

**Return Name & Address**

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**Document Title(s)**

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**Reference Number(s) of Related Document(s)**

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Additional Reference #'s on Page \_\_\_\_\_

**Grantor(s)**

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Additional Grantors #'s on Page \_\_\_\_\_

**Grantee(s)**

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Additional Grantees #'s on Page \_\_\_\_\_

**Legal Description (abbreviated form: ie Lot/Block/Plat or Section/Township/Range)**

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**Assessor's Property Tax Parcel/Account Number**

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Additional Parcel #'s on Page \_\_\_\_\_

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## TWO-CONNECTION INDIVIDUAL WATER SYSTEM EASEMENT AND AGREEMENT

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by hereinafter referred to as “Declarant.”

WITNESSETH:

WHEREAS, Declarant is the owner of two parcels of real property situated in the County of Snohomish, State of Washington, which are more particularly described on Exhibit “A” attached hereto incorporated herein by this reference. Said parcels are hereinafter referred to as “Parcel A” and “Parcel B.”

WHEREAS, a two-connection individual water system consists of a well and pump, and any future improvements and additions thereto, including but not limited to, a well house, pressure tank, electrical lines and related equipment, and appurtenances. Said system is hereinafter referred to as “Two-Connection Individual Water System.”

WHEREAS, Declarant desires to create an easement for the Two-Connection Individual Water System and provide for the future maintenance and operation of the Two-Connection Individual Water System.

NOW THEREFORE, Declarant hereby declares that Parcels A and B shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions.

1. Two-Connection Individual Water System Easement. Declarant does hereby grant, declare, create, and establish for the benefit of Parcels A and B, a perpetual nonexclusive easement over, under, and across that portion of Parcel A, on which any portion of the Two-Connection Individual water System is or will be located for the purpose of maintaining, operating, repairing, replacing, reconstructing, and using said Two-Connection Individual Water System, together with the right of ingress and egress to and from Parcel A for the forgoing purposes. The location of the Two-Connection Individual Water System’s well is as described on Exhibit “B” attached hereto and incorporated herein by this reference.
2. Distribution Line Easement. Declarant does hereby grant, convey, establish, and create for the benefit of Parcel B, a nonexclusive easement over, under, and across that portion of Parcel A legally described on Exhibit “C” attached hereto and incorporated herein by this reference for the purpose of installing, maintaining, repairing, and replacing a water distribution line to service Parcel B.
3. Ownership and Use. The owners of Parcel A and B shall each have an undivided interest in the Two-Connection Individual Water System as tenants in common and shall share equally in the amounts of water produced by the Two-Connection Individual Water System. In order to preserve water, Parcel A shall only water lawns and use water for irrigation purposes only on odd days and Parcel B on even days.
4. Maintenance and Operation. The owners of Parcel A and B by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to maintain and operate the Two-Connection Individual Water System and share equally in the amounts of water and in the expense of operating and maintaining the Two-Connection Individual Water System, including, but not limited to, all charges for electrical utilities incurred in operating the

well pump. In January of each year the owners of Parcels A and B shall meet to review the operating and maintenance expenses for the preceding year and to decide on any maintenance or improvements needed to the Two-Connection Individual Water System for that year. If for the preceding year one parcel owner has paid more than one-half of the maintenance and operating expenses, the owner of the other parcel shall within thirty (30) days of said meeting, pay to the other parcel owner the amount required so that each parcel owner has paid one-half of the maintenance and operating expenses for the previous year.

5. Enforcement. Until paid the expenses of maintaining and operating the Two-Connection Individual Water System 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 and no owner may waive or otherwise escape payment of his share of the maintenance and upkeep cost by non-use of the water system or 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 materialmen's liens. The person paying such share shall be entitled to reasonable attorney's fees incurred in the foreclosure of such lien.
6. Subordination of Lien. The lien for maintenance and operation of the Two-Connection Individual Water System provided for in paragraph 5, shall be subordinate to the lien of any first mortgage. 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.
7. Binding Arbitration. Any dispute between the owners of Parcel A and B over water usage, needed improvements, maintenance, or operation of the Two-Connection Individual water System shall be resolved through arbitration pursuant to Chapter 7.04 RCW. The arbitration shall be heard by one arbitrator whose decision shall be binding and not appealable. The cost of the arbitrator shall be borne by the non-prevailing party.
8. Attorney Fees and Costs. In any litigation or proceedings to enforce this Agreement or to determine the rights and obligations of the parties under this Agreement, the substantially prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees incurred therein.
9. Run with the Land. The easements hereby established the restrictions hereby imposed and the agreements herein contained shall run with the land and shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors, and assigns, including, without limitation, all subsequent owners of Parcels A and B, and all persons and entities claiming under them.
10. Termination. This agreement shall terminate and be of no further force and effect at such time as the well located on Parcel A is no longer the primary source of domestic water for Parcel B.

