

Return Address:

THREE RIVERS REC AREA - SAUER
26300 NE 16TH ST
CAMAS WA.

98607

Skamania County, WA

2022-001417

Total: \$207.50

07/13/2022 08:23 AM

AGLS

Pgs=5

Request of: THREE RIVERS REC AREA SAUER



00013624202200014170050055

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. WATER USERS AGREEMENT 2. RESTRICTIVE COVENANT
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document _____

Grantor(s) Exactly as name(s) appear on document

1. GERALD SAUER, MARY SAUER
2. _____

Additional names on page _____ of document _____

Grantee(s) Exactly as name(s) appear on document

1. GERALD SAUER, MARY SAUER
2. _____

Additional names on page _____ of document _____

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

LOT 4 OF SAUER SHORT PLAT AUDITOR # 2005-160078

Additional legal is on page _____ of document _____

Assessor's Property Tax Parcel/Account Number
assigned 07-06-24-0-0-0200-0

☐ Assessor Tax # not yet

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 provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**WATER USER'S AGREEMENT
RESIDENTIAL 2 UNIT WATER SYSTEM**

WATER SYSTEM NAME: MUDPY RIVER SUB 4+5/ BK17066
PARCEL NUMBERS: 07-06-24-0-0- 0200-0
LEGAL DESCRIPTIONS: LOT 4 OF SAUER SHORT PLAT ADDITION #2005-160078

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 individual one-half interest in and to the use of the well and 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 healthy water for domestic purposes.

WATER SYSTEM DESIGN

The water system is designed to provide for two residential connections. The design of the system is based on 1000 gallons of domestic use per connection per day and not to exceed 5000 gallons per day of domestic water use. Additional planning and design approvals must be obtained from the Health Department prior to expanding beyond two connections or whenever there are changes made to the system, such as treatment, or storage.

COST OF MAINTENANCE OF THE WATER SYSTEM

Each party hereto agrees that they shall equally share the maintenance and operational costs of the well and water system herein described. The expense of water quality testing as required by the State of Washington and ^{SKAMIA} Klickitat 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 required to receive an annual statement from the agreed upon banking institution regarding the status of the reserve account. The monetary funds in the reserve account shall only be utilized for the purpose of submitting water samples for quality analysis, and maintaining the water system and its equipment.

EASEMENT OF WELL SITE AND PUMPHOUSE

There shall be an easement provided for the purpose of maintaining or repairing the well, distribution lines, and appurtenances thereto, allowing the installation of a well house, pumps, water storage reservoirs, pressure tanks, distribution lines, and anything necessary to the operation and maintenance of the water system.

WATER LINE EASEMENTS

THREE RIVERS REC AREA-SAUER grants THREE RIVERS REC AREA-SAUER an easement for the use and purpose of conveying water from the well to the property of THREE RIVERS REC AREA-SAUER. This easement shall mean the rights to install, repair, maintain, alter and operate a water line in, into, upon, over, across, and under the owner(s) of the described property. This grant of easement shall run with the land and shall be binding on and shall insure to the benefit of the parties hereto, their heirs, successors, or assigns. 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 well, source water, or injury, or damage to persons or property. Pipe materials used in repairs shall meet Uniform Plumbing Code and approval from the Klickitat County Health Department. 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 pipes supplying water from the common water distribution piping to their own dwelling and property. Pressurized water lines shall not be installed within 10 feet of a septic tank or 10 feet within sewage disposal lines or sites.

PROVISIONS FOR CONTINUATION OF SERVICE

The parties agree to maintain a continuous flow of water from the well and water system, here in described in accordance with public water supply requirements of the state of Washington and Klickitat County. In the event that the quality of quantity of water from the well becomes unsatisfactory as determined by the Health Office, 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 costs of developing the new source of water and installing the necessary equipment associated with the new source.

RESTRICTIONS ON WATER USE AND THE SANITARY CONTROL AREA

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 properties, or dwellings, or any other persons, without the consent of both parties and written approval from the Klickitat County Health Department. Watering a non-commercial lawn or garden is limited to 1/2 acre in size with no gallon per day limit. Domestic water use is limited to 5000 gallons per day. Providing water for industrial purposes, including irrigation is limited to 5,000 gallons per day with no acreage limit. Providing water for livestock has no gallon per day limit. Both parties agree not to construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor and within 100 feet of the well herein described, so long as the same well is operated to furnish water for consumption. Any potential risks of contamination, such as septic tanks and drainfields, sewer lines, underground storage tanks, roads, railroad tracks, vehicles, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage of hydro-carbons, herbicides, insecticides, pesticides, fungicides, garbage, or hazardous wastes of any kind.

HEIRS, SUCCESSORS, AND ASSIGNS

These 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 thereof, and it shall pass to and be for the benefit of each owner thereof.

ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

There parties herein agree to establish the right to make reasonable regulations for the operation of the system.

WITNESS _____ hand this _____ day of _____, 20_____.

[Signature] (Seal)

[Signature] (Seal)

Grantor(s)

State of Washington

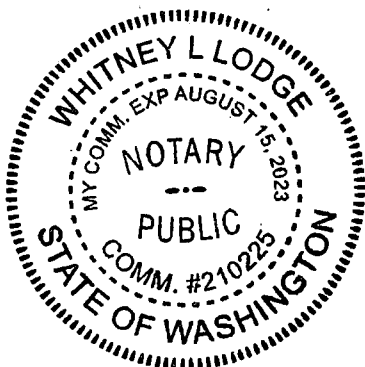
County of Clark

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 4th day of May, 2022, personally appeared before me Gerald + Mary Saver to me 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.

Whitney L Lodge, Notary Public in and for the State of Washington, residing at Washougal WA

My Commission Expires: Aug 15, 2023



Whitney L Lodge

RESTRICTIVE COVENANT

The grantor(s) herein is (are) the owner(s) of (an interest in) the following described real estate situated in Skamania County, State of Washington.

Three Rivers Recreational Area-Sauer LLC

Muddy River S/P Well #WE 40153 BKP066

The grantee(s) herein, own(s) and operate(s) a well and waterworks supplying water for public use, located upon the following described real estate situated in Skamania County State of Washington:

Lot 4 of The Sauer Short Plat Auditor #2005-160078
Parcel #07-06-24-0-0-0200-0

which well and waterworks are in close proximity to the land of the grantor(s), and said grantee(s) is (are) required to keep the water supplied from said well free from impurities which might be injurious to the public health.

It is the purpose of these grants and covenants to prevent practices hereinafter enumerated in the use of the said grantor(s) land which might contaminate said water supply.

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantee(s), its successors and assigns, said covenants to run with the land for the benefit of the land of the grantee(s), that said grantor(s), his (her) (their) heirs, successors and assigns will not construct, maintain, or suffer to be constructed or maintained upon the said land of the grantor(s) and within 100 (One Hundred) feet of the well herein described, so long as the same is operated to furnish water for public consumption, any potential source of contamination, such as septic tanks and drainfields, sewerlines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description.

These covenants shall run with the land and shall be binding to all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

WITNESS _____ hand _____ this 3 day of May, 2022

Grantor(s) _____ (Seal)

Grantor(s) _____ (Seal)

State of Washington)
County of Clark)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 4th day of May, 2022, personally appeared before me Gerald + Mary Sauer to me 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.

Whitney L Lodge,

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

My Commission Expires: Aug 15, 2023

Whitney L Lodge

