

AGREEMENT FOR SEWAGE DISPOSAL
BETWEEN
ALDERWOOD WATER DISTRICT
AND
SILVER LAKE WATER DISTRICT

THIS AGREEMENT is made and entered into this 16TH day of SEPT., 1991, between ALDERWOOD WATER DISTRICT, a municipal corporation of the State of Washington ("Alderwood") and SILVER LAKE WATER DISTRICT, a municipal corporation of the State of Washington ("Silver Lake").

I.

R E C I T A L S

1.1 Alderwood and the Municipality of Metropolitan Seattle ("METRO") have entered into a long-term agreement for sewage disposal, dated December 1, 1966.

1.2 Alderwood has constructed the North Creek trunk sewer which connects to METRO's interceptor sewer at the King/Snohomish County line. Ultimately, Alderwood and Silver Lake shall construct the North Creek trunk sewer to the east-west centerline of Section 30, Township 28 North, Range 5 East, W.M.

1.3 Portions of Silver Lake Water District are within the Lake Washington Drainage Basin Comprehensive Plan area and can be served by the North Creek trunk sewer.

1.4 Silver Lake desires to deliver sanitary sewage collected by Silver Lake to Alderwood for transmission to METRO for treatment and disposal. Alderwood presently has the capacity and facilities to provide service to portions of Silver Lake on a limited basis.

1.5 Silver Lake is a sewer customer of Alderwood.

1.6 Alderwood has an agreement dated 1978 with Silver Lake as successor-in-interest to Fir Crest Sewer District, subsequently amended in 1986, which governed provision of sewer service to portions of Silver Lake. The parties have concluded that changing circumstances warrant revocation and rescission of that agreement and subsequent amendment and substitution of a new agreement.

II.

AGREEMENT

Now, therefore, for and in consideration of the mutual benefits and covenants set forth below, it is agreed as follows:

2.1 RESCISSION. The December 18, 1978 agreement and the October 6, 1986 amendment to that agreement between Alderwood and Silver Lake are each hereby revoked and rescinded.

2.2 COLLECTION AREAS - DELIVERY AND ACCEPTANCE. All deliveries of sewage collected by Silver Lake within the areas described in Exhibit "A" and Exhibit "B" and delivered to Alderwood facilities for transmittal by Alderwood to METRO shall be accepted by Alderwood pursuant to the terms of this Agreement.

2.3 SPECIAL PROVISIONS APPLICABLE ONLY TO AREA DESIGNATED IN EXHIBIT "B". The area described on Exhibit "B" shall be governed by provisions (a) through (g); all other provisions are applicable to the property described in Exhibits "A" and "B".

(a) All property owners and/or developers requesting service shall be required to extend the gravity system to the furthest point of their property or to participate in the area-wide sewerage system.

(b) No pumping of sewage shall be allowed which will prevent the extension of the North Creek trunk sewerline or other lateral extensions.

(c) Silver Lake shall own, operate and maintain all sewer lines within the agreement area with the exception of the North Creek trunk sewerline. Alderwood shall ultimately own, operate and maintain the North Creek trunk sewerline in its entirety from the southern boundary of the agreement area to the East-West centerline of Section 30, Township 28 North, Range 5 East W.M. However, because incremental construction is imminent, any portion of such North Creek Trunkline not receiving sewage from customers of Alderwood shall be owned, operated and maintained by Silver Lake.

When one or more customers of Alderwood is served by any portion of the North Creek Trunk sewerline, then ownership of such portion and responsibility of operation and maintenance thereof shall revert to Alderwood, and Silver Lake shall be so notified in writing.

(d) Silver Lake will encourage the extension of the North Creek trunk sewerline which is presently estimated to be approximately 18 inches in diameter through the agreement area by requiring the owners/developers to extend the trunkline or to participate in the cost of construction thereof.

(e) Design and construction of the North Creek Trunk sewerline shall conform to Alderwood specifications and design standards and must have Alderwood's written approval. Silver Lake shall furnish Alderwood with one set of reproducible engineering as-built plans of the North Creek trunk sewerline and shall allow Alderwood to inspect the construction thereof.

(f) All developer/owner plan submittals shall be processed by Silver Lake according to the rules and regulations of Alderwood and METRO. All testing and infiltration controls shall conform to METRO regulations.

(g) The parties recognize that the construction of the North Creek Trunk Sewerline will ultimately serve approximately 910 acres (61.9%) in Alderwood and 560 acres (38.1%) in Silver Lake. Whenever a property owner (developer) in the agreement area desires sewer services and proposes to develop or improve property across the general route of the North Creek Trunk Sewerline, the General Manager of each District shall meet and review the public sewer system construction requirements to be imposed on the property owner (developer). If the parties determine that such property owner (developer) shall construct the segment of the North Creek Trunk Sewerline across the proposed development, as part of the development requirement, then Alderwood's consulting engineer shall prepare a construction cost estimate and preliminary engineering plans establishing the grade and alignment of the North Creek Trunk Sewerline from the existing trunk sewer to the East-West line of Section 30, Township 28 North, Range 5 E.W.M. Silver Lake shall

pay 38.1% of the cost of such preliminary engineering. The property owner (developer) shall install such segment of the North Creek Trunk Sewerline conforming to the grade and route and of such size as determined by the preliminary engineering plans. All other property owners in the agreement area not developing across the route of the North Creek Trunk Sewerline or that will be or ultimately be served by the North Creek Trunk Sewerline shall pay to Silver Lake the connection charge required in Paragraph 2.6 plus their fair pro-rated share of the cost of the above North Creek Trunk Sewerline as determined by Alderwood after consulting with Silver Lake. Silver Lake shall submit the monies collected to Alderwood within thirty (30) days of the collection date.

2.4 INSUFFICIENT CAPACITY - SURCHARGING. Alderwood shall accept sewage from Silver Lake until Alderwood, in its sole discretion, determines that there is insufficient capacity in Alderwood's sewer system to accept additional sewage from Silver Lake. After making such determination, Alderwood shall notify Silver Lake in writing of Alderwood's intention to restrict acceptance of or to stop accepting additional sewage from Silver Lake six (6) months prior to the effective date of such notice. Except in the case of surcharging hereafter described, Silver Lake shall have the right to continue to deliver its sewage to Alderwood from customers connected to Alderwood's sewer system on the date of restriction; but shall not allow any additional connections to Alderwood's sewer system after the date of restriction, except for properties which have already: a) paid connection fees; b) been specially assessed for sewer improvements; or c) received a written one (1) year commitment from Silver Lake to deliver sewer service; provided that Alderwood is notified of the written commitment thirty (30) days prior to its effective date and has approved the same in writing; and provided further that the foregoing exceptions shall not apply to any moratorium imposed by the State Department of Ecology or the Municipality of Metropolitan Seattle, (METRO).

Alderwood shall be under no obligation to construct any new or additional sewage facilities to accept additional sewage from Silver Lake as a consequence of giving a notice of restriction.

Should any portion of Alderwood's sewer system becomes surcharged (i.e., sewage level rises above the crown [top] of the sewer pipe), because of flows from Silver Lake exceeding Alderwood's capacity, Silver Lake shall immediately take action to reduce flows to a level where the surcharging no longer exists. Alderwood shall give notice in writing to Silver Lake if a surcharge condition exists and Silver Lake shall not allow any additional connections after the date of the above notice. However, additional connections may be allowed if and when Silver Lake constructs improvements to allow such connections without surcharging the Alderwood system.

2.5 SEWAGE DISPOSAL CHARGES. Silver Lake shall pay to Alderwood during the term of this Agreement a sewage disposal charge equal to the METRO sewage disposal charge to Alderwood for each residential customer or residential customer equivalent collected from Silver Lake and delivered to Alderwood plus seventeen percent (17%) of Alderwood's retail sewer rate in the METRO service area. The sewage disposal charge to Silver Lake from Alderwood shall in no case be less than Fifteen and 75/100 Dollars (\$15.75) per month per "residential customer" or "residential customer equivalent". The term "residential customer" shall mean a single family residence billed by Silver Lake for sewer charges.

The term "residential customer equivalent" shall mean the number of billing units billed by Silver Lake for sewer service in the areas covered by this agreement, excluding residential customers. That number shall be determined by dividing the total metered water used (measured in cubic feet) by Silver Lake's non-residential customers during each month by 900,750 ~~cu~~.

The monthly sewage disposal charge paid by Silver Lake to Alderwood shall be determined by multiplying the monthly rate described above, by the number of residential customers and

residential customer equivalents. An additional charge may be made for sewage or waste of unusual quality or composition requiring special treatment, or Alderwood may require pre-treatment of such sewage or waste. An additional charge may be made for quantities of storm or groundwaters entering sewerage facilities of Silver Lake which are in excess of the minimum standards then in effect and established by the general rules and regulations of METRO. The amount of such additional charges shall be determined by Alderwood.

If Alderwood and METRO amend their agreement for sewage disposal, dated December 1, 1966, and modify the "residential customer equivalent" factor, then the numerical amount in the foregoing paragraph shall be modified accordingly.

2.6 CONNECTION CHARGES. In addition to the foregoing charges, Silver Lake shall pay to Alderwood a connection charge of Ten Cents (\$.10) per square foot of gross area of property within the agreement area described in Exhibits "A" and "B" connecting to sewer system after the date of this Agreement. Such connection charge shall be paid within 30 days following the date of connection. Included with the payment to Alderwood shall be the billing address and legal description for each property connected.

2.7 MONTHLY REPORTS - STATEMENTS. For customers subject to this Agreement, Silver Lake shall submit a monthly written report to Alderwood by the end of each month, setting forth (1) the total number of sewer customers billed by Silver Lake during such month; (2) the number of residential customers billed by Silver Lake during such month; and (3) the total water consumption during such month based on bi-monthly meter readings for all non-residential customers billed by Silver Lake. The monthly water consumption report shall be taken from the bi-monthly water meter records and may be adjusted to exclude water which does not enter the sanitary facilities of a customer. Where actual sewage flow from an individual is metered, the metered sewage flows shall be reported in lieu of adjusted water consumption.

If Silver Lake shall fail to submit the required monthly report when due, then Alderwood may make its own estimates of the number of residential customers and residential customer equivalents, and determine sewage disposal charges therefrom. Silver Lake shall pay Alderwood according to such billing. If Silver Lake subsequently submits the required monthly report and establishes an overcharge, then Silver Lake shall be given credit for such overcharge.

A statement of the amount of the monthly sewage disposal charge shall be submitted by Alderwood to Silver Lake on or before the 20th day of each month following such monthly report, and payment for such charge shall be due on the last day of the month in which the statement is received. If any charge or portion thereof due to Alderwood shall remain unpaid for 15 days following its due date, Silver Lake shall be charged with and pay to Alderwood interest on the amount unpaid from its due date until paid at the rate of 8% per annum and Alderwood may, upon failure to pay such amount, enforce payment by any remedy available at law or equity.

2.8 METRO AGREEMENT AND RULES AND REGULATIONS. As to areas subject to this agreement, Silver Lake shall comply with all conditions of the December 1, 1966 agreement for sewage disposal between Alderwood and METRO, including subsequent amendments, and shall comply with METRO's rules and regulations regarding disposal of sewage into METRO's sewerage system and the construction and use of local sewerage facilities. Silver Lake shall comply with all conditions of future agreements and/or amendment agreements between Alderwood and METRO.

2.9 ANNEXATION. Silver Lake agrees that Alderwood has facilities in place which will best serve that area between the Districts and not now annexed to either District, and will encourage and recommend that this unannexed area, as shown on

Exhibit "C", attached hereto and incorporated by this reference herein, be annexed to the Alderwood Water District.

2.10 ENGINEERING, INSPECTION AND TESTS. Silver Lake shall be responsible for the delivery of its sewage to Alderwood's sewerage system at such points as Alderwood shall determine. Detailed construction plans and specifications for proposed Silver Lake sewers that would be subject to this Agreement shall be subject to the review and approval by Alderwood and METRO. Prior to construction, Silver Lake shall submit to Alderwood for approval two sets of plans and specifications bearing the stamp of a professional engineer registered in the State of Washington. Alderwood will forward one set of plans and specifications to METRO for its approval. Silver Lake shall be responsible for inspecting the construction of Silver Lake sewerage facilities, including all side sewers up to the connection with the building plumbing to ensure compliance with rules and regulations adopted by METRO.

Silver Lake shall perform a leakage test on every section of Silver Lake's sewer system by the internal hydrostatic pressure or air test method. All testing shall conform to the latest edition of "standard specifications for municipal public works construction" prepared by the Washington State Chapter, American Public Works Association (APWA).

A record of leakage tests containing the location of Silver Lake's public sewer testing, the date of test, and the results thereof shall be submitted to Alderwood prior to the acceptance of each sewer system by Silver Lake. Side sewers shall also be tested for their entire length from Silver Lake's public sewer in the street to the connection with the building plumbing. The method of testing side sewers shall be determined by Silver Lake, but in no case shall the leakage rate exceed the limits of the exfiltration test established by APWA standards.

2.11 TERM. Subject to the terms of Paragraph 2.4, the term of this Agreement shall be the same as the METRO agreement, dated December 1, 1966, or as hereafter amended.

2.12 GENERAL PROVISIONS.

(a) This Agreement shall be for the benefit of and binding upon the heirs and assigns of the parties hereto.

(b) Any notices required or permitted under this Agreement shall be delivered to the business offices of the parties hereto.

(c) This Agreement, and its attachments, contain the entire understanding between the parties. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no force or effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties hereto. The parties agree to consider plans proposed by either to turn certain expected sewer flows north to Everett which would be of mutual benefit to the parties.

(d) This Agreement shall be interpreted and enforced according to the laws of the State of Washington. Any suit to enforce the provisions of this Agreement shall be brought in Snohomish County Superior Court, Snohomish County, Washington.

(e) The parties agree that in the event either party resorts to litigations to enforce this Agreement, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees and costs and fees incurred on appeal, to the prevailing party.

(f) If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and

no provision shall be deemed to depend upon any other provision unless so expressed herein.

SILVER LAKE WATER DISTRICT

By [Signature]
Commissioner/President

By [Signature]
Commissioner/Vice President

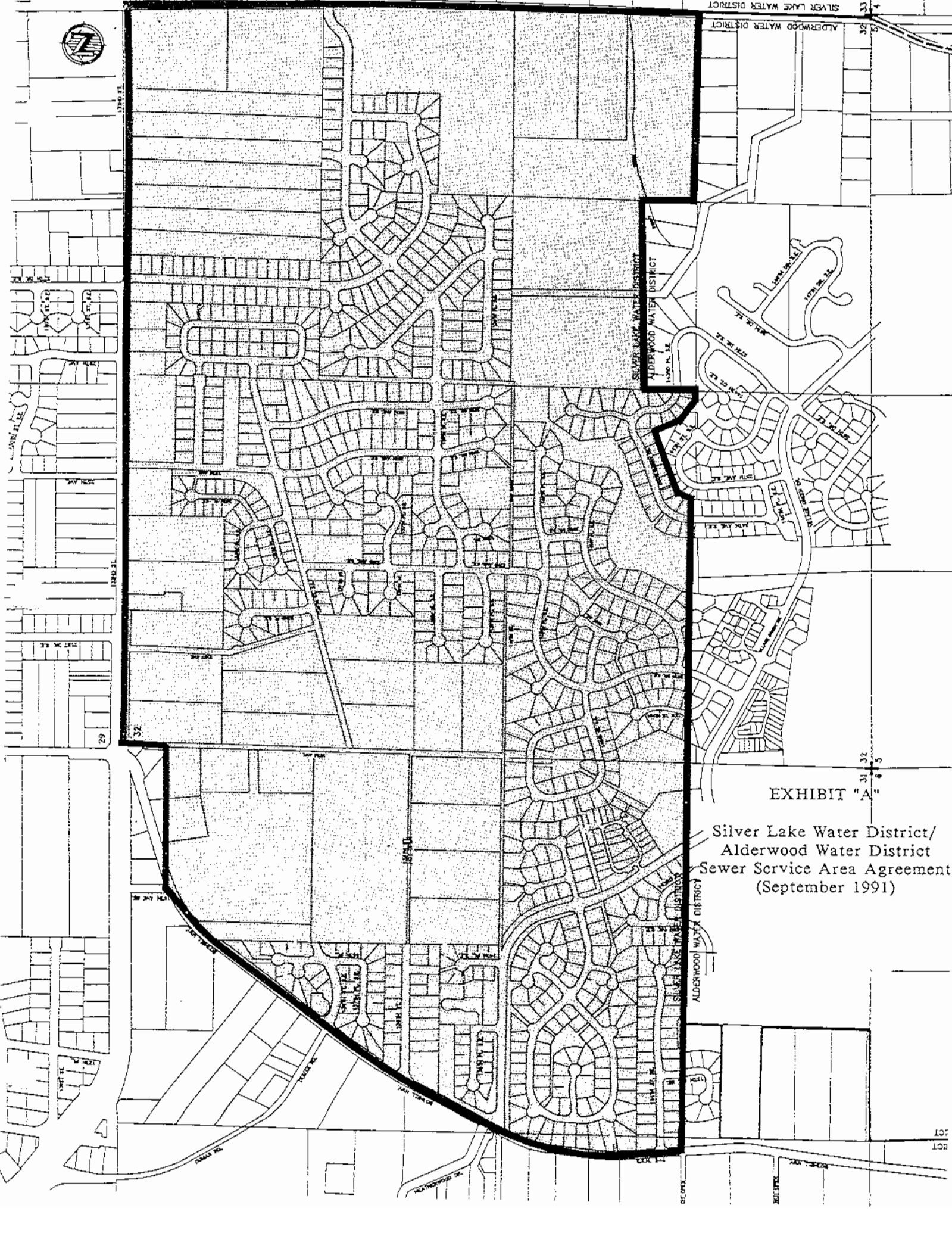
By [Signature]
Commissioner/Secretary

ALDERWOOD WATER DISTRICT

By [Signature]
Commissioner/President

By [Signature]
Comm./Vice President

By [Signature]
Commissioner/Secretary



SILVER LAKE WATER DISTRICT
ALDERWOOD WATER DISTRICT

SILVER LAKE WATER DISTRICT
ALDERWOOD WATER DISTRICT

SILVER LAKE WATER DISTRICT
ALDERWOOD WATER DISTRICT

EXHIBIT "A"

Silver Lake Water District/
Alderwood Water District
Sewer Service Area Agreement
(September 1991)

31 32
6 5

101
102

SEPTEMBER 1991

SILVER LAKE/ALDERWOOD
EXHIBIT "A"
SEWER SERVICE AREA

ADDITIONAL SERVICE AREA

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 31, T 28 N, R 5 E, W.M.; WHICH POINT IS ALSO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31;

THENCE EASTERLY, IN AND ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 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 SOUTHWEST 1/4 OF THE SOUTHEAST 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 SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE WEST LINE THEREOF;

THENCE SOUTHERLY, IN AND ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 TO A POINT WHICH IS 538 FEET, MORE OR LESS, SOUTH OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4;

EXHIBIT "A"

EXHIBIT "A" - SEWER SERVICE AREA - CONTINUED

THENCE EASTERLY, IN AND ALONG A LINE WHICH IS 538 FEET, MORE OR LESS, SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO A POINT WHICH IS 828 FEET, MORE OR LESS, EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 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 SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTH LINE OF SAID SECTION 31;

THENCE WESTERLY, IN AND ALONG THE SOUTH LINE OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 THEREOF, WHICH POINT IS ALSO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 6, T 27 N, R 5 E, W.M.;

THENCE SOUTHERLY, IN AND ALONG THE EAST LINE OF SAID NORTHWEST 1/4 TO THE SOUTH LINE THEREOF;

THENCE WESTERLY, IN AND ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID NORTHWEST 1/4;

THENCE NORTHERLY, IN AND ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4 TO THE NORTHWEST CORNER THEREOF, WHICH POINT IS ALSO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 31 T 28 N, R 5 E, W.M.;

THENCE NORTHERLY, 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 NORTH LINE OF SAID SECTION 31, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 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 NORTHEAST CORNER THEREOF;

EXHIBIT "A" - SEWER SERVICE AREA - CONTINUED

THENCE WESTERLY, IN AND ALONG THE NORTH LINE OF THE SOUTHWEST 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 NORTHEAST 1/4 OF SAID SECTION 30;

THENCE SOUTHERLY, IN AND ALONG THE WEST LINE OF SAID NORTHEAST 1/4 TO THE SOUTH LINE THEREOF;

THENCE EASTERLY, IN AND ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 30;

THENCE SOUTHERLY, IN AND ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 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 NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 31, T 28 N, R 5 E, W.M.;

THENCE EASTERLY, IN AND ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF SAID SECTION 31 TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 31 AND THE POINT OF BEGINNING.

SILVER LAKE

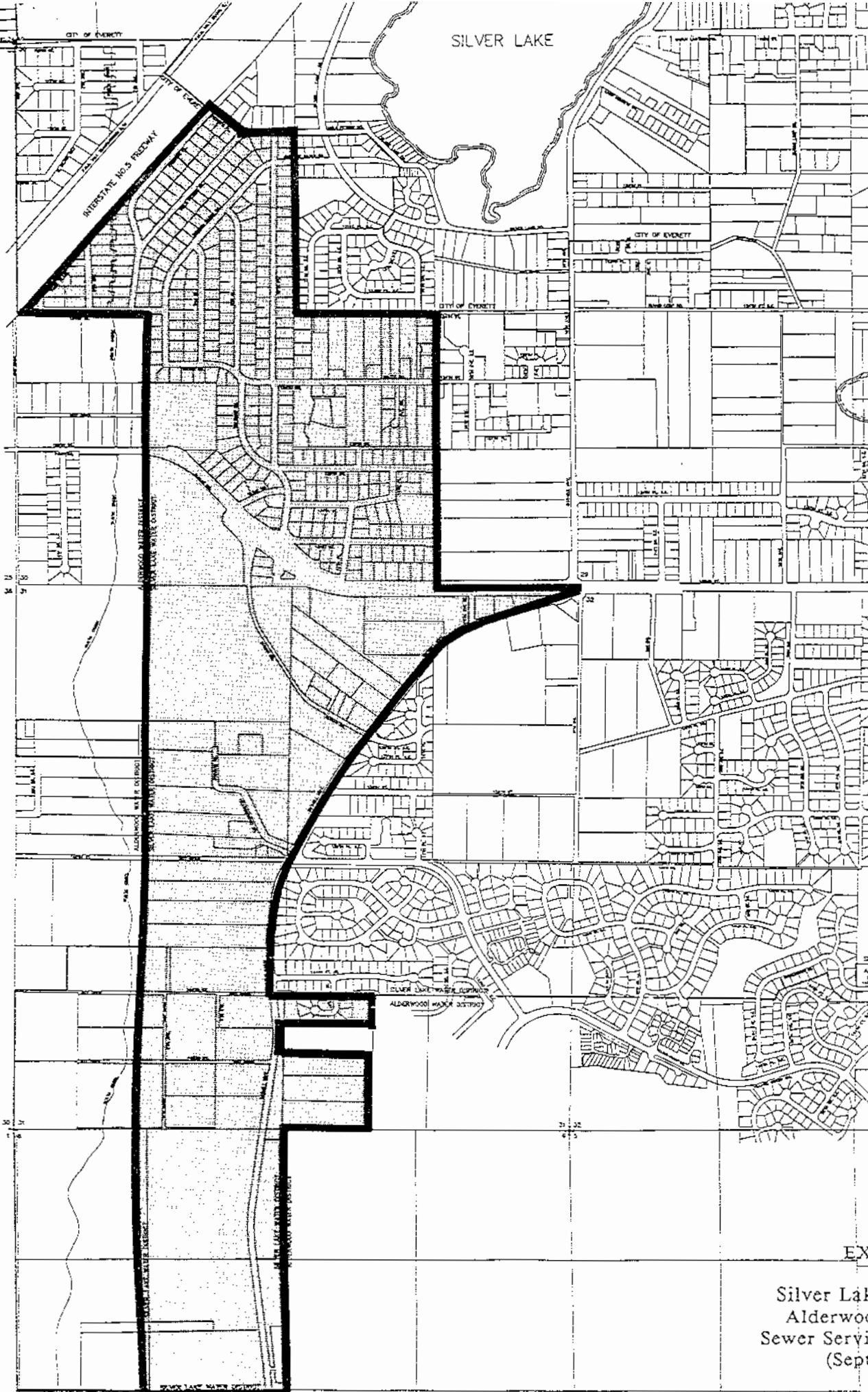


EXHIBIT "B"

Silver Lake Water District/
Alderwood Water District
Sewer Service Area Agreement
(September 1991)

SEPTEMBER 1991

SILVER LAKE/ALDERWOOD WATER DISTRICT
EXHIBIT "B"
SEWER SERVICE AREA

BEGINNING AT THE NORTHEAST CORNER OF SECTION 32, TWP 28 N, RNG 5 E, W.M.;

THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID SECTION 32 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 32 TO THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 32;

THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 325 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 9 OF THE PLAT OF LAKEVIEW FARMS;

THENCE WESTERLY ALONG THE SOUTHERLY LOT LINE OF LOT 9 TO THE EASTERLY RIGHT-OF-WAY LINE OF 29TH AVENUE;

THENCE CONTINUING WESTERLY FOR A DISTANCE OF FIFTY (50) FEET, MORE OR LESS, TO A POINT ON THE WESTERLY BOUNDARY OF 29TH AVENUE, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 36 OF THE PLAT OF MILL CREEK NO. 6;

THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PLAT OF MILL CREEK, DIVISION NO. 6, TO WESTERLY LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32;

EXHIBIT "B"

EXHIBIT "B" - SEWER SERVICE AREA - CONTINUED

THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32;

THENCE WESTERLY TO THE SOUTHWEST CORNER OF LOT 130 OF THE PLAT OF MILL CREEK NO. 6;

THENCE NORTHERLY ALONG THE SOUTH AND WESTERLY LOT LINES OF LOTS 130, 131, 132, AND 133 TO THE NORTH WESTERLY CORNER OF LOT 133 OF SAID MILL CREEK NO. 6;

THENCE WESTERLY TO THE MOST SOUTHERLY SOUTHEAST CORNER OF LOT 135 OF SAID PLAT OF MILL CREEK NO. 6;

THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE SOUTH LOT LINES OF LOTS 135, 136, 137, 138, 139, 140, 141 AND 142 TO A POINT ON THE NORTHERLY LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 32;

THENCE WESTERLY IN AND ALONG SAID NORTHERLY LINE TO THE WESTERLY BOUNDARY OF SECTION 32;

THENCE CONTINUING WESTERLY IN AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF SECTION 31, TWP 28 N, RNG 5 E, W.M., TO THE CENTERLINE OF THE BOTHELL-EVERETT HWY (SSH 527);

THENCE NORTHERLY IN AND ALONG SAID CENTERLINE OF THE BOTHELL-EVERETT HIGHWAY TO THE CENTERLINE INTERSECTION OF THE BOTHELL-EVERETT HIGHWAY AND 16TH AVENUE SOUTHEAST;

THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SECTION 32 TO A POINT ON THE EAST BOUNDARY OF SAID SECTION 32, SAID POINT ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THE AFOREMENTIONED SECTION 31;

EXHIBIT "B" - SEWER SERVICE AREA - CONTINUED

THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY TO THE
NORTHWEST CORNER OF SECTION 32;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SECTION 32 TO
THE NORTHEAST CORNER OF SAID SECTION 32, SAID CORNER POINT
ALSO BEING THE POINT OF BEGINNING.

SILVER LAKE



Parcel No. 2

Parcel No. 1

EXHIBIT "C"

Silver Lake Water District/
Alderwood Water District
Sewer Service Area Agreement
(September 1991)

SEPTEMBER 1991

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 SOUTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 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 SOUTHWEST 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 NORTHWEST CORNER THEREOF, WHICH POINT IS IN THE WEST LINE OF SECTION 31, T 28 N, R 5 E, W.M.; AND IS ALSO THE SOUTHWEST CORNER OF SAID SECTION 31;

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

EXHIBIT "C"

AGREEMENT FOR SEWAGE DISPOSAL - Continued

THENCE EASTERLY, IN AND ALONG A LINE WHICH IS 440 FEET, MORE OR LESS, NORTHERLY OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 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 NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 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 NORTHWEST 1/4 TO THE SOUTHEAST CORNER THEREOF AND THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 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, FOR A DISTANCE OF 560 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31;

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