

RETURN ORIGINAL DOCUMENT TO:

NAME (Print) William D Smith
MAILING ADDRESS 9632 Washougal
River Rd Washougal WA 98671

TWO PARTY WATER SYSTEM 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 on parcel 02053140070100 and the associated water system. 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. The following parcels have the right of usage of this water source: TAX LOT

(Parcel 1) 02053140070100 Lot 6 of Washougal River Home Tracts
Legal Description: SEE ATTACHED
EXHIBIT A Legal description

PH/SON
Property owner(s): Philip Alcantara & Sandra Alcantara
Buyers TAX LOT
(Parcel 1) 2WDS 02053140070200 LOT 5 of Washougal River Home Tracts
Legal Description: SEE ATTACHED EXHIBIT B

Property owner(s): WDS William D. Smith & _____

COST OF WATER SYSTEM CONSTRUCTION

Both parties herein agree to share equally in the cost incurred in well site approval, well 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 initial well water quality tests.

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 based upon water usage herein described. The expense of water quality sampling as required by the State of Washington and Island 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 CONSERVATION GUIDELINES

Each party hereto agrees that they shall encourage conservation of water in conformance with guidelines established by the Washington State Department of Health. Outdoor water use can be minimized by limiting turf

area per lot, limiting watering to hours when evaporation is lowest, selecting low water demand plants and landscaping techniques, and/or using drip irrigation and hand watering. Indoor water use can be minimized by installing water saving fixtures and reducing system water pressure to 45 psi.

EASEMENT OF WELL SITE AND PUMP HOUSE

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.

WELL ACCESS EASEMENTS (This is not needed if the well is located within 30' of a common property line)

020531400701^{TAX LOT} (parcel) grants 020531400702^{TAX LOT} (parcel) an easement for accessing the well site for inspecting, maintaining, and repairing the well and accessory structures and components. Said easement shall be fifteen (15) feet in width and shall follow the water line easement described below (or describe alternate here.).

WATER LINE EASEMENTS

020531400701^{TAX LOT} (parcel) grants 020531400702^{TAX LOT} (parcel) an easement for the use and purpose of conveying water from the well to the property of William D Smith. Said easement shall be fifteen (15) 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. The centerline of said fifteen (15) foot strip of land shall be SEE EXHIBIT C the Diagram of Well and Pipeline (describe)

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 10 feet of a septic tank or the 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, 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 Island County Health Department (ICHD) and/or other appropriate governmental agency.

Two Party Water System Users Agreement Addendum

1. The following terms and conditions are added to the two party water system users agreement.
2. Cost of maintenance of water system

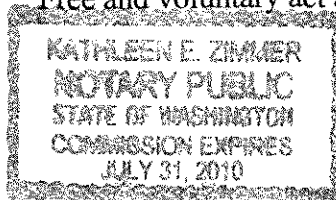
The cost shall be \$10.00 per month for each, for Parcel #1 and Parcel #2 owners.

3. Legal Description of (Parcel #2) 02053140070200
The true legal descriptions of Parcel #1 and Parcel #2 have been recorded by Skamania County as Exhibit "A" for the purposes as it pertains to this two party water system agreement only. The tax Parcel of Lot 5 020253140070200 shall be referred to as Exhibit "B".

Dated this 1 day of March, 2010.
State of Washington
County of Clerk

Philip Alcantara Sandra Alcantara 3-01-10
Property owner Parcel #1 Buyer Date
William D. Smith 3-2-2010
Property owner Parcel #2 Date

I, the undersigned, a notary Public in and for the above named County and State, do hereby certify that on this 1 day of March, 2010, personally appeared before me Philip Alcantara and Sandra Alcantara. To me known to be the individuals described in and who executed the within instrument, and acknowledge that they signed and sealed the same as their Free and voluntary act and deed, for the uses and purposes therein mentioned.



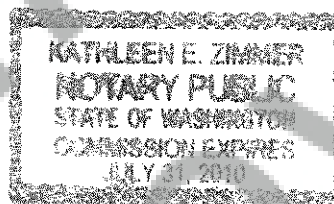
Kathleen E. Zimmer
Notary Public in and for the State of Washington
Residing at Washougal

My Commission expires 7-31-10

STATE OF WASHINGTON)
) ss.
County of Clark

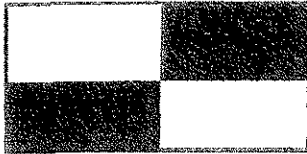
I hereby certify that I know or have satisfactory evidence that William D. Smith signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 3-2-2010



Kathleen E. Zimmer
Notary Public in and for the State
of Washington,
residing at Washougal

My appointment expires: 7-31-2010



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

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EXHIBIT "A"

December 4, 2003

LEGAL DESCRIPTION FOR WILLIAM SMITH

"RESULTANT LOT 6" (AFTER COURT CASE):

A portion of the Southwest quarter of the Southeast quarter of Section 31, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe with a brass cap marking the West Quarter Corner of Section 31, as shown in Book 3 of Surveys, page 260, Skamania County Auditor's Records; thence South $01^{\circ} 39' 43''$ West, along the West line of the Southwest quarter of Section 31, for a distance of 123.88 feet; thence South $62^{\circ} 15' 10''$ East, 701.99 feet to a 1/2 inch iron bar (Survey 3-260) and described as "Set by Hart" in Exhibit "A" and "B" of Skamania County Superior Court Case No. 95-2-00145-1; thence South $00^{\circ} 29' 49''$ East, 34.14 feet to a 1/2 inch iron bar (Survey 3-260) marking the most Northerly point of a tract described in Exhibit "B" of Skamania County Superior Court Case No. 95-2-00145-1, said point also being the TRUE POINT OF BEGINNING; thence South $42^{\circ} 08' 08''$ East, 76.53 feet; thence South $11^{\circ} 51' 57''$ East, 197.54 feet to the "established mowing line" as described in Exhibit "A" of the above described Skamania County Superior Court Case; thence South $29^{\circ} 54' 54''$ West, along the "established mowing line" and its extension, 224 feet, more or less, to the center of the Main Channel of Washougal River; thence Northwesterly, along the center of the Main Channel of the Washougal River, 94 feet, more or less, to a point which bears South $14^{\circ} 14' 21''$ West, from the TRUE POINT OF BEGINNING; thence North $14^{\circ} 14' 21''$ East, 408 feet, more or less, to the TRUE POINT OF BEGINNING.

TOGETHER WITH an easement for ingress, egress, and utilities, 20 feet in width, as described in Exhibit "B" of the above described Skamania County Superior Court Case, described as follows:

mjm

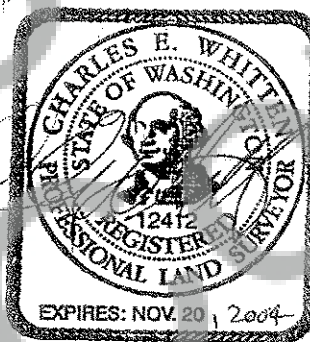
EXHIBIT "A"

Legal Description for
William Smith
Resultant Lot 6 (After Court Case)
December 4, 2003
Page 2

BEGINNING at the "Hart iron bar" described above; thence South $00^{\circ} 29' 49''$ East, 34.14 feet; thence South $14^{\circ} 14' 21''$ West, 23.76 feet; thence North $43^{\circ} 05' 37''$ West, 20.62 feet; thence North $00^{\circ} 29' 49''$ West, 52.69 feet to the Southerly line of Washougal River Road; thence South $58^{\circ} 49' 41''$ East, along said line, 22.70 feet to the POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD2003\Smith-Resultant of Lot 6.bj



12-5-03

mjm

EXHIBIT

B

Legal description
Adjusted Lot 5, Book 3 of Surveys,
Page 260, Skamania County Records

A tract of land lying in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 31, T2N, R5E of the Willamette Meridian, Skamania County, Washington described as follows:

Beginning at the Center $\frac{1}{4}$ corner of said Section 31 as shown in Book 3 of Surveys, page 260, records of said county thence South $1^{\circ} 40' 09''$ West 1351.92 feet along the West line of said SE $\frac{1}{4}$ of Section 31; thence South $1^{\circ} 39' 43''$ West 123.88 feet along said West line; thence South $62^{\circ} 15' 10''$ East 701.99 feet to a $\frac{1}{2}$ " iron rod shown as set by Hart in said Survey and to the true point of beginning; thence South $0^{\circ} 29' 49''$ East 34.14 feet to a $\frac{1}{2}$ " iron rod marking the most northerly corner of Adjusted Lot 6 as shown in said Survey; thence South $14^{\circ} 14' 21''$ West 408 feet more or less along the West line of said Adjusted Lot 6 as shown in said Survey to a point on the centerline of the main channel of the Washougal River; thence northwesterly along said centerline of the main channel to a point on the West line of Lot 5, Washougal Summer Home Tracts as referenced in said Survey; thence North $0^{\circ} 24' 31''$ West 574 feet more or less along said West line as shown in said Survey to a point on the South line of Washougal River Road; thence South $62^{\circ} 15' 10''$ East 199 feet more or less along said South line to the true point of beginning.

Subject to Easements of record.



mjm

