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Auditor File #: 2022-0001904

McGrane & Schuerman
Town Center Building
298 South Main, Suite 304
Colville, WA 99114

Recorded at the request of:
MCGRANE & SCHUERMAN, COLVILLE

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Stevens County Washington
Lori Larsen Auditor

mj

File: X:\CLIENTS\CrudenGabriel\1.10.22 WellWaterUseAgmt.frm al
WELL AND WATER USE DEDICATION

THIS DEDICATION of the well, well water, and well infrastructure is made this 28th day of February, 2022 by **GABRIEL CRUDEN and GRETCHEN CRUDEN**, a married couple, hereinafter referred to as Dedicators;

WHEREAS, Dedicators are the owners of the following described real property:

Assessor's Tax Parcel No.: 1973150, 1976550

Lot 1 of Short Plat No. SP 77-95, located in Government Lot 4 of Section 28 and in the NW1/4 of Section 33, all in Township 37 North, Range 38 East, W.M., in Stevens County, Washington, according to short plat recorded January 22, 1996, under Auditor's File No. 9600727.

and

Assessor's Tax Parcel No.: 1973100, 1976500

Lot 2 of Short Plat No. SP 77-95, located in Government Lot 4 of Section 28 and in the NW1/4 of Section 33, all in Township 37 North, Range 38 East, W.M., in Stevens County, Washington, according to short plat recorded January 22, 1996, under Auditor's File No. 9600727.

WHEREAS, the Dedicators have a well situated on Parcel No. 1973100 that provides residential water to the house on Parcel No. 1973150 and the house on Parcel No. 1973100;

WHEREAS, the Dedicators will be completing a boundary line adjustment with Stevens County Planning Department, and have proposed new legal descriptions for the parcels;

WHEREAS, the proposed new descriptions for the Parcels in the Dedicators Application for boundary line adjustment are:

Parcel: 1973150, 1976550

AMENDED Lot SP 77-95-1: That portion of the West 350 feet of Government Lot 4 in Section 28, and that portion of the West 350 feet of the Northwest quarter of the Northwest quarter in Section 33, lying North and West of the right of way for Primary State Highway No. 22 (SR 25), all in Township 37 North, Range 38 East, W.M., in Stevens County Washington.

EXCEPT COMMENCING at the Southwest corner of said Section 28; thence, along the South line of said Section 28, North 84°56'26" East 385.06 feet to the TRUST POINT OF BEGINNING for this description; thence South 23°01'10" East 26.51 feet to a 5/8" rebar with 1½" aluminum cap in the Northerly right of way line of Primary State Highway No. 22; thence, along said right of way line, North 62°04'02" East 17.19 feet to the beginning of a curve concave to the Southeast, having a radius of 1575.00 feet; thence along said right of way line and curve, Easterly 256.18 feet, through a central angel of 9°19'09" to a 5/8" rebar with a 1½" aluminum cap; thence, leaving said right of way ling, North 41°41'13" West 183.14 feet to a 5/8" rebar with a 1 ½" aluminum cap; thence South 65°19'32" West 214.49 feet to a 5/8" rebar with a 1 ½" aluminum cap; thence South 23°01'10" East 143.40 feet to the Point of Beginning.

EXCEPT a tract of land containing 5.66 acres, more or less, in Lot 4 as outlined on print of Sheet No 1747, Columbia River Reservoir, Grant Coulee Dam, attached to and made a part of Land Purchase Contract recorded in Volume 101 of Deeds, page 157.

EXCEPT a tract of land containing 11.29 acres, more or less, being a portion of Lot 4 of Section 28, as outlined and shaded on print of Sheet No. 2386, Relocation of Great Northern Railroad, Columbia Basin Project, Washington, attached to Land Purchase Contract recorded in Volume 110 of Deeds, page 22.

EXCEPT a tract of land containing 0.20 acres, more or less, being a part of Lot 4 of Section 28, as outlined and shaded on print of Sheet No. 2540, Relocation of Great Northern Railroad, Columbia Basin Project, Washington, attached to contract to purchase recorded in Volume 110 of Deeds, page 508.

EXCEPT tract conveyed to Great Northern Railway Company by Deed Dated January 31, 1970, recorded February 6, 1970, Under Auditors File No. 399286

EXCEPT tract conveyed to State of Washington by Deed recorded May 22, 1968, Under Auditors File No. 392704, in the matter of Primary State Highway No. 22, SR 25.

and

Parcel: 1973100

AMENDED Lot SP 77-95-2: That portion of Government Lot 4 in Section 28, and that portion of the Northwest quarter of the Northwest quarter in Section 33, lying North and West of the right of way for Primary State Highway No 22 (SR 25), all in Township 37 North, Range 38 East, W.M., in Stevens County, Washington.

EXCEPT the West 350 feet thereof.

EXCEPT COMMENCING at the Southwest corner of said Section 28; thence, along the South line of said Section 28, North 84°56'26" East 385.06 feet to the TRUST POINT OF BEGINNING for this description; thence South 23°01'10" East 26.51 feet to a 5/8" rebar with 1½" aluminum cap in the Northerly right of way line of Primary State Highway No. 22; thence, along said right of way line, North 62°04'02" East 17.19 feet to the beginning of a curve concave to the Southeast, having a radius of 1575.00 feet; thence along said right of way line and curve, Easterly 256.18 feet, through a central angel of 9°19'09" to a 5/8" rebar with a 1½"

aluminum cap; thence, leaving said right of way line, North 41°41'13" West 183.14 feet to a 5/8" rebar with a 1 ½" aluminum cap; thence South 65°19'32" West 214.49 feet to a 5/8" rebar with a 1 ½" aluminum cap; thence South 23°01'10" East 143.40 feet to the Point of Beginning.

EXCEPT a tract of land containing 5.66 acres. More or less, in Lot 4 as outlined on print of Sheet No 1747, Columbia River Reservoir, Grant Coulee Dam, attached to and made a part of Land Purchase Contract recorded in Volume 101 of Deeds, page 157.

EXCEPT a tract of land containing 11.29 acres, more or less, being a portion of Lot 4 of Section 28, as outlined and shaded on print of Sheet No. 2386, Relocation of Great Northern Railroad, Columbia Basin Project, Washington, attached to Land Purchase Contract recorded in Volume 110 of Deeds, page 22.

EXCEPT a tract of land containing 0.20 acres, more or less, being a part of Lot 4 of Section 28, as outlined and shaded on print of Sheet No. 2540, Relocation of Great Northern Railroad, Columbia Basin Project, Washington, attached to contract to purchase recorded in Volume 110 of Deeds, page 508.

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EXCEPT tract conveyed to State of Washington by Deed recorded May 22, 1968, Under Auditors File No. 392704, in the matter of Primary State Highway No. 22, SR 25.

WHEREAS, the Dedicators plan to sell a portion of their property, and wish to set forth the rights and responsibilities of the future property owners to the use, operation and maintenance of the well and water system;

NOW, THEREFORE, the Dedicators make the following dedication:

1. Ownership of Water System: The Dedicators hereby dedicate to the above described parcels as they now exist and to the parcels as they may be amended by the Dedicator's proposed boundary line adjustment, an undivided one-half (1/2) interest in the aforementioned well, well water, water system, and main distribution lines and that each party shall share equally in the cost of operation, maintenance, and repair of the water system, provided, however, each party shall be responsible for the maintenance and repair of that portion of the water lines which serve only the property of such party.

2. Residential Use of Water: Use of the water for residential purposes shall have priority over irrigation or other non household uses. This dedication is for only one residence on each of the parcels above. If any of above properties is divided, this dedication shall only apply to the one currently existing residence and the parcel the residence is on.

3. Electrical Costs: Electrical costs for the well shall be shared evenly between the owners of the Parcels.

4. Government Regulations: Both parties agreed to comply with and County, State or other governmental regulations relating to the operation of the water system.

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 the said land of Dedicator and 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.

6. Easement: Dedicator hereby dedicates a ten (10) foot easement(s) over and along the course of water pipelines serving Parcel 1973150, particularly from the well on Parcel 1973100 to Parcel 1973150. Dedicator further dedicates a ten (10) foot easement(s) over and along the course of water pipelines serving Parcel 1973100 that are located on Parcel 1973150. Attached are Map Exhibits showing the approximate location of the well and waterlines. This Easement shall also apply to the new boundaries of the Amended Parcels.

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. Dedication and Easement to Benefit Amended Parcels: The Dedicator's intent is that this Well and Water use Dedication and the easements shall apply to the currently described properties, and shall also apply to the properties upon the completion of the boundary line adjustment. The attached Map Exhibits show the location of the easements with the currently described properties, and the properties after the proposed boundary line adjustment.

10. 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 28th day of February, 2022.

[Signature]
 GABRIEL CRUDEN

[Signature]
 GRETCHEN CRUDEN

STATE OF WASHINGTON }
 } ss
 County of Stevens }

I certify that I know or have satisfactory evidence that GABRIEL CRUDEN and GRETCHEN CRUDEN 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 28th day of February, 2022.

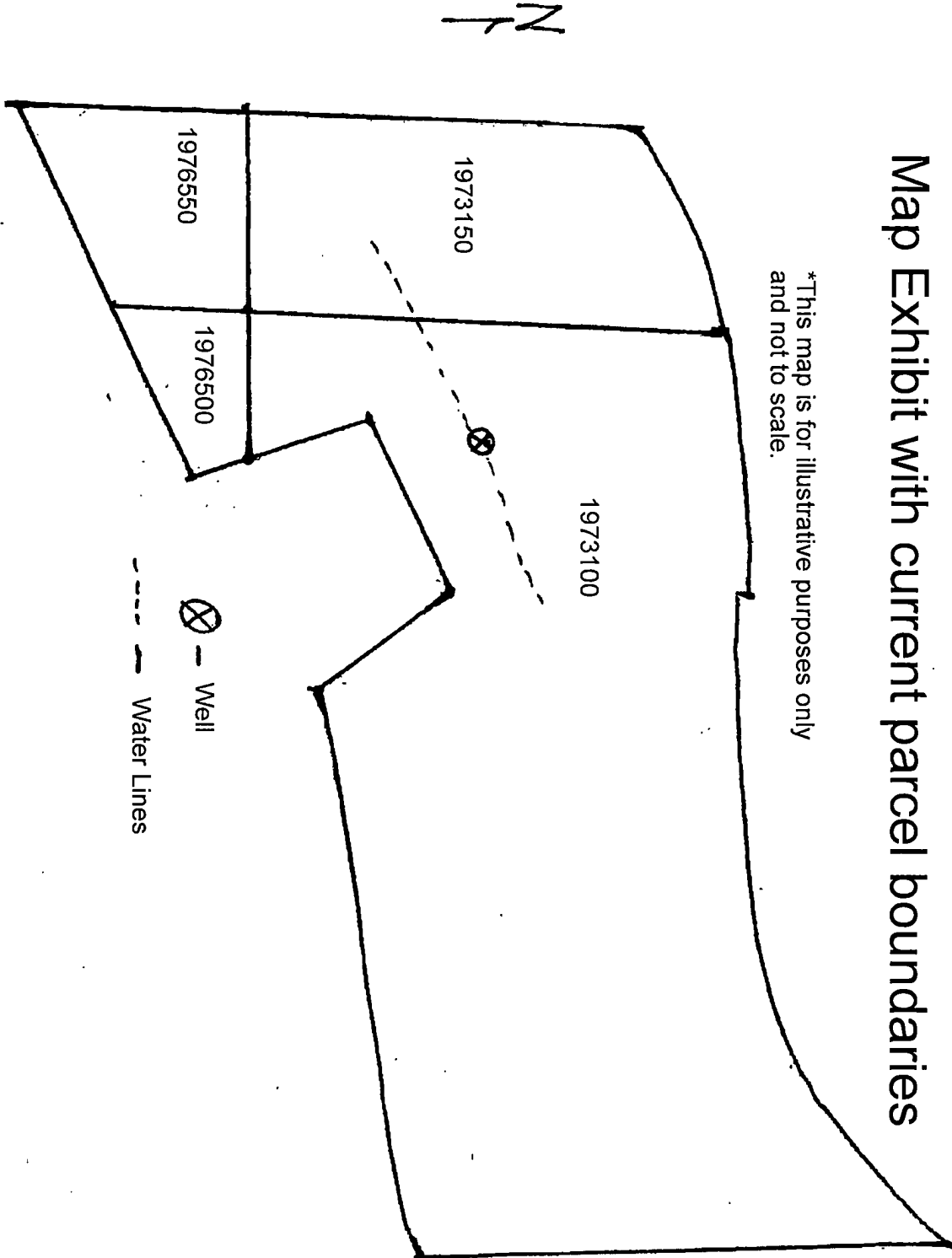
[Signature]
 NOTARY PUBLIC in and for the State of
 Washington residing at Boz, WA.
 My appointment expires: 1/20/23

LOGAN A. WORLEY
 Notary Public
 State of Washington
 License Number 176327
 My Commission Expires
 January 20, 2023

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 Notary Public
 State of Washington
 License Number 176327
 My Commission Expires
 January 20, 2023

Map Exhibit with current parcel boundaries

*This map is for illustrative purposes only
and not to scale.



Map Exhibit with proposed amended parcel lines

*This map is for illustrative purposes only and not to scale.

