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GARY H. OLSON

Filed for Record at request of:

CHRISTOPHER R. LANZ
Attorney at Law
PO Box 848
Stevenson, WA 98648

Supplemental
Indexed ☒
Recorded ☒
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Noted ☒

Water Well Easement and Agreement

THIS AGREEMENT is entered in this 7th day of September, 1999 by and between SAM OGLESBY and PHOEBE OGLESBY, husband and wife, hereinafter "GRANTOR" and KEN KNIGHT and ANGEL KNIGHT, husband and wife, hereinafter "GRANTEE".

WHEREAS, GRANTOR is the owner of certain real property situated in Skamania County, Washington described as follows:

Lot 4, KANAKA CREEK ESTATES SHORT PLAT, as recorded in Book 3, Page 17 of Short Plats, Auditor's File No. 129902, Records of Skamania County, Washington.

Tax Lot No. 03 07 25 4 0 0803 00

WHEREAS, GRANTEE is the owner of certain real property situated in Skamania County, Washington described as follows:

Lot 2 of the FERN MEADOW ESTATES SHORT PLAT, recorded in Book 3 of Short Plats, Page 336, Records of Skamania County, Washington.

Tax Lot No. 03 07 25 3 0 0108 00

WHEREAS, there is an existing unimproved well on GRANTOR's property, said well being located approximately at the following site:

KANAKA CREEK ESTATES, Lot No. 4, at a point 100 feet, more or less, north of the South line of said Lot No. 4, according to the Plat thereof, and within 10 feet, more or less, east of the West line of said Lot 4, according to the plat thereof.

WHEREAS, the parties desire to enter this agreement for their mutual benefit, in order to better define the interests and obligations of the parties with regard to the well, its appurtenances and well water, and to clarify the easement rights of GRANTEE;

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:

I. OWNERSHIP

The well and its appurtenances are jointly owned by GRANTOR and GRANTEE.

II. EXCLUSIVE USE

The water and the well and its appurtenances shall be for the mutual and exclusive use and benefit for the properties of GRANTOR and GRANTEE above described, for the normal domestic use of a maximum of one single family dwelling on GRANTOR's parcel and one single family dwelling on GRANTEE's parcel. GRANTEE shall be entitled to one-half (1/2) of the water being produced by the well.

III. LAND USE RESTRICTION

A 75 foot radius around the well shall at all times be preserved from contamination due to cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind, barns, chicken houses, rabbit hutches, pig pens or other enclosures or structures for the keeping of fowl or animals, or storage of liquid or dry chemicals, herbicides or insecticides and 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.

IV. EASEMENT

GRANTOR hereby grants, bargains, sells and conveys to GRANTEE a non-exclusive easement for ingress, egress and utilities over and in GRANTOR'S property, ten (10) feet in width on each side of any waterline as may be hereafter constructed by either party leading from the existing well and its appurtenances to GRANTEE's property. GRANTEE shall, after any use of the easement, restore the easement to its pre-existing condition at GRANTEE's sole cost and expense. Use of the easement by GRANTEE is expressly limited to access to the well and its appurtenances for the purpose of construction of any distribution system and/or for repair and maintenance of said well, appurtenances and distribution system.

V. WELL MAINTENANCE AND REPAIRS

GRANTOR and GRANTEE shall be jointly responsible for maintenance and repairs to the well and its appurtenances, exclusive of any distribution system developed subsequent to this Agreement.

VI. DISTRIBUTION SYSTEM

Since the well, at the time of this Agreement, is established but undeveloped, GRANTOR and GRANTEE agree that the following provisions shall apply to the subsequent development of any distribution system:

- 6.1 The State of Washington, through its duly constituted licensing agency, may require a "Group B" water distribution system to be installed, and should this type water system be required, either GRANTOR or GRANTEE may initiate installation under this requirement, and all costs shall be split evenly among the parties; and
- 6.2 (a) should the GRANTOR and GRANTEE mutually consent to the establishment of a single distribution system to serve the properties of both the GRANTOR and GRANTEE, the ownership and costs associated with the development, operation including payment of utilities, maintenance and repair of the distribution system shall be shared equally between the GRANTOR and GRANTEE; or
- (b) in the alternative, should the GRANTOR or GRANTEE, either jointly or severally, decide to establish separate distribution systems to separately serve each property, then the GRANTOR and GRANTEE shall individually own and pay the costs associated with the development, operation including payment of utilities, maintenance and repair of their separate distribution systems.

VII. RELEASE OF LIABILITY

GRANTEE shall release and hold GRANTOR harmless from any liability arising out of the use, maintenance or repair of the well and water system and the easement granted hereunder; and GRANTOR shall release and hold GRANTEE harmless from any liability arising out of the use, maintenance or repair of the well and water system and the easement granted hereunder.

VIII. TERM

The term of this Agreement shall be perpetual and without limit, so long as the well provides sufficient potable water, and shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties, and shall constitute a covenant running with the lands of GRANTOR and GRANTEE above described. 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, so long as the well provides sufficient potable water.

IX. TIME OF THE ESSENCE

Time shall be of the essence of each and every provision hereof.

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

GRANTOR:

Sam Oglesby
SAM OGLESBY

Phoebe Oglesby
PHOEBE OGLESBY

GRANTEE:

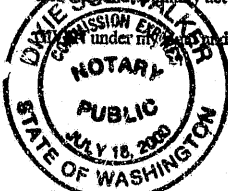
Ken Knight
KEN KNIGHT

Angel Knight
ANGEL KNIGHT

STATE OF WASHINGTON)

County of Skamania)

On this day personally appeared before me SAM OGLESBY and PHOEBE OGLESBY, 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 7th day of September, 1999.

David Lee Waesche
Notary Public for Washington

Residing at WHITE Salmon

My commission expires 7-18-2000

STATE OF WASHINGTON)

County of Skamania)

On this day personally appeared before me KEN KNIGHT and ANGEL KNIGHT, 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 13th day of September, 1999.



Paula Seaman
Notary Public for Washington

Residing at Stevenson

My commission expires 10-8-2001