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Skagit County Auditor

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WATER USERS AGREEMENT FOR WISEMAN TWO PARTY WATER SYSTEM

Herbert M. Wiseman

Nancy J. Wiseman

OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed by the owners of Lots 2 and Lots 3 of Short Plat # 04-0757 that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well and water system. Each party 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.

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COST OF MAINTENANCE OF WATER SYSTEM

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described. The expense of water quality sampling as required by the State of Washington and Skagit County shall be shared equally by both parties. As well as electrical costs for operation of well house as agreed by each party.

EASEMENT OF WELL SITE AND PUMPHOUSE

There shall be an easements for the purpose of maintaining or repairing the well, waterline, and appurtenances. Said easement shall allow the installation and maintenance of well house, pump, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system. The description of the easement has been recorded on the Plat # 04-0757

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 Skagit County Health officer. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in 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. Water pipelines shall not be installed within 10 feet of a septic tank or within 10 feet of sewage disposal drainfield lines.

PROHIBITED PRACTICES

The parties herein, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drainfields, sewerlines, underground storage tanks, county or state roads, railroad tracks, vehicles, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemicals storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Skagit County Department of Health and/or other appropriate governmental agency.

WATER SYSTEM PURVEYOR

Morris Wiseman is designated "Purveyor" of the water system until said property is sold at which time a property owner will be designated as new Purveyor of the system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Skagit County Rules and Regulations and handling emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. The purveyor shall organize and maintain the water system records and notify the Health Officer and all parties, service connections and lots that are included in this agreement, of the water quality tests that are required by WAC 246-291 and Skagit County Rules and Regulations. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

PROVISIONS FOR CONTINUATION OF WATER SERVICE

The parties 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 parties 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 Health Officer. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment with the new source.

RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other person, properties or dwelling without prior consent of both properties and written approval from the Skagit County Department of Public Health.

HEIRS, SUCCESSORS AND ASSIGNS

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.

ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forth-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of 18% per annum together with all collection fees.



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WITNESS Jodi Rose hand this 3rd day of Dec, 2007.

Nancy M. Wiseman
Signature

Nancy M. Wiseman
Signature

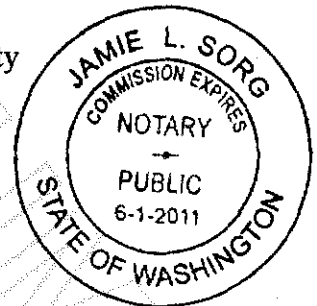
State of Washington
County of Skagit

I, the undersigned, a Notary Public in and for the above named County and State, do hereby, certify that on this 3rd day of December, 2007, personally appeared before me to me known to be the individuals described in and who executed the within instrument, and acknowledge that he(she)(they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes herein mentioned.

GIVEN under my hand and official seal the day and year last above written

Jamie L. Sorg
Notary Public in and for the State of Washington, residing at Skagit County

My commission expires: 6-1-2011



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