

**WASHINGTON WATER SERVICE COMPANY**

December 1, 2023

Kathy Hunter, Acting Executive Director & Secretary  
Washington Utilities and Transportation Commission  
PO Box 47250  
Olympia, WA 98504-7250

Dear Ms. Hunter;

Enclosed is a copy of the agreement between Mitchell Development II LLC and Washington Water Service Company (WWSC) to complete the tap and extension of the water main on 255<sup>th</sup> St Ct E and 61<sup>st</sup> Ave Ct E including the installation of hydrants. This site is in Pierce County, which is serviced by Southwood Water System, DOH ID# 82844H and Parcel #0418301051. This agreement has been signed by Phil Mitchell and countersigned by Matthew D. Brown, the General Manager of WWSC.

Estimated costs identified in the attachment are \$66,900.00. To this, half payment of \$33,450.00 has been received for the total projected engineering costs, as attached.

A map 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 stroke at the end.

Thu Hoang  
Accounting Analyst



## WASHINGTON WATER SERVICE

**Engineering Department:** 4531 Intelco Loop SE  
Lacey, WA 98513 Tel: (877) 408-4060

4/13/2023

Mitchell Development II LLC  
910 Traffic Ave  
Sumner, WA 98390

Re: 82844H Water System, DOH ID# 82844H, Pierce County  
Water Main Extension Agreement for Benston Landing  
Parcel No. 0418301051

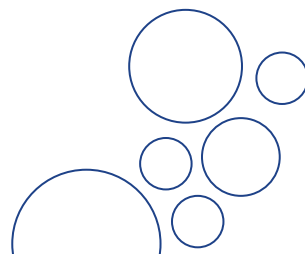
Dear Mitchell Development II LLC:

This Water Main Extension Agreement (the "Agreement") is between Washington Water Service Company (the "Washington Water") and Mitchell Development II LLC (the "Owner") to extend the existing water main line and facilitate 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 on 255<sup>th</sup> St Ct E and 61<sup>st</sup> Ave Ct E as indicated on the preliminary plan set by C.E.S. NW Inc (CES) including the installation of hydrants capable to meet the minimum fire flow requirement of 1500 gallons per minute for a 120 minute duration.

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.

The projected cost of \$66,900 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: a water main extension, 10 domestic service connections, tie-in of the new construction to the distribution system, bacteriological 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.



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 purpose 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 of 2017, federal tax laws require CIAC funds to be federally taxed. To ensure that the expansion of water service to new customers does not unfairly burden a utility's existing customers, Washington Water will collect the applicable tax from the Owner. Applicants should consult their tax advisors concerning the application of tax laws to their particular situations.

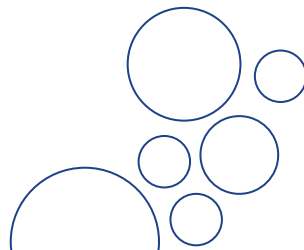
### Terms & Conditions

The projected costs are for 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 a deposit payment of 50% of the projected costs outlined in this Agreement. 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. The effective date of this agreement will be 75 days after Washington Water's General Manager receives and signs the agreement. Washington Water Service will not perform any work until receiving the Commission's approval. 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 and ensuring signatures are notarized and recorded with the Pierce County Auditor's office.

Upon completion of the main extension and after any other requested facilities have been installed and pressure tested; bacteriological samples taken and tested with satisfactory results; 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 charged 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.

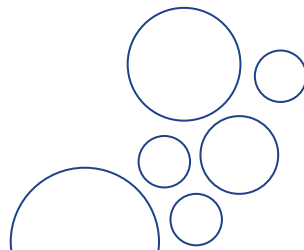
Upon execution of this Agreement, the Owner has 180-business days to coordinate with Washington Water for the engineering and construction to complete this project. This Agreement shall automatically become invalid unless the work authorized in this Agreement has commenced within 360-business days after 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.



(Initial)

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

- Remit a deposit payment of \$33,450 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:

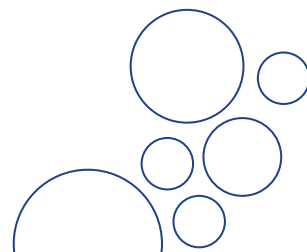
- The signed Agreement and the required payment must be received by Washington Water before any work will be scheduled, including the purchasing of materials.
- If required, Washington Water will be responsible for obtaining all necessary regulatory agency approvals, county/state permits and schedules 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, and 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 watermain on 255<sup>th</sup> St Ct E and 61<sup>st</sup> Ave Ct E. 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 be witness to 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 verify that the 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-potable 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.

- Easement documents must be reviewed and approved by Washington Water and recorded with Pierce County.
- Washington Water bill-of-sale to be filled out by Owner, reviewed and approved by Washington Water and recorded with Pierce County.
- Final payment for the work completed as outlined in this Agreement must be received, and any remaining amounts due must 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 DocuSigned by:  
By: Phil Mitchell  
AD45A47FAD6B495...

Printed Name  
253 862-8144

Phone:  
5/26/2023

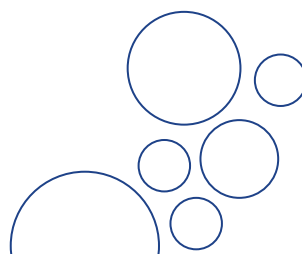
Date Accepted

Effective Date: 02/05/2024

Enclosure(s)

- cc: Jim Morrison, Accounting Manager  
 Bob Bell, Construction Superintendent  
 Jennifer Feldman, Customer Service Manager  
 John Puccinelli, Engineering Manager  
 James Jensen, Operations Manager (East Pierce)  
 File2: EngFile# 3984 Correct EngFile #3961

S:\Engineering\Project Report 3500\3961 - SWS.6501 260th E (0418301051) Benston Landing\1 - ENGINEERING REVIEW\300 - Contract Drafts\Southwood, ID82844H -MainExt.Tap\_OwnerInstall-Design w Apex Engineering.docx





LOAN NO.	BORROWER NAME	DATE DUE	TOTAL PAYMENT	FEES	INTEREST	PRINCIPAL	OTHER	PRINCIPAL BAL.
1648	Mitchell Development II, LLC Construction Draw #2	11/17/2023	\$33,450.00	\$0.00	\$0.00	\$0.00	\$33,450.00	\$3,000,000.00
			\$33,450.00	\$0.00	\$0.00	\$0.00	\$33,450.00	

CHECK NO.	COUNSELOR	INVESTOR NO.	CHECK DATE	CHECK AMOUNT	YTD INTEREST	
24513		WASHWATER	11/17/2023	\$33,450.00	\$0.00	Portfolio Yield: 0.000%

Washington Water Service  
5410 189th St E  
Puyallup WA 98375

**JUNIPER LOAN SERVICING CORP**  
**COLLECTION TRUST ACCOUNT**  
22500 SE 64TH PLACE, SUITE 230  
ISSAQUAH, WA 98027  
(425) 677-8574

THIS DOCUMENT HAS A TRUE WATERMARK AND CAN BE SEEN WHEN HELD TO LIGHT. THIS PAPER IS ALTERATION PROTECTED.

**JUNIPER LOAN SERVICING CORP**  
**COLLECTION TRUST ACCOUNT**  
22500 SE 64TH PLACE, SUITE 230  
ISSAQUAH, WA 98027  
(425) 677-8574

WASHINGTON TRUST BANK  
P.O. BOX 2127  
SPOKANE, WA 99210-2127  
19-89/1251


No. **024513**

CHECK NO.
24513

DATE	AMOUNT
11/17/2023	\$33,450.00

---Thirty Three Thousand Four Hundred Fifty and 00/100---

**PAY** Washington Water Service  
**TO THE** 5410 189th St E  
**ORDER OF** Puyallup WA 98375



THIS PAPER CONTAINS VISIBLE AND INVISIBLE FIBERS FACE AND BACK WHICH FLUORESCUE UNDER ULTRAVIOLET LIGHT.



**SITE ADDRESS**650X 260TH ST E  
GRAHAM, WA 98338**PARCEL NUMBER**

041830-1001

**TAX DESCRIPTION**

Section 30 Township 18 Range 04 Quarter 12 THAT POR  
1/2 OF NE 1/4 NLY OF A U PAR/TO & 1782 FT ELY OF  
OF SD N 1/2 OF NE AS MEAS ALG N LY THEREIF EXC F  
260TH ST E & EXC THAT POR LY SLY OF 260TH ST E &  
1245 FT E OF W LY OF NE OF RES OUT OF 1-006 SEC  
U-1014 CA ES (DOCAE53-29-85)

**SITE STATISTICAL BREAK DOWN**

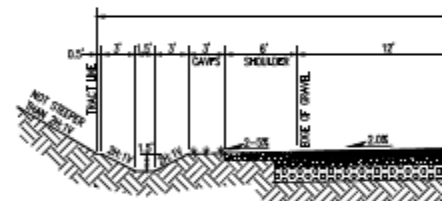
EXISTING ZONING:	R10 (RURAL 10)
GROSS SITE AREA:	2,219,714 SF (50.96 AC)
-ROADS:	67,640 SF (1.55 AC)
-TRACT "A":	516,390 SF (11.85 AC)
-TRACT "B":	525,681 SF (12.07 AC)
NET AREA:	1,110,003 SF (25.49 AC)

**SET BACKS**

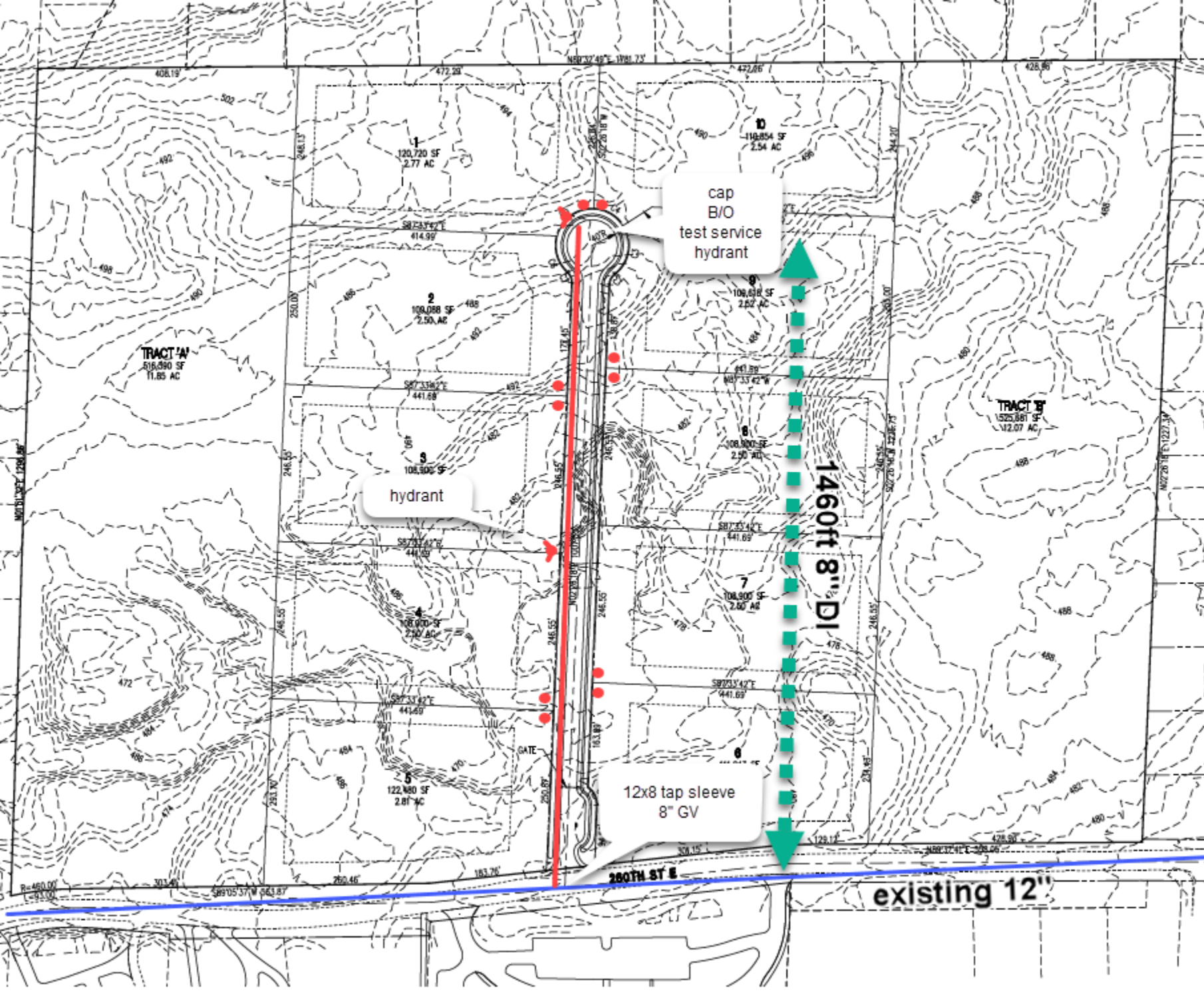
FRONT:	60 FEET
SIDE:	30 FEET
REAR:	30 FEET

**UTILITIES**

WATER:	RAINER NEW WATER
SEWER:	INDIVIDUAL SEPTIC SYSTEMS
POWER:	PUCET SOUND ENERGY
GAS:	PUCET SOUND ENERGY
TELEPHONE:	LUMEN

**NOTES:**

- SAFETY EDGE SHALL BE PLACED AT EDGE OF PAVE
- SHOULDER MATERIAL 2" COMPACTED DEPTH OF DT
- CRUSHED SURFACING BASE COURSE MAY BE USED
- IN ACCORDANCE WITH THE PIERCE COUNTY STORM



existing 12"

ON  
R.L.S.