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## **AGREEMENT**

This agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2006 between Highline Water District, a municipal corporation ("District") and \_\_\_\_\_ ("Developer") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

### **I. RECITALS**

1.1 District owns approximately \_\_\_\_\_ cubic yards of fill dirt ("Dirt") which is presently located at the District's office facility at 23828 30th Avenue South, Kent, Washington. The District has determined that the Dirt has no monetary value and that District will be required to pay to have the Dirt hauled away from the District office property and disposed of.

1.2 Developer is presently developing property located at \_\_\_\_\_ in \_\_\_\_\_, Washington as \_\_\_\_\_ ("Project"), has a need to place fill dirt on the Property for the Project and has obtained a permit from the City of \_\_\_\_\_ to undertake the filling and grading of the Property, a copy of such permit attached hereto as Exhibit A and incorporated herein by this referenced ("Permit").

1.3 Developer is willing to accept the Dirt and to allow the District to dispose of the Dirt on the Property at no charge to the District or the Developer pursuant to the terms and conditions set forth in this Agreement.

1.4 THEREFORE, the Parties in consideration of the terms and conditions set forth herein, agree as follows:

### **II. AGREEMENT**

2.1 On or before the \_\_\_\_ day of \_\_\_\_\_, 2006, District shall place and dispose of the Dirt on the Property at a location designated by the Developer at no charge to the District and at no cost to the Developer. All right, title and ownership in the Dirt shall be transferred and conveyed to Developer from the District at the time of the District's disposal and placement of the Dirt on the Property.

2.2 Developer represents and warrants that Developer owns the property and has the legal authority to enter into this Agreement. Developer authorizes District to place and dispose of the Dirt on the Property and represents and warrants that the placement of the Dirt by the District on the Property in the designated location complies

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with all terms and conditions of the Permit and all other applicable federal, state and local land use, development and environmental rules and regulations relating to the placement of the Dirt on the Property.

2.3 District shall only be required to place and dispose of the Dirt on the Property in the location designated by the Developer and Developer shall be solely responsible for moving, grading, compacting and all other activities associated with the Dirt as required by the Permit and federal, state and local laws, rules and regulations.

2.4 The District's conveyance of the ownership of the Dirt to the Developer shall be "as is" and "where is" without any warranties of fitness or merchantability express or implied.

2.5 Developer shall indemnify, defend and hold the District and its elected officials, employees and agents harmless from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, and judgments including, without limitation, actual attorneys' fees and costs arising out of or in any way relating to the District's placement and disposal of the Dirt on the Property.

2.6 This Agreement contains the entire agreement between the Parties relating to the subject of this Agreement and may only be amended in writing signed by a duly authorized representative of the District and the Developer.

2.7 If any litigation or other proceeding is commenced by either Party to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to, in addition to all other remedies, relief or amounts to which it is otherwise entitled by this Agreement, to recover its reasonable attorneys' fees and costs, including all such costs and fees incurred on appeal.

2.8 This Agreement shall be effective on the date whereby both of the Parties have approved and signed this Agreement.

DEVELOPER:

By:  
Its:  
Dated:

HIGHLINE WATER DISTRICT:

By:  
Its:  
Dated: