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

Auditor File #: 2013 0000078

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

on 01/04/2013 at 11:52

Total of 5 page(s) Paid: \$ 76.00  
STEVENS COUNTY, WASHINGTON  
TIM GRAY, AUDITOR

File: AALLEN

## WELL AND WATER USE DEDICATION

**THIS DEDICATION** made and entered into this 3rd day of January, 2013 by KENNETH J. LEISKE and HEATHER R. LEISKE, husband and wife, hereinafter referred to as Dedicator Leiske.

**WHEREAS**, Leiske owns the following described two parcels of real property:

First Parcel:

Assessor's Tax Parcel No. 1964226

The South 263 feet of the NE1/4 of the SW1/4; the South 263 feet of that portion of the NW1/4 of the SE1/4 lying West of the centerline of Logan Leavell Road No. 110-B; any portion of the South 263 feet of the NW1/4 of the SW1/4 lying East of the line of Common Boundary Agreement dated September 21, 1978, recorded September 21, 1978, under Auditor's File No. 476444, Volume 44, page 90; and all that portion of the SE1/4 of the SW1/4 and that portion of the SW1/4 of the SE1/4 lying North of Evans Hill County Road (CRP-#14) and West of the centerline of Logan Leavell Road No. 110-B, all in Section 12, Township 37 North, Range 38 East, W.M., in Stevens County, Washington.

And

Second Parcel:

Assessor's Tax Parcel No. 1965006

Lot(s) 3 of Amended Short Plat No. ASP 30-96, located in the SW1/4 of Section 12, Township 37 North, Range 38 East, W.M., in Stevens County, Washington, according to plat thereof recorded December 2, 1998, under Auditor's File No. 9814250.

Together with a 2000 Coronado Manufactured Home, 28 x 58, VIN No. 03-19508A/B.

**WHEREAS**, Dedicator Leiske wishes to dedicate for themselves and to the future owners of the first parcel, Tax Parcel No. 1964226 and the second parcel, Tax Parcel No. 1965006, their successors, heirs, and assigns a permanent non-exclusive water well, water use, water easements and water maintenance agreement as dedicated below.

**DEDICATION**

There is hereby granted and dedicated a perpetual permanent non-exclusive water well, water use, water easement and water maintenance agreements as provided herein. These dedications, easements and maintenance agreements shall be binding upon the current owners of both parcels (the first parcel, with Assessor's Tax Parcel No. 1694226 and the second parcel with Assessor's Tax Parcel No. 1965006) and upon all successors, heirs, assigns and future owners of both parcels.

1. Ownership of the Well and Waterworks: The well shall continue to be owned by the owner of the first parcel, Assessor's Tax Parcel No. 1694226. The second parcel, Assessor's Tax Parcel No. 1965006 shall have water use, water pipeline easement rights, and water maintenance rights and responsibility as set forth herein.

2. Shared Use of Water System: It is hereby agreed that each party shall have the shared use of the water system subject to the limitations set forth herein. The amount usage by the second parcel, Assessor's Tax Parcel No. 1965006 of the water system shall be limited to no more than 2 gallons per minute, which shall be controlled by a resistance devise which will allow no more than 2 gallons per minute to flow to the second parcel, Assessor's Tax Parcel No. 1965006. The second parcel, Assessor's Tax Parcel No. 1965006 currently has a holding tank of 3000 gallons. Any future owners of the second parcel, Assessor's Tax Parcel No. 1965006 covenant that they shall continue to have a holding tank of a volume of no less than 3000 gallons which shall be used by the residence located on the second parcel, Assessor's Tax Parcel No. 1965006 as the primary source of reserve for their residence. The second parcel, Assessor's Tax Parcel No. 1965006 use of water from said system shall be limited to one single family residence and may not be further expanded or assigned separate from the residence.

3. Equal Maintenance Responsibilities: It is agreed that the first parcel, Assessor's Tax Parcel No. 1964226 and the second parcel, Assessor's Tax Parcel No. 1965006 shall share equally in the cost of operation and maintenance of the water system held in joint ownership between the both parcels. In the event that there are major capital expenditures relating to said water system by reason of a failed pump, failed electrical controls, or other such common failure, both parcels agree to share equally in said repair costs. Any portion of the water system or pipeline which benefits only one parcel shall be the sole responsibility of that parcel.

4. Monthly Fee: In exchange for the right to draw water from the water system, any owner of the second parcel, Assessor's Tax Parcel No. 1965006 shall pay to Dedicator Leiske, or any future owners of the first parcel, Assessor's Tax Parcel No. 1964226, a monthly fee of \$15.00. In no event shall said monthly fee be less than the actual cost of operations for one-half of the water system. In the event it is determined that the actual cost of the operation of water system exceeds \$15.00, then the monthly fee shall be increased to an amount that shall equal one-half of the cost of the maintenance.

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

6. Prohibited Practices: The first parcel, Assessor's Tax Parcel No. 1964226, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 40 feet of the well herein described, so long as the

same is operated to furnish water for public consumption, any of the following: Septic tanks and drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, parked or abandoned vehicles, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Stevens County Department of Public Health and/or other appropriate governmental agency.

7. Easement: There shall be hereby granted a twenty (20) foot easement over and along the course of water pipelines, as they currently exist, ten feet on each side of the existing pipeline together with the easement right to maintain the same.

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

9. Attorney's Fees: In the event either parcel owner 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.

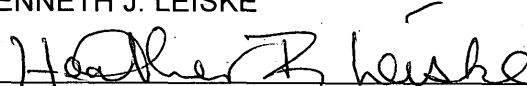
10. Binding Effect: This agreement shall be binding upon the parcels herein and on the current owners and their heirs, successors and assigns.

11. Approximate location: The approximate location of the well and easement pipelines are further described on Exhibit A, attached hereto and incorporated herein by this reference.

12. 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 3<sup>rd</sup> day of January, 2013

  
KENNETH J. LEISKE

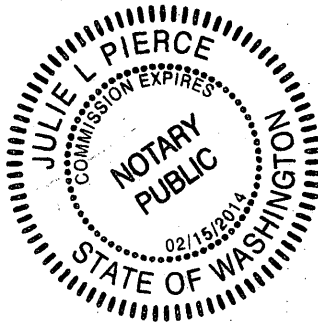
  
HEATHER R. LEISKE

STATE OF WASHINGTON }  
County of Stevens } ss

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STEVENS COUNTY, WASHINGTON

I certify that I know or have satisfactory evidence that KENNETH J. LEISKE and HEATHER R. LEISKE 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<sup>th</sup> day of January, 2013



NOTARY PUBLIC in and for the State of  
Washington, residing at Colville, WA  
My appointment expires: 2/15/14

EXHIBIT A TO WELL AND WATER USE  
DEDICATION BY KENNETH J LEISKE  
AND HEATHER R LIESKE  
FOR PROPERTY IN S12-T37N-R38  
EWM. STEVENS COUNTY WA  
NOT TO SCALE, FOR ILLUSTRATIVE  
PURPOSES ONLY

