

Return Address:

HOWARD D. PELKY
402 LAUREL LANE
WASHOUGAL, WA. 98671

Document Title(s) or transactions contained herein: WELL WATER AGREEMENT	
GRANTOR(S) (Last name, first name, middle initial) HOWARD D. PELKY DEBORAH L. PELKY	
<input type="checkbox"/> Additional names on page ____ of document.	
GRANTEE(S) (Last name, first name, middle initial) PELKY SHORT PLAT AF # 2005159821	
<input type="checkbox"/> Additional names on page ____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) LOTS 1, 2, 3 PELKY SHORT PLAT AF # 2005159821	
<input checked="" type="checkbox"/> Complete legal on page 2 of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
<input type="checkbox"/> Additional numbers on page ____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 02-05-32-3-0-1102-00 1112-00 1113-00	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> 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.	

After recording return to:

Howard D. Pelky
402 Laurel Lane
Washougal, WA. 98671

WELL WATER AGREEMENT

This agreement shall be entered into by all future owners of parcels of land known as Pelky Short Plat, as recorded in AF #2005159821 in the S1/2 SW1/4 of Sec.32,T2N,R5E,WM, Skamania County, State of Washington. Ownership of this agreement shall become effective upon close of escrow on each lot within the Short Plat, further described as tax parcel numbers as follows:

Lot 1 Pelky Short Plat: 02-05-32-3-0-1102-00

Lot 2 Pelky Short Plat: 02-05-32-3-0-1112-00

Lot 3 Pelky Short Plat: 02-05-32-3-0-1113-00

And furthermore, shall bind and benefit each lot owner, respectively.

RUNNING WITH THE LAND. The interests created herein shall be fully assignable with the ownership of the underlying property parcels, and may not be sold, assigned or conveyed separate and apart from a sale, assignment or conveyance of the underlying parcels.

USE OF WATER. The parties agree that the water to be produced by the well shall be allocated as follows: All owners of lots within the Pelky Short Plat shall share the water equally.

PUMP AND WELL COSTS. The parties agree that costs of repair, maintenance, replacement and operations of the pump servicing the well, including, but not limited to, electricity, annual water testing, etc., and of any work which may be deemed necessary on the well itself, shall be allocated as follows: All owners of lots with the Pelky Short Plat shall share the cost equally.

WATER LINE COSTS. The parties agree that any and all repair costs for damage of the water lines shall be borne by the property owner whose lot the water line was damaged on, i.e damage from construction machinery, trucks, digging, etc.

QUANTITY AND QUALITY OF WATER. None of the parties shall guarantee the quantity or quality of water of the well, pump or water system described herein, EXCEPT as shown on the Well Driller's Report and the Skamania County Health Department on

the day of "start-up" of the system; provided, however, that no owner shall do anything which will interfere with the then-existing quantity or quality of such water.

DOMESTIC USE ONLY. Water obtained from the well and water system described herein shall be used for domestic purposes only, and shall not be used for commercial, industrial or agricultural uses, except for a lot owner's own private garden and landscaping, provided that such use does not exceed the overall 1/3 percentage allocation of water from the system.

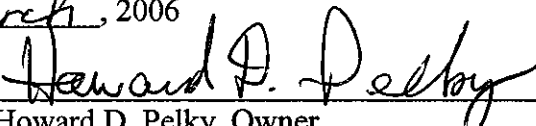
EASEMENT. An easement for the ingress/egress over Lot 2 for the purpose of maintenance and repairs to the system, or any component thereof, is recorded in AF #2006160717, County of Skamania, State of Washington.

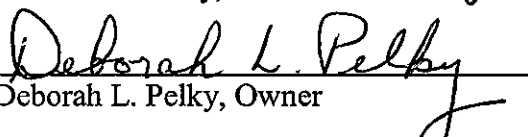
DUES. The parties agree that an account shall be opened in a Washington Bank or Credit Union for the purpose of depositing the dues collected from each land owner within the Pelky Short Plat. Such dues shall be used for the purpose of paying for any costs incurred in maintaining the well, it's components, annual well testing, and any other costs for items agreed by all parties as being needed, including, but not limited to, the cost of electricity for operation of the pump. The parties shall determine whether the dues shall be paid monthly, quarterly or yearly and will determine who shall collect and be responsible for the annual record keeping of such funds. The owner of Lot 2 (the lot upon which the well is situated) shall be paid promptly for the estimated electrical expense, on the day of the month set forth by him/her, or, in advance quarterly or yearly. The monthly amount estimated to be needed for all future repairs, maintenance and electricity shall be \$15.00, but all parties agree that the amount shall be adjusted, if needed, after the system has been in operation for a period of one year, and periodically thereafter, as deemed necessary by the parties.

DECISIONS. All decisions concerning repairs to the water system, or any component thereof, shall be jointly made by those parties who, pursuant to the terms of this Agreement, are to share in the cost of such repairs, maintenance, improvement, or replacement. Provided, however, that in the absence of any party, the other affected parties shall have the full authority to make emergency decisions; in such event, the absent party shall nonetheless share, pro-rata, in the costs incurred.

WELL HEAD PROTECTION AREA. A 100 ft. radius around the well shall be kept free from toxic, noxious and dangerous chemicals and substances at all times.

DATED this 14th day of March, 2006


Howard D. Pelky, Owner


Deborah L. Pelky, Owner

STATE OF WASHINGTON

SS.

COUNTY OF SKAMANIA

On this day personally appeared before me HOWARD D. PELIKY and DEBORAH L. PELIKY to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as a free and voluntary act and deed, for the uses and purpose therein mentioned.

GIVEN under my hand and official seal this 14th day of March, 2006.



Pamela K. Bell
Notary Public in and for the State of Washington,
residing in Carson.
My commission expires: 1-9-08.