

Name &amp; Return Address:

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**Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.

<b>Document Title(s)</b> Shared Well Agreement	GNW 20-7683
<b>Grantor(s)</b> Steve Hinton , Greybear LLC  ____ Additional Names on Page ____ of Document	
<b>Grantee(s)</b> Danno White and Rebecca White  ____ Additional Names on Page ____ of Document	
<b>Legal Description</b> (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) Section 17, Township 35 North, Range 5 East - NE SE  Complete Legal Description on Page ____ of Document	
<b>Auditor's Reference Number(s)</b>	
<b>Assessor's Property Tax Parcel/Account Number(s)</b> P39270 P39271	
<b>Non Standard Fee \$50.00</b> By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.  _____ <b>Signature of Party Requesting Non Standard Recording</b> NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.  The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

**Title: SHARED WELL WATER USERS AGREEMENT**

**Well ID Number: BJG 053**

**Serves Parcel Number: P39270, 350517-4-001-0006**

**Physical Address: 8755 Peavey Rd. Sedro Woolley, WA 98284**

**Short Legal: Portion of NE ¼ SE 1/4 , Section 17, T.35 North, R.5 East, W.M. Less E1/2**

**AND**

**Serves Parcel Number: P39271, 350517-4-002-0005**

**Physical Address: 25995 Minkler RD. Sedro Woolley, WA 98284**

**Ownership of the Water and Water Works**

**It is agreed by the parties that each of the said parties shall be hereby granted an undivided one-half interest in and to the use of the existing well and water system. Each party shall be entitled to receive a supply of water for agricultural and domestic use.**

**Cost of Maintenance of Water System**

**Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described.**

**Water Line Easement**

**Greybear LLC hereafter called the GRANTOR, acknowledges and grants as a condition of purchasing P39270 with physical address 8755 Peavey Rd, Sedro Woolley, WA 98284 unto Danno & Rebecca White, hereafter called the GRANTEE, their successors in interest and assigns, a permanent easement and right-of-way for the use and purpose of conveying water from the existing well and water system to the parcel owned by the Grantee located at 25995 Minkler RD. Sedro Woolley, WA 98284 and known otherwise as parcel #P39271.**

**Said easement shall be ten (10) feet in width and shall extend on, over, across and underneath said strip of land from designated well site to shared property line. No new permanent type of building shall be allowed to be constructed upon the water line easement except as needed for the operation of the well and water system.**

**Maintenance and Repair of Pipelines**

**All pipelines in the water system shall be maintained so that there will be no leakage of seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution lines shall be born equally by both parties. Each Party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular property.**

#### Prohibited Practices

The parties herein, their heirs, successors and/or assigns, will not construct and potential source of contamination, maintain, or suffer to be constructed or maintained upon the said land and within 50 feet of the well herein described, so long as the same is operated to furnish water for two party domestic use. Any potential source of contamination may include but is not limited to underground storage tanks, feed stations and or grazing animal pens where manure can accumulate, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. New Structures and/or barns shall meet required setbacks and not harbor any potential source of contamination.

#### Provisions for Continuation of Water Service

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with water supply requirements of the State of Washington and Skagit County. In the event that the quality and quantity of water from the well becomes unsatisfactory the parties shall develop a new source of water. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

#### Restriction on Furnishing Water to Additional Parties

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties, or dwelling without prior consent of both property owners and written approval from Skagit County Public Health Department.

#### Restriction on Water Use

State water right laws prohibit this system from using more than 5000 gallons of water for indoor domestic use on any given day without first obtaining a permit from the Washington State Department of Ecology. Each parcel may irrigate no more than  $\frac{1}{2}$  acre of noncommercial lawn or garden. In order to remain in compliance, each parcel is prohibited from using more than 2500 gallons water at any given day and each parcel shall not exceed  $\frac{1}{2}$  acre of noncommercial irrigation.

#### Termination of this Agreement

Should, for any reason, the purchase of Parcel #P39270 by Greybear LLC fail to close, or should Greybear LLC default on the contract for deed associated with the Purchase and Sale Agreement between Danno & Rebecca White & Greybear LLC signed on Sept 21<sup>st</sup>, 2020, then this agreement shall become null and void.

Once title has been transferred this agreement may be also revoked at any time; however, it may not be revoked without each party obtaining a sufficient acceptable potable water source and prior consent of both property owners. Termination of this Agreement shall require the property owners to provide: 1) proof of a notarized revocation of this agreement and 2) proof of the potable water source for each property to the Skagit County Health Department for review and approval.

#### Heirs, Successors, and Assigns

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof and it shall pass to and be for the benefit of each owner thereof.

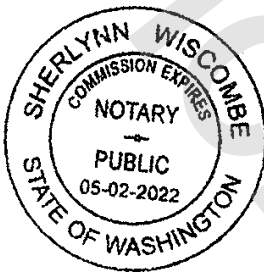
Signed *Steve R. Hinton*Printed Name Steve R. Hinton

State of Washington )

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County of Skagit )

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 5<sup>th</sup> day of October, 2020, personally appeared before me Steve R. Hinton to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as free and voluntary act and deed, for uses and purposes therein mentioned. GIVEN under my hand and official seal the day and year last above written.

Sherlynn Wiscombe

Notary Public in and for the State of Washington

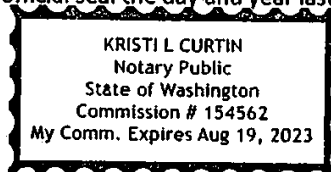
Residing In: Sedro Woolley WAMy Commission Expires: 05-02-2022Signed *Danno White* *Rebecca White*Printed Name DANNO WHITE, Rebecca White

State of Washington )

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County of Skagit )

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 5 day of October, 2020, personally appeared before me Danno White + Rebecca White to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as free and voluntary act and deed, for uses and purposes therein mentioned. GIVEN under my hand and official seal the day and year last above written.

*Kristi L. Curtin*

Notary Public in and for the State of Washington

Residing In: Sedro WoolleyMy Commission Expires: 08/19/2023

