

*"WORKING TOWARD A BETTER ENVIRONMENT"*

*Valley View*  
**SEWER DISTRICT**

**AGREEMENT FOR CONSTRUCTING  
EXTENSIONS TO THE SEWER SYSTEM**

**EXTENSION:** \_\_\_\_\_

**THE DEVELOPER:** \_\_\_\_\_

**DATE:**      **FROM** \_\_\_\_\_ **TO** \_\_\_\_\_

## **SEWER EXTENSIONS**

**VALLEY VIEW SEWER DISTRICT**  
**DEVELOPER EXTENSION CHECKLIST**  
**SEWER**

Name of Development \_\_\_\_\_

DEVELOPER

CONTRACTOR

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Designate Developer status: \_\_\_\_\_ Address: \_\_\_\_\_

corporation;

partnership;

joint venture;

limited liability company;

sole proprietorship

Telephone: \_\_\_\_\_

Contractor's Registration No.: \_\_\_\_\_

Contractor's Email: \_\_\_\_\_

DEVELOPER ENGINEER

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Assigned District Engineer: \_\_\_\_\_

Project Location (include common street address): \_\_\_\_\_

This Project is:  Single Family

Multifamily

Commercial

Other/Explain: \_\_\_\_\_

Would commercial use require pretreatment of sewage?  Yes  No

The proposed project will be commenced on or before \_\_\_\_\_ and will be completed on or before \_\_\_\_\_

<u>DATE</u>	<u>ITEM</u>	<u>RESPONSIBLE PARTY</u>
-------------	-------------	--------------------------

A. Preliminary

_____	1. Application Form completed	Developer
_____	2. Initial fees paid:	Developer
_____	a. Application Fee           \$       500.00	
_____	b. Cash Deposit       \$5.00/ft. Minimum deposit	
	\$2,500.00	

- |       |  |          |
|-------|--|----------|
| _____ | 3. Application approved                        | District |
| _____ | 4. Developer Engineer approved (if applicable) | District |
| _____ | 5. Agreement approved                          | District |

B. Required before plans are started by District Engineer or Developer Engineer

- |       |   |           |
|-------|---|-----------|
| _____ | 1. Preliminary plat, if applicable  | Developer |
| _____ | 2. Contour map with 5' or less contour intervals (hard copy and electronic versions as appropriate)                         | Developer |
| _____ | 3. Road and storm system plans and profiles filed with District Engineer (hard copy and electronic versions as appropriate) | Developer |

C. Required if Plans prepared by Developer Engineer (if applicable)

- |       |  |   |
|-------|--|---|
| _____ | 1. Items 1, 2, and 3 of B above completed and submitted to District Engineer | Developer   |
| _____ | 2. Conceptual plan prepared  | Developer Engineer                                    |
| _____ | 3. Pre-design meeting  | Developer Engineer,<br>District, District<br>Engineer |
| _____ | 4. Preliminary design submitted to District Engineer (2 copies)              | Developer Engineer                                    |
| _____ | 5. Preliminary design approved   | District Engineer                                     |
| _____ | 6. Final Plan submitted (2 copies)   | Developer Engineer                                    |
| _____ | 7. Final Plan approved   | District, District<br>Engineer                        |

D. Required before extension is staked in field

- |       |   |  |
|-------|---|--|
| _____ | 1. Plans and Specifications   | District Engineer,<br>Developer Engineer |
| _____ | 2. Sections A, B, and C, of Developer Extension checklist completed | District                                 |
| _____ | 3. Application for Federal, State, City, and/or County permits      | District or District<br>Engineer         |
| _____ | 4. Approval of contractor   | District                                 |
| _____ | 5. Performance Bond   | Developer                                |
| _____ | 6. Certificate of Insurance   | Developer and<br>Contractor              |

_____	7. DOE approval received (if required)	
_____	8. Control staking in place (property boundary lines, street center lines, etc.)	Developer
_____	9. Metro, SWSSD, or Midway Sewer District, Approval Received	Developer Engineer
_____	10. All Necessary Fees Paid, and DDA in a 'current' status.	Developer
_____	a. Application Fee	
_____	b. Footage Charge	
_____	c. Others:	
_____	11. Preconstruction Meeting	District, District Engineer, Developer, Developer Engineer, Contractor
_____	12. Material and Equipment List submitted prior to the Preconstruction Meeting	Contractor

E. Required before construction begins

_____	1. Construction stakes in place	District/Developer Engineer
_____	2. Preconstruction photographs/video	District and Developer
_____	3. 48-hour notice of construction start	Developer
_____	4. Material and Equipment List Approval – prior to construction	District, District Engineer

F. Required before any service is connected: Final Acceptance

_____	1. Approval of Construction	District
_____	2. DOE approval (if required)	District
_____	3. Easements provided and approved	Developer/District
_____	4. Bill of Sale provided and approved	Developer/District
_____	5. General Facility Connection Charges paid	Developer/District
_____	6. Systems Facility Charges paid	Developer/District
_____	7. Latecomer Charges paid	Developer/District
_____	8. All extra charges paid	Developer
_____	9. Additional inspection/engineering fees paid \$ _____	Developer

- |  |                                    |           |
|--|------------------------------------|-----------|
|  | 10. Two-year Cash Maintenance Bond | Developer |
|  | 11. Project Acceptance             | District  |

G. Maintenance Period

- |  |  |          |
|--|--|----------|
|  | 1. Final inspection/system cleaning – CCTV inspection for release of maintenance bond to be accomplished no later than two (2) years from date of acceptance | District |
|  | 2. Release of Cash Maintenance Bond  | District |

H. Latecomer Reimbursement Agreement (if applicable)

- |  |   |                                |
|--|---|--------------------------------|
|  | 1. Application shall be made within 30 days of the District’s final acceptance of an extension facility | Developer                      |
|  | 2. Payment of nonrefundable fee (initial)   | Developer                      |
|  | 3. Preliminary Review and set-up of reimbursement contract/estimate of total fees                       | District Engineer              |
|  | 4. Applicant to review estimate and notify District to proceed  | Developer                      |
|  | 5. Complete Reimbursement Agreement   | District,<br>District Engineer |
|  | 6. Record contract with County  | District,<br>District Engineer |

I. Miscellaneous

- |  |   |                        |
|--|---|------------------------|
|  | 1. Bill of Sale furnished                   | District               |
|  | 2. Easements recorded                       | District               |
|  | 3. As-built drawings furnished              | Developer<br>Engineer† |
|  | 4. Excess inspection fees refunded: \$_____ | District               |

†NOTE: **All sewer manholes shall be located by survey after construction and the manhole rim and invert elevations determined.**

**VALLEY VIEW SEWER DISTRICT  
DEVELOPER EXTENSION AGREEMENT**

THIS DEVELOPER EXTENSION AGREEMENT is effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the “Developer”) and VALLEY VIEW SEWER DISTRICT, a municipal corporation of the State of Washington (the “District”).

Project address: \_\_\_\_\_  
Property Tax Lot Number(s) \_\_\_\_\_  
Property legal description: \_\_\_\_\_

[include or attach legal description]

The undersigned, as the Developer herein, hereby makes application to the Commissioners of Valley View Sewer District, as the District herein, for permission to construct and connect a private extension to the District’s existing sewer system as herein provided and pursuant to Chapter 57.22 RCW to serve the real property referenced above. If this application is accepted, the undersigned, in consideration of the mutual promises and covenants herein contained, agrees to the terms and conditions of this Developer Extension Agreement and as follows:

**1. Description of Extension**

The proposed extension will consist of approximately \_\_\_\_ lineal feet of sewer pipe and appurtenances and shall be installed in accordance with this Agreement and with Plans and Specifications approved by the District.

**2. Developer Solely Responsible for All Project Fees and Expenses**

Developer shall be solely responsible for payment of all fees, costs, and expenses associated with the Project, including all design, administration and construction expenses.

**3. District Not Authorized to Extend Credit: Developer to Maintain Adequate Deposit Account Balance**

District is not authorized to extend credit to Developer at any time. At the time of approval of a Developer Extension Agreement, District will establish a Developer’s Deposit Account (DDA) for handling all financial transactions between Developer and District. The amount of the initial cash deposit provided to the District by the Developer as well as possible additional required cash deposits into the DDA will be as described in section 4.c. of this Agreement. Failure of Developer to maintain an adequate credit balance in the DDA to cover anticipated costs, or to reimburse District in a timely manner for outstanding costs, will be subject to the provisions of Section 4.e. of this Agreement.

**4. Fees to be paid by the Developer**

a. Developer Extension Application Fee: A nonrefundable fee of \$500.00 **shall be paid at the time of making application to the District** as a fee for review of the application and for initial services of the District Engineer to determine the availability of District sewer service to the proposed project.

b. Additional Fees and Administrative Costs.

During Design, Construction and Closeout of the Project the Developer may be required to pay additional fees and costs to the District. Possible additional fees include:

- Survey costs for survey work performed by District
- Engineering design costs for design work performed by District
- Technical design review costs
- Right-of-way permit fees
- Outside agency inspection costs
- Construction engineering and inspection costs including video recording of sewer mains
- All District legal expenses associated with Project
- Connection Charges
- All other expenses incurred by District in relation to the Project.

All Engineering and Legal fees and costs will be charged on an actual cost, plus 15% Administrative overhead basis.

c. Cash Deposits. Owner agrees to pay the District a cash deposit equal to Five Dollars and no/100 (\$5.00) per each foot of sewer line to be installed with a minimum of Two Thousand Five Hundred Dollars and no/100 (\$2500.00), at the time of the submission of this Agreement to the District. This Deposit shall be made to the DDA by Developer in advance of incurring anticipated costs to avoid causing District to extend credit. If actual expenses exceed the amount in the DDA, Developer shall pay, within 10 days of notification by District, the deficit, the outstanding amount plus the amount projected by District as necessary to cover anticipated remaining expenses. Payment within 10 days shall constitute maintaining the DDA in a “current” status. Failure to make payment within 10 days will be considered as failure to keep the DDA current, and the District in its discretion shall have the right to impose some or all of the remedies referenced in section 4e.

The above deposit amounts have been established with the intent to approximate the expenses typically incurred for processing and administering a well-designed and effectively carried out Project. However, they include no allowance for unusual costs incurred by District. Unusual costs may include:

- Property surveys;
- Hydraulic modeling;
- Changes in design or Project layout;
- Excessive construction inspections due to difficult construction conditions or contractor performance issues;
- Project coordination problems beyond the control of the District;
- Errors or omissions by the Developer, its engineer, contractor or agents;
- Unusual negotiations necessary to resolve issues related to the Project;
- Legal expenses, or;
- Any other unanticipated Project related costs.



- d. The Developer shall pay all Connection Charges owing as a condition of issuance of the first side sewer permit. Connection charges may be owing for:
- 1) Any existing reimbursement agreement with the District applicable to Developer's extension/real property; or
  - 2) Any reimbursement agreement in force and effect applicable to Developer's extension/real property at the time of the District's final acceptance of Developer's extension.
- e. **Remedies Available to District - Unpaid Accounts to Become Liens Against Property**

If Developer fails to pay, when due, any fees or charges, or to reimburse District for any fees, costs, or expenses incurred as a result of District entering into this Agreement, then the outstanding amount shall be delinquent and shall accrue interest at the rate of twelve (12) percent, or at the highest legal rate per annum, whichever is greater, until fully paid. In addition to other remedies, the District shall have the right to:

- File a lien against the Property identified in this Agreement (benefiting property) at any time this Project has an amount owing that has not been paid in full within 30 days of notification by District that the amount or account is in arrears, and;
- Commence foreclosure proceedings of any such lien in the manner established by RCW 57.08.081, or as such statute may be modified or amended, to recover any fee, cost or expense owing the District.

District may also stop work on the Project upon failure of Developer to reimburse District in a timely manner, or if unusual costs are incurred that exceed the amount remaining in the DDA. All work performed by Developer during a period of work stoppage by District due to an insufficient account balance shall be subject to full inspection, or re-inspection, including exposing all buried facilities upon resumption of activity on the project by District.

## **5. Preparation of Plans by Developer's Engineer.**

- a. At the Developer's option, the Developer may have the Developer Engineer prepare the Design and Plans for the extension according to District Standards and Specifications and submit the Design and Plans to the District for review and approval. The Design and Plans prepared by the Developer Engineer shall be subject to the review and approval of the District Engineer and the District, and the Developer shall reimburse the District for all fees, costs and expenses incurred by the District Engineer to review such Design and Plans. Prior to commencing District review of the Design and Plans, the Developer Engineer must prepare and submit to the District Engineer a Preliminary Design and Plan for review by the District. Such plan shall include the road and storm sewer plans and profiles for the project, finished floor elevations of any proposed buildings planned for construction; and contours of the project area with contour intervals of two (2) feet or less. The District shall have the right to require changes in the preliminary Design and Plan as may be deemed necessary.
- b. If the Design and Plans are prepared by the Developer Engineer, after review of the preliminary design and Plan by the District Engineer, Developer's Engineer shall prepare a final Plan incorporating all changes and revisions as required by the District Engineer and submit two (2) copies of the final Plan to the District Engineer. The District Engineer shall then submit copies of the final Design and Plan to the District for review

and approval by the District. Upon receipt of the final Plan, the District shall have the right to require such changes to the final Plan as may be deemed necessary.

- c. Upon receipt of the final approved Design Plan drawings, the District will secure such permits and approvals for the Design and Plan as may be necessary for the District to acquire. Should changes to the Design and Plan be required to receive such permits and approvals, Developer's Engineer shall make all changes as required.

## **6. Final Acceptance - Conditions Precedent.**

The following conditions shall be met prior to final acceptance of the Project work and provision of service to the real property described in this Agreement:

- All terms and conditions of this Agreement, the Drawings and Specifications and other District requirements have been complied with.
- All easement issues have been resolved and easement documents have been submitted to and accepted by District.
- All construction activities have been completed, inspected, and approved by District.
- All Restoration Release forms (if required) have been signed by the property owners affected by the Project and submitted to District.
- All fees, Connection Charges and outstanding financial obligations due to the District have been paid in full, with consideration being allowed for any credits for prior payments and District financial participation in the project.
- The required Close Out Deposit amount has been paid or remains in the DDA.
- The completed as-built surveys and Surveyor's stamped, marked-up drawings have been submitted.
- One copy of the Final Plat drawings that have, or are to be, submitted to the land use jurisdiction, have been submitted to District.
- The minimum sewer outlet elevations (if required to be set) are documented on the face of the plat drawings.
- All documents required for transfer of ownership of the Extension(s) have been submitted, including the Bill of Sale.

## **7. Procedure for Acceptance.**

Acceptance of title to the extension improvements will be made by motion of the Board of Commissioners of the District. Prior to such acceptance, an executed Bill of Sale and any easement required for the extension improvements in a form approved by the District and containing the warranties required by this Agreement shall be executed by the Developer and any additional owners and delivered to the District.

## **8. Bill of Sale Warranties of the Developer.**

The Bill of Sale to be provided by the Developer to the District shall contain the following warranties with the District as beneficiary:

“Developer owns all component parts of the extension(s) identified in this Bill of Sale free and clear of all encumbrances and Developer has full authority to transfer title thereto to District and will defend the title of District against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon.”

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

“Developer has complied with all laws and ordinances respecting construction of the Project. The extension(s) is in proper working condition, order and repair, and is adequate and fit for the intended purpose of use as a sewer system and as an integral part of District’s system(s), and the extension(s) has been constructed in accordance with the conditions and standards of District.”

“For a period of two (2) years, Developer warrants that from the date of final acceptance of the extension by District, the extension and all parts thereof shall remain in proper working condition, order and repair; and Developer shall repair or replace, at Developer’s expense, any work or material which proves defective during the period of the warranty. When corrections of defects occurring within the warranty period are made, Developer shall further warrant corrected work for two (2) years after acceptance of the corrected work by District.”

All warranties and guarantees specifically required in this Agreement have been obtained with District identified as the Owner/beneficiary, and submitted.

**9. Affect of Acceptance.**

Acceptance by District shall cause the extension improvements to be subject to the control, use, and operation of the District and all regulations and conditions of service and service charges as the District determines to be reasonable and proper.

**10. Phased Construction.**

The extension improvements may be constructed in phases with prior District approval as conditioned and as specifically designated in the Plans and Specifications. Acceptance may also be on a phased basis when all requirements have been met. There will be no conditional acceptance or acceptance as approved by the District for use and operation, except in the event of the replacement of an existing active sewer line which may have to be placed in active service immediately after the completion of, but before the District’s final acceptance of the extension

**11. Correction of Defects Occurring Within Maintenance Period.**

When defects in the extension improvements are discovered within the maintenance period, the Developer shall start work to remedy any such defects within seven (7) days of notice by the District and shall complete such work within a reasonable time. In emergencies, where damages may result from delay and where loss of service may result, corrections may be made by the District upon discovery, in which case the cost thereof shall be borne by the Developer. In the event the Developer does not commence and/or accomplish corrections within the time specified, the work may be accomplished by the District at its option, and the cost thereof shall be paid by the Developer. The Developer shall be responsible for any expenses incurred by the District relating to, or resulting from defects in Developer’s work, including actual damages, costs of materials and labor expended by the District in making repairs and the cost of engineering, inspection and supervision by the District or the District Engineer.

## **12. Limitation of Period of Acceptance.**

The extension improvements shall be completed and accepted within two (2) years of the date of this Agreement. If the extension is not completed and accepted within the two (2) year period, then this Agreement and all of Developer's rights herein shall terminate and cease. At the District's sole discretion and subject to conditions imposed by the District, this agreement may be extended past the original two (2) year completion date to an extension deadline as determined by the District. In the event the Agreement terminates, the Developer shall be required to make a new application for an Extension Agreement to the District. Any such new agreement entered into between the District and the Developer pursuant to a new application shall be subject to any new or amended resolutions, policies, and fees which have taken effect since the execution of the terminated agreement. All conditions are subject to change.

## **13. Insurance**

The Developer shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts as set forth in the Appendix herein against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors; provided, prior to the pre-construction meeting, the Contractor shall also be required to provide the District with a certificate of insurance confirming the Contractor maintains general and automobile liability insurance in the same types, coverages and amounts the District requires from the Developer.

## **14. Indemnification**

Developer shall indemnify, defend and hold District, its elected officials, employees and representatives, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of the Project, except for injuries and damages caused by the sole negligence of District.

Developer shall indemnify, defend and hold District harmless from any liability or expense, including attorney fees, incurred by District by reason of Developer's (or Developer's employees or contractors) breach of any covenant contained in any franchise or permit granted by state, city, or public or private utility, or any easement granted by a private party to District for the purpose of enabling Developer to undertake construction within any right-of-way or on off-site private property. Developer further agrees that if any official or easement grantor notifies the District that Developer is violating the District's franchise, permit or easement in any respect, or if Developer damages any infrastructure facilities, then District shall give Developer reasonable notice to comply with the franchise or permit or to make repairs or restoration. If District deems it necessary to make any repairs or restoration (emergency or otherwise), then Developer shall, in addition to the indemnification provisions, reimburse District for the cost thereof.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Developer, or Developer's agents, and District, its elected officials, employees, and representatives, Developer's liability hereunder shall be only to the extent of Developer's or Developer's agent's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Developer's waiver of immunity under the Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

Developer further agrees to indemnify, defend and hold District harmless against all liabilities associated with any of the Developer's agent's failure, or refusal, to waive immunity under Industrial Insurance, Title 51 RCW. The provisions of this section shall survive the expiration or termination of this Agreement.

**15. Rates and Charges.**

The Real Property described in this Agreement shall be subject to all rates and charges established by the District.

**16. Warranty of Authority.**

The Developer and any additional owners represent and warrant that they are the owners of the real property described in this Agreement and have the power and authority to sign and carry out the purposes of this Agreement. The Developer shall also upon request provide a title report and duly authorized and adopted resolution of the Developer's business entity to the District establishing that the parties executing this Agreement are the owners of all the real property to be served by the extension improvements described herein.

**17. Subletting and Subcontracting.**

The Developer is fully responsible for the acts and omissions of its contractors and persons employed, directly or indirectly, by its contractors, as well as the acts and omissions of persons directly or indirectly employed or retained by the Developer.

**18. No Assignment Without District Approval.**

Developer's rights and responsibilities arising out of this Agreement are not assignable or transferable unless District consent is obtained in writing, as conditioned by the District, prior to any proposed assignment. Written documents, an "Assignment and Assumption of the Developer Extension Agreement," as required by the District of any District approved assignment, shall be filed with the District by the Developer at the time of any assignment.

**19. Technical Details and Specifications.**

Refer to "Parts Two: Standard Details" for Detail Standards which are attached hereto and made a part of this Agreement.

ACCEPTANCE OF THIS APPLICATION BY THE DISTRICT CONSTITUTES A CONTRACT WITH THE APPLICANT, THE TERMS OF WHICH ARE EACH PARAGRAPH OF THIS AGREEMENT, THE DISTRICT'S MATERIALS, CONSTRUCTION, AND STANDARD DETAILS SPECIFICATIONS SHEETS, THE EXTENSION IMPROVEMENT PLANS AND DESIGN APPROVED BY THE DISTRICT BOARD OF COMMISSIONERS, AND ALL OTHER APPLICABLE DISTRICT REGULATIONS AND WASHINGTON LAW, INCLUDING CHAPTER 57.22 RCW.

THE DEVELOPER, \_\_\_\_\_

- a  corporation,
- a  partnership,
- a  joint venture,
- a  limited liability company,
- a  sole proprietorship.

**NOTE:**

1. If the Developer is a corporation, this Agreement must be executed by its duly authorized representative and the Developer hereby warrants same. A Corporate Resolution authorizing the representative to sign the Agreement must be provided.
2. If the Developer is a partnership, at least one of the general partners must sign this Agreement and indicate his/her/its capacity as such. A Partnership Resolution authorizing the representative to sign the Agreement must be provided.
3. If the Developer is a limited liability company, this Agreement must be executed by its duly authorized manager. A Resolution of the LLC authorizing the representative to sign the Agreement must be provided.

By \_\_\_\_\_  
(Print/type name)

Its \_\_\_\_\_  
(Print/type office/title)

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 acknowledged it as the \_\_\_\_\_ (title or position) of \_\_\_\_\_ (name of corporation) to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public in and for the State of Washington

My appointment expires: \_\_\_\_\_

THE FOREGOING APPLICATION of \_\_\_\_\_ is accepted

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VALLEY VIEW SEWER DISTRICT

By \_\_\_\_\_  
President of the Board

By \_\_\_\_\_  
Secretary of the Board

**PERFORMANCE BOND**

VALLEY VIEW SEWER DISTRICT  
3460 S. 148<sup>th</sup> St., Suite 100  
Tukwila, Washington 98168

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, authorized to transact business in the state of Washington, as Surety, having its principal office and place of business at \_\_\_\_\_ are held and firmly bound unto Valley View Sewer District, King County, Washington, as Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for which payment we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligation are such that:

WHEREAS, the above named Principal has entered into a certain Developer Extension Agreement with Valley View Sewer District for the installation of sanitary sewer improvements by Extension Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ as is more and fully described in such Extension Agreement;

AND that the extension improvements shall be completed within two (2) years from the date of the signing of the Extension Agreement, unless extended as herein provided,

NOW, THEREFORE, it is understood and agreed that this obligation shall continue in effect until released in writing by VALLEY VIEW SEWER DISTRICT;

AND if the Principal shall well and truly and in good, sufficient, and workmanlike manner, perform or cause to be performed the Extension Agreement, and each and every of the covenants, promises, agreements, and provisions therein stipulated, and in each and every respect comply with the conditions therein contained, then this obligation shall be void and promptly released by Valley View Sewer District, otherwise to remain in full force and effect.

AND the Surety hereby waives notice of any modification of the Extension Agreement or extension of time to complete the extension improvements made by the Obligee.

SIGNED, sealed, and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_ **SURETY:** \_\_\_\_\_  
Mailing address: \_\_\_\_\_ Mailing address: \_\_\_\_\_  
\_\_\_\_\_

**BY:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

Attorney in Fact: \_\_\_\_\_  
(ATTACH POWER OF ATTORNEY)



## **CASH PERFORMANCE AND PLEDGE OF MONIES AGREEMENT**

This Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Valley View Sewer District, a municipal corporation (“District”), and \_\_\_\_\_ (“Developer”) (individually a “Party” and collectively the “Parties”) for the purposes set forth herein.

### **SECTION 1: RECITALS**

- 1.01 The District and the Developer are parties to a Developer Extension Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Extension Agreement”) regarding the construction of certain sewer extension improvements (“Extension Improvements”) for the project known as \_\_\_\_\_ (“Project”) referenced therein.
- 1.02 Pursuant to paragraph G-45 “Performance Guarantee/Maintenance Guarantee” and other provisions of the Extension Agreement, the Developer is required to furnish the District with a performance guarantee of a type and in a form as determined by the District to guarantee the installation of the Extension Improvements and the performance of the Developer’s obligations and duties under the Extension Agreement. Pursuant to such provision, the Developer desires to furnish the District with cash as the required performance guarantee.
- 1.03 The District will accept, hold, and disburse such cash as the performance guarantee as set forth below.
- 1.04 Therefore, the Parties, in consideration of the terms and conditions herein stated, now agree as follows:

### **SECTION 2: CASH PERFORMANCE GUARANTEE**

- 2.01 The Developer shall provide the District cash funds (“Funds”) in the amount of U.S. \_\_\_\_\_ dollars to guarantee the Developer’s installation of the Extension Improvements and completion of the Extension Agreement as referenced in Section 1.02 above.
- 2.02 The District shall hold and deposit the Funds in an interest-bearing deposit account in \_\_\_\_\_ Bank (“Bank”), such account to be in the sole name of the District. District shall have the right to direct the Bank regarding the disposition of the Funds pursuant to this Agreement without the Developer’s consent.
- 2.03 The conditions under which the District will disburse or utilize the Funds for the completion of the Developer’s obligations under the Extension Agreement are such that:
  - (a) If the Extension Improvements are completed by the Developer and given final acceptance by the District within two (2) years of the date of the Extension Agreement, and the Developer fully performs all other duties and obligations set forth in the Extension Contract, the District shall disburse the Funds less charges for District administrative and other costs referenced in this Agreement to the Developer within thirty (30) days of such determination by the District; or

- (b) If the Extension Improvements are not completed by the Developer and given final acceptance by the District within twenty-four (24) months of the date of the Extension Agreement, or the Developer fails to fully perform all other duties and obligations set forth in the Extension Agreement by such date, the District shall have the right to use the Funds to complete the installation of the Extension Improvements to the District's satisfaction and specifications referenced in the Plans and the Extension Agreement and the Bank shall immediately release the Funds to the District for that purpose upon demand by the District; in such event, the District shall return any unused Funds thereon to the Developer within thirty (30) days of completion and acceptance of the Extension Improvements by the District.

### **SECTION 3: PLEDGE AND SECURITY AGREEMENT**

- 3.01 Developer hereby grants to the District, its successors and assigns, a security interest in the Funds pursuant to Chapter 62A.9A RCW, including RCW 62A.9A-312, 313, and 314, and as such statutes may be amended and revised, which Funds will be delivered to the District and placed in the District's possession and control. Developer further grants to the District a security interest in all proceeds of the Funds, whether in the form of profits, dividends, accrued interest, or otherwise.
- 3.02 For purposes of the security interest granted herein, Bank shall be the agent of the District for possession of the Funds such that possession of the Funds by Bank shall be deemed to be possession and control of the Funds by the District.
- 3.03 Developer warrants that, except as provided for herein, Developer has full title to the Funds and the Funds are free and clear of any other security interest, encumbrance, or claim of right, title, or ownership. Developer shall not create or permit the existence of any lien or security interest other than that hereby created in the Funds without the express written consent of the District nor shall Developer assign any interest in the Funds to any other person or entity without the District's written consent, such consent to be in the District's sole discretion.
- 3.04 Developer agrees to repay to the District all sums including, but not limited to, legal fees and costs which the District may expend or incur in conserving or protecting the Funds, or in enforcing its security interest herein, including without limitation such sums as may be charged by Bank or any governmental entity with respect to the Funds. The sums agreed to be paid herein shall be secured by this Agreement.
- 3.05 The District shall have the right to enforce and collect on its security interest in the Funds in accordance with the terms and provisions contained in this Agreement. Enforcement and collection of the District's security interest in the Funds shall be in addition to all other rights and remedies placed by law, equity, or contract to the District to seek reimbursement of additional damages incurred and/or to enforce the provisions of the Extension Agreement and this Agreement, should the Funds be insufficient to discharge the Developer's obligations to the District.

### **SECTION 4: GENERAL PROVISIONS**

- 4.01 This Agreement shall serve as an addendum to the Extension Agreement and shall supersede and amend such Extension Agreement to the extent provided herein.
- 4.02 All time limits set forth herein are of the essence. The Parties agree to perform all obligations under this Agreement with due diligence.

- 4.03 In the event that this Agreement or any obligation secured by it is referred to an attorney to protect or defend the priority of the District's interest in the Funds, or for collection or realization procedures, Developer agrees to pay the District's reasonable attorneys' fees and costs incurred by the District and such fees and costs shall be secured by this Agreement
- 4.04 The District will cause to be performed certain services by its legal counsel, engineers, and District personnel to carry out the foregoing purposes, including but not limited to the preparation and administration of this and any related agreements and documents. The Developer agrees to pay the cost of such services as a condition of the District's agreement herein.
- 4.05 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The State of Washington shall also be the jurisdiction for the Bank for the purposes of this Agreement pursuant to RCW 62A.9A-304(b). Venue for any action arising out of or relating to this Agreement shall lie in King County Superior Court.

VALLEY VIEW SEWER DISTRICT  
 ("District")

\_\_\_\_\_  
 ("Developer")

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_ BANK hereby consents and agrees that it is the agent of VALLEY VIEW SEWER DISTRICT ("District") for purposes of possession by VALLEY VIEW SEWER DISTRICT of the Funds in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which Funds the District has a security interest in pursuant to this Agreement and Chapter 62A.9A RCW.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ BANK ("BANK")

\_\_\_\_\_ Branch

By \_\_\_\_\_

Its \_\_\_\_\_

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 acknowledges that he/she signed this instrument,  
on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_ BANK to be  
the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of Washington

Commission 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 acknowledged it as the  
\_\_\_\_\_ of Valley View Sewer District to be the free and voluntary act  
of such corporation for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of Washington

Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
signed this instrument, on oath stated that he/she was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to  
be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of Washington

Commission Expires: \_\_\_\_\_

## CASH MAINTENANCE AND PLEDGE OF MONIES AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Valley View Sewer District, a municipal corporation (“District”), and \_\_\_\_\_, a \_\_\_\_\_ (“Developer”) (individually a “Party” and collectively the “Parties”) for the purposes set forth herein.

### SECTION 1: RECITALS

- 1.01 The District and the Developer are parties to \_\_\_\_\_ Sewer Developer Extension Agreement, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (“Extension Agreement”), regarding the construction of certain extension improvements (“Extension Improvements”) for the project known as \_\_\_\_\_ (“Project”) referenced therein.
- 1.02 Pursuant to paragraph the Extension Agreement, including sections G-21 and G-45, the Developer is required to furnish the District with a maintenance guarantee to guarantee all workmanship and materials in the Extension Improvements for a period of two (2) years from the date of final acceptance of the Extension Improvements by the District. Pursuant to such provision, the Developer now desires to furnish the District with cash as the required maintenance guarantee.
- 1.03 The District will accept, hold, and disburse such cash bond as set forth below.
- 1.04 Therefore, the Parties, in consideration of the following terms and conditions, now agree as follows:

### SECTION 2: CASH MAINTENANCE BOND

- 2.01 The Developer shall provide the District cash funds (“Funds”) in the amount of U.S. currency, \_\_\_\_\_ to guarantee Developer’s obligations referenced above in paragraph 1.02 to maintain the Extension Improvements.
- 2.02 The District shall hold and deposit such funds in an interest bearing account in the \_\_\_\_\_ (“Bank”) such account to be in the sole name of the District. The District shall have the right to direct the Bank regarding the disposition of the Funds pursuant to this Agreement without the Developer’s consent.
- 2.03 The conditions under which the District will disburse or utilize such funds for the completion of the Developer’s obligations under the Extension Agreement are such that:
  - (a) If the Extension Improvements are free from all defects in materials and workmanship for a period of two (2) years from the District’s acceptance of the Extension Improvements, the District shall disburse the Funds less charges for District administrative and other costs referenced in paragraph 3.04 and 3.05, to the Developer within thirty (30) days of such determination by the District, or:
  - (b) If the Extension Improvements are not free from defects in labor and/or materials for the period of two (2) years from the date of acceptance of the Extension Improvements, and the Developer has failed to remedy to the District’s satisfaction any such defects within fifteen (15) days of notice from the District to correct such defect, the District shall have the right to use the Funds to correct such defect to the District’s satisfaction and specifications referenced in the Extension Agreements; in such event, the District shall return any unused Funds thereon to the Developer within thirty (30) days of the end of the time period referenced in 2.03(a) above.
- 2.04 Forfeiture and the District’s use of the Funds as herein provided shall be in addition to all the rights and remedies granted by law, equity, or contract to the District to seek reimbursement of damages incurred or to enforce the provisions of the Extension Agreement.

### **SECTION 3: PLEDGE AND SECURITY AGREEMENT**

- 3.01 The Developer hereby grants to the District, its successors, and assigns, a security interest in the Funds pursuant to Chapter 62A.9A RCW, including RCW 62A.9A-312, 313, and 314, and as such statutes may be amended and revised, which Funds will be delivered to the District and placed in the District's possession and control. The Developer further grants to the District a security interest in all proceeds of the Funds, whether in the form of profits, dividends, accrued interest or otherwise.
- 3.02 For the purposes of the security interest granted herein, Bank shall be the agent of the District for possession of the Funds such that possession of the Funds by Bank shall be deemed to be possession and control of the Funds by the District.
- 3.03 The Developer warrants that, except as provided for herein, the Developer has full title to the Funds and the Funds are free and clear of any other security interest, encumbrance, or claim of right, title, or ownership. The Developer shall not create or permit the existence of any lien or security interest other than that hereby created in the Funds without the express written consent of the District nor shall the Developer assign any interest in the Funds to any other person or entity without the District's written consent, such consent to be in the District's sole discretion.
- 3.04 The Developer agrees to repay to the District all sums which the District may expend or incur in conserving or protecting the Funds, or in enforcing its security interest herein, including without limitation such sums as may be charged by Bank or any governmental entity with respect to the Funds. The sums agreed to be paid herein shall be secured by this Agreement.
- 3.05 The District shall have the right to enforce and collect on its security interest in the Funds in accordance with the terms and provisions contained in this Agreement. Enforcement and collection of the District's security interest in the Funds shall be in addition to all other rights and remedies placed by law, equity or contract to the District to seek reimbursement of additional damages incurred and/or to enforce the provisions of the Extension Agreement and this Agreement, should the Funds be insufficient to discharge Developer's obligations to the District.

### **SECTION 4: GENERAL PROVISIONS**

- 4.01 This Agreement shall serve as an addendum to the Extension Agreement and shall supersede and amend such Extension Agreement to the extent provided herein.
- 4.02 All time limits set forth herein are of the essence. The Parties agree to perform all obligations under this Agreement with due diligence.
- 4.03 In the event that this Agreement or any obligation secured by it is referred to an attorney to protect or defend the priority of the District's interest in the Funds, or for collection or realization procedures, the Developer agrees to pay the District's reasonable attorneys' fees and costs incurred by the District and such fees and costs shall be secured by this Agreement. In any suit or action between the Parties to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including such fees and costs incurred in any appeal.
- 4.04 The District will cause to be performed certain services by its legal counsel, engineers, and District personnel to carry out the foregoing purposes, including but not limited to the preparation and administration of this and any related agreements and documents. The Developer agrees to pay the cost of such services as a condition of the District's agreement herein.

4.05 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The State of Washington shall also be the jurisdiction for the Bank for the purposes of this Agreement pursuant to RCW 62A.9A-304(b). Venue for any action arising out of or relating to this Agreement shall lie in King County Superior Court.

VALLEY VIEW SEWER DISTRICT  
("District")

\_\_\_\_\_  
("Developer")

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of Washington

Commission Expires: \_\_\_\_\_

\_\_\_\_\_ BANK hereby consents and agrees that it is the agent of VALLEY VIEW SEWER DISTRICT ("District") for purposes of possession by Valley View Sewer District of the Funds in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which Funds the District has a security interest in pursuant to this Agreement and Chapter 62A.9A RCW.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ BANK ("BANK")

\_\_\_\_\_ Branch

By \_\_\_\_\_

Its \_\_\_\_\_

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 acknowledges that he/she signed this instrument,  
on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_ BANK to be  
the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of Washington

Commission 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 acknowledged it as the  
\_\_\_\_\_ of Valley View Sewer District to be the free and voluntary act  
of such corporation for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of Washington

Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed  
this instrument, on oath stated that \_\_\_\_ (he/she) was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be  
the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of Washington

Commission Expires: \_\_\_\_\_



