



Phone: 252-0539

1540 Popelka Drive
Billings, MT 59105

WATER MAIN EXTENSION AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the COUNTY WATER DISTRICT OF BILLINGS HEIGHTS, with mailing address at 1540 Popelka Drive, Billings, Montana 59105 (the "District"), and _____, whose address is _____ (the "Owner").

RECITALS:

- A. The District is a county water district incorporated and existing under Montana law, which provides water service to its customers in Yellowstone County, Montana.
- B. The Owner is the fee simple owner of that real property located within the District in Yellowstone County, Montana which is described on the attached Exhibit A (the "Property").
- C. No District water main currently extends to the Property, and the Owner desires to enter into this Agreement in order to extend the District's water main to the Property, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, IT IS HEREBY AGREED:

1. **Extension of Water Main.** In order to extend water service to the Property, the Owner agrees to construct and install a water main extension from the District's existing water main, at a point designated by the District, to the Property, at a location designated by or acceptable to the District. The water main extension shall be constructed at the sole cost, expense, and liability of the Owner, and the Owner shall provide all equipment, labor, engineering, plans, drawings, materials and other things needed for the construction and installation of the water main extension. The water main extension shall be planned and constructed in accordance with the plans and specifications required by or acceptable to the District, and pursuant to all applicable regulations and requirements of the State of Montana, including but not limited to the Montana Department of Environmental Quality ("DEQ") and any other applicable regulatory authority. The final decision on the diameter of the pipe to be used shall be made solely by the District as set forth in attached Exhibit B. All plans, drawings and specifications for the proposed water main extension shall be submitted to the District, to

the DEQ, and to any other applicable regulatory authority (collectively, the "Reviewing Parties") for their review and approval. Said plans, drawings and specifications shall first be submitted to the District for approval prior to submitting the same to the DEQ. No construction of the water main extension shall be commenced unless and until the Owner has received the written approval of the plans, drawings and specifications for the proposed water main extension from the Reviewing Parties. The Owner shall utilize a general contractor for the construction and installation of the water main extension which is acceptable to the District.

2. **Construction.** When the conditions and requirements of paragraph 1 have been met, the Owner may commence construction of the water main extension, which shall be constructed in accordance with the approved plans, drawings and specifications. Once construction is commenced, the Owner and the Owner's general contractor shall diligently pursue construction until the water main extension is completed. The Owner shall construct service stubs from the water main extension to the property line of each portion of the Property to be served by the water main extension. The water main extension shall be constructed within public right of way or, with the District's approval, within private right of way granted to the District by the owners of those properties crossed by the water main extension. The right of way shall be in such form as is reasonably acceptable to the District. Upon completion of construction, the water main extension shall be inspected by the Reviewing Parties, and shall not be connected to the District's water service facilities unless and until the Reviewing Parties have provided written approval of the water main extension as constructed.

3. **Warranty.** The Owner's general contractor shall provide the District with a one-year warranty of materials and workmanship for the water main extension, which shall be generally in the form of that attached hereto as Exhibit C. For a period of one (1) year following completion of construction of the water main extension and its connection to the District's water distribution facilities, the Owner and the Owner's general contractor shall, at their expense, correct, repair, and resolve any defects or problems relating to the design, planning, or operation of the water main extension.

4. **Ownership of Extension.** Upon connection of the water main extension to the District's water distribution facilities, the water main extension shall become and be the property of the District, without any ownership interests, claims, liens, encumbrances, or other rights of the Owner, the Owner's general contractor, or any other party. The District shall have the right to use and operate the water main extension in connection with its business operations, and to treat the water main extension as its sole property, without further act or document from the Owner.

5. **Indemnification.** During the construction of the water main extension and for a period of one year following completion of construction, the Owner shall indemnify and hold the District harmless from: (a) any and all liabilities, claims, demands, losses, injuries, property damage, damages, and other costs and expenses, including but not limited to reasonable attorney fees, arising from or related to the design, planning,

installation and construction of the water main extension, and all matters related thereto, and (b) any claims, liens, encumbrances or rights of other parties in and to the water main extension.

6. **Fees and Charges.** After the water main extension has been placed in service, the District may make such charges as it prescribes from time to time for connection of portions of the Property to the water main extension and for the provision of water service through the water main extension. All water service lines and other water facilities extending from the service stub off the water main extension shall be installed at the sole expense of the owner of the property served, who shall provide all equipment, labor, materials, engineering, plans, and other things needed for the installation of such water service lines and other facilities. All repair and maintenance of such water service lines and other facilities shall be the sole duty and expense of the owner of the property served.

7. **Water Service.** No water service will be provided to the Property, or any portion thereof, until Owner has fully complied with all the provisions of this Agreement, including but not limited to payment of all sums due hereunder.

8. **Binding Covenants.** All agreements of the Owner shall be covenants running with the Property.

9. **Water Meters.** The District shall provide and install at its expense one water meter per each service connection for use in connection with the provision of water service to the Property. Any additional water meter(s) shall be the sole cost and responsibility of the Owner. Owner and Owner's successors and assigns agree to provide the District access to the Property for the installation, monitoring, repair, replacement, and reading of such water meters.

10. **Attorney Fees.** If either party defaults in its performance hereunder, and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney fees, reasonably incurred at any time by the other party because of the default.

11. **Notice.** Any notice given hereunder shall be in writing and either be served upon a party personally or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party set forth on the first page of this Agreement. A party wishing to change its designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete two days after deposit in the United States mail, postage prepaid, properly addressed.

12. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties concerning the water main extension, and supersedes any and all prior negotiations and understandings. This Agreement shall not be modified, amended or changed in any respect except by written document signed by all parties hereto.

13. Interpretation. This Agreement has been made and entered into in the State of Montana and shall be governed by the laws of the State of Montana. If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall nonetheless be effective.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties.

15. Recording. This Agreement shall be recorded in the real estate records in the office of the Clerk and Recorder of Yellowstone County, Montana.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

COUNTY WATER DISTRICT OF
BILLINGS HEIGHTS

By: _____

Its: _____

“District”

“Owner”

STATE OF MONTANA)

: ss.

County of Yellowstone)

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ of COUNTY WATER DISTRICT OF BILLINGS HEIGHTS.

Print Name: _____

Notary Public for the State of Montana

Residing at _____, Montana

My Commission expires _____, 20__

[SEAL]

STATE OF MONTANA)

: ss.

County of Yellowstone)

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____

Print Name: _____

Notary Public for the State of Montana

Residing at _____, Montana

My Commission expires _____, 20__

[SEAL]