

**INTERLOCAL AGREEMENT BETWEEN ALDERWOOD WATER AND  
WASTEWATER DISTRICT, SILVER LAKE WATER DISTRICT AND THE CITY OF  
MILL CREEK REGARDING PAYMENT OF CONNECTION CHARGES  
AND NOTICE OF ADDITIONAL CONNECTION CHARGES**

This Agreement is entered into this 15<sup>th</sup> day of DECEMBER, 2003, between the Alderwood Water and Wastewater District ("Alderwood"), Silver Lake Water District ("Silver Lake") special purpose municipal corporations, and the City of Mill Creek ("City") a municipality.

**RECITALS:**

1.1 Alderwood Water and Wastewater District and Silver Lake Water District are special purpose municipal corporations organized pursuant to Title 57 RCW and authorized pursuant to Title 57 RCW to provide sewer service to property located within and outside its boundaries.

1.2 Alderwood and Silver Lake entered into an agreement on June 13<sup>th</sup> 1996 where Alderwood would receive sanitary sewage from Silver Lake for transmission to the Municipality of Metropolitan Seattle.

1.3 The City of Mill Creek ("City") has purchased property within the service area of Silver Lake, for the purpose of constructing a public park. The property has not been assessed for sewers; therefore, payment of a sanitary sewer connection charge is required.

1.4 Alderwood sanitary sewer connection charge consists of area charges calculated upon the total area of the parcel to be connected to the Alderwood's system. Alderwood will calculate the connection charge upon a reduced area and defer collecting an area connection charge for the remainder of the Parcel upon the following terms and conditions.

## **AGREEMENT**

2.1 This Agreement pertains to the following described real property ("the Parcel").

A portion of the SE1/4,NW1/4 and SW1/4 NE1/4 Section 31, Township 28, Range 5 (see Exhibit A for detail description)

2.2 The City agrees to pay to Silver Lake the sanitary sewer connection charge in the amount of \$2,490.00, as provided herein. The sanitary sewer connection charge is only for that portion of the Parcel currently being planned by the City for a park (See Exhibit "B"). Silver Lake in return will pay Alderwood this amount per the agreement dated June 13<sup>th</sup>,1996.

2.3 The remainder of the Parcel will not pay the sanitary sewer connection charges until sanitary sewer service is requested. Sanitary sewer service will be available to it only upon payment of Alderwood's sanitary sewer connection charge in effect on the date of application for sewer service to that property. The unassessed portion of the Parcel shall pay the sewer connection charges whenever there is any expansion of the present use into the unassessed area, or the unassessed portion requires sanitary sewer service, and/or the unassessed portion, or any portion thereof, seeks sanitary sewer service.

2.4 Payment of the connection charge by the City to Silver Lake and Silver Lake to Alderwood shall be made prior to connection to the sanitary sewer system.

2.5 This Agreement shall inure only to the benefit of the City, which shall not sell, transfer, convey, or assign the Agreement or any portion thereof to any party without the written consent of Alderwood and Silver Lake.

2.6 This Agreement shall be recorded with the Snohomish County Auditor and shall be binding upon the heirs, successors and assigns of the parties, and further shall constitute notice of additional connection charges that may be owed to Alderwood.

2.7 In the event any party commences any legal action relating to the provisions of this Agreement, the prevailing party shall be entitled to recover all costs, including costs of investigation, witnesses, experts, and reasonable attorney's fees, including all such costs and fees incurred on appeal.

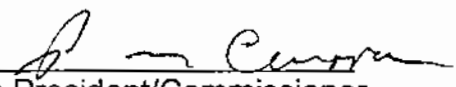
2.8 This Agreement constitutes the entire understanding of the parties and there are no other understandings or representations set forth or incorporated by reference herein. The Agreement shall not be modified or amended except in writing signed by the parties hereto. The Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

Dated this 15<sup>th</sup> day of DECEMBER, 2003.


ALDERWOOD WATER AND  
WASTEWATER DISTRICT  
a municipal corporation

By   
Its President/Commissioner

SILVER LAKE WATER DISTRICT  
a municipal corporation

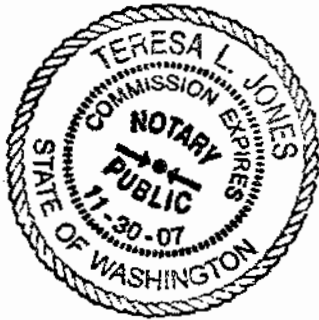
By   
Its President/Commissioner  
G. M.

CITY OF MILL CREEK  
a municipality

By   
Its City Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that LARRY D. JONES is the person who appeared before me, and said person acknowledged that HE signed this instrument, on oath stated that HE was authorized to execute the instrument and acknowledged it as the President/Commissioner of Alderwood Water and Wastewater District, a municipal corporation, to be the fee and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.



Dated DECEMBER 15, 2003

Teresa L. Jones  
Name: TERESA L. JONES

(Print Name)  
Notary Public in and for the State of Washington.  
Commission Expires: 11/30/07

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Patrick Curran is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the ~~President/Commissioner~~ of Silver Lake District a municipal corporation, to be the fee and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.



*General Manager*

Dated December 4, 2003

Mary Ann Eastman  
Name: Mary Ann Eastman

(Print Name)  
Notary Public in and for the State of Washington.  
Commission Expires: 7-28-07

STATE OF WASHINGTON )

COUNTY OF SNOHOMISH )

) ss.

I certify that I know or have satisfactory evidence that Robert Stowe is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Mill Creek a municipality, to be the fee and voluntary act of such municipality the uses and purposes mentioned in the instrument.

Dated December 8, 2003

Sherrie Ringstad  
Name: Sherrie Ringstad



(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: 2-19-07

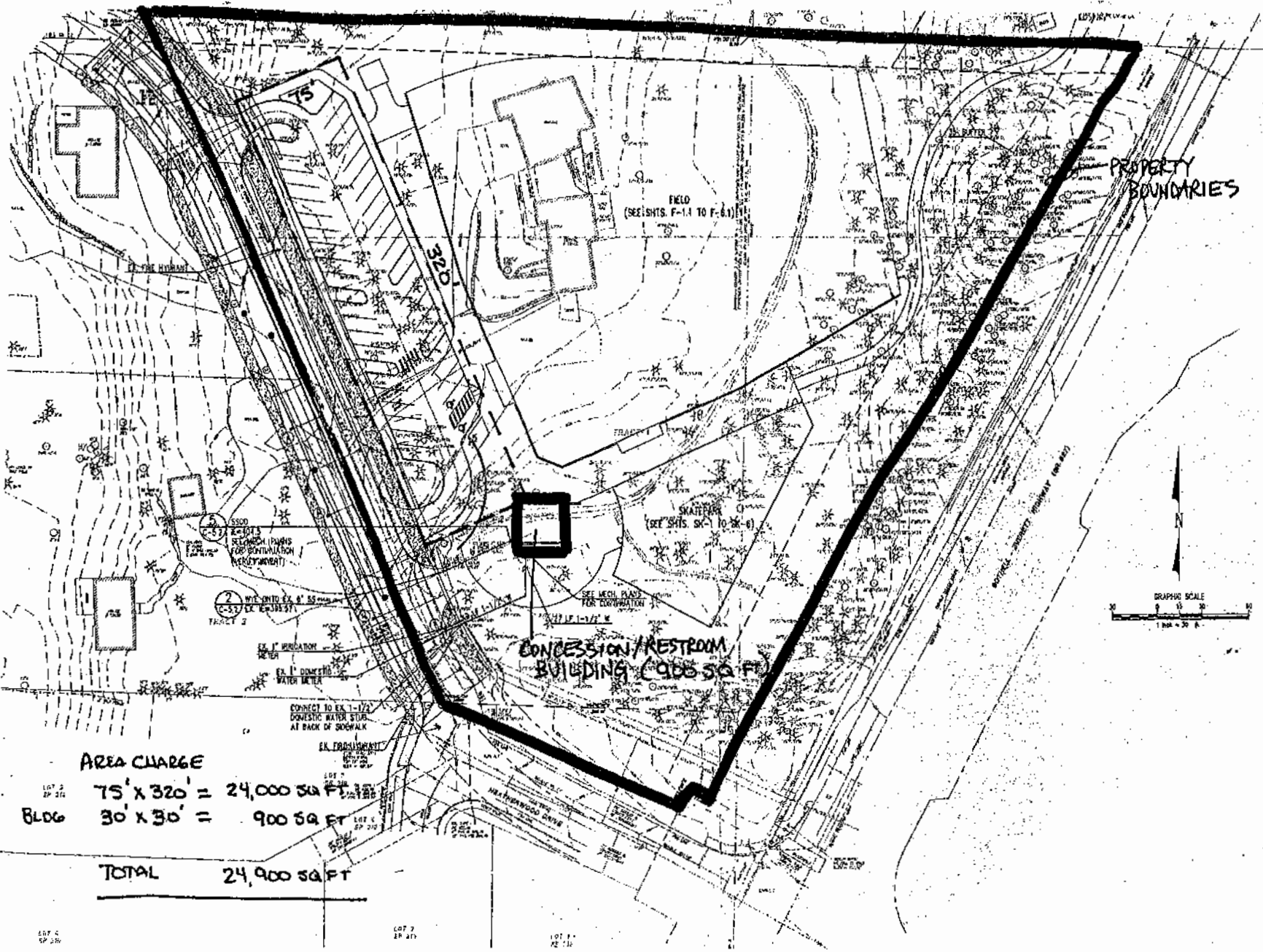
**Exhibit A**

**Legal Description**

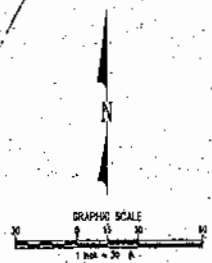
**A PARCEL OF LAND WITHIN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 31, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS.**

**STARTING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31;  
THENCE SOUTHERLY ALONG THE EAST AT LINE OF SAID SUBDIVISION A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING OF TRACT 1;  
THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 410 FEET;  
THENCE ON AN APPROXIMATE BEARING OF SOUTH 25<sup>00</sup>' EAST A DISTANCE OF 496 FEET, MORE OR LESS, TO A POINT WHICH IS 1110 FEET SOUTH OF AND 200 FEET WEST OF THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE ON A BEARING OF SOUTH 67<sup>0</sup> EAST A DISTANCE OF 240 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF THE BOTHELL-EVERETT HIGHWAY A DISTANCE OF 595 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31;  
THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 303 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, AND THE TRUE POINT OF BEGINNING; LESS THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 199909300379.**

**SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON**



PROPERTY BOUNDARIES



AREA CHARGE

LOT 2 SP 216	75' x 320' =	24,000 SQ. FT.
BLDG	30' x 30' =	900 SQ. FT.
<b>TOTAL</b>		<b>24,900 SQ. FT.</b>

CONCESSION/RESTROOM BUILDING (900 SQ. FT.)

FIELD (SEE SHTS. F-1.1 TO F-6.1)

SKATEPARK (SEE SHTS. SK-1 TO SK-6)

2. W/OUT 6" x 8" 30' DIA. EX. 1-1/2"

EX. 1" DOMESTIC WATER METER

CONNECT TO EX. 1-1/2" DOMESTIC WATER STA. AT BACK OF SIDEWALK

SEE MECH. PLAN FOR COORDINATION

LOT 4  
SP 216

LOT 7  
SP 216

LOT 11  
SP 216