

Chilton Inc  
1760 Down River Drive  
Woodland, WA 98674

Grantee: Chilton Inc., a Washington corporation  
Grantee: Chilton Inc., a Washington corporation  
Tax Parcel No: WK2907004  
Abbreviated Legal: 29 -10N -2W T-7A-1

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Agreement CHILTON INC 307.50  
Cowlitz County Washington

Pages: 5



## SHARED WELL AGREEMENT

### OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed that potable water from the well (Well Id No. BQS 706) located on the property described on Exhibit "A" attached hereto and made a part hereof, Parcel No. WK2907004, within the SE 1/4 of the NE 1/4 of Section 29, T 10N, R 2W, W.M., owned by Grantor, **Chilton Inc., a Washington corporation** will provide well water to Lot 3 and Lot 4 of Cowlitz County Short Subdivision No. CC 25-06, each being a portion of Parcel No. WK2907004, 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

Construction and material costs of any shared well house, pumps, water storage reservoirs, pressure tanks, and other components necessary to the installation and operation of the shared water system shall be borne by the party installing such improvements, and the other party sharing such well shall reimburse the installing party the sum equal to one-half of the expenses paid by the installing party or, if the expenses cannot be verified by records of receipt and payment, pay the sum of Five Thousand Dollars prior to connection to the 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 (BQS 706) located on said Lot 4 to said Lot 3. The waterline easement shall be fifteen (15) feet in width and shall extend in a direct route as practical in a westerly direction on, over, across, and underneath said strip of land

from the well site to the east line of said Lot 3. The centerline of the easement shall be the water line itself or as herein described on attached Exhibit "B". 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. However, installation of power or other utilities directly related to the operation of the water system shall be permitted within the waterline easement.

#### **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 be 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.

#### **IRRIGATION**

Individual water storage reservoirs shall be required and shall be the responsibility of the individual lot owner for any irrigation purposes on their respective lot. Provided, irrigation of an area greater than 1/8th acre (5,445 sq. ft.) per lot shall not be permitted.

#### **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 3<sup>rd</sup> day of November, 2025, by

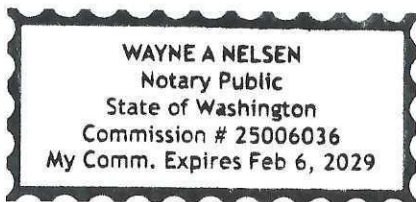
C. W. Chilton for  
Chilton Inc., by Craig W. Chilton, President

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STATE OF WASHINGTON }  
COUNTY OF COWLITZ } ss

I certify that I know or have satisfactory evidence that Craig W. Chilton 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 3<sup>rd</sup> day of November, 2025.

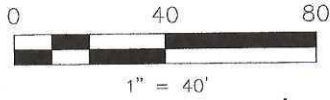


Wayne A. Nelsen  
Notary Public in and for the State of Washington  
Residing at: Longview, WA  
My commission expires: Feb. 6, 2029

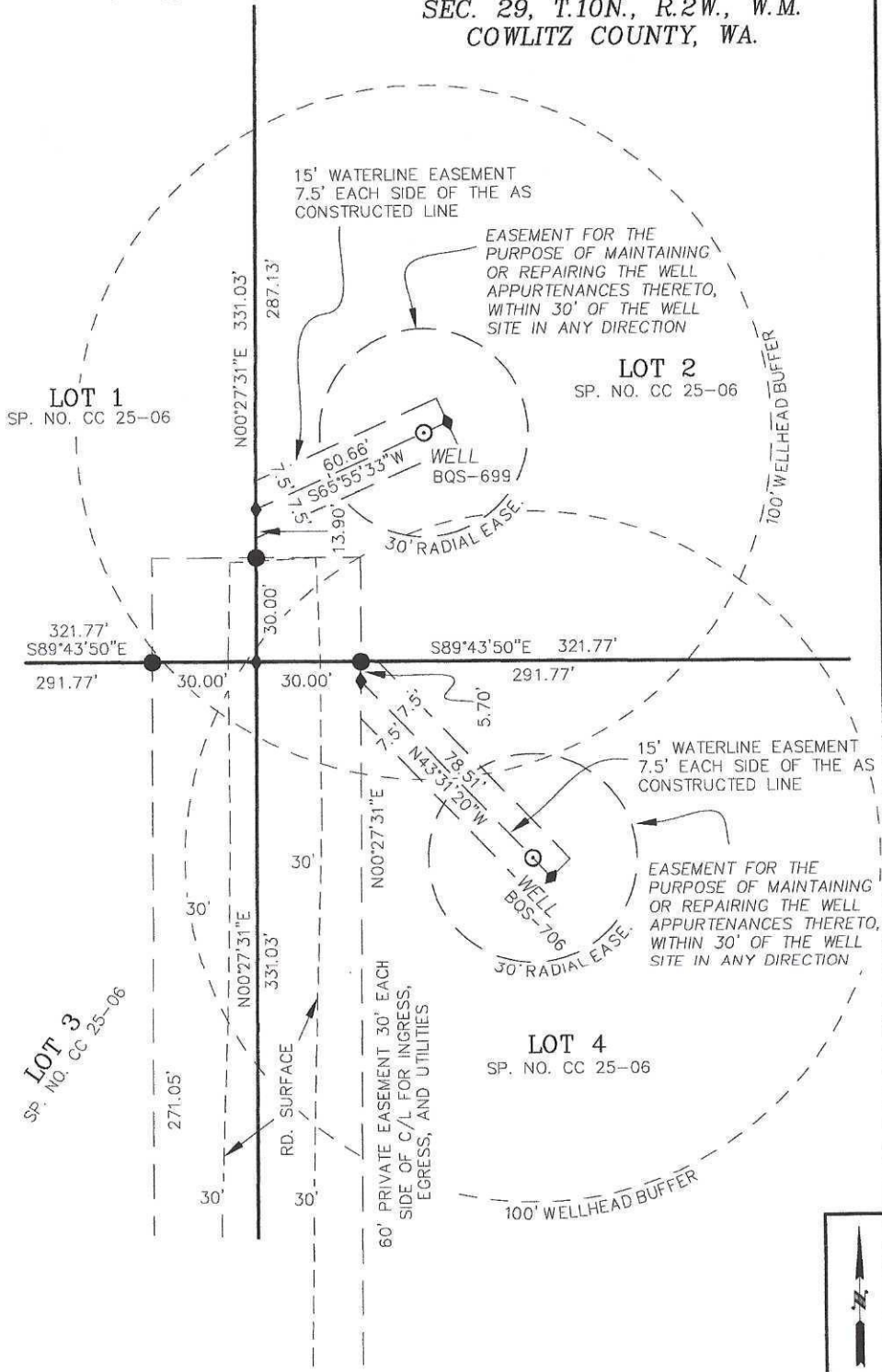
EXHIBIT "A"

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 2 WEST, W.M., COWLITZ COUNTY, WASHINGTON

TOGETHER WITH AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



**EXHIBIT MAP OF WELL EASEMENTS**  
**SHORT PLAT NO. CC 25-06**  
**PART OF THE SE1/4 NE1/4**  
**SEC. 29, T.10N., R.2W., W.M.**  
**COWLITZ COUNTY, WA.**



<b>EXHIBIT "B"</b>		
SCALE: 1" = 40'		SHEET 1 OF 1