



First American Title Insurance Company

Filed for Record at Request of

Name Alan L. Harness

Address 2526 "H" Street

City and State Washougal, WA 98671

THIS SPACE PROVIDED FOR RECORDERS USE:

FILED FOR RECORD
BY SKAMANIA CO. TITLE

Nov 30 11 33 AM '90

GARY H. OLSON

SCT-16060

Statutory Warranty Deed

THE GRANTOR **JOHN BLAIR** and **KRISTI BLAIR**, husband and wife

for and in consideration of ONE HUNDRED FIVE THOUSAND AND NO/100's DOLLARS

in hand paid, conveys and warrants to **ALAN L. HARNESS**, an unmarried individual

the following described real estate, situated in the County of **SKAMANIA**, State of Washington:

Lot 35, WASHOUGAL RIVERSIDE TRACTS, according to the recorded plat thereof, recorded in Book "A" of Plats, Page 80, in the County of Skamania and State of Washington.

SEE EXHIBIT "A" AND "B" HERETO ATTACHED

11021

REAL ESTATE EXCISE TAX

Registered
Indexed, Dir
Indirect
Fees
Paid

NOV 30 1990

PN 1344.00
JW Deputy
SKAMANIA COUNTY TREASURER

Dated 11-28, 19 90

JOHN BLAIR

KRISTI BLAIR

STATE OF WASHINGTON

COUNTY OF Skamania ss.

On this day personally appeared before me

John Blair and Kristi Blair

to me known to be the individual(s) 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 purposes therein mentioned.

Witness my hand and official seal this

November 30, 19 90

at Washougal, WA

Notary Public in and for the State of Washington, residing at

Washougal, WA

my commission expires 06-01-94

STATE OF WASHINGTON

COUNTY OF _____ ss.

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____, to me known to be the _____ President and _____ Secretary, respectively, of _____

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____

authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at _____

Glenda J. Kimmel, Skamania County Assessor
By 11-30-90 Parcel # 02 05 32 30 0501 00

1. Rights of others thereto entitled in and to the continued uninterrupted flow of Washougal River, and rights of upper and lower riparian owners, in and to the use of the waters and the natural flow thereof.
2. Rights, if any, of the property owners, abutting the Washougal River in and to the waters of the Washougal River and in and to the bed thereof; also boating and fishing rights of property owners abutting the Washougal River or the stream of water leading thereto or therefrom.
3. Any adverse claims based upon the assertion that Washougal River has moved.
4. Conditions and Agreements including the terms and provisions thereof recorded November 7, 1984 in book 84, Page 63, Auditors File No. 98461, Skamania County Deed Records.

EXHIBIT "B"

WELL MAINTENANCE AGREEMENT

Water supply for Lot 35 is supplied by a well on adjoining Lot 34.

Owners of Lot 34 grants an easement for use of the well and water from the well along with permission to go on or about Lot 34 to maintain the well, well lines and pump.

Owner of Lot 34 grants to owner of Lot 35 first priority to the use of the well water and is currently the sole user of the well. In the event Lot 34 requests use of the well, such request may be granted if such use does not interfere with the pressure, quantity, or quality of water needed by Lot 35.

Any cost of maintenance of the well shall be the sole responsibility of the owner of Lot 35, unless another user is granted use at a later date, in which case all maintenance and upkeep costs will be equality divided between its users.

It is hereby agreed this Maintenance and Use Agreement between Lot 34 and Lot 35 and all future owners of subject land shall run with the land perpetually.

Judy Van Loo

11-19-90

Judy Blair

11-19-90

Tom Blair

11/19/90

Tom Harris

11/20/90