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Return to:

Kenneth L. Lyons  
9190 Rd. J.4 Duw  
Ephrata, WA 98823

Document Title(s) (or transactions contained therein):

Water Use Agreement

Reference Number(s) of Documents Assigned or Released:

Grantor(s) (Last name first, then first name and initials)

Grisham, William A.

Grisham, Janice M.

Grantee(s) (Last name first, then first name and initials)

Lyons, Kenneth L.

Lyons, April M.

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

Tax #32-01 (Pt W2 SW4 SW4; UOZ DUOT SW4) S27 T40N R32

Tax #10 (Pt SE SW4) S27 T40N R32 E10M

Additional legal is on page \_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

2-40-27-33-00020-00

2-40-27-33-00010-00 & 2-40-27-33-00010-06

Additional Parcel Numbers on page \_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Requestor Signature Kenneth Lyons

## WATER USE AGREEMENT, COVENANTS AND EASEMENTS

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of February, 2003, by WILLIAM A. GRISHAM and his wife, JANICE M. GRISHAM, hereinafter referred to as “Grishams”, and KENNETH L. LYONS and his wife, APRIL M. Lyons, hereinafter referred to as “Lyons”, as owners of the below described real property and on behalf of same,

### WITNESSETH:

**WHEREAS**, Grishams and Lyons do own the following described real property, to wit:

Grishams own Tax Parcel #2-40-27-32-00020-00 (See Attachment B for Legal Description) in Ferry County, Washington, and

Lyons own Tax Parcels #2-40-27-33-00010-06 and #2-40-27-33-00010-00 (See Attachment A for Legal Descriptions) in Ferry County, Washington, and

**WHEREAS**, Grishams and Lyons have heretofore installed a drilled well, pump and motor on Tax Parcel #2-40-27-32-00020-00 for the purpose of providing water to the Grishams and Lyons tax parcels, and

**WHEREAS**, Grishams and Lyons desire to execute an Agreement to provide for the operation and maintenance of the water system;

**NOW, THEREFORE**, in consideration of the Mutual Covenants hereinafter contained and the Mutual Benefits therefrom, **IT IS AGREED AS FOLLOWS:**

1. The ownership of the existing well, pump, motor and their appurtenances shall be owned equally and in common by the owners of Tax Parcels #2-40-27-32-00020-00, #2-40-27-33-00010-06 and #2-40-27-33-00010-00, in Ferry County, Washington. The owners of said Tax Parcels shall be hereinafter referred to as “property owners”.
2. Property owners agree that the water system described herein shall be used and maintained for the purpose of furnishing fresh water for each Tax Parcel No. described herein.
3. A Manager will be elected at a meeting to be held annually by the property owners and will be determined by a majority vote among the property owners.
4. Property owners shall share equally, the costs of maintenance, repair, replacement and operation of the water system. The property owners shall establish a monthly charge for electricity used for pumping, Property Taxes on the well and well house, and such additional sums as will be needed to liquidate the cost of foreseeable replacement, maintenance and repair. Said sum shall be established at the annual meeting of the property owners and if revisions are necessary, the sum may be revised at this time. Such sum as is so established, shall be paid to the manager annually by each property owner. Sums so payable shall constitute an equitable lien against the Tax Parcel for which the sum is owned, and in the event of non-payment, may be foreclosed as an equitable lien by the Manager. Judgment granted as a result of such lien foreclosure shall include reasonable sum for Manager’s attorney’s fees.
5. In the event of emergency repairs, an emergency meeting of the property owners will be called by the Manager to establish the necessary sums required. Such sums are to be paid by each property owner. Each property owner will then remit this sum to the Manager within ten (10) days of notification.
6. If the manager of the water system fails to properly expend and account for the funds collected and intended to be used in the maintenance and preservation of the water system described in this agreement, that shall be considered a breach of his fiduciary duty owed the other parties hereto. Should such a breach occur, the owners of the respective tax parcels shall be entitled to a claim against the manager for the funds misused by him or her, as well as attorneys fees and costs limited to filing fees and other costs of suit. **PROVIDED**, that in addition thereto the claimants shall be entitled to file a lien for all damages, including attorneys fees and costs against any real estate belonging to the manager, including the manager’s interest in either Tax Parcel.

7. A mutual easement in the location now used is hereby granted in favor of all Tax Parcels described herein. Each property owner shall be solely responsible for the repair, maintenance and replacement of all appurtenances which serve only such property owners' Tax Parcel.
8. The property owners agree that individual pipelines shall be maintained so that there will be no leakage or seepage or other defects which may cause injury or damage to the land and premises covered by this Agreement.
9. No property owner shall construct or maintain within One Hundred (100) feet of the well described herein, any of the following: Cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.
10. It is further agreed by the parties hereto that they shall not furnish water from the Well and water system hereinabove described to any other person or properties without the prior written consent of all parties hereto.
11. This Agreement shall be binding upon the heirs, successors and assigns of any owners of said Tax Parcels and shall be a binding covenant running with the land.
12. Breach of this Agreement by any property owner shall entitle the Manager to institute suit to enforce this Agreement on behalf of the other property owners affected.

**IN WITNESS WHEREOF**, the Grishams and the Lyons have executed this Agreement the day and year first hereinabove written.

  
 WILLIAM A. GRISHAM

  
 KENNETH L. LYONS

  
 JANICE M. GRISHAM

  
 APRIL M. LYONS

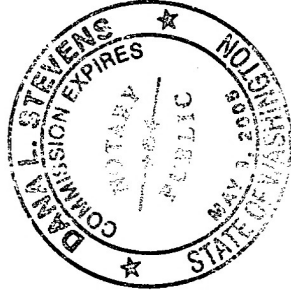
STATE OF WASHINGTON )


Ss:

County of Grant )

I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, hereby certify that on this 27<sup>th</sup> day of September, 2003, personally appeared before me, WILLIAM A. GRISHAM and JANICE M. GRISHAM and KENNETH L. LYONS and APRIL M. LYONS, to me known to be the individuals described herein and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



  
 Notary Public in and for the  
 State of Washington, residing  
 At Mass Lake

5-3-05

Dana L Stevens

Exhibit A

Legal Description:

A tract of land located in the South half of the Southwest quarter of Section 27, Township 40 North, Range 32 East WM, described as follows:

Beginning at the Northwest corner of said South half of the Southwest quarter; thence East along the North line of said South half of the Southwest quarter approximately 1000 feet to the Northwest corner of the Tract A-100-2, Champa to the United State of America, described in Deed No. 122234 in Volume 21, page 119, records of Ferry County; thence due South 389.80 feet; thence South  $23^{\circ} 45'$  East, 349.84 feet; thence South  $51^{\circ} 00'$  East, 496.0 feet; thence South  $24^{\circ} 32'$  East, 173.0 feet; thence due South to the South line of said South half of the Southwest quarter; thence West along the South line of said South half of the Southwest quarter to the Southwest corner of the Southwest quarter; thence due North to the Northwest corner of said South half of the Southwest quarter and the point of beginning. Situated in the county of Ferry, State of Washington.

## Exhibit B

The West Six Hundred Sixty Feet of the Northwest quarter of the Southwest quarter (W. 660' NW1/4 SW1/4), Section Twenty-seven (27), Township Forty (40) North, Range Thirty-two (32) E.W.M.; and also that part of the West Six Hundred Sixty Feet of the Southwest quarter of the Northwest quarter (W. 660' SW1/4 NW1/4) of said Section 27, lying Southerly of the centerline of Toroda Creek;

EXCEPTING THEREFROM the following described tract: Beginning at the Southwest corner of the Northwest quarter of said Section 27; thence North 58 degrees 01'40" East, 722.70 feet to the True Point of Beginning; thence North 25 degrees 09'00" West, 203.71 feet to the Southerly margin of County Road known as Toroda Creek Road No. 502; thence along said Southerly margin, North 64 degrees 51'00" East, 121.23 feet and North 25 degrees 09'00" West, 10.00 feet and North 64 degrees 51'00" East, 202.30 feet; thence South 25 degrees 09'00" East, 267.32 feet; thence South 64 degrees 51'00 West, 323.53 feet; thence North 25 degrees 09'00" West, 53.61 feet to the true point of beginning.

Together with and subject to a 60.00 foot wide easement for ingress, egress and utility purpose over, under and across Lot 4 of Toroda Creek Forest Park as per the official plat thereof as recorded in Volume 2 of Plats, page 48, records of the Auditor of Ferry County and over, under and across a portion of the N1/2 of the SE1/4, Section 28, Township 40 North, Range 32 E.W.M., described as follows: Said easement lying 30.00 feet on each side of a line beginning at a point on the North boundary line of said Lot 4 of Toroda Creek Forest Park whence the Northwest corner thereof bears S 56 degrees 44'00" W a distance of 37.49 feet; thence running S 70 degrees 07'06" E a distance of 130.55 feet; thence S 00 degrees 41'30" W a distance of 171.13 feet; thence S 20 degrees 24'26" W a distance of 69.14 feet; thence S 78 degrees 48'52" W a distance of 177.00 feet; thence S 77 degrees 07'17" W a distance of 403.64 feet; thence S 44 degrees 48'52" W a distance of 265.82 feet; thence S 66 degrees 59'47" W a distance of 161.94 feet; thence N 68 degrees 07'48" W a distance of 179.51 feet; thence S 55 degrees 28' 52" W a distance of 151.52 feet to a point hereafter called point "A".

Also together with and subject to a 40.00 foot wide easement for ingress, egress and utility purposes over, under and across the following described centerline:  
Beginning at the aforementioned Point "A"; thence S 83 degrees 01'28" E; 262.08 feet; thence N 74 degrees 58'52" E, 324.35 feet; thence N 61 degrees 34'22" E, 245.89 feet; thence S 15 degrees 28'58" E, 227.55 feet; thence S 88 degrees 14'08" E, 91.50 feet; thence S 43 degrees 50'48" E, 262.29 feet; thence S 63 degrees 18'47" E, 690.00 feet to the terminus of said centerline.

Situate in the County of Ferry, State of Washington.