

ORDINANCE NO. 0004498

AN ORDINANCE relating to the merger of King County Water District No. 82 and King County Water District No. 121, and declaring an emergency.

STATEMENT OF FACT:

1. A notice of intention proposing the merger of King County Water District No. 121 into King County Water District No. 82 was filed with the County Council effective September 12, 1979.

2. King County Water District No. 82, by Resolution A-395, and King County Water District No. 121, by Resolution 316, have concurred with the proposed merger and have signed a merger agreement, which was filed with the County Council.

3. The districts have filed a Declaration of Nonsignificant Impact on the proposed merger.

4. The County Council held a public hearing on the 17<sup>th</sup> day of September, 1979, and has considered the criteria set forth in RCW 57.02.040.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

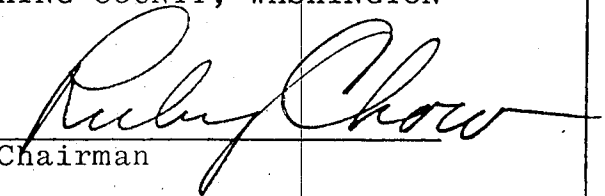
SECTION 1. The merger of King County Water District No. 121 into King County Water District No. 82, as described by King County Water District No. 82's Resolution A-395 and King County Water District No. 121's Resolution 316 (attached), is approved subject to a special election to be held among the registered voters in King County Water District No. 121.

1            SECTION 2. The County Council finds as a fact and declares  
 2 that an emergency exists and that this ordinance is necessary for  
 3 the immediate preservation of public peace, health, or safety, or  
 4 for the support of county government and its existing public  
 5 institutions.

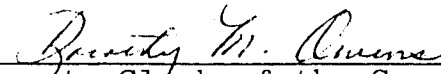
6            INTRODUCED AND READ for the first time this 10<sup>th</sup> day of  
 7 September, 1979.

8            PASSED this 17<sup>th</sup> day of September, 1979.

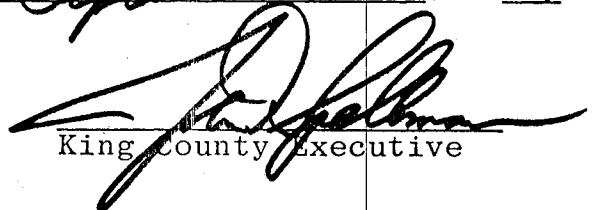
10            KING COUNTY COUNCIL  
 11            KING COUNTY, WASHINGTON

12              
 13            Chairman

14            ATTEST:

15              
 16            Deputy Clerk of the Council

17            APPROVED this 20<sup>th</sup> day of September, 1979.

18              
 19            King County Executive

WATER DISTRICT No. 121, KING COUNTY, WASHINGTON

RESOLUTION NO. 316

79 SEP 10 4:21 PM  
RECEIVED  
KING COUNTY COUNCIL

RESOLUTION OF KING COUNTY WATER DISTRICT No. 121 DETERMINING THAT THE MERGER OF WATER DISTRICT No. 82 INTO KING COUNTY WATER DISTRICT No. 82 SHALL BE CONDUCTIVE TO THE PUBLIC, HEALTH, WELFARE AND CONVENIENCE AND TO BE OF SPECIAL BENEFIT TO THE LANDS WITHIN THE WATER DISTRICT AND AUTHORIZING AND APPROVING A MERGER AGREEMENT WITH WATER DISTRICT No. 82.

WHEREAS, the territories of King County Water District No. 121 and King County Water District No. 82 are in close proximity as defined in RCW 57.36.010, and said Districts currently own and operate an intertie system, and

WHEREAS, the merger of Water Districts is authorized by RCW 57.36, and

WHEREAS, the merger of King County Water District No. 121 into King County Water District No. 82 shall be conducive to the public health, welfare and convenience of both Districts and shall be of special benefit to the lands and customers of both Districts because the combined District will be able to provide services and facilities more efficiently and economically, and

WHEREAS, the Board of Commissioners of Water District No. 121 per Resolution 305 has approved in principle a merger of Water District No. 121 with Water District No. 82, Now Therefore

BE IT RESOLVED as follows:

1. The Board of Water Commissioners finds and determines that the merger of King County Water District No. 121 into King County Water District No. 82 shall be conducive to the public health, welfare and convenience of both Districts and shall be of special benefit to lands and customers of both Districts because the combined District will be able to provide services and facilities more efficiently and economically.

2. The Board of Water Commissioners approves and is hereby authorized to enter into, on behalf of Water District No. 121, a merger agreement attached hereto as Exhibit "A" and incorporated herein by this reference with King County Water

District No. 82, and as soon as possible after the execution of the merger agreement to certify the agreement to the King County Director of Records and Elections and file a certified copy thereof with the clerk of the County Council of such County, and to file a notice of intention to merge, and a copy of the merger agreement with the King County Boundary Review Board. The King County Director of Records and Elections will be requested to hold an election within Water District No. 121 to authorize such merger at the next general election. Said merger shall be subject to the approval of the King County Boundary Review Board, and the King County Council.

PASSED by the Board of Commissioners of Water District No. 121, King County, Washington, at its regular meeting held the 5th day of September, 1979.

*Kenneth MacKenzie*  
 \_\_\_\_\_  
 PRESIDENT/COMMISSIONER

*J. W. Howsey*  
 \_\_\_\_\_  
 COMMISSIONER

*Ray A. Owen*  
 \_\_\_\_\_  
 COMMISSIONER

Attest:

*Ray A. Owen*  
 \_\_\_\_\_  
 SECRETARY/COMMISSIONER

0004498

CERTIFICATION

I, BARRY F. OWEN, Commissioner and Secretary of the Board of Commissioners of King County Water District No. 121 of King County, Washington, do hereby certify that the Resolution attached being Resolution No. 316 is a true and certified copy of the original resolution on file with the King County Water District No. 121, King County, Washington, and that the same has not been amended, revoked or modified and is in full force and effect.



---

BARRY F. OWEN

Secretary, Board of Commissioners  
King County Water District No. 121  
King County, Washington

79 SEP 10 P 2: 51

RECEIVED  
KING COUNTY COUNCIL

RESOLUTION NO. A- 395

RESOLUTION OF KING COUNTY WATER DISTRICT No. 82, KING COUNTY, WASHINGTON, DETERMINING THAT THE MERGER OF KING COUNTY WATER DISTRICT No. 121, KING COUNTY, WASHINGTON, INTO THE WATER DISTRICT SHALL BE CONDUCIVE TO THE PUBLIC HEALTH, WELFARE AND CONVENIENCE AND TO BE OF SPECIAL BENEFIT TO THE LANDS WITHIN THE WATER DISTRICT, AND AUTHORIZING AND APPROVING A MERGER AGREEMENT WITH KING COUNTY WATER DISTRICT No. 121.

WHEREAS, the territories of King County Water District No. 82, and King County Water District No. 121 are in close proximity as defined in RCW 57.36.010, and said Districts jointly own and operate an intertie system, and

WHEREAS, the merger of Water Districts is authorized by RCW 57.36, and

WHEREAS, the merger of King County Water District No. 121 into King County Water District No. 82 shall be conducive to the public, health, welfare and convenience of both districts, and shall be of special benefit to the lands and customers of both districts because the combined district will be able to provide services and facilities more efficiently and economically, Now Therefore,

BE IT RESOLVED as follows:

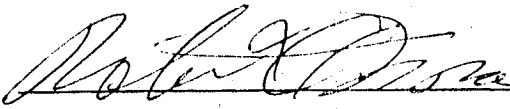

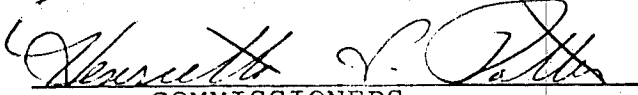
1. The Board determines and finds that the merger of King County Water District No. 121 into King County Water District No. 82 shall be conducive to the public health, welfare and convenience of both districts, and shall be of special benefit to the lands and customers of both districts because the combined district shall be able to provide services and facilities more efficiently and economically.

2. The Board of Water Commissioners approves and is hereby authorized to enter into, on behalf of the Water District, the merger agreement attached hereto as Exhibit "A" and incorporated herein by this reference with King County Water District No. 121; and as soon as convenient after the execution of the contract by both Districts to certify the contract to the King County Director of Records and Elections, and file a certified copy thereof with

0004498

the clerk of the County Council of such County, and to file a notice of Intent to Merge, and a copy of the merger agreement with the King County Boundary Review Board. The King County Director of Records and Elections will be requested to hold an election within Water District No. 121 to authorize such a merger, which shall be subject to the approval of the King County Boundary Review Board and the King County Council.

ADOPTED BY the Board of Water Commissioners of King County Water District No. 82, King County, Washington, at a regular open public meeting held on the 4th day of September, 1979.

  
  
  
COMMISSIONERS

0004498

CERTIFICATION

I, THOMAS C. CHAMLEE, Commissioner and Secretary of the Board of Commissioners of King County Water District No. 82, do hereby certify that the Resolution attached, being Resolution No. A- 395, is a true and certified copy of the original resolution on file with King County Water District No. 82, King County, Washington, and that the same has not been amended, revoked or modified and is in full force and effect.



THOMAS C. CHAMLEE  
Secretary, Board of Commissioners  
King County Water District No. 82  
King County, Washington



LEGAL DESCRIPTION

1  
2 Combined corporate boundaries of King County Water District No. 82 and  
3 King County Water District No. 121.

4 This description encompasses portions of Sections 27, 28, 29, 32, 33, and  
5 34 in Township 25 North, Range 6 East, W. M., and Sections 1, 2, 3, 4, 5, 6, 7,  
6 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 in Township 24 North, Range 6 East,  
7 W. M. situate in King County, Washington, being more particularly described as  
8 follows:

9 Beginning at the northeast corner of the south half of the north half of  
10 Section 28, Township 25 North, Range 6 East, W. M., thence southerly to the  
11 northwest corner of the northwest quarter of the southwest quarter of Section  
12 27; thence easterly to the northeast corner of the northwest quarter of the  
13 southwest quarter of said Section 27; thence southerly to the southeast corner  
14 of the northwest quarter of the southwest quarter; thence westerly to the  
15 southwest corner of the northwest quarter of the southwest quarter of said  
16 Section 27; thence southerly along the west lines of Sections 27 and 34 to a  
17 point 300 feet north of the southwest corner of the northwest quarter of said  
18 Section 34; thence easterly along a line 300 feet north of and parallel to the  
19 south line of the northwest quarter of said Section 34; thence southerly along  
20 a line 300 feet east of and parallel to the west line of the northwest quarter  
21 to the south line of said Section 34; thence easterly to the northeast corner  
22 of the northwest quarter of the southwest quarter of said Section 34; thence  
23 southerly to the southeast corner of the southwest quarter of the southwest  
24 quarter of said Section 34, Township 25 North, Range 6 East, W. M.; thence  
25 westerly along the north line of the northwest quarter of Section 3, Township  
26 24 North, Range 6 East, W. M., to a point 600 feet easterly of the northwest  
27 corner of the northwest quarter of said Section 3; thence southerly along a  
28 line parallel to and 600 feet easterly of the west line of the northwest quar-  
29 ter to the south line of the northwest quarter of the northwest quarter of said  
30 Section 3; thence easterly to the northeast corner of the north half of the  
31 southwest quarter of the northwest quarter of said Section 3; thence southerly  
32 to the southeast corner of the north half of the southwest quarter of the

1 northwest quarter of said Section 3; thence westerly along the south line of  
2 the north half of the southwest quarter of the northwest quarter to a point  
3 600 feet east of the west line of the southwest quarter of the northwest quar-  
4 ter of said Section 3; thence southerly along a line parallel to and 600 feet  
5 east of the west line of the southwest quarter of the northwest quarter to the  
6 south line of the southwest quarter of the northwest quarter  
7 of said Section 3; thence  
8 easterly to the northeast corner of the northwest quarter of the southwest  
9 quarter of said Section 3; thence southerly to the southwest corner of the  
10 southeast quarter of the southwest quarter of said Section 3; thence east along  
11 the south line of Section 3, Township 24 North, Range 6 East, W.M., to a point  
12 99 feet west of the southwest corner of the southeast quarter of the southwest  
13 quarter of the southeast quarter of said Section 3; thence north on a line 99  
14 feet west of and parallel to the west line of the northeast quarter of the  
15 southwest quarter of the southeast quarter of Section 3 to a point 517 feet  
16 south of the north line of the southwest quarter of the southeast quarter of  
17 said Section 3; thence east parallel to the north line of the southwest quarter  
18 of the southeast quarter to the east line of the west half of the east half of  
19 the southwest quarter of the southeast quarter of said Section 3; thence north-  
20 erly along the east line of the west half of the east half of the southwest  
21 quarter of the southeast quarter to the north line of the southwest quarter of  
22 the southeast quarter of said Section 3; thence easterly along the north line  
23 of the southwest quarter of the southeast quarter to a point 135 feet westerly  
24 of the northeast corner of the southwest quarter of the southeast quarter of  
25 said Section 3; thence southerly along a line parallel to and 135 feet west of  
26 the east line of the southwest quarter of the southeast quarter to the south  
27 line of the southwest quarter of the southeast quarter of said Section 3;  
28 thence easterly along the south line of the southeast quarter to the southeast  
29 corner of the southeast quarter of said Section 3; thence northerly along the  
30 west line of Section 2 to the northwest corner of the southwest quarter of the  
31 of the northwest quarter of said Section 2; thence easterly to the northeast  
32 corner of the southwest quarter of the northeast quarter of said Section 2;

0004498

1 thence southerly to the southeast corner of the southwest quarter of the north-  
2 east quarter of said Section 2; thence easterly to the southwest corner of the  
3 southeast quarter of the southeast quarter of the northeast quarter of said  
4 Section 2; thence northeasterly to the northeast corner of the southeast quarter  
5 of the southeast quarter of the northeast quarter of said Section 2; thence  
6 northerly to the northwest quarter of Section 1; thence easterly along the  
7 north line to the northeast corner of the west half of the west half of said  
8 Section 1; thence southerly along the east line of the west half of the west  
9 half to the north line of Section 12; thence easterly along the north line to  
10 a point 560 feet west of the northeast corner of the northwest quarter of the  
11 northwest quarter of said Section 12; thence southerly parallel to the east line  
12 of the northwest quarter of the northeast quarter a distance of 1018 feet;  
13 thence westerly parallel to the north line of the northeast quarter to the east  
14 line of the northwest quarter of said Section 12; thence southerly to the  
15 southeast corner of the northwest quarter of said Section 12; thence southerly  
16 to the northwest corner of the southwest quarter of the southwest quarter of  
17 said Section 12; thence easterly to the northeast corner of the southwest quar-  
18 ter of the southwest quarter of said Section 12; thence southerly to the north-  
19 east corner of the northwest quarter of the northwest quarter of Section 13;  
20 thence southerly to the centerline of Issaquah-Fall City Road; thence south-  
21 westerly along the centerline of Issaquah-Fall City Road to the east line of  
22 the west half of the east half of Section 14; thence northerly along the east  
23 line of the west half of the east half of said Section 14 to the north margin  
24 of the Issaquah-Fall City Road; thence southwesterly along the northerly margin  
25 of the Issaquah-Fall City Road to the east line of the southwest quarter of the  
26 southwest quarter of said Section 14; thence northerly to the southeast corner  
27 of the southwest quarter of the northwest quarter of said Section 14; thence  
28 westerly to the east quarter corner of Section 15; thence southerly to the  
29 southeast corner of the northeast quarter of the southeast quarter of said Sec.  
30 15; thence westerly to the southwest corner of the northeast quarter of the  
31 southeast quarter of said Section 15; thence northerly to the northwest corner  
32 of the northeast quarter of the southeast quarter of said Section 15;

1 thence westerly to the easterly margin of Issaquah-Pine Lake Road; thence  
2 northeasterly along the easterly margin of the Issaquah-Pine Lake Road to the  
3 north line of the southwest quarter of the northeast quarter of said Section  
4 15; thence easterly to the southwest corner of the northeast quarter of the  
5 northeast quarter of said Section 15; thence northerly to the northeast corner  
6 of the southwest quarter of the southeast quarter of Section 10; thence westerly  
7 to the easterly margin of the Issaquah-Pine Lake Road; thence northwesterly  
8 along the easterly margin of the Issaquah-Pine Lake Road to the east line of  
9 the west half of the southwest quarter of said Section 10; thence southerly to  
10 the southeast corner of the west half of the southwest quarter of said Section  
11 10; thence westerly to the northeast corner of the west half of the northwest  
12 quarter of the northwest quarter of Section 15; thence southerly to the south-  
13 east corner of the west half of the northwest quarter of the northwest quarter  
14 of said Section 15; thence easterly to the northeast corner of the southwest  
15 quarter of the northwest quarter of said Section 15; thence southerly to the  
16 southeast corner of the northwest quarter of the southwest quarter of said  
17 Section 15; thence westerly to the southwest corner of the northwest quarter  
18 of the southwest quarter of said Section 15; thence northerly to the southeast  
19 corner of the north half of the southeast quarter of the northeast quarter of  
20 Section 16; thence westerly to the southwest corner of the northeast quarter of  
21 the southwest quarter of the northeast quarter of said Section 16; thence  
22 northerly to the northwest corner of the northeast quarter of the southwest  
23 quarter of the northeast quarter of said Section 16; thence westerly to the  
24 southwest corner of the north half of the northeast quarter of said Section 16;  
25 thence northerly to the northeast corner of the northwest quarter of said Sec-  
26 tion 16; thence westerly to the northwest corner of the northeast quarter of  
27 the northwest quarter of said Section 16; thence southerly to the southeast  
28 corner of Government Lot 1 of said Section 16; thence westerly along the south  
29 line of said Government Lot 1 to the centerline of the Issaquah-Redmond Road;  
30 thence southeasterly along said centerline to the south line of the north 450  
31 feet of Government Lot 2 in said Section 16; thence westerly along the south  
32 line of the north 450 feet of said Government Lot 2 to the eastern shoreline of

1 Lake Sammamish; thence northerly and westerly along said shoreline to the south  
2 line of Government Lot 3 in Section 6; thence easterly along the south line of  
3 Government Lot 3 to the westerly margin of East Lake Sammamish Place, S. E., of  
4 said Section 6; thence northerly along the westerly margin of the East Lake  
5 Sammamish Place, S. E., to a point 492 feet north of and parallel with the south  
6 line of said Government Lot 3 in said Section 6; thence easterly along a line  
7 parallel to and 492 feet north of the south line of Government Lot 3 to the  
8 easterly margin of East Lake Sammamish Parkway, S. E.; thence southwesterly  
9 along the easterly margin of East Lake Sammamish Parkway, S. E., to the south  
10 line of Government Lot 3 in said Section 6; thence easterly to the northeast  
11 corner of the southeast quarter of the southeast quarter of said Section 6;  
12 thence northerly to the northwest corner of the northwest quarter of Section 5;  
13 thence easterly along the north line to the northeast corner of the west half  
14 of Government Lot 3 in said Section 5; thence southerly to the southeast corner  
15 of the west half of Government Lot 3 in said Section 5; thence westerly to the  
16 northwest corner of the southeast quarter of the northwest quarter of said  
17 Section 5; thence easterly to the southeast corner of the southwest quarter of  
18 the northeast quarter of said Section 5; thence northerly to the northwest  
19 corner of the northeast quarter of the northeast quarter of said Section 5,  
20 Township 24 North, Range 6 East, W. M.; thence northerly to the northwest corner  
21 of the southeast quarter of the southeast quarter of Section 32, Township 25  
22 North, Range 6 East, W. M.; thence easterly along the north line of the south-  
23 east quarter of the southeast quarter of said section 32 to the centerline of  
24 the Lewis-Thompson Road (No. 1087); thence northerly and westerly along said  
25 centerline to the south line of the north half of said Section 32; thence west-  
26 erly along said south line to the centerline of Issaquah-Redmond Road; thence  
27 southerly and westerly along said centerline to a point which lies S52°47'40"E  
28 a distance of 130 feet from the southeasterly corner of Tax Lot 49 as described  
29 in King County Assessor's File No. 322506-9049-0; thence N52°47'40"W a distance  
30 of 130 feet to the southeasterly corner of said Tax Lot 49; thence N83°28'10"W  
31 to the easterly shoreline of Lake Sammamish; thence northerly along said shore-  
32 line to the north line of Lot 8, Block 2, Inglewood Addition, as recorded in



1 Volume 3-169, Book of Plats in King County, Washington; thence easterly along  
2 said north line and its easterly extension to the centerline of East Lake  
3 Sammamish Parkway, N. E.; thence southerly to the south line of said Section;  
4 thence easterly along said south line to the southerly projection of the north  
5 south centerline of Block 15 of said Inglewood Addition; thence northerly along  
6 the north-south centerline of Blocks 15, 16, 17, 18, 19, and the northerly  
7 extension thereof to the south line of the northeast quarter of said Section 29;  
8 thence westerly along said south line to the southwest corner of the northeast  
9 quarter of said Section 29; thence  $N00^{\circ}34'12''E$  490.00 feet; thence  $S84^{\circ}25'48''E$   
10 883.96 feet; thence  $N41^{\circ}52'40''E$  79.16 feet; thence  $N58^{\circ}06'50''E$  462.76 feet to  
11 the west line of the southeast quarter of the northeast quarter of said Section  
12 29; thence northerly to the northwest corner of the southeast quarter of the  
13 northeast quarter of said Section 29; thence easterly to the northeast corner  
14 of the southeast quarter of the northeast quarter of said Section 29; thence  
15 easterly along the north line of the south half of the north half of Section  
16 28 to the northeast corner of the south half of the north half of said Section  
17 28, Township 25 North, Range 6 East, W. M., and the point of beginning.

18 EXCEPT the southeast quarter of the northwest quarter of Section 10,  
19 Township 24 North, Range 6 East, W. M.

20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

79 SEP 10 P 49

KING COUNTY COUNCIL

RECEIVED

M E R G E R   A G R E E M E N T

This agreement is entered into between King County Water District #82, King County, Washington, and King County Water District #121, King County, Washington, both municipal corporations of the State of Washington, pursuant to the provisions of RCW Chapter 57.36.

W I T N E S S E T H:

WHEREAS, Water District #82 and Water District #121 have corporate boundaries adjoining each other, and in close proximity to each other entirely within King County, Washington, and

WHEREAS, RCW Chapter 57.36 (Merger of Districts) provides that a merger of two Water Districts may be initiated whenever the Boards of Water Commissioners of both such Districts determine by Resolution that the merger of such Districts shall be conducive to the public health, welfare, and convenience of the Districts and shall be of special benefit to the lands and customers of both Districts, and

WHEREAS, the Boards of Water Commissioners have been fully advised by Alan Lange of Eastside Consultants, Inc., the engineer for Water District #121, Robert Burnett, of Eastside Consultants, Inc., the engineer for Water District #82, Bill Shores of Ernst Johnson and Company, Certified Public Accountants for both Districts, and by the respective legal counsel of both Districts, and Dave Landes of Foster and Marshall, Inc., Water District #82's financial consultant, that a merger of the Districts would be beneficial and would result in financial savings to both Districts, and would increase the convenience of the customers served, and in general would be conducive to the public health, welfare and convenience of the customers of both Districts, and will be of special benefit to the lands within the boundaries of the same, and

WHEREAS, the Board of Commissioners of each District has been fully advised with respect to the financial condition of the other District, and each District has provided the other with a list of all known assets and liabilities, and

WHEREAS, the Boards of Commissioners of both Districts have determined that full disclosure of the assets and liabilities of each District has been made, NOW THEREFORE

IT IS AGREED as follows:

- 1. PURPOSE. The purpose of this agreement is to provide the terms of merger of the two above named Water Districts as provided in RCW Chapter 57.36.

Water District #121 shall be the "MERGING DISTRICT" and shall merge into Water District #82, who shall be the "MERGER DISTRICT."

The two districts, as merged, shall survive under the name of Water District #82, which will also be referred to as "MERGED DISTRICT."

2. BENEFITS OF MERGER. The territory of the two existing Water Districts adjoin each other and Water District #82 now has an office which could readily serve as a common office to the customers within both Districts. The merger will result in a financial savings to both Districts, and increase convenience to the customers served. In general terms, the merger will be conducive to the public health, welfare and convenience of the inhabitants of the Merging Water District and the Merger Water District and will be of special benefit to the lands within the boundaries of the same.

3. EFFECTIVE DATE. As provided in RCW Chapter 57.36.030 and RCW Chapter 57.36.040, the merger will not be effective until the merger proposition has been approved by a majority of the voters of the Merging District and until the election has been certified in the manner provided by law; except that, for accounting convenience, as required by the accounting changes contemplated by this agreement, the merger shall be effective as of the first of the month following the month in which the merger otherwise becomes effective.

4. MERGER PROCEDURE. Both Districts acknowledge that in addition to the approval of the merger by a majority of the voters of the Merging District, this merger proposal is subject to the approval of the King County Boundary Review Board (RCW Chapter 36.93) and the King County Council (RCW Chapter 57.02); copies of this agreement and certified copies of the Resolutions of the Board of Water Commissioners of both Water Districts shall be delivered to the King County Boundary Review Board together with an appropriate Notice of Intent to Merge, and copies of said documents shall be delivered to the King County Council, Washington State Department of Ecology, and the Washington State Department of Social and Health Services. Upon the concurrence of King County Boundary Review Board and the King County Council, pursuant to such hearings as each body may determine, a special election shall be called, and the matter of the approval of disapproval of the proposed merger shall be submitted to the voters of Water District #121, the Merging District.

5. COST OF MERGER. If, for any reason, the merger shall not become effective, the cost of the proceedings, including the expense of the election and professional fees, shall be shared equally between the two Water Districts. If the merger becomes effective, the cost shall be paid by the new Merged District.

6. BOND COVENANTS. To the extent that either of the above existing Water Districts are presently or will be obligated to pay the principal and interest of revenue bonds outstanding at the date of the contemplated merger, the Merged Water District shall be bound to perform all of the covenants of such outstanding bonds. Nothing in this agreement or in the contemplated merger shall be construed to limit in any way the rights of the present or future holders of



such bonds. In particular, the new Merged Water District shall pay into the respective revenue bond funds now established for the purpose of amortizing the principal and interest due thereon, in such amounts and at such times as may be required by the respective bond covenants of the Water Districts from funds collected from the areas served by the respective Districts issuing said bonds.

7. VESTING OF FUNDS AND PROPERTY IN MERGED DISTRICT. All funds and property, real and personal, of Water District #121, the Merging District, shall vest in and become the property of the Merged District. Any outstanding indebtedness of any form owed by the Districts shall remain the obligation of the area of the original debtor district, and it shall be the obligation of the Board of Water Commissioners of the Merged Water District to make such levies, assessments or charges for service upon said area, or the water users therein as shall be required to pay off such indebtedness at maturity. The Merged Water District shall be bound by the obligations and shall be entitled to the benefits of all contracts of the now two existing Water Districts outstanding on the date of final merger approval.

8. UTILITY LOCAL IMPROVEMENT DISTRICTS.

(a) The Merged Water District shall cause the assessments outstanding in the respective Utility Local Improvement Districts of Water District #82 and Water District #121 to be collected by the King County Comptroller or by foreclosure in the manner provided by law. With the consent of the King County Comptroller, the Utility Local Improvement Districts may be redesignated to reflect the fact that the Merged Water District has succeeded to the interest of Water District #121.

(b) Amount paid for the principal and Interest of Assessments in Utility Local Improvement Districts outstanding at the time of merger shall continue to be paid into the respective Revenue Bond Funds in accordance with all outstanding bond covenants. Any principal or interest received after all of the bonds for which the assessments were pledged have been fully paid shall be paid into the appropriate maintenance fund for credit to the Merged Water District.

9. COMPREHENSIVE PLAN. On the effective date of the merger, the Comprehensive Plans of Water District #82 and Water District #121 shall become the Comprehensive Plan for the Merged Water District. A Comprehensive Plan for the Merged Water District may be amended from time to time to provide for additions or betterments to the water distribution systems of the Merged Water District in the manner provided by law.

10. GENERAL OBLIGATION BONDS. There are no presently outstanding General Obligation Bonds owing by either Water District #121 or Water District #82.

11. TRANSFER OF EMPLOYEES. The Water District #121 now has one part-time employee, namely Gladys MacKenzie, who performs clerical and bookkeeping services. Water District #82 agrees to employ the above named person on the same terms and conditions as her present term of employment with Water District #121, with employment to commence upon final approval of this merger agreement.

12. CUSTOMER RELATIONS. Customers of the respective districts shall be notified of this proposed merger agreement as soon as reasonably practical after its execution.

13. RULES, REGULATIONS AND POLICIES. Rules, regulations and policies of each District shall remain in full force and effect until this merger agreement is approved, election is certified, and merger effective. Upon approval of the majority of the voters in the Merging District and certification <sup>of the election results</sup> of the rules, regulations and policies of the Merging District shall cease to exist and the rules, regulations and policies of the Merged District shall remain in full force and effect until otherwise repealed or amended by the Board of Commissioners of new Merged District.

*Handwritten initials and scribbles:* JWH, K-M, etc.

14. RATES AND CHARGES. Existing rates and charges for services in the present boundaries of District #121 shall remain for a minimum of one year; commencing with the effective date of merger of said Districts.

15. COMPOSITION OF BOARD OF DIRECTORS OF MERGED DISTRICT. It is agreed by and between Water District #82 and Water District #121 and individually by the Commissioners of each District that commencing with the effective date of the merger, there shall be a Board composed of two Commissioners from Water District #82, and one Commissioner from Water District #121.

Robert A. Nova, presently the Chairman of the Board of Commissioners of Water District #82, shall continue to serve until the expiration of his present term of office. Kenneth McKenzie of the Board of Directors of Water District #121 shall be appointed immediately after the effective date of the merger to serve out the remaining term of office for one of the two remaining commissioners of Water District #82 who agrees to resign at the effective date of the merger as determined by a flip of the coin or mutual agreement.

DATED this 5th day of August Sept., 1979.

Approved by Resolution # A-395 of the Board of Water Commissioners of King County Water District #82, King County, Washington, adopted on the 4th day of September, 1979, and

Approved by Resolution # 316 of the Board of Water Commissioners of King County Water District #121, King County, Washington, adopted on the 5th day of August Sept., 1979.

*Signature of Robert A. Nova*

*Signature of Kenneth McKenzie*

*Signature of Thomas O. Chandler*

*Signature of J.W. Housley*

*Signature of Kenneth S. Jaffe*

*Signature of Danny J. Cava*

COMMISSIONERS  
Water District #82

COMMISSIONERS  
Water District #121