

Dan Huntington  
P.O. Box 230  
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AGREEMENT ALLOCATING RIGHTS TO USE WELL  
# APG 615 AND FOR REPAIR AND MAINTENANCE  
OF NESMITH RD WATER SYSTEM

100496-WT  
Agreement made March 14, 2005 by Dan Huntington.

RECITALS

1. Each party is the owner of one or more tracts of land located in The Northeast Quarter of the Southeast Quarter Township 2N Range 6E Section 34, Skamania County, Washington. The tracts covered by this agreement will include: Lots 1 - 4 of Skookum Short Plat recorded in Book 3, Page 420 of Short Plats, Skamania County Records. Tax ID's: 02063410160300 Lot 2, 02063410160400 Lot 3; 020634101605 Lot 4; 02063410160000 Lot 1 of Skookum Short Plat  
5-25-05 JMG  
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 among all the parcels.
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 APG 615 located on Lot 1 Skookum 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 between lots 2 and 3 of the Skookum Short Plat are termed and constitute the Nesmith Road Water System. Each household choosing to subscribe 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 Nesmith Road 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 Nesmith Road 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 NESMITH ROAD WATER SYSTEM**

The Well, primary pressure tank at pump, well-house, pipelines, and other miscellaneous hardware that exists for the distribution of water from the aforementioned well on Lot 1 including pipe going across ones lot to access another lot constitute the NESMITH ROAD 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 NESMITH ROAD Water System shall make semi-annual payments, due June and December of each year, to a NESMITH ROAD 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 NESMITH ROAD 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 \$125.00

Vacant household Lot \$65.00

The semi-annual payments are set by majority vote of the subscribers to the agreement. 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 Nesmith Road 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 Nesmith Road 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.

*[Signature]*  
Daniel Huntington

STATE OF WASHINGTON )

COUNTY OF Clark )

ss.

I certify that I know or have satisfactory evidence that Daniel Huntington the person(s) who appeared before me, and said person(s) 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: *[Signature]* 5/13/05

*[Signature]*  
Notary public in and for the state of Washington,  
Residing at St Helens, OR  
My appointment expires: 8/18/07

