

Return Address:
171 Bush Road
Cook, WA. 98605

Manzanola Orchards Short Plat as recorded in Book "A" on Page 37 of Plats, records of Skamania County, WA.

Grantors: Evan Gidley

Grantee(s): Cascade Clear Springs Short Plat.

Section: 15, Township 3 North, Range 9 East

Assessor's Tax Parcel No.: 03-09-15-00-0100

WATER USERS AGREEMENT

OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed by the parties that each of the said parties shall be and is hereby granted an undivided one-third interest in and to the use of the existing constructed spring and water works system located at 171 Bush Road. 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

All parties herein agree to share equally in any future costs incurred in spring or well site approval, spring and well site construction, design of the water system for approval by the Health Officer, and construction and/or installation of the waterworks equipment, the pump house and water distribution pipes, and any initial well water or spring 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 spring and water works system herein described. The expense of the water quality samplings as required the State of Washington and Skamania County shall be shared equally by all parties. The parties shall establish and maintain a reserve account at a

mutually agreed 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 used for the sole purpose submitting water samples for quality analysis and maintaining, repairing or replacing the spring and common waterworks equipment or appurtenance thereto.

EASEMENT OF THE SPRING SITE AND WATER WORKS

There shall be an easement for the purpose of maintaining or repairing the spring and appurtenances thereto, within ten (10) feet of the well site in any direction. Said easement shall allow the installation of existing or future well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

WATER LINE EASEMENTS

Gidley grants named land-owners an easement for the use and purpose of conveying water from the well and waterworks system to the property of said land owners. Said easements shall be ten (10) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site and waterworks to common point as referred to. No permanent type of building shall be constructed upon the water line easement except as needed for the operation of the well and waterworks 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 Health Officer. Cost of repairing and/or maintaining common distribution pipelines shall be born equally by all 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 fifty (50) feet of the septic tank or within ten (10) feet of sewage disposal drain field lines.

PROHIBITED PRACTICES

The parties herein, their heirs, successors and/or assigns, will not construct, maintain or suffer to be constructed or maintained upon said land and within one-hundred (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 wastes or garbage or 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

Evan Gidley is designated "purveyor" of the water system. The purveyor shall be responsible for arranging submission of all necessary water samples as required in the Washington Administrative Code WAC 193-160, and Skamania County Rules and Regulations Chap. 8.68 and handling emergencies such as system shutdown and repair. The purveyor shall provide his name, address, and contact telephone number to 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

All 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 the water from the well and/or spring 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.

RESTICTION ON FURNISHING WATER TO ADDITONAL 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 all parties and written approval from the Skamania County Department of Public Health.

HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreement 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 (45) days of the due date, additional charges for disconnection, reconnection, etc. Parties non-conforming with the provisions of this agreement shall be subject to the interests charges of 15% per annum together with all collection fees.

[Signature] Lot 3 Landowner
Evan Gidley

_____ Lot 2 Landowner

_____ Lot 1 Landowner

STATE OF Washington)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that Evan Gidley, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 26th day of December, 2007.

[Signature]

Notary Public for 11-09-11

My Commission Expires:



DOC # 2008168718
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