

After recording, return to:  
TERRANCE M. FROESE  
Attorney at Law  
P.O. Box 999  
Anacortes, WA 98221



199907260157

Kathy Hill, Skagit County Auditor  
7/26/1999 Page 1 of 8 4:02:37PM

DOMESTIC WELL AGREEMENT

LAND TITLE COMPANY OF SKAGIT COUNTY

m-12199

GRANTOR: CHARLES P. STAPP, JR. and MARY M. STAPP, also shown of record  
as MARY McADAMS STAPP, husband and wife.  
5062 Guemes Island Road  
Anacortes, WA 98221

GRANTEE: MARY AUGUSTA STAPP, a single woman.  
2849 Francis Road  
Mt. Vernon, WA 98273

DATE: July 26, 1999.

Tax Parcel No.'s: Lot 1 #P61723  
Lot 2 #P61718

Legals: Lot 1; Tract 17, Alverson's Camping Tracts First Addition", Skagit  
County, Washington  
Lot 2; Tract 12, "Platt of Alverson's Camping Tracts", Skagit County,  
Washington

RECITALS:

A. Grantor is the owner of certain real property, hereinafter referred to as the  
"grantor parcel" and more fully described as attached hereto as "Exhibit A" and  
incorporated herein by reference.

B. Grantee is the owner of certain real property, hereinafter referred to as the  
"grantee parcel" and more fully described as attached hereto as "Exhibit B" and  
incorporated herein by reference.

C. The parties desire to provide this easement for the use, repair, maintenance or replacement of a domestic well located on the grantor parcel, which easement is to supersede and replace all prior well easements between the properties.

D. Grantor is presently the primary user of the domestic well located on the grantor parcel and it is the intent of the parties that the costs associated with the well shall be shared as provided herein.

NOW, THEREFORE, it is hereby agreed as follows:

1. GRANT OF WATER RIGHT AND EASEMENT:

Grantor hereby grants and conveys to Grantee an undivided right to share the water from the above-recited well located on the grantor parcel, and further grants and declares an easement over and across the grantor parcel for the benefit of the grantee parcel for the purposes of access to such well and for maintaining, repairing and replacing a water line to such well.

2. SCOPE OF WATER RIGHT AND EASEMENT:

Except as hereinafter provided such water rights shall be for the purpose of providing water for domestic purposes only, and shall not be used for irrigation, and shall be limited to one single family dwelling located on the grantee parcel and one single family dwelling located on grantor parcel. Such water right and easement for water lines shall be appurtenant to and shall run with Lots 1 and 2 described above, and such easement and the obligations contained in this Agreement shall benefit and be binding upon the owners, their successors or assigns.

3. LOCATION OF WATER LINE EASEMENT:

As of the date of this agreement, a water line is in place running from the well site to Lot 2. The parties acknowledge the location of such line (see Exhibit "C" attached hereto and incorporated herein by reference), and that the easement for such water line, and access thereto for maintaining or repairing such line, shall be at its present location, PROVIDED, HOWEVER, that the owner of the grantor parcel may relocate such water lines and the corresponding easement, so long as such relocation does not impair or diminish the benefit to the owners/users of Lot 2.

4. SHARING OF COSTS:

The parties acknowledge continuous use of the well. The owners/users of Lots 1 and 2, agree to share equally the costs of the maintenance, repair or replacement of the domestic well and pump and to share equally the operational expenses of such well and pump. The owner of the grantee parcel shall be responsible for all expenses relating to the maintenance of the water pipeline running from the well to the grantee parcel, and the owner of the grantor parcel shall be responsible for all the expenses of maintaining and repairing the water pipeline running from the well to Lot 2.



5. NO WARRANTY OF WATER SUPPLY OR QUALITY:

It is expressly understood and agreed that Grantor does not warrant the availability of water from such well and shall not be responsible for any damages to the owners/user of the grantee parcel, relating to the insufficiency of water. It is further understood that Grantor does not warrant the quality of the well water and shall not be responsible for any damages arising out of use of the well.

6. EXTENSION OF WELL:

If the existing water supply shall at any time prove inadequate or insufficient, the owners/users of the grantee parcel and the grantor parcel shall extend or otherwise improve the existing well or drill a new well, whichever shall be expedient, and shall share the cost of such improvement, unless either owners give notice of termination as provided herein. An owner/user shall not be obligated for improvements or a new well after notice of termination has been given, but shall be responsible for sharing in repair and maintenance costs until the termination is effective or actual use has ceased, whichever is later.

7. TERMINATION OF AGREEMENT:

The owner of the grantee parcel or the grantor parcel may terminate this Agreement by releasing any and all rights to the well, pump and easement to such pump upon sixty (60) days written notice to the other owner. After such notice is effective, the remaining owner shall be entitled to exclusive use of such well and shall be solely responsible for the maintenance and repair of such well and pump.

8. LITIGATION EXPENSE:

In the event it is necessary to interpret or enforce any provisions of this Agreement, including enforcement of payments due for repair and maintenance, the prevailing party therein shall be entitled to a reasonable attorney's fee, and in any trial proceeding or appeal thereof, to be set up the court, in addition to costs and disbursements allowed by law.

9. NOTICE:

Any notice required to be given hereunder or any notice to be given by law shall be in writing and may be given by personal delivery or by certified mail, addressed to the parties at their addresses set forth above or such other address as they shall provide to the other party in writing, or to either of them in any other manner prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the third day, excluding Sundays, following the date of posting in the United States Mail, if such notice is given by mail.

10. LAW:

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under this agreement shall lie in Skagit County, Washington.



11. PARTIES AND SUCCESSORS:

This agreement shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

DATED: July 26, 1999 .

GRANTOR:

GRANTEE:

Charles P. Stapp  
CHARLES P. STAPP, JR.

Mary Augusta Stapp  
MARY AUGUSTA STAPP

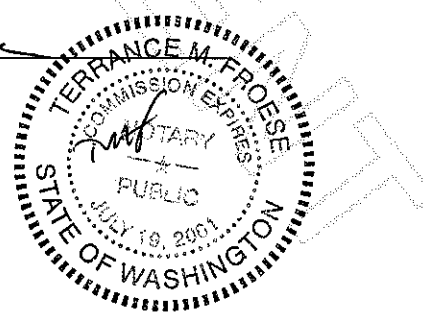
Mary M. Adams Stapp  
MARY M. STAPP,  
a/k/a MARY McADAMS STAPP

STATE OF WASHINGTON )  
 )ss  
County of Skagit )

On this day personally appeared before me CHARLES P. STAPP, JR., to me known to be the principal described in and who executed the foregoing instrument, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 26 day of July, 1999.

Terrance M. Froese  
Terrance M. Froese  
Notary Public in and for the State of  
Washington, residing at Anacortes.  
My Commission expires: 7-19-01



Domestic Well Agreement/Page 4



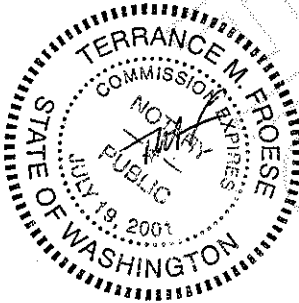
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Kathy Hill, Skagit County Auditor

STATE OF WASHINGTON )  
 )ss  
County of Skagit )

On this day personally appeared before me MARY M. STAPP, to me known to be the principal described in and who executed the foregoing instrument, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 26 day of July, 1999.



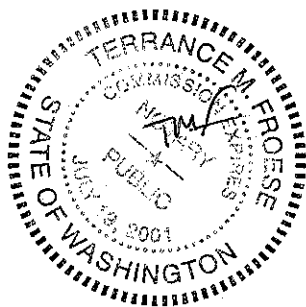
Terrance M. Froese

Terrance M. Froese  
Notary Public in and for the State of  
Washington, residing at Anacortes.  
My Commission expires:7-19-01

STATE OF WASHINGTON )  
 )ss  
County of Skagit )

On this day personally appeared before me MARY AUGUSTA STAPP, to me known to be the principal described in and who executed the foregoing instrument, and acknowledged to me that said principal signed and sealed the same as said principal's free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 26 day of July, 1999.



Terrance M. Froese

Terrance M. Froese  
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Exhibit A

"Tract 17 of "ALVERSON'S CAMPING TRACTS FIRST ADDITION", as the same is of record in the office of the Auditor of Skagit County, Washington, in Volume 4 of Plats, Page 40, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining."



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Exhibit B

"Tract 12, "PLAT OF ALVERSON'S CAMPING TRACTS", according to the recorded plat thereof in the office of the Auditor of Skagit County, Washington, in Volume 4 of Plats, page 28; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining."



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Exhibit C

Well and water pipeline, three feet (3') in width, the same being one and one-half feet (1 ½') on both sides of a center line described as follows:

"Commencing on the northeasterly line of Tract 17 of "ALVERSON'S CAMPING TRACTS FIRST ADDITION", as the same is of record in the office of the Auditor of Skagit County, Washington, in Volume 4 of Plats, page 40, at a point approximately 10 feet easterly of the northwesterly corner of said tract (the same being the south line of the County Road); thence southwesterly parallel to the northwesterly line of said tract approximately 30 feet to an existing drilled well, together with the right to withdraw water from said well for domestic and gardening purposes on Tract 12, "PLAT OF ALVERSON'S CAMPING TRACTS", according to the recorded plat thereof in the office of the Auditor of Skagit County, Washington, in Volume 4 of Plats, page 28."

