

RETURN ADDRESS
Jeremy A. Carmichael
22 Cliffside Estates Road
Washougal WA 98671

149905
622-65280-JG
Document Title(s)
SHARED WELL AGREEMENT

Reference Number(s) of related documents:

Grantor(s)
McAtee, Jr, Louis
McAtee, Amanda

Grantee(s)
Carmichael, Jeremy A.
Carmichael, Shekinah Ro E.

Abbreviated Legal Description:
Lot 3 of THE CLIFF SIDE SHORT PLAT, according to the Plat thereof, recorded under Auditor's File No. 2012181867, Skamania County, State of Washington.

Assessor's Property Tax Parcel/Account Number
02 05 34 0 0 0607 00

The Auditor/Recorder 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 provided herein.
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

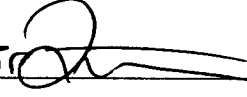
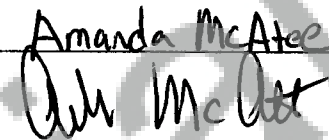
Signature of Requesting Party

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this tenth day of June, 2015 by Louis and Amanda McAtee, owners and all subsequent owners of the property known as; 24 Cliffside Estates Rd, located in the County of Skamania, State of Washington and by Jeremy and Shekinah Carmichael, owners and all subsequent owners of 22 Cliffside Estates Rd, located in the County of Skamania, State of Washington.

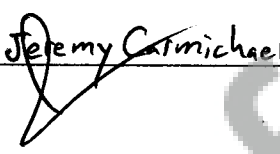
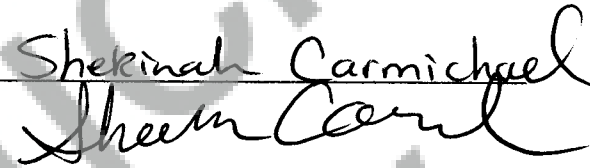
WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as 24 Cliffside Estates Rd, located in the County of Skamania, State of Washington

Owner(s) Louis McAtee Jr Amanda McAtee
 

and

WHEREAS, the supplied party is the owner of 22 Cliffside Estates Rd, located in the County of Skamania, State of Washington

Owner(s) Jeremy Carmichael Shekinah Carmichael
 

and

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said, water; and

WHEREAS, there is located a well on the property of 24 Cliffside Estates Rd, located in the County of Skamania, State of Washington, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is understood by all parties that "24 Cliffside Estates Rd, located in the County of Skamania, State of Washington" is the sole owner of said water well, and it is the sole discretion of the owners of 24 Cliffside Estates Rd, located in the County of Skamania, State of Washington to enter into the following well agreement with the owners of 22 Cliffside Estates Rd, located in the County of Skamania, State of Washington; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well, is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein: and

WHEREAS, the United States of America, Rural Housing Services, will not finance or guarantee mortgage loans covering the separate properties and improvements or guarantee mortgage loans covering the separate properties and improvements thereon unless proper assurance is given by the parties as demonstrated by execution of this Agreement, that the water distribution system will have a continuous and satisfactory operation in accordance with the terms of this Agreement; and

WHEREAS, the water from the well has undergone a water quality analysis from the State of Washington health authority and has been determined by the authority to supply safe and potable water; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on 24 Cliffside Estates Rd, located in the County of Skamania, State of Washington shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well for quotidian domestic use this excludes the right to draw water to fill swimming pools and ponds of any type unless written approval from suppliers is granted.
2. The party owning the property and the well located on 24 Cliffside Estates Rd, located in the County of Skamania, State of Washington have agreed that they have covered the cost of the drilling of the well, installation of the casing and

the purchase and installation of the pump, power supply to the main well pump and painting of the pump house. In lieu of sharing the cost of installation, the party owning the property located at 22 Cliffside Estates Rd, located in the County of Skamania, State of Washington has agreed to build a pump house including a firm concrete foundation, insulated walls and ceiling, caulked siding and roofing that will match the existing residence, installation of a water reserve tank, a booster pump and all plumbing that connects the water distribution system together as well as supplying power to the booster pump. Both parties are in agreement that the cost of the energy to run the water distribution system is already split with both residences paying for the cost of electricity to operate one pump each.

3. The parties shall be individually responsible for and shall individually pay the cost and expense of construction, 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 cutoff valves at or near the water well.
4. That the owners or residents of the dwellings located on 22 Cliffside Estates Rd, located in the County of Skamania, State of Washington, as of the date of this Agreement shall: Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include any repairs and maintenance on said well and water distribution system.
5. That each of the parties hereby agrees to completely bare the cost of any and all repairs, to shared well and water distribution system, if the damage is done by person or parties connected to either sole residence. Any damages done by nature or as an act of God will be shared by both parties as stated above.
6. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

6. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings at their own expense.
7. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be binding.
8. That it is the agreement of the parties hereto that the payment for the energy cost is already split with both residences supplying electricity the pump house. If the cost of running one pump significantly exceeds the other both parties can agree to modify the way the energy cost is shared. This amendment must be done in writing and added to the contract.
9. Each party agrees to repair any major leaks or ruptures on their lot, or connecting easements, in a timely fashion. Should another have to do this for them during an extended absence, the affected party agrees to compensate the repairer in the next month's bill.
10. That each of the parties to this Agreement does hereby grant to the other, their heirs, successors and assigns, such easements over, across and through the respective Lots as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of the Agreement.
14. That no party may install landscaping or improvements that will impair the use of said easements.
15. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent Lot in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.
16. Each of the parties agrees not to do anything that might contaminate or over strain the water distribution system. Each of the parties agrees to use only as much water as is needed by one average home and average yard and gardens on their Lot, and not to waste, abuse, sell or give significant amounts of water away to other neighbors.

17. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective Lots, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
18. That upon the availability of such other source of water, it is stipulated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
19. That the respective rights and obligations of the supplied party shall continue until the supplied party who wishes to terminate their participation in the Well Agreement has executed and filed a written statement of termination. Upon termination of participation in the Agreement, the owner and occupant of each residence that is terminated from the Agreement shall have no further right to the use of the well or the easements. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses uncured thereafter. The costs of disconnection from the well and the water system shall be borne by the owner of the pertinent lot.
20. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, mortgagee or the United States of America, Rural Housing Services.
21. That the said well and this Agreement, if amended, shall serve no more than two single family dwelling units and attached outbuildings on the two lots, notwithstanding the ability of the parties to make other amendments to this Agreement.
22. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities; however, this Agreement may not be amended during the term of a Federally-insured (direct) or guaranteed mortgage on any property served, except as provided herein, for the purpose of adding to the prescribed number of parties.
23. That the term of this Agreement shall be perpetual, except as herein limited.
24. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

BY *Marvin L. Latta*

DATE 6-10-15

BY *Cody L. Jones*

DATE 6/10/15

County of Skamania

State of Washington

Sworn and subscribed before me this 10th day of June 2015

Jeri L. Connolly
JERI L. CONNOLLY
STATE OF WASHINGTON
NOTARY —•— PUBLIC
My Commission Expires April 28, 2016

Notary Public

Unofficial Copy