

APPENDIX G

Developer Extension Agreement

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

DEVELOPER EXTENSION AGREEMENT

Extension

Developer

Date

Water

Sewer



SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

1510 – 228th Avenue SE

Sammamish, Washington 98075

Telephone Number: (425) 392-6256

Fax Number: (425) 391-5389

COMMISSIONERS

Robert E. George, Commissioner

Steve W.F. Stevlingson, Commissioner

Thomas C. Harman, Commissioner

GENERAL MANAGER

Ronald E. Little, P.E.

PLANNING ENGINEER

Jay Regenstreif, P.E.

ENGINEERING MANAGER

Lisa D. Tobin, P.E.

DEVELOPER EXTENSION COORDINATOR

Jan M. Wang

ENGINEERING STAFF

James E. Konigsfeld, P.E.

Nancy Smith

Tim Wallace

Kyle Wong

GIS STAFF

Richard Thomas, P.E.

Guy Kowalski

INSPECTORS

Jon Bork

Mike Lillejord

Jim Krieg

ATTORNEY

John Milne, Attorney

Inslee, Best, Doezie, & Ryder

Rainier Plaza, Suite 1900

777 - 108th Ave. N.E., P.O. Box C-90016

Bellevue, Washington 98009-9016

Telephone Number: (425) 455-1234

Fax Number: (425) 635-7720

Development Name: _____
 Water _____ and/or Sewer _____

CHECKLIST

Preliminary Fee Phase

1. Development Proposal Provided to District with Application _____
2. Equivalent Residential Units (ERUs) Calculated _____
3. District Check Compliance with Comprehensive Plans _____
4. Determine if Project within Urban Growth Boundary (sewer) _____
5. Developer Sign Developer Extension Agreement _____
6. **Pay Partial Preliminary/Certificate Fees** Receipt # _____
7. Complete Certificate of Water and/or Sewer Availability _____
8. District Approves Extension Agreement by Resolution # _____
 and Provides Certificate(s) & Signed Agreement to Developer _____
- ** **Preliminary Fees Remaining Due Within 30 days of County or City Approval
 of Process/Procedure for Certificate issued w/this DE or no later than
 at the time of initiation of the Design/Inspection Phase of the DE.** _____
9. Reevaluate ERU Calculations _____
10. **Pay Preliminary Fees Remaining** Receipt # _____

=====

Design Phase

11. Engineer Chosen _____
12. District Provided with _____
 - a. Approved Preliminary Plat _____
 - b. Road, Storm and Grading Plan/Profiles _____
 - c. Contour Maps _____
13. Pre-Design Meeting _____
 - a. District Standards Sheets Provided to Project Engineer _____
 - b. Surrounding Facility Plans Copied _____
14. Receive Design Drawings (3 sets) _____
15. Design and Inspection Fees Calculated _____
16. **Payment of Design/Inspection Fees** Receipt # _____
17. Final Plan Approved/Mylars Signed by District _____
18. District Plan Sets Made # _____
 - a) District Original (Paper if Dev. Eng.) 1
 - b) In house copy/Flat File 1
 - c) Inspectors 2
 - d) Permits/Approvals
 - 1) Right of Way - Water 3
 - 2) Right of Way - Sewer 3
 - 3) Department of Ecology - Sewer 2
 - 4) King County DNR - Sewer 1
 - 5) DOH - Water if not exempt
 - 6) Other - _____

Development Name: _____
 Water _____ and/or Sewer _____

19. Mylars Returned to Engineer if Project Engineer _____
 or _____
 Developer Plan Sets Made (including Std.s.) _____
 a) 5 sets blackline; or _____
 b) 1 set vellum _____
20. Permit/Approval Applications
- | | | |
|----------------------------------|------------|----------------|
| 1) Right of Way - Water | Sent _____ | Approved _____ |
| City of Sammamish Letter | Sent _____ | |
| 2) Right of Way - Sewer | Sent _____ | Approved _____ |
| City of Sammamish Letter | Sent _____ | |
| 3) Department of Ecology - Sewer | Sent _____ | Approved _____ |
| 4) King County DNR - Sewer | Sent _____ | Approved _____ |
| 5) DOH - Water if not exempt | Sent _____ | Approved _____ |
| 6) Other - _____ | Sent _____ | Approved _____ |

=====

Preconstruction Phase

21. Offsite Easements Acquired by Developer and Provided to District _____
22. Equipment and Material List Provided to District _____
23. Certificate of Insurance Provided to District _____
24. Copy of Contract for Water and/or Sewer Construction Provided to District for Cost Verification _____
25. Performance Guarantee Provided to District _____
26. Most Current District Standards Provided to Project Engineer for Inclusion with Copies of Construction Drawings _____
27. Preconstruction Conference at District Office _____

=====

Development Name: _____
 Water _____ and/or Sewer _____

Construction/Final Acceptance Phase

- 28. 48 Hour Notice to District of Construction Start _____
- 29. Construction, with Inspection by the District _____
- 30. Final Inspection Request by Contractor _____
- 31. Punchlist Prepared by District Inspectors _____
- 32. Punchlist Inspection Request by Contractor _____
- 33. **Punchlist Inspection Approved by District = Construction Final** _____ *

- 34. **As-Built Drawings**
 - a) Contractors Field Notes provided to District _____
 - b) Survey As-Built Information provided to District _____
 - c) District Inspector/Engineer review and approval of a) and b) _____
 - d) If plans by Dev. Eng.
 - 1) copy of a) and b) made for District Files _____
 - 2) a) and b) originals sent to Developer Engineer _____
 - 3) Dev. Eng. Returns 2 sets of prelim. As-Built Plans to District _____
 - 4) Dist. Inspector review and modify or approve prelim. As-builts, return to Dev _____
 - 5) Dev. Eng. return to District
 - A) Mylars with As-Built revisions _____ *
 - B) 7 sets of As-Built Plans _____ *
 - C) Scanned (.TIF) Files _____ *
 - D) As-Built AutoCAD files [original AutoCAD files if As-Builts not on AutoCAD] _____ *
 - e) If plans by District **or** _____ *
 - 1) District Staff prepare As-Built mylars _____ *

- 35. **Easements provided to District for recording** **Water** _____ *
Sewer _____ *
- 36. District Records Easements with King County _____

- 37. **Copy of Development Documents to be recorded with County Provided to District**
 - a) Verify Easement Locations _____ *
 - b) Verify Easement Restrictions _____ *

- 38. **Bill(s) of Sale Provided to District** **Water** _____ *
Sewer _____ *

- 39. Reevaluate ERU Calculations _____
- 40. Calculate Final Acceptance Fees _____

- 41. **Payment of Final Acceptance Fees** **Receipt #** _____ *

- 42. **Developer Provides Final Cost Summary for Construction of Water and/or Sewer Facilities** _____ *
- 43. **Maintenance Guarantee Provided to District** _____ *
- 44. **Backflow Prevention Assembly Test Report(s) Provided to District** _____ *
- 45. Letter to Health Dept. Stating District Acceptance _____

* Indicates Items required for Final Acceptance of the Developer Extension Agreement by the District. The Date of Final Acceptance is the Date that the last item required was received. The Maintenance Guarantee is to be in force for at least one year from the Date of Final Acceptance.

Development Name: _____
Water _____ and/or Sewer _____

One Year Post Acceptance Warranty Phase

- | | <u>YES / NO</u> |
|---|---------------------|
| 46. Approved System Use Prior to Final Asphalt Lift
If YES, Maintenance Guarantee is in effect until 1 year AFTER District final inspection and acceptance following the final lift of asphalt.
This means the Maintenance Guarantee will be in effect for a period longer than 12 months on the entire system. | <u> </u> |
| 47. Resolution Accepting Extension(s) adopted by the Board | <u> </u> |
| 48. District Accepts Meter and Side Sewer Applications | <u> </u> |
| 49. District Releases Performance Guarantee | <u> </u> |
| 50. Developer Request of Reimbursement Agreement if Appropriate | <u> </u> |
| 51. District prepare Reimbursement Agreement | <u> </u> |
| 52. Developer provides Copy of Recorded Development Documents | # <u> </u> |
| 53. Developer performs jetting of entire sewer system. | # <u> </u> |
| 54. Maintenance Guarantee Inspection Performed | <u> </u> |
| 55. Punchlist of Inspection Provided to Developer | <u> </u> |
| 56. Correction of Punchlist Items by Developer | # <u> </u> |
| 57. Current Backflow Prevention Assembly Test Report(s) provided to District | # <u> </u> |
| 58. District releases Maintenance Guarantee | <u> </u> |

Indicates items required for the release of the Maintenance Guarantee.

**SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
DEVELOPER EXTENSION AGREEMENT
TABLE OF CONTENTS**

		<u>Page</u>
<u>CHECKLIST</u>		C-1
 <u>GENERAL PROVISIONS, WATER AND SEWER</u>		
WS-1	DEFINITIONS.....	WS-1
WS-2	PURPOSE.....	WS-2
WS-3	DEVELOPER TO BE INFORMED.....	WS-2
WS-4	NO THIRD PERSON SHALL HAVE ANY RIGHTS HEREUNDER.....	WS-2
WS-5	AUTHORITY OF PROJECT ENGINEER.....	WS-2
WS-6	SELECTION OF PROJECT ENGINEER.....	WS-3
WS-7	AUTHORITY OF DISTRICT	WS-3
WS-8	OWNERSHIP OF PLANS	WS-3
WS-9	SPECIFICATIONS INCORPORATED BY REFERENCE.....	WS-3
WS-10	PERMITS.....	WS-3
WS-11	PERFORMANCE GUARANTEE.....	WS-3
WS-12	LIABILITY INSURANCE.....	WS-4
WS-13	INDEMNITY	WS-4
WS-14	NO DISCRIMINATION IN EMPLOYMENT.....	WS-4
WS-15	ATTORNEY'S FEES.....	WS-4
WS-16	GOVERNING LAWS.....	WS-4
WS-17	ROYALTIES AND PATENTS	WS-5
WS-18	CONTRACTORS	WS-5
WS-19	EXISTING UTILITIES OR OBSTRUCTIONS.....	WS-5
WS-20	MATERIAL AND EQUIPMENT LIST.....	WS-5

	<u>Page</u>
WS-21	GUARANTEE BY MANUFACTURER.....WS-6
WS-22	DETERMINATION OF "AS EQUAL"WS-6
WS-23	DEVELOPER'S SUPERVISIONWS-6
WS-24	COMPLIANCE WITH PUBLIC AUTHORITY.....WS-6
WS-25	OMISSIONS AND DISCREPANCIES.....WS-6
WS-26	USE OF COMPLETED PORTIONSWS-7
WS-27	POINTS AND INSTRUCTIONS.....WS-7
WS-28	STAKING OF WORK.....WS-7
WS-29	USE OF WATER.....WS-7
WS-30	INSPECTION AND TESTS.....WS-7
WS-31	PLANS AND SPECIFICATIONS ACCESSIBLE.....WS-7
WS-32	QUALITY OF MATERIALS AND WORKMANSHIPWS-8
WS-33	SAFETYWS-8
WS-34	SANITATIONWS-8
WS-35	SERVICE INTERRUPTIONS.....WS-8
WS-36	ACCESSWS-8
WS-37	PUBLIC HAZARD OR INCONVENIENCE.....WS-8
WS-38	TRAFFIC MAINTENANCE AND PROTECTIONWS-8
WS-39	CONFINEMENT OF CONTRACTOR'S OPERATIONS.....WS-9
WS-40	PROTECTION OF WORK AND PROPERTY.....WS-9
WS-41	OTHER WORK.....WS-9
WS-42	PAVEMENT REMOVAL.....WS-9
WS-43	CLEANUPWS-10
WS-44	FINAL INSPECTION AND ACCEPTANCE.....WS-10
WS-45	DEFECTIVE WORK AND CORRECTIVE ACTION.....WS-10
WS-46	RESTORATION OF IMPROVEMENTSWS-10
WS-47	"AS-BUILT" DRAWINGS.....WS-11

WS-48	MAINTENANCE GUARANTEE.....	WS-11
WS-49	LIENS	WS-11
WS-50	EASEMENTS.....	WS-11
WS-51	BILL OF SALE.....	WS-12
WS-52	CROSS CONNECTION CERTIFICATION.....	WS-12
WS-53	REIMBURSEMENT APPLICATION	WS-12
WS-54	RATES AND CHARGES.....	WS-12
WS-55	DEVELOPER EXTENSION AGREEMENT TERMINATION	WS-12

WATER AND/OR SEWER EXTENSION(S)

PROJECT INFORMATION.....	A-1
APPLICATION AND AGREEMENT TO CONSTRUCT EXTENSION(S) TO WATER AND/OR SEWER SYSTEM	
1. Location of Water and/or Sewer System Extension(s).....	A-2
2. Warranty of Authority.....	A-2
3. No Assignment Without District Approval.....	A-2
4. Description of Extension(s).....	A-2
5. Fees to be paid by the Developer.....	A-3
(A) Preliminary Fees.....	A-3
(B) Design and Inspection Phase Fees.....	A-4
(C) Final Acceptance Fees.....	A-5
Water Fee Summary Sheet.....	A-10
Sewer Fee Summary Sheet.....	A-14
Calculation Sheets:	
Equivalent Residential Unit (ERU) Calculations	A-17-a
General Facility Charge (GFC) Adjustments	A-17-c
Design/Inspection Phase Fee Rate Schedule	A-17-e
Supplemental Developer Agreement Fee Schedule.....	A-17-f
6. Preparation of Plans.....	A-18
7. Technical Detail and Specifications.....	A-19
8. Permits and Approvals by other Agencies.....	A-19
9. Performance Guarantee.....	A-19
10. Subletting and Subcontracting.....	A-20
11. Preconstruction Meeting.....	A-20
12. Final Acceptance - Conditions Precedent.....	A-21
13. Warranties of Developer.....	A-23
14. Procedure for Acceptance.....	A-23
15. Effect of Acceptance.....	A-23
16. Provision of Service.....	A-24
17. Phased Construction.....	A-24
18. Use and Operation of System Prior to Final Acceptance.....	A-25
19. Limitation of Period of Acceptance.....	A-25
20. Inspection/Corrections of Defects Occurring Within Warranty Period.....	A-25
21. Cleaning of Sewer System Within Maintenance Period.....	A-25
Signature Page	A-26

FORMS

Approval Block for Plans

Easements

- Easement for Water Lines
- Easement for Sewer Lines
- Temporary Construction Easement

Performance Guarantees

- Cash Performance and Pledge of Monies Agreement
- Performance Bond
- Sample Letter of Credit Form Acceptable to the District

Material and Equipment List

Certificate of Insurance (Sample)

Acceptance by Property Owner of Restoration Improvements

Plugging Manhole Agreement

As-Built Drawing (Samples)

- Water
- Sewer

Affidavit of No Liens

Bill of Sale

- Bill of Sale - Water
- Bill of Sale - Sewer

Maintenance Guarantee

- Maintenance Bond
- Cash Maintenance and Pledge of Monies Agreement

Final Cost Summary

- Water Final Cost Summary
- Sewer Final Cost Summary

Agreement for Use Prior to Final Asphalt Lift

Backflow Prevention Assembly Test Report

Application for Reimbursement Agreement for Water/Sewer Facilities

Reimbursement Agreement

D	Main Location.....	1-7
E	Easements	1-7
F	Location of Line Within Street Corridor	1-7
G	Sewer Line Depth.....	1-7
H	Separation Between Other Utilities	1-8
I	Line Size	1-8
J	Pipe Material.....	1-8
K	Gravity Pipe Grade	1-8
L	Hill Holders	1-8
M	End Of Sewer Mains	1-8
N	Manhole Location	1-8
O	Manhole Size	1-9
P	Direction Change Through Manholes.....	1-9
Q	Manhole Channels	1-9
R	Transition Manholes	1-9
S	Manhole Lining.....	1-9
T	Manhole Cone	1-9
U	Manhole Landings	1-9
V	Manhole Access Roads.....	1-9
W	Gravity Side Sewer Connections	1-9
X	Low Pressure Side Sewer Connections.....	1-10
Y	Joint Gravity Side Sewers.....	1-10
Z	Gravity Side Sewer Grade	1-10
AA	Side Sewer Cleanouts	1-10
BB	Side Sewer Locations.....	1-10
CC	Lift Stations.....	1-11
DD	Lift Station Catch Basin.....	1-11
EE	Lift Station Water Service	1-11
FF	Grinder Pump Stations	1-11
GG	Force Main Size	1-11
HH	Force Main Material	1-11
II	Force Main Depth.....	1-11
JJ	Force Main Cleaning	1-11
KK	Force Main Test Stations	1-11
LL	Force Main Entering/Exiting Structures.....	1-12
MM	Force Main Air Release Valve.....	1-12
NN	Grease Interceptors	1-12
OO	Oil/Water Separators	1-12

PART 2

MATERIAL STANDARDS

SECTION 2-1	GENERAL.....	2-1
A	Foundation Gravel	2-1
B	Controlled Density Fill (CDF).....	2-1

C	Bedding Material	2-1
D	Concrete Bedding.....	2-2
E	Imported Backfill Material	2-2
F	Asphalt Concrete.....	2-2
G	Top Course and Keystone Material	2-2
H	Base Course Material.....	2-2
I	Ductile Iron Pipe.....	2-2
J	Polywrap for Ductile Iron Pipe.....	2-3
K	PVC Pipe for Water Mains	2-3
L	PVC Pipe for Non-Pressure (Gravity) Sewers.....	2-3
M	PVC Pipe for Pressure Sewers.....	2-3
N	Concrete Pipe for Non-Pressure (Gravity) Sewers.....	2-4
O	Gate Valves.....	2-4
P	Valve Boxes	2-4
Q	Valve Marker Posts.....	2-4
R	Concrete Blocking.....	2-5
S	Bolts in Piping.....	2-5
T	Flange Gaskets	2-5
U	Flexible Coupling.....	2-5
V	Galvanized Steel, Pipe And Fittings for Blow-Offs and Air Vacuum Relief Valves.....	2-5
SECTION 2-2 WATER SYSTEMS.....		2-5
A	Butterfly Valves	2-5
B	Fire Hydrants	2-6
C	Tapping Sleeve and Valve Assembly	2-6
D	Corporation Stop.....	2-6
E	Service Saddle	2-6
F	Plastic Service Pipe	2-6
G	Air and Vacuum Relief Valve Assemblies	2-6
H	Hydrant Guard Posts	2-7
SECTION 2-3 SEWER SYSTEMS		2-7
A	Sewer Pipe and Appurtenances, Non-Pressure.....	2-7
B	Sewer Pipe and Appurtenances, Pressure	2-7
C	Side Sewer Pipe, Non-Pressure	2-7
D	Side Sewer Pipe, Pressure.....	2-7
E	Low Pressure Mainline Sewer Pipe and Appurtenances	2-7
F	Manholes.....	2-7
G	Air and Vacuum Relief Valve Assemblies.....	2-9

PART 3

CONSTRUCTION STANDARDS

SECTION 3-1 GENERAL.....3-1

- A Alignment3-1
- B Trench Excavation.....3-1
- C Timbering and Sheeting.....3-2
- D Pipe Laying.....3-2
- E Pipe Joints3-4
- F Bedding Material Placement.....3-4
- G Backfilling.....3-4
- H Grade Lines.....3-5
- I Boring and Casing.....3-5
- J Pipe In Fills.....3-6
- K Highway Crossings3-6
- L Valve Installations3-6
- M Valve Box Installation3-6
- N Valve Marker Posts3-6
- O Concrete Blocking.....3-6
- P Air and Vacuum Release Valve
Installation.....3-7
- Q Access Roads3-7
- R Painting.....3-7

SECTION 3-2 WATER SYSTEMS.....3-8

- A Fire Hydrant Installation.....3-8
- B Water Service Connections3-8
- C Meter Box Installations3-8
- D Backflow Prevention Devices
(Cross Connection Control).....3-9
- E Connections to Existing Water Mains3-9

SECTION 3-3 SEWER SYSTEMS3-10

- A Manholes.....3-10
- B 6-Inch Side Sewer from Main to Property Line.....3-11
- C Connection to the Existing Sewer System.....3-11
- D Lift Stations.....3-12
- E Side Sewers (Gravity or Pressure).....3-12

SECTION 3-4 TESTING FOR WATER AND SEWER SYSTEMS.....3-12

- A Hydrostatic Tests for Water Mains3-12
- B Sterilization and Flushing of Water Mains3-13
- C Cleaning and Flushing of Sewer Mains3-13

D	Testing of Non-Pressure Sewer Pipe	3-14
E	Hydrostatic Tests for Pressure Sewer Pipe.....	3-15
F	Testing for Low Pressure Mainline Sewers and Grinder Pump Systems	3-15

PART 4

STANDARD DETAILS

See District Standard Details Drawings

PART 5

DRAWING STANDARDS

SECTION 5-1	GENERAL.....	5-1
A	Plan Set	5-1
B	Overall Drawings	5-2
C	District Standard Sheets	5-2
D	Shop Drawings	5-3
SECTION 5-2	WATER SYSTEMS	5-3
SECTION 5-3	SEWER SYSTEMS	5-4
SECTION 5-4	AS-BUILT DRAWINGS.....	5-5
A	Project Field Drawings	5-5
B	Changes in Street Names and/or Lot Lines/Numbers.....	5-5
C	As-Built Submittals.....	5-5
D	Water System As-Built Details.....	5-6
E	Sewer System As-Built Details	5-6

GENERAL PROVISIONS WATER AND SEWER

WS-1 DEFINITIONS

- (a) "Contractor" means the person or firms employed by the Developer to do any part of the work, all of who shall be considered agents of the Developer.
- (b) "Design" means the preparation of the Plans for the extension to the District's water distribution and/or sewer collection system.
- (c) "Developer" means the party(s) entering into this Agreement with the District, including the Owner(s) and the Owner's Agent(s) (if applicable), as defined herein.
- (d) "District" means Sammamish Plateau Water and Sewer District, its authorized representatives, and the District Engineer.
- (e) "District Engineer" means the District Engineering Staff or the engineering firm, and that firm's representatives, which may be retained and assigned by the District Board of Commissioners to act as the Engineer for the work to be performed under this agreement.
- (f) "Extension" means the water and/or sewer lines and appurtenances to be constructed and installed through Developer's performance of this developer extension agreement.
- (g) "Inspection" means the District examination of the Work wherever it is in preparation or progress, and reasonable tests of the work.
- (h) "Otherwise Specified" or "As Specified" means the directions contained in the Plans, Special Specifications, if any and otherwise as given by the District incident to the performance of the work other than in these General Specifications.
- (i) "Owner" means the fee owner of the real property benefited by the proposed extension of the District's water distribution and/or sewer collection system.
- (j) "Owner's Agent(s)" means a party, firm, or entity that, by agreement with the Owner, is developing the real property, which is the subject of and to be benefited by the proposed extension to the District's water distribution and/or sewer collection system.
- (k) "Plans" means drawings, lists, notes and instructions, including reproductions thereof, of the work to be done as an extension to the District's water distribution and/or sewer collection system, prepared or approved by the District's Engineers.
- (l) "Project" means the subdivision, plat, short plat, commercial development, multi-family development, building or other facility or improvement for which the extension of the water and/or sewer system is being undertaken.
- (m) "Project Agent" means a party or firm, on behalf of the Developer, that facilitates the Project through the Developer Extension process.

- (n) "Project Engineer" means the engineering firm, and that firm's representatives, which may be retained by Developer at its option, to design and prepare the Plans for the work to be performed under this agreement in accordance with District specifications.
- (o) "Specifications" means the directions, provisions, standards and requirements established by the District's Engineers for the performance of the work and for the quantity and quality of materials.
- (p) "Work" means the labor, materials, superintending, equipment, transportation, supplies and other facilities necessary or convenient to the completion of the proposed extension described in the application contained herein.

WS-2 PURPOSE

Sammamish Plateau Water and Sewer District, as a municipal corporation, has a responsibility to the public to insure that water and sewer mains laid on public streets or easements are constructed in accordance with currently accepted standards for public work. The requirements imposed upon Developers by these regulations are not arbitrary, but are intended by the District as a contract with the Developer, incorporating minimum standards which are prerequisite to acceptance of the work by the District as a part of its water and sewer systems. Privately constructed extensions will not be permitted thereto unless the work is performed and paid for in accordance with these regulations.

WS-3 DEVELOPER TO BE INFORMED

The Developer is expected to be fully informed regarding the nature, quality and extent of the work to be done, and if in doubt, to secure specific instructions from the District.

WS-4 NO THIRD PERSON SHALL HAVE ANY RIGHTS HEREUNDER

This agreement is made entirely for the benefit of the District and the Developer and successors in interest and no third person or party shall have any rights hereunder whether by agency or as a third-party beneficiary or otherwise.

WS-5 AUTHORITY OF PROJECT ENGINEER

The Developer shall have the right to select its own engineer to design and prepare the Plans or have the District Engineer perform such design and preparation. The Project Engineer shall only have authority to design and prepare the Plans for the extension to the District's water distribution and/or sewer collection system. Design work shall be in accordance with prudent engineering practice and all applicable governmental regulations and laws. The Plans shall conform in all respects to District specifications and must be approved by the District Engineer prior to commencement of work. The District shall have the sole right to approve or reject the Plans or require changes to be made to them. Failure of the District to require changes in the Plans prior to approval of them shall not be deemed a waiver of the District's right to require such changes in the Plans as the District may deem necessary during the course of Work. It is the responsibility of the Developer to ensure that the Plans prepared by Project Engineer conform in all respects to District Specifications. Failure by the District to discover errors, omissions or discrepancies in the Plans shall not relieve the Developer of this responsibility.

WS-6 SELECTION OF PROJECT ENGINEER

Should Developer elect to use its own engineer to design and prepare the Plans, at the time of Developer's payment of Design/Inspection fees to the District, the Developer shall notify the District in writing of the person or firm proposed to do the Design. The Developer shall not employ any person or firm for any part of the Design work that the District may object to as incompetent, unfit or irresponsible.

WS-7 AUTHORITY OF DISTRICT

The District shall have authority to approve, reject or require changes in Plans prepared by Project Engineer. The District shall also have authority to require such changes in the Plans as the District may deem necessary during the course of work. The District shall have general supervision and direction of work and shall have authority to stop work whenever, in the opinion of the District, the work stoppage shall be necessary to insure compliance with the approved Plans and Specifications. The District shall have authority to reject work and materials that do not conform to the approved Plans and Specifications and permit requirements and to decide questions that may arise in the execution of the work.

Failure or omission on the part of the District to reject unsuitable, inferior or defective work shall not release the Developer or Developer's bond from performing work in accordance with this contract. District representatives have no authority to waive the obligation of the Developer to perform work in accordance with this contract.

WS-8 OWNERSHIP OF PLANS

- (a) All Plans and Specifications prepared by the Project Engineer and submitted to the District as a condition of this contract shall be the property of the District.
- (b) All Plans and Specifications and copies thereof prepared or furnished by the District are the property of the District.

WS-9 SPECIFICATIONS INCORPORATED BY REFERENCE

Where federal, AWWA, ASTM, WASHDOT/APWA, King County, City of Sammamish, City of Issaquah, District or any other standard specifications are referenced to or included by reference herein, the latest issue and/or amendment thereto published at the date of approval of the Drawings by the District shall be incorporated in the contract by said reference as if set forth herein in full. Should a conflict exist between the approved design drawings and any standard specifications or details referenced herein, the approved design drawings shall prevail.

WS-10 PERMITS

The Developer shall not begin work until all necessary permits have been issued by the appropriate public authority. The Developer shall reimburse the District for all costs incurred by the District for permits, inspection fees and other charges imposed by any public authority because of the work. The Developer shall comply with the requirements of all permits issued for the work.

WS-11 PERFORMANCE GUARANTEE

Developer shall provide District with a Performance Guarantee, of a type and form (Cash, Performance Bond, Letter of Credit) as determined by the District in its sole discretion, to guarantee the completion of the construction of the facilities. It shall be provided prior to the time of the Preconstruction Meeting and shall run until such time as the District has; 1) accepted the work,

including final inspection and acceptance in the field, and receipt of as-built drawings, Bill of Sale, fees owing to the District, and Maintenance Guarantee or 2) otherwise agreed to release the Performance Guarantee pursuant to Paragraph WS-54 "Developer Extension Termination". The Performance Guarantee shall be in the amount of the cost of installation of facilities covered under the Developer Extension Agreement. Such amount shall be determined by the Engineer's estimated cost of the extension or the Contractor bid price at the election of the District.

WS-12 LIABILITY INSURANCE

The Developer shall procure commercial general liability and automobile liability insurance on an occurrence basis against liability to the developer, the District, the District Engineer and the District employees for negligent injury to person or property related in any way to the performance of this Agreement and/or resulting from performance, supervision, or inspection of the work. The District shall be named as an additional insured/certificate holder under such policy. Proof of the existence of such insurance shall be provided to the District by original certificate of insurance in the form attached hereto. The minimum limits of coverage shall be as follows:

General Aggregate	\$2,000,000.00
Products - Comp/OPS Aggregate	2,000,000.00
Personal Injury	2,000,000.00
Each Occurrence	2,000,000.00
Automobile Liability	2,000,000.00

WS-13 INDEMNITY

The Developer shall indemnify, defend and hold the District and all its representatives harmless from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the District by reason of the act or omission of the Developer, Developer's agents or employees, in the performance of the work, and for any cost or expense incurred by the District in connection therewith, including overhead expense, legal expense, attorney's fees and costs attributable thereto; and if suit in respect to the foregoing is filed, the Developer shall appear and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, the Developer shall pay the same.

WS-14 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work, the Developer and Contractor shall comply with all federal, state and local codes, statutes and ordinances prohibiting employment discrimination.

WS-15 ATTORNEY'S FEES

In the event that either the District or the developer commence any legal action relating to the provisions of this agreement, the prevailing party shall be entitled, in addition to all other amounts to which it is otherwise entitled by this agreement, to all costs of litigation, including but not limited to costs, witness, expert and reasonable attorneys' fees, including all such costs and fees incurred in appeal.

WS-16 GOVERNING LAWS

This agreements shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington. Any suit to enforce the provisions of the agreement shall be brought in King County, Washington, Superior Court.

WS-17 ROYALTIES AND PATENTS

Developers shall pay all royalties and license fees and defend all suits or claims for infringement of any patent rights and shall hold the District harmless on account thereof, except the District shall be responsible for all such loss if a particular process or the product of a particular manufacturer is specified by the District, unless the Developer or Developer's Contractor has information that the process or article is an infringement of a patent and fails to promptly notify the District thereof in writing.

WS-18 CONTRACTORS

At least five (5) days prior to the start of work by any person or firm, the Developer shall notify the District in writing of the name of the person or firm proposed to do the work and shall not employ any person or firm for any part of the work that the District may object to as incompetent, unfit, or irresponsible. Nothing contained in this agreement shall create any contractual rights between the District and any person or firm employed to do the work.

WS-19 EXISTING UTILITIES OR OBSTRUCTIONS

Existing utilities and obstructions shall be shown on the Plans so far as known to either the District Engineer or Project Engineer, whichever is responsible for the preparation of the Design, but may have been obtained from old drawings or verbally from persons connected with a particular utility. Such information is not guaranteed but is made available to the Developer for such value as it may have. Incompleteness or errors in this information shall not be the cause of claim against the District nor shall it relieve the Developer of responsibility for repairing any damage Developer's activities may cause to such utilities. The Developer shall reimburse the District for damage to the property of the District or damage to the property of others for which the District is liable, caused by the Developer and for other expense, including attorneys fees and court costs incurred by the District because of such damage. Whenever the Contractor fails to repair or restore existing improvements damaged by Contractor's operators within 72 hours of notice from the District to effect such repair and restoration, the District may order said work done by others and all costs incurred shall be paid by the Developer. The District recommends the use of One-Call for underground utility locations, of which the telephone number is available at the District Office.

WS-20 MATERIAL AND EQUIPMENT LIST

The Developer shall file a material and equipment list with the District no later than ten (10) calendar days prior to the beginning of construction, including the quantity, manufacturer, model number and technical specifications, if applicable, of material and equipment to be installed as part of the work. The District shall have the right to reject materials and equipment which, in the District's opinion, do not conform to District Specifications and the approved Plans. Failure of the District to reject materials and equipment at the time the list is filed shall not be deemed a waiver of the District's right to reject such materials or equipment at a later time.

Upon request by the District, the Developer shall provide five copies of all manufacturers' information for specified material and equipment, including information on operation and maintenance of the material and equipment. Information shall be furnished to the District in five separate labeled binders.

WS-21 GUARANTEE BY MANUFACTURER

If requested by the District or the District Engineer, a written guarantee made by the manufacturer of any materials to be incorporated into the work shall be furnished, guaranteeing to the District that such materials shall conform to District Specifications and the Specifications otherwise applying to the work.

WS-22 DETERMINATION OF "AS EQUAL"

The District shall be the sole and final judge whether supplies or material qualify "as equal" substitutions under the Plans and Specifications.

WS-23 DEVELOPER'S SUPERVISION

The Developer shall keep on the work, during its progress, a competent supervisor who shall represent the Developer during Developer's absence, and to whom instructions may be given as though to the Developer. The Supervisor shall make themselves familiar with the terms and conditions of this Developer Extension Agreement, the Plans and Specifications and shall promptly report to the District any error, inconsistency or omission which they may discover.

WS-24 COMPLIANCE WITH PUBLIC AUTHORITY

The work shall be done in accordance with regulations of each public authority, including the local, county, state and federal agencies that may have jurisdiction over the manner and quality of performance of the work. The public shall not be inconvenienced unnecessarily in its use of the public streets. The Developer shall enforce discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to them. Employees or agents of the Developer, who may impair the quality of the construction, shall be removed from the work upon the written request of the District.

All construction in public roads or rights-of-way shall be done in accordance with the standards and requirements of the governmental agency having jurisdiction, and in accordance with requirements of the franchise or permit therefore. The Developer and Contractor shall be responsible to ascertain these requirements.

WS-25 OMISSIONS AND DISCREPANCIES

Minor items of work or materials omitted from Plans and Specifications prepared by the District, District's Engineer, or Project Engineer, but clearly inferable from the same and which are called for by accepted good practice, shall be provided and/or performed by the Developer as part of the construction. In case of doubt, the District shall be consulted and its decision shall be determinative.

The Developer shall carefully study and compare all drawings, specifications, and other constructions and shall report in writing to the District any error, inconsistency or omission. If in the course of construction any discrepancies between the drawings and the physical condition of the site are found the Developer shall notify the District immediately in writing. Any work done after such discovery and before District approved changes to the Plans and Specifications will be done at the Developer's risk.

WS-26 USE OF COMPLETED PORTIONS

The District shall have the right to take possession of and use any completed or partially completed portions of the work although the time may not have expired for completing the entire work, and this shall not be deemed acceptance of any of the work. However, the District is not obligated to supply service to the Developer's property until all work is completed and accepted by the District.

WS-27 POINTS AND INSTRUCTIONS

The Developer shall provide all property corners, and street and easement centerline stakes, and shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. The Developer shall not proceed until they have made timely request of the District for, and have received, such points and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such points and instructions. The Developer shall carefully preserve bench marks, reference points and stakes, and, in case of destruction, shall be charged for any resulting expense such as the cost of restaking and shall be responsible for any errors that may be caused by their absence or disturbance.

WS-28 STAKING OF WORK

The Developer shall be responsible for providing the Contractor with survey staking necessary to install the work as shown on the plans. The survey staking shall be performed by persons skilled in the practice.

WS-29 USE OF WATER

The Developer shall be charged, pursuant to District resolution, for all water used in construction, street cleaning or other use. The cost of water used for flushing the water and/or sewer mains during construction is included in the Design and Inspection Phase Fees that are incorporated in this Agreement. If repeated flushing of the main(s) is necessary and the District determines the flushing is beyond that covered by the fees referenced above, the Developer shall be charged for the water use not covered by the Design and Inspection Phase Fees.

WS-30 INSPECTION AND TESTS

All work shall be subject to full-time inspection by the District. The District shall at all times have access to the work wherever it is in preparation or progress, and the Developer shall provide proper facilities for such access and inspection. The Developer shall make reasonable tests of the work at the Developer's expense upon the District's request. Whenever work must be specially tested or inspected for compliance with public regulations, or with the Plans and Specifications, the Developer shall give the District reasonable notice of the readiness of the work for such test or inspection. The District will attempt to make inspections within 24 hours of notification by the Developer. Work shall not be covered up without consent of the District, and if it should be covered without such consent, it must be uncovered for inspection at the Developer's expense if requested by the District. Such inspections and test shall not relieve the Developer of any of the responsibilities under this Agreement.

WS-31 PLANS AND SPECIFICATIONS ACCESSIBLE

The Developer shall have one copy of the Approved Plans and Specifications constantly accessible on the job.

WS-32 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new, and workmanship and materials shall be of the highest quality commonly used. The Developer shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

WS-33 SAFETY

The Developer and Developer's Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the District to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

WS-34 SANITATION

Necessary sanitation convenience for the use of workmen on the job, properly excluded from public observation, shall be provided and maintained during the performance of the work.

WS-35 SERVICE INTERRUPTIONS

The Developer shall be responsible for notifying persons whose service will be interrupted due to the work covered herein. Service interruption notification forms are available from the District. A minimum of 48 hours notice is required prior to a service interruption, or as otherwise authorized by the District.

WS-36 ACCESS

Bridging shall be provided across private driveways and roadways during the period when trenches are open to avoid interference with normal traffic flow.

WS-37 PUBLIC HAZARD OR INCONVENIENCE

If the performance of the work should result in hazard or substantial inconvenience to the public, the District may correct the same, if in the opinion of the District, the correction is necessary. The Developer shall, on request, reimburse the District for the expense incurred. The Developer shall also reimburse the District for the expense incurred in complying with any order of public authority lawfully made with respect to the work during the performance of the work or within one year after final acceptance of the same.

WS-38 TRAFFIC MAINTENANCE AND PROTECTION

All work shall be performed with due regard for the safety and convenience of the public and so that interference with automotive and pedestrian traffic will be minimized. Flagging personnel, barricades, signs and traffic control furnished or provided shall conform to the standards established in the latest edition of the Manual on Uniform Traffic Control Devices. The District may require the construction of two-way vehicular bridges of approved construction on important streets. Where detours are built, they shall be graded and maintained to the satisfaction of the District. Soft shoulders shall be plainly marked to warn motorists. Access shall be provided to cross cut roads and driveways as directed by the District.

Where construction has been completed or is in progress in existing streets, the streets shall be graded and maintained to the satisfaction of the District. No detours for foot traffic shall be more than one block in length and where crossing trenches, detours shall be provided with adequate footbridges with handrails. At least one half of existing streets shall be left open for traffic and emergency vehicles at all times.

WS-39 CONFINEMENT OF CONTRACTOR'S OPERATIONS

The Contractor shall confine construction activities within the property of the Developer and the limits of easements and construction permits outside of the Developer's property. All work on easements and permit areas outside the Developer's property shall be performed in strict compliance with the provisions of the easement or permit, with which provisions the Contractor shall familiarize him or herself. Any damage to property or persons from any encroachment beyond these limits shall be the responsibility of the Developer. Equipment and materials storage shall be confined to the Developer's property. Pipe strung on public right-of-way shall be placed a safe distance from any traveled road in such manner as to avoid accidental rolling onto the road. No driveways shall be blocked. Lighted barricades in an adequate number and locations, pursuant to state, county and local regulations, shall be provided.

WS-40 PROTECTION OF WORK AND PROPERTY

The Developer shall exercise due care to protect property and the work addressed by this agreement. The Developer shall be solely responsible for any loss or damage to property or the work herein occurring prior to the completion of and final acceptance of the work by the District.

WS-41 OTHER WORK

The District has the right to let other contracts for other work that may affect the work hereunder. Other persons performing such other work shall be afforded reasonable opportunity for introduction and storage of their materials and execution of their work. The work hereunder and such other work shall be properly coordinated and connected. If any of the work hereunder depends on the proper execution of the work of other persons, the Developer shall inspect and promptly notify the District in writing of any defects in such other work which render it unsuitable for the execution of the work hereunder. The Developer's failure to inspect and notify the District shall constitute acceptance of the other work as suitable.

The District is not obligated to provide service to the Developer's property if the other work has not been completed and accepted by the District and is necessary to provide service to the Developer's property.

Where the Developer and others are working in the same area, the District will attempt to coordinate such work for its harmonious and timely completion.

WS-42 PAVEMENT REMOVAL

Removal of existing paving in public roads shall be done in accordance with the governing agency's requirements and in private property shall be precut to one foot wider than the trench shoulder line and to a neat vertical edge.

WS-43 CLEANUP

The construction site shall be kept clean during the progress of the work. Before the work shall be considered complete, the Developer shall clean out ditches that may have been filled during the work, replace damaged surfacing, remove surplus materials and trash and dispose of brush, repair all damages, and otherwise leave the job in a neat, orderly and workmanlike condition. Dust control shall be provided during the progress of the work and during cleanup. The Contractor shall keep existing roads and streets adjacent to or within the limits of the project open to and maintained in a good and safe condition for traffic at all times. The Contractor shall remove, on a daily basis, any deposits or debris that may have accumulated on the roadway surface as a result of construction operations. Removal shall be performed on a more frequent basis should the District determine that such removal is necessary. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at no expense to the Owner or District.

WS-44 FINAL INSPECTION AND ACCEPTANCE

All material and completed work are subject to final inspection by the District, which shall have the right to subject any portion thereof to such tests as in the opinion of the District shall be necessary to determine whether or not the work complies with the Plans and Specifications.

WS-45 DEFECTIVE WORK AND CORRECTIVE ACTION

During construction, work that is found by the District not to comply with the Plans and Specifications shall be remedied so as to comply therewith. Subsequent to completion and within one year after the work has received final approval and acceptance by the District, the Developer shall correct or replace any defective work or material discovered by the District. Such correction or replacement shall commence within seven days from the time of receipt of notice from the District and shall be completed promptly. If not so commenced, or, in emergency, when damage may result from delay, such correction or replacement may be made by the District at the expense of the Developer. The Developer shall reimburse the District, upon demand, for any expense resulting from defects which appear within one year after acceptance of the Developer's work, including actual damages, cost of materials and labor expended by the District in making emergency repairs, cost of engineering, inspections and supervision by the District or the Engineers, legal expense, and attorney's fees and costs reasonably incurred by the District as a result thereof.

WS-46 RESTORATION OF IMPROVEMENTS

Culverts, driveways, roadways, pipelines, monuments or other existing improvements which are removed or disturbed in the course of the work shall be restored to their original condition at the expense of the Developer. In cutting through established lawns, the sod shall be removed before trenching and replaced after backfilling to the satisfaction of the property owner. A signed release from the affected property owners will be required. As a minimum requirement, all restoration shall be made to the condition of the area prior to construction.

In areas where restoration of existing improvements will be necessary and to provide records of existing improvements, the Developer shall provide a video and/or photographic record before and after construction as required and acceptable to the District.

WS-47 "AS-BUILT" DRAWINGS

The Developer/Contractor shall maintain, on the jobsite, project field plans marked to indicate District approved plan revisions made in the field and other details of construction. The drawings shall be made available upon completion of the project to the District. If the design was completed by the District, the District shall prepare "As-Built" record drawings. If the design was prepared by the Project Engineer, the Developer shall be provided with a copy of the field plans and shall be responsible for providing the District with "As-Built" record drawings on a mylar format, clearly marked as "As-Built". If the "As-Built" record drawing is not on the original District Approved plan, a mylar of the original District approved plan shall also be provided. If the plans were prepared in a digital format, the as-built submittal shall also include a digital format.

The Developer shall furnish any additional information required by the District for the preparation of "As-Built" record drawings, such as, but not limited to; locating bends installed in the water main from two permanent, above ground fixtures or survey of sewer inverts.

WS-48 MAINTENANCE GUARANTEE

Upon completion of the work and approval of the District, the Developer shall, as a condition of acceptance by the District, supply to the District a Maintenance Bond or Cash Maintenance Agreement (forms are attached), to guarantee all materials and workmanship for a period of one year after final acceptance of work. The Maintenance Guarantee shall be in the amount of ten (10) percent of the construction cost, including tax, for the water and/or sewer improvements. The minimum Maintenance Guarantee shall be two thousand dollars (\$2000.00), or the actual cost of construction if the actual cost is less than two thousand dollars. A copy of the contractor's bid, and/or payment requests, as required by the District, shall be provided to the District upon completion of the work, as backup for the Maintenance Guarantee amount.

WS-49 LIENS

Prior to acceptance of the work, the Developer shall deliver to the District a complete release of all liens that might arise out of the performance of the work or such other evidence as may be acceptable to the District that there are no liens against the work. If any lien arises or remains unsatisfied after acceptance of the work, the Developer shall reimburse the District for any costs incurred on account thereof.

WS-50 EASEMENTS

All easements required shall be obtained by the Developer without cost to the District and shall provide for permanent easements and construction easements as shown on the Plans. The Developer shall provide the District with supporting data to verify the location of all easements. All easements shall be a minimum of 15 feet in width. The Developer shall provide the District the Easement(s) through a form or process acceptable to the District. This shall be on one of the District's standard forms, and may also be shown on documents recorded with as part of King County's, the City of Sammamish's or the City of Issaquah's requirements for final acceptance of the Development. On the District's standard forms the legal description shall be clearly written in a manner that the easement can be plotted from the description. In the event that legal services are required incident to easements beyond review of the form thereof, the costs of such services shall be paid by the Developer in amount as billed to the District before acceptance of the Proposed extension.

Any required easements not located on the property for which this Developer Extension Agreement is being completed shall be obtained, in the name of the District, by Developer, at Developer's expense, using a standard District form. The original easement or a copy of such recorded easement shall be delivered to the District prior to commencement of construction.

All required easements located on the property for which this Developer Extension Agreement is being completed shall be provided by the Developer prior to Final Acceptance of the water and/or sewer improvements covered by this Agreement. Where water and sewer facilities are not located in the right-of-way or proposed right-of-way, such facilities shall be located in separate utility tracts and easements encompassing the tracts will be granted to the District. Prior to acceptance of said extension the; 1) original easement on a standard District form and 2) a copy of the documents to be recorded as part of King County's, the City of Sammamish's or City of Issaquah's requirements for final acceptance of the Development showing the easement location and containing the same easement restrictions as on the standard District form, shall be delivered to the District.

The Developer shall provide all necessary easements at Developer's sole cost regardless of changes in the Contract Plans and, if required, a title insurance policy in a sum not less than \$10,000 per 500 feet of easement free and clear of encumbrances. The District may require the Developer to provide a survey of the as-built improvement to verify the location in the easement.

WS-51 BILL OF SALE

Upon completion of the work and approval of the District, the Developer shall, as a condition of acceptance by the District, convey the work to the District by Bill of Sale, a form of which is attached.

WS-52 CROSS CONNECTION CERTIFICATION

Pursuant to Washington State Regulations, WAC 248-54-285, and District Resolution No. 1053, all backflow prevention devices installed must be certified and tested by a Certified Washington State Cross Connection Specialist or Backflow Tester. This includes all such devices in facilities served by District water service provided by this Agreement.

WS-53 REIMBURSEMENT APPLICATION

The Developer may apply for a reimbursement agreement with the District in the form as attached herein, or as more recently revised by the District, within thirty (30) days of the District's acceptance of the extension facilities constructed pursuant to this Extension Agreement.

WS-54 RATES AND CHARGES

The Property described in this Agreement shall be subject to all rates and charges established by the District.

WS-55 DEVELOPER EXTENSION AGREEMENT TERMINATION

A. Initiated by District

Should the Developer fail to comply with, perform and/or meet any of the conditions associated with the Agreement or conditions associated with Certificate(s) of Water and/or Sewer Availability issued by the District in conjunction with the Agreement, the District may, in its sole discretion, terminate the Developer Extension Agreement prior to its completion. In the event of such termination the District shall reimburse connection fees and charges paid by the Developer pursuant to this Developer Extension Agreement, up to a maximum of \$250 per Equivalent Residential Unit for water and up to \$250 per Equivalent Residential Unit for sewer, to the extent that such fees and charges have not been used, committed to or the collection of such relied upon for the planning, facilities construction, etc. by the District.

B. Initiated by Developer

Should the Developer request that the Developer Extension Agreement be terminated before its completion, the District will consider and may approve such request on the condition that 1) all District fees such as Engineering, administrative and legal relating to the Agreement be paid in full, and 2) as otherwise conditioned by the District such as the completion of a portion of the extension improvements.

The District shall reimburse connection fees and charges paid by the Developer pursuant to this Developer Extension Agreement, up to a maximum of \$250 per Equivalent Residential Unit for water and up to \$250 per Equivalent Residential Unit for sewer, to the extent that such fees and charges have not been used, committed to or the collection of such relied upon for the planning, facilities construction, etc. by the District.

END OF SECTION

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

**DEVELOPER EXTENSION AGREEMENT
PROJECT INFORMATION**

WATER _____ and/or SEWER _____

Name of Development _____

<u>OWNER'S AGENT (DEVELOPER)</u>	<u>PROJECT AGENT</u>
Name:	Name:
Designate Developer Status __ Corporation __ Partnership __ LLC __ Joint Venture, __ Sole Proprietorship __ Other: _____	Address:
Address:	Telephone:
	Fax:
	<u>PROJECT ENGINEER</u>
Telephone:	Name:
Fax:	Address:
Is Owner's Agent the Property Owner: Yes/No If No: <u>OWNER (DEVELOPER)</u>	
Name:	
Address:	Telephone:
	Fax:
	PRIMARY CONTACT __ Owner's Agent, __ Owner __ Project Agent, __ Project Engineer
Telephone:	
Fax:	

Refer to the General Provisions, Section WS-1, "Definitions", for an explanation of each of the parties and their project roles listed above. Complete this page indicating all owners of the real property who must sign this agreement and are responsible for its performance. Also identify the Owner's Agent, if any. Project Agent and Project Engineer may also be indicated.

REAL PROPERTY INFORMATION

Tax Lot Number(s): _____ Attach a legal description
Property Size: _____ Property Zoning: _____
Location Description:

DESIGN BY DISTRICT: Yes _____ No _____

**APPLICATION AND AGREEMENT TO CONSTRUCT
EXTENSION(S) TO WATER AND/OR SEWER SYSTEM(S)**

The undersigned, as the Developer herein, hereby makes application to the Commissioners of the Sammamish Plateau Water and Sewer District, as the District herein, for permission to construct and connect a private extension to the District's existing water and/or sewer system(s) as herein provided. If this application is accepted, the undersigned, in consideration of the mutual promises and covenants herein contained, agrees to the terms and conditions of this Developer Extension Agreement and as follows:

1. Location of Water and/or Sewer System Extension(s).

The proposed water and/or sewer system extension(s) (the "extension(s)") will be installed in streets and other approved rights-of-way, tracts and/or easements and shall be for the use and benefit of the property hereinafter described, which property is owned by the Developer and/or other owners for whom the Developer is acting as agent. Any such owners have joined in this application and are designated on the signature page hereof as "additional owners". The legal description of the property is:

See Attached Real Property Legal Description

2. Warranty of Authority.

The Developer and any additional owners warrant that they are the owners of all the property described in this Agreement. Developer shall also, upon request, provide a title report to the District establishing that the parties executing this Agreement are the owners of all the real property described herein.

3. No Assignment Without District Approval.

The Developer's rights and responsibilities arising out of this Agreement are not assignable unless District consent is obtained, as conditioned by the District, prior to any proposed assignment. Written documents as required by the District of any District approved assignment shall be filed with the District by the Developer herein at the time of any assignment.

4. Description of Extension(s).

The proposed extension(s) will consist of water pipe and appurtenances and/or sewer pipe and appurtenances and shall be installed in accordance with this Agreement and with the Plans and Specifications provided by the District at the cost of the Developer as hereinafter provided, or in accordance with such Plans as Project Engineer may prepare in conformity with District specifications and approved by the District.

5. Fees to be paid by the Developer.

(A) Preliminary Fees

(1) Administrative Fee

The Administrative fee shall be as set by District Resolution. The resolution establishing the Administrative fee for the Developer Extension Agreement is available at the District Office. All Administrative fees for the Developer Extension Agreement shall be paid at the time of, and as a condition of, the District entering into this Developer Extension Agreement.

The Administrative fee for the Water portion of the Developer Extension Agreement will cover the administrative costs of preparing the Agreement and preparation of a Certificate of Water Availability, including a computer analysis of the fire flow available to the Project, if deemed necessary by the District. If a hydrant flow test of the District's system in the area of the proposed Project is requested, there will be an additional fee charged based on a time and materials basis, plus 15% overhead costs.

The Administrative fee for the Sewer portion of the Developer Extension Agreement will cover the administrative costs of preparing the Agreement and preparation of a Certificate of Sewer Availability, including a computer analysis of the collection systems capabilities available to the Project, if deemed necessary by the District.

(2) General Facility Charges

The Developer shall pay General Facility Charges, as determined by the District as a condition of final acceptance of this Developer Extension Agreement and the extension improvements by the District. The General Facility charge shall be set by District Resolution. If the General Facility charge is revised by District Resolution after this Developer Extension Agreement has been entered into and before the water and/or sewer system improvements have been finally accepted for ownership by the District, the charges in effect at final acceptance shall apply. The resolution establishing the General Facility Charges is available at the District Office.

At the time of, and as a condition of the District entering into this Developer Extension Agreement, a partial payment on the General Facility Charges owing for the Project shall be paid by the Developer. For Single Family Residential Developments this shall be at a rate of \$500 per lot for Water General Facility charges and/or \$500 per lot for Sewer General Facility charges. For Non-Single Family Residential Developments, including commercial developments, this shall be at a rate of \$500 per Equivalent Residential Unit (ERU) for Water General Facility Charges and/or \$500 per ERU for Sewer General Facility Charges, the number of ERUs to be determined by the District.

The portion of the General Facility Charges not paid upon entering into the Developer Extension Agreement, the Remaining General Facility Charges, shall be paid to the District, by the Developer, within thirty (30) days of King County's, City of Sammamish's, or City of Issaquah's approval of the first land use

process/procedure for which the Certificates of Water and/or Sewer Availability were issued in connection with the execution of this Developer Extension Agreement or no later than at the time of initiation of the Design and Inspection Phase of the Developer Extension Agreement, whichever is sooner. If, between the time of entering into the Developer Extension Agreement and payment of the Remaining General Facility Charges, any changes to the General Facility Charges are necessary due to; changes in the scope of the Developer's Project, identification of additional sources of water consumption or changes in the District's General Facility Charge Rate, reconciliation of the charges shall be made at the time of payment of the Remaining General Facility Charges. The County's or City's approval of the first land use process/procedure shall include, but not be limited to, preliminary plat approval, issuance of a building permit or preliminary short plat approval. In the event the General Facility Charges are not paid within said thirty (30) day period, interest shall accrue on the entire amount due at the rate of twelve percent (12%) or four percentage points above the equivalent coupon issue yield as described in RCW Section 19.52.020 until the General Facility Charges and all accrued interest are paid in full. If Certificates of Water and/or Sewer Availability are not required for the project for which the water and/or sewer extension improvements are being installed, the Remaining General Facility Charges shall be paid at the time of initiation of the Design and Inspection Phase of the Developer Extension Agreement.

If, between the time of payment of Remaining General Facility Charges and final acceptance of the extension improvements by the District, any changes to the General Facility Charges are necessary, reconciliation of those changes shall be made with the Final Acceptance Fees. See Section 5.(C)(4), General Facility Charge Adjustments, of this Agreement.

(B) Design and Inspection Phase Fees

Developers shall pay the Design and Inspection Phase Fees either at the time the Developer supplies the District with information necessary for design, and directs the District to proceed with the design of the water and/or sewer system improvements, or if the design is being prepared by the Project Engineer, at the time of the pre-design meeting or when the design is given to the District for design review, if a pre-design meeting is not held.

If, between the time of entering into the Developer Extension Agreement and payment of the Design/Inspection Phase fees, changes to the District's Design/Inspection Phase fee Rate Schedule are adopted by the District, the rate schedule in effect at the time of payment of the Design/Inspection Phase fees shall apply. The Design/Inspection Phase fee rate schedule in effect at the time of Developer Extension Agreement preparation is included, for information only, in the Calculation Sheets following the Water and Sewer Fee Summary pages. The resolution establishing the Design and Inspection Phase Fees is available at the District Office.

(1) Design, Design Review and Inspection Fees

Design, Design Review and Inspection fees shall cover services related to: preliminary design, checking conformity with the District's Comprehensive Plan, design, design checking, drafting, prints and application form completions for

agency submittals, Developer Extension Agreement negotiation, Developer Extension Agreement administration, Project Engineer approval, Contractor approval, materials approval, construction inspection, pressure testing inspection, water quality testing, punch list inspection, final inspection and document recording. These fees do not include property surveys, surveying, staking of mains, facilities or appurtenances or As-Built surveys. These fees also do not include the cost of permits and outside agency inspections.

(2) Flushing Water

Flushing water fees shall include the flushing water used during normal construction procedures to obtain pressure tests and to flush the water mains for purity testing, and to flush the sewer lines for normal cleaning and prior to TV inspections. The District may assess additional flushing water fees, under Final Acceptance Fees, if it determines that the amount of water used by the Developer to obtain acceptable pressure and purity tests, or for cleaning has been excessive, due to repeated failure to attain acceptable results.

Flushing water fees do not cover water used in or around buildings during the construction period for plumbing tests, irrigation or other uses. Applications for use of hydrant meters may be obtained at the District to obtain water for these uses. **Developer and/or Developer's Contractor shall be fined for tampering with the District's water system if valves, including fire hydrant valves, are operated without the District's prior approval and without the District being present.**

(3) Other Charges

The fees listed above are not intended to include allowance for any unusual costs incurred by the District. Other charges may include legal services in excess of those normally required in administration of a Developer Extension Agreement, including but not limited to preparation and/or review of additional agreements, fees for Agency submittals, and other unusual or special costs. Other charges will be on a time and materials basis, plus 15% overhead.

(C) Final Acceptance Fees

Developers shall pay the Final Acceptance Fees prior to the District's final acceptance of the water and/or sewer system improvements and before the Developer may receive a letter (Health Letter) from the District stating that the water and/or sewer system improvements have been or will be finished in accordance with the District approved Plans and Specifications. If a Health Letter is not required for a project, or fees are identified after the Health Letter has been issued, payment of fees will be required prior to District accepting water meter or side sewer applications for property included in the Developer's project.

(1) Meter and Side Sewer Charges

a) Meter Charges:

Developers of Single Family Residential Projects shall pay applicable meter charges for irrigation meters. Domestic meter drop fees, (for Single Family

Residential Projects), shall be paid by the Builder/Owner of each individual lot at the time of meter application. If the Developer chooses, the Developer may pay the meter drop fees for the domestic water meters.

For Non-Single Family Residential Projects, including commercial developments, Developer shall pay the applicable meter charges for all Domestic and Irrigation water meters.

The meter drop fees are set by District Resolution, a copy of which is available at the District Offices.

b) Side Sewer Inspection Charges:

Domestic side sewer inspection fees, (for Single Family Residential Projects), shall be paid by the Builder/Owner of each individual lot at the time of side sewer application. If the Developer chooses, the Developer may pay the side sewer inspection fees for the domestic side sewers.

For Non-Single Family Residential Projects, including commercial developments, Developer shall pay the applicable side sewer inspection charges for all side sewer connections.

The side sewer inspection fees are set by District Resolution, a copy of which is available at the District Offices.

(2) Local Facility Charge

The Developer shall pay Local Facility Charge fees as determined by the District. The Local Facility Charge fees are required to cover the Developer's property's equitable share of the cost of water mains and/or sewer mains that have already been installed or will be installed in the future, adjacent to their property, if that property has not previously paid its equitable share of such improvements. Developer's property includes the entire parcel, including but not limited to sensitive areas, tracts and areas that may be set aside as non-buildable or other open space or reserve tracts, as part of the Development.

The Local Facility Charge fees are set by District Resolutions, copies of which are available at the District Office. If the Local Facility Charge fees are revised by District Resolution after this Developer Extension Agreement has been entered into and before the water and/or sewer system improvements have been finally accepted for ownership by the District, the fees in effect at final acceptance shall apply.

(3) Reimbursement Fees (Owing to Others)

The Developer shall pay all reimbursement charges owing for the Property. Reimbursement charges shall be owing for:

- a) Any existing reimbursement agreement with the District applicable to the Developer's extension/real property; or

- b) Any reimbursement agreement in force and effect applicable to the Developer's extension/real property at the time of the District's final acceptance of the Developer's extension.

(4) General Facility Charge Adjustments

If any adjustments to the General Facility Charges previously identified and paid for by the Developer are necessary due to changes in the scope of the Developer's Project, identification of additional sources of water consumption, changes in the District's General Facility Charge Rate by District Resolution (prior to final acceptance of the water and/or sewer system improvements for ownership by the District), or other reasons the changes shall be identified and the General Facility Charges for the Developer's Project shall be recalculated (adjusted General Facility Charges). The General Facility Charges are set by District Resolution, copies of which are available at the District Office.

If the Developer owes General Facility Charges greater than those previously paid, the Developer shall pay the additional amount to the District prior to final acceptance.

If the Developer has paid General Facility Charges in excess of those calculated with adjustments, the District will compare the adjusted General Facility Charges with the amount required in the partial payment of the General Facility Charge as identified in the Preliminary Fee Section 5.(A.)(2), General Facility Charges, of this Agreement.

If the adjusted General Facility Charges would be less than the partial payment, the District may consider a refund under the terms described in the Paragraph WS-55, Developer Extension Agreement Termination, of the General Provisions of this Agreement.

If the adjusted General Facility Charges would be more than the partial payment, the District will refund the Developer the excess amount.

Any refund will be made by the District by processing a voucher with King County, payable to the Developer, through the District's normal accounts payable process. The accounts payable process can take up to 60 days. When the check from King County for the excess General Facility Charge payment reimbursement is received by the District, it will be mailed to the Developer at the address listed on the Project Information sheet included as part of this Developers Extension Agreement, unless otherwise directed by the Developer in writing.

(5) Supplemental Developer Agreement Fees

- a) Reimbursement Agreements

If the Developer chooses to enter into a Reimbursement Agreement with the District for facilities Developer has installed which benefit other properties adjacent or near to the installed facility, Developer shall pay: all District fees identified in the Reimbursement Agreement; filing fees for recording the Reimbursement Agreement with King County; and expenses for legal services in excess of those normally used in preparing the District's standard Reimbursement Agreement, including but not limited to changes to the District's standard Reimbursement Agreement requested by the Developer.

Any fees or charges calculated on a time and materials basis shall be subject to a 15 percent overhead rate.

The Developer is also responsible for providing the District with, or paying fees and charges related to obtaining legal descriptions for all Properties identified in the Reimbursement Agreement.

b) Satellite Water Service Agreements

If it is necessary or desirable for the Developer's Project to be developed with a Satellite Water System, a Satellite Water Service Agreement may be entered into between the Developer and the District.

Developer shall pay: all District fees identified in the Satellite Service Agreement; filing fees for recording the Satellite Service Agreement with King County; and expenses for legal services in excess of those normally used in preparing the District's standard Satellite Service Agreement, including but not be limited to changes to the District's standard Satellite Service Agreement requested by the Developer. Any fees or charges calculated on a time and materials basis shall be subject to a 15 percent overhead rate. In addition the Developer is responsible for all fees and charges necessary for all applicable permits and approvals by all federal, state and county agencies having jurisdiction.

c) Agreement for System Use Prior to Final Lift of Asphalt

If the Developer requests and District agrees to allow use of the water and/or sewer system prior to completion of the water and/or sewer facility improvements, where the Developer has completed ALL REQUIREMENTS for Final Acceptance of the project EXCEPT placement of the final lift of asphalt, an Agreement for System Use Prior to Final Lift of Asphalt may be entered into between the Developer and the District.

Developer shall pay all District fees identified in the Agreement for System Use Prior to Final Lift of Asphalt, with such fees being set by District Resolution.

d) Manhole Plugging Agreement

If the Developer requests and the District agrees to allow connection of the side sewers of selected buildings to the sewer main prior to the Developer's completion of Final Acceptance of the sewer facility improvements, the manhole immediately downstream of the side sewers so connected shall be plugged. A Manhole Plugging Agreement will be required for each manhole that is plugged to set forth the requirements and responsibilities of the Developer and the fees for administration and inspection associated with the early side sewer connection.

Developer shall pay all District fees identified in the Manhole Plugging Agreement. Execution of the Manhole Plugging Agreement by the District does not indicate and should not be construed by the Developer as provision of sewer service to the buildings with side sewers connected to the main under the Manhole Plugging Agreement.

e) Future Sewer Connection Agreement

The King County Comprehensive Plan requires Urban Designated property be developed with sewer service. In areas where sewer service is not currently available and will not be extended as part of the Developer Extension Agreement a Future Sewer Connection Agreement may be required by King County, the City of Sammamish or the City of Issaquah.

Developer shall pay all District fees associated with the execution and recording of the Future Sewer Connection Agreement.

f) Other Agreements

If any other Agreements between the Developer and the District are found to be necessary during the course of the Developer Extension Agreement, payment of additional fees or charges may be required. The Developer shall pay for all items such as, but not limited to, the preparation or review of any Agreements by the District's attorney and document recording fees. Any fees or charges calculated on a time and materials basis shall be subject to a 15 percent overhead rate.

(6) Other Charges

The fees listed above are not intended to include allowance for any unusual costs incurred by the District. Other charges may include: legal services in excess of those normally used in administration of a Developer Extension Agreement; fees for other Governmental Agencies submittals; redesign and/or checking of redesigns due to changes made after substantial completion of the original water and/or sewer system design and beyond the control of the District; outside consultant costs incurred for peer review, and other unusual or special costs. Other charges will be on a time and materials basis, plus 15% overhead.

WATER FEE SUMMARY SHEET
first of four sheets

Development Name

(A) PRELIMINARY/CERTIFICATE FEES

(1) Administrative Fee _____
\$250
 Hydrant Flow Test (Optional) _____

(2) General Facility Charges _____
 a) Partial Payment @ **\$500/ERU** _____
 No. Lots _____, No. ERUs _____
 (See Calculation Page A-17-a for ERUs)
 Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____,
 2" _____, Other _____

Minimum Payment Necessary to Enter into Agreement

Total _____
 Date Pd. _____
 Receipt # _____

Date of District Approval of Agreement _____

b) Remaining General Facility Charges _____
 No. Lots _____, No. ERUs _____
 (See Calculation Pages for ERUs)
 Meter Sizes: 3/4" ___ @\$ _____; 1" ___ @\$ _____;
 1-1/2" ___ @\$ _____; 2" ___ @\$ _____;
 Other _____

The GFC in effect at the time of payment of Remaining GFCs shall be charged. The figures given here are those in effect at the time of Agreement preparation, and are subject to change at any time without prior public notice.

Meter Size	3/4"	1"	1-1/2"	2"
GFCs	\$1,742	\$4,356	\$8,712	\$13,940
Cascade View Zone GFC for all SF				\$3,576

less Partial Payment in (A)(2)a) (_____)

Due within 30 days of County or City Approval of Process/Procedure for Certificate issued w/this DE or no later than at the time of initiation of the Design & Inspection Phase of the DE.

(See Section (5)(A)(2).)

TOTAL _____

Date Pd. _____

Receipt # _____

form date November 1999

WATER FEE SUMMARY SHEET
second of four sheets

Development Name

(B) DESIGN AND INSPECTION PHASE FEES

The Design Inspection Phase Fees rate schedule in effect at the time of payment of Design Inspection Phase Fees shall be charged. The rate schedule in effect at the time of Agreement preparation is provided on Page A-17-e, for your information, and is subject to change at any time without prior public notice.

(1) Design, Design Review and Inspection Fees

a) base fee of \$ _____

b) Water main _____ Lineal Feet

\$ _____ per foot for the first 1000 lineal feet

\$ _____ per foot for lineal footage in excess of the first 1000 lineal feet of water main, as determined by the District.

Minimum \$ _____

c) Other Facilities

Pump Stations - \$ _____ designed by Dev. Eng.

Telemetry Programming - \$ _____

Pressure Reducing Stations - \$ _____ each

Detector Check Valve Assemblies - \$ _____ each

Fire Hydrant, tapped onto existing main with no additional main extension - \$ _____ each

Facilities not listed here shall be determined on a case by case basis.

(2) Flushing Water

\$ _____ for the first 1000 lineal feet of water main

\$ _____ per foot for lineal footage in excess of the first 1000 lineal feet of water main, as determined by the District.

(3) Other Charges

SEPA Checklist (for projects not categorically exempt from SEPA) \$ _____

Other Agency Permitting/Inspection Admin. \$ _____
(Permit/Inspection Costs collected at Final Acceptance)

TOTAL

Date Pd. _____

Receipt # _____

Date of Pre-Design Meeting _____

form date November 1999

WATER FEE SUMMARY SHEET
third of four sheets

Development Name

(C) FINAL ACCEPTANCE FEES

(1) Meter Charges (Meter drop prices shown below)

Domestic Meters _____

(Optional for Single Family Residential)

_____ - 3/4" @ \$250.00; _____ - 1" @ \$350.00

_____ - 1-1/2" @ \$525.00; _____ - 2" @ \$625.00

_____ - 3" @ \$2,000.00; _____ - 4" @ \$2,750.00

Irrigation Meters _____

_____ - 3/4" @ \$250.00; _____ - 1" @ \$350.00

_____ - 1-1/2" @ \$525.00; _____ - 2" @ \$625.00

_____ - 3" @ \$2,000.00; _____ - 4" @ \$2,750.00

Note: Prices quoted are for meter drops, meter installation fees are not quoted.

(2) Local Facility Charge

_____ lineal feet at \$_____/lineal foot _____

Streets or areas of frontage:

The LFC rate in effect at the time of Final Acceptance shall be charged. The general rate given here, \$50 per lineal foot, was in effect at the time of Agreement preparation, and is subject to change at any time without prior public notice

(3) Reimbursement Fees (Owing to Others) _____

Description of Reimbursement Basis and Factors:

(4) General Facility Charge Adjustments

See Calculation Sheets, page A-17-c, for Explanation

TOTAL + or - _____ if + _____
Payment to Developer Voucher # _____ if - _____

form date November 1999

WATER FEE SUMMARY SHEET
fourth of four sheets

Development Name

(C) FINAL ACCEPTANCE FEES (Continued)

(5) Supplemental Developer Agreement Fees

a) Reimbursement Agreements _____
b) Satellite Water Service Agreements _____
c) System Use Prior to Final Lift of Asphalt _____
e) Future Sewer Connection Agreement _____
f) Other Agreements _____

g) Recording Fees _____
 \$8.00/1st pg. + 1.00/pg.; # pgs = _____

Agreement Fee Total _____

(6) Other Charges

Right-of-Way Permits _____
Grading Permits _____

(C) FINAL ACCEPTANCE FEES - SUMMARY AND TOTAL

(1) Meter Charges

 Domestic Meters _____

 Irrigation Meters _____

(2) Local Facility Charge _____

(3) Reimbursement Fees (Owing to Others) _____

(4) General Facility Charge Adjustments _____

(5) Supplemental Developer Agreement Fees _____

(6) Other Charges _____

TOTAL _____

Date Pd. _____

Receipt # _____

form date November 1999

SEWER FEE SUMMARY SHEET
first of four sheets

Development Name

(A) PRELIMINARY FEES

(1) Administrative Fee _____
\$250

(2) General Facility Charges _____
a) Partial Payment @ **\$500/ERU**
No. Lots _____, No. ERUs _____
(See Calculation Page A-17-a for ERUs)
Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____,
2" _____, Other _____

Minimum Payment Necessary to Enter into Agreement

Total _____
Date Pd. _____
Receipt # _____

Date of District Approval of Agreement _____

b) Remaining General Facility Charges _____
No. Lots _____, No. ERUs _____
(See Calculation Pages for ERUs)
Meter Sizes: 3/4" ___ @\$ _____; 1" ___ @\$ _____;
1-1/2" ___ @\$ _____; 2" ___ @\$ _____;
Other _____

The GFC in effect at the time of payment of Remaining GFCs shall be charged. The figures given here are those in effect at the time of Agreement preparation, and are subject to change at any time without prior public notice.

Meter Size	3/4"	1"	1-1/2"	2"
GFCs	\$1,710	\$3,862	\$8,550	\$13,680

less Partial Payment in (A)(2)a) (_____)

Due within 30 days of County or City Approval of Process/Procedure for Certificate issued w/this DE or no later than at the time of initiation of the Design & Inspection Phase of the DE.

(See Section (5)(A)(2).)
TOTAL _____
Date Pd. _____
Receipt # _____

form date November 1999

SEWER FEE SUMMARY SHEET
second of four sheets

Development Name

(B) DESIGN AND INSPECTION PHASE FEES

The Design Inspection Phase Fees rate schedule in effect at the time of payment of Design Inspection Phase Fees shall be charged. The rate schedule in effect at the time of Agreement preparation is provided on Page A-17-e, for your information, and is subject to change at any time without prior public notice.

(1) Design, Design Review and Inspection Fees

a) base fee of \$ _____

b) Sewer main _____ Lineal Feet

\$ _____ per lineal feet, as determined by the District

Minimum \$ _____

c) Other Facilities

Lift Stations - designed by Dev. Eng

Mini-Lift Station – each, \$ _____ x _____.

Temporary Style, (submersible) \$ _____

Permanent Style (wet-well/dry well), \$ _____

Telemetry Programming (each lift station) \$ _____ x _____

Grease Interceptors/Oil Water Separators, each \$ _____ x _____

Facilities not listed here shall be determined on a case by case basis.

(2) Flushing Water

\$ _____ for the first 1000 lineal feet of sewer main

\$ _____ per foot for lineal footage in excess of the first 1000 lineal feet of sewer main, as determined by the District.

(3) Other Charges

SEPA Checklist (for projects not categorically exempt from SEPA) \$ _____

Other Agency Permitting/Inspection Admin. \$ _____

(Permit/Inspection Costs collected at Final Acceptance)

TOTAL _____

Date Pd. _____

Receipt # _____

Date of Pre-Design Meeting _____

form date November 1999

SEWER FEE SUMMARY SHEET
third of four sheets

Development Name

(C) FINAL ACCEPTANCE FEES

(1) Side Sewer Inspection Charges

Single Family Residential (Optional) _____
Number of Lots _____ x \$200.00

Non-Single Family Residential
Number of Side Sewers _____ x \$300.00

(2) Local Facility Charge

_____ lineal feet at \$_____/lineal foot _____
Streets or areas of frontage:

The LFC rate in effect at the time of Final Acceptance shall be charged. The general rate given here, \$65.00 per lineal foot, was in effect at the time of Agreement preparation, and is subject to change at any time without prior public notice

(3) Reimbursement Fees (Owing to Others)

Description of Reimbursement Basis and Factors: _____

(4) General Facility Charge Adjustments

See Calculation Sheets, page A-17-d, for Explanation

TOTAL + or - _____ if + _____
Payment to Developer Voucher # _____ if - _____

form date November 1999

SEWER FEE SUMMARY SHEET
fourth of four sheets

Development Name

(C) FINAL ACCEPTANCE FEES (Continued)

(5) Supplemental Developer Agreement Fees

a) Reimbursement Agreements _____
c) System Use Prior to Final Lift of Asphalt _____
d) Manhole Plugging Agreements _____ Start Date = _____
f) Other Agreements _____

g) Recording Fees _____
 \$8.00/1st pg. + 1.00/pg.; # pgs = _____

Agreement Fee Total _____

(6) Other Charges

Right-of-Way Permits _____
Grading Permits _____

(C) FINAL ACCEPTANCE FEES – SUMMARY AND TOTAL

(1) Side Sewer Inspection Charges

Single Family Residential (Optional) _____

Non-Single Family Residential _____

(2) Local Facility Charge _____

(3) Reimbursement Fees (Owing to Others) _____

(4) General Facility Charge Adjustments _____

(5) Supplemental Developer Agreement Fees _____

(6) Other Charges _____

TOTAL _____

Date Pd. _____

Receipt # _____

form date November 1999

Calculation of Equivalent Residential Units (ERUs)

Date _____
By _____

1 ERU = The water use for a Single Family Building using a 3/4" meter.

ERU's are based on meter size. The number of ERU's each meter size represents are based on American Water Works Association (AWWA) capacity ratings.

Single Family Residential:

- Water: 1 lot served by a 3/4" meter = 1 ERU
lots served by larger meters have ERU's based on meter size.
- Sewer: 1 lot = 1 ERU, regardless of meter size.

Non-Single Family Residential:

- Water: ERU's based on meter size.
- Sewer: ERU's based on meter size.

Category Used for basis of Calculation: _____

Single Family Residential: No. Lots _____;
Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

Non Single Family Residential: Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

If the meter size is not known, an estimate based on similar facilities installed in the District should be used.

<u>Meter Size</u>	<u>ERU's</u>
3/4"	1
1"	2.5
1 1/2"	5
2"	8
3"	16
4"	25
6"	50
8"	80
10"	115

Other Criteria _____

CALCULATIONS FOR ERU'S AT TIME OF ENTERING INTO AGREEMENT:

ERU'S _____
By ___ Date _____

CALCULATIONS FOR ERU'S IF CHANGES TO SCOPE OF DEVELOPMENT HAVE OCCURRED PRIOR TO PAYMENT OF REMAINING GFC'S - [(A)(2)b):

Single Family Residential: No. Lots _____;
Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

Non-Single Family Residential: Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

If the meter size is not known, an estimate based on similar facilities installed in the District should be used.

Other Criteria _____

ERU'S _____

By ___ Date _____

CALCULATIONS FOR ERU'S IF CHANGES TO SCOPE OF DEVELOPMENT HAVE OCCURRED PRIOR TO PAYMENT OF FINAL ACCEPTANCE FEES - [(C)(4):

Single Family Residential: No. Lots _____;
Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

Non Single Family Residential: Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

If the meter size is not known, an estimate based on similar facilities installed in the District should be used.

Other Criteria _____

ERU'S _____

By ___ Date _____

(4) General Facility Charge Adjustments - Water

a) Change in Project Scope

No. Lots _____, No. ERU's _____ (See Previous Page for ERU's)

Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

\$ _____/ERU for single family residential

\$ _____/ERU x _____ ERU's = _____

or

\$ _____/ERU for non-single family residential

\$ _____/ERU x _____ ERU's = _____

less General Facilities paid in

Preliminary Fees - (A) (2)b) « _____ »

(Before Partial Payment subtracted)

+ or - _____

b) Addition of irrigation

Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____, No. ERU's _____

\$ _____/ERU x _____ ERU's = _____

c) General Facility Charge Rate Change

Resolution # _____

+ or - _____

d) Other reasons

+ or - _____

Adjustment to General Facility Charge

(4) a) to d) Total + or - _____

if + _____

Payment to Developer Voucher # _____

if - _____

If a payment to Developer is indicated, evaluate the minimum payment necessary to the District per Section 5.(C)(4) General Facility Charge Adjustments prior to processing voucher.

(4) General Facility Charge Adjustments - Sewer

a) Change in Project Scope

No. Lots _____, No. ERU's _____ (See Previous Page for ERU's)
Meter Sizes: 3/4" _____, 1" _____, 1-1/2" _____, 2" _____, Other _____

\$ _____/lot for single family residential

\$ _____/lot x _____ lots = _____

or

\$ _____/ERU for non-single family residential

\$ _____/ERU x _____ ERU's = _____

less General Facilities paid in

Preliminary Fees - (A) (2)b) « _____ »

(Before Partial Payment subtracted)

+ or - _____

b) General Facility Charge Rate Change

Resolution # _____

+ or - _____

d) Other reasons

+ or - _____

Adjustment to General Facility Charge

(4) a) to d) Total + or - _____

if +

Payment to Developer Voucher # _____

if -

If a payment to Developer is indicated, evaluate the minimum payment necessary to the District per Section 5.(C)(4) General Facility Charge Adjustments prior to processing voucher.

DESIGN/INSPECTION PHASE FEE RATE SCHEDULE
11/15/99

WATER			
1	Design, Design Review & Inspection		
1.a	Base Fee	\$ 715.00	Per Agreement
1.b	Water Main	\$ 2.60	per lineal foot for the first 1000 ft of main,
		\$ 2.30	per lineal foot for footage of main in excess of 1000 feet, SUBJECT TO
		\$ 1560.00	Minimum
1.c	Other Facilities	\$ 5000.00	Pump Stations, each designed by Developer's Engineer
		\$ 2000.00	Telemetry Programming
		\$ 520.00	per each Pressure Reducing Stations
		\$ 390.00	per each Detector Check Assemblies
		\$ 390.00	per each Fire Hydrant tapped onto existing main, with no additional main ext.
2.	Flushing Water	\$ 245.00	for the first 1000 lineal feet of main
		\$ 0.18	per lineal foot for footage of main in excess of 1000 feet.
3.	Other Charges	\$ 1500.00	SEPA Checklist (for projects not categorically exempt from SEPA)
		\$ 300.00	Other Agency Permitting/Inspection Administration Other Charges Determined by the District on a case by case basis.
SEWER			
1.	Design, Design Review & Inspection		
1.a	Base Fee	\$ 715.00	Per Agreement
1.b	Sewer Main	\$ 3.90	per lineal footage of main, SUBJECT TO
		1950.00	Minimum
1.c	Other Facilities	\$ 5000.00	Lift Stations, each, designed by Developers Engineer
		\$ 7000.00	Mini-Lift Station
		\$ 9000.00	Temporary Style (submersible)
			Permanent Style (wet-well/dry well)
		\$ 2000.00	Telemetry Programming
	\$ 500.00	Grease Interceptor/Oil Water Separators, each	
2.	Flushing Water	\$ 175.00	for the first 1000 lineal feet of main
		\$ 0.13	per lineal foot for footage of main in excess of 1000 feet.
3.	Other Charges	\$ 1500.00	SEPA Checklist (for projects not categorically exempt from SEPA)
		\$ 300.00	Other Agency Permitting/Inspection Administration Other Charges Determined by the District on a case by case basis.

SUPPLEMENTAL DEVELOPER AGREEMENT FEE SCHEDULE
11/15/1999

	AGREEMENT		
5.a.	Reimbursement Agreements	\$ 300.00 \$ 50.00	Per Agreement Per reimbursement check processed
5.b.	Satellite Water Service Agreements	\$ 250.00 \$ 3000.00	Administrative Fee Future Water System Conversion
5.c.	System Use Prior to Final Lift of Asphalt	\$ 350.00 \$ 100.00 \$ 100.00 \$ 200.00 \$ 500.00 \$ 200.00 \$ 100.00 \$ 25.00 \$ 25.00	Base fee – Non-refundable Refundable fees listed below Per Manhole Per Valve Box Per Meter Box – minor adjustment Per Meter Box - incomplete Per Air Relief Valve Per Valve Marker Per Hydrant Per Type 1 Blow-off
5.d.	Manhole Plugging Agreement	\$ 1350.00 \$ 110.00	Base fee Per manhole charge
5.e.	Future Sewer Connection Agreement	\$ 25.00	Per Agreement

6. Preparation of Plans.

Developer shall have the option of retaining its own engineer to prepare the Plans for the extension(s) according to District Specifications or to have the District prepare the Plans.

(A) If Developer elects to retain its own engineer for preparation of the Plans, then Developer must obtain District approval of Project Engineer in accordance with Paragraph WS-6 of this Agreement.

(B) Prior to preparation of the Plans, by either the Project Engineer or the District, Developer must file with the District copies of the:

- 1) Approved Preliminary Plat for Developer's project.
- 2) Road and storm sewer plans and profiles for the project.
- 3) A contour map of the project with contour intervals of five (5) feet or less. For projects including sewer, more detailed contour information may be required.

(C) Upon completion of (B) above, a pre-design meeting between the District, Developer and the Project Engineer will be scheduled. It is expected that this meeting will occur approximately ten (10) days after completion of (B) above.

(D) At the pre-design meeting, the District shall discuss with the Developer and the Project Engineer the items listed below. The District shall also supply to the Developer a copy of As-Built drawings for surrounding District utilities, as may be available, and such other relevant information as may be available.

- 1) Water system - a conceptual plan illustrating the overall system grid required, the necessary sizes of pipes, gradients of water lines and such other special requirements as may be deemed necessary
- 2) Sewer system - a conceptual plan illustrating the overall collection system required, the necessary sizes of pipes, points of connection and such other special requirements as may be deemed necessary.

(E) Following the predesign meeting, the District shall compute the Design and Inspection Phase fees. The Developer shall pay the District Design and Inspection Phase fees prior to the commencement of design or design review by the District. If the Developer has retained its own engineer to prepare the plans:

(1) After the pre-design meeting the Project Engineer shall prepare and submit to the District three (3) copies of a preliminary Design and Plans for review and approval by the District. The District shall have the right to require changes in the preliminary Design and Plans as may be deemed necessary. All Designs and Plans prepared by Project Engineer shall be prepared in accordance with; Part One - Design Standards for Water and Sewer Systems, and Part Five - Drawing Standards for Water and Sewer Systems of this Agreement's Technical Specifications.

(2) Upon approval of the preliminary Design and Plans by the District, Project Engineer shall prepare a final Plan and submit the original mylar drawing of the final Plan to the District.

(F) Upon approval of the final Plan by the District, the District Manager shall indicate his/her approval of the Plan on the original mylar drawings.

(G) Copies of the Plans

- 1) If the Plans have been prepared by the Project Engineer, the Developer will make copies of the Plans as necessary for Permit submittals and six (6) sets for District use during construction and inspection. The original mylars will be kept by the Project Engineer for preparation of As-Built Record Drawings at the completion of construction. The Developer may obtain copies of the Plans as needed by Developer and Contractor from the Project Engineer.
- 2) If the Plans have been prepared by the District, the District will supply to the Developer, at Developer's option, either:
 - a) Five (5) sets of blackline prints;
 - or
 - b) One set of reproducible vellum prints.

Prints of the Plans in addition to those listed here will be supplied upon request at fee rates normally charged by the District for such Prints.

7. Technical Detail and Specifications.

Refer to the Technical Specifications Sections of this Agreement; Part One – Design Standards, Part Two – Material Standards, Part Three – Construction Standards, Part Four - Standard Details, and Part Five – Drawing Standards; which are attached hereto and made a part of this Agreement. In addition, the Sammamish Plateau Water and Sewer District Side Sewer Regulations, a separate document, are included by this reference.

8. Permits and Approvals by other Agencies

When the original mylar Plan Drawings have been approved by the District Manager, the District will apply for such permits and approvals for the Plan as may be necessary. Should changes to the Plan be required in order to receive said permits and approvals, the Engineer who prepared the plan shall make all changes as required.

9. Performance Guarantee.

The Developer shall provide a signed copy of the contractor's bid for the extension(s), (unless the Developer is undertaking the work itself), for the Districts' review, a minimum of five (5) days prior to the preconstruction conference. Developer shall furnish to the District, prior to the preconstruction conference a performance guarantee of a type and in a form as determined by the District, in its sole discretion, in an amount equal to either the engineer's estimated cost of the extension(s) or contractor bid price as required by the District.

The Performance Guarantee shall require completion of all work within a period of eighteen (18) months from the date of payment of the Design and Inspection Phase Fees to the District in accordance with the Agreement, the Plans and Specifications and other requirements of the District. The Performance Guarantee shall be released by the District upon the District's final acceptance of the work in accordance with paragraph WS-11 "Performance Guarantee" of this agreement.

The District in its sole discretion may also require a payment bond of a type and in a form as determined by the District requiring the payment by the Developer of all persons furnishing labor and materials in connection with the work performed under the Agreement, and shall hold the District harmless from any claims therefrom. Any payment bond required by the District shall be provided to the District prior to the preconstruction conference or following commencement of work as a condition of the District granting final acceptance of the work referenced herein.

No third person or party shall have any rights under any performance or payment guarantee the District may require from the Developer and such are provided entirely for the benefit of the District and the Developer and their successors in interest.

10. Subletting and Subcontracting.

Developer is fully responsible for the acts and omissions of subcontractors and persons employed, directly or indirectly, by subcontractors, as well as the acts and omissions of persons directly employed by the Developer.

11. Preconstruction Meeting.

After the Plans have been approved by the District, and a Performance Guarantee has been supplied to the District, the Developer shall contact the District to schedule a preconstruction meeting. Construction of the water and/or sewer improvements for the Developer's project shall not begin for at least 48 hours after the preconstruction meeting. The preconstruction meeting shall be at the District's offices, located at 1510 - 228th Avenue SE, Sammamish, Washington, during normal District office hours. If deemed necessary, the meeting may be continued at the project site.

The meeting shall be attended by the Developer, Developer's Contractor, any sub-Contractor who will be involved in the construction of the water and/or sewer improvements, Project Engineer, if appropriate, District Inspector, other District staff personnel and government agency representatives with jurisdiction on the water and/or sewer improvements installation, if they so request to be present. The District may elect to excuse the attendance at the meeting of any of the attendees upon request.

If the Developer changes Contractors or hires additional Contractors who were not included in the preconstruction meeting for the installation of the water and/or sewer facilities, an additional meeting may be required by the District prior to the new Contractor(s) doing any work on the water and/or sewer installations.

Prior to any work being performed on the water and/or sewer improvements, a Certificate of Insurance, with the District as Certificate Holder and naming the District as an insured, covering each Contractor who will be working on the water and/or sewer improvements must be provided to the District.

12. Final Acceptance - Conditions Precedent.

(A) Compliance with this Agreement

Compliance with all terms and conditions of this Agreement, the Plans and Specifications prepared hereunder and other District requirements shall be a condition precedent to the District's final acceptance of the extension(s) and acceptance of the bill(s) of sale to the extension(s) and to the District's agreement to maintain and operate the extension(s) and to provide water and/or sewer service to the real property that is described in this Agreement.

(B) Payment of Fees and Costs

No connection to the District water and/or sewer system(s) of any portion of the real property described in this Agreement shall be allowed if there are any fees or costs unpaid to the District under this Agreement or there are other fees arising under other District requirements which are unpaid.

(C) Construction Completion

1) Third Party Facilities

The District shall not be obligated to provide water and/or sewer service to the property described in this Agreement if construction by third parties of facilities to be transferred to the District has not been completed and title accepted by the District if such third-party facilities are necessary to provide water and/or sewer service to the property described in this Agreement.

2) Developer's Project Facilities

The District will accept title to the extension(s) at such time as all work which may, in any way, affect the water and/or sewer lines constituting the extension(s) has been completed, any damage to said extension(s) which may exist has been repaired, and the District has made final inspection and given the approval to the extension(s) as having been completed in accordance with this Agreement, the Plans and Specifications and other requirements of the District.

(D) Maintenance Guarantee

Such acceptance by the District shall not relieve the Developer of the obligation to correct defects in labor and/or materials as herein provided and/or the obligations set forth in applicable paragraphs hereof. After acceptance of the extension(s) by the District and the transferring of title to such extension(s) as set forth herein, the Developer shall furnish to the District a maintenance guarantee (cash or bond) which shall continue in force from the date of final acceptance of said extension(s) for a period of one year. The period of one year does not start until all improvements are complete, including adjustments in the final lift of asphalt. The guarantee shall be in a form as contained herein and shall require the Developer and/or the bonding company to correct the defects in labor and materials which arise in said system for a period of one year from the date of final acceptance of the system. The maintenance guarantee shall be in an amount equal to ten (10) percent of the cost of said extension(s), but not less than two thousand dollars (\$2000.00), or the actual cost of construction if the actual cost is less than two thousand dollars.

(E) As-Built Record Drawings

1) Design by District

If the design was completed by the District, provision of the project field plans maintained by the Developer/Contractor, marked to indicate District-approved plan revisions made in the field and other details of construction, shall be required. The Developer shall also furnish any additional information not shown on the project field plans required by the District for the preparation of As-Built record drawings, such as but not limited to, locating bends in the water main from two permanent above ground fixtures and survey of sewer inverts. The District shall prepare the "As-Built" record drawings.

2) Design by Project Engineer

If the design was prepared by the Project Engineer, the Developer shall be responsible for providing the District with As-Built record drawings, on a mylar format, clearly marked as "As-Built". If the design was prepared in a digital format, the as-built record drawings shall also be provided in a digital format. In addition, for all as-built record drawings electronic file(s) containing a scanned image of each sheet shall be provided. See Technical Specifications for details. If the As-Built record drawing is not on the original District Approved plan, a mylar of the original District approved plan shall also be provided. Prior to their acceptance the District shall review the As-Built Record Drawings and inform the Developer of any additional information required and not shown, such as but not limited to, survey of water and/or sewer improvements not located in County or City Right-of-Way.

(F) Easements

All easements required shall be provided by the Developer prior to Final Acceptance of the water and/or sewer improvements covered by this Agreement. The Developer shall provide the District the Easement(s) on one of the District's standard forms. In addition, the easement shall be shown on documents recorded as part of King County's, the City of Sammamish's or the City of Issaquah's requirements for final acceptance of the Development.

1) Standard Forms

A copy of the District's standard easement forms are available at the District offices.

2) On Documents

The easement to be provided to the District shall be shown on Development documents recorded with King County. The easement shall be identified as a "Water Easement" or "Sanitary Sewer Easement" and shall have the same restrictions identified on the District's standard easement forms. The Developer shall provide the District with a copy of the Development documents, such as the proposed final short plat or plat, as they are to be recorded, for District's review and approval of waterline and sewerline easements, prior to recording. A copy of the recorded document shall also be provided to the District, after final recording.

(G) Cross Connection Certification

All backflow prevention devices shall be installed prior to final inspection and a Backflow Prevention Assembly Test Report for each device must be submitted to the District prior to Final Acceptance of and service to the project. The test report

may be on the District's standard form, which is available at the District offices, or on a form similar to the form provided in the Forms section of this Agreement.

Prior to the lapse of the one year maintenance period and release of the Maintenance Guarantee, the Developer is required to have all backflow prevention devices retested, certified and a Backflow Prevention Assembly Test Report submitted to the District. Thereafter, on an annual basis, the Owner of the property is required to have the backflow prevention devices retested, certified and a test report submitted to the District.

13. Warranties of Developer.

The Bill of Sale to be provided by the Developer to the District shall contain the following warranties with the District as beneficiary:

(A) Developer is the owner of the property, the same is free and clear of all encumbrances and Developer has good right and authority to transfer title thereto to the District and will defend the title of the District against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and

(B) The water system and/or sewer system extension(s) is/are in proper working condition, order and repair, and is/are adequate and fit for the intended purpose of use as a water system and/or sewer system and as an integral part of the water supply and distribution system of the District and/or as an integral part of the sewer collection system of the District; and

(C) For a period of one year from the date of Final Acceptance of the extension(s) by the District, the extension(s) and all parts thereof shall remain in proper working condition, order and repair, and Developer shall repair or replace, at Developers expense, any work or material which may prove to be defective during the period of the warranty.

In addition, Developer shall obtain warranties and guaranties from its subcontractor(s) and/or supplier(s) where such Warranties or guaranties are required by the District. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for one year after acceptance of the corrected work by the District.

14. Procedure for Acceptance.

Acceptance of title to the extension(s) will be made by motion and resolution of the Board of Commissioners of the District. Prior to such acceptance, an executed Bill of Sale in a form approved by the District and containing the warranties required by this Agreement shall be executed by the Developer and any additional owners and delivered to the District.

15. Effect of Acceptance.

Acceptance by District shall cause the extension(s) to be subject to the control, use and operation of the District and all regulations and conditions of service and service charges as the District determines to be reasonable and proper.

16. Provision of Service.

The Developer will be required to provide the District with a copy of any recorded documents which indicate the final subdivisions, easements, rights-of-way or legal descriptions of the real property described in this Agreement. This shall include but not be limited to Plat Certificates, Final Short Plat maps or Record of Surveys.

Water and/or sewer service will be provided to individual users upon receipt of a completed application and payment of any fees, such as meter drop fees and/or side sewer inspection fees, owing for such service, as required by District policies and resolutions. If sewer service is available to the property, and there is no pre-existing alternate source of sewage disposal, connection to the sewer service may be required at the time water service is provided.

17. Phased Construction.

The extension(s) may be constructed in phases with prior District approval and as further conditioned by the District. Acceptance may also be on a phased basis when all requirements have been met. There will be no conditional acceptance or acceptance for use and operation.

If phased construction is requested by Developer prior to design review, the Developer Extension Agreement may be split to match the construction phases. The District reserves the right to refuse the phased construction request if necessary portions of the water and/or sewer system would be eliminated by the separation. Separate and distinct plan sets will be required for each Developer Extension Agreement. All fees and charges required for each individual Developer Extension Agreement will be assessed and paid in full.

If phased construction is requested after design review has commenced, but prior to construction, the Developer Extension Agreement may be split to match the construction phases. The District reserves the right to refuse the phased construction request if necessary portions of the water and/or sewer system would be eliminated by the separation. Separate and distinct plan sets will be required for each Developer Extension Agreement. All fees and charges required for each individual Developer Extension Agreement will be assessed and paid in full, and any additional costs for re-reviewing plans previously started will be assessed.

Phased construction requests following the pre-construction meeting will not be allowed.

However, requests for phased acceptance of the water and sewer improvements will be considered in cases where the water and sewer improvements have been completed except for adjustment for final lift of asphalt. These requests will be considered on a case by case basis. The minimum following conditions must be in place prior to District consideration of the request.

- a. Asphalt treated base (ATB) is placed.
- b. Punchlist is completed except for final asphalt lift.
- c. Developer provides all paperwork necessary for District acceptance of the Developer Extension Agreement.
- d. Developer pays all final fees.
- e. Developer executes Agreement for System Use Prior to Final Lift of Asphalt, including payment of all associated fees.

18. Use and Operation of System Prior to Final Acceptance.

The District shall have the right to take possession of and use any completed or partially completed portions of the work although the time may not have expired for completing the entire work, and this shall not be deemed acceptance of any of the work. However, the District is not obligated to supply service to the Developer's property until all work is completed and accepted by the District.

19. Limitation of Period of Acceptance.

The extension(s) shall be completed and accepted within eighteen (18) months of the date of payment of the Design and Inspection Phase Fees to the District. If the extension(s) is/are not completed and accepted within the eighteen (18) month period, then this Agreement and all of the Developer's rights herein shall terminate and cease. In the event the Agreement terminates, the District shall have the option, in its sole discretion, to allow the Developer an extension on the existing agreement or to require the Developer to make a new application for extension agreement to the District. If the District decides to allow the Developer an extension of the existing agreement, the existing agreement shall then be subject to any new or amended resolutions or policies which have taken affect since the execution of the terminated agreement. Any such new agreement entered into between the District and the Developer pursuant to a new application shall be subject to any new or amended resolutions or policies which have taken affect since the execution of the terminated agreement.

20. Inspection/Corrections of Defects Occurring Within Maintenance Period.

When defects in the extension(s) are discovered within the maintenance period, Developer shall start work to remedy any such defects within seven (7) days of notice by the District and shall complete such work within a reasonable time. In emergencies, where damages may result from delay and where loss of service may result, corrections may be made by the District upon discovery, in which case the cost thereof shall be borne by the Developer. In the event the Developer does not commence and/or accomplish corrections within the time specified, the work may be accomplished by the District at its option, and the cost thereof shall be paid by the Developer.

Developer shall be responsible for any expenses incurred by the District resulting from defects in the Developer's work, including actual damages, costs of materials and labor expended by the District in making repairs and the cost of engineering, inspections and supervision by the District.

21. Cleaning of Sewer System Within Maintenance Period.

Eleven months after acceptance of the extension(s) by the District, the Developer shall have the sewer system jetted completely, prior to the District's Maintenance Period inspection. The Developer shall arrange with the District to have a District representative observe the jetting operation. All debris and jetting water shall be removed (vactored) from the sewer system and disposed of properly. The District may, at its sole discretion, allow the decant water from the vactor truck to be disposed of at specific locations within the District, but only in the presence of a District representative.

APPROVAL OF THIS APPLICATION BY THE DISTRICT CONSTITUTES A CONTRACT WITH THE DEVELOPER APPLICANT, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS MANUAL, THE DISTRICT'S MATERIALS, CONSTRUCTION AND STANDARD DETAILS SPECIFICATIONS SHEETS, THE EXTENSION(S) DESIGN DRAWINGS APPROVED BY THE DISTRICT AND APPLICABLE DISTRICT POLICIES, RESOLUTIONS AND PROCEDURES.

DEVELOPER, _____,

a ___ corporation, ___ partnership, ___ limited liability company (LLC), ___ joint venture, ___ sole proprietorship.

- NOTE: 1. If the Developer is a corporation, this Agreement must be executed by its duly authorized representative and the Developer hereby warrants same.
2. If the Developer is a partnership, at least one of the general partners must sign this Agreement and indicate his/her capacity as such.

By _____ ("Developer")

(Print or type name)

Its _____
(Print or type position held)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____
Signature of
Notary Public _____
Title _____
My Appointment Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated _____
Signature of
Notary Public _____
Title _____
My Appointment Expires _____

FORMS

Table of Contents

Approval Block for Plans

Easements

- Easement for Water Lines
- Easement for Sewer Lines
- Temporary Construction Easement

Performance Guarantees

- Cash Performance and Pledge of Monies Agreement
- Performance Bond
- Sample Letter of Credit Form Acceptable to the District

Material and Equipment List

Certificate of Insurance (Sample)

Acceptance by Property Owner of Restoration Improvements

Manhole Plugging Agreement

As-Built Drawing (Samples)

- Water
- Sewer

Affidavit of No Liens

Bill of Sale

- Bill of Sale - Water
- Bill of Sale - Sewer

Maintenance Guarantee

- Maintenance Bond
- Cash Maintenance and Pledge of Monies Agreement

System Use Prior to Final Lift of Asphalt

Final Cost Summary

- Water Final Cost Summary
- Sewer Final Cost Summary

Backflow Prevention Assembly Test Report

Application for Reimbursement Agreement for Water/Sewer Facilities

Reimbursement Agreement

APPROVED: _____ DATE: _____
MANAGER SAMMAMISH PLATEAU
WATER AND SEWER DISTRICT

APPROVAL BLOCK

Recording Requested By And
When Recorded Mail To:

Sammamish Plateau Water and Sewer District
1510 - 228th Avenue S.E.
Sammamish, Washington 98075

DOCUMENT TITLE:	<i>EASEMENT FOR WATER LINES</i>
REFERENCE NUMBER OF RELATED DOCUMENT:	<i>Not Applicable</i>
GRANTOR(S):	
ADDITIONAL GRANTORS ON PAGE	OF DOCUMENT
GRANTEE(S):	<i>SAMMAMISH PLATEAU WATER & SEWER DISTRICT</i>
ADDITIONAL GRANTEES ON PAGE	OF DOCUMENT
ABBREVIATED LEGAL DESCRIPTION:	
ASSESSOR'S TAX / PARCEL NUMBER(S):	

EASEMENT FOR WATER LINES

The undersigned, _____
("Grantor"), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to Sammamish Plateau Water and Sewer District, a municipal corporation in King County, Washington ("Grantee"), and its successors and assigns, a permanent Easement for Water Lines including water lines and appurtenances thereto ("Easement") as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under the real property legally described in *Exhibit "A"*, attached hereto and incorporated herein by this reference ("Real Property"), such Easement as legally described on *Exhibit "B"* and as described and depicted on *Exhibit "C"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, installing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water lines, together with all facilities, connectors and appurtenances ("Water Lines"), including the right of ingress and egress for said purposes.
2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the Water Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Real Property as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Water Lines.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Water Lines or endanger the lateral or other support of the Water Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Water Lines.

4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

5. Recording. Upon its execution, the Easement shall be recorded with the Department of Records and Elections, King County, Washington.

DATED this _____ day of _____, _____.

GRANTOR(S)

By _____

By _____

(Print or type name(s))

Its _____
(Print or type position held)

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 and acknowledged it to be his/her free and voluntary act, for the uses and purposes
mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission 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 he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged
it as the _____ of
_____, to be the free and voluntary act of such entity,
for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission Expires _____

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT A
SAMPLE

insert "Real Property" legal description – maintain 1-inch margins on all sides

For example,

That portion of the South 125 feet of the East 318.5 feet of the S ½ of the SE ¼ of the NE ¼ of the NE ¼ of Section xx, Township yy North, Range zz East, Willamette Meridian, in King County, Washington.

Or

Lot x of the Plat of xx recorded on Pages yyy to zzzz, Volume X of Plats, located in King County, Washington.

EXHIBIT B
SAMPLE

insert "Easement" legal description – maintain 1-inch margins on all sides

insert legal description of access road, if applicable

For example,

The water easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. _____ - _____, lying within the area described as follows:

Commencing at the southeast corner of said property, thence $N0^{\circ}48'12''E$ for a distance of 15.00 feet, thence $N89^{\circ}32'3''W$ for a distance of 161.61 feet, thence ... to the point of origin of this description.

The access road along the water easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. _____ - _____, lying within the area described as follows:

Commencing at the southeast corner of said property, thence $N0^{\circ}48'12''E$ for a distance of 12.00 feet, thence $N89^{\circ}32'3''W$ for a distance of 161.61 feet, thence ... to the point of origin of this description.

EXHIBIT C
SAMPLE

insert description of “Easement” and access road (if applicable), together with a pictorial depiction of the location on the “Real Property” – maintain 1-inch margins on all sides

For example,

The water easement is a 15-foot-wide easement along the southern boundary of the Real Property described in Exhibit A. A 12-foot wide gravel access road is centered on the water easement. A pictorial representation of the easement and access road, including hammerhead turnaround, is attached.

Recording Requested By And
When Recorded Mail To:

Sammamish Plateau Water and Sewer District
1510 - 228th Avenue S.E.
Sammamish, Washington 98075

DOCUMENT TITLE: *EASEMENT FOR SEWER LINES*
REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*
GRANTOR(S):
ADDITIONAL GRANTORS ON PAGE OF DOCUMENT
GRANTEE(S): *SAMMAMISH PLATEAU WATER & SEWER DISTRICT*
ADDITIONAL GRANTEES ON PAGE OF DOCUMENT
ABBREVIATED LEGAL DESCRIPTION:
ASSESSOR'S TAX / PARCEL NUMBER(S):

EASEMENT FOR SEWER LINES

The undersigned, _____
("Grantor"), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to Sammamish Plateau Water and Sewer District, a municipal corporation in King County, Washington ("Grantee), and its successors and assigns, a permanent Easement for Sewer Lines including sewer lines and appurtenances thereto ("Easement") as follows:

1. Nature and Location of Easement. The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under the real property legally described in *Exhibit "A"*, attached hereto and incorporated herein by this reference ("Real Property"), such Easement as legally described on *Exhibit "B"* and as described and depicted on *Exhibit "C"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating sewer lines, together with all facilities, connectors and appurtenances ("Sewer Lines"), including the right of ingress and egress for said purposes.
2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the Sewer Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Real Property as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Sewer Lines.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Sewer Lines or endanger the lateral or other support of the Sewer Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Sewer Lines.

4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

5. Recording. Upon its execution, the Easement shall be recorded with the Department of Records and Elections, King County, Washington.

DATED this _____ day of _____, _____.

GRANTOR(S)

By _____

By _____

(Print or type name(s))

Its _____
(Print or type position held)

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 and acknowledged it to be his/her free and voluntary act, for the uses and purposes
mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission 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 he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged
it as the _____ of
_____, to be the free and voluntary act of such entity,
for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____,
_____.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission Expires _____

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT A
SAMPLE

insert "Real Property" legal description – maintain 1-inch margins on all sides

For example,

That portion of the South 125 feet of the East 318.5 feet of the S ½ of the SE ¼ of the NE ¼ of the NE ¼ of Section xx, Township yy North, Range zz East, Willamette Meridian, in King County, Washington.

Or

Lot x of the Plat of xx recorded on Pages yyy to zzzz, Volume X of Plats, located in King County, Washington.

EXHIBIT B
SAMPLE

insert "Easement" legal description – maintain 1-inch margins on all sides

insert legal description of access road, if applicable

For example,

The sewer easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. _____ - _____, lying within the area described as follows:

Commencing at the southeast corner of said property, thence $N0^{\circ}48'12''E$ for a distance of 15.00 feet, thence $N89^{\circ}32'3''W$ for a distance of 161.61 feet, thence ... to the point of origin of this description.

The access road along the sewer easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. _____ - _____, lying within the area described as follows:

Commencing at the southeast corner of said property, thence $N0^{\circ}48'12''E$ for a distance of 12.00 feet, thence $N89^{\circ}32'3''W$ for a distance of 161.61 feet, thence ... to the point of origin of this description.

EXHIBIT C
SAMPLE

insert description of “Easement” and access road (if applicable), together with a pictorial depiction of the location on the “Real Property” – maintain 1-inch margins on all sides

For example,

The sewer easement is a 15-foot-wide easement along the southern boundary of the Real Property described in Exhibit A. A 12-foot wide gravel access road is centered on the sewer easement. A pictorial representation of the easement and access road, including hammerhead turnaround if applicable, is attached.

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made this _____ day of _____, _____, between _____(Grantors") and the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, King County, Washington ("Grantee").

1. Grantors, for and in consideration of the sum of One dollar (\$1) and for other valuable consideration, receipt of which is hereby acknowledged, hereby grant to the Grantee and its agents and assigns, the right, permit, license and easement to use and occupy the real property legally described on Attachment A attached hereto for any and all purposes related to the construction of utility lines and appurtenances.

2. Such temporary construction easement is legally described on Attachment B attached hereto.

3. Grantee shall indemnify and save the Grantors harmless from any and all claims and causes of action of every kind and description which may be suffered by any person or property by reason of, arising out of or resulting from Grantee's sole negligence relating to the use and occupancy of such real property by the Grantee, its successors and assigns.

4. This temporary construction easement and permit, and all rights granted hereunder, shall terminate automatically and without notice upon the completion of the construction of the above-referenced project or upon the _____ day of _____, _____, whichever date is earlier.

5. Grantee, upon the completion of the construction of such utility lines, shall restore the real property referenced herein to its condition prior to any such disturbance from construction, maintenance or repair of such utilities.

DATED this _____ day of _____, _____.

GRANTOR(S):

By _____

By _____

(Print or type name(s))

Its _____
(Print or type position held)

ATTACHMENT A

ATTACHMENT B

CASH PERFORMANCE AND PLEDGE OF MONIES AGREEMENT

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

SECTION 1: RECITALS

1.01 The District and the Developer are parties to a _____ (Water/Sewer) Developer Extension Agreement dated the ____ day of _____, ____ ("Extension Agreement"), regarding the construction of certain extension improvements for the project known as _____ ("Project") referenced therein.

1.02 Pursuant to paragraph WS-11, "Performance Guarantee", of the Extension Agreement, the Developer is required to furnish the District with a performance guarantee to guarantee the completion and acceptance of the extension improvements for the project. Pursuant to such provision, the Developer desires to furnish the District a cash bond in lieu of a corporate surety performance bond as the required performance guarantee.

1.03 The District will accept, hold and disburse such cash bond as set forth below.

1.04 Therefore, the parties, in consideration of the terms and conditions herein stated, now agree as follows:

SECTION 2: CASH PERFORMANCE BOND

2.01 The Developer shall provide the District cash funds ("Funds") in the amount of U.S. _____ Dollars (\$_____) to guarantee the Developer's performance of the Extension Agreement referenced in paragraph 1.01 above.

2.02 The District shall hold and deposit such funds in a non-interest-bearing account in the _____ Bank ("Bank"), such account to be in the sole name of the District.

2.03 The conditions under which the District will disburse or utilize such Funds for the completion of the Developer's obligations under the Extension Agreement are such that:

a. If the extension improvements which are the subject of the Extension Agreement are completed and are given final acceptance by the District within eighteen (18) months from the date of payment of the Design and Inspection Phase Fees to the District as required by the Extension Agreement, the District shall disburse the Funds, less charges for District administrative and other costs referenced in this Agreement, to the Developer within thirty (30) days of such acceptance; or

b. If the extension improvements which are the subject of the Extension Agreement are not completed and accepted by the District within eighteen (18) months of the date referenced above, the District shall have the right to use the Funds to complete such extension improvements to the District's satisfaction and specifications referenced in the Extension Agreement; in such event, the District shall return any unused Funds thereon to the Developer within thirty (30) days of the completion and acceptance of the extension improvements by the District.

SECTION 3: PLEDGE AND SECURITY AGREEMENT

3.01 Developer hereby grants to the District, its successors and assigns, a security interest in the Funds, which Funds will be delivered to the District and placed in the District's possession and control. Developer further grants to the District a security interest in all proceeds of the Funds, whether in the form of profits, dividends, accrued interest or otherwise.

3.02 For purposes of the security interest granted herein, Bank shall be the agent of the District for possession of the Funds such that possession of the Funds by Bank shall be deemed to be possession of the Funds by the District.

3.03 Developer warrants that, except as provided for herein, Developer has full title to the Funds and the Funds are free and clear of any other security interest, encumbrance, or claim of right, title or ownership. Developer will not create or permit the existence of any lien or security interest other than that hereby created in the Funds without the express written consent of the District nor shall Developer assign any interest in the Funds without said written consent.

3.04 Developer agrees to repay to the District all sums which the District may expend or incur in conserving or protecting the Funds, or in enforcing its security interest herein, including without limitation such sums as may be charged by Bank or any governmental entity with respect to the Funds. The sums agreed to be paid herein shall be secured by this Agreement.

3.05 The District shall have the right to enforce and collect on its security interest in the Funds in accordance with the terms and provisions contained in this Agreement. Enforcement and collection of the District's security interest in the Funds shall be in addition to all other rights and remedies granted by law, equity or contract to the District to seek reimbursement of additional damages incurred and/or to enforce the provisions of the Extension Agreement and this Agreement, should the Funds be insufficient to discharge the Developer's obligations to the District.

CASH PERFORMANCE BOND – Page 2 of 5

SECTION 4: GENERAL PROVISIONS

4.01 This agreement shall serve as an addendum to the Extension Agreement and shall supersede and amend such Extension Agreement to the extent provided herein.

4.02 All time limits set forth herein are of the essence. All parties agree to perform all obligations under this Agreement with due diligence.

4.03 In the event that this Agreement or any obligation secured by it is referred to an attorney for protecting or defending the priority of the District's interest in the Funds, or for collection or realization procedures, Developer agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts or fees incurred without suit, and all court costs and costs of the public officials. The sums agreed to be paid herein shall be secured by this Agreement.

4.04 The District will cause to be performed certain services by its legal counsel, engineers and District personnel to carry out the foregoing purposes, including but not limited to the preparation and administration of this and any related agreements and documents. The Developer agrees to pay the cost of such services as a condition of the District's agreement herein.

SAMMAMISH PLATEAU
WATER AND SEWER DISTRICT
("District)

("Developer")

By _____

By _____

Its _____

Its _____

_____ BANK hereby consents and agrees that it is the agent of SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District") for purposes of possession by Sammamish Plateau Water and Sewer District of cash funds in the amount of _____ (\$ _____), which funds the District has a security interest in pursuant to this Agreement and pursuant to RCW 62A.9-304. DATED this _____ day of _____, _____.

_____ BANK ("BANK"),

_____ Branch
By _____
Its _____

PERFORMANCE BOND

SAMMAMISH PLATEAU WATER AND
SEWER DISTRICT
1510 - 228TH Ave. S.E.
Sammamish, Washington 98029

KNOW ALL MEN BY THESE PRESENTS: That we, _____,
as Principal, and _____,
authorized to transact business in the State of Washington, as Surety, having its principal office and
place of business at _____,
are held and firmly bound unto Sammamish Plateau Water and Sewer District ("the District"), King
County, Washington, as Obligee, in the sum of _____
Dollars (\$_____) lawful money of the United States of America, for which payments we and
each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

The conditions of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain developer extension
agreement with the District for the installation of water and/or sanitary sewer improvements by
extension agreement dated the _____ day of _____, _____ as is more and fully described
in such extension agreement;

AND that said extension improvements shall be completed within eighteen (18) months from
the date of the payment of the Design and Inspection Phase Fees to the District as required by the
extension agreement, unless extended as herein provided,

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect
until released in writing by the District, King County, Washington;

AND in the event that if the Principal shall well and truly and in good, sufficient and
workmanlike manner, perform or cause to be performed the extension contract, and each and every of
the covenants, promises, agreements and provisions therein stipulated, and in each and every respect
comply with the conditions therein contained, then this obligation shall be void and promptly released
by Sammamish Plateau Water and Sewer District, otherwise to remain in full force and effect.

AND the Surety hereby waives notice of any alteration or extension of time made by the
District.

SIGNED, sealed and delivered this ____ day of _____, _____.

By _____

PRINCIPAL

(Print or type name(s))

Mailing Address

By _____

SURETY

(Title)

(Print or type name(s))

Mailing Address

Attorney in Fact _____
(ATTACH POWER OF ATTORNEY)

SAMPLE LETTER OF CREDIT FORM
ACCEPTABLE TO THE DISTRICT

Page 1 of 2
Standby LC Number _____

IRREVOCABLE LETTER OF CREDIT

_____, _____
LETTER OF CREDIT NUMBER _____

BENEFICIARY:
SAMMAMISH PLATEAU WATER & SEWER DISTRICT
1510 - 228TH AVENUE S.E.
SAMMAMISH, WASHINGTON 98029

ACCOUNT PARTY:
(DEVELOPER) _____

AMOUNT: USD
\$ _____

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR WHICH IS AVAILABLE AGAINST PRESENTATION OF THE FOLLOWING:

1. YOUR SIGHT DRAFT DRAWN ON _____ (BANK NAME) AND STATING THE LETTER OF CREDIT NUMBER.
2. CERTIFICATION PURPORTEDLY SIGNED BY THE PRESIDENT OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER & SEWER DISTRICT, SAMMAMISH, WASHINGTON, AS FOLLOWS:
 - A. AT LEAST 548 DAYS HAVE PASSED SINCE THE DATE OF THE PAYMENT OF THE DESIGN AND INSPECTION PHASE FEES TO THE DISTRICT, THE _____ DAY OF _____, _____ (D.E. DATE), AS REQUIRED IN THAT CERTAIN WATER AND/OR SEWER "DEVELOPER EXTENSION AGREEMENT" DATED _____ BETWEEN SAMMAMISH PLATEAU WATER AND SEWER DISTRICT AND _____ (DEVELOPER); AND
 - B. _____ (DEVELOPER) HAS NOT COMPLETED AND SAMMAMISH PLATEAU WATER AND SEWER DISTRICT HAS NOT YET GIVEN FINAL ACCEPTANCE TO THE EXTENSION IMPROVEMENTS REFERENCED IN SUCH WATER AND/OR SEWER "DEVELOPER EXTENSION AGREEMENT" DATED _____.

Page 2 of 2
Standby LC Number _____

3. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT.

THIS LETTER OF CREDIT EXPIRES AT THE COUNTERS OF _____

(BANK), LETTER OF CREDIT DEPARTMENT,
CURRENTLY LOCATED AT _____

(BANK ADDRESS) ON _____ (19
MONTHS AFTER D.E. DATE)

SPECIAL CONDITIONS:

1. ANY AMENDMENTS UNDER THIS STANDBY LETTER OF CREDIT ARE SUBJECT TO THE APPROVAL OF THE BENEFICIARY AND THE ACCOUNTEE.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS AND DOCUMENTS DRAWN UNDER AND IN STRICT COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US.

THIS LETTER OF CREDIT IS SUBJECT TO UCP 1983 REVISION ICC PUBLICATION NUMBER 400.

VERY TRULY YOURS,

_____ (BANK NAME)

BY _____
AUTHORIZED SIGNATURE

BY _____
AUTHORIZED SIGNATURE

CORPUS

ACORD. CERTIFICATE OF INSURANCE

CONSTRUCTION

ISSUE DATE (MM/DD/YY)

9/21/89

PRODUCER

1 Agent
4 W 5th St.
Anyplace, WA 99102

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

CODE SUB-CODE

INSURED

ABC Construction Co., Inc.
456 Main St.
Anyplace, WA. 99205

COMPANY LETTER A	AENTA LIFE & CASUALTY CO.
COMPANY LETTER B	U.S. FIDELITY & GUARANTY CO.
COMPANY LETTER C	ST. PAUL FIRE & MARINE INS. CO.
COMPANY LETTER D	
COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$ 2,000
X	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$ 2,000
	CLAIMS MADE OCCUR.				PERSONAL & ADVERTISING INJURY	\$ 2,000
A X	OWNER'S & CONTRACTOR'S PROT.	8950261	8/1/89	7/31/90	EACH OCCURRENCE	\$ 500
					FINE DAMAGE (Any one fire)	\$ 50
					MEDICAL EXPENSE (Any one person)	\$ 5
	MOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
X	ANY AUTO				BODILY INJURY (Per person)	\$ 500
B	ALL OWNED AUTOS	BA 12345678	8/1/89	7/31/90	BODILY INJURY (Per accident)	\$ 2,000
X	SCHEDULED AUTOS				PROPERTY DAMAGE	\$ 500
X	HIRED AUTOS				EACH OCCURRENCE	\$ 2,000
X	NON-OWNED AUTOS				AGGREGATE	\$ 2,000
X	GARAGE LIABILITY					
	EXCESS LIABILITY					
C X	Umbrella Liability OTHER THAN UMBRELLA FORM	88CM 12591	8/1/89	7/31/90		
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	State of Wash. Dept of L & I Account number			STATUTORY	(EACH ACCIDENT) (DISEASE-POLICY LIMIT) (DISEASE-EACH EMPLOYEE)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Construction project number _____ 35th Ave West and Main Street, Anyplace, Wa.

CERTIFICATE HOLDER

SAMMAMISH PLATEAU
WATER & SEWER DISTRICT
1510 228th AVE. S.E.
ISSAQUAH, WA 98027

CANCELLATION

38 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACCEPTANCE BY PROPERTY OWNER OF
RESTORATION IMPROVEMENTS

I/We, the undersigned owner(s) of Real Property having the address and/or legal description as follows:

do hereby approve and accept the restoration work performed by

_____, the developer/contractor on the construction of water and/or sewer utility improvements on easements over and across my/our property.

Date: _____

By: _____
Name: _____
Address: _____

Telephone: _____

By: _____
Name: _____
Address: _____

Telephone: _____

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

APPLICATION FOR PLUGGING MANHOLES AGREEMENT

This application will be considered by the District only if permanent sewer service to the project is not yet available, but is expected to be completed and available within six (6) months of the date of the application.

I, the undersigned developer (“Developer”) of water and/or sewer extension improvements for the project known as _____ pursuant to the Developer Extension Agreement executed between the Sammamish Plateau Water and Sewer District (“District”) and the undersigned on the _____ day of _____, _____, do hereby apply to the District for connection of certain side sewers prior to acceptance by the District that all the requirements of the Developer Extension Agreement have been completed.

The undersigned understands that no side sewers can be connected until construction of the entire water and sewer system are completed, tested, and all punchlist items have been resolved to the District’s satisfaction, and that such determination shall be at the District’s sole discretion. The connection of certain side sewers is requested only to facilitate the construction of curbs, sidewalks, and landscaping for buildings that are already constructed. The undersigned further understands that only construction water used to test the plumbing and side sewers for the buildings may enter the side sewer. **No sewage may be discharged into the sewer system under any circumstances** before the District’s final acceptance of the sewer extension and permanent sewer service is available.

The undersigned agrees to plug downstream manholes and remove testing water in accordance with the procedures listed below:

1. The manholes shown on the attached figure(s) provided by the Developer shall be plugged and monitored by the Developer for any testing water that may enter the sewer system prior to permanent sewer service being available. The manhole to be plugged and monitored shall be upstream of the plugged manhole that isolates the development from the District’s system. The Developer shall coordinate the timing and placement of the plug with the District’s inspector. The inside of the manhole shall be marked with a maximum fill line painted 3 feet above the crown of the pipe. The Developer is responsible for pumping out any manhole containing testing water.

2. The Developer shall make its monitoring records available during normal business hours to District personnel at a designated location within the District's service area.
3. Following written District approval, the sanitary side sewers to each building may be installed and connected to the building plumbing so that landscaping, curbs, and sidewalks may be completed. Before the side sewers can be connected, a side sewer permit for each building or side sewer must be purchased and obtained from the District. Inspection by District staff of the side sewer installation is required.
4. The setter for the water meters shall be locked off by District personnel when, in the District's opinion, the building is nearing completion. The meter boxes and the bypasses shall be visible for inspection at all times. The Developer is strongly encouraged to complete all house plumbing and testing and installation of the side sewer before the setter is locked off. The District's meter unpadlock charge shall be imposed if the setter must be unlocked for retesting and/or reinspection.
5. The Developer shall properly dispose of any pumped liquid waste from the plugged manhole into the District's permanent sanitary sewer system **ONLY** at the manhole location shown on the attached figure "Approved Disposal Site". Any alternate disposal site must be approved by the District in writing prior to use. No construction debris shall be discharged into the District's sanitary sewer system.

The Developer assumes the sole risk and hereby releases, indemnifies, and holds the District harmless for any spills or for any damage to the sewer system caused by plugging the manholes or pumping and shall rectify any deficiencies or perform any cleanup to the satisfaction of the District and the appropriate regulatory agencies. Failure to comply with the requirements listed above that requires additional work by District personnel will result in the Developer being charged for the cost and labor to correct the deficiencies.

The restrictions and requirements listed above also apply to model homes. Sanicans shall be provided for the salespeople's use because water will not be available inside the model homes. Water used for cleaning must be provided by the cleaning service, or may be purchased from the District through the use of a hydrant meter.

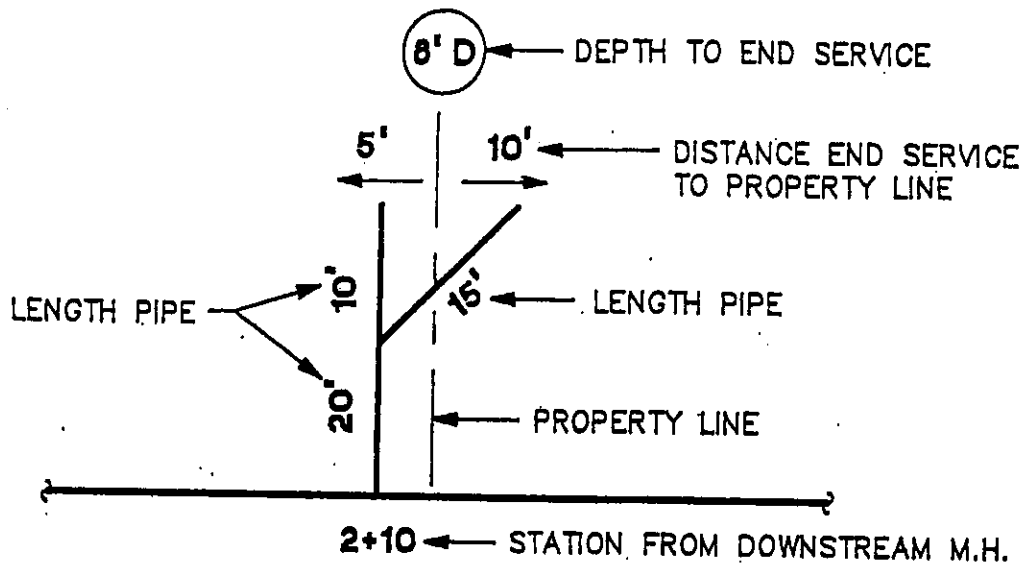
When all requirements of the Developer Extension Agreement have been completed and the water and sewer systems have been accepted by the District, the Developer shall notify the District's inspector to coordinate the plug removal procedure. The Developer shall clean (jet) the entire sewer system upstream of

the plug under the observation of District personnel. The District shall reinspect the sewer system and, upon favorable inspection, allow the Developer to remove the plug.

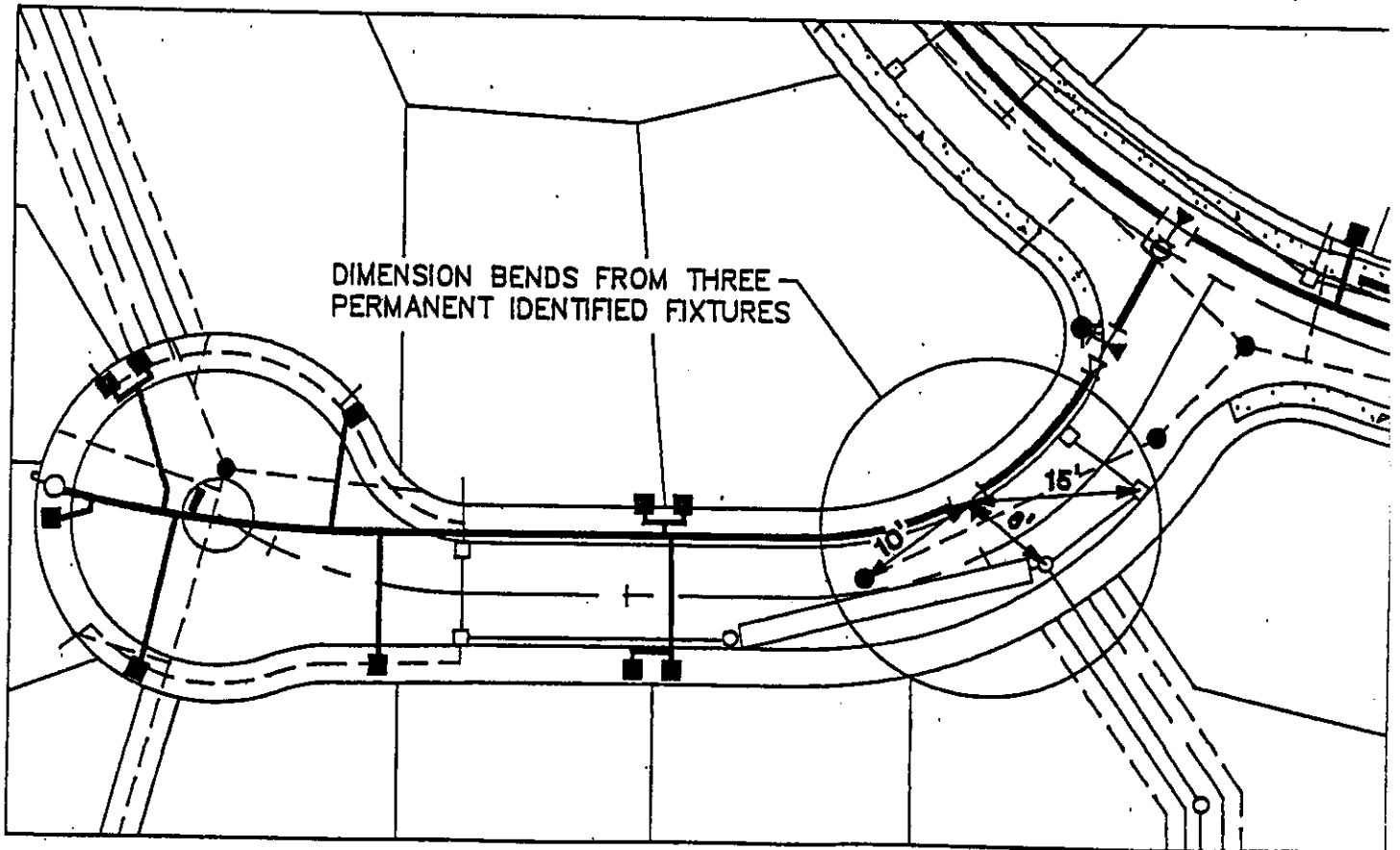
The District's administrative and inspection fees and costs for plugging and monitoring manholes shall be in accordance with the fees listed on the District's standard rate schedule and shall be paid before installation of the plug(s). The base fee shall be applied to each plugged manhole, and all manholes upstream of each plugged manhole shall be included in determining the monitoring charges.

With the signature shown below, the Developer agrees to these conditions and further agrees to communicate these conditions to contractors, subcontractors, builders, and other personnel working at the site. The Developer agrees to monitor their compliance and to be responsible for their failure to comply with the above conditions and for any damage to the sewer system caused by their actions.

Agreed To:	_____	Date:	_____
	(Company Name)		
Address:	_____		
Telephone:	_____	Accepted by	
By:	_____	District:	_____
	(Signature)		(Signature)
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____



SIDE SEWER ASBUILT DETAIL



AFFIDAVIT OF NO LIENS

I/we, the undersigned developer(s) of water and/or sewer extension improvements for the project known as _____ pursuant to the developer extension agreement executed between the Sammamish Plateau Water and Sewer District and the undersigned on the ____ day of _____, _____, do hereby certify, represent, and warrant as follows:

- 1. That there are no liens against, or which may be filed against the water and/or sewer extension improvement which are the subject of the above-referenced developer extension agreement.
2. That all debts, wages, labor, and bills for material and all applicable state taxes have been paid in connection with the above-referenced water and/or sewer developer extension improvements.

Date: _____

By: _____
Name: _____
Address: _____
Telephone: _____

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 _____ signed this instrument, on oath stated that _____ was 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: _____

BILL OF SALE - WATER
ATTACHMENT A

DESCRIPTION OF SYSTEM FOR
DEVELOPER EXTENSION AGREEMENT PROJECT: _____

IN FROM TO SIZE LENGTH

BILL OF SALE - SEWER
ATTACHMENT A

DESCRIPTION OF SYSTEM FOR
DEVELOPER EXTENSION AGREEMENT PROJECT: _____

IN FROM TO SIZE LENGTH

CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

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

SECTION 1: RECITALS

1.01 The District and the Developer are parties to a _____ (Water/Sewer) Developer Extension Agreement dated the ____ day of _____, _____ ("Extension Agreement"), regarding the construction of certain extension improvements for the project known as _____ ("Project") referenced therein.

1.02 Pursuant to paragraph WS-48, "Maintenance Guarantee", of the Extension Agreement, the Developer is required to furnish the District with a maintenance guarantee to guarantee to correct defects in labor and materials which arise in the extension improvements for a period of one (1) year from the date of acceptance of the extension improvements for the project and transfer of the title to the District. In the event of phasing of the Project, such one (1) year period shall commence on the date of the District's acceptance of the last phase of such Project. Pursuant to such provision, the Developer desires to furnish the District a cash bond in lieu of a corporate surety maintenance bond as the required maintenance guarantee.

1.03 The District will accept, hold and disburse such cash bond as set forth below.

1.04 Therefore, the parties, in consideration of the terms and conditions herein stated, now agree as follows:

SECTION 2: CASH MAINTENANCE BOND

2.01 The Developer shall provide the District cash funds ("Funds") in the amount of U.S. _____ Dollars (\$_____) to guarantee the Developer's maintenance of the extension improvements referenced in paragraph 1.02 above.

2.02 The District shall hold and deposit such funds in a non-interest-bearing account in the _____ Bank ("Bank"), such account to be in the sole name of the District.

2.03 The conditions under which the District will disburse or utilize such Funds for the completion of the Developer's obligations under the Extension Agreement are such that:

a. If the extension improvements which are the subject of the Extension Agreement are free from defects in labor and/or materials for a period of one (1) year from the date of acceptance of

the extension improvements and transfer of title to the District or in the event of phasing of the Project, for a one (1) year period from the date of the District's acceptance of the last phase of such Project, the District shall disburse the funds less charges for District administrative and other costs referenced in this Agreement, to the Developer within thirty (30) days of such determination by the District; or

b. If the extension improvements which are the subject of the Extension Agreement are not free from defects in labor and/or materials for a period of one (1) year from the date of acceptance of the extension improvements and transfer of title to the District or in the event of phasing of the Project, for a one (1) year period from the date of the District's acceptance of the last phase of such Project, and the Developer has failed to remedy to the District's satisfaction any such defects within fifteen (15) days of notice from the District to correct such defect, the District shall have the right to use the Funds to correct such defect to the District's satisfaction and specifications referenced in the Extension Agreement; in such event, the District shall return any unused Funds thereon to the Developer within thirty (30) days of the end of the time period referenced in 2.03(a) above.

SECTION 3: PLEDGE AND SECURITY AGREEMENT

3.01 Developer hereby grants to the District, its successors and assigns, a security interest in the Funds, which Funds will be delivered to the District and placed in the District's possession and control. Developer further grants to the District a security interest in all proceeds of the Funds, whether in the form of profits, dividends, accrued interest or otherwise.

3.02 For purposes of the security interest granted herein, Bank shall be the agent of the District for possession of the Funds such that possession of the Funds by Bank shall be deemed to be possession of the Funds by the District.

3.03 Developer warrants that, except as provided for herein, Developer has full title to the Funds and the Funds are free and clear of any other security interest, encumbrance, or claim of right, title or ownership. Developer will not create or permit the existence of any lien or security interest other than that hereby created in the Funds without the express written consent of the District nor shall Developer assign any interest in the Funds without said written consent.

3.04 Developer agrees to repay to the District all sums which the District may expend or incur in conserving or protecting the Funds, or in enforcing its security interest herein, including without limitation such sums as may be charged by Bank or any governmental entity with respect to the Funds. The sums agreed to be paid herein shall be secured by this Agreement.

3.05 The District shall have the right to enforce and collect on its security interest in the Funds in accordance with the terms and provisions contained in this Agreement. Enforcement and collection of the District's security interest in the Funds shall be in addition to all other rights and remedies granted by law, equity or contract to the District to seek reimbursement of additional damages incurred and/or to enforce the provisions of the Extension Agreement and this Agreement, should the Funds be insufficient to discharge the Developer's obligations to the District.

SECTION 4: GENERAL PROVISIONS

4.01 This agreement shall serve as an addendum to the Extension Agreement and shall supersede and amend such Extension Agreement to the extent provided herein.

4.02 All time limits set forth herein are of the essence. All parties agree to perform all obligations under this Agreement with due diligence.

4.03 In the event that this Agreement or any obligation secured by it is referred to an attorney for protecting or defending the priority of the District's interest in the Funds, or for collection or realization procedures, Developer agrees to pay a reasonable attorney's fee, including fees incurred in both trial and appellate courts or fees incurred without suit, and all court costs and costs of the public officials. The sums agreed to be paid herein shall be secured by this Agreement.

4.04 The District will cause to be performed certain services by its legal counsel, engineers and District personnel to carry out the foregoing purposes, including but not limited to the preparation and administration of this and any related agreements and documents. The Developer agrees to pay the cost of such services as a condition of the District's agreement herein.

SAMMAMISH PLATEAU
WATER AND SEWER DISTRICT
("District)

By _____
Its _____

("Developer")

By _____
Its _____

_____ BANK hereby consents and agrees that it is the agent of SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District") for purposes of possession by Sammamish Plateau Water and Sewer District of cash funds in the amount of _____ (\$_____), which funds the District has a security interest in pursuant to this Agreement and pursuant to RCW 62A.9-304.

DATED this _____ day of _____, _____.

_____ BANK ("BANK"),
_____ Branch
By _____
Its _____

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
 AGREEMENT FOR WATER/SEWER FACILITIES SYSTEM USE
 PRIOR TO FINAL ASPHALT LIST

The undersigned _____ ("Developer") hereby applies to Sammamish Plateau Water and Sewer District for water and/or sewer service prior to the placement of the final asphalt lift and full completion of the water and/or sewer facility improvements included in the developer extension agreement known as _____ executed by applicant in District on the ____ day of _____, _____ ("D.E. Agreement").

Developer agrees to pay to District a non-refundable fee in the amount of Three-Hundred and Fifty Dollars (\$350.00) for administrative and inspection charges.

In addition, the Developer agrees to pay the following amounts. These funds may be refunded upon successful completion of the water and/or sewer facility installation by the Developer and Final Acceptance of the project by the District.

Manholes # to be raised	_____	at \$100/each =	\$ _____
Valve Boxes: # to be raised	_____	at \$100/each =	\$ _____
Meter Boxes: # to be adjusted	_____	at \$200/each =	\$ _____
Meter Boxes # to be installed	_____	at \$500/each =	\$ _____
Air Relief Valves: # to be adjusted	_____	at \$200/each =	\$ _____
Valve Marker Posts: # to be installed, stencilled	_____	at \$100/each =	\$ _____
Hydrants: # to be painted/stencilled	_____	at \$25/each =	\$ _____
Type I Blowoff: # to be painted/stencilled	_____	at \$25/each =	\$ _____
Type 2 Blowoff: # to be adjusted	_____	at \$200/each =	\$ _____
Refundable Total			\$ _____

In addition to the fees and charges listed in this agreement, all paperwork, fees, charges, agreements and other requirements of the D.E. Agreement must be completed prior to the District allowing service to property included in the D.E. Agreement.

Agreed To:	Date:
_____	_____
(Company Name)	
Address:	

Telephone:	Accepted by
_____	_____
By:	District:
_____	_____
(Signature)	(Signature)
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____

WATER FINAL COST SUMMARY

PROJECT:

DEVELOPER: _____

CONTRACTOR: _____

DATE: _____

DESCRIPTION	UNIT PRICE	ACTUAL QUANTITY	UNIT	ACTUAL PRICE
MAINS (list by pipe diameter)				
SINGLE WATER SERVICES				
DOUBLE WATER SERVICES				
AIR/VACUUM RELEASE ASSEMBLIES				
BLOWOFFS				
FIRE HYDRANTS				
PRESSURE REDUCING VALVES				
MISCELLANEOUS (describe)				

WATER SYSTEM SUBTOTAL \$ _____

WASHINGTON STATE SALES TAX \$ _____

WATER SYSTEM TOTAL \$ _____

SEWER FINAL COST SUMMARY

PROJECT:

DEVELOPER:

CONTRACTOR:

DATE:

DESCRIPTION	UNIT PRICE	ACTUAL QUANTITY	UNIT	ACTUAL PRICE
MAINS (list by pipe diameter)				
SINGLE SIDE SEWERS				
DOUBLE SIDE SEWERS				
MANHOLES				
GRINDER PUMPS				
LIFT STATION				
FORCE MAIN (list by pipe diameter)				
AIR/VACUUM RELEASE ASSEMBLIES				
MISCELLANEOUS (describe)				

SEWER SYSTEM SUBTOTAL \$ _____

WASHINGTON STATE SALES TAX \$ _____

SEWER SYSTEM TOTAL \$ _____



SAMMAMISH PLATEAU

WATER AND SEWER DISTRICT

BACKFLOW PREVENTION ASSEMBLY TEST REPORT

RETURN NO LATER THAN _____

NAME OF PREMISES _____ FILE NO. _____

SERVICE ADDRESS _____

LOCATION OF ASSEMBLY _____

ASSEMBLY: _____ MANUFACTURER _____ MODEL _____ SIZE _____ SERIAL NO. _____

LINE PRESSURE AT TIME OF TEST _____ LBS. TYPE OF ASSEMBLY _____

	Reduced Pressure Assemblies			Pressure Vacuum Breaker	
	Double Check Assemblies		Relief Valve	Air Inlet	Check Valve
	1st Check	2nd Check		Opened at _____ psid Did not open..... <input type="checkbox"/>	_____ psid Leaked..... <input type="checkbox"/>
Initial Test	DC-Closed tight.... <input type="checkbox"/> RP- _____ psid Leaked..... <input type="checkbox"/>	Closed tight.... <input type="checkbox"/> Leaked..... <input type="checkbox"/>	Opened at _____ psid		
Repairs and Materials Used					
Test After Repair	DC-Closed tight.... <input type="checkbox"/> RP- _____ psid	Closed tight.... <input type="checkbox"/>	Opened at _____ psid	Opened at _____ psid	_____ psid

AIR GAP INSPECTION: Required minimum air gap separation provided.... Yes No

REMARKS: _____

THE ABOVE REPORT IS CERTIFIED TO BE TRUE:

INITIAL TEST PERFORMED BY _____ CERT. NO. _____ DATE _____

REPAIRED BY _____ DATE _____

FINAL TEST PERFORMED BY _____ CERT. NO. _____ DATE _____

Return to:

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
APPLICATION FOR REIMBURSEMENT AGREEMENT FOR
WATER/SEWER FACILITIES

The undersigned _____ ("Applicant") hereby applies to Sammamish Plateau Water and Sewer District for a Reimbursement Agreement pursuant to the developer extension agreement executed by applicant in District on the ____ day of _____, _____ ("D.E. Agreement").

THIS APPLICATION MUST BE SUBMITTED TO THE DISTRICT WITHIN THIRTY (30) DAYS OF DISTRICT'S ACCEPTANCE OF THE EXTENSION FACILITIES CONSTRUCTED PURSUANT TO THE ABOVE-REFERENCED D.E. AGREEMENT.

Name of Applicant: _____

Name of Project: _____

Description of Project or Project Portion for which reimbursement is requested: _____

Non-refundable fee in the amount of Three-Hundred Dollars (\$300.00) must accompany this Application, or application will not be accepted by the District.

APPLICANT:

Date: _____

Name: _____

Address: _____

Telephone: _____

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