

**WHEN RECORDED RETURN TO:**

MICHAEL J. GANTNER

P.O. BOX 534

CARSON, WA 98610

Skamania County, WA

Total: \$208.50

AGLS

Pgs=6

Request of: MICHAEL J GANTNER

**2023-001903**

12/27/2023 09:49 AM



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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)

PRIVATE SHARED WATER WELL, ACCESS, SUPPLY, AND MAINTENANCE AGREEMENT

**REFERENCE NUMBER(S)** of Documents assigned or released:☐ Additional numbers on page \_\_\_\_ of document.**GRANTOR(S):**

1. Michael J. Gantner

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

☐ Additional names on page \_\_\_\_ of document.**GRANTEE(S):**

1. Paul M. and Lois R. Lindsay

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

☐ Additional names on page \_\_\_\_ of document.**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 1 of the M. Gantner S/P, Sect. 26, T4N, R7E, SW 1/4; and

Lot 2 of the P. Lindsay S/P, Sect. 26, T4N, R7E, NW 1/4, SE 1/4

☒ Complete legal on page 1 of document.**Assessor's Property Tax Parcel #**

Lot 1 Gantner S/P - - APN: 04-07-26-3-0-0101-00 /// Lot 2 Lindsay S/P - - APN: 04-07-26-4-0-0201-00

☐ 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.

"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.

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**PRIVATE SHARED WATER WELL ACCESS, SUPPLY, AND MAINTENANCE AGREEMENT**

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**I. IDENTIFICATION OF PARTIES**

**GRANTOR: MICHAEL J. GANTNER**, a Widower, Owner of Parcel I and Parcel II.

**GRANTEES: PAUL M. AND LOIS R. LINDSAY**, Husband and Wife, Owners of Parcel III.

**II. LEGAL DESCRIPTION OF PARCELS**

**Parcel I Legal Description:**

A tract of land in the Southwest 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:

Lot 1 of the M. GANTNER Short Plat, recorded in Book 3 of Short Plats, Page 269, Skamania County Records.

TOGETHER THEREWITH a portion of land in the Northwest Quarter of the Southeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington:

Said portion being the West 117 feet thereof of the parcel described in the Quit Claim Deed recorded under the Auditor's File Number 2010-174952.

(Assessor's Parcel No.: 04-07-26-3-0-0101-00)

**Parcel II Legal Description** --- \* Reference Only \* --- **NOT SUBJECT TO THIS AGREEMENT:**

A tract of land in the Northwest Quarter of the Southeast 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:

Lot 1 of the PAUL LINDSAY Short Plat, recorded in Book 3 of Short Plats, Page 311, Skamania County Records.

EXCEPTING THEREFROM the West 117 feet thereof.

(Assessor's Parcel No.: 04-07-26-4-0-0200-00)

**Parcel III Legal Description:**

A tract of land in the Northwest Quarter of the Southeast 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:

Lot 2 of the PAUL LINDSAY Short Plat, recorded in Book 3 of Short Plats, Page 311, Skamania County Records.

(Assessor's Parcel No.: 04-07-26-4-0-0201-00)

### III. GRANT OF RIGHT TO SUPPLY FROM PRIVATE SHARED WATER WELL

**Grantor, Michael J. Gantner, owner of Parcel I**, for and in consideration of the memorialization of rights heretofore observed by the parties to this Agreement, **conveys and quitclaims to Grantees, Paul M. and Lois R. Lindsay, husband and wife, owners of Parcel III**, and their heirs, successors, and assigns, **an undivided one-half (1/2) interest in and to the use of the water well and the associated water system located on Parcel I**, situated in the county of Skamania, state of Washington.

**Parcel I and Parcel III** shall be entitled to receive a supply of water for one (1) residential dwelling. **The residential dwellings to be served by this shared well are located on Parcels I and III, respectively.** *(Parcel II, as identified and legally described above, is raw, undeveloped land and shall not be served by the shared well located on Parcel I; the identification and legal description of Parcel II above is included merely as reference and this Agreement does not grant any rights, privileges, or entitlements to Parcel II.)* Parcels I and III shall have the right of usage of this water source and shall be furnished a reasonable supply of potable water for ordinary domestic purposes.

### IV. COST OF MAINTENANCE OF WATER SYSTEM

Each party hereto covenants and agrees that they shall share equally 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 financial institution. Each party shall be entitled to receive an annual statement from said financial 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.

### V. ACCESS EASEMENT FOR WELL SITE AND PUMP HOUSE

**MICHAEL J. GANTNER, OWNER of Parcel I**, grants **PAUL M. LINDSAY AND LOIS R. LINDSAY, OWNERS of Parcel III**, an easement for accessing the well site for inspecting, maintaining, and repairing the well and accessory structures and components for the purpose of maintaining or repairing the well and appurtenances thereto, within thirty (30) feet of the well site in any direction. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and any other thing or act necessary to the operation of the water system.

### VI. WATER LINE EASEMENTS

**MICHAEL J. GANTNER, OWNER of Parcel I**, grants **PAUL M. LINDSAY AND LOIS R. LINDSAY, OWNERS of Parcel III**, an easement for the use and purpose of conveying water from the well to each of the properties of Parcel I and Parcel III, respectively. Said easement shall be fifteen (15) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to the point of connection to the residential dwelling served thereby. No permanent building or structure shall be constructed upon the water line easement except as necessary for the operation of the well and water system.

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## **VII. MAINTENANCE AND REPAIR OF PIPELINES**

All pipelines in the water system shall be maintained so that 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 Skamania County Health Department.

Costs of repairing or maintaining common distribution pipelines shall be divided equally by both parties. Each party to this agreement 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 ten (10) feet of septic tank or sewage disposal drainfield lines.

## **VIII. PROHIBITED PRACTICES**

The parties, their heirs, successors and/or assigns, will not construct, maintain or permit to be constructed or maintained within one-hundred (100) feet of the well herein described, so long as the same is operated to furnish water, any of the following: septic tanks and drainfields, sewer lines, underground storage tanks, county or state roads, structures, barns, feeding stations, grazing animals, enclosures for animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind.

Parties will not cross-connect any portion of the water system with any other water source without prior written approval of the Skamania County Health Department or other appropriate governmental agency.

## **IX. PROVISIONS FOR CONTINUATION OF WATER SERVICE**

The parties agree to maintain a continuous flow of water from the well and water system herein described. If the quality or quantity of water from the well becomes unsatisfactory as determined by the Skamania County Health Department, the parties shall take steps to mitigate these problems or 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 Skamania County Health Department. 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.

## **X. RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES**

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


## **XI. HEIRS, SUCCESSORS AND ASSIGNS**


The covenants and agreements contained herein shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall pass to and be for the benefit of Parcel I and Parcel III, and their heirs, successors, and assigns.

## XII. ENFORCEMENT OF AGREEMENT

The parties herein agree to establish the right to make reasonable rules and regulations for the operation of the system, such as the termination of service if bills are not paid within forty-five (45) days following the due date, additional charges for disconnection, reconnection, etc.; PROVIDED that any such rules and regulations established by the parties herein are embodied in a writing signed by both parties and recorded in the Skamania County records. Parties not conforming with the provisions of this Agreement shall be subject to interest charges of five percent (5%) per annum together with all reasonable fees and expenses incurred in collection of any such fees and costs.

WITNESS our hands this 26 day of December, 2023.

  
\_\_\_\_\_  
MICHAEL J. GANTNER,  
Owner of Parcel I

  
\_\_\_\_\_  
PAUL M. LINDSAY,  
Owner of Parcel III

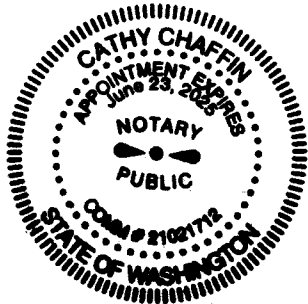
  
\_\_\_\_\_  
LOIS R. LINDSAY,  
Owner of Parcel III

\*\*\* NOTARY BLOCKS ON FOLLOWING PAGE \*\*\*

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SKAMANIA     )

On this day personally appeared before me **MICHAEL J. GANTNER** to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: 12-26-23



Cathy Chaffin

Notary public in and for the state of Washington,  
Residing at: Carson, WA  
My appointment expires: 6-23-25

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SKAMANIA     )

On this day personally appeared before me **PAUL M. LINDSAY and LOIS R. LINDSAY** to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Dated: 12-26-23



Cathy Chaffin

Notary public in and for the state of Washington,  
Residing at: Carson, WA  
My appointment expires: 6-23-25