

MOHAR SHORT PLAT SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 25TH day of SEPTEMBER 2024, by and between JOHN F BARKER, party of the first part, hereinafter referred to as the "supplying party", and CHAD KEPHART & COURTNEY ASKEVOLD, party of the second part, and hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as 920 MOHAR ROAD, located in the County of KITTITAS, State of Washington, which property is more fully described as follows, to wit: (SEE ATTACHED LEGAL) PARCELS 205534, 14362 & 19296

and WHEREAS, the supplied party is the FUTURE owner of 920 MOHAR ROAD, MOHAR SHORT PLAT LOT 1, CLE ELUM, located in the County of KITTITAS, State of Washington, which property is more fully described as follows, to wit: (SEE ATTACHED LEGAL)

and 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 the cost of supplying said water;

and WHEREAS, there is located a well upon LOT 1 OF THE MOHAR SHORT PLAT, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to LOTS 1 & 4 OF THE MOHAR SHORT PLAT properties connected to the said water distribution system, but NOT to lots 2 & 3 of said Short Plat, as they will be served by a new well located on Lot 2:

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 Lots 1 & 4, 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 one 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 an accredited lab and has been determined by the authority to supply safe and potable water;

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 LOT 1 OF THE MOHAR SHORT PLAT shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on LOT 1 OF THE MOHAR SHORT PLAT 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 LOT 1 OF THE MOHAR SHORT PLAT, as of the date of this Agreement shall:
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. An arbitrator, chosen by the parties, shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.
6. That the supplied party shall pay to the supplying party his proportionate share for the cost of energy for the operation of the pumping equipment.
7. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 15th day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 30 days, the supplying party may terminate the supply of water to the supplied party until all arrearages are received by the supplying party.
8. That it is the Agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated

upon such curative action.

9. 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 shown in the diagram below, to wit: (see attached drawing)

10. That no party will install any improvements that impair access to water to the other party.

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 buildings or 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 or 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 Office of the Register of Deeds of the County of Kittitas, 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.

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

17. 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 assigns of the parties hereto.

18. That both parties agree to install flow meters to measure each parties usage and negotiate proportions appropriate to the size of the property and improvements, and the cost of the metering shall be shared;

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

John F Barker

BY _____
DATE _____

County of Kittitas)
State of Washington,

Sworn and subscribed before me this _____ day of _____.

Notary Public _____

My commission expires: _____

Chad Kephart & Courtenay Askevold

BY _____
DATE _____

BY _____
DATE _____

County of Kittitas
State of Washington,

Sworn and subscribed before me this _____ day of _____.

Notary Public _____

My commission expires: _____