

Lawrence Jones
Heather Jones
P.O. Box 818
Boring, OR 97009

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SKAMANIA CO. WASH
BY SKAMANIA CO. CLERK

JUN 28 10 28 AM '94

P. Johnson
AUDITOR
GARY M. OLSON

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WELL EASEMENT AND AGREEMENT

BOOK 144 PAGE 126

THIS AGREEMENT is entered into this 27 day of June, 1994 by and between Lawrence C. Jones and Heather L. Jones, husband and wife (herein "Jones") and Dale L. Olson, a single man (herein "Olson").

WHEREAS, Olson is purchasing from Jones certain real property described as Lot 1 of the Lonesome Pine Short Plat, recorded in Book 3 at Page 237, records of Skamania County, Washington, for the purpose of future construction of a single family residence (said property is hereafter referred to as "Lot 1");

WHEREAS, Jones retains ownership of property adjacent to Lot 1, described as Lot 2 of the Lonesome Pine Short Plat, recorded in Book 3 at Page 237, records of Skamania County, Washington (said property is hereafter referred to as "Lot 2");

WHEREAS, as part of the consideration for the purchase and sale of Lot 1, the parties have agreed that Olson will install a well and water system on Lot 1 for the joint and mutual use of Lots 1 and 2;

WHEREAS, the parties desire to enter this agreement for their mutual benefit;

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:

1. CONSTRUCTION OF WELL AND WATER SYSTEM. Olson shall, at his sole cost and expense, install a well and water system on Lot 1 in compliance with all applicable laws and regulations and with sufficient potable water to service single family residences on each of Lots 1 and 2, including normal landscaping and household gardening purposes; PROVIDED, FURTHER, that Olson shall, at his sole cost and expense, install a water line from the well and water system to the property line of Lot 2, for the purpose of serving the Jones residence on Lot 2. The well and water system are to be fully installed and operational not later than six (6) months from the date of closing of the purchase and sale of Lot 1.

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2. **OWNERSHIP/WATER RIGHTS.** The well and water system and their appurtenances shall be deemed to be owned solely by Olson, but Jones shall have rights to one-half (1/2) the water available from the well and water system.

3. **USE.** The well and water system and all appurtenances and equipment relating thereto shall be for the joint and mutual use and benefit of one single family dwelling on each of Lots 1 and 2. The uses to which the well and water system shall be put are for normal domestic water supply to two (2) single family residences, including landscaping and household garden use. Olson shall not permit any third parties to use the well and water system or the well waters, or acquire any interest therein, without the prior written consent of Jones. Any third party acquiring rights to the well and water system or the well waters shall be required to enter into a written agreement to pay his fair share of maintenance and repairs.

4. **RESTRICTIONS.** The parties agree that a 100' radius around the well shall at all times be preserved from contamination due to cesspools, sewer, privies, septic tank, 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 the parties 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.

5. **EASEMENT.** Olson, as owner of Lot 1, hereby grants, bargains, sells and conveys to Jones, as owner of Lot 2, a non-exclusive easement for ingress, egress, and utilities, including waterline, over and in Lot 1 to the well and all its appurtenances as shall be constructed by Olson. Jones shall, after any use of the easement, restore the easement to its pre-existing condition at Jones' sole cost and expense.

6. **WATER CHARGES & UTILITIES.** At no time shall Jones be required to pay any charges for water or for utilities to operate the water system.

7. **MAINTENANCE.** Olson shall pay all costs for maintenance and repair of the well and water system for a period of one (1) year after the well becomes operational. After one (1) year, Jones and Olson shall each pay one-half (1/2) of the costs of maintenance and repairs. Except in an emergency, any expenditure in excess of One Thousand Dollars (\$1,000.00) shall require the prior consent of both parties. At all times after the initial one-year period, each

party shall be solely responsible for the costs of maintenance and repair of the individual water lines from the well and water system serving their particular residences, unless damage thereto shall have been caused by the fault of the other party.

8. **CONSERVATION/EXCESS USE.** In the event of a water shortage, each party agrees to restrict water use in order to attempt to meet the basic water needs of each party.

9. **TERM.** The term of this agreement shall be perpetual and without limit 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 each of the parcels. 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. In the event of legal action arising under this agreement, the prevailing party in such action shall recover costs and reasonable attorney fees.

10. **RELEASE OF LIABILITY.** Each of the parties shall release and hold the other harmless from any liability arising out of the use, maintenance or repair of the well and water system and the easement granted hereunder.

11. **TIME.** 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.

Lawrence C. Jones
Lawrence C. Jones


Dale L. Olson
Dale L. Olson

Heather L. Jones
Heather L. Jones

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that **Lawrence C. Jones and Heather L. Jones** 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.

Deb. J. Barnum
 Name Deb. J. Barnum
 NOTARY PUBLIC in and for
 the State of Washington
 My commission expires MAY 6, 1998



STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that **Dale L. Olson** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Deb. J. Barnum
 Name Deb. J. Barnum
 NOTARY PUBLIC in and for
 the State of Washington
 My commission expires MAY 6, 1998

