

## AGREEMENT TO CONSTRUCT WATER SYSTEM

Comes Now Byron and Cheri Brown, husband and wife, (hereinafter "Brown"), Penny Holbrook, a single woman, ("Holbrook"), Pattison Water Company, Inc., a Washington corporation ("Pattison") and G.C. Casebolt Company, a Washington corporation (hereinafter "Casebolt"), and enter into this agreement to construct a water system extension in Thurston County, Washington (hereinafter "Water Extension") this \_\_\_\_\_ day of May, 2015 (the "Agreement"). Brown and Holbrook may be referred to herein as "Customer."

### RECITALS

- A. Customer desires to have a water system extension constructed to serve the residential lots of Brown and Holbrook in Thurston County, Washington.
- B. Casebolt is in the business of constructing water system extensions and desires to construct the Water Extension for Customer.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

### AGREEMENT

1. Project Description. In consideration for the payment of the price as set forth herein, Casebolt shall install the Water Extension which will include a three inch PVC waterline of approximately 1200 feet and a two inch PVC waterline of approximately 700 feet beginning at Spurgeon Creek Rd. SE and 83<sup>rd</sup> Ave. SE and ending at the northwest corner of the property of Holbrook. The project will include a meter setter and taps for two services and a blow-off near the meters. Construction shall be pursuant to Pattison's (the water purveyor) specifications, pursuant to project plans prepared by a registered professional engineer and

- approved by the Washington Department of Health, if needed, and any other pertinent governmental agency whose prior approval is required. All costs, fees, and permits shall be paid by Casebolt.
2. Price. Brown and Holbrook shall each pay Casebolt the sum of Four Thousand Seven Hundred Thirty Five and 00/100ths Dollars (\$4,735.00) plus sales tax of Three Hundred Seventy Four and 07/100ths Dollars (\$374.07) for a total of Five Thousand One Hundred Nine and 07/100ths Dollars (\$5,109.07) each with payment due on the date the Water Extension is approved. See paragraph 5. In addition, Pattison shall pay to Casebolt the sum of Two Thousand Two Hundred Eighty and 00/100ths Dollars (\$2,280.00).
  3. Contingencies. This Agreement is contingent upon approval by all appropriate governmental agencies, including, but not limited to the Washington Department of Health.
  4. Interest. Any sums not paid within ten (10) days of when due shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by law, whichever is less, prorated to date of payment.
  5. Approval. Approval by Customer shall be deemed to occur upon certification of the work done, said certification of completion is to be provided by the engineer overseeing the project.
  6. Project Construction. Construction shall commence, weather permitting, within ten (10) days of the date that all required approvals have been obtained.
  7. Amendment. No modification, amendment, addition to or termination of this Agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all parties.
  8. Attorney Fees. In the event of litigation to enforce this Agreement or any provision thereof, the substantially prevailing party, in addition to other relief awarded, shall be entitled to recover their reasonable attorney fees, including fees on appeal, if any.
  9. Binding Effect. This Agreement shall bind the parties and their respective heirs, executors and administrators. Any provision of this Agreement which is prohibited by law or is unenforceable shall be inoperative to such extent and all of the remaining provision shall continue in effect.
  10. Construction. This Agreement:

- a. Contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations or understandings, whether written or oral, between parties hereto relating to subject matter.
  - b. Shall be governed by and construed in accordance with the laws of the State of Washington.
  - c. Contains captions, which are used for convenience only and shall not be considered in the interpretation of this Agreement.
  - d. May be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.
11. Default. If either party defaults hereunder, the other may seek specific performance under the terms of this Agreement, damages or rescission.
  12. Venue. In the event of a dispute, exclusive venue shall lie in Thurston County, Washington.
  13. Independent Counsel. The parties acknowledge that they have been advised to seek representation in the negotiations for and in the preparation of this Agreement, by independent counsel of their choice and that they have read this Agreement, have had its contents fully explained to them by such counsel, and are fully aware of the contents and of its legal effect.
  14. Interpretation of Fair Construction of Contract. This Agreement has been reviewed and approved by each of the parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against either party.
  15. Non-Waiver. It is agreed that the failure of either party to this Agreement at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or such party's right to thereafter enforce each and every provision hereof.
  16. Force Majeure. Neither Customer nor Casebolt shall be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, including but not limited to weather, governmental action, unexpected difficulties in construction, labor disputes or unrests, accidents or injuries, or other cause.

17. Affiliated Relationships. Casebolt is an affiliate of Pattison. Customer can choose any contractor who is licensed, bonded and experienced in constructing water mains to construct the project so long as that contractor builds to Pattison's standard specifications. Customer has chosen to contract with Casebolt for this Water Extension.

This Agreement is entered into the date first set forth above.

**G.C. CASEBOLT COMPANY**

**Brown and Holbrook**

By: \_\_\_\_\_  
James S. Casebolt  
Its: President

\_\_\_\_\_  
Bryon Brown

\_\_\_\_\_  
Cheri Brown

**Pattison Water Company, Inc.**

By: \_\_\_\_\_  
James S. Casebolt  
Its: President

\_\_\_\_\_  
Penny Holbrook

STATE OF WASHINGTON )

County of Thurston ) : SS.

On this day personally appeared before me James S. Casebolt to me known to be the President of G.C. Casebolt Company and Pattison Water Company, Inc., the corporations described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporations, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporations.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, My commission expires:\_\_\_\_\_

STATE OF WASHINGTON )

County of Thurston ) : SS.

On this day personally appeared before me Byron Brown, Cheri Brown and Penny Holbrook to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC in and for the State of Washington, My commission expires:\_\_\_\_\_