



201101030227

Skagit County Auditor

NOTICE TO FUTURE PROPERTY OWNERS
TWO CONNECTION RESIDENTIAL GROUP B PUBLIC WATER SYSTEM
Dahlstedt Road Water System ID# AC630 M

| | |
|---|--|
| Parcel 1- P36798 | Site address 1- 20893 DAHLSTEDT ROAD |
| Parcel 2- P36797 S2SESE 16-35-4 | Site address 2- 20831 DAHLSTEDT ROAD James Batterberry |

PUBLIC SYSTEM

These properties are served by the public water system, Dahlstedt Road Water System ID #AC630 M.

WATER SYSTEM REQUIREMENTS

This system is subject to the requirements in Chapter 246-291 Washington Administrative Code and Chapter 12.48 Skagit County Code. The system owners are responsible for maintaining this system in compliance with the regulations. Requirements include periodic water quality monitoring, system maintenance and record keeping. Prior to purchasing one of these two properties, it is recommended that the proposed purchaser contact the Skagit County Public Health Department to determine the compliance status of the public water system. Fees may be charged by the department for providing various services.

UNAPPROVED WATER SYSTEM

The water system source of this public system is a fourteen foot shallow dug well that according to the owner of P36797 was created prior to well construction requirements. Skagit County has **not approved** this system. The source is unapprovable as a public system source. Skagit County Public Health has documented this pre-existing non-conforming water system only. **New residential connections, including accessory dwelling units are prohibited from connecting to this source and/or water system.** The owners of Parcel 36797 (Batterberry) were required to install filtration and disinfection to assure a sanitary and potable drinking water source. The Skagit County Public Health Department encourages the owners to explore a better water source for the future. 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.

WATER LINE MAP

Attachment A shows the locations 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.

PREVIOUS AGREEMENT AND EASEMENT

1. See Appendix B to see the 1974 Agreement
2. See Appendix C to see the 1987 Easement

WELL SANITARY CONTROL AREA

The parties herein, their heirs, successors and/or assigns, should 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.

SYSTEM DISSOLUTION

If a dispute arises between the users which cannot be resolved, they may dissolve this water system and develop a second water system so that each of the two properties is served by their own individual water systems. If the public system is dissolved, the property owners are required to promptly notify the Skagit County Public Health Department of the dissolution.

SKAGIT COUNTY PUBLIC HEALTH DEPARTMENT

At this time, the Skagit County Public Health Department maintains jurisdiction over two connection public water systems. Additional information may be found in the Health Department file.

RENTERS

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

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 cannot 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. Even though this well is located in the Skagit River Basin, it existed prior to the Skagit In-Stream Rule and therefore has no requirements placed on it.

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.

WITNESS our hands this 3rd day of January, 2011.

James R Battelberg Grantor

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 3rd day of January, 2011, personally appeared before me Mary E. Marshall 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 a 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.



Notary Public in and for the State of Washington, residing at

Mary E. Marshall
Mary E. Marshall
(SEAL or STAMP)



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ATTACHMENT B

A G R E E M E N T

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This Agreement, made in duplicate this 12th day of August, 1974, by and between RON L. SCHMIDT and LAURIE SCHMIDT, his wife, of the City of Mount Vernon, State of Washington, parties of the First Part, and ROBERT M. BATTERBERRY and MARY M. BATTERBERRY, his wife, of Skagit County, Washington, parties of the Second Part,

W I T N E S S E T H:

1. That parties of the First Part are owners of the following described property, located in Skagit County, Washington:

The West 3 acres of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 16, Township, Township 35 North, Range 4 East W.M., EXCEPT the South 40 feet for county road as conveyed by instrument dated May 9, 1922 and recorded May 18, 1922 in Volume 125 of Deeds, page 617.

2. That parties of the Second Part are owners and purchasers of a parcel of land ten acres in size, more or less, which is adjacent to and contiguous to that aforesaid property owned by parties of the First Part and described under paragraph 1, hereof.

3. That parties of the First Part are owners of a certain domestic water supply and well located on and under that real property described in paragraph 1, hereof.

4. That parties of the Second Part are desirous of using water from the well owned by parties of the First Part and located on the property described in paragraph 1, hereof.

5. Therefore, the parties to this Agreement agree and covenant as follows:

A. That parties of the Second Part may draw water from the well owned by parties of the First Part for domestic water supplies for their

AGREEMENT
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MULLEN & ANGEVINE
ATTORNEYS AT LAW
709-711 SOUTH FIRST STREET



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ATTACHMENT C

EASEMENT

This easement and its conditions are made and set forth by Antonio R. La Bate and Gabriele L. La Bate, husband and wife, "Grantor" hereafter in order to clarify the heretofore permissive use of a well, pump, pump house and pipes located in the South-west corner of premises described in Exhibit "A" attached hereto and incorporated herein by this reference; the said easement to be conditioned upon terms and future performance of Robert J. Batterberry and Mary M. Batterberry, husband and wife, "Grantee" hereafter, their heirs, successors and assigns:

WITNESS:

WHEREAS, Grantor is the owner of the servient estate described in Exhibit "A" attached hereto and Grantee is the owner of the dominant estate described in said Exhibit "A"; and

WHEREAS, the properties share a common boundary and have since August 12, 1974 when an agreement was made by and between Grantor's predecessors Ron L. Schmidt and Laurie Schmidt and Grantee for the permissive use of a certain domestic water supply and well located on the servient estate; and

WHEREAS, Grantee acknowledges the prior appropriation of water from this source by Grantor's predecessors and a right to ^{quality} ~~priority~~ of use if the source is insufficient to supply two households; and

WHEREAS, Grantee represents that no reasonably available source of domestic water supply is currently available to Grantee; and

WHEREAS, Jeffrey C. Zamzow and Joyce C. Adams, later predecessors of Grantor, did grant permission and allow for Grantee's continued use of the domestic water supply; and

WHEREAS, the parties desire continued neighborly relations and clarification of the rights and responsibilities of Grantee and Grantor; and

WHEREAS, each party intends to bind himself, his heirs, successors and assigns by a covenant running with the land, provided that this easement shall terminate and cease to burden the servient estate when a reasonable alternative water supply can be made available on Grantee's property; and

WHEREAS, the subject well and domestic water supply are exempt from registration pursuant to Chapter 90.44 RCW; now therefore the parties agree as follows:

1. Grantor gives, grants and conveys to Grantee, their

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ATTACHMENT C

heirs, successors and assigns an easement sufficient to allow the reasonable use and maintenance of a domestic water supply currently connected by pipes to the dominant estate for the purpose of supplying domestic water to one residence.

2. Grantor's premises include an older well which lies immediately south of and adjacent to the newer domestic water supply which is currently connected to the residence on Grantor's property. Grantee receives no rights with respect to the older well, pump and pipes.

3. If the said older well fails to provide an adequate supply of water for domestic purposes to the servient estate, then Grantor shall be entitled to ^{priority} in the use of water from the newer well and the cost of any improvements to the newer well shall be at Grantee's sole expense, provided that Grantor shall install and pay for any pump and pipes solely benefiting the servient estate.

4. Grantee shall have the right and the duty to inspect, maintain, improve and repair the casing, pipes and pump. Grantee shall also maintain, construct and reconstruct the present pump house of the newer well.

5. Except for the exterior painting of the pump house and installation of a second pump and pipes on the newer well by Grantor, Grantee shall bear the cost of any inspection, testing, registration or reporting requirements as well as the maintenance, improvement, repair, construction and reconstruction and shall conduct all work in a prompt, safe, workmanlike manner so as to restore the appearance of the premises as soon as possible.

Dated this _____ day of _____, 1987.

Antonio R. La Bate
ANTONIO R. LA BATE

Gabriele L. La Bate
GABRIELE L. LA BATE

Robert J. Batterberry
ROBERT J. BATTERBERRY

Mary M. Batterberry
MARY M. BATTERBERRY



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