

149487

RETURN ADDRESS:

Alpine Quality Construction Services Inc.  
16505A SE 1st ST. ste #71  
Vancouver, WA. 98684

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Page 1 of 4  
Date: 11/01/2004 01:27P  
Filed by: GINGER TOWNSEND  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$22.00

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Water Users Agreement for Bridge View Heights - Revised
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

1. Alpine Quality Construction Services Inc.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

☐ Additional Names on Page \_\_\_\_\_ of Document.

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

1. Lot 1 BVH Tax Parcel # 03-07-25-4-0205-00, Lot 2 BVH Tax Parcel #03-07-25-4-0206-00,
2. Lot 3 BVH Tax Parcel #03-07-25-4-0207-00, Lot 4 BVH Tax Parcel #03-07-25-4-0208-00,
3. Lot 5 BVH Tax Parcel #03-07-25-4-0209-00, Lot 6 BVH Tax Parcel #03-07-25-4-0210-00
4. BRIDGEVIEW HEIGHTS

☐ Additional Names on Page \_\_\_\_\_ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)  
A Subdivision of Lot 2 of Alpine Heights Short Plat (3-355) in the SE 1/4 of Section 25, T3N, R7E,  
W.M. Skamania County, WA.

☐ Complete Legal on Page \_\_\_\_\_ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

BOOK B PAGE 113  
BOOK 246 Pg 439  
AF 149487 7-18-03

☐ Additional Numbers on Page \_\_\_\_\_ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

- ☐ 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.

# **BRIDGE VIEW HEIGHTS**

## **REVISED**

### **WATER USERS AGREEMENT**

#### **USE OF THE WELL AND WATERWORKS**

The property owners in the Bridge View Heights neighborhood shall be granted access to the well and Group B water system for as long as needed, under the following conditions.

#### **COST OF MAINTENANCE OF WATER SYSTEM**

Each party with a dwelling or structure receiving water from this water system hereto covenants and agrees that they shall equally share the maintenance and operational costs of the well and water system herein described. All parties shall share equally the expense of water quality sampling, as required by the State of Washington and Skamania County. The parties shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each party shall be entitled to receive an annual statement from said banking 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. Each party will pay \$ 15.00 dollars a month to a reserve account to be established at River View Bank, this is in addition to the regular monthly operational costs of the water system.

#### **EASEMENTS**

An easement has been established for the waterlines, well, pump house and any needed water storage tanks. No permanent structure can be erected on this easement, other than the well house or storage tanks.

#### **MAINTENANCE AND REPAIR OF PIPELINES**

All pipelines in the water system shall be maintained so that there will be no leakage, seepage or other defects which may cause contamination of the water, injury or damage to persons or property. Pipe materials used in repairs shall meet approval of the Health Officer. Cost of repairing or maintaining common distribution pipelines shall be born equally by all parties. Each party in this agreement shall be responsible for the maintenance, repair or replacement of pipe supplying water from the common water distribution piping to their won particular dwelling and property. Water pipelines shall not be installed with 10 feet of a septic tank or 10 feet of sewage disposal drain field.

#### **PROHIBITED PRACTICES**

The parties herein, their heirs, successors and or assigns, will not construct, maintain or suffer to be constructed or maintained upon the said land and within 100 feet of the well herein described. So long as this well is operated to furnish water for public consumption any of the following; septic tanks (unless engineered and approved by Skamania County Health Department), drain fields, sewer lines, underground storage tanks containing contaminates, contaminating structures, barns, feeding stations, grazing animals. Enclosures for maintaining: fowl animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, garbage of any kind or anything restricted by The Skamania County Department of Health. The parties shall

not cross connect any portion or segment of this water system with any other water source without prior written approval of the Skamania County Department of Public Health and or other appropriate governmental agency.

### **WATER SYSTEM PURVEYOR**

**Alpine Quality Construction Services Inc.** is designated "Purveyor" of the water system until they assign a new "Purveyor". The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code and Skamania County rules and regulations. This includes handling emergencies such as system shutdown and repair. The purveyor shall provide his/her name, address and telephone number to the Health Officer and shall serve as a contact person to the Health Officer. The purveyor shall organize and maintain the water systems records and notify the Health Officer and all parties, service connections and lots that are included in this agreement of the water quality tests that are required by WAC 246-291 and Skamania County Rules and Regulations. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer. The purveyor shall be held harmless regarding supply, quality or quantity of water supplied by the water system. The purveyor will not be responsible for any cost of maintaining or continuing the water service unless they are also a water user.

### **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, the parties shall 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 Health Officer. Each undivided interest and or party (water users) shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with a 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 the well owner and written approval from the Skamania County Department of Public Health. This does not include future development of additional lots on the property known as lot 6 Bridge View Heights along the road easement adjoining SANJEN LANE when approved by the Health Department or designated governing body or a water right is obtained.

### **HEIRS, SUCCESSORS AND ASSIGNS**

This Water Users Agreement 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 hereof and it shall pass to and be for the benefit of each owner thereof.

### **WATER METERING / STORAGE**

Each home or structure connected to the water service will have a water meter installed outside of the structure easily accessible to record water usage. Each dwelling or structure will have an operational back flow valve installed in the line after the meter and install a minimum 87-gallon pressure tank. This will be done before any dwelling is connected to the water supply.

Each dwelling shall be entitled to receive 300 gallons of water in a 24-hour time period. Dailey usage beyond the 300 gallons will result in a surcharge of \$.25 cents per additional gallon or as decided upon by the purveyor with input from SWWHD. This water cannot be used for crops or any excessive usage. If the property owner wants to have water available for gardening, watering or storage they need to install a storage tank. Such a tank should have a minimum capacity of 1000 gallons, must be underground.

**ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES**

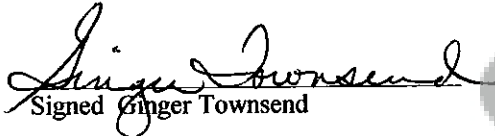
The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the **termination of water service** if bills are not paid within 30 days of the due date. There will be additional charges for disconnection and reconnection not to exceed \$35.00. Parties not conforming to the provisions of this agreement shall be subject to interest charges of 18% per annum together with all collection charges. All disputes will be resolved through binding mediation.

This an agreement is binding on all parties receiving water from the community water system serving the Bridge View Heights development.

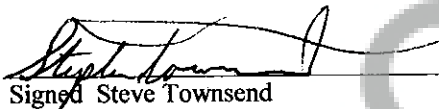
  
Signed

9/2/04  
Dated

I understand the changes to the Original Water Users Agreement filed in Skamania County, Washington in the Skamania County Record, Book 246 pages 439-442, and agree with the New Water Users Agreement and hold in binding to my Lot number 4 Bridge View Heights Subdivision Tax parcel # 03-07-25-4-0208-00. I am the owner of this lot or authorized agent.

  
Signed Ginger Townsend

10-31-04  
Dated

  
Signed Steve Townsend

10-31-04  
Dated