

COY 35453CF

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TITLE

WELL AGREEMENT AND EASEMENT

OCT 12 2 51 PM '93

1. EFFECTIVE DATE: October 1, 1993.

G. Lawry
AUDITOR
GARY H. OLSON

2. PARTIES: **117646**

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a. West One Trust Company, Custodian of IRA Rollover Account # 39000554
FBO Robert G. Dolton, is the owner of two parcels of real property located in
Skamania County, Washington, legally described on Exhibits A and B, attached hereto
and incorporated herein by reference (hereafter "Trust").

b. Rob R. Pabst and Patty L. Pabst, 429 NW View Ridge Street, Camas,
Washington 98607, purchasers of parcel B under a Real Estate Contract being
executed simultaneously with this Agreement (hereafter "Pabst").

3. SALE OF PARCEL B: Trust is in the process of selling Parcel B to Pabst. Trust will
retain Parcel A in the IRA Rollover Account for the benefit of Robert G. Dolton.

4. WELL. A 251' well intended for use by the owners of both parcels of property has
been drilled on the common property line. The parties intend to qualify the well as a
Small Public Water Supply System under the rules and regulations of Skamania
County. The approximate location of the well is shown on the map attached as Exhibit
C.

5. PURPOSE. The purposes of this Agreement are to provide for the joint
development and maintenance of the well and water system, to describe the mutual
rights and obligations of the parties with respect to the well, and to grant and describe
mutual recreational easements along the Washougal River.

6. OWNERSHIP OF WELL. The well will be owned equally by the owners of both
parcels of property.

7. COSTS OF DEVELOPMENT AND MAINTENANCE OF WATER SYSTEM.

a. Any costs incurred prior to the sale to Pabst were reflected in the purchase
price and were paid by Trust. The sole exception to this is the purchase and
installation of the pump, which Trust and Pabst agreed to share equally, contingent
upon closing of the sale.

b. All costs of future development and maintenance of the well itself after the
sale to Pabst will be shared equally by Trust and Pabst. Such costs shall be agreed
upon by the parties in advance, and shall be reasonable and necessary to develop,
preserve, and protect an adequate water supply to both parcels and to comply with
applicable rules and regulations. This shall include, but not be limited to site
preparation, any necessary future well drilling, water pump, pressure tank and other
equipment necessary to complete the pump house and well shaft, and the electrical

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| Mailed | <input checked="" type="checkbox"/> |

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wiring and hookups necessary to empower the pump and pump house equipment. The parties agree to complete the pump house and other development of the water system as soon as either party is ready to proceed with building on either parcel.

c. The costs of each party's own water lines and system of delivery of water to the homes shall not be shared, but shall be paid by each owner.

d. Electricity costs shall be shared based on actual or estimated usage, depending on how the electrical service is provided and metered.

8. ACCESS. If in the future the well is no longer adequate to meet the needs of the property owners or requires substantial improvements, the parties consent to reasonable access from either parcel to drill a new well or make the improvements.

9. MUTUAL RECREATIONAL EASEMENTS. The parties grant to each other a 20 foot easement for recreational purposes only along the existing path and riparian area along the Washougal River. Trust grants to Pabst such a recreational easement in Parcel A, and reserves to itself such a recreational easement in Parcel B. The parties agree the neither party will cut vegetation or make improvements upon the other's parcel without prior approval. The parties may agree to share in the cost of future development of access to the waterfront on either parcel by separate oral or written agreement. ~~The rights granted to Pabst shall include access to and use of the Trust's boat launch.~~ Both parcels are also benefitted by a 20 foot recreational easement along the Washougal River adjacent to the Salmon Falls Chapel, as disclosed by instrument recorded in Book 129, at page 75, records of Skamania County, Washington.

10. CONSIDERATION. The consideration between the parties is based on the mutual agreements herein and the sale of the Trust parcel to Pabst, which is contingent upon the parties entering into this Agreement.

11. HOLD HARMLESS. Each of the parties agrees to hold the other harmless against all liability for injury to themselves, their guests or invitees or damage to their property when such injury or damage arises out of maintenance or repair of the Well or recreational or any other use of the other party's property.

12. SUCCESSORS BOUND. This Agreement and Easement shall run with the land and be appurtenant to the real property described on Exhibits A and B, and all rights and obligations described herein shall be binding on and benefit the heirs, personal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the
1 day of October, 1993.

WEST ONE TRUST COMPANY
Custodian FBO Robert G. Dolton IRA

By: Richard Hearn
Its Assistant Vice Pres.

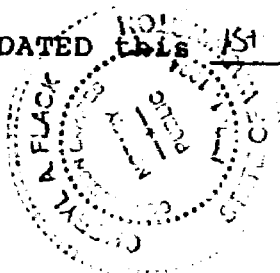
[Signature]
ROB R. PABST

[Signature]
PATTY L. PABST

STATE OF WASHINGTON)
County of Clark) ss.

I certify that ROB R. PABST appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 15th day of October, 1993.

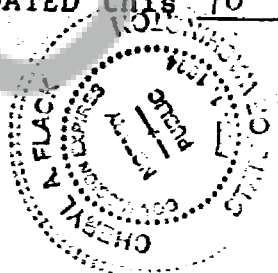


[Signature]
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 2/1/94

STATE OF WASHINGTON)
County of Clark) ss.

I certify that PATTY L. PABST appeared personally before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 15th day of Oct, 1993.

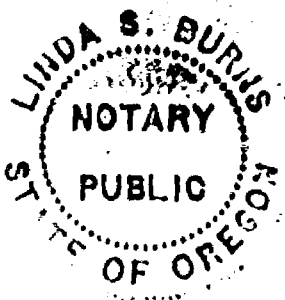


[Signature]
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 2/1/94

STATE OF Oregon)
 County of Multnomah) ss.

I certify that C. Richard George appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Assistant Vice President of WEST ONE TRUST COMPANY, Custodian FBO Robert G. Dolton IRA, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 4 day of October, 1993.



Linda S. Burris
 NOTARY PUBLIC FOR Oregon
 My Commission Expires: 8-26-94

Unofficial Copy

Exhibit A

A parcel of property lying within Section 33, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 33 as shown in a survey by Olson Engineering, Inc. recorded in Book 1 at page 234, records of Skamania County;

THENCE South $89^{\circ} 42' 40''$ East along the South line of said Northwest quarter 775.00 feet;

THENCE North $00^{\circ} 17' 20''$ East leaving said South line at right angles 172.88 feet to a point which bears South $89^{\circ} 42' 40''$ East 21.81 feet from a threaded $1/2''$ iron rod;

THENCE North $89^{\circ} 42' 40''$ West 1.52 feet, more or less, to the Southeasterly right-of-way of the Washougal River Road;

THENCE South $45^{\circ} 12' 31''$ West along said Southeasterly right-of-way 262.02 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South $45^{\circ} 12' 31''$ West 262.46 feet;

THENCE South $35^{\circ} 14' 40''$ East leaving said Southeasterly right-of-way 91.33 feet;

THENCE South $01^{\circ} 33' 45''$ West 210 feet, more or less, to the center of the Washougal River;

THENCE Northeasterly along said center of the Washougal River 170 feet, more or less, to a point which bears South $01^{\circ} 33' 45''$ West from the TRUE POINT OF BEGINNING;

THENCE North $01^{\circ} 33' 45''$ East 360 feet, more or less, to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 20 foot easement for recreational purposes only, disclosed by instrument recorded in Book 129, at page 75, records of Skamania County, Washington.

Exhibit B

A parcel of property lying within Section 33, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of said Section 33 as shown in a Survey by Olson Engineering, Inc. recorded in Book 1 at page 234, records of Skamania County;

THENCE South $89^{\circ} 42' 40''$ East along the South line of said Northwest quarter 775.00 feet;

THENCE North $00^{\circ} 17' 20''$ East leaving said South line at right angles 172.88 feet to a point which bears South $89^{\circ} 42' 40''$ East 21.81 feet from a threaded $1/2''$ iron rod;

THENCE North $89^{\circ} 42' 40''$ West 1.52 feet, more or less, to the Southeasterly right-of-way of the Washougal River Road and the TRUE POINT OF BEGINNING;

THENCE South $45^{\circ} 12' 31''$ West along said Southeasterly line 262.02 feet;

THENCE South $01^{\circ} 33' 45''$ West leaving said Southeasterly line 360 feet, more or less, to the center of the Washougal River;

THENCE Northeasterly along the center of said Washougal River 1000 feet, more or less, to a point which bears South $89^{\circ} 42' 40''$ East from the TRUE POINT OF BEGINNING;

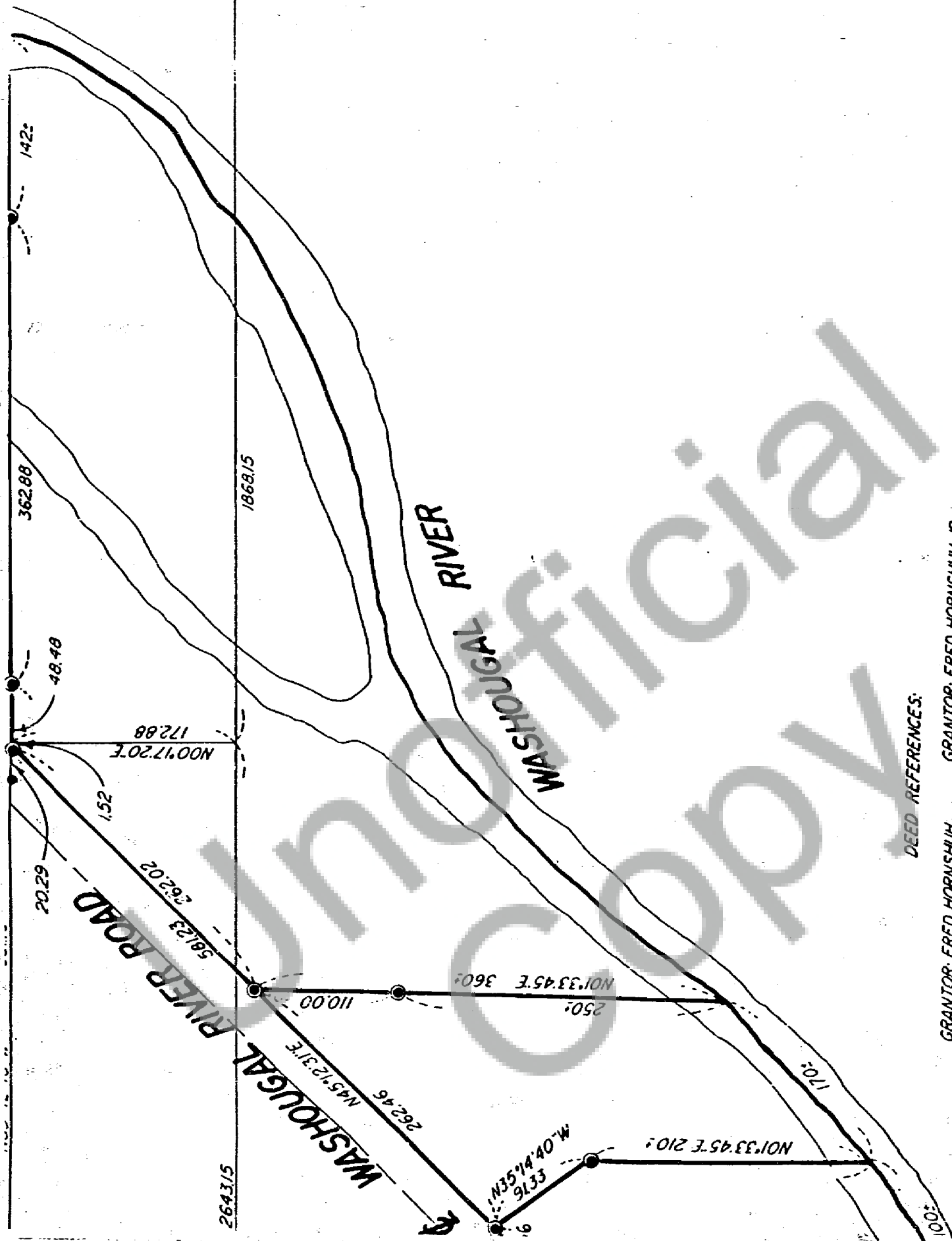
THENCE North $89^{\circ} 42' 40''$ West leaving said Washougal River 555 feet, more or less, to the TRUE POINT OF BEGINNING.

TOGETHER WITH a 20 foot easement for recreational purposes only, disclosed by instrument recorded in Book 129, at page 75, records of Skamania County, Washington.

EXHIBIT "C"

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SET 3/4" I.P. D.
PREVIOUS SURV.
11/2341 REC. AP
1980



DEED REFERENCES:

| | |
|-----------------------------|------------------------------|
| GRANTOR: FRED HORNSHUH JR. | GRANTOR: FRED HORNSHUH JR. |
| GRANTEE: C. LEROY CARLSON | GRANTEE: C. LEROY CARLSON |
| DATE: AUGUST 11, 1969 | DATE: FEBRUARY 29, 1988 |
| RECORDED IN BK. 63, PG. 795 | RECORDED IN BK. 108, PG. 552 |