

Filed for Record at Request of:  
AFTER RECORDING MAIL TO:

McGrane & Schuerman  
Town Center Building  
298 South Main, Suite 304  
Colville, WA 99114

File: X:\Clients\StevensonChasGail\2025.05.13 shared well agt.frm jp

### WELL AND WATER USE AGREEMENT

**THIS AGREEMENT** is made and entered into this 19<sup>th</sup> day of May, 2025 by and between GREG DENTON and KATHY DENTON, husband and wife, hereinafter referred to as "Denton" and GAIL STEVENSON, aka Anna Gail Stevenson, as Surviving Trustee of the Stevenson Revocable Living Trust, dated November 2, 1999, hereinafter referred to as "Stevenson."

**WHEREAS**, Denton is the owner of the following described real property:

Assessor's Tax Parcel No.: 73509410002400

Lot 4 of Denton Short Plat No. SP 01-009 recorded October 13, 2001, under Auditor's File No. 250928, located in the S ½ of Government Lot 6, Section 9, Township 35 North, Range 37 East, W.M., in Ferry County, Washington.

**WHEREAS**, Stevenson is the owner of the following described real property:

Assessor's Tax Parcel No.: 73509410002300

Lot 3 of Denton Short Plat No. SP 01-009 recorded October 13, 2001, under Auditor's File No. 250928, located in the S ½ of Government Lot 6, Section 9, Township 35 North, Range 37 East, W.M., in Ferry County, Washington.

**WHEREAS**, there is a well situated upon the property of Denton which currently provides water to both parcels above described;

**WHEREAS**, a diagram of the location of the well and water system on the respective properties of the parties is attached as Exhibit A; and incorporated herein by this reference;

**WHEREAS**, the parties wish to set forth their agreement as to the use, ownership, operation, and maintenance of the well and water system which shall service the above described parcels;

**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 owns an undivided one-half ( $\frac{1}{2}$ ) interest in the aforementioned well, water system and main water 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 one and one-half inches in diameter. The water used by each of the parties shall be limited to domestic household use, and lawn and garden irrigation for one (1) single family dwelling on the property of each party as above described. Livestock watering shall be prohibited.

3. Electric Service and Maintenance Payments: The electricity for the well pump is paid by the Denton Parcel. The owner of the Stevenson property shall pay to the owner of the Denton property the amount of SIXTY and 00/100 dollars (\$60.00) per quarter for reimbursement of electricity use for the water system. The payment shall be made on the dates agreed to by the parties, or on or before the 15th day of March, June, September, and December of each year, if the parties cannot agree. The quarterly amount paid by the Stevenson property to the Denton property may also be changed by mutual agreement of the property owners based on electric rates. Costs for maintenance, repair, and improvement of the water system shall be split equally by the property owners, unless agreed otherwise, and all payments shall be due at the time of service. No expense shall be incurred by either party for any expense other than routine repair and maintenance except with the prior agreement of both parcel owners.

4. Maintenance: Each party shall be solely responsible for any repairs to the water lines servicing their individual properties. However, all maintenance to shared components of the water system shall be shared equally between the two parties.

Each party shall have the right to act to correct an emergency in the absence of the other party(ies) being onsite. An emergency must be defined as failure of any shared portion of the system to deliver water upon demand. However, no party is responsible for unilaterally incurred shared well debts of another party, except for correction of emergency situations. Emergency correction costs must be equally shared.

All non-emergency maintenance, improvements or replacements shall be approved as to form and cost by both parties prior to any work being completed.

5. Water Testing: The well water may be sampled and tested by the local authority at the request of any party at any time. Further, any corrective measures recommended by the local authority shall be implemented if testing reveals a significant water quality deficiency, but only with the consent of both of the parties.

6. 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.

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

8. Easement: There shall be hereby granted a fifteen (15) foot easement(s) over and along the course of water pipelines, and particularly over the Stevenson and Denton properties to access the pump house, for maintenance of the pump and water line(s).

9. 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.

10. 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. Jurisdiction shall be in Ferry County Superior Court.

11. 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 19<sup>th</sup> day of May, 2025.

Gail Stevenson AKA

Greg Denton

GREG DENTON

Kathy Denton

KATHY DENTON

Anna Gail Stevenson, Trustee

GAIL STEVENSON A/K/A ANNA 5.22.2025  
GAIL STEVENSON, TRUSTEE

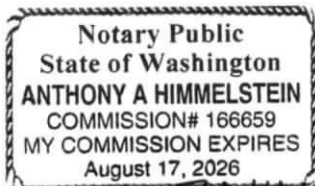
STATE OF WASHINGTON }

} ss

County of }

I certify that I know or have satisfactory evidence that GREG DENTON and KATHY DENTON are the persons who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 19 day of MAY, 2025



Anthony A. Himmelstein

NOTARY PUBLIC in and for the State of Washington, residing at KITSAP

My appointment expires: AUGUST 17, 2026

FOR KATHY & GREG DENTON ONLY

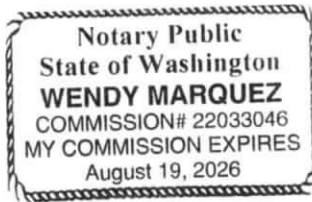
STATE OF WASHINGTON

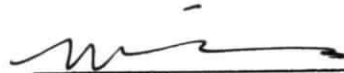
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}

County of

On this 22 day of May, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gail Stevenson a/k/a Anna Gail Stevenson to me known to be the Surviving Trustee(s), of the trust that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said trustee(s), 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.



  
NOTARY PUBLIC in and for the State  
of Washington residing at Tacoma.  
My commission expires August 19, 2026

Neighbors

10 acre Plot

Easment - Denton Drive

Lot 1

Lot 2

Lot 3

Lot 4

↓ Lake Roosevelt ↓

↓

