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McGrane & Schuerman
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Colville, WA 99114



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Recorded at the request of:
MCGRANE & SCHUERMAN, COLVILLE

10/03/2024 03:51 PM Pages: 1 of 3
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Stevens County, Washington
Lori Larsen Auditor

mj

File: X:\CLIENTS\FryerDuaneEllen\2024.09.20 WellWaterUseAgree.frm

WELL AND WATER USE AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of October, 2024 by and between JERI S. RAUB, a widow, hereinafter referred to as RAUBS, and, DUANE A. FRYER and ELLEN LYNETTE FRYER husband and wife, hereinafter referred to as FRYERS;

WHEREAS, JERI S. RAUB, a widow is the owner of the following described real property:
Assessor's Tax Parcel No.: 1679201

Legal: The N1/2 of the W1/2 of the SE1/4 of the SE1/4 and the N1/2 of the E1/2 of the SW1/4 of the SE1/4 of Section 35, Township 34 North, Range 37 East, W.M., in Stevens county, Washington.

WHEREAS, DUANE A. FRYER, as his sole and separate property, is the owner of the following described real property:
Assessor's Tax Parcel No.: 1679501

Legal: The S1/2 of the W1/2 of the SE1/4 of the SE1/4 and the S1/2 of the E1/2 of the SW1/4 of the SE1/4 of Section 35, Township 34 North, Range 37 East, W.M., in Stevens county, Washington.

WHEREAS, the parties hereto are the co-owners of a well and water system located upon the property of RAUBS previously described which includes a pipeline providing water to the properties of both parties as previously described above; and

WHEREAS, the parties wish to set forth an agreement for the use, operation and maintenance of the well and water system;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Ownership of Water System: It is agreed that each of the parties hereto is the owner of an undivided one-half (1/2) interest in the aforementioned well, water system and main distribution lines and that each party shall share equally in the cost of operation and maintenance of the water system, provided, however, each party shall be responsible for the maintenance of that portion of the water lines which serve only the property of such party.

2. Use of Water System: It is agreed that each party shall have the right to connect to the main water system with not more than one (1) distribution water line. The water used by each of the parties shall be limited to domestic household use, and garden irrigation for one (1) single family dwelling on the property of each party as above described.

3. Equal Maintenance Responsibilities: It is agreed that each lot shall share equally in the cost of operation and maintenance of the water system provided, however, each lot owner shall be responsible for the maintenance of that portion of the water lines which serve only their property. In the event that there are major capital expenditures relating to said water system by reason of a failed pump, failed electrical controls, failed holding tank, or other such common failure, each of the lot owners shall share equally in said repair costs.

4. Electrical Cost: The electrical to operate the pump for the water system comes from the Fryer property, and is not separately metered from the household electric. At this time the parties agree that the owner of the Raub Parcel shall pay FIFTEEN DOLLARS (\$15.00) per month, payable at least yearly. Such electrical payment shall be prepaying for future months. The parties may mutually agree to a different amount based upon estimated electrical costs. If the well is metered, then the electrical cost for the metered well shall be split evenly between the parties.

5. Limits of Construction: The parties agree and covenant that said parties, their heirs, successors and assigns, will not construct, maintain, or suffer to be constructed or maintained upon either of their properties, within 100 feet of the well herein described so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drainfields, 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. The well is on the Raub Parcel, and likely not within 100 feet of the Fryer Parcel; however, the exact distance is not known, and this term applies to both properties.

6. Easement: There shall be hereby granted a ten (10) foot easement(s) over and along the course of water pipelines, and particularly from the Fryer Parcel boundary with the Raub Parcel, along the course of the Fryer Distribution Line, and along the Joint Distribution line to the holding tank and Well, for maintenance of the water line(s).

7. Default: In the event either party shall fail to make any payment provided for herein, the other party shall have a lien upon the property of the defaulting party as above-described for the payment of such obligation.

8. Attorney's Fees: In the event either party is required to employ the services of an attorney to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in connection therewith.

9. Binding Effect: This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

DATED this 30 day of September, 2024.

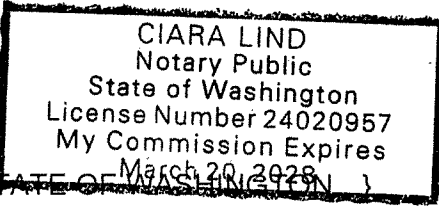
Jeri S. Raub
JERI S. RAUB

Duane A. Fryer
DUANE A. FRYER
Ellen Lynette Fryer
ELLEN LYNETTE FRYER

STATE OF WASHINGTON }
 } ss
County of Stevens }

I certify that I know or have satisfactory evidence that JERI S. RAUB is the person who appear before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

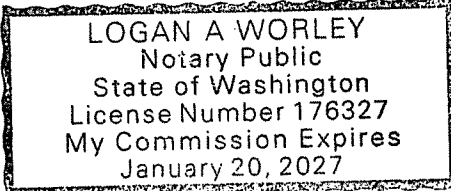
DATED this 2nd day of October, 2024.


STATE OF WASHINGTON }
 } ss
County of Stevens }

Ciara Lind
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue, WA.
My appointment expires: 3/20/28

I certify that I know or have satisfactory evidence that DUANE A. FRYER and ELLEN LYNETTE FRYER are the persons who appear before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 30 day of September, 2024.


LOGAN A. WORLEY
Notary Public
State of Washington
License Number 176327
My Commission Expires
January 20, 2027

Logan A. Worley
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue, WA.
My appointment expires: 1/20/27