

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

**RESOLUTION 9-2019**

**A RESOLUTION OF THE NORTH BEACH WATER DISTRICT OF PACIFIC COUNTY, WASHINGTON, ACCEPTING THE 187<sup>TH</sup> PLACE WATER MAIN PROJECT, AND APPROVING A LATECOMERS AGREEMENT BETWEEN NORTH BEACH WATER DISTRICT AND DAREN AND KAREN MARSHALL**

**WHEREAS**, on and April 8, 2019 North Beach Water District (District) and Daren C. and Karen L. Marshall (Marshall) entered into a Water Line Extension Agreement (WLA) the Marshall's will, in accordance with District design standards and specifications, provide infrastructure on 187<sup>th</sup> Place (Project) to supply water to their real property located at 1314 187<sup>th</sup> Place in Ocean Park, Washington and to other benefited properties located on 187<sup>th</sup> Place; and

**WHEREAS**, Marshall, in accordance with the terms and conditions of the WLA, completed the engineering and installation of the water line; and

**WHEREAS**, the general manager has reported to the Board of Commissioners that the Project: (1) is complete and the materials and workmanship meet or exceed the District's design standards and specifications, (2) has passed all quality and health inspections and tests, and (3) should be accepted as a component of the District's Water System infrastructure;

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of North Beach Water District, Pacific County, Washington, as follows:

**Section 1: Acceptance of Project**, The Board of Commissioners accepts the Project, described as follows:

A 6-inch tap installed at a right angle and continuing west from an existing 8-inch water main located in the Washington State Department of Transportation Right-Of-Way for SR 103 at the intersection of 187<sup>th</sup> Place. The 6-inch tap included a gate valve and approximately 10-feet of 6-inch PVC pipe to a tee where a fire hydrant was installed to the north of the 6-inch PVC pipe. The Project continued west on 187<sup>th</sup> Place for approximately 750-feet then, the project continued south on 187<sup>th</sup> Place for approximately 60-feet. The water main was reduced to 4-inch PVC west of the fire hydrant. A 2-inch Blow-Off Hydrant (Kupferle MainGuard™ No77) was installed at the end of the 4-inch water main. The 4-inch water main is located on 187<sup>th</sup> Place in the roadway along the south edge of the road. The portion of the project that was oversized to accommodate the fire hydrant and

the fire hydrant and appurtenances general facilities. The 4-inch water main, blow-off hydrant, air release valves, and other components installed west of the fire hydrant are local facilities.

**Section 2: Approval of Latecomers Agreement.** The Board of Commissioners approves the Latecomers Agreement, attached hereto and incorporated hereto as Exhibit A.

**Section 3: Authorize and Direct** the North Beach Water District's General Manager to execute and deliver the Latecomers Agreement approved in Section 2 and do any and all things and to execute and deliver any and all notices or documents which may be required or advisable in order to complete the 187<sup>th</sup> Place Water Main Extention.

**Adopted by** the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on the 7<sup>th</sup> day of August 2019.

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Brian Sheldon, Commissioner, Position #1



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Gwen Brake, Commissioner, Position #2



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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

<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 Sea Lake Plat Lots 3-10
<b>Assessor's Tax Parcel ID No.:</b>	74063000002 74063000003 74063000004 74063000005 74063000006 74063000007 74063000008 74069000010 74069000008 74069000004 74069000003 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.

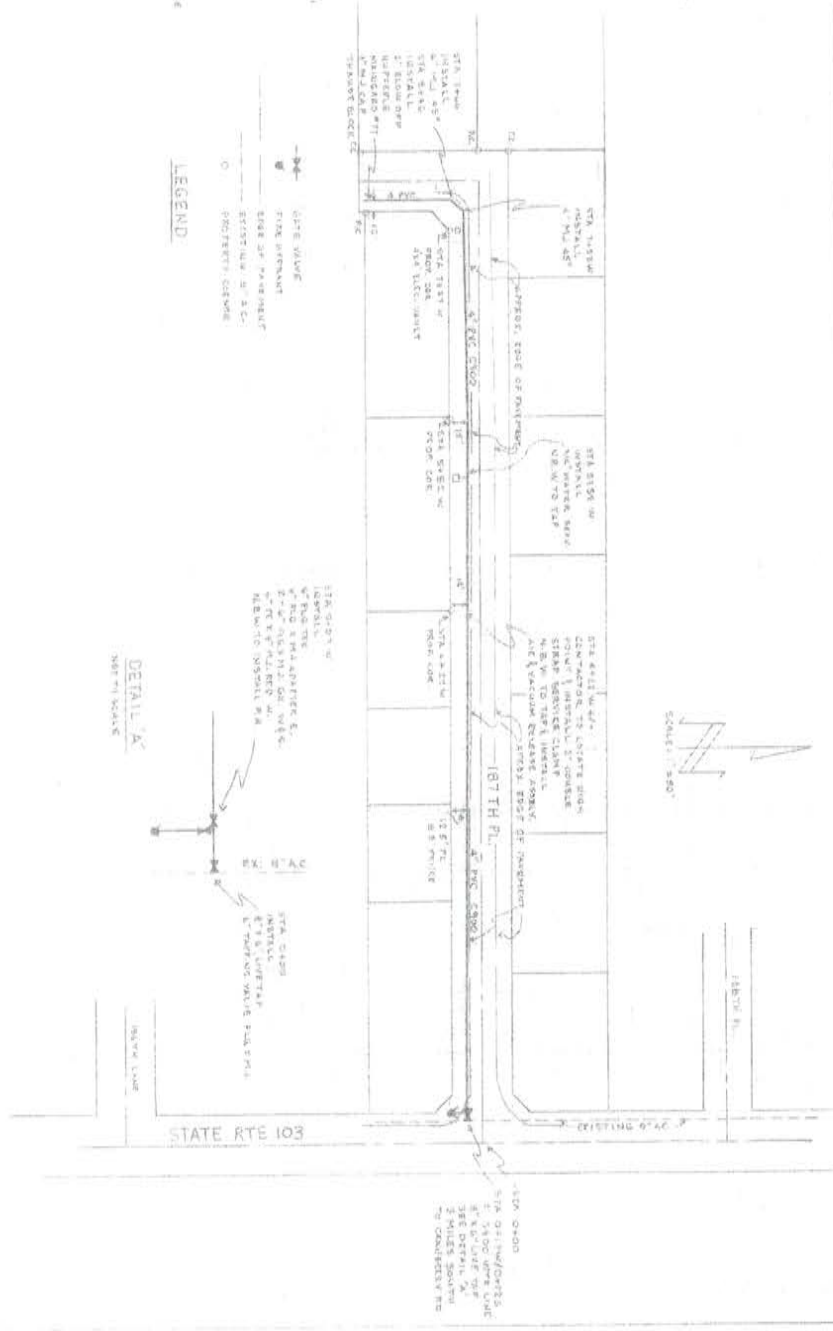
Dated this \_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
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 FOR INSPECTOR CONSTRUCTION.
2. IN REVISIONS: ALL WORK AND MATERIALS SHALL BE APPROVED WITHIN THE 30 DAY PERIOD. REVISIONS AND SPECIFICATIONS OF CONTRACTOR SHALL BE SUBMITTED TO THE DISTRICT ENGINEER AND APPROVED PRIOR TO CONSTRUCTION. APPROVED REVISIONS SHALL BE SUBMITTED TO THE DISTRICT ENGINEER AND APPROVED PRIOR TO CONSTRUCTION.
3. NOTIFY OWNER TO VERIFY EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION AND ANY REVISIONS BY OWNER.
4. PERMIT TO CONSTRUCT SHALL BE OBTAINED FROM THE DISTRICT ENGINEER PRIOR TO BEGINNING CONSTRUCTION. PERMIT SHALL BE OBTAINED FROM THE DISTRICT ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE DISTRICT ENGINEER'S REQUIREMENTS AND SPECIFICATIONS.
6. ALL MATERIALS SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
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12. ALL MATERIALS SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
13. ALL MATERIALS SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
14. ALL MATERIALS SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.
15. ALL MATERIALS SHALL BE APPROVED BY THE DISTRICT ENGINEER PRIOR TO CONSTRUCTION.



LEGEND

- SITE VALVE
- FIRE HYDRANT
- EXISTING WATER MAIN
- PROPOSED WATER MAIN

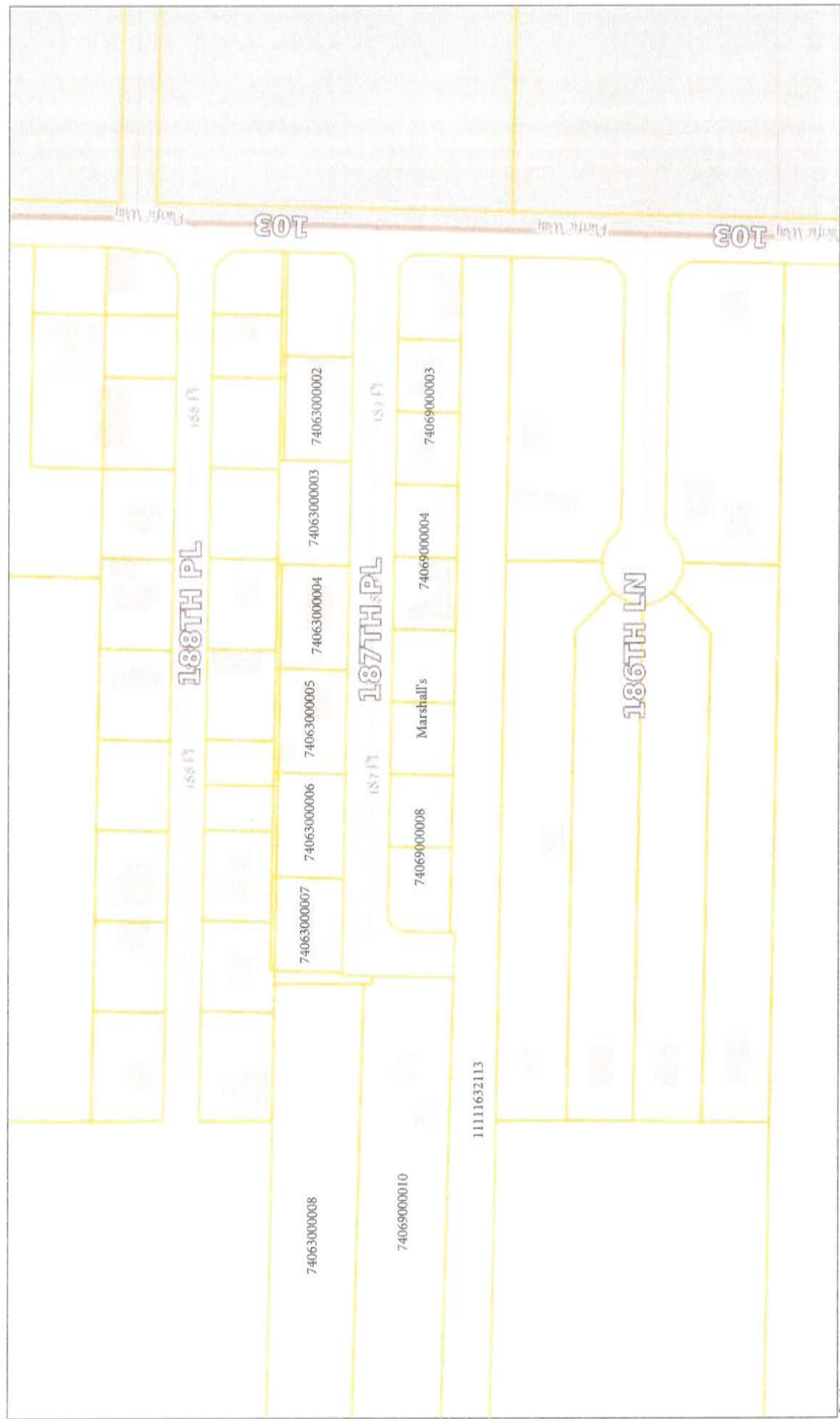
DETAIL A  
NORTH SCALE



**TWP**  
 THOMAS J. FRARE  
 DISTRICT ENGINEER  
 NORTH BEACH WATER DISTRICT  
 187th PLACE WATERLINE  
 SCALE: 1" = 50'  
 DATE: APRIL, 2008

**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:** This map is provided as a reference only. It is not intended to be used as a legal document or to create any rights. The information shown on this map is derived from public records and is not guaranteed to be accurate. The information shown on this map is derived from public records and is not guaranteed to be accurate. The information shown on this map is derived from public records and is not guaranteed to be accurate.



**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 charges 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:

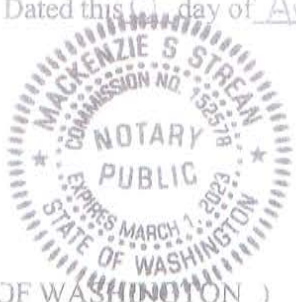
NORTH BEACH WATER DISTRICT

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

STATE OF WASHINGTON )  
                        ) 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 9<sup>th</sup> day of April 2019.

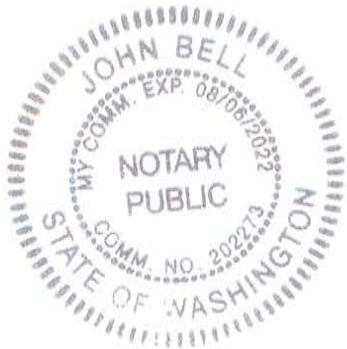


Mackenzie S. Stream  
Notary Public - For State of Washington  
Residing in: Vancouver WA 98686  
Commission Expires: March 1, 2023

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 2019.  
April



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