



201610250001

Skagit County Auditor
10/25/2016 Page

1 of

7 8:43AM

\$79.00

WHEN RECORDED RETURN TO:

J. Winston Anderson
6237 S. Shore Road
Anacortes, WA 98221

DOCUMENT TITLE(S):

Shared Well Water Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTORS:

J. Winston Anderson
Elaine Anderson

Land Title and Escrow

155803-
SAE

GRANTEES:

Mark Himple
Julie Jackson

ABBREVIATED LEGAL DESCRIPTION:

Ptn GL5, 7-35-2 E W.M.

TAX PARCEL NUMBER(S):

P132832/350207-0-003-1007
P132831/350207-0-003-1205

UNRECORDED
SHARED WELL WATER AGREEMENT¹ (Based on HUD Model) This Agreement, made and entered into on October 17, 2016 by and between J. Winston and Elaine Anderson, party of the first part, hereinafter referred to as the "supplying party", and Mark Himple and Julie Jackson, party of the second part, an approved United States of America and hereinafter referred to as the "supplied party": WITNESSETH: THAT WHEREAS, the supplying party is now the owner of property known as 6237 S Shore Road, Anacortes Parcel P132832, located in the County of Skagit, State of Washington, which property is more fully described as follows, to wit: THAT PORTION OF GOVERNMENT LOT 5, SECTION 7, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 35 N, RANGE 2 E, W.M. WHICH IS A CONCRETE MONUMENT; 2 INCH BRASS CAP, L.S. 17651; THENCE S 1-03-29 W ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 7, 1,713.87 FEET TO A POINT ON SAID CENTERLINE; THENCE S 88-56-30 E, 224.20 FEET TO THE NORTHWEST CORNER OF THE 1 ACRE PACEL AND THE TRUE POINT OF BEGINNING; THENCE N 75-38-34 E, 120 FEET; THENCE S 64-40-36 E, 234.92 FEET; THENCE S 14-21-26 E, 120 FEET; THENCE S 75-38-34 W, 100 FEET; THENCE N 14-21-26 W, 120 FEET; THENCE S 75-38-34 W 200.8 FEET; THENCE N 14-21-26 W 150 FEET TO THE TRUE POINT OF BEGINNING. SURVEY AF#201505110101

And

WHEREAS, the supplied party 6241 S Shore Road Parcel P 132831, located in the County of Skagit, State of Washington which property is more fully described as follows, to wit: THAT PORTION OF GOVERNMENT LOT 5, SECTION 7, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., WHICH IS A CONCRETE MONUMENT 2 INCH BRASS CAP, L.S. 17651, THENCE SOUTH 1-03-29 W ALONG THE NORTH-SOUTH CENTERLINE OF SECTION 7, 1,321.28 FEET TO THE NORTHWEST CORNER OF U.S. GOVERNMENT LOT 5; THENCE NORTH 88-51-57 EAST, 783.88 FEET ALONG THE NORTH LINE OF GOVERNMENT LOT 5 TO A POINT ON SAID NORTH LINE; THENCE SOUTH 01-08-03 WEST, 132.11 FEET TO THE NORTHEAST CORNER OF A 1 ACRE RECTANGULAR TRACT AND THE TRUE POINT OF BEGINNING; THENCE NORTH 88-51-57 WEST, 180 FEET; THENCE SOUTH 01-08-03 WEST, 242 FEET; THENCE SOUTH 88-51-57 EAST, 180 FEET; THENCE NORTH 01-08-03 EAST, 242 FEET TO THE PONT OF BEGINNING. SURVEY AF#201505110101.

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and WHEREAS, there is located a well upon Parcel P132832, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic

uses of a single family residing therein; and WHEREAS, that the water distribution system will have a continuous and satisfactory operation in accordance with the terms of this Agreement; and WHEREAS, the water from the well has undergone a water quality analysis from the State of Washington Independent lab and has been determined to supply safe and potable water; and WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system. NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel P132832 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions: That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Parcel P132832 for quotidian domestic use excluding the right to draw water to fill swimming pools of any type. That the owners or residents of the dwellings located on Parcel P132831, as of the date of this Agreement shall: Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive. That the supplied party shall pay to the supplying party his proportionate share for the cost of energy for the operation of the pumping equipment. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 1st business day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 20 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party. 8. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action. 9. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit: (Describe easements, if any and cite Warranty Deed)

N.A.

10. That no party may install landscaping or improvements that will impair the use of said easements. 11. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand. 12. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel. 13. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

14. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source. 15. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of SKAGIT, State of WASHINGTON. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel. 16. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, mortgagee or the United States of America, Rural Housing Services. 17. That the said well and this Agreement, if amended, shall serve no more than four single family dwelling units or four parcels, notwithstanding the ability of the parties to make other amendments to this Agreement. 18. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities; however, this Agreement may not be amended during the term of a Federally-insured (direct) or guaranteed mortgage on any property served, except as provided herein, for the purpose of adding to the prescribed number of parties. 19. That the term of this Agreement shall be perpetual, except as herein limited. 20. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto. IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

BY *Kristy Mahoney* DATE 10/18/2016
BY Winston Anderson DATE 10/18/16
BY *Elaine Anderson* DATE 10/18/16

County of Skagit State of Washington Sworn and subscribed before me this 18th day of October, 2016 *Kristy Mahoney* Notary Public My commission expires: 9-3-2019



UNOFFICIAL DOCUMENT

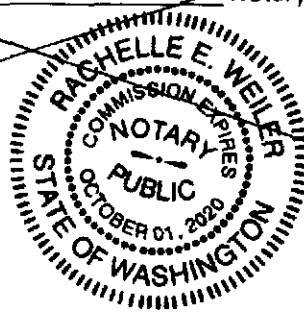
By [Signature] Mark Himple DATE 10/17/16
By [Signature] Julie Jackson DATE 10-17-2016

King
Washington

County of _____, State of _____ Sworn and subscribed before me this 17th day of October, 2016.
Notary Public My commission expires: 10/1/2020.

km

See Attached



State of Washington }
County of King } SS:

I certify that I know or have satisfactory evidence that Mark A. Himple and Julia M. Jackson
the people who appeared before me, and said people acknowledged that they
signed this instrument and acknowledge it to be their free and voluntary act for the
uses and purposes mentioned in this instrument.

Dated: 10/19/16

Rachelle E. Weiler

Rachelle E. Weiler

Notary Public in and for the State of Washington

Residing at: Burien, King County

My appointment expires: October 1, 2020

