

AFTER RECORDING MAIL TO:

Carson Creek Homes LLC
3160 NE BRYCE STREET
Portland, OR 97212

Grantor(s): Carson Creek Homes LLC, a Washington limited liability company
Grantee(s): Carson Creek Homes LLC, a Washington limited liability company
Assessor's Property Tax Parcel Account Number(s): 04072334061100,
04072334061000,,04072334061200, 04072334060000
Abbreviated Legal Desc.: LOTS 1- 4 EDGEWATER PROP BK A/PG 119

SHARED WELL WATER AGEEMENT

This Agreement, made and entered into this 31st day of July, 2023 by and between Carson Creek Homes LLC, a Washington limited liability company, party of the first part, hereinafter referred to as the "supplying party", and Carson Creek Homes LLC, a Washington limited liability company, party of the second part, and hereinafter referred to as the "supplied party":

WITNESSETH: THAT WHEREAS, the supplying party is now the owner of property known as 71 Edgewater Drive, Carson, WA; 181 Edgewater Drive, Carson, WA; 191 Edgewater Drive, Carson, WA; and 201 Edgewater Drive, Carson, WA located in the County of Skamania, State of Washington, which property is more fully described as follows, to wit:

SEE ATTACHED EXHIBIT "A;" 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 I described in the attached Exhibit "A" (71 Edgewater Dr., Assessor's Parcel No. 04-07-23-3-4-0600-00), 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

PAGE 1 OF SHARED WELL COVENANT

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 an accredited lab and has been determined by the authority to supply safe and potable water; 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 I described in the attached Exhibit "A" (71 Edgewater Dr., Assessor's Parcel No. 04-07-23-3-4-0600-00), 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 I described in the attached Exhibit "A" (71 Edgewater Dr., Assessor's Parcel No. 04-07-23-3-4-0600-00), for domestic use.
2. That the owners or residents of the dwellings shall 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, including the electricity attributable to the system. Each respective share shall be determined by dividing the amount of each expense by four, it being understood that the supplying party and the supplied party shall pay an amount equal to one quarter 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. The undersigned, as current owner of the four parcels bound hereby, intends to retain Northwest Water Systems to maintain the well and water distribution system. The expenses charged by said company, or their successor maintenance company, currently \$57/mo., are to be split equally among the four lot owners. Only if a majority of the 4 lots elect in writing to terminate the services of the well/water system maintenance company shall the use of the well/water system maintenance company be changed or terminated.

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.

4. 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, 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.

5. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 5th day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 30 days, the supplying party may terminate the supply of water to the supplied party until all arrearages are received by the supplying party.

6. 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.

7. 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. The location of the easement for the well and water distribution system is the existing or as-built locations of the well and water distribution system, and 5-10 feet on any side thereof, or more, sufficient to access said well and water distribution for maintenance or repair.

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

9. 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.

10. That only those parcels of real estate herein above 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.

11. 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 or 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.

12. 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.


13. 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 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.

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

15. 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.

CARSON CREEK HOMES LLC

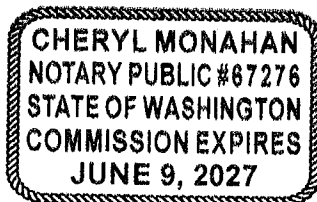

BY LINDSAY STREICH, Manager

STATE OF WASHINGTON

COUNTY OF CLARK

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This record was acknowledged before me on August 9, 2023 by LINDSAY STREICH as Manager of CARSON CREEK HOMES LLC, a Washington limited liability company.



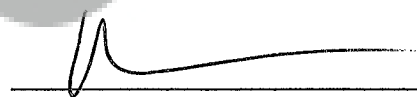

Notary Public in and for the State of Washington
My commission expires: 6092027

EXHIBIT A

PARCEL I: 04-07-23-3-4-0600-00

Those portions of Lots 1 and 2, PLAT OF EDGEWATER PROPERTIES, according to the recorded Plat thereof, recorded in Book 'A' of Plats, Page 119, records of Skamania County, located in the Southwest Quarter of the Southeast Quarter of Section 23 and the Northwest Quarter of the Northeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

That portion of said Northwest Quarter of the Northeast Quarter of said Section 26, lying Northerly of the North margin of Linde County Road.

That portion of said Southwest Quarter described as follows:

Beginning at the Southwest corner of said Southwest Quarter, thence North 00° 03' 50" East along the West line thereof 114.11'; thence North 56° 54' 11" East 136.54'; thence South 33° 21' 17" East 25.00'; thence South 16° 26' 34" East 176.00' to the South line of said Southwest Quarter; thence North 89° 40' 20" West 178.08' to the Point of Beginning.

EXCEPT Linde Road and Edgewater Drive right of ways.

PARCEL II: 04-07-23-3-4-0612-00

That portion of Lot 1, PLAT OF EDGEWATER PROPERTIES, according to the recorded Plat thereof, recorded in Book 'A' of Plats, Page 119, records of Skamania County, located in the Southwest Quarter of the Southeast Quarter of Section 23, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 33° 21' 17" East 75.00'; along the West margin of Edgewater Drive; thence along a 94.63' radius curve the long chord of which bears South 20° 14' 25" West 152.32'; thence South 73° 50' 08" West 36.21'; thence North 16° 26' 34" West 162.21'; thence North 56° 54' 11" East 110.00' to the Point of Beginning.

EXCEPT Linde Road and Edgewater Drive right-of-ways.

PARCEL III: 04-07-23-3-4-0611-00

Lot 3 and a portion of Lot 2, PLAT OF EDGEWATER PROPERTIES, according to the recorded Plat thereof, recorded in Book 'A' of Plats, Page 119, records of Skamania County, located in the Southwest Quarter of the Southeast Quarter of Section 23, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of said Lot 3, thence South 33° 21' 17" East 135.00' along the West margin of Edgewater Drive; thence South 56° 54' 11" West 246.54' to the West line of said Southwest Quarter; thence North 00° 03' 50" East 161.65' to the North line of said Lot 3; thence North 57° 01' 21" East along said line 157.51' to the Point of Beginning.

PARCEL IV: 04-07-23-3-4-0610-00

Lot 4, PLAT OF EDGEWATER PROPERTIES, according to the recorded Plat thereof, recorded in Book 'A' of Plats, Page 119, County of Skamania, State of Washington.