

**WHEN RECORDED RETURN TO:**

11072 Washougal river road,  
Washougal WA, 98671  
Michael Hickey

Skamania County, WA  
Total: \$307.50  
AGLS  
Pgs=5

**2024-000026**

01/04/2024 04:13 PM

Request of: MICHAEL HICKEY

00017685202400000260050050

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)

Two Party Shared Well Water Users Agreement

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

1. Darcy Hickey 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

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

1. Michael Hickey 2. \_\_\_\_\_  
3. \_\_\_\_\_ 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 #**

02053240080000

☐ 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.

## TWO PARTY SHARED WELL WATER USERS AGREEMENT

Well ID Number: AGC 657 (Notice of Intent No): W137076

Serves Parcel Number: 02053240080000

Lot Number: 12 and 13 of Parker Tract Subdivision

Physical Address: 11072 Washougal river road, Washougal, WA

AND

Parcel Number: 02053240070000

Lot Number: 9, 10, 11 of Parker Tract Subdivision

Physical Address: NA

### 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 to be constructed. 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.

### Cost of Water System Construction

Both parties herein agree to share equally in the cost incurred in well site approval, well construction, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and initial well water quality tests.

### Cost of Maintenance of Water System

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described.

## Water Line Easements

Darcy Hickey

(owner name and parcel #, name of subdivision, and lot number containing the well)

## GRANTS

Michael C. Hickey

(owner name, parcel #, name of subdivision, and lot number adjacent to well)

An easement for the use and purpose of conveying water from the well to the property of

Michael C. Hickey

(owner name, parcel #, name of subdivision, and lot number adjacent to well).

Said easement shall be five (5) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to shared property line. No new permanent type of building shall be allowed to be constructed upon the water line easement except as needed for the operation of the well and water system.

## 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. Cost of repairing or maintaining common distribution pipelines shall be born equally by both parties. Each party in 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 10 feet of a septic tank or sewage disposal drain field lines.

## Prohibited Practices

The parties herein, their heirs, successors and/or assigns, will not construct any potential source of contamination, 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 may include but is not limited to: septic drainfields, sewer lines, underground storage tanks, feed stations and/or grazing animal pens where manure can accumulate, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. New structures and/or barns shall meet required setbacks and not harbor any potential source of contamination. The parties will not cross connect any portion or segment of the water system with any other water source or waste water disposal outlet without prior written approval of the ~~Kittitas~~ <sup>Skamania</sup> County Public Health Department and/or other appropriate governmental agency.

*Skamania  
MH*

## Provisions for Continuation of Water Service

The parties agree to maintain a continuous flow of water from the well and water system, herein ~~described~~ <sup>Skamania</sup> in accordance with water supply requirements of the State of Washington and ~~Kittitas~~ <sup>Skamania</sup> County. *MH*  
In the event that the quality or quantity of water from the well becomes unsatisfactory the parties shall develop a new source of water. 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.

## 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 above described to any other persons, properties, or dwelling without prior consent of both property owners and written approval from the ~~Kittitas~~ <sup>Skamania</sup> County Public Health Department.

#### Restriction on Water Use

Use restrictions are set at the time of water budget neutral determination and associated with the parcel. The amount of water allowed is recorded on the deed of the parcel and may be monitored and recorded depending on the source of the water rights. Water use for the lots referenced within this agreement are Not Measured acre feet/year for parcel #                      and 02053240080000 Not Measured acre feet/year for parcel # 02053240070000. (Include indoor and outdoor use restrictions).

#### Termination of this Agreement

This agreement may be revoked at any time; however, it may not be revoked without each property obtaining a sufficient acceptable potable water source and prior consent of both property owners. Termination of this agreement shall require the property owners to provide: 1) proof of a notarized revocation of this agreement and 2) proof of the potable water source for each property to the ~~Kittitas~~ <sup>Skamania</sup> County Health Department for review and approval. After, review and approval by the health department the property owners shall then file: 1) the notarized revocation of this agreement and 2) proof of the potable water source approved by the health department for each property at the ~~Kittitas~~ <sup>Skamania</sup> County Auditor's Office as a recorded document that runs with the title of the land.

#### 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.

Signed: Darcy Hickey  
Owner(s) of Property with the Well

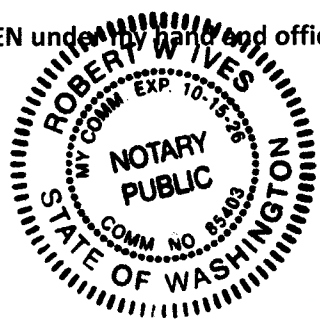
Print Name: Darcy Hickey

State of Washington )  
County of Skamania )

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 20 day of December, 2023, personally appeared before me

Darcy Hickey to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) 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.



[Signature]  
Notary Public in and for the State of Washington,  
Residing in: Vancouver WA  
My Commission Expires: 10/15/26

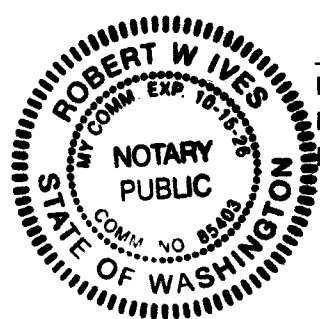
Signed: Michael Hickey  
Owner(s) of Second Property Served by the Shared Well

Print Name: Michael Hickey

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 20 day of December, 2023, personally appeared before me

Michael Hickey to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) 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.



[Signature]  
Notary Public in and for the State of Washington,  
Residing in: Vancouver WA  
My Commission Expires: 10/15/26