

NORTHSHORE SCHOOL DISTRICT

By Karen Forsys

Karen Forsys
(Print name here)

Its Secy/Bd of Directors

Approved as to form:

Joseph A. McNamee
General Counsel

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 for Woodinville Water and Sewer District, and acknowledged said instrument as the General Manager of Woodinville Water and Sewer District to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: August 7 2002

Cecelia M. F. Yinger
(Signature)

CECELIA M.F. YINGER
(Print Name)

Notary Public in and for the State of Washington,
Commission Expires: October 29, 2005

I certify that I know or have satisfactory evidence that Karen Forsys, signed this instrument, on oath stated that he is authorized to execute said instrument as School Superintendent for Northshore School District 417, and acknowledged said instrument as the School Superintendent of Northshore School District 417 to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.



Dated: August 28, 2002

Carole J. Shaw
(Signature)

Carole J. Shaw
(Print Name)

Notary Public in and for the State of Washington,
Commission Expires: 12-1-03

I certify that I know or have satisfactory evidence that Manny Ocampo, signed this instrument, on oath stated that (s)he is authorized to execute said instrument as Acting City Manager for CITY OF BOTHELL and acknowledged said instrument as the Acting City Manager for CITY OF BOTHELL to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

Dated: Sept. 19, 2007

Catherine E. Hawkins

(Signature)

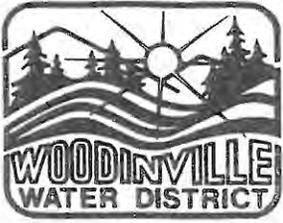
Catherine E. Hawkins

(Print Name)

Notary Public in and for the State of Washington,

Commission Expires: 2-8-05





WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duvall 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

GENERAL MANAGER

Bob Bandarra

February 9, 1999

Ms. Lynn M. Arakaki
City of Redmond
Public Works Department
15670 NE 85th Street
Redmond, WA 98052

SUBJECT: Water Service to Farnsworth Short Plat
12206 172nd Avenue NE

Dear Lynn:

As we discussed, Woodinville Water District is agreeable to providing water service to the subject property in accordance with Section 2(a) of the July 13, 1988 Interlocal Agreement.

Because the water main will need to be designed and constructed per the City of Redmond's standards, and the properties will be served by the City of Redmond's meters, the District prefers that the property owner construct the water main extension through a developer extension agreement with the City of Redmond.

We will require that you coordinate the developer's connection to the District's system with us, and Redmond will need to advise the District when the meters are installed, so that we can establish the accounts for billing purposes.

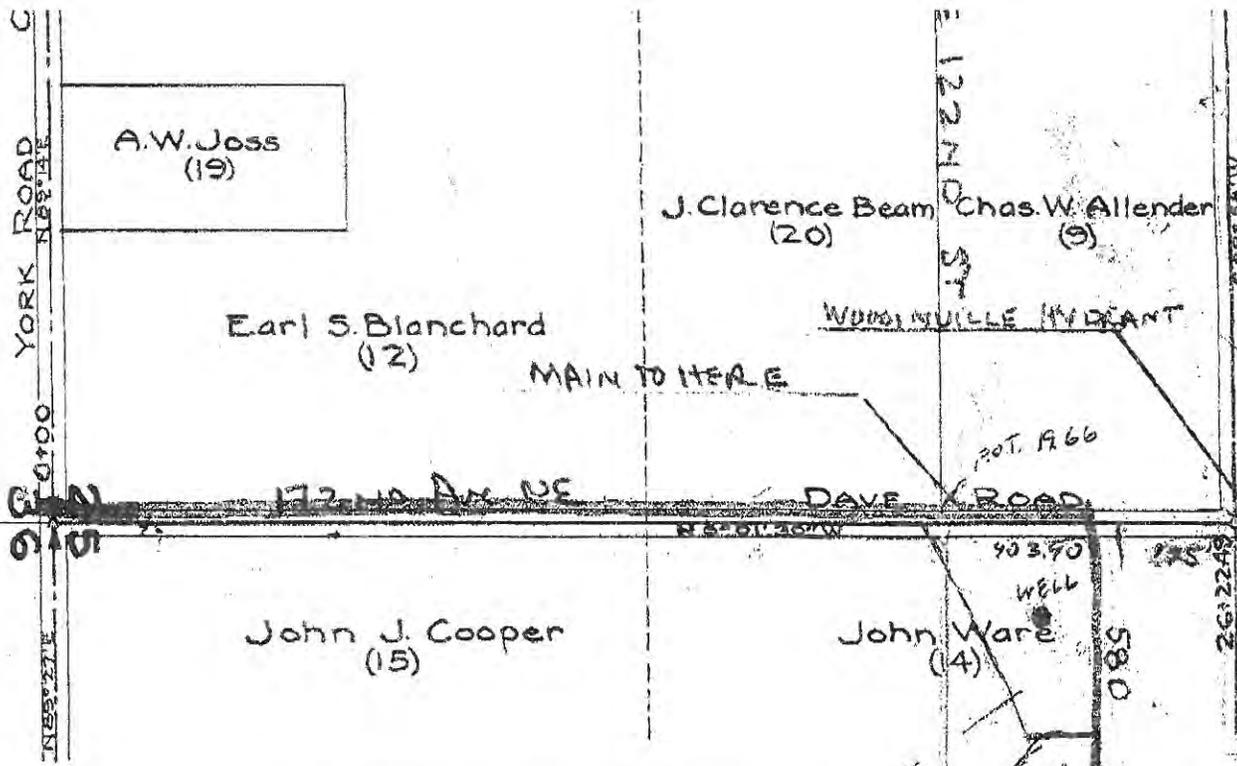
If you have any questions concerning this, please feel free to call me at (425) 483-9104, extension 304.

Sincerely,

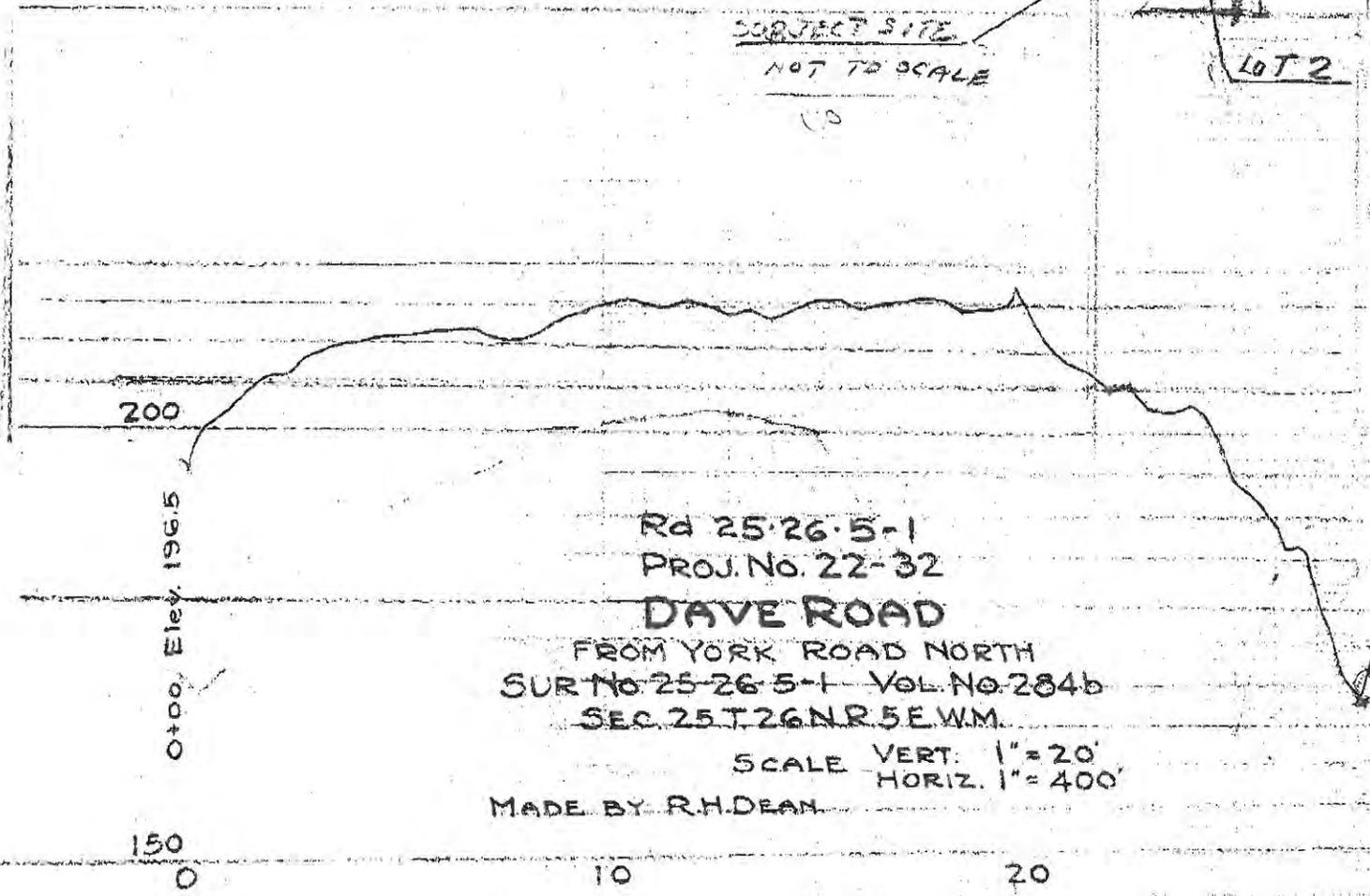
WOODINVILLE WATER DISTRICT

Kenneth H. Pick, P.E.
Utility Planning Engineer

Cc: Bob Bandarra, General Manager
Bill White, Finance Director
Ken King, Operations Manager
Bob Bieker, Engineering Technician

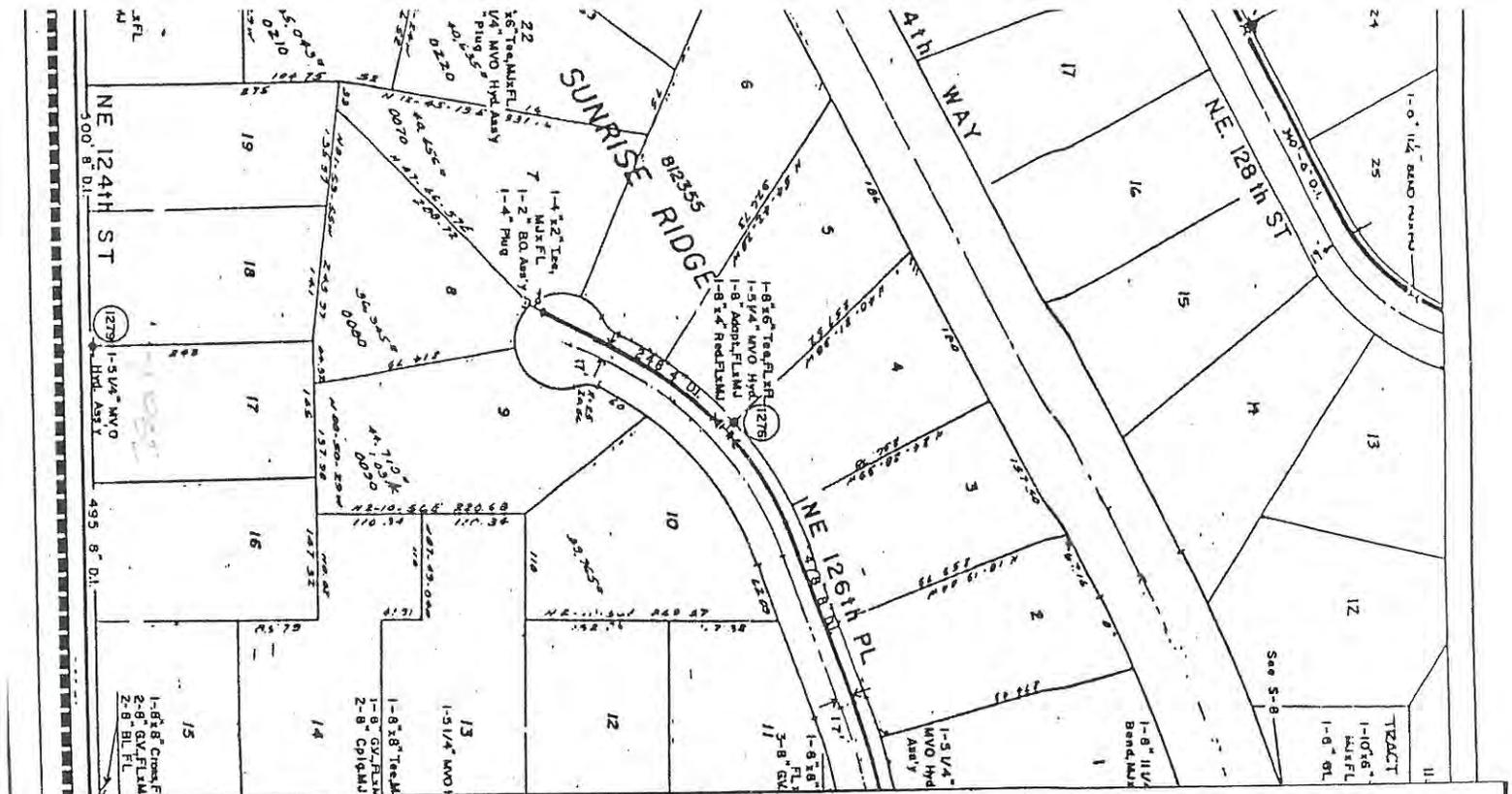


SUBJECT SITE
NOT TO SCALE

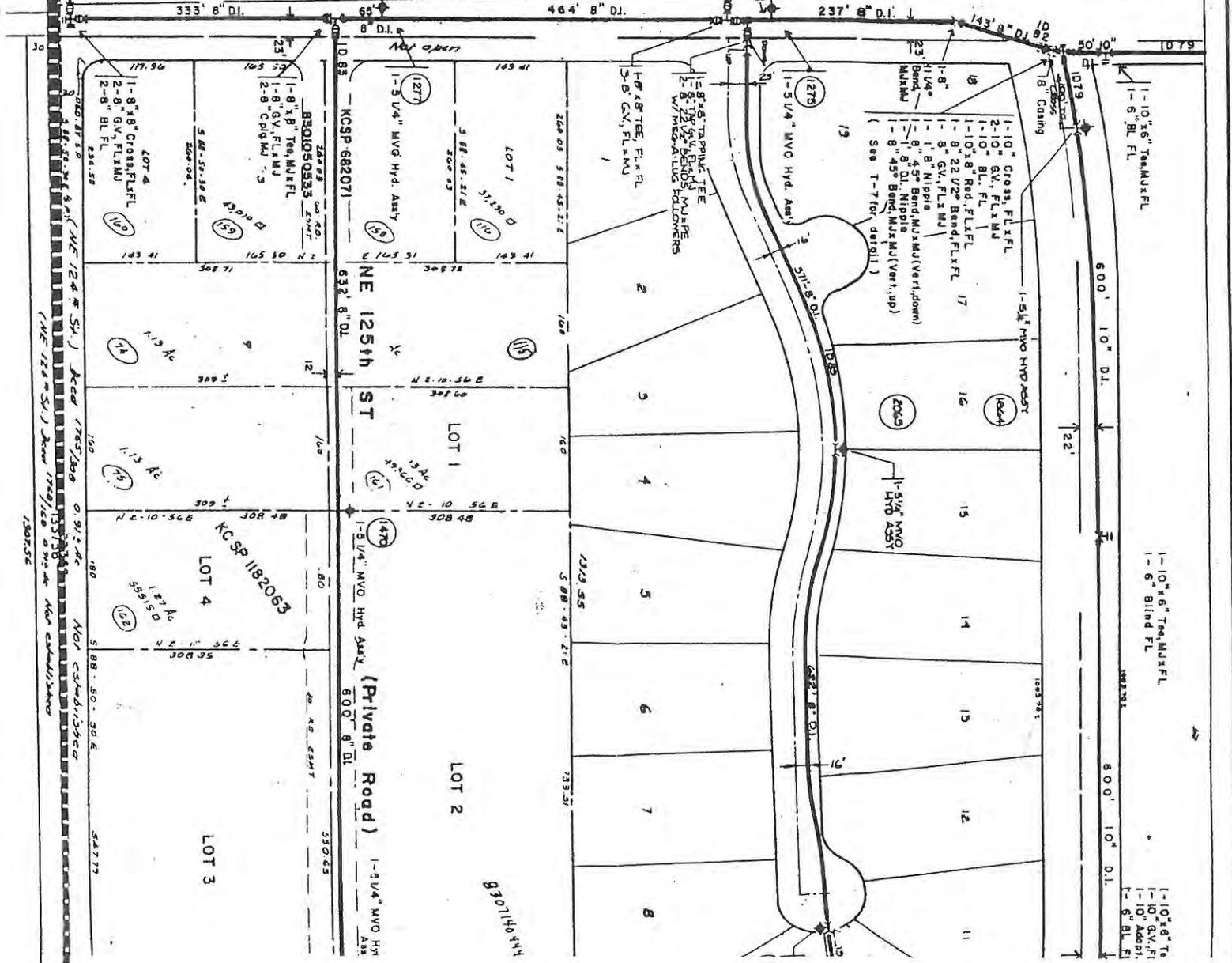


Rd 25-26-5-1
PROJ. No. 22-32
DAVE ROAD
FROM YORK ROAD NORTH
SUR No 25-26-5-1 VOL No 284b
SEC 25 T26 N R 5 E W M

SCALE VERT: 1" = 20'
HORIZ. 1" = 400'
MADE BY R.H. DEAN



172nd AVE NE T-7



NE 124th St (NE 124th St) Acct 1755/160 0 91' 4" Non-Commuting
 (NE 124th St) Acct 1755/160 0 91' 4" Non-Commuting
 190755

7/13/88

INTERLOCAL AGREEMENT BETWEEN THE CITY OF REDMOND
AND
WOODINVILLE WATER DISTRICT

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

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

1. AGREED COMMON SERVICE AREA BOUNDARY.

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

2. WATER SERVICE.

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

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

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

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

3. MUTUALITY.

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

4. ULID AND LID.

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

5. ANNEXATION AGREEMENTS.

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

6. STANDARDS.

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

7. UTILITY LOCAL IMPROVEMENT DISTRICTS.

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

8. OWNERSHIP AND MAINTENANCE.

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

9. RATES AND FEES.

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

10. CONSERVATION POLICIES.

Conservation policies will be prescribed by the operating entity.

11. APPROVAL.

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

12. FUTURE DEVELOPMENTS.

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

13. AUTHORIZATION AND APPROVALS.

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

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

DATED 13 July, 1988.

CITY OF REDMOND

By Doreen Marchione
DOREEN MARCHIONE, Mayor

Attested:

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

Approved as to Form:

By: Larry Martin
LARRY MARTIN,
City Attorney

WOODINVILLE WATER DISTRICT

By Ronald Wright
Its President

By Carlene J. Greuning
Its Secretary

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

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

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

CERTIFICATE OF COPY OF INTERLOCAL AGREEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that the document to which this certification is attached is a true and correct copy (as of the date of this certification) of the Interlocal Agreement between the City of Redmond and Woodinville Water District dated July 13, 1988.

DATED: June 15, 1990.

Watson B. Blair
WATSON B. BLAIR
NOTARY PUBLIC
My commission expires on
November 15, 1990

COPY OF
ORIGINAL FILED
JUN 20 1990
Director of Records
& Elections

AFTER RECORDING, MAIL TO:

REED McCLURE MOCERI THONN & MORIARTY
ATTN: Watson B. Blair
701 Fifth Avenue, #3600
Seattle, WA 98104-7081

E/Redmond

ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN
REDMOND AND WOODINVILLE WATER DISTRICT
WATER SERVICE TO AN AREA BETWEEN 177th Avenue N.E. AND
184TH AVENUE N.E.

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

WHEREAS, Redmond and the District desire to supplement such agreement pursuant to paragraph 12 thereof to enable the District to provide water service to a portion of residential development south of the common service area boundary,

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

- 1) Description of Service Area Boundary
Redmond and the District agree that the District may provide water service to the properties described in Exhibit "A", attached hereto.

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

- 3) Service Extension, Approval of Plans and Specs.
Water service to said properties shall be subject to the terms of the form attached hereto as Exhibit "C" and depicted in Exhibit "B". Redmond and the District agree that the water improvements shall be designed and constructed in accordance with the standards of Redmond or the District, whichever is more stringent. The District shall submit plans and specifications for facilities which will be used to provide such service to the Redmond Utility Engineer for approval. Approval or rejection of the plans and specifications shall be based upon compliance with Redmond water service, fire flow, and construction standards.

4) Property Owner Agreement

Prior to making any commitment to extend facilities or provide service within Redmond's service area, the District shall procure and provide to Redmond written agreements signed by each owner of property within the Redmond service area which will be served pursuant to this agreement in the form attached hereto as Exhibit "D". The original of such agreements shall be provided to Redmond and Redmond shall record the agreement with the King County Department of Records and Elections.

5) Assumption of Service Area and Ownership of Facilities

- a. Upon annexation of all or a portion of the subject properties to the City of Redmond, or upon extension of Redmond's water facilities which will enable connection of the water facilities serving the properties to Redmond's facilities. Redmond, at its option, may elect to assume the rights and responsibilities of providing water service to any or all of the subject properties. This option may be exercised by giving written notice of such election to the District no less than 90 days prior to the proposed effective date of assumption of water service by Redmond. Upon agreement with the District, Redmond may purchase water from the District required to service such portion of the development at the then current District wholesale rate, which is defined in the Interlocal Agreement.
- b. Upon the effective date of the transfer of rights and responsibility to provide water service to the City of Redmond pursuant to this section, the District shall quit claim and transfer to Redmond all of its rights in and title to all water mains, transmission and service lines, hydrants and other facilities located in Redmond's service area. Appropriate bills of sale and all other conveyances necessary to effectuate complete transfer of the District's interest shall be provided by the District to Redmond.
- c. The District shall cooperate in making a physical connection to the Redmond facilities and in performing such minor alterations to its facilities as may be required in order to complete the connection with

Redmond facilities at Redmond's sole expense. The District shall also cooperate in the transfer of all customer and billing information reasonably required for Redmond to assume and perform utility billing functions.

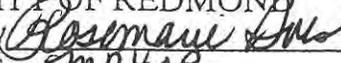
- d. No connection fee or other charge shall be assessed by Redmond upon those customers receiving service at the time of transfer of responsibility for water service from the District to Redmond.

6. Remainder of Agreement Unchanged

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

DATED this 1st day of October, 1992.

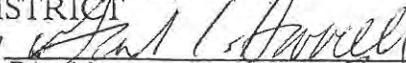
CITY OF REDMOND

By 
Its MAYOR

APPROVED AS TO FORM:
OFFICE OF THE CITY
ATTORNEY

By 

WOODINVILLE WATER
DISTRICT

By 
Its President

By 
Its Secretary

EXHIBIT "A"

1. East 5 acre parcel owned by Don A. Smith (Tax lot 110)
2. Lot 1 of S.P. 478183
3. Lot 2 of S.P. 478183
4. Lot 3 of S.P. 478183
5. Lot 4 of S.P. 478183
6. Lot 18 Richland Acres No. 3 (unrecorded)
7. Lot 1 of S.P. 385081
8. Lot 2 of S.P. 385081
9. Lot 3 of S.P. 385081
10. Portion of Lot 19 Richland Acres No. 3 (unrecorded)

EXHIBIT "C"

Subsequent to any future development or request for service each property shall construct that portion of the following improvements which is located on or adjacent to the property:

Connect to the existing main in N.E. 125th Street and extend an 8-inch main south in 178th Avenue N.E. (extended) to the south property line of Lot 4, S.P. 478183. Connect to this main at N.E. 124th Street (extended) and N.E. 122nd Street (extended) and extend an 8-inch and 12-inch main respectively to the west property line of Don A. Smith's east lot. Connect to the 8-inch main at the southwest corner of Lot 4, S.P. 478183 and extend a 12-inch main to 180th Avenue N.E. (extended). Continue the 12-inch main in 180th Avenue N.E. to N.E. 123rd Street (extended) then easterly in N.E. 123rd (extended) to the right-of-way of 184th Avenue N.E. Extend the 12-inch main south in 184th Avenue N.E. to the southerly property line of Lot 19. Connect to the 12-inch main in 184th Avenue N.E. and extend an 8-inch main north to the existing Woodinville main. Connect to the 12-inch main located northwest of Lot 1, S.P. 385081, and extend an 8-inch main north to the existing main located in 180th Avenue N.E. Install a pressure reducing station on the 12-inch main north of Lot 3, S.P. 385081. Provide all appropriate easements and right of way dedications to contain the waterline improvements.

Redmond recognizes that Woodinville currently provides water service to Lots 1, 2, and 3 of S.P. 478183 and Lots 1, 2, and 3, of S.P. 385081 and that service will continue without construction of these improvements.

Water service may be provided to the existing home on tax lot 110 (Smith) and the proposed home on Lot 4 S.P. 478183 (Hussey) by constructing an 8-inch main from N.E. 125th Street to 10 feet south of the north property line of the parcels with a fire hydrant. The mains in N.E. 124th Street (extended) and N.E. 122nd Street (extended) fronting these parcels and the main in 178th Avenue N.E. (extended) shall be constructed prior to any additional development or subdivision of the properties and an agreement between Redmond, Woodinville, and the property owners shall be recorded which establishes this covenant.

EXHIBIT "D" TO ADDENDUM
TO INTERLOCAL AGREEMENT

AGREEMENT CONCERNING WATER SERVICE

WHEREAS, the undersigned are the owners of certain real property located in King County, Washington within the Utility Service Area Boundaries of the City of Redmond.

WHEREAS, said owners desire to obtain water service from the Woodinville Water District, and pursuant to an interlocal agreement between the Woodinville Water District and the City of Redmond dated October 1, 1992, a copy of which is attached hereto as Exhibit "A", ("the interlocal agreement") the consent of the City of Redmond is required for the District to provide water service within edmond's Utility Service Area south of N.E. 124th Street, and certain agreements on the part of the owners of property to be served relating to annexations and formation of local improvements districts or utility local improvement districts are required by the interlocal agreement, and

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

1. Annexation to City of Redmond. The undersigned owners understand that at some future date the City of Redmond may desire to annex all or part of the property described on Exhibit "B" to the City and that annexation will result in the following consequences:
 - a. King County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;

WATER/SEWER UTILITY

PLEASE RETURN TO:
Mr. Scott Thomason
CITY OF REDMOND
15670 NE 85TH ST
REDMOND, WA 98052

1027-0802 09:04:00 AM KING COUNTY RECORDS 004 SH 10.00 92 270802

- b. City of Redmond ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- c. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Redmond upon the effective date of annexation;
- d. The property may be required to assume all or any portion of the City of Redmond indebtedness existing at the time of annexation and property tax rates and assessments applicable to the property may be higher or lower than those applicable prior to the effective date of annexation;
- e. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- f. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

7210210002

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

PLEASE RETURN TO

WATER/SEWER UTILITY

CITY OF REDMOND
15570 NE BETH ST
REDMOND, WA 98052

by the provisions of this paragraph and by purchasing or otherwise assuming an ownership interest designates the Mayor of Redmond as attorney-in-fact as provided above.

2. Waiver of Right to Protest Formation of LID/ULID. The undersigned owners acknowledge that the entire property legally described on Exhibit "B" would be specially benefited by the following utility improvements (specify):
1. Future storage facility to be constructed by Redmond or others to serve the property
 2. Future water supply connection by Redmond to City of Seattle Tolt Supply System
 3. Future water transmission/distribution mains which connect the site to City of Redmond water supply and storage facilities including, but not limited to water mains in the following streets, private roads or easements:
 - a. 184th Avenue N.E.
 - b. N.E. 124th Street extended
 - c. N.E. 123rd Street extended
 - d. N.E. 122nd Street extended
 - e. 172nd Avenue N.E. extended
 - f. 180th Avenue N.E. extended
 - g. N.E. 178th Street extended

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

With full understanding of owners' right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, owners agree to participate in any such LID or ULID and to waive their right to protest formation of the same. Owners shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall

PLEASE RETURN TO:

WATER/SEWER UTILITY

CITY OF REDMOND
15670 NE 85TH ST
REDMOND, WA 98052

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