

# Highline Water District

## FIRE HYDRANT INSTALLATION AGREEMENT

This Agreement is entered into between Highline Water District, a municipal corporation of the State of Washington, hereinafter referred to as the "District", and

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hereinafter referred to as "Developer".

### RECITALS

1. The District operates and maintains a domestic water supply within its boundaries which can serve the property of Developer; and
2. Developer desires to install a fire hydrant and appurtenances at its own cost to serve Developer's property;
3. The fire hydrant and appurtenances shall be owned and operated by the District; and
4. The Developer has requested the District perform the work necessary to install the fire hydrant and appurtenances in accordance with the terms of this Agreement.

### AGREEMENT

To carry out the purposes of this agreement and in consideration of the benefits to be received by each party it is agreed as follows:

1. **Real Property Description.** The "Property" for which domestic water supply is requested and to which this Agreement applies, is located in King County, Washington, and is legally described as follows:

By executing this Agreement, Developer represents and warrants that Developer is the owner of record of the above-described Property. If such representation of ownership is invalid, this Agreement shall be rescinded. Developer agrees that the District may require Developer to furnish a title report for the Property at Developer's expense.

2. **Developer Extension Deposit.** At the time the Developer executes and delivers this signed Agreement to the District, the Developer shall pay all associated charges as set forth in the District's Code Book and Resolutions, including any amendments thereto. The Developer Extension Deposit presently required for the installation of the fire hydrant is Five Thousand Dollars, (\$5,000.00), per Resolution No. 93-6-2B.
  - 2.1 The Deposit shall be paid to the District, prior to the District's execution of the Agreement, as a deposit against actual expenses incurred by the District in performing its obligations under this Agreement, including, but not limited to, all construction, bacterial testing and sampling.

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- 2.2 The District shall determine, its actual project costs and shall submit to the Developer an invoice for amounts in excess of the Deposit. Payment of all invoiced amounts shall be made within thirty days of the date of invoice. In the event the Deposit exceeds the District's actual expenses, the District shall, at project closing, refund of such unused amounts to the Developer.
- 2.3 The charges incurred by Developer under this Agreement shall be construed as "charges for services" pursuant to [RCW 57.08.081](#) and shall be charges against the Property. In the event of nonperformance by Developer, as stated herein, the charges shall constitute a lien against the Property and the District may foreclose said lien in the manner authorized by law.
3. **Easements.**
- 3.1 The Developer shall grant all Easements across the Property necessary for installation of the fire hydrant and appurtenances in a form acceptable to the District.
- 3.2 In the event an easement is required over property other than the Property described in Paragraph No. 1 herein, the Developer shall provide an easement, in a form acceptable to the District, together with title report or other sufficient proof of ownership of such easement, to the District prior to commencement of work. Developer shall obtain a written release from any property owner across whose property construction is performed pursuant to the grant of an easement, sufficient to indicate that the site restoration on the easement is satisfactory and complete.
4. **Permits** The District shall be responsible for obtaining all necessary permits for the installation of the fire hydrant and appurtenances.
5. **Hold Harmless** The Developer agrees to save and hold the District its personnel and officials harmless from all costs, expenses, losses and damages, including costs of defense, incurred as a result of any acts or omissions of the District's personnel relating to the performance of this Agreement. The District shall not be liable for any claims, liabilities, demands or actions resulting from the failure of the fire hydrant or appurtenances installed by the District unless such failure arises out of the negligent performance of this Agreement by the District.
6. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. The duty of the District to provide services under the provisions of this Agreement is a duty owed to the public generally, and by entering into this Agreement the Fire District does not incur a special duty to the Developer.
7. **Litigation.** In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

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8. **Assignment.** This Agreement shall be binding upon the heirs, assigns, and successors in interest to the Developer.
9. **Governing Law.** The laws of the State of Washington shall govern the interpretation and enforcement of this Agreement.

**HIGHLINE WATER DISTRICT**

**DEVELOPER**

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

By \_\_\_\_\_

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

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

Date: \_\_\_\_\_ 20

Date: \_\_\_\_\_ 20