

**AFTER RECORDING RETURN TO:**

**Stevens County Title & Escrow**

**P.O. Box 349**

**Colville, WA 99114**

**Auditor File#: 2024-0001088 03/06/2024 02:26:22 PM**

**Recorded at the request of: STEVENS COUNTY TITLE COMPANY**

**Total Pages: 7 Paid: \$309.50**

**Lori Larsen, Auditor, Stevens County, WA**

Parcel Nos. 1613326, 1613327 & 1612301

File No. 24-32746

**SHARED WELL AGREEMENT**

**THIS SHARED WELL AGREEMENT** is made and entered into this **5th** day of March, 2024 by and between WILLIAM A. SPENCER, SR., who acquired title as WILLIAM A. SPENCER, a single person; and ANTHONY T. BEST, an unmarried man, **GRANTORS**; and ANTHONY T. BEST, an unmarried man; and KARL BAUNACH and KIRI BAUNACH, husband and wife, **GRANTEES**, the owners of the following described real property situated in the county of Stevens, State of Washington.

**WHEREAS**, WILLIAM A. SPENCER, SR., who acquired title as WILLIAM A. SPENCER, a single person, is the vested owner of the following described real property:

**PARCEL NO. 1612301 (SPENCER PARCEL) – a burdened parcel**

The NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ ; and that part of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  lying North of ditch, all in Section 28, Township 31 North, Range 37 East, W.M., in Stevens County, Washington.

**WHEREAS**, ANTHONY T. BEST, an unmarried man, is the vested owner of the following described real property:

**PARCEL NO. 1613327 (BEST PARCEL) – Lot B - a burdened and benefitted parcel**

Lot 2 of Short Plat No. 89-2000, located in the NW  $\frac{1}{4}$  of Section 28, Township 31 North, Range 37 East, W.M., in Stevens County, Washington, according to Plat thereof recorded April 30, 2009 under Auditor's File No. 20090003626.

**WHEREAS**, KARL BAUNACH and KIRI BAUNACH, husband and wife, are the vested owners of the following described real property:

**PARCEL NO. 1613326 (BAUNACH PARCEL) – Lot A - a benefitted and burdened parcel**

Lot 1 of Short Plat No. 89-2000, located in the NW  $\frac{1}{4}$  of Section 28, Township 31 North, Range 37 East, W.M., in Stevens County, Washington, according to Plat thereof recorded April 30, 2009 under Auditor's File No. 20090003626.

**WHEREAS**, there is an existing dug spring well and gravity flow water system situated on the above-described SPENCER PARCEL that shall service the above-described BEST and BAUNACH PARCELS; and

**WHEREAS**, there is a water pipeline running from the above-described dug spring well and gravity flow water system on the SPENCER PARCEL, running Southwesterly to the Northeast corner of the above-described BEST PARCEL; thence running Westerly along the North line of the BEST PARCEL, to the East line of the BAUNACH PARCEL;

**WHEREAS**, it is the intent of the **GRANTORS** and **GRANTEES** to establish an agreement for the shared use of the dug spring well and gravity flow water system, together with the right of ingress and egress for the operation, repair, maintenance, and replacement of the dug spring well, gravity flow water system and water pipeline from the existing dug spring well located on the above-described SPENCER PARCEL to the above-described BEST and BAUNACH PARCELS; and

**WHEREAS**, the **GRANTORS** and **GRANTEES** desire that this Shared Well Agreement to be appurtenant to the above-described BEST and BAUNACH PARCELS;

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

1. That WILLIAM A. SPENCER, SR, who acquired title as WILLIAM A. SPENCER, a single person, as **GRANTOR**, and ANTHONY T. BEST, an unmarried man; and KARL BAUNACH and KIRI BAUNACH, husband and wife, as **GRANTEES**, shall have the right to use of the dug spring well and gravity water flow system situated on the above-described SPENCER PARCEL, the approximate location of which is illustrated on Exhibit "A" attached hereto; and the **GRANTEES** shall have the right to draw water from the dug spring well and gravity flow water system located on the above-described SPENCER PARCEL, together with the right to maintain and repair the water system and install and maintain a water pipeline from said dug spring well and gravity flow water system to the Northeast corner of the above-described BEST PARCEL.

2. That ANTHONY T. BEST, an unmarried man; and KARL BAUNACH and KIRI BAUNACH, husband and wife, as **GRANTEES**, shall have the right to draw water from said dug spring well and gravity water flow system for domestic use only, which domestic use shall include the right to provide water for a maximum of two (2) cows, with the right to install, extend, maintain and repair the water pipeline servicing Grantees' real property, extending over and across the above-described SPENCER and BEST PARCELS. The approximate location of the dug spring well, gravity flow water system and water pipeline is illustrated on Exhibit "A" attached hereto and incorporated herein as though fully set forth.

3. WILLIAM A. SPENCER, SR., who acquired title as WILLIAM A. SPENCER, a single person; and ANTHONY T. BEST, an unmarried man, their heirs, successors and assigns, as **GRANTORS**, hereby grant and convey to ANTHONY T. BEST, an unmarried man; and KARL BAUNACH and KIRI BAUNACH, husband and wife, their heirs, successors and assigns, as **GRANTEES**, an appurtenant, perpetual easement for ingress, egress and utilities necessary to effectuate the usage of the dug spring well and gravity flow water system, as well as an easement ten (10) feet in width, five (5) feet each side of the centerline thereof, from the dug spring well and gravity flow water

system, running Southwesterly to the Northeast corner of the above-described BEST PARCEL; thence running Westerly along the North ten (10) feet of the above-described BEST PARCEL, to the Northeast corner of the above-described BAUNACH PARCEL, for extension, installation, maintenance, repair and replacement of a water pipeline as necessary for the operation of and use of the dug spring well and gravity flow water system. The approximate location of said dug spring well, gravity flow water system and water pipeline easement is illustrated on Exhibit "A" attached hereto and incorporated herein as though fully set forth.

4. WILLIAM A. SPENCER, who acquired title as WILLIAM A. SPENCER, a single man, as **GRANTOR**, for himself, his heirs, successors, and assigns, hereby agrees and covenants that he will not construct, maintain, or suffer to be constructed or maintained upon said land within a radius of 100 (one hundred) feet of the dug spring well and gravity flow water system, so long as the same is operated to furnish water for domestic use, 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 their enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

5. Maintenance and operation costs of the dug spring well and gravity flow water system shall be shared equally by **GRANTEES**, including the cost of replacing the well pump. **GRANTEES** shall be responsible for the costs of installation, maintenance and repair of the common portion of the water pipeline servicing **GRANTEES'** above-described property, proportionate to their use thereof. Each party shall be responsible for the installation, maintenance and repairs of their branch lines.

6. Should any party file suit to enforce any of the covenants herein described, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue for any such action shall be Stevens County, Washington.

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 herein.

DATED this 5th day of March, 2024.

**GRANTORS -**

**Signed In Counterpart**

WILLIAM A. SPENCER, SR.



ANTHONY T. BEST

**GRANTEES -**

**Signed In Counterpart**

KARL BAUNACH

**Signed In Counterpart**

KIRI BAUNACH

**Signed In Counterpart**

ANTHONY T. BEST

system, running Southwesterly to the Northeast corner of the above-described BEST PARCEL; thence running Westerly along the North ten (10) feet of the above-described BEST PARCEL, to the Northeast corner of the above-described BAUNACH PARCEL, for extension, installation, maintenance, repair and replacement of a water pipeline as necessary for the operation of and use of the dug spring well and gravity flow water system. The approximate location of said dug spring well, gravity flow water system and water pipeline easement is illustrated on Exhibit "A" attached hereto and incorporated herein as though fully set forth.

4. WILLIAM A. SPENCER, who acquired title as WILLIAM A. SPENCER, a single man, as **GRANTOR**, for himself, his heirs, successors, and assigns, hereby agrees and covenants that he will not construct, maintain, or suffer to be constructed or maintained upon said land within a radius of 100 (one hundred) feet of the dug spring well and gravity flow water system, so long as the same is operated to furnish water for domestic use, 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 their enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

5. Maintenance and operation costs of the dug spring well and gravity flow water system shall be shared equally by **GRANTEES**, including the cost of replacing the well pump. **GRANTEES** shall be responsible for the costs of installation, maintenance and repair of the common portion of the water pipeline servicing **GRANTEES'** above-described property, proportionate to their use thereof. Each party shall be responsible for the installation, maintenance and repairs of their branch lines.

6. Should any party file suit to enforce any of the covenants herein described, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue for any such action shall be Stevens County, Washington.

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 herein.

DATED this 5th day of March, 2024.


GRANTORS -

  
WILLIAM A. SPENCER, SR.

Signed In Counterpart

ANTHONY T. BEST

GRANTEES -

  
KARL BAUNACH

  
KIRI BAUNACH

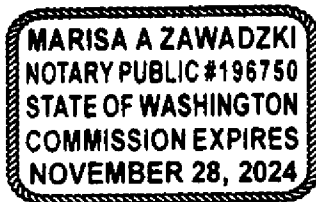
Signed In Counterpart

ANTHONY T. BEST

STATE OF WASHINGTON           )  
  ) ss.  
COUNTY OF STEVENS         )

On this day personally appeared before me, WILLIAM A. SPENCER, SR., who acquired title as WILLIAM A. SPENCER, a single person, Grantor herein, 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 5<sup>th</sup> day of March, 2024.

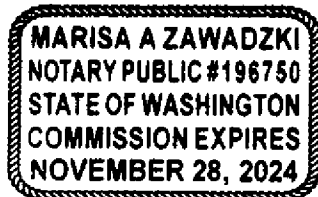


*Marisa A. Zawadzki*  
NOTARY PUBLIC in and for the State of  
Washington, residing at Stevens County  
My Appointment Expires: 11-28-2024

STATE OF WASHINGTON           )  
  ) ss.  
COUNTY OF STEVENS         )

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

DATED this 5<sup>th</sup> day of March, 2024.

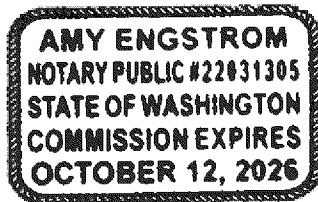


*Marisa A. Zawadzki*  
NOTARY PUBLIC in and for the State of  
Washington, residing at Stevens County  
My Appointment Expires: 11-28-2024

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF STEVENS            )

On this day personally appeared before me, ANTHONY T. BEST, an unmarried man, Grantor and Grantee herein, 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.

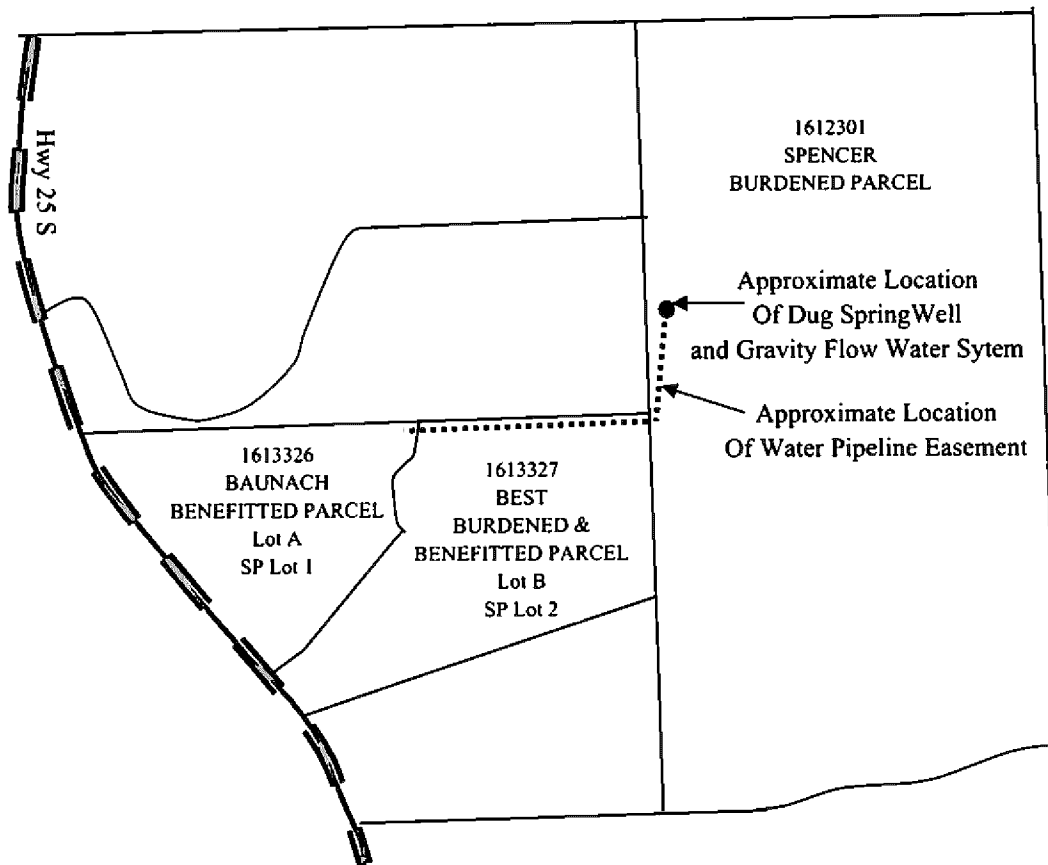
DATED this 5<sup>th</sup> day of March, 2024.



Amy Engstrom  
NOTARY PUBLIC in and for the State of  
Washington, residing at Stevens County  
My Appointment Expires: 10/12/2026

EXHIBIT "A"

In the NW ¼ Sec. 28, Township 31 N, Range 37 EWM



● Approximate Location of Dug Spring Well and Gravity Flow Water Sytem

..... Approximate Location of Water Pipeline Easement



*This sketch is furnished for your information only to indicate the approximate location of the Easement described in the foregoing instrument.*