

**WHEN RECORDED RETURN TO:**

**KIMBERLY C. /ROBERT M. NOAH  
201 ELLIE WAY  
WASHOIUGAL, WA 98671**

**DOCUMENT TITLE(S)**

**SHARED WELL WATER USERS AGREEMENT**

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

**GRANTOR(S):**

**KIMBERLY C. NOAH, ROBERT M. NOAH, SCOTT M. DOUGLAS , CHRISTINE T. DOUGLAS**

**GRANTEE(S):**

**KIMBERLY C. NOAH, ROBERT M. NOAH, SCOTT M. DOUGLAS, CHRISTINE T. DOUGLAS**

**BENEFICIARY: N/A**

**TRUSTEE: N/A**

**ABBREVIATED LEGAL DESCRIPTION: SECTION 31, T2N, R5E**

**LOT 1 AND LOT 2, MALONEY SHORT PLAT**

**TAX PARCEL NUMBER(S):**

**02 05 31 2 0 1201 00 AND 02 05 31 2 0 1202 00**

## SHARED WELL WATER USERS AGREEMENT

Encumbering and benefiting the following two parcels:

Lot 1 & 2 of Maloney S/P# 2006160363

Assessor's Tax Parcels: 02053120120100, 02053120120200

*Legal Description attached as Exhibit 'A'*

### **OWNERSHIP OF THE WELL AND WATERWORKS**

It is agreed by the parties that water from the well located on Lot 1 of the Maloney Short Plat, Skamania County, WA is intended to supply a reasonable supply of potable and healthful water for domestic purposes for one residential dwelling on each of Lots 1 and 2 of the Maloney Short Plat, 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. Each party is granted an undivided one-half interest in and to the use of the well and water system.

### **COST OF MAINTENANCE OF WATER SYSTEM**

Each party hereto covenants and agrees that they shall share the maintenance, operational, and electrical pumping costs of the well and water system herein described; each respective share shall be determined by dividing the amount of each expense by two, it being understood that each party shall pay an amount equal to one half. The expense of water quality sampling if required by the State of Washington and Skamania County shall be shared in equal amounts for each lot.

### **EASEMENT OF WELL SITE AND PUMPHOUSE**

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 20 feet of the well site in any direction. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

### **WATER LINE EASEMENTS**

The owner of Lot 1 grants an easement for the use and purpose of conveying water from the well to the property of Lot 2. Said easement shall be five (5) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to houses served by the well. The centerline of said easement shall be the waterline itself or as herein described. No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.

### **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. Pipe material used in repairs shall meet approval of the Health Officer. Cost of repairing or maintaining common distribution pipelines shall be born equally by the owners of each lot. 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 within 10 feet of sewage disposal drain field lines.

### **PROHIBITED PRACTICES**

The parties herein, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 50 feet of the well herein described, so long as the same is operated to furnish water for public consumption, any of the following: septic tanks and drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, vehicles, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Skamania County Department of Public Health and/or other appropriate governmental agency.

### **WATER SYSTEM PURVEYOR**

The owner of Lot 1 is designated "Purveyor" of the water system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Skamania County Rules and Regulations and handling emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer.

### **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 public 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 as determined by the Health Officer, the parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall obtain written approval from the Health Officer. 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.

### **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 properties and written approval from the Skamania County Department of Public Health.

**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. These covenants and agreements may be terminated or modified upon the recordation of an acknowledged agreement signed by the then existing parties/contract purchasers sharing ownership of the well.

**ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES**

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of 12% per annum together with all collection fees.

By:

*Scott M. Douglas & Christine T. Douglas*  
Douglas, Scott M, & Christine T

Notary Public  
State of Washington  
CINDY M SCHAFFNER  
MY COMMISSION EXPIRES  
May 29, 2019

State of WA, County of Clark

On this day personally appeared before me *Cindy M Schaffner*, to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 14 day of May, 2016

*Cindy M Schaffner*  
NOTARY PUBLIC in and for the State of WA, residing at *Camas*.  
My commission expires *May 29, 2019*.

By:

*Noah M. Noah & Kimberly C. Noah*  
Noah, Kimberly C & Robert M

State of WA, County of Clark

On this day personally appeared before me *Cindy M Schaffner* to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 14 day of May, 2016

Notary Public  
State of Washington  
CINDY M SCHAFFNER  
MY COMMISSION EXPIRES  
May 29, 2019

Cymisch  
NOTARY PUBLIC in and for the State of WA, residing at Camas.  
My commission expires 5/29/19.

Unofficial  
Copy

EXHIBIT 'A'

LOT 1 AND LOT 2 OF THE MALONEY SHORT PLAT RECORDED IN AUDITOR'S FILE  
NO. 2006160363, SKAMANIA COUNTY RECORDS.

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