

WHEN RECORDED RETURN TO:

Clark County Title
Attn: Stephanie Pitts
1325 SE Tech Center Ste 160
Vancouver WA 98683

DOCUMENT TITLE(S):

Shared Well Water Users Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

1. LED LLC
- 2.

GRANTEE:


1. LED LLC
2. Christian G Sartain
3. Natalya L Sartain

ABBREVIATED LEGAL DESCRIPTION:

Lot 3 of MALONEY SP, AF # 2006160363
Lot 4 of MALONEY SP, AF # 2006160363
Parcel # 02053120120300
Parcel # 02053120120000

☒ If this box is checked, then the following applies:

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.



Signature

SHARED WELL WATER USERS AGREEMENT

Grantors: LED, LLC

Grantees: LED, LLC and Christian G. and Natalya L. Sartain

Encumbering and benefiting the following two parcels located in NW1/4 of SEC31, T2N, R5E, **Willamette Meridian Skamania County, Washington as identified in the tax parcels below:**

Lot 4 of the Maloney Short Plat as recorded under auditor's file number 2006-160363, records of Skamania County Auditor. Also that portion of Lot 3 of the Maloney Short Plat described as follows:

BEGINNING at the NW corner of said Lot 3; thence North $89^{\circ} 43' 50''$ East, along the North line of said Lot 3 for a distance of 130.00 feet; thence South $01^{\circ} 57' 06''$ West parallel with the East line of said Lot 3 for a distance of 327.10 feet to the South line of said Lot 3; thence South $89^{\circ} 30' 26''$ West along said South line 28.77 feet to the South right of way line of the Washougal River Road; thence North $59^{\circ} 58' 28''$ West along said South line and said South right of way line, 85.52 feet; thence continuing along said South line and said South right of way line, North $30^{\circ} 01' 32''$ East, 5.00 feet, thence North $65^{\circ} 54' 47''$ West 31.00 feet to the West line of said Lot 3; thence leaving said South line and said South right of way line, North $02^{\circ} 05' 39''$ East along said West line 266.95 feet to the point of beginning.

AND

Lot 3 of the Maloney Short Plat as recorded under auditor's file number 2006-160363, records of Skamania County Auditor, except

BEGINNING at the NW corner of said Lot 3; thence North $89^{\circ} 43' 50''$ East, along the North line of said Lot 3 for a distance of 130.00 feet; thence South $01^{\circ} 57' 06''$ West parallel with the East line of said Lot 3 for a distance of 327.10 feet to the South line of said Lot 3; thence South $89^{\circ} 30' 26''$ West along said South line 28.77 feet to the South right of way line of the Washougal River Road; thence North $59^{\circ} 58' 28''$ West along said South line and said South right of way line, 85.52 feet; thence continuing along said South line and said South right of way line, North $30^{\circ} 01' 32''$ East, 5.00 feet, thence North $65^{\circ} 54' 47''$ West 31.00 feet to the West line of said Lot 3; thence leaving said South line and said South right of way line, North $02^{\circ} 05' 39''$ East along said West line 266.95 feet to the point of beginning.

Assessor's Tax Parcels: 02053120120000 , 02053120120300

Shared Water Well Users Agreement – Continued

OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed by the parties that water from the well located on Lot 4 of the Adjusted Maloney Short Plat, Skamania County, WA is intended to supply a reasonable supply of potable and healthful water for domestic purposes for one residential dwelling on each of Lots 3 and 4 of the Adjusted Maloney Short Plat, and each party is granted an undivided one-half interest in and to the use of the well and water system.

COST OF MAINTENANCE OF WATER SYSTEM

Each party hereto covenants and agrees that they shall share the maintenance and operational costs of the well and water system herein described, in equal amounts for both lots. The expense of water quality sampling if required by the State of Washington and Skamania County shall be shared in equal amounts for each lot. The parties shall establish and maintain a reserve account at a bank of their choice. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds in the reserve account shall be utilized for the sole purpose of submitting water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment or appurtenance thereto.

When and if the owners of Lot 3 decide to connect to the well, a fee of \$750 shall be paid to the owners of Lot 4 to reimburse for their share of any improvements or additions which have been made to the water system to that point. After that time any additions or improvements made to the water system, other than individual hook-up costs, shall be shared by the parties. Each year thereafter on August 1st, \$300 will be collected from each of the owners to provide for private maintenance, and shall be deposited in the above reserve account, until the balance reaches \$1500 and payments may then be stopped until the balance falls below \$1000. and then resumed.

EASEMENT OF WELL SITE AND PUMPHOUSE

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 20 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

The owner of Lot 4 grants an easement for the use and purpose of conveying water from the well to the property of Lot 3. Said easement shall be ten (10) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to houses served by the well. The centerline of said easement shall be the waterline itself or as 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.

REQUIREMENTS FOR CONNECTING TO THE WATER SYSTEM

Each home is required to install a meter and a pressure tank before connecting to the water system.

MAINTENANCE AND REPAIR OF PIPELINES

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. Cost of

Shared Water Well Users Agreement – Continued

repairing or maintaining common distribution pipelines shall be born equally by the owners of each lot. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or within 10 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 maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Skamania County Department of Public Health and/or other appropriate governmental agency.

WATER SYSTEM PURVEYOR

The owner of Lot 4 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.

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, 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. 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 prior consent of both properties and written approval from the Skamania County 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. These covenants and agreements may be terminated or modified upon the recordation of an acknowledged agreement signed by the then existing parties/contract purchasers sharing ownership of the well.

Shared Water Well Users Agreement - Continued

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.

Grantor LED, LLC.

By: Robert R. Espeland

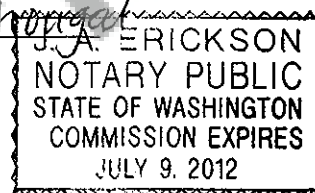
Robert R. Espeland, Managing Member of LED, LLC

State of WA, County of Clark

On this day personally appeared before me Robert R. Espeland, to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as his free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 17th day of August, 2010

Dee Lynn
NOTARY PUBLIC in and for the State of WA, residing at Washougal
My commission expires 7/9/12



Grantees:

Christian Sartain N. Sartain

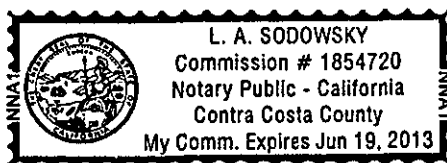
Christian G. Sartain 8-16-2010 Natalya L. Sartain 8/16/2010

State of California, County of Contra Costa

On this day personally appeared before me Christian Sartain, to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 16th day of August, 2010

L.A. Sadowsky
NOTARY PUBLIC in and for the State of California, residing at Oakley, CA
My commission expires June 19, 2013



Shared Water Well Users Agreement - Continued

LED, LLC

By: Robert R. Espeland
Robert R. Espeland, Managing Member of LED, LLC

State of WA, County of Clark
On this day personally appeared before me Robert R. Espeland, to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as her free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 17th day of August, 2010

J. A. Erickson
NOTARY PUBLIC in and for the State of WA residing at Washougal
My commission expires 7/9/12

