



COLUMBIA TITLE

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02/26/2008 2:36 pm
Ferry Co Wa

AFTER RECORDING MAIL TO:

MONTGOMERY LAW FIRM
344 East Birch Avenue
P.O. Box 269
Colville, Washington 99114-0269

Parcel Nos. 7-35-04-43-00020-00 and 7-35-09-11-00060-00

File No. 6860

**WELL, WATER, WATER USE, WATER SYSTEMS,
HOLDING TANK AND PIPELINE EASEMENT AGREEMENT**

THIS WELL, WATER, WATER USE, WATER SYSTEMS, HOLDING TANK AND PIPELINE EASEMENT AGREEMENT is made and entered into this 26 day of January, 2008 by and between MICHAEL A. MARSHALL and ANGELINA D. MARSHALL, husband and wife, Contract Purchasers, hereinafter referred to sometimes as "MARSHALLS"; and DELNO R. HUNT and AGNES M. HUNT, husband and wife, Contract Sellers, hereinafter sometimes referred to as "HUNTS".

WHEREAS, MARSHALLS are the Contract Purchasers; and HUNTS are the Contract Sellers, of the following described real property:

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 35 North, Range 37 East, W.M., records of Ferry County, Washington.

EXCEPTING THEREFROM the following described property: Commencing at the Northeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4; thence South along the East line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, 1,089 feet; thence West 700 feet; thence North 1,089 feet to the North line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4; thence East 700 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM the West 14 acres of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 4.

ALSO EXCEPTING THEREFROM the following described property: Bearing 724.30 feet West of the Northeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 35 North, Range 37 East, W.M., to the point of intersection with an old fence; thence bearing Southwest approximately 3.0 degrees in a Southerly direction along the old fence line a distance of approximately 473.0 feet; thence West approximately 112 feet to the West boundary of Survey recorded under Auditor's File No. 213939; thence North 471.28 feet to the Northwest corner stake of Survey No. 213939; thence East 137.2 feet to the Point of Beginning.

AND

That part of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 4, Township 35 North, Range 37 East, W.M., described as follows:

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Beginning at the South quarter corner of Section 4 as indicated on the Survey recorded April 24, 1990 under Ferry County Auditor's Number 213939; thence North along the West boundary line of the said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 231.42 feet; thence East and parallel to the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 462.15 feet; thence South and parallel to the West line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 231.42 feet to the South line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence West along the South line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 462.15 feet to the Point of Beginning.

Tax Parcel No. 7-35-04-43-00020-00; and

WHEREAS, HUNTS are the vested owners of the following appurtenant described real property:

The N $\frac{1}{2}$ of the N $\frac{1}{2}$ of Government Lot 1, in Section 9, Township 35 North, Range 37 East, W.M., in Ferry County, Washington.

EXCEPTING THEREFROM that portion deeded to the United States of America as per Deed Nos. 91975 and 141778.

Tax Parcel No. 7-35-09-11-00060-00; and

WHEREAS, there is a drilled well on the real property that was conveyed by virtue of a Real Estate Contract executed by and between MARSHALLS, as Contract Purchasers, and HUNTS as Contract Sellers. Pursuant to the terms of the Real Estate Purchase and Sale Agreement prepared in connection with the real estate transaction, the MARSHALLS are granting to HUNTS the right to the use of one-half ($\frac{1}{2}$) of the water being drawn from said drilled well, currently located approximately 300 feet South of the North line of the hereinabove described real property of MARSHALLS and HUNTS; the rights granted herein shall be appurtenant to the hereinabove described real property of HUNTS; and

WHEREAS, it is the intent of the parties hereto to establish an agreement governing the usage of the drilled well, water, water system, holding tank and pipelines emanating from said drilled well and holding tank, and maintenance thereof, together with the right of ingress, egress and utilities to operate, repair, maintain and replace the drilled well, water system, holding tank and pipelines emanating therefrom, and to construct, connect and maintain water pipelines from the drilled well and the holding tank, together with the water system situated thereon.

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

1. MARSHALLS and HUNTS shall both have the right to hook-up to the drilled well, water, holding tank and water system situated on the hereinabove described real property of MARSHALLS and HUNTS, together with the right of ingress and egress to and from said drilled well and holding tank and along said pipelines to operate, maintain, repair and replace the drilled well, water, holding tank, water system, and pipelines emanating from said drilled well and holding tank. A general depiction of the location of the drilled well, pipelines and holding tank is attached hereto as Exhibit "A," and by this reference is incorporated herein as if though fully set forth.

2. MARSHALLS and HUNT agree and covenant that as stewards of the water supply they, their heirs, successors and assigns will be responsible for avoiding contamination of the water supply. Therefore, the parties herein agree that there shall be a 100 foot diameter non-contamination covenant, which prevents anyone from constructing any improvements within said 100 foot diameter non-contamination boundary, and preventing the placement of any sewage tanks or drainfields, and prohibiting the keeping of livestock or fowl of any kind or nature within said 100 foot diameter non-contamination boundary, and prohibiting the storage of chemicals, including but not necessarily limited to, pesticides, etc., within the 100 foot non-contamination boundary. Should any contamination be discovered, the parties herein agree to work together to ascertain the source of contamination and take those prudent steps required to eliminate and alleviate further contamination.

3. MARSHALLS and HUNTS shall each have a water right for adequate, perpetual production capacity from said drilled well, water and holding tank to service their existing residences and a reasonable amount of outside lawn and garden use.

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4. MARSHALLS and HUNTS shall share in the maintenance and up-keep of the drilled well, holding tank and pipelines emanating therefrom, in proportion to their use thereof, with each party to be independently responsible for the cost of maintenance and up-keep of their individual water pipeline from said drilled well and holding tank.

5. Should either of the parties elect to install a separate electric meter at the well, each party shall also install separate water meter, and shall pay a sum equal to their proportionate use of the water for the electricity. Furthermore, all costs incurred in the installation of a separate electric meter at the well and separate water meters at the hook-ups shall be borne equally between the parties herein.

6. Should either party file suit to enforce any of the covenants contained herein, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue for any such suit shall be Ferry 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 26 day of January, 2008.

MICHAEL A. MARSHALL

ANGELINA D. MARSHALL

See Page 3A Due to Mailing
 DELNO R. HUNT

See Page 3A Due to Mailing
 AGNES M. HUNT

STATE OF IDAHO)
) ss.
 COUNTY OF KOOTENAI)

On this day personally appeared before me MICHAEL A. MARSHALL and ANGELINA D. MARSHALL, husband and wife, 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.

GIVEN under my hand and official seal this 26th day of January, 2008.



Brian G. Cann
 NOTARY PUBLIC in and for the State of
 Idaho, residing at 722 N. My Appointment Expires: 2/11

STATE OF WASHINGTON)
) ss.
 COUNTY OF STEVENS)

On this day personally appeared before me DELNO R. HUNT and AGNES M. HUNT, husband and wife, 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.

GIVEN under my hand and official seal this ____ day of January, 2008.

NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My Appointment Expires: _____

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4. MARSHALLS and HUNTS shall share in the electrical use, maintenance and up-keep of the drilled well, holding tank and pipelines emanating therefrom, in proportion to their use thereof, with each party to be independently responsible for the cost of maintenance and up-keep of their individual water pipeline from said drilled well and holding tank.

5. Should MARSHALL elect to install a separate electric meter at the holding tank, they shall also install a separate water meter. In the event, MARSHALL does not install a separate electric meter, MARSHALL shall pay a sum equal to their proportionate use of the water for the electricity. Furthermore, all costs incurred in the installation of a separate electric meter at the holding tank and separate water meter at their hook-up, shall be borne by MARSHALL. In the event that there is a water shortage or inordinate wear and tear, both parties agree to install, at each party's sole expense, separate water meters to monitor the water usage for each of the parties, and then shall pay the cost of upkeep and maintenance proportionate to either party's usage thereof.

6. Should either party file suit to enforce any of the covenants contained herein, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue for any such suit shall be Ferry 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 28 day of January, 2008.

See Page 3 Due to Mailing

MICHAEL A. MARSHALL

Delno R. Hunt
 DELNO R. HUNT

See Page 3 Due to Mailing

ANGELINA D. MARSHALL

Agnes M. Hunt
 AGNES M. HUNT

STATE OF IDAHO)
) ss.
 COUNTY OF KOOTENAI)

On this day personally appeared before me MICHAEL A. MARSHALL and ANGELINA D. MARSHALL, husband and wife, 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.

GIVEN under my hand and official seal this _____ day of January, 2008.

NOTARY PUBLIC in and for the State of
 Idaho, residing at _____
 My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF STEVENS)

On this day personally appeared before me DELNO R. HUNT and AGNES M. HUNT, husband and wife, 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.

GIVEN under my hand and official seal this 28th day of January, 2008.

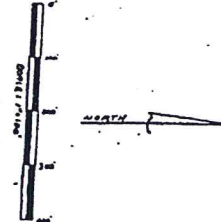


Chris A. Montague
 NOTARY PUBLIC in and for the State of
 Washington, residing at Coeville, WA
 My Appointment Expires: 8-14-10

WELL, WATER, WATER USE,
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RECORD OF SURVEY
 AS THE SAME OF THE S & W OF SECTION 6,
 T. 38 N., R. 37 E., N. 14, 20000 COUNTY, AND
 SURVEYED FOR: CLAUDE R. MAW.



EQUIPMENT AND PROCEDURES
FIELD INVESTIGATIVE USES OF SENSITIVE AND SENSITIVE AND
RECORDS AND INFORMATION

LEGEND

SPINDS OF BEARINGS
THE BEARING ELEMENTS, OR ROLLING FRICION BEARING ELEMENTS, ARE
SPECIAL AND HAVE BEEN DEVELOPED AND USED IN THE PAST, AS
ITEM 11, (1) THE BEARING ELEMENTS, SPECIAL BEARING ELEMENTS

Party in the Country

QUOTIDIAN CERTIFICATE
THIS HAS BEEN APPROVED FOR THE DAY OF APRIL

CONYARD, N.Y.,
(1901) & 2nd Ave.,

SURVEYOR'S CERTIFICATE
 THIS CASE CONCERNING A PENDING SUIT IS SURVEY FILED BY ME AND MY
 OFFICE/COMPANY ON RECORDATION DATE AND RECORDATION TIME
 SURVEY FILED AND MY OFFICE/COMPANY IS NOT A
 PARTY TO THE SUIT.