

After Recording Return to:
James S. Casebolt
Pattison Water Company, Inc.
5626 Kagy Road SE
Olympia, WA 98513

AGREEMENT RELATED TO WATER SYSTEM

COMES NOW Byron and Cheri Brown, husband and wife, (hereinafter "Brown"), Penny Holbrook, a single woman, (hereinafter "Holbrook") and Pattison Water Company, Inc., a Washington corporation (hereinafter "Pattison"), and enter into this agreement (the "Agreement") related to that certain water system project in Thurston County to extend service to property owned by Brown and adjoining property owned by Holbrook (the "Project") this _____ day of December, 2014. Brown and Holbrook shall be referred to herein from time to time as "Customer."

RECITALS

- A. Brown and Holbrook desire to receive water service from Pattison to serve their respective properties.
- B. Pattison owns and operates water systems within Thurston County, Washington and is willing to provide service to Customer.
- C. Brown and Holbrook need to have a water extension constructed to serve their respective locations and will construct such water extension according to Pattison's standards.

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

AGREEMENT

1. Construction of Water System. Customer agrees to have the Project constructed according to Pattison's standard specifications. The Project is a three inch PVC waterline approximately 1,200 feet and a two inch PVC waterline approximately 700 feet total, to be built starting at Spurgeon Creek Rd. SE and 83rd Ave. SE and ending at the north west corner of the property of Holbrook, including a meter setter and taps for

- two services. If required, all plans will be approved by the Washington State Department of Health, Division of Drinking Water and Thurston County. Customer will be responsible for paying for and obtaining all permits, fees, design plans and contracts, layout, supervision, construction, and final completion.
2. Conveyance and Acceptance. Customer shall convey the Project to Pattison by bill of sale. Pattison shall have no duty to accept the Project prior to completion of construction and final inspection. Acceptance shall be the date Pattison delivers a written notice of acceptance to Customer.
 3. Operation. From the date of acceptance of the Project, Pattison shall, subject to approval by the Washington Utilities and Transportation Commission, maintain and operate the Project.
 4. Connection. Nothing in this Agreement entitles Brown or Holbrook or either's successors or assigns to connect to Pattison's water system, including the Project, except in accordance with the terms, conditions and charges in Pattison's tariff filed with the Washington Utilities and Transportation Commission. Brown and Holbrook each covenants and agrees that each will pay a facilities charge of \$1,200.00 per lot, plus Pattison's hook-up fee, which is currently \$656.00. This covenant and agreement is binding upon all successors in interest and assigns of each of Brown and Holbrook. A copy of this Agreement shall be recorded with the Thurston County Auditor after it is approved by the Washington Utilities and Transportation Commission and before construction of the Project begins.
 5. Latecomers Fee. Pattison shall apply a latecomers fee to the Parcel-1 that has road frontage on Spurgeon Creek Rd. SE that could benefit from the Project if the owner of that parcel connects to Pattison within five (5) years of the date of this Agreement. The latecomers fee shall be one-third of the cost of the Project. In addition to this amount, Pattison will assess an administrative fee of one hundred dollars (\$100.00).
 6. Landscape Trees. Customer agrees that they, their successor's and assigns will plant no trees or shrubs closer than ten feet (10') from any water company fire hydrant, water meter, or blow-off assembly so as to prevent future damage from tree roots.
 7. Disclaimer. Pattison does not warrant delivery of any specific quantity of water, and Pattison's standard specifications are designed to produce only the minimum state standards in effect at the time of this Agreement. Customer is relying on Customer's own knowledge to determine the adequacy of the Project to meet Customer's needs.

8. Contingencies to Closing. This Agreement is subject to approval of the Washington Utilities and Transportation Commission.
9. Warranties of Customer. Brown and Holbrook each warrants and represents that they are authorized to do business in the State of Washington, that entering into this Agreement will not place them in default or in violation of any other agreement or deed or security interest. These warranties shall survive closing.
10. Warranties of Pattison. Pattison warrants that it is a corporation authorized to do business in the State of Washington, and that this Agreement has been approved by an appropriate corporate resolution. These warranties shall survive closing.
11. 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.
12. 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.
13. 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.
14. 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, 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.
 - e. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender or number appropriate in the context.
14. Default. If either party defaults hereunder, the other may seek specific performance under the terms of this Agreement, damages or rescission.

15. Venue. In the event of a dispute, exclusive venue shall lie in Thurston County, Washington.
16. 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.
17. 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.
18. Notices. Any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered upon deposit in the United States Mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified as follows:

Pattison: Pattison Water Company, Inc.
 Attention: Jim Casebolt
 5626 Kagy St SE
 Olympia, WA 98513

Brown: Byron and Cheri Brown
 5109 Chambers Creek Loop SE
 Olympia, WA 98501

Holbrook: Penny Holbrook

19. 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.

20. Force Majeure. Neither party 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, that is beyond the control of the party.
21. Regulatory Approval. Pattison's acceptance of the Project is subject to approval by the Washington Utilities and Transportation Commission which requires this Agreement to have been filed with it at least thirty (30) days prior to transfer of the Project (effective date of Agreement). Customer further understands Washington Utilities and Transportation Commission approval is not automatic, and Pattison has not guaranteed or warranted such approval.

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

Brown and Holbrook

Pattison Water Company, Inc.

Byron Brown

By: _____
James S. Casebolt

Cheri Brown

Its: President

Penny Holbrook

STATE OF WASHINGTON)

County of Thurston) : SS.

On this day personally appeared before me Byron and 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:_____

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 Pattison Water Company, Inc., the corporation 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 corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

GIVEN under my hand and official seal this _____ day of _____

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