

WATER SYSTEM EASEMENT AND AGREEMENT

This WATER SYSTEM EASEMENT AND AGREEMENT executed this date between SHANE L. KENNEDY, an unmarried man, JAMES P. BUTLER and MARGARET E. BUTLER, husband and wife, and JACK SPRING and MELBA E. SPRING, husband and wife,

W I T N E S S E T H :

WHEREAS, SHANE L. KENNEDY is purchasing by executory real estate contract from JACK SPRING and MELBA E. SPRING, husband and wife, a parcel of real property situated in Skamania County, State of Washington, more particularly described as follows:

COMMENCING at a point on the North line of the Northwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, 1090.60 feet North 88°55'59" West from the Northeast corner of said Northwest quarter of Section 34; thence South 01°18'38" West parallel to the East line of said Northwest quarter of Section 34, 118.42 feet to a point 1091.11 feet North 88°55'59" West and 118.42 feet South 01°04'01" West from the Northeast corner of said Northwest quarter as measured along the North line of said Northwest quarter and at right angles to said North line and the point of beginning for Lot 1 of Jack Spring's Short Plat recorded in Book 2, page 87; thence South 65°51'54" East 55.79 feet; thence South 21°46'51" East 156.61 feet; thence South 38°27'37" East 72.94 feet; thence South 51°12'45" West 860.00 feet, more or less, to the center line of Duncan Creek; thence Northwesterly along the center line of said creek to a point that bears South 51°56'34" West from the point of beginning; thence North 57°56'34" East 880.00 feet, more or less, to the point of beginning, containing 6.5 acres, more or less. TOGETHER WITH AND SUBJECT TO a 60.40 foot easement for ingress, egress and public utilities, over, under and across the property being 30.00 feet on each side of the Northeast boundary of the above described property.

and

WHEREAS, JAMES P. BUTLER and MARGARET E. BUTLER are purchasing by executory real estate contract from JACK SPRING and MELBA E. SPRING, husband and wife, a parcel of real property situated in Skamania County, State of Washington, more particularly described as follows:

COMMENCING at a point on the North line of the Northwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, 1090.60 feet North 88°55'59" West from the Northeast corner of said Northwest quarter of Section 34; thence South 01°18'38" West parallel to the East line of said Northwest quarter of Section 34, 118.42 feet to a point 1091.11 feet North 88°55'59" West, and 118.42 feet South 01°04'01" West from the Northeast corner of said Northwest quarter as measured along the North line of said Northwest quarter and at right angles to said North line; thence South 65°51'54" East 55.79 feet; thence South 21°46'51" East 156.61 feet; thence South 38°27'37" East 72.94 feet to the POINT OF BEGINNING of Lot 2 of Jack Spring's Short Plat recorded in Book 2, page 87; thence South 52°06'04" East 182.05 feet; thence South 35°52'35" West 87.72 feet; thence South 25°21'42" West 126.48 feet; thence

BUTLER & LAMMERS
ATTORNEYS AT LAW
SPOKANE, IDAHO

BY JAMES P. BUTLER

WITNESSES: JAMES P. BUTLER and MARGARET E. BUTLER

Noted

Noted

Noted

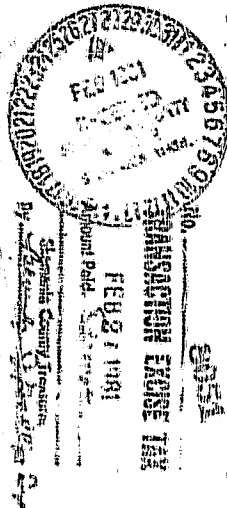
Noted

Noted

Noted

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Transferred in compliance with County Subdividing regulations to Skamania County Auditor: By: [Signature]



South 15°44'49" West 198.53 feet to a point 928.31 feet North 88°55'59" West and 810.78 feet South 01°04'01" West from the Northeast corner of said Northwest quarter of Section 34, as measured along the North line of said Northwest quarter of Section 34 and at right angles to said North line; thence North 74°15'11" West 30.00 feet; thence South 58°06'45" West 633 feet, more or less, to the center of Duncan Creek; thence Northwesterly along the center of said creek to a point that bears South 51°12'46" West from the POINT OF BEGINNING; thence North 51°12'46" East 880 feet, more or less, to the POINT OF BEGINNING. (Containing 6.5 acres, more or less)

TOGETHER WITH AND SUBJECT TO a 60.00 foot easement for ingress, egress and public utilities, over, under and across the property lying 30.00 feet on each side of the following described centerline:

BEGINNING at a point on the East line of said Northwest quarter of Section 34, South 01°18'38" West 424.45 feet from the Northeast corner of said Northwest quarter of Section 34; thence North 88°49'40" West 768.29 feet; thence North 62°06'04" West 182.05 feet; thence North 38°27'37" West 72.94 feet; thence North 21°46'51" West 156.61 feet; thence North 85°51'54" West 58.79 feet to a point 1091.11 feet North 88°55'59" West and 118.42 feet South 01°04'01" West from the Northeast corner of said Northwest quarter of Section 34 as measured along the North line of said Northwest quarter of Section 34 and at right angles to said North line, said point being the end of said 60 foot easement.

ALSO TOGETHER WITH AND SUBJECT TO a 60-foot easement for ingress, egress and public utilities over, under and across the property lying 30.00 feet on each side of the following described centerline:

BEGINNING at a point on the East line of said Northwest quarter of Section 34, South 01°18'38" West 424.45 feet from the Northeast corner of said Northwest quarter of Section 34; thence North 88°49'40" West 768.29 feet to the point of beginning for this easement; thence South 38°52'35" West 97.72 feet; thence South 25°21'47" West 126.68 feet; thence South 15°44'49" West 198.53 feet to a point 928.31 feet North 88°55'59" West and 810.78 feet South 01°04'01" West from the Northeast corner of said Northwest quarter of Section 34, as measured along the North line of said Northwest quarter of Section 34 and at right angles to said North line, said point being the end of said 60-foot easement.

and

WHEREAS, all parties hereto desire to correct a situation resulting from confusion as to the property lines between the above described parcels by which Butlers have, through mistake, drilled a well upon property being purchased by Kennedy, and the parties desiring to further provide herein for the joint use of the water from said well for the benefit of both parcels upon the terms and conditions herein contained.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. That the aforesaid well is located on the parcel of land above described being purchased by Kennedy on an executory real estate contract from Spring and that the location of said well is approximately 130 feet North of the common boundary line between the above described parcels.

2. That Kennedy and Butler shall share equally in the water produced by said well for domestic purposes on the above described parcels and will, insofar as possible, limit their respective uses of water to a quantity which will permit an uninterrupted supply of water to both properties based upon the capacity of the well.

3. That Kennedy and Butler shall share equally in the expense of the installation of a pump in said well and that upon the installation of such pump, a separate electrical metering system shall be installed for such pump and Kennedy and Butler or their respective successors in interest to the above described property shall equally share the cost of electrical service to such pump.

4. That Kennedy and Butler shall install and maintain, at the expense of each, all pipes or other equipment connecting the well to their individual parcels.

5. Shane L. Kennedy and Jack Spring and Melba E. Spring, husband and wife, being the respective contract vendor and purchaser of the above described property do hereby grant unto James P. Butler and Margaret E. Butler, husband and wife, a perpetual easement for the purpose of going upon the lands above first described at reasonable times and places for the purpose of the installation, maintenance, inspection and repair of said water system and pipes serving the property of Butler.

6. It is finally agreed that the various rights, duties and obligations hereinabove provided shall be covenants running with the land and shall be deemed appurtenant to the tracts of real property above described and shall inure to the benefit of and shall bind the parties hereto, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument this 23 day of February, 1940. 1931.

Shane L. Kennedy
Shane L. Kennedy

James P. Butler
James P. Butler

Margaret E. Butler
Margaret E. Butler

Jack Spring
Jack Spring

Melba E. Spring
Melba E. Spring

STATE OF WASHINGTON)
) ss.
 County of Clark)

On this day personally appeared before me SHANE L. KENNEDY, JAMES P. BUTLER, MARGARET E. BUTLER, JACK SPRING and MELBA E. SPRING, 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 23 day of February, 1980. /38/

Robert C. [Signature]
 Notary Public in and for the State
 of Washington, residing at Washougal.

STATE OF WASHINGTON)
 COUNTY OF CLATSOP)
 I HEREBY CERTIFY THAT THE WITHIN
 INSTRUMENT OF WRITING FILED BY
Robert C. [Signature]
 OF Washougal, Wa.
 AT 12:30 PM Feb 22 1981
 WAS RECORDED 79
 OF Deed 402
 RECORDED IN CLATSOP COUNTY
J. J. Messinger
E. Mayford DEPUTY