

Real Estate Excise Tax
AFF# <u>Easement</u>
Date Pd <u>7-10-09</u>
Original
Amt Pd <u>0</u>
Int _____ Pen _____
Stevens County Treasurer Deputy
By <u>K Walsh</u> Date <u>7-10-9</u>

Auditor File #: 2009 0006076

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

on 07/10/2009 at 15:39

Total of 5 page(s) Paid: \$ 46.00
 STEVENS COUNTY, WASHINGTON
 TIM GRAY, AUDITOR

AALLEN

File: 7364

AFTER RECORDING RETURN TO:

Montgomery Law Firm
 344 East Birch Avenue
 P.O. Box 269
 Colville, Washington 99114-0269

Parcel No. 2190440

DRILLED WELL, WATER, PRESSURE TANK, PIPELINE EASEMENT AGREEMENT

THIS DRILLED WELL, WATER, PIPELINE EASEMENT AGREEMENT, made and entered into this 07 day of July, 2009, by and between GARY A. HARTLING and BARBARA G. HARTLING, husband and wife, their heirs, successors and assigns, hereinafter designated as "HARTLINGS." 1072250

WHEREAS, HARTLINGS are the fee simple owners of the following described real property:

PARCEL A:

That part of the NW ¼ of Section 11, Township 34 North, Range 39 East, W.M., in Stevens County, Washington, described as follows:

BEGINNING at a point on the North line of Lot 18 Ardenbrook Subdivision, from which the Northwest corner thereof bears North 73°58'22" West a distance of 40.0 feet; thence North 15°53'16" West for 223.82 feet; thence North 20°32'15" East for 754.69 feet to the North line of said Section 11; thence North 89°56'07" East, along said North line, for 900 feet, more or less, to the center of the Little Pend Oreille River; thence Southwesterly on the center of said river to the North line of a tract defined in Warranty Deed recorded in Official Volume 72, Page 968; thence North 51°33'36" West along the North line, to the Northwest corner of said tract; thence South 28°26'24" West, along the West line of said tract, for 182.29 feet to the North line of a parcel defined by Survey recorded in Book 1, Page 71; thence South 88°44'17" West, along said North line, for 454.24 feet; thence South 25°41'12" West, along the West line of said Parcel, for 588.89 feet to the North line of said Lot 18; thence North 73°58'22" West for 89.78 feet to the Point of Beginning.

EXCEPT that portion lying Southerly of the centerline of the 30 foot wide Ingress, Egress and Utility Easement as shown on Short Plat by Survey No. 88-92, recorded on March 22, 1994 in Book C of Short Plats by Survey, Page 51, under Auditor's File No. 9403089.

Designated as Lot 2 of Short Plat No. SP 34-99 recorded October 14, 2008 under Auditor's File No. 2008 0009871.

AND

PARCEL B:

That part of the NW ¼ of Section 11, Township 34 North, Range 39 East, W.M., in Stevens County, Washington, described as follows:

BEGINNING at a point on the North line of Lot 18 Ardenbrook Subdivision, from which the Northwest corner thereof bears North 73°58'22" West a distance of 40.0 feet; thence North 15°53'16" West for 223.82 feet; thence North 20°32'15" East for 754.59 feet to the North line

of said Section 11; thence North 89°56'07" East, along said North line, for 900 feet, more or less, to the center of the Little Pend Oreille River; thence Southwesterly on the center of said river to the North line of a tract of defined in Warranty Deed recorded in Official Volume 72, Page 968; thence North 51°33'36" West along the North line, to the Northwest corner of said tract; thence South 28°26'24" West, along the West line of said tract, for 182.29 feet to the North line of a parcel defined by Survey recorded in Book 1, Page 71; thence South 88°44'17" West, along said North line, for 454.24 feet; thence South 25°41'12" West, along the West line of said parcel, for 588.89 feet to the North line of said Lot 18; thence North 73°58'22" West for 89.78 feet to the Point of Beginning.

EXCEPT that portion lying Northerly of the centerline of the 30 foot wide Ingress, Egress and Utility Easement as shown on the Short Plat by Survey No. 88-92, recorded on March 22, 1994 in Book C of Short Plats by Survey, Page 51, under Auditor's File No. 9403089.

Designated as Lot 1 of Short Plat No. 34-99, recorded October 14, 2008 under Auditor's File No. 2008 0009871.

WHEREAS, there is an existing drilled well located on the hereinabove described PARCEL B, as described in that certain Water Well Report for a 115' deep drilled well by K.C. Kane Drilling from March of 1995, which said well is being registered with the Washington State Department of Ecology under Unique Well Tag #BBH 454 concurrently herewith, and in that certain Waiver Application for 2-Unit System, recorded January 28, 1997 under Auditor's File No. 9700616; and

WHEREAS, there is a main pipeline emanating from the hereinabove described well, with a branch line to a residence located on the hereinabove described PARCEL B, thence the main pipeline continues in a generally Northeasterly direction across PARCEL B to PARCEL A and continuing in a generally Northeasterly direction to a pressure tank located in a house located on the hereinabove described PARCEL A, with two (2) separate branch lines emanating therefrom in a generally Northwesterly direction off of said main pipeline being Southwest of the hereinabove described pressure tank on PARCEL B; and

WHEREAS, it is the intent of the HARTLINGS to establish an agreement governing the usage of water out of the hereinabove described drilled well located on PARCEL B, together with a right of access for operation, maintenance, upkeep and replacement of the water pipelines emanating therefrom, together with the water system situated thereon; and

WHEREAS, HARTLINGS desire that this agreement be appurtenant to the hereinabove described real properties;

NOW THEREFORE, in consideration of the mutual benefits and detriments to be derived herefrom, the parties agree as follows:

1. HARTLINGS, their heirs, successors and assigns, as to PARCELS A and B, shall own the existing drilled well, which said well is being registered with the Washington State Department of Ecology under Unique Well #BBH 454 concurrently herewith.

2. HARTLINGS, their heirs, successors and assigns, as to PARCEL A, shall have the right to draw domestic water from the well located on the hereinabove described PARCEL B, and, as to PARCEL A, from the pressure tank located on the hereinabove described PARCEL A, together with the right to maintain the main water pipeline from said drilled well and well system extending over and across the hereinabove described PARCEL B and PARCEL A. The location of the drilled well, well system, water pipelines, frost free faucets and pressure tank is generally depicted on the map attached hereto as Exhibit "A," and incorporated herein as if though fully set forth.

3. HARTLINGS, their heirs, successors and assigns, shall have the right of access for ingress and egress along the existing main water line for maintenance, upkeep and replacement of the well system, main water pipeline and appurtenant branch lines, electrical service and pump servicing the hereinabove described real properties.

4. The hereinabove described drilled well, well system and pressure tank shall be for domestic and limited domestic animal, lawn and garden irrigation, water purposes only, and shall be for use by two (2) single family residences only.

5. HARTLINGS, their heirs, successors and assigns, shall not at any time re-locate the existing drilled well, well system, main water line or branch lines, from the existing locations without the prior permission of both servient property owners.

6. At no time is there to be an enlargement of the existing drilled well, well system, or pressure tank servicing the hereinabove described real properties, which would in effect exceed current use without the consent of the owner of PARCEL A and PARCEL B, except to the extent that the owners of PARCEL B may, at their sole expense, install a separate pressure tank in the residence located on said PARCEL B.

7. HARTLINGS, their heirs, successors and assigns, as to PARCEL A and PARCEL B, shall be equally responsible for maintenance, up-keep and electric charges of the drilled well, main water pipeline, branch lines and pressure tank unless separately metered, the owner of PARCEL B shall pay to the owner of PARCEL A the sum of \$10.00 per month, due on the 1st day of each month and delinquent after the 5th day of each month. A late fee of \$5.00 shall apply to all delinquent payments. In the event that the electric bills are not reimbursed to the servient owner within thirty (30) days of presentment of said electric bill, or the \$10.00 monthly minimum, then and in that event, the unreimbursed owner may place a lien against the obligated party's real property for the amount of said electric bill and any additional charges incurred in placing said lien.

8. In the event that the parties dispute the electrical charges, individual electric meters can be installed at the drilled well and water system, with the cost of said installation of individual meters being shared equally, and each party shall thereafter be solely responsible for the electric bills generated from their individual electric meters.

9. HARTLINGS, their heirs, successor and assigns, are not responsible to supply water to HARTLINGS, their heirs, successors and assigns, if said drilled well runs dry or if water from said drilled well becomes unfit to drink. Any party may install a monitoring system at their expense. Further, HARTLINGS, their heirs, successors and assigns, hereby agree that water quality or quantity are not guaranteed.

10. This is not a covenant to supply water but a covenant to protect the existing water supply and to that extent the parties agree that they will not construct, maintain, or suffer to be constructed within one hundred feet (100') from the drilled well on PARCEL B any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig pens, or other enclosures for the keeping or maintaining of fowls or animals, or the storage of liquid or dry chemicals, herbicides or insecticides.

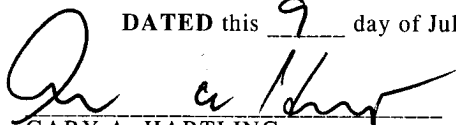
11. Each of the parties hereto, on behalf of themselves, their heirs, successors, assigns and invitees, hereby agrees to hold the other party harmless from and for any and all claims, demands, suits or actions arising out of the use, operation, supply and transmission of water from the hereinabove described drilled well, and HARTLING, their heirs, successors and assigns, hereby agree to indemnify the other with respect to any and all claims, actions, suits or demands for damages, including attorney fees, made or asserted with respect to the operation of the hereinabove described drilled well.

12. Should any party file suit to enforce any of the terms or conditions provided herein, the prevailing party shall be awarded reasonable attorney's fees and costs. Venue for any such action shall be Stevens County, Washington.

13. The HARTLINGS understand that the servient and dominant estates presently have the same ownership, which constitutes a merger of title. The HARTLINGS specific intent is to create a non-merger agreement and easement for the benefit of the dominant parcels in case of foreclosure or conveyance of the servient property to a third party.

14. This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, proper assigns and successors of the parties.

DATED this 9 day of July, 2009.

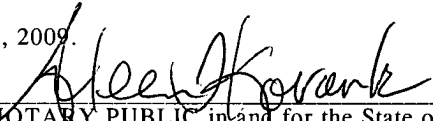

GARY A. HARTLING


BARBARA G. HARTLING

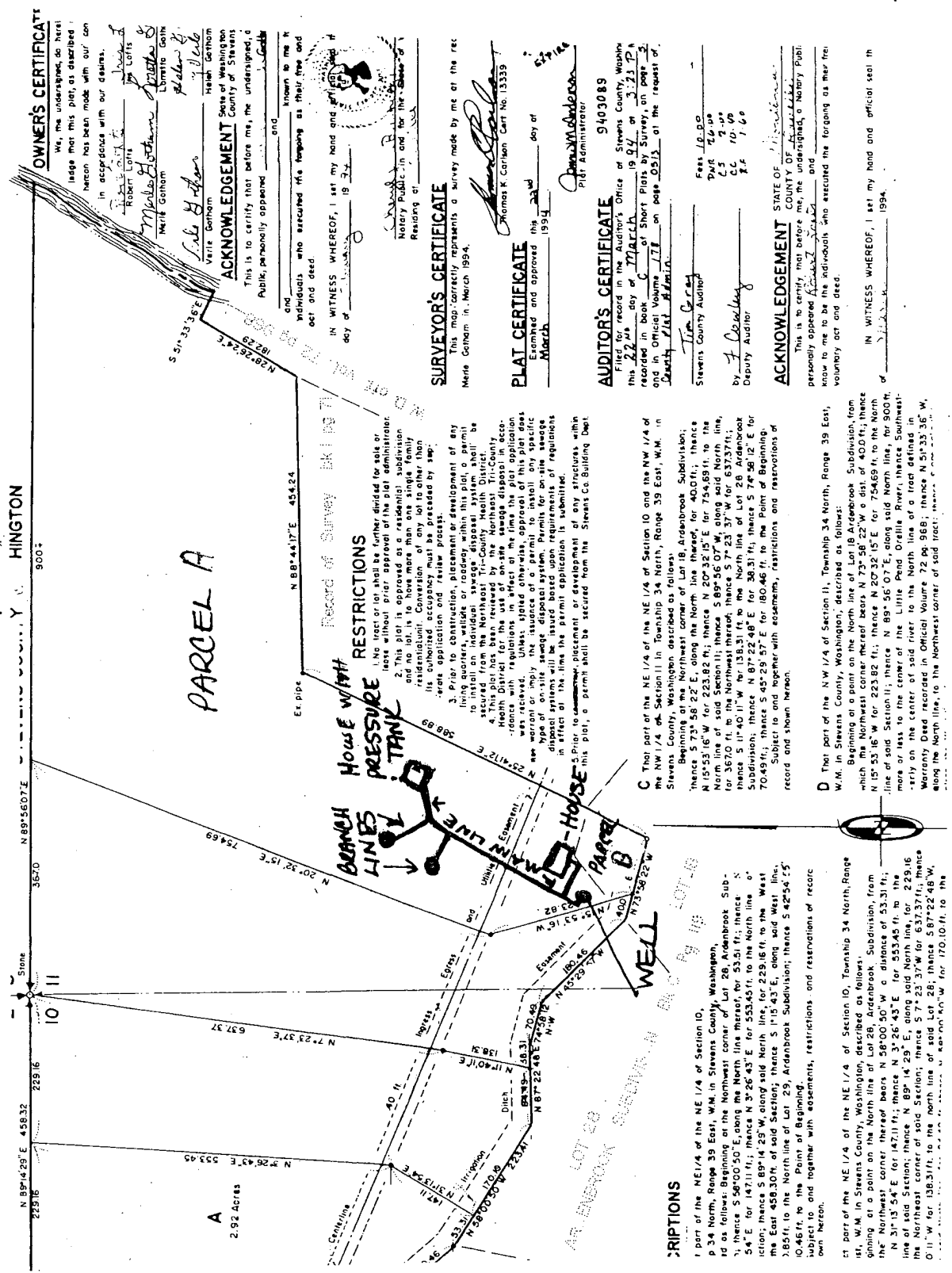
STATE OF WASHINGTON)
) ss.
COUNTY OF STEVENS)

On this day personally appeared before me GARY A. HARTLING and BARBARA G. HARTLING, husband and wife, 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 uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of July, 2009.


NOTARY PUBLIC in and for the State of
Washington, residing at Colville, WA
My Appointment Expires: 3-1-2013





DRILLED WELL, WATER SYSTEM, PRESSURE TANK, PIPELINE EASEMENT AGREEMENT - Page 5

OWNER'S CERTIFICATE
We, the undersigned, do hereby declare that this plat as described hereon has been made with our consent in accordance with our desires.

Robert Lott
Robert Lott
Mabel H. Johnson
Marie Gathum
Lyle H. Johnson
Verlie Gathum
Marie Gathum
Marie Gathum

ACKNOWLEDGEMENT
State of Washington
County of Stevens
This is to certify that before me, the undersigned, a Notary Public, personally appeared _____ and _____ known to me to be the individuals who executed the foregoing as their free and voluntary act and deed.

IN WITNESS WHEREOF, I set my hand and official seal this _____ day of _____ 19____.

Notary Public in and for the State of Washington
Marie Gathum in, March 1994.

SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me at the request of Marie Gathum in, March 1994.

Examined and approved this _____ day of _____ 19____.

Notary Public
Marie Gathum
Marie Gathum
Marie Gathum

PLAT CERTIFICATE
Examined and approved this _____ day of _____ 19____.

Notary Public
Marie Gathum
Marie Gathum
Marie Gathum

AUDITOR'S CERTIFICATE
This plat is recorded in the Auditor's Office of Stevens County, Washington on this _____ day of _____ 19____ at _____ o'clock _____ P.M. and is recorded in book _____ of Short Plats by Survey, on page _____ and in Official Volume _____ on page _____ of the request of _____.

Stevens County Auditor
Tina Gray
Deputy Auditor
F. Dewdney

ACKNOWLEDGEMENT
STATE OF _____
COUNTY OF _____
This is to certify that before me, the undersigned, a Notary Public, personally appeared _____ and _____ known to me to be the individuals who executed the foregoing as their free and voluntary act and deed.

IN WITNESS WHEREOF, I set my hand and official seal this _____ day of _____ 19____.

RESTRICTIONS

1. Part of the NE 1/4 of the NE 1/4 of Section 10, Township 34 North, Range 39 East, W.M. in Stevens County, Washington, described as follows: Beginning at a point on the North line of Lot 28, Ardenbrook Subdivision, from the Northwest corner thereof bears N 73° 58' 22" W a distance of 40.0 ft; thence N 15° 53' 16" W for 223.82 ft; thence N 20° 32' 15" E for 754.69 ft; to the North line of said Section 10; thence S 89° 56' 07" W along said North line, for 367.0 ft to the Northwest corner; thence S 7° 23' 37" W for 637.37 ft; thence S 1° 40' 11" W for 138.31 ft to the North line of Lot 28, Ardenbrook Subdivision; thence N 87° 22' 48" E for 36.31 ft; thence S 7° 56' 12" E for 70.49 ft; to the Point of Beginning.

Subject to and together with easements, restrictions and reservations of record and shown hereon.

2. That part of the N.W. 1/4 of Section 11, Township 34 North, Range 39 East, W.M. in Stevens County, Washington, described as follows: Beginning at a point on the North line of Lot 18, Ardenbrook Subdivision, from the Northwest corner thereof bears N 73° 58' 22" W a distance of 40.0 ft; thence N 15° 53' 16" W for 223.82 ft; thence N 20° 32' 15" E for 754.69 ft; to the North line of said Section 11; thence N 89° 56' 07" E, along said North line, for 367.0 ft to the Northwest corner; thence S 7° 23' 37" W for 637.37 ft; thence S 1° 40' 11" W for 138.31 ft to the North line of Lot 18, Ardenbrook Subdivision; thence N 87° 22' 48" E for 36.31 ft; thence S 7° 56' 12" E for 70.49 ft; to the Point of Beginning.

Subject to and together with easements, restrictions and reservations of record and shown hereon.