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STEVENS COUNTY, WASHINGTON  
TIM GRAY, AUDITOR

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## WELL AND WATER USE AGREEMENT

**THIS AGREEMENT** made and entered into this 21 day of November, 2017, by and between HOURGLASS PROPERTIES, LLC, a Nevada limited liability company, by JAMES A. LEE, as Managing Member; and CARL ANDERSON and JENNELLE ANDERSON, husband and wife, hereinafter referred to as HOURGLASS and ANDERSON, and ALAN ADAMS, and JANELL ADAMS, husband and wife, hereinafter referred to as ADAMS;

**WHEREAS**, HOURGLASS and ANDERSON acquired for development the following described real property:

Assessor's Tax Parcel No.: 2266800

That part of the W1/2 of the W1/2 of the SW1/4 of Section 25, Township 35 North, Range 39 East, W.M., in Stevens County, Washington, lying north of Revision No. 5 in Miner Street Road 2857;

**WHEREAS**, said real estate was benefited by an appurtenant easement to a well on adjoining real estate as set forth in a Statutory Warranty Deed between Don O. White, and Julia D. White, as Grantors, and Richard P. Bracke, and Virginia M. Baker, as Grantees, dated September 23, 1976, recorded under Auditor's File No. 551073, which appurtenant grant states:

TOGETHER WITH an Easement to the Grantees, their heirs and assigns, ten (10) feet in width, over and across the following described property, to-wit:

THE E1/2 of the W1/2 of the SW1/4 of Section 25, Township 35 North, Range 39 East, lying North of Revision No. 5 in Miner Street Road No. 2857,

for a water pipe line and well, and the right to withdraw water from said well and to convey the same to the property herein conveyed, to which this easement shall be appurtenant, the said well being located approximately 70 feet East and 434 feet North of the Southwest corner of

said E1/2 of the W1/2 of the SW1/4, said Section 25, and together with the right of ingress and egress for the purpose of constructing, maintaining, and operating the same, and together with an easement for a power line for the purpose of transmitting power to the aforesaid well site.

**WHEREAS**, HOURGLASS and ANDERSON has subsequently short platted the above described property into four short platted lots, which short plat was accomplished by "Short Plat by Survey SP-13-2014" recorded July 2, 2015, under Auditor's File No. 20150004921 ("the survey");

**WHEREAS**, the short plat was developed to provide a water line easement to only serve lots A and B of the survey, and not to serve lots C and D of the survey;

**WHEREAS**, HOURGLASS and ANDERSON did subsequently modify the provisions of said short plat by relocating the water line easements to lots A and B by a Restatement of Easements, recorded August 5, 2015, under Auditor's File No. 20150005853;

**WHEREAS**, HOURGLASS and ANDERSON has subsequently sold to ADAMS Lot B of said Short Plat No. SP-13-2014, by Statutory Warranty Deed recorded January 17, 2017, under Auditor's File No. 20170000322;

**WHEREAS**, ADAMS, as the owner of Lot B, and HOURGLASS and ANDERSON, as the owner of Lot A, the two benefited lots having the right of access to the well above described, desire to develop a joint water system, and incorporate their agreement into covenants;

**WHEREAS**, this Well and Water Use Agreement is intended to govern the owners of lots A and B in their use of the water system, with the intent that these covenants be binding on subsequent owners and shall run with the land;

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

1. Description of Water System: This agreement relates to a water system which consists of a well located on the E1/2 of the W1/2 of the SW1/4, in Section 25, Township 35 North, Range 39 East, W.M., lying North of the Revision No. 5, in Miner Street Road No. 2857. The location of the well is described in the above referenced short plat by survey SP-13-2014. The water system also consists of a water line located along the course of the amended water easement as specified in the Restatement of Easements, recorded under Auditor's File No. 20150005853. The water system shall further consist of a 4,000 gallon cistern which shall be installed by HOURGLASS and ANDERSON near the common boundary line between Lot B and Lot A. The system shall further consist of submersible pumps and electrical controls necessary to provide electricity to the well and pump therein, and to provide electricity to the pump in the water cistern. The electrical service to the water system shall be separately metered.

The well, electrical service to the well, and the water lines to the residence on Lot B are currently in existence. The cistern, and electrical service to the cistern, shall be installed in the future at the sole expense of HOURGLASS and ANDERSON.

2. Ownership of the Well and Water Works: It is agreed by the parties that each of the owners of Lot A and Lot B is hereby granted an undivided one-half interest in and to the well, and water system as described herein. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be supplied a reasonable amount of potable and healthy water for domestic purposes.

3. Equitable Use of Water: Each party shall share equitable in the use of the water for their domestic purposes, and no party shall be authorized to use more than their share of the water which would deprive the other party from reasonable use. Either party may request that metering devices be installed on both usages, and the costs for installing said devices shall be born equally between the parties.

4. Bank Account: The parties shall establish and maintain a reserve bank account at a mutually agreed banking institution. Each part shall be entitled to receive an annual statement from said institution regarding the status of the reserve account. Each party shall pay an equal amount monthly into the reserve account, which payment shall in no instance be less than the electrical cost to run the system. Reasonable additional amounts may be paid into the account to build up a capital reserve to cover maintenance expenses and costs associated with repairing or replacing pumps and other equipment.

5. Repair and Maintenance: Each party shall be equally responsible for the repair, replacement, and maintenance of any and all pumps, water works, valves, and pipelines which are common to both parties. Any portion of the water system or pipeline which benefits only one party shall be the sole responsibility of that party.

5. Prohibited Practices: The parties herein, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: Septic tanks and drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, vehicles, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Stevens County Department of Public Health and/or other appropriate governmental agency.

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

7. Water Pipeline Easements: The parties affirm the water pipeline easement as established in the aforementioned short plat, and as restated in Auditor's File No. 20150005853.

8. Default: In the event of default to the terms of this agreement by any party, the non defaulting party shall have a right to file a "Notice of Lien" in the land records of Stevens County, and shall further have a right to enforce said lien in the manner that a mortgage is foreclosed. The covenants set forth herein can be enforced in any court setting in law or in equity.

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 and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

DATED this 20<sup>th</sup> day of September, 2008.

HOURGLASS PROPERTIES, LLC

James A Lee  
JAMES A. LEE, Managing Member

Carl M. Anderson  
CARL ANDERSON

Jennelle M. Anderson  
JENNELLE ANDERSON

Alan Adams  
ALAN ADAMS

Janell Adams  
JANELL ADAMS

STATE OF WASHINGTON )  
COUNTY OF Stevens ) ss.

On this 20<sup>th</sup> day of September 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. LEE to me known to be the Member(s), of the Limited Liability Company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

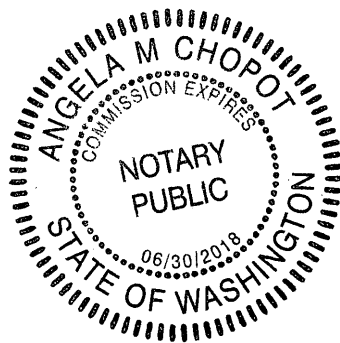


Angela M. Chopot  
NOTARY PUBLIC in and for the State  
of Washington residing in COMITE  
My commission expires 6-30-2018

STATE OF WASHINGTON }  
 } ss  
County of Stevens }

I certify that I know or have satisfactory evidence that CARL ANDERSON and JENNELLE ANDERSON are the persons who appear before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 21 day of November, 2017.

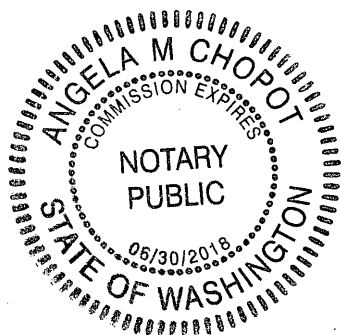


Angela M Chopot  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_, WA.  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
 } ss  
County of Stevens }

I certify that I know or have satisfactory evidence that ALAN ADAMS and JANELL ADAMS are the persons who appear before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 24th day of September, 2017.



Angela M Chopot  
NOTARY PUBLIC in and for the State of  
Washington, residing at COVILLE, WA.  
My appointment expires: 6-30-2018