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|--------------------------|
| WHEN RECORDED RETURN TO: |
| Donna Cahill |
| 22 Cherrywood Ln. |
| Washougal, WA |
| 98671 |

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| DOCUMENT TITLE(S) |
| Shared Well Water Easement Agreement |
| REFERENCE NUMBER(S) of Documents assigned or released: |
| NA |
| <input type="checkbox"/> Additional numbers on page _____ of document. |
| GRANTOR(S): |
| Warren and Dana Stout |
| <input type="checkbox"/> Additional names on page _____ of document. |
| GRANTEE(S): |
| Donna and Andre Cahill |
| <input type="checkbox"/> Additional names on page _____ of document. |
| LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter): |
| SKAMANIA COUNTY REAL ESTATE EXCISE TAX N/A OCT - 9 2018 |
| <input type="checkbox"/> Complete legal on page _____ of document. |
| TAX PARCEL NUMBER(S): |
| # 02052330110000 6.1. # 02052330130000 |
| <input type="checkbox"/> 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. |
| I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document. |
| Company Name: _____ |
| Signature/Title: Donna F. Cahill |

**SHARED WELL WATER AGREEMENT
and
EASEMENT**

Easement Agreement

THIS AGREEMENT is made and entered on the day and year as hereinafter written by and between WARREN W. STOUT and DANA N. STOUT, husband and wife (hereinafter "STOUT"), and ANDRE J. CAHILL and DONNA F. CAHILL, husband and wife (hereinafter "CAHILL"), (hereinafter collectively "the parties"), and is as follows:

RECITALS:

WHEREAS, STOUT is the owner of Skamania County tax parcel number 02052330110000, commonly known as 21 Cherrywood Lane, Washougal, Skamania County, Washington; and

WHEREAS, CAHILL is the owner of Skamania County tax parcel number 02052330130000, commonly known as 22 Cherrywood Lane, Washougal, Skamania County, Washington; 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 maintaining such; and

WHEREAS, a well is located upon Skamania County tax parcel number 02052330110000, commonly known as 21 Cherrywood Lane, Washougal, Skamania County, Washington, together with water distribution facilities (hereinafter "water distribution system"), for the purpose of

supplying water to Skamania County tax parcel number 02052330110000, commonly known as 21 Cherrywood Lane, Washougal, Skamania County, Washington, and Skamania County tax parcel number 02052330130000, commonly known as 22 Cherrywood Lane, Washougal, Skamania County, Washington (hereinafter collectively “supplied properties”); 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 supplied properties 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 supplied properties; 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 supplied properties with water from the well for all domestic uses; and

WHEREAS, the parties hereto desire to enter this Agreement to reduce 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 Skamania County tax parcel number 02052330110000, commonly known as 21 Cherrywood Lane, Washougal, Skamania County, Washington, shall be used by the parties to this Agreement as well as by all future owners and occupants of said supplied properties, upon the following terms and conditions:

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1. Definitions For the purposes of this Agreement, the following definitions shall apply:

(a) "Supplied Properties" or "Supplied Property" "Supplied Properties" or "Supplied Property" refers to Skamania County tax parcel number 02052330110000, commonly known as 21 Cherrywood Lane, Washougal, Skamania County, Washington, and Skamania County tax parcel number 02052330130000, commonly known as 22 Cherrywood Lane, Washougal, Skamania County, Washington.

(b) "Owner or Owners" "Owner" or "Owners" means those persons holding a fee simple title to a supplied property, except, however, that if title is held subject to the rights of a real estate contract vendee or vendees, the contract vendee or vendees are, for purposes of this Agreement, deemed to be Owner or Owners of such supplied property.

(c) "Water System" "Water System" means the well, well pump, power supply, waterworks building, any water meters, water main, and water distribution system. It shall not include the water line that provides water to an individual supplied property or any residence thereon, which shall be the sole responsibility of the Owner.

2. Duration. The terms of this Agreement shall run with and be binding upon the supplied properties until the Owners, by majority vote, terminate the water system, or when the water system fails and cannot be repaired, or as otherwise provided for herein. This Agreement may be amended by a majority vote of the then Owners of the supplied properties. Any vote contemplated within this Agreement shall be on the condition that each supplied property shall have one total vote notwithstanding the number of Owners of said property. As an example, if a husband and wife are Owners of a supplied property, together they will have one total vote.

3. Termination of Prior Agreements. There are no other verbal or other Agreements which modify or affect this Agreement. The parties hereto intend for this Agreement to recite the entire Agreement between the parties, hereby revoking all covenants and restrictions previously provided for and inconsistent with the terms of this Agreement.

4. Use The usage of the water system shall not be limited, with the exception that water provided to each supplied property shall be limited to use by a single-family residence. It is the intention and purpose of the parties hereto that the water system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto and to assure the continuous and satisfactory operation and maintenance of the water system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto.

5. Right to Water. Until this Agreement is terminated as provided for herein, the parties hereto, their heirs, successors, and assigns, for the exclusive benefit of the supplied properties are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Skamania County tax parcel number 02052330110000, commonly known as 21 Cherrywood Lane, Washougal, Skamania County, Washington.

6. Contamination. The parties hereto agree not to take any action that might contaminate or over strain the water system. Each of the parties agrees not to abuse their use of the water from the water system.

7. Fences, Hedges, Walls, and Driveways. All future fences, hedges, walls, and driveways shall be placed as not to interfere with the water system or maintenance thereof.

8. Easements. An easement for the installation and maintenance of the water system is hereby reserved on Skamania County tax parcel number 02052330110000, commonly known as

21 Cherrywood Lane, Washougal, Skamania County, Washington. STOUT hereby creates, grants, and conveys to CAHILL and their heirs, successors, and assigns, a perpetual, non-exclusive easement over, under, and across Skamania County tax parcel number 02052330110000, commonly known as 21 Cherrywood Lane, Washougal, Skamania County, Washington for the maintenance of the water system and any water line from the water system to Skamania County tax parcel number 02052330130000, commonly known as 22 Cherrywood Lane, Washougal, Skamania County, Washington. CAHILL shall be responsible for repairing any damage to Skamania County tax parcel number 02052330110000, commonly known as 21 Cherrywood Lane, Washougal, Skamania County, Washington and/or its improvements resulting from their or their agent's installation and maintenance of the water system and any water line from the water system to Skamania County tax parcel number 02052330130000, commonly known as 22 Cherrywood Lane, Washougal, Skamania County, Washington.

9. Provisions for Maintenance Costs of Water System. The cost of maintaining the water system described herein shall be allocated equally between the parties, with the exception of any booster pump or other equipment which services only one supplied property. The cost of maintaining any booster pump or equipment which services only one supplied property shall be the sole responsibility of the Owner of said supplied property. During any period when the water system is being used solely by one party, such party shall maintain the water system so used to the standards existing at the time use commenced. During any period when more than one party is using the water system, the parties thereto shall meet and establish any and all necessary maintenance provisions. No vote shall be required to repair the water system in the case of an emergency. An emergency shall be defined as a situation wherein the well is in jeopardy of

being run dry or the supplied properties will be without water for more than two (2) consecutive days.

10. Maintenance Definition. For the purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the water system, its structure, and its facilities as nearly as possible in their present condition or in the condition the same are in after improvements have been made.

11. Provisions for Maintenance Costs of Water Line to Residence. All Owners, for themselves, their heirs, successors in interest, and assigns shall be responsible for maintenance and repair of their individual water line, including all costs of installation, the correction of any defects, and the installation of any improvements.

12. Damage to Water System. The parties shall repair or cause to be repaired at their sole cost and expense any damage to the water system caused by that party which is more than that which would occur through normal and prudent usage of said water system. Should inordinate damage to the water system occur because of the use of said water system by a party not bound by this maintenance agreement, the parties shall meet and agree upon the costs of the repair or replacement, the identity of the party appointed to undertake the repair or replacement, and the share of the repair or replacement costs to be borne by each user of said water system.

13. Improvements. Unless a party hereto agrees in writing, in advance, to share in the costs of any proposed improvement(s) to the water system described herein, all costs of said improvement(s) made shall be the sole responsibility of the party making the improvement(s).

14. Annual Assessment. The parties hereto acknowledge that the power for the water system is supplied solely from Skamania County tax parcel number 02052330110000, commonly known as 21 Cherrywood Lane, Washougal, Skamania County, Washington and is accounted for

by a single meter. The parties recognize that it is not feasible to calculate the amount of power usage by each individual supplied property for the water system, and therefore agree that an annual assessment shall be charged to CAHILL. CAHILL shall pay to STOUT an annual assessment of \$300.00 which shall be due and payable on or before January 1 of each calendar year. Every year beginning January 1, 2020, the annual assessment shall be adjusted up or down to account for the increase or decrease in the rates and fees of the public utility district.

15. Alternate Water Source. In the event that another source of water shall become available to CAHILL or any additional users, then the rights and obligations of the said party created by this Agreement shall cease and terminate.

16. Release of Liability. The parties hereby acknowledge that the water quality has not been tested nor is such being attested to or guaranteed by STOUT. CAHILL, their respective heirs, beneficiaries, trustees, executors, administrators, predecessors, successors, assigns, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge STOUT, their respective heirs, beneficiaries, trustees, executors, administrators, predecessors, successors, assigns, and all persons acting by, through, under, or in concert with them, and each of them from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which have occurred or may occur as the result of the water system's water quality.

17. Attorneys Fees. In the event of legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

18. Enforcement. Should any Owner violate or attempt to violate any of the provisions of this Agreement, a party hereto, as his or her option, shall have the full power and authority, but not the requirement, to prosecute any proceeding at law or in equity against the Owner violating or attempting to violate any of the provisions of this Agreement, either to prevent the doing of such or to recover damages sustained by reason of such violation. Failure by a party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

19. Severability. Invalidity of any provision of this Agreement by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

20. Notice. Any notice required to be sent to any Owner under the provisions of this Agreement shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as the Owner of record at the time of such mailing.

21. Binding on Successors. This Agreement shall run with the supplied properties and bind the successors and assigns in interest and all parties having or acquiring any right, title or interest in the properties or any portion thereof.

22. Interpretation. Use of the singular herein shall include reference to the plural, and vice versa, and use of the masculine gender shall include reference to the feminine gender. The captions in this Agreement are inserted only as a matter of convenience and for reference, and in no way describe, define, or limit the intent of this Agreement. The captions are not to be used in interpreting this Agreement.

Warren W. Stout
 WARREN W. STOUT
 Dated: 10-8-2018

Andre J. Cahill
 ANDRE J. CAHILL
 Dated: 10-8-2018

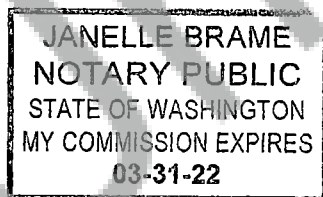
Dana Stout
 DANA N. STOUT
 Dated: 10-8-2018

Donna F. Cahill
 DONNA F. CAHILL
 Dated: 10-8-2018

STATE OF WASHINGTON)
 : ss
 County of ~~Skamania~~ Clark)

THIS IS TO CERTIFY that on this 8 day of October, 2018, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared WARREN W. STOUT and DANA N. STOUT, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that said individuals signed the same as said individuals' free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

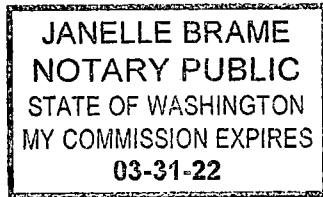


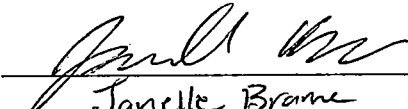
Janelle Brame
 Janelle Brame
 NOTARY PUBLIC in and for the
 State of Washington, residing at: The UPS Store
 My Appointment Expires: 03-31-22

STATE OF WASHINGTON)
 : ss
 County of ~~Skamania~~ Clark)

THIS IS TO CERTIFY that on this 8 day of October, 2018, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared ANDRE J. CAHILL and DONNA F. CAHILL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that said individuals signed the same as said individuals' free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.





Janelle Brame
NOTARY PUBLIC in and for the
State of Washington, residing at: The UPS store
My Appointment Expires: 03-31-22

Unofficial Copy