

6. Design. The design and location of the Septic Tank Facilities shall be subject to the District's review and approval and shall comply with District's specifications. The Septic Tank and connecting line from Owner's residence thereto shall:

(1) remain the property of Owner; and (2) be maintained and kept in good repair by Owner.

7. Installation. Unless the District agrees otherwise, Owner shall install the Septic Tank Facilities. District will inspect the assembly of the Septic Tank Facilities in accordance with District's specifications and at the location set forth on a drawing showing the location of the buildings and Septic Tank Facilities which shall be attached to this application at the time of acceptance hereof. The District will make the connection of the Septic Tank Facilities to the District's sewer main. If the District consents to perform the installation, then the cost to the owner shall be District's cost plus 15%.

8. Access Easement. Owner shall grant to District an easement for access to the Septic Tank Facility on the property pursuant to the form of easement provided by District, which shall be filed of record with the San Juan County Auditor.

9. Charges. Owner shall pay the following amounts as a condition to the granting of this application and approval of installation of the above-described Septic Tank Facility:

- (a) **General Facility Charges :** A general facilities charge in the amount of \$ _____ for each single family residential service or equivalent based on peak use as estimated by the District, over and above the number of services for which the connection charge factor was charged as shown on said Final Assessment roll, if applicable the District may adjust its estimate of peak use if actual use exceeds the estimate, in which case additional Facility Charges shall be due and payable in accordance with the District's Rate Schedule.
- (b) **Permit Fee.** A Permit Fee of \$ _____ to cover administrative costs and costs of inspecting the physical connection of the Septic Tank Facility, installed by Owner as above described, to the District sewer system;
- (c) **Cost of Equipment and Installation.** (If Applicable) The cost of equipment or installation of the Septic Tank Facilities, plus a 15 percent administrative charge.
- (d) **Charge in Lieu of Assessment.** If the Property is outside the boundaries of ULID No. 1, Owner shall pay as a connection charge in lieu of assessment, the general facility charge, per residential equivalent, in the amount set forth in the District's Rate Schedule for properties outside the ULID boundaries.

10. Maintenance and Pumping. The Septic Tank Facility shall remain the property of the Owner and is subject to inspection by District personnel as required from time to time. Neither Owner or any other party shall tamper with or do any work of any kind on or in connection with the Septic Tank Facility without the prior specific approval of the District Superintendent. District shall provide pumping of the Septic Tank Facility in accordance with its policies. Owner shall pay for the cost of septage pumping and disposal when a restaurant is located on the property and/or is found to be in overuse of Septic Tank Facilities.

11. District Performed Repairs and Maintenance. If necessary to protect District facilities or operations or to protect the public health, District may perform maintenance, repairs or replacements on the Septic Tank Facilities if Owner fails or refuses to do so, all at the cost of Owner.

12. Compliance with Regulations. Owner agrees to not damage, disturb or in any manner interfere with the Septic Tank Facility in any way. Owner agrees to comply with all District regulations in respect to the maintenance, care and operation of the Septic Tank Facility and shall not permit any drains to be connected thereto, nor permit any deleterious or foreign substances, or sewage from any other property, except to the extent permitted by District, to enter the Septic Tank Facility in any manner whatsoever. Owner further agrees to otherwise comply with all regulations of the District and any amendments thereto hereafter make and all other regulations as may hereafter be adopted by Resolution of the Board of Commissioners relating to the use of the District sewer system by Owner. Owner shall be responsible for the cost of all maintenance and repairs resulting from the acts or neglect of Owner and its invitees or other parties permitted by Owner to enter upon and /or occupy the Property.

13. Service Charges. Upon connection of the Septic Tank Facility to the District sewer system, Owner agrees to pay the monthly sewer service charges fixed by the District from time to time and shall comply with all regulations of the District in respect to payment of such charges. Such charges will commence as of the first day of the month in which the Septic Tank Facility is connected to the District sewer system on or prior to the 15th day of the month, otherwise such charge shall commence on the first day of the following month. Sewer service charges shall be billed to the Owner or his agent and shall be a lien upon the property served.

14. Upgrading of Septic Tank Facility. In the event that the Septic Tank Facility becomes inadequate to provide necessary treatment or settlement of solids, or becomes otherwise inadequate in the judgment of the District, then Owner, at its expense, shall be solely responsible for bearing the cost of all necessary and reasonable upgrades, or installation of new, larger or additional Septic Tank Facilities.

15. Hold Harmless / Indemnity. Owner hereby agrees that District shall be held harmless from, and not be held liable for any damage arising or resulting from operation of the Septic Tank Facility except as may be caused by the specific act or neglect of District, its agents and employees. District shall not be liable for damages which Owner or any other party may suffer by reason of interruption of sewer service or failure of the Septic Tank Facility to operate by reason of accident, acts of third parties, or any other cause beyond the control of District. Owner hereby agrees to indemnify and defend District from any and all claims, obligations, judgments fines, penalties and/or assessments of third parties, including governments or governmental agencies, arising out of Owner's breach of any term hereof.

16. Lien Status. Owner agrees that all charges due hereunder, including but not limited to all amounts incurred by District in installing the original or upgraded/enlarged Septic Tank Facility are "sewer connection charges" within the meaning of RCW 57.08.081 and District shall have a lien therefore upon the Property upon the filing of a Certificate of Delinquency. Such lien shall be senior to all liens and encumbrances except the lien for general taxes. Upon Owner's failure to pay the same when due, such lien may be foreclosed in the manner set forth in the aforementioned statutes.

15. **Approval.** This Application must be approved by Resolution of the Board of Commissioners of Eastsound Sewer and Water District.

Dated this _____ day of _____, _____.

APPLICANT/PROPERTY OWNER:

(Type or Print Name)

Signature of Property Owner

16. Application and Permit approved this _____ day of _____, _____. This Permit may be revoked if, in the sole discretion of the District, property owner does not exercise diligence in connecting the property to the District's sewer system.

**EASTSOUND SEWER & WATER DISTRICT
OF SAN JUAN COUNTY, WASHINGTON**

By: _____
(Authorized Signature)