



201606100001

Skagit County Auditor

\$76.00

6/10/2016 Page

1 of

4 9:16AM

After recording return to:  
Skagit County Environmental Public Health Department  
1800 Continental Place  
Mount Vernon, WA 98273

### Two Party Water Users Agreement

GRANTOR/OWNER: Eugene Elsing II; drilled well BBS855, ID#AD431E  
Legal Description of Properties: Parcel 1: P101577, 360124-3-001-0101, Lot 3 SP91-094 AF#9204020040, 5 acres  
Parcel 2: P49721, 360421-3-001-0002, PTN L+2 SP91-094 DAF E1/2 SD SP PTN SW1/4, 2.86 acres  
Tax Parcel Numbers:

Parcel 1- P101577	Site Address 1- XXXX Skaarup Road (well BBS855 location)
Parcel 2- P49721	Site Address 2- 20435 Parson Creek Road
County Water file #: WA16-0029	

### OWNERSHIP OF THE WELL AND WATERWORKS

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 WATER SYSTEM CONSTRUCTION

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, design of the water system for approval by the Health Officer, and construction and/or installation of the waterworks equipment, the pumphouse and water distribution pipes, and initial well water quality tests.

### 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 the State of Washington and 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**

Describe water line easement below & record site plan with 2 party agreement (show buildings, wells, water lines and all easements): See Attachment "A" that shows water line easement for line(s) and maintenance, reserve well location for P101577 if the two connect system is dissolved, notes for P49721 retaining the use of well BSS855 as a single residential use well if the two-connect system is dissolved through proper recorded paperwork and notice to WA 16-0029 file.

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. Pipe material used in repairs shall meet approval of the Health Officer. 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. Water pipelines shall not be installed within 10 feet of a septic tank or within 10 feet of sewage disposal drainfield lines.

### **PROHIBITED PRACTICES**

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 public consumption, any of the following: drainfields, underground storage tanks, county or state roads, railroad tracks, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of Skagit County Health Department and/or other appropriate governmental agency.

### **WATER SYSTEM PURVEYOR**

**Reld Meyers** (print full name) is designated "Purveyor" of the water system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and handling emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. The purveyor shall organize and maintain the water system records and notify the Health Officer and all parties, service connections and lots that are included in this agreement, of the water quality tests that are required by WAC 246-291. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer. Water treatment is installed to treat an arsenic level above the recommended MCL (0.023 mg/L). Operation and maintenance needs to be done according to the treatment system manufacturer's recommendation. Annual post-treatment sampling for Arsenic and bacteria is recommended.

### **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 Health Officer, 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 Health Officer.

### **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 without prior consent of both properties and written approval from Skagit County Health Department.

**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 within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of \_\_\_\_\_ % per annum together with all collection fees.

WITNESS \_\_\_\_\_ hand \_\_\_\_\_ this 10<sup>th</sup> day of June, 2016  
Eugene Eising Jr. Grantor  
\_\_\_\_\_  
Grantor

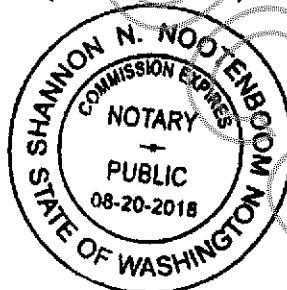
State of Washington )  
County of Skagit )

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certified that on this 10<sup>th</sup> day of June, 2016, personally appeared before me Eugene Eising Jr. to me known to be the individual described in and who executed the within instrument, and acknowledged that ~~she~~(they) signed and sealed the same as his 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 Seam Woodley, WA

(SEAL or STAMP)

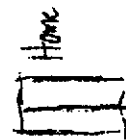


FILING:  
Skagit County Auditor  
700 S. Second Street, Room 201  
Mount Vernon, WA 98273

\*\*\*. If a dispute arises between the users which cannot be resolved, they may dissolve the Two-Connection Residential Water System and drill a second well at the reserved well site location based upon approval of the Washington State Department of Ecology and Skagit County.

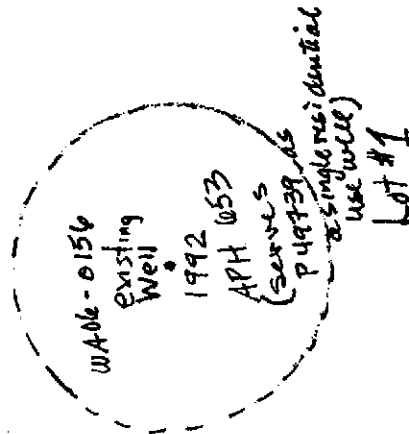
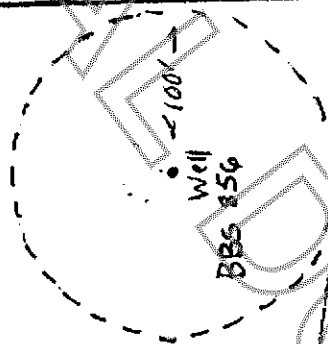
Eugene & Deb S. Elsing

Attachment "A"



ECHO HILL ROAD

Lot #4  
P-101578



P-49739

Lot #3

P-101577

SKARRUP ROAD

Existing Well WADe-0029

ID# AD431E

Well

2-connect. Serves

2-connect. Serves

2-connect. Serves

2-connect. Serves

2-connect. Serves

2-connect. Serves

Existing Well W93-0119

P-103576