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FCUD
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Husum, WA 98723

Skamania County, WA
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AGLS
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Request of: FCUD

2025-001062

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Space Above for Recorder's Use Only

Document Title: FLOW-COOL Utility District Infrastructure Agreement

Reference Documents: See Page 11 FCUD Property Map

Grantor: Pacific Corp

Grantees: Community Association of the Lower White Salmon River, and each Cabin Owner as Defined in the CALSWR County Recorded Document, in particular the Member-Owners of of the Flow-Cool Utility District, listed below:

Party A: Owners of Skamania County legally described parcel 03100200141700, historically known as Cabin Site #17, **with the address** 142 Condit Dr.

Party B: Owners of Skamania County legally described parcel 03100200141800, historically known as Cabin Site #18, **with the address** 162 Condit Dr.

Party C: Owners of Skamania County legally described parcel 03100200141900, historically known as Cabin Site #19, **with the address** 171 Condit Dr.

Party D: Owners of Skamania County legally described parcel 03100200142000, historically known as Cabin Site #20, **with the address** 181 Condit Dr.

Party E: Owners of Skamania County parcel legally described parcel 03100200142100, historically known as Cabin Site #21, **with the address** 183 Condit Dr..

Association: Community Association of the Lower White Salmon River

AGREEMENT OF THE MEMBERSHIP OF FLOW-COOL UTILITY DISTRICT

EFFECTIVE DATE: 3/15/2023

AMENDED DATE: 8/13/2025

The undersigned are all of the members of the FLOW-COOL Utility District with water served by System ID No. 03643J (well tag #AGS375), the Flow-Cool Utility District referred to as "FCUD", being the legal owners of the Improved Property/Residences and adjoining structures referred to as "Improved Property Owner" with addresses listed below. The undersigned are property owners of residences located on Condit Drive, at the unincorporated residential area known as Northwestern Lake Park in Skamania County, Washington.

Party A: Owners of Skamania County legally described parcel ~~03~~3100200141700, historically known as Cabin Site #17, **with the address** 142 Condit Dr.

Party B: Owners of Skamania County legally described parcel ~~03~~3100200141800, historically known as Cabin Site #18, **with the address** 162 Condit Dr.

Party C: Owners of Skamania County legally described parcel ~~03~~3100200141900, historically known as Cabin Site #19, **with the address** 171 Condit Dr.

Party D: Owners of Skamania County legally described parcel ~~03~~3100200142000, historically known as Cabin Site #20, **with the address** 181 Condit Dr.

Party E: Owners of Skamania County parcel legally described parcel ~~03~~3100200142100, historically known as Cabin Site #21, **with the address** 183 Condit Dr..

Member Owners of the Flow-Cool Utility District (FCUD) wish to execute this agreement to memorialize the rights and obligations of the maintenance, improvement, and repair of the improved property which owners of the Flow-Cool Utility District share. The purpose of this agreement is to ensure the continuous use and benefit of the improved property. Ownership includes infrastructures and equipment including; banking account, well, well equipment, driveway/private road, drainfield, and land within the infrastructure parcel known as lot 16, detailed in attachment A.

Flow-Cool Well

The water well head, located on Condit Drive Parcel ##3100200141600, was installed by Rose and Steve Cooley in 1987 (original owners of Cabin #19 now 171 Condit Dr.) as a community well. The physical address of the well head is 171 Condit Dr.. Flow-Cool well is registered to address #19 Northwestern Lake Park Road, [aka 171 Condit Drive] White Salmon, Washington, located in Skamania Co., to the west of the White Salmon River. The well is registered as PWS # 03643J (well tag # AGS375), with the Washington State Department of Ecology and meets the requirements of the Washington State Department of Ecology as a Group B public water system dating back to 1994. The Authorized Agent (AA) / Primary Contact will be on a 5 year rotation, starting with Snowzie Vinar in 2025.*

This non-metered water system serves five residences. This system uses a single artesian well. The Well is 65-feet-deep and produces 125 GPM. This system has one small pressure tank that pressurizes the distribution system. The pressure tank and controls are located within an insulated, wooden well house structure complete with shingled roof, secure door, combination lock. Shared well assets include; the well and well site, state license, pump, pump house, holding/pressure tanks, main distribution pipelines within and outgoing from pump house, control valves will be referred to as "well equipment". The well-house temporarily operates on electricity wired to the residence of 162 Condit Dr. Shared Assets of Flow-Cool Water District:

The well and well equipment is maintained and repaired exclusively by the FCUD community which is wholly liable for its operation and capacity to supply potable water to all members. Notwithstanding the fact that the well or any of the well equipment may be located on a particular improved property site, the entire membership shall be liable for payment of usage fees or other expenses, fees, and assessments to the FCUD for upgrades, maintenance and repair of the well, well equipment, and the group B water system administration. Each member agrees, for itself and its successors and assigns, (a) the presence of the well and well equipment (and any replacement or upgraded equipment reasonably necessary to operate the well) on its site to the extent required, a legal permanent easement or right of way from each site owner will be granted to the FCUD for the well and well equipment to be located on its respective site property. (b) all members are granted access to the well and well equipment for monitoring, maintenance and repair. This easement shall be recorded in Skamania County

Each site shall enjoy in perpetuity its membership in the FCUD subject to timely payment when due, and assessments as deemed necessary for the continued operation of the water system. Each property/residences owners agree to make a 1/3 contribution to the cost of shared electricity for the smooth and consistent functioning of the Flow-Cool well. Each Improved Property Owner shall pay 1/3 all fees, assessments, repair and maintenance costs within 30 days of emailed notification. This right may not be revoked, but shall always be appurtenant to and be a right of each Improved Property Owner (aka Owner Member).

Management of the Flow-Cool well shall continue to be governed by the Washington State and Skamania County water regulations. These Regulations can be modified by the AA and with a consensual vote of its membership only as necessary to fulfill the responsibilities of the

Authorized Agent as defined by WAC 246-291-010. Current FCUD membership is closed to the current five (5) Sites at 142 Condit Drive, White Salmon WA 98672, Parcel#

03100200141700, 162 Condit Drive, White Salmon WA 98672, Parcel 03100200141800, 171 Condit Drive White Salmon WA 98672, Parcel 03100200141900, 181 Condit Drive White Salmon WA 98672, Parcel 03100200142000, 183 Condit Drive White Salmon, WA 98672, Parcel 03100200142100. [Previously known as Cabins 17, 18, 19, 20, 21 at Northwestern Lake Park Road.]

Pursuant to RCW 18.104.010 et seq, 90.36.010 et seq, 90.44.010 et seq, WAC 173.160.010 et seq and 246.291.010 et seq, metering of the water distribution is not required, however the Department of Health recommends annual testing for coliform bacteria and nitrates, and twice-yearly testing for arsenic.

Flow-Cool Utility Districts Infrastructure (drain field, driveway/private road, and land on lot 16)

The shared drain field, land, and driveway/private road (known as lot 16) is established by express easement and detailed in Attachment A. Flow-cool well and well house included on Lot 16 and is covered by the Flow-Cool well agreement.

Cost Sharing and Maintenance Standards

Maintenance Standards

The shared driveway/private road, drain field and adjoining properties (lot 16) shall be maintained in safe condition, allowing free passage and uninterrupted use. Selection of contractors hired for scheduled and emergency maintenance will be determined by an affirmative majority vote of eligible property owners.

Common Sections

Costs for maintenance, improvement, and repairs including snow, ice and tree removal, are divided according to each property owner's proportional use of the shared driveway/ private road. The first 200 ft of the shared driveway/private road, beginning at the north end in the park ending where party A and B property lines merge, costs will be shared equally by all 5 property owners. The costs for the remainder of the shared driveway/ private road will be shared equally by parties B,C,D,E.

The mowing of the drainfield will be done by a licensed contractor chosen by majority vote of eligible members. The only exception is when a property owner wishes to personally mow the drainfield with their own equipment. Costs for mowing will be paid by the treasurer from yearly dues. Property owners who wish to personally mow the drainfield will receive a deduction from yearly dues. Mowing price will be determined annually.

Costs for maintenance, improvement, and repairs of the shared drain field including trees and brush, will be shared equally among the agreed property owners.

Exclusive Sections

Costs associated with sections of the driveway/ private road exclusively used by a single party are the sole responsibility of that party.

Parking and Usage of Driveway

Turnarounds

Turnarounds are to be used solely for vehicles to turn around in. Turnaround and the shared driveway/private road must remain completely clear at all times. Vehicles partially or completely parked in the turnaround or in the shared driveway/private road are subject to towing at the owner's expense. The only exception is cabin #21 vehicles, who have the sole right to one parking space at the north end of the turnaround.

Speed

For safety and longevity of the driveway, speed limit is 5 m.p.h

Oversized vehicles

Oversized vehicles, with the exception of emergency vehicles, are not allowed on the shared driveway/private road without affirmative consent of the majority of eligible property owners. This includes construction and delivery vehicles.

Parking

All owners and their guests/workers shall park all vehicles on owners private property. No property owners, guests or workers shall park in or partially in the turnaround or in the shared driveway/private road at any time. The only exception is one car from cabin 21# to park in the north end of the turnaround. Extra vehicles may be parked in the public park. Vehicles violating this can be towed at the owner's expense.

Gate

The gate on the shared driveway/private road is to remain closed at all times.

ADMINISTRATION OF FLOW-COOL UTILITY DISTRICT

Funds and Financial Administration

Collection of Funds and Annual dues

Property owners shall meet on the first Monday of each new year to create a budget for the upcoming new year. Annual dues will be based on the budget agreed upon by the affirmative majority of eligible property owners. Annual dues will be paid to the treasurer no later than 30

days of the agreement of the new budget. Property owners who fail to pay dues will not be eligible to vote in the future until dues are paid in full.

Each member shall pay a one-time fee of \$1000.00, per parcel, to be deposited in the FCUD reserve bank account. Beginning in 2025, each parcel owner shall pay an annual fee of \$500.00 which is due no later than January 31 of each calendar year. These funds will only be used for upgrades, repairs, maintenance, investments, or administer costs needed for Flow-Cool well to provide members with safe potable water.

All funds collected will be deposited and disturbed through the Flow-cool checking account. Bank Checking and Saving Accounts and monies collected exclusively for use of repair, maintenance and administration expenses of FCUD are owned by FCUD members who pay a one-time fee and annual dues.

Upgrades, repairs, maintenance, investments, and allocation of Flow-Cool funds shall be subject to majority vote and paid from FCWD reserve bank account by the treasurer. Only licensed professionals will be hired for maintenance and repairs with the exception of a majority vote. The treasurer is responsible for funds and is responsible for contracting purposes to fulfill this covenant. Members will have 24 hours to respond to EMERGENCY emails regarding spending of funds for upgrades, repairs, maintenance, investments, administration and allocations of Flow-Cool funds. For NON-EMERGENCY concern, request or issues regarding upgrades, repairs, maintenance, investments, administration and allocation of Flow-Cool funds, any member can request to add their concern, request or issue to the next membership meeting agenda.

Responsibilities

The treasurer is designated and has the authority to collect and administer funds. Treasurer is responsible for collecting and disbursing funds, maintaining financial records, and contracting services for maintenance and repairs. The treasurer will send copies of monthly bank statements to property owners who contribute funds.

Expenditures

Treasurer is authorized to engage licensed professionals for maintenance and repairs following affirmative majority vote of eligible property owners.

Maintenance and Repair Account

The property owners of a majority of the lots/parcels may authorize the creation of a maintenance and repair account in a bank. Monies deposited shall be expended only for maintenance and repair, with the number of signatures required for withdrawals specified at the time the account is authorized.

Right to Lien for Nonpayment

This is applicable to all fees, costs and charges including, but not limited to, the initial one-time fee, annual fees, costs for upgrades, repairs, maintenance, investments and administration costs that are deemed necessary for Flow-Cool Utility District to provide members with safe potable water and uninterrupted use of road/driveway and drain field. The non paying property owner will be responsible for all legal fees incurred including those whose monies are owed.

Changes and Review

The terms of this Agreement may be reviewed and changed with the affirmative vote of the majority of eligible property owners who have paid in full all assessed shares and dues.

Legal Provisions

Dispute Resolution

Disputes are to be resolved first through mediation with Six Rivers Dispute Resolution Center at 601 Cascade Ave, Hood River, OR 97031. The prevailing party in any legal action shall recover the funds advanced, interest at the current prime rate, and all costs and disbursements, including reasonable attorney fees.

Attorney Fees

The prevailing party in any legal action shall recover the funds advanced, interest at the current prime rate, and all costs and disbursements, including reasonable attorney fees.

Binding Agreement

This Agreement is intended to run with the land and shall be binding upon and inure to the benefit of all the Parties, their heirs, successors, and assigns.

Governing Law

Governed by the laws of the State of Washington.

This agreement is subject to CC&R's of each property owner's property title 6.

Addendum: Transfer of Ownership

Upon any transfer of ownership, the new owner shall be bound by the terms of this Agreement, which shall be disclosed to the new owner prior to the completion of the transfer.

Notarization and Acknowledgment

This document shall be acknowledged before a Notary Public in the State of Washington, ensuring it is a free and voluntary act.

Infrastructure Lot 16

N1/4 CORNER
SECTION 2
POINT OF
COMMENCING

35
2

NORTHWEST LAKE ROAD

LOT 16

LOT 17

POINT OF
BEGINNING

LOT 18

LOT 19

LOT 20

LEGEND



FOUND N-1/4 CORNER
COMMON TO SECTIONS 2

ORIGINAL LOT LINES

ADJUSTED LOT LINES

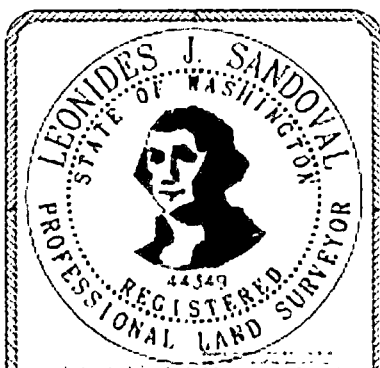
EDGE OF GRAVEL DRIVEWAY

SECTION LINE



SCALE - FEET

1 OF 3



NORTHWEST LAKE CABIN SITE NO. 16
LOCATED IN THE NW 1/4
SECTION 2, T.3N, R.10E., W.M.,
SKAMANIA COUNTY, WA



Klein & Associates, Inc.

PROJECT: 230316
FILE No: 230415-06A.DWG
FILE PATH:
PLANNING:
LAYOUT:
SURVEY:
SECTION:
PROJECT:

*Authorized Agent, Secretary and Treasurer are required to enact this agreement. These roles shall serve in rotating five year segments between five Owner Members.

This Agreement is entered into by all parties with the understanding that each may rely upon it to preserve its habitable status and value of each member's Improved Property, and so that greater certainty regarding the obligations and rights of each member in the FCUD can be transferred upon sale of its Improved Property. It is acknowledged and agreed that all rights and privileges of each member are appurtenant to their respective Improved Property, and may not be detached from or transferred to any person who is not the legal owner of said Improved Property. All rights and privileges shall transfer to the purchaser of each Improved Property upon sale by a member only after the Transfer Application and all fees and assessments have been received by the treasurer of FCUD. Upon any transfer of ownership, the new owner shall be bound by the terms of this Agreement, which shall be disclosed to the new owner prior to the completion of the transfer.

This document shall be acknowledged before a Notary Public in the State of Washington, ensuring it is a free and voluntary act. Members agree to abide by the terms and conditions of this Agreement and any Amendments thereto by signing their respective consent on the following appurtenant signature page:

I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Parcel # 03100200141700

142 Condit Dr.

White Salmon WA 98672

Improved Property Owner:

Name: Christie Hessler

Mailing Address:

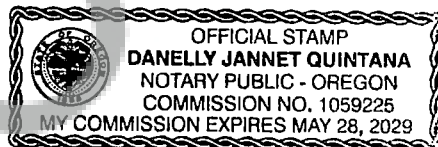
Phone: 541-490-5227

Email: Christiehessler@gmail.com

Signature: Christie Hessler Signature Date 6/30/25
State of Washington, Skamania SS., County

Personally appeared before me on this day 30, of June 2025 known to me to be the person who acknowledged the foregoing document as free in act and deed.

Notary Public Commission Expires: May 28, 2029 Danelly Quintana



I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Parcel # 03100200141800

162 Condit Dr. White Salmon, WA. 98672

Improved Property Owner: Lisa Bluedeck

Mailing Address: 162 Condit Rd. White Salmon, WA
98672

Phone: 303 746 3439

Email: lisa.bluedeck@gmail.com

Signature Lisa Bluedeck

Signature Date July 7, 2025

State of Washington, County of ~~Skamania~~ Klickitat SS.,

Personally appeared before me on this day of July 7th, 2025 known to me to be the person who acknowledged the foregoing document as a free act and deed.

Notary Public commission expires 3/14/2026

[Signature]
NOTARY PUBLIC
STATE OF WASHINGTON
MATT STONEBERG
MY COMMISSION EXPIRES
MARCH 14, 2026
COMMISSION # 22011532

[Signature]

I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Parcel # 03100200141900 Parcel # 03100200142000

171 Condit Dr. 181 Condit Dr.

White Salmon WA 98672

Improved Property Owner:

Name: Snowzie + Chandler Vinal

Mailing Address: 5051 NE 13th ave Portland OR 97211

Phone: 503 810 8097

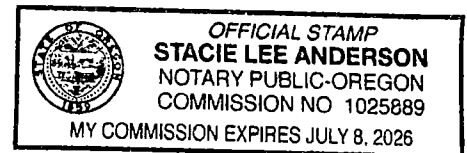
Email: snowzie07e@gmail.com

Signature: [Signature] Signature Date July 2 2025
State of Washington, Skamania SS., County
Multnomah County, Oregon

Personally appeared before me on this day 2nd, of July 2025 known to me to be the person who acknowledged the foregoing document as free in act and deed.

Notary Public Commission Expires: July 8, 2026

Stacie Anderson



I have read the above document and agree to abide by its terms and conditions and signify my consent by my signature below. I testify that I am the legal owner of the Improved Property Site listed.

Parcel # 03100200142100

183 Condit Dr.

White Salmon WA 98672

Improved Property Owner:

Name: DERMOT LOVETT

Mailing Address:

Phone: 503 6791096

Email: dermot.lovett@degonwhite.com

Signature: [Signature]

Signature Date 7/11/25

State of ~~Washington, Skamania~~ SS, County
Oregon, Multnomah County

Personally appeared before me on this day 11th, of July 2025 known to me to be the person who acknowledged the foregoing document as free in act and deed.

Notary Public Commission Expires: March 03, 2029

[Signature]

