

Real Estate Excise Tax	
AFF#	<u>22mt</u>
Date Pd	
Original	<u>none</u>
Amt Pd	
Int	Pen
Stevens County Treasurer Deputy	
By	Date <u>8-30-05</u>

Auditor File #: 2005 0010687

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

AFTER RECORDING RETURN TO: on 08/31/2005 at 11:25

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

Total of 12 page(s) Paid: \$ 43.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR
KHUBBELL

Parcel Nos. 2391100; 2391800; 2391400; 2391700 and 2391600

956600① File: 3925

SPRING FED DUG WELL WATER AND PIPELINE EASEMENT AGREEMENT

THIS SPRING FED DUG WELL WATER AND PIPELINE EASEMENT AGREEMENT, made and entered into this 20th day of August, 2005 by and between BARBARA K. GALBRAITH, a single person, hereinafter designated as GALBRAITH; and DAVID W. FITZGERALD, a single person, hereinafter designated as FITZGERALD; and DEBORAH MITCHELL, a single person; PETER J. CHMIELEWSKI, a single person, hereinafter designated as MITCHELL/CHMIELEWSKI; and BARBARA J. McADAM who acquired title as BARBARA J. PENSIERO, a single person, hereinafter designated as McADAM.

WHEREAS, GALBRAITH is the vested owner of the following described real property:

PARCEL A:

The N ½ of the SW ¼ of the SE ¼ of Section 11, Township 40 North, Range 39 East, W.M., in Stevens County, Washington;

AND

PARCEL B:

The N ½ of the E ½ of the E ½ of the S ½ of the SW ¼ of the SE ¼ of Section 11, Township 40 North, Range 39 East, W.M., in Stevens County, Washington.

Designated as Lot T-B of Short Plat No. SP 12-79 recorded April 6, 1979 under Auditor's File No. 482972.

WHEREAS, FITZGERALD is the vested owner of the following described real property:

The SW ¼ of the SW ¼ of the SE ¼ of Section 11, Township 40 North, Range 39 East, W.M., in Stevens County, Washington.

EXCEPT the NE ¼ of the SW ¼ of the SW ¼ of the SE ¼ of said Section 11.

WHEREAS, BARBARA J. McADAM, who acquired title as BARBARA J. PENSIERO, is the vested owner of the following described real property:

The S $\frac{1}{2}$ of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 40 North, Range 39 East, W.M., in Stevens County, Washington.

WHEREAS, MITCHELL/CHMIELEWSKI are the vested owners of the following described real property:

The N $\frac{1}{2}$ of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, Township 40 North, Range 39 East, W.M., in Stevens County, Washington.

Designated as Lot T-A of Short Plat No. SP 12-79 recorded April 6, 1979 under Auditor's File No. 482972.

WHEREAS, FITZGERALD; MITCHELL/CHMIELEWSKI and McADAM currently utilize water from a shared spring fed dug well with gravity flow water system located upon Parcel A of the real property owned by GALBRAITH with separate pipelines located upon Parcel A of the real property owned by GALBRAITH; and

WHEREAS, it is the intent of the parties hereto to establish an agreement governing the usage of water out of the shared spring fed dug well with gravity flow water system, together with the right to access and maintenance of the water pipelines emanating therefrom, and the water system situated thereon; and

WHEREAS, the parties desire that this Spring Fed Dug Well Water and Pipeline Easement Agreement be appurtenant to the GALBRAITH; FITZGERALD; MITCHELL/CHMIELEWSKI and McADAM parcels hereinabove described.

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

1. That FITZGERALD; MITCHELL/CHMIELEWSKI and McADAM shall have the right to continue to draw water from the shared spring fed dug well with gravity flow water system, located on Parcel A of the real property owned by GALBRAITH together with the right to maintain their respective water pipelines from said spring fed dug well with gravity flow water system, extending over and across Parcel "A" of the real property owned by GALBRAITH, the approximate location of said spring fed dug well with gravity flow water system is depicted on the attached Exhibit "A." FITZGERALD; MITCHELL/CHMIELEWSKI and McADAM shall be responsible for maintaining their respective water pipelines from the spring fed dug well with gravity flow water system, including the pipelines descending the hill on Parcel "A" hereinabove described to their current respective homes already established.

2. GALBRAITH hereby grants, to FITZGERALD; MITCHELL/CHMIELEWSKI and McADAM, their heirs, successors and assigns easement rights necessary to effectuate the usage of the spring fed dug well, and gravity flow water system, as well as the easement rights for a water pipeline as necessary for the operation of said spring fed dug well and gravity flow water system water pipeline.

3. GALBRAITH does not currently draw water from the spring fed dug well with a gravity flow water system, for her Parcel A or Parcel B, however, should she choose to do so in the future, she will be solely responsible for all installation fees incurred with the initial hook-up to said spring fed dug well and gravity flow water system. Furthermore, GALBRAITH agrees to maintain her own water lines from the spring fed dug well

with gravity flow water system to her Parcel "A" and Parcel "B" should she ever hook her properties up to the spring fed dug well with gravity flow water system.

4. FITZGERALD and MITCHELL/CHMIEWLEWSKI hereby acknowledge that they are currently drawing water from the spring fed dug well with gravity flow water system for domestic and household purposes, and they hereby agree to indemnify and hold harmless GALBRAITH, her heirs, successors and assigns and Montgomery Law Firm its employees and agents from any and all liability which may result from any claim of loss as to FITZGERALD and MITCHELL/CHMIEWLEWSKI utilizing waters from the spring fed dug well with gravity flow water system as their primary source of domestic and household waters.

5. The parties herein agree that all water drawn from the spring fed dug well with gravity flow water system shall be used to domestic and household purposes only. Said use shall include watering their immediate lawns and a small garden, however, the parties herein agree that there shall be no irrigation of land with the water drawn from the spring fed dug well with gravity flow water system.

6. In addition, if all of the parties herein agree that a larger water storage container is required to provide adequate water supply to all parties, the cost shall be divided equally between all families, their heirs, successors and assigns serviced by said well. In no way does GALBRAITH represent adequate water supply and shall not be held accountable for the well producing or not producing water.

7. 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 26th day of August, 2005.

Barbara K. Galbraith
BARBARA K. GALBRAITH

See Page 3C Due to Mailing
DEBORAH MITCHELL

See Page 3A Due to Mailing
DAVID W. FITZGERALD

See Page 3D Due to Mailing
PETER J. CHMIELEWSKI

See Page 3B Due to Mailing
BARBARA J. McADAM

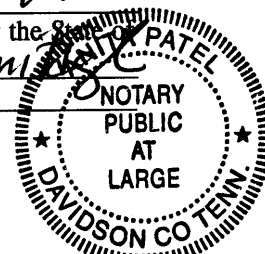
STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On this day personally appeared before me BARBARA K. GALBRAITH, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 26 day of August, 2005.

Shirley Patel
NOTARY PUBLIC in and for the State of
Tennessee, residing at Hermiston, OR
My Appointment Expires: _____

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with gravity flow water system to her Parcel "A" and Parcel "B" should she ever hook her properties up to the spring fed dug well with gravity flow water system.

and McADAM

4. FITZGERALD and MITCHELL/CHMIEWLEWSKI hereby acknowledge that they are currently drawing water from the spring fed dug well with gravity flow water system for domestic and household purposes, and they hereby agree to indemnify and hold harmless GALBRAITH, her heirs, successors and assigns and Montgomery Law Firm its employees and agents from any and all liability which may result from any claim of loss as to FITZGERALD and MITCHELL/CHMIEWLEWSKI utilizing waters from the spring fed dug well with gravity flow water system as their primary source of domestic and household waters.

5. The parties herein agree that all water drawn from the spring fed dug well with gravity flow water system shall be used to domestic and household purposes only. Said use shall include watering their immediate lawns and a small garden, however, the parties herein agree that there shall be no irrigation of land with the water drawn from the spring fed dug well with gravity flow water system.

6. In addition, if all of the parties herein agree that a larger water storage container is required to provide adequate water supply to all parties, the cost shall be divided equally between all families, their heirs, successors and assigns serviced by said well. In no way does GALBRAITH represent adequate water supply and shall not be held accountable for the well producing or not producing water.

7. 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 ____ day of August, 2005.

See Page 3 Due to Mailing
BARBARA K. GALBRAITH

David W. Fitzgerald Aug 18, 05
DAVID W. FITZGERALD

See Page 3C Due to Mailing
DEBORAH MITCHELL

See Page 3D Due to Mailing
PETER J. CHMIELEWSKI

See Page 3B Due to Mailing
BARBARA J. McADAM

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On this day personally appeared before me BARBARA K. GALBRAITH, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this ____ day of August, 2005.

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VOL. 333

NOTARY PUBLIC in and for the State of
Tennessee, residing at _____
My Appointment Expires: _____

with gravity flow water system to her Parcel "A" and Parcel "B" should she ever hook her properties up to the spring fed dug well with gravity flow water system.

and McADAM

4. FITZGERALD and MITCHELL/CHMIEWLEWSKI hereby acknowledge that they are currently drawing water from the spring fed dug well with gravity flow water system for domestic and household purposes, and they hereby agree to indemnify and hold harmless GALBRAITH, her heirs, successors and assigns and Montgomery Law Firm its employees and agents from any and all liability which may result from any claim of loss as to FITZGERALD and MITCHELL/CHMIEWLEWSKI and McADAM utilizing waters from the spring fed dug well with gravity flow water system as their primary source of domestic and household waters.

5. The parties herein agree that all water drawn from the spring fed dug well with gravity flow water system shall be used to domestic and household purposes only. Said use shall include watering their immediate lawns and a small garden, however, the parties herein agree that there shall be no irrigation of land with the water drawn from the spring fed dug well with gravity flow water system.

6. In addition, if all of the parties herein agree that a larger water storage container is required to provide adequate water supply to all parties, the cost shall be divided equally between all families, their heirs, successors and assigns serviced by said well. In no way does GALBRAITH represent adequate water supply and shall not be held accountable for the well producing or not producing water.

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

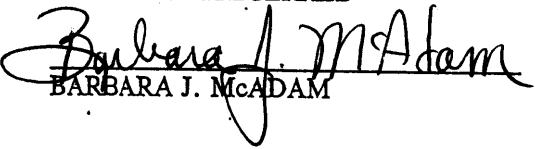
DATED this ____ day of August, 2005.

See Page 3 Due to Mailing
BARBARA K. GALBRAITH

See Page 3C Due to Mailing
DEBORAH MITCHELL

See Page 3A Due to Mailing
DAVID W. FITZGERALD

See Page 3D Due to Mailing
PETER J. CHMIBLEWSKI


BARBARA J. McADAM

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On this day personally appeared before me BARBARA K. GALBRAITH, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this ____ day of August, 2005.

NOTARY PUBLIC in and for the State of
Tennessee, residing at _____
My Appointment Expires: _____

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with gravity flow water system to her Parcel "A" and Parcel "B" should she ever hook her properties up to the spring fed dug well with gravity flow water system.

4. FITZGERALD and MITCHELL/CHMIEWLEWSKI/and McADAM hereby acknowledge that they are currently drawing water from the spring fed dug well with gravity flow water system for domestic and household purposes, and they hereby agree to indemnify and hold harmless GALBRAITH, her heirs, successors and assigns and Montgomery Law Firm its employees and agents from any and all liability which may result from any claim of loss as to FITZGERALD and MITCHELL/CHMIEWLEWSKI/and McADAM utilizing waters from the spring fed dug well with gravity flow water system as their primary source of domestic and household waters.

5. The parties herein agree that all water drawn from the spring fed dug well with gravity flow water system shall be used to domestic and household purposes only. Said use shall include watering their immediate lawns and a small garden, however, the parties herein agree that there shall be no irrigation of land with the water drawn from the spring fed dug well with gravity flow water system.

6. In addition, if all of the parties herein agree that a larger water storage container is required to provide adequate water supply to all parties, the cost shall be divided equally between all families, their heirs, successors and assigns serviced by said well. In no way does GALBRAITH represent adequate water supply and shall not be held accountable for the well producing or not producing water.

7. 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 17 day of August, 2005.

See Page 3 Due to Mailing

BARBARA K. GALBRAITH

See Page 3A Due to Mailing

DAVID W. FITZGERALD

See Page 3B Due to Mailing

BARBARA J. McADAM

See Page 3D Due to Mailing

PETER J. CHMIELEWSKI

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

On this day personally appeared before me BARBARA K. GALBRAITH, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this ____ day of August, 2005.

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VOL. 333

NOTARY PUBLIC in and for the State of
Tennessee, residing at _____
My Appointment Expires: _____

with gravity flow water system to her Parcel "A" and Parcel "B" should she ever hook her properties up to the spring fed dug well with gravity flow water system.

4. FITZGERALD and MITCHELL/CHMIEWLEWSKI/^{and McADAM} hereby acknowledge that they are currently drawing water from the spring fed dug well with gravity flow water system for domestic and household purposes, and they hereby agree to indemnify and hold harmless GALBRAITH, her heirs, successors and assigns and Montgomery Law Firm its employees and agents from any and all liability which may result from any claim of loss as to FITZGERALD and MITCHELL/CHMIEWLEWSKI/^{and McADAM} utilizing waters from the spring fed dug well with gravity flow water system as their primary source of domestic and household waters.

5. The parties herein agree that all water drawn from the spring fed dug well with gravity flow water system shall be used to domestic and household purposes only. Said use shall include watering their immediate lawns and a small garden, however, the parties herein agree that there shall be no irrigation of land with the water drawn from the spring fed dug well with gravity flow water system.

6. In addition, if all of the parties herein agree that a larger water storage container is required to provide adequate water supply to all parties, the cost shall be divided equally between all families, their heirs, successors and assigns serviced by said well. In no way does GALBRAITH represent adequate water supply and shall not be held accountable for the well producing or not producing water.

7. 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 ____ day of August, 2005.

See Page 3 Due to Mailing

BARBARA K. GALBRAITH

See Page 3A Due to Mailing

DAVID W. FITZGERALD

See Page 3C Due to Mailing

BARBARA J. McADAM

See Page 3C Due to Mailing

DEBORAH MITCHELL


PETER J. CHMIELEWSKI

15 Aug 05

STATE OF TENNESSEE)

) ss.

COUNTY OF DAVIDSON)

On this day personally appeared before me BARBARA K. GALBRAITH, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this ____ day of August, 2005.

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VOL. 333

NOTARY PUBLIC in and for the State of
Tennessee, residing at _____
My Appointment Expires: _____

STATE OF VERMONT)
) ss.
COUNTY OF BENNINGTON)

On this day personally appeared before me DAVID W. FITZGERALD, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 18 August, 2005.

John W. Furvey
NOTARY PUBLIC in and for the State of
Vermont, residing at Manchester
My Appointment Expires: 2/10/07

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF PENNINGTON)

On this day personally appeared before me DEBORAH MITCHELL, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this _____ August, 2005.

NOTARY PUBLIC in and for the State of
South Dakota, residing at _____
My Appointment Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me PETER J. CHMIEWLEWSKI, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this _____ August, 2005.

NOTARY PUBLIC in and for the State of
_____, residing at _____
My Appointment Expires: _____

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STATE OF VERMONT)
) ss.
COUNTY OF BENNINGTON)

On this day personally appeared before me DAVID W. FITZGERALD, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

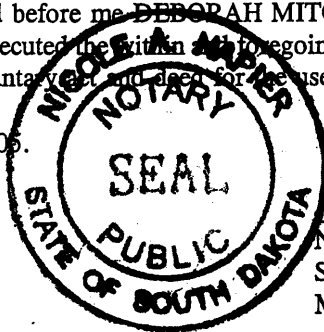
DATED this ____ August, 2005.

NOTARY PUBLIC in and for the State of
Vermont, residing at _____
My Appointment Expires: _____

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF PENNINGTON)

On this day personally appeared before me DEBORAH MITCHELL, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 18th August, 2005.



Nicole A. Depier
NOTARY PUBLIC in and for the State of
South Dakota, residing at Rapid City
My Appointment Expires: 10-25-07

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me PETER J. CHMIEWLEWSKI, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this ____ August, 2005.

NOTARY PUBLIC in and for the State of
_____, residing at _____
My Appointment Expires: _____

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STATE OF VERMONT)
) ss.
COUNTY OF BENNINGTON)

On this day personally appeared before me DAVID W. FITZGERALD, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this August, 2005.

NOTARY PUBLIC in and for the State of
Vermont, residing at _____
My Appointment Expires: _____

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF PENNINGTON)

On this day personally appeared before me DEBORAH MITCHELL, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this August, 2005.

NOTARY PUBLIC in and for the State of
South Dakota, residing at _____
My Appointment Expires: _____

STATE OF Montana)
) ss.
COUNTY OF Missoula)

On this day personally appeared before me PETER J. CHMIEWLEWSKI, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 15th August, 2005.



APRIL FRASER
NOTARY PUBLIC-MONTANA
Residing at Missoula, MT
My Comm. Expires 31 July 2009

April Fraser
April Fraser
NOTARY PUBLIC in and for the State of
Montana, residing at Missoula, Montana
My Appointment Expires: 31 July 2009

STATE OF WASHINGTON)
) ss.
COUNTY OF STEVENS)

On this day personally appeared before me BARBARA J. McADAM, whos acquired title as BARBARA J. PENSIERO, a single person, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 15th August, 2005.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at *[Signature]*
My Appointment Expires: 11-5-07

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VOL. 333

Exhibit "A"

