

Shared Well Agreement Amendment

This agreement, made and entered into this **23rd** day of **March 2020**, between **Pali M.Y. Chang**, who resides at **10322 Washougal River Road, Washougal, WA 98671**, hereafter referred to as the “supplying party”, and **Tyson S. Ferguson and Kelly L. Ferguson** hereafter referred to as the “supplied party”, who reside at **201 Laurel Lane, Washougal, WA 98671**.

WHEREAS, the supplying party is the owner of property located at **10322 Washougal River Road, Washougal, WA 98671**, which property is hereby referred to as “Parcel 1” and is fully described as follows:

Lot 45, Washougal Riverside Tracts, recorded in Book “A” of plats, Page 80, records of Skamania County, Washington.

WHEREAS, the supplied party is the owner of property located at **201 Laurel Lane, Washougal, WA 98671**, which property is hereby referred to as “Parcel 2” and is fully described as follows:

Lot 44, Washougal Riverside Tracts, recorded in Book “A” of plats, Page 80, records of Skamania County, Washington.

WHEREAS, the parties have agreed to share the use of well and well pump and desire to reduce their agreement to writing; and

WHEREAS it is necessary that an easement stay over Parcel 1 for the benefit of Ferguson and all successor owners of Parcel 2 in order to allow for the maintenance of the water lines to the pump and pump cover.

THE PARTIES WILL CONTINUE TO MAINTAIN AS FOLLOWS:

1. Parcels 1 and 2 shall have the right to use water from the existing well which is located at a point which: (a) is located approximately 78 feet SW on a directional line which runs perpendicular to the boundary line which separates Parcels 1 and 2, such directional line beginning on such boundary line approximately 80 feet from the intersection of such boundary line and Washougal River Road; and which (b) is also 80 feet SE on a directional line which runs perpendicular to the boundary line which separates Parcel 1 and Washougal River Road, such directional line beginning on such boundary line approximately 78 feet from the intersection of such boundary line which separates Parcel 1 and Washougal River Road and the boundary line at Washougal River Road which separates Parcels 1 and 2.
2. Water shall be used for domestic purposes (for lawns and gardens, etc.), but may not be used for agricultural or commercial purposes.
3. The owner(occupant) of Parcel 2 shall pay the owner of Parcel 1 the sum of sixty dollars (\$60,00) per year, payable on January 1st of each year, as compensation for electricity to run the well pump.
4. Both parties shall share equally in the cost of general repairs to the well, well pump, and pump cover.
5. The duty to install, repair, and replace the water lines serving Parcels 1 and 2 shall be borne by the person using the line.

6. The owner of Parcel 2 has been granted an easement over Parcel 1, for the purpose of repairing and maintaining a water line which connects to the well. The centerline of the easement commences at the boundary lines between Parcels 1 and 2 and runs SW approximately 78 feet to the well on the same directional line described above in Section 1, which is perpendicular to the boundary line which separates Parcels 1 and 2. A map provided in the original Shared Well Agreement recorded on the 18th of October, 2013 shows the approximate location of the easement, well, and well cover.
7. This agreement is for the useful life of the drilled well located on Parcel 1. If the well should go dry, collapse, or generally fail, then this agreement shall be terminated if public water is available. If public water is not available, the parties shall cooperate to reestablish a well in whatever location they deem necessary.
8. This agreement shall run with the land described in Exhibit A that was filed with the original Shared Well Agreement. It shall be binding upon and insure to the benefit of the parties, their heirs, successors, or assigns. This agreement shall be deemed perpetual until terminated as herein provided or declared void by a court of law.
9. This agreement may be terminated or amended only by the mutual consent of all owners(parties).

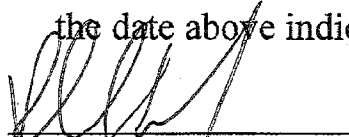
Lien: If the owner shall fail to pay their proportionate share of maintenance expenses as provided in this agreement, then a lien may be impressed upon their property, as in the nature of a mechanic's lien, and may be foreclosed after the owner has first been given notice in writing to pay and neglected to pay for 60 days or more.



Attorney's Fees: Will be superseded by arbitration costs as described below.

Arbitration: Disputes or impasses between the above described parties shall be handled through binding arbitration. Binding arbitration must be through the American Arbitration Association or a similar body and may be initiated at any time by any party to this agreement. Parties to the agreement must share equally in the arbitration costs.

Effective Date: The effective date of this agreement shall be the date of fully executed signatures of each party to this agreement.

IN WITNESS THEREOF, the parties have executed this instrument the date above indicated.


Pali M.Y. Chang



Tyson S. Ferguson

Kelly L. Ferguson
S. K

STATE OF WASHINGTON)
County of: Skamania)

I certify that I know or have satisfactory evidence that **Pali M.Y. Chang** is the person who has appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 25th day of March, 2020.

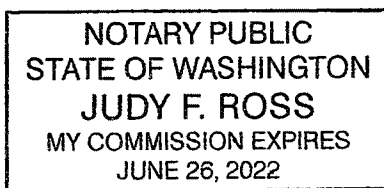
NOTARY PUBLIC
STATE OF WASHINGTON
JUDY F. ROSS
MY COMMISSION EXPIRES
JUNE 26, 2022


Notary Public
My commission expires 6/26/2022

STATE OF WASHINGTON)
County of: *Skamania*)

I certify that I know or have satisfactory evidence that **Tyson S. Ferguson** and **Kelly L. Ferguson** are the persons who have appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 25th day of March, 2020.



Unofficial
Copy