

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 Pattison Water Company, Inc., a Washington corporation (hereinafter referred to as "Pattison"), and Jonathan and Natalie Moffitt, husband and wife, living at 3421 Reed Ct. SE, Olympia, WA 98513 (hereinafter referred to as "The Moffitts"), and enter into this Agreement related to that certain water system project in Thurston County to extend service to property with a street address of 5412 Peninsula Dr. SE, Olympia, WA 98513 (the "Project") this 11th day of August, 2018.

RECITALS

1. The Moffitts desire to receive water service from Pattison to serve their lot located at 5412 Peninsula Dr. SE, Olympia, WA 98513.
2. Pattison owns and operates water systems in Thurston County and is willing to provide service to The Moffitts, in accordance with the terms and conditions of this Agreement.

3. The Moffitts need to have a water extension constructed to serve their location 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 hereto agree as follows:

AGREEMENT

1. Construction of Water System. The Moffitts agree to have the Project constructed according to Pattison's standard specifications. The Project is the installation of a three inch RW Gate Valve beginning 200 feet east of Northeast corner of 5412 Peninsula Dr SE and then proceeding West for 200 feet (on Ramblewood Dr SE), with a three inch Class 200 PVC waterline to the Northeast corner of The Moffitts's property, where a meter will be installed. The Project includes all necessary pipes, valves and fittings. If required, all plans will be approved by the Washington State Department of Health and any other agency with regulatory jurisdiction over the construction of the Project. The Moffitts will be responsible for paying for and obtaining all permits, fees, design plans and contracts, layout, supervision, construction, and final completion.

2. Construction and Conveyance. The Moffitts shall construct and install the Project to standards as approved by

Pattison, and said installation shall be at no cost to Pattison. Following installation, The Moffitts shall convey the Project to Pattison by bill of sale as approved by Pattison. 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 The Moffitts.

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 The Moffitts or The Moffitts' 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. This covenant and agreement is binding upon all successors in interest and assigns of The Moffitts. A copy of this Agreement may be recorded with the Thurston County Auditor, at Pattison's option, after it is approved by the Washington Utilities and Transportation Commission and before construction of the Project begins.

5. Latecomers Agreement. Pattison shall apply a latecomers fee to those parcels described on Exhibit A,

attached hereto. The latecomers fee shall be calculated as a percentage of the total cost of the Project as described in this paragraph. The latecomers fee to be applied to each lot on Exhibit A (which lists one parcel) shall be based on the relative relationship of the number of parcels developed. For purposes of calculating the latecomers fee, it will be assumed that two (2) parcels are being serviced by the Project. Therefore, if a parcel listed on Exhibit A desires to connect to the Project within five (5) years from the date of the execution of this Agreement, then the parcel will be assessed a latecomers fee of 1/2 of the total cost of construction, which is agreed for the purposes of this paragraph to be four thousand three hundred and forty eight dollars (\$4,348.00).

6. 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. The Moffitts are relying on The Moffitt's own knowledge to determine the adequacy of the Project to meet The Moffitt's needs.

7. Contingencies to Closing. This Agreement is subject to approval of the Washington Utilities and Transportation Commission.

8. Warranties of The Moffitts. The Moffitts warrant and represent that have 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 or 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 Street SE
 Olympia, WA 98513

The Moffitts: Jonathan and Natalie Moffitt
 3421 Reed Ct SE
 Olympia, WA 98513

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 other 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 at least thirty (30) days prior to the Agreement taking effect (effective date of Agreement). Approval can occur by the passage of time. The Moffitts further understand Washington Utilities and Transportation Commission's approval is not automatic, and Pattison has not guaranteed or warranted such approval.

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

THE Moffitts

PATTISON WATER COMPANY, INC.

By: [Signature]
Jonathan Moffitt

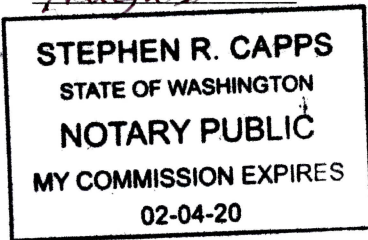
By: [Signature]
James S. Casebolt
Its: President

By: [Signature]
Natalie Moffitt

STATE OF WASHINGTON)
: ss.
County of Thurston)

On this day personally appeared before me Natalie Moffitt to me known to be the individual 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 individual, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

GIVEN under my hand and official seal this 11 day of August, 2018.

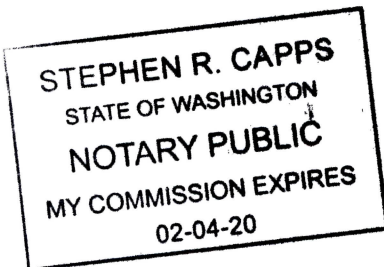


[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Lacey.
My commission expires: 02-04-20.

STATE OF WASHINGTON)
: ss.
County of Thurston)

On this day personally appeared before me Jonathan Moffitt to me known to be the individual 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 individual, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

GIVEN under my hand and official seal this 11 day of August, 2018.



[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Lacey.
My commission expires: 02-04-20.

STATE OF WASHINGTON)

: ss.

County of Thurston)

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 15th day of August, 2018.



Angela Thomas

NOTARY PUBLIC in and for the State of Washington, residing at Olympia.
My commission expires: 6/19/19.

EXHIBIT A

Latecomers Parcels, Moffitt Extension 2018

<u>Thurston County Tax Assessors Numbers</u>	<u>Property Address</u>
79400600000	4910 Ramblewood Ln SE