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FILED OR RECORDED  
REQUEST OF TELESCOPIC TITLE

APR 13 3 15 PM '77

AGREEMENT

VENUE: SPOKANE, WASH.  
SPOKANE COUNTY, WASH.  
DEPUTY  
4.00  
*W. R. Stone*

AGREEMENT, made at Spokane, Washington, between FLOYD L. WAKEFIELD and RUTH E. WAKEFIELD, husband and wife, hereinafter called "Wakefield"; and RONALD W. KENAN and NANCY C. KENAN, husband and wife, hereinafter called "Kenan",

WITNESSETH:

WHEREAS, Wakefield is the owner of the following described real estate on which a single family residence has, or will be constructed:

The South half of the South half of the Northeast quarter of the Northwest quarter, of Section 10, Township 28 North, Range 42 E.W.M., EXCEPT road and EXCEPT the South 35 feet thereof, in the County of Spokane, State of Washington; and

WHEREAS, Kenan has purchased from Wakefield the following described real estate on which a single family residence has been constructed:

The North half of the South half of the Northeast quarter of the Northwest quarter, in Section 10, Township 28 North, Range 42 E.W.M., EXCEPT road, situate in the County of Spokane, State of Washington; and

WHEREAS, there is now an existing drilled domestic water well situated approximately 40 feet south of the boundary line between said parcels of real estate at a point approximately 152 feet west of the east boundary lines of said parcels, which well contains two pumps and related equipment for supplying domestic water through underground water lines to each of

1% Excise Tax on Real Estate  
Sels. Cont. Pd 9  
Date 4/13/77 No. 153769  
R.W. Griffin, Cp. Treas.  
By *[Signature]*

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said two residences; and

WHEREAS, the parties desire to agree upon the terms for sharing said well;

NOW, THEREFORE, the parties agree as follows:

1. Wakefield and Kenan each own an undivided one-half interest in the well itself and in the supply of water provided thereby. Each of said parties is the sole owner of the pump and related equipment serving his own respective residence.

2. The parties shall be jointly responsible for the maintenance and repair of the well itself, including any cost thereof; and each party shall have the sole responsibility for the repair and maintenance of the pump and related equipment and supply line serving his own residence.

3. Wakefield hereby conveys and grants to Kenan and Kenan hereby conveys and grants to Wakefield an easement to and over any portion of the well site which is situated within the boundaries of his respective parcel of real estate as described herein, for the purpose of repairing, maintaining and servicing the well, pumps, and related equipment, and supply lines.

4. Neither party shall take or use water from the well in excess of one-half of the total capacity thereof without the written consent of the other, and except upon terms to be mutually agreed upon in writing.

5. This Agreement shall run with the land and shall be binding upon the heirs, assigns, personal representatives, and successors in interest of the parties.

