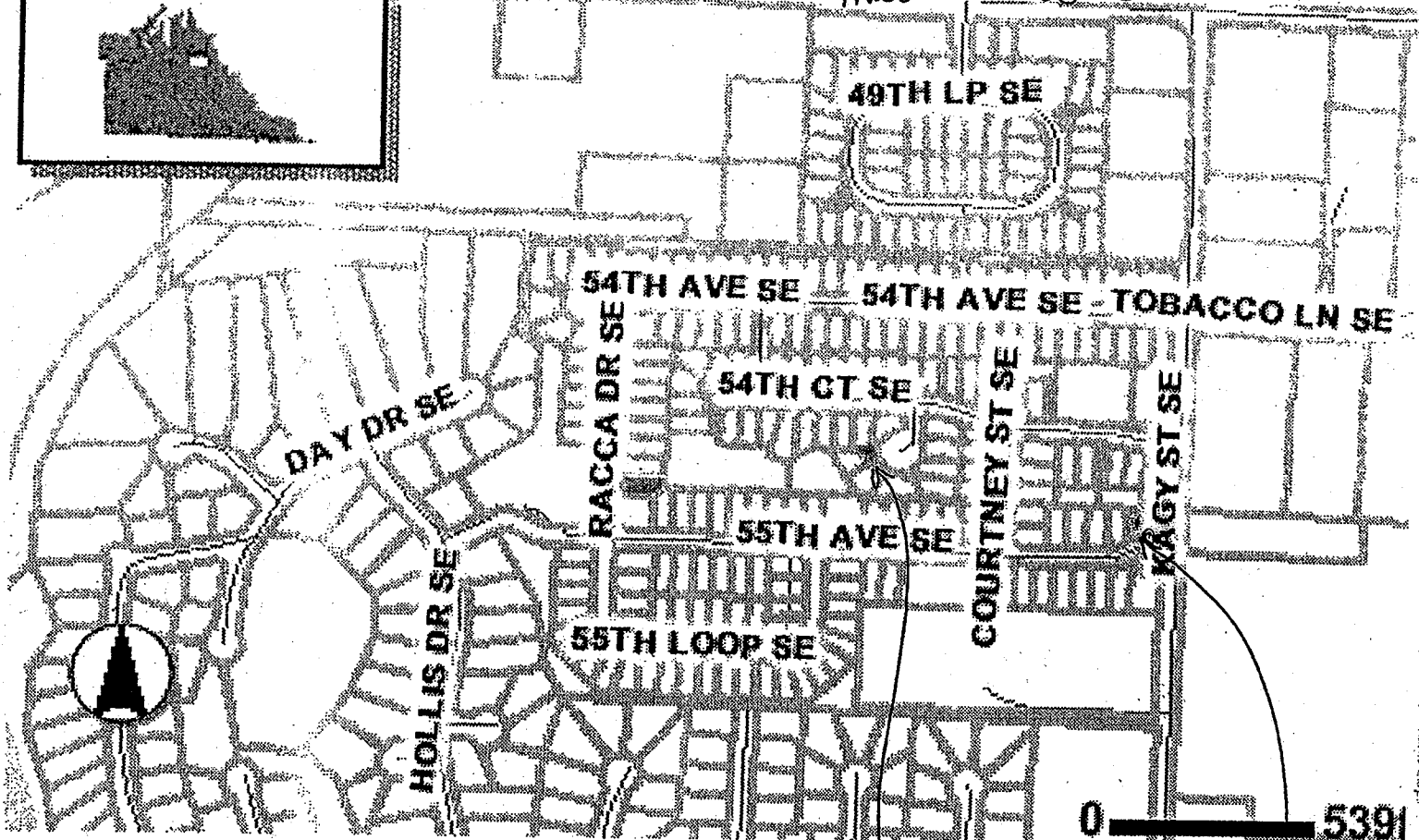
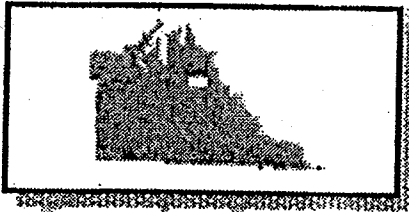
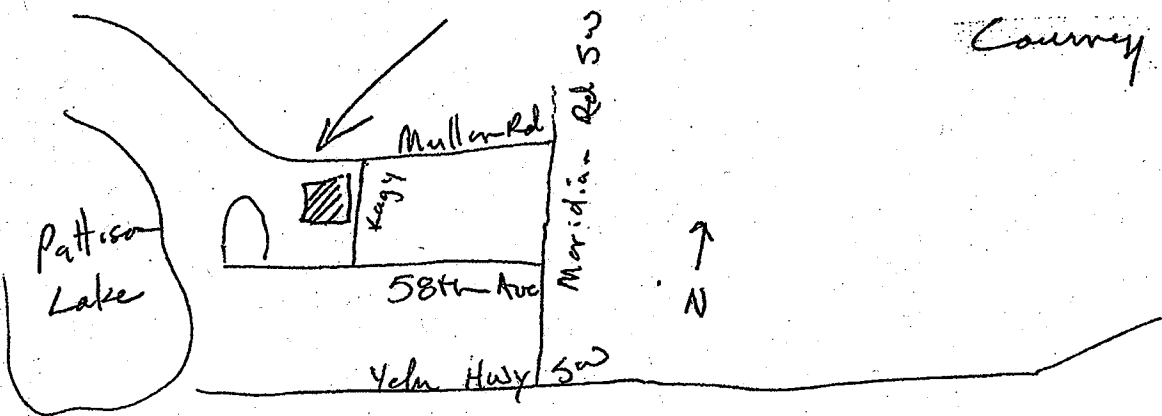


Mullen Rd SE



Madrona Meter

Courney Place Meter



Vicinity Map

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

AGREEMENT FOR NONSTANDARD CONNECTION

THIS AGREEMENT is entered into by and between Pattison Water Company, Inc., a Washington corporation (hereinafter referred to as "Pattison"), and City of Lacey, a Municipality (hereinafter referred to as "Lacey"), this 27 day of January, ~~2008~~ 2009.

RECITALS

- A. Lacey has a sewer system in Thurston County that on occasion needs water from Pattison to clean out the tanks.
- B. Pattison owns and operates water systems within Thurston County, Washington.
- C. Lacey desires to connect to Pattison's water system and Pattison wishes to provide service to Lacey, subject to the terms and conditions of this Agreement.
- D. The terms of this Agreement, including the conveyance of the "Project" to Pattison, are customary.

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

AGREEMENT

1. Connection. Lacey shall connect to Pattison's water system through one - one and one half inch meter (herein referred to as the "Project") to be installed near the intersection of 55th Ave SE and Kagy St SE in the Courtney Place subdivision on Pattison's water mains on property managed by Lacey.
2. Construction and Conveyance. Lacey shall construct and install the Project to standards as approved by Pattison.

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. Payment. Lacey covenants and agrees to pay Pattison the amount of One Hundred Dollars (\$100.00.) for review, overhead, inspection of the project and installation of the meter. There will be no charge to Lacey for the cost of the meter. The facilities charge amount of One Thousand Two Hundred Dollars (\$1,200.00) is the equivalent charge of one ERU for a standard 5/8 by 3/4 inch meter. Lacey has requested that One, one and one-half inch meter be installed to serve their Project. Due to the anticipated low volume of water to be used by these services, Pattison will assess 1/2 equivalent residential unit (ERU) per service for each connection. At the current rate of Pattison's facilities charge of \$1,200.00 per ERU, the facilities charge for the meter will total, Six Hundred Dollars (\$600.00) to Lacey.

There will be no hook-up charge since Lacey will be performing all aspects of the installation including excavation, tapping the ductile main near the fire hydrant, installing a 1 1/2" meter setter, supplying a meter box and all piping from saddle to their hydrant. A reduced pressure backflow assembly will be installed and tested upon installation (and annually thereafter) at Lacey's expense.

The total amount due from Lacey to Pattison of Seven Hundred Dollars and 00/100 (\$700.00) shall be paid by Lacey within five (5) business days of the date this Agreement is approved by the Washington State Utilities and Transportation Commission.

Bills will be sent annually to Lacey, and will be billed at the end of each year. Billing will commence from the date this agreement is signed, in the amount of \$16.35 per month, per metered service. Metered usage will be billed at the rate of \$1.00 per 100cf, or portion thereof. The rates that Pattison charges for water under this agreement will be reviewed on a biennial basis in January of odd years by Pattison and the Washington Utilities and Transportation Commission.

Connection. This Agreement entitles Lacey or Lacey's successors or assigns to connect to Pattison's water system, including the Project, in accordance with the terms, conditions, and charges in Pattison's tariff filed with the Washington Utilities and Transportation Commission.

5. 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. Lacey is relying on Lacey's own knowledge to determine the adequacy of the Project to meet Lacey's needs.
6. Contingencies to Closing. This Agreement is subject to approval of the Washington Utilities and Transportation Commission.
7. Warranties of Lacey. Lacey warrants and represents that they are authorized to do business in the State of Washington, has the authority to enter into this Agreement, and 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.
8. 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.
9. 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.
10. 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.
11. Binding Effect. This Agreement shall bind the parties and their respective successors. 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.
12. 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 Road SE
 Olympia, WA 98513

Lacey: City of Lacey
 P O Box 3400
 Lacey, WA 98509-3400

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.

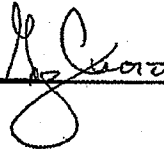
20. Force Majeure. Neither party shall be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, including but not limited to weather, governmental action, unexpected difficulties in construction, labor disputes or unrests, accidents or injuries, or other cause, 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 the Agreement taking effect (effective date of Agreement). Approval can occur by the passage of time. Lacey 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.


Lacey

Pattison Water Company, Inc.

By: _____



By: _____



James S. Casebolt
Its: Vice President

STATE OF WASHINGTON)

County of Thurston)

: ss.

Greg Cuio

On this day personally appeared before me ~~Troy Oestreich~~ to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of DECEMBER, 2008

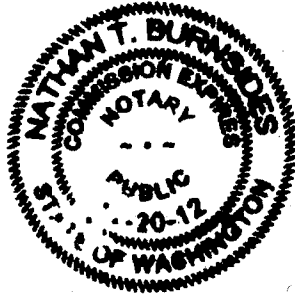
NOTARY PUBLIC
STATE OF WASHINGTON
CAROL A LITTEN
COMMISSION EXPIRES 6-28-2012

Carol A. Litten
CAROL A. LITTEN
NOTARY PUBLIC in and for the
State of Washington, residing
at LACEY WA
My commission
expires: 6-28-2012

STATE OF WASHINGTON)
) : ss.
County of Thurston)

On this day personally appeared before me James S. Casebolt to me known to be the Vice 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 27th day of January 2009



Nathan Burnside
Nathan Burnside
NOTARY PUBLIC in and for the
State of Washington, residing
at Lacey, WA My
commission
expires: 12/20/2012