

CONTRACT AND EASEMENT AGREEMENT

This CONTRACT AND EASEMENT AGREEMENT executed this date between LEE E. SCHEEL and JUDITH E. SCHEEL, husband and wife, on behalf of themselves, their heirs, successors and assigns, hereinafter referred to as "Scheel", and MICHAEL J. MADDEN and BLANCHE E. STETTLER, on behalf of themselves, their heirs, successors and assigns, hereinafter referred to as "Madden" and "Stettler",

W I T N E S S E T H :

WHEREAS, Scheel heretofore granted an easement for the purpose of establishing a well and water pipeline for the benefit of property owned by Madden and Stettler, and

WHEREAS, Madden and Stettler have altered their plans concerning the location of said well and water pipeline and have not yet decided upon a new location for the drilling of such well and establishment of the water pipeline, and

WHEREAS, the parties desire to extinguish such former easement and document their agreement as to the establishment of a future easement for such well and water pipeline,

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

1. That, contemporaneously with the execution of this agreement, the Grantees under the former easement deed shall convey and quitclaim such easement unto Scheel, thus removing and releasing the property of Scheel from the effect of such easement.

2. That Scheel hereby grants to Madden and Stettler the right to enter upon real property situated in Skamania County, State of Washington, described as follows:

BEGINNING at the Northeast corner of Lot 20, PREACHER'S ROW LOTS, according to the official plat thereof on file and of record at page 103 of Book "A" of Plats, records of said County; thence West along the North line of said plat 300 feet, to the Northwest corner of Lot 15 of said plat; thence North 300 feet; thence East 150 feet; thence Southeasterly 275 feet, more or less, to a point 75 feet North of the point of beginning; thence South 75 feet to the point of beginning,

and to drill a water well upon said property at a location selected by Madden and Stettler.

3. That upon the establishment of such water well, Scheel further agrees to convey to Madden and Stettler, by easement deed, a perpetual exclusive easement, over, under and across the above described property, 10.5 feet in width, extending from the water well established as aforesaid to Lots 18, 19, 20 or 21 of said Preacher's Row lots, as may be selected by Madden and Stettler, for the purposes of maintaining such water well and the installing, constructing, and maintaining such structures, machinery, pipelines, and electrical service lines as may be reasonable required and useful for the drawing and furnishing of domestic water to the aforesaid lots 18, 19, 20 and 21 of Preacher's Row lots. That such easement shall be further appurtenant to said lots 18, 19, 20 and 21 of Preacher's Row lots.

4. Madden and Stettler hereby covenant and agree, at their expense, to repair any and all damage done to the above referenced property in the process of locating and drilling the aforesaid water well and establishing the water pipeline and appurtenant structures under the authority granted herein, to the end that the property, upon completion of such activities, will be restored as nearly as possible to the original condition of the same.

IN WITNESS WHEREOF, the parties have executed this instrument this 11th day of May, 1980. 1982.

Lee E. Scheel  
Lee E. Scheel

Judith E. Scheel  
Judith E. Scheel

Michael J. Madden  
Michael J. Madden

Blanche E. Stettler  
Blanche E. Stettler

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

On this day personally appeared before me LEE E. SCHEEL, JUDITH E. SCHEEL, MICHAEL J. MADDEN and BLANCHE E. STETTLER, 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 11th day of May, 1980. 1982.

Phyllis M. Burrows  
Notary Public in and for the State  
of Washington, residing at Washougal.

FILED FOR RECORD  
SKAMAHIA CO. WASH  
BY CLARK COUNTY TITLE

MAY 19 4 19 PM '89

E. McFarland  
GARY H. OLSON