

**AGREEMENT**  
**for**  
**INSTALLATION OF NEW IRRIGATION DISTRIBUTION SYSTEMS**  
**PLAT COVENANT**

THIS AGREEMENT is executed on \_\_\_\_\_, \_\_\_\_\_ by LAKE CHELAN  
RECLAMATION DISTRICT (herein "DISTRICT") and  
\_\_\_\_\_ (herein "DEVELOPER")

WHEREAS, the DEVELOPER desires to develop certain real property situated in the County of Chelan, State of Washington, particularly described as:

and to install an irrigation distribution system as required by RCW 58.17.310; and,

WHEREAS, the DISTRICT will approve the proposed irrigation facilities for the above-described property upon DEVELOPER'S full compliance with the terms, conditions and covenants of this Agreement,

NOW, THEREFORE, it is mutually agreed as follows:

**1. DEVELOPER TO FURNISH DESCRIPTION:** DEVELOPER shall furnish to the DISTRICT a legal description of the real property that he plans to subdivide into two or more parcels. A copy of the legal description is attached to this Agreement as "Exhibit A".

**2. DEVELOPER TO FURNISH PROPOSED SUBDIVISION:** DEVELOPER shall also furnish to the DISTRICT a copy of his proposed subdivision of the "Exhibit A" real property.

**3. PREPARATION OF WATER PLAN:** Upon receipt of the DEVELOPER'S plans, the DISTRICT shall provide basic information as needed by the DEVELOPER to prepare a water plan. DEVELOPER will be responsible for the cost of preparation of the water plan. The water plan shall include the following:

- a. The location of connection to the DISTRICT'S existing system for the purpose of supplying irrigation water to the proposed subdivision.
- b. The route and location of all main and lateral systems to be installed to serve all parcels in the subdivision together with a ten (10) foot irrigation easement covering said mains and laterals.
- c. The pipe size and pipe quality of such mains and laterals.

d. All fittings, equipment and material to be installed in connection with the mains and laterals in order to transport water from the DISTRICT'S system to the point of utilization.

e. Standards and methods of construction to be used in the installation of the mains and laterals, with fittings, equipment and materials (all herein collectively referred to as the "water system").

f. Any other information which the DISTRICT determines is required by the particular circumstances involved.

**4. CONSTRUCTION OF SYSTEM:** DEVELOPER will construct or cause to be constructed a completed water system, in full conformity with the Water Plan, as prepared by the DEVELOPER prior to DISTRICT approval. The DEVELOPER may make provisions for the construction by cash reserve or performance bond. The DEVELOPER shall then construct a completed water system prior to the sale of any lot in the subdivision or within twenty-four (24) months of the date of the filing of the plat, whichever first occurs.

**5. AS-BUILT DRAWING:** DEVELOPER shall provide an as-built map on reproducible copy showing the actual lengths and fittings with their relation to property lines as used to construct the water system.

**6. DISTRICT'S INSPECTION AND DIRECTION:** The DISTRICT, by its agents and employees, shall have the right to enter upon the DEVELOPER'S property at any time prior to the completion of the construction, installation, inspection and testing of the system to inspect the construction of the water system and/or to direct DEVELOPER, his contractor, agents, or employees to take any action necessary to fully comply with the Water Plan. DEVELOPER shall take, or cause to be taken, any action directed by the DISTRICT and shall construct the water system in full conformity with the water plan.

**7. INSTALLATION OF MAIN TAPS AND GATE VALVES:** All connections to the existing DISTRICT system necessary to serve the water system shall be installed by DISTRICT personnel at the expense of the DEVELOPER, as computed by the DISTRICT. These costs shall be paid by the DEVELOPER to the DISTRICT prior to DISTRICT'S approval of the completed system.

**8. INSPECTION AND TESTING OF COMPLETED SYSTEM:** When the DEVELOPER believes the water system has been completed in full conformity with the Water Plan, he shall notify the DISTRICT. The DISTRICT will inspect the system and shall be present during testing; all tests shall be conducted in the manner specified by the DISTRICT. The cost of inspection shall be \$50.00 and shall be paid prior to approval of the water system by the DISTRICT. Following the inspection and testing, the DISTRICT shall notify the DEVELOPER in writing of its approval of the water system, or of any additions, changes, or modifications required prior to approval.

**9. APPROVAL OF SYSTEM:** Upon inspection and approval of the water system, as constructed, and the deposit of cash or a bond by the DEVELOPER as herein provided, the DISTRICT shall notify the DEVELOPER of its approval of the system constructed by the DEVELOPER.

**10. REPAIRS TO AND REPLACEMENT OF SYSTEM:** After approval of the water system by the DISTRICT, the responsibility for repairs, maintenance and replacement shall be as follows:

a. For the first twelve-(12) months following approval of the water system, the obligation and expense of any repairs, maintenance or replacement which are required by the DISTRICT shall be that of the DEVELOPER. Any repairs, maintenance or replacement shall be done by the DISTRICT at the direction of the DISTRICT manager or his authorized representative. The cost shall be paid by the DEVELOPER, as computed by the DISTRICT. In the event DEVELOPER fails or neglects to pay the cost of repairs, maintenance or replacement during the twelve-(12) month period following approval of the system, the cost may be added to the irrigation assessments of benefiting properties.

b. Twelve (12) months after approval of the water system, the landowners within the subdivision shall be responsible for all repairs, maintenance and replacement. The DISTRICT will not perform any repair, maintenance or replacement work on the water system unless the subdivision is included within a local improvement DISTRICT formed pursuant to RCW 87.03.480-527.

**11. OPERATION BY DISTRICT:** The DISTRICT shall operate and maintain the water system from the original delivery point for the land to the individual lot whenever a local improvement DISTRICT has been formed.

**12. DISTRICT RULES AND REGULATIONS:** The DEVELOPER, his successors and assigns, including subdivision landowners, shall be subject to existing and future By-Laws, Rules, and Regulations of the DISTRICT, as amended, and shall be liable for and pay DISTRICT assessments levied on the lots within the subdivision.

**13. BINDING AGREEMENT:** The terms, conditions and covenants of this Agreement shall extend to and be binding upon the heirs, successors and assigns of the parties to this Agreement.

**14. PLAT COVENANT:**

a. The DEVELOPER, his successors and assigns shall not oppose the formation of a local improvement DISTRICT (herein "L.I.D.") pursuant to RCW 87.03.480-530 for the purpose of operation and maintenance of the irrigation distribution facilities.

b. DEVELOPER grants, conveys and transfers to DISTRICT all its right, title and interest in the "irrigation right-of-ways" required by RCW 58.17.310 and shown on the face of the plat; provided, however, this conveyance shall not be effective except upon entry of an order with the DISTRICT Board of Directors establishing an L.I.D. which includes the above-described property.

**15. ATTORNEY'S FEES, VENUE:** Venue of any suit or proceedings to enforce or construe this Agreement shall be in Chelan County, Washington, and the prevailing party shall be entitled to an award of reasonable attorney fees and costs.

**ADDITIONAL COVENANTS AND TERMS:** (if any)

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

\_\_\_\_\_  
DEVELOPER

\_\_\_\_\_  
DEVELOPER

**LAKE CHELAN RECLAMATION DISTRICT**

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

3/8/06

**ACKNOWLEDGMENT OF INDIVIDUAL**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that on this \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_ personally known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_ executed, signed and sealed the same as \_\_\_\_ free and a voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for  
the State of Washington  
Residing at \_\_\_\_\_  
My commission expires:

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF CHELAN )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the President and the Secretary of the LAKE CHELAN RECLAMATION DISTRICT, the Corporation which executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

Witness my hand and seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for  
the State of Washington.  
Residing at \_\_\_\_\_  
My commission expires: