

AFTER RECORDING MAIL TO:

Laurel Lease
c/o PMB 123 PO Box 50
White Salmon, WA 98672-0050

DOCUMENT TITLE:

SHARED WELL AGREEMENT of the Membership
of LAKE SHORE WATER DISTRICT

Date of Document:

August 15, 2011

PROPERTY SITE ADDRESSES:	ASSESSOR'S PROPERTY TAX PARCEL #:
39 Private Lake Road	43-10-02-0-0-0439-00
40 Private Lake Road	43-10-02-0-0-0440-00
41 Private Lake Road	43-10-02-0-0-0441-00
42 Private Lake Road	43-10-02-0-0-0442-00
43 Private Lake Road	43-10-02-0-0-0443-00
44 Private Lake Road	43-10-02-0-0-0444-00
45 Private Lake Road	43-10-02-0-0-0445-00

Northwestern Lake
Skamania County, Washington

GRANTOR:

Lake Shore Water District

by

GRANTEE:

Lake Shore Water District

**SHARED WELL AGREEMENT OF THE MEMBERSHIP OF
LAKE SHORE WATER DISTRICT
EFFECTIVE DATE: AUGUST 15, 2011**

The undersigned are all of the members of the Lake Shore Water District, System ID No. AA186J, referred to as "LSWD", being the legal owners of the Improved Property/Residence and adjoining structures referred to as "Improved Property Owner" with addresses listed below and are lessees of PacifiCorp's Real Property Sites referred to as "Site(s)" are located on Private Lake Road, at the unincorporated residential area known as Northwestern Lake in Skamania County, Washington. The water well located at 41 Private Lake Road, and registered as Well Tag ID No. AGP 253, with the Washington State Department of Ecology, together with the associated pump, pump house, holding/pressure tanks, pipelines, control valves and any other facilities referred to as "Well Equipment" necessary for the pumping, production and transportation of potable water to said Sites is repaired and maintained exclusively by the LSWD.

The Authorized Agent (AA) of the LSWD will be the legal owner of the improved property at 41 Private Lake Rd. The AA and all members of the LSWD wish to execute this Agreement in order to memorialize the rights and obligations of the Improved Property Owner to the Well and Well Equipment located at 41 Private Lake Road. The AA and members hereby agree to the following:

1. The water Well and Well Equipment is maintained and repaired by the LSWD which is wholly liable for its operation and capacity to supply potable water to all members. The Well is registered to the Improved Property Owner of 41 Private Lake Road at Northwestern Lake in Washington. The Well and its Water System has met the requirements of the Washington State Department of Ecology as a Group B Public Water System.

2. Each member is an Improved Property owner and lessee of the real property Site on which their Improved Property is located under a respective lease with PacifiCorp.

3. Notwithstanding the fact that the Well or any of the Well Equipment may be located on a particular Improved Property Site, the entire membership shall be liable for payment of usage fees or other expenses, fees, and assessments to the LSWD for maintenance and repair of the Well, Well Equipment, and the Group B Water System administration. Each member agrees, for itself and its successors and assigns, that the LSWD has a permanent "right of way" for (a) the presence of the Well Equipment (and any replacement or upgraded equipment reasonably necessary to operate the well) on its Site, and (b) that the LSWD may enter its Site from time to time as necessary to repair, maintain or upgrade the Well Equipment.

4. Each Site shall enjoy in perpetuity its membership in the LSWD subject to timely payment when due of all fees, and assessments as deemed necessary for the continued operation of the Water System. Timely payment is within 30 days of notification by email. This right may not be revoked, but shall always be appurtenant to

and be a right of each Improved Property Owner. Water Shutoff Policy will be enforced for non payment of fees. Water will be shut off for failure to pay the water fees and assessments when due. Shut off is a disconnect from the main water line with provision for reconnection upon full payment of all fees, expenses, and assessments owing at time of reconnection. A reconnect fee assessment will be owed in addition to other assessments.

5. Management of the Association shall continue to be governed by the "Lake Shore Water District Regulations". These Regulations can be modified by the AA and with a consensual vote of its membership only as necessary to fulfill the responsibilities of the Authorized Agent as defined by WAC 246-291-010. Current LSWD membership is closed to the current 7 Sites at 39 Private Lake Road, 40 Private Lake Road, 41 Private Lake Road, 42 Private Lake Road, 43 Private Lake Road, 44 Private Lake Road, and 45 Private Lake Road.

This Agreement is entered into by all parties with the understanding that each may rely upon it to preserve its habitable status and value of each member's Improved Property. It is being executed so that greater certainty regarding the obligations and rights of each member in the LSWD can be transferred upon sale of its Improved Property. It is acknowledged and agreed that all rights and privileges of each member are appurtenant to their respective Improved Property, may not be detached from or transferred to any person who is not the legal owner of said Improved Property. All rights and privileges shall transfer to the purchaser of each Improved Property upon sale by a member only after the Transfer Application and all fees and assessments have been received by the treasurer of LSWD.

In the event of the sale of the real property Sites by PacifiCorp to the Improved Property owners, this Agreement will continue to remain in effect, with the real property Sites now being owned by the Improved Property owners. A legal easement from each Site owner will be granted to the LSWD for the Well Equipment to be located on its respective Site property. This easement shall be recorded in Skamania County.

In the event the real property Sites owned by PacifiCorp are sold to a third party effecting a New Lessor, all LSWD rights and obligations will continue to remain in effect.

Shared Assets of Lake Shore Water District:

1. Well and Well site
2. Pump house
3. Pump and Pressure Holding Tanks
4. Control Valves
5. Main distribution pipelines within and outgoing from Pump house
6. Bank Checking and Saving Accounts and monies collected for use of repair, maintenance and administration expenses of LSWD

Members agree to abide by the terms and conditions of this Agreement by signing their respective consent on the following appurtenant signature pages three through nine:

SHARED WELL AGREEMENT OF THE MEMBERSHIP OF
LAKE SHORE WATER DISTRICT

I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Improved Property Site #39

Improved Property Owners:

Kevin L. Kirkpatrick
6109 N. Booth Ave
Meridian, ID 83646

 8/2/2011
Signature: Kevin L. Kirkpatrick Date

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I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Improved Property Site #40 Private Lake Rd

Improved Property Owners:

Kevin M. Felts
Julie A. Felts
13881 SE 126th Ave
Clackamas, OR 97015

Signature: Kevin M. Felts

Date: 8/6/11

Signature: Julie A. Felts

Date: 8/6/11

Roger Carlile
Kathleen Carlile
3337 NE Oregon
Portland, OR 97232

Signature: R. W. Carlile

Date: 8-11-11

Signature: Kathleen Carlile

Date: 8-14-2011

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I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

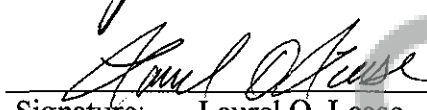
Improved Property Site #41 Private Lake Rd

Improved Property Owners:

Wayne D. Lease
Laurel O. Lease
41 Private Lake Road
White Salmon, WA 98672


Signature: Wayne D. Lease


Date


Signature: Laurel O. Lease


Date

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I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Improved Property Site #42 Private Lake Rd

Improved Property Owner:

William C. Fleet
2630 N. Hayden Island Dr #2
Portland, OR 97217

William C. Fleet 7/23/11
Signature: William C. Fleet Date

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I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Improved Property Site #43 Private Lake Rd

Improved Property Owners:

John A. Pereira
Carol Pereira
2815 E. 10th St.
The Dalles, OR 97058


Signature: John A. Pereira Date 8-7-11

A. JOHN PEREIRA


Signature: Carol Pereira Date 8-7-11

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LAKE SHORE WATER DISTRICT

I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Improved Property Site #44 Private Lake Rd

Improved Property Owners:

Steve Michels
Lynn Michels
14596 S. Clackamas River Dr
Oregon City, OR 97045

 8/6/11
Signature: Steve Michels Date

 8-6-11
Signature: Lynn Michels Date

SHARED WELL AGREEMENT OF THE MEMBERSHIP OF
LAKE SHORE WATER DISTRICT

I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Improved Property Site #45 Private Lake Rd

Improved Property Owners:

Michael J. Jablonski
Mary C. Jablonski
PO Box 234
Bingen, WA 98605

Michael J. Jablonski 7/16/11
Signature: Michael J. Jablonski Date

Mary C. Jablonski 7/16/11
Signature: Mary C. Jablonski Date