DEVELOPER EXTENSION AGREEMENT CONTRACT DOCUMENTS

Sewer, Stormwater, and Street

DEVELOPER EXTENSION AGREEMENT
CONTRACT DOCUMENTS

Sewer, Stormwater, and Street

PROJECT TITLE: Cottages at North Bend - 37 Lot Plat

DATE: _____, 2016

DEVELOPER NAME: Polygon Northwest Company

MAILING ADDRESS: 11624 SE 5th Street, Suite 100; Bellevue, WA 98005

PHONE: (425) 586-7700

CONTACT: David Avenell (David.Avenell@polygonhomes.com)

CITY OF NORTH BEND
A MUNICIPAL CORPORATION OF
THE STATE OF WASHINGTON

MAYOR: Kenneth G. Hearing

City Council

Brendon Elwood
Alan Gothelf
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Ross Loudenback
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City of North Bend
211 Main Avenue North
P. O. Box 896
North Bend, WA 98045
(425) 888-1211 FAX (425) 831-6200

City Staff

City Administrator: Londi Lindell
City Attorney: Mike Kenyon
Public Works Director: Mark Rigos, P.E.

DEVELOPER EXTENSION AGREEMENT
CONTRACT DOCUMENTS

Sewer, Stormwater, and Street

Table of Contents

Checklist 5

Agreement to Construct Extensions to the Sewer,
Stormwater, and Street Systems 7

Exhibit A - Preliminary Plat or Site Plan(s) 22
Exhibit B - Estimate of Connection, Impact and
Reimbursement Fees 24

Performance Bond 25

Maintenance Bond 29

Utilities Easement 32

Bill of Sale 37

Standards for Preparation of Extension Plans and Specifications 41

General Conditions for Developer Extensions 49

Certificate of Insurance 66

CHECKLIST
for Constructing Extensions
to the Sewer, Stormwater, and Street Systems

Name of Extension: **Cottages at North Bend – 37 Lot Plat**

Owner:

Name: Polygon Northwest Company
Address: 11624 SE 5th Street, Suite 100
Bellevue, WA 98005
Phone: (425) 586-7700

Developer:

Name: Polygon Northwest Company
Address: 11624 SE 5th Street, Suite 100
Bellevue, WA 98005
Phone: (425) 586-7700

Developer's Agent:

Name: Bryan Schwartz, PE
Barghausen Consulting Engineers, Inc.
Address: 18215 72nd Avenue S
Kent, WA 98032
Phone: (425) 251-6222

Dates Accomplished:

Sewer: _____
Stormwater: _____
Streets: _____

A. Approval of Agreement

1. Signed Agreement Submitted (Developer)
2. Administrative, Legal and Engineering Fee and Deposits Paid (Developer)
3. Evidence of Environmental Compliance (Developer)
4. Environmental Significance (City Engineer)
5. Extension Agreement Approved (City)
6. Resolution Accepting Agreement (City)

B. Required Before Plans are Prepared or Approved

1. Preliminary Plat Map or Site Plan (scale 1”=20’) (Developer)
2. Contour map with 2 contour intervals NAVD ’88 Datum (scale 1”=20’) (Developer)Eight sets of the Extension Construction Plans and 3 copies of Specifications if prepared by Developer’s Engineer (Developer)

C. Required Before Construction by Developer

1. Approval of Developer’s prepared Plans and Specifications (City Engineer)
2. Construction Cost Estimate and Bill of Sale forms (Engineer)
3. Plans and Specifications approved by appropriate outside Agencies as applicable (Engineer)
4. Application for and Receipt of Necessary Permits (Developer)
5. Performance Bond (Developer)
6. Certificate of Insurance (Developer)
7. All Required Easements Obtained, if applicable (Developer)

D. Required Before Construction Begins

1. Submittal of Material and Equipment List (Contractor/Developer)
2. Pre-construction Conference
3. Approval of Material and Equipment List (City Engineer)
4. 48-hours Notice of Start of Construction to City (Contractor/Developer)

E. Required Before any Service is Connected

1. All Extension Fees and Charges Paid (Developer)
2. Other Charges established by City Ordinance Paid (Developer)
3. Approval of Completion of Construction (City Engineer)
4. Executed Bill of Sale Delivered to City (Developer)
5. Resolution Accepting Facilities (City)
6. Substitution of Maintenance Bond for Performance Bond (Developer)

F. To Be Done Prior to Warranty Expiration

1. At 11 months after Acceptance, re-inspect all facilities and notify Developer of Deficiencies, if any (City)
2. Follow-up to Correct Deficiencies, if any (City)
3. Expiration of one-year warranty

AGREEMENT TO CONSTRUCT EXTENSIONS TO SEWER, STORMWATER, AND STREET SYSTEMS

TABLE OF CONTENTS

1. GENERAL.....
2. LOCATION OF EXTENSION.....
3. DESCRIPTION OF EXTENSION.....
4. EXTENSION FEES, DEPOSITS AND CHARGES.....
5. CALCULATION OF FEES, DEPOSITS AND CHARGES....
6. PAYMENT OF FEES AND CHARGES.....
7. PRELIMINARY ENGINEERING.....
8. INSURANCE AND INDEMNIFICATION.....
9. PERFORMANCE BOND.....
10. CONSTRUCTION CASH DEPOSIT.....
11. EASEMENTS.....
12. PERMITS.....
13. GRADING OF ROADS.....
14. MAINTENANCE OF CORRECT GRADES ON PIPE LINES.....
15. CONNECTION TO THE CITY'S SYSTEM.....
16. CONDITION PRECEDENT.....
17. FINAL ACCEPTANCE.....
18. LIMITATIONS ON ACCEPTANCE.....
19. WARRANTY OF AUTHORITY.....
20. ENFORCEMENT; ATTORNEYS FEES.....

AGREEMENT TO CONSTRUCT EXTENSION TO SEWER, STORMWATER, AND STREET SYSTEMS

POLYGON NORTHWEST COMPANY, LLC, a limited liability corporation (the "Developer"), hereby enters into this Agreement to Construct Extension to Sewer, Stormwater, and Street Systems (the "Agreement") with the City of North Bend, a municipal corporation of the state of Washington ("City"), for permission to construct and install certain sewer mains and appurtenances or other sewer system improvements, stormwater mains and appurtenances or other stormwater system improvements, and/or street improvements or extensions in the public right-of-way and/or on private property in connection with the Cottages at North Bend 37-Lot Plat (the "Extensions"), and to connect the same to the City's sewer, stormwater, and street systems.

1. GENERAL

A. Upon approval of the City Council and execution of this Agreement, Developer is hereby authorized to construct extensions to the City's sewer, stormwater, and/or street systems subject to the following, each of which is incorporated herein by this reference and all of which are collectively referred to as the "Contract Documents" and included herewith:
   1. the terms and conditions of this Agreement, and all exhibits and addenda hereto;
   2. Performance Bond
   3. Maintenance Bond;
   4. Utilities Easement(s), if any;
   5. Bill of Sale;
   6. Standards for Preparation of Extension Plans and Specifications; and
   7. the General Conditions for Developer Extensions;
   .

B. Developer shall pay all costs of designing, engineering and constructing the Extensions. All construction shall be done to City standards and according to plans approved by the City.

C. Upon final acceptance by the City of the Extensions as set forth herein, the City will provide sewer service and/or stormwater service through the Extensions to residential customers on Developer's Property (defined below) in accordance with applicable laws, rules, regulations, and resolutions and policies of the City.

D. The term of this Agreement shall commence on the date of the last signature hereto, and shall expire on the date of final acceptance of the Extensions by the City.

2. LOCATION OF EXTENSIONS

The Extensions will be installed to serve the property owned by Developer ("Developer's Property"), which is legally described as follows:

Cottages at North Bend – 37 Lot Plat on King County Assessor Tax Parcel Number 152308-9240 and 9022 with the following Legal Description:

PARCEL B2, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L97L0141, RECORDED UNDER RECORDING NUMBER 9802239020, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

B.N.R.R. LEGAL DESCRIPTION:
THAT PORTION OF THE 75-FOOT BURLINGTON NORTHERN RAILROAD RIGHT OF WAY ADJACENT TO THE NORTHEASTERLY LINE OF PARCEL B2, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L97L0141, RECORDED UNDER RECORDING NO. 9802239020, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL B2, BEING ON THE SOUTHWESTERLY MARGIN OF SAID RAILROAD RIGHT OF WAY;
THENCE NORTH 54°32'03" WEST, 438.02 FEET ALONG SAID SOUTHWESTERLY MARGIN TO THE MOST NORTHERLY CORNER OF SAID PARCEL B2;
THENCE NORTH 37°35'49" EAST, 78.46 FEET ALONG A NORTHEASTERLY PROLONGATION OF THE NORTHWESTERLY INE OF SAID PARCEL B2 TO THE NORTHEASTERLY MARGIN OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 54°32'03" EAST, 438.02 FEET ALONG SAID NORTHEASTERLY MARGIN TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID PARCEL B2; THENCE SOUTH 37°35'49" WEST, 78.46 FEET ALONG SAID PROLONGATION TO THE POINT OF BEGINNING.

The Extensions will be installed in the Developer's Property, in property subject to easements benefitting Developer's Property, and/or in the property of other persons contributing to the costs of the Extensions (said other persons hereby join in this Agreement and are referred to as "Additional Owners") and in such other properties described in this Agreement. The property of Additional Owners is described as follows ("Additional Owners' Property"): *None.*

3. DESCRIPTION OF EXTENSION

A. Sewer Extension

The proposed sewer extension will consist of approximately 954± linear feet of 8-inch sewer mains and other applicable sewer system facilities and appurtenances located within Developer's Property as shown on the preliminary plat or site plan attached hereto as **Exhibit A**, which is incorporated by this reference. In addition to the above extension within Developer's Property, the following described sewer system facilities located outside Developer's Property are also subject to this Agreement: *None.*

B. Stormwater Extension

The proposed stormwater extension will consist of approximately 1,531± linear feet of 6-inch to 12-inch stormwater mains, 8,430± square feet of LID infiltration trenches and other applicable stormwater system facilities and appurtenances located within Developer's Property as shown on the preliminary plat or site plan attached hereto as **Exhibit A**. In addition to the above extension within Developer's Property, the following described storm system facilities located outside Developer's Property are also subject to this Agreement: 636± linear feet of 6-inch to 12-inch stormwater mains and 255± square feet of LID infiltration trenches and other applicable stormwater system facilities and appurtenances located within the SE Cedar Falls right-of-way.

C. Street Extension

The proposed street extension will consist of approximately 974± linear feet of street and alleys, including installation of new sidewalks, curbs, gutters, asphalt concrete surfacing, street trees, street lights and pavement marking and striping of all new surfacing located within Developer's Property as shown on the preliminary plat or site plan attached hereto as **Exhibit A**. In addition to the above extension within Developer's Property, the following described street extension located outside the Developer's Property are also subject to this Agreement: 438± linear feet of half-street frontage improvements along SE Cedar Falls Way including installation of new side-walks, curbs, gutters, asphalt concrete surfacing, street trees, street lights and pavement marking and striping of all new surfacing.

D. Modifications to Described Extensions

The City may require that the above-described sewer, stormwater, and street extensions be modified (including changes in design and location) during the preparation of construction plans and specifications as deemed necessary by the City. The construction plans and specifications, when approved by the City, shall be deemed the documents describing the sewer, stormwater, and street extensions to be authorized for construction by Developer under this Agreement.

4. EXTENSION FEES, DEPOSITS, AND CHARGES

Extension fees, costs and charges shall be paid by Developer for the services and costs listed below, at the rate set forth in Section 5 herein:

A. City Administrative Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).

2. General consultation with Developer regarding the requirements of the City, the procedures for Developer to make the Extensions, and the administration of the Agreement.

3. Preliminary review of the proposed development and preliminary determination of the sewer, stormwater, and street facilities required to extend services to Developer's Property.

B. City Basic Engineering

1. Preparation of construction plans and specifications or review and approval of construction plans and specifications prepared by Developer's engineer.

2. Preparation of the construction cost estimate and bill of sale forms.

3. Submittal of contract plans and specifications to the appropriate regulatory agencies for approval.

4. Review of this Agreement for purposes of state and county permits, where applicable.

5. Consultation with Developer during the period of the Agreement regarding design of the Extensions, the City's specifications, and other City requirements.

6. Review for environmental compliance.

C. City Construction Engineering Services

1. Schedule and conduct pre-construction conference.

2. Review of construction stakes provided by Developer's engineer and surveyor as described in Paragraph 6 of the General Conditions for Developer Extensions.

3. Daily inspection of the construction in progress as required to ensure that the construction of the Extensions are in accordance with the approved construction plans and specifications.

4. Inspection of the tests required by the specifications and inspection of any re-testing which may be necessary.

5. Final inspection of the completed Extension and preparation of the inspection report setting forth any deficiencies that may exist.

6. Re-inspection of deficient work.

7. Final review of the completed Extensions and examination of the required documents to ensure that the City has legal title to the necessary easements and/or rights-of-way, review and approval of Developer's warranty and bill of sale, and preparation of a final recommendation of acceptance of the completed Extensions.

8. Revision of plans to conform to construction records.

D. Reimbursement for City's Legal Services

1. Review and revisions, if necessary, to the Agreement and preparation of resolutions accepting the Agreement and amending the City's Comprehensive Plan (if required).

2. Preparation of easements as required.

3. Preparation and/or review of Developer's Performance Bond, Insurance Certificate, and other performance guarantees and security.

4. Preparation of reimbursement agreement, if required.

5. Any other legal services required by the City in conjunction with this Agreement and administration of the Extensions.

E. Additional City Legal, Engineering, and Other Professional Services

1. Revision of the contract plans and specifications and work occasioned by the need, request or act of Developer related thereto, or review and approval of revisions prepared by Developer's engineer.

2. Additional legal and/or engineering fees may be charged on a time-and-expense basis where a special contract is required and/or special problems arise with such third parties as King County, Boundary Review Board, State of Washington, or others, in order for the City to enter into this Agreement and/or comply with SEPA or NEPA which requires the representation of the City's legal counsel and/or Engineering Consultant.

3. Any other work reasonably required by the City in conjunction with this Agreement and/or administration of the Extensions.

F. Other Costs

1. All other fees and additional charges as required by governmental agencies.

G. Connection Charges and Reimbursement Amount

1. *Connection Charges*

The City has established charges for connection to the sewer, and storm water systems. The amounts of the charges are established by ordinance and are subject to amendment based on adjustments in the cost of providing new facilities, the actual cost of facilities and improvements previously constructed and changes in the City's Comprehensive Plan which may alter the nature, extent and cost of these facilities.

2. *Reimbursement Amount*

Where Developer's Property is served in whole or in part by an existing extension constructed by others and transferred to the City, and a reimbursement agreement was in effect at the time Developer submitted its development application, Developer shall pay a reimbursement to the City representing the fair and equitable share of the existing extension to which all or a portion of Developer's Property may be connected.

The reimbursement for existing facilities is established by resolution of the City Council based on the actual cost of construction of the facility and a proration of the cost of that facility so that the properties which are benefited may connect to the facility. The reimbursement will vary for each existing facility based on its cost and the benefitting property.

3. *Service Charges*

Developer acknowledges and agrees that the City may impose service charges and other taxes and fees as allowed by law upon property owners/residents for

sewer, stormwater, and street services. Nothing in this Agreement shall be construed to restrict or prohibit the City's imposition of such charges, fees, or taxes.

5. CALCULATION OF COSTS, FEES, AND CHARGES

A. Administrative and Other Services

Fees and charges for all administrative and other services and reimbursements described in Sections 4(A) through 4(E) will be invoiced by the City on an actual time and expense basis. The term "time and expense basis" shall mean the City's actual cost for services rendered by the City staff or its contractors or consultants.

B. Other Costs and Charges

Payment for the fees, charges, and costs described in Sections 4(F) and 4(G) shall be based on actual incurred costs or in such amount as is established by City ordinance for such fee, cost, or charge.

6. PAYMENT OF FEES AND CHARGES

A. Developer Deposit

Developer shall deposit with the City upon execution of this Agreement the amount of the City's initial estimate of certain fees, costs and charges associated with this Agreement. Should the actual amount of these fees, costs or charges exceed the amount deposited, the City shall, at the end on the month in which the fees, costs and charges exceed the deposit, provide an updated written estimate to the Developer. Within fifteen (15) days of receiving the new estimate, Developer shall deposit with the City an amount equal to the difference between the City's new estimate and the amount previously deposited by Developer. Deposits not made within fifteen (15) days shall bear interest at 12% per month or portion thereof until paid. No Extension shall be connected to the City's systems until all fees, charges, and other costs due under this Agreement are paid in full by the Developer.

The City's initial estimate for the fees, costs and charges is set forth below. Developer shall deposit the total amount indicated upon execution of this Agreement:

1.	Administrative	$ 500.00 (Estimate)
2.	Remaining Engineering Services	$ 10,000.00 (Estimate)
3.	Construction Inspection	$ 44,400.00 (Estimate)
4.	Legal Services	$ 2,000.00 (Estimate)
5.	Final Plat Processing	$ 8,000.00 (Estimate)

6.	Construction Cash	$	0.00
7.	Other Costs	$	0.00
	TOTAL ESTIMATE AMOUNT	$	64,900.00

B. Connection Charge and Reimbursement Estimate

All connection charges and reimbursement amounts shall be paid by Developer to the City prior to the issuance of any building permit, in accordance with the current City of North Bend Taxes, Rates and Fees Schedule. Acceptance of the completed Extensions by the City and provision of services to Developer's Property shall be in accordance with this Agreement and applicable North Bend Municipal Code requirements.

A preliminary estimate of the Connection, Impact and Reimbursement Fees is attached hereto as **Exhibit B** and incorporated by this reference. The fees are subject to the City's Taxes, Rates, and Fees Schedule and subject to change by the City.

7. PRELIMINARY ENGINEERING

In order to receive City review and approval of the Extensions, Developer shall furnish two (2) copies of the plat map, topographic map and proposed roads profile sheets in electronic format prior to the City's ordering of the engineering plans from its Engineer. The contour elevation and road profile elevations shall be referenced to NAVD '88 datum. In the event Developer's engineer prepares the construction plans and specifications, the above information shall be a part of the extension construction plans to be reviewed and approved by the City's Engineer.

The final plat map shall be to the scale of 1-inch = 20 feet. The contour map shall have a scale of 1-inch = 20 feet and contour intervals of two (2) feet or less. The road profile sheets shall be to the scale of 1-inch = 20 feet.

Developer shall provide a minimum of one benchmark, datum being NAVD '88, on the project site; and the elevation and location of the benchmark shall be indicated on the maps furnished by Developer.

8. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

Developer shall procure and maintain insurance covering public liability and injury and property damage to third parties, in which the City and the City's Engineer shall be named additional insureds, to the extent required in Paragraph 10 of the General Conditions, without interruption from commencement of construction of the Extensions through thirty (30) days after the completion of the Extensions. Developer's maintenance of insurance, its scope of coverage, and limits as required herein shall not

be construed to limit Developer's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Before beginning construction of the Extensions, Developer shall furnish the City with original certificates of insurance and a copy of the amendatory endorsements, including but not limited to the additional insured endorsements, evidencing these insurance requirements have been satisfied. A copy of the certificates of insurance shall be included with the final Contract Documents, and a cover page is included for that purpose.

B. Indemnification

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and expert witness fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

9. PERFORMANCE BOND

Prior to beginning construction of the Extensions, Developer shall furnish to the City a Performance Bond between Developer and the City, in the form approved by the City and included herewith as part of the Contract Documents, in an amount equal to the City Engineer's estimated cost of the Extensions in existing public rights-of-way.

The performance bond shall assure and guarantee compliance with this Agreement, the satisfactory completion of all Extensions, payment of all fees required herein, restoration of any impacted pre-existing City facilities in accordance with the terms of this Agreement, and shall hold the City harmless from any claims resulting therefrom.

10. CONSTRUCTION CASH DEPOSIT

Developer may provide the City with a cash deposit in lieu of the performance bond required by Section 9 herein. No construction shall be commenced until the cash deposit is accepted by the City. This cash deposit shall be conditioned and held subject to the same terms as the Performance Bond in Section 9, and will be refunded to Developer upon satisfactory completion of the Extensions and connection of the Extensions to the existing system; provided, that in the event pre-existing City facilities have not been repaired or restored as required by this Agreement, the City may, in addition to any other rights it may have, retain the total amount of the cash deposit as liquidated damages or such portion of said deposit as may be necessary to defray such costs.

11. EASEMENTS

Any necessary easements shall be obtained by Developer at its sole cost and expense in the form approved by the City and included herewith as part of the Contract Documents. The easement(s) shall name the City as grantee, and a copy of each easement shall be delivered to the City before Developer begins construction on the Extensions. Upon completion of the Extensions and prior to acceptance of the Extensions by the City, a title insurance policy insuring the City's clear title to the easement, in a sum not less than $5,000 per 500 feet of easement, shall be provided to the City by Developer.

12. PERMITS

All the necessary permits from any governmental agency shall be obtained by Developer directly and the City shall be provided with a copy of all permits obtained by Developer before construction commences. The City shall not be required to appeal the denial of any such permit, and the risk of obtaining and complying with all permits and approvals rests solely with Developer.

13. GRADING OF ROADS

Developer shall grade all roads to the design sub grade elevation prior to the start of construction on any utility and shall advise the City in writing of any changes which may be contemplated during construction.

If Developer changes the sub grade elevation of the road after completion of the Extensions or any part thereof, Developer shall be responsible for all costs incurred to raise or lower the utility as required as a result of said change in sub grade elevation.

14. MAINTENANCE OF CORRECT GRADES ON SEWER PIPELINES

Developer and its contractor shall maintain the correct grades between manholes and shall check all the intermediate grade stakes by means of a taut grade wire between at least three intermediate grade stakes. In the event that the grade stakes do not line up, the work shall be stopped until the situation is corrected. The contractor shall make certain that all sewers slope toward the connection to the existing sewer and run at a constant grade between manholes.

15. CONNECTION TO THE CITY'S SYSTEM

Not less than 48 hours prior to the time that connection to the City's system is desired, written agreement for permission to make the actual connection to the City's system shall be made by Developer or its contractor. All connections to the existing system and all testing of the new line shall be at a time and in the manner specified by the City and shall be conducted in the presence of the City's authorized representative. Where

connections to the City's water or sewer system would, in the opinion of the City, create unacceptable disruption to service, such connection shall be made by live tap.

16. CONDITION PRECEDENT

The City's obligation to allow connection of the Extensions to the City's system, or to provide sewer, stormwater service or street extensions to Developer's Property, shall not arise until Developer has complied with all terms and conditions of this Agreement, and all applicable ordinances, resolutions and requirements of the City, including payment of all fees and charges.

The City shall not be obligated to provide sewer, stormwater, or street services to Developer's Property or Additional Owner's real property unless or until the construction of the Extensions has been completed and title accepted by the City.

17. FINAL ACCEPTANCE

Following the City Engineer's final inspection and approval of the Extensions as having been completed in accordance with the plans and specifications of this Agreement, Developer shall convey ownership to all or such portions of the Extensions to the City as directed by the City.

Upon acceptance of ownership by the City, the Extensions shall be the property of the City and subject to the control, use, and operation of the City, and to all applicable regulations and charges as established by the City from time to time.

Prior to such acceptance, Developer shall execute and deliver to the City a bill of sale and a maintenance bond as follows:

A. The bill of sale for the Extensions (or portion thereof) shall be provided in the form approved by the City and included herewith as part of the Contract Documents and containing the warranty set forth in Paragraph 23 of the General Conditions for Developer Extensions, entitled "Warranties of Developer." For plans prepared by Developer's engineer, Developer shall also provide the City with as-built record drawings on mylar and on computer disk in AutoCAD format, certified by a licensed professional land surveyor.

B. The maintenance bond shall be provided in the form approved by the City and included herewith as part of the Contract Documents, and shall assure and guarantee Developer's obligations to correct defects in design, labor and/or materials as provided in this Agreement, and to defend, indemnify and hold harmless the City as provided in this Agreement. The maintenance bond shall continue in force from the date of acceptance and transfer of ownership for a period of one (1) year. The maintenance bond shall be in an amount equal to ten percent (10%) of the cost of said Extensions, or Five Thousand And No/100 Dollars ($5,000.00), whichever is greater.

18. LIMITATION ON ACCEPTANCE

A. Completion

The Extensions shall be complete and accepted within five (5) years of the date of execution of this Agreement by the City.

B. Failure to Commence Construction

In the event Developer, after the receipt of approved construction plans from the City, has not commenced construction, and if the City determines, in its absolute discretion, that it is necessary that the Extensions be completed in order that the City can provide water, sewer, stormwater and/or street service to Developer's Property, then the City may give Developer and Additional Owners notice (by certified mail to the addresses shown herein) that construction of the sewer, stormwater, and street improvements must be commenced within sixty (60) calendar days of mailing said notice. If construction is not commenced within the time specified in said notice, the City may terminate this Agreement by written notice to Developer and Additional Owners. In such event, the City shall retain all payments and deposits made by Developer to the City and the City may, at its discretion, proceed with construction of the sewer, stormwater and/or street improvements.

If a delay in the City's preparation of the plans or the City's review of Developer's prepared plans is occasioned by failure of Developer to provide necessary data or information to the City's engineer for a period of sixty (60) days after notice of the need for such data or information, then the City may terminate this Agreement by written notice to the Developer.

C. Failure to Complete Construction

If the Extensions are not completed and accepted within five (5) years from the date this Agreement is executed by the City, Developer's rights under this Agreement shall cease unless the City consents to the renewal of the Agreement or the City and Developer enter a new agreement. In either event, Developer may be required to pay additional administrative fees and additional legal, engineering, and inspection costs as determined by the City.

In the event no new agreement or renewal of this Agreement is entered, the City, in its sole discretion, may proceed to require completion of construction under the provision of Developer's Performance Bond for any Extensions on Developer's Property, Additional Owner's Property, existing rights-of-way and/or easements.

19. WARRANTY OF AUTHORITY

The undersigned Developer and Additional Owners warrant that they constitute the exclusive owners of all of Developer's Property and Additional Owners' Property, and agree to provide, upon request of the City, title insurance at Developer's sole cost and expense, establishing to the satisfaction of the City that the parties executing this Agreement constitute the owners of all the real property described herein and have the authority to execute this Agreement with respect to said real property.

20. ENFORCEMENT; ATTORNEYS' FEES

The parties agree to resolve disputes under this Agreement by binding arbitration as provided in Section 28 of the General Conditions, and further acknowledge and agree that by submitting to the alternative dispute resolution process, they intend to surrender their right to have any dispute decided in a court of law by judge or jury. In the event that this Agreement is referred or placed into the hands of attorneys for enforcement of any portion, or if binding arbitration is instituted with respect to a dispute under this Agreement, then the prevailing party shall be paid its reasonable attorneys' fees and expert witness fees, costs, and all other reasonable expenses in connection therewith.

SIGNED this ___ day of_____, 2016.

Developer:_____

By: _____

Additional Owners:

_____

_____

_____

CITY OF NORTH BEND, King County, Washington

By:_____
Kenneth G. Hearing, Mayor

EXHIBIT A

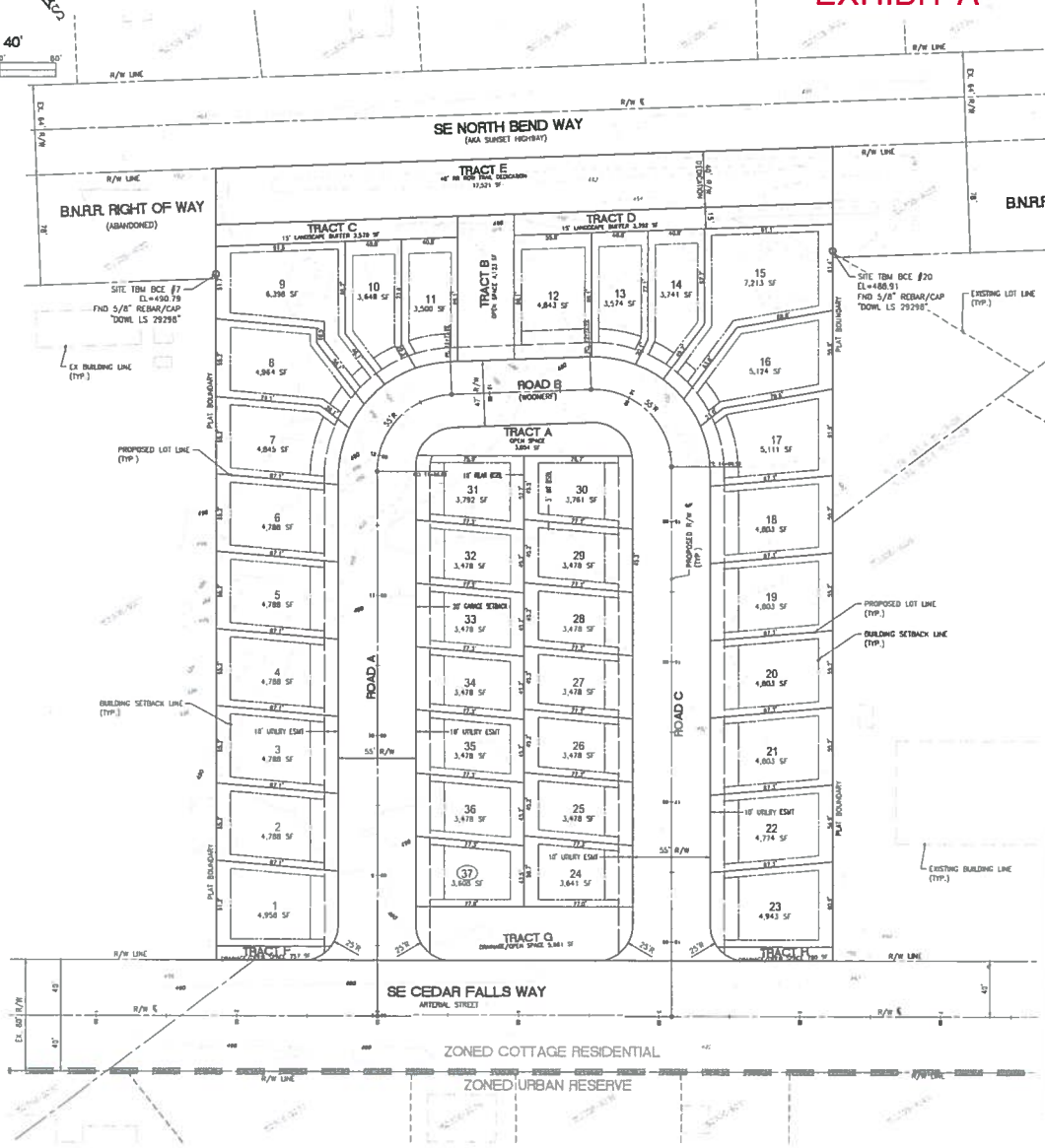
Cottages at North Bend
37 Lot Subdivision
Plat

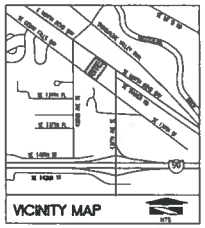
PRELIMINARY SITE PLAN
OF

PRELIMINARY PLAT OF THE COTTAGES AT NORTH BEND

PORTION OF NE 1/4 SECTION 15, TOWNSHIP 23 N., RANGE 08 E., W.M.
CITY OF NORTH BEND, KING COUNTY, WASHINGTON

EXHIBIT A





SHEET INDEX

1 OF 11 PRELIMINARY SITE PLAN
2 OF 11 EXISTING CONDITIONS PLAN
3 OF 11 PRELIMINARY DRAINAGE AND GRADING PLAN
4 OF 11 PRELIMINARY ROAD PROFILES AND CROSS SECTIONS
5 OF 11 PRELIMINARY BIOCHANNEL PLAN
6 OF 11 PRELIMINARY UTILITY PLAN
7 OF 11 PRELIMINARY TREE RETENTION PLAN
8 OF 11 TREE CHART
L1 OF 11 PRELIMINARY LANDSCAPING PLAN
L2 OF 11 PRELIMINARY LANDSCAPING PLAN FOR TRACTS A, B, C, D, AND G
L3 OF 11 PRELIMINARY LANDSCAPING NOTES & DETAILS

PROPERTY DATA

TAX PARCEL #:	152308-9240 (SOUTHERLY 5.00 AC.) (217,802 SF) UNASSIGNED BNRR ACQUISITION (NORTHERLY 0.75 AC) (32,653 SF)
SITE ADDRESS:	UNASSIGNED
GROSS SITE AREA:	250,654 SF (5.75 AC.)
EXISTING LAND USE:	VACANT / UNDEVELOPED
PROPOSED LAND USE:	DETACHED SINGLE FAMILY RESIDENTIAL

OWNER

MYRON & DIANE SANCREN
4309 RIDGE CREST WAY SE
PORT ORCHARD, WA 98366 &
OAKPOINTE HOLDINGS, LLC

APPLICANT/CONTACT

PATRICK LARKIN, LARK 1, LLC
620 86TH AVENUE NE
MEDINA, WA 98039
PATBREALTY@ADVANTAGE.COM

LAND DEVELOPMENT CONSULTANT

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425) 251-6222

ENGINEER:	BRIAN SCHWARTZ, P.E.	BSCHWARTZ@BARGHAUSEN.COM
PLANNER:	GEORGE NEWMAN, A.I.C.P	GNEWMAN@BARGHAUSEN.COM
SURVEYOR:	BRIAN DILLOWAY, P.L.S	BDILLOWAY@BARGHAUSEN.COM
LAND ARCH:	JEFF WARLEY, R.L.A.	JWARLEY@BARGHAUSEN.COM

PLAT DIMENSIONAL STANDARDS (18.10.040(1-3) NBMC)

EXISTING ZONING:	COTTAGE RESIDENTIAL (CR)	
PROPOSED ZONING:	CR WITH PLANNED NEIGHBORHOOD DISTRICT (PND)	
UNITS ALLOWED:	57	
PROPOSED LOTS:	57 SINGLE FAMILY DETACHED	
AVG. LOT SIZE:	4,334 SF	
PROPOSED DENSITY:	6.43 D.U./AC.	
	REQUIRED	PROVIDED
MIN. LOT SIZE	6-10 D.U./AC.	6.43 D.U./AC.
MAX. LOT SIZE	6-10 D.U./AC.	6.43 D.U./AC.
MIN. LOT WIDTH	30 FEET	40 FEET

ZONING BULK & DIMENSIONAL STANDARDS (18.10.040(4-10) NBMC)

	REQUIRED
MIN. FRONT SETBACK	10 FEET
MIN. GARAGE SETBACK	20 FEET
MAX. FRONT SETBACK	30 FEET
MIN. SIDE SETBACK	5 FEET
MIN. REAR SETBACK	10 FEET
MAX. BUILDING HEIGHT	26 FEET
MAX. BUILDING COVERAGE	60%
MAX. IMPERV. COVERAGE	65%

UTILITIES/SERVICES:

WATER:	SALLAL WATER ASSOCIATION 14021 SE TANNER RD NORTH BEND, WA 98045 425-888-3858 CONTACT: DENNY SCOTT	FIRE:	EASTSIDE FIRE AND RESCUE 175 NEWPORT WAY N.W. ISSAQUAH, WA 98027 425-313-3300 CONTACT: PAM BRYSON
SEWER:	CITY OF NORTH BEND 211 MAIN STREET S.E. NORTH BEND, WA 98045 425-888-1211	SCHOOL:	SNOQUALMIE VALLEY SCHOOL DISTRICT 33314 SE 42ND ST FALL CITY, WA 98024 425-831-8000
POWER/GAS:	PUGET SOUND ENERGY 8001 SOUTH 212TH STREET KENT, WA 98032 253-395-7049 CONTACT: CARLI BUNKELMAN	PHONE:	CENTURYLINK 2910 SOUTH 84TH, SUITE 18 LAKEWOOD, WA 98499 253-587-4088 CONTACT: DOUG GRAVES

LEGAL DESCRIPTION

(PER CHICAGO TITLE COMPANY'S COMMITMENT FOR TITLE INSURANCE (THEIR ORDER NO. 0004733-04) DATED NOVEMBER 8, 2013 AT 8:00 A.M.)

PARCEL B2, KING COUNTY BOUNDARY LINE ADJUSTMENT NO. L87L0141, RECORDED UNDER RECORDING NUMBER 9802239020, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

SURVEY NOTES

BASIS OF BEARINGS (NAD 83/11)
BASIS OF BEARINGS FOR THIS SURVEY IS NAD83/11 PER WSDOT WSDOT CONTROL POINT ID NO. 5150 WAS HELD FOR POSITION AND A LINE BETWEEN SAID POINT ID NO. 5150 AND POINT ID NO. 5149 WAS HELD FOR ROTATION, BEING NORTH 75°12'44" EAST.

VERTICAL DATUM: (NAVD 88)
BASIS OF ELEVATIONS FOR THIS SURVEY IS NAVD88 PER KING COUNTY KING COUNTY CONTROL POINT NO 4658 WAS HELD FOR ELEVATION, TAKEN AS 495.69'(NAVD88)

SOURCE OF CONTOURS, BOUNDARY & TOPOGRAPHIC SURVEY:
FIELD VERIFIED BY BARGHAUSEN CONSULTING ENGINEERS, INC., SEPTEMBER 11, 2014

AREA AND TRACT TABLE

TRACT	USE	AREA (S.F.)
A	OPEN SPACE / RECREATION SPACE	3,054
B	OPEN SPACE / PATH TO TANNER TRAIL (18.10.050(1)(C)(NBMC)	4,123
C	15' LANDSCAPE BUFFER	2,578
D	15' LANDSCAPE BUFFER	3,392
E	40' RAILROAD RIGHT OF WAY TRAIL DEDICATION	17,521
F	DRAINAGE / OPEN SPACE	757
G	DRAINAGE / OPEN SPACE	5,681
H	DRAINAGE / OPEN SPACE	760
	RIGHT-OF-WAY (PUBLIC ROAD)	52,434
	LOTS	160,374
TOTAL AREA	250,654 SF	5.75 AC.

OPEN SPACE/RECREATION SPACE TABLE

TRACT	AREA (S.F.)
TRACT A (OPEN SPACE)	3,054
TRACT B (OPEN SPACE)	4,123
TRACT E (50% OF 40' RR R/W TRAIL DEDICATION AREA) (17,521 SF x 50%) (18.10.050(1)(A)(3)(B)(NBMC)	8,760
TRACT G (OPEN SPACE)	5,681
REQUIRED (37 LOTS @ 430 S.F./LOT)	16,132
PROVIDED	21,598

LEGEND

POWER VAULT	SURVEY MONUMENT (AS NOTED)
TELEPHONE VAULT	SECTION CORNER (AS NOTED)
WATER VAULT	FND. SURVEY MARKER/ TEMP. BENCHMARKS (AS NOTED)
STREET LIGHT	ASPHALT
LOT LIGHT	CONCRETE
YARD LIGHT	GRAVEL
POWER METER	
POWER POLE	
GUY WIRE	
TRAFFIC SIGNAL	SANITARY SEWER LINE
PEDESTRIAN PUSH BUTTON	STORM DRAINAGE LINE
JUNCTION BOX (JB)	CHAIN LINK FENCE
TELEPHONE MANHOLE (TMH)	WOOD FENCE
CATCH BASIN (CB)	SILT FENCE
STORM MANHOLE (SMH)	CLEAR RAIL / HAND RAIL
SANITARY SEWER MANHOLE (SSMH)	WATER MA MAINTENANCE
SANITARY SEWER CLEANOUT (SSCO)	GAS MA MAINTENANCE
GAS METER (GM)	TELEPHONE MA MAINTENANCE
GAS VALVE	POWER MA MAINTENANCE
WATER VALVE (WV)	OVERHEAD POWER LINES
FIRE CONNECTION (FVSP)	BUILDING LINE
FIRE HYDRANT (HYD)	
WATER MANHOLE (WMH)	
WATER METER (WM)	
IRRIGATION VALVE (IRV)	
UNKNOWN VALVE	
SIGN	

NOTE: NOT ALL SYMBOLS WILL APPEAR IN THE DRAWING

No.	Date	By	Chk	Appr	
1	8/15/13	BWS	BWS	BWS	REVISED PER CITY COMMENTS DATED MARCH 24, 2015

Title: PRELIMINARY SITE PLAN
EXHIBIT A
PRELIMINARY PLAT OF THE COTTAGES AT NORTH BEND

For: LARK 1, LLC
620 86TH AVENUE NE
MEDINA, WA 98039

BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

Scale: Horizontal 1"=40' Vertical N/A
Designed BWS Drawn BWS Checked BWS Approved BWS Date 8/13/13
Job Number 16794
Sheet 1 of 1

EXHIBIT B

Estimate of
Connection, Impact and Reimbursement Fees

EXHIBIT B

Cottages at North Bend, 37 - Lot Plat
Preliminary Estimate of
Connection, Impact and Reimbursement Fees

Total Number of Lots		37				13-Jul-16
Existing Lots						
Existing Utility Billing Information						
Water Tap	5/8"	0				
Irrigation		0				
Sanitary Sewer		0				
Flood		0				
Storm		0				

	NBMC Reference	Current Fee as of 7/4/2016 Schedule		Extended Cost
1 Water Extension		Sallal Water Service Area - Not a Part		
Additional Services		-	Includes one 5/8" Irrigation Meter (Assumed)	
General Facility Charge	13.38.020(A)	$ 6,880.00	Payable at time of building permit issuance for each individual lot	$ -
Meter Installation Charge (Drop)	13.08.070(B)	$ 252.95	5/8" Meter	$ -
Reimbursement Amount	$ -			$ -
Application Fee		$ 50.00		$ -
Inspection Fee		$ 154.00		$ -
2 Sewer Extension				
Additional Services		37		
General Facility Charge	13.38.040(A)	$ 5,840.00	Payable at time of building permit issuance for each individual lot	$ 223,628.00
Application Fee		$ 50.00		
Inspection Fee		$ 154.00		
ULID #6 Assessment based on March 20, 2012 Final Assessment Roll		$ -	Per lot Share to be determined prior to final plat approval. Assessed per lot by monthly payment plan or lump sum payment.	$ -
3 Stormwater Extension				
Additional Services		37		
General Facility Charge (Lot)	13.44.110(A)(1)	$ 790.00	Payable at time of building permit issuance for each individual lot	$ 29,230.00
General Facility Charge (Plat - Streets & Sidewalks)		$ 790.00	Per Equivalent Service Unit based on the amount of impervious surface created for streets and sidewalks. 1 ESU = 2,920 square feet. Payable prior to recording of the final plat.	$ 14,006.70

Impervious Areas:			
Sidewalk			
	Area	16,436.00	SF
Driveway Aprons			
	Area	4,302.00	SF
Handicap Ramps			
	Area	493.00	SF
Streets and Tracts			
	Area	30,530.00	SF
Pond Access			
	Area	-	SF
Total Impervious Are		51,761.00	SF
ESU Equivalent		17.73	ESU

EXHIBIT B

Cottages at North Bend, 37 - Lot Plat
Preliminary Estimate of
Connection, Impact and Reimbursement Fees

4	Street Extension						
	Additional Services			37			
	Transportation Impact Fees	17.38.120	$	10,671.06	Payable at time of building permit issuance for each individual lot	$	394,829.22
	Reimbursement Amount			0.00			
5	Floodplain Management	14.12.050	$	154.00	Payable at time of building permit issuance for each individual lot. Only for development in SFHA.	$	5,698.00
6	School Cottage Dwelling Unit Ord. 1565	17.32.10	$	1,657.61	Payable at time of building permit issuance for each individual lot	$	61,331.57
7	Fire	17.34.10	$	622.25	Payable at time of building permit issuance for each individual lot	$	23,023.25
8	Park	17.36	$	3,922.00	Payable at time of building permit issuance for each individual lot	$	145,114.00
	TOTAL ESTIMATED FEES					**$**	**896,860.74**

(1) Estimated Fees per the May 4, 2015 City of North Bend Taxes, Rates & Fees schedule.
(2) Subject to annual changes per City Code requirements.

PERFORMANCE BOND

CITY OF NORTH BEND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ _____ as Principal, and _____, as Surety, are held and firmly bound unto the City of North Bend ("the City") in the full sum of _____ DOLLARS ($_____), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal has entered or will enter into a developer extension agreement (the "Agreement") in writing with the City of North Bend, dated ___ day of _____, 20____ for:

Contract No.: _____
Contract Title: _____
_____
_____
_____

and the terms, conditions and covenants specified in said Agreement, including all of the Contract Documents therein referred to, are hereby incorporated by reference as though fully set forth;

NOW, THEREFORE, if the Principal shall faithfully perform all the provisions and requirements of the Agreement, including all of the Contract Documents, according to the terms and conditions thereof, and shall hold the City of North Bend harmless from any loss or damage to any person or property by reason of any negligence on the part of the Principal, its contractor, and/or subcontractor in the performance of said work, and shall pay all laborers, mechanics, subcontractors and material men and all persons who shall supply such person or persons or subcontractors with provisions and supplies for carrying on of such work, and shall further indemnify and save harmless the City from any defect or defects in any of the workmanship or materials entering into any part of the work as defined in the Agreement which shall develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and the City shall have the right to sue on this bond for any breach of the contract on this bond; provided, however, that the provisions of this bond shall not apply to any money loaned or advanced to the Principal or any subcontractor or other person in the performance of any such work.

IT IS FURTHER DECLARED AND AGREED that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding, and the Surety waives notice of any alteration, or extension of time, made by the City.

SIGNED AND SEALED this ____ day of _____, 20____.

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

City/Zip: _____ City/Zip: _____

Phone: _____ Phone: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized

to execute the instrument and acknowledge it as the _____of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

MAINTENANCE BOND

CITY OF NORTH BEND

MAINTENANCE BOND

Know all men by these presents, that we, _____, as Principal and _____, as Surety, are held and firmly bound unto the City of North Bend ("the City") in the full sum of _____ ($_____) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the conditions of this obligation are such that the Principal has entered or will enter into a developer extension agreement (the "Agreement") in writing with the City of North Bend, dated ____ day of _____, 20___ for the following Extensions as described in the Agreement:

AND WHEREAS, the City requires a guarantee from the Principal against defective materials and workmanship in connection with maintenance of the Extensions;

NOW, THEREFORE, the Principal does hereby covenant and agree that it shall make any and all repairs or replacements which are necessary during the period of _____, by reason of defective materials or workmanship in connection with the Extensions. If such defective materials or workmanship occur within said period, the City shall give the Principal and Surety written notice thereof within fifteen (15) days after discovery by the City. When each such repair or replacement is made to the satisfaction of the City the obligation of the Principal and Surety shall be discharged as to such repair or replacement.

Any such repairs or replacements which are made pursuant hereto shall in like manner be subject to the terms and conditions hereof.

All suits at law or in equity to recover on this bond must be instituted within one (1) year after the expiration of the maintenance period provided for herein.

SIGNED this ____ day of _____, 20____.

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

City/Zip: _____ City/Zip: _____

Phone: _____ Phone: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this maintenance bond.

UTILITIES EASEMENT

WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF NORTH BEND
P O BOX 896
NORTH BEND, WA 98045

GRANTOR:
GRANTEE:
ASSESSOR'S TAX PARCEL NUMBER:
ABBREVIATED LEGAL DESCRIPTION:
LEGAL DESCRIPTION:

EASEMENT AGREEMENT

This Easement Agreement is entered into as of the ____ day of _____, 20__, by and between _____("Grantor") and the City of North Bend ("Grantee").

1. Recitals.

a. The Grantor is the owner of that certain real property legally described on the attached **Exhibit A**, which is incorporated herein by this reference ("Parcel A").

b. The Grantee is a municipal corporation of the state of Washington, and this Easement Agreement is for the benefit of Grantee.

c. This Easement Agreement sets forth the terms and conditions under which the Grantor will grant the Grantee an easement in the portion of Parcel A described below.

2. Grant of Easement. For valuable consideration, receipt and sufficiency of which is acknowledged, the Grantor warrants, grants and conveys to the Grantee, a perpetual and exclusive easement over, across and under that portion of Parcel A which is legally described on the attached **Exhibit B,** which is incorporated herein by this reference ("Easement Area").

3. Purpose of Easement. The Easement is granted for the purpose of the installation, operation and maintenance of _____ (the "Improvements"). Grantee

and its agents, designees and/or assigns shall have the right at such times as deemed reasonably necessary by Grantee, to enter upon Parcel A to inspect, construct, reconstruct, operate, maintain, repair, and replace the Improvements.

4. General Provisions.

a. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto. The Easement created shall run with the land.

b. Applicable Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in King County, Washington.

c. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either party to this Easement Agreement arising out of or pertaining to this Easement Agreement, including but not limited to filing suit or requesting an arbitration, mediation, or other alternative dispute resolution process, and appeals and collateral actions relative thereto, (collectively, "Proceedings"), the substantially prevailing party as determined by the court or in the Proceedings shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and all costs and expenses incurred relative to such suit or Proceedings from the substantially non-prevailing party, in addition to such other relief as may be awarded.

d. Entire Agreement. This Easement Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in writing signed by the party against whom enforcement of the modification is sought.

e. Waiver. The waiver by a party of a breach of any provision of this Easement Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

f. Severability. If for any reason any portion of this Easement Agreement shall be held to be invalid or unenforceable, the holding of invalidity or enforceability of that portion shall not affect any other portion of this Easement Agreement and the remaining portions shall remain in full force and effect.

g. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing delivered to the party, or sent by certified mail to the address listed below for that party:

GRANTOR:

GRANTEE:

DATED this ____ day of _____, 20__.

GRANTOR: _____

GRANTEE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

BILL OF SALE

FILED FOR RECORD AT REQUEST OF:

CITY CLERK
CITY OF NORTH BEND
P O BOX 896
NORTH BEND, WA 98045

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned Seller(s) _____, do(es) by these presents hereby convey, set over, assign, transfer and sell to the **City of North Bend** (the "City"), a municipal corporation of the state of Washington, the following described wastewater collection system, storm drainage system, curbs, and/or street paving and warrants against defects in labor or materials appearing within one (1) year from the date hereof:

Commonly known as:

Seller warrants that he/she/they/it is/are the sole owner(s) of all the property described above and has/have full power to convey all rights herein conveyed and agree to hold the City of North Bend harmless from any and all claims which might result from execution of this document.

Seller warrants that the property above described is free from all liens and encumbrances and Seller warrants and will defend the property hereby sold to City and its successors and assigns against the lawful claims and demands of all persons.

By accepting and recording this instrument, the City accepts and agrees to maintain the wastewater collection system, storm drainage system, curbs, and street paving as part of the City's wastewater collection system, stormwater system, and street system in the same manner as though it had been constructed by the City.

IN WITNESS WHEREOF the Seller(s) has/have executed these presents this ____ day of _____, 20____.

Seller: _____ Purchaser: _____
_____ _____
_____ _____

APPROVED AS TO FORM:

_____
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this

instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
(Print: _____)
NOTARY PUBLIC in and for the State of Washington
My appointment expires _____

STANDARDS FOR PREPARATION OF EXTENSION PLANS AND SPECIFICATIONS

CITY OF NORTH BEND

STANDARDS FOR PREPARATION OF EXTENSION PLANS AND SPECIFICATIONS

1. GENERAL……
2. DESIGN BY DEVELOPER'S ENGINEER……..
3. DESIGN SPECIFICATIONS AND CRITERIA……..
4. EASEMENTS/RIGHTS-OF-WAY…….
5. CONSTRUCTION DRAWING FORMATS……

CITY OF NORTH BEND

STANDARDS FOR PREPARATION OF EXTENSION PLANS AND SPECIFICATIONS

1. GENERAL

The following standards are to be followed in the design of extensions to the sewer, stormwater systems, and streets of the City, and the preparation of plans and specifications for the construction of these extensions. These standards are to be followed except where specific deviations are approved by the City.

2. DESIGN BY DEVELOPER'S ENGINEER

A. Selection of Engineer. Developer shall have the right to select its own engineer to design and prepare the plans or have the City Engineer perform such design and preparation. Developer's Engineer shall only have authority to design and prepare the plans for the extension to the City's sewer, stormwater system, and streets. The design shall conform in all respects to City specifications and must be approved by the City Engineer prior to commencement of construction. Failure by the City to discover errors, omissions, or discrepancies in the plans shall not relieve Developer of the responsibility to ensure that the plans prepared by Developer's Engineer conform in all respects to City specifications.

Should Developer elect to use its own Engineer to design and prepare the plans, at the time of development and submission of this Agreement to the City for execution, Developer shall notify the City in writing of the person or firm proposed to do the work. Nothing contained in this Agreement shall create any contractual rights between the City and any person or firm employed by Developer to design and prepare the plans.

B. Reliance. The reliance of the Developer's Engineer on any information provided by the City for design purposes will be addressed as follows:

In the event Developer elects to use its own Engineer to design and prepare the plans, the City shall make available to Developer such information as it may have regarding existing utilities and obstructions. Such information is not guaranteed; it is made available to Developer for such value as it may have. Incompleteness or errors in this information shall not be the cause of claim against the City Engineer or the City, nor shall it relieve Developer of the responsibility for repairing any damage its activities may cause to such utilities. It shall be Developer's responsibility to contact all necessary utilities and determine what existing utilities and obstructions may exist.

When the Developer proposes to design and to prepare construction plans using his own engineer, a pre-design conference with the City's Engineer is recommended, but not required, to ensure there is a clear understanding of the City standards and the specific improvements required to extend the City sewer, stormwater and street systems to serve Developer's Property.

C. Ownership of Designs. The originals of all plans prepared by Developer's Engineer and as modified to reflect as-built conditions shall be delivered to the City upon completion of construction and shall become the property of the City. Neither Developer nor Developer's Engineer shall have any rights of ownership, copyright, trademark or patent to the plans.

3. DESIGN SPECIFICATIONS AND CRITERIA

Construction materials, procedures, details, and designs shall comply with the latest revisions to the following applicable standards:

Streets – WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction (latest edition), including Special Provisions contained in Divisions 2 through 9 and amendments to Division 1;
Sewer – Washington State Dept. of Ecology's Criteria for Sewage Works Design; and
Stormwater – King County Surface Water Design Manual (latest edition).

The design of Extensions shall be consistent with the City's approved Comprehensive Plans, North Bend Municipal Code, the regulations and standards of the Department of Health, Eastside Fire and Rescue, and all other applicable state, county, and local agency regulations.

Specific criteria established by the City are as follows:

A. Sewer System

1. Minimum size for all sewer pipe shall be 8-inches except where line is less than 150 feet and will not be extended.
2. Minimum slope on all sewer pipe shall comply with Department of Ecology standards except for 8-inch. Minimum slope for 8-inch sewer pipe shall be 0.005 feet/foot except where a lesser slope is specifically approved by the City Engineer.
3. All sewer pipe invert elevations at manholes shall be computed to the center of the manhole.
4. Where the combined slope of the sewer line entering or exiting a manhole is less than 0.05 feet per foot, a drop of 0.l foot shall be provided between the invert of the new sewer pipe and existing sewer pipes.
5. The location and size of oversized sewer lines shall be designated by the City Engineer.
6. All sewer manholes shall be located at street centerline or 6-foot south or west of street centerline.

7. Location of all sewers shall not exceed a horizontal distance or more than 10 feet from street centerline.
8. Sewer lines shall be designed such that the invert elevation of the side sewer stub at the property line is at least 4 feet deep and below the lowest expected floor elevation of the structure to be served such that the slope of the service line from the property line to the building is at least 0.02 feet/foot. The invert elevation of the connection plus the rise of the side sewer to the property line shall be based on its length and minimum slope of 0.02 feet/foot plus 1.0 foot. The design elevation of the side sewer stub shall be shown on the construction plan.
9. Sewer lines shall be extended to the boundaries of the property being served providing access for future service of adjacent properties.
10. All side sewer service lines shall be 6-inches or larger. Dual services are ***not*** allowed.
11. Clean-outs for all side sewers shall be located at the property line of the lots being served and at bends and 100-foot intervals on the private properties.

B. Stormwater System

Mainline Stormwater System:

1. Minimum size for all storm drain pipe shall be 12-inches, except that those pipes which connect curb inlets to main storm drains may have a minimum diameter of 8-inches, and a maximum length of 60 linear feet if conflicts with other utilities prevent the use of 12-inch diameter pipe.
2. Minimum slope of storm drains shall be 0.005, except that larger diameter pipe may be installed at a smaller slope if approved in advance by the City Engineer.
3. Maintain uniform line and grade between all catch basins.
4. Install catch basins at all changes of line, grade, change in pipe size or material, at all pipe intersections and at ends of all storm drain pipe, except driveway culverts and at maximum drain spacing of 300 feet. Maximum length of overland drainage shall be 300 feet.
5. Extend mainline storm sewers to boundary of project to serve adjacent upstream properties.
6. Design location of pipe shall be along south and west street curbs, except as required to match existing utilities.
7. Minimum depth of cover over top of pipe shall be 2 feet, unless otherwise approved by the City Engineer.
8. Extend service lines to property line where under future paving, curbs or sidewalks.
9. Notice pipe size, length, slope and invert elevations in profile on each run between catch basins.
10. Drainage facilities must be designed in accordance with the latest version of the King County Surface Water Design Manual.
11. In areas where open ditches are allowed, they shall be constructed with minimum depth of 3 feet, minimum side slope of one and one-half feet horizontal to one vertical, with driveway culverts 12 inch minimum diameter.

12. Culvert ends shall be beveled and shall be protected with quarry spall armor for full depth of ditch, or pipe ends shall be vertical with concrete headwalls.

C. Footing and Downspout Drain:

1. Minimum diameter shall be 6-inches to property line.
2. Minimum slope shall be 1% or minimum 3 feet per second velocity, whichever is greater.
3. Provide 3 foot minimum depth at property line, or deeper if required by lot topography.
4. Provide individual drain for each house or lot.
5. All drain lines shall enter the storm system at catch basins

D. On-Site Detention:

On-site detention of stormwater shall be designed and installed in accordance with the latest version of the King County Surface Water Design Manual for all development or redevelopment.

E. Streets

1. Right-of-way width shall be in accordance with the street's classification.
2. All intersections shall be 90 degree, unless approved in advance by the City Engineer.
3. Street extensions shall be laid out to promote efficient vehicular circulation.
4. All rights-of-way shall be extended to property lines to avoid landlocking adjacent parcels, unless otherwise approved through the platting process.
5. Maximum permitted road grade is 15%.
6. Adequate transverse slope must be provided for surface water drainage.
7. Maximum dead end street length is 300 feet.

4. EASEMENTS/RIGHT-OF-WAY

Whenever sewer and/or stormwater lines are located outside of public street rights-of-way, easements shall be of sufficient width to allow for future replacement of the facility without damage to permanent adjacent improvements. In general, if the sewer and/or stormwater line is located in the center of the easement, its minimum width shall be 15 feet. Special circumstances may require additional widths, such as for deep sewer lines.

5. CONSTRUCTION DRAWING FORMATS

The City desires to maintain a consistent format to its construction drawings, and therefore requires that all construction drawings conform to the following format unless exceptions are approved in advance by the City's Engineer.

The following format and requirements are minimum for normal type system extensions. Unusual or special facilities or construction requirements may dictate additional drawings and drawing requirements.

A. Sheet size: 22” x 34” mylar.

B. Sewer, Stormwater, and Street Plan: a separate construction plan is required at a scale of 1-inch = 20 feet, showing all existing or proposed utilities, existing or proposed street surfacing and improvements, street centerline and stationing, street right-of-way margins, street names, legal identifications of properties such as lot number or tax parcel number, section subdivision lines, all property lines and all easements.

C. Sewer Plan - show the following:

1. Station and offset to each manhole. Number each manhole consecutively in the new sewer system based on an agreed upon numbering system. Begin at the connection to existing system and proceed upstream. Breach lines shall use the subnumber of the manhole on the line number.
2. Show the size, material, slope, and length of each sewer line between manholes.
3. Show the location of all side sewer stubs and the invert elevation at the end of the stub.
4. Show details as necessary to direct the contractor in making connections to the existing system and to protect existing facilities during construction of the new sewers.
5. All other work and materials required for the construction of the extension shall be clearly shown and concisely illustrated on the plan.

D. Street/Stormwater Plan – show the following:

1. Station and offset to each catch basin. Number each catch basin consecutively in the new storm water system based on an agreed upon numbering system. Begin at the connection to existing system and proceed upstream. Breach lines shall use the subnumber of the catch basin on the line numbered.
2. Show the size, material, slope, and length of each stormwater line between catch basins.
3. Show details as necessary to direct the contractor in making connections to the existing system and to protect existing facilities during construction of the new storm water system
4. All other work and materials required for the construction of the extension shall be clearly shown and concisely illustrated on the plan.
5. Right-of-way width, pavement width, sidewalk and landscaping location.
6. Location of stormwater facilities.
7. Radius and tangent points of all curves.
8. Grading plan showing location and extent of all cuts and fills.
9. Specification of pavement, gutter, curb, and sidewalk materials.

E. Sewer or Stormwater Profile – Profiles of proposed sewer mains shall be provided on the associated plan drawing of the sewer mains. Profile shall be shown directly under the plan layout of the pipe. Profiles of proposed storm pipes shall be similarly provided on the associated plan drawing of the street/storm systems. The scale of these drawings shall be 1-inch = 20 feet horizontal and 1-inch = 5 feet vertical.

F. Sewer profile—show the following:

1. For each manhole, show the rim elevation, invert elevation of all sewer entering or leaving the manhole, and the manhole number and location (street station and offset).
2. Show the sewer line profile and the existing and proposed ground lines. Identify the size, material, slope, and horizontal length of the sewer line on the profile.
3. Above the ground line indicate the profile location by street name or other right-of-way designation.
4. Show all crossing utility and designate special materials or construction procedures that may be required.
5. Provide a legend to clearly illustrate the composition of the profile.

GENERAL CONDITIONS
FOR DEVELOPER EXTENSIONS

CITY OF NORTH BEND

GENERAL CONDITIONS
FOR DEVELOPER EXTENSIONS

1. SCOPE . . . . . .
2. DEFINITIONS . . . . . .
3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES. . . . . .
4. STATUS OF CITY ENGINEER. . . . . .
5. SURVEYS, PERMITS, LAWS, AND REGULATIONS. . . . . .
6. CONSTRUCTION STAKING. . . . . .
7. INSPECTION AND TESTS . . . . . .
8. PLANS AND SPECIFICATIONS ACCESSIBLE . . . . . .
9. OWNERSHIP OF DRAWINGS . . . . . .
10. INSURANCE . . . . . .
11. MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST. . . . . .
12. SHOP DRAWINGS . . . . . .
13. CUTTING AND FITTING . . . . . .
14. LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN . . . . . .
15. SAMPLES. . . . . .
16. DETERMINATION OF “OR EQUAL” . . . . . .
17. ROYALTIES AND PATENTS . . . . . .
18. PAYMENT OF PREVAILING WAGES . . . . . .
19. PROTECTION OF WORK AND PROPERTY AND SAFETY. . . . . .
20. EXISTING UTILITIES OR OBSTRUCTIONS. . . . . .
21. REPLACING IMPROVEMENTS. . . . . .
22. SUPERINTENDENCE AND SUPERVISION . . . . . .
23. WARRANTIES OF DEVELOPER. . . . . .
24. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD. . . . . .
25. SUBLETTING AND SUBCONTRACTING . . . . . .
26. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS . . . . . .
27. LOSS OF MARKERS . . . . . .
28. DISPUTE RESOLUTION. . . . . .

GENERAL CONDITIONS
FOR EXTENSIONS CONSTRUCTED BY DEVELOPERS

1. SCOPE

Set forth below are general conditions for extension of the City's sewer, stormwater systems, and streets by developers. Reference to or requirements for non-applicable conditions for any particular application will be construed to have no meaning relative to the performance of such work. All other conditions shall be strictly followed.

2. DEFINITIONS

The following terms, as used in developer extension agreement contract documents, shall be defined and interpreted as follows:

A. "Agreement" shall mean the Agreement to Construct Extension to Sewer, Stormwater, and Street Systems entered into by the Developer and the City.

B. "City" shall mean the City of North Bend, King County, Washington.

C. "City Engineer" shall mean the consulting engineer employed by the City or contracted by the City for the administration of this Agreement.

D. "Contract Documents" shall have the meaning ascribed in the Agreement.

E. "Developer" shall mean the person, partnership, firm, or corporation identified in the Checklist, andshall include Developer's agents, employees, and subcontractors.

F. "Developer's Engineer" shall mean the engineering firm, and that firm's representatives, which may be approved by the City to act as the engineer for the Extensions to be performed under this Agreement.

G. "Extensions" shall have the meaning ascribed in the Agreement .

H. "Or Equal" shall mean any manufactured article, material, method, or work which, in the opinion of the City Engineer, is equally desirable or suitable for the purposes intended in the Specifications and the Contract Documents as compared with similar articles specifically mentioned therein.

I. "Plans" shall mean all instructions, shop drawings, and other official drawings (and reproductions of the same) made or to be made pertaining to the Extensions or to

any structure connnected therewith, including supplemental instructions, drawings or documents furnished by the City Engineer at Developer's request, which, in the City Engineer's sole discretion, are necessary for the proper construction of the Extensions, provided that all such supplemental drawings and instructions must be consistent with the Contract Documents.

J. "Specifications" shall mean the design specifications and criteria identified in the Standards for Preparation of Extension Plans and Specifications.

3. PLANS AND SPECIFICATIONS; OMISSIONS AND DISCREPANCIES

Developer shall carefully study and compare all Plans and Specifications and other instructions and shall, prior to ordering material or performing work, report in writing to the City Engineer any error, inconsistency, or omission in respect to design, construction or cost which Developer may discover. If Developer, in the course of this study or in the construction of the Extensions, finds any discrepancy between the Plans, or any such errors or emissions in respect to design, construction, or cost in drawings or in the layout as given by points and instructions, it shall be Developer's duty to inform the City Engineer immediately in writing, and the City Engineer shall promptly check the same. Any work done after such discovery will be done at Developer's risk.

4. STATUS OF CITY ENGINEER

A. Except for the method or manner of performing the work, is the Extensions are to be constructed under the general supervision and to the complete satisfaction of the City Engineer, or his/her duly authorized representative, who shall use his/her reasonable discretion and professional experience as to the true interpretation and meaning of the project application, Plans, Specifications, and estimates and as to all questions arising as to proper performance of the work. The City Engineer has the authority to stop work whenever, in his/her opinion, such stoppage may be necessary to ensure proper execution of the contract. The City Engineer may also reject all work and materials which in his/her opinion, do not conform to the contract.

B. The City Engineer shall use his/her reasonable discretionar and professional experience to decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and all questions as to the

acceptable fulfillment and performance of the Agreement on the part of Developer. The decision of the City Engineer in such matters shall be final.

C. The City Engineer may direct the sequence of conducting work when it is in locations where the City is doing work either by contract or by its own forces or where such other work may be affected by the Extensions, in order that conflict may be avoided and the Extensions be harmonized with work under other contracts, or with other work being done in connection with, or growing out of, operations of the City. Nothing in this Section 4(C) shall be interpreted to relieve Developer of its obligations or liabilities under the Contract Documents.

D. Neither the City Engineer nor his/her representatives have the authority to waive the Developer's obligation to perform work in accordance with the Contract Documents. However, the City Engineer shall have the authority to authorize minor field changes. Failure or omission on the part of the City Engineer or his/her representatives to condemn unsuitable, inferior, or defective work and/or labor or material or equipment furnished under the application shall not release Developer or his/her bond from performing the work in accordance with the Contract Documents.

5. SURVEYS, PERMITS, LAWS, AND REGULATIONS

A. Developer shall furnish all property boundary surveys unless otherwise specified. Permits, permission under franchises, licenses, and bonds of a temporary nature necessary for the prosecution of the work, and inspection fees in connection therewith shall be secured and paid for by Developer. Where the City is required to secure such permits, permission under franchises, and licenses and bonds and to pay the fees, Developer shall reimburse the City for such costs incurred.

B. Developer shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the construction of the Extensions and obligations under the Contract Documents. If Developer observes that the Contract Documents, or any part thereof, are inconsistent, Developer shall promptly notify the City Engineer in writing, and any necessary changes shall be made. If Developer performs any work contrary to such laws, ordinances, rules and regulations, or prior to obtaining permits, permission under franchises, licenses, and/or bonds as required to be furnished by or obtained by the City, Developer does so at its own risk.

6. CONSTRUCTION STAKING

Developer shall, at Developer's sole expense, furnish all construction points, stakes, and instructions necessary to control the horizontal and vertical placement of all facilities to be constructed by Developer pursuant to the Contract Documents. Construction points, stakes and instructions to be provided by Developer shall meet the following minimum requirements:

A. Sewer Extension

1. One complete set of grade stakes and suitable offset stakes at each manhole. Developer shall provide to the City one (1) set of grade sheets (cut sheets) showing hub to sewer invert.

2. A stake at each property corner and a stake along the property line 20 feet off-set from the edge of the public right-of-way at each location where a side sewer stub is to be installed.

3. Sufficient horizontal and vertical reference marks and stakes to accurately locate and construct all other sewer facilities and structures to be constructed.

B. Storm Water Extension

1. One complete set of grade stakes and suitable offset stakes at each storm drain and intermediate grade stakes at an offset acceptable for construction at 50 foot intervals between storm drains. Developer shall provide to the City one (1) set of grade sheets (cut sheets) showing hub to storm water invert.

2. Sufficient marks to locate all surface features such as manhole covers, valve box covers, storm drain grades, and all other surface features requiring exposure to the surface of the roadway.

3. Double 20-foot offsets for each corner of storm structures such as vaults or tanks.

Developer shall perform all property surveys necessary for placement of the construction stakes including surveys of easements. Developer shall provide to the City drawings showing the bearing and dimensions of all property lines, ties to adjacent subdivisions and section control and the calculated closure of all control traverses. All surveying and construction staking shall be performed by a professional land surveyor licensed in the state of Washington.

7. INSPECTION AND TESTS

A. Inspection of the work by the City and its authorized agents shall be strictly for the benefit of the City, and nothing contained herein shall be construed to relieve Developer of its obligations under this Agreement.

B. The City Engineer and his/her representatives shall, at all times, have access to the Extensions for the purpose of inspecting and testing, wherever it is in preparation or progress, and Developer shall provide proper facilities for such access and for such inspection and testing.

C. If any work should be covered up without approval or consent of the City Engineer, it must, if required by the City Engineer, be uncovered for inspection at Developer's expense.

D. Re-examination of questioned work may be ordered by the City Engineer; and, if so ordered, the work shall be uncovered by Developer. If such work is found by the City Engineer to be in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents, Developer shall pay such costs.

E. Developer shall make tests of the work as required by the City Engineer at Developer's expense and shall maintain a record of such test.

F. For a performance test to be observed by the City Engineer, Developer shall make whatever preliminary tests are necessary to assure that the materials and/or equipment are in accordance with the Specifications. If, for any reason, the test observed by the City Engineer is unsatisfactory, Developer shall pay all costs incurred by the City Engineer for the inspection and supervision of all further testing.

G. Where work is performed outside of the normal 40-hour work week, Developer shall pay City's additional costs for inspection and supervision, if applicable.

H. Where the Plans, Specifications, City Engineer's instructions, laws, ordinances, or any government authority require any work to be specifically tested or inspected, Developer shall give the City Engineer timely notice of the date fixed for such inspection. Required certificates of inspection by authorities other than the City Engineer shall be secured by Developer and copies provided to the City Engineer.

I. Inspection during construction will be provided as deemed necessary by the City Engineer.

J. Written notice of deficiencies, adequately describing the same, shall be given to Developer upon completion of each inspection, and Developer shall correct these deficiencies within seven (7) days of notice thereof, or as agreed upon in writing by both parties, and before final inspection will be made by the City Engineer.

K. A representative of Developer or Developer's contractor shall arrange a time with and accompany the City Engineer on the final inspection and subsequent inspections, if required, thereafter.

L. Deficiencies discovered at the final inspection shall be corrected within seven (7) days notice thereof or as agreed upon by both parties, and in no instance shall

service be provided until said deficiencies are corrected and the extension passes re-inspection.

M. All costs incurred by the City for inspection, including the fees and charges of its City Engineer, except as specifically provided for in this section, shall be paid by Developer, and a deposit for this may be required in advance by the City.

N. Neither inspection nor acceptance by the City shall relieve Developer of any responsibility or liability, whether to the City or others, provided in the Contract Documents.

8. **PLANS AND SPECIFICATIONS ACCESSIBLE**

A. The City shall furnish one (1) copy of Plans and Specifications to Developer, who shall keep at least one (1) copy of the same constantly accessible at the construction site.

B. Where shop drawings are required to be submitted for acceptance, one (1) copy of the approved shop drawings shall be kept constantly accessible at the construction site.

9. **OWNERSHIP OF DRAWINGS**

All Plans, Specifications and copies thereof prepared or furnished by the City Engineer are his/her property. They are not to be used on other work and, with the exception of the signed Agreement, and are to be returned to him/her upon completion of the work.

10. **INSURANCE**

The Developer shall carry liability and property damage insurance covering all work performed under the Contract Documents, including work done by subcontractors. This insurance shall name the City and its employees as co-insureds and shall be deemed primary coverage, with any insurance carried by the City classified as additional coverage. Unless otherwise specified, the insurance shall be carried as follows: Bodily Injury, each person - $3,000,000, each accident; Property Damage, each accident - $3,000,000.

11. **MATERIALS AND EQUIPMENT; MATERIALS AND EQUIPMENT LIST**

A. Materials and equipment shall be new and as specified in the Contract Documents, or if not specified, shall be of a quality approved by the City Engineer. All materials and equipment furnished are warranted by Developer as new and as in compliance with the Plans and Specifications, if specified therein, and as suitable for the intended purpose. In addition thereto, the Developer shall furnish the City with

copies of the supplier's warranty. Except in the event of fraud or bad faith by Developer, the warranty described in this Section 11(A) shall be limited to one (1) year.

B. Developer shall file two (2) copies of its materials and equipment list with the City Engineer prior to commencing construction of the Extensions. This list shall include the quantity, manufacturer and model number, if applicable, of materials and equipment to be installed under the Contract Documents. This list will be checked by the City Engineer as to conforming with the Plans and Specifications. The City Engineer will pass upon the list with reasonable promptness, making note of required corrections.

Developer shall make any required corrections and file two (2) corrected copies with the City Engineer within one week after receipt of notice of required corrections. The City Engineer's review and acceptance of the lists shall not relieve Developer from responsibility for deviations from the Plans and Specifications or warranty for suitability for the intended purpose unless Developer has, in writing, called the City Engineer's attention to such deviations at the time of submittal and secured the City Engineer's written approval for such deviation.

12. SHOP DRAWINGS

All shop details, structural steel, pipe, machinery, equipment, schedules, bending diagrams, reinforcing steel, and other detail drawings furnished by the Developer, as required and provided for in the specifications. Developer shall check and verify all field measures. Developer shall submit with such promptness as to cause no delay in its own work or in that of any other contractor, two (2) copies, checked and approved by Developer, of all shop or setting drawings and schedules (all collectively herein referred to as "shop drawings") required for the work of the various trades in the construction of the Extensions or where requested by the City Engineer, and shall verify all field various trades in the performance of the work or where requested by the City Engineer and shall verify all field measurements or conditions to which the shop drawings are applicable. The City Engineer shall pass upon them with reasonable promptness making note of required corrections, including those related to design and artistic effect. Developer shall make any corrections required by the City Engineer and, within one (1) week after receipt of the notice of required corrections, shall file with the City Engineer two (2) corrected copies and furnish such other copies as may be needed by the City Engineer. The City Engineer's acceptance of such drawings or schedules shall not relieve Developer from responsibility for deviation from drawings, Plans, or Specifications, unless Developer has, in writing, called the City Engineer's attention to such deviation at the time of submission and secured the City Engineer's written approval, nor shall it relieve Developer from responsibility for errors in shop drawings or schedules.

13. CUTTING AND FITTING

Developer shall do all cutting and fitting of its work that may be required to make any of the Extensions' several parts come together properly, and fit it to receive or be received by work of other developers or contractors shown or reasonably implied by the Plans and Specifications for the completed structure, and Developer shall restore all surfaces damaged by cutting and fitting as the City Engineer may direct.

14. LABOR, MATERIALS, EQUIPMENT, FACILITIES, AND WORKMEN

A. Developer shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work, except as otherwise stipulated in the Contract Documents.

B. The Developer shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any person unfit or not skilled in the work assigned to him/her. Employees or agents of Developer, who, in the opinion of the City Engineer, may impair the quality of the Extensions shall forthwith be discharged by Developer upon the written request of the City Engineer.

C. During the term of the Agreement, neither party shall employ nor hire any employee of the other party, nor of the City Engineer, without the written consent of the other party. Neither party shall use any work performed or any information obtained from any employee hired in violation of this provision in making a claim against the other party.

D. Necessary sanitation conveniences for the use of workmen on the job, properly secluded from public observation, shall be provided and maintained by Developer.

15. SAMPLES

The Developer shall furnish for approval all samples as directed by the City Engineer. The finished work shall be in accordance with approved samples. Approval of samples by the City Engineer does not relieve the Developer of performance of the work in accordance with the Contract Documents.

16. DETERMINATION OF "OR EQUAL"

The City Engineer shall make the determination regarding questions of "or equal" for any supplies or materials proposed by Developer. Developer shall pay to the City the cost of tests and evaluation by the City Engineer to determine acceptability of alternatives proposed by Developer, in accordance with Section 4 of the Agreement.

17. ROYALTIES AND PATENTS

Developer shall defend, indemnify and hold the City harmless for all claims and/or suits brought against the City by reason of infringement of patent rights or licenses on any material, machine, appliance, or process that Developer may use on the work or incorporate into the finished job. Such indemnity shall include the costs of defense by an attorney selected by Developer and approved by the City.

18. PAYMENT OF PREVAILING WAGES

Developer does not have to pay prevailing wages on projects without City funding.

19. PROTECTION OF WORK AND PROPERTY AND SAFETY

A. Developer shall continuously maintain adequate protection of the work from damage and shall protect City's property from injury or loss arising in connection with and during the term of the Agreement. Developer shall make good any such damage, injury, or loss, except as may be directly due to the negligence of agents or employees of the City. Developer shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

B. Developer shall bear the risk of loss or damage for all finished or partially finished work until accepted by the City.

C. Developer shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local safety laws and building codes. Developer shall erect and properly maintain at all times, as required by the conditions and progress of the Extensions, all necessary safeguards for protection of workmen and the public, shall post danger signs warning against known or unusual hazards; and shall designate a responsible member of its organization on the construction site whose duty shall be the prevention of accidents. The name and position of such person so designated shall be reported in writing to the City Engineer by Developer.

20. EXISTING UTILITIES OR OBSTRUCTIONS

A. Developer shall not enter upon or place materials on other private premises except by written consent of the individual owners, and Developer shall save the City harmless from all suits and actions of every kind and description that may result from its use of private property.

B. Underground utilities of record shall be shown on the Plans insofar as it is possible to do so. These, however, are shown for convenience only, and the City assumes no responsibility for improper locations or failure to show utility locations on the construction plans. Any underground utilities found during the course of

construction not properly shown on the Plans shall be recorded as to the nature, size, depth and orientation on the as-built drawings.

C. Developer shall take adequate precautions to protect existing lawns, trees, shrubs, outside rights-of-way, sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto caused by its operations to the satisfaction of the City Engineer, except as otherwise provided in the Contract Documents.

21. REPLACING IMPROVEMENTS

Whenever it is necessary in the course of construction to remove or disturb culverts, driveways, roadways, pipelines, monuments, property stakes, or other existing improvements, whether on private or public property, they shall be replaced to a condition equal to or better than that existing before they were so removed and disturbed.

22. SUPERINTENDENCE AND SUPERVISION

Developer shall keep on the construction site during the construction of the Extensions a competent superintendent and any necessary assistants, all satisfactory to the City Engineer. The superintendent shall not be changed except with the consent of the City Engineer unless the superintendent ceases to be in Developer's employ. The superintendent shall represent Developer, and all directions given to the superintendent shall be as binding as though given to Developer. Instructions to Developer shall be confirmed in writing upon its request in each case. Developer shall give efficient supervision to the work, using its best skill and attention.

23. WARRANTIES OF DEVELOPER

Upon completion of the Extensions and approval and acceptance thereof by the City, Developer warrants to the City as follows:

A. That Developer is the owner of the property and the same is free and clear of all encumbrances and that Developer has good right and authority to transfer title thereto to the City and will defend the title of the City against the claims of all third parties claiming to own the same or claiming an encumbrance against the same; and

B. That the Extensions are in proper working condition, order, and repair as designed and that they are adequate and fit for the intended purpose of use as sewer, stormwater, and/or street systems, and as integral parts of the sewer, stormwater, and/or street systems of the City; and

C. That all parts of the Extensions shall remain in proper working condition, order and repair as designed except where abused or neglected by the City; and that

Developer shall repair or replace, at its own expense, any work or material which may prove to be defective during the period of this warranty. Developer shall obtain warranties and guaranties from its subcontractors and/or suppliers where such warranties or guaranties are specifically required herein and shall deliver copies of such to the City upon completion of the Extensions. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for one (1) year after acceptance by the City.

Except in the event of fraud or bad faith by Developer, the warranty described in this Section 23 shall be limited to one (1) year.

24. CORRECTION OF DEFECTS OCCURRING WITHIN WARRANTY PERIOD

When defects occurring within the warranty period are discovered, Developer shall work to remedy any such defects within seven (7) days of notice of discovery thereof by the City, or as agreed upon in writing, and shall complete such work within a reasonable time as determined by the City. In emergencies, where damage or loss of service may result from delay, corrections may be made by the City immediately upon discovery; in which case the cost thereof shall be borne by Developer. In the event Developer does not commence and/or accomplish corrections within the time specified, the work shall be otherwise accomplished and the cost of same shall be paid by Developer.

Developer shall be responsible for any expenses incurred by the City resulting from defects in the Developer's work including actual damages, cost of materials, and labor expended by the City in making emergency repairs, and cost of engineering, inspection, and supervision by the City or City Engineer, as well as reasonable attorneys' fees and expert witness fees to be fixed by the court in any action which the City may commence against the Developer to enforce the provisions hereof.

25. SUBLETTING AND SUBCONTRACTING

Developer is fully responsible and liable to the City for the acts and omissions of its employees, subcontractors, and all other persons either directly or indirectly employed or contracted with by subcontractors. The City's consent to subcontracting part of the work shall in no way release Developer from responsibility under the Agreement, and Developer will be held in all respects accountable for the same as if no consent had been given. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City.

26. SEPARATE CONTRACT; INTERFERENCE WITH OTHER DEVELOPERS

The City reserves the right to perform work with its own forces or to let contracts for work under similar general conditions in connection with this project or other projects.

Developer shall afford the City and other contractors reasonable opportunity for the execution of their respective work.

27. LOSS OF MARKERS

The City shall not be responsible for costs to relocate service ends in the event of removal or destruction of the markers by parties other than the City.

28. DISPUTE RESOLUTION

A. Process for Alternative Dispute Resolution. The parties shall cooperate in good faith and deal fairly in performing their duties under the Contract Documents in order to accomplish their mutual objectives and avoid disputes. If a dispute arises, the parties shall resolve all disputes by the following progressive alternative dispute resolution process:

1. The parties shall first seek a fair and prompt negotiated resolution.

2. If negotiation is not successful, either party may demand binding arbitration in accordance with RCW 7.04.060; provided, that within twenty (20) days of the initial arbitration demand, the parties shall attempt to resolve the dispute by nonbinding third-party mediation. Mediation efforts shall not delay or affect the arbitration hearing date unless agreed by the parties.

3. If the dispute is not resolved through mediation within forty-five (45) days of the initial arbitration demand, the parties shall proceed with the binding arbitration; provided, that the mediator shall prepare and deliver to the arbitrator a final written recommendation for resolution of the dispute.

B. Selection of Arbitrator. There shall be one arbitrator agreed upon by the parties, or, if the parties cannot agree on the identity of the arbitrator within ten (10) days of the initial arbitration demand, the arbitrator shall be selected by the administrator of the American Arbitration Association (AAA) office in Seattle from its Large, Complex Case Panel (or shall have similar professional credentials). The arbitrator shall be an attorney with at least fifteen (15) years' experience in the practice of law and shall reside in the Seattle/King County metropolitan area. Whether a claim is covered by the Contract Documents shall be determined by the arbitrator. All statutes of limitations which would otherwise be applicable in a court of law shall apply to any arbitration proceeding hereunder. The mediator shall be selected by the same manner as the arbitrator.

C. Procedures. The arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules in effect on the date of the initial arbitration demand, as modified by this Section 28. There shall be no dispositive motion practice. As

necessary to ensure a fair hearing, the arbitrator may authorize limited discovery, and may enter pre-hearing orders regarding (without limitation) scheduling, document exchange, witness disclosure and issues to be heard. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such writings and oral presentations as reasonable business people would use in the conduct or their day-to-day affairs, and may require the parties to submit some or all of their case by written declaration or such other manner of presentation as the arbitrator may determine to be appropriate. The parties intend to limit live testimony and cross-examination to the extent necessary to ensure a fair hearing on material issues.

D. Hearing – Law – Appeal Limited. The arbitrator shall hold a private hearing within ninety (90) days of the initial arbitration demand and shall take reasonable measures to conclude the hearing within three (3) days. The arbitrator's written decision shall be issued not later than fourteen (14) calendar days after the close of the hearing. These time limits are included in order to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions, which shall not affect the validity of the award. The written decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply substantive law. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction over the parties. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other arbitration proceeding involving common issues of law or fact or which may promote judicial economy, but shall not have the power to award punitive or exemplary damages.

E. Provisional Remedies. Pending selection of the arbitrator, either party may request the AAA to unilaterally appoint an interim arbitrator for the limited purpose of awarding temporary or preliminary relief. This award may be immediately entered in any federal or state court having jurisdiction over the parties even though the decision on the underlying dispute may still be pending. Once appointed, the official arbitrator may, upon request of a party, issue a superseding order to modify or reverse such temporary or preliminary relief or may confirm such relief pending a full hearing on the merits of the underlying dispute, which order may be immediately entered in any federal or state court having jurisdiction over the parties, even though the decision on the underlying dispute may remain pending. Such relief may be granted by the arbitrator only after notice to and opportunity to be heard by the opposing party, unless the party applying for such relief demonstrated that its purpose would be rendered futile by giving notice.

F. Attorneys' Fees and Costs. The arbitrator shall award attorneys' fees, expert witness fees, and costs to the prevailing party, but only if the award to the prevailing party

exceeds the mediator's recommendation. Except as otherwise provided in the Agreement, neither party is entitled to payment of its attorneys' fees by the other party for disputes resolved prior to a final decision of the arbitrator.

Nothing in this Section 28 shall affect Developer's responsibility to reimburse the City for attorney fees and legal expenses in the normal course of the Agreement.

CERTIFICATE(S) OF INSURANCE