

The undersigned applicants agree that, if the request for utility service is granted, the following terms and conditions shall govern the relationship between the City of McCleary and the Applicants, their heirs, successors, and assigns:

A. The Applicants and their heirs, successors, and assigns, shall comply fully with all Ordinances and Resolutions of the City, both existing and hereafter adopted or amended, pertaining to the City's utility systems.

B. To pay any and all rates and charges before delinquency as the same may be fixed from time-to-time.

C. Until and unless specifically otherwise authorized by the City in writing, to utilize the utility services only for the provision of service to a single family residence with appurtenant uses.

D. In the event the City, in its sole discretion, furnishes utility service to the land described above, if currently outside of the McCleary city limits, then in consideration and as a condition of such furnishing of utility service, the undersigned, and each of them for himself, herself, or themselves, and for their successors in interest, commit and covenant to the City and to the present and future owners of any property affected by the furnishing of City utility services to which this covenant relates, that they shall:

1) Pay such connection fees and capacity charges as may be required by the City as of the date that the connection is made.

2) Whenever so requested, sign any letter, notice, petition, or other instrument initiating, furthering, or accomplishing the annexation of the land described herein to the City. They recognize that such annexation would normally involve the assumption by the area to be annexed of its pro rata portion of any existing indebtedness, the application to the area to be annexed of the City's comprehensive plan and land use controls, and such other conditions as the City may from time-to-time lawfully impose.

a. The Applicants further agree that this covenant shall be binding upon the Applicants, their heirs, successors, and assigns, and shall run with the land.

b. The Applicants further agree that, in the event upon request, they or their heirs, successors, or assigns, fail to execute the Petition for Annexation which may be requested by the City, then this Application for utility service may be attached to such petition by and as the equivalent of the Applicants' signature in support of such Petition for Annexation.

c. The Applicants further understand and agree that, in the event there is non-compliance with the provisions of this covenant by the Applicants, their heirs, successors, or assigns, or as a result of an order of any court having jurisdiction in such matter at the time that such Petition for Annexation is submitted to the City Council or at any time prior to the completion of the annexation, then in the sole discretion of the City, utility service then being provided by the City shall be subject to termination by the City in recognition that, but for the covenant contained within this paragraph, the City would not have provided or be providing the utility service anticipated upon approval of this agreement.

d. The Applicants acknowledge that the City has given the Applicants notification of its intent at a time in the future to consider annexation of the subject property.

I/we have read the foregoing application, know the contents thereof, and believe that factual statements contained therein and provided by us to be true, and do sign this Application on this the day of _____ in the year of _____.

Applicant _____

STATE OF WASHINGTON)

GRAYS HARBOR COUNTY)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument and acknowledged it to be of his, her, their voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, in the year of _____.

Utility Charges :

- Electric -
 1. Application Fee (Amount will be deducted from the total work order amount if the service is installed).
 2. Work Order - This is the amount to be paid by the applicant for the Light & Power Department to install the service.
 3. There is no fee to connection to the power system.

- Water -
 1. Application Fee (Amount will be deducted from the total work order amount if the service is installed).
 2. Work Order - This is the amount to be paid by the applicant for the Water Department to install the service from the Main to the Meter. (Res 580)
 3. Water Connection Fee per current fee schedule. Must be paid within 30 days of permit issuance.
 4. Meter Set Fee per current fee schedule.

- Sewer -
 1. No Application Fee
 2. Work Order - No work order is required as the work must be performed by the applicant and approved by the Public Works Department.
 3. Sewer Connection Fee per current fee schedule. Must be paid within 30 days of permit issuance.
 4. Excavation Permit per current fee schedule if connection is not at property line and work must be performed in the City's Right of Way.

- Storm -
 1. No Application Fee
 2. Work Order - No work order is required as the work must be performed by the applicant and approved by the Public Works Department.
 3. Storm Connection Fee per current fee schedule. Must be paid within 30 days of permit issuance.

Note: Utility charges will begin at the following times:

Temporary Electricity: As soon as the temporary electric meter is installed on the temporary pole.

Permanent Electricity: As soon as the permanent electric meter is installed on the structure.

Water: As soon as the water meter is installed.

Sewer: As of the date the Certificate of Occupancy is issued by the Building Department.

Stormwater: As of the date the Certificate of Occupancy is issued by the Building Department.