

CITY OF TUMWATER
PUBLIC WORKS DEPARTMENT
555 ISRAEL ROAD SW
TUMWATER, WA 98501

SEWER MAIN EXTENSION AGREEMENT

REFERENCE NUMBERS(S) OF RELATED DOCUMENTS

Sewer Main Extension Agreement, Pages 1-6
Exhibit "A" – Developer's Property Legal Description
Exhibit "B" – Route of Facility
Exhibit "C" – Sewer Plan (Map)
Exhibit "D" – Assessment Roll

(ADDITIONAL REFERENCE NUMBERS ON PAGE)

GRANTOR(S) (LAST, FIRST, MIDDLE INITIAL)

Tumwater, City of

(ADDITIONAL GRANTORS ON PAGE)

GRANTEE(S) (LAST, FIRST, MIDDLE INITIAL)

Sandy Investments, LLC

(ADDITIONAL GRANTEES ON PAGE)

LEGAL DESCRIPTION

(ABBREVIATED FORM: I.E. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE, QUARTER/QUARTER)

Section 34 Township 18 N Range 2W
Quarter NE NW and NW NE Plat LINWOOD HOME SITES BLK 2 LOTS 7 AND 8

(ADDITIONAL LEGAL DESCRIPTION IS ON PAGE)

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

59300200800; 59300200700; 59300200500; 59300200400; 59300200300;
59300200100; 59300100200; 59300100400; 59300100500; 59300100700;
59300100800

(ADDITIONAL PARCEL NUMBERS ON PAGE)

THE AUDITOR/RECORDER WILL RELY ON INFORMATION PROVIDED ON THIS FORM. COUNTY STAFF WILL NOT READ DOCUMENTS TO VERIFY ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED.



SEWER MAIN EXTENSION AGREEMENT

This Agreement entered into this 2nd day of August, 2016, by and between the City of Tumwater, a Municipal corporation, hereinafter referred to as the "City" and Sandy Investments, LLC, a Washington limited liability company, hereinafter referred to as the "Developer".

WHEREAS, the Developer has extended the City's sewer main system to and along property owned by the Developer by construction of an 8" sewer main together with all necessary appurtenances; and

WHEREAS, all improvements were constructed in accordance with the standards of the City and in accordance with the plans on file in the Public Works Department; and

WHEREAS, the City and the Developer wish to enter into this Agreement providing for the installation of the improvements and providing for reimbursement to the Developer of a portion of the costs of such improvements pursuant to RCW 35.91; and

WHEREAS, the City has accepted the improvements on March 10, 2016 as part of the City's sewer system and in return will collect from future users of the improvements their pro rata share of the cost of the improvements to be reimbursed to the Developer; and

WHEREAS, the City has determined that the construction and installation of the improvements are in the public interest and the Developer has paid all the costs and expenses of the installation of the improvements.

NOW THEREFORE, in consideration of the mutual promises made herein, the City and Developer agree as follows:

1. Description of Facilities

The Developer acknowledges that it is the owner of certain real property located in Tumwater, WA and legally described in Exhibit A ("Developer's Property") attached hereto and incorporated herein by this reference. Developer has extended an 8" sewer main together with all necessary appurtenances ("Facility") over the route described in Exhibit B ("Facility Route") attached hereto and incorporated herein by this reference.

2. Benefited Properties:

823 Pioneer 59300200800, 844 Pioneer 59300100800, 837 Pioneer 59300200700, 568 Pioneer 59300100700, 849 Pioneer 59300200500, 896 Pioneer 59300100500, 897 Pioneer 59300200400, 924 Pioneer 59300100400, (no site address) 59300200300, 1108 Linwood 59300200100, 1022 Linwood 59300100200

Certain real property, legally described in Exhibit C and D attached hereto and incorporated herein by this reference ("Benefited Properties"), which is adjacent to or near Developer's Property, will receive the benefit of the Facility, the owners of which may wish to use said Facility or have been required to construct a portion of said Facility in the future.

3. Facility

3.1 The Developer has previously attested that all work performed in connection with the Facility is in full compliance with all applicable federal, state and City laws including, without limitation, all City codes, ordinances, resolutions, policies, standards, and regulations.

3.2 The City has accepted ownership of said Facility and has the required documents necessary to place complete ownership of said Facility in the City. From the time of acceptance by the City, the Facility shall belong to the City and the City shall be responsible for its maintenance and operation and shall be entitled to all revenues derived from said Facility.

4. Cost of Facility

The Developer agrees that all expenses and claims in connection with the design, construction and installation of the Facility, whether for labor or materials, have been paid in full. The Developer has prepared an assessment map and assessment roll, attached hereto as Exhibit C and D and incorporated herein by this reference, ("Assessment Roll") containing the engineering and construction costs of the Facility including applicable sales tax, and the Benefited Properties' pro rata share of the cost of said Facility. The Developer has previously certified that the total cost of engineering and construction of the Facility is equal to Seventy Three Thousand seventy & 80/100 Dollars (\$73,070.80) ("Total Cost").

5. Reimbursement

5.1 Any owner of the Benefited Properties ("Latecomer") who did not

contribute to the original cost of the Facility and who subsequently elects to connect to the Facility within twenty (20) years from the date of this Agreement, shall not be permitted to connect to the Facility without first paying to the City, in addition to any and all other costs and charges made or assessed for such tap, or use, or for the water lines or sewers constructed in connection therewith, his or her pro rata share of the Total Cost of the Facility.

5.2 Reimbursement shall be collected by the City from those benefiting from using the Facility as provided above at the time they connect to the Facility and in accordance with the following formula:

$$\begin{aligned} & (\text{Total Cost}/2) / (\text{Length of Extension} \times 2) = \text{Frontage Assessment} \\ & (\text{Total Cost}/2) / (\text{Total Acres of Benefited Parcels}) = \text{Area Assessment} \end{aligned}$$

The decision of the City in determining or computing the amount due from any Latecomer shall be final and conclusive.

5.3 The Developer agrees to pay \$800.00 for an application fee to the City for the review and processing of this application. Additional charges of \$95.00 per hour will accrue for review and processing exceeding 10 hours. These additional charges will be required to be paid before this Agreement is recorded.

5.4 The City shall deduct eight percent (8%) of all collected reimbursement amounts as a fee for administering the terms of this Agreement.

5.5 The City shall exercise its best efforts to collect all reimbursements herein described; however, the City assumes no obligation to collect any or all reimbursements herein described. The City does not agree to assume any responsibility to enforce this Agreement. This Agreement will be a matter of public record and will serve as a notice to all potential Latecomers. The Developer shall be responsible to monitor those parties using the Facility. In the event the City becomes aware of a Latecomer, it will use its best efforts to collect the Latecomer's Fee, but shall not incur any liability should it fail to collect such fee.

6. Indemnification

The Developer agrees to indemnify and hold the City, its elected official, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities including, without limitation, their respective agents, licensees, or representatives, arising from resulting from, or connected with this Agreement or the construction or installation of the Facility.

7. Recordation

This Agreement shall be recorded at the sole cost of the Developer with the Thurston County Auditor's Office within thirty (30) days of execution of this Agreement by the parties.

8. Notice and Assignment

For the purpose of facilitating compliance with the requirements of RCW 35.91.020(6), the Developer hereby assigns to the City all of the Developer's right, title, and interest in and to any Latecomer's Fees in the event the City is unable to locate the Developer to tender the fees. The Developer shall be responsible for informing the City of its current and correct mailing address. Every two years from the date the Agreement is executed a Developer entitled to reimbursement under this Agreement shall provide the City with information regarding the current contract name, address, and telephone number of the person, company, or partnership that originally entered into the contract. If the Developer fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the City may collect any Latecomer's Fees owed to the Developer under the Agreement. The City will make a good faith effort to locate the Developer. In the event the City is unable to do so, the Latecomer's Fee shall be placed in the Capital Fund held by the City, and the City shall be deemed to be the owner of such funds. The next date for Developer providing his name, address and telephone information pursuant to this paragraph is 8/2/2018.

9. General Provisions

9.1 Entire Agreement. This Agreement contains all of the agreements of the parties and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

9.2 Modification. No provision of this Agreement may be amended or added to except by agreement in writing signed by the parties.

9.3 Full Force and Effect. Any provision of this Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

9.4 Successors In Interest. This Agreement shall inure and be for the benefit of and shall obligate all of the parties' respective successors in interest, heirs, beneficiaries or assigns.

9.5 Attorney Fees. In the event either party defaults on the performance of any terms in this Agreement, and this Agreement is placed in the hands of an attorney, or suit is filed, the prevailing party shall be entitled to an award of its reasonable attorney's fees, costs and expenses. The venue for any dispute related to this Agreement shall be Thurston County, Washington.

9.6 No Waiver. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

9.7 Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the state of Washington.

9.8 Authority. Each individual executing this Agreement on behalf of the City and the Developer represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Developer or the City.

9.9 Notices. All notices, requests, demands, and other communications called for by this Agreement shall be in writing and shall be deemed to have been given upon delivery if personally delivered (including delivery by confirmed telephone facsimile or overnight commercial delivery service with receipt) or delivery through the U.S. mail, first class, postage prepaid for registered or certified, return receipt delivery to:

City:

Finance Director
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Developer:

Sandy Investments
P.O. Box 4094
Tumwater, WA 98501

Or at such other address as either party shall later provide to the other in writing from time to time.

9.10 Captions. The respective captions of the paragraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Agreement.

City:
City of Tumwater

Pete Kmet
Pete Kmet, Mayor

Developer:
Sandy Investments
PO Box 4094
Tumwater WA 98501

[Signature]
Signature (notarized below)

Attest:

Melody Valiant
Melody Valiant, City Clerk

Dan Sandy
Name printed
Managing Partner
Title

Approved as to form:

[Signature]
Karen Kirkpatrick, City Attorney

State of Washington)
County of Thurston)^{ss}

I certify that I know or have satisfactory evidence that Dan Sandy 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 managing member of Sandy Inv. LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/26/16

[Signature]
(Signature)

Notary Public in and for the State of Washington.
My appointment expires 7/1/18.

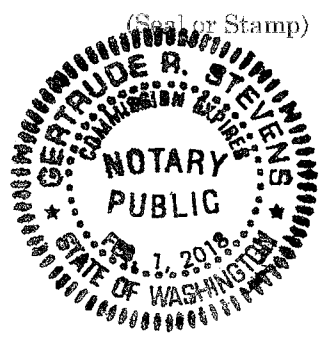


EXHIBIT "A"

Developer's Property Legal Description

Section 34 Township 18 Range 2W
Quarter NE NW & NW NE Plat LINWOOD HOME SITES BLK 2 LOTS 7 and 8
Assessor's Tax Parcel Numbers 59300200700 and 59300200800

EXHIBIT "B"

Route of Facility

The developer has extended the CITY's sewer system to the property owned by the developer by construction of an 8" water main together with all necessary appurtenances over the following described route:

Connecting to the existing City of Tumwater sewer system at the intersection of Linwood Avenue Pioneer Street and extending an 8" sewer main northerly 557 feet more or less within Pioneer Street. Sewer service laterals were extended from the main to the properties adjacent to the newly extended 8" sewer main.

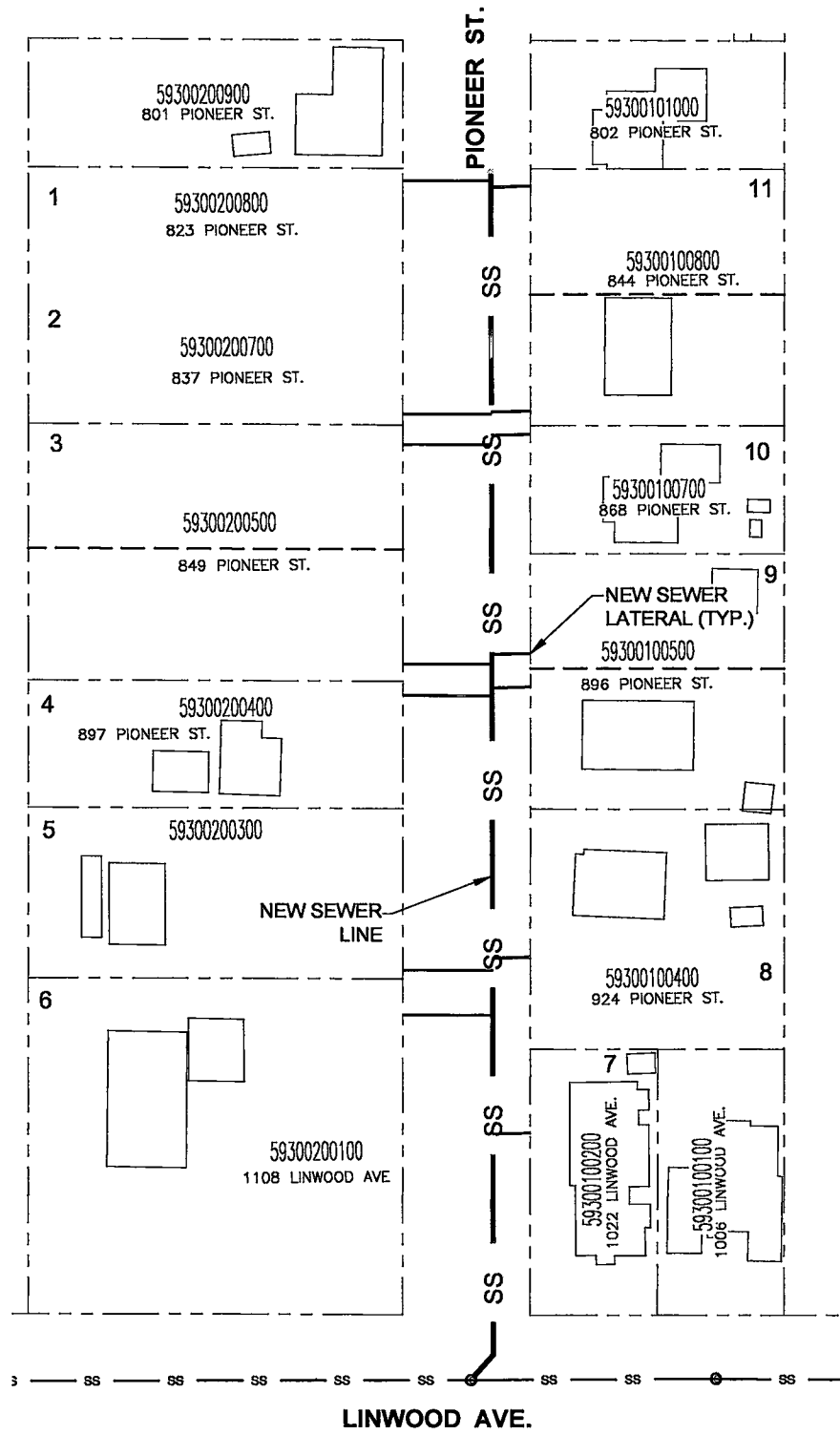


Exhibit "C"
 Sec. 34 T. 18N R. 2W W.M.

**PIONEER STREET UTILITY EXTENSION
 SEWER PLAN**
 SCALE: NTS

EXHIBIT "D"
Pioneer Street Sewer
Assessment Role-Sewer Extension Reimbursement Agreement

Map#	Tax Parcel #	Owner	Frontage (Feet)	Area (Sq. Ft.)	Total Frontage Benefit	Total Area Benefit	TOTAL CHARGE
1	59300200800	Sandy Inv.	60	10618	\$2,037	\$2,548	\$4,585
2	59300200700	Sandy Inv.	60	10618	\$2,037	\$2,548	\$4,585
3	59300200500	Olson	120	21236	\$4,075	\$5,095	\$9,170
4	59300200400	Sparks	60	10618	\$2,037	\$2,548	\$4,585
5	59300200300	Blosl	80	14158	\$2,716	\$3,397	\$6,113
6	59300200100	Smith	158	27989	\$5,365	\$6,716	\$12,081
7	59300100200	Collins	125	7521	\$4,244	\$1,805	\$6,049
8	59300100400	Mielke	113	13517	\$3,837	\$3,243	\$7,080
9	59300100500	Hayes	120	14396	\$4,075	\$3,454	\$7,529
10	59300100700	Holt	60	7198	\$2,037	\$1,727	\$3,764
11	59300100800	Greene	100	12000	\$3,395	\$2,879	\$6,275
	<i>*Unattributable Area</i>		20	2400	\$679	\$576	\$1,255
	Totals		1076	152269	\$36,535	\$36,535	\$73,071

** Charge is not attributable to an included property and will not be collected*

567 LF of 8" Gravity Sewer (\$190/LF Gravity Sewer/Road Restoration)

Total Project Cost	\$196,236.00
Less Costs Paid by City	\$63,380.00
Adjusted Project Cost	\$132,856.00
Sewer Line Cost (55% of total)	\$73,070.80
Frontage Charge (50%)	\$36,535.40
Area Charge (50%)	\$36,535.40
Total Project Frontage	1,076 LF
Total Project Area	152,269 SqFt
Cost per linear foot - Sewer	\$33.95
Cost per square foot - Sewer	\$0.24