

SEWER SYSTEM DEVELOPMENT AND EXTENSION AGREEMENT

This Agreement is executed the _____ day of _____, 20____, by LAKE CHELAN RECLAMATION District (herein "District") and _____ (herein "Developer").

I. RECITALS

1.1 Developer is the owner real property located in Chelan County, Washington, and legally described as follows (the "Property"):

Attach Exhibit "A"

1.2 Developer desires to install sewer infrastructure for the collection of sewerage from the Property and delivery to the District's existing sewer mainlines for the benefit of the Property;

1.3 The District desires to provide sewer collection service to the Property using the sewer collection system to be installed by the Developer;

1.4 The District, as a condition of providing sewer collection for the Property, requires that ownership of the sewer collection infrastructure be transferred to the District upon completion of construction;

1.5 The District, as a condition of providing sewer service to the Property, requires that easements be in place for the benefit of the District to allow for the construction, repair, maintenance and modification to the sewer collection infrastructure to be installed for the benefit of the Property.

1.6 The District and Developer desire to enter into this Sewer System Development and Extension Agreement to memorialize the agreement for the Developer's construction of the sewer collection infrastructure system, for Developer's establishment of easements, for transfer of the infrastructure and easements to the District, and to ensure compliance with construction standards and oversight and other matters as set forth below (collectively referred to as the "Work").

NOW, THEREFORE, in consideration of the premises set forth above, and in consideration of the mutual execution of this agreement, the District and Developer agree as follows:

II. AGREEMENT

2.1 Subdivision Plan. Developer plans to subdivide the Property to create residential lots. The subdivision shall contain such sewer infrastructure as to allow for collection of sewerage from each residential lot created. A map showing the planned subdivision is attached as **Exhibit "B."**

2.2 Preparation of Sewer Plan. Prior to or upon execution of this Agreement, the District shall provide basic information as needed by the Developer to construct the sewer infrastructure needed for collection of sewer from the all lots within the Property (the “Sewer Plan”) and deliver to the District’s mainline system. The Sewer Plan must be reviewed, and shall be subject to approval by, the District’s consultant, who shall be a Professional Engineer licensed in the State of Washington. The Sewer Plan shall include the following:

- a. The location of the planned connection to the District’s existing system for delivery of sewerage from the Property;
- b. A plan/profile of all pipe system facilities to be installed to serve the subdivision and its components;
- c. The pipe sizes and specifications of all mains and laterals;
- d. All fittings, equipment and material to be installed in connection with the mains and laterals in order to transport sewerage from the Property to the District’s system;
- e. Standards and methods of construction to be used in the installation of mains and laterals, with fittings, equipment and materials (all herein collectively referred to as the "Sewer System").
- f. Any other information, which the District determines is required by the particular circumstances involved.

Nothing in this Agreement shall be deemed to impose any duty or obligation on the District to determine the adequacy or sufficiency of plans and designs of Developer or to ascertain if Developer’s construction conforms with the plans and specifications that Developer submits.

2.3 Easements. The Developer’s subdivision shall contain easements to each lot allowing for the placement of the sewer infrastructure. The sewer infrastructure easements shall be a minimum of 10 feet in width. No other use of the sewer infrastructure easement shall be allowed that would be inconsistent with the District’s use of the easement for the sewer infrastructure. No other use of the sewer infrastructure easement shall be allowed that would interfere with the District’s ability to improve, maintain or repair the sewer collection infrastructure. The easements are generally depicted on the attached **Exhibit “C”** map.

2.4 Extension of Existing District Infrastructure. Developer shall be responsible for the construction of all sewer infrastructure needed to collect sewerage from the Property and deliver to existing District mainlines. Developer shall be responsible for creation of the easements necessary for placement of the sewer infrastructure required for collection of sewerage from the Property and deliver to the District’s sewer system. A map showing the planned easements for placement of the

sewer infrastructure running from the lots within the Property to the District mainlines is attached as **Exhibit “D.”**

2.5 Specifications. Developer in designing, constructing, installing, maintaining, repairing, or removing the sewer infrastructure shall act in accordance with good engineering practice and shall comply with all applicable codes, regulations, and standards, District requirements, and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

2.6 Submission of Plan. Prior to any installing, maintaining, repairing, or removing any part of the Work, or when that activity might potentially impact any existing District’s irrigation, domestic water or sewer lines or infrastructure, related facilities, or operations, Developer shall submit to the District plans for the same that are satisfactory to the District. Developer shall undertake no work until having received the District’s prior written approval of its plans.

2.7 Work Standards. Developer shall perform all the work in a careful and workmanlike manner. Developer shall exercise its rights so as to avoid interference with and so as not to obstruct or endanger the District’s irrigation, domestic water or sewer lines or infrastructure or related facilities and operations. Developer shall have all work performed by a licensed and bonded contractor. The Developer shall provide to the District the contractor’s proof of license, bond and insurance.

2.8 Installation of Main Taps and Gate Valves. All connections to existing District facilities, necessary to serve such Sewer System, shall be installed by District personnel, at the expense of the Developer as computed by the District. All costs shall be paid in full prior to acceptance of the Sewer System by the District.

2.9 District's Inspection and Direction During Construction. The District, by its agents, servants and employees, shall have the right to enter upon the Developer’s property, at any time prior to the completion of the construction, installation, inspection and testing of the system to inspect the construction of the Sewer System and/or to direct the Developer, his contractor, agents, or employees, to take any action necessary to fully comply with the Sewer Plan. Developer shall take, or cause to be taken, any action directed by the District, and shall cause such Sewer System to be constructed in all respects in full conformity with the Sewer Plan. The Developer shall reimburse the District for the inspection services at the current inspection rate plus expenses.

If the scope of the project requires such, the District will require the design-engineering firm to provide inspection of the construction work. The Developer shall be responsible for the charges from the engineering firm. The District and the engineering firm shall coordinate the inspections and resolve any disputes regarding plan or specification interpretation.

2.10 Inspection and Testing of Completed System. When the Developer believes that the Sewer System has been completed in full conformity with the Sewer Plan, it shall notify the District. The District shall inspect the Sewer System and be present during tests to the Sewer System as the District shall specify. Such testing shall be at the expense of the Developer. Following such testing, the District shall notify the Developer in writing of any additions, changes or modifications required for approval.

2.10 Clean up upon Completion. Upon completion of its activities related to the work performed under this Agreement, and on completion of any subsequent work performed by Developer in the vicinity of any District infrastructure, Developer shall remove all debris and restore the area surrounding it and related facilities to the condition in which they were prior to the commencement of its activities. Such restoration shall be to the District's reasonable satisfaction.

2.11 Conveyance of System and Easements. Upon being advised that the system is approved by the District, all sewer infrastructure installed for collection of sewerage from the Property for delivery to the District mainlines shall become the property of the District. The Developer warrants that all infrastructure conveyed shall be conveyed free and clear of any and all liens, claims and encumbrances. In addition, the Developer shall prepare and record such conveyance documents as are necessary to create or transfer to the District the easements necessary for collection of sewerage from the Property and from all lots created within the Property.

2.12 Acceptance of System. Upon approval of the construction and conveyance of the Sewer System by the District, and the deposit of cash or a bond by the Developer as hereinafter provided, the District shall notify the Developer of its acceptance of the system. The system shall then become a part of the District's system for the collection of sewerage from its users. Thereafter, the Developer and its assigns shall be entitled to receive sewer collection service from the District in the same manner, and upon the same terms as other sewer users within the District.

2.13 As-Built Plans. Developer will provide both a **full size** hard copy and **an electronic copy** of the as-built plan showing final construction of the sewer system and sewer lines and other physical features certified by the Professional Engineer. The electronic copy format to be specified by the District.

2.14 Repairs to and Replacement of System. Following the acceptance by and conveyance of the said sewer collection system to the District, the responsibility for repairs and replacements thereto shall be as follows: For the first twelve (12) months following such conveyance, the obligation and expense of any repairs or replacements to the Sewer System, or expense as a result of the Sewer System construction, which are required by the District, shall be that of the Developer.

Any such repairs or replacement shall be done by the District or whomever they shall contract with. The cost shall be paid by the Developer, as computed by the District. The Developer shall deposit with the District cash or a maintenance bond with a surety acceptable to the District in the sum equal to total labor and materials costs unless reduced per specifications. In the event the Developer fails or neglects to pay the costs of any such repairs or replacements during the twelve-month period the cost may be deducted by the District from the cash deposit or enforced by recovery against the maintenance bond. Any legal fees associated with recovery of said costs or enforcement of the maintenance bond shall be the responsibility of the Developer. After the Developer's responsibility for repair or replacement has terminated, any balance of the cash deposit will be refunded to the Developer.

2.15 District Assumption of Maintenance Responsibilities. Twelve (12) months after the conveyance of the sewer system, the responsibility for the repair and replacement of that portion of the system conveyed by the Developer to the District, shall become the responsibility of the District. Provided, however, that the Developer shall be responsible for maintenance for a period of twelve months on any repairs or replacements that take place during the Twelve (12) following acceptance of the Work by the District.

2.16 District Costs and Deposit Due. Developer shall be responsible for all costs associated with the District's review and approval of its plans, including costs for the District's consultants and including the District's legal fees incurred in preparation of any documents and relating to this Agreement. The Developer will make an advance deposit to the District to be applied towards the District's engineering, legal and other expenses related to implementation of this Agreement. Due upon signing of this agreement will be the following minimum deposit:

- Small Scale project including short plats up to 4 lots will require a \$2,500 deposit
- Plats up to 15 lots will require a \$5,000 deposit
- Plats larger than 15 lots will require a \$5,000 deposit plus \$100 per lot above the 15

In addition to the above minimum deposit, the District may require an additional deposit to cover additional costs like tap fees, etc.. Any amount of the deposit that not used shall be refunded to Developer within 30 days of completion of project and conveyance of system. Final District approval of the Sewer Plan, and final District sign off with Chelan County on the project, will be contingent upon Developer fully complying with the terms of this Agreement, including making full payment of all of the District's costs, which shall be itemized and invoiced to the Developer.

2.17 Condition of Sale. Developer shall not sell any lot within the Developer Property prior to completion of the Sewer Plan and final approval and certification of the Sewer Plan by the District.

2.18 Performance Bond. Notwithstanding the above, in the event that Developer seeks the District's final subdivision approval prior to completion of construction of the sewer infrastructure, the District may sign off on condition that Developer deliver to the District a Performance Bond covering faithful performance of this Agreement and executed as surety by a corporation authorized to issue surety bonds in the State of Washington with sureties satisfactory to the District, for one hundred twenty five percent (125%) of the cost to complete the Work as determined by the District's engineer. The form of the Performance Bond that Developer must execute is attached as **Exhibit "E"**.

2.19 Latecomers Agreement. If a "Latecomers Agreement" or "Recovery Contract" is

Initial _____

 desired and the merits thereof agreed upon by the District, the Developer **must submit a request for such in writing within 30 days of the District's acceptance of the Work.**

Developer shall be responsible for all costs associated with the development of said Agreement including, but not limited to, the District's attorney fees and District staff costs. The purpose of said Agreement is to allow Developer to recover a portion of the costs of installing the Sewer System and improvements from other property owners who later develop property in the vicinity and use the improvements described in this document. In that event, the Developer shall provide to the District a Certification of Costs that shall delineate the total costs to construct all portions of the Sewer System. The Certification of Cost shall be completed and certified by a professional engineer licensed in the state of Washington.

2.20 Indemnity. To the fullest extent permitted by law, Developer specifically and expressly agrees to defend, indemnify and hold harmless the District, its directors, officers, and employees from and against all suits, actions, proceedings, claims, demands, judgments, damages, penalties, fines, and expenses (including, but not limited to reasonable attorney fees), whether arising before or after completion of its activity arising out of or due to:

- a. Any act, omission, fault, or negligence of Developer, its contractors or subcontractors in connection with or incident to the Werke or its activities related to the Work;
- b. Any injury to or death of any person or persons (including any employees(s) of contractors or subcontractors) or damage to any property or environment in connection with or incident to performance of its activities;
- c. Any failure of Developer, its contractors or subcontractors to comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits or other requirements of any third party governmental authority.

Despite the preceding paragraph, Developer's obligation to indemnify the District against suits, actions, proceedings, claims, demands, judgments, damages, penalties, fines and expenses

arising from bodily injury to person(s) or damage to property caused by or resulting from the concurrent negligence of Developer, its agents, contractors, subcontractors, or employees, and the District, in situations constituting construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any road, excavation or other structure, project, development or improvement attached to real estate, including moving and demolition in connection therewith, shall be valid and enforceable only to the extent of the negligence of Developer, its contractors, subcontractors, agents, and employees. Furthermore, in the situations described in this paragraph, Developer shall not be obligated to indemnify the District for the sole negligence of the District. As to claims for indemnity by the District only, Developer specifically and expressly waives immunity under industrial insurance RCW 51, and acknowledges that this waiver was mutually negotiated. Developer acknowledges that by entering into this Agreement with the District, it has mutually negotiated this indemnity provision with the District.

2.13 Insurance. During the time of any construction activities or other substantial activities by Developer or any of Developer's contractors in the immediate vicinity of the District's Irrigation Line or related facilities, and prior to the commencement thereof, Developer shall submit to the District a certificate of insurance for Developer and any of Developer's contractors, in a form acceptable to the District, evidencing that the Developer and its contractors have commercial general liability insurance covering all operations by it or on behalf of Developer on an occurrence basis, against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall provide coverage for:

- a. Premises and operations;
- b. Products and completed operations (which shall remain in effect for a period of at least two (2) years following the completion date);
- c. Contractual liability; and
- d. Broad form property damage, including completed operations.

Such insurance shall have no less than a Two Million and No/100 Dollars (\$2,000,000.00) minimum limit per occurrence for bodily injury, personal injury, and property damage combined, provided that policy aggregates, if any, shall apply separately to claims occurring with respect to Developer's contractor's activities. Property insurance shall be on an "All Risk" policy form. All insurance policies shall provide for waiver of subrogation in favor of the District and shall provide that the insurance shall be primary and not excess to or contributing with any

insurance or self-insurance maintained by the District, and it shall name the District, its directors, officers, and employees as additional insureds.

2.14 District Rules and Regulations. The Developer their successors and assigns shall be subject to the **District's Bylaws, Rules and Regulations** as existing or as amended or modified.

2.15 No Joint Venture. By entering into this Agreement, the Parties do not engage in any form of partnership or joint venture. Neither the Developer nor the District has authority to act on behalf of the other.

2.16 Successors. Prior to completion of the Work, neither this Agreement nor the rights and obligations hereunder shall be assigned without the prior written consent of the District. Upon completion of the Work, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

2.17 Memorandum of Agreement. This Agreement shall not be filed of record with Chelan County, but either the Developer or the District may file of record with Chelan County a Memorandum of Agreement.

2.18 Attorney Fees. The substantially prevailing party in any legal action arising out of or related to this Agreement shall be entitled to recover all costs of suit, including but not limited to, reasonable attorney fees.

2.19 Entire Agreement. This Agreement constitutes the entire agreement between the parties related to this irrigation infrastructure. Any understandings or representations of any kind preceding the date of this Agreement shall not be binding on any party except to the extent incorporated herein.

IN WITNESS WHEREOF the parties have caused this instrument to be executed this
_____ day of _____ 20____.

DEVELOPER:

Printed Name: _____
Title: _____
Phone Number: _____
Email: _____

Printed Name: _____
Title: _____
Phone Number: _____
Email: _____

LAKE CHELAN RECLAMATION DISTRICT:

President: _____

Secretary-Manager: _____

EXHIBIT "A"

Legal Description of Property

EXHIBIT "B"

Design Drawing of Proposed Project/Short Plat/Plat/Etc..

EXHIBIT “C”

Proposed Easements on project map for mainlines, service lines, act to benefit the District

EXHIBIT “D”

Easements needed to cross private property from Districts mainline to your project.

EXHIBIT “E”

Copy of your Performance Bond

SEWER MAIN CONVEYANCE AGREEMENT

This Agreement is executed the _____ day of _____ 20____, by LAKE CHELAN RECLAMATION DISTRICT (herein "DISTRICT") and _____ (herein "DEVELOPER").

RECITALS

1. The DEVELOPER has developed land within the DISTRICT, and, in connection therewith, DEVELOPER has caused to be constructed certain Sewer Facilities per a DISTRICT approved Sewer Main Extension Agreement. The Sewer Main Extension Agreement is for the development more particularly described as follows:

Description of Development: _____

2. The DEVELOPER wishes to convey and the DISTRICT wishes to take ownership to such Sewer Facilities so that the DISTRICT can provide sewer collection services to said development.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, the DISTRICT and DEVELOPER contract and agree as follows:

1. Definitions.
 - a. Construction Contracts: Contracts pursuant to which the Sewer Facilities (defined below) were installed by the contractor.
 - b. Sewer Facilities: All internal sewer facilities constructed to serve development described above, which is located in Chelan County, Washington and recorded as a Plat in Book ____ and Pages ____ and recorded AF# _____ in said Chelan County.
2. Sale and Purchase. DEVELOPER hereby sells, conveys, transfers, and delivers to the DISTRICT all of the Sewer Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Sewer Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.
3. Assignment. Developer hereby assigns all of its rights under the Construction Contracts to the DISTRICT and agrees to make provision for the transfer of any performance and payment bonds and guarantees and warranties executed by the contractor and all other right of DEVELOPER pursuant to the provisions of the Construction Contracts.

4. Representations by DEVELOPER. DEVELOPER represents to the DISTRICT that:
 - a. Title. All the properties of DEVELOPER covered by this Agreement are hereby conveyed to the DISTRICT, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.
 - b. Rights-of-Way, Easements, etc. DEVELOPER represents, warrants, and guarantees that the Sewer Facilities are located in public utility easements or road rights-of-way which area adequate and sufficient to permit the DISTRICT to operate and maintain the Sewer Facilities, and any easements and rights-of-way held by DEVELOPER in connection therewith are hereby transferred to the DISTRICT whether or not expressly described herein.
 - c. Additional Easement(s). All of the Sewer Facilities that are not located in public utility easements or road rights-of-way as shown on recorded plats are within easements granted to the DISTRICT and described on an attached EXHIBIT "B".
 - d. Possession. DEVELOPER is in possession of the Sewer Facilities and no objection to the location or use of the Sewer Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Sewer Facilities are situated is presently being asserted by any person or persons.
 - e. Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of DEVELOPER, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which DEVELOPER is aware connected with the Sewer Facilities or other properties to be conveyed hereunder.
 - f. Known Defects. DEVELOPER represents and warrants that the Sewer Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit the DISTRICT's use of the Sewer Facilities or other properties to be conveyed hereunder.
 - g. Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by the DEVELOPER.
 - h. No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which the DEVELOPER is a party.
 - i. "Record" or "As-Built" Drawings and Engineer's Certificate. Coinciding with this agreement herewith, the DEVELOPER has provided the DISTRICT with a complete set of "record or as-built" drawings as set forth and agreed upon in the Sewer Main Extension Agreement, together with a certificate by a registered Professional Engineer that the Facilities were constructed as indicated on the drawings.
5. Plans and Specifications. DEVELOPER warrants and represents that the Sewer Facilities are constructed in accordance with the plans and specifications previously approved by the DISTRICT as represented in the Sewer Main Extension Agreement.
6. Expenses. All expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby, shall be borne solely by the DEVELOPER. All ad valorem or

property taxes applicable to the Sewer Facilities to the date of signing, including, without limitation, all taxes assessed due to a change in land usage, shall be the obligation of the DEVELOPER.

7. Further Assurances. DEVELOPER agrees that from time to time and upon the request of the DISTRICT, DEVELOPER will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in the DISTRICT and to put the DISTRICT in possession of all of the Sewer Facilities conveyed, transferred, and delivered hereunder, and , in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to the DISTRICT the rights and benefits thereof.
8. Repairs to and replacement of system. Per the Sewer Main Extension Agreement, following the acceptance of said Sewer Facilities by the DISTRICT through the execution of this document, the responsibility for repairs and replacements thereto shall be as follows:

Initial _____

- a. For the first twelve (12) months following such acceptance, the obligation and expense of any repairs or replacements to the Sewer System, or expense as a result of the Sewer System construction, which are required by the DISTRICT, shall be that of the DEVELOPER. Any such repairs or replacement shall be done by the DISTRICT. The cost shall be paid by the DEVELOPER, as computed by the DISTRICT. The DEVELOPER shall deposit with the DISTRICT cash or a maintenance bond with a surety acceptable to the DISTRICT in the sum equal to total labor and materials costs unless reduced per specifications. In the event the DEVELOPER fails or neglects to pay the costs of any such repairs or replacements during the twelve-month period; the cost may be deducted by the DISTRICT from the cash deposit or enforced by recovery against the maintenance bond. Any legal fees associated with recovery of said costs or enforcement of the maintenance bond shall be the responsibility of the DEVELOPER. After the DEVELOPER'S responsibility for repair or replacement has terminated, any balance of the cash deposit will be refunded to the DEVELOPER.
- b. Twelve (12) months after the acceptance of the Sewer System, the responsibility for the repair and replacement of that portion of the system conveyed by the DEVELOPER to the DISTRICT, shall become the responsibility of the DISTRICT.

9. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Sewer System.

10. Indemnification. DEVELOPER HEREBY INDEMNIFIES AND HOLDS

Initial _____

HARMLESS THE DISTRICT FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND

OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST THE DISTRICT BY REASON OF CONSTRUCTION OF THE SEWER SYSTEM AND ASSOCIATED FACILITIES.

11. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

IN WITNESS WHEREOF the parties have caused this instrument to be executed this ____ day of _____
_____ 20__.

DEVELOPER:

Printed Name: _____
Title: _____
Phone: (_____) _____

STATE OF WASHINGTON)
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____, respectively, of _____, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she authorized to execute the said instrument.

Witness my hand and seal the day and year first above written.

Notary Public residing at _____
Printed Name: _____
My Commission Expires: _____

LAKE CHELAN RECLAMATION DISTRICT:

President

Secretary-Manager

THE STATE OF WASHINGTON)
)
COUNTY OF CHELAN)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **David A. Clark** and **Rodney L. Anderson**, to me known to be the President and Secretary-Manager, respectively, of Lake Chelan Reclamation District, and signed on behalf of said District.

Witness my hand and seal the day and year first above written.

Notary Public residing at _____
Printed Name: _____
My Commission Expires: _____

AFFIDAVIT AS TO NO LIENS

THE STATE OF WASHINGTON)

COUNTY OF CHELAN)

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ who is the _____ of
_____ who being by me first duly sworn, upon their oath says:

On this day, is conveying to LAKE CHELAN RECLAMATION DISTRICT all of their right, title, and interest in and to the certain Sewer System and associated facilities and improvements constructed to serve the property located within the DISTRICT described as follows:

Said Sewer System, associated facilities and improvements are free and unencumbered, the contractors and subcontractors which installed same have been paid in full therefor, and there are no liens of any nature whatsoever against said facilities.

DEVELOPER:

Printed Name: _____
Title: _____

STATE OF WASHINGTON)

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____, respectively, of _____, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she authorized to execute the said instrument.

Witness my hand and seal the day and year first above written.

Notary Public residing at _____
Printed Name: _____
My Commission Expires: _____

SEWER MAIN EXTENSION

Certification of Costs

The undersigned is the Developer of PROJECT NAME: _____ and has entered in to a Developer Extension Agreement (Agreement) with Lake Chelan Reclamation District (District) dated this _____ day of _____ 20____, Developer has constructed certain sewer facilities which after connection to the Districts sewer system is to be conveyed to the District by the Developer.

In accordance with the terms of the said Agreement between the undersigned and the District, the undersigned certifies that the costs of construction of the facilities being conveyed to the District pursuant to said Agreement are as follows:

- A. Materials \$ _____
 - B. Labor \$ _____
 - C. Engineering \$ _____
 - D. Permits and Fees \$ _____
 - E. Other Costs:
 - a. _____ \$ _____
 - b. _____ \$ _____
 - c. _____ \$ _____
- TOTAL COSTS OF FACILITIES: \$ _____**

CERTIFIED to Lake Chelan Reclamation District by: _____
who is the _____ of _____ on this _____ day of _____ 20_____.

DEVELOPER:

Printed Name: _____
Phone Number: _____
Email: _____