

WELL SHARE AGREEMENT/GRANT OF EASEMENT

THIS GRANT OF EASEMENT dated this _____ day of _____, year _____
by and between _____, herein termed "Grantor" and,
husband and wife, herein termed "Grantee(s)," witnesseth that:

WHEREAS, the Grantor, _____,
owns as his/her/their separate property the following described real estate in Pierce County,
Washington:

AND WHEREAS, the Grantees, _____, own as a
marital community, the following described adjacent real estate in Pierce County, Washington:

AND WHEREAS, the parties hereto on _____ entered into an
agreement wherein the Grantor granted to the Grantees the right to take water from a well
located upon the Grantor's property under the limited terms and conditions therein set forth, said
agreement being recorded on _____, under Auditor's _____
records of Pierce County Auditor;

AND WHEREAS, without limitation of the original grant of easement, the parties
are desirous of further delineating their rights and duties under said agreement.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and the mutual
promises hereinafter set forth, the parties agree as follows:

1. GRANT

The Grantor hereby grants, sells and conveys to the Grantees an
undivided _____ interest in and to the well, casing, and pump, and the right to
take _____ of the water from said well, now located upon the real estate of the
Grantor first described above, under the terms and conditions hereinafter set forth.

2. LIMITATIONS OF USE

This grant is for the use of the Grantees, and their heirs, successors
and assigns for domestic purposes only in and upon the residence and grounds of the real
estate now owned by the Grantees second described above, and the Grantees shall not extend

the uses of the water to any subdivision of their present property nor to adjacent properties or users without the express written consent of the Grantor, _____ his/her/their heirs, successors and assigns, being first obtained.

3. SERVICE PIPELINE AND ACCESS

The Grantees shall have reasonable access for the maintenance and replacement of the existing service pipeline over and across the Grantor's property, but shall restore the surface of the land to its existing condition at the Grantee's expense immediately after any excavations for inspection or repair. The expense of maintaining Grantee's service pipeline from the holding tank being their sole responsibility.

4. JOINT EXPENSE OF MAINTENANCE AND REPLACEMENT

This conveyance is made upon the condition that the Grantees, their heirs and assigns shall bear _____ of all expenses connected with the operation of, or replacement of, the pump, well casing, holding tank and associated pipes, valves and equipment, and shall pay _____ or upon some other regular period, as may be fixed by the Grantor, _____ the cost of electricity for operation of said water system, said payment to be to the Grantor who shall be responsible for payment to the supplier. In like fashion, the Grantees, their heirs and assigns, shall be responsible for payment of the Grantor _____ the cost of replacement of pump, casing, holding tank or pipes and valves, and if the parties cannot agree, the decision of the Grantor shall be determinative of the need of repair, replacement, or extension.

5. DUTY AND MAINTAIN

Both parties agree to keep and maintain their service piping and associated equipment in good order so that there will be no leakage or seepage therefrom, and either party shall, on demand of the other, repair his portion of the system, or the now offending party may seek specific performance of this portion of this agreement, and for his court costs, to include reasonable attorney fees.

To have and to hold the said right and easement, subject to the said conditions herein set forth and agreed.

Dated this _____ day of _____, year _____.

GRANTOR: _____

GRANTEES: _____

STATE OF WASHINGTON)
)
COUNTY OF PIERCE)

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she/he/they signed the same as _____ (her/his/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, year _____.

NOTARY PUBLIC in and for the State of Washington residing at