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1. Both parties shall have equal right, each as to an undivided one-half interest, to use water from the above-described well for domestic purposes only. Said water use includes reasonable lawn and garden watering, but said activities shall have second priority over household use in the event of water shortages.

2. Grantees shall be responsible for any maintenance and/or repair to the pipeline from the residence on Grantees property to the well above-described and Grantor shall be responsible for any maintenance and/or repair to the pipeline from the residence on Grantor's property to the well.

3. The parties agree to be equally responsible for costs of maintaining or repairing the well and/or pump, upkeep and operational costs, including any costs of repairs that may be necessary for the pump at the time of entering this Agreement; provided, however, if any party takes any action that would require "upgrading" or expansion of the well capacity, etc., that party shall be required to pay the costs thereof.

4. The parties agree to pay their respective pro rata share of the electrical maintenance and utilities connected with said system, until the water is separately metered. The determination of electricity being used and cost thereof shall be determined by Washington Water Power or such utility that may be supplying the power.

5. Any action (including specific performance) brought by either party to enforce the terms and conditions of this Agreement shall be brought in Stevens County and the prevailing party shall be entitled to recover judgment against the other party for a reasonable attorney's fee and costs, and venue shall be in Stevens County, Washington.

6. No representations as to quality or quantity of the well, and nothing herein contained shall be construed as to requiring Grantors to drill or otherwise provide a new well should the existing well go dry or have insufficient water to supply both parties.

7. Grantor herein grants to Grantees a perpetual non-exclusive easement fifteen (15) feet in width, for a water pipeline as it now exists, and the right to one-half of the water from the well located on the property of Grantor, together with the right to lay, repair and maintain a pipeline to said well from his respective property, and to convey water from said well through said pipeline. Said easement shall be appurtenant to the property of Grantees above-described and shall inure to the benefit of their heirs, successors and assigns.

8. Grantee reserves the right to develop a new well on his own property, to be used exclusively by said party, and by doing so reserves the right to abandon and discontinue his interest and right to the well above-described, as well as extinguish his duties and obligations associated therewith.

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10. These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the land described herein or any part thereof, and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

DATED this 8 day of March, 1995.

Gary R. Cannon
Gary R. Cannon

Robert C. Earle, Sr.
Robert C. Earle, Sr.

Ruth A. Cannon
Ruth A. Cannon

Diana L. Earle
Diana L. Earle



STATE OF Washington
County of Thurston

I certify that I know or have satisfactory evidence that GARY R. CANNON and RUTH A. CANNON, husband and wife are the persons who appeared before me, and said persons acknowledged that that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 8 day of MARCH, 1995.

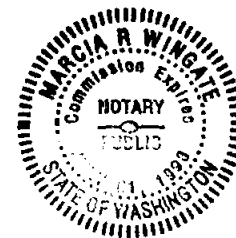
Alice P. Greigler
NOTARY PUBLIC
My appointment expires: 4-21-98

STATE OF WASHINGTON)
County of Stevens)

I certify that I know or have satisfactory evidence that ROBERT C. EARLE, SR. and DIANA L. EARLE, husband and wife, are the persons who appeared before me, and said persons acknowledged that that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10 day of March, 1995.

Marcia R. Wingate
NOTARY PUBLIC
My appointment expires: 7/1/98



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