

AFTER RECORDING RETURN TO:

The City of Snoqualmie
Attn: City Clerk
38624 SE River Street
Snoqualmie, WA 98065

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM
Document Title(s) (or transactions contained therein):

Snoqualmie Sewer Participation Agreement between City of Snoqualmie and Mr. XXXX and Mr. Jake Hatfield regarding King County Tax Parcel 3124089051

Grantor(s) (Last name first, then first name and initials)
Hatfield, J.

Grantee(s) (Last name first, then first name and initials) City
of Snoqualmie

Assessor's Property Tax Parcel or Account number:
3124089051

**Sewer Participation and Easement Agreement
Between City of Snoqualmie and Mr. Jake Hatfield
regarding King County Tax Parcel 3124089051**

THIS AGREEMENT is made this ____ day of _____, 2023, by and between the CITY OF SNOQUALMIE ("the City"), a Washington municipal corporation, and Mr. Jake Hatfield, owner of property located at 9525 384th Ave SE, Snoqualmie, WA 98065 ("Owner")

RECITALS

A. The City is a municipal corporation of the State of Washington organized under the Optional Municipal Code, Title 35A RCW, located in King County, WA.

B. The City owns and operates a municipal wastewater collection and treatment system ("City Sewer System") within and adjacent to the City's corporate limits. The City Sewer System is more specifically described in the City's General Sewer Plan, on file and available for inspection at City Hall, 38624 SE River Street, Snoqualmie, WA 98065.

C. Owner owns property located at 9525 384th Ave SE, in unincorporated King County, Washington and more specifically described as set forth in Exhibit A hereto ("the Property.") The Property is also known as King County Tax Parcel No. 3124089051. Owner represents and warrants that Owner has full authority to bind the property with the covenants and conditions contained in this agreement.

D. On 09/09, 2021 Owner requested sewer service from the City.

E. The City is a party to a Franchise Agreement (Franchise No. 14780) with King County that authorizes the City to construct, operate, maintain, and repair sewer mains and services within and under County roads and rights of way.

F. The City Sewer System currently has capacity to accept wastewater from a single-family household.

G. The City has determined that an equivalent residential unit (ERU) represents the average annual wastewater flow contributed by a single-family household.

H. RCW 35.67.310 authorizes the City to permit connections to any of its sewers, either directly or indirectly, from property beyond City limits, upon such terms, conditions and payments as may be prescribed by ordinance and which may be required to be evidenced by a written agreement between the City and the owner of the property to be served by the connecting sewer.

I. Snoqualmie Municipal Code ("SMC") 13.04.290, authorizes an owner of property outside the boundaries of the city, or of property within the city which has not been assessed for sewers by the City, to connect to the City's municipal sewer system and obtain sewage disposal

service if the City Council consents and the property owner enters into a standard participation contract as for by SMC 13.04.320 through 13.04.360.

J. SMC 13.04.330 requires a “standard participation contract” to include the following provisions:

1. The property owner warrants that he is the owner of that property with full authority to bind the property with the covenants and conditions contained in the contract;
2. The property owner shall subject his property to the terms of the contract and shall use the public sewer of the city in accordance with the rules and regulations of the city as they may be amended from time to time, and that the property shall be subject to the regular schedule of sewer service charges of the city as may be from time to time fixed by the city for its use classification, including, if the city so provides, a reasonable split rate for property served in particular areas;
3. That the property described in the contract shall be the only property served with sewer service pursuant to that contract;
4. That the property subject to the contract shall be subject to liens, penalties and interest for nonpayment of sewer service charges to the same extent as any other property served by the city;
5. That the property owner and his successors in interest shall not object to any annexation to the city or the formation of any utility local improvement district, the area of which may include the property subject to the contract. Credit shall be given on assessment for any reasonable cost incurred by the property owner in installing his own sewer lines which have been deeded to the city.
6. The contract shall be filed for record at the office of the King County auditor and shall constitute a charge against the property and a covenant running with the land and shall bind the property and all of the future owners thereof.

K. The City and the Snoqualmie Tribe (“the Tribe”) have constructed, under agreement between the City and the Tribe, sewer improvements which are capable of serving areas now owned by the Tribe and other real property, including Parcel No. 3124089051.

L. On October 2, 2013, the City and the Tribe entered into the Snoqualmie Hills Sewer Improvement Latecomers Agreement. This Agreement identified the Benefited Properties within the drainage area that may be and ultimately are served by certain sewer improvements constructed by the Snoqualmie Tribe. In addition, the Agreement established the Base Fair Pro Rata Share of the total project costs to be collected from the owner of any Benefited Property prior to the time that such owner taps into or connects to the City’s sewer System. The Base Fair Pro Rata Share for Parcel No. 3121089051 is \$ 7,965.70.

M. On August 9, 2004, the City and the Quadrant Corporation entered into the Snoqualmie Wastewater Treatment Facilities Latecomer Agreement. This Agreement requires

Sewer Participation Agreement - 3

the City to collect \$3,529 per ERU from the owner of any property not qualifying as an Exempt Property prior to connection of such property to the municipal sewer system, as that owner's fair pro rata share, and as partial reimbursement of a fair pro rata share of the cost of wastewater facilities improvements paid by Quadrant. The City has determined that parcel number 3124089051 does not qualify as an Exempt Property under the Snoqualmie Wastewater Treatment Facilities Latecomer Agreement.

N. On April 11, 2011, the City and the Quadrant Corporation entered into the Snoqualmie Sludge Facility Latecomer Agreement. This Agreement requires the City to collect \$395.36 per ERU from the owner of any property not qualifying as an Exempt Property prior to connection of such property to the municipal sewer system as that owner's fair pro rata share and as partial reimbursement of a fair pro rata share of the cost of wastewater facilities improvements paid by Quadrant, except that the facility is no longer in use and was lost to a fire and this fee is no longer applicable. The City has determined that parcel number 3124089051 does not qualify as an Exempt Property under the Snoqualmie Sludge Facility Latecomer Agreement.

O. On April 25, 2015, a fire occurred in the Snoqualmie Sludge Facility. After assessing the damage to the building and the dryer resulting from the fire, the City removed the sludge dryer and loading equipment from solids handling building, and to load sludge into containers for off-site transport and disposal. Thus, the equipment provided under the April 11, 2011 Snoqualmie Sludge Facility Latecomer Agreement is no longer being used by the City and the Latecomer Charges for the Snoqualmie Sludge Facility no longer apply.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

AGREEMENT

1. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

2. City agrees that, subject to Owner's full and timely compliance with all of the terms of this Agreement, Owner may connect Owner's property to the City Sewer System; provided, however, that Owner (and not City) shall bear all costs and expense of Owner's connection.

3. City hereby grants Owner a non-exclusive utility easement ("the Utility Easement"), 10 feet in width on either side of the centerline formed by Owner's side sewer, across City-owned real property generally described as King County Tax Parcel No. 3124089051 and more specifically described in Exhibit A hereto. Owner may use the utility easement granted herein for the purposes of construction, operation, inspection, repair and maintenance of a side sewer connecting the City sewer main installed within the right-of-way of 384th Avenue SE to the Property. Within 2 days of connection to the City's sewer system, Owner shall provide the City with an as-built drawing documenting the exact location, depth and dimensions of Owner's

side sewer installed within the Utility Easement. Owner shall be responsible for any costs incurred as a result of the need to relocate the Utility Easement or side sewer in the future.

4. Owner shall use the City Sewer System only in accordance with all rules and regulations of the City applicable to sanitary sewer service and use of the City Sewer System, including without limitation such requirements set forth in Title 13 of the Snoqualmie Municipal Code (“SMC”) as the same may be amended from time to time, and to pay all costs related to Owner’s connection to and use of the City Sewer System including without limitation such charges set forth in this Agreement such rates and charges set forth in the regular schedule of sewer service charges of the City as may be from time to time fixed by the City for the use classification of Owner’s property, and any and all connection charges as that term is defined SMC Section 13.04.380 as it now exists or may hereafter be amended.

5. Owner agrees that the Property as described herein shall be the only property entitled to connection to and use of the City Sewer System pursuant to this Agreement.

6. The Property shall be subject to all liens, penalties and interest for nonpayment of sewer service charges to the same extent as any other property served by the City Sewer System.

7. Owner hereby agrees he does not now and shall not in the future object to any annexation of the Property into the City, or to the formation of any utility local improvement district, the area of which may include the Property. City agrees that, in the event any such utility local improvement district including the Property is formed, Owner shall be entitled to credit on any utility local improvement district assessment for the reasonable cost of any sanitary sewer line installed by Owner during the course of connecting the Property to the City Sewer System.

8. This Agreement shall be recorded against the Property at Owner’s expense at the Office of the King County Department of Records and Elections.

9. This Agreement, and the benefits and burdens thereof, shall constitute a charge against the Property, an equitable servitude, and a covenant running with the land, and shall bind the Property, the Owner, his heirs, successors and assigns and all of the future owners thereof.

10. Owner shall execute a Single-Family Residence -- Sanitary Sewer Pump System Agreement, comply with the City of Snoqualmie Single Residence Grinder Pump Stations Specifications dated June 13, 2015, and shall comply with all of the provisions of City of Snoqualmie Ordinance No. 1156 if a grinder pump system is required.

11. Owner shall pay all costs of connection of Owner’s property to the existing sewer stub. Owner also agrees to pay all costs for King County review and permitting of Owner’s construction plans for said connection, and all costs incurred by the City in inspecting Owner’s connection. Owner hereby agrees to indemnify, defend and hold City harmless from and against any claims, liens, causes of action, suits, and/or damages for compensation, property damage, and/or personal injuries arising from construction of Owner’s connection to the City Sewer System and/or use, operation, inspection, repair and maintenance of the side sewer within the

Utility Easement, including without limitation any damage to City-owned facilities within City-owned property known as King County Tax Parcel No. 312408904 regardless of whether such facilities are existing as of the date of this Agreement or are hereafter installed. -

12. Within 30 days following connection of the Property to the City Sewer System, Owner shall decommission the Property's septic system in accordance with all applicable King County requirements if one is present on the property.

13. Owner shall comply with all King County permitting and other requirements association with connection to the City's sewer system.

14. Prior to connection of the Property to the City Sewer System, Owner shall pay to the City the following:

- a. Snoqualmie Hills Sewer Improvement Latecomers Agreement pro rata share, equal to \$4,041.71.
- b. Snoqualmie Wastewater Treatment Facilities Latecomer Agreement pro rata share, equal to \$3,529.00.
- c. City of Snoqualmie general facilities charges and sewer connection charges in effect at the time of connection of the Property to the City Sewer System.
- d. City of Snoqualmie sewer account set-up fees, plus any associated administrative fees.

15. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Owner.

16. Should either party resort to litigation to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred therein, including on appeal, and including without limitation reasonable attorney's fees, expert witness fees.

17. This Agreement contains the full agreement of the parties, and any prior or contemporaneous agreements or representations shall have no force or effect. This Agreement shall be construed according to the law of the State of Washington.

DATED as of the date first above written.

CITY OF SNOQUALMIE,
a Washington municipal corporation

By

Katherine Ross
Its: Mayor

By

Mr. Jake Hatfield
Property Owner

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Katherine Ross, to me known to be the Mayor of the **CITY OF SNOQUALMIE**, the municipal corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2024.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Jake Hatfield, and executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such Individual, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2024.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

Exhibit A
9525 384th Ave SE Property Legal Description

LOT 1 KCSP 876063 AF 7611290648 SD PLAT DAF BEG S 1/4 COR SE SEC TH N 89-50-00
E ALG S SEC LN 821.85 FT TO TPOB TH N 59-10-00 W 339.65 FT TH N 89-50-00 E 7S3.87
FT TH S 04-40-07 W 175.56 FT TH S 89-50-00 W 417.93 FT TO TPOB