



WASHINGTON WATER SERVICE COMPANY

May 26, 2022

Amanda Maxwell, Executive Director & Secretary
Washington Utilities and Transportation Commission
PO Box 47250
Olympia, WA 98504-7250

Dear Ms. Maxwell;

Enclosed is a copy of the contract between Zean LLC and Washington Water Service Company (WWSC) to complete the tap and extension of the water main in SR 161 as indicated on the preliminary plat including the installation of hydrants. This site is in Pierce County, which is serviced by Southwood Water System, DOH ID# 82844H, Parcel #0418044040. This agreement has been signed by Manish Kumar and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified on attachment "A" are \$68,754.00. To this, a half payment of \$34,377.00 has been received for the total projected engineering costs, as attached.

A vicinity map showing the location of the lot is included with this filing. Please do not hesitate to call me at 253-851-4060 Ext. 71103, if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Thu Hoang". The signature is written in a cursive style with a long horizontal flourish at the end.

Thu Hoang
Accounting Analyst



WASHINGTON WATER SERVICE

14519 Peacock Hill NW
Gig Harbor, WA 98332 Tel: (877) 408-4060

February 4, 2022

Zean LLC
20905 NE 19th Place
Sammamish, WA 98074

Re: Southwood Water System, DOH ID# 82844H; Pierce County
Water Main Extension Agreement for Magnolia Park, PDD, Parcel No. 0418044040,
20202 Meridian Ave E, Graham, WA, 98338
Abbrev Legal: NE ¼ of the SE ¼ of Section 4, Township 18N, Range 4E., W.M. Pierce County

Dear Manish Kumar,

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Zean LLC (the "Owner") to extend the existing water main line and installation of any other facilities needed to provide water utility service to the parcel(s) referenced above.

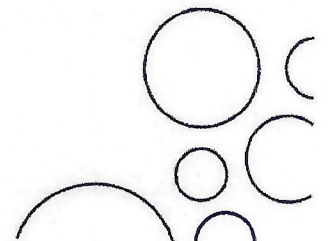
This Agreement sets forth the terms and conditions as well as our engineer's projected costs, enclosed as "Attachment A", to complete the tap and extension of the water main in SR 161 as indicated on the preliminary plat by Crabtree Surveying, Inc including the installation of hydrants capable to meet the minimum fire flow requirement of 750 gallons per minute for a 45 minute duration.

For the Southwood system, developer shall enter into a separate agreement with Apex for the design, inspection and certification of the associated improvements. Apex is Washington Water's master consultant for this system and has the assigned responsibility to maintain system growth through hydraulic modeling. Washington Water reserves the right to review and edit the project design and system capabilities. Water Certificates will not be issued until Apex's invoices are paid in full.

The projected cost of \$68,754 is exclusive to the time and materials necessary as estimated by Washington Water Engineering, based on the submitted preliminary site plan. The estimated water utility scope includes, the tie-in of a newly constructed water main extension serving 22 single family residential connections, bacteriologic sampling, and engineer inspections. The final amount billed will be based on actual costs for engineering, materials, labor and other costs incurred to complete the project. The final amount may vary from the projected costs provided due to unforeseen issues during the installation/tie-in of the extended water main and service line that are beyond the control of Washington Water.

Quality. Service. Value.

wawater.com



Washington Water will review the provided engineered construction plan and will allow the parcel owner to hire his/her own underground contractor to install the water main, appurtenances and service for the intended propose of installing water service to the parcel listed above. This contractor must be approved by Washington Water, prior to beginning any underground work (a list of approved contractors can be provided upon request).

The improvements stated herein qualify as Contributed In Aid of Construction (CIAC). Pursuant to Section 118(b) of the Tax Cuts and Job Act (TCJA) of 2017, federal tax laws require CIAC funds to be federally taxed ensuring that the expansion of water service to new customers does not unfairly burden a utility's existing customers. Applicants should consult their tax advisors concerning the application of tax laws to their particular situations.

Terms & Conditions

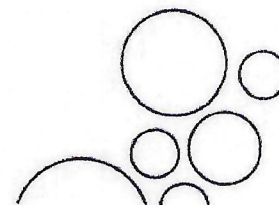
The projected costs are for Washington Water engineering, construction materials and labor only, unless otherwise specified in Attachment A. Upon execution of this Agreement and prior to commencement of engineering and construction, Washington Water requires deposit payment of 50% of the projected costs outlined in this Agreement. Before construction begins, the remaining project costs will be reevaluated and a deposit payment of 50% of the remaining costs will be due. All past due accounts will be charged 1.5% per month (18% per annum). The projected costs submitted in this Agreement is provided as preliminary information only and the figures and information contained herein are subject to the execution of this Agreement within 30-business days of the date the Agreement was issued.

Terms and conditions of this Agreement are subject to the review and approval of the Washington State Utilities and Transportation Commission (the "Commission"). Upon execution of this Agreement, Washington Water will submit the Agreement to the Commission for their approval. Upon the Commission's approval, plans will be prepared, and if required, submitted to the Washington State Department of Health for their approval. Once all necessary approvals have been obtained and the required payment received, Washington Water will schedule and cause construction to commence.

Upon completion of the project an Easement is necessary for Washington Water to maintain our water system facilities on an on-going basis. The Owner's surveyor or engineering firm will need to prepare an easement description and drawing exhibit for the on-site water system mains and appurtenances using the Washington Water easement form. Washington Water requires that Washington Water is explicitly identified in the utility easement language of your plat record. The Owner is responsible for contacting all property owners of all affected properties, signatures notarized and recorded with the Pierce County Auditor's office.

Upon completion of the main extension and any other requested facilities have been installed, pressure tested, bacteriological samples taken and tested with satisfactory results and a Certificate of Completion signed by a licensed engineer and all approvals received; the Owner is to provide Washington Water with a Bill of Sale transferring the ownership of these contributed facilities to Washington Water.

Washington Water requires all remaining amounts be paid in full with an active billing account established prior to commencement of residential water service and issuance of a Certificate of Water Availability. If meter installation does not occur after the installation of facilities, the Owner will be charge a monthly



Ready-to-Serve fee as listed in Washington Water’s approved tariff, until a meter installation has occurred. Washington Water will provide the Owner with a Certificate of Water Availability.

Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law, or otherwise, by Owner without the prior written consent of Washington Water, and any such assignment without such prior written consent shall be invalid. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and assigns.

Upon execution of this Agreement, the Owner has 180-business days to coordinate with Washington Water for the engineering and construction to complete this project. This Agreement shall automatically become invalid unless the work authorized in this Agreement has commenced within 180-business days after execution. Once this Agreement has become invalid, the project will be closed and all project work will cease; a refund check will be issued to the Owner for pre-paid amounts received by Washington Water minus any billable work completed and non-refundable fees.

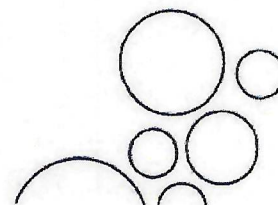
____ I elect to hire my own qualified contractor to complete the installation under the conditions listed below:

(Initial)

- Remit a deposit payment of 50% of the projected engineering costs as outlined in Attachment A. This deposit payment includes contingency and TCJA tax. Actual costs for engineering, construction labor, materials and County permits will be billed separately by Washington Water at the end of construction.
- Once a final utility plan is submitted to Washington Water Engineering for review, the projected costs will be reevaluated for the completion of this project. A 50% down payment of the estimated project costs will be due before construction can begin.
- Prior to any underground work being started, the hired contractor must be pre-approved by Washington Water. A list of approved contractors can be provided upon request.
- Provide installing contractor’s name and contact information, along with copies of their Contractor’s License, and Certificate of Insurance (contractor must have a minimum insurance coverage of \$1,000,000 per occurrence, \$2,000,000 annual aggregate naming Washington Water Service Company as Additional Insured and Certificate Holder).
- Time required to complete this project may vary due to the size of the project, projects already scheduled and emergencies that may require our construction crew to leave project site.

BEFORE CONSTRUCTION BEGINS:

- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedule with outside contractors.
- Provide names of any contractor(s) that may be working on-site.
- Schedule a pre-con meeting to review detailed plans and specifications with Washington Water’s Engineer, and the Construction Superintendent or Construction Foreman.



- Underground contractor will be responsible for traffic control, excavation of the main to be tapped along with any road repairs necessary during and after installation. Any contractor purchased materials must be on-site and inspected by Washington Water prior to installation
- Washington Water will tap the existing water main in SR 161 with a tapping sleeve, AWWA gate valve and valve blocking will be provided by Washington Water for your contractor to connect to.

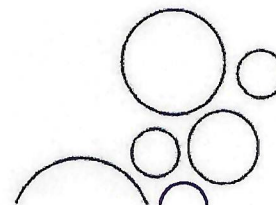
DURING CONSTRUCTION:

- The installation of all on-site piping, services, water service lines, valves, fittings and other appurtenances will be the responsibility of the Owner.
- Washington Water will operate the valves for filling and flushing of the new water main and will do periodic inspections of the installation.
- Review status of project with Washington Water's Construction Superintendent.
- Coordinate inspections with Washington Water (either our Construction or Engineering Department)

BEFORE TIE-IN/ACTIVATION OF NEW FACILITIES:

- Once construction is completed, Washington Water will witness a pressure test of all new water mains and appurtenances.
- A final inspection must be scheduled with the Construction Superintendent or Construction Foreman to review installed facilities and that the installed facilities have been installed in accordance with the specifications provided in the engineering plans.
- If a fire hydrant is installed, Washington Water will be responsible for fire flow testing and county submittal.
- Washington Water will take bacteriological samples. The results from the samples taken are required to meet all Washington State Department of Health Drinking Water Regulations and Standards. Unsatisfactory results will delay the tie-in of the new facilities.
- A backflow assembly (Double Check Valve-DCVA/Reduced Pressure Backflow-RPBA/Pressure Vacuum Breaker-PVB) is required whenever there is a possibility of a cross connection between the public water system and a non-portable water source. Examples include, but are not limited to, irrigation systems, fire sprinkler systems or other water-using equipment. The backflow assembly device must be installed on the customer side of the meter; a licensed plumber can install this device. Annual testing and repair of the device is the responsibility of the parcel owner.
- Final payment for the work completed as outlined in this Agreement has been received, and any remaining amounts due be paid in full

If the terms of this letter are acceptable, please initial your election to hire your own contractor to complete the extension project under the terms listed in the Agreement and then sign the letter below. Return both this letter and the agreed payment to our Gig Harbor Office at 14519 Peacock Hill Avenue NW, Gig Harbor, WA 98335 (Mailing Address: PO Box 336, Gig Harbor, WA 98332). If you have any questions, please give me a call directly in Gig Harbor at (253) 851-4060 or toll free at (877) 408-4060.



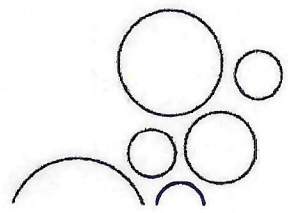
Sincerely,

By: Matthew D. Brown
Matthew D. Brown, P.E.
General Manager

Accepted ^{Authentisign}
By: Manish Kumar
Manish Kumar
Printed Name
4252832460
Phone:
04/26/22
Date Accepted

Enclosure(s)
cc: Jim Morrison, Accounting Manager
Eric Williams, Construction Superintendent
Sarah Castro, Customer Service Manager
John Puccinelli, Engineering Manager
James Jensen, Local Manager (East Pierce)
File1: Southwood
File2: EngFile#3925

W:\Construction\FORMS_SEE to Main Forms Folder\Contract-Agreements\WtrSysName, ID12345B-
MainExt.Tap_OwnerInstall.docx



Washington Water Service Co.

Engineering Department
 6800 Meridian Road SE
 Olympia, WA 98513

Engineer's Opinion of Probable Project Costs Summary
 Attachment "A"

**Southwood Water System
 Magnolia Park PDD Distribution Extension**

February 4, 2022
 (Projected Cost Good for 30-Days)

Engineering File # 3925

***** Construction Materials *****

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
103240	Construction Materials, Pipe, Valves, Fittings, Etc	1	LS	\$ 3,527.28	\$ 3,527.28
103450	Construction Materials for Services	1	LS	\$ -	\$ -
103480	Construction Materials for Hydrants	1	LS	\$ -	\$ -
Sub-Total					\$ 3,527.28
Contingency				10%	\$ 352.73
Sales Tax				9.00%	\$ 349.20
SUB Total - Materials					\$ 4,229.21
Rounded Up Value					\$4,300.00

***** Construction Labor *****

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
103240	Construction Labor - Watermain	1	LS	\$ 4,968.00	\$ 4,968.00
103450	Construction Labor - Services	1	LS	\$ 414.00	\$ 414.00
103480	Construction Labor - Hydrants	1	LS	\$ 1,656.00	\$ 1,656.00
	WWSC Engineering	1	LS	\$ 4,678.20	\$ 4,678.20
Contingency				10%	\$ 1,171.20
Sub-Total - Construction Labor					\$ 12,887.82
Rounded Up Value					\$12,900.00

***** Outside Contractor *****

Unit of Property	Description	Quantity	Unit of Measure	Unit Cost	Total
	County Permits (Encroachment)	1	LS	\$ 414.00	\$ 414.00
	DOH Review Fees	1	LS	\$ -	\$ -
	Tapping Service	1	LS	\$ -	\$ -
	Geotechnical Engineer	1	LS	\$ 7,205.00	\$ 7,205.00
	Engineering Consultant	1	LS	\$ -	\$ -
	Land Surveyor	1	LS	\$ -	\$ -
	Land Cost	1	LS	\$ -	\$ -
	Additional Insurance	1	LS	\$ -	\$ -
	Bonding	1	LS	\$ -	\$ -
	Sanitary Facility Rental (Portable Toilet)	1	LS	\$ -	\$ -
	Paving Contractor - Pavement Restoration	1	LS	\$ -	\$ -
	Traffic Control Contractor - Flaggers	1	LS	\$ -	\$ -
SUB TOTAL					\$ 7,619.00
Contingency				10%	\$ 761.90
Sub-Total - Outside Contractor					\$ 8,380.90
Rounded Up Value					\$8,400.00

Project Subtotal = \$ 25,600.00
 East Pierce Facilities Charge = \$ 34,078.00
 Federal Tax per the TCJA= \$ 110.05
 State B&O Tax = \$ 1,064.93

Anticipated Developer (onsite) Cost of Taxable Services

\$ 29,721.25

Anticipated TCJA Tax = \$ 7,900.59

Projected Funds Required = \$68,754

Assumptions:

- 1) This document is intended to forecast approximate construction costs based upon current information and similar projects, and is not intended to accurately represent actual design or construction components or prices
- 2) Totals are rounded to nearest \$100

1935

ZEAN LLC

19-2/1250 WA
99060

DATE 04/25/2022

PAY
TO THE
ORDER OF

Washington Water Service

\$ 34377.00

Thirty four thousand three hundred seventy seven DOLLARS



Bank of America

ACH R/T 12500024

Parcel # 0418044040

FOR

50% fee for water main extn.

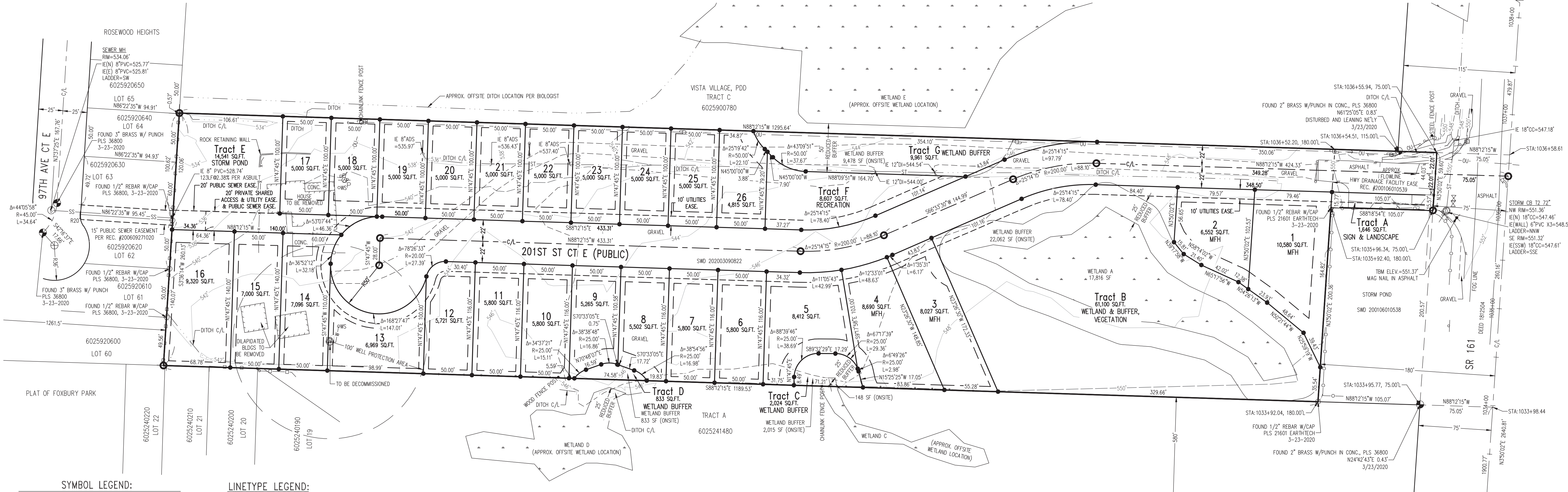
Manish Kumar MP



PRELIMINARY PLAT OF
MAGNOLIA PARK, PDD
 IN THE NE 1/4 OF THE SE 1/4 OF SECTION 4, TOWNSHIP 18 N., RANGE 4 E., W.M., PIERCE COUNTY, WASHINGTON
 ADDRESS: 20202 MERIDIAN AVE E, GRAHAM WA 98338
 PARCEL # 0418044040

200TH ST E

EAST 1/4 CORNER SECTION 4
 FOUND 3" O.D. IRON PIPE W/ BRASS PIN
 DOWN 0.4" IN CASE
 3-19-2020



SYMBOL LEGEND:

- ⊕ FOUND MONUMENT AS NOTED
- ⊖ CALCULATED MONUMENT AS NOTED
- ⊙ SET BRASS MONUMENT IN CONCRETE, PLS 46311
- FOUND AS NOTED
- SET 1/2" REBAR W/ STEEL CAP, PLS 46311
- CALCULATED AS NOTED
- ⊗ SET MAG NAIL
- NOTE MISC. - AS NOTED
- (C) CALCULATED
- (D) DEED
- (M) MEASURED
- [12345] ADDRESS
- DRAINAGE FLOW
- ⊘ FENCE - GATE
- ⊘ GAS VALVE
- ⊘ POWER METER
- ⊘ POWER POLE
- ⊘ POWER RISER
- ⊘ SEPTIC CLEANOUT
- ⊘ SEPTIC TANK LID
- ⊘ SIGN - 1 POLE
- ⊘ SIGN - 2 POLE
- ▲ SOIL LOG
- ⊘.00 SPOT ELEVATION
- ⊘ SEWER MANHOLE
- ⊘ SSO SEWER STUBOUT
- ⊘ STORM CULVERT END
- ⊘ STORM MANHOLE
- ⊘ TELECOMMUNICATION BOX
- ⊘ UTILITY ANCHOR WIRE
- ⊘ UTILITY POLE
- ⊘ WS WATER SPOGOT
- ⊘ WATER VALVE
- ⊘ WATER WELL

LINETYPE LEGEND:

- BARBED WIRE FENCE
- CHAINLINK FENCE
- WIRE FENCE
- WOODEN FENCE
- UNDERGROUND GAS LINE
- SS UNDERGROUND SANITARY SEWER LINE
- ST UNDERGROUND STORM DRAINAGE LINE
- W UNDERGROUND WATER LINE
- OU OVERHEAD UTILITY LINE(S)

EQUIPMENT/PROCEDURES:

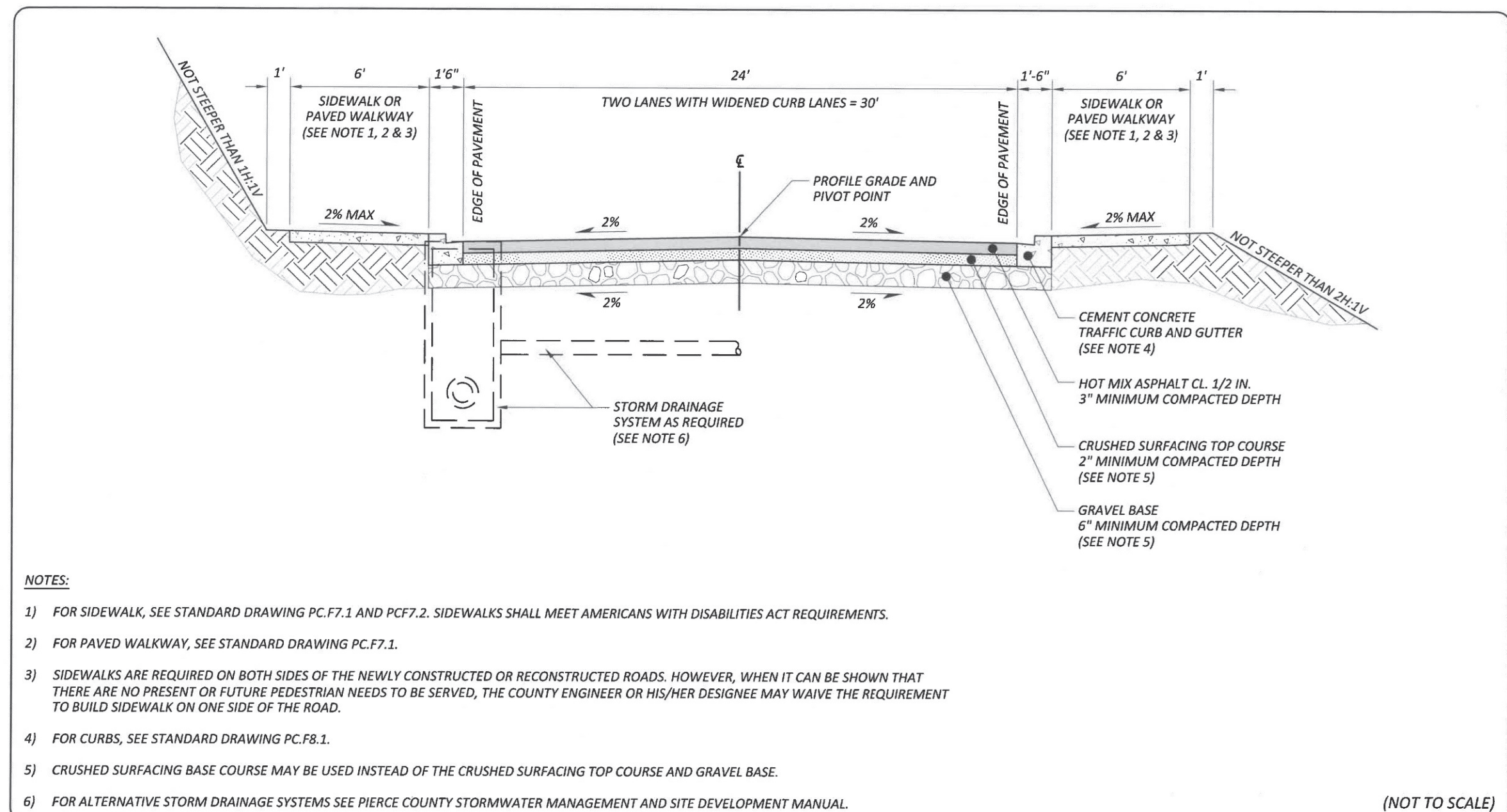
FIELD TRAVERSE: TOPCON IS303
 RTK/STATIC GPS: TOPCON HIPER GA
 THIS SURVEY COMPLIES WITH MINIMUM STANDARDS
 ESTABLISHED BY WAC 332-130.

SURVEYOR'S NOTES:

1. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS THAT MAY BENEFIT OR BURDEN THE SUBJECT PROPERTY.
2. ONLY IMPROVEMENTS/FEATURES PERTINENT TO THIS SURVEY HAVE BEEN SHOWN.
3. THIS DRAWING IS NOT TO BE USED FOR DETERMINING THE EXACT LOCATION OF ANY UTILITY LINES. BEFORE STARTING ANY CONSTRUCTION, EACH INDIVIDUAL UTILITY COMPANY MUST BE CONTACTED FOR MOST CURRENT LOCATIONS OF LINES AND/OR CALL 811 FOR UTILITY LOCATE.

LEGAL DESCRIPTION:

THE SOUTH 260 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
 THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 18 NORTH,
 RANGE 4 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON.
 EXCEPT THE SOUTH 580 FEET AND THE WEST 1,261.50 FEET;
 ALSO THE EAST 75 FEET THEREOF FOR SR 161 (SSH-SN)(SOUTH MERIDIAN).
 AND EXCEPT THAT PORTION DEEDED TO PIERCE COUNTY BY DEED RECORDED UNDER
 RECORDING NO. 200810100219, AND CORRECTED BY DEED RECORDED UNDER RECORDING
 NO. 201406230313, RECORDS OF PIERCE COUNTY, WASHINGTON.
 SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



- NOTES:**
- 1) FOR SIDEWALK, SEE STANDARD DRAWING PC.F7.1 AND PC.F7.2. SIDEWALKS SHALL MEET AMERICANS WITH DISABILITIES ACT REQUIREMENTS.
 - 2) FOR PAVED WALKWAY, SEE STANDARD DRAWING PC.F7.1.
 - 3) SIDEWALKS ARE REQUIRED ON BOTH SIDES OF THE NEWLY CONSTRUCTED OR RECONSTRUCTED ROADS. HOWEVER, WHEN IT CAN BE SHOWN THAT THERE ARE NO PRESENT OR FUTURE PEDESTRIAN NEEDS TO BE SERVED, THE COUNTY ENGINEER OR HIS/HER DESIGNEE MAY WAIVE THE REQUIREMENT TO BUILD SIDEWALK ON ONE SIDE OF THE ROAD.
 - 4) FOR CURBS, SEE STANDARD DRAWING PC.F8.1.
 - 5) CRUSHED SURFACING BASE COURSE MAY BE USED INSTEAD OF THE CRUSHED SURFACING TOP COURSE AND GRAVEL BASE.
 - 6) FOR ALTERNATIVE STORM DRAINAGE SYSTEMS SEE PIERCE COUNTY STORMWATER MANAGEMENT AND SITE DEVELOPMENT MANUAL.

(NOT TO SCALE)

Pierce County
 Planning & Public Works
 Office of the County Engineer

APPROVED BY:
 COUNTY ENGINEER

 4-1-19
 DATE

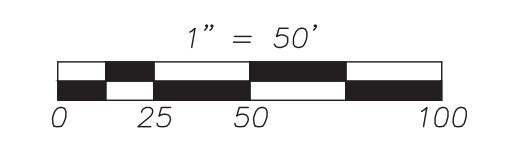
**LOCAL ROAD FEEDER WITH
 CEMENT CONCRETE TRAFFIC CURB
 AND GUTTER AND SIDEWALK,
 CLOSED DRAINAGE**
 STANDARD DRAWING PC.A2.1

SITE INFORMATION:

PARCEL NUMBER.....0418044040
 ZONING.....MODERATE HIGH DENSITY RESIDENTIAL-MHR (TO BE REZONED)
 SCHOOL DISTRICT.....SD #403 BELLEVUE
 FIRE DISTRICT.....FPD #021 GRAHAM
 WATER.....SOUTHWOOD WATER SYSTEM
 SEWER.....PIERCE COUNTY
 POWER.....PSE
 TELEPHONE.....CENTURYLINK
 GAS.....PSE
 CABLE TELEVISION.....XFINITY
 TOTAL LOTS.....26 LOTS (22 SFH, 4 MFH), 7 TRACTS
 SMALLEST LOT SIZE.....4,815 SQ.FT.
 AVERAGE LOT SIZE.....6,236 SQ.FT.
 TOTAL SITE AREA.....315,683 SQ.FT. (7.25 AC.)
 GROSS DENSITY.....5 DU/ACRE (22 SF DU, 16 MF DU)
 NET DENSITY.....7 DU/ACRE
 ACCESS.....STATE HIGHWAY SR161

BUILDING SETBACKS:

FRONT-ARTERIAL: 25'
 FRONT-NON ARTERIAL: 15'
 SIDE: 0' IF ATTACHED, 5' IF NOT ATTACHED
 SIDE STREET: 15'
 REAR: 0' IF ATTACHED, 5' IF NOT ATTACHED
 WETLAND BUFFER: 15'



BASIS OF BEARINGS:
 WASHINGTON COORDINATE SYSTEM OF 1983, SOUTH ZONE
 NAD83(2011) EPOCH 2010.00
 PER NGS-CORS WASHINGTON STATE REFERENCE NETWORK "WSRN".
 ALL DIMENSIONS ARE SHOWN AT GROUND LEVEL, UNLESS OTHERWISE NOTED.

VERTICAL DATUM:

NAD83(12A)
 PER NGS-CORS WASHINGTON STATE REFERENCE
 NETWORK "WSRN" AND APPLIED GEOID 12A
 CONTOUR INTERVAL = 2'



CRABTREE SURVEYING, LLC
 7328 104TH ST E
 PUYALLUP, WA 98373
 253-845-0048
 crabtreesurveying.com

RECEIVED MAY 26, 2022 WA. UT. & TRANS COMM. ORIGINAL LW-220386