

When Recorded Return To:

Silverdale Water District No. 16
5300 NW Newberry Hill Road, Suite 100
Silverdale, WA 98383

SILVERDALE WATER DISTRICT NO. 16
REIMBURSEMENT AGREEMENT
OVERSIZE

Project Name: _____

Construction Agreement No.: _____

The Developer _____,
recently installed a new water main to serve the above referenced project. The water main was installed on or for the following described Kitsap County, Washington, real estate:

Assessor's Tax Parcel ID No.: _____

The installation includes a water main, hydrants, and other materials. The total cost to install the main, hydrants and other materials is \$ _____.

At the request of the Water District, the Developer installed a _____ inch water main, even though only a _____ inch water main would be necessary to serve the development. The extra expense to "oversize" the water main, that is install a _____ Inch main as opposed to a _____ inch water main, comes to \$ _____. The total expense to the developer, less the oversizing is \$ _____.

It is the Water District's policy to reimburse the cost of oversizing through the Water District's own resources, in cash, at the completion of the project.

The balance of the system cost is customarily reimbursed from "front footage charges". The capital facilities installed pass by several parcels of property not currently served by the Water district. If the owners of these properties desire future connection to water District capital facilities, it will be necessary for the owners to pay, among other fees and charges, a "front footage fee" which will be levied by the Water District according to the number of front feet which the property owners have along Silverdale Water District mains. The Commissioners of the Water District shall resolve that the Developer shall receive reimbursement for its costs from the "front footage fees" collected. It is, therefore,

AGREED

1. The expense for "oversizing", that is \$ _____, shall be reimbursed by the Water District to the Developer in cash within 30 days of final acceptance of the system constructed or within 30 days of executing this agreement.

2. The balance of the construction expense is \$ _____. The Developer shall be eligible to receive

reimbursement for up to _____% of the balance of the construction expense, that is an amount not to exceed

\$ _____. This reimbursement shall be from "front footage fees", paid by the present or future owners of the below described properties. The "front footage fees" paid shall be as levied according to the Resolution of the Water District governing connection charges at the time the charge becomes due and owing.

3. 80% of each "front footage fee" collected shall be applied to the sum reimbursable to the Developer.
4. There shall be no interest on the reimbursable sum.
5. The Developer shall be entitled to reimbursement only from "front footage fees" collected within fifteen years of the date of acceptance of the system, which was on _____.
6. The following described properties are subject to this Reimbursement Agreement:

Attach map or legal description:

DATED this _____ day of _____, 20____, at _____, Washington.

Commissioner

Commissioner

Commissioner

Developer