

WATER 1" SERVICE CONNECTION AGREEMENT

THIS AGREEMENT was made and entered into on <u>___April 4, 2022</u>, by and between **BLUE ROCK WATER COMPANY LLC**,

7511 Greenwood Ave N #4011, Seattle, WA 98103 (hereinafter referred to as the "Utility"), and

<u>MORGAN CARTWRIGHT</u> (hereinafter referred to as the "Customer"), whose address is <u>18515 – 127TH AVENUE NE,</u> <u>ARLINGTON, WASHINGTON 98223</u>.

WITNESSETH: That, whereas the Customer is the owner of a specific area of land located in <u>SNOHOMISH</u> County, Washington, and which property is identified as <u>Assessor's Number 31062000201500; legal description SEC 20 TWP 31 RGE 06LOT</u> <u>15 SURVEY AUD FILE NO 7810040163 & AS SHOWN ON REV SURV REC VOL 10 PG 30 & 31 UNDER AUD FILE NO 7906270339.</u>

WHEREAS, the Customer is desirous of connecting into the Utility's mainline, appurtenances, or lateral lines to provide water service to that specific area of land described above with a one-inch service connection for a single-family home/residential use to meet Snohomish County building code(s) related to a fire-suppression system, and

WHEREAS, the Utility is desirous of providing the water service herein described;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the Utility and the Customer covenant and agree as follows:

1. In the case of a mainline extension, the Utility shall employ a Professional Engineer ("Engineer"), licensed in Washington, to prepare detailed construction plans for submission and approval by the Washington Department of Health ("DOH"). The plans shall comply with the Utility's Design Standards for Extensions. For lateral line extensions and one or one and one-half inch service connections ("Service Connection"), the Utility shall provide the Customer with the proposed cost of the lateral line extension or service connection as detailed by Addendum "A" and incorporated herein.

2. After approval by the Customer, the Utility shall obtain written approval from the Washington Utilities and Transportation Commission ("UTC") before performing work on a water main or lateral line extension or Service Connection. This requirement is in accordance with the Washington Administrative Code pertaining to Water Utility Regulations (480-110-435) related to the Extension Contracts and the Utility's current tariff Rule 8.

3. If necessary, the Customer will obtain all required easements on and off the Customer's property. The Utility's standard easement form detailed by Addendum "B" and incorporated herein must be executed by the Customer to allow access to the proposed water lines. A permit or letter of authorization must be obtained from the applicable city, county, or state agency if proposed facilities encroach on existing public rights of way.

4. Before any water construction begins, the Customer shall deliver payment in full to the Utility equal to its UTC approved cost proposal. The Utility will not complete installation on Saturdays, Sundays, or any holiday observed by the Utility.

5. All water lines and appurtenances shall be constructed per the DOH-approved plans or the Utility's Standard Specifications for Extension Agreements.

6. Water mains shall only be extended parallel to an existing or proposed public or private road which is regularly maintained to allow daily travel, and the following requirements shall apply:

- A. Where there is a new street or road to be constructed, the rough grade work for the street or road and drainage facilities must be completed before installing the water main and services. At its own expense, the Utility will install service lines to every other lot across the new street or road from where the water main is installed. The Utility will be responsible for meeting street compaction requirements of the Planning Commission, the County Road Department, or any other agency.
- B. The Utility will backfill its service line trenches those costs will be included in Addendum "A."

7. Any changes in the original plan that cause adjustments to water system facilities, including service lines installed by the Utility, will be at the Customer's expense if approved by the UTC. If such adjustments to facilities are required, the Utility will estimate the cost and seek UTC approval. If approved, the Customer will pay in full and in advance for the Utility to make the adjustments.

8. Upon completion of construction of the water line extension or Service Connection, the mainline and appurtenances will be the property of the Utility. The Utility shall thereafter be responsible for routine maintenance of the water line extension.

9. The Utility is expressly granted the right to make extensions to any water lines subject to this Agreement, at no expense to the Customer and without any reimbursement to the Customer for any connections made on said extensions constructed by the Utility. Final authority relative to additions, extensions, taps, and uses of the subject water mains and appurtenances shall rest solely with the Utility.

10. Any reasonable legal expense incurred by the Utility to enforce provisions of this agreement shall be paid by the Customer.

11. The Customer or the person applying for service shall pay the standard connection fee based on the established connection charge for each size service requested, without exception, consistent with the Utility's tariff Schedule 4 – Service Connection Charge.

12. The Utility will provide pressure consistent with WAC 246-290. The Utility makes no representations, guarantees, or warranties about the gallons per minute it will provide to the Customer.

IN WITNESS WHEREOF, witness the hands of the parties hereto on this day and date first above written.

BLUE ROCK WATER COMPANY LLC

CUSTOMER

BY: Jason Dorland

BY:_____

Manager

PRINTED NAME:__

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ADDENDUM A

Proposed Project Costs

Project: Cartwright 1" Service Connection

Bid Date: 04/04/2022

Estimator: Jason Dorland

Location: 18515 127th Ave NE, Suddenview

To Customer:

Attached is the Blue Rock Water Co estimate of time and materials that may be required for a one-inch service connection.

				Unit	E	xtended
Line	Qty	UoM	Description	Price		Price
1	1	EA	2" X 1" SCH 80 PVC BUSHING SXT	11.75		11.75
2	1	EA	2" SCH 80 PVC COUPLING SXS	10.05	10.05	
3	2	EA	1" X 12" SCH 40 BRASS NIPPLE IMPORT	29.33	58.66	
4	2	EA	1" BRASS COUPLING IMPORT NO-LEAD	8.20	16.40	
5	1	EA	1" BRASS UNION IMPORT NO-LEAD	23.04		23.04
6	1	EA	VBH74-15W-11-44-NL 1" ANGLE BALL VALVE X ANGLE CHECK VALVE DUAL PURPOSE SWIVEL IN AND OUT METER SETTER 15" HIGH NO-LEAD FORD	393.00		393.00
7	1	EA	1" BRASS UNION IMPORT NO-LEAD	23.04		23.04
8	1	EA	C16-44Q-NL 1" FIP X PEP QUICK JOINT COUPLING NO-LEAD FORD	36.68		36.68
9	1	EA	1" IPS QUICK JOINT STIFFENER #72Q ALSO CAN BE USED AS 1-1/4" CTS STIFFENER #53Q FORD	2.75		2.75
10	1	EA	13" X 24" DI METER BOX COVER SOLID FULL SKIRT 13244284 CARSON	171.09		171.09
11	1	EA	13" X 24" X 18" HEAVYWALL METER BOX WITH MOUSE HOLES 13242520 CARSON	144.23		<u>144.23</u>
			Material Sub-Total		\$890.69	
			WSST		\$91.30	
			Material Total			\$981.99
12	1	EA	Site evaluation	\$34.07	\$	34.07
13	1	EA	Parts run	\$34.07	\$	34.07
14	6	EA	Digging, exposed pipe, locate, safety steps	\$34.07	\$	204.42
15	6	EA	Installation	\$34.07	\$	204.42
16	2	EA	Backfill	\$34.07	\$	68.14
					\$545.12	
			Employee benefits & taxes	35%	\$190.79	
			Labor Total		\$735.91	
			1" Service Connection Cost		\$1,717.90	