



Auditor File #: 2005 0007889

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STEVENS COUNTY, WASHINGTON  
TIM GRAY, AUDITOR

AGAGNON

Parcel Nos. 2328300 and 2328200

# 95301

File: 5477

**2 UNIT SHARED WELL SYSTEM, MAINTENANCE AND PIPELINE EASEMENT AGREEMENT**

**THIS 2 UNIT SHARED WELL SYSTEM, MAINTENANCE AND PIPELINE EASEMENT AGREEMENT**, made and entered into this 30<sup>th</sup> day of June, 2005 by and between THOMAS L. COCHRAN, a single person, hereinafter designated as COCHRAN; and ANN GRAVES, a single person, hereinafter designated as GRAVES.

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

The N 1/2 of the SW 1/4 of the NE 1/4 of Section 15, Township 37 North, Range 39 East, W.M., in Stevens County, Washington.

EXCEPT Lots 1, 2 and 3, as described in Short Plat No. 85-96 recorded under Auditor's File No. 1999 0001150, in the N 1/2 of the SW 1/4 of the NE 1/4 of Section 15, Township 37 North, Range 39 East, W.M., in Stevens County, Washington.

Tax Parcel No. 2328300.

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

Lot 3 of Short Plat No. SP 85-96, recorded January 29, 1999 under Auditor's File No. 1999 0001150.

Tax Parcel No. 2328200.

**WHEREAS**, COCHRAN and GRAVES currently utilize water from a 2-Unit System shared well with water system located upon the real property owned by COCHRAN with pipelines located upon the real property owned by COCHRAN and GRAVES, as described in that certain Waiver Application for 2 Unit System recorded December 28, 1998 under Auditor's File No. 9815375 and in that certain Lot Certification, Short Plat No. SP 85-96, State of Washington, County of Stevens, recorded January 29, 1999 under Auditor's File No. 1999 0001150.

**2 UNIT SYSTEM SHARED WELL, MAINTENANCE AND PIPELINE EASEMENT AGREEMENT - Page 1**

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VOL: 330

Real Estate Excise Tax	
AFF#	<i>[Signature]</i>
Date Pd	
Original	<i>[Signature]</i>
Am't Pd	
Int	Pen
Stevens County Treasurer Deputy	
By	<i>[Signature]</i>
Date	7/6/05

WHEREAS, it is the intent of the parties hereto to establish an agreement governing the usage of water out of the 2-Unit System shared well, together with the right to access and maintenance of the water pipeline emanating from the shared well, together with the water system situated thereon; and

WHEREAS, the parties desire that this agreement be appurtenant to the COCHRAN and GRAVES parcels hereinabove described;

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

1. That COCHRAN and GRAVES shall have the joint right to draw water for domestic purposes only from the shared well located on the real property owned by COCHRAN together with the right to maintain a water pipeline from said drilled well extending over and across property owned by COCHRAN and GRAVES. COCHRAN shall be responsible for maintaining the main water pipelines from the well located on his hereinabove described real property to the home currently located on the hereinabove described real property of COCHRAN; and GRAVES shall be responsible for maintaining the water pipeline emanating from the 2-Unit System shared well on the hereinabove described real property of COCHRAN and GRAVES to the homesite on GRAVE'S hereinabove described real property.

2. COCHRAN hereby grants to GRAVES, her heirs, successors and assigns easement rights necessary to effectuate the usage of the 2-Unit System shared well, and water system, as well as easement rights for a water pipeline as necessary for the operation of said 2-Unit System shared well and water system and pipeline emanating therefrom.

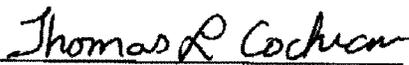
3. COCHRAN shall pay for all electric bills generated by the 2 Unit System shared well and water system as the electric water services COCHRAN'S residence. However, should either of the parties served by the 2 Unit System shared well decide that the current electric meter system is no longer acceptable, the parties shall install a separate meter to service the well only and separate water meters for each water line. The cost shall be shared equally.

4. COCHRAN and GRAVES shall each pay one-half (1/2) of the costs and fees incurred for the maintenance and up-keep of the water system and water pipeline.

5. COCHRAN and GRAVES, their heirs successors and assigns, hereby agree to cooperate with each other for any and all testing, maintenance and repair of the 2-Unit System shared well, water system and pipelines to continue the approval of the 2-Unit System shared well current with the Washington State standards for said 2-Unit System shared well.

6. 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 30 day of June, 2005.

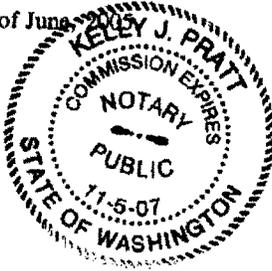
  
THOMAS L. COCHRAN

  
ANN GRAVES

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF STEVENS )

On this day personally appeared before me THOMAS L. COCHRAN, 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 30th day of June, 2005



*Kelly J. Pratt*  
NOTARY PUBLIC in and for the State of  
Washington, residing at 444 E. Falls  
My Appointment Expires 11-05-07

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF STEVENS )

On this day personally appeared before me ANN GRAVES, 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 6th June, 2005



*Kelly J. Pratt*  
NOTARY PUBLIC in and for the State of  
Washington, residing at 444 E. Falls  
My Appointment Expires 11-05-07