

**EXHIBIT "A"**

**Filed For Record At Request Of:**

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

|  |   |
|--|---|
| <b>Document Title</b>  | Late Comers Agreement   |
| <b>Grantor(s):</b>   | Daren C. Marshall and Karen L. Marshall, husband and wife   |
| <b>Grantees:</b>   | North Beach Water District  |
| <b>Legal Description:</b>  | Rays Tracts Lots 2-8<br>Sea Lake Plat Lots 3-10   |
| <b>Assessor's Tax Parcel ID No.:</b>   | 74063000002<br>74063000003<br>74063000004<br>74063000005<br>74063000006<br>74063000007<br>74063000008<br>74069000010<br>74069000008<br>74069000004<br>74069000003<br>11111632113  |
| <b>Street Address:</b>   | 1505 187 <sup>th</sup> Pl., Long Beach, WA 98631, 1404 187 <sup>th</sup> Pl., Long Beach , WA 98631, 1307 187 <sup>th</sup> Pl., Long Beach, WA 98631, 1201 187 <sup>th</sup> Pl., Long Beach, , WA 98631, 1199 187 <sup>th</sup> Pl., Long Beach, , WA 98631, 1110 187 <sup>th</sup> Pl., Long Beach, WA 98631, 1220 187 <sup>th</sup> Pl., Long Beach , WA 98631, 1402 187 <sup>th</sup> Pl., Long Beach , WA 98631, 1502 187 <sup>th</sup> Pl., Long Beach , WA 98631, 1208 187 <sup>th</sup> Pl., Long Beach , WA 98631 |
| The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided |   |

**LATECOMERS AGREEMENT**

|                                      |   |
|--------------------------------------|---|
| <b>Grantor(s):</b>                   | Daren C. Marshall and Karen L. Marshall, husband and wife |
| <b>Grantees:</b>                     | North Beach Water District                                |
| <b>Legal Description:</b>            | Plat of Sea Lake Division 3, Lot 6 and Lot 7              |
| <b>Assessor's Tax Parcel ID No.:</b> | 74069000006 & 74069000007                                 |

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between North Beach Water District (“District”), a political subdivision of the State of Washington and Daren C. Marshall and Karen L. Marshall, husband and wife. (“Developer”).

**RECITALS**

WHEREAS, Developer is the owner of certain real property legally described on Exhibit A, and commonly known as 187<sup>th</sup> Place Waterline (hereinafter “Development”); and

WHEREAS, Chapter 57.22 RCW authorizes water districts to contract with owners of real property for the construction of water improvements to be conveyed to the district, and to provide for a period of not to exceed fifteen years for the reimbursement of such owners and their assigns by any owner of real estate who did not contribute to the original cost of such water facilities and who subsequently tap onto or use the same of a fair pro rata share of the cost of the construction of said water facilities, including not only those directly connected thereto, but also users connected to laterals or branches connecting thereto, subject to such reasonable rules and regulations as the governing body of such district may provide or contract, and notwithstanding the provisions of any other law; and

WHEREAS, Developer has installed approximately eight hundred (800) feet of four-inch (4”) water pipe and fitting for water conveyance (“the Improvements”), required as pursuant to an Extension Agreement for the aforementioned facilities, and

WHEREAS, The Improvements contain capacity excess to the requirements of the Development, which may be tapped into or used by owners of real property who did not contribute to the original cost of construction, who should be required to pay a fair pro rata share of such cost, to be reimbursed to Developer; and

WHEREAS, the installation of the aforementioned facilities benefits the property as described and set forth in Exhibit B, and

WHEREAS, The total cost of the Improvements for construction and installation of said utility lines and facilities, including engineering and legal fees, was \$25,223.89, which has been paid in full by Developer.

WHEREAS, Developer is entitled to reimbursement from the property owners of the aforementioned properties seeking connection to such facilities, for the cost of such facilities, in excess of Developer's fair pro rata share thereof, and

WHEREAS, The fair pro rata share of the cost of the construction of said sewer facilities to property owners who subsequently tap onto or use the same ("the Latecomer Charge") is \$1,940.30 per property (the quotient of the total cost of the Improvements divided by the total number properties benefited by the Improvements), and

WHEREAS, the District acknowledges that the installation of such facilities will be beneficial to the aforementioned properties and improve the District's water distribution services to that general area, and

WHEREAS; the District is willing to collect Latecomers charges from the owners of the aforementioned properties for the specific purpose of reimbursing Developer the cost of the installation of the aforementioned facilities in excess of Developer's fair pro rata share; and

NOW THEREFORE, the parties agree as follows:

## **I. AUTHORITY**

- 1.1 All of the recitals set forth above are adopted by the parties as material elements of this Latecomer Agreement.
- 1.2 This agreement is executed pursuant to the provisions of Chapter 57.22 RCW, Contracts for Water System Extension.
- 1.3 The improvements and betterments constructed by Developer are consistent with the comprehensive plan(s) of the North Beach Water District and were a prerequisite of further development in the area.

## **II. PURPOSE OF THIS AGREEMENT**

- 2.1 The purpose of this agreement is to provide a means whereby Developer will be

reimbursed for a portion of the costs it incurred for the installation of the facilities described on Exhibit A. Such reimbursement shall be by means of a Latecomers reimbursement assessment against the property benefiting by the installation of said facilities, as set forth in Exhibit C.

- 2.2 The parties agree the construction of these facilities provide adequate water to the properties listed and depicted on the map as Exhibit B so as to meet requirements of state and local government.

### **III. DESCRIPTION OF WORK**

- 3.1 The improvements and facilities as generally described in Exhibit A have been constructed by Developer pursuant to approved plans and consistent with the then existing standards and existing Comprehensive Plan(s) of the District.
- 3.2 Developer has furnished the District with an affidavit, in a form acceptable to the District, stating that all charges incurred for materials and labor have been paid, and there are no liens against the property or improvements.

### **IV. DUTIES OF DEVELOPER**

- 4.1 Developer shall comply with each and every provision of the District's Rules and Regulations and the Waterline Extension Agreement attached hereto as Exhibit D.

### **V. DUTIES OF THE DISTRICT**

- 5.1 The District will use its best effort to collect and distribute the funds pursuant to the process set forth in this agreement. However, the District, its officials, employees, or agents shall not be held liable or responsible for failure to implement any of the collection provisions of this agreement, unless such failure is willful or intentional. The District is acting in the capacity of a collection agent and is not obligated by this agreement to make any payment except those amounts actually collected pursuant to this agreement. This agreement does not constitute a guarantee on the part of the District that any reimbursement will be collected or paid during the term of this agreement. The District takes no responsibility to defend legal challenge to a reimbursement agreement with Developer. Any challenge to District's authority or process for a reimbursement agreement will not be defended by District. District may tender defense of the reimbursement agreement to Developer.

### **VI. LATECOMERS/REIMBURSEMENT**

- 6.1 In order to assure conformance with the terms and conditions of this Agreement, the District agrees that for a period of fifteen (15) years commencing from the date of adoption of a Reimbursement Resolution, the District will make effort to collect on behalf of Developer a Latecomer's fee in an amount as set forth in Exhibit C from any property benefited, at the time of the adoption of the reimbursement resolution, by the aforementioned facilities at such time the property connects to the District system. The District shall forward said Latecomer's fee to Developer at Developer's address provided herein. As a condition of receiving such

reimbursement funds, Developer shall execute a receipt to the District for such reimbursement amount so paid, upon a receipt form provided by District. Such form shall include the legal description and name of the owner of the connecting property making payment of such amount. At the end of the fifteen-year period, which shall commence upon the recording of this agreement, this Latecomer Agreement shall automatically terminate and be of no further force or effect, except payment to Developer of any Latecomer Fees collected prior to termination due Developer

- 6.2 District and Developer understand and acknowledge that the properties within the Latecomers – Reimbursement area set forth on Exhibits “B” have a right to notice of such reimbursement charge and the amount thereof. Such property owners have a right to request a hearing on such reimbursement charge before the Commissioners of the North Beach Water District. If requested the Commissioners shall conduct such hearing. The parties understand and acknowledge that such hearing may result in denial of latecomers’ reimbursement charges, changes to the reimbursement area and the reimbursement charges placed on benefiting properties that have not contributed to the original cost of the additional facilities. Should such hearing occur, Exhibits “B” and “C” may be adjusted to reflect the determination of the Commissioners after deliberation of evidence provided at such hearing. Such adjustment shall be set forth on Exhibits “B” and “C” and the parties agree the adjusted Exhibits “B” and “C” shall control operation of this agreement. Should Developer not be present at such hearing, the latecomer’s reimbursement request will be denied.
- 6.3 District shall receive an administrative fee in an amount equal to ten percent (10%) of the reimbursement connection charge. Said fee shall be deducted from the Latecomers fee upon collection and prior to forwarding said fee to Developer.

## **VII. RECORDATION**

- 7.1 This contract and the Reimbursement Resolution shall be recorded in the office of the Pacific County Auditor, Pacific County, Washington, immediately upon execution by the District and Developer. Such contract shall constitute a lien and servitude upon the properties described in Exhibits “B” and “C”, having not contributed to the original cost of the aforementioned facilities installed by Developer under the provisions hereof, and shall be binding upon the parties and all successors in interest to those respective parties in accordance with Chapter 57.22 RCW.

Developer shall be responsible for recording this contract and the Reimbursement Resolution. The District’s obligation to collect pursuant to the contract shall not arise until the District has been served with proof of recording.

## **VIII. ENFORCEMENT**

- 8.1 This agreement shall be enforceable only by the parties. The agreement is for the

benefit of the parties, or their assigns, and not for the benefit of any third party.

- 8.2 Should any legal action be brought by either party for breach of this agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and such other costs as may be fixed by court.
- 8.3 This Latecomer Agreement is entered into under the laws of the State of Washington, and the parties intend that Washington law shall apply to the interpretation hereof.
- 8.4 Venue and jurisdiction to enforce all obligations under this Latecomer Agreement shall lie in the Snohomish County Superior Court. The obligations of the parties hereunder may not have an adequate remedy by way of an action for damages and may be enforced by an action for specific performance.
- 8.5 In the event a court of competent jurisdiction declares any material provision of this Latecomer Agreement invalid, unconstitutional, or otherwise unenforceable, any party may elect to terminate the remainder of this Agreement. In the event a non-material provision of this Latecomer Agreement is declared invalid, unconstitutional, or otherwise unenforceable, such provisions hereof as are not affected by such declaration shall remain in full force and effect.

## **IX. MISCELLANEOUS PROVISIONS**

- 9.1 Developer shall not assign this contract without written consent of the District. Such consent shall not be unreasonably withheld.
- 9.2 It is understood that the contractual relationship between the District and Developer is such that Developer is an independent contractor and not an agent of the District.
- 9.3 This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns.
- 9.4 If any part or provision of this agreement is held to be invalid, unenforceable, or unconstitutional, the remainder of the agreement is not affected.
- 9.5 Nothing herein releases Developer, or its successors, from the payment of water meter or side sewer installation charges and any and all other connection charges, rates and assessments against the property in existence at the time of connection of such property to the system.
- 9.6 Every two years from the date the contract is executed Developer shall provide the District with information regarding Developer's current contract name, address, and telephone number. If Developer fails to comply with the notification requirements of this subsection within sixty (60) days of the specified time, then the District may collect any reimbursement funds owed to Developer. Such

funds shall be deposited in the capital fund of the District.

- 9.7 All notices required or provided under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to the District shall be addressed as follows:

North Beach Water District  
Attention: General Manager  
P.O. Box 618  
Ocean Park, WA 98640

Notices to be given to Developer shall be addressed as follows:

Daren C. Marshall and Karen L. Marshall  
12204 NE 96<sup>th</sup> Ave  
Vancouver, WA 98662

This writing constitutes the full and only agreement between the parties, as to these matters, there being no promises, agreements or understandings, written or oral, except as herein set forth.

- 9.8 Developer agrees to hold the City harmless from any and all liability resulting from errors in the legal descriptions contained herein, and the City is relieved of all responsibility under this agreement for collecting on parcels not properly included in the legal descriptions set forth in Section III of this contract.

- 9.9 The effective date of this agreement shall be \_\_\_\_\_, 2019.

**IN WITNESS HEREOF**, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

**Developer:**

\_\_\_\_\_  
Daren C. Marshall

\_\_\_\_\_  
Karen L. Marshall

**North Beach Water District:**

\_\_\_\_\_  
By: William Neal  
Its: General Manager

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PACIFIC )

On this day personally appeared before me Daren C. Marshall and Karen L. Marshall to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated this \_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Notary Public – For State of Washington  
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 \_\_\_\_\_ 2019.

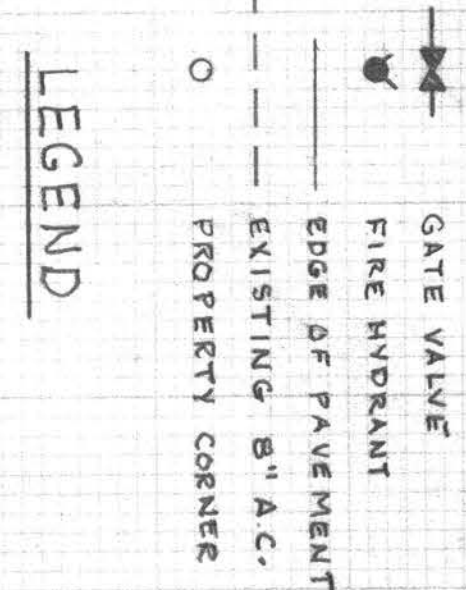
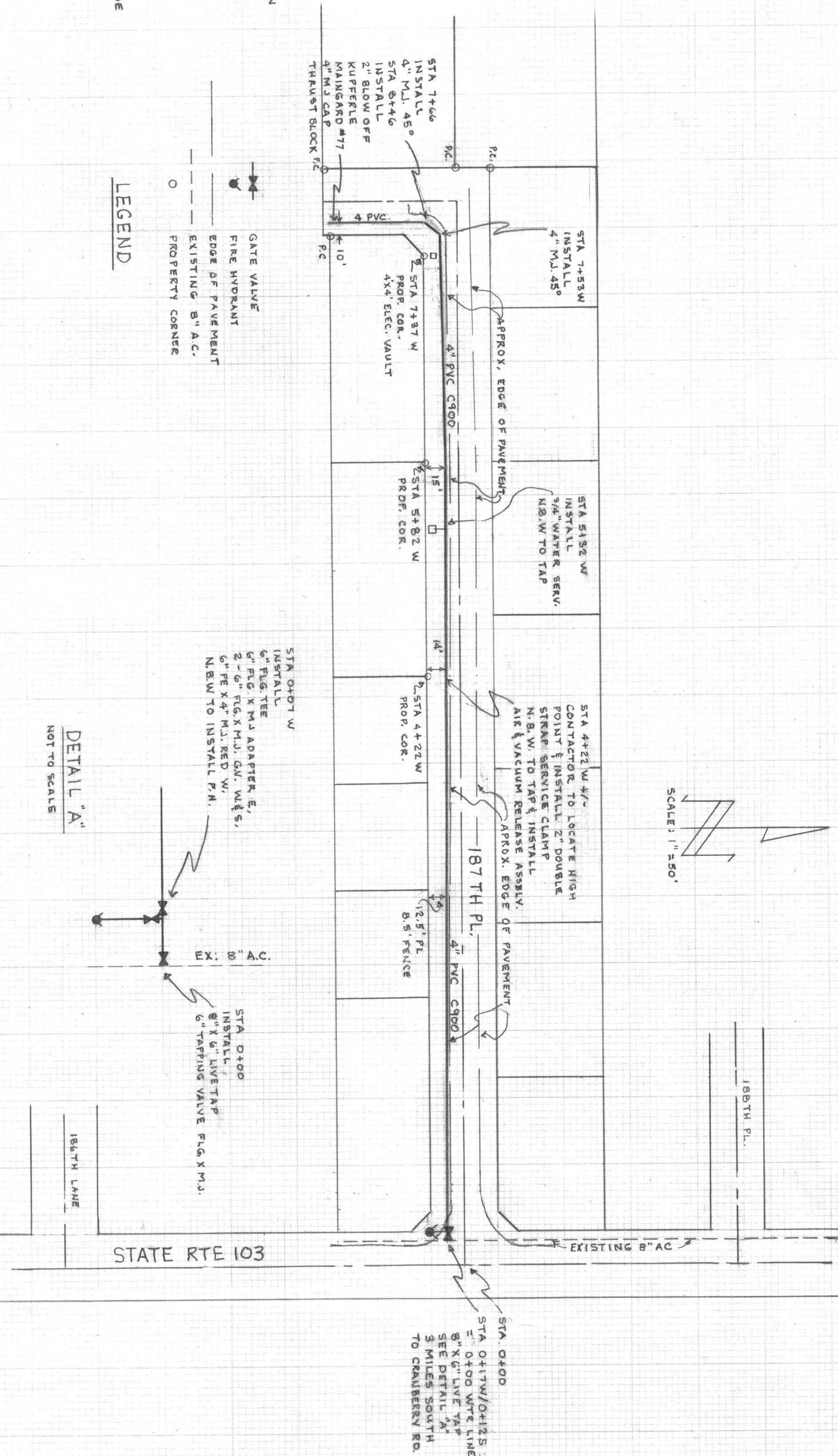
\_\_\_\_\_  
Notary Public – For State of Washington  
Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**Description and Location of Facilities**

# GENERAL NOTES

1. AN APPROVED COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE DOH APPROVED STANDARDS AND SPECIFICATIONS OF NBWD. ALL WATER SYSTEM IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE APPROVED PLANS. ANY DEVIATION FROM THE PLANS WILL REQUIRE APPROVAL FROM THE OWNER, ENGINEER, NBWD AND APPROPRIATE PUBLIC AGENCIES.
2. NOTIFY NBWD 72 HOURS (3 WORKING DAYS) PRIOR TO BEGINNING CONSTRUCTION AND ANY RESURFS OF WORK.
3. FOR AID IN UTILITY LOCATION, CALL 1-800-424-5555, 48 HOURS (2 WORKING DAYS) PRIOR TO BEGINNING OF CONSTRUCTION. EXISTING UTILITIES, WHETHER SHOWN OR NOT, SHALL BE LOCATED PRIOR TO CONSTRUCTION, SO AS TO AVOID DAMAGE OR DISTURBANCE. AND THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY AND COST CONNECTED THEREWITH TO PROTECT, MAINTAIN AND REPAIR, WHERE NECESSARY.
4. PIPE SHALL BE PVC, AWWA C-900 CLASS 150 WITH PUSH-ON JOINTS AND DUCTILE IRON FITTINGS. FITTINGS SHALL BE AWWA, CEMENT LINED, DUCTILE IRON, EITHER MECHANICAL JOINT OR FLANGED, AS INDICATED HEREIN.
5. UNLESS OTHERWISE SPECIFIED VALVES 12" AND SMALLER SHALL BE DUCTILE IRON RESILIENT SEATED (EPOXY COATED) GATE VALVES. ACCEPTABLE VALVES ARE WATERLOUS, CLOW AND M&H.
6. ALL WATER WORKS FITTINGS AND BOLTED ASSEMBLIES SHALL BE COMPLETELY COVERED WITH VISQUEEN (EPOXY COATED) PLASTIC. THE END OF THE PLASTIC SHALL BE TAPED TO SECURE THEM TO THE PIPE, PROVIDE THRUST BLOCKING AT ALL FITTINGS AND BENDS, IN ACCORDANCE WITH NBWD'S STANDARDS, CONDITIONS AND SPECIFICATIONS.
7. ALL NEW CONNECTIONS TO THE EXISTING SYSTEM SHALL BE IN STRICT CONFORMANCE WITH THE APPROPRIATE SUBSECTIONS OF THE SPECIFICATIONS OF NBWD. NO CONNECTION SHALL BE MADE BETWEEN THE NEW MAIN AND THE EXISTING MAINS UNTIL THE NEW PIPING HAS BEEN FLUSHED, DISINFECTED AND TESTED.
8. PROVIDE A MINIMUM OF 36" COVER OVER ALL MAINS; OR ADDITIONAL DEPTH, AS DIRECTED BY INSPECTOR, OR AS REQUIRED TO MISS OTHER UTILITIES.
9. COMPACTION - ALL TRENCH BACKFILL AND ROADWAY EMBANKMENT SHALL BE COMPACTED TO 95% OF MOIFIED PROCTOR MAXIMUM DENSITY, IN ACCORDANCE WITH ASTM D-698, EXCEPT THE TOP 6" IN PAVED AREAS WHICH SHALL BE 100%.
10. CONSTRUCTION INSPECTION WILL BE DONE BY NBWD AND/OR THEIR DESIGNATED ENGINEER.
11. THE WATER MAIN CONSTRUCTION PHASE WILL NOT BE CONSIDERED COMPLETE UNTIL THE INSTALLATION IS ACCEPTABLE TO NBWD INCLUDING SATISFACTORY HYDROSTATIC PRESSURE TEST, A SATISFACTORY DISINFECTION TEST, SATISFACTORY FLOW OF SERVICE LINES, AND COMPLETION OF ALL ITEMS ON THE INSPECTOR'S PUNCH LIST.
12. WATER SERVICE IS AVAILABLE ONLY AFTER TRANSFER OF OWNERSHIP TO NBWD AND AFTER PAYMENT OF ALL CURRENT APPLICABLE FEES.
13. ALL NON-METALLIC WATER MAINS AND SERVICES SHALL HAVE 1/4 GAUGE SOLID COPPER WIRE, WITH NEOPRENE COATING PLACED IN TRENCH OVER THE WATER LINE AND ENDS BROUGHT UP INTO THE VALVE OR METER BOXES. IN ADDITION, INSTALL 4" WIDE CONTINUOUS TRACER TAPE IN TRENCH 2" BELOW FINISH GRADE.
14. NBWD WILL SUPPLY AND INSTALL THE FIRE HYDRANT AT STATION 0+07 W AND AIR RELEASE VALVE AT APPROX. STATION 4+22 W.
15. A HYDROSTATIC PRESSURE TEST SHALL BE CONDUCTED IN ACCORDANCE WITH NBWD'S STANDARDS.



LEGEND

DETAIL "A"  
NOT TO SCALE



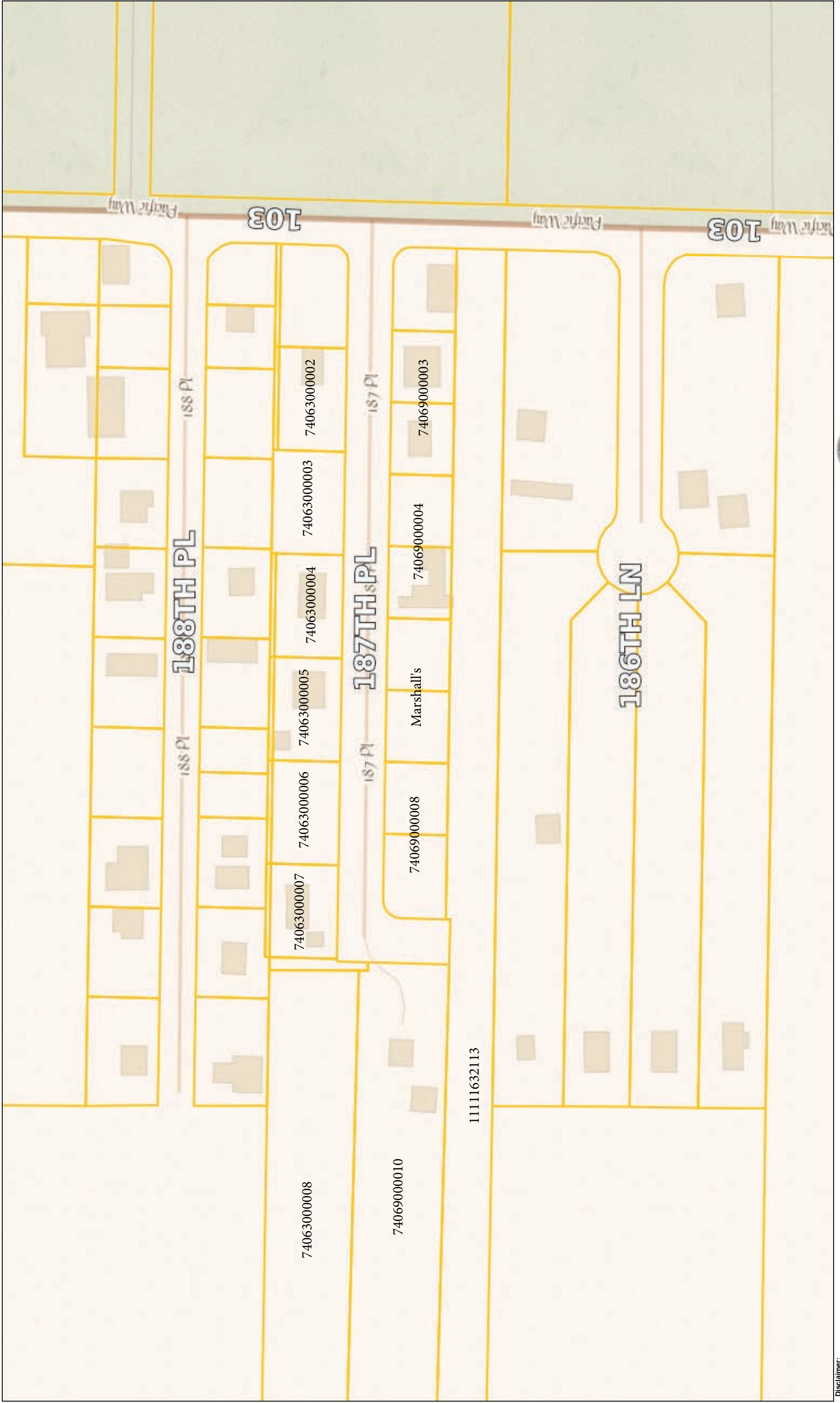
NORTH BEACH WATER DISTRICT  
187TH PLACE WATERLINE

**THOMAS J. FRARE**  
7305 S. PUEBLO CRK. RD. SE  
OLYMPIA, WA 98513

360-507-6297  
SCALE: 1" = 50'  
DATE: APRIL, 2019

**EXHIBIT B**  
**Benefited Properties**

| <b>Home Owner</b>  | <b>Parcel Number</b>     | <b>Street Address</b>                  |
|--|--------------------------|--|
| June M. Howell (1/3)   | 74063000002              | 1505 187 <sup>th</sup> Pl., Long Beach |
| Susan Moc (1/3)  | 74063000002              | 1505 187 <sup>th</sup> Pl., Long Beach |
| Bruce Lloyd Chambers & Kim Marie Chambers (1/3)  | 74063000002              | 1505 187 <sup>th</sup> Pl., Long Beach |
| Janet M. Price & Walter J. Prince  | 74063000003              | Undeveloped Land                       |
| Emette Bautista & Lacey Bautista   | 74063000004              | 1404 187 <sup>th</sup> Pl., Long Beach |
| Eric A. Kekel & Andrea K. Costello   | 74063000005, 74063000006 | 1307 187 <sup>th</sup> Pl., Long Beach |
| Phyllis Wayss  | 74063000007              | 1201 187 <sup>th</sup> Pl., Long Beach |
| Robert L. Dethlefs & Anita Dethlefs  | 74063000008              | 1199 187 <sup>th</sup> Pl., Long Beach |
| Joseph R.T. Davis & Heather J. Malone  | 74069000010              | 1110 187 <sup>th</sup> Pl., Long Beach |
| Lindy E. Maus & Shane W. Throop  | 74069000008              | 1220 187 <sup>th</sup> Pl., Long Beach |
| Virgil R. Wallace & Mary E. Wallace  | 74069000004              | 1402 187 <sup>th</sup> Pl., Long Beach |
| Kujtesa Gervalla   | 74069000003              | 1502 187 <sup>th</sup> Pl., Long beach |
| James Patrick Boyer & Catherine Ann Boyer, Trustees of the Boyer Family Trust dated 6/26 | 11111632113              | 1208 187 <sup>th</sup> Pl., Long Beach |



**Disclaimer:**  
 The information provided in this GIS map is property of the North Beach Water and CARTOMATION INC. All information contained in this GIS map are NOT AUTHENTIC and have NO WARRANTY OR GUARANTEE assuring the information presented to you is correct. The positions and information content of all features contained inside this GIS map correspond to only GIS source data itself. Do not rely on any locations and measurements obtained from this GIS map to provide you with information that can be reproduced in the ground. All spatial data contained inside this GIS map are NOT SURVEY ACCURATE and may be completely invalid. This GIS map cannot serve as a substitute for site-specific investigations by qualified practitioners. Site-specific data may give results from those shown on the map. This GIS map cannot be used as a substitute for a professional land survey or official source of information. Contact Pacific County government to obtain official information regarding Pacific County. The North Beach Water has exerted a tremendous amount of effort to bring you the best map information available, however in this GIS map, the North Beach Water and CARTOMATION INC. cannot accept any liability for error and assume no liability for any decisions made or actions taken or not taken by the user of the GIS map. **CONDITIONS FOR USE:** By using this GIS map as a source of information, you agree to accept any limitation known and unknown. GIS maps and data do not carry legal authority to determine a boundary or the location of fixed works and are intended as a location reference for planning, infrastructure management and general information. The North Beach Water and CARTOMATION INC. provides this information on an as is basis without warranty of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. The North Beach Water and CARTOMATION INC. shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. By accepting these conditions for use by printing this map, you must also agree to indemnify, defend against, and hold the North Beach Water and CARTOMATION INC. harmless for any claim or other liability imposed or that may arise from use of this GIS application, data and maps.



**EXHIBIT C**  
**Latecomers Reimbursement Amount**

Total cost of facilities and legal fees:       \$25,223.89

Pro Rate Share:                                    13 / \$25,223.89 = \$1,940.30 per property

**EXHIBIT D**  
**Waterline Extension Agreement**

**Filed For Record At Request Of:**

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

**WATER LINE EXTENSION AGREEMENT**

|                                      |   |
|--------------------------------------|---|
| <b>Grantors:</b>                     | DAREN C. MARSHALL and KAREN L. MARSHALL, husband and wife |
| <b>Grantee:</b>                      | North Beach Water District                                |
| <b>Legal Description:</b>            | Plat of Sea Lake Division 3, Lot 6 and Lot 7              |
| <b>Assessor's Tax Parcel ID No.:</b> | 74069000006 & 74069000007                                 |

Applicant: Daren C. Marshall and Karen L. Marshall  
Property Description: Plat of Sea Lake Division 3, Lot 6 and Lot 7  
Street Address: 1314 187<sup>th</sup> Place Ocean Park, WA 98640

In requesting the North Beach Water District ("NBWD"), a political subdivision of the State of Washington, to provide water for the above addressed property (the "Premises"), Daren C. Marshall and Karen L. Marshall ("Applicant"), being the owner of the property referenced above and having the authority to enter into this agreement, hereby agrees as follows:

**I. Water Line Extension**

1. Applicant shall comply with all NBWD Rules and Regulations in effect at the time of this Agreement, including and specifically Sections 200 and 1100, the NBWD's current design and standards, and this Agreement.
2. Except as provided for in Section 1101 of the NBWD Rules and Regulations regarding District participation, Applicant shall solely fund all design, engineering, construction, easements, licenses, inspections, and all other costs associated with extension of water service.
3. Applicant shall supply all information requested by NBWD for the water line extension,

including plans, drawings, and evidence of approvals from all regulatory agencies.

4. The Applicant shall furnish a Performance and Payment Bond in the amount of a Twenty-Four Thousand Dollars (\$24,000.00), to construct the improvements in accordance with the District's Standards and Specifications.
5. Applicant shall pay the NBWD, upon execution of this Agreement, Two Thousand Four Hundred and Twenty-Five and 00/100 Dollars (\$2,425.00) for General Facility Charges, Connection Charges, Inspection Fees, Permit Fees, and Testing Costs.
6. Upon completion of the construction, approval and acceptance of the work performed by NBWD, Applicant shall dedicate to NBWD, all capital facilities constructed as part of the water extension at no cost to NBWD.
7. Applicant shall comply with NBWD, Design and Construction Standards in the design and construction of water line and/or system improvements, except as amended herein.
8. Applicant shall 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.
9. 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.
10. 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
11. The applicant agrees to pay for all of NBWD's reasonable review fees and construction supervision expenses incurred.
12. The construction of the water line extension to the Premises shall not be accepted for service and use until the same has been fully inspected and approved, and the applicant has performed all obligations created by this Agreement, including, but not limited to 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 changes and any other applicable NBWD charges required for Premises.
  - c. Pay all plan review 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.
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**

13. 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.
13. 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.
14. Once the applicant has connected to NBWD water service, the applicant shall use NBWD water as its primary potable water source.
15. 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

16. 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.
17. 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.
18. 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.
19. 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.

8 IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals this day of April 2019.

GRANTOR:

  
\_\_\_\_\_  
Daren C. Marshall

  
\_\_\_\_\_  
Karen L. Marshall

GRANTEE:

NORTH BEACH WATER DISTRICT

  
\_\_\_\_\_  
By: William Neal

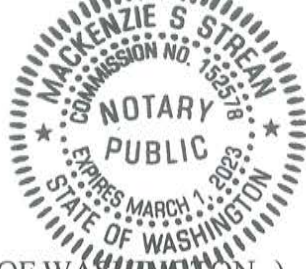
Its: General Manager

STATE OF WASHINGTON )

  Clark ) ss  
COUNTY OF PACIFIC                  )

On this day personally appeared before me DAREN C. MARSHALL and KAREN L. MARSHALL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated this 9th day of April 2019.



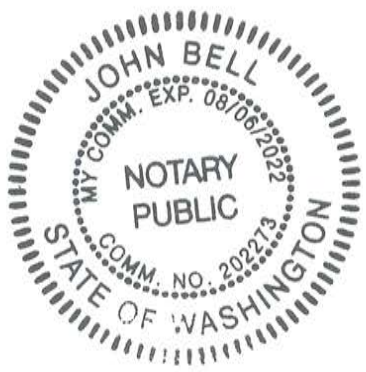
Mackenzie S. Streat  
Notary Public – For State of Washington  
Residing in: Vancouver WA 98686  
Commission Expires: March 1, 2023

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 10 day of March <sup>(9th)</sup> 2019.  
  April



John Bell  
Notary Public – For State of Washington  
Residing in: Pacific County  
Commission Expires: 08/06/2022