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10% RE Excise Tax EXEMPT
Date Dec 13 1985
By Audrey P. Johnson
Deputy County Treasurer

DB

A G R E E M E N T

THIS AGREEMENT made this 11th day of January, 1985, between GORDON R. NELSON and JOYCE NELSON, husband and wife, STEPHEN FUHRMAN and DONNA S. FUHRMAN, husband and wife, MICHAEL D. LaLONDE and LAURIE A. LaLONDE, husband and wife, and JACK J. CLOWSER and BONNIE J. CLOWSER, husband and wife,

WITNESSETH:

Whereas, the parties have certain interests in the property of Nelson's Subdivision and adjoining acreage, as more particularly designated in Parcels A, B, C and D in Exhibit A attached hereto and by this reference made a part hereof, and

Whereas, the parties by this Agreement desire to establish their respective rights and liabilities with respect to the use of the well and water system, as located and described on said plat of Nelson's Subdivision.

NOW, THEREFORE, IT IS MUTUALLY AGREED, as follows:

1. No parcel owner shall construct, maintain or suffer to be constructed or maintained within 100 feet of the well located on said Plat of Nelson's Subdivision 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; PROVIDED, HOWEVER, that enclosures shall be permitted for the purpose of pasturing and grazing of livestock.

2. The owners of Parcels A and B are hereby each granted a perpetual and non-exclusive easement ten (10) feet in width for the establishment and maintenance of water lines from said well to their respective parcels, being five (5) feet on each side of the centerline of said easements as more particularly set forth and described in said plat of Nelson's Subdivision. The owners of Parcel C are hereby granted a perpetual and non-exclusive easement ten (10) feet in width for the maintenance of the existing water line extending from said well to the

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buildings and improvements situated on Parcel C, as said water line is now established and in use.

3. The owners of Parcels A, B, C and D are hereby granted and do hereby reserve a perpetual and non-exclusive road and utility easement 60 feet in width, being 30 feet on each side of the centerline of said easement, as more particularly described and set forth in said plat of Nelson's Subdivision.

4. It is agreed that the right to use of water from said well above referred to is hereby allocated as follows:

A. Parcels A, B and C shall have the right to draw water from said well in the maximum ^{amount} of 1,500 gallons per day. The owner of Parcel D hereby reserves the right to all remaining water from said well to be used on Parcel D, including the right to subdivide said Parcel D up to a maximum of six (6) tracts, subject to the condition that any such subdivision shall comply with state and county platting ordinances.

B. The use of water from said well, either by existing parcels or any parcels hereinafter subdivided and platted, shall at all times comply with the Environmental Health requirements established by the Northeast Tri-County Health District for a Class IV water system and with the requirements of any other governmental agency applicable thereto.

5. It is agreed that the expenses of maintenance and operation of the existing pump and water system, including existing water lines and utility lines, for the purpose of conveying water from said well to the tracts herein described shall be pro-rated equally in proportion to the number of users of said water system; provided that each user shall be responsible for expense of maintenance of the water line within the boundaries of his ownership; and further provided that the owner or owners of Parcel D, as now existing or hereafter subdivided, shall be responsible for all costs of establishing and maintaining any additional water lines for the use of water within the boundaries of Parcel D and any expense of upgrading or replacing the existing pump or pumping system which may be necessary to supply a sufficient volume of water for increased usage on Parcel D. At any time the majority of the parcel owners may form a non-profit association or corporation, as

approved by the Department of Social and Health Services, for the purpose of management and maintenance of said water system, upon the following terms and conditions:

A. Until Tract D is further subdivided, the owners of Parcels A, B and C shall have one (1) vote and the owner of Parcel D shall have six (6) votes in determining a majority under the provisions of this paragraph. In the event that Parcel D is hereafter subdivided into two or more parcels, then the owner of each subdivided parcel within said Parcel D shall have one (1) vote in determining a majority, said vote to be deducted from the total allocated to Parcel D.

B. Said association or corporation formed for said purpose shall have full and complete power and authority to establish rules and regulations for the operation and maintenance of said well and water system which are not inconsistent with the provisions of this Agreement, including the power to assess charges against parcel owners for expenses of operation and maintenance and to provide remedies for the collection thereof, including the power to terminate water service. All actions and decisions of said corporation or association shall be made by a majority vote of the parcel owners, exercising the number of votes as provided each parcel under the provisions of Paragraph 5.A., above.

6. The terms and provisions of this Agreement shall inure to and bind the heirs, successors and assigns of the parties hereto.

WITNESSETH the hands of the parties the day and year first above written.

Gordon R. Nelson
Gordon R. Nelson

Stephen R Fuhrman
Stephen Fuhrman

Joyce Nelson
Joyce/Nelson

Donna S. Fuhrman
Donna S. Fuhrman

Michael D. LaLonde
Michael D. LaLonde

Jack J. Clowser
Jack J. Clowser

Laurie A. LaLonde
Laurie A. LaLonde

Bonnie J. Clowser
Bonnie J. Clowser
Jack J. Clowser
POA

STATE OF WASHINGTON)
: ss.
County of Stevens)

On this day personally appeared before me Gordon R. Nelson and Joyce Nelson, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

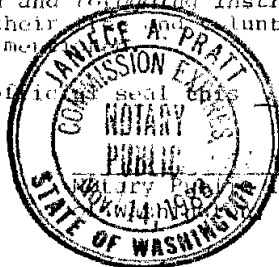
GIVEN under my hand and official seal this 10th day of December, 1985.

Gordon R. Nelson
Notary Public in and for the State of Washington, residing at Colville.

STATE OF WASHINGTON)
: ss.
County of Stevens)

On this day personally appeared before me Stephen Fuhrman and Donna S. Fuhrman, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 10th day of December, 1985.



Gordon R. Nelson
Notary Public in and for the State of Washington, residing at Colville.

STATE OF WASHINGTON)
: ss.
County of Stevens)

On this day personally appeared before me Michael D. Lalonde and Laurie A. Lalonde, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 10th day of December, 1985.

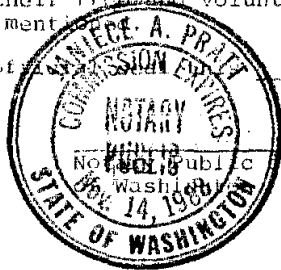


Gordon R. Nelson
Notary Public in and for the State of Washington, residing at Colville.

STATE OF WASHINGTON)
: ss.
County of Stevens)

On this day personally appeared before me Jack J. Clowser and Bonnie J. Clowser, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged 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 10th day of December, 1985.



Gordon R. Nelson
Notary Public in and for the State of Washington, residing at Colville.

EXHIBIT A to Agreement dated 12/10, 1985, between GORDON R. NELSON and JOYCE NELSON, husband and wife; STEPHEN FUHRMAN and DONNA S. FUHRMAN, husband and wife; MICHAEL D. LaLONDE and LAURIE A. LaLONDE, husband and wife; and JACK J. CLOWSER and BONNIE J. CLOWSER, husband and wife.

PARCEL A, Owners, GORDON R. NELSON and JOYCE NELSON, husband and wife:

Parcel A of NELSON'S SUBDIVISION in the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 5, Township 35 North, Range 39, East, W.M., Stevens County, Washington, recorded September 28, 1983, in Book D of Plats, page 81, and in Official Volume 74, page 1492, more particularly described, as follows:

Commencing at the center of said Section 5; thence along the East line of said NW $\frac{1}{4}$ N0°57'41" W 90.00 feet to the point of beginning; thence leaving said East line N78°24'26" W 315.00 feet; thence N0°51'10" W 371.39 feet; thence S68°01'27" E 335.20 feet to the East line of said NW $\frac{1}{4}$; thence along said East line S0°56'41" E 310.00 feet to the point of beginning.

PARCEL B, Owners, GORDON R. NELSON and JOYCE NELSON, husband and wife, as Sellers, and STEPHEN R. FUHRMAN and DONNA S. FUHRMAN, husband and wife, as Purchasers:

Parcel B of NELSON'S SUBDIVISION in the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 5, Township 35 North, Range 39, East, W.M., Stevens County, Washington, recorded September 28, 1983, in Book D of Plats, page 81, and in Official Volume 74, page 1492, more particularly described, as follows:

Commencing at the center of said Section 5; thence along the East line of said NW $\frac{1}{4}$ N0°56'41" W 90.00 feet; thence leaving said East line N78°24'26" W 315.00 feet; thence N0°51'10" W 371.39 feet; thence N22°49'39" W 377.01 feet; thence N18°44'18" E 160.08 feet; thence N71°15'42" W 30.00 feet to the point of beginning; thence N71°17'14" W 300.00 feet; thence N17°52'30" E 371.39 feet; thence N68°18'29" E 270.25 feet; thence S30°39'55" E 131.55 feet; thence S18°44'18" W 460.88 feet to the point of beginning.

PARCEL C, Owners, JACK J. CLOWSER and BONNIE J. CLOWSER, husband and wife, as Sellers, and MICHAEL D. LaLONDE and LAURIE A. LaLONDE, husband and wife, as Purchasers, subject to Nelson-Clowser Contract referred to in Parcel D:

That part of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 5, Township 35 North, Range 39, East, W.M., in Stevens County, Washington, described as follows:

Commencing at the center of said Section 5; thence along the East line of said NW $\frac{1}{4}$ N0°56'41" W 90.00 feet; thence leaving said East line N78°24'26" W 315.00 feet; thence N0°51'10" W 371.39 feet; thence N22°49'39" W 377.01 feet; thence N18°44'18" E 160.08 feet; thence N71°15'42" W 30.00 feet to the true point of beginning; thence N71°17'14" W 300.00 feet; thence S66°43'30" W 134.54 feet; thence S18°42'52" W to a boundary post agreed upon and identified by the parties as the Southwest corner of said tract; thence East to a marker agreed by the parties as the Southeast corner of said tract, which is located on that portion of the line above described and underlined, reading as follows: "thence N22°49'39" W 377.01 feet;" thence N22°49'39" West to the end of said line; thence N18°44'18" E 160.08 feet; thence N71°50'42" W 30.00 feet to the point of beginning.

NOTE: It is agreed that the Southwest and Southeast corners referred to in the above description, as "marked and agreed upon" shall be surveyed and the survey location and description of said boundary corners and the South boundary line of said tract shall be substituted for the above description for the purpose of this Agreement.

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PARCEL D, Owners, GORDON R. NELSON and JOYCE NELSON, husband and wife, as Sellers, and JACK J. CLOWSER and BONNIE J. CLOWSER, husband and wife, as Purchasers, pursuant to Real Estate Contract dated September 6, 1985, recorded October 3, 1985, auditor's file No. 549949:

That part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 5, Township 35 North, Range 39, East, W.M., Stevens County, Washington, described as follows:

Beginning at the center of said Section 5; thence, along the East line of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, S0°56'41" East, 1247.21 feet to the Northerly right of way line of State Highway No. 395; thence along said Northerly right of way line, North 45°30'00" West 1623.10 feet to the Southeasterly corner of Tract "D" as shown on that map recorded in Book "A" of Short Plats at page 53; thence, along the Easterly line thereof, N 21°59'00" E 430.33 feet to an iron pipe at the Northeasterly corner of said Tract "D"; thence, along the Northerly boundary thereof, N59°12'00" W 122.46 feet to an iron pipe at the Southeast corner of Tract "C" of said Short Plat; thence, along the Easterly boundary of said Tract "C", N18°42'52" E 758.85 feet to an iron pipe; thence, leaving said Easterly boundary, N66°43'33" East 134.54 feet to the Southwest corner of Parcel B as shown on that map of Nelson's Subdivision as recorded in Book "D" of Plats on page 81; thence along the Southerly line thereof, S71°17'14" E 300.00 feet to the Southeast corner of said Parcel B; thence S71°15'42" E 30.00 feet to the centerline of that 60 foot wide non-exclusive road and utility easement as shown on that map of Nelson's Subdivision; thence, along said centerline S18°44'18" W 160.08 feet; thence S22°49'39" E 377.01 feet to the Northwest corner of Parcel A as shown on that map of Nelson's Subdivision; thence along the Westerly boundary of said Parcel A, S0°51'10" E 371.39 feet to the Southwest corner thereof; thence, along the Southerly boundary of said Parcel A, S78°24'26" E 315.00 feet to the East line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 5; thence, along said East line, S0°56'41" E 90.00 feet to the Point of Beginning.

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STEVENS COUNTY AUDITOR

At request of
Commonwealth Land Title Company
WILLIAM E. PROVOST
COUNTY AUDITOR

Chaine M. Davidson
Deputy

Mail to Pam Hudson
\$10.00 Colville, Wa 99114

CFE-101-1722