

PRIVATE WATER SERVICE LINE UPGRADE PARTICIPATION AGREEMENT

This agreement is made this ____ day of _____, 201__ by and between Northshore Utility District, a Washington state municipal corporation ("District") and _____ and _____ ("Owner").

RECITALS

- (a) Owner is the legal owner of certain real property with the address of _____ and King County, Washington, tax parcel number of _____, along with an undivided interest in the adjacent shared private access road ("Property").
- (b) District owns and operates a public water distribution system with a service area that includes Property.
- (c) Property is a part of a potential private water service line upgrade project ("Project"), also known as Project No. ___, which also includes the following neighboring tax parcels:

along with their respective undivided interest in the adjacent shared private access road.

- (d) All or almost all tax parcels included within Project are connected to the District's distribution system via privately-owned long water service lines ("Spaghetti Lines") installed within said shared private access road. Since construction, the Spaghetti Lines have deteriorated.
- (e) Owner and all other property owners included within Project are interested in a long-term solution.
- (f) District is willing to facilitate a long-term solution under certain conditions.

AGREEMENT

Owner and District agree as follows:

- (1) District will finance, administer and manage Project to:
 - (a) Install an appropriately-sized water main in the above-described shared private access road in accordance to District's standards and specifications ("New Main").
 - (b) Repave the above-described shared private access road after the New Main installation.

- (c) Relocate the water meters to the property line of each tax parcels included in Project for reconnection.
- (2) Upon completion, District will accept New Main for service and ownership as a public facility.
- (3) The repaved shared private access road will remain the private property of its existing owners.
- (4) Owner will be charged, and agrees to pay for, his/her/their share of the Project costs with the checked option below:
- ☐ A one-time payment of \$_____ due the date the New Main improvements are complete.
- ☐ A bi-monthly surcharge of \$_____ for a period of fifty (50) years from the date the New Main improvements are complete, with the option to pay off the unpaid balance at any time in the future.
- (5) This agreement is conditioned upon the execution, by all other property owners included within Project, of (i) a similar participation agreement and (ii) the attached easement agreement (if Project area does not have an existing utility easement acceptable to District).
- (6) All terms, conditions and provisions herein shall be covenants running with Property and shall be binding upon Owner, successors, heirs and assigns. A copy of this agreement shall be recorded against Property with the King County Recorder's Office.
- (7) Unpaid bi-monthly surcharge, if any, as described in (4) shall remain with Property upon sales or transfer of ownership. Subsequent owner(s) of Property may choose to either pay off, or continue the payment of, the unpaid surcharges. Lump-sum pay off shall receive a present value discount at an interest rate of ____%. Purchaser or the escrow agent should contact District for pay-off amount.

OWNER:

DISTRICT:

Owner-1 Name

Fanny Yee, General Manager
Northshore Utility District

Date: _____

Date: _____

Owner-2 Name

Date: _____

STATE OF WASHINGTON)

COUNTY OF KING) SS
)

I certify that I know or have satisfactory evidence that _____ and _____ is/are the person(s) who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

Printed Name

NOTARY PUBLIC in and for the State of Washington

residing at: _____

Commission expires: _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Fanny Yee is the person who appeared before me, and said person acknowledged that as the General Manager of Northshore Utility District, she is authorized to sign this instrument for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

Printed Name

NOTARY PUBLIC in and for the State of Washington

residing at: _____

Commission expires: _____