

107666

**AGREEMENT ALLOCATING RIGHTS
TO USE CERTAIN WATERS
AND**

FOR MAINTENANCE AND REPAIR OF WATER SYSTEM

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TITLE

Aug 17 2 03 PM '89

ASSISTANT

GARY H. OLSON

Agreement made June 19, 1989, between THE MAY FAMILY TRUST, hereinafter sometimes referred to as "First Party", DANIEL L. HUNTINGTON and STEPHANIE HUNTINGTON, husband and wife, hereinafter sometimes referred to as "Second Party", and NINA MICHAELS, a single woman, hereinafter sometimes referred to as "Third Party".

Recitals

1. First Party is the owner of the following described real estate, situated in the County of Skamania, State of Washington:

A tract of land located in Government Lots 1 and 2 of Section 11, Township 1 North, Range 5, East of the Willamette Meridian, described as follows:

BEGINNING at a point on the west line of said Government Lot 2 North 8.40 chains from the southwest corner of said Government Lot 2, said point being heretofore described as the Northwest corner of the A.F. Workan claim; thence due West to the west line of said Section 11; thence North along said west line to intersection with the southerly right of way line of State Road 14; thence following the southerly right of way line of said State Road 14 to a point 15 rods east of the east line of said Government Lot 1; thence due south to center of Duval Creek; thence following the center of said creek easterly and southerly to intersection with the northerly right of way line of the S.P. and S. Railway Co.; thence following the northerly line of said railroad right of way to the West line of said Government Lot 2; thence North to point of beginning.

SUBJECT to easements and restrictions of record.

2. First Party, pursuant to Certificate No. G2-26090C, issued by the State of Washington, Department of Ecology, has acquired the right to the use of public waters of the State of Washington. A copy of Certificate No. G2-26090C is attached hereto as Exhibit "A" and incorporated as though fully set forth.

3. First Party desires to convey to Second Party the following described portion of the property on which the water referred to in Paragraph 2 hereof is to be used, and Second Party desires to acquire from First Party said property:

A parcel of land located in Government Lots 1 and 2 in the Northwest quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington described as:

Lot 2 of the J. May Short Plat No. 1 as recorded in Book 3 of Short Plats on page 39 Skamania County Records.

Registered
Indexed
Filed
Mar

8/18/89

Said property is hereinafter sometimes referred to as "Parcel 1".

4. First Party desires to convey to Third Party the following described portion of the property on which water referred to in Paragraph 2 hereof is to be used, and Third Party desires to acquire from First Party said property:

A parcel of land located In Government Lot 2 in the Northwest quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington described as:

Lot 3 of the J. May Short Plat No. 1 as recorded in Book 3 of Short Plats on page 39 of Skamania County Records.

Said property is hereinafter sometimes referred to as "Parcel 2"

5. There is located on Parcel 1 a private water system which supplies water appropriated pursuant to the certificate referred to in Paragraph 2 hereof to both Parcel 1 and Parcel 2.

6. Said water system is located approximately as indicated on that certain drawing attached hereto as Exhibit "B", the same being incorporated herein as though fully set forth.

7. The parties desire to allocate the use of the water appropriated pursuant to Certificate No. G2-26090C so that the owner of Parcel No. 1 shall be entitled to a maximum of fifteen (15) gallons per minute, or 4.5 acre feet per year, whichever is greater, and the owner of Parcel No. 2 shall be entitled to a maximum of five (5) gallons per minute or a maximum of 1.5 acre foot per year, whichever is greater.

8. The parties desire to share ~~equally~~ the costs, expenses and labor of maintaining and repairing the above-described water system and to bind themselves, their heirs, successors and assigns 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. ^{J.R.M.} ^{see below **} ^{Am} ~~** proportionately measured by their~~ respective shares of water use as allocated and established in Section One.

Now, therefore, the parties agree as follows:

SECTION ONE Allocation of Water

The parties agree that water appropriated pursuant to Certificate No. G2-26090C shall be allocated between them as follows:

The owner of Parcel No. 1 shall be entitled to a maximum of fifteen (15) gallons per minute, or 4.5 acre feet per year, whichever is greater, and the owner Parcel No. 2 shall be entitled to a maximum of five (5) gallons per minute or a maximum of 1.5 acre foot per year, whichever is greater.

SECTION TWO Costs, Expenses and Labor to be Shared Equally

The parties agree to share proportionately, measured by their respective shares of water use as allocated and established in Section One hereof, the costs, expenses and labor associated with maintaining and repairing the above-described water system.

SECTION THREE
Maintenance and Repairs Defined

The maintenance and repairs to be undertaken and performed under this agreement shall include keeping the well, water line, holding tank and pumphouse 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 pumphouse 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 FOUR
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 FIVE
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 and owner(s) of Parcel No. 2 not less frequently than semi-annually, to be held at such reasonable time and place as shall be determined by them.

SECTION SIX
Duration of Agreement

This agreement shall remain in full force and effect for so long as both Parcel 1 and Parcel 2 receive the benefit of water from the above-described water system. At such time as the owner or owners of either Parcel 1 or Parcel 2, or both, shall terminate the use of water to the parcel or parcels owned by them or her, this agreement shall terminate and be of no further force or effect. Thereafter, the owner of the property which continues to be served by said water system shall have sole responsibility for the maintenance and repair thereof.

SECTION SEVEN
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.

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

FIRST PARTY:

James R. May, Trustee
JAMES R. MAY

Joan D. May, Trustee
JOAN D. MAY

SECOND PARTY:

Daniel L. Huntington
DANIEL L. HUNTINGTON

Stephanie Huntington
STEPHANIE HUNTINGTON

THIRD PARTY:

Nina Michaels
NINA MICHAELS

STATE OF WASHINGTON)
County of CLARK) ss

On this day personally appeared before me JAMES R. MAY and JOAN D. MAY, husband and wife, 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 19th day of June, 1989.

Cheryl A. Glad
Notary Public in and for
the State of Washington
residing at Battle Ground
Commission expires 2/1/90

STATE OF WASHINGTON)
County of CLARK) ss

On this day personally appeared before me DANIEL L. HUNTINGTON and STEPHANIE HUNTINGTON, husband and wife, 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 16th day of August, 1989.

Cheryl A. Glad
Notary Public in and for
the State of Washington
residing at Battle Ground
Commission expires 2/1/90

STATE OF WASHINGTON)
County of CLARK) ss

On this day personally appeared before me NINA MICHAELS, a single woman, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged they 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 10th day of June, 1989.

Cheryl A. Glad
Notary Public in and for
the State of Washington
residing at Battle Ground
Commission expires 2/1/90

TO PORTLAND
APPROX - 35 MILES

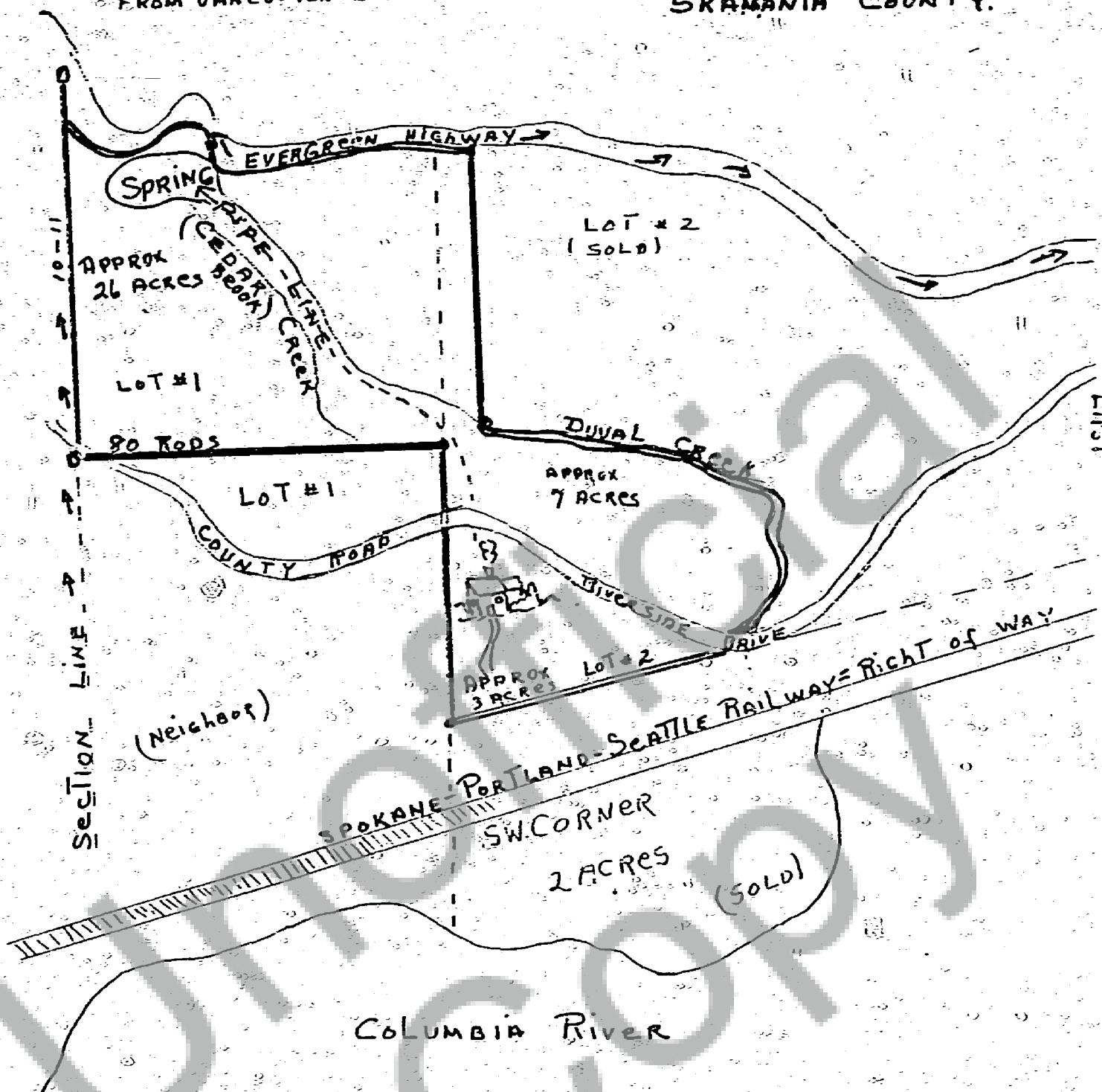
EXHIBIT "B"

BOOK 115 PAGE 522

NORTH

MILE POST #27
FROM VANCOUVER BRIDGE

SKAMANIA COUNTY.



HELEN K STEWART
WASHOUGAL
WASHINGTON 98671

TAXES FOR 1970 - \$169.94
ON 35 ACRES

SOUTH

EXHIBIT "A"
STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

BOOK 115 PAGE 523

CERTIFICATE OF WATER RIGHT

- ☐ Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)
- ☒ Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1945, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
February 17, 1982	G 2-26090	G 2-26030 P	G 2-26090 C

NAME	ADDRESS (STREET)	(CITY)	(STATE)	(ZIP CODE)
JAMES R. AND JOAN D. MAY	HP 0.75 R Riverside Drive	Washougal	Washington	98671

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown.

PUBLIC WATER TO BE APPROPRIATED

SOURCE
well

TRIBUTARY OF (IF SURFACE WATERS)

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE	MAXIMUM ACRE-FEET PER YEAR
	20	6

QUANTITY, TYPE OF USE, PERIOD OF USE
6 acre-feet per year group domestic supply continuously

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION-WITHDRAWAL
1450 feet east and 400 feet north of the West Quarter corner of Section 11.

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.S.I.A.	COUNTY
Government Lot 2	11	1	5 E	28	Skamania

RECORDED PLATTED PROPERTY

LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

A tract of land located in Government Lots 1 and 2 of Section 11, T. 1 N., R. 5 E.W.M., described as follows:
Beginning at a point on the west line of said Government Lot 2 north 8.40 chains from the southwest corner of said Government Lot 2, said point being heretofore described as the northwest corner of the A.F. Workan claim; thence due west to the west line of said Section 11, thence north along said west line to intersection with the southerly right of way line of State Road 14; thence following the southerly right of way line of said State Road 14 to a point 15 rods east of the east line of said Government Lot 1; thence due south to center of Duval Creek; thence following the center of said creek easterly and southerly to intersection with the northerly right of way line of the S.P. and S. Railway Co.; thence following the northerly line of said railroad right of way to the west line of said Government Lot 2; thence north to point of beginning.
Subject to easements and restrictions of record.



1-8-85

PROVISIONS

98742

The access port shall be maintained at all times on the well (s). BOOK 115 PAGE 524

STATE OF WASHINGTON)
COUNTY OF SPOKANE)

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF _____

Dept. of Ecology
OF Olympia, WA

11:35 12:28 84

W. H. H. H. 652

Spokane Falls
E. H. H. H.

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, except as provided in RCW 90.03.380, 90.03.390, and 90.44.020.

This certificate of water right is specifically subject to relinquishment for nonuse of water as provided in RCW 90.14.180.

Given under my hand and the seal of this office at Olympia Washington, this 21st day of December, 1984.

DONALD W. HOOS, Director
Department of Ecology

Clark Haberman
Clark Haberman, Regional Manager

ENGINEERING DATA

OK

FOR COUNTY USE ONLY