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Skagit County Auditor

RETURN ADDRESS:

PUBLIC UTILITY DISTRICT #1
1415 FREEWAY DRIVE
MOUNT VERNON, WA 98273

WATER SERVICE AGREEMENT

This agreement is made this 8th day of November 2024, between TWIN BRIDGES MARINA LLC, TWIN BRIDGES MARINE PARK LLC, AND TWIN BRIDGES MARINE BASIN LLC, hereinafter referred to as "Owner(s)" and PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, a Municipal Corporation, hereinafter referred to as "District", regarding water service connections to the following described property (the "Property"):

Skagit County Tax Parcel Numbers: P20279, P127531, and P127532

Lots 1, 2, and 3 of Twin Bridges Marina Division 1 BSP Recorded under AF #201512290013

District policy requires that each property shall have a separate water service, except that commercial facilities occupying multiple lots under a single ownership may be served by a common water meter upon approval by the District.

The Owners testify that the Property consists of three separate parcels and is currently under a single underlying or related ownership to facilitate the operation of an existing single commercial facility known as "Twin Bridges Marina". A single domestic water service and a single fire protection service currently serve the Property. At the Owner's request, the District agrees to continue to provide domestic water and fire protection service to the Property and this commercial facility through these two existing services under the following conditions:

1. The existing two-inch metered domestic water service and fire protection service at the Property are assigned by the District to 11071 Josh Green Lane (parcel P20279). On the condition of the terms of this agreement, these services are approved by the District to serve the commonly owned commercial facilities that also occupy parcels P127531 and P127532, as long as all three parcels are under a single underlying or related ownership to operate as a single commercial facility.
2. The existing fire service to the Property will be reconfigured by the District, at the District's expense, to provide water pressure similar to the source of supply at the existing intertie with the City of Anacortes. Water pressure supplied by the City of Anacortes is currently estimated to be 137 psi. This reconfiguration is anticipated to consist of new piping to bypass a pressure-reducing valve that reduces water pressure to the remainder of the District's distribution system in this area. This water service can be utilized by the Owners in any additional development on the Property as long as the Property remains under the existing underlying or related ownership to operate a single commercial facility.

3. If either of parcels P127531 or P127532 is sold in its entirety, or subdivided and sold, to a buyer unrelated to the existing ownership of parcel P20279, legal water service from the District will be terminated at the parcel that has changed ownership. To obtain either domestic or fire protection service to either parcel P127531 or P127532 when either parcel is sold, new separate fire and domestic services will need to be established at each sold property by the owners at the standard costs and fees in effect at the time the service is requested. In the event that either parcel P127531 or P127532 are sold in their entirety to a buyer unrelated to the existing ownership of P20279, the District does not commit to or guarantee fire protection service above 70 pounds per square inch (psi) to either of those properties that are sold and requiring a separate service.
4. This agreement does not prohibit transfer of ownership units within the Property for purposes of estate or financial planning, nor does it prohibit the sale of the entire Property to another party, so long as the Property continues to operate as a single business entity.
5. Piping from the existing fire protection service assigned to parcel P20279 also currently extends to 11075 Josh Green Lane (parcel P133016), which is under a different ownership. The Owners agree to maintain a recorded agreement with the owner of parcel P133016 that establishes responsibility for the fire service and is acceptable to the District. Such acceptance by the District will not be unreasonably withheld.
6. Approval of future and/or additional water service requests are dependent on water availability at the time of inquiry, and requirements for water system improvements. Water system improvements are the responsibility of the applicant.
7. This agreement shall remain with the land. The Owners shall record this agreement against the Property with the Assessor's Office of Skagit County and return the original to the District.

The Owners and the District agree to the terms and intent of this agreement. All other provisions of the District's water policy remain in full force.

OWNERS:

William J. Youngsman
PRINT NAME

Owner
TITLE

William J. Youngsman
SIGNATURE
11/8/24
DATE

WILLIAM J. YOUNGSMAN
PRINT NAME

OWNER
TITLE

William J. Youngsman
SIGNATURE
11/8/24
DATE

STATE OF WASHINGTON
COUNTY OF SKAGIT

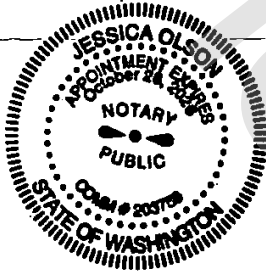
I certify that I know or have satisfactory evidence that William Youngsman
are the persons who appeared before me, and said persons acknowledged that he and she signed this
instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned
in the instrument.

Date: 11/8/24

(Signature) [Signature]
Notary Public in and for the State of Washington

(Printed Name) Jessica Olson

My appointment expires: 10/30/2026



PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY:

[Signature]
Signature

General Manager
Print Title

George Sidhu
Print Name

STATE OF WASHINGTON
COUNTY OF SKAGIT

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

Date: 11/12/24

(Signature) [Signature]
Notary Public in and for the State of Washington

(Printed Name) Shannon Patiño

My appointment expires: March 1, 2026

