

WHEN RECORDED RETURN TO:

Michelle Brennan
21 Nesmith Rd.
Stemson, WA 98648

DOCUMENT TITLE(S)

Shared Well Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

BK 3/Pg. 240 / #2005156209

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Robert & Michelle Brennan

☐ Additional names on page _____ of document.

GRANTEE(S):

Arthur Kardinal and Donna Shipman

☐ Additional names on page _____ of document.

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

see attached

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

02063410160300 # 02063410140200

☐ 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.

SHARED WELL AGREEMENT

This Agreement, made and entered into this 31st day of August, 2009 by and between ROBERT M. BRENAN, and MICHELLE M. BRENAN, husband and wife, hereinafter referred to as the "supplying party", ARTHUR KARDINAL and DONNA SHIPMAN, husband and wife, hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as 21 Nesmith Road, Skamania, Washington 98648, (Parcel 1), located in the County of Skamania, State of Washington, which property is more fully described as follows, to wit:

and

WHEREAS, the supplied party is the owner of (Parcel 2), located in the County of Skamania, State of Washington, which property is more fully described as follows, to wit: 82 Nesmith Road, Skamania, Washington 98648

and

WHEREAS, the undersigned parties deem it necessary to drill, build, and provide a well system to service the parcels described herein, and an Agreement has been reached relative to the building, operation, maintenance and supply and operation of water from the well and any and all of costs associated with the drilling, building, operation, permits and supply of said well and water; and

WHEREAS, there is to be located a well upon 21 Nesmith Road, Skamania, Washington 98648 (Parcel 1), together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the well shall be built to be deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the water from the well to be built shall undergo a water quality analysis from the State of Washington health authority, the cost of which will be borne equally by the parties, and will be determined by the authority to supply safe and potable water; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to the drilling, building operation and maintenance of said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on 21 Nesmith Road, Skamania, Washington 98648 (Parcel 1) shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on 21 Nesmith Road, Skamania, Washington 98648 for domestic use.

2. That the owners or residents of the dwelling located on 82 Nesmith Road, Skamania, Washington 98648 (Parcel 2), as of the date of this Agreement shall:

a. Pay or cause to be paid promptly, a proportionate share of any and all expenses for the drilling, building, maintenance and operation of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half (1/2) of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.

3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well to be built or water distribution system maintenance will be borne by the owner of the affected parcel,

except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.

5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. A mediator or arbitrator shall be consulted in the event the parties cannot agree regarding said expenditures; and the mediator and/or arbitrator's decision shall be definitive.

6. That the supplied party shall pay to the supplying party their proportionate share for the costs of drilling, building, permitting and approval, operation and maintenance, and energy for the operation of the pumping equipment. This cost shall be determined by a separate meter upon each dwelling and for each parcel.

7. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 30th day of each succeeding month during the term of this Agreement.

(1) That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit: (Describe easements)

Nasmith Road between Lot three (3) of Gosiak
Short Plat and Lot two (2) of Skookum Short Plat,

10. That no party may install landscaping or improvements that will impair the use of said easements.

11. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

12. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that they will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving their respective parcel.

13. That in the event the referenced well to be built shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

14. That upon the availability of such other source of water, it is contemplated that 120 days is a reasonable time to be allowed to effectuate the necessary connections to the new source. Notices to terminate water source participation shall be served in writing 120 days prior to termination.

15. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Auditor's Office of Skamania County, Washington. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

16. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, mortgagee or by governmental entity.

17. That the said well to be built and this Agreement, if amended, shall initially serve no more than two single family dwelling units or two parcels, notwithstanding the ability of the parties to make other amendments to this Agreement.

18. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities if the parties hereto agree to the adding to the prescribed number of parties.

19. That the term of this Agreement shall be perpetual, except as herein limited.

20. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

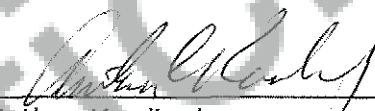
21. In the event a dispute arises between the parties, the parties hereto agree to resolve such dispute through a mediation or arbitration process to be governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

SUPPLYING PARTY:

SUPPLIED PARTY:


Robert M. Brennan


Arthur Kardinal


Michelle M. Brennan


Donna Shipman