

A G R E E M E N T

THIS AGREEMENT made and entered into this 21st day of February, 1972, by and between REUBEN M. COGSWELL and RAYMA R. COGSWELL, husband and wife, hereinafter referred to as Cogswell, and LEWIS FJELDHEIM and SANDRA J. FJELDHEIM, husband and wife, hereinafter referred to as Fjeldheim, and CLARENCE E. BRADSHAW, a single man, hereinafter referred to as Bradshaw:

W I T N E S S E T H:

WHEREAS, all of the parties to this agreement are either owners or contract purchasers of real property in the East Half of the Southeast Quarter of the Southwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E. W. N.; and

WHEREAS, all of the parties to this agreement desire to establish and confirm the existence of reciprocal easements and rights of way for water pipelines leading from an existing spring and water source and a 1,300 gallon buried supply tank located near the northwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 8;

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. It is agreed by and between the parties hereto that Bradshaw shall have an easement and right of way for a water pipeline for domestic purposes and the right to repair and maintain the same, said easement and right of way being more particularly described in deed dated February 18, 1963, and recorded at page 124 of Book 51 of Deeds, Records of Skamania County, Washington, and being appurtenant to the following described real property located in Skamania County, Washington:

A tract of land located in the East Half of the Southeast Quarter of the Southwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E. W. N., described as follows:

Beginning at the southwest corner of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 8; thence north along the west line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 8 a distance of 325.4 feet; thence east at a 90° angle turned from the aforesaid west line 170 feet; thence south 02° 49' West 325 feet to the south line of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 8; thence west along the afore said south line 154 feet to the point of beginning.

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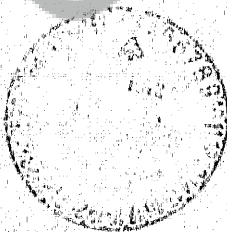
2. It is agreed by and between the parties hereto that Fjeldheim shall have the right and privilege to take water from the aforesaid spring and waterworks through a water pipeline as now constructed, and not exceeding 2 inches in diameter for use on the following described real property located in Skamania County, State of Washington:

The north 495 feet of the East Half of the Southeast Quarter of the Southwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E. W. M.

3. It is agreed by and between the parties hereto that Cogswell, the record owner of all of the remaining real property located in the East Half of the Southeast Quarter of the Southwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 8, Township 1 North, Range 5 E. W. M. shall have the right to take water for domestic and other purposes from the aforesaid spring and an easement and right of way for a water pipeline not exceeding 2 inches in diameter crossing the Fjeldheim property, said right to be appurtenant to such dwelling units as may hereafter be constructed by Cogswell, his heirs and assigns.

4. The expense of repair, maintenance and reconstruction, if any, of the spring and waterworks at said water source shall be shared equally by and between all of the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF the parties hereto have signed and sealed this agreement the day and year first above written.



(SEAL)

(SEAL)

(SEAL)

Paula J. Fjeldheim
(SEAL)

(SEAL)

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STATE OF WASHINGTON)
) ss.
 County of CLATSOP)

On this day personally appeared before me RICHARD M. COGSWELL and RAYNA R. COGSWELL, 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 11th day of April, 1972.

Notary Public in and for the State of Washington,
 residing at

STATE OF WASHINGTON)
) ss.
 County of CLATSOP)

On this day personally appeared before me LEWIS FJELDHEIM and SANDRA J. FJELDHEIM, 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 11th day of April, 1972.

Notary Public in and for the State of Washington,
 residing at

STATE OF WASHINGTON)
) ss.
 County of CLATSOP)

On this day personally appeared before me CLARENCE E. BRADSHAW, a single man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of April, 1972.

Notary Public in and for the State of Washington,
 residing at CAMAS WASHINGTON