

ROOSEVELT WATER ASSOCIATION INC.

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**DEVELOPER EXTENSION AGREEMENT
WITH**

Development Name

Date



DEVELOPER EXTENSION AGREEMENT WITH

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Development Name: _____

DEVELOPER EXTENSION AGREEMENT

THIS AGREEMENT, entered in duplicate between Roosevelt Water Association, Snohomish County, a private corporation of the State of Washington, hereinafter referred to as the "Association" and _____, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, the Association operates and maintains a domestic water supply system within its boundaries which can serve property of Developer, and

WHEREAS, Developer desires to construct certain water mains and appurtenances at its own cost to serve Developer's property, for delivery to and operation by the Association;

NOW, THEREFORE, IT IS HEREBY AGREED that:

1) Nature and Location of Extension

The land for which domestic water supply is requested and to which this Agreement applies, is real property in Snohomish County, Washington, known as _____ legally described in Exhibit "A," attached hereto and by this reference incorporated herein. By executing this Agreement, Developer represents and warrants that it is the owner of record of the above-described property. If such representation of ownership is invalid, this Agreement shall be void. Developer agrees that the Association may require Developer to furnish a title report for the property at Developer's expense.

2) Fees and Expenses to be Paid by Developer

At the time the Developer executes and delivers this signed Agreement to the Association, the Developer shall pay estimated associated charges as set forth in Association policies, or any subsequent amendment thereto, which charges are more specifically described as follows:

Developer Extension Charge associated with the extension of water facilities (See subsections a & b below) including:

| | |
|------------------------------------------------------------|-----------------------------------------------------------------|
| Application for Water (see application form on RWA website | |
| Administration and Agreement Preparation | |
| | \$1,000.00 First 4 lots plus \$100.00 each lot after 4 lots |
| Engineering Design Review | \$ 1,000.00 estimate |
| Construction Inspection and Test Observation | |
| | \$1500.00 for the first 20 hours and \$ 75.00 per hour after 20 |
| hours Right-of-Way (ROW) construction to cover Association | |
| for the county Right-of-Way Construction Permit | \$ by Developer |
| Additional charges by City of Everett | \$ Unknown |
| Surcharge for offsite improvements maybe required | \$ To be determined |
| TOTAL | \$ To be determined |

a) The Developer Extension Charge shall cover inspection time by the Association inspector. In the event the extension requires Association inspection in excess of 20 hours, or in the event the Association incurs inspection costs related to ROW Construction Permit, the Developer shall be charged and shall pay, prior to RWA acceptance of facilities, the prevailing hourly rate of \$75.00 for such inspection. In addition, Developer shall pay the Association \$75.00 per hour for the Administration of this Agreement, and the legal fees incurred by the Association relating to the preparation and review of this Agreement and the Administration.

b) The Developer Extension Charge is calculated based upon review of preliminary plans, which review shall not in any way be deemed an approval of plans for construction purposes.

Should actual expenses exceed the amount paid by Developer, the difference shall be paid by Developer to the Association. If the Association determines after the extension is completed and accepted that expenses were less than the fees paid by Developer, then the balance of the fee shall be refunded to Developer.

The foregoing estimate of expenses does not include allowance for any unusual costs incurred by the Association for property surveys, hydraulic modeling, changes in design, extension coordination, errors or omissions by the Developer, its contractor or agents, unusual negotiations, legal expenses or any other unusual project related costs. The Association will bill the Developer for any unusual costs and the same shall be paid promptly by the Developer. The Association may stop work until payment is made.

3) Failure to Execute Agreement

In the event this Agreement is not executed and returned, along with the above-referenced charges, within six months from the date of transmittal of same to the Developer, which date of transmittal is _____, the Agreement shall be void and a new Developer Extension Application, along with application fee, will be required.

4) Failure to Perform Construction

In the event work and construction described herein is not commenced within six months from the date plans and specifications have been approved, or construction has not been completed on or before _____, (unless delayed by an unavoidable accident, strike, or acts of God), this Agreement shall be void and of no force or effect whatsoever. It is agreed by the parties that time is of the essence in all matters relating to the performance of this Agreement.

5) Description of Extension

6) Selection of Developer's Engineer

The Developer shall notify the Association in writing of the person or firm proposed to design and prepare the plans ("Developer's Engineer") when Developer submits this Agreement to the Association. The Developer shall not employ any person or firm for any part of the Design work the Association objects to as incompetent, unfit or irresponsible. Nothing contained in this Agreement creates any contractual rights between the Association and any person or firm employed by Developer to design and prepare the plans.

7) Authority of Developer's Engineer

The Developer's Engineer shall only have authority to design the plans for the extension to the Association's water distribution system. The plans shall conform in all respects to Association specifications, using the current Association's Code for Water Main Extensions into Newly Platted Areas dated _____, and must be approved by the Association Engineer and the Association before work begins. The Association shall approve, modify or reject the plans. Failure of the Association to require changes in the plans prior to their approval shall not be a waiver of the Association's right to require changes in the plans during the course of work. The Developer is responsible to ensure the plans designed by Developer's Engineer conform in all respects to Association specifications. Failure of the Association to discover errors, omissions or discrepancies in the plans shall not relieve the Developer of this responsibility.

8) Preparation of Plans by Developer's Engineer

Developer must comply with the following requirements:

- a) Before commencing preparation of the plans, Developer must:
 - i) Obtain official preliminary plat approval for Developer's project using a minimum scale of one (1) inch equals fifty (50) feet;
 - ii) File with the Association Engineer a contour map, the road and storm sewer plans and profiles for the project; and
 - iii) File with the Association Engineer a contour map of the project with contour intervals of five (5) feet or less and using a scale of one (1) inch equals fifty (50) feet. All data shall be based on North American Vertical Datum of 1988 (**NAVD 88**).

b) Upon completion of 8(a), the Association and the Developer and Developer's Engineer will hold a pre-design meeting approximately ten (10) working days after completion of 8(a). The Developer shall arrange for the conference and the attendance of concerned parties.

c) At the pre-design meeting, the Developer's Engineer shall submit to the Association conceptual plans for the water system improvements to serve the project.

d) After preliminary review of the conceptual plans, Developer's Engineer shall submit to the Association Engineer a preliminary design and plans for review and approval. The Association Engineer shall have the right to require changes in the preliminary design and plans.

e) After approval of the preliminary design and plans by the Association Engineer, Developer's Engineer shall prepare proposed final plans and submit two (2) copies to the Association Engineer and two (2) copies to the Association for review by the Association.

f) After completion of all required changes to the preliminary plans, if any, the Association shall consider the final plans for approval. The Association shall have the right to approve, reject, or require changes to the final plans.

g) The Association's approval of the plans shall be noted on the original Mylar drawings.

h) The Developer's Engineer shall notify the Association of any permits required. Should changes to the plans be required to obtain permits and approvals, then Developer's Engineer shall make all required changes.

i) After Developer has been notified in writing by the Association that the final plans have been approved, Developer and Developer's contractor shall meet with an Association representative for a pre-construction conference before construction is commenced.

The originals of all plans prepared by Developer's Engineer shall be delivered to the Association upon completion of the plans and shall become the property of the Association. Neither Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark or patent in the plans.

9) Contractors, Subcontractors, Labor men and Materialmen

The Association has a substantial interest in determining that the extension is to be constructed and connected to the existing system of the Association in a good, workmanlike manner and, therefore, the Developer and/or additional owners agree to submit the names of all contractors, subcontractors, materialmen and suppliers, or in the event that the owner or additional owners are contractors, then a statement that said Developer or additional owner will perform said improvement, and the Association reserves the right to approve or disapprove of the same, which approval the Association will not unreasonably withhold; however, in determining whether said developer, additional owner, contractor, subcontractor, materialmen, or laborer is or

is not satisfactory, the Association can take into consideration said parties' prior experience, available manpower and equipment, financial ability, prior work performed by said party for or on behalf of the Association, and the recommendation of the Association's engineer.

Said names shall be submitted to the Association no later than fourteen (14) days prior to any construction being performed with respect to said real property described in this agreement and, if said party is not acceptable to the Association, the Association will so notify the Developer within five (5) business days after notification is given to the Association of the name of said party whereupon the Developer and/or additional owner shall re-submit alternates 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 Association with the same period of time specified.

10) Performance Guarantee

Developer shall, if requested, furnish to the Association prior to the pre-construction conference a performance guarantee of a type and in a form as determined by the Association, in its sole discretion, in an amount equal to the engineer's estimated cost of the extension(s) or contractor bid price(s). The performance guarantee shall require completion of all work in accordance with the Agreement, the plans and specifications and other requirements of the Association within a period of twelve (12) months from the date of acceptance of the plans by the Board.

The Association, in its sole discretion, may also require a payment bond of a type and in a form as determined by the Association requiring the payment by the Developer of all persons furnishing labor and materials about the work performed under the Agreement, and shall hold the Association harmless from any claims from there. Any bond required by the Association shall be provided to the Association prior to the pre-construction conference.

No third person or party shall have any rights under any performance guarantee the Association may require from the Developer and such is provided entirely for the benefit of the Association and the Developer and their successors in interest.

11) Timing of Delivery of Agreement to Association

In the event this Agreement is not executed and returned, along with the charges referred to in Paragraph 2 above and Paragraph 10 above, within six (6) months from the date of transmittal of same to the Developer, the Agreement shall be void, and a new Developer Extension Application, along with application fee, will be required.

12) Right-of-Way and Other Permits

The Association will make application for Snohomish County “Right of Way Use Permit for Utility Construction”. Developer acknowledges familiarity with the provisions of such Right of Way Construction Permit and agrees that it or its contractor's failure to comply with any of the provisions of the permit shall entitle the Association, in addition to the right to enforce any other remedy available to Snohomish County as the permitting party, to immediately stop all construction activity on the right-of-way until the violation or violations have been eliminated and corrected to the satisfaction of the Association, and the Association shall not be held liable for any damages, either direct or indirect, for the delay and expense of such work stoppage. Developer shall furnish bonds required for work in State or County rights-of-way. Developer shall procure all other state and county licenses or permits.

13) Easements

All easements shall be obtained by the Developer in a form satisfactory to the Association without cost to the Association. In the event an easement is required over real property other than real property described in Paragraph No. 1, herein, such easement, together with title report or other sufficient proof of ownership of such real property, shall be delivered to the Association prior to commencement of work.

Developer shall be obligated to obtain a written release from any property owner across whose property construction is performed pursuant to the grant of an easement, sufficient to indicate that the site restoration on the easement is satisfactory and complete.

Easements shall be delivered to the Association prior to acceptance of the improvements. The Developer shall provide the Association's Engineers with supporting data to verify the location of all easements. All easements shall be a minimum of twenty feet in width, and shall be clearly written in a manner that the easement can be plotted from the description. Permanent easements shall be conveyed to the Association free of any permanent structures or other structures which interfere with Association maintenance and repair responsibilities. Developer further covenants and agrees not to construct or install such structures on or near the easement after Association has accepted the improvements.

14) Restoration Performance Bond

Prior to the commencement of work described herein, Developer shall deliver to the Association a copy of the restoration performance bond in the sum of \$50,000.00 as posted with Snohomish County, conditioned that Developer will restore to the satisfaction of the Association, and the state and county agencies as applicable, all work to be performed hereunder in public rights of way and Association easements. Form and contents of bond shall be determined by the Association.

15) Construction Performance

Construction shall be performed in accordance with this Agreement, Association approved plans and only under the supervision of workers or craftsmen experienced in the installation of water mains and the related work.

16) Indemnity

The Developer shall indemnify, defend and hold the Association and all of its representatives harmless from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against the Association by reason of the act or omission of the Developer agents or employees, in the performance of the work, and for any cost or expense incurred by the Association in connection therewith, including overhead expense, legal expense, reasonable attorney's fees and costs attributable thereto; and if suit in respect to the foregoing is filed, then Developer shall appear and defend the same at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the Association, then the Developer shall pay the same.

Developer agrees to hold Association harmless from any liability or expense, including reasonable attorney's fees incurred by Association by reason of Developer's (or Developer's employees or contractors) breach of any covenant contained in any franchise or permit granted by state, city, or public or private utility to Association for the purpose of enabling Developer to undertake construction within any right-of-way.

Developer further agrees that if any official complains to the Association that Developer is violating such franchise or permits in any respect, or if Developer damages any Association's facilities; then the Manager shall give Developer such notice as is reasonable under the circumstances to comply with such franchise or permit or to make repairs or restoration. If the Association deems it necessary to make any repairs or restoration (emergency or otherwise), then the Developer shall reimburse the Association for the cost thereof.

In any claim against the Association, its agents or employees by any employees of the Developer, its contractor, or any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer, Contractor, or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other employee benefit acts. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

17) Liability Insurance

The Developer shall procure from insurance companies which have an A.M. Best rating of "A minus" or better commercial general liability ("A" or "A plus"), and comprehensive automobile liability insurance against liability to the Developer, the Association, the Association's Engineer and the Association employees for negligent injury to person or property resulting from performance, supervision, or inspection of the work.

The Developer shall also procure from such insurance companies builder's all risk completed value insurance which shall insure against All-Risks including Earthquake, Collapse and Damage resulting from Faulty Workmanship, Material or Design and shall provide coverage for the entire work which is the subject of this Agreement on a 100% completed value basis, and shall include completed work and work in process.

The Association and the Association's Engineer shall be named as additional insureds under such policies.

Proof of the existence of such insurance shall be provided to the Association by an endorsement to Developer's policy or policies. The minimum limits of coverage shall be as follows:

| | |
|-------------------------------|-----------------|
| General Aggregate | \$ 2,000,000.00 |
| Products - Comp/OPS Aggregate | \$ 2,000,000.00 |
| Personal Injury | \$ 1,000,000.00 |
| Each Occurrence | \$ 1,000,000.00 |
| Automobile Liability | \$ 1,000,000.00 |

The Association shall be given at least forty-five (45) days written notice of cancellation, non-renewal, material reduction or modification of coverage. Such notice shall be sent by "certified mail."

The coverage as provided by the Developer's insurance policies are to be primary to any insurance maintained by the Association and the Association's Engineer, except with respect to losses attributable to the sole negligence of the Association. Any insurance that might cover this Agreement which are maintained by the Association and the Engineer shall be in excess of the Developer's insurance and shall not contribute with it.

The Developer's insurance policy shall protect each insured in the same manner as though a separate policy had been issued to each. The inclusion of more than one insured shall not affect the rights of any insured with respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

The general aggregate provisions of the Developer's insurance policy shall be amended to show that the general aggregate limit of the policies apply separately to this extension.

The Developer's insurance policy shall not contain a deductible or self-insured retention in excess of \$10,000 unless approved by the Association.

The Developer's insurance policies shall contain a provision that the Association has no obligation to report events which might give rise to a claim until a claim has been filed with the Association's Board of Trustees.

Providing coverage in the stated amounts shall not be construed to relieve the Developer from liability in excess of such limits.

18) Construction

Developer shall notify the Association the date work and construction described in the Agreement will commence, and said notice shall be given not less than 72 hours (not including Saturday, Sunday, or national holidays) prior to such date. Once work is commenced, it shall vigorously, consistently and in a first-class workmanlike manner be carried to completion.

Developer shall maintain at the construction area at all times during construction, a representative to whom Association notices may be given regarding construction. Said representative shall be designated in writing by the Developer before start of work. Developer may request inspections during construction upon two days' notice to the Association.

The Developer shall maintain on the job-site extension plans marked to indicate Association-approved plan revisions made in the field and other details of construction. The drawings shall be made available upon completion of the extension to the Association for use in preparation of "as constructed" records. The Developer shall be responsible for the cost of any required "as constructed" drawings.

19) Grading of Roads

Developer shall grade all roads to the design sub grade elevation prior to the start of construction and shall advise the Association in writing of any changes which may be contemplated during construction. If the Developer changes the sub grade elevation of the road after completion of the extension, or any part thereof, the Developer shall be responsible for all costs incurred to raise or lower the water lines and/or water services as required to return water line to design depth, as a result of said change in sub grade elevation. This obligation shall remain in full force until Snohomish County or other applicable agency having jurisdiction over the streets and roadways releases the right-of-way or road construction bond or bond of other description in connection with the Developer's obligation to the County for restoration of the roads and streets on which construction has been performed or affected.

20) Maintenance of Correct Alignment and Grade

The Developer and his contractor shall maintain the correct alignment and grade. The Developer and it's contractor shall make gradual changes in grade and provide straight grades through localized breaks in grade.

21) Connection to the Association System

Not less than seventy-two (72) hours prior to the time that said extension is partially or fully completed and connection to the Association's system is desired, written application for permission to make the actual connection to the Association's system at a specified time shall be made by Developer or his contractor. All connections to the existing system and all testing of the new line shall require authorization of the Association and its Engineer and/or his authorized representatives.

Opening of valves and use of water from the Association's system will be done by the Association and/or its authorized representative. The Association reserves the right to require that connections be made by live tap where disturbance of water service would, in the opinion of the Association, be unduly detrimental. The Association may elect to make connections to the existing system, and the Developer shall pay all costs for the connection.

22) Testing

Testing of water facilities shall be performed as required by the Association and only after satisfactory tests have been completed and witnessed by the Association's designated agent, will the extension be accepted. All testing costs shall be paid by the Developer. Specific testing requirements will be defined in the plans and specifications.

23) Maintenance Bond

Acceptance of the extension by the Association shall not relieve the Developer of the obligation to correct defects in labor and/or materials as required herein. Prior to acceptance of the extension by the Association and the transfer of title thereto, Developer or contractor shall deliver to the Association a bond in the amount of ten percent (10%) of construction costs or \$5,000.00 whichever is greater, to guarantee that a reliable contractor will make and pay for repairs necessary within one (1) year from the date of acceptance of said construction, arising from faulty labor or material. Form of bond is to be approved by the Association. A precondition of the Association's release of the maintenance bond shall be payment by the Developer of all outstanding expenses incurred by the Association pursuant to this Agreement.

24) Bill of Sale

Developer shall deliver a bill of sale for the improvements constructed pursuant to this Agreement. The bill of sale shall contain the following warranties with the Association as beneficiary:

(a) That Developer owns the extension free and clear of all encumbrances and Developer has full authority to transfer title thereto to the Association and will defend the title of the Association against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon; and

(b) That all bills and taxes relating to the construction and installation of the extension and appurtenances have been paid in full and there are no lawsuits pending involving this project. If any lawsuit is filed as a result of, or involving, this project, then the Developer will undertake to defend the lawsuit and will accept responsibility for all costs of litigation, including costs on appeal, and will hold the Association harmless on any judgment rendered against the Association; and

(c) That Developer complied with all laws and ordinances respecting construction of this project, and the extension is in proper working condition, order and repair, and is adequate and fit for the intended purpose of use as a water system and as an integral part of the water supply and distribution system of the Association, and the extension has been constructed in accordance with the conditions and standards of the Association; and

(d) That for a period of one (1) year from the date of final acceptance of the extension by the Association, the extension and all parts thereof shall remain in proper working condition, order and repair; and Developer shall repair or replace, at its expense, any work or material which proves defective during the period of the warranty.

In addition, Developer shall obtain warranties and guaranties from its subcontractor and/or suppliers where such warranties or guaranties are specifically required in this Agreement. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for one (1) year after acceptance of the corrected work by the Association.

In addition, Developer shall provide affidavits or paid receipts from the Contractor and the Developer's Engineer stating that all labor used by them in connection with the installation of said main or mains has been paid and that they, themselves, have been paid in full according to contract.

25) Correction of Defects Occurring Within Warranty Period

When defects in the extension are discovered within the warranty period, Developer shall start work to remedy any such defects within seven (7) calendar days of notice by the Association and shall complete such work within a reasonable time. In emergencies, where damages may result from delay or where loss of service may result, corrections may be made by the Association, and the cost thereof shall be paid by the Developer. If the Developer does not commence and/or accomplish corrections within the time specified, then the work may be accomplished by the Association, and the cost thereof shall be paid by the Developer.

Developer shall reimburse the Association for expenses incurred by the Association resulting from defects in the Developer's work, including actual damages, costs of materials and labor expended by the Association in making repairs and the cost of engineering, inspection and supervision by the Association or the Association's Engineer.

26) Completion Bond

If the Developer completes the extension and desires service prior to the final paving of streets within the project, then at the Association's option and as a condition of service, a cash completion bond shall be deposited with the Association in an amount to be determined by the Association Engineer to cover the cost of work yet to be completed in conjunction with the final paving.

27) Liens

Prior to acceptance of the extension, the Developer shall deliver to the Association a complete release of all liens that arise out of the performance of the work or such other evidence as may be acceptable to the Association that there are no liens against the extension. If any lien arises or remains unsatisfied after acceptance of the extension, then the Developer shall reimburse the Association for any costs incurred on account thereof, including reasonable attorneys' fees.

28) Accounting

Upon completion of construction, Developer shall submit for acceptance and approval to the Association a statement of monies and/or other accounting of monies expended to perform construction described herein, together with such other engineering records and data as may be required by the Association.

29) Meters

In the event Developer requests and the Association provides water meters for the real property described herein, prior to Association acceptance of the extension, Developer agrees to be solely responsible for any loss or damage to such water meters or their installation, which occurs prior to said acceptance of the extension by the Association.

30) Final Acceptance - Conditions Precedent

Compliance with all terms and conditions of this Agreement, the plans and Specifications prepared hereunder and other Association requirements is a condition precedent to the Association's obligation to allow connection to the Association's system, to accept the bill of sale to the extension, to maintain and operate the extension, and to provide service to the real property described in this Agreement.

The Association shall not be obligated to accept title to the extension or to provide service to the real property described in this Agreement if construction by third parties of facilities to be deeded to the Association has not been completed and those facilities are necessary to provide service to the property described in this Agreement.

The Association shall not be obligated to allow service connections to its system until all system extension fees and/or connection charges in effect on the date of application for service have been paid.

31) Independent Contractor

The Association and Developer agree that in carrying out the terms of the contract, the Developer shall be acting as an independent contractor and in no respect shall Developer be deemed an agent of Roosevelt Water Association.

32) Assignment

Developer shall not assign this contract without the prior, written consent of the Association.

33) Connection and Service Charges

The Association shall provide water service following the Association's acceptance of the water distribution system for operation and maintenance. Said water service shall be provided to subject property, or any portion thereof, upon payment of the connection charges as set forth and in accordance with Association Policy. Said connection charges shall consist of the Membership Fee, Capital Facilities Charge (CFC), Meter Installation Charge, and any other charge to be levied in accordance with said Association Policy or amendments thereto or any other applicable Association Policy at time service is requested. These charges at current rates are summarized below:

| | | |
|-------------------------------|--------------------------|----------|
| = Membership Fee | \$ 1,000 per lot x lots | \$ |
| = Capital Facilities Charge | \$ 18,000 per lot x lots | \$ |
| = Service Installation Charge | \$ 5,000 per lot x lots | \$ |
| | | \$ _____ |
| TOTAL | | |

Charges shown reflect the current rates. These charges are subject to change. Charges actually assessed to a specific lot or parcel shall be the charges in effect at the time the water service is actually provided by the Association to that specific property.

34) Partial Waiver

Partial waiver or waiver by acquiescence by the Association of any provision or condition of this Agreement shall not be a waiver of any other provision or condition of this Agreement.

35) Agreement is Covenant

This Agreement shall constitute an easement and servitude upon the property described herein and shall be binding upon the heirs, assigns and successors in interest to the Developer. This Agreement shall constitute an equitable lien against property described herein and in the event of nonperformance by Developer, as stated herein, the Association may foreclose said lien in the manner authorized by law.

36) Complete Agreement

This writing constitutes the full and only agreement between the parties, there being no promises, agreements or understandings, written or oral, except as herein set forth, or as hereinafter may be amended in writing.

37) Attorney's Fees

Upon execution of this Agreement, the parties agree in the event either of them is required to enforce any provision or provisions of this Agreement against the other, that the prevailing party shall be entitled, in addition to all other amounts to which it is otherwise entitled by this Agreement, to its actual attorneys' fees and costs, including those incurred on appeal. In any litigation arising out of this Agreement or related to the project to which the Association is not a party, the Developer will reimburse the Association for all of its costs and expenses, including attorney's or engineer's fees, incurred as a result of such litigation.

38) Subcontracting

Developer is fully responsible for the acts and omissions of subcontractors and persons employed, directly or indirectly, by subcontractors, as well as the acts and omissions of Developer's employees.

39) Laws to be Observed

The Developer and the Contractor shall comply with all federal, state, and local laws, ordinances and regulations that affect the work that is the subject of this Agreement. The Developer shall pay all expenses incurred for complying with such laws, ordinances and regulations.

40) No Third Person Shall Have Any Rights Hereunder

This Agreement is made only for the benefit of the Association and the Developer and successors in interest and no third person or party shall have any rights hereunder whether by agency or as a third-party beneficiary or otherwise.

41) Governing Law/Forum

This Agreement shall be construed and enforced in accordance with the law of the State of Washington. Any suit to enforce the provisions of the Agreement shall be brought in the Superior Court of Snohomish County, Washington.

42) Notices

Any notice required by this Agreement to be given by the Association to the Developer shall be given at the following address:

Name: _____

Address: _____

Phone: _____

Fax: _____

43) Code

The Association's Code for Water Main Extensions into Newly Platted Areas is incorporated by reference herein and made a part of this Agreement, if any provision of this Agreement conflicts with any provision of the Code, the provision of this Agreement shall supersede the provisions of the Code.

Dated: _____

I certify that I know or have satisfactory evidence that _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the
State of Washington
Residing at _____

My Appointment Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of ROOSEVELT WATER ASSOCIATION, a nonprofit corporation, to be the free and voluntary act of such private corporation for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the
State of Washington
Residing at _____
My Appointment Expires _____

Legal Description

Exhibit A

THAT PORTION OF

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.