

Tami Moran
19961 Parson Creek Rd
Sedro Woolley, WA 98294

SHARED WELL WATER AGREEMENT**201315-LT**

This Agreement, made and entered into this 19th day of August 2021 by and between
Tami Moran, Bryane Moran, who resides at 19961 Parson Creek Rd
Sedro Woolley, WA 98284 hereafter referred to as the "supplying party," and Dien
Pham, who resides at
7732 Lehigh Place, Westminster, CA 92683, hereafter
referred to as the "supplied party:"

WHEREAS, the supplying party is the owner of property located at
19961 Parson Creek Rd, Sedro Woolley WA 98284, which property is
hereafter referred to as "Parcel 1" and is more fully described as follows:
LOT 2 OF SKAGIT COUNTY SHORT PLAT NUMBER 46-73 BEING A PORTION OF THE SOUTHEAST QUARTER,
SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.

TAX ACCOUNT NUMBER: 360420-0-010-0107/P49519

WHEREAS, the supplied party is the owner of property located at
19969 Parson Creek Rd, Sedro Woolley WA 98284, which property is
hereafter referred to as "Parcel 2" and is more fully described as follows:
LOT 1 SKAGIT COUNTY SHORT PLAT NUMBER 46-73 BEING A PORTION OF THE SOUTHEAST QUARTER,
SECTION 20, TOWNSHIP 36 NORTH RANGE 4 EAST, W.M.

TAX ACCOUNT NUMBER: 360420-0-010-0305/P49521

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and sharing the cost of supplying said water; and

WHEREAS, there is located a well upon the above described property of supplying party; together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the water from the well has undergone a water quality analysis from the State of Washington health authority and has been determined by the authority to supply safe for human consumption; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 1 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Parcels 1 and 2, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the households residing thereon), are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Parcel 1 for domestic use *excluding* the right to draw water to fill swimming pools of any type.

2. That the owners or residents of the dwellings located on Parcels 2, as of the date of this Agreement shall:

a. Pay or cause to be paid to the supplying party, an annual fee for this use of the well and water distribution system in the amount of \$ NA on or before the 15th of January each year, with the exception of this year whereby the amount shall be \$ NA and paid on the execution of this Agreement.

b. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.

3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.

5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations.

6. That the supplied party shall pay to the supplying party his proportionate share for the cost of the energy for the operation of the pumping equipment. This cost shall be determined by a separate meter upon each dwelling and for each parcel.

7. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 5TH day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 90 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.

8. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit:

LOTS 1 AND 2 HEREBY GRANT TO THEIR HEIR SUCCESSORS OR ASSIGNED AN EASEMENT OVER AND
ACROSS SAID PROPERTIES FROM SAID WELL TO LOTS 1 AND 2 FOR THE PURPOSE OF MAINTAINING,
REPAIRING AND REPLACING SAID WELL WATER LINES AND/OR EQUIPMENT TO BOTH RESIDENCES

(Describe easements, if any)

10. That no party may install landscaping or improvements that will impair the use of said easements.

11. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

12. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

13. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

14. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

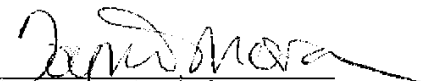

15. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the SKAGIT COUNTY ASSESOR (office where deeds in your state are recorded) of the County of SKAGIT and the state of WASHINGTON. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

19. That the term of this Agreement shall be perpetual, except as herein limited.


20. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and the assigns of the parties hereto.

21. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Witness our signatures this the 19 day of AUGUST, 20 21.


Tami Moran

Bryan S. MORAN

(Acknowledgment before a notary public, the form of which will vary by state)


DIEN H. PHAM

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On **08/19/2021** before me, _____ Alvin B. Phan, Notary Public _____

personally appeared **DIEN HOANG PHAM**,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

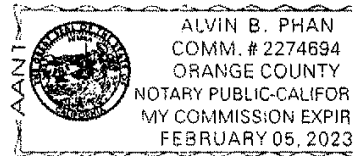
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)



Acknowledgment of Individual

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this day personally appeared before me TAMI MORAN & BRYAN MORAN to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 23 day of August, 2021.

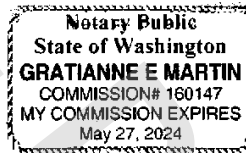
Gratianna E. Martin

Notary Public residing at Skagit, WA

Printed Name: Gratianna E. Martin

My Commission Expires:

May 27th 2024



AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated this 19th day of August, 2021

BETWEEN:

Mr. & Mrs. Tami and Bryane Moran (P49519)

OF "THE FIRST PARTY"

- AND -

Mr. Dien Pham (P49521)

OF "THE SECOND PARTY"

Background

- A. The First Party and The Second Party (the "Parties") entered into the contract (the "Contract") dated 16 August 2021, for the purpose of the "Shared Well Water Contract".
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement").
- C. This Agreement is the first amendment to the Contract. May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.
- D. References in this Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfil the promises, conditions and agreements below:

Amendments

The Contract is amended as follows:

- a. Page 1, the first paragraph of the "Revised Contract," the term "Supplying Party" has no implication that The First Party is the owner or that the well water is in the possession of The First Party. The term "Supplied Party" refers to the Parties.
- b. Page 3, the fourth paragraph, item 2b., "Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the First Party and the Second Party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system."
- c. Page 4, the fourth paragraph, item 6, The Second Party shall pay to The First Party its proportionate share for the cost of the energy for the operation of the pumping equipment. This cost shall be determined by a separate meter upon each dwelling and for each parcel.
- d. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 5TH day of each succeeding month during the term of this Agreement. If any such payment remains unpaid for a period of 90 days, the Second Party may terminate the supply of water to The First Party until all arrearages in payment are received by the Second Party.
- e. That upon the availability of such other source of water, it is contemplated that a reasonable time to be determined by the Parties, and mutually agreed to, shall be allowed to effectuate the necessary connections to the new source.

No Other Change

1. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

2. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

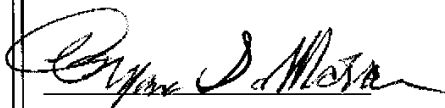
3. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Washington, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Signatures section

TAMI MORAN

(The First Party) on 8/23/2021

DIEN H. PHAM

(The Second Party) on 8/19/2021

BRYANE MORAN

(The First Party) on 8-23-2021

1 **Notary section**

2
3 **IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this

4 _____ day of _____,

5
6
7 **WITNESS:** _____

8 **Address:** _____

9 **Occupation:** _____

(Party)

10
11
12 **WITNESS:** _____

13 **Address:** _____

14 **Occupation:** _____

(Party)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

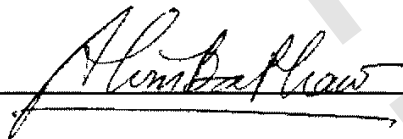
On **08/19/2021** before me, _____ Alvin B. Phan, Notary Public _____

personally appeared **DIEN HOANG PHAM**
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

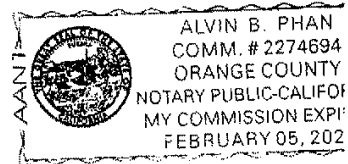
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Acknowledgment of Individual

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this day personally appeared before me TAMI MORAN & BRYAN MORAN to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 23 day of August, 2021.

Gratianna E Martin

Notary Public residing at Skagit, WA

Printed Name: Gratianna E Martin

My Commission Expires:

May 27th 2024



SECOND AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated this 15th day of September, 2021

BETWEEN:

Mr. & Mrs. Tami and Bryane Moran (P49519)

OF "THE FIRST PARTY"

- AND -

Mr. Dien Pham (P49521)

OF "THE SECOND PARTY"**Background**

- A. The First Party and The Second Party (the "Parties") entered into the contract (the "Contract") dated 16 August 2021, for the purpose of the "Shared Well Water Contract".
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Amending Agreement (the "Agreement").
- C. This Agreement is the second amendment to the Contract. May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.
- D. References in this Second Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfil the promises, conditions and agreements below:

Amendments

The Contract is amended as follows:

- a. That it is the agreement of the parties hereto to agree to equal sharing of costs for abandoning all or part of the shared system to ensure that contamination of ground water or other hazards will be avoided.
- b. That it is the agreement of the parties hereto to agree that the recorded agreement may not be amended during the term of a federally-insured or a federally-insured-guaranteed Mortgage on any Property served, except as to take the following actions:
 - i. Prohibit well water usage by any party for other than bona fide domestic purposes.
 - ii. Establish the right of any party to act to correct an emergency in the absence of the other parties on site. An emergency must be defined as failure of any shared portion of the system to deliver the water upon demand.
- c. That it is the agreement of the parties hereto that corrective measures be implemented if testing reveals significant water quality deficiency with consent of majority of parties.
- d. That it is the agreement of the parties hereto to prohibit any party from location or relocating any element of individual sewage disposal system within 75 feet of shared well.
- e. That it is the agreement of the parties hereto to require that any necessary replacement or improvement of system element will at least restore original system performance.

No Other Change

1. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

2. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

3. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Washington, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this

15th day of September, 2021.

WITNESS:

Address: 7732 Lehigh Pl.

Occupation: Court Interpreter The Second (Party)

DIEN PITAM, GLENN

WITNESS:

Address: 19901 Quoniam Creek Rd

Occupation: Teacher
- Disabled

Tami Moran Jan Moran

Brynn S. Moran (Party)

Brynn S. Moran

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

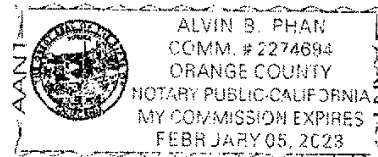
On 09/15/2021 before me, Alvin B. Phan, Notary Public

personally appeared **DIEN HOANG PHAM**,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Alvin B. Phan* (Seal)



Marilyn Coan Tompkins
09/17/2021

