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05/23/2000 09:45 AM Snohomish
P.0006 RECORDED County

**NO EXCISE TAX
REQUIRED**
MAY 23 2000

BOB DANTINI, Snohomish County Treasurer
By BOB DANTINI

AFTER RECORDING RETURN TO:
D B Johnson Construction, Inc
1801 Grove St., Unit B
Marysville, WA 98270

Document Title

Master Joint Maintenance and Use Agreement for Well, Easement and Restrictive
Covenant for the Plat of Vista Estates

Grantors

D B Johnson Construction, Inc , owner of Lots X X X X of the plat of Vista
Estates.

Grantees:

D B Johnson Construction, Inc , owner of Lots X X X X of the plat of Vista
Estates

Legal Description

Lots X X X X , Plat of Vista Estates recorded under Snohomish County
Auditor's File No X X X X records of Snohomish County, Washington

Assessor's Property Tax Parcels/Account Numbers

... removed for privacy ...

MASTER JOINT MAINTENANCE AND USE AGREEMENT
FOR WELL, EASEMENT AND RESTRICTIVE COVENANT
FOR THE PLAT OF VISTA ESTATES

KNOW ALL MEN by these presents that D B JOHNSON CONSTRUCTION, INC , a Washington State Corporation, and ANNE GREGERSON, the owners of certain real property located in Snohomish County, Washington, the legal description, which is as follows

Lots 11, 28, and 33 – 42 of the Plat of Vista Estates recorded under Snohomish County Auditor's File No 199905055012, records of Snohomish County, Washington

WHEREAS, the owner of the above named lots have located wells on each of the lots identified below as a *Type A* lot, which serve both the residence on that lot and the lot identified below as the corresponding *Type B* lot, and

WHEREAS, it is the intention of the owner that each *Type A* lot and the corresponding *Type B* lot shall continue to share equally in the expense of the well and to be served by the well on the *Type A* lot regardless of changes in ownership of the affected lots

NOW THEREFORE,

IN CONSIDERATION of the recitals set forth above, the parties agree as follows

The following shall serve as a "Master Agreement" for the Plat of Vista Estates In the following "Master Agreement", *Type A* lots shall be referred to as **Lot A** and the corresponding *Type B* lot shall be referred to as **Lot B** This "Master Agreement" shall replace and supersede the Master Joint Maintenance and Use Agreement for Well, Easement and Restrictive Covenant for the Plat of Vista Estates recorded under Snohomish County Auditor's File No 199910280690 (and any amendments thereto) in regards to the above-named lots

1. USE OF WELL Lot A and Lot B shall each have joint equal rights to use of the well and appurtenant equipment, and to the use of the well water produced thereby
2. IMPROVEMENT OR RELOCATION OF WELL In event that the well, and the appurtenant equipment requires improvement or relocation to enable the continuation of adequate water service on each property, Lot A and Lot B agree that they will be jointly and equally responsible for the expenses incurred, and will proceed without delay to accomplish the required changes
3. MAINTENANCE AND UTILITIES Lot A and Lot B shall be equally liable and responsible for all maintenance, improvement and repair of the well, and the jointly used well equipment and appurtenances All expenses for such equipment shall be shared equally by the parties, including all charges for electrical utilities incurred in

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connection with the well. Any expenses in excess of ONE HUNDRED DOLLARS (\$100.00) shall not be incurred by either party without the knowledge and consent of the other, except under emergency circumstances.

However, Lot B owners shall hereby agree to pay the owners of Lot A for the joint use of the well, well pump and other equipment located on Lot A an electric bill in the sum of \$120.00 per year commencing at the time of occupancy of Lot B. At the closing of the first purchase of Lot B by a homeowner, the annual electrical charge shall be prorated at escrow and paid to the current owner of Lot A for the remainder of the current calendar year. For following years, the annual payment shall be due and payable by January 1 of each year for the calendar year. Said electrical bill shall be subject to rate increase every fifth (5th) calendar year. Said rate increase shall not exceed the percentage of rate increase of governing power company.

The owners of Lot A and Lot B can adjust the payment terms above by mutual agreement of both parties. Such agreement shall be in the form of a written document to be signed by the owners of both lots.

Default or delinquency by any party in paying its fair share of the costs of maintenance, repair or utilities as provided herein may result in suspension of water rights and service to said party until such defaults and delinquencies are corrected, plus payment of any such damages, costs, and collection fees incurred by either party. In no event shall water service be suspended without having provided the defaulting party with ten (10) days advance written notice. If a dispute arises over the facts of an alleged default, such dispute shall be resolved by arbitration conducted by such person or persons as the parties may agree upon, as provided in Paragraph 6 below. Water service shall not be suspended pending the result of such arbitration.

4. QUANTITY AND QUALITY OF WATER. There shall be no warranties by any party to this Agreement as to the quantity and quality of water produced by the well. Each party releases the other from any and all claims or causes of action not existing or which may hereafter arise in connection with the construction, operation or maintenance of the well, or representations made with respect thereto. Provided, that nothing herein shall relieve a party from liability arising from breach of this Agreement.
5. DURATION OF AGREEMENT. This Agreement shall be binding upon the parties, their heirs, successors and assigns, and shall be constructed as a covenant running with the above-described properties. The rights and obligations provided for herein shall continue in force and effect until such time as this Agreement is terminated by mutual agreement of the parties or until such time as the well on Lot A is no longer the primary source of domestic water for Lot B.

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6. DISPUTES – ARBITRATION Each party, their heirs, successors and assigns, agrees to act in good faith to carry out the intention of this Agreement. In the event of a dispute, the parties agree that the matter shall be submitted for binding arbitration to the arbitrator or agency agreed upon by the parties, or, in the event of their failure to agree, to the American Arbitration Association. Should the arbitrator determine that either party was not acting in good faith, then costs to the other party, including reasonable attorney fees, shall be awarded to the prevailing party.
7. ENFORCEMENT: Until paid the expenses of maintaining and operating the well and the jointly used well equipment and appurtenances shall constitute a lien against that parcel whose owner has not paid its equal share, and until paid by said parcel owners shall accrue interest at 12% per annum. In the event that any parcel owner fails to pay their equal share of the maintenance and operation, the other parcel owner not in default, shall have the right to bring action at law or in equity against the owner personally obligated to pay the same. No owner may waive or otherwise escape payment of his share of the maintenance and upkeep cost by abandonment of his parcel. Additionally, the lien may be foreclosed, by any person paying the parcel's share, in the manner provided by the laws of the State of Washington for the foreclosure of mechanic's and material men's liens. The person paying such share shall be entitled to reasonable attorney's fees incurred in the foreclosure of such lien.
8. SUBORDINATION OF LIEN: The lien for maintenance and operation of the jointly used well equipment and appurtenances provided for in Paragraph 7, shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of a parcel shall not affect said lien. However, the sale or transfer of a parcel pursuant to a first lien mortgage foreclosure, or any proceedings in lieu thereof, shall extinguish the lien created pursuant to such sale or transfer. No sale or transfer however, shall relieve such parcel from liability for any billings thereafter becoming due or from the lien thereof.
9. ACCESS EASEMENT: In consideration of the use of water by Lot B from the water system per the above agreement, Lot A shall grant, convey, establish and create for the benefit Lot B an easement for the placement, maintenance, construction, reconstruction, repair and upkeep of the shared well equipment and appurtenances over that portion of Lot A legally described in a separately recorded "Vista Estates Water System Easement". Each such easement shall be prepared specifically for the pairs of lots sharing wells, and be recorded against the specific lots before either lot is occupied. Further, the easement shall refer to this "Master Agreement" for the terms by which the shared wells shall be managed.
10. CORRECTION OF ERRORS In the event that the legal description of the easement area in the separately recorded "Vista Estates Water System Easement" is incorrect, D. B. Johnson Construction, Inc. hereby reserves the right to amend such easement to correct such description. In the event that the physical placement of the well or any of the appurtenant equipment is incorrect, D. B. Johnson Construction, Inc. reserves the

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right to enter **Lot A** and **Lot B** to correct the location of such equipment. The rights under this paragraph shall expire two years following the Snohomish County recording date of this agreement.

For the purposes of the foregoing agreement, the following table shows the lots within the Plat of Vista Estates. Each *Type A* Lot has a well located on it that serves both that lot and the corresponding *Type B* Lot.

TYPE A LOT (Well location)	CORRESPONDING TYPE B LOT (Served by well on adjoining lot)
Lot 1	Lot 2
Lot 3	Lot 4
Lot 6	Lot 5
Lot 7	Lot 8
Lot 10	Lot 9
Lot 11	Lot 28
Lot 12	Lot 13
Lot 15	Lot 14
Lot 16	Lot 17
Lot 18	Lot 19
Lot 21	Lot 20
Lot 22	Lot 23
Lot 25	Lot 24
Lot 26	Lot 27
Lot 30	Lot 29
Lot 31	Lot 32
Lot 33	Lot 34
Lot 42	Lot 35
Lot 37	Lot 36
Lot 38	Lot 39
Lot 40	Lot 41

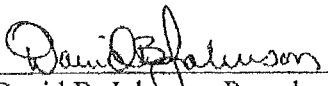
This agreement is appurtenant to and for the benefit of D. B. Johnson Construction, Inc., a Washington Corporation, the present owner, its heirs, future owners, successors, and assigns of the property describe above.


Type A Lots

Type B Lots

D. B. Johnson Construction, Inc.,
a Washington Corporation

D. B. Johnson Construction, Inc.
a Washington Corporation


David B. Johnson, President


David B. Johnson, President

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STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that David B Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the president of D B Johnson Construction, Inc , to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated May 22, 2000

Marie K English
Name Marie K English
Notary Public in and for the State of
Washington residing at Marysville
My appointment expires Dec 4, 2003



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