

106718

AGREEMENT FOR MAINTENANCE  
AND  
REPAIR OF WATER SYSTEM

Agreement made March 14, 1989, between JAN C. KIELPINSKI and PENELOPE A. KIELPINSKI, husband and wife, PHILIP R. SIECHEN and TONI K. SIECHEN, husband and wife, and MINNIE R. KIELPINSKI, a single woman, hereinafter sometimes collectively referred to as "First Party", and ROBERT R. CARLSON and SANDRA L. CARLSON, husband and wife, hereinafter sometimes referred to as "Second Party".

Recitals

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

Parcel 03 75 36 0 0 0180

A tract of land located in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 36, Township 3 North, Range 7 $\frac{1}{2}$  E.W.M., described as follows:

Beginning at the Southeast corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36; thence along the east line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36 north 804 feet; thence south 55°17' west to the center of Nelson Creek; thence in a southerly direction following the center of Nelson Creek to the south line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36; thence east to the point of beginning;

EXCEPT easements and rights of way for County Road No. 2032 designated as the Nelson Creek Road.

Parcel 03 75 36 0 0 0190

The West Half of the Northeast Quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 36, Township 3 North, Range 7 $\frac{1}{2}$  E.W.M.; EXCEPT the west 36 rods of the north 67 rods of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36; AND EXCEPT that portion of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the said Section 36 lying westerly of the center of the channel of Nelson Creek; AND EXCEPT the following described tract: Beginning at a point 1,534.5 feet north and 306.15 feet east of the center of the said Section 36; thence south 58°35' east 476.55 feet; thence south 54°21' west 200 feet; thence north 38°52' west 336.1 feet; thence north 17°50' west 107.41 feet to the point of beginning; AND EXCEPT that portion thereof lying northerly of the County Road known and designated as the Loop Road;

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY JANC. KIELPINSKI  
MAR 17 4 08 PM '89  
CARY CARLSON

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ALSO: Beginning at a point 13 rods north of the southwest corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36; thence east 80 rods; thence south 80 rods; thence west 80 rods; thence north 80 rods to the point of beginning;

SUBJECT TO easements of record.

TOGETHER WITH all water rights.

EXCEPT that portion thereof conveyed by deed dated April 10, 1973.

Parcel 03 75 36 0 0 3202

Beginning at the Northwest corner of the South 6 $\frac{1}{2}$  acres of the Southeast Quarter of the Northeast Quarter of Section 36, Township 3 North, Range 7 $\frac{1}{2}$  E.W.M.; thence East along the North line of said 6 $\frac{1}{2}$  acres 387 feet to an iron pipe; thence Southwesterly to a point on the Northerly right-of-way line of the Nelson Creek County Road; thence in a southwesterly direction along a line passing through an iron pipe to the center of the Nelson Creek County Road; thence westerly along the center of said road to the West line of the Southeast Quarter of the Northeast Quarter of the said Section 36; thence North to the Point of Beginning. EXCEPT right-of-way for Nelson Creek County Road.

Parcel 4

Commencing at a stake about 14 feet South of a certain rock about 6 ft. high on the county Road about midway on the South line of the Southeast Quarter of the Northeast Quarter of Section 36, Township 3 North of Range 7 $\frac{1}{2}$  East of W.M., thence 6 rods North, thence 13 rods West, thence 6 rods South, thence 13 rods East to place of beginning, containing one-half acre more or less.

EXCEPT Lot 1 of the Kielpinski Short Plat recorded in Book 3 at Page 139, records of Skamania County, Washington.

hereinafter sometimes referred to as "Parcel 1".

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

Beginning at the Southeast corner of the Northeast quarter, Section 36, Township 3 North, Range 7.5 East, Willamette Meridian, Skamania County, Washington:

Thence North  $0^{\circ}06'03''$  East, along the East line of said Northeast quarter, a distance of 176.13 feet;

Thence North  $89^{\circ}53'57''$  West a distance of 1323.48 feet to the True Point of Beginning;

Thence North  $26^{\circ}37'44''$  East a distance of 39.81 feet;

Thence North  $76^{\circ}12'55''$  East a distance of 66.45 feet;

Thence North  $28^{\circ}57'47''$  West a distance of 54.43 feet;

Thence South  $60^{\circ}54'49''$  West a distance of 113.40 feet;

Thence South  $88^{\circ}15'38''$  West a distance of 102.01 feet;

Thence South  $73^{\circ}20'27''$  West a distance of 27.57 feet;

Thence South  $62^{\circ}28'08''$  West a distance of 119.23 feet more or less to the Westerly right-of-way line of Nelson Creek Road;

Thence Southerly and Easterly along said Westerly and Southerly right-of-way line of Nelson Creek Road to a point which bears South  $16^{\circ}00'00''$  East from the True Point of Beginning;

Thence North  $16^{\circ}00'00''$  West a distance of 159.27 feet more or less to the True Point of Beginning;

Containing 1.3 acres, more or less;

ALSO KNOWN AS Lot 1 of Kielpinski Short Plat recorded in Book 3 at Page 139, records of Skamania County, Washington,

hereinafter sometimes referred to as "Parcel 2".

3. There is located on Parcel 1 a private water system which supplies water to both Parcel 1 and Parcel 2.

4. Said water system is located approximately as indicated on that certain drawing attached hereto as Exhibit "A", the same being incorporated herein as though fully set forth.

5. The parties desire to share equally the costs, expenses and labor of maintaining and repairing the above-described water system and to bind themselves, their heirs, successors and assigns to carry out the obligations set forth herein for so long as their respective parcels of real estate shall receive the benefit of water supplied by said water system.

Now, therefore, the parties agree as follows:

**SECTION ONE**

**Costs, Expenses and Labor to be Shared Equally**

The parties agree to share equally the costs, expenses and labor associated with maintaining and repairing the above-described water system.

**SECTION TWO**

**Maintenance and Repairs Defined**

The maintenance and repairs to be undertaken and performed under this agreement shall include keeping the spring, cistern, water line and pumphouse clean and in proper working order, protecting the cistern from damage due to flooding and deterioration, protecting the exposed portion of the water line from damage and repairing leaks, keeping the pumphouse neat, clean and well-painted, and all such other things as may be necessary to ensure a clean, safe and reliable source of water for domestic purposes.

**SECTION THREE**

**Personal Injury and Property Damage Liability**

Any liability of the parties for personal injury to any workman employed to make repairs under this agreement, or to any third party, or for damage to the property of such person, as a result of or arising out of repairs and maintenance under this agreement, shall be borne, as between the parties, in equal amounts.

**SECTION FOUR**

**Semi-Annual Meetings**

The type of maintenance required and the method of collection and disbursement of funds shall be determined at meetings of the parties hereto not less frequently than semi-annually, to be held at such reasonable time and place as shall be determined by the owners of Parcel 1, after consultation with the owners of Parcel 2.

**SECTION FIVE**

**Duration of Agreement**

This agreement shall remain in full force and effect for so long as both Parcel 1 and Parcel 2 receive the benefit of water from the above-described water system. At such time as the owner or owners of either Parcel 1 or Parcel 2, or both, shall terminate the use of water to the parcel or parcels owned by him or them, this agreement shall terminate and be of no further force or effect. Thereafter, the owner of the property which continues to be served by said water system shall have sole responsibility for the maintenance and repair thereof.

**SECTION SIX**

**Agreement to Run with the Land**

This agreement shall run with the land, and the rights, duties and obligations hereunder shall inure to the benefit of,

and constitute a burden on, the heirs, successors and assigns of the parties hereto.

In Witness whereof, the parties hereto have signed this agreement the date first above written.

FIRST PARTY:

JAN C. KIELPINSKI  
 JAN C. KIELPINSKI

PENELOPE A. KIELPINSKI  
 PENELOPE A. KIELPINSKI

PHILIP R. SIECHEN  
 PHILIP R. SIECHEN

TONI K. SIECHEN  
 TONI K. SIECHEN

MINNIE R. KIELPINSKI  
 MINNIE R. KIELPINSKI

SECOND PARTY:

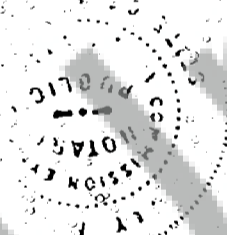
ROBERT R. CARLSON  
 ROBERT R. CARLSON

SANDRA L. CARLSON  
 SANDRA L. CARLSON

STATE OF WASHINGTON )  
 ) ss  
 County of Skamania )

On this day personally appeared before me JAN C. KIELPINSKI and PENELOPE A. KIELPINSKI, 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 March, 1989.



Philip R. Siechen  
 Notary public in and for  
 the State of Washington,  
 residing at Carson, Wa.

Commission expires 8-15-89

STATE OF WASHINGTON )  
 ) ss  
 County of Skamania )

On this day personally appeared before me PHILIP R. SIECHEN and TONI K. SIECHEN, 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  
March \_\_\_\_\_, 1989.



Cay Ford  
Notary Public in and for  
the State of Washington,  
residing at Carson, Wa.

Commission expires 8-15-89

STATE OF WASHINGTON )  
                               ) ss  
County of Skamania )

On this day personally appeared before me **MINNIE R. KIELPINSKI**, a single woman, 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 13th day of  
March \_\_\_\_\_, 1989.



Cay Ford  
Notary Public in and for  
the State of Washington,  
residing at Carson, Wa.

Commission expires 8-15-89

STATE OF WASHINGTON )  
                               ) ss  
County of Skamania )

On this day personally appeared before me **ROBERT R. CARLSON** and **SANDRA L. CARLSON**, 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 14th day of  
March \_\_\_\_\_, 1989.



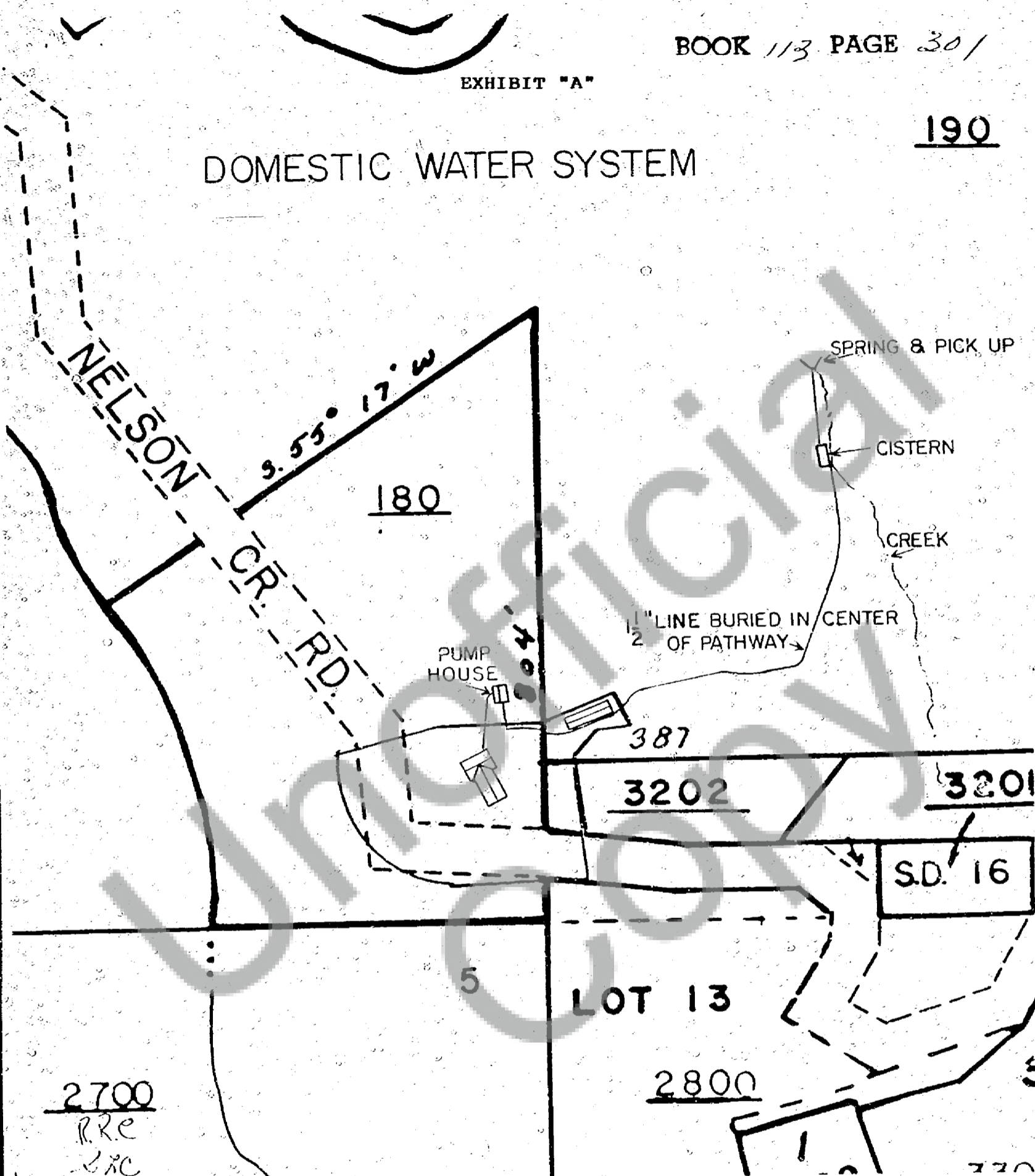
Cay Ford  
Notary Public in and for  
the State of Washington,  
residing at Carson, Wa.

Commission expires 8-15-89

EXHIBIT "A"

190

DOMESTIC WATER SYSTEM



2700  
 PRE  
 SRC  
 JIK  
 Out  
 MRX  
 to No.

LOT 13

2800

770