

APPENDIX F

Reimbursement Agreement

SAMMAMISH PLATEAU WATER & SEWER DISTRICT

REIMBURSEMENT AGREEMENT

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

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. Owner previously entered into a Developer Extension Agreement ("D.E. Agreement") dated the ____ day of _____, _____, for the construction and installation of water and/or sewer extensions to serve Owner's property which is described on Exhibit "A" attached hereto; Owner completed installation of such extensions in accordance with the terms of the D.E. Agreement, portions of which make utility service available to real property other than the Owner'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 Owner; and Owner is entitled to reimbursement from developers and real property owners seeking connection to and use of such extension facilities for the cost of such extension facilities in excess of Owner's fair 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 and using the Extension Facilities; and such charges are the sole source of funds for the District from which reimbursement to Owner can and will be made, as and when the same are collected; and

D. District is authorized to enter into a reimbursement agreement with Owner under the provisions of RCW 57.22; 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 Owner agree as follows:

1. Records/Costs. After completion of the Extension Facilities, Owner will certify to the District the final design, engineering, construction and restoration costs incurred by Owner in constructing the Extension Facilities and submit such supporting vouchers, invoices and other data as the District may require to substantiate the certified costs; District reserves the right to approve or reject such certified costs as reasonable and subject to reimbursement. The District shall allocate the cost of the Extension Facilities among Owner's property and the Benefited Properties on a fair 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 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. Payment. The District will pay any reimbursement charges collected to Owner 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 effecting payment by King County Treasurer warrant in the manner provided by law.

4. Owner Charge. The Owner shall pay the District a base fee of \$ 300.00 prior to the District's execution of this Agreement. The Owner shall also pay the District as a condition of receiving any reimbursement payments as provided herein the sum of \$50.00 for each such reimbursement payment before the Owner shall be entitled to receive 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.

5. 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 Owner. 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 Owner 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 RCW 57.22. When paid by any party seeking connection to the Extension Facilities, the lien shall be satisfied and discharged of record. Owner 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.

6. Payment Procedure. The District shall forward reimbursement funds referenced herein to Owner at the following address or to Owner's agent as authorized by Owner to the District in writing. As a condition of receiving such reimbursement funds, Owner or Owner's agent 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 Owner 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. Term. This Agreement shall become effective upon the date of the last party's execution hereof and shall remain effective for a period of fifteen (15) years as to any Benefited Property for which a connection application is submitted to the District during such fifteen (15) year term. Owner shall have no further claim as to monies collected from any Benefited Properties after the expiration of the fifteen (15) year term.

8. 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.

9. 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.

10. Assignment. The Owner shall not assign the whole or any part of this Agreement without the prior written consent of the District.

SAMMAMISH PLATEAU WATER &
SEWER DISTRICT ("District")

("Owner")

By _____

By _____

Its _____

Its _____

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 they signed this
instrument, on oath stated that they were 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 _____
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were 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 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
LEGAL DESCRIPTION OF OWNER'S PROPERTY

EXHIBIT B
LEGAL DESCRIPTION OF BENEFITED PROPERTY (IES)

EXHIBIT C
DESCRIPTION OF REIMBURSEMENT