

## QUIT CLAIM DEED

The Grantors, LARRY E. WORLEIN and JULIE M. WORLEIN, husband and wife, CHARLES I. ROCKWELL and ROBERTA R. ROCKWELL, husband and wife, DARRELL R. ROBB and LAURIE ROBB, husband and wife, GREGORY L. VANDAAM and DORIS J. VANDAAM, husband and wife, WILLIAM R. BISHOP, LLOYD PICKETT, RICHARD STANTON and DAVID STANTON, for and in consideration of the terms and agreements set out in that Compromise and Settlement Agreement, entered into by the parties and filed in Superior Court of the State of Washington for Skamania County, Cause No. 85-2-00006-6 on January 26, 1987, attached hereto as Exhibit "A" and incorporated herein by reference, hereby convey and quit claim to DUGGAN FALLS WATER SYSTEM, a Washington non-profit corporation, all of their interest in the following described real estate, situated in the County of Skamania, State of Washington:

Commencing at a point on the North line of Section 14, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, which point is 30 feet East of the Northeast corner of Lot 19 of the Plat of HIDEAWAY ON WASHOUGAL according to the Plat thereof recorded in Book "A" of Plats on page 151 and running thence East along the section line 170.02 feet to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 14; thence along the West 16th line South 00°22'30" West 193.44 feet to the North line of the Washougal River Road; thence Southwesterly along the Northerly line of said road a distance of 181.54 feet to a point due South of the point of beginning; thence North 271.21 feet to the point of beginning, the same being the "Well Site" as shown on said recorded plat.

SUBJECT TO covenants, conditions and restrictions of record.

TOGETHER WITH the well, pumphouse, all water, water rights, appropriations, water storage facilities, pipes and connected equipment appertaining to the water system serving the said Hideaway on the Washougal, Hideaway II and Whispering Hills River Estates and easements on, connected with, or usually had and enjoyed in connection with said water system and the real property herein

11558  
REAL ESTATE EXCISE TAX  
SEP 18 1987

AID

SKAMANIA COUNTY TREASURER

-1-

FILED FOR RECORD  
BY *J. K. Lippin*  
SEP 18 3 18 PM '87  
*H. Johnson*  
CLERK  
CARY M. OLSON

described, wheresoever located.

Dated this 15th day of September, 1987.

Larry E. Worlein  
LARRY E. WORLEIN

Julie M. Worlein  
JULIE M. WORLEIN

Darrell R. Robb  
DARRELL R. ROBB

Laurie Robb  
LAURIE ROBB

William R. Bishop  
WILLIAM R. BISHOP

Richard Stanton  
RICHARD STANTON

Charles I. Rockwell  
CHARLES I. ROCKWELL

Roberta R. Rockwell  
ROBERTA R. ROCKWELL

Gregory L. Vandaam  
GREGORY L. VANDAAM

Doris J. Vandaam  
DORIS J. VANDAAM

Lloyd Pickett  
LLOYD PICKETT

David Stanton  
DAVID STANTON

STATE OF WASHINGTON )  
County of Skamania )

On this day personally appeared before me LARRY E. WORLEIN and JULIE M. WORLEIN, 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 16th day of July, 1987.



Jan C. Fielgins  
Notary Public in and for the  
State of Washington, residing  
at Stevenson, Wa.

STATE OF WASHINGTON )  
County of )

On this day personally appeared before me CHARLES I. ROCKWELL and ROBERTA R. ROCKWELL, 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 27 day of July, 1987.

Ron Dee Shultz  
Notary Public in and for the  
State of Washington, residing  
at Burlington.

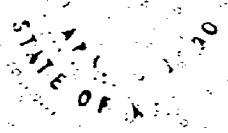


STATE OF WASHINGTON )  
 )  
 County of Skamania )

On this day personally appeared before me **DARRELL R. ROBB** and **LAURIE ROBB**, 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 16th day of July, 1987.

*Jan C. Kielbaso*  
 Notary Public in and for the  
 State of Washington, residing  
 at Stevenson, Wa.



STATE OF WASHINGTON )  
 )  
 County of Skamania )

On this day personally appeared before me **GREGORY L. VANDAAM** and **DORIS J. VANDAAM**, 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 16th day of July, 1987.

*Jan C. Kielbaso*  
 Notary Public in and for the  
 State of Washington, residing  
 at Stevenson, Wa.

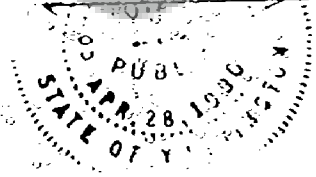


STATE OF WASHINGTON )  
 )  
 County of Skamania )

On this day personally appeared before me **WILLIAM R. BISHOP**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of July, 1987.

*Jan C. Kielbaso*  
 Notary Public in and for the  
 State of Washington, residing  
 at Stevenson, Wa.



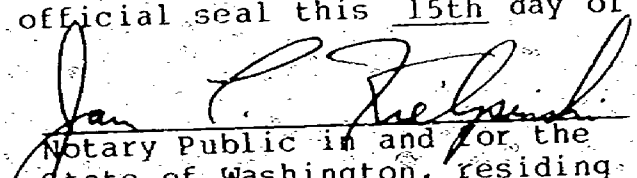
STATE OF WASHINGTON )  
 )  
 County of Skamania )

On this day personally appeared before me **LLOYD PICKETT**, to me known to be the individual described in and who executed the



within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

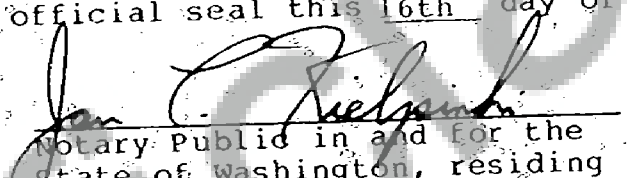
GIVEN under my hand and official seal this 15th day of September, 1987.

  
Notary Public in and for the  
State of Washington, residing  
at Stevenson, Wa.

STATE OF WASHINGTON )  
County of Skamania )

On this day personally appeared before me **RICHARD STANTON**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

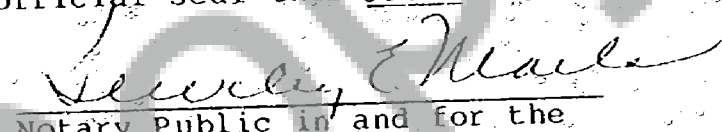
GIVEN under my hand and official seal this 16th day of July, 1987.

  
Notary Public in and for the  
State of Washington, residing  
at Stevenson, Wa.

OREGON  
STATE OF WASHINGTON )  
County of Multnomah )

On this day personally appeared before me **DAVID STANTON**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of August, 1987.

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

Notary Expires: 01-25-88

NOTARY PUBLIC  
STATE OF OREGON

## COMPROMISE AND SETTLEMENT AGREEMENT

Agreement made January 26, 1987, between Larry E. Worlein and Julie M. Worlein, husband and wife, of MP 6.28L Washougal River Road, City of Washougal, County of Skamania, State of Washington, Charles L. Rockwell and Roberta R. Rockwell, husband and wife, of PO Box 571, City of Camas, County of Clark, State of Washington, Darrell R. Robb and Laurie Robb, husband and wife, of MP 6.80L Washougal River Road, City of Washougal, County of Skamania, State of Washington, Gregory L. Vandaam and Doris J. Vandaam, husband and wife, of MP 0.02R Duggan Falls Lane, City of Washougal, County of Skamania, State of Washington, William R. Bishop of Rt. 1, Box 285-B, City of LaCenter, County of Skamania, State of Washington, Lloyd Pickett of Skamania County, State of Washington, Richard Stanton of 902 S.E. 98th Avenue, City of Vancouver, County of Clark, State of Washington, and David R. Stanton of MP .08 Duggan Falls Lane, City of Washougal, County of Skamania, State of Washington, herein referred to as Claimants, and Helen R. Fargher, d/b/a/ Wind and Washougal Water Systems, c/o Robert D. Weisfield, Attorney at Law, 205 Steuben, Bingen, Klickitat County, State of Washington, and Rhonda Palmer, Personal Representative for the estate of H. Robert Cole, also d/b/a Wind and Washougal Water Systems, c/o Robert O'Dell, Attorney at Law, 430 N.E. Everett Street, Camas, County of Clark, State of Washington, herein referred to as Defendants.

Section One  
Purpose

This Agreement is made as a compromise between the parties for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described below.

Section Two  
Statement of Dispute

Claimants assert a claim against Defendants based on the following facts and considerations: Defendants are the owners and operators of the Wind and Washougal Water Systems; said water systems provide household water to Claimants; said water systems are subject to regulation by State and Local authorities under statutes, regulations and ordinances; under contracts, including applicable terms implied pursuant to State and local law, Defendants have a duty to supply to Claimants a safe, reliable and adequate supply of water for household purposes; Defendants have breached that duty on a number of occasions and as a matter of routine practice; as a result of Defendants' breach of said duties to Claimants, Claimants have suffered damages, including sickness, and have been without a safe, reliable and adequate

supply of water. An action based on the above-stated claim has been filed and is now pending in the Superior Court of Skamania County, State of Washington, entitled LARRY E. WORLEIN and JULIE M. WORLEIN, individually and the marital community composed thereof; CHARLES I. ROCKWELL and ROBERTA R. ROCKWELL, individually and the marital community composed thereof; DARRELL R. ROBB and LAURIE ROBB, individually and the marital community composed thereof; GREGORY L. VANDAAM and DORIS J. VANDAAM, individually and the marital community composed thereof; WILLIAM R. BISHOP, LLOYD PICKETT, RICHARD STANTON and DAVID STANTON, Plaintiffs, vs. HELEN R. FARGHER and JOHN DOE FARGHER, individually and the marital community composed thereof, d/b/a WIND AND WASHOUGAL WATER SYSTEMS; H. ROBERT COLE and JANE DOE COLE, individually and the marital community composed thereof, and RHONDA PALMER, guardian for H. Robert Cole, also d/b/a WIND AND WASHOUGAL WATER SYSTEMS; and JACK N. SYKES and JUANITA SYKES, individually and the marital community composed thereof, Defendants, and identified as civil action No. 85-2-00006-6.

Defendants deny any liability to Claimants and assert a counterclaim against Claimants as follows: Plaintiffs have received and used water from Defendants' water systems; Plaintiffs have failed and refused to pay Defendants for said water, thereby breaching their contracts with Defendants; as a result of Plaintiffs' breach of said contracts, Defendants have suffered damages.

Plaintiffs and Defendants, Helen R. Fargher and Juanita Sykes, have elected not to substitute Ronda Palmer, personal representative of the Estate of H. Robert Cole, deceased, as a party defendant in this action. Ronda Palmer, as such personal representative has agreed to be a party to this Compromise and Settlement Agreement to compromise and settle the claim of the Plaintiffs filed in the Estate of H. Robert Cole, deceased, Probate Cause No. P-5001, Superior Court of Klickitat County, State of Washington, and also agrees that she, as such personal representative, be referred to as a defendant in this agreement and that said estate shall be bound by all the terms and conditions hereof.

The parties desire to reach a full and final compromise and settlement of all matters and all causes of action arising out of the facts and claims as set forth above.

### Section Three Terms of Settlement

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Defendants agree to transfer and deliver to Claimants the following described property: All water rights, easements, wells,



pumps, pipes, buildings, fixtures, appurtenances and accounts receivable which now form the assets of the Wind and Washougal Water Systems owned by Defendants, which systems supply water to Hideaway I on the Washougal River, Hideaway II on the Washougal River and Whispering Hills River Estates, all subdivisions in Skamania County, Washington. Such property, or the documents representing ownership thereof, shall be delivered to Claimants no later than January 30, 1987.

2. Claimants agree that all claims, demands, rights, and causes of action that they have or may have against Defendants with respect to the above-described dispute are satisfied, discharged, and settled. Claimants also agree to seek, obtain, and be bound by a dismissal with prejudice of the above-described action against Defendants.

3. Defendants agree that all claims and demands that they have or may have against Claimants with respect to the above-described dispute are satisfied, discharged and settled. Defendants also agree to seek, obtain and be bound by a dismissal with prejudice in the above-described action of all claims against Claimants.

#### Section Four Indemnity

Plaintiffs agree to hold Defendants harmless against any claim, loss, damage or expense which Defendants may suffer or incur arising out of any claim, action or proceeding that may be brought against Defendants, jointly or individually, arising as a result of the operation of said water system from and after the date hereof, including specifically any obligation or responsibility to the State of Washington or any political subdivision of the state, and including any such obligation or responsibility to the present users of said water system or to the owners of lots which can be served thereby.

It is the intention of the parties hereto that the obligation of Plaintiffs to hold Defendants harmless as set forth herein shall relate only to events or occurrences taking place after the date hereof.

#### Section Five Reservation of Rights

This compromise agreement is to operate as a release and discharge only as to the parties hereto, and it is agreed that both Claimants and Defendants expressly reserve the right to prosecute suits and claims against any and all other corporations or persons that may be responsible for or that have contributed to the injuries and damages sustained and claimed by them.

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**Section Six**  
**Change of Facts**

It is understood by Claimants and Defendants that the facts in respect of which this agreement is made may hereafter prove to be other than or different from the facts in that connection now known by either of them or believed by either of them to be true, as set out in this agreement. Each of the parties hereto expressly accepts and assumes the risk of the facts proving to be so different, and each of the parties hereto agrees that all the terms of this agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

**Section Seven**  
**Effect of Agreement**

This agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

In Witness Whereof, the parties have executed this agreement at Stevenson, Washington the day and year first above written.

**CLAIMANTS:**

LARRY WORLEIN and JULIE M. WORLEIN, husband and wife;  
CHARLES I. ROCKWELL and ROBERTA R. ROCKWELL, husband and wife; DARRELL R. ROBB and LAURIE ROBB, husband and wife; GREGORY L. VANDAAM and DORIS J. VANDAAM, husband and wife; WILLIAM R. BISHOP; LLOYD PICKETT; RICHARD STANTON; DAVID STANTON.

By [Signature]  
JAN C. KIELPIESKI of Attorneys  
for Plaintiffs/Claimants

**DEFENDANTS:**

HELEN R. FARGHER d/b/a Wind Washougal Water Systems

By [Signature]  
Robert D. Weisfield,  
Attorney of record for  
Defendant Helen Fargher

RHONDA PALMER, guardian for H. Robert Cole, and Personal Representative of the Estate of H. Robert Cole

By [Signature]  
BOB O'DELL, Attorney of  
record for Defendant  
H. Robert Cole and Rhonda  
Palmer, as guardian of  
H. Robert Cole