

107507

BOOK 115 PAGE 54

SPRING EASEMENT

1. Effective Date:

July 19th, 1989

2. Parties:

TIMOTHY A. LIKNESS and DAWN M. LIKNESS, husband and wife, MP 0.70L Riverside Drive, Washougal, Washington, 98671, hereinafter referred to as "Likness,"

and

TOD HEILES, a single person, of MP 0.63L Riverside Drive, Washougal, Washington 98671, hereinafter referred to as "Heiles,"

and

JAMES R. MAY, II and JOAN D. MAY, Trustees of the May Family Trust dated March 24, 1989, of MP 0.75R Riverside Drive, Washougal, WA 98671, hereinafter referred to as "May."

3. Recitals:

A. Likness is the owner of certain real property (the Likness Property) located in Skamania County, Washington, commonly known as MP 0.70L Riverside Drive, Washougal, Washington 98671, legally described on attached Exhibit "A" incorporated herein fully by reference.

B. Heiles is the owner of certain real property (the Heiles Property) located in Skamania County, Washington, commonly known as MP 0.63L Riverside Drive, Washougal, Washington 98671, legally described on attached Exhibit "B" incorporated herein fully by reference.

C. May is the owner of certain real property (the May Property) located in Skamania County, Washington, commonly known as MP 0.75R Riverside Drive, Washougal, Washington 98671, legally described on attached Exhibit "C" incorporated herein fully by reference.

SPRING EASEMENT - 1
06908000.D03, - (07/19/89)

Registered ☒
Indexed ☒
Indirect ☒
Filmed ☒
Mailed ☒

BORENSTEIN & DUGGAN, P.A.
ATTORNEYS AT LAW
1220 MAIN ST., SUITE 300
PO BOX 694
VANCOUVER, WASHINGTON 98666
(206) 699-4771

D. The Likness Property and the Heiles Property are served by a Class 4 public water system including a spring and associated appurtenances located on the May Property. The spring serves, benefits and supplies water only to the Likness and Heiles Properties. The natural spring located on the May Property was claimed by appropriation of Louis LaRue in a water right claim recorded June 20, 1974, a copy of which is attached as Exhibit "D."

E. The Likness and Heiles Properties are currently benefitted, and the May Property is currently burdened, by an existing Spring Easement dated June 24, 1935 and recorded under Skamania County Recording No. Book 4, Pages 190 and 412 *Only*

F. The parties desire to memorialize their understanding as to a Spring Easement benefitting the Likness and Heiles Properties and burdening the May Property, and desire to amend and supplement the existing Spring Easement between the parties in the following particulars:

NOW, THEREFORE, it is hereby agreed as follows:

4. Spring Easement: For valuable consideration, receipt of which is hereby acknowledged, May grants and conveys to Likness and Heiles, a perpetual, exclusive easement and right-of-way over, under and across the following described real estate in Skamania County, Washington, to-wit:

See Attached Exhibit "E" incorporated herein fully by reference.

This easement is granted for the purpose of access, construction, installation, reconstruction, removal, enlargement, repair, operation and maintenance of a spring, water pipelines, and associated spring appurtenances, including cement cap and protective fence, and for the purpose of water removal and use. Likness and Heiles, and their successors and assigns, shall have the right to enter upon the easement area in connection with any such purpose. This easement is appurtenant and shall run with the land and shall bind the parties hereto, their successors and assigns. In the event of any construction, installation, reconstruction, enlargement, repair, operation and maintenance in the easement area, the easement areas herein conveyed shall be restored to as nearly as possible, the condition which existed prior to such activities, and Likness and Heiles shall not cause any unnecessary damage or commit any waste upon the easement area.

Attached as Exhibit "F," for illustrative purpose only, is a map showing the location and description of the spring, spring appurtenances and spring easement.

5. Protection of Spring and Spring Fixtures: Each party to this agreement hereby obligates itself to use its best efforts to preserve, maintain and to prevent damage or injury to the spring, all spring appurtenances, and to the aquifer from which springwater flows, with the intent that a continuous and satisfactory quantity and potable quality of water shall be provided to Likness and Heiles and their respective properties by the spring and its appurtenances.

Furthermore, May covenants and agrees to take no action or omission, or allow any action or omission, that would impair the quantity or quality of the springwater or cause the springwater and the water system that it serves to fail to meet minimum standards set by the State of Washington, the Washington Department of Ecology, the Southwest Washington Health District, or any other applicable agency or jurisdiction. More specifically, May agrees that placement of all drainfields, spraying of all herbicides, insecticides or other potentially toxic chemicals, shall be conducted in compliance with water quality or other health and safety regulations and laws as set forth by the State of Washington, the Washington Department of Ecology, the Southwest Washington Health District or other applicable agency or jurisdiction.

Furthermore, May covenants and agrees not to construct any improvements in the easement area herein described or upon the water pipelines running from the spring to the Heiles and Likness properties.

6. Remedies: In the event of default of any obligation between the parties herein contained, each party may seek redress in the courts for specific performance, contribution, damages or any other remedy allowed by law.

7. Costs and Attorney Fees: In the event suit or action is instituted to enforce any of the terms or covenants of this agreement, the prevailing party shall be entitled to recover from the other parties such sum as the court may adjudge reasonable as attorney fees and costs, whether at arbitration, trial or on appeal, in addition to all other sums provided by law.

8. Successors Bound: This agreement shall be binding on the heirs, personal and legal representatives, successors and assigns of the parties.

SPRING EASEMENT - 3
06908000.D03, (07/19/89)

HORENSHIN & DUGGAN, P.S.
ATTORNEYS AT LAW
1220 MAIN ST. SUITE 200
P.O. BOX 694
VANCOUVER, WASHINGTON 98006
(206) 476-4771

9. Entire Agreement: This agreement constitutes the entire agreement between the parties with respect to the subject matter. The parties shall not be bound by any promises, representations or agreements except as are herein specifically set forth or as otherwise set forth in writing. This agreement may be modified only by written amendment.

Timothy A. Likness
TIMOTHY A. LIKNESS

Dawn M. Likness
DAWN M. LIKNESS

TOD HEILES
TOD HEILES

James R. May, II
JAMES R. MAY, II, Trustee of the
May Family Trust

Joan D. May
JOAN D. MAY, Trustee of the
May Family Trust

STATE OF WASHINGTON)
County of SKAMIA) ss.

I certify that TIMOTHY A. LIKNESS and DAWN M. LIKNESS appeared personally before me and that I know or have satisfactory evidence that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of July, 1989.

[Signature]
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 4/29/91

STATE OF WASHINGTON)
County of) ss.

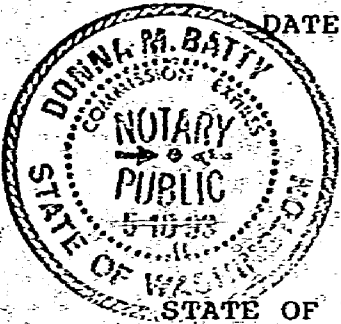
I certify that TOD HEILES appeared personally before me and that I know or have satisfactory evidence that he signed this

SPRING EASEMENT - 4
06908000.D03, (07/19/89)

HORSTON & DUGGAN, P.S.
ATTORNEYS AT LAW
1230 MAIN ST., SUITE 300
PO BOX 614
VANCOUVER, WASHINGTON 98106
(206) 479-4771

instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 21st day of July, 1989.



Donna M. Batty
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 5-10-93

STATE OF WASHINGTON)
: ss.
County of SKAMMIA)

I certify that JAMES R. MAY, II and JOAN D. MAY appeared personally before me and that I know or have satisfactory evidence that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of July, 1989.

Russell D. Duggan
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 4/29/91

SPRING EASEMENT - 5
06908000.D03; (07/19/89)

HORNSTEIN & DUGGAN, P.S.
ATTORNEYS AT LAW
7220 MAIN ST., SUITE 300
P.O. BOX 654
VANCOUVER, WASHINGTON 98106
(206) 699-4771

EXHIBIT "A"

The following described real property is situated in Skamania County, Washington and is more particularly described as follows:

Lot 2 of the Louis LaRue Short Plat recorded at Book 2, Page 14 of Short Plats.

BOOK 115 PAGE 60

EXHIBIT "B"

The following described real property is situated in Skamania County, Washington and is more particularly described as follows:

Lot 1 of the Louis LaRue Short Plat recorded at Book 2, Page 14 of Short Plats.

EXHIBIT "C"

The following described real property is situated in Skamania County, Washington and is more particularly described as follows:

A parcel of land located in Government Lots 1 and 2 in the Northwest quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington described as:

Lot 2 of the J. May Short Plat No. 1 as recorded in Book 3 of Short Plats on page 39 Skamania County Records.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
WATER RIGHT CLAIMS REGISTRATION

WATER RIGHT CLAIM

RECEIVED
DEPARTMENT OF ECOLOGY

JUN 20 1974 148760

CASH OTHER NONE

1. NAME LOUIS LARUE
ADDRESS RT. 2 BOX 348
WASHOUGAL, WASH. ZIP CODE 98671
2. SOURCE FROM WHICH THE RIGHT TO TAKE AND MAKE USE OF WATER IS CLAIMED: SURFACE
WATER (SURFACE OR GROUND WATER)
W.R.A. 28 (LEAVE BLANK)
- A. IF GROUND WATER, THE SOURCE IS _____
- B. IF SURFACE WATER, THE SOURCE IS UNNAMED SPRING
3. THE QUANTITIES OF WATER AND TIMES OF USE CLAIMED:
- A. QUANTITY OF WATER CLAIMED: 10 G.P.M. PRESENTLY USED 10 G.P.M.
(CUBIC FEET PER SECOND OR GALLONS PER MINUTE)
- B. ANNUAL QUANTITY CLAIMED: 1 ACRE FOOT PRESENTLY USED 1 ACRE FOOT
(ACRE FEET PER YEAR)
- C. IF FOR IRRIGATION, ACRES CLAIMED _____ PRESENTLY IRRIGATED _____
- D. TIME(S) DURING EACH YEAR WHEN WATER IS USED: CONTINUOUSLY
4. DATE OF FIRST PUTTING WATER TO USE: MONTH PRIOR TO YEAR 1917
5. LOCATION OF THE POINT(S) OF DIVERSION/WITHDRAWAL: 730 FEET EAST AND 2045
FEET SOUTH FROM THE NW CORNER OF SECTION 11
BEING WITHIN SW 1/4 OF NW 1/4 OF SECTION 11 T. 1 N. R. 5 E (E. OR V.) W.M.
IF THIS IS WITHIN THE LIMITS OF A RECORDED PLATTED PROPERTY, LOT _____ BLOCK _____ OF _____
(GIVE NAME OF PLAT OR ADDITION)
6. LEGAL DESCRIPTION OF LANDS ON WHICH THE WATER IS USED: DESCRIPTION
ATTACHED
- COUNTY SKAMANIA
7. PURPOSE(S) FOR WHICH WATER IS USED: DOMESTIC
8. THE LEGAL DOCTRINE(S) UPON WHICH THE RIGHT OF CLAIM IS BASED: APPROPRIATION

THE FILING OF A STATEMENT OF CLAIM DOES NOT CONSTITUTE AN ADJUDICATION OF ANY CLAIM TO THE RIGHT TO USE OF WATERS AS BETWEEN THE WATER USE CLAIMANT AND THE STATE OR AS BETWEEN ONE OR MORE WATER USE CLAIMANTS AND ANOTHER OR OTHERS. THIS ACKNOWLEDGEMENT CONSTITUTES RECEIPT FOR THE FILING FEE.

DATE RETURNED _____ THIS HAS BEEN ASSIGNED
WATER RIGHT CLAIM REGISTRY NO. _____

10,000 123307

DIRECTOR DEPARTMENT OF ECOLOGY

I HEREBY SWEAR THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

X Louis LarueDATE June 26, 1974

I CLAIMED BY DESIGNATED REPRESENTATIVE. PRINT OR TYPE
FULL NAME AND MAILING ADDRESS OF AGENT BELOW

☐ ADDITIONAL INFORMATION RELATING TO WATER QUALITY
AND/OR WELL CONSTRUCTION IS AVAILABLE.

RETURN ALL THREE COPIES WITH CARBONS INTACT, ALONG WITH YOUR FEE TO:
DEPARTMENT OF ECOLOGY
WATER RIGHT CLAIMS REGISTRATION
OLYMPIA, WASHINGTON 98504

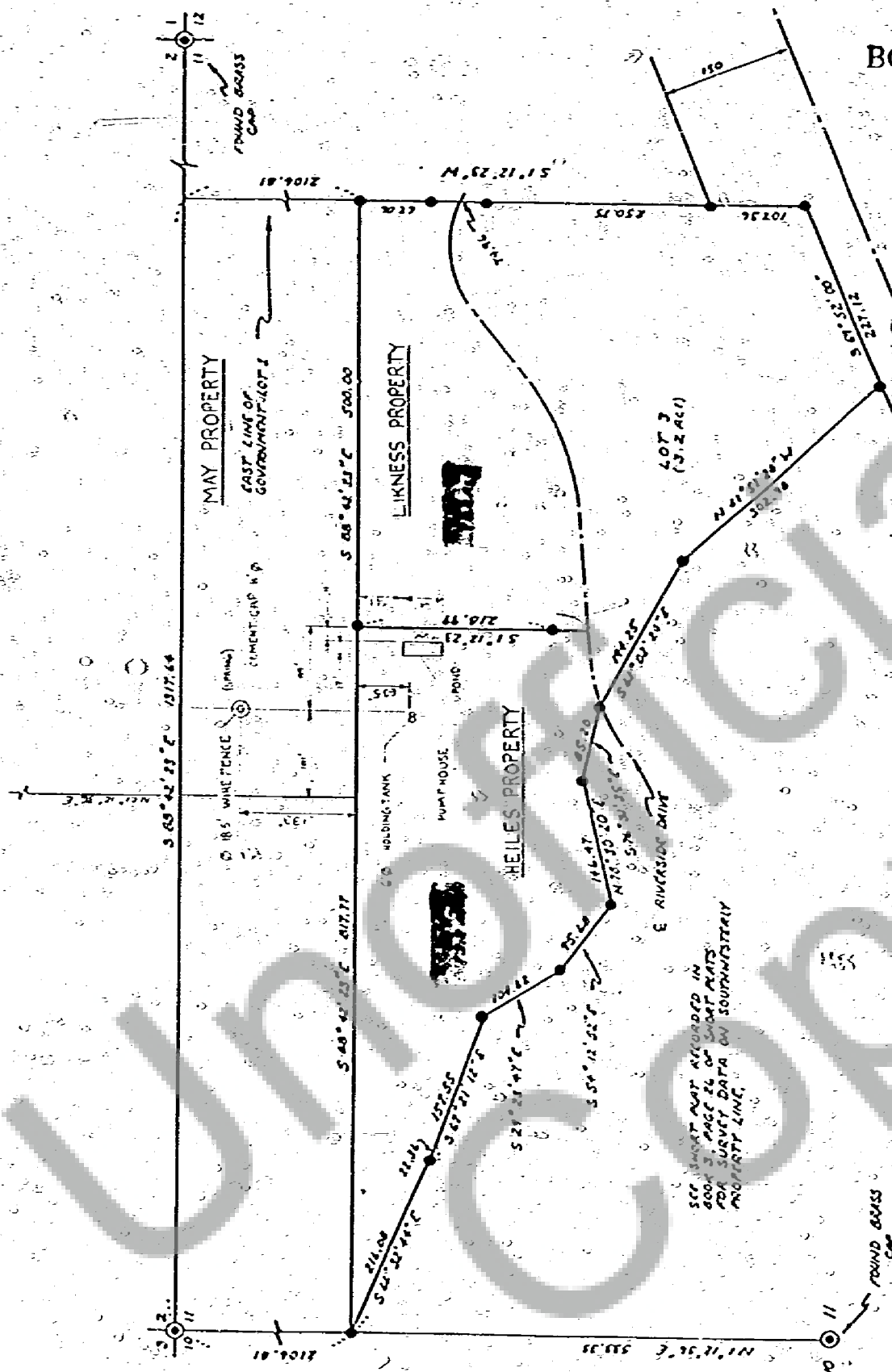
EXHIBIT DPAGE 1

EXHIBIT "E"

The following described real property is situated in Skamania County, Washington and is more particularly described as follows:

A parcel of land located in Government Lots 1 and 2 in the Northwest quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

The South 155 feet of the West 130 feet of Lot 2 of the J. May Short Plat No. 1 as recorded in Book 3 of Short Plats on page 39, Skamania County records.



EXHIBIT

PAGE