

After Recording Mail to:
Oliver Pochert,
PO Box 389
Bingen, WA 98605

SHARED WELL - WATER AGREEMENT

This Agreement, made and entered into on 7/13/2015 between Jess Reed, hereinafter referred to as the "supplying party", and Oliver Pochert, hereinafter referred to as the "supplied party".

Property of the supplying party is known as (Lot 1 – Little Buck Creek Road), Tax Parcel ID # 03100300-0105/00, located in the County of Skamania, State of Washington.

Property of the supplied party is known as (Lot 2 – Little Buck Creek Road), Tax Parcel ID # 03100300011000 located in the County of Skamania, State of Washington.

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.

The well is located between the property lines of Lot 1 and Lot 2. 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 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.

The water from the well has undergone a water quality test at the time the well was drilled, it has been determined by all parties involved during the drilling, that the well supplies safe and potable water; and the parties hereto desire to enter into this Agreement for the purpose of defining their respective rights and obligations pertaining to said well and water distribution system.

In consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system 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. Until this Agreement is terminated, 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 households residing thereon, are hereby granted the right to draw water from the well.

2. The owners or residents of the dwellings located on Lot 1 and Lot 2, as well as all future owners and occupants of said parcels, as of the date of this Agreement shall pay or cause to be paid promptly, a proportionate share of all expenses for the operation, maintenance and repair of the well and water distribution system. For well system maintenance and repair, each respective share shall be determined by dividing the amount of each expense by two, it is being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total necessary repair, replacement or maintenance expenses. The supplied party shall pay to the supplying party his proportionate share for the cost of energy used during operation of pump equipment. The proportionate share for the cost of energy is determined by the calculation shown in Table 1: Energy Consumption - Well Pump. Changes to the current calculation, such as changes to number of people receiving water, changes to the cost per kwh per Skamania PUD or hours of pump in use, requires re-calculation, to determine the proportionate share for the cost of energy. In case of a re-calculation, both parties shall agree in writing before the re-calculated proportionate share of energy cost goes into effect. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the proportionate share of energy cost; and the arbitrator's decision shall be definitive.

Table 1: Energy Consumption - Well Pump:

	*KW	Gal. per day 3 people	Pump System Gal. per min.	Minutes pump in use per day	Hours pump in use per day	**Cost to operate pump per day	Cost to operate pump per month	Cost to operate pump per year
Well Pump 1.5 hp								
	1.11855	552	25	22.08	0.368	\$0.03	\$0.88	\$10.65

*1HP =
0.745699872 kilowatts

** KWH Skamania PUD =
\$0.0709

3. 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.

4. Each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. 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 definitive.
6. It is the agreement of the parties hereto that the payment for energy cost shall be made yearly, during the term of this Agreement. If any such payment remains unpaid for a period of 30 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party. In the event that the supplying party terminates the supply of water, or does not supply electricity for continuous well operation, for any reason other than an unpaid share of energy cost, owed beyond a period of 30 days by the supplied party, the supplied party may connect to the well an alternate temporary and /or permanent power source at the supplying parties expense, to continue well operation and water supply to the supplied parties dwellings. The supplying party is responsible for the cost of the equipment, installation and connection of the alternate power source.
7. It is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.
8. Each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.
9. No party may install landscaping or improvements that will impair the use of the well and water distribution system.
10. Each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel 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.
11. Only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment.

12. 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 parcels, 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. Upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
13. The respective rights and obligations of the parties shall continue until the party who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Skamania, State of Washington. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. 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 incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.
14. The undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party.
15. The parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities.
16. The term of this Agreement shall be perpetual.
17. 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 Jess D Reed

DATE July 13, 2015

BY Oliver Pochert

DATE July 13, 2015

State of Oregon

County of Hood River

This instrument was signed before me on July 13th, 2015

by Jess Reed
Print name of signer(s)

Juana Marquez
Notary Signature

Affix seal/stamp as close to signature as possible.



State of Oregon

County of Hood River

This instrument was signed before me on July 13th, 2015

by Oliver Pochert
Print name of signer(s)

Juana Marquez
Notary Signature

Affix seal/stamp as close to signature as possible.

