

**APPENDIX C**

**TEMPORARY SEWER AGREEMENT  
WITH LAKESIDE INDUSTRIES**



## Temporary Sewer Service Agreements in Issaquah

Tax Parcel 8843500150: Lakeside Industries + City of Issaquah

- Agreement for Temporary Sewer Service
- Supplement to Agreement for Temporary Sewer Service



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Sammanish Plateau Water & Sewer Distri  
1510 228th Avenue SE  
Sammanish, WA 98075



**20020816001392**

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PAGE 001 OF 009  
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KING COUNTY, WA

AGREEMENT FOR TEMPORARY SEWER SERVICE

20020816001392

Reference #'s: None

Grantor(s): Lakeside Industries  
PO Box 7016  
Issaquah, Washington 98027

Grantee(s): Sammanish Plateau Water & Sewer District  
1510 228<sup>th</sup> Avenue SE  
Sammanish, Washington 98075

Legal Description: Section 27 Township 24 North-Range 06 East  
Additional legal descriptions are on pages 9 of document.

Tax Parcel ID: 884350 0150

Lakeside Industries



## AGREEMENT FOR TEMPORARY SEWER SERVICE

This Agreement is made and entered into between the Sammamish Plateau Water and Sewer District, a municipal corporation ("District"), the City of Issaquah, a municipal corporation ("City"), and Lakeside Industries, a joint venture, ("Lakeside") for the purposes set forth below.

### SECTION 1: RECITALS

1.1 The District and the City are the owners and operators of water and sewer utility systems and a portion of the District's southern corporate boundary is located adjacent to the City's northern corporate boundary. Lakeside owns real property located within the City's corporate boundary at 980 First Avenue NE., Issaquah, Washington as legally described on Exhibit A attached hereto and incorporated herein by this reference (the Real Property). A house and a shop building are presently located on the Real Property and receive water service from the City. Lakeside has made application to City for necessary permits to build a warehouse on the Real Property and desires to receive municipal water and sewer service to the warehouse, house, and shop on the Real Property. The City will provide additional water service to the Real Property upon certain terms and conditions. Sewer service from the City to the Real Property is not yet available. However, sewer service to the Real Property is available from the District upon certain terms and conditions.

1.2 Lakeside desires to receive permanent water service from City and temporary sewer service from the District. The City and District will consent to the District's provision of temporary sewer service from the District. The City and District will consent to the District's provision of temporary sewer service to the Real Property until such time as permanent City sewer service is available to the Real Property when such Real Property shall receive such service from the City.

NOW, THEREFORE, in consideration of the following terms and conditions the parties agree as follows:

### SECTION 2: SEWER SERVICE

2.1 The District shall provide temporary sewer service to the Real Property subject to the following terms and conditions:

a. Sewer service shall be for the proposed warehouse facility, and the existing house and shop only based on projected water usage equivalent to 25 ERUs for the warehouse, 1 ERUs for the home, and 8 ERUs for the shop. An ERU shall be defined as an equivalent residential unit under Metro Rules and Regulations and as such Rules and Regulations may be modified and amended. (Total of 11.5 ERUs)

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b. Temporary sewer service to the Real Property as determined by the District shall be provided by either (1) a local sewer collection system (side sewer line(s) and/or pump station) to serve the warehouse, home, and shop, which system Lakeside shall own and/or (2) developer extension pursuant to the District's developer extension agreement procedure which District shall own subject to the provisions of Paragraph 2.2 herein. Any local sewer collection system required to serve the Real Property as determined by the District shall be constructed, installed, connected, owned and operated at Lakeside's sole expense and in compliance with all District policies, rules and regulations. Lakeside shall submit to the District prior to the construction of the local collection system Lakeside's plans and specifications for the line which shall be in compliance with District's developer extension and side sewer regulations and shall be subject to the District's approval. Lakeside shall not connect any Lakeside side sewer line to the District's sewer system until Lakeside has applied for and received side sewer permits, paid all applicable fees and charges as referenced herein and the District has inspected and approved such side sewer lines. Lakeside shall notify the District of its intent to connect its side sewer line at least two business days prior to such connection in order to allow the District to inspect the connection(s).

c. District policy requires that each structure connecting to the District's sewer system do so by individual side sewer and District policy prohibits the connection of more than one structure to a sewer line. However, in the event the local sewer collection system to be constructed by Lakeside on the Real Property provides for the warehouse, house, and shop to be served by only one side sewer line, District shall allow such multiple side sewer connections on the condition that Lakeside agrees to accept full responsibility and to defend, indemnify, and hold the District harmless from any liability, damages, and/or losses or costs of any nature or kind for any injury or damage to personal or real property resulting from or in any way related to such side sewer connections and/or sewage backups in the side sewer and/or on the Real Property. Lakeside hereby agrees to such term and condition.

d. Lakeside shall pay all District connection fees and charges as required by the developer extension agreement and District rules and regulations and, in any event, not later than prior to connecting the local sewer collection system or developer extension improvement to the District's sewer system, including but not limited to general facility charges, side sewer permit fees, monthly sewer service charges and a monthly trunkage charge in the amount of \$ 0.50 per ERU connected to and to be served by the District's sewer system. Lakeside agrees that the District shall have all rights to collect any unpaid connection charges, service or trunkage fees as provided in Chapter 56 RCW, including but not limited to, all rights set forth in RCW 56.08.010, 56.16.100 and RCW 56.16.110 and as such statutes may be modified and amended. In addition, in the event any service or trunkage fees for sewer service to the real property become delinquent more than 90 days, the District shall have the right to terminate sewer service to the Real Property upon 10 days written notice to Lakeside.

e. Lakeside agrees that sewer service may be temporarily discontinued because of unforeseen emergencies or other reasons beyond the control of District or for necessary maintenance and repair of the sewer system; and in the event sewer service to the real property is interrupted or fails by any such reason or for accident or any other cause, District shall not be liable for damages for such interruption or failure of service nor shall such failure or interruption for any reasonable period of time be held to constitute a breach of contract on the part of the District or in any way relieve Lakeside from performing its obligations under this Agreement.



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f. This temporary sewer service agreement is subject to all provisions of all resolutions of the District now existing and/or hereafter adopted relating to the provision of sewer service to the District's customers and Lakeside.

2.2 City shall have the right upon 60 days written notice to District to assume ownership of any sewer extension improvements installed by Lakeside within the City limits as referenced in Paragraph 2.01 above and to provide sewer service to the real property. City shall only be required to pay District's actual capital contributions to and costs and expenses for those portions of the sewer extension improvement installed by Lakeside or the District assumed by the City. In such event, Lakeside shall pay all reasonable District costs and charges to effect the transfer of sewer service to City as a condition of such, including District administration and inspection costs and the cost of disconnection from the District's sewer system.

2.3 All terms, conditions and provisions herein with respect to the obligations of Lakeside are deemed to be covenants and such covenants shall run with the land as to the Real Property and may be enforced by the District in an action at law or equity. This Agreement shall be recorded by the District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

**SECTION 3: GENERAL PROVISIONS**

3.1 Any notice to be given pursuant to this Agreement shall be in writing and shall either be personally delivered or sent by certified mail, return receipt requested, postage prepaid, to the appropriate party as follows:

TO DISTRICT AT:

Ron Little  
Sammamish Plateau Water and  
Sewer District  
1510 228th Avenue S.E.  
Issaquah, Wa. 98027

TO CITY AT:

Will Zell  
City of Issaquah  
Public Works  
Project Manager

TO LAKESIDE AT:

Henry R Waggoner  
PO Box 7016  
Issaquah, WA 98027

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Any party may, by written notice to the other, designate a difference address or designee. Any notice shall be deemed given the date of deposit in the United States mails or the date of personal delivery.

3.2 No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition or as a waiver of any subsequent breach of this Agreement.

3.3 In the event any party to this Agreement employs an attorney to enforce or defend any claim or cause of action arising out of or relating to this Agreement or any appeal therefrom, then in such even the prevailing party shall be entitled to recover from the losing party and the losing party shall pay all of the prevailing party's reasonable attorneys' fees and costs incurred therein.

3.4 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

3.5 This Agreement shall take effect upon it approval and execution by all of the parties hereto.

3.6 The District will cause to be performed certain services by its engineers, staff and legal counsel to carry out its purposes, including but not limited to the preparation administration of this and any related agreements and documents. Lakeside shall pay the costs of all such services as a condition of the District's approval of this Agreement and the provision of temporary sewer service to the Real Property.

CITY OF ISSAQUAH

By Kel Zell  
Its Project Manager  
Dated 10-31-96

Approved as to form:

By Barry Stuer  
Its \_\_\_\_\_  
Dated 11/4/96

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SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

By [Signature]  
Its General Manager  
Dated 8-21-96

Approved as to form:

By \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

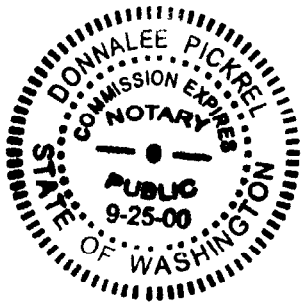
LAKESIDE INDUSTRIES, a Joint Venture Partnership, by Washington Asphalt Co., Inc. a Washington corporation, as its Managing Partner

By [Signature]  
Tim Lee  
Its President  
Dated 3-10-97

20020816001392

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Keith Gittel is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Project Manager of the CITY OF ISSAQUAH, a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses ad purposes mentioned in the instrument.

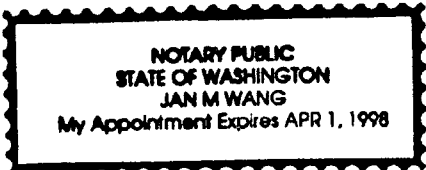


Dated October 31, 1996  
Donnalee Pickrel  
NAME: DONNALEE PICKREL  
(Print Name)

NOTARY Public in and for the State of Washington.  
Commission Expires: 9/25/00

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Ronald E Little is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the General Manager of SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation, to be the free and voluntary act of such municipal corporation for the uses ad purposes mentioned in the instrument.



Dated August 21, 1996  
Jan M Wang  
NAME: Jan M Wang  
(Print Name)

NOTARY Public in and for the State of Washington.  
Commission Expires: April 1, 1998

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Tim Lee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Washington Asphalt Co., Inc., as the managing partner of LAKESIDE INDUSTRIES, a Joint Venture, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated March 10, 1997  
Rebecca L. Venable

NAME: Rebecca L. Venable  
(Print Name)

NOTARY Public in and for the State of  
Washington.  
Commission Expires: 6-1-00



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LEGAL DESCRIPTION

TAX PARCEL NUMBER – 884350 0150

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 3 OF HERBERT S. UPPERS FIRST ADDITION TO ISSAQUAH, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 136, RECORDS OF KING COUNTY;

TOGETHER WITH THAT PORTION OF VACATED NE LOCUST STREET AND 3<sup>RD</sup> AVENUE NE ADJOINING, WHICH UPON VACATION, ATTACHES TO SAID PROPERTY BY OPERATION OF LAW;

SITUATE IN THE CITY OF ISSAQUAH, COUNTY OF KING, STATE OF WASHINGTON.

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## SUPPLEMENT TO AGREEMENT FOR TEMPORARY SEWER SERVICE

This Supplemental Agreement ("Supplemental Agreement") is made and entered into between the Sammamish Plateau Water and Sewer District, a municipal corporation ("District") and Lakeside Industries, Inc., a Washington State corporation ("Lakeside") (individually a "Party" and collectively the "Parties"), for the purposes set forth below.

### SECTION 1: RECITALS

1.1 The District and Lakeside, as successor to Lakeside Industries, a joint venture, entered into an Agreement for Temporary Sewer Service (the "Agreement") along with the City of Issaquah in 1997. The purpose of the Agreement was to facilitate the District's provision of sanitary sewer service to Lakeside's shop building, a home and warehouse located on the Real Property referenced in the Agreement and as legally described on Exhibit A attached hereto and incorporated herein by this reference ("Real Property") when sewer service was not readily available to the Real Property from the City.

1.2 The Agreement provided at Section 2.1 in pertinent part that sewer service shall be "... based on projected water usage equivalent to 2.5 ERUs for the warehouse, 1 ERUs for the home, and 8 ERUs for the shop," for a total of 11.5 ERUs.

1.3 The District notified Lakeside on or about June 14, 2007 that the District had not been charging Lakeside for sewer service pursuant to the Agreement prior to that date. However, Lakeside has been paying for charges for sewer service accruing under the Agreement since June 14, 2007 at a consistent with the Agreement's "projected water usage" of 11.5 ERUs.

1.4 District and Lakeside staff agreed to analyze actual historic water usage of Lakeside facilities to consider the possible adjustment of the Agreement's "projected water usage" of 11.5 ERUs. Analysis of actual water usage shows that on a consistent basis the warehouse usage is equivalent to 1.0 ERUs, and the shop building usage is equivalent to 2.0 ERUs.

1.5 The City of Issaquah has no involvement in billing for sewer service per the Agreement, so is not made a party of this Supplemental Agreement.

NOW THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

### SECTION 2: SEWER SERVICE

2.1 The Parties agree to modify and amend Section 2.1.a of the Agreement as of the Effective Date of this Agreement to read as follows:

Sewer service shall be for the warehouse facility, the house and shop building only located on the Real Property based on historic water usage equivalent to one (1) ERU for the warehouse, one (1) ERU for the home, and two (2) ERUs for the

shop building; provide the District reserves the right to periodically review the historic usage and to adjust the assignment of ERUs to these facilities and the resulting sewer charges therefore if the historic changes by 50 (fifty) per cent from the water usage as of the date of this Supplemental Agreement. An ERU shall be defined as an equivalent residential unit under King County Metro Rules and Regulations and as such Rules and Regulations may be modified and amended.


### SECTION 3: GENERAL PROVISIONS

3.1 The District and Lakeside re-affirm all other provisions of the Agreement not affected by the modification of the total ERU calculation set forth in the above Section 2.1a. of this Supplemental Agreement.

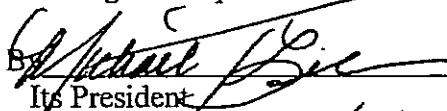
3.2 This Supplemental Agreement shall take effect upon the last date of its execution by the District and Lakeside ("Effective Date").

3.3 All terms, conditions and provisions herein with respect to the obligations of Lakeside are deemed to be covenants and such covenants shall run with the land as to the Real Property and may be enforced by the District in an action at law or equity. This Supplemental Agreement shall be recorded by the District with the King County Office of Records and Elections immediately upon its execution by the Parties herein.

#### SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

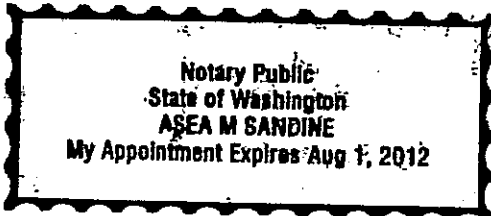
By   
Its General Manager  
Dated: 10/22/10

#### LAKESIDE INDUSTRIES, INC., a Washington Corporation

By   
Its President  
Dated: 10/20/2010

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Jay Krauss is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the General Manager of SAMMAMISH PLATEAU WATER AND SEWER DISTRICT to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



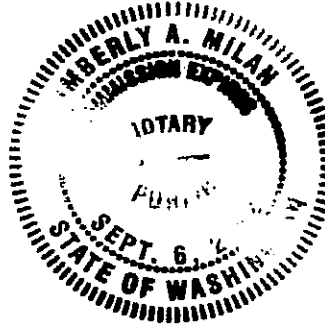
DATED: October 29, 2010

Asea M Sandine  
NAME: Asea M Sandine  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: Aug 1, 2012

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Michael J Lee is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it as the President of LAKESIDE INDUSTRIES, INC., to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



DATED: Oct 20, 2010

Kimberly A Milan  
NAME: Kimberly A. Milan  
(Print Name)

Notary Public in and for the State of Washington  
Commission Expires: 9/6/12

