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Skagit County Auditor

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Filed for Record at Request of:

PACIFIC N.W. TITLE  
2150 N. 107th St., #500  
SEATTLE, WA 98133

LAND TITLE OF SKAGIT COUNTY

121241.PW

**WATER USERS EASEMENT & MAINTENANCE AGREEMENT**

Donna Mixon (Supplier), the owner of that certain property upon which the domestic well water system is located, the property described as:

Lot 1 of Skagit County Short Plat No. 90-86, as approved March 21, 1991, and recorded in Volume 9 of Short Plats at page 336, which property is located in Section 5, Township 36 N, Range 4 E.W.M.

Tax Parcel #P99200

Auditor's File #9103260028

The well is located 110 feet East and 130 Feet North of the SW corner of Lot 1 of Short Plat No. 90-86

and

Jennifer TaylorMixon and Blake TaylorMixon (Supplied), the owners of that property benefited by receipt of a supply of water from the above listed property; the benefited property is described as:

Lot 2 of Skagit County Short Plat No. 90-86, as approved March 21, 1991, and recorded in Volume 9 of Short Plats at page 336, which property is located in Section 5, Township 36 N, Range 4 E.W.M.

Tax Parcel #P48885

Auditor's File #9103260028

Each parcel shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes. The name of the water system is: Fun-on-the-Farm Water System. These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof. The parties to this well sharing agreement grant easements and will perform and agree to the following:

- 1) Permit well water sampling and testing by a responsible local authority at any time at the request of any party.
- 2) Corrective measures must be implemented if testing reveals a significant water quality deficiency.
- 3) Water service to the "supplied" property will continue even if the "supplying" property has no further need for the shared well system. "Supplied" property owners will assume all costs for their continuing water supply.
- 4) Well water usage by any party is only permitted for bona fide domestic water purposes. No other use is permitted.
- 5) The water system currently complies with the following requirements and connection of any additional living unit to the shared well system requires:
- a. The consent of all parties,
  - b. Appropriate amendment of the agreement, and
  - c. Compliance with the following:

Be capable of providing a continuing supply of water to involved dwelling units so that each existing property simultaneously will be assured at least three gallons per minute (five gallons per minute for proposed construction) over a continuous four-hour period. (The well itself may have a lesser yield if pressurized storage is provided in an amount that will make 720 gallons of water available to each connected existing dwelling or 1,200 gallons of water available to each proposed dwelling during a continuous four-hour period. The shared well system yield should be demonstrated by a certified pumping test or other means acceptable to all agreeing parties.)

Provide safe and potable water. This may be evidenced by a letter from the health authority having jurisdiction or, in the absence of local health department standards, by a certified water quality analysis demonstrating that the well water complies with the U. S. Environmental Protection Agency's National Interim Primary Drinking Water Regulations, as set forth in CFR 40, Subpart B, Section 141.11.

Have a valve on each dwelling service line as it leaves the well so that water may be shut off to each served dwelling without interrupting service to other properties.

Serve no more than four living units or properties. If more than four properties will be served by one well, one of the ownership and organizational alternatives identified in HUD 4075.12 Rev., paragraph 3b, shall be implemented instead of a shared well agreement.

6) Any party is prohibited from locating or relocating any element of an individual sewage disposal system within 50 feet (100 feet for proposed construction) of the shared well.

7) By this agreement, an easement is established for all elements of the system, assuring access and necessary working space for system operation, maintenance, replacement, improvement, inspection, and testing.



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- 8) No party may install landscaping or improvements that will impair use of the easements.
- 9) Any removal and replacement of pre-existing site improvements, necessary for system operation, maintenance, replacement, improvement, inspection or testing, will be at the cost of their owner, except that costs to remove and replace common boundary fencing or walls shall be shared equally between or among parties.
- 10) Any party has the right to act to correct an emergency situation in the absence on-site of the other parties. An emergency situation shall be defined as failure of any shared portion of the system to deliver water upon demand.
- 11) This agreement may be amended to assure equitable readjustment of shared costs when there may be significant changes in well pump energy rates or the occupancy or use of an involved property.
- 12) Consent of a majority of all parties is required for cost sharing, except in emergency situations, before actions are taken for system maintenance, replacement or improvement.
- 13) Any necessary replacement or improvement of a system element(s) will at a minimum restore original system performance.
- 14) Cost sharing will be an equal contribution from each parcel for:
- a. The energy supply for the well pump;
  - b. System maintenance including repairs, testing, inspection and disinfection;
  - c. System component replacement due to wear, obsolescence, incrustation or corrosion; and
  - d. System improvement to increase the service life of material or component, to restore well yield, or to provide necessary system protection.
- 15) No party shall be responsible for unilaterally incurred shared well debts of another party, except for correction of emergency situations. Emergency situation correction costs shall be equally shared.
- 16) Each party is responsible for:
- a. Prompt repair of any detected leak in his water service line or plumbing system;
  - b. Repair costs to correct system damage caused by a resident or guest at his property; and
  - c. Necessary repair or replacement of the service line connecting the system to his/her dwelling.
- 17) There shall be equal sharing of repair costs for system damage caused by persons other than a resident or guest at a property sharing the well.
- 18) There shall be equal sharing of costs for abandoning all or part of the shared system so that contamination of ground water or other hazards will be avoided.
- 19) Prompt collection from all parties and prompt payment of system operation, maintenance, replacement, or improvement costs is required. Payment is due 30 days from notice of costs.





## NOTICE TO FUTURE PROPERTY OWNERS

This property is served by a public water system which is subject to the provisions of Chapter 246-291 WAC. This system may also be subject to other state and local regulations. The system owner is responsible for maintaining this system in compliance.

The name of this system is: Fun-On-The-Farm Water System.

The State Department of Health and local health departments share administration of the drinking water regulations. Therefore, when the term "department" is used, it refers to whichever agency regulates this particular system. You can contact the local health department to find out which agency is applicable.

This water system is designed to provide for 2 services. Additional planning and design approvals must be obtained from the department prior to expanding beyond this number of services. Please note that the design flow standards account for domestic use and watering of a typical lawn and garden space only. The design assumes that all residences will be equipped with ultra low flow plumbing fixtures and that all users will keep conservation in mind whenever they use this system. Additionally, if system-wide water use exceeds 5,000 gallons per day or if the total property being irrigated by the system exceeds ½ acre, a water right permit must be obtained from the Department of Ecology.

Public water systems are subject to on-going requirements. These include periodic water quality monitoring, system maintenance and various record-keeping. Prior to purchasing this property, it is recommended that you contact the department to determine whether this system is in compliance with applicable regulations. Fees may be charged by the department for providing various services.

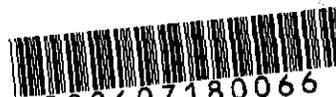
The department maintains current information on this system to expedite retrieval of information for your use or for lending institutions which require information on the system as part of their loan approval process. Each time information changes, such as a change in the number of homes connected to the system, a change in owner/operator name, address or phone number, etc., the owner of your system must submit an updated *Water Facilities Report Form* to the department.

Group B public water systems are not required to have back-up facilities to cover power outages or other system failures. Contact the system owner for information regarding the reliability of this system.

This system has not been granted one or more waivers from specific provisions of the regulations.

A Declaration of Covenant was filed to protect the well from contamination (100-foot radius).

Current information on operating costs is available from the system owners.



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