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Document Title:

AGREEMENT
WATER SHARE CONTRACT

Reference Number :

Grantor(s):

additional grantor names on page ____

1. HUMPHREY HILL WATER ASSOCIATION
2. MARK CORNETT

Grantee(s):

additional grantee names on page ____

1. BROWN , BROWN , STOUT
- 2.

Abbreviated legal description:

full legal on page(s) ____

RANGE 4E , TOWNSHIP 36N , SECTION 29 , Q4

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ____

P 50326

**HUMPHREY HILL WATER SYSTEM
WATER USERS AGREEMENT**

Humphrey Hill Water System
4415 San Juan Ave.
Anacortes, WA. 98221

This agreement is entered into this 15th day of May, 1997 by and between the Humphrey Hill water system and MIKE BROWN property owner to service water to property located at address 14415 FREYWAY DRIVE, legal description ----- tax parcel # R550226 Humphrey Hill Water System will collect a hookup fee of \$3,000.00 which is payable within 30 days of the date of this agreement. In addition a monthly maintenance and operation fee of \$20 will be collected on a quarterly basis.

THE PARTIES AGREE:

1.) Public Utility District No. 1 of Skagit county, whose address is 1415 Freeway Drive, P.O. Box 1436, Mt. vernon Wa 98273-1436, acts both as an adjacent water purveyor to the Satellite Water System (under which authority it will be referred to as "SMA". The District is authorized to provide SMA services to the Satellite Water System under WAC 246-295 and the Skagit County Coordinated Water System Plan Regional Supplement.

2.) The Humphrey Hill Water System, hereinafter referred to as the Satellite Water System (SWS) is, collectively, the owner and persons provided water service by a water source and distribution system that is independent of and unconnected to another water system. The SWS's primary point of contact and address for correspondence, system information and billing purposes is :

Mark Cornett
4415 San Juan Ave.
Anacortes, WA. 98221
Phone (360) 293-0523
Ceilular (360)708-4581

Terms:

The following terms are mutually agreed upon by the SMA and the SWS

1. The SWS shall:

- a. construct, own and operate a stand-alone (satellite) public water system to service six properties.
- b. construct the water system to meet or exceed Skagit County and Washington State Health Department standards.
- c. complete any water quality testing of the source as required by the WAC 246-291-330 and Skagit County Health Dept.
- d. perform water quality testing per the testing schedule established by the Skagit County Health Department (Attachment B) and provide a copy of each test report to the SMA within 15 days of receipt of the test results. If water quality test results are unsatisfactory, the SWS shall allow the SMS to perform water quality testing per the fee schedule established by the SMA (Attachment C) :
- e. prepare and maintain its own records and reports as required by state and local government agencies;
- f. pay an annual administrative fee to the SMA per Attachment C, due each calendar year not later than January 31;



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g. provide an updated list of the current water customers to the SMA with each annual administrative fee;

h. notify the SMA in writing not less than 30 days prior to connecting any additional services (beyond eight) to the SWS, to allow the SMA to review the expansion with the local Health Authority.

i. record this Water Users Agreement and the Satellite service agreement with each property to be served by the SWS, ensuring the Agreement does not lapse upon potential sale of any of the affected lots. As each property in the plat is sold, The SWS shall ensure that the Water Users Agreement and the Satellite Service Agreement are amended to include the signature of new owner (s).

Duration. The Water Users Agreement and Satellite Service Agreement shall remain in full force and effect until water service is transferred from the SWS's water system to District water service and the SWS public water system is disconnected and abandoned, at which time this Agreement shall become Null and Void.

Maintenance-

Each party to this Water Users Agreement agrees that they shall equally share the maintenance and operational costs of the well and water system herein described. The water system shall establish and maintain a reserve account at a Banking institution, this account will accumulate funds from monthly dues. Financing of improvements and maintenance for the water system shall come from this account. If additional funding is required prior to adequate funds being collected through monthly Billings, The owner of the system will make a written formal request to all property owners.

Maintenance and Repair of Pipelines-

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe Material used in repairs shall meet approval of the Health Department. Cost of repairing or maintaining common distribution pipelines shall be born equally by all parties to this agreement. Each party to this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property.

Provisions For Continuation of Water Service-

The Humphrey Hill Water System and the property owners serviced by the system agree to maintain a continuous flow of water from the well and water system, herein described in accordance with public water supply requirements of the State of Washington and Skagit county. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, The property owners shall develop a new source of water. Prior to development of, or connection to a New Source of Water, the parties shall obtain written approval from the Skagit County Health Department. Each property owner serviced by the water system shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

Humphrey Hill Water System

Date: 5-1-97

Mark Cornett
Mark Cornett
Owner

Mike Brown 5/1/97
Property Owner



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* ADDENDUM

MR Mc BB INITIALS

PARCEL SERVED IS P50326 WITH HOUSE. MIKE BROWN, BEND BROWN AND MARK CORNETT WILL PROVIDE LABOR TO CONNECT AT END OF EXIST MAIN AND CONTINUE MAIN TO P50326 WHEN OWNERS ARE READY TO CONNECT. HUMPHREY HILL WATER SYSTEM WILL PROVIDE MATERIAL AND TRENCH FOR INSTALLATION.