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**WHEN RECORDED RETURN TO
CHAD CAVELLE AND ASHLEY WENICK
2922 SKYE ROAD
WASHOUGAL, WA 98671**

**DOCUMENT TITLE(S):
WATER USER'S AGREEMENT RESIDENTIAL 2 UNIT WATER SYSTEM
(WITH EASEMENT)**

GRANTOR: CHAD CAVELLE AND ASHLEY WENICK

GRANTEE: CHAD CAVELLE AND ASHLEY WENICK

ABBREVIATED LEGAL DESCRIPTION: PTN SEC 19 T2N R5E WM

COMPLETE LEGAL LOCATED ON PAGE: 5-6

**TAX PARCEL NUMBER(S): 2051900030200
2051900030300**

☐ If this box is checked, then the following applies:

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

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

WATER SYSTEM NAME: Kyle Road

PARCEL NUMBERS: 02051900030200, 02051900030300

LEGAL DESCRIPTIONS: Attached Exhibit A

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 72 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 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

TAX # 020519000.30300 grants TAX # 020519000.30200 an easement for the use and purpose of conveying water from the well to the property of TAX # 020519000.30200. 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 inure 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 or 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 ½ 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 19 day of July, 20 22.

[Signature] (Seal)

Ashley Caville (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 19 day of July, 20 22, personally appeared before me Chad Caville and Ashley Wenick 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.

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

My Commission Expires: 2-1-2023

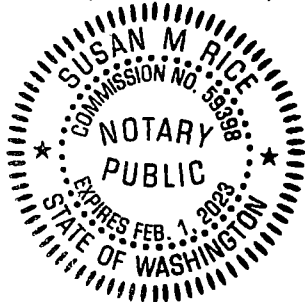


EXHIBIT "A"

Parcel 02051900030300

TRACT 1

THE SOUTH 396 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE SOUTH 660 FEET OF THE WEST 1,320 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19.

TRACT 2

THE NORTH 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST HALF OF THE WEST HALF OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

THENCE NORTH 660 FEET;

THENCE EAST 1,320 FEET;

THENCE SOUTH 660 FEET;

THENCE WEST 1,320 FEET TO THE POINT OF BEGINNING, AS RECORDED IN BOOK 159, PAGE 810.

Situated in the County of Skamania, State of Washington.

EXHIBIT "A"

Parcel 02051900030200

**THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF
THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.**

EXCEPT THE SOUTH 396 FEET THEREOF.

Situated in the County of **Skamania**, State of **Washington**.