

99/02  
**CITY OF MONROE**  
**REIMBURSEMENT AGREEMENT**

THIS AGREEMENT made and entered into this 13th day of October, 1999, by and between the CITY of MONROE, a municipal corporation, hereinafter called the "city", and Homestead Northwest Development Company, its heirs, successors, and assigns, hereinafter called "developer"; and,

WHEREAS, the city has approved the execution of Reimbursement Agreements for Utility Improvements; and,

WHEREAS, the developer has installed water system improvements in 191<sup>st</sup> Avenue, the costs of which improvements are included in the attached exhibits which are made a part of this Agreement; and,

WHEREAS, said developer has conveyed by Bill of Sale the aforementioned improvements to the City of Monroe and the city has accepted same; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. The developer has constructed at his own cost and expense the improvements as listed above and as in the attached exhibits.

Section 2. For a period of ten years from the date of recording of this agreement with the Snohomish County Auditor's Office, any person, firm, or corporation owning or leasing real estate and not contributing to the cost of the improvements as listed above and as in the attached exhibits shall pay a reimbursement fee as calculated and outlined in the attachments hereto and made part of the agreement. These reimbursement fees are shown in the attachments.

Section 3. Attached hereto is a copy of the Bill of Sale granting said utility improvement to the City of Monroe duly executed by said owner and made a part hereof by reference.

Section 4. The parties hereto agree that this agreement is made and entered into in accordance with the Municipal Water and Sewage Facility Act, RCW 35.91.010 et seq., and to Monroe Municipal Code Chapter 13.20, and further agree to be bound by and adhere to the provisions of said acts as exist at the time of the signing of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this day and first above written.

DEVELOPER Agent

---

Dick Vandenberg

STATE OF WASHINGTON)  
County of Whatcom )<sup>ss</sup>

On this day personally appeared before me Dick Vandenberg the developer /agent of  
said utility improvement for the purpose of executing said instrument.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_ Notary Public in and for the State of  
Washington,

residing in \_\_\_\_\_.

CITY OF MONROE

ATTEST

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**REIMBURSEMENT AGREEMENT 99-02**  
**Homestead NW Development Company**

**COST OF CONSTRUCTION FOR TROMBLEY HILL**  
**191<sup>st</sup> AVE WATER MAIN**

<b>Construction</b>	<b>\$ 40,210.13</b>
<b>Administrative Fee</b>	<b>\$ 2,412.64</b>
<b>TOTAL</b>	<b>\$ 42,623.25</b>

**REIMBURSEMENT FEES**

<b>362806-1-011-0005</b>	<b>\$3,810.41</b>
<b>362806-1-012-0004</b>	<b>\$ 762.08</b>
<b>362806-1-017-0009</b>	<b>\$1,729.93</b>
<b>362806-1-021-0003</b>	<b>\$ 304.83</b>
<b>362806-1-028-0006</b>	<b>\$ 342.94</b>
<b>362806-1-030-0002</b>	<b>\$ 647.77</b>
<b>362806-1-038-0004</b>	<b>\$3,063.57</b>