

WATER AGREEMENT

THIS AGREEMENT made this day by and between WILLIAM E. SMITH and MARDELLE SMITH, husband and wife, hereinafter designated as "Owners", and DONALD L. PETERSON, a single person, hereinafter designated as "Users",

WITNESSETH:

WHEREAS, Owners own the following described real property upon which is located a well and water system:

County of Skamania, State of Washington:

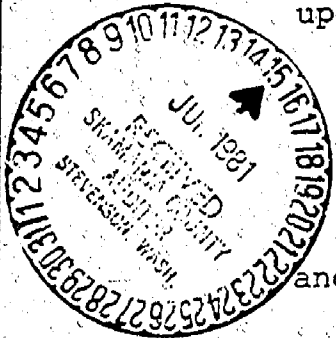
Lot 16, Washougal Riverside Tracts, as per the plat thereof recorded in Book ____ of Plats, at page ____, records of Skamania County, WA.

and

WHEREAS, Users own Lot 15 adjacent to the aforescribed real property and desire to have water supplied thereto from the well of Owners;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. Owners hereby acknowledge the receipt of the sum of One Hundred Fifty Dollars (\$150) from the Users as a hook-up charge to said water system.
2. Owners agree to supply and sell to Users for a period of ten (10) years from November 1, 1980 water from the well and water system now located upon the property above described, in such amount as shall be sufficient for reasonable household and domestic use, including use for lawns and gardens; provided that sprinkling of lawn and garden shall not exceed two (2) hours in any one day. It is understood that the pipe now serving Users' premises is a one (1") inch pipe and in no event shall Users be entitled to install a larger pipeline under this Agreement.
3. Users hereby acknowledge and agree that in the event of a shortage of a water supply from said well that Owners shall have first priority for domestic use of said water and shall have the right to limit the use of Users.
4. Owners shall, at their expense, operate said water system. The parties shall equally bear the expense of repairs and maintenance and/or replacement costs of the pump, pressure



ROLL 061981C
DAILY RECORDINGS
WEEK OF JUNE 11-17
FILE NO. 92586-92608

Water Agreement:

-2-

tank, piping and electrical controls therefor and pump house. Users shall be responsible for maintaining the pipeline running from said pump house to and within the boundaries of their own property.

5. Users agree to pay the sum of Seven and no/100 Dollars (\$7.00) per month for said water and said monthly charge shall be paid on the 1st day of each succeeding month. Users covenant and agree that Owners shall have the right to cease serving the aforescribed premises with water at any and all times said monthly charge for water or Users' share of any maintenance expense shall remain unpaid after the 10th day of the month in which said charge shall become due and owing.

6. Users do hereby release and discharge Owners, their heirs and assigns, from any and all damages that may result to Users' property and premises due to lack of water or from the bursting, stoppage and leakage of any water pipe, and from all damages Users, their heirs, guests or assigns, may suffer or incur from the use of or in the consumption of water supplied to Users' premises. Users, for themselves, their heirs and assigns, covenant and agree to save Owners, their heirs or assigns, free and harmless from any and all damages sustained by persons or property resulting from the use or consumption of said water.

7. Owners do hereby give Users the option of renewing this Agreement for an additional ten (10) year period upon the same terms and conditions, except the monthly water rate shall be negotiated, providing Users first give Owners written notice of their intent to renew ninety (90) days prior to the expiration of the term of this Agreement. Should the parties be unable to agree as to a monthly rate for water prior to November 1, 1990, each party shall then choose an arbitrator and the two so chosen shall meet and pick a third and the decision of the majority of the arbitrators as to the amount to be charged for water shall be binding on the parties during the extended term of this agreement. The expense of said arbitrators shall be shared equally by the parties.

ROLL 061981C
DAILY RECORDINGS
WEEK OF JUNE 11-17
FILE NO. 92586-92608

Water Agreement:

-3-

8. This Agreement shall be binding upon the heirs, successors in interest, administrators, assigns and personal representatives of the parties hereto and the water right herein granted and the obligations created shall be construed as a covenant and right running with the land of the Owners above described and the real property of the Users described as follows:

County of Skamania, State of Washington:
Lot 14, Washougal Riverside Tracts, as per the
plat thereof recorded in Book _____ of Plats,
Page _____, records of Skamania County, WA.

9. Should either party hereto commence a legal action to enforce any of the terms and conditions of this Agreement, the prevailing party in any such suit shall be entitled to a reasonable sum as attorneys' fees, together with the costs and expenses of such suit or action, including attorneys' fees and costs and expenses of any appeal thereof and the losing party hereby agrees to pay the prevailing party such amount.

IN WITNESS WHEREOF the parties have hereunto set their hands this 28th day of October, 1980.

William E. Smith
 William E. Smith

Mardelle B. Smith
 Mardelle Smith

Donald L. Peterson
 Donald L. Peterson

Peterson

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me WILLIAM E. SMITH and MARDELLE SMITH, 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 28th day of October, 1980.

Kingdon K. Jones
 Notary Public in and for the State of
 Washington, Residing at Camas.

ROLL 061981C
 DAILY RECORDINGS
 WEEK OF JUNE 11-17
 FILE NO. 92586-92608

Water Agreement:

-4-

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this day personally appeared before me DONALD L. PETERSON, a single person, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of October, 1980.

Donald L. Peterson
Notary Public in and for the State
of Washington, Residing at Camas.

92596



STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Donald L. Peterson
OF *501 W. Bridgeton Rd. Cor.*
AT *1:00* M *10-28* 19 *81*

WAS RECORDED IN BOOK

OF *92596* AT PAGE

RECORDS OF SKAMANIA COUNTY WASH.

Donald L. Peterson

COUNTY AUDITOR

Donald L. Peterson DEPUTY

Registered ☒
Indexed, Dir. ☒
Indirect ☒
Recorded ☒
Mailed ☒

ROLL 061981C
DAILY RECORDINGS
WEEK OF JUNE 11-17
FILE NO. 92586-92608