



200901300129

Skagit County Auditor

1/30/2009 Page

1 of

12:11:45AM

Document Title: Water Use Agreement and Water Line
Easement for Group B Public Water Supply

Reference Number:

Grantor(s):

☐ additional grantor names on page ____

1. Jonathan C. Gamsen

2. Ellen C. Gamsen

Grantee(s):

☐ additional grantee names on page ____

1. Jonathan C. Gamsen

2. Ellen C. Gamsen

Abbreviated legal description:

☒ full legal on page(s) 2.

1) Lot 7, Cultus Mtn. Tracts Skagit Co, portion of NW 1/4 of the SW
1/4 of Sect. 2, T. 33 N., R. 4 E., W. 1 N
2) portion of the S 1/2 of the W 1/2 of the NW 1/4 of the SW 1/2
of Sect. 2, Twp. 33, Range 4

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

1) P16229, 2) P16222

I, Ellen C. Gamsen, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$42.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Ellen C. Gamsen Dated 1/30/09

Jonathan and Ellen Gamson

18519 Chanterelle Lane

Mount Vernon, WA 98274

**WATER USE AGREEMENT AND WATER LINE EASEMENT AND FOR
GROUP B PUBLIC WATER SUPPLY**

Reference Number(s) of related documents

Declaration of Covenant Public Water
Supply: 200812090061

Additional Reference #'s on page _____

Grantor(s) (Last, First, and Middle Initial)

Gamson, Jonathan C.

Gamson, Ellen C.

Additional grantors on page #'s _____

**Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range,
quarter/quarter)**

Lot 7, Cultus Mountain Tracts, Skagit County, in a portion of the NW ¼ of the
SW ¼ of Section 2, T. 33 N., R 4 E., W.M.

And

A portion of the S ½ of the West ½ of the NE ¼ of the SW ¼ of Section 2, Twp.
33, Range 4.

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

P16229, P16222

Additional parcel #'s on page _____

water easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 30 2009

Amount Paid \$ *0*
By *nam* Skagit Co. Treasurer Deputy



200901300129

Skagit County Auditor

WATER SYSTEM NAME: Devil's Mountain Water System

WATER SYSTEM STATE IDENTIFICATION NUMBER (if assigned) _____

Parties:

This Agreement made and entered into this 24th day of January, 2009, by Jonathan C. Gamson and Ellen C. Gamson, Husband and Wife, hereinafter referred to as Gamsons.

WITNESSETH

Legal Description

This public water system supplies the following lots and is subject to all Washington State and Skagit County rules and regulations pertaining to public water supply systems:

Lot 1 designated as Skagit County Parcel Number 16229, being Lot 7, Cultus Mountain Tracts, Skagit County, in a portion of the NW ¼ of the SW ¼ of Section 2, T. 33 N., R 4 E., W.M.

Lot 2 designated as Skagit County Parcel Number 16222, being a portion of the S ½ of the West ½ of the NE ¼ of the SW ¼ of Section 2, Twp. 33, Range 4.

Purpose of Agreement:

Whereas the parties hereto desire to enter into an Agreement to provide for the operation, ownership, financial viability, and maintenance of a water source and water distribution system, in accordance with the laws of the State of Washington and the Rules and Regulations as established by the Skagit County Health Department, for and on behalf of the above legally described property.

NOW, THEREFORE, in consideration of Mutual Covenants hereinafter contained and Mutual Benefits derived in each of the parties hereto, it is agreed as follows:

1. Ownership of Water System:

It is agreed by the parties hereto that the ownership of Lots 1 and 2 shall be granted an undivided one-half (½) interest in and to the use of the well and water system to be constructed as described herein. 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 use.

2. Construction Costs/Connections:

The owner(s) of the above described property at their own expense shall equally share in the cost incurred in the provision of a water source and distribution system, including, but not limited to, water source site approval, water source construction, initial well water quality tests, design of the water system for approval of the Health Officer for the Skagit Co. Health Department and/or the Washington State Health Department, and construction and/or installation of the waterworks



equipment, the pump house and water distribution pipes, to furnish a reasonable supply of water for domestic purposes to the property lines of each legally created building lot within the above property served.

The owner(s) hereto covenant and agree that they shall equally share all of the maintenance and operational costs of the water source and water system including any Skagit Co. Health Department and/or the Washington State Health Department fees. The expense of water quality sampling as required by the State of Washington and Skagit County shall be shared equally by the owner(s). The owner(s) shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each owner 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 following purposes: submitting water samples for quality analysis; inspection, database maintenance, and other Skagit County or Washington State fees; and maintaining, repairing or replacing the water source and common waterworks equipment or appurtenances thereto. These costs shall be calculated using the "Financial Viability Worksheet" in Guideline for Group B Public Water System Approval, Section II, part E.

3. Water System Site Location:

The water system site shall be located as follows:

An area with a radius of 100', with the centerpoint/wellhead located approximately 130' east of Chanterelle Lane and approximately 750' south of Amick Road, on Skagit county P16229.

4. Additional Connections:

No additional parties shall be served by the water system without approval from the Health Officer for the Skagit County.

5. Irrigation:

The owners or users of this water system (as a group) *shall not* have the right to utilize the water from this system for irrigation purposes of more than ½ acre of land or 5,000 gallons of water per day or for any other purpose which utilizes more water than that normally required for domestic use (750 gallons per day), unless it is so specified in this Agreement. If irrigation is allowed and there are periods of low water flow or high demand periods, irrigation may be curtailed to protect the water source. The readings from the Total Source Water Meter are to be kept for at least three (3) years for review as required by the owners and the Washington State Department of Health or the Skagit County Health Department.

6. Conservation Measures:

It is agreed that all users of this system shall adhere to a water conservation program. This program consists of the following conservation measures:

low water volume flush toilets, water flow restrictors, high efficiency washing machines



7. Total Source Water Meter Readings:

Monthly readings of the totalizing source meter are to be taken and recorded in written form. These readings are to be kept with the records of operation related to the water system.

8. Owner(s)' and Users' Responsibility:

If the quantity or quality of the water produced by the system becomes unsatisfactory as defined by WAC 246-291, the owners shall:

A) Develop or obtain a new source which provides the highest quality supply feasible along with at least the minimum quantity flow required by the Washington State Group B Guidelines, Appendix II, Part F. Prior to development of or connection to a new source of water, the parties shall obtain written approval from the Health Officer for the Skagit County Health Department.

In the case of water quality problems only:

B) Provide finished water quality that meets WAC 246-291 through treatment methods acceptable to the Skagit County Health Department, Title 12, and WAC 246-291.

The owner(s) will not connect any portion or segment of this water system with any other water source without prior written approval of the Skagit County Health Department and/or other appropriate governmental agencies.

Each individual Water User shall be responsible for the maintenance, repair and/or replacement, of the pipe supplying water from the common water distribution piping to their own particular dwelling and property.

The owner(s) can make reasonable regulations for the operation of the system as long as the regulations do not violate this Agreement or state or local codes.

• Purveyor¹ Selection:

The owners of the above lots shall jointly select a water purveyor to operate and manage the water system, and act as a contact person for the Health Officer for the Skagit County Health Department. Should said owners fail to agree on the selection of a water purveyor, the owner who has held an ownership interest for the longest period of time shall become the water purveyor.

In the event the contact person designated herein is changed, the system owner(s) shall select a person for the responsibility, and notify the Skagit County Health Department of the new person's name, address, and telephone number. Additionally, on an annual basis, the purveyor's name, address and telephone number shall be provided to the Skagit County Health Department.

In addition, the purveyor shall provide his or her name, address, and telephone number to all consumers and shall respond to all consumer concerns and service complaints in a timely manner.

¹ For the purpose of this Agreement, the terms "purveyor" and "manager" are synony



10. Specific Manager (Purveyor) Responsibilities:

A) Routine Water Sampling:

The Purveyor or water system manager as selected in Section # 9 above shall regularly perform the following water sampling:

1. A bacteriological test once every year, or more frequently if required by the Skagit County Health Department.
2. A nitrate test once every three years, or more frequently if required.
3. Other tests at a frequency determined by the health department.

B) Follow-up Sampling:

The purveyor shall collect follow-up samples as necessary following unsatisfactory sample results to confirm an MCL (Maximum Contaminant Level) violation.

1. If a bacteria test finds coliform present, a repeat sample shall be taken and tested. If the repeat sample finds coliform present, an MCL violation is confirmed.
2. If a test finds nitrate levels above the MCL level for nitrate, a repeat sample shall be taken and tested. If the average of the original and repeat samples exceeds the MCL, then an MCL violation is confirmed.

C) Sampling Notification:

The system purveyor shall notify the Skagit County Health Department and all system users of sample results. If a water quality sample exceeds any **primary MCLs**, the purveyor shall notify the Skagit County Health Department per the following requirements or per any subsequent regulations replacing WAC 246-291 or Skagit County regulations.

1. Notify the Skagit County Health Department: within 10 days of notification by the laboratory if coliform is found in a sample; by the end of the business day in which the owner(s) is notified by the laboratory, or as soon as possible, if fecal coliform is found in a sample; by the end of the next business day after a coliform MCL violation is determined.
2. Notify the water system users in writing within 14 days of the violation. The notification shall be: a clear, concise, and simple explanation of the violation; a discussion of the potential adverse health effects and any segments of the population that may be at higher risk; a list of the steps the owner(s) has taken or is planning to take to remedy the situation; a list of the steps the consumer should take, including advice on seeking an alternative water supply if necessary; a list of the owner(s) and manager's names and phone numbers; and, multilingual when appropriate.



When a secondary MCL violation occurs, the owner shall ensure that the Skagit County Health Department is notified and that action is taken as directed by the department.

D) Follow-up any confirmed MCL violations with the following actions:

In addition to notifying the Skagit County Health Department and system users of the MCL violation, the manager shall:

1. Attempt to identify the cause of the contamination,
 2. Take further action as directed by the Skagit County Health Department.
- E) Submit copies of all water quality sampling along with the appropriate database maintenance fees to the Skagit County Health Department.
- F) Ensure that all water system users observe the protective radius around the water source in accordance with Skagit County Board of Health regulations and the "Source Protection" section of this Agreement.
- G) Provide for routine maintenance of the physical components (pumps, pressure tanks, valves, reservoirs, common water lines, and other equipment) of the water system.

The water system shall be maintained so as to provide an adequate quantity and quality of water in a reliable and continuous manner. The purveyor shall provide an adequate, reliable, and well maintained water system either him (her) self, through another party using the system, or by contract with a water system maintenance company, and will ensure that:

1. The water system is constructed, operated and maintained to protect against failures. This shall include, but not be limited to, the maintenance of common pipelines in the water system so that there will be no leakage, seepage, or other defects which may cause contamination of the water or injury/damage to persons or property.
 2. The water source, treatment process, water storage facilities and distribution system are under the manager's strict control.
 3. All pipe material used in repairs shall meet the approval of the Health Officer for the Skagit County Health Department.
 4. Scheduled maintenance of the pump and water system is performed.
 5. Water users are notified when the system is to be shut down for maintenance. The system shall not be shut down for more than 24 hours for repairs and routine work.
- H) Collect sufficient funds and/or water supply revenues from system users to cover the cost of sampling, Skagit County Health Department fees, and water system and source maintenance and repairs.
- (See "Financial Viability" section of this Agreement for details.)



I) Recordkeeping:

The following records are to be kept on file with the purveyor, and available for inspection upon request by the Skagit County Health Department and all parties to this Agreement:

1. Records of all bacteriological and turbidity analyses of the water source. Records are to be kept for five years.
2. Records of chemical analysis, including nitrate tests, of the water source. Records are to be kept as long as the system is in operation.
3. Other records of operations and analyses required by the department. Records are to be kept for three years.

Note: All records kept under 1, 2, and 3 above shall bear the signature of the owner of the water system or his or her representative.

4. Records of action taken by the system to correct violations of primary drinking water regulations and copies of public notifications. Records are to be kept for three years after the last action taken with respect to the particular violation involved.
5. Copies of any written reports, summaries or communications relating to comprehensive system evaluations (CSEs) conducted by system personnel, by a consultant or by any local, state, or federal agency including CSE reports performed by the Skagit County Health Department. CSE records shall be kept for ten years after completion of the CSC involved.
6. Where applicable, records of operation and analysis shall include: daily chlorine residual, water treatment plant performance (including type of chemicals used and quantity, amount of water treated and results of analyses), daily turbidity, monthly water use readings from totalizing source meters, other information as specified by the Skagit County Health Department, Washington State Department of Health, and/or the Washington State Department of Ecology.
7. Protection of the water system from contamination due to cross-connections including working with local authorities to eliminate or control potential cross connections in a manner acceptable to the WA State Department of Health, Skagit County Health Department, and other local authorities. Additionally, when an existing cross connection poses a potential health or system hazard, the owner shall shut off water service to the premises until the cross-connection has been eliminated or controlled by the installation of a proper backflow prevention assembly. Such assembly shall be approved by the WA State Department of Health and tested in a manner prescribed by the WA State Department of Health in WAC 246-290-490 and any applicable local authorities.

J) Notification of Changes:

The purveyor shall notify the Health Officer for the Skagit County Health Department of



changes to the system, including parties with usage rights to the system, any alterations to the system, water use data as requested, and any other information as requested. In addition, the purveyor shall provide a WFI (Water Facilities Inventory Report) to WA State Department of Health and Skagit County Health Department at least once every three years and within 30 days of any change in name, group, ownership or responsibility of the water system. The purveyor may wish to contact Skagit County Health Department for assistance with completing the WFI.

K) Emergencies:

The system purveyor shall be responsible for handling system emergencies.

11. Ownership transfer:

Upon transfer of ownership of the real property associated with this Group B water system, the new owner shall provide written notification to the Health Officer for the Skagit County Health Department as soon as possible, and not later than 2 weeks after the property title is transferred (closing). The current purveyor (responsible party) shall inform and train new owners regarding the operation of the water system.

12. Service Line Easements:

This Agreement establishes (an) easement(s) for the right to install, maintain, replace, and repair a water pipeline over, under, and across a 10 foot strip of ground, the center line of which is described as follows:

Beginning at the above described well site; thence east on a line as measured parallel to the south line of Lot 1, parcel number 16229, a distance of approximately two hundred (200) feet to the west property line of Lot 2 parcel number 16222.

Additionally, the following shall be an easement for the purposes of maintaining and/or repairing the well appurtenances thereto. Said easement shall allow for the installation of a well house, pumps, storage tanks, and anything necessary for the operation of said system.

A 30 foot radius of the well site as herein described and around the well house.

The following shall be an easement for electrical transmission and/or distribution lines for the water source.

Beginning at the above described well site; thence east on a line as measured parallel to the south line of Lot 1, parcel number 16229, a distance of approximately two hundred (200) feet to the west property line of Lot 2 parcel number 16222.

No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.



13. Source Protection:

The Grantor(s) agree(s) and covenant(s) that said grantor(s), his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within a horizontal distance of one hundred feet of the water source herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination including, but not limited to, the following:

- A) Septic tanks, drain fields, cesspools, privies, pressure effluent pipes, building sewers, sewers, and any other receptacle for the storage, conveyance, treatment, or disposal of sewage;
- B) Underground storage tanks and fuel storage tanks;
- C) Public Road rights-of-way, railroad tracks, easements for power utility or gas lines, and vehicles(except for individual residential power or gas lines for service);
- D) Building foundations and structures including houses, and garages;
- E) Manure piles or manure or other lagoons;
- F) Animal feeding stations, barns, chicken houses, loafing sheds, rabbit hutches, dog kennels, pig pens, or other enclosures for the keeping or maintenance of fowl or animals (either partial or completely within the 100 foot radius);
- G) The storage of liquid or dry chemicals, herbicides, or insecticides or the use or application of liquid or dry chemicals, herbicides or insecticides on or around household or any other structure foundations;
- H) Hazardous wastes or garbage of any kind or description and hazardous waste sites;
- I) Storm water facilities, and surface water; and
- J) Sanitary and abandoned landfills (not to be located within 1000 feet).

14. Water Line Protection:

It is agreed that water pipelines shall not be installed within 10 feet of a septic tank or within 10 feet of sewage disposal drainfield lines.

15. Water Service Termination:

The owner(s) of this water system shall not end water utility operations without providing written notice to all customers and Skagit County Health Department at least on year prior to termination of service.



16. Financial Viability:

The water system is to be maintained so as to be financially viable. The purveyor shall collect sufficient funds and routine water supply revenues from system users to cover the cost of:

- A) Sampling;
- B) Skagit County Health Department fees including any inspection and database maintenance costs;
- C) Materials;
- D) Supplies and repairs;
- E) Taxes and assessments;
- F) Insurance;
- G) System replacement costs;
- H) 10% contingency reserves;
- I) Other costs listed in the "Financial (Viability) Worksheet" from "Guideline for Group B Public Water System Approval" Section II, Part E.

Each Water User shall pay a prorated share of the operation and maintenance costs of the water system. The owner(s) may adopt reasonable monthly charges for water usage necessary to provide an adequate and dependable water supply. Such charges are to be based on normal utility rates or those mutually agreed upon by the parties to the system.

17. Satellite Management

All parties to this Agreement or their heirs, successors, or assigns agree that this water system will be operated and/or owned by a Washington State Department of Health approved Satellite Management Agency when available if such management or ownership can be made with reasonable economy and efficiency. In the interim, we agree to a periodic review of the system's operational history by the Skagit County Health Department to determine its ability to meet the Chapter 246-291 WAC Financial Viability and other operating requirements.

18. Non-conforming Parties:

If any party to this Agreement or their heirs, successors, or assigns fails to comply with the terms of this Agreement, including non-payment of water bills, within 45 days of the due date, the remaining parties and/or the Management Authority for the water system may cause corrective action to be taken. Corrective action may include:

- A) A lien against the lot in which the non-complying party has an ownership interest.
- B) Termination of water service with additional charges for disconnect and reconnect.
- C) Assessment of charges for attorney fees, disconnection, and reconnection, etc.
Parties not conforming with the provisions of this Agreement shall be subject to interest charges of 8% per annum together with all collection fees.



19. Amendments:

This Agreement may be amended by the owners of the water system as allowed by current laws, rules and regulations and with approval of the Skagit County Health Department. Such amendment must be signed and notarized by all those amending this Agreement.

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 thereof, and it shall pass to and be for the benefit of each owner thereof.

DATED this 26th day of January, 2009.


Jonathan C. Gamson


Ellen C. Gamson

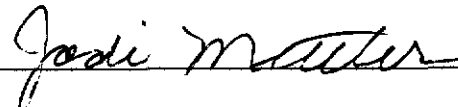
STATE OF WASHINGTON)

COUNTY OF SKAGIT)

ss.

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 26th day of January, 2009, personally appeared before me Jonathan C. Gamson and Ellen C. Gamson, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary acts and deeds, for the uses and purposes therein mentioned.

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


Jodi Mettler

Notary Public in and for the State of Washington,
residing at Burlington WA,
My commission expires: Jul. 17, 2009

FILING:

Skagit County Auditor's Office
700 S. 2nd Street
Mount Vernon, WA 98273

