

WHEN RECORDED MAIL TO:

Brittany Martin
51 Heslen Road
Stevenson WA 98648

Skamania County, WA
Total: \$209.50 Pgs=7

2023-001898

MISC

12/26/2023 03:38 PM

Request of: COLUMBIA GORGE TITLE- SKAMANIA

eRecorded by: Simplifile

DOCUMENT TITLE(S)

Shared Water Well Agreement

GRANTOR(S):

Brittany Renee Martin and Rutger Bialkowski

GRANTEE(S):

Tyler A Graber

ABBREVIATED LEGAL DESCRIPTION:

Lot 2 SOBELLA S/P#2007166402
See Attached Exhibit 'A' for full legal descriptions

TAX PARCEL NUMBER(S):

03-07-24-0-0-1105-00 and 03-07-24-0-0-1100-00

**After Recording
Return to:**

**Robert C. Muth
Kilmer, Voorhees & Laurick PC
2701 NW Vaughn Street, # 780
Portland, Oregon 97210**

SHARED WATER WELL AGREEMENT

Water System Name: Martin/Bialkowsky-Graber Well

Serves TP # 03072400110500 (Martin) and TP # 03072400110000 (Graber)

1. Ownership of the Well and Waterworks

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided One-half interest in and to the use of the well and water system currently in place on Tax Parcel #03072400110000. Each party shall be entitled to receive a supply of water for one residential dwelling and shall be furnished a reasonable supply of potable and healthful water for domestic purposes.

2. Cost of Maintenance of Water System

Each party hereto covenants and agrees they shall equally share the maintenance and operational costs of the well and water system herein described. The expense of water quality sampling as required by the State of Washington and Skamania County shall be shared equally by both parties. The parties shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds in the reserve account shall be utilized for the sole purpose of submitting water samples for quality analysis and maintaining, repairing or replacing the well and common waterworks equipment or appurtenance thereto.

3. Easement of Well Site and Pump House

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 feet of the well site in any direction. Said easement shall allow the maintenance of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

4. Water Line Easements

Tyler Graber of Tax Parcel # 03072400110000 grants to Brittany Martin and Rutger Bialowsky of Tax Parcel # 03072400110500 an easement for the use and purpose of conveying water from the well to the property of Tax Parcel # 03072400110500. Said easement shall be ten (10) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to the Martin/Bialowsky shared property line. No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and water system.

5. Maintenance and Repair of Pipelines

All pipelines in the water system shall be maintained so there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs shall meet approval of the County Health Officer. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party shall be responsible for the maintenance, repair, and replacement of pipe supplying water from the common water distribution piping to their own particular dwelling and property. Water pipelines shall not be installed within 10 feet of a septic tank or sewage disposal drain field lines.

6. Prohibited Practices

The parties herein, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described, so long as the same is operated to furnish water for two-party domestic use, any potential source of contamination, such as septic tanks and drain fields, sewer lines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the water system with any other water source without prior written approval of the Skamania County Department of Public Health and/or other appropriate governmental agency.

7. Water System Purveyor

Tyler Graber is designated "Purveyor" of the water system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Skamania County Rules and Regulations and handling emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. The purveyor shall organize and maintain the water system records and notify the Health Officer and all parties, service connections and lots that are included in this agreement, of the water quality tests that are require by WAC 246-291 and Skamania County Rules and Regulations. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

8. Provisions for Continuation of Water Service

The parties agree to maintain a continuous flow of water from the well and water system, herein described in accordance with water supply requirements of the State of Washington and Skamania County. In the event the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, the parties shall develop a new source of water. Prior to development of, or connection to a new source of water, the parties shall obtain written approval from the Health Officer. Each undivided interest and/or party shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source.

9. Restriction on Furnishing Water to Additional Parties

It is further agreed by the parties they shall not furnish water from the well and water system herein above described to any other persons, properties, or dwelling without prior consent of both parties and written approval from the Skamania County Department of Public Health.

10. Restriction on Water Use

State water right laws prohibit this system from using more than 5,000 gallons of water on any day. Also, the total amount of property that can be irrigated by the system cannot exceed ½ acre. In order to remain in compliance, each parcel, Tax Parcel # 03072400110000 and Tax Parcel # 03072400110500 is prohibited from using more than 2,500 gallons of water on any given day. Further, the total amount of yard, garden and other irrigation used by each property cannot exceed ¼ acre or 10,890 square feet.

11. Heirs, Successors, and Assigns

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof and it shall pass to and be for the benefit of each owner thereof.

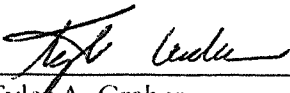
12. Enforcement of Agreement on Non-conforming Parties and Properties

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid, within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming to the provisions of this agreement shall be subject to interest charges of nine % per annum together with all collection fees.

13. Termination upon Sale by Brittany Martin and Rutger Bialowsky

Should Martin and/or Bialowsky sell or otherwise transfer all interest in Tax Parcel # 03072400110500, Martin and/or Bialowsky shall establish an approved operable well on Tax Parcel #03072400110500 in accordance with then conditions and rules promulgated by Skamania County. Absent agreement, any purchaser of Tax Parcel # 03072400110500 shall not be permitted access to our use of the well made the subject of this Agreement. Any buyer/purchaser shall be responsible to remove any lines, pipes or other associated equipment connected to the well in a reasonable time

frame following the purchase.

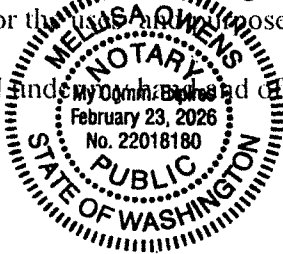
Signed: 
Tyler A. Graber


Owner(s) of Property with the Well

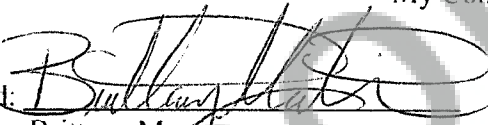
STATE OF WASHINGTON)
) SS.
County of Skamania)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 22 day of November, 2023, personally appeared before me Tyler A. Graber to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that she signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.




Notary Public in and for the State of Washington,
Residing in: Stevenson WA
My Commission Expires: 02-23-2026

Signed: 
Brittany Martin

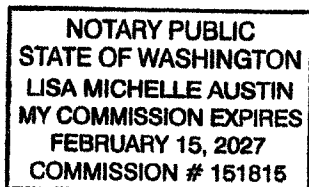

Rutger Bialkowsky

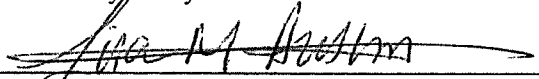
Owner(s) of Property without the Well

STATE OF WASHINGTON)
) SS.
County of Skamania)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 22 day of November, 2023, personally appeared before me Brittany Martin to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that she signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

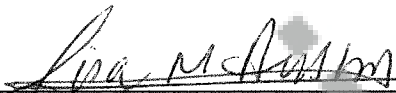



Notary Public in and for the State of Washington,
Residing in: STEVENSON
My Commission Expires: 02/15/2027

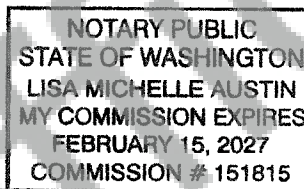
STATE OF WASHINGTON)
) SS.
County of Skamania)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 22 day of NOVEMBER, 2023, personally appeared before me Rutger Bialkowsky to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that she signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Notary Public in and for the State of Washington,
Residing in: STEVENSON
My Commission Expires: 02/15/2027



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EXHIBIT 'A'

PARCEL I: 03-07-24-0-0-1100-00

Commencing at the Northwest corner of the Southeast Quarter of the Southeast Quarter of Section 24, Township 3 North, Range 7 East lying East of the Willamette Meridian, in the County of Skamania, State of Washington, in the County of Skamania, State of Washington; thence South $1^{\circ} 12' 56''$ West 549.16 feet to the true point of beginning; thence South $88^{\circ} 37' 21''$ East 620.56 feet; thence South $1^{\circ} 01' 42''$ West 314.37 feet; thence North $88^{\circ} 43' 15''$ West 321.59 feet; thence South $1^{\circ} 12' 56''$ West 254.26 feet; thence North $31^{\circ} 21' 16''$ West 222.91 feet; thence North $88^{\circ} 47' 03''$ West 180 feet; thence North $1^{\circ} 12' 56''$ 382.16 feet to the true point of beginning.

PARCEL II: 03-07-24-0-0-1105-00

All that portion of land lying in the Southeast Quarter of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southwest corner of Lot 2 of SOBELLA Short Plat, recorded under Auditor's File No. 2007166402, said point being the True Point of Beginning; thence North $1^{\circ} 09' 16''$ East 210.00 feet; thence South $88^{\circ} 36' 33''$ East 330.00 feet; thence North $1^{\circ} 09' 16''$ East 65.00 feet to the North line of said Lot 2; thence South $88^{\circ} 36' 33''$ East 464.00 feet; thence South $1^{\circ} 09' 16''$ West 397.29 feet; thence North $88^{\circ} 43' 13''$ West 174.54 feet to the West line of Lot 3; thence North $1^{\circ} 03' 16''$ East 123.00 feet; thence North $88^{\circ} 37' 21''$ West 620.56 feet to the Point of Beginning.