

**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, _____, ("Effective Date") between the Sammamish Plateau Water & Sewer District, a municipal corporation ("District") and _____ ("Developer").

RECITALS:

A. District is a duly organized water and sewer district under the laws of the State of Washington, and is empowered to furnish both water and sewer service, to property owners within or without the District in the manner provided by law; and

B. Developer previously entered into a Developer Extension Agreement ("DEA") dated the ____ day of _____, _____, for the construction and installation of water and/or sewer extensions to serve Developer's property which is described on Exhibit "A" attached hereto; Developer completed installation of such extensions in accordance with the terms of the DEA, portions of which make utility service available to real property other than the Developer's property within (and without) the District hereinafter known as the benefited properties ("Benefited Properties"), described on Exhibit "B" attached hereto; the owners of such Benefited Properties have not contributed to the cost of the extensions ("Extension Facilities") installed by Developer; and Developer is entitled to reimbursement from real property owners seeking connection to or use of such Extension Facilities for the cost of such Extension Facilities in excess of Developer's pro rata share therefor which costs have been determined as set forth below; and

C. District will collect charges from the owners of Benefited Properties within (and without) the District connecting to or using the Extension Facilities; and such charges are the sole source of funds for the District from which reimbursement to Developer can and will be made, as and when the same are collected; and

D. District is authorized to enter into a reimbursement agreement with Developer under the provisions of Chapter 57.22 RCW; and the parties desire to enter into a written reimbursement agreement ("Agreement") with reference to the foregoing matter, now, therefore,

IN CONSIDERATION of the following terms and conditions, the District and the Developer agree as follows:

1. Records/Costs. After completion of the construction of the Extension Facilities, Developer will certify to the District the final design, engineering, construction and restoration costs incurred by Developer in constructing the Extension Facilities and submit such supporting vouchers, invoices and other data as the District may require to substantiate the certified costs. The executed, notarized Agreement, all exhibits, and all supporting documentation must be submitted to the District before the Extension Facilities will be accepted by the District. Any changes or additional information requested by the District must be submitted to the District within 21 days of District notification to the Developer. District reserves the right to approve or reject the certified costs as reasonable and subject to reimbursement. The District shall allocate the cost of the Extension Facilities among Developer's property and the Benefited Properties on a pro rata share basis. However, the District reserves the right to allocate such costs in any manner conforming with applicable law and the policies of the District.

2. Charges. District shall require owner(s) of the Benefited Property to pay a reimbursement charge determined in accordance with the terms of this Agreement. The reimbursement charge shall be payable in total at the time of such owner's connection to or use of the Extension Facilities. The amount of such reimbursement charge to be collected prior to such connection is set forth on Exhibit "C" attached hereto; such charges may include, but are not limited to, pro rata share of District legal, engineering, administrative, set-up, handling and actual costs of the Extension Facilities. Such reimbursement charges shall be in addition to all other District charges in effect at the time of seeking connection to such Extension Facilities. Upon application by Benefited Property owners, the District may further segregate reimbursement charges attributed to property connecting to the Extension Facilities. All costs of such segregation shall be borne by the party requesting such segregation.

3. Developer Charge. The District shall deduct the sum of \$150.00 ("Developer Charge") for each reimbursement payment received before the Developer shall be entitled to receive the balance of such payment. Such base fee and charges herein described shall be collected by the District for costs and expenses incurred in connection with the administration of this Agreement.

4. Recording, Liens. This Agreement shall be recorded in the office of the King County Auditor, King County, Washington, upon execution by the District and the Developer. Such Agreement shall constitute a lien and record notice upon the property described in Exhibit "B" not contributing to the original cost of the Extension Facilities installed by Developer under the provisions hereof and shall be binding upon the present owner thereof, and all successors and assigns to those respective parties in accordance with Chapter 57.22 RCW. When paid by any party seeking connection to the Extension Facilities, the lien shall be satisfied and discharged of record. Developer hereby appoints the Secretary of the Board of Commissioners, or his/her successor, as its attorney-in-fact, to prepare, execute and file for record with the King County Recorder a document appropriate to cancel and release the lien, charge or obligation of the Benefited Property owner paying the reimbursement amount to District, which will describe with particularity the property so connecting and paying the reimbursement amount, and thereupon this agreement shall no longer apply to such property. This appointment as attorney-in-fact is irrevocable during the existence of this Agreement.

5. Developer Contact Information: The Developer shall provide the District with contact information ("Contact Location"). The initial Contact Location shall be provided as follows:

Contact Information and Address for Receipt of Reimbursement Funds

(Printed Name of Developer's Representative)

(Company Name)

(Mailing Address)

(City, State, Zip code)

(Telephone/FAX)

The Developer shall inform the District, in writing, of their current Contact Location every two years plus sixty (60) days from the Effective Date (“Contact Update Dates”), or sooner of company name, address, or telephone number for the receipt of reimbursement funds.

If the Developer fails to submit their current Contact Location to the District at least every two years plus sixty (60) days from the Contact Update Dates noted above the District may terminate the right of the Developer to receive any reimbursement charges collected by the District after such Contact Update Date as described in Section 7 of this Agreement.

The notification of current Developer Contact Location shall be sent to the District at the following address, unless the District provides written notification to Developer of a change in District address as follows.

District Contact Information

General Manager
Sammamish Plateau Water and Sewer District
1510 – 228th Avenue SE
Sammamish, WA 98075
(425) 392-6256

6. Payment Procedure. The District will pay any reimbursement charges collected to Developer, less the Developer Charge, within sixty (60) days following receipt thereof, District to follow its established procedures of depositing such funds received with the King County Treasurer and drawing upon the same and making payment by King County Treasurer warrant in the manner provided by law. The District shall forward reimbursement funds referenced herein to Developer at the address provided by the Developer as their Contact Location.

As a condition of receiving such reimbursement funds, Developer shall execute a receipt to the District for such reimbursement amounts so paid upon the receipt form provided by District. Such form shall include the name of the Benefiting Property owner making payment of such amount to the District and the legal description of the Benefited Property connecting to the Extension Facilities.

In the event of a dispute as to the rightful party to receive such funds, the District may pay the same to the Developer referenced herein or interplead such funds to the court; in either event, District shall thereupon be relieved of any further obligation or of liability hereunder as to such reimbursement funds so paid.

7. Termination of Developer’s Right to Receive Reimbursement. In the event the District collects reimbursement charges from owners of Benefited Property and the Developer has failed to comply with the requirements of Section 5 of this Agreement, the District will attempt to contact the Developer by mail at their most recent Contact Location and request the Developer provide, within 60 days from the date of mailing of the request, written confirmation and update of their current Contact Location. If the Developer fails to submit an Updated Contact Location within the 60-day period, the right of the Developer to receive reimbursement charges collected by the District shall terminate, and any reimbursement charges collected by the

District following the Contact Update Date shall be collected and retained by the District and deposited in the District's capital fund for expenditure by the District.

8. Term. This Agreement shall remain effective for a period of fifteen (15) years from the date set forth on page one (1) of this Agreement as to any Benefited Property for which a connection application is submitted to the District during such fifteen (15) year term. Developer shall have no further claim as to monies collected from any Benefited Properties after the expiration of the fifteen (15) year term.

9. Agreement Implementation. The District will use its best efforts to collect and distribute the reimbursement funds pursuant to the process set forth in this Agreement. However, the District, its officials, employees or agents shall not be held liable or responsible for failure to implement any of the provisions of this Agreement unless such failure is willful or intentional.

10. General. All exhibits referred to herein are by this reference made a part hereof as though set forth in full. This Agreement is binding upon the heirs, executors, administrators, successors and assigns, of each of the parties hereto.

11. Assignment. The Developer shall not assign its rights and obligations under this Agreement without the prior written consent of the District. In the event of an assignment, such person or entity shall be referred to as the "Developer" or "Developer's Assigns".

12. Effective Date. This Agreement shall be effective upon the date set forth on page one (1) of this Agreement ("Effective Date").

SAMMAMISH PLATEAU WATER &
SEWER DISTRICT ("District")

("Developer")

By _____

By _____

Its _____

Its _____

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

EXHIBIT B
LEGAL DESCRIPTION OF BENEFITED PROPERTY(IES)

EXHIBIT C
DESCRIPTION OF REIMBURSEMENT