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Document Title(s) or transactions contained herein:

Agreement Allocating Rights to use Well
#APG 777 and for Repair and Maintenance
of May Breslan Water System

GRANTOR(S) (Last name, first name, middle initial)

1) Huntington, Danie I 3) Tucker, Thomas
2) Tucker, Corrine

☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

1) Huntington, Danie I 3) Tucker, Thomas
2) Tucker, Corrine 4) William H. Crispin

☐ Additional names on page _____ of document.

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

Lots 1-4 of May Breslan Short Plat

☒ Complete legal on page 1 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

AF 2004154523

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

1-5-4-800 51-5-4-801

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers 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.

AGREEMENT ALLOCATING RIGHTS TO USE WELL # APG 777 AND FOR REPAIR AND MAINTENANCE OF MAY BRESLIN WATER SYSTEM

Agreement made July 29, 2004, between Daniel Huntington, Corrine and Thomas Tucker.

RECITALS

1. Each party is the owner of one or more tracts of land located in The Northeast Quarter of the Southwest Quarter; the Southeast Quarter of the Northwest Quarter; the West Half of the Southwest Quarter of the Northeast Quarter; and the West Half of the East Half of the Southwest Quarter of the Northeast Quarter, all of Section 4, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington. The tracts covered by this agreement will include:
 - a. Lots 1 - 4 of May Breslin Short Plat recorded in AF2004154523 of Short Plats, Skamania County Records (held by Tom Tucker).
 - b. Any two additional lots created within the above described tracts of land identified by the Parties to this agreement at a later date by amendment to this agreement, which shall at that time include the full legal description of each of the two additional lots.

All tracts of land will hereinafter be referred to as "The Parcels" and shall include a total of not more than 6 households using the water system.

2. The owners of each tract of land shall be eligible, at the sole discretion of the undersigned Parties, to choose to become a party to this agreement and thereby to access water from well AGP 777 located on Lot 2 May Breslin Short Plat and shown on the map attached hereto as Exhibit A.
3. The well, pump pressure tank at well head, pipelines to property lines of each lot and the pipeline along Lot 3 of May Breslin Short Plat are termed and constitute the May Breslin Water System. Each household choosing subscribing to this agreement individually is responsible for installing and maintaining the following: 120 gallon pressure tank on the benefited parcel, back flow device at property line, meter, and shut off valve at property line that is accessible to caretakers of water system. It is suggested a shut off valve be placed at house or shop where water will be used.
4. The parties desire to share the water from The Well and the services of the May Breslin Water System and to provide, at their sole discretion, for this privilege to be bestowed upon their successors in ownership of The Parcels and thereby to be passed on with ownership of the aforementioned lots.

5. The parties desire to share the costs, expenses, and labor of maintaining and repairing the May Breslin 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 shall receive the benefit of water supplied by said water system.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE: ESTABLISHMENT OF THE MAY BRESLIN WATER SYSTEM

The Well, primary pressure tank at pump, wellhouse, pipelines, and other miscellaneous hardware that exists for the distribution of water from the aforementioned well on Lot 2 including pipe going across ones lot to access another lot constitute the May Breslin Water System.

SECTION TWO: ALLOCATION OF WATER RIGHTS

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

SECTION 3: 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 Breslin Water System shall make semi-annual payments, due June and December of each year, to a May Breslin Water System Account, hereinafter sometimes referred to as "the Account". Each subscriber shall have the sole responsibility for all unshared water lines, individual 120-gallon pressure tank, hardware, and back flow device at property line and shut off valves accessible to the May Breslin Water System members. 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:

Active household Lot \$85.00
Vacant household Lot \$35.00

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 Breslin Water System shall elect the Watermaster by nomination and vote among the subscribers, one vote per subscribing lot owned. In the event that no one wishes to voluntarily take on the position of Watermaster, the Watermaster will be determined by drawing of 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 annually. The Watermaster's term of office shall last for one year, from June 1 to June 1 of the following year.

SECTION FIVE: MAINTAINANCE AND REPAIRS DEFINED

The maintenance and repairs to be undertaken and performed under this agreement shall include keeping the well, water lines, pump and pump house of May Breslin Water System clean and in proper working order, protecting the water lines from damage, repairing leaks, keeping the pump house neat, clean and well painted, maintaining an accessible grass strip along water easements free from blackberries 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 be turned off, notify all affected 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 MEETING

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, once assigned by Parties below to new owners, 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
Daniel Huntington

Corrine Tucker
Corrine Tucker

Thomas Tucker
Thomas Tucker

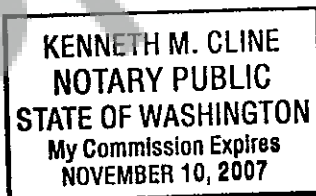
STATE OF WASHINGTON)

COUNTY OF Clark) ss.

I certify that I know or have satisfactory evidence that Daniel Huntington, Corrine Tucker, and Thomas Tucker the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10-29-04

Kenneth M. Cline
Notary public in and for the state of Washington,
Residing at Clark
My appointment expires: Nov 10, 2007



Page 6 of agreement allocating rights to use well APG 777 and for repair and maintenance of May Breslin Water System for the May Breslin Short Plat.
The undersigned owners of all the Lots of May Breslin Short Plat as recorded in Skamania County, establish the above Covenants and Restrictions of said short plat.
This is continuation of signatures on page 5.

By William to Crispien
William Crispien

Oregon
STATE OF ~~WASHINGTON~~
Multnomah) ms
COUNTY OF ~~CLARK~~

I certify that I know or have satisfactory evidence that Bill Crispien is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 9, 2007
Jennifer L. Miller Your Text Here
Notary Public in and for the State of Washington
Residing at Portland OR
My appointment expires: May 16, 2010

