

Tony Foote  
673 Brentwood Dr. E.  
The Dalles, OR 97058

## WATER USERS AGREEMENT

### OWNERSHIP OF THE WELL AND WATERWORKS

It is agreed by the parties of the four existing cabins located on Tax Lot Parcel 04103500009900 of Klickitat County and Tax Lot Parcel 03100200040000 of Skamania County having the tax numbers as described below:

04103500009900 Cabin 2;  
04103500009900 Cabin 3;  
04103500009900 Cabin 4; and  
03100200040000 Cabin 5,

*LM 12-3-09 U*

that each of said parties shall be and is hereby granted an undivided one fourth interest in and to the use of the well (WADOE # BAP 426 located on Tax Lot 03100200040000 in Skamania County, WA) and water system, hereafter referred to as the Northwestern Lake Water Association. 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 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 whether connected to system or not. 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 as required by the State of Washington and Skamania County, and maintaining, repairing or replacing the well and common waterworks equipment or appurtenance thereto. Monies may also be used to comply with requirements of the Skamania County Right of Way Special Use Permit, payment of electric bills, and Post Office Box fees.

### 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 all parties based on number of connections controlled. 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 10 feet of a sewerline without proper mitigation and approval by the Skamania County Community Development

### **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, 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 unless mitigated and approved by the Skamania County Community Development. 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 Community Development and/or other appropriate governmental agency.

### **WATER SYSTEM PURVEYOR**

Gary Biddle 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 Community Development 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 cabins that are included in this agreement, of the water quality tests that are required by WAC-246-291 and Skamania County Community Development Rules and Regulations. Water system records shall be available for review and inspection by all parties in this agreement and the Health Officer. Purveyor responsibilities, other than those requiring contact with the health officer, may be delegated to other party members by majority vote.

### **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 Community Development. 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, based on number of connections controlled, 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 all properties and written approval from the Skamania County Community Development.

**HEIRS, SUCCESSORS AND ASSIGNS**

These covenants and agreements shall run with the land and cabins and shall be binding on all parties having or acquiring any right, title, or interest in this land or cabins 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 12% per annum together with all collection fees.

**PROVISIONS TO CHANGE THIS AGREEMENT**

These covenants and agreements may be modified by majority vote of the parties provided the modification does not violate State or County requirements for the water system.

Property Owners	Cabin	Signature	Date
Jim Lambert	2	<u>Jim Lambert</u>	<u>10-22-09</u>
Pat Lambert	2	<u>P. Patricia Lambert</u>	

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 22 day of 10, 2009, personally appeared before me Jim + Pat Lambert to be known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Brenda Allbaugh

OFFICIAL SEAL Notary Public in and for the State of Oregon or Washington (circle one),  
 BREND A ALLBAUGH residing at Portland Oregon  
 NOTARY PUBLIC-OREGON  
 COMMISSION NO. 427251  
 MY COMMISSION EXPIRES APRIL 3, 2012  
 My Commission Expires: 4-3-2012

Property Owners	Cabin	Signature	Date
Tom Short	3	<u>Tom Short</u>	<u>19 Oct 2009</u>
Jan Short	3	<u>Jan Short</u>	<u>19 Oct 2009</u>

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 19<sup>th</sup> day of Oct, 2009, personally appeared before me Tom + Jan Short to be known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

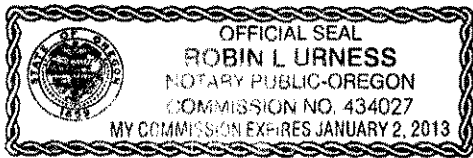
Jeffery L. Burton

Notary Public in and for the State of Oregon or Washington (circle one),  
 residing at Wenatchee, WA  
 My Commission Expires: Apr. 7, 2013

Property Owner	Cabin	Signature	Date
Gary Biddle	4	<u>[Signature]</u>	10-14-09
Petie Biddle	4	<u>Petie Biddle</u>	10/14/09

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 14 day of Oct., 2009, personally appeared before me Gary & Petie Biddle to be known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

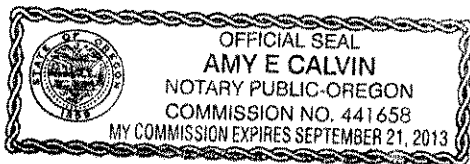


Robin L. Urness  
 Notary Public in and for the State of Oregon or Washington (circle one),  
 residing at 308 E 3rd St The Dalles, OR 97158  
 My Commission Expires: January 2, 2013

Property Owner	Cabin	Signature	Date
Pete Kingbury	5	<u>[Signature]</u>	11-20-09
Sue Kingbury	5	<u>Sue Kingbury</u>	11-20-09

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 20th day of November, 2009, personally appeared before me Pete & Sue Kingbury to be known to be the individual described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Amy E. Calvin  
 Notary Public in and for the State of Oregon or Washington (circle one),  
 residing at Portland  
 My Commission Expires: 9-21-13