

AGREEMENT AMENDMENT

THIS AGREEMENT made as of this 23rd day of JANUARY, 1985, between Silver Lake Water District of Snohomish County, a municipal corporation of the State of Washington, hereinafter referred to as the "District," and the City of Everett, a municipal corporation of the State of Washington, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the City and the District have previously entered into an agreement for sewage disposal dated June 16, 1982; and

WHEREAS, the City and the District now wish to amend said agreement to allow additional areas to be served by the District provided that property owners in said areas agree to annex to the City upon being requested to do so;

NOW, THEREFORE, the parties agree:

1. Section III(A) of the June 16, 1982, agreement between the City and the District is hereby amended to read hereafter as follows:

It is agreed that the District may deliver to the City sewage and industrial waste from the existing boundaries of the District or as the District boundaries may be amended provided that the District service area shall exclude all areas within the existing City limits of the City and all areas of the District west of I-5 and ~~east of I-5, the~~ *R.K. Pres.* ~~area~~ north of 100th Street S.E. and west of 35th Avenue S.E. except the S.E. 1/4 of the S.E. 1/4 of the S.E. 1/4 of Section 17, T 28 N, R 5 EWM, as shown on the map attached hereto marked Exhibit B and provided further that within the area west of I-5 subject to written approval of the City the District may provide sewer service, or agree with other districts to provide sewer service, on the condition that customers sign the attached agreement shown in Exhibit C and file said agreement with the County Auditor as a covenant running with the land. The City shall accept the sewage and waste delivered for treatment and disposal as hereinafter provided up to the maximum capacity set forth in Section I hereof subject to such reasonable rules and regulations as may be adopted from time to time by the City Council provided such rules shall apply both to the City and the District, subject to capacities set forth in Section I hereof. In the event that an adjacent district obtains capacity to serve certain areas of the District at less cost, then and in that event, after consultation with the City, the District may serve such areas by connections to others in a different flow direction. This will not release the District from any portion of any required payments to the City under Section I, above.

2. All other terms and conditions of the aforesaid June 16, 1982, agreement between the City and the District shall remain the same.

DATED this 14<sup>th</sup> day of Feb., 1985.

CITY OF EVERETT

*William E. Moore*  
WILLIAM E. MOORE, Mayor

SILVER LAKE WATER DISTRICT

*Almond*

*Rod Kessler*

ATTEST:

*Leanne Moschier*  
CITY CLERK

*Lee Nelson*

APPROVED AS TO FORM:

*Paul Jones*  
CITY ATTORNEY

SECRETARY:

*Lee Nelson*