

WELL
AGREEMENT

AGREEMENT made this day by and between ARCHIE M. RODGERS, JR. and ANITA RODGERS, husband and wife, hereinafter referred to as "A. Rodgers", and JAMES RODGERS and MARY RODGERS, husband and wife, hereinafter referred to as "J. Rodgers",

RECITALS:

1. A. Rodgers is the owner of certain real property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

2. J. Rodgers is the owner of certain real property more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein.

3. The parcels of real property described in Exhibits "A" and "B" were formerly one (1) tract of land owned jointly by the parties hereto as tenants in common. Said property has been partitioned into two (2) lots as heretofore described.

4. There is presently a well located on the A. Rodgers parcel.

5. The parties believe the well can adequately provide a sufficient supply of water for domestic purposes for both parcels, and desire by means of this agreement to provide for the common use and maintenance of such well.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1. RIGHT OF USE: A. Rodgers hereby grants to J. Rodgers an easement to take and use water for domestic purposes from the well located on the real property described in Exhibit "A", and to install and maintain a pipeline from the well for the conveyance of water to the real property described in Exhibit "B". The right to take and use such water shall be limited to domestic and household purposes, including lawn and garden watering, and shall not include the right to use water for irrigation, power, agricultural or farming purposes, or any other purpose inconsistent with domestic and household use.

Section 2. EXPENSES: Any maintenance or repair expense to

SAUNDRA WILLING DA
TREASURER OF SKAMANIA COUNTY SW

Registered	
Indexed, Or	
Indirect	
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Mailed	

CLERK OF SKAMANIA COUNTY ASSESSOR
BY: 1-5-6-1-260

Agreement

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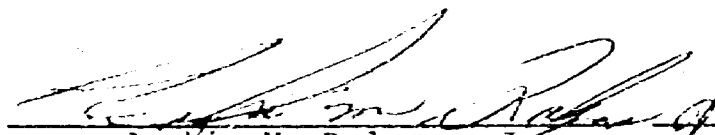
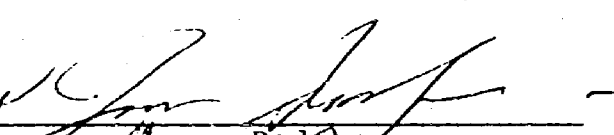
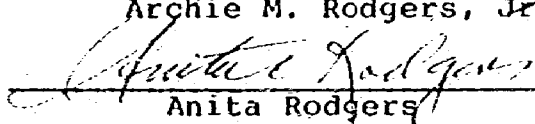

the well, including the casing, pump, well screen, and electrical service resulting from ordinary use and reasonable wear and tear shall be borne by the parties in equal shares. Each party shall be solely responsible for all costs incurred in installing and maintaining pipelines from the well to the respective residences.

Any expense for repair or maintenance of the well, including the casing, pump, well screen, and electrical service necessitated by the negligence or fault of either party or the agents, licensees or invitees of either party, shall be the sole responsibility of the party whose negligence or acts, or whose agents', licensees' or invitees' negligence or acts resulted in such expense.

Section 3. INADEQUATE SUPPLY: In the event that the supply of water from the well is inadequate to provide sufficient water for domestic use for both properties, then J. Rodgers shall be required to disconnect his property from said well and discontinue all use of water from such well. It shall be conclusively presumed that the well is inadequate to serve both properties if it delivers a flow of less than 10 gallons per minute.

Section 4. EFFECT OF AGREEMENT: This agreement and the rights and obligations hereof shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors in interest to each of their properties. The terms and covenants of this agreement shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in the properties described herein, and shall inure to the benefit of each owner thereof.

DATED this 20 day of April, 1991.

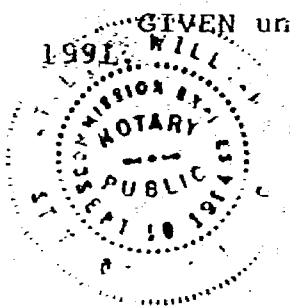
	
Archie M. Rodgers, Jr.	James Rodgers
	
Anita Rodgers	Mary Rodgers

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STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me ARCHIE M. RODGERS, JR. and ANITA M. RODGERS, 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 April, 1991.

Kathleen Williams
Notary Public in and for the State of
Washington, Residing at Camas.
My appointment expires: 9-30-94.

CALIFORNIA
STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me JAMES RODGERS and MARY RODGERS, 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 20 day of APRIL, 1991.



D. E. Stokka
Notary Public in and for the State of
Washington, Residing at THOUSAND OAKS.
My appointment expires: 4/15/94.

RECORDED
Planning Dept.
SEP 21 11 39 AM '91
P. Lowry

EXHIBIT "A"

Skamania County, Washington:

Beginning at a point marked by an iron pipe which was formerly the centerline of a 30 foot road, said pipe being 198.4 feet South and 159 feet West of the section corner common to Sections 31 and 32, Township 2 North, Range 5 East of the Willamette Meridian, and Sections 5 and 6, Township 1 North, Range 5 East of the Willamette Meridian; thence South $2^{\circ}00'$ East 351.9 feet to an iron pipe on the riverbank; thence following the meanderings of the Washougal River downstream North $31^{\circ}22'00''$ West 344.0 feet; thence North $42^{\circ}00'05''$ West 192.0 feet to a point; thence North $51^{\circ}25'00''$ West 33.91 feet; thence North $36^{\circ}45'00''$ East 299.79 feet; thence South $5^{\circ}17'00''$ East 173.56 feet to an iron pipe; thence South $34^{\circ}39'40''$ East 216.28 feet to the point of beginning.

EXHIBIT "B"

Skamania County, Washington:

Beginning at a point marked by an iron pipe which was formerly the centerline of a 30 foot road, said pipe being 198.4 feet South and 159 feet West of the section corner common to Sections 31 and 32, Township 2 North, Range 5 East of the Willamette Meridian, and Sections 5 and 6, Township 1 North, Range 5 East of the Willamette Meridian; thence North $34^{\circ}39'40''$ West 216.28 feet to an iron pipe; thence North $5^{\circ}17'00''$ West 173.56 feet to the true point of beginning; thence South $36^{\circ}45'00''$ West to a point on the Northern boundary of the Washougal River; thence following the meanderings of the Washougal River downstream North $51^{\circ}25'00''$ West 72.19 feet; thence North $69^{\circ}59'00''$ West 174 feet to an iron pipe; thence South $67^{\circ}54'00''$ West 59.7 feet; thence North $48^{\circ}54'00''$ East 260.20 feet to an iron pipe; thence North $36^{\circ}45'$ East 185 feet to an iron pipe in the center of a 30 foot used roadway; thence following the centerline of said road South $66^{\circ}24'00''$ East 34.1 feet to an iron pipe; thence South $40^{\circ}41'$ East 171.1 feet to an iron pipe; thence departing from said road South $5^{\circ}17'$ East 26.64 feet to the true point of beginning.