

Appendix E
Future Water Connection Agreement

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**SAMMAMISH PLATEAU WATER & SEWER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION NO. 4762

RESOLUTION OF THE BOARD OF COMMISSIONERS OF SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, KING COUNTY, WASHINGTON, APPROVING A FORM AGREEMENT FOR FUTURE CONNECTION FOR WATER SERVICE ASSOCIATED WITH A GROUP B PUBLIC WATER SYSTEM, AND RESCINDING PREVIOUSLY APPROVED FORM SATELLITE WATER SYSTEM AGREEMENTS.

WHEREAS, the Sammamish Plateau Water and Sewer District ("District") is a municipal corporation providing water and sewer utility services pursuant to Title 57 RCW; and

WHEREAS, the District's future water service area ("Future Water Service Area") is established through the District's water comprehensive plan as approved by governmental agencies with jurisdiction, the East King County Coordinated Water System Plan ("EKCCWSP"), and as modified by boundary changes mutually agreed to by adjacent utilities for inclusion in future EKCCWSP updates; and

WHEREAS, the District requires that the owners of property seeking District water service connect their property directly to the District's water system and obtain water service from the District, and the EKCCWSP limits the ability of new Group B public water systems to be developed within the District's Future Water Service Area; and

WHEREAS, there are areas within the District's Future Water Service Area where it is not feasible or reasonable to have a direct connection for water service from the District in a timely and reasonable manner, and the District Board of Commissioners desires to establish policies under which a new Group B public water system may be formed to provide water service to identified property until direct connection to the District's water service is timely and reasonably available as determined by the District; and

WHEREAS, the District adopted form Satellite System Management Agreements by motion on July 10, 1989, and updated said form Satellite System Management Agreements by Resolution No. 2179 adopted on October 7, 1997, and further approved the policy for use of Satellite System Management Agreements as described in Section 1.9 and Appendix G of the District's 2010 Water Comprehensive Plan as adopted by Resolution No. 4143 on April 2, 2012; and

WHEREAS, the District Board of Commissioners now desires to revise the District's policy regarding the establishment of new Group B Public Water Systems within the District's Future Water Service Area, adopt a new form agreement for development and use of new Group B Public Water Systems within the District's Future Water Service Area until water service by direct connection is available, and rescind the previously approved form Satellite System Management Agreements; now, therefore,

BE IT RESOLVED, by the Board of Commissioners of Sammamish Plateau Water & Sewer District, King County, Washington, as follows:

Resolution No. 4762

EXHIBIT A

Agreement for Future Connection for Water Service
Associated with a Group B Public Water System

Sammamish Plateau Water & Sewer District
1510 – 228th Ave SE
Sammamish, Washington 98075

AGREEMENT FOR FUTURE CONNECTION FOR WATER SERVICE ASSOCIATED WITH
A GROUP B PUBLIC WATER SYSTEM

Reference #'s None

Grantor(s): _____

Grantee(s) Sammamish Plateau Water & Sewer District
1510 228th Avenue SE
Sammamish, WA 98075

Legal Description Section ____, Township ____, North, Range ____, East
Additional legal description is on page ____ of document.

Tax Parcel ID _____

SAMMAMISH PLATEAU WATER AND SEWER DISTRICT
AGREEMENT FOR FUTURE CONNECTION
FOR WATER SERVICE
ASSOCIATED WITH A GROUP B PUBLIC WATER SYSTEM

THIS AGREEMENT ("Agreement") is made by and between the SAMMAMISH PLATEAU WATER AND SEWER DISTRICT, a municipal corporation ("District") and _____ ("Owner") (individually a "Party" and collectively the "Parties") for the purposes set forth below.

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 present and/or future water service area. However, the District has determined it may not be presently feasible, timely or reasonable to extend District water mains to serve the Property.

1.02 The Owner now proposes to install or connect to a Group B public water system to provide water service to the Property.

1.03 The District is considering, at some time in the future, the extension of water facilities to serve the Property. The Parties now desire to set forth the terms and conditions of the Owner's later connection 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: GROUP B PUBLIC WATER SYSTEM INSTALLATION

2.01 The District hereby approves the establishment of a new Group B public water system ("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, any application by the Owner or other parties for water rights to serve the Property if the District determines that such application and proposed appropriation of surface or groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights, and to (b) terminate this Agreement if the District determines that such application and proposed appropriation of surface or groundwater will detrimentally or negatively impact the District's existing or previously applied for water rights.

2.02 The Owner shall design and construct the Water System in accordance with applicable King County Health Department, Washington State Department of Ecology, and Washington State Department of Health standards. The Water System shall include the installation of a master meter on each well and a service meter for each separate lot or dwelling unit to be served by the Water System.

2.03 The Owner shall own and shall be solely responsible for the Water System. The Owner shall have filed on the Property, prior to the installation of the Water System, covenants which identify the Owners' responsibility to contract with a certified water system operator and/or manager for operation, maintenance and repair of the Water System. The system shall be operated

in accordance with all applicable State and local health department rules, regulations, and good utility practice.

2.04 Upon the termination of this Agreement as provided herein, the District, at its sole option, may assume ownership of all water rights, wells, pumps and/or tanks and operate the Water System as part of the District-owned water system. The Owner, or Owner's successors and assigns, shall transfer ownership of the Water System, or such portions of the Water System as designated by the District, to the District by bill of sale at the time of transfer of ownership. In the event of Owner's failure to timely execute and provide such bill of sale to the District, Owner hereby agrees that the President of the District Board of Commissioners may sign the bill of sale for the Owner as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so.

SECTION 3: NO-PROTEST OF FUTURE LOCAL IMPROVEMENT DISTRICT (LID) OR UTILITY LOCAL IMPROVEMENT DISTRICT (ULID)

3.01 Owner agrees to participate in and waive protest of formation of an LID or ULID for the purpose of constructing a District water system, including mains, pumps 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.

3.02 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.

3.03 Owner further agrees that the existence of Group B Public Water System for the Property shall not be considered in the calculation of any assessment relating to any such LID or ULID; and any such assessments in relation to special benefit derived by Owner's Property to be served by any such LID or ULID shall be made on the basis that Property does not receive water service.

3.04 Where a LID or ULID is not formed, but there is an extension of permanent water facilities to a point abutting Owner's Property through the provision of other means, including but not limited to, District-initiated construction, developer extension, or other property owners' requests, the undersigned shall connect the Property to such water facilities; and at such time, shall pay the cost of connection to such water facilities as further described in this Agreement.

SECTION 4: NO-PROTEST OF FUTURE ANNEXATION TO DISTRICT WATER SERVICE BOUNDARY

4.01 Owner agrees to participate in and waive protest of annexation of the Property to the District's corporate boundary. Owner agrees to sign a petition for the annexation of the 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 with respect to the Property as the Owner's attorney-in-fact should the Owner fail, refuse or be unable to do so.

4.02 Owner understands that property owners have the right to protest annexation of their property to the District. Owner agrees to waive the right to protest annexation of the Property to the District, provided Owner shall retain the right to contest the method of calculating any assessment for such annexation as provided by law.

SECTION 5: CONNECTION OF PROPERTY TO DISTRICT WATER SYSTEM

5.01 The Owner agrees that, upon notification from the District of the availability of District water service to the Property, such availability as defined by the District in its sole discretion, the Owner shall connect the Property to the District's water system **within one (1) year** of District's notification to Owner of such water availability. Connection of the Property to the District's water system shall be per District standards and specifications in effect at the time of such connection.

5.02 Upon District's notification to Owner of the availability of District water service, the Owner shall pay to the District all District fees and charges for such water service connection prior to the connection of the Property to the water system. If all or a portion of the fees and charges for such service connection are being assessed against the Property through a LID or ULID, the payment of those fees and charges shall be in accordance with such LID or ULID assessment schedule.

5.03 All fees and charges for connection to the District water system, including, but not limited to, general facility charges, charges for the installation of regional or local water distribution facilities, and water meter installation charges, shall be determined and paid in accordance with District policies, procedures and rates in effect at the time of such connection.

5.04 Owner shall also be required to pay District water service rates and charges for the availability of water service upon the connection of the Property to the District water system or **one (1) year** after District's notification to Owner of such water availability, whichever occurs first.

5.05 Upon the connection of the Property to the District Water System, Owner and the Property shall be subject to and shall comply with all District resolutions, policies and procedures regarding the District's provision of such water service.

5.06 Upon the connection of the Property to the District Water System, any parts of the Group B Public Water System not transferred to the District in accordance with Section 2.04 shall be properly abandoned by the Owner, including abandonment of the Group B well(s) to ensure the well(s) is properly abandoned in compliance with Department of Ecology regulations and guidelines.

SECTION 6: GENERAL PROVISIONS

6.01 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, and Owner's 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.

6.02 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:

oath stated that he/she was 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 he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such 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 he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as

the _____ of _____ to be the free and voluntary
act of such corporation for the uses and purposes mentioned in the instrument.

Dated

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

My Appointment Expires

EXHIBIT A

TAX PARCEL

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