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CITY OF LAKE STEVENS

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Please print or type information

Document Title (or transactions contained therein): Amendment No. 3 to City of Lake Stevens and Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement

Grantor(s) (Last name first, then first name and initials): City of Lake Stevens
Lake Stevens Sewer District

_____ Additional names on page ____ of document.

Grantee(s) (Last name first, then first name and initials): City of Lake Stevens
Lake Stevens Sewer District

_____ Additional names on page ____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.): N/A

_____ Additional legal is on page ____ of document.

Reference Number(s) of Documents assigned or released: 200604250536

200604250552

_____ Additional legal is on page ____ of document.

Assessor's Property Tax Parcel/Account Number: N/A

_____ Property Tax Parcel ID is not yet assigned

_____ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AMENDMENT No. 3 TO CITY OF LAKE STEVENS AND LAKE STEVENS SEWER DISTRICT UNIFIED SEWER SERVICES AND ANNEXATION AGREEMENT

THIS AMENDMENT is made and entered into this 2nd day of March 2009, by and between the Lake Stevens Sewer District, a special purpose district of the State of Washington, hereinafter referred to as the "District", and the City of Lake Stevens, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

- A. WHEREAS, the District and the City entered into a UNIFIED SEWER SERVICES AND ANNEXATION AGREEMENT relating to the provision of public sewer service in the Lake Stevens Urban Growth Area ("UGA"); and
- B. WHEREAS, the Agreement describes, *inter alia*, the unification of the sewerage system within the UGA and coordination of capital projects and annexations affecting the sewerage system; and
- C. WHEREAS, the District is currently in the process of constructing a new wastewater treatment plant (the "Sunnyside WWTP"); and
- D. WHEREAS, the City and the District have obtained loans through the Public Works Trust Fund for the design and construction of the Sunnyside WWTP and desire to administer those loans in accordance with Section 4.9 of the Unified Sewer Services and Annexation agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the District and the City agree that the UNIFIED SEWER SERVICES AND ANNEXATION AGREEMENT is hereby amended as follows:

1. The City's PWTF loan amount is \$10,000,000 with a fifteen percent (15%) matching funds and an interest rate of one-half of one percent (0.5%). The District covenants and agrees that all loan payments and the matching amount will be paid by the District from the revenue of the unified sewer system. Sixty (60) days prior to payment of PWTF loan interest and principal, the City will forward a copy of the invoice to the District requesting funds to cover the amount due. The District will remit to the City the installment payment within thirty (30) days of invoicing. (The timing of invoicing and remittance may be adjusted by mutual agreement of the parties to comply with their respective administrative requirements and all payment requirements of the City's PWTF Loan Agreement.) Repayment of the City's PWTF loan shall be on parity with the District's PWTF loan.
2. The District Agrees that it shall set all rates, fees and charges at a level sufficient to cover and satisfy all debt service and match requirements of the City's PWTF Loan Agreement for the term of said loan.

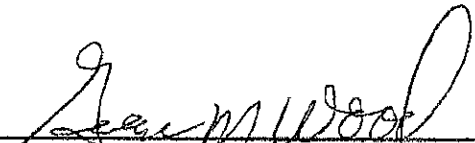
3. Incorporation by Reference: Except as set forth herein, the UNIFIED SEWER SERVICES AND ANNEXATION AGREEMENT and Amendments No. 1 and No. 2 thereto are hereby reaffirmed and incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate as of the day first indicated above.

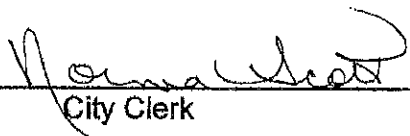
CITY OF LAKE STEVENS

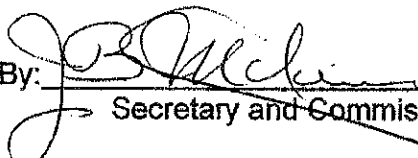
By: 
Mayor


LAKE STEVENS SEWER DISTRICT:

By: 
President and Commissioner

ATTESTED:

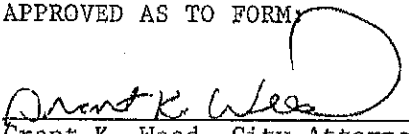

City Clerk

By: 
Secretary and Commissioner

By: 
Commissioner

Date approved by City Council Feb. 9, 2009.

APPROVED AS TO FORM


Grant K. Weed, City Attorney