

APPENDIX H

Satellite System Management Agreements

**SATELLITE WATER SERVICE AGREEMENT
VERSION LIST**

- | | | |
|----|--|------------|
| 1. | 1. Adjacent to Existing Mains | No |
| | 2. Within District Corporate Limits | Yes |
| | 3. 8" Mains and Hydrants Required | No |
| 2. | 1. Adjacent to Existing Mains | No |
| | 2. Within District Corporate Limits | No |
| | 3. 8" Mains and Hydrants Required | No |
| 3. | 1. Adjacent to Existing Mains | Yes |
| | 2. Within District Corporate Limits | Yes |
| | 3. 8" Mains and Hydrants Required | No |
| 4. | 1. Adjacent to Existing Mains | Yes |
| | 2. Within District Corporate Limits | No |
| | 3. 8" Mains and Hydrants Required | No |
| 5. | 1. Adjacent to Existing Mains | Yes |
| | 2. Within District Corporate Limits | Yes |
| | 3. 8" Mains and Hydrants Required | Yes |
| 6. | 1. Adjacent to Existing Mains | Yes |
| | 2. Within District Corporate Limits | No |
| | 3. 8" Mains and Hydrants Required | Yes |
| 7. | 1. Adjacent to Existing Mains | No |
| | 2. Within District Corporate Limits | Yes |
| | 3. 8" Mains and Hydrants Required | Yes |
| 8. | 1. Adjacent to Existing Mains | No |
| | 2. Within District Corporate Limits | No |
| | 3. 8" Mains and Hydrants Required | Yes |
| 9. | 1. Adjacent to Existing Mains | Yes |
| | 2. Within District Corporate Limits | Yes |
| | 3. 8" Mains and Hydrants Required | Yes |
| | 4. Well to be Converted to District Use: | Yes |

These nine versions represent different permutations of agreement clauses for the three main differences in system agreements, and the case where the well would be converted to future District use. The District may decide to utilize any number of these different agreements, for the individual cases that present themselves. The basic document is the same with different paragraphs added or deleted. The basic document is being and has been reviewed by District counsel. The main size is never actually mentioned in the agreements. It is set up now so that if 8" mains are required we assume the District will operate and maintain the system. If 8" mains are not required the Owner will operate and maintain the system. See further discussion below.

For the cases where 8" mains would not be required, the agreement still reflects the minimal interference approach, with the Owner providing maintenance and operation. The commissioners may want to discuss if this is still the mode in which they wish to operate, or if they would like the District to take on operation and maintenance of the smaller systems as well. This would simply add a few more agreements to the matrix with District operation (yes or no) being a forth factor.

SATELLITE WATER SERVICE AGREEMENT
VERSION 1

1. 1. Adjacent to Existing Mains **No**
2. Within District Corporate Limits **Yes**
3. 8" Mains and Hydrants Required **No**

SATELLITE WATER SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's water service area boundary. However, it is not presently feasible for the District to supply water to serve the Property.

1.02 The Owner now proposes to install a new water system to serve the Property which system will consist of a well, tank, pumps, lines, etc.

1.03 The District is considering, at some time in the future, extension of water service to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's installation of a satellite water system and to later connect to the District's water system upon such service being available to the Property.

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

SECTION 2: SATELLITE WATER SYSTEM INSTALLATION

2.01 The District hereby approves the establishment of a new water system to serve the Property under the conditions set forth in this Agreement; provided however, the District reserves the right to (a) protest, object to and/or oppose, owners application for water rights to serve the Property if the District determines that such application and proposed appropriation of groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights and to (b) terminate this satellite water service agreement.

2.02 The Owner must design and construct the water system in accordance with applicable King County Health Department and District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a master meter on each well and a service meter for each separate lot or dwelling unit.

2.03 The Owner shall own such water system. The Owner shall have filed on the Property, prior to the installation of the Owners' System, covenants which identify the Owners' responsibility to contract with a Satellite System Manager for operation, maintenance and repair of the Owners' system, and places financial responsibility to repair and/or replace the system when it is needed, short and long term, with the Property. The system must be operated in accordance with applicable Health Department rules and good utility practice.

2.04 The District agrees to periodically inspect and test the water system and collect required chemical and bacterial water samples. The District shall notify the Owner of the results of the inspection and testing. Owner hereby grants the District and its agents reasonable right of entry for the purposes of such inspection and testing.

2.05 At the time of entering into this Agreement, Owner shall pay the District Two hundred fifty Dollars (\$250.00), non-refundable, to cover administrative costs in setting up appropriate District files. At the time of completion of the water system, the Owner shall give the District Three thousand Dollars (\$3000.00) to provide for future conversion from the water system to the Districts water system including provisions set forth in paragraph 2.08. The Owner or successors shall pay the District for its cost of operation, maintenance, inspection and testing within thirty (30) days after receipt of billing. The District shall collect through yearly billings for its operation and maintenance costs. Failure to pay any amount referenced herein within thirty (30) days of invoice shall allow the District to file a lien on the Property and to foreclose such lien pursuant to RCW 57.08, or as such statutes may be revised, amended or superseded.

2.06 Owner agrees to participate in and waive protest of formation of an LID or ULID for the purpose of constructing a District water main, pumps, water tanks and related improvements to serve the Property. Owner agrees to sign a petition for the formation of an LID or ULID for the above-specified improvements at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so. Owner understands that property owners have the right to protest formation of a LID or ULID to construct the above-specified improvements. Owner agrees to waive the right to protest formation of a LID or ULID for construction of the above-specified improvements. Owner shall retain the right to contest the method of calculating any assessment under such LID or ULID as provided by law and shall further retain the right to appeal confirmation of the final assessment roll in the manner provided by law. Owner further agrees that the existence of a Satellite Water Service Agreement for the Property shall not be considered in the calculation of any assessment relating to any such ULID; and any such assessments in relation to special benefit derived by Owner's Property to be served by any such ULID shall be made on the basis that Property does not receive water service.

2.07 Upon availability of water as determined by the District in its sole discretion this Agreement will be terminated.

2.08 Upon termination of this Agreement the District, at its sole option, shall either: 1) take over ownership of wells, pumps and tanks and operate the system as part of the District owned system or 2) take over ownership of the well to ensure it is properly abandoned in compliance with Department of Ecology regulations and guidelines. If there are any surplus funds or profits, generated solely from the abandonment of the well, pumps and tanks, the surplus will be paid to the Owners or their successors and assigns or the District may interplead such funds into court in the event of any dispute regarding such funds. A Bill of Sale for the system being transferred to District Ownership shall be provided by Owner or Owner's successors and assigns at time of transfer.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the development of the Property and shall constitute a covenant running with the Property described on Exhibit A. This Agreement shall be binding upon Owner, his heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

Satellite Water Service Agreement – Version 1

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

With a courtesy copy to John W. Milne
Inslee, Best, Doezie & Ryder, P.S.
Security Pacific Plaza, Suite 1900
777 - 108th Ave. NE
P. O. Box C-90016
Bellevue, Washington 98009-9016

Owner: _____

With a courtesy copy to _____

Any party may by written notice to the other designate a different address or designee.

3.02 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other casts and damages allowed by law.

3.03 If any section, sentence, clause or phase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District")

By _____
Its _____

("Owner")

By _____
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 Sammamish Plateau Water and Sewer District to be the free
and voluntary act of such municipal corporation for the uses and purposes mentioned in the
instrument.

Dated _____

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

My Appointment Expires _____.

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 _____.

SATELLITE WATER SERVICE AGREEMENT
VERSION 2

2.
 1. Adjacent to Existing Mains **No**
 2. Within District Corporate Limits **No**
 3. 8" Mains and Hydrants Required **No**

SATELLITE WATER SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's water service area boundary. However, it is not presently feasible for the District to extend water mains to serve the Property.

1.02 The Owner now proposes to install a new water system to serve the Property which system will consist of a well, tank, pumps, lines, etc.

1.03 The District is considering, at some time in the future, extension of water service to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's installation of a satellite water system and to later connect to the District's water system upon such service being available to the Property.

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

SECTION 2: SATELLITE WATER SYSTEM INSTALLATION

2.01 The District hereby approves the establishment of a new water system to serve the Property under the conditions set forth in this Agreement; provided however, the District reserves the right to (a) protest, object to and/or oppose, owners application for water rights to serve the Property if the District determines that such application and proposed appropriation of groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights and to (b) terminate this satellite water service agreement.

2.02 The Owner must design and construct the water system in accordance with applicable King County Health Department and District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a master meter on each well and a service meter for each separate lot or dwelling unit.

2.03 The Owner shall own such water system. The Owner shall have filed on the Property, prior to the installation of the Owners' System, covenants which identify the Owners' responsibility to contract with a Satellite System Manager for operation, maintenance and repair of the Owners' system, and places financial responsibility to repair and/or replace the system when it is needed, short and long term, with the Property. The system must be operated in accordance with applicable Health Department rules and good utility practice.

2.04 The District agrees to periodically inspect and test the water system and collect required chemical and bacterial water samples. The District shall notify the Owner of the results of the inspection and testing. Owner hereby grants the District and its agents reasonable right of entry for the purposes of such inspection and testing.

2.05 At the time of entering into this Agreement, Owner shall pay the District Two hundred fifty Dollars (\$250.00), non-refundable, to cover administrative costs in setting up appropriate District files. At the time of completion of the water system, the Owner shall give the District Three thousand Dollars (\$3000.00) to provide for future conversion from the water system to the Districts water system including provisions set forth in paragraph 2.09. The Owner or successors shall pay the District for its cost of operation, maintenance, inspection and testing within thirty (30) days after receipt of billing. The District shall collect through yearly billings for its operation and maintenance costs. Failure to pay any amount referenced herein within thirty (30) days of invoice shall allow the District to file a lien on the Property and to foreclose such lien pursuant to RCW 57.08, or as such statutes may be revised, amended or superseded.

2.06 Owner agrees to participate in and waive protest of formation of an LID or ULID for the purpose of constructing a District water main, pumps, water tanks and related improvements to serve the Property. Owner agrees to sign a petition for the formation of an LID or ULID for the above-specified improvements at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so. Owner understands that property owners have the right to protest formation of a LID or ULID to construct the above-specified improvements. Owner agrees to waive the right to protest formation of a LID or ULID for construction of the above-specified improvements. Owner shall retain the right to contest the method of calculating any assessment under such LID or ULID as provided by law and shall further retain the right to appeal confirmation of the final assessment roll in the manner provided by law. Owner further agrees that the existence of a Satellite Water Service Agreement for the Property shall not be considered in the calculation of any assessment relating to any such ULID; and any such assessments in relation to special benefit derived by Owner's Property to be served by any such ULID shall be made on the basis that Property does not receive water service.

2.07 Owner agrees to participate in and waive protest of annexation to the District's Corporate Limits. Owner agrees to sign a petition for the annexation of the subject property at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so. Owner understands that property owners have the right to protest annexation to the District. Owner agrees to waive the right to protest annexation to the District. Owner shall retain the right to contest the method of calculating any assessment under such annexation as provided by law. Owner further agrees that the existence of a Satellite Water Service Agreement for the Property shall not be considered in the calculation of any assessment relating to any such annexation; and any such assessments in relation to special benefit derived by Owner's Property to be included in any such annexation shall be made on the basis that Property does not receive water service.

2.08 Upon availability of water as determined by the District in its sole discretion this Agreement will be terminated.

2.09 Upon termination of this Agreement the District, at its sole option, shall either: 1) take over ownership of wells, pumps and tanks and operate the system as part of the District owned system or 2) take over ownership of the well to ensure it is properly abandoned in compliance with Department of Ecology regulations and guidelines. If there are any surplus funds or profits, generated solely from the abandonment of the well, pumps and tanks, the surplus will be paid to the Owners or their successors and assigns or the District may interplead such funds into court in the event of any dispute regarding such funds. A Bill of Sale for the system being transferred to District Ownership shall be provided by Owner or Owner's successors and assigns at time of transfer.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the development of the Property and shall constitute a covenant running with the Property described on Exhibit A. This Agreement shall be binding upon Owner, his heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

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

With a courtesy copy to John W. Milne
Inslee, Best, Doezie & Ryder, P.S.
Security Pacific Plaza, Suite 1900
777 - 108th Ave. NE
P. O. Box C-90016
Bellevue, Washington 98009-9016

Owner: _____

With a courtesy copy to _____

Any party may by written notice to the other designate a different address or designee.

3.02 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other casts and damages allowed by law.

SATELLITE WATER SERVICE AGREEMENT
VERSION 3

- 3.
 - 1. Adjacent to Existing Mains **Yes**
 - 2. Within District Corporate Limits **Yes**
 - 3. 8" Mains and Hydrants Required **No**

SATELLITE WATER SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's water service area boundary. However, it is not presently feasible for the District to supply water to serve the Property.

1.02 The Owner now proposes to install a new water system to serve the Property which system will consist of a well, tank, pumps, lines, etc.

1.03 The District is considering, at some time in the future, extension of water service to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's installation of a satellite water system and to later connect to the District's water system upon such service being available to the Property.

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

SECTION 2: SATELLITE WATER SYSTEM INSTALLATION

2.01 The District hereby approves the establishment of a new water system to serve the Property under the conditions set forth in this Agreement; provided however, the District reserves the right to (a) protest, object to and/or oppose, owners application for water rights to serve the Property if the District determines that such application and proposed appropriation of groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights and to (b) terminate this satellite water service agreement.

2.02 The Owner must design and construct the water system in accordance with applicable King County Health Department and District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a master meter on each well and a service meter for each separate lot or dwelling unit.

2.03 The Owner shall own such water system. The Owner shall have filed on the Property, prior to the installation of the Owners' System, covenants which identify the Owners' responsibility to contract with a Satellite System Manager for operation, maintenance and repair of the Owners' system, and places financial responsibility to repair and/or replace the system when it is needed, short and long term, with the Property. The system must be operated in accordance with applicable Health Department rules and good utility practice.

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2.06 Upon availability of water as determined by the District in its sole discretion this Agreement will be terminated.

2.07 Upon termination of this Agreement the District, at its sole option, shall either: 1) take over ownership of wells, pumps and tanks and operate the system as part of the District owned system or 2) take over ownership of the well to ensure it is properly abandoned in compliance with Department of Ecology regulations and guidelines. If there are any surplus funds or profits, generated solely from the abandonment of the well, pumps and tanks, the surplus will be paid to the Owners or their successors and assigns or the District may interplead such funds into court in the event of any dispute regarding such funds. A Bill of Sale for the system being transferred to District Ownership shall be provided by Owner or Owner's successors and assigns at time of transfer.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the development of the Property and shall constitute a covenant running with the Property described on Exhibit A. This Agreement shall be binding upon Owner, his heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

District: Ronald Little, Manager
Sammamish Plateau Water and Sewer District
1510 - 228th Avenue S.E.
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With a courtesy copy to John W. Milne
Inslee, Best, Doezie & Ryder, P.S.
Security Pacific Plaza, Suite 1900
777 - 108th Ave. NE
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Bellevue, Washington 98009-9016

Owner:

With a courtesy copy to

Any party may by written notice to the other designate a different address or designee.

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3.03 If any section, sentence, clause or phase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District")

By _____
Its _____

("Owner")

By _____
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 Sammamish Plateau Water and Sewer District to be the free
and voluntary act of such municipal corporation for the uses and purposes mentioned in the
instrument.

Dated _____

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

My Appointment Expires _____.

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 _____.

SATELLITE WATER SERVICE AGREEMENT
VERSION 4

4.
 1. Adjacent to Existing Mains **Yes**
 2. Within District Corporate Limits **No**
 3. 8" Mains and Hydrants Required **No**

SATELLITE WATER SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's water service area boundary. However, it is not presently feasible for the District to supply water to serve the Property.

1.02 The Owner now proposes to install a new water system to serve the Property which system will consist of a well, tank, pumps, lines, etc.

1.03 The District is considering, at some time in the future, extension of water service to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's installation of a satellite water system and to later connect to the District's water system upon such service being available to the Property.

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Sammamish Plateau Water and Sewer District
1510 - 228th Avenue S.E.
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With a courtesy copy to John W. Milne
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Security Pacific Plaza, Suite 1900
777 - 108th Ave. NE
P. O. Box C-90016
Bellevue, Washington 98009-9016

Owner: _____

With a courtesy copy to _____

Any party may by written notice to the other designate a different address or designee.

3.02 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other casts and damages allowed by law.

3.03 If any section, sentence, clause or phase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District")

By _____
Its _____

("Owner")

By _____
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 Sammamish Plateau Water and Sewer District to be the free
and voluntary act of such municipal corporation for the uses and purposes mentioned in the
instrument.

Dated _____

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

My Appointment Expires _____.

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 _____.

SATELLITE WATER SERVICE AGREEMENT
VERSION 5

- 5. 1. Adjacent to Existing Mains **Yes**
- 2. Within District Corporate Limits **Yes**
- 3. 8" Mains and Hydrants Required **Yes**

SATELLITE WATER SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's water service area boundary. However, it is not presently feasible for the District to supply water to serve the Property.

1.02 The Owner now proposes to install a new water system to serve the Property which system will consist of a well, tank, pumps, lines, etc.

1.03 The District is considering, at some time in the future, extension of water service to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's installation of a satellite water system and to later connect to the District's water system upon such service being available to the Property.

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

SECTION 2: SATELLITE WATER SYSTEM INSTALLATION

2.01 The District hereby approves the establishment of a new water system to serve the Property under the conditions set forth in this Agreement; provided however, the District reserves the right to (a) protest, object to and/or oppose, owners application for water rights to serve the Property if the District determines that such application and proposed appropriation of groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights and to (b) terminate this satellite water service agreement.

2.02 The Owner must design and construct the water system in accordance with applicable State of Washington Department of Ecology and District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a master meter on each well and a service meter for each separate lot or dwelling unit.

2.03 The Owner shall own well(s), tank(s) and pump(s) (Owners' System) as included in this water system and the District shall own the lines, hydrant(s), meter(s) and appurtenances included in this water system. The Owner shall have filed on the Property, prior to the installation of the Owners' System, covenants which identify the Owners' responsibility to contract with a Satellite System Manager for operation, maintenance and repair of the Owners' System, and places financial responsibility to repair and/or replace the system when it is needed, short and long term, with the Property. The system must be operated in accordance with applicable Health Department rules and good utility practice.

2.04 The District agrees to periodically inspect and test the water system and collect required chemical and bacterial water samples. The District shall notify the Owner of the results of the inspection and testing. Owner hereby grants the District and its agents reasonable right of entry for the purposes of such inspection and testing.

2.05 At the time of entering into this Agreement, Owner shall pay the District Two hundred fifty Dollars (\$250.00), non-refundable, to cover administrative costs in setting up appropriate District files. At the time of completion of the water system, the Owner shall give the District Three thousand Dollars (\$3000.00) to provide for future conversion from the water system to the Districts water system including provisions set forth in paragraph 2.07. The Owner or successors shall pay the District for its cost of operation, maintenance, inspection and testing within thirty (30) days after receipt of billing. The District shall collect through bi-monthly billings for its operation and maintenance costs. Failure to pay any amount referenced herein within thirty (30) days of invoice shall allow the District to file a lien on the Property and to foreclose such lien pursuant to RCW 57.08, or as such statutes may be revised, amended or superseded.

2.06 Upon availability of water as determined by the District in its sole discretion this Agreement will be terminated.

2.07 Upon termination of this Agreement the District, at its sole option, shall either: 1) take over ownership of wells, pumps and tanks and operate the system as part of the District owned system or 2) take over ownership of the well to ensure it is properly abandoned in compliance with Department of Ecology regulations and guidelines. If there are any surplus funds or profits, generated solely from the abandonment of the well, pumps and tanks, the surplus will be paid to the Owners or their successors and assigns or the District may interplead such funds into court in the event of any dispute regarding such funds. A Bill of Sale for the system being transferred to District Ownership shall be provided by Owner or Owner's successors and assigns at time of transfer.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the development of the Property and shall constitute a covenant running with the Property described on Exhibit A. This Agreement shall be binding upon Owner, his heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

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

With a courtesy copy to

John W. Milne
Inslee, Best, Doezie & Ryder, P.S.
Security Pacific Plaza, Suite 1900
777 - 108th Ave. NE
P. O. Box C-90016
Bellevue, Washington 98009-9016

Owner:

With a courtesy copy to

Any party may by written notice to the other designate a different address or designee.

3.02 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other casts and damages allowed by law.

3.03 If any section, sentence, clause or phrase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District")

By _____
Its _____

("Owner")

By _____
Its _____

SATELLITE WATER SERVICE AGREEMENT
VERSION 6

- 6. 1. Adjacent to Existing Mains **Yes**
- 2. Within District Corporate Limits **No**
- 3. 8" Mains and Hydrants Required **Yes**

SATELLITE WATER SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's water service area boundary. However, it is not presently feasible for the District to supply water to serve the Property.

1.02 The Owner now proposes to install a new water system to serve the Property which system will consist of a well, tank, pumps, lines, etc.

1.03 The District is considering, at some time in the future, extension of water service to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's installation of a satellite water system and to later connect to the District's water system upon such service being available to the Property.

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

SECTION 2: SATELLITE WATER SYSTEM INSTALLATION

2.01 The District hereby approves the establishment of a new water system to serve the Property under the conditions set forth in this Agreement; provided however, the District reserves the right to (a) protest, object to and/or oppose, owners application for water rights to serve the Property if the District determines that such application and proposed appropriation of groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights and to (b) terminate this satellite water service agreement.

2.02 The Owner must design and construct the water system in accordance with applicable State of Washington Department of Ecology and District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a master meter on each well and a service meter for each separate lot or dwelling unit.

2.03 The Owner shall own well(s), tank(s) and pump(s) (Owners' System) as included in this water system and the District shall own the lines, hydrant(s), meter(s) and appurtenances included in this water system. The Owner shall have filed on the Property, prior to the installation of the Owners' System, covenants which identify the Owners' responsibility to contract with a Satellite System Manager for operation, maintenance and repair of the Owners' System, and places financial responsibility to repair and/or replace the system when it is needed, short and long term, with the Property. The system must be operated in accordance with applicable Health Department rules and good utility practice.

2.04 The District agrees to periodically inspect and test the water system and collect required chemical and bacterial water samples. The District shall notify the Owner of the results of the inspection and testing. Owner hereby grants the District and its agents reasonable right of entry for the purposes of such inspection and testing.

2.05 At the time of entering into this Agreement, Owner shall pay the District Two hundred fifty Dollars (\$250.00), non-refundable, to cover administrative costs in setting up appropriate District files. At the time of completion of the water system, the Owner shall give the District Three thousand Dollars (\$3000.00) to provide for future conversion from the water system to the Districts water system including provisions set forth in paragraph 2.08. The Owner or successors shall pay the District for its cost of operation, maintenance, inspection and testing within thirty (30) days after receipt of billing. The District shall collect through bi-monthly billings for its operation and maintenance costs. Failure to pay any amount referenced herein within thirty (30) days of invoice shall allow the District to file a lien on the Property and to foreclose such lien pursuant to RCW 57.08, or as such statutes may be revised, amended or superseded.

2.06 Owner agrees to participate in and waive protest of annexation to the District's Corporate Limits. Owner agrees to sign a petition for the annexation of the subject property at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so. Owner understands that property owners have the right to protest annexation to the District. Owner agrees to waive the right to protest annexation to the District. Owner shall retain the right to contest the method of calculating any assessment under such annexation as provided by law. Owner further agrees that the existence of a Satellite Water Service Agreement for the Property shall not be considered in the calculation of any assessment relating to any such annexation; and any such assessments in relation to special benefit derived by Owner's Property to be included in any such annexation shall be made on the basis that Property does not receive water service.

2.07 Upon availability of water as determined by the District in its sole discretion this Agreement will be terminated.

2.08 Upon termination of this Agreement the District, at its sole option, shall either: 1) take over ownership of wells, pumps and tanks and operate the system as part of the District owned system or 2) take over ownership of the well to ensure it is properly abandoned in compliance with Department of Ecology regulations and guidelines. If there are any surplus funds or profits, generated solely from the abandonment of the well, pumps and tanks, the surplus will be paid to the Owners or their successors and assigns or the District may interplead such funds into court in the event of any dispute regarding such funds. A Bill of Sale for the system being transferred to District Ownership shall be provided by Owner or Owner's successors and assigns at time of transfer.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the development of the property and shall constitute a covenant running with the Property described on Exhibit A. This Agreement shall be binding upon Owner, his heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

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

With a courtesy copy to John W. Milne
Inslee, Best, Doezie & Ryder, P.S.
Security Pacific Plaza, Suite 1900
777 - 108th Ave. NE
P. O. Box C-90016
Bellevue, Washington 98009-9016

Owner: _____

With a courtesy copy to _____

Any party may by written notice to the other designate a different address or designee.

3.02 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other casts and damages allowed by law.

3.03 If any section, sentence, clause or phase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District")

By _____
Its _____

("Owner")

By _____
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 Sammamish Plateau Water and Sewer District to be the free
and voluntary act of such municipal corporation for the uses and purposes mentioned in the
instrument.

Dated _____

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

My Appointment Expires _____.

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 _____.

SATELLITE WATER SERVICE AGREEMENT
VERSION 7

- 7.
 - 1. Adjacent to Existing Mains **No**
 - 2. Within District Corporate Limits **Yes**
 - 3. 8" Mains and Hydrants Required **Yes**

SATELLITE WATER SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's water service area boundary. However, it is not presently feasible for the District to extend water mains to serve the Property.

1.02 The Owner now proposes to install a new water system to serve the Property which system will consist of a well, tank, pumps, lines, etc.

1.03 The District is considering, at some time in the future, extension of water service to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's installation of a satellite water system and to later connect to the District's water system upon such service being available to the Property.

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

SECTION 2: SATELLITE WATER SYSTEM INSTALLATION

2.01 The District hereby approves the establishment of a new water system to serve the Property under the conditions set forth in this Agreement; provided however, the District reserves the right to (a) protest, object to and/or oppose, owners application for water rights to serve the Property if the District determines that such application and proposed appropriation of groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights and to (b) terminate this satellite water service agreement.

2.02 The Owner must design and construct the water system in accordance with applicable King County Health Department and District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a master meter on each well and a service meter for each separate lot or dwelling unit.

2.03 The Owner shall own well(s), tank(s) and pump(s) (Owners' System) as included in this water system and the District shall own the lines, hydrant(s), meter(s) and appurtenances included in this water system. The Owner shall have filed on the Property, prior to the installation of the Owners' System, covenants which identify the Owners' responsibility to contract with a Satellite System Manager for operation, maintenance and repair of the Owners' System, and places financial responsibility to repair and/or replace the system when it is needed, short and long term, with the Property. The system must be operated in accordance with applicable Health Department rules and good utility practice.

2.04 The District agrees to periodically inspect and test the water system and collect required chemical and bacterial water samples. The District shall notify the Owner of the results of the inspection and testing. Owner hereby grants the District and its agents reasonable right of entry for the purposes of such inspection and testing.

2.05 At the time of entering into this Agreement, Owner shall pay the District Two hundred fifty Dollars (\$250.00), non-refundable, to cover administrative costs in setting up appropriate District files. At the time of completion of the water system, the Owner shall give the District Three thousand Dollars (\$3000.00) to provide for future conversion from the water system to the Districts water system including provisions set forth in paragraph 2.08. The Owner or successors shall pay the District for its cost of operation, maintenance, inspection and testing within thirty (30) days after receipt of billing. The District shall collect through bi-monthly billings for its operation and maintenance costs. Failure to pay any amount referenced herein within thirty (30) days of invoice shall allow the District to file a lien on the Property and to foreclose such lien pursuant to RCW 57.08, or as such statutes may be revised, amended or superseded.

2.06 Owner agrees to participate in and waive protest of formation of an LID or ULID for the purpose of constructing a District water main, pumps, water tanks and related improvements to serve the Property. Owner agrees to sign a petition for the formation of an LID or ULID for the above-specified improvements at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so. Owner understands that property owners have the right to protest formation of a LID or ULID to construct the above-specified improvements. Owner agrees to waive the right to protest formation of a LID or ULID for construction of the above-specified improvements. Owner shall retain the right to contest the method of calculating any assessment under such LID or ULID as provided by law and shall further retain the right to appeal confirmation of the final assessment roll in the manner provided by law. Owner further agrees that the existence of a Satellite Water Service Agreement for the Property shall not be considered in the calculation of any assessment relating to any such ULID; and any such assessments in relation to special benefit derived by Owner's Property to be served by any such ULID shall be made on the basis that Property does not receive water service.

2.07 Upon availability of water as determined by the District in its sole discretion this Agreement will be terminated.

2.08 Upon termination of this Agreement the District, at its sole option, shall either: 1) take over ownership of wells, pumps and tanks and operate the system as part of the District owned system or 2) take over ownership of the well to ensure it is properly abandoned in compliance with Department of Ecology regulations and guidelines. If there are any surplus funds or profits, generated solely from the abandonment of the well, pumps and tanks, the surplus will be paid to the Owners or their successors and assigns or the District may interplead such funds into court in the event of any dispute regarding such funds. A Bill of Sale for the system being transferred to District Ownership shall be provided by Owner or Owner's successors and assigns at time of transfer.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the development of the Property and shall constitute a covenant running with the Property described on Exhibit A. This Agreement shall be binding upon Owner, his heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

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

With a courtesy copy to John W. Milne
Inslee, Best, Doezie & Ryder, P.S.
Security Pacific Plaza, Suite 1900
777 - 108th Ave. NE
P. O. Box C-90016
Bellevue, Washington 98009-9016

Owner: _____

With a courtesy copy to _____

Any party may by written notice to the other designate a different address or designee.

3.02 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other casts and damages allowed by law.

SATELLITE WATER SERVICE AGREEMENT
VERSION 8

- 8.
 - 1. Adjacent to Existing Mains **No**
 - 2. Within District Corporate Limits **No**
 - 3. 8" Mains and Hydrants Required **Yes**

SATELLITE WATER SERVICE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____ between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's water service area boundary. However, it is not presently feasible for the District to extend water mains to serve the Property.

1.02 The Owner now proposes to install a new water system to serve the Property which system will consist of a well, tank, pumps, lines, etc.

1.03 The District is considering, at some time in the future, extension of water service to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's installation of a satellite water system and to later connect to the District's water system upon such service being available to the Property.

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

SECTION 2: SATELLITE WATER SYSTEM INSTALLATION

2.01 The District hereby approves the establishment of a new water system to serve the Property under the conditions set forth in this Agreement; provided however, the District reserves the right to (a) protest, object to and/or oppose, owners application for water rights to serve the Property if the District determines that such application and proposed appropriation of groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights and to (b) terminate this satellite water service agreement.

2.02 The Owner must design and construct the water system in accordance with applicable King County Health Department and District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a master meter on each well and a service meter for each separate lot or dwelling unit.

2.03 The Owner shall own well(s), tank(s) and pump(s) (Owners' System) as included in this water system and the District shall own the lines, hydrant(s), meter(s) and appurtenances included in this water system. The Owner shall have filed on the Property, prior to the installation of the Owners' System, covenants which identify the Owners' responsibility to contract with a Satellite System Manager for operation, maintenance and repair of the Owners' System, and places financial responsibility to repair and/or replace the system when it is needed, short and long term, with the Property. The system must be operated in accordance with applicable Health Department rules and good utility practice.

2.04 The District agrees to periodically inspect and test the water system and collect required chemical and bacterial water samples. The District shall notify the Owner of the results

of the inspection and testing. Owner hereby grants the District and its agents reasonable right of entry for the purposes of such inspection and testing.

2.05 At the time of entering into this Agreement, Owner shall pay the District Two hundred fifty Dollars (\$250.00), non-refundable, to cover administrative costs in setting up appropriate District files. At the time of completion of the water system, the Owner shall give the District Three thousand Dollars (\$3000.00) to provide for future conversion from the water system to the Districts water system including provisions set forth in paragraph 2.09. The Owner or successors shall pay the District for its cost of operation, maintenance, inspection and testing within thirty (30) days after receipt of billing. The District shall collect through bi-monthly billings for its operation and maintenance costs. Failure to pay any amount referenced herein within thirty (30) days of invoice shall allow the District to file a lien on the Property and to foreclose such lien pursuant to RCW 57.08, or as such statutes may be revised, amended or superseded.

2.06 Owner agrees to participate in and waive protest of formation of an LID or ULID for the purpose of constructing a District water main, pumps, water tanks and related improvements to serve the Property. Owner agrees to sign a petition for the formation of an LID or ULID for the above-specified improvements at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so. Owner understands that property owners have the right to protest formation of a LID or ULID to construct the above-specified improvements. Owner agrees to waive the right to protest formation of a LID or ULID for construction of the above-specified improvements. Owner shall retain the right to contest the method of calculating any assessment under such LID or ULID as provided by law and shall further retain the right to appeal confirmation of the final assessment roll in the manner provided by law. Owner further agrees that the existence of a Satellite Water Service Agreement for the Property shall not be considered in the calculation of any assessment relating to any such ULID; and any such assessments in relation to special benefit derived by Owner's Property to be served by any such ULID shall be made on the basis that Property does not receive water service.

2.07 Owner agrees to participate in and waive protest of annexation to the District's Corporate Limits. Owner agrees to sign a petition for the annexation of the subject property at such time as a petition is circulated or the District requests the Owner to sign such petition. Owner hereby agrees that the President of the District Board of Commissioners may sign the petition for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so. Owner understands that property owners have the right to protest annexation to the District. Owner agrees to waive the right to protest annexation to the District. Owner shall retain the right to contest the method of calculating any assessment under such annexation as provided by law. Owner further agrees that the existence of a Satellite Water Service Agreement for the Property shall not be considered in the calculation of any assessment relating to any such annexation; and any such assessments in relation to special benefit derived by Owner's Property to be included in any such annexation shall be made on the basis that Property does not receive water service.

2.08 Upon availability of water as determined by the District in its sole discretion this Agreement will be terminated.

2.09 Upon termination of this Agreement the District, at its sole option, shall either: 1) take over ownership of wells, pumps and tanks and operate the system as part of the District owned system or 2) take over ownership of the well to ensure it is properly abandoned in compliance with Department of Ecology regulations and guidelines. If there are any surplus funds

or profits, generated solely from the abandonment of the well, pumps and tanks, the surplus will be paid to the Owners or their successors and assigns or the District may interplead such funds into court in the event of any dispute regarding such funds. A Bill of Sale for the system being transferred to District Ownership shall be provided by Owner or Owner's successors and assigns at time of transfer.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the development of the Property and shall constitute a covenant running with the Property described on Exhibit A. This Agreement shall be binding upon Owner, his heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

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

With a courtesy copy to John W. Milne
Inslee, Best, Doezie & Ryder, P.S.
Security Pacific Plaza, Suite 1900
777 - 108th Ave. NE
P. O. Box C-90016
Bellevue, Washington 98009-9016

Owner: _____

With a courtesy copy to _____

Any party may by written notice to the other designate a different address or designee.

SATELLITE WATER SERVICE AGREEMENT
VERSION 9

- | | | |
|----|---|------------|
| 5. | 1. Adjacent to Existing Mains | Yes |
| | 2. Within District Corporate Limits | Yes |
| | 3. 8" Mains and Hydrants Required | Yes |
| | 4. Well to be converted to District Use | Yes |

**SATELLITE WATER SERVICE AGREEMENT
WITH POTENTIAL CONVERSION OF WELL TO DISTRICT PRODUCTION WELL**

THIS AGREEMENT is made this _____ day of _____, _____ between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner").

SECTION 1: RECITALS

1.01 Owner is the owner of certain real property located in King county and legally described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"). The Property is located within the District's water service area boundary. However, it is not presently feasible for the District to supply water to serve the Property.

1.02 The Owner now proposes to install a new water system to serve the Property which system will consist of a well, tank, pumps, lines, etc.

1.03 The District is considering drilling a production well on the Property, based on evidence from test wells and other hydrogeologic information.

1.04 If a drilled production well did not produce water in quantities and with quality deemed sufficient and satisfactory to serve as a municipal water supply, then at some time in the future, the District is considering extension of water service to serve the Property. The Owner and the District now desire to set forth the terms and conditions of the Owner's installation of a satellite water system and to later connect to the District's water system upon such service being available to the Property.

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

SECTION 2: WATER SYSTEM INSTALLATION

2.01 2.01 The District hereby approves the establishment of a new water system to serve the Property under the conditions set forth in this Agreement; provided however, the District reserves the right to (a) protest, object to and/or oppose, owners application for water rights to serve the Property if the District determines that such application and proposed appropriation of groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights and to (b) terminate this satellite water service agreement.

2.02 At the time of entering into this Agreement, Owner shall pay the District five hundred Dollars (\$500.00), non-refundable, to cover administrative costs in setting up appropriate District files.

2.03 WELL CONSTRUCTION

2.03A The Owner must design and construct the well system in accordance with applicable State of Washington Department of Ecology and District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a master meter on each well.

2.03B. The well system shall be developed at a size suitable to be used as a District production well. The District shall reimburse the owner for the difference in cost between drilling the well the size that would be required to serve the Owner's Property and the size required for the District production well.

2.03.C.If the well produces water in quantities and with quality deemed sufficient and satisfactory by the District, in its sole discretion. to serve as a municipal water supply in addition to that amount require to serve the proposed development of the property, the Owner shall provide the District with a Bill of Sale for the portion of the well paid for by the Owner, and the well shall be operated as a District Production Well.

2.04 SYSTEM OPERATION AS A DISTRICT PRODUCTION WELL

2.04.A The District shall own, operate and maintain the well system as part of the District system. The system must be operated in accordance with applicable Health Department rules and good utility practice.

2.04.B The Owner shall design and construct the water system to serve Owners Property in accordance with applicable District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a service meter for each separate lot or dwelling unit. The District shall own the lines, hydrant(s), meter(s) and appurtenances included in this water system per the District rules and regulations concerning installation of water main extensions.

2.05 SYSTEM OPERATION AS A SATELLITE SYSTEM PRODUCTION WELL

2.05.A The Owner shall own well(s), tank(s) and pump(s) (Owners' System) as included in this well system. The Owner shall have filed on the Property, prior to service being provided from the water system, covenants which identify the Owners' responsibility to contract with a Satellite System Manager for operation, maintenance and repair of the Owners' System, and places financial responsibility to repair and/or replace the system when it is needed, short and long term, with the Property. The system must be operated in accordance with applicable Health Department rules and good utility practice.

2.05.B.The Owner shall design and construct the water system to serve Owners Property in accordance with applicable District standards. All plans must be approved by the District prior to any construction. The system shall include the installation of a service meter for each separate lot or dwelling unit. The District shall own the lines, hydrant(s), meter(s) and appurtenances included in this water system per the District rules and regulations concerning installation of water main extensions.

2.05.C. The District agrees to periodically inspect and test the Owner's System and collect required chemical and bacterial water samples. The District shall notify the Owner of the results of the inspection and testing. Owner hereby grants the District and its agents reasonable right of entry for the purposes of such inspection and testing.

2.05.D. At the time of completion of the water system, the Owner shall give the District Three thousand Dollars (\$3000.00) to provide for future conversion from the water system to the Districts' water system including provisions set forth in paragraph 2.05.E.. The Owner or successors shall pay the District for its cost of operation, maintenance, inspection and testing within thirty (30) days after receipt of billing. The District shall collect through bi-monthly billings for its operation and maintenance costs. Failure to pay any amount referenced herein within thirty (30) days of invoice shall allow the District to file a lien on the Property and to foreclose such lien pursuant to RCW 56.16.100-110 and RCW 57.08.080-.090, or as such statutes may be revised, amended or superseded.

2.05.E. Upon availability of water and the Districts' sole discretion this Agreement will be terminated.

2.05.F. Upon termination of the system operation as a Satellite System the District, at its sole option, shall either: 1) take over ownership of wells, pumps and tanks and operate the system as part of the District owned system or 2) take over ownership of the well to ensure it is properly abandoned in compliance with Department of Ecology regulations and guidelines. If there are any surplus funds or profits, generated solely from the abandonment of the well, pumps and tanks, the surplus will be paid to the Owners or their successors and assigns or the District may interplead such funds into court in the event of any dispute regarding such funds. A Bill of Sale for the system being transferred to District Ownership shall be provided by Owner or Owner's successors and assigns at time of transfer.

SECTION 3: GENERAL PROVISIONS

3.01 This Agreement touches and concerns the development of the Property and shall constitute a covenant running with the Property described on Exhibit A. This Agreement shall be binding upon Owner, his heirs, successors in interest and assigns. This Agreement shall be recorded by District with the King County Office of Records and Elections immediately upon its execution by the parties herein.

3.02 Any notice to be given, document to be delivered, or payment to be made by either party to the other herein, shall be delivered in person or mailed by certified post and addressed to District or Owner at the following addresses:

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

With a courtesy copy to John W. Milne
Inslee, Best, Doezie & Ryder, P.S.
Security Pacific Plaza, Suite 1900
777 108th Ave. N.E.
P. O. Box C-90016
Bellevue, Washington 98009-9016

Owner

With a Courtesy Copy to

Any party may by written notice to the other designate a different address or designee.

3.02 Time is of the essence with respect to this Agreement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by the District. In any suit or actions brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other casts and damages allowed by law.

3.03 If any section, sentence, clause or phase of this Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT ("District")

By _____
Its

"Owner"

By _____
Its

