



200003130069

Kathy Hill, Skagit County Auditor

3/13/2000 Page 1 of 7 11:18:02AM

**Return Address**

Noretap

P.O. Box 3366

Arlington, WA 98223

**Document Title (s)** or transactions contained therein):

1. Bacus Hill Water Service Agreement

**Grantor**

1. Schweikert, Paul Jr.
2. Schweikert, Betty

**Grantee (s)**

1. Bacus Hill Water Corp.

**Legal Description**

Tract 5 of the Plat recorded under Auditor's file Number 8910230031 records of Skagit County, Washington.

**Property Address**

1. 29148 Outlook Lane, Sedro Woolley, WA 98284

**Reference Number**

1. None

**Tax account Numbers**

1. 350513-2-002-0100

BACUS HILL  
WATER SERVICE AGREEMENT

THIS AGREEMENT made this 14<sup>th</sup> day of April, 1999 by and between the undersigned CUSTOMER and the BACUS HILL WATER CORPORATION (hereinafter WATER COMPANY).

WHEREAS, the Water Company is the owner of a water system serving the initial water service area, hereinafter described, and the Customer is the owner of certain real property located at \_\_\_\_\_ within the initial water service area described herein and is desirous of water service all in accordance with the terms of this Agreement; and

WHEREAS THE INITIAL WATER SERVICE AREA to be served by the Water Company is described as:

See Attached Exhibit "A" by this reference fully incorporated herein.

NOW, THEREFORE, it is mutually agreed:

1. Water Service and Maintenance. The Water Company agrees to cause the water system to be maintained in accordance with the laws of the State of Washington subject to the terms of this Agreement and the rules and regulations of the Water Company. The Water Company agrees to make a diligent effort to maintain the system for regular service. It does not guarantee non-interruption of service. The service will occasionally be interrupted for emergency repairs, power failures, and other such interruptions.



The Water Company will have a maintenance contract for repairs and maintenance and will provide an emergency repair number which the Customer will call in the event the service is interrupted.

2. Water Service Charges. Customer shall pay a monthly water service charge referred to as a "maintenance fee". The maintenance fee is charged for repairs, water testing required by law, power, administrative and related operating expenses. The initial minimum fee is \$15.00 per month. On installation of meters, the minimum fee shall automatically increase to \$18.50 for the first 750 cubic feet of water plus \$.50 per 100 cubic feet over 750 cubic feet. The initial cost of the meter installation shall be the responsibility of the Customer and shall be included in the initial hook up assessment.

The rates herein set forth are subject to change. The Water Company may elect to charge rates as determined in RCW 80.04.010.

The Water Company does not maintain a reserve account for non-reoccurring expenses, and unanticipated costs, Federal or State taxes, capital expenditures and replacements such as pumps, costs incurred resulting from new State or County laws, ordinances or regulations, damage resulting from Acts of God; upgrading or testing requirements of DSHS or County, and other miscellaneous expenses. These shall be borne by the Customers pro rata as a special assessment or by rate increases at the election of the Water Company.

In order to maintain a reasonable and uniform rate for small systems there shall be a user and non-user rate charged. The non

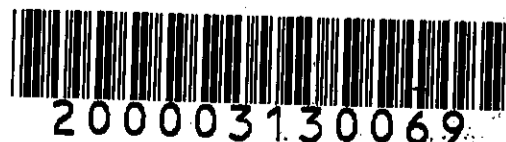


user rate shall be quoted by the Water Company upon request.

The hook up assessment is for one residential hook up to the system from the existing service box or meter box in the road easement. The Customer or Customers' builder shall be responsible to connect the residence to the service or meter after this Agreement has been executed by the Water Company and Customer.

Line Extensions. The hook up assessment is based upon and contemplates service to one single family residence and does not include the costs of extending the lines from the main road easement area where the service connections are located to Customer's residence. If an owner, customer or developer intends to short plat, construct a new road or otherwise request service to another residential site or residence, water service availability should be determined in advance. In the event of such a request, Customer shall provide the Water Company with a short plat or subdivision plan approved by the County showing the location of the access roads and locations to be served. The Customer shall also provide the Water Company with an easement in recordable form for the installation and maintenance of the water service line no less than 20 feet within the boundaries of the property to be served.

Line extension costs may include necessary off-site improvements such as additional water storage, engineering, booster pumps, etc. Water Company has a limited number of hook ups. Accordingly, the Customer should contact the Water Company in the early planning stages of future development in order that costs and



water/service availability may be determined.

3. Customer Responsibilities. The Customer is responsible to maintain the service line from the service or meter box to the residence including, but not limited to damage caused by freezing conditions. The Customer grants the Water Company a license to enter upon the property to make repairs in the event that the Customer does not or in the event of emergencies. The cost of such repairs, including reasonable labor, shall be the sole responsibility of the Customer and shall be due immediately upon billing. The parties agree that unless otherwise stated below, the water service is for one residential use. It is the responsibility of the Customers to use water sparingly for lawn sprinkling during very dry years. The Water Company reserves the right to regulate water usage during dry or other shortage periods for domestic use only.

The Customer shall be responsible for the cost of repair to broken or damaged Water Company mainlines or service connections caused by acts of Customer. No digging shall be allowed in the easement area where the Water Company maintains its properties without first contacting the Company for location of service facilities.

No Customer shall install any device in or on their property which will result in the contamination of the water in the mainline. In the event the Customer does install such a device, the Company may be required to install a "back flow" valve which expense shall be the sole responsibility of the Customer.



Customer shall be responsible for the charges, fees, damages resulting from the breach of any agreement or regulation of the Water Company by Customer's tenant or other occupant of Customer's property.

4. Disconnection Charges and Interest. In the event Customer is in default for a period of 30 days after notice of default and intent to terminate service, the Water Company shall charge a disconnection and reconnection charge of no less than \$200.00 or actual cost, whichever is higher. Interest shall be charged at the highest legal rate for delinquent payments of any kind owing to the Water Company. A payment shall be deemed delinquent 10 days after it is due and in the case of charges for which there is no regular established due date, the same shall be deemed delinquent 10 days after written demand for payment.

5. Disclaimers and Waivers. The Water Company does not provide fire flow and is hereby released by Customer from any liability for lack of sufficient water for fire protection purposes. The local fire district is the sole source of fire protection. (Local fire district #8 as of April 2, 1991 Phone #855-1616)

The Water Company makes no express or implied warranties except as provided in this Agreement.

The Water Company reserves the right to terminate service if the system should run at a loss for six months out of twelve consecutive months. In such event the Water Company shall give the Customers on the system 120 days' written notice that service will terminate.



6. Continuing Lien and Personal Obligation, Attorney Fees and Costs. All charges, fees and assessments are a continuing lien on the premises and may be foreclosed pursuant to RCW 60.04 on default. The parties agree that the provisions herein for the payment and collection of fees and assessments constitute covenants running with the land and further agree that they are the personal undertaking of the Customer and Customer's heirs, successors, tenants and assigns. The Customer shall pay all attorney fees and costs incurred by the Water Company in the enforcement of this Agreement and the collection of charges, fees and costs authorized by its' terms. The venue of any action to enforce the terms of this Agreement may be placed by the Water Company, at its' election, in the county where the system is located, the county where the Water Company maintains its' office, or the county where the customer resides.

This Agreement shall be binding on the heirs, successors and assigns of the parties. The covenants herein shall run with the land.

BACUS HILL WATER CORPORATION  
Washington corporation

a

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

MAR 8 2000

Amount Paid \$  
Skagit County Treasurer  
By: Deputy

By Ronald Shultz  
Ron Shultz, Its pres

By Pete Poeschel  
Pete Poeschel, Its Secy

CUSTOMER:

Paul Schweikert 4/1/99  
Betty Schweikert



200003130069

Kathy Hill, Skagit County Auditor