

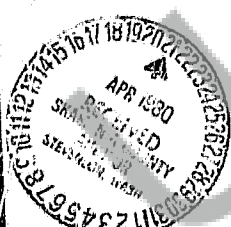
AGREEMENT FOR EASEMENTS

1. For and in consideration of Ten and No/100 dollars (\$10.00) in hand paid, the benefits derived and to be derived by the Grantors herein, and other good and valuable consideration, receipt whereof is hereby acknowledged, J. LAWRENCE SKAAR and EVELYN L. SKAAR, husband and wife, hereinafter referred to as Grantors, hereby convey and warrant to MEL E. STEWART and VERNA M. STEWART, husband and wife, hereinafter referred to as Grantees, their successors and assigns, a perpetual non-exclusive easement for a domestic water supply line under, over, through and across the following described property:

Beginning at a point North 11°30'21" West a distance of 773.07 feet from the West one-quarter corner of Section 24, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington; thence Southeasterly along the said water line as it exists this date a point on the North line of that certain parcel of land conveyed to J. Lawrence Skaar by instrument dated August 17, 1957, recorded in Book 44 of Deeds, Page 73, under Auditor's File #52596, records of Skamania County, Washington, AND THE TRUE POINT OF BEGINNING of this line description; thence Southeasterly along the said water line as it exists this date to a point which is South 78°57'14" East a distance of 593.28 feet from the Southwest corner of said Section 24.

2. Grantors do further convey and warrant to Grantees, their successors and assigns, a perpetual non-exclusive easement for the purpose of constructing, maintaining and operating a reservoir for the storage of water situate and being within an area thirty (30) feet in width and extending the length of the following described center line of said area:

Beginning at a point 90.2 feet South and 765.8 feet East of the Northwest corner of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington;



No. 7863
TRANSACTION EXCISE TAX
APR 23 1980
Amount Paid \$10.00
Skamania County Auditor
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running thence in a Southeasterly direction to a point which is 152.4 feet South and 602.3 feet East of the Northwest corner of said Section 25.

3. Grantors do further convey and warrant to Grantees, their successors and assigns, a perpetual non-exclusive easement for a domestic water supply line under, over, through and across a certain parcel of property fifteen (15) feet in width of which the following is the center line:

Beginning at a point 152.4 feet South and 602.3 feet East of the Northwest corner of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington; thence South 37°21' East 115 feet; thence South 30°36' East 243.6 feet; thence South 13°58' East 126.7 feet; thence South 0°12' 74.5 feet; thence South 15°56' East to the South boundary of the North half of the Northwest Quarter of the Northwest Quarter of said Section 25, Township 3 North, Range 7 East of the Willamette Meridian.

4. Grantors do finally convey and warrant to Grantees, their successors and assigns, a perpetual non-exclusive easement for the purpose of constructing, maintaining and operating a reservoir for the storage of water situate and being within the following described real estate in Skamania County, State of Washington:

Beginning at the Southern terminus of the pipe line easement center line described in paragraph 3. herein and running thence West 50 feet; thence North 15°56' West 50 feet; thence East 50 feet, more or less, to the aforescribed pipe line easement center line; thence following the aforescribed pipe line easement center line Southerly to the point of beginning.

SUBJECT TO THE FOLLOWING.

A. Grantees shall pay to Grantors the sum of \$2.50 per month for each and every household being supplied water by Grantees from the water system described in paragraphs 1. through 4. hereof.

B. Grantors agree that no additional rights to take water from that certain spring commonly known as "Skaar Spring" shall be given to any person by Grantors.

C. Grantees shall have the right at all times to enter the premises described herein for the purpose of inspecting, maintaining, improving, repairing and reconstructing said water lines and reservoirs.

D. The cost of any inspection, maintenance, improvement, repair or reconstruction of said water lines and reservoirs shall be borne by Grantees.

E. Each of the foregoing easements is an easement appurtenant, and the rights and obligations herein shall pass to the heirs, successors and assigns of the parties hereto.

F. The Grantors, their heirs or assigns, shall have the right to utilize the above-described real property for any purpose that does not in any way interfere with the maintenance or operation of the water lines and reservoirs described herein. It is understood and agreed that in the event Grantors shall utilize such real property, neither the Grantees nor their heirs nor assigns, shall be liable for damages to Grantors' property as a result of operating, maintaining, inspecting or repairing said water line and reservoirs.

G. The Grantors agree that the Grantees shall have the right to fence the boundaries of the aforescribed reservoirs, providing such fencing is installed and maintained at Grantees' sole expense.

H. It is agreed that if at any time the Grantees, their heirs or assigns, should abandon said right of ways or no longer require same for pipe line or reservoir purposes as herein stated, said right of ways shall, without any act upon the part of the Grantors, revert to the Grantors, their heirs, executors, successors or assigns, as owners of the adjoining and abutting property from which said right of ways were originally given.

It is finally agreed that that certain Right of Way Easement by and between Lawrence Skaar, then a single man, as Grantor, and Mel E. Stewart and Verna M. Stewart, husband and wife, as Grantees, dated November 10, 1964 and recorded November 24, 1964 in Book 53 of Deeds, Pages 368-370, under Auditor's File No. 64262, records of Skamania County, Washington, is terminated as of the date hereof, evidenced by Quit Claim Deed of even date by and between the parties thereto.

IN WITNESS WHEREOF this agreement is executed as of this
26th day of March, 1980.

J. Lawrence Skaar
J. Lawrence Skaar, Grantor
Evelyn L. Skaar
Evelyn L. Skaar, Grantor

Mel E. Stewart
Mel E. Stewart, Grantee
Verna M. Stewart
Verna M. Stewart, Grantee

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me J. LAWRENCE SKAAR and EVELYN L. SKAAR, husband and wife, to me known to be the individuals described in and who executed the within foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of March, 1980.

J. C. Kiehl
Notary Public in and for the
State of Washington, residing
at Stevenson.

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me MEL E. STEWART and VERNA M. STEWART, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of March, 1980.

Clayton L. Larsson
Notary Public in and for the
State of Washington, residing
at Stevenson.

