

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

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
COMMITMENT TO PAY THE
SE 20TH SEWER PROJECT LOCAL FACILITY CHARGE AGREEMENT

Reference #'s None

Grantor(s): «Property_Owner»
 «Mailing_Address»
 «CityStateZip»

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

Legal Description Section 04, Township 24 North, Range 06 East
 Additional legal description is on page8 of document.

Tax Parcel ID «Tax_Parcel»

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

COMMITMENT TO PAY THE SE 20TH SEWER PROJECT LOCAL FACILITY CHARGE AGREEMENT

THIS AGREEMENT (“Agreement”) is made by and between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and «Property Owner» ("Owner") (Individually a “Party” and collectively “Parties”).

SECTION 1: RECITALS

1.01 The District is considering installation of sewers in SE 20th (“Project”) in conjunction with the City of Sammamish Non-Motorized Improvement Project, and desires to allow property owners to participate with the District to extend sewers to the SE 20th Street area between 228th and 212th Avenues SE, to pay their equitable share of the cost of the Project when the sewers have been installed, and at their option to connect their properties to and receive sewer service from the Project..

1.02 The District has been requested by certain property owners to extend sewer facilities to provide sewer service to the area and depicted on Exhibit “A” attached hereto and incorporated herein by this reference (“Project Area”).

1.03 Owner is the owner of certain real property located in King County and legally described on Exhibit "B" attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's sewer service area and within the Project Area.

1.04 Owner desires to pay for their equitable share of the cost of the Project. The Owner and the District now desire to set forth the terms and conditions of the Owner's participation in the Project.

1.05 Therefore, the Parties, in consideration of the following terms and conditions, now agree as follows:

SECTION 2: SE 20TH SEWER PROJECT FORMATION

2.01 District has prepared a cost estimate for the extension of sewer facilities to provide sewer service to the Project Area, which includes all estimated costs associated with such provision of sewer service such as surveying and engineering, design, project administration, legal services, easement acquisition, permits, construction, and restoration (“Project Cost Estimate”) of \$2,434,922. A summary of the Project Cost Estimate is provided on Exhibit C, attached hereto and incorporated herein by this reference.

2.02 District has calculated an equitable pro-rata share of the Project Cost Estimate for each property within the Project Area, representing each property's estimated individual Project Property Local Facility Charge ("Property LFC"). The maximum individual Property LFC that will be charged to the Property is the Property LFC plus ten percent (10%), the ("Maximum Property LFC"). Both the Property LFC and Maximum Property LFC are provided in Exhibit C.

2.03 Owner understands that the existence of on-site sewage service for the Property was not considered in the calculation of the individual Property LFC; and that any such individual Property LFC in relation to benefit derived by the Property to be served was made on the basis that Property does not receive wastewater service.

2.04 The District Board of Commissioners will make a determination of whether to proceed with the Project based on its consideration of the public bids received to construct the Project and the number of Agreements it receives for the Project.

2.05 This Agreement will automatically terminate on January 1, 2010 if the District does not determine to proceed as described above in Section 2.04 and has not started construction prior to that date.

2.06 Unless the District's consideration of the Project is terminated pursuant to Section 2.05, the Agreements will be accepted by the District for the Project until close of business (4:00 PM) on December 31, 2009.

SECTION 3: SE 20TH SEWER PROJECT DISTRICT RESPONSIBILITIES

3.01 District agrees to proceed with and construct the Project, if all applicable terms and conditions of this Agreement are satisfied and performed and the District Board of Commissioners, in its sole discretion, determines to proceed.

3.02 Following construction of the Project the District shall prepare a Final Project Cost Summary and adopt Project Property LFCs for each property by resolution. The District shall record the Project Property LFCs with the King County Office of Records and Elections.

3.04 Following construction of the Project and adoption of the Project Property LFCs the District shall notify Owner by Certified Mail ("Notice") that sewer service to the Property is available.

SECTION 4: SE 20TH SEWER PROJECT OWNER RESPONSIBILITIES

4.01 Owner agrees to participate in and pay Owner's equitable share of the Project as set forth herein for the purpose of constructing a District sewer system, to serve the Property.

4.02 Owner agrees that within sixty (60) days of the date of Notice from the District of the availability of sewer service to the Property, such availability as defined by the District in its sole discretion, Owner shall:

- i) Pay the District the Property LFC for the Property up to the Maximum Property LFC as determined through the Project and as further described in this Agreement.

4.03 Owner further agrees that **when** Owner applies to the District for the connection of the Property to the sewer system Owner will:

- i) Execute a District Side Sewer Application
- ii) Pay all additional District Connection Charges for sewer service, including but not limited to:
 - a) Sewer General Facility Charge
 - b) Side Sewer Inspection Permit Fee
 - c) Right-of-Way Permit Fee, if a Right-of-Way Permit is required
 - d) Grinder Pump Maintenance Agreement recording charges (if a grinder pump is necessary to provide sewer service to the property).
- iii) Execute a King County Sewer Use Certification form
- iv) Execute a District Grinder Pump Maintenance Agreement if a grinder pump is necessary to provide sewer service to the property
- v) Have a side sewer installed to connect any structures on the Property to the sewer system and use a Side Sewer Contractor licensed by the District to install side sewers. Connection shall be per District standards and specifications in effect at the time of such connection.
- vi) Abandon any on-site septic system(s) per King County Department of Health Regulations, at Owner's sole expense.

4.04 Owner agrees that 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 financed through a District finance agreement, the payment of those fees and charges shall be in accordance with such finance agreement schedule.

4.05 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 sewer collection facilities and side sewer inspection charges, shall be determined and paid in accordance with all applicable District policies, procedures and rates in effect at the time of such connection.

4.06 If the Owner's Property is connected to the sewer system, Owner shall also be required to pay District sewer service rates and charges and shall be subject to and shall comply

with all applicable District resolutions, policies and procedures regarding the District's provision of sewer service to the Property.

SECTION 5: GENERAL PROVISIONS

5.01 This Agreement touches and concerns the Property and shall constitute a covenant running with the Property described on Exhibit "B". This Agreement shall be binding upon Owner, and Owner's heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections following its execution by the Parties herein, and award of the Project construction contract by the District.

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:	Ronald E. Little, Manager Sammamish Plateau Water and Sewer District 1510 - 228th Avenue S.E. Sammamish, Washington 98075
With a courtesy copy to	John W. Milne Inslee, Best, Doezie & Ryder, P.S. P. O. Box C-90016 Bellevue, Washington 98009-9016
Owner:	«Property_Owner» «Mailing_Address» «CityStateZip»

Any Party may, by written notice to the other, designate a different address or designee. Notice for the purposes of this Agreement shall be deemed to have been given on the date of personal delivery or date of posting in the mail.

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, including any such fees and costs incurred on appeal.

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 _____

By _____

Printed _____ (Owner)

Printed _____

Its _____ Dated _____

Its _____ Dated _____

By _____

Printed _____ (Owner)

Its _____ Dated _____

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 **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 _____

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

My Appointment Expires _____

EXHIBIT A
SE 20TH SEWER PROJECT AREA
DEPICTION

SE 20th Sewer Project, 212th to 228th Avenue SE

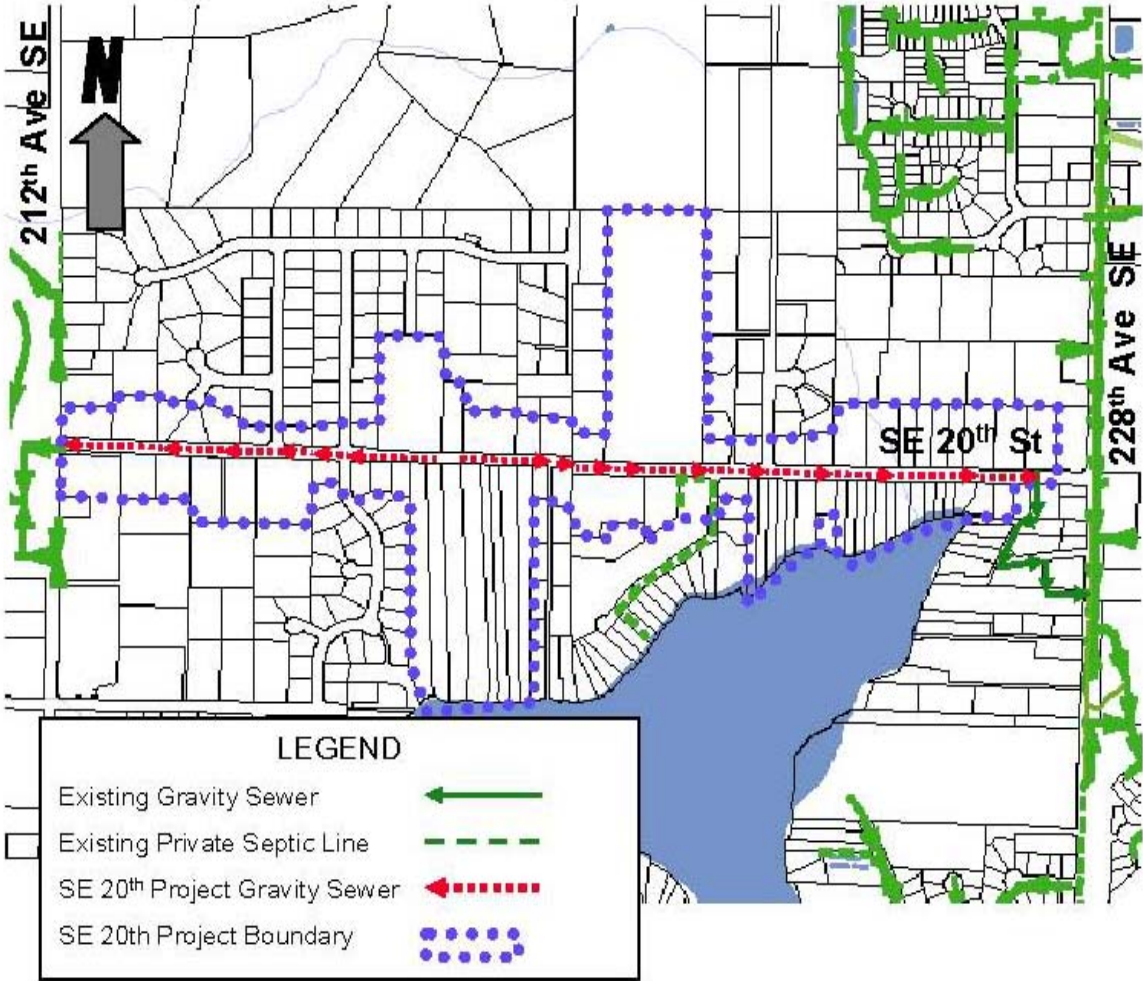


EXHIBIT B
OWNER'S PROPERTY
LEGAL DESCRIPTION

Tax Parcel. «Tax_Parcel»

«Legal_STR»
«Legal_Specific»
«Legal_Plat»

EXHIBIT C
SE 20TH SEWER PROJECT
COST ESTIMATE AND PROPERTY LOCAL FACILITY CHARGES

Total Project Cost Estimate = \$2,434,922

Category	
District Labor	\$99,800
District Expenses	\$5,000
Consultants	\$127,000
Easements	\$0
Permitting	\$2,500
Construction including 10% contingency	\$2,200,622
Project Total	\$2,434,922

Individual Property Local Facility Charge

For Tax Parcel: «Tax_Parcel»

Estimated Property Local Facility Charge = «Estimated Individual LFC»

Maximum Property Local Facility Charge = «**MAXIMUM Individual LFC**»