

DOMESTIC WATER AGREEMENT FOR WELL

WHEREAS, KAMIAKIN WATER ASSOCIATION, hereinafter referred to as party of the first part, has developed a well and spring site upon the following described property, to-wit:

E
That portion of said East Half of the Southeast Quarter of Section 14, Township 17 North, Range 16 East, W.M. Kittitas County, Washington which is bounded by a line described as follows:
Beginning at the Southeast corner of said East Half of the Southeast Quarter, thence South 89° 23'40" W, 198.00 feet; thence Due North and parallel with the East Boundary of said East Half of the Southeast Quarter, 995.78 feet; thence West 227.00 feet; thence North, 178.63 feet; thence South 72°40'00" West 227.39 feet; to the true point of beginning; thence South, 234.19 feet; thence West 128.45 feet; thence N 14°35'18" E, 212.81 feet; thence N 69°19'40" E, 80.00 feet to the true point of beginning.

and,

WHEREAS, KAMIAKIN CORPORATION, a corporation; KENNETH E. WILSON, a single man; ANTHONY W. MYNAR, JR., a single man, and DAVID E. HOLMQUIST, a single man; EWART E. FARMER and MARION E. FARMER, husband and wife; JAMES E. DUNN and BLANCHE A. DUNN, husband and wife; and BOYD Y. COX and MARJORIE J. COX, husband and wife, hereinafter referred to as parties of the second part, are the owners of the following described respective tracts of real property, to-wit:

KAMIAKIN CORPORATION

P
That portion of the W 1/2 E 1/2 SE 1/4 of Section 14, Township 17 North, Range 16 East, W.M., Kittitas County, Washington, which is described as follows:
Beginning at the Southeast corner of said Section 14; thence North, 1183.38 feet along the east line of said section; thence N 61°01'00" W, 247.99 feet; thence N 70°15'00" W, 137.01 feet; thence N 59°41'00" W, 310.64 feet; thence S 89°19'40" W, 262.43 feet; thence N 79°42'50" W, 130.58 feet; thence N 32°53'50" W, 83.65 feet; thence N 2°17'40" E, 139.83 feet; thence N 30°27'20" W, 209.79 feet to the true point of beginning; thence N 58°03'10" W, 130 feet more or less to the west boundary of said W 1/2 E 1/2 SE 1/4; thence northerly along said boundary, 368 feet more or less; thence S 29°51'20" E, 319 feet more or less; thence S 51°31'20" E, 55.00 feet; thence S 35°47'26" W, 162.41 feet to the true point of beginning.

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KENNETH E. WILSON, a single man

That portion of the W 1/2 E 1/2 SE 1/4 of Section 14, Township 17 North, Range 16 East, W.M., Kittitas County, Washington, which is described as follows:

Beginning at the southeast corner of said Section 14; thence North, 1183.38 feet along the east line of said section; thence N 61°01'00" W, 247.99 feet; thence N 70°15'00" W, 137.01 feet; thence N 59°41'00" W, 310.64 feet; thence S 89°19'40" W, 262.43 feet; thence N 79°42'50" W, 130.58 feet; thence N 32°53'50" W, 83.65 feet; thence N 2°17'40" E, 89.10 feet to the true point of beginning; thence N 2°17'40" E, 50.73 feet; thence N 30°27'20" W, 209.79 feet; thence N 35°47'26" E, 162.41 feet; thence S 51°31'20" E, 263.79 feet; thence S 80°44'04" W, 32.54 feet; thence S 18°40'50" E, 205.00 feet; thence West, 230.33 feet to the true point of beginning.

single man

ANTHONY W. MYNAR, JR., and DAVID E. HOLMQUIST
both single men

That portion of the E 1/2 SE 1/4 of Section 14, Township 17 North, Range 16 East, W.M. Kittitas County, Washington, which is bounded by a line which is described as follows:

Beginning at the southeast corner of said Section 14, thence North along the east line of said Section 14, 1183.38 feet; thence N 61°01'00" W, 247.99 feet; thence N 70°15'00" W, 137.01 feet; thence N 59°41'00" W, 106.71 feet to the true point of beginning; thence N 59°41'00" W, 263.93 feet; thence S 89°19'40" W, 141.18 feet; thence N 18°40'50" W, 151.40 feet; thence S 88°35'30" E, 365.81 feet; thence South 235.71 feet to the true point of beginning.

21.50

43910 11

EWART E. FARMER and MARION E. FARMER, husband and wife

That portion of the E 1/2 SE 1/4 of Section 14, Township 17 North, Range 16 East, W.M., Kittitas County, Washington all of which is bounded by a line which is described as follows:

Beginning at the southeast corner of said Section 14, thence North along the East line of said Section 14, 1183.38 feet; thence N 61°01' W, 226.35 feet to the true point of beginning; thence N 61°01'00" W, 21.64 feet; thence N 70°15' W, 137.01 feet; thence N 59°41'00" W, 106.71 feet; thence North 235.71 feet; thence N 52°09'28" 135.91 feet; thence S 55°30'20" E, 160.97 feet; thence South, 338.59 feet to the true point of beginning.

43912

JAMES E. DUNN and BLANCHE A. DUNN, husband and wife

A portion of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 17 North, Range 16 East, W.M., in the County of Kittitas, State of Washington, described as follows:

Beginning at the southeast corner of said Section 14, thence North along the East Section line of said Section 14, 1259.6 feet; thence 198.0 feet, west to the true point of beginning; thence south, 200.2 feet; thence west, 227.0 feet; thence north, 142.4 feet; thence N 72°45' E, 49.3 feet; thence N 45°47' E, 124.1 feet; thence S 64°35' E, 100.8 feet to the true point of beginning.

BOYD Y. COX and MARJORIE J. COX, husband and wife
LEE ENGLISH and MARILYN ENGLISH, husband and wife

That portion of the East 1/2 of the Southeast 1/4 of Section 14, Township 17 North, Range 16 East, W.M., which is bounded by a line described as follows: Beginning at the southeast corner of said Section 14, thence North 0°00'00" east along the east line of said section 14, 1160.52 feet; thence North 61°01' West, 257.47 feet; thence North 70°15' West 64.45 feet; thence South 43°55'40" West, 21.92 feet; thence North 70°15' West 21.92 feet to the true point of beginning; thence South 43°55'40" West, 101.58 feet; thence South 72°40' West, 120.00 feet; thence North 69°30' West, 284.24 feet; thence North 0°00'00" East, 173.84 feet; thence North 89°19'40" East, 153.00 feet; thence South 59°41' East, 303.25 feet; thence South 70°15' East 38.75 feet to the true point of beginning.

and,

WHEREAS, the party of the first part is desirous of furnishing domestic water to the parties of the second part and other parties, and parties of the second part are desirous of securing said supply of domestic water;

NOW, THEREFORE, in consideration of the covenants herein contained, it is hereby agreed as follows, to-wit:

1. That parties of the second part, by execution of this agreement, become members of Kamiakin Water Association and shall be entitled to the fractional use of the water produced from said spring and well site in the same proportion as each of the other members of said corporation.

2. Membership in Kamiakin Water Association, and the right to use domestic water from said well and spring site, shall run with the respective tracts of land owned by each of the respective members.

3. Parties of the second part shall pay to party of the first part the sum of \$3.00 per month (or other such sum as may be from time to time lawfully determined by Kamiakin Water Association for their proportionate share of water and for their proportionate share of the cost of the maintenance of

said well and spring site, and the pump there located. Upon failure of parties or the second part, or their successors or assignees, to pay said monthly assessment for maintenance and for water used, delivery of said water may be discontinued by party of the first part; but such failure shall not affect the interest of the parties of the second part or subsequent owners of said described land in and to said water supply, and upon the payment of any delinquencies, parties of the second part or their successors shall have the right to the continuation of delivery of said water.

4. It is hereby expressly understood and agreed that said water to be so provided shall be used for domestic purposes only, and shall not be used for irrigation or stock.

5. It is expressly understood and agreed that party of the first part shall use its best efforts to make available to parties of the second part water as may be provided by the existing well and pump. If the existing water supply shall at any time prove inadequate or insufficient, parties of the second part agree to pay the party of the first part their proportionate cost of extending or otherwise improving said existing water supply or of drilling a new well, whichever shall be expedient; and in such event, the party of the first part agrees that it shall so extend or otherwise improve said existing water supply, or drill a new well, whichever shall be expedient. Party of the first part hereby agrees to make available water to parties of the second part as long as water is available from the existing well, or as long as water is available from the extended or otherwise improved well, or from a new well as the case may be.

6. In the event that party of the first part abandons the well furnishing said water supply or fails to maintain service for some reason other than insufficient or inadequate supply

of water, then in that event parties of the second part may enter on the premises where the well is located and operate and maintain said well. It is understood that this remedy is not exclusive and shall not derogate from any other remedy or remedies which parties of the second part may have according to law.

7. The responsibility for and cost of future installation or maintenance of distribution lines leading from said well and spring site shall be that of the parties being served by the same.

8. Each of the parties of the second part have been issued membership certificates in Kamiakin Water Association, applicable to a specific tract of land, and said membership certificate and the rights of each of the parties of the second part are subject to compliance with this agreement, and with the By-Laws of Kamiakin Water Association; provided, however, that any successor in interest or any mortgagee shall be entitled and subject to the obligations of this agreement and said By-Laws to the benefit of the assignment of the membership certificate and the rights under this agreement upon making current the obligations of said member.

9. That no membership certificate nor rights under this agreement nor rights to said water may be assigned in whole or in part to anyone other than a successor in interest to said land or a mortgagee thereof.

10. Each of the parties of the second part herewith give, grant and convey unto the party of the first part and unto each of the other parties of the second part, easements for existing distribution lines from said spring site and water tank, and easements for ingress and egress for maintenance of said distribution lines.

11. It is further agreed that any party to whom a membership certificate in Kamiakin Water Association is issued as an appurtenance

to a tract of land owned by such person shall be entitled to the privileges and subjected to the liabilities of this agreement.

IN WITNESS WHEREOF, the said parties have hereunto set their hands this 14 day of February, 1971.

KAMIAKIN WATER ASSOCIATION, a corporation

By James E. Dunn
President

Attest: Kenneth E. Wilson
Secretary

Party of the First Part

KAMIAKIN CORPORATION, a corporation

By James E. Dunn
President

Attest: Kenneth E. Wilson
Secretary

Kenneth E. Wilson
(Kenneth E. Wilson)

Anthony W. Mynar, Jr.
(Anthony W. Mynar, Jr.)

David E. Holmquist
(David E. Holmquist)

Ewart E. Farmer
(Ewart E. Farmer)

Marion E. Farmer
(Marion E. Farmer, his wife)

James E. Dunn
(James E. Dunn)

Blanche A. Dunn
(Blanche A. Dunn, his wife)

Boyd V. Cox
(Boyd V. Cox)

Marjorie J. Cox
(Marjorie J. Cox, his wife)