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AUDITOR, Pierce County, WASHINGTON

After Recording Mail to:

Stephen A. Burnham
of Campbell, Dille, Barnett & Smith, PLLC
Attorneys at Law
317 S. Meridian; P.O. Box 488
Puyallup WA 98371

Grantors: Jeffrey K. and Cara L. Mason;

Grantees: Jeffrey K. and Cara L. Mason;

Reference Numbers of Documents Assigned or Released: N/A

Abbreviated Legal Descriptions: Section 15 Township 18 Range 04 Quarter 43 : L 1 AND L 2
S P 92-11-12-0537 EXC THAT POR CYD TO P CO FOR ADDL R/W PER ETN 821247
TOG/W EASE & RESTRICTIONS OF REC OUT OF 4-007 SEG E1043JU 1/21/93BO

Complete legals are on Page 2 of document

Assessor's Tax Parcel Nos.: 0418158011 and 0418158012

SHARED WELL AGREEMENT

WHEREAS the GRANTORS are the owners of certain real properties described as follows:

PARCEL A: Jeffrey K. and Cara L. Mason are the owners of real property located at: 11105 238TH ST E, Graham, WA 98338-6712 and legally described as:

LOT 1 OF PIERCE COUNTY SHORT PLAT RECORDED NOVEMBER 12, 1992 UNDER RECORDING NO. 9211120537 IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE SOUTH 15 FEET THEREOF CONVEYED TO PIERCE COUNTY BY INSTRUMENT RECORDED UNDER RECORDING No. 9210200323.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.
Pierce County Tax Parcel No. 0418158012

11109 238TH ST E. GRAHAM WA 98338-6712

4/77

PARCEL B: Jeffrey K. and Cara L. Mason are the owners of real property located at: 11109 238TH ST E, Graham, WA 98338-6712 and legally described as:

LOT 2 OF PIERCE COUNTY SHORT PLAT NO. 9211120537 ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1992 IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE SOUTH 15 FEET THEREOF CONVEYED TO PIERCE COUNTY BY INSTUMENT RECORDED UNDER RECORDING NUMBER 9210200323.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.
Pierce County Tax Parcel No. 0418158011

11105 238TH ST E, GRAHAM WA 98338-6712

WHEREAS PARCEL A and PARCEL B are adjoining properties that presently share a water well, water distribution system, and related improvements that are described in that WELL SHARE AGREEMENT/GRANT OF EASEMENT dated December 16, 2010 and recorded under Pierce County Recording No. 201101280128 ("Prior Agreement");

WHEREAS GRANTORS desire to enter into this Agreement for the purpose of establishing rights and obligations of the Grantors between themselves and their heirs, successors and assigns regarding the use, maintenance, repair and replacement of the pumps, well casing, holding tank(s) and associated pipes, valves and equipment presently existing on PARCEL B ("Well System") and notwithstanding any terms, conditions or restrictions in the Prior Agreement.

NOW THEREFORE, in consideration of the promises and covenants herein, it is agreed that the Well System shall be used by the GRANTORS and GRANTEEES subject to the Prior Agreement and this Shared Well Agreement, and by all future owners and occupants of PARCEL A and PARCEL B, on the following terms and conditions:

1. **Operation and Maintenance Costs.** The Well System includes a separate well pump for PARCEL A and PARCEL B and the owners of PARCEL A and PARCEL B shall be individually responsible for the use, maintenance, repair and replacement of their PARCEL's pump and related pump operating attachments such as switches, electric service lines and water distribution lines servicing their respective PARCELS. The parties acknowledge and agree the well pumps are both on the same electric service meter. Each PARCEL owner agrees to pay a minimum of FORTY DOLLARS (\$40.00) per month on the electric billing and further agrees to pay their proportionate share of any electric billings in excess of their \$40.00 minimum monthly payment based on actual usage. The owner of PARCEL B shall have authority to collect payments due under this agreement and the duty to pay the electric billings as they become due. The minimum monthly fee shall be adjusted annually by agreement of the owners of PARCEL A and PARCEL B based on the prior 12 month billing history. Any disagreement shall be reasonably decided by the owner of PARCEL B. In addition, each PARCEL shall be assessed,

equally, all maintenance and repair costs to the well, such as repairs to the well casing, holding tank and improvements to the well necessary to maintain its volume and water quality and to comply with all applicable codes and regulations including, without limitation, health regulations and permitting.

2. Right of Ingress and Egress. The parties acknowledge and agree the well and well pumps are located on PARCEL B. Each party shall have access Well System over, under and through PARCEL B as is reasonably necessary to each party to exercise their rights and obligations under this Well Share Agreement and the Prior Agreement, including without limitation, the right to access and repair, replace and improve the Well System and deemed reasonably necessary to each PARCEL owner, subject to the obligation to restore the surface of the land to its condition existing prior to such access.

3. Covenant Running with Land. The rights and obligations of the parties as described herein shall covenants running with the land and binding on the Grantors and Grantees and the heirs, successors and assigns, as well as all fractional Lots resulting from future subdivision of the PARCELS and all rights and obligations shall pass and be transferred with the land.

4. Successors and Assigns. This Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns. This Agreement and the terms and provisions hereof shall be construed as a covenant running with and appurtenant to the properties described herein.

5. Miscellaneous. This Agreement shall not be modified or amended except in writing with approval of all parties.

6. Attorneys' Fees. In the event that it is necessary for any party to institute suit to enforce any of the terms and provisions of this Agreement, the prevailing party in such legal action shall be entitled to an award of attorneys' fees and costs for the non-prevailing party.

7. Venue. Venue for any action to enforce this Well Share Agreement shall be in Pierce County, Washington.

8. Conflicts. In the event this Well Share Agreement conflicts with any of the terms and conditions of the Prior Agreement, the terms and conditions of this Well Share Agreement shall prevail between the Grantors and Grantees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year last designated below.

GRANTORS:
Jeffrey K. Mason by Rachel A. Mason
 his Attorney in Fact

 Jeffrey K. Mason by Rachel A. Mason his
 Attorney in fact
Cara L. Mason by Rachel A. Mason
 her Attorney in Fact

 Cara L. Mason by Rachel A. Mason her
 Attorney in fact

GRANTEES:
Jeffrey K. Mason by Rachel A. Mason
 his Attorney in Fact

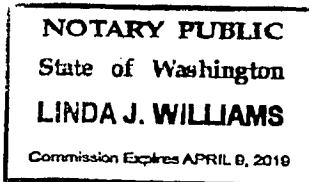
 Jeffrey K. Mason by Rachel A. Mason his
 Attorney in fact
Cara L. Mason by Rachel A. Mason
 her Attorney in Fact

 Cara L. Mason by Rachel A. Mason her
 Attorney in fact

STATE OF WASHINGTON)
 County of Thurston) ss.
 Pierce)

I certify that I know or have satisfactory evidence that Rachel A. Mason is the person who appeared before me, and said person acknowledged that she signed this instrument as Attorney in Fact for Jeffrey K. Mason and Cara L. Mason and acknowledged it to be her free and voluntary act as Attorney in Fact for said principals for the uses and purposes mentioned in this instrument, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not incompetent.

DATED this 2 day of March, 2018.



Linda J. Williams
 Printed Name: Linda J. Williams
 NOTARY PUBLIC in and for the State of
 Washington, residing at Olympia, Wash.
 My commission expires: 4-8-2019