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BOOK 119 PAGE 295
FILED RECORD
BY *Russell Grattan*

**AGREEMENT ALLOCATING RIGHTS
TO USE CERTAIN WATERS
AND AGREEMENT AND EASEMENT
FOR MAINTENANCE AND REPAIR OF WATER SYSTEM**

JUN 6 1990
J. Grattan

This Agreement is made June 5, 1990, between **GEORGE GARDNER** and **GEORGINE GARDNER**, husband and wife, hereinafter referred to as GRANTOR, and **RUSSELL J. GRATTAN** and **JEANNETTE M. ELLIS**, husband and wife, hereinafter sometimes referred to as GRANTEE.

Recitals

1. GRANTOR is the owner of the following described two Parcels of real estate, situated in the County of Skamania, State of Washington:

PARCEL 1:

Lot 1, BEARD SHORT PLAT, in the SE quarter of the NW quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, according to the Short Plat thereof, recorded in Book 2, page 146, Skamania County Short Plat Records.

Parcel 1 contains a water well currently serving Parcel 1.

PARCEL 2:

Lot 2, BEARD SHORT PLAT, in the SE quarter of the NW quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

2. Grantee is the owner of the following described real estate, situated in the County of Skamania, State of Washington:

Tract 1 of Sunshine Acres, as per Plat thereof, recorded in Book "A" of Plats, page 45, Records of Skamania County, Washington;

hereinafter referred to as Parcel 3.

3. It is the intent of the parties hereto to allocate the water in the water well on Parcel 1 among Parcels 1, 2, and 3, and provide for the construction, operation, maintenance and repair of the water system necessary to serve the three described parcels of land, as well as granting easements across Parcel 1 from Parcels 2 and 3, over the shortest distance to the well

AGREEMENT ALLOCATING RIGHTS TO USE CERTAIN WATERS AND AGREEMENT AND EASEMENT FOR MAINTENANCE AND REPAIR OF WATER SYSTEM - 1

WILMA J. CONNOR
TREASURER OF SKAMANIA COUNTY

1-5-11-2200
1-5-11-2-302-301

Registered
Indexed
Filed 6-14-90
Noted

located thereon.

4. The parties desire to share equally the costs, expenses and labor of operating, maintaining and repairing the above-described water system to carry out the obligations set forth herein for so long as their respective parcels of real estate shall receive the benefit of water supplied by said water system.

For good and valuable consideration, the parties hereby agree as follows:

SECTION ONE
Allocation of Water

Grantor hereby grants to each Grantee (Parcel 3) and Parcel 2, and reserves to Parcel 1, the right to use one-third of the available water in the well located on Parcel 1. This conveyance of water rights is intended to be appurtenant to and run with the Parcels of land described herein.

SECTION TWO
Costs, Expenses and Labor to be Shared Equally

The parties agree to share equally the costs, expenses and labor associated with operating, maintaining and repairing the above-described water system upon their connection to the water system. For example, the owner of Parcel 1 shall bear all of the costs and expenses described hereunder until either Parcel 2 or Parcel 3 connect to the system. When either Parcel 2 or Parcel 3 connect to the system, the owner thereof shall be liable for one-half of the expenses. When all three Parcels are connected, the owner of each Parcel shall be liable for one-third of the expenses.

SECTION THREE
Construction Costs

The owner of each Parcel described hereunder shall bear their own costs associated with the construction of that part of the water system necessary to provide their own Parcel with water.

SECTION FOUR
Maintenance and Repairs Defined

The maintenance and repairs to be undertaken and performed under this agreement shall include keeping the well, water lines, holding tank (if any) pump house (if any) and any other necessary appurtenances to the water system, clean and in proper working

order, protecting the holding tank from damage due to flooding and deterioration, protecting the water line from damage, repairing leaks, keeping the pump house, if any, neat, clean and well-painted, and all such other things as may be necessary to ensure a clean, safe and reliable source of water for domestic purposes.

SECTION FIVE
Personal Injury and Property Damage Liability

Any liability of the parties for personal injury to any workman employed to make repairs under this agreement, or to any third party, or for damage to the property of such person, as a result of or arising out of repairs and maintenance under this agreement, shall be borne as between the parties proportionately, measured by their respective shares of water use as allocated and established in Section One hereof.

SECTION SIX
Semi-Annual Meetings

The type of maintenance required and the method of collection and disbursement of funds shall be determined at meetings of owner(s) of Parcel No. 1 owner(s) of Parcel No. 2, and owner(s) of Parcel No. 3 which shall be held not less frequently than semi-annually, at such reasonable time and place as shall be determined by them.

SECTION SEVEN
Duration of Agreement

There shall be no time limit for either Parcel 2 or Parcel 3 to connect to the water system. Only those parties using the water system shall be obligated to abide by the terms and conditions of this agreement. This agreement shall remain in full force and effect in perpetuity unless an owner of one of the Parcels described herein forfeits, in writing, a share of the water granted hereunder.

SECTION EIGHT
Agreement to Run with the Land

This agreement shall run with the land, and the rights, duties and obligations hereunder shall inure to the benefit of, and constitute a burden on, the heirs, successors and assigns of the parties hereto.

Water Decrease

There is currently sufficient water in the well to adequately serve the three parcels described herein. In the event that the water supply in the well decreases to the point where there is less than 5 gallons of water per minute available for domestic purposes for each piece of property, the Parcels served shall have priority to the water in the following order: Parcel 1 shall have first priority, Parcel 3 shall have second priority, and Parcel 2 shall have third priority.

SECTION TEN
Easement

Grantor hereby further grants to Parcel 2 and Parcel 3 easements for the purpose of ingress and egress to and from the well located on Parcel 1, which easements shall be used for the construction, maintenance and repair of the water system. Said easements shall be defined as being 10 feet wide, and shall traverse the least intrusive and shortest possible distance over Parcel 1 to each of the respective Parcels.

In Witness whereof, the parties hereto have signed this agreement the date first above written.


GEORGE GARDNER


RUSSELL J. GRATTAN


GEORGINE GARDNER


JEANNETTE M. ELLIS

STATE OF WASHINGTON)
County of CLARK) ss

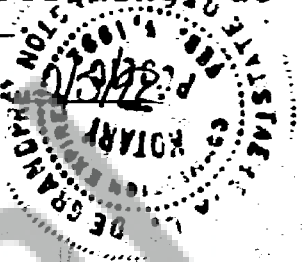
On this day personally appeared before me GEORGE GARDNER and GEORGINE GARDNER, husband and wife, known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes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

AGREEMENT ALLOCATING RIGHTS TO USE CERTAIN WATERS AND AGREEMENT
AND EASEMENT FOR MAINTENANCE AND REPAIR OF WATER SYSTEM - 4

Given under my hand and official seal this 5th day of June, 1990.

Theresa L. DeWandor
Notary Public in and for the State
of Washington, residing at
Vancouver

My commission expires: 5/31/92



STATE OF WASHINGTON)
County of CLARK) ss

On this day personally appeared before me RUSSELL J. GRATTAN and JEANNETTE M. ELLIS, husband and wife, 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.

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