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12/18/2018 04:08 PM Pages: 1 of 9 Fees: \$107.00  
Skagit County Auditor

**Return Address:**

TOM EHRLICHMAN  
DYKES EHRLICHMAN LAW  
P.O. BOX 1271  
FREELAND, WA 98249

**Document Title:**

TWO-PARTY WATER USERS 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) Public
- 2) \_\_\_\_\_

**Abbreviated Legal Description:** [] full legal on page(s) 6, PARCA. 2, EXH A

PTN LOT 1 SHORT PAT #37-89, AFN 8910270018,  
PTN NW 1/4, S9, T35N, R5E, W.M.

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

P38728, P133582

After recording return to:  
Tom Ehrlichman  
P.O. Box 1271  
Freeland, WA 98249

**Two Party Water Users Agreement**  
[Superseding & Extinguishing Prior, at Auditor's File No. 201612190188]

GRANTOR/OWNER: **Donald R. Teeple**

Legal Description of Properties: Portion of Lot 1 of Short Plat #37-89 as recorded under Skagit County Auditor's File No. 8910270018, being a portion of the NW ¼, S9, T35N, R5E, W.M.; See, Exhibit A.

Tax Parcel Numbers: P38728 (Parcel 1); P133582 (Parcel 2)

**Parcel 1-Northerly Tract 1 ("Lot 2," See Attached Exh.A1)- 26137 Helmick Road, Sedro Woolley, WA**

**Parcel 2-Southerly Tract 1 ("Lot 1," See Attached Exh.A2)- 26141 Helmick Road, Sedro Woolley, WA**

**Parcel where the well is located: Parcel 1 (See Map, Attachment A1, "Lot 2")**

**OWNERSHIP OF THE WELL AND WATERWORKS**

Until such time as Teeple or his successors installs a second well on the southerly border of Teeple Parcel 1 ("Lot 2", as indicated in that certain *Stipulated Judgment and Order* dated April 17, 2009) ("the Order") (Attachment A), 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.

**ADDITIONAL WELL TO BE INSTALLED IF ALLOWED BY LAW**

In the event a second well would be allowed by state and local law on the Teeple Property Parcel 1 (P38728), this Agreement provides that Don Teeple, its heirs, successors and assigns would install that well at their own expense for the exclusive use of the Williams Parcel 2 (P133582); Williams maintains the second well thereafter.

**COST OF WATER SYSTEM CONSTRUCTION**

N/A WELL ALREADY INSTALLED AND APPROVED

**COST OF MAINTENANCE OF WATER SYSTEM**

Until a second well is installed per the Order, Donald Teeple or his successor will provide the maintenance and operational costs of the first well and water system herein described, including the expense of water quality sampling as required by the State of Washington and Skagit County.

**EASEMENT OF WELL SITE AND PUMPHOUSE**

N/A Don Teeple is responsible for the well site and pumphouse and they are situated on his Parcel 1.

**WATER LINE EASEMENTS**

Describe water line easement or provide in a complete site plan: **See Attachments A1.**

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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 and other pipelines on the first well shall be borne solely by Don Teeple. Each property owner is responsible for the maintenance, repair, and replacement of pipe on their own property, 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.



ATTACHMENT A

WOCK

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  
1814 Cornwall Ave.  
Bellingham, WA 98226  
(360) 734-8680

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

Stipulated Judgment and Order

- 2 -

Nancy C. Ivarinen  
1814 Cornwall Ave.  
Bellingham, WA 99225  
(360) 734-8880

UNOFFICIAL DOCUMENT

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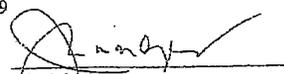
- 7. Lot 1 will be granted by deed, easements to the creek; access to Helmick Road; an exclusive easement to the well approximately 10 feet in width from the northern boundary of her property to the well head and a 10 foot radius around the well head; and a non-exclusive easement for the purposes of maintenance, repair, replacement and use of equipment, as reasonably necessary.
- 8. The 100 foot radius around the wellhead shall be preserved and protected as required by statute, ordinance, rule or regulation governing water wells.
- 9. Donald L. Teeple is awarded title to Lot 2 as shown on the attached Exhibit.
- 10. Neither party will unreasonably interfere with the others' use of or access to their respective properties or to Helmick Road.
- 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.

*100 foot radius Authority*

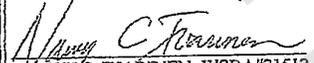
*Access to Creek granted by deed*

*granted by deed Authority*

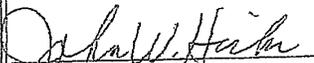
Dated this 4~~th~~ day of 4/16, 2009

  
John M. Meyer  
Judge

Stipulated and Agreed to:

  
NANCY C. IVARINEN, WSBA#21512  
Attorney for Plaintiff

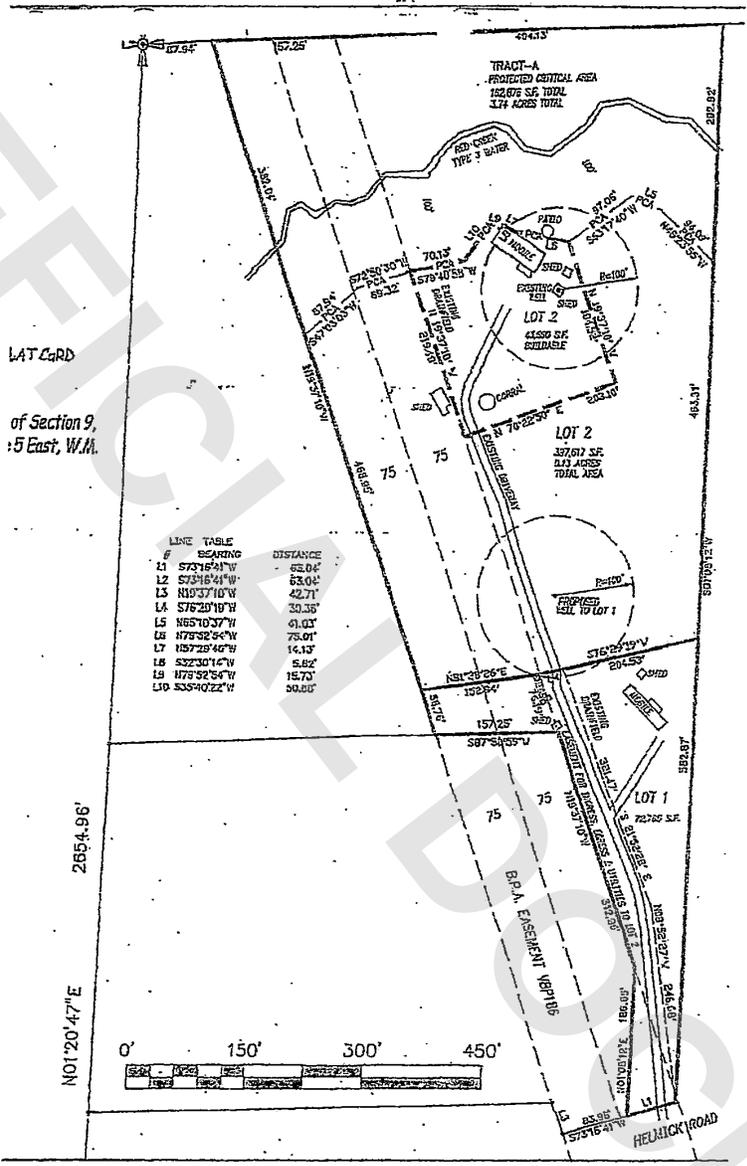
Stipulated and Agreed to:

  
John Hicks, WSBA #06691  
Attorney for Defendants

Stipulated Judgment and Order

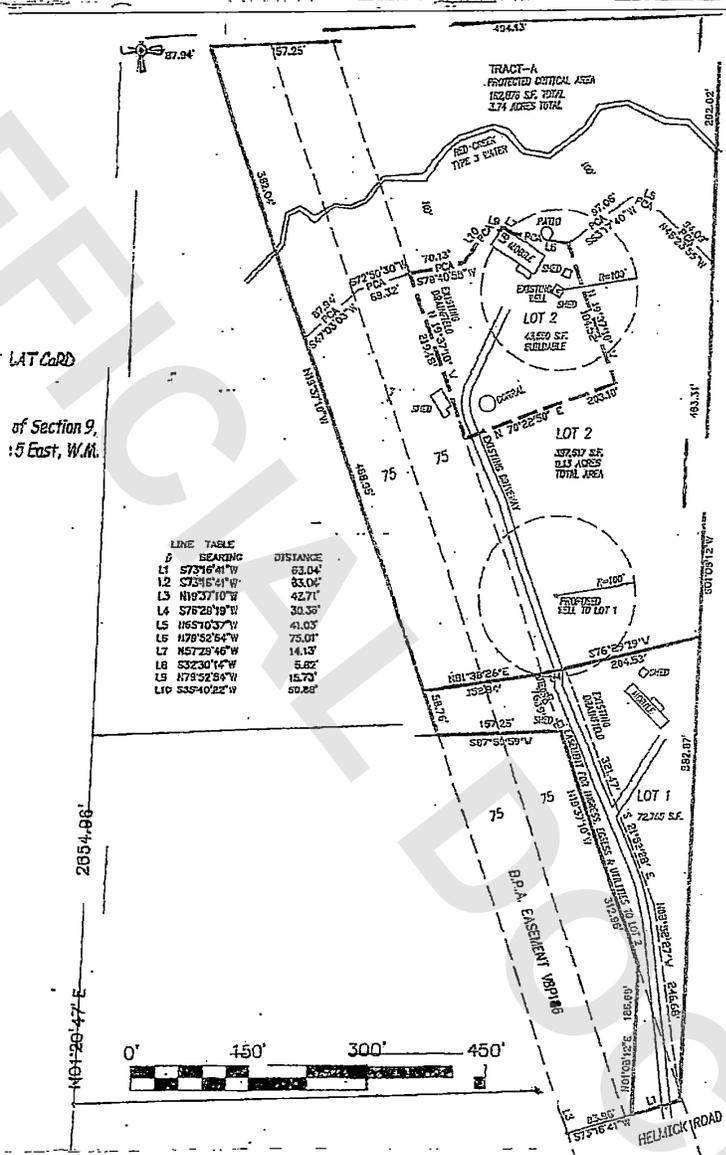
Nancy C. Ivarinen  
1814 Cornwall Ave.  
Bellingham, WA 98226  
(360) 734-8680

UNOFFICIAL DOCUMENT



BYORS & ENGINEERS  
 626 McClain Street Steiro-Woodley, WA 98284  
 (360) 855-2121 Fax (360) 855-1025  
 JN207086 .19SEP07

### Attachment A1



**BYRNE & ENGINEERS** 676 Melrose Street Sedro-Woolley, WA 98284  
 (360) 855-2121 Fax (360) 855-1658 JN207086 19SEP07

Att. B-1 3 of 4