

127660

BOOK 163 PAGE 632

FILED  
SKA  
Planning Dept

Mar 21 4 13 PM '97

O'Laury  
GARY E. OLSON

## RETURN ADDRESS:

Timothy N. Latimer  
102 LATIMER Rd  
Carson, WA 98610

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Well Maint Agree
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. LATIMER, Ricky
  2. LATIMER, THOMAS
  3. LATIMER, Timothy
  4. VanCamp (Smiley), Debra
- ☐ Additional Names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first, then first name and initials)

- 1.
  2. GENERAL Public, The
  - 3.
  - 4.
- ☐ Additional Names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Lots 1, 2, &amp; 3 of the Cedar Creek Short Plat

☐ Complete legal on page \_\_\_\_\_ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

- ☐ Property Tax Parcel ID is not yet assigned.
- ☐ Additional parcel #'s on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

7x 2000  
2000  
2000  
2000  
2000

WELL MAINTENANCE AGREEMENT FOR Cedar ~~PANTHER~~ CREEK SHORT PLAT

1. APPURTENANCE TO THE LAND:

This agreement shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Well rights shall be exclusively for the co-owners of the lots as listed below.

A. Each lot owner shall be entitled to one (1) vote.

2. ACKNOWLEDGEMENT OF RESPONSIBILITIES FOR WELL MAINTENANCE:

The said lot owners are responsible for the maintenance of the well located on lots 1, 2, and 3 of the Panther Creek Short Plat (Township 4 North, range 7 1/2 East Willamette Meridian, Section ) according to the records of Skamania County, Washington. The parties agree that the well will be maintained in good, working condition at all times.

A. All lots using the well for water supply to their property will share equally in the costs for maintenance, repair and/or restoration of the well, pump, or housing, regardless of lot size. If any lot is further divided and use this well for water, the new lots will pay their equal share.

B. An annual meeting shall be held in March of each year at the property (or at such time and place as set by majority vote). Each year the landowners shall:

(1) decide what maintenance, repair and/or restoration work needs to be done the coming year;

(2) decide who shall be designated to serve as Treasurer (must be a landowner) to collect and administer the funds;

(3) decide who shall be in charge of arranging for the work to be done (must be a landowner).

C. A fund shall be established for the maintenance, repair and/or restoration of the well and its accessories. Each landowner served by this well shall contribute to this fund on such dates as the majority of the landowners may decide upon at the annual meeting, but in any event, no less often than annually.



D. Funds for the maintenance, repair and/or restoration of the well shall be disbursed within thirty (30) days of billing to any provider of maintenance, repair and/or restoration service or materials by the landowner designated as Treasurer.

E. None of the parties having a right to use the well shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the well in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the other adult owners of property bound by this agreement.

F. If the well is substantially damaged by the activities of one landowner (including his employees or agents), that landowner shall be responsible for repairing the damage at its own expense.

3. NON-PAYMENT OF COSTS-REMEDIES

Any landowner who becomes delinquent in the payment of funds under this agreement for a period of thirty (30) days or more shall:

A. Contribute a late penalty of \$1.00 per day to the well maintenance fund for each day of delinquency;

B. Voting rights of members who are delinquent in paying assessments shall be suspended until the delinquent assessments have been paid.

C. After ten (10) days written notice to the landowner, any or all of the other landowners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs expended in such action;

D. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

4. DISPUTE RESOLUTION:

In the event the parties are unable to agree as to any matter covered by this agreement including specifically but not limited to the necessity for well repair or maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the Presiding Judge of the Skamania County Superior Court upon request of any party bound by

this agreement. The decision of the arbitrator shall be final and binding and not subject to appeal. the decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court.

5. SEVERABILITY:

If any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

Rickey D. Latimer, Landowner

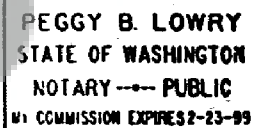
On this 11 day of oct, 1996, personally appeared before me Rickey D. Latimer, ~~husband and wife~~, who signed the above as ~~their~~ free and voluntary act and deed for intended purposes. his



Zellan N. Gustafson  
Notary Public in and for the State  
of Colorado, residing  
at Adams, Co  
6-28-2000 org

Debra Van Camp, Landowner

On this 30th day of September, 1996, personally appeared before me Debra Van Camp, ~~husband and wife~~, who signed the above as ~~their~~ free and voluntary act and deed for intended purposes. her



Peggy B. Lowry  
Notary Public in and for the State  
of Washington, residing at  
Carson, WA

Thomas W. Latimer, Landowner

On this 30th day of September, 1996, personally appeared

WELL MAINTENANCE AGREEMENT  
PANTHER CREEK SHORT PLAT



BOOK 163 PAGE 636

before me Thomas W. Latimer  
~~husband and wife~~, who signed the above as ~~their~~ free and  
voluntary act and deed for intended purposes. her

PEGGY B. LOWRY  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
MY COMMISSION EXPIRES 2-23-99

Peggy B. Lowry  
Notary Public in and for the State  
of Washington, residing at  
Carson, WA

Timothy N. Latimer, Landowner

On this 2nd day of October, 1996, personally appeared  
before me Timothy N. Latimer  
~~husband and wife~~, who signed the above as ~~their~~ free and  
voluntary act and deed for intended purposes. his

PEGGY B. LOWRY  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
MY COMMISSION EXPIRES 2-23-99

Peggy B. Lowry  
Notary Public in and for the State  
of Washington, residing at  
Carson, WA