



**WHEN RECORDED RETURN TO:**

Gabriel P. Spencer and Marie P. Spencer  
3031 Loop Road  
Stevenson, WA 98648

**DOCUMENT TITLE(S)**

Shared Well Agreement — signed in counterpart

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

**GRANTOR(S):**

Gabriel Spencer and Maria Spencer

**GRANTEE(S):**

Daniel Lefco and Katherine Lefco

**ABBREVIATED LEGAL DESCRIPTION:**

Govt Lot 10 of Section 24, T 3 N, R 7.5 E

**TAX PARCEL NUMBER(S):**

03 07 24 0 0 1104 00 and 03 75 24 0 0 0500 00

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. The fee for non-standard processing is \$50.00.

\_\_\_\_\_  
Signature of Requesting Party

## SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 15 day of January 2021 by and between Gabriel and Maria Spencer, party of the first part, hereinafter referred to as the "supplying party", and Daniel and Katherine Lefco, party of the second part, an approved and hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as 3031 E Loop Road Stevenson WA (hereby deemed Parcel 1), located in the County of Skamania, State of Washington which property is more fully described as follows, to wit:

Those portions of Lot 10 in Section 24 and Lot 3 in Section 25, all in Township 3 North, Range 7-1/2 East of the Willamette Meridian. Beginning at the intersection of the center of Wolf Creek with the west line of said Lot 10; thence south along the west lines of said sections 24 and 25 to the intersection with the center of Ivelot Road as constructed on August 18, 1921; thence following the center of Ivelot road as then constructed in a North-easterly direction to the intersection with the north line of said Lot 3; thence east along the north line of said lot 3 to the center of Wolf Creek; thence following the center of wolf Creek in a northwesterly direction to the point of beginning; said tract containing 15 acres, more or less.

and

WHEREAS, the supplied party is the owner LOT 4 OF THE SOBELLA SHORT PLAT RECORDED UNDER AUDITOR'S FILE NO. 2007166402, RECORDS OF SKAMANIA COUNTY, WASHINGTON ("Parcel 2"), 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 supplying said water; and

WHEREAS, there is located a well upon Parcel 1, 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 the maximum capacity of parcel dwellings, as described by zoning specifications, on each of the parcels described herein with water from the well for all domestic uses of residents therein, and is deemed to be safe and potable; 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, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household 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 quotidian domestic use excluding the right to draw water to fill swimming pools of any type.

2. That the owners or residents of the dwellings located on Parcel 2 as of the date of this Agreement shall:

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, 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. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.<sup>9</sup>

6. That the supplied party shall pay to the supplying party up to \$20 a month for the cost of energy for the operation of the pumping equipment, as deemed appropriate by the supplier. Alternatively, a separate meter can be placed on the property solely for the well and split equally between both parties.

7. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 10<sup>th</sup> day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 20 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.<sup>8</sup>

8. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.

9. 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

A 10 foot easement for waterline construction and maintenance across the parcel described below and referenced as parcel number 03752400050000, recorded under Auditor's File Number *[to be the sale of Lot 4 Sobella with the updated legal description]*

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, parcel 2 will have all the rights mentioned in this document to a new shared well located on parcel 1. The costs to create a new shared well will be shared among the parties.

14. That upon the availability of such other source of water for parcel 2, 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.

15. That the respective rights and obligations of the parties shall continue until parcel 2 wishes to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Skamania, 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.

16. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party.

17. That the said well and this Agreement, if amended, shall serve no more than two residences per parcel, notwithstanding the ability of the parties to make other amendments to this Agreement.

18. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities; however, this Agreement may not be amended during the term of a Federally-insured (direct) or guaranteed mortgage on any property served, except as provided herein, for the purpose of adding to the prescribed number of parties.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

By [Signature] Date 1/15/21

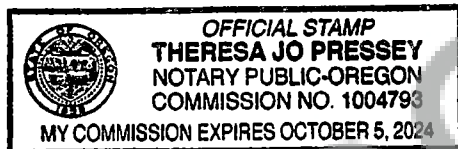
By [Signature] Date 1/15/21

By ✓ Date \_\_\_\_\_

By ✓ Date \_\_\_\_\_

County of Deschutes  
State of Oregon

Sworn and subscribed before me this 15 day of January, 2021, By Daniel and Katherine Lefco.



[Signature]  
Signature of Notary  
Printed Name Theresa Jo Pressey  
Notary Public for the State of Oregon  
Residing at 120 NW 17th Bend OR  
My appointment expires 10/5/2024

County of \_\_\_\_\_  
State of \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Signature of Notary  
Printed Name \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_



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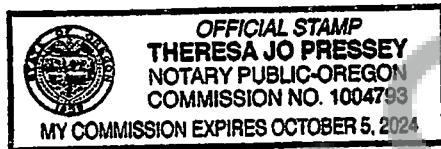
By [Signature] Date 1/15/21

By ✓ [Signature] Date 1/25/21

By ✓ [Signature] Date 1.25.21

County of Deschutes  
State of Oregon

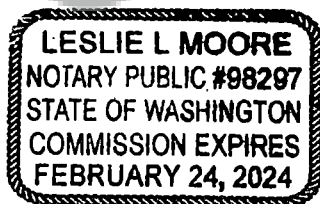
Sworn and subscribed before me this 15 day of January, 2021, By Daniel and Catherine Lefco.



[Signature]  
Signature of Notary  
Printed Name Theresa Jo Pressey  
Notary Public for the State of Oregon  
Residing at 120 NW 17th Bend OR  
My appointment expires 10/5/2024

County of Skamania  
State of Washington

Sworn and subscribed before me this 25<sup>th</sup> day of January, 2021.



[Signature]  
Signature of Notary  
Printed Name Leslie L. Moore  
Notary Public for the State of Washington  
Residing at Carson  
My appointment expires 2/24/2024