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Skagit County Auditor

Skagit County Public Health

Keith Higman, Director

Howard Leibrand, M.D., Health Officer

NOTICE TO FUTURE PROPERTY OWNERS

PROPERTY OWNER(S): Richard Spink

ADDRESS: 19119 Bunker Lane

PARCEL NUMBER: P49117

LEGAL DESCRIPTION: (15.6500) THAT PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., LYING SOUTHERLY OF THE NEW COUNTY ROAD KNOWN AS THE ALGER-CAIN LAKE ROAD, AND NORTHERLY OF THE BLOEDEL DONOVAN LUMBER MILLS RAILWAY RIGHT-OF-WAY (NOW ABANDONED), EXCEPT THAT PORTION LYING WITH THE FOLLOWING DESCRIBED TRACTS: 1) BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE COUNTY ROAD WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTHEASTERLY ALONG ROAD TO ITS INTERSECTION WITH BLOEDEL DONOVAN LUMBER MILLS COAL BUNKER SPUR; THENCE SOUTHERLY ALONG SPUR TO NORTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO R.E. DAVES BY DEED DATED SEPTEMBER 2, 1916, AND RECORDED SEPTEMBER 16, 1916, UNDER AUDITOR'S FILE NO. 115127; THENCE WEST PARALLEL WITH SOUTH LINE OF SECTION A DISTANCE OF 1,000 FEET; THENCE NORTH TO COUNTY ROAD; THENCE NORTHEASTERLY ALONG COUNTY ROAD TO BEGINNING. 2) BEGINNING AT A POINT ON THE NORTHERLY EDGE OF THE RIGHT-OF-WAY OF THE BLOEDEL DONOVAN LUMBER MILLS RAILWAY, 238 FEET NORTH AND 600 FEET EAST OF THE SOUTHWEST SECTION CORNER OF SAID SECTION 8, (BEING THE CORNER OF SECTIONS 7, 8, 17 AND 18); THENCE NORTH 500 FEET TO A POINT; THENCE EAST 1,000 FEET TO A POINT 20 FEET WEST OF THE CENTERLINE OF THE ROAD KNOWN AS THE PALMER LAKE SPUR; THENCE SOUTHWESTERLY ALONG A LINE 20 FEET DISTANCE FROM, PARALLEL TO, AND ON THE WESTERLY SIDE OF THE CENTERLINE OF SAID SPUR, 225 FEET TO INTERSECTION WITH THE RIGHT-OF-WAY OF BLOEDEL DONOVAN LUMBER MILLS RAILWAY; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID RIGHT-OF-WAY AT A DISTANCE OF 50 FEET FROM THE CENTERLINE OF SAID RAILWAY 1,078 FEET TO THE POINT OF BEGINNING; 3) BEGINNING AT THE SECTION CORNER OF SECTIONS 7, 8, 17 AND 18, SAME BEING THE SOUTHWEST SECTION CORNER OF SECTION 8; THENCE RUNNING NORTH 33-56-30 EAST, 1,122.7 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 4-04 EAST 277.5 FEET TO A POINT; THENCE NORTH 50-08-30 EAST, 519.6 FEET TO A POINT; THENCE SOUTH 4-03 WEST 317.1 FEET TO A POINT; THENCE SOUTH 45-33 WEST, 565.1 FEET TO A POINT; THENCE NORTH 4-03 EAST 102.4 FEET TO THE TRUE POINT OF BEGINNING, SAME BEING IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M. TOGETHER WITH THAT PORTION, IF ANY, OF THE VACATED ALGER-CAIN LAKE ROAD NO. 254, WHICH REVERTED TO SAID PROPERTY BY OPERATION OF LAW. ALSO TOGETHER WITH THAT PORTION OF THE WEST 1,030 FEET (AS MEASURED ALONG THE SOUTH LINE) OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., LYING SOUTHERLY OF THE NORTHERN RIGHT-OF-WAY MARGIN OF THE BLOEDEL-DONOVAN LUMBER MILLS RAILROAD RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (SOUTHWEST SECTION CORNER); THENCE SOUTH 87-48-32 EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 600.82 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 600 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF SAID SECTION 8 AND BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 19-39-20 WEST FOR A DISTANCE OF 289.53 FEET, MORE OR LESS, TO SAID NORTHERLY RIGHT-OF-WAY MARGIN OF THE BLOEDEL DONOVAN LUMBER MILLS RAILWAY; THENCE SOUTH 70-12-00 EAST ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 100.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO RICHARD SPINK BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202009160020; THENCE CONTINUE SOUTH 70-12-00 EAST ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 232.88 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE NORTH, HAVING A RADIUS OF 523.69 FEET, THROUGH A CENTRAL ANGLE OF 24-19-17, AN ARC DISTANCE OF 222.30 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO KEANEN G. INCE AND VALERIE JACOBSEN, HUSBAND AND WIFE, BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202108200113; THENCE SOUTH 2-11-28 WEST ALONG THE WESTERLY LINE OF SAID INCE/JACOBSON PARCEL FOR A DISTANCE OF 147.09 FEET, MORE OR LESS, TO SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AT A POINT BEARING SOUTH 87-48-32 EAST OF THE TRUE POINT OF BEGINNING; THENCE NORTH 87-48-32 WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 429.18 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PUBLIC SYSTEM

This property is served by a residential two connection Group B public water system, referred to as Spink System public system. This residential two connection public water system is subject to the requirements in Chapter 246-291 Washington Administrative Code and Chapter 12.48 Skagit County Code. The system purveyor is responsible for maintaining this system in compliance with these regulations. Chapter 246-291-030 (3) WAC allows the Skagit County Public Health Department, at its discretion, to reduce the design requirements for two connection residential public water systems. Skagit County has approved this system based on water quality and quantity data provided by the owner but did not review or approve the design or construction of this system.

WATER SYSTEM PURVEYOR REQUIREMENTS

The purveyor of the water system is the person designated as the "primary contact" person on the two-connection application. The purveyor is responsible for ensuring submission of all necessary water samples as required in the Chapter 246-291 WAC and SCC 12.48 and properly addressing emergencies such as system shutdown, repair, and bacteria contamination. The purveyor is required to provide his/her name, address and telephone number to the Skagit County Public Health Department. The purveyor is required to organize and maintain the water system records. The purveyor must make all water system records available for review and inspection. Prior to purchasing one of these two properties, it is recommended that the proposed purchaser contact the Skagit County Public Health Department to determine whether this system

is in compliance with applicable regulations. The parties to this agreement shall notify and update the Skagit County Public Health Department of any changes with the purveyor name and contact information.

EXEMPT WELL REQUIREMENTS

The Department of Ecology has not issued a Water Right Permit for this well. All parties of this agreement are required to adhere to the requirements in RCW 90.44.050 and are not allowed to pump more than 5,000 gallons per day from this well and can not use water from this well to irrigate more than 1/2 acre of land in total without a Water Right Permit issued by the Department of Ecology. All public water systems expanding after April 14, 2001, for areas subject to Chapter 173-503 WAC or after September 26, 2005, for areas subject to Chapter 173-505, shall install and maintain water source meters. If the well is located in a flow-sensitive basin established in Chapter 173-503 WAC or Chapter 173-505 WAC the parties of this agreement shall maintain records of monthly water use and, if requested, shall provide a report of the monthly water use data to the Skagit County Public Health Officer.

WATER SYSTEM OWNERSHIP AND EQUAL FINANCIAL BURDEN

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 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 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

Attachment A shows the locations of water lines, the pumphouse and other held-in-common components of the water system. Building permanent structures on the water line easements is prohibited 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. Cost of repairing or maintaining common distribution pipelines shall be borne 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.

WELL SANITARY CONTROL AREA

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 two or more connections, anything that may contaminate the well. Perpetual adherence to the minimum well location and sanitary control area requirements stated in Chapter 173-160 WAC for individual water systems is required.

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 Skagit County Public Health Department, 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 Skagit County Public Health Department.

This system is not required to have back-up facilities to cover power outages or other system failures.

Contact the system purveyor for information regarding the reliability of this 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 dwellings other than one residence on each of the two properties without prior consent of both property owners and written approval from Skagit County Public Health Department.

RENTERS

If either residence is rented the property owner will provide a copy of this notice to the renter.

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.

SYSTEM DISSOLUTION

If a dispute arises between the users which cannot be resolved, they may dissolve this water user's agreement and develop a second water system so that each of the two properties is served by their own individual water systems. In this case, the second well may be drilled in the designated reserve site. If the public system is dissolved, the property owners are required to promptly notify the Skagit County Public Health Department of the dissolution.

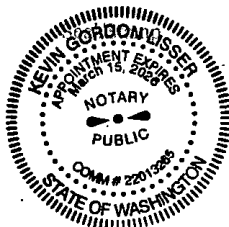
Dated this 7 day of OCTOBER, 2024.

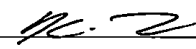

Grantor
Printed Name: Richard C. Spink

State of Washington)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that RICHARD SPINK (name of person) is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 7 day of OCTOBER, 2024.




Printed Name: KEVIN LISSER
Notary Public in and for the State of Washington
My commission expires: 3-15-26