

Return Address:

Bryan Lawson
Nicole Lawson
2821 Skye Rd.
Washougal WA 98671

Document Title(s) or transactions contained herein:

Shared well agreement

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

Lawson, Bryan J
Lawson, Nicole Y

☐ Additional names on page _____ of document.

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

Ruddick Short Plat

☐ Additional names on page _____ of document.

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

Lots 1 and 2 of Ruddick Short Plat

☐ Complete legal on page _____ of document.

2005160040

REFERENCE NUMBER(S) of Documents assigned or released:

AF# 2005160040

☐ Additional numbers on page _____ of document.

ASSESSOR'S ~~PROPERTY~~ TAX PARCEL/ACCOUNT NUMBER

02-05-19-2-0-0300-00

02-05-19-2-0-0305-00

Lots 1 and 2

☐ 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.

Bryan and Nicole Lawson
2821 Skye Rd
Washougal, Wa 98671
Parcel # 02-05-19-2-0-0300-00

SHARED WELL AGREEMENT

OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed by the parties that each of said parties shall be and hereby is granted an undivided one-half interest in and to the use of the well and water system named "RudCol". Owner of system, well and waterworks is Bryan and Nicole Lawson. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

COST OF MAINTENANCE OF WATER SYSTEM

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described. The expense of water quality sampling as required by the State of Washington and/or Skamania county and/or water users shall be shared equally by both parties. Except as described below.

EASEMENT OF WELL SITE AND PUMPHOUSE

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 feet of the well site in any direction. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

WATER LINE EASEMENTS

All parties having or acquiring any right, title or interest in said land grants Lawson an easement for the use and purpose of conveying water from the well to the property of Lawson. Said easement shall be in 5 feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to common point as referred to. The centerline of said five foot strip of land shall be on the south line going west 200 +/- feet of the west 200 +/- feet of property herein described. No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.

MAINTENANCE AND REPAIR OF PIPLINES,PUMPHOUSE,PRESSURE TANK

All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs shall meet approval of the Health Officer and well owner. Cost of repairing or maintain common distribution pipelines, pressure tank and internal components within pumphouse, and underground well head shall be born equally by both parties. Pumphouse maintenance and costs shall be the responsibility of parties having or acquiring any right, title or interest in said land. Example: Including but not limited to, pumphouse paint, rodent proof, maintaining temperature above freezing utilizing heater within pumphouse, maintaining roof, maintain encroaching vegetation. Each party in this agreement shall be responsible for the maintenance, repair, and replacement pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 100 feet of septic tank or within 30 feet of sewage disposal drainfield lines.

PROHIBITED PRACTICES

The parties herein, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drainfields, sewerlines, underground storage tanks, county or state roads, railroad tracks, vehicles, structures, barns, feeding stations, grazing animals, enclosures for maintain fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not allow power failure due to not paying electric bill. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of Skamania County Department of Public Health and/or other appropriate governmental agency, and/or well owner.

WATER SYSTEM PURVEYOR

Lawson is designated "Purveyor" of the water system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Skamania County Rules and Regulations and handling emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. The purveyor shall organize and maintain the water system records and notify the Health Officer and all parties, service connections and lots that are included in this agreement, of the water quality test that are required by WAC 246-291 and Skamania County rules and regulations. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

PROVISIONS FOR CONTINUATION OF WATER SERVICE

The parties agree to maintain a continuous flow of water from the well and water system herein described in accordance with public water supply requirements of the State of Washington and Skamania County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer or purveyor, the parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall obtain written approval from the Health Officer and purveyor. Each undivided interest and or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES

It is further agreed by the parties hereto that they shall not furnish water from the well and water system herein above described to any other persons, properties or dwelling without consent of both properties and written approval from the Skamania County Health Department of Public Health.

HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of 12% per annum together with all collection fees.

Dated this 8th day of December, 2005

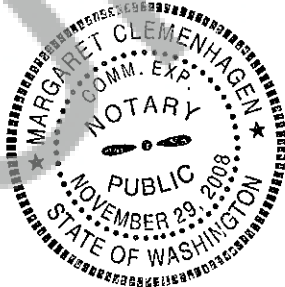
Signed: [Signature]
Print Name: Bryan Lawson

Signed: [Signature]
Print Name: Nicole Lawson

State of Washington)
County of Clark)

I certify that I know, or have satisfactory evidence
that Bryan J Lawson and Nicole Y Lawson
is/are 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 the instrument.

Dated this 8th day of December, 2005.



[Signature]
Notary Public in and for the State of
Washington
My commission expires: 11-29-08