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407 SWIFTWATER BLVD.
CLE ELUM, WA 98922

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY *[Signature]*
DATE *Aug 21, 2018*

DOCUMENT TITLE: 2 PARTY SHARED WELL WATER USERS AGREEMENT

GRANTOR(S): MARK & DARCY WENGER

GRANTEE(S): MARK & DARCY WENGER

RECEIVED
SEP 17 2018
Kittitas County CDS

LEGAL DESCRIPTION (lot, block, plat or section, township, range):

LOT 2 AND LOT 3 OF THE WENGER SHORT PLAT SP-07-00007 WHICH IS A PORTION OF THE EAST HALF OF THE NE QUARTER OF SECTION 29, TOWNSHIP 20 NORTH, RANGE 14 EAST, W.M., KITTITAS COUNTY, STATE OF WASHINGTON.

KITTITAS COUNTY ASSESSOR TAX PARCEL NUMBER & (MAP NUMBER): PARENT PARCEL NUMBER 479134, (PARENT MAP NUMBER 20-14-29010-0010)

2 PARTY SHARED WELL WATER USERS AGREEMENT

Serves:

Lot Number 2 of Wenger Short Plat SP-07-00007

Physical Address: 4684 Nelson Siding Rd Se, Cle Elum, Washington

AND

Lot Number 3 of Wenger Short Plat SP-07-00007

Physical Address: 4684 Nelson Siding Rd Se, Cle Elum, Washington

Ownership of the Well and Waterworks

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided one-half interest in and to the use of the well and water system to be constructed. 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 Water System Construction

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests.

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 System Site Location:

The water system site is located upon Lot 3 and as approximately marked on Exhibit A hereto (hereinafter referred to as the "Well Site").

Water Line and Well Easements

Mark and Darcy Wenger, current title holders in interest of Lot 3 on which the well is located, and all subsequent purchasers and assignees of Lot 3.

GRANTS to Mark and Darcy Wenger, current title holders in interest of Lot 2, and all subsequent purchasers and assignees of Lot 2, an easement for the use and purpose of conveying water from the well to the property of Mark and Darcy Wenger, current title holders in interest of Lot 2, and all subsequent purchasers and assignees of Lot 2. Said easement shall be five (15) 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.

AND FURTHER GRANTS to Mark and Darcy Wenger, current title holders in interest of Lot 2, and all subsequent purchasers and assignees of Lot 2, an easement and right of way, over, across, along, through and under for the purposes of maintaining and/or repairing the well appurtenances thereto. Said easement shall be for a circular five (7.5) foot radius from the center of the Well Site and around the entire Well Site, and shall allow for the installation/maintenance of a well house (if necessary), pumps, storage tanks, and anything necessary or convenient for the operation of said well system. No permanent type of

building or other structure shall be constructed upon this 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. 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 sewage disposal drain field lines.

Prohibited Practices

The parties herein, their heirs, successors and/or assigns, will not construct any potential source of contamination, maintain or suffer to be constructed or maintained upon the said land and within 100 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: septic drain fields, sewer lines, 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 (those constructed after the signing of this Agreement) and/or barns shall meet required setbacks and not harbor any potential source of contamination. The parties will not cross connect any portion or segment of the water system with any other water source or waste water disposal outlet without prior written approval of the Kittitas County Public Health Department and/or other appropriate governmental agency.

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 Kittitas County. In the event that the quality or 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 the Kittitas County Public Health Department.

Restriction on Water Use

Water use for the lots referenced within this agreement are 0.39 acre feet/year for Lot 2 and 0.39 acre feet/year for Lot 3. (Include indoor and outdoor use restrictions).

Termination of this Agreement

This agreement may be revoked at anytime; however, it may not be revoked without each property 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 Kittitas County Health Department for review and approval. After, review and approval by the health department

the property owners shall then file: 1) the notarized revocation of this agreement and 2) proof of the potable water source approved by the health department for each property at the Kittitas County Auditor's Office as a recorded document that runs with the title of the land.

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.

DATED this 9th day of August, 2018.



Mark Wenger

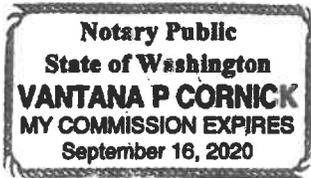


Darcy Wenger

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 9 day of August 2018 personally appeared before me Mark Wenger and Darcy Wenger, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.





Notary Public in and for the State of Washington,
residing at Snoqualmie WA
My commission expires: 9/16/2018