

AGREEMENT

This Agreement made and entered into this 15th day of June, 1965, by and between DENNIS V. McEVOY, JR., and RHODA E. McEVOY, husband and wife, hereinafter referred to as the parties of the first part, and CONRAD LUNDY, JR., and ELOISE W. LUNDY, husband and wife, hereinafter referred to as the parties of the second part, and GARY R. HEGEWALD and JUDITH A. HEGEWALD, husband and wife, hereinafter referred to as the parties of the third part, and KARL W. BIALKOWSKY and SUZANNE H. BIALKOWSKY, husband and wife, hereinafter referred to as the parties of the fourth part:

WITNESSETH:

WHEREAS, the parties of the first part heretofore at their own expense have surveyed, constructed and installed a four inch water main to the westerly corner of Lot 38 of HILLTOP MANOR according to the amended plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, at page 110 of Book A of Plats, Records of Skamania County, Washington, and are now the record owners of the following described real property in Skamania County, Washington:

A tract of land in Section 36, Township 3 North, Range 7 $\frac{1}{2}$ E. W. M., more particularly described in deed dated February 10, 1953, and recorded at page 168 of Book 36 of Deeds, Records of Skamania County, Washington.

AND WHEREAS, the parties of the second part are the record owners of the following described real property in Skamania County, Washington:

Lots 1 and 2 of STRAWBERRY HILL TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, in Section 36, Township 3 North, Range 7 $\frac{1}{2}$ E. W. M.

AND WHEREAS, the parties of the third part are the record owners of the following described real property in Skamania County, Washington:

Lot 5 of STRAWBERRY HILL TRACTS according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, in Section 36, Township 3 North, Range 7 $\frac{1}{2}$ E. W. M.

AND WHEREAS, the parties of the fourth part are the record owners of the following described real property in Skamania County, Washington:

All that part of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 36, Township 3 North, Range 7 $\frac{1}{2}$ E. W. M., lying westerly of

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the center of Nelson Creek;

ALSO: Beginning at a point 165 feet east of the center post as established in the said Section 36; thence south $37^{\circ} 41'$ east 300 feet; thence south $64^{\circ} 22'$ east 190 feet; thence south $76^{\circ} 36'$ east 150 feet; thence north $20^{\circ} 12'$ west 165 feet; thence north $32^{\circ} 02'$ west 217 feet to the center line east and west of the said Section 36; thence west 322 feet to the point of beginning;

EXCEPTING the following described tract: Beginning at the center of the said Section 36; thence east on center line of said section 175 feet; thence south $37^{\circ} 41'$ east 107.5 feet; thence north $8^{\circ} 55'$ east 5 feet to the initial point of the tract hereby described; thence south $35^{\circ} 40'$ east 110 feet; thence south $48^{\circ} 22'$ east 120 feet; thence south $67^{\circ} 30'$ east 193 feet; thence south $76^{\circ} 36'$ east 84 feet; thence north $20^{\circ} 12'$ west 185 feet; thence north $32^{\circ} 02'$ west 139 feet; thence south 86° west 279 feet to the initial point.

AND WHEREAS, the parties of the first, second, third, and fourth parts now desire to enter into a cooperative agreement to extend the water line owned by the parties of the first part to the end that water service from the Town of Stevenson may be made available to the real property above described.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The parties of the first part agree to contribute the sum of Seven Hundred and No/100 (\$700.00) Dollars toward the construction of the proposed water system; the parties of the second part agree to contribute the sum of Two Hundred and No/100 (\$200.00) Dollars toward the construction of the proposed water system; the parties of the third part agree to contribute the sum of Two Hundred and No/100 (\$200.00) Dollars toward the construction of the proposed water system; and the parties of the fourth part agree to contribute the sum of Five Hundred Fifty and No/100 (\$550.00) Dollars toward the construction of the proposed water system. The water system to be constructed shall consist of a two and one-half inch water main from the westerly corner of Lot 38 of Hilltop Manor along Montal Terrace to Strawberry Road, and a two inch water main along Strawberry Road to intersection with the center line of Section 36, Township 3 North, Range 14 E. W. M., and a one and one-fourth inch water line for a distance of approximately

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600 feet to the angle corner of a private road leading to the real property owned by the parties of the first part; and a one inch water line to the residence of the parties of the first part. The parties of the second part and of the fourth part shall have the privilege of installing two (2) service connections for dwelling houses now or hereafter constructed on their respective properties; and the parties of the first part and of the third part shall have the privilege of installing service connections for a single dwelling only. The cost of installation for the service connections shall be assumed and paid by the parties to this agreement and shall not be paid for from the sums deposited by them pursuant to this agreement.

2. The parties of the fourth part hereby gives and grants an easement to the parties of the first part for a water pipeline not exceeding one inch in diameter leading from the center of Section 36, Township 3 North, Range 7 $\frac{1}{2}$ E. W. M., along the existing road to the dwelling house of the parties of the first part.

3. It is agreed that title to the water system to be constructed pursuant to this agreement shall remain in the parties of the first part and that no additional service connections shall be made to the water system when constructed except with the express written consent of all the parties hereto; provided, however, that with the consent of the parties hereto and the payment of a reasonable connection charge the adjacent real property owned by Sam G. Melonas may be serviced from said water system.

4. It is agreed by all parties to this agreement that construction of the proposed water system shall be in compliance with all of the rules and regulations of the water department of the Town of Stevenson; and the parties to this agreement agree to pay promptly all charges for water service made by the Town of Stevenson.

5. It is agreed that the parties to this agreement shall pay the cost of any maintenance and repair required after construction of the proposed water system in proportion to the contributions of each set forth in paragraph one above. This agreement shall be binding upon the successors and assigns of the parties hereto.

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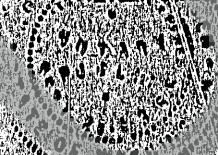
IN WITNESS WHEREOF, the parties hereto have executed this agreement in quadruplicate on the day and year first above written.

<u>Dennis V. McEvoy, Jr.</u> DENNIS V. McEVoy, JR.	<u>Conrad Lundy, Jr.</u> CONRAD LUNDY, JR.
<u>Rhoda E. McEvoy</u> RHODA E. McEVoy	<u>Eloise W. Lundy</u> ELOISE W. LUNDY
<u>Judy R. Hegeman</u> JUDY R. HEGEMAN	<u>Karl W. Bialkowski</u> KARL W. BIALKOWSKY
<u>Judith A. Hegeman</u> JUDITH A. HEGEMAN	<u>Suzanne H. Bialkowski</u> SUZANNE H. BIALKOWSKY

STATE OF WASHINGTON)
County of Skamania)

On this day personally appeared before me DENNIS V. McEVoy, JR. and RHODA E. McEVoy, 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 _____ day of June, 1965.

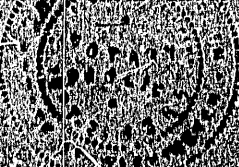


Robert J. Salmon
Notary Public, in and for the State of Washington, residing at Stevenson therein.

STATE OF WASHINGTON)
County of Skamania)

On this day personally appeared before me CONRAD LUNDY, JR. and ELOISE W. LUNDY, 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 _____ day of June, 1965.

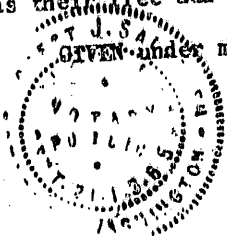


Robert J. Salmon
Notary Public, in and for the State of Washington, residing at Stevenson therein.

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STATE OF WASHINGTON }
County of Skamania } ss.

On this day personally appeared before me CARL R. HEGEWALD and JUDITH A. HEGEWALD, 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.

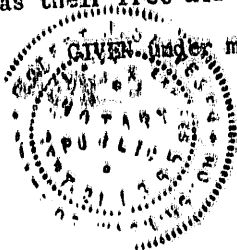


GIVEN under my hand and official seal this 12th day of June, 1965.

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

STATE OF WASHINGTON }
County of Skamania } ss.

On this day personally appeared before me KARL W. BIALKOWSKY and SUZANNE H. BIALKOWSKY, 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 12th day of June, 1965.

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

Wm. C. McHenry Jr.

Amos Henry Hall

STATE OF WASHINGTON
COUNTY OF SPOKANE

IN SENATE
JANUARY 19 1905

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