

SK-14814/ES-581
04-75-36-0-0-1403-00

MAINTENANCE AGREEMENT

AGREEMENT made June 2, 1988, between TIMOTHY P. MEYERS and ALICE M. MEYERS, husband and wife, of Star Route, City of Carson, County of Skamania, State of Washington, hereinafter referred to as "Meyers", and FRANK MORROW and DORIS MORROW, husband and wife, of Star Route, City of Carson, County of Skamania, State of Washington, hereinafter referred to as "Morrow".

Recitals

1. Meyers is the owner of the following described real estate situated in the County of Skamania, State of Washington:

Lot 1 of the ROY C. LOUTHER SHORT PLAT as recorded in Book 1 of Short Plats at Page 16, Skamania County Records.

2. Morrow is the owner of the following described real estate situated in the County of Skamania, State of Washington:

The Northwest Quarter of the Southeast Quarter of Section 36, Township 4 North, Range 7 East of the Willamette Meridian, County of Skamania, State of Washington;

And West Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter (W1 NW1 W1 SE1) of Section 36, Township 4 North, Range 7 E.W.M., containing 5 acres, more or less,

together with an easement for a domestic water line described in Exhibit "A" attached hereto.

3. The parties desire to enter into an agreement establishing their rights, duties and obligations with respect to maintenance of the fixtures, facilities and equipment used to provide water to the pipeline which is the subject of the easement attached hereto as Exhibit "A".

Now, therefore, for and in consideration of the mutual promises herein contained, the parties agree as follows:

Morrow agrees to share equally with Meyers and the owners of the following described real estate:

Lot 2 of the ROY C. LOUTHER SHORT PLAT as recorded in Book 1 of Short Plats at Page 16, Skamania County Records

their heirs, successors and assigns, the costs and expenses of maintaining, repairing, replacing and operating the pump, electrical wiring, storage facilities and any and all other fixtures, facilities or equipment used to provide water from said Lot 1 of the Roy C. Louthier Short Plat to the water supply line

1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$
10	\$

which is the subject of the easement attached hereto as Exhibit "A" and to apportion with said parties according to their respective use the cost of electricity used to provide such water.

Morrow further agrees to indemnify Meyers against all liability for injury to themselves or damage to their property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this agreement.

Morrow finally agrees to keep the pipeline in good repair, at Morrow's sole expense, to prevent excessive leakage of water.

This agreement shall run with the land, and all of the rights and obligations herein shall pass to the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereto set our hands this 2nd day of ~~May~~ June, 1988.

T. P. Meyers
TIMOTHY P. MEYERS

Frank Morrow
FRANK MORROW

Alice M. Meyers
ALICE M. MEYERS

Doris Morrow
DORIS MORROW

STATE OF WASHINGTON)
) SS
Skamania County)

On this day personally appeared before me TIMOTHY P. MEYERS and ALICE M. MEYERS, 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 2nd day of ~~May~~ June, 1988.

[Signature]
NOTARY PUBLIC in and for the
State of Washington, residing
in Carson, Wa.

Commission expires 8-15-89

STATE OF WASHINGTON)
) SS
Skamania County)

On this day personally appeared before me FRANK MORROW and DORIS MORROW, 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 1st day of June,
1988.

Jay Ford
NOTARY PUBLIC in and for the
State of Washington, residing
in Carson, Wa.

Commission expires 8-15-89



FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

JUN 3 11 06 AM '88

L. N. Olson
AUDITOR
GARY M. OLSON

4-7 1/2 - 36-1903

DEED GRANTING EASEMENT

We, BERT L. BAUERSACHS and HELEN L. BAUERSACHS, husband and wife, grantors, of 301 Fairview Drive, Vancouver, Washington, owners of the premises described herein, for and in consideration of Ten Dollars (\$10.00), receipt of which is acknowledged, hereby grant, bargain, sell, and convey to FRANK MORROW and DORIS MORROW, husband and wife, grantees, of Star Route, Carson, County of Skamania, State of Washington, their successors and assigns a perpetual, non-exclusive easement for a domestic water supply line not to exceed two (2) inches in diameter under, over, through and across the following described property:

The North Half of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NW 1/2 NE 1/4 SW 1/4 SE 1/4), and the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NE 1/4 NW 1/4 SW 1/4 SE 1/4), of Section 36, Township 4 North, Range 7 1/2 E.W.M.

SUBJECT TO easements and rights of way for county road known and designated as the Louther Road;

together with a perpetual non-exclusive easement for the purpose of constructing, maintaining, repairing and operating said pipeline. Said easement shall be divisable and appurtenant to the following described real estate:

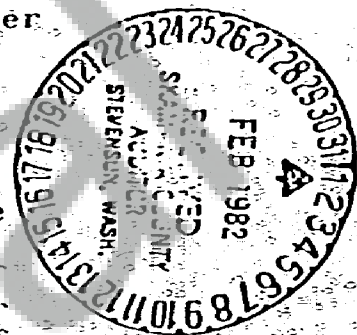
The Northwest Quarter of the Southeast Quarter of Section 36, Township 4 North, Range 7 1/2 East of Willamette Meridian, County of Skamania, State of Washington;

AND the West Half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (W 1/2 NW 1/4 SW 1/4 SE 1/4) of Section 36, Township 4 North, Range 7 1/2 E.W.M., containing 5 acres, more or less;

SUBJECT TO easement and right of way for the county road known and designated as the Panther Creek Road.

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.

IN WITNESS WHEREOF, WE have hereto set our hands this 21st day of January, 1982.



ACTION EXCISE TAX

FEB 2 1982

manila County Treas: J. P. Kelly

Bert L. Bauersachs
BERT L. BAUERSACHS

Helen L. Bauersachs
HELEN L. BAUERSACHS

Frank Morrow
FRANK MORROW

Doris Morrow
DORIS MORROW

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me BERT L. BAUERSACHS and HELEN L. BAUERSACHS, 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 21st day of January, 1982.

93662

[Signature]
Notary Public in and for the
State of Washington, residing
at January

STATE OF WASHINGTON)
COUNTY OF SKAMIA) ss.
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

[Signature]
[Signature]
4-10-82

RECORDED BY [Signature] 830

RECORDED BY [Signature]
[Signature]

Registered
Filed
12-7
2-1-82

RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT POOR QUALITY
FOR FILING