

**NOTICE OF INTENTION
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
NE 1ST & JUNIPER AREA SEWER ANNEXATION**

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NE 1ST & JUNIPER AREA SEWER ANNEXATION**

I. ADVANCE COURTESY NOTIFICATION

Advance Courtesy Notification package was submitted to the Boundary Review Board on January 25, 2022.

II. BACKGROUND INFORMATION/MAPS

A. Basic Information

1. A brief description of and reason for seeking the proposed action. Include a statement of the method used to initiate the proposed action (i.e., petition or election method), and the complete RCW designation.

The proposed action is annexation of the approximately 12 acres in size to the Sammamish Plateau Water & Sewer District ("SPWSD" or "District") for sewer service. The proposed change to the District's sewer service boundary is a result of certain property requesting sewer service and studies undertaken by the District and the City of Issaquah found the District to be the most logical provider to the area. As a result of the sewer service studies, the District and the City of Issaquah entered into an interlocal agreement to adjust the sewer service area and boundaries between the agencies. To adjust the sewer service boundary, the action was initiated by property owner petition per RCW 57.24.070. The NE 1st & Juniper Area Sewer Annexation area is adjacent to the District's current sewer service area, and is generally located in Issaquah, south of Locust Street, north of Juniper Street, west of 3rd Ave NE (if extended), and east of the I-90 right-of-way.

2. A signed and certified copy of the action accepting the proposal as officially passed.

Certified copies of Resolutions

Exhibit A – Resolution 5113, which accepted the petition and set public hearing date.

Exhibit B – Resolution 5118, which states the District's interest in annexing the area, subject to approval by the Boundary Review Board for King County and the King County Council.

3. Certification of any petitions for municipal annexation, as required by state law (RCW 35A.01.040 (4)).

Exhibit C – Annexation Petition Certification dated June 21, 2022.

4. A copy of the State Environmental Policy Act (SEPA) Determination and current SEPA checklist with adequate explanations to answers, including Section D, Government Non- project Actions, when applicable, or Environmental Impact Statement (EIS) if prepared.(Not required for city annexations, which are exempt from SEPA)

Exhibit D – Completed SEPA Checklist

Exhibit E – Determination of Non-significance

Exhibit F – Agency Distribution List for the SEPA checklist review

5. The legal description of the boundaries of the area involved in the proposed action. This must be legible, on a separate page from any other document, and in a form capable of reproduction by standard photocopiers.

Exhibit G – Legal Description

B. Maps:

1. Two copies or sets of King County Assessor's maps (only two rather than six copies in case of assessor's maps) on which the boundary of the area involved in the proposal must be clearly indicated.

Exhibit H – Assessor's Map of Northwest Quarter of Section 27, Township 24, Range 6

2. Vicinity map(s) no larger than 8 1/2 x 11 inches displaying:
 - a. The boundary of the area involved in the proposal.
 - b. The entity corporate limits in relationship to the proposal.
 - i. Major physical features such as bodies of water, major streets and highways.
 - ii. The boundaries of all cities or special purpose districts (to include, if applicable, any water, sewer, fire, school, hospital or library district) having jurisdiction in or near the proposal. Include all utility districts whose comprehensive plans include all or any part of the proposal, even if only in a planning area.
 - c. Surrounding streets must be clearly identified and labeled.
 - d. County and municipal urban growth area boundaries established or proposed under the Growth Management Act (GMA).
 - e. If a boundary service agreement has been formalized between two or more jurisdictions, that service line should be shown with the appropriate entity noted in each service area.

The sewer service boundary is based upon an Interlocal Agreement with the City of Issaquah.

- f. Tax lot(s) that will be divided by the proposed boundaries should be shown on an attached detailed map.

Not Applicable.

Vicinity Maps showing District Corporate Limits, Proposed Annexation area and:

Exhibit I – City Boundaries

Exhibit J – Water Districts and other Class A Purveyors Future Service Areas

Exhibit K – Sewer Districts and Urban Growth Boundary

Exhibit L – Fire Districts

Exhibit M – School Districts

Exhibit N – Hospital Districts

Exhibit O – Library Districts

3. A map of the current corporate limits of the filing entity upon which the proposal has been delineated.

Exhibit P – Vicinity Map with only Corporate Limits and Annexation Proposal area.

III. EVALUATION CRITERIA

Entities should respond to the following elements regarding this proposal with sufficient information to permit appropriate responses to the Board from staff of either the King County Council or King County Executive. These elements relate to the factors the Board must consider as outlined in RCW 36.93.170 (attached).

A. Overview

1. Population of proposal; what percentage is that to existing entity?

Within the proposed annexation area, the area is not zoned residential but there are two dwelling units within the proposed annexation so the population of the area affected by the proposed action is estimated to be between one and ten persons. The District as a whole has a population estimated in excess of 65,000, so the percentage of the District impacted by the action is close to 0%.

2. Territory (number of acres)

The area of the territory proposed for annexation is approximately 12 acres (about 0.02 square miles). The existing District sewer service area is approximately 20 square miles.

Population density

Using the highest population estimate of ten persons, the population density could be estimated at approximately 0.83 persons per acre.

3. Assessed valuation

Based on King County Assessor information for 2021, the assessed valuation of the land and improvements within the proposed annexation area is \$14,515,200. The total assessed valuation of land and improvements within the District's corporate limits is in excess of \$19 billion.

B. Land Use

1. Existing: *The existing use is community facilities and commercial.*
2. Proposed: immediate or long-range

The proposed action will not change the land use, which is zoned for both community facilities – facilities and intensive commercial. The annexation area is incorporated within the City of Issaquah boundaries.

C. State Growth Management Act

1. Is the proposed action in conformance with the Growth Management Act (GMA)? What specific policies apply to this proposal?

The proposed action is in conformance with the GMA. Specific GMA goals, as stated in RCW 36.70A.020, that apply to this annexation include:

- (1) *Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*

The sewer service annexation reflects decisions made between adjacent sewer purveyors for efficient provision of sewer service.

- (5) *Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*

As the area is zoned as intensive commercial, having sewer facilities available promotes the ability to fully utilize the zoning.

- (10) *Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.*

Public sewers would allow for the potential abandonment of septic systems that are in close proximity to a public groundwater supply.

- (11) *Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*

The annexation is supported by a petition of the property owners greater than 60% of the territory included within the annexation area.

- (12) *Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.*

The NE 1st & Juniper Area Sewer Annexation area allows for provision of sewer service from SPWSD based upon agreement with the City of Issaquah. Studies conducted by the District and City concluded the District the most logical service provider for sewer service.

2. King County Comprehensive Plan/Ordinances

- a) How does County planning under the Growth Management Act (GMA) relate to this proposal?

County planning under the GMA relates to this proposal at the Countywide level through the Countywide Planning and Comprehensive Plan polices (see answers to following sections), and for Functional level through the Regional Wastewater Services Plan, which includes provisions for disposal of sewage collected by the District.

- b) What King County Comprehensive Plan policies specifically support this proposal?

Note: Notices of Intention for Municipal actions should reference, at a minimum, relevant policies from the following King County Comprehensive Plan Chapters: Chapter 1 - Regional Planning; Chapter 2 - Urban Communities (Section I; Section II); Chapter 7 - Utilities and Facilities.

Notices of Intention for Special Purpose District actions should reference, at a minimum, relevant policies from the following King County Comprehensive Plan Chapters: Chapter 1 - Regional Planning; Chapter 2 - Urban Communities (Section I; Section II); Chapter 7 - Utilities and Facilities.

The following King County Comprehensive Plan, 2016 Comprehensive Plan – updated July 24, 2020, policies specifically support this proposal:

RP-101 King County shall strive to provide a high quality of life for all of its residents by working with cities, special purpose districts and residents to develop attractive, safe and accessible communities at appropriate urban and rural service levels; retain rural character and rural neighborhoods; support economic development; promote equity and social justice; preserve and maintain resource and open space lands; preserve the natural environment; and protect significant cultural and historic resources.

RP-104 King County's planning should include multicounty, countywide, and subarea levels of planning. Working with residents, special purpose districts and cities as planning partners, the county shall strive to balance the differing needs identified across or within plans at these geographic levels.

RP-119 King County shall prepare functional plans to identify countywide facility and service needs and define ways to fund these consistent with the King County Comprehensive Plan. Independent special purpose districts and other public agencies also prepare functional plans that should be considered by King County.

F-101 King County, the cities, special purpose districts or local service providers shall plan as partners. King County's planning will focus on unclaimed urban unincorporated areas and cities' Potential Annexation Areas.

F-204 King County should work with the cities, special purpose districts and other service providers to define regional and local services and to determine the appropriate providers of those services.

F-256 In the Urban Growth Area, King County and sewer utilities should jointly prioritize the replacement of onsite systems that serve existing development with public sewers, based on the risk of potential failure. King County and sewer utilities should analyze public funding options for such conversion and should prepare conversion plans that will enable quick and cost-effective local response to health and pollution problems that may occur when many on-site systems fail in an area.

- c) What King County/Countywide Planning Policies specifically support this proposal?

Note: Notices of Intention for Municipal actions should reference, at a minimum, relevant policies from the following King County/Countywide Policies Chapters: Chapter II -Critical Areas; Chapter III Land Use Patterns; Chapter IV - Transportation; Chapter V Section D - Community Character and Open Space; and Chapter VII - Contiguous Orderly Development and Provision of Urban Services.

Notices of Intention for Special Purpose District actions should reference,

at a minimum, relevant policies from the following King County/Countywide Policies Chapters: Chapter II - Critical Areas; Chapter III - Land Use Patterns; and Chapter VII - Contiguous Orderly Development and Provision of Urban Services.

The 2021 King County Countywide Planning policies, Ordinance 19384, did not follow the same chapter outline as provided above in the Note. An attempt was made to identify the types of policies referenced in the Note.

Through regional planning, SPWSD and City of Issaquah identifies SPWSD as the logical service provider of sewer services to the annexation area. The following 2021 King County Countywide Planning policy, Ordinance 19384, specifically support this proposal:

PF-12 Require all development in the Urban Growth Area to be served by a public sewer system except:

a) Single-family residences on existing individual lots that have no feasible access to sewers may utilize individual septic systems on an interim basis; or

b) Development served by alternative technology that:

1) Provide equivalent performance to sewers;

2) Provide the capacity to achieve planned densities; and

3) Will not create a barrier to the extension of sewer service within the Urban Growth Area.

d) What is the adopted plan classification/zoning? (Please include number of lots permitted under this classification.)

City of Issaquah zoning identifies the annexation area as zoned for both CF-F, community facilities – facilities, and IC, intensive commercial.

e) Will city regulation(s) supplant King County regulations for the protection of sensitive areas, preservation of agricultural or other resource lands, preservation of landmarks or landmark districts, or surface water control? If so, describe the city regulations and how they compare to the County regulations.

The area is currently contained within the City of Issaquah, and Issaquah's land use policies would prevail in this annexation. No changes are anticipated in the regulations associated with the provision of sewer services by SPWSD.

D. Jurisdictional Comprehensive Plan/Franchise (Applies to Cities and to Special Purpose Districts)

1. How does the jurisdiction's planning under the Growth Management Act (GMA) relate to this proposal?

The area is designated as community facilities and commercial and is within the City of Issaquah's city limits. The proposed annexation area is adjacent to the District's sewer service area. The annexation area is not included in the District's currently adopted 2013 Wastewater Comprehensive Plan as the agreement with the City of Issaquah was made in 2017. In such agreement, SPWSD was determined to be most logical service provider for sewer service and has been providing sewer service to the area since agreement with the City was made.

The annexation area is being included in the District's future sewer service area in the Wastewater Comprehensive Plan that is currently under development.

2. Has the jurisdiction adopted a Potential Annexation Area (PAA) under the Growth Management Act? Have you negotiated PAA agreements with neighboring cities?

Not applicable

3. When was your Comprehensive Plan approved? Does this plan meet requirements set by the State of Washington? Does this plan meet requirements set by King County?

The SPWSD 2013 Wastewater Comprehensive Plan was approved by the SPWSD Board by Resolution No. 4518 on August 10, 2015. The Wastewater Comprehensive Plan was approved by the King County by Ordinance 18610 on June 15, 2015. The Department of Ecology approved the 2013 Plan by letter dated March 16, 2015. The Wastewater Comprehensive Plan is being updated starting in 2020, with completion anticipated in 2022/2023

4. Is this proposal consistent with and specifically permitted in the jurisdiction's adopted Comprehensive Plan, or will a plan amendment be required? If so, when will that amendment be completed?

Note: The proponent is required to provide written confirmation that the jurisdiction's Comprehensive Plan is current and that the Plan confirms the jurisdiction's authority to change or create new boundaries.

A proponent representing a city shall ensure that the City Comprehensive Plan is on file with the Office of the King County Executive Office of Performance, Strategy, and Budget (Karen Wolf) or shall provide a copy of the current Comprehensive Plan with the Notice of Intention.

A proponent representing a Special Purpose District shall ensure that the Special Purpose District Comprehensive Plan is on file with King County Natural Resources and Parks Department or shall provide a copy of the current Comprehensive Plan with the Notice of Intention.

The District's 2013 Wastewater Comprehensive Plan does not reflect the proposed annexation area as agreement with the City of Issaquah to be the permanent sewer service provider was not made until 2017. The District is currently updating the Wastewater Comprehensive Plan which will include the annexation area in the future sewer service boundary.

5. Is a franchise required to provide service to this area? If so, is the area included within your current franchise?

The annexation area is completely within the City of Issaquah. The District does not have a franchise with the City, and there is no current franchise proposed for this area. However, the District does obtain Street Use Permits from the City of Issaquah for work in the City Right-of-Way.

6. Has this area been the subject of an Interlocal Agreement? If so, please enclose assigned copy of the agreement.

Yes – **Exhibit Q**

7. Has this area been the subject of a pre-Annexation Zoning Agreement? If so, please enclose a signed copy of the agreement.

No.

8. What is the proposed land use designation in your adopted Comprehensive Plan? When were your proposed zoning regulations adopted?

According to City of Issaquah zoning, the land use designation of the proposed annexation area is community facilities and intensive commercial. The area is currently within the City of Issaquah boundaries and the land use designation is set through the City of Issaquah Comprehensive Plan.

E. Revenues/Expenditures Planning Data (please respond to only those questions which are relevant to the proposal.)

1. Estimate City expenditures

The area will be located in the City of Issaquah. The SPWSD Annexation action will not impact City expenditures.

2. Estimate City revenues to be gained

The area will be located in the City of Issaquah. The SPWSD Annexation action will not impact City revenues.

3. Estimate County revenues lost

The SPWSD Annexation action will not impact County revenues.

4. Estimate County expenditure reduction

The SPWSD Annexation action will not impact County expenditures.

5. Estimate fire district revenue lost

None. The City of Issaquah contracts with Eastside Fire and Rescue for fire services in this area, and the area will remain within contracted service area of Eastside Fire and Rescue.

6. Estimate fire district expenditure reduction

None. The City of Issaquah contracts with Eastside Fire and Rescue for fire services in this area, and the area will remain within contracted service area of Eastside Fire and Rescue.

F. Services

State whether the territory that is the subject of this action is presently within the service area of any other political subdivision or presently being served by any other political subdivision?

The proposed annexation area is within the City of Issaquah incorporated area. Based on the 2017 interlocal agreement, the District has been identified as the proposed permanent provider of sewer service to this area. The District already provides sewer service to a portion of the annexation area.

If so, please identify the other political subdivision. Please provide written documentation confirming that:

- Notification of the proposed annexation, assumption, merger or other action has been provided to that political subdivision;

*The City of Issaquah has considered the change in sewer purveyor. The following supporting document is attached as **Exhibit Q**:*

- *Interlocal Agreement for District Provision of Sewer Service entered in 2017.*
- The other subdivision has completed action to approve/consent or deny approval/consent for the withdrawal of this territory;
*The City of Issaquah approved the change in sewer purveyor through the Interlocal Agreement (**Exhibit Q**).*
- Transfer of territory has been accomplished in accord with applicable state law (e.g., RCW36.93, RCW 35A.14, RCW 35.14).

The annexation action is being pursued through the Boundary Review Board.

State whether the proposed action would result in a change in any of the following services. If so, provide the following detailed information both on current service and on service following the proposed action, in order to allow for comparison. If there would be no change, name current service providers.

1. Water

- a) Directly or by contract?

Water service in the annexation area is provided by direct service from the City of Issaquah.

- b) Storage location(s), capacity?

The annexation area is provided from storage tanks owned and operated by the City of Issaquah.

- c) Mains to serve the area (diameter; location)

The annexation area is provided from mains owned and operated by the City of Issaquah.

- d) Pressure station location and measured flow

The annexation area is provided from facilities owned and operated by the City of Issaquah.

- e) Capacity available?

Water service in the annexation area is already provided from the City of Issaquah.

- f) Water source (wells, Seattle, etc.)

Water service in the annexation area is already provided from the City of Issaquah and the water supply source is from Cascade Water Alliance's regional supply.

- g) Financing of proposed service (LID, ULID, Developer Extension, etc.)

Not applicable.

2. Sewer Service

- a) Directly or by contract?

Sewer service to the annexation area is currently provided by direct service from SPWSD.

- b) Mains to service the area (diameter; location)

There are eight inch diameter gravity collection mains currently serving the Annexation area along 1st Ave NE and along parcel 8843500121. Also along

the southern border of parcel of the 2224069012 that goes into parcel 8843500150. Additional sewer facilities will be required to provide service to the entire annexation area.

- c) Gravity or Lift Station required?

The existing sewer within the annexation area utilizes a gravity collection system.

- d) Disposal (Metro; city or district treatment plant)?

The SPWSD sends all sewage collected by the SPWSD to the King County regional system, for treatment by King County.

- e) Capacity available?

The SPWSD currently has sewer capacity available to provide service to the properties included within the annexation area, at their current zoning.

3. Fire service

- a) Directly or by contract?

Fire service will not change as a result of the annexation. The City of Issaquah contracts with Eastside Fire and Rescue for the provision of fire services in this area.

- b) Nearest station(s)

- c) Response time?

- d) Are they fully manned? How many part time and full time personnel?

- e) Major equipment at station location (including type and number of emergency vehicles)?

- f) How many fully certified EMT/D-Fib personnel do you have?

- g) What fire rating applies?

- h) Source of dispatch?

G. General

1. In case of extensions of services, has an annexation agreement been required? If so, please attach a recorded copy of this agreement.

*Properties within the annexation area obtaining new direct sewer service from the District or requiring new or upgraded septic systems are required to execute an agreement including no-protest for annexation. Three properties within the annexation area have such agreements included as **Exhibits R-1, R-2, and R-3.***

2. Describe the topography and natural boundaries of the proposal.

The annexation area is generally flat, but there are steep slopes, approximately 45%, that are limited to the western 50 to 70 feet of the annexation area. The North boundary of the annexation area is adjacent to the current sewer service area of SPWSD.

3. How much growth has been projected for this area during the next ten (10) year period? What source is the basis for this projection?

No additional growth is projected at this time during the next ten year period.

4. Describe any other municipal or community services relevant to this proposal.

Two properties within the annexation area are owned by SPWSD and is the site of the District's Well 9. The proposed annexation does not impact the District's facility.

5. Describe briefly any delay in implementing service delivery to the area.
None.
6. Briefly state your evaluation of the present adequacy, cost, or rates of service to the area and how you see future needs and costs increasing. Is there any other alternative source available for such service(s)?
*SPWSD currently provides sewer service to a portion of the annexation area.
If the District were not able to continue to provide sewer service, the City of Issaquah could provide sewer service but this would require additional sewer infrastructure to serve the annexation area.*

III. FACTORS and OBJECTIVES

Please evaluate this proposal based upon the factors listed in RCW 36.93.170 and based upon objectives listed in RCW 36.93.180. Describe and discuss the ways in which your proposal is related to and supports (or conflicts with) each of these factors and objectives.

RCW 36.93.170 – Factors to be considered by board – Incorporation proceedings exempt from state environmental policy act

(1) Population and territory; population density; land area and land uses; comprehensive plans and zoning, as adopted under chapter 35.63, 35A.63, or 36.70 RCW; comprehensive plans and development regulations adopted under chapter 36.70A RCW; applicable service agreements entered into under chapter 36.115 or 39.34 RCW; applicable interlocal annexation agreements between a county and its cities; per capita assessed valuation; topography, natural boundaries and drainage basins, proximity to other populated areas; the existence and preservation of prime agricultural soils and productive agricultural uses; the likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next ten years; location and most desirable future location of community facilities;

Within the annexation area, the City of Issaquah zoning identifies the area as community facilities and intensive commercial. Provision of sewer service from the SPWSD will not alter the zoning or comprehensive plan use designation. The annexation to the SPWSD will not impact the growth projections of adjacent areas or the potential location of community facilities.

(2) Municipal services; need for municipal services; effect of ordinances, governmental codes, regulations and resolutions on existing uses; present cost and adequacy of governmental services and controls in area; prospects of governmental services from other sources; probable future needs for such services and controls; probable effect of proposal or alternative on cost and adequacy of services and controls in area and adjacent area; the effect on the finances, debt structure, and contractual obligations and rights of all affected governmental units; and

The annexation will continue provision of sewer service to the area from SPWSD. The provision of sewer service from SPWSD should not impact the other governmental units providing services to this area.

(3) The effect of the proposal or alternative on adjacent areas, on mutual economic and social interests, and on the local governmental structure of the county.

The annexation will not impact mutual economic or social interests of the adjacent areas or the local government structure. The continued provision of sewer service from SPWSD will not change the local government land use agency or land use proposals.

RCW 36.93.180 – Objectives of boundary review board.

- (1) Preservation of natural neighborhoods and communities;

The annexation will not change any natural neighborhood or community boundary.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

The annexation boundary is not based on any physical boundaries.

- (3) Creation and preservation of logical service areas;

The annexation area is within the City of Issaquah's incorporated area. However, based upon the location of SPWSD's existing sewer facilities, the District provided sewer service to one property within the annexation area on a temporary basis. Then the City and the District underwent studies to determine which agency is the most logical service provider to the area. The study found the District be the logical sewer service provider, so the City and the District entered into an interlocal agreement to change the sewer boundaries. So the annexation area is based on continuity of service rather than physical boundaries.

- (4) Prevention of abnormally irregular boundaries;

The annexation area is adjacent to the District's current SPWSD Corporate Limits and will not result in irregular boundaries.

- (5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Not applicable.

- (6) Dissolution of inactive special purpose districts;

The SPWSD will remain an active special purpose district.

- (7) Adjustment of impractical boundaries;

Not applicable.

- (8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Not applicable.

- (9) Protection of agricultural and rural lands which are designated for long term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

All of the property included in the annexation area has a community facility or commercial land use designation.

EXHIBIT A

RESOLUTION 5113

OF THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
ENTERTAINING A PETITION FOR THE ANNEXATION OF TERRITORY KNOWN AS
NE 1ST & JUNIPER AREA SEWER ANNEXATION
TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
AND FIXING A DATE FOR A PUBLIC HEARING

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 5113

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, ENTERTAINING A PETITION FOR THE ANNEXATION OF A TERRITORY KNOWN AS THE **NE 1ST & JUNIPER AREA SEWER ANNEXATION** AND FIXING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING.

WHEREAS, a petition ("Petition") for the annexation of territory to the Sammamish Plateau Water and Sewer District ("District"), for the provision of sewer service to the specific area described in Exhibit "A" hereto, has been filed with the District Board of Commissioners and is referred to as the "NE 1st & Juniper Area Sewer Annexation"; and

WHEREAS, within the territory for which annexation is petitioned, the area for which sewer service is proposed is contiguous to the District's current boundary; and

WHEREAS, the Petition is signed by the owners of not less than sixty percent (60%) of the territory of land for which annexation is petitioned; and

WHEREAS, it appears that the Petition complies with the provisions of Chapter 57.24 RCW, and that a public hearing thereon should be held in the manner provided by law; and

WHEREAS, the District has undertaken compliance with Chapter 43.21C RCW and, upon review of the Environmental Checklist, the District Manager, who is the District responsible official under SEPA, has prepared a proposed Declaration of Non-Significance for said withdrawal; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The Petition for the annexation to the District of a territory of land situated in King County, Washington, described in Exhibit "A" and as shown per vicinity map marked Exhibit "B" attached hereto and both by the reference incorporated herein in full, complies with the requirements of RCW 57.24.

2. The territory sought to be annexed is contiguous to the District corporate boundary as shown per vicinity map marked Exhibit "B" attached hereto. The Petition is in writing, filed with the Board of said District and signed by owners according to the records of King County Records, Elections and Licensing Services Division and signed by not less than sixty percent (60%) of the territory for which annexation is petitioned, and the Petition sets forth a description of the property sought

to be annexed to for sewer service according to government legal subdivisions of legal plats, and is accompanied by a map which outlines the property sought to be annexed.

3. The Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, hereby accepts and will consider the Petition.

4. A Public Hearing on the Petition shall be held on July 25, 2022 commencing at the hour of 5:00 p.m., or as soon thereafter as can be heard. The Public Hearing will be held both in-person at the District Office located at 1510 228th Ave SE, Sammamish, WA 98075 and virtually using the Zoom meeting platform.

5. Notice of the Public Hearing shall be given in the manner provided by law. At that Public Hearing, the District Board of Commissioners shall determine whether the territory should be annexed to the District subject, however, to the review, approval, disapproval or modification by the Washington State Boundary Review Board of King County and the King County Council.

ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 27th day of June, 2022.

**Individual Commissioner's
Vote on this Resolution:**

Approved:	<input checked="" type="checkbox"/>	_____
Opposed:		_____
Abstained:		_____
Absent:		_____
Approved:	<input checked="" type="checkbox"/>	_____
Opposed:		_____
Abstained:		_____
Absent:		_____
Approved:	<input checked="" type="checkbox"/>	_____
Opposed:		_____
Abstained:		_____
Absent:		_____
Approved:	<input checked="" type="checkbox"/>	_____
Opposed:		_____
Abstained:		_____
Absent:		_____


Ryika Hooshangi (Jun 27, 2022 16:02 PDT)

 Ryika Hooshangi, President and Commissioner



 Lloyd Warren, Vice President and Commissioner


Mary Shustov (Jun 27, 2022 18:57 PDT)

 Mary Shustov, Secretary and Commissioner



 Tom Harman, Commissioner



 Nav Otal, Commissioner

EXHIBIT A

NE 1ST & JUNIPER AREA SEWER ANNEXATION
LEGAL DESCRIPTION AND DEPICTION

**SAMMAMISH PLATEAU WATER
AND SEWER DISTRICT**

**SEWER ANNEXATION
NE 1ST & JUNIPER AREA (WELL 9)**

MARCH 7TH, 2022

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH,
RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE INTERSECTION OF THE
NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST (JORDAN AVE) WITH THE EASTERLY
RIGHT OF WAY MARGIN OF 3RD AVE NE (ALDER ST) AS SHOWN ON HERBERT S. UPPER'S
FIRST ADDITION TO ISSAQUAH ACCORDING TO THE PLAT THEREOF AS RECORDED IN
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RIGHT OF WAY MARGIN OF NE LOCUST ST; THENCE EASTERLY ALONG SAID EXTENSION TO
THE POINT OF BEGINNING.

CONTAINING 12 ACRES, MORE OR LESS.

WRITTEN BY: VVB
CHECKED BY: CPC



03/07/22

NW 1/4 SEC. 27, TWP. 24N., RGE. 6E



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



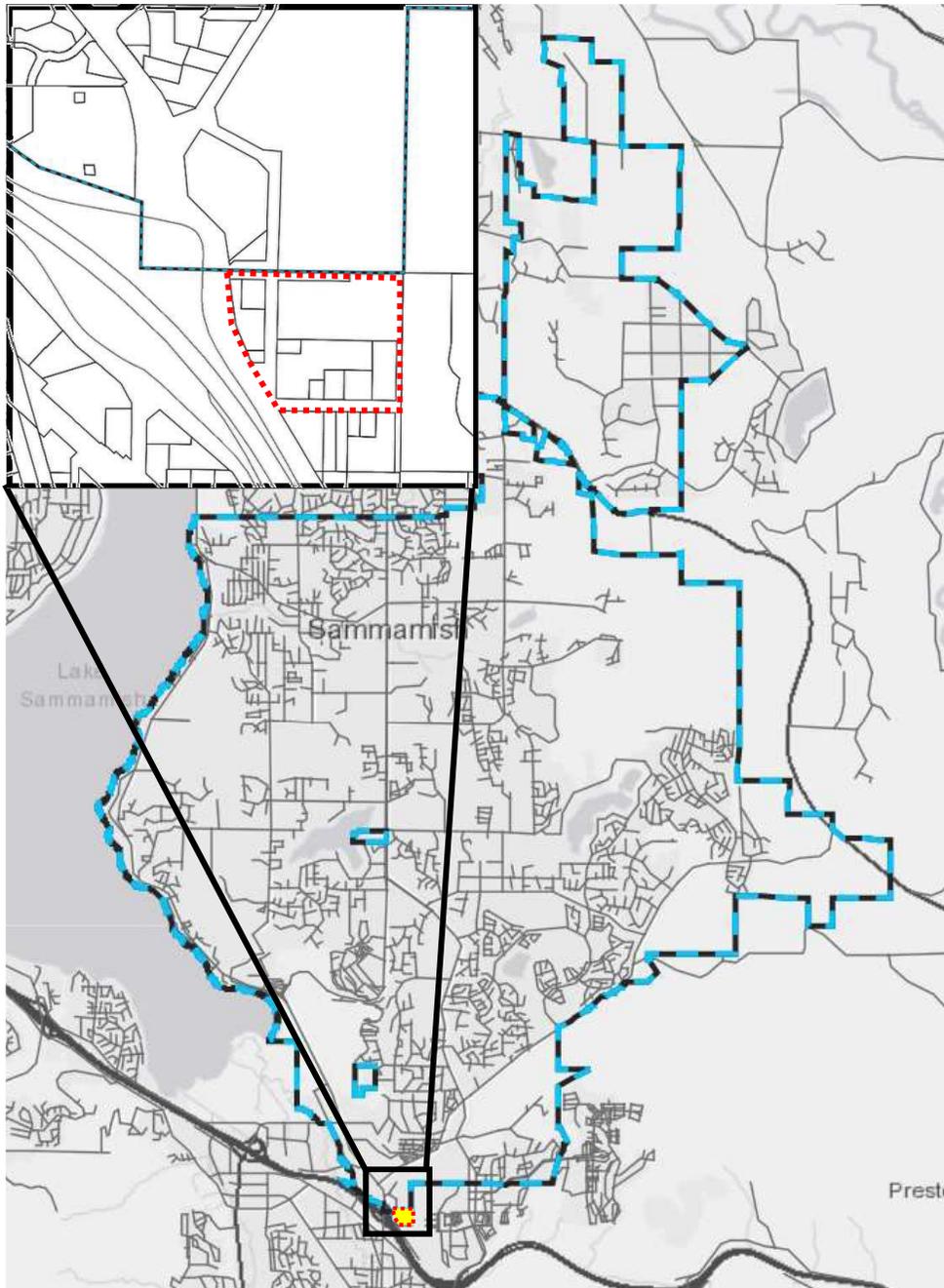
**DAVID EVANS
AND ASSOCIATES INC.**
20300 Woodinville Snohomish Rd NE
Suite A - Woodinville, WA 98072
Phone: 425.415.2000

EXHIBIT B

NE 1ST & JUNIPER AREA SEWER ANNEXATION
VICINITY MAP

Juniper Sewer Annexation

NE 1ST & JUNIPER AREA (SEWER)



LEGEND	
District Corporate Boundary	
Territory to be Annexed	

SECRETARY'S CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Secretary of the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington (the "District"), and keeper of the records of the Board of Commissioners (herein called the "Board") DO HEREBY CERTIFY:

1. That the attached is a true and correct copy of Resolution No. 5113 (herein called the "Resolution") of the Board as finally adopted at a regular meeting of the Board held on the 27th day of June, 2022, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of July, 2022.

By 
Mary Shustov (Jul 25, 2022 18:25 PDT)

Mary Shustov
Secretary of the Board

EXHIBIT B

RESOLUTION 5118

OF THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
TO ANNEX A TERRITORY FOR SEWER SERVICE KNOWN AS

NE 1ST & JUNIPER AREA SEWER ANNEXATION

TO THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

SUBJECT TO THE REVIEW, APPROVAL, DISAPPROVAL OR MODIFICATION BY
THE KING COUNTY BOUNDARY REVIEW BOARD AND THE KING COUNTY
COUNCIL

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 5118

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, STATING ITS INTENT TO ANNEX A TERRITORY FOR SEWER SERVICE GENERALLY REFERRED TO AS **NE 1ST & JUNIPER AREA SEWER ANNEXATION**, SUBJECT TO THE REVIEW, APPROVAL, DISAPPROVAL OR MODIFICATION BY THE KING COUNTY BOUNDARY REVIEW BOARD AND THE KING COUNTY COUNCIL.

WHEREAS, a petition (“Petition”) for the annexation of territory to the Sammamish Plateau Water and Sewer District (“District”), for the provision of sewer service to the specific areas described in Exhibit “A” hereto and incorporated herein by this reference, has been filed with the District Board of Commissioners and is referred to as the “NE 1st & Juniper Area Sewer Annexation”; and

WHEREAS, the District Board of Commissioners adopted Resolution No. 5113 on June 27, 2022, which described the areas of land sought to be annexed to the District for sewer service and which determined that the petition for annexation complies with the requirements of law as provided to the satisfaction of the Board of Commissioners, to wit:

1. The Petition complies with the provisions of Chapter 57.24 RCW.
2. The territory sought to be annexed is contiguous to the District’s corporate boundary.
3. The petition was in writing, filed with the District Board of Commissioners, was signed by the owners, according to the records of the King County Department of Assessment of not less than sixty percent (60%) of the property sought to be annexed, according to government legal subdivisions and legal plats, and was accompanied by a map which outlines the territory sought to be annexed; and

WHEREAS, the District Board of Commissioners accepted and entertained said petition and, pursuant to Resolution No. 5113, fixed the date of hearing on said proposed annexation at 5:00 P.M., July 25, 2022, at the Sammamish Plateau Water and Sewer District Offices located at 1510 - 228th Avenue SE, Sammamish, WA 98075 and virtually using the Zoom meeting platform, with the purpose of said hearing being to receive public comment whether the said territory should be annexed to the District all subject, however, to the approval, disapproval or modification by the King County Boundary Review Board and King County Council; and

WHEREAS, said notice of hearing was published in the Seattle Times on July 11, 2022 and July 18, 2022, and copies of said notice were posted in three or more public places within the area proposed for annexation on July 5, 2022; and

WHEREAS, the Seattle Times is a newspaper of general circulation in the territory proposed to be annexed; and

WHEREAS, a public hearing was conducted at the time and place stated in said notice and all interested persons were given an opportunity to appear and voice approval or disapproval of the annexation of the territory; and

WHEREAS, the Board of Commissioners concluded, after holding the public hearing, that annexation of the territory to the District's sewer service area would be in the best interest of the District and that the property within the subject annexation territory would also benefit from annexation; now therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

1. The recitals set forth above are hereby fully incorporated herein by this reference.
2. The Board of Commissioners hereby affirms its intention to annex the territory described in Exhibit "A" hereto to the District with the areas sewer service therein described, with such annexation subject to review, approval, disapproval or modification by the Washington State Boundary Review Board for King County and the King County Council.
4. The Board of Commissioner's Notice of Intention shall be filed with said Boundary Review Board and the King County Council as provided by law.
5. That the District shall secure all governmental approvals as necessary to complete said annexation and the approval to provide sewer service within the annexation territory in conformance with the District's Wastewater Comprehensive Plan and adopted policies.

CONTINUES ON NEXT PAGE

ADOPTED by the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington, at a regular open public meeting held on the 25th day of July, 2022.

**Individual Commissioner's
Vote on this Resolution:**

Approved: _____
Opposed: _____
Abstained: _____
Absent: _____


Ryika Hooshangi (Jul 25, 2022 17:42 PDT)

Ryika Hooshangi, President and Commissioner



Lloyd Warren, Vice President and Commissioner


Mary Shustov (Jul 25, 2022 18:22 PDT)

Mary Shustov, Secretary and Commissioner



Tom Harman, Commissioner



Nav Otal, Commissioner

EXHIBIT A
LEGAL DESCRIPTION & DEPICTION

**SAMMAMISH PLATEAU WATER
AND SEWER DISTRICT**

**SEWER ANNEXATION
NE 1ST & JUNIPER AREA (WELL 9)**

MARCH 7TH, 2022

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH,
RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE INTERSECTION OF THE
NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST (JORDAN AVE) WITH THE EASTERLY
RIGHT OF WAY MARGIN OF 3RD AVE NE (ALDER ST) AS SHOWN ON HERBERT S. UPPER'S
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WRITTEN BY: VVB
CHECKED BY: CPC



03/07/22



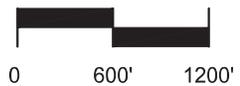
**DAVID EVANS
AND ASSOCIATES INC.**

Page 1 of 1

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p: 425.415.2000
f: 425.486.5059
deainc.com

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NW 1/4 SEC. 27, TWP. 24N., RGE. 6E



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



**DAVID EVANS
AND ASSOCIATES INC.**

20300 Woodinville Snohomish Rd NE
Suite A - Woodinville, WA 98072
Phone: 425.415.2000

SECRETARY'S CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Secretary of the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington (the "District"), and keeper of the records of the Board of Commissioners (herein called the "Board") DO HEREBY CERTIFY:

1. That the attached is a true and correct copy of Resolution No. 5118 (herein called the "Resolution") of the Board as finally adopted at a regular meeting of the Board held on the 25th day of July, 2022, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of July, 2022.

By 
Mary Shustov (Jul 25, 2022 18:28 PDT)

Mary Shustov
Secretary of the Board

EXHIBIT C

ANNEXATION PETITION CERTIFICATION
FROM THE
KING COUNTY DEPARTMENT OF ASSESSMENTS

King County

Department of Assessments

Accounting Division

201 S. Jackson Street, KSC-AS-0708
Seattle, WA 98104

(206) 263-2381 FAX (206) 296-0106

Email: assessor.info@kingcounty.gov

<http://www.kingcounty.gov/assessor/>

John Wilson

Assessor

ANNEXATION PETITION CERTIFICATION

THIS IS TO CERTIFY that the petition submitted June 13, 2022, to the King County Department of Assessments by Marissa Huntly, MPA, Executive Assistant, Sammamish Plateau Water, supporting the annexation NE 1st & Juniper Sewer to Sammamish Plateau Water & Sewer District, of the properties described as the NE 1st & Juniper Annexation, has been examined, the property taxpayers, tax parcel numbers, and assessed values of each property listed thereon carefully compared with the King County tax roll records, and as a result of such examination, found to be sufficient under the provisions of the Revised Code of Washington, Section 35A.01.040.

The Department of Assessments has not verified that the signatures on the petition are valid through comparison with any record of actual signatures, nor that the signatures were obtained or submitted in an appropriate time frame and this document does not certify such to be the case.

Dated this 21st day of June 2022



John Wilson, King County Assessor

EXHIBIT D

COMPLETED SEPA CHECKLIST

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable:

NE 1st and Juniper Sewer Annexation to Sammamish Plateau Water & Sewer District

2. Name of applicant:

Sammamish Plateau Water and Sewer District ("District")

3. Address and phone number of applicant and contact person:

1510 – 228th Ave SE, Sammamish, WA 98075
425-392-6256
Attn: Jay Regenstreif, Planning Engineer

4. Date checklist prepared:

February 28, 2022

5. Agency requesting checklist:

Sammamish Plateau Water & Sewer District

6. Proposed timing or schedule (including phasing, if applicable):

Sammamish Plateau Water & Sewer District Public Hearing – June 2022
Submit to King County Boundary Review Board & King County Council – 3rd Quarter 2022

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Yes, additional extension of sewer facilities into the area proposed for annexation may occur in the future. More than half of the properties in the annexation area already have sewer service available from the District.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

SEPA review and determination for the existing District Comprehensive Wastewater Plans.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

The District has a current application for a new water treatment facility located on the site of the District's Well 9. Sewer service is currently available to this site from existing sewer facilities.

10. List any government approvals or permits that will be needed for your proposal, if known.

*Notice of Intention to the Boundary Review Board
Approval of the King County Council*

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Annexation for sewer service of a twelve acre area that is adjacent to the District's current sewer service area. This area is located in the City of Issaquah, and was in the City of Issaquah sewer service area. Based on the location of existing sewer facilities, the District provided sewer service on a temporary basis to one property. In 2017, the District and City of Issaquah entered into an agreement to adjust the joint sewer service boundary between the District and City, for the District to take over the responsibility of provision of sewer service to this area.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The NE 1st and Juniper Sewer Annexation area is generally located in Issaquah, south of Locust Street, north of Juniper Street, west of 3rd Ave NE (if extended), and east of the I-90 right-of-way.

See Exhibit A – Legal Description and Exhibit B – Vicinity Map.

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other the steep slopes are limited to the western 50 to 70 feet of the annexation area.

b. What is the steepest slope on the site (approximate percent slope)?

Approximately 45 percent

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

The soil types include EvB – Everett very gravelly sandy loam, 0 to 8 percent slopes, and PITS.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

None known.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

There is no fill or grading proposed as part of this sewer annexation.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

No clearing or construction is proposed as part of this sewer annexation.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

No new impervious areas will occur as a result of the sewer annexation.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Not applicable.

2. Air [\[help\]](#)

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

No emissions will result from the sewer annexation.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Not applicable.

3. **Water** [\[help\]](#)

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There are storm drainage channels in the area. The North Fork Issaquah Creek is located approximately 250 feet north of the northwest corner of the sewer annexation area.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

The 100-year floodplain extends into the northwest corner of the sewer service annexation area. See Exhibit C for map.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable.

b. Ground Water: [\[help\]](#)

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals: . . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The sewer annexation action will not result in the discharge of waste material into the ground.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The sewer annexation will not generate runoff. There is a storm drainage system in the annexation area, discharging to the North Fork Issaquah Creek.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

The sewer annexation will not result in any waste materials entering ground or surface waters.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Not applicable.

4. **Plants** [\[help\]](#)

a. Check the types of vegetation found on the site:

deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

Orchards, vineyards or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

water plants: water lily, eelgrass, milfoil, other

other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

None.

c. List threatened and endangered species known to be on or near the site.

Not applicable.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Not applicable.

e. List all noxious weeds and invasive species known to be on or near the site.

Not applicable.

5. **Animals** [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

None known.

- c. Is the site part of a migration route? If so, explain.

The area is part of the Pacific Flyway.

- d. Proposed measures to preserve or enhance wildlife, if any:

None proposed.

- e. List any invasive animal species known to be on or near the site.

None known.

6. **Energy and Natural Resources** [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The sewer annexation does not require energy.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Not applicable.

7. **Environmental Health** [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

The sewer annexation will not result in environmental health hazards.

- 1) Describe any known or possible contamination at the site from present or past uses.

There is no known contamination in the sewer annexation area. There are businesses in the sewer annexation area that may house chemicals used in their operation that could be spilled. The District's Well 9 site also uses chemicals as part of the water treatment plant that could result in contamination.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Not applicable.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Not applicable.

- 4) Describe special emergency services that might be required.

None.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

None.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

None.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

None.

- 3) Proposed measures to reduce or control noise impacts, if any:

Not applicable.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The area currently includes private commercial businesses, a portion of the Lakeside Sand and Gravel property with support structures, the District's Well 9 site, and one single-family home. The

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No

- c. Describe any structures on the site.

The area currently includes a commercial buildings, the District's Well 9 building and single-family structures.

d. Will any structures be demolished? If so, what?

No structures will be demolished as part of the sewer annexation.

e. What is the current zoning classification of the site?

Intensive Commercial and Community Facilities - Facilities.

f. What is the current comprehensive plan designation of the site?

Urban.

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Yes. The site has been classified as an Area Susceptible to Groundwater Contamination, Critical Aquifer Recharge Area and Wellhead Protection Area. The northeast corner of the area is identified as a landslide hazard area. The northern portion of the sewer annexation area is adjacent to an area identified as subject to erosion hazard and seismic hazard.

i. Approximately how many people would reside or work in the completed project?

Not applicable.

j. Approximately how many people would the completed project displace?

None

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

None.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

None.

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any:

None.

10. Aesthetics [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The sewer annexation will not result in the addition of any new structures.

b. What views in the immediate vicinity would be altered or obstructed?

None.

c. Proposed measures to reduce or control aesthetic impacts, if any:

None.

11. Light and Glare [\[help\]](#)

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No.

c. What existing off-site sources of light or glare may affect your proposal?

None.

d. Proposed measures to reduce or control light and glare impacts, if any:

None.

12. Recreation [\[help\]](#)

a. What designated and informal recreational opportunities are in the immediate vicinity?

The Issaquah-Preston Trail runs adjacent to the western boundary of the sewer annexation area.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None.

13. Historic and cultural preservation [\[help\]](#)

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

No.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None known.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

There are no impacts anticipated with the sewer annexation.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

None.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The area included in the sewer annexation includes 1st Avenue NE and NE Juniper Street, and the area is accessed from East Lake Sammamish Pkwy SE from 229th Ave SE, SE 66th St and 230th Ave SE.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No. The nearest public transit stop is located at SE Black Nugget Road and SE 62nd St, approximately three-quarters of a mile from the sewer annexation area.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

None.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

None.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No.

- h. Proposed measures to reduce or control transportation impacts, if any:

None.

15. Public Services [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No.

b. Proposed measures to reduce or control direct impacts on public services, if any.

None.

16. Utilities [\[help\]](#)

a. Circle utilities currently available at the site:

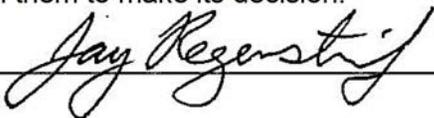
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system.
other _____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

The sewer annexation area is or will be provided sewer service by the District. There is no sewer construction project proposed as part of the sewer annexation action.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____ 

Name of signee Jay Regenstreif

Position and Agency/Organization Planning Engineer,

Sammamish Plateau Water & Sewer District

Date Submitted: March 1, 2022

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

The annexation of the area for sewer service to the District will not result in any increase in discharges. The District is currently providing sewer service to some of the properties within the annexation area. Annexation to the District provides other properties, currently using septic systems, with the potential to extend sewer service to their properties.

Proposed measures to avoid or reduce such increases are:

None.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The annexation of the area for sewer service to the District will not result in any new impacts to plants, animals, fish or marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

None.

3. How would the proposal be likely to deplete energy or natural resources?

The annexation of the area for sewer service to the District will not cause any additional depletion of energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

None

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The annexation of the area for sewer service to the District will not cause any additional impacts to environmentally sensitive areas.

Proposed measures to protect such resources or to avoid or reduce impacts are:

None.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The annexation of the area for sewer service to the District will not affect land or shoreline use. The annexation clarifies the provider of sewer service to the area as it is used currently or redeveloped.

Proposed measures to avoid or reduce shoreline and land use impacts are:

None.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The annexation of the area for sewer service to the District will not increase demands on transportation or public services. The annexation clarifies the provider of sewer service to the area as it is used currently or redeveloped.

Proposed measures to reduce or respond to such demand(s) are:

None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

None known.

EXHIBIT A
LEGAL DESCRIPTION

**SAMMAMISH PLATEAU WATER
AND SEWER DISTRICT**

SEWER ANNEXATION
NE 1ST & JUNIPER AREA (WELL 9)

MARCH 7TH, 2022

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH,
RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE INTERSECTION OF THE
NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST (JORDAN AVE) WITH THE EASTERLY
RIGHT OF WAY MARGIN OF 3RD AVE NE (ALDER ST) AS SHOWN ON HERBERT S. UPPER'S
FIRST ADDITION TO ISSAQUAH ACCORDING TO THE PLAT THEREOF AS RECORDED IN
VOLUME 12 OF PLATS, PAGE 13; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF
WAY MARGIN TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY EXTENSION
OF THE SOUTHERLY RIGHT OF WAY MARGIN OF NE JUNIPER STREET (MELROSE AVE);
THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN TO THE
NORTHEASTERLY RIGHT OF WAY MARGIN OF SR 90; THENCE NORTHWESTERLY ALONG
THE NORTHEASTERLY RIGHT OF WAY MARGIN TO THE SOUTHWESTERLY CORNER OF THE
SOUTH 60 FEET OF THE NORTH 120 FEET LESS ROADS, LOT 5, BLOCK 4, HERBERT S.
UPPER'S FIRST ADDITION TO ISSAQUAH; THENCE NORTHWESTERLY ALONG THE WEST
LINE THEREOF AND THE WEST LINE OF PARCEL C OF IS LLA 16-00005 RECORDED UNDER
RECORDING NUMBER 20160726900008 TO THE INTERSECTION OF THE NORTHWESTERLY
EXTENSION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE NORTHERLY
RIGHT OF WAY MARGIN OF NE LOCUST ST; THENCE EASTERLY ALONG SAID EXTENSION TO
THE POINT OF BEGINNING.

CONTAINING 12 ACRES, MORE OR LESS.

WRITTEN BY: VVB
CHECKED BY: CPC



03/07/22



DAVID EVANS
AND ASSOCIATES INC.

Page 1 of 1

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deainc.com

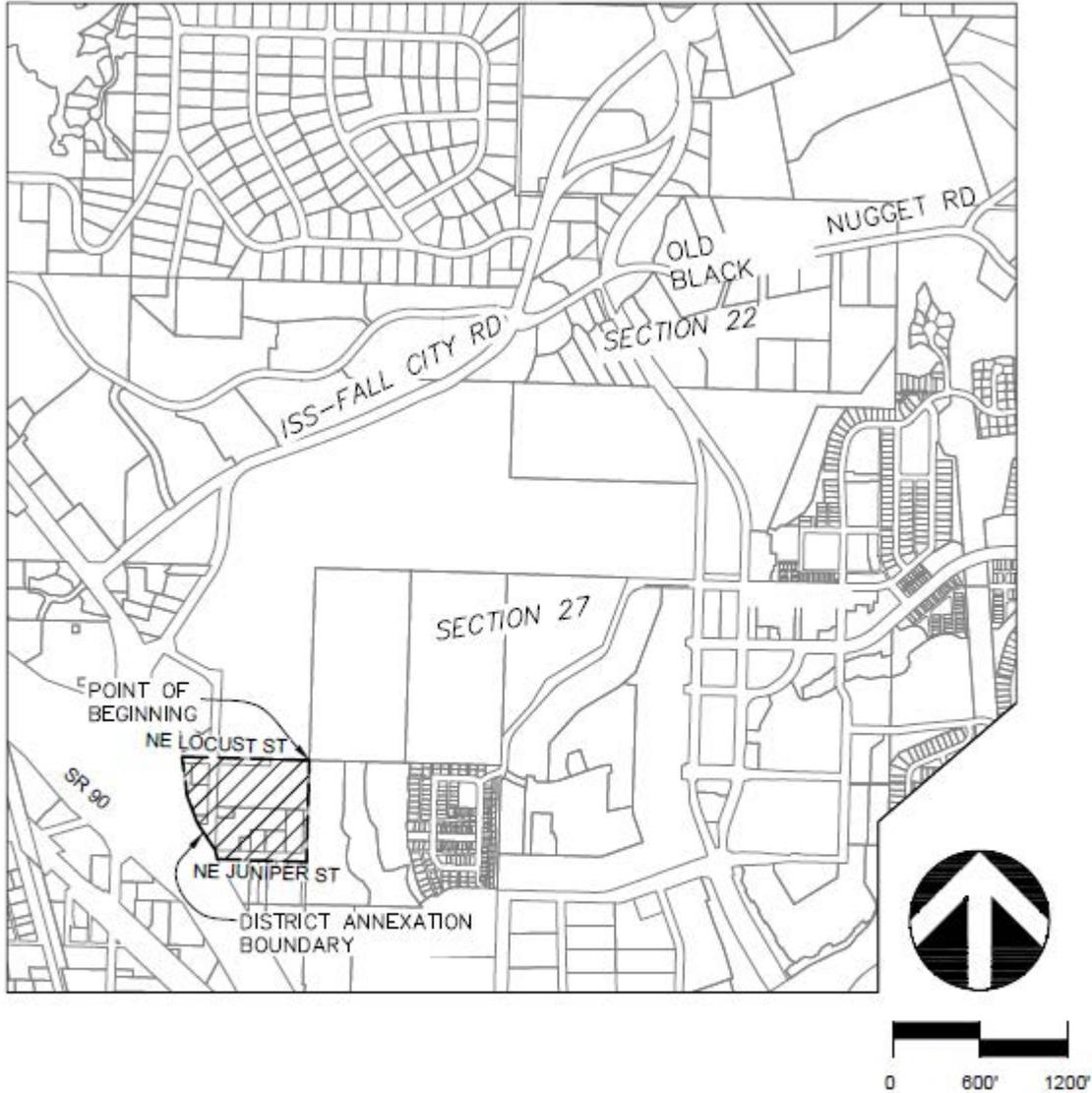
amm0000162\0600info\sv\0699survey\legaldescriptions\preliminary\annex sewer ne1st juniper lgl.docx

EXHIBIT A
LEGAL DESCRIPTION - CONTINUED

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
SEWER ANNEXATION NE 1ST & JUNIPER AREA (WELL 9)

JOB # SAMM00000162
MARCH 7, 2022

NW 1/4 SEC. 27, TWP. 24N., RGE. 6E



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



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AND ASSOCIATES INC.**
20300 Woodinville Snohomish Rd NE
Suite A - Woodinville, WA 98072
Phone: 425.415.2000

SV-BD-SAMM0162.dwg

**EXHIBIT B
VICINITY MAP & DEPICTION OF DE-ANNEXATION TERRITORY**

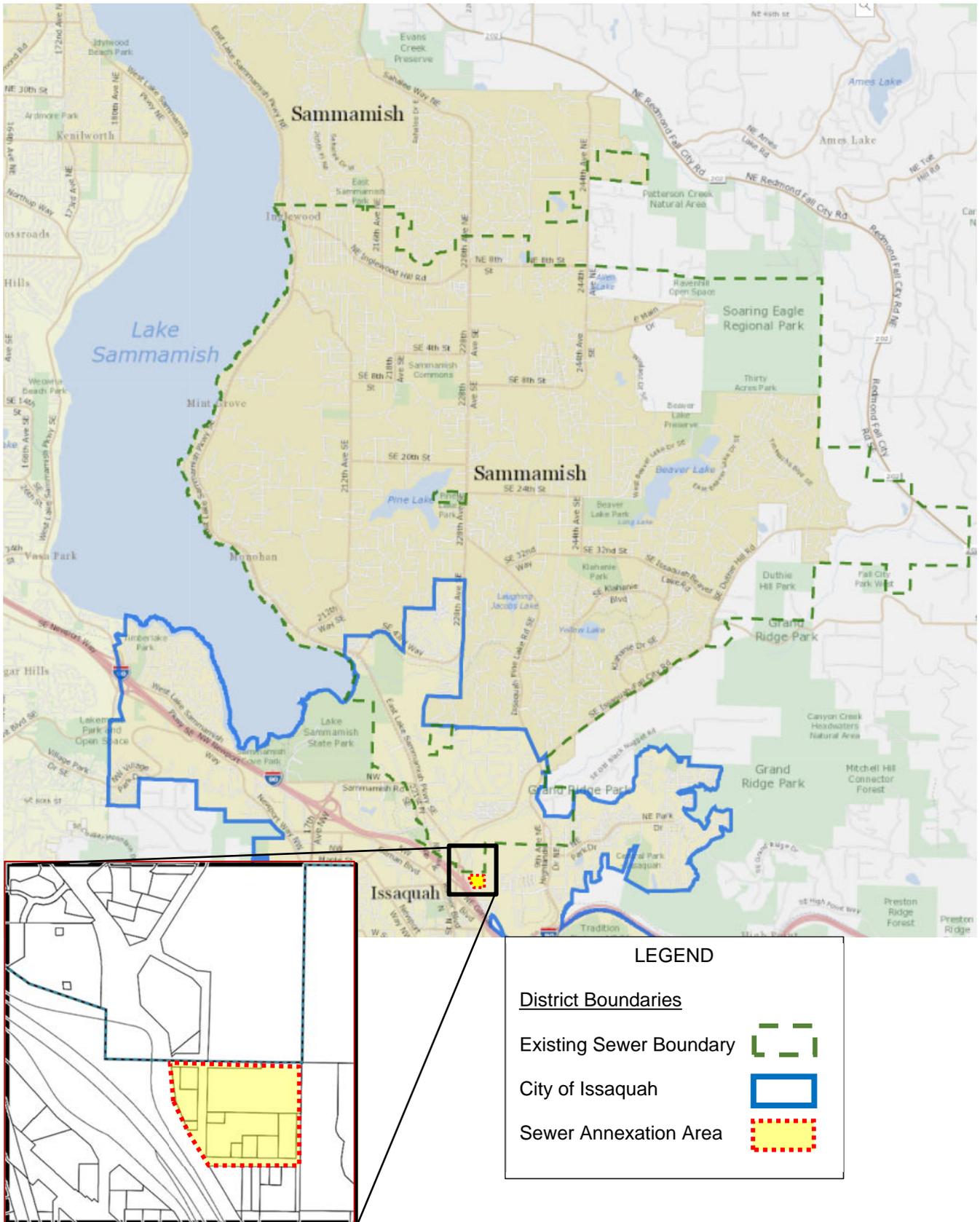
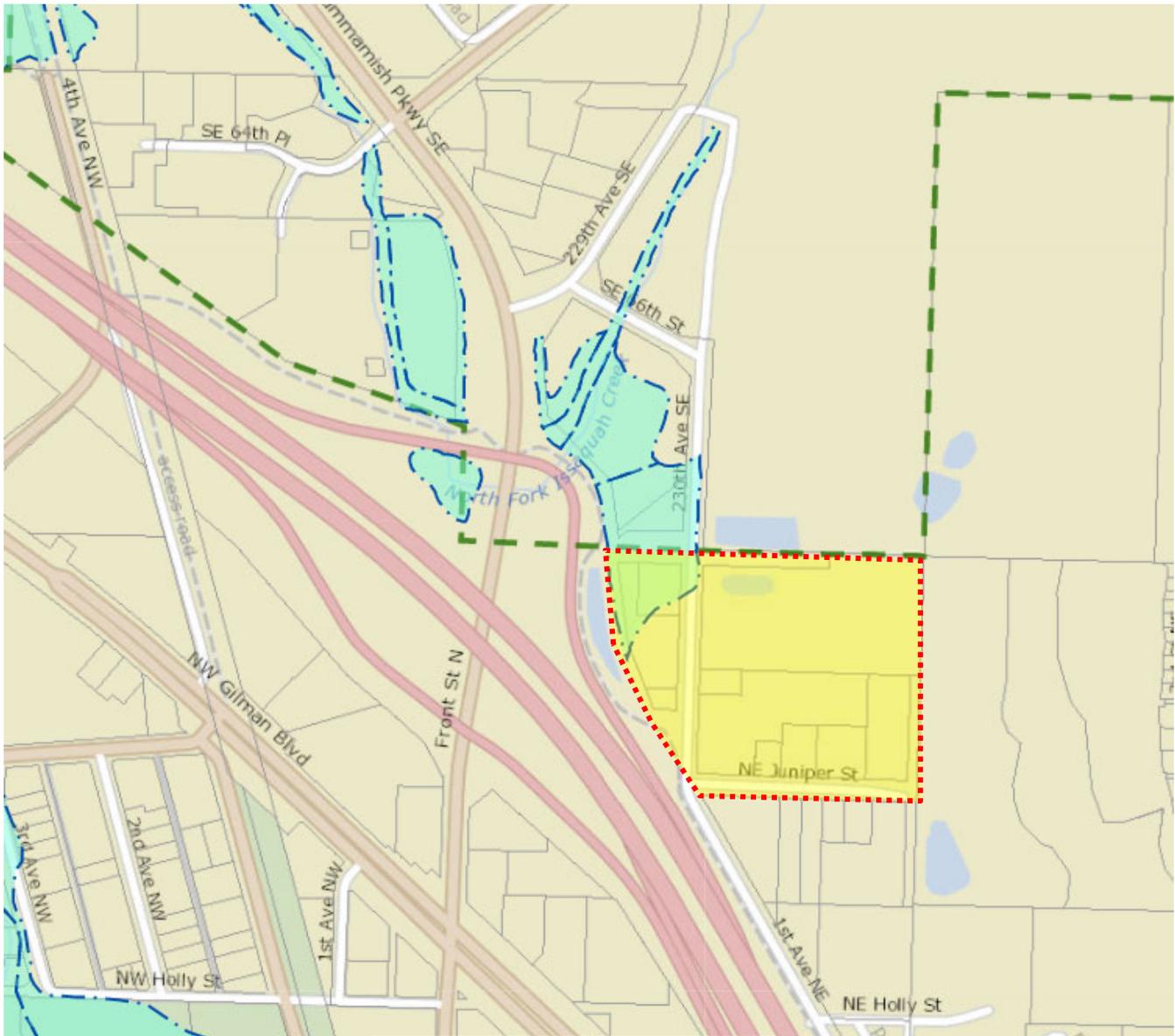


EXHIBIT C
100-YEAR FLOODPLAIN MAP



LEGEND	
<u>District Boundaries</u>	
Existing Sewer Boundary	
Sewer Annexation Area	
100-Year Floodplain	

EXHIBIT E

SEPA DETERMINATION OF NON-SIGNIFICANCE

SEPA Rules

WAC 197-11-970 **Determination of nonsignificance (DNS).**

DETERMINATION OF NONSIGNIFICANCE

Description of proposal: This project is to annex an area to the Sammamish Plateau Water & Sewer District for sewer service.

Proponent Sammamish Plateau Water and Sewer District Planning Department.

Location of proposal, including street address, if any: The NE 1st and Juniper Sewer Annexation area is generally located in Issaquah, south of Locust Street, north of Juniper Street, west of 3rd Ave NE (if extended), and east of the I-90 right-of-way.

Lead Agency: Sammamish Plateau Water and Sewer District

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- There is no comment period for this DNS
- This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 15 days from the date below. Comments must be submitted by March 25, 2022.

Responsible official: John C. Krauss
 Position/title: General Manager
Sammamish Plateau Water and Sewer District Phone (425) 392-6256
 Address: 1510 - 228th Avenue SE, Sammamish, Washington 98075
 Date: 03/09/2022 Signature 

(OPTIONAL)

- You may appeal this determination to (name) _____
 at (location) _____
 no later than (date) _____
 by (method) _____

You should be prepared to make specific factual objections.
Contact _____ to read or ask about the procedures for SEPA appeals.

- There is no agency appeal.

EXHIBIT F

AGENCY DISTRIBUTION LIST FOR THE
SEPA DETERMINATION OF NON-SIGNIFICANCE AND ASSOCIATED CHECKLIST

Lucy Sloman, Land Development Mgr
City of Issaquah
P.O. BOX 1307
Issaquah, Washington 98027-1308

City of Sammamish
Planning Department
801 - 228th Avenue SE
Sammamish, Washington 98075

Department of Ecology
Environmental Review Section
MUST SUBMIT THROUGH SEPA RECORD
SUBMITTAL no US Mail PO Box 47600
Olympia, Washington 98504-7703

Department of Health, Kelly Cooper
Environmental Health Division
SEE EMAIL ONLY - no US Mail PO Box
47820
Olympia, Washington 98504-7820

Robert Pancoast
East King County Regional Water Assoc
P.O. Box 699
Carnation, Washington 98014

Eastside Fire & Rescue
175 NW Newport Way
Issaquah, Washington 98027

Issaquah Schools Admin. Bldg.
565 NW Holly St.
Issaquah, Washington 98027

King County DPER
Attn: Env. Div. East Samm. Planner
35030 SE Douglas St, Ste. 210
Snoqualmie, Washington 98065-9266

Katherine Fischer, Env Serv Sup
King County Wastewater Treatment Div
201 S Jackson St., MS KSC-NR-0505
Seattle, Washington 98104-3856

King County Boundary Review Board
400 Yesler Way, Room 240
Seattle, Washington 98104

SEPA Desk
Dept. of Fish & Wildlife
16018 Mill Creek Blvd.
Mill Creek, Washington 98012

NMFS NWR
7600 Sand Point Way NE, Bldg 1
Seattle, Washington 98115

Inslee, Best, Doezie & Ryder, P.S.
Eric Frimodt
Skyline Tower, Suite 500
10900 NE 4th Street
Bellevue, Washington 98004

Ecological Serv Div, State Supervisor
U.S. Fish & Wildlife Service
510 Desmond Dr. SE, Suite 102
Lacey, Washington 98503

Glen St. Amant
Muckleshoot Indian Tribe Fisheries Div
39015 - 172nd Ave SE
Auburn, Washington 98092

Mike Gagliardo
Cascade Water Alliance
520 112th Avenue NE, Suite 400
Bellevue, Washington 98004

EXHIBIT G

LEGAL DESCRIPTION

**SAMMAMISH PLATEAU WATER
AND SEWER DISTRICT**

**SEWER ANNEXATION
NE 1ST & JUNIPER AREA (WELL 9)**

MARCH 7TH, 2022

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH,
RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE INTERSECTION OF THE
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NORTHEASTERLY RIGHT OF WAY MARGIN OF SR 90; THENCE NORTHWESTERLY ALONG
THE NORTHEASTERLY RIGHT OF WAY MARGIN TO THE SOUTHWESTERLY CORNER OF THE
SOUTH 60 FEET OF THE NORTH 120 FEET LESS ROADS, LOT 5, BLOCK 4, HERBERT S.
UPPER'S FIRST ADDITION TO ISSAQUAH; THENCE NORTHWESTERLY ALONG THE WEST
LINE THEREOF AND THE WEST LINE OF PARCEL C OF IS LLA 16-00005 RECORDED UNDER
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THE POINT OF BEGINNING.

CONTAINING 12 ACRES, MORE OR LESS.

WRITTEN BY: VVB
CHECKED BY: CPC



03/07/22



**DAVID EVANS
AND ASSOCIATES INC.**

Page 1 of 1

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deainc.com

amm00000162\0600info\sv\0699surveylegaldescriptions\preliminary\annex sewer ne1st juniper lgl.docx

NW 1/4 SEC. 27, TWP. 24N., RGE. 6E



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



**DAVID EVANS
AND ASSOCIATES INC.**

20300 Woodinville Snohomish Rd NE
Suite A - Woodinville, WA 98072
Phone: 425.415.2000

EXHIBIT H

ASSESSOR'S MAP

NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 24, RANGE 6
WITH DISTRICT CORPORATE AND ANNEXATION AREA BOUNDARIES

- Control
- RightOfWay
- Plat
- ShortPlat
- OriginalShortPlat
- Parcel
- Lot
- Easement
- Survey
- GovernmentLot
- Hydro
- DonationLandClaim
- Proposed
- Parcel
- Platted Major Number
- City

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County. This map is for assessment purposes only. It is provided to assist in locating your property and is not guaranteed to show accurate measurements or to reflect stability or suitability of tax parcels. Do not use for survey purposes.

SE 21-24-06	SW 22-24-06	SE 22-24-06
NE 28-24-06	NW 27-24-06	NE 27-24-06
SE 28-24-06	SW 27-24-06	SE 27-24-06



NW 27-24-06

1 inch = 100 feet
Date: 8/13/2020

EXHIBIT H

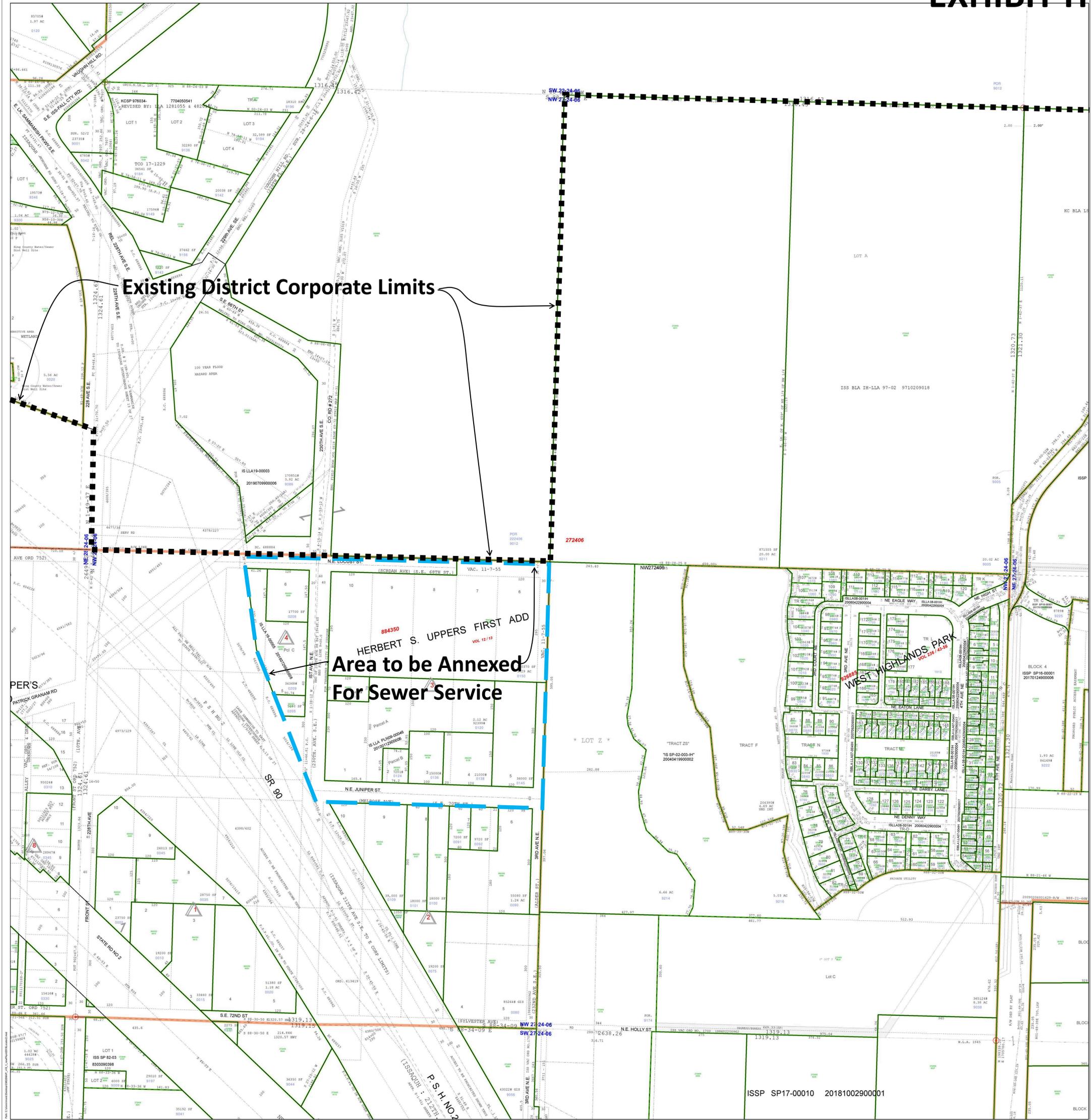
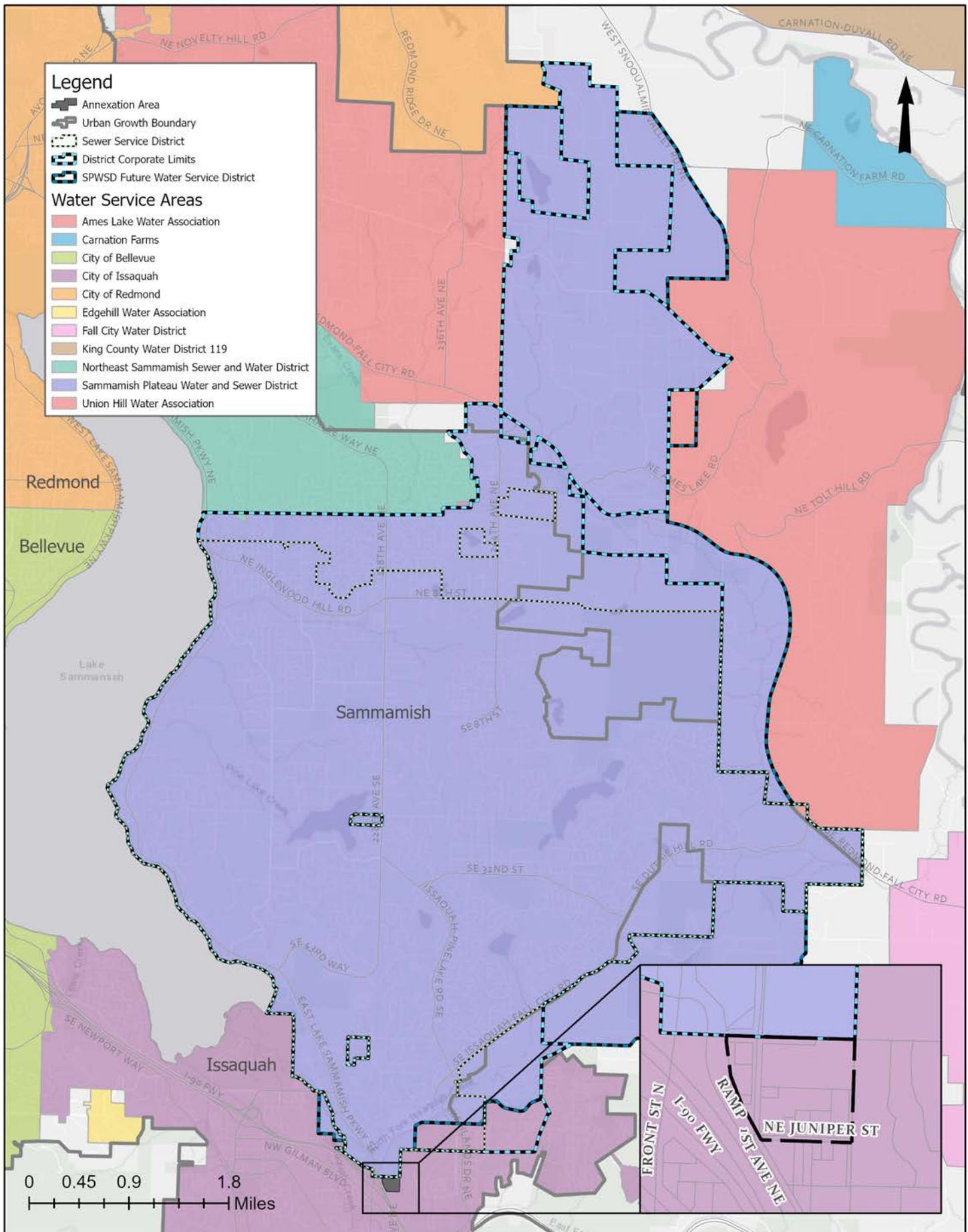


EXHIBIT I

VICINITY MAP
INDICATING CITY BOUNDARIES
WITH RESPECT TO THE ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

EXHIBIT J

VICINITY MAP
INDICATING WATER PURVEYOR BOUNDARIES
WITH RESPECT TO THE ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT



NE 1st & Juniper Area Sewer Annexation

Exhibit J - Water Districts and Class A Purveyors Future Service Areas

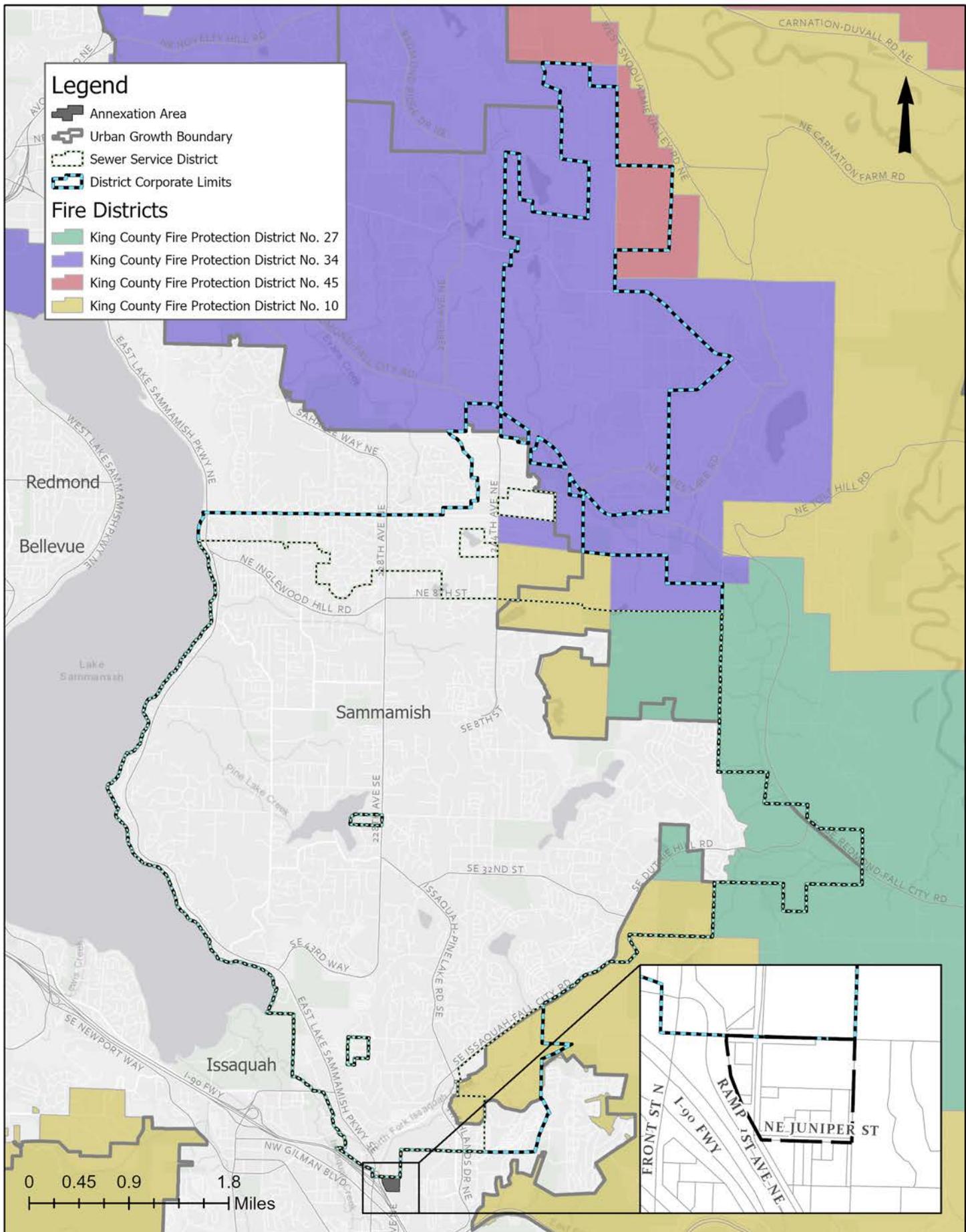
EXHIBIT K

VICINITY MAP

INDICATING SEWER DISTRICT BOUNDARIES AND UGA
WITH RESPECT TO THE ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

EXHIBIT L

VICINITY MAP
INDICATING FIRE DISTRICT BOUNDARIES
WITH RESPECT TO THE ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT



Legend

-  Annexation Area
-  Urban Growth Boundary
-  Sewer Service District
-  District Corporate Limits

Fire Districts

-  King County Fire Protection District No. 27
-  King County Fire Protection District No. 34
-  King County Fire Protection District No. 45
-  King County Fire Protection District No. 10

NE 1st & Juniper Area Sewer Annexation
Exhibit L - Fire Districts

EXHIBIT M

VICINITY MAP

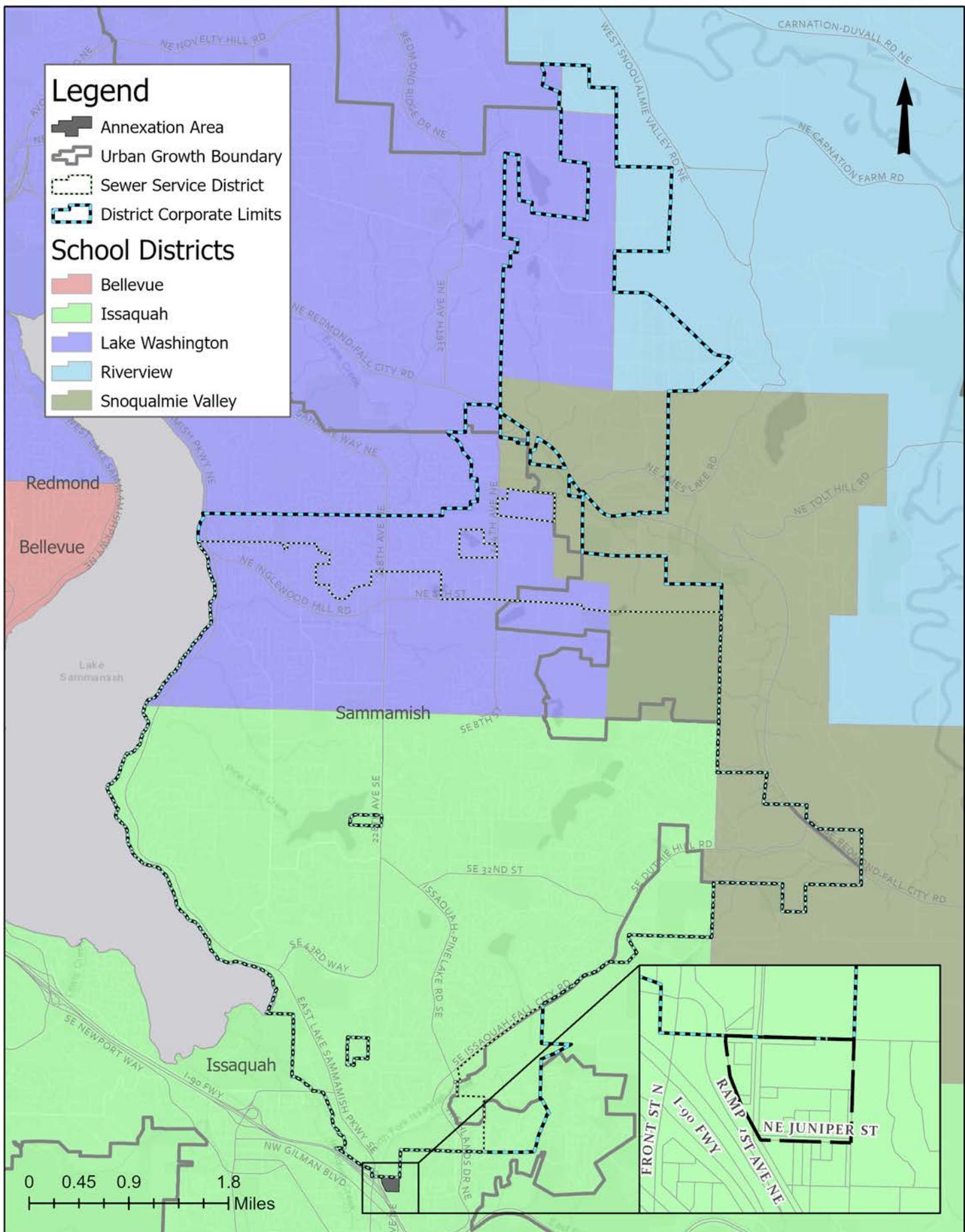
INDICATING SCHOOL DISTRICT BOUNDARIES
WITH RESPECT TO THE ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Legend

- Annexation Area
- Urban Growth Boundary
- Sewer Service District
- District Corporate Limits

School Districts

- Bellevue
- Issaquah
- Lake Washington
- Riverview
- Snoqualmie Valley



NE 1st & Juniper Area Sewer Annexation Exhibit M - School Districts

EXHIBIT N

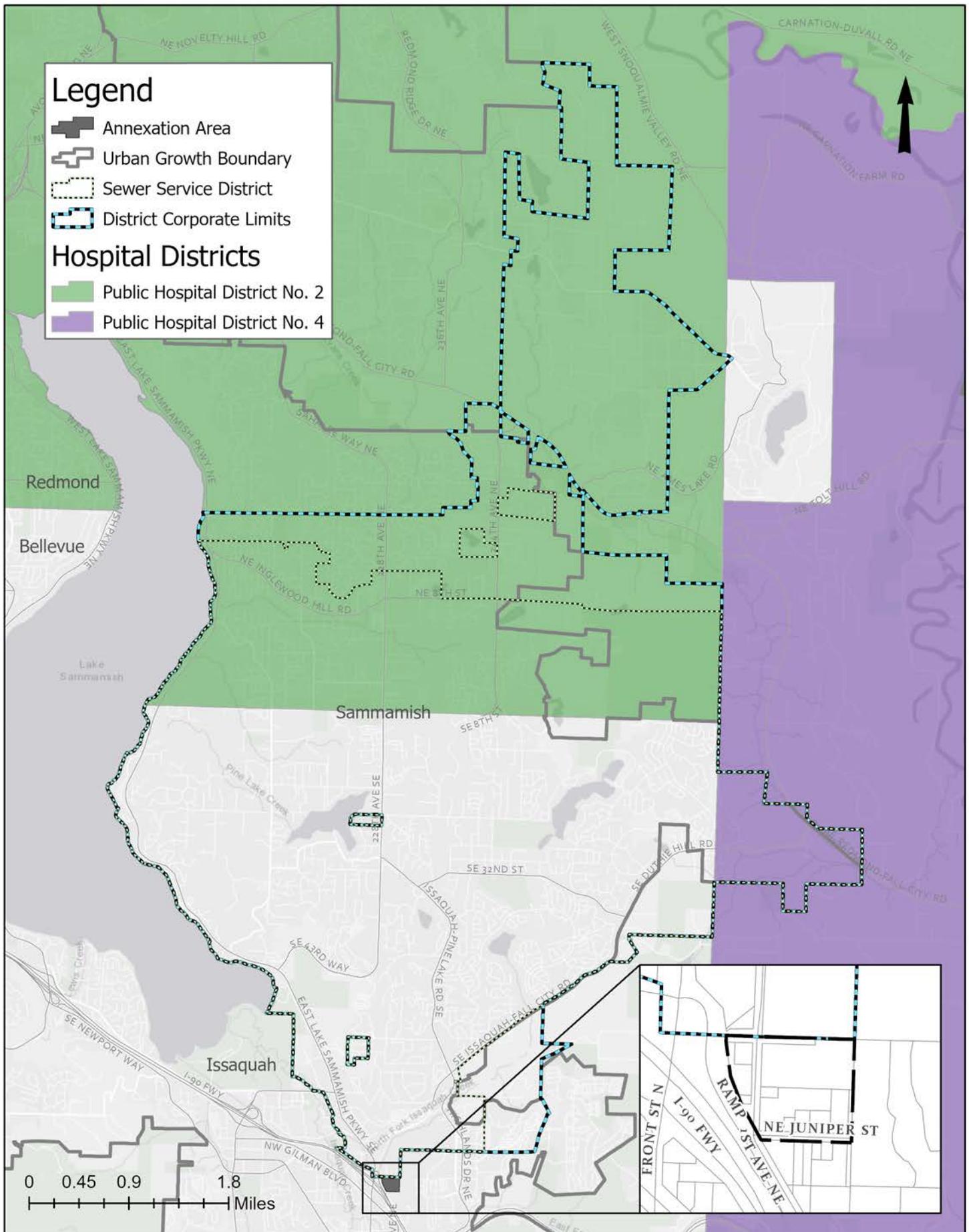
VICINITY MAP
INDICATING HOSPITAL DISTRICT BOUNDARIES
WITH RESPECT TO THE ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Legend

- Annexation Area
- Urban Growth Boundary
- Sewer Service District
- District Corporate Limits

Hospital Districts

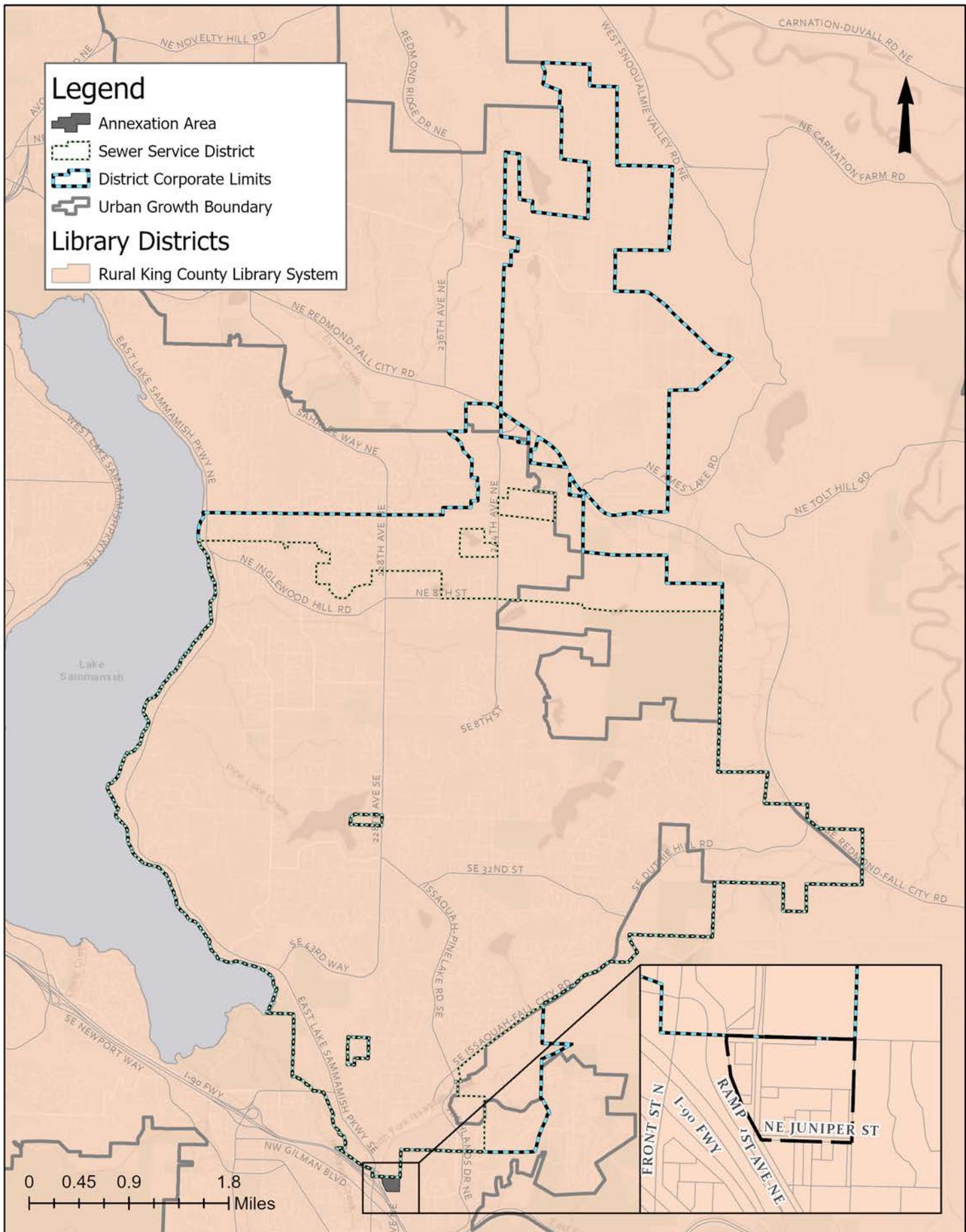
- Public Hospital District No. 2
- Public Hospital District No. 4



NE 1st & Juniper Area Sewer Annexation Exhibit N - Hospital Districts

EXHIBIT O

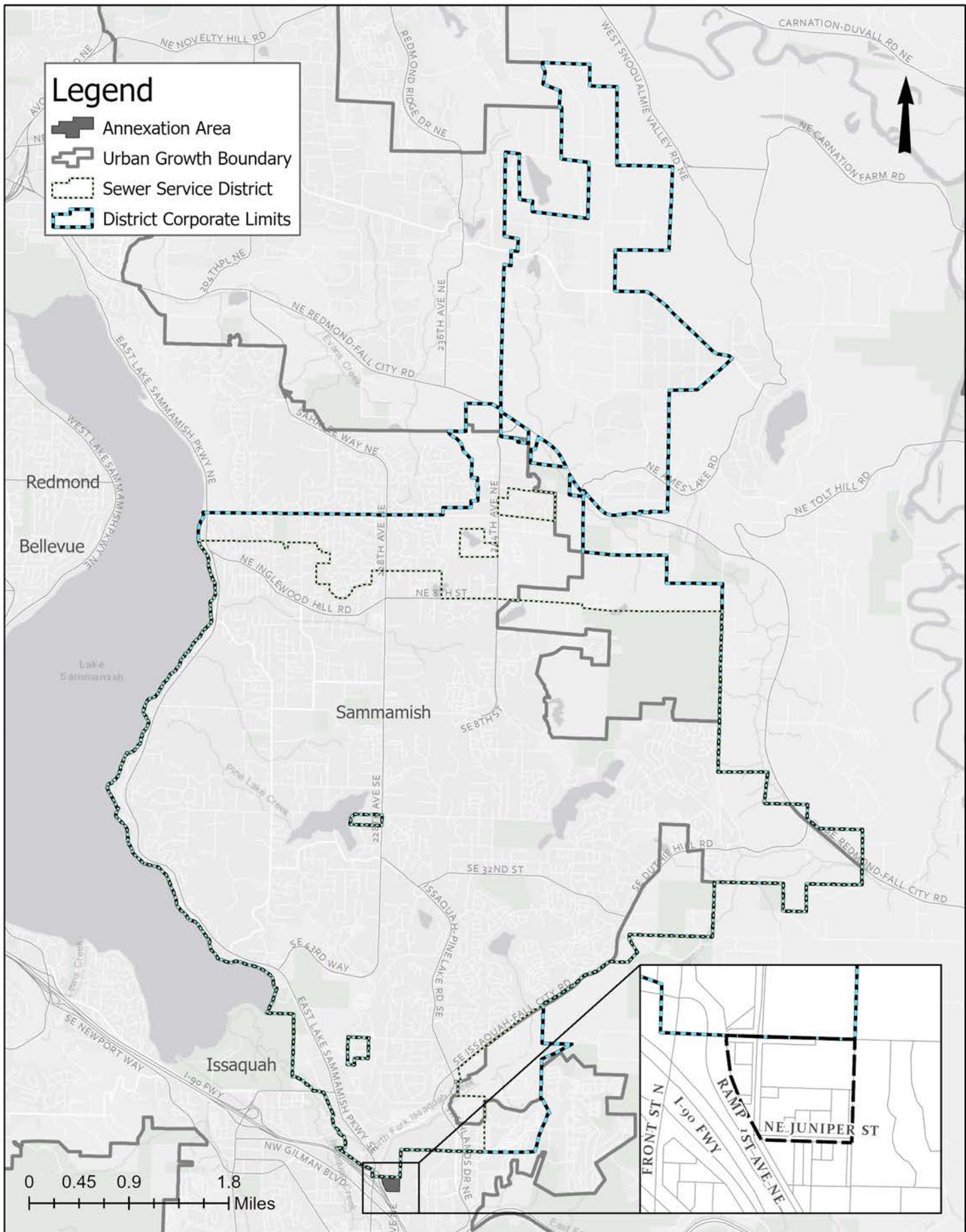
VICINITY MAP
INDICATING LIBRARY DISTRICT BOUNDARIES
WITH RESPECT TO THE ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT



NE 1st & Juniper Area Sewer Annexation
 Exhibit O - Library Districts

EXHIBIT P

VICINITY MAP
INDICATING THE
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT CORPORATE LIMITS AND
THE ANNEXATION AREA



Legend

-  Annexation Area
-  Urban Growth Boundary
-  Sewer Service District
-  District Corporate Limits

NE 1st & Juniper Area Sewer Annexation

Exhibit P - Vicinity Map with only Corporate Limits and Annexation Proposal Area

EXHIBIT Q

INTERLOCAL AGREEMENT

AND

THE DOCUMENTATION SUPPORTING ANNEXATION OF THE NE 1ST & JUNIPER SEWER
AREA TO SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

AGREEMENT

This ("Agreement") is made and entered into by and between the Sammamish Plateau Water and Sewer District, a Washington municipal corporation ("District"), and the City of Issaquah, a Washington municipal corporation ("City"), (individually a "Party" and collectively the "Parties") for the purposes set forth below.

SECTION 1: RECITALS

1.01 The District is a water-sewer special purpose district authorized and existing pursuant to Title 57 Revised Code of Washington ("RCW"). The District owns and operates water and sewer utility systems and provides retail utility services to customers located within the District's corporate and approved utility service area boundaries.

1.02 The City is an optional municipal code city authorized and existing pursuant to Title 35A RCW and other statutes. The City owns and operates water and sewer utility systems and provides retail utility services to customers located within the City's corporate and approved utility service area boundaries.

1.03 Portions of the District's and the City's utility service area boundaries are adjacent.

1.04 The District's and the City's exclusive water service area boundaries have been established and approved pursuant to chapter 70.116 RCW, the Public Water System Coordination Act of 1977 ("Act"). In accordance with the East King County Coordinated Water System Plan ("CWSP") prepared pursuant to the Act, the District and the City have been designated the exclusive water service purveyors within their respective authorized water service areas. The District's and the City's retail water service area boundaries have also been established and approved pursuant to water system plans approved by the Washington State Department of Health ("DOH"), King County and other public agencies with jurisdiction. The water system plans designate the District and the City as the exclusive water service purveyors within their respective authorized water service areas.

1.05 The District's and the City's sewer service area boundaries have been established and approved pursuant to comprehensive sewer system plans approved by the Washington State Department of Ecology, King County and other public agencies with jurisdiction. The comprehensive sewer system plans designate the District and the City as the exclusive sewer service providers within their respective authorized sewer service areas.

1.06 RBL, LLC, a Washington limited liability company ("RBL"), owns certain real property located adjacent to and partially fronting 1st Avenue NE located in the City, as legally described on **Exhibit A** attached hereto and incorporated herein in full by this reference ("Property" or "RBL Property"). The Property is presently located within the City's corporate boundary, the City's exclusive water service area boundary as established by the CWSP, and the City's exclusive sewer service area boundary as established pursuant to the City's approved comprehensive sewer system plan.

1.07 The District and the City have undertaken studies to determine, if the Property is developed, whether the District or the City is the most logical provider of water and sewer service to the Property and adjacent area based on the sizing and proximity of the Parties' respective water and sewer systems to the Property. Based on the studies, the Parties have concluded that (a) the City is the most logical provider of water service to the Property and the adjacent area presently located within the City's water service area, and (b) the District is the most logical provider of sewer service to the Property and adjacent area presently located within the City's sewer service area. Based on these determinations, RBL has requested that sewer service be provided to the Property by the District. The District is willing to provide sewer service to the Property on the condition the City's sewer service area boundary be revised to include the Property and adjacent area, as agreed to by the City and the District, within the District's permanent sewer service area boundary. The City is willing to consent to the District's provision of sewer service to the Property and adjacent area as further defined herein on a permanent basis.

1.08 The District, the City, and Lakeside Industries, a joint venture (now known as "Lakeside Industries, Inc.") ("Lakeside") entered into an agreement dated March 10, 1997 and having King County Recording No. 20020816001392 ("Lakeside Agreement") wherein the District agreed to provide temporary sewer service to real property owned by Lakeside located at 980 First Avenue NE, Issaquah, Washington, legally described on **Exhibit B** attached hereto and incorporated herein in full by this reference ("Lakeside Property"). Like the Property owned by RBL, the Lakeside Property was and is located within the City's corporate boundary, the City's exclusive water service area boundary as established by the CWSP, and the City's exclusive sewer service area boundary as established pursuant to the City's approved comprehensive sewer system plan. Pursuant to the Lakeside Agreement, the District has provided temporary sewer service to the Lakeside Property to and as of the date of this Agreement; provided, pursuant to Section 2.2 of the Lakeside Agreement, the City has the right, upon notice to the District, to assume ownership of any sewer extension improvements installed by Lakeside within the City's limits and to provide sewer service to the Lakeside Property. Because the Lakeside Property is located within the area where the RBL Property is located, and the City and the District have determined the District is the most logical provider of sewer service to the area where both the RBL Property and the Lakeside Property are located, the City will agree to consent to the District's provision of sewer service to the Lakeside Property on a permanent basis, and terminate the Lakeside Agreement as between the District and the City.

1.09 The Parties now desire to adjust the Parties' exclusive sewer service area relative to the RBL Property, the Lakeside Property, and adjacent area as further defined herein. The purpose of this Agreement is to undertake and conclude the adjustment of the Parties' respective exclusive sewer service area boundaries as provided herein.

THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

Section 2: District Provision of Sewer Service to the RBL Property, Lakeside Property and Adjacent Area

2.01 The Parties agree the City's sewer service area boundary is hereby modified and adjusted to delete the area as generally described and depicted on **Exhibit C** attached hereto and incorporated herein by this reference, such area including the RBL Property and the Lakeside Property ("Adjusted Sewer Service Area"), and to add the Adjusted Sewer Service Area, including the RBL Property and the Lakeside Property, to the District's exclusive permanent sewer service area as of the Effective Date of this Agreement.

2.02 The modification of the Parties' respective permanent sewer service area boundaries shall be subject to the Parties obtaining any approvals of such sewer service area boundary adjustment required by public agencies with jurisdiction such as the Washington State Department of Ecology and King County. It is the intent of the Parties the District shall be the designated exclusive sewer service provider for the Adjusted Sewer Service Area, and that the City shall cease to be the designated sewer service provider for the Adjusted Sewer Service Area, including the Property, as of the Effective Date of this Agreement.

2.03 The Parties shall amend their respective sewer/wastewater system plans as appropriate to document and formalize the sewer service area boundary adjustment provided for in this Section 2.

2.04 The Parties agree that there are no other agreements to adjust the Parties' respective existing sewer service area boundaries other than the agreement to adjust the boundaries relative to the Adjusted Sewer Service Area as provided for in this Agreement.

2.05 The Parties agree the City is and shall remain the designated exclusive water service provider for the Adjusted Sewer Service Area, including the RBL Property and the Lakeside Property, unless and until, by further agreement of the Parties or by law, such designation is changed, modified or amended.

2.06 The Parties acknowledge the Adjusted Sewer Service Area is presently located outside the District's corporate boundary. The District shall have the right to require the owners of real property located within the Adjusted Sewer Service Area to annex their property to the District's corporate boundary as a condition to connecting their property to the District's sewer system and receiving sewer service therefrom, or, at the District's discretion, agree not to protest the future annexation of their property to the District's corporate boundary.

2.07 The Parties agree that, if property located within the Adjusted Sewer Service Area, including the RBL Property and the Lakeside Property, develops or redevelops in the future, it is anticipated the property(s) shall connect to and receive water service from the City's water system. If, upon the completion of the development, or redevelopment, of such properties and connection to the City's water system, the City shall bill the owner(s) of such properties for water service pursuant to applicable City ordinances, policies and procedures regarding the provision of water service to the Property. Upon the connection of such properties within the Adjusted Sewer Service

Area to the City's water system and the connection of such properties to the District's sewer system, the City shall provide District with the data and information regarding water consumption by the property as established by the City's water consumption metering at and by the property. The City shall provide such water consumption data to the District no less frequently than every two (2) months, and within ten (10) days of the City's reading or receipt of water consumption data from the City's meter(s) serving the respective property. The water consumption data shall be measured by cubic feet of water provided to the development and to the property. The consumption data shall be provided by the City to the District in an electronic format csv file, or other format as agreed to by the Parties, which shall include uniquely identifiable customer information in accordance with applicable utility industry standards. The District shall bill the owner of the property for sewer service provided in accordance with the applicable District resolutions, policies and procedures regarding the provision of sewer service to the property. Alternatively, the District shall have the right, at its sole cost and expense and pursuant to procedures, adopted policies and Codes established by the City, to install a separate water meter at properties within the Adjusted Sewer Service Area to generate water consumption data for the purposes of billing the property owner for District sewer service to the property.

2.08 The owners of property located within the Adjusted Sewer Service Area requiring sewer service from the District, as a precondition to receiving such service, shall (a) install all sewer extension improvements as required by the District pursuant to a developer extension agreement to connect the property to the District's sewer system, (b) comply with all District sewer connection and service resolutions, policies and procedures, and (c) pay to the District all District sewer fees, rates and charges, including applicable general and local sewer connection charges, even though the property is located outside the District's corporate sewer service area boundary, or due and owing to the District pursuant to any contract or agreement the District may enter into with the property owner while the property is located outside of the District's corporate boundary.

2.09 The Lakeside Agreement as between the District and the City is hereby superseded by this Agreement, is hereby terminated and shall have no further force and effect as between the District and the City; provided, the terms and conditions of the Lakeside Agreement as between the District and Lakeside, and as such agreement has been modified and supplemented between the District and Lakeside, shall not be terminated and shall continue to have force and effect as between the District and Lakeside.

Section 3: General

3.01 This Agreement is made under, and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in state and federal courts in King County, Washington. If any Party breaches or threatens to breach this Agreement, the other Party(s) shall be entitled to seek all legal, injunctive or other equitable relief, and the Parties agree that any violation or breach of this Agreement will cause the other Party(s) irreparable harm for purposes of seeking equitable relief only.

3.02 All notices and/or correspondence hereunder, shall be mailed, faxed or hand-delivered and addressed as follows:

To District:

General Manager
Sammamish Plateau Water & Sewer District
1510 228th Avenue SE
Sammamish, Washington 98075
Phone: 425-392-6256, Fax: 425-391-5389.

To City:

Public Works Director
City of Issaquah
1775 - 12th Avenue NW
Issaquah, WA 98027
Phone: 425-837-3426, Fax: 425-837-3439

3.03 This Agreement states the entire agreement between the Parties as to the subject of this Agreement, superseding all prior communications and agreements between the Parties. If any part or provision of this Agreement is held invalid or unenforceable as written, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed under applicable law.

3.04 The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach.

3.05 The term "Party" as used in this Agreement shall include, but not be limited to, the Party's employees, staff, agents, contractors, sub-contractors and any other persons, parties or entities providing services to the Party for the purposes set forth herein.

3.06 This Agreement shall be effective on the date by which both of the Parties have executed this Agreement ("Effective Date").

3.07 This Agreement may be executed in counterparts, each of which shall be deemed an original and with the same effect as if the Parties had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

3.08 The Parties represent and warrant that each Party has the full power and authority to enter into this Agreement and to carry out the actions required of them by this Agreement, and all persons signing this Agreement in a representative capacity represent and warrant they have the full power and authority to bind their respective municipal entities.

3.09 In the event of any conflict, claim or dispute between the Parties arising out of or relating to the subject matter of this Agreement, whether or not such conflict, claim or dispute has

its basis in law or in equity, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbitrators' fees, mediation fees, deposition costs, expert witness fees, accounting expenses and actual attorneys' fees incurred or expended, whether or not arbitration or court proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, or on appeal.

3.10 This Agreement shall be recorded by the District with the King County Office of Records and Elections immediately upon its execution by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

3.11 The Recitals set forth above are incorporated and included herein in full by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

SAMMAMISH PLATEAU WATER &
SEWER DISTRICT

CITY OF ISSAQUAH

By: [Signature]
Name: Karen + Marian
Title: Board Pres
Date: 9/5/2017

By: [Signature]
Name: Fred Butler
Title: Mayor
Date: 10/10/17

Approved as to Form
District Legal Counsel

Approved as to Form
Office of the City Attorney

By: [Signature]
Its: District Attorney
Dated: 9-19-17

By: Jim Haney, IdB
Its: City Attorney
Dated: 10/12/2017

EXHIBIT A
LEGAL DESCRIPTION OF RBL PROPERTY

ALL LOCATED IN THE NW 1/4 OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 06 EAST, W.M., KING COUNTY, WASHINGTON AS FOLLOWS:

Tax Parcel 8843500209

LOT 7 IN BLOCK 4 OF HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE(S) 13, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION DEEDED TO THE STATE OF WASHINGTON BY DEED RECORDED MARCH 10, 1970 UNDER RECORDING NO. 6627995.

TOGETHER WITH:

THE SOUTH HALF OF LOT 6 IN BLOCK 4 OF HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE(S) 13, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED NOVEMBER 21, 1968 UNDER RECORDING NO. 6437395.

TOGETHER WITH:

THE NORTH 60 FEET OF LOT 5 IN BLOCK 4 OF HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE(S) 13, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON IN KING COUNTY SUPERIOR COURT CASE NO. 688886 FOR HIGHWAY.

EXHIBIT B
LEGAL DESCRIPTION OF LAKESIDE PROPERTY

ALL LOCATED IN THE NW 1/4 OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 06 EAST, W.M., KING COUNTY, WASHINGTON AS FOLLOWS:

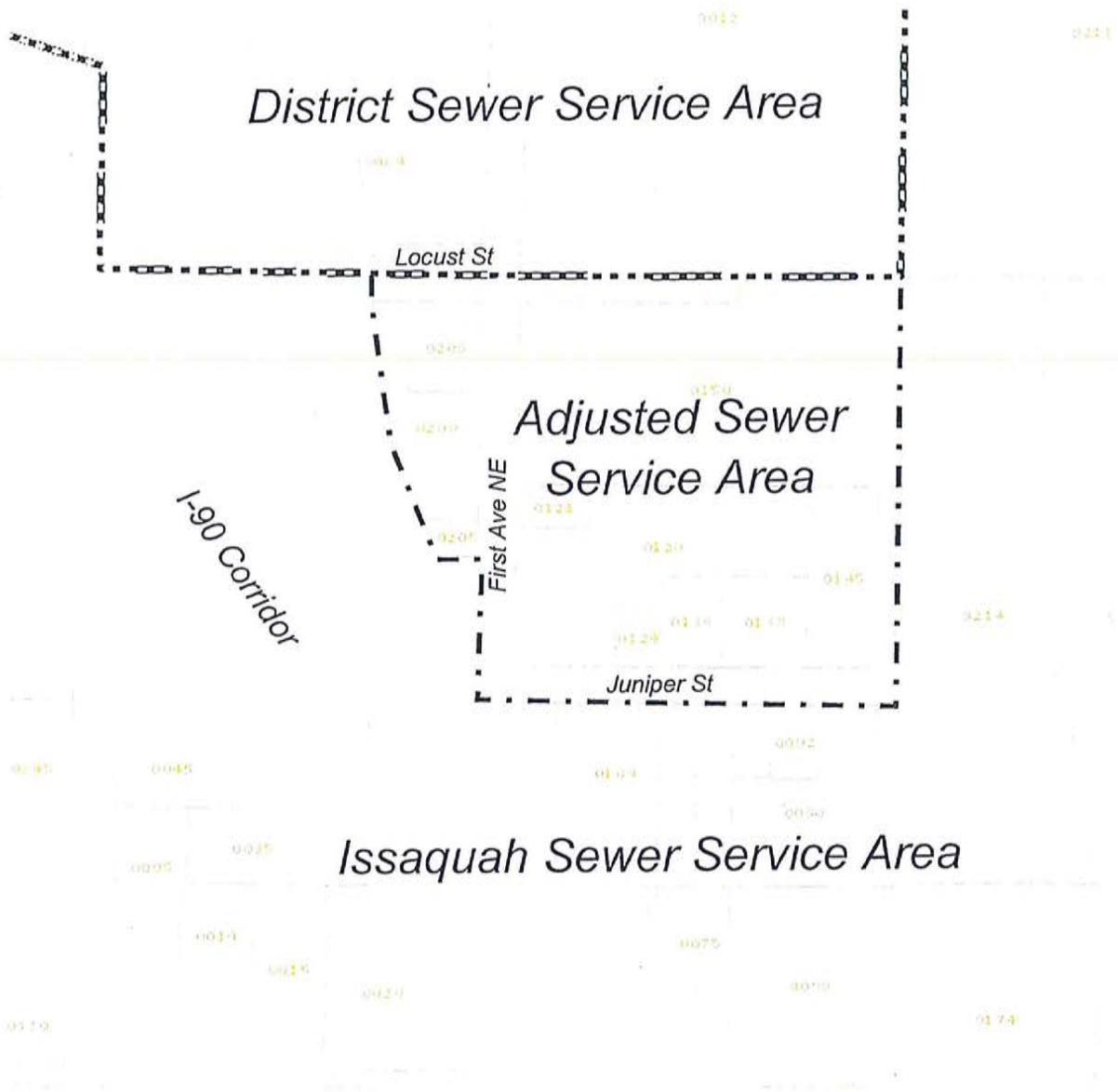
TAX PARCEL NUMBER 8843500150

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 3RD 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.

EXHIBIT C
DEPICTION AND DESCRIPTION OF ADJUSTED SEWER SERVICE AREA



Adjusted Sewer Service Area is generally described as:
South of the Locust Street Centerline,
North of the south margin of Juniper Street,
West of the east margin of 3rd Ave NE (and as extended), and
East of the land conveyed to the State of Washington for highway.

EXHIBIT R-1

NO-PROTEST AGREEMENT FOR ANNEXATION

Sammamish Plateau Water & Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20190624000894

AGREEMENT Rec: \$102.00
6/24/2019 2:34 PM
KING COUNTY, WA

NO-PROTEST AGREEMENT FOR ANNEXATION

Reference #'s: None

Grantor(s): Ruby Investment Properties, LLC
PO Box 966
Issaquah, WA 98027

Grantee(s): Sammamish Plateau Water and Sewer District
1510 – 228th Ave SE
Sammamish, WA 98075

Legal Description: Section 27 Township 24 North-Range 06 East &
Additional legal description is on page(s) 4 of document.

Tax Parcel ID: 8843500208

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
NO-PROTEST AGREEMENT
FOR ANNEXATION

THIS AGREEMENT is made this 17 day of Jan, 2019 between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and Ruby Investment Properties, LLC ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King County and legally described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"). Property is located within the District's future water and/or sewer service area boundary. However, the Property is currently located outside of the District Corporate Limits for water and/or the District's Sewer Service Area for sewer service.

1.02 The Owner now proposes to connect to District water and/or sewer facilities for service to the Property.

1.03 The District is considering, at some time in the future, annexation of the Property into the District's Corporate Boundaries for water service and/or into the District's Sewer Service Area for sewer service. The Owner and the District now desire to set forth the terms and conditions of the Property's later annexation to the District's Corporate Limits and Sewer Service Area.

1.04 Therefore, the parties, in consideration of the following terms and conditions, now agree as follows:

SECTION 2: NO-PROTEST OF ANNEXATION

2.01 District agrees to provide water and/or sewer service to the Property. Owner shall install all necessary water and/or sewer improvements to the Property. Owner agrees to abide by and comply with all District resolutions, regulations and policies regarding utility service to the Property, and as such resolutions, regulations and policies may be amended from time to time.

2.02 Owner agrees to participate in the annexation of the Property to the District's Corporate Limits and/or Sewer Service Area and pay Owner's pro-rata share of the cost of the Annexation including election expenses, administrative, engineering, and legal expenses incurred by the District related to the Annexation. Owner agrees to sign a petition for the annexation of the subject property at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby authorizes the President of the District Board of Commissioners to sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the Property and shall constitute a covenant running with the Property described on Exhibit "A". This Agreement shall be binding upon Owner, its heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other casts and damages allowed by law.

3.03 If any section, sentence, clause or phase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

Carri
("Owner")

SAMMAMISH PLATEAU WATER & SEWER DISTRICT ("District")

By Carri Ruby
Its Mangazyn Townee

By [Signature]
Its General Manager

STATE OF WASHINGTON)
COUNTY OF KING) ss.

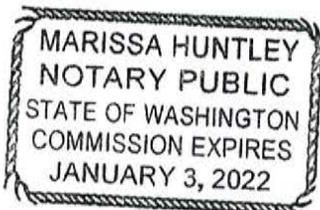
I certify that I know or have satisfactory evidence that Carri Ruby is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of Ruby Investment Properties LLC of such corporation for the uses and purposes mentioned in the instrument.



Dated 1-17-19
[Signature]
Notary Public in and for the State of Washington,
residing at Fall City
My Appointment Expires 4-1-22

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that John C Krauss 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 to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.



Dated 1-22-19
[Signature]
Notary Public in and for the State of Washington,
residing at Maple Valley
My Appointment Expires 1-3-22

EXHIBIT A

ALL LOCATED IN THE NW 1/4 OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 06 EAST, W.M., KING COUNTY, WASHINGTON AS FOLLOWS:

Tax Parcel 8843500208

LOT 6, EXCEPT THE SOUTH HALF THEREOF, IN BLOCK 4 OF HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE(S) 13, IN KING COUNTY, WASHINGTON;

EXHIBIT R-2

NO-PROTEST AGREEMENT FOR ANNEXATION

Sammamish Plateau Water & Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075



20190702000910

AGREEMENT Rec: \$102.00
7/2/2019 12:34 PM
KING COUNTY, WA

NO-PROTEST AGREEMENT FOR ANNEXATION

Reference #'s: None

Grantor(s): RBL, LLC
1500 – 18th Ave NW
Issaquah, WA 98027

Grantee(s): Sammamish Plateau Water and Sewer District
1510 – 228th Ave SE
Sammamish, WA 98075

Legal Description: Section 27 Township 24 North-Range 06 East &
Additional legal description is on page(s) 4 of document.

Tax Parcel ID: 8843500209

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
NO-PROTEST AGREEMENT
FOR ANNEXATION

THIS AGREEMENT is made this 12th day of December, 2018 between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and RBL, LLC ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King County and legally described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property"). Property is located within the District's future water and/or sewer service area boundary. However, the Property is currently located outside of the District Corporate Limits for water and/or the Districts Sewer Service Area for sewer service.

1.02 The Owner now proposes to connect to District water and/or sewer facilities for service to the Property.

1.03 The District is considering, at some time in the future, annexation of the Property into the District's Corporate Boundaries for water service and/or into the District's Sewer Service Area for sewer service. The Owner and the District now desire to set forth the terms and conditions of the Property's later annexation to the District's Corporate Limits and Sewer Service Area.

1.04 Therefore, the parties, in consideration of the following terms and conditions, now agree as follows:

SECTION 2: NO-PROTEST OF ANNEXATION

2.01 District agrees to provide water and/or sewer service to the Property. Owner shall install all necessary water and/or sewer improvements to the Property. Owner agrees to abide by and comply with all District resolutions, regulations and policies regarding utility service to the Property, and as such resolutions, regulations and policies may be amended from time to time.

2.02 Owner agrees to participate in the annexation of the Property to the District's Corporate Limits and/or Sewer Service Area and pay Owner's pro-rata share of the cost of the Annexation including election expenses, administrative, engineering, and legal expenses incurred by the District related to the Annexation. Owner agrees to sign a petition for the annexation of the subject property at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby authorizes the President of the District Board of Commissioners to sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the Property and shall constitute a covenant running with the Property described on Exhibit "A". This Agreement shall be binding upon Owner, its heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other casts and damages allowed by law.

3.03 If any section, sentence, clause or phase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

RBL LLC.
("Owner")

SAMMAMISH PLATEAU WATER & SEWER DISTRICT ("District")

By [Signature]
Its Managing Director

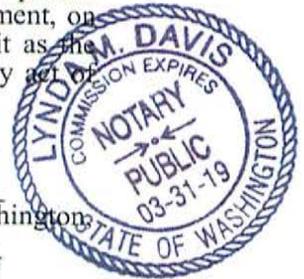
By [Signature]
Its General Manager

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Daniel D. Rowe 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 RBL LLC. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 12-12-18

[Signature]
Notary Public in and for the State of Washington
residing at FALL CITY
My Appointment Expires 3-31-2019



STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that John C. Krauss 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 to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.

Dated 1-15-19

[Signature]
Notary Public in and for the State of Washington,
residing at Fall City
My Appointment Expires 4-1-22

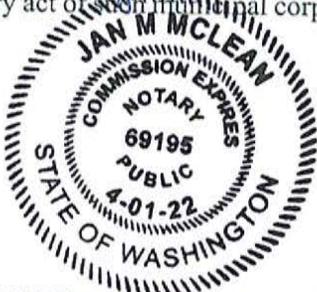


EXHIBIT A

ALL LOCATED IN THE NW 1/4 OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 06 EAST, W.M., KING COUNTY, WASHINGTON AS FOLLOWS:

Tax Parcel 8843500209

LOT 7 IN BLOCK 4 OF HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE(S) 13, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION DEEDED TO THE STATE OF WASHINGTON BY DEED RECORDED MARCH 10, 1970 UNDER RECORDING NO. 6627995.

TOGETHER WITH:

THE SOUTH HALF OF LOT 6 IN BLOCK 4 OF HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE(S) 13, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED NOVEMBER 21, 1968 UNDER RECORDING NO. 6437395.

TOGETHER WITH:

THE NORTH 60 FEET OF LOT 5 IN BLOCK 4 OF HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE(S) 13, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON IN KING COUNTY SUPERIOR COURT CASE NO. 688886 FOR HIGHWAY.

EXHIBIT R-3

AGREEMENT FOR FUTURE CONNECTION FOR SEWER SERVICE

[SECTION 3: NO-PROTEST OF FUTURE ANNEXATION
TO DISTRICT SEWER SERVICE BOUNDARY]

Sammamish Plateau Water & Sewer District
1510 228th Avenue SE
Sammamish, WA 98075



20210609000589

AGREEMENT Rec: \$108.50
6/9/2021 9:11 AM
KING COUNTY, WA

AGREEMENT FOR FUTURE CONNECTION TO SEWER

Reference #'s None

Grantor(s): Michael & Martha Immel
1435 37th Ave
Seattle, WA 98122

Grantee(s) Sammamish Plateau Water & Sewer District
1510 228th Avenue SE
Sammamish, WA 98075

Legal Description Section 27, Township 24 North,-Range 06 East
Additional legal description is on page 5 of document.

Tax Parcel ID 8845300124

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
AGREEMENT FOR FUTURE CONNECTION
FOR SEWER SERVICE

THIS AGREEMENT is made by and between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and MICHAEL and Martha IMPPL
Jet of Washington, LLC ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit "A" attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's present and/or future sewer service area. However, the District has determined it is presently infeasible or unreasonable to extend District sewer mains to serve the Property.

1.02 The Owner now proposes to install an on-site sewage system to serve the Property.

1.03 The District is considering, at some time in the future, the extension of sewer facilities to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's later connection to the District's sewer system upon such service being available to the Property.

1.04 Therefore, the parties, in consideration of the following terms and conditions, now agree as follows:

SECTION 2: NO-PROTEST OF FUTURE LOCAL IMPROVEMENT DISTRICT (LID) OR UTILITY LOCAL IMPROVEMENT DISTRICT (ULID)

2.01 Owner agrees to participate in and waive protest of formation of an LID or ULID for the purpose of constructing a District sewer system, including mains, pumps and related improvements to serve the Property. Owner agrees to sign a petition for the formation of an LID or ULID for the above-specified improvements at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so.

2.02 Owner understands that property owners have the right to protest formation of a LID or ULID to construct the above-specified improvements. Owner agrees to waive the right to protest formation of a LID or ULID for construction of the above-specified improvements. Owner shall retain the right to contest the method of calculating any assessment under such LID or ULID as provided by law and shall further retain the right to appeal confirmation of the final assessment roll in the manner provided by law.

2.03 Owner further agrees that the existence of on-site sewage service for the Property shall not be considered in the calculation of any assessment relating to any such ULID; and any such assessments in relation to special benefit derived by Owner's Property to be served by any such ULID shall be made on the basis that Property does not receive sewage service.

2.04 Where a ULID is not formed, but there is an extension of permanent sewer facilities to a point abutting Owner's Property through the provisions of other means, including but not limited to District initiated construction, developer extension, or other property owners' requests, the undersigned shall connect the Property to such sewer facilities; and at such time, shall pay the cost of connection to such sewer facilities as described in this document.

SECTION 3: NO-PROTEST OF FUTURE ANNEXATION TO DISTRICT SEWER SERVICE BOUNDARY

3.01 Owner agrees to participate in and waive protest of annexation to the District's Sewer Service Boundary. Owner agrees to sign a petition for the annexation of the subject property at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so.

3.02 Owner understands that property owners have the right to protest annexation to the District. Owner agrees to waive the right to protest annexation to the District. Owner shall retain the right to contest the method of calculating any assessment for such annexation as provided by law.

SECTION 4: CONNECTION OF PROPERTY TO DISTRICT SEWER SYSTEM

4.01 The Owner agrees that upon notification from the District of the availability of sewer service, such availability as defined by the District in its sole discretion, connection of the Property to the sewer system shall be made within 5 years of District's notification to Owner of such sewer availability. Connection of the Property to the District's sewer system shall be per District standards and specifications in effect at the time of such connection.

4.02 Upon District's notification to Owner of the availability of sewer service, payment of any and all District fees and charges for such sewer service connection shall be made to the District prior to the connection of the Property to the sewer system. If all or a portion of the fees and charges for such service connection are being assessed against the Property through a ULID, the payment of those fees and charges shall be in accordance with such ULID assessment schedule.

4.03 All fees and charges for connection to the District sewer system, including, but not limited to, General Facility Charges, Charges for the installation of regional or local sewer collection facilities and side sewer inspection charges, shall be determined and paid in accordance with District policies, procedures and rates in effect at the time of such connection. (It is noted for information purposes only that approximate fees and charges to the District for similar gravity sewer service in 2005 were \$20,000 per lot.)

4.04 Owner shall also be required to pay District sewer service rates and charges for the availability of sewer service upon the connection of the Property to the District sewer system or 5 years after District's notification to Owner of such sewer availability, whichever occurs first.

4.05 Upon the connection of the Property to the District Sewer System, Owner and the Property shall be subject to and shall comply with all District resolutions, policies and procedures regarding the District's provision of such sewer service.

SECTION 5: GENERAL PROVISIONS

5.01 This Agreement touches and concerns the development of the Property and shall constitute a covenant running with the Property described on Exhibit "A". This Agreement shall be binding upon Owner, his heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

5.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

District:	John C. Krauss, General Manager Sammamish Plateau Water and Sewer District 1510 - 228th Avenue S.E. Sammamish, Washington 98075
With a courtesy copy to	District Attorney Inslee, Best, Doezie & Ryder, P.S. P. O. Box C-90016 Bellevue, Washington 98009-9016
Owner:	<u>MICHAEL & MARTHA IMMEL</u> <u>JCI of WASHINGTON, LLL</u> <u>1435 32nd Ave. SEATTLE, WA 98122</u>

Any party may, by written notice to the other, designate a different address or designee.

5.03 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other costs and damages allowed by law.

5.04 If any section, sentence, clause or phrase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District")

By 
Printed John C. Krauss
Its General Manager Dated 4-16-2021

By 
Printed Michael K. Immel (Owner)
Its Governor of LLC Dated 04-12-2021
By _____
Printed _____ (Owner)
Its _____ Dated _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING San Juan)

I certify that I know or have satisfactory evidence that Michael Immel 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 Governor of State of Washington to be a free and voluntary act for the uses and purposes mentioned in the instrument.



Dated April 12, 2021
Adria Garcia
Notary Public in and for the State of Washington, residing at Eastsound, WA
My Appointment Expires March 4, 2024

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ 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 _____ of _____ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Washington, residing at _____
My Appointment Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that John C. Krauss 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 to be the free and voluntary act of such municipal corporation for the uses and purposes mentioned in the instrument.



Dated 4-16-2021
Jan M. McLean
Notary Public in and for the State of Washington, residing at Fall City
My Appointment Expires 4-1-2022

EXHIBIT A

Tax Parcel 8843500124

ALL LOCATED IN SECTION 27, TOWNSHIP 24 NORTH, RANGE 06 EAST, W.M., IN KING COUNTY, WASHINGTON AS FOLLOWS:

THE EAST 74.20 FEET OF THE SOUTH 97.05 FEET OF LOT 2, BLOCK 3, HERBERT S. UPPERS FIRST ADDITION TO ISSAQUAH, AS PER PLAT RECORDED IN VOLUME 12 OF PLAT, PAGE 13, RECORDS OF KING COUNTY, WASHINGTON.

Agreement For Future Connection -

8845300124 Future Sewer Connection Agreement.docx

VIA EMAIL PDF TO BOUNDARYREVIEWBOARD@KINGCOUNTY.GOV

August 11, 2022

Shelby Miklethun
Executive Secretary
Washington State Boundary Review Board for King County
400 Yesler Way, Rm. 205
Seattle, WA 98104

Re: NE 1st and Juniper Area Sewer Annexation – Notice of Intention (deficiency response)

Dear Shelby Miklethun:

The letter is to response to the Notice of Deficiency dated August 10, 2022 regarding the Notice of Intention for the NE 1st and Juniper Area Sewer Annexation. Enclosed are the requested petitions filed with the District regarding this matter.

The five petitions obtained represent 82% of the annexation area. Enclosed is also a summary listing of the ten tax parcels to be annexed to illustrate the petitions received constitute more than 60% of the area in the proposed annexation.

One of the properties, tax parcel 8843500208, has a No-Protest Annexation agreement, but did not provide a petition as required by the agreement. Based on the agreement's terms the District Board of Commissioners President did sign a petition for the property.

If you have questions or need additional information in order to deem the Notice of Intention sufficient and assign a filing date, please let me know. I can be reached at 425-295-3218, marissa.huntley@spwater.org, or at the address provided in the letterhead.

Sincerely,



Marissa Huntley
Executive Assistant

Encl.

**Juniper Annexation Area
Property List**

467528 Total Area

Percentage

82%
383137

82%
383137

Tax Parcel	Site Address	Owner	Owner 2	Area	No-Protest Agreement	Recording	Petition Received	Petitioned Area	Petition/ No-Protest
8843500208	995 1st Ave NE	985 1st Avenue NE LLC		17700	Yes	20190624000894	Yes	17700	17700
8843500209	965 1st Ave NE	RBL LLC		34368	Yes	20190702000910	Yes	34368	34368
8843500205	955 1st Ave NE	Jeanette Pickard		5190				0	0
8843500150	980 1st Ave NE	Lakeside Industries		230270		20020816001392	Yes	230270	230270
8843500121	940 1st Ave NE	Sammamish Plateau Water & Sewer District		8400			Yes	8400	8400
8843500120	940 1st Ave NE	Sammamish Plateau Water & Sewer District		92399			Yes	92399	92399
8843500124	180 NE Juniper St	Michael and Martha Immel		7201				0	0
8843500136	200 NE Juniper St	Reiswig Living Trust	Gregory & Teresa Reiswig	15000				0	0
8843500138	230 NE Juniper St	Juniper Management LLC		21000				0	0
8843500145	280 NE Juniper St	Hufeigle, LLC	c/o Cheryl Reigle	36000				0	0

**PETITION FOR ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE**

TO: BOARD OF COMMISSIONERS
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
1510 – 228th Avenue SE, Sammamish, Washington 98075

We, the undersigned, constituting the owners, according to the records of the King County Auditor, of not less than 60% of the area of land described as follows and as depicted on Exhibit A ("Property") attached hereto and by this reference made a part hereof,

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST (JORDAN AVE) WITH THE EASTERLY RIGHT OF WAY MARGIN OF 3RD AVE NE (ALDER ST) AS SHOWN ON HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 12 OF PLATS, PAGE 13; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY MARGIN TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY MARGIN OF NE JUNIPER STREET (MELROSE AVE); THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF SR 90; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY MARGIN TO THE SOUTHWESTERLY CORNER OF THE SOUTH 60 FEET OF THE NORTH 120 FEET LESS ROADS, LOT 5, BLOCK 4, HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH; THENCE NORTHWESTERLY ALONG THE WEST LINE THEREOF AND THE WEST LINE OF PARCEL C OF IS LLA 16-00005 RECORDED UNDER RECORDING NUMBER 20160726900008 TO THE INTERSECTION OF THE NORTHWESTERLY EXTENSION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST; THENCE EASTERLY ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

respectfully petition that said property be annexed to Sammamish Plateau Water and Sewer District of King County, Washington as provided by RCW 57.24.070 through RCW 57.24.100.

We further state that the annexation of said territory will be conducive to the public health, welfare and convenience and will be of special benefit to the land included within the boundaries of said territory.

NAME(S) (Printed) Ryika Hooshangi, on behalf of
985 1st Avenue NE LLC

(Title) Board President

SIGNATURE  DATE 6/9/22

SIGNATURE _____ DATE _____

ADDRESS: PO Box 966, Issaquah, WA 98027

PROPERTY DESCRIPTION:

TAX PARCEL NUMBER: 8843500208

And

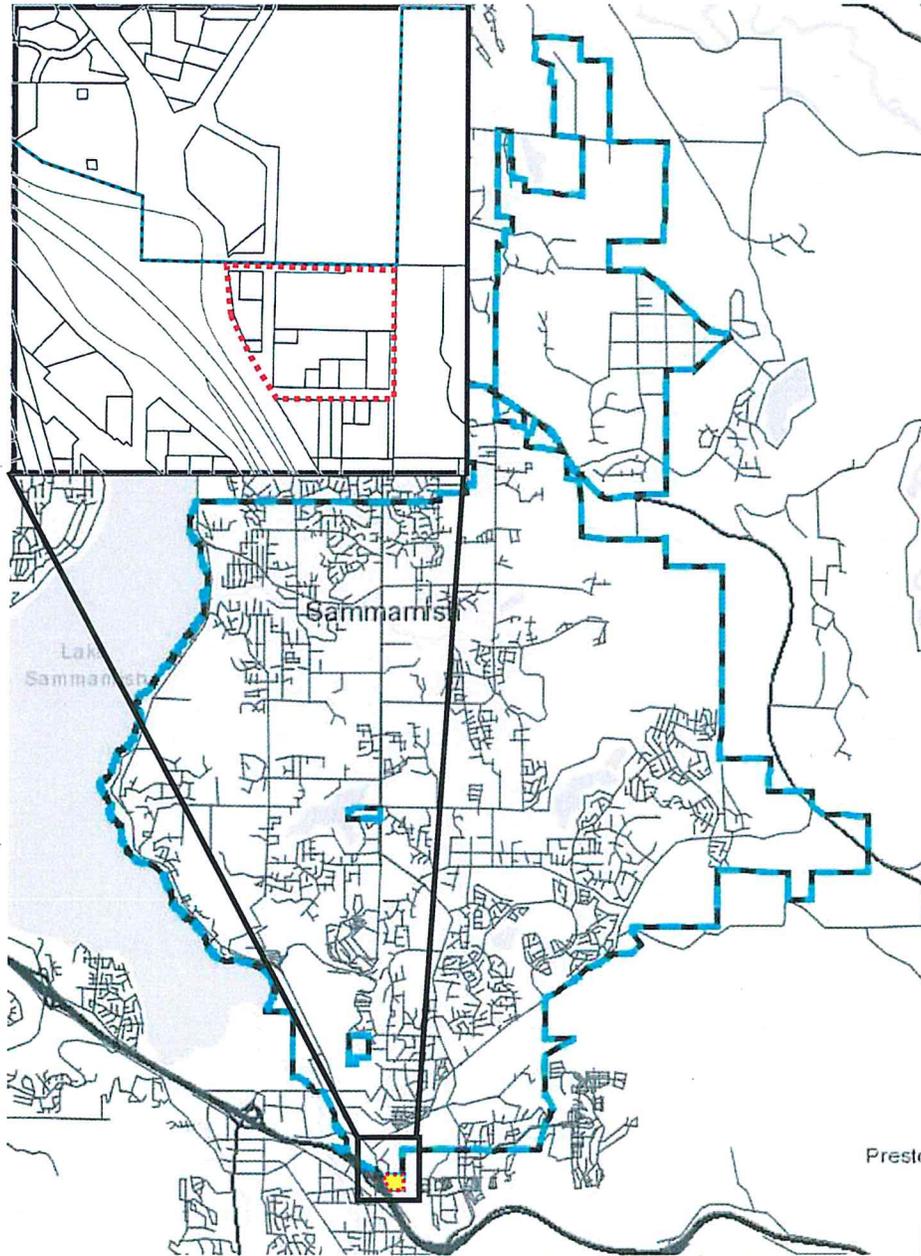
LEGAL DESCRIPTION: ALL LOCATED IN SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON AS FOLLOWS:; LOT 6, EXCEPT THE SOUTH HALF THEREOF, BLOCK 4,; HERBERT S. UPPERS FIRST ADDITION TO ISSAQUAH, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 13, IN KING COUNTY WASHINGTON;

For District Staff Only:

Petition filed with the Secretary of the Board of Commissioners of the Sammamish Plateau

Water and Sewer District this 9th day of June, 2022.

EXHIBIT A
ANNEXATION OF TERRITORY TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE
NE 1ST & JUNIPER AREA



LEGEND

District Corporate Boundary	
Territory to be Annexed	

SECRETARY'S CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Secretary of the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington (the "District"), and keeper of the records of the Board of Commissioners (herein called the "Board") DO HEREBY CERTIFY:

1. That the attached are true and correct copies of Petition for Annexation for Tax Parcel 8843500208 (herein called the "Petition") of the Board as finally approved at a regular meeting of the Board held on the 2nd day of May, 2022, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the approval of the Petition and directing the Board President to sign the Petition on behalf of the District; that all other requirements and proceedings incident to the proper approval of the Petition have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of May, 2022.

By  _____
Mary Shustov
Secretary of the Board

PETITION FOR ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE

TO: BOARD OF COMMISSIONERS
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
1510 – 228th Avenue SE, Sammamish, Washington 98075

We, the undersigned, constituting the owners, according to the records of the King County Auditor, of not less than 60% of the area of land described as follows and as depicted on Exhibit A ("Property") attached hereto and by this reference made a part hereof,

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST (JORDAN AVE) WITH THE EASTERLY RIGHT OF WAY MARGIN OF 3RD AVE NE (ALDER ST) AS SHOWN ON HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 12 OF PLATS, PAGE 13; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY MARGIN TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY MARGIN OF NE JUNIPER STREET (MELROSE AVE); THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF SR 90; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY MARGIN TO THE SOUTHWESTERLY CORNER OF THE SOUTH 60 FEET OF THE NORTH 120 FEET LESS ROADS, LOT 5, BLOCK 4, HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH; THENCE NORTHWESTERLY ALONG THE WEST LINE THEREOF AND THE WEST LINE OF PARCEL C OF IS LLA 16-00005 RECORDED UNDER RECORDING NUMBER 20160726900008 TO THE INTERSECTION OF THE NORTHWESTERLY EXTENSION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST; THENCE EASTERLY ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

respectfully petition that said property be annexed to Sammamish Plateau Water and Sewer District of King County, Washington as provided by RCW 57.24.070 through RCW 57.24.100.

We further state that the annexation of said territory will be conducive to the public health, welfare and convenience and will be of special benefit to the land included within the boundaries of said territory.

NAME(S) (Printed) Carr Ruby
RBL LLC

(Title) Managers

SIGNATURE [Signature] DATE 4-8-2022

SIGNATURE _____ DATE _____

ADDRESS: 1500 18th Ave NW, Issaquah, WA 98027

PROPERTY DESCRIPTION:

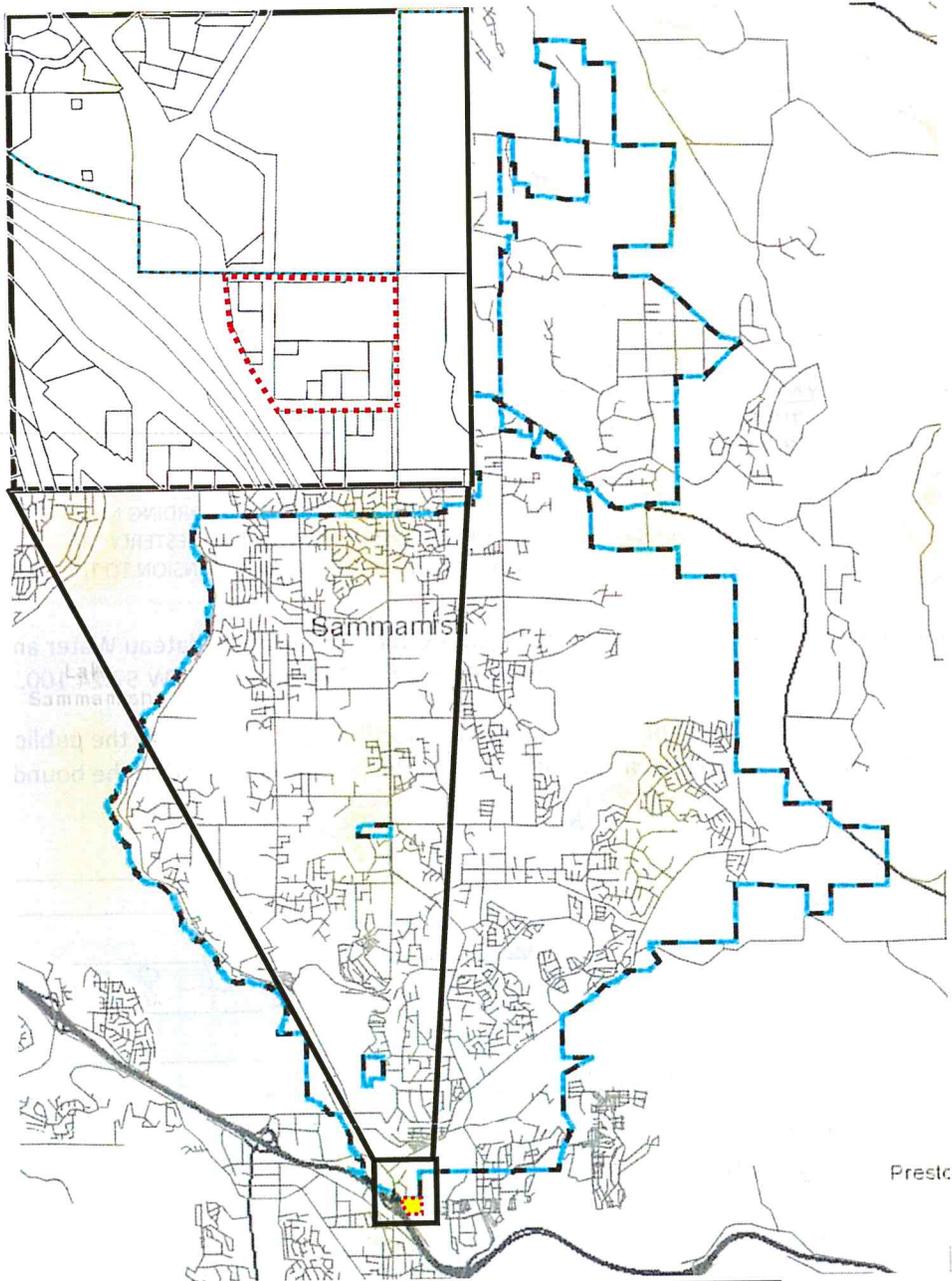
TAX PARCEL NUMBER: 8843500209

And

LEGAL DESCRIPTION: ALL LOCATED IN SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON AS FOLLOWS: LOT 7 IN BLOCK 4 OF; HERBERT S. UPPERS FIRST ADDITION TO ISSAQUAH, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 13, IN KING COUNTY WASHINGTON; ; EXCEPT THAT PORTION DEEDED TO THE STATE OF WASHINGTON BY DEED RECORDED MARCH 10, 1970 UNDER RECORDING NO. 6627995, TOGETHER WITH: THE SOUTH HALF OF LOT 6 IN BLOCK 4 OF HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE(S) 13, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED NOVEMBER 21, 1968 UNDER RECORDING NO. 6437395. TOGETHER WITH: THE NORTH 60 FEET OF LOT 5 IN BLOCK 4 OF HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH, ACCORDING TO PLAT RECORDED IN VOLUME 12 OF PLATS AT PAGE(S) 13, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON IN KING COUNTY SUPERIOR COURT CASE NO. 688886 FOR HIGHWAY.

For District Staff Only:
Petition filed with the Secretary of the Board of Commissioners of the Sammamish Plateau Water and Sewer District this 12th day of April, 2022.

EXHIBIT A
ANNEXATION OF TERRITORY TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE
NE 1ST & JUNIPER AREA



LEGEND	
District Corporate Boundary	
Territory to be Annexed	

**PETITION FOR ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE**

TO: BOARD OF COMMISSIONERS
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
1510 – 228th Avenue SE, Sammamish, Washington 98075

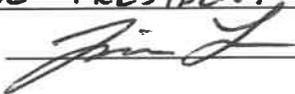
We, the undersigned, constituting the owners, according to the records of the King County Auditor, of not less than 60% of the area of land described as follows and as depicted on Exhibit A ("Property") attached hereto and by this reference made a part hereof,

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BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST (JORDAN AVE) WITH THE EASTERLY RIGHT OF WAY MARGIN OF 3RD AVE NE (ALDER ST) AS SHOWN ON HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 12 OF PLATS, PAGE 13; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY MARGIN TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY MARGIN OF NE JUNIPER STREET (MELROSE AVE); THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF SR 90; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY MARGIN TO THE SOUTHWESTERLY CORNER OF THE SOUTH 60 FEET OF THE NORTH 120 FEET LESS ROADS, LOT 5, BLOCK 4, HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH; THENCE NORTHWESTERLY ALONG THE WEST LINE THEREOF AND THE WEST LINE OF PARCEL C OF IS LLA 16-00005 RECORDED UNDER RECORDING NUMBER 20160726900008 TO THE INTERSECTION OF THE NORTHWESTERLY EXTENSION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST; THENCE EASTERLY ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

respectfully petition that said property be annexed to Sammamish Plateau Water and Sewer District of King County, Washington as provided by RCW 57.24.070 through RCW 57.24.100.

We further state that the annexation of said territory will be conducive to the public health, welfare and convenience and will be of special benefit to the land included within the boundaries of said territory.

NAME(S) (Printed) JAIME LEE
Lakeside Industries, INC
(Title) VICE PRESIDENT
SIGNATURE  DATE 6/9/2022
SIGNATURE _____ DATE _____
ADDRESS: PO Box 7016, Issaquah, WA 98027

PROPERTY DESCRIPTION:

TAX PARCEL NUMBER: 8843500150

And

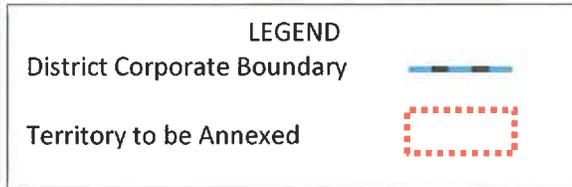
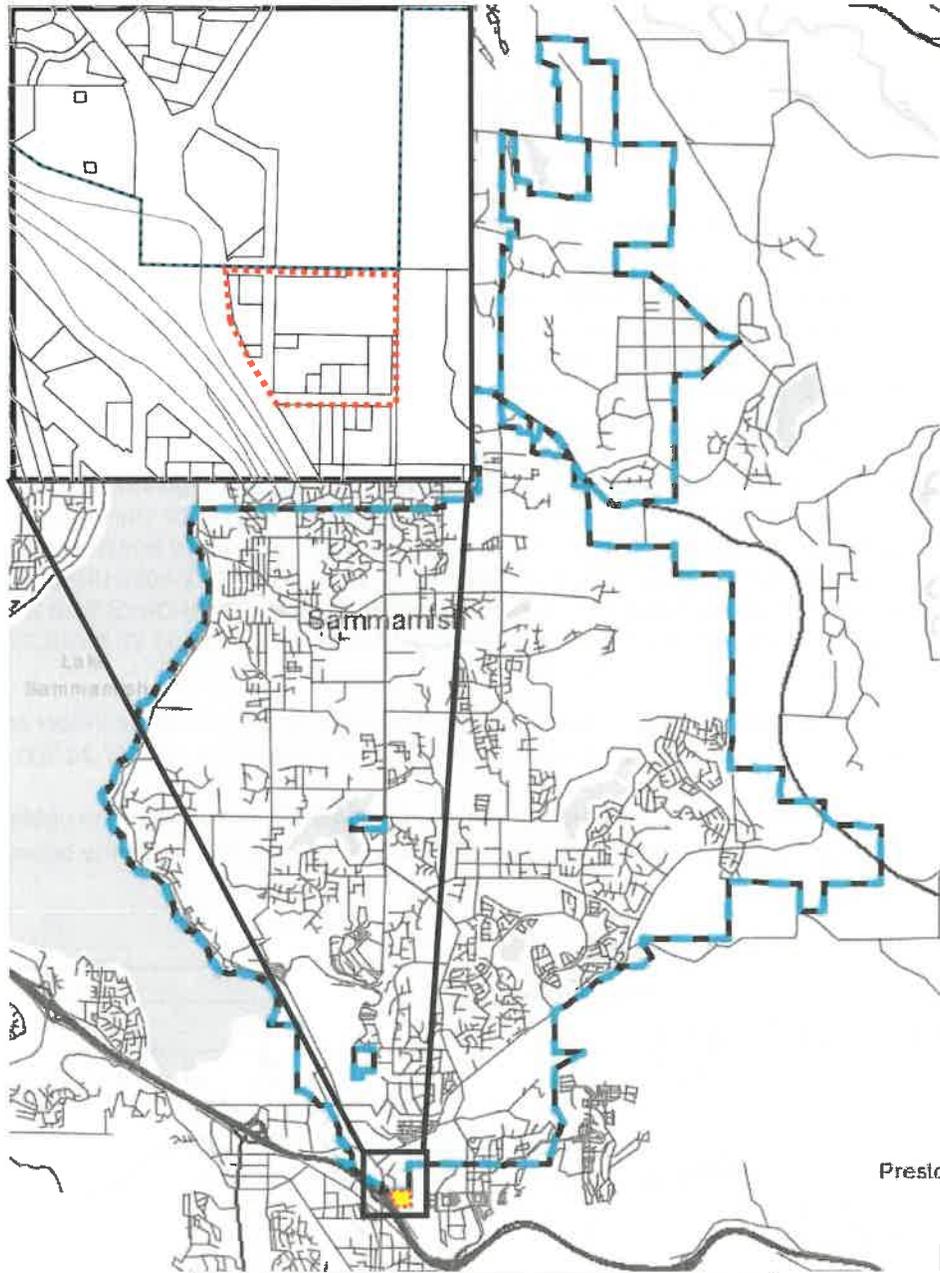
LEGAL DESCRIPTION: ALL LOCATED IN SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON AS FOLLOWS:; LOTS 6, 7, 8, 9 AND 10 IN BLOCK 3 OF; HERBERT S. UPPERS FIRST ADDITION TO ISSAQUAH, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 13, IN KING COUNTY WASHINGTON; ; TOGETHER WITH THAT PORTION NE LOCUST STREET AND 3RD AVE NE ADJOINING, WHICH, UPON VACATION, ATTACHES TO SAID PROPERTY BY OPERATION OF LAW

For District Staff Only:

Petition filed with the Secretary of the Board of Commissioners of the Sammamish Plateau

Water and Sewer District this 9th day of June, 2022.

EXHIBIT A
ANNEXATION OF TERRITORY TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE
NE 1ST & JUNIPER AREA



PETITION FOR ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE

TO: BOARD OF COMMISSIONERS
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
1510 – 228th Avenue SE, Sammamish, Washington 98075

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We further state that the annexation of said territory will be conducive to the public health, welfare and convenience and will be of special benefit to the land included within the boundaries of said territory.

NAME(S) (Printed) Ryika Hooshangi
Sammamish Plateau Water & Sewer District

(Title) Board President

SIGNATURE [Signature] DATE 4/12/22

SIGNATURE _____ DATE _____

ADDRESS: 1510 228th Ave SE, Sammamish, WA 98075

PROPERTY DESCRIPTION:

TAX PARCEL NUMBER: 8843500120

And

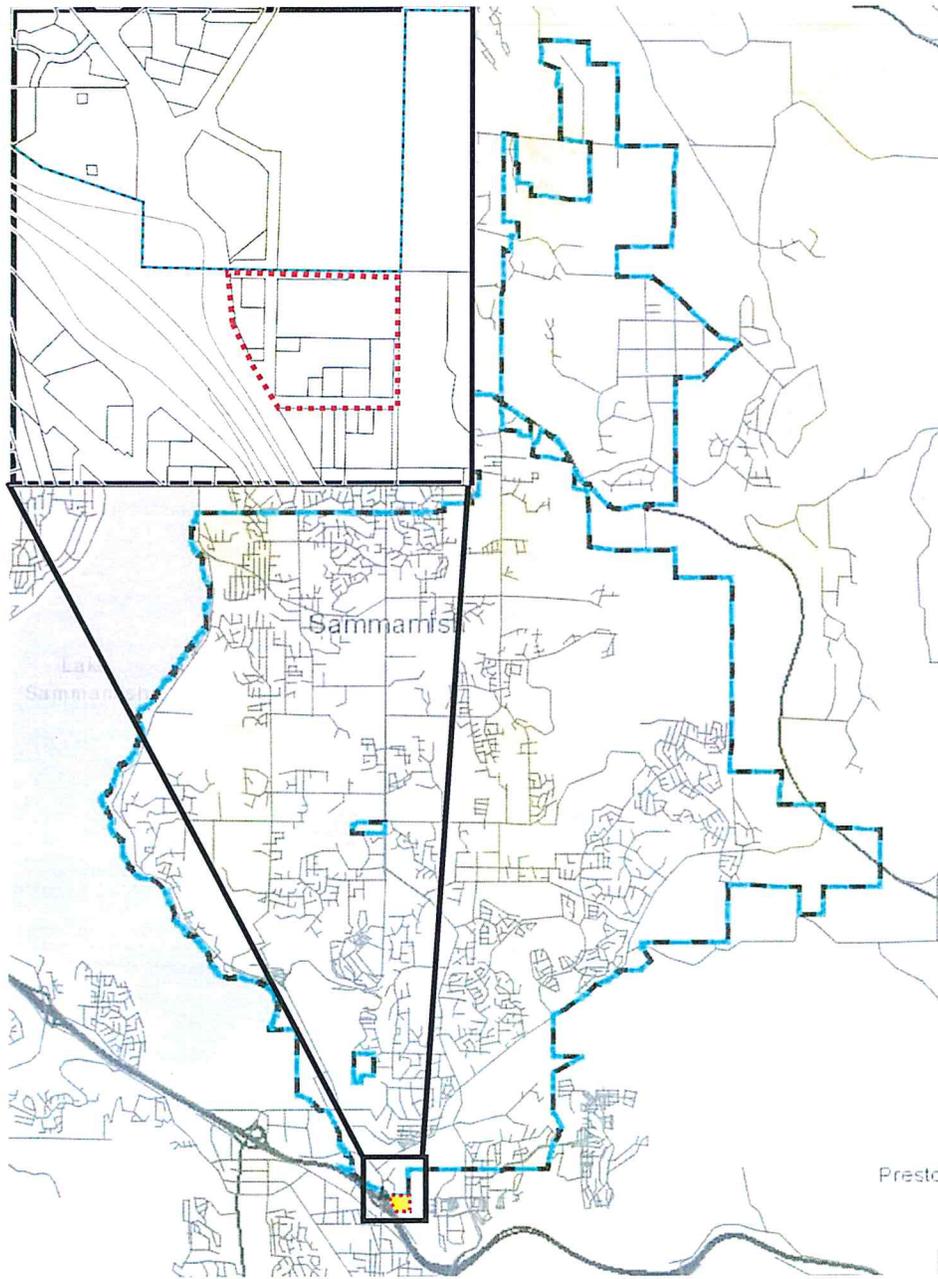
LEGAL DESCRIPTION: ALL LOCATED IN SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON AS FOLLOWS:; LOTS 1 AND 2 AND THE NORTH 150 FEET OF LOTS 3 AND 4 IN BLOCK 3 OF; HERBERT S. UPPERS FIRST ADDITION TO ISSAQUAH, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 13, IN KING COUNTY WASHINGTON; ; EXCEPT THE EAST 74.20 OF THE SOUTH 97.05 FEET OF SAID LOT 2; AND EXCEPT THE NORTH 70 FEET OF SAID LOT 1

For District Staff Only:

Petition filed with the Secretary of the Board of Commissioners of the Sammamish Plateau

Water and Sewer District this 12th day of April, 2022.

EXHIBIT A
ANNEXATION OF TERRITORY TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE
NE 1ST & JUNIPER AREA



LEGEND	
District Corporate Boundary	
Territory to be Annexed	

PETITION FOR ANNEXATION TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE

TO: BOARD OF COMMISSIONERS
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
1510 – 228th Avenue SE, Sammamish, Washington 98075

We, the undersigned, constituting the owners, according to the records of the King County Auditor, of not less than 60% of the area of land described as follows and as depicted on Exhibit A ("Property") attached hereto and by this reference made a part hereof,

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST (JORDAN AVE) WITH THE EASTERLY RIGHT OF WAY MARGIN OF 3RD AVE NE (ALDER ST) AS SHOWN ON HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 12 OF PLATS, PAGE 13; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY MARGIN TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY MARGIN OF NE JUNIPER STREET (MELROSE AVE); THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF SR 90; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY MARGIN TO THE SOUTHWESTERLY CORNER OF THE SOUTH 60 FEET OF THE NORTH 120 FEET LESS ROADS, LOT 5, BLOCK 4, HERBERT S. UPPER'S FIRST ADDITION TO ISSAQUAH; THENCE NORTHWESTERLY ALONG THE WEST LINE THEREOF AND THE WEST LINE OF PARCEL C OF IS LLA 16-00005 RECORDED UNDER RECORDING NUMBER 20160726900008 TO THE INTERSECTION OF THE NORTHWESTERLY EXTENSION OF SAID WEST LINE WITH THE WESTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY MARGIN OF NE LOCUST ST; THENCE EASTERLY ALONG SAID EXTENSION TO THE POINT OF BEGINNING.

respectfully petition that said property be annexed to Sammamish Plateau Water and Sewer District of King County, Washington as provided by RCW 57.24.070 through RCW 57.24.100.

We further state that the annexation of said territory will be conducive to the public health, welfare and convenience and will be of special benefit to the land included within the boundaries of said territory.

NAME(S) (Printed) Ryika Hooshangi
Sammamish Plateau Water & Sewer District

(Title) Board President

SIGNATURE  DATE 4/12/22

SIGNATURE _____ DATE _____

ADDRESS: 1510 228th Ave SE, Sammamish, WA 98075

PROPERTY DESCRIPTION:

TAX PARCEL NUMBER: 8843500121

And

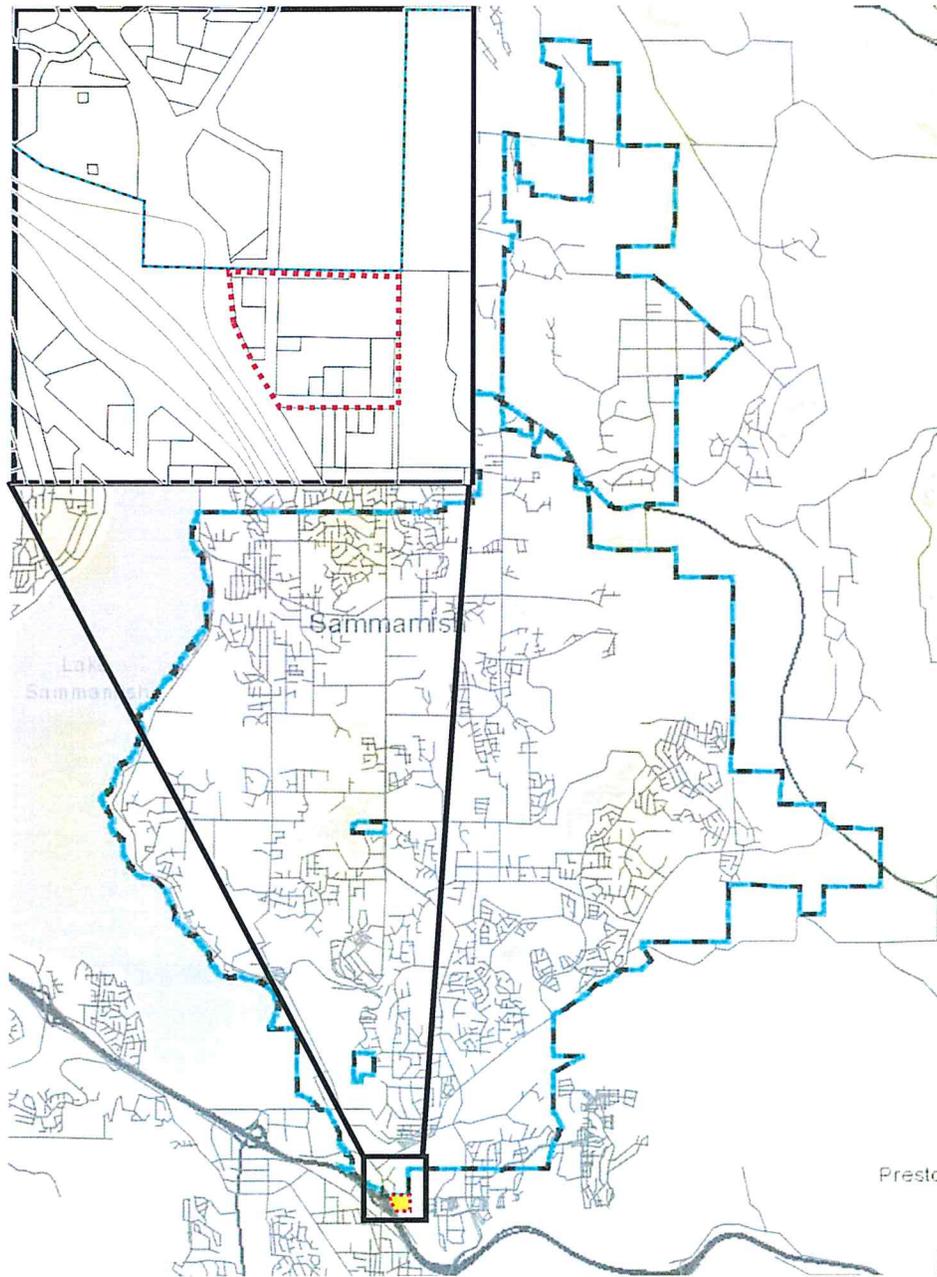
LEGAL DESCRIPTION: ALL LOCATED IN SECTION 27, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON AS FOLLOWS:; THE NORTH 70 FEET OF LOT 1, BLOCK 3 OF; HERBERT S. UPPERS FIRST ADDITION TO ISSAQUAH, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 13, IN KING COUNTY WASHINGTON;

For District Staff Only:

Petition filed with the Secretary of the Board of Commissioners of the Sammamish Plateau

Water and Sewer District this 12th day of April, 2022.

EXHIBIT A
ANNEXATION OF TERRITORY TO
SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
FOR SEWER SERVICE
NE 1ST & JUNIPER AREA



LEGEND	
District Corporate Boundary	
Territory to be Annexed	

SECRETARY'S CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Secretary of the Board of Commissioners of Sammamish Plateau Water and Sewer District, King County, Washington (the "District"), and keeper of the records of the Board of Commissioners (herein called the "Board") DO HEREBY CERTIFY:

1. That the attached are true and correct copies of Petitions for Annexation for Tax Parcels 8843500120 and 8843500121 (herein called the "Petitions") of the Board as finally approved at a regular meeting of the Board held on the 11th day of April, 2022, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the approval of the Petitions and directing the Board President to sign the Petitions on behalf of the District; that all other requirements and proceedings incident to the proper approval of the Petitions have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of April, 2022.

By  _____
Mary Shustov
Secretary of the Board