

WATER AGREEMENT

This WATER AGREEMENT entered into this date between  
 ROGER MALFAIT and LORETTA MALFAIT, husband and wife, hereinafter  
 referred to as "Malfait", and FRANKIE CARROLL, in her separate  
 estate, hereinafter referred to as "Carroll",

W I T N E S S E T H :

WHEREAS, Malfait is the owner of the following described  
 real property in Skamania County, Washington, to-wit:

The Southeast quarter of the Northeast quarter  
 of Section 19, Township 2 North, Range 5 East  
 of the Willamette Meridian,  
 EXCEPT BEGINNING at the Southeast corner of the  
 Northeast quarter of Section 19; thence North  
 417.42 feet along the East line of the said  
 Northeast quarter of Section 19; thence West  
 626.13 feet; thence South 417.42 feet; thence  
 East 626.13 feet along the South line of said  
 quarter section to the point of beginning.  
 ALSO EXCEPT the South 30 feet of said tract re-  
 served for public road purposes.  
 ALSO EXCEPT the West one-half of the West one-  
 half of the Southeast quarter of the Northeast  
 quarter of said Section 19.

WHEREAS, Carroll is the owner of the following described  
 real property in Skamania County, Washington, to-wit:

A tract of land located in the South half of  
 the Northeast quarter of Section 19, Township  
 2 North, Range 5 East of the Willamette Meridian,  
 described as follows:  
 BEGINNING at the Southeast corner of the North-  
 east quarter of said Section 19; thence North  
 417.42 feet along the quarter section line;  
 thence West 626.13 feet; thence South 417.42  
 feet to the quarter section line; thence East  
 626.13 feet along the quarter section line to  
 the point of beginning.  
 EXCEPT the South 30 feet as contained in Book  
 58 of Deeds at page 452, records of said County.  
 ALSO EXCEPT that portion conveyed to Skamania  
 County by instrument recorded in Book 76 of  
 Deeds at page 451, records of said County.

WHEREAS, a spring and water supply system has been here-  
 tofore located upon the property owned by Malfait which serves  
 both of the above described parcels and the parties desiring to  
 provide herein for their joint and mutual rights and obligations  
 concerning said spring and the waters produced therefrom,



NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. Malfait does hereby grant and confirm to Carroll a perpetual easement to maintain, repair and replace as necessary the water pipeline presently existing running from said spring situated approximately 895 feet North and 640 feet West from the East quarter corner of said Section 19, said easement being ten (10) feet in width and lying five (5) feet on either side of said existing water pipeline and extending in a Southerly direction to the aforesaid described property owned by Carroll. Such pipeline shall be maintained at the expense of Carroll.

2. The parties agree that they shall equally and perpetually share the water produced from said spring to assure to each party sufficient water for reasonable household and domestic use, including lawns and gardens. To the extent water is produced from said spring in excess of the foregoing requirements, either party is privileged to use such surplus water for irrigation or other purposes. Neither party shall be liable nor obligated to the other regarding the quantity or quality of the water produced from said spring and no further rights or privileges in said spring or the waters therefrom shall be granted to any other party except with the future written agreement of both parties.

3. The parties will share equally in the expense for the maintenance of the spring itself, including necessary future replacements or improvements to the same.

4. The rights and duties provided herein shall be appurtenant to the above described properties and shall be construed as covenants running with said lands.

IN WITNESS WHEREOF, the parties have executed this instrument this 24 day of March, 1983.

Frankie Carroll  
Frankie Carroll

Roger Malfait  
Roger Malfait

Loretta Malfait  
Loretta Malfait

STATE OF WASHINGTON )  
 ) ss.  
 County of Clark )

On this day personally appeared before me ROGER MALFAIT AND LORETTA MALFAIT, 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 24 day of March, 1983.

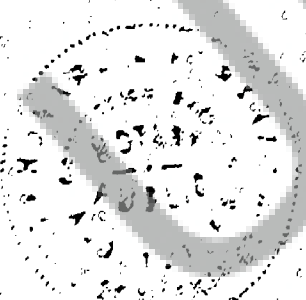


Howard J. Loring  
 Notary Public in and for the State  
 of Washington, residing at Camas.

STATE OF WASHINGTON )  
 ) ss.  
 County of Clark )

On this day personally appeared before me FRANKIE CARROLL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24 day of March, 1983.



Howard J. Loring  
 Notary Public in and for the State  
 of Washington, residing at Camas

Registered ✓  
 Record Dir. ✓  
✓

STATE OF WASHINGTON )  
 ) ss.  
 I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WRITING FILED BY  
Shaw Co Title Co  
Stonewall WA  
3:00 3:30 19 83

RECORDED IN BOOK 6  
 OF Agnes Lane PAGE 733  
 RECORD OF SKAMAGUI COUNTY, WASH  
Gary M. Olson  
 COUNTY AUDITOR  
E. Mayfield DEPUTY