



WHEN RECORDED RETURN TO:
STEVEN HARTUNG
8732 WIND RIVER HWY
CARSON, WA 98610

HARTUNG HAVEN WATER SYSTEM USERS AGREEMENT

It is agreed by the parties that each of said parties shall be and is hereby granted an undivided equal interest in and to the use of the well on parcel 1 and the associated water system. Each party shall be entitled to receive a supply of water for four residential dwellings 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:

(Parcel 1) Legal Description: 04072300090000
Property owner(s): Steven Hartung & Teresa Hartung

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(Parcel ²⁵⁶2) Legal Description: 04072300090300
Property owner(s): ~~John Holbrook &~~ Christina Holbrook

(Parcel 3) Legal Description: 04072300090300
Property owner(s): Randy Payne

(Parcel 4) Legal Description: 04072300090400
Property owner(s): Valena Duvall ¹¹⁵

(Parcel 5) Legal Description: 04072300090500
Property owner (s): Megan Knight & Daniel R Barnhart

COST OF WATER SYSTEM CONSTRUCTION

All parties herein agree to install a water meter for each individual home branch in order that water usage can be determined and billed by actual water use by August 1st of 2024. Cost of the meter and installation to be at the expense of each home owner. Each meter will be installed so it is easily accessible and read. The meter is to be of good quality.

COST OF MAINTENANCE OF WATER SYSTEM

All parties 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 Skamania County shall be shared equally by all 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) The owner Steven M Hartung of parcel 1 grants parcels 2, 3, 4, 5 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

The owners of parcels 1, 2, 3, 4, 5 an easement for the use and purpose of conveying water from the well to the property of each parcel as needed. 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 the (describe) on exhibit 1. 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 all parties. All parties 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 drain field 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 drain fields, sewer lines, underground storage tanks, county or state roads, railroad tracks, 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 Health Department and/or other appropriate governmental agency.

WATER SYSTEM PURVEYOR

Northwest Water Systems 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, the Island County Codes, and the Washington State Department of Health (DOH)/ICHD Salt water Intrusion Policy. The satisfactory results of a recent bacteriological and nitrate test on the well must accompany water availability forms submitted to the Island County Health Department. The purveyor shall be responsible for 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 required water quality tests. 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 take steps to mitigate these problems or 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 Health Department.

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.

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 5% per annum together with all collection fees.

Dated this 13th day of July, 2023, State of Washington, County of Skamania.

Steve Hartung 7-13-23
Property Owner Parcel 1 Date

[Signature] 7-17-23
Property Owner Parcel 2 Date

Valeria Duval 7/13/23
Property Owner Parcel 3 Date

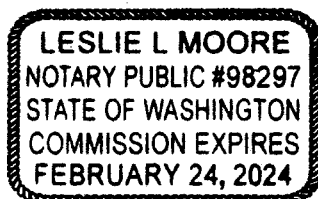
Megan Knight & Daniel Barnhart 7-13-23
Property Owner Parcel 4 Date

[Signature] 7-13-23
Property Owner Parcel 5 Date

I, the undersigned, a notary Public in and for the above named County and State, do hereby certify that on this 13th day of July, 2023, personally appeared before me Steven & Teresa Hartung see below to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (they) signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Leslie L Moore
Notary Public in and for the State of Washington,
residing at Carson

*Valeria Duval
Megan Knight & Daniel Barnhart



STATE OF Washington
COUNTY OF Skamania

ss.

I certify that I know or have satisfactory evidence that Randy L Payne
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that he signed this
instrument, on oath stated that he authorized to execute the instrument and acknowledge it as the
of to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 7/17/23

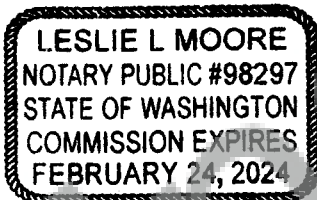
Leslie L Moore

Notary name printed or typed: Leslie L Moore

Notary Public in and for the State of Washington

Residing at Carson

My appointment expires: 2/24/2024



STATE OF *Washington*
COUNTY OF *Skamania*

ss.

I certify that I know or have satisfactory evidence that

John M. + Christina Holbrook

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that *he/she* signed this instrument, on oath stated that *he/she* authorized to execute the instrument and acknowledge it as the of to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: *7/17/23*

Leslie L Moore
Notary name printed or typed: *Leslie L Moore*
Notary Public in and for the State of *WA*
Residing at *Carson*
My appointment expires: *2/24/2024*

