

**CROSS VALLEY WATER DISTRICT**  
**APPLICATION AND AGREEMENT FOR PERMISSION TO CONSTRUCT EXTENSION**  
**TO WATER DISTRIBUTION SYSTEM**

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*Project Name and Number*

The undersigned (the "Developer") makes application to the Cross Valley Water District (the "District") for permission to construct and install an extension in the easement and franchise areas of the District and/or on easements which are subject to the District's approval, and to connect the extension to the water distribution system of the District, and makes the following representations and agreements:

**1. LOCATION OF EXTENSION.**

The proposed extension, described in Section 2 below, will be installed in road franchise areas, easements and/or on other approved rights-of-way, and shall be for the use and benefit of the property described below, which property is owned by the Developer and/or other persons who are contributing to the costs of said extension and who join in this application ("Additional Owners"). The extension shall be extended to the furthest edge of the Developer's property and/or through the property to the furthest boundary to provide for future extensions of the water system and developments. The Developer's property is described as follows (if the legal description is not set forth or is incorrect, then, at the option of the District, the District may cause the legal description or corrected legal description to be inserted below or attached to this Application and Agreement):

Description of Property

## **2. DESCRIPTION OF EXTENSION.**

The proposed extension shall consist of approximately \_\_\_\_\_ lineal feet of water pipe and appurtenances and shall be installed in accordance with plans and specifications provided or approved by the District's Engineer and the Standards and Conditions for Constructing Extensions to the Water System adopted by the District, which include, but are not limited to, resolutions, general conditions, engineering specifications, standard plans and other instruments or documents which are on file in the District's office and in the office of the District's Engineer, or detailed plans and specifications as prepared and/or approved by the District and/or its Engineer pursuant to this Application, the terms and conditions of which are, by this reference, made a part hereof, as though set forth in full herein.

## **3. CONNECTION FEE CHARGE.**

The District presently has a connection fee charge for all property in its boundary. Payment of the connection charges will be required to be made at the time of the water meter application and water meter installation.

## **4. EXTENSION FEE - Design by the District's Engineer.**

If the Developer elects to have the District's Engineer design the extension, extension fees shall be paid by the Developer in consideration of the District providing the following services:

### **a. Basic Engineering and Administrative Services.**

1. General consultation with the Developer regarding the District's requirements and procedures for the Developer to make a water system extension, and the administration of this Developer Extension Agreement.
2. Preliminary review of the proposed development and preliminary layout of the required water main extension in accordance with the District's Water Comprehensive Plan.
3. Preparation of the contract plans, specifications, and bill of sale forms.
4. Submittal of contract plans and specifications to the regulatory agencies for approval.
5. Application for State and County permits, but not to include Corps of Engineers, Shoreline Management or SEPA applications or requirements.
6. Consultation with the Developer during the period of this Agreement regarding the extension design, District specifications, and other District requirements.

The fee for basic engineering and water administering services shall be as identified on the estimated financial summary sheet.

### **b. Construction Engineering Services.**

1. Review of developer-provided construction stakes as required.
2. Observation of the construction in progress as required.

3. Observation of the pressure test required by the specifications, and any re-testing which may be necessary, and sampling of the completed water main after flushing and submittal to the Washington State Department of Health for bacteriological examination.
4. Final review of the complete water main extension and preparation of a report setting forth any deficiencies that may exist.
5. Review of deficient work and final two-year review.
6. Final review of the completed water main extension and examination of require documents to assure that the District has legal title to the necessary easements and/or rights-of-way, review and approval of the Developer's warranty and bill of sale and preparation of a final recommendation of acceptance of the water system by the District.
7. Revision of drawings to conform with construction records. Provide certification to Department of Health.

The fee for construction Engineering services shall be on an actual time and expense basis. An estimated deposit shall be made in the amount to cover the actual time and expense cost of providing construction Engineering and Inspection services.

**c. Legal Services.**

1. Amendment of the comprehensive plan.
2. Review of Developer Extension Agreement and any special agreements required by the District for the extension.
3. Resolution accepting developer extension agreement.
4. Review of easements as required.
5. Resolution of acceptance of use and operation.
6. Resolution accepting title, review of the bill of sale and performance/maintenance bonds.

The minimal deposit fee for legal services shall be \$300.

**d. Additional Professional Services.**

1. Revision of the contract plans, and specifications and work occasioned by the need, request or act of the Developer related thereto.
2. Obstruction, delay or prevention of construction staking, replacement of stakes and additional staking.
3. Reinspection of deficient work.
4. Additional legal fees may be charged on a time and expense basis where a special contract is required and/or special problems arise with such third parties as Snohomish County, the Boundary Review

Board, Department of Health, State Highway Commission, and others, in order for the District to enter into the developer extension and which requires the representation of District's legal counsel.

5. Engineering design of pressure reducing stations, booster pumps or other special facilities.
6. In the event this agreement is referred or placed with the hands of attorneys by the District for enforcement of any portion, or if suit is instituted with respect to this agreement, than, in either event, the Developer and additional owner shall pay reasonable attorney's fees as may be incurred by the District or awarded by the court, court costs, all expenses in connection therewith, as may be incurred by the District.
7. Additional services such as design surveys and easement preparation shall be provided on a time and expense basis.

**e. Other Costs.**

1. All fees and additional charges as required by governmental agencies such as: any permits and fees, connection fee charges, publication notifications, and other such additional costs shall be based on actual invoice amounts of each such fee or charge.
2. In the event the Developer fails to pay any of the extension fees and charges required by this Agreement when due as determined by the District, the charge shall then be delinquent and shall accrue interest at the rate of TWELVE percent (12%) per annum until paid. In addition, the District shall be entitled to file a lien against the property described in Section 1 above in the event of non-payment, and to foreclose such lien pursuant to RCW 57.08.081, as such statute now exists or may be revised, amended, or superseded in the future.

**5. EXTENSION FEE - DESIGN BY THE DEVELOPER'S ENGINEER.**

If the Developer's engineer designs the extension, extension fees shall be paid by the Developer in consideration of District providing the following services:

**a. Basic Engineering and Administrative Services.**

1. General consultation with the Developer regarding requirements of the District, the procedure for the Developer to make a water system extension and administration of the developer extension agreement.
2. Preliminary review of the proposed development and preliminary layout of the required water main extension in accordance with the District's water comprehensive plan.
3. Redrafting of construction drawing to conform to District standards.
4. Consultation with the Developer during the period of the extension agreement regarding the extension design, District's Specifications, and other District requirements.

Developer shall pay with the submission of their application an amount equal to that identified on the estimated Financial Summary sheet.

**b. Construction Engineering Services.**

1. Provide one complete set of construction stakes.
2. Observation of the construction in progress as required.
3. Observation of the pressure test required by the specifications and of any re-testing which may be necessary and sampling of the completed water main after flushing and submittal to the Washington State Department of Health for bacteriological examination.
4. Final review of the completed water main extension and preparation of a report setting forth any deficiencies that may exist.
5. Review of deficient work and final two-year review.
6. Final review of the completed water main extension and examination of required documents to assure that the District has legal title to the necessary easements and/or rights-of-way, review and approval of the Developer's warranty and bill of sale and preparation of a final recommendation of acceptance of the water system by the District.
7. Revision of drawings to conform with construction records. Provide certification to Department of Health.

The fee for construction Engineering services shall be on an actual time and expense basis. An estimated deposit shall be made to cover the actual time and expense cost of providing construction Engineering & Inspection services.

**c. Legal Services**

1. Amendment of the comprehensive plan.
2. Review of developer extension agreement and revision of comprehensive plan.
3. Resolution accepting developer extension agreement.
4. Review of easements as required.
5. Resolution of acceptance for use and operation.
6. Resolution accepting title, review of the bill of sale and performance/maintenance bonds.

The minimal deposit fee for legal services shall be \$300.

**d. Additional Professional Services.**

1. Revision of the contract plans, and specifications and work occasioned by the need, request, or act of the Developer related thereto.
2. Obstruction, delay or prevention of construction staking, replacement of stakes and additional staking.
3. Re-inspection of deficient work.

4. Additional legal fees may be charged on a time and expense basis where a special contract is required and/or special problems arise with such third parties as Snohomish County, the Boundary Review Board, Department of Health, State Highway Commission, and others, in order for the District to enter into the developer extension and which requires the representation of District's legal counsel.
5. Engineering review of pressure reducing stations, booster pumps or other special facilities.
6. In the event this agreement is referred or placed with the hands of attorneys by the District for enforcement of any portion, or if suit is instituted with respect to this agreement, then, in either event, the Developer and additional owner shall pay reasonable attorneys' fees as may be incurred by the District or awarded by the Court, court costs, all expenses in connection therewith, as may be incurred by the District.
7. Additional services such as design surveys and easement preparation shall be provided on a time and expense basis.
8. Costs to prepare a developer reimbursement agreement spreading of the costs to other benefited properties and filing with Snohomish County.

**e. Other Costs.**

1. All fees and additional charges as required by governmental agencies, such as: any permits and fees, connection fee charges, publication notifications, and other such additional costs, shall be based on actual invoice amounts of each such fee or charge.
2. In the event the Developer fails to pay any of the extension fees and charges required by this Agreement when due as determined by the District, the charge shall then be delinquent and shall accrue interest at the rate of TWELVE percent (12%) per annum until paid. In addition, the District shall be entitled to file a lien against the property described in Section 1 above in the event of non-payment, and to foreclose such lien pursuant to RCW 57.08.081, as such statute now exists or may be revised, amended, or superseded in the future.

**6. PREPARATION OF CONSTRUCTION PLANS**

**a. By the District's Engineer.**

The Developer shall furnish two (2) copies of the final plat map, contour map, and proposed road profile and drainage sheets prior to the District's ordering of the engineering plans from its Engineer. The contour elevation and road profile elevations shall be referenced to NAVO 88 vertical datum.

The final plat map shall be to the scale of 1 inch = 50 feet or 1 inch = 100 feet. The contour map shall have a scale of 1 inch = 50 feet and contour intervals of 5 feet or less. The road profile sheets may be to any suitable scale as selected by the Developer.

The Developer shall provide a minimum of one benchmark, data being NAVO 88, on the project site and the elevation and location of the benchmark shall be indicated on the maps furnished by the Developer.

The Developer shall submit all additional information required and listed by the Check List, Developer's Extension, paragraph 7.

**b. By the Developer's Engineer.**

The plans may be prepared by the Developer through a licensed Engineer and plan checked by the District's Engineer in accordance with the Developer's Agreement. Should the Developer choose to have the plans prepared by their own Engineer, then the following requirements must be met.

**1. General Drawing Requirements.**

- a. Original drawings will be on 22"x34" sheets. If drawings exceed one (1) sheet, a cover sheet will be provided.
- b. No combined water and sewer plans will be accepted.
- c. Plan scale to be 1" = 50' only.
- d. Plan to show right-of-way line, centerline of right-of-way, lot lines, lot numbers, and street names.
- e. Fittings and valves to be drawn.
- f. Complete description of each fitting and valve to be called out on the construction plans.
- g. Size, type of pipe, distance between fittings shall be shown.
- h. Location of line, bends, valves, fire hydrants, etc., shall be shown in such a manner that the system can be staked for construction.
- i. The title block will be located in the lower right corner of the sheet to be read from the bottom of the sheet. The sheet shall have a 1/2" border all around with an extra 1" on the left side for binding.
- j. Plan view will normally be oriented so that north is either to the left or up on the sheet.
- k. Scale of drawings both scale and bar scale to be shown.
- l. Drawings shall contain a vicinity map, name of the District, an approval block for the District, Engineer's seal and signature, name of the engineering firm, Developer's name; date and north arrow(s), list of required construction notes, Section, Township, Range and SCAS datum.
- m. Permanent easements shall be shown.
- n. All improvements, proposed or existing, structures, shall be shown.
- o. Current water pressure.

**2. General Notes.**

The general notes shall be placed on at least one sheet of the plans.

**3. As-Builts.**

The Developer/Contractor shall maintain on the jobsite project plans and drawings marked to indicate District-approved plan revisions made in the field and other details of construction. Also, all water and sewer features, such as valves, hydrants, meters, manholes, rim, and invert elevations, etc. shall be surveyed upon completion of construction and the

resulting information included on the drawings. The drawings shall be made available upon completion of the project to the District for use in preparation of "as built" records by the District Engineer. The Developer shall be responsible for the cost of any required "as built" drawings as prepared by the District Engineer.

**Hard Copies:** The Developer/engineer at their cost shall submit a clear and legible copy of the as-built of the project either as copy or as a PDF and as an AutoCAD file prior to final acceptance of the extension improvements.

**Electronic data:** All relevant structures shall be survey located. The survey location of the points shall be based on the Washington State Plane North coordinate system, NAD 83/91 horizontal datum and NAVO 88 vertical datum.

The as-built submittal shall include a text document identifying the method of collection: RTK, GPS, or conventional survey and the published survey grade reference points used to establish the coordinate datum. Alternately, projects surveyed using RTK constrained to the Washington Reference Station Network as the method of establishing the coordinate datum, will be accepted.

The survey data can be included as point blocks in a digital ACAD file, may be submitted as an ESRI shape file, or may be submitted as an ASCII point file. All points must be attributed to include the type of structure and the following items (in addition to geographic location):

<u>Component</u>	<u>Location Point</u>	<u>Attributes</u>
Valve	Center of Lid	size, type, mfg, yr, depth of valve
Hydrant	Center Top	size, type, mfg, yr, depth of bury
PRV	Center Hatch	size, elevation @ top of pipe, mfg, yr
Meter	Center Box	size, type, mfg, yr
Air Vac	Center Box	size, type, mfg, yr
Blow-off	Center Box	size, type, mfg, yr

**GENERAL NOTES:**

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS SPECIFIED IN THE CROSS VALLEY WATER DISTRICT STANDARD SPECIFICATIONS AND STANDARD DETAILS.
2. ALL WORK IN ROAD RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH SNOHOMISH COUNTY DESIGN STANDARDS AND SPECIFICATIONS. NO WATER LINE SHALL BE CONSTRUCTED AT DITCH OR SWALE CENTERLINE.
3. EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE CORRECT LOCATIONS BEFORE DIGGING. THIS MAY BE DONE BY CALLING 1-800-424-5555 or 811 FOR THOSE UTILITIES PARTICIPATING IN ONE-CALL AND BY DIRECT CONTACT OF ALL OTHER AFFECTED UTILITY COMPANIES OR MUNICIPALITIES.
4. THE CONTRACTOR SHALL LOCATE AND VERIFY OTHER UNDERGROUND IMPROVEMENTS PRIOR TO CONSTRUCTION.
5. DUCTILE IRON PIPE SHALL BE STANDARD THICKNESS CLASS 52 CEMENT LINED, UNLESS OTHERWISE NOTED ON PLAN OR IN THE STANDARDS.
6. ALL PIPE SHALL BE POLY WRAPPED PER AWWA C105 AND INSTALLED WITH LOCATOR WIRE PER THE ENGINEERING SPECIFICATIONS.

7. ALL PIPE SHALL BE INSTALLED WITH IMPORT PIPE BEDDING PER THE ENGINEERING SPECIFICATIONS.

8. ALL SERVICES SHALL BE SINGLE WITH 1" PIPE PER STANDARD DETAIL UNLESS DEVELOPER REQUESTS A LARGER METER.

9. ALL VALVES SHALL BE DUCTILE IRON BODY, RESILIENT SEAT GATE VALVES PER THE ENGINEERING SPECIFICATIONS.

10. THE CONTRACTOR SHALL GIVE CROSS VALLEY WATER DISTRICT A MINIMUM OF 72 HOURS' NOTICE PRIOR TO CONNECTING TO THE EXISTING SYSTEM. DEPENDING ON WEATHER OR CUSTOMERS THE DEVELOPER WILL BE REQUIRED TO PROVIDE EMERGENCY WATER IF REQUESTED.

11. CONSTRUCTION SHALL NOT BEGIN WITHOUT WRITTEN APPROVAL OF CROSS VALLEY WATER DISTRICT.

12. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES IN CONFORMANCE WITH SNOHOMISH COUNTY REQUIREMENTS, INDUSTRY STANDARD BEST MANAGEMENT PRACTICES AND REQUIREMENTS INCLUDED IN PROJECT GRADING, STORM DRAINAGE AND T.E.S.C. PLANS AND SPECIFICATIONS.

OWNER UPON COMPLETION:

CROSS VALLEY WATER DISTRICT  
8802 180th STREET SE  
SNOHOMISH, WASHINGTON 98296-4804

**4. Approval Signatures.**

All plans shall have provisions for approval signatures of the Cross Valley Water District, as indicated below.

APPROVED \_\_\_\_\_  
Cross Valley Water District Date

**5. Submittal of Approved Plans to District.**

After the plans have been approved by the District, the Developer shall furnish the District an electronic copy and three full size sets of paper copy. After the Developer has provided the District with the approved electronic copy required above, the District will obtain the right-of-way permit from the appropriate governmental agency.

**7. EVIDENCE OF INSURANCE.**

The Developer shall provide the District with written evidence of insurance covering public liability and property damage. The District and the Engineer shall be named as additional insureds. The coverage limits shall be not less than the amounts provided in Paragraph 4b of the General Construction Provisions.

## **8. HOLD HARMLESS PROVISION.**

The Developer shall indemnify, defend and hold the District and the District's officials, employees, agents and engineers ("Indemnitees") harmless from and against all losses and claims, injuries, demands, payments, suits, actions, recoveries, costs, expenses and judgments of every nature and description, including attorney's fees, brought or recovered against the Indemnitees arising out of or in connection with the performance of any work relating to the extension, or any act or omission of the Developer, and for any cost or expense incurred by any Indemnitee in connection therewith, including overhead expense and reasonable attorney's fees and costs attributable thereto; except for damages caused by the sole negligence of an Indemnitee. If suit in respect to the foregoing is filed, then the Developer shall appear and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, then the Developer shall pay the same.

The Developer shall indemnify, defend and hold the Indemnitees harmless from any liability or expense, including reasonable attorney's fees, by reason of the Developer's (or Developer's employees or contractors) breach of any covenant contained in any franchise or permit granted by state, city, or public or private utility to the District for the purpose of enabling the Developer to undertake construction within any right-of-way or on any off-site property.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Developer, or the Developer's agents, and the District, the Developer's liability under this Section shall be only to the extent of the Developer's or the Developer's agent's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the Developer's waiver of immunity under Title 51 RCW, relating to Industrial Insurance, solely for the purposes of this indemnification. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES

In any claim against an Indemnitee by any employees of the Developer, its contractor, or any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer, Contractor, or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other employee benefit acts. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

## **9. CONTRACTORS, SUBCONTRACTORS, LABORERS AND MATERIALMEN.**

The District has a substantial interest in determining that the extension is to be constructed and connected to the existing system of the District in a good, workmanlike manner and, therefore, the Developer and/or additional owners agree to submit the names of all contractors, subcontractors, materialmen and suppliers, or in the event that the owner or additional owners are contractors, then a statement that the Developer or additional owners will perform the improvement, and the District reserves the right to approve or disapprove of the same, which approval the District will not unreasonably withhold. However, in determining whether the Developer, additional owner, contractor, subcontractor, materialmen, or laborer is or is not satisfactory, the District can take into consideration said parties' prior experience in said improvements, available manpower and equipment, financial ability, prior work performed by said party for or on behalf of the District, and the recommendation of the District's engineer. The name shall be submitted to the District no later than 14 days prior to any construction being performed pursuant to this Agreement and, if the party is not acceptable to the District, the District will so notify the Developer within five business days after notification is given to the District, whereupon the Developer and/or additional owner shall re-submit alternates and said alternates shall likewise be subject to the same approval, upon the same criteria as the original party submitted, and notification will be given by the District within the same period of time specified.

Work shall be done only by contractors experienced with installing water mains.  
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**10. NO THIRD PERSON SHALL HAVE ANY RIGHTS HEREUNDER.**

This Agreement is made entirely for the benefit of the District and the Developer and successors in interest and no third person or party shall have any rights hereunder whether by agency or as a third-party beneficiary or otherwise.

**11. PERFORMANCE BOND/MAINTENANCE BOND.**

The Developer shall furnish to the District an assurance device (cash or performance bond) of a type and in a form approved by the District in an amount equal to the District Engineer's estimated cost of the project, or actual cost, if known, whichever is less, prior to the staking of the extension for construction. The assurance device shall require completion of all work within a period of two years from the date of this Application with the District in accordance with the provisions of this Application and that any defective work or material discovered by the District within two years after the extension has been accepted shall be corrected or replaced by the Developer in accordance with this Application.

The assurance device shall also secure payment by the Developer of all persons furnishing labor and materials and shall hold the District harmless from any claims thereof, whether any such claim should arise under the public works lien statutes, or the mechanics lien statutes of the State of Washington, and compliance with the formal requirements of either or both of said statutes shall not be a condition to recovery under said assurance device.

The District shall not be obligated to provide water service to the property described in this Agreement if construction by third parties of facilities to be deeded to the District has not been completed and title accepted by the District if such third-party facilities are necessary to provide water service to the property.

Such acceptance by the District shall not relieve the Developer of the obligation to correct defects in labor and/or materials as provided in this Agreement and/or the obligations set forth in applicable paragraphs hereof. After acceptance of the extension by the District and the transferring of title to such extension to the District, the Developer shall furnish to the District a maintenance bond (cash or bond) which shall continue in force from the date of acceptance of said extension for a period of two years. The bond shall be in a form as contained herein and shall require the Developer and/or the bonding company to correct defects in labor and materials which arise in said system for a period of two years from the date of acceptance of the system and transfer of title.

**12. STATE AND/OR SNOHOMISH COUNTY BOND.**

The Developer shall furnish bonds required for work in State or County rights-of-way.

**13. EASEMENTS.**

Any required easements, including off-site easements, shall be obtained by the Developer at their sole cost and expense and a true copy of such easement, on the standard Cross Valley Water District form, shall be delivered to the District prior to the time the Developer commences construction under this Agreement. All easements shall be reviewed and approved by the District's Engineer prior to obtaining signatures and approvals for recording. Upon completion of construction and prior to acceptance of said extension by the District, the original easement shall be delivered to the District. The Developer shall provide all necessary easement(s) at their sole cost regardless of changes in the Contract Plans, together with evidence of title. A title insurance policy in sum not less than \$1,000 per 500 feet of easement may be required by the District for any off-site easements, establishing clear title in grantor.

In the event that legal services are required incident to easements beyond review of the form thereof, the costs of such services shall be paid by Developer in the amount as billed to the District before acceptance of the proposed extension.

**14. PERMITS.**

All the necessary permits from any governmental agency shall be obtained by the Developer directly or, if required, the District will obtain the same, but at Developer's expense; and the District shall be provided with a copy of all such permits before construction commences. The Developer shall reimburse the District for all District costs incurred on the Developer's behalf for permits, inspection fees and other charges imposed by any governmental authority.

If the development work occurs within the Right-of-Way of unincorporated Snohomish County or the Washington State Department of Transportation (WSDOT), a utility permit is required from the County or WSDOT for the Developer Extension. The District shall apply for the utility permit and provide a copy to the Developer upon approval.

**15. GRADING OF ROADS.**

The Developer shall grade all roads to the design subgrade elevation prior to the start of construction and shall advise the District in writing of any changes which may be contemplated during construction. If the Developer changes the subgrade elevation of the road after completion of the extension, or any part thereof, the Developer shall be responsible for all costs incurred to raise or lower the water lines and/or water services as required to return water line to design depth, as a result of said change in subgrade elevation. This obligation shall remain in full force until Snohomish County or other applicable agency having jurisdiction over the streets and roadways releases the right-of-way or road construction bond or bond of other description in connection with the Developer's obligation to the County for restoration of the roads and streets on which construction has been performed or affected.

**16. MAINTENANCE OF CORRECT ALIGNMENT AND GRADE.**

The Developer and their Contractor shall maintain the correct alignment and grade. The Developer and their contractor shall make gradual changes in grade and provide straight grades through localized breaks in grade. The District requires approval of the use of vertical bends and all options shall be explored prior to the use of vertical bends.

**17. CONNECTION TO THE DISTRICT'S SYSTEM.**

Not less than 72 hours prior to the time that the extension is partially or fully completed and connection to the District's system is desired, written application for permission to make the actual connection to the District's system at a specified time shall be made by the Developer or their Contractor. All connections to the existing system and all testing of the new line shall require authorization of the District and its Engineer and/or their authorized representatives.

Opening of valves and use of water from the District's system will be done by the District and/or its authorized representative. The District reserves the right to require that connections be made by live tap where disturbance of water service would, in the opinion of the District, be unduly detrimental. The District may elect to make connections to the existing system and the Developer shall pay all costs for the connection.

**18. CONDITION PRECEDENT.**

Compliance with the terms and conditions of this Agreement and all applicable resolutions of the District shall be a condition precedent to the District's obligation to accept a bill of sale and a condition precedent to the District's agreement to maintain and operate the water system and to provide water service to the real property that is the subject of this Agreement and, particularly, without limiting the generality of the aforesaid, the District shall be under no obligation to allow connections to the water system of any portion of the property described in this Agreement if there

are any fees or costs due and owing to the District arising from this Agreement or from regulations, resolutions, or ordinances of any governmental agency.

The District shall not be obligated to provide water service to the property described in this Agreement if construction by third parties of facilities to be deeded to the District have not been completed and title accepted by the District if said thirty party facilities are necessary to provide water service to the property described in this Agreement.

## **19. ACCEPTANCE FOR USE AND OPERATION.**

**SUBDIVISIONS.** At such time as the extension is partially completed or it is not ready for acceptance of title by District by reason of other uncompleted plat improvements, and one or more residences therein are in need of water service, the District may, in its absolute discretion, accept the extension or any portion of the extension in a platted subdivision for use and operation only and authorize temporary water service to designated residences. In order to ensure that the Developer will complete the extension in the entire subdivision or specific phase thereof for which this Application is filed, the District reserves the right to designate the number of residences or other structures which can be connected to the facilities for temporary services upon acceptance of a partially completed extension for use and operation by the District. The District also reserves the right to refuse to connect all residences or other structures to the water system as installed until the District can be assured that the extension will be completed in accordance with this Application.

**OTHER EARLY/CONDITIONAL ACCEPTANCE.** The Developer may request a conditional acceptance if all final acceptance documentation, excluding the maintenance bond, and all work is completed, but before the final paving, facility raising, and other related work has been completed.

If the Developer requests conditional acceptance of the water facilities under this provision, the District will grant conditional acceptance of the water facilities for use and operation on the condition that the Developer furnishes the District with a performance guarantee to guarantee installation and completion of all required work and improvements in accordance with this Agreement and all District resolutions, policies and standards, and the performance of all of the Developer's obligations under this Agreement. The Developer shall furnish the District with cash in lieu of a corporate surety maintenance bond as the required performance guarantee.

The request for conditional acceptance of the extension will be brought before the Board of Commissioners for approval of the request by motion. After the Developer notifies the District that the final paving or other remaining work is complete and the work is to District standards and specifications, the extension will move to final acceptance.

## **20. FINAL ACCEPTANCE.**

The District agrees to accept title to the extension at such time as all work which may, in any way, affect the extension has been completed, any damage to any portion of the District's water system which may have been caused by the Developer or the extension has been repaired, and District's Engineer has made final inspection and given approval of the extension as having been completed in accordance with the plans and Specifications.

The Developer shall execute and deliver to the District a Certificate of Cost, Bill of Sale and Affidavit of No Liens in the form approved or furnished by the District containing the warranty set forth in the General Construction Provisions, entitled, "Contractor Responsibility for Work". Upon acceptance of title by the District, the extension shall be subject to the control, use and operation of the District and all regulations applicable to service and charges for service as

established by District from time to time. All District fees and costs must be paid, and all required easements provided prior to acceptance.

All work in County or State rights-of-way must be approved in writing by those entities having jurisdiction.

The District's acceptance of the extension shall not relieve the Developer of the obligation to correct defects in labor and/or materials as provided in the Agreement and/or any other obligation stated in this Agreement. After acceptance of the extension by District and the transferring of title to the extension to the District, the Developer shall provide the District a maintenance bond in the form required by the District, which shall continue in force from the date of acceptance and transfer of title for a period of two (2) years. The bond shall require the Developer and the bonding company to correct defects in labor and material which arise in the extension for a period of two (2) years from the date of acceptance and transfer of title.

The date of acceptance shall be the date the Board of Commissioners accept the extension by resolution.

## **21. LIMITATION OF PERIOD FOR ACCEPTANCE.**

The extension shall be completed and finally accepted within two years of date of acceptance of this Application and Agreement by the District. If the extension is not completed and finally accepted within the two-year period, then the Developer's rights under this Agreement shall cease and no additional service shall be connected to such extension unless and until Developer shall make a new Application or the District consents to the renewal of the existing Application and the Developer shall pay the additional administrative, legal, engineering, and inspection costs involved, all as determined by the District.

If an extension is not completed within the two-year period, the District may require that it be made to comply with any new or amended resolutions of policies, including those related to any increased fees or connection charges, which have taken effect since execution of the original Application and Agreement before the District accepts the extension. Any required new Application or renewed Application shall be subject to any new or amended resolutions of policy which have been adopted by the Board since execution of the original Application.

If District determines, in its absolute discretion, that it is necessary that the extension be completed in order that the District can provide water service to other property and completion of the extension is necessary to provide water service to other property, then, in such event, the District may give the Developer or additional owners notice that construction of the water improvements must be commenced within sixty (60) calendar days of the notice by the District; provided, that plans have been prepared by the District and submitted to the Developer and/or additional owners and, if construction is not commenced within the time specified, then the District may, at its discretion, determine that this Agreement is terminated and the District shall retain all payments made by the Developer to the District and the District shall be free to proceed with construction of the water improvements within the area described in this Agreement. If delay in plans is occasioned by failure of the Developer to provide necessary data to the District's Engineers for a period of thirty (30) days after notice, then this Agreement likewise can be terminated, and the District may proceed with construction of the improvements as described above.

## **22. WARRANTY OF AUTHORITY.**

The undersigned Developer and additional owners warrant that they constitute the owners of all of the real property that is the subject of this Agreement and, upon request of the District, agree to provide title insurance or preliminary title report, at the District's option, establishing to the satisfaction of the District that the parties executing this Application and Agreement constitute the owners of all the real property described and have the authority to execute this Agreement with respect to said real property.

**23. NO ASSIGNMENT/SUBCONTRACTING WITHOUT DISTRICT APPROVAL**

The Developer shall not assign this Application and Agreement to another person or entity WITHOUT the prior, written consent of the District. The District may require, as a condition of its approval of said assignment, that the assignee shall be subject to any new or amended resolutions or policy which have taken effect since execution of the original Application and Agreement. The form of assignment shall be in a form approved by the District.

The Developer shall not sublet this Agreement or any part thereof, without the prior written consent of the District which shall be obtained at least five days prior to start of a proposed subcontractor's work.

No subcontractor will be recognized as such, and all persons engaged in the work will be considered by the District as employees of the Developer, and their work shall be fully subject to the provisions of this Agreement. The Developer shall be fully responsible to the District for all work, and all acts and omissions of the subcontractors and persons either directly or indirectly employed by the subcontractors.

The District's consent to subcontracting any part of the work shall not relieve the Developer of any of their obligations under this Agreement, nor from any responsibility for performance of the work.

**24. GOVERNING LAW/FORM**

This Application and Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington. Any suit to enforce the provisions of this Application and Agreement shall be brought in Superior Court, Snohomish County, Washington.

**25. ATTORNEY'S FEES AND COSTS**

In the event either the District or the Developer employs an attorney to enforce or defend any claim or cause of action arising out of or relating to this Application and Agreement, or any appeal therefrom, then in any such event, the prevailing party shall be entitled to recover from the losing party, and the losing party shall pay, all of the prevailing party's reasonable cost and attorney's fees therein incurred.

DATED at \_\_\_\_\_, Washington, this date of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Developer/Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Owner/Representative

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Owner/Representative

\_\_\_\_\_  
Email

\_\_\_\_\_  
Owner/Representative

\_\_\_\_\_  
Telephone

STATE OF WASHINGTON        )  
  ) ss  
COUNTY OF SNOHOMISH     )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ signed this instrument, on oath stated that they were authorized to execute said instrument as President and Secretary of \_\_\_\_\_ and acknowledges said instrument at the President and Secretary of \_\_\_\_\_ to be free and voluntary act of said corporation for the uses and purposes mentioned in said instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss  
COUNTY OF SNOHOMISH     )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

Accepted by Board of Commissioners at their \_\_\_\_\_, 20\_\_\_\_, meeting. Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Cross Valley Water District