

**SINGLE LOT DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is entered into this 20<sup>th</sup> day of January, 2009, between **RAINIER VIEW WATER CO., INC.**, a corporation organized under the laws of the State of Washington, hereinafter referred to as "Rainier View", and **Tim Schmidt**, hereinafter referred to as "Property Owner".

**RECITALS**

1. The Property Owner has proposed to build a single family home on the property described below and desires to connect to Rainier View's water system.
2. Rainier View owns and operates a public water system, and is willing to provide water service to Property Owner under the terms of this Agreement and its tariff.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits to be derived, it is agreed as follows:

**AGREEMENT**

1. Property Owner shall install an internal lot water distribution line at the location described below:

Address: **5228 245<sup>th</sup> St Ct E**

Parcel# **0318245032**

2. After the Date of Acceptance, as defined herein and all fees are paid, Rainier View shall install a service connection at the property line of the location described in Paragraph 1, in accordance with its tariff.
3. From the Date of Acceptance, Rainier View shall, subject to approval by the Washington Utilities and Transportation Commission, provide service to the property.

As used in this Agreement, Date of Acceptance is the date of payment by Property Owner of all sums owed by Property Owner under this Agreement.

4. Nothing in this Agreement entitles Property Owner or Property Owner's successors or assigns to connect to Rainier View's water system, except in accordance with the terms, conditions and charges in Rainier View's tariff filed with the Washington Utilities and Transportation Commission.
5. Rainier View does not warrant delivery of any specific quantity of water, and Rainier View's Standards and Conditions, copies of which are available at Rainier View's office, are designed to produce only the minimum state standards in effect at the time of this Agreement. Such standards may not be sufficient for large lots, agricultural use or highly landscaped lots. Property Owner is relying on Property Owner's own knowledge to determine the adequacy of the state service levels to meet Property Owner's needs and those of Property Owner's assigns and successors in interest.
6. Property Owner shall pay ONE THOUSAND TWO HUNDRED TEN Dollars (\$1,210.00) per residential equivalent for which water service is proposed to be provided by the System Extension as a Developer Contingency Charge. In addition, Developer shall pay FIVE THOUSAND TWO HUNDRED SEVENTY Dollars (\$5,270.00) per residential equivalent for which water service is proposed to be provided by the System Extension as a Supplemental Developer's Fee. Payment of the sums under this paragraph shall be due and payable within five (5) days of the date this Agreement is approved by the Washington Utilities and Transportation Commission, which approval may occur by the passage of time (thirty days after filing).
7. Property Owner shall pay to Rainier View ONE HUNDRED Dollars (\$100.00) for Rainier View's attorney fees for the development and filing of this Agreement.
8. This Agreement may be terminated by Rainier View, at Rainier View's discretion, upon ten (10) calendar days' written notice to Property Owner, if Property Owner fails to

pay any amounts due under this Agreement when due. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

If this Agreement is terminated under this provision, Rainier View shall have no obligation to provide service to Property Owner or Property Owner's successors or assigns.

9. Rainier View shall have no obligation to maintain or repair service lines or other equipment or appurtenances on the Property Owner's side of the meter.

10. Miscellaneous.

a. Jurisdiction. This Agreement is made with reference to and is intended to be construed in accordance with the laws of the State of Washington. The parties agree that the venue for any suit brought hereunder shall be laid exclusively in Pierce County, Washington.

b. Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, assigns and personal representatives of the parties.

c. Execution of Counterpart. This Agreement shall be executed separately or independently in any number of counterparts, each and all of which together shall be deemed to have been executed simultaneously and for all purposes be one agreement.

d. Construction. This Agreement shall not be construed more favorably to one party over another, notwithstanding the fact that one party, or its attorney, may have been more responsible for the preparation of the document.

e. Attorney's Fees. In the event that any party hereto retains an attorney to enforce any of the provisions hereof, then the substantially prevailing party shall be entitled to reasonable attorney's fees incurred in both trial and appellate courts, or fees incurred without suit and all court and accounting costs.

f. Survival. All of the obligations (except to the extent performed), warranties and representations in this Agreement shall survive the closing.

g. Amendment. No modification, amendment, addition to, or termination of this Agreement nor waiver of any of its provisions shall be valid or enforceable unless in writing and signed by all parties.

h. Waiver. No failure on the part of either party to exercise, and no delay in exercising, any rights hereunder shall operate as a waiver thereof; nor shall any waiver or acceptance of a partial, single or delayed performance of any term or condition of this Agreement operate as a continuing waiver or a waiver of any subsequent breach thereof.

i. Notices. Any notice provided for in this Agreement shall be deemed given if it is in writing and is personally delivered or sent by certified mail, postage prepaid, return receipt requested, and delivered or addressed as set forth below, or to such other address as the parties may hereafter designate by notice given in the same manner.

To Rainier View: RAINIER VIEW WATER COMPANY, INC.  
P.O. BOX 44427  
TACOMA, WA 98448-0427

To Property Owner: Tim Schmidt  
PO Box 1365  
Graham WA  
98338  
Home Phone# 253 222-6833  
Fax# 253 840-9533  
Cell# 253 222-6833

j. Effective Date. The effective date of this Agreement shall be thirty (30) days after this Agreement is filed with the Washington Utilities and Transportation Commission (WUTC), but may be extended if the WUTC suspends the Agreement.

EXECUTED by the parties the date first above written.

RAINIER VIEW WATER CO., INC.

By: 

Its: MANAGER

PROPERTY OWNER:

Tim Schmidt

(Print Name)

By: 

(Signature)

Its: Property Owner

(Title e.g., Property Owner, Contractor)



Pierce County Assessor-Treasurer  
electronic Property  
Information Profile (e-PIP)



Ken Mad  
Assessor-T



Pierce County Home Assessor-Treasurer Home Parcel Search Sales Search Recorded Documents Permit  
Summary Taxes/Values Land Buildings Sales Map

### Parcel Map for 0318245032

09/16/

Taxpayer Details	Property Details
<b>Taxpayer Name:</b> SCHMIDT TIMOTHY L	<b>Parcel Number:</b> 0318245032
<b>Mailing Address:</b> 408 8TH AVE NE PUYALLUP WA 98372-2938	<b>Site Address:</b> 5228 245TH STCT E
	<b>Account Type:</b> Real Property
	<b>Category:</b> Land and Improvements
	<b>Use Code:</b> 9100-RES VACANT LAND

  

For additional mapping options, visit [Public GIS](#)

I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of indivi commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any in system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or z