

AGREEMENT FOR INSTALLATION, MAINTENANCE AND  
OPERATION OF WATER SUPPLY AND DISTRIBUTION SYSTEM

THIS AGREEMENT made this day by and between EMERSON E. JONES and CLARA A. JONES, husband and wife, as life tenants, and JAY B. JONES, as remainderman, of the Jones property, collectively herein-after called "JONES" and FORREST N. BOWLING and CAROL K. BOWLING, husband and wife, owners of the Bowling property, hereinafter called "BOWLING",

W I T N E S S E T H:

WHEREAS, Jones are the owners of real estate in Skamania County, Washington, described with particularity on Schedule "A" attached hereto and made a part hereof by reference. Said real estate is hereinafter called the Jones Tract (legal terminology, the "servient estate"); and

WHEREAS, Bowlings are the owners of real estate in Skamania County, Washington, described with particularity on Schedule "B" attached hereto and made a part hereof by reference. Said real estate is hereinafter called the Bowling Tract (legal terminology, the "dominant estate"); and

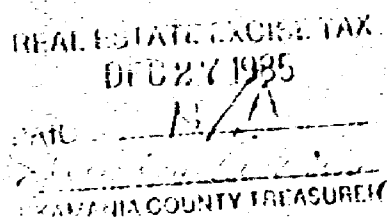
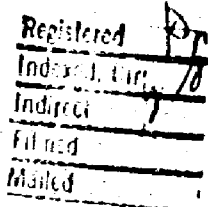
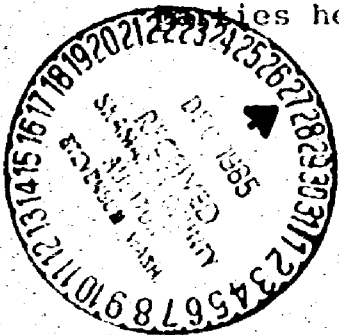
WHEREAS, the parties hereto desire to construct and install a water supply and distribution system serving both the Jones Tract and the Bowling Tract, and thereafter to maintain and operate said system, all in accordance with the terms and conditions herein set forth:

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

Section 1. CONSTRUCTION and INSTALLATION OF WATER SUPPLY AND DISTRIBUTION SYSTEM:

A. Well, Pump and Pump House:

The parties hereto agree to cause a well to be drilled at a location on the Jones Tract to be mutually agreed upon by the parties hereto. Selection of the well driller, selection of the



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pump, pressure tank, electrical and piping systems therefor and specifications for the pump house shall be mutually agreed upon by the parties hereto.

B. Distribution System:

The parties hereto agree to cause a pipeline to be installed whereby water from the proposed well can be transported from the well-site to the boundary of the Bowling Tract. Such pipeline is hereinafter called the "primary pipeline". The route of such primary pipeline shall be established by Jones. The specifications for the primary pipeline shall be mutually agreed upon by the parties.

It is agreed that in installing said primary pipeline the following minimum requirements shall be satisfied:

1. The primary pipeline will be buried not less than six (6) inches below the frost line.
2. The trench shall be properly backfilled and the disturbed surface shall be restored to its pre-existing condition including resurfacing of roads, leveling of ruts and replanting with seedling trees.
3. All cuttings and debris shall be burned or otherwise disposed of.
4. Existing utilities shall be protected from damage.
5. The route of said primary pipeline shall be appropriately marked on the ground by the installation of distinctive permanent stakes. The location of said route shall also be indicated on the plat of the servient estate attached hereto as Schedule "C".

C. Connections and Laterals:

The parties agree that Jones shall have the right to make two (2) connections to said primary pipeline serving two (2) single family homes and one (1) vacation trailer and that Bowlings shall have the right to make one (1) such connection, serving one (1) single family residence. Each connection shall be served by an

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appropriate valve installed within ten (10) feet of the primary pipeline. Extensions of the distribution system from the primary pipeline are hereinafter called "lateral pipelines".

Section 2. PERMITS AND WATER RIGHTS:

The parties shall apply for all permits and water rights necessary or appropriate to effect the purposes of this agreement. All such permits and water rights shall inure to the benefit of both Jones and Bowling even though issued in only one name.

Section 3. SHARING COST OF CONSTRUCTION AND INSTALLATION:

The parties agree that the total cost of construction and installation of the well, pump, pressure tank, electrical and piping systems therefor, pump house and the primary pipeline as described above up to the Jones' connections, shall be shared as follows:

Jones shall pay fifty (50%) percent thereof, and Bowlings shall pay fifty (50%) percent thereof. Jones and Bowling each agree to indemnify the other against costs and expenses incurred by either in breach of this agreement.

Jones and Bowling each agree to pay their respective share of such costs as incurred and to protect the Jones Tract and the Bowling Tract from the imposition of mechanic's or materialman's liens.

Jones and Bowling each agree to personally defray the cost of installing their own connections to the primary pipeline as provided for in Section 1(C) above, the required valves and the lateral pipelines serving their respective properties.

Section 4. MAINTENANCE AND OPERATION:

A. Bowling agrees to manage the maintenance and operation of the well and primary pipeline without compensation.

B. Jones and Bowling agree to share equally the out-of-pocket expenses of such maintenance and operation except personal

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transportation. Jones agree to reimburse to Bowling fifty (50%) percent of Bowling's out-of-pocket expenses in such maintenance and operation. It is agreed, however, that Bowling will not incur such out-of-pocket expenses in excess of \$200.00 per calendar year without first obtaining Jones' consent to such expenditures.

C. Each party shall pay the cost of maintenance and operation of the lateral pipelines serving their respective tracts of land.

D. Bowling agrees to pay the electric bills necessary to the operation of the system so long as the ownerships do not change and the number of persons taking water from the system does not significantly increase. In either such event, Bowling reserves the right to install a separate electricity meter at the pump site and thereafter to divide the cost of such installation and the power charges proportionately among the persons taking water from the system.

Section 5. GRANT OF WATER RIGHTS AND EASEMENTS:

Jones hereby grant and convey to Bowling their proportionate share of the water to be produced by such well and a perpetual easement to transport such water through the primary pipeline from the well-site to the Bowling Tract. Such easements shall include the right to maintain the well, pump, pressure tank, electrical and piping systems therefor, pump house and the primary pipeline and the right to go upon the Jones Tract for the purposes of maintaining, repairing and replacing said well, pump, pressure tank, electrical and piping systems therefor, pump house and primary pipeline. Such easements shall also include a right of way from Tree-ific Drive to the well site in the location shown on Schedule C. Finally, said easement includes a restriction against Jones constructing <sup>CRP 411B</sup> any building or septic system <sup>contaminating</sup> within 100 feet of the well site or in such place or manner as shall violate any health regulation. <sup>12/26/55</sup> <sup>CRP 12/26/55</sup>

Such easement shall be appurtenant to the Bowling Tract.



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Section 6. OWNERSHIP:

The parties agree that they shall own the well, pump, pressure tank, electrical and piping systems therefor, pump house and the primary pipeline in equal undivided shares. Lateral pipelines shall belong to the party installing such lateral pipelines.

Section 7. ADDITIONAL USERS:

The parties hereto shall have the right to allow additional parties to take water from said well and from the primary pipeline.

The terms and conditions upon which such third parties may be allowed to take such water shall be mutually agreed upon by the parties hereto. Any compensation received for allowing such use or for acquiring an ownership interest in the well, pump, pressure tank, electrical and piping systems therefor, pump house and primary pipeline, shall be shared equally by Jones and Bowling.

It is agreed however, that Jones, or their successors in interest, shall have the right to take water through the two (2) connections provided for in Section 1(C) above, without payment of compensation, so long as the water taken is used and consumed on the Jones Tract.

Section 8. AUTHORITY:

In all matters requiring the mutual consent of all parties, such consent by Jones may be given by Emerson E. Jones, and such consent by Bowling may be given by Forrest N. Bowling.

Section 9. PARTIES AND SUCCESSORS BOUND:

This agreement and the rights and obligations hereof shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors in interest in and to the Jones Tract and the Bowling Tract.

Except as provided in Section 7 above, such rights and obligations shall be indivisible.

IN WITNESS WHEREOF, the parties hereto have set their hands this

13<sup>th</sup> day of November, 1985.

Emerson E. Jones  
Emerson E. Jones

Forrest N. Bowling  
Forrest N. Bowling

Clara A. Jones  
Clara A. Jones

Carol K. Bowling  
Carol K. Bowling

Jay B. Jones  
Jay B. Jones

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

On this day personally appeared before me EMERSON E. JONES and CLARA A. JONES, 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.

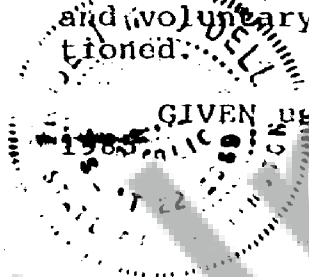


GIVEN under my hand and official seal this 13th day of November, 1985.

*Robert W. Caldwell*  
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 FORREST N. BOWLING and CAROL K. BOWLING, 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.

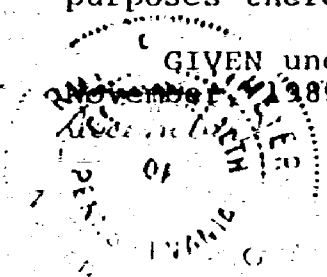


GIVEN under my hand and official seal this 13th day of November, 1985.

*Forrest N. Bowling*  
Notary Public in and for the State of Washington, Residing at *Camas*

STATE OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF *Montour* )

On this day personally appeared before me JAY B. JONES, 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 11th day of November, 1985.

*Ruth E. Rutmeyer*  
Notary Public in and for the State of Pennsylvania, Residing at *Hanover*

My Commission Expires *April 24, 1986*  
RUTH E. RUTMEYER, NOTARY PUBLIC  
HANOVER TWP., MONTOUR COUNTY  
MY COMMISSION EXPIRES APRIL 24, 1986  
Member, Pennsylvania Association of Notaries

## SCHEDULE "A"

REAL ESTATE of EMERSON E. JONES and CLARA A. JONES, husband and wife, as life tenants and JAY B. JONES, as remainderman.

Such real estate is the "servient estate".

The following described real estate in Skamania County, Washington, to-wit:

PARCEL NO. 1. Beginning at a point designated as "A" and marked by a steel stake, which is 650 feet south and 32 feet west from that square steel stake marking the center of the Northwest Quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian; thence on a bearing about 178° magnetic or 198° true for about 205 feet to the center of a marked and prominent alder tree in the river bed designated "B", and continuing on the same bearing to the center of the channel of the Washougal River; thence in a southeasterly to a northeasterly direction upstream following the channel of the said river to an intersection with a bearing about 80° magnetic or 100° true from the point designated "A"; thence to point "A", the line being marked by an iron pipe at the top of the river bank being 138 feet from point "A". The entire area being approximately one acre, more or less. SUBJECT to easements of record.

PARCEL NO. 2. Beginning at a point marked by an iron stake which is 550 feet, more or less, south from the square steel stake marking the center of the Northwest Quarter of Section 34, Township 2 North, Range 5, East of the Willamette Meridian; thence West about 50 feet to the center of the road; thence South southeasterly along the center of the road and south to the northwest corner of the property owned by Emerson E. Jones, recorded in Book 37, Page 404, and also marked by a steel stake, which corner is 650 feet south and 32 feet west from the above described square steel stake; thence 200 feet on the bearing approximately 100° (S. 80° East) to the bank of the Washougal River; thence northeasterly upstream 130 feet, more or less, following the said bank of the river to intersect the east west line bounded by land conveyed to Mr. Donald M. Goode and Jennie K. Goode, husband and wife, about 550 feet south of the square steel stake described above; thence approximately 200 feet in a westerly direction to the point of beginning. The entire area being approximately 3/4 of an acre. SUBJECT to easements of record.

PARCEL NO. 3. The Southwest Quarter of the Northwest Quarter and that portion of the Southeast Quarter of the Northwest Quarter lying northwesterly of the center of the channel of the Washougal River, in Section 34, Township 2 North, Range 5 E.W.M.; EXCEPT those portions thereof heretofore conveyed by the Grantors;

## SCHEDULE "B"

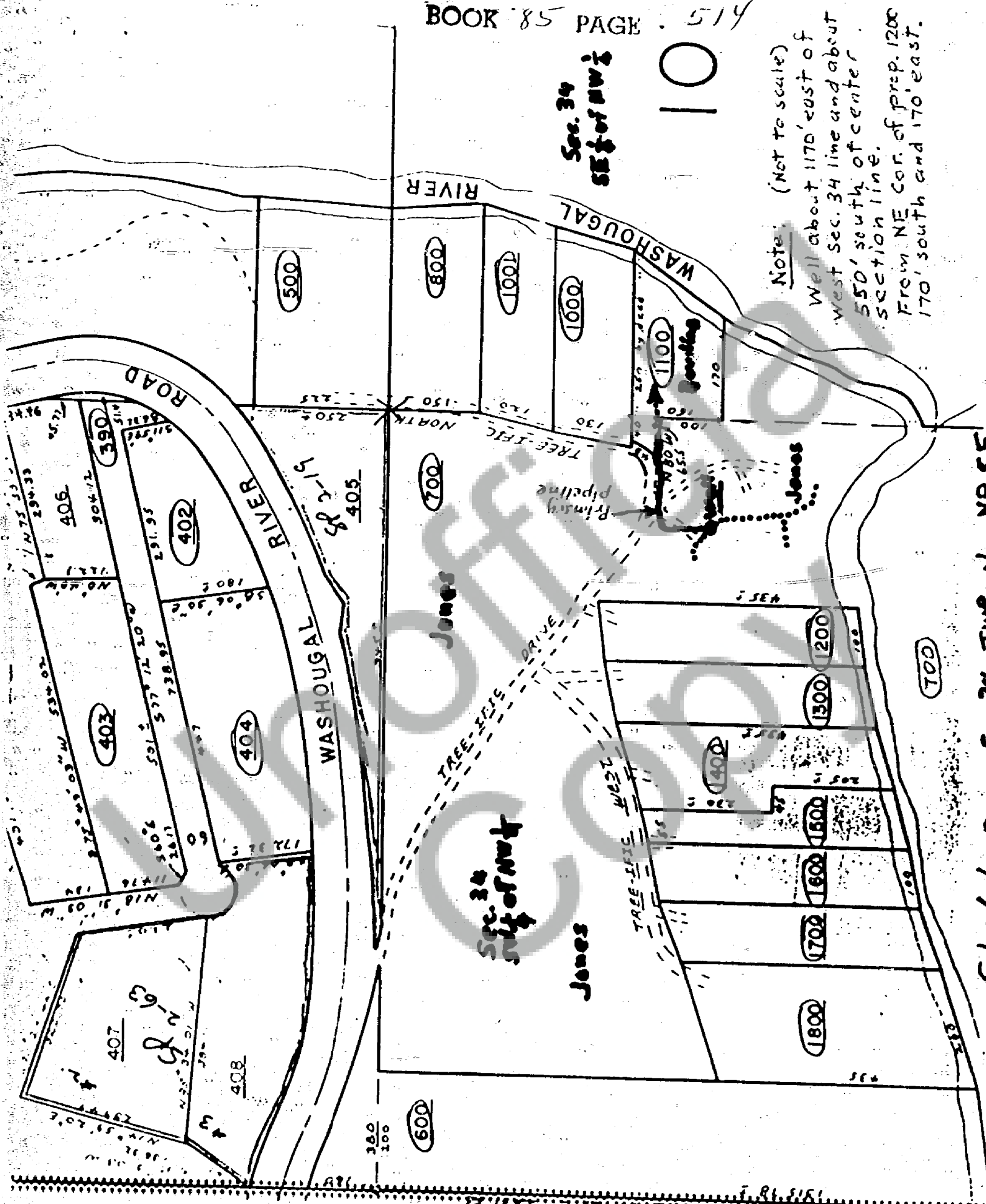
Real Estate of FOREST N. BOWLING and CAROL K. BOWLING, husband and wife.

Such real estate is called the "dominant estate".

The following described real estate in Skamania County, Washington:

Beginning at a point marked by a 1/2-inch iron pipe located 400 feet South of the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 5 East, W.M.; thence East 250 feet, more or less, to the center of the channel of the Washougal River, the line passing through a 1/2 inch iron pipe at the top and edge of the steep bank of the river; thence South-Southwesterly along the center of the channel of the Washougal River to a point on an East-West line located 150 feet South of the point of beginning; thence West 170 feet, more or less, through a 1-inch steel rod at the top of the bank overlooking the river to a 3/4 inch iron pipe located 550 feet South of the Northwest corner of the Southeast Quarter of the Northwest Quarter of said Section 34; thence North, along the center line of the Northwest Quarter of said Section 34, 100 feet to a 1-inch steel rod; thence North 80° West 65.5 feet, more or less, to a 1-inch steel rod located at the edge of the road; thence North-Northeasterly along the edge of the road 49 feet, more or less, to a 3/4 inch iron pipe located West of the point of beginning; thence East 40 feet, more or less, to the 1/2-inch iron pipe marking the point of beginning.





Sec. 34  
SE 1/4 of NW 1/4

10

Note: (Not to scale)  
Well about 1170' east of  
West Sec. 34 line and about  
550' south of center  
section line.  
From NE cor. of prop. 1200  
170' south and 170' east.

Sec. 34  
SW 1/4 of NW 1/4

Schedule C Sec 34 TWP 2 N NR 5 E