

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



200606080060  
Skagit County Auditor

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## WATER SERVICE AGREEMENT

This is an agreement between **James R. Davenport** and **Julia R. Davenport** ("Owners") and Public Utility District No. 1 of Skagit County ("District") regarding water service to a parcel (**P30033**) described as that portion of the North ½ of Government lot 2, Section 5, Township 34 N, Range 5 E, W.M., lying North of the county road known as the Joe Johnson Road and West of the B.P.A right of way granted to the United States of America, under that certain instrument recorded under Auditor's File No. 397663; also commonly known as 11164 Morford Road, Sedro Woolley, Washington. The District agrees to provide a single domestic water service for one residence located on the above described property under the following conditions:

1. The Owners, at the time of request for service, will pay a meter installation fee based on the actual cost for the District to install the connection and System Development Fee based on the size of the meter.
2. The level of service will be less than the minimum standards for a common metered service for domestic water. The static water pressure at the meter location will be less than 25 psi from an interruptible source. To resolve this situation, the Owners may chose to install a modern pumping system which should include a pressure tank and low suction pressure shutoff to protect the pump. All maintenance and operation of this pumping system shall be the obligation of the Owners.
3. The Owners agree that they will not protest any future Local Utility District or pipeline extension on Morford Road. The Owners agree to pay their proportionate share of a future water distribution line that fronts this referenced property or its access on Morford Road, either by a normal refund agreement calculation, if a private individual extends the line, or their proportionate share in an assessment, if the extension is done by a Local Utility District.
4. The meter will be connected to the District transmission pipeline that crosses the Owners' property. When a distribution pipeline extension takes place on Morford Road, the meter will be relocated to the distribution pipeline. This will be done at the Owners' expense.
5. The Owners, and/or future owners agree to abide by all the rules and regulations of the District. In the event of 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.
6. This agreement shall remain with the land. The District shall record this agreement with the Assessor's Office of Skagit County. Should a water distribution pipeline be installed on Morford Road fronting the property access point or crossing the referenced property at a future date, the District shall withdraw the agreement after the Owners of the property at that time have fulfilled the obligations as required by this agreement.
7. If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of any adequate replacement.

James R. Davenport:

SIGNATURE

DATE

6-5-06

Julia R. Davenport:

SIGNATURE

Date

6-5-06

STATE OF WASHINGTON  
COUNTY OF SKAGIT

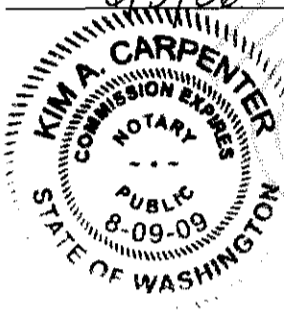
I certify that I know or have satisfactory evidence that **James R. Davenport** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 6/5/06

Kim A. Carpenter

Notary Public in and for the State of Washington

My appointment expires: 08/09/09



STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **Julia R. Davenport** 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: 6/5/06

Kim A. Carpenter

Notary Public in and for the State of Washington

My appointment expires: 08/09/09



**PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY:**

Kenneth K. Kukuk

Kenneth K. Kukuk, General Manager

6-5-06

Date



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