

After recording return to:  
Stone Land & Timber, LLC  
39120 SE Hudson Rd.  
Sandy, OR 97055

### **SHARED WELL WATER USERS AGREEMENT**

Grantors: STONE LAND AND TIMBER LLC

Grantees: STONE LAND AND TIMBER LLC

Encumbering and benefiting Lots 1 & 2 Stone Land Short Plat

Assessor's Tax Parcels: 02053420041100, 02053420041200

#### **OWNERSHIP OF THE WELL AND WATERWORKS**

It is agreed by the parties that water from the well located on the boundary between Lots 1 & 2 of Stone Land Short Plat, located in the NW quarter of section 34, Township 2 North, Range 5 East, Skamania County, WA is intended to supply a reasonable supply of water for domestic purposes for one residential dwelling on each of Lots 1 and 2 of Stone Land 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, including charges for electricity for powering the water system, 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.

If the owner of one of the lots develops the well first, the owner of the second lot to connect shall pay a fee of 50% of the documented costs of developing the well up to a maximum of \$2,000, to the other owner upon connecting in order to reimburse for their share of any improvements or additions which have been made to the water system to that point. Alternatively, both owners may cooperate equally in the initial development of the well. 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 1<sup>st</sup>, \$150 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 \$1200 and payments may then be stopped until the balance falls below \$1000, and then resumed.

#### **ARSENIC TREATMENT**

The owners of each lot shall individually be responsible for removing arsenic from their drinking water.

#### **REQUIREMENTS FOR CONNECTING TO THE WATER SYSTEM**

Each lot, before connecting to the water system, shall be required, at their expense and at their building site, to install a pressure tank and an individual flow meter.

**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 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 first lot to use the water system shall be designated "purveyor" of the water system. When the second lot joins the water system, the owners shall decide amongst themselves who should be the 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.

**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:**

STONE LAND AND TIMBER LLC.

By: [Signature]

State of \_\_\_\_\_, County of \_\_\_\_\_

On this day personally appeared before me \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013

*\* See attached acknowledgement \* (B)*

NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

**Grantees:**

STONE LAND AND TIMBER LLC.

By: [Signature]

State of \_\_\_\_\_, County of \_\_\_\_\_

On this day personally appeared before me \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2013

*\* See attached acknowledgement \* (B)*

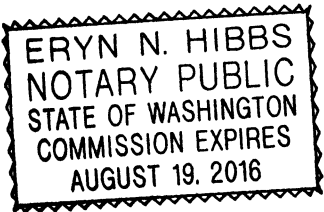
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

STATE OF Washington }  
COUNTY OF Clallam } ss

I certify that I know or have satisfactory evidence that Wayne Stone 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 Stone Land and Timber LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: December 2, 2013



Eryn N. Hibbs  
Notary Public in and for the State of WA  
Residing in Vancouver  
My appointment expires: 8/19/2016

STATE OF Washington }  
COUNTY OF Clark }ss

I certify that I know or have satisfactory evidence that Wayne Stone 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 Stone Land and Timber LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: ~~November~~ December 2, 2013

ERYN N. HIBBS  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
AUGUST 19, 2016

Eryn N Hibbs  
Notary Public in and for the State of WA  
Residing in Vancouver  
My appointment expires: 8/19/2016

**EXHIBIT "A"**

**Lot 1 and 2 of the Stone Land Short Plat, recorded under Auditor's File No. 2013000962, Skamania County, Washington.**

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