WATER SYSTEM EXTENSION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the 15th day of April 2006 (regardless of the date signed by the individual parties), between ROCHE HARBOR WATER SYSTEM, INC., a corporation organized under the laws of the State of Washington, hereinafter referred to as the "Owner," and the undersigned "Customers", all of whom are in the same situation of inadequate water supply.

RECITALS

- 1. The Customers' current water service is inadequate and Customers desire to pay for the installation of a water distribution main and related operating equipment and appurtenances constructed to Owner's standards and specifications to enable Customers' connection to Owner's water system.
- 2. Owner owns and operates a public water system, and is willing to provide water service to Customers and own and operate the water distribution main and related operating equipment and appurtenances if constructed to Owner's standards and specifications.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived, it is agreed as follows:

AGREEMENT

Customers shall pay the cost of installing an eight inch (8") water extension, including seven (7) fire hydrants to be constructed by White Point Water, LLC, which has been formed by Customers to act as Customers' Agent (here forward "Agent") or Agent's Contractor, as illustrated on the attached Drawing #1, to Owner's standards and specifications ("System Extension"). Agent shall deliver to Customers the invoice for said System Extension BEFORE AWARDING THE CONSTRUCTION CONTRACT. Within ten (10) business days of delivery of the invoice, each Customer shall pay to Agent their share of the total amount of said invoice. UPON RECEIPT OF ALL INVOICE PAYMENTS CONSTRUCTION OF THE EXTENSION WILL BEGIN. Any Customer who does not make such payment shall not be deemed to be a Customer and Owner shall have no obligation to such Customer whatsoever and this Agreement shall be automatically terminated as to such Customer. The relationship between Customers and Agent shall be under terms and conditions set out in a separate agreement, which agreement each Customer must be party to in order to participate in the Latecomer's fee reimbursements provided for below. Owner is not a party to such agreement. In consideration for such payment and the performance of the other terms and conditions of this

Agreement, upon acceptance of the System Extension by Owner, each Customer shall receive the right to one (1) standard connection, good for one (1) equivalent residential unit ("ERU") of service. Service shall be limited to one lot for each ERU of service. Service itself shall be subject to additional connection fee of Thirteen Thousand Dollars (\$13,000) as set forth in this Agreement. Until a Customer has paid such connection fee, they shall have no right to receive a water service connection from Owner. Agent may, but shall not be required to, collect such connection fee at the time it collects the construction costs, and hold the same for payment over to Owner. Payment to Agent shall not be construed to be payment to Owner until the funds are actually delivered into the possession of the Owner.

2. It is anticipated that the System Extension may serve up to thirty-one (31) new connections, of which the Customers comprise a part thereof. This estimate is based upon one (1) ERU per connection. For a period of ten (10) years from the date of this Agreement, should an additional connection be added to the System Extension, the person or entity requesting the connection will be required to pay a "Latecomer's fee" to Agent and otherwise comply with the provisions of this Agreement affecting the facilities on such Latecomer's property. Each such Latecomer shall become a party to the separate agreement between Customers and Agent in order to participate in the Latecomer's fee reimbursements provided Agent shall be responsible for notifying Owner as each such for herein. "Latecomer" has paid and performed their obligations under the relationship established by the separate agreement between Agent and Customers. Following such notification from Agent and the payment by such Latecomer to Owner of the additional connection fee and other applicable fees, Owner will issue a water connection to such Latecomer. Agent shall be responsible for disbursing the Latecomer's fee collections among those persons entitled to the same, as more fully laid out in the separate agreement between Customers and Agent. The amount of the Latecomer's fee shall be calculated as follows. The original cost of the System Extension shall be established by Customers or Agent delivering to Owner a true and correct copy of the fully paid invoice of Agent rendered to Customers. Information shall be calculated using the "non-housing" Consumer Price Index (CPI), with 2006 as the base year and the year prior to the date of payment of the Latecomer's fee as end year, for calculating the inflation adjustment. The cost to the First Latecomer will be proportionate to the original cost, adjusted for inflation and divided by the number of original contributors plus one (1), of the total cost of the System Extension (*See Example). Each succeeding Latecomer will pay the remainder cost plus (+) inflation, divided by the number of prior customers plus one (1). Agent may deduct an administrative fee of One Hundred Dollars (\$100.00) from the amount collected for the Latecomer's fee. The Latecomer's fee, less administrative fee, will be paid proportionately to each Customer or, if the Customer no longer resides at the location receiving the connection to the System Extension, to the then lot owner of the property served by the System Extension, as the Customer's successor-ininterest under the Latecomer's provision.

EXAM	PLE: After two years (first Latecomer)	
0	Estimated original total cost =	\$ 258,000.00
0	Inflation estimated at 3% per year =	15,480.00
0	Adjusted cost =	\$ 273,480.00
0	Original Customers = Twelve (12)	, — · · · · · · · · · · · · · · · · · ·
0	First Latecomer's cost = \$273,480 / [original twelve	(12)
	plus one (1)] 13 =	\$21,037.00
0	Rebate to each original Customer, \$21,037 / twelve	
	=	\$1,753.08
RECON	NCILIATION of Original Customers' costs	
0	Original Customer cost (each):	\$21,500.00
0	2 years inflation @ 3% =	\$ 1,290.00
0	Total value =	\$22,790.00
0	Less rebate	(\$ 1,753.00)
	Net value equals first latecomer's cost	\$21,037.00
	PLE: After three years (second Latecomer)	
0	Original cost (including inflation adjustment) =	\$ 273,480.00
0	Plus one year inflation/ est. @ 3% =	\$8,204.00
0		\$ 281,684.00
0	Cost to Second Latecomer = \$281,684 / 14 (12 orig	inal + 2)
=		\$ 20,120.00
	Rebate to each current customer (12 original + 1) =	\$1,548.00
RECON	ICILIATION of Original Customers' costs	
0	Original Customer Net Value at end of 2nd year =	\$21,037.00
0	1 year inflation @ 3% =	\$ 631.00
0	Total value at end of 3rd year =	\$21,668.00
0	Less rebate	(\$ 1,548.00)
0	Net value equals second latecomer's cost	\$20,120.00
EXAMP	LE: After six years (third Latecomer)	
	Original cost remainder, including 3 years inflation	\$ 281 684 00
0	Plus three years inflation/ est. @ 2% =	\$ 16,901.00
0	Adjusted Cost =	\$ 298,590.00
<i>r</i>	Cost to Third Latecomer = \$255,929 / 15 (12 original	
	=	\$ 19,906.00
0	Rebate to each current customer (12 original + 2) =	\$ 1,430.00
	CILIATION of Original Customers' costs	Ψ 1,300,00
0	Original Customer Net value at end 3rd year =	\$21,120.00
О	2 years inflation @ 3% =	\$ 1,270.00
	Total value =	\$21,327.00
	Less rebate	(\$ 1,421.00)
	Net value equals first latecomer's cost	\$19,906.00
, •		Ψ 10,000.00

- 3. Agent or Agent's Contractor shall provide a construction performance and maintenance bond which holds Owner harmless from the negligence of Agent or Agent's Contractor, its agents, liens, third-party liability, and defective materials or equipment, a copy of said bond is attached hereto as Exhibit "C" and by this reference incorporated herein.
- 4. Agent or Agent's Contractor shall procure and maintain for the period of the contract up to the Date of Acceptance, as defined herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Agent or Agent's Contractor, its agents, representatives, employees or subcontractors. The insurance required shall include the specific coverages and be written for not less than the limits of liability and coverages listed below or required by law, whichever is greater.

Workers Compensation, etc., shall have the following minimum limits:

A.	State	Statutory
B.	Applicable Federal (e.g., longshoremens')	Statutory
C.	Employer's Liability	\$1,000,000

Comprehensive General Liability shall have the following minimum limits:

A. Bodily injury (including completed operations and products liability):

\$1,000,000 Each Person

\$1,000,000 Each Accident

B. Property Damage:

\$1,000,000 Each Occurrence

or a combined single limit of \$1,000,000

Property Damage liability insurance will provide explosion, collapse and underground coverages where applicable.

C. Personal injury, with employment exclusion deleted

\$1,000,000 Annual Aggregate

Comprehensive Automobile Liability shall have the following minimum limits:

Bodily Injury:

\$1,000,000 Each Person

\$1,000,000 Each Occurrence

Property Damage:

\$1,000,000 Each Occurrence

or combined single limit of \$1,000,000

The comprehensive general liability insurance will include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates) for the coverage afforded will not be canceled, materially changed or renewal refused until at least forty-five (45) days' prior written notice has been given to Owner by certified mail. All such insurance shall remain in effect until Date of Acceptance, as defined herein, and at all times thereafter when Agent or Agent's Contractor may be correcting, removing or replacing defective work. In addition, Agent or Agent's Contractor shall maintain such completed operations insurance for at least one (1) year after Date of Acceptance, as defined hereinafter, and furnish Owner with evidence of continuation of such insurance. The original policy or a signed certificate of insurance shall be filed with the Owner.

5. Insurance Coverage Certificates.

Prior to the commencement of work, the Agent or Agent's Contractor shall furnish to the Owner acceptable proof of insurance on a form acceptable to the Owner. All insurance certificates must have the project title and address. All insurance certificates shall specifically require forty-five (45) days' prior notice to the Owner of cancellation or any material change. Owner shall be named as an additional insured on all certificates of insurance.

- 6. All work by Agent or Agent's Contractor shall be subject to passing inspection by Owner. Customer shall pay for the cost of inspection within ten (10) days from the date of inspection.
- 7. Agent shall furnish all necessary conveyances in form to be approved by the Owner, including, but not limited to: (1) a duly executed easement for access to the area around said System Extension for purposes of maintaining and repairing, if necessary, the System Extension in the form acceptable to Owner; and (2) a Bill of Sale in the form acceptable to Owner.
- 8. Although no additional improvements are anticipated, Customers shall pay for any improvements to Owner's system required by the Owner's Comprehensive plan as determined by Owner's Engineer to serve the location set out in paragraph 1, above, or required by a governmental agency for Owner to serve System Extension. Said payments shall be in the form of a surcharge paid in addition to each Customer's monthly water billing, including all other surcharges, assessed as a per dollar amount per 1,000 gallons as determined by Owner.
- 9. Customers shall each install individual water services to receive service by the System Extension. Services shall be installed up through the saddle and service line.

- 10. Customers shall furnish all necessary conveyances in form to be approved by the Owner, including, but not limited to, a duly executed easement for access to the area around said System Extension for purposes of maintaining and repairing, if necessary, the System Extension.
- 11. From the Date of Acceptance of the System Extension, Owner shall, subject to approval by the Washington Utilities and Transportation Commission, maintain and operate the System Extension. Owner has no duty to accept the System Extension, or any portion thereof, if the System Extension does not pass inspection by Owner's Engineer or does not conform strictly to Owner's Conditions and Standards. As used in this Agreement, Date of Acceptance is the date that the last of the following events occurs: (1) payment by Customers of all sums owed by Customers under this Agreement; (2) delivery of all documents required under paragraph 7; or (3) the System Extension passing inspection and pressure testing by Owner or Owner's Engineer.
- 12. Nothing in this Agreement entitles Customers or Customers' successors or assigns to connect to Owner's water system, including System Extension, except in accordance with the terms, conditions and charges in Owner's tariff filed with the Washington Utilities and Transportation Commission.
- 13. Owner does not warrant delivery of any specific quantity or quality of water, and Owner's Standards and Conditions are designed to produce only the minimum state standards in effect at the time of this Agreement. Such standards may not be sufficient for large lots, agricultural use or highly landscaped lots. Customers are relying on Customers' own knowledge to determine the adequacy of the System Extension to meet Customers' needs and those of Customers' assigns and successors in interest.
- 14. In addition to any other charges and in addition to any recurring fees set forth in Owner's tariff, each Customer shall pay within five (5) business days after the effective date of this Agreement the amount of Thirteen Thousand Dollars (\$13,000.00). The Thirteen Thousand Dollars (\$13,000.00) includes the Owner's tariffed One Thousand Five Hundred Dollars (\$1,500.00) service connection charge and tariffed (or soon to be tariffed) Six Thousand Five Hundred Dollar (\$6,500.00) facilities charge. The remaining Five Thousand Dollars (\$5,000.00) is a contribution towards the cost of the system that is in place which allows Owner to deliver service to the System Extension and then to the Customers.
- 15. This Agreement may be terminated by Owner, at Owner's discretion, upon ten (10) calendar days' written notice to Customers, if Customers fail to pay any amounts due under this Agreement when due. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

If this Agreement is terminated under this provision, Owner shall have no obligation to provide service to Customers or Customers' successors or assigns, and Customers shall forfeit any rights in the System Extension.

16. Irrigation design criteria shall be to use no more than eight hundred (800) gallons per irrigation ERU per day during peak season of May through September. The design criteria shall also be a usage criterion. The calculation of the eight hundred (800) gallon per ERU per day usage limitation shall be made on a monthly basis. Under this method of calculation, water that is not used in a month may not be saved or "banked" for use in a later month in the irrigation season. In addition, Customers agree to adopt a "best practices" approach to the use of irrigation service. This best practices approach includes, but is not limited to, the following: (a) irrigation of grass areas at a rate of no more than one (1) inch per week; (b) sizing irrigation sprinklers and installing irrigation sprinklers to provide as near a uniform coverage of grass-landscaped areas as feasible; (c) not using watering practices that involve a "sponge" approach where water is applied to one area with the thought that it will eventually provide coverage of other areas through the water traveling over, through or under the ground; (d) not irrigating when the temperature is forecasted to exceed ninety (90) degrees Fahrenheit; and (e) installing rain sensors at each irrigation location so that irrigation does not occur during or shortly after rainfall. Customers warrant that they will use their best efforts to meet these conservation goals. Notwithstanding anything to the contrary contained herein, all irrigation use is subject to the terms of Owner's tariff, including, but not limited to Owner's ability to limit or stop irrigation for periods of time.

17. Miscellaneous.

- a. <u>Jurisdiction</u>. This Agreement is made with reference to and is intended to be construed in accordance with the laws of the State of Washington. The parties agree that the venue for any suit brought hereunder shall be laid exclusively in San Juan County, Washington.
- b. <u>Successors in Interest</u>. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, assigns and personal representatives of the parties.
- c. <u>Execution of Counterpart</u>. This Agreement shall be executed separately or independently in any number of counterparts, each and all of which together shall be deemed to have been executed simultaneously and for all purposes be one agreement. The total of the agreements between individual Customers signing this Agreement and Owner shall be taken together to form one Agreement.

- d. <u>Construction</u>. This Agreement shall not be construed more favorably to one party over another, notwithstanding the fact that one party, or its attorney, may have been more responsible for the preparation of the document.
- e. <u>Attorney's Fees</u>. In the event that any party hereto retains an attorney to enforce any of the provisions hereof, then the prevailing party shall be entitled to reasonable attorney's fees incurred in both trial and appellate courts, or fees incurred without suit and all court and accounting costs.
- f. <u>Survival</u>. All of the obligations (except to the extent performed), warranties and representations in this Agreement shall survive the closing.
- g. <u>Amendment</u>. 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, and further, no modification or amendments of specifications or approval of "approved equal" materials shall be valid or enforceable unless approved in writing by Owner's Engineer.
- h. <u>Waiver</u>. No failure on the part of either party to exercise, and no delay in exercising, any rights hereunder shall operate as a waiver thereof; nor shall any waiver or acceptance of a partial, single or delayed performance of any term or condition of this Agreement operate as a continuing waiver or a waiver of any subsequent breach thereof.
- i. <u>Notices</u>. Any notice provided for in this Agreement shall be deemed given if it is in writing and is personally delivered or sent by certified mail, postage prepaid, return receipt requested, and delivered or addressed as set forth below, or to such other address as the parties may hereafter designate by notice given in the same manner.

To Owner:

ROCHE HARBOR WATER SYSTEM, INC.

8484 Roche Harbor Road Friday Harbor, WA 98250

To Customers:

Notices to Customers shall be sent to their

addresses next to their signatures appearing at

the end of this Agreement.

To Agent:

White Point Water, LLC

c/o WILLIAM M CONNER

846 108TH NE

BELLEVUE, WA 98004

j. <u>Effective Date</u>. For purposes of transfer of the System Extension, and Owner's obligations herein, the effective date of this Agreement shall be thirty (30) days from the later of the date this Agreement is filed with the Washington

Utilities and Transportation Commission and the date building permits are issued for the construction of the System Extension.

- 18. The Owner's acceptance of the System Extension 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 transfer of the System Extension (effective date of Agreement). Customers understand that any work done on System Extension prior to Washington Utilities and Transportation Commission approval is done at their sole risk and Owner has no duty to accept said work. Customers further understand Washington Utilities and Transportation Commission approval is not automatic and Owner has not guaranteed or warranted such approval.
- 19. Other than for breach and termination under Paragraph 15, if Owner finds Customers to be in breach of any term of this Agreement (other than Paragraph 14), Owner shall provide Customers with notice of breach, setting out the nature of the breach. Customers shall cure said breach within thirty (30) days of receipt of notice, which receipt is deemed to occur three (3) business days after deposit of said notice in the U.S. mail, postage prepaid. If Customers fail to cure said breach within said thirty (30) days after receipt of notice, Owner, at its sole discretion, may terminate this Agreement at any time after the period for cure has passed. Upon termination, Owner shall have no further obligation of any nature to Customers or Customers' successors-in-interest.
- 20. To the extent allowed by law, the Customers shall hold Owner and its officers, agents, and employees harmless from all suits, claims or liabilities of any nature, including attorney's fees, costs, and expenses for or on account of injuries or damages sustained by any persons or property resulting from negligent or willful activities or omissions of the Customers, their agents, employees, or on account of any unpaid wages or other remuneration for services or for failure to comply with Chapter 19.122 RCW ("dig-up laws") or any violation of county franchise requirements; and if judgment be rendered or settlement made requiring payment of damages by Owner, which damages are based in whole or in part on the negligent or willful activities or omissions of the Customers, their agents or employees, or on account of any unpaid wages or other remuneration for services or for a violation of Chapter 19.122 RCW or county franchise requirements, the Customers shall pay the same.

[NOTE: All owners of each property to be serviced must execute this Agreement.]

THIS SPACE LEFT BLANK - SIGNATURES COMMENCE ON NEXT PAGE.

PIGOTT:	Whose Address for the purposes of receipt of Notices is:
Thomas Pigott	1215 Lexington Way E. SEATTLE, WA 98112
Brooke Pigott	-
MARIAN'S ON THE BAY, LLC:	Whose Address for the purposes of receipt of Notices is:
Marion Thomas, Manager	1803 Third Street NE AUBURN, WA 98002 \$53-939-6803
POWELL:	Whose Address for the purposes of receipt of Notices is:
Lloyd W. Powell	725 Market Street Kirkland, WA 98033
Sharon L. Powell	-
AUGUSTINE:	Whose Address for the purposes of receipt of Notices is:
Bradford G. Augustine	1320 E. Pike Street Seattle, WA 98122
Augustine	
ERICKSON:	Whose Address for the purposes of receipt of Notices is:
Jessica L. Erickson, Trustee of	P.O. Box 389 the MERCER ISLAND, WA 98040

PIGOTT:	Whose Address for the purposes of receipt of Notices is:
Thomas Pigott	1215 Lexington Way E. SEATTLE, WA 98112
Brooke Pigott	
MARIAN'S ON THE BAY, LLC:	Whose Address for the purposes of receipt of Notices is:
Marion Thomas, Manager	1803 Third Street NE AUBURN, WA 98002
POWELL:	Whose Address for the purposes of receipt of Notices is:
Lloyd W. Powell	725 Market Street Kirkland, WA 98033
Sharon L, Powell	
AUGUSTINE:	Whose Address for the purposes of receipt of Notices is:
Bradford G. Augustine	1320 E. Pike Street Seattle, WA 98122
Augustine	
ERICKSON:	Whose Address for the purposes of receipt of Notices is:
Jessica L. Erickson, Trustee of the	P.O. Box 389 MERCER ISLAND, WA 98040

PIGOTT:	Whose Address for the purposes of receipt of Notices is:
Thomas Pigott	1215 Lexington Way E. SEATTLE, WA 98112
Brooke Pigott	
MARIAN'S ON THE BAY, LLC:	Whose Address for the purposes of receipt of Notices is:
BY Marion Thomas, Manager	1803 Third Street NE AUBURN, WA 98002
POWELL:	Whose Address for the purposes of receipt of Notices is:
Lloyd W. Powell	725 Market Street Kirkland, WA 98033
Sharon L. Powell AUGUSTINE: Bellevue, Facm, LLC 3: Della	Whose Address for the purposes of receipt of Notices is: 1320 E. Pike Street Seattle, WA 98122
Augustine	
ERICKSON:	Whose Address for the purposes of receipt of Notices is:
Jessica L. Erickson, Trustee of	P.O. Box 389 the MERCER ISLAND, WA 98040

ANDERSON:	Whose Address for the purposes of receipt of Notices is:
David McBride Anderson	P.O. Box 4313 ROCHE HARBOR, WA 98250
Anderson	ANDERSON shall receive and pay for two (2) water connections and pay two shares of costs.
PIGNATARO:	Whose Address for the purposes of receipt of Notices is:
Joseph Pignataro	14820 72nd West EDMONDS, WA 98026
Charlene Pignataro	
Andrea Kaleta Carrie Goldsmith Christopher Goldsmith	Whose Address for the purposes of receipt of Notices is: c/o Ned Goldsmith P.O. Box 1663 (165) Cheyenne, WY 82003
THE SHAQUE LLC:	Whose Address for the purposes of receipt of Notices is:
BYRobert McTavish, Manager	c/o Bob McTavish 9117 Shearwater Road BLAINE, WA 98231

PEHOSKI:	Whose Address for the purposes of receipt of Notices is:
Peter Pehoski	P.O. Box 389 Mercer Island, WA 98040
Trish Pehoski	
KOMEN:	Whose Address for the purposes of receipt of Notices is:
dichard framed	P.O. Box 4427

Richard B. Komen

Joan R. Komen

ANDERSON:	Whose Address for the purposes of receipt of Notices is:
David McBride Anderson	P.O. Box 4313 ROCHE HARBOR, WA 98250
Anderson MAY 2006	 ANDERSON shall receive and pay for two (2) water connections and pay two shares of costs.
PIGNATARO:	Whose Address for the purposes of receipt of Notices is:
Joseph Pignataro	14820 72nd West EDMONDS, WA 98026
Charlene Pignataro	
GOLDSMITH:	Whose Address for the purposes of receipt of Notices is:
Andrea Kaleta	c/o Ned Goldsmith P.O. Box 1683 Cheyenne, WY 82003
Carrie Goldsmith	
Christopher Goldsmith	
THE SHAQUE LLC:	Whose Address for the purposes of receipt of Notices is:
BY	c/o Bob McTavish
Robert McTavish, Manager	9117 Shearwater Road

EXECUTED by the parties as of the date first above written.

OWNER: ROCHE HARBOR WATER SYSTEM, INC.	By this signature, Agent attests that it has read this Agreement and represents that it is bound by its terms and conditions. Agent further represents that it is a Washington Limited Liability Company in good standing and has the ability to	
By:	perform all aspects of this Agreement. Agent further warrants that notice to Agent shall also constitute notice to Agent's Contractor as that term ("Agent's Contractor") is used in this Agreement.	
AGENT: WHITE POINT WATER, LLC	,	
By: Melleun In Conner	Ву:	
William M. Conner, its Manager	P. Edward Dean, its Manager	
CONNER: William M. Conner Marilyn Conner	Whose Address for the purposes of receipt of Notices is: 846 108 TH NE BELLEVUE, WA 98004	
DEAN:	Whose Address for the purposes of receipt of Notices is:	
P. Edward Dean, Jr.	131 7th Avenue KIRKLAND, WA 98033	
Carol Dean		

EXECUTED by the parties as of the date first above written.

OWNER: ROCHE HARBOR WATER SYSTEM, INC.	By this signature, Agent attests that it has read this Agreement and represents that it is bound by its terms and conditions. Agent further represents that it is a Washington Limited Liability Company in good standing and has the ability to	
Ву:	perform all aspects of this Agreement. Agent further warrants that notice to Agent shall also constitute notice to Agent's	
lts:	Contractor as that term ("Agent's	
AGENT: WHITE POINT WATER, LLC	Contractor") is used in this Agreement.	
Ву:	By: P. Edun Dan	
William M. Conner, its Manager	P. Edward Dean, its Manager	
CONNER:	Whose Address for the purposes of receipt of Notices is:	
William M. Conner	846 108 TH NE BELLEVUE, WA 98004	
Marilyn Conner		
DEAN: PGT Dear	Whose Address for the purposes of receipt of Notices is:	
P. Edward Dean, Jr.	131 7th Avenue KIRKLAND, WA 98033	
Carol Dean		

PIGOTT:	Whose Address for the purposes of receipt of Notices is:
Thomas Pigott	1215 Lexington Way E. SEATTLE, WA 98112
Brooke Pigott	
MARIAN'S ON THE BAY, LLC:	Whose Address for the purposes of receipt of Notices is:
BY Marion Thomas, Manager	1803 Third Street NE AUBURN, WA 98002
POWELL:	Whose Address for the purposes of receipt of Notices is:
Lloyd W. Powell	Kirkland, WA 98033 FRIDAYLHARBOR
Thous Paul	WA. 98250
Sharon L. Powell AUGUSTINE:	To the second receipt the second
Bradford G. Augustine	Seattle, WA 98122
Augustine	
ERICKSON:	Whose Address for the purposes of receipt of Notices is:
Jessica L. Erickson, Trustee of	P.O. Box 389 the MERCER ISLAND, WA 98040

Trust

PIGOTT:	Whose Address for the purposes of receipt of Notices is:
Thomas Pigott	1215 Lexington Way E. SEATTLE, WA 98112
Brooke Pigott	
MARIAN'S ON THE BAY, LLC:	Whose Address for the purposes of receipt of Notices is:
BY Marion Thomas, Manager	1803 Third Street NE AUBURN, WA 98002
POWELL:	Whose Address for the purposes of receipt of Notices is:
Lloyd W. Powell	725 Market Street Kirkland, WA 98033
Sharon L. Powell	
AUGUSTINE:	Whose of Notic
Bradford G. Augustine	1320 E. Seattle,
Augustine	
ERICKSON: Theter Pahroki Residence Tou	Whose Address for the purposes of receipt of Notices is:
Jessica L. Erickson, Trustee of the I.P. Lehrsk: Resident Trust	
Patricia R. Pehroski Residence	e taust

PEHOSKI:	Whose Address for the purposes of receipt of Notices is:
Peter Pehoski	P.O. Box 389 Mercer Island, WA 98040
Trish Pehoski Patricia R. Feb	brok;
KOMEN:	Whose Address for the purposes of receipt of Notices is:
Richard B. Komen	P.O. Box 4427 ROCHE HARBOR, WA 98250
Joon D. Komon	KOMEN shall receive and pay for two (2) water connections and pay two shares of costs.

Joan R. Komen

PEHOSKI:	Whose Address for the purposes of receipt of Notices is:
Peter Pehoski	P.O. Box 389 Mercer Island, WA 98040
Trish Pehoski	
KOMEN:	Whose Address for the purposes of receipt of Notices is:
Richard B. Komen	P.O. Box 4427 ROCHE HARBOR, WA 98250
	KOMEN shall receive and pay for two (2) water connections and pay two shares of costs.
Joan R. Komen	·
BAYLEY:	Whose Address for the purposes of receipt
Paniel B. Buyley	of Notices is:
David B. Bayley	2047 White Point Road FRIDAY HARBOR, WA 98250
Vende K. Bayley	
Sondra K. Bayley	
ULLIN:	Whose Address for the purposes of receipt of Notices is:
Jay Ullin	2591 Mountain View Road FERNDALE, WA 98248
James Ullin	

PEHOSKI:	Whose Address for the purposes of receipt of Notices is:
Peter Pehoski	P.O. Box 389 Mercer Island, WA 98040
Trish Pehoski	
KOMEN:	Whose Address for the purposes of receipt of Notices is:
Richard B. Komen	P.O. Box 4427 ROCHE HARBOR, WA 98250
	KOMEN shall receive and pay for two (2) water connections and pay two shares of costs.
Joan R. Komen	
BAYLEY:	Whose Address for the purposes of receipt of Notices is:
David B. Bayley	2047 White Point Road FRIDAY HARBOR, WA 98250
Sondra K. Bayley	
ULLIN:	Whose Address for the purposes of receipt of Notices is:
Jay Julia .	2591 Mountain View Road FERNDALE, WA 98248
James Ullin	

P.O. Box 389 Mercer Island, WA 98040
Whose Address for the purposes of receipt of Notices is:
P.O. Box 4427
ROCHE HARBOR, WA 98250
KOMEN shall receive and pay for two (2) water connections and pay two shares of
costs.

GENTHER

Charles Genther

Cathy Genther

7-5-06

Whose Address for the purposes of receipt of Notices is:

17817 N.E. 131st Street REDMOND, WA 98052