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RETURN ADDRESS:

James Russo
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Portland, OR 97206

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SEAL
BY James Russo

Mar 2 1 40 PM '99
P. Lowry
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Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Water User's Agreement
2. _____
3. _____
4. _____

GRANTOR(S) (Last name, first, then first name and initials)

1. Pummill, Anthony
2. Russo, James
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Russo, James
2. Pummill, Anthony
3. _____
4. _____

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

SW4 Section 27, T2N R6E

☒ Complete Legal on Page 314 of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

2-6-27-3-117 & 2-6-27-3-201

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers on Page _____ of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

**WATER USER'S AGREEMENT BETWEEN
ANTHONY PUMMILL AND JAMES RUSSO**

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. 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

Russo herein agrees to pay all costs of connecting existing well on Pummill's property to Russo's property.

COST OF MAINTENANCE OF WATER SYSTEM

Each party herein agrees that they shall equally share the maintenance and operational costs of the well and water system to be shared. The expense of water quality sampling as required by the State of Washington and Skamania County shall be paid by Russo.

COST OF OPERATION OF WATER SYSTEM

Electricity to operate the pumps shall be provided by and maintained by Pummill. Russo and Pummill will share equally in the cost of providing electricity to operate the pump. Russo agrees to install an electric meter at the pumphouse for the purpose of determining electrical costs.

EASEMENT OF WELL SITE, PUMPHOUSE, AND WATERLINE

There shall be an easement for the purpose of maintaining or repairing the well and shall include the pumphouse, pump, pressure tank, waterlines, and anything necessary to the operation of the water system. Pummill grants Russo an easement for the use and purpose of conveying water from the well to the property of Russo. Said easement shall allow an underground pipeline extending from the well site on Pummill's property west to Russo's property.

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 Health Officer. 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.

PROHIBITED PRACTICES

The parties herein, their heirs, successors and/or assigns, agree to avoid any practice within 100 feet of the well which knowingly would contaminate the well or water system.

WATER SYSTEM RECORDS

Russo shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code, and Skamania County Rules and Regulations. Russo shall provide his name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. Russo shall organize and maintain the water system records and notify the Health Officer and all parties that are included in this agreement, of the water quality tests that are required by the State of Washington and Skamania County. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer. Emergencies such as system shutdown and repair may be handled by either Russo or Pummill.

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 public water supply requirements of the State of Washington and Skamania County. In the event that the quality or quantity of water from the well becomes unsatisfactory as determined by the Health Officer, and a new source of water is necessary, then each party shall have the option to negotiate a new agreement to develop a new source of water to be shared by each party, or to develop individual sources of water on each property.

RESTRICTION ON FURNISHING WATER TO ADDITIONAL PARTIES

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

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.


Anthony Pummill


James Russo

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Pummill Property

Exhibit "A"

A tract of land in the Southwest Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

BEGINNING at the Southwest corner of the Southwest Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian; thence South 88°55'58" East along the South line of said Southwest Quarter of Section 27, 2,372.54 feet to the True Point of Beginning; thence North 01°05'09" East parallel to the West line of said Southwest Quarter of Section 27, 208.71 feet; thence South 88°55'58" East parallel to the South line of said Southwest Quarter of Section 27, 281.03 feet, more or less, to the East line of said Southwest Quarter of Section 27; thence South along the East line of said Southwest Quarter of Section 27, 208.71 feet to the Southeast corner of said Southwest Quarter of Section 27; thence North 88°55'58" West along the South line of said Southwest Quarter of Section 27, 251.88 feet, more or less, to the True Point of Beginning.

EXCEPT that portion conveyed to Skamania County by instrument recorded October 3, 1978 in Book 78, page 453, Skamania County Deed Records.

Also known as Short Plat recorded in Book 1, page 35.

Together with the following tract of land:

The East 100 feet of the South 208.71 feet of Lot 4 of SHORT PLAT, recorded in Book 3 of Short Plats, page 113, records of Skamania County, Washington together with an non-exclusive easement to use the private road identified as Leo Lane in said short plat.

Subject to a well maintenance agreement to share the well on the Short Plat recorded in book 1, page 35 with the remaining portion of Lot 4 above.

Also subject to a Road maintenance agreement recorded under #103356. Easement recorded in Book 46, page 39. Covenants, conditions and restrictions as shown on the face of the plat.

BOUNDARY LINE ADJUSTMENT

This deed includes a boundary line adjustment between parcels of land owned by Grantor; it is not intended to create a separate parcel, and is therefore exempt from the requirements of RCW 58.17 and Skamania County Short Plat Ordinance. The property described in this deed cannot be segregated and ~~acknowledged that they~~ sold without conforming to the State of Washington and Skamania County Subdivision laws.

MJML

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Russo Property

Exhibit "A"

Lot 4 of SHORT PLAT, recorded in Book 3 of Short Plats, page 118, records of Skamania County, Washington.

EXCEPT the East 100 feet of the South 208.71 feet thereof.

TOGETHER WITH an non-exclusive easement to use the private road identified as Leo Lane in said short plat.

SUBJECT TO a well maintenance agreement to share the well on the Short Plat recorded in book 1, page 35 with the remaining portion of Lot 4 above.

SUBJECT TO: Covenants, conditions and restrictions as shown on face of plat. Agreement recorded under No. 132599. Easement recorded in Book 46, page 39. Road Maintenance agreement recorded under No. 103356.