

Doc # 2006162928
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Date: 09/08/2006 02:40P
Filed by: PLANNING DEPARTMENT
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$42.00

After Recording Return to:

Albert F. Schlotfeldt
Duggan Schlotfeldt & Welch PLLC
900 Washington Street Suite 1020
PO Box 570
Vancouver, WA 98666-0570

Grantor(s) : Steven K. Polito
Grantee(s) : Eagle Peak Short Plat, Lots 1, 2, 3, and 4 AF 2006162927
The Public
Abbreviated Legal : Portion of SW ¼, SE ¼, S5, T1N, R5E, WM
Assessor's Tax Parcel No(s). : 01-05-05-0-0700-00
Other Reference No(s). : 2006162927

WELL HEAD PROTECTION EASEMENT AGREEMENT
Eagle Peak Short Plat

STEVEN K. POLITO, a married person as his sole and separate property, on behalf of himself and his heirs, successors, and assigns, (the "Grantor"), hereby establishes and grants the following easements and protective covenants to run with the land.

RECITALS

The declarations contained in this Well Head Protection Easement Agreement (the "Easement" or the "Agreement") are based on the following factual recitals:

A. Grantor is the record owner of all of the real property within the area commonly known as the proposed Eagle Peak Short Plat, being Skamania County Assessor's Tax Parcel No. 01-05-05-0-0700-00, as adjusted by that certain Quit Claim Deed and Boundary Line Adjustment recorded March 1, 2006, the boundary description of which is set forth in Exhibit A attached hereto and incorporated hereby by reference (the "Property").

B. Grantor is the applicant for the Eagle Peak Short Plat, File Number SP-04-33, whereby the Property is divided into Lot 1, Lot 2, Lot 3, and Lot 4 (the "Short Plat"), as depicted in said Short Plat.

C. There is a water well located on the Property within Lot 1 of the proposed Short Plat, which well equally and equitably benefits or is intended to benefit all lots within Eagle Peak Short Plat (the "Common Well").

D. Water pipes, for conveying water from the Common Well to the Short Plat lots, are currently in place, as is an electrical line for conveying electricity from the power grid to the Common Well. The Common Well and all water pipes and electrical lines common thereto are herein referred to collectively as the "Common Water System."

1. Easements.

1.1. Well Protection Area.

1.1.1. Grantor hereby grants and conveys a protection area 100 feet in diameter around the Common Well Head located on Lot 1 of the Short Plat, as depicted in Exhibit B. Said 100-foot area shall be known as the Common Well Protection Area, and it shall burden Lots 1 and 2 in the manner set forth in Exhibit B and constitute a negative covenant running with said lots.

1.1.2. Nothing that threatens or is detrimental to the either well, or their ability to produce potable water, or any potential source of contamination, including, but not limited to any of the following: cesspools, sewers, privies, septic tanks, drain fields, sewer lines, manure piles, underground storage tanks, roads, railroad tracks, vehicles, barns, chicken houses, rabbit hutches, pig pens, feed stations, or other enclosures or structures for the keeping or maintenance of fowl or animals, or storage of liquid or dry chemicals, herbicides or insecticides, hazardous materials, grazing animals, or garbage of any kind or description, will not be constructed, maintained, or suffered to be constructed or maintained within either Well Protection Area, so long as the wells are operated to furnish water for human consumption. Provided, however, a well house or related structures and Dharma Way as depicted in Exhibit B may run through or be placed within the Well Protection Area. In addition, the water reservoir tank for a burdened lot may be located within the Well Protection Area located within such lot.

1.2. Common Water System Easement. Grantor grants and conveys a perpetual easement, to run westerly from the Common Well head located in Lot 1 to the easterly right-of-way line of the 30-foot wide road and utility easement depicted on Exhibit B for Dharma Way (Private) (the "Dharma Way easement"). Said easement is for running water pipes and power lines from the Dharma Way easement to the Well and from the Well to a connection point along said eastern line of the Dharma Way easement. Said easement shall be used exclusively for providing access to water for all lots within the Short Plat and power to operate the well pump. Said easement shall be at least five (5) feet in width and shall extend on, over, across, and underneath said strip of land from the common wellhead to the Dharma Way easement. The centerline of said easement shall be the water line itself. The easement granted and conveyed in this section burdens said Lot 1 and runs with the land. No permanent structure shall be constructed upon or within this Common Water System easement, except as needed for the operation of the Common Well and Common Water System.

1.2.1. Trees shall not be allowed to grow in the Common Water System easement and said easement shall be kept free and clear of any and all trees, branches, and/or

vegetation that could interfere with the easement or any water or electrical lines running to or from the Well. If a burdened Lot Owner fails to keep any portion of the easement free and clear of trees, branches, and/or vegetation, then and unless an emergency exists, after 30-days advance written notice to the burdened Lot Owner, any other Lot Owner shall have the right to enter upon such Lot and clear the easement. This right shall expressly include the right to trim, cut, fell, and/or remove trees, branches, or vegetation that interfere with the electrical easement or electrical line in any way, and the Lot Owner shall have no liability for damage to any trees, branches, or vegetation that the Lot Owner trims, cuts, fells or removes from the easement. All other Lot Owners shall reimburse the mitigating Lot Owner for their pro-rata share of any costs incurred in connection with the clearing of the easement.

1.3. Well Use.

1.3.1. Grantor hereby grants and conveys to the future owners of all lots within the Eagle Peak Short Plat (collectively, the "Lot Owners") a perpetual right to use water from the Common Well depicted in Exhibit B. The water from the Common Well shall be equitably used for the benefit of all of the lots within the Eagle Peak Short Plat. At all times herein, a Lot Owner shall mean the owner of record of the lot whether the owner or a tenant lives on the Lot.

1.3.2. Each lot within the Short Plat must have its own water distribution system from the well to its service location, which shall include: a meter; water reservoir tank or system to serve any improvements thereon, which shall hold a minimum of 1,000 gallons of water, provide adequate water pressure to minimize pump cycles at the Common Well, and meet any criteria established, from time to time, by Skamania County or any Health Department having jurisdiction; a one-way check valve between each reservoir tank and its connection to the Common Water System to minimize back flow into the Common Water System and to prevent cross contamination; and such other controls that would normally be included between a well head and a service location. Unless otherwise restricted by code, the water reservoir tanks for Lot 1 and Lot 2 may be located within the Common Well Head Protection Area.

2. Operation of Well.

2.1. Cost of Maintenance of Water System. All Lot Owners shall share equally in the maintenance and operational costs of the Common Well and Common Water System, including charges of electricity for powering the Common Water System and any periodic testing requirements under any state, county, or other water codes and regulations. As of the date of this Agreement, testing for bacteria is required annually and testing for nitrates is required every three years.

2.2. Maintenance and Repair of Pipelines. All pipelines in the Common 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 Skamania County Health District, or other applicable governmental agency with jurisdiction over the Common Well or Common Water System. The cost of repairing or maintaining common distributions pipelines shall be born equally by all Lot

Owners. Each Lot Owner shall be individually and solely responsible for the maintenance, repair, and replacement of the pipe supplying water from the Common Water System connection point at the Lot Owner's property line to the Lot Owner's particular reservoir tank and to any dwelling. Water pipelines shall not be installed within 10 feet of a septic tank or within 10 feet from a sewage disposal drain field line, or otherwise cross over the same, unless such pipelines are double encased and meet all applicable codes of any health district or other governmental agency.

2.3. Maintenance Costs. Unless emergency conditions exist, or except as provided elsewhere herein, a Lot Owner shall give all other Lot Owners 30 days' advance notice of the need for repairs or maintenance of the Common Well or Common Water System. The parties shall discuss within said 30-day period the repairs/maintenance that will occur and the costs of such shall be borne equally by all Lot Owners and paid in accordance with Section 2.8. After agreement of said repairs, the Lot Owners shall cause the repairs to be made, and the Lot Owners shall equally bear the costs incurred. All repairs/maintenance shall occur no later than 60 days from the initial notice, unless otherwise agreed by the Lot Owners. All work shall be done by a licensed and bonded contractor within the state of Washington and in a workmanlike manner. In case of emergency, any Lot Owner shall be allowed to contract for such repairs or replacements, or so much as required by the situation, and request compensation from the other Lot Owners as provided herein.

2.4. Provisions for Continuation of Water Service. A continuous flow of water from the Common Well shall be maintained in accordance with the requirements of Skamania County and the County Health District and/or the State Department of Ecology or other governing body. In the event that the quality or quantity of water from the Common Well becomes unsatisfactory as determined by Skamania County, the Health District, and/or any other municipal or governmental authority with jurisdiction over the Common Well, a new source of water shall be developed, either as a common well, or independently at each Lot Owner's option. Prior to development or connection to a new source of water, the Lot Owners shall obtain written approval from the applicable government authorities.

2.5. Upgrades to the Water System. By majority vote, the Lot Owners shall make modifications or upgrades to the Common Water System as needed. All such modifications and upgrades must comply with all applicable statutes, rules & regulations, and ordinances of any applicable governing body and all permits and approvals must be obtained prior to the modifications or upgrades being undertaken. Proposals to undertake modifications or upgrades, their approval, and payment for the modifications and upgrades shall be controlled by the provisions set forth in Section 2.3. Unless the parties unanimously agree to a modification or upgrade, no modification or upgrade shall be undertaken that will cost in excess of \$1,500.00. This dollar limitation on modifications and upgrades shall not be interpreted to limit any repairs made pursuant to Section 2.3, above.

2.6. Restriction of Furnishing Water to Additional Parties. Lot Owners shall not furnish water from the Common Well to any other persons, properties, or dwelling without prior

consent of all other Lot Owners and written approval from Skamania County, the Health Department, and any other applicable governmental body.

2.7. Voting. If a lot is owned by more than one person, all the owners of the lot will collectively be referred to as the Lot Owner and will be entitled to only one collective vote, i.e., each parcel represents one vote in the matters requiring majority or unanimous agreement of the Lot Owners.

2.8. Assessment and Collection of Fees and Costs.

2.8.1. Until the first anniversary date of the recording of the Eagle Peak Short Plat, each Lot Owner in said Short Plat shall be assessed and pay a Well Maintenance Fee of \$15.00 per month per lot (the "Fee"). This Well Maintenance Fee shall be applied towards the maintenance and upkeep of the Common Well, the Common Water System, and its associated outbuildings, together with all electrical service to power the Common Well and Common Water System.

2.8.2. The first month's Well Maintenance Fee shall be due within 30 days of recording of the Short Plat and will cover the period from the recording date to the last day of the month of recording, and a like sum shall be paid on or before the first day of each month thereafter. Each Lot Owner shall deposit said Fee into a Eagle Peak Well Maintenance Fund (the "Fund") established in a mutually agreeable financial institution and used by the Lot Owners solely for the maintenance and upkeep of the Common Well, the Common Water System, and its associated common outbuildings. If agreement cannot be reached as to the financial institution, then First Independent Bank shall be used. No portion of the Fund shall be used for the maintenance or repair of any portion of the Common Water System that is outside of the common area or for road or stormwater facilities maintenance.

2.8.3. All withdrawals from the Fund shall be for completing and maintaining the Eagle Peak Common Well and Common Well System only and shall require the signature of two Lot Owners. Initially, Steven K. Polito and Margie D. Polito shall be signers on the Fund's account. At such time as Steven K. Polito is no longer a Lot Owner, the owner of Lot 1 and any other Lot Owner, or their respective representative, shall be signers on the Fund's account. A representative of a Lot Owner shall be a person that is easily and readily accessible to sign for withdrawals as disbursement needs arise.

2.8.4. At least 30 days before the anniversary date of the recording of the Short Plat, upon the agreement of at least a majority of the Lot Owners, the scope of maintenance and repairs to the Common Well and Common Water System and the estimated costs shall be determined for the following year. The estimated annual costs shall be assessed to the Lot Owners on a per lot basis. Unless otherwise agreed, the then owner of Lot 1, Eagle Peak Short Plat, shall provide all Lot Owners with an accounting of the Fund, the estimated maintenance and repair work and costs, their respective portion of the assessment, and the financial institution, account number, the designated representative, and the authorized signatories for the Fund. The accounting shall include how the prior year's assessments were spent and allocate

any debits or credits to the Lot Owners for unused expenses or overages paid by one or more other Lot Owners. Notice of assessment shall be provided to Lot Owners in accordance with Section 5. Within 30 days of the receipt of such notice of assessment, each Lot Owner shall deposit into the Well Maintenance Fund their respective portion of the assessment and provide the designated representative with a copy of the deposit record, showing the name and lot number(s) of the Lot Owner. It shall be the Lot Owner's responsibility to provide proof of payment of the assessment in the event a question arises concerning such payment. With the consent of all Lot Owners, the annual assessment may be divided into periodic monthly or quarterly increments, in which case the Notice of Assessment shall provide the periodic amounts and due dates and may include a surcharge not to exceed 10% of the periodic payment for the convenience of periodic payments.

2.8.5. Special assessments may be determined and assessed upon the majority vote of all Lot Owners in the event emergency or other extraordinary repairs relative to the Common Well, Common Water System, and associated outbuildings are required. Notice of such special assessment shall be given to each Lot Owner as provided in Section 5, paid as set forth in Section 2.8.4, and subject to collection as provided in Section 2.8.7.

2.8.6. The designated representative shall be one of the Lot Owners, approved by a majority of the Lot Owners annually. The designated representative shall be responsible for collecting the assessments and paying the bills for approved work and electrical service to the Common Well and Common Water System when they become due. The Lot Owners, upon majority agreement, may replace a designated representative at any time. The prior designated representative shall cooperate fully with the new representative to transition the records and accountings of, and authorized signers for, the Fund.

2.8.7. If a Lot Owner fails to pay the Lot Owner's assessment of costs within 30 days after receipt of notice of assessment if full payment is required, or within five days of the due date of any incremental or other periodic payment is due, then the full amount of the annual assessment, together with interest at twelve percent (12%) per annum from the date thereof, plus any attorney fees necessary to collection, shall automatically become a continuing lien against the parcel of the delinquent Lot Owner. This lien will be superior to all other liens or claims against the parcel except an institutional or purchase money first mortgage and/or deed of trust. The resulting obligation of any other Lot Owners to pay the delinquent Lot Owner's share of the costs will be an enforceable personal obligation of such Lot Owners. On the affirmative vote of a majority of all Lot Owners, except the delinquent Lot Owner, the designated representative on behalf of the Fund for the benefit of all other Lot Owners, or the individual Lot Owners who covered the delinquent Lot Owner's assessment, as the case may be, may record notice of a claim of lien against the parcel owned by the delinquent Lot Owner and thereafter pursue an action to foreclose on the lien in any manner now or in the future permitted by law or equity with respect to mortgages and/or deeds of trust. Proceeds received at such a sale shall be distributed first to pay the lien being foreclosed upon, plus all costs and expenses, interest, and attorneys' fees, and any surplus shall be distributed in accordance with the priorities established by

applicable law. The reimbursed Fund or Lot Owners may obtain, in addition to or instead of foreclosure, a personal judgment against the delinquent Lot Owner.

2.8.8. When a homeowners' association shall be created that should have jurisdiction over the lots within the Eagle Peak Short Plat, the service and maintenance fees described in this agreement, and any residual Fund balance, shall be charged and collected by said homeowners' association. Until then, all assessments and other charges shall be paid into the Fund.

3. Arbitration. In the event the Lot Owners are unable to agree as to any matters covered by this agreement, including but not limited to the necessity for maintenance or repair work, the dispute shall be settled by a single arbitrator who shall direct any settlement the arbitrator deems equitable under the circumstances. The arbitrator shall be appointed by the presiding Judge of the Skamania County Superior Court upon request of any Lot Owner bound by this agreement. The decision may be enforced in any court of competent jurisdiction in Skamania County, Washington, and, except as provided in Section 2.8.7, all costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court, shall be borne by the losing party.

4. Appurtenant to the Land. This agreement shall be binding on all heirs, successors, or assigns of any Lot Owner and shall be appurtenant to the parcels of land burdened by or otherwise benefiting from the Common Well, the Common Water System, and associated common outbuildings.

5. Notices. All notices required under this agreement must be in writing and either personally delivered to the Lot Owners against which it is to be effective or sent by first class mail to the Lot Owners at the mailing address of record with Skamania County for tax statements. A Lot Owner's receipt by first class mail shall be deemed to have occurred three postal days after deposit of the notice in the U.S. Mail. Notices may be given to an alternate person or address, or by electronic delivery (facsimile or e-mail communication), with the written consent of a Lot Owner given to the designated representative named under Section 2.8.4, with the consent stating the alternative name and address, fax number, and/or e-mail address for notice purposes. Electronic delivery shall be considered made when sent and the sender should retain written confirmation of such delivery. When a Lot Owner consents to the alternate delivery of notice, said Lot Owner may not claim they failed to receive notice unless they can prove the sender received notice that delivery failed or that the person revoked receipt of notice by alternate delivery methods.

6. Validity. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

7. Attorney's Fees. Except as otherwise provided in this agreement, in the event a suit, proceeding, arbitration, or action of any nature whatsoever is instituted, including without limitation any proceeding under the U.S. Bankruptcy Code, or the services of any attorney are retained to enforce any term, condition, or covenant of this Agreement, or to procure an adjudication, interpretation or determination of the rights of the Lot Owners or other affected

parties, the prevailing party shall be entitled to recover from the other party, in addition to any award of costs or disbursements provided by statute, reasonable sums as attorney fees and costs and expenses, including paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal or bankruptcy proceeding, which sum shall be included in any judgment or decree entered therein and such amounts awarded shall be in addition to all other amounts provided by law.

8. Applicable law. Washington law shall govern this Agreement, with venue in Skamania County.

9. Waiver. Failure of any party at any time to require performance of the provisions of this Agreement shall not limit the other party's right to enforce the provision nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

10. Amendment. This Agreement may be amended, modified, or extended without new consideration, but only by written instrument executed by all Lot Owners.

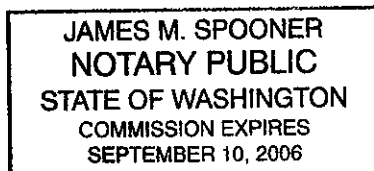
11. Execution in Counterpart. This Agreement may be executed and notarized by counterpart signature and acknowledgment pages, each of which shall be attached to this Agreement as an original and all of which shall constitute execution of the Agreement as a whole.

In witness whereof, the undersigned executed this Well Head Protection Easement on the date first written above.


Steven K. Polito, Grantor

State of Washington)
County of Clark)ss.
)

I certify that Steven K. Polito appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



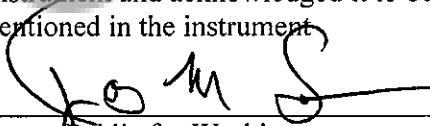

Notary Public for Washington
My Commission Expires: 9/10/06

EXHIBIT A

LEGAL DESCRIPTION

Steven K. Polito
Assessor's Tax Parcel No.
01-05-05-0-0-0700-00

A portion of the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 5, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 5/8 inch iron rod marking the South Quarter Corner of Section 5, as shown in that Survey recorded in Skamania County Auditors File No. 2004154515; thence South 89° 32' 07" East, along the South line of the Southeast quarter of Section 5, as shown in said survey, for a distance of 200.00 feet; thence North 01° 00' 00" East, 267.30 feet; thence North 90° 00' 00" East, 135.00 feet; thence North 01° 00' 00" East, 219.90 feet to the TRUE POINT OF BEGINNING; thence North 90° 00' 00" West, 324.25 feet; thence North 01° 00' 00" East, 213.27 feet; thence North 89° 19' 36" West, 336.65 feet to a point on the West line of the East half of the East half of the Southeast quarter of the Southwest quarter of Section 5; thence North 01° 15' 41" East, 630.00 feet to the Northwest corner of the East half of the East half of the Southeast quarter of the Southwest quarter of Section 5; thence South 89° 07' 22" East, along the North line of the Southeast quarter of the Southwest quarter of Section 5, for a distance of 328.98 feet to the Northwest corner of the Southwest quarter of the Southeast quarter of Section 5; thence South 89° 23' 12" East, along the North line of the Southwest quarter of the Southeast quarter of Section 5, for a distance of 1117.58 feet; thence South 01° 13' 43" West, 662.46 feet; thence South 89° 27' 41" East, 200.02 feet to the East line of the Southwest quarter of the Southeast quarter of Section 5; thence South 01° 13' 43" West, along said East line, 106.10 feet; thence North 90° 00' 00" West, 985.66 feet; thence South 01° 00' 00" West, 59.79 feet to the TRUE POINT OF BEGINNING.

Exhibit A, Continued (Tax Parcel #01-05-05-0-0-0700-00)

TOGETHER WITH a 30-foot easement for ingress, egress, and utilities, as more specifically described in that Grant of Easement dated October 14, 2005, recorded March 1, 2006, under Skamania County Auditor's File No. 2006160693

Unofficial
Copy

