



201006300142  
Skagit County Auditor

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

**NOTICE TO FUTURE PROPERTY OWNERS**

Parcel 1-P49466 Jonathan Eiton	Site address 1-Colony Road, Bow, WA
Parcel 2-P49470 Aaron Hartvigsen	Site address 2-Colony Road, Bow, WA

NWNE & SWNE Pth 19-36-4 Chicago Title 630006388  
and 630006389

**PUBLIC SYSTEM**

This property is served by a public water system, ( H&E Water System ) public system, with the ID# AC374H, which is subject to the requirements 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.

**EXEMPT 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 1/2 acre of land in total without a Water Right Permit issued by the Department of Ecology. The well

is located in the Skagit River Basin, therefore the purveyor is required to install and maintain a water source meter and shall provide an annual report of monthly water use data to the Skagit County Public Health Department.

#### **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 purposes.

#### **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 samples 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 appurtenances 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**

Elton grants Hartvigsen an easement for the use and purpose of conveying water from the well to the property of Hartvigsen. Said easement shall be twenty (20) feet in width and shall extend on, over, across and underneath said strip of land from designated well site to common point as referred to. The centerline of said twenty (20) foot strip of land shall be from the existing well on P#49466 directly in a straight line to the east and proceed south to the closest point of property known as P#49470. 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.

#### **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 borne 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 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 two or more connections, anything that may contaminate 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.



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**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 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 is not required to have back-up facilities to cover power outages or other system failures. Contact the system purveyor for information regarding the reliability of 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 dwellings 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.



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**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 alternative well site. If the public system is dissolved, the property owners are required to promptly notify the Skagit County Public Health Department of the dissolution.

WITNESS \_\_\_\_\_ in hand this 28<sup>th</sup> day of June, 2010.

[Signature] Grantor  
[Signature] Grantor

State of Washington  
County of Skagit

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certified that on this 28<sup>th</sup> day of June, 2010, personally appeared before me Aaron Hartvigsen and Jonathan Elton to me known to be the individual described in and who executed the within instrument, and acknowledged that s/he (they) signed and sealed the same as their free and voluntary act and deed, for the use and purposes therein mentioned.

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

Marcia J. Jennings

Notary Public in and for the State of Washington, residing at Sedro Woolley  
Marcia J. Jennings  
(SEAL or STAMP)

My Commission Expires:  
10/15/2012

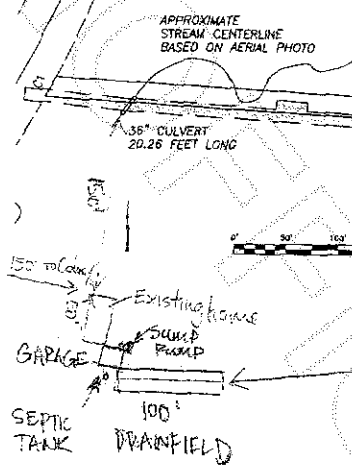


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LOT 1  
SP 137-79

200



APPROXIMATE LIMIT OF TREES

P4478

WELL PROTECTION ZONE

WELL TAG ID # APA 910

WELL

WATER EXHAUSTION

Constant Pressure Pump Controller & inline pressure tank to be located at Northern house as shown on Typical Installation.

300cc meter will be provided for each Connection

ALTERNATIVE WELL LOCATION



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