

WHEN RECORDED RETURN TO:  
The Freeland Water and Sewer District  
P. O. Box 222  
Freeland, WA, 98249

**THE FREELAND WATER AND SEWER DISTRICT  
DEVELOPER EXTENSION AGREEMENT**

The undersigned, \_\_\_\_\_

(hereafter referred to as "Developer"), hereby makes application to Freeland Water and Sewer District, Island County, Washington, (Hereafter referred to as the District), for permission to construct and install an extension in the public right-of-way and/or on easements which are subject to the approval of the District, and to connect the same to the District's water distribution systems, and makes the following representations and agreements, to wit:

1. LOCATION OF EXTENSION:

The proposed extension will be installed in public road rights-of-way and/or easements and/or on other approved rights-of way which may now exist or be hereafter created, and shall be for the use and benefit of the property hereafter described and, upon acceptance thereof, the District, which property is owned by the Developer and/or other owners who are contributing to the costs of said extension; said other owners join in this application and are referred to as "additional owners". That subject property is described as follows:

DESCRIPTION OF PROPERTY  
[Insert or attach Legal Descriptions with County Assessor Parcel Nos.]

Assessor's Parcel No.: more specifically described as: \_\_\_\_\_

Legal Description: (Insert here or say: " See Attached Exhibit A" and attach.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All Situate in the County of Island State of Washington.

2. DESCRIPTION OF EXTENSION or IMPROVEMENT PROJECT: The proposed extension will consist of approximately \_\_\_\_\_ lineal feet of water pipe and appurtenances and shall be installed in accordance with plans and specification provided by the District, and in accordance with the standards, specifications, and conditions for construction of extensions to the water system adopted by the District, the terms and conditions of which are, by this reference, made a part hereof as though set forth in full herein.

3. COST RESPONSIBILITY: The Developer shall be responsible for payment of all costs associated with the Project including, but not limited to, design, permitting, and development of the subject Project.
4. DISTRICT BILLINGS: The District shall bill to the Developer all costs incurred by the District for services, including but not limited to application review and processing, project design, administration, review and amendment of project plans and specifications, project management, inspection, testing, certification, professional and legal consultation, preparation and/or review of all associated documents such as easements, conveyances, recovery contracts, etc., and all other costs, fees, and expenses associated with the Project incurred by the District. Billings from the District to the Developer shall generally be on a monthly basis, and failure of the Developer to pay such billings shall be grounds for project cessation, and/or refusal of the District to approve or accept the completed project.
5. CONSULTATIONS SUBJECT TO BILLING: Developer agrees and is hereby notified that all consultations between Developer and personnel or consultants of the District whether by telephone, electronic media, or in person are subject to the Billing by the District as described above. For these purposes, the term Developer means and includes Developer's Project Engineer, Contractor, and/or any agents or employees of Developer, Project Engineer, or contractor.
6. DEVELOPER'S ENGINEER: Developer is responsible for engaging the services of a professional engineer, licensed and certified in the state of Washington, to design the proposed main extension or improvement, manage and supervise its construction, and certify to the District's satisfaction that the system improvements have been installed according to approved plans and specifications and meet or exceed all applicable testing requirements of the District.
7. DISTRICT RULES APPLY: This Agreement and the Total Project shall be governed by all Rules, Regulations Specifications, and Codes of the District, copies of which shall be supplied to the Developer upon request or at the time of Application approval.
8. EVIDENCE OF INSURANCE: Developer and/or Developer's Agent(s), contractor(s), or Consultant(s) shall, upon request of the District, provide the District with written evidence of insurance covering public liability and property damage to third parties, in which the District and its agents, whether employed or contracted by the District shall be named insured. Failure of the District to require such evidence of insurance shall in no way constitute a waiver of any right of the District to do so in any other projects.
9. INDEMNIFICATION & HOLD HARMLESS: Developer hereby saves and holds the District harmless from and shall indemnify the District against any and all claims, demands, actions or liabilities arising out of or in connection with Developer's conduct, work, and execution, throughout the course of the Project, and from any acts or omissions of the District, its agents, consultants, employees, or subcontractors, regardless of when and where such occur.

Developer shall indemnify the District in those cases where damages have been caused by the concurrent negligence of the Developer and the District, their agents, subcontractors or employees. In those cases, the liability of Developer for indemnification shall be limited to that portion of the damages caused by the negligence of Developer, its agents, engineer(s), contractors, subcontractors or employees.

In all other cases (except those cases where the damages were caused by the sole negligence of the District), Developer shall totally indemnify the District whether or not Developer was solely responsible for the damages. The Developer has no duty to indemnify the District where damages were caused by the sole negligence of the District.

Developer hereby expressly waives its immunity under RCW Title 51 (Industrial Insurance) with reference to its duties to the District arising under this indemnity Agreement. This waiver was mutually negotiated by the parties.

10. DAMAGE: Any expenses incurred by the District due to damage caused to the existing water system by the Developer shall be billed to the Developer on an actual time and materials basis. Developer is responsible for prompt payment of said billings.
11. EASEMENTS AND CONVEYANCE: Any required easements and/or documents of conveyance in such form as approved by the District, shall be obtained and/or provided by the Developer at his/her sole cost and expense; and a true copy of such easement and conveyance documents shall be delivered to the district upon completion of construction and prior to acceptance of said extension by the District in accordance with the provisions hereof, the original easement shall be delivered to the District. The Developers shall provide all necessary easements at their sole cost regardless of changes in the contract plans. The District at its sole option may require a warranty or evidence of title and a title insurance policy, establishing and insuring clear title being conveyed to the District.
12. PERMITS: All necessary permits from any governmental agency with jurisdiction shall be obtained by Developer.
13. CONTRACTORS, SUBCONTRACTORS, LABOR, AND MATERIAL : 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 good workmanlike manner, and therefore, the Developer and/or additional owners agree to submit the name of all contractors, subcontractors, material workers and suppliers, or in the event that the owner or additional owners are contractors, then a statement that said Developer or additional owners will perform said 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 said Developer, additional owner, contractor, subcontractor, material workers, or laborers are or are not satisfactory, the District can take into consideration said improvement, available resources, financial ability, prior work performed by said party for or on behalf of the District, and the recommendation of the District. Said name shall be with respect to said real property described in this agreement and, if said party is not acceptable to the District, the District will so notify the Developer within 15 days after notification is given to the District of the name of said party whereupon the developer and/or additional owner shall resubmit alternate 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. Project contractors shall warranty the workmanship and materials of the Project for a period of at least 1 year from acceptance by the District, or a longer period if specified by the District.
14. GRADING OF ROADS: Developer shall grade all roads to the design subgrade elevation prior to the start of construction and shall advise the District in writing during construction of any changes which may be contemplated. If the Developer changes the subgrade elevation or the road after completion of the water main construction, or any part thereof, Developer agrees to raise or lower the water main and/or water services as required by the new subgrade elevation at no cost to the District. This obligation shall remain in full force until the District or other municipality releases the right-of-way or road construction bond or bond of other description relating the Developer's obligation to the District or County in respect to the completion of roads within the area.
15. CONNECTION TO THE DISTRICT'S WATER SYSTEM: Upon completion of the water main extension project Developer shall notify the District and request approval to connect said new mains to the existing mains of the District to facilitate final testing and proceed to final approval and acceptance of the improvements by the District. All connections to the existing system and all testing of the new lines must be with the authorization of and in the presence of the applicable authorized representatives of the District. Once the extension mains of the project are connected to the District Water system the opening of valves and use of water from the District's system will be done only by the District and/or its authorized representatives or such parties approved by the District. The District reserves the right to require that connections be made by line tap where disruption of water service to other users would, in the opinion of the District, to be unduly detrimental.

16. CONDITION PRECEDENT: Compliance with all the terms and conditions of this Developer Extension Agreement and the adopted Rules of the District shall be a condition precedent to the District's acceptance of the completed project. The District shall be under no obligation to allow connections to the water system of any portion of the real property described in this application until all applicable fees, billings, and charges due the District have been paid. This includes any Recovery Contract charges that may be applicable to the subject property, any Service installation (hook-up) fees, surcharges, or other payments arising from this agreement or required by the adopted Rules and regulations of the District.

The District shall not be obligated to provide water service to the property herein described nor any other properties from said improvements if construction by third parties of facilities to be deeded by the District have not been completed and title accepted by the District; if said third party facilities are necessary to provide water service to the herein described property.
17. LIMITATION OF PERIOD OF ACCEPTANCE: Upon Project completion and acceptance by the District, The District will accept title to the system. Acceptance of title to said extension shall be made in writing by the Board, of the District, or its designee e.g. "Project Manager". Prior to such acceptance, a completed executed Bill of Sale, Deed, or other document of conveyance deemed suitable by the District that transfers title to said extension, shall be delivered to the District together with all necessary easements and/or covenants. Acceptance of title by the District shall cause said extension to be subject to the control, use and operation of the District and make applicable all rules regulations and conditions of service and charges therein specified. Projects may be conducted, completed and accepted by the District in a phased manner as may be deemed appropriate by the District at its discretion.
18. BONDING AND/OR WARRANTY: Acceptance by the District shall not relieve the Developer of the obligations to correct defects in labor and/or materials. Prior to or after acceptance of title by the District, the District may require that the Developer, furnish a maintenance bond, or other surety acceptable to the District, for warranty purposes or for corrective measures to be taken. Any such bond or surety shall continue in force from the date of acceptance of said extension for a period of at least two (2) years. The bond/surety shall require the Developer and/or the surety agent to correct any defects in labor and materials which arise in said system for a period of at least two (2) years from the date of acceptance of the system and transfer of title. Said surety shall be in an amount equal to ten percent (10%) of the total actual costs of the water main extension project, unless otherwise agreed by the District.
19. LIMITATION OF PERIOD OF ACCEPTANCE: The extension or improvement project shall be completed and accepted by the District within three years of date of acceptance and approval of this application by the District. If the project is not completed and accepted within said three years the Developer's rights under this agreement shall cease and no additional water services shall be connected to such extension unless and until Developer makes a new application or the District consents to the renewal of the existing application. The Developer shall pay all additional costs associated with any new or renewed application as determined by the District.
20. 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 matter 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 constitute the owners of all the real property described and have the authority to execute this agreement with respect to said real property.
21. COMMITMENT TO SERVICE AFTER ACCEPTANCE: This document does not, by itself, constitute a final commitment to provide service to individual lots, or units on the subject property of the Developer. Specific commitment by the District to individual lot or unit service is not perfected until such time as all applicable Service Installation Charges, General Facilities Charges, Local Facilities Charges and Recovery Contract Charges and other applicable provisions in the Rules and Regulations of the District have been satisfied.
22. DEVELOPER/OWNER/CONTRACTOR PERFORMANCE WARRANTY AND GUARANTEE: The undersigned Developer(s), Owner(s), and Contractor(s), do hereby warrant and guarantee the quality and

condition of all workmanship, and materials associated with this project for a period of two (2) years from the date of final approval and acceptance by the Freeland Water and Sewer District.

Developer/Owners herein further warrant the installation of all other utilities and improvements to the extent that water facilities may be affected.

23. CONTRACT DOCUMENTS:

Attached hereto and by this reference incorporated herein are (as applicable) the following:

- a.  Rules, regulations, general specifications, and codes of the Freeland Water and Sewer District.
- b.  Detail drawings and written instructions
- c.  Addenda & Exhibits
- d.  Plans & Specifications
- e.  General Conditions
- f.  Special Provisions

24. APPLICABLE CHARGES, AND OTHER REPRESENTATIONS:

- a. Local Facilities Charges:  
To be paid after completion of improvements by Owner and approval and acceptance of the new main extension by the District.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. General Facilities Charges and/or ERU Surcharges:  
\_\_\_\_\_
- c. Recovery Contract charges:  
\_\_\_\_\_  
\_\_\_\_\_
- d. TOTAL CHARGES associated with this agreement at this time: \_\_\_\_\_

25. IDENTIFICATION OF APPLICANT PARTIES: Applicants herein consist collectively of the Developer, Owner, and the project Contractor and applicable contact information for each is provided below.

26. PROJECT COMPLETION CHECKLIST: The following is/are needed prior to final completion and acceptance by the District:

- a.  Engineer's Certification of project completion in accordance with approved plans.
- b.  Engineer's "as-built" drawings and construction Report.
- c.  Engineer's Certification of all system testing and compliance; including Pressure & Bacteria testing.
- d.  All necessary Easements and conveyances.
- e.  Payment of all outstanding project charges and billings.
- f.  Cross Connection Control Plan and signed agreement

Developer/Owner Full Legal Name: \_\_\_\_\_  
Responsible Billing Address: \_\_\_\_\_  
and Accounts Payable Contact \_\_\_\_\_  
\_\_\_\_\_

Other Owners Information (if Different) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Name and contact information \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness my/our hands in agreement on the dates so indicated.

Developer/Owner: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Additional Owner: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contractor: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Upon compliance with all terms and conditions of this agreement and all rules of the District, the Freeland Water and Sewer District will accept said extension for service, maintenance, and operation.

Acceptance Freeland Water and Sewer District, P. O. Box 222, Freeland, Washington 98249

By: \_\_\_\_\_ Title: \_\_\_\_\_

**ACKNOWLEDGMENT:**  
STATE OF WASHINGTON )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary public in and for the State Of Washington, Duly Commissioned and Sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ To me known and shown to be the parties who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ signed said instrument as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington.  
Residing at \_\_\_\_\_.  
My Commission Expires on \_\_\_\_\_.

**ACKNOWLEDGMENT:**  
STATE OF WASHINGTON )  
 ) SS  
County of \_\_\_\_\_ )

