

APPENDIX D

**NORTHWEST SAMMAMISH
SEWER & WATER DISTRICT AGREEMENT**

Sewer Service Boundary Agreements with Northeast Sammamish Sewer & Water District

Service Area Agreement – Dated October 22, 1982

Interlocal Agreement for the Inglewood Basin/Northlake Sammamish
Interceptor Sewer Study – Dated May 6, 1985

Interlocal Sewer Service Agreement – Dated May 6, 1985

Resolution No. 2070 – Dated February 10, 1997

- Cedar Park Service Area Transfer

Resolution No. 2332 – Dated August 17, 1998

- Sammamish Heights Estates Service Area Transfer
- Sheckler Short Plat Service Area Transfer

Resolution No. 2436 – Dated April 19, 1999

- Sammamish Plateau Estates Service Area Transfer

Resolution No. 2596 – Dated May 15, 2000

- Tax Parcel 2725069074 Service Area Transfer
- Tax Parcel 2725069086 Service Area Transfer

Resolution No. 3104 – Dated November 3, 2003

- Llama Landing Service Area Transfer

Sahalee Sewer
Dist.

AGREEMENT

AGREEMENT made this 22 day of October by and between Sahalee Sewer District of King County, Washington ("Sahalee") and King County Water and Sewer District No. 82 ("WD 82") (collectively, the "Districts").

W I T N E S S E T H:

WHEREAS, Sahalee has signed an agreement to acquire the facilities of the Sahalee Water Company, a private water company located within its boundaries; and

WHEREAS, Sahalee has adopted a Comprehensive Water System Plan which contemplates the eventual extension of water and sewer service to an area located west of Sahalee, east of Lake Sammamish and north of the northerly boundaries of WD 82 (the "East Sammamish Service Area"); and

WHEREAS, WD 82 has filed a notice of intent with the King County Boundary Review Board to provide water and sewer services to the East Sammamish Service Area; and

WHEREAS, property owners within the East Sammamish Service Area desire the extension of water and sewer service to their properties, but such area is not presently served by either Sahalee or WD 82; and

WHEREAS, WD 82 and Sahalee agree that the present and future ratepayers of their respective Districts would benefit by the resolution of their conflicting plans, the construction of interties between the Districts, and cooperative planning to prevent unnecessary duplication of facilities;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Boundaries. There shall exist a common east-west boundary line between the Districts extending to Lake Sammamish which for sewer purposes shall be N.E. 16th Street and for water

purposes N.E. 20th Street, except to the extent that the existing legal boundary line for sewers between the Districts as set forth in Exhibit A hereto varies therefrom. Where the boundary for water purposes (N.E. 20th Street) bisects a single ownership, each District agrees to adjust this boundary to fit the streets and lots ultimately developed such that no future lot is split between Districts and each District's water system extension is designed on the basis of sound engineering.

2. Service to East Sammamish Service Area. Sahalee will immediately commence proceedings to annex property within the East Sammamish Service Area. If such annexation is successfully completed and there is sufficient interest to proceed, Sahalee will use its best efforts to provide water service therein as soon as possible, through the use of Utility Local Improvement Districts, developer extension agreements, and/or water service agreements, as may be reasonably practical and economical under the circumstances.

3. Provision of Service by WD 82. Upon annexation by Sahalee of the East Sammamish Service Area or a part thereof, and pending the ability of Sahalee to directly supply services to such area, to the extent practical and feasible for all parties, WD 82 agrees to provide water to Sahalee within this area at a reasonable cost on terms to be agreed upon. Neither District shall provide water or sewer service across the common boundary lines to the service area of the other without the prior written consent of such District.

4. Interties. To enhance the reliability of service to the present and future customers of the respective Districts and to enable the potential joint-use of facilities, each District agrees to cooperate in the planning and construction of hydraulically compatible interties at the locations listed in Exhibit B hereto.

5. Planning. Each District agrees to cooperate in the planning, construction and use of source, storage and transmission facilities consistent with the best interests of its present and future ratepayers. Each District further agrees to amend its comprehensive water system plan to provide for the development of water system facilities which are mutually compatible with and complementary to the facilities of each system.

6. Actions Before Government Agencies. WD 82 agrees to immediately amend its Notice of Intent to the Boundary Review Board regarding the provision of services to the East Sammamish Service Area to coincide with agreed boundaries set forth in paragraph 1 above and to withdraw any protests or objections filed with any government agency concerning Sahalee's Comprehensive Water System Plan. Sahalee agrees to support WD 82's above referenced Notice of Intent as amended and to not protest any other actions of WD 82 now pending with the Boundary Review Board. Both parties agree to cooperate in support of the actions contemplated herein before the appropriate government agencies.

7. Effective Date; Boundary Review Board. This Agreement shall become effective on its adoption and approval by resolution of the respective Boards of Commissioners of Sahalee and WD 82, and a copy hereof shall be delivered to the King County Boundary Review Board for its consideration in establishing and maintaining a common boundary line between said Districts as set forth herein.

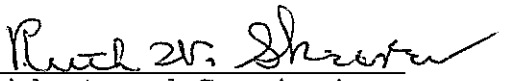
DATED this 22 day of Oct, 1982.


SAHALEE SEWER DISTRICT OF
KING COUNTY, WASHINGTON


President and Commissioner


Secretary and Commissioner

KING COUNTY WATER AND
SEWER DISTRICT NO. 82


President and Commissioner

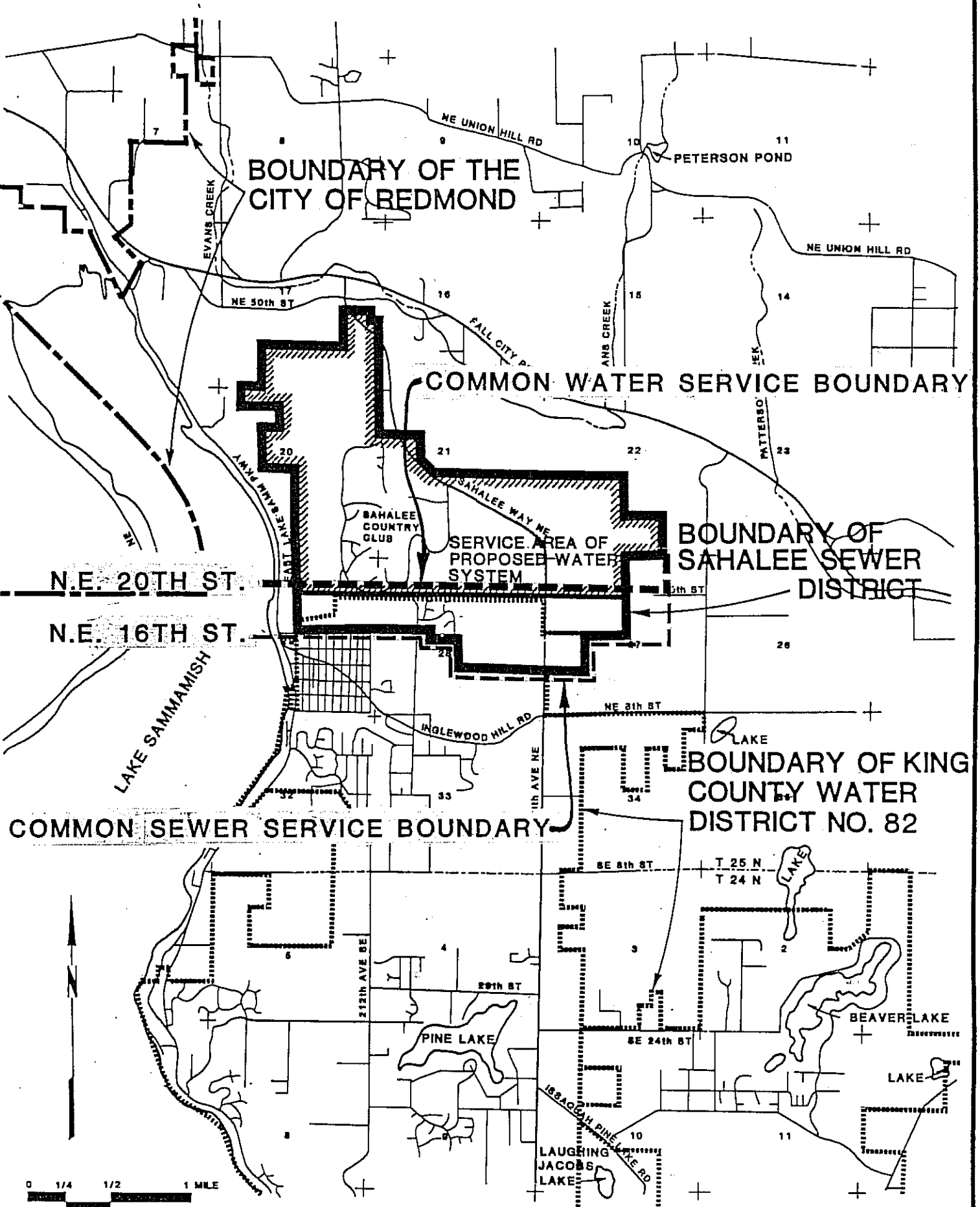

Secretary and Commissioner

Commissioner

Approved by the Sahalee Sewer
District Board of Commissioners
by Resolution No. 607,
dated October 18, 1982

Commissioner

Approved by the Water
District No. 82 Board
of Commissioners by
Resolution No. A-482,
dated October 18, 1982



SAHALEE SEWER DISTRICT - K.C. WATER & SEWER DISTRICT NO. 82

SERVICE AREA AGREEMENT

EXHIBIT

A

VICINITY MAP

EXHIBIT B

The following are proposed locations to be investigated for interties between the Systems of the Sahalee Sewer District and King County Water and Sewer District No. 82:

- 1) East Lake Sammamish Parkway N.E. at N.E. 20th Street;
- 2) 228th Avenue N.E. at N.E. 20th Street;
- 3) 216th Avenue N.E. at N.E. 20th Street;
- 4) 211th Place N.E. extension at N.E. 20th Street
(South Boundary of Sahalee Storage Site and
North Boundary of Plat of Shannonwood).

Other or alternate locations will be considered on the basis of joint planning efforts. Each District shall be responsible for pipeline construction to the point of intertie and share equally in the control and metering provisions as required.

INTERLOCAL AGREEMENT FOR THE INGLEWOOD BASIN/
NORTHLAKE SAMMAMISH INTERCEPTOR SEWER STUDY

This Agreement is made by and between King County Water and Sewer District No. 82., a municipal corporation, hereinafter referred to as Water District No. 82. or District 82., and North East Sammamish Sewer and Water District, a municipal corporation, hereinafter referred to as N. E. Sammamish.

W I T N E S S E T H :

WHEREAS, District 82. and N. E. Sammamish are municipal corporations providing sewer service to customers within portions of their respective service areas and both parties have adopted and amended from time to time comprehensive sewer (waste water) system plans for their respective service areas, which plans provide a basis for the collection and discharge of sewer waste water to meet the present and anticipated growth in their service areas, and

WHEREAS, Both parties anticipate the need for sewer service in that area commonly referred to as The Inglewood Basin and Transmission Facilities for The North Lake Sammamish area, and

WHEREAS, RH2 Engineering has presented to The Boards of Commissioners of both parties a detailed engineering proposal for The Inglewood Basin/North Lake Sammamish Interception Sewer Study, together with an estimated project cost of \$89,000.00, and

WHEREAS, Both parties agree that the proposed sewer study will be of mutual benefit and complementary to their respective existing comprehensive sewer system plans, and

WHEREAS, Both parties agree to cooperate in the planning, construction and use of sewer collection and transmission facilities consistent with the best interests of their present and future rate payers and to provide for the development of sewer collection and transmission systems which are mutually compatible with and complementary to the facilities of each party, and

WHEREAS, A number of property owners within the proposed study area have expressed a desire and need for sewer service to their properties, but such properties are not presently served by either party.

NOW THEREFORE, THE PARTIES hereto do hereby agree as follows:

1. Purpose:

The purpose of this Interlocal Agreement is to study the Inglewood Basin area and the North Lake Sammamish area for sewer service.

The RH2 Engineering proposal and contract which includes the scope of work for the study, is attached hereto as Exhibit A., and incorporated herein in full by this reference.

2. Engineering Proposal/Contract:

On the 17th day of December, 1984, The Board of Commissioners of District 82. did approve; and on the _____ day of December, 1984, The Board of Commissioners of N. E. Sammamish did approve that certain RH2 Engineering proposal and contract for the study (Exhibit A.).

3. Allocation and Payment for Study Costs:

The parties agree to share the cost and expense of the study equally: provided however after the study has been completed and approved by both parties there shall be a cost and expense adjustment based upon the actual areas within each parties service area which can be served by the transmission and collector lines developed by the study.

This adjustment shall be made, if required, within 90 days, after the completion of the study by RH2 Engineering.

4. Third Party Contributions:

Any monetary contributions to either party from interested owners/developers within the study areas will be used by the parties to assist in paying for the study.

The owner developer contributions will be credited to the party within whose service area the owner developer property lies.

5. Review Committee:

A. The parties agree to forthwith establish a joint committee for review of the engineering study in its various stages.

The Review Committee shall be composed of one Commissioner from the Board of each of the parties. Each of the parties shall appoint one member and one alternate to the Review Committee, and may recall him and appoint another in his place at any time. The Board may by unanimous vote of all of its members adopt rules of procedure governing its operation. Meetings of the Review Committee, other than regularly scheduled meetings, may be called by either member on written notice sent by certified mail at least three days before the date of meeting.

B. The Powers and Duties of The Review Board shall be as follows:

(i) The Review Committee shall have general supervision of the engineering study and shall meet and consult with RH2 Engineering concerning the study in its various stages of completion.

(ii) From time to time as determined by the review committee, committee members and RH2 Engineering, shall meet with the Board of Commissioners of the parties for the purpose of reporting on the progress of the engineering study and for receiving instructions and recommendations.

(iii) The review committee shall have the power to recommend approval of the engineering study in its various stages: to review and recommend approval of vouchers for payment to the engineers on a regularly scheduled basis; to determine the timing of the various stages for completion of the project and to in general, assist the Board of Commissioners of both parties in the evaluation of the work performed.

C. Regularly Scheduled Meetings:

RH2 Engineering shall call four meetings of The Review Board at approximately quarterly intervals during the course of the study, with the fourth meeting being at the conclusion of the study.

6. Miscellaneous:

- A. Successors. This Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto.
- B. Time. Time is of the essence in this Agreement.

7. Approvals:

Each party shall approve the acceptance and adoption of the terms and conditions hereof by resolution and provide the other party with a certified copy of the same. Each party represents to the other that it has the full power and authority to enter into this agreement and to bind itself to and to perform each and every term, covenant and condition herein, and that to do so will not violate any other agreement, contract, resolution or bond covenant of the respective Districts.

8. Disputes:

Any dispute arising hereunder shall be determined in accordance with the following terms:

- A. Arbitration. In the event of a dispute arising between District B2, and N. E. Sammamish as to any term, condition, covenant, duty or obligation hereunder, or the interpretation or construction of any clause or term hereof, all such questions shall be submitted to arbitration under the procedures of The American Arbitration Association.
- B. Costs and Attorneys Fees. In the event it is necessary for either party to obtain the services of counsel to enforce any term hereof, the unsuccessful party in such dispute as determined by the arbitrator, shall pay to other party all of the other parties costs and reasonable attorneys fees, including the costs of depositions and expert witnesses, incurred in such dispute. For the purpose of this subparagraph, actual attorneys fees shall be presumed to be reasonable, however, such presumption is rebuttable.

9. Scope of Agreement:

The scope of this Agreement is expressly limited to the development of a sewer plan for the areas designated in the scope of work and shall not be construed to impose any obligation on either party not expressly required to carry out the terms of this Agreement.

10. Effective Date:

The effective date of this Agreement is the _____ day of _____, 198____.

APPROVED BY RESOLUTION NO.

A-617, dated 5/6/85.

BY: *Rachia Louch*
COMMISSIONER

APPROVED BY RESOLUTION NO.

_____, dated _____.

KING COUNTY WATER DISTRICT NO. B2.

BY: *Rueh H. Shearer*
President and Commissioner
(pre test)

BY: *Rachia Louch*
Secretary and Commissioner
pre test -

NORTH EAST SAMMAMISH SEWER AND WATER DISTRICT

BY: *James H. Brazil*
President and Commissioner

BY: *Walter ...*
Secretary and Commissioner

INTERLOCAL SEWER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of ^{May} April, 1983, between Northeast Sammamish Sewer and Water District of King County, Washington ("N.E.S.S.W.D."), a municipal corporation, and King County Water District Number 82 ("W.D. 82"), a municipal corporation,

WITNESSETH:

WHEREAS both N.E.S.S.W.D. and W.D. 82 are empowered by State law to provide sewer service within and about their respective boundaries, and are further authorized to enter into cooperative agreements; and Wick Homes, Inc., ("Owner") has requested N.E.S.S.W.D. to provide sewer service to its preliminary plat consisting of 177 lots known as Demery Hill which is located within the boundaries of W.D. 82 as legally described in Exhibit A attached hereto and by this reference incorporated herein ("Property"); however, W.D. 82 has no sewer facilities to provide the needed service. The Property can be served by N.E.S.S.W.D. by gravity and N.E.S.S.W.D. has entered in a Special Sewer Service Agreement with Owner and others owning property within the boundaries of N.E.S.S.W.D. to provide financing for construction to expand the capacity of N.E.S.S.W.D.'s sewer system. N.E.S.S.W.D., in addition, has provided Owner with a Certificate of Availability of Sewer Service, subject to conditions; and

WHEREAS Owner has requested that N.E.S.S.W.D. enter into a Developer Extension Agreement for the construction of sewer facilities to serve the Property, the costs of which will be paid by Owner; and WHEREAS both parties are desirous, where possible and convenient, to mutually assist one another and to make provisions for permanent sewer service to said plat by N.E.S.S.W.D. to provide permanent sewer service to the Property, now, therefore,

IN CONSIDERATION of the premises and mutual covenants and agreements herein set forth, the parties agree as follows:

1.0 The Parties.

1.1 N.E.S.S.W.D. N.E.S.S.W.D. is a municipal corporation organized and existing under and by virtue of the laws of the State of Washington, with principal place of business in King County, Washington. The execution and delivery and performance of this Agreement has been duly authorized by resolution of the Board of Commissioners as hereinafter set forth. N.E.S.S.W.D. provides both water and sewer services to customers both within and without the N.E.S.S.W.D. boundaries and is adjacent to the boundaries of W.D. 82.

1.2 W.D. 82. W.D. 82 is a municipal corporation organized and existing under and by virtue of the laws of the State of Washington, with principal place of business in King County, Washington. The execution, delivery and performance of this Agreement has been duly authorized by resolution of the Board of Commissioners as hereinafter set forth. W.D. 82 provides both water and sewer services to customers both within and without W.D. 82 boundaries, which boundaries lie generally to the south of the boundaries of N.E.S.S.W.D.

2.0 Consent for Permanent Sewer Service. W.D. 82 hereby agrees and consents to the provision of permanent sewer service by N.E.S.S.W.D. to the Property in accordance with the following conditions:

2.1 Power and Authority. N.E.S.S.W.D. shall have the full power and authority to provide such sewer service in accordance with the Revised Code of Washington, and particularly R.C.W. Chapter 56.

2.2 Construction, Ownership and Maintenance of Facilities. N.E.S.S.W.D. shall have as the full authority to construct such improvements as are necessary to provide such service, at its sole cost and expense, and without any obligation of any kind on the part of W.D. 82 to participate in any way in such construction or to pay the cost hereof. N.E.S.S.W.D. shall be the owner of all such improvements constructed by it, and shall be solely responsible for the maintenance, repairs, improvements and replacements to such system.

2.3 Sewer Service. N.E.S.S.W.D. shall have the full right and authority to provide sewer service in and to such Property and to enter into agreements therefor with the owner or owners thereof. Any costs, fees or charges imposed and/or collected by N.E.S.S.W.D. shall be the sole property of N.E.S.S.W.D.

3.0 Billing/Collection of Charges.

3.1 Customers. All present and future owners of property within the Plat of Demery Hill shall be customers of N.E.S.S.W.D. for purposes of receiving sewer service and shall be subject to N.E.S.S.W.D.'s resolutions and regulations in respect to the payment of sewer charges and all other N.E.S.S.W.D. procedures. Said customers shall remain customers of W.D. 82 for purposes of water service.

4.0 Interests. Neither party shall by virtue of this Agreement acquire any proprietary or governmental interest in the sewage system, sewer lines, water system, or water lines of the other party. Each party shall be solely responsible for the control, operation and maintenance of its own system of sewage and water collection.

7.0 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, nor shall a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

9.0 Term. This Agreement shall remain in full force and effect from the date hereof for a date of thirty (30) years subject to the right of renewal prior to expiration of the initial term by either party for an additional thirty (30) years and shall terminate on the expiration of the initial term unless so extended.

10.0 Entire Agreement; Assignment; Binding Effect. This Agreement sets forth all terms and conditions of the parties agreement concerning the subject matter set forth herein, and there are no agreements, terms and conditions or representations made by either party to the other except as set forth herein. This Agreement shall run with the land and be binding upon the parties' successors and assigns.

11.0 Exhibits. Exhibit A referred to in this Agreement is hereby incorporated by this reference as if set forth in full herein.

12.0 Recording of Certificate. N.E.S.S.W.D. shall be empowered to record a certificate with the King County Recorder providing notice in the public record to purchasers of lots within the Property and all others of the existence of this Agreement.

Dated and signed at Issaquah, Washington, this 6th day of ^{May} April, 1985.

NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT
BOARD OF COMMISSIONERS

By: James L. Brazil
President and Commissioner James Brazil

By: Richard Peterson
Secretary and Commissioner Richard Peterson

Approved by Resolution Number A-618, adopted 5/6/85.

WATER DISTRICT NUMBER 82
BOARD OF COMMISSIONERS

By: Richard Peterson
President and Commissioner

By: Richard Peterson
Secretary and Commissioner

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9th day of May, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James Brazil and Richard Peterson, to me known to be the President and Commissioner, and Secretary and Commissioner, respectively, of Northeast Sammamish Sewer and Water District of King County, Washington, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

John C. Tom
Notary Public for the State of Washington,
residing at Issaquah

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7 day of May, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert A. Norn and Paul W. Shaver to me known to be the President and Commissioner, and Secretary and Commissioner, respectively, of Water District Number 82 of King County, Washington, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Margaret J. Korman
Notary Public in and for the State of Washington,
residing at Bellevue.

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 2070

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING TRANSFER OF FIVE ACRES FROM SAMMAMISH PLATEAU WATER AND SEWER DISTRICT TO NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT.

WHEREAS, Camwest Development owns and has proposed development of a fifteen acre area as a single family plat known as Cedar Park; and

WHEREAS, five acres of the fifteen acre area are located within the Corporate Boundaries of the Sammamish Plateau Water and Sewer District ("Sammamish Plateau"), and the other ten acres are located within the Northeast Sammamish Sewer and Water District ("Northeast Sammamish") Service Area; and


WHEREAS, Camwest Development has petitioned the Boards of Sammamish Plateau and Northeast Sammamish pursuant to RCW 56.32.160 and RCW 57.32.160 to have the five acres currently located within the Sammamish Plateau Corporate Boundary transferred to Northeast Sammamish and water and sewer service provided to the development by Northeast Sammamish; now, therefore,

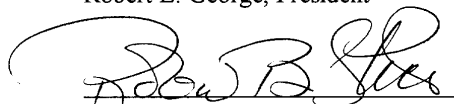
BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, that the transfer of certain real property within the District's corporate boundaries legally described as follows:

The West Half of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 27, Township 25 North, Range 6 East, W.M., located in King County, Washington,

from Sammamish Plateau Water and Sewer District to Northeast Sammamish Sewer and Water District for the extension of sewer and water service to the above described property is hereby approved.

ADOPTED at a regular open public meeting of the Board of Commissioners, Sammamish Plateau Water & Sewer District, King County, Washington, held on the 10th day of February 1997.


Robert E. George, President

 Feb 10, 1997
Robin B. Stice, Secretary


Gifford W. Miller, Commissioner

**SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 2332

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING TRANSFER OF ELEVEN AND ONE HALF ACRES FROM SAMMAMISH PLATEAU WATER AND SEWER DISTRICT SEWER SERVICE AREA TO NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT.FOR SEWER SERVICE

WHEREAS, Philip Sheckler owns one and one half acres, J. G. Martineau and C. Martineau own five acres, and William A. Looney owns five acres (known collectively as "Property Owners and the Property"); and

WHEREAS, the Property is located within the Corporate Boundaries and Water and Sewer Service Areas of the Sammamish Plateau Water and Sewer District ("Sammamish Plateau"), and the Property is located adjacent to the Corporate Boundaries and the Sewer Service Area of the Northeast Sammamish Sewer and Water District ("Northeast Sammamish"); and

WHEREAS, Sammamish Plateau does not currently have sewer service available in the vicinity of the Property, and Northeast Sammamish does currently have sewer service available in the vicinity of the Property and therefore it is appropriate that Northeast Sammamish provide sewer service to the Property and that the Property be transferred to Northeast Sammamish for that purpose; provided however the Property will remain within the Sammamish Plateau Water Service Area; and

WHEREAS, the Property Owners have petitioned the Boards of Sammamish Plateau and Northeast Sammamish pursuant to RCW 57.32.160 to have the Property transferred from the Sammamish Plateau Sewer Service Area to Northeast Sammamish Sewer Service Area and sewer service be provided to the Property by Northeast Sammamish; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Sammamish Plateau Water and Sewer District, King County, Washington, as follows:


1. The transfer of the Property legally described below from Sammamish Plateau's Sewer Service Area to Northeast Sammamish's Sewer Service Area for the provision of sewer service to the Property is hereby approved:

Portions of the east half of the east half of the southwest quarter of section 28, township 25 north, range 6 east, W.M., in King County, Washington described as follows:
Beginning at the point on the east line of said subdivision 661.34 feet north of the southeast corner: Thence North along said east line 661.34 feet; Thence West parallel with South line of said subdivision 639 feet to the east line of county road; Thence South along said road line 661.34 feet; Thence East parallel with the South line of said subdivision 639 feet to the point of beginning. (Also known as Tracts 27 and 28, Burke and Farrar's Kirkland Addition Division No. 17, according to the unrecorded plat, less County Road.)

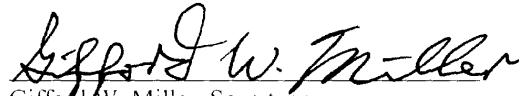
Together with the east 390 feet of the north half of the east half of the south half of the north half of the northeast quarter of the southwest quarter of Section 28, Township 25 North, Range 6 East, WM, King County, Washington. Also known as Lot "B" of King County Boundary Line Adjustment No. L97L0106 Rec. No. 9709029010. Also known as, the east 390 Ft of the north half of Tract 31, Burke and Farrar's Kirkland Addition Division No. 17, unrecorded.

- District staff are hereby authorized and directed to provide a copy of this Resolution to the King County Council and any other governmental agency as required by RCW 57.32.160.

ADOPTED by the Board of Commissioners of the Sammamish Plateau Water and Sewer District, King County, Washington, at the regular open public meeting thereof held on the 17th day of August, 1998.



Robin B. Stice, President



Gifford W. Miller, Secretary



Robert E. George, Commissioner

**SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 2436

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING TRANSFER OF FIVE ACRES FROM SAMMAMISH PLATEAU WATER AND SEWER DISTRICT SEWER SERVICE AREA TO NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT.FOR SEWER SERVICE

WHEREAS, James Guse owns five acres (known as “Property Owner and the Property”); and

WHEREAS, the Property is located within the Corporate Boundaries and Water and Sewer Service Areas of the Sammamish Plateau Water and Sewer District (“Sammamish Plateau”), and the Property is located adjacent to the Corporate Boundaries and the Sewer Service Area of the Northeast Sammamish Sewer and Water District (“Northeast Sammamish”); and

WHEREAS, Sammamish Plateau does not currently have sewer service available in the vicinity of the Property, and Northeast Sammamish does currently have sewer service available in the vicinity of the Property and therefore it is appropriate that Northeast Sammamish provide sewer service to the Property and that the Property be transferred to Northeast Sammamish for that purpose; provided however the Property will remain within the Sammamish Plateau Water Service Area; and

WHEREAS, the Property Owner has petitioned the Boards of Sammamish Plateau and Northeast Sammamish pursuant to RCW 57.32.160 to have the Property transferred from the Sammamish Plateau Sewer Service Area to Northeast Sammamish Sewer Service Area and sewer service be provided to the Property by Northeast Sammamish; now, therefore,

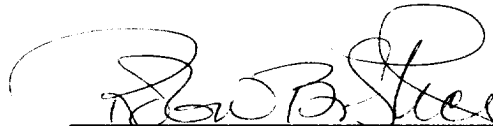
BE IT RESOLVED by the Board of Commissioners of the Sammamish Plateau Water and Sewer District, King County, Washington, as follows:

1. The transfer of the Property legally described below from Sammamish Plateau’s Sewer Service Area to Northeast Sammamish’s Sewer Service Area for the provision of sewer service to the Property is hereby approved:


The south half of the south half of the east half of the northeast quarter of the southwest quarter of section 28, township 25 north, range 6 east, W.M., in King County, Washington. (Also known as Tract 29, Burke and Farrar's Kirkland Addition Division No. 17, according to the unrecorded plat, less County Road.)

2. District staff are hereby authorized and directed to provide a copy of this Resolution to the King County Council and any other governmental agency as required by RCW 57.32.160.

ADOPTED by the Board of Commissioners of the Sammamish Plateau Water and Sewer District, King County, Washington, at the regular open public meeting thereof held on the 19th day of April, 1999.



Robin B. Stice, Commissioner



Robert E. George, Commissioner

, Commissioner

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 2596

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH
PLATEAU WATER AND SEWER DISTRICT, KING COUNTY,
WASHINGTON, AUTHORIZING TRANSFER OF FIVE ACRES FROM
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT TO
NORTHEAST SAMMAMISH SEWER AND WATER DISTRICT.

WHEREAS, James T. Jensen owns and has proposed development of a 2.7 acre area identified as Tax Parcel 222506-9074 as a single family residence; and

WHEREAS, Benny H. Lewis owns and has developed a 2.5 acre area identified as Tax Parcel 272506-9086 as a single family residence; and

WHEREAS, both areas are located within the Corporate Boundaries of the Sammamish Plateau Water and Sewer District (“Sammamish Plateau”); and

WHEREAS, James T. Jensen has petitioned the Boards of Sammamish Plateau and Northeast Sammamish Sewer and Water District (“Northeast Sammamish”) pursuant to RCW 57.32.160 to have the 2.7 acres currently located within the Sammamish Plateau Corporate Boundary transferred to Northeast Sammamish for water and sewer service to be provided to the property by Northeast Sammamish; and

WHEREAS, Benny H. Lewis has petitioned the Boards of Sammamish Plateau and Northeast Sammamish pursuant to RCW 57.32.160 to have the 2.5 acres currently located within the Sammamish Plateau Corporate Boundary transferred to Northeast Sammamish for sewer service to be provided to the property by Northeast Sammamish; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, that the transfer of certain real property within the District’s corporate boundaries as follows:

1. Tax Parcel 222506-9074 legally described as
Beginning at the Southeast corner of the Southeast Quarter of Section 22,
Township 25 North, Range 6 East, W.M.; thence west along said south line of
said section 831.84 feet to the true point of beginning; thence N02°05’09”E
416.94 feet; thence N89°38’03”W 286.45 feet; thence S01°19’05”W 416.94 feet;

Resolution No.

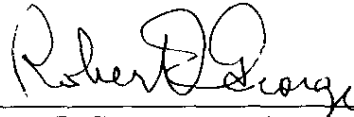
thence S89°38'03"E 218.84 feet to true point of beginning, situated in King County, Washington,

from Sammamish Plateau Water and Sewer District to Northeast Sammamish Sewer and Water District for the extension of sewer and water service to the above described property is hereby approved.

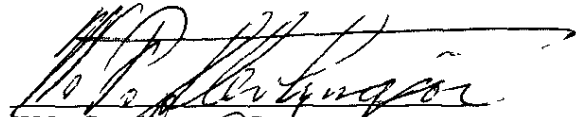
2. Tax Parcel 272506-9086 legally described as
The Northwest Quarter of the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 27, Township 25 North, Range 6 East, W.M., situated in King County, Washington,

from Sammamish Plateau Water and Sewer District to Northeast Sammamish Sewer and Water District for the extension of sewer service to the above described property is hereby approved.

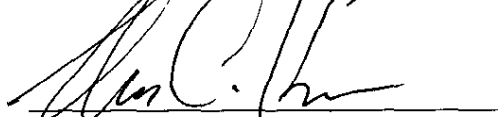
ADOPTED at a regular open public meeting of the Board of Commissioners, Sammamish Plateau Water & Sewer District, King County, Washington, held on the 15th day of May 2000.



Robert E. George, President



W.F. Steinhilber, Secretary



Thomas C. Harman, Commissioner

Resolution No.

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 3104

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH
PLATEAU WATER AND SEWER DISTRICT, KING COUNTY,
WASHINGTON, AUTHORIZING THE TRANSFER OF CERTAIN
PROPERTY WITHIN THE NORTHEAST SAMMAMISH SEWER AND
WATER DISTRICT CORPORATE BOUNDARY TO SAMMAMISH
PLATEAU WATER AND SEWER DISTRICT

WHEREAS, Steve Burnstead Construction Company (the "Developer") owns and has proposed development of a 39.6 acre area as a single-family residential plat known as Llama Landing Division 1 (the "Project").

WHEREAS, five acres of the 39.6 acre area are located within the corporate boundaries of Northeast Sammamish Sewer and Water District ("NESSWD"), and the other 34.6 acres are located within the Sammamish Plateau Water and Sewer District ("SPWSD") Service Area; the five acre portion legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS; the Developer has petitioned the Boards of NESSWD and SPWSD pursuant to RCW 57.32.160 to have the Property transferred to SPWSD and sewer service provided to the entire Project by SPWSD; now therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The SPWSD Board of Commissioners finds that the Property can be better served by SPWSD if the Property is transferred to SPWSD and sewer utility service is provided on a comprehensive basis to the entire Project.

2. The transfer of the Property from the NESSWD corporate boundary to the SPWSD corporate boundary is hereby approved subject to and effective upon the approval of the transfer by King County pursuant to RCW 57.02.040 and by the King County Boundary Review Board pursuant to RCW 57.02.045 and Chapter 36.93 RCW.

Resolution No.

ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 3rd day of November 2003.

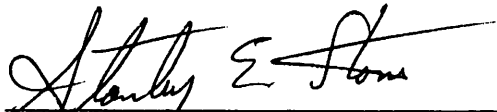
***Individual Commissioner's
Vote on this Resolution:***

Approved: ✓
Opposed: _____
Abstained: _____
Absent: _____

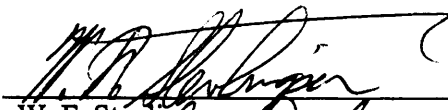
Approved: ✓
Opposed: _____
Abstained: _____
Absent: _____

Approved: ✓
Opposed: _____
Abstained: _____
Absent: _____


Approved: ✓
Opposed: _____
Abstained: _____
Absent: _____



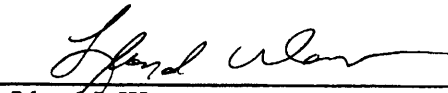
Stanley E. Stone
President and Commissioner



W. F. Steinhilber
Vice President and Commissioner



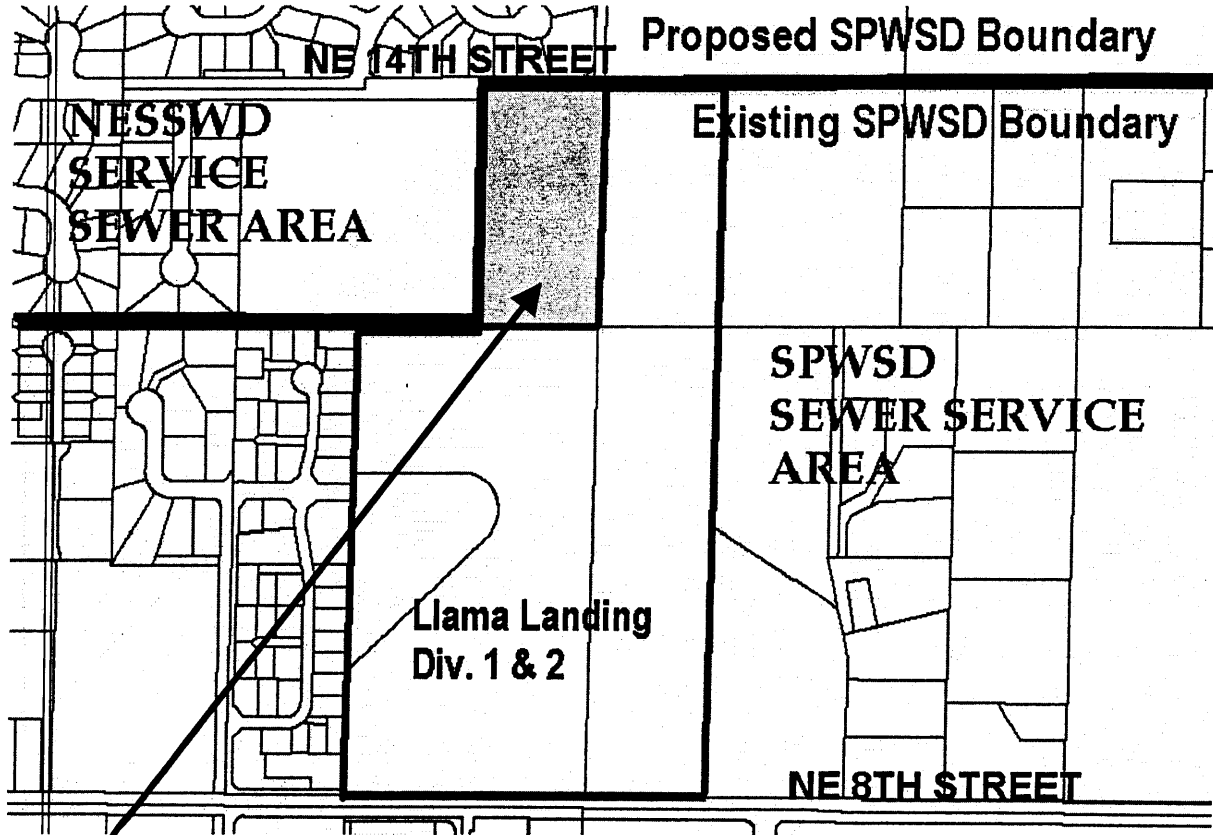
Thomas C. Harman
Secretary and Commissioner



Lloyd J. Warren
Commissioner

Resolution No. 3104

EXHIBIT "A"



Legal Description:

The East ½ of the SE ¼ of the NE ¼ of the SW ¼ of SEC 27-25-6.

Resolution No.

