

## EASEMENTS AND WATER USE AGREEMENT

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of January, 1990, by and between HAROLD BAGNALL and KAREN BAGNALL, husband and wife, hereinafter referred to as the "Bagnalls", and DANIEL C. JOUDREY and CAROLYNN B. JOUDREY, husband and wife, hereinafter referred to as the "Joudreys", WITNESSETH:

## I. Purposes

(A) The parties hereto intend to provide, by agreement, a means for operating a water system to provide for the supply of water for domestic purposes to their principal places of abode. In addition, the water may be used to irrigate small non-commercial gardens grown for personal use and to care for domestic animals and livestock raised on a non-commercial basis.

(B) It is the intent of this agreement to also provide for the contingency of dissolving this agreement in the event the water supply proves inadequate to accomplish the purposes stated above.

## II. Duration/Effect

(A) This agreement shall be in full force and effect for a period of fifty (50) years unless sooner terminated by either party giving written notice to the other party of their intent to terminate at least six (6) months prior to the effective date of the termination, provided that the easements granted herein shall be perpetual.

Registered	
Indexed, or	
Indirect	
Filmed	
Marked	

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SAUNDRA WILLING  
TREASURER OF SKAMANIA COUNTY

FILED FOR RECORD  
SKAMANIA COUNTY, OREGON  
BY *Harold Bagnall*  
MAR 4 2 08 PM '91  
*D. Joudrey*  
CARY M. GILSON

(B) This agreement shall bind the parties, their heirs, assigns and successors in interest.

### III. Ownership

The parties acknowledge and agree that Bagnalls own the land upon which the spring is located, together with the water storage facility thereon, and that both parties own jointly, the existing water lines, pumps and storage tank.

### IV. Easements

HAROLD BAGNALL and KAREN BAGNALL, husband and wife, do hereby grant, bargain and convey to DANIEL C. JOUDREY and CAROLYNN B. JOUDREY, husband and wife, an easement for water line purposes and for the maintenance, repair and reconstruction thereof, over and across that certain real property described on Schedule "A", which is attached hereto, signed by both parties, dated even date herewith, and by reference incorporated herein.

This easement is granted for the existing pipe line as it is currently laid and approximately designated on said Schedule "A" in red ink.

Dated this 1<sup>st</sup> day of January, 1990.

Harold Bagnall  
HAROLD BAGNALL

Karen Bagnall  
KAREN BAGNALL

DANIEL C. JOUDREY and CAROLYN B. JOUDREY, husband and wife, do hereby grant, bargain and convey to HAROLD BAGNALL and KAREN BAGNALL, husband and wife, an easement for water line purposes and for the maintenance, repair and reconstruction thereof, over and across that certain real property described on Schedule "B", which is attached hereto, signed by the parties, dated even date herewith, and by reference incorporated herein. This easement is for the existing water line or, in the event this agreement is terminated, for an additional water line to be constructed and laid across the property described in said Schedule B, as the same is designated in red ink.

Dated this 7<sup>th</sup> day of January, 1990.

Daniel C. Joudrey  
DANIEL C. JOUDREY

Carolyn B. Joudrey  
CAROLYN B. JOUDREY

#### V. Intent

It is the intent of the parties that the above deeds convey mutual easements to both parties in order to enable them to maintain the joint water system or, in the event of termination of this agreement, to maintain separate water systems to each of their properties and, each party agrees to execute whatever document is necessary, including an additional correction deed, should any court determine that the legal description contained in said deeds, or either of them is insufficient or inadequate to enforce. Both

parties further agree to pay one-half the cost of any survey necessary to establish the exact location of the water line easements should that event prove necessary.

#### VI. Maintenance

The parties agree that so long as this agreement is in effect each party will pay fifty percent (50%) of the costs of maintaining or replacing the water storage and distribution system and, except for said fifty percent (50%) maintenance or replacement costs, neither party assumes any other obligation or liability that would otherwise attach to the other party.

#### VII. Termination

(A) In the event that the parties agree that there is insufficient water for domestic supply to both houses, as outlined in Paragraph I(A) above, the parties agree that Bagnalls will install a new line but keep the storage tank, pump and controls now being used to service their property; that Joudreys will receive as their separate property, the water line that passes over their own property which was constructed in the spring of 1990, and, the Bagnalls agree to purchase, at their expense, for the Joudreys, a new pump and pump controls, equivalent to those now in place, to service Joudreys' property.

(B) Each of the parties shall continue to have easement rights in order that their separate systems can be effectively



operated and each party from thence forward shall be responsible for maintaining and replacing their own system.

VIII. Disputes

In the event that there is a dispute between the parties over the interpretation or enforcement of any portion of this agreement or over the manner and means of terminating this agreement, the parties agree to submit such dispute to binding arbitration in accordance with the standards set out by the American Arbitration Society. Each party also agrees to be responsible for one-half the cost of any such arbitration proceedings.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

Harold Bagnall  
HAROLD BAGNALL

Karen Bagnall  
KAREN BAGNALL

Daniel C. Joudrey  
DANIEL C. JOUDREY

Carolyn B. Joudrey  
CAROLYN B. JOUDREY



STATE OF WASHINGTON )  
County of Skamania ) ss.

I CERTIFY that I know or have satisfactory evidence that HAROLD BAGNALL, KAREN BAGNALL, DANIEL C. JOUDREY and CAROLYN B. JOUDREY, are the persons who appeared before me; that each of said persons acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes mentioned therein.

Dated: January 7th, 1990

John L. McKenna  
Notary Public in and for the State of  
Washington, residing at Stevenson  
My commission expires 1/1/93

## SCHEDULE "A"

Description re: Bagnalls to Joudreys

Lots 3 and 4 of the CHRISTENSEN & LEICK SHORT PLAT NO. 1, as recorded in Book 2 of Short Plats on page 138, Skamania County Records.

SEE MAP  
3-7-24

**DANIEL C. JOUDREY**

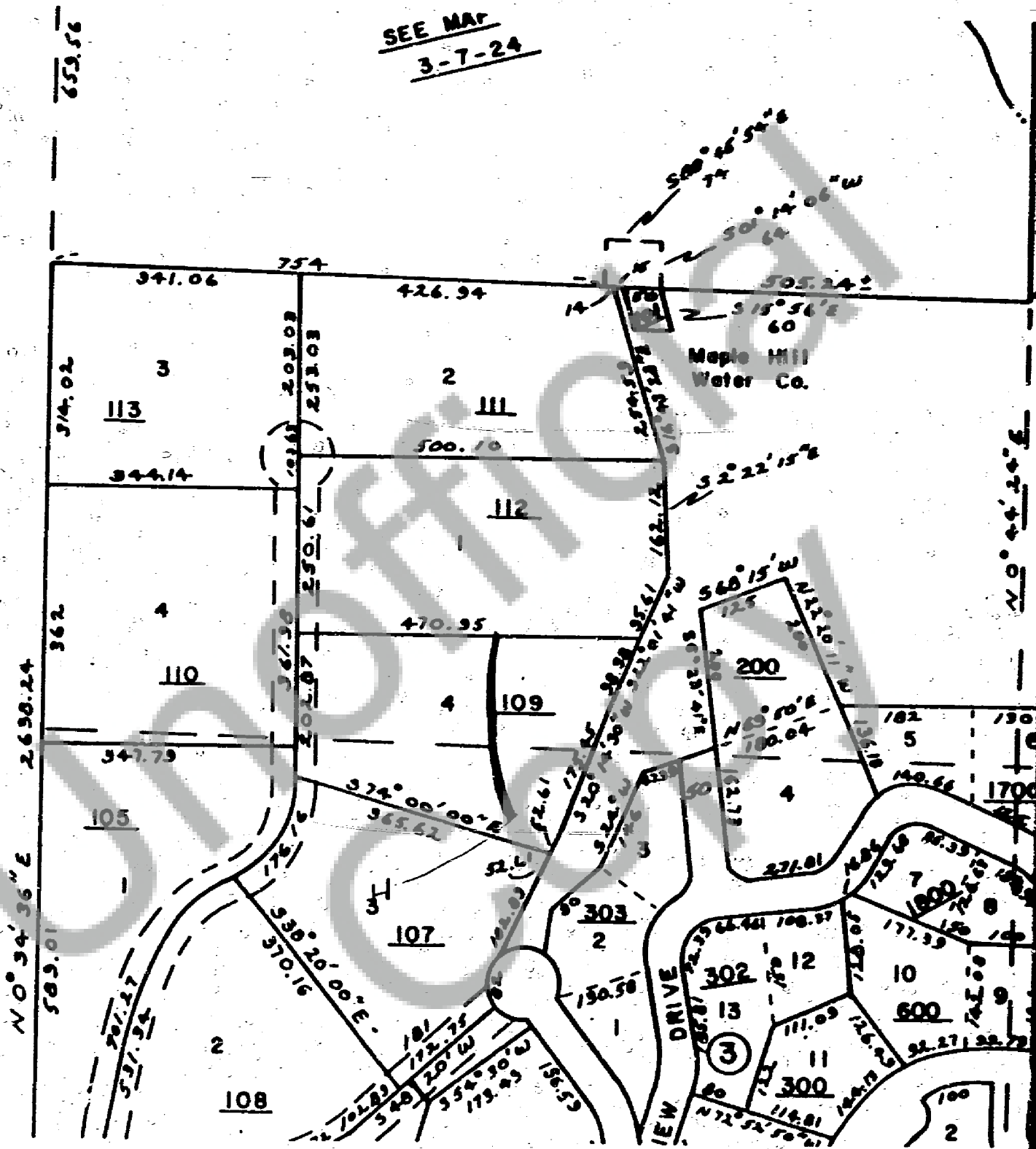
**CAROLYNN B. JOUBREY**

## HAROLD BAGMALL

**KAREN BAGNALL**

MAP  
3-7-26

**Dated** \_\_\_\_\_, 1990



**SCHEDULE "B"**

Description re: Joudreys to Bagnalls

Lots 1 and 2 of the CHRISTENSEN/LEICK SHORT PLAT NO. 2, as more particularly described of record at page 139 of Book 2 of Short Plats, recorded under Auditor's File No. 89603.

