



PATTISON WATER COMPANY

PO Box 3374 Lacey, WA 98509-3374 ♦ (360) 412-1252

June 13, 2017

Re: Contract to Extend Water Main along Lake Saint Clair Drive SE

Dear Future Customers,

I have enclosed a contract for each of you to sign and return at your earliest convenience. We believe that there will be nine participants, with a future potential of four late-comers. As stated in the contract, when the contracts have been signed and returned, we will forward them to the Washington Utilities and Transportation Commission for their review. They will have up to 31 days to review the contract. Once the contract has been reviewed and hopefully approved, we will submit to each of you a bill for \$1,900.00 payable to Pattison Water Company. Please remit payment via check or money order. Credit/Debit Cards cannot be accepted.

We will commence construction of the line when all nine payments have been received. Construction will take approximately two weeks. Once the line has been tested and approved for use, each of you will be welcome to run your line to our meter. We will consult with you prior to construction regarding the location of the meter to serve your home. At that time, payment of \$1,856.00 for hook-up will be due unless you will be retaining your existing well for irrigation. If you will be retaining your well for irrigation, a double check valve assembly will need to be installed just after the meter. If you wish for us to install the double check valve assembly for you, the price for the hook-up and the assembly will be \$2,236.45. We will install a pressure reducer valve on all meters at *our* expense.

Those of you who live along Lake St. Clair Drive are welcome and encouraged to sign a single signature page on the contract, to simplify paper handling. We are assuming that those of you who live out of town will sign your contract individually. I am available to answer any questions that you may have via phone at 360-412-1252 or by e-mail at: office@pattisonwater.com. Most weekends I am available to meet in person, but I will be out of town the weekend of the 16th to the 18th of June.

Very truly yours,

A handwritten signature in black ink, appearing to read 'James S. Casebolt', with a long, sweeping underline that extends to the right.

James S. Casebolt
President

WATER SYSTEM EXTENSION AGREEMENT

THIS WATER SYSTEM EXTENSION AGREEMENT (the "Agreement") is entered into this 15 day of June, 2017, between PATTISON WATER COMPANY, a Washington corporation, hereinafter referred to as the "Owner," and CHARLENE WAHL, WILLIAM JENKS, PETER BRADY, MICHAEL AND CANDACE COLEMAN, TROY AND MELISSA DEMPSEY, KIMBERLY THOMAS AND CHANTEL WILSON, DANNY AND PATTY OEHLERICH, JOHN LABRANCHE and ANNE WAX AND SHOSHANAH BAIN, hereinafter referred to as individually as "Customer" and collectively as "Customers."

RECITALS

1. Customers desire to connect to Owner's water system.
2. Customers may desire to retain the existing well each Customer has for irrigation.
3. Owner's water system must be extended if Owner is to serve Customers.
4. Owner is willing to accommodate Customers' request to extend Owner's existing water main on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived, Owner and Customers agree as follows:

AGREEMENT

1. Owner agrees to extend its water system by constructing approximately one thousand two hundred sixty feet (1,260') of eight inch (8") PVC pipe with two fire hydrants, beginning at the southwest corner of 5830 Lake Saint Clair Dr. SE and ending at 5611 Lake Saint Clair Dr. SE (the "System Extension"). Installation of the service line from the meter to each Customer's home shall be at that Customer's sole cost and expense.
2. Prior to construction, each Customer shall contribute \$1,900.00 towards the cost of the System Extension. Each Customer shall also pay, prior to hook-up to the System Extension, the hook-up fee of \$656.00 and the facilities charge of \$1,200.00 pursuant to Owner's tariff Sheet Nos. 31 and 32, respectively. Payments shall be made to Pattison Water Company.
3. The System Extension will also benefit the following parcels: parcels with Tax Parcel ID Nos. 71800700000, 71800600000, 71800400000 and 71823800000 (the "Additional Property"). If at any time for a period of ten (10) years from the Effective Date of this Agreement (defined below) the owner of any parcel of the Additional Property applies for service from Owner, the owner of the Additional Property will be assessed a latecomer's fee equal to \$1,900.00, plus interest from the Effective Date (defined below) at the rate of eight percent (8%) simple interest calculated to the date of payment of the latecomer's fee.

Owner may charge an administrative fee of one hundred dollars (\$100.00) for the amounts collected for each latecomer's fee payable to Pattison Water Company, its heirs and assigns. The balance of each latecomer's fee shall be paid equally (on a prorata basis) to each Customer, or the successor-in-interest in the Property. The benefit of the latecomer's charge runs to the current owner of a parcel affected at the time the latecomer's payment is received and is not personal to each Customer.

Nothing in this Agreement shall be construed to impose any liability on Owner if a latecomer's fee is not collected. It is the Customers' (and each Customer's successors-in-interest) obligation to notify Owner if it appears that one or more parcels of the Additional Property appears to be readying for connection to the Main Extension.

4. As used in this Agreement the Effective Date is the date that the last of the following events occur:

Payment by the last Customer of all sums owed by Customers under this Agreement for the System Extension; or

Approval of this Agreement by the Washington Utilities and Transportation Commission (the "WUTC").

5. Nothing in this Agreement entitles Customer or Customer's successors or assigns to connect to Owner's water system except in accordance with the terms, conditions and charges under tariff filed with the WUTC, which terms and conditions include, but are not limited to, the ability to limit use of water for irrigation under conditions of high demand.
6. **Owner does not warrant delivery of any specific quantity of water, and Owner's standards and conditions are designed to produce only the minimum DOH standards in effect at the time of this Agreement. Such standards may not be sufficient for large lots or agricultural use.**
7. Each Customer shall hold Owner and its officers, agents, and employees, harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs, and expenses for or on account of injuries or damages sustained by any persons or property resulting from negligent activities or omissions of the Customer, its agents, employees, or on account of any unpaid wages or other remuneration for services; 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 activities or omissions of the Customer, its agent or employees, the Customer shall pay the same.
8. This Agreement is subject to prior approval of the WUTC and shall not take effect until thirty-one (31) days after filing with the WUTC, or if suspended by the WUTC, at such date as this Agreement is approved by the WUTC. WUTC approval is not warranted or guaranteed by Owner.
9. Customers desiring to retain their existing well to use for irrigation will be required to install an Approved Backflow Prevention Assembly before Customer will be allowed to connect to the Main Extension. Further information can be found in Schedule 12 beginning at Sheet No. 34 of Owner's tariff.

10. Miscellaneous.

- A. Jurisdiction. 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 Thurston County, Washington.
- B. Successors in Interest. This Agreement shall be binding upon and inure to the benefits of the successors, heirs, assigns and personal representatives of the parties.
- C. Execution of Counterpart. This Agreement will be executed separately or independently in any number of counterparts, each and all of which shall be deemed to have executed simultaneously and for all purposes be one Agreement.
- D. Construction. 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. Attorneys' Fees. In the event that any party hereto retains an attorney to enforce any of the provisions hereof, then the substantially 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. **Time. Time is expressly declared to be of the essence in this Agreement.**
- G. Survival. All of the obligations (except to be to the extent performed), warranties and representations in this Agreement shall survive the closing.
- H. 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 of the parties.
- I. Waiver. 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.
- J. Entire Agreement. This Agreement constitutes the entire Agreement among the parties, integrates the understanding of the parties, and supersedes and replaces any prior statements and representations, written or oral. Any prior written statements, written or oral, not contained herein are void and in no force or effect. This Agreement supersedes and cancels all prior obligations and negotiations, correspondence and communications between the parties with respect to the terms and conditions of this Agreement.

- K. Notices. Any notice provided for in this Agreement shall be deemed effective as 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 other such address as the parties may hereafter designate by notice given in the same manner:

To Owner:
Pattison Water Company
P.O. Box 3374
Lacey, WA 98509

To Customers:
Charlene Wahl
5641 Lake St. Clair Dr. SE
Olympia, WA 98513

William Jenks
2709 Lemons Beach Rd W
Tacoma, WA 98466

Peter Brady
5228 S Mason Ave
Tacoma, WA 98409

Michael and Candace Coleman
5633 Lake St. Clair Dr. SE
Olympia, WA 98513

Troy and Melissa Dempsey
1027 Ivy Ln
Cary, NC 27511

Kimberly Thomas and Chantel Wilson
5623 Lake St. Clair Dr. SE
Olympia, WA 98513

Danny and Patty Oehlerich
5621 Lake St. Clair Dr. SE
Olympia, WA 98513

John LaBranche
3429 Wagon Wheel St SE
Olympia, WA 98501

Anne Wax and Shoshanah Bain
5608 Lake St. Clair Dr. SE
Olympia, WA 98513

Entered into the date first set forth above.

OWNER:

PATTISON WATER COMPANY

By:


JIM CASEBOLT

Its: President

CUSTOMERS:

CHARLENE WAHL

WILLIAM JENKS

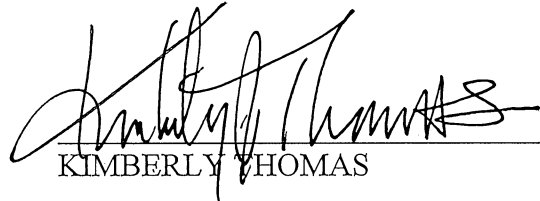
PETER BRADY

MICHAEL COLEMAN

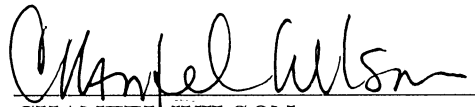
CANDACE COLEMAN

TROY DEMPSEY

MELISSA DEMPSEY



KIMBERLY THOMAS



CHANTEL WILSON

DANNY OEHLERICH

PATTY OEHLERICH

JOHN LABRANCHE

ANNE WAX

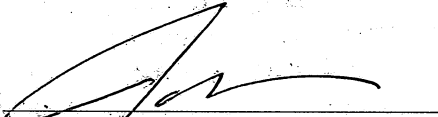
SHOSHANAH BAIN

Entered into the date first set forth above.

OWNER:

PATTISON WATER COMPANY

By:



JIM CASEBOLT

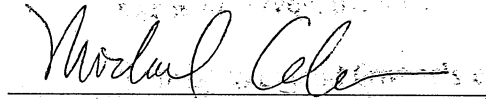
Its: President

CUSTOMERS:

CHARLENE WAHL

WILLIAM JENKS

PETER BRADY



MICHAEL COLEMAN


CANDACE COLEMAN

TROY DEMPSEY

MELISSA DEMPSEY

KIMBERLY THOMAS

CHANTEL WILSON

DANNY OEHLERICH

PATTY OEHLERICH

JOHN LABRANCHE

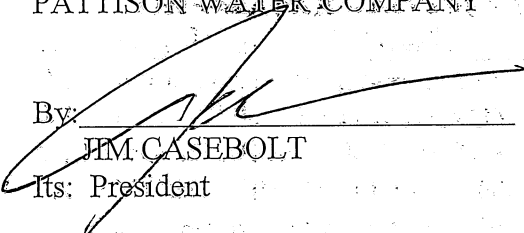
ANNE WAX

SHOSHANAH BAIN

Entered into the date first set forth above.

OWNER:

PATTISON WATER COMPANY

By: 
JIM CASEBOLT
Its: President

CUSTOMERS:

CHARLENE WAHL

WILLIAM JENKS

PETER BRADY

MICHAEL COLEMAN

CANDACE COLEMAN

TROY DEMPSEY

MELISSA DEMPSEY

KIMBERLY THOMAS

CHANTEL WILSON

DANNY OEHLERICH

PATTY OEHLERICH


JOHN LABRANCHE

ANNE WAX

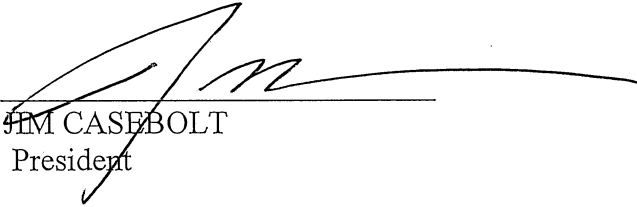
SHOSHANAH BAIN

Entered into the date first set forth above.

OWNER:

PATTISON WATER COMPANY

By:


JIM CASEBOLT
Its: President

CUSTOMERS:

CHARLENE WAHL

WILLIAM JENKS

PETER BRADY

MICHAEL COLEMAN

CANDACE COLEMAN

TROY DEMPSEY

MELISSA DEMPSEY

KIMBERLY THOMAS

CHANTEL WILSON



DANNY OEHLERICH



PATTY OEHLERICH

JOHN LABRANCHE



ANNE WAX



SHOSHANAH BAIN

Entered into the date first set forth above.

OWNER:

PATTISON WATER COMPANY

By: 

JIM CASEBOLT

Its: President

CUSTOMERS:


CHARLENE WAHL

WILLIAM JENKS

PETER BRADY

MICHAEL COLEMAN

CANDACE COLEMAN

TROY DEMPSEY

MELISSA DEMPSEY

KIMBERLY THOMAS

CHANTEL WILSON

DANNY OEHLERICH

PATTY OEHLERICH

JOHN LABRANCHE

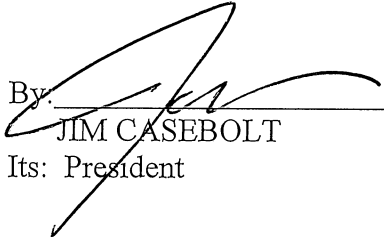
ANNE WAX

SHOSHANAH BAIN

Entered into the date first set forth above.

OWNER:

PATTISON WATER COMPANY

By: 
JIM CASEBOLT
Its: President

CUSTOMERS:

CHARLENE WAHL

William Jenks

WILLIAM JENKS

PETER BRADY

MICHAEL COLEMAN

CANDACE COLEMAN

TROY DEMPSEY

MELISSA DEMPSEY

KIMBERLY THOMAS

CHANTEL WILSON

DANNY OEHLERICH

PATTY OEHLERICH

JOHN LABRANCHE

ANNE WAX

SHOSHANAH BAIN