

WHEN RECORDED RETURN TO:

Jan and Robert Alexander
11068 SW Parkview Dr.
Wilsonville OR 97070

CCT 00121640 AJS

DOCUMENT TITLE(S):

CRISPIEN ROAD WATER SYSTEM WATER USERS AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

[*]

GRANTOR:

1. TUCKER, CORRINE
2. [*]

GRANTEE:

1. ALEXANDER, JAN
2. ALEXANDER, BOB

TRUSTEE:

[*]

ABBREVIATED LEGAL DESCRIPTION:

Lot(s) 1, Lot 3 and Lot 4 of CRISPIEN ROAD S/P #2007168273

Full Legal Description located on Page [*]

TAX PARCEL NUMBER(S):

2007168273

Jan and Robert Alexander
11068 SW Parkview Dr
Wilsonville, OR 97070

CRISPIEN ROAD WATER SYSTEM WATER USERS AGREEMENT

OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed by the parties that Corrine Tucker retains a 3/4 interest and Jan and Bob Alexander retain a 1/4 interest in and rights to the use of the well and water system to be constructed. The water system is intended to supply a reasonable supply of potable and healthful water for domestic purposes for one residential dwelling on each of 4 lots; Lot 1, Lot 3 and Lot 4 of the Crispian Road Short Plat and one lot to be created on the property on which the well is located.

COST OF MAINTENANCE OF WATER SYSTEM

Each party hereto covenants and agrees that they shall share the maintenance and operational costs of the well and water system herein described, in equal amounts for each lot that is served. The expense of water quality sampling as required by the State of Washington and Skamania County shall be shared in equal amounts for each lot. The parties shall establish and maintain a reserve account at Riverview Community Bank. 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.

For each lot that is served, a first year fee of \$500.00 payable to the purveyor of the Crispian Road Water System, and for each year thereafter on May 1st, \$300 will be collected from all lots served by the undersigned to provide for private maintenance.

EASEMENT OF WELL SITE AND PUMPHOUSE

There shall be an easement for the purpose of maintaining or repairing the well and appurtenances thereto, within 30 feet of the well site in any direction. Said easement shall allow the installation of well house, pumps, water storage reservoirs, pressure tanks, and anything necessary to the operation of the water system.

WATER LINE EASEMENTS

Corrine Tucker grants Crispian Road Water System an easement for the use and purpose of conveying water from the well to the properties of Corrine Tucker and Jan and Bob Alexander. Said easement shall be five (5) feet in width and shall extend on, over, across, and underneath said strip of land from designated well site to houses served by the well. 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.

REQUIREMENTS FOR CONNECTING TO THE WATER SYSTEM

Each home is required to install a meter and a pressure tank before connecting to the 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 the owners of each lot. 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 20 feet of a septic tank or within 10 feet of sewage disposal drainfield lines.

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 drainfields, sewerlines, 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

Jan Alexander 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, and Skamania County Rules and Regulations 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 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.

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.

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 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.

By: Jan E. Alexander State of Oregon)
Jan Alexander County of Clackamas)

By: Bob Alexander
Bob Alexander

On this day personally appeared before me Bob & Jan Alexander to
me known as the individual 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 stated.
Given under my hand and official seal this 13 day of March, 2008.



Micah Bronitsky
NOTARY PUBLIC in and for the State of
OR
Residing at Wilsonville, OR
My commission expires 8-23-11

Unofficial Copy

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 12% per annum together with all collection fees.



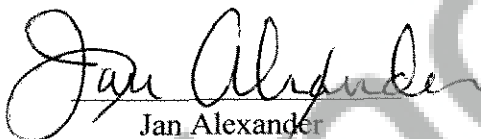
Corrine Tucker

State of Washington County of Clark

On this day personally appeared before me Corrine Tucker to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 27th day of Oct., 2007 ~~2007~~ 2008

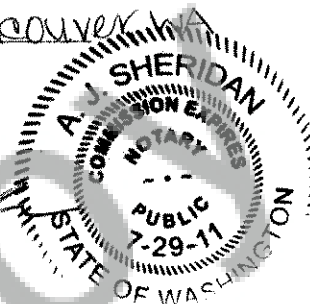
NOTARY PUBLIC in and for the State of Washington residing at Vancouver, WA
My commission expires 7-29-11



Jan Alexander



Robert Alexander



State of Oregon, County of Clackamas

On this day personally appeared before me Kirsten Juster to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 7 day of July, ~~2007~~ 2008

NOTARY PUBLIC in and for the State of Oregon residing at Wilsonville, OR
My commission expires 1-15-11

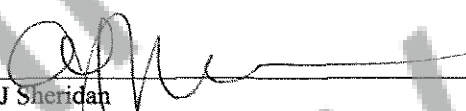


STATE OF WASHINGTON }
COUNTY OF CLARK }ss

I certify that I know or have satisfactory evidence that CORRINE TUCKER is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledge it as the Personal Representative of The Estate of Thomas J. Tucker, deceased to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 10/27/08




AJ Sheridan
Notary Public in and for the State of Washington
Residing in Vancouver
My appointment expires: 7/29/11