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September 20, 2006

Elissa Benson
Supervisor, Annexation Initiative
Regional Governance Group
Office of the King County Executive
701 Fifth Ave., Suite 3200
Seattle, WA 98104

Re: Letter to Lenora Blauman dated September 12, 2006

Dear Ms. Benson:

I am the attorney for the Washington State Boundary Review Board for King County, and write in response to your letter to Ms. Blauman dated September 12, 2006. In your letter, you inquire as to whether the North Highline Unincorporated Area and the South Park Unincorporated Area are "contiguous", and further inquire as to whether the Board has the authority, as a matter of state law, to expand a proposed annexation of the North Highline Unincorporated Area to include the South Park Unincorporated Area. Your letter encloses a map of these areas, and the statements contained in this letter are based upon the depiction of those areas on that map.

If one conducted an exhaustive review of the Revised Code of Washington, one would find the term "contiguous" appears in scores of different and unrelated statutory schemes. While the term appears in numerous chapters of the Code, there are only two or three chapters that contain any specific definition of the term. Neither the boundary review board statutes nor the municipal annexation statutes contain a specific definition. In the absence of a specific definition, the rules of statutory construction teach us to use the common and ordinary meaning of words.

The American Heritage Dictionary of the English Language, Fourth Edition, (2000) defines contiguous as 1) ...Sharing an edge or boundary; touching. 2. Neighboring; adjacent. 3a. Connecting without a break: the 48 contiguous states. b. Connected in time; uninterrupted; served...

In the context of annexations, RCW 35.13 *et. seq.* requires that areas to be annexed to a city must be contiguous to the annexing city. It has been my consistent view that the term "contiguous", in

Elissa Benson
September 20, 2006
Page 2

the context of municipal annexations, means adjoining and touching. Based upon my review of the map enclosed with your letter, the North Highline Unincorporated Area and the South Park Unincorporated Area are not "contiguous".

Your question regarding the Board's authority to expand is complex and involves a number of considerations. Expansion, of course, is modification of a specific proposal before the Board. The authority of the Board to modify is controlled by RCW 36.93.180 which provides, in pertinent part:

The board **shall not modify or deny a proposed action** unless there is **evidence on the record** to support a conclusion that **the action is inconsistent with one or more of the objectives under RCW 36.93.180**. Every such determination to modify or deny a proposed action shall be made in writing pursuant to a motion, and shall be supported by appropriate written findings and conclusions, based on the record.

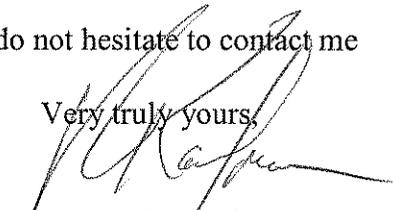
Emphasis added.

As you can appreciate, the legislative presumption is for Board approval of a proposal unless it is inconsistent with one or more of the Board's objectives. You should not assume that the Board would expand any proposed annexation unless such modification is supported by the record, and you should not assume that the Board makes any type of advisory opinion regarding the issues raised in the last paragraph of the first page of your letter.

However, I do not believe it would be appropriate for a boundary review board to expand a proposed annexation by adding noncontiguous territory. Such an expansion would violate the provisions of RCW 35.13 *et. seq.* cited above. Moreover, in the case of the King County BRB, such modification would be inconsistent with its own Rules of Practice and Procedure. Rule IV.A.3, "Single Parcels Only", specifies that a Notice of Intention "shall describe no more than one parcel of land, that is, a parcel whose boundary is defined by a single continuous line."

If you have any further questions, please do not hesitate to contact me

Very truly yours,



Robert C. Kaufman
Special Assistant Attorney General

RCK/jmr

cc: Ms. Lenora Blauman