

RESOLUTION NO. 2019-4-15-A

**A RESOLUTION OF THE GREATER BAR WATER DISTRICT, BRIDGEPORT,
WASHINGTON ADOPTING A DEVELOPER EXTENSION AGREEMENT FOR
WATER SERVICES.**

WHEREAS, Greater Bar Water District is a non-profit municipal corporation formed pursuant to RCW Title 57 for the purpose of providing municipal water service; AND

WHEREAS, RCW 57.(08).(005 (22) authorizes the Greater Bar Water District to fix rates and charges for waterworks, AND

WHEREAS, the Greater Bar Water District and its Commissioners recognize the importance of planning and clear policies; AND

WHEREAS, the Greater Bar Water District recognizes the need for adopting a Developers Extension Agreement for water improvements to the Districts water system.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE GREATER BAR WATER DISTRICT, DOUGLAS COUNTY, WASHINGTON, AS FOLLOWS:

The Commissioners of the Greater Bar Water District hereby approve Resolution No. 2019-4-15-A adopting the attached **Developers Extension Agreement**.

EFFECTIVE DATE: 4-15-19

SIGNED BY: Sandy Harvey **TITLE:** Commissioner

SIGNED BY: John A Schulte **TITLE:** Commissioner

SIGNED BY: Uckie Jess **TITLE:** Commissioner

GREATER BAR WATER DISTRICT
DOUGLAS COUNTY, WASHINGTON

Commissioners

John Scheller
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Vickie Jess

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GREATER BAR WATER DISTRICT

DOUGLAS COUNTY, WASHINGTON

WATER SYSTEM
EXTENSION DOCUMENTS*

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Exhibit A - Preliminary Water Extension Plan, Provided by Developer or Contractor to the GBWD.

Exhibit B - Approved Water Extension Construction Plans and Specifications OR other As built Specifications provided by the GBWD.

The following documents on file at the DISTRICT office and the Office of the DISTRICT's Engineer are incorporated herein by this reference:

Standards and Details for Constructing Extensions to the Water System.

* The term "EXTENSION DOCUMENTS" as used in this booklet refers to the documents referenced above.

GREATER BAR WATER DISTRICT
DOUGLAS COUNTY, WASHINGTON

CHECK LIST
FOR CONSTRUCTING EXTENSIONS
TO THE WATER SYSTEM

Name of Extension	Developer
Contact Person	Telephone
Email	Fax

Completed

A. Preliminary

- | | |
|---|-------|
| 1. Request Extension Application (DEVELOPER) | _____ |
| 2. Administrative Fee Paid (DEVELOPER) | _____ |
| 3. Description of Property (DEVELOPER) | _____ |
| 4. Title Report on Property (DEVELOPER) | _____ |
| 5. Preliminary Plat/Site Development Plan with Contours (DEVELOPER) | _____ |
| 6. Determination of System Improvements Required (DISTRICT/Engineer) | _____ |
| 7. Preparation of Extension Application and Extension Documents (DISTRICT/Engineer) | _____ |

B. Approval of Application

- | | |
|---|-------|
| 1. Signed Application Submitted (DEVELOPER) | _____ |
| 2. Administrative, Legal and Engineering Fee and Deposits Paid (DEVELOPER) | _____ |
| 3. Environmental Review and Determination of Environmental Significance (DISTRICT/Engineer) | _____ |
| 4. Extension Application Approved and Plans Ordered (DISTRICT) | _____ |
| 5. Resolution Accepting and Authorizing (DISTRICT) | _____ |
| 6. Signature of Extension Application (DISTRICT) | _____ |
| 7. Signed Memorandum of Agreement (DEVELOPER) | _____ |

C. Required Before Plans are Prepared or Approved

- | | |
|--|-------|
| 1. Final Plat Map, Site Plan, and survey of extension alignment (scale 1" = 50') (DEVELOPER) | _____ |
| 2. Contour map with 5' or less contour interval, County Datum (scale 1" = 100') (DEVELOPER) | _____ |
| 3. Final Road and Storm Drainage Plans Approved by Douglas County (DEVELOPER) | _____ |
| 4. Three sets of Extension Construction Plans and Specifications,
if prepared by DEVELOPER's Engineer (DEVELOPER) | _____ |

D. Required before Construction Staking

1. Preparation of Construction Plans and Specifications or Approval of DEVELOPER's prepared Plans and Specifications (Engineer) _____
2. DISTRICT Approval and Signing of Construction Plans and Specifications (DISTRICT) _____
3. Construction Cost Estimate and Bill of Sale forms (Engineer) _____
4. Plans and Specifications sent to Douglas County Fire Marshall for Approval (Engineer) _____
5. Application for Douglas County or City of Greater Bar and/or State Highway Right-of-Way Construction Permit (Engineer) _____
6. Approval of Contractor (DISTRICT) _____
7. Performance Bond (DEVELOPER) _____
8. Certificate of Insurance (DEVELOPER) _____
9. All Required Easements Obtained (DEVELOPER) _____
10. Cash Deposit (Developer/Contractor) _____
11. County or City and/or State Highway Right-of-Way Construction Permits Received (DISTRICT) _____
12. Douglas County Fire Marshall Approval Received (DISTRICT) _____

E. Required before Construction Begins

1. Submittal of Material and Equipment List (Contractor/DEVELOPER) _____
2. Pre-construction Conference _____
3. Approval of Material and Equipment List (Engineer/DISTRICT) _____
4. 48-hours Notice of Start of Construction to DISTRICT/Engineer/County (Contractor/DEVELOPER) _____
5. Construction Stakes in Place and Surveying Instructions/cut sheets/documentation submitted to DISTRICT (DEVELOPER) _____

F. Required before any Service is Connected

1. All Extension Fees and Charges Paid (DEVELOPER) _____
2. Other Charges established by DISTRICT Resolution Paid (DEVELOPER) _____
3. Approval of Completion of Construction (Engineer/DISTRICT) _____
 - a. Acceptance of Hydrostatic Pressure Test (Engineer/DISTRICT) _____
 - b. Completion of Punch List Items (DEVELOPER) _____
 - c. Satisfactory Final Inspection (Engineer/DISTRICT/DEVELOPER) _____
 - d. Submittal of "As-Constructed" Drawings for Extension (DEVELOPER) _____
 - e. Dept. of Health Approval of Purity Testing (DISTRICT) _____
4. Executed Bill of Sale Delivered to DISTRICT (DEVELOPER) _____
5. Acceptance of Title (DISTRICT) _____
6. Resolution Accepting Facilities (DISTRICT) _____
7. Substitution of Maintenance Bond for Performance Bond (DEVELOPER, Optional) _____
8. Special Water Service Agreement (DEVELOPER) _____
9. Recorded Memorandum of Agreement (DISTRICT) _____

G. To Be Done Prior to Warranty Expiration

1. At 23 months after Acceptance, re-inspect all facilities and notify DEVELOPER of Deficiencies, if any (DISTRICT) _____
2. Follow up to Correct Deficiencies (DEVELOPER/DISTRICT) _____
3. Expiration of 24 month warranty _____

**WATER SERVICE REGULATORY NOTICE
GREATER BAR WATER DISTRICT
DEVELOPER EXTENSION AGREEMENT**

Date: _____

Name of Extension: _____

Owner: _____

The Greater Bar Water District's water rights and ability to serve water are subject to subsequent regulatory or court order which may affect the availability of water to your property and the District expresses no opinion or assurance to you in connection with any impacts with any such order.

GREATER BAR WATER DISTRICT
DOUGLAS COUNTY, Washington

**APPLICATION FOR PERMISSION TO CONSTRUCT
EXTENSION TO WATER SYSTEMS**

The undersigned, hereafter referred to as "DEVELOPER", hereby makes application to the Greater Bar Water District; Douglas County, Washington; hereafter referred to as "DISTRICT", for permission to construct and install water extensions in the public right-of-way and/or on easements, and to connect the same to the DISTRICT's water distribution system hereafter referred to as "DISTRICT's System," and makes the following representations and covenants:

1. GENERAL

Upon approval of the Board of Commissioners or designee, extensions to the DISTRICT's water system may be made under written agreement with the DISTRICT by any landowner (also referred to as a DEVELOPER), subject to compliance with applicable state laws and county ordinances or resolutions, and subject to compliance with the rules and regulations of the DISTRICT as set forth in resolutions of the Board of Commissioners. Such extensions must be constructed and installed in accordance with the DISTRICT's conditions, specifications, and construction details hereinafter set forth.

2. LOCATION OF EXTENSION

The proposed water extension will be installed in roads and/or easements and/or on other approved rights-of-way and shall be for the use and benefit of the property hereafter described ("DEVELOPER's property"), which property is owned by the DEVELOPER and/or other persons who are contributing to the costs of said extensions; that said other owners join in this application and are referred to as "Additional Owners". Said property is described as follows:

Located at:

3. DESCRIPTION OF EXTENSION

The proposed extension will consist of approximately _____ lineal feet of ____ inch water main and appurtenances located within the DEVELOPER's property as shown on the preliminary plat or site plan. In addition to the above extension within the DEVELOPER's property, the following described general facilities and water mains located outside the DEVELOPER's property are included in this water extension agreement. Additional water system facilities:

Off-site improvements include _____ lineal feet of _____-inch water main and appurtenances.

On and off-site improvements to be determined during design and will be reflected in the final bill of sale.

The above described extension including general facilities or other special facilities may be modified by the DISTRICT during the preparation of construction plans and specifications as deemed necessary by the DISTRICT to meet the requirements for service to the DEVELOPER's property consistent with the DISTRICT's Water Comprehensive Plan and Conditions and Standards. The construction plans and specifications when approved by the DISTRICT shall be attached to this agreement as Exhibit B and shall become the documents describing the water system extension to be constructed by the DEVELOPER under this agreement. The foregoing improvements may be hereafter collectively described as "the extension".

4. EXTENSION FEES, DEPOSITS, AND CHARGES

Extension fees shall be paid by the DEVELOPER to the DISTRICT for providing the following services, or to reimburse the DISTRICT for services it obtains in conjunction with this application and/or administration of this extension. Fees shown are estimates based on past experience with similar projects, and may not reflect the actual level of effort necessary for this project. The DEVELOPER shall reimburse the DISTRICT based on the actual cost of services provided as necessary to complete the project, which may be greater or less than the fee estimates presented herein. If the actual incurred costs are less than the estimate, the excess funds will be returned to the DEVELOPER.

A Administrative Services

- 1) General consultation with the DEVELOPER regarding the requirements of the DISTRICT, the procedures for the DEVELOPER to make a water system extension, and the administration of the DEVELOPER Extension Agreement.
- 2) Preliminary review of the proposed development and preliminary determination of the water system facilities required to extend service to the DEVELOPER's property in accordance with the DISTRICT's approved water system comprehensive plan.
- 3) Recording of documents that apply to the land (e.g. Memorandum of Agreement).

B Basic Engineering

- 1) Preparation of construction plans and specifications, or review and approval of contract plans and specifications prepared by the DEVELOPER's engineer.
- 2) Preparation of the construction cost estimate, and bill of sale forms.
- 3) Submittal of comprehensive plan amendments and contract plans and specifications to the regulatory agencies for approval.
- 4) Application for State and County permits, where applicable.
- 5) Consultation with the DEVELOPER during the period of the extension agreement regarding the extension design, the DISTRICT's specifications, and other DISTRICT requirements.
- 6) Preparation of environmental check list, as necessary.

C Construction Engineering Services

- 1) Schedule and conduct pre-construction conference.
- 2) Review of construction stakes provided by DEVELOPER's engineer and surveyor as described in Paragraph 6 of the General Conditions.
- 3) Daily inspection of the construction in progress as required to assure that the construction of the extension is in accordance with the approved construction plans and specifications.
- 4) Inspection of the pressure test required by the specifications and inspection of any re-testing which may be necessary. Sampling of completed water main for bacteriological examination.
- 5) Final inspection of the completed extension and preparation of the inspection report setting forth any deficiencies that may exist.
- 6) Re-inspection of deficient work.
- 7) Final review of the completed extension and examination of the 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 completed water extension by the DISTRICT.
- 8) Revision of plans to conform to construction records.
- 9) Update the DISTRICT's system base map.

D Reimbursement for DISTRICT's Legal Services

- 1) Review and revisions, if necessary, to the DEVELOPER Extension Application and preparation of resolutions accepting application and amending the comprehensive plan (if required).
- 2) Services required to obtain required comprehensive plan approvals and environmental review compliance under SEPA or NEPA regulations.
- 3) Resolution confirming environmental compliance.
- 4) Preparation of easements as required.
- 5) Preparation and/or review of the DEVELOPER Performance and Guarantee Bond, Insurance Certificates, and other performance guarantees and security.
- 6) Resolution for accepting use and operation.
- 7) Resolution accepting title and review of the bill of sale and maintenance bonds.
- 8) Preparation of reimbursement agreement, if required.
- 9) Any other legal services required by DISTRICT in conjunction with this application and administration of this extension.

E Additional Legal, Engineering, and Other Professional Services

- 1) Revision of the contract plans and specifications and work occasioned by the need, request, or act of the DEVELOPER related thereto or review and approval of revisions prepared by DEVELOPER's engineer.
- 2) Re-inspection of deficient work.
- 3) Preparation of contract plans, specifications, and cost estimates for water general facilities including but not limited to transmission mains, pressure reducing stations, booster pump station and reservoirs.
- 4) Additional legal and/or engineering 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 Douglas County, the Boundary Review Board, the State of Washington, the State Highway Commission, and others in order for the DISTRICT to enter into the DEVELOPER extension and/or comply with SEPA or NEPA which requires the representation of the DISTRICT's legal counsel and/or Engineering Consultant.
- 5) Any other work reasonably required by the DISTRICT in conjunction with this application and/or administration of this extension.

F Other Costs

- 1) All fees and additional charges as required by governmental agencies such as Douglas County Engineer's Construction Permit, charges in lieu of assessments, general facilities connection charges, publication notifications, and other such additional costs or charges.

G Connection Charges, Charges in Lieu of Assessment

- 1) Connection Charges

The DISTRICT by resolution has established a connection charge for connection to the water system which charge represents the proportionate share of the actual cost of facilities previously constructed and the estimated cost of facilities required to be constructed which are necessary to provide water service to each new customer connecting to the DISTRICT's systems.

The water system facilities include the acquisition of water supply, pumping equipment to transmit water supply, oversize transmission mains, water storage reservoirs, pressure control and regulating facilities, and equipment required to supervise and control the operation of these facilities. These

facilities benefit all existing and new customers of the DISTRICT, providing the means of bringing water supply to the local distribution mains and service connections.

The amount of the connection charges is established by resolution and is subject to amendment based on adjustments in the cost of providing new facilities, the actual cost of facilities previously constructed and changes in the DISTRICT's comprehensive plan which alters the nature, extent and cost of these facilities.

2) Charges in Lieu of Assessment

Where the property being served through an extension of the DISTRICT's water system is served in whole or in part by an existing facility constructed by the DISTRICT or constructed by others and transferred to the DISTRICT, the DEVELOPER shall pay a charge in lieu of assessment representing his fair and equitable share of the existing facility to which all or a portion of his property may be connected.

The charge in lieu of assessment for existing facilities is established by resolution of the DISTRICT based on the actual cost of construction of the facility and a proration of the cost of that facility to the properties which are benefited and may connect to the facility. The charge in lieu of assessment will vary for each existing facility based on its cost and the property benefiting.

The property is within the boundary of the “_____ watermain extension local facilities charge” area. Properties within this boundary are subject to a reimbursement fee to the District to cover costs of the construction of the 12” diameter watermain in _____. The fee is calculated at \$_____ plus interest per acre and must be paid to the District prior to water service being provided.

5. CALCULATION OF FEES, DEPOSITS AND CHARGES

A. Administrative Services

The fee for administrative services shall be as follows: **\$750.00**

B. Other Services

Fees and charges for all other services and reimbursements described in paragraphs 4.B.1. through 6., 4.C.1. through 9., 4.D.1. through 9., and 4.E.1. through 5. will be invoiced by the DISTRICT on an actual time and expense basis. The term "time and expense basis" shall mean the DISTRICT's actual cost for services rendered by its consultants or subcontracts plus an overhead charge of 20% of such cost. The DEVELOPER shall deposit with the agreement the amount of the DISTRICT's estimate of the cost of these services. Should the cost of these services exceed the amount deposited, the DISTRICT will, at the end of the month in which the cost exceeds the deposit, prepare a new estimate of the cost to complete these services including costs incurred to date and the DEVELOPER shall deposit an amount equal to the difference between the DISTRICT's new estimate and the original amount deposited by the DEVELOPER with the agreement. Unpaid deposits shall bear interest at 1% per month until paid. No extension shall be connected to the DISTRICT's system until all fees, charges, and connection costs, are paid in full.

C. Other Costs and Charges

Fees and charges for all other costs described in Section 4.F. and 4.G. shall be based on actual invoice amounts or in such amount plus an overhead charge of 20% as established by DISTRICT Resolution of each such fee or charge.

D. Security

DEVELOPER hereby grants to the DISTRICT an interest in DEVELOPER'S property to secure performance by DEVELOPER of each agreement of DEVELOPER herein contained including (without limitation) paragraphs 4 and 5 (inclusive). DEVELOPER agrees to make, execute, and deliver to the DISTRICT at its request all documents the DISTRICT deems necessary to perfect its security interest herein in DEVELOPER'S property.

PAYMENT OF FEES AND CHARGES

The DISTRICT estimates the fees, deposits, and charges in conjunction with this extension as follows:

1.	Administrative Fee	\$	<u>\$750.00</u>
2.	Engineering and Plan Review Deposit	\$	<u>\$1,280.00</u>
3.	Hydraulic Analysis	\$	<u> </u>
4.	Construction Engineering Deposit – Inspection (7 visits and travel)	\$	<u>\$3,900.00</u>
5.	Legal Services Deposit	\$	<u> </u>
6.	Additional Services Deposit	\$	<u> </u>
7.	Other Costs	\$	<u> </u>
8.	a.	\$	<u> </u>
9.	b.	\$	<u> </u>
	TOTAL FEES AND DEPOSITS	\$	<u> </u>

The following estimated charges referred to in paragraph 4.G. and as established by Resolution of the DISTRICT shall be paid by the DEVELOPER to the DISTRICT prior to the acceptance of the completed water extensions by the DISTRICT and prior to DISTRICT providing water service to the DEVELOPER’s property:

1.	Connection Charge – to be determined.	\$	<u> </u>
2.	Charge in lieu of assessment for		<u> </u>
		\$	<u> </u>
3.	Reimbursement agreement for		<u> </u>
		\$	<u> </u>
4.	Other		<u> </u>
		\$	<u> </u>

6. DESIGN AND CONSTRUCTION STANDARDS

The Greater Bar Water District’s document entitled *Service Policies and Construction Standards* is hereby incorporated in its entirety into this agreement, unless supplemented by other specifications, standards, or policies, or replaced by similar sections of this agreement.

7. CONDITION PRECEDENT

DISTRICT’s obligation to permit connection of the extension to the DISTRICT’s system, or to provide water service to the DEVELOPER’s property shall not arise until DEVELOPER has complied with all terms and conditions of the extension documents, and all applicable resolutions of the DISTRICT, including payment of all fees and charges.

The DISTRICT shall not be obligated to provide water service to the property herein described if the construction by third parties of facilities to be deeded to the DISTRICT has not been completed and title accepted by the DISTRICT if said third party facilities are necessary to provide water service to the real property to be served.

8. LIMITATION OF PERIOD FOR ACCEPTANCE

A. Completion

The extension shall be complete and accepted within one year of date of acceptance of this application by the DISTRICT.

B. Failure to Commence Construction

In the event the DEVELOPER, after the receipt of approved construction plans has not commenced construction and posted the required performance bond, and, if DISTRICT determines, in its absolute discretion, that it is necessary that the DEVELOPER 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 and additional owners notice (by certified mail to the addresses shown herein) that construction of the water system improvements must be commenced within sixty (60) calendar days of mailing said notice. If construction is not commenced within the time specified in said notice, the DISTRICT may, at its discretion, determine that this AGREEMENT is terminated. In such event, the DISTRICT shall retain all payments and deposits made by the DEVELOPER to the DISTRICT and the DISTRICT may proceed with construction of the water system improvements within the area described in the DEVELOPER extension. If delay in plans is occasioned by failure of the DEVELOPER to provide necessary data to the DISTRICT's Engineer 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.

C. Failure to Complete Construction

If the extension is not completed and accepted within one year from the date this application was accepted by the DISTRICT, the DEVELOPER's rights under this agreement shall cease and no water service shall be connected to such extension thereafter unless DISTRICT consents to the renewal of the existing Application or DEVELOPER shall make a new Application, in either event, the DEVELOPER may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the DISTRICT.

In the event no new application or renewal of the existing application is made, the DISTRICT may proceed to require completion of construction under the provision of the DEVELOPER's Performance Bond, if so determined, in the sole discretion of the DISTRICT.

9. REIMBURSEMENT AGREEMENT

If in the process of extending water to the DEVELOPER'S property, the DEVELOPER has made improvements to the DISTRICT'S water system which would qualify for reimbursement from the adjacent property owners, the DEVELOPER may be entitled to a reimbursement through the establishment of a connection charge for a portion of the improvement costs from future connections to the subject improvements by such adjacent property owners. Eligibility for reimbursement from future connections to the subject water main will be made at the sole discretion of the DISTRICT. No reimbursement will be given for properties within the DEVELOPER'S project.

A. Procedure for Reimbursement

The DEVELOPER shall notify the DISTRICT by letter, no later than 90 days after acceptance of the water main, of the DEVELOPER'S request to file for a Reimbursement Agreement. All Reimbursement Agreements will be developed on a pro rata basis as determined by the DISTRICT. The DEVELOPER shall provide to the DISTRICT, as part of the reimbursement request, the following information:

- 1) Completed reimbursement agreement form.
- 2) A meets and bounds legal description and a map showing the subject properties which are to be included within the proposed reimbursement area. The map shall indicate the Douglas County Assessor's tax lot information and shall include the names and addresses of the current registered owners for those lots.
- 3) Documentation supporting the costs for construction of the water main including any indirect costs for legal, engineering, surveying, and administrative fees.
- 4) A summary of all costs and a list of improvements to be considered for reimbursement.
- 5) A summary sheet designating the tax lot number, name, and address of the legal owner, and associated reimbursement cost.

This documentation shall be provided to the DISTRICT for use in determining the eligibility of the proposed reimbursement costs. This information along with the completed Reimbursement Agreement form shall be completed by the DEVELOPER for review by the DISTRICT.

B. District Costs

All costs incurred by the DISTRICT for review of the Reimbursement Agreement, including related engineering and legal review costs, shall be borne solely by the DEVELOPER. Upon review and acceptance by the DISTRICT, it will be the responsibility of the DEVELOPER for all filing and recording costs of the Reimbursement Agreement.

C. Terms of Reimbursement

The District shall reimburse the Developer in the amount of the total Connection Charges actually received by the District during the term of this Agreement from owners of parcels of Benefited Property who connect to the Extension. At the time of hookup, the District will collect and keep an administrative fee calculated at five percent (5%) of the Connection Charge, which amount is in addition to and separate from the Connection charge to reimburse the District for administering the Reimbursement Agreement. The total reimbursed by the District hereunder to the Developer shall not exceed the Reimbursable Amount, and shall be payable only from such Connection Charges received during the term of this Agreement and not any other revenues of the District. The Reimbursement Agreement shall terminate upon the earlier of ten (10) years from its effective date or when the Owners, or their successors or assigns, shall have been fully reimbursed as provided herein.

D. Limitations on District Obligations

The District's obligations hereunder shall be to make reimbursements to the Developer from connection charges as provided herein, and the District shall have no other obligation to the Developer with respect to the Extension and the Reimbursable Facilities under the Reimbursement Agreement. By entering into the Reimbursement Agreement the District does not in any way warrant or guarantee the validity or collectability of any connection charge and the risk that such charge may prove to be uncollectable rests solely with the Developer. The District further reserves the right to interplead any dispute to Douglas County Superior Court and in such action the District shall be entitled to recover it's attorney's fees and associated costs.

E. Recording

The District and the Developer agree that the terms, covenants and provisions of the Reimbursement Agreement shall run with and be a burden upon the real property described in the Reimbursement Agreement and that the Reimbursement Agreement or a memorandum thereof shall be recorded in the Office of the Douglas County Auditor or other appropriate governmental office. It shall be the responsibility of the Developer for filing and recording the Reimbursement Agreement.

F. Nonexclusive Connection Charge

The connection charge established under the Reimbursement Agreement shall be nonexclusive, and shall not prevent the District from imposing additional connection charges upon the Owners of benefited property.

10. WARRANTY OF AUTHORITY

The undersigned DEVELOPER and additional owners warrant that they constitute the owners of all of the DEVELOPER's property and upon request of the DISTRICT agree to provide title insurance, at the DISTRICT's option and at the DEVELOPER's sole cost and expense, establishing to the satisfaction of the DISTRICT that the parties executing this application constitute the owners of all the real property described and have the authority to execute this agreement with respect to said real property.

11. GENERAL

- A. All exhibits referred to above are, by this reference, incorporated herein.
- B. In the event that this application is referred or placed into the hands of attorneys by the DISTRICT for review and/or enforcement of any portion, or if suit is instituted with respect to this application; 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, and all expenses in connection therewith as may be incurred by the DISTRICT.
- C. The parties agree that all terms, covenants, and conditions of this Developer Extension Agreement (including the application and conditions) shall be binding upon and inure to the benefit of their heirs, assigns, and successors.
- D. Severability. If any provision of this agreement or the application of this agreement to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this agreement and the application of the provisions of the agreement to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

12. LEGAL SERVICES

All legal services rendered by the DISTRICT's attorneys are rendered to the DISTRICT and not the DEVELOPER. The charges for legal service herein are to reimburse the DISTRICT for legal services it obtains in conjunction with this application and in

administering the extension process. The DEVELOPER is encouraged to obtain its own counsel at any time during the extension process.

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

DEVELOPER: _____

By: _____

Additional Owners

Upon compliance with the terms and conditions of the application and contract documents furnished by the DISTRICT to the above-named DEVELOPER, the Greater Bar Water DISTRICT will accept said extension permit connections thereto, and provide water service through the extension to retail customers, subject to and in accordance with applicable laws, rules, regulations, and resolutions and policies of the DISTRICT.

GREATER BAR WATER DISTRICT
Douglas County, Washington

By: _____