

Return Address

JOEL & PAMELA ANDERSON
1259 ROWE & TURNER ROAD
TOWNSEND GA 31331

612830114-SB

Document Title(s) SHARED WELL MAINTENANCE AGREEMENT

Reference Number:

Grantor(s) ANDERSON

Additional grantors on page ____

Grantee(s): ANDERSON

Trustee:

Additional grantees on page ____

Legal Description:

Assessor's Property Tax Parcel / Account Number: 02-05-30-0-0-0102-00 & 02-05-30-0-0-0103-00

The Auditor / Recorded will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provide herein.

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 of Requesting Party

SHARED WELL MAINTENANCE AGREEMENT

A. SUBJECT

1. Well #BCH535 was constructed to be a shared water source for Lot 1 & Lot 2 of Amended Georgia Meadows Short Plat (Skamania County Parcel ID #'s 02-05-30-0-0-0102-00 & 02-05-30-0-0-0103-00).
2. The purpose of this SHARED WELL MAINTENANCE AGREEMENT is to require the owners of both properties to equally share certain future repair expenses.

B. WELL MAINTENANCE

1. Legitimate expenses to repair well #BCH535 will be shared equally. This includes the common (shared) elements of the water system design that supplies both properties such as casings, the submerged main pump, submerged piping, valves and a pump house. If a common pressure tank, control system and wiring are utilized in the final design, maintenance of those components will also be shared equally.
2. Legitimate expenses shall include purchasing materials, replacement parts or components and payment for services rendered by third party contractors licensed by the State of Washington.
3. Water system design elements that are not common to both parcels will be the responsibility of the individual landowner to install and maintain. This includes underground piping and valves necessary to transfer water from the well head to the point of use. If separate pressure tanks, control systems, valves and wiring are utilized in the final design, maintenance expenses for those components will be the responsibility of the individual landowner.

C. NON-PAYMENT OF COSTS

1. A landowner, who becomes delinquent in the payment or reimbursement of legitimate well maintenance expenses under this agreement for a period longer than thirty days, shall be in default of this agreement. After ten days written notice following default, the other landowner shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs expended in such action. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

D. APPURTENANCE TO THE LAND

1. This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenant to the parcels of land herein described.

E. SERVER ABILITY

1. If any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

DATED: 4-14-15

Pamela A. Anderson
PAMELA A. ANDERSON

STATE OF WA)
COUNTY OF Clark) ss.

I certify that I know or have satisfactory evidence that Pamela A. Anderson is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4/14/15

Michele V. Silagy
Name: Shelly A. Boyce michelevsilagy
Notary Public in and for the State of WA
My appointment expires: 11/29/18 8/15/16

MICHELE V. SILAGY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 15, 2016

DATED: 4/14/15

Joel F. Anderson
JOEL F. ANDERSON

STATE OF Georgia)
COUNTY OF Laurens) ss.

I certify that I know or have satisfactory evidence that Joel F. Anderson is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4/14/15

Name: Melissa B. Chamness
Notary Public in and for the State of Georgia
My appointment expires: 09/17/17



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