

WELL AGREEMENT AND EASEMENT

This WELL AGREEMENT AND EASEMENT executed this date between EDWIN C. DEXTER and RUTH E. DEXTER, husband and wife, hereinafter referred to as "Dexter", and MILLARD E. CHRISTAL and VERNA M. CHRISTAL, husband and wife, hereinafter referred to as "Christal",

W I T N E S S E T H :

WHEREAS, Dexter is the owner of the following described parcels of real property situated in Skamania County, Washington, to-wit:

PARCEL A

A tract of land located in the Northwest quarter of the Southwest quarter (NW 1/4 SW 1/4) of Section 26, Township 2 North, Range 5 E.W.M., described as follows:

BEGINNING at a point on the West line of said Section 26 South 792.6 feet from the quarter corner common to Sections 26 and 27, Township 2 North, Range 5 E.W.M.; thence South 67°53' East 377.2 feet to a point on the meander line of the Washougal River, said point being the initial point of the tract hereby described; thence North 67°53' West 300 feet; thence in a Northerly direction to a point 592.6 feet South and 91.2 feet South 67°53' East of the aforesaid quarter corner, said point being the Southwesterly corner of a tract of land conveyed to Russell D. Ward and Viretta M. Ward, husband and wife, by deed recorded at page 322 of Book 35 of Deeds, Records of Skamania County, Washington; thence South 67°53' East 300 feet to a point on the meander line of the Washougal River; thence Southerly along the meander line of the Washougal River to the initial point.

PARCEL B

A tract of land located in the Northwest quarter of the Southwest quarter (NW 1/4 SW 1/4) of Section 26, Township 2 North, Range 5 E.W.M., described as follows:

BEGINNING at a point on the West line of said Section 26 South 992.6 feet from the quarter corner common to Sections 26 and 27, Township 2 North, Range 5 E.W.M.; thence South 67°53' East 307.5 feet to a point on the meander line of the Washougal River, said point being the initial point of the tract hereby described and the Northeasterly corner of a tract of land conveyed to Millard E. Christal, et ux, by deed recorded at page 328 of Book 35 of Deeds, records of Skamania County, Washington; thence North 67°53' West 307.5 feet to intersection with the West line of the said Section 26; thence Northeasterly to a point South 67°53' East 77.2 feet from a point on the West line of said Section 26 South 792.6 feet from the aforesaid quarter corner; thence South 67°53' East along the Southerly line of a tract of land conveyed to Raymond A. Montgomery, et ux, by deed recorded at page 330 of Book 35 of Deeds, records of Skamania County, Washington.



Transaction in compliance with County subdivision ordinances

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ton, to a point on the meander line of the Washougal River; thence in a Southwesterly direction following the meander line of the Washougal River to the initial point, and

WHEREAS, Christal is the owner of the following described tract of real property situated in said County and State and which lies immediately South of the above described Parcel B, to-wit:

PARCEL C

2-5-26-1500 BEGINNING at a point on the section line between Sections 26 and 27, T2N, R5E WM, which point is 992.6 feet South of the quarter section corner common to Sections 26 and 27; running thence South 67°53' East, 307.5 feet to a point on the meander line of the Washougal River, which point is the true place of beginning; running thence North 67°53' West, 307.5 feet to a point on the section line between Sections 26 and 27; running thence South 242.7 feet along said section line to a point on the meander line of the Washougal River; thence Easterly and Northerly along the meander line of the Washougal River to the true place of beginning, and

WHEREAS, Dexter has drilled a well for domestic water purposes on the above described Parcel A, and the parties desiring to provide herein for the use of water from said well for the use and benefit of the aforesaid Parcel C,

NOW THEREFORE, for and in consideration of the mutual agreements herein contained and the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Dexter does hereby grant and convey unto Christal a perpetual right and privilege to take and use water from the aforesaid well for the reasonable domestic purposes of one (1) single family residence on the aforesaid Parcel C, together with a perpetual easement to lay and maintain a water pipeline running from said Parcel C across said Parcels B and A to said well, including the right of entering upon said parcels at reasonable times for the maintenance of said well and pipeline. The parties further agree as follows:

1. The rights to take and use water as herein granted are limited to the reasonable domestic household water requirements for one (1) single-family residence on said Parcel C, and shall not include the privilege of using such water for irrigation or other non-household purposes.
2. The parties herein will share equally in the expense for the maintenance and operation of said well and its pumps and accessories, and the parties will share in the expense for the electricity of the pump in proportion to their consumption of water from said well.
3. Neither party by the execution of this document assumes any responsibility to the other party as to the quality or quantity of water produced from said well.
4. The rights, privileges and obligations as provided herein shall be appurtenant to and deemed to be covenants running with the aforesaid parcels, and the same shall inure to and shall

