

SILVER LAKE WATER DISTRICT - ALDERWOOD WATER DISTRICT  
AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT made as of this 23<sup>rd</sup> day of  
MAY, 1985, between the Silver Lake Water District,  
a municipal corporation of the State of Washington, hereinafter  
referred to as "SILVER LAKE" and the Alderwood Water District, a  
municipal corporation of the State of Washington, hereinafter  
referred to as "ALDERWOOD";

W I T N E S S E T H:

WHEREAS, SILVER LAKE and ALDERWOOD have entered into  
long-term agreements for sewage disposal with the City of Everett,  
hereinafter referred to as "EVERETT"; and

WHEREAS, a portion of SILVER LAKE'S service area lying  
West of Highway I-5 and North of ALDERWOOD'S boundary can best be  
serviced by gravity sewers into ALDERWOOD'S system; and

WHEREAS, SILVER LAKE'S Agreement with EVERETT allows  
SILVER LAKE to discharge sewage in other flow directions upon  
appropriate notification to EVERETT; and

WHEREAS, ALDERWOOD owns and operates sanitary sewer  
facilities which are so located and have adequate capacity to  
serve the aforementioned portion of SILVER LAKE'S service area  
without the need for the construction of a lift station; and

WHEREAS, SILVER LAKE desires to deliver sanitary sewage  
collected in the aforementioned portion of SILVER LAKE'S service  
area to ALDERWOOD for transmission to EVERETT for treatment and  
disposal in accordance with the SILVER LAKE-EVERETT Agreement  
Amendment dated January 23, 1985; and

WHEREAS, ALDERWOOD desires to transmit sanitary sewage  
collected from SILVER LAKE from the aforementioned portion of  
SILVER LAKE'S service area for treatment and disposal in accor-  
dance with the ALDERWOOD-EVERETT Agreement dated December 30, 1981;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I.

All deliveries of sewage collected by SILVER LAKE and delivered to ALDERWOOD'S existing facilities for transmittal by ALDERWOOD to EVERETT from within SILVER LAKE'S service area as shown on Exhibit "A" attached hereto, shall be accepted by ALDERWOOD pursuant to the terms, conditions and limitations in this Agreement.

II.

ALDERWOOD shall transmit sewage received from SILVER LAKE'S service area as shown in Exhibit "A" to EVERETT for treatment and disposal pursuant to the terms of this Agreement.

III.

For the disposal of sewage hereafter collected by SILVER LAKE and transmitted by ALDERWOOD to EVERETT, SILVER LAKE will report directly to EVERETT its residential customers and/or residential customer equivalents as provided in its Agreement with EVERETT. No additional monthly service charge shall be paid by SILVER LAKE to ALDERWOOD for the privilege of using ALDERWOOD'S sewer system pursuant to this Agreement.

IV.

In consideration of ALDERWOOD'S transmitting sewage to EVERETT, SILVER LAKE agrees to pay ALDERWOOD a square footage charge based on gross area to cover the cost of the following:

- (1) EVERETT'S capacity charge;
- (2) Downstream ULID area charges; and
- (3) A "wheeling" charge based on ALDERWOOD'S projected expenses during the term of the EVERETT Agreement.

"Gross Area" for the purpose of this Agreement shall mean the following:

- (1) Total area of any future plats subject to this Agreement; or

- (2) For individual residences, the total square footage of the tax parcel the residence is located on; or
- (3) For ULID's to be formed by SILVER LAKE, the total assessed area contained within the ULID.

V.

SILVER LAKE and ALDERWOOD agree that as of the date of this Agreement, those charges are as follow:

Everett Capacity Charge	\$ .035 per sq. ft.
Downstream ULIDs	\$ .055 per sq. ft.
Wheeling Charge	\$ .025 per sq. ft.

As of the date of this Agreement, the square footage charge, computed on the basis of the agreed figures, will be \$0.1150 per square foot. Future increases in the square footage charge will be determined by reference to the percentage increase, if any, in the Seattle-Everett Consumer Price Index for Urban Wage Earners and Clerical Workers computed on an annual basis as of January 1st of each year; said percentage increase to be applied only to the Wheeling Charge component of the square footage charge. Should such Index not be available at some future date, then a comparable Index shall be used.

VI.

The square footage charge is to be collected by SILVER LAKE from property owners within SILVER LAKE'S service area as described on Exhibit "A" as a condition of hooking up to SILVER LAKE'S sewer system. Square footage charges collected by SILVER LAKE are to be paid to ALDERWOOD within thirty (30) days of the date collected by SILVER LAKE.

VII.

For purposes of determining maintenance responsibility, SILVER LAKE and ALDERWOOD shall share any maintenance costs resulting from a sewer blockage in ALDERWOOD'S 8 through 12-inch diameter sanitary sewer facility between SILVER LAKE'S point of connection and ALDERWOOD'S point of connection to EVERETT'S pump station on a

pro-rata basis as determined by the number of residential customer equivalents each has connected to the sewer facility above the point of blockage. If it shall become necessary to repair, reconstruct or replace any portion of ALDERWOOD'S 8 through 12-inch sanitary sewer facility between the EVERETT pump station and any SILVER LAKE customer connection to the sewer facility, SILVER LAKE and ALDERWOOD agree that the same pro-rata formula shall be used to determine each agency's fair share of the costs associated with such repair, reconstruction or replacement. Any such repair, reconstruction or replacement shall be done and/or supervised by ALDERWOOD. Payment for such costs as itemized in this section shall be made by SILVER LAKE within 30 days of billing by ALDERWOOD.

#### VIII.

All local sewers, including side sewers, located within SILVER LAKE'S service area as shown on Exhibit "A" carrying sewage to be delivered to ALDERWOOD shall be constructed, tested and maintained by SILVER LAKE in accordance with the terms of the SILVER LAKE-EVERETT Agreement dated June 16, 1982. SILVER LAKE shall submit engineering plans to ALDERWOOD for approval for public sewer systems proposed to be constructed in the Agreement area at least 60 days prior to construction, and shall notify ALDERWOOD at least seven days prior to beginning actual construction work.

Any connecting sewer facility constructed by SILVER LAKE within the boundaries of ALDERWOOD shall be constructed to ALDERWOOD'S standards. Upon completion and acceptance thereof, such portion of sewer facility within ALDERWOOD'S boundary shall become the property of ALDERWOOD, and ALDERWOOD shall have the right to allow its customers to connect without any payment or reimbursement to SILVER LAKE or its contractor or agent.

#### IX.

Any controversy or claim arising out of or related to this contract or the breach thereof shall be settled by a Board

of three arbitrators, one of whom shall be selected by ALDERWOOD and one by SILVER LAKE and the third selected jointly by the first two, and the parties hereto agree that any decision of the arbitrators shall be binding upon both parties hereto and judgment upon the award rendered may be entered in any court having jurisdiction thereof, all in accordance with Chapter 7.04 RCW. Any costs, expenses and legal fees incurred in arbitration or other legal action shall be awarded to the prevailing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 23<sup>rd</sup> day of MAY, 1985.

SILVER LAKE WATER DISTRICT:

Red Kappeler  
President  
[Signature]  
Commissioner  
Leo Wilson

ATTESTED TO:

By Leo Wilson  
Secretary-Commissioner

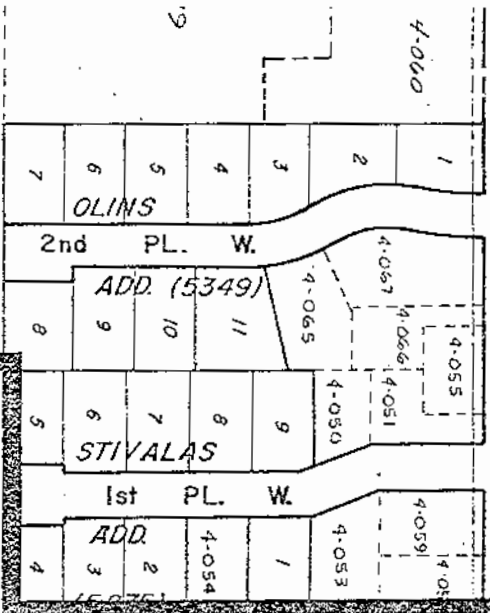
ALDERWOOD WATER DISTRICT:

C.H. Conrad  
President  
[Signature]  
Commissioner  
Ken Colby  
Commissioner

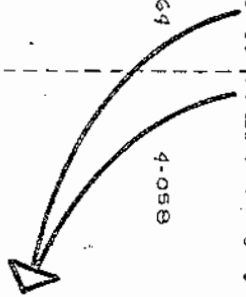
ATTESTED TO:

By Ken Colby  
Acting Secretary-Commissioner

112th ST. S.W. TRANS. MOUNTAIN PIPELINE SILVER LAKE ROAD

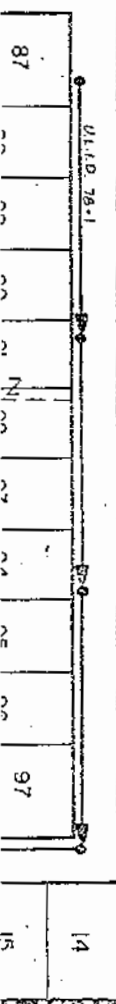
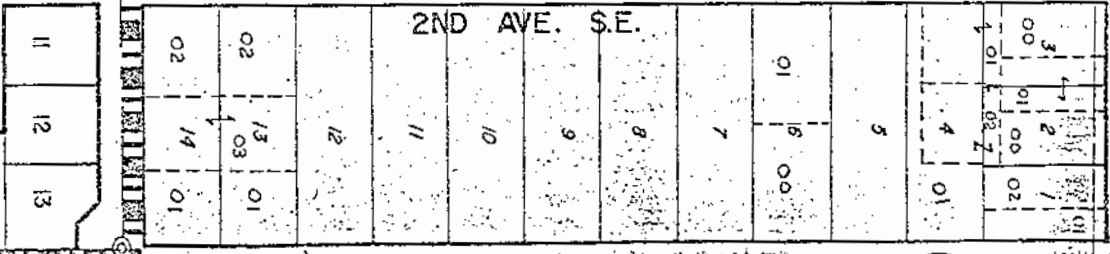
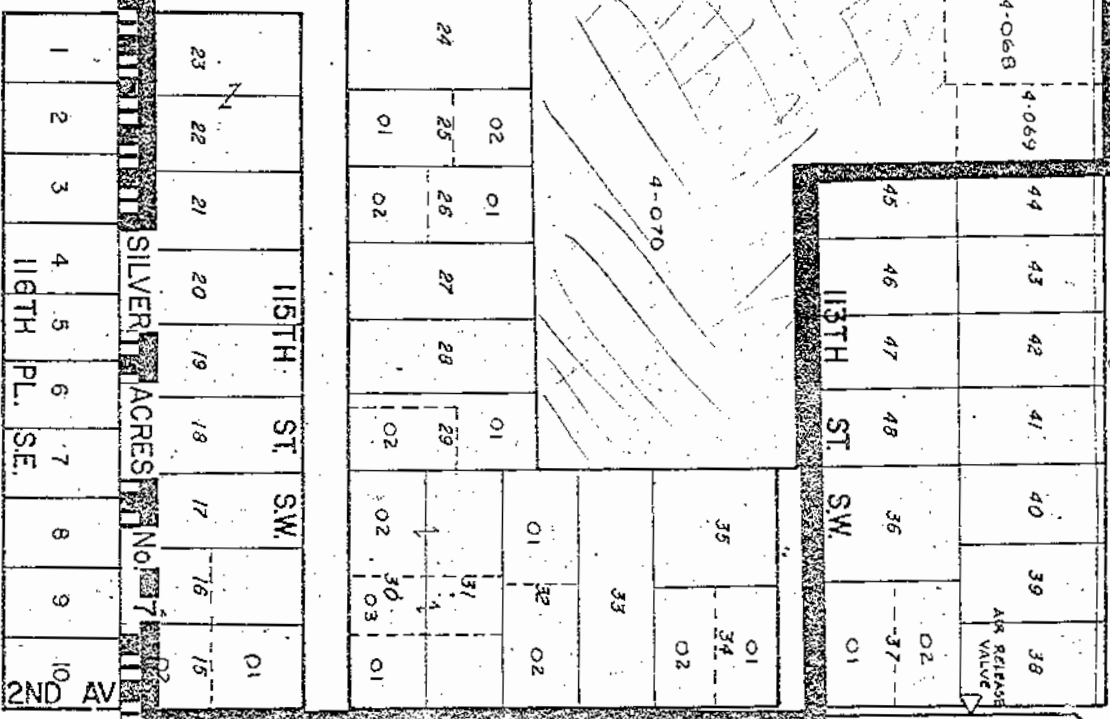


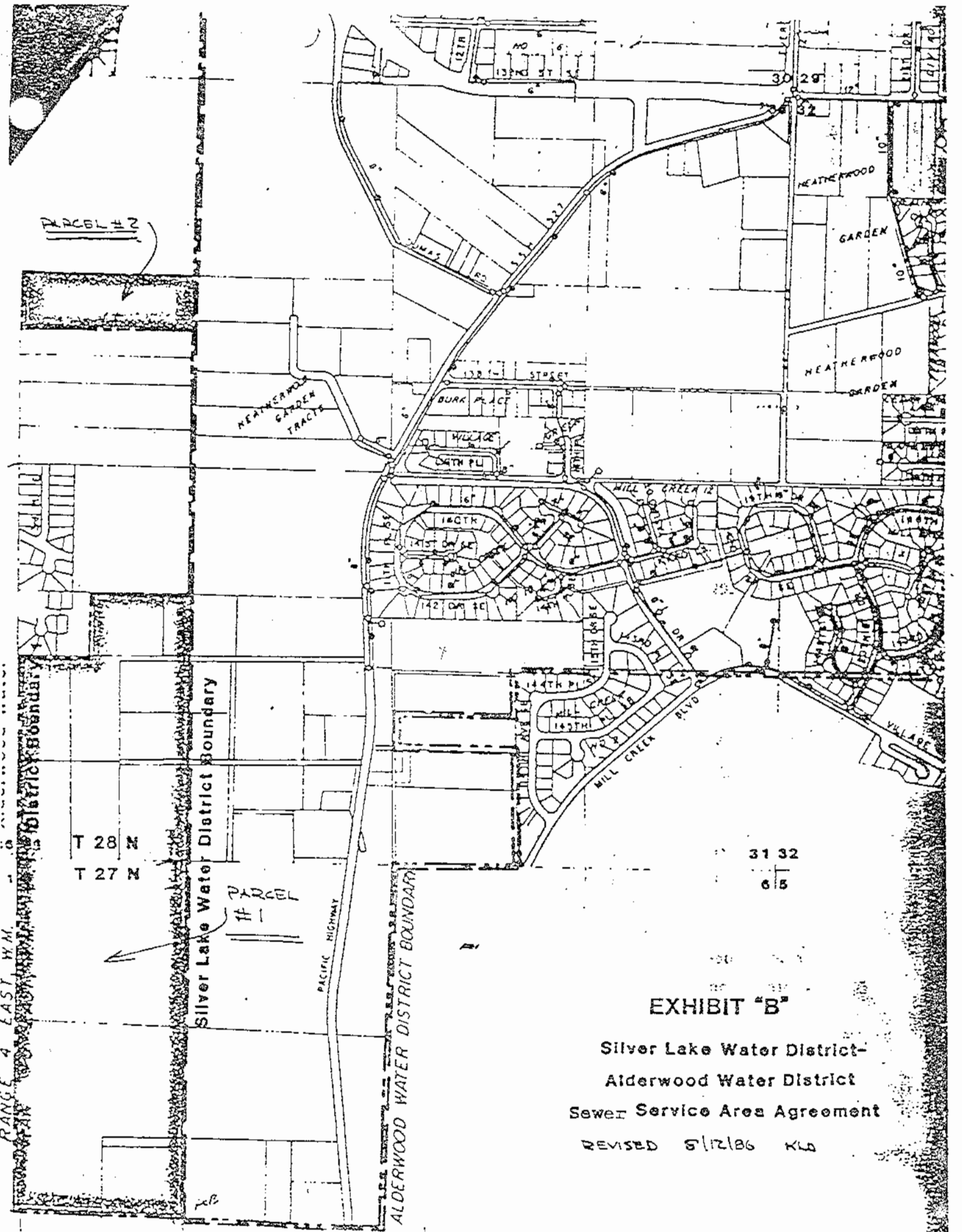
# EXHIBIT "A"



A.W.D. Boundary

116TH ST. S.W.





31 32  
6 5

**EXHIBIT "B"**

Silver Lake Water District-  
Alderwood Water District  
Sewer Service Area Agreement

REVISED 5/12/86 KLB

RANGE 4 EAST WM

T 28 N  
T 27 N

Silver Lake Water District Boundary

ALDERWOOD WATER DISTRICT BOUNDARY

PACIFIC HIGHWAY

PARCEL #1

PARCEL #2

HEATHERWOOD GARDEN TRACTS

HEATHERWOOD GARDEN

HEATHERWOOD GARDEN

HILL & CREEK 12

VILLAGE

7

rb

SILVER LAKE - ALDERWOOD WATER DISTRICT  
AGREEMENT FOR SEWAGE DISPOSAL  
UNANNEXED AREA

Two tracts of land, the boundaries of which are more particularly described as follows:

PARCEL NO. 1:

BEGINNING AT THE S.E. CORNER OF THE WEST 1/2 OF THE N.W. 1/4 OF SECTION 6, T 27 N, R 5 E, W.M.;

THENCE WESTERLY, IN AND ALONG THE SOUTH LINE OF SAID WEST 1/2 TO THE S.W. CORNER THEREOF, WHICH IS ALSO IN THE WEST LINE OF SAID SECTION 6;

THENCE NORTHERLY, IN AND ALONG THE WEST LINE OF SAID SECTION 6, TO THE N.W. CORNER THEREOF, WHICH POINT IS IN THE WEST LINE OF SECTION 31, T 28 N, R 5 E, W.M.; AND IS ALSO THE S.W. CORNER OF SAID SECTION 31;

THENCE NORTHERLY, IN AND ALONG THE WEST LINE OF SAID SECTION 31 TO THE NORTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 31;

THENCE EASTERLY, IN AND ALONG SAID NORTH LINE TO A POINT WHICH IS 480 FEET, MORE OR LESS, FROM THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY, IN AND ALONG A LINE WHICH IS 480 FEET, MORE OR LESS, EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 31, TO A POINT WHICH IS 440 FEET, MORE OR LESS, FROM SAID NORTH LINE;

THENCE EASTERLY, IN AND ALONG A LINE WHICH IS 440 FEET, MORE OR LESS, NORTHERLY OF AND PARALLEL TO THE NORTH LINE OF THE S.W. 1/4 OF THE S.W. 1/4 OF SAID SECTION 31 TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 31;

THENCE SOUTHERLY, IN AND ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 31, TO A POINT IN THE SOUTH LINE OF SAID SECTION 31, WHICH POINT IS ALSO THE N.E. CORNER OF THE W 1/2 OF THE N.W. 1/4 OF SECTION 6, T 27 N, R 5 E, W.M.;

THENCE SOUTHERLY, IN AND ALONG THE EAST LINE OF SAID W 1/2 OF SAID NW 1/4 TO THE S.E. CORNER THEREOF AND THE TRUE POINT OF BEGINNING.

AGREEMENT FOR SEWAGE DISPOSAL - Continued

PARCEL NO. 2:

BEGINNING AT THE N.E. CORNER OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 31; T 28 N, R 5 E, W.M.;

THENCE SOUTHERLY, IN AND ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 560 FEET MORE OR LESS;

THENCE WESTERLY, IN AND ALONG A LINE WHICH IS 560 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SAID SUBDIVISION, TO A POINT IN THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY, IN AND ALONG THE WEST LINE OF SAID SECTION 31 A DISTANCE OF 560 FEET MORE OR LESS TO THE N.W. CORNER OF THE S.W. 1/4 OF THE N.W. 1/4 OF SAID SECTION 31;

THENCE EASTERLY, IN AND ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE N.E. CORNER THEREOF AND THE TRUE POINT OF BEGINNING.

SILVER LAKE/ALDERWOOD  
PROPOSED AMENDMENT  
TO THE  
SEWER SERVICE AGREEMENT

ADDITIONAL SERVICE AREA

Beginning at a point in the south line of the N. 1/2 of the S. 1/2 of Section 31, T. 28 N., R. 5 E., W.M.; which point is also the N.W. corner of the S.W. 1/4 of the S.E. 1/4 of said Section 31;

Thence easterly, in and along the north line of said S.W. 1/4 of the S.E. 1/4 a distance of 825 feet more or less;

Thence southerly, in and along a line which is 825 feet more or less west of and parallel to the west line of said S.W. 1/4 of the S.E. 1/4 a distance of 292 feet more or less;

Thence westerly, in and along a line which is 292 feet more or less south of and parallel to the north line of said S.W. 1/4 of the S.E. 1/4 to the west line thereof;

Thence southerly, in and along the west line of said S.E. 1/4 of the S.W. 1/4 to a point which is 538 feet more or less south of the N.W. corner of said S.W. 1/4 of the S.E. 1/4;

Thence easterly, in and along a line which is 538 feet more or less south of and parallel to the north line of said S.W. 1/4 of the S.E. 1/4 to a point which is 828 feet more or less east of the west line of said S.W. 1/4 of the S.E. 1/4;

Thence southerly, in and along a line which is 828 feet more or less easterly of and parallel to the west line of said S.W. 1/4 of the S.E. 1/4 to the south line of said Section 31;

**PROPOSED SEWER SERVICE AGREEMENT - Continued**

Thence westerly, in and along the south line of said Section 31 to the S.W. corner of the S.W. 1/4 of the S.E. 1/4 thereof, which point is also the N.E. corner of the N.W. 1/4 of Section 6, T. 27 N., R. 5 E., W.M.;

Thence southerly, in and along the east line of said N.W. 1/4 to the south line thereof;

Thence westerly, in and along the south line of said N.W. 1/4 to the S.W. corner of the E. 1/2 of said N.W. 1/4;

Thence northerly, in and along the west line of said E. 1/2 of the N.W. 1/4 to the N.W. corner thereof, which point is also the S.W. corner of the E. 1/2 of the W. 1/2 of Section 31, T. 28 N., R. 5 E., W.M.;

Thence northerly, in and along the west line of the E. 1/2 of the W. 1/2 of said Section 31, to a point in the north line of said Section 31, which point is also the S.E. corner of the W. 1/2 of the S.W. 1/4 of Section 30, T. 28 N., R. 5 E., W.M.;

Thence northerly, in and along the east line of said W. 1/2 to the N.E. corner thereof;

Thence westerly, in and along the north line of the S.W. 1/4 of said Section 30, to the west line thereof; which point is also in the east right-of-way line of Interstate 5;

Thence northeasterly, in and along the east right-of-way line of Interstate 5 to the south right-of-way line of Nels Peters Road;

Thence southeasterly and easterly, in and along the south right-of-way line of Nels Peters Road to the west line of the N.E. 1/4 of said Section 30;

Thence southerly, in and along the west line of said N.E. 1/4 to the south line thereof;

PROPOSED SEWER SERVICE AGREEMENT - Continued

Thence easterly, in and along the south line of said N.E. 1/4 to the N.W. corner of the E 1/2 of the S.E. 1/4 of said Section 30;

Thence southerly, in and along the west line of said E. 1/2 of the S.E. 1/4 to south line of said Section 30;

Thence easterly, in and along the south line of said Section 30 to the west right-of-way line of the Bothell - Everett Highway (SSH527);

Thence southwesterly and southerly, in and along the west right-of-way line of SSH527 to the south line of the N. 1/2 of the S. 1/2 of Section 31, T. 28 N., R. 5 E., W.M.;

Thence easterly, in and along the south line of the N. 1/2 of the S. 1/2 of said Section 31 to the N.W. corner of the S.W. 1/4 of the S.E. 1/4 of said Section 31 and the point of beginning.