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Agreement CHILTON INC 307.50  
Cowlitz County Washington

Pages: 5



Grantee: Chilton Inc., a Washington corporation  
Grantee: Chilton Inc., a Washington corporation  
Tax Parcel No: EH2405008  
Abbreviated Legal: 24 -6N -2E T-5B5B-1,5C,5F-1 / 13-6-2E T-15C INCL T-5B,5F-1

## SHARED WELL AGREEMENT

### OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed that potable water from the well (Well Id No. BQS614) located on the property described on Exhibit "A" attached hereto and made a part hereof, Parcel No. EH2405008, within the SW 1/4 of the SE 1/4 of Section 13, and the NW 1/4 of the NE 1/4 of Section 24, T 6N, R 2E, W.M., owned by Grantor, **Chilton Inc., a Washington corporation** will provide well water to Lot 1 and Lot 2 of Cowlitz County Short Subdivision No. CC 25-04, each being a portion of Parcel No. EH2405008, owned by Grantee, **Chilton Inc., a Washington corporation**.

The parties agree that each party shall be and is hereby granted an undivided one-half interest in and to the use of the respective shared well and water system. 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 AND MAINTENANCE OF WATER SYSTEM

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the shared well and water system herein described, including charges of electricity.

### EASEMENT OF WELL SITE AND PUMPHOUSE

There shall be an easement for the purpose of maintaining or repairing the well appurtenances thereto, within thirty (30) feet of the well site in any direction. Said easement shall allow the installation of a well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the respective water system.

### WATER LINE EASEMENTS

There shall be an easement for the purpose of conveying water from the well (BQS614) located on said Lot 2 to said Lot 1. The waterline easement shall be fifteen (15) feet in width and shall extend in a northerly direction on, over, across, and underneath said strip of land from the well site to the southerly line of said Lot 1. The centerline of the easement shall be the water line itself or as herein described. No permanent type of building shall be constructed upon the water line easements except as needed for the operation of the well and water system.

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### **MAINTENANCE AND REPAIR OF PIPELINES**

All pipelines in the water systems 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. Pipe material used in repairs shall meet the approval of the Health Officer. Cost of repairing or maintaining common distribution pipelines shall be borne equally by the parties for which the well serves. 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 ten (10) feet of a septic tank or within ten (10) feet of sewage disposal drainfield lines.

### **PROHIBITED PRACTICES**

The parties herein, their heirs, successors and/or assigns will not construct, maintain, or suffer to the constructed or maintained upon the said land and within one-hundred (100) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides, or insecticides.

### **PROVISIONS FOR CONTINUATION OF WATER SERVICES**

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with the requirements of Cowlitz County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health officer, the benefiting parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties to be served shall obtain written approval from the Health Officer. 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 parties and written approval from Cowlitz County.

### **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 thereof, and it shall pass to and be for the benefit of each owner thereof. These covenants and agreements may be terminated or modified upon the recordation of an acknowledged agreement signed by all then existing parties/contract purchasers sharing ownership of the well.

EXECUTED this 19<sup>th</sup> day of May, 2025, by



Chilton Inc., by Craig Chilton, President

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STATE OF WASHINGTON

} ss

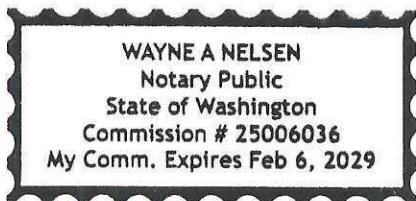
COUNTY OF COWLITZ

I certify that I know or have satisfactory evidence that

Craig Chilton, President of Chilton Inc.

is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 19<sup>th</sup> day of May, 2025.



Notary Public in and for the State of Washington

Residing at: Layton, WA

My commission expires: Feb. 6, 2029

# EXHIBIT "A"

## BOUNDARY LINE ADJUSTED PARCEL NO. EH2405008 (14.77 ACRES):

A portion of the Southwest quarter of the Southeast quarter of Section 13, and the Northwest quarter of the Northeast quarter of Section 24, Township 6 North, Range 2 East, Willamette Meridian, Cowlitz County, Washington, described as follows:

Beginning at a concrete monument with brass cap marking the South quarter corner of Section 13, as shown in Book 39 of Surveys, page 39, Cowlitz County Auditor's Records;

Thence North  $01^{\circ} 59' 09''$  East, along the West line of the Southeast quarter of Section 13, for a distance of 146.51 feet to the westerly extension of the South line of the "Bragg tract" as described under Cowlitz County Auditor's File No. 961126117 and as shown in said Survey 39-39;

Thence leaving said West line, South  $88^{\circ} 35' 39''$  East, along said westerly extension and the South line of said "Bragg tract", 304.00 feet;

Thence leaving said South line, South  $08^{\circ} 10' 00''$  West, 326.50 feet;

Thence South  $22^{\circ} 29' 00''$  East, 70.70 feet;

Thence South  $47^{\circ} 42' 00''$  East, 115.00 feet;

Thence South  $90^{\circ} 00' 00''$  East, 129.33 feet to the centerline of a creek;

**BOUNDARY LINE ADJUSTED PARCEL NO. EH2405008 (14.77 ACRES):**

**EXHIBIT "A"**

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Thence along the centerline of said creek the following courses:

Thence South 02° 33' 43" West, 81.70 feet;  
Thence South 50° 37' 46" West, 57.74 feet;  
Thence South 23° 12' 59" West, 47.91 feet;  
Thence South 06° 08' 32" East, 47.02 feet;  
Thence South 25° 31' 32" West, 39.74 feet;  
Thence South 18° 41' 55" East, 86.25 feet;  
Thence South 24° 23' 38" West, 97.18 feet;  
Thence South 36° 44' 46" East, 41.74 feet;  
Thence South 60° 03' 24" East, 85.27 feet;  
Thence South 23° 29' 45" East, 94.55 feet;  
Thence South 40° 12' 19" East, 61.12 feet;  
Thence South 25° 19' 50" West, 43.40 feet;

Thence leaving said centerline of creek, South 03° 59' 23" East, 372.78 feet to a point on the South line of the Northwest quarter of the Northeast quarter of Section 24;

Thence North 88° 44' 19" West, 638.47 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of Section 24;

Thence along the West line of the Northwest quarter of the Northeast quarter of Section 24, North 01° 48' 44" East, 200.00 feet to an iron pipe marking the Southwest corner of the "Matta tract" as described under Cowlitz County Auditor's File No. 3727902;

Thence leaving said West line, South 88° 17' 18" East, 170.00 feet to an iron pipe marking the Southeast corner of said "Matta tract";

Thence North 01° 48' 44" East, 310.00 feet to an iron pipe marking the Northeast corner of said "Matta tract";

Thence North 88° 17' 18" West, 170.00 feet to an iron pipe marking the Northwest corner of said "Matta tract", said point being on the West line of the Northwest quarter of the Northeast quarter of Section 24;

Thence North 01° 48' 44" East, 837.50 feet to the Point of Beginning.

EXCEPT County Roads

TOGETHER WITH and SUBJECT TO Easements and restrictions of record.