

July 18, 1985

INTRODUCED BY: RUBY CHOW

PROPOSED NO. 85-373

ORDINANCE NO. 7369

AN ORDINANCE authorizing the transfer of a sewer system from King County to Water District No. 128.

PREAMBLE:

The Council of King County finds that the transfer of the Skyway/Olson sewer system owned and operated by King County to Water District No. 128 pursuant to the attached agreement is in the public interest and is conducive to the public health, safety, welfare, and convenience.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The proposed transfer of ownership and operation of the Skyway/Olson sanitary sewer system from King County to Water District No. 128 is hereby approved.

SECTION 2. The county executive is hereby authorized to execute the proposed agreement transferring said sanitary sewer system to Water District No. 128.

SECTION 3. The council chairman is hereby authorized to petition the Superior Court for a decree approving and directing that said sanitary sewer system be transferred according to the terms and conditions of the proposed agreement.

INTRODUCED AND READ for the first time this 29th day of July, 1985.

PASSED this 7th day of October, 1985.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Gary Grant  
Chairman

ATTEST:

Dorothy M. Owens  
Clerk of the Council

APPROVED this 14th day of October, 1985.

Randy Revell  
King County Executive



AGREEMENT TRANSFERRINGSANITARY SEWER SYSTEM

THIS AGREEMENT is made and entered into by and between King County, hereinafter called the "County" and King County Water District No. 128, hereinafter called the "District". The purpose of this agreement is to transfer a sanitary sewer system owned and operated by the County to the District for its ownership and operation. This agreement is based upon the following facts, recognized by both parties:

1. The County is a home-rule charter county under the laws of Washington. It is authorized to own and operate sanitary sewer systems, and to transfer such ownership and operation, under RCW 36.94.

2. The District is a water district organized pursuant to RCW Title 57 and authorized to accept transfer of and to own and operate a sanitary sewer system, under RCW 57.08.065, RCW 36.94.420, and RCW 57.40.150.

3. The system which is the subject of this agreement is commonly known as the Skyway/Olson system and all extensions thereof (hereinafter called the "System"). At the time of this agreement, the System serves approximately 882 customers directly and serves others by developer extension agreements. For purposes of this agreement the "area served" by the System shall mean those parcels of property within the boundaries described in Addendum A, which is attached hereto and incorporated herein by this reference.

4. The integral system is a combination of sanitary sewer lines, manholes, side sewers, lift stations and necessary appurtenances associated with or used or useful in the collection of sewage by the System.

5. In addition to the integral components of the System described in paragraph 4, the County owns certain maintenance and office equipment, supplies and records associated with the System, which are described in Addendum B, which is attached hereto and incorporated herein by this reference.

6. The County owns certain easements of record standing in its name and in the name of Sewer and Drainage District No. 4 of King County, Washington, which permit it to construct and maintain the System's facilities on private property. Certain of those easements are described in Addendum J, which is attached hereto and incorporated herein by this reference.

7. The County currently has a fund balance of approximately \$64,000 associated with the System. This fund is derived from all revenues, permit fees, and operation and maintenance charges generated by the System and is used only to pay the expenses of the System such as debt service and operation and maintenance costs.

8. The County owns an interest in certain real property used as part of the System and described in Addendum C, which is attached hereto and incorporated herein by this reference.

9. The County has certain contractual rights and obligations in connection with the system. These rights and obligations arise under the agreements which are attached as Addenda D, E, F, G, and H, and incorporated herein by this reference.

10. The District has proposed to accept the transfer of the System from the County and assume operation of the System in the manner described herein.

11. The County recognizes a need to provide the District with a loan or loans of up to \$65,000 to fund specific projects in order to make operation of the System financially feasible. Both parties find that such a loan would be in the public interest.

12. The King County Council, by Ordinance No. \_\_\_\_\_ has found that the transfer of the System to the District under the terms herein would be in the public interest and conducive to the public health, safety, welfare, and convenience.

13. The District by RESOLUTION 85-07 has also found that such a transfer would be in the public interest and conducive to the public health, safety, welfare and convenience.

NOW THEREFORE, the parties hereby agree as follows:

A. All sanitary sewer lines, manholes, side sewers, lift stations, and necessary appurtenances owned by the County in connection with the System shall hereby be transferred to and become the property of the District. The County warrants that title to all such assets shall be transferred free and clear of any and all encumbrances. For any such facilities which have been constructed on County road right-of-way, the District shall be permitted to continue to use that portion of right-of-way for the purpose of operating and maintaining the facilities.

B. All maintenance and office equipment and supplies described above and all records relating to the construction, maintenance and operation of the System shall hereby be transferred to and become the property of the District. The County shall make available to the District, for a period of two months, County personnel needed to assist in identifying, organizing and checking said records.

C. All easements described in paragraph 6, above, are hereby conveyed and quitclaimed to the District, including the easements described in Addendum J. For any such easements not specifically described in Addendum J, the County agrees to execute and deliver, upon request of the District, sufficient additional documents to convey or confirm conveyance of all interest of the County and of Sewer and Drainage District No. 4, in such easements.

D. All interests in real property owned by the County and described above shall be deeded and conveyed to the District within 120 days of the effective date of the transfer.

E. The County shall provide the District with one or more loans totaling no more than \$65,000, under terms substantially the same as those in the Loan Agreement attached as Addendum I.

F. The County will keep segregated and will transfer to the District any fund balance associated with the System at the time of the transfer, less \$500 required for the redemption of an outstanding bond and less an amount required to cover the County's costs of terminating its operation of the system. Such termination costs are estimated to be \$7,590. The County will also transfer to the District all accounts receivable or other debts owed to the County in connection with the System, together with any security interests or liens securing repayment of such debts.

G. All the County's rights and obligations under the contracts described above are hereby assigned and delegated to the District.

H. The District shall assume responsibility for providing the sanitary sewer services for the System, including the maintenance, operation, and all other administrative and financial duties associated with the System.

I. The District agrees to accept the System "as is," with no warranty from the County as to the physical condition, efficiency, capacities, freedom from physical defect, or fitness of any element of the System or of the System as a whole. Any necessary repairs, modifications, or improvements to the System will be the responsibility of the District.

J. The District shall not compel sewer connection or impose sewer charges without connection for any parcels with existing septic systems within the area served by the System but not now connected to the System at the date of transfer. This paragraph shall not limit the District's authority to make assessments or require connections as part of the formation of a Utilities Local Improvement District, nor shall it limit the authority of the King County Health Department or other governmental authority to compel sewer connection under conditions specified by its regulations.

K. The District further agrees to abide by the following terms in its maintenance and operation of the System:

(1) Except to the extent of Metro rate increases, the rates charged by the County will remain in effect for at least one year following the date of transfer and will be increased thereafter only as necessary. Although water and sewer operations will be integrated, the District intends to allocate costs separately to each system and set rates to meet these separate costs.

(2) The District shall ensure that for at least two years senior citizens shall be charged rates no higher than those they are charged by the County, except to the extent of Metro rate increases.

(3) The District will not reduce overall operations or maintenance levels below those of the County as delineated in correspondence dated March 29, 1983.

(4) The District will add sufficient maintenance personnel as necessary to maintain the standards specified in item (3), above.

(5) The District will take over billing of customers at the time of transfer.

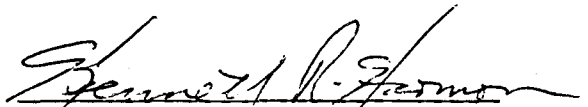
L. The transfer provided for by this Agreement shall take effect \_\_\_\_\_, 19\_\_\_\_, or thirty days after entry of the court order required by RCW 36.94.440, whichever is later. The District recognizes, however, that the transfer of the System is part of an effort by the County to simultaneously transfer to other agencies all sewer facilities currently operated by the County. If any or all such other transfers are delayed, as prevented or cancelled for any reason, the transfer provided for herein shall not be effective unless or until all such transfers occur. If this transfer is not completed by December 31, 1986, this Agreement is deemed terminated.

M. The area served by the System shall be deemed annexed to and a part of the District as of the above-stated effective date.


KING COUNTY

DISTRICT

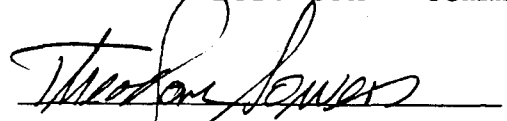
By: \_\_\_\_\_  
its \_\_\_\_\_  
Title \_\_\_\_\_

By:   
Kenneth Harman  
President of Board  
its \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to form:

  
Donald Sorenson - Commissioner

\_\_\_\_\_  
JACK G. JOHNSON  
Deputy Prosecuting Attorney

  
Theodore Sowers - Commissioner



SKYWAY SEWER  
Legal Description

Those portions of Sections 11, 12, 13, and 14, Township 23 North, Range 4 East, W.M. King County, Washington described as follows:

Beginning at the intersection of the NE margin of S. 129th Street and the north line of the NW  $\frac{1}{4}$  of said Section 14

Thence west along said north line to its intersection with the northerly extension of the easterly margin of Beacon Coal Mine Place South.

Thence southeasterly along said extension and easterly margin and the easterly margin of Beacon Coal Mine Road South to the intersection with the NW line of lot 93 East Riverton Garden Tracts 2nd Addition as recorded in Vol. 12 of Plats, page 79.

Thence northeasterly to the most northerly point of said lot 93.

Thence southeasterly to the most southerly point of lot 120 of said plat.

Thence east to the point of intersection with the southwesterly margin of Empire Way South and the north line of lot 99 of said plat.

Thence southeasterly along said margin of Empire Way to the east line of said lot 99.

Thence south along said east line to the south line of lot 108 of said plat

Thence east along said south line and extension to the east margin of 64th Avenue South.

Thence south along said east margin to the SW corner of lot 4, blk. 6 South Seattle Gardens as recorded in Vol. 19 of plats, page 17.

Thence east to the SW corner of lot 4, blk. 7 said plat.

Thence north along the west line of said lot 4, five feet distance.

Thence east parallel with the south line of said lot 4 extended to its intersection with the northerly extension of the west line of lot 13, blk. 7.

Thence south along said extension 5 feet distance.

Thence west along the north line of lot 12, blk. 7, 4.33 feet distance.

Thence south parallel with the east line of lot 12, 35 feet distance.

Thence east parallel with the north line of lot 12 extended to a point which lies 160 feet easterly of the east margin of 66th Avenue South.

Thence north parallel with the east margin of 66th Avenue South to the south margin of John Langston Road.

*ADDENDUM A*

Thence east along said margin to the west line of the east 220 feet of the NE  $\frac{1}{4}$  of said Section 14.

Thence south along said west line to a point which lies 174 feet northerly of the easterly extension of the south line of said plat of South Seattle Gardens.

Thence east parallel with said easterly extension 110 feet distance.

Thence north parallel with the east line of the NE  $\frac{1}{4}$  of Section 14 to the south margin of John Langston Road.

Thence east along said margin to its intersection with said east line of the NE  $\frac{1}{4}$  of Section 14.

Thence north along said east line to the south line of KCSP 578108 AF 7811090903 located in the NW  $\frac{1}{4}$  of said Section 13.

Thence east along said south line and extension to the centerline of 69th Avenue South.

Thence north along said centerline to the north line of said NW  $\frac{1}{4}$  of Section 13.

Thence east along said north line to its intersection with the northerly projection of the west line of lot 2, Skyccrest No. 2, recorded in Vol. 68 of plats, page 36, records of King County.

Thence south along said projection and west line to the SW corner of said lot 2.

Thence east along the south line of lot 2 and extension 194.18 feet more or less.

Thence S 1-07-54 W to the south line of the north 180 feet of the NW  $\frac{1}{4}$  of said Section 13.

Thence S 88-02-02 E 134 feet distance.

Thence N 1-07-54 E 20 feet distance

Thence S 88-02-02 E to the east line of the west 234 feet of the NW  $\frac{1}{4}$  of said Section 13.

Thence north along said east line to the south margin of South 128th Street.

Thence east along said margin to the east margin of 76th Avenue South.

Thence north along said east margin to the north line of lot 12, blk. 7, according to the plat of Scenic Ridge Heights as recorded in Vol. 23 of plats, page 47.

Thence east to the NE corner of said lot 12.

Thence south along the east line of lot 12 to the south line of the north 30 feet of lot 11 of said blk. 7, Scenic Ridge Heights.

Thence east along said south line to the west line of lot 10 of blk. 7.

Thence north to the NW corner of said lot 10.

Thence northwesterly to the most westerly point of lot 3, blk. 7 of said plat.

Thence west along the south line of lot 2, blk. 7, to the east margin of 76th Avenue South.

Thence north along said margin 140 feet distance.

Thence S 54-04-26 E 40 feet more or less.

Thence N 35-04-36 E to the NE margin of Renton Avenue South.

Thence northwesterly along said margin to the southeast line of lot 17, blk. 4, said Scenic Ridge Heights.

Thence northeasterly to the most westerly point of lot 3, blk. 4 of said plat.

Thence southeasterly to the most southerly point of lot 4, blk. 4 of said plat.

Thence northeasterly along the southeast line of said lot 4 and its extension to the northeast margin of South 126th Street.

Thence northwesterly to the most westerly point of lot 11, blk. 3 of said Scenic Ridge Heights.

Thence northeasterly to the most westerly point of lot 4, blk. 3 of said plat.

Thence southeasterly, northeasterly, and easterly along the boundary of said lot 4 to the west margin of 78th Avenue South.

Thence east to the east margin of 78th Avenue South.

Thence north to the NW corner of lot 2, blk. 2 of said Scenic Ridge Heights.

Thence east to the SE corner of lot 10, blk. 2 of said plat.

Thence north to the NE corner of said lot 10.

Thence continuing north to the SW corner of the E  $\frac{1}{2}$  of 79th Avenue South as vacated 4-5-1948.

Thence continuing north along said west line of the E  $\frac{1}{2}$  of vacated 79th Avenue South to its intersection with the easterly extension of the south line of lot 15, blk. 7 Seattle Heights as recorded in Vol. 19 of plats, page 49.

Thence east along said extension to the east margin of 79th Avenue South.

Thence north to the NW corner of Tract 28 of Kelsey Craig Five Acre Tracts as recorded in Vol. 9 of plats, page 79.

Thence east along the north line of said Tract 28 extended to the east line of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 12.

Thence north along said east line to its intersection with the easterly extension of the south line of lot 15, blk. 1 said Seattle Heights.

Thence west along said easterly extension and south line extended westerly to the centerline of 79th Avenue South.

Thence north along said centerline extended to the centerline of South 120th Street.

Thence west along said centerline to the centerline of 76th Avenue South being also on the east line of the NW  $\frac{1}{4}$  of said Section 12.

Thence north, west, and south along the boundary of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 12 to the centerline of Seattle Josiah Road No. 17 as established 11-13-66.

Thence west along the west line of the east 48 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 12.

Thence south along said west line to a point which lies 100 feet south of the south margin of said Seattle Josiah Road No. 17.

Thence west parallel with said margin to the west line of the east 246 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 12.

Thence south along said west line to a point which lies 207.11 feet south of the south margin of Seattle Josiah Road No. 17.

Thence west 108 feet distance to the west line of the east 354 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 12.

Thence north along said west line to a point which lies 177.94 feet south of the south margin of Seattle Josiah Road No. 17.

Thence west to a point of the west line of the east 462 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 12, said point being 175.84 feet south of the south margin of Seattle Josiah Road No. 17.

Thence N 89-29-53 W 108 feet distance.

Thence N 0-30-07 E 61.84 feet distance.

Thence N 89-29-53 W 108 feet distance.

Thence N 0-30-07 E to the centerline of Seattle Josiah Road No. 17.

Thence northwesterly along said centerline to the west line of the east 1,110 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 12.

Thence south along said west line to the centerline of Renton Avenue South.

Thence northwesterly along said centerline to the west line of Section 12.

Thence south along said west line to the north line of south 180 feet of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 11.

Thence west along said north line 155.50 feet.

Thence north parallel with the east line of the SE  $\frac{1}{4}$  of Section 11 to the north line of the south 300 feet of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 11.

Thence west along said north line 174 feet.

Thence south parallel with the east line of the SE  $\frac{1}{4}$  of Section 11 to the north line of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 11.

Thence west along said north line 117.3 feet.

Thence south parallel with the east line of the SE  $\frac{1}{4}$  of Section 11 to the centerline of Beacon Avenue South.

Thence southeasterly along said centerline to its intersection with the easterly extension of the north line of lot 15 of Langston Lane as recorded in Vol. 63 of plats, page 42.

Thence west along said easterly extension and north line extended westerly to the NW corner of lot 20 of said plat.

Thence south along the west line of lot 20 and its southerly projection to the centerline of South 127th Place.

Thence west along said centerline to the east margin of 64th Avenue South.

Thence south along said east line to the south line of the SE  $\frac{1}{4}$  of Section 11.

Thence west along said south line to the southwest margin of South Langston Road.

Thence southeasterly along said margin to the north line of lot 136 of East Riverton Garden Tracts 2nd Addition as recorded in Vol. 12 of plats, page 79.

Thence west along said north line and extension to its intersection with the southerly extension of the west line of the east 54 feet of lot 140 of said plat.

Thence north along said west line and extensions to the centerline of South Langston Road.

Thence northwesterly along said centerline 125 feet more or less.

Thence N 44-16-32 E 119.43 feet to the south line of lot 174 of said plat of East Riverton Garden Tracts 2nd Addition.

Thence east along said south line to the west line of the east 230 feet of said lot 174.

Thence north along said west line to the north line of lot 174.

Thence west along said north line to its intersection with the southerly extension of the east line of lot 7 Nagel's Addition as recorded in Vol. 76 of plats, page 73.

Thence north to the SE corner of said lot 7.

Thence east along the easterly extension of the south line of said lot 7 200 feet distance.

Thence N 0-29 E 90 feet distance.

Thence S 89-37 E to the west margin of 64th Avenue South.

Thence north along said margin to the southwest margin of Beacon Avenue South.

Thence east to the west line of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 11.

Thence north along said west line to the north line thereof.

Thence east along said north line to its intersection with the southerly extension of the west margin of 66th Avenue South as vacated 2-6-56.

Thence north along said extension and west of 66th Avenue South to the south line of the north 440.29 feet of the SE  $\frac{1}{4}$  of Section 11.

Thence S 89-31-55 W to the west line of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 11.

Thence south along said west line to its intersection with the easterly extension of the north line of lot 33 of East Riverton Garden Tracts recorded in Vol. 12 of plats, page 48.

Thence west along said extension and north line 210 feet more or less.

Thence S 30-54-15 E 57 feet distance.

Thence S 69-48-01 W to the centerline of Beacon Avenue South.

Thence southeasterly along said centerline to its intersection with the easterly extension of the south line of lot 28 of said East Riverton Garden Tracts.

Thence west to the SW corner of said lot 28.

Thence north to the NE corner of lot 25 of said plat.

Thence west along the north line of lot 25 to the east line of the west 200 feet of lot 24 of said plat.

Thence north along said east line to the north line of lot 24.

Thence west along said north line to a point which lies 300 feet westerly of the SE corner of lot 23 of said plat.

Thence north parallel with the west line of lot 23 a distance of 75 feet.

Thence east parallel with the north line of said lot 23 to the westerly margin of Beacon Avenue South.

Thence northwesterly along said margin to the south line of lot 21 of East Riverton garden tracts.

Thence west along said south line to the east line of the west 100 feet of said lot 21.

Thence north along said east line to its intersection with a line drawn from a point 62 feet north of the SW corner of said lot 21 to a point on the easterly line of said lot 21 being 112 feet northwesterly from the SE corner thereof.

Thence northeasterly along said described line to the southwest margin of Beacon Avenue South.

Thence northwesterly along said margin to its intersection with the easterly extension of the North line of lot 9 of East Riverton Garden Tracts.

Thence west along said extension and north line to the east line of the west 250 feet of said lot 9.

Thence south along said east line to the north line of lot 8 of said plat.

Thence west to the east line of the west 200 feet of said lot 8.

Thence south along said east line to the south line of lot 8.

Thence west to the SW corner of lot 8.

Thence south to the NW corner of lot 4 of East Riverton Garden Tracts.

Thence east to the east line of the west 200 feet of said lot 4.

Thence south along said east line to the north line of lot 3 of said plat.

Thence west along said north line to the east line of the west 150 feet of said lot 3.

Thence south along said east line to the south line of lot 3.

Thence west along said south line extended to the west line of the SE  $\frac{1}{4}$  of Section 11.

Thence south along said west line to the south margin of South Langston Road.

Thence northwesterly along said margin to the west margin of 57th Avenue South.

Thence south along said margin to the centerline of 56th Place South.

Thence northwesterly along said centerline to the north line of the SW  $\frac{1}{4}$  of Section 11.

Thence west along said north line to the northeasterly limited access line of SR-5.

Thence southeasterly and southerly along said limited access line to the south margin of South 126th Street.

Thence east along said margin to the NW corner of lot 3, blk. 6 of Allentown Acres recorded in Vol. 13 of plats, page 22.

Thence south to the SW corner of said lot 3.

Thence east along the south line of lot 3 extended to the east line of the west 30 feet of lot 7, blk. 6.

Thence S 2-45-11 W to the northeast margin of South 129th Street.

Thence southeasterly along said margin to the Point of Beginning.

TOGETHER WITH ALL those portions of Section 13 and 14, Township 23 North, Range 4 East, W.M. King County, Washington described as follows:

Beginning at the SW corner of lot 4, blk 6 of South Seattle Gardens as recorded in Vol. 19 of plats, page 17 being located in the NE  $\frac{1}{4}$  of Section 14.

Thence east to the SW corner of lot 4, blk. 7 said plat.

Thence north along the west line of said lot 4, 5 feet distance.

Thence east parallel with the south line of said lot 4 extended to its intersection with the northerly extension of the west line of lot 13, blk. 7.

Thence south along said extension 5 feet distance.

Thence west along the north line of lot 12, blk. 7, 4.33 feet distance.

Thence south parallel with the east line of lot 12, 35 feet distance.

Thence east parallel with the north line of lot 12 extended to a point which lies 160 feet easterly of the east margin of 66th Avenue South.

Thence north parallel with the east margin of 66th Avenue South to the south margin of John Langston Road.

Thence east along said margin to the west line of the east 220 feet of the NE  $\frac{1}{4}$  of said Section 14.

Thence South along said west line to a point which lies 174 feet northerly of the easterly extension of the south line of said plat of South Seattle Gardens.

Thence east parallel with said easterly extension 110 feet distance.

Thence north parallel with the east line of the NE  $\frac{1}{4}$  of Section 14 to the south margin of John Langston Road.

Thence east along said margin to its intersection with the centerline of Cedar River Pipeline right of way.

Thence easterly along said centerline to its intersection with the southerly extension of the west line of lot 14 South Beacon Hill Tracts as recorded in Vol. 13 of plats, page 95.

Thence north along said extension and west line to the south line of the north 75 feet of said lot 14.

Thence east along said south line 246 feet to the east line of the west 246 feet of said lot 14.



Thence south along said east line 25 feet to the south line of the north 100 feet of said lot 14.

Thence east along said south line 200 feet to the west line of the east 220 feet of said lot 14.

Thence south along said west line to the south line of the north 115.01 feet of said lot 14.

Thence east along said south line to the west line of the east 75.01 feet of said lot 14.

Thence south along said west line to the south line of the north 176.65 feet of said lot 14.

Thence east along said south line to the east line of said lot 14.

Thence north along said east line extended a distance of 195 feet more or less to the south margin of South Langston Road.

Thence east along said margin to the east line of the west 85 feet of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 13.

Thence south along said east line to the south line of the north 160 feet of lot 7 L. H. Roger's Alder Grove recorded in Vol. 5 of plats, page 80.

Thence east along said south line to the east line of the west 180 feet of said lot 7.

Thence south along said east line to the south line of the north 235 feet of said lot 7.

Thence east along said south line to the west line of Johnston's Terrace as recorded in Vol. 88 of plats, page 58.

Thence north to the NW corner of lot 6 of said plat.

Thence east to the NE corner of lot 3 of said plat.

Thence south along the east line of said plat extended to the centerline of South 132nd Street.

Thence southwesterly along said centerline to the centerline of Cedar River Pipeline right of way.

Thence southeasterly along said centerline of Cedar River Pipeline right of way to its intersection with the northerly extension of the west line of lot 5, blk. 3 R. L. Haddock Addition to Earlington recorded in Vol. 38 of plats, page 4-5.

Thence south along said extension and west line extended southerly to the centerline of Empire Way South.

Thence westerly along said centerline to a point which lies 887.01 feet east of the west line of Section 13.

Thence south parallel with said west line of said Section 13 to the south margin of Empire Way south.

Thence continuing S 01-24-50 W 279.45 feet distance.

Thence N 88-35-10 W 50 feet distance.

Thence S 01-24-50 W 418.44 feet distance to the north margin of South 137th Street.

Thence west along said margin to the NE corner of lot 32 of Junction Addition to City of Seattle as recorded in Vol. 12 of plats, page 75.

Thence S 69-18-33 W to the centerline of Chas. Monster Road (68th Avenue South).

Thence northerly along said centerline to the centerline of Empire Way South.

Thence northwesterly along said centerline of Empire Way South to its intersection with southerly extension of the east margin of 64th Avenue South.

Thence north along said extension and east margin to the Point of Beginning.

INVENTORY -- SKYWAY/OLSON

<u>K.C.</u> <u>TAG NO.</u>	<u>ITEM</u>	<u>COST</u>	<u>YEAR</u> <u>PURCHASED</u>	<u>APPROX.</u> <u>VALUE</u>
83396	Toro Lawn Mower	\$319.45	1982	\$150.00
81652	Air Monitor	685.10	1979	300.00
81673	Gas Weedeater	158.04	1981	125.00

ADDENDUM B

WARRANTY DEED

The Grantors, JOHN VERTREES and LILA VERTREES, his wife, and JOHN HARER and ALICE HARER, his wife, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, convey and warrant to KING COUNTY SEWER AND DRAINAGE DISTRICT NO. 4, a municipal corporation, the following described real estate, situated in the County of KING, State of Washington, to-wit:

That portion of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 12, Township 23 North, Range 4 E.W.M., situated in King County, State of Washington, described as follows:

Starting at the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and running thence 30 feet westerly along the south line of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  to the western boundary of 72nd Ave. So. the true point of beginning; thence continuing westerly along said south line 80 feet; thence northerly 90° from last bearing 80 feet; thence easterly 90° for 80 feet, more or less, to the said western boundary of 72nd Avenue South; thence southerly along said western boundary for 80 feet, more or less, to the true point of beginning.

DATED this 4<sup>th</sup> day of August, 1965.

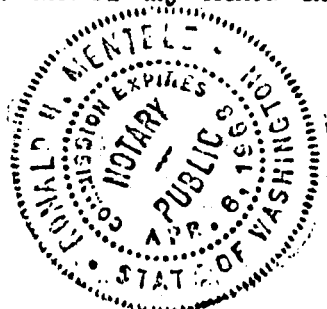
John Vertrees  
JOHN VERTREES  
Lila E. Vertrees  
LILA VERTREES

John Harer  
JOHN HARER  
Alice Harer  
ALICE HARER

STATE OF WASHINGTON, )  
County of KING. ) ss

On this day personally appeared before me JOHN VERTREES and LILA VERTREES, his wife, and JOHN HARER and ALICE HARER, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4<sup>th</sup> day of August 1965.



Ronald H. Mentel  
Notary Public in and for the State of Washington, residing at Seattle.

Filed for Record Aug. 17 1965 2:30 P.M.  
Request of Board of County Commissioners  
ROBERT A. MORRIS, County Auditor

ADDENDUM C

MAR 29 1984

NOEM MALENG  
PROSECUTING ATTORNEY  
CIVIL DIVISION

AGREEMENT FOR REIMBURSEMENT OF  
SEWER CONSTRUCTION COSTS



THIS AGREEMENT, this 16th day of September, 1982, by and between KING COUNTY, WASHINGTON ("County" herein), and FIRST CITY DEVELOPMENTS CORP. ("First City" herein).

RECITALS:

WHEREAS: First City is the owner of approximately 24 acres of real property located in King County, Washington, and described in Exhibit A attached to and made a part of this Agreement;

WHEREAS: First City proposes to construct sewer facilities which will benefit its property, as well as other property located in the vicinity of its property and described in Exhibit B attached to and made a part of this Agreement and shown on the map attached as Exhibit C. (The property described in Exhibit B and not described in Exhibit A is referred to herein as "Other Property.")

WHEREAS: First City has determined by engineering studies that the most efficient manner of providing sewer facilities to its property and the Other Property is to collect sewage by gravity to a common point within the drainage area of the property and pump the same to the available gravity sewer system at the closest available location in Empire Way South at South 129th Street, and, accordingly, has contracted for engineering services to secure necessary permits and prepare final plans and specifications, for approval of the County and other appropriate agencies, for sewage facilities generally described as:

- (1) An underground sewage pump station capable of handling sewage flows of at least 550 gpm. located in State Right-of-way of SR 900 (Empire Way South) at approximately 70 feet right of Highway Station 98+80.
- (2) A 6-inch sewage force main to convey the sewage from the pump station along the Northeasterly side of Empire Way

to a point of connection with County facilities to be constructed by County, at approximately 35 feet right of Highway Station 119+10.

- (3) An 8-inch gravity sewer line from the left side of Empire Way South at about Station 88+20 to the right side, thence in a Northwesterly direction to the pump station described in (1) above.

WHEREAS: First City has concluded that insufficient interest in such project exists among Other Property owners to form a local improvement district to provide such facilities, and has determined to construct such facilities provided the County will assume ownership and responsibility for their maintenance and operation;

WHEREAS: It is reasonable that First City be reimbursed from collection of charges for owners of Other Property hooking up to the sewer for its costs of reconstruction and installation as provided in this agreement below and on the bases provided below, thereby apportioning such reasonable costs most equitably according to the benefits derived by property owners from such work;

WHEREAS: The policy of the County is to operate only those privately-developed sewage pump stations from which the income exceeds the costs of maintenance and operation. First City is not able to operate and maintain the proposed sewage facilities but King County does have such capability and operates other facilities of identical manufacture in this area, and proper operation and maintenance is important to the preservation and serviceability of the system;

IT IS AGREED:

1. Upon completion of the sewer facilities described above (hereinafter referred to as "the facilities.") and upon approval and acceptance by the County, a bill of sale, in the form approved and furnished by the County, shall be executed and delivered to the County, by First City and thereafter the facilities shall become the property of the County which will

operate and maintain the facilities and which may apply thereto all regulations and conditions of service and make such charges therefor as the County deems reasonable and proper.

2. First City agrees to directly reimburse the County for the costs of operating and maintaining the facilities to the extent that these costs exceed that portion of the county service charge attributable to the cost of operating and maintaining the facilities. For the purpose of this agreement twenty percent of the county service charges collected from property served by the facilities are considered attributable to the cost of operating and maintaining the facilities. The County service charge is the base sewer rate less the Metro charge and any special charges unique to the Skyway sewer system.

Such maintenance and operation costs shall include:

- a. Actual costs of power, water and telephone company telemetric charges and the actual costs of parts, or supplies needed to maintain the pump station, excluding tools and special equipment.
- b. Costs of labor to perform periodic inspection of the operation of the station and routine maintenance servicing at appropriate intervals, estimated to require approximately between one and two hours several times per week.
- c. Costs of labor to perform emergency repair and maintenance as required by circumstances other than those caused by the County.

Costs of labor shall be payroll costs multiplied by 1.84 to cover employee benefits and administrative costs.

The amounts to be directly reimbursed by First City shall be billed quarterly by the County and paid by First City within thirty (30) days of receipt of the statement. It is understood and agreed that the obligation of First City to pay these charges is for a benefit to and are a burden upon and runs with the land described in Exhibit A. First City's obligations under this paragraph shall continue only until such time as that portion of the County service charge attributable to the cost of operating

and maintaining the facilities equals or exceeds the cost of operating and maintaining the facilities for a period of six consecutive months.

3. As a condition precedent to allowing any parcel in, or in the vicinity of, the area described in Exhibit B to connect to the facilities, the County shall collect a latecomer's fee according to the relative benefit of the facilities to such parcel. This fee shall be based on the area of the parcel served by the extension by dividing the cost of construction indicated in Section 4 by the area described in Exhibit B and multiplying the resultant by the area of the parcel to be served. Eighty percent (80%) of said fee collected by the County shall be paid to First City within 60 days after the receipt thereof. The remaining twenty percent (20%) of said fee shall be retained by the County as reimbursement for the costs of collection and administration of Sewerage and Drainage District No. 4. The County's obligations under this paragraph shall apply only to those parcels connected to service within 15 years of the acceptance of the facilities by the County.

4. The actual costs of construction, for purposes of the calculation pursuant to paragraph 3 above, shall mean the following:

- a. Actual cost of engineering required to obtain all permits and franchises, and to prepare plans and specifications for agency approval and bidding.
- b. Actual cost of payment of permit and franchise, plan review, inspection and testing fees.
- c. Actual cost of premiums to obtain and pay for all required bonds and insurance.
- d. Actual cost of construction as determined by contractor's statements for the work performed in carrying out the work shown on the approved plans together with any other work necessary to accomplish the work.
- e. Actual cost of charges for utility connections and utility consumption charges incurred during the



construction of all of the work and acceptance of the facilities.

- f. Actual cost of all sales and other use taxes excluding business and occupation taxes.
- g. First City's administrative overhead costs associated with the construction which are herein established at twenty percent (20%) of the sum of the above amounts in Items a through f.

Other costs of capital and other costs not identified in this paragraph above will not be considered as costs of construction allocable to this project.

5. This Agreement shall be recorded in the King County Department of Records and Elections and shall be binding on the parties hereto, their heirs, and assigns. The obligations herein are a burden upon and run with the property described in Exhibit A. Grantees of said property or any portion thereof shall be jointly and severally liable for the obligations undertaken herein by First City.

DATED: 9-16-82, 1982.

KING COUNTY, WASHINGTON

Approved as to Form:

By: [Signature]  
Date: 9/16/82

By [Signature]  
JAMES W. GUENTHER, Director  
King County Department of  
Public Works

FIRST CITY DEVELOPMENTS CORP.

By [Signature]  
Its Vice President

By [Signature]  
Its Chairman

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

On this day personally appeared before me Donald M. McMillan and Raymond C. Swanson, to me known to be the Vice President and Assistant Secretary, respectively, of First City Developments Corp, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed on September 2, 1982.

Colleen K Nakatsu  
Notary Public in and for the State  
of Washington residing at Seattle.

My Commission Expires: 8-15-85

EXHIBIT A

The land referred to in this commitment is situated in the State of Washington, County of King and is described as follows:

A portion of the North 1,510.74 feet of the C.E. BROWNELL DONATION CLAIM NO. 41 in Sections 13 and 14, Township 23 North, Range 4 East W.M., in King County, Washington, and a portion of Tract 32 of JUNCTION ADDITION TO THE CITY OF SEATTLE, according to the plat thereof recorded in Volume 12 of Plats, page 75, records of King County, Washington, described as follows:

Commencing at the Southeast corner of the North 1,510.74 feet of C.E. BROWNELL CLAIM NO. 41;  
thence North  $88^{\circ}37'10''$  West along the South line of the North 1,510.74 feet of said donation claim 1,430.34 feet to the Southwest corner of the GUYON MALLORY TRACT and the true point of beginning; said point also being the Southwest corner of the CONDOMINIUM PLAT OF EMPIRE ESTATES, according to Volume 28 of Condominums, pages 106 through 120, inclusive, records of King County, Washington;  
thence North  $01^{\circ}24'50''$  East along the West line thereof a distance of 418.44 feet, more or less, to an angle point, which is 300 feet South of the Southerly line of State Highway No. 2;  
thence South  $88^{\circ}35'10''$  East a distance of 50.00 feet to an angle point;  
thence North  $01^{\circ}24'50''$  East along the West line thereof, a distance of 279.45 feet to the Southwesterly line of Empire Way South;  
thence Northwesterly along said Southwesterly line the following courses and distances, North  $66^{\circ}14'29''$  West, a distance of 220.44 feet;  
thence North  $23^{\circ}45'31''$  East, a distance of 20.00 feet;  
thence North  $66^{\circ}14'29''$  West, a distance of 677.09 feet to the Easterly line of the Charles Monster Road (68th Avenue South);  
thence Southwesterly along said Easterly line the following courses and distances; South  $11^{\circ}05'31''$  West, a distance of 57.42 feet to a tangent curve to the right having a radius of 507.46 feet;  
thence Southwesterly along said curve through a central angle of  $28^{\circ}56'00''$ , an arc distance of 256.26 feet;  
thence South  $40^{\circ}01'31''$  West, a distance of 456.31 feet to a tangent curve to the left having a radius of 542.96 feet;  
thence Southwesterly along said curve through a central angle of  $10^{\circ}19'00''$ , an arc distance of 97.76 feet;  
thence South  $29^{\circ}42'31''$  West, a distance of 363.56 feet to a tangent curve to the left having a radius of 256.48 feet;  
thence Southerly along said curve through a central angle of  $44^{\circ}04'59''$ , an arc distance of 202.88 feet;  
thence leaving said Easterly line North  $69^{\circ}26'00''$  East, a distance of 509.78 feet to a point, on the South line of the North 1,510.74 feet of

(continued Exhibit A)

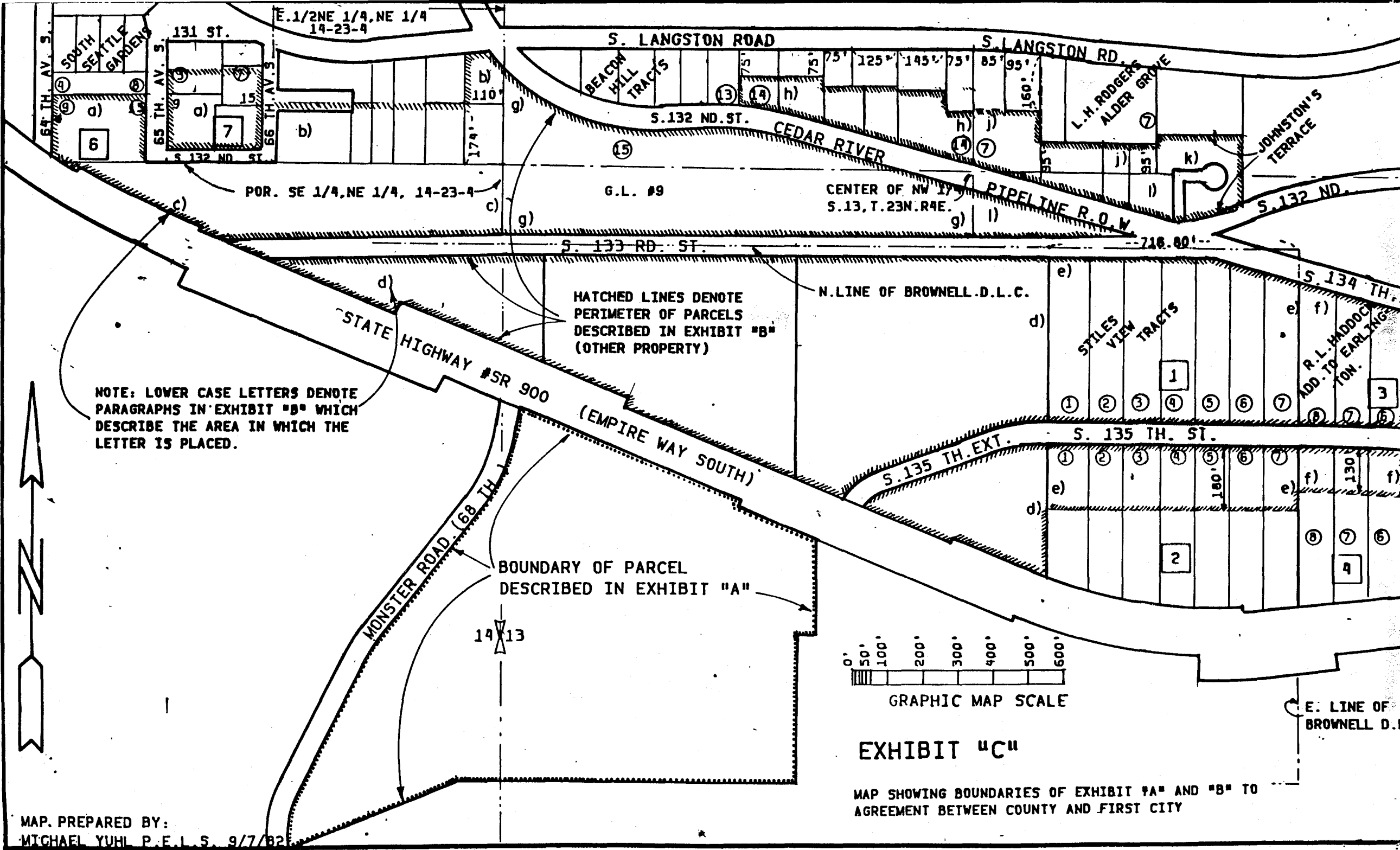
said BROWNELL DONATION CLAIM, said point also being the Northeast corner of Tract 32 of said JUNCTION ADDITION TO THE CITY OF SEATTLE; thence South  $88^{\circ}37'10''$  East along said South line, a distance of 940.98 feet to the true point of beginning.

Situate in the County of King, State of Washington.

EXHIBIT B TO AGREEMENT BETWEEN COUNTY & FIRST CITY

DESCRIPTION OF "OTHER PROPERTY"

- a) Lot 4 together with Lots 8 through 15 in Block 6; also Lots 3 & 4 together with Lots 7 through 15 in Block 7 in the Plat of South Seattle Gardens as recorded in Volume 19, page 17 of Plats, Records of King County;
- b) The Southerly 174 ft. together with the East 110 ft. of the South 323 ft. of the East half of the NE quarter of the NE quarter of Section 14, Township 23 North, Range 4, E.W.M.
- c) That portion of the SE quarter of the NE quarter of Section 14, Township 23, Range 4 E.W.M. lying Northerly of South 133rd St. and Easterly of State Highway SR 900, Empire Way South.
- d) That portion of the C.E. Brownell DLC #41 lying Northerly of State Highway SR 900, Empire Way South, except the East 716.80 ft. thereof.
- e) Lots 1 to 7 inclusive in Block 1 together with the Northerly 180 ft. of Lots 1 to 7 inclusive in Block 2 of the Plat of Stiles View Tracts as recorded in Volume 46, pg. 85 of Plats, Records of King County.
- f) Lots 6, 7 & 8 in Block 3 together with the Northerly 130 ft. of Lots 6, 7 & 8 in Block 4 of the Plat of R.L. Haddock Addition to Earlington as recorded in Volume 38, page 4 of Plats, Records of King County.
- g) That portion of Government Lot 9 and Lots 15 & 16 of the Plat of Beacon Hill Tracts as recorded in Volume 13, page 95 in the West half of the NW quarter of Section 13, Township 23, Range 4 E.W.M. lying Northerly of South 133rd St. and Southerly of Cedar River pipe line R.O.W.
- h) That portion of Lot 14, Beacon Hill Tracts as recorded in Volume 13, page 95 of Plats lying Southerly of South Langston Road and Northerly of the Cedar River pipe line R.O.W. except the East 75 ft. of the North 177 ft. and except the Northerly 115 ft. of the West 145 ft. of the East 220 ft. and except the Northerly 100 ft. of the West 200 ft. of the East 440 ft. and except the North 75 ft. of the Westerly 246.33 ft. M/L of said Lot 14.
- j) The South 95 ft. except the West 180 ft. together with the West 180 ft. except the North 160 ft. of Lot 7 of the Plat of L. H. Rodgers Alder Grove as recorded in Volume 5, page 80 of Plats, Records of King County.
- k) The plat of Johnston's Terrace as recorded in Volume 88, page 58 of Plats, Records of King County.
- l) That portion of the SE quarter of the NW quarter of Section 13, Township 23 North, Range 4 E.W.M. lying Northerly of South 133rd St., Westerly of Plat of Johnston's Terrace and except Cedar River pipe line R.O.W.



NOTE: LOWER CASE LETTERS DENOTE PARAGRAPHS IN EXHIBIT "B" WHICH DESCRIBE THE AREA IN WHICH THE LETTER IS PLACED.

HATCHED LINES DENOTE PERIMETER OF PARCELS DESCRIBED IN EXHIBIT "B" (OTHER PROPERTY)

BOUNDARY OF PARCEL DESCRIBED IN EXHIBIT "A"

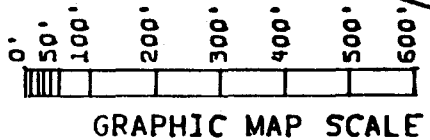
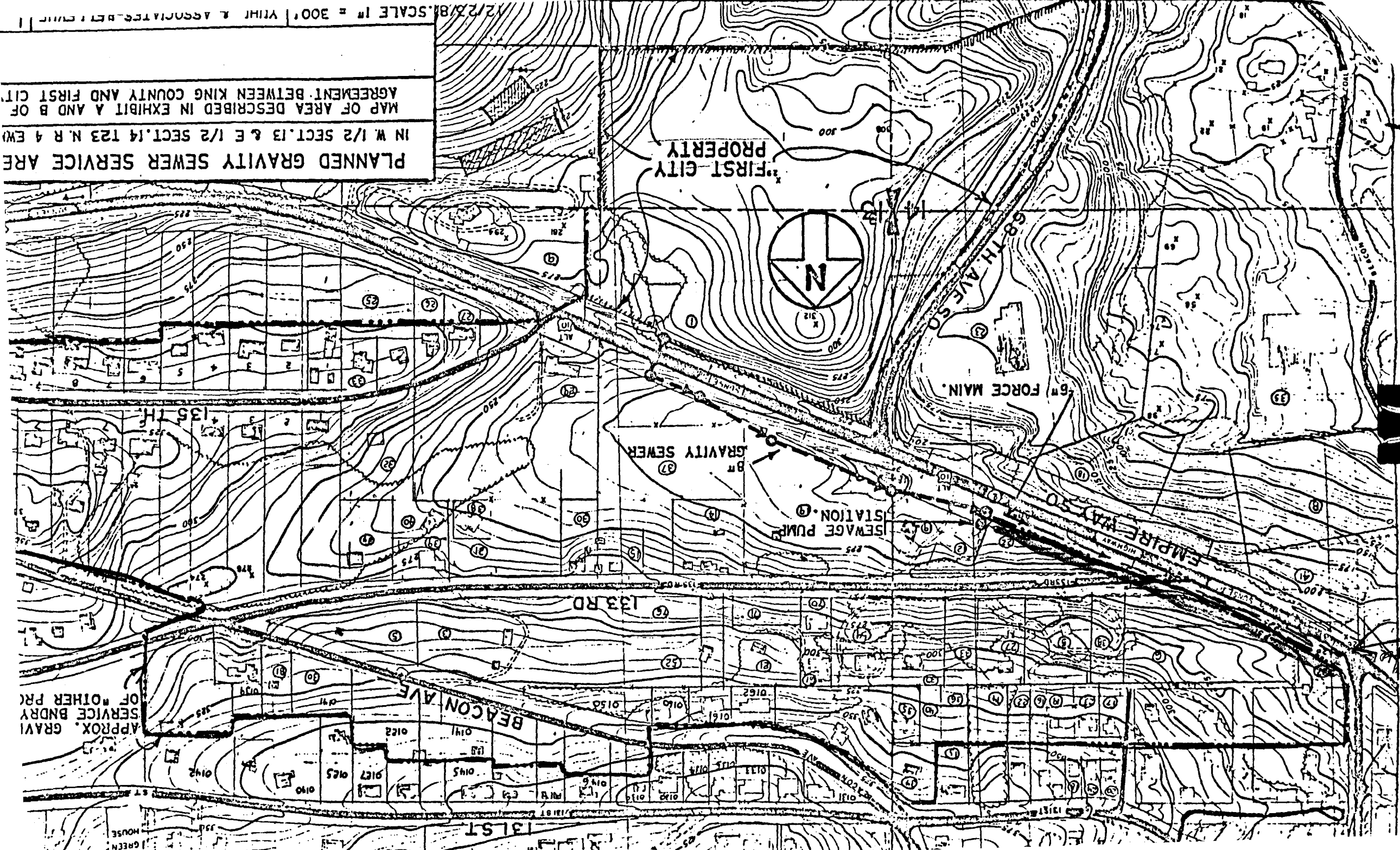


EXHIBIT "C"

MAP SHOWING BOUNDARIES OF EXHIBIT "A" AND "B" TO AGREEMENT BETWEEN COUNTY AND FIRST CITY

PLANNED GRAVITY SEWER SERVICE ARE  
IN W 1/2 SECT. 13 & E 1/2 SECT. 14 T23 N R 4 EW  
MAP OF AREA DESCRIBED IN EXHIBIT A AND B OF  
AGREEMENT BETWEEN KING COUNTY AND FIRST CT.



APPROX. GRAVITY  
SERVICE BNDRY  
OF OTHER PROJ

EXISTING  
SEWER

AGREEMENT FOR CONSTRUCTION OF EXTENSION  
TO SANITARY SEWERAGE SYSTEM

KING COUNTY SEWERAGE AND DRAINAGE IMPROVEMENT DISTRICT NO. 4

This agreement is entered into between Rex Ballestrasse (hereinafter referred to as the "Developer") and King County Sewerage and Drainage Improvement District No. 4, King County, Washington (hereinafter referred to as the "District"). By this agreement the District grants the Developer permission to install sanitary sewer lines and appurtenances in the public right-of-way under the District's franchise therefore, and/or in easements approved by the District and to connect to the District's sanitary sewer system. This permission is conditioned upon the following representations and agreements of the Developer:

1. The proposed extension will be installed in roads and other approved way and shall be for the use and benefit of the following described property which is owned by the Developer or other persons who are contributing to the costs thereof:

DESCRIPTION OF PROPERTY

The East 68 feet of the West 164 feet of the South 150 feet of the North 180 feet of Lot 2, L. H. Rogers Alder Grove, according to plat recorded in volume 5 of Plats, page 80, in King County, Washington.

2. The proposed sewer lines to be approximately 560 lineal feet shall be installed in accordance with plans prepared by a registered professional engineer, licensed by the State of Washington, and in accordance with "Standard Specifications for Municipal Public Works Construction" prepared by Washington State Chapter, American Public Works Association, latest edition.
3. It is understood that the District requires that all connections to the existing system and all testing of the lines shall be made in the presence of the District's engineer or inspector.
4. The Developer shall deliver a valid deed to any required easements to the District prior to commencing construction.
5. The Developer shall obtain all necessary permits from any governmental agencies concerned prior to commencing construction.
6. Upon completion of the improvement and upon approval and acceptance by the District, a Bill of Sale, in a form approved or furnished by the District, shall be delivered to the District and thereafter such extension shall be subject to the control, use and operation of the District which may apply thereto all regulations and conditions of service and make such charges therefor as the District deems reasonable and proper.
7. The District agrees to collect a latecomer's fee for property which hereafter connects to the Developer's extension. This fee shall be an amount equal to the developer's construction cost per lineal foot of the extension, as determined by the

**ADDENDUM E**



APPLICATION FOR PERMISSION TO CONSTRUCT EXTENSION  
TO SANITARY SEWERAGE SYSTEM  
KING COUNTY SEWERAGE AND DRAINAGE IMPROVEMENT DISTRICT NO. 4  
(Continued)

District, multiplied by the distance the connecting property fronts upon the extension. The District agrees to pay this amount to the Developer when the connection is made. The District's obligations under this paragraph shall apply only to connections made within fifteen years after the District's acceptance of the extension.

DATED at August 31, 1982, Washington, this 31 day  
of August, 1982.

Samuel W. Huntington  
Director  
DEPARTMENT OF PUBLIC WORKS  
King County, State of Washington

David B. Collette  
Developer/Owner

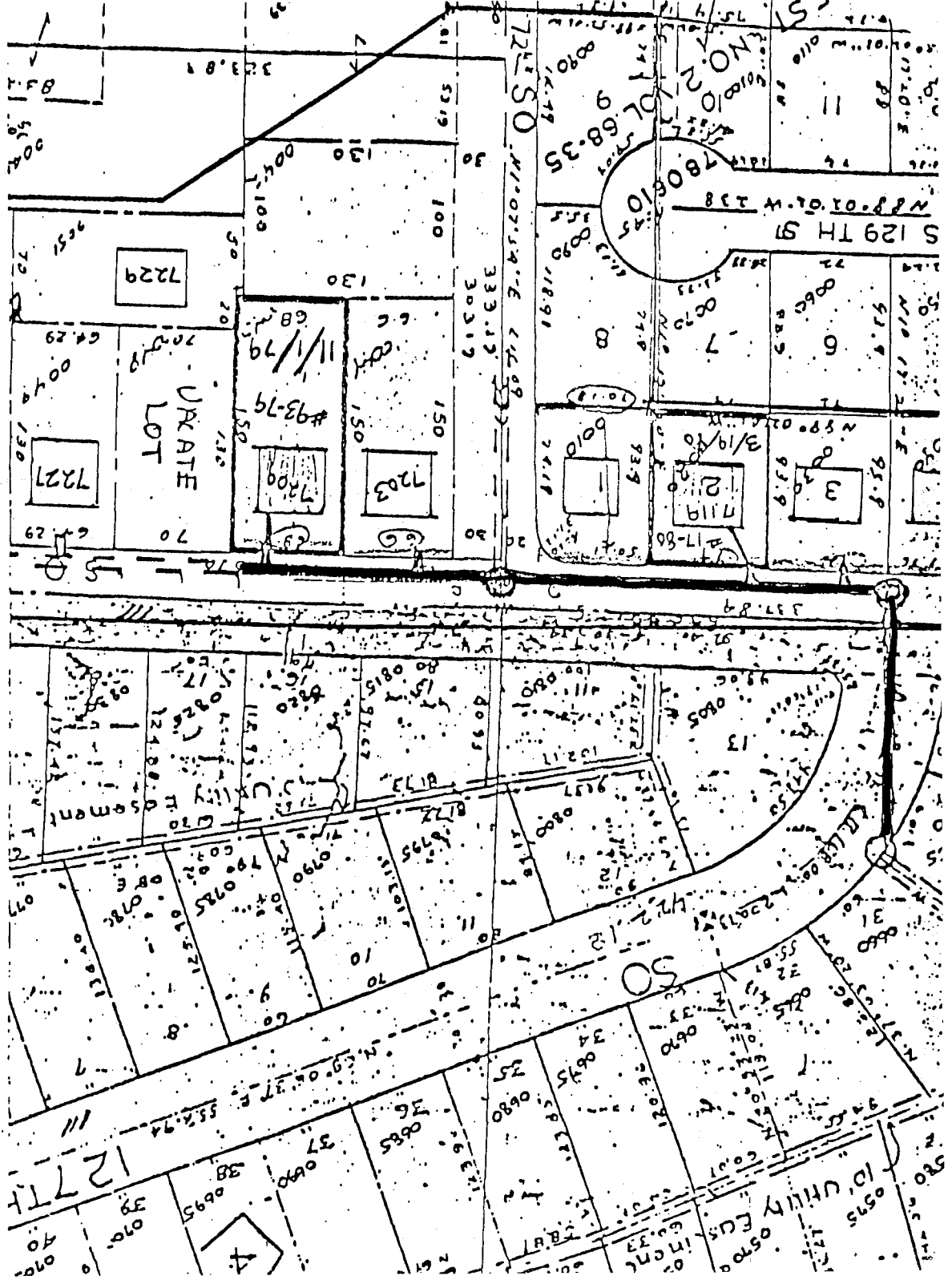
Approved as to Form:

By: [Signature]

Date: 09/16/82



The property owner extending east  
beyond 7209 S 128th would be  
required to place sewer the length  
of his property. Because of this  
we would not charge a fringe for  
Balleistrasse extension.



AGREEMENT FOR CONSTRUCTION OF EXTENSION

TO SANITARY SEWERAGE SYSTEM

KING COUNTY OLSON SEWER SYSTEM

COPY  
RECEIVED  
SEP 7 1983

NORM MALENG  
PROSECUTING ATTORNEY  
CIVIL DIVISION

This agreement is entered into between Renton School District No. 403 (hereinafter referred to as the "Developer") and King County Olson Sewer System, King County, Washington (hereinafter referred to as the "County"). By this agreement the County grants the Developer permission to install sanitary sewer lines and appurtenances in the public right of way under the County's franchise therefore, and/or in the easements approved by the County and to connect to the County's sanitary sewer system. This permission is conditioned upon the following representations and agreements of the Developer:

1. The proposed extension will be installed in the roads and other approved way and shall be for the use and benefit of the following described property which is owned by the Developer or other persons who are contributing to the costs thereof:

DESCRIPTION OF PROPERTY

The South 280 feet of the West half of the Northeast quarter of the Southeast quarter of Section 11, Township 23 North, Range 4, East, W.M. and Tracts 12 through 15 of Bossert's Acre Tracts, according to plat recorded in Volume 16 of Plats, page 79 in King County.

2. The proposed sewer lines to be approximately 2,000 lineal feet shall be installed in accordance with plans prepared by a registered professional engineer, licensed by the State of Washington, and in accordance with "Standard Specifications for Municipal Public Works Construction" prepared by Washington State Chapter, American Public Works Association, latest edition.

ADDENDUM E

3. The Developer agrees to reimburse the County for the cost of inspection of construction in the King County right of way by County Utility Inspectors. The Developer also agrees to reimburse the County for the cost of the sewer construction inspection. These charges shall be a lien upon the property until paid.
4. It is understood that the County requires that all connections to the existing system and all testing of the lines shall be made in the presence of the County's engineer or inspector.
5. The County agrees that in the restoration of the County rights-of-way, the final overlay may be delayed until the 1984 construction season.
6. The Developer shall deliver a valid deed to any required easements to the County prior to commencing construction.
7. The Developer shall obtain all necessary permits from any governmental agencies concerned prior to commencing construction.
8. Prior to commencing construction, the Developer shall deliver to the County a performance bond in an amount equal to the estimated cost of construction, as agreed upon between the County and the Developer. The Developer shall also deliver a maintenance bond covering a period of one year from the acceptance by the County of the completed extension and road overlay. Both bonds shall require a letter of release from the County as a condition for their termination.
9. Upon completion of the improvement and upon approval and acceptance by the County, a Bill of Sale, in a form approved or furnished by the County, shall be delivered to the County

and thereafter such extension shall be subject to the control, use and operation of the County which may apply thereto all regulations and conditions of service and make such charges therefor as the County deems reasonable and proper.

10. As a condition precedent to allowing any real property abutting or in the vicinity of said sewer to connect to it, the County shall collect a latercomer's fee according to the relative benefit of the sewer to such property. The latecomer's fee shall be calculated by dividing the actual cost of construction as defined in Section 11 of this Agreement by the sum of each of the property frontages (as measured along the street margin) that abut the public street containing the new sewer (providing however that only the longest side of the corner property shall be used in calculating corner property frontages) to get a cost per foot which shall then be multiplied by the frontage of the property desiring sewer service to derive that property's latecomer fee. Eighty percent (80%) of such fee collected by the County shall be paid to the District. The remaining twenty percent (20%) of such fee shall be retained by the County as reimbursement for the costs of collection and administration of Olson Sewer System. This reimbursement period is not to exceed 15 years from the date the County accepts the sewer for operation and maintenance.

11. "Actual costs of construction" shall be the sum of the following costs:

- A. Actual costs of engineering required to obtain all permits and franchises, and to prepare plans and specifications for agency approval and bidding.

- B. Actual costs of payments for permits and franchises, plan reviews, inspections, stakeout and testing; excepting the side sewer permit fee, sewer connection charge and area charge for the Campbell Hill School connection.
- C. Actual costs of premiums to obtain and pay for all required bonds and insurance.
- D. Actual costs of construction for the work upon the County and Cedar River pipeline rights of way as determined by the Contractor's statements for the work performed in accordance with the approved plans plus any other work necessary to accomplish this project.
- E. Actual costs of all sales and other use taxes excluding business and occupation taxes.
- F. The Developer's administrative and clerical costs for managing the project, which is deemed to be 10% of the sum of items A through E.
- G. Costs of capital and other costs not identified in this paragraph will not be considered as actual costs of construction allocable to this project.

12. This agreement, entered into pursuant to RCW 35.91.020, is binding on the parties hereto, and shall be recorded in the office of the King County Department of Records and Elections.

DATED at Renton, WA, Washington, this 26th day of October, 19 83.

*Donald J. Labelle*  
DONALD J. LABELLE, Director  
DEPARTMENT OF PUBLIC WORKS  
King County, State of Washington

RENTON SCHOOL DISTRICT NO. 403

BY *Wm. Belmonto*  
Title Director of Plant Operations

Approved as to form:

*Michael E. Thurston*  
Deputy Prosecuting Attorney

9/9/83  
Date

AGREEMENT  
THE CITY OF SEATTLE - KING COUNTY  
EMPIRE WAY SOUTH SEWER INTERCEPTOR

THIS AGREEMENT is made and entered into this *2nd* day of *April*, 1975,  
between THE CITY OF SEATTLE, a municipal corporation, herein referred  
to as the "City," and KING COUNTY, herein referred to as the "County,"

WITNESSETH THAT:

WHEREAS, the City and the County intend to construct the Empire  
Way South Sanitary Sewer Interceptor facility, hereinafter referred to as  
the "Project," to provide sewer service in a portion of southeast Seattle  
and in an adjacent unincorporated area of King County, and

WHEREAS, the City and the County also intend to define the respon-  
sibilities of each agency for the purpose of design, obtaining funding,  
acquiring right of way, construction, operation and maintenance of the  
project, and

WHEREAS, the City and County desire to use the assistance of State and Federal  
funding that is available, and

WHEREAS, the interceptor portion of the project has been declared  
eligible for Federal and State grant assistance as authorized by Public  
Law 92-500, 33 U.S.C. 1251 et seq., and included within the Federal  
Water Pollution Control Act Amendments of 1972, and State of Washington  
Pollution Control Funds hereinafter referred to as "EPA/DOE Grant," and

WHEREAS, the City and County intend to comply with the Federal  
and State regulations for the purpose of qualifying the project or  
future extensions to the project, for funding;

ADDENDUM G



NOW THEREFORE, in consideration of the mutual benefits to be derived from development of the project, the City and the County agree as follows:

The City will act as lead agency and administer the project.

1. The City will prepare plans, specifications and estimates, obtain required right of way, easements, franchises, permits, etc., prepare funding applications to the State of Washington Department of Ecology, and the United States Environmental Protection Agency, in accordance with EPA-DOE requirements.
2. The County shall furnish the following for submittal by the City as a part of the application for Federal and state funding:
  - a. (1) Permission for the City to perform a sewer system evaluation survey (SSES).
  - (2) The County agrees to perform or have performed the required rehabilitation determined necessary by the SSES.
  - b. The County agrees to submit its present system of user charges for review by EPA-DOE, and further agrees to develop an approved schedule for revised user charges if required as a condition for the EPA-DOE grant.
  - c. The County agrees to develop and submit on an approved schedule a system for industrial cost recovery if required as a condition for the EPA-DOE grant.

- d. The County agrees to submit its present Sewer Use Ordinance(s) or other pertinent legislation for submittal to EPA-DOE for review, and further agrees to develop on an approved schedule new or revised sewer use legislation if required as a condition for the EPA-DOE grant.
- e. The County agrees to prepare and submit its present procedure for sewer facility maintenance and operation for submittal to EPA-DOE for review.

3. Cost Responsibilities (Capital Costs)

The project service area totals 920 acres, 690 in King County outside the Seattle city limits, and 230 within the Seattle city limits.

- a. The cost sharing for right of way, construction, any preconstruction cost of interceptor, including the pump station but not including any local collection sewers, shall be based on the proportionate jurisdictions of the service area as above described. That portion is agreed to be as follows:

County	$\frac{690}{920}$	(100) = 75%
City	$\frac{230}{920}$	(100) = 25%
Total		100%

- b. The local collection sewers are not eligible for EPA-DOE grant; therefore right of way, construction and preconstruction costs shall be paid for entirely by local agencies. Each jurisdiction shall pay the entire cost of its local collection facilities.

- c. The City shall pay all of the capital costs of the project and the County shall reimburse the City for the County's share of the project. EPA-DOE grant funds shall be deducted from the capital cost before cost sharing responsibilities are enumerated.
  - d. Grant eligible costs incurred by the County may be considered a cost to the project and are subject to proportionate responsibility.
  - e. Preconstruction cost and construction control activities shall be prorated in the same ratio as actual construction contract costs.
  - f. The City shall bill the County for the County's share of the project cost when construction is complete, approximately March 1976. The City shall make its records available to the County for audit, upon request. The County shall tender a lump sum payment at that time or, because the County may choose to derive its share of the cost from the areas served by the project, it shall tender portions of its share of cost at the time each area is connected to the project. Each partial County payment shall be in proportion to the area served, and shall be increased by an amount equal to a 7 per cent annual interest rate.
4. Maintenance and Operation
- a. Physical arrangements
    - (1) The County shall provide for maintenance and operation of the project south of the City/King County limits at South 120th Street.

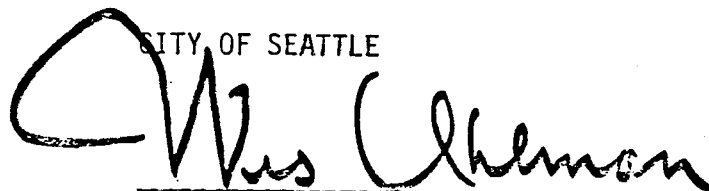
(2) The City shall provide for maintenance and operation of the project north of the City/King County limits at South 120th Street.

b. Cost Responsibilities (Maintenance Costs)

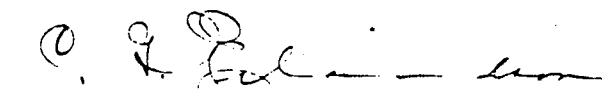
Cost responsibility for maintenance and operations shall be divided as follows:

- (1) The County shall assume cost of its maintenance and operation activities.
- (2) The City shall assume the cost of its maintenance and operation except the cost of the maintenance and operation of the pump station and the emergency storage overflow system.
- (3) The cost of the maintenance and operation for the storage and pump station and the emergency overflow system shall be shared by the County and City on the same ratio as for the interceptor capital cost sharing as described herein under 3a. The County shall pay its share of this cost on an annual basis as billed by the City. The City shall make its records available to the County for audit upon request.

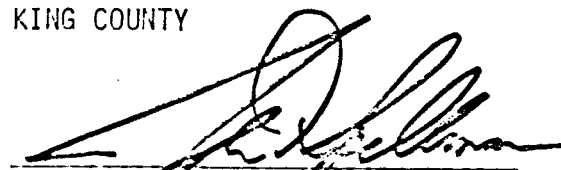
IN WITNESS WHEREOF, the undersigned parties have executed  
this AGREEMENT as of the date first above written.

CITY OF SEATTLE  
  
By Wes Uhlman, Mayor

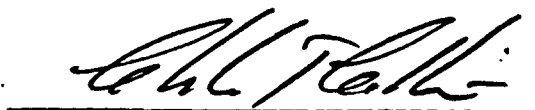
ATTEST:

  
City Comptroller

KING COUNTY

  
By John Spellman  
King County Executive

ATTEST:



Authorized by Ordinance No. 104350

MUNICIPALITY OF METROPOLITAN SEATTLE

KING COUNTY

SEELYE CONNECTION ABANDONMENT AGREEMENT

THIS AGREEMENT, made as of the 6 day of April, 1981, between King County, a legal subdivision of the State of Washington (hereinafter referred to as "the County"), and the Municipality of Metropolitan Seattle, a metropolitan municipal corporation of the State of Washington (hereinafter referred to as "Metro");

W I T N E S S E T H:

WHEREAS, the parties have heretofore entered into a long term agreement for sewage disposal dated July 17, 1975 (hereinafter referred to as the "Basic Agreement"); and

WHEREAS, said Basic Agreement superseded the Agreement for Sewage Disposal dated June 19, 1961 with King County Sewerage and Drainage District No. 4 (hereinafter referred to as the "Original Agreement"); and

WHEREAS, pursuant to said Original Agreement, Metro constructed the Seelye Connection as an interim metropolitan facility to temporarily connect the local sewage facilities of King County Sewerage and Drainage District No. 4 to the metropolitan sewage system; and

WHEREAS, construction of the Empire Way Interceptor in 1975 permanently connected most of the above described local sewage facilities to the metropolitan sewage system; and

WHEREAS, in 1979, the County assumed the duty to maintain, operate, repair, relocate and replace the Seelye Connection, as identified on Exhibit A attached hereto; and

WHEREAS, complete abandonment of the Seelye Connection in 1981 is now deemed to be in the best interest of King County and Metro;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

ADDENDUM H

Section 1. Definitions. The defined terms used in this agreement shall have the meanings set forth in the Basic Agreement, which is hereby incorporated by reference and made fully a part of this agreement.

Section 2. Design and Construction of Certain Facilities. It shall be the sole responsibility of the County to disconnect all sewage facilities now tributary to the Seelye Connection and to connect said facilities to the Empire Way Interceptor. Engineering plans, specifications, and contract documents for the construction of facilities necessary to accomplish said connection to the Empire Way Interceptor shall be submitted to Metro for review and written approval before advertisement for bids. It shall also be the responsibility of the County to cap or plug the upstream terminus of the Seelye Connection following the aforementioned disconnection of tributary facilities. The County shall take any and all reasonable action necessary to complete the work described in this Section 2 during 1981.

Section 3. Ownership, Use, and Maintenance of New Facilities. The County shall own, operate, and maintain all facilities constructed under the terms of this agreement. Metro shall have no responsibility for operation and maintenance of these facilities.

Section 4. Liability. The County shall indemnify and hold harmless Metro from and against any and all claims, litigation, demands and suits for any personal injuries and property damage suffered or incurred by any person arising from the construction, operation, maintenance, repair or replacement of the facilities described in Section 2.

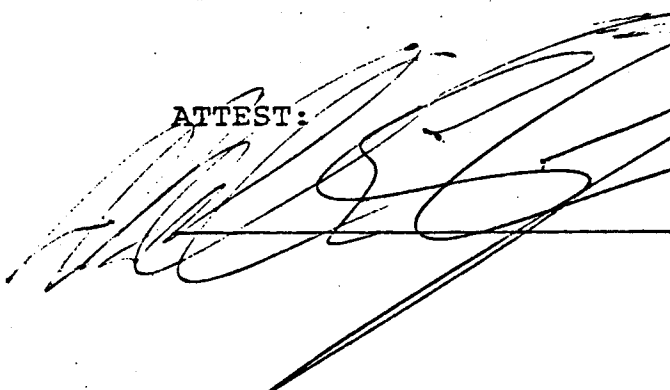
Section 5. Reimbursement Amount. In consideration of the terms and conditions of this agreement, Metro agrees to pay the County an amount equal to 50% of the total construction cost of the facilities constructed pursuant to Section 2, said amount not to exceed \$50,000. Total construction cost shall mean contract construction cost, engineering design and inspection costs, sales tax, permit fees, costs of franchises, easements and rights of

way, legal costs, and property restoration costs. Payment of the reimbursement amount shall be made to the County following acceptance of the above described work by the County and within 60 days of receipt of a properly documented invoice submitted to Metro.

Section 6. Basic Agreement Unchanged. Except as provided in this agreement, all provisions of the Basic Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first written above.

ATTEST:



KING COUNTY

*Lucas Craswell for*  
County Executive

ATTEST:

MUNICIPALITY OF METROPOLITAN  
SEATTLE

*Bonnie Mattson*

*Neil Pett*  
Executive Director

*assigned as to Tom  
Alam...  
Deputy Director*



KING COUNTY SEWERAGE & DRAINAGE  
DISTRICT NO 4 EXISTING SERVICE AREA  
(1971)

SEC. 11-23-4  
SEC. 14-23-4

SEATTLE CITY LIMITS

LIMITS OF EMPIRE WY.  
INTERCEPTOR  
SERVICE AREA.

1961 BOUNDARY

12" SKYWAY &  
INTERCEPTOR  
(1970)

UPSTREAM  
END EMPIRE  
WAY INTERCEPTOR

AREA TRIB.  
TO SEELYE  
CONN.  
(25 ACRES)

SEELYE  
CONNECTION

LOCAL  
SEWERS

COAL  
MINE

2-12"  
RENTON  
SLUDGE  
(METRO)

EMPIRE WAY  
INTERCEPTOR  
(CITY OF SEATTLE)

SCALE: 1" = 400'



EXHIBIT A

AD



## LOAN AGREEMENT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, between King County Water District No. 128 (hereinafter called the "District") and King County (hereinafter called the "County").

A. Purpose:

The County has determined it to be in the public interest to transfer its Skyway/Olson sewer system (the "System") to the District, as authorized under RCW 39.34.420. The purpose of this Agreement is to provide one or more loans to the District in order to make the transfer economically feasible. The transfer of the System is governed by a transfer agreement dated \_\_\_\_, the terms of which are incorporated herein by this reference.

B. Loan Process and Terms:

The loan or loans are intended to provide the District with funds for specific projects associated with the System during its initial period of operation after the transfer. The parties hereby agree as follows:

1. Within two weeks of a request by the District, the County will provide a warrant in the amount requested, subject to the limitations herein.

2. The District's request must be in writing and must state the use to which the requested funds will be put and the duration of the loan, which shall not extend beyond five years after the transfer of the system to the District. All loans must be applied for within two years of the transfer of the System.

3. The District's request for a loan shall not be unreasonably denied.

4. The minimum amount of any single loan under this section shall be \$10,000. The maximum combined amount of all loans under this section shall be \$65,000.

5. The District shall only use the funds provided under any loan for the purposes specified in its request.

6. For each loan made under this section, the District shall make equal annual installment payments of interest and principal on the anniversary date of each loan.

7. The interest rate for loans under this section shall be set according to Section C, below.

C. Interest Rates

The interest rate on all loans under this Agreement shall be set by the King County Finance Director within \_\_\_\_\_ days of disbursement. The Finance Director shall set the rate to equal his best estimate of the cost to the County of borrowing the same amount of money by General Obligation issue for the same time period contemplated by the loan. The County shall notify the District of the interest rate so established. Upon receipt of such notification, the District shall have 10 days to cancel the loan in writing and return the principal. If the loan is not so cancelled, the District shall be deemed to have accepted the interest rate so established.

D. Security

In the event of a default by the District, the King County Finance Director shall be authorized to withhold all funds of the District which come into his possession or control, apply them to the repayment of principal and interest, and notify the District of these steps.

District

King County

by: \_\_\_\_\_

by: \_\_\_\_\_

its: \_\_\_\_\_

its: \_\_\_\_\_

## AGREEMENT

THE CITY OF SEATTLE - KING COUNTY  
EMPIRE WAY SOUTH SEWER INTERCEPTOR

THIS AMENDATORY AGREEMENT is made and entered into this  
day of , 19 , between THE CITY OF  
SEATTLE, a municipal corporation, hereinafter referred to as  
the "City", and KING COUNTY, hereinafter referred to as the  
"County",

## WITNESSETH:

WHEREAS, the City and the County, on April 2, 1975, en-  
tered into an agreement for purposes of design, obtaining  
funding, acquiring rights of way, construction, operation and  
maintenance of the Empire Way South Sanitary Sewer Interceptor;

WHEREAS, in the construction of local collection sewers  
appurtenant to said interceptor, the City construction schedule  
is in advance of that of the County, and, as such, will place  
City-constructed facilities in certain border streets and in  
County Street rights of way;

WHEREAS, at such locations where the City has constructed  
sewers in border streets and in County Street rights of way, it  
is mutually beneficial for the City to provide direct sewer  
service to adjacent properties located in the County, and for  
the County to provide future connections to the interceptor for  
County service areas via the City-constructed facilities;

WHEREAS, the provision of sanitary sewer service by the  
City to certain property within the County requires certain  
clarification of the service area definitions of the City-  
County Agreement, dated April 2, 1975;

WHEREAS, the City-County Agreement, dated April 2, 1975,  
defined the Empire Way South Sanitary Sewer Interceptor service  
area as being 920 acres in total area, with 690 acres situate  
in unincorporated King County and 230 acres situate within the  
Seattle City Limits;



WHEREAS, Section 4.b(3) of the City-County Agreement, dated April 2, 1975, set forth the method of determining the future cost sharing of maintenance and operation for the storage and pump station and emergency overflow system as follows:

$$\text{County } \frac{690}{920} (100) = 75\%$$

$$\text{City } \frac{230}{920} (100) = 25\%$$

1985 JUL 29 PM 1:30  
COMPTROLLER AND CITY CLERK

FILED  
CITY OF SEATTLE

WHEREAS, due to elements of topography and construction schedules encountered in the construction of the collection sewer systems, certain areas within the County are now being served or are planned to be served by the City, thereby necessitating certain adjustments to the areas of each entity for the purposes of equitably sharing in said costs, such sharing being based upon the areas served by each entity.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein or attached and incorporated as a part of this Amendatory Agreement, it is hereby agreed as follows:

1. The attached Comprehensive Sewer Plan, dated April 3, 1978, shall become Exhibit "A" to this Amendatory Agreement and the boundaries and areas pertaining to the various categories of real property relative to sanitary sewer service shall be as depicted thereon for the purposes of this Amendatory Agreement. The categories of real property shall be defined as follows:

Category A

Real property in unincorporated King County within the boundary of the Empire Way South Sanitary Sewer Interceptor service area which is now or planned to be served by direct side sewer connections to City-owned sanitary sewer collection facilities.





Category B

Real property in unincorporated King County outside the boundary of the Empire Way South Sanitary Sewer Interceptor service area which is now or planned to be served by direct side sewer connections to City-owned sanitary sewer collection facilities.

Category C

Real property in unincorporated King County within the boundary of the Empire Way South Sanitary Sewer Interceptor service area which is to be served by direct side sewer connections to County-owned sanitary sewer collection facilities and where said County facilities may make their connections to the Empire Interceptor via portions of City-owned sewer facilities.

2. The original County area of 690 acres shall be decreased by the amount of Category A property and by an amount equal to the area annexed by the City in 1978 pursuant to Ordinance 107083, and the original City area of 230 acres shall be increased by like amounts.

Category A Property	49.5 acres
City Annexation	12.0 acres
<u>Total Change</u>	<u>61.5 acres</u>

County	690	-61.5	=	628.5 acres
City	230	+61.5	=	<u>291.5 acres</u>
				<u>920.0 acres</u>

3. Section 4.b.(3) of the City-County Agreement, dated April 2, 1975, is hereby amended as of the date of execution of this Amendatory Agreement, to read as follows:

Section 4.b.(3) Maintenance and Operation Cost Sharing. The cost of the maintenance and operation for the storage and pump station and the emergency overflow system shall be shared by the County and City as follows:



$$\text{County } \frac{628.5}{920.0} = 68\%$$

$$\text{City } \frac{291.5}{920.0} = 32\%$$

The County shall pay its share of this cost on an annual basis as billed by the City. The City shall make its records available to the County for audit upon request.

4. In the future there may arise instances where necessity or circumstance dictate minor modifications to the revised service area apportionment defined herein and such minor revisions shall not be cause for revision of the cost-sharing formula as set forth in Section 3. above, which amends Section 4.b.(3) of the City-County Agreement, dated April 2, 1975.
5. The City will provide sanitary sewer service to Category A and B properties situate within portions of unincorporated King County.
6. The areas depicted on Exhibit "A" as Category C and which are provided service by direct side sewer connection to County sewer collection facilities may make portions of their connections to the Empire Way Interceptor via use of portions of City-owned sewer facilities, subject to the following conditions.
  - A. All construction costs of the City's sewer system, pertinent to the provision of additional capacity or otherwise attributable to the County's use of the City system shall be borne by King County, its successors or assigns.
  - B. Only sanitary sewage from areas within the boundaries of Category C property, as depicted on Exhibit "A" hereto and consistent with 1978 County zoning, will be allowed connections to City sewer facilities and such connections will be made via lateral sewers. No direct side sewer connection to City sewers will be allowed from Category C areas.

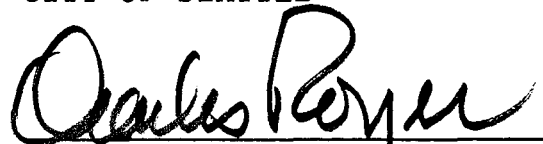


- C. The City's sanitary sewer system has been designed to provide adequate capacity for acceptance of sewage from the Category C property based on 1978 County zoning. The County's use of the City's sanitary sewer facilities shall not exceed this amount.
7. The planning and the extension of sanitary sewers to serve those portions of King County outside the boundaries of the areas of direct sewer service by the City, as depicted on Exhibit "A" hereto, other than as referred to herein, shall be the responsibility of the County, its successors or assigns.
8. The County agrees to grant permission to the City for the construction, operation and maintenance of sanitary sewers in County streets consistent with Exhibit "A" hereto.
9. The execution of this Amendatory Agreement by the parties hereto shall constitute acceptance and approval of the elements herein as fulfillment of comprehensive sewer planning for the areas within King County addressed herein.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendatory Sewer Agreement as of the date first above written.

CITY OF SEATTLE

BY:

  
 CHARLES ROYER, Mayor

ATTEST:

  
 City Comptroller

KING COUNTY

ATTEST:

BY:

  
 RANDY REVELLE, King County Executive

DLT:pam

