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, Skagit County Auditor

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RETURN TO:

WHATCOM COUNTY WATER DISTRICT NO. 12
2195 NULLE ROAD
BELLINGHAM, WA 98226

DOCUMENT TITLE(S) (or transactions contained herein):

OWNER'S SEWER EXTENSION AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

[] ADDITIONAL REFERENCE NUMBERS ON PAGE ____
OF DOCUMENT.

GRANTOR(S) (Last name, first name and initials):

1. Buggia Thomas
- 2.
3. Buggia, Sheila
- 4.

[] ADDITIONAL NAMES ON PAGE ____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Whatcom County Water District #12
- 2.
- 3.
- 4.

[] ADDITIONAL NAMES ON PAGE ____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

SEE ATTACHMENT A Sec 7 twp 36N Rng 4E Wm

[] ADDITIONAL LEGAL(S) ON PAGE ____ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER:

P101560

[] TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE ____ OF DOCUMENT.

WHATCOM COUNTY WATER DISTRICT NO. 12
WHATCOM COUNTY, WASHINGTON
OWNER'S SEWER EXTENSION AGREEMENT
BUGGIA PROPERTY

The undersigned, this 14th day of SEPTEMBER 2000, hereinafter referred to as "owner", hereby makes this agreement with Whatcom County Water District No. 12, in Whatcom County, Washington, to construct and install a sewer extension in the public right-of-way under the District's franchise therefor, and/or on easements which are subject to the approval of the District, and to connect to the District's sewage collection system and makes the following representations and agreements, to-wit:

1. LOCATION & EXTENSION

The extension will be installed in roads and/or easements and/or on other approved rights-of-way and shall be for the use and benefit of the property hereafter legally described as follows, which owners warrant they are owners thereof:

See attachment "A"

2. DESCRIPTION OF EXTENSION

The extension shall be constructed according to the "Engineering Report for Buggia Property, Lift Station and Force Main", dated March 4, 1996, and report revisions dated May 17, 1996, prepared by Reichhardt and Ebe Engineering, Inc., and shall be installed in accordance with plans and specifications approved by the District's Engineer, and in accordance with the standards and conditions for constructing extensions to the sewer system adopted by the Board of Commissioners of the District, the terms and conditions of which are attached hereto and made a part thereof.

3. ADMINISTRATIVE & ENGINEERING FEES & CHARGES

- a) The owner shall pay to the District fees and charges as outlined per Section. 11, of the Sewer Service Agreement, dated January 8, 1992, between District and the owner.
- b) The owner shall pay to the District fees and charges associated with final acceptance, and payback agreement execution and recording for the extension.



4. ADDITIONAL FEES

The owner shall pay an additional fee to the District for the following additional work, if performed:

- a) Providing design and/or construction survey services.
- b) Revision of the contract plans and specifications and work occasioned by an act of the owner's related thereto.
- c) Obstruction, delay or prevention of construction staking, replacement of stakes and additional staking.
- d) Additional inspections required to correct defective work.
- e) Application for federal, state, county and/or city permits or franchise where applicable.
- f) The fee for additional work shall be based on actual time and expense, shall be paid upon receipt of the District's notice thereof and completed payment shall be a prerequisite for obtaining sewer service.

5. CASH DEPOSIT

Owner agrees to pay the District a cash deposit of Two Hundred Fifty and no/100 Dollars (\$250.00). Return of this cash deposit shall be conditioned upon the owner's strict compliance with the District's conditions and standards contained herein and shall insure the District against any damage to the existing sewer system as a result of the owner's failure to comply. This cash deposit shall be in addition to the engineering fees outlined in paragraphs 3 & 4 above.

The cash deposit will be refunded to the owners upon satisfactory completion of the extension and connection of the extension to the existing system, which completion shall be signified by the completion of the requirements as set forth in applicable paragraphs of this agreement. In the event of the owner's failure to comply, the District may exercise the right to irrevocably retain the total amount of cash deposit as liquidated damages.

The retention and/or use of such fund is in addition to and shall in no way limit the owner's liability regarding the project guarantee as stipulated in the remainder of the agreement.

6. MAINTENANCE BOND

The Owner shall furnish to the District a maintenance bond in an amount equal to five percent (5%) of the construction costs as documented by the Owner. Said bond shall guarantee maintenance for a period of two (2) years after final acceptance of the extension by the District and shall be in a form acceptable to the District.



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7. EASEMENTS

Any required easement shall be obtained by owner at his sole cost and expense, and shall be delivered to the District prior to commencement of extension construction. The owner shall provide all necessary easements at his sole cost regardless of changes in the plans. The map and legal description for each easement shall be prepared and stamped by a licensed professional surveyor.

8. FINAL ACCEPTANCE

The District agrees to accept title to the extension when all work has been completed and when the District has made final inspection and given approval of the system as having been completed in accordance with the plans and specifications. Acceptance of said extension shall be by resolution-executed by the Board of Commissioners, upon receipt of a completed, executed bill of sale.

Such acceptance by the District shall not relieve the owner of the obligations to correct defects in labor and/or materials as heretofore provided and/or the obligations set forth in the applicable paragraphs of this agreement. Acceptance by the District's Board of Commissioners shall cause said extension to be subject to the control, use and operation of the District, which may apply thereto all regulations and conditions of service and make such changes therefor as the Board of Commissioners of said District deems reasonable and proper.

- a) The Owner shall provide the District with two (2) certified as-built mylars and two (2) black-line reproduction drawings. In addition, all final as-built drawings shall be input into the computer program off the current release of AutoCAD and submitted to the District on a computer disk.
- b) The Owner shall provide the District with three (3) complete operation and maintenance manuals for the lift station and any other miscellaneous equipment

9. BILL OF SALE

Owner agrees to execute a bill of sale prepared by the District within sixty (60) days of completion of the sewer extension. Said bill of sale will provide for transfer of title of the constructed extension and related facilities from the Owner to the District and will further include the following warranties:

- a) That Owner is the lawful owner of said sewer extension and that it is free from all encumbrances.
- b) That all bills of labor and material have been paid.



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- c) That Owner has the right to transfer the same and that it will warrant and defend the same against lawful claims and demands of all persons for two (2) years after the date of the bill of sale.
- d) Consideration will be recited that Owner grants the extension to District for the consideration of incorporating the extension into the overall sewer system of the District.
- e) Owner further warrants that for a period of two (2) years from the date of the bill of sale that the sewer system will remain in perfect working order and condition except where abused or neglected by the District and that Owner will repair or replace at his own expense any work or material that may prove to be defective during said two (2) year period of warranty.
- f) That the extension has been constructed in accordance with the approved plans and specifications and is readily operable as an integral part of the District sewer system.
- g) That all copies of warranties or guarantees from the Owner's contractor, subcontractor and suppliers have been delivered to the District.

10. PAYBACK AGREEMENT

Following receipt of the bill of sale heretofore described, the District agrees to prepare, execute and record a payback agreement pursuant to the terms of RCW 35.91, et seq. Owner shall pay the District's direct costs to prepare, execute and record the agreement. Said payback agreement will provide as follows:

- a. The parties agree to be bound pursuant to the terms of the "Municipal Water and Sewer Facilities Act." RCW 35.91, et seq.
- b. That Owner has constructed and installed the sewer extension and facilities in the general vicinity portrayed by a map attached and made a part of the payback agreement.
- c. That the District has identified a geographic area which may be benefitted by the sewer extension, hereinafter the "Benefit Area"
- d. That the District has identified an appropriate pro rata share of costs and benefits for property lying within the Benefit Area, which pro rata costs shall be collected if and when future customers within the benefit area connect to or utilize the extension.
- e. That Owner's property shall be exempted from the collection of said pro rata costs,
- f. That said bill of sale has been attached to the payback agreement.



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- g. That the District has accepted the sewer extension for operation and maintenance, and that Owner will be supplied with sewer service at the rate established by the District for his class of service upon payment of all applicable District connection fees.
- h. That the payback agreement will continue for a period of fifteen (15) years from the date of the agreement wherein the District will agree to reimburse the Owner or his assigns from fees appropriately charged to other under the terms of the payback agreement.
- i. The owners of real estate who subsequently tap onto or use the sewer facilities constructed pursuant to this agreement, or laterals or branches connecting thereto, will be charged a fair pro-rata share of the costs of the construction of these sewer facilities.
- j. No person, firm or corporation shall use the sewer facilities or extensions thereof during the period of time prescribed in such payback agreement without first paying to the District the full amount required by the provisions of said agreement. Said amounts so received by the District shall be paid out by it under the terms of that agreement within sixty (60) days after the receipt thereof.
- k. The District will retain a ten- percent administration fee from collected latecomer fees.

11. LIMITATION

The extension agreement shall be complete and accepted within one (1) year of the date of this agreement. If the terms of this extension agreement are not completed and accepted within one year from the date below, then the Owner's rights under this agreement shall cease. No additional service shall be connected to such extension unless and until owner shall make a new Application or District consents to the renewal of the existing Application. Owner shall pay the additional administrative, legal and engineering costs involved with a new applications or a renewal all as determined by the Board of Commissioners, Whatcom County Water District No. 12.

Upon compliance with the terms and conditions of this agreement by the Owner, Whatcom County Water District No. 12 will accept said extension and furnish a cost recovery agreement.

Approved this 14th day of SEPTEMBER, 2000.



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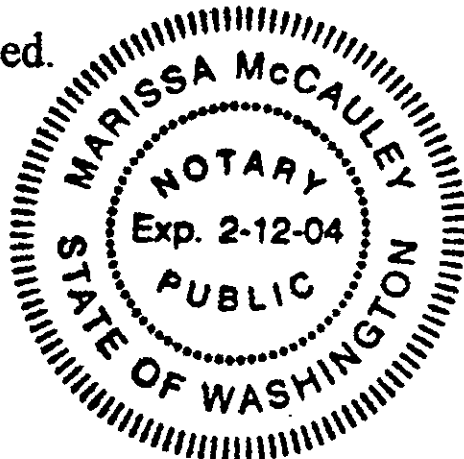
WHATCOM COUNTY WATER
DISTRICT NO.12,

BY: Harold A. Dard
President and Commissioner

BY: _____
Commissioner

BY: [Signature]
Secretary and Commissioner

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 8th day of September 2000, personally appeared before me A AND OWNER B, husband and wife, to me known to be the individuals described herein and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the purposes therein mentioned.



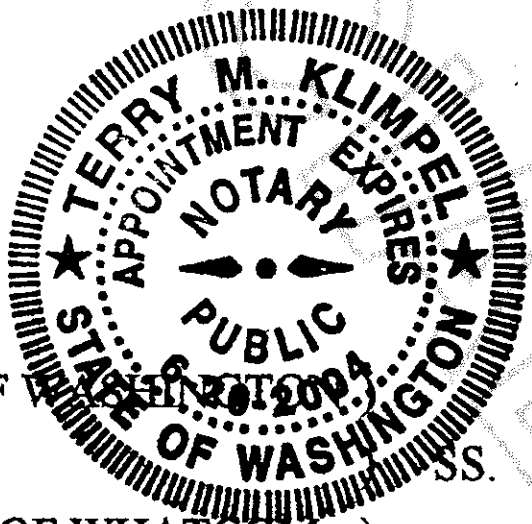
Marissa McCauley
Notary Public in and for the State of
Washington, residing at Bellingham
MARISSA MCCAULEY



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STATE OF WASHINGTON)
) SS.
COUNTY OF WHATCOM)

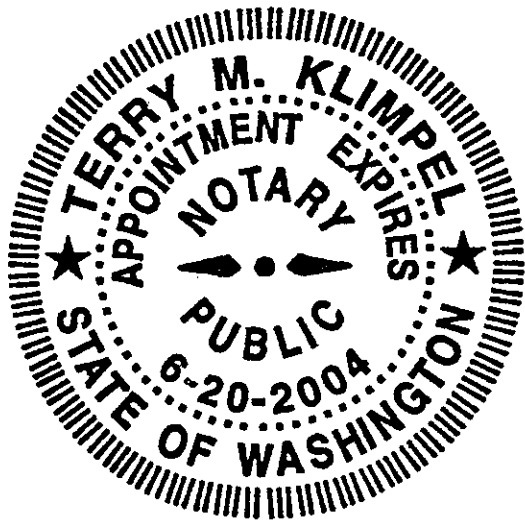
I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 19th day of OCTOBER 2000 personally appeared before me Herbert A. Barker, to me known to be President of the Whatcom County Water District No. 12 Commission, the municipal corporation that executed the foregoing instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.



Terry M. Klimpel
Notary Public in and for the State of
Washington, residing at Bellingham.

STATE OF WASHINGTON)
) SS.
COUNTY OF WHATCOM)

I, the undersigned, a notary public in and for the State of Washington, do hereby certify that on this 24th day of OCTOBER 2000, personally appeared before me Jeffrey R. Feemster, to me known to be Secretary of the Whatcom County Water District No. 12 Commission, the municipal corporation that executed the foregoing instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the official seal as said municipal corporation.



Terry M. Klimpel
Notary Public in and for the State of
Washington, residing at Bellingham.



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LEGAL DESCRIPTION:

PARCEL A:

Lots A, B, C and D, Short Plat No. 11-85, approved March 10, 1986, recorded March 11, 1986 in Volume 7 of Short Plats, Page 78, under Auditor's File No. 8603110018 and being a portion of Government Lot 4 in Section 7, Township 36 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over Patrick Lane as shown on the face of said Short Plat.

Situate in the County of Skagit, State of Washington.

PARCEL B:

That portion of Government Lot 3, Section 7, Township 36 North, Range 4 East, W.M., lying South of the Alger-Lake Samish Road No. 277, as conveyed to Skagit County by Deed dated December 10, 1963, recorded December 10, 1963, under Auditor's File No. 644118, and East of the East line of Primary State Highway No. 1.

Situate in the County of Skagit, State of Washington.

Attachment A



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