

SK-14281

WATER AGREEMENT

THIS AGREEMENT made this day by and between CAROL HOLLY HENRIKSON, a single woman, hereinafter called "Grantor", and RAYMOND E. PIERCE and FRANCES M. PIERCE, husband and wife, hereinafter called "Grantees",

W I T N E S S E T H:

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

Lots 9 and 10 of DUNCAN CREEK ADDITION according to the official plat thereof on file and of record, situated in the Northeast quarter of the Southwest quarter (NE-1/4 SW-1/4) of Section 34, Township 2 North, Range Six (6) East of the Willamette Meridian.

Said real estate is hereinafter called the "Servient Estate"; and

WHEREAS, Grantees are the owners of the following described real estate in Skamania County, Washington, to-wit:

Lots 7, 8, 14 and 15 of DUNCAN CREEK ADDITION according to the official plat thereof on file and of record, situated in the Northeast Quarter of the Southwest Quarter (NE-1/4 SW-1/4) of Section 34, Township 2 North, Range 6 E.W.M.; EXCEPT the North 24 feet of the said Lots 14 and 15.

Said real estate is hereinafter called the "Dominant Estate"; and

WHEREAS, there is a well and pump located on the servient estate which supplies water through an existing pipeline to the residence located upon the dominant estate; and

WHEREAS, the parties desire to reduce to writing their agreement respecting the use of said water on the dominant estate:

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

1. Grantor hereby grants and conveys to Grantees a permanent easement to maintain, repair and replace as necessary the pipeline presently existing for the transportation of water from the well located upon the servient estate to the residence located upon the dominant estate. Said pipeline shall be maintained at the expense of the owner of the dominant estate.

2. Grantor hereby grants and conveys to Grantees such water, and the perpetual right to use such water, from the well located

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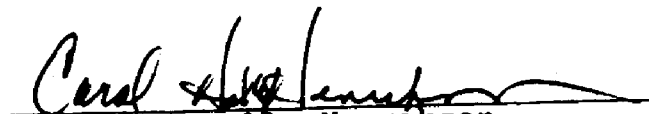
upon the servient estate, in such amount as shall be sufficient for reasonable household and domestic use, including use for lawns and gardens.

3. The parties mutually agree to share equally all costs of maintaining, replacing and operating the well and pump now on the servient estate and any replacements thereof. Should Grantees or their successors in interest fail or refuse to pay their share of such costs, Grantor or her successors shall have the right to refuse to allow Grantees or their successors to take water from said well.

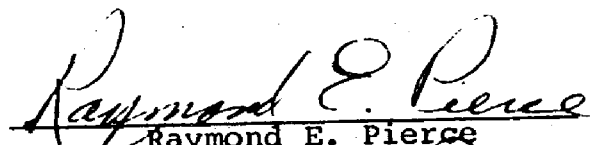
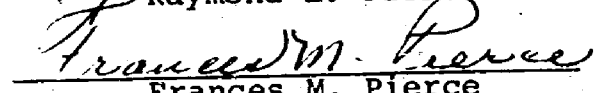
4. The Grantees hereby release and discharge the Grantor, her heirs and assigns, from any and all damage that may result to Grantees' premises due to lack of water and the bursting, stoppage and leakage of any water pipe, and from all damages Grantees, their heirs or assigns, may suffer or incur from the use or in the consumption of water supplied to Grantees' premises.

5. This agreement shall be binding upon the parties hereto, upon their heirs, successors in interest, administrators, assigns and personal representatives, and the water rights herein granted and the obligations created shall be construed as covenants running with the land of the parties, as described above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 21st day of October, 1986.


Carol Holly Henrikson

GRANTOR


Raymond E. Pierce

Frances M. Pierce

GRANTEES

FILED FOR RECORD
BY SKAMANIA CO. TITLE

Nov 3 8 42 AM '86

GARY H. OLSON

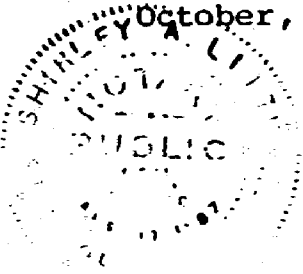
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STATE OF WASHINGTON)
) ss.
 COUNTY OF Skamania)

On this day personally appeared before me RAYMOND E. PIERCE and FRANCES M. PIERCE, 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 15th day of October, 1986.

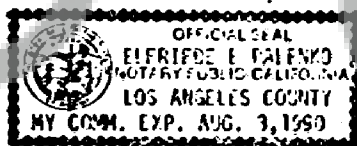


Shirley A. Pettit
 Notary Public in and for the State of
 Washington, Residing at Steverson
 My appointment expires: 8/17/87

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On this day personally appeared before me CAROL HOLLY HENRIKSON, 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 27th day of October, 1986.



Elfrida E. Palenko
 Notary Public in and for the State of
 California, Residing at 1333 Crown St. Apt. 202, LA 90501
 My commission expires: 8-3-1990