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SKAMANA CO. WASH
BY *Kielpriski & Woodrich*

SEP 15 2 26 PM '99

Olson
GARY H. OLSON

REAL ESTATE EXCISE TAX

AFTER RECORDING MAIL TO:

Kielprinski & Woodrich
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

PAID *N/A*
AK. Depot
SKAMANA COUNTY TREASURER

Document Title(s) or transactions contained therein:

Well Easement and Maintenance Agreement

Grantor(s): [Last name first, then first name and initials]

Prothero, Jr., William
Deems, Lydia May
Baumsteiger, Ronald
Baumsteiger, Suzanne

Grantee(s): [Last name first, then first name and initials]

Prothero, Jr., William
Deems, Lydia May
Baumsteiger, Ronald
Baumsteiger, Suzanne

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/¼/¼]

Reference Number(s) of Documents Assigned or Released:
[Bk/Pg/Aud#]

Lot 3/Book 3/Page 181
Lot 8/Book 3/Page 181

Assessor's Property Tax Parcel/Account Number(s):

Signed ☒
Indexed ☒
Audited ☒
Filed ☒
Noted ☒

WELL EASEMENT AND MAINTENANCE AGREEMENT

This agreement is between William A. Prothero Jr. and Lydia May Deems (couple), husband and wife (herein "01"), and Ronald Baumsteiger and Suzanne Baumsteiger (spouse), husband and wife ("02").

RECITALS

- 01 is the owner of Lot 3 of the Charles Seward SHORT PLAT, recorded in Book 3 of Plats, Page 181, of Skamania County Deed Records, Washington.
- 02 is the owner of Lot 8 of the of the Charles Seward SHORT PLAT, recorded in Book 3 of Plats, Page 181, of Skamania County Deed Records, Washington.
- There is a well situated on 01's Lot 3 which has been approved by the State of Washington to serve two (2) single family dwellings;
- The parties desire to enter into this agreement for their mutual benefit;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Gary H. Martin, Skamania County Assessor

Date 4-15-99 Parcel # 3-03-2081-211

- OWNERSHIP/NON-EXCLUSIVE USE.** The well situated on Lot 3 of the Charles Seward SHORT PLAT, together with the pump house, pump, water lines, distribution system and all appurtenances and equipment relating thereto, except the water lines serving each individual house, shall be owned equally by and shall be for the mutual and non-exclusive use and benefit of one single family dwelling on each of Lots 3 and 8 of the Charles Seward SHORT PLAT. The uses to which the well and water system shall be put are for normal domestic water supply to single family residences, including landscaping and household garden use.
- USE RESTRICTIONS.** A 100' radius around the well shall at all times be preserved from contamination due to cesspools, sewer privies, septic tank, drain fields, manure piles, garbage of any kind, as well as, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping of fowls or animals, or storage of liquid or dry chemicals, herbicides or insecticides. All well users shall abide by such restrictions as may from time to time be enacted by any civil authority relative to the preservation of wells from contamination.
- EASEMENT.** 01, as owner of Lot 3, hereby grants, bargains, sells and conveys to 02, as owners of Lot 8, a non-exclusive easement for ingress, egress, and utilities, ten (10) feet in width over and in Lot 3 to the existing well and all its appurtenances. The center line of said easement shall be the water pipe presently located on Lot 3 for the purpose of carrying water from the well to Lot 8. Any party shall, after any use of said easement, restore the easement to its pre-existing condition at the party's sole cost and expense.
- TERM.** The term of this agreement shall be perpetual and without limit and shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties and shall constitute covenants running with each of the parcels described above. This agreement represents the entire

understanding of the parties and shall continue as an encumbrance against their respective lands terminable only upon mutual written agreement.

5. **INSTALLATION OF ELECTRIC METERS.** An electric meter will be installed at the pump house to measure electricity usage by the well pump and pumphouse heater.
6. **CONSERVATION/EXCESS USE.** In the event of a water shortage, each party agrees to restrict water use as much as possible in order to meet the basic water needs of both parties.
7. **SHARING OF INITIAL COST OF WELL INSTALLATION.** O1 and O2 will each pay 50% of the cost of all well water system components. Piping and/or trenching to each house is not included. On the date of August 15, 1999, current expenses are:

Well drilling	\$5,766.23
Pump and controller installation	\$2,039.54
Pumphouse construction	\$3,104.79
W.A.V.E. well permit	\$235.00
Total:	\$11,145.56

Because O1 has paid the above amounts, O2 agrees to pay O1 the amount of \$5,572.78 plus additional costs for completing the installation of pressure tanks and related plumbing, and electrical hookup.

8. MAINTENANCE FEES & COSTS

- A. Each party will be solely responsible for maintenance and repair of his own individual water, from the point where the pipes hook into the pump.
- B. O1 and O2 agree to share well electricity costs equitably, in approximate proportion to their usage. Electricity for the well will be connected through the electric meter of Lot 3 and paid by O1. O1 agrees to maintain an active electrical connection to the well, except in the event of local power failure or similar condition beyond O1's control. Electricity costs will be computed by measurements at the pumphouse electric meter and prevailing electricity rates. It is intended that when only one house is occupied (but not both), the owner of the occupied house will pay for electricity usage. When neither, or both house(s) are occupied, electricity costs will be shared equally. The electric meter at the pumphouse will be read at convenient intervals and O1 will provide O2 with copies of the electric bill and O2 agrees to reimburse O1 within 60 days.
- C. Costs for well maintenance and repairs will be shared equally by O1 and O2. If the well system should fail when either O1 or O2 are absent from the property, the owner who is in residence shall have the right to have the system repaired. The absent owner will, upon receipt of the bill for repair, will send 50% of the amount to the resident owner.
- D. **OWNER 1 WILL SERVE AS MANAGER** of the well system, unless O1 and O2 agree that O2 will be manager.

- E. The manager shall have the right to terminate any party's water service in the event of any default under the terms of this agreement. It is agreed that the costs and expenses provided in this agreement shall be a lien upon the lot of each of the parties and in the event of a failure or refusal by any party to pay any sum due hereunder, a notice of lien may be recorded with the Auditor of Skamania County and foreclosed in the manner provided for mechanic's liens. The prevailing party in such action or in any action arising under this agreement shall be entitled to reimbursement for costs and reasonable attorney fees.
9. RELEASE OF LIABILITY. Each of the parties shall release and hold the others harmless from any liability arising out of the use, maintenance or repair of the well and water system and the easement granted thereunder.
10. TIME. Time shall be of the essence of each and every provision thereof.

IN WITNESS WHEREOF, the parties have set their hand and seal, the day and year first above written.

William A. Prothero Jr.
William A. Prothero Jr. (OWNER 1)

On this 9th day of September, before me the undersigned, a Notary Public for the State of Washington, duly commissioned and sworn, personally appeared William Prothero

to me know to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in the certificate above written.

My commission expires: 12/01/01

Kimberly Hasell
Notary public residing at: Stevenson, WA



Lydia May Deems
Lydia May Deems (OWNER 1 SPOUSE)

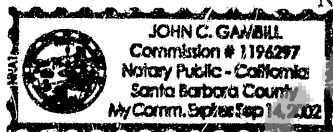
On this 30th day of August 1999, before me the undersigned, a Notary Public for the State of California, duly commissioned and sworn, personally appeared Lydia May Deems

to me know to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that She signed and sealed the said instrument as her free and and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in the certificate above written.

My commission expires:

[Signature]
Notary public residing at: Santa Barbara, CA



Ronald Baumsteiger 8/24/99
Ronald Baumsteiger (OWNER 2)

Suzanne M. Baumsteiger 8/24/99
Suzanne Baumsteiger (OWNER 2 SPOUSE)

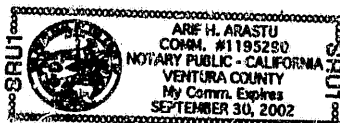
On this 24th day of AUGUST 1999, before me the undersigned, a Notary Public for the State of CALIFORNIA, duly commissioned and sworn, personally appeared RONALD BAUMSTEIGER AND SUZANNE BAUMSTEIGER

to me know to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that THEY signed and sealed the said instrument as THEIR free and and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year in the certificate above written.

My commission expires: 9.30.2002

[Signature]
Notary public residing at: MORRIS, CA



Well Easement and Maintenance Agreement

WP LD RD RB [Signature]