

Juliana DeSmith
500 Martin Ct.
Vancouver, WA 98661

Doc # 2007165322
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Date: 03/16/2007 01:39P
Filed by: JULIANA DESMITH
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$35.00

WELL SHARING AGREEMENT

THIS AGREEMENT is made this 16 day of March 2007, by and between Juliana DeSmith and Jacqueline J. Parker, (herein after referred to "DeSmith/Parker") and Jeanette L. McCartney (herein after referred to "McCartney").

RECITALS

WHEREAS, the domestic well, piping and pump serving Lot 2 (parcel number 03080600110400) and Lot 3 (parcel number 03080600110500) of the Bryan Short Plat # 2005157409 is located on Lot 2. The pump house, pressure tanks, and electrical systems serving Lots 2 and 3 are located on Lot 3. All parts of this system are necessary to provide a domestic, non-farming, non-commercial water supply to Lots 2 and 3, said system hereinafter referred to as "domestic water supply system".

WHEREAS, the parties desire to make provisions for the operation, maintenance and repair of said domestic water supply system in order to assure a constant domestic, non-farming, non-commercial water supply for Lots 2 and 3.

AGREEMENTS

NOW, THEREFORE, in consideration of and for the premises, and in consideration of and for the covenants and agreements hereinafter set forth, it is agreed as follows:

1. This Agreement shall run with the land as a perpetual covenant binding the parties, their heirs, grantees, successors and assigns and shall apply to after-acquired title to Lots 2 or Lot 3 by any party hereto;
2. This Agreement shall be construed as a quit claim deed, grant and conveyance of easements and licenses to carry out the terms and conditions of this Agreement. The parties hereto, on their own behalf and on the behalf of their heirs, grantees, successors and assigns, agree they will execute and acknowledge any additional deeds or documents as are reasonably necessary to further evidence or carry out the terms and conditions of this Agreement. McCartney shall allow access to the Owners of Lot 3 to and from the well, pump house, pipeline and easement for purposes of installing, maintaining, repairing or replacing the well, pump, or related pipes as necessary to carry out the terms of this Agreement. DeSmith/Parker shall allow access to the Owners of Lot 2 to and from the well, pump house, pipeline and easement for purposes of installing,

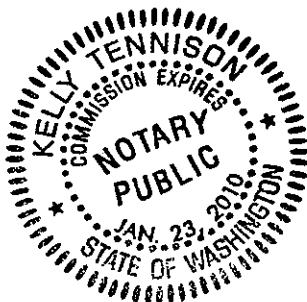
1. maintaining, repairing or replacing the well, pump, or related pipes as necessary to carry out the terms of this Agreement.
2. The owner of each of Lot 2 and Lot 3, to be served by the domestic water supply system, shall own one-half (1/2) of the water produced by the common well and shall share equally in the expenses associated with the maintenance and repair of the well, pump, pump house, pipeline and other elements of the domestic water supply system. Provided, however, the owner of each of the parcels to be served by the domestic water supply system shall be solely responsible for the cost of installing, maintaining and repairing any water line or other equipment or for fixtures servicing that owners' property, beginning at the point where the individual owners' waterline connects to the common pipeline.
3. All power costs associated with operation of the well shall be divided equally between the owners of the parcels served by the domestic water supply described in this Agreement. The pump shall at all times be served by a separate electric meter so power costs can be ascertained with certainty; costs of the meter shall be divided between the owners of Lots 2 and 3 as of the date of installation.
4. No septic system or other source of potential contamination including but not limited to sewer lines, underground storage tanks, above-ground fuel storage tanks, vehicles and/or vehicle parking activities, barns, maintenance shops for vehicle or motor repair activities, feed stations, domestic grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste and garbage shall be constructed within 100 feet from the well location, nor shall any other construction or activity be permitted within a 100 feet radius around the well location if such construction or activity may reasonably be expected to disturb or pollute the well.
5. Without limiting the general obligations of the parties under Paragraph 2 above, the parties agree there shall be an easement running to the benefit of each party to this Agreement, or the heirs, grantees, successors and assigns of such party, to allow such party to construct, install, maintain or repair any part of the domestic water supply systems referred to herein. Such easement shall include all land within a 15-foot radius of the above well location and/or the location of any pump house, cistern or water storage facility or any other elements of the domestic water supply system providing benefit to all parties, together with an area 10 feet to either side of any water line which is a part of the domestic water supply system. Nothing in this Agreement shall be construed to prevent any party to this Agreement from constructing improvements on the parcels as allowed under then applicable zoning and any other covenants, conditions and restrictions of record to the extent they will not disturb the domestic water supply system.
6. The domestic water supply system contemplated by this Agreement shall be limited in use to Lots 2 and 3, and limited further to only domestic, non-farming, non-commercial use.
7. In the event the owner of any parcel or parcels subject to this Agreement shall breach any one or more of the duties enumerated herein, or otherwise breach this Agreement, the owner(s) of the other parcel subject to this Agreement shall be entitled to:
 - a. Enter the property of the breaching party to perform such duties as have been breached at the cost of the owner(s) breaching such duties;
 - b. Bring an action in an appropriate court for specific performance of such duties; and/or
 - c. Bring an action in an appropriate court for damages suffered as a result of such breach or breaches.

- IN WITNESS WHEREOF, dated this 16 day of March 2007.


Jacqueline J. Parker

I certify that Juliana DeSmith and Jacqueline J. Parker personally appeared before me and that I know or have satisfactory evidence that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this agreement.

DATED this 16th day of March 2007



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IN WITNESS WHEREOF, dated this 5th day of March 2007.


Jeanette L. McCartney

STATE OF OREGON)
 : ss
County of Multnomah)

I certify that Jeanette L. McCartney personally appeared before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this agreement.

DATED this 5th day of March


Notary Public in and for the State
of Oregon. Residing in Multnomah
My Commission expires: May 29, 2010

