

DAN HUNTINGTON
772 Rivergide Dr.
Wardner, WA
98671

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

SCR 19972
125715

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

JUL 11 1 26 PM '96

P. Johnson
AUDITOR
GARY M. OLSON

Agreement made 6/20, 1995, between Daniel and Stephanie Huntington; Paul Dembiczak; Dennis and Cathleen Kamstra; Timothy and Lisa Young; Joe Lynch and Julie Jensen; and Robin Akers and Katharine Sheehan.

Recitals

BOOK 158 PAGE 331

1. Each party is the owner of one or more tracts of land located in the Northwest Quarter of Section 11, Township 1 North, Range 5 described as follows:

Lot 1 May Short Plat No. 1	Tax Lot 401	Lynch & Jensen
Lot 3 May Short Plat No. 1	Tax Lot 402	Akers & Sheehan
Lot 1 Huntington Short Plat	Tax Lot 400	Huntington
Lot 2 Huntington Short Plat	Tax Lot 403	Huntington
Lot 3 Huntington Short Plat	Tax Lot 404	Dembiczak
Lot 1 Beverly Short Plat	Tax Lot 300	Huntington
Lot 2 Beverly Short Plat	Tax Lot 303	Young
Lot 3 Beverly Short Plat	Tax Lot 304	Kamstra

The aforelisted tracts of land will hereinafter sometimes be referred to as "The Parcels". May Short Plat No. 1 is recorded in Book 3 of Short Plats on Page 39 of Skamania County Records. Huntington Short Plat is recorded in Book 3 of Short Plats on page 222 of Skamania County Records. Beverly Short Plat is recorded in Book 3 of Short Plats on page 223.

2. Each tract of land has access to water from a certain well, hereinafter sometimes referred to as "The Well", located on Lot 1 Huntington Short Plat and shown on the map attached hereto as Exhibit "A", with additional storage in a concrete holding tank located on Lot 3 Huntington Short Plat, also shown on Exhibit "A". A prior agreement, dated August 16, 1989 and recorded in Book 115 on pages 518-524 of Skamania County Records, includes the Certificates of Water Right, certificate number G 2-26090 C.

3. Lot 1 May Short Plat No. 1, Lot 3 Huntington Short Plat, and Lots 2 & 3 Beverly Short Plat, hereinafter referred to as "Upper Lots", are further serviced by a pump house located on Lot 3 Huntington Short Plat and two pressure tanks located on Lot 1 May Short Plat No. 1.

4. The Well, holding tank, pressure tanks, pumps, pipelines and miscellaneous other hardware that exists for the distribution of water from the aforementioned well on Lot 1 Huntington Short Plat to Lots 1 & 3 of May Short Plat No. 1; Lots 1, 2 & 3 of Huntington Short Plat; and Lots 1, 2 & 3 of Beverly Short Plat are termed and constitute the "May Water System".

5. The parties desire to share the water from The Well and the services of the May Water System and to provide for this privilege to be bestowed upon their successors in ownership of The Parcels and to be passed on with ownership of the aforementioned lots.

6. The parties desire to share the costs, expenses, and labor of maintaining and repairing the May 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.

Now, therefore, the parties agree as follows:

Section One
Establishment of the May Water System

The Well, holding tank, pressure tanks, pumps, pipelines and miscellaneous other hardware that exists for the distribution of water from the aforementioned well on Lot 1 Huntington Short Plat to Lots 1 & 3 of May Short Plat No. 1; Lots 1, 2 & 3 of Huntington Short Plat; and Lots 1, 2 & 3 of Beverly Short Plat shall constitute the May Water System.

Section Two
Allocation of Water Rights

All parties shall have equal access to water for ordinary domestic household and gardening use.

Indexed, Lit
Indirect
Filed
Noted

Section Three
Allocation of Expenses

Ongoing expenses, electric bills, repairs and maintenance shall be handled by a Watermaster, to be elected as set forth below. Each subscriber to the May Water System shall make semi-annual payments, due June and December of each year, to a May Water System account, hereinafter sometimes referred to as "the Account". Each subscriber shall have the sole responsibility for all unshared water lines. All shared lines shall be maintained and repaired using funds from the Account. All parties to this agreement shall have the right to free and easy access along all easements which serve the entire system.

Semi-annual payments shall be set as follows:

Upper Lots \$85.00
Lower Lots \$35.00

The share for any lot that does not have a dwelling shall be reduced to \$20.00 semi-annually.

All funds left over after expenses shall be kept in the Account for future repairs. If the balance of the Account reaches \$5,000.00, a moratorium on semi-annual payments shall take effect until the balance falls below \$3,500.

In the event that repair expenses exceed the balance of the Account, a one-time assessment will be made to all subscribers, in the same proportion as the semi-annual payments, to cover the outstanding bills and re-establish a balance in the Account.

Section Four
Election of Watermaster

Subscribers to the May Water System shall elect the Watermaster by nomination and vote among the subscribers, one vote per lot owned. In the event that no one wishes to voluntarily take on the position of Watermaster, the Watermaster will be determined by drawing straws among the subscribers, one straw per vote, where the Watermaster from the previous year is exempt from participating. The Watermaster shall oversee repairs and maintenance and shall pay the electric bill for the pump service out of the Account. The Watermaster will provide water samples, and water test results, and perform other administrative procedures as required to retain approval for water system operation from state and local regulatory agencies. The Watermaster shall collect semi-annual payments from the subscribers and will report on expenditures to the subscribers semi-annually. The Watermaster's term of office shall last for one year, from June 1 to June 1 of the following year.

Section Five
Maintenance and Repairs Defined

The maintenance and repairs to be undertaken and performed under this agreement shall include keeping the well, water lines, holding tanks, pumps, and pump houses and other systems of the May Water System clean and in proper working order, protecting the water lines from damage, repairing leaks, keeping the pump houses neat, clean and well-painted, maintaining and mowing the grass track along the water line easement through Lot 3 of Huntington Short Plat from the pump house to the cement storage tank, and all such other things as may be necessary to ensure a clean, safe, and reliable source of water for domestic purposes.

Section Six
Responsibility for Damage

In the event that the water system is damaged by construction, landscape work, excavation, or other such activities, the responsible owner or contractor will bear the cost of repairs. In addition, the responsible owner/contractor shall immediately assure that water to the damaged section is turned off, notify all effected parties of the problem, and conduct whatever repairs are necessary to get the system back on line as soon as possible.

Section Seven
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 equally by the parties.

Section Eight

Liability of Watermaster

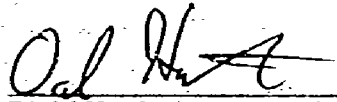
The parties are responsible for ascertaining the wholesomeness and suitability of the water they consume. The Watermaster is not held responsible or liable.


Section Nine
Annual Meetings

The parties shall meet annually, in May, to elect the Watermaster for the upcoming year, and to review the status of the water system.


Section Ten
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.

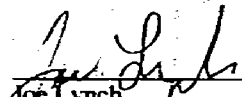

Daniel Huntington


Stephanie Huntington


Paul Dembiczak

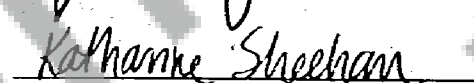

Dennis Kamstra


Cathleen Kamstra


Joe Lynch


Julie Jensen


Robin Akers


Katharine Sheehan


Timothy Young

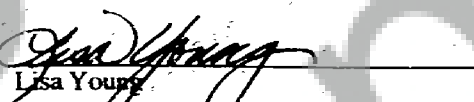

Lisa Young

Exhibit A

