

WHEN RECORDED RETURN TO:

Snowzie Vinar
5051 NE 13th ave
Portland OR 97211

Skamania County, WA

Total: \$215.50

AGLS

Pgs=13

2023-000374

03/20/2023 10:59 AM

Request of: SNOWZIE R VINAR



00015526202300003740130136

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)**DOCUMENT TITLE(S)** (or transaction contained therein) (all areas applicable to your document must be filled in)shared well agreement Flow-cool water district**REFERENCE NUMBER(S)** of Documents assigned or released:

[] Additional numbers on page ____ of document.

GRANTOR(S):

1. Snowzie Vinar 2. Christie Hessler
 3. Katherine Brandy 4. _____

[] Additional names on page ____ of document.

GRANTEE(S):

1. Snowzie Vinar 2. Christie Hessler
 3. Katherine Brandy 4. _____

[] Additional names on page ____ of document.

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

[] Complete legal on page ____ of document.

Assessor's Property Tax Parcel # 43100200041700, 43100200041900,43100200042000, 43100200042100

[] 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 signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

**SHARED WELL AGREEMENT OF THE MEMBERSHIP OF
FLOW-COOL WATER DISTRICT
EFFECTIVE DATE: 3/15/2023**

The undersigned are all of the members of the FLOW-COOL Water District, System ID No. 03643J (well tag #AGS375), referred to as "FCWD", being the legal owners of the Improved Property/Residences and adjoining structures referred to as "Improved Property Owner" with addresses listed below and are lessees of PacifiCorp's Real Property Sites referred to as "Site(s)" are located on Condit Drive, at the unincorporated residential area known as Northwestern Lake Park in Skamania County, Washington. The water well head, located on Condit Drive, was installed by Rose and Steve Cooley in 1987 (original owners of Cabin #19) as a community well. Registered as PWS # 03643J (well tag #AGS375), with the Washington State Department of Ecology, together with the associated pump, pump house, holding/pressure tanks, pipelines, control valves and any other facilities referred to as "Well Equipment" necessary for the pumping, production and transportation of potable water to said Sites is repaired and maintained exclusively by the FCWD.

The Authorized Agent (AA) / Primary Contact will be Snowzie Vinar.* The legal owner of the well is FLOW-COOL COMMUNITY CABINS 17, 18, 19, 20, 21. The physical address of the well head is 171 Condit Dr. (also known as Cabin #19 Northwestern Lake Park Road). The Flow-Cool water system is a Group B Community System, located in Skamania Co., to the west of the White Salmon River (formerly the western shore of Northwestern Lake). This non-metered water system serves five residences. This system uses a single artesian well. The Well is 65-feet-deep and produces 125GPM. This system has one small pressure tank that pressurizes the distribution system. The pressure tank and controls are located within an insulated, wooden well house structure complete with shingled roof, secure door, combination lock. The well-house runs on electricity wired to Cabin #18. Member Owners of the FCWD wish to execute this Agreement in order to memorialize the rights and obligations of the Improved Property Owners to the Well and Well Equipment. Upon execution of this agreement owners of each cabin will make a 1/5 contribution to the cost of shared electricity for the smooth and consistent functioning of the FC well. The FCWD Member Owners hereby agree to the following:

1. The water Well and Well Equipment is maintained and repaired by the FCWD community which is wholly liable for its operation and capacity to supply potable water to all members. The Well is registered to address 19 Northwestern Lake Park Road, [aka 171 Condit Drive] White Salmon, Washington. The Well and its Water System has met the requirements of the Washington State Department of Ecology as a Group B Public Water System dating back to 1994.

2. Each member is an Improved Property Owner and lessee of the Real Property Site on which their Improved Property is located under a respective lease with PacifiCorp.

3. Notwithstanding the fact that the Well or any of the Well Equipment may be located on a particular Improved Property Site, the entire membership shall be liable for payment of usage fees or other expenses, fees, and assessments to the FCWD for maintenance and repair of the Well, Well Equipment, and the Group B Water System administration. Each member agrees, for itself and its successors and assigns, that the FCWD has a permanent "right of way" for (a) the presence of the Well Equipment (and any replacement or upgraded equipment reasonably necessary to operate the well) on its Site, and (b) that the FCWD may enter its Site from time to time as necessary to repair, maintain or upgrade the Well Equipment.

4. Each Site shall enjoy in perpetuity its membership in the FCWD subject to timely payment when due, and assessments as deemed necessary for the continued operation of the Water System. Each Improved Property Owner shall pay $\frac{1}{5}$ all fees, assessments, and maintenance costs within 30 days of emailed notification. This right may not be revoked, but shall always be appurtenant to and be a right of each Improved Property Owner (aka Owner Member).

5. Management of the Association shall continue to be governed by the "FLOW-COOL Water District Regulations". These Regulations can be modified by the AA and with a consensual vote of its membership only as necessary to fulfill the responsibilities of the Authorized Agent as defined by WAC 246-291-010. Current FCWD membership is closed to the current 5 Sites at 151 Condit Drive, 161 Condit Drive, 171 Condit Drive, 181 Condit Drive, 191 Condit Drive. [Previously known as Cabins 17, 18, 19, 20, 21 at Northwestern Lake Park Road.]

This Agreement is entered into by all parties with the understanding that each may rely upon it to preserve its habitable status and value of each member's Improved Property. It is being executed so that greater certainty regarding the obligations and rights of each member in the FCWD can be transferred upon sale of its Improved Property. It is acknowledged and agreed that all rights and privileges of each member are appurtenant to their respective Improved Property, may not be detached from or transferred to any person who is not the legal owner of said Improved Property. All rights and privileges shall transfer to the purchaser of each Improved Property upon sale by a member only after the Transfer Application and all fees and assessments have been received by the treasurer of FCWD.

In the event of the sale of the real property Sites by PacifiCorp to the Improved Property owners, this Agreement will continue to remain in effect, with the real property Sites now being owned by the Improved Property owners. A legal easement from each Site owner will be granted to the

FCWD for the Well Equipment to be located on its respective Site property. This easement shall be recorded in Skamania County.

In the event the real property Sites owned by PacifiCorp are sold to a third party effecting a New Lessor, all FCWD rights and obligations will continue to remain in effect.

Shared Assets of FLOW-COOL Water District:

1. Well and Well Site
2. Pump House
3. Pump and Pressure Holding Tanks
4. Control Valves
5. Main distribution pipelines within and outgoing from Pump House
6. Bank Checking and Saving Accounts and monies collected for use of repair, maintenance and administration expenses of FCWD

*Authorized Agent and Secretary Treasurer are required to enact this agreement. Both roles shall serve in rotating two year segments between five Owner Members.

Members agree to abide by the terms and conditions of this Agreement by signing their respective consent on the following appurtenant signature page three:

SHARED WELL AGREEMENT OF THE MEMBERSHIP OF
FLOW-COOL WATER DISTRICT

I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Improved Property Site 181 Condit Dr. 171 Condit Capens 19, 20

Improved Property Owner:

Name: Shawzie Vinar

Mailing Address: 5651 NE 13th ave
Portland OR 97211

[Signature] 3/18/23
Signature Date

State of ~~Washington~~ OREGON

} SS.,

County of ~~Skamania~~ MULTNOMAH

Personally appeared before me on this 18th day of March, 2023,

Shawzie Vinar known to me to be the person who acknowledged the foregoing document as a free act and deed.

[Signature]
Notary Public

09/06/2026
commission expires



**SHARED WELL AGREEMENT OF THE MEMBERSHIP OF
FLOW-COOL WATER DISTRICT
EFFECTIVE DATE: 3/15/2023**

The undersigned are all of the members of the FLOW-COOL Water District, System ID No. 03643J (well tag #AGS375), referred to as "FCWD", being the legal owners of the Improved Property/Residences and adjoining structures referred to as "Improved Property Owner" with addresses listed below and are lessees of PacifiCorp's Real Property Sites referred to as "Site(s)" are located on Condit Drive, at the unincorporated residential area known as Northwestern Lake Park in Skamania County, Washington. The water well head, located on Condit Drive, was installed by Rose and Steve Cooley in 1987 (original owners of Cabin #19) as a community well. Registered as PWS # 03643J (well tag #AGS375), with the Washington State Department of Ecology, together with the associated pump, pump house, holding/pressure tanks, pipelines, control valves and any other facilities referred to as "Well Equipment" necessary for the pumping, production and transportation of potable water to said Sites is repaired and maintained exclusively by the FCWD.

The Authorized Agent (AA) / Primary Contact will be Snowzie Vinar.* The legal owner of the well is FLOW-COOL COMMUNITY CABINS 17, 18, 19, 20, 21. The physical address of the well head is 171 Condit Dr. (also known as Cabin #19 Northwestern Lake Park Road). The Flow-Cool water system is a Group B Community System, located in Skamania Co., to the west of the White Salmon River (formerly the western shore of Northwestern Lake). This non-metered water system serves five residences. This system uses a single artesian well. The Well is 65-feet-deep and produces 125GPM. This system has one small pressure tank that pressurizes the distribution system. The pressure tank and controls are located within an insulated, wooden well house structure complete with shingled roof, secure door, combination lock. The well-house runs on electricity wired to Cabin #18. Member Owners of the FCWD wish to execute this Agreement in order to memorialize the rights and obligations of the Improved Property Owners to the Well and Well Equipment. Upon execution of this agreement owners of each cabin will make a 1/5 contribution to the cost of shared electricity for the smooth and consistent functioning of the FC well. The FCWD Member Owners hereby agree to the following:

1. The water Well and Well Equipment is maintained and repaired by the FCWD community which is wholly liable for its operation and capacity to supply potable water to all members. The Well is registered to address 19 Northwestern Lake Park Road, [aka 171 Condit Drive] White Salmon, Washington. The Well and its Water System has met the requirements of the Washington State Department of Ecology as a Group B Public Water System dating back to 1994.

2. Each member is an Improved Property Owner and lessee of the Real Property Site on which their Improved Property is located under a respective lease with PacifiCorp.

3. Notwithstanding the fact that the Well or any of the Well Equipment may be located on a particular Improved Property Site, the entire membership shall be liable for payment of usage fees or other expenses, fees, and assessments to the FCWD for maintenance and repair of the Well, Well Equipment, and the Group B Water System administration. Each member agrees, for itself and its successors and assigns, that the FCWD has a permanent "right of way" for (a) the presence of the Well Equipment (and any replacement or upgraded equipment reasonably necessary to operate the well) on its Site, and (b) that the FCWD may enter its Site from time to time as necessary to repair, maintain or upgrade the Well Equipment.

4. Each Site shall enjoy in perpetuity its membership in the FCWD subject to timely payment when due, and assessments as deemed necessary for the continued operation of the Water System. Each Improved Property Owner shall pay $\frac{1}{5}$ all fees, assessments, and maintenance costs within 30 days of emailed notification. This right may not be revoked, but shall always be appurtenant to and be a right of each Improved Property Owner (aka Owner Member).

5. Management of the Association shall continue to be governed by the "FLOW-COOL Water District Regulations". These Regulations can be modified by the AA and with a consensual vote of its membership only as necessary to fulfill the responsibilities of the Authorized Agent as defined by WAC 246-291-010. Current FCWD membership is closed to the current 5 Sites at 151 Condit Drive, 161 Condit Drive, 171 Condit Drive, 181 Condit Drive, 191 Condit Drive. [Previously known as Cabins 17, 18, 19, 20, 21 at Northwestern Lake Park Road.]

This Agreement is entered into by all parties with the understanding that each may rely upon it to preserve its habitable status and value of each member's Improved Property. It is being executed so that greater certainty regarding the obligations and rights of each member in the FCWD can be transferred upon sale of its Improved Property. It is acknowledged and agreed that all rights and privileges of each member are appurtenant to their respective Improved Property, may not be detached from or transferred to any person who is not the legal owner of said Improved Property. All rights and privileges shall transfer to the purchaser of each Improved Property upon sale by a member only after the Transfer Application and all fees and assessments have been received by the treasurer of FCWD.

In the event of the sale of the real property Sites by PacifiCorp to the Improved Property owners, this Agreement will continue to remain in effect, with the real property Sites now being owned by the Improved Property owners. A legal easement from each Site owner will be granted to the

FCWD for the Well Equipment to be located on its respective Site property. This easement shall be recorded in Skamania County.

In the event the real property Sites owned by PacifiCorp are sold to a third party effecting a New Lessor, all FCWD rights and obligations will continue to remain in effect.

Shared Assets of FLOW-COOL Water District:

1. Well and Well Site
2. Pump House
3. Pump and Pressure Holding Tanks
4. Control Valves
5. Main distribution pipelines within and outgoing from Pump House
6. Bank Checking and Saving Accounts and monies collected for use of repair, maintenance and administration expenses of FCWD

***Authorized Agent and Secretary Treasurer are required to enact this agreement. Both roles shall serve in rotating two year segments between five Owner Members.**

Members agree to abide by the terms and conditions of this Agreement by signing their respective consent on the following appurtenant signature page three:

SHARED WELL AGREEMENT OF THE MEMBERSHIP OF
FLOW-COOL WATER DISTRICT

I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Improved Property Site 142 Condit Dr. #17

Improved Property Owner:

Name: Christie Hessler

Mailing Address: P.O. Box 184 Husum WA

Christie Hessler 3/14/2023
Signature Date

State of Washington

} SS.,

County of Skamania

Personally appeared before me on this 14th day of March, 2023,

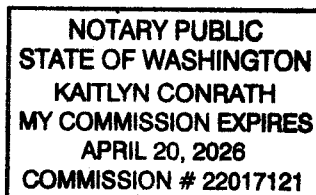
Christie Hessler known to me to be the person who acknowledged the foregoing document as a free act and deed.

Kaitlyn Conrath

Notary Public

04/20/2026

commission expires



**SHARED WELL AGREEMENT OF THE MEMBERSHIP OF
FLOW-COOL WATER DISTRICT
EFFECTIVE DATE: 3/15/2023**

The undersigned are all of the members of the FLOW-COOL Water District, System ID No. 03643J (well tag #AGS375), referred to as "FCWD", being the legal owners of the Improved Property/Residences and adjoining structures referred to as "Improved Property Owner" with addresses listed below and are lessees of PacifiCorp's Real Property Sites referred to as "Site(s)" are located on Condit Drive, at the unincorporated residential area known as Northwestern Lake Park in Skamania County, Washington. The water well head, located on Condit Drive, was installed by Rose and Steve Cooley in 1987 (original owners of Cabin #19) as a community well. Registered as PWS # 03643J (well tag #AGS375), with the Washington State Department of Ecology, together with the associated pump, pump house, holding/pressure tanks, pipelines, control valves and any other facilities referred to as "Well Equipment" necessary for the pumping, production and transportation of potable water to said Sites is repaired and maintained exclusively by the FCWD.

The Authorized Agent (AA) / Primary Contact will be Snowzie Vinar.* The legal owner of the well is FLOW-COOL COMMUNITY CABINS 17, 18, 19, 20, 21. The physical address of the well head is 171 Condit Dr. (also known as Cabin #19 Northwestern Lake Park Road). The Flow-Cool water system is a Group B Community System, located in Skamania Co., to the west of the White Salmon River (formerly the western shore of Northwestern Lake). This non-metered water system serves five residences. This system uses a single artesian well. The Well is 65-feet-deep and produces 125GPM. This system has one small pressure tank that pressurizes the distribution system. The pressure tank and controls are located within an insulated, wooden well house structure complete with shingled roof, secure door, combination lock. The well-house runs on electricity wired to Cabin #18. Member Owners of the FCWD wish to execute this Agreement in order to memorialize the rights and obligations of the Improved Property Owners to the Well and Well Equipment. Upon execution of this agreement owners of each cabin will make a 1/5 contribution to the cost of shared electricity for the smooth and consistent functioning of the FC well. The FCWD Member Owners hereby agree to the following:

1. The water Well and Well Equipment is maintained and repaired by the FCWD community which is wholly liable for its operation and capacity to supply potable water to all members. The Well is registered to address 19 Northwestern Lake Park Road, [aka 171 Condit Drive] White Salmon, Washington. The Well and its Water System has met the requirements of the Washington State Department of Ecology as a Group B Public Water System dating back to 1994.

2. Each member is an Improved Property Owner and lessee of the Real Property Site on which their Improved Property is located under a respective lease with PacifiCorp.

3. Notwithstanding the fact that the Well or any of the Well Equipment may be located on a particular Improved Property Site, the entire membership shall be liable for payment of usage fees or other expenses, fees, and assessments to the FCWD for maintenance and repair of the Well, Well Equipment, and the Group B Water System administration. Each member agrees, for itself and its successors and assigns, that the FCWD has a permanent "right of way" for (a) the presence of the Well Equipment (and any replacement or upgraded equipment reasonably necessary to operate the well) on its Site, and (b) that the FCWD may enter its Site from time to time as necessary to repair, maintain or upgrade the Well Equipment.

4. Each Site shall enjoy in perpetuity its membership in the FCWD subject to timely payment when due, and assessments as deemed necessary for the continued operation of the Water System. Each Improved Property Owner shall pay $\frac{1}{5}$ all fees, assessments, and maintenance costs within 30 days of emailed notification. This right may not be revoked, but shall always be appurtenant to and be a right of each Improved Property Owner (aka Owner Member).

5. Management of the Association shall continue to be governed by the "FLOW-COOL Water District Regulations". These Regulations can be modified by the AA and with a consensual vote of its membership only as necessary to fulfill the responsibilities of the Authorized Agent as defined by WAC 246-291-010. Current FCWD membership is closed to the current 5 Sites at 151 Condit Drive, 161 Condit Drive, 171 Condit Drive, 181 Condit Drive, 191 Condit Drive. [Previously known as Cabins 17, 18, 19, 20, 21 at Northwestern Lake Park Road.]

This Agreement is entered into by all parties with the understanding that each may rely upon it to preserve its habitable status and value of each member's Improved Property. It is being executed so that greater certainty regarding the obligations and rights of each member in the FCWD can be transferred upon sale of its Improved Property. It is acknowledged and agreed that all rights and privileges of each member are appurtenant to their respective Improved Property, may not be detached from or transferred to any person who is not the legal owner of said Improved Property. All rights and privileges shall transfer to the purchaser of each Improved Property upon sale by a member only after the Transfer Application and all fees and assessments have been received by the treasurer of FCWD.

In the event of the sale of the real property Sites by PacifiCorp to the Improved Property owners, this Agreement will continue to remain in effect, with the real property Sites now being owned by the Improved Property owners. A legal easement from each Site owner will be granted to the

SHARED WELL AGREEMENT OF THE MEMBERSHIP OF
FLOW-COOL WATER DISTRICT

I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Improved Property Site 21 Condit Dr.

Improved Property Owner:

Name: [Signature] Kate Brandy aka Katherine Brandy

Mailing Address: 2522 SE 16th ave. Portland OR 97202

[Signature] 3/17/23
Signature Date

State of Washington

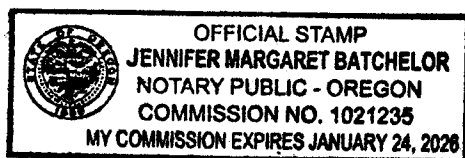
} SS.,

County of Skamania

Personally appeared before me on this 17 day of March, 2023,

Katherine Brandy known to me to be the person who acknowledged the foregoing document as a free act and deed.

[Signature] 1/24/2026
Notary Public commission expires



FCWD for the Well Equipment to be located on its respective Site property. This easement shall be recorded in Skamania County.

In the event the real property Sites owned by PacifiCorp are sold to a third party effecting a New Lessor, all FCWD rights and obligations will continue to remain in effect.

Shared Assets of FLOW-COOL Water District:

1. Well and Well Site
2. Pump House
3. Pump and Pressure Holding Tanks
4. Control Valves
5. Main distribution pipelines within and outgoing from Pump House
6. Bank Checking and Saving Accounts and monies collected for use of repair, maintenance and administration expenses of FCWD

*Authorized Agent and Secretary Treasurer are required to enact this agreement. Both roles shall serve in rotating two year segments between five Owner Members.

Members agree to abide by the terms and conditions of this Agreement by signing their respective consent on the following appurtenant signature page three: