

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION 10-2016

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY,
WASHINGTON, AUTHORIZING WATER MAIN EXTENSION AGREEMENT.**

WHEREAS, on March 16, 2016, North Beach Water District (District) received an application for water service to real property that does not have an existing service connection and there is no water main appurtenant to the property; and

WHEREAS, the applicant has requested the water main be extended to provide water to the real property and

WHEREAS, the District's general manager, based on a review of the application provided by the applicant, has determined that oversizing will not be required for the applicants real property; now therefore

BE IT RESOLVED, by the North Beach Water District Board of Commissioners that the Water Main Extension, attached hereto and incorporated herein as Exhibit A, is an addition and betterment to the District's Water System and is hereby authorized

Adopted by the North Beach Water District Board of Commissioners, Pacific County, Washington at its regular meeting held on the 21st day of March, 2016



Brian Sheldon, Commissioner
Position #1



Gwen Brake, Commissioner
Position #2



Glenn Ripley, Commissioner
Position #3

EXHIBIT "A"

Filed For Record At Request Of:

North Beach Water District
c/o William Neal
P.O. Box 618
Ocean Park, WA 98640

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|-------------------------------|--|
| Grantor(s): | Deanna Clearwater |
| Grantees: | North Beach Water District |
| Legal Description: | Tract 2. A Tract of land in the West half of the Southwest Quarter of Section 28, Township 12 North, Range 11 West, Pacific County, Washington described as follows: Commencing at a point that is 295 feet East and 1754 feet North of the Southwest corner of the West half of the Southeast Quarter in said Section 28, thence East 105 feet to true point of beginning, thence North 118 feet, thence East 175 feet, thence south 23 feet, thence West 70 feet, thence south 95 feet, thence West 105 feet to the place of the beginning. Together with and Subject to easements, covenants, and restrictions of record. |
| Assessor's Tax Parcel ID No.: | 12112842301 |

WATER LINE EXTENSION AGREEMENT

Applicant: Deanna Clearwater

Property Address: 2214 266th Lane Ocean Park, WA 98640

In requesting the North Beach Water District ("NBWD") to provide water for the above addressed property (the "Premises"), the applicant, being the owner of the property referenced above and having the authority to enter into this agreement, hereby agree as follows:

I. Water Line Extension

1. To comply fully with the terms the NBWD Rules and specifically Sections 200 and 1100, the NBWD's design and standards, and this Agreement.
2. To solely fund all design, engineering (if required), construction, easements, licenses, inspections, and all other costs associated with extension of water service.
3. To supply all information requested by NBWD for the water line extension, including plans, drawings, and evidence of approvals from all regulatory agencies.
4. To dedicate all capital facilities constructed as part of the water extension at no cost to NBWD, upon completion of the construction, approval and acceptance by

EXHIBIT "A"

NBWD.

5. To comply with NBWD, Design and Construction Standards in the design and construction of water line and/or system improvements, except as amended herein.
6. To pay all lawfully established rates and charges and comply with all requirements regarding the use and maintenance of the water services as required by NBWD rules and regulations.
7. In the event the applicant or its contractor damages or disrupts existing NBWD or other public or private improvements, the repairs shall be made at the applicant's expense. In the event the improvements are so damaged or the service disrupted and the applicant fails or is unable to immediately restore the service, then NBWD may cause the repairs to be made by others and all costs for the same shall be at applicant's own expense. Where the construction crosses or is adjacent to existing utilities, the applicant shall exercise extreme care to protect such utilities from damage. If any damage is done to an existing utility, the applicant shall notify the utility company involved who will dispatch a crew to repair the damage at the applicant's expense. All costs for the same shall be at the applicant's own expense.
8. The construction of the water line extension to the property shall be supervised by NBWD in such a manner and at such times as the NBWD deems appropriate to ensure conformance with the above-mentioned plans and specifications. The applicant agrees to allow such inspections and agrees to cooperate
9. The applicant agrees to cover NBWD's reasonable review fees and construction supervision expenses incurred.
10. The construction of the water Line extension to the Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the applicant has performed all of the following requirements:
 - a. Submit to NBWD electronic files on CD ROM, compatible with release 2000 or newer Auto-CAD format. Provide individual drawings independent of x-refs, and include all non-standard font files and plot files accompanied by the original mylars, with all changes from the original design clearly marked to reflect the as-built conditions. The applicant's Engineer shall certify the accuracy of the record drawings and shall affix his seal and signature.
 - b. Pay all permit fees and equivalent assessment charges and any other applicable NBWD charges required for Premises.
 - c. Pay all plan check and inspection fees.
 - d. Prepare and furnish the required easements in compliance with the NBWD's standard form prior to recording of same. The proponent shall pay all the necessary recording fees.
 - e. Furnish NBWD with a Bill of Sale conveying the water line to NBWD.
11. The applicant warrants that the water line extension shall be free of defects in labor and materials for a period of one year following completion. The applicant shall repair any defects discovered within one year of completion at the applicant's sole expense. In the event any warranty repairs are required, NBWD agrees, whenever feasible, to provide the applicant with reasonable notice, before directly undertaking such repairs. NBWD reserves the right, however, to effect emergency repairs as deemed necessary. The applicant shall reimburse NBWD for all costs thereof.

EXHIBIT "A"

12. The applicant shall defend, indemnify and hold harmless NBWD from all claims for damages by third parties, including costs and reasonable attorney's fees in the defense of claims for damages, arising from the applicant's construction and installation of the water line described in this Agreement except that the applicant shall not be required to indemnify NBWD against a claim or loss to the extent the claim is the result of the negligence or willful misconduct of NBWD's employees, agents or officials.

II. Connection to water service

1. The applicant shall not connect to the NBWD water system until authorized by NBWD, and such connection shall be performed under the supervision and direction of NBWD.
2. The applicant agrees to pay all charges in the form of General Facilities Charges and consumption rates as are currently listed in NBWD's fee schedule or as may be amended in the future.
3. Once the applicant has connected to NBWD water service, the applicant shall use NBWD water as its primary potable water source.
4. If requested and appropriate, NBWD shall administer a latecomer agreement on the applicant's behalf pursuant to Chapter 35.91 RCW, with the goal of reimbursing the applicant for its contribution to the extension of the water main over and above its pro rata share.

III. Miscellaneous

1. The applicant and all other property owners whose property the water line crosses, agree to hold harmless NBWD for any damages to the private road that may occur in the course of routine maintenance and operation of the water system as it is approved and installed under this agreement or may be modified in the future.
2. This Agreement shall be recorded in the office of the Pacific County Auditor and shall constitute a covenant running with the land that binds current and subsequent property owners to all its terms.
3. Each party agrees to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
4. In addition to all other remedies available at law for noncompliance by the applicant or any subsequent property owner with the terms of this Agreement, NBWD shall have the authority to disconnect utility service, and for that purpose may at any time enter upon the private property or any public and/or private street or road.

Applicant hereby warrant that the person(s) named as "property owner" on the signature lines below are all of the persons or entities having any interest in the Property and that they have full power to execute this Agreement.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____ 2016.

EXHIBIT "A"

GRANTORS:

Deanna Clearwater

GRANTEES

NORTH BEACH WATER DISTRICT

William Neal, General Manager

STATE OF WASHINGTON)
) ss
COUNTY OF PACIFIC)

On this day personally appeared before me Deanna Clearwater to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated this _____ day of _____ 2016.

Notary Public - For State of Washington
Residing in: _____
Commission Expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF PACIFIC)

On this day personally appeared before me WILLIAM NEAL to me known to be the General Manager of the NORTH BEACH WATER DISTRICT, described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and certified that he is fully authorized to sign for the above owner entity.

Dated this _____ day of _____ 2016.

Notary Public - For State of Washington
Residing in: _____
Commission Expires: _____