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BOOK 176 PAGE 169

FILED FOR RECORD
SKAMIA CO. WASH
BY SKAMIA CO. TITLE

Apr 24 12 01 PM '98

Olson
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Name Ronald Owens

Address 202 Wakins Road

City/State Skamania, WA 98648

Document Title(s): (or transactions contained therein)

1. Well Maintenance Aggrement
- 2.
- 3.
- 4.



First American Title
Insurance Company

(this space for title company use only)

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Owens, Ronald M.
2. Owens, Sherri A.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Owens, Ronald M.
2. Owens, Sherri A.
3. Crang, Michael B.
4. Crang, Laura G.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot, block, plat or section, township, range, quarter, quarter)

S28, T2N, R6E

☐ Complete legal description is on page 1 of document

Assessor's Property Tax Parcel / Account Number(s):
02-06-28-0-0-1600-00
1601-00
1602-00

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

LOTS 1600, 1601, & 1602 (Legal Descriptions Below)
Skamania, Washington

WELL MAINTENANCE AGREEMENT

SEN 21617

WHEREAS, the Skamania County Property Lots 1600 (The North 375 feet of the East 226.12 feet of the West 751.12 feet of the Southwest Quarter of the Southwest Quarter and the North 375 feet of the East 210 feet of the West 525 feet of the Southwest Quarter of the Southwest Quarter, all in Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the existing road.), and 1601 (The East 226.12 feet of the West 751.12 feet of the Southwest Quarter of the Southwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the existing road. EXCEPT the Northerly 375 feet thereof. AND the East 210 feet of the West 525 feet of the Southwest Quarter of the Southwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the existing road. EXCEPT the North 375 feet thereof), and 1602 (The East 220 feet of the West 971.12 feet of the Southwest 1/4 of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northerly of the Centerline of the existing road), hereinafter called "the Property," will adhere to this Well Maintenance Agreement will be written and recorded encompassing all of the three lots in the Property. The well house, the Well, the water, and all equipment relating to the well, well house, or water, shall be shared equally by all users. The well house is on lot 1600. All costs associated with the well house, the well, and the equipment relating to such will also be equally shared by the users and will be mutually agreed on prior to any necessary corrections or repairs in a diligent manner. Any costs will be paid by the users prior to the repairs. In the event that one or many of the users chooses to install an additional well on their property, they will bear the cost of their disconnection from the original well on lot 1600, and as long as no injury was caused to the original well due to the disconnection, the lot or lots that have disconnected will no longer be required to share in the expense of the well maintenance, nor will they share in the use of the well or anything associated with it.

All of the restrictions herein set forth shall continue and be binding upon the Properties successors and/or assigns, unless one or many is voted on by all residents and reversed and/or altered. Said change shall be recorded.

The restrictions herein set forth shall run with the land and bind the present owner, its successor and/or assigns. All parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and/or assigns, and with each of them to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon. In the event of a breach of the restrictions, the owner and/or owners have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages. Failure of the owners and/or owners of any other lot or lots referred to in this document to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of a right to do so thereafter.

Robert M. B.
Owner Lot 1600

Michael B. B.
Owner Lot 1601

Robert M. B.
Owner Lot 1602

Shirley A. Owen
Owner Lot 1600

Laura C. Owen
Owner Lot 1601

Shirley A. Owen
Owner Lot 1602

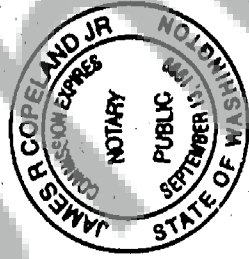
STATE OF WASHINGTON, } ss
County of Skamania

ACKNOWLEDGMENT - Individual

On this day personally appeared before me _____ Ronald M. Owens & Sherri A. Owens

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ they signed the same as _____ the _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of April, 1998



James B. Cope and Jr.
Notary Public in and for the State of Washington,
residing at Stevenson

My appointment expires September 21, 1998

STATE OF WASHINGTON, } ss
County of _____

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____

and _____ to me known to be the

_____, President and _____ Secretary, respectively, of _____

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____

authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

My appointment expires _____

WA-46A (11/96)

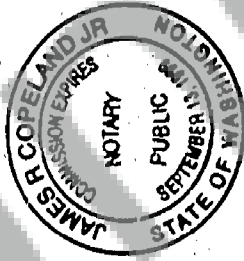
This is page _____ of _____ and is attached to _____ dated _____

STATE OF WASHINGTON, } ss.
County of Skamania

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Michael D. Crag not
Laura C. Crag to me known
to be the individual(s) 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 20 day of April 1998



James R. Copeland Jr.
Notary Public in and for the State of Washington,
residing at Steverson

My appointment expires 9-11-98

STATE OF WASHINGTON, } ss.
County of _____

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____

and _____ to me known to be the
President and _____ Secretary, respectively, of _____

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____