

535232

WELL AND WATER USE AGREEMENT

THIS AGREEMENT made and entered into this 9th day of April, 1984, by and between JAMES E. NEWTON and VICKIE L. NEWTON, husband and wife, hereinafter designated NEWTON, and ARNOLD D. CLARK and TERESE J. CLARK, husband and wife, hereinafter designated CLARK.

WHEREAS, CLARK is the owner of the following described real property:

That part of the N 1/2 of the S 1/2 of the SW 1/4 of the NW 1/4 of Section 1, Township 35 North, Range 38, E.W.M., in Stevens County, Washington, lying West of the centerline of Gold Creek County Road No. 3156, designated as Lot T-A of Short Plat 14181 recorded April 4, 1981 in Volume 64, Page 1083, under Auditor's File No. 505434;

and;

WHEREAS, NEWTON is the owner of the following described real property:

That part of the S 1/2 of the SW 1/4 of the NW 1/4 of Section 1, Township 35 North, Range 38, E.W.M., in Stevens County, Washington, lying East of the centerline of Gold Creek County Road No. 3156, designated as Lots T-C and T-D of Short Plat 1418, recorded April 4, 1981, in Volume 64, Page 1083, under Auditor's File No. 505434;

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

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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 agreements herein contained, the parties hereto 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 aforesaid 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, provided, however, that NEWTON shall have the right to extend the existing main line with such additional 1 1/2 inch main line as he deems necessary so long as the line servicing the NEWTON property is reduced to 3/4 inches in diameter.

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 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 in 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 any 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 CLARK 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. 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.

8. 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.

9. Binding Effect

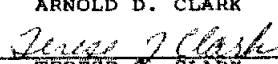
This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

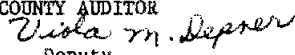
These covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

DATED this 9th day of April, 1984.


 JAMES E. NEWTON

 VICKIE L. NEWTON


 ARNOLD D. CLARK

 TERESE J. CLARK

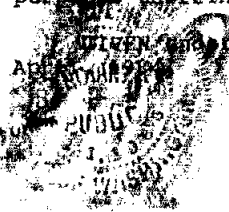
Ind Rec Com Page
 STATE OF WASHINGTON COUNTY OF STEVENS ss
 Filed April 13, 1984 at 2:32 P.M.
 At request of:
 Stevens County Title Company
 VIRGINIA M. JENSEN
 COUNTY AUDITOR

 Deputy
 Mail to: McNally & Stewart
 Colville, WA 99114
 \$8.00

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STATE OF WASHINGTON)
) ss.
 COUNTY OF STEVENS)

On this day personally appeared before me JAMES E. NEWTON and VICKIE L. NEWTON, 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.

WITNESSED under my hand and official seal this 9th day of

 Judy A. Omench
 NOTARY PUBLIC in and for the State of
 Washington, residing at Colville, Wn.

STATE OF WASHINGTON)
) ss.
 COUNTY OF STEVENS)

On this day personally appeared before me ARNOLD D. CLARK and TERESE J. CLARK, 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.

WITNESSED under my hand and official seal this 5th day of

 Judy A. Omench
 NOTARY PUBLIC in and for the State of
 Washington, residing at Colville, Wn.