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201612190188

Skagit County Auditor \$87.00  
12/19/2016 Page 1 of 15 3:30PM

Document Title:

Two Party Water Right Agreement

Reference Number (if applicable): \_\_\_\_\_

Grantor(s):  additional grantor names on page \_\_\_\_.

1) Donald R. Teeple

2) \_\_\_\_\_

Grantee(s):  additional grantor names on page \_\_\_\_.

1) Mervin L. Williams

2) \_\_\_\_\_

Abbreviated Legal Description:  full legal on page(s) \_\_\_\_.

Portion of Lot 1 of Short Plate # 32-89

Assessor Parcel /Tax ID Number:  additional parcel numbers on page \_\_\_\_.

350509-2-003-0123

UNOFFICIAL DOCUMENT

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

### Two Party Water Users Agreement

GRANTOR/OWNER: Donald R. Teeple  
Legal Description of Properties: See Attachment B (B-1 and B-2)

Tax Parcel Numbers: 350509-2-003-0123

Parcel 1-Northerly Tract 1	Site Address 1- 26137 Helmick Road, Sedro Woolley, WA
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Parcel 2-Southerly Tract 1	Site Address 2- 26141 Helmick Road, Sedro Woolley, WA
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Parcel where the well is located: Parcel 1

#### 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.

**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.

**WATER TREATMENT SYSTEM**

Due to the elevated Arsenic 0.023 mg/l which has a recommended Maximum Contaminant Level (MCL) and other elevated secondary Chemical constituents that are aesthetic but not of health concern the following treatment system was installed on this system: Culligan brand Chlorine injection LMI/tank, a Gold Carbon filter, a Filox 1.5 micron filter and WM UT120 tank. Future users of this system need to monitor the chlorine levels, sample at least annually for Arsenic and bacteria, and provide maintenance according to the treatment systems recommendations.

**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 7% per annum together with all collection fees.

WITNESSETH **DONALD R. TEEPLE** this 19<sup>th</sup> day of December, 2016  
*Donald R. Teeple* Grantor

State of Washington )  
County of Skagit )

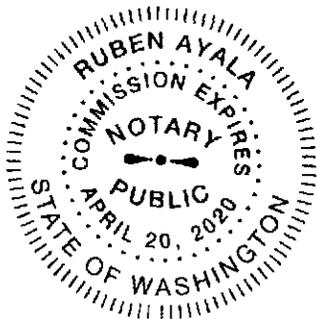
I, the undersigned, a Notary Public in and for the above named County and State, do hereby certified that on this 19<sup>th</sup> day of December, 2016, personally appeared before me DONALD R. TEEPLE, to me known to be the individual described in and who executed the within instrument, and acknowledged that he 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.  
*Donald R. Teeple*

Notary Public in and for the State of Washington, residing at 4691 Skagit River Place, Mt Vernon WA 98273

(SEAL or STAMP)

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



INSTRUMENT

ATT.

EXHIBIT B

WICK

SKAGIT COUNTY, WASH  
FILED

APR 17 2008

NANCY K. SCOTT, CO. CLERK  
Deputy

IN THE SUPERIOR COURT, STATE OF WASHINGTON,  
SKAGIT COUNTY

NORA L. WILLIAMS  
Plaintiff,

Case No.: 96-2-00877-2

vs.

Stipulated JUDGMENT and ORDER

SARAH TEEPLE and DONALD TEEPLE, a  
marital community, and DONNA  
MACKOWIAK and JOHN MACKOWIAK, a  
marital community,  
Defendants.

JUDGMENT SUMMARY

1. Judgment Creditor: Nora Williams
2. Judgment Debtor: Donald Teeple and Sarah Teeple,  
John MacKowiak and Donna MacKowiak
3. Principal judgment amount \$
4. Costs \$0.00
5. Principal judgment shall bear interest at 12% per annum.
6. Attorney fees, costs and other recovery amounts shall bear  
interest at 12% per annum.
- 10 Attorney for Judgment Creditor NANCY C. IVARINEN
- 11 Attorney for Judgment Debtor JOHN W. HICKS

JUDGMENT and ORDER

This matter was tried by the court on July 28 and 29, 1998 before Judge John M.  
Meyer. Plaintiff, Nora L. Williams, appeared personally and through her attorney of  
record, Nancy C. Ivarinen. Defendants Sarah Teeple and Donald Teeple, Donna  
MacKowiak and John MacKowiak appeared personally and through their attorney of  
record, John W. Hicks. The Court of Appeals, by a decision dated May 15, 2000,

Stipulated Judgment and Order

- 1 -

Nancy C. Ivarinen  
1614 Cornwall Ave.  
Bellingham, WA 98226  
(360) 734-8580

**WATER LINE EASEMENTS**

Describe water line easement or provide in a complete site plan (noted as attachment A): **See Attachment A**

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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**

DONALD R. TEEPLE (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.

**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.

1 reversed and remanded the original findings of fact and conclusions of law. Based on the  
2 evidence produced at trial, the direction of the Court of Appeals, the Report of Referee,  
3 and the CR 2A agreement of the parties, the Court makes the following Order:

4 1. The parties through counsel, stipulate and agree to entry of the Order; have read  
5 the agreement into the Court record on April 8, 2009; and pursuant to CR 52,  
6 waive entry of Findings of Fact and Conclusions of Law.

7 2. The real property, is described as:

8 Tract 1 of Skagit County Short Plat Number 37-89, approved October 27,  
9 1989 and recorded October 27, 1989 under Auditor's File No.  
10 8910270018 in Volume 8 of Short Plats, page 186, records of Skagit  
11 County, Washington; being a portion of the Northwest ¼ of Section 9,  
12 Township 35 North, Range 5 East, W.M.

13 3. The property will be subdivided as set forth in the attached Exhibit, prepared by  
14 Skagit Surveyors & Engineers on September 19, 2007 as a proposed Short CaRD.

15 4. All costs of meeting the requirements for the subdivision, including the  
16 installation of the well for the exclusive use of Lot 1, will be at the expense of the  
17 Defendants.

18 5. Nancy C. Ivarinen is awarded attorney fees of \$73,983.75 as a first position lien  
19 on the property awarded to Nora Williams. This award of attorney fees is  
20 reasonable based on the hours spent, the result obtained, the quality of the work  
21 and the nature of the case. The award of fees, plus 12% interest, will be secured  
22 by a Note and Deed of Trust attached to the property awarded to Nora Williams.  
23 Costs of \$1323.75 were awarded to Plaintiff and have been paid by the  
24 Defendants. The award of attorney fees is secured by the property and is not an  
25 award against the individual Defendants.

26 6. Nora Williams shall receive Lot 1 as depicted on the attached Exhibit and  
27 easements to the well, creek and Helmick Road. That lot immediately surrounds  
28 her current residence and consists of the Southerly portion of the property,  
29 approximately 1.69 acres in size.

UNOFFICIAL DOCUMENT

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*we by just authority*

- 7. Lot 1 will be granted by deed, easements to the creek; access to Helmick Road; an exclusive easement to the well approximately 10 feet in width from the northern boundary of her property to the well head and a 10 foot radius around the well head; and a non-exclusive easement for the purposes of maintenance, repair, replacement and use of equipment, as reasonably necessary. *Access to creek granted by license*
- 8. The 100 foot radius around the wellhead shall be preserved and protected as required by statute, ordinance, rule or regulation governing water wells. *granted by license*
- 9. Donald L. Teeple is awarded title to Lot 2 as shown on the attached Exhibit. *granted by license*
- 10. Neither party will unreasonably interfere with the others' use of or access to their respective properties or to Helmick Road. *granted by license*
- 11. The subdivision as depicted on the attached Exhibit, Skagit Surveyors and Engineers "Proposed Short Plat CARD" in the Northwest quarter of Section 9, Township 35 North, Range 5 East, W.M., is approved; and the property shall be divided in conformance therewith.

Dated this 4/16 day of April, 2009

*[Signature]*  
John M. Meyer  
Judge

Stipulated and Agreed to:

*[Signature]*  
NANCY C. IVARINEN, WSBA#21512  
Attorney for Plaintiff

Stipulated and Agreed to:

*[Signature]*  
John Hicks, WSBA #06691  
Attorney for Defendants



**Skagit Surveyors and Engineers**

806 Metcalf St. Sedro-Woolley, WA 98284  
360.855.2121 360.855.1658(1)  
www.sseconsultants.com

ATT. B-1

LEGAL DESCRIPTION  
FOR  
DONALD TEEPLE  
OF  
NORTHERLY TRACT

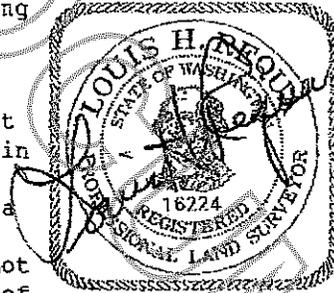
August 7, 2015

That portion of Lot 1 of Short Plat #37-89 as recorded under AF#8910270018, records of Skagit County, Washington, being a portion of the northwest quarter of Section 9, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at the northeast corner of said Lot 1; thence S 1°08'12"W along the east line of said Lot 1, a distance of 756.13 feet; thence S 76°29'19"W, a distance of 204.53 feet; thence S 81°38'26"W, a distance of 152.84 feet to a point on the westerly line of said Lot 1; thence N 19°37'10"W along said westerly line, a distance of 850.98 feet to the northwest corner of said Lot 1; thence N 87°50'59"E along the north line of said Lot 1, a distance of 651.38 feet to the point of beginning.

TOGETHER WITH an easement for ingress, egress and utilities, over, under and across that portion of Lot 1 of Short Plat #37-89 as recorded under AF#8910270018, records of Skagit County, Washington, being a portion of the northwest quarter of Section 9, Township 35 North, Range 5 East, W.M., described as follows:

Commencing at the northeast corner of said Lot 1; thence S 1°08'12"W, a distance of 756.13 feet; thence S 76°29'19"W, a distance of 204.53 feet to the point of beginning of this description; thence S 19°37'10"E, a distance of 76.12 feet to an angle point in the westerly line of said Lot 1; thence continuing S 19°37'10"E along the westerly line of said Lot 1, a distance of 312.96 feet to an angle point in the westerly line of said Lot 1; thence S 1°08'12"W along the west line of said Lot 1, a distance of 186.65 feet to the north line of Helmick Road and the southwest corner of said Lot 1; thence N 73°16'41"E along the northerly line of Helmick Road and the southerly line of said Lot



**— Skagit Surveyors and Engineers —**

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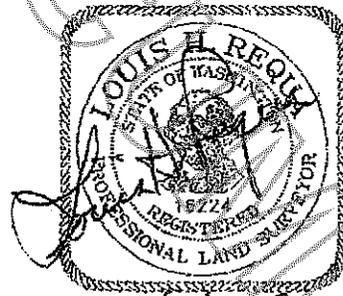
1, a distance of 63.04 feet to the southeast corner of said Lot 1; thence N 8°52'27"W, a distance of 246.68 feet; thence N 21°52'28"W, a distance of 321.47 feet; thence S 76°29'19"W, a distance of 30.32 feet to the point of beginning.

TOGETHER WITH AND SUBJECT TO a thirty (30) foot wide easement for ingress, egress, operation and maintenance of a well and well house, over, under and across that portion of Lot 1 of Short Plat #37-89 as recorded under AF#8910270018, records of Skagit County, Washington, being a portion of the northwest quarter of Section 9, Township 35 North, Range 5 East, W.M., the centerline of which is described as follows:

Commencing at the northeast corner of said Lot 1; thence S 1°08'12"W, a distance of 756.13 feet; thence S 76°29'19"W, a distance of 189.45 feet to the point of beginning of this description; thence N 19°37'10"W, a distance of 362.21 feet; thence N 24°43'27" E, a distance of 122.10 feet; thence N 72°17'08"E, a distance of 82.17 feet and the terminal point of this centerline description.

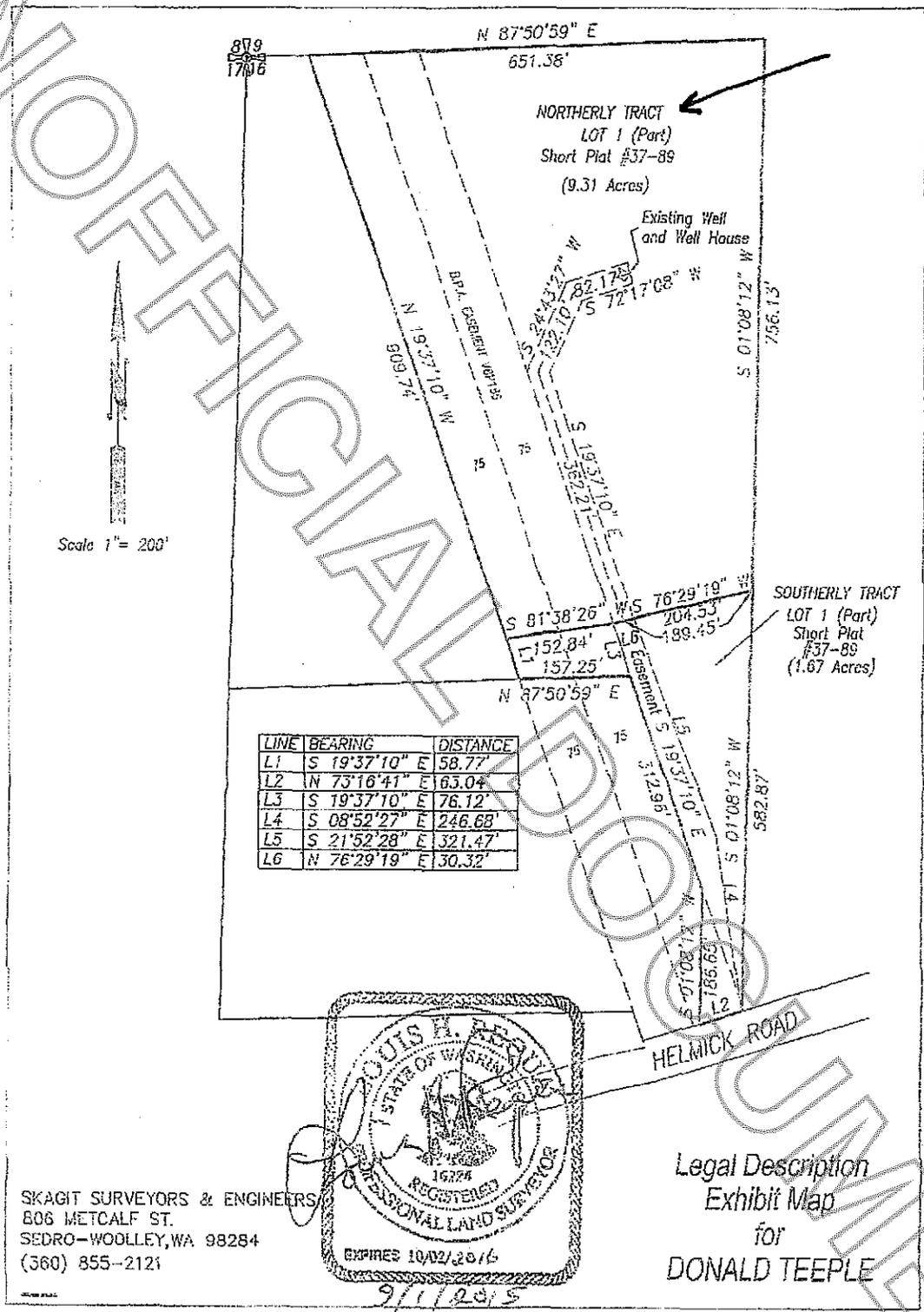
Containing 9.31 acres.

Situate in Skagit County, Washington.





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AH. B1 4 of 4

**Skagit Surveyors and Engineers**

806 Metcalf St. Sedro-Woolley, WA 98284  
360.855.2121 360.855.1658(f)  
www.sseconsulants.com

ATT. B-2

**LEGAL DESCRIPTION  
FOR  
DONALD TEEPLE  
OF  
SOUTHERLY TRACT**

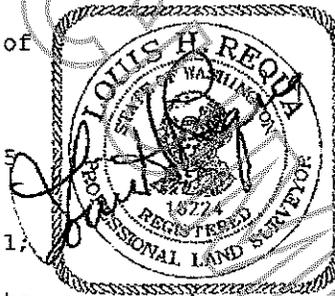
August 7, 2015

That portion of Lot 1 of Short Plat #37-89 as recorded under AF#8910270018, records of Skagit County, Washington, being a portion of the northwest quarter of Section 9, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point on the east line of said Lot 1 which lies S 1°08'12"W, a distance of 756.13 feet from the northeast corner thereof; thence S 76°29'19"W, a distance of 204.53 feet; thence S 81°38'26"W, a distance of 152.84 feet to a point on the westerly line of said Lot 1; thence S 19°37'10"W, a distance of 58.77 feet to an angle point in the westerly line of said Lot 1; thence N 87°50'59"E, a distance of 157.25 feet to an angle point in the westerly line of said Lot 1; thence S 19°37'10"E along the westerly line of said Lot 1, a distance of 312.96 feet to an angle point in the westerly line of said Lot 1; thence S 1°08'12"W along the westerly line of said Lot 1, a distance of 186.65 feet to the southwest corner of said Lot 1; thence N 73°16'41"E along the southerly line of said Lot 1, a distance of 63.04 feet to the southeast corner of said Lot 1; thence N 1°08'12"E, a distance of 582.87 feet to the point of beginning.

SUBJECT TO an easement for ingress, egress and utilities, over, under and across that portion of Lot 1 of Short Plat #37-89 as recorded under AF#8910270018, records of Skagit County, Washington, being a portion of the northwest quarter of Section 9, Township 35 North, Range 5 East, W.M., described as follows:

Commencing at the northeast corner of said Lot 1, thence S 1°08'12"W, a distance of 756.13 feet; thence S 76°29'19"W, a distance of 204.53 feet to



**Skagit Surveyors and Engineers**

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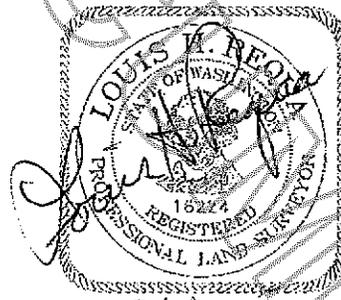
the point of beginning of this description; thence S 19°37'10"E, a distance of 76.12 feet to an angle point in the westerly line of said Lot 1; thence continuing S 19°37'10"E along the westerly line of said Lot 1, a distance of 312.96 feet to an angle point in the westerly line of said Lot 1; thence S 1°08'12"W along the west line of said Lot 1, a distance of 186.65 feet to the north line of Helmick Road and the southwest corner of said Lot 1; thence N 73°16'41"E along the northerly line of Helmick Road and the southerly line of said Lot 1, a distance of 63.04 feet to the southeast corner of said Lot 1; thence N 8°52'27"W, a distance of 246.68 feet; thence N 21°52'28"W, a distance of 321.47 feet; thence S 76°29'19"W, a distance of 30.32 feet to the point of beginning.

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Commencing at the northeast corner of said Lot 1; thence S 1°08'12"W, a distance of 756.13 feet; thence S 76°29'19"W, a distance of 189.45 feet to the point of beginning of this description; thence N 19°37'10"W, a distance of 362.21 feet; thence N 24°43'27" E, a distance of 122.10 feet; thence N 72°17'08"E, a distance of 82.17 feet and the terminal point of this centerline description.

Containing 1.67 acres.

Situate in Skagit County, Washington.



9/1/2015

UNOFFICIAL

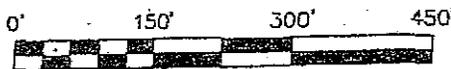
SUBMITMENT

LAT CARD  
of Section 9,  
:5 East, W.M.

LINE #	BEARING	DISTANCE
L1	S73°16'41"W	63.04'
L2	S73°16'41"W	63.04'
L3	N19°37'10"W	42.71'
L4	S76°27'19"W	30.33'
L5	N85°10'37"W	41.01'
L6	N73°02'56"W	76.01'
L7	N57°29'46"W	14.13'
L8	S82°20'14"W	5.82'
L9	N73°52'54"W	15.73'
L10	S33°40'22"W	50.88'

2654.96'

N01°20'47"E



**Byers & Engineers**  
 606 Hickory Street, Sedro-Woolley, WA 98264  
 (360) 855-2121 Fax (360) 855-1058  
 JN207086 19SEP07