

WHEN RECORDED RETURN TO:

Rebecca Friedrich
1131 42nd St
Washougal, WA 98671

DOCUMENT TITLE(S)

Water Users Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Bruce P. Friedrich & Rebecca Friedrich

☐ Additional names on page _____ of document.

GRANTEE(S):

Stanley Hodgins & Laura Molle-Hodgins

☐ Additional names on page _____ of document.

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

Lots 1 and 2 of the Friedrich Short Plat

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

Lot 2 = 02-06-26-3-0-0201-00

Lot 1 = 02-06-26-3-0-0200-00

☐ 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 requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recorded processing requirements may cover up or otherwise obscure some part of the text of the original document.

Company Name: _____

Signature/Title: _____

Rebecca Friedrich

WATER USERS AGREEMENT

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. Said water supply shall not be used for irrigation purposes of more than 1/4 acre. It is understood that Lot 1 does not own any portion of the well.

COST OF WATER SYSTEM CONSTRUCTION

The owner of the property on which the water system lies shall be solely responsible for the initial cost incurred in site approval, mutually agreeable design of the water system for approval by the Health Officer, and construction and/or installation of the waterworks equipment, 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. The expense of water quality sampling as required by the State of Washington and Skamania County shall be shared equally by both parties. 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.

WATER LINE EASEMENT

The owner of Lot 2 of the Friedrich Short Plat grants the owner of Lot 1 of the Friedrich Short Plat an easement for the use and sole purpose of conveying water from the well to the property of Lot 1. Said easement shall be ten (10) feet in width and shall extend on, over across, and underneath said strip of land from designated well site to common point as referred to in the Water Maintenance Agreement recorded in Skamania County Records #AF2004152506. No permanent type of building shall 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. 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. Water pipelines shall not be installed within 100 feet of a septic tank or within 10 feet of sewage disposal drain field lines. Should Lot 1 pipe lines which run on/under lot 2 need to be repaired, lot 1 owner agrees to make a reasonable effort to replace earth to pre-repair state.

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 the same is operated to furnish water for public consumption, any of the following: septic tanks and drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, vehicles, structures, barns, feeding stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste or garbage of any kind. The parties will not cross connect any portion or segment of the 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

The owner of Lot 2 of the Friedrich Short Plat is designated "Purveyor" of the water system. The purveyor shall be responsible for the arranging submission of all necessary water samples as required in the Washington Administrative Code No. 246-291 and 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 system 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. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer.

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 shall share equally in the cost of developing the new source of water and installing the necessary equipment associated with the new source. If both parties do not agree to a shared well, each party must seek water on their own lot and will not have rights to explore water on any lot but their own, and existing well head easement afforded to Lot 1 will become null and void.

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 parties and written approval from the Skamania County Department of Public Health.

HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements to this particular well only, 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.

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 service if bills are not paid within forty-five days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of 10% per annum together with all collection fees and or attorney fees.

Owners of Lot 1:

Stanley W. Hodgins 12-15-06
Stanley Hodgins Date

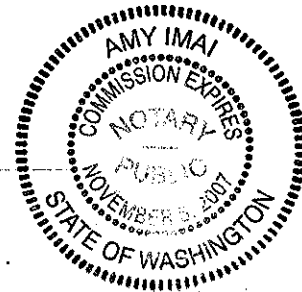
Laura Moller-Hodgins 12-15-06
Laura Hodgins-Moller-Hodgins Date

Owners of Lot 2:

Bruce P. Friedrich 12-14-06
Bruce Friedrich Date

Rebecca Friedrich 12-14-06
Rebecca Friedrich Date

STATE OF WASHINGTON)
:SS.
COUNTY OF CLARK)



I certify that I know or have satisfactory evidence that Stanley & Laura Hodgins is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument of the 15 day of Dec, 2006

Amy Imai
Notary Public
Commission Expires: Nov 5, 2007

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Owners of Lot 1:

Stanley Hodgins _____ Date _____

Laura Hodgins *Molle-Hodgins* _____ Date _____

Owners of Lot 2:
Bruce P. Friedrich _____ *12-14-06* _____

Bruce Friedrich _____ Date _____

Rebecca Friedrich _____ *12-14-06* _____

Rebecca Friedrich _____ Date _____

STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Bruce Friedrich & Rebecca Friedrich to me known to be the individual(s) 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 14th day of December, 2006.



[Signature]
Notary Public in and for the State of Washington,
residing at N. Bonnevile
My appointment expires 02/28/2010

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

WA-46A (11/96)

This jurat is page 5 of 6 and is attached to Water Users Agree. dated _____.

DOC # 2006164207
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