

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Robert Gross*

Nov 10 4 40 PM '93
P. Laury
AUDITOR
GARY M. OLSON

117922

WATER EASEMENT AND AGREEMENT

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THIS AGREEMENT is entered into this 10th day of November, 1993 by and between **JAMES E. GRADY** and **HELEN V. GRADY**, husband and wife (herein "Grantor"), and **ROBERT GROSS** and **DANA GROSS**, husband and wife (herein "Grantee").

WHEREAS, Grantor is the owner of certain real property situated in Skamania County, Washington described as follows:

The West Half of the West Half of the West Half of the Southwest Quarter (W1/2 W1/2 W1/2 SW1/4) of Section 31, Township 2 North, Range 6 E.W.M., EXCEPT the North 757 feet thereof, AND EXCEPT that portion thereof lying southerly of the center of an existing gravel road known as County Road No. 1214 (Snyder-Banks Road, also known as Sneider-Barks Road).

WHEREAS, Grantee is the owner of certain real property situated in Skamania County, Washington described as follows:

1. PARCEL NO. 4 OF SHORT PLAT NO. 2 described as follows:

All that portion of the North Half of the Southeast Quarter of the Southeast Quarter (N1/2 SE1/4 SE1/4) of Section 36, Township 2 North, Range 5 E.W.M., lying easterly of the centerline of County road No. 1214 designated as the Snyder-Banks Road (also known as the Sneider-Barks Road); EXCEPT the North 330 feet thereof.

SUBJECT TO easements and restrictions of record.

and

2. PARCEL NO. 3 OF SHORT PLAT NO. 2 described as follows:

All that portion of the North 330 feet of the North Half of the Southeast Quarter of the Southeast Quarter (N1/2 SE1/4 SE1/4) of Section 36, Township 2 North, Range 5 E.W.M., lying easterly of the centerline of County Road No. 1214 designated as the Snyder-Banks Road (also known as Sneider-Barks Road).

SUBJECT TO easements and restrictions of record;

WHEREAS, there is an existing well on Grantor's property, said well having been constructed by Grantee with the permission of Grantor for the mutual use of the properties of the parties, said well and pump being located approximately at the following site:

Government Lot 3, at a point 1700 feet, more or less, North and 200 feet, more or less, East of the Southwest corner of Section 31, Township 2 North, Range 6 East of the Willamette Meridian

with appurtenant water and electric power lines and water storage tank;

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WHEREAS, the parties have previously entered into that certain Easement Deed recorded under Auditor's File No. 111412 in Book 123, Page 722, records of Skamania County, Washington; and

WHEREAS, the parties desire to enter this agreement for their mutual benefit; in order to better define the interests and obligations of the parties with regard to the well and well water, and to clarify the easement rights of Grantee;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

SECTION ONE

Prior Easement Deed Superseded

That certain Easement Deed recorded under Auditor's File No. 111412 in Book 123, Page 722, records of Skamania County, Washington is superseded in its entirety by this easement and agreement.

SECTION TWO

Ownership

The well and its appurtenances are owned by Grantee, subject to rights of Grantor set out in Section Six governing termination of this agreement.

SECTION THREE

Exclusive Use

The water and the well and its appurtenances shall be for the mutual and exclusive use and benefit of the properties of Grantor and Grantee above described, for the normal domestic use of up to a maximum of one single family dwelling on Grantor's parcel and one single family dwelling on the two parcels owned by Grantee. Grantee shall be entitled to one-half (1/2) of the water being produced by the well, up to a maximum of six hundred (600) gallons per day.

SECTION FOUR

Land Use Restrictions

A 100' radius around the well shall at all times be preserved from contamination due to cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind, barns, chicken houses, rabbit hutches, pigpens or other enclosures or structures for the keeping of fowls or animals, or storage of liquid or dry chemicals, herbicides or insecticides and all well users shall abide by such restrictions as may from time to time be enacted by any civil authority relative to the preservation of wells from contamination.

SECTION FIVE

Easement

Grantor hereby grants, bargains, sells and conveys to Grantee a non-exclusive easement for ingress, egress and utilities over and in Grantor's property, ten (10) feet in width on each side of the waterline leading from the well to Grantee's property, to the existing well and its appurtenances. Grantee shall, after any use of the easement, restore the easement to its pre-existing condition at Grantee's sole cost and expense. Use of the easement by Grantee is expressly limited to access to the well and its appurtenances for the purpose of repair and maintenance only.

SECTION SIX
Term

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The term of this agreement shall be perpetual and without limit, as long as the well provides sufficient potable water, and shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties, and shall constitute a covenant running with lands of Grantor and Grantee above described. This agreement represents the entire understanding of the parties and shall continue as an encumbrance against their respective lands terminable only upon mutual written agreement, so long as the well provides sufficient potable water. Upon termination of this agreement for any reason, Grantor shall have option of requiring Grantee, at Grantee's sole expense, to remove the well and its appurtenances; or Grantor may require that ownership of the well and its appurtenances shall transfer to Grantor, and Grantee shall thereupon execute any and all instruments as may be necessary to complete such transfer of ownership.

SECTION SEVEN
Maintenance, Repairs and Utilities

Grantee shall, at its sole cost and expense, be solely responsible for maintenance and repairs to the well and its appurtenances, including payment of all utilities.

If Grantee shall fail to perform any maintenance or repairs or pay any utilities, Grantor may, at Grantor's sole option, perform such maintenance or repairs or pay such utilities, and any costs so incurred by Grantor shall be paid by Grantee upon demand, including interest at the legal rate from the date incurred, and any such sums due shall constitute a lien against the property of Grantee above described. The prevailing party in an action for foreclosure of the lien or in any action arising under this agreement shall be entitled to reimbursement for costs and reasonable attorney fees.

SECTION EIGHT
Release of Liability

Grantee shall release and hold Grantor harmless from any liability arising out of the use, maintenance or repair of the well and water system and the easement granted hereunder.

SECTION NINE
Time of the Essence

Time shall be of the essence of each and every provision hereof.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and year first above written.

GRANTOR:

GRANTEE:

James E. Grady
JAMES E. GRADY

Robert Gross
ROBERT GROSS

Helen V. Grady
HELEN V. GRADY

Dana Gross
DANA GROSS

STATE OF WASHINGTON)
) ss.
COUNTY OF Skamania)

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I certify that I know or have satisfactory evidence that **James E. Grady and Helen V. Grady** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated November 10, 1993

Signature of
Notary Public *Sharron Feldhausen*

NOTARY PUBLIC

Name SHARRON FELDHAUSEN

My appointment expires 6-1-97

STATE OF WASHINGTON)
) ss.
COUNTY OF Skamania)

I certify that I know or have satisfactory evidence that **Robert Gross and Dana Gross** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated November 10, 1993

Signature of
Notary Public *Sharron Feldhausen*

NOTARY PUBLIC

Name SHARRON FELDHAUSEN

My appointment expires 6-1-97