

WHEN RECORDED RETURN TO:

LED LLC
401 Sommerset Road
Woodland, WA 98674

DOCUMENT TITLE(S):

Shared Well Water Users Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

1. LED, LLC
2. Charles Tuell
3. Michelle Tuell

GRANTEE:

1. LED, LLC
2. Charles Tuell
3. Michelle Tuell

Full Legal Description located on Page 2

TAX PARCEL NUMBER(S):

02 05 31 3 0 0201 00 - Lot 1
02 05 31 3 0 0202 00 - Lot 2
02 05 31 3 0 0203 00 - Lot 3
02 05 31 3 0 0200 00 - Lot 4

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

ENCUMBERING AND BENEFITING THE FOLLOWING FOUR (4) PARCELS LOCATED IN THE NW ¼ OF THE SW ¼ OF SEC 31, T2N, R5E, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON. LOTS 1,2,3,AND 4 OF RIVER HEIGHTS ESTATES.

OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed by the parties that each of said parties shall be, and is hereby granted, an undivided one-quarter interest in and to the use of the well and water system to be constructed. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

COST OF MAINTENANCE OF WATER SYSTEM

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described. The expense of water quality sampling, as required by the State of Washington and Skamania County, shall be shared equally by all parties. The parties shall establish and maintain a reserve account at a mutually agreed upon banking institution. 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.

EASEMENT OF WELL SITE AND PUMPHOUSE

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 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.

WATERLINE EASEMENTS

Lot 2 shall grant an easement for the use and purpose of conveying water from the well to Lots 1, 3 and 4. Also, Lot 3 shall grant an easement for the use and purpose of conveying water from the well to Lot 4. Said easement shall be five (5) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to common point as referred to. The centerline of said five (5) foot strip of land shall be as described on the final recording of the Group B Water System, which is to be installed. No permanent type of building shall be constructed upon the water line easements, except as needed for the operation of the well and 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 repairing or maintaining common distribution pipelines shall be born equally by all parties. 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 with ten (10) feet of a septic tank or within ten (10) feet of sewage disposal drainfield lines.

PRESSURE TANKS AND INDIVIDUAL WATER FLOW METERS

There will be a total flow water meter at the well head. Each lot, upon connecting to the water service, shall be required, at their expense, and at their building site, to install a water pressure tank and an individual flow meter, with measurement in gallons.

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, 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 first lot to use the water system shall be designated "Purveyor" of the water system. Upon other lots joining in on the use, the lot owners shall decide among themselves as to who should be the designated purveyor. The purveyor shall be responsible for arranging submission of all necessary water samples as required in 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. The purveyor shall organize and maintain the water system records and notify the Health Officer and all parties, service connections and lots that are included in this agreement, of the water quality tests that are required by WAC 246-291 and Skamania County Rules and Regulations. Water system records shall be available for review and inspection by all parties in this agreement and 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 all properties and written approval from the Skamania County Department of Public Health.

HEIRS, SUCCESSORS AND ASSIGNS

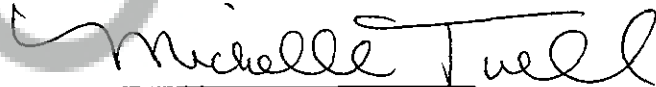
These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

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.



CHARLES TUELL



MICHELLE TUELL

LED LLC, BY: ROBERT R ESPELAND

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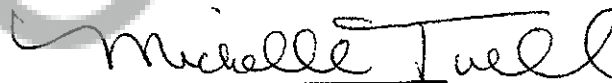
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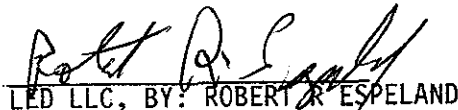
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CHARLES TUELL



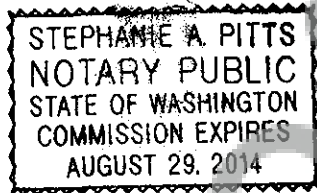
MICHELLE TUELL



LED LLC, BY: ROBERT R. ESPELAND

STATE OF WASHINGTON }
COUNTY OF CLARK }ss

I certify that I know or have satisfactory evidence that Charles Tuell and Michelle Tuell are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 11-5-10




Stephanie Pitts
Notary Public in and for the State of Washington
Residing in Vancouver
My appointment expires: 8-29-14

UNOFFICIAL
COPY

STATE OF WASHINGTON }
COUNTY OF CLARK }ss

I certify that I know or have satisfactory evidence that Robert R Espeland is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the Manager of LED, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 11-8-10



STEPHANIE A. PITTS
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 29, 2014

Stephanie Pitts
Notary Public in and for the State of Washington
Residing in Vancouver
My appointment expires: 8-29-14

UNOFFICIAL
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