



200009220020

, Skagit County Auditor

9/22/2000 Page 1 of 2 9:27:03AM

Please Return To:

Public Utility District No. 1 of Skagit County
Post Office Box 1436, 1415 Freeway Drive
Mount Vernon, WA 98273

PIPELINE INSTALLATION AGREEMENT

This is an agreement between Don Gerrior, Owner of HANSEN'S FURNITURE ("Owner"), and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY ("District") regarding a water pipeline replacement to serve parcel numbers P26656, P26657 and P26658 more commonly referred to as 916 West Division, Mount Vernon, Washington. The parcel is located in the Southeast Quarter, of the Northwest Quarter, Section 19, Township 34 North, Range 4 East, W.M.

The Owner made a deposit in the amount of \$20,085.00 on June 9, 2000 for the District to install a two inch fire service, fire hydrant and 215 feet of 8-inch class 50 Ductile Iron pipe on Wall Street from West Division Street to Cosgrove Street. Due to the discovery of contaminated soils at the project, installation of the improvements was delayed. At the request of the owner, it was agreed to install a 2-inch fire sprinkler line and fire hydrant to allow occupancy of the building. This work was completed and charges to date are \$6,145.56. Additional repair of the street and sidewalk remain to be completed at an estimated cost of \$3,000.00.

Due to the probable length of time before the contaminated soils are removed and the pipeline can be installed, the Owner has requested the return of the remaining portion of the deposit not spent.

The District agrees to make an exception to its normal policy and to return the remaining deposit with the following conditions:

1. The District will return \$10,900.00 within 10 days of signing of this agreement. The remainder of the deposit not spent on repairs of the sidewalk and street will be refunded upon completion of repairs and final accounting, but no longer than 60 days from the date of signature on this agreement.
2. If the cleanup is completed within two (2) years of the date of this agreement, the Owner agrees to make a deposit in the amount necessary to replace the existing pipeline on Wall Street as indicated on the current construction map for the project. A new estimate of the cost will be made at the time it is determined the project will proceed.
3. The Owner agrees to abide by all the rules and regulations of the District. In the event of a dispute between the Owner and the District over the terms and conditions thereof or over any claims pursuant hereto the prevailing party shall be entitled to their attorney fees and costs. If action is taken by the District to collect the deposit, venue shall rest in Superior Court, Skagit County, Washington
4. This agreement shall remain with the land. The District shall record this agreement with the Auditor's Office of Skagit County. The District shall withdraw the agreement after the Owner has fulfilled his obligation as required by this agreement, or after the two years has elapsed and the agreement is null and void.

OWNER:

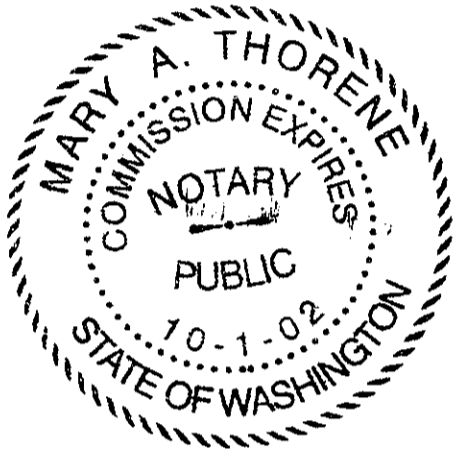
Don Gerrior
Don Gerrior, Owner
Hansen's Furniture

9-21-2000
Date

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Don Gerrior** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he was authorized to execute the instrument and acknowledged it as the **Owner of Hansen's Furniture** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 9-21-2000



Mary A. Thorene
Notary Public in and for the State Washington

My appointment expires: 10-01-02

DISTRICT:

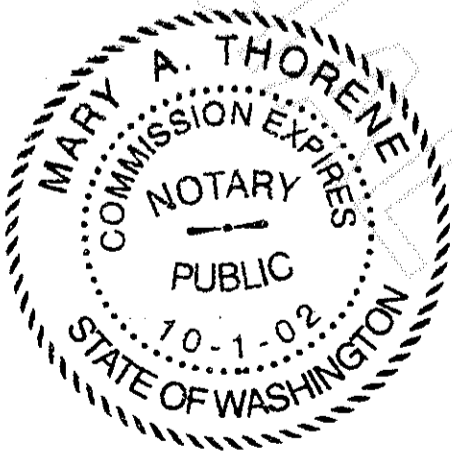
Kenneth K. Kukuk
Kenneth K. Kukuk, General Manager
Public Utility District No. 1 of Skagit County

9-22-2000
Date

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Kenneth K. Kukuk** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he was authorized to execute the instrument and acknowledged it as the **General Manager of Public Utility District No. 1 of Skagit County** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 9-21-00



Mary A. Thorene
Notary Public in and for the State Washington

My appointment expires: 10-01-02

