



202302060047

02/06/2023 11:13 AM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

When recorded return to:

Name: <u>LES DYER</u>	<u>HAPPY FACE FARMS, INC.</u>
Address: <u>53048 ST. RT. 20</u>	<u>8795 DISTRICT LINE RD.</u>
City: <u>ROCKPORT</u>	<u>BURLINGTON</u>
State, Zip: <u>WA. 98283</u>	<u>WA. 98233</u>

WELL OPERATION & MAINTENANCE AGREEMENT

Grantor(s): LES DYER
Grantee(s): HAPPY FACE FARMS, INC.

DESCRIPTION OF REAL PROPERTY AFFECTED:

SEE ATTACHED EXHIBIT A (Pg. 4)
Section 25, Township 35, N, Range 09, WM

ASSESSOR'S TAX PARCEL NUMBER(S): 350925-0-012-0007
(parcel which contains the well)

LEGAL DESCRIPTION OF 2ND CONNECTION (if different from above)
SEE ATTACHED EXHIBIT B (Pg. 5)
Section 35, Township 25, N, Range 09, WM

ASSESSOR'S TAX PARCEL NUMBER(S): 350925-0-013-0006
(parcel with second connection)

The purpose of this agreement is meant to assure specific water rights and maintenance responsibility for the current and future owners involving the two-party well connection.

WELL MAINTENANCE (EQUIPMENT AND WELL HOUSE)

- A. The cost of major changes in equipment, the repair and maintenance of in-place equipment, and any costs for water testing needed or recommended by county standards will be shared equally by both parties.
- B. Storage equipment (tanks, lines, etc.) will be the responsibility of both owners.
- C. The maintenance of the water lines outside of the well house serving the respective parties will be the responsibility of the landowners they serve.
- D. Electricity used for water pumping and protection of the well house from freezing will be paid by both using parties.
- E. Protection from freezing, minor leaks, inspections, and the maintenance of the well house (clean, insect free, etc.) will be taken care of by the users. When there are multiple users, the responsibility will be equally shared.
- F. The terms and conditions of this Agreement are enforceable in any court of competent jurisdiction for SKAGIT County.
- G. OWNER OF P#4460 TO PAY OWNER OF P#44658 20% MONTHLY STARTING 2/1/23 FOR MONTHLY POWER BILL OF JOINT WELL
- H.

The overall purpose of this agreement is to ensure a safe and adequate water supply for both parties; to maintain the system in accordance with county health standards; to provide an equitable basis for sharing the water from the well and the costs of operating the well based upon usage.

This Agreement is deemed to run with and touch upon the land described herein and shall be effective against all heirs, successors and assigns of the Grantor and Grantee.

THE UNDERSIGNED ACKNOWLEDGES THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT AND THAT FALSE INFORMATION WILL NEGATE AND INVALIDATE THE WATER WELL OPERATION AND MAINTENANCE AGREEMENT.

Grantor

Les Dyer

Grantee

Harry LohmanDate 2-4-23 Date 2/4/23

Date _____ Date _____

Signatures are to be notarized, and the completed form must be filed with the SKagit County Auditor.

State of Washington ACKNOWLEDGMENT
County of SKagit

On 2/1/23 before me, Les Dyer
(Date) (Insert name and title of the officer)

personally appeared Les Dyer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

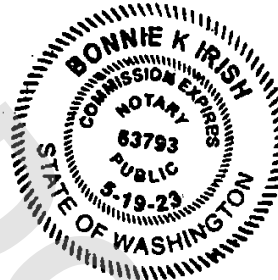
I certify under PENALTY OF PERJURY under the laws of the State
of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Bonnie K IrishMy commission expires: 5/19/23

(Seal)



State of Washington ACKNOWLEDGMENT
County of Snohomish

On 2/4/23 before me, Gary Zohman
(Date) (insert name and title of the officer)

personally appeared Gary Zohman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State
of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Bonnie K Irish

(Seal)

My commission expires: 5/19/23

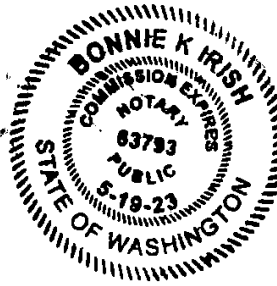


EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 620042158

For APN/Parcel ID(s): ~~P44655~~ / 350925-0-012-0007

THAT PORTION OF THE FOLLOWING DESCRIBED TRACT IN GOVERNMENT LOT 4, SECTION 25, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M., WHICH LIES SOUTHERLY OF HIGHWAY 20 AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 498238:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 25, 1,320 FEET SOUTH OF THE WEST QUARTER CORNER OF SAID SECTION;
THENCE EAST 150 FEET;
THENCE SOUTH, PARALLEL WITH SAID WEST SECTION LINE, TO THE NORTH LINE OF THE COUNTY ROAD;
THENCE ALONG THE NORTH LINE OF THE COUNTY ROAD THE FOLLOWING COURSES AND DISTANCES:

NORTH 46° EAST 265 FEET;
NORTH 35° EAST 150 FEET;
NORTH 30° EAST 200 FEET;
NORTH 17° EAST 270 FEET;
THENCE NORTH 160 FEET;
THENCE WEST 580 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 25 THAT IS 900 FEET SOUTH OF THE QUARTER CORNER MENTIONED ABOVE;
THENCE SOUTH TO THE POINT OF BEGINNING.

EXCEPT THOSE PARCELS CONVEYED TO TONY NASER, GEORGE C. MOREHOUSE, RAY HOLLINGSWORTH, ALVIN E. WILLIAMS, CLIFFORD LA FLEUR AND MERL T. BENTON BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 245328, 305535 AND 311039, 454190, 423535, 537427 AND 588419 RESPECTIVELY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT "B"**LEGAL DESCRIPTION**

Parcel Number: 350925-0-013-0006/P44660

That portion of Government Lot 4 of Section 25, Township 35 North, Range 9 East, W.M., described as follows:

Beginning at a point 1,320 feet South of the West $\frac{1}{4}$ corner of said Section;
thence East 150 feet;
thence South 140 feet to the true point of beginning of this description;
thence South 60 feet;
thence Northeasterly 85 feet, more or less, to the Westerly line of that certain 15 foot strip of land granted for road purposes to Alvin E. Williams, a bachelor, by Ray Jarmin and Dorothy Jarmin, husband and wife, by instrument dated December 4, 1950, and recorded December 5, 1950, under Auditor's File No. 454190, records of Skagit County, to a point then that is 160 feet South of the South line of that certain tract conveyed by Ray Jarmin and Dorothy Jarmin, husband and wife, to Alvin E. Williams, a bachelor, by deed dated December 4, 1950 and recorded December 5, 1950, under Auditor's File No. 454190;
thence North along said road right of way 60 feet;
thence Southwesterly 85 feet, more or less, to the point of beginning,

EXCEPT any portion thereof lying within the boundaries of existing road rights of way.

TOGETHER WITH a right of way 15 feet wide for the purpose of ingress and egress along the East line of the above-described premises to connect with State Highway 17-A, the centerline of said right of way being more particularly described as follows:

Beginning at a point on the North line of said State Highway 7.5 feet East of the Southeast corner of that certain tract conveyed to George C. Morehouse by deed recorded September 7, 1938, in Volume 175 of Deeds, page 325, under Auditor's File No. 305535, records of said County;
thence Northerly in a straight line to a point that is 7.5 feet East of the Northeast corner of the above described tract hereby being conveyed.

Situate in the County of Skagit, State of Washington.

Accepted and Approved

E. J.