

Please Return To:
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
Post Office Box 1436
Mount Vernon WA 98273-1436


200205160006
Skagit County Auditor
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WATER SERVICE AGREEMENT

This is an Agreement between **LINDA J. MEADOWS and MARY C. KERNEL**, their successors or assigns, ("Owner") and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY** ("District") regarding water service to a parcel of land in Section 1, Township 36 North, Range 3 East, W.M. with a parcel number of P47556. The District agrees to provide water service to one residence or Equivalent Residential Unit (ERU) to the above-described property, under the following conditions:

1. The Owner, within 30 days from the signing of this agreement, will pay all current rates and fees, including a meter installation fee and System Development Fee based on the size of the meter. If payment is not received within this period this agreement will become null and void.
2. The meter will be located on the property's easement at the right of way line of Cimarron Lane in Skagit County as shown on Short Plat 97-0045 recorded under Auditors File No. 200006150094.
3. If parcel P47556 should be subdivided by the Owner and an additional meter(s) is required, a water pipeline extension to District standards will be required from Cimarron Lane to a location on the property to be determined at the time of the request. The meter located at the easement and right of way line of Cimarron Lane will be relocated to the property it serves and the new meter(s) will be installed on the property to be served. All costs to be borne by the Owner. The Owner will provide, if requested, an easement to the District through the property for a future water main at the time the property is subdivided.
4. The Owners agree to pay their proportionate share of a future water distribution pipeline(s) with appurtenances that fronts this referenced property on Shaw Road. The District will be the sole judge as to the proportionate share of costs required at the time of the improvements.
5. The Owner acknowledges that precautions should be taken in instances where aquatic life may come in contact with the District's water that contains specific disinfectants such as chlorine.
6. The Owner agrees to abide by all present and future rules and regulations of the District. In the event of a dispute between the Owners 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. Venue will be in Skagit County.
7. This Agreement shall remain with the land. The District shall record this Agreement with the Auditor's Office of Skagit County. At the time the property is developed and the above system improvements made, the District shall withdraw the Agreement after the Owner of the property at the time have fulfilled the obligations as required by this Agreement.

OWNER:

Linda J. Meadows
Linda J. Meadows

5-10-02
Date

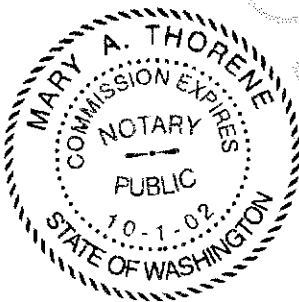
Mary C. Kernel
Mary C Kernel

5/10/02
Date

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know of have satisfactory evidence that **Linda J. Meadows** is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 5-10-02

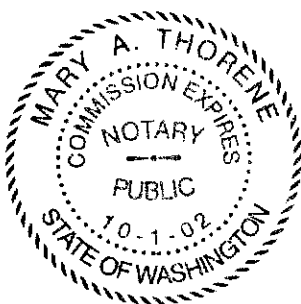


Mary A. Thorene
Notary Public in and for the State of Washington
My appointment expires: 10-1-02

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know of have satisfactory evidence that **Mary C. Kernel** is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 5-10-02



Mary A. Thorene
Notary Public in and for the State of Washington
My appointment expires: 10-1-02

PUD NO. 1 OF SKAGIT COUNTY:

Kenneth K. Kukuk
Kenneth K. Kukuk, General Manager

5-10-02
Date



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