

AFTER RECORDING RETURN TO:

Clayton Law Firm, PLLC
287 East Astor Avenue
P.O. Box 269
Colville, Washington 99114-0269

Auditor File #: 2016 0008664

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STEVENS COUNTY TITLE COMPANY

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STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

FCLINTON

Parcel Nos. 2297958, 2296001, 2297968, 2297966

File: 9859.16

124885 ①

WELL AND PIPELINE EASEMENT

THIS WELL AND PIPELINE EASEMENT is made and entered into this 17 day of October, 2016 by and between EQUITY TRUST COMPANY, d.b.a STERLING TRUST CUSTODIAN FBO DIANA K. BROYLES IRA #62945; JEAN G. SECKLER, a single person; and BRYAN VICKROY, an unmarried man, **GRANTORS**; and ROBERT S. LINDSEY, an unmarried man, **GRANTEE**.

WHEREAS, EQUITY TRUST COMPANY, d.b.a STERLING TRUST CUSTODIAN FBO DIANA K. BROYLES IRA #62945, hereinafter sometimes referred to as EQUITY TRUST; is the owner of the following described real property:

That part of the W ½ of the NE ¼ of Section 24, Township 36 North, Range 39 East, W.M., in Stevens County, Washington, described as follows:

Commencing at the North quarter corner of said Section 24, from which the Northeast corner thereof bears South 87°30'30" East 2657.96 feet; thence along the North line of said Section 24, South 87°30'30" East 1328.96 feet to the Northeast corner of said W ½ of the NE ¼; along the East line of said W ½ of the NE ¼, South 01°23'18" West 1571.07 feet to the Point of Beginning for this description; thence continuing along said East line, South 01°22' 18" East 395.17 feet to the centerline of a 60.00 feet wide road and utility easement; thence leaving said East line and along said centerline, North 13°00'22" West 115.90 feet to the beginning of a curve concave to the Southwest having a radius of 770.00 feet; thence along said curve and centerline, Northerly 321.77 feet through a central angle of 23°56'32"; thence leaving said centerline, South 87°30'30" East 170.58 feet to the Point of Beginning.

Parcel No. 2297958

WHEREAS, JEAN G. SECKLER, a single person, hereinafter sometimes referred to as SECKLER, is the vested owner of the following described real property:

Lot 4 of Short Plat No. SP 71-98, located in the NE ¼ of Section 24, Township 36 North, Range 39 East, W.M., in Stevens County, Washington, according to Plat thereof recorded October 28, 1998, under Auditor's File No. 9812610.

Parcel No. 2297968

WHEREAS, BRYAN VICKROY, an unmarried man, hereinafter sometimes referred to as VICKROY, is the vested owner of the following described real property:

The N ½ of the SE ¼ of the NE ¼, in Section 24, Township 36 North, Range 39 East, W.M., in Stevens County, Washington.

EXCEPT beginning at the at the Southwest corner of the S ½ of the NE ¼ of the NE ¼ of said Section 24; thence along the South line thereof, South 87°30'42" East 60.01 feet; thence leaving said South line North 64°07'57" East 973.89 feet; thence south 9°32'20" East 405.16 feet; thence South 1°22'33" West 726.33 feet to the South line of the N ½ of the SE ¼ of the NE ¼ of said Section 24; thence along said South line South 87°30'48" East 326.12 feet to the Southeast corner thereof; thence along the East line of said NE ¼ North 1°22'33" East 1320.03 feet to the Northeast corner of said S ½ of the NE ¼ of the NE ¼; thence along the North line thereof, North 87°30'36" West 1328.93 feet to the Northwest corner of said S ½ of the NE ¼ of the NE ¼; thence along the West line thereof, South 1°22'18" West 660.07 feet to the Point of Beginning.

Parcel No. 2296001

WHEREAS, ROBERT S. LINDSEY, an unmarried man, hereinafter sometimes referred to as LINDSEY, is the vested owner of the following described real property:

Lot 2 of Short Plat No. SP 71-98, according to Plat thereof recorded October 28, 1998, under Auditor's File No. 9812610, located in the NE ¼ of Section 24, Township 36 North, Range 39 East, W.M., in Stevens County, Washington.

Parcel No. 2297966

WHEREAS, there is an existing well and water pipeline on the above-described EQUITY TRUST, VICKROY and SECKLER that serve the above-described property of LINDSEY; and

WHEREAS, the parties desire to establish of record the well and water pipeline easement that supplies water to the above-described LINDSEY parcel;

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

1. That EQUITY TRUST grants and conveys to LINDSEY the right to withdraw water from a well located on the above-described EQUITY TRUST property, together with the right to access said well for repair, maintenance, and upkeep. LINDSEY shall pay the cost of maintaining said well, including any electrical costs associated therewith so long as LINDSEY is the sole user of said well.

2. EQUITY TRUST, VICKROY and SECKLER, as GRANTORS, hereby grant and convey, to ROBERT S. LINDSEY, an unmarried man, as GRANTEE, his heirs, successors and assigns, an easement for ingress, egress and utilities necessary to effectuate the usage of the water system, as well as an easement fifteen (15) feet in width, seven and one-half (7.5) feet each side of the centerline thereof, from said Well, thence running northeasterly to the South line of the LINDSEY parcel, for maintenance, repair and replacement of a water pipeline as necessary for the operation of said water well and water pipeline. The approximate location of said water well and water pipeline easement are illustrated on the attached Exhibit "A" and incorporated herein as though fully set forth.

3. EQUITY TRUST, VICKROY, SECKLER and LINDSEY, their heirs, successors, and assigns, hereby agree and covenant that they will not construct, maintain, or suffer to be constructed or maintained upon said land within a radius of 100 (one hundred) feet of the water system, 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 their enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides. Said restriction shall comply with all governmental non-contamination requirements of WAC 246-290-135 as amended from time to time.

4. Should any party file suit to enforce any of the covenants herein described, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue for any such action shall be Stevens County, Washington.

5. 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 _____ day of October, 2016.

- GRANTORS -

- GRANTEE -

EQUITY TRUST COMPANY, d/g/a
STERLING TRUST CUSTODIAN FBO
DIANA K. BROYLES IRA #62945

ROBERT S. LINDSEY

Signed in Counterpart

[Handwritten Signature]
By: _____

Hope Gonzales
Corporate Alternate Signer

JEAN G. SECKLER

BRYAN VICKROY

READ & APPROVED BY:

Diana K. Broyles

DIANA BROYLES

2. EQUITY TRUST, VICKROY and SECKLER, as GRANTORS, hereby grant and convey, to ROBERT S. LINDSEY, an unmarried man, as GRANTEE, his heirs, successors and assigns, an easement for ingress, egress and utilities necessary to effectuate the usage of the water system, as well as an easement fifteen (15) feet in width, seven and one-half (7.5) feet each side of the centerline thereof, from said Well, thence running northeasterly to the South line of the LINDSEY parcel, for maintenance, repair and replacement of a water pipeline as necessary for the operation of said water well and water pipeline. The approximate location of said water well and water pipeline easement are illustrated on the attached Exhibit "A" and incorporated herein as though fully set forth.

3. EQUITY TRUST, VICKROY, SECKLER and LINDSEY, their heirs, successors, and assigns, hereby agree and covenant that they will not construct, maintain, or suffer to be constructed or maintained upon said land within a radius of 100 (one hundred) feet of the water system, 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 their enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides. Said restriction shall comply with all governmental non-contamination requirements of WAC 246-290-135 as amended from time to time.

4. Should any party file suit to enforce any of the covenants herein described, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue for any such action shall be Stevens County, Washington.

5. 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 15 day of ^{November}~~October~~, 2016.

- GRANTORS -

- GRANTEE -

EQUITY TRUST COMPANY, d/g/a
STERLING TRUST CUSTODIAN FBO
DIANA K. BROYLES IRA #62945

Robert S. Lindsey
ROBERT S. LINDSEY

By: _____
Signed In Counterpart
JEAN SECKLER

BRYAN VICKROY

READ & APPROVED BY:

DIANA BROYLES

2. EQUITY TRUST, VICKROY and SECKLER, as GRANTORS, hereby grant and convey, to ROBERT S. LINDSEY, an unmarried man, as GRANTEE, his heirs, successors and assigns, an easement for ingress, egress and utilities necessary to effectuate the usage of the water system, as well as an easement fifteen (15) feet in width, seven and one-half (7.5) feet each side of the centerline thereof, from said Well, thence running northeasterly to the South line of the LINDSEY parcel, for maintenance, repair and replacement of a water pipeline as necessary for the operation of said water well and water pipeline. The approximate location of said water well and water pipeline easement are illustrated on the attached Exhibit "A" and incorporated herein as though fully set forth.

3. EQUITY TRUST, VICKROY, SECKLER and LINDSEY, their heirs, successors, and assigns, hereby agree and covenant that they will not construct, maintain, or suffer to be constructed or maintained upon said land within a radius of 100 (one hundred) feet of the water system, 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 their enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides. Said restriction shall comply with all governmental non-contamination requirements of WAC 246-290-135 as amended from time to time.

4. Should any party file suit to enforce any of the covenants herein described, the prevailing party shall be entitled to reasonable attorney's fees and costs. Venue for any such action shall be Stevens County, Washington.

5. 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 17 day of October, 2016.

- GRANTORS -

- GRANTEE -

~~EQUITY TRUST COMPANY, d/g/a
STERLING TRUST CUSTODIAN FBO
DIANA K. BROYLES IRA #62945~~

~~ROBERT S. LINDSEY~~
Signed In Counterpart

By: Jean G. Seckler
Jean G. Seckler
JEAN G. SECKLER

BRYAN VICKROY

READ & APPROVED BY:

DIANA BROYLES

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this day personally appeared before me BRYAN VICKROY, Grantor herein, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as hi free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this ____ October, 2016.

Signed In Counterpart

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

No. 15193
AFFIDAVIT
WA R.E. EXCISE TAX

NOV 30 2016

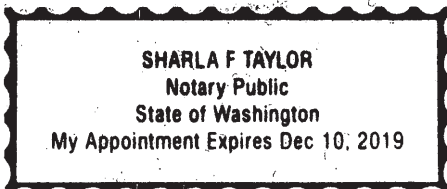
PAID Ø
STEVENS COUNTY TREASURER

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this day personally appeared before me ROBERT S. LINDSEY, an unmarried man, Grantee herein, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 15 ^{November} ~~October~~, 2016.
13

Sharla F. Taylor
NOTARY PUBLIC in and for the State of
Washington, Residing at Woodinville, Wa.
My Appointment Expires: 12-10-2019



STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me JEAN G. SECKLER, a single person, Grantor herein, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this _____ October, 2016.

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

STATE OF Ohio)
) ss.
COUNTY OF Cuyahoga)

On this day personally appeared HOPE GONZALES,
Grantor herein, to me known to the CORP ALT SIGNER of Equity Trust Company,
d/b/a Sterling Trust Custodian FBO Diana K. Broyles IRA #62945, that executed the foregoing
instrument, and acknowledged the said instrument to be the free and voluntary act and deed of
said company, for the uses and purposes therein mentioned, and on oath stated that he/she is
authorized to execute the said instrument.

DATED this 29 day of October, 2016.



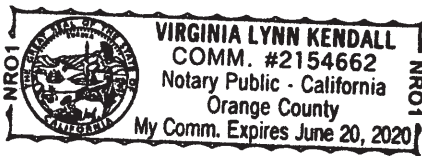
MONICA KETCHAM
Notary Public, State of Ohio
My Commission Expires
December 25, 2019

Monica Ketcham
NOTARY PUBLIC in and for the State of
~~Ohio~~ Washington, Residing at Lorain
My Appointment Expires: 12-25-19

CALIFORNIA
STATE OF WASHINGTON)
) ss.
COUNTY OF ORANGE)

On this day personally appeared before me JEAN G. SECKLER, a single person, Grantor herein, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 17 October, 2016.



Virginia Lynn Kendall, Notary Public
NOTARY PUBLIC in and for the State of CALIFORNIA
Washington, Residing at 24310 MOULTON PKWY 0
LAGUNA WOODS, CA
My Appointment Expires: 6-20-2020 92637
ORANGE COUNTY

STATE OF _____)
) ss.
COUNTY OF _____)

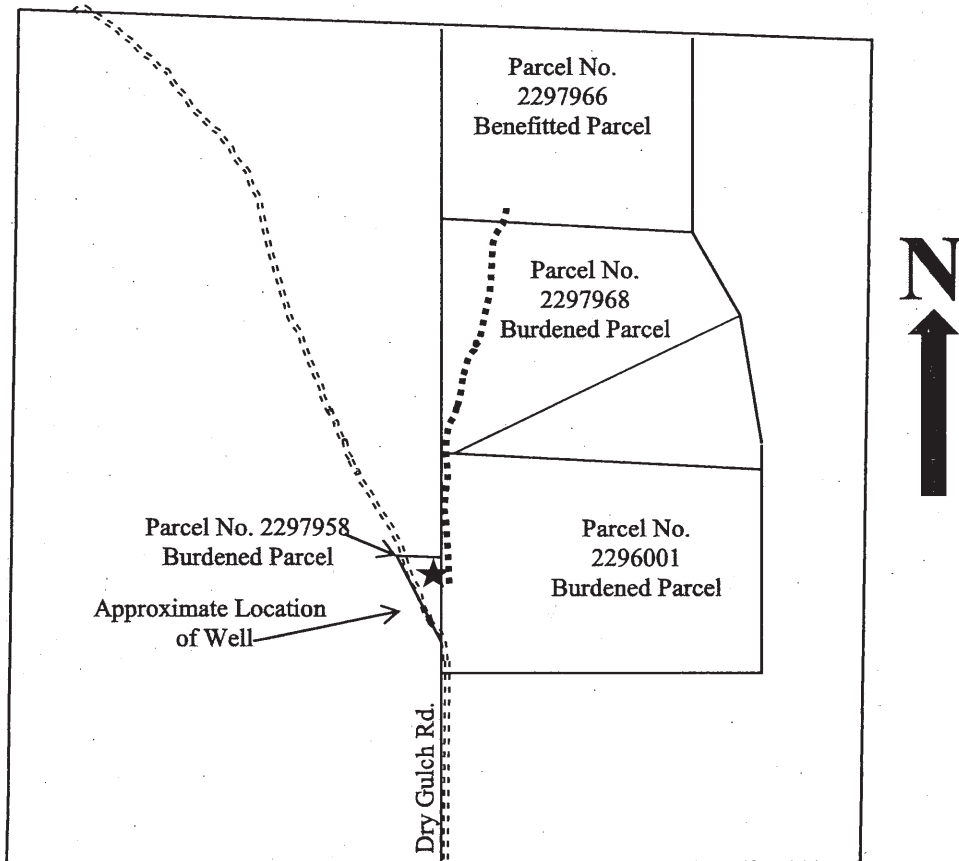
On this day personally appeared _____,
Grantor herein, to me known to the _____ of Equity Trust Company,
d/b/a Sterling Trust Custodian FBO Diana K. Broyles IRA #62945, that executed the foregoing
instrument, and acknowledged the said instrument to be the free and voluntary act and deed of
said company, for the uses and purposes therein mentioned, and on oath stated that he/she is
authorized to execute the said instrument.

DATED this _____ day of October, 2016.

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

EXHIBIT "A"

Part of NE ¼ Section 24, Twp. 36 North, Rge. 39 EWM, Stevens County, Washington



- Approximate Location of Dry Gulch Rd.
- ★ Approximate Location of Well
- Approximate Location of Water Pipeline

This sketch is furnished for your information only to indicate the approximate location of the Easement described in the foregoing instrument.