



200812030007  
Skagit County Auditor

12/3/2008 Page 1 of 4 9:37AM

**Return To:**

Summit Engineers & Surveyors, Inc.  
2218 Old Highway 99 South Road  
Mount Vernon, WA 98273

**TWO CONNECTION RESIDENTIAL GROUP B PUBLIC WATER SYSTEM  
COVENANT**

Parcel 1- <i>P128090</i>	Site address 1-
Parcel 2- <i>P49572</i>	Site address 2-

*NW1/4 S20. T36N. R4E*

**PUBLIC SYSTEM *TOM STUDEBAKER (GRANTOR)***

This property is served by a public water system, Studebaker Public System, with the ID# \_\_\_\_\_, which is subject to the requirement in Chapter 246-291 Washington Administrative Code and Chapter 12.48 Skagit County Code. The system purveyor is responsible for maintaining this system in compliance with these regulations.

Chapter 246-291-030 (3) WAC allows the Skagit County Public Health Department, at its discretion, to reduce the design requirements for two connection residential public water systems. Skagit County has approved this system based on water quality and quantity data provided by the owner, but did not review or approve the design or construction of this system.

**WATER SYSTEM PURVEYOR REQUIREMENTS**

The purveyor of the water system is the person listed as the "primary contact" person on the Water Facilities Inventory Form (provided by the Washington State Department of Health). The purveyor is responsible for ensuring submission of all necessary water samples as required in the Chapter 246-291 WAC and properly addressing emergencies such as system shutdown, repair and bacteria contamination. The purveyor is required to provide his/her name, address and telephone number to the Skagit County Public Health Department. The purveyor is required to organize and maintain the water system records. The purveyor must make all water system records available for review and inspection both property owners in this agreement. Prior to purchasing one of these two properties, it is recommended that the proposed purchaser contact the Skagit County Public Health Department to determine whether this system is in compliance with applicable regulations.

#### **EXAMPT WELL AND SKAGIT IN-STREAM FLOW REQUIREMENTS**

The Department of Ecology has not issued a Water Right Permit for this well. The purveyor is required to adhere to the requirements in RCW 90.44.050 and is not allowed to pump more than 5,000 gallons per day from this well and can not use water from this well to irrigate more than ½ acre of land in total without a Water Right Permit issued by the Department of Ecology.

#### **WATER SYSTEM OWNERSHIP AND EQUAL FINANCIAL BURDEN**

It is agreed by the parties 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 to be constructed. 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 purpose.

#### **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 Skagit County shall be shared equally by both parties. The parties shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds in the reserve account shall be utilized for the sole purpose of submitting water sample for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment or appurtenance thereto.

#### **EASEMENT OF WELL SITE AND PUMPHOUSE**

There shall be an easement for the purpose of maintaining or repairing the well and appurtenance thereto, within 30 feet of the well site in any direction. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

#### **WATER LINE EASEMENTS**

Attachment A shows the location of water lines, the pumphouse and other held-in-common components of the water system. Building permanent structures on the water line easements is prohibited except as needed for the operation of the well and water system.

#### **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. 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.

#### **WELL SANITARY CONTROL AREA**

The parties herein, their heir, 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 two or more connections, anything that may contaminated the well. Perpetual adherence to the minimum well location and sanitary control area requirements stated in WAC 173-160 for individual water systems is required.



200812030007

Skagit County Auditor

12/3/2008 Page

2 of

4 9:37AM

**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 of water from the well becomes unsatisfactory as determined by the Skagit County Public Health Department, 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 Skagit County Public Health Department. This system not required to have back-up facilities to cover power outages or other system failures. Contact the system purveyor for information regarding the reliabilities for this system.

**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 persons, properties or dwelling other than one residence on each of the two properties without prior consent of both property owners and written approval from Skagit County Public Health Department.

**RENTERS**

If either residence is rented the property owner will provide a copy of this notice to the renter.

**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.

**SYSTEM DISSOLUTION**

If a dispute arises between the users which cannot be resolved, they may dissolve this water user's agreement and develop a second water system so that each of the two properties is served by their own individual water systems. In this case, the second well may be drilled in the designated reserve well site. If the public system is dissolved, the property owners are required to promptly notify the Skagit County Health Department of dissolution.

WITNESS Jon K. Stadelach hand \_\_\_\_\_ this 5 day of

Nov, 20 08



200812030007

Skagit County Auditor

12/3/2008 Page

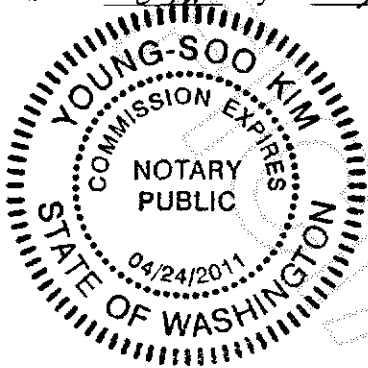
3 of

4 9:37AM

STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence Thomas K. Studebaker signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the owner to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 6th day of November, 2008.



Young-Soo Kim  
NOTARY PUBLIC in and for the State of  
Washington residing at: Mount Vernon  
Print Name: Young-Soo Kim  
My appointment expires: 4/24/2011



200812030007  
Skagit County Auditor

12/3/2008 Page 4 of 4 9:37AM