

When Recorded Return to:

~~Franz Fellner~~ *Mary H. McIntosh*
~~6129 Edens Road~~ *1020 S. Third*
~~Anacortes, WA 98221~~ *Mount Vernon WA 98213*



200309260209

Skagit County Auditor

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WELL AGREEMENT

THIS AGREEMENT is entered into by and between FRANZ K. FELLNER and SUSAN E. FELLNER.

WITNESSETH:

WHEREAS, the parties are in the process of dissolving their marriage; and

WHEREAS, SUSAN E. FELLNER is, or shall be, the owner of Lot 1 of Short CaRD No. PL 02-0275, located in Section 6, Township 35 North, Range 2 East, W.M., approved on October 2, 2002, and recorded under Auditor's File No. 200210020078 on October 2, 2002, records of Skagit County, Washington; and

WHEREAS, FRANZ K. FELLNER is, or shall be, the owner of Lots 2 and 3 of Short CaRD No. PL 02-0275, located in Section 6, Township 35 North, Range 2 East, W.M., approved on October 2, 2002, and recorded under Auditor's File No. 200210020078 on October 2, 2002, records of Skagit County, Washington; and

WHEREAS, under said recorded Short Plat there is delineated on its face a water line easement for the benefit of Lot 1; and

WHEREAS, the parties desire, between themselves and future owners of the respective properties, to clarify said easement and the rights of usage to said well and the cost of maintenance and/or operation; NOW, THEREFORE,

AGREEMENT

FOR AND IN CONSIDERATION recited herein and for other valuable consideration, it is hereby agreed as follows:

1. The terms and provisions of the recorded Short Plat under Snohomish County Auditor's File No. 200210020078 are hereby incorporated herein by reference.

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2. Lot 1 shall have the right to water from the existing drilled well contained on said Short Plat under Tag No. AEP368 for up to fifty percent (50%) of the allowable or usable water which may be pumped from said well on a daily basis. Lots 2 and 3 shall further have the right for up to fifty percent (50%) of the allowable or usable water which may be pumped from said well on a daily basis, until Lot 2 or Lot 3 is sold and/or a residence is placed upon either Lot 2 or Lot 3, at which time Lot 1 shall have 100% of water usage.

3. The cost of repair and/or maintenance related to the existing drilled well which includes, but may not be limited to, piping, casing, well head, motor, etc. shall be born one-half (1/2) by Lot 1 and one-half (1/2) by Lots 2 and 3, until Lot 2 or Lot 3 is sold and/or a residence is placed on Lot 2 or Lot 3, at which time Lot 1 shall pay all such costs.

4. The cost of maintaining, improving and/or repairing any and all water pipes, motors, etc. related to the well lines running from the well to either of the party's respective properties shall be paid entirely by the owner of the property being benefited by the well line and/or easement upon which the well line runs.

5. Upon the discovery of a problem related to the well only (not well lines being used for the benefit of either party's respective property), the other party shall be notified and either party may then present an estimate for the cost or repair within three (3) days of the problem being identified. The lowest estimate shall be accepted and may be paid by either party with reimbursement to the party who pays the same to be paid within five (5) days of being provided with a receipt for such payment and the repair and/or maintenance activity having been completed.

6. In the event of a dispute, venue and jurisdiction shall be in Skagit County, Washington, and the prevailing party shall be entitled to reasonable attorney fees and court costs.

7. This Agreement shall be of benefit and burden upon the respective properties identified herein, shall run with the land and shall be binding upon the parties' future owners, heirs, successors and/or assigns to the real property described above.

DATED the day and year indicated below.


FRANZ K. FELLNER

Date: 9.24.03


SUSAN E. FELLNER

Date: 9/17/03

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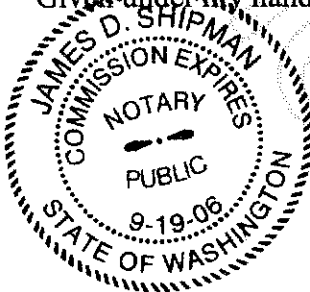
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STATE OF WASHINGTON)

COUNTY OF Snohomish) ss.

THIS IS TO CERTIFY that on this 24 day of September, 2003, personally appeared before me, a Notary Public, duly commissioned and sworn, came FRANZ K. FELLNER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24 day of September, 2003.



Signature of Notary Public

James Shipman

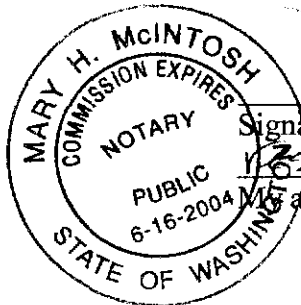
My appt. expires: 9-19-06

STATE OF WASHINGTON)

COUNTY OF SKagit) ss.

THIS IS TO CERTIFY that on this 17 day of September, 2003, personally appeared before me, a Notary Public, duly commissioned and sworn, came SUSAN E. FELLNER, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17 day of September, 2003.



Signature of Notary Public

Residing at Mt. Vernon

My appt. expires: 6-16-04

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Skagit County Auditor