

CAMANO HILLS WATER COMPANY, Inc.

2. The Purveyor shall be responsible for the preparation of plans for all additional major facilities or modifications to existing facilities described in **Exhibit B** related to and necessary for the proposed water main extension, including, but not limited to, pressure reducing valve stations, pump stations, wells and water storage reservoirs. The Purveyor shall be responsible for surveying, environmental assessments, and permitting related to this work.
3. The Purveyor will submit to all regulatory agencies with oversight of the public water system any necessary project report and/or amendment to plans, such as the six-year *Water System Plan* required and approved by the WA Department of Health.
4. The Applicant shall bear all cost of the water main extension and construction or modification of facilities related to the extension, subject to the terms of a reimbursement agreement between the Applicant and Purveyor.
5. The Applicant shall bear all cost for the Purveyor's preparation of plans for the water main extension, additional facilities or modifications to existing facilities necessary to allow the system extension, and for the preparation of reports and submittals for these facilities to all regulatory agencies with oversight of the public water system.
6. The Applicant may apply for a reimbursement agreement with the Purveyor in the form attached hereto as **Exhibit C**. The Applicant's right to apply to the Purveyor for a reimbursement agreement shall expire upon execution of this Agreement.
7. Customers connecting to the water main extension shall comply with the Purveyor's service policies and tariff/rules and regulations approved by the WA Department of Health and WA Transportation Commission. Each Customer shall pay the ~~water system facilities charge and~~ connection fee stipulated in the tariff in effect at the time of application for service.
8. The Applicant shall pay a minimum deposit of \$2,500 to be applied to the Purveyor's costs incurred relating to this Agreement including, but not limited to, extension agreement setup, design of facilities by the Purveyor's Engineer, Extension Plan preparation and all other Purveyor administrative, engineering and legal fees and costs. If the proposed extension is for a new subdivision, the final plans will not normally be prepared by the Purveyor until the plat has been filed with the County Auditor.
9. The water main extension work shall be performed by Holbeck Construction & Design, Inc. ("Holbeck Construction") who will be employed by the Purveyor. The Applicant shall reimburse the Purveyor for the payment of all invoiced costs from Holbeck Construction for the work, plus all inspection and administration costs incurred by the Purveyor. Holbeck Construction shall be compensated for the work on a time and materials basis, including applicable taxes. The hourly rate of

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EXHIBIT C TO WATER MAIN EXTENSION AGREEMENT

the Purveyor. The Purveyor shall be provided with a signed copy of such assignment by the Applicant.

5. The Purveyor's administration fee applied to this Agreement shall be the fee allowed in current tariff/rules and regulations approved by the WA Transportation Commission, or if no fee is provided for in current tariff/rules and regulations, then a reasonable fee set by Purveyor after considering the time spent in administering this Agreement and office overhead costs.

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6. In the event that the Purveyor, after collecting said reimbursement fee(s), and after due and diligent efforts to deliver said fund(s) to the Applicant, her heirs, successors, or assigns, for a period not to exceed one year in duration, finds that it is unable to deliver said funds to the Applicant, her heirs, successors, or assigns, the rights of the Applicant to collect said funds shall be forfeit, and shall terminate ninety (90) days after publication in a local newspaper of record for two consecutive issues of said paper of a Public Notice advising that the funds are available and will be forfeited upon a date specified if not claimed.

7. All amounts received by the Purveyor pursuant to this Agreement, less administrative costs, shall be paid (mailed) to the Applicant, her heirs, successors, or assigns within 60 working days after receipt thereof by the Purveyor.

8. At the end of the 5 year period, this Agreement shall automatically terminate and be null and void. Any funds or charges collected by the Purveyor over and above the amount due to Applicant or any such funds collected by the Purveyor after said 5 year period expires shall belong to the Purveyor.

9. The Applicant agrees to indemnify and hold the Purveyor and its officials, employees, agents, volunteers, attorneys, and engineers, individually and severally, harmless in any legal challenge to the sufficiency, fairness, timeliness, or enforceability of this Agreement. Any and all costs associated with any defense of or challenge to this contract or any parts thereof shall be at the sole cost and expense of Applicant, its heirs, successors or assigns seeking to protect the recovery herein specified.

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10. In the event that any part of this Agreement shall be found invalid or inapplicable by a court of competent jurisdiction, such finding shall in no way affect any other parts or remainder thereof.

ACCEPTANCE OF THIS APPLICATION BY THE PURVEYOR CONSTITUTES A CONTRACT WITH THE APPLICANT, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS AGREEMENT, THE PURVEYOR'S STANDARD SPECIFICATIONS FOR WATER MAIN CONSTRUCTION AND STANDARD PLANS, THE EXTENSION IMPROVEMENT PLANS AND DESIGN APPROVED BY THE