

**WHEN RECORDED RETURN TO:**

Stephanie Huntington

P O Box 209

Nashongal WA 98671

**DOCUMENT TITLE(S)**

Agreement Allocating Rights to use Shared Onsite Septio  
System and for Repair and Maintenance of Hamilton studios  
SHARED ONSITE SEPTIC SYSTEM

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

Steve See and Stephanie Huntington & Steve See

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Steve See and Stephanie Huntington & Steve See

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

LOT 4, 5, 6 of the Hamilton First Addition to the Town of Underwood  
recorded in Book A of Plats Page 53 in Skam. County and LOT 7  
Plat of the Hamilton 1st Addition to the Town of Underwood recorded in Book A of Plats,  
Complete legal on page \_\_\_\_\_ of document. Page 53 in the County of Skamania

**TAX PARCEL NUMBER(S):**

03102322 0700-00 and 03102322120000

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

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.

**AGREEMENT ALLOCATING RIGHTS TO USE SHARED ONSITE SEPTIC SYSTEM AND FOR REPAIR  
AND MAINTAINANCE OF THE HAMILTON STUDIOS SHARED ONSITE SEPTIC SYSTEM**

**RECITALS**

1. Each party is the owner of tracts of land located in Lots 4-7 Plat of the Hamilton First Addition to the Town of Underwood recorded in Book A of Plats, Page 53 in the County of Skamania State of Washington. Tax ID's 031023220700-00 ,62 Hamilton Ave and 03102322120000 , with no Street address, but for the purpose of simplicity called Lot 7.

All tracts of land will hereinafter be referred to as the parcels and shall include a total of not more than two households using the shared on-site septic system. (Three total bedrooms for both houses)

2. The owners of each tract of land at the sole discretion of the undersigned parties become a party to this agreement and thereby to share an onsite septic system that is defined in the Maps in Exhibits A , B and C

3. The shared septic system for these two parcels consists of: The Primary drainfield at 62 Hamilton , septic tank at 62 Hamilton, reserve area for a sand lined bed on both 62 Hamilton and Lot 7, septic lines to each property. Each household is responsible for installing and maintaining the lines from the house to the main septic line .

4. The parties desire to share the onsite septic system and to provide , at their sole discretion for this privilege to be bestowed upon their successors in ownership of the Parcels and thereby to be passed on with ownership of the aforementioned lots.

5. The parties desire to share the costs , expenses and labor of maintaining and repairing the onsite septic system, and to bind themselves, their heirs, successors, and assigns to carry out the obligations set forth herein for so long as their respective parcel shall receive the benefit of the onsite septic treatment supplied by said septic system.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION ONE: ESTABLISHMENT OF THE HAMILTON STUDIOS SEPTIC SYSTEM**

The primary and secondary drainfields, the septic tank, the pipelines and other miscellaneous hardware that exists for the sewer system for the aforementioned onsite septic system with primary field at 62 Hamilton and secondary field on 62 Hamilton and Lot 7 including pipe going across 62 Hamilton to access Lot 7 constitute the Hamilton Studios onsite septic system.

**SECTION TWO: ALLOCATING OF ONSITE SEPTIC SYSTEM**

This is a three bedroom system with 62 Hamilton being a two bedroom home, and Lot 7 limited

to a one bedroom home.

### SECTION THREE: ALLOCATION OF EXPENSES

Ongoing expenses, including yearly filter cleaning , repairs, and maintenance shall be handled by the Septic System MASTER, to be elected as set forth below. Each subscriber to the Hamilton Studios Septic System shall pay equally in any repairs and maintainance equally. Each subscriber shall have sole responsibility for all unshared lines on Lot 7 and unshared one to 62 Hamilton, hardware and shut off valve to Lot 7 accessible to the Hamilton Studios. All repairs and maintainance to the shared lines shall be maintained and repaired using funds collected at the time of the repair or maintainance. All parties to this agreement shall have the right to free and easy access along all easements which serve the entire system. In the event that repairs are needed, all repairs will be in easement. In the event that a large repair is needed a one-time assessment shall be made to all subscribers to cover the outstanding bills. Liens on property can be done for non -payment.

SECTION FOUR: ELECTION OF Septic System Master: The subscribers to the Hamilton Studios shall elect the Septic System Master by nomination and vote among the subscribers, one vote per subscribing lot owned. In the event that no one wishes to voluntarily take on the position , the Septic System Master will be determined by drawing of straws among the subscribers, one straw per vote. The Septic System Master will oversee repairs and maintenance, and shall collect payments from the other subscriber. Master will also preform other admisistrative procedures as required to retain approval for the septic system operation for state and local regulatory agencies. The Septic System Master will keep and report yearly maintainance and repair costs to other subscriber annually in the first month of each year. The term will last for one year, from June 1st to June 1st of the following year.

### SECTION FIVE: MAINTAINANCE AND REPAIRS DEFINED

The maintenance and repairs to be undertaken and performed under this agreement shall include keeping the septic system, septic lines , and septic tank in proper working order, protecting the sewer lines from damage, repairing leaks and all such other things as may be necessary to ensure a safe and reliable onsite sewer system.

### SECTION SIX: RESPONSIBILITY FOR DAMAGE

In the event that the septic system is damaged by contruction, landscape work, excavation, or other such activities, the responsible owner or contractor will bear the cost of repairs. In addition the responsible owner shall immediately assure that the septic lines to the damaged section be turned off, notify all affected parties of the problem, and conduct whatever repairs are necessary to get the system back on line as soon as possible. Any plantings/landscaping damaged in the septic line easement are not the responsibility of the Hamilton Studios Septic

System if caused by repairs needed.

**SECTION SEVEN: PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY**

Any liability of the parties for personal injury to any workman employed to make repairs under this agreement , or to any third part, or for damage to the property of such person as a result of or arising out of repairs and maintenance uder this agreement, shall be borne equally by the parties. Liscensed contractors shall be used at all times for repairs.

**SECTION SEVEN: LIABILITY OF SEPTIC SYSTEM MASTER**

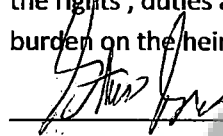
The parites are responsible for ascertaining the wholesomeness and suitability of their onsite septic system. The Septic System Master is not held responsible or liable.

**SECTION NINE : ANNUAL MEETING**

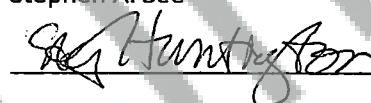
The parties shall meet annually , in May, to elect the Septic System Master for the upcoming year, and to review the status of the Septic system.

**SECTION TEN: AGREEMENT TO RUN WITH THE LAND**

This agreement , once assigned by the Parties below to new onwers, shall run with the land and the rights , duties and obligations hereunder shall inure to the benifit of, and constitute a burden on the heirs , successors and assigns of the parties hereto.

  
\_\_\_\_\_

Stephen A. See

  
\_\_\_\_\_

Stephanie Huntington

State of Washington)

) ss.

County of Klickitat )

**STEPHANIE PORTER**  
**NOTARY PUBLIC**  
**STATE OF WASHINGTON**  
**COMMISSION EXPIRES**  
**MARCH 01, 2021**

I certify that I know or have satisfactory evidence that Stephanie Huntington and Stephen A. See that the persons who appeared before me , and said persons acknowledge that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

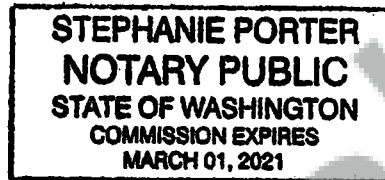
Dated 06-20-2017

Stephanie Porter

Notary public and for the state of Washington

Residing at Bingen, Wa

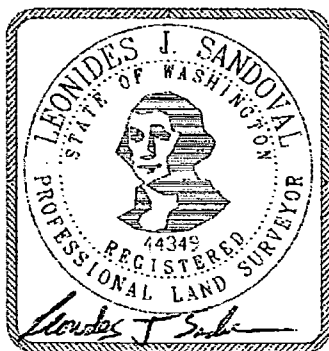
My appointment expires: March 01, 2021



Unofficial Copy

PROJECT:	170422
FILE No:	170422-EX
FILE PATH	
REPATH	
LAYOUT:	LAYOUT
SURVEYED:	KA
DESIGN:	
DRAFT:	ADS
APPROVE:	LS
DATE:	DATE
SHEET	1 OF 2 SHEETS



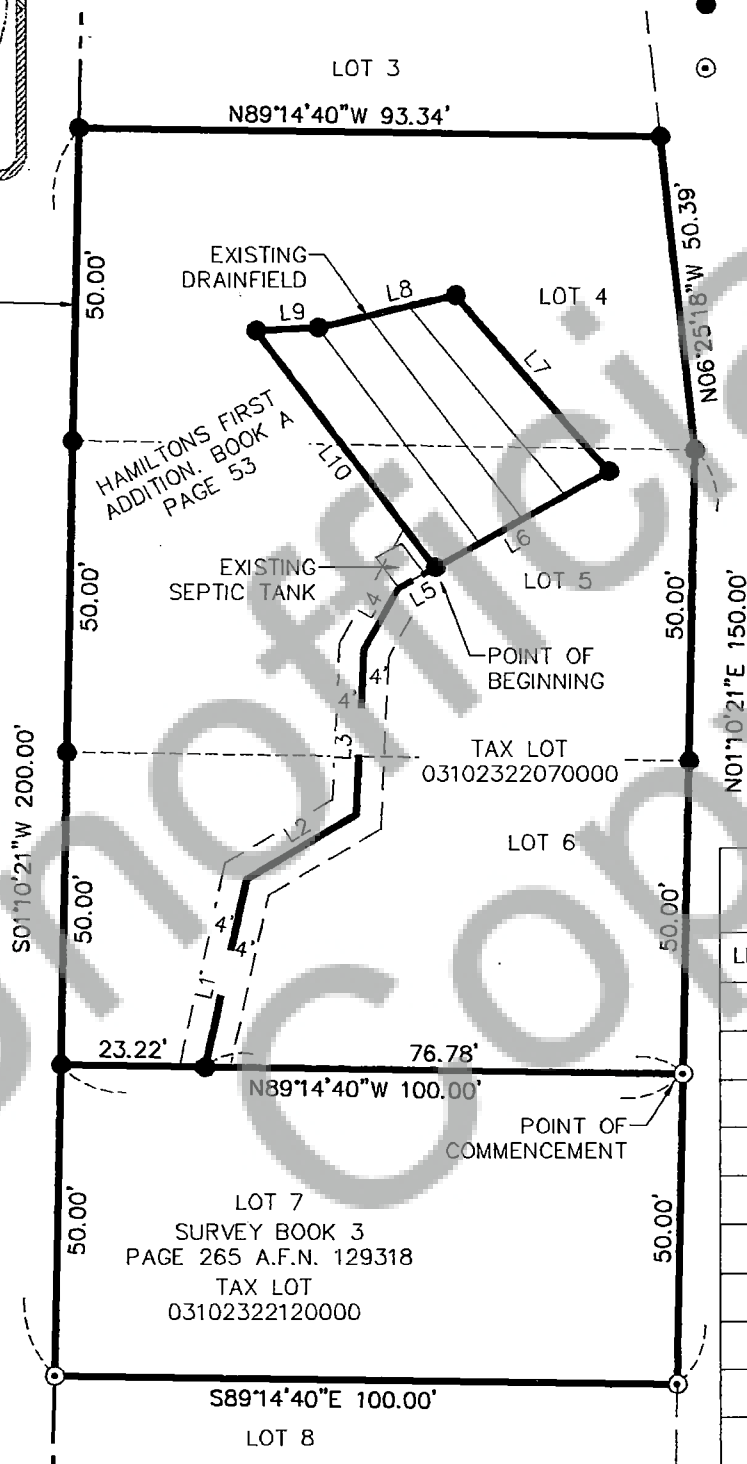


# EXHIBIT "A" C'

## LEGEND

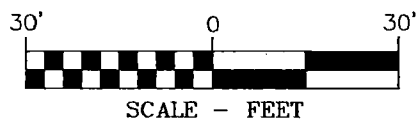
R.O.S. RECORD OF SURVEY  
A.F.N. AUDITOR'S FILE NUMBER  
● COMPUTED POINT  
⊙ 5/8" IRON ROD WITH RED PLASTIC CAP PER TRANTOW SURVEYING BOOK 3, PAGE 265

HAMILTON AVE



## LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N12°39'01"E	30.86
L2	N59°27'09"E	20.48
L3	N2°41'50"E	26.31
L4	N29°27'50"E	11.33
L5	N60°52'11"E	6.80
L6	N60°52'11"E	31.86
L7	N41°01'18"W	37.42
L8	S76°37'39"W	22.68
L9	S87°00'08"W	10.02
L10	S37°09'01"E	47.71



## BASIS OF BEARINGS

RECORD OF SURVEY NO.  
BOOK 3, PAGE 265. A.F.N. 129318

**DRAINFIELD EASEMENT**  
LOCATED IN THE NW 1/4 OF THE NW 1/4  
OF SECTION 23, T.3N., R.10E., W.M.

**KA**  
Klein & Associates, Inc.  
ENGINEERING • SURVEYING • PLANNING  
1411 13th Street • Hood River, OR 97031  
TEL 541 388 2327 • FAX 541 388 2315

PROJECT: 170422  
FILE NO: 170422-EX  
FILE PATH:  
LAYOUT: LAYOUT  
SURVEYED: KA  
DESIGN:  
DRAFT: ADS  
APPROVE: LS  
DATE: DATE  
SHEET: 1 OF 2 SHEETS