

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM C. STEUER AND ANNA RUTH STEUER, husband and wife, hereinafter called "First Parties" and HOWARD M. LISMAN AND EILEEN D. LISMAN, husband and wife, hereinafter called the "Second Parties", agree as follows:

WHEREAS, the First Parties are the owner of the following described real property located in Skamania County, Washington, to-wit:

The Westerly 580 feet of the Northwest quarter of the Northwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 E.W.M.

hereinafter designated as Tract "A"; and

WHEREAS, the Second Parties are the owners of the following described real property located in Skamania County, Washington, to-wit:

A tract of land located in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 33, Township 2 North, Range 5 E.W.M., described as follows: Beginning at a point 209 feet east of the southwest corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 33; thence east 371 feet, more or less, to the westerly line of access road easement granted to Joseph Z. Gerber and Hazel Gerber, husband and wife, by deed dated November 1, 1939, and recorded at page 196 of Book 29 of Deeds, Records of Skamania County, Washington; thence north 200 feet, more or less, to intersection with the county road known and designated as the Washougal River Road; thence westerly along the southerly line of said road to a point due north of the point of beginning; thence south to the point of beginning.

hereinafter referred to as Tract "B"; and

WHEREAS Tract "A" lies North of Tract "B", across the County Road, and the house located on Tract "B" receives its water supply from a spring located on Tract "A"; and

WHEREAS, the parties hereto are desirous of entering into an agreement relative to the furnishing of said water to Tract "B";

NOW, THEREFORE, in consideration of the sum of \$10.00 and other good and sufficient consideration paid this date of Second Parties to the First Parties, receipt whereof if hereby acknowledged, it is specifically agreed as follows:

That the First Parties, their heirs, administrators, executors and assigns, agree to furnish to the Second Parties, their heirs, administrators, executors and assigns, water from a spring located on Tract "A" above described, through not less than a 3/4" pipe line running from said spring to the house located on Tract "B" above described..

It is specifically agreed that the Second Parties shall have the right to enter upon Tract "A" above described for the purpose of maintaining, improving and/or repairing said pipe line.

It is further understood and agreed by the parties hereto that the First Parties do not warrant or guarantee that the water from said spring is fit for human consumption and there are no warranties of any kind in connection therewith. The First Parties do not guarantee that there will always be sufficient water for the use of the Second Parties, but so long as water is available from said spring, the Second Parties shall be entitled to the amount of water above specified.

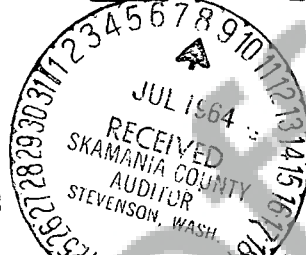
This agreement shall be considered a covenant running with the land and shall be binding upon the parties above named, their heirs, administrators, executors and assigns.

Dated this 6 day of July 1964

William C Steuer  
Anna Ruth Steuer  
First Parties

STATE OF WASHINGTON, )

COUNTY of Clark )



On this day personally appeared before me William C. Steuer and Anna Ruth Steuer, 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 6 day of July 1964

No. 4404  
**TRANSACTION EXCISE TAX**

JUL 8 1964

Amount Paid 6.00  
Michael W. Danell  
Skamania County Treasurer

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

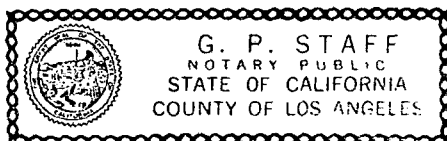
Howard M. Lisman  
Eileen D. Lisman  
Second Parties

STATE OF CALIFORNIA, )

County of Los Angeles )

On this day personally appeared before me Howard M. Lisman and Eileen D. Lisman, 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 3 day of July 1964



Notary Public in and for the State of California, my commission expires

My Commission Expires September 13, 1964  
G. P. STAFF  
Notary Public