

SUBDIVISION

Guarantee/Certificate Number:

Issued By:



CHICAGO TITLE INSURANCE COMPANY

500164601

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Harmsen, LLC

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

- 1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
- 2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
3002 Colby Ave., Suite 200
Everett, WA 98201

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Lee Kessler
Authorized Officer or Agent



ISSUING OFFICE:
Title Officer: Commercial Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (855)394-4817 Main Phone: (425)259-8205 Email: Everett.CU@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$500.00	\$49.50

Effective Date: November 25, 2025 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

Harold W. Rodland and Roy A. Rodland

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 005173-003-004-00 and 005173-003-005-00

Lots 5, 6 and 7, Block 3, Plat of Monroe according to the Plat thereof recorded in [Volume 2 of Plats, Page 84](#), records of Snohomish County, Washington, together with 16 feet of vacated alley lying adjacent thereto per City of Monroe Ordinance No. 933 recorded under Auditor's File No. [9003130323](#) and [9110080393](#), records of Snohomish County, Washington; and

Lot 4, Block 3, Plat of Monroe according to the Plat thereof recorded in [Volume 2 of Plats, Page 84](#), records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

SCHEDULE B

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.

SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

1. No search has been made as to property taxes and assessments. Property taxes and assessments will be searched upon request.
2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Monroe:

Recording No: [Volume 2 of Plats, Page 84](#)
3. Any irregularities, reservations, easements or other matters in the proceedings occasioning the abandonment or vacation of the street/road shown below:

Name: City of Monroe Ordinance No. 933
Recording Date: March 13, 1990 and October 8, 1991
Recording No.: [9003130323](#) and [9110080393](#)
Affects: Alley
4. Plat of Fox Meadow Reimbursement Agreement and the Terms, Conditions and Provisions Contained Therein:

Recording Date: October 3, 2002
[Recording No.:](#) [200210030173](#)

Said agreement is re-recorded under [Recording No. 201110210242](#).
5. The Company's liability for this report is limited to \$1,000.00. This report is based on the company's property records, and no liability is assumed for items misindexed or not indexed in the public records, or for matters which would be disclosed by an inquiry of the parties in possession or by an accurate survey or inspection of the premises. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of, or opinion as to the sufficiency or effect of the matter shown, or an opinion as to the marketability of title to the subject premises.

END OF SCHEDULE B

1351882

No. 14004629 7/2/2025 8:28 AM 10.00
Thank you for your payment.
EVA

WHEN RECORDED RETURN TO:
Anthony Baxter
14751 N Kelsey St. Ste 105 #109,
Monroe, WA 98272

QUITCLAIM DEED

THE GRANTOR(S) WAYNE A. RODLAND, for and in consideration of: love and affection, conveys and Quitclaims to HAROLD W. & ROY A. RODLAND the following described real estate, situated in the County of Snohomish, State of Washington, together with all after-acquired title of the Grantor(s) therein (legal description):

Monroe Plat of Block 3, Lots 5, 6 and 7, together with the 16 feet of vacated alley adjacent thereto per City of Monroe Ordinance NO. 933 recorded Auditor's File NO 9003130323 and Lot 4, Block 3, Plat of Monroe, according to Plat thereof recorded in Volume 2 of Plats, page 84, records of Snohomish County, Washington

Tax Parcel Number(s): 00517300300400 & 00517300300500

Dated: 4-22-25

Grantor:

Wayne Rodland

Grantee:

Harold W Rodland
K A Rodland

STATE OF Snohomish
COUNTY OF 02-25-29

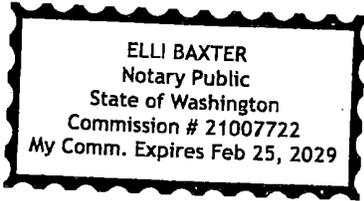
ss.

I certify that I know or have satisfactory evidence that Wayne A. Rodland & Harold W. Rodland ^{w & Roy A. Rodland} (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4-22-25

Elli Baxter

Notary name printed or typed: Elli Baxter
Notary Public in and for the State of WA
Residing at Snohomish
My appointment expires: 02-25-29



1351882

No. 14004629 7/2/2025 8:28 AM 10.00
Thank you for your payment.
EVA

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14751 N Kelsey St. Ste 105 #109,
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Grantor:

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Grantee:

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K A Rodland

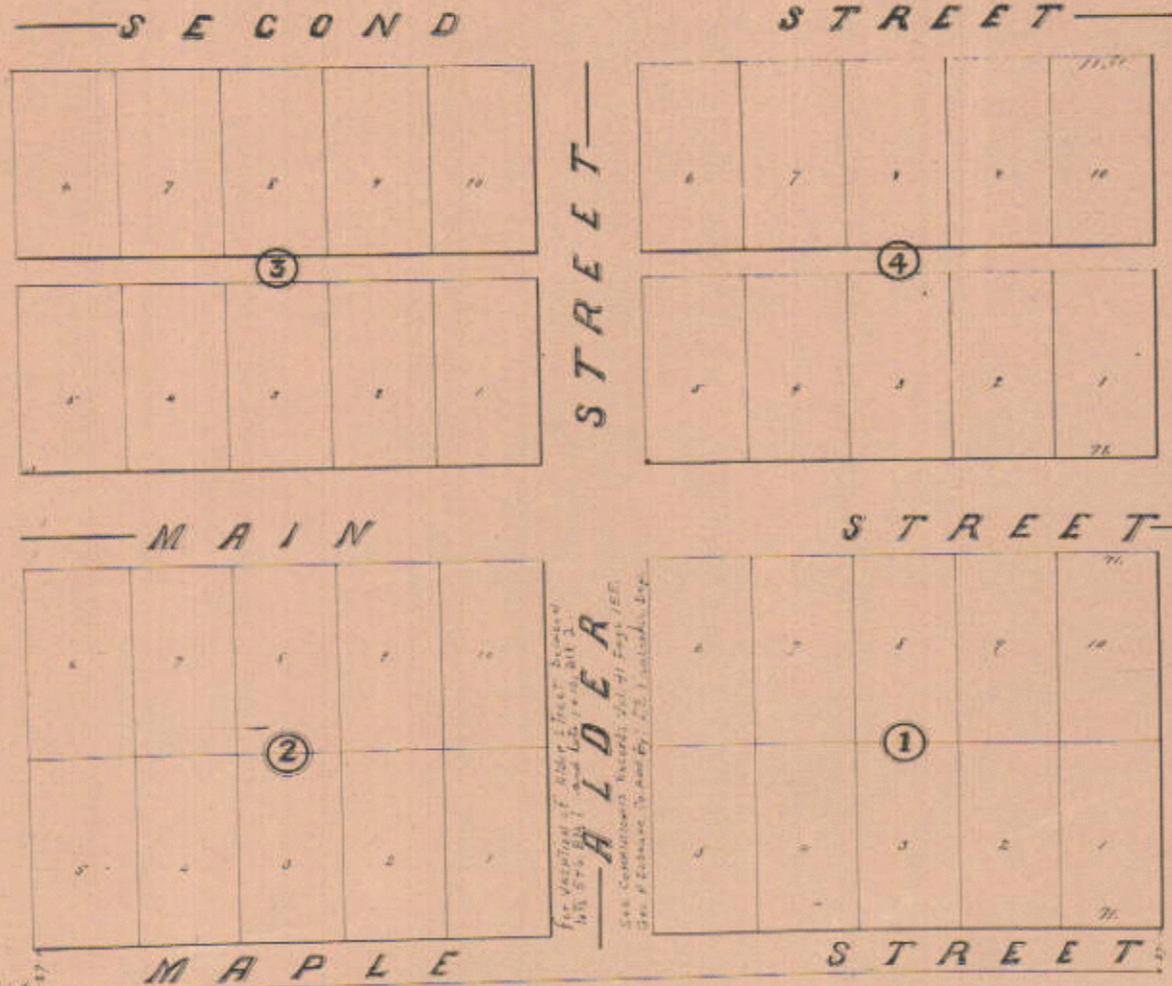
STATE OF Snohomish
COUNTY OF 02-25-29

ss.

I certify that I know or have satisfactory evidence that Wayne A. Rodland & Harold W. Rodland ^{w & Roy A. Rodland} (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.

PLAT OF MONROE

SNOHOMISH CO WASH.



DESCRIPTION.

Monroe is situated in the NE¹/₄ of the SW¹/₄ of Sec 2 Sp 2^d T. 4 N. 6 E. of 10 N. The creek bed is 308 feet north of S.W. cor of NE¹/₄ of SW¹/₄ of said Sec 2. Lots 6 to 120 feet wide as shown. Permits as per note. Alms 16 feet as plotted.

DEDICATION.

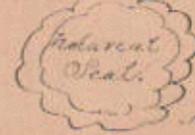
Know all men to these presents that we Henry W. Clark and Martha F. Clark wife of said Henry W. Clark do hereby certify that we do hereby dedicate to the public use forever all the streets as plotted thereon. In witness whereof we have hereunto set our hands and seals this 8th day of Feb. A. D. 1891. Signed and sealed in presence of:

Witnessed, } Henry W. Clark 1891
 } Martha F. Clark his wife

ACKNOWLEDGMENT.

State of Washington }
 County of Snohomish } ss:
 On this 8th day of February A. D. 1891 before me a Notary Public in and for Washington duly commissioned and sworn to, personally came Henry W. Clark and Martha F. Clark his wife the individuals described in the annexed instrument, and they acknowledged to me that they had signed and executed the same as their free and voluntary act and deed, to the use and purposes therein expressed. Witness my hand and official seal this 8th day of Feb. 1891.

J. H. Wallbert, Notary Public in and for Washington



Filed for record at request of H. W. Clark February 8th A. D. 1891 at 12:00 P.M. Geo. Ruff



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

9003130323

700

ORDINANCE NO. 933

AN ORDINANCE VACATING THAT ALLEY LOCATED IN BLOCK 3 AND BLOCK 4 OF PLAT OF MONROE.

WHEREAS, the City Council felt it was in the City of Monroe's best interest to consider the vacation of that alley located in Block 3 and Block 4 of Plat of Monroe, and passed Resolution No. 89/15; and,

WHEREAS, said Council thereafter fixed a time for hearing on said petition which was held on December 13, 1989, at the regular meeting of the Monroe City Council; and it appearing that due and proper notice of said hearing was published, all in accordance with RCW 35.70.030, et seq., and the Council having otherwise duly considered the petition and all arguments for and against the same, and find in its discretion that the best interests of the City of Monroe would be served by vacating said alley;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Washington, that the following described alley:

All the 16 foot alley located in Block 3 and Block 4 of Plat of Monroe as shown in Volume 2, page 84 plats of Snohomish County;

be and the same is hereby vacated; and PROVIDED FURTHER, that said title to said vacated plat shall revert equally to the owners of the adjacent property to the vacated alley.

The City has determined that there will be no compensation required to be paid to the City and no easements have been retained or obtained.

PASSED by the City Council of the City of Monroe at its regular meeting held on 20th day of December, 1989.

CITY OF MONROE, WASHINGTON

1st Reading: 12/13/89
2nd Reading: 12/20/89
3rd Reading: 12/20/89
Published : 12/27/89

Gordon Tjerne
Gordon Tjerne Mayor

ATTEST:

Betty King
Betty King, City Clerk

APPROVED AS TO FORM:

Donald Lyderson
Donald Lyderson, City Attorney

90 MAR 13 PM 12:07
DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY

RECORDED

9003130323

ordvacal
ORD. 933

VOL. 2317 PAGE 1688

Return to: City of Monroe
800 W Main St., Monroe, WA 98212

ORDINANCE NO. 933 8

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Published : 12/27/89

Gordon Tjerne
Gordon Tjerne Mayor

ATTEST:

Betty King
Betty King, City Clerk

APPROVED AS TO FORM:

Ronald Lyderson
Donald Lyderson, City Attorney

David T. Mc...

91-001-3 P1:49

9110080393

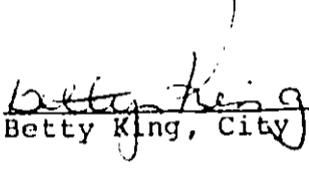
ordvacal
ORD. 933

VOL. 2489 PAGE 1952

COPY

9110080393

I, BETTY KING, City Clerk of the City of Monroe,
Washington, certify that the attached copy of Ordinance
No. 934 is a true and correct copy of the original ordinance
passed on the 20th day of December, 1989, as such ordinance
appears in the Ordinance Book of the City.


Betty King, City Clerk

9110080393

VOL. 2489 PAGE 1953



200210030173

10/03/2002 11:29 AM Snohomish
P.0015 RECORDED County

200210030173

City of Monroe
806 West Main Street
Monroe, WA 98272

33

Reference: PLAT OF FOX MEADOW REIMBURSEMENT AGREEMENT

The following Document Titles or transactions are submitted for Approval and recording.

- | | |
|--|---------|
| 1. Cover Sheet | 2 pages |
| 2. Reimbursement Agreement | 3 pages |
| 3. Exhibit A: Construction Costs for Lift Station & Sewer | 1 page |
| 4. Exhibit B: Bill of Sale for Sanitary Sewer & Lift Station | 2 pages |
| 5. Exhibit C: Map of Fox Meadow Pump Station Service Area | 1 page |
| 6. Exhibit D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station | 5 pages |
| 7. Exhibit E: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Sewer Mains | 1 page |

Grantors:

- Anderson, Rick L & Cindy L
- Groff, Robert & Susan

Grantees:

- Monroe, City of

Legal Description (abbreviated: ie, quarter section, section, township, range

- Southeast 1/4, Section 02, Township 26 North, Range 06 East, WM

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Pump Station:

005173-001-006-00	270602-004-008-00	008106-000-006-00
005173-002-002-00	270602-004-009-00	004574-001-001-00
005173-002-003-00	270602-004-010-00	004574-001-002-00
005173-002-004-00	270602-004-011-00	004574-001-003-00
005173-002-008-00	270602-004-012-00	004574-001-004-01
005173-002-009-00	270602-004-021-00	004574-001-004-02
005173-002-010-00	270602-004-036-00	004574-001-006-00
005173-003-001-00	270602-004-081-00	004574-001-007-00
005173-003-002-00	270602-004-090-00	004574-001-008-00

005173-003-004-00	270602-004-092-00	004574-001-009-00
005173-003-005-00	270602-004-109-00	004574-001-010-00
005173-004-001-00	270602-004-110-00	004574-002-001-00
005173-004-001-01	270602-004-129-01	004574-002-002-00
005173-004-002-00	270602-004-130-00	004574-002-003-00
005173-004-003-00	008106-000-001-00	004574-002-004-00
005173-004-004-00	008106-000-002-00	004574-002-005-00
005173-004-006-00	008106-000-003-00	004574-002-006-00
005173-004-009-00	008106-000-004-00	004574-002-007-00
270602-004-007-00	008106-000-005-00	004574-002-008-00

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Sewer Mains:

008106-000-005-00	008106-000-006-00
-------------------	-------------------

200210030173

2002/____
CITY OF MONROE
REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered into this 10th day of SEPTEMBER 2002, by and between the City of Monroe, a municipal corporation, hereinafter called the "CITY", and Rick L and Cindy L Anderson and Robert and Susan Groff, 618 S Peabody Street, Suite H, Port Angeles WA 98362, their heirs, successors, and assigns, hereinafter called "DEVELOPER;" and,

WHEREAS, the CITY has approved the execution of Reimbursement Agreements for Utility Improvements, and,

WHEREAS, the DEVELOPER has installed sanitary sewer improvements including sanitary sewer mains, sewage lift station and force mains, the costs of which improvements are included in the attached Exhibit A which is made a part of this Agreement; and,

WHEREAS, said developer has conveyed by Bill of Sale the aforementioned improvements to the CITY and the CITY has accepted same; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. The DEVELOPER has constructed at his own cost and expense the improvements as listed above and as in the attached Exhibit A, which is made a part hereof by reference.

Section 2. Attached as Exhibit B hereto is the Bill of Sale granting said utility improvements to the CITY duly executed by said owner and made a part hereof by reference.

Section 3. The real estate that benefits from the said improvements is shown on the map in the attached Exhibit C. The amount of benefit to each property is calculated and shown in Exhibit D and Exhibit E hereto and made part of the agreement by reference.

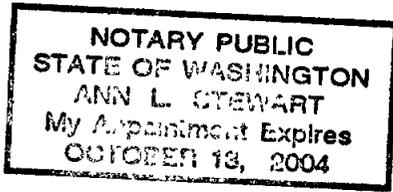
Section 4. For a period of ten years from the date of recording of this agreement with the Snohomish County Auditor's Office, any person, firm, or corporation owning or leasing real estate benefiting from and not contributing to the cost of said improvements as listed above and as in the attached exhibits shall pay a reimbursement fee as calculated and outlined in the attachments hereto and made part of the agreement. These reimbursement fees are shown in the attachments.

Section 5. The parties hereto agree that this agreement is made and entered into in accordance with the Municipal Water and Sewage Facility Act, RCW 35.91.010 et seq., and to Monroe Municipal Code Chapter 13.20, and further agree to be bound by and adhere to the provisions of said acts as exist at the time of the signing of this agreement.

200210030173

On this day personally appeared before me Robert and Susan Groff, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 10th day of SEPTEMBER 2002.



[Signature]
NOTARY PUBLIC in and for the State of Washington,

Ann L Stewart
NOTARY PUBLIC printed name
residing in Port Angeles, WA 98302
My commission expires 10-13-04

CITY OF MONROE

[Signature]
Mayor CC 8-21-02

ATTEST

[Signature]
City Clerk

200210030178

EXHIBIT A:**Construction Costs for Lift Station & Sewer****Fox Meadow pump station**

Engineering			\$	13,317
Manhole with slab			\$	7,203
Fencing enclosure			\$	1,476
Pump station			\$	49,327
Generator & transfer switch			\$	25,044
Electrical			\$	4,490
Forced main	582 l.f.	36 90	\$	21,478
Sub-total			\$	122,334
WSST			\$	10,521
Total for pump station			\$	132,855
Administration Cost	6% of total cost		\$	7,971
Total Value of Pump Station			\$	140,826
Number of ERU's within area served by Pump Station			\$	145
Pro rata share per ERU			\$	971.22
Number of ERU's subject to recovery			\$	113
Maximum recoverable amount			\$	109,747.49

Fox Meadow sewer lines

Engineering			\$	4,971
City of Monroe inspection fees			\$	2,827
8" PVC	1287 l.f.	23 63	\$	30,406
6" PVC	947 l.f.	18.41	\$	17,434
Sand for backfill & street compaction			\$	13,088
Sanitary manholes	4 each	2209.14	\$	8,837
Cleanout	1 each	429.56	\$	430
Sub-total			\$	77,992
WSST			\$	6,089
Total for sewer system			\$	84,081
Administration Cost	6% of total construction cost		\$	4,577
Total Value of Sewer System			\$	88,658
Number of ERU's within area served by Sewer System			\$	36
Pro rata share per ERU			\$	2,462.73
Number of ERU's subject to recovery			\$	4
Maximum recoverable amount			\$	9,850.92

200210030173

EXHIBIT B:

Bill of Sale for Sanitary Sewer & Lift Station

THE UNDERSIGNED OWNERS, Rick L and Cindy L Anderson and Robert and Susan Groff, in consideration of the Agreement herein provide, sell and convey to the City of Monroe the utility improvements herein described:

1. One Gorman Rupp 6 x 6 duplex sewer lift station, including Gorman Rupp self priming, non-clog sewage pumps with 3HP, ODP, 1800 rpm, 230 v, 1-phase motors, motor control panel , generator and automatic transfer switch, installed in a concrete wet well manhole with slab, 6 x 6 fiberglass enclosure, electrical connections; discharge check valves, plug valve, and discharge header; US Filter/consolidated electric submersible level transducer model A1000 with intrinsic safety barrier;
2. 582 lineal feet of 4-inch force main;
3. 1,287 lineal feet of 8-inch PVC sanitary sewer main;
4. 947 lineal feet of 6-inch sanitary side sewer lines;
5. Four sanitary manholes; and
6. Associated appurtenances located within and adjacent to the Plat of Fox Meadows.

OWNERS

Rick L Anderson
Rick L Anderson

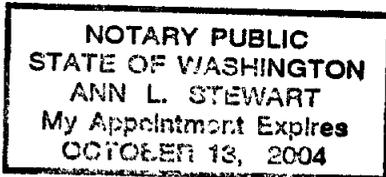
Cindy L Anderson
Cindy L Anderson

Robert Groff
Robert Groff

Susan Groff
Susan Groff

State of Washington)
) ss
County of Snohomish)

On this day personally appeared before me Rick L and Cindy L Anderson, Owner of said utility improvements for the purpose of executing the foregoing instrument. Witness my hand and seal this 10th day of SEPTEMBER, 2002.



Ann L Stewart
NOTARY PUBLIC in and for the State of Washington,

NOTARY PUBLIC printed name: Ann L Stewart
residing in Port Angeles WA 98362
My commission expires 10-13-04

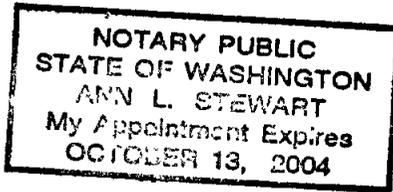
State of Washington)
) ss
County of Snohomish)

200210030173

EXHIBIT B:

Bill of Sale for Sanitary Sewer & Lift Station

On this day personally appeared before me Robert and Susan Groff, Owner of said utility improvements for the purpose of executing the foregoing instrument Witness my hand and seal this 10th day of September, 2002



[Signature]
NOTARY PUBLIC in and for the State of Washington,
Ann L Stewart

NOTARY PUBLIC printed name.
residing in Port Angeles, WA 99362
My commission expires 10-13-04

By accepting and recording this instrument, the City of Monroe accepts and agrees to maintain the foregoing utility improvements as part of the city's wastewater system in the same manner as though they had been constructed by the City.

CITY OF MONROE

[Signature]
Mayor cc 8-21-02

ATTEST

[Signature]
City Clerk

200210030173

EXHIBIT C: Map of Fox Meadow Pump Station Service Area

SEE CITY OF MONROE
FOR SERVICE AREA MAP

200210030178

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT AREA (SF)	% of Total Benefit Area	ERU's	Pro Rata Share
005173-001-006-00	Carmody, Thomas M 17606 Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-003-00	Nardone, Ronald J Trust 17527 163rd St SE Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-004-00	Dyer, John H. & Sharel T 17510 W Main St Monroe Wa 98272	PO	32,234	4 36%	8	\$7,769 73
005173-002-008-00	Martin, Donald D & Pamela W Main Street Monroe Wa 98272	PO	7,395	1 00%	1	\$971 22
005173-002-009-00	Meeds, Russell M 17522 West Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971.22
005173-002-010-00	Robey, R. J. 17528 West Main St Monroe Wa 98272- 1934	PO	10,890	1.47%	2	\$1,942 43
005173-003-001-00	Sulymankhel, Nazir 17525 162nd St SE Monroe, WA 98272- 1933	PO	12,632	1 71%	3	\$2,913.65
005173-003-002-01	Rodland, Roy A West Main St Monroe, WA 98272	PO	10,454	1 42%	2	\$1,942 43
005173-003-004-00	Rodland, Wayne A West Main St Monroe, WA 98272	GC	7,405	1 00%	1	\$971 22
005173-003-005-00	Rodland, Wayne A. 17509 West Main St Monroe, WA 98272	GC	23,522	3 18%	5	\$4,856 08

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EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

005173-004-001-00	Amsberry, Jeffrey G & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-001-01	Amsberry, Jeffrey G. & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-002-00	Prop Mgmt Tax Title	PO	260	0.04%	0	\$0.00
005173-004-003-00	Budden, Sally 17625 West Main St Monroe, WA 98272	PO	7,841	1.06%	1	\$971.22
005173-004-004-00	Blackburn, Ray 17625 West Main St Monroe, WA 98272	PO	15,246	2.06%	2	\$1,942.43
005173-004-006-00	Ottini, Leo N & Shirley A 161st St SE Monroe, WA 98272	UR6000	13,504	1.83%	2	\$1,942.43
005173-004-009-00	Ottini, Leo 161st St SE Monroe, WA 98272	UR6000	13,068	1.77%	2	\$1,942.43
270602-004-007-00	Groeneveld, Henry J 17511 160th St SE Monroe, WA 98272	UR6000	24,394	3.30%	4	\$3,884.87
270602-004-008-00	Kriegel, Kathryn B. 17509 160th St SE Monroe, WA 98272	UR6000	14,810	2.00%	2	\$1,942.43
270602-004-009-00	Thress, Kelli 17529 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-010-00	Hansen, Virginia 17603 160th St SE Monroe, WA 98272	UR6000	6,534	0.88%	1	\$971.22
270602-004-011-00	Gilman, Lester C. 17521 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-012-00	Howell, Wayne 17525 160th St SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-021-00	Firth, Robert J. 15974 159th Dr SE Monroe, WA 98272	UR6000	33,977	4.60%	5	\$4,856.08

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

270602-004-036-00	Rehm, Ruth E 16008 159th Dr SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-081-00	Dyer, John H. & Sharel T 163rd St SE Monroe, WA 98272	PO	47,916	6.49%	12	\$11,654.60
270602-004-090-00	Kennedy, Thomas 17621 160th St SE Monroe, WA 98272	UR6000	20,038	2.71%	3	\$2,913.65
270602-004-092-00	Gohl, Steve W & Debbie 17527 160th St SE Monroe, WA 98272	UR6000	11,761	1.59%	1	\$971.22
270602-004-109-00	Ryder, Patrick A. & Eva A 17433 160th St SE Monroe, WA 98272.	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-110-00	Shaw, Harry W 17513 160th St SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-129-01	Firth, Robert J 16036 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
270602-004-130-00	Firth, Robert J 16052 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
008106-000-001-00	Firth, Robert J 15900 175th Dr SE Monroe, WA 98272	UR6000	19,602	2.65%	3	\$2,913.65
008106-000-002-00	Jurin, John 15916 175th Dr SE Monroe, WA 98272	UR6000	13,939	1.89%	2	\$1,942.43
008106-000-003-00	Firth, Robert J 15922 175th Dr SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
008106-000-004-00	Firth, Robert J 15944 175th Dr SE Monroe, WA 98272	UR6000	18,295	2.48%	3	\$2,913.65
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43
008106-000-006-00	Firth, Robert J 15974 174th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43

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EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

004574-001-001-00	Harris, Mark 17521 161st St SE Monroe, WA 98272	UR6000	8,806	1 19%	1	\$971.22
004574-001-002-00	Ide, Courtney 16021 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-003-00	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-004-01	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	4,240	0 57%	1	\$971.22
004574-001-004-02	Nichols, Craig 17524 160th St SE Monroe, WA 98272	UR6000	13,115	1.78%	2	\$1,942.43
004574-001-006-00	Williams, Joseph W 16004 175th Ave SE Monroe, WA 98272	UR6000	8,875	1 20%	1	\$971.22
004574-001-007-00	Sorenson, R E 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-008-00	Federico, Tony E. 16016 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-009-00	Braa, Harold W 16022 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-010-00	Olmstead, Lyle & Ruby 16028 161st St SE Monroe, WA 98272	UR6000	8,811	1 19%	1	\$971.22
004574-002-001-00	Fischer, Nadine R 17631 161st St SE Monroe, WA 98272	UR6000	10,454	1 42%	1	\$971.22
004574-002-002-00	Liddiatt, Erik D 17625 161st St SE Monroe, WA 98272	UR6000	10,090	1 37%	1	\$971.22
004574-002-003-00	Sunde, Thad A 17615 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971.22
004574-002-004-00	Maki, Blaine C 17609 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971.22

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EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

004574-002-005-00	Piercy, John & Kristy 17603 161st St SE Monroe, WA 98272	UR6000	10,092	1.37%	1	\$971.22
004574-002-006-00	Dale, Michael E & Doris L. 17604 160th St SE Monroe, WA 98272	UR6000	10,092	1.37%	1	\$971.22
004574-002-007-00	Albright, Michael G. 17610 160th St SE Monroe, WA 98272	UR6000	10,091	1.37%	1	\$971.22
004574-002-008-00	Moir, David B 17616 160th St SE Monroe, WA 98272	UR6000	10,091	1.37%	1	\$971.22
MAXIMUM RECOVERY AMOUNT			738,656	100.00%	113	\$109,747.49

EXHIBIT E: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Sewer Mains

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT SIZE (ACRES)	LOT AREA (SF)	% of Total Benefit Area	ERU' s	Pro Rata Share
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
008106-000-006-00	Firth, Robert J. 15974 174th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
MAXIMUM RECOVERY AMOUNT			0.72	31,364	100.00%	4	\$9,850.92

200210030173



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10/03/2002 11:29 AM Snohomish
P.0015 RECORDED County

200210030173

City of Monroe
806 West Main Street
Monroe, WA 98272

33

Reference: PLAT OF FOX MEADOW REIMBURSEMENT AGREEMENT

The following Document Titles or transactions are submitted for Approval and recording.

- | | |
|--|---------|
| 1. Cover Sheet | 2 pages |
| 2. Reimbursement Agreement | 3 pages |
| 3. Exhibit A: Construction Costs for Lift Station & Sewer | 1 page |
| 4. Exhibit B: Bill of Sale for Sanitary Sewer & Lift Station | 2 pages |
| 5. Exhibit C: Map of Fox Meadow Pump Station Service Area | 1 page |
| 6. Exhibit D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station | 5 pages |
| 7. Exhibit E: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Sewer Mains | 1 page |

Grantors:

- Anderson, Rick L & Cindy L
- Groff, Robert & Susan

Grantees:

- Monroe, City of

Legal Description (abbreviated: ie, quarter section, section, township, range)

- Southeast 1/4, Section 02, Township 26 North, Range 06 East, WM

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Pump Station:

005173-001-006-00	270602-004-008-00	008106-000-006-00
005173-002-002-00	270602-004-009-00	004574-001-001-00
005173-002-003-00	270602-004-010-00	004574-001-002-00
005173-002-004-00	270602-004-011-00	004574-001-003-00
005173-002-008-00	270602-004-012-00	004574-001-004-01
005173-002-009-00	270602-004-021-00	004574-001-004-02
005173-002-010-00	270602-004-036-00	004574-001-006-00
005173-003-001-00	270602-004-081-00	004574-001-007-00
005173-003-002-00	270602-004-090-00	004574-001-008-00

005173-003-004-00	270602-004-092-00	004574-001-009-00
005173-003-005-00	270602-004-109-00	004574-001-010-00
005173-004-001-00	270602-004-110-00	004574-002-001-00
005173-004-001-01	270602-004-129-01	004574-002-002-00
005173-004-002-00	270602-004-130-00	004574-002-003-00
005173-004-003-00	008106-000-001-00	004574-002-004-00
005173-004-004-00	008106-000-002-00	004574-002-005-00
005173-004-006-00	008106-000-003-00	004574-002-006-00
005173-004-009-00	008106-000-004-00	004574-002-007-00
270602-004-007-00	008106-000-005-00	004574-002-008-00

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Sewer Mains:

008106-000-005-00	008106-000-006-00
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200210030173

2002/____
CITY OF MONROE
REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered into this 10th day of SEPTEMBER 2002, by and between the City of Monroe, a municipal corporation, hereinafter called the "CITY", and Rick L and Cindy L Anderson and Robert and Susan Groff, 618 S Peabody Street, Suite H, Port Angeles WA 98362, their heirs, successors, and assigns, hereinafter called "DEVELOPER;" and,

WHEREAS, the CITY has approved the execution of Reimbursement Agreements for Utility Improvements, and,

WHEREAS, the DEVELOPER has installed sanitary sewer improvements including sanitary sewer mains, sewage lift station and force mains, the costs of which improvements are included in the attached Exhibit A which is made a part of this Agreement; and,

WHEREAS, said developer has conveyed by Bill of Sale the aforementioned improvements to the CITY and the CITY has accepted same; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. The DEVELOPER has constructed at his own cost and expense the improvements as listed above and as in the attached Exhibit A, which is made a part hereof by reference.

Section 2. Attached as Exhibit B hereto is the Bill of Sale granting said utility improvements to the CITY duly executed by said owner and made a part hereof by reference.

Section 3. The real estate that benefits from the said improvements is shown on the map in the attached Exhibit C. The amount of benefit to each property is calculated and shown in Exhibit D and Exhibit E hereto and made part of the agreement by reference.

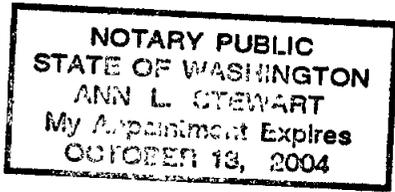
Section 4. For a period of ten years from the date of recording of this agreement with the Snohomish County Auditor's Office, any person, firm, or corporation owning or leasing real estate benefiting from and not contributing to the cost of said improvements as listed above and as in the attached exhibits shall pay a reimbursement fee as calculated and outlined in the attachments hereto and made part of the agreement. These reimbursement fees are shown in the attachments.

Section 5. The parties hereto agree that this agreement is made and entered into in accordance with the Municipal Water and Sewage Facility Act, RCW 35.91.010 et seq., and to Monroe Municipal Code Chapter 13.20, and further agree to be bound by and adhere to the provisions of said acts as exist at the time of the signing of this agreement.

200210030173

On this day personally appeared before me Robert and Susan Groff, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 10th day of SEPTEMBER 2002.



[Signature]
NOTARY PUBLIC in and for the State of Washington,

Ann L Stewart
NOTARY PUBLIC printed name
residing in Port Angeles, WA 98302
My commission expires 10-13-04

CITY OF MONROE

[Signature]
Mayor CC 8-21-02

ATTEST

[Signature]
City Clerk

EXHIBIT A:**Construction Costs for Lift Station & Sewer****Fox Meadow pump station**

Engineering			\$	13,317
Manhole with slab			\$	7,203
Fencing enclosure			\$	1,476
Pump station			\$	49,327
Generator & transfer switch			\$	25,044
Electrical			\$	4,490
Forced main	582 l.f.	36 90	\$	21,478
Sub-total			\$	122,334
WSST			\$	10,521
Total for pump station			\$	132,855
Administration Cost	6% of total cost		\$	7,971
Total Value of Pump Station			\$	140,826
Number of ERU's within area served by Pump Station			\$	145
Pro rata share per ERU			\$	971.22
Number of ERU's subject to recovery			\$	113
Maximum recoverable amount			\$	109,747.49

Fox Meadow sewer lines

Engineering			\$	4,971
City of Monroe inspection fees			\$	2,827
8" PVC	1287 l.f.	23 63	\$	30,406
6" PVC	947 l.f.	18.41	\$	17,434
Sand for backfill & street compaction			\$	13,088
Sanitary manholes	4 each	2209.14	\$	8,837
Cleanout	1 each	429.56	\$	430
Sub-total			\$	77,992
WSST			\$	6,089
Total for sewer system			\$	84,081
Administration Cost	6% of total construction cost		\$	4,577
Total Value of Sewer System			\$	88,658
Number of ERU's within area served by Sewer System			\$	36
Pro rata share per ERU			\$	2,462.73
Number of ERU's subject to recovery			\$	4
Maximum recoverable amount			\$	9,850.92

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EXHIBIT B:

Bill of Sale for Sanitary Sewer & Lift Station

THE UNDERSIGNED OWNERS, Rick L and Cindy L Anderson and Robert and Susan Groff, in consideration of the Agreement herein provide, sell and convey to the City of Monroe the utility improvements herein described:

1. One Gorman Rupp 6 x 6 duplex sewer lift station, including Gorman Rupp self priming, non-clog sewage pumps with 3HP, ODP, 1800 rpm, 230 v, 1-phase motors, motor control panel , generator and automatic transfer switch, installed in a concrete wet well manhole with slab, 6 x 6 fiberglass enclosure, electrical connections; discharge check valves, plug valve, and discharge header; US Filter/consolidated electric submersible level transducer model A1000 with intrinsic safety barrier;
2. 582 lineal feet of 4-inch force main;
3. 1,287 lineal feet of 8-inch PVC sanitary sewer main;
4. 947 lineal feet of 6-inch sanitary side sewer lines;
5. Four sanitary manholes; and
6. Associated appurtenances located within and adjacent to the Plat of Fox Meadows.

OWNERS

Rick L Anderson
Rick L Anderson

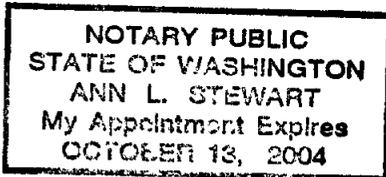
Cindy L Anderson
Cindy L Anderson

Robert Groff
Robert Groff

Susan Groff
Susan Groff

State of Washington)
) ss
County of Snohomish)

On this day personally appeared before me Rick L and Cindy L Anderson, Owner of said utility improvements for the purpose of executing the foregoing instrument. Witness my hand and seal this 10th day of SEPTEMBER, 2002.



Ann L Stewart
NOTARY PUBLIC in and for the State of Washington,

NOTARY PUBLIC printed name: Ann L Stewart
residing in Port Angeles WA 98362
My commission expires 10-13-04

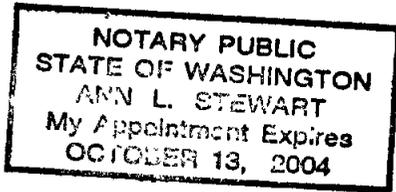
State of Washington)
) ss
County of Snohomish)

200210030173

EXHIBIT B:

Bill of Sale for Sanitary Sewer & Lift Station

On this day personally appeared before me Robert and Susan Groff, Owner of said utility improvements for the purpose of executing the foregoing instrument Witness my hand and seal this 10th day of September, 2002



[Signature]
NOTARY PUBLIC in and for the State of Washington,
Ann L Stewart

NOTARY PUBLIC printed name,
residing in Port Angeles, WA 99362
My commission expires 10-13-04

By accepting and recording this instrument, the City of Monroe accepts and agrees to maintain the foregoing utility improvements as part of the city's wastewater system in the same manner as though they had been constructed by the City.

CITY OF MONROE

[Signature]
Mayor cc 8-21-02

ATTEST

[Signature]
City Clerk

200210030173

EXHIBIT C: Map of Fox Meadow Pump Station Service Area

**SEE CITY OF MONROE
FOR SERVICE AREA MAP**

200210030178

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

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005173-002-003-00	Nardone, Ronald J Trust 17527 163rd St SE Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-004-00	Dyer, John H. & Sharel T 17510 W Main St Monroe Wa 98272	PO	32,234	4 36%	8	\$7,769 73
005173-002-008-00	Martin, Donald D & Pamela W Main Street Monroe Wa 98272	PO	7,395	1 00%	1	\$971 22
005173-002-009-00	Meeds, Russell M 17522 West Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971.22
005173-002-010-00	Robey, R. J. 17528 West Main St Monroe Wa 98272- 1934	PO	10,890	1.47%	2	\$1,942 43
005173-003-001-00	Sulymankhel, Nazir 17525 162nd St SE Monroe, WA 98272- 1933	PO	12,632	1 71%	3	\$2,913.65
005173-003-002-01	Rodland, Roy A West Main St Monroe, WA 98272	PO	10,454	1 42%	2	\$1,942 43
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EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

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005173-004-001-01	Amsberry, Jeffrey G. & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
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270602-004-007-00	Groeneveld, Henry J 17511 160th St SE Monroe, WA 98272	UR6000	24,394	3.30%	4	\$3,884.87
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270602-004-011-00	Gilman, Lester C. 17521 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
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270602-004-081-00	Dyer, John H. & Sharel T 163rd St SE Monroe, WA 98272	PO	47,916	6.49%	12	\$11,654.60
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270602-004-109-00	Ryder, Patrick A. & Eva A 17433 160th St SE Monroe, WA 98272.	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-110-00	Shaw, Harry W 17513 160th St SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-129-01	Firth, Robert J 16036 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
270602-004-130-00	Firth, Robert J 16052 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
008106-000-001-00	Firth, Robert J 15900 175th Dr SE Monroe, WA 98272	UR6000	19,602	2.65%	3	\$2,913.65
008106-000-002-00	Jurin, John 15916 175th Dr SE Monroe, WA 98272	UR6000	13,939	1.89%	2	\$1,942.43
008106-000-003-00	Firth, Robert J 15922 175th Dr SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
008106-000-004-00	Firth, Robert J 15944 175th Dr SE Monroe, WA 98272	UR6000	18,295	2.48%	3	\$2,913.65
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43
008106-000-006-00	Firth, Robert J 15974 174th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43

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EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

004574-001-001-00	Harris, Mark 17521 161st St SE Monroe, WA 98272	UR6000	8,806	1 19%	1	\$971.22
004574-001-002-00	Ide, Courtney 16021 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-003-00	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-004-01	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	4,240	0 57%	1	\$971.22
004574-001-004-02	Nichols, Craig 17524 160th St SE Monroe, WA 98272	UR6000	13,115	1.78%	2	\$1,942.43
004574-001-006-00	Williams, Joseph W 16004 175th Ave SE Monroe, WA 98272	UR6000	8,875	1 20%	1	\$971.22
004574-001-007-00	Sorenson, R E 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-008-00	Federico, Tony E. 16016 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-009-00	Braa, Harold W 16022 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971.22
004574-001-010-00	Olmstead, Lyle & Ruby 16028 161st St SE Monroe, WA 98272	UR6000	8,811	1 19%	1	\$971.22
004574-002-001-00	Fischer, Nadine R 17631 161st St SE Monroe, WA 98272	UR6000	10,454	1 42%	1	\$971.22
004574-002-002-00	Liddiatt, Erik D 17625 161st St SE Monroe, WA 98272	UR6000	10,090	1 37%	1	\$971.22
004574-002-003-00	Sunde, Thad A 17615 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971.22
004574-002-004-00	Maki, Blaine C 17609 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971.22

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EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

004574-002-005-00	Piercy, John & Kristy 17603 161st St SE Monroe, WA 98272	UR6000	10,092	1.37%	1	\$971.22
004574-002-006-00	Dale, Michael E & Doris L. 17604 160th St SE Monroe, WA 98272	UR6000	10,092	1.37%	1	\$971.22
004574-002-007-00	Albright, Michael G. 17610 160th St SE Monroe, WA 98272	UR6000	10,091	1.37%	1	\$971.22
004574-002-008-00	Moir, David B 17616 160th St SE Monroe, WA 98272	UR6000	10,091	1.37%	1	\$971.22
MAXIMUM RECOVERY AMOUNT			738,656	100.00%	113	\$109,747.49

EXHIBIT E: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Sewer Mains

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT SIZE (ACRES)	LOT AREA (SF)	% of Total Benefit Area	ERU' s	Pro Rata Share
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
008106-000-006-00	Firth, Robert J. 15974 174th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
MAXIMUM RECOVERY AMOUNT			0.72	31,364	100.00%	4	\$9,850.92

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10/03/2002 11:29 AM Snohomish
P.0015 RECORDED County

200210030173

City of Monroe
806 West Main Street
Monroe, WA 98272

33

Reference: PLAT OF FOX MEADOW REIMBURSEMENT AGREEMENT

The following Document Titles or transactions are submitted for Approval and recording.

- | | |
|--|---------|
| 1. Cover Sheet | 2 pages |
| 2. Reimbursement Agreement | 3 pages |
| 3. Exhibit A: Construction Costs for Lift Station & Sewer | 1 page |
| 4. Exhibit B: Bill of Sale for Sanitary Sewer & Lift Station | 2 pages |
| 5. Exhibit C: Map of Fox Meadow Pump Station Service Area | 1 page |
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Grantors:

- Anderson, Rick L & Cindy L
- Groff, Robert & Susan

Grantees:

- Monroe, City of

Legal Description (abbreviated: ie, quarter section, section, township, range

- Southeast 1/4, Section 02, Township 26 North, Range 06 East, WM

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Pump Station:

005173-001-006-00	270602-004-008-00	008106-000-006-00
005173-002-002-00	270602-004-009-00	004574-001-001-00
005173-002-003-00	270602-004-010-00	004574-001-002-00
005173-002-004-00	270602-004-011-00	004574-001-003-00
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005173-002-010-00	270602-004-036-00	004574-001-006-00
005173-003-001-00	270602-004-081-00	004574-001-007-00
005173-003-002-00	270602-004-090-00	004574-001-008-00

005173-003-004-00	270602-004-092-00	004574-001-009-00
005173-003-005-00	270602-004-109-00	004574-001-010-00
005173-004-001-00	270602-004-110-00	004574-002-001-00
005173-004-001-01	270602-004-129-01	004574-002-002-00
005173-004-002-00	270602-004-130-00	004574-002-003-00
005173-004-003-00	008106-000-001-00	004574-002-004-00
005173-004-004-00	008106-000-002-00	004574-002-005-00
005173-004-006-00	008106-000-003-00	004574-002-006-00
005173-004-009-00	008106-000-004-00	004574-002-007-00
270602-004-007-00	008106-000-005-00	004574-002-008-00

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Sewer Mains:

008106-000-005-00	008106-000-006-00
-------------------	-------------------

200210030173

2002/ _____
CITY OF MONROE
REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered into this 10th day of SEPTEMBER 2002, by and between the City of Monroe, a municipal corporation, hereinafter called the "CITY", and Rick L and Cindy L Anderson and Robert and Susan Groff, 618 S Peabody Street, Suite H, Port Angeles WA 98362, their heirs, successors, and assigns, hereinafter called "DEVELOPER;" and,

WHEREAS, the CITY has approved the execution of Reimbursement Agreements for Utility Improvements, and,

WHEREAS, the DEVELOPER has installed sanitary sewer improvements including sanitary sewer mains, sewage lift station and force mains, the costs of which improvements are included in the attached Exhibit A which is made a part of this Agreement; and,

WHEREAS, said developer has conveyed by Bill of Sale the aforementioned improvements to the CITY and the CITY has accepted same; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. The DEVELOPER has constructed at his own cost and expense the improvements as listed above and as in the attached Exhibit A, which is made a part hereof by reference.

Section 2. Attached as Exhibit B hereto is the Bill of Sale granting said utility improvements to the CITY duly executed by said owner and made a part hereof by reference.

Section 3. The real estate that benefits from the said improvements is shown on the map in the attached Exhibit C. The amount of benefit to each property is calculated and shown in Exhibit D and Exhibit E hereto and made part of the agreement by reference.

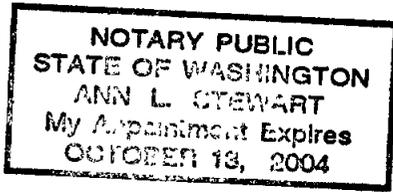
Section 4. For a period of ten years from the date of recording of this agreement with the Snohomish County Auditor's Office, any person, firm, or corporation owning or leasing real estate benefiting from and not contributing to the cost of said improvements as listed above and as in the attached exhibits shall pay a reimbursement fee as calculated and outlined in the attachments hereto and made part of the agreement. These reimbursement fees are shown in the attachments.

Section 5. The parties hereto agree that this agreement is made and entered into in accordance with the Municipal Water and Sewage Facility Act, RCW 35.91.010 et seq., and to Monroe Municipal Code Chapter 13.20, and further agree to be bound by and adhere to the provisions of said acts as exist at the time of the signing of this agreement.

200210030173

On this day personally appeared before me Robert and Susan Groff, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 10th day of SEPTEMBER 2002.



[Signature]
NOTARY PUBLIC in and for the State of Washington,

Ann L Stewart
NOTARY PUBLIC printed name
residing in Port Angeles, WA 98302
My commission expires 10-13-04

CITY OF MONROE

[Signature]
Mayor CC 8-21-02

ATTEST

[Signature]
City Clerk

EXHIBIT A:**Construction Costs for Lift Station & Sewer****Fox Meadow pump station**

Engineering			\$	13,317
Manhole with slab			\$	7,203
Fencing enclosure			\$	1,476
Pump station			\$	49,327
Generator & transfer switch			\$	25,044
Electrical			\$	4,490
Forced main	582 l.f.	36 90	\$	21,478
Sub-total			\$	122,334
WSST			\$	10,521
Total for pump station			\$	132,855
Administration Cost	6% of total cost		\$	7,971
Total Value of Pump Station			\$	140,826
Number of ERU's within area served by Pump Station			\$	145
Pro rata share per ERU			\$	971.22
Number of ERU's subject to recovery			\$	113
Maximum recoverable amount			\$	109,747.49

Fox Meadow sewer lines

Engineering			\$	4,971
City of Monroe inspection fees			\$	2,827
8" PVC	1287 l.f.	23 63	\$	30,406
6" PVC	947 l.f.	18.41	\$	17,434
Sand for backfill & street compaction			\$	13,088
Sanitary manholes	4 each	2209.14	\$	8,837
Cleanout	1 each	429.56	\$	430
Sub-total			\$	77,992
WSST			\$	6,089
Total for sewer system			\$	84,081
Administration Cost	6% of total construction cost		\$	4,577
Total Value of Sewer System			\$	88,658
Number of ERU's within area served by Sewer System			\$	36
Pro rata share per ERU			\$	2,462.73
Number of ERU's subject to recovery			\$	4
Maximum recoverable amount			\$	9,850.92

200210030173

EXHIBIT B:

Bill of Sale for Sanitary Sewer & Lift Station

THE UNDERSIGNED OWNERS, Rick L and Cindy L Anderson and Robert and Susan Groff, in consideration of the Agreement herein provide, sell and convey to the City of Monroe the utility improvements herein described:

1. One Gorman Rupp 6 x 6 duplex sewer lift station, including Gorman Rupp self priming, non-clog sewage pumps with 3HP, ODP, 1800 rpm, 230 v, 1-phase motors, motor control panel , generator and automatic transfer switch, installed in a concrete wet well manhole with slab, 6 x 6 fiberglass enclosure, electrical connections; discharge check valves, plug valve, and discharge header; US Filter/consolidated electric submersible level transducer model A1000 with intrinsic safety barrier;
2. 582 lineal feet of 4-inch force main;
3. 1,287 lineal feet of 8-inch PVC sanitary sewer main;
4. 947 lineal feet of 6-inch sanitary side sewer lines;
5. Four sanitary manholes; and
6. Associated appurtenances located within and adjacent to the Plat of Fox Meadows.

OWNERS

Rick L. Anderson
Rick L Anderson

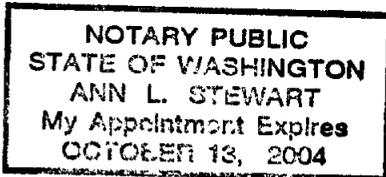
Cindy L. Anderson
Cindy L Anderson

Robert Groff
Robert Groff

Susan Groff
Susan Groff

State of Washington)
) ss
County of Snohomish)

On this day personally appeared before me Rick L and Cindy L Anderson, Owner of said utility improvements for the purpose of executing the foregoing instrument. Witness my hand and seal this 10th day of SEPTEMBER, 2002.



Ann L. Stewart
NOTARY PUBLIC in and for the State of Washington,

NOTARY PUBLIC printed name: Ann L. Stewart
residing in Port Angeles WA 98362
My commission expires 10-13-04

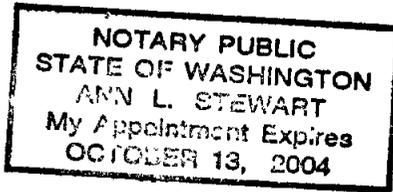
State of Washington)
) ss
County of Snohomish)

200210030173

EXHIBIT B:

Bill of Sale for Sanitary Sewer & Lift Station

On this day personally appeared before me Robert and Susan Groff, Owner of said utility improvements for the purpose of executing the foregoing instrument Witness my hand and seal this 10th day of September, 2002



[Signature]
NOTARY PUBLIC in and for the State of Washington,
Ann L Stewart

NOTARY PUBLIC printed name,
residing in Port Angeles, WA 98362
My commission expires 10-13-04

By accepting and recording this instrument, the City of Monroe accepts and agrees to maintain the foregoing utility improvements as part of the city's wastewater system in the same manner as though they had been constructed by the City.

CITY OF MONROE

[Signature]
Mayor cc 8-21-02

ATTEST

[Signature]
City Clerk

200210030173

EXHIBIT C: Map of Fox Meadow Pump Station Service Area

**SEE CITY OF MONROE
FOR SERVICE AREA MAP**

200210030178

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT AREA (SF)	% of Total Benefit Area	ERU's	Pro Rata Share
005173-001-006-00	Carmody, Thomas M 17606 Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-003-00	Nardone, Ronald J Trust 17527 163rd St SE Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-004-00	Dyer, John H. & Sharel T 17510 W Main St Monroe Wa 98272	PO	32,234	4 36%	8	\$7,769 73
005173-002-008-00	Martin, Donald D & Pamela W Main Street Monroe Wa 98272	PO	7,395	1 00%	1	\$971 22
005173-002-009-00	Meeds, Russell M 17522 West Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971.22
005173-002-010-00	Robey, R. J. 17528 West Main St Monroe Wa 98272- 1934	PO	10,890	1.47%	2	\$1,942 43
005173-003-001-00	Sulymankhel, Nazir 17525 162nd St SE Monroe, WA 98272- 1933	PO	12,632	1 71%	3	\$2,913.65
005173-003-002-01	Rodland, Roy A West Main St Monroe, WA 98272	PO	10,454	1 42%	2	\$1,942 43
005173-003-004-00	Rodland, Wayne A West Main St Monroe, WA 98272	GC	7,405	1 00%	1	\$971 22
005173-003-005-00	Rodland, Wayne A. 17509 West Main St Monroe, WA 98272	GC	23,522	3 18%	5	\$4,856 08

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EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

005173-004-001-00	Amsberry, Jeffrey G & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-001-01	Amsberry, Jeffrey G. & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-002-00	Prop Mgmt Tax Title	PO	260	0.04%	0	\$0.00
005173-004-003-00	Budden, Sally 17625 West Main St Monroe, WA 98272	PO	7,841	1.06%	1	\$971.22
005173-004-004-00	Blackburn, Ray 17625 West Main St Monroe, WA 98272	PO	15,246	2.06%	2	\$1,942.43
005173-004-006-00	Ottini, Leo N & Shirley A 161st St SE Monroe, WA 98272	UR6000	13,504	1.83%	2	\$1,942.43
005173-004-009-00	Ottini, Leo 161st St SE Monroe, WA 98272	UR6000	13,068	1.77%	2	\$1,942.43
270602-004-007-00	Groeneveld, Henry J 17511 160th St SE Monroe, WA 98272	UR6000	24,394	3.30%	4	\$3,884.87
270602-004-008-00	Kriegel, Kathryn B. 17509 160th St SE Monroe, WA 98272	UR6000	14,810	2.00%	2	\$1,942.43
270602-004-009-00	Thress, Kelli 17529 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-010-00	Hansen, Virginia 17603 160th St SE Monroe, WA 98272	UR6000	6,534	0.88%	1	\$971.22
270602-004-011-00	Gilman, Lester C. 17521 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-012-00	Howell, Wayne 17525 160th St SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-021-00	Firth, Robert J. 15974 159th Dr SE Monroe, WA 98272	UR6000	33,977	4.60%	5	\$4,856.08

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

270602-004-036-00	Rehm, Ruth E 16008 159th Dr SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-081-00	Dyer, John H. & Sharel T 163rd St SE Monroe, WA 98272	PO	47,916	6.49%	12	\$11,654.60
270602-004-090-00	Kennedy, Thomas 17621 160th St SE Monroe, WA 98272	UR6000	20,038	2.71%	3	\$2,913.65
270602-004-092-00	Gohl, Steve W & Debbie 17527 160th St SE Monroe, WA 98272	UR6000	11,761	1.59%	1	\$971.22
270602-004-109-00	Ryder, Patrick A. & Eva A 17433 160th St SE Monroe, WA 98272.	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-110-00	Shaw, Harry W 17513 160th St SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-129-01	Firth, Robert J 16036 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
270602-004-130-00	Firth, Robert J 16052 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
008106-000-001-00	Firth, Robert J 15900 175th Dr SE Monroe, WA 98272	UR6000	19,602	2.65%	3	\$2,913.65
008106-000-002-00	Jurin, John 15916 175th Dr SE Monroe, WA 98272	UR6000	13,939	1.89%	2	\$1,942.43
008106-000-003-00	Firth, Robert J 15922 175th Dr SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
008106-000-004-00	Firth, Robert J 15944 175th Dr SE Monroe, WA 98272	UR6000	18,295	2.48%	3	\$2,913.65
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43
008106-000-006-00	Firth, Robert J 15974 174th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43

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EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

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004574-002-003-00	Sunde, Thad A 17615 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971.22
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MAXIMUM RECOVERY AMOUNT			0.72	31,364	100.00%	4	\$9,850.92

200210030173



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 10/21/2011 9:57am \$80.00
 SNOHOMISH COUNTY, WASHINGTON

200210030173 200210030173
 10/03/2002 11:29 AM Snohomish
 P.0015 RECORDED County

200210030173

City of Monroe
 806 West Main Street
 Monroe, WA 98272

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Grantors:

- 1 Anderson, Rick L & Cindy L
- 2 Groff, Robert & Susan

Re-record to reflect extension of reimbursement Agmt from 2012 to new 2022 date

Grantees:

- 1 Monroe, City of

Legal Description (abbreviated: ie, quarter section, section, township, range)

1. Southeast ¼, Section 02, Township 26 North, Range 06 East, WM

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005173-002-008-00	270602-004-012-00	004574-001-004-01
005173-002-009-00	270602-004-021-00	004574-001-004-02
005173-002-010-00	270602-004-036-00	004574-001-006-00
005173-003-001-00	270602-004-081-00	004574-001-007-00
005173-003-002-00	270602-004-090-00	004574-001-008-00

005173-003-004-00	270602-004-092-00	004574-001-009-00
005173-003-005-00	270602-004-109-00	004574-001-010-00
005173-004-001-00	270602-004-110-00	004574-002-001-00
005173-004-001-01	270602-004-129-01	004574-002-002-00
005173-004-002-00	270602-004-130-00	004574-002-003-00
005173-004-003-00	008106-000-001-00	004574-002-004-00
005173-004-004-00	008106-000-002-00	004574-002-005-00
005173-004-006-00	008106-000-003-00	004574-002-006-00
005173-004-009-00	008106-000-004-00	004574-002-007-00
270602-004-007-00	008106-000-005-00	004574-002-008-00

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Sewer Mains:

008106-000-005-00	008106-000-006-00
-------------------	-------------------

200210030173

**REIMBURSEMENT AGREEMENT FOR STREET
AND/OR UTILITY IMPROVEMENTS**

THIS AGREEMENT is made and entered into between the City of Monroe, hereinafter "the City", and Rick L. and Cindy L. Anderson and Robert and Susan Groff, hereinafter "Owners".

WHEREAS, the City of Monroe is a Washington Municipal Corporation, and as such has the power, pursuant to RCW Chapters 35 72 and 35 91 and Monroe Municipal Code Chapter 13.20, to contract with Owners of real estate for the construction of street and utility improvements and to provide for partial reimbursement of the costs of such construction, and

WHEREAS, the Owners are developing said real estate and are constructing or have constructed street and/or utility improvements to serve that real estate and the public, and

WHEREAS, said facilities will benefit other properties and relieve the developers of those properties from the burden of construction of similar facilities, and Owners should therefore receive reimbursement from the owners of such other properties of a fair share portion of cost of construction of the facilities, and

WHEREAS, the requirements of Monroe Municipal Code Chapter 13 20 have been complied with, now, therefore,

IN CONSIDERATION OF THE MUTUAL BENEFITS and conditions hereinafter contained, the parties hereto agree as follows:

1 CONSTRUCTION OF PUBLIC IMPROVEMENTS. Owners agree to construct and install, or have constructed and installed, at Owners' expense the utility and/or street improvements described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, hereinafter the "Improvements" or "Facilities". Construction shall be done according to applicable City standards and according to plans approved by the City. All costs for engineering, design, construction and inspection of said facilities, whether incurred by the City or by the Owners, shall be paid by the Owners.

2. DEDICATION OF IMPROVEMENTS FOR PUBLIC USE/EASEMENT. Upon completion of the improvements and acceptance by the City, or prior to the execution of this Agreement, whichever is later, Owners agree to grant such facilities and the real property wherein they lie to the City for use by the public. Owners warrant that they have good title and the right to convey said improvements and lands to the City and shall transfer title free and clear of all encumbrances by statutory warranty deed or other instrument acceptable to the City and bill of sale. Owners shall guarantee the workmanship and material in the improvements for a period of two years after date of acceptance by the City through provision of a bond, cash deposit or other security acceptable to the City and approved by the City Attorney. Owner shall further warrant that there are no persons, firms, or corporations who have filed or have the right to file a lien against the improvements or real property which remain unsatisfied at the time of transfer

In the event any lien or other claim is asserted against the improvements or real property after conveyance, then Owners shall indemnify, defend and hold harmless the City from loss on account thereof, and in the event the City shall incur any expense in defense or resolution of such claim, then the City shall have a lien against any funds then or thereafter deposited pursuant to this Agreement for the satisfaction of such expense. Owners further agree that, if determined necessary by the City Engineer, they shall also grant to the City a permanent utility easement for the maintenance, replacement and repair of such facilities, the location and extent of which shall be determined by the City Engineer.

3. **RECORD DRAWINGS** Owner agrees to provide to the City, at Owners' expense, a complete set of record drawings for the facilities. Provision of said drawings shall be a prerequisite to City acceptance and approval of the facilities.

4. **BENEFITED AREA AND ASSESSMENTS.** Owners and City agree that the facilities described herein will directly benefit certain property not owned by Owners which is legally described on Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full, by enabling or facilitating development thereof. Pursuant to Chapters 35.72 and/or 35.91 RCW, the City agrees to assess a share of the costs of constructing said facilities against those owners of real estate located in the area described on Exhibit B who did not contribute to the original cost of the facilities constructed by the Owners under this Agreement, as follows:

(1) In the case of a sewer and/or water facility, those Owners who tap into and/or connect to said facility after this Agreement is recorded in the Snohomish County Auditor's office as required by Section 13.20.080 of the Monroe Municipal Code and during the term of this Agreement;

(2) In the case of a street improvement, those Owners who apply for a building permit after this Agreement is recorded in the Snohomish County Auditor's office as required in Section 13.20.080 of the Monroe Municipal Code and during the term of this Agreement for construction which, had it not been for construction of the facilities provided for in this Agreement, would not have been permitted without construction of similar facilities. The share for each parcel of real estate contained within the area described on Exhibit B shall be as specified in, or calculated pursuant to the method set forth on, Exhibit C, which is attached hereto and incorporated herein by this reference as if set forth in full.

5. **COSTS OF IMPROVEMENT.** An itemized estimate of the costs of the improvements or a statement of the actual, final construction costs, which has been approved by the City Engineer is attached hereto as Exhibit D. Owners shall provide to the City Engineer documentation of the actual total costs of construction no later than thirty (30) days after completion of the improvements. In the event that the actual costs are less than the estimated costs by 10% or more, assessments shall be recalculated by the City Engineer using the actual cost figures and an amended schedule of assessments shall be recorded by the City Engineer. Owners agree that, due to public notice and hearing requirements, actual construction costs in excess of the estimated construction costs approved by the City Engineer shall not result in recalculation of the assessments.

6 REIMBURSEMENT TO OWNERS/ADMINISTRATIVE FEE During the life of this Agreement, the City shall assess and use reasonable efforts to collect such fees as are provided for herein, and upon receipt of such fees shall deduct 5% for the City's costs of administration and remit the remainder to Owners within sixty (60) days after receipt of the reimbursement funds. Owners agree that the City shall not be liable for failing to collect any reimbursement payment called for by the terms of this Agreement and shall not be obligated to make any payment to Owners until the reimbursement fee has actually been received by the City. Owners agree to keep the City advised of Owners' current address, and agree that if the City is unable to make any reimbursement payment to Owners by forwarding the same to the last address on file with the City that, upon the expiration of 180 days from the receipt of such funds they may be returned to the party which paid them to the City and all further obligation of such party to pay reimbursement fees shall cease. The City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through this Agreement.

7. LOCAL IMPROVEMENT DISTRICT If this Agreement provides for construction of sewer or water facilities, the City agrees that, during the term of this Agreement, if a Local Improvement District or Utility Local Improvement District is established to construct sewer or water improvements which will be connected into or will make use of the facilities constructed under the provisions of this Agreement and which includes real estate whose owners did not contribute to the Owners' cost of constructing the facilities constructed under this Agreement, the City will include, in the cost of construction of the improvements financed by the Local Improvement District or Utility Local Improvement District and in the assessments on noncontributing property, a fair pro rata share of the cost of the facilities constructed by Owners.

8 TERM OF AGREEMENT. The Latecomer fees provided for in this Agreement shall be due and collected until October 3, 2022 which is not more than twenty (20) years from final acceptance of the improvements by the City. If the improvements are not yet completed, the Latecomer fees shall be due and collected for a period of twenty (20) years from the date of final acceptance by the City. Upon the expiration of said period this Agreement shall terminate and no obligation to pay Latecomers fees shall thereafter arise by virtue of this Agreement.

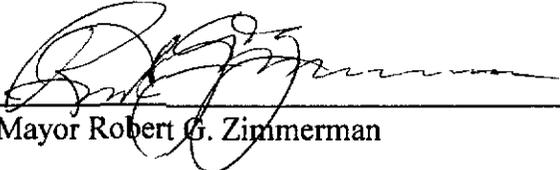
9. INDEMNIFICATION. Owners agree to indemnify and hold the City harmless from any liability for damages of any kind or nature whatsoever arising out of claims filed against the City as the result of any action taken pursuant to this Agreement, and shall defend the City whenever the City is named in a lawsuit in which this Agreement is at issue and pay all costs of such defense, including but not limited to, attorney's fees and expert witness fees. At the City's option, the City may elect to be defended in any such litigation by the City Attorney's office, and in such event Owners agree to reimburse the City for all costs of such defense, including attorney's fees and expert witness fees.

10. RECORDING This Agreement shall be recorded with the Snohomish County Auditor within thirty (30) days of the date hereof as required by RCW Chapter 35.72 and/or 35.91. Responsibility for recording and for payment of the costs thereof shall rest with the Owners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, _____

CITY OF MONROE

OWNERS

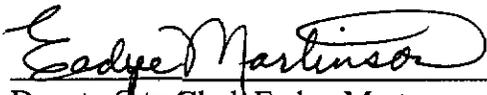


Mayor Robert G. Zimmerman

Print Name _____

Title (if signing for corporation)

ATTEST/AUTHENTICATE



Deputy City Clerk Eadye Martinson

Print Name: _____

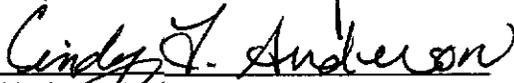
Title (if signing for corporation)

OWNERS



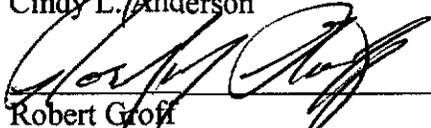
Rick L. Anderson

Print Name: Rick Anderson



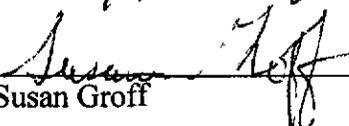
Cindy L. Anderson

Print Name: Cindy Anderson



Robert Groff

Print Name: Robert Groff



Susan Groff

Print Name Susan Groff

ACKNOWLEDGEMENT IF OWNERS ARE INDIVIDUALS

STATE OF WASHINGTON)

) ss.

COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that Rick L. Anderson, Cindy L. Anderson, ~~Robert Groff, Susan Groff~~ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: Sept 28th, 2011



Kimberly Flores
(Signature)

Kimberly Flores
(Print Name)

NOTARY PUBLIC

My appointment expires 9/30/12

STATE OF Washington
COUNTY OF Okanagan

On this day personally appeared before me Robert G. PRF+
Susan G. PRF to me known to be the
individual described in and who executed the within and foregoing
instrument and acknowledged that he/she/they signed the same as
his/her/they free and voluntary act and deed, for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this
28th Day of September, 2011.

Paulette Waldron
Notary Public in and for the State of Washington
Residing at Port Angeles
My commission expires 5-2-13



STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Robert G Zimmerman and Eadye Martinson are the persons that appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it as Mayor and Deputy City Clerk of the City of Monroe to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument

DATED October 4, 2011

Vicki L Thayer
(Signature)

Vicki L Thayer
(Print Name)

NOTARY PUBLIC

Residing at Lake Stevens

My commission expires May 9, 2012

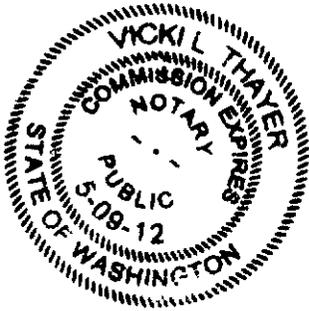


EXHIBIT A:**Construction Costs for Lift Station & Sewer****Fox Meadow pump station**

Engineering			\$	13,317
Manhole with slab			\$	7,203
Fencing enclosure			\$	1,476
Pump station			\$	49,327
Generator & transfer switch			\$	25,044
Electrical			\$	4,490
Forced main	582 lf	36.90	\$	21,478
Sub-total			\$	122,334
WSST			\$	10,521
Total for pump station			\$	132,855
Administration Cost		6% of total cost	\$	7,971
Total Value of Pump Station			\$	140,826
Number of ERU's within area served by Pump Station			\$	145
Pro rata share per ERU			\$	971.22
Number of ERU's subject to recovery			\$	113
Maximum recoverable amount			\$	109,747.49

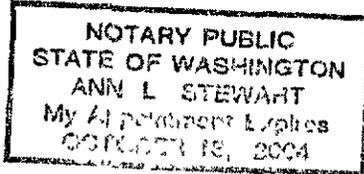
Fox Meadow sewer lines

Engineering			\$	4,971
City of Monroe inspection fees			\$	2,827
8" PVC	1287 lf	23 63	\$	30,406
6" PVC	947 lf	18 41	\$	17,434
Sand for backfill & street compaction			\$	13,088
Sanitary manholes	4 each	2209.14	\$	8,837
Cleanout	1 each	429 56	\$	430
Sub-total			\$	77,992
WSST			\$	6,089
Total for sewer system			\$	84,081
Administration Cost		6% of total construction cost	\$	4,577
Total Value of Sewer System			\$	88,658
Number of ERU's within area served by Sewer System			\$	36
Pro rata share per ERU			\$	2,462.73
Number of ERU's subject to recovery			\$	4
Maximum recoverable amount			\$	9,850.92

EXHIBIT B:

Bill of Sale for Sanitary Sewer & Lift Station

On this day personally appeared before me Robert and Susan Groff, Owner of said utility improvements for the purpose of executing the foregoing instrument Witness my hand and seal this 10th day of SEPTEMBER 2002



[Signature]
NOTARY PUBLIC in and for the State of Washington,
Ann L Stewart

NOTARY PUBLIC printed name
residing in PORT MUELLES, WA 98132
My commission expires 10-13-04

By accepting and recording this instrument, the City of Monroe accepts and agrees to maintain the foregoing utility improvements as part of the city's wastewater system in the same manner as though they had been constructed by the City

CITY OF MONROE

[Signature]
Mayor cc 8-21-02

ATTEST

[Signature]
City Clerk

EXHIBIT C: Map of Fox Meadow Pump Station Service Area

**SEE CITY OF MONROE
FOR SERVICE AREA MAP**

200210030173

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT AREA (SF)	% of Total Benefit Area	ERU's	Pro Rata Share
005173-001-006-00	Carmody, Thomas M 17606 Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-003-00	Nardone, Ronald J Trust 17527 163rd St SE Monroe Wa 98272	PO	7,405	1 00%	1	\$971.22
005173-002-004-00	Dyer, John H & Sharel T 17510 W Main St Monroe Wa 98272	PO	32,234	4 36%	8	\$7,769 73
005173-002-008-00	Martin, Donald D & Pamela W Main Street Monroe Wa 98272	PO	7,395	1 00%	1	\$971.22
005173-002-009-00	Meeds, Russell M 17522 West Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-010-00	Robey, R J. 17528 West Main St Monroe Wa 98272- 1934	PO	10,890	1 47%	2	\$1,942 43
005173-003-001-00	Sulymankhel, Nazir 17525 162nd St SE Monroe, WA 98272- 1933	PO	12,632	1 71%	3	\$2,913 65
005173-003-002-01	Rodland, Roy A West Main St Monroe, WA 98272	PO	10,454	1 42%	2	\$1,942 43
005173-003-004-00	Rodland, Wayne A. West Main St Monroe, WA 98272	GC	7,405	1 00%	1	\$971.22
005173-003-005-00	Rodland, Wayne A 17509 West Main St Monroe, WA 98272	GC	23,522	3 18%	5	\$4,856 08

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

005173-004-001-00	Amsberry, Jeffrey G & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-001-01	Amsberry, Jeffrey G & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-002-00	Prop Mgmt Tax Title	PO	260	0.04%	0	\$0.00
005173-004-003-00	Budden, Sally 17625 West Main St Monroe, WA 98272	PO	7,841	1.06%	1	\$971.22
005173-004-004-00	Blackburn, Ray 17625 West Main St Monroe, WA 98272	PO	15,246	2.06%	2	\$1,942.43
005173-004-006-00	Ottini, Leo N & Shirley A 161st St SE Monroe, WA 98272	UR6000	13,504	1.83%	2	\$1,942.43
005173-004-009-00	Ottini, Leo 161st St SE Monroe, WA 98272	UR6000	13,068	1.77%	2	\$1,942.43
270602-004-007-00	Groeneveld, Henry J 17511 160th St SE Monroe, WA 98272	UR6000	24,394	3.30%	4	\$3,884.87
270602-004-008-00	Kriegel, Kathryn B 17509 160th St SE Monroe, WA 98272	UR6000	14,810	2.00%	2	\$1,942.43
270602-004-009-00	Thress, Kelli 17529 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-010-00	Hansen, Virginia 17603 160th St SE Monroe, WA 98272	UR6000	6,534	0.88%	1	\$971.22
270602-004-011-00	Gilman, Lester C 17521 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-012-00	Howell, Wayne 17525 160th St SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-021-00	Firth, Robert J 15974 159th Dr SE Monroe, WA 98272	UR6000	33,977	4.60%	5	\$4,856.08

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

270602-004-036-00	Rehm, Ruth E 16008 159th Dr SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-081-00	Dyer, John H & Sharel T 163rd St SE Monroe, WA 98272	PO	47,916	6.49%	12	\$11,654.60
270602-004-090-00	Kennedy, Thomas 17621 160th St SE Monroe, WA 98272	UR6000	20,038	2.71%	3	\$2,913.65
270602-004-092-00	Gohl, Steve W & Debbie 17527 160th St SE Monroe, WA 98272	UR6000	11,761	1.59%	1	\$971.22
270602-004-109-00	Ryder, Patrick A & Eva A 17433 160th St SE Monroe, WA 98272.	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-110-00	Shaw, Harry W 17513 160th St SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-129-01	Firth, Robert J 16036 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
270602-004-130-00	Firth, Robert J 16052 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
008106-000-001-00	Firth, Robert J 15900 175th Dr SE Monroe, WA 98272	UR6000	19,602	2.65%	3	\$2,913.65
008106-000-002-00	Jurin, John 15916 175th Dr SE Monroe, WA 98272	UR6000	13,939	1.89%	2	\$1,942.43
008106-000-003-00	Firth, Robert J 15922 175th Dr SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
008106-000-004-00	Firth, Robert J 15944 175th Dr SE Monroe, WA 98272	UR6000	18,295	2.48%	3	\$2,913.65
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43
008106-000-006-00	Firth, Robert J 15974 174th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43

**EXHIBIT D: Calculation of Benefits, Pro Rata Share &
Maximum Recovery Amount for Pump Station**

004574-001-001-00	Harris, Mark 17521 161st St SE Monroe, WA 98272	UR6000	8,806	1 19%	1	\$971 22
004574-001-002-00	Ide, Courtney 16021 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-003-00	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-004-01	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	4,240	0 57%	1	\$971 22
004574-001-004-02	Nichols, Craig 17524 160th St SE Monroe, WA 98272	UR6000	13,115	1 78%	2	\$1,942 43
004574-001-006-00	Williams, Joseph W 16004 175th Ave SE Monroe, WA 98272	UR6000	8,875	1 20%	1	\$971 22
004574-001-007-00	Sorenson, R E 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-008-00	Federico, Tony E 16016 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-009-00	Braa, Harold W 16022 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-010-00	Olmstead, Lyle & Ruby 16028 161st St SE Monroe, WA 98272	UR6000	8,811	1.19%	1	\$971 22
004574-002-001-00	Fischer, Nadine R 17631 161st St SE Monroe, WA 98272	UR6000	10,454	1 42%	1	\$971.22
004574-002-002-00	Liddiatt, Erik D 17625 161st St SE Monroe, WA 98272	UR6000	10,090	1 37%	1	\$971 22
004574-002-003-00	Sunde, Thad A 17615 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22
004574-002-004-00	Maki, Blaine C 17609 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

004574-002-005-00	Piercy, John & Kristy 17603 161st St SE Monroe, WA 98272	UR6000	10,092	1 37%	1	\$971 22
004574-002-006-00	Dale, Michael E & Doris L 17604 160th St SE Monroe, WA 98272	UR6000	10,092	1 37%	1	\$971 22
004574-002-007-00	Albright, Michael G 17610 160th St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22
004574-002-008-00	Moir, David B 17616 160th St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22
MAXIMUM RECOVERY AMOUNT			738,656	100.00%	113	\$109,747 49

EXHIBIT E: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Sewer Mains

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT SIZE (ACRES)	LOT AREA (SF)	% of Total Benefit Area	ERU' s	Pro Rata Share
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
008106-000-006-00	Firth, Robert J 15974 174th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
MAXIMUM RECOVERY AMOUNT			0.72	31,364	100.00%	4	\$9,850.92

200210030173

STATE OF WASHINGTON } ss
COUNTY OF SNOHOMISH }

I, Carolyn Weikel, Snohomish County Auditor,
do hereby certify that the foregoing instrument is a
true and correct copy of the document now on file
or recorded in my office

In witness whereof, I hereunto set my hand this

21 day of Oct 2011
Carolyn Weikel
CAROLYN WEIKEL, County Auditor
Deputy





20110210242 20 PGS
 10/21/2011 9:57am \$80.00
 SNOHOMISH COUNTY, WASHINGTON

200210030173 200210030173
 10/03/2002 11:29 AM Snohomish
 P.0015 RECORDED County

200210030173

City of Monroe
 806 West Main Street
 Monroe, WA 98272

33

Reference: PLAT OF FOX MEADOW REIMBURSEMENT AGREEMENT

The following Document Titles or transactions are submitted for Approval and recording.

- | | | |
|---|--|---------|
| 1 | Cover Sheet | 2 pages |
| 2 | Reimbursement Agreement | 3 pages |
| 3 | Exhibit A Construction Costs for Lift Station & Sewer | 1 page |
| 4 | Exhibit B Bill of Sale for Sanitary Sewer & Lift Station | 2 pages |
| 5 | Exhibit C Map of Fox Meadow Pump Station Service Area | 1 page |
| 6 | Exhibit D Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station | 5 pages |
| 7 | Exhibit E Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Sewer Mains | 1 page |

Grantors:

- 1 Anderson, Rick L & Cindy L
- 2 Groff, Robert & Susan

Re-record to reflect extension of reimbursement Agmt from 2012 to new 2022 date

Grantees:

- 1 Monroe, City of

Legal Description (abbreviated: ie, quarter section, section, township, range)

1. Southeast ¼, Section 02, Township 26 North, Range 06 East, WM

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Pump Station:

005173-001-006-00	270602-004-008-00	008106-000-006-00
005173-002-002-00	270602-004-009-00	004574-001-001-00
005173-002-003-00	270602-004-010-00	004574-001-002-00
005173-002-004-00	270602-004-011-00	004574-001-003-00
005173-002-008-00	270602-004-012-00	004574-001-004-01
005173-002-009-00	270602-004-021-00	004574-001-004-02
005173-002-010-00	270602-004-036-00	004574-001-006-00
005173-003-001-00	270602-004-081-00	004574-001-007-00
005173-003-002-00	270602-004-090-00	004574-001-008-00

005173-003-004-00	270602-004-092-00	004574-001-009-00
005173-003-005-00	270602-004-109-00	004574-001-010-00
005173-004-001-00	270602-004-110-00	004574-002-001-00
005173-004-001-01	270602-004-129-01	004574-002-002-00
005173-004-002-00	270602-004-130-00	004574-002-003-00
005173-004-003-00	008106-000-001-00	004574-002-004-00
005173-004-004-00	008106-000-002-00	004574-002-005-00
005173-004-006-00	008106-000-003-00	004574-002-006-00
005173-004-009-00	008106-000-004-00	004574-002-007-00
270602-004-007-00	008106-000-005-00	004574-002-008-00

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Sewer Mains:

008106-000-005-00	008106-000-006-00
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200210030173

**REIMBURSEMENT AGREEMENT FOR STREET
AND/OR UTILITY IMPROVEMENTS**

THIS AGREEMENT is made and entered into between the City of Monroe, hereinafter "the City", and Rick L. and Cindy L. Anderson and Robert and Susan Groff, hereinafter "Owners".

WHEREAS, the City of Monroe is a Washington Municipal Corporation, and as such has the power, pursuant to RCW Chapters 35 72 and 35 91 and Monroe Municipal Code Chapter 13.20, to contract with Owners of real estate for the construction of street and utility improvements and to provide for partial reimbursement of the costs of such construction, and

WHEREAS, the Owners are developing said real estate and are constructing or have constructed street and/or utility improvements to serve that real estate and the public, and

WHEREAS, said facilities will benefit other properties and relieve the developers of those properties from the burden of construction of similar facilities, and Owners should therefore receive reimbursement from the owners of such other properties of a fair share portion of cost of construction of the facilities, and

WHEREAS, the requirements of Monroe Municipal Code Chapter 13 20 have been complied with, now, therefore,

IN CONSIDERATION OF THE MUTUAL BENEFITS and conditions hereinafter contained, the parties hereto agree as follows:

1 CONSTRUCTION OF PUBLIC IMPROVEMENTS. Owners agree to construct and install, or have constructed and installed, at Owners' expense the utility and/or street improvements described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, hereinafter the "Improvements" or "Facilities". Construction shall be done according to applicable City standards and according to plans approved by the City. All costs for engineering, design, construction and inspection of said facilities, whether incurred by the City or by the Owners, shall be paid by the Owners.

2. DEDICATION OF IMPROVEMENTS FOR PUBLIC USE/EASEMENT. Upon completion of the improvements and acceptance by the City, or prior to the execution of this Agreement, whichever is later, Owners agree to grant such facilities and the real property wherein they lie to the City for use by the public. Owners warrant that they have good title and the right to convey said improvements and lands to the City and shall transfer title free and clear of all encumbrances by statutory warranty deed or other instrument acceptable to the City and bill of sale. Owners shall guarantee the workmanship and material in the improvements for a period of two years after date of acceptance by the City through provision of a bond, cash deposit or other security acceptable to the City and approved by the City Attorney. Owner shall further warrant that there are no persons, firms, or corporations who have filed or have the right to file a lien against the improvements or real property which remain unsatisfied at the time of transfer

In the event any lien or other claim is asserted against the improvements or real property after conveyance, then Owners shall indemnify, defend and hold harmless the City from loss on account thereof, and in the event the City shall incur any expense in defense or resolution of such claim, then the City shall have a lien against any funds then or thereafter deposited pursuant to this Agreement for the satisfaction of such expense. Owners further agree that, if determined necessary by the City Engineer, they shall also grant to the City a permanent utility easement for the maintenance, replacement and repair of such facilities, the location and extent of which shall be determined by the City Engineer.

3. **RECORD DRAWINGS** Owner agrees to provide to the City, at Owners' expense, a complete set of record drawings for the facilities. Provision of said drawings shall be a prerequisite to City acceptance and approval of the facilities.

4. **BENEFITED AREA AND ASSESSMENTS.** Owners and City agree that the facilities described herein will directly benefit certain property not owned by Owners which is legally described on Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full, by enabling or facilitating development thereof. Pursuant to Chapters 35.72 and/or 35.91 RCW, the City agrees to assess a share of the costs of constructing said facilities against those owners of real estate located in the area described on Exhibit B who did not contribute to the original cost of the facilities constructed by the Owners under this Agreement, as follows:

(1) In the case of a sewer and/or water facility, those Owners who tap into and/or connect to said facility after this Agreement is recorded in the Snohomish County Auditor's office as required by Section 13.20.080 of the Monroe Municipal Code and during the term of this Agreement;

(2) In the case of a street improvement, those Owners who apply for a building permit after this Agreement is recorded in the Snohomish County Auditor's office as required in Section 13.20.080 of the Monroe Municipal Code and during the term of this Agreement for construction which, had it not been for construction of the facilities provided for in this Agreement, would not have been permitted without construction of similar facilities. The share for each parcel of real estate contained within the area described on Exhibit B shall be as specified in, or calculated pursuant to the method set forth on, Exhibit C, which is attached hereto and incorporated herein by this reference as if set forth in full.

5. **COSTS OF IMPROVEMENT.** An itemized estimate of the costs of the improvements or a statement of the actual, final construction costs, which has been approved by the City Engineer is attached hereto as Exhibit D. Owners shall provide to the City Engineer documentation of the actual total costs of construction no later than thirty (30) days after completion of the improvements. In the event that the actual costs are less than the estimated costs by 10% or more, assessments shall be recalculated by the City Engineer using the actual cost figures and an amended schedule of assessments shall be recorded by the City Engineer. Owners agree that, due to public notice and hearing requirements, actual construction costs in excess of the estimated construction costs approved by the City Engineer shall not result in recalculation of the assessments.

6 REIMBURSEMENT TO OWNERS/ADMINISTRATIVE FEE During the life of this Agreement, the City shall assess and use reasonable efforts to collect such fees as are provided for herein, and upon receipt of such fees shall deduct 5% for the City's costs of administration and remit the remainder to Owners within sixty (60) days after receipt of the reimbursement funds. Owners agree that the City shall not be liable for failing to collect any reimbursement payment called for by the terms of this Agreement and shall not be obligated to make any payment to Owners until the reimbursement fee has actually been received by the City. Owners agree to keep the City advised of Owners' current address, and agree that if the City is unable to make any reimbursement payment to Owners by forwarding the same to the last address on file with the City that, upon the expiration of 180 days from the receipt of such funds they may be returned to the party which paid them to the City and all further obligation of such party to pay reimbursement fees shall cease. The City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through this Agreement.

7. LOCAL IMPROVEMENT DISTRICT If this Agreement provides for construction of sewer or water facilities, the City agrees that, during the term of this Agreement, if a Local Improvement District or Utility Local Improvement District is established to construct sewer or water improvements which will be connected into or will make use of the facilities constructed under the provisions of this Agreement and which includes real estate whose owners did not contribute to the Owners' cost of constructing the facilities constructed under this Agreement, the City will include, in the cost of construction of the improvements financed by the Local Improvement District or Utility Local Improvement District and in the assessments on noncontributing property, a fair pro rata share of the cost of the facilities constructed by Owners.

8 TERM OF AGREEMENT. The Latecomer fees provided for in this Agreement shall be due and collected until October 3, 2022 which is not more than twenty (20) years from final acceptance of the improvements by the City. If the improvements are not yet completed, the Latecomer fees shall be due and collected for a period of twenty (20) years from the date of final acceptance by the City. Upon the expiration of said period this Agreement shall terminate and no obligation to pay Latecomers fees shall thereafter arise by virtue of this Agreement.

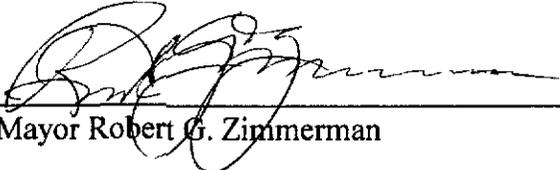
9. INDEMNIFICATION. Owners agree to indemnify and hold the City harmless from any liability for damages of any kind or nature whatsoever arising out of claims filed against the City as the result of any action taken pursuant to this Agreement, and shall defend the City whenever the City is named in a lawsuit in which this Agreement is at issue and pay all costs of such defense, including but not limited to, attorney's fees and expert witness fees. At the City's option, the City may elect to be defended in any such litigation by the City Attorney's office, and in such event Owners agree to reimburse the City for all costs of such defense, including attorney's fees and expert witness fees.

10. RECORDING This Agreement shall be recorded with the Snohomish County Auditor within thirty (30) days of the date hereof as required by RCW Chapter 35.72 and/or 35.91. Responsibility for recording and for payment of the costs thereof shall rest with the Owners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, _____

CITY OF MONROE

OWNERS

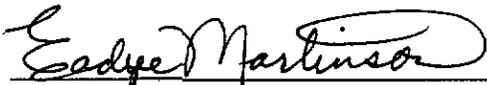


Mayor Robert G. Zimmerman

Print Name _____

Title (if signing for corporation)

ATTEST/AUTHENTICATE



Deputy City Clerk Eadye Martinson

Print Name: _____

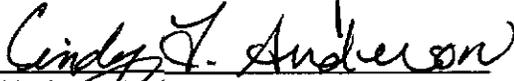
Title (if signing for corporation)

OWNERS



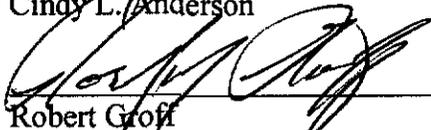
Rick L. Anderson

Print Name: Rick Anderson



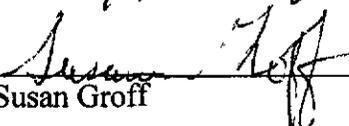
Cindy L. Anderson

Print Name: Cindy Anderson



Robert Groff

Print Name: Robert Groff



Susan Groff

Print Name Susan Groff

ACKNOWLEDGEMENT IF OWNERS ARE INDIVIDUALS

STATE OF WASHINGTON)

) ss.

COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that Rick L. Anderson, Cindy L. Anderson, ~~Robert Groff, Susan Groff~~ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: Sept 28th, 2011



Kimberly Flores
(Signature)

Kimberly Flores
(Print Name)

NOTARY PUBLIC

My appointment expires 9/30/12

STATE OF Washington
COUNTY OF Okanagan

On this day personally appeared before me Robert G. PRF+
Susan G. PRF to me known to be the
individual described in and who executed the within and foregoing
instrument and acknowledged that he/she/they signed the same as
his/her/they free and voluntary act and deed, for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this
28th Day of September, 2011.

Paulette Waldron
Notary Public in and for the State of Washington
Residing at Port Angeles
My commission expires 5-2-13



STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Robert G Zimmerman and Eadye Martinson are the persons that appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it as Mayor and Deputy City Clerk of the City of Monroe to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument

DATED October 4, 2011

Vicki L Thayer
(Signature)

Vicki L Thayer
(Print Name)

NOTARY PUBLIC

Residing at Lake Stevens

My commission expires May 9, 2012

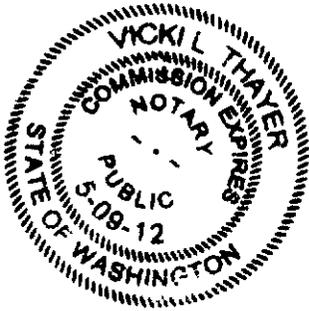


EXHIBIT A:**Construction Costs for Lift Station & Sewer****Fox Meadow pump station**

Engineering			\$	13,317
Manhole with slab			\$	7,203
Fencing enclosure			\$	1,476
Pump station			\$	49,327
Generator & transfer switch			\$	25,044
Electrical			\$	4,490
Forced main	582 lf	36.90	\$	21,478
Sub-total			\$	122,334
WSST			\$	10,521
Total for pump station			\$	132,855
Administration Cost		6% of total cost	\$	7,971
Total Value of Pump Station			\$	140,826
Number of ERU's within area served by Pump Station			\$	145
Pro rata share per ERU			\$	971.22
Number of ERU's subject to recovery			\$	113
Maximum recoverable amount			\$	109,747.49

Fox Meadow sewer lines

Engineering			\$	4,971
City of Monroe inspection fees			\$	2,827
8" PVC	1287 lf	23 63	\$	30,406
6" PVC	947 lf	18 41	\$	17,434
Sand for backfill & street compaction			\$	13,088
Sanitary manholes	4 each	2209.14	\$	8,837
Cleanout	1 each	429 56	\$	430
Sub-total			\$	77,992
WSST			\$	6,089
Total for sewer system			\$	84,081
Administration Cost		6% of total construction cost	\$	4,577
Total Value of Sewer System			\$	88,658
Number of ERU's within area served by Sewer System			\$	36
Pro rata share per ERU			\$	2,462.73
Number of ERU's subject to recovery			\$	4
Maximum recoverable amount			\$	9,850.92

EXHIBIT B: Bill of Sale for Sanitary Sewer & Lift Station

THE UNDERSIGNED OWNERS, Rick L and Cindy L Anderson and Robert and Susan Groff, in consideration of the Agreement herein provide, sell and convey to the City of Monroe the utility improvements herein described

- 1 One Gorman Rupp 6 x 6 duplex sewer lift station, including Gorman Rupp self priming, non-clog sewage pumps with 3HP, ODP, 1800 rpm, 230 v, 1-phase motors, motor control panel , generator and automatic transfer switch, installed in a concrete wet well manhole with slab, 6 x 6 fiberglass enclosure, electrical connections, discharge check valves, plug valve, and discharge header; US Filter/consolidated electric submersible level transducer model A1000 with intrinsic safety barrier,
- 2 582 lineal feet of 4-inch force main,
- 3 1,287 lineal feet of 8-inch PVC sanitary sewer main,
- 4 947 lineal feet of 6-inch sanitary side sewer lines,
- 5 Four sanitary manholes, and
- 6 Associated appurtenances located within and adjacent to the Plat of Fox Meadows

OWNERS

Rick L Anderson
Rick L Anderson

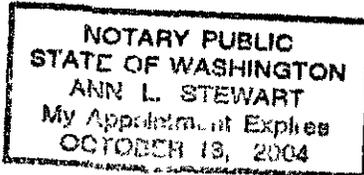
Cindy L Anderson
Cindy L Anderson

Robert Groff
Robert Groff

Susan Groff
Susan Groff

State of Washington)
) ss
County of Snohomish)

On this day personally appeared before me Rick L and Cindy L Anderson, Owner of said utility improvements for the purpose of executing the foregoing instrument. Witness my hand and seal this 10th day of SEPTEMBER 2002.



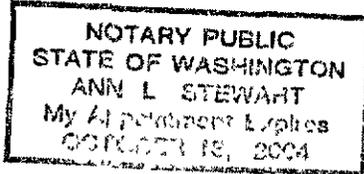
Ann L Stewart
NOTARY PUBLIC in and for the State of Washington,

NOTARY PUBLIC printed name Ann L Stewart
residing in Port Angeles WA 98362
My commission expires 10-13-04

State of Washington)
) ss
County of Snohomish)

EXHIBIT B: Bill of Sale for Sanitary Sewer & Lift Station

On this day personally appeared before me Robert and Susan Groff, Owner of said utility improvements for the purpose of executing the foregoing instrument Witness my hand and seal this 10th day of SEPTEMBER 2002



[Signature]
NOTARY PUBLIC in and for the State of Washington,
Ann L Stewart
NOTARY PUBLIC printed name
residing in PORT MUELLES, WA 98132
My commission expires 10-13-04

By accepting and recording this instrument, the City of Monroe accepts and agrees to maintain the foregoing utility improvements as part of the city's wastewater system in the same manner as though they had been constructed by the City

CITY OF MONROE

[Signature]
Mayor cc 8-21-02

ATTEST

[Signature]
City Clerk

EXHIBIT C: Map of Fox Meadow Pump Station Service Area

**SEE CITY OF MONROE
FOR SERVICE AREA MAP**

200210030173

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT AREA (SF)	% of Total Benefit Area	ERU's	Pro Rata Share
005173-001-006-00	Carmody, Thomas M 17606 Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-003-00	Nardone, Ronald J Trust 17527 163rd St SE Monroe Wa 98272	PO	7,405	1 00%	1	\$971.22
005173-002-004-00	Dyer, John H & Sharel T 17510 W Main St Monroe Wa 98272	PO	32,234	4 36%	8	\$7,769 73
005173-002-008-00	Martin, Donald D & Pamela W Main Street Monroe Wa 98272	PO	7,395	1 00%	1	\$971.22
005173-002-009-00	Meeds, Russell M 17522 West Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-010-00	Robey, R J. 17528 West Main St Monroe Wa 98272- 1934	PO	10,890	1 47%	2	\$1,942 43
005173-003-001-00	Sulymankhel, Nazir 17525 162nd St SE Monroe, WA 98272- 1933	PO	12,632	1 71%	3	\$2,913 65
005173-003-002-01	Rodland, Roy A West Main St Monroe, WA 98272	PO	10,454	1 42%	2	\$1,942 43
005173-003-004-00	Rodland, Wayne A. West Main St Monroe, WA 98272	GC	7,405	1 00%	1	\$971.22
005173-003-005-00	Rodland, Wayne A 17509 West Main St Monroe, WA 98272	GC	23,522	3 18%	5	\$4,856 08

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

005173-004-001-00	Amsberry, Jeffrey G & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-001-01	Amsberry, Jeffrey G & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-002-00	Prop Mgmt Tax Title	PO	260	0.04%	0	\$0.00
005173-004-003-00	Budden, Sally 17625 West Main St Monroe, WA 98272	PO	7,841	1.06%	1	\$971.22
005173-004-004-00	Blackburn, Ray 17625 West Main St Monroe, WA 98272	PO	15,246	2.06%	2	\$1,942.43
005173-004-006-00	Ottini, Leo N & Shirley A 161st St SE Monroe, WA 98272	UR6000	13,504	1.83%	2	\$1,942.43
005173-004-009-00	Ottini, Leo 161st St SE Monroe, WA 98272	UR6000	13,068	1.77%	2	\$1,942.43
270602-004-007-00	Groeneveld, Henry J 17511 160th St SE Monroe, WA 98272	UR6000	24,394	3.30%	4	\$3,884.87
270602-004-008-00	Kriegel, Kathryn B 17509 160th St SE Monroe, WA 98272	UR6000	14,810	2.00%	2	\$1,942.43
270602-004-009-00	Thress, Kelli 17529 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-010-00	Hansen, Virginia 17603 160th St SE Monroe, WA 98272	UR6000	6,534	0.88%	1	\$971.22
270602-004-011-00	Gilman, Lester C 17521 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-012-00	Howell, Wayne 17525 160th St SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-021-00	Firth, Robert J 15974 159th Dr SE Monroe, WA 98272	UR6000	33,977	4.60%	5	\$4,856.08

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

270602-004-036-00	Rehm, Ruth E 16008 159th Dr SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-081-00	Dyer, John H & Sharel T 163rd St SE Monroe, WA 98272	PO	47,916	6.49%	12	\$11,654.60
270602-004-090-00	Kennedy, Thomas 17621 160th St SE Monroe, WA 98272	UR6000	20,038	2.71%	3	\$2,913.65
270602-004-092-00	Gohl, Steve W & Debbie 17527 160th St SE Monroe, WA 98272	UR6000	11,761	1.59%	1	\$971.22
270602-004-109-00	Ryder, Patrick A & Eva A 17433 160th St SE Monroe, WA 98272.	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-110-00	Shaw, Harry W 17513 160th St SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-129-01	Firth, Robert J 16036 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
270602-004-130-00	Firth, Robert J 16052 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
008106-000-001-00	Firth, Robert J 15900 175th Dr SE Monroe, WA 98272	UR6000	19,602	2.65%	3	\$2,913.65
008106-000-002-00	Jurin, John 15916 175th Dr SE Monroe, WA 98272	UR6000	13,939	1.89%	2	\$1,942.43
008106-000-003-00	Firth, Robert J 15922 175th Dr SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
008106-000-004-00	Firth, Robert J 15944 175th Dr SE Monroe, WA 98272	UR6000	18,295	2.48%	3	\$2,913.65
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43
008106-000-006-00	Firth, Robert J 15974 174th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

004574-001-001-00	Harris, Mark 17521 161st St SE Monroe, WA 98272	UR6000	8,806	1 19%	1	\$971 22
004574-001-002-00	Ide, Courtney 16021 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-003-00	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-004-01	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	4,240	0 57%	1	\$971 22
004574-001-004-02	Nichols, Craig 17524 160th St SE Monroe, WA 98272	UR6000	13,115	1 78%	2	\$1,942 43
004574-001-006-00	Williams, Joseph W 16004 175th Ave SE Monroe, WA 98272	UR6000	8,875	1 20%	1	\$971 22
004574-001-007-00	Sorenson, R E 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-008-00	Federico, Tony E 16016 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-009-00	Braa, Harold W 16022 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-010-00	Olmstead, Lyle & Ruby 16028 161st St SE Monroe, WA 98272	UR6000	8,811	1.19%	1	\$971 22
004574-002-001-00	Fischer, Nadine R 17631 161st St SE Monroe, WA 98272	UR6000	10,454	1 42%	1	\$971.22
004574-002-002-00	Liddiatt, Erik D 17625 161st St SE Monroe, WA 98272	UR6000	10,090	1 37%	1	\$971 22
004574-002-003-00	Sunde, Thad A 17615 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22
004574-002-004-00	Maki, Blaine C 17609 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

004574-002-005-00	Piercy, John & Kristy 17603 161st St SE Monroe, WA 98272	UR6000	10,092	1 37%	1	\$971 22
004574-002-006-00	Dale, Michael E & Doris L 17604 160th St SE Monroe, WA 98272	UR6000	10,092	1 37%	1	\$971 22
004574-002-007-00	Albright, Michael G 17610 160th St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22
004574-002-008-00	Moir, David B 17616 160th St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22
MAXIMUM RECOVERY AMOUNT			738,656	100.00%	113	\$109,747 49

EXHIBIT E: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Sewer Mains

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT SIZE (ACRES)	LOT AREA (SF)	% of Total Benefit Area	ERU' s	Pro Rata Share
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
008106-000-006-00	Firth, Robert J 15974 174th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
MAXIMUM RECOVERY AMOUNT			0.72	31,364	100.00%	4	\$9,850.92

200210030173

STATE OF WASHINGTON } ss
COUNTY OF SNOHOMISH }

I, Carolyn Weikel, Snohomish County Auditor,
do hereby certify that the foregoing instrument is a
true and correct copy of the document now on file
or recorded in my office

In witness whereof, I hereunto set my hand this

21 day of Oct 2011
Carolyn Weikel
CAROLYN WEIKEL, County Auditor
Deputy





20110210242 20 PGS
 10/21/2011 9:57am \$80.00
 SNOHOMISH COUNTY, WASHINGTON

200210030173 200210030173
 10/03/2002 11:29 AM Snohomish
 P.0015 RECORDED County

200210030173

City of Monroe
 806 West Main Street
 Monroe, WA 98272

33

Reference: PLAT OF FOX MEADOW REIMBURSEMENT AGREEMENT

The following Document Titles or transactions are submitted for Approval and recording.

- | | | |
|---|--|---------|
| 1 | Cover Sheet | 2 pages |
| 2 | Reimbursement Agreement | 3 pages |
| 3 | Exhibit A Construction Costs for Lift Station & Sewer | 1 page |
| 4 | Exhibit B Bill of Sale for Sanitary Sewer & Lift Station | 2 pages |
| 5 | Exhibit C Map of Fox Meadow Pump Station Service Area | 1 page |
| 6 | Exhibit D Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station | 5 pages |
| 7 | Exhibit E Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Sewer Mains | 1 page |

Grantors:

- 1 Anderson, Rick L & Cindy L
- 2 Groff, Robert & Susan

Re-record to reflect extension of reimbursement Agmt from 2012 to new 2022 date

Grantees:

- 1 Monroe, City of

Legal Description (abbreviated: ie, quarter section, section, township, range)

1. Southeast ¼, Section 02, Township 26 North, Range 06 East, WM

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Pump Station:

005173-001-006-00	270602-004-008-00	008106-000-006-00
005173-002-002-00	270602-004-009-00	004574-001-001-00
005173-002-003-00	270602-004-010-00	004574-001-002-00
005173-002-004-00	270602-004-011-00	004574-001-003-00
005173-002-008-00	270602-004-012-00	004574-001-004-01
005173-002-009-00	270602-004-021-00	004574-001-004-02
005173-002-010-00	270602-004-036-00	004574-001-006-00
005173-003-001-00	270602-004-081-00	004574-001-007-00
005173-003-002-00	270602-004-090-00	004574-001-008-00

005173-003-004-00	270602-004-092-00	004574-001-009-00
005173-003-005-00	270602-004-109-00	004574-001-010-00
005173-004-001-00	270602-004-110-00	004574-002-001-00
005173-004-001-01	270602-004-129-01	004574-002-002-00
005173-004-002-00	270602-004-130-00	004574-002-003-00
005173-004-003-00	008106-000-001-00	004574-002-004-00
005173-004-004-00	008106-000-002-00	004574-002-005-00
005173-004-006-00	008106-000-003-00	004574-002-006-00
005173-004-009-00	008106-000-004-00	004574-002-007-00
270602-004-007-00	008106-000-005-00	004574-002-008-00

Assessor's Property Tax Parcel/Account Numbers (APN's) subject to reimbursement for Sewer Mains:

008106-000-005-00	008106-000-006-00
-------------------	-------------------

200210030173

**REIMBURSEMENT AGREEMENT FOR STREET
AND/OR UTILITY IMPROVEMENTS**

THIS AGREEMENT is made and entered into between the City of Monroe, hereinafter "the City", and Rick L. and Cindy L. Anderson and Robert and Susan Groff, hereinafter "Owners".

WHEREAS, the City of Monroe is a Washington Municipal Corporation, and as such has the power, pursuant to RCW Chapters 35 72 and 35 91 and Monroe Municipal Code Chapter 13.20, to contract with Owners of real estate for the construction of street and utility improvements and to provide for partial reimbursement of the costs of such construction, and

WHEREAS, the Owners are developing said real estate and are constructing or have constructed street and/or utility improvements to serve that real estate and the public, and

WHEREAS, said facilities will benefit other properties and relieve the developers of those properties from the burden of construction of similar facilities, and Owners should therefore receive reimbursement from the owners of such other properties of a fair share portion of cost of construction of the facilities, and

WHEREAS, the requirements of Monroe Municipal Code Chapter 13 20 have been complied with, now, therefore,

IN CONSIDERATION OF THE MUTUAL BENEFITS and conditions hereinafter contained, the parties hereto agree as follows:

1 CONSTRUCTION OF PUBLIC IMPROVEMENTS. Owners agree to construct and install, or have constructed and installed, at Owners' expense the utility and/or street improvements described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, hereinafter the "Improvements" or "Facilities". Construction shall be done according to applicable City standards and according to plans approved by the City. All costs for engineering, design, construction and inspection of said facilities, whether incurred by the City or by the Owners, shall be paid by the Owners.

2. DEDICATION OF IMPROVEMENTS FOR PUBLIC USE/EASEMENT. Upon completion of the improvements and acceptance by the City, or prior to the execution of this Agreement, whichever is later, Owners agree to grant such facilities and the real property wherein they lie to the City for use by the public. Owners warrant that they have good title and the right to convey said improvements and lands to the City and shall transfer title free and clear of all encumbrances by statutory warranty deed or other instrument acceptable to the City and bill of sale. Owners shall guarantee the workmanship and material in the improvements for a period of two years after date of acceptance by the City through provision of a bond, cash deposit or other security acceptable to the City and approved by the City Attorney. Owner shall further warrant that there are no persons, firms, or corporations who have filed or have the right to file a lien against the improvements or real property which remain unsatisfied at the time of transfer

In the event any lien or other claim is asserted against the improvements or real property after conveyance, then Owners shall indemnify, defend and hold harmless the City from loss on account thereof, and in the event the City shall incur any expense in defense or resolution of such claim, then the City shall have a lien against any funds then or thereafter deposited pursuant to this Agreement for the satisfaction of such expense. Owners further agree that, if determined necessary by the City Engineer, they shall also grant to the City a permanent utility easement for the maintenance, replacement and repair of such facilities, the location and extent of which shall be determined by the City Engineer.

3. **RECORD DRAWINGS** Owner agrees to provide to the City, at Owners' expense, a complete set of record drawings for the facilities. Provision of said drawings shall be a prerequisite to City acceptance and approval of the facilities.

4. **BENEFITED AREA AND ASSESSMENTS.** Owners and City agree that the facilities described herein will directly benefit certain property not owned by Owners which is legally described on Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full, by enabling or facilitating development thereof. Pursuant to Chapters 35.72 and/or 35.91 RCW, the City agrees to assess a share of the costs of constructing said facilities against those owners of real estate located in the area described on Exhibit B who did not contribute to the original cost of the facilities constructed by the Owners under this Agreement, as follows:

(1) In the case of a sewer and/or water facility, those Owners who tap into and/or connect to said facility after this Agreement is recorded in the Snohomish County Auditor's office as required by Section 13.20.080 of the Monroe Municipal Code and during the term of this Agreement;

(2) In the case of a street improvement, those Owners who apply for a building permit after this Agreement is recorded in the Snohomish County Auditor's office as required in Section 13.20.080 of the Monroe Municipal Code and during the term of this Agreement for construction which, had it not been for construction of the facilities provided for in this Agreement, would not have been permitted without construction of similar facilities. The share for each parcel of real estate contained within the area described on Exhibit B shall be as specified in, or calculated pursuant to the method set forth on, Exhibit C, which is attached hereto and incorporated herein by this reference as if set forth in full.

5. **COSTS OF IMPROVEMENT.** An itemized estimate of the costs of the improvements or a statement of the actual, final construction costs, which has been approved by the City Engineer is attached hereto as Exhibit D. Owners shall provide to the City Engineer documentation of the actual total costs of construction no later than thirty (30) days after completion of the improvements. In the event that the actual costs are less than the estimated costs by 10% or more, assessments shall be recalculated by the City Engineer using the actual cost figures and an amended schedule of assessments shall be recorded by the City Engineer. Owners agree that, due to public notice and hearing requirements, actual construction costs in excess of the estimated construction costs approved by the City Engineer shall not result in recalculation of the assessments.

6 REIMBURSEMENT TO OWNERS/ADMINISTRATIVE FEE During the life of this Agreement, the City shall assess and use reasonable efforts to collect such fees as are provided for herein, and upon receipt of such fees shall deduct 5% for the City's costs of administration and remit the remainder to Owners within sixty (60) days after receipt of the reimbursement funds. Owners agree that the City shall not be liable for failing to collect any reimbursement payment called for by the terms of this Agreement and shall not be obligated to make any payment to Owners until the reimbursement fee has actually been received by the City. Owners agree to keep the City advised of Owners' current address, and agree that if the City is unable to make any reimbursement payment to Owners by forwarding the same to the last address on file with the City that, upon the expiration of 180 days from the receipt of such funds they may be returned to the party which paid them to the City and all further obligation of such party to pay reimbursement fees shall cease. The City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through this Agreement.

7. LOCAL IMPROVEMENT DISTRICT If this Agreement provides for construction of sewer or water facilities, the City agrees that, during the term of this Agreement, if a Local Improvement District or Utility Local Improvement District is established to construct sewer or water improvements which will be connected into or will make use of the facilities constructed under the provisions of this Agreement and which includes real estate whose owners did not contribute to the Owners' cost of constructing the facilities constructed under this Agreement, the City will include, in the cost of construction of the improvements financed by the Local Improvement District or Utility Local Improvement District and in the assessments on noncontributing property, a fair pro rata share of the cost of the facilities constructed by Owners.

8 TERM OF AGREEMENT. The Latecomer fees provided for in this Agreement shall be due and collected until October 3, 2022 which is not more than twenty (20) years from final acceptance of the improvements by the City. If the improvements are not yet completed, the Latecomer fees shall be due and collected for a period of twenty (20) years from the date of final acceptance by the City. Upon the expiration of said period this Agreement shall terminate and no obligation to pay Latecomers fees shall thereafter arise by virtue of this Agreement.

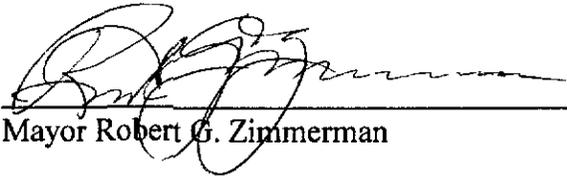
9. INDEMNIFICATION. Owners agree to indemnify and hold the City harmless from any liability for damages of any kind or nature whatsoever arising out of claims filed against the City as the result of any action taken pursuant to this Agreement, and shall defend the City whenever the City is named in a lawsuit in which this Agreement is at issue and pay all costs of such defense, including but not limited to, attorney's fees and expert witness fees. At the City's option, the City may elect to be defended in any such litigation by the City Attorney's office, and in such event Owners agree to reimburse the City for all costs of such defense, including attorney's fees and expert witness fees.

10. RECORDING This Agreement shall be recorded with the Snohomish County Auditor within thirty (30) days of the date hereof as required by RCW Chapter 35.72 and/or 35.91. Responsibility for recording and for payment of the costs thereof shall rest with the Owners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, _____

CITY OF MONROE

OWNERS

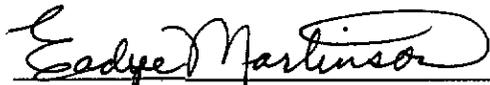


Mayor Robert G. Zimmerman

Print Name _____

Title (if signing for corporation)

ATTEST/AUTHENTICATE



Deputy City Clerk Eadye Martinson

Print Name: _____

Title (if signing for corporation)

OWNERS



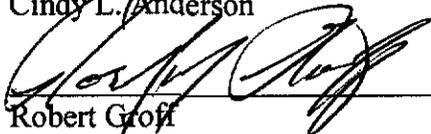
Rick L. Anderson

Print Name: Rick Anderson



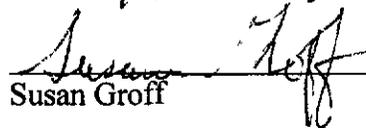
Cindy L. Anderson

Print Name: Cindy Anderson



Robert Groff

Print Name: Robert Groff



Susan Groff

Print Name Susan Groff

ACKNOWLEDGEMENT IF OWNERS ARE INDIVIDUALS

STATE OF WASHINGTON)

) ss.

COUNTY OF CLALLAM)

I certify that I know or have satisfactory evidence that Rick L. Anderson, Cindy L. Anderson, ~~Robert Groff, Susan Groff~~ are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: Sept 28th, 2011



Kimberly Flores
(Signature)

Kimberly Flores
(Print Name)

NOTARY PUBLIC

My appointment expires 9/30/12

STATE OF Washington
COUNTY OF Okanagan

On this day personally appeared before me Robert G. RFF
Susan G. RFF to me known to be the
individual described in and who executed the within and foregoing
instrument and acknowledged that he/she/they signed the same as
his/her/they free and voluntary act and deed, for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this
28th Day of September, 2011.

Paulette Waldron
Notary Public in and for the State of Washington
Residing at Port Angeles
My commission expires 5-2-13



STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Robert G Zimmerman and Eadye Martinson are the persons that appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it as Mayor and Deputy City Clerk of the City of Monroe to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument

DATED October 4, 2011

Vicki L Thayer
(Signature)

Vicki L Thayer
(Print Name)

NOTARY PUBLIC

Residing at Lake Stevens

My commission expires May 9, 2012

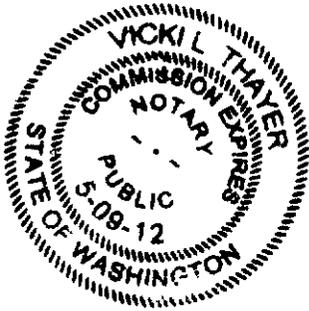


EXHIBIT A:**Construction Costs for Lift Station & Sewer****Fox Meadow pump station**

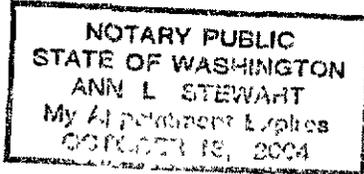
Engineering			\$	13,317
Manhole with slab			\$	7,203
Fencing enclosure			\$	1,476
Pump station			\$	49,327
Generator & transfer switch			\$	25,044
Electrical			\$	4,490
Forced main	582 lf	36.90	\$	21,478
Sub-total			\$	122,334
WSST			\$	10,521
Total for pump station			\$	132,855
Administration Cost		6% of total cost	\$	7,971
Total Value of Pump Station			\$	140,826
Number of ERU's within area served by Pump Station			\$	145
Pro rata share per ERU			\$	971.22
Number of ERU's subject to recovery			\$	113
Maximum recoverable amount			\$	109,747.49

Fox Meadow sewer lines

Engineering			\$	4,971
City of Monroe inspection fees			\$	2,827
8" PVC	1287 lf	23 63	\$	30,406
6" PVC	947 lf	18 41	\$	17,434
Sand for backfill & street compaction			\$	13,088
Sanitary manholes	4 each	2209.14	\$	8,837
Cleanout	1 each	429 56	\$	430
Sub-total			\$	77,992
WSST			\$	6,089
Total for sewer system			\$	84,081
Administration Cost		6% of total construction cost	\$	4,577
Total Value of Sewer System			\$	88,658
Number of ERU's within area served by Sewer System			\$	36
Pro rata share per ERU			\$	2,462.73
Number of ERU's subject to recovery			\$	4
Maximum recoverable amount			\$	9,850.92

EXHIBIT B: Bill of Sale for Sanitary Sewer & Lift Station

On this day personally appeared before me Robert and Susan Groff, Owner of said utility improvements for the purpose of executing the foregoing instrument Witness my hand and seal this 10th day of SEPTEMBER 2002



[Signature]
NOTARY PUBLIC in and for the State of Washington,
Ann L Stewart
NOTARY PUBLIC printed name
residing in PORT MUELLES, WA 98132
My commission expires 10-13-04

By accepting and recording this instrument, the City of Monroe accepts and agrees to maintain the foregoing utility improvements as part of the city's wastewater system in the same manner as though they had been constructed by the City

CITY OF MONROE

[Signature]
Mayor cc 8-21-02

ATTEST

[Signature]
City Clerk

EXHIBIT C: Map of Fox Meadow Pump Station Service Area

**SEE CITY OF MONROE
FOR SERVICE AREA MAP**

200210030173

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT AREA (SF)	% of Total Benefit Area	ERU's	Pro Rata Share
005173-001-006-00	Carmody, Thomas M 17606 Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-003-00	Nardone, Ronald J Trust 17527 163rd St SE Monroe Wa 98272	PO	7,405	1 00%	1	\$971.22
005173-002-004-00	Dyer, John H & Sharel T 17510 W Main St Monroe Wa 98272	PO	32,234	4 36%	8	\$7,769 73
005173-002-008-00	Martin, Donald D & Pamela W Main Street Monroe Wa 98272	PO	7,395	1 00%	1	\$971.22
005173-002-009-00	Meeds, Russell M 17522 West Main St Monroe Wa 98272	PO	7,405	1 00%	1	\$971 22
005173-002-010-00	Robey, R J. 17528 West Main St Monroe Wa 98272- 1934	PO	10,890	1 47%	2	\$1,942 43
005173-003-001-00	Sulymankhel, Nazir 17525 162nd St SE Monroe, WA 98272- 1933	PO	12,632	1 71%	3	\$2,913 65
005173-003-002-01	Rodland, Roy A West Main St Monroe, WA 98272	PO	10,454	1 42%	2	\$1,942 43
005173-003-004-00	Rodland, Wayne A. West Main St Monroe, WA 98272	GC	7,405	1 00%	1	\$971.22
005173-003-005-00	Rodland, Wayne A 17509 West Main St Monroe, WA 98272	GC	23,522	3 18%	5	\$4,856 08

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

005173-004-001-00	Amsberry, Jeffrey G & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-001-01	Amsberry, Jeffrey G & Kristie A 17625 West Main St Monroe, WA 98272	PO	9,148	1.24%	2	\$1,942.43
005173-004-002-00	Prop Mgmt Tax Title	PO	260	0.04%	0	\$0.00
005173-004-003-00	Budden, Sally 17625 West Main St Monroe, WA 98272	PO	7,841	1.06%	1	\$971.22
005173-004-004-00	Blackburn, Ray 17625 West Main St Monroe, WA 98272	PO	15,246	2.06%	2	\$1,942.43
005173-004-006-00	Ottini, Leo N & Shirley A 161st St SE Monroe, WA 98272	UR6000	13,504	1.83%	2	\$1,942.43
005173-004-009-00	Ottini, Leo 161st St SE Monroe, WA 98272	UR6000	13,068	1.77%	2	\$1,942.43
270602-004-007-00	Groeneveld, Henry J 17511 160th St SE Monroe, WA 98272	UR6000	24,394	3.30%	4	\$3,884.87
270602-004-008-00	Kriegel, Kathryn B 17509 160th St SE Monroe, WA 98272	UR6000	14,810	2.00%	2	\$1,942.43
270602-004-009-00	Thress, Kelli 17529 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-010-00	Hansen, Virginia 17603 160th St SE Monroe, WA 98272	UR6000	6,534	0.88%	1	\$971.22
270602-004-011-00	Gilman, Lester C 17521 160th St SE Monroe, WA 98272	UR6000	10,019	1.36%	1	\$971.22
270602-004-012-00	Howell, Wayne 17525 160th St SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-021-00	Firth, Robert J 15974 159th Dr SE Monroe, WA 98272	UR6000	33,977	4.60%	5	\$4,856.08

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

270602-004-036-00	Rehm, Ruth E 16008 159th Dr SE Monroe, WA 98272	UR6000	21,780	2.95%	3	\$2,913.65
270602-004-081-00	Dyer, John H & Sharel T 163rd St SE Monroe, WA 98272	PO	47,916	6.49%	12	\$11,654.60
270602-004-090-00	Kennedy, Thomas 17621 160th St SE Monroe, WA 98272	UR6000	20,038	2.71%	3	\$2,913.65
270602-004-092-00	Gohl, Steve W & Debbie 17527 160th St SE Monroe, WA 98272	UR6000	11,761	1.59%	1	\$971.22
270602-004-109-00	Ryder, Patrick A & Eva A 17433 160th St SE Monroe, WA 98272.	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-110-00	Shaw, Harry W 17513 160th St SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
270602-004-129-01	Firth, Robert J 16036 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
270602-004-130-00	Firth, Robert J 16052 174th Dr SE Monroe, WA 98272	UR6000	12,197	1.65%	2	\$1,942.43
008106-000-001-00	Firth, Robert J 15900 175th Dr SE Monroe, WA 98272	UR6000	19,602	2.65%	3	\$2,913.65
008106-000-002-00	Jurin, John 15916 175th Dr SE Monroe, WA 98272	UR6000	13,939	1.89%	2	\$1,942.43
008106-000-003-00	Firth, Robert J 15922 175th Dr SE Monroe, WA 98272	UR6000	15,246	2.06%	2	\$1,942.43
008106-000-004-00	Firth, Robert J 15944 175th Dr SE Monroe, WA 98272	UR6000	18,295	2.48%	3	\$2,913.65
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43
008106-000-006-00	Firth, Robert J 15974 174th Dr SE Monroe, WA 98272	UR6000	15,682	2.12%	2	\$1,942.43

**EXHIBIT D: Calculation of Benefits, Pro Rata Share &
Maximum Recovery Amount for Pump Station**

004574-001-001-00	Harris, Mark 17521 161st St SE Monroe, WA 98272	UR6000	8,806	1 19%	1	\$971 22
004574-001-002-00	Ide, Courtney 16021 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-003-00	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-004-01	Gohl, Fern 16015 175th Ave SE Monroe, WA 98272	UR6000	4,240	0 57%	1	\$971 22
004574-001-004-02	Nichols, Craig 17524 160th St SE Monroe, WA 98272	UR6000	13,115	1 78%	2	\$1,942 43
004574-001-006-00	Williams, Joseph W 16004 175th Ave SE Monroe, WA 98272	UR6000	8,875	1 20%	1	\$971 22
004574-001-007-00	Sorenson, R E 16015 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-008-00	Federico, Tony E 16016 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-009-00	Braa, Harold W 16022 175th Ave SE Monroe, WA 98272	UR6000	8,479	1 15%	1	\$971 22
004574-001-010-00	Olmstead, Lyle & Ruby 16028 161st St SE Monroe, WA 98272	UR6000	8,811	1.19%	1	\$971 22
004574-002-001-00	Fischer, Nadine R 17631 161st St SE Monroe, WA 98272	UR6000	10,454	1 42%	1	\$971.22
004574-002-002-00	Liddiatt, Erik D 17625 161st St SE Monroe, WA 98272	UR6000	10,090	1 37%	1	\$971 22
004574-002-003-00	Sunde, Thad A 17615 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22
004574-002-004-00	Maki, Blaine C 17609 161st St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22

EXHIBIT D: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Pump Station

004574-002-005-00	Piercy, John & Kristy 17603 161st St SE Monroe, WA 98272	UR6000	10,092	1 37%	1	\$971 22
004574-002-006-00	Dale, Michael E & Doris L 17604 160th St SE Monroe, WA 98272	UR6000	10,092	1 37%	1	\$971 22
004574-002-007-00	Albright, Michael G 17610 160th St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22
004574-002-008-00	Moir, David B 17616 160th St SE Monroe, WA 98272	UR6000	10,091	1 37%	1	\$971 22
MAXIMUM RECOVERY AMOUNT			738,656	100.00%	113	\$109,747 49

EXHIBIT E: Calculation of Benefits, Pro Rata Share & Maximum Recovery Amount for Sewer Mains

For the purpose of calculating benefits, the number of Equivalent Residential Units (ERU's) was determined by dividing the lot area by 6,000 sf for UR 6000 zoning, and by 4,000 sf for CG, LI & PO zoning.

PROPERTIES SUBJECT TO RECOVERY

APN	OWNER Site Address	ZONING	LOT SIZE (ACRES)	LOT AREA (SF)	% of Total Benefit Area	ERU' s	Pro Rata Share
008106-000-005-00	Firth, Robert J 15968 175th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
008106-000-006-00	Firth, Robert J 15974 174th Dr SE Monroe, WA 98272	UR6000	0.36	15,682	50.00%	2	\$4,925.46
MAXIMUM RECOVERY AMOUNT			0.72	31,364	100.00%	4	\$9,850.92

200210030173

STATE OF WASHINGTON } ss
COUNTY OF SNOHOMISH }

I, Carolyn Weikel, Snohomish County Auditor,
do hereby certify that the foregoing instrument is a
true and correct copy of the document now on file
or recorded in my office

In witness whereof, I hereunto set my hand this

21 day of Oct 2011
Carolyn Weikel
CAROLYN WEIKEL, County Auditor
Deputy

