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Auditor File #: 2020 0005883

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STEVENS COUNTY, WASHINGTON
LORI LARSEN, AUDITOR

CLINTON

Document 1 Title: Well Water Users Agreement

Reference #'s: _____

Additional reference #'s on page _____

Grantors:

Randy Allen / Karen Allen
Dennis Heinz / Judy Ernesti

Additional grantors on page _____

Grantees:

Randy Allen / Karen Allen
Dennis Heinz / Judy Ernesti

Additional grantees on page _____

Document 2 Title: _____

Reference #'s: _____

Additional reference #'s on page _____

Grantors:

Additional grantors on page _____

Grantees:

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or S,T,R quarter/quarter):

Pt'n of the North 1/2 of Sec 13, T 29, Range 35

Additional legal is on page 2

Assessor's Property Tax Parcel/Account Number:

X 1504820 1505614

Emergency nonstandard document recording: I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WELL WATER USERS AGREEMENT

WHEREAS, RANDY ALLEN and KAREN ALLEN, husband and wife, are the owners of the following described real property situate in Stevens County, State of Washington, to-wit:

That portion of the N ½ of Section 13, Township 29 North, Range 35 East, W.M., in Stevens County, Washington, described as follows:

Beginning at the Northwest corner of the NE ¼ of the NW ¼ of said Section 13, said Northwest corner bearing South 88 degrees 27'44" West from the North quarter corner of said Section 13; thence South 79 degrees 16'01" East 665.61 feet; thence South 76 degrees 25'07" East 2076.43 feet to the West line of Government Lot 1 in said Section 13; thence South 01 degrees 38' 19" East 725.38 feet along the West line of Government Lots 1 and 2 in said Section 13; thence North 61 degrees 29' 41" West 2252.59 feet; thence North 69 degrees 51' 56" West 760.00 feet to the Point of Beginning.

WHEREAS, DENNIS HEINZ and JUDY ERNESTI, husband and wife, are the owners of the following described real property situate in Stevens County, State of Washington, to-wit:

New Parcel A:

That portion of the North Half of Section 13, Township 29 North, Range 35 East, W.M. Stevens County, Washington, described as follows:

The East 749.14 feet of the following described parcel:

Beginning at the Northwest corner of the Northeast quarter of the Northwest quarter of said section 13; Thence N88'27'44"E 1334.78 feet to the North Quarter corner of said Section 13; thence N88'26'50"E 1318.97 feet to the Northwest corner of Government Lot 1 in said Section 13; thence S1'38'19"E 683.40 feet along the West line of said Government Lot 1; Thence N76'25'07"W 2076.43 feet; thence N79'16'01"W 665.61 feet to the point of beginning;

Subject to right-of-way for Camp Na-Bor-Lee County Rd;

And subject to a 30 foot easement for ingress, egress, and utilities over, under, and across subject property;

And subject to and together with easements, restrictions, and reservations of record.

Said parcel embraces 10.01 acres (gross), more or less.

New Parcel B:

That portion of the North half of Section 13, Township 29 North, Range 35 East, W.M., Stevens County, Washington described as follows:

Beginning at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 13; thence N88°27'44"E 1334.78 feet to the North quarter corner of said Section 13; thence N88°26'50"E 1318.97 feet to the Northwest corner of Government Lot 1 in said Section 13; thence S1°38'19"E 683.40 feet along the West line of said Government Lot 1; thence N76°25'07"W 2076.43 feet; thence N79°16'01"W 665.61 feet to the point of beginning;

Except the East 749.14 feet thereof;

Together with a 30 foot easement for ingress, egress, and utilities over, under, and across adjacent parcel a property, as shown herein;

Subject to and together with easements, restriction, and reservations of record

Said parcel embraces 10.01 acres (gross), more or less

WHEREAS, a water well and water distribution system has been constructed for the purpose of providing water to the above-described lots and on the terms and conditions set forth herein; and

WHEREAS, said water well is situate upon the Lot of Randy and Karen Allen hereinabove described and as recorded under Stevens County Auditors File Number 2008 0001755

WHEREAS, the above parties, hereinafter referred to as the "Declarants", desire to provide for the distribution of water from said well to the lots hereinabove described, together with, the maintenance of said well, pump, pressure storage tanks, pump house, and water transmission pipelines, together with all other accessories of said water system, as the same has been constructed and currently exists;

NOW, THEREFORE, it is hereby agreed as follows:

1. As used herein, the term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to each lot hereinabove described and shall include the contract purchasers of any such lot.
2. The owner of each lot hereinabove described shall own a ONE HALF (1/2) undivided interest in the well hereinabove described, together with a ONE HALF (1/2) undivided interest in the pump, pressure storage tanks, pump house, transmission pipelines, and all other accessories of said water system.
3. Each owner of a lot entitled to receive water hereunder shall be entitled to receive, at the boundary of his/her lot, a sufficient quantity of water for domestic household use, plus a sufficient quantity of water to irrigate that portion of his/her lot that has a legal right to be irrigated. In the event a dispute arises between the lot owners regarding the quantity of water being used, i.e. there is an allegation that one or more lot owners are using more water than they are legally entitled to, then any one lot owner may call a special meeting, upon ten (10) days prior written notice, given pursuant to paragraph 12 of this agreement, to all of the lot owners, and upon a majority vote of the lot owners attending said meeting, individual water meters to each lot may be required to be installed at the expense of each lot owner, or such other reasonable action may be taken by the lot owners to resolve the dispute.
4. No owner of any lot hereinabove described shall in any manner do, or permit to be done, upon his/her lot anything which might result in the water well which is the subject of this agreement becoming contaminated.
5. The owners of each lot hereinabove described shall share equally in the cost of maintaining, caring for, and repairing the water system, including, but not limited to, electricity bills. Each lot owner shall pay his/her portion of the electricity bill on a monthly basis.
6. In _____, and each _____ thereafter, the owner of each lot shall deposit into a non-interest bearing checking account, to be established by _____, the sum of _____, to cover future charges for the repair and maintenance of the water system, including, but not limited to the enlargement, repair, or replacement of the well. All sums deposited into said checking account shall be utilized solely for the repair and/or maintenance of the water system, including, but not limited to the enlargement, repair, of replacement of the well. In the event there are insufficient funds in said checking account to pay any sums due and payable, then each lot owner required to make payments under this agreement shall be responsible for paying into said checking account an equal portion of any deficiency.

7. In the event the water distribution system is in need of maintenance and/or repair, including, but not limited to, the enlargement, repair, or replacement of the well, then any one lot owner may call a special meeting, upon ten (10) days prior written notice to the other lot owners, and upon a majority vote of the lot owners a special assessment in such sum as will be sufficient to pay for any needed repair and/or maintenance of the water system may be made and the owners of each lot hereinabove described shall be responsible for paying an equal share of any such special assessment with the payment thereof being due and payable within thirty (30) days of the assessment, unless otherwise agreed by all lot owners. Any special assessments shall be deemed valid and enforceable upon a majority vote of all lot owners of the lots entitled to vote hereunder. Each lot owner shall be entitled to one vote for every lot owned, no matter how many individuals or entities have an interest therein. In the event of a tie vote, then those lot owners approving the proposed maintenance and/or repair shall pick a disinterested arbitrator (not related); those lot owners opposed to the proposed maintenance and/or repair shall pick a disinterested arbitrator (not related); the two chosen arbitrators shall choose a third disinterested arbitrator (not related); and the three chosen arbitrators shall decide the issue and their decision shall be binding and conclusive upon all of the lot owners. Notice of the time and place of any special meeting called hereunder shall be given as set forth in paragraph 12 of this agreement. Any lot owner may vote by written proxy.
8. Any and all charges required to be paid by a lot owner hereunder, shall be a lien upon each lot and shall bear interest from the date such charge was due at the rate of twelve (12%) percent per annum. Any lot owner may cause to be prepared and recorded at the Office of the Stevens County Auditor a Notice of Lien setting forth in full detail the sums claimed to be due by any delinquent lot owner and any lawsuit seeking a foreclosure of such lien must be commenced within six (6) years of the Notice of Lien being recorded at the Stevens County Auditor's Office. Any lot owner entitled to receive water hereunder shall be entitled to bring an action to foreclose said lien and shall be entitled to recover reasonable attorney fees and costs incurred therein. The lien provided for herein shall be foreclosed as a mortgage, shall not be subject to any claimed homestead, and the purchaser at any forced sale of any lot shall be entitled to immediate possession thereof. Additionally, any delinquency in the payment of any charges due hereunder shall further subject the delinquent lot owner to a shut-off of water until all delinquent charges, plus interest thereon and attorney fees are paid in full. Each lot owner hereby grants unto the other lot owners, their heirs, successors and assigns, the unrestricted right to come upon his/her lot for the purpose of shutting off water in the event of any such delinquency. Upon the payment of any delinquencies, including interest and legal fees, the delinquent lot owner shall be reconnected and resume receipt of water.
9. All parties acquiring an interest in any portion of the above-described real property acknowledge that they are required to keep the water supplied from the well free of impurities which might be injurious to the public health. Accordingly, all parties agree

and covenant that they, their heirs, successors and assigns, will not on any date subsequent to the execution of this agreement, construct or maintain upon the above-described real property, or any portion thereof, within one Hundred (100) feet of the well which is the subject of this agreement, so long as it is operated to furnish water for public consumption, any potential source of contamination such as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken coops, rabbit hutches, pig pens, or other enclosures or structures for the keeping or maintenance of fowl or animals, storage of liquid or dry chemicals, herbicides, or insecticides nor will they construct any other structure that might contaminate or endanger the well which is the subject of this agreement.

10. The sale or transfer of any lot pursuant to a purchase money mortgage or purchase money deed of trust foreclosure or real estate contract forfeiture, or any proceeding in lieu thereof, shall extinguish any existing lien for water charges or assessment due prior to such sale or transfer. No such mortgage or deed of trust foreclosure sale or real estate contract forfeiture action shall relieve any lot from liability for any assessments thereafter becoming due or from the lien thereof.

11. The owner of every lot entitled to the delivery of water hereunder acknowledges, by his/her purchasing said lot, that the Declarants do not in any fashion guarantee or warrant for any period of time a supply of water from the well which is the subject of this agreement. The Declarants expressly disclaim any representations and/or warranties regarding the water supply system which is the subject of this agreement.

12. Any notice required to be given under this agreement to lot owners shall be made either by (1) mailing said notice certified mail, return receipt requested, and first class mail, postage prepaid to the last known address of each lot owner, or (2) posting said notice in a conspicuous place upon any inhabited lot, or (3) personal service of said notice upon the lot owner. Proof of said service may be made by an affidavit attesting to the time and place of said mailing, personal service, or posting. If mail is used, an additional three (3) days shall be added to any notice period.

13. The Declarants hereby reserve, on behalf of themselves, their heirs, successors and assigns, an easement over and across all of the subject lots for the purpose of constructing, maintaining, repairing, reconstructing, operating all necessary pipelines, shutoff valves, and other equipment in connection with the water distribution system which is the subject of this agreement. Such easements shall include the right of ingress and egress onto each lot for said purpose, it being understood that said right will be exercised in such a manner as to do as little damage as possible to the premises while accomplishing the desired purpose.

14. If subsequently required by law, or in the opinion of the lot owners, it would be beneficial to incorporate, the lot owners shall form a Washington non-profit corporation.

15. Each year the lot owners shall meet in the month of December for the purpose of preparing a budget for anticipated repairs or expenses of the community water system for the following twelve (12) months and to elect a manager for the water system. The initial manager of the water system shall be RANDY ALLEN and he shall serve until the next annual meeting or until removed by a majority vote of the lot owners. In the event an annual meeting is not held, the person then serving as manager shall continue in said capacity until the next annual meeting or until removed by a majority vote of the lot owners. It shall be the responsibility and duties of the manager to provide fifteen days prior written notice, pursuant to paragraph 12 of this agreement, to all of the lot owners as to the time and place of any annual meeting. In addition, the manager may call, at any time, a special meeting by providing notice as set forth in paragraph 12 of this agreement.

16. The manager shall be responsible for preparing a budget for the water system and shall be further responsible for overseeing the repairs to the water system which is the subject of this agreement. Notwithstanding anything to the contrary contained herein, if, in the sole opinion of the manager, an emergency exists and without such maintenance or repairs serious damages to property could occur or would result, or the lot owners would be without water, then the manager shall have the right to immediately order such maintenance and repairs performed as he deems in his sole discretion necessary and without calling a special meeting of the lot owners. All lot owners shall defend, indemnify, and hold harmless the manager from and against any and all liability, damage, or claims arising out of the repair, maintenance, or replacement of the well or water delivery system which is the subject of this agreement; including, but, not limited to, attorney fees and/or costs incurred in any litigation and any monetary judgments that might be recovered against the manager.

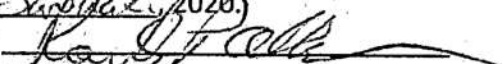
The manager shall also be responsible for obtaining bids, overseeing repairs to the well and water delivery system, collecting any and all charges and assessments, and acting as "system owner" pursuant to local and/or state laws that require wells to comply with applicable laws and regulations. The manager shall serve as authorized agent pursuant to any local and/or state laws or regulations, and shall be responsible for arranging submission of all water samples to any state and local government agencies and handling emergencies such as system shut down and repair. The manager shall provide his/her name, address, and telephone number, if required, to the Washington State Health Department or any other governmental agency and shall serve as contact person. The manager shall organize and maintain the water system records and notify the Washington State Health Department and other required governmental agencies and all lot owners of any required quality tests. The records of the water system shall

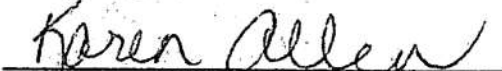
be available for review and inspection by the Washington State Health Department and other governmental agencies and all lot owners.


17. Each and every one of the covenants, conditions, reservations, and restrictions relating to maintenance of the well and water system which is the subject of this Agreement, is for the benefit of the owner of each lot hereinabove described and shall inure to the benefit of and pass with each and every lot described above and shall bind the respective heirs, successors, and assigns of the Declarants. All covenants, conditions, reservations, and restrictions relating to maintenance and repair of the well and water system which is the subject of this agreement are for the benefit of each lot owner and shall inure to the benefit of and pass with each and every lot included in this agreement, and shall bind the respective heirs, successors, and assigns of the Declarants. All covenants, conditions, reservations, and restrictions contained in this instrument are imposed upon each and every lot hereinabove described; shall be construed as restrictive covenants running with the title to each lot and shall pass with any conveyance of said real property. The Declarants certify that they are the present owners of all of the lots hereinabove described.


18. The terms and conditions of this Well Water Users Agreement shall not be amended or modified except in writing signed by all of the owners of the lots hereinabove described.

DATED THIS 23 day of September, 2020.


RANDY ALLEN


KAREN ALLEN


DENNIS HEINZ

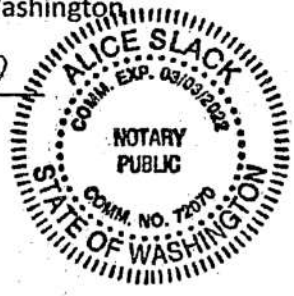

JUDY ERNESTI

State of Washington)
)ss
County of Yakima)

On this day, personally appeared before me RANDY ALLEN and KAREN ALLEN, husband and wife, to me known to be the individuals described in and who executed the within and forgoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of January, 2020.

Alice Slack
Notary Public in and for the State of Washington
Residing at Zillah WA
My Commission expires: 3-3-22



State of Washington)
)ss
County of Yakima)
Lincoln

On this day, personally appeared before me DENNIS HEINZ and JUDY ERNESTI, husband and wife, to me known to be the individuals described in and who executed the within and forgoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of February, 2020.

Virginia Fries
Notary Public in and for the State of Washington
Residing at Yakima, Davenport
My Commission expires: 12/30/2021

