

5588

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No. 2787
TRANSACTION EXCISE TAX

EASEMENT AND AGREEMENT FOR
JOINT USE OF WELL

Amount Paid *none*
Mater. & *Site*
Skamania County Treasurer
By *Shirley D. Melling*

This agreement made and entered into this first day of July, 1959, by and between MELDRUM CLAYTON DUBAY and ELSIE E. DUBAY, husband and wife, hereinafter referred to as the Parties of the First Part and J. FLOYD RICHARDS and BARBARA J. RICHARDS, husband and wife, hereinafter referred to as the Parties of the Second Part;

WITNESSETH:

WHEREAS the Parties of the First Part are the record owners of the following described real property located in Skamania County, State of Washington:

Beginning at the southwest corner of Lot 9 of Normandy Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, thence westerly along the northerly line of Primary State Highway No. 8 a distance of 310 feet to the initial point of the tract hereby described; thence westerly along the northerly line of said highway a distance of 35 feet; thence at right angles northerly a distance of 114 feet; thence easterly and parallel to the northerly line of said highway a distance of 35 feet; thence southerly a distance of 114 feet, more or less, to the initial point; said tract being located in Section 22, Township 2 North, Range 7 E. W. M.;

AND WHEREAS the Parties of the Second Part are the record owners of the following described real property located in Skamania County, State of Washington:

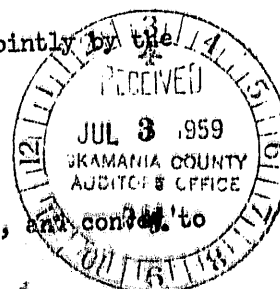
Beginning at the southwest corner of Lot 9 of Normandy Tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, thence westerly along the northerly line of Primary State Highway No. 8 a distance of 262 feet to the initial point of the tract hereby described; thence westerly along the northerly line of said highway a distance of 48 feet; thence at right angles northerly a distance of 64 feet; thence easterly and parallel to the northerly line of said highway a distance of 48 feet; thence southerly a distance of 64 feet, more or less, to the initial point; said tract being located in Section 22, Township 2 North, Range 7 E. W. M.;

AND WHEREAS the Parties of the First Part and of the Second Part heretofore through their joint efforts have constructed on the tract of land first above described a well, pump house, and domestic water system for the purpose of supplying water to the dwelling houses located on each of the tracts of land above described;

AND WHEREAS said well and domestic water system is now in use jointly by the Parties of the First Part and of the Second Part;

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

- (1) The Parties of the First Part hereby grant, bargain, sell, and convey to



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the Parties of the Second Part, their heirs, and assigns, an easement for a water pipeline one (1) inch in diameter as now existing and constructed over and across the tract of land first above described together with the right to repair and maintain the same.

(2) In consideration of the mutual covenants hereof and the easement hereby granted the Parties of the Second Part, for themselves, their heirs, and assigns, hereby covenant and agree to pay for all electricity used in the operation of the said water system.

(3) In consideration of the joint efforts of the Parties of the First Part and of the Second Part and the expenditures of money and labor heretofore made in the construction of said well, pump house, and domestic water system, it is mutually agreed that both parties shall be entitled to use the same for the purpose of furnishing water to the dwelling houses constructed on their respective properties; and it is agreed that the Parties of the First Part and of the Second Part shall share on an equal basis all costs of maintenance, provided however, that the Parties of the Second Part shall pay for the cost of electricity.

(4) Each of the Parties to this agreement shall be entitled to one-half ($\frac{1}{2}$) of the water rising in the aforesaid well.

(5) Each of the Parties to this agreement shall be responsible for and shall maintain the water pipeline leading to their respective houses except such portion thereof as may be in joint use.

IN WITNESS WHEREOF the Parties of the First Part and the Parties of the Second Part have executed this agreement in duplicate at North Bonneville, Washington, on this first day of July, 1959.

Meldrum Clayton DuBay
MELDRUM CLAYTON DuBAY

Elsie E. DuBay
ELSIE E. DuBAY

J. Floyd Richards
J. FLOYD RICHARDS

Barbara J. Richards
BARBARA J. RICHARDS

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STATE OF WASHINGTON
County of Skamania ss.

I, the undersigned a notary public in and for the State of Washington, hereby certify that on this 1st day of July, 1959, personally appeared before me Meldrum Clayton DuBay and Elsie E. DuBay, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the use and purpose therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Rahut J. Salomon
Notary Public in and for the State of Washington, residing at Stevenson therein.

STATE OF WASHINGTON
County of Skamania ss.

I, the undersigned a notary public in and for the State of Washington, hereby certify that on this 1st day of July, 1959, personally appeared before me J. Floyd Richards and Barbara J. Richards, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Rahut J. Salomon
Notary Public in and for the State of Washington, residing at Stevenson therein.