

**RETURN TO:**

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



201002030070  
Skagit County Auditor

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**WATER SERVICE AGREEMENT**

This Water Service Agreement (Agreement) is made this 29<sup>th</sup> day of JANUARY, 2010, between **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District", and **CF CENTRAL LLC, a Washington State Limited Liability Company**, their successors and assigns, hereinafter referred to as "Property Owner". Witnesseth:

WHEREAS, the Property Owner is the owner of certain lands and premises located in the South Half of the Northeast Quarter of Section 18, Township 33 North, Range 4 East, W.M. listed under Skagit County Assessor Tax Numbers 330418-1-009-0006 & 330418-1-007-0008, and Parcel ID Numbers **P16815 & P16813**, respectively, being approximately 32 acres in size, recorded as a single lot of record, located west of the Washington State Interstate 5 (I-5) Corridor, and more commonly known as 20356 Conway Frontage Road, Mount Vernon, Skagit County, Washington, and

WHEREAS, the existing residence on said lands and premises of the Property Owner currently receives domestic water from a "private waterline system" that also provides domestic water service to several other properties located along Cedardale Road on the east side of the I-5 corridor, and

WHEREAS, the District supplies water to this private waterline system through a master meter located on Cedardale Road approximately fifteen hundred feet (1,500') north of the Interstate 5/State Route 534 Interchange, where the private waterline system begins and extends northerly from said master meter, serving several properties along Cedardale Road, and crosses westerly under the I-5 corridor to the Conway Frontage Road where it ends at and serves said lands and premises of the Property Owner, being the only property located west of the I-5 corridor that is served by the private waterline system, and

WHEREAS, said Property Owner has had to make repairs to the private waterline crossing the I-5 corridor due to breaks during freezing weather in the past few years, and desires to disconnect from the private waterline system and connect directly to the District's water system on the west side of the I-5 Corridor, and

WHEREAS, the District currently owns and operates an 8-inch distribution water pipeline that extends northerly from the town of Conway along the Conway Frontage Road and ends near the southwest corner of said lands and premises of the Property Owner, and

WHEREAS, the Property Owner has stated that it is a monetary hardship for the Property Owner to be burdened with the cost of extending the District's existing 8-inch water pipeline along Conway Frontage Road north approximately 620 feet to a point 20 feet beyond the existing residence to be served, as is normally required by current District Water Policy pertaining to water main installation requirements, and

WHEREAS, the Property Owner has stated that the water service will continue to serve only the existing single family residence at the current level of use as currently being served through the private waterline system, while acknowledging that in addition to the single family residence there are other agricultural related businesses and practices being performed on the property which have an alternative source of water for their needs, and

WHEREAS, the District recognizes that the property owner is currently being served "indirectly" by the District via the private waterline system, yet is not considered by the District to be a typical customer, and is being billed by the District for their usage through a 5/8-inch water meter installed on the private waterline system at said lands and premises of the Property Owner, and

WHEREAS, relocation of the existing 5/8-inch water meter from the private waterline system to the District water system does not create an additional demand on the District system, and

WHEREAS, the abandonment of the existing private waterline crossing under I-5 would be a benefit to the public as a whole.

NOW, THEREFORE, the District agrees to make a unique exception to its standard water policy and relocate the existing 5/8-inch water meter from the private waterline system to the District owned water system near the southeast corner of said lands and premises of the Property Owner under the following conditions:

1. The Property Owner agrees to pay for all costs incurred and/or charged by the District that are associated with relocating the existing 5/8-inch water meter from the private waterline system to the District's water system on Conway Frontage Road.
2. The Property Owner agrees to be responsible for extending the single family residence's private service line from the existing water meter location to the proposed new water meter location and permanently abandon that portion of the private waterline system crossing I-5 to the District's satisfaction and allow the District to witness the abandonment on both sides of the I-5 corridor. The District is not responsible for the abandoned waterline.
3. The Property Owner agrees to forever cease receiving water from the "private waterline system".
4. The Property Owner agrees to install and to maintain a backflow prevention assembly(ies) approved for installation in Washington State on the domestic water service. The type and location of the assembly(ies) necessary will be determined by the District.
5. The Property Owner agrees that the water service covered in this agreement is for residential domestic purposes, to be used by the existing single family residence only, at its current level of usage as documented in the District's billing records for the property during the year 2009, where the average bi-monthly usage was thirty-six hundred cubic feet (36 ccf) of water. Change in use in whole or part shall not be permitted without written consent of the District.
6. In the event the property should be subdivided in any fashion, modifies the agreed use of the water service, or additional capacity or water service(s) is requested, the Property Owner agrees to adhere to any District requirements consistent with District Water Policy at that time; which at a minimum, per current District Water Policy would require the installation of an 8-inch ductile iron water main with appurtenances north along Conway Frontage Road to a point 20 feet beyond the furthest facility on the property that is being or is to be served, with all costs to be borne by the Property Owner.
7. Non compliance with this Agreement by the Property Owner shall constitute cancellation of use of the service.
8. The Property Owner agrees to abide by all present and future rules and regulations of the District. In the event of a dispute between the Property 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. Venue will be in Skagit County.
9. If any article or section of this Agreement should be held invalid by operation of law or by 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.
10. The District's offer as expressed in this Agreement will expire on March 1, 2010. A deposit of the District's estimated cost for the District's work as proposed must be provided prior to that date; otherwise, this Agreement shall be considered null and void.



11. This Agreement shall run with the land and bind all future successors and assigns. The District will record this Agreement with the Assessor's Office of Skagit County. The Property Owner further agrees to pay recording fees with the Skagit County Assessor's Office for this Agreement, and for any subsequent agreements to release or modify this Agreement.

In Witness Whereof, the Property Owner hereunto set their hand and seal this 29th day of JANUARY, 2010.

**CF CENTRAL LLC**

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

Elizabeth Mitchell  
Signature

David L. Johnson  
David L. Johnson, P.E., General Manager

Elizabeth Mitchell  
Print Name

Managing Member  
Print Title

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that ELIZABETH MITCHELL is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the MANAGING MEMBER of **CF CENTRAL LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 1/29/2010



Kim A. Carpenter  
Notary Public in and for the State of Washington

My appointment expires: 08/09/2013

STATE OF WASHINGTON  
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **David L. Johnson, P.E.** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that 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: 1/29/2010



Kim A. Carpenter  
Notary Public in and for the State of Washington

My appointment expires: 08/09/2013

