



WHEN RECORDED RETURN TO:

EDWARD MICHAEL MADDUX

132 MAPLEWOOD WAY

WHITE SALMON, WA

98672-9002

DOCUMENT TITLE(S)

SHARED WELL WATER AGREEMENT

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

GRANTOR(S):

BARBARA E. ROBERTSON
AND

EDWARD MICHAEL MADDUX

☐ Additional names on page ____ of document.

GRANTEE(S):

DESMOND VERLEY, DEBO LLC.

☐ Additional names on page ____ of document.

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

LOT 3 OF DEBO SP AUDITOR'S FILE NO. 2017001698

LOT 4 OF DEBO SP AUDITOR'S FILE NO. 2017001698

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

03-10-03-0-0-0108/00

03-10-03-0-0-0109/00

☐ 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.

Shared Well Water Agreement

This Agreement, made and entered into this 21 day of July, 2020 by and between Barbara Robertson & Michael Maddux who resides at 132 Maplewood Way,
White Salmon, WA 98672 (*street address, city, county, state, zip code*), hereinafter referred to as the "supplying party," and Desmond Verley, DEBO LLC, who resides at 1072 Lakeview Road, White Salmon, WA 98672 (*street address, city, county, state, zip code*), hereafter referred to as the "supplied party:"

WHEREAS, the supplying party is the owner of property located at 132 Maplewood Way, White Salmon, WA 98672 (*street address, city, county, state, zip code*), which property is hereafter referred to as "Parcel 1" and is more fully described as follows:

Lot 3 of DEBO SP, recorded August 15, 2007, in Skamania County, Washington at Auditor's File No.2017001698. Tax Parcel No. 03-10-03-0-0-0108/00

(Put Legal Description of Property Here)

WHEREAS, the supplied party is the owner of property located at Maplewood Way, White Salmon, WA 98672 (*street address, city, county, state, zip code*), which property is hereafter referred to as "Parcel 2" and is more fully described as follows:

Lot 4 of DEBO SP, recorded August 15, 2007, in Skamania County, Washington at Auditor's File No.2017001698. Tax Parcel No. 03-10-03-0-0-0109/00

(Put Legal Description of Property Here)

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 sharing the cost of supplying said water; and

WHEREAS, there is located a well upon the above described property of supplying party; together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; 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 properties connected thereto, 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 properties connected thereto; 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 parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the water from the well has undergone a water quality analysis from the State of Washington health authority and has been determined by the authority to supply safe for human consumption; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing 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 Parcel 1 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Parcels 1 and 2, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the households residing thereon), are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Parcel 1 for domestic use
2. That the owners or residents of the dwellings located on Parcels 2, as of the date of this Agreement shall:
 - a. Pay or cause to be paid to the supplying party, an annual fee for this use of the well and water distribution system in the amount of \$ 100 on or before the 15th of January each year, with the exception of this year whereby the amount shall be \$ 50 and paid on the execution of this Agreement. This is estimated electrical cost and shall be reevaluated every two years.
 - b. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual

parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.

5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. Both parties agree that a reserve for maintenance bank account will be

established and each parcel owner will contribute \$500 for the first 3 years on January 15. After 3 years the amount will be reevaluated between the parties.

6. That the supplied party shall pay to the supplying party his proportionate share for the cost of energy for the operation of the pumping equipment.

7. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than Jan. 15 of each succeeding year during the term of this Agreement. In the event that any such payment remains unpaid for a period of 60 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.

8. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit:

Utility easement as recorded on DEBO Short Plat, recorded August 15, 2007, recorded in Skamania County, Washington at Auditor's File No. 2017001698, together with and subject to all existing easements of record and those easements and private roadways existing on the face of the Plat, including those reserved for Seller's remaining parcels.

(Describe easements, if any)

10. That no party may install landscaping or improvements that will impair the use of said easements.

11. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as

the failure of any shared portion of the system to deliver water upon demand.

12. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

13. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

14. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

15. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Auditor's Office (*office where deeds in your state are recorded*) of the County of Skamania and the state of Washington. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

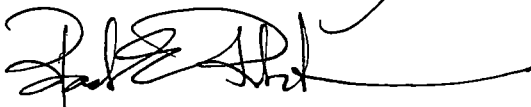
19. That the term of this Agreement shall be perpetual, except as herein limited.

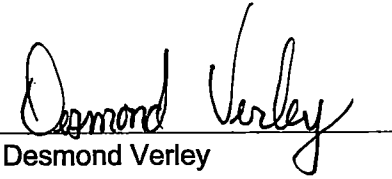
20. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

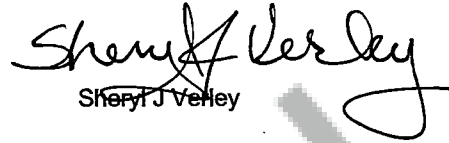
21. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Witness our signatures this the 24 day of July, 2020.


C. Michael Maddux


Barbara Robertson


Desmond Verley

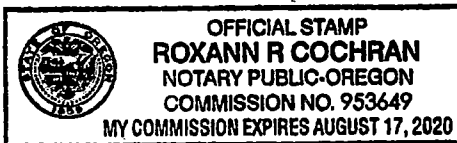

Sheryl J Verley

Unofficial
Copy

STATE OF Oregon)
County of Hood River) ss.

I certify that I know or have satisfactory evidence that Barbara E. Robertson and Edward Michael Maddux are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 7/27/20



[Signature]
NOTARY PUBLIC for the State of Oregon
Residing in the County of Hood River
My Commission Expires: AUGUST 17, 2020

STATE OF WASHINGTON)
County of Klickitat) ss.

I certify that I know or have satisfactory evidence that Desmond E. Verley and Sheryl J. Verley are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as Trustees of the Verley Family Trust dated December 14, 2017, as amended, Members of DEBO, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 7-24-2020



[Signature]
NOTARY PUBLIC for the State of Washington,
Residing in the County of Klickitat
My Commission Expires: 5-19-2021