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Skagit County Auditor

12/7/2010 Page

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Please Return To:

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

WATER SERVICE CONTRACT

This Contract is entered into this 6th day of December, 2010, between Public Utility District No. 1 of Skagit County, hereinafter referred to as the "District" and **VICTOR L. BENSON AND LINDA C. BENSON**, husband and wife, or their successor or assigns, hereinafter referred to as the "Applicant" and **DAVE NEEDY** or his successor or assigns, hereinafter referred to as the "Customer".

The Applicant and Customer are entering into this Contract to secure a water service(s) for the property located at **20392 Benson Ridge Lane**, Mount Vernon, Washington. The construction of the residence located at the above address was allowed per building permit number BP 10-0134. The parcel is located in the NW 1/4 of Section 9, Township 33 N, Range 4 E, under Auditors File Number 200906100089, Parcel Number 128561. The District owns and operates a water distribution system near the location of the proposed service(s) and is willing to supply water to the Applicant and Customer under the following terms and conditions:

1. This single water service is for the single family residence, at address 20392 Benson Ridge Lane, located on lot number 4 of Saratoga Passage View C.A.R.D., Auditors File Number 200906100089, and is the only water service that will be allowed for PL 06-0107 prior to acceptance of the project by the District. This Agreement will remain in effect until all work necessary for a complete and functioning water system has been completed, tested, and accepted by the District.
2. Meter installation costs. The Applicant shall be responsible for paying all costs associated with installing water services to the water system as required by the District Water Policy Manual, Appendix A, Table A-8.
3. The cost of water shall be at the current water rate schedule at the time of each billing.
4. The District shall not be liable to the Applicant or the Applicant's agent(s) or the Customer for damages, breach of Contract, or for interruption of service or curtailment of supply for any cause. The Applicant and Customer shall hold the District harmless from any claim for damages by third parties, to the extent that the claim arises out of Applicant's or Customers negligence.
5. The Applicant and Customer agrees that if problems arise related to water system source capacity or hydraulics, water for irrigation or other non-domestic demands can be limited or discontinued. Water for irrigation is recommended during, and may be limited to, "off peak" hours of 10:00 p.m. to 5:00 a.m. each day, or such hours as the District may prescribe. The Applicant and Customer agrees to adhere to such limitations or recommendations as a condition of service.
6. The Applicant and Customer recognize that all water will contain chlorinous compounds which are dangerous to aquatic life. Depending on hydraulic flows within the distribution system, pH levels may exceed 10. The Applicant and Customer shall pursue, with reasonable diligence, the protection of aquatic life onsite and offsite of the Applicant's property and, upon failure to do so, shall hold the District harmless from any damages arising therefrom.
7. Water quality may vary in the future due to the result(s) of the Federal Safe Drinking Water Act or other requirements.
8. The Applicant and Customer agree to install and to maintain a backflow prevention assembly approved for installation in Washington State on all irrigation service(s) and on such other water service(s) as may be required by the District and State/federal health authorities. The type and model of assembly(ies) necessary must be approved by the District.
9. Compliance with this Contract shall be a condition of service through this meter(s) and shall be binding upon Applicant's and Customers successors or assigns. Increases in water volumes, meter sizes, meter quantities, and other material changes in water demand or ownership data shall be documented in a written amendment(s) to, or rewriting of, this Contract.
10. Applicant and/or Customers non-compliance with this Contract shall result in cancellation of service.

11. All or part of this Contract may be superseded, deleted, or enhanced by future District regulations.

This Contract and all disputes arising hereunder shall be governed by Washington State Law. Venue shall be in the Superior Court of the State of Washington for Skagit County. In any action hereon the prevailing party, in addition to other remedies, shall be entitled to actual costs and attorney fees.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract effective the day and year first above written.

VICTOR L. & LINDA C. BENSON:

Victor L. Benson by Bruce D Johnson P.O.A. Bruce D Johnson
Signature Print Title
Linda C Benson by Bruce D Johnson P.O.A. manager of Saratoga Passage
Signature Print Name

DAVE NEEDY:

Dave Needy 12-3-10 Customer
Signature Print Title
Dave Needy
Print Name

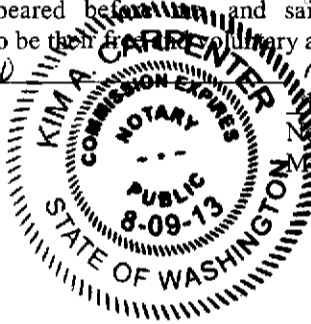
PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY:

Mark Fredlund
Mark Fredlund, Acting General Manager

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that VICTOR L. BENSON & LINDA C. BENSON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

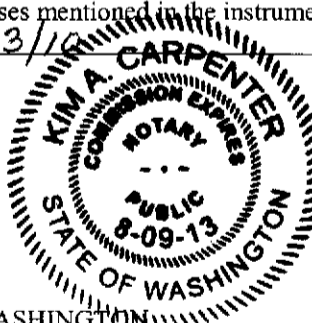
Date: 12/6/10
Notary Public in and for the State of Washington
My appointment expires: 08/9/2013
Kim A. Carpenter



STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that DAVE NEEDY 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: 12/3/10
Notary Public in and for the State of WASHINGTON
My appointment expires: 8/9/2013
Kim A. Carpenter



STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Mark Fredlund 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 Acting 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: 12/6/10
Notary Public in and for the State of Washington
My appointment expires: 08/9/2013
Kim A. Carpenter

