

9813059

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RECORDED AT REQUEST
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Nov 6 4 08 PM '98

W. H. MAY
ASSessor
STEVENS COUNTY
DEPUTY K. PHIPPS
\$10.00

9813059



File: Hill/Martin

WELL AND WATER USE AGREEMENT

THIS AGREEMENT made and entered into this 30th ^{76187 (4)} day of October, 1998, by and between **Gene Martin and Donna Martin**, husband and wife, hereinafter referred to as MARTIN, and **Fred VanDoren and Jeanie VanDoren**, husband and wife, hereinafter referred to as VANDOREN;

WHEREAS, MARTIN is the owner of the following described real property:
(Assessor's Tax Parcel #Portion of 1944450)

That part of the South 285.4' of the SE1/4 of the NW1/4 of Section 32, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, lying East of Herrons Change in Rickey Road No. 752 and South of Flugel Road No. 2328. Also known as Lot 3 of Short Plat No. 66-98 recorded October 29, 1998, under Auditor's File No. 9812633.

WHEREAS, VANDOREN is the owner of the following described real property:
(Assessor's Tax Parcel #Portion of 1944450)

That part of the SE1/4 of the NW1/4 of Section 32, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, lying East of Herrons Change in Rickey Road No. 752 and South of Flugel Road No. 2328.

EXCEPT the South 285.4 feet thereof.

EXCEPT a strip of land two rods wide conveyed to J.W. Reynolds by deed dated June 27, 1913, recorded in Volume 41 of Deeds, page 178. Also known as Lot 2 of Short Plat No. 66-98, recorded October 29, 1998, under Auditor's File No. 9812633.

WHEREAS, the parties hereto are the co-owners of a well and water system located upon the property of MARTIN previously described which includes a pipeline providing water to the properties of both parties as previously described above; and

WHEREAS, the parties wish to set forth an agreement for the use, operation and maintenance of the well and water system;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Ownership of Water System: It is agreed that each of the parties hereto is the owner of an undivided one-half (1/2) interest in the aforementioned well, water system and main distribution lines and that each party shall share equally in the cost of operation and maintenance of the water system, provided, however, each party shall be responsible for the maintenance of that portion of the water lines which serve only the property of such party.

2. Use of Water System: It is agreed that each party shall have the right to connect to the main water system with not more than one (1) distribution water line which shall be not more than 3/4 inches in diameter. The water used by each of the parties shall be limited to domestic household use, livestock watering, and lawn and garden irrigation for one (1) single family dwelling on the property of each party as above described.

3. Service and Maintenance Account: A bank checking account shall be established for the purpose of receipt and disbursement of all funds necessary for the payment of utility and maintenance expenses relative to the operation of the water system. Each of the parties hereto shall pay into said account monthly on or before the 10th day of each month an amount equal to one-half (1/2) of the estimated monthly expenses for the operation of the water system. The amount to be deposited into the account shall be determined by mutual agreement of the parties. Each of the parties shall alternately be custodian of the account for a period of one (1) year unless otherwise agreed upon. Distributions for service and maintenance may be made from the account by the custodian without the consent of the other party. No expense shall be incurred by either party for any expense other than routine service and maintenance except with the concurrence of all parties hereto.

4. Payment When No Water Used: During any month which a party uses no water from the system, the amount of the monthly electrical charge shall be paid solely by the party using the water. Any charges for routine maintenance shall, however, be paid by both parties regardless of whether water is actually used.

5. Government Regulations: Both parties agreed to comply with and County, State or other governmental regulations relating to the operation of the water system.

6. Limits of Construction: The parties agree and covenant that said parties, their heirs, successors and assigns, will not construct, maintain, or suffer to be constructed or maintained upon the said land of MARTIN and within 100 feet of the well herein described so long as the same is operated to furnish water for public consumption, 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 other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides or insecticides.

7. Easement: There shall be hereby granted a thirty (30) foot easement(s) over and along the course of water pipelines, and particularly from the VanDOREN property to the pump house, for maintenance of the water line(s).

8. Default: In the event either party shall fail to make any payment provided for herein, the other party shall have a lien upon the property of the defaulting party as above-described for the payment of such obligation.

9. Attorney's Fees: In the event either party is required to employ the services of an attorney to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in connection therewith.

10. Binding Effect: This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

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 each owner thereof.

Dated this 30th day of October, 1998Gene Martin
GENE MARTINFred VanDoren
FRED VanDORENDonna Martin
DONNA MARTINJeanie VanDoren
JEANIE VanDOREN

STATE OF WASHINGTON)

COUNTY OF Stevens)

) ss

This is to certify that on this 30th day of October, 1998, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally came GENE MARTIN and DONNA MARTIN, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
NOTARY PUBLIC in and for the State
of Washington residing in Colville.
My commission expires 10-15-00

STATE OF WASHINGTON)

COUNTY OF Stevens)

) ss

This is to certify that on this 4th day of November, 1998, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally came FRED VanDOREN and JEANIE VanDOREN, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]
NOTARY PUBLIC in and for the State
of Washington residing in Colville.
My commission expires 10-15-00