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, Skagit County Auditor

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Document Title:

Shared Well and Water
System Agreement

Reference Number :

Grantor(s):

☐ additional grantor names on page ____.

1. - Erna E Munske

3. Caroline

2. - Karen Gaudry

Khurana

Grantee(s):

☐ additional grantee names on page ____.

1. The Public

2.

Abbreviated legal description:

☐ full legal on page(s) ____.

- SP. 97-003 E $\frac{1}{2}$, NE $\frac{1}{4}$, NW $\frac{1}{2}$, Sec. 11, 35 N, R 4 E.

- SP. 97-0051 W $\frac{1}{2}$, N $\frac{1}{2}$, SW $\frac{1}{4}$, NE $\frac{1}{4}$, W $\frac{1}{2}$, S $\frac{1}{2}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$
Section 11, Township 35 N, Range 4 East W.M.

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

- SP. 99-001 E $\frac{1}{2}$, SW $\frac{1}{4}$, NW $\frac{1}{4}$, Sec. 11

Township 35 N, Range 4 East W.M.

- P 11 3142

- P 36176

SHARED WELL AND WATER SYSTEM AGREEMENT

Grantors: Munske Short Plat 97-0003
Khurana Short Plat 97-0051
Gaudry Short Plat 97-0011

Grantee: The Public

Legals: Three continuos Short Plats

Skagit County Short Plat SP 97-0003, recorded in Volume 3 of Short Plats, at page 124 and 125, Skagit County Auditor's File No. 9805130065; and Skagit County Short Plat SP 97-0051, recorded in Volume 14 of Short Plats, at page 8, Skagit County Auditor's File No. 9903180008; and Skagit County Short Plat SP 99-0011, recorded under Auditor's File No. 9908120028

- SP 97-0003

The land referred to in this Commitment is in the State of Washington, County of Skagit, and is described as follows:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 35 North, Range 4 East, W.M., EXCEPT the North 30 feet thereof.

Situate in the County of Skagit, State of Washington.

- SP 97-0051

The West $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, all in Section 11, Township 35 North, Range 4 East, W.M.,

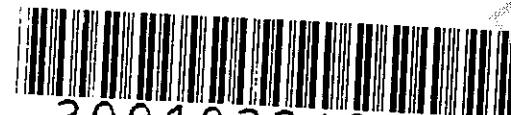
EXCEPT that portion conveyed to Skagit County for road purposes, by Deed dated April 29, 1924 and recorded under Auditor's File No. 177328, in Volume 133 of Deeds, page 537, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

- SP 99-001

The following described real estate, situated in the county of Skagit, State of Washington:

The East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 35 North, Range 4 East W.M., Situate in the County of Skagit, State of Washington.



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1. **Ownership of Water System:** The owners of all lots within Short Plats 97-0003, 97-0051, and 99-0011, EXCEPT SP97-0051, Lot 1 and SP97-0003, Lot 1, shall be and hereby are granted an undivided on seventh interest each, in and to the Water System. Each lot shall be entitled to receive a supply of water for one single family residence, which single family residence must be located on one of the Lots described herein. The rights conferred herein may not be severed from the Lots or assigned or used on any other lot or parcel of property other than those specified herein except as provided in paragraph 11 below.

The members, by majority vote, may adopt reasonable rules and regulations governing use and operation of the Water System such as termination of water service if bills are not paid within 30 days of the due date, additional charges for disconnection, reconnection, etc.

2. **Governance:** The owners of Lots 2,3,4,5,6, 8 and 9, shall be members of an unincorporated association known as the Cedar Creek Water Association ("Association"), which Association may be incorporated as a Washington non-profit corporation at the will of the majority of the members. A member shall be entitled to one vote for each lot owned. The Association shall act by majority vote of the members which actions shall be binding upon the Association.
3. **Cost of Maintenance, Repairs and Improvements:** The owners shall each bear and be responsible for the cost of operating and maintaining the Water System, exclusive of the cost of electricity. The Water System shall, at all times, be maintained in good and serviceable condition. The owners shall share equally in the cost of insuring that the Water System complies, at all times, with all applicable laws, ordinance, rules and regulations, promulgated by federal, state, and local agencies, including but not limited to those relating to water quality standards.
4. **Construction, Maintenance and Repair of Service Lines:** The owner shall also be responsible for paying the cost of repairing and maintaining any Service Lines located on his or her lot in good serviceable condition, free of leakage, seepage, or other defects, which may cause water loss or contamination of the water, or injury, or damage to persons or property.
5. **Cost of Power:** The cost for the power to operate the Water System shall be borne equally by all lot owners who have installed Service Lines that are connected to the Water Main, irrespective of the actual use being made on the Water System.
6. **Remedies for Breach:** In the event that a lot owner fails to pay his/her respective share of the cost of maintaining or operating the Water System and/or the Reserve Fund fee, as provided the Association shall have the right to file a lien against the defaulting owner's lot, as described herein, to secure payment of the same. The Association shall have the right to foreclose the lien as a mortgage and shall be entitled to recover, in addition to all sums due, all costs and attorney's fees incurred in connection with the foreclosure proceedings, together with interest at the rate of 12% per annum.

In the event that an owner breaches or fails to perform or observe any term or condition herein, or fails to cure such breach within 10 days of receipt of written notice thereof the Association, without further notice to the party, may seek any remedy available at law or in equity, including but not limited to, the following:

- (a) Injunctive Relief;
 - (b) Civil action for damages together with accrued interest, reasonable attorney's fees and costs;
 - (c) Civil action to foreclose on the lien provided for herein together with accrued interest, reasonable attorney's fees and costs;
 - (d) Any other remedies available at law or in equity.
7. **Restriction on Furnishing Water to Additional Parties:** The Water System shall not be utilized to furnish water to any property other than the lots described herein without the unanimous written consent of all owners, respectively, and approval by the Skagit County Health Department.



8. **Water System Representative:** The owners of Cedar Creek Association by unanimous vote, shall designate an individual to represent the Association in all matters related to compliance with federal, state or local laws, ordinances, rules and regulations governing the Water System. The representative shall serve until his/her successor is chosen or he/she gives written notice of his/her intent to resign to the owners of all the lots which are subject to this agreement or until he/she no longer has an ownership interest in a lot which is subject to this agreement, whichever first occurs.
9. **Voting:** Should include all seven lot owners with the right to connection by majority vote.
10. **Establishment of Reserve Fund:** Within 10 days after execution of this agreement by all parties, each party shall contribute the sum of \$25.00 to establish a reserve fund ("Reserve Fund"). The Reserve Fund is to pay for the cost of capital improvements and replacements as opposed to routine maintenance and repairs. Below is a list of the capital improvements or items of equipment, which comprise the Water System. Parties hereto agree that each shall pay an annual reserve fund fee of \$100.00, commencing on the first month following execution of this agreement, which sum may be modified, from time to time, by a majority vote of the members of the Association, based upon prevailing conditions.

WATER SYSTEM COMPONENTS:

• Control boxes and heaters	\$ 400.00
• Pressure tanks and relief valve	2,500.00
• Submersible pump	2,500.00
• Galvanized riser pipe	750.00
• Pump house roofing	400.00
• Submersible wire	500.00
• Distribution lines	5,200.00
• Pump hose	2,000.00
• Well	11,000.00

11. **Financial Policies and Practices:** Each lot owner will be billed quarterly in the amount of \$ 75.00 for a period of 5 years. This will supply approximately \$ 9,000.00 plus interest during the 5-year period. At this point the systems life span will be re-evaluated. A reduction of monthly fees may be acceptable. Continued fees of \$ 75.00 will be billed quarterly throughout the life of the system.

The need of the "Property Reserve" fund is based on life spans of individual water system components. The cost of replacing each components. The cost of replacing each component is based on the expected replacement cost at the time of replacement.

All funding of replacement components and improvements will be drawn from the Property Reserve Fund. This fund is developed from monthly dues collected.

If additional funding is required without sufficient reserve, the Association will provide a written formal request to all property owners and organize a financial prospective of need.



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After recording return document to:

Randy Munske

6810 40th N.E.

Seattle WA 98115

Document Title: Waterline Easement

Reference No. of Related Document: Short Plat No. 97-0003 & 99-0011

Grantor: Erna Munske & Karen Gaudry

Additional Grantors on Page of Document.

Grantee: Cedar Creek Water Association

Additional Grantees on Page of Document.

Abbreviated Legal Description: A portion of Lot 4 of Short Plat No. 97-0003 and Lot 1 of Short Plat No. 99-0011, in Section 11, Twp 35 N, Range 4 E, W.M.

Additional Legal Description:

Assessor's Tax/Parcel Number: _____

NON EXCLUSIVE WATERLINE EASEMENT

THE GRANTORS, ERNA MUNSKES and KAREN GAUDRY, convey a non-exclusive easement, described as follows, for construction, maintenance, repair and replacement of a waterline unto CEDAR CREEK WATER ASSOCIATION:

A strip of land for Cedar Creek Water System being 20 feet in width over, under and across a portion of Lot 4 of Short Plat No. 97-0003 approved on May 12, 1998 and recorded on May 13, 1998 in Book 13 of Short Plats, at pages 124 and 125 under Auditor's file No. 9805130062 and Lot No. 1 of Short Plat No. 99-0011 approved August 12, 1999 and recorded under Auditor's File No. 199908120028.

The centerline of said 20-foot strip is more particularly described as follows:

Commencing at the Southeast corner of said Lot 4; thence North 84°32'50" West along the South line of said Lot 4 a distance of 70.25 feet to the True Point of Beginning known as Reference Point "A"; thence North 0°35'39" East parallel to and 40.00 feet distant from the centerline of Erna Lane, a distance of 261.21 feet; thence North 18°11'51" West a distance of 57.37 feet; thence North 55°21'26" West



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parallel to and 40.00 feet distant from the centerline of Erna Lane, a distance of 200.72 feet to the Northerly line of said Lot 4.

AND TOGETHER WITH the following described parcel being a 20-foot wide strip lying 10 feet on each side of the following described centerline:

Beginning at the above described Reference Point "A"; thence South 0°35'39" West parallel to the East line of Lot 1 of said Short Plat No. 99-0011, a distance of 50.00 feet to the terminus of said centerline description.

AND ALSO TOGETHER WITH a 30-foot wide strip lying 15 feet on each side of the following described centerline:

Commencing at the Northeast corner of Lot 1 of said Short Plat No. 99-0011; thence South 0°35'39" West along the East line of said Lot 1 a distance of 408.26 feet; thence North 89°24'21" West a distance of 60.00 feet to the West line of Erna Lane, being the TRUE POINT OF BEGINNING; thence North 89°24'21" West a distance of 100.00 feet to the terminus of said centerline description.

DATED this 14 day of February, 2001.

Erna E. Munske

Erna Munske

Karen Gaudry

Karen Gaudry

2/14/01

STATE OF WASHINGTON

COUNTY OF King

On this day personally appeared before me ERNA MUNSKE and KAREN GAUDRY, to me known to be the individuals described in, and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 14 day of February

[Signature]
Notary Public in and for the State of
Washington, residing at Seattle



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