



200810090003

Skagit County Auditor

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NOTICE TO FUTURE PROPERTY OWNERS

This property is served by a public water system which is subject to the provisions of Chapter 246-291 Washington Administrative Code (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 Group B public water system is the Schnabel Water System.

P31481

This water system is designed to provide for 2 residential services (one residence each with the current addresses of 5144 S. Shore Drive, Anacortes and 5152 S. Shore Drive, Anacortes). Additional planning and design approvals must be obtained from the department prior to expanding beyond this number of services or to additionally provide water to an accessory dwelling unit that has both a kitchen and bathroom. This water system has been shared since 1973 and when approved as a Group B Public Water System by the Skagit County Public Health Department in October 2008 the design of the system was not reviewed for adequacy of volume/capacity or equipment (pressure tanks, well pump, pipe specifications, etc).

The well for this water system is located on Guemes Island within one-half mile of the shoreline. All groundwater supplies on Guemes Island come from a sole-source aquifer. The Skagit County Public Health Department recommends that the pump rate for this water system well be limited to 5.0 gallons per minute or less if the water supply chloride level remains less than 25 parts per million (and less than 5.0 gpm if the chloride level rise to 25 ppm or greater). Also, it is recommended that water conservation measures be taken by both property owners to reduce the risk of seawater intrusion into this well.

If water use from this system's well exceeds 5000 gallons per day or if the total property being irrigated by the system exceeds 1/2 acre, a water right permit must be obtained from the Department of Ecology.

Both the Washington State Department of Health and the Skagit County Public Health Department maintain 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 either department.

Public water systems are subject to on-going requirements as required in Chapters 246-290 and 246-291 Washington Administrative Code. These include periodic water quality monitoring, system maintenance and various record keeping requirements. Prior to purchasing this property, it is recommended that you contact either department to determine whether this system is in compliance with applicable regulations. Fees may be charged by either department for providing various services.

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.

Current information on costs to operate this system is available from the system owner.

The department recommends ownership and/or operation by a state-approved satellite management agency.

WITNESS _____ hand this 7th day of October,
2008

Randolph E. Schnabel (Seal)

Gary R. Garrett (Seal)

Grantor(s)

State of Washington)
County of King)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 7th day of October, 2008, personally appeared before me Gary Garrett and Randolph Schnabel to me known to be the individual described in and who executed the within instrument, and acknowledge that ~~he~~ (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Kristine L. Kerschner
Notary Public in and for the State of Washington, residing at Seattle, King Co
My Commission Expires: 8/22/09



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A G R E E M E N T

THIS AGREEMENT, made this day by and between WILLIAM A. KAUZLARICH and JUDITH E. KAUZLARICH, husband and wife, of P. O. Box 546, Anacortes, Skagit County, Washington, parties of the first part and hereinafter referred to as Kauzlarich, and SVERRE ARESTAD and MARGARET ARESTAD, husband and wife, of Route 1, Box 335, Anacortes, Skagit County, Washington, parties of the second part and hereinafter referred to as Arestad, WITNESSETH:

For and in consideration of the mutual covenants, conditions and agreements herein contained, the parties hereto agree as follows:

1. Kauzlarich has caused to be developed a drilled, 195 feet deep well, located 80 feet east and 64 feet south of the northwest corner of the following described property:

That portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12), and of Tract "F" of "Referee's Plat of Lot 1 Sec 13 etc.", all in Township Thirty-five (35) North, Range One (1) East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of said Section Twelve (12) which is 1179.53 feet East of the Southwest corner of said Section; thence North 65.00 feet to the true point of beginning of this description; thence continuing North 588.53 feet; thence N 89° 47' 30" W, parallel with the South line of said Section Twelve (12) 123.5 feet, more or less, to a line that is parallel with and 240.83 feet West of the East line of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section; thence South 0° 15' East parallel with the East line of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 653.53 feet to the South line of said Section; thence East 20.83 feet, more or less, to the Northwest corner of Tract F of the Referee's Plat in Skagit County Superior Court Cause No. 657; thence North 65.00 feet; thence S 89° 47' 30" E, parallel with the South line of said Section Twelve (12), a distance of 100.00 feet to the true point of beginning. EXCEPT County Road along the North side of said premises.

ALSO an easement for road purposes over and across the North 20 feet of the East 25 feet of the following described property: The Westerly 80 feet of the Easterly 155 feet of Subdivision "E" of the Referee's plat of the S $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11; Lot 1, Section 13, and Lots 1 and 2, Section 14, Township 35 North, Range 1 E.W.M., situated in Skagit County, Washington.

And the North 20 feet of the following described property:

That portion of Government Lot 1 in Section 13, Township 35 North, Range 1 E.W.M., described as follows: The East 75 feet of Subdivision "E" of Referee's Plat of the S $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 11; Lot 1, Section 13, and Lots 1 and 2, Section 14, Township 35 North, Range 1 E.W.M.



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TELEPHONE 293-2922

1 2. The cost to Kauzlarich for the development of the well is
2 as follows:

3 \$ 18.38 to Guemes Sand & Gravel for land clearing;
4 2,083.33 to Whidbey Well Drillers;
5 200.80 to City Electric Service;
6 765.99 to Bob's Pumps;

7 totaling \$3,068.50.

8 3. Arestad is in need of water for domestic purposes, and
9 coincident with the date of this agreement has paid to Kauzlarich
10 the sum of \$1,022.83, representing one-third of the cost of
11 development of the well. Kauzlarich agrees to allow Arestad to
12 take up to one-third of whatever water supply is available at the
13 well hereinabove mentioned, said supply to be used for interior
14 domestic purposes only, for one principal dwelling only; provided,
15 that Arestad may install and use one outside standpipe for washing
16 of foods for domestic use. Arestad understands that Kauzlarich
17 makes no representations or warranties of whatsoever nature as to
18 quantity, quality or potability of the water Arestad secures from
19 the well.

20 4. Kauzlarich agrees to allow Arestad, at Arestad's expense,
21 to install a pipe running from the well, southwesterly and
22 southerly and principally along the east line of the real estate
23 hereinabove described, so as to ultimately provide water to the
24 Arestad premises. All work shall be done pursuant to Kauzlarich
25 specifications and under Kauzlarich supervision. Kauzlarich will
26 make no charge to Arestad for the crossing of the Kauzlarich
27 property by the Arestad pipe; provided, however, it is understood
28 and agreed that Arestad has installed T's in the pipe pursuant to
29 Kauzlarich supervision and specifications and for Kauzlarich use
30 in utilizing water out of the pipe in the future, at locations
31 designated by Kauzlarich.

32 5. Over and above the money paid Kauzlarich by Arestad for the
33 development of the well, Arestad agrees to pay to Kauzlarich upon
34 demand the sum of \$50.00, to be placed in a maintenance and re-
35 placement fund, for keeping the well, pump, appurtenant tanks and
36 piping in the well in good maintenance and repaid and in good
37 operating condition. Said fund shall be maintained in a local bank
38 with the signatures of Kauzlarich and Arestad, either signature being
39 sufficient to withdraw funds. It is understood and agreed that
40 both parties shall generally agree as to utilization of said fund,
41 but in the event maintenance, repairs or replacements are required
42 in the absence of either party, then the other may proceed with the
43 necessary work and make withdrawals as required to pay for the same.
44 Arestad acknowledges that the payment of the \$50.00 herein is not
45 an annual or other periodic payment, and agrees upon demand in the
46 future, at such time as the maintenance and replacement fund
47 becomes depleted, to make other contributions pursuant to and in
48 compliance with request of Kauzlarich, it being understood and
49 agreed that Arestad's share of the water from the well and
50 Arestad's share of the maintenance and replacement fund is intended
51 to be one-third of the water supply and one-third of the maintenance
52 and replacement fund and general cost of keeping the well in good
53 operating condition.

54 6. Upon Kauzlarich exhibiting utility charges directly
55 attributable to the well, Arestad agrees to pay said charges
56 punctually, and the whole of said charges, until such time as
57 the improvements which may be erected by Kauzlarich on the
58 premises are used for permanent residence purposes, it being

59 ATTORNEY AT LAW
60 913 SEVENTH STREET
61 ANACORTES, WASHINGTON 98221
62 TELEPHONE 293-2922



1 understood and agreed that at this date Arestad will be the sole user
2 of water from the well, and that the utility charges will be divided
3 in the future by the number of permanent residences using the well
4 water. In the event, for any reason, that the present well
5 equipment is insufficient to adequately supply three outlets,
6 Arestad agrees to pay one-third of the cost of any replacement of
7 storage tank, piping, pump and/or other appurtenances that are
8 required to provide adequate supply.

9
10 7. In the event a dispute should arise between the parties as
11 to the amount of water consumed by any party entitled to use the
12 same, it is understood and agreed between Kauzlarich and Arestad
13 that each sharing user will pay his proportionate share, based on
14 his right to the use of water, for installation of appropriate
15 metering devices, so that consumption by each user can be definitely
16 controlled and measured.

17
18 8. In the event that Arestad at any time desires to relinquish
19 his right to take water from the well, upon thirty (30) days written
20 notice provided Kauzlarich, Kauzlarich agrees to pay to Arestad,
21 in cash, without interest, Arestad's original investment in the
22 cost of the establishment of the well, exclusive of any share in
23 the maintenance and replacement fund, whereupon Kauzlarich shall take
24 such action as is necessary to close off the water supply to Arestad
25 from the well, and Arestad will relinquish any and all right to
26 the pipeline outside of the confines of the Arestad property to
27 Kauzlarich. Any prepaid share of Arestad in the maintenance and
28 replacement fund shall be pro-rated.

29
30 9. The benefits and responsibilities of this agreement shall
31 inure to and be binding upon the parties hereto, their heirs,
32 executors, administrators and assigns; provided, that Arestad
shall not assign his interest in this agreement without the
written consent of Kauzlarich.

10
11 10. In the event Arestad shall fail within thirty (30) days
12 of demand by Kauzlarich to pay his pro-rata share of the mainten-
13 ance and replacement fund, or to pay utility charges before
14 delinquency, or in the event of any violation of this agreement
15 by Arestad, his heirs, executors, administrator or assigns,
16 Kauzlarich may at his option, upon thirty (30) days written notice
17 delivered to Arestad, permanently cut off any further supply of
18 water to Arestad from the well herein described, without liability
19 of whatsoever nature to Arestad for so doing.

20
21 Dated and executed this 14th day of April, 1973.

22
23 Sverre Arestad

24
25 Margaret C. Arestad

26
27 William A. Kauzlarich

28
29 Judith E. Kauzlarich



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