

**ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN
REDMOND AND WOODINVILLE WATER DISTRICT
SEWER SERVICE TO WILDER ELEMENTARY SCHOOL
AT 22130 NE 133RD STREET**

WHEREAS, the City of Redmond, Washington ("Redmond") and the Woodinville Water District ("the District") are parties to that certain interlocal agreement ("the interlocal agreement") dated July 13, 1988, which designates the common sewer service area boundary between the District and Redmond, and

WHEREAS, Redmond and the District desire to supplement such agreement pursuant to paragraph 12 thereof to enable Redmond to provide temporary sewer service to property owned by the Lake Washington School District #414 ("School District") known as Wilder Elementary School located at 22130 NE 133rd St, which is situated east of the common service area boundary,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS

1) Description of Service Area Boundary

Redmond and the District agree that Redmond may provide temporary service to the property described in Exhibit "A", and as depicted on Exhibit "B", attached hereto ("Property")

2) Assumption of Service Area and Ownership of Facilities

- a Upon extension of the District's sewer facilities which will enable connection of the sewer facilities serving the Property to the District's as determined by the District in its sole discretion, the District, at its option, may elect to assume the rights and responsibilities of providing sewer service to the subject property. This option may be exercised by giving written notice of such election to Redmond no less than 90 days prior to the proposed effective date of assumption of sewer by the District
- b Upon the effective date of the transfer of rights and responsibility to provide sewer service to the District pursuant to this section, Redmond shall quit claim and transfer to the District all of its rights in and title to the service lines to Wilder Elementary School located in the District's service area. Appropriate bills of sale and all other conveyances necessary to effectuate complete transfer of Redmond's interest in the service lines shall be provided by Redmond to the District
- c Redmond shall cooperate in allowing the District to make a physical connection to District facilities and in performing such minor alterations to its facilities as may be required in order to complete the connection with District's facilities at the School District's sole expense. Redmond shall also cooperate in the transfer of all customer and billing information reasonably required for the District to assume and perform utility billing functions

d A connection fee and side sewer inspection fee shall be assessed by the District upon the School District or other owner of the Property receiving service at the time of transfer of responsibility for sewer service from the Redmond to the District, and the School District shall pay the District's fees and charges at such time as a condition of receiving sewer service from the District

3) Remainder of Agreement Unchanged
Except as stated above the interlocal agreement between the District and Redmond shall remain unchanged and in full force and effect

DATED this 22 day of April, 2009

City of Redmond

By John Marchese
Its MAYOR

Woodinville Water District

By Ken McDowell
Its ACTIVE GENERAL MANAGER

Approved As To Form
Office Of The City Attorney

By [Signature]

EXHIBIT "A"

Wilder Elementary School located at 22130 NE 133rd Street, described as follows
The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the the Southeast $\frac{1}{4}$, Less the West 10 acres, less the County
Road, of Section 21 Township 26 North, Range 6 East, W M , King County, Washington

EXHIBIT "B"

