

John Sullivan
P.O. Box 383
Concete, Wa 98237

W/A

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JOINT WATER WELL AGREEMENT

WHEREAS, HELEN PETERSON, a single woman, hereinafter called the "party of the first part", is the owner of the following described real property: The East 160 Feet of Government Lot one(1), Section thirteen (13), Township thirty-five(35) North, Range ten(10) East of the Willamette Meridian, EXCEPT road rights of way.

WHEREAS, MAXINE STICKNEY, a widow, hereinafter called the "party of the second part", is the owner of the following described real property: The West 160 feet of the East 320 feet of Government Lot one(1), Section thirteen(13), Township thirty-five (35) North, Range ten (10) East of the Willamette Meridian, EXCEPT road rights of way.

WHEREAS, the parties have jointly used a water well for several years, which is situated on the party of the first part's property; and

WHEREAS, the parties are now desirous of entering into a formal written understanding relating to the use and costs of maintaining such well,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Each party shall have the responsibility for it's own maintenance and piping costs from the well to their respective place of usage.
2. Parties jointly agree and bind their sucessor in interest to share equally the costs of maintaining said well in a servicable condition with adequate flow for both parties to use for all domestic purposes. Because the well is on first parties property and the electrical expense is billed to her, second party agrees to pay the sum of ~~100.00~~ ^{180.00} per year payable January 1st, which shall

JERRY MCINTURE
SKAGIT COUNTY AUDITOR

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VOL 910 PAGE 48

constitute second parties share of all these annual and usual expenses, unless first party notifies second party of unusual and necessary maintenance and repair expense, which shall be shared equally in addition thereto. If any maintenance costs remain unpaid at the time one of the parties may sell real property above described or the title to the same be transferred as a matter of law or the property disposed of in any manner, then the amount owed by that party shall be construed as a lien on such property until paid.

3. The party of the second part or her successors has a perpetual license and easement on the property on the parties of the first part's property to go upon and use the same in a reasonable manner to maintain and service said well to the extent that is necessary to produce water as is presently provided to second party, which shall not exceed two gallons per minute. Second party agrees that is all she will be entitled to from this well at any time. In no event shall the second party be entitled to any more than is currently used and with existing water pressure. If the party of the second part or her successors need to go upon or use the party of the first part's property in order to keep the well system in a servicable manner for her reasonable usage she may do so. These respective license and easements are perpetual and are intended to follow the ownership of the real property, for the life of the well only.

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VOL 910 PAGE 49

4. At any time the parties may mutually abandon the joint usage of said well but such abandonment must be in written form and signed by the parties or their successors.

SIGNED this 14th day of June, 1990.

Maxine Stickney
Helen Peterson

STATE OF WASHINGTON)
COUNTY OF SKAGIT)

On this day personally appeared before me HELEN PETERSON, and MAXINE STICKNEY, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses the same as their free and voluntary act and deed, for the uses and puposes therein mentioned.

GIVEN my hand and official seal this 14th day of June, 1990.

John P. Puller
Notary Public in and for the State
of Washington, residing at Rockport.

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vol. 910 page 50