

**AFTER RECORDING RETURN TO:**

Richard T. Cole  
P. O. Box 638  
Ellensburg, WA 98926

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DOCUMENT TITLE:	DECLARATION OF JOINT WELL AGREEMENT
OWNERS / GRANTORS:	ROD GROSSMAN, Declarant
LEGAL DESCRIPTION (Abbreviated):	Parcel B SE 645 ft of SW ¼ of NW ¼ Sec 25, TWN 19N, R 17 E, W.M., East of SR 131 and West of Old Dry Crk Rd; Parcel C ptn NW ¼ of SW ¼ Sec 25 Twn 19N, R 17 E, W.M., east of SR 131 and West of Old Dry Creek Rd
TAX PARCEL NUMBERS	407834, 487834

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**DECLARATION OF JOINT WELL AGREEMENT**

THIS DECLARATION OF JOINT WELL AGREEMENT is made this 4 day of June, 2013 by Rodney Grossman, Declarant, who is the owner of the following described real property:

See Exhibit "A" attached hereto and by this reference incorporated herein as though fully set forth.

WHEREAS the Owner/Declarant hereby desires to establish rights in the above described property to use a well located on Parcel C and to equally share the expenses of said well, one-half each amongst the two properties sharing said well; it is now agreed as follows:

1. Parcel C as described above, has located within its boundaries, a domestic water well, which well is intended to be shared by Parcel B described above and to supply residential and domestic water in exempt quantities for both parcels, said quantities not to exceed the legal maximum allowed for said well as provided by existing law.

2. The above described Parcels shall share equally (one-half each) all expense of operation and improvement of said well to supply domestic water to the two parcels, which shared expense shall include all operating costs and repairs to the well pump, shared transmission line, water pressure tank serving the well, and all other necessary accessories to

include heating the well house during the winter, and all other such expenses which are normally associated with the operation of a domestic water well and well house.

3. Parcel C shall be encumbered with an easement for a domestic supply line to Parcel B above described, which easement shall exist five (5) feet on either side of the location of the supply line leading from the well to Parcel B, and said easement shall be for the benefit of Parcel C as to its water supply line, and shall allow Parcel B to install, maintain and repair the buried domestic water line serving their Parcel. Parcel C shall not erect or maintain any improvement or landscaping within said easement, which would frustrate the rights of Parcel C in the easement and rights therein as described herein.

4. Both Parcels shall have the right of action against the other for any lack of participation in regards to the equal and shared expenses as described in paragraph 2 above, provided, however, that if one of the properties is solely drawing water from the well, all expenses of the operation of the well shall be the responsibility of the Parcel using the water until such time as the other Parcel is developed and begins using water. From that point on, the costs of heating and operating the well, house and pumps shall be shared equally, regardless of actual water consumption of each Parcel.

5. The electrical costs of operating the well, heating of the well house and any electrical charges shall be charged against Parcel B at the rate of \$25.00 per month. Any excess electrical charges shall be the sole responsibility of Parcel C on which the well is located.

6. In the event that it is necessary for either Parcel to institute any action to collect any unpaid expenses, the prevailing party shall be entitled to all of its actual attorney's fees and costs associated with such action.

7. This Agreement shall be perpetual in nature, shall run with the land, and shall bind all successors, assigns, and heirs of the owners of the Parcels B and C above described.

IN WITNESS WHEREOF, Owner has set his hand to the foregoing JOINT WELL AGREEMENT on the date first above written.

  
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Rodney Grossman

STATE OF WASHINGTON )  
 ) ss.  
County of Kittitas )

On this day, personally appeared before me RODNEY GROSSMAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of June, 2013.



*Holly A. Greemel*

NOTARY PUBLIC for the State of Washington

Name printed: Holly A. Greemel

Commission expires: 9-19-16