

COMMUNITY WELL AGREEMENT AND EASEMENTS

This COMMUNITY WELL AGREEMENT AND EASEMENTS executed this date between TOM D. HARRIS and RUBY A. HARRIS, husband and wife, and DURWOOD KENNEDY and LOIS KENNEDY, husband and wife, hereinafter referred to as "Harris-Kennedy"; DAN E. ROSENSTIEL and EVELYN M. ROSENSTIEL, husband and wife, hereinafter referred to as "Rosenstiel"; ROGER MALFAIT and LORETTA MALFAIT, husband and wife, hereinafter referred to as "Malfait"; MARIAN HART WATSON and ROBERT WATSON, wife and husband, and FRANK E. HART and KATHERINE A. HART, husband and wife, hereinafter referred to as "Watson-Hart",

W I T N E S S E T H :

WHEREAS, the above named parties are the owners of the following described parcels located within WASHOUGAL SUMMER HOME TRACTS, according to the plat thereof recorded in Book "A" of Plats, page 78, records of and situated in Skamania County, Washington, to-wit:

HARRIS-KENNEDY PARCEL:

Lots 15, 16 and the West one-half (1/2) of Lot 17.

ROSENSTIEL PARCEL:

The East one-half (1/2) of Lot 13 and the West three-fourths (3/4) of Lot 14, EXCEPT therefrom the following described parcel:

BEGINNING at a point on the Easterly line of the above described tract a distance Southeasterly 50 feet from the Northeast corner thereof; thence in a Southerly direction to a point on the Southerly line of said tract which is 90 feet distance from the Southwest corner thereof; thence Easterly along the South line of said tract to the Southeast corner thereof; thence in a Northwesterly direction to the point of beginning of said excepted tract.

MALFAIT PARCEL:

The East one-fourth (1/4) of Lot 14 and that portion of the West three-fourths (3/4) of Lot 14 lying Easterly of a line described as follows: BEGINNING at the Northeast corner of the West three-fourths (3/4) of said Lot 14; thence South along the East line of the West three-fourths (3/4) of said lot a distance of 50 feet; thence Southerly to a point on the Southerly line of said lot that is 90 feet distance from the Southwest corner of the East half of Lot 13 of said subdivision and the terminus of said line.

WATSON-HART PARCEL:

Lot 12 and the West one-half (1/2) of Lot 13.

WHEREAS, pursuant to the terms of a Well Drilling Agreement bearing date of August 23, 1982, the parties have caused a well to be drilled and the necessary pump, piping and electrical services to be installed to pump and distribute the water from said well to the above described parcels, and which well as finally drilled and installed is located on the Rosenstiel parcel as above described at a point approximately 3 feet East and 100 feet South of the Northwest corner of said Rosenstiel parcel, and

WHEREAS, the parties desire to provide herein regarding their rights and obligations concerning said well and water distribution, and to the waters therefrom and the easements required in connection with the same,

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree as follows:

1. That said well has been drilled and the water distribution system installed as aforesaid for the purpose of furnishing the reasonable domestic water requirements for one single-family residence on each of the aforesaid Rosenstiel, Malfait and Watson-Hart parcels, and for two such single-family residences on the above described Harris-Kennedy parcel, to a total of five such residences. It is acknowledged that the owners of said parcels have each contributed one-fifth (1/5) of the expenses for the drilling of said well and the installation of the water distribution system, except that the owners of said Harris-Kennedy parcel have contributed two-fifths (2/5) of such expense. The parties shall be deemed the owners of said well and system in said proportions.

2. Each party is granted and is entitled to take and use water from said well and system for the reasonable domestic requirements of the aforesaid single-family residences located or to be located on the above described parcels as aforesaid, it being the

intent of the foregoing that the parties will mutually share the water produced from said well in proportion to the residences on said parcels as aforesaid. If the waters produced by said well shall at any time be insufficient for such domestic requirements, then any reduction in water consumption shall likewise be in such proportion.

3. The parties will share in the expense for the day-to-day maintenance and operation of said well and water system, including the electrical energy for the pump in proportion to the number of residences connected to the system from time to time. Any major maintenance or replacements concerning the well, its pump and distribution system, shall be shared by all parties in proportion to their respective ownership of the well and system. Each party covenants to promptly and seasonably pay his portion of such expenses, and in event of default in the payment of the same such water service shall be subject to suspension until any such payments are current. The well and water distribution system will be operated in compliance with the applicable laws and regulations pertaining to the same, including periodic inspections and testing of the quality of the water, the expense for which will be deemed day-to-day operating expenses as aforesaid. The parties will select one of their number from time to time to act as the manager of the day-to-day operation of the system. Decisions concerning the affairs of the system shall be determined by the vote of the parties, each such residence site having one such vote. No party hereto by the execution of this document assumes any responsibility to any other party concerning the quality or quantity of the water produced from said well and water distribution system.

4. To effect the terms of this agreement Rosenstiel hereby grants to Harris-Kennedy, Malfait and Watson-Hart an easement in, on and across said Rosenstiel parcel as above described to

lay and maintain a water pipeline in the present location of the same running from the well on said Rosenstiel tract to the parcels of Harris-Kennedy, Malfait and Watson-Hart as above described, together with the right to enter upon said Rosenstiel parcel at reasonable times for the maintenance of said pipeline, well and its equipment and accessories.

5. Malfait does hereby grant to Harris-Kennedy an easement in, on and across said Malfait parcel to lay and maintain a water pipeline in the present location of the same running from the aforesaid well across the Malfait parcel to the parcel of Harris-Kennedy as above described, together with the right to enter thereon at reasonable times for the maintenance of the same.

6. It is understood that the parties are required to keep the water supplied from said well free from impurities which may be injurious to public health, and that certain practices as hereinafter enumerated in the use of the land surrounding said well must be prevented which could or may contaminate said water supply.

NOW THEREFORE, to assure the foregoing Rosenstiel and Watson-Hart, being the owners in fee simple of the real property within 100 feet of said well, do hereby covenant and agree that they, their heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon their said parcels as hereinabove described and within one hundred (100) feet of said well, so long as the same is operated to furnish water for public consumption as herein provided, any potential source of contamination, such as cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig pens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquids or dry chemicals, herbicides or insecticides.

7. The rights, privileges and obligations as herein provided and pertaining to said well, water distribution system and

easements for the same, and including the covenants of the foregoing paragraph concerning contamination and use of said property within one hundred (100) feet of said well, shall be appurtenant to and covenants running with the parcels herein described, and the same shall be binding on all parties having or acquiring any right, title or interest in the parcels hereinabove described, or any part thereof, and shall inure to the benefit of each owner thereof. No further rights or privileges concerning said well and water system shall be granted for the use or benefit of any other properties except as herein described, except with the further mutual agreement of the parties herein, or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this instrument this 27th day of September, 1982.

Tom D. Harris
Tom D. Harris

Ruby A. Harris
Ruby A. Harris

Dan E. Rosenstiel
Dan E. Rosenstiel

Evelyn M. Rosenstiel
Evelyn M. Rosenstiel

Marian Hart Watson
Marian Hart Watson

Robert Watson
Robert Watson

Durwood Kennedy
Durwood Kennedy

Lois Kennedy
Lois Kennedy

Roger Malfait
Roger Malfait

Loretta Malfait
Loretta Malfait

Frank E. Hart
Frank E. Hart

Katherine A. Hart
Katherine A. Hart

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me TOM D. HARRIS, RUBY A. HARRIS, DURWOOD KENNEDY, LOIS KENNEDY, DAN E. ROSENSTIEL, EVELYN M. ROSENSTIEL, ROGER MALFAIT, LORETTA MALFAIT, MARIAN HART WATSON, ROBERT WATSON, FRANK E. HART and KATHERINE A. HART, 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 27th day of September, 1982.

MILLER & LAHMANN
ATTORNEYS AT LAW
335 N E 5TH AVE
CAMAS, WASHINGTON 98607
AREA CODE 206 - TELEPHONE 634-3502



Jefferson D. Quinn
Notary Public in and for the State of Washington, residing at Camas.

STATE OF OREGON)
) ss.
County of Multnomah)

On this day personally appeared before me FRANK E. HART and KATHERINE A. HART, 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 27th day of September, 1982.

Arline Orkney
Notary Public in and for the State
of Oregon,
Residing at Portland Oregon
My Commission Expires: My Commission Expires April 23, 1984



STATE OF WASHINGTON)
) ss.
County of Yakima)

On this day personally appeared before me MARIAN HART WATSON and ROBERT WATSON, 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 4th day of October, 1982.

Betty H. Harker
Notary Public in and for the State
of Washington,
Residing at Yakima
My Commission Expires: 2-15-86



No. **8956**
TREASURY OF EXCISE TAX
OCT 28 1982
Amount Paid Exempt
Skamania County Treasurer
By William J. Carmichael