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STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

Real Estate Excise Tax	
AFF#	<u>Easement</u>
Date Pd	
Original	
Amt Pd	<u>None</u>
Int	Peh
Stevens County Treasurer Deputy	
By	Date <u>7/5/06</u>

FCLINTON

**WELL AND WATER USE AGREEMENTS AND
EASEMENTS FOR PROPERTY LOCATED IN
SECTION 34, TOWNSHIP 33 NORTH, RANGE 37 EAST, W.M.
STEVENS CO., WA**

985280

This Agreement made and entered into this 30th day of June, 2006, by and between WILLIAM M. WILDEN and GENE A. WILDEN, husband and wife, hereinafter Wilden, and LARRY FIFER and JILL FIFER, husband and wife, hereafter Fifer.

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

First, (the Wilden Burdened Parcel)

Assessor's Parcel No. 1647545

That part of the SW 1/4 and that part of the S 1/2 of the NW 1/4 all in Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington, described as follows:

Commencing at the South Quarter corner of said Section 34, from which the Southwest corner thereof bears South 88°58' 15" West 2640.04 feet; thence along the South line of said Section 34, North 87°39'03" East 172.28 feet to the centerline of the Addy-Gifford County Road (C.R.P. No. 207); thence along said centerline North 64°40'10" East 112.30 feet to the beginning of a curve concave to the Southwest having a radius of 108.00 feet; thence along said centerline and curve, Northerly, Northwesterly and Westerly 309.87 feet through a central angle of 164°23'17"; thence South 80°16'53" West 719.97 feet to the beginning of a curve concave to the Northeast having a radius of 181.59 feet; thence along said centerline and curve, Westerly 145.02 feet; through a central angle of 45°45'22" to the point of beginning for this description; thence leaving said centerline, South 64°05'06" West 145.47 feet to a point that is 120.00 feet North of and at right angles to the South line of said SW 1/4; thence parallel to said South line, South 88°58'15" West 693.54 feet; thence North 26°07'00" East 111.89 feet to the centerline of an existing roadway, said point hereinafter referred to as Point "A"; thence North 20°09'03" West 339.23 feet; thence North 24°59'09" West 377.98 feet; thence North 0°31'17" East 655.38 feet; thence North 4°44'09" East

517.17 feet; thence North 2°50'13" East 310.56 feet; thence North 27°57'43" East 116.61 feet; thence North 10°44'18" East 175.15 feet; thence North 2°39'37" East 148.35 feet; thence North 2°47'06" West 99.28 feet; thence North 25°32'52" West 171.15 feet; thence North 20°22'37" West 97.73 feet; thence North 3°15'36" West 177.09 feet; thence North 11°14'36" West 674.79 feet to the North line of the S 1/2 of the NW 1/4 of Section 34; thence along said North line, North 89°27'09" East 1662.95 feet to the Northeast corner of said S 1/2 of the NW 1/4; thence along the East line thereof, South 01°46'28" East 1343.64 feet to the Northeast corner of the SW 1/4 of said Section 34; thence along the East line thereof, South 1°46'28" East 1827.19 feet to the centerline of the Addy-Gifford County Road (C.R.P. No. 207); thence along said centerline, Southwesterly and Southerly 1037.05 feet to the point of beginning.

EXCEPT that part of the SW 1/4 and that part of the S 1/2 of the NW 1/4 all in Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington, described as follows:

Commencing at the South Quarter corner of said Section 34 from which the Southwest corner thereof bears South 88°58'15" West for 2640.04 feet; thence along the East line of said SW 1/4 North 1°46'28" West for 2617.48 feet to the intersection with the centerline of County Road No. 1686 and the Point of Beginning for this description; thence leaving said East line, South 89°48'24" West for 1457.07 feet to the West line of that tract of land shown and described as Parcel "A" on that map recorded in Book 12 of Surveys at pages 116 and 117; thence along said West line, North 2°39'37" East for 148.35 feet; thence North 2°47'06" West for 99.28 feet; thence North 25°32'52" West for 171.15 feet; thence North 20°22'37" West for 97.73 feet; thence North 3°15'36" West for 164.62; thence leaving said West line, North 89°49'25" East for 1195.40 feet to the centerline of said County Road No. 1686; thence along said centerline South 38°18'31" East for 106.86 feet; thence South 28°28'22" East 651.44 feet to the Point of Beginning.

Lying East of a line extending North and South of the East line of SP 69-92-2, which shall also be referred to in this Agreement as the Wilden burdened parcel.

Second, (the Wilden Benefitted and Burdened Parcel)

Assessor's Parcel No. 1647546

Lot ASP 69-92-1: That portion of the SW 1/4 of Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington, described as follows:

Commencing at the South Quarter corner of said Section 34, from which the Southwest corner thereof bears South 88°58'15" West 2640.04 feet; thence North 1°46'28" West, along the East line of said SW 1/4, a distance of 1281.77 feet to the True Point of Beginning for this description; thence continuing North 1°46'28" West a distance of 544.50 feet; thence South 88°13'32" West a distance of 400.0 feet; thence South 1°46'28" East a distance of 544.50 feet; thence North 88°13'32" East a distance of 400.0 feet to the Point of Beginning.

Third, (the Wilden Benefitted only parcel)

Assessor's Parcel No. 1647560

Lot SP 69-92-2: That portion of the SW 1/4 in Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington as follows:

Commencing at the South Quarter Corner of said Section 34, from which the Southwest corner thereof bears South 88°58'15" West 2640.04 feet; thence North 1°46'28" West, along the East line of said SW 1/4, a distance of 1281.77 feet; thence leaving said East line, South 88°13'32" West 800.0 feet to the True Point of Beginning for this description; thence South 88°13'32" West 847.15 feet to the West line of that tract of land shown and described as Parcel "A" on that map recorded in Book 12 of Surveys, at page 116 and 117; thence along said West line, North 0°31'17" East 280.51 feet; thence North 4°44'09" East 265.93 feet; thence leaving said West line, North 88°13'32" East 805.76 feet; thence South 1°46'28" East 544.50 feet to the Point of Beginning.

(Wilden ASP 69-92-2 Parcel. This Parcel is one of three benefitted parcels.)

WHEREAS, Fifer is the owner of the following described real property:
(This is the Fifer Benefitted property)

Assessor's Parcel No. 1647572

That part of the SW 1/4 and that part of the S 1/2 of the NW 1/4 all in Section 34, Township 33 North, Range 37 East, W.M., in Stevens County, Washington, described as follows:

Commencing at the South quarter corner of said Section 34; thence, along the East line of the SW 1/4 of said Section 34, North 1°46'28" West 2617.48 feet to the intersection with the centerline of County Road No. 1686 and the Point of Beginning for this description, said point being the Southeast corner of Parcel "C" as shown and described on that map recorded in Book 13 of Surveys at page 81; thence leaving the East line of the SW 1/4 of said Section 34 and along the centerline of said County Road No. 1686, North 28°28'22" West 651.44 feet; thence North 38°18'31" West 307.22 feet; thence leaving the centerline of said County Road, South 72°27'18" West 1109.99 feet to the West line of Parcel "A" as shown and described on that map recorded in Book 12 of Surveys at page 116; thence along said West line South 20°32'37" East 87.75 feet; thence South 25°32'52" East 171.15 feet; thence South 2°47'06" East 99.28 feet; thence South 2°39'37" West 148.35 feet to the Southwest corner of Parcel "C" as shown and described on that map recorded in Book 13 of Surveys at Page 81; thence leaving the West line of said Parcel "A" and along the South line of said Parcel "C" North 89°48'24" East 1457.07 feet to the point of beginning.

Also stated as Parcel "D" under Thomas E. Todd Survey filed in Survey Book 26 page 14 and 15 on January 4, 2006, under Stevens County Auditor's File No.

WHEREAS, there was a Quit Claim Deed and Establishment of Reservation and Covenants by Grantors William M. Wilden and Gene A. Wilden to Daniel S. O'Neill, recorded on October 6, 1997 under Stevens County Auditor's File No. 9710136 that provided for covenants of no dwellings and reservation of water tank storage area to benefit the above Wilden property and Fifer property that is unchanged by this agreement and,

WHEREAS, the above parties previously entered into a Well and Water Use Agreement on the 15th day of June, 1993, filed on October 28, 1993, under Stevens County Auditor's File No. 9313039, that the parties wish to replace by this Agreement.

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

1. Ownership of the Water System: In consideration of monies already paid, and receipt of which is acknowledged in the AFN 93130398 Agreement, the ownership of the well, pump, water system and distribution lines shall be a 1/3 undivided interest to Fifer, a 1/3 undivided interest to the Wilden ASP 69-92-1 Parcel and a 1/3 undivided interest to the Wilden ASP 69-92-2 Parcel. Each of the 3 parcel parties shall share proportionately (one-third to each parcel) in the cost of operation and maintenance of the water system, provided, however, each of the 3 parcel parties 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 a distribution water line which shall be not more than 1 1/4 inches in diameter. Fifers shall have the right to one water hookup and Wildens shall have the right to two water hookups, one for Wilden ASP 69-92-1 and one for Wilden ASP 69-92-2. 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 per hookup on the property of each party as above described. Water use shall not be allowed for commercial agricultural irrigation. All expenses incurred in the initial set up and delivery to each parties residence shall be at that party's expense.

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 three benefitted parcels hereto shall pay into said account monthly on or before the 10th day of each month an amount equal to their proportionate shares 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 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 expenses other than routine service and maintenance except with the concurrence of all parties hereto. The initial payment shall be \$30.00 per month per household, but this is an amount that shall be adjusted for inflation and actual costs.

4. Government Regulations: Both parties agreed to comply with any and all county, state or other governmental regulations relating to the operation of the water system.

5. 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 Wilden and within 150 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.

6. Easement: There shall be hereby granted a fifteen (15) foot easement(s) over and along the course of water pipelines, and particularly from the Fifer property to the pump house, for maintenance of the water line(s).

This easement shall be seven and one-half feet (7.5') on each side of the existing water lines.

The parties recognize that this well and portions of the existing pipelines are located on the Wilden parcel described herein, and Wilden hereby grants easements across, over, upon and under the Wilden parcel as described herein.

The location of the Well and Waterlines are further described on Exhibit A, incorporated hereby by this reference.

So long as Wildens are the owners of any of the following three parcels (1) the Wilden Burdened Parcel and/or (2) Wilden ASP 69-92-1, and/or (3) Wilden ASP 69-91-2 parcel then the Wildens shall have the right to complete the physical maintenance, repair and upkeep or hire third party contractors to complete such repairs. Once the Wildens are no longer the owners of the Wilden Burdened Parcel or the Wilden ASP 69-92-1 Parcel or the Wilden 69-92-2 Parcel then the three benefitted parcel owners, namely the owner of ASP 69-92-1, and the owner of ASP 69-92-2 and the owner of the Fifer Parcel shall have the right to complete the physical maintenance, repair and upkeep or may hire third party contractors to do so.

This Agreement shall be perpetual, non-exclusive and shall be binding upon and inure to the benefit of the parties hereto and the parties successors, heirs, and assigns and shall run with the land; such shall include the Wilden Parent Parcel legally described herein as being a perpetually burdened parcel and the 3 benefitted parcels described herein being perpetually benefitted parcels.

7. Default: In the event any party shall fail to make any payment provided for herein, the other parties 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 any party is required to employ the services of any 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.

The prior Well and Water Use Agreement entered into between Wilden and Fifer on the 15th day of June, 1993, filed October 28, 1993, under Stevens County Auditor's File No. 9313039 is hereby replaced in it's entirety by this Agreement.

William M. Wilden
WILLIAM M. WILDEN

Larry Fifer
LARRY FIFER

Gene A. Wilden
GENE A. WILDEN

Jill Fifer
JILL FIFER

STATE OF WASHINGTON)
) ss
COUNTY OF STEVENS)

This is to certify that on this 30th day of June, 2006, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared WILLIAM M. WILDEN AND GENE A. WILDEN, 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.

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



John R. Pierce
NOTARY PUBLIC in and for the State
of Washington residing in Colville
My commission expires 2/15/10

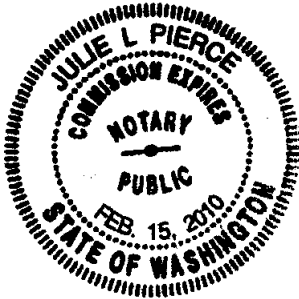
STATE OF WASHINGTON)

) ss

COUNTY OF STEVENS)

This is to certify that on this 30th day of June, 2006,
before me a Notary Public in and for the State of Washington duly commissioned and
sworn, personally appeared LARRY FIFER AND JILL FIFER 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.



Julie L. Pierce

NOTARY PUBLIC in and for the State
of Washington residing in Colville.
My commission expires 2/15/10

WILDER / FIFER WELL AND WATER USE AGREEMENT
JUNE 2006, EXHIBIT A NOT TO SCALE
FOR INFORMATIONAL PURPOSES ONLY

