June 7, 2017

EXHIBIT A

**REAL PROPERTY LEGAL
DESCRIPTION**

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY.

THE EAST 495 FEET OF THE EAST HALF OF THE NORTH HALF OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING
COUNTY, WASHINGTON;

EXCEPT THE WEST 239 FEET AND THE SOUTH 307.62 FEET;

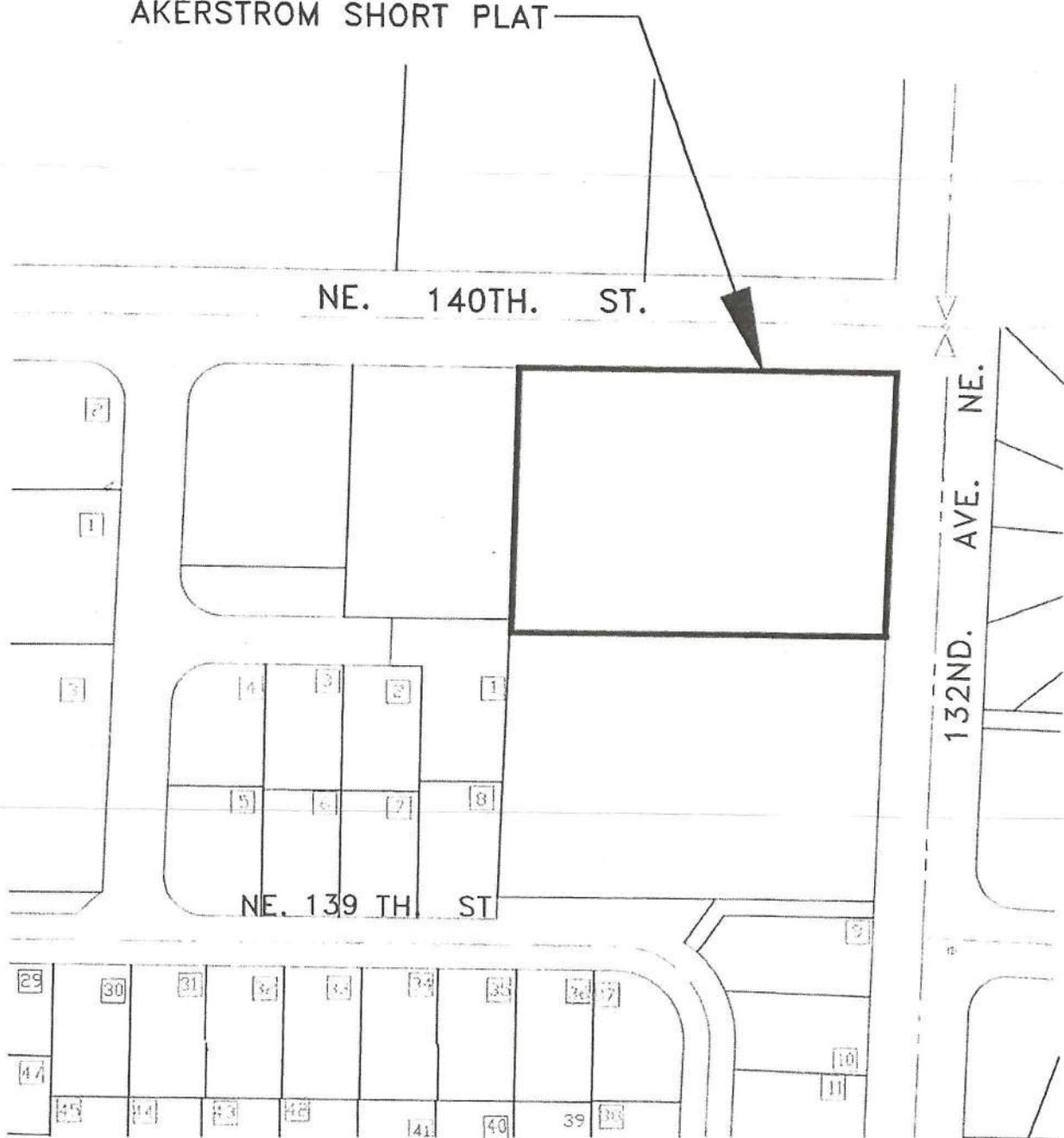
AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY
FOR 132ND AVENUE NORTHEAST BY DEEDS RECORDED UNDER
RECORDING NOS.
5106047 AND 5106048;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN NORTHEAST 140TH
STREET.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED
UNDER RECORDING NO. 9501180587.

EXHIBIT B

AKERSTROM SHORT PLAT



Mr. Broyles presented the Finance Report.

10 (b) Operations and Maintenance Report

Mr. Brown reported the City of Woodinville hired a contractor to repair the area of the mud slide at 12500 NE Woodinville Drive. The hill and wood retention structure slid away from the East side of the road exposing the CDF backfill surrounding the District's water main.

OLD BUSINESS

11 (a) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Akerstrom Short Plat

Mr. McDowell discussed the Akerstrom Short Plat, which is a 5-lot short plat located at the southwest corner of the intersection of 132nd Avenue NE and NE 140th Street, within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southwest of the project. This agreement is different from previous District agreements with Northshore Utility District for interim sewer service, which included a separate agreement for each property owner that was completed and recorded prior to obtaining water service. NUD will collect sewer connection charges from the property owners. Woodinville Water District will also collect sewer connection charges from the developer prior to NUD issuing the side sewer permits for the lots. In the event that WWD assumes service to this area in the future and this interim sewer service agreement is terminated, WWD will not collect sewer connection charges from the affected property owners. WWD will, however, provide water service to the proposed short plat.

It was moved by Commissioner Steeb and seconded by Commissioner Maloney to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement. Vote 2-1-0, with Commissioner Hwang voting no. Motion carried. So ordered.

It was moved by Commissioner Steeb and seconded by Commissioner Maloney to approve the Agreement for Interim Sewer Service Between Woodinville Water District and the Property Owner, and to authorize the General Manager to sign the agreement. Vote 2-1-0, with Commissioner Hwang voting no. Motion carried. So ordered.

NEW BUSINESS

12 (a) Reimbursement Agreement – Baumgartner Short Plat Sewer Main Extension, D1311

Mr. McDowell discussed that Gamut360 Holdings, LLC has requested that a Reimbursement Agreement be initiated for the 904' of sewer main they constructed as part of the Baumgartner Sewer Main Extension project, D1311. A reimbursement agreement, per the District Code, allows

REGULAR MEETING
May 16, 2017

Item 11(a) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Akerstrom Short Plat

Discussion:

The Akerstrom Short Plat is a 5 lot short plat located at the southwest corner of the intersection of 132nd Avenue NE and NE 140th Street, within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southwest of the project. This agreement is different from previous agreements we have with Northshore Utility District for interim sewer service, which included a separate agreement for each property owner that was completed and recorded prior to obtaining water service. NUD will collect sewer connection charges from the property owners. Woodinville Water District will also collect sewer connection charges from the developer prior to NUD issuing the side sewer permits for the lots. In the event that WWD assumes service to this area in the future and this agreement dissolves, WWD will not collect sewer connection charges from the affected property owners. WWD will, however, provide water service to the proposed short plat.

Attachments:

- 1) Interagency agreement with NUD for the Akerstrom Short Plat.
- 2) Agreement for Interim Sewer Service Between Woodinville Water District and Property Owner.

Recommendation:

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

Financial Impacts:

None.

Attachment 1

**AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT
AND NORTSHORE UTILITY DISTRICT**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A" and shown on Exhibit Map "B", which are attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement; now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville the proposed sewer extension plans of Property for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded.
3. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner(s) of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the local sanitary sewer system servicing the Property will be transferred to Woodinville. Disconnection of the sanitary sewer system from Northshore's sewage collection system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the local sanitary sewer system serving the Property shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.

Provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

5. As a condition of service and prior to the connection of the Property to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a letter from Woodinville stating that an agreement between Woodinville and the owner of the Property relating to Northshore's provision of interim sewer service to the Property has been executed and that the owner of the Property has paid all Woodinville system development charges ("SDCs") due and owing to Woodinville.

6. This Agreement shall be effective on the date by which both Parties have executed this Agreement (“Effective Date”).

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

WOODINVILLE WATER DISTRICT

By: _____

By: _____

Fanny Yee, General Manager

Ken Howe, General Manager

Dated: _____

Dated: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of
Washington, my commission expires

Residing
at _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of
Washington, my commission expires

Residing
at _____

EXHIBIT A

**REAL PROPERTY LEGAL
DESCRIPTION**

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY.

THE EAST 495 FEET OF THE EAST HALF OF THE NORTH HALF OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21,
TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING
COUNTY, WASHINGTON;

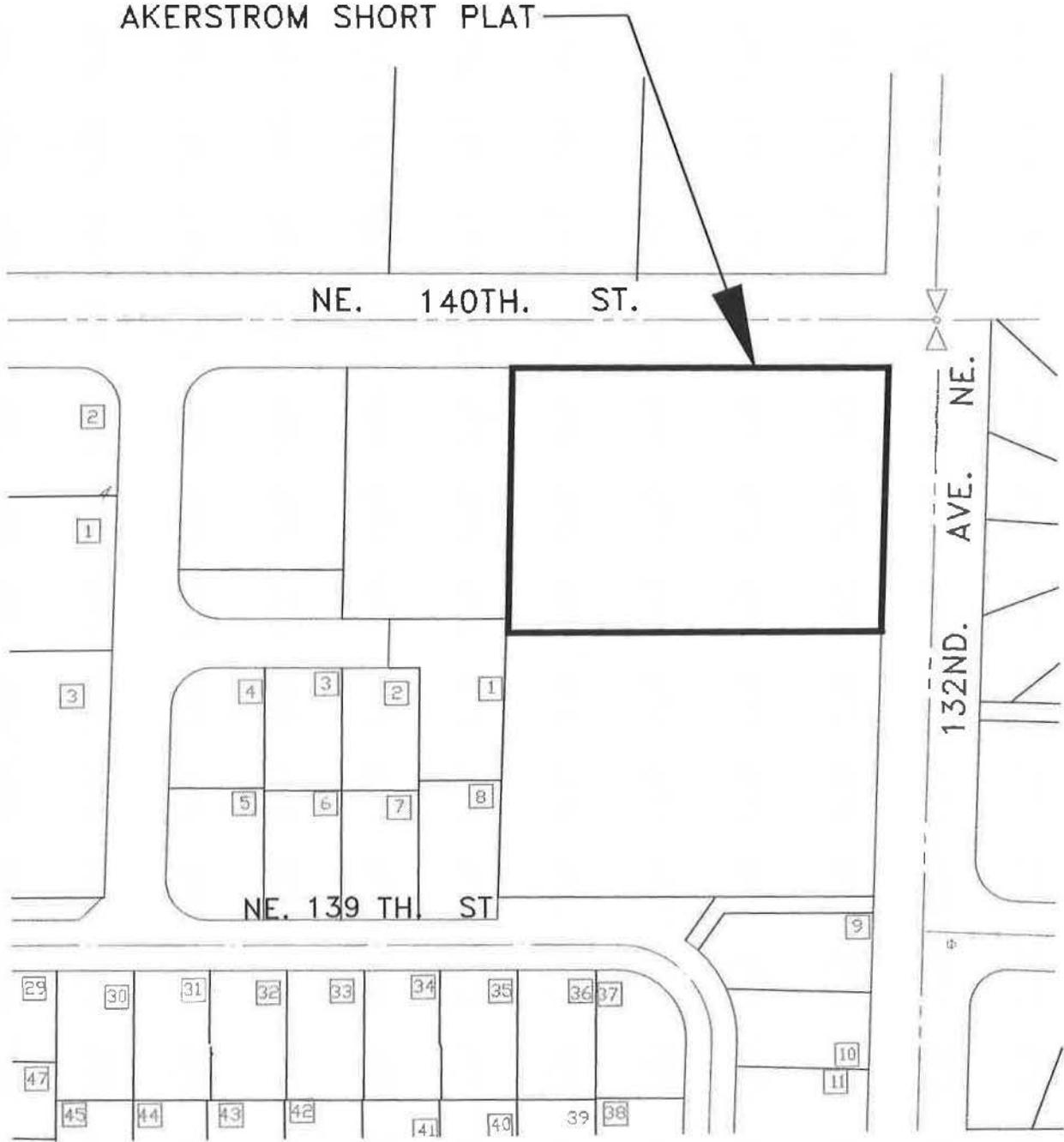
EXCEPT THE WEST 239 FEET AND THE SOUTH 307.62 FEET;

AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY
FOR 132ND AVENUE NORTHEAST BY DEEDS RECORDED UNDER
RECORDING NOS.
5106047 AND 5106048;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN NORTHEAST 140TH
STREET.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED
UNDER RECORDING NO. 9501180587.

EXHIBIT B



**AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and _____, a _____ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and the Property is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service to the Property on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and receive permanent sewer service to the Property from Woodinville, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall, (a) pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system, (b) pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency, and (c) pay Woodinville's then current sewer system development connection charge (SDC) to Woodinville.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolutions, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred by Northshore to Woodinville. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolutions, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service; Owner shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) any sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement and Woodinville's SDC for sewer in accordance with paragraph A.2, to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This Agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager
 Woodinville Water District
 17238 NE Woodinville-Duvall Rd
 Woodinville, WA 98072

To Owner at: _____

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

WOODINVILLE WATER DISTRICT

By: _____
Its _____

Dated: _____

By: _____
Ken Howe, General Manager

Dated: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

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

Dated: _____

Signature _____

(Print name) _____

Notary Public in and for the State of Washington,
my commission expires: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(Print name) _____

Notary Public in and for the State of Washington,
my commission expires _____

EXHIBIT X
REAL PROPERTY LEGAL DESCRIPTION

EXHIBIT Y

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE
WATER DISTRICT AND NORTHSORE UTILITY DISTRICT**

Task 1 – Data Verification and Operational Settings Updates. This will result in a review and update of the mapping and information, as necessary, to reconcile the operational and seasonal controls, and allow these manual adjustments to be automated in the model.

Task 2 – Additional Hydrant Testing. Some of the hydrant testing, performed with the original scope of work, resulted in inconsistencies that could not be resolved in the model. Therefore, additional hydrant testing will need to be done once the system data is verified and updated.

Task 3 – Hydraulic Model Training. The original scope of work did not include training in the use of the calibrated hydraulic model. It was assumed that a fully automated model could be operated by District Staff with their current level of training. However, because the complexity of the model will be significantly advanced, RH2 recommends including extra training in the scope of work amendment to enable Staff to begin using the model more quickly and efficiently.

The original contract amount was for \$95,598. The total amount of this amendment request is \$26,816 bringing the amended total contract amount to \$122,414.

Discussion ensued. In particular the Board asked questions regarding the reasoning behind the difficulties around the calibration. Mr. McDowell explained that the District's practice of real-time manual monitoring and control over the District's system makes the calibration difficult. The Commissioners directed staff to make sure that the Comprehensive Plan addressed this issue. In addition, the Board wanted to make sure that a highly experienced modeler was performing the work. Mr. McDowell confirmed that those running the model had considerable experience.

It was moved by Commissioner Knapinski and seconded by Commissioner Maloney to approve Amendment No. 1 for the Professional Services Agreement with RH2 Engineering, Inc. in the amount not to exceed \$26,816. Vote 4-1-0, with Commissioner Hwang voting no. Motion carried. So ordered.

12 (b) Interlocal Agreement with Northshore Utility District Interim Sewer Service for the Ackerstrom Short Plat

Mr. McDowell reviewed the Ackerstrom Short Plat with the Commissioners. It is a 5-lot short plat located at the southwest corner of the intersection of 132nd Avenue NE and NE 140th Street, within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southwest of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless the District's sewer system is extended to the area in the future; in that event, the District will have the right to require the lots to connect to the District's sewer system, pay District connection charges, and the Agreement with Northshore Utility District be terminated. Woodinville Water District will, however, provide water service to the proposed short plat now.

This agreement is similar in nature to other agreements the District has with Northshore Utility District for interim sewer service, which includes a separate agreement for each property owner that must be completed and recorded prior to obtaining sewer service.

There was a broad discussion regarding SDC's in general and with the appropriate timing to charge customers their equitable share of the system.

It was moved by Commissioner Maloney and seconded by Commissioner Knapinski to modify the Interlocal Agreement to reflect the developer will pay both NUD's and WWD's sewer connection/SDC charge up front which would be recorded on the title. Vote 4-1-0, with Commissioner Hwang voting no. Motion carried. So ordered.

12 (c) Bjarvin Variance

Mr. McDowell reviewed with the Board, Dag Bjarvin and Caroline Love (applicants) parcel (PIN 3401700159; Lot 2). The parcel is located at approximately 167th Ave NE and NE 145th Street, in unincorporated King County. The applicants are requesting the water meter for this lot be set at the north edge of the right of way on NE 145th Street, with the backside line running within a dedicated 30' ingress/egress/utility easement on the west side of parcel 3401700162.

Upon staff review, it was determined that water system grid is sufficient in this immediate area, meaning system looping, water pressure and fire flow minimums are currently being met. If the main were built "to and through" Lot 2, it would be a long, dead-end line serving one home with little chance of being extended and looped because all properties beyond Lot 2 are currently served. This main would have the potential for water quality problems if not flushed and maintained regularly by District staff. District staff agrees that a long, dead end water main extension at this location is not in the best interest of the District or the property owner at the present time.

Allowing the meter to be installed on the north side of NE 145th Street will result in a backside service line in excess of the 300' maximum allowed under current District Code. The applicant has written a variance request letter applying for a variance from the following subsection of the Code: **Subsection 4.04.010 B(5); which reads:** Private service lines shall be no longer than three hundred feet; otherwise, a public main shall be constructed in accordance with these policies and District standards and specifications.

Granting of the variance referenced above will require that the applicant pay an Equity Cost, per Woodinville Water District Code Sub-Section 4.04.010 D(2)(b). The Equity Cost is equal to 60% of the weighted average per linear foot cost of Developer Extension water main installations in the District as reasonably determined by the District Engineer for a reasonable period of time prior to the variance application applied to each foot of distance over 300'. The backside service line length for the lot will be approximately 390'; equal to the distance measured from the future meter location to the center point of the vacant lot. The weighted average per foot cost is currently \$150.01 per foot. The 60% weighted average per foot multiplier is \$90.31, and would be applied to each foot beyond the 300' maximum. Therefore, the total Equity Cost associated with Lot 2 would equate to \$90.31 x 90', for a total of \$8,127.90.00.

REGULAR MEETING
March 21, 2017

Item 12(b) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Ackerstrom Short Plat

Discussion:

The Ackerstrom Short Plat is a 5 lot short plat located at the southwest corner of the intersection of 132nd Avenue NE and NE 140th Street, within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southwest of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless WWD can extend service in the future and dissolve this agreement. Woodinville Water District will, however, provide water service to the proposed short plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service, which includes a separate agreement for each property owner that must be completed and recorded prior to obtaining water service. The agreement between WWD and the property owner states that if WWD can provide sewer service in the future, the property owner at that time will be required to pay to WWD the current System Development Charge for connection to the sewer system.

Attachments:

- 1) Interagency agreement with NUD for the Ackerstrom Short Plat.

Recommendation:

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

Financial Impacts:

None.

Attachment 1

AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND
NORTHSHORE UTILITY DISTRICT

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property, located within Woodinville's sanitary sewer service area as legally described on Exhibit "A" and shown on Exhibit Map "B", which are attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Akerstrom Short Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer

extensions; provided Northshore shall provide Woodinville the proposed sewer extension plans of Property for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
3. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the local sanitary sewer system servicing Property will be transferred to Woodinville. Disconnection of the sanitary sewer system from Northshore's sewage collection system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the local sanitary sewer system serving the Property shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville;

Provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "C" (attached hereto and incorporated herein by this reference).
 7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").
- B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

WOODINVILLE WATER DISTRICT

By: _____
Fanny Yee, General Manager

By: _____
Ken Howe, General Manager

Dated: _____

Dated: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of
Washington, my commission expires

Residing at _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of
Washington, my commission expires

Residing at _____

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

THE NORTH HALF OF THE FOLLOWING DESCRIBED PROPERTY.

THE EAST 495 FEET OF THE EAST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE WEST 239 FEET AND THE SOUTH 307.62 FEET;

AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR 132ND AVENUE NORTHEAST BY DEEDS RECORDED UNDER RECORDING NOS. 5106047 AND 5106048;

AND EXCEPT THAT PORTION THEREOF LYING WITHIN NORTHEAST 140TH STREET.

EXCEPT THAT PORTION CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 9501180587.

EXHIBIT B

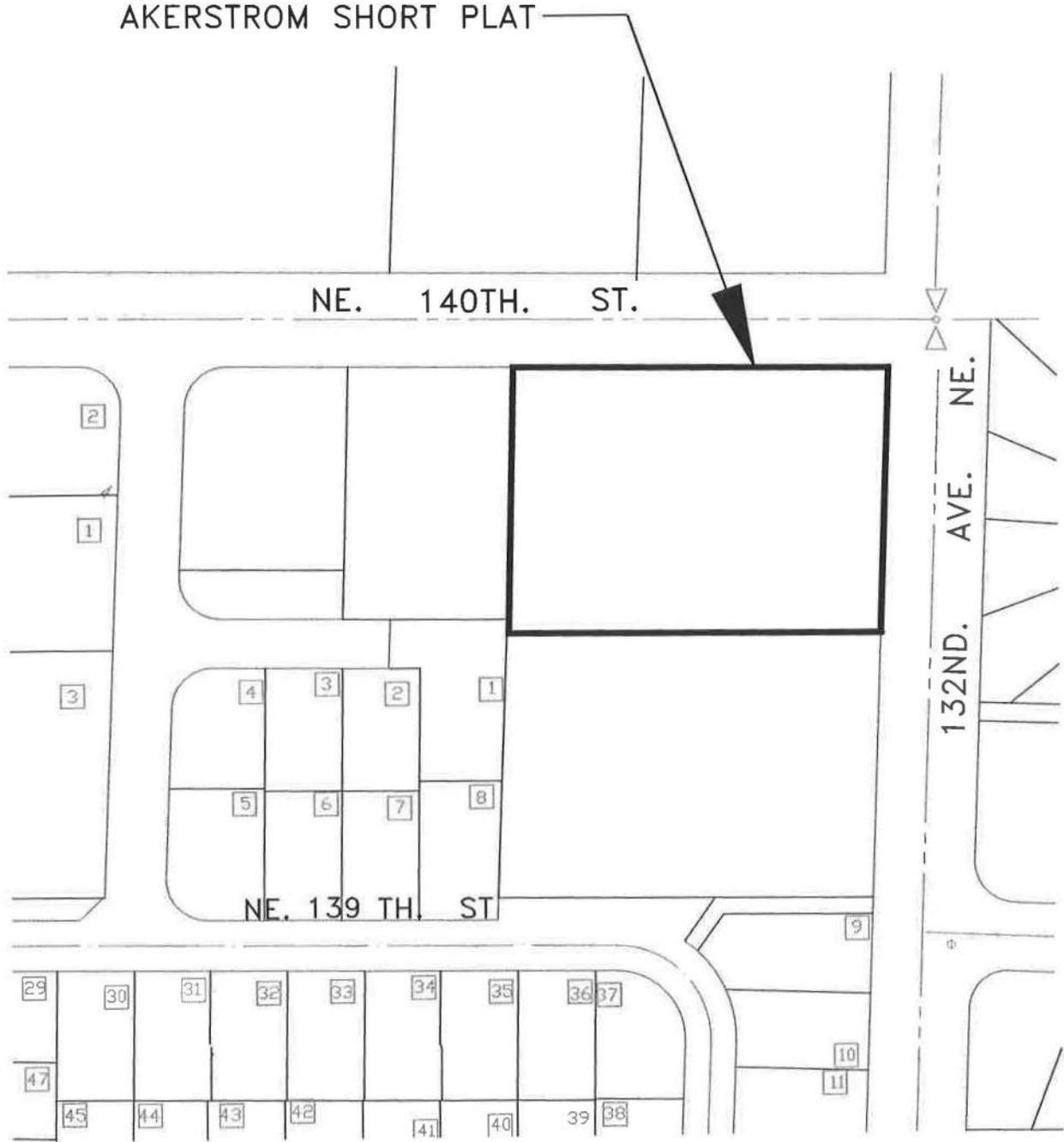


EXHIBIT C
AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT
AND PROPERTY OWNER

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and _____, a _____ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and the property is commonly known as _____;

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -

Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

- 5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager
 Woodinville Water District
 17238 NE Woodinville-Duvall Rd
 Woodinville, WA 98072

To Owner at: _____

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

WOODINVILLE WATER DISTRICT

By: _____
Its _____

By: _____
Ken Howe, General Manager

Dated: _____

Dated: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

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

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of Washington,
my commission expires: _____

Residing at _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

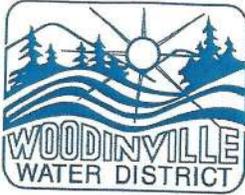
(print name) _____

Notary Public in and for the State of Washington,
my commission expires _____

Residing at _____

EXHIBIT X

EXHIBIT Y



WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duvall Road
P.O. Box 1390
Woodinville, Washington 98072-1390
(425) 487-4100
FAX (425) 485-6381

COMMISSIONERS
Ed Cebron
Paj Hwang
Dale Knapinski
Pamela J. Maloney
Karen Steeb

GENERAL MANAGER
Ken Howe

June 3, 2016

*Marked
on
6/3/16*

N26

Tom Alexieff, P.E.
Northshore Utility District
P.O. Box 489
Kenmore, Washington 98028

SUBJECT: Sewer Service for 14216 132nd Ave NE
Parcel Numbers 2226059067 and 2226059102

Dear Mr. Alexieff:

This letter is in response to a May 27th, 2016 phone call from Breffni McGeough regarding sanitary sewer service for the subject properties. The properties are located within the Woodinville Water District's service area for both water and sewer service. However, we believe the most efficient means for providing sanitary sewer service at the present time would be through Northshore Utility District (NUD). Woodinville Water District would continue to provide water service to these properties.

The Woodinville Water District would be interested in entering into an Interlocal Agreement with NUD to allow NUD to provide sanitary sewer service to the subject properties, until such time that the Woodinville Water District can provide sewer service to these properties.

If you have any questions concerning this matter, please feel free to call me at 425-487-4104.

Sincerely,

WOODINVILLE WATER DISTRICT

Ken McDowell, P.E.
District Engineer

Cc: Michelle McClusky
Father and Sons Ministries
P.O. Box 411
Kirkland, WA 98034

15

N24

Return Address: ⁸⁷
Joe Lefstrom
Woodinville Water District
1738 NE Wood-Duvall Rd
Woodinville, WA 98072



20151210001357
FIRST AMERICAN AG 87.00
PAGE-001 OF 015
12/10/2015 15:54
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1. Agreement for Interim Sewer Services Between Woodinville Water District and Property Owner 4. _____

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document
1. Harbour Homes, LLC
2. _____
Additional names on page _____ of document.

This document is not a copy of record as an emergency document. It has not been examined as to proper execution or as to its effect upon title.

Grantee(s) Exactly as name(s) appear on document
1. Woodinville Water District
2. _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
NW 27 26-5, ALSO known as the plat of Meritage Ridge
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned
2726059095, 2726059100, 2726059099, 2726059098, 2726059035

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Meritage Ridge

**AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Harbour Homes, LLC, a limited liability company ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as the Meritage Ridge Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -

Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager
Woodinville Water District
17238 NE Woodinville-Duvall Rd
Woodinville, WA 98072

To Owner at: Harbour Homes, LLC
1441 N. 34th St, Suite 200
Seattle, WA 98103

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

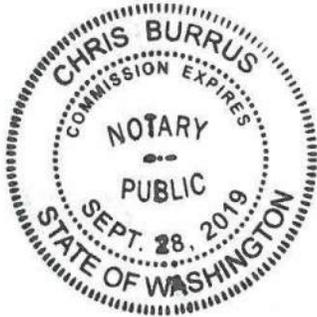
E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Justin Harman 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 Vice President of Gennerco Properties WA, LLC to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 11-4-2015

Signature [Handwritten Signature]

(print name) Chris Burrus

Notary Public in and for the State of Washington,
my commission expires: September 28, 2019

Residing at: Woodinville

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 11-23-15

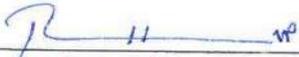
Signature [Handwritten Signature]

(print name) Stacy L. Hollis

Notary Public in and for the State of Washington,
my commission expires 3-9-16

Residing at: Lynnwood

GEONERCO PROPERTIES WA, LLC

By: 
Its Vice President

Dated: 11/4/2015

WOODINVILLE WATER DISTRICT

By: 
Ken Howe, General Manager

Dated: 11-23-15

**EXHIBIT X
REAL PROPERTY LEGAL DESCRIPTION**

LOT 1, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

LOT 2, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 3, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 4, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 790424106 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

PARCEL A, CITY OF KIRKLAND LOT LINE ALTERATION NO.
RECORDED UNDER RECORDING NUMBER _____
RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET, AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 88°12' 02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF

BEGINNING; THENCE CONTINUING NORTH $88^{\circ}12' 02''$ WEST 370.0 FEET TO THE TERMINUS OF SAID LINE, ALSO;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF, AND A PARCEL LYING NORTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP, AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF.

Also known as the plat of Meritage Ridge

FIRST AMERICAN W80490

10/87

Exhibit Y

Return Address:

Woodinville Water District
17238 NE Wood-Duvall Rd
Woodinville, WA 98072



20141023000727

FIRST AMERICAN AG
PAGE-001 OF 016
10/23/2014 14:26
KING COUNTY, WA 87.00

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Agreement for Interim Sewer Service
- 2. _____
- 3. _____
- 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

- 1. Woodinville Water District
- 2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. Northshore Utility District
- 2. _____

Said documents were filed of record as an accommodation only. It has not been examined as to proper execution or as to its effect upon title.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

NW 27-26-5

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

assigned 2726059035, 2726059098, 2726059099, 2726059100
2726059097, 2726059095

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Exhibit Y

AGREEMENT FOR INTERIM SEWER SERVICE

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Meritage Ridge Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville proposed

sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and the owner of the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville; provided, Northshore shall cooperate fully with

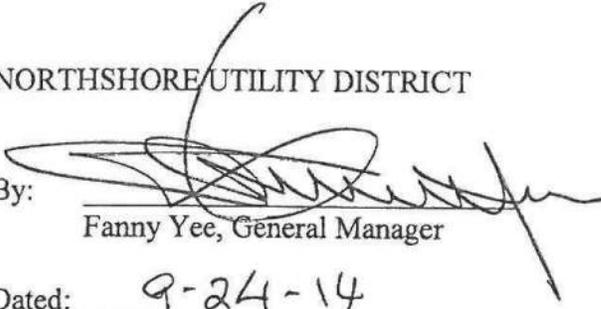
Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" attached hereto and incorporated herein by this reference with the owner of the Property
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

By:

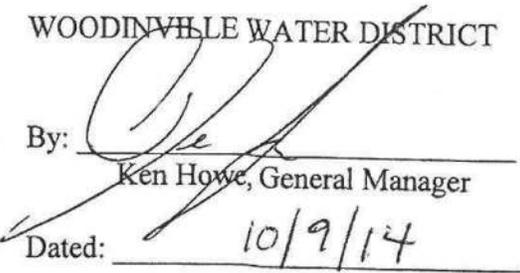

Fanny Yee, General Manager

Dated:

9-24-14

WOODINVILLE WATER DISTRICT

By:


Ken Howe, General Manager

Dated:

10/9/14

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 24, 2014

Signature Margaret D. Johanson

(Print name) Margaret D. Johanson

Notary Public in and for the State of Washington,
my commission expires: 12-07-17

Residing at: Kenmore

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 10-9-14

Signature Stacy L. Hollis

(Print name) Stacy L. Hollis

Notary Public in and for the State of Washington,
my commission expires 3-9-16

Residing at: Lynnwood

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

LOT 1, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

LOT 2, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 3, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 4, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 790424106 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

PARCEL A, CITY OF KIRKLAND LOT LINE ALTERATION NO. _____
RECORDED UNDER RECORDING NUMBER _____,
RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET, AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH $88^{\circ}12'02''$ WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $88^{\circ}12'02''$ WEST 370.0 FEET TO THE TERMINUS OF SAID LINE, ALSO;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF, AND A PARCEL LYING NORTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP, AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF.

10 (c) Engineer's Report

Mr. McDowell gave a status report on the Woodinville-Duvall Rd. AC Water Main Replacement Project. Discussion ensued.

OLD BUSINESS: None.

NEW BUSINESS

12 (a) Kingsgate Meadow Apartments – Leak Adjustment Request

Mr. Broyles discussed the leak at the apartment complex with the Board and staff.

It was moved by Commissioner Steeb and seconded by Commissioner Smith to grant a Leak Adjustment of \$6,070.66 to the Kingsgate Meadows Apartments. Vote 5-0-0. Motion carried. So ordered.

12 (b) Update of Misc. Fee Schedule

The Board and staff discussed the Schedule of Miscellaneous Fees & Charges. Staff will review the drop-in fee deposit for the larger meter, make the suggested updates to the Fee Schedule and bring the updated Fee Schedule back for Board approval, as a consent agenda item, at the next meeting.

12 (c) Draft Fall Pipeline Newsletter

The Board and staff discussed having an article in the Pipeline to update the customers on the Mercer Island E-coli issue and letting customers know what the District does on an ongoing basis, what the District may do if a water quality issue arose, and the District's response strategy. A reference to the District website regarding the District's response strategy should be included. Staff will make the suggested edits and changes to the Pipeline.

12 (d) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Meritage Ridge Plat

Mr. McDowell spoke about the difficulty the District would have to get gravity sewer service to the area. Discussion ensued.

It was moved by Commissioner Steeb and seconded by Commissioner Hwang to approve the Interlocal Agreement for the Meritage Ridge Plat, and to authorize the General Manager to sign the agreement. Vote 5-0-0. Motion carried. So ordered.

12 (e) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Vintner's West Plat

Mr. McDowell explained the Vintner's West Plat has a similar issue with gravity sewer service to the area as the Meritage Ridge Plat.

It was moved by Commissioner Steeb and seconded by Commissioner Hwang to approve the Interlocal Agreement for the Vitner's West Plat, and to authorize the General Manager to sign the Agreement. Vote 5-0-0. Motion carried. So ordered.

12 (f) Resolution No. 3806 Adopting the District's portion of the King County Regional Hazard Mitigation Plan Update

Mr. McDowell gave an overview of the Hazard Mitigation Plan. There were some discrepancies found in Chapter 54. Discussion ensued.

It was moved by Commissioner Smith and seconded by Commissioner Hwang to approve Resolution 3806 Adopting the District's Local Hazard Mitigation Plan. Vote 5-0-0. Motion carried. So ordered.

Staff will check on updates to 54.2 Jurisdiction Profile and make revisions if needed.

SIGNIFICANT CORRESPONDENCE

The Commissioners received an email from tenant Heather Mertens regarding the District's landlord tenant utility service billing policy. Mr. Howe will respond to the customer.

COMMISSIONER'S FOLLOW-UP

14 (a) Status of Regional Committees

Commissioner Hwang reported on his attendance at the MWPAAC General Meeting on October 1, 2014.

Mr. Broyles updated the Board on the MWPAAC Rates & Finance Subcommittee Meeting he attended on October 2, 2014.

Commissioner Knapinski and Commissioner Smith both had positive comments about the WASWD Fall Conference in Spokane.

Commissioner Steeb will attend the SRRWA Meeting at Northshore Utility District on October 28, 2014.

Commissioner Smith will attend the Sno-King Water Coalition Meeting in Mukilteo on October 13, 2014. Mr. Howe will not be available to attend the meeting but he provided Sno-King the changes the District wants made to the Legislative agenda regarding building permits and water and sewer service availability. He was clear that the District would not support the legislative agenda if the changes were not made. Commissioner Smith will have an update for the Board at the next meeting. Discussion ensued.

REGULAR MEETING
October 7, 2014

Item 12(d) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Meritage Ridge Plat

Discussion:

The Meritage Ridge Plat, (36 new homes), is located west of 136th Avenue NE, and north of NE 128th St within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the southeast of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless WWD can extend service in the future and dissolve this agreement. Woodinville Water District will, however, provide water service to the proposed plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service with one exception. In this agreement, we have included a separate agreement for each property owner that must be completed and recorded prior to obtaining water service. The agreement between WWD and the property owner states that if WWD can provide sewer service in the future, the property owner at that time will be required to pay to WWD the current System Development Charge for connection to the sewer system.

Attachments:

- 1) Interagency agreement with NUD for the Meritage Ridge plat
- 2) Site Map

Recommendation:

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

Financial Impacts:

None.

Attachment 1

AGREEMENT
FOR INTERIM SEWER SERVICE

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Vintner's West Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

- A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:
 1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville proposed

sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and the owner of the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville; provided, Northshore shall cooperate fully with

Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

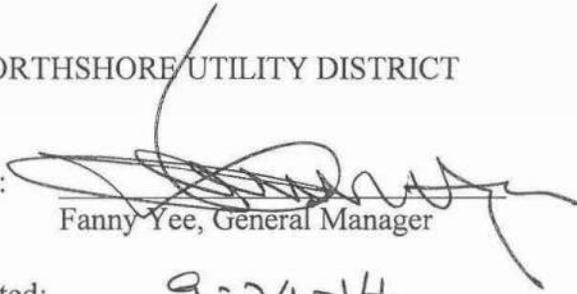
6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" attached hereto and incorporated herein by this reference with the owner of the Property
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

WOODINVILLE WATER DISTRICT

By:


Fanny Yee, General Manager

By: _____

Ken Howe, General Manager

Dated: _____

9-24-14

Dated: _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 24, 2014

Signature Margaret D. Johanson

(Print name) Margaret D. Johanson

Notary Public in and for the State of Washington,
my commission expires: 12-07-17

Residing at: Kenmore

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(Print name) _____

Notary Public in and for the State of Washington,
my commission expires _____

Residing at: _____

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

PARCEL NO. 2726059087

PARCEL C OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059088

PARCEL D OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059036

LOT 2, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059096

LOT 4, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059094

LOT 1, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SAID SHORT PLAT.

PARCEL NO. 2726059097

THE WEST 30 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

EXHIBIT B

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE
WATER DISTRICT AND PRIVATE PROPERTY OWNERS**

EXHIBIT B

AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND PROPERTY OWNER

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and _____, a _____ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as the Vintner's West Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -

Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager
 Woodinville Water District
 17238 NE Woodinville-Duvall Rd
 Woodinville, WA 98072

To Owner at: _____

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

QUADRANT HOMES

By: _____
Its _____

Dated: _____

WOODINVILLE WATER DISTRICT

By: _____
Ken Howe, General Manager

Dated: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

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

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of Washington,
my commission expires: _____

Residing at: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of Washington,
my commission expires _____

Residing at: _____

**EXHIBIT X
REAL PROPERTY LEGAL DESCRIPTION**

PARCEL NO. 2726059087

PARCEL C OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059088

PARCEL D OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059036

LOT 2, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059096

LOT 4, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059094

LOT 1, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

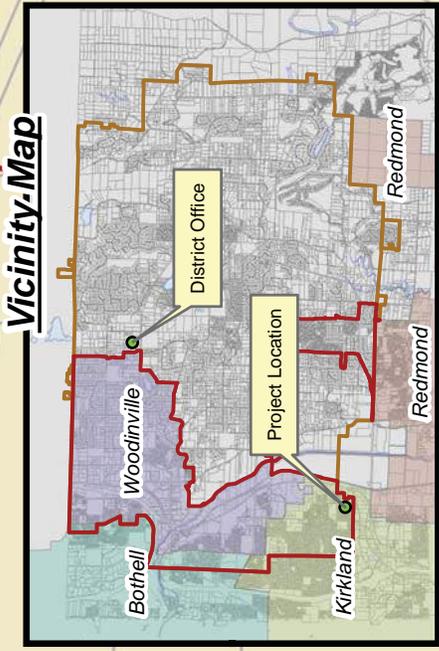
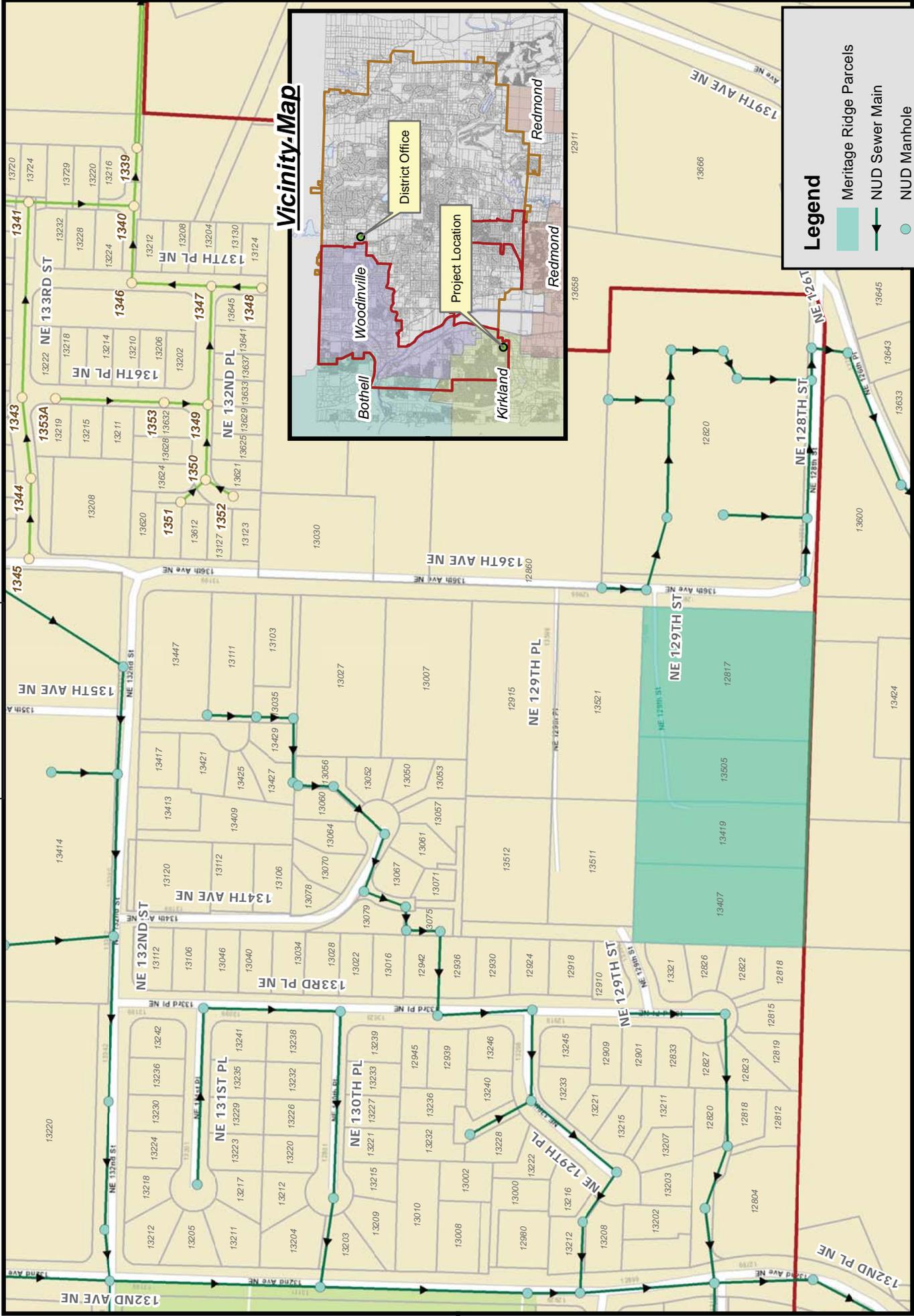
TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SAID SHORT PLAT.

PARCEL NO. 2726059097

THE WEST 30 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

EXHIBIT Y

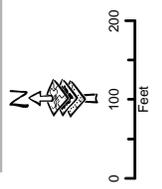
**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE
WATER DISTRICT AND NORTHSORE UTILITY DISTRICT**



Legend

- Meritage Ridge Parcels (Light Green Box)
- NUD Sewer Main (Green Line with Arrow)
- NUD Manhole (Blue Circle)
- WWD Sewer Main (Green Line with Arrow)
- WWD Sewer Manhole (Yellow Circle)
- WWD Sewer Service Area (Red Outline)

Meritage Ridge Site Map



Return Address:

Oliver Strickman
Woodinville Water Dist.
17238 NE Wood-Duvall Rd.
Woodinville, WA 98072



20140310000663

FIRST AMERICAN AG-RER 89.00
PAGE-001 OF 018
03/10/2014 11:35
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein); (all areas applicable to your document must be filled in)

1. Agreement for Interim Sewer Service Between Woodinville Water
2. District and Property Owner.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name first, then first name and initials)

1. Woodinville Water District
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Said documents were filed of record as an accommodation only. It has not been examined as to proper execution or as to its effect upon title.

Grantee(s) (Last name first, then first name and initials)

1. Toll WA LP
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Additional legal is on page 6 of document.
NE NW 27-26-05 (AKA Pt 4-7
Blk 172 Buckeaway's
Kirk Ave Unvel)

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet assigned

2726059033

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between **Woodinville Water District**, a special purpose municipal corporation ("Woodinville"), and **Toll WA LP**, a Washington limited partnership ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit A** attached hereto and incorporated herein by this reference ("Property or Lots") which is being developed as 26 Lots for residential use; and is commonly known as Momco Subdivision; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit B** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property and the Lots from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property and the Lots on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and the Owner or Owners of the Lots shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property and the Lots, Woodinville shall provide Northshore and the Owner or Owner's successors and assigns at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the Lots and the effective date of such sewer service to the Property and the Lots, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property and the Lots from Northshore's sewer system and connect the Property and the Lots to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the Lots and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property and the Lots in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner or Owner's successors and assigns shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system;

Owner shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property and the Lots. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager
 Woodinville Water District
 17238 NE Woodinville-Duvall Rd
 Woodinville, WA 98072

To Owner at: TOLL WA LP
 9720 NE 120TH PL.
 SUITE 100
 KIRKLAND, WA 98034

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

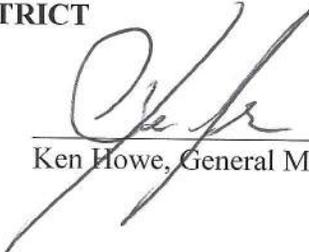
G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

TOLL WA LP

By: TOLL WA GP CORP.
Its: GENERAL PARTNER

By: 
Eric H. Campbell
Its: DIVISION PRESIDENT
Dated: 3/4/14

WOODINVILLE WATER DISTRICT

By: 
Ken Howe, General Manager

Dated: 3/6/14

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that ERIC CAMPBELL is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Division President of Toll WA GP Corp, a Washington corporation, the general partner of Toll WA LP, a Washington limited partnership to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



Dated this 4th day of March, 2014.

Signature of Notary [Handwritten Signature]

Gigi Blanchette
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington,
residing at KIRKLAND
My appointment expires: Oct 15, 2016

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that **Ken Howe** is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated this 6 day of March, 2014.

Signature of Notary [Handwritten Signature]

Stacy L Hollis
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Washington,
residing at Lynnwood
My appointment expires: 3-9-16

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH $89^{\circ}41'27''$ EAST ALONG THE SOUTH LINE THEREOF 570 FEET; THENCE NORTH $00^{\circ}22'05''$ WEST 408.44 FEET; THENCE SOUTH $89^{\circ}41'27''$ WEST 570 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE ALONG SAID WEST LINE SOUTH $00^{\circ}22'05''$ EAST 408.44 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 30 FEET AND THE WEST 30 FEET THEREOF;

(ALSO KNOWN AS THE WEST 540.00 FEET OF LOTS 6 AND 7, BLOCK 172 BURKE & FARRARS KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 38, UNRECORDED)

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

Exhibit B

FILE COPY



20131030001042

NORTHSHORE UTI AG-RER 84.00
PAGE-001 OF 013
10/30/2013 13:07
KING COUNTY, WA

AFTER RECORDING PLEASE RETURN TO:

Northshore Utility District
Carol Cameron
6830 NE 185th Street
Kenmore, WA 98028-0489

Please print or type information - Recorder's Cover Sheet as per RCW 65.04

Document Title(s) (or transactions contained therein):	INTERIM AGREEMENT BETWEEN WOODINVILLE WATER DISTRICT AND NORTHSHORE UTILITY DISTRICT FOR SANITARY SEWER SERVICE TO PLAT OF MOMCO
Grantor(s) (Last name first, then first name and initials): <input type="checkbox"/> Additional names on page _____ of document.	(1). WOODINVILLE WATER DISTRICT (2). NORTHSHORE UTILITY DISTRICT (3). (4).
Grantee(s) (Last name first, then first name and initials): <input type="checkbox"/> Additional names on page _____ of document	(1). NORTHSHORE UTILITY DISTRICT (2). WOODINVILLE WATER DISTRICT (3). (4).
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range): <input checked="" type="checkbox"/> Additional legal description is on page 6 of document	THE WEST 540.00 FEET OF LOTS 6 AND 7, BLOCK 172 BURK & FARRARS KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 38 UNREC AND FURTHER DESCRIBED ON ATTACHED EXHIBIT A PER RECORDS KING COUNTY WASHINGTON.
Assessor's Property Tax Parcel or Account Number at the time of recording:	(1). 272605-9033 (2). (3). (4).
Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional references on page _____ of document	(1). (2). (3). (4).

The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

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FILE COPY

Momco

AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND
NORTHSHORE UTILITY DISTRICT

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Momco Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer

extensions; provided Northshore shall provide Woodinville proposed sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville;

provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" (attached hereto and incorporated herein by this reference).
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

By: _____

Fanny Yee, General Manager

Dated: _____

9-23-13

WOODINVILLE WATER DISTRICT

By: _____

Ken Howe, General Manager

Dated: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 23, 2013

Signature Margaret D. Johanson

(print name) Margaret D. Johanson

Notary Public in and for the State of Washington,
my commission expires 12-07-13

Residing at Kenmore

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: October 15, 2013

Signature Jack O Broyles Jr

(print name) Jack O Broyles Jr

Notary Public in and for the State of Washington,
my commission expires January 9, 2015

Residing at Bethell

12 (d) Chandler Short Plat Variance

Mr. McDowell displayed the Chandler Short Plat Site Map and discussed the variance request.

It was moved by Commissioner Cebron and seconded by Commissioner Chatterton to approve a variance from Subsection 4.04.010(B)(1) of the District Code waiving the requirement to extend a water main to and through Lot 2 of the Chandler Short Plat, and waiving the obligation to provide a 15' utility easement through PIN272605TRCT, CONDITIONED ON: (a) The payment of an Equity Cost in the amount of \$22,479 as determined by Subsection 4.04.010(B)(5) to be applied toward the District Water CIP project No. D-11; and (b) The applicant applying for a new Water Availability Certificate to establish the effective date of the variance approval. Vote 5-0-0. Motion carried. So ordered.

Discussion ensued.

12 (a) Committee Assignments

The Board of Commissioners reviewed and edited the Board of Commissioner Committee Assignments for 2013. The Board of Commissioners was in consensus with the revisions. The Board discussed adding WASWD meetings to future committee assignments.

Woodinville Water District				
Board of Commissioner Committee Assignments for 2013				
Committee	Primary	Alternate	Alternate	Meeting Date/Time
City of Woodinville Liaison	STEEB	SMITH	CHATTERTON	1 st , 2 nd & 3 rd Tuesday 7:00 PM
Woodinville Fire & Rescue	CHATTERTON	HWANG	GM	1 st & 3 rd Monday 5:00 PM
Metro (MWPAAC) - V	BROYLES	HWANG	GM	1 st Wednesday 10:00 AM - 1:00 PM
Seattle System Operating Board	GM	STEEB	CHATTERTON	1 st Thursday 2:30 - 4:30 PM
Sno-King Water District Coalition - V	SMITH	GM	HWANG	2 nd Monday 10:00 AM
Snohomish River RWA (SRRWA) - V	STEEB	CHATTERTON	GM	3 rd Tuesday 2:00 PM
W&S Risk Management Pool - V*	CEBRON	HORVATH	STEEB	3 rd Friday 9:00 AM
V - Voting Committee V* - One District Vote at the Annual Meeting.				Revised 10/15/13

12 (b) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Momco Plat

Mr. McDowell advised the Momco Plat is within the District Sewer service area; however, due to the topography, the District is unable to provide gravity sewer service to the Plat now or in the foreseeable future. However, Northshore Utility District could provide sewer service to the Plat and would do so on an interim basis by interlocal agreement.

Commissioner Cebon indicated he would support the proposed interlocal agreement with Northshore and the individual agreements which will affect the project's lots with the understanding that, if Woodinville ever felt the need to provide sewer service to the Plat, the Board at that time would have flexibility in the assessment of the District sewer system development charges in recognition of the property owners' payment of connection charges to Northshore.

It was moved by Commissioner Smith and seconded by Commissioner Hwang to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement. Vote 4-1-0, with a no vote from Commissioner Chatterton. Motion carried. So ordered.

12 (c) Devon Hughes Cottage Lake Home Variance Request

Mr. McDowell displayed the site map and discussed the variance request.

It was moved by Commissioner Cebon and seconded by Commissioner Chatterton to approve the variance request by Devon Hughes for the 325' backside service line to serve the proposed residence at 18637 NE Woodinville-Duvall Road CONDITIONED ON: (a) The applicant signing a Limited Liability and Hold Harmless Agreement to be recorded with King County; and (b) The applicant applying for a new Water Availability Certificate to establish the effective date of the variance approval. Vote 5-0-0. Motion carried. So ordered.

SIGNIFICANT CORRESPONDENCE

Mr. Howe received an email from customer Vicki Sorg who attended the Summer Garden classes held at the District. Ms. Sorg expressed her appreciation for the classes held at the District and complimented Debbie Rannfeldt. Mr. Howe received a second email today from another class attendee complimenting the District and Ms. Rannfeldt for offering the classes.

Mr. Howe referenced email correspondence he had with a customer, which he had forwarded to the Board of Commissioners in the past regarding the customer who had alleged he had not been receiving his bills. That issue was resolved and the customer has been receiving his bills but the customer also has a tenant bill issue that he is currently disputing.

COMMISSIONER'S FOLLOW-UP

14 (a) Status of Regional Committees

Commissioner Steeb mentioned the SRRWA will not be meeting on October 22, 2013.

REGULAR MEETING
October 15, 2013

Item 12(b) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Momco Plat

Discussion:

The Momco Plat is located east of 136th Avenue NE, and north of NE 128th St within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the south of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless WWD can extend service in the future and dissolve this agreement. Woodinville Water District will, however, provide water service to the proposed plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service with one exception. In this agreement, we have included a separate agreement for each property owner that must be completed and recorded prior to obtaining water service. The agreement between WWD and the property owner states that if WWD can provide sewer service in the future, the property owner at that time will be required to pay to WWD the current System Development Charge for connection to the sewer system.

Attachments:

- 1) Interagency agreement with NUD for the Momco plat.

Recommendation:

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

Financial Impacts:

None.

Attachment 1

AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND
NORTHSHORE UTILITY DISTRICT

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Momco Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer

extensions; provided Northshore shall provide Woodinville proposed sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville;

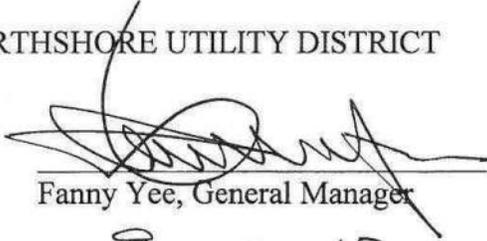
provided, Northshore shall cooperate fully with Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B"(attached hereto and incorporated herein by this reference).
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

By:


Fanny Yee, General Manager

Dated:

9-23-13

WOODINVILLE WATER DISTRICT

By:

Ken Howe, General Manager

Dated:

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 23, 2013

Signature Margaret D. Johanson

(print name) Margaret D. Johanson

Notary Public in and for the State of Washington,
my commission expires 12-07-13

Residing at Kenmore

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of Washington,
my commission expires _____

Residing at _____

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°41'27" EAST ALONG THE SOUTH LINE THEREOF 570 FEET; THENCE NORTH 00°22'05" WEST 408.44 FEET; THENCE SOUTH 89°41'27" WEST 570 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE ALONG SAID WEST LINE SOUTH 00°22'05" EAST 408.44 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 30 FEET AND THE WEST 30 FEET THEREOF;

(ALSO KNOW AS THE WEST 540.00 FEET OF LOTS 6 AND 7, BLOCK 172 BURK & FARRARS KIRKLAND ADDITION TO THE CITY OF SEATTLE, DIVISION NO. 38, UNRECORDED)

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE
WATER DISTRICT AND PROPERTY OWNER**

**AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and _____, a _____ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as _____; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -

Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager
 Woodinville Water District
 17238 NE Woodinville-Duvall Rd
 Woodinville, WA 98072

To Owner at: _____

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

WOODINVILLE WATER DISTRICT

By: _____
Its _____

Dated: _____

By: _____
Ken Howe, General Manager

Dated: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

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

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of Washington,
my commission expires: _____

Residing at _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of Washington,
my commission expires _____

Residing at _____

EXHIBIT X
REAL PROPERTY LEGAL DESCRIPTION

EXHIBIT Y

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE
WATER DISTRICT AND NORTSHORE UTILITY DISTRICT**

N22

Q-3

Return Address:

Dee Jamison
Woodinville Water District
P.O. Box 1390
Woodinville, WA 98072



20041019000109
PACIFIC NW TIT AG 23.00
PAGE001 OF 005
10/19/2004 09:16
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Agreement for Interim Sewer Service
- 2.
- 3.
- 4.

5/23 PNWT
W 9229-12

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name first, then first name and initials)

1. Woodinville Water District
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Northshore Utility District
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range) Lot 1 of King County Short Plat No. 12-77101, According to plat recording July 20, 1978 under recording no. 7807200876, in King County, Washington

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet assigned (to be new lots as part of subdivision (pending)) 2226059018

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AGREEMENT
FOR INTERIM SEWER SERVICE**

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation (Northshore), is dated this 13 day of September, 2004.

Whereas, Woodinville is authorized to provide sanitary sewer service to customers located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to customers within its boundaries; and

Whereas, property located within Woodinville boundaries and its sanitary sewer service area and legally described on Exhibit "A", which is attached hereto and incorporated by referenced herein (the Property), is being developed for residential use; and is commonly known as Perkins Lane (King County File #: L99P0012) and

Whereas, development of the Property will require an extension of the public water and sanitary sewer system (WWD DE 04-09 and NUD S2002013); and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sanitary sewer system will not now be extended to serve the property; and

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

Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County Department of Natural Resources Wastewater Pollution Division (formerly METRO) all connection charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville can provide permanent sanitary sewer service to the Property and upon notice from Woodinville, title to the sanitary sewer service will be transferred to Woodinville at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system.
6. This agreement shall be recorded in the King County Office of Finance.

NORTHSHORE UTILITY DISTRICT

By [Signature]

Fanny Yee
(Print name here)

General Manager
Its - General Manager

WOODINVILLE WATER DISTRICT

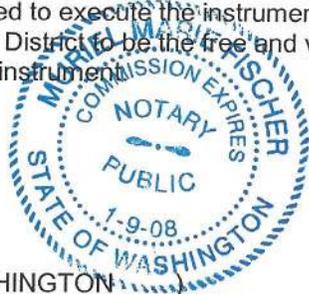
By [Signature]

Ken Howe
(Print name here)

General Manager
Its - General Manager

STATE OF WASHINGTON)
COUNTY OF KING)ss

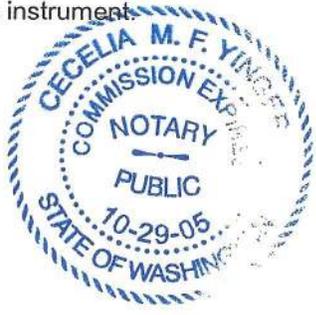
I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated the she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 9-13-04
Signature [Signature]
(print name) Muriel Marie Fischer
Notary Public in and for the State of Washington, my
Commission expires 1-9-08

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 10-13-04
Signature [Signature]
(print name) CECELIA M F YINGER
Notary Public in and for the State of Washington, my
Commission expires October 29 2005

Exhibit A

Perkins Development, Inc.
19921 133rd Dr. SE
Snohomish, WA 98296

SCHEDULE A-4

POLICY NO. 388441-3A

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF KING AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF KING COUNTY SHORT PLAT NO. 1277101, ACCORDING TO PLAT RECORDED JULY 20, 1978 UNDER RECORDING NO. 7807200876, IN KING COUNTY, WASHINGTON.

Site Address: 13802 132nd Ave NE, Kirkland



NONE

SEWER SYSTEM

Woodinville
Water District

Woodinville, Washir

FOURRIER SEWER DES9601 4-99 V.G
UPDATE DISTRICT ENDY 3-99 V.G

NOTE:
CIRCLED DEPTHS OF SIDE SEWERS
REFLECT DEPTH AT TIME OF CONST.
AND PRIOR TO FINAL GRADING.

11 (b) Resolution 3507 Declaring Certain Computer Equipment and Materials Surplus

It was moved by Commissioner Maxfield and seconded by Commissioner Matson to approve Resolution 3507 declaring certain computer equipment and materials surplus. Vote 4-0-0. Motion carried. So ordered.

11 (d) Interim Sewer Agreement with NUD

It was moved by Commissioner Goodwin and seconded by Commissioner Matson to approve the Interlocal Agreement and to authorize the General Manager to sign the agreement. Vote 4-0-0. Motion carried. So ordered.

11 (e) Implementation of Schedule for Vulnerability Assessment

Discussion.

11 (f) Commissioner Fund Allocation

It was moved by Commissioner Goodwin and seconded by Commissioner Matson to transfer \$1,500 from President Jewitt's account to Commissioner Goodwin's account. Vote 4-0-0. Motion carried. So ordered.

SIGNIFICANT CORRESPONDENCE

12 (a) Letter from Dan Mallove

The District received a letter from Dan Mallove requesting that President Jewitt sign the settlement agreement for the Kate Santee litigation.

It was moved by Commissioner Goodwin and seconded by Commissioner Matson to approve President Jewitt's signing of the settlement agreement for the Kate Santee litigation. Vote 4-0-0. Motion carried. So ordered.

12 (b) Letter from Phyllis Keller

COMMISSIONERS' FOLLOW-UP

13 (a) Update Monthly Calendar of Board Activities

Due to lack of a quorum on the Regular Meeting date of October 19, the October 19 Board Meeting was cancelled. A Special Meeting is scheduled on Wednesday, October 27. Staff will email all Commissioners reminding them to sign vouchers on October 15 due to the cancellation of the October 19 meeting.

Commissioner Matson reported that he would be absent from the Tuesday, November 16, 2004 Board Meeting.

ATTORNEY'S REPORT: None

REGULAR MEETING

October 5, 2004

Item 11(d) Interlocal Agreement with Northshore Utility District for Interim Sewer Service

Discussion:

The Perkins Lane Plat is located east of 132nd Avenue NE, approximately 100 feet south of NE 138th Place and is within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide gravity sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so. The developer will construct a sewer developer extension with NUD and connect to an existing NUD sewer main to the west of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, as we will not provide sewer service.

Woodinville Water District will, however, provide water service to the proposed plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service.

Recommendation:

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

Financial Impacts:

None.

**AGREEMENT
FOR INTERIM SEWER SERVICE**

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation (Northshore), is dated this 13 day of September, 2004.

Whereas, Woodinville is authorized to provide sanitary sewer service to customers located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to customers within its boundaries; and

Whereas, property located within Woodinville boundaries and its sanitary sewer service area and legally described on Exhibit "A", which is attached hereto and incorporated by referenced herein (the Property), is being developed for residential use; and is commonly known as Perkins Lane (King County File #: L99P0012) and

Whereas, development of the Property will require an extension of the public water and sanitary sewer system (WWD DE 04-09 and NUD S2002013); and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sanitary sewer system will not now be extended to serve the property; and

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

Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County Department of Natural Resources Wastewater Pollution Division (formerly METRO) all connection charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville can provide permanent sanitary sewer service to the Property and upon notice from Woodinville, title to the sanitary sewer service will be transferred to Woodinville at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system.
6. This agreement shall be recorded in the King County Office of Finance.

~~NORTHSHORE UTILITY DISTRICT~~

By *[Signature]*

Fanny Yee
(Print name here)

General Manager
Its - General Manager

WOODINVILLE WATER DISTRICT

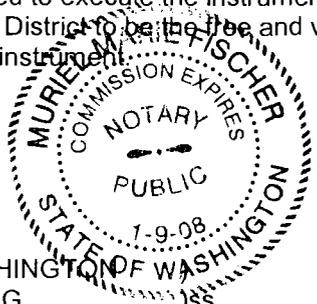
By _____

(Print name here)

Its - General Manager

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated the she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 9-13-04
Signature *[Signature]*
(print name) Muriel Marie Fischer
Notary Public in and for the State of Washington, my
Commission expires 1-9-08

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____
Signature _____
(print name) _____
Notary Public in and for the State of Washington, my
Commission expires _____

N28



20180917000273

AFTER RECORDING PLEASE RETURN TO:

Northshore Utility District
Attn: Engineering Division
6830 NE 185th Street
Kenmore, WA 98028-0489

AGREEMENT Rec: \$103.00
9/17/2018 10:34 AM
KING COUNTY, WA

Please print or type information-Recorder's Cover Sheet as per RCW 65.04

Document Title (s) (or transactions contained therein):	Interlocal Agreement for Interim Sewer Service Spatacean Property
Grantor(s) (Last name first, then first name and initials): <input type="checkbox"/> Additional names on _____ page of document.	(1) Woodinville Water District (2) (3) (4)
Grantee(s) Last name first, then first name and initials): <input type="checkbox"/> Additional names on _____ page of document.	(1) Northshore Utility District (2) (3) (4)
Legal Description (abbreviated: i.e., lot, block, plat or section township, range): <input type="checkbox"/> Additional Legal description on page (s) ___ of document.	W 140.33 FT OF E 330 FT OF S 1/2 OF NE 1/4 OF NW 1/4 LESS N 300 FT LESS S 200 FT & N 30 FT OF S 230 FT OF E 330 FT OF SD S 1/2 OF NE 1/4 OF NW 1/4 LESS W 140.33 FT THOF SUBJ TO TRANS LN ESMT LESS CO RD
Assessor's Property Tax Parcel or Account Number at the time of recording:	(1) 162605-9108 (2) (3) (4)
Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional references on page(s) _____ of document.	(1) (2) (3) (4)

The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

Interlocal Agreement for Interim Sewer Service

This Agreement ("Agreement") is made and entered into this 29th day of August, 2018, by and between the Woodinville Water District, ("Woodinville"), and the Northshore Utility District, ("Northshore"), both municipal corporations of the State of Washington (individually a "Party" and collectively the "Parties").

RECITALS

1. Both Parties are special purpose districts operating as public water and sewer utilities pursuant to Chapter 57 of the Revised Code of Washington.
2. Certain real property ("Property"), located within Woodinville's sewer service boundaries adjacent to Northshore's sewer service boundaries is being developed for residential use with one sewer connection allowed. The Property is commonly known as the Spatacean property and is shown in the attached Exhibit "A" and legally described as follows:

W 140.33 FT OF E 330 FT OF S 1/2 OF NE 1/4 OF NW 1/4 LESS N 300 FT LESS S 200 FT & N 30 FT OF S 230 FT OF E 330 FT OF SD S 1/2 OF NE 1/4 OF NW 1/4 LESS W 140.33 FT THOF SUBJ TO TRANS LN ESMT LESS CO RD

3. Northshore's public sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

Woodinville and Northshore agree as follows:

4. Purpose. The purpose of this Agreement is to allow Northshore to provide sewer service to Property on an interim basis in accordance with the terms and conditions herein.
5. Permission to Serve. Woodinville hereby grants permission to Northshore to provide sanitary sewer service to Property on an interim basis in accordance with the terms and conditions herein.

6. Manner of Service. Northshore shall serve, bill and treat the Property customer in the same manner as its other sewer service customers. The Property shall connect to the existing side sewer stub as directed by Northshore.

7. Recording. Pursuant to RCW 39.34.040, Northshore shall record this Agreement with the King County Recorder's Office.

8. No Third Party Beneficiaries. Except as may be expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.

9. Notice. Unless provided otherwise in this Agreement, notices issued for all communications associated with this Agreement shall be delivered to each party as follows:

Northshore Utility District
Attn: General Manager
6830 NE 185th St.
Kenmore, WA 98028

Woodinville Water District
Attn: General Manager
17238 NE Woodinville Duvall Rd.
Woodinville, WA 98072

10. Duration. This Agreement becomes effective on the date on which the last authorized signatory affixes his/her signature to this agreement ("Effective Date").

11. Permanent Sewer Service. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner of the Property of its intent to provide sewer service to the Property and the Effective Date of such sewer service to the Property. Upon the Effective Date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system shall be at Woodinville's expense; thereafter Woodinville will provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules, and procedures. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.

12. Isolation of Systems. Upon termination of this Agreement, Northshore shall retain ownership of all fees and charges collected and the sanitary sewer system facilities constructed off-site to serve the Property. The Party that terminates this Agreement shall bear the costs for isolating Northshore's sewer system from the Property.

13. Administration. The Administrator of this Agreement shall be the General Manager for Woodinville.

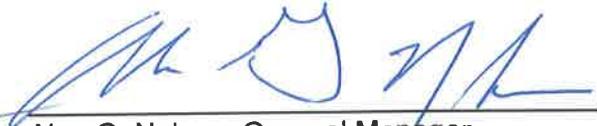
14. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

Woodinville Water District:

Northshore Utility District:

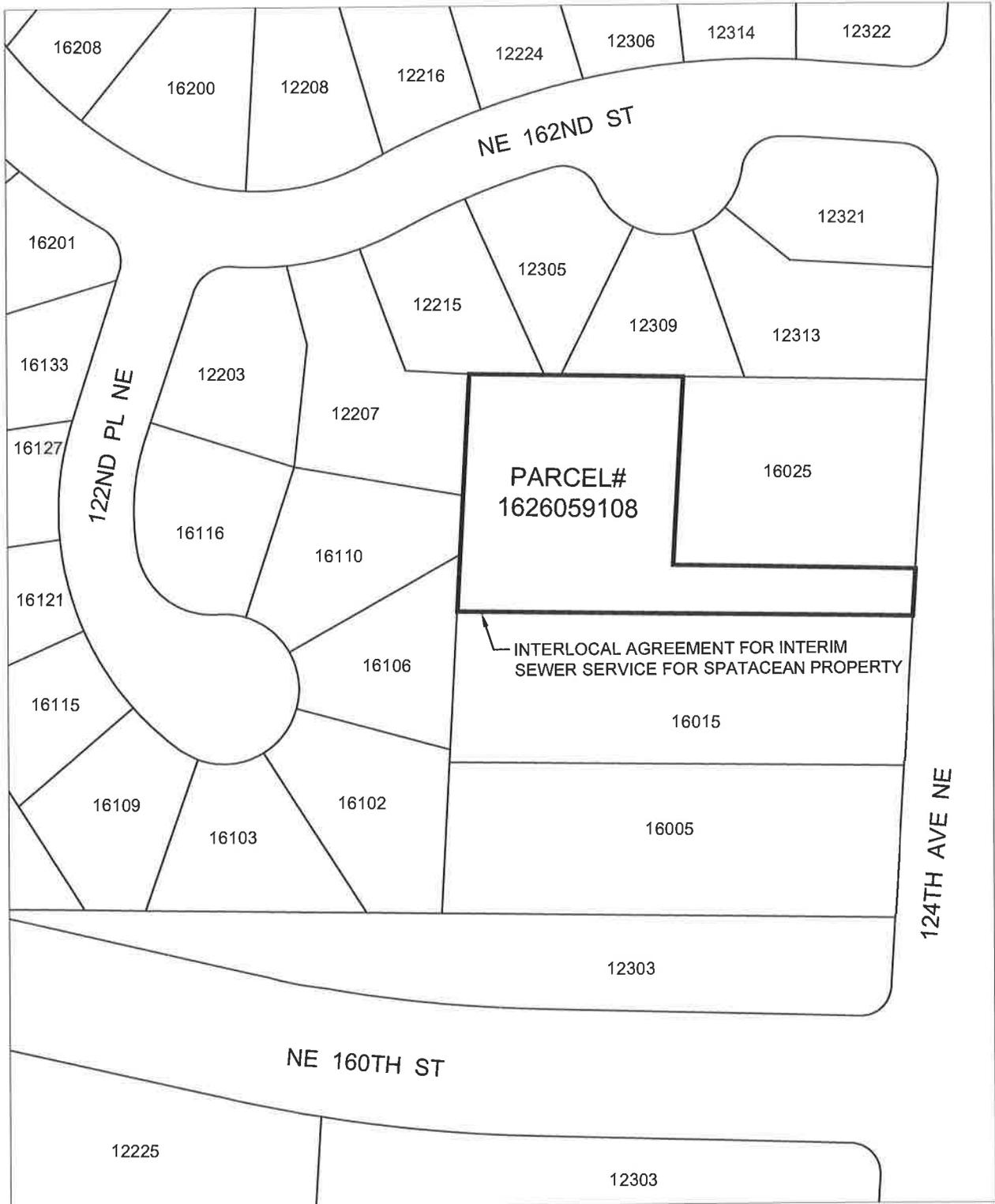


Patrick Sorensen, General Manager
Woodinville Water District



Alan G. Nelson, General Manager
Northshore Utility District

EXHIBIT "A"



Mr. Howe added a 15-minute Executive Session pursuant to RCW 42.30.110(1) (i) to discuss potential litigation.

Commissioner Cebron added item 11 (c) King County Reclaimed Water issue.

Mr. McDowell added item 12 (d) Change Order No. 1 for the SR 202/NE 160th St Manhole Rehab Project

MEETING AGENDA APPROVAL

It was moved by Commissioner Knapinski and seconded by Commissioner Cebron to approve the amended meeting agenda. Vote 4-0-0. Motion carried. So ordered.

ITEMS FROM THE PUBLIC

Fivi Spatacean and Steve Nielson, owners of property located in Totem Estates of Woodinville, spoke about the sewer service for the lots they own. They presented a letter dated from 1993 that was signed by the former District General Manager, Bob Bandarra, responding to the former owner of the lots request for sewer service. In 1993, Woodinville Water District was unable to provide sewer service to the area where their properties are located due to geographical considerations. The 1993 letter stated that Woodinville Water District did not object to Northshore Utility District (NUD), a water-sewer district adjacent to Woodinville Water District, providing sewer service to the four subject lots on an interim basis. Ms. Spatacean is now planning to build on the lots and was advised by the District and NUD that she will not be able to have Northshore Utility provide the sewer service because the Woodinville Water District now has sewer service available to her property. The owners of the lots object to the cost and policies of the Woodinville Water District to obtain sewer service from Woodinville. The Board encouraged Ms. Spatacean and Mr. Nielson to schedule a meeting with District staff and provide staff with all of their documents to review. Engineering staff will provide a recommendation to the Board at an upcoming Board meeting. The Board invited Ms. Spatacean and Mr. Nielson to attend the Board meeting when the item is on the agenda.

CONSENT AGENDA

8 (a) Sign Monthly Vouchers

- Water Maintenance Fund (09-104-0010), Vouchers #94663 through #94742 and Payroll Advice #6034 through #6102 in the amount of \$634,242.16
- Sewer Maintenance Fund (09-104-0510), Vouchers #26756 through #26764 in the amount of \$6,743.82
- Water Construction Fund (09-104-3010), Vouchers #35009 through #35015 in the amount of \$60,316.75
- Sewer Construction Fund (09-104-3510), Vouchers #40888 through #40888 in the amount of \$48,530.60

02/06/2018 A/P and 01/23/2018 Payroll A/P and 02/06/2018 Payroll A/P

REGULAR MEETING
March 20, 2018

Item: 12(e) Sewer Service for Properties Adjacent to Northshore Utility District Service Area

Discussion:

Fivi Spatacean and Steve Nielson own property that falls within the Woodinville Water District corporate boundary located adjacent to Northshore Utility District Service Area. They attended the February 6, 2018 Board meeting to discuss the ability of NUD to serve four properties with public sewer rather than WWD. The Board directed them to work with staff and then bring the issue back to the Board.

Staff met with Fivi and Steve on March 8, 2018, to discuss their options and the ability of WWD to provide public sewer service. The four lots that they are requesting service for are located in the northwest corner at the intersection of NE 160th St and 124th Ave NE. The total area of the four lots is 107,592 square feet with a zoning designation of R5400. This indicates residential development and that the size of the lots can be as small as 5,400 sq. ft. Using this information, up to 20 lots could be situated on these properties, although consideration would need to be made for access, other utilities, and the large power transmission lines located along the west margin of 124th Ave NE.

They submitted information that they have collected, including a letter dated September 21, 1993 from then WWD General Manager, Bob Bandarra to Ron Gehrke, NUD General Manager. The letter indicates that although the property lies within the boundaries of WWD, sewer service is not currently available due to geographical considerations. The letter goes on to indicate that WWD does not object to NUD providing sewer service to the four subject lots on an interim basis, but has no interest in modifying our sewer service boundary. It also states that if gravity sewer service by WWD becomes available at some future date, the District reserves the right to assume sewer service to the subject properties. There was also a Sewer Availability Certificate (SAC) included with this letter, stating that the SAC was only valid for one year. The letter from Bob Bandarra to Ron Gehrke was the first step in obtaining service from NUD. A formal Interagency Agreement is required as the next step in this process. But in this case, the official agreement was never executed and the letter and SAC expired after one year.

In 1993 when the letter was written, WWD did not have a GIS program, nor did the District have any of their as-built drawings available at the District office to research. The best available information was the Map Book at the front counter. Although WWD's sewer system has not changed/expanded in this area since 1993, a gravity option was available. A sewer main could be installed from manhole #655 that would run approximately 776 feet to serve these properties. The depth at MH 655 is 11 feet, and the new main would be as deep as 19 feet for a short section along 124th Ave NE to serve these properties.

Ms. Spatacean is listed as an owner on two of the properties, one she has owned since September of 2004, and the second was purchased in 2014. King County Assessor's information does not list when Mr. Nielson purchased his property, but the home was

built in 1923 and remodeled in 1956. The fourth property is owned by Jeff O'Day with the home built in 1950. King County Assessor's information does not provide a date as to when Mr. O'Day purchased his property.

Easements were obtained by Ms. Spatacean that would allow her property to be connected to the NUD sewer, the first was recorded in 2003 and the second recorded in 2008. The first of the easements is a private easement, 6 feet in width and contains two 6-inch side sewers located on lot 43 of Totem Estates, 16110 122nd PI NE; and the second easement is a public easement, 7.5 to 10-foot wide on lot 42 of Totem Estates, 16106 122nd PI NE, that does not have any sewer line installed in it at this time.

The 2006 WWD Sewer Comprehensive Plan looked at this area and indicated that these four lots and all of Totem Estates sewer could be intercepted and pumped through a lift station into WWD's system. This would require over 1,100 feet of force main along with the construction of a lift station and purchase of property to place it on. At this time, this does not appear to be a feasible option.

Ken Howe had directed staff to look at other properties that are close to the proposed extension to see if any other property served by NUD could also be served by this extension. An additional 270-foot extension of the proposed sewer main west on NE 162nd St from 124th Ave NE would allow up to 8 additional homes in the Totem Estates development to be converted to WWD customers. This would bring the total potential customers to 28, although realistically, you most likely would not get that many lots due to access roads and the power line easement. Staff and Ken Howe also discussed the option of honoring the intent of the 1993 letter from Bob Bandarra and allow each lot one connection through NUD. If they decided to subdivide in the future, then they would need to come back to WWD and apply for a developer extension and connect to our system.

Attachments:

- 1) September 23, 1993 letter from Bob Bandarra with Sewer Availability Certificate.
- 2) GIS map of possible sewer extension.
- 3) Profile of possible sewer extension.
- 4) Figure 5-7 from the 2008 Sewer Comprehensive Plan.
- 5) List of recent sewer main extensions in WWD with actual construction costs.
- 6) Private Sewer Easement No. 20031006000858, and Public Sewer Easement No. 20080514000980.

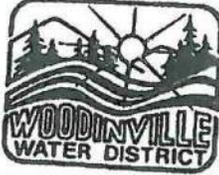
Recommendation:

For information only.

Financial Impacts:

N/A

Attachment 1



WOODINVILLE WATER DISTRICT

17236 Woodinville-Duval Road
P.O. Box 1389
Woodinville, Washington 98072-1390
(206) 483-9104
FAX (206) 486-9244

COMMISSIONERS
Edward Cebon
Gail C. Harrell
Gwenn Maxfield

GENERAL MANAGER
Bob Bandarra

September 21, 1993

Mr. Ron Gehrke
Northshore Utility District
18120 68th Avenue NE
Bothell, Washington 98011

SUBJECT: Sewer Service -- Tax Lots 55, 56, 108, and 7, Located on West side of
124th Avenue NE, North of NE 160th Street -- Request by Louis B. Rowley

Dear Mr. Gehrke:

This letter is in response to a September 16, 1993, letter from Louis B. Rowley, requesting sewer service for the subject properties. A copy of Mr. Rowley's letter, and a current Sewer Availability Certificate issued by the Woodinville Water District are attached.

The subject properties are located within the boundaries of the Woodinville Water District's water and sewer service area. However, sewer service by the Woodinville Water District is not currently available in this location, due to geographical considerations. Mr. Rowley is therefore requesting sewer service to be provided by construction of a system extension and connection to the system in Totem Estates, currently being operated by Northshore Utility District.

The Woodinville Water District does not object to Northshore Utility District providing sewer service to the four subject lots on an interim basis. The District has no interest, however, in modifying our sewer service boundaries. If gravity sewer service by Woodinville Water District becomes available at some future date, the District reserves the right to assume sewer service at the subject properties.

If I can be of further assistance, please feel free to call me at 483-9104, extension 303.

Sincerely,

Bob Bandarra
General Manager

Enclosures

cc: Ken Pick, Utility Planning Engineer
Louis B. Rowley, P.O. Box 1009, Woodinville, Washington 98072

C:\WORD\DEVEXT\ROWLEY1.DOC

This certificate provides the Department of Health and Building & Land Development with information necessary to evaluate development proposals.



Please return to:
BUILDING & LAND DEVELOPMENT
Edward B. Sand, Manager
450 Administration Building
Seattle, Washington 98104
206-344-7900

KING COUNTY CERTIFICATE OF SEWER AVAILABILITY

Do not write in this box
_____ number _____ name _____

- Building Permit
- Short Subdivision
- Preliminary Plat or PUD
- Rezone or other _____

APPLICANT'S NAME L.B. ROWLEY, ET AL

PROPOSED USE SEWER EXTENSION

LOCATION LOTS 55, 56, 108, and 7 124 AVE NE & NE 160TH ST KC
See ATTACHED MAP.

(Attach map & legal description if necessary)

SEWER AGENCY INFORMATION

1. a. Sewer service will be provided by side sewer connection only to an existing _____ size sewer _____ feet from the site and the sewer system has the capacity to serve the proposed use.
- OR
- b. Sewer service will require an improvement to the sewer system of:
- (1) _____ feet of sewer trunk or lateral to reach the site; and/or
 - (2) the construction of a collection system on the site; and/or
 - (3) other (describe) AGREEMENT w/ NORTHSHORE

2. (Must be completed if 1.b above is checked)
UTILITY DISTRICT TO PROVIDE SERVICE. WOODINVILLE WATER DISTRICT DOES NOT HAVE SANITARY SERVICE AVAILABLE IN PROJECT VICINITY

- a. The sewer system improvement is in conformance with a County approved sewer comprehensive plan.
- OR
- b. The sewer system improvement will require a sewer comprehensive plan amendment.
3. a. The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city.
- OR
- b. Annexation or BRD approval will be necessary to provide service.

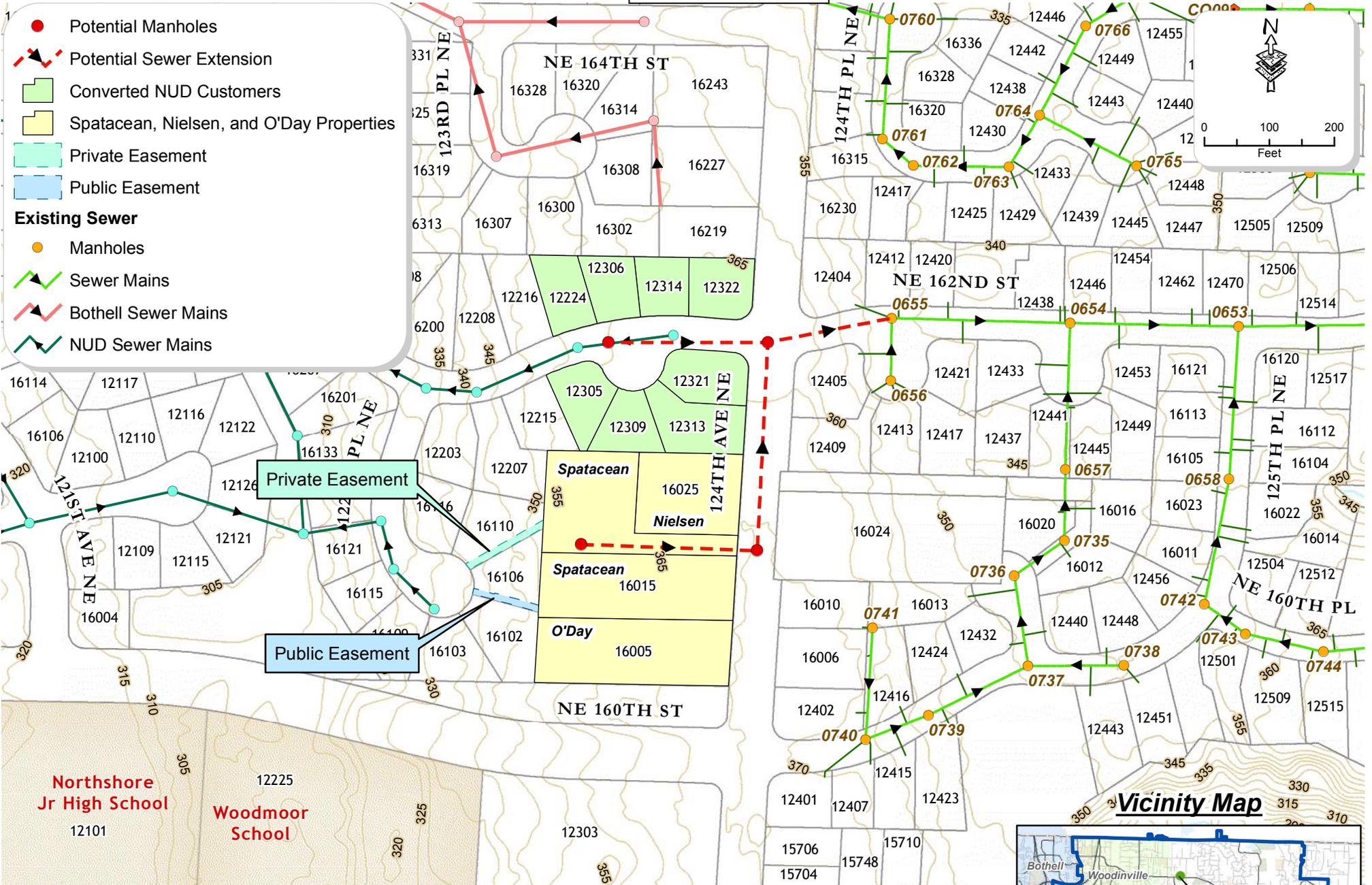
4. Service is subject to the following:
- a. Connection charge: _____
 - b. Easement(s): OFFSITE EASEMENT REQ'D TO TIE INTO EXISTING SYSTEM
 - c. Other: DEVELOPER EXTENSION AND PERMISSION OF NORTHSHORE UTILITY DISTRICT TO PROVIDE SEWER SERVICE.

I hereby certify that the above sewer agency information is true. This certification shall be valid for one year from date of signature.

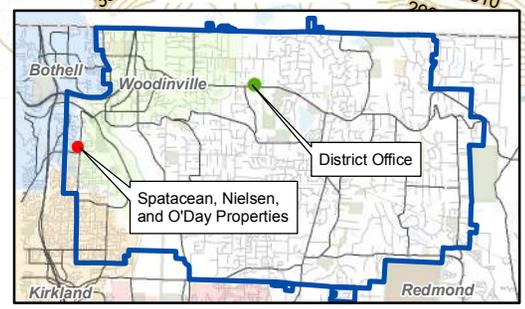
WOODINVILLE WATER DISTRICT
Agency Name

General Manager
Title

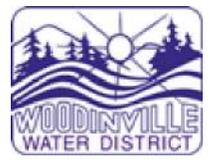
Robert Bandarra
Signatory Name
[Signature]
Signature
9-21-94
Date



Vicinity Map



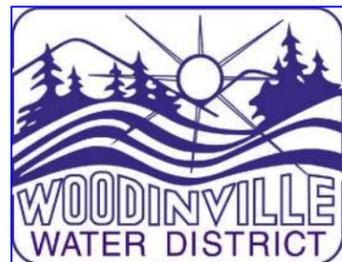
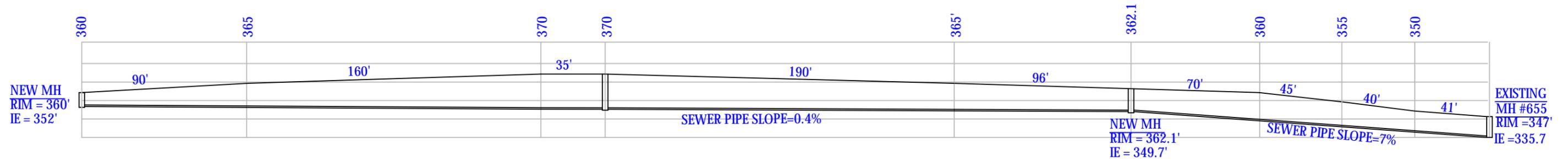
G:\Engineering\Public\WWD GIS Temp\ArcMapDoc\Department\Mapping\Engineering\Variance\2018\Spatacean Nielsen Oday\Spatacean Nielsen Oday Property.mxd



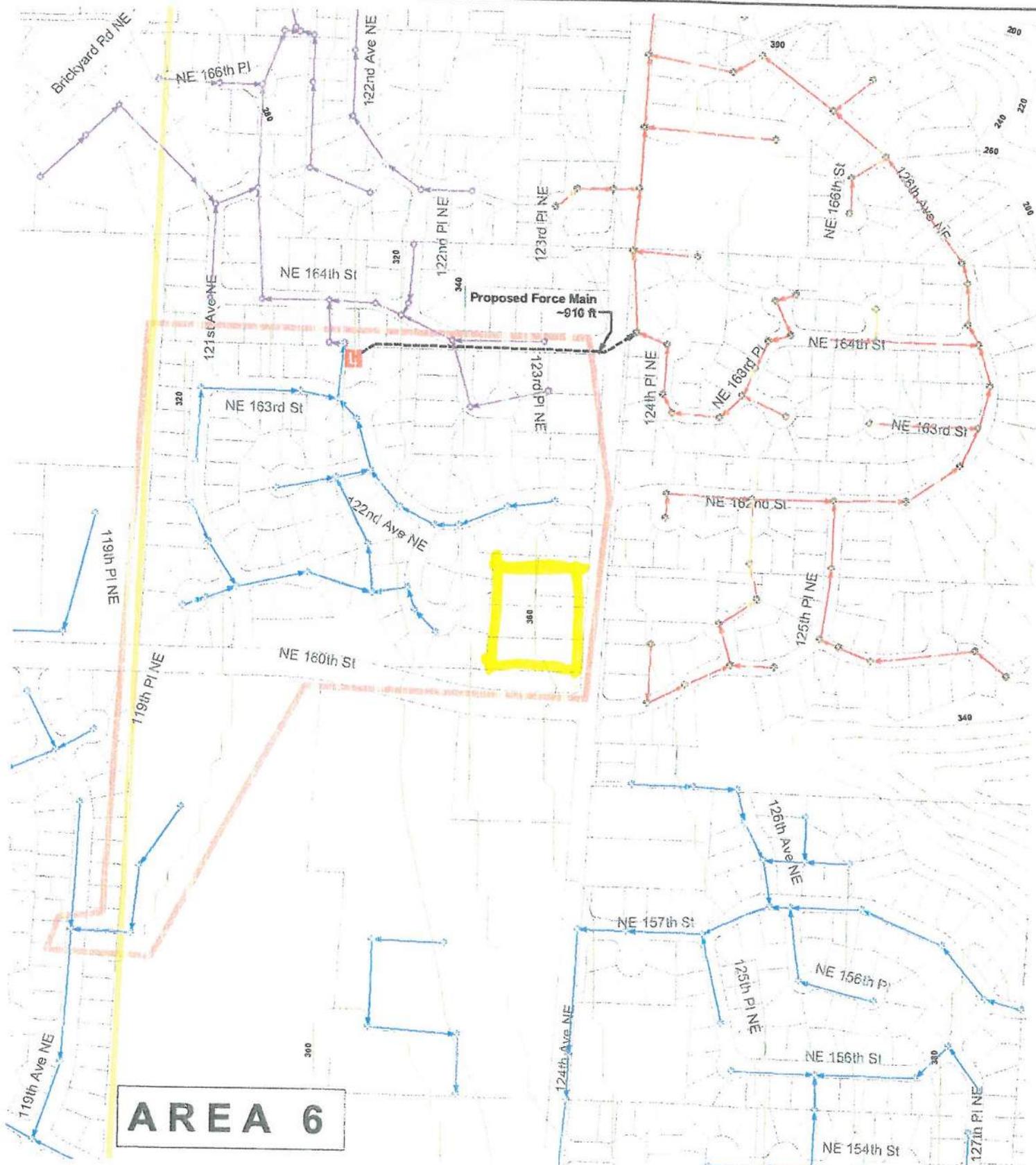
Spatacean, Nielsen, and O'Day Property Variance

Woodinville Water District

SEWER MAIN EXTENSION



* Deepest portion of sewer main is 19 feet deep
* You could probably pick up 8 existing residences currently served by NUD, plus the 4 lots identified by applicant.



AREA 6

0 200 400 Feet

NUD Sewer lines & Man Holes are APPROXIMATE. Northshore Utility District Wastewater Comprehensive Plan, February 2003

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: June 2008

P:\Mapping\Maps_Generated\Woodinville Water District\projects\Drifts July 2009\5-7 NUD Area 6.mxd

- Legend**
- Proposed Lift Station
 - WWD Boundary
 - WWD Interim Service
 - WWD Man Holes
 - Bothell Man Holes
 - NUD Man Holes
 - WWD Sewer Lines
 - Bothell Sewer Lines
 - NUD Sewer Lines
 - Proposed Force Main



BHC Consultants, LLC
 720 Third Avenue, Suite 1200
 Seattle, WA 98104-1670
 P 206 525 3100
 F 206 525 3406
 Formerly a Division of Bechtel & Harwitz

**WWD Served By
 Northshore Utility
 District**

Attachment 5

Acceptance Date	Project	Cost	Ft. of Pipe	Cost/ft	Weighted Cost/ft
07/15/14	Slocum Plat	\$256,512.56	1,054.00	\$243.37	\$13.35
01/06/15	Woodridge Plat	\$147,963.17	1,024.00	\$144.50	\$7.70
09/01/15	Baumgartner Short Plat	\$161,410.95	904.00	\$178.55	\$8.40
12/15/15	Woodin Creek Village Phase 1	\$158,759.58	1,100.00	\$144.33	\$8.26
12/15/15	Woodinville Village	\$295,502.53	2,432.00	\$121.51	\$15.37
11/15/16	Hampton Inn and Suites	\$52,295.37	61.00	\$857.30	\$2.72
03/21/17	Brickyard Ridge	\$42,815.00	1,108.00	\$38.64	\$2.23
04/18/17	Marinwood Plat	\$577,387.57	2,708.00	\$213.22	\$30.04
04/14/17	Parkwood Terrace	\$102,124.26	796.00	\$128.30	\$5.31
07/13/17	Vinterra Short Plat	\$753,349.16	6,194.00	\$121.63	\$39.19
10/23/17	Pioneer Heights	\$56,314.00	506.00	\$111.29	\$2.93
01/02/18	Callan Ridge PUD	\$161,372.75	793.00	\$203.50	\$8.40
02/06/18	Schuyler Rubber	\$363,377.15	541.00	\$671.68	\$18.91
	Totals =	\$3,129,184.05	19,221.00	\$244.45	\$143.90
	Average cost per foot for all projects	\$244.45			
	Average Weighted cost per foot	\$143.90			
	Current Equity Cost	\$21,584.26			

Private Sewer Easement

Return Address:
Northshore Utility District
P O BOX 82489
Kenmore, WA 98028



20031006000858 23.00

NORTHSHORE UTI EAS
PAGE 001 OF 005
10/06/2003 11:23
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title (or transactions contained therein) (all areas applicable to your document)
SEWER EASEMENT FOR SS19299 ACCOUNT NUMBER 415140
Reference Number(s) of Documents assigned or released:
Additional reference #'s on page of document
Grantor(s) (Last name first, then first name and initials)
1. GAY, CHRISTOPHER
2. GAY, TERRI
3.
4.
Additional names on page of document.
Grantees (Last name first, then first name and initials)
1. MILLER, STEVEN WRAY
2. MILLER, SHELLEY T.
3.
4.
<input type="checkbox"/> Additional names on page ___ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Lot 43 of TOTEM ESTATES KNOWN AS 16110 - 122TH PL NE BOTHELL, WA IN RECORDS OF KING COUNTY, WASHINGTON.
Tax Parcel Number: 866320-0430
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Private

EXCISE TAX NOT REQUIRED
King Co. Records Division

By J. Olliver Deputy

SEWER EASEMENT
SS 19299

THIS INSTRUMENT is made this 23 day of SEPT, 2002 by and between L. Christopher Gay and Terri Gay herein called "Grantor", and Steven Wray Miller and Shelley T. Miller, herein called "Grantee".

1. Grantor for and in consideration of value paid by Grantee, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby grants and conveys to Grantee, it successors and assigns, a non-exclusive permanent easement for sanitary sewers with necessary appurtenances over, through, across and upon the following described real property in King County, Washington, more particularly described as follows:

Lot 43 of Totem Estates, known as 16110—122nd PINE, Bothell WA 98011

2. This Easement consists of all that portion of the above-described Real Property as follows (see Exhibit "A").

3. Grantor also grants to Grantee and to those acting under Grantee the use of a fourteen (14) foot temporary construction easement, being seven (7) feet on each side of the centerline of the Easement described above, said temporary easement lying within the above-described Real Property. A permanent 6 foot easement shall remain in force as per item #1 above.

Said temporary construction easement shall remain in force during construction and until such time as the sanitary sewers and appurtenances have been inspected by Northshore Sewer District.

4. Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purpose of operating, constructing, repairing, altering, or reconstructing said sanitary sewers and appurtenances or making any connections therewith, without incurring any legal obligation or liability therefore; provided that if the area within the easement is disturbed by such operating, constructing, repairing, altering, or reconstructing of said sanitary sewers and appurtenances. Grantee shall restore the surface of the easement as nearly as possible to the condition in which it existed prior the Grantee's entry upon the easement.

5. Grantor shall retain the right to use the surface of said Easement, so long as such use does not interfere with the installation, operation and maintenance of the sanitary sewers. No permanent structures or non-removable vegetation shall be placed in the easement except those done by the Grantee at time of construction.

6. This Easement and the covenants herein shall be covenants running the with Real Property described herein and shall be binding upon the successors, heirs, and assigns of both parties hereto.

7. The Grantor warrants that the Grantor has good title to the Real Property and the Easement and warrants the Grantee title to and quiet enjoyment of the Easement conveyed herein.

Grantor(s):

By

By

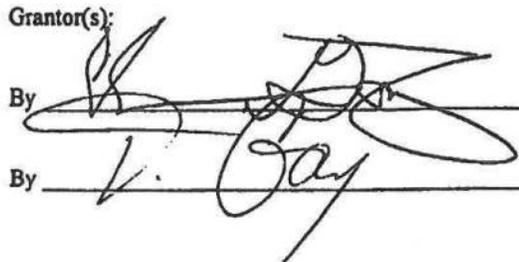
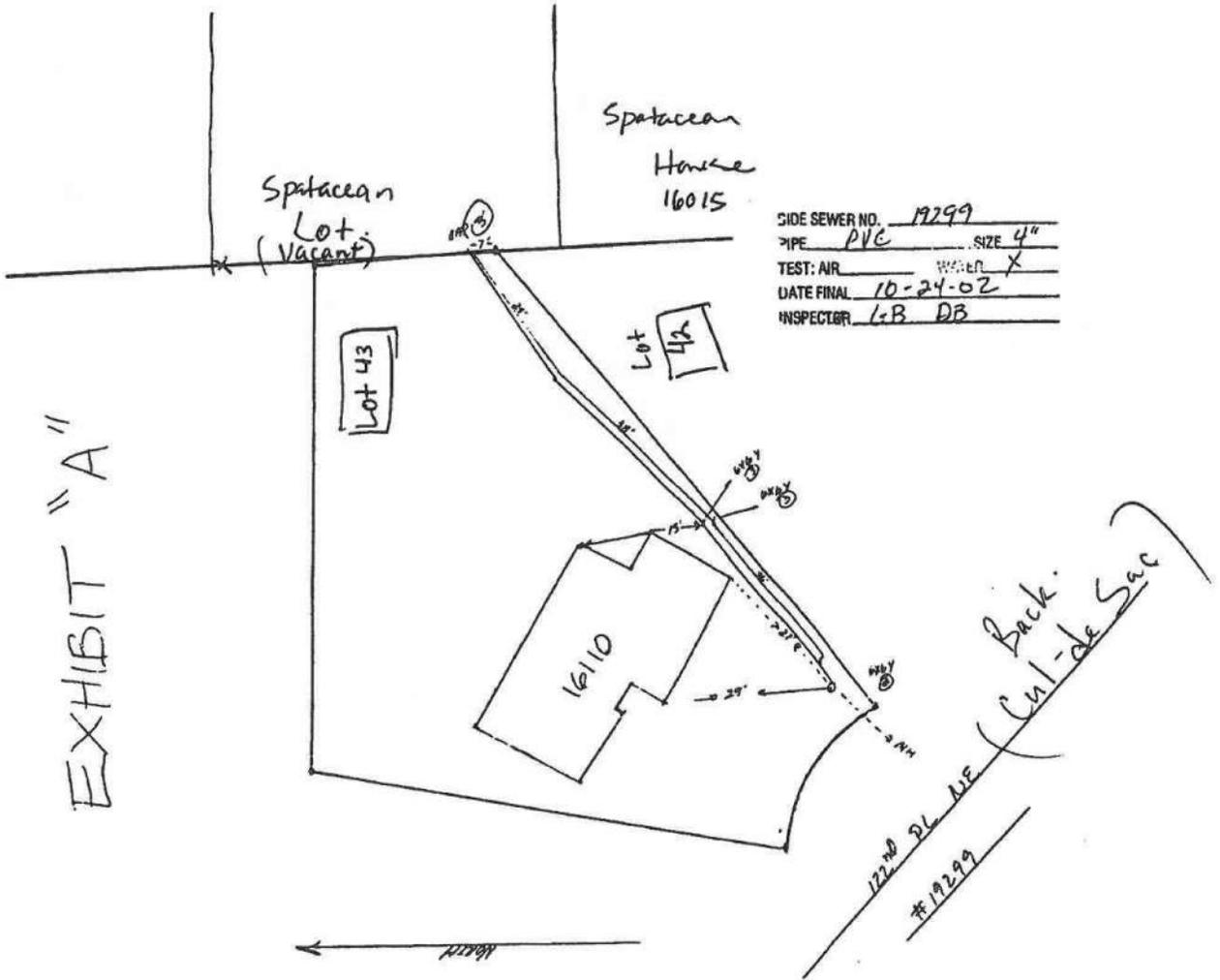
The image shows two handwritten signatures in black ink. The first signature is written over a horizontal line and is highly stylized and illegible. The second signature is written below the first, also over a horizontal line, and is more legible, appearing to read "V. Gay".

EXHIBIT "A"



Public Sewer Easement

Please return recorded document:

Carol Cameron
 Northshore Utility District
 6830 NE 185 St
 Kenmore, WA 98028



20080514000980

NORTH SHORE UT EAS 47.00
 PAGE 001 OF 006
 05/14/2008 10:53
 KING COUNTY, WA

Please print or type information – Recorder's Cover Sheet as per RCW 65.04

Document Title(s) (or transactions contained therein):	SEWER EASEMENT (OFFSITE) SPATACEAN (70711)
Grantor(s) (Last name first, then first name and initials): <input type="checkbox"/> Additional names on page ___ of document.	STRAUB, KENNETH H. ISELIN, ELIZABETH A.
Grantee(s) (Last name first, then first name and initials): <input type="checkbox"/> Additional names on page ___ of document.	NORTHSHORE UTILITY DISTRICT
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range): <input type="checkbox"/> Additional legal description is on page ___ of document.	LOT 42 – TOTEM ESTATES
Assessor's Property Tax Parcel or Account Number at the time of recording:	866320-0420
Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional references on page ___ of document.	

The Auditor or Recording Officer will rely on the information provided on this form. The staff will not read the document to verify the accuracy of or the completeness of the indexing information provided herein.

Sandy ^{SCD}

EXCISE TAX NOT REQUIRED
 King Co. Records Division
David Chen Deputy

E11 - C DW - file
 - Tom emailed to ? 6/19/08

SEWER EASEMENT

THIS INSTRUMENT is made this 13th day of MAY, 20 08
by and between KENNETH H. STRAUB and; ELIZABETH A. ISELIN
and; _____ and; _____

herein called the "Grantor", and NORTHSHORE UTILITY DISTRICT, a municipal corporation of King County, Washington, herein called "Grantee".

1. For and in consideration of value paid by Grantee, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual easement for sanitary sewers with necessary appurtenances over, across, along, in, upon, under and through, the following described real property in King County, Washington, more particularly described as follows (The "Real Property"):

Tax ID 8663200420
Lot 42, Totem Estates

2. This Easement consists of all that portion of the above-described Real Property described as follows (The "Easement"):

The southerly 7.5 feet of the westerly 30.0 feet and the southerly 10.0 feet of the easterly 75.0 feet as measured along the south line of said property

3. Grantor does further convey and grant to Grantee a temporary construction easement for all purposes during the construction of said sanitary sewers with necessary appurtenances over, across, along, in, upon, under and through the above described property, together with the right of ingress to and egress from said described property for the foregoing purposes. Said temporary construction

easement to commence on the date of this instrument and to terminate at such time the sanitary sewers and appurtenances have been accepted for maintenance and operation by Grantee. The legal description of the Temporary Construction Easement is as follows:

The southerly 7.5 feet of the westerly 30.0 feet and the southerly 10.0 feet of the easterly 75.0 feet as measured along the south line of said property

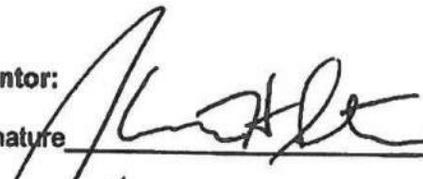
4. Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purpose of installing, constructing, operation, maintaining, repairing, altering, making connections or reconstructing said sanitary sewers and appurtenances, without incurring any legal obligation or liability therefor; provided that if the area within the easement is disturbed by such installation, constructing, operating, maintaining, repairing, altering, making connections or reconstruction of said sanitary sewers and appurtenances, Grantee shall restore the easement to a condition equal to or better than the condition prior to construction.
5. Grantor shall retain the right to use the surface of said easement, so long as such use does not interfere with the installation, construction, operation, maintenance, repair, alteration, connection to or reconstruction of the sanitary sewers system and appurtenances. Grantor, Grantor's heirs, successors and assigns shall not place or have placed upon the easement obstructions such as a building(s) /structure(s) of a permanent nature, building / structure overhangs, rockeries, retaining walls, trees or shrubs.

6. Grantee shall indemnify, defend and hold harmless Grantor, Grantor's heirs, successors and assigns from any and all claims for injuries and / or damages suffered by any person which may be caused by exercise of the rights herein granted, provided, that Grantee shall not be responsible for any injuries and / or damages to any person caused by Grantor.

7. This Easement and the covenants herein shall be equitable servitudes or covenants running with the Real Property described herein and shall be binding upon the successors, heirs, and assigns of both parties hereto.

8. The Grantor warrants that the Grantor has clear title to the Real Property and the Easement and warrants the Grantee title to and quiet enjoyment of the Easement conveyed herein.

9. If either party is required to bring legal action to enforce or enjoy the covenants and rights granted by the Easement, the prevailing party shall have the right to recover all attorney's fees, witness fees and expense associated with the legal pursuit of these rights, whether in mediation or arbitration, at trial and on appeal, and in any bankruptcy proceeding.

Grantor: 
 Signature _____
 Print Name KENNETH H - STRAUB

Grantor: 
 Signature _____
 Print Name Elizabeth Iselin

Grantor:
 Signature _____

Grantor:
 Signature _____

Print Name _____

Print Name _____

INDIVIDUAL

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that KENNETH STRAUB
and ELIZABETH A. ISELIN is/are the person/persons who
appeared before me, and said person/persons acknowledged that he/she/they signed
this instrument and acknowledged it to be his/her/their free and voluntary act for the
uses and purposes mentioned in the instrument.

Dated 5-13-08

[Signature]
(Signature) JACK R TODD
(Print Name)



Notary Public in and for the State of Washington
Commission Expires: 11-28-09

CORPORATE

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

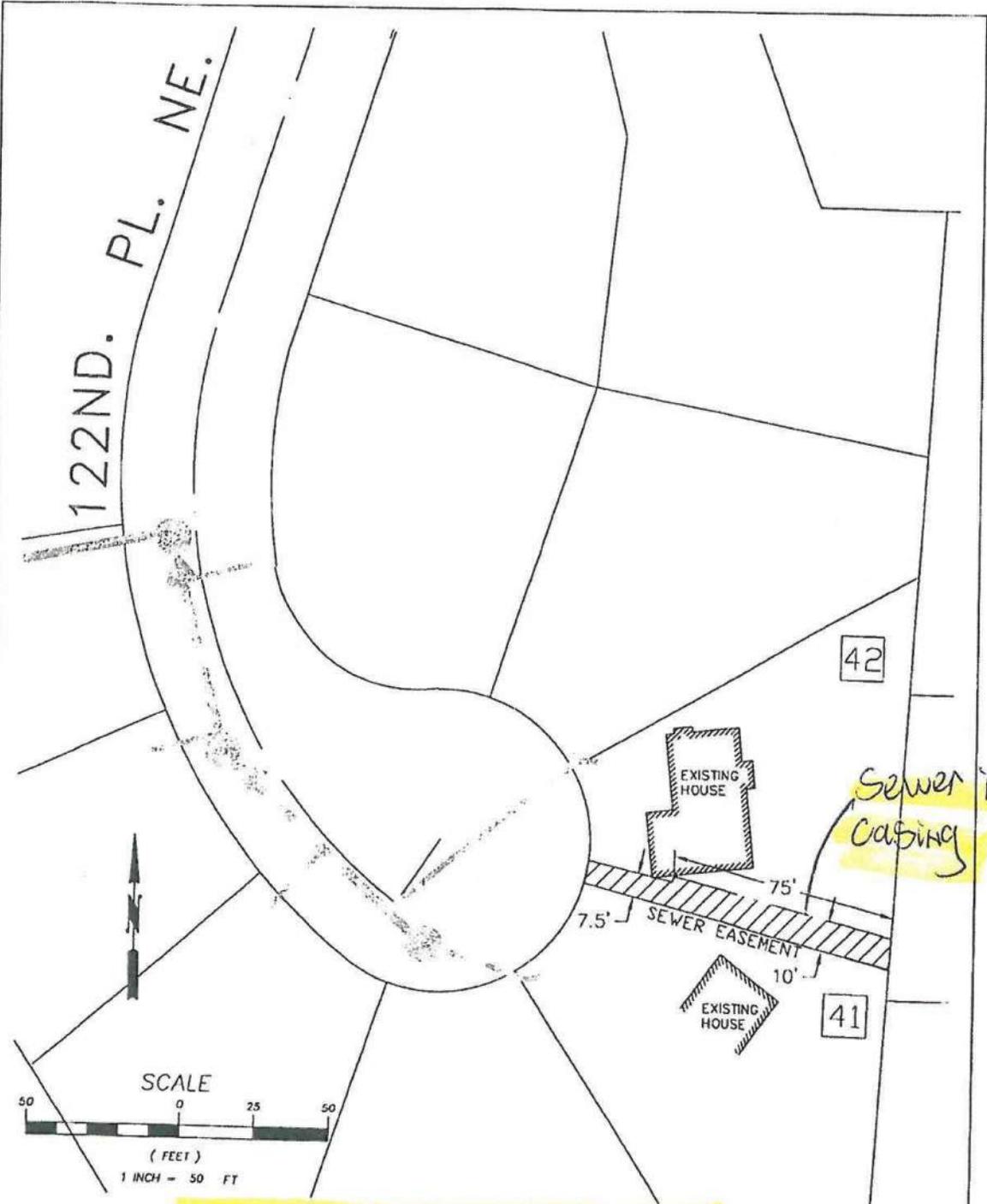
I certify that I know or have satisfactory evidence that _____ is
the person who appeared before me, and said person acknowledged that he/she signed
this instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged that as the _____ (title or position) of
_____ (name of LLC, Corporation, or Partnership)
to be the free and voluntary act of such LLC, Corporation or Partnership for the uses
and purposes mentioned in the instrument.

Dated _____

(Signature)

(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____



LOT 42, TOTEM ESTATES

Date Exhibit: 04/30/08

**NORTHSHORE UTILITY DISTRICT
EASEMENT EXHIBIT**

E:\AcadDwgs\DEV-EXT\2008dws\Spotacean\Spotacean offsite Lot 42 Totem Estates.dwg

tampering charge to avoid possible sanctions if there was a second offense. Mr. Mathewson acknowledged that he is not disputing the \$250 tampering charge which he has paid. The Board and Attorney Milne advised Mr. Mathewson that meter tampering is a serious matter.

The Board discussed with staff and General Counsel updating Resolution No. 3185, section 5.

It was moved by Commissioner Cebron and seconded by Commissioner Schriever to deny Mr. Mathewson's request to remove the tampering charge on his account, but to authorize and direct District staff to review the provisions of Resolution No. 3185 and report back to the Board with any possible revisions to that Resolution. Vote 5-0-0. Motion carried. So ordered.

12 (e) Sewer Service for Properties Adjacent to Northshore Utility District Service Area

Fivi Spatacean, Jonathan Spatacean and Steve Nielson were present to discuss with the Board the properties they own that fall within the Woodinville Water District corporate boundary located adjacent to Northshore Utility District (NUD) Service Area. Fivi Spatacean and Steve Nielson attended the February 6, 2018 Board meeting to discuss the ability of NUD to serve four properties with public sewer rather than WWD. The Board directed them to work with staff and then bring the issue back to the Board.

Staff met with Spatacean and Nielson on March 8, 2018, to discuss their options and the ability of WWD to provide public sewer service. The four lots that they are requesting service for are located in the northwest corner at the intersection of NE 160th St and 124th Ave NE. The total area of the four lots is 107,592 square feet with a zoning designation of R5400. This indicates residential development and that the size of the lots can be as small as 5,400 sq. ft. Using this information, up to 20 lots could be situated on these properties, although consideration would need to be made for access, other utilities, and the large power transmission lines located along the west margin of 124th Ave NE.

They submitted information that they have collected, including a letter dated September 21, 1993 from then WWD General Manager, Bob Bandarra, to Ron Gehrke, NUD General Manager. The letter indicated that, although the property lies within the boundaries of WWD, sewer service was not currently available at that time due to geographical considerations. The letter further stated that WWD did not object to NUD providing sewer service to the four subject lots on an interim basis, but WWD was not interested in modifying its sewer service boundary. It also stated that, if gravity sewer service by WWD becomes available at some future date, the District reserved the right to assume sewer service to the subject properties. There was also a Sewer Availability Certificate (SAC) included with the letter, stating that the SAC was only valid for one year. The letter from Bandarra to Gehrke was the first step in obtaining service from NUD. A formal Interagency Agreement was required as the next step in the process for NUD to provide sewer service to the property on an interim basis. But an official agreement was never executed and the letter and SAC by their terms expired after one year.

In 1993 when the letter was written, WWD did not have a GIS program, nor did the District have any of its as-built drawings available at the District office to research. The best available

information was the Map Book at the front counter. Although WWD's sewer system has not changed/expanded in this area since 1993, District staff reported that a gravity option was now available. A sewer main could be installed from manhole #655 that would run approximately 776 feet to serve these properties. The depth at MH 655 is 11 feet, and the new main would be as deep as 19 feet for a short section along 124th Ave NE to serve these properties.

Ms. Spatacean is listed as an owner on two of the properties, one she has owned since September of 2004, and the second was purchased in 2014. King County Assessor's information does not list when Mr. Nielson purchased his property, but the home was built in 1923 and remodeled in 1956. The fourth property is owned by Jeff O'Day with the home built in 1950. King County Assessor's information does not provide a date as to when Mr. O'Day purchased his property.

Easements were obtained by Ms. Spatacean that would allow her property to be connected to the NUD sewer, the first was recorded in 2003 and the second recorded in 2008. The first of the easements is a private easement, 6 feet in width and contains two 6-inch side sewers located on lot 43 of Totem Estates, 16110 122nd Pl NE; and the second easement was granted in favor of NUD, and is 7.5 to 10-foot wide on lot 42 of Totem Estates, 16106 122nd Pl NE, but does not have any sewer line installed in it at this time.

The 2006 WWD Sewer Comprehensive Plan looked at this area and indicated that these four lots and all of Totem Estates sewer could be intercepted and pumped through a lift station into WWD's system. This would require over 1,100 feet of force main along with the construction of a lift station and purchase of property to place it on. At this time, District staff felt that was not a feasible sewer service option.

The District's former General Manager, Ken Howe, had directed staff to look at other properties that are close to the proposed extension to see if any other property served by NUD could also be served by this extension. An additional 270-foot extension of the proposed sewer main west on NE 162nd St from 124th Ave NE would allow up to 8 additional homes in the Totem Estates development to be converted to WWD customers. This would bring the total potential customers to 28, although Staff felt that number was not likely due to the need to install access roads and the existing power line easement. Staff and Howe also discussed the option of allowing interim sewer service from NUD. If they decided to subdivide in the future, then they would need to come back to WWD and apply for a developer extension and connect to the District's sewer system.

It was moved by Commissioner Cebren and seconded by Commissioner Steeb to confirm that sewer service options were available from the District to serve the property, including the gravity sewer main option, but if the property owners proposed interim sewer service from NUD, any proposed interim sewer service option must meet and comply with WWD standards before WWD would consider interim sewer service by NUD. Vote 5-0-0. Motion carried. So ordered.

The Board took a 5-minute break at 6:30 p.m.

REPORTS

REGULAR MEETING
June 19, 2018

Item: 11 (a) Temporary Sewer Service for Fivi Spatacean Property

Discussion:

Options for sewer service to Fivi Spatacean and Steve Nielsen's properties were discussed at the June 5, 2018 Board meeting. After reviewing the four options provided, it was determined that the best choice would be for them to partner with the developer to the east and bring sewer to their properties.

Until that happens, Jonathan Spatacean requested that the Board allow them to utilize an existing side sewer that was reportedly installed in the past that would connect into the Northshore Utility District's sewer system. This temporary connection would only be for one home on Fivi Spatacean's parcel identified as tax lot 1626059108. This action would allow Jonathan to build one home while they were working on subdividing the property and bringing WWD sewer to serve this lot, from the east. Once this permanent sewer was installed, Jonathan's new home would be connected to the WWD system and the NUD connection would be abandoned.

Staff recommends that the Spatacean's be allowed to temporarily connect one home to an existing side sewer, served by NUD, until a permanent sewer main connected to the WWD system is established. If the temporary connection is allowed, staff will bring back a formal agreement with NUD allowing the connection until WWD can serve the property. The WWD sewer System Development Charge will be required prior to any connection made to the NUD sewer system.

Attachments:

- 1) Memo from Jonathan Spatacean on sewer service with attachments.

Recommendation:

- Motion to allow Northshore Utility District to temporarily provide sewer service for one home to tax lot 1626059108, until such time permanent service from Woodinville Water District can be provided.

Financial Impacts:

The homeowner will be required to pay WWD System Development Charges prior to connection to NUD system.

Attachment 1

ATTN: Ken McDowell

To: Woodinville Water District

We would like permission to temporarily hook up to the private 6-inch sewer line on the back of Lot # 1626059108. This line is currently serviced by NUD, and the stub is already on the property (see Northshore Letter and Northshore Utility District Payment).

Please address with the board during the upcoming meeting, and provide permission in writing so we can proceed with submitting our plans to the City of Bothell.

Thank you,

Jonathan Spatacean

Fivi Spatacean

Contact: Tom Alexieff, PE (Senior Engineer) 425-398-4420
 email: tallexieff@nud.net



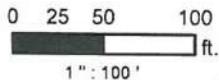
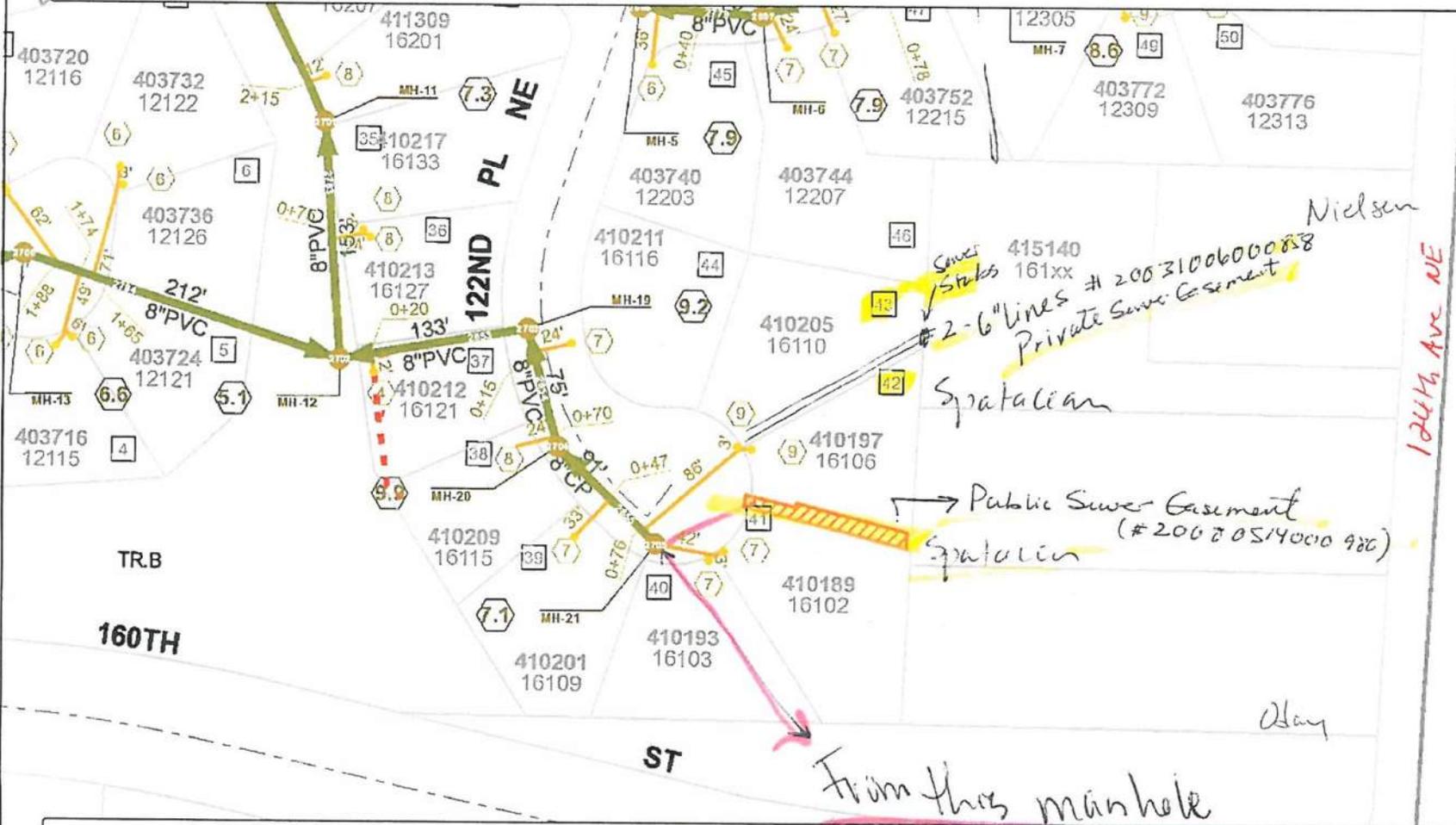
Northshore Utility District Facilities Map

ADDRESS
 6830 NE 185th St.
 Kenmore, WA 98028-2684
 P.O. Box 82489
 Kenmore WA, 98028-0489

TELEPHONE NUMBERS
 Engineering: (425) 398-4401
 Administration: (425) 398-4402
 Operations: (425) 398-4403
 Information: (425) 398-4400

FAX NUMBERS
 Engineering: (425) 398-4435
 Administration: (425) 398-4430
 Operations: (425) 398-4432
 Purchasing: (425) 398-4434

Website: <http://www.nud.net>



These maps and information are provided by Northshore Utility District to give general information about the District and its services. They are not to be used as a substitute for site surveys or advice from a licensed professional. These documents are provided "AS IS" and "WITH ALL FAULTS" and the District disclaims any and all warranties, expressed or implied, regarding the documents. The District reserves the right to change any and all parameters before or after design.



Northshore Utility District

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PO Box 62489
Kenmore WA 98028-0489

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FAX NUMBERS
Administration (425) 398-4430
Operations (425) 398-4432
Purchasing (425) 398-4434
Website www.nud.net

November 26, 2007

Log 169

Steve Miller
2331 166th Place SE
Bothell, WA 98012

**Re: Proposed Short Plat
Tax Lot 1626059108**

Dear Mr. Miller,

After further discussion regarding sewer service to the above referenced parcel, the District will allow connecting no more than three lots to one of the existing parallel side sewer stubs installed in 2002. A 6-foot side sewer easement currently exists across Lot 43 of Totem Estates and is for the two parallel side sewer stubs (recording #20031006000858). The other side sewer stub is not to be used and left for future connection by others. A manhole will be required at the end of the side sewer stub near your westerly property line.

In order to accommodate and provide sewer service to adjacent properties, a sewer easement will be required along the south side of the property including an easement to Tax Lot 1626059007. Once the plat becomes available and the lot configuration determined, the District will review the short plat documents in order to verify that adequate easements are provided to serve adjacent properties.

If you have any questions, please call me at 425-398-4420.

Sincerely,

Tom Alexieff, PE
Senior Engineer

Cc: Log Book 169

Accountable Management - Responsible Usage



Northshore Utility District

6830 NE 185th Street P.O. Box 82489 General: (425) 398-4400
 Kenmore, WA 98028-2701 Kenmore, WA 98028-0489 Billing: (425) 398-4402
 E-mail: billing@nud.net Fax: (425) 398-4430 24Emergency: (425) 576-8900

Account No: 415140 Cycle: 5 Book:
 Service Address: 161XX 124TH AVE NE



MILLER

2331 166TH PL SE
 BOTHELL, WA 98012-6088

Bill Date:	Oct. 08, 2002
5% Discount Date:	Nov. 08, 2002
Due Date:	Dec. 08, 2002
Pay this before discount date:	\$0.00
Pay this before due date:	\$0.00

Next Bill Date: Dec. 08, 2002
 Meter Reading:
 Usage in 100 Cubic Feet:
 Billing Period: Aug. 08, 2002 - Oct. 08, 2002

Date	Rate Code	Item Description	Charges	Credits	Balance
Aug. 08, 2002		Previous Balance			\$7,000.00
Sep. 30, 2002	830	Payment		(\$7,200.00)	
Sep. 30, 2002	4802	Side Sewer Permit	\$200.00		
		Balance Due			\$0.00

"A healthy, living soil is the foundation for a healthy lawn, garden & environment" - Compost Bin Internet Sale @ www.metrokc.gov/soild. For more info., call The Natural Lawn & Garden Hotline @ 206/633-0224.

***Note: 71.45% of the sewer service charges collected from you (or \$46.80 per single family bill) are paid to King County for sewage treatment services.

Please read reverse side for important terms and optional service request order

Please tear here and return bottom portion with your payment

Northshore Utility District

6830 NE 185th Street
 P.O. Box 82489
 Kenmore, WA 98028
 MILLER

2331 166TH PL SE
 BOTHELL, WA 98012-6088

A message from the District:

Account No: 415140
 Service Address: 161XX 124TH AVE NE
 Cycle: 5
 Book:



On or before discount date of Nov. 08, 2002 pay \$0.00

On or before due date of Dec. 08, 2002 pay \$0.00

Please circle amount paid and put account number on your payment check.

Make check payable to NUD. Amount unpaid after Due Date of

Dec. 08, 2002 will be assessed a ten percent late payment penalty and lose eligibility for early payment discount on the next billing.

I have used the service request order form on reverse.

Customer Comment:

- Sewer Construction Fund (09-104-3510), Vouchers #40903 through #40903 in the amount of \$0

06/25/2018 A/P and 06/14/2018 Payroll A/P

- 8 (c) Resolution No. 3899 approving the Navia Benefit Solutions Administrative Services Agreement and directing the General Manager to sign the agreement.

It was moved by Commissioner Knapinski and seconded by Commissioner Steeb to approve the Amended Consent Agenda. Vote 4-0-0. Motion carried. So ordered.

ITEMS REMOVED FROM THE CONSENT AGENDA

Mr. Broyles removed Item 8 (b) from the Consent Agenda to Old Business Item 11(b).

REPORTS

- 10 (a) General Manager's Report

Mr. Sorensen reported that the AWWA ACE 18 convention was well done and informative.

Mr. Sorensen then referred to the attachment to the GM Report listing potential retreat topics. Commissioner Steeb mentioned she felt it would be appropriate to cover some of the topics in extended sessions at some of the regular Board meetings possibly beginning in September, 2018.

Following additional discussion, Mr., Sorensen stated that the Management Team would work on creating a schedule for Commissioner Schriever, Mr. Sorensen and Mr. Broyles to discuss Financial Policies to give Commissioner Schriever an opportunity to familiarize himself with the topics in advance of the Board continuing the discussions at extended meeting sessions.

Commissioner Knapinski requested he be included in the Financial Policy discussions with Commissioner Schriever and staff. There was Board consensus to include Commissioner Knapinski in those discussions. Commissioner Knapinski inquired about compensation for these sessions. Mr. Milne confirmed that compensation would be appropriate as business relating to the District as authorized by the Board.

It was moved by Commissioner Maloney and seconded by Commissioner Schriever to approve per diem compensation for the sessions with staff to review financial policies. Vote 4-0-0. Motion carried. So ordered.

- 10(b) Finance Report

Mr. Broyles presented the Finance Report.

OLD BUSINESS

- 11 (a) Temporary Sewer Service for Fivi Spatacean Property

Options for sewer service to the Fivi Spatacean and Steve Nielsen properties were discussed at the June 5, 2018 Board meeting. After reviewing the four options provided, it was determined that the best choice would be for them to partner with the developer to the east and bring sewer to their properties.

Until that happens, Jonathan Spatacean requested that the Board allow them to utilize an existing side sewer that was reportedly installed in the past that would connect into the Northshore Utility District's sewer system. This temporary connection would only be for one home on Fivi Spatacean's parcel identified as tax lot 1626059108. This action would allow Spatacean to build one home while they were working on subdividing the property and bringing WWD sewer to serve this lot, from the east. Once this permanent sewer was installed, Spatacean's new home would be connected to the WWD system and the NUD connection would be abandoned.

Fivi Spatacean thanked the Board for the District's work on this issue.

Motion to allow Northshore Utility District to temporarily provide sewer service for one home to tax lot 1626059108, until such time permanent service from Woodinville Water District can be provided, subject to a written agreement with Northshore and a written agreement with the Spataceans to be recorded against their property. It was so moved by Commissioner Steeb and seconded by Commissioner Knapinski. Vote 4-0-0. Motion carried. So ordered

- 11 (b): Resolution 3898 establishing a policy prohibiting unauthorized connections to, use of, and tampering with District utility systems; and imposing sanctions for violations thereof

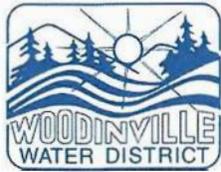
Mr. Brown talked about the potential large impact on water loss due to fire hydrants being tampered with and that this detail was inadvertently left out of draft Resolution No. 3898. Mr. Milne confirmed an update to the resolution highlighting hydrant tampering would be appropriate. Commissioner Steeb recalled a prior fire hydrant vandalism incident that caused property damage and water loss to the District.

It was moved by Commissioner Steeb and seconded by Commissioner Knapinski to adopt Resolution No. 3898 with an amendment to item 1 to read: "The unauthorized use of or tampering with District facilities, including the cutting of locks or otherwise restoring water or sewer service terminated by the District, the removal of meter radios, antenna or transmission wires, unauthorized hydrant access or usage, the unauthorized use of District services, and all other Unauthorized Actions are prohibited. Vote 4-0-0. Motion carried. So ordered.

NEW BUSINESS

- 12 (a) Change Order No. 1 for the Brookside Reservoir Improvements Project

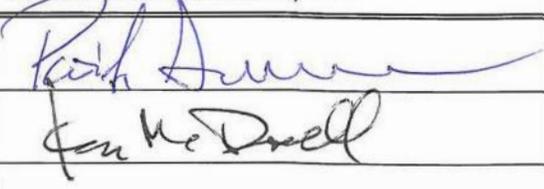
The contractor completed sandblasting the areas to be seam welded on the interior of the reservoir roof and began welding. Shortly thereafter, they determined that portions of the I-beam flanges that are used to support the roof sheeting had almost completely corroded away. To try and grind these sharp edges down and then weld them to the roof sheeting would not work. The roof sheeting



WOODINVILLE WATER DISTRICT

AGENDA BILL

Item 12 (f)

DATE SUBMITTED:	8/1/18	MEETING DATE:	8/7/18
SUBJECT:	Interim Sewer Agreement with NUD for Spatacean Property		
TO: BOARD OF COMMISSIONERS	FROM: Ken McDowell, P.E.		
GENERAL MANAGER APPROVAL			
DISTRICT ENGINEER APPROVAL			
FINANCE MANAGER APPROVAL			
OPERATIONS & MAINTENANCE MANAGER APPROVAL			
IT MANAGER APPROVAL			
ATTACHED DOCUMENTS	1. Interagency Agreement 2. 3.		
TYPE OF ACTION REQUESTED	RESOLUTION <input type="checkbox"/>	FORMAL ACTION/ MOTION <input checked="" type="checkbox"/>	INFORMATIONAL /OTHER <input type="checkbox"/>

BACKGROUND / EXPLANATION OF IMPACT

Fivi and Jonathan Spatacean have attended two previous Board meetings to discuss their desire to obtain temporary sewer service from Northshore Utility District for tax lot 1626059108. Their property does not currently front a sewer main and therefore would need to extend the existing WWD sewer main to and through their property for permanent sewer service. The Board indicated that they would be receptive to this temporary agreement for one residential dwelling to connect to NUD's sewer system.

The Spatacean's have been working with the developer adjacent to their property regarding a permanent sewer system that would allow them to extend WWD sewer to the Spatacean property. Once this infrastructure has been installed, the Spatacean's will be able to extend this sewer main into their property and eliminate the temporary agreement.

Staff have been working with NUD to compile the attached agreement that has been reviewed by the District Attorney and recommend approval. The System Development

Charge for sewer for Woodinville Water District will be required as a condition of approval. A separate agreement will be recorded between the Spatacean's and Woodinville Water District that outlines the requirements for the Interim Sewer Service Agreement.

FISCAL IMPACT

Any costs to extend the sewer main will be borne by the developer. The Woodinville Water District System Development Charge will be collected prior to connection to NUD.

RECOMMENDED BOARD ACTION

Approve the Interlocal Agreement for temporary sewer service.

PROPOSED MOTION

Motion to approve the Interlocal Agreement for Sewer Service with Northshore Utility District to allow one residential dwelling unit on parcel 1626059108 to temporarily connect to NUD's sanitary sewer system. The developer shall also pay the sewer System Development Charges for Woodinville Water District.

Interlocal Agreement for Interim Sewer Service

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 2018, by and between the Woodinville Water District, (“Woodinville”), and the Northshore Utility District, (“Northshore”), both municipal corporations of the State of Washington (individually a “Party” and collectively the “Parties”).

RECITALS

1. Both Parties are special purpose districts operating as public water and sewer utilities pursuant to Chapter 57 of the Revised Code of Washington.
2. Certain real property (“Property”), located within Woodinville’s sewer service boundaries adjacent to Northshore’s sewer service boundaries is being developed for residential use with one sewer connection allowed. The Property is commonly known as the Spatacean property and is shown in the attached Exhibit “A” and legally described as follows:

W 140.33 FT OF E 330 FT OF S 1/2 OF NE 1/4 OF NW 1/4 LESS N 300 FT LESS S 200 FT & N 30 FT OF S 230 FT OF E 330 FT OF SD S 1/2 OF NE 1/4 OF NW 1/4 LESS W 140.33 FT THOF SUBJ TO TRANS LN ESMT LESS CO RD

3. Northshore’s public sewer system is in proximity to the Property and Northshore can and is willing to provide sewer service to the Property; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

Woodinville and Northshore agree as follows:

4. Purpose. The purpose of this Agreement is to allow Northshore to provide sewer service to Property on an interim basis in accordance with the terms and conditions herein.
5. Permission to Serve. Woodinville I hereby grants permission to Northshore to provide sanitary sewer service to Property on an interim basis in accordance with the terms and conditions herein.

6. Manner of Service. Northshore shall serve, bill and treat the Property customer in the same manner as its other sewer service customers. The Property shall connect to the existing side sewer stub as directed by Northshore.
7. Recording. Pursuant to RCW 39.34.040, Northshore shall record this Agreement with the King County Recorder's Office.
8. No Third Party Beneficiaries. Except as may be expressly set forth in this Agreement, none of the provisions of this Agreement shall inure to the benefit of or be enforceable by any third party.
9. Notice. Unless provided otherwise in this Agreement, notices issued for all communications associated with this Agreement shall be delivered to each party as follows:

Northshore Utility District
Attn: General Manager
6830 NE 185th St.
Kenmore, WA 98028

Woodinville Water District
Attn: General Manager
17238 NE Woodinville Duvall Rd.
Woodinville, WA 98072

10. Duration. This Agreement becomes effective on the date on which the last authorized signatory affixes his/her signature to this agreement ("Effective Date").
11. Permanent Sewer Service. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, Woodinville shall provide written notice to Northshore and the then present owner of the Property of its intent to provide sewer service to the Property and the Effective Date of such sewer service to the Property. Upon the Effective Date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system shall be at Woodinville's expense; thereafter Woodinville will provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules, and procedures. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville.
12. Isolation of Systems. Upon termination of this Agreement, Northshore shall retain ownership of all fees and charges collected and the sanitary sewer system facilities constructed off-site to serve the Property. The Party that terminates this Agreement shall bear the costs for isolating Northshore's sewer system from the Property.

13. Administration. The Administrator of this Agreement shall be the General Manager for Woodinville.

14. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

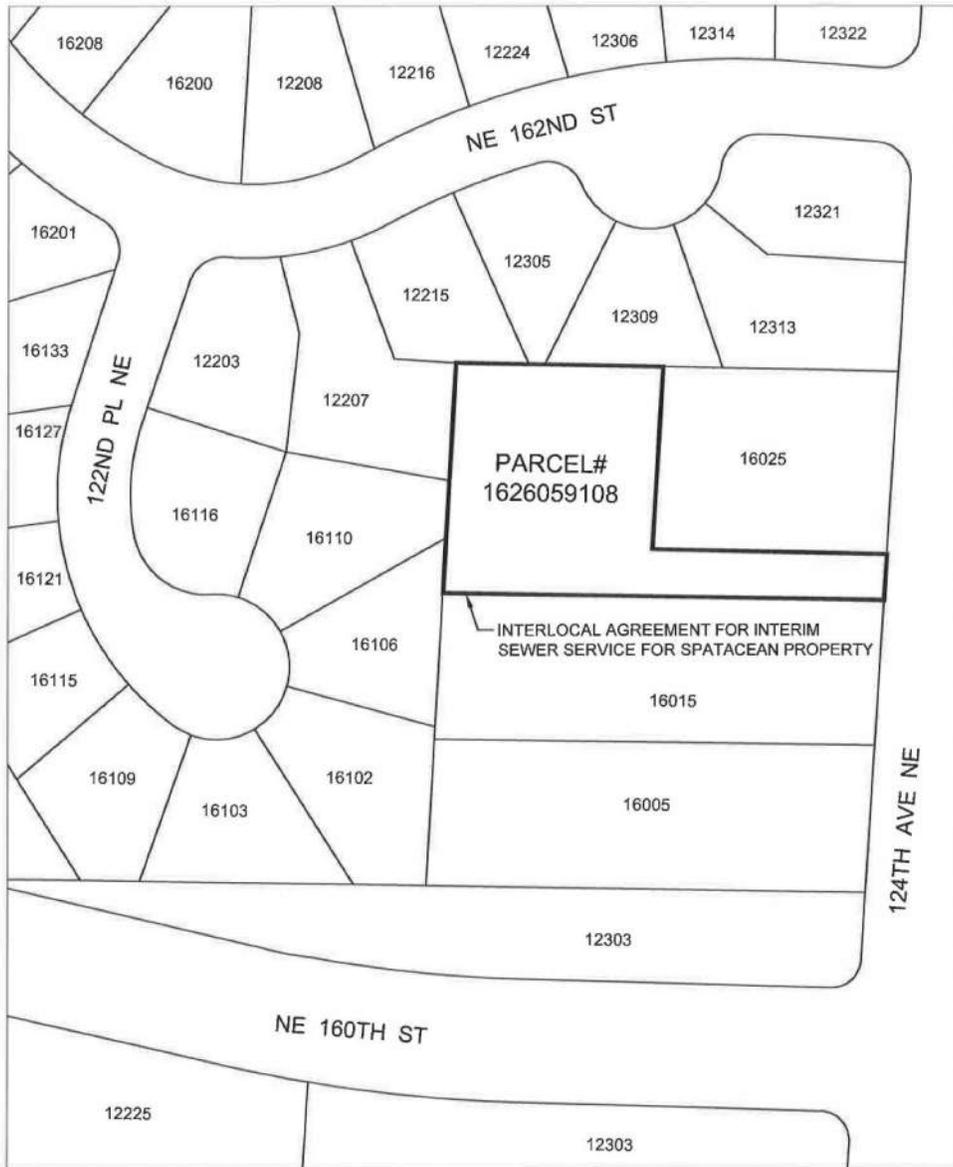
Woodinville Water District:

Northshore Utility District:

Patrick Sorensen, General Manager
Woodinville Water District

Alan G. Nelson, General Manager
Northshore Utility District

EXHIBIT "A"



12 (c) Woods Variance

Staff discussed the Woods letter requesting a variance for the water meter to be set at the west edge of the right of way on NE Old Woodinville Duvall Road, with the backside line for the property to be 363 feet long.

Staff reported that they reviewed the water system grid and it is sufficient in this immediate area, meaning system looping, water pressure and fire flow minimums are currently being met. Staff agrees that a long, dead end water main extension through this at this location is not in the best interest of the District or the property owner at the present time. The surrounding homes in the area have water service available. Discussion ensued.

It was moved by Commissioner Cebron and seconded by Commissioner Knapinski to grant a variance to District Code Subsection 4.04.010B(5) allowing the water meter to be installed in the right-of-way of Old Woodinville Duvall Road to serve as shown on Exhibit A, subject to the following conditions:

- **The property owner will pay the Equity Cost of \$5,604.48 upon connection to the Woodinville Water District water system for 23810 NE Old Woodinville Duvall Road.**
- **A new Water Availability Certificate will be issued within 60 days of the variance approval. The variance will be valid for the duration of the Water Availability Certificate or until the service is connected, whichever comes first; and**
- **A Hold Harmless and Indemnity Agreement (“Agreement”) must be signed and returned by the applicant prior to meter purchase and recorded with King County.**

Vote 5-0-0. Motion carried. So ordered.

The Board took a 5-minute break at 6:40 p.m.

12 (d) Interim Sewer Agreement with NUD for Spatacean Property

Staff reported Fivi and Jonathan Spatacean attended two previous Board meetings to discuss their desire to obtain temporary sewer service from Northshore Utility District. Their property does not currently front a sewer main and therefore would need to extend the existing WWD sewer main to and through their property for permanent sewer service.

The Spatacean’s have been working with the developer adjacent to their property regarding a permanent sewer system that would allow them to extend WWD sewer to the Spatacean property. Once this infrastructure has been installed, the Spatacean’s will be able to extend this sewer main into their property and eliminate the temporary agreement.

Staff have been working with NUD to compile the attached agreement that has been reviewed by the District Attorney and recommend approval. The System Development Charge for sewer for Woodinville Water District will be required as a condition of approval. A separate agreement will

be recorded between the Spataceans and Woodinville Water District that outlines the requirements for the Interim Sewer Service Agreement.

It was moved by Commissioner Cebron and seconded by Commissioner Knapinski to approve the Interlocal Agreement for Sewer Service with Northshore Utility District to allow one residential dwelling unit on parcel 1626059108 to temporarily connect to NUD's sanitary sewer system. The developer shall also pay the sewer system development charges for Woodinville Water District. Vote 5-0-0. Motion carried. So ordered.

12 (e) Building C Roof Replacement Project

Mr. Brown reported the roof on Building C is almost 30 years old and needs to be replaced. Last year the roof was temporarily repaired to fix existing leaks and give staff time to locate a mysterious water issue in the Operations lunch room.

It was moved by Commissioner Cebron and seconded by Commissioner Steeb to award the small works contract for the Building C roof replacement to the lowest responsive responsible bidder, Western Sierra, for an amount of \$63,994.72 (includes WSST) and to authorize the General Manager to sign the Small Works Contract with discretion for up to a 5% contingency for this project. Vote 5-0-0. Motion carried. So ordered.

12 (g) Automatic Door Improvements

Mr. Brown reported the District buildings currently meet ADA standards but do not have automatic doors which would make the District a barrier free facility. Staff provided a map to the Board of the locations the automatic doors will be installed. The Board suggested adding the automatic door to both entrances of building A.

It was moved by Commissioner Steeb and seconded by Commissioner Cebron to approve the purchase of automatic door improvements for Buildings A and B in an amount not to exceed \$60,000 and authorize the General Manager to sign the automatic door installation agreement. Vote 5-0-0. Motion carried. So ordered.

SIGNIFICANT CORRESPONDENCE

Commissioner Cebron submitted a letter dated August 21, 2018, resigned from his commissioner position effective at the conclusion of the Board meeting. He will soon be moving from the area. He thanked the Board and said he was proud to have participated on the Board for 15 years.

Commissioner Maloney acknowledged receipt of a letter from District staff expressing appreciation for the Board's support to construct to trail on the District's office/operations site.

COMMISSIONER'S FOLLOW-UP

14 (a) Status of Regional Committees

to accept this free offer and had our water and sewer geodatabases analyzed by ESRI using this tool in late July, making sure not to include any information that pertained directly to customers. We had a web meeting with ESRI on September 26th upon completion of their review, and they did detect areas of our water network that needed minor edits, but overall complimented us on the quality of our work. This second outside review confirmed once again that the time spent by our GIS Analyst confirming the accuracy and completeness of our water system data was time well spent, and we are ready to migrate to our AWS environment with confidence.

ENGINEERING & SAFETY

There was one CIP project accepted as complete, three Developer Extensions accepted as complete, two variance proposals, one Reimbursement Agreement, and one Interim Sewer Agreement approved by the Board in the Third Quarter of 2018.

The following are synopses of projects and activities in the Engineering Division categorized into 1) General, 2) Projects Awarded, 3) Projects Accepted, 4) Developer extension projects, and 5) Safety Program.

GENERAL

- **Interim Sewer Agreement with Northshore Utility District for Spatacean Property**
At the August 7th Board meeting an Interim Sewer Agreement with Northshore Utility District was discussed for the Spatacean property. The Agreement was brought back to the August 21st meeting and approved by the Board. The agreement will allow the property owner one connection for one single family home to the Northshore sewer system until such time as permanent sewer service can be brought to the property from the east to the Woodinville system.
- **Resolution No 3904 Adopting a Reimbursement Agreement and Establishing a Reimbursement Charge for Sewer System Improvements**
A reimbursement agreement was brought to the Board at the September 4th Board meeting and brought back to the September 18th meeting for approval. This Reimbursement Agreement was associated with the sewer Developer Extension by Daly/Marasco of 331 feet of sewer main in 178th Ave. NE. The Reimbursement Agreement identified properties that may benefit from the sewer extension and have been assessed their pro-rata share of the extension. The document is currently waiting to be recorded.
- **CIP Budget vs Construction**

The Engineering Department strives to create realistic budgets that can be managed and completed during the fiscal year. We have been successful over the past years at managing our capital budget, however at times, certain events can mess with this success.

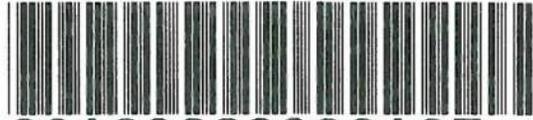
FIRST AMERICAN

(15) W900689
87

N25

Return Address:

DEE LOFSTROM
WOODINVILLE WATER
DISTRICT
17238 NE WOOD-DUVALL RD.
WOODINVILLE, WA 98072



20160223000165

FIRST AMERICAN AG 87.00
PAGE-001 OF 015
02/23/2016 09:50
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Agreement for Interim Sewer Service between Woodinville Water District and Property Owner.

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. Quadrant Corporation, Said documents were filed of record as an accommodation only. It has not been examined as to proper execution or as to its effect upon title.
2. _____
Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Woodinville Water District
2. _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1-35 of the City of Kirkland Plat known as Vintner's Place; Page-001 of 004; Vol. 270 Pg. 098; King County, WA Recording Number 20151103001304.
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

assigned 272605-9087.

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**AGREEMENT
FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT
AND PROPERTY OWNER**

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Quadrant Corporation, ("Owner") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as the Vintner's Place Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and Woodinville shall thereafter provide permanent sewer service to the Property, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and

incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service lines, manholes and appurtenances located on the Property as depicted on **Exhibit Z** attached hereto and incorporated herein in full by this reference ("Sanitary Sewer System") shall be transferred to Woodinville. A new sewer main is to be constructed as a capital improvement project ("CIP") by Woodinville that will connect the Sanitary Sewer System and the Property to Woodinville's sewer system presently providing sewer service to the Marinwood Plat, and the existing Northshore interim sewer service connection from the Property to the sewer system serving the Meritage Ridge Plat shall be abandoned by Woodinville. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the Sanitary Sewer System shall be maintained and operated by Woodinville as part of its public sewer system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and **Owner shall pay Woodinville for such sewer service,**

including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system in effect at the time of such connection; Owner acknowledges that Woodinville's sewer system development connection charge ("SDC") in effect as of the Effective Date of this Agreement is \$2,975 per residential unit or equivalent, and may be modified and amended by Woodinville from time to time; Owner shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager
Woodinville Water District
17238 NE Woodinville-Duvall Rd
Woodinville, WA 98072

To Owner at: Quadrant Homes
14725 SE 36th Street
BELLEVUE, WA 98006

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

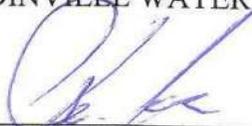
F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

QUADRANT CORPORATION

WOODINVILLE WATER DISTRICT

By: 
Its Bonnie Gust, Vice President

By: 
Ken Howe, General Manager

Dated: 2/5/16

Dated: 2-10-16

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Bonnie Bertis is the person who appeared before me, and said person acknowledge that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the VICE PRESIDENT of THE QUADRANT CORP. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 2/5/16

Signature Gail M. Acheson

(print name) GAIL M. ACHESON

Notary Public in and for the State of Washington,
my commission expires: 9/15/19

Residing at: KIRILL AVD

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 02/10/2016

Signature [Handwritten Signature]

(print name) JUSTIN T. JAMISON

Notary Public in and for the State of Washington,
my commission expires 07/09/2019

Residing at: Seattle, WA

**EXHIBIT X
REAL PROPERTY LEGAL DESCRIPTION**

**LOTS 1 THROUGH 35 OF THE CITY OF KIRKLAND PLAT KNOWN AS VINTNER'S
PLACE; PAGE-001 OF 004; VOL 270 PG 098; KING COUNTY, WA; RECORDING
NUMBER 20151103001304**

Exhibit Y

FIRST AMERICAN W80490
17/08

Return Address:

Woodinville Water District
17238 NE Wood-Duvall Rd.
Woodinville, WA 98072



20141023000728

FIRST AMERICAN AG 88.00
PAGE-001 OF 017
10/23/2014 14:26
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)
1. Agreement for Interim Sewer Service 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. Woodinville Water District
2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Northshore Utility District
2. _____

Additional names on page _____ of document.

Said documents were filed of record as an accommodation only. I have not been examined as to proper execution or as to the effect upon title.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

NW 27-26-5

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

assigned 2726059087, 2726059088, 2726059036, 2726059094, 2726059097 Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

AGREEMENT
FOR INTERIM SEWER SERVICE

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Vintner's West Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:

1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville proposed

sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and the owner of the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville; provided, Northshore shall cooperate fully with

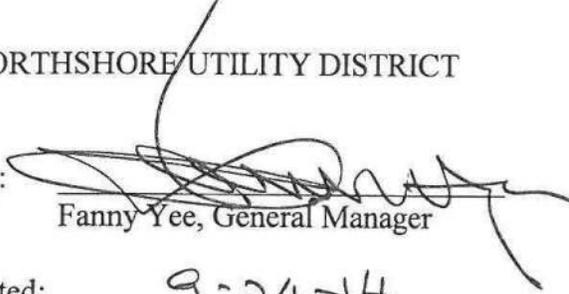
Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" attached hereto and incorporated herein by this reference with the owner of the Property
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

By:

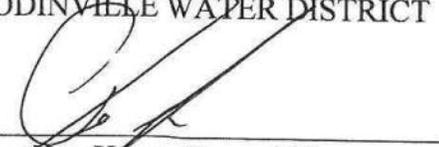

Fanny Yee, General Manager

Dated:

9-24-14

WOODINVILLE WATER DISTRICT

By:


Ken Howe, General Manager

Dated:

10/9/14

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 24, 2014

Signature Margaret D. Johanson

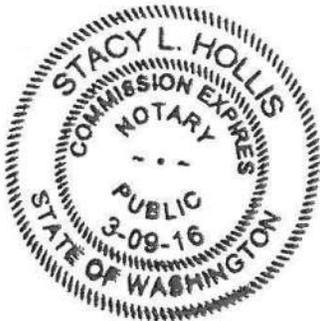
(Print name) Margaret D. Johanson

Notary Public in and for the State of Washington,
my commission expires: 12-07-17

Residing at: Kenmore

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: 10-9-14

Signature Stacy L. Hollis

(Print name) Stacy L. Hollis

Notary Public in and for the State of Washington,
my commission expires 3-9-16

Residing at: Lynnwood

Exhibit A

PARCEL NO. 2726059087

PARCEL C OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059088

PARCEL D OF KING COUNTY SHORT PLAT NUMBER 575053, RECORDED UNDER RECORDING NUMBER 7508110510, IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30.00 FEET THEREOF FOR ROAD PURPOSES.

PARCEL NO. 2726059036

LOT 2, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;
THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059096

LOT 4, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

THENCE NORTH 88°12'02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88°12'02" WEST FOR 370.0 FEET TO THE TERMINUS OF SAID LINE; ALSO

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF; AND

A PARCEL LYING NORTHEASTERLY OF A CURVE HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF;

EXCEPT ANY PORTIONS THEREOF LYING WITHIN THE MAIN TRACT.

PARCEL NO. 2726059094

LOT 1, KING COUNTY SHORT PLAT NUMBER 1177115, RECORDED UNDER RECORDING NUMBER 7805300830, IN KING COUNTY, WASHINGTON, BEING A PORTION OF:

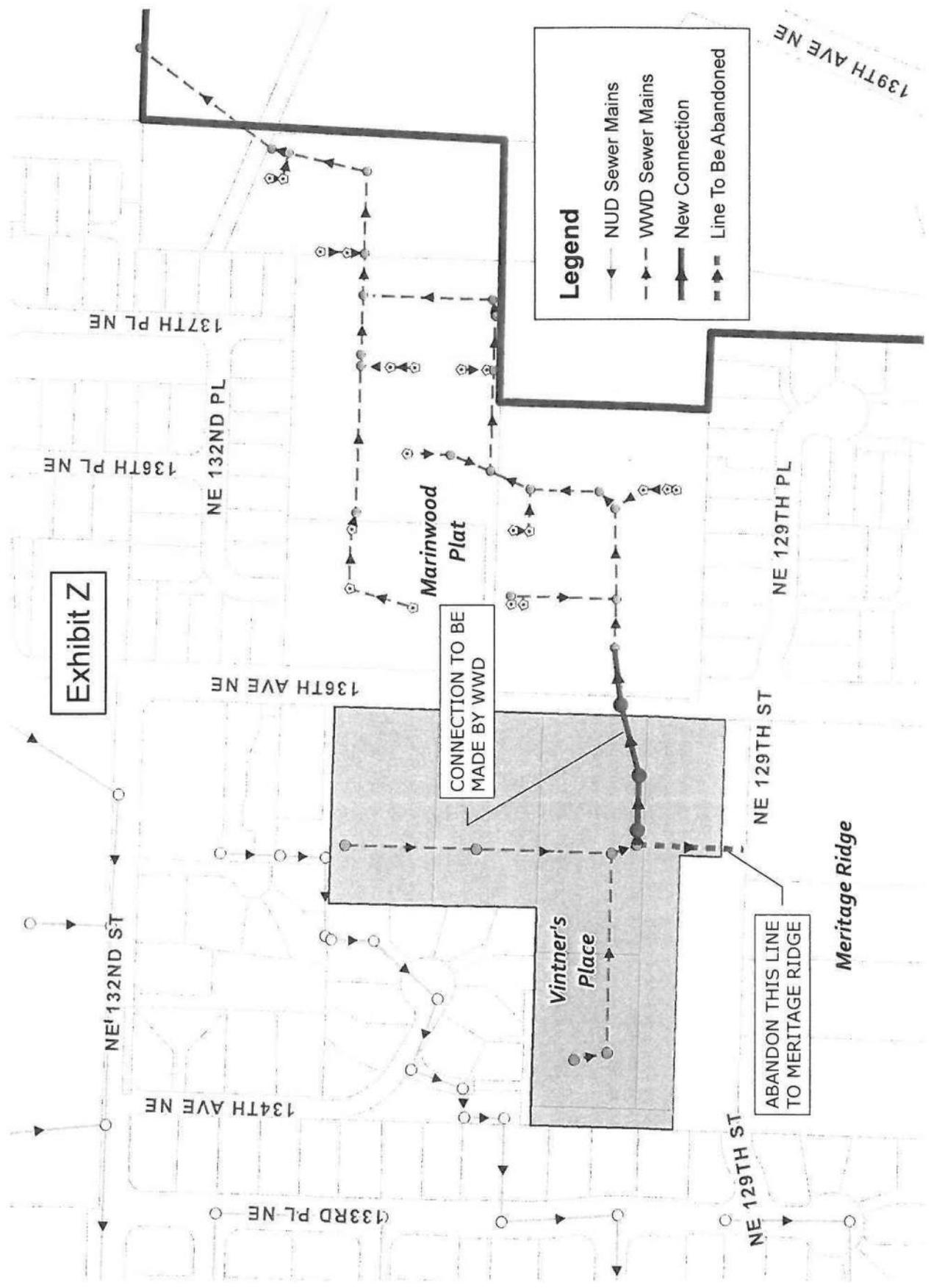
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SAID SHORT PLAT.

PARCEL NO. 2726059097

THE WEST 30 FEET OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

Exhibit Z



Legend

- ▲— NUD Sewer Mains
- WWD Sewer Mains
- ▲— New Connection
- Line To Be Abandoned

CONNECTION TO BE MADE BY WWD

ABANDON THIS LINE TO MERITAGE RIDGE

Marinwood Plat

Vintner's Place

Meritage Ridge

10 (c) Engineer's Report

Mr. McDowell gave a status report on the Woodinville-Duvall Rd. AC Water Main Replacement Project. Discussion ensued.

OLD BUSINESS: None.

NEW BUSINESS

12 (a) Kingsgate Meadow Apartments – Leak Adjustment Request

Mr. Broyles discussed the leak at the apartment complex with the Board and staff.

It was moved by Commissioner Steeb and seconded by Commissioner Smith to grant a Leak Adjustment of \$6,070.66 to the Kingsgate Meadows Apartments. Vote 5-0-0. Motion carried. So ordered.

12 (b) Update of Misc. Fee Schedule

The Board and staff discussed the Schedule of Miscellaneous Fees & Charges. Staff will review the drop-in fee deposit for the larger meter, make the suggested updates to the Fee Schedule and bring the updated Fee Schedule back for Board approval, as a consent agenda item, at the next meeting.

12 (c) Draft Fall Pipeline Newsletter

The Board and staff discussed having an article in the Pipeline to update the customers on the Mercer Island E-coli issue and letting customers know what the District does on an ongoing basis, what the District may do if a water quality issue arose, and the District's response strategy. A reference to the District website regarding the District's response strategy should be included. Staff will make the suggested edits and changes to the Pipeline.

12 (d) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Meritage Ridge Plat

Mr. McDowell spoke about the difficulty the District would have to get gravity sewer service to the area. Discussion ensued.

It was moved by Commissioner Steeb and seconded by Commissioner Hwang to approve the Interlocal Agreement for the Meritage Ridge Plat, and to authorize the General Manager to sign the agreement. Vote 5-0-0. Motion carried. So ordered.

12 (e) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Vintner's West Plat

Mr. McDowell explained the Vintner's West Plat has a similar issue with gravity sewer service to the area as the Meritage Ridge Plat.

It was moved by Commissioner Steeb and seconded by Commissioner Hwang to approve the Interlocal Agreement for the Vitner's West Plat, and to authorize the General Manager to sign the Agreement. Vote 5-0-0. Motion carried. So ordered.

12 (f) Resolution No. 3806 Adopting the District's portion of the King County Regional Hazard Mitigation Plan Update

Mr. McDowell gave an overview of the Hazard Mitigation Plan. There were some discrepancies found in Chapter 54. Discussion ensued.

It was moved by Commissioner Smith and seconded by Commissioner Hwang to approve Resolution 3806 Adopting the District's Local Hazard Mitigation Plan. Vote 5-0-0. Motion carried. So ordered.

Staff will check on updates to 54.2 Jurisdiction Profile and make revisions if needed.

SIGNIFICANT CORRESPONDENCE

The Commissioners received an email from tenant Heather Mertens regarding the District's landlord tenant utility service billing policy. Mr. Howe will respond to the customer.

COMMISSIONER'S FOLLOW-UP

14 (a) Status of Regional Committees

Commissioner Hwang reported on his attendance at the MWPAAC General Meeting on October 1, 2014.

Mr. Broyles updated the Board on the MWPAAC Rates & Finance Subcommittee Meeting he attended on October 2, 2014.

Commissioner Knapinski and Commissioner Smith both had positive comments about the WASWD Fall Conference in Spokane.

Commissioner Steeb will attend the SRRWA Meeting at Northshore Utility District on October 28, 2014.

Commissioner Smith will attend the Sno-King Water Coalition Meeting in Mukilteo on October 13, 2014. Mr. Howe will not be available to attend the meeting but he provided Sno-King the changes the District wants made to the Legislative agenda regarding building permits and water and sewer service availability. He was clear that the District would not support the legislative agenda if the changes were not made. Commissioner Smith will have an update for the Board at the next meeting. Discussion ensued.

REGULAR MEETING
October 7, 2014

Item 12(e) Interlocal Agreement with Northshore Utility District for Interim Sewer Service for the Vintner's West Plat

Discussion:

The Vintner's West Plat, (35 new homes), is located west of 136th Avenue NE, and north of NE 128th St within Woodinville Water District's sewer service area. However, due to topography, the District is unable to provide sewer service now or in the foreseeable future. Northshore Utility District, however, can provide gravity sewer service and is willing to do so.

The developer will construct a sewer extension with NUD and connect to an existing NUD sewer main to the south of the project. NUD will collect sewer connection charges from the property owners. Woodinville Water District will not collect these charges, unless WWD can extend service in the future and dissolve this agreement. Woodinville Water District will, however, provide water service to the proposed plat.

This agreement is similar in nature to other agreements we have with Northshore Utility District for interim sewer service with one exception. In this agreement, we have included a separate agreement for each property owner that must be completed and recorded prior to obtaining water service. The agreement between WWD and the property owner states that if WWD can provide sewer service in the future, the property owner at that time will be required to pay to WWD the current System Development Charge for connection to the sewer system.

Attachments:

- 1) Interagency agreement with NUD for the Vintner's West plat
- 2) Site Map

Recommendation:

Motion to approve the Interlocal Agreement, and to authorize the General Manager to sign the agreement.

Financial Impacts:

None.

Attachment 1

AGREEMENT
FOR INTERIM SEWER SERVICE

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and Northshore Utility District, a special purpose municipal corporation ("Northshore") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, certain real property located within Woodinville's sanitary sewer service area as legally described on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), is being developed for residential use; and is commonly known as the Meritage Ridge Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

- A. Woodinville agrees that Northshore may provide and Northshore agrees to provide interim sanitary sewer service to the Property under the following terms and conditions:
1. Northshore's public sanitary sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions; provided Northshore shall provide Woodinville proposed

sewer extension plans for Woodinville's review and comment prior to final approval of such plans by Northshore.

2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded.
4. Woodinville shall cooperate fully with Northshore in all efforts to collect sanitary sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore shall bear all fees, costs and expenses incurred to collect sanitary sewer service charges, including any such fees, costs and expenses incurred by Woodinville.
5. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide at least ninety (90) days prior written notice to Northshore and the then present owner of the Property of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service will be transferred to Woodinville and the disconnection of the sanitary sewer system from Northshore's sewer system and connection to Woodinville's sanitary sewer system shall be at Woodinville's expense; thereafter the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system and Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded. All fees and charges collected by Northshore for connection or service, prior to such transfer, shall be retained by Northshore. Upon such transfer, Woodinville shall pay Northshore any unpaid service charges due from the Property and the owner of the Property and Northshore shall assign all of its rights and interests to collect any unpaid sewer service fees and charges as of the date of transfer from and against the Property and the owner of the Property to Woodinville; provided, Northshore shall cooperate fully with

Woodinville in all efforts to collect any unpaid sanitary sewer service fees and charges, including joinder in lien foreclosure proceedings, if necessary; provided, further, Woodinville shall bear all fees, costs and expenses incurred to collect unpaid sewer service fees and charges, including any such fees, costs and expenses incurred by Northshore.

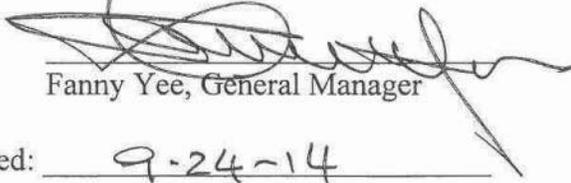
6. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the owner of the Property shall provide Northshore with a copy of an executed agreement substantially in the form as shown in Exhibit "B" attached hereto and incorporated herein by this reference with the owner of the Property
7. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

B. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office.

NORTHSHORE UTILITY DISTRICT

WOODINVILLE WATER DISTRICT

By:


Fanny Yee, General Manager

By:

Ken Howe, General Manager

Dated:

9-24-14

Dated:

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledge that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the General Manager of the Northshore Utility District to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.



Dated: September 24, 2014

Signature Margaret D. Johanson

(Print name) Margaret D. Johanson

Notary Public in and for the State of Washington,
my commission expires: 12-07-17

Residing at: Kenmore

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(Print name) _____

Notary Public in and for the State of Washington,
my commission expires _____

Residing at: _____

EXHIBIT A

REAL PROPERTY LEGAL DESCRIPTION

LOT 1, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

LOT 2, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 3, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT T FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT, .

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 4, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 790424106 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

PARCEL A, CITY OF KIRKLAND LOT LINE ALTERATION NO. _____
RECORDED UNDER RECORDING NUMBER _____,
RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET, AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE NORTH 88°12' 02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°12' 02" WEST 370.0 FEET TO THE TERMINUS OF SAID LINE, ALSO;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF, AND A PARCEL LYING NORTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP, AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF.

EXHIBIT B

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE
WATER DISTRICT AND PRIVATE PROPERTY OWNERS**

EXHIBIT B

AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE WATER DISTRICT AND PROPERTY OWNER

This agreement ("Agreement") is made and entered into by and between Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and _____, a _____ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

RECITALS

Whereas, Woodinville is authorized to provide sanitary sewer service to property located within its sewer service area, and Northshore Utility District, a special purpose municipal corporation ("Northshore") is authorized to provide sanitary sewer service to property located within its sewer service area; and

Whereas, Owner owns certain real property located within Woodinville's sanitary sewer service area as legally described on **Exhibit X** attached hereto and incorporated herein by this reference ("Property") which is being developed for residential use; and is commonly known as the Meritage Ridge Plat; and

Whereas, development of the Property will require extensions of the public water and sanitary sewer systems to make those utility services available to the Property; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, it is not presently financially feasible to extend Woodinville's public sanitary sewer system to serve the Property; and

Whereas, Northshore's public sanitary sewer system is in proximity to the Property and Northshore can provide interim sanitary sewer service to the Property and is willing to provide sewer service on an interim basis; and Woodinville will agree to allow Northshore to provide sewer service to the Property on an interim basis in accordance with the terms and conditions set forth in this Agreement, including the requirement if Woodinville in its sole discretion, determines Woodinville may provide permanent sewer service to the Property, upon notice to Northshore and the Owner, Northshore shall cease providing interim sewer service to the Property and the Owner will connect the Property to Woodinville's sewer system at Owner's expense and receive permanent sewer service to the Property from Woodinville, now, therefore,

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

A. Interim Sewer Service. Woodinville agrees that, pursuant to the Agreement for Interim Sewer Service between Woodville and Northshore attached hereto as **Exhibit Y** and incorporated herein in full by this reference, the Owner may receive interim sewer service to the Property from Northshore under the following terms and conditions:

1. The Owner shall extend Northshore's public sanitary sewer system to the Property pursuant to Northshore's developer extension process incorporating Northshore's standards and specifications for sewer extensions.
2. As a condition of service and prior to connection to Northshore's public sanitary sewer system, the Owner shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its sewer system and shall also pay to the King County Department of Natural Resources and Parks - Wastewater Treatment Division (formerly METRO) all connection charges and sewer services fees and charges imposed by that agency.
3. Northshore shall provide sanitary sewer service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Northshore for such sewer service.
4. Whenever Woodinville, in its sole discretion, determines Woodinville may provide permanent sanitary sewer service to the Property, Woodinville shall provide Northshore and the Owner at least ninety (90) days prior written notice of its intent to provide sanitary sewer service to the Property and the effective date of such sewer service to the Property, and upon the effective date of such notice, title to and ownership of the sanitary sewer service shall be transferred to Woodinville and the Owner shall, at Owner's sole cost and expense, disconnect the sanitary sewer system to the Property from Northshore's sewer system and connect the Property to Woodinville's sanitary sewer system. Thereafter, Woodinville shall provide sanitary sewer service to the Property and the sanitary sewer system shall be maintained and operated by Woodinville as part of its public system. Woodinville shall provide sanitary sewer service to the Property in accordance with Woodinville's resolutions, rules and regulations, and as such resolution, rules and regulations may be amended and superseded, and Owner shall pay Woodinville for such sewer service, including all connection fees and charges Woodinville imposes as conditions of connection to its sewer system; Owner shall also pay to the King County Department of Natural Resources and Parks -

Wastewater Treatment Division (formerly METRO) all sewer services fees and charges imposed by that agency.

5. As a precondition to Woodinville providing water service to the Property, the Owner shall execute and provide this Agreement to Woodinville.

B. Recording. Following its execution by the Parties, this Agreement shall be recorded in the King County Recorder's Office, and the terms and conditions of this Agreement while in force and effect constitute a covenant running with the Property. This agreement shall be binding on the Parties and their assigns and successors in interest.

C. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or as a waiver of any subsequent breach of this Agreement by either party.

D. Notice. Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid to the appropriate Party as follows:

To District at: District General Manager
 Woodinville Water District
 17238 NE Woodinville-Duvall Rd
 Woodinville, WA 98072

To Owner at: _____

The Parties may change their address for the purposes of this notice provision by written notice to the other Party delivered pursuant to the requirements of this provision.

E. Attorneys' Fees. In the event of a dispute between the Parties concerning this Agreement, in the event of litigation, the prevailing Party shall be entitled to recover attorneys' fees and costs, including any such fees and costs incurred on appeal.

F. Law/Venue. Any litigation regarding this Agreement shall be filed in King County Superior Court, King County, Washington. Washington law shall apply to the interpretation and enforcement of this Agreement.

G. Effective Date. This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

GEONERCO PROPERTIES WA, LLC

WOODINVILLE WATER DISTRICT

By: _____
Its _____

By: _____
Ken Howe, General Manager

Dated: _____

Dated: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

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

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of Washington,
my commission expires: _____

Residing at: _____

STATE OF WASHINGTON)
COUNTY OF KING)ss

I certify that I know or have satisfactory evidence that Ken Howe is the person who appeared before me, and said person acknowledge 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 to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated: _____

Signature _____

(print name) _____

Notary Public in and for the State of Washington,
my commission expires _____

Residing at: _____

**EXHIBIT X
REAL PROPERTY LEGAL DESCRIPTION**

LOT 1, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

LOT 2, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

LOT 3, KING COUNTY SHORT PLAT NUMBER 678109, RECORDED UNDER RECORDING NUMBER 7904241065 BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

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TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED AND DELINEATED IN SAID SHORT PLAT;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT OF LAND.

PARCEL A, CITY OF KIRKLAND LOT LINE ALTERATION NO.
RECORDED UNDER RECORDING NUMBER _____
RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING 15 FEET, AS MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

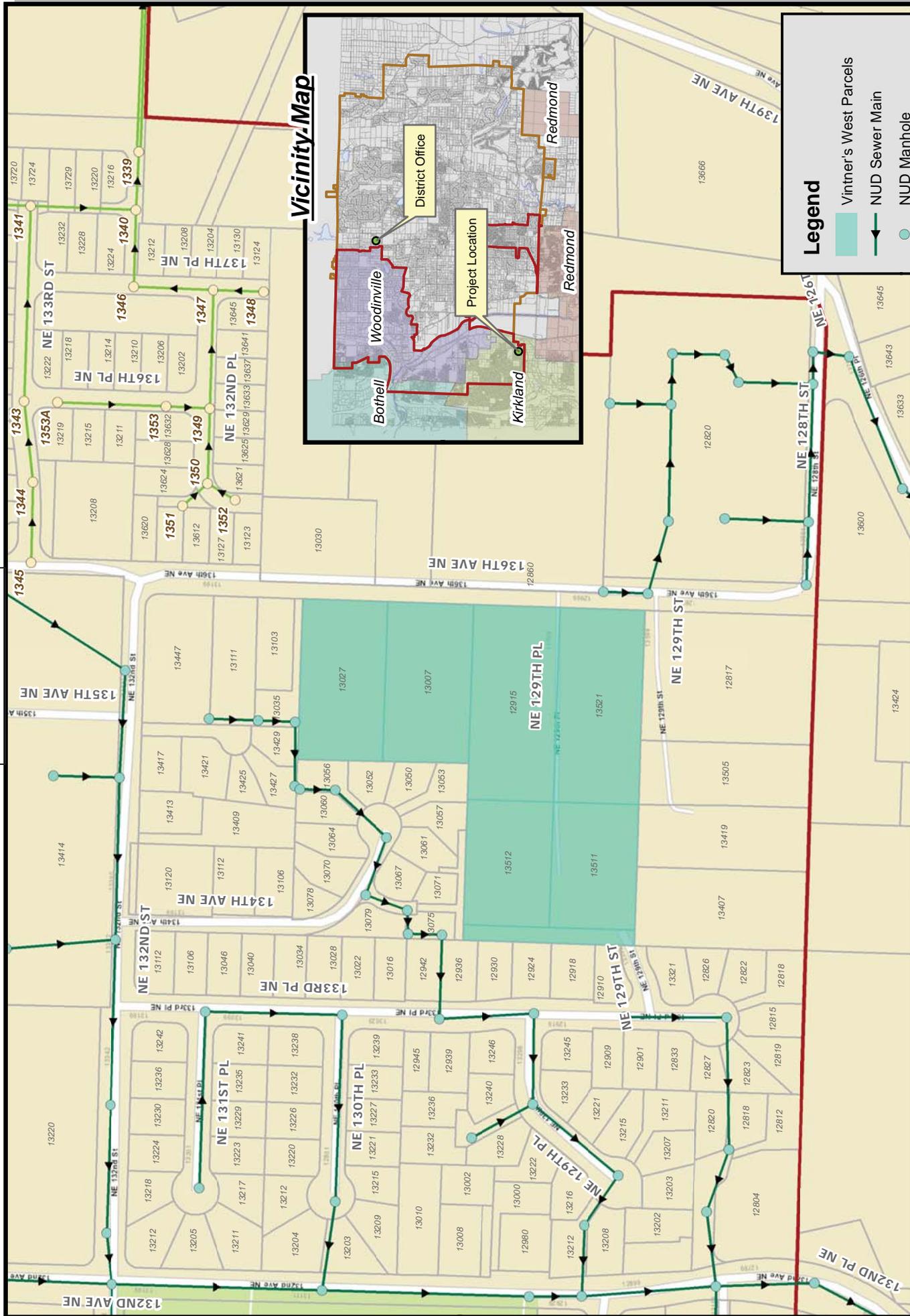
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, THENCE NORTH 88°12' 02" WEST ALONG THE SOUTH LINE THEREOF FOR 30.0 FEET TO THE TRUE POINT OF

BEGINNING; THENCE CONTINUING NORTH 88°12' 02" WEST 370.0 FEET TO THE TERMINUS OF SAID LINE, ALSO;

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A PARCEL LYING SOUTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE NORTH LINE OF SAID 30.00 FOOT STRIP AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF, AND A PARCEL LYING NORTHEASTERLY OF A CURVE, HAVING A RADIUS OF 25.00 FEET, BEING TANGENT WITH THE SOUTH LINE OF SAID 30.00 FOOT STRIP, AND TANGENT WITH THE WEST LINE OF THE EAST 30.00 FEET OF SAID EAST HALF.

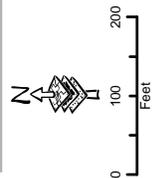
EXHIBIT Y

**AGREEMENT FOR INTERIM SEWER SERVICE BETWEEN WOODINVILLE
WATER DISTRICT AND NORTHSORE UTILITY DISTRICT**



Legend

- Vintner's West Parcels
- NUD Sewer Main
- WWD Sewer Main
- NUD Sewer Manhole
- WWD Sewer Manhole
- WWD Sewer Service Area



**Vintner's West
Site Map**

L1

TEMPORARY SEWER SERVICE AGREEMENT FOR
INTERIM LIFT STATION
AND
COVENANT RUNNING WITH LAND

THIS AGREEMENT is made and entered into this 15th day
of May, 1991, by and between _____
NORTHSHORE SCHOOL DISTRICT NO. 417, Bothell, King County,

_____,
their heirs, successors and/or assigns, hereinafter referred to
as "owners", and Northeast Lake Washington Sewer & Water District
of King County, Washington, a municipal corporation, hereafter
called "district".

WHEREAS, owners own property located within the boundaries
of the district but gravity sanitary sewage disposal service
by the district is not presently available to it; and

WHEREAS, owners desire to construct temporary sewer
facilities and to install a sewage lift station to serve the
described property pending construction of permanent sewer
facilities; and

WHEREAS, sewer service to owners' property can only be
provided by a sewage lift station to be constructed on said
property;

NOW, THEREFORE, in consideration of the mutual promises
contained in this Agreement, it is agreed by the parties hereto
as follows:

1. Owners are owners of real property situated in King
County, Washington, which said real property is hereby encumbered
with the covenants and benefited by the benefits described
herein, which covenants shall be deemed covenants running with
the land hereafter described, and binding upon said real
property, its owners and their heirs, successors, devisees,
and assigns. Said real property that is the subject matter of

9601800116

COPY

See Exhibit "A" attached hereto
and incorporated herein by this
reference

9110081096
9601800116

2. Owners desire to obtain temporary sanitary sewer service from district to said property until improvements are installed that will provide gravity sanitary sewer service, said real property being presently located within the boundaries of district. District is agreeable to contracting with said owners and with said real property for the providing of temporary sewer service, on the terms and conditions set forth herein, by permitting owners to install a sewage lift station and to construct a sewer line from owners' real property described hereinabove, and to discharge sanitary sewage from said property into the district's existing lines at:

124th Avenue Northeast

Said sewer service shall be authorized by district at said connection point temporarily until improvements are installed at a location that will benefit and provide gravity sewer service to subject property.

to the following:

A. Owners will apply for standard sewer service permit from district and pay all fees and connection charges therewith.

B. Owners will cause to be constructed by a licensed contractor, in accordance with plans prepared by or approved by engineers for the district, the sanitary sewer line, sewage lift station and all appurtenances thereto from owners' property to the connection point above specified, and shall pay any and all permit costs for work on any public roads, provide any easements required on easement forms approved by district and shall notify district when said construction of sanitary sewer facilities is taking place so that proper inspections can be made thereof by district personnel or engineers. Owners shall pay all costs of construction thereof, permit fees, engineering costs, restoration costs, inspection fees incurred by district, and all other costs and expenses incurred directly or indirectly in making said connection or that district may incur in planning, inspecting, supervising and administering this contract.

C. Owners understand and agree that maintenance and operation of the sewage lift station on owners' property shall be the sole and exclusive responsibility of owners. In the event owners do not maintain or repair the sewage lift station on owners' property, district shall have the right to enter upon said property, without notice, and to perform maintenance and repair on said lift station. District charges for said maintenance and repair shall be paid by owners and district retains the right to lien said property if said charges are not paid and to collect the same by foreclosure, including reasonable attorney's fees.

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district from and against all losses and claims, demands, payments, suits, fines, actions, recoveries and judgments of every nature and discription brought and recovered against the district by reason of any act or omission of owners, agents or employees arising directly or indirectly from the installation, operation and use of said sewage lift station. Owners will, after reasonable notice of any such suit or action, defend and pay the expenses of defending any suit which may be commenced against the district arising therefrom.

E. District agrees to obtain permits for use of public roadways, if any, through district's franchise with King County or other applicable municipal agencies, any costs thereof to be paid by owners.

F. Owners will pay district a general facilities connection charge in the sum of \$ 38,100.64, in cash, prior to making said physical connection to the district sanitary sewer system.

G. Owners agree to abide by all rules, regulations, resolutions and policies of district as now in effect or as may be hereafter enacted, and acknowledges that district has the right to foreclose its sanitary sewer service lien for monthly sewer service charges and to take all action and to have all rights of enforcement of monthly sanitary sewer service charges as are granted to district by statute or adopted by district resolution, and, further, district shall have all rights, remedies, and privileges granted to district by statute or by district resolution with respect to owners and owners' real property. Said rights include the right to lien said property for unpaid sanitary sewer charges and to collect the same by foreclosure, including reasonable attorney fees.

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is hereafter formed by the district, which would include owners' real property, either by resolution, or by petition, owners and any subsequent owner, successor or assign, agree not to protest the same and agree to execute any petition for a Utility Local Improvement District that includes the real property, or any portion thereof, described herein. Said owners agree that in the event a Utility Local Improvement District is formed and assessments are imposed against owners' real property, or any portion thereof, that said assessment will not be protested or objected to on the basis that there has already been sewer service provided to all or any portion of said real property; however, district will grant credit in said event to said owners or owners' heirs, successors, devisees, or assigns, then determined assessment, for the amount of the general facilities connection charge paid by owners to district pursuant to this Agreement in amount as set forth above. In addition owners will connect to the sewer improvements constructed and installed pursuant to the creation of said Utility Local Improvement District at owners' expense, will pay the assessment levied upon said real property (which will be net of the credit above specified) in accordance with the special benefits the real property will derive from the improvements, will obtain a permit to disconnect the sanitary sewer line constructed from owners' real property to the district's line pursuant to this Agreement, and will disconnect said line. There will be no charge for such permit to disconnect said line. The line connection authorized by this Agreement shall be plugged at the property line to the satisfaction of the district.

5. In the event gravity sewage disposal service becomes

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available to owners' property from facilities installed by the district or by a developer pursuant to a developer extension contract with the district, owners will connect to said sewer improvements and will pay a local facilities connection charge in accordance with the special benefits the property will derive from the improvements (said local facilities connection charge does not include the general facilities connection charge paid by owners pursuant to Paragraph 3.F. above). In addition, owners will obtain a permit to disconnect the sanitary sewer line constructed from owners' real property to the district's line pursuant to this Agreement, and will disconnect said line. There will be no charge for such permit to disconnect said line. The line connection authorized by this Agreement shall be plugged at the property line to the satisfaction of the district.

6. Owners do hereby constitute the district's then attorney as the agent and attorney-in-fact for and on behalf of owners or owners' heirs, successors, devisees or assigns, to execute owners' names, or said owners' heirs, successors, devisees, or assigns names, to the petition for the formation of a Utility Local Improvement District when presented.

7. The undersigned owners warrant that they are the owners of the foregoing real property and that there are no other parties or persons necessary, proper or convenient to be joined as parties hereto that have not been named as owners hereinabove.

8. Owners agree to pay district an administrative fee for attorney fees and costs in preparing this Agreement, engineering and district personnel time and overhead and recording cost of this Agreement in the amount of Twenty Five Dollars (\$25.00)

EXHIBIT "A"

TO TEMPORARY SEWER SERVICE AGREEMENT FOR INTERIM LIFT
STATION BETWEEN NORTHSHORE SCHOOL DIST. #417 AND
NORTHEAST LAKE WASHINGTON SEWER & WATER DIST.

That portion of Section 16, Township 26 North, Range 5 East, Willamette Meridian, County of King, State of Washington, described as follows.

The SE1/4 of the NW1/4 of said section 16 EXCEPTING that portion lying northerly of the northerly margin of right of way for N.E. 160th Street as shown on Application No. CR-2919 granted to King Co.;

AND EXCEPTING that portion as described by Deed recorded under file No. 7609200722, records of King County;

AND EXCEPTING that portion as described in Lease No. 42111 to King County Water District No. 79;

ALSO EXCEPTING that water right under Application No. W-4147;

TOGETHER WITH AND SUBJECT TO;
Right of way for county roads under Applications No. CR-391 and CR-2919;
Right of way for powerline granted to City of Seattle under Applications No. 12915 and 13912. Containing 17.3 acres more or less.

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N29

*NUD'S COPY -
Woodinville has original*

Cambridge Hgt

RECEIVED

NOV 20 1997

Woodinville Water District

After Recording Please Return To:

Attn: Bob Bieker
Woodinville Water District
P.O. Box 1390
Woodinville, WA 98072

use as ORIGINAL

Rivland Villa

FILED BY PNWT

Document Title(s): *W3832-2*
Agreement for Interim Sewer Service

12/5

Reference Number(s) of Documents Assigned or Released:
(on page ___ of documents) N/A

Grantor(s) (last name first, then first name and initials):
1. Northshore Utility District

Grantee(s) (Last Name First, Then First Name And Initials):
1. Woodinville Water District

Legal Description (abbreviated: i.e. lot, block, plat of section, township, range):
That portion of the north 1/2 of the southwest 1/4 of the southwest 1/4 of section 22, township 26 north, range 5 east w.m., lying southerly of the boundary line established under recording no. 7407250109.

Additional legal is on page 3 of document

Assessor's Property Tax Parcel/Account Number:
222605-9021-5

Additional legal is on page 3 of document

Said document(s) were filed for record by Pacific Northwest Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

9710061219

971006-1219 02:13:00 PM KING COUNTY RECORDER 003 THS 12:00

Post-It [®] Fax Note	7671	Date	7-1-98	# of pages	5
To	CAROL CAMERON				
From	BOB BIEKER				
Co./Dept.	WWD				
Phone #	425-486-9104 x322				
Fax #	425-486-4649				

AGREEMENT FOR INTERIM SEWER SERVICE

This agreement between the Woodinville Water District, a special purpose municipal corporation ("Woodinville"), and the Northshore Utility District, a special purpose municipal corporation ("Northshore"), is dated this 3RD day of OCTOBER 1997.

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

Whereas, property located within Woodinville's boundaries and its sewer service area known as Cambridge Heights 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 water and sewer system; and

Whereas, Woodinville can provide water service to the Property by extension of its public water system; however, Woodinville's public sewer system will not now be extended to serve the property; and

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

Woodinville agrees that Northshore can provide and Northshore agrees to provide interim sewer service to the Property under the following terms and conditions:

1. Northshore's public sewer system shall be extended to the Property pursuant to Northshore's developer extension process incorporating the more stringent of Northshore's or Woodinville's standards and specifications.
2. As a condition of service and prior to connection to Northshore's public sewer system, the Property shall pay to Northshore all fees and charges Northshore imposes as conditions of connection to its system and it shall pay to King County METRO all connection charges imposed by that agency.
3. Northshore shall provide service to the Property on the same terms and conditions as it provides service to similar property within Northshore's boundaries and according to Northshore's resolutions, rules and regulations.
4. Woodinville will cooperate fully with Northshore in all efforts to collect sewer service charges, including joinder in lien foreclosure proceedings, if necessary; provided Northshore bears all cost of collection.
5. Whenever Woodinville does provide permanent sewer service to the Property and upon notice from Woodinville, title to the sewer system will be transferred to Woodinville at Woodinville's expense; thereafter, the sewer system shall be maintained and operated by Woodinville as part of its public system.

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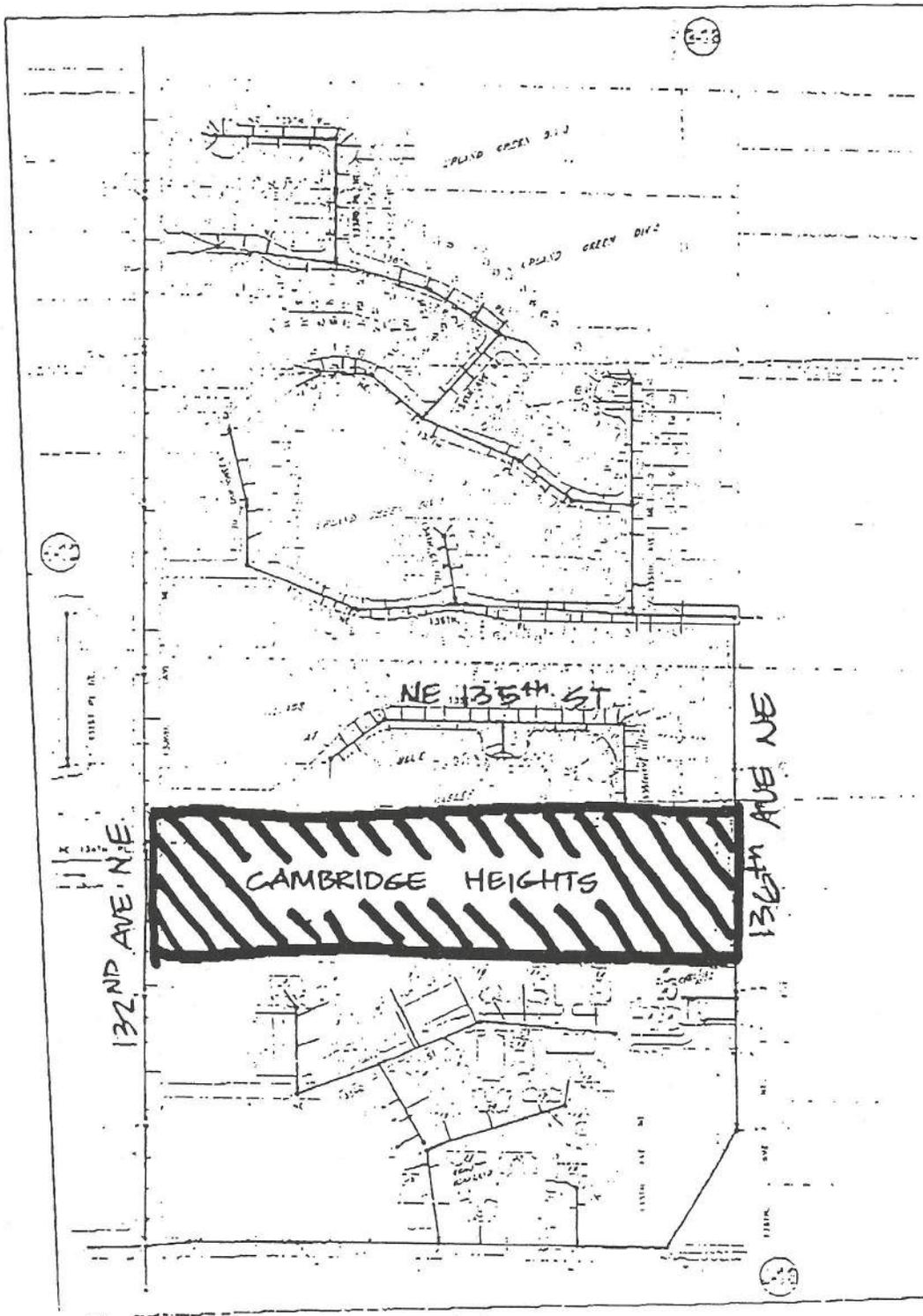


EXHIBIT A

LEGAL DESCRIPTION:

THAT PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/2 OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY OF THE BOUNDARY LINE ESTABLISHED UNDER RECORDING NO. 740250109 DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 22; THENCE SOUTH 88°08'27" EAST, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTH 1/2, A DISTANCE OF 30.00 FEET; THENCE NORTH 02°07'16" EAST, PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, 4.60 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE DESCRIPTION; THENCE SOUTH 87°39'54" EAST, 366.00 FEET; THENCE SOUTH 87°50'48" EAST 842.00 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE TERMINUS OF THIS LINE DESCRIPTION, SAID POINT BEING 2.90 FEET SOUTH 02°02'02" WEST FROM THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

9710061219

6. This agreement shall be recorded in the King County Office of Finance.

NORTHSHORE UTILITY DISTRICT

By [Signature]
Donna M. Smith
(Print Name Here)

Its Commissioner

WOODINVILLE WATER DISTRICT

By [Signature]
Robert Banker
(Print Name Here)

Its General Manager

By [Signature]
Finnon W. Williams
(Print Name Here)

Its President

By [Signature]
Troy C. Roca
(Print Name Here)

Its Secretary

By [Signature]
MICHAEL McALLISTER
(Print Name Here)

Its COMMISSIONER

By [Signature]
D. Beve Gardner
(Print Name Here)

Its Commissioner

Approved as to Form

By _____
Attorney for the District

9710061219

N20

Return Address:
Northshore Utility District
18120 - 68 Ave NE
Bothell, WA 98011s

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

<p>Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)</p> <p style="text-align: center;">NOTICE OF MINIMUM SEWER OUTLET ELEVATION MCKINLEY SHORT PLAT LOT 1</p>
<p>Reference Number(s) of Documents assigned or released: Additional reference #'s on page of document</p>
<p>Grantor(s) (Last name first, then first name and initials)</p> <p>1. TERRA del VERDE LLC 2. 3. 4. Additional names on page__of document.</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>1. NORTHSHORE UTILITY DISTRICT 2. 3. 4. <input type="checkbox"/> Additional names on page __of document.</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range LOT 1 MCKINLEY SHORT PLAT (AF # 9807279014) (16-26-05)</p>
<p>Assessor's Property Tax Parcel / Account Number: <u>NOT ASSIGNED YET</u></p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>

9903161535

**FILED for Record at Request of
Northshore Utility District
P.O. Box 82489
Kenmore, WA 98028**

NOTICE OF MINIMUM SEWER OUTLET ELEVATION

NORTHSHORE UTILITY DISTRICT
KING COUNTY, WASHINGTON

NOTICE IS HEREBY GIVEN as follows:

1. The Northshore Utility District ("District") and the undersigned developer ("Developer") entered into a Developer Extension Agreement and Standard Specifications for Sewer Main Construction ("Agreement") dated the 15th day of JUNE, 1998, for the installation of sanitary sewer improvements to provide sewer service to the property described in the Agreement.
2. Pursuant to the Agreement, the Developer submitted and the District approved plans for the installation of the sewer improvements which are the subject of the Agreement. The District-approved plans provide for minimum outlet elevations to ensure required gravity service to the property referenced in the Agreement.
3. District sewer service shall only be available to the property by gravity sewer service at the minimum sewer outlet elevation for the parcel / lot described below.
4. This determination of minimum sanitary sewer outlet elevation shall be binding on the Developer and its successors, heirs, and assigns.

<u>1</u>	<u>364.00</u>
Parcel / Lot	Elevation
<u>MC. KINLEY s/p (98C1279014)</u>	<u>KCAS</u>
Plat Name	Datum
Dated this <u>17th</u> day of <u>Aug</u> , 19 <u>98</u>	

DEVELOPER / COMPANY TERZA DEL VERDE, LLC

By [Signature]
Its MANG. MEMBER

DAN SUFFENS, K. Reed

NORTHSHORE UTILITY DISTRICT

By [Signature]
Its GENERAL MANAGER

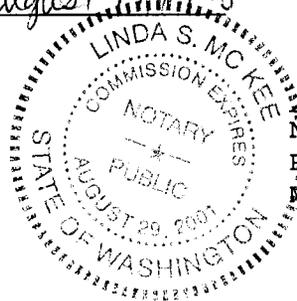
9903161535

FILED for Record at Request of
Northshore Utility District
P.O. Box 82489
Kenmore, WA 98028

STATE OF WASHINGTON)
) SS
COUNTY OF King)

I certify that I know or have satisfactory evidence that Daniel Duffuss
William Richmond are the persons who appeared before me, and said
person~~s~~ acknowledged that they signed this instrument and acknowledged
it to be their free and voluntary act for the uses and purposes mentioned
in this instrument.

Dated: August 17, 1998



Linda S. McKee
Notary Public in and for the State of Wash
Residing at Seattle
My appointment expires: 8/29/01

9903161535

FILED for Record at Request of
Northshore Utility District
P.O. Box 82489
Kenmore, WA 98028

Addition to Sewer Developer Extension Agreement:

{Paragraph No.}. Notice of Minimum Finished Floor Elevations. The sewer service to the property which is the subject of this Agreement shall be provided by gravity sewer service. If required the Developer shall sign the Notice of Minimum Sewer Outlet Elevation form contained in this Agreement at the time of the execution of this Agreement. The District shall record such form with the King County Recorder's Office following the Developer's submission of plans for the proposed sewer improvements and the District's approval of such plans. The Notice shall indicate the minimum sewer outlet elevation for each affected parcel / lot therein which is the subject of this Agreement and shall provide notice to the Developer and its successors and assigns of such minimum sewer outlet elevations.

9903161535

**FILED for Record at Request of
Northshore Utility District
P.O. Box 82489
Kenmore, WA 98028**

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that RONALD A GEHRKE, signed this instrument, on oath stated that he is authorized to execute said instrument as General Manager of NORTSHORE UTILITY DISTRICT, and acknowledged said instrument as the General Manager of NORTSHORE UTILITY to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument. **DNA**



Dated: 3-12-99

David Werner

CSC

(Signature)

DAVID W WERNER

(Print Name)

Notary Public in and for the State of Washington,
Commission Expires: 5-30-2002

9903161535

FILED for Record at Request of
Northshore Utility District
P.O. Box 82489
Kenmore, WA 98028