

94669

L. 6 645

13751

WELL DRILLING AGREEMENT

This WELL DRILLING AGREEMENT executed this date between TOM D. and RUBY A. HARRIS, husband and wife, hereinafter referred to as "Harris"; DANIEL and EVELYN ROSENSTEIL, husband and wife, hereinafter referred to as "Rosensteil"; MARIAN HART WATSON & ROBERT WATSON, wife and husband, hereinafter referred to as "Watson"; FRANK and KATHERINE A. HART, husband and wife, hereinafter referred to as "Hart" and ROGER and LORETTA MALFAIT, husband and wife, hereinafter referred to as "Malfait",

W I T N E S S E T H :

WHEREAS, the above named parties are the owners of the following lots or portions of Washougal Summer Homes, according to the duly recorded plat thereof, situated in Skamania County, Washington, to-wit:

HARRIS: Lots 15, 16 and the West half of Lot 17,

ROSENSTEIL: The East half of Lot 13 and a portion of Lot 14.

WATSON and HART:

Lot 12 and the West 1/2 of Lot 13.

MALFAIT: The remaining portion of Lot 14 and designated as Tax Lot No. 1000 of said subdivision.

WHEREAS, the parties desire to drill a well for the purpose of furnishing the domestic water requirements for one single family residence on each of the said Rosensteil, Malfait, Watson and Hart tracts, and two such single family residences on said Harris tract,

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties agree as follows:

1. That the parties will obtain the services of Ritola Well Drilling Co. of Brush Prairie, Washington, to drill such well at an expense of \$18.00 per foot for the drilling. That the well will be drilled on the aforesaid parcel of Watson and Hart as shall be determined by said well driller and at such location as shall

EX-11646

not unreasonably interfere with their use of said property. That the well will be drilled to such depth as shall be required to obtain sufficient water for the domestic requirements of said five single family residences, or until such time as the cost of drilling said well, including applicable taxes, shall total the sum of \$7,500.00. If such depth is reached without obtaining such supply of water, then no further drilling shall be done except with the further agreement of the parties.

2. That each party herein will deposit with Jefferson D. Miller, Attorney, Camas, Washington, or to such other party or agency as shall be mutually agreeable to the parties, the sum of \$1,500.00, except that Harris will deposit the sum of \$3,000.00 in view of the planned two single family residences on his said tract. That the drilling of the well will be commenced when all of said deposits have been made, and the expense of drilling said well as aforesaid will be disbursed to Ritola Well Drilling Co. when the drilling of the well has been completed. The amount to be paid to said well driller will be certified and authorized by Harris and Rosensteil. Any balance of said deposit will be applied to the expense of the water distribution system. That if a sufficient supply of water cannot be obtained at the maximum depth of said well as provided above, then this agreement shall be deemed terminated. If, however, such supply of water is obtained within such drilling limits, then the parties agree to install such pumping equipment and accessories, together with the required pipe to supply the water from said well to a point on the North line of the aforesaid properties to serve one single family residence on each such parcel, except for the Harris parcel which will include service for two such single family residences. That each party assumes and covenants to seasonably pay one-fifth (1/5) of the expense of such water system, except that Harris assumes two-fifths (2/5) thereof.

647

3. That upon the completion of said well and water distribution system, the parties will mutually share the water therefrom in proportion to their said residences and as shall reasonably meet the domestic water requirements of such residences. That the parties will likewise share in the expense for the maintenance and operation of said well and water distribution system, including electrical energy, in proportion to the residences actually using the same.

4. That the parties grant such easements as required to drill said well and for the necessary distribution system running from the well to said properties, together with mutual easements for the maintenance of said well and water distribution system. That the well and water distribution system shall be drilled and installed in compliance with applicable governmental rules and regulations as shall apply to the same. That the parties will execute and deliver such further documents as may be required to establish of record their mutual interests in said well, distribution system and the waters therefrom, including such easements on and across their respective properties for said purposes, and they will share in the expense of such documents in proportion of their said single family residences as hereinabove provided.

IN WITNESS WHEREOF, we have executed this instrument this

30th day of August, 1982.

Tom D. Harris
Tom D. Harris

Ruby A. Harris
Ruby A. Harris

Marian Hart Watson
Marian Hart Watson

Frank Hart
Frank Hart

Roger Malfait
Roger Malfait

Daniel Rosensteil
Daniel Rosensteil

Evelyn Rosensteil
Evelyn Rosensteil

Robert Watson
Robert Watson

Katherine A. Hart
Katherine A. Hart

Loretta Malfait
Loretta Malfait

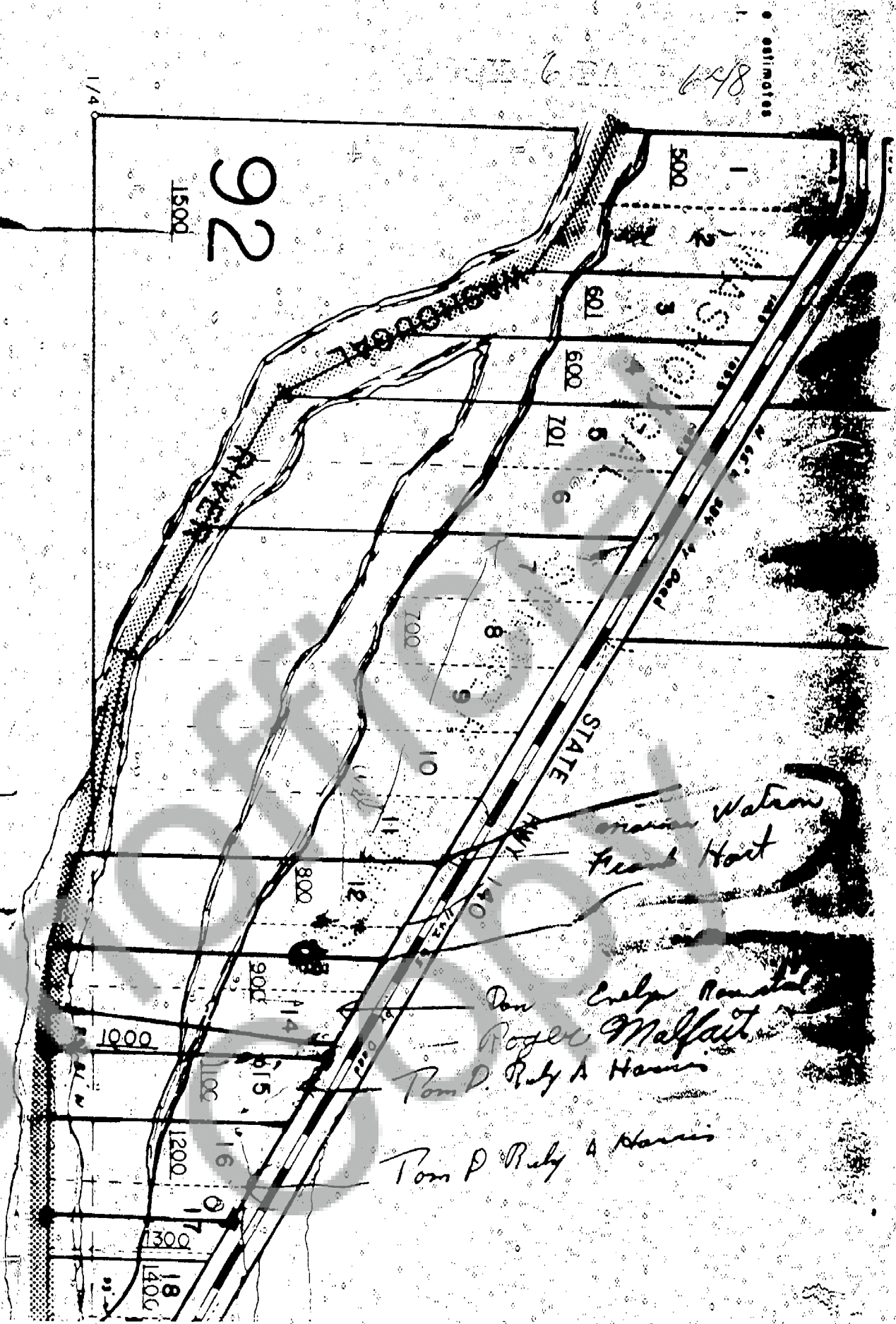
DAVID RITOLA
892-4764

14214 NE 202nd Ave
Route 1, Box 122 M
BUSH PRAIRIE, WA 98606

RITOLA WELL DRILLING CO.
HOME, IRRIGATION AND COMMERCIAL

WELL PUMP, SPLIT AND INSTALLATION

REVISED DRAFT
HUTCHES



STATE OF WASHINGTON,
County of Clark

On this day personally appeared before me Tom D. Harris and Ruby A. Harris
to me known to be the individual s 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 30th day of August 1982

William D. Doane
Notary Public in and for the State of Washington,
residing at Vancouver

ACKNOWLEDGMENT - INDIVIDUAL
FIRST AMERICAN TITLE COMPANY
WA - 46