

Newquist Road Community Water Agreement

An agreement is made this 17th day of February, 1989, between the following named property owners that a small "public water supply" shall be established for their use and shared equally:

<u>Property Owners</u>	<u>Address</u>	<u>Legal Description</u>
1. Elmer L. Green & Elizabeth Green	M.P. 0.24L Newquist Road Washougal, WA 98671	See Exhibit A
2. Albert E. Bennett & Ruthmary E. Bennett	M.P. 0.29L Newquist Road Washougal, WA 98671	See Exhibit B
3. Paul Collins & Denise Jarrell	M.P. 0.06L Newquist Road Washougal, WA 98671	See Exhibit C
4. Robert Bledsoe	M.P. 0.18L Newquist Road Washougal, WA 98671	See Exhibit D

The above named property owners also agree that this water supply shall be operated and maintained according to the following guidelines;

1. Organization. As Elmer and Elizabeth Green have taken the sole responsibility for many years regarding maintenance, operation, and the handling of finances for the water supply, they will continue to keep records on all financial transactions, covenants, easements, leases, water rights, and well logs, and for notification of all property owners concerning changes in operation. At such time that the Greens are unwilling or unable to continue the above responsibilities, all property owners shall meet and elect another property owner to take over the above mentioned responsibilities. This vote shall be such that each property carries one vote, thus a husband and wife would vote as one unit. The vote should be 75%.

In addition, the property owners will meet annually, on the third Saturday in July (or other mutually agreed upon date in the event of this set date being inconvenient), for the purpose of reviewing past operations and planning any changes, etc.

2. Privileges. Each property owner shall have the right to

Exp. Recd. ☒
Ind. recd. ☒
Indirect ☒
Filed ☒
Mailed ☒

MPTC 2699

water from the public water supply for human consumption, domestic use, and limited irrigation. Each share shall be restricted to a single related family and in no case may the privilege be extended to other users without the written consent of all property owners. Equality of distribution will depend upon the judgment of the property owners and communal consideration is expected. If any property owner should be judged by the others to be abusing his privileges, he may be subject, by 100% vote of the others, to loss of all or part of his water rights as a property owner, or to a fair adjustment of his bimonthly fee. The privilege of sharing in the community water supply shall pass on to each of the above property owners, their heirs and successors, with title to the land involved.

3. Finances. Each property owner will pay an equal portion of the bimonthly electric bill for the operation of the pump. The representative who receives the bill will notify each property owner of the amount. In addition, each property owner will pay an equal portion of any costs associated with maintenance, repair, or replacement of the water system. If any property owner becomes delinquent in payment of his portion of the bimonthly fee or other costs for a period exceeding sixty (60) days, he shall be served written notice of default of payment and allowed 30 days to submit delinquent fees, plus a fair interest, or forfeit his share in the association and all rights to water therefrom. All physical properties purchased with funds of the property owners remain the property of the property owners and may not be appropriated for personal use and shall be held in the name of the organization.

4. Well Locations. The control areas surrounding the well sites consist in the following described real properties situated adjacent to Newquist Road in Skamania County, Washington:

Well #1: A square plot of land one hundred feet on a side having as its South boundary the East-West centerline of Section 19, Township 2 North, Range 5 East of the Willamette Meridian (Newquist Road) and as its West boundary the North-South centerline of the Northeast quarter of the same Section 19.

This described control area is situated in the extreme Southwest corner of the property now owned by Albert and Ruthmary Bennett. Covenant for its use shall be held by any of the owners of the affected properties for as long as this site is used as a public water supply.

The well site itself is located ten feet to the North of the center of the control area.

Well #2: A square plot of land one hundred feet on a side, having as its South boundary the East-West centerline of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, as its West boundary on the West line of the East one half of the West one half of the following described tract:

Beginning at the Southwest corner of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian; thence North 660 feet; thence East 1320 feet; thence South 660 feet, thence West 1320 feet to the point of beginning.

This described control area is situated in the extreme Southwest corner of the property now owned by Paul Collins and Denise Jarrell. Covenant for its use shall be obtained and held by any of the owners of the affected properties for as long as this site is used as a

source for a public water supply.

The well site itself is located ten feet to the North of the center of the control area.

DATED this 17th day of February, 1989.

Elmer L. Green
ELMER L. GREEN

Elizabeth Green
ELIZABETH GREEN

Albert E. Bennett
ALBERT E. BENNETT

Ruthmary E. Bennett
RUTHMARY E. BENNETT

Paul R. Collins
PAUL COLLINS

Denise Jarrell
DENISE JARRELL

Robert Bledsoe
ROBERT BLEDSOE

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me ELMER L. GREEN, ELIZABETH GREEN, ALBERT E. BENNETT, RUTHMARY E. BENNETT, PAUL COLLINS, DENISE JARRELL, and ROBERT BLEDSOE, 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.

GIVEN UNDER my hand and official seal this 17th day of February, 1989.

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SKAMANIA CO. WASH
BY MT. ADAMS TITLE

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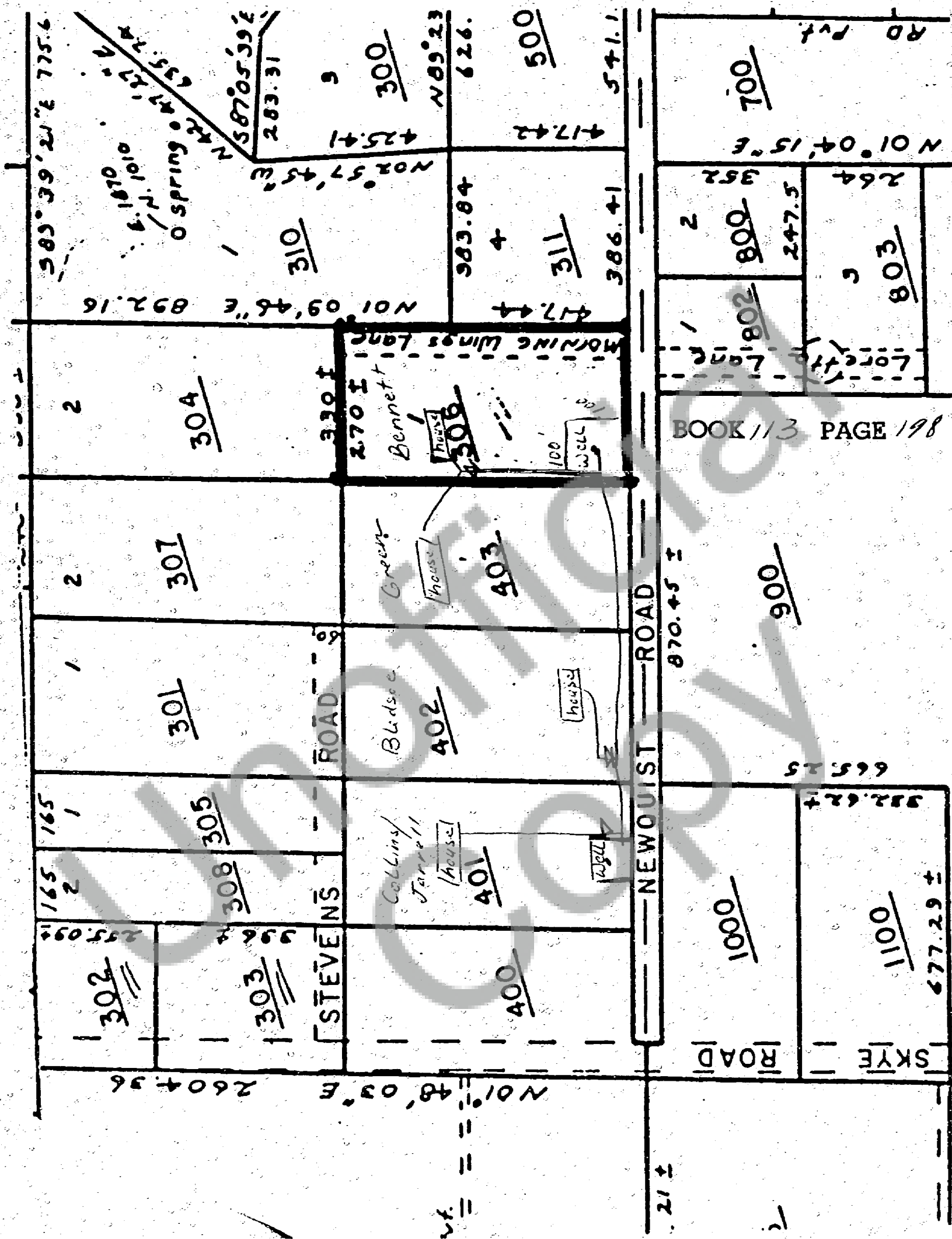
E. Mayford
AUDITOR
GARY M. OLSON

June D. Mayford
Notary public in and for the
state of Washington, residing
in Washougal, WA 98671

My commission expires

May 1, 1991

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Skye Rd.

Center line of Newquest Rd.

