



FILE# 8223657
YAKIMA COUNTY, WA
04/11/2025 11:48:27AM

AGREEMENT

PAGES: 15

HAWLEY TROXELL ENNIS & HAWLEY LLP

When recorded, please return to:
Bryan P. Myre (dw)
1433 Lakeside Court, Suite 100
Yakima WA 98902

Recording Fee: 317.50

Grantor(s): The Estate of David Trepanier

Grantee(s): The Estate of David Trepanier

Abbreviated Legal Description: SP 85-159 LOT 2; Section 22 Township 14 Range 17 Quarter SW: SPM 85-158 Lot 3; SP 85-159 LOT 1; SP 85-215 LOT 4; SP 85-215 LOT 3; SP 85-159 LOT 3; SP 83-152 LOT 1; SP 83-152 LOT 2; SP 83-152 LOT 3 ALSO TH PT OF VAN CAN R/W LY W OF CEN LN & E OF LOT 2; SP 85-159 LOT 4; SP 85-158 LOT 2; SP 85-158 LOT 4; SP 85-158 LOT 1 1983 LANDMARK 52X28 SER# 7357; W 320 FT OF S 100 FT OF N 450 FT OF NE1/4 SW1/4 LY E'LY OF CO.RD.

Additional legal is on page 8, 10, 13 of document.

Assessor's Property Tax Parcel/Account Number: 171422-31405, 171422-31403, 171422-31404, 171422-13403, 171422-13402, 171422-42406, 171422-24405, 171422-24406, 171422-24407, 171422-42407, 171422-31402, 171422-42404, 171422-31401, 171422-31003

DOMESTIC WELL JOINT USE AND MAINTENANCE AGREEMENT

A. RECITALS.

1. David Trepanier passed away on December 1, 2024. A probate was commenced in Yakima County, Washington under Cause No. 24-4-00885-39. Pursuant to that probate, Joe Nels Trepanier and Tom Trepanier were appointed Co-Personal Representative of the Estate of David Trepanier with nonintervention powers.

2. The Estate of David Trepanier, hereinafter "TREPANIER," owns the following described real property situated in Yakima County, Washington, hereinafter referred to as Parcel A, B, C, D, E, F, G, H, I, J, K, L, M and N:

See attached Exhibits A, B and C.

ASSESSOR'S PARCEL NO. 171422-31405 (Parcel A), 171422-31403 (Parcel B), 171422-31404 (Parcel C), 171422-13403 (Parcel D), 171422-13402 (Parcel E), 171422-42406 (Parcel F), 171422-24405 (Parcel G), 171422-24406 (Parcel H), 171422-24407 (Parcel I), 171422-42407 (Parcel J), 171422-31402 (Parcel K), 171422-42404 (Parcel L), 171422-31401 (Parcel M), and 171422-31003 (Parcel N). (Herein referred cumulatively to as "Properties")

3. There are two domestic water wells, with the first situated on Parcel G, 171422-24405 and the second situated on Parcel N, 171422-31003, which is the source of domestic water for all of the above described Properties.

4. For purposes of this Agreement, the term "well system" shall mean the domestic water wells, the well pumps, the well houses, and all related plumbing and electrical facilities and water lines serving said wells and any water storage tank. The term "Properties" shall be utilized to reference Parcels A through N jointly.

5. This Agreement is necessary in order to establish the parties' rights and the covenants, conditions and restrictions to which each of the above described Properties shall be subject for the purpose of protecting and maintaining the well system and to ensure the proper operation thereof.

B. AGREEMENT.

In consideration of the foregoing recitals and for other good and valuable consideration acknowledged having been received by the parties hereto, the parties agree as follows:

1. Operation of Well System.

- 1.1. The owners of Parcel A through N ("property owners") shall operate the well system to conform to all applicable laws and regulations.
- 1.2. The cost to maintain, repair or replace the well system, including the pump and connecting pipelines, shall be shared equally by the property owners; provided, however, a property owner shall be responsible for maintaining, repairing or replacing a pipeline which serves only his/her residence. Well system costs shall additionally include all water quality sampling and testing that is required by applicable public health laws or regulations, if any.
- 1.3. The power supplied to operate the well system shall be shared equally by the property owners and shall be paid within fifteen (15) days upon receipt of invoice for payment of the same.
- 1.4. The property owners shall meet annually to set the periodic assessments to be paid by each property owner during the year in an amount that will pay for the estimated cost of maintenance and repair expenses, which may include a sum to develop a reasonable reserve for maintenance and repair. The assessments shall be due and payable as the property owners may mutually agree.
- 1.5. Special meetings of the property owners may be held at such times and places as they may, from time to time, mutually agree.
- 1.6. Repairs exceeding \$250.00 shall not be undertaken without the prior agreement of a majority of the property owners, unless such repairs are

urgently needed to ensure continuous water service. If maintenance is done or repairs are made which exceed the amount of any reserve account to pay the same, each property owner shall pay his/her share of such excess cost within twenty (20) days of being billed for the same. Each property owner shall be entitled to single vote for each separate parcel of property owned by said property owner. Each separate parcel is entitled to one vote.

- 1.7. If a reserve account is established by the property owners to hold funds for maintenance and repair expenses, then the funds shall be deposited at an agreed upon financial institution and said account shall be utilized solely for the purposes of paying costs incurred to maintain, repair or replace the well system pursuant to paragraph 1.2 above. One property owner shall be designated at any annual or special meeting of the owners to manage said account. Records shall be maintained for said account as will enable periodic statements of receipts and expenditures to be prepared and provided to the property owners.

2. Well and Pipeline Easement.

- 2.1. Trepanier hereby grants to Trepanier a non-exclusive easement over, upon and across that portion of Parcels G and N where the wells are situated, for the benefit of Parcels A through N, for the purpose of using, maintaining, repairing, or replacing the same, together with the right of ingress and egress for said purposes. Said easement shall additionally include the well pump, water storage tank, electrical controls, and any other apparatus associated therewith or necessary to the operation thereof.
- 2.2. The easement granted herein shall be deemed appurtenant to and run with the above-described properties.

3. Restrictive Covenants.

- 3.1. No structures or other obstacles shall be erected on any of the properties which would deny any of the property owners' access to said well system or which would in any way prevent or interfere with the use, maintenance, repair, replacement or proper functioning thereof.
- 3.2. Any maintenance, repair or replacement of the water system shall be done in a workmanlike manner, in compliance with all applicable public health laws or regulations, and in such manner as to not unreasonably disturb the parties' properties.
- 3.3. No sewer lines, septic tanks and drain fields, underground fuel or chemical storage tanks, manure piles, garbage of any kind, liquid or dry chemicals, herbicides or insecticides, hazardous waste or other environmental contamination as defined by any applicable hazardous substance law or regulation, or grazing animals and no chicken houses, rabbit hutches,

pigpens, barns or other enclosures or structures for the feeding or keeping of fowl, livestock or other animals, except for domestic family pets, shall be constructed, maintained, store or permitted within those portions of the above-described properties which lie within a 100-foot radius of said domestic well, as long as the same is operated to furnish domestic water for the properties.

- 3.4. The water from the domestic well shall be used solely for domestic purposes on the above-described properties. It may also be used for the irrigation of gardens and lawns that total less than one-half acre in size. Except as otherwise permitted herein, the domestic water shall not be utilized for agricultural or commercial purposes or for the benefit of more than one single family residence on each parcel. No water from the well system shall be furnished to any other properties or residences without the unanimous written consent of the property owners, which they may grant or withhold in their sole discretion.
- 3.5. The restrictive covenants created herein shall be deemed appurtenant to and run with the properties. Further, although there is currently unity of ownership, the rights under this Agreement shall not be merged and extinguished, but rather shall remain in place, regardless of any unity to ownership of the parcels, preventing any merger, should unity to title occur in the future.

4. Enforcement.

- 4.1. If a property owner fails to pay any assessment, including his or her share of the power supplied to the well system, which becomes due under this Agreement, such delinquency shall be secured by a lien against the property of the defaulting owner and shall bear interest at the rate of 12% per annum from the date assessed until the date paid. Such lien shall constitute a first and prior lien on the parcel; provided, however, that such lien shall be subordinate to any prior recorded mortgage/deed of trust encumbering the parcel. Notice of such lien may be recorded in the Yakima County Auditor's office by the non-defaulting property owner(s) and may be foreclosed upon in the same manner as is provided for the foreclosure of real estate mortgages under the laws of the State of Washington. Such lien shall additionally include any reasonable attorney's fees and recording costs incurred in connection with the preparation and recording of such notice.
- 4.2. If a property owner, including his/her tenant, guest, contractor or other invitee or licensee, should violate the restrictive covenants or other obligations created by this Agreement and does not cease or cure such violation promptly after being requested to do so, an action to enjoin such violation and/or for damages may be commenced in the Yakima County Superior Court, and the prevailing party or parties in such action shall be

entitled to recover his/her reasonable attorney's fees and litigation costs, in addition to other costs allowed by law.


5. Amendment or Termination. This Agreement may be amended or terminated only upon the mutual written agreement of the owners of the properties, which amendment shall be recorded in the Yakima County Auditor's office.

6. Lack of Warranty. At no time does The Estate of David Trepanier or its Co-Personal Representatives, Joe Nels Trepanier and Tom Trepanier, make any warranty or representation regarding the availability of water through the system, the quantity of water or quality of water. The Estate of David Trepanier enters into this Agreement only to establish the rights and obligations of the current owners and any successors in interest hereto related to rights of access, obligations of repair and maintenance.

7. Binding Effect. This Agreement shall be binding upon the parties hereto, including their heirs, personal representatives, successors and assigns.


IN WITNESS WHEREOF, the undersigned have signed their names on the dates written below.

4/10/25
Date



JOE NELS TREPANIER, PERSONAL
REPRESENTATIVE FOR THE ESTATE
OF DAVID TREPANIER

4/10/25
Date



TOM TREPANIER, PERSONAL
REPRESENTATIVE FOR THE ESTATE
OF DAVID TREPANIER

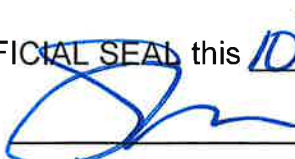
[NOTARY BLOCKS ON FOLLOWING PAGE]

STATE OF WASHINGTON)
) ss.
County of Yakima)

On this day personally appeared before me JOSEPH TREPANIER to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of April, 2025.





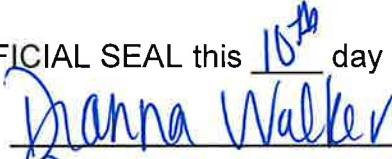
Shelby F. Fitterer
(Print Name)
Notary Public in and for the State
of Washington, residing in Yakima
My Commission Expires: 1/6/29

STATE OF WASHINGTON)
) ss.
County of Yakima)

On this day personally appeared before me TOM TREPANIER to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of April, 2025.





Dianna Walker
(Print Name)
Notary Public in and for the State
of Washington, residing in Missel
My Commission Expires: 5/19/2028

EXHIBIT A



**PIONEER NATIONAL
TITLE INSURANCE**

ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Halverson, Applegate & McDonald

P.O. Box 528

Yakima, Washington 98907

9/11/77

YAKIMA COUNTY,

THIS SPACE RESERVED FOR RECORDER'S USE.

DEC 5 4 50 PM '77

C.W. HATFIELD
AUDITOR

REVENUE STAMPS

2485186

Quit Claim Deed

THE GRANTOR CHARLOTTE TREPANIER, a married woman,

for and in consideration of One Dollar

conveys and quit claims to DAVE EDWARD TREPANIER, a single person,
her undivided 1/2 marital community interest in
the following described real estate, situated in the County of YAKIMA

State of Washington including any interest therein which grantor may hereafter acquire:

Beginning at the center of Section 22, Township 14 N., Range 17, E.W.M.;
thence E 147 feet to the intersection of the Westerly right of way line
of the Tieton Canal; thence S 45°42' E 469 feet; thence S 21°40' W 113
feet; thence S 28° E to a point 450 feet due S of the N line of the E
and W center line of said Section 22; thence W and parallel to and 450
feet S of said center line to an intersection with the Easterly right
of way of the County Road; thence Northwesterly along the Easterly
right of way line of said County Road to the E and W center line of
said Section 22; thence E along said center line to the point of
beginning;

EXCEPT beginning at the NE corner of the SW 1/4 of Section 22, Township
14 N., Range 17, E.W.M.; thence S along the E line of said subdivision
450 feet; thence W to the E line of the County Road, which is the true
point of beginning; thence E 320 feet; thence N 100 feet; thence W to the
E line of the County Road; thence Southeasterly to the true point of
beginning; (Parcel No. 171422-31001)

TOGETHER WITH all water and water rights thereunto pertaining.

TOGETHER WITH all appurtenances belonging thereto.

Dated this 28th day of November, 1977.

EDWARD J. TREPANIER, husband
of Charlotte Trepazier does
hereby consent to this conveyance:

Edward J. Trepazier
STATE OF WASHINGTON,
County of Yakima

Charlotte Trepazier (SEAL)

(SEAL)

On this day personally appeared before me CHARLOTTE TREPANIER

to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that she signed the same as her free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of November, 1977.

Notary Public in and for the State of Washington,
residing at Yakima

OFFICIAL RECORD

Vol. 1014 2505

EXHIBIT B

2818718

DEC 23 1987
YAKIMA COUNTY
WASH
FILED BY
HALVERSON & APPLGATE
DEC 23 12 00 PM '87
BETTIE L. HAM
AUDITOR

2818718

B

QUIT CLAIM DEED

The Grantors, EDWARD J. TREPANIER and PAULINE TREPANIER, husband and wife, for and in consideration of One Dollar, convey and quit claim to DAVE EDWARD TREPANIER, a single person, the following described real estate, situated in the County of YAKIMA, State of Washington, together with all after acquired title of the grantor therein:

An undivided one-half interest in the following:

Lots 1, 2, 3, and 4, Short Plat 85-159, recorded under Auditor's File No. 2739857, records of Yakima County, Washington. (Parcel Nos. 171422-31404-6, 31405-3, 42406-8, 42407-6)

TOGETHER WITH all appurtenances belonging thereto.

DATED this 22 day of December, 1987.

Edward J. Trepazier
EDWARD J. TREPANIER
Pauline Trepazier
PAULINE TREPANIER

COUNTY EXCISE TAX
DATE 12-23-87
PAID \$ 2.00
REC. NO. 229520
DALE A. GRAY, Yakima County Treasurer

STATE OF WASHINGTON)
 : ss.
County of Yakima)

I certify that I know or have satisfactory evidence that EDWARD J. TREPANIER and PAULINE TREPANIER signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 22, 1987.

M. Halverson
NOTARY PUBLIC
Residing at Yakima
My appointment expires 2/21/93



547
Return to:
LAW OFFICES OF
HALVERSON & APPLGATE, P.S.
311 NORTH FOURTH STREET - P. O. Box 526
YAKIMA, WASHINGTON 98907-0526
PHONE 573-6611

OFFICIAL RECORDS

VOL 1227 1679

EXHIBIT C

When recorded, please return to:
Marcus J. Fry
P.O. Box 1689
Yakima WA 98907

C

YAKIMA COUNTY	REAL ESTATE EXCISE TAX		WASHINGTON
	PAID		
	AMT	<u>None</u>	
	DATE	<u>NOV 29 2006</u>	
	AFF	<u>388782</u>	
BY <u>Ilene Thomson</u>			
ILENE THOMSON, TREASURER			

Title of Instrument: Quit Claim Deed

Reference Number(s) of Documents Assigned or Released: N/A

Grantor(s): Joe Nels and Deeann Trepanier, husband and wife, and Joe Nels Trepanier, Personal Representative of the Estate of Edward J. Trepanier

Grantee(s): Dave E. Trepanier, a single person, as his separate estate

Abbreviated Legal Description: Lots 1 through 4 of Short Plat 85-158, recorded under Auditor's File No. 2739856; Lots 1 through 3 of Short Plat 83-152, recorded under Auditor's File No. 2685201; Lots 3 and 4 of Short Plat 85-215, recorded under Auditor's File No. 2742904; full legal descriptions on Page 2

Assessor's Property Tax Parcel/Account Numbers: 171422-31401, 31402, 31403, 42404; 171422-24405, 24406 and 24407; 171422-13402, -13403

QUIT CLAIM DEED

Recital: Edward J. Trepanier died testate on December 20, 2000 and his Last Will and Testament, executed by him on November 8, 1999, was filed for probate in Yakima County Superior Court Cause No. 01-4-00045-1. Pursuant to the Last Will and Testament of Edward J. Trepanier, Joe N. Trepanier and Dave E. Trepanier were bequeathed specific items of his estate and were also given the residuary of his estate to split fifty-five percent and forty-five percent respectively. The assets of the residuary estate consisted mainly of real property and mobile homes, which cannot be easily divided. This being the case, Joe N. Trepanier and Dave E. Trepanier entered into an Agreement under THE TRUST AND ESTATE DISPUTE RESOLUTION ACT ("TEDRA"), RCW Chapter 11.96A, on October 26, 2006, which Agreement was filed in Yakima County Superior Court under the above-referenced cause number and which has the same effect as a court order under TEDRA. Pursuant to said Agreement, in order for the parties to obtain an estate distribution which they believe is consistent with the terms of the Last Will and Testament of Edward J. Trepanier, it was necessary for each of the parties to utilize some of his own property to equalize the distribution from the estate, which is the reason why Deeann Trepanier, the spouse of Joe N. Trepanier, is also made a party to this conveyance of property.

QUIT CLAIM DEED - 1
7999-01\me\trepanier joe\general\deeds\QCD TO DAVE

Law Offices
LYON WEIGAND & GUSTAFSON PS
Lyon Law Offices - 222 North Third Street
P.O. Box 1689
Yakima, Washington 98907
Telephone (509) 248-7220
Fax (509) 575-1883



LYON LAW OFFICE

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\$35.00

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Yakima Co, WA

Grantors, JOE NELS TREPANIER and DEEANN TREPANIER, husband and wife, and JOE NELS TREPANIER, as the Personal Representative of the Estate of EDWARD J. TREPANIER, Deceased, in Yakima County, Washington, Superior Court Cause No. 01-4-00045-1, authorized by court order granting nonintervention powers to Joe N. Trepanier, as Personal Representative entered on June 13, 2002, to settle said estate without the intervention of any court, in consideration of settlement of the estate and pursuant to the Agreement under TEDRA dated October 26, 2006, do convey and quit claim to Grantee, DAVE E. TREPANIER, a single person, as his separate estate, any and all interest that the Grantors may own, possess, or otherwise be entitled to, together with all after acquired title of the Grantors, in the following described real estate situated in the County of Yakima, State of Washington:

**Lots 1, 2, 3, & 4, of Short Plat No. 85-158, recorded under Auditor's File No. 2739856, records of Yakima County, Washington.
Assessor's Parcel Nos. 171422-31401, -31402, -31403, -42404**

**Lots 1, 2 and 3, of Short Plat filed in Book 83 of Short Plat, Page 152, under Auditor's File Number 2685201, records of Yakima County, Washington.
Assessor's Parcel Nos. 171422-24405, -24406 & -24407**

**Lots 3 and 4, of Short Plat 85-215, recorded under Auditor's File No. 2742904, records of Yakima County, Washington.
Assessor's Parcel Nos. 171422-13402, -13403.**

TOGETHER WITH all water rights and appurtenances, including after acquired title, if any, thereunto belonging.

SUBJECT TO all pending and future litigation adjudicating and determining ground and surface waters in any water drainage basin of which the property is a part.

SUBJECT TO rights reserved in federal patents, state or railroad deeds; building or use restrictions general to the area; zoning regulations; all rights of way, easements, reservations, restrictions, agreements, covenants and conditions appearing in the record of title or apparent on inspection of said premises and/or plat.

DATED this 20th day of November, 2006.

QUIT CLAIM DEED - 2
7999-01\me\trepanier joel\general\deeds\QCD TO DAVE

Law Offices
LYON WEIGAND & GUSTAFSON PS
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Yakima, Washington 98907
Telephone (509) 248-7220
Fax (509) 575-1883



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Yakima Co, WA

Joe Nels Trepanier
JOE NELS TREPANIER, as Personal
Representative of the Estate of EDWARD
J. TREPANIER, Deceased

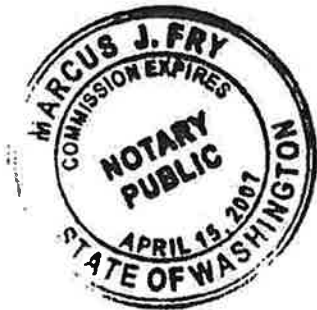
Joe Nels Trepanier
JOE NELS TREPANIER

Dee Ann Trepanier
DEEANN TREPANIER

STATE OF WASHINGTON)
County of Yakima) ss.

On this day personally appeared before me JOE NELS TREPANIER and DEEANN TREPANIER, husband and wife,, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 20th day of
November, 2006.



Marcus J. Fry
MARCUS J. FRY
(Print Name)
Notary Public in and for the State
of Washington, residing in Yakima
My Commission Expires: 4/15/2007

QUIT CLAIM DEED - 3
7999-01\me\trepanier joe\general\deeds\QCD TO DAVE

Law Offices
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Page: 3 of 4
11/29/2006 04:09P
Yakima Co, WA

STATE OF WASHINGTON)

) ss.

County of Yakima)

On this 20th day of November, 2006, before me personally appeared JOE NELS TREPANIER, to me known to be the person who signed as Personal Representative of the Estate of EDWARD J. TREPANIER, Deceased, and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute said instrument as Personal Representative of said estate.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



MARCUS S. FRY

Print name

Notary Public in and for the State of

Washington, residing at Yakima

My appointment expires 4/15/2007

QUIT CLAIM DEED - 4

7999-01\me\trepnier joel\general\deeds\QCD TO DAVE

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Fax (509) 576-1883



LYON LAW OFFICE

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Yakima Co, WA