

Return to:
Broken Box C, LLC
1760 Down River Drive
Woodland, WA 98674

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10/22/2025 03:26:19 PM Pages: 3
Amendment To Agreement CHILTON INC 305.50
Cowlitz County Washington



Grantee: Broken Box C, LLC, a Washington limited liability company
Grantee: Broken Box C, LLC, a Washington limited liability company
Tax Parcel No: EH2405014, EH2405015
Abbreviated Legal: 13-6-2E CC20032 Lot 3 and Lot 4

AMENDED SHARED WELL AGREEMENT

WHEREAS, pursuant to that certain Shared Agreement recorded on May 19, 2025 under Cowlitz County AFN 3770079 (the "Agreement"), Broken Box C, LLC, a Washington limited liability company (as "Grantor" herein), and Broken Box C, LLC, a Washington limited liability company (as "Grantee" herein), entered into the Agreement to supply potable water from a shared well for the benefit of the real property legally described as follows:

LOT 3 and LOT 4 OF SHORT SUBDIVISION NO. CC 24-58, AS RECORDED IN VOLUME 20, PAGES 32 – 33, UNDER AUDITOR'S FILE NO. 3776128, RECORDS OF COWLITZ COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; and

WHEREAS, the parties hereto agree to amend the Agreement to include certain provisions for water usage, cost share, and underground utility locations; and

WHEREAS, all other terms and conditions of the Agreement remain unchanged.

NOW THEREFORE, it is hereby agreed that the Agreement is amended as follows:

1. 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.
2. 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.
3. Installation of power or other utilities directly related to the operation of the water system shall be permitted within the waterline easement.
4. The waterline easements shall be located on the respective lots as approximately depicted on attached Exhibit "A", the exact location being 15-feet on either side of the installed

waterline, which in no case shall be Westerly of the line on said Exhibit "A" marked "Edge of approximate waterline easement area."

EXECUTED this 21st day of October, 2025, by

Josh Chilton
Broken Box C, LLC, by Josh Chilton, President

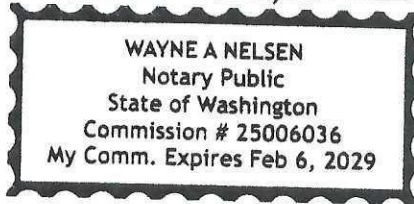
STATE OF WASHINGTON

COUNTY OF COWLITZ

} ss

I certify that I know or have satisfactory evidence that Josh 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 21st day of October, 2025.



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

EXHIBIT "A"

