

87620

SEWAGE DISPOSAL AGREEMENT

This agreement, entered into this 15 day of November, 1978 by and between THOMAS ARTHUR PUGH, a single man, and SOUTHWEST WASHINGTON HEALTH DISTRICT, a municipal corporation;

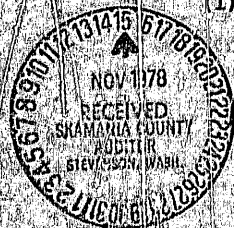
WITNESSETH: That said THOMAS ARTHUR PUGH, herein after referred to as "PUGH", desires to install or have installed a temporary holding tank sewage system; that in order that this system be approved by said Health District, PUGH shall agree to certain conditions and covenants, and Whereas, SOUTHWEST WASHINGTON HEALTH DISTRICT, referred to hereinafter as DISTRICT, shall in consideration of certain covenants and conditions agreed to by PUGH approve the proper installation of a holding tank sewage system.

NOW, THEREFORE, it is mutually agreed as follows: DISTRICT will grant the petition of PUGH for the installation of a temporary holding tank sewage system upon the following described real property: (upon the agreement of PUGH to fulfill and abide by the conditions and stipulations.)

A parcel of land in Section 2, Township 2 North, Range 7 East of the W.M., described as follows; Beginning at the Northeast corner of said Section 2; thence South $89^{\circ}33'14''$ West, 823.38 feet along the Section line; thence South $0^{\circ}04'32''$ East, 979.44 feet; thence North $81^{\circ}24'28''$ East 250.39 feet, more or less, to the Northeast corner of a tract of land described in Deed recorded at Book 49 Page 295, records of Skamania County Auditor; thence South $0^{\circ}04'32''$ East 21.57 feet along the East line of said tract to the True Point of beginning; thence North $67^{\circ}10'23''$ East 200.85 feet, more or less; thence South $0^{\circ}04'32''$ East to the center line of Ryan Allen Road (Co Road No. 154); thence Southwesterly along the centerline of said road 200.85 feet to a point which lies South $0^{\circ}04'32''$ East from the True Point of Beginning; thence North $0^{\circ}04'32''$ West to the True Point of Beginning: EXCEPT public road rights of way.)

In consideration of the granting of his petition, by DISTRICT, PUGH agrees to the following:

- (1) PUGH will execute a bond to the DISTRICT guaranteeing pumping of the temporary holding tank monthly or sooner if filled, for a minimum of two years from the date of installation and initial operation of the holding tank system, said bond to be in an amount of at least \$2,400.00 and



- (2) Have an overflow warning device installed on the holding tank, and
- (3) Pump the holding tank before it fills to the top and overflows, and
- (4) Make no addition to the number of occupants of the residence served to the temporary holding tank until connection to a permanent sewage system is accomplished, and
- (5) That if PUGH re-sells before a permanent sewage system is available to replace the temporary holding tank system,
 - (a) PUGH will inform the proposed owner-purchaser that this agreement will be void and will not run with the land upon re-sale;
 - (b) The new owner-purchaser will, as a condition of re-sale, be required to enter into a new agreement with DISTRICT;
 - (c) The new owner-purchaser will be required to provide the DISTRICT with a new bond in whatever amount DISTRICT may require;
 - (d) These conditions will be contained in any preliminary commitment for title insurance, and any policy of title insurance;
 - (e) These conditions will appear on any instrument of conveyance to the new owner-purchaser.
 - (f) These conditions and covenants also apply to any mortgage with a security interest in said real property.

This agreement will be void upon re-sale of said real property. THE covenants and conditions herein do not run with said land.

DATED this 15 day of November, 1978

Thomas A. Pugh
THOMAS ARTHUR PUGH

SOUTHWEST WASHINGTON HEALTH DISTRICT
By: Charles C. Hegarty

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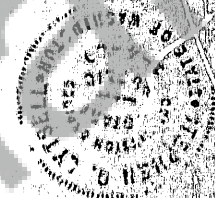
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STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this day personally appeared before me Thomas Arthur Pugh and Donald C. Hogarty, Public Health Sanitarian for Southwest Washington Health District, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledge that they signed the same as their free and voluntary act and deed for the purposes and uses therein mentioned.

Given under my hand and official seal this 15 day of November, 1978.

Thomas A. Pugh
Notary Public in and for the
State of Washington residing
at Stevenson.



87620

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Stephen J. Pugh
OF *Stevenson, WA*
AT *2:15 P.M.* *Nov 15, 1978*
WAS RECORDED IN BOOK *6*
OF *Leg. Books* AT PAGE *65*
RECORDS OF SKAMANIA COUNTY, WASH.
John J. Pugh
COUNTY ALBERT
BY *J. Wachter*

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED: Y
COMPARED
WITNESSED