

Return Address:

Pacific Lifestyle Homes
11815 NE 99th St, Suite 1200
Vancouver WA 98682

Document Title(s)

Well Easement and Maintenance Agreement

Reference Number:

Grantor(s):

Richard And Joanne McAuliff

Additional grantors on page ____

Grantee(s):

Pacific Lifestyle Homes, Inc.

Trustee:

Additional grantees on page ____

Legal Description:

See Attached Exhibit "A"

Together with an easement for ingress, egress and utilities over the private roads delineated on the recoded Plat thereof.

Assessor's Property Tax Parcel / Account Number: 02 05 31 2 0 0905 00

Additional parcel #'s on page ____

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

AFTER RECORDING RETURN TO:

Pacific Lifestyle Homes, Inc.
11815 NE 99th Street
Suite 1200
Vancouver, Washington 98682

**WELL EASEMENT AND
MAINTENANCE AGREEMENT**

Grantors: Richard and Joanne McAuliff
51 Estate Lane
Washougal, WA 98671

Grantee: Pacific Lifestyle Homes, Inc.
11815 NE 99th Street
Suite 1200
Vancouver, WA 98682

1. PROPERTY SUBJECT TO EASEMENT AND AGREEMENT

Richard and Joanne McAuliff are the owners of Lot 2 and Pacific Lifestyle Homes, Inc. is the owner of Lot 3 of the Hemlock Creek Estates Short Plat, recorded in Auditor's File No. 2008171686 the records of Skamania County, Washington.

2. PURPOSE OF EASEMENT AND AGREEMENT

The purpose of the easement granted herein is to: 1) provide Lot 3 a non-exclusive easement to access and utilize the domestic water well, electrical lines, and any water treatment systems ("Shared Water System") located on Lot 2; and 2) to construct, use, maintain, and repair a water pipe conveyance system ("Conveyance System") to deliver water from the Shared Water System across Lot 2 to Lot 3 as described below. Grantor/Grantee further desires to set forth covenants, terms, and conditions that shall govern the maintenance, repair and/or replacement of the Shared Water System ("Maintenance Agreement").

3. LEGAL DESCRIPTION

- a. See Exhibit "A," attached hereto, for a full legal description of the Shared Water System and Conveyance System easement area, and Exhibit "B," also attached hereto, for sketch of the easement area.
- b. The Shared Water System and Conveyance System easement area burdens Lot 2 of the Hemlock Creek Estates Short Plat.
- c. The Shared Water System and Conveyance System easement area benefits Lot 3 of the Hemlock Creek Estates Short Plat.

4. DURATION AND NATURE OF AGREEMENT

The easement granted herein and accompanying Maintenance Agreement shall continue and remain in effect for perpetuity. This Agreement is intended to and does attach to and

run with the land affected herein. The covenants and agreements contained herein shall binding on Grantor and all persons claiming thereunder. It is the intent of Grantor to create a continuing obligation and right on the part of Grantor and all subsequent owners of Lots 2 and 3.

4. EASEMENT

Grantor, for itself and its heirs, successors, and assigns, covenants and agrees to and with Grantee, its heirs, successors, and assigns, that the above described property owned by Grantor shall not be used for any conflicting use or purpose detrimental to the Shared Water System or Conveyance System, or contrary to the laws and rules of any governmental agency that may be applicable and/or related to the Systems. The benefitted property shall have exclusive right of access to the Shared Water System for all lawful domestic water uses, including, but not limited to, domestic water supply, exterior irrigation of the benefitted property, and fire suppression uses. The benefitted property shall also have exclusive right of access to the Conveyance System easement area for installation, monitoring, maintenance, and/or repair of the water conveyance lines located within the easement area.

5. MAINTENANCE OF SHARED WATER SYSTEM

The owners of Lot 2 and Lot 3 of the Hemlock Creek Estates Short Plat shall be the Managers of the Shared Water System and shall be jointly and severally responsible for maintenance, repair, and/or replacement of the Shared Water System and the adjacent easement area. If, however, the act of an owner, their guests, invitees, licensees, tenants, contractors, and/or agents causes damage to any portion of the Shared Water System and/or adjacent easement area, the owner shall be solely responsible for the entire cost of any required repairs.

The owners of Lot 2 and Lot 3 shall be the managers of the Shared Water System. Lot 2 shall put the well house power in its name and be solely responsible for making timely and complete payments to allow for uninterrupted service. The owner of Lot 3 shall pay a yearly assessment of One Hundred Dollars (\$100) to the owner of Lot 2 no later than January 15th of each year for compensation for electric power service necessary to operate the Shared Water System. At the end of the year, the owners of Lot 2 may reconcile the actual expenditures and either credit or collect the balances from the actual power bills.

The owners of Lot 2 and Lot 3 shall confer from time to time regarding maintenance and repairs of the Shared Water System that may be required under this Agreement. Each owner shall have one vote. If there is more than one owner of any Lot, each owner of the individual Lot shall a proportionate share of one vote. In the event of any disagreement between the owners concerning maintenance any payment obligations, the owners shall agree upon and appoint an arbitrator who shall resolve any disagreements that may arise. If the owners cannot agree on the appointment of an arbitrator, they shall petition the presiding judge of the Superior Court for the State of Washington for the County of Skamania to appoint an arbitrator. The owners shall equally bear the cost of the arbitrator. Owners shall individually bear all other costs related to any arbitration. The arbitrator's decision shall be final and may be entered in any court of competent jurisdiction.

The owner of Lot 3 shall be solely responsible for all costs related to the construction, maintenance, and repair of the portion of the Conveyance System intended to serve Lot 3 that is located within the easement area on Lot 2.

6. INDEMNIFICATION

The benefiting owners shall hold harmless, defend, and indemnify the burdened property owner against all claims, demands, actions, and suits, including attorney fees and costs brought any of them arising out of the failure to properly design, locate, construct, or maintain any improvements related to the Conveyance System located in the easement area. All workers undertaking maintenance or construction work on or to the Conveyance System within the easement shall have standard liability insurance in a reasonable amount from a reputable insurance company which protects the burdened property owner.

7. TERMINATION

The owners may not modify, withdraw from, terminate, dissolve, or revoke the covenants and agreements contained herein to jointly and severally share costs to maintain, repair, and/or replace the Shared Water System without the written approval of all owners of Lot 2 and Lot 3. Any modification, withdrawal from, termination, dissolution, or revocation of the covenants and agreements contained herein shall be recorded against each property with the County Recorder's Office as a document that runs with the title of the land.

8. NOTICE

Any notice, demand, or report required under this agreement shall be delivered to each owner at the street address of his/her Lot, or if an owner does not reside at the property, to the current property tax notification address for the property. An owner may change or designate an alternative notification address by providing written notice to the other owner(s). Required notices or demands shall be made by hand delivery or certified mail, return receipt request. Delivery of notice shall be deemed to have been completed upon physical receipt or 48 hours after posting with the U.S. Mail, whichever first occurs.

9. SUCCESSORS AND ASSIGNS

The covenants and agreements contained herein shall run with the land and shall be binding on all parties having, or that may hereafter acquire, any right, title, or interest in the properties described herein, or any portion thereof, and they shall pass to and for the benefit of each subsequent owner thereof.

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned has executed this Well Easement and Maintenance Agreement this 24 day of February, 2016.

Grantor:

By: Richard McAuliff
Richard McAuliff
Owner

Grantor:

By: Joanne McAuliff
Joanne McAuliff
Owner

By: Joanne M. McAuliff
(HIS/HER ATTORNEY IN FACT)

State of Washington

) ss.

County of Clark

)

I certify that I know or have satisfactory evidence that Richard McAuliff, acting as Owner of Lot 2, Hemlock Estates, is the person who appeared before me and said person acknowledged that he signed this instrument and on oath stated it to be his free and voluntary act for the use and purpose mentioned in the instrument.

DATED this _____ day of _____, 2016.

NOTARY PUBLIC FOR Washington

My Commission Expires: _____

State of Washington

)

) ss.

County of Clark

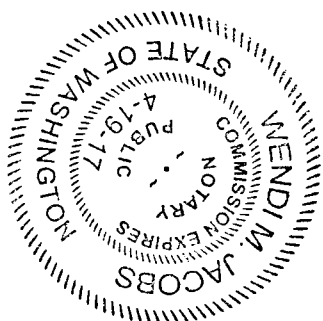
)

I certify that I know or have satisfactory evidence that Joanne McAuliff, acting as Owner of Lot 2, Hemlock Estates, is the person who appeared before me and said person acknowledged that she signed this instrument and on oath stated it to be his free and voluntary act for the use and purpose mentioned in the instrument.

DATED this 24 day of February, 2016.

NOTARY PUBLIC FOR Washington

My Commission Expires: 4/19/17



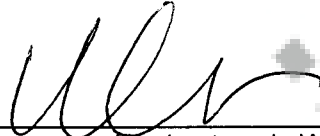
State of Washington

ss.


County of Clark

I certify that I know or have satisfactory evidence that before me personally appeared Joanne McAuliff, who executed the within instrument as Attorney in Fact for Richard McAuliff and acknowledged to me that ~~he~~ signed and sealed the same as he free and voluntary act and deed as attorney in fact for Richard McAuliff, 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 * is now living and is not incompetent.

Dated: February 24, 2016

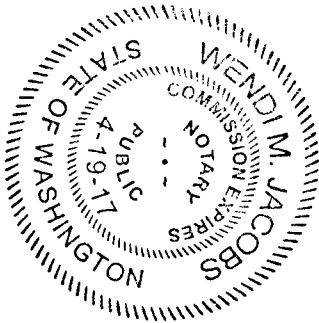


Notary name printed or typed: Wendi Jacobs

Notary Public in and for the State of 

Residing at Camas

My appointment expires: April 19, 2017



Unofficial Copy

KPF

KPF Surveying Inc.
1514 N.E. 267th Ave.
Camas, WA 98607
360-834-0174



September 28, 2015

EXHIBIT "A"

SHARED WELL EASEMENT

A Shared Well Easement over, under and across a portion of Lot 2 of "Hemlock Creek Estates", according to the plat thereof recorded in Auditors File number , records of Skamania County, Washington, more particularly described as follows;

Beginning at the Southwest corner of said Lot 2;

Thence North 89°29'07" East, along the South line of said Lot 2, for a distance of 219.41 feet to the TRUE POINT OF BEGINNING;

Thence North 00°30'53" West, for a distance of 18.00 feet;

Thence North 89°29'07" East, for a distance of 10.00 feet;

Thence South 00°30'53" East, for a distance of 18.00 feet;

Thence South 89°29'07" West, for a distance of 10.00 feet to the TRUE POINT OF BEGINNING.

Containing 180 square feet, more or less.

EXHIBIT "B"

JOB NO: 15-078

DATE: 9-27-15

