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Page 1 of 5
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Filed by: STEPHANIE HUNTINGTON
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$36.00

WHEN RECORDED RETURN TO:

Stephanie Huntington
PO Box 209
Washougal, WA 98671

DOCUMENT TITLE(S)

Agreement for Well #416 Repair and Maintenance of Lookout Drive Water System

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

GRANTOR(S):

Stephanie Huntington

☐ Additional names on page ____ of document.

GRANTEE(S):

Stephanie Huntington

☐ Additional names on page ____ of document.

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

Northeast Quarter of Southwest Quarter of Section 4 Township 1N Range 5 East Willamette Meridian,
Skamania County, Washington. Lots 1,2,3,4 of Greenleaf Short Plat Auditor File # 2006164358.

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

01050400081200, 010504000813, 01050400080600, 01050400081100

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

AGREEMENT FOR WELL # ALH 416 REPAIR AND MAINTENANCE OF LOOKOUT DRIVE WATER SYSTEM

RECITALS

1. Each party is the owner of one or more tracts of land located in The Northeast quarter of the Southwest quarter of Section 4, Township 1N Range 5 East, Willamette Meridian, Skamania County, Washington. The tracts covered by this agreement will include:
Lots 1 - 4 of Greenleaf Short Plat Auditor File #2006164358, Skamania County, Washington Records. Tax ID's: 01050400081200 Lot 2, 01050400081300 Lot 3, at some point Lot 3 may have two homes and tax id number presently is 01050400080600 Lot 4; 01050400081100 Lot 1 of Greenleaf Short Plat.

All tracts of land will hereinafter be referred to as "The Parcels" and shall include a total of not more than 5 households using the water system among all the parcels. Lot 3 will have 2 household water hook ups, the rest will all have one household hookup.
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 ALH 416 located on Lot 4 Short Plat Greenleaf Short Plat
3. The well, pump pressure tank, pumphouse, totalizing water meter, pipelines ending at the shut off valve for the individual lot and the community pipe line on Lot 4 of the Greenleaf Short Plat are termed and constitute the Greenleaf Drive Water System.
4. Each household choosing to subscribe to this agreement individually is responsible for installing and maintaining the following: 80 gallon or more pressure tank, water meter, shut off valve and back flow device. The water meter will be placed where it can be read by the water master. It is suggested a shut off valve be placed at house or shop where water will be used.
5. The parties desire to share the water from The Well and the services of the Lookout Drive 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.

6. The parties desire to share the costs, expenses, and labor of maintaining and repairing the Lookout Drive 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 LOOKOUT DRIVE WATER SYSTEM

The Well, primary pressure tank at pump, totalizing water meter, well-house, pipelines, and other miscellaneous hardware that exists for the distribution of water from the aforementioned well on Lot 4 and the pump house on Lot 3 constitute the Lookout Drive Water System.

SECTION TWO: ALLOCATION OF WATER

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 Water Master, to be elected as set forth below. Each subscriber to the Lookout Drive Water System shall make semi-annual payments, due June and December of each year PRESENTLY \$125.00 SEMI ANNUALLY, to a Lookout Drive Water System Account, hereinafter sometimes referred to as "the Account". Each subscriber shall have the sole responsibility for all unshared water lines, individual 80-gallon pressure tank, hardware, accessible to the Lookout Drive 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 serving the entire system.

Semi-annual payments shall be set as follows:

Active household Lot \$125.00 due in January and June.

Buildingless Lot \$65.00 due in January and June

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 WATER MASTER

Subscribers to the Lookout Drive Water System shall elect the Water Master 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 Water Master, the Water Master will be determined by drawing of straws among the subscribers, one straw per vote, where the Water Master from the previous year is exempt from participating. The Water Master shall oversee repairs and maintenance and shall pay the electric bill for the pump service out of the account. The Water Master 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 Water Master shall collect semi-annual payments from the subscribers and will report on expenditures to the subscribers annually. The Water Master'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 Lookout Drive 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. This also includes water testing as required.

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 Water Master is not held responsible or liable.

SECTION NINE: ANNUAL MEETING

The parties shall meet annually, in May, to elect the Water Master 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.

Stephanie Huntington
Stephanie Huntington

STATE OF WASHINGTON)
COUNTY OF Skamania

ss.

I certify that I know or have satisfactory evidence that ^{Stephanie}~~Huntington~~ the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4/16/07

Kelly Tougier

Notary public in and for the state of Washington,

Residing at N. Bonnevillie

My appointment expires: 1/23/10

