


RETURN DOCUMENT TO:

Samish Water District
2195 Nulle Road
Bellingham, WA 98229


200708090090
Skagit County Auditor
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SEWER SERVICE AGREEMENT

THIS AGREEMENT made by and between **SAMISH WATER DISTRICT**, party of the first part hereafter referred to as the "District", and **FAST BREAK ENTERPRISES LLC**, party of the second part hereafter referred to as the "Owner".

WITNESSETH

WHEREAS, District is a municipal corporation in Whatcom County, Washington, operating a sewer system within said county and also within Skagit County, and

WHEREAS, the Owner is the owner of certain real property and desires sewer service from the District for **FIFTEEN AND ONE HALF (15½)** living unit equivalent (LUE), and

WHEREAS, the property owned by Owner, which would be entitled to connect to the District's sewer facilities under the terms and conditions set forth in this Agreement, is described as follows:

**BINDING SITE PLAN NO. PL-04-0916, LOT 2, ACRES 0.69,
AF#200504200093, BEING A PORTION OF THE SOUTH 1/2 OF THE NE1/4
OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 4 EAST. PARCEL NO.
122695. SKAGIT COUNTY, WASHINGTON**

NOW, THEREFORE, in consideration of the sums to be paid by the Owner to the District and other covenants and conditions contained in this Agreement, it is agreed as follows:

1. Owner will, at their own expense, construct, install and connect a sewer line in accordance with the District's rules and regulations.

2. Connection to the District's sewer line shall be made at the closest feasible point and all improvements, including roads, damaged or destroyed by Owner in making such connections, shall be restored to their previous condition in accordance with District and county requirements and the Owner shall save the District harmless from all claims of any nature whatsoever arising out of the construction thereof or resulting from connection to the District's sewage facilities.

3. The sewer connection and system of the residences or facilities now or hereafter to be located upon the property described herein owned by the Owner shall, without cost to the District, be connected in accordance with applicable District's standards and requirements to such sewer line, at the place designated by the District. In the event the Owner's property is not located adjacent to a sewer main owned by the District, under this Agreement the District's obligation are contingent upon the Owner entering into an Owner's Extension Agreement as outlined in Section 15 of this agreement. All connections shall be maintained in accordance with the District's established standards, rules and regulations. Such connection of an existing structure shall be made within ninety (90) days from the date of this Agreement and all living units hereafter constructed upon Owner's property shall be connected within ninety (90) days from the date said living units are completed and habitable.

4. The Owner shall save and hold the District harmless from all claims of any nature whatsoever arising out of Owner's connection to the District's sewer system or the construction thereof or from any of Owner's or third parties liability or expense caused by the Owner's construction or by failure of the facilities installed by Owner to properly function.

5. The cost of all construction and installation of Owner's sewer line, together with the obtaining of all franchises, easements, permits, agreements and equipment of every nature required for the construction or maintenance of said facilities shall be procured by and at the expense of the Owner and shall be obtained prior to making any connection to the District's sewer line.

6. The Owner covenants and agrees that the subject real property described herein shall be the only property served with sewer service pursuant to this Agreement. This does not prohibit the servicing of properties as allowed for under the terms of an owner's extension and cost recovery agreement.

7. The Owner promises and agrees that this Agreement is a covenant running with the land and binding upon their heirs, successors and assigns.



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8. Upon payment of the District's General Facilities Charge and all other charges and fees provided for herein (and fulfillment of the terms of an applicable Owner's Extension Agreement), the District will furnish sanitary sewer service to the real property for **FIFTEEN AND ONE HALF (15½)** living unit equivalent (LUE) at the same rates and subject to the same rules and conditions of service, including interest and penalties on delinquent accounts, as now or hereinafter shall apply to the District's other customers.

9. The real property described herein, upon which such improvements requiring sewer service have been or shall be placed, shall stand as security for all sums which may become due or owing to the District by the owners or occupants including, but not limited to, the following:

- a) General Facilities Charge;
- b) Monthly sewer service charges; and
- c) Charges for maintenance and repair furnished;

and the District shall have a lien thereon, subject only to the lien for general taxes, for all such sums including penalties and interested as provided for in the District's resolutions.

10. After thirty (30) days delinquency, the District may certify the delinquency to the County Auditor and a lien claim may be filed at its option with the County Auditor; and at any time thereafter, in the event of continued delinquency, the District may foreclose such lien and include in such suit without filing additional notice, any charges or penalties accruing after the date of filing of the original lien until the entry of judgment and the Court in its judgment may allow for reasonable costs of searching title or obtaining a report as to the necessary party defendants and a reasonable attorney's fee. The action may be in rem or personam or both. The District may terminate sewer service for non-payment as authorized by RCW 57.08.081.

11. The Owner agrees to pay to the District in cash only an agreement preparation charge in the sum of \$100.00. The Owner also agrees to pay any engineering charges exceeding \$50.00, which pertains to the sewer connection.



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12. The Owner agrees to pay to the District in United States Funds, a General Facilities Charge and other fees in the sum of **FORTY EIGHT THOUSAND SIX HUNDRED FIVE DOLLARS AND FIFTY CENTS (\$48,605.50)** which sum will be paid in a lump sum on or before the date of this Agreement.

13. In the event that the Owner desires sewer service for an additional number of living unit equivalents (LUEs) the Owner must make a new application for sewer service and enter into a new Sewer Service Agreement.

14. In addition to the charges referred to in Sections 11 and 12 above, the Owner agrees to commence paying a monthly charge equal to the monthly rate for sewer service for like users of the District's system for all living units authorized for sewer service by this Agreement, which are unconnected ninety (90) days from the date of this Agreement.

15. In the event the Owner's property described herein is not located adjacent to an existing sewer main owned by the District, the Owner shall, simultaneously with execution of this Sewer Service Agreement, execute an Owner's Extension Agreement (a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference), and the District obligation under this Agreement are contingent upon the Owner signing and fulfilling the terms and conditions of the Owner's Extension Agreement.

16. This Sewer Service Agreement is subject to the terms and conditions of that certain **CONTRACT FOR WASTEWATER TREATMENT AND DISPOSAL** dated January 23, 2001, between the District and the City of Burlington and which is recorded under Skagit County Auditor's File No. 200102020095 and the District's obligation under this Agreement are no greater than its rights under the foregoing Agreement with Burlington.

DATED this 12th day of July, 2007.



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Skagit County Auditor

OWNER(S)

BY:

FAST BREAK ENTERPRISES LLC,
Owner

SAMISH WATER DISTRICT
WHATCOM COUNTY,
WASHINGTON

BY:

President and Commissioner

BY:

Commissioner

ATTEST:

BY:

Secretary and Commissioner

STATE OF Washington)
) SS.
COUNTY OF Skagit)

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 21st day of June 2007, personally appeared before me James J Duffy, Owner, to me known to be the individual described herein and who executed the foregoing instrument, and acknowledged that ~~they~~ he she signed and sealed the same as their ~~his~~ her free and voluntary act and deed, for the purposes therein mentioned.



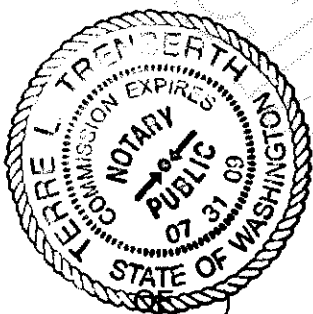
Rhonda R Tugley
Notary Public in and for the State of
Washington, residing at
Burlington
My commission expires 10-1-10



200708090090
Skagit County Auditor

STATE OF)
WASHINGTON)
) SS.
COUNTY OF)
WHATCOM

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 12th day of July 2007 personally appeared before me Michael F. Roberts, to me known to be Commissioner of the Samish Water District Commission, the municipal corporation that executed the foregoing instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

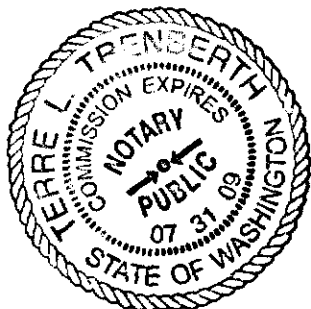


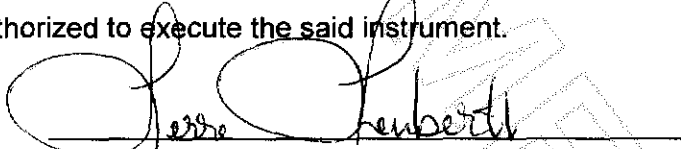

Notary Public in and for the State of Washington,
residing at Bellingham.

My Commission Expires 7-31-09

STATE
WASHINGTON)
) SS.
COUNTY OF)
WHATCOM

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 12th day of July 2007 personally appeared before me Herbert A. Barker, to me known to be Commissioner of the Samish Water District Commission, the municipal corporation that executed the foregoing instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.




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

My Commission Expires 7-31-09



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Skagit County Auditor