

WHEN RECORDED RETURN TO:

Brandy Audette
P.O. Box 106
Washougal, WA 98671

DOCUMENT TITLE(S):

Declaration for Operation, Maintenance and cost
Distribution for Shared well

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

1. Brandy L. Audette
2. Betty L. Huddleston

GRANTEE:

1. Brandy L. Audette
2. Betty L. Huddleston

TRUSTEE:

ABBREVIATED LEGAL DESCRIPTION: Lot 4 of Robert Ferguson short Plat,
NW 1/4 Section 8, Township 1N, Range 5E

Full Legal Description located on Page 5

TAX PARCEL NUMBER(S):

01050800081200, 01050800081203,
01050800080000, 01050800080003

☐ 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

Mount Pleasant Arena Water System

Serves TP 01050800080003, TP#01050800080000 referred to as Property 1 and TP#01050800081200 and TP#01050800081203 referred to as Property 2

**DECLARATION FOR OPERATION, MAINTENANCE AND COST DISTRIBUTION
FOR A SHARED WELL**

THIS DECLARATION made and entered into this 16 day of Jan., 2015 by the owner of the real property described below

WHEREAS, a well, pump, and appurtenant structures are located on Property 1, TP# 01050800080003 and TP#01050800080000 and

WHEREAS, the parties desire that the water for domestic purposes for both lots shall be furnished by the well and water system herein described; and

WHEREAS, the parties desire a written agreement concerning said well and distribution system, and,

WHEREAS, it is understood by all parties that "Property 1" is the sole owner of said water well:

NOW THEREFORE, pursuant to and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The parties hereby agree that each party shall be entitled to receive a supply of water for their respective properties and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

2. The expense of maintenance, repair and replacement of the water well, pump, motor, storage and housing facilities and other accessories thereto or any costs as levied by the State, Federal or County bodies shall be borne by both Property 1 and Property 2 owners. Property 1 owners is designated purveyor of the water system and is responsible for arranging submission of all necessary water samples as required in the Washington Administrative code, and handling emergencies such as system shutdown and repair. The purveyor shall maintain water system records for the water quality tests that are required by WAC 246-291.

3. The parties shall be individually responsible for and shall individually pay the cost and expense of constructing, installing, maintaining, replacing and repairing the underground water pipelines which shall run from said water well to their respective dwellings or other terminal point. The water pipelines shall have cut off valves at or near the water well. 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 the persons or property. Pipe material used in repairs shall meet approval of the Health Officer. Water pipelines shall not be installed within 10 feet of a septic tank or sewage disposal drain field lines.

4. The parties herein, their heirs, successors and or assigns will not construct, maintain or suffer to be constructed or maintained upon said land and within 100 feet of the well herein described any potential source of contamination such as septic tanks and drain fields, sewer lines, underground storage tanks, rods, railroad tracks, vehicles, structures, feed stations, grazing animals, chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind.

4. The parties shall not exceed 5000 gallons of water on any given day as per state water right law. Further the amount of yard, garden and other irrigation used by property 2 can not exceed ¼ acre or 10, 890 square feet.

5. The owner of "Property 2" acknowledges that the electrical service for the water well

pump is metered at the residence on "Property 1" and as such agrees to pay a monthly fee of \$15.00 per month to defray their proportionate share of the service cost to operate said water well pump. Said fee shall be paid on or before the 5th day of each month. The parties agree to review the electrical service costs from time to time and adjust the monthly fee accordingly.

6. In the event that the owner of "Property 1" sells, gifts, or otherwise conveys interest or title to Property 1, Mount Pleasant Arena, the subsequent owners shall be bound to the terms of this agreement. In the event that the owner of "Property 2" sells, gifts, or otherwise conveys interest or title to Property 2, Mount Pleasant Arena, the subsequent owners shall be bound to the terms of this agreement.

7. The parties here described shall have 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. The owner of Property 1 grants the owner of Property 2 an easement for the use and purpose of conveying water from the well to the property of Property 2. Said Easement shall be 10 feet in width and shall extend on, over, across and underneath said strip of land from designated well site to shared property line. No permanent type of building or structure shall be constructed upon the water line easement except as needed for the operation of the well and water system.

8. That from time to time as required, the parties hereto upon their mutual consent and agreement, may make such repairs, additions, changes, or alterations to said water well and its appurtenant equipment as shall be then found necessary, but not unilaterally by any of the parties hereto, save and except for and as related to their individual water delivery systems attached to said water well.

9. The rights granted in this agreement shall not be severable from the lots of real property described herein, nor separately conveyed therefrom without common consent of all the parties hereto, nor the waters produced from the well sold or divided, save and except as herein provided.

10. The obligations of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, and assigns.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement the day and year first above written.

Owner of Property 1 Brandy Audette

Betty Huddleston by Brandy Audette,
AIF

Owner of Property 2 Brandy Audette

Betty Huddleston by Brandy Audette,
AIF

STATE OF Washington
County of Skamania

On this day of , , before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared , known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.

Notary Public for the State of Washington
Residing at _____, Washington

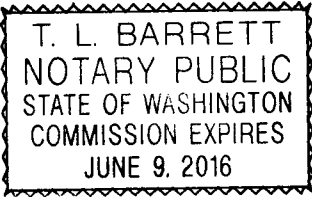
See attached BB


(Notary Acknowledgement to Declaration for Operation, Maintenance and
Cost Distribution for a Shared Well dated January 16, 2015)

STATE OF WASHINGTON }
COUNTY OF CLARK }ss

On this 16th day of January, 2015, before me personally appeared Brandy L. Audette, to me known to be the individual described in and who executed the foregoing instrument for herself and as Attorney in Fact for Betty L. Huddleston and acknowledged that she signed and sealed the same as her free and voluntary act and deed for herself and also as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

Dated: January 16th, 2015





Notary Public in and for the State of Washington
Residing in ~~Yan~~couver
My appointment expires: June 9, 2016

EXHIBIT "A"

Lot 4 of ROBERT FERGUSON SHORT PLAT, recorded in Book "2" of SHORT PLATS, page 13, records of Skamania County, Washington.

The South half of the South half of the Northwest quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPTING the West 13 acres thereof.

AND FURTHER EXCEPTING any portion thereof lying with the ROBERT FERGUSON SHORT PLAT, recorded in Book "2" of Short Plats, pages 13, 37 and 74, records of Skamania County, Washington, from said South half.

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