

**2008 ADDENDUM TO
CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT
AGREEMENT FOR THE TRANSFER OF FACILITIES
AND FOR
THE ESTABLISHMENT OF SERVICE BOUNDARIES**

THIS ADDENDUM, made and entered into this 18th day of July, 2008, by and between the **CITY OF RENTON**, a Washington municipal corporation, hereinafter referred to as "the City", and **SOOS CREEK WATER AND SEWER DISTRICT**, a Washington municipal corporation, hereinafter referred to as "the District", both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, with effective date of the 6th day of August, 1991, the City and the District entered into the following agreement:

**CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT
AGREEMENT FOR THE TRANSFER OF FACILITIES
AND FOR
THE ESTABLISHMENT OF SERVICE BOUNDARIES**

(1991 AGREEMENT); and

WHEREAS, by mutual agreement, the Agreement has been modified from time to time as to the boundaries of the City and District service areas to reflect service issues regarding the timing of various developments by the City and the District; and

WHEREAS, the parties now desire to again modify the AGREEMENT as to service area; and

WHEREAS, the 1991 AGREEMENT, as modified by this Addendum, will continue to provide for maximum efficient use of existing and future facilities, and the orderly and efficient water and sanitary sewer system planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **Service Area Boundaries.** The parties have agreed that in consideration of the mutual agreements contained herein, the service area boundaries between the City and the District shall be modified as shown in Exhibit A hereto, which is incorporated herein by this reference.

2. **Amended Terms for Service by District.** The parties agree that the District may install a mainline sewer line in South 28th Street, which may serve into the City's sewer collection system.

3. **Amended Terms of Payment by District.** In consideration of the foregoing, the District will pay 50% of the collected General Facility Charges collected for the lots that connect to a mainline sewer line to be installed in South 28th Street to the City; such lots are identified in Exhibit B hereto, which is incorporated herein by this reference.

3. **Remaining Obligations Intact.** Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either the City or the District pursuant to either the 1991 AGREEMENT, or any amendments thereto, except as specifically set forth herein.

Approved by Resolution No. 3957 of the City Council of the CITY OF RENTON, Washington, at its regular meeting held on the 14th day of July, 2008.

CITY OF RENTON

By: _____

Denis Law

Title: Denis Law, Mayor

Attest: _____

Bonnie I. Walton
City Clerk - Bonnie I. Walton

Approved by Motion of the Board of Commissioners of **SOOS CREEK WATER AND SEWER DISTRICT** of King County, Washington, at its regular meeting held on the 5 day of May, 2008.

SOOS CREEK WATER AND SEWER DISTRICT

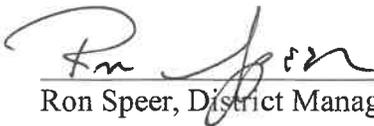
By: 
Ron Speer, District Manager

EXHIBIT "A"



EXHIBIT "B"



**FIRST ADDENDUM TO
CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT
AGREEMENT FOR THE TRANSFER OF FACILITIES
AND FOR
THE ESTABLISHMENT OF SERVICE BOUNDARIES**

THIS ADDENDUM, made and entered into this 26th day of January, 2004, by and between the **CITY OF RENTON**, a Washington municipal corporation, hereinafter referred to as "the City", and **SOOS CREEK WATER AND SEWER DISTRICT**, a Washington municipal corporation, hereinafter referred to as "the District", both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, with effective date of the 6th day of August, 1991, the City and the District entered into the following agreement:

**CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT
AGREEMENT FOR THE TRANSFER OF FACILITIES
AND FOR
THE ESTABLISHMENT OF SERVICE BOUNDARIES**

(1991 AGREEMENT); and

WHEREAS, by mutual agreement, in 1997 the City and the District amended the boundaries as contained in the Agreement by the execution of the following agreement

**CITY OF RENTON and SOOS CREEK WATER AND SEWER DISTRICT
INTERLOCAL AGREEMENT FOR THE
ESTABLISHMENT OF SERVICE BOUNDARIES**

(1997 AGREEMENT); and

WHEREAS, the 1997 AGREEMENT left all obligations of the 1991 AGREEMENT intact, changing only the service area descriptions of the 1991 AGREEMENT; and

WHEREAS, the parties now desire to modify the 1991 AGREEMENT as to both terms and service area; and

WHEREAS, the 1991 AGREEMENT as modified by the 1997 AGREEMENT, and by this Addendum, will continue to provide for maximum efficient use of existing and future facilities, and orderly and efficient water and sanitary sewer system planning.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **Sale of Springbrook Area Sewer System to Renton.** The parties have agreed that in consideration of the mutual agreements contained herein, that all payment obligations contained in Section 6. and Section 7. of the 1991 AGREEMENT regarding the sale of the Springbrook Sewer System to Renton shall be deemed to have been satisfied in full, and Renton shall have no further payment or accounting obligation there for.
2. **Amended Terms for Service and Payment by District for Stonehaven Area.** The parties agree that as an alternative the District may connect the Stonehaven and adjacent area , as shown on Exhibit "A" which is by reference incorporated herein, to the South 47th Street sewer line of Renton, generally in the manner shown on said Exhibit. In the event of such alternate connection, and in consideration thereof, the District shall pay one half of the General Facilities Charges it collects from such area to Renton, after the property owner has made such payment to the District. Total payment will be dependent upon the number of units utilizing such alternate connection, when the charge is paid, the rate at the time of connection, and the number of units developed.
3. **Termination on Build-out.** The terms hereof with regard to the Stonehaven and adjacent area shall terminate and be of no further force or effect upon completion of build-out within that area.
4. **Remaining Obligations Intact.** Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either the City or the District pursuant to either the 1991 AGREEMENT or the 1997 AGREEMENT, previously executed by the parties, except as specifically set forth herein.

Approved by Resolution No. 3681 of the City Council of the **CITY OF RENTON**, Washington, at its regular meeting held on the 22nd day of December, ~~2003~~, 2004.

CITY OF RENTON

By: Kathy Keolker-Wheeler

Title: Kathy Keolker-Wheeler, Mayor

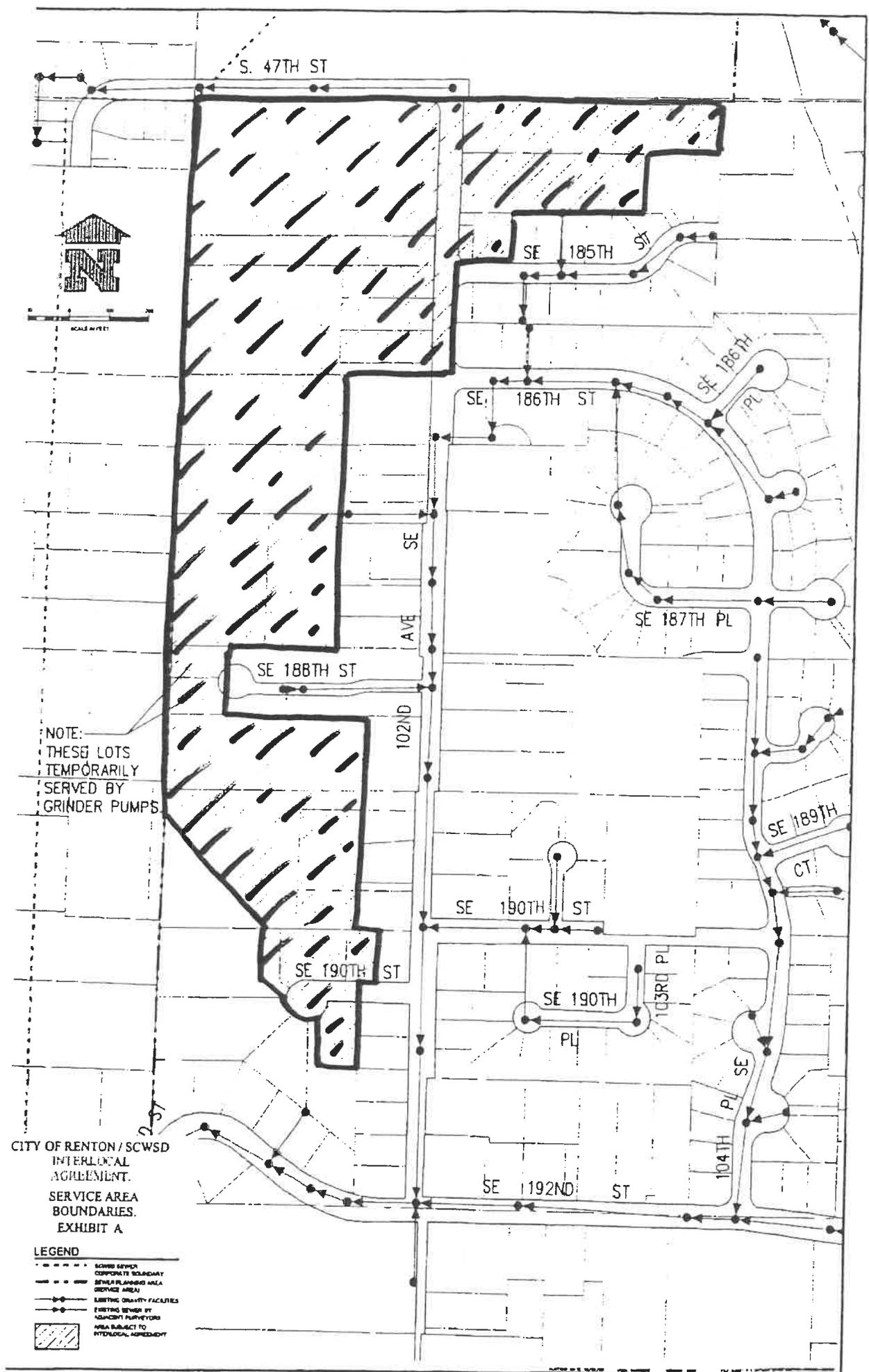
Attest: Bonnie I. Walton
City Clerk - Bonnie I. Walton

Approved by Resolution No. 2545-S of the Board of Commissioners of **SOOS CREEK WATER AND SEWER DISTRICT** of King County, Washington, at its regular meeting held on the 7th day of January, ~~2003~~, 2004.

SOOS CREEK WATER AND SEWER DISTRICT

By: Philip W. Sullivan
Philip Sullivan, President of Board

By: Randy Reece
Clement Quanrud, Secretary of Board
Randy Reece Acting



NOTE:
THESE LOTS
TEMPORARILY
SERVED BY
GRINDER PUMPS

CITY OF RENTON / SCWSD
INTERLOCAL
AGREEMENT.
SERVICE AREA
BOUNDARIES.
EXHIBIT A

- LEGEND**
- SEWER SERVICE AREA BOUNDARY
 - - - - - SEWER PLANNED AREA SERVICE AREA
 - EXISTING GRAVITY FACILITIES
 - EXISTING SEWER BY ADJACENT PROPERTIES
 - [Hatched Box] AREA SUBJECT TO HYDRAULIC AGREEMENT

**CITY OF RENTON and SOOS CREEK WATER AND SEWER DISTRICT
INTERLOCAL AGREEMENT FOR THE
ESTABLISHMENT OF SERVICE BOUNDARIES**

THIS AGREEMENT, made and entered into this 10th day of October, 1997, by and between the **CITY OF RENTON**, a Washington municipal corporation, hereinafter referred to as "the City", and **SOOS CREEK WATER AND SEWER DISTRICT**, a Washington municipal corporation, hereinafter referred to as "the District", both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, both the City and the District are public agencies authorized by law and qualified to engage in furnishing water service and sanitary sewer service within their prescribed areas; and

WHEREAS, it is in the public interest for the parties herein to amend the boundaries previously agreed to under the 1991 Interlocal Agreement to provide for the efficient planning and development of water and sewer services in areas which may be served by either, or both, of the parties herein.

NOW, THEREFORE:

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **Water Service Boundary.** The parties have agreed on a revision to the permanent water service area boundary between them. The revised boundary is legally described in Exhibit "A", which is attached hereto, and by this reference incorporated herein. The boundary is graphically depicted on the map attached hereto as Exhibit "B", which is by reference incorporated herein.

2. **Sewer Service Boundary.** The parties have agreed on a revision to the permanent sewer service area boundary between them. The revised boundary is legally described in Exhibit "C", which is attached hereto, and by this reference incorporated herein. The boundary is graphically depicted on the map attached hereto as Exhibit "D", which is by reference incorporated herein.

3. **Transfer of Service Area.** The City shall assume responsibility to provide service to the area(s) on the City's side of the respective service area boundaries as revised by this agreement, whether or not annexed to the City. The District shall assume responsibility to provide service to the area(s) on the District's side of the respective service area boundaries as revised by this agreement, whether or not annexed to the City. As part of this agreement, the sewer facilities installed under District ULID 11 shall be transferred to the City as described in the November 19, 1974 interlocal agreement notwithstanding that the properties served by these sewers have not been annexed to the City.

4. **Governmental Approvals.** The parties may give notice of the adoption of this Agreement to Metropolitan/King County, to the Department of Ecology, to the Department of Health, and to any other agency with jurisdiction or mission relevant to the terms hereof, and shall cooperate and assist in all reasonable manner in procuring any necessary approvals hereof by those agencies.

5. **Sanctity of Agreement.** This agreement constitutes the entire agreement of the parties regarding the subject matter hereof, and there are no other representations or oral agreements other than those listed herein, which vary the terms of this agreement. Future agreements may occur between the parties to transfer additional, or future service areas by mutual agreement.

6. **Obligations Intact.** Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either the City or the District pursuant to the AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR THE ESTABLISHMENT OF SERVICE BOUNDARIES, previously executed by the parties, except as specifically set forth herein.

Approved by Resolution No. 3287 of the City of Renton, Washington, at its regular meeting held on the 6th day of October, 1997.

CITY OF RENTON

By: Jesse Tanner
Jesse Tanner

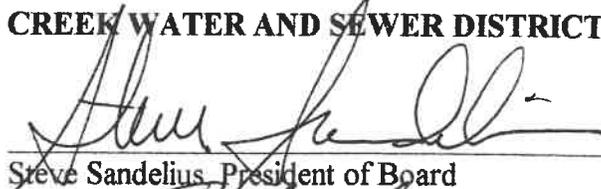
Title: mayor

Attest: Brenda Fritsvold
~~City Clerk~~ Brenda Fritsvold
Deputy City Clerk

Approved by Resolution No. 1611-C of Soos Creek Water and Sewer District of King County, Washington, at its regular meeting held on the 21st day of May, 1997.

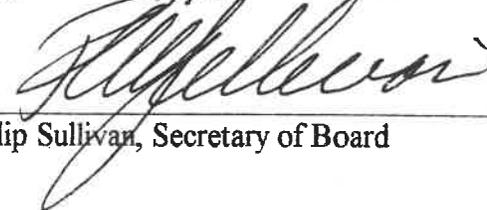
SOOS CREEK WATER AND SEWER DISTRICT

By:



Steve Sandelius, President of Board

By:



Philip Sullivan, Secretary of Board

EXHIBIT "A"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

**AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR
ESTABLISHMENT OF SERVICE BOUNDARIES
(WATER SERVICE BOUNDARY LINE)**

APRIL 19, 1996

BEGINNING at a point described as the intersection of the North line of the South 1,350 feet of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, and the Easterly right-of-way margin of Primary State Highway No. 5, also known as State Route No. 167, said point being on the existing boundary of Soos Creek Water & Sewer District;

Thence Easterly along said North line to the North-South center line of said Section 6, also being the West line of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Southerly along said West line to the South line of said Tract 1;

Thence Easterly along said South line to the West line of the South 132 feet of the East 660 feet of said Tract 1;

Thence North along said West line to the North line of said South 132 feet of the East 660 feet of said Tract 1;

Thence Easterly along said North line to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road or Talbot Road;

Thence Northerly along said Westerly margin to its intersection with the Westerly extension of the most Northerly line of Tract 8, of said Plat of Spring Brook Acre Tracts;

Thence South $74^{\circ}50'00''$ East along said extension to the Easterly margin of said 96th Avenue South and continuing South $74^{\circ}50'00''$ East along said most Northerly line, a distance of 189.00 feet;

Thence South $00^{\circ}44'00''$ East, a distance of 188.40 feet;

Thence South $58^{\circ}38'00''$ East, a distance of 89.35 feet along the line common to Tracts 8 and 9, said Plat of Spring Brook Acre Tracts;

Thence North $41^{\circ}22'00''$ East, a distance of 128.10 feet;

Thence South $64^{\circ}22'00''$ East, a distance of 275.60 feet;

EXHIBIT "A", continued

Thence South $16^{\circ}58'00''$ West, a distance of 239.80 feet;

Thence South $31^{\circ}43'00''$ East, a distance of 210.90 feet;

Thence South $68^{\circ}25'00''$ East, a distance of 99.50 feet;

Thence South $60^{\circ}35'30''$ East, a distance of 28.17 feet to the most Northerly corner of Tract 7, said Plat of Spring Brook Acre Tracts;

Thence South $00^{\circ}12'30''$ East, a distance of 396.04 feet;

Thence South $39^{\circ}31'00''$ East, a distance of 383.85 feet;

Thence North $89^{\circ}32'00''$ East, a distance of 340.00 feet to the East line of the Northeast quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North $00^{\circ}12'30''$ West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North $40^{\circ}41'00''$ East, a distance of 230.30 feet;

Thence South $84^{\circ}12'00''$ East, a distance of 245.90 feet;

Thence South $34^{\circ}26'00''$ East, a distance of 147.30 feet;

Thence South $14^{\circ}49'00''$ East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles to, and lying parallel with the South line of the Northwest quarter of said Section 5, said line also being the North margin of Southeast 200th Street;

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North $00^{\circ}31'17''$ East along said West line, a distance of 190.00 feet;

Thence South $88^{\circ}38'33''$ East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

Thence South $00^{\circ}31'17''$ West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South $88^{\circ}38'33''$ East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

EXHIBIT "A", continued

Thence North $00^{\circ}39'11''$ East along said West line, also being the West line of the Plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, King County Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North $89^{\circ}20'49''$ West, a distance of 59.00 feet;

Thence South $85^{\circ}17'46''$ West, a distance of 80.30 feet;

Thence North $89^{\circ}24'30''$ West, a distance of 96.01 feet;

Thence North $05^{\circ}09'11''$ West, a distance of 111.45 feet;

Thence North $53^{\circ}49'07''$ East, a distance of 198.22 feet;

Thence South $48^{\circ}37'32''$ East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North $69^{\circ}21'46''$ East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North $00^{\circ}39'11''$ East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, said Plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line from the Northeast corner of said Tract 9;

Thence North $78^{\circ}21'42''$ West, a distance of 336.34 feet;

Thence North $26^{\circ}09'56''$ West, a distance of 106.78 feet;

Thence North $83^{\circ}20'02''$ West, a distance of 289.79 feet;

Thence North $70^{\circ}34'46''$ West to an intersection with the Southerly extension of the West line of the Plat of Springbrook Terrace, Amended, as recorded in Volume 131 of Plats, pages 55 through 58 as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said Plat of Springbrook Terrace, Amended;

EXHIBIT "A", continued

Thence North $86^{\circ}00'00''$ West a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, as established October 5, 1931, also known as John Langston Road or Springbrook Road or Talbot Road;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South $88^{\circ}27'05''$ East along said South line to the West line of said Plat of Springbrook Terrace, Amended;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the East line of the West 1,003.00 feet of the Southeast quarter of the Southeast quarter of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said East line to the North line of the Southeast quarter of said Section 31;

Thence Easterly along said North line to the East quarter corner of said Section 31, said East quarter corner also being the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East, W.M.;

Thence Northeasterly to a point 600.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northerly along a line parallel with and 550.00 feet East of the West line of said Northwest quarter to a point 900.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northwesterly to a point on said West line of the Northwest quarter of said Section 32, 1,200.00 feet North of said Southwest corner, said West line also being the East line of the Northeast quarter of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line of said Northwest quarter, and the West line of Section 29, Township- 23 North, Range 5 East, W.M. to the North line of the South half of the Southwest quarter of the Southwest quarter of said Section 29;

Thence Easterly along said North line, a distance of 802 feet, more or less to the Southerly extension of the West line of Lot 4 of King County Short Plat No. 577051, Recording No. 790280736;

Thence North $01^{\circ}52'36''$ East along said Southerly extension to the South line of Lot 1 of Revised King County Short Plat No. 275022R, Recording No. 8003210741;

EXHIBIT "A", continued

Thence Westerly along said South line to the West line of said Lot 1;

Thence Northerly along said West line and the West line of Lots 2 and 3 of said Revised King County Short Plat No. 275022R to the North line of the South half of the Northwest quarter of the Southwest quarter of said Section 29;

Thence North 88°39'49" East along said North line to the West line of Lot 4 of King County Short Plat No. 577051, Recording No. 790280736;

Thence Northerly along said West line to the North line of said Lot 4;

Thence Easterly along said North line and its Easterly extension to the Easterly margin of State Route 515;

Thence Northerly along said East margin to the North line of the Southwest quarter of said Section 29;

Thence Easterly along said North line to the centerline of Cedar Avenue South (104th Avenue S.E.), said centerline also being the East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Northerly along said East line to the Westerly extension of the South line of Lot 2 of City of Renton Short Plat No. 071-85;

Thence Easterly along the South line and said Westerly extension to the East line of said lot;

Thence Northerly along said East line to the Northeast corner of said lot;

Thence continuing Northerly along the East line of Lot 1 of said Short Plat to the Northeast corner of said Lot 1;

Thence Westerly along the North line of said lot and the Westerly extension thereof to said East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Northerly along said East line to the South line of the North 100.00 feet of the Southwest quarter of the Northwest quarter of said Section 29; -

Thence Westerly along said South line to the West line of the East 100.00 feet of the West half of the Northwest quarter of said Section 29;

Thence Northerly along said West line to the North line of the South 100.00 feet of the North half of the Northwest quarter of said Section 29;

EXHIBIT "A", continued

Thence Easterly along said North line to its intersection with the Westerly margin line of Benson Road;

Thence Southerly along said West margin line to its intersection with the South line of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said South line to its intersection with the Easterly margin line of Benson Road;

Thence Northerly along said East margin line to the South line of the following described parcel:

Beginning at a point located North $01^{\circ}42'40''$ East, a distance of 749.65 feet and North $88^{\circ}17'20''$ West, a distance of 191.67 feet, more or less, from a point on the centerline of South 27th Street (S.E. 164th Street), a distance of 255.00 feet East of the Easterly margin line of Benson Road;

Thence South $88^{\circ}17'20''$ East, a distance of 191.67 feet, more or less, to a point located North $01^{\circ}42'40''$ East, a distance of 749.65 feet, more or less, from said point on the centerline of said South 27th Street;

Thence South $01^{\circ}42'40''$ West, to a line parallel with and 400.00 feet North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence West along said parallel line to the Easterly margin of Benson Road;

Thence Northerly along said Easterly margin to the Point of Beginning of this parcel's description;

Thence Easterly along said South line of the above-described parcel to the East line of said parcel, also being the West line of Spring Glen Elementary School Site;

Thence Northerly along said East line of said parcel to a line parallel with and 700 feet, more or less, North of the South line of the Northeast quarter of the Northwest quarter of said Section 29, also being the North line of Spring Glen Elementary School Site;

Thence Easterly along said parallel line to the North-South centerline of said Section 29;

Thence Northerly along said North-South centerline to the Westerly extension of the South margin of S.E. 160th Street;

Thence Easterly along said Westerly extension and said South margin to the centerline of the Bonneville Power Line right-of-way;

EXHIBIT "A", continued

Thence Southeasterly along said centerline to the Westerly extension of the South margin of S.E. 162nd Street;

Thence Easterly along said extension and said South margin to the West line of the East 330.00 feet of the Northwest quarter of the Northeast quarter of said Section 29;

Thence North along said West line to the North line of said Northwest quarter of the Northeast quarter of said Section 29, also being the South line of Section 20, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line of said Section 20 to the West line of the East 930.00 feet of the Southeast quarter of said Section 20;

Thence Northerly along said West line to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

Thence North $01^{\circ}50'38''$ East, a distance of 105.01 feet to the North line of the South 305 feet, more or less, of said Southeast quarter;

Thence South $88^{\circ}46'15''$ East along said North line to the West line of the East 330.00 feet of said Southeast quarter;

Thence Northerly along said West line to the South line of the Plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

Thence Easterly along said South line to the East line of said Section 20, also being the West line of Section 21, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the Westerly extension of the South line of the Plat of Ponderosa Estates Addition, as recorded in Volume 70 of Plats, pages 34 and 35, records of King County, Washington;

Thence Easterly along said extension and said South line to the Southerly margin of the Cedar River Pipeline right-of-way;

Thence Southeasterly and Easterly along said Southerly right-of-way margin to the West line of the East half of the Southeast quarter of said Section 21;

Thence Northerly along said West line to the North line of the Southeast quarter of said Southeast quarter of Section 21;

EXHIBIT "A", continued

Thence Easterly along said North line to the East line of said Section 21, said point being on the City of Renton City Limits as established by City Ordinance 3723, and the terminus of this boundary description.

EXHIBIT "C"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

**AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR
ESTABLISHMENT OF SERVICE BOUNDARIES
(SEWER SERVICE BOUNDARY LINE)**

April 19, 1996

BEGINNING at a point described as the intersection of the North line of the South 1,350 feet of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, and the Easterly right-of-way margin of Primary State Highway No. 5, also known as State Route No. 167, said point being on the existing boundary of Soos Creek Water & Sewer District;

Thence Easterly along said North line to the North-South center line of said Section 6, also being the West line of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Southerly along said West line to the South line of said Tract 1;

Thence Easterly along said South line to the West line of the South 132 feet of the East 660 feet of said Tract 1;

Thence North along said West line to the North line of said South 132 feet of the East 660 feet of said Tract 1;

Thence Easterly along said North line to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road or Talbot Road;

Thence Northerly along said Westerly margin to its intersection with the Westerly extension of the most Northerly line of Tract 8, of said Plat of Spring Brook Acre Tracts;

Thence South 74°50'00" East along said extension to the Easterly margin of said 96th Avenue South and continuing South 74°50'00" East along said most Northerly line, a distance of 189.00 feet;

Thence South 00°44'00" East, a distance of 188.40 feet;

Thence South 58°38'00" East, a distance of 89.35 feet along the line common to Tracts 8 and 9, said Plat of Spring Brook Acre Tracts;

Thence North 41°22'00" East, a distance of 128.10 feet;

Thence South 64°22'00" East, a distance of 275.60 feet;

Thence South 16°58'00" West, a distance of 239.80 feet;

Thence South 31°43'00" East, a distance of 210.90 feet;

EXHIBIT "C", continued

Thence South 68°25'00" East, a distance of 99.50 feet;

Thence South 60°35'30" East, a distance of 28.17 feet to the most Northerly corner of Tract 7, said Plat of Spring Brook Acre Tracts;

Thence South 00°12'30" East, a distance of 396.04 feet;

Thence South 39°31'00" East, a distance of 383.85 feet;

Thence North 89°32'00" East, a distance of 340.00 feet to the East line of the Northeast quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North 00°12'30" West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 40°41'00" East, a distance of 230.30 feet;

Thence South 84°12'00" East, a distance of 245.90 feet;

Thence South 34°26'00" East, a distance of 147.30 feet;

Thence South 14°49'00" East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles to, and lying parallel with the South line of the Northwest quarter of said Section 5, said line also being the North margin of Southeast 200th Street;

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°31'17" East along said West line, a distance of 190.00 feet;

Thence South 88°38'33" East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

Thence South 00°31'17" West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South 88°38'33" East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

Thence North 00°39'11" East along said West line, also being the West line of the Plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, King County Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North 89°20'49" West, a distance of 59.00 feet;

Thence South 85°17'46" West, a distance of 80.30 feet;

EXHIBIT "C", continued

Thence North 89°24'30" West, a distance of 96.01 feet;

Thence North 05°09'11" West, a distance of 111.45 feet;

Thence North 53°49'07" East, a distance of 198.22 feet;

Thence South 48°37'32" East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North 69°21'46" East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°39'11" East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, said Plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line from the Northeast corner of said Tract 9;

Thence North 78°21'42" West, a distance of 336.34 feet;

Thence North 26°09'56" West, a distance of 106.78 feet;

Thence North 83°20'02" West, a distance of 289.79 feet;

Thence North 70°34'46" West to an intersection with the Southerly extension of the West line of the Plat of Springbrook Terrace, Amended, as recorded in Volume 131 of Plats, pages 55 through 58 as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said Plat of Springbrook Terrace, Amended;

Thence North 86°00'00" West a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, as established October 5, 1931, also known as John Langston Road or Springbrook Road or Talbot Road;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South 88°27'05" East along said South line to the West line of said Plat of Springbrook Terrace, Amended;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the Southeast corner of the Southeast quarter of said Section 31;

EXHIBIT "C", continued

Thence Northerly along the East line of said Southeast quarter to the Northeast corner thereof, also being the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East, W.M.;

Thence Easterly along the South line of said Northwest quarter to the Southeast corner of the Southwest quarter of said Northwest quarter;

Thence Northerly along the East line of said Southwest quarter to the South line of the North 200.00 feet thereof;

Thence Westerly along said South line to the East line of the West half of said Southwest quarter;

Thence Northerly along said East line to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Northwest quarter of said Section 32, also being the East line of the Northeast quarter of said Section 31;

Thence Northerly along said East line to its intersection with the Northerly margin of South 179th Street, also known as Carr Road, est. 11-27-17 (former Carr Road No. 1147);

Thence Westerly along said Northerly margin, said margin being a curve to the left, the center of which bears South 00°01'50" West, having a radius of 1,462.69 feet, through a central angle of 02°21'07", an arc distance of 60.04 feet to the Easterly most corner of Lot 42, Plat of Scott's Terrace, (Recording No. 761680) as recorded in Volume 72 of Plats, pages 39 and 40, records of King County, Washington;

Thence continuing along the Northeasterly boundary of said plat the following bearings and distances:

Thence North 60°04'34" West, a distance of 250.34 feet;

Thence North 17°02'46" West, a distance of 112.00 feet;

Thence North 01°13'36" East, a distance of 268.68 feet;

Thence North 22°31'55" West, a distance of 180.92 feet;

Thence North 89°03'13" West, a distance of 565.00 feet to the centerline of Talbot Road, also known as 96th Avenue South, said point being on the existing boundary of Soos Creek Water & Sewer District;

Thence Northeasterly and Northerly along said centerline of Talbot Road to the North line of said Section 31, also being the south line of Section 30, Township 23 North, Range 5 East, W.M.;

Thence continuing Northerly along said centerline of Talbot Road to the South line of North 100.00 feet of the South half of the Northeast quarter of the Southeast quarter of said Section 30;

EXHIBIT "C", continued

Thence Easterly along said South line to the East line of said Southeast quarter of said Section 30, also being the West line of Southwest quarter of Section 29, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the North line of the South half of the Northwest quarter of the Southwest quarter of said Section 29;

Thence North $88^{\circ}39'49''$ East along said North line to the West line of Lot 4 of King County Short Plat No. 577051, Recording No. 790280736;

Thence Northerly along said West line to the North line of said Lot 4;

Thence Easterly along said North line and its Easterly extension to the Easterly right-of-way margin of State Route 515;

Thence Northerly along said Easterly margin to the North line of the Southwest quarter of said Section 29, also being the South line of the Northwest quarter of said Section 29;

Thence Easterly along said South line to the West line of the Southeast quarter of the Northwest quarter of said Section 29;

Thence Northerly along said West line to the Westerly extension of the South line of Lot 4, Block 2, Plat of Akers Farms No. 5, as recorded in Volume 40 of Plats, page 27, records of King County, Washington;

Thence Easterly along the South line of said Lot 4 to the East line of the West half of said lot;

Thence Northerly along said East line, and the Northerly extension thereof to the South line of Lot 1, Block 2, of said Plat of Aker's Farms No. 5;

Thence Easterly along said South line to the West line of the East 62.50 feet of said Lot 1;

Thence Northerly along said West line to the Northerly line of said Lot 1, also being the Southerly margin of Southeast 166th Street;

Thence Northeasterly to a point on the Northerly margin of said Southeast 166th Street, which lies 237.41 feet East of said West line of the Southeast quarter of the Northwest quarter of said Section 29, said point also described as the Southwest corner of Lot 4 of Tract A, said Plat of Aker's Farms No. 5;

Thence North $24^{\circ}02'04''$ East, 182.23 feet along the Westerly line of said Lot 4;

Thence Southeasterly along the Southerly line of the North half of said Lot 4 to the Easterly line thereof;

Thence North $24^{\circ}02'04''$ East along said Easterly line, also being the Northwesterly line of Lot 5, Block A of said Plat, to a point 107 feet Southwesterly from the most Northerly corner of said Lot 5;

Thence Southeasterly to a point on the Easterly line of said Lot 5 lying 107 feet Southerly from the Northeast corner thereof, said point also being on the West right-of-way margin of 106th Avenue Southeast;

EXHIBIT "C", continued

Thence continuing Southeasterly to the intersection of the West line of Lot 1, Block 4 of said Plat and the North line of the South 273 feet of said Lot 1, said point also being on the East right-of-way margin of 106th Avenue Southeast;

Thence Easterly along said North line to the East line of said Lot 1, also being the West line of Lot 2, Block 4 of said Plat;

Thence Southerly along said West line to the North line of the South 120 feet of said Lot 2;

Thence Easterly along said North line to the West line of the East 20 feet of said Lot 2;

Thence Northerly along said West line and its Northerly extension thereof to the Westerly extension of the South right-of-way margin of South 29th Street, also known as Southeast 166th Street;

Thence Easterly along said Westerly extension and said South margin of South 29th Street to the Southerly extension of the Easterly right-of-way margin of 106th Place Southeast;

Thence Northwesterly along said Southerly extension and continuing Northwesterly along said Easterly margin and its Northerly extension to the centerline of Southeast 164th Street, also known as South 27th Street;

Thence Easterly along said centerline to the East line of said Northwest quarter of Section 29, also being the West of the Northeast quarter of said Section 29;

Thence Northerly along said West line to the North line of the South 430.00 feet of the Northwest quarter of said Northeast quarter of Section 29;

Thence Easterly along said North line to the East line of the West 450.00 feet of said Northwest quarter of the Northeast quarter;

Thence Northerly along said East line to its intersection with the Westerly extension of the South right-of-way margin of Southeast 162nd Street;

Thence Easterly along said Westerly extension and said South margin to the West line of the East 330.00 feet of said Northwest quarter of the Northeast quarter;

Thence North along said West line to the North line of said Northwest quarter of the Northeast quarter of said Section 29, also being the South line of Section 20, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line of said Section 20 to the West line of the East 930.00 feet of the Southeast quarter of said Section 20;

Thence Northerly along said West line to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

EXHIBIT "C", continued

Thence North $01^{\circ}50'38''$ East, a distance of 105.01 feet to the North line of the South 305 feet, more or less, of said Southeast quarter;

Thence South $88^{\circ}46'15''$ East along said North line to the West line of the East 330 feet of said Southeast quarter;

Thence Northerly along said West line to the South line of the Plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

Thence Easterly along said South line to the East line of said Section 20, also being the West line of Section 21, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the Westerly extension of the South line of the Plat of Ponderosa Estates Addition, as recorded in Volume 70 of Plats, pages 34 and 35, records of King County, Washington;

Thence Easterly along said extension and said South line to the Southerly margin of the Cedar River Pipeline right-of-way;

Thence Southeasterly and Easterly along said Southerly right-of-way margin to the West line of the East half of the Southeast quarter of said Section 21;

Thence Northerly along said West line to the North line of the Southeast quarter of the Southeast quarter of said Section 21;

Thence Easterly along said North line to the East line of said Section 21, said point being on the City of Renton City Limits, as established by City Ordinance 3723, and the terminus of this boundary description.

CITY OF RENTON & SOOS CREEK WATER AND SEWER DISTRICT

AGREEMENT FOR THE TRANSFER OF FACILITIES
AND FOR
THE ESTABLISHMENT OF SERVICE BOUNDARIES

THIS AGREEMENT, made and entered into this 6th day of August, 1991, by and between SOOS CREEK WATER AND SEWER DISTRICT, a Washington municipal corporation, hereinafter referred to as "THE DISTRICT", and the CITY OF RENTON, a Washington municipal corporation, hereinafter referred to as "RENTON", both being duly organized and existing under and by virtue of the laws of the State of Washington,

WITNESSETH:

WHEREAS, THE DISTRICT is qualified to provide water and sewer service within its prescribed area; and

WHEREAS, RENTON is qualified to provide public services, including water and sewer service, within its prescribed area; and

WHEREAS, THE DISTRICT has constructed, and has managed, operated, and maintained certain water and/or sewer facilities which exist in areas which have been annexed by RENTON, and which can most efficiently be managed, operated, and maintained by RENTON in conjunction with other facilities in the City; and

WHEREAS, bond covenants, resolutions, and other agreements of THE DISTRICT require that certain steps be taken, and certain financial arrangements made, as part of any transfer of facilities from THE DISTRICT to another party; and

WHEREAS, it is in the best interest of both parties to have RENTON administer the collection of General Facilities Charges on behalf of, and to be passed on to, THE DISTRICT for those areas herein described to be transferred to RENTON for management, operation, and maintenance; and

WHEREAS, it is in the public interest for the parties herein to enter into an agreement to provide for the efficient planning and development of new water and sewer services in areas which may be served by either, or both, of the parties herein; now therefore,

IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Water service by THE DISTRICT within RENTON City Limits. THE DISTRICT shall provide water service to the properties within THE RENTON City Limits described in attached Exhibit "A", and as shown in attached Figure 1.

Any new construction within the current RENTON City Limits by THE DISTRICT for water service shall be in compliance with RENTON requirements including; materials, techniques, fire flow, and all other standards. Existing watermains are excepted, provided that any upgrading or replacement shall be in compliance with said RENTON requirements.

Future transfer of service areas shall be by mutual agreement to be determined at that time. Any new or replacement facilities after the date of this agreement shall be transferred to RENTON at no cost if constructed by developer, but RENTON shall reimburse THE DISTRICT for the value of any DISTRICT construction not yet fully depreciated, at an amount equal to the remaining amount to be depreciated.

2. Water Service by THE DISTRICT Within RENTON City Limits Without Annexation to THE DISTRICT. THE DISTRICT shall provide water service to the following areas within the City Limits which are not within DISTRICT boundaries, and by agreement will not require annexation (also shown in attached Figure 1):

- a) Spring Glen Elementary School.
- b) The West 340.00 feet of the East 670.00 feet of the South 305.00 feet of Section 20, Township 23 North, Range 5 East, W.M., less City and/or County Road.

Any new construction within the RENTON City Limits by THE DISTRICT for water service shall be in compliance with RENTON requirements including: materials, techniques, fire flow, and all other standards. Future transfer of service area shall be by mutual agreement to be determined at the time any facilities change hands.

3. RENTON Provide Water Service Within DISTRICT Limits. The following areas have already been transferred to RENTON for service, or are herein released to RENTON for provision of water service by RENTON at no further charge for the transfer of such service area. THE DISTRICT releases all claim to water service within the areas described in Exhibit "B", and as shown in attached Figure 1.

4. Water Service Area Boundary Between RENTON and THE DISTRICT. The attached Exhibit "C" describes the line separating the RENTON water service area from THE DISTRICT water service area. RENTON shall provide ultimate service for the area North and West of the line described. THE DISTRICT shall provide ultimate service for the area South and East of the line described. This line is also shown in attached Figure 1.
5. PONDEROSA ESTATES: Sale of Sewer System to RENTON. The facilities listed below (and on As-Built page A-43 referenced) and the area as described in attached Exhibit "D", and as shown in attached Figures 2 and 3, are hereby transferred (sold) to RENTON by THE DISTRICT. THE DISTRICT agrees to allow the Ponderosa Estates sewer mains to remain connected to lines belonging to THE DISTRICT. THE DISTRICT further agrees not to charge RENTON for any maintenance of the lines so impacted, so long as RENTON agrees to, and continues to, notify THE DISTRICT whenever maintenance of the lines in Ponderosa Estates will be performed. Furthermore, that the RENTON maintenance crews take steps to minimize the amounts of solids or chemicals which would otherwise be released into the downstream lines as a result of such maintenance. This will allow THE DISTRICT to coordinate maintenance with the action of RENTON maintenance operations. The lines so included are as follows:

<u>Soos Creek (Cascade) As-Built Page No.</u>	<u>Manhole Run (Will Include Upstream Manhole)</u>	<u>Length (Feet)</u>	<u>Diameter (Inches)</u>	<u>Street</u>
<u>PONDEROSA ESTATES</u>				
A-43	No. 104 to 207	400.0	8 Conc.	116th Ave. S.E.
A-43	No. 100 to 201	173.0	8 Conc.	118th Ave. S.E.
A-43	No. 201 to 202	96.0	8 Conc.	118th Ave. S.E.
A-43	No. 202 to 203	250.0	8 Conc.	118th Ave. S.E.
A-43	No. 203 to 204	210.0	8 Conc.	S.E. 156th St.
A-43	No. 203 to 205	300.0	8 Conc.	118th Ave. S.E.
A-43	no. 205 to 206	308.0	8 Conc.	118th Ave. S.E.

- a) Latecomers: None due.
- b) General Facilities Charge: None due.
- c) Portion of Monthly Service Charge to Cover Bond Indebtedness

As described in Soos Creek Water and Sewer District Resolution No. 0145C, based upon outstanding debt, the fraction of THE DISTRICT represented by the area of concern, and the portion of the indebtedness which is to be paid by the monthly service charges (and not by U.L.I.D. assessments). That amount is:

Ponderosa Estates = \$17,488.10

Amount calculated as follows:

Number of Connections in Ponderosa Estates:	35
Number of Connections in Sewer Area:	18,619
Debt Retirement in 1990:	\$1,881,554
Amount Retired by U.L.I.D. Assessments in 1990:	\$771,900
Amount Retired by Service Charge in 1990:	\$1,109,654 (Difference)
Amount Retired per Connection in 1990:	\$59.598
Debt Retired in Full in 2003. Remaining Years:	12
Present Value to Cover Indebtedness (6%):	35 Connections x \$59.598 x 8.38384 = \$17,488.10

RENTON agrees to compensate THE DISTRICT the amount of \$17,488.10 as detailed above, for this portion, within 60 days after the date of this agreement.

6. SPRINGBROOK AREA: Sale of Sewer System to RENTON. The facilities involved are as listed below (and as shown in figure 4 and on As-built pages referenced, Figures 5-10) and the area is as described in attached Exhibit "E".

Soos Creek (Cascade) As-Built No.	Manhole Run (Will Include Upstream Manhole)	Length (Feet)	Diameter (Inches)	Street
K-25	No. 80-14 to 80-15	242.0	18 Conc.	SR 167 (Crossing)
K-35	No. 80-15 to 34-0A	140.3	12 PVC	S. 192nd St.
K-35	No. 34-0A to 34-1	25.9	12 PVC	S. 192nd St.
K-35	No. 34-1 to 34-2	353.7	12 PVC	S. 192nd St.
K-35	No. 34-2 to 34-3	375.0	12 PVC	S. 192nd St.
K-35	No. 34-3 to 34-3A	105.5	12 PVC	S. 192nd St.
K-35	No. 34-3A to 34-4	233.5	12 PVC	S. 192nd St.

Soos Creek (Cascade) As-Built No.	Manhole Run (Will Include Upstream Manhole)	Length (Feet)	Diameter (Inches)	Street
K-36	No. 34-4 to 34-5	368.0	12 PVC	S. 192nd St.
K-36	No. 34-5 to 34-6	147.0	12 PVC	S. 192nd St.
K-36	No. 34-6 to 34-16	399.0	8 PVC	96th Ave. S.
K-36	No. 34-16 to 34-17	249.1	8 PVC	96th Ave. S.
K-37	No. 34-6 to 34-7	400.0	8 PVC	96th Ave. S.
K-37	No. 34-6 to 34-12	403.0	12 PVC	S. 192nd St.
K-37	No. 34-12 to 34-13	377.2	12 PVC	S. 192nd St.
K-37	No. 34-13 to 34-14	192.9	12 DIP	Easement
K-37	No. 34-14 to 34-15	288.0	12 PVC	Easement
K-38	No. 34-7 to 34-8	400.0	8 PVC	97th Ave. S.
K-38	No. 34-8 to 34-9	400.0	8 PVC	97th Ave. S.
K-38	No. 34-9 to 34-10	400.0	8 PVC	97th Ave. S.
K-38	No. 34-10 to 34-11	400.0	8 PVC	97th Ave. S.
K-40	No. 34-17 to 34-26	179.0	8 PVC	96th Ave. S.

a) Latecomers (From U.L.I.D. No. 34)

Property 062205-9002 440 L.F. @ \$35.89 per Lineal Foot

Property 793100-0120 170 L.F. @ \$35.89 per Lineal Foot +
\$275.00 for Stub

Property 062205-9002 latecomer (\$15,791.60) to be collected by RENTON and paid through to THE DISTRICT at the time of connection.

Property 793100-0120 is now RENTON property. However, it is in the "watershed" and will never be developed, and is therefore not benefitted by the sewer. It is agreed that no payment need be made to Soos Creek at this time. If the property is ever developed, or a facility requiring sewers is placed on the property, then a latecomer amount of \$6,376.30 shall be paid to THE DISTRICT by RENTON within 60 days after the date of connection to the sewer.

b) **General Facilities Charge**

The 1991 General Facilities Charge for this basin is \$0.0531 per square foot, with a minimum of \$531.00 per unit, or customer equivalent. Payable, at RENTON's discretion, to THE DISTRICT by RENTON, on the schedule as listed below. THE DISTRICT shall advise RENTON of current General Facilities Charges, and any changes to those charges as they occur. Area is described in attached Exhibit "E", and shown in attached Figure 4.

Tributary Area: 6,000,000 S.F. (Total area, less 25% for rights-of-way.)

Option No. 1 - General Facilities Charge of \$199,200 if paid by June 1, 1991.

Option No. 2 - General Facilities Charge of \$258,900 if paid between June 2 and December 31, 1991.

Option No. 3 - If payment has not been made by December 31, 1991, the current General Facility Charge must be paid at the time of connection.

If not paid according to Option No. 1 or Option No. 2 above, RENTON shall inform THE DISTRICT whenever an agreement is made for sewer service in this area by RENTON, and RENTON shall pay said charges to THE DISTRICT in accordance with Option No. 3, after the property owner has made such payment to RENTON, as described in Section 7. Total payment will be dependent upon when the charge is paid, the rate at the time of connection, and the number of units developed.

c) **Portion of Monthly Service Charge to Cover Bond Indebtedness**

Amount for Springbrook Area: \$7,994.56

Amount calculated as follows:

Number of Connections in Area: 16 (of 18,619 in Total District)

Amount Retired by Service

Charges in 1990: \$1,109,654 (\$59.598 per Connection)

Present Value of 12 Years of
Repayment: 16 Connections x \$59.598 x 8.38384
= \$7,994.56

RENTON agrees to compensate THE DISTRICT the amount of \$7,994.56 as detailed above, for this portion effective the date of the agreement and due within 60 days.

7. Notification of THE DISTRICT of New Connections, and Payment of THE DISTRICT's General Facilities Charge. Notification shall be made by RENTON to THE DISTRICT at the time of connection of any property in the Springbrook Interceptor Service area. The notification shall be accompanied by a plot plan, or letter, indicating the square footage of the property, and including payment to THE DISTRICT of THE DISTRICT's General Facilities Charges, as described in Section 6b, and based upon the then current rate, as reported to RENTON by THE DISTRICT. The General Facilities Charge shall be based upon the area of the property connected, or the number of dwelling units (or single-family equivalents if not residential), whichever is larger; except that, unserviceable and unusable portions of the property are not included in the calculation of the General Facilities Charge, except for those portions which also benefit the development of the property, such as being included in the normal setback requirements, or landscape requirements. Included in this exempt category are: roads and similar rights-of-way, open space required, wetlands, unusable steep-slope areas, and the setbacks for these restrictive conditions.
8. Transfer of Easement and Right-of-Way Documents. THE DISTRICT shall officially transfer the right-of-way documents for the facilities herein sold to RENTON, and RENTON agrees to accept responsibility for all maintenance or other actions required by said documents. THE DISTRICT shall not have any liability for disputes arising over said rights-of-way or easements so transferred, except that any disputes arising due to the actions of THE DISTRICT prior to said transfer shall not be affected by this section.
9. Disclaimer From Third Party Liability. The DISTRICT shall disclose any and all known defects or problems of or in the facilities herein transferred to RENTON. THE DISTRICT shall not be liable for any claims by third parties arising from acts or damages by RENTON or its customers in using the facilities sold to RENTON pursuant to this Agreement.

10. Sewer Service Area Boundary Between RENTON and THE DISTRICT. With the above transfer (sale) of existing facilities and service area, and reasonable service area limits corresponding to this action, the line separating the RENTON service area from THE DISTRICT service area for sanitary sewers is described in attached Exhibit "F", and is shown in attached Figure 11. RENTON shall provide ultimate service for the area north and west of the line shown. THE DISTRICT shall provide ultimate service for the area south and east of the line shown.

11. Maintenance of Existing Facilities. THE DISTRICT and RENTON will each provide maintenance for its own facilities. If there are any serious problems due to a discharge which can be identified, and for which the source can be identified, the individual or company responsible will be held liable for damage. If a lack of maintenance, or if the type of maintenance by either RENTON or THE DISTRICT is identified as the source of said problem, then the party creating, or allowing, the situation shall be responsible and shall pay the costs of repair. In case of dispute over the source or responsibility of said problems, the Municipality of Metropolitan Seattle (Metro) shall serve as arbitrator in identifying and quantifying said problems provided that said arbitration and/or any reports generated by an investigation by Metro, shall be binding upon both parties in resolution of the dispute.

12. Allowable Capacities in the Lines being Transferred, and at Points Further Downstream. There are no restrictions on the capacity of the sewers from Ponderosa Estates as long as they are consistent with the current use of the properties. There are currently 35 single family residences, and the property is fully developed. If this condition ever changes, a further review of the capacity of the system shall be performed, and an additional agreement shall be developed between the parties.

Capacity for the system in the Springbrook drainage basin shall be as follows:

AT TIMES OF SIMULTANEOUS PEAK FLOW

	SOOS CREEK (gpm)	CITY OF RENTON (gpm)	RESERVED FOR CITY OF KENT (gpm)
S. 192nd Street, at and below MH 34-3	1500	600	0

S. 192nd Street, at and below MH 34-0A	1800	1500	0
S. 192nd Street, at and below MH 80-14	3900	1500	0
West of MH 80-14	3900	1500	400

No connections, by either party, will be allowed between Manhole 34-0A and Manhole 80-15 except by mutual agreement.

Both parties agree that either may exceed this amount at the non-peak times, as long as there are no negative impacts, and the combined capacity of the system is not exceeded, and prior notification is given to the other party. It shall be the responsibility of each part to monitor its flow as and when necessary to determine what the flow rate characteristics of the system are. If the combined capacity of the system is exceeded, the party exceeding its allowable rate shall have the option of making revisions within its own system to bring its flows into compliance with this Section, or of paying for improvements to either system which will increase the available capacity of the systems. If both parties exceed their allowable rate, the cost of any new facilities will be divided based upon the ratio of the percentage by which each party is exceeding its allowable rate. If the allowable rate is exceeded at only one location, the ratio at that location will be used. If the rate is exceeded at more than one location, the ratio will be based upon the furthest east point at which the allowable rates are being exceeded. If a regular surcharge condition exists that is not due to a blockage problem, a previously agreed upon temporary situation such as re-routing for construction, or by either party exceeding its capacity, the DISTRICT shall have the option of making revision within its own system to bring its flows into compliance with this section, or of paying for improvements to either system which will resolve the surcharge condition. Both parties acknowledge and agree that the City of Kent is not a party to this agreement, and the amount referenced for the City of Kent is for reference only and could be the basis for a separate agreement in the future involving THE DISTRICT and the City of Kent, and involving RENTON if their rate allowance is at all to be affected.

13. Connection of THE DISTRICT to RENTON Facilities, or RENTON to THE DISTRICT Facilities. Connection of facilities of either RENTON or THE DISTRICT to facilities of the other, or to facilities tributary to facilities of the other, shall be coordinated by both parties to assure:
- a) Payment of appropriate charges,
 - b) up-to-date accounting of connections,
 - c) potential sources of debris, or construction damage, are identified, and

d) inspection of connection construction can be scheduled.

RENTON and THE DISTRICT shall each be responsible for maintenance of their own facilities, except as described in Section 11 above. Should damage of the facilities of one be traceable to a source within the jurisdiction of the other, RENTON and THE DISTRICT agree to assist each other in whatever action is necessary to identify, prosecute, fine, collect from, or otherwise deal with the responsible party.

14. Future Annexations to RENTON. The service areas listed in sections 1-7 of this AGREEMENT are the only areas of cross-service agreed to at this time. RENTON shall serve all other areas within RENTON without challenge by THE DISTRICT, based upon the City limits at the date of the agreement. THE DISTRICT shall serve all areas within THE DISTRICT's limits at the time of this agreement, except as previously detailed. Future annexation to RENTON shall not limit THE DISTRICT providing water or sewer service to those areas within THE DISTRICT limits to the standards of THE DISTRICT, even if there is conflict with RENTON standards, unless this is altered by future agreements. Future agreements may occur between RENTON and THE DISTRICT transferring additional, or future, services areas and/or facilities by mutual agreement.
15. DISTRICT Comprehensive Water and Sewer Planning. THE DISTRICT will submit the current and all future Comprehensive Water and/or Sewerage Plans and amendments thereto involving area and/or improvements within RENTON City Limits. The Comprehensive Water and/or Sewerage Plans and amendments shall be in compliance with RENTON requirements for service within RENTON, except where existing facilities may differ from RENTON requirements. No replacement or augmenting of the system shall be required at this time. As new facilities are planned and constructed within RENTON, they shall comply with RENTON technical standards then in effect.
16. Extensions of Utilities Across Properties. RENTON and THE DISTRICT agree that they will require property owners who must extend facilities to serve their property to extend said facilities to the far side of the property to provide a connection point for the future (or existing) facilities of the next property.
17. Recording of Agreement with King County. THE DISTRICT is hereby authorized to record a copy of a resolution in which a copy of this Agreement is incorporated with the office of the Auditor of King County, Washington, for the purposes of giving notice to all present and future owners of the real property described in Exhibit "E" that their properties are subject to the connection charges specified herein.

18. Submittal of Agreement to the Boundary Review Board. THE DISTRICT is hereby authorized to prepare a submittal to the Washington State Boundary Review Board for King County. THE DISTRICT and RENTON agree to be coproponents of the submittal, and to provide any support requested or required by King County or the Boundary Review Board in the review and approval process. RENTON agrees to pay THE DISTRICT for one-half of all costs involved in the submittal, review and approval process, to a maximum of \$3,000 (50 percent of \$6,000 estimated total expenses).

19. Sanctity of Agreement. This agreement constitutes the entire agreement of the parties, and there are no representations or oral agreements other than those listed herein, which vary the terms of this agreement. Future agreements may occur between the parties to transfer additional, or future, service areas and/or facilities by mutual agreement.

20. Obligations Intact. Nothing herein shall be construed to alter the rights, responsibilities, liabilities, or obligations of either THE DISTRICT or RENTON regarding provisions of water or sewer services to the properties described herein, or other properties, except as specifically set forth herein.

DATED this 6th day of August, 1991.

Approved by Ordinance No. ____ of the City Council of the City of RENTON, Washington, at its regular meeting held on _____ day of _____, 19__.

CITY OF RENTON

By: _____

Title: _____

Mayor

ATTEST: _____

City Clerk

0666-S

Approved by Resolution No. 1 of the Board of Commissioners of SOOS CREEK WATER AND SEWER DISTRICT of King County, Washington, adopted at its regular meeting held on 18th day of April, 1991

SOOS CREEK WATER AND SEWER DISTRICT

By: _____

Patrick J. Brazil, President

Title: _____

Board of Commissioners

EXHIBIT "A"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR
THE ESTABLISHMENT OF SERVICE BOUNDARIES
(PROPERTIES WITHIN CITY LIMITS TO RECEIVE WATER SERVICE FROM DISTRICT)

May 23, 1991

- a) The Easterly half of the Southeast quarter of Section 31, Township 23 North, Range 5 East, W.M., less the Westerly 1,003.00 feet thereof.
- b) Beginning at the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East, W.M.;
- Thence Northeasterly to a point 600.00 feet North and 550.00 feet East of said Southwest corner;
- Thence Northerly along a line parallel with and 550.00 feet East of the West line of said Northwest quarter to a point 900.00 feet North and 550.00 feet East of said Southwest corner;
- Thence Northwesterly to a point on said West line of the Northwest quarter of said Section 32, 1,200.00 feet North of the Southwest corner of said Northwest quarter;
- Thence Northerly along said West line to the Northerly right-of-way margin of Carr Road;
- Thence Easterly and Northeasterly along said Northerly right-of-way margin to the East line of the West half of the Northwest quarter of said Section 32;
- Thence Southerly along said East line to the South line of said Northwest quarter;
- Thence Westerly along said South line to the Southwest corner of said Northwest quarter and the Point of Beginning.
- c) Beginning at a point on the East line of the Southwest quarter of the Northwest quarter of Section 29, Township 23 North, Range 5 East, W.M., 100.00 feet South of the Northeast corner of said Southwest quarter;
- Thence Westerly along the South line of the North 100.00 feet of said Southwest quarter to the West line of the East 100.00 feet of the West half of the Northwest quarter of said Section 29;

EXHIBIT "A", Continued

(May 23, 1991)

Thence Northerly along said West line to the North line of the South 100.00 feet of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said North line to its intersection with the Westerly margin line of Benson Road;

Thence Southerly along said West margin line to its intersection with the South line of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said South line to its intersection with the Easterly margin line of Benson Road;

Thence Northerly along said East margin line to the South line of the following described parcel;

Beginning at a point located North $01^{\circ}42'40''$ East, a distance of 749.65 feet and North $88^{\circ}17'20''$ West, a distance of 191.67 feet, more or less, from a point on the centerline of South 27th Street (S.E. 164th Street) 255.00 feet East of the Easterly margin line of Benson Road;

Thence South $88^{\circ}17'20''$ East, a distance of 191.67 feet, more or less, to a point located North $01^{\circ}42'40''$ East, a distance of 749.65 feet, more or less, from said point on the centerline of said South 27th Street;

Thence South $01^{\circ}42'40''$ West to a line parallel with and 400.00 feet North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence West along said parallel line to the Easterly margin of Benson Road;

Thence Northerly along said Easterly margin to the Point of Beginning of this parcel's description;

Thence Easterly along said South line of the above-described parcel to the East line of said parcel;

Thence Northerly along said East line of said parcel to a line parallel with and 700 feet, more or less, North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence Easterly along said parallel line to the North-South centerline of said Section 29;

EXHIBIT "A", Continued

(May 23, 1991)

Thence Southerly along said North-South centerline to the centerline of South 27th Street (S.E. 164th Street);

Thence Westerly along said centerline to the Northerly extension of the East margin of 106th Place S.E.;

Thence Southeasterly along said East margin, its Northerly extension, and its Southerly extension to the North margin of South 29th Street (S.E. 166th Street);

Thence Easterly along said North margin and its Easterly extension to the East margin of Kennewick Avenue S.E. (109th Avenue S.E.)

Thence Southerly along said East margin, and its Southerly extension to the South Line of the Northeast quarter of said Section 29;

Thence Westerly along said South line to the Westerly margin of said Benson Road;

Thence Northerly and Northwesterly along said Westerly margin to the North line of the Southeast quarter of said Northwest quarter of said Section 29;

Thence Westerly along said North line to the West line of said Southeast quarter, also being the East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Southerly along said East line 100.00 feet to the Point of Beginning.

- d) Beginning at a point on the South line of the Southeast quarter of Section 20, Township 23 North, Range 5 East, W.M., 930.00 feet West of the Southeast corner of said Southeast quarter;

Thence Northerly along the West line of the East 930.00 feet of said Southeast quarter to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

Thence North $01^{\circ}50'38''$ East, a distance of 105.01 feet, more or less, to the North line of the South 305.00 feet of said Southeast quarter;

Thence South $88^{\circ}46'15''$ East along said North line to the West line of the East 330.00 feet of said Southeast quarter;

EXHIBIT "A", Continued

(May 23, 1991)

Thence Northerly along said West line to the South line of the plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

Thence Easterly along said South line and its Easterly extension to the East line of said Southeast quarter of Section 20;

Thence Southerly along said East line to said Southeast corner of said Southeast quarter of Section 20;

Thence West along the South line of said Southeast quarter, a distance of 930.00 feet to the Point of Beginning.

EXHIBIT "B"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR
ESTABLISHMENT OF SERVICE BOUNDARIES
(PROPERTIES WITHIN DISTRICT BOUNDARIES TO
RECEIVE WATER SERVICE FROM CITY OF RENTON)

May 23, 1991

- a) The plat of Ponderosa Estates, Volume 70 of lots, pages 34 and 35, records of King County, Washington.
- b) The East 330.00 feet of the Southeast quarter of Section 20, Township 23 North, Range 5 East, W.M., less the South 345.00 feet thereof, more or less.
- c) Beginning at the intersection of the West line of the Northwest quarter of the Northeast quarter of Section 29, Township 23 North, Range 5 East, W.M., and Westerly extension of the South margin of S.E. 160th Street;

Thence Easterly along said Westerly extension and said South margin to the centerline of the Bonneville Power Line right-of-way;

Thence Southeasterly along said centerline to the Westerly extension of the South margin of S.E. 162nd Street;

Thence Easterly along said extension and said South margin to the West line of the East 330.00 feet of said Northwest quarter;

Thence North along said West line to the North line of said Northwest quarter;

Thence West along said North line to the Northwest corner of said Northwest quarter;

Thence South along West line of said Northwest quarter to the point of Beginning.

- d) Beginning at the intersection of the South line of the Northeast quarter of the Northwest quarter of Section 29, Township 23 North, Range 5 East, W.M., and the Easterly margin of Benson Road;

EXHIBIT "B", Continued

(May 23, 1991)

Thence Northerly along said East margin line to a point located North 01°42'40" East, a distance of 749.65 feet and North 88°17'20" West, a distance of 191.67 feet, more or less, from a point on the centerline of South 27th Street (S.E. 164th Street) 255.00 feet East of the Easterly margin line of Benson Road;

Thence South 88°17'20" East, a distance of 191.67 feet, more or less, to a point located North 01°42'40" East, a distance of 749.65 feet, more or less, from said point on the centerline of said South 27th Street;

Thence South 01°42'40" West, a distance of 749.65 feet, more or less, to said point on the centerline of said South 27th Street, also being said South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence Westerly along said South line to the Point of Beginning;

LESS the Southerly 400.00 feet thereof.

- e) The West half of Lot 3, Block 2, of the Plat of Aker's Farms No. 5, recorded in Volume 40 of Plats, page 27, records of King County, Washington.
- f) The East 150.00 feet of the Southeast quarter of the Southwest quarter of the Northwest quarter of Section 29, Township 23 North, Range 5 East, W.M.
- g) Beginning at a point described as the intersection of the South margin line of South 192nd Street, also described as a line parallel with and 30.00 feet South of the North line of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, with the Easterly right-of-way margin of Primary State Highway No. 5 (State Route No. 167);

Thence Easterly along said parallel line to the North-South centerline of said Section 6;

Thence Southerly along said centerline to the Northwest corner of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Easterly, Northerly, and Easterly along the North line of said Tract 1 to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

EXHIBIT "B", Continued

(May 23, 1991)

Thence Southerly along said Westerly margin, a distance of 320 feet_± to the Westerly extension of the most Northerly line of Tract 8, of said plat of Spring Brook Acre Tracts;

Thence South 74°50'00" East along said extension to the Easterly margin of said 96th Avenue Southeast and continuing South 74°50'00" East along said most Northerly line, a distance of 189.00 feet;

Thence South 00°44'00" East, a distance of 188.40 feet;

Thence South 58°38'00" East, a distance of 89.35 feet along the line common to Tracts 8 and 9, said plat of Spring Brook Acre Tracts;

Thence North 41°22'00" East, a distance of 128.10 feet;

Thence South 64°22'00" East, a distance of 275.60 feet;

Thence South 16°58'00" West, a distance of 239.80 feet;

Thence South 31°43'00" East, a distance of 210.90 feet;

Thence South 68°25'00" East, a distance of 99.50 feet;

Thence South 60°35'30" East, a distance of 28.17 feet to the most Northerly corner of Tract 7, said plat of Spring Brook Acre Tracts;

Thence South 00°12'30" East, a distance of 396.04 feet;

Thence South 39°31'00" East, a distance of 383.85 feet;

Thence North 89°32'00" East, a distance of 340.00 feet to the East line of the Northeast quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North 00° 12'30" West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 40°41'00" East, a distance of 230.30 feet;

EXHIBIT "B", Continued

(May 23, 1991)

Thence South 84°12'00" East, a distance of 245.90 feet;

Thence South 34°26'00" East, a distance of 147.30 feet;

Thence South 14°49'00" East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles from, and lying parallel with, the South line of the Northwest quarter of said Section 5:

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°31'17" East along said West line, a distance of 190.00 feet;

Thence South 88°38'33" East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

Thence South 00°31'17" West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South 88°38'33" East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

Thence North 00°39'11" West along said West line, also being the West line of the plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North 89°20'49" West, a distance of 59.00 feet;

Thence South 85°17'46" West, a distance of 80.31 feet;

Thence North 89°24'30" West, a distance of 96.01 feet;

Thence North 05°09'11" West, a distance of 111.45 feet;

Thence North 53°49'07" East, a distance of 198.22 feet;

EXHIBIT "B", Continued

(May 23, 1991)

Thence South $48^{\circ}37'32''$ East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North $69^{\circ}21'46''$ East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North $00^{\circ}39'11''$ East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, of said plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line from the Northeast corner of said Tract 9;

Thence North $78^{\circ}21'42''$ West, a distance of 336.34 feet;

Thence North $26^{\circ}09'56''$ West, a distance of 106.78 feet;

Thence North $83^{\circ}20'02''$ West, a distance of 289.79 feet;

Thence North $70^{\circ}34'46''$ West to an intersection with the Southerly extension of the West line of the plat of Springbrook Terrace, as recorded in Volume 131 of Plats, pages 55 through 58 as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said plat of Springbrook Terrace;

Thence North $86^{\circ}00'00''$ West a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, as established October 5, 1931; (also known as John Langston Road or Springbrook Road)

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South $88^{\circ}27'05''$ East to the West line of said plat of Springbrook Terrace;

EXHIBIT "B", Continued

(May 23, 1991)

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the East line of the West 1,003.00 feet of the Southeast quarter of the Southeast quarter of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said East line to the North line of the Southeast quarter of said Section 31;

Thence Easterly along said North line to the East quarter corner of said Section 31, of said East quarter corner also being the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East;

Thence Northeasterly to a point 600.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northerly along a line parallel with and 550.00 feet East of the West line of said Northwest quarter to a point 900.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northwesterly to a point on said West line of the Northwest quarter of said Section 32, 1,200.00 feet North of the said Southwest corner;

Thence Northerly along said West line of said Northwest quarter, and the West line of Section 29, Township 23 North, Range 5 East, W.M., to the North line of the South half of the Southwest quarter of the Southwest quarter of said Section 29;

Thence Easterly along said North line a distance of 802 feet, more or less, to the Southerly extension of the West line of Lot 4 of King County Short Plat No. 577051, Recording No. 7902080736;

Thence North $01^{\circ}52'36''$ East along said Southerly extension and the West line of the said Lot 4 to the Northwest corner thereof;

Thence Easterly along the North line of said Lot 4 and its Easterly extension, also being the North line of the South half of the North half of the Northwest quarter of the Southwest quarter of said Section 29, to the East margin of State Route 515 right-of-way;

EXHIBIT "B", Continued

(May 23, 1991)

Thence Northerly along said East margin to the North line of the Southwest quarter of said Section 29;

Thence Westerly along said North line to the West line of said Section 29, said line also being the East line of Section 30, Township 23 North, Range 5 East, W.M.;

Thence Southerly along said East line to the South line of the North 100.00 feet of the Southeast quarter of said Section 30;

Thence Westerly along said South line to the West line of the East 750.00 feet of said Southeast quarter;

Thence Southerly along said West line to the South line of the North half of the North half of the Northeast quarter of said Southeast quarter of said Section 30;

Thence Westerly along said South line to the Westerly margin line of 96th Avenue South, also known as Talbot Road or Springbrook Road;

Thence Southerly along said Westerly margin line to the South line of the Northeast quarter of the Southeast quarter of said Section 30;

Thence Easterly along said South line to the centerline of said 96th Avenue South;

Thence Southerly along said centerline to the South line of said Section 30, said line also being the North line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence continuing Southerly along said centerline of 96th Avenue South to the South right-of-way line of South Carr Road, said right-of-way being 80.00 feet in width;

Thence Northeasterly along said South right-of-way line of South Carr Road to the North line of the Southeast quarter of the Northeast quarter of said Section 31;

EXHIBIT "B", Continued

(May 23, 1991)

Thence Easterly along said North line to the West line of the East half of the East half of said Northeast quarter of Section 31;

Thence Southerly along said West line to the North line of the South half of the South half of said Northeast quarter;

Thence Westerly along said North line to said centerline of 96th Avenue South;

Thence Southerly along said centerline to the South line of the North 133.00 feet of the South half of the South half of said Northeast quarter of said Section 31;

Thence Westerly along said South line to the West line of the East 265.00 feet of the West half of the Northeast quarter of said Section 31;

Thence Northerly along said West line to the North line of the South half of the South half of the Northeast quarter of said Section 31;

Thence Westerly along said North line to the West line of the East half of the Northeast quarter of the Southwest quarter of the Northeast quarter of said Section 31;

Thence Northerly along said West line and continuing along its Northerly extension to the North margin line of South 180th Street (also known as South 43rd Street);

Thence Westerly along said North margin line to the East margin line of P.S.H. No. 5 (State Highway No. 167);

Thence Southerly along said East margin line to the South line of said Section 31, said line also being the North line of Section 6, Township 22 North, Range 5 East, W.M., and continuing Southerly along said East margin line to the Point of Beginning on the South margin line of South 192nd Street and a terminus of this boundary description.

EXHIBIT "C"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

**AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR
ESTABLISHMENT OF SERVICE BOUNDARIES
(WATER SERVICE BOUNDARY LINE)**

May 23, 1991

Beginning at a point described as the intersection of a line parallel with and 180.00 feet South of the North line of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, with the Easterly right-of-way margin of Primary State Highway No. 5 (State Route No. 167);

Thence Easterly along said parallel line to the North-South centerline of said Section 6;

Thence Southerly along said centerline to the Northwest corner of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Easterly, Northerly, and Easterly along the North line of said Tract 1 to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

Thence Southerly along said Westerly margin, a distance of 320 feet \pm to the Westerly extension of the most Northerly line of Tract 8, of said plat of Spring Brook Acre Tracts;

Thence South 74°50'00" East along said extension to the Easterly margin of said 96th Avenue Southeast and continuing South 74°50'00" East along said most Northerly line, a distance of 189.00 feet;

Thence South 00°44'00" East, a distance of 188.40 feet;

Thence South 58°38'00" East, a distance of 89.35 feet along the line common to Tracts 8 and 9, of said plat of Spring Brook Acre Tracts;

Thence North 41°22'00" East, a distance of 128.10 feet;

Thence South 64°22'00" East, a distance of 275.60 feet;

EXHIBIT "C", Continued

(May 23, 1991)

Thence South 16°58'00" West, a distance of 239.80 feet;

Thence South 31°43'00" East, a distance of 210.90 feet;

Thence South 68°25'00" East, a distance of 99.50 feet;

Thence South 60°35'30" East, a distance of 28.17 feet to the most Northerly corner of Tract 7, of said plat of Springbrook Acre Tracts;

Thence South 00°12'30" East, a distance of 396.04 feet;

Thence South 39°31'00" East, a distance of 383.85 feet;

Thence North 89°32'00" East, a distance of 340.00 feet to the East line of the Northeast quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North 00° 12'30" West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 40°41'00" East, a distance of 230.30 feet;

Thence South 84°12'00" East, a distance of 245.90 feet;

Thence South 34°26'00" East, a distance of 147.30 feet;

Thence South 14°49'00" East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles from, and lying parallel with, the South line of the Northwest quarter of said Section 5:

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°31'17" East along said West line, a distance of 190.00 feet;

Thence South 88°38'33" East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

EXHIBIT "C", Continued

(May 23, 1991)

Thence South 00°31'17" West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South 88°38'33" East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

Thence North 00°39'11" West along said West line, also being the West line of the plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North 89°20'49" West, a distance of 59.00 feet;

Thence South 85°17'46" West, a distance of 80.31 feet;

Thence North 89°24'30" West, a distance of 96.01 feet;

Thence North 05°09'11" West, a distance of 111.45 feet;

Thence North 53°49'07" East, a distance of 198.22 feet;

Thence South 48°37'32" East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North 69°21'46" East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°39'11" East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, of said plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line the from Northeast corner of said Tract 9;

Thence North 78°21'42" West, a distance of 336.34 feet;

EXHIBIT "C", Continued

(May 23, 1991)

Thence North 26°09'56" West, a distance of 106.78 feet;

Thence North 83°20'02" West, a distance of 289.79 feet;

Thence North 70°34'46" West to an intersection with the Southerly extension of the West line of the plat of Springbrook Terrace, as recorded in Volume 131 of Plats, pages 55 through 58, as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said plat of Springbrook Terrace;

Thence North 86°00'00" West, a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South 88°27'05" East to the West line of said plat of Springbrook Terrace;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the East quarter corner of said Section 31, said East quarter corner also being the Southwest corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East;

Thence Northeasterly to a point 600.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northerly along a line parallel with and 550.00 feet East of the West line of said Northwest quarter to a point 900.00 feet North and 550.00 feet East of said Southwest corner;

Thence Northwesterly to a point on said West line of the Northwest quarter of said Section 32, a distance of 1,200.00 feet North of the said Southwest corner;

EXHIBIT "C", Continued

(May 23, 1991)

Thence Northerly along said West line of said Northwest quarter, and the West line of Section 29, Township 23 North, Range 5 East, W.M., to the North line of the South half of the Southwest quarter of the Southwest quarter of said Section 29;

Thence Easterly along said North line, a distance of 802 feet, more or less to the Southerly extension of the West line of the Lot 4 of King County Short Plat No. 577051, Recording No. 790280736;

Thence North $01^{\circ}52'36''$ East along said southerly extension and the West line of said Lot 4 to the Northwest corner thereof;

Thence Easterly along the North line of said Lot 4 and its Easterly extension, also being the North line of the South half of the North half of the Northwest quarter of said Section 29, to the East margin of State Route 515 right-of-way;

Thence Northerly along said East margin to the North line of the Southwest quarter of said Section 29;

Thence Easterly along said North line to the centerline of Cedar Avenue South (104th Avenue S.E.), said centerline also being the East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Northerly along said East line to the Westerly extension of the South line of Lot 2 of City of Renton Short Plat No. 071-85;

Thence Easterly along the South line and said Westerly extension to the East line of said lot;

Thence Northerly along said East line to the Northeast corner of said lot;

Thence continuing Northerly along the East line of Lot 1 of said Short Plat to the Northeast corner of said Lot 1;

Thence Westerly along the North line of said lot and the Westerly extension thereof to said East line of the Southwest quarter of the Northwest quarter of said Section 29;

Thence Northerly along said East line to the South line of the North 100.00 feet of the Southwest quarter of the Northwest quarter of said Section 29;

EXHIBIT "C", Continued

(May 23, 1991)

Thence Westerly along said South line to the West line of the East 100.00 feet of the West half of the Northwest quarter of said Section 29;

Thence Northerly along said West line to the North line of the South 100.00 feet of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said North line to its intersection with the Westerly margin line of Benson Road;

Thence Southerly along said West margin line to its intersection with the South line of the North half of the Northwest quarter of said Section 29;

Thence Easterly along said South line to its intersection with the Easterly margin line of Benson Road;

Thence Northerly along said East margin line to the South line of the following described parcel:

Beginning at a point located North $01^{\circ}42'40''$ East, a distance of 749.65 feet and North $88^{\circ}17'20''$ West, a distance of 191.67 feet, more or less, from a point on the centerline of South 27th Street (S.E. 164th Street), a distance of 255.00 feet East of the Easterly margin line of Benson Road;

Thence South $88^{\circ}17'20''$ East, a distance of 191.67 feet, more or less, to a point located North $01^{\circ}42'40''$ East, a distance of 749.65 feet, more or less, from said point on the centerline of said South 27th Street;

Thence South $01^{\circ}42'40''$ West, to a line parallel with and 400.00 feet North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence West along said parallel line to the Easterly margin of Benson Road;

Thence Northerly along said Easterly margin to the Point of Beginning of this parcel's description;

Thence Easterly along said South line of the above-described parcel to the East line of said parcel;

EXHIBIT "C", Continued

(May 23, 1991)

Thence Northerly along said East line of said parcel to a line parallel with and 700 feet, more or less, North of the South line of the Northeast quarter of the Northwest quarter of said Section 29;

Thence Easterly along said parallel line to the North-South centerline of said Section 29;

Thence Northerly along said North-South centerline to the South margin of S.E. 160th Street (BOW LAKE PIPELINE - CITY OF SEATTLE WATER DEPARTMENT);

Thence Easterly along said South margin to the centerline of the Bonneville Power Line right-of-way;

Thence Southeasterly along said right-of-way centerline to the Westerly extension of the South margin of S.E. 162nd Street;

Thence Easterly along said extension and said South margin to the Southerly extension of the West line of the East 330.00 feet of the Northwest quarter of the Northeast quarter of said Section 29;

Thence North along said West line to the North line of the Northeast quarter of said Section 29, also being the South line of Section 20, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line of said Section 20 to the West line of the East 930.00 feet of the Southeast quarter of said Section 20;

Thence Northerly along said West line to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

Thence North $01^{\circ}50'38''$ East, a distance of 105.01 feet to the North line of the South 305 feet, more or less, of said Southeast quarter;

Thence South $88^{\circ}46'15''$ East along said North line to the West line of the East 330.00 feet of said Southeast quarter;

EXHIBIT "C", Continued

(May 23, 1991)

Thence Northerly along said West line to the South line of the Plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

Thence Easterly along said South line to the East line of said Section 20, also being the West line of Section 21, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the Westerly extension of the South line of the plat of Ponderosa Estates Addition, as recorded in Volume 70 of Plats, pages 34 and 35, records of King County, Washington;

Thence Easterly along said extension and said South line to the Southerly margin of the Cedar River Pipeline right-of-way;

Thence Southeasterly and Easterly along said Southerly right-of-way margin to the West line of the East half of the Southeast quarter of said Section 21;

Thence Northerly along said West line to the North line of the Southeast quarter of the Southeast quarter of said Section 21;

Thence Easterly along said North line to the East line of said Section 21, said point being on the City of Renton City Limits as established by City Ordinance 3723, and the terminus of this boundary description.

EXHIBIT "D"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR
THE ESTABLISHMENT OF SERVICE BOUNDARIES
(DESCRIPTION OF SEWER SYSTEM TO RENTON - PONDEROSA ESTATES)

May 23, 1991

The Plat of Ponderosa Estates as recorded in Volume 70 of Plats, pages 34 and 35,
records of King County, Washington.

EXHIBIT "E"

SOOS CREEK WATER & SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR
THE ESTABLISHMENT OF SERVICE BOUNDARIES
(DESCRIPTION OF SALE OF SEWER SYSTEM TO RENTON - SPRINGBROOK AREA)

May 23, 1991

Beginning at a point described as the intersection of a line parallel with and 180.00 feet South of the North line of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, with the Easterly right-of-way margin of Primary State Highway No. 5 (SR 167);

Thence Easterly along said parallel line to the North-South centerline of said Section 6;

Thence Southerly along said centerline to the Northwest corner of Tract 1 of Spring Brook Acre Tracts as recorded in Volume 12 of Plats, Page 60, Records of King County, Washington;

Thence Easterly, Northerly and Easterly along the North line of said Tract 1 to the Westerly margin of 96th Avenue South also known as John Langston Road and Springbrook Road;

Thence Southerly along said Westerly margin, a distance of 320 \pm feet to its intersection with the Westerly extension of the most Northerly line of Tract 8, of said Plat of Spring Brook Acre Tracts;

Thence South 74°50'00" East along said extension to the intersection of said extension and the Easterly margin of said 96th Avenue South;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South 88°27'05" East to the West line of said plat of Springbrook Terrace, as recorded in Volume 131, of Plats, pages 55 through 58, as amended, records of King County, Washington;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the Southeast corner of the Southeast quarter of Section 31;

EXHIBIT "E", Continued

(May 23, 1991)

Thence Northerly along the East line of said Section 31 to the North line of the South half of North half of the South half of said Section 31;

Thence Westerly along said North line to its intersection with the Easterly margin of Primary State Highway No. 5 (SR 167);

Thence Southerly along said Easterly margin, to the Point of Beginning and the terminus of this boundary description.

EXHIBIT "F"

SOOS CREEK WATER AND SEWER DISTRICT AND CITY OF RENTON

AGREEMENT FOR THE TRANSFER OF FACILITIES AND FOR
ESTABLISHMENT OF SERVICE BOUNDARIES
(SEWER SERVICE BOUNDARY LINE)

May 23, 1991

Beginning at a point described as the intersection of a line parallel with and 180.00 feet South of the North line of the Northwest quarter of Section 6, Township 22 North, Range 5 East, W.M., in King County, Washington, with the Easterly right-of-way margin of Primary State Highway No. 5 (State Route No. 167);

Thence Easterly along said parallel line to the North-South centerline of said Section 6;

Thence Southerly along said centerline to the Northwest corner of Tract 1, Spring Brook Acre Tracts, as recorded in Volume 12 of Plats, page 60, records of King County, Washington;

Thence Easterly, Northerly, and Easterly along the North line of said Tract 1 to the Westerly margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

Thence Southerly along said Westerly margin, a distance of 320 feet \pm to the Westerly extension of the most Northerly line of Tract 8, of said plat of Spring Brook Acre Tracts;

Thence South 74°50'00" East along said extension to the Easterly margin of said 96th Avenue Southeast and continuing South 74°50'00" East along said most Northerly line, a distance of 189.00 feet;

Thence South 00°44'00" East, a distance of 188.40 feet;

Thence South 58°38'00" East, a distance of 89.35 feet along the line common to Tracts 8 and 9, of said plat of Spring Brook Acre Tracts;

Thence North 41°22'00" East, a distance of 128.10 feet;

Thence South 64°22'00" East, a distance of 275.60 feet;

EXHIBIT "F", Continued

(May 23, 1991)

Thence South 16°58'00" West, a distance of 239.80 feet;

Thence South 31°43'00" East, a distance of 210.90 feet;

Thence South 68°25'00" East, a distance of 99.50 feet;

Thence South 60°35'30" East, a distance of 28.17 feet to the most Northerly corner of Tract 7, of said plat of Spring Brook Acre Tracts;

Thence South 00°12'30" East, a distance of 396.04 feet;

Thence South 39°31'00" East, a distance of 383.85 feet;

Thence North 89°32'00" East, a distance of 340.00 feet to the East line of the Northeast quarter of said Section 6, said East line also being the West line of Section 5, Township 22 North, Range 5 East, W.M.;

Thence North along a line common to said Sections 5 and 6, a distance of 21.50 feet to a point that lies North 00° 12'30" West, a distance of 241.50 feet from the Southwest corner of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 40°41'00" East, a distance of 230.30 feet;

Thence South 84°12'00" East, a distance of 245.90 feet;

Thence South 34°26'00" East, a distance of 147.30 feet;

Thence South 14°49'00" East, a distance of 257.44 feet to a line 30.00 feet North of, as measured at right angles from, and lying parallel with, the South line of the Northwest quarter of said Section 5:

Thence Easterly along said parallel line to the West line of the East one-half of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North 00°31'17" East along said West line, a distance of 190.00 feet;

Thence South 88°38'33" East, to the East line of the West 115.00 feet of the East half of said Southwest quarter of the Northwest quarter;

EXHIBIT "F", Continued

(May 23, 1991)

Thence South $00^{\circ}31'17''$ West along said East line, a distance of 190.00 feet to the North margin of said Southeast 200th Street;

Thence South $88^{\circ}38'33''$ East along said North margin, a distance of 377.82 feet to the West line of the East 156.00 feet of said Southwest quarter of the Northwest quarter;

Thence North $00^{\circ}39'11''$ West along said West line, also being the West line of the plat of Parkridge East 1, as recorded in Volume 132 of Plats, pages 45 and 46, records of King County, Washington, a distance of 918.18 feet to the South line of Lot 2, Short Plat No. R877058, recorded under Auditor's File No.'s 7803010983 and 7808100855, records of King County, Washington;

Thence North $89^{\circ}20'49''$ West, a distance of 59.00 feet;

Thence South $85^{\circ}17'46''$ West, a distance of 80.31 feet;

Thence North $89^{\circ}24'30''$ West, a distance of 96.01 feet;

Thence North $05^{\circ}09'11''$ West, a distance of 111.45 feet;

Thence North $53^{\circ}49'07''$ East, a distance of 198.22 feet;

Thence South $48^{\circ}37'32''$ East, a distance of 118.20 feet to the Northeast corner of said Lot 2;

Thence North $69^{\circ}21'46''$ East, a distance of 165.28 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5;

Thence North $00^{\circ}39'11''$ East along said East line, a distance of 147.85 feet to the North line of said Southwest quarter;

Thence Westerly along said North line to the West line of said Section 5, also being the East line of said Tract 9, of said plat of Spring Brook Acre Tracts;

Thence Northerly along said East line to a point that lies 271.50 feet South, as measured along said East line from the Northeast corner of said Tract 9;

Thence North $78^{\circ}21'42''$ West, a distance of 336.34 feet;

Thence North $26^{\circ}09'56''$ West, a distance of 106.78 feet;

EXHIBIT "F", Continued

(May 23, 1991)

Thence North 83°20'02" West, a distance of 289.79 feet;

Thence North 70°34'46" West to an intersection with the Southerly extension of the West line of the plat of Springbrook Terrace, as recorded in Volume 131 of Plats, page 55 through 58, as amended, records of King County, Washington;

Thence Northerly along said Southerly extension to the Southwest corner of said plat of Springbrook Terrace;

Thence North 86°00'00" West, a distance of 509.65 feet to the East line of the old right-of-way margin of 96th Avenue South, also known as John Langston Road or Springbrook Road;

Thence Northwesterly and Northerly along said Easterly right-of-way margin to the South line of the North 425 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 6;

Thence South 88°27'05" East to the West line of said plat of Springbrook Terrace;

Thence Northerly along said West line and its Northerly extension to the North line of said Section 6, also being the South line of Section 31, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line to the Southeast corner of the Southeast quarter of Section 31;

Thence Northerly along the East line of said Southeast quarter to the Northeast corner thereof, also being the Southeast corner of the Northwest quarter of Section 32, Township 23 North, Range 5 East, W.M.;

Thence Easterly along the South line of said Northwest quarter to the Southwest corner of the Southwest quarter of said Northwest quarter;

Thence Northerly along said East line of said Southwest quarter to the South line of the North 200.00 feet thereof;

Thence Westerly along said South line to the East line of the West half of said Southwest quarter;

Thence Northerly along said East line to the North line of said Southwest quarter;

EXHIBIT "F", Continued

(May 23, 1991)

Thence Westerly along said North line to the West line of said Northwest quarter of said Section 32, also being the East line of the Northeast quarter of said Section 31;

Thence Northerly along said East line to the Northerly margin of South 179th Street, also known as Carr Road, est. 11-27-17;

Thence Westerly along said Northerly margin, said margin being a curve to the left, the center of which bears South $00^{\circ}01'50''$ West, having a radius of 1,462.69 feet, through a central angle of $02^{\circ}21'07''$, an arc distance of 60.04 feet to the Easterly most corner of Lot 42, Plat of Scott's Terrace, (Recording No. 761680) as recorded in Volume 72 of Plats, pages 39 and 40, records of King County, Washington;

Thence continuing along the Northeasterly boundary of said plat the following bearings and distances:

Thence North $60^{\circ}04'34''$ West, a distance of 250.34 feet;

Thence North $17^{\circ}02'46''$ West, a distance of 112.00 feet;

Thence North $01^{\circ}13'36''$ East, a distance of 268.68 feet;

Thence North $22^{\circ}31'55''$ West, a distance of 180.92 feet;

Thence North $89^{\circ}03'13''$ West, a distance of 565.00 feet to the centerline of Talbot Road, also known as 96th Avenue South;

Thence Northerly along said centerline of Talbot Road to the North line of said Section 31, also being the South line of Section 30, Township 23 North, Range 5 East, W.M.;

Thence continuing Northerly along said centerline of Talbot Road to the South line of the North 100.00 feet of the South half of the Northeast quarter of the Southeast quarter of said Section 30;

Thence Easterly along said South line to the East line of said Southeast quarter of said Section 30, also being the West line of Southwest quarter of Section 29, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the North line of the South half of the Northwest quarter of the Southwest quarter of said Section 29;

EXHIBIT "F", Continued

(May 23, 1991)

Thence North $88^{\circ}39'49''$ East along said North line to the Easterly margin of State Route 515;

Thence Northerly along said Easterly margin to the North line of said Southwest quarter of said Section 29, also being the South line of the Northwest quarter of said Section 29;

Thence East along said South line to the West line of the Southeast quarter of the Northwest quarter of said Section 29;

Thence Northerly along said West line to the Westerly extension of the South line of Lot 4, Block 2, plat of Aker's Farms No. 5, as recorded in Volume 40 of Plats, page 27, records of King County, Washington:

Thence Easterly along the South line of said Lot 4 to the East line of the West half of said lot;

Thence Northerly along said East line, and the Northerly extension thereof, to the South line of Lot 1, Block 2, of said plat of Aker's Farms No. 5;

Thence Easterly along said South line to the West line of the East 62.50 feet of said Lot 1;

Thence Northerly along said West line to the Northerly line of said Lot 1, also being the Southerly margin of Southeast 166th Street;

Thence Northeasterly to a point on the Northerly margin of said Southeast 166th Street, which lies 237.41 feet East of said West line of the Southeast quarter of the Northwest quarter of said Section 29, said point also described as the Southwest corner of Lot 4 of Tract A, said plat of Aker's Farms No. 5;

Thence North $24^{\circ}02'04''$ East, a distance of 364.47 feet along the Westerly line of said Lot 4 to the Westerly margin of Benson Road, also known as Secondary State Highway 5C;

Thence Southeasterly along said Westerly margin of Benson Road to the Westerly extension of the South margin of South 29th Street;

Thence Easterly along said Westerly extension and said South margin of South 29th Street to the Southerly extension of the Easterly margin line of 106th Place Southeast;

EXHIBIT "F", Continued

(May 23, 1991)

Thence Northerly along said Southerly extension and continuing Northerly along said Easterly margin line and its Northerly extension to the centerline of Southeast 164th Street, (also known as South 27th Street);

Thence Easterly along said centerline to the East line of said Northwest quarter of Section 29, also being the West line of the Northeast quarter of said Section 29;

Thence Northerly along said West line to the North line of the South 430.00 feet of the Northwest quarter of said Northeast quarter of Section 29;

Thence Easterly along said North line to the East line of the West 450.00 feet of said Northwest quarter;

Thence Northerly along said East line to its intersection with the Westerly extension of the South margin of Southeast 162nd Street;

Thence Easterly along said Westerly extension and said South margin to the West line of the East 330.00 feet of said Northwest quarter;

Thence Northerly along said West line to the North line of said Section 29, also being the South line of Section 20, Township 23 North, Range 5 East, W.M.;

Thence Easterly along said South line of said Section 20, to the West line of the East 930.00 feet of the Southeast quarter of said Section;

Thence Northerly along said West line to the North line of the South 200.00 feet of said Southeast quarter;

Thence Easterly along said North line to the West line of the East 670.00 feet of said Southeast quarter;

Thence North $01^{\circ}50'38''$ East, a distance of 105.01 feet to the North line of the South 305 feet, more or less, of said Southeast quarter;

Thence South $88^{\circ}46'15''$ East along said North line to the West line of the East 330.00 feet of said Southeast quarter;

Thence Northerly along said West line to the South line of the plat of Parkwood South Division No. 3, as recorded in Volume 109 of Plats, pages 57 and 58, records of King County, Washington;

EXHIBIT "F", Continued

(May 23, 1991)

Thence Easterly along said South line to the East line of said Section 20, also being the West line of Section 21, Township 23 North, Range 5 East, W.M.;

Thence Northerly along said West line to the Westerly extension of the South line of the plat of Ponderosa Estates Addition, as recorded in Volume 70 of Plats, pages 34 and 35, records of King County, Washington;

Thence Easterly along said extension and said South line to the Southerly margin of the Cedar River Pipeline right-of-way;

Thence Southeasterly and Easterly along said Southerly right-of-way margin to the West line of the East half of the Southeast quarter of said Section 21;

Thence Northerly along said West line to the North line of the Southeast quarter of the Southeast quarter of said Section 21;

Thence Easterly along said North line to the East line of said Section 21, said point being on the City of Renton City Limits, as established by City Ordinance 3723, and the terminus of this boundary description.