

9401111843

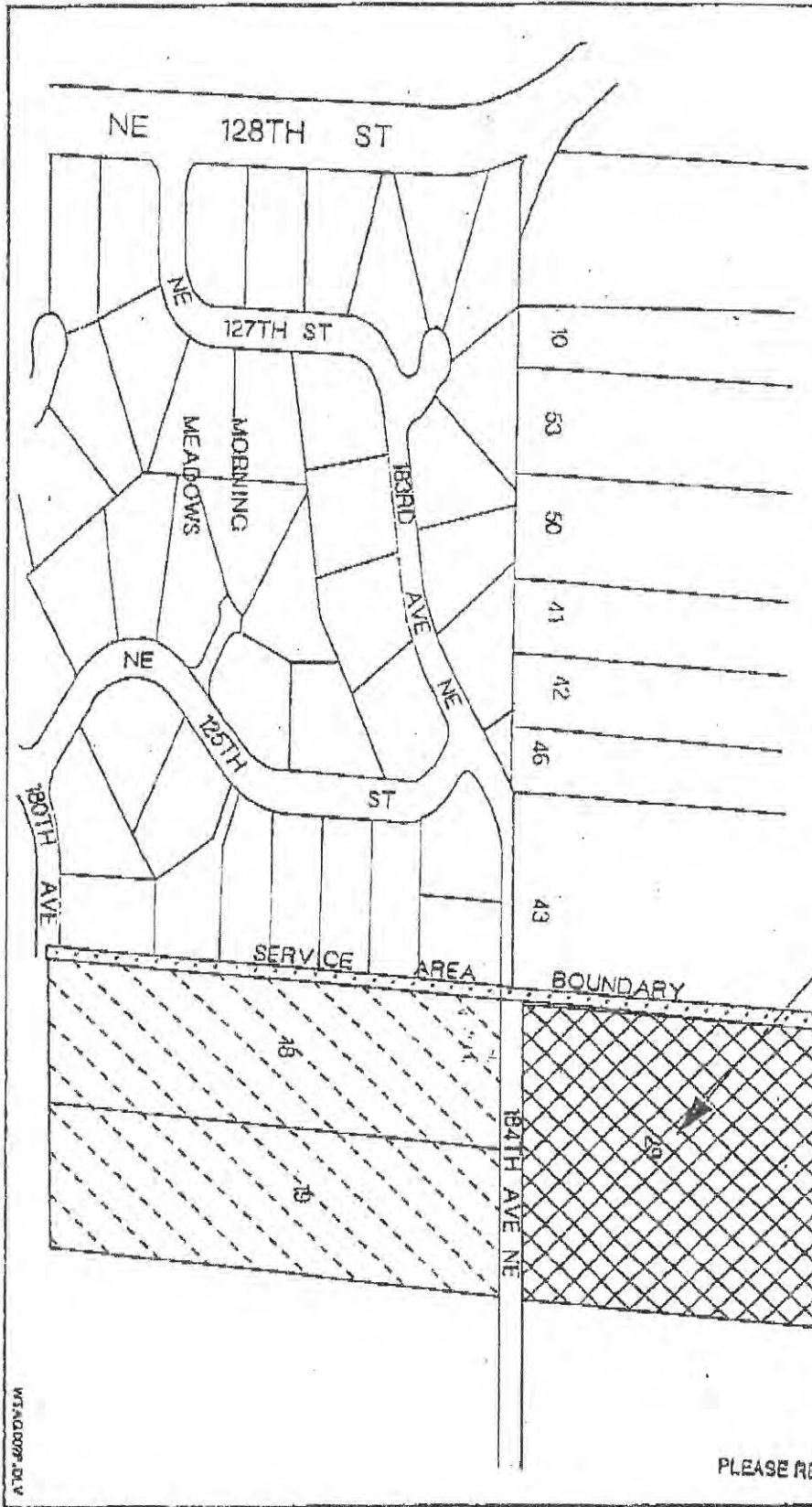
EXHIBIT A



# AMENDMENT TO INTERLOCAL AGREEMENT 93-002



SERVICE WEST OF 184TH AVENUE NE

9401111046



LOT 29  
RICHLAND ACRES NO 3

**LEGEND:**

-  SUBJECT AREA
-  AREA COVERED BY PREVIOUS AGREEMENT

DRAWING NOT TO SCALE

PLEASE RETURN TO:  
 CITY OF REDMOND  
 15670 NE 85TH ST  
 REDMOND, WA 98052

WATER/SEWER UTILITY

WS 1400079-201V

**ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN  
REDMOND AND WOODINVILLE WATER DISTRICT  
WATER SERVICE TO AN AREA EAST OF 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 and shown 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. Consent for service is only to one new single-family home on the property and is not for service for additional subdivision of the property.
- 3) Service Extension, Approval of Plans and Specifications.  
Water service to said properties shall be subject to the terms in Exhibit "B" and shall be constructed as described in Exhibit "C". 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.

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**WATER/SEWER UTILITY**

PLEASE RETURN TO:  
CITY OF REDMOND  
15670 NE 65TH ST  
REDMOND, WA 98052

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 "B". 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 serve 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 watermains, 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.

9401111843

WATER/SEWER UTILITY

PLEASE RETURN TO:

CITY OF REDMOND  
15670 NE 65TH ST  
REDMOND, WA 98052

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 29th day of December, 1993

9401111843

By [Signature]  
of its MAYOR  
CITY OF REDMOND

APPROVED AS TO FORM:

OFFICE OF THE CITY  
ATTORNEY  
BY [Signature]

WOODINVILLE WATER  
DISTRICT  
By \_\_\_\_\_  
Its President

By [Signature]  
Its Secretary

PLEASE RETURN TO:

CITY OF REDMOND  
15670 NE 65TH ST  
REDMOND, WA 98052

WATER/SEWER UTILITY

of Redmond's water utility system. This agreement shall be recorded with the King county department of records and Elections.

DATED this 10<sup>th</sup> day of January, 1994

OWNER(S)

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON )

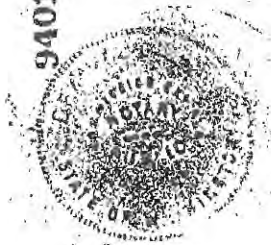
COUNTY OF King

)ss:  
)

I certify that I know or have satisfactory evidence that David Bostic signed this instrument and acknowledged it to be (his/her) free and voluntary act for the purposes mentioned in this instrument.

DATED this 10<sup>th</sup> day of January, 1994

940111843



[Signature]  
NOTARY PUBLIC  
My commission expires: 1-30-96

WATER/SEWER UTILITY

PLEASE RETURN TO:  
CITY OF REDMOND  
15670 NE 85TH ST  
REDMOND, WA 98052

WATER/SEWER UTILITY

PLEASE RETURN TO:  
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REDMOND, WA 98052

**ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN  
REDMOND AND WOODINVILLE WATER DISTRICT  
WATER SERVICE TO AN AREA EAST OF 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 and shown 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. Consent for service is only to one new single-family home on the property and is not for service for additional subdivision of the property.
  
- 3) Service Extension, Approval of Plans and Specifications.  
Water service to said properties shall be subject to the terms in Exhibit "B" and shall be constructed as described in Exhibit "C". 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 "B". 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 serve 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 watermains, 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 29<sup>th</sup> day of December, 1993.

CITY OF REDMOND  
By [Signature]  
Its MAYOR

APPROVED AS TO FORM:

OFFICE OF THE CITY  
ATTORNEY  
BY [Signature]

WOODINVILLE WATER  
DISTRICT  
By \_\_\_\_\_  
Its President

By [Signature]  
Its Secretary

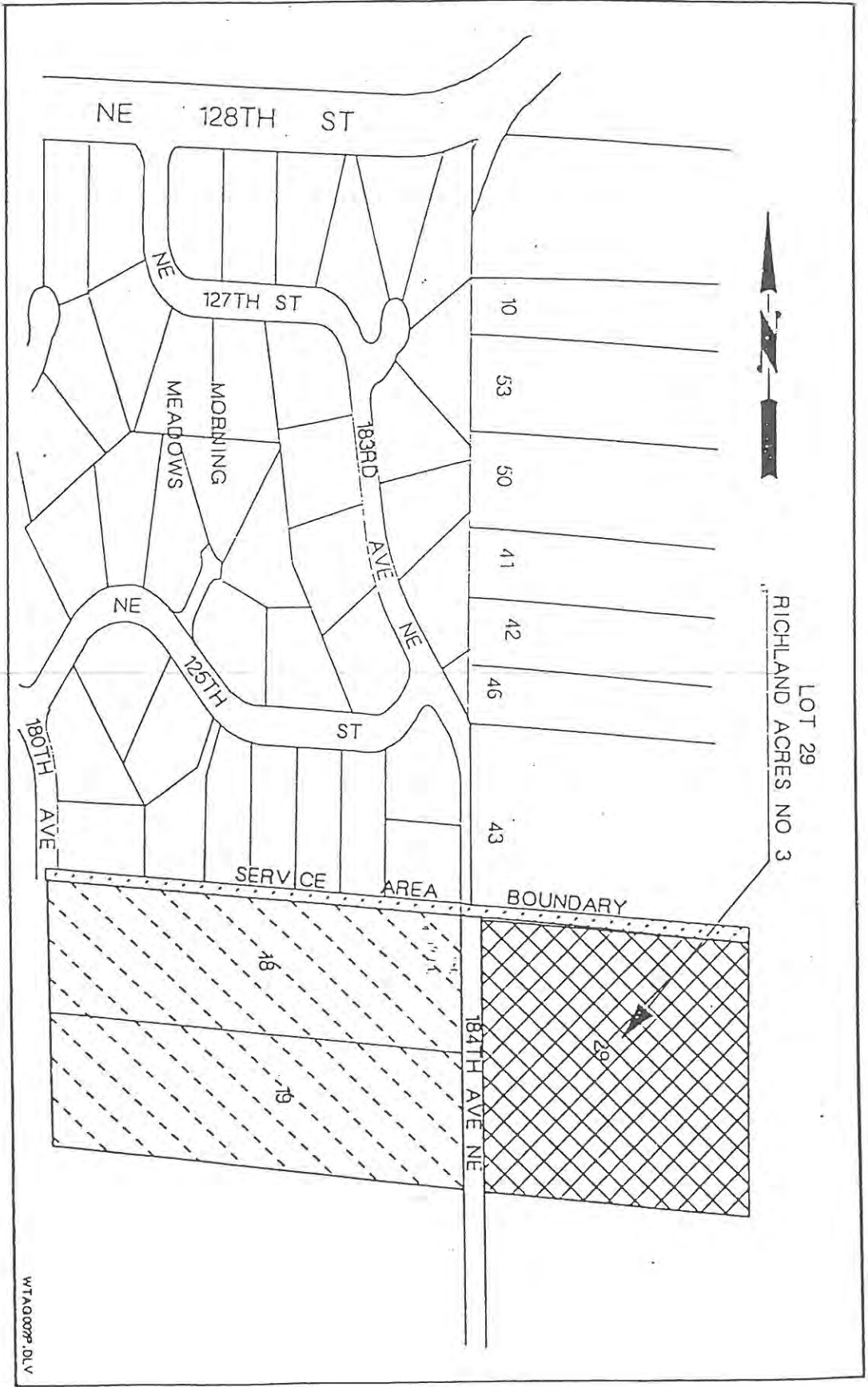




AMENDMENT TO INTERLOCAL AGREEMENT 93-002

SERVICE WEST OF 184TH AVENUE NE

LEGEND:  
SUBJECT AREA  
AREA COVERED BY PREVIOUS AGREEMENT  
DRAWING NOT TO SCALE



WTA00079.DLV

EXHIBIT "B"

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 Dec. 23, 1993, a copy of which is attached hereto as Exhibit "A", ("the interlocal agreement") the consent of the City of Redmond is required for the District to provide water service within Redmond's Utility Service Area south of N.E. 124th Street, and certain agreements on the part of the owners of property to be served relating to annexations and formation of local 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 Lot 29, Richland Acres, No. 3 (the Property) to the City and that annexation will result in the following consequences:
  - a. King County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
  - b. City of Redmond ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;

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

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of owners rights to oppose annexation of the property to the City of Redmond, owners agree to sign a petition for annexation to the City of property including all or part of the Property 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 the Property is subdivided into smaller lots, and/or ownership thereof is transferred, the purchaser or other transferee of each subdivided lot or other portion or the entirety of the property shall be bound by the provisions of this paragraph and by purchasing or otherwise assuming an ownership interest designates the Mayor of Redmond as attorney-in-fact as provided above.

2. Waiver of Right to Protest Formation of LID/ULID. The undersigned owners acknowledge that the Property 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.

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

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

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

of Redmond's water utility system. This agreement shall be recorded with the King county department of records and Elections.

DATED this 10<sup>th</sup> day of January, 1994

OWNER(S)

*David Bostic*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON )

)ss:

COUNTY OF King

)

I certify that I know or have satisfactory evidence that David Bostic signed this instrument and acknowledged it to be (his/~~her~~) free and voluntary act for the purposes mentioned in this instrument.

DATED this 10<sup>th</sup> day of January, 1994.

*Deanna Gilbert*

NOTARY PUBLIC

My commission expires: 1-30-96

STATE OF WASHINGTON )

)ss:

COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument and acknowledged it to be (his/her) free and voluntary act for the purposes mentioned in this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## EXHIBIT "C"

Water service to the subject property shall be provided by constructing a watermain in 184th Avenue N.E. generally along the entire frontage of the parcel with a connection to the Woodinville water system at N.E. 124th Street. Redmond may determine that the connection in 184th Avenue N.E. to the Woodinville system may not be required if the new main is extended and connected to the Woodinville system at 180th Avenue N.E. Water service for additional subdivision of the property is not provided for in this agreement. Any such subdivision of this property will be provided service directly from Redmond or through an additional addendum to the interlocal agreement.



12/29/93  
THE CITY OF REDMOND  
PUBLIC WORKS DEPARTMENT

RECEIVED

JAN 06 1994

Woodinville Water District

January 4, 1994

Mr. Kenneth Pick, P.E.  
Utility Planning Engineer  
Woodinville Water District  
P.O. Box 1390  
Woodinville, Washington 98072-1390

SUBJECT: *Addendum to Interlocal Agreement  
Water Service to an Area East of 184th Avenue N.E.  
Woodinville 93-003*

Dear Ken:

On October 5, 1993, the Redmond City Council passed the Addendum to the Interlocal in regards to service to an area east of 184th Avenue N.E. Enclosed is a signed original of that agreement, please keep this original for your files.

If you should have any further questions in regards to this addendum please feel free to call me at 556-2829.

Sincerely,

Scott Thomasson  
Utility Engineering Supervisor

sb

Enclosure

C:\SCOTL\TRS\AD184TH.DOC





**WOODINVILLE WATER DISTRICT**  
 17238 Woodinville-Duvall Road  
 P.O. Box 1390  
 Woodinville, WA 98072-1390  
 (206) 483-9104

# LETTER OF TRANSMITTAL

DATE	JAN 10 1994	JOB NO.
ATTENTION		
RE:	Interlocal Agreement Addendum EXHIBIT B	

TO James Tomason  
CITY OF REDMOND

WE ARE SENDING YOU  Attached  Under separate cover via \_\_\_\_\_ the following items:

- Shop drawings     Prints     Plans     Samples     Specifications  
 Copy of letter     Change order     \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1	1/10/94		Stamped Exhibit "B" WATER SERVICE TO AREA EAST OF 184 <sup>th</sup> ST

THESE ARE TRANSMITTED as checked below:

- For approval     Approved as submitted     Resubmit \_\_\_\_\_ copies for approval  
 For your use     Approved as noted     Submit \_\_\_\_\_ copies for distribution  
 As requested     Returned for corrections     Return \_\_\_\_\_ corrected prints  
 For review and comment     \_\_\_\_\_  
 FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_  PRINTS RETURNED AFTER LOAN TO US

REMARKS HAND CARRIED BY DAVE BOSTIC

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COPY TO \_\_\_\_\_

SIGNED: [Signature]

**ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN  
REDMOND AND WOODINVILLE WATER DISTRICT  
WATER SERVICE TO AN AREA EAST OF 176TH AVENUE N.E.  
EXTENDED**

**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:**

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2) Consent to Service by District

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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 27<sup>th</sup> day of January, 19 94.

CITY OF REDMOND  
By Rosemarie Du  
Its MAYOR

APPROVED AS TO FORM:

OFFICE OF THE CITY  
ATTORNEY  
By [Signature]

WOODINVILLE WATER  
DISTRICT  
By Queen Mayfield  
Its President

By [Signature]  
Its Secretary