

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Brent and Holly Peterson
11100 Irene Place
Mount Vernon, WA 98273

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 28 2016

Amount Paid \$
Skagit Co. Treasurer
By *WJW* Deputy



201610280125

Skagit County Auditor \$226.00
10/28/2016 Page 1 of 8 2:37PM

**SHARED WELL AGREEMENT AND EASEMENT
AND
RESTRICTED COVENANT FOR WATER SUPPLY**

GRANTORS: STANLEY E. SWANSON and KIM T. SWANSON,
husband and wife

GRANTEES: BRENT C. PETERSON and HOLLY A. PETERSON,
husband and wife

Legal Description:
Abbreviated Form: P49297: PTN OF NE ¼ AKA TRACT 2 S/P 25-89 AF
#8905240030
P49295: S 200 FEET N 800 FEET, PTN NE ¼ 17-36-4
EWM

Additional on: Exhibit "A"

Assessor's Tax Parcel No: 360417-1-001-0408 / P49297
360417-1-001-0200 / P49295

THIS SHARED WELL AGREEMENT, EASEMENT AND RESTRICTED COVENANT is entered into this 27th day of October, 2016, by Stanley E. Swanson and Kim T. Swanson, husband and wife, (hereinafter "Grantor"), and Brent C. Peterson and Holly A. Peterson, husband and wife, (hereinafter "Grantee") to formalize the terms and conditions of this agreement for the use of a shared well located on Grantor's property.

RECITALS

A. Grantor is the owner of the following described real property located in Skagit

County, Washington (hereinafter referred to as the "Grantor's Property"):

South 200 feet of the North 800 feet, as measured at right angles to the North line thereof, of that portion of the Northeast $\frac{1}{4}$ of Section 17, Township 36 North, Range 4 East W.M., lying Easterly of the C.C.C. Road, as said road existed on April 11, 1944.

SUBJECT TO and together with easements, reservations, restrictions, covenants, and other documents of record. All being situated in the county of Skagit, State of Washington.

B. Grantee is the owners of the following described property located in Skagit County, Washington (hereinafter referred to as the "Grantee's Property"):

Lot 2, Short Plat No. 25-89, approved May 22, 1989, recorded May 24, 1989, in Volume 8 of Short Plats, page 128, under Auditor's File No. 8905240030, records of Skagit County Washington; being a portion of the Northwest $\frac{1}{4}$ of Section 17, Township 36 North, Range 4 East, W.M.

Together with those certain 20 foot access and utilities easement over Lot 1 of said short plat.

Situated in the County of Skagit, State of Washington.

C. A well installed by Grantee will be located upon the Grantor's Property that will be used to provide a water supply to both the Grantor's Property and the Grantee's Property. The location of the well is depicted for illustrative purposes on the attached sketch map which is incorporated herein by this reference as Exhibit A.

D. For and in consideration of formalizing their agreement the parties hereto hereby agree as follows:

AGREEMENT

1. The well located on the Grantor's Property, the location of which is depicted on Exhibit A, shall provide the private water supply for the Grantor's Property and for the Grantee's Property.

2. The Grantee, at Grantee's sole cost and expense, shall cause the well to be installed, and will install the pipe and all necessary appurtenances, including provision of electrical service from Grantee's Property to the well. The Grantee will provide "as built" drawings depicting the location of the pipe and electrical wire once complete. The Grantee, at Grantee's sole cost and expense, shall also cause to be installed the piping necessary to provide water from the well and water system to an exterior point of Grantor's residence located on Grantor's Property.

3. The electrical service installed on Grantor's Property originating from Grantee's Property and running to the well shall be for the sole purpose of powering the pump installed by Grantee in the well, and shall not be used by any party for any other purpose. The parties agree that the power usage shall be monitored by a sub-meter to measure the consumption of electricity by the pump. Once individually measured, the parties agree to equally split the cost of electricity used by the well pump.

4. The ownership of the shared well, together with all necessary appurtenances that are jointly used as part of the shared well, shall be shared equally by the Grantor and the Grantee.

5. The Grantor, at Grantor's sole cost and expense, shall have the option at any time, to build Grantor's own pump house with pressure tank, controls and electrical service, so as to provide Grantor's Property with its own water system, in which case the well, pump and any other shared appurtenances which continue to serve both Grantor's Property and Grantee's Property shall continue to be jointly owned and jointly maintained by the parties.

6. Grantee provides a license to Grantor to access the existing garage on Grantee's Property where the electrical power for the well pump will originate, and where the existing pressure tank and storage tank is located that will be used as part of the water system. Grantor's access to such facilities shall be made upon twenty-four (24) hours advance notice to Grantee, unless during an emergency, and shall be limited to the sole purpose of performing maintenance or repairs on the water system.

7. All costs associated with maintaining, repairing, improving or otherwise connected with the shared well and any shared appurtenances used as part of the shared well shall be borne equally by the Grantor's Property and the Grantee's Property. However, in the event that only one such Property is utilizing the shared well, the costs associated with maintaining and repairing the shared well during the period of their sole use shall be borne by the Property utilizing the well. In the event that a property has more than one dwelling unit located on the property receiving water from the well, then any costs apportioned between the properties by this Agreement shall be apportioned in the same ratio as the number of dwelling units on both properties which receive water from the well. All costs associated with maintaining, repairing, improving or other such matters connected with the shared well shall be mutually agreed upon by the parties. However, in the event that emergency maintenance or repairs are required and mutual consent can be not obtained, then said mutual consent shall be waived. Any costs incurred under this section shall be paid by the parties responsible within fifteen (15) days of receipt of written notice.

8. Grantor hereby grants to Grantee a perpetual, non-exclusive easement over, under and across the Grantor's property for inspections, improvements, repairs and maintenance of the shared well, the water line, power supply and necessary

appurtenances. The easement area shall be established as that area within a one hundred (100) foot radius from the center point of the well and a twenty (20) foot strip, the centerline of which is the location of the Grantee's water line from where it exits the well area to the point that the waterline meets the Grantee's property line. The approximate location of said easement is depicted on the attached Exhibit "A" which is incorporated herein by this reference. The Grantee shall notify the Grantor prior to inspection, repair or maintaining the water line or electrical line within the easement area unless said repair is an emergency in nature. The Grantee shall promptly restore the Grantor's Property to its previously existing state following any disturbance.

9. Grantor hereby also grants to Grantee a perpetual, non-exclusive easement over, under and across the Grantor's property for installation of a replacement well at the reserve well location as is depicted for illustrative purposes on the attached Exhibit "A" in the event that the reserve well is needed because the primary well has ceased to adequately function, in which case all the benefits and burdens contained in this Agreement, and which are granted and agreed to hereunder, shall shift to cover said reserve well instead of the primary well.

10. A restrictive covenant shall hereby be established for that area within one hundred (100) feet of the shared well. Said area shall hereinafter be referred to as the "well protection zone". The parties hereby agree that they shall not construct, maintain or suffer to be constructed or maintained within the well protection zone, during the time the shared well is utilized for public consumption, potential sources of contamination, such as septic tanks and drainfields, underground storage tanks, railroad tracks, feed stations, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, application of herbicides or insecticides, hazardous waste, or ponds or lakes.

11. This Shared Well Agreement, Easement and Restrictive Covenant shall be perpetual in existence and shall be considered and construed as a covenant running with the land benefiting and burdening the Property described herein and shall be binding upon and inure to the benefit of the heirs, executors, administrator, successors and assigns of the parties hereto.

12. This Agreement does not guarantee or provide a warranty for the adequacy or fitness for a particular purpose of the water supply.

13. If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

14. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

15. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.

16. The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.


17. This Agreement has been prepared by attorney John T. Burke of Skagit Law Group, PLLC, who is representing Grantee. Grantor and Grantee have independently negotiated the terms of this Agreement and each party has been given the recommendation and opportunity to secure legal counsel in the review and finalization of this Agreement. The parties agree that nothing shall be construed against the party drafting this Agreement.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.


BRENT C. PETERSON


HOLLY A. PETERSON

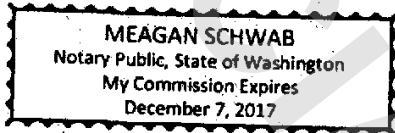

STANLEY E. SWANSON


KIM T. SWANSON

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **STANLEY E. SWANSON** is the person 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 the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27 day of October, 2016.

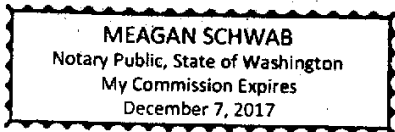


Meagan Schwab
Printed Name Meagan Schwab
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 12/7/17

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **KIM T. SWANSON** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27 day of October, 2016.

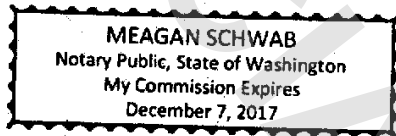


Meagan Schwab
Printed Name Meagan Schwab
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 12/7/17

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **BRENT C. PETERSON** is the person 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 the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27 day of October, 2016.

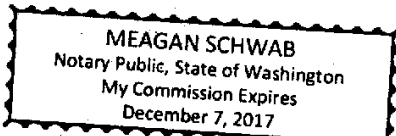


Meagan Schwab
Printed Name Meagan Schwab
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 12/7/17

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that **HOLLY A. PETERSON** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27 day of October, 2016.



Meagan Schwab
Printed Name Meagan Schwab
NOTARY PUBLIC in and for the State of Washington
My Commission Expires 12/7/17