

**WHEN RECORDED RETURN TO:**

Lanz & Trummel, PLLC  
PO Box 1116  
White Salmon, WA 98672

**DOCUMENT TITLE(S)**

**WELL AGREEMENT**

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**NONE**

**GRANTOR(S):**

**JOSHUA P. KISSINGER**

**GRANTEE(S):**

**JASON R. HOLLISTON and DANICA M. HOLLISTON**

**ABBREVIATED LEGAL DESCRIPTION:**

**LOT 3 AND LOT 4, BIG BUCK ACRES SHORT PLAT**

**TAX PARCEL NUMBER(S):**

**03-10-03-0-0-112-00 AND 03-10-03-0-0-111-00**

LPB 01-05

## 2 PARTY SHARED WELL WATER USERS AGREEMENT

Well ID Number: BIP- 244

**JOSHUA P. KISSINGER is the owner of Lot 4 of Big Buck Acres Short Plat, recorded in Skamania County Records under Auditors File No. 2014001269**

**AND**

**JASON RICHARD HOLLISTON and DANICA MARIE HOLLISTON, husband and wife are the owners of Lot 3 of Big Buck Acres Short Plat, recorded in Skamania County Records under Auditors File No. 2014001269.**

### **1. 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-half 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.

### **2. Cost of Water System Construction**

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests.

### **3. 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. The parties shall share their proportionate use and said use shall be determined by collection of data from both the electrical meter for the pump and from individual water meters installed in the Waterlines serving each property.

### **4. Division of Responsibility**

The owner of Lot 4 shall be the Purveyor of the well as set forth in Washington State Department of Ecology administrative rules. The owner of lot 3 (hereinafter Treasurer) shall be responsible for collection and deposit of monthly fees necessary for the operation, maintenance and repair of the well and waterworks equipment, payment of bills incidental to the operation and maintenance of the well and waterworks authorized by both parties. The Treasurer shall secure an EIN from the IRS for Buck Creek Waterworks, LLC, in order to open a bank account in the name of Buck Creek Waterworks, LLC. Treasurer will comply with IRS filing requirements, if any.

### **5. Annual Meeting**

The parties shall meet at least once each year on the Second Saturday of January at 10 am at the Wellhead, unless an alternate time is agreed upon at least 30 days in advance.

### **6. Water Line Easements**

Executed and recorded separately from this agreement, are easements for the waterline from the well, the wellhead and the 100 foot protection zone.

The Easement from the well located on Lot 4, including a waterline easement and access easement for the benefit of Lot 3 over lot 4, 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 new permanent type of building shall be allowed to be constructed upon the water line easement except as needed for the operation of the well and water system.

#### **7. 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. Cost of repairing or maintaining common distribution pipelines shall be born equally by both 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 within 10 feet of a septic tank or sewage disposal drain field lines and shall be below frost line. In the event of a major repair need, exceeding the parties' financial capability, individually or jointly, the parties may terminate this agreement, extinguish the easements and secure their own water supplies pursuant to the terms of paragraph 12.

#### **8. Prohibited Practices**

The parties herein, their heirs, successors and/or assigns, will comply with Skamania County Building Codes and Skamania County Ordinances governing construction, location of facilities and activities, within the Sanitary Control Area, as defined by Skamania County Ordinances, so long as the well is operated to furnish water for two-party domestic use. The parties will not cross connect any portion or segment of the water system with any other water source or waste water disposal outlet without prior written approval of the Skamania County Public Health Department and/or other appropriate governmental agency.

#### **9. 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 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 the parties shall develop a new source of water. 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.

#### **10. 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 property owners and written approval from the Skamania County Public Health Department.

#### **11. Restriction on Water Use**




State water right laws prohibit this system from using more than 5000 gallons of water for indoor domestic use on any day without first obtaining a permit from the Washington State Department of Ecology. Also each parcel may irrigate no more than ½ acre of noncommercial lawn or garden. In order to remain in compliance, each party is prohibited from using more than 2500 gallons of water on any given day for indoor domestic use. Further, the total amount of yard, garden and other irrigation used by each property cannot exceed 1/2 acre or 21,780 square feet.

#### **12. Termination of this Agreement**

This agreement may be revoked at anytime; however, it may not be revoked without each property obtaining a sufficient acceptable potable water source and prior consent of both property owners. Termination of this agreement shall require the property owners to provide: 1) proof of a notarized revocation of this agreement, 2) proof of the potable water source for each property to the Skamania County Health Department for review and approval, and agreement of the depreciated value of the system if operational. After, review and approval by the health department the property owners shall then file: 1) the notarized revocation of this agreement and 2) proof of the potable water

source approved by the health department for each property at the Skamania County Auditor's Office as a recorded document that runs with the title of the land.

**13. 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.

Signed:  Jason Richard Holliston  
 Danica Marie Hollison  
 Joshua P. Kissinger

STATE OF WASHINGTON )  
 )ss.  
 County of Skamania )

On this day personally appeared before me, JASON RICHARD HOLLISTON AND DANICA MARIE HOLLISTON, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 14<sup>th</sup> day of April, 2015.



S. Leimert  
 Name: Sarah Leimert  
 Notary Public in and for the State of Oregon  
~~Washington~~; Residing at: Mythomah  
 My commission expires: 8/4/18

STATE OF WASHINGTON )  
 )ss.  
 County of Skamania )

On this day personally appeared before me, JOSHUA P. KISSINGER, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 14<sup>th</sup> day of April, 2015.



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