

Return Address:  
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P.O. Box 19  
Wenatchee, WA 98807-0019

## WELL USE AND MAINTENANCE AGREEMENT

Reference numbers of related documents:

Grantors:

1. Joshua J. Corning
2. Shypoke, LLC
3. The John's Retirement Trust
4. Bald Eagle Three, LLC

Grantees:

1. Joshua J. Corning
2. Shypoke, LLC
3. The John's Retirement Trust
4. Bald Eagle Three, LLC

Legal Description:

1. Pt. Sec. 16 and 21 T26N, R21 EWM
2. Additional legal description is on page 1 of document

Assessor's Property Tax Parcel Account Number(s): 262116340150; 262121210050;  
262121220100; 262121220150

This WELL USE AND MAINTENANCE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between Joshua Corning, a single man ("Corning"); Shypoke, LLC, a Washington limited liability company, ("Shypoke"); The John's Retirement Trust, a retirement trust ("John's"); and Bald Eagle Three, LLC, a Washington limited liability company ("Bald Eagle").

Corning is the owner of real property located in Chelan County, Washington known as Lots 1 through 4 of Osprey Short Plat recorded under Chelan County Auditor's No. \_\_\_\_\_. It is also legally described as:

That portion of Sections 16 and 21, T. 26 N., R. 21 E., W.M. described as Parcel "A" on that certain boundary line adjustment prepared by Erlandsen and Associates as recorded in A.F.N. 2191328, records of Chelan County, WA;

Together with a portion of said Cascade and Columbia River Railroad as recorded under Chelan County Auditor's No. 2289455.

Shypoke is the owner of real property located in Chelan County, Washington known as Lots 1 through 4 of Shypoke Short Plat recorded under Chelan County Auditor's No. \_\_\_\_\_. It is also legally described as:

That portion of Sections 16 and 21, T. 26 N., R. 21 E., W.M. described as Parcel "B" on that certain boundary line adjustment prepared by Erlandsen and Associates as recorded in A.F.N. 2191328, records of Chelan County, WA;

Together with a portion of said Cascade and Columbia River Railroad as recorded under Chelan County Auditor's No. 2289455.

John's is the owner of real property located in Chelan County, Washington known as Lots 1 through 4 of Blue Heron Short Plat recorded under Chelan County Auditor's No. \_\_\_\_\_. It is also legally described as:

That portion of Sections 16 and 21, T. 26 N., R. 21 E., W.M. described as Parcel "C" on that certain boundary line adjustment prepared by Erlandsen and Associates as recorded in A.F.N. 2191328, records of Chelan County, WA;

Together with a portion of said Cascade and Columbia River Railroad as recorded under Chelan County Auditor's No. 2289455.

Bald Eagle is the owner of real property located in Chelan County, Washington known as Lots 1 through 4 of Bald Eagle Short Plat recorded under Chelan County Auditor's No. \_\_\_\_\_. It is also legally described as:

That portion of Sections 16 and 21, T. 26 N., R. 21 E., W.M. described as Parcel "D" on that certain boundary line adjustment prepared by Erlandsen and Associates as recorded in A.F.N. 2191328, records of Chelan County, WA;

Together with a portion of said Cascade and Columbia River Railroad as recorded under Chelan County Auditor's No. 2289455.

There is located on each of the above identified short plats two wells. The location of said wells are located as depicted in Exhibits A-1 through A-4 attached hereto and by reference incorporated herein. The parties hereto desire to enter into an agreement to run with the land to provide for the maintenance and use of the wells.

#### **OWNERSHIP OF THE WELL AND WATERWORKS**

It is agreed by the parties that the owners of each Lot 1 and Lot 2 of each short plat shall be and are hereby granted an undivided one-half interest in and to the use of the well and water system located on either Lot 1 or Lot 2 of each said short plat and that

the owners of each Lot 3 and Lot 4 of each short plat shall be and are hereby granted an undivided one-half interest in and to the use of the well and water system located on either Lot 3 or Lot 4 of each said short plat. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

#### COST OF MAINTENANCE OF WATER SYSTEM

Each lot owner shall pay for and be responsible for the installation of a pump, electrical wiring and pipeline to a 2 ½ gallon pressure tank to serve said lot and shall be responsible for and pay the electrical costs associated with said pump. Each owner covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system serving said owner except as set forth above. The expense of water quality sampling as required by the State of Washington and Chelan County shall be shared equally by both owners sharing a well.

#### EASEMENT OF WELL SITE AND PUMP HOUSE

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 feet of each well site in any direction. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

#### WATER LINE EASEMENTS

There is hereby granted an easement for the use and purpose of conveying water from each well to each property to be served by said well. Said easement shall be five (5) feet in width and shall extend in a straight line on, over, across, and underneath the strip of land from designated well site serving each lot to the residence to be served by said well. No permanent type of building shall 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 or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs shall meet approval of the Health Officer. Cost of repairing or maintaining common distribution pipelines 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 dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or within 10 feet of sewage disposal drainfield lines.

### **PROHIBITED PRACTICES**

The owners of the lots, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of any well herein described in Exhibits A-1 through A-4, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drainfields, sewerlines, underground storage tanks, county or state roads, railroad tracks, vehicles, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The owners will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Health and/or other appropriate governmental agency.

### **PROVISIONS FOR CONTINUATION OF WATER SERVICE**

The owners agree to maintain a continuous flow of water from the well and water system, herein described in accordance with public water supply requirements of the State of Washington and Chelan County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, the owners served by the well determined to be unsatisfactory shall develop a new source of water. Prior to development of, or connection to a new water source, the owners shall obtain written approval from the Health Officer. The owners of the new source 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 owners 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 properties and written approval from the Health Department having jurisdiction.

### **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.

### **ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES**

Any owner affected by the failure to observe the terms and conditions set forth herein may seek enforcement of the same. The prevailing party to any such enforcement efforts shall be entitled to reasonable attorney's fees and costs as against the non-prevailing party.

SHYPOKE, LLC

By \_\_\_\_\_  
Joshua J. Corning

By \_\_\_\_\_

THE JOHN'S RETIREMENT PLAN

BALD EAGLE THREE, LLC

By: \_\_\_\_\_

By \_\_\_\_\_











# Tumwater Drilling & Pump, Inc.

mailing address: P.O. Box 777, Leavenworth, WA 98826

location: 9290 Hwy 2, Dryden, WA 98821

phone: (509) 548-5361

fax: (509) 548-1100

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## RE: SHARED WELL PUMP INFORMATION FOR POTENTIAL BUYER

Tumwater Drilling & Pump Inc. has made sharing a well a very easy and stress free. Each lot owner can have their own individual pump in a shared well. This keeps the pumps and power connections separate. The pumps that we use are unique in that they are smaller in diameter than a conventional well pump. This allows us to place two pumps in tandem in a 6" well.

This pump has many great features, such as soft start and soft stop technology; this eliminates torque down the well and eliminates noise in the house. Variable speed / frequency drive, which keeps the water pressure within 2psi of your desired pressure giving you "City like pressure". Compact pressure tank of only 2.1 gallons eliminates the need for a much larger and bulky conventional 85 gallon pressure tank. This allows us to keep the equipment much more compact.

Tumwater Drilling & Pump inc. is also a full service provider for all major brands of domestic pumps, irrigation pumps and water treatment systems.

We would be happy to discuss any questions you may have and encourage you to contact us. Our office is located at 9290 Hwy 2, near Dryden, WA. Office hours are M-F 7am-4pm. Or you can contact us by phone or E-mail at 509-548-5361 & [h2o@tumwaterdrilling.com](mailto:h2o@tumwaterdrilling.com).