

131837

BOOK 178 PAGE 150

FILED FOR RECORD
SKAMANIA CO. WASH.
BY *Kielinski & Woodrich*

JUN 9 12 23 PM '99

Garry
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Kielinski & Woodrich
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

Document Title(s) or transactions contained therein:

1. Agreement for Water Rights

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

1. Dillon, Husten
2. Dillon, Lauretta
3. Leal, Melanie
4. Leal, Paul
5. Lee, Barbara

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

1. King, Duane

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/1/4]

SW 1/4, NW 1/4, of Section 23, Township 3, North Range 8 E.W.M.

X Complete legal description is on page 7 of document

Reference Number(s) of Documents Assigned or Released:
[Bk/Pg/Aud#]

book 121, Page 860, auditor's file no: 110641

Assessor's Property Tax Parcel/Account Number(s):

14057

Gary H. Martin, Skamania County Assessor

Date 6-2-98 Parcel # 3-8-23-300 thru 2000

WHEN RECORDED RETURN TO:
KIELPINSKI & WOODRICH
40 Cascade Street, Suite 110
P.O. Box 510
Stevenson, WA. 98648

DA
REAL ESTATE EXCISE TAX

JUN - 2 1998

PAID 120

3.00
SKAMANIA COUNTY TREASURER

AGREEMENT FOR WATER RIGHTS

(PRIVATE SPRING, HOME VALLEY)

9-8-23-300
then 2000
6-2-98
GMM

THIS AGREEMENT is by and between DUANE KING, (herein "GRANTEE"), the owner of property more fully described in the legal description attached as Exhibit "A", and HUSTEN DILLON and LAURETTA DILLON, husband and wife (herein "GRANTORS DILLON"), the owners of a Certificate of Surface Water Right for property more fully described in the legal description attached as Exhibit "B".

THIS AGREEMENT is also between GRANTEE and MELANIE LEAL, and PAUL LEAL, husband and wife, (herein GRANTORS LEALS), the owners of property more fully described in the legal description attached as Exhibit "C" and BARBARA LEE, in her separate capacity, (herein GRANTOR LEE), the owner of property more fully described in the legal description attached as Exhibit "D".

Recitals

WHEREAS, The parties seek to clarify water rights for their respective properties and acknowledge that use of the water as agreed to herein will allow the water to be put to beneficial use, and will not impair any existing or senior rights of the parties herein.

WHEREAS, The parties acknowledge that water is available for appropriation and that the parties know of no reason why the rights accorded pursuant to this agreement would be detrimental to the public's interest.

WHEREAS, The parties realize that there has been no general water right adjudication in their township and range.

WHEREAS, The Department of Ecology issued a Certificate of Surface Water Right to GRANTOR HUSTEN DILLON on November 9, 1951 for surface water rights from the Blyn Spring Creek located on and appurtenant to the South East quarter, Northwest quarter of Section 23, Township 3, North Range 8 East of the Willamette Meridian, Home Valley, County of Skamania, Washington.

WHEREAS, GRANTORS MELANIE and PAUL LEAL and GRANTOR BARBARA LEE are the owners of properties that share a common east boundary with GRANTORS HUSTEN and LAURETTA DILLON and a common west boundary with GRANTEE DUANE KING.

WHEREAS, Since approximately October 9, 1951, the properties owned by GRANTEE and GRANTORS LEALS and GRANTOR LEE have received water from the Blyn Spring located on land described more fully in Exhibit "B" and owned by GRANTORS DILLON.

WHEREAS, RAY MAXWELL, the prior owner of GRANTEE'S Lot used water from the Blyn spring from July 10, 1978 until December 20th, 1990 when he sold the property to GRANTEE by Statutory Warranty Deed recorded at Book 121 Page 859 of the Book of Deeds for Skamania County, Washington.

WHEREAS, GRANTEE'S property has been continuously served by the water from said spring for at least twenty years.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1
Water rights

The GRANTORS named herein each agree that the rights and covenants contained in this agreement shall run with the land. The GRANTORS each agree that GRANTEE, his heirs, assigns, or subsequent purchasers shall be entitled to water rights for two domestic dwelling units. Said water shall come from the Blyn spring located on property owned by GRANTORS DILLON and said water rights shall be referenced in an easement and a Deed Granting Water Rights recorded herewith.

Section 2
Change in Use of Water Rights

GRANTEE, his heirs, assigns, or subsequent purchasers agree that there shall be no change in use of said water rights without proper notice of the change in use to the Department of Ecology and the parties named herein. Said change in use shall be permitted only when the parties determine that such change will not impair any existing rights.

Section 3
Heirs, Assigns, or Subsequent Purchaser's water rights

The GRANTORS each agree to hold harmless GRANTEE, his heirs, assigns, or subsequent purchasers, from any action whatsoever that would in any way restrict GRANTEE or his heirs, assigns, or subsequent purchasers from the above mentioned rights for water for two domestic dwellings, provided that GRANTEE'S use does not impair the rights of the GRANTORS' named herein.

Section 4
Improvements to be made to Spring

GRANTEE covenants to construct a five hundred (500) gallon holding tank on GRANTEE'S property. Said holding tank shall be constructed of suitable materials and be engineered to maintain an even rate of intake such that GRANTORS LEALS, GRANTOR LEE, and GRANTORS DILLONS' existing system is not impaired by sediment.

Section 5
Apportionment of Costs

GRANTEE agrees to pay for all reasonable costs for construction of the above mentioned holding tank.

Section 6
Time for Completion

GRANTEE agrees that time is of the essence and that the holding tank shall be completed and operational in a timely manner. GRANTEE further agrees that the holding tank shall be operational before occupancy of the domestic dwelling units.

Section 7
Apportionment of Costs for Maintenance of Pipe

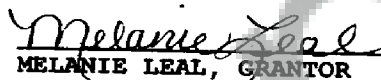
Each of the GRANTORS named herein and GRANTEE agree to share in the costs of maintenance for the pipe that crosses the property owned by GRANTORS named herein.

Section 8
Attorney Fees

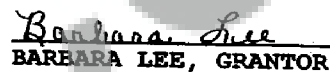
In the event of any action arising under the terms of this agreement, the prevailing party therein shall recover costs and reasonable attorney fees, including costs and reasonable attorneys fees on any appeal.

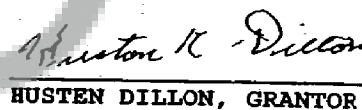
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.


DUANE KING, GRANTEE


MELANIE LEAL, GRANTOR

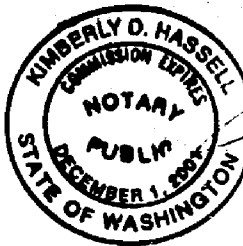

PAUL LEAL, GRANTOR


BARBARA LEE, GRANTOR


HUSTEN DILLON, GRANTOR


LAURETTA DILLON, GRANTOR

GIVEN under my hand and official seal this 20th day of May, 1998.



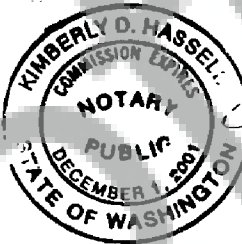
Kimberly D. Hassel
KIMBERLY D. HASSEL
Notary Public in and for the
State of Washington, residing
at Stabler

Commission expires 12/1/01

STATE OF WASHINGTON)
County of SKAMANIA) ss.

On this day personally appeared before me Lauretta Dillon, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of May, 1998.



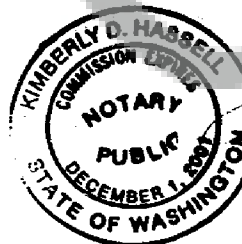
Kimberly D. Hassel
KIMBERLY D. HASSEL
Notary Public in and for the
State of Washington, residing
at Stabler

Commission expires 12/1/01

STATE OF WASHINGTON)
County of SKAMANIA) ss.

On this day personally appeared before me Barbara Lee, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of May, 1998.

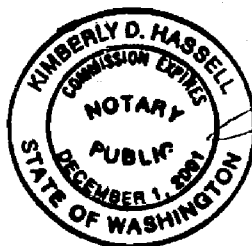


Kimberly D. Hassel
KIMBERLY D. HASSEL
Notary Public in and for the
State of Washington, residing
at Stabler
Commission expires 12/1/01

STATE OF WASHINGTON)
) ss.
 County of SKAMANIA)

On this day personally appeared before me Melanie Leal, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of May, 1998.



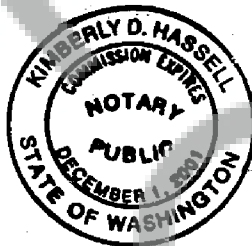
Kimberly D. Hassel
 KIMBERLY D. HASSEL
 Notary Public in and for the
 State of Washington, residing
 at Stabler

Commission expires 12/1/01

STATE OF WASHINGTON)
) ss.
 County of SKAMANIA)

On this day personally appeared before me Paul Leal, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of May, 1998.



Kimberly D. Hassel
 KIMBERLY D. HASSEL
 Notary Public in and for the
 State of Washington, residing
 at Stabler

Commission expires 12/1/01

STATE OF WASHINGTON)
) ss.
 County of SKAMANIA)

On this day personally appeared before me Husten Dillon, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

BOOK 178 PAGE 156

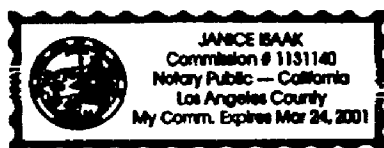
State of California

County of Los Angeles

On May 29, 1998 before me, Janice Isaak, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Duane King
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Janice Isaak
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement for Water Rights

Document Date: May 20, 1998 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

BOOK 178 PAGE 157

BOOK 178 PAGE 157

BOOK 121 PAGE 366

EXHIBIT A
PAGE OF

EXHIBIT "A"

A tract of land in the Southwest quarter of the Northwest quarter of Section 23, Township 3 North Range 8 East of the Willamette Meridian in the County of Stanania and State of Washington described as follows:

Beginning at the Northwest corner of the South half of the Northwest quarter of said Section 23; thence South along the West line of said Section 23, 350 feet; thence East parallel to the North line of said South half of the Northwest quarter 498 feet; thence South parallel to the West line of said Section 23 to a point on the South line of the North half of the South half of the Northwest quarter of said Section 23, said point being 660 feet, more or less, South of the North line of said South half of said Northwest quarter; thence East along said South half of the Northwest quarter to the North line of the South half of the Northwest quarter of said Section 23; thence West along said North line to the point of beginning.

BOOK 178 PAGE 158

78717

WARRANTY DEED

EXHIBIT B
PAGE OF BOOK 178 PAGE 158

4030

BOOK 62 PAGE 411

MADE TO Cornelius & Corcelius, Penises Rldg.

—This deed is statutory form for use in State of Washington only—

WARRANTY DEED

The Grantor R. J. Hilton, a widower

of Spokane County Spokane State of Washington
for and in consideration of One Dollar and other valuable considerations Dollars
in hand paid, convey and warrant to Huston K. Dillon and Lauretta B. Dillon,
husband and wife whose address is

the following described real estate, situated in the County of Skamania State of Washington:

The South Half of the Northwest Quarter of Section 23,
Township 3 North, Range 8, E.W.M.; excepting public roads
and rights of way on, over and across the said real property.

Also, covering all easements, water rights, and appurtenances
thereunto belonging or in any wise appertaining, including
surface water permit #7963, for the State of Washington.

Subject to 1959 taxes



No. 2576
TRANSACTION EXCISE TAX

Amount of Tax \$1.00
Paid in Full
Spokane County Treasurer
to Revenue J. H. H. H. H.



13 day of February 1959

R. J. Hilton (Seal)
____ (Seal)
____ (Seal)
____ (Seal)

STATE OF WASHINGTON, } ss.
County of Spokane

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify
that on this 13 day of February 1959 personally appeared before me

R. J. Hilton, a widower
to me known to be the individual described in and who executed the within instrument, and acknowledged
that he signed and sealed the same as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Cornelius & Corcelius
Notary Public for State of Washington
Residing at Spokane

BOOK 178 PAGE 159

EXHIBIT C
PAGE OF L

BOOK 178 PAGE 159
Transamerica Title Insurance Co

BOOK 15 PAGE 73

Filed for Record at Request of

Name

Address

City and State

1968

Transamerica Title Insurance Co



REGISTERED
INDEXED
RECORDED
COMPARED
MAILED

INSTRUMENT OF RECORDING
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF RECORDING IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
AS FILED IN BOOK 15 PAGE 73
OF THE RECORDS OF SKAMANIA COUNTY, WASH.
JUN 21 1979
COUNTY CLERK

Quit Claim Deed 86777

THE GRANTORS, HUSTON K. DILLON and LAURETTA B. DILLON, husband and wife,

for and in consideration of Love and Affection

do hereby quit claim unto TALL LEAL and SANDRA MELANIE LEAL, husband and wife,

the following described real estate located in the County of Skamania, State of Washington:

A parcel of land defined as LOT 1 in the South 1/2 of the North-west 1/4 of Section 23 of Township 3 North, Range 3 E.W.M. in Skamania County, Washington, more particularly described as:

Beginning at the Northwest corner of the South Half of the North-west 1/4 of Section 23 of T3N, R3E, W4M; thence East along the North line of the S 1/2 of the NW 1/4 of said Section 23 for 1675 feet more or less to the West right-of-way of the Serre Road (County Road Number 1316); this point being the true point of beginning; thence West along the N line of the S 1/2 of the NW 1/4 of said Section 23, 137 ft.; thence southerly parallel to the West line of the S 1/2 of the NW 1/4 of said Section 23, 660 feet more or less to the mid-east west line of the S 1/2 of the NW 1/4 of said Section 23; thence easterly along said mid line 575 feet more or less to its intersection with the West right-of-way line of the Serre Road (County Road Number 1316); thence northerly along said West right-of-way line 775 feet more or less to the true point of beginning.

EXCEPT a private road easement granted to Lot 53 of the Huston Dillon Short Plat for access, said easement being 15' in width. Said parcel containing 6.00 Ac more or less.

Dated this 16th day of June, 1979.

Huston K. Dillon
Lauretta B. Dillon

STATE OF WASHINGTON
County of Skamania

On this day personally appeared before me HUSTON K. DILLON and LAURETTA B. DILLON, husband and wife, known to me to be the individuals described in and who executed the within and foregoing instrument, and whom I declared to be their free and voluntary act and deed, for the uses and purposes therein contained.

WITNESS my hand and official seal this 21 day of June, 1979.

Notary Public in and for the State of Washington,
Residing at Stevenson

BOOK 178 PAGE 160

BOOK 178 PAGE 160

EXHIBIT D
PAGE 1 OF 1

83008
SAFECO
STATUTORY WARRANTY DEED
BOOK 71 PAGE 793
SAFECO TITLE INSURANCE COMPANY

Filed for Record at Request of

NAME _____
ADDRESS _____
CITY AND STATE _____

REGISTERED ☒ INDEXED ☒
FILED ☒ RECORDED ☒
MAILED ☒

83008

THE GRANTORS HUSTON E. DILLON and LAURETTA B. DILLON, husband and wife,
for and in consideration of One Dollar, Love and Affection
in hand paid, witness and warrants to RAYMOND H. LEE and BARBARA E. LEE,
husband and wife
as Grantee, the following described real estate, situated in the County of Skamania
State of Washington

The South Half of the South Half of the Northwest Quarter
(S 1/2 S 1/2 NW 1/4) of Section 23, Township 3 North, Range 8 E. W. N.:
EXCEPT the west 1,586 feet thereof; AND EXCEPT that portion
thereof lying easterly of County Road No. 3036 designated as
Large Road.
Said Tract containing 6.00 acres,
more or less.

TO 4264
TRANSMISSION HOUSE INC.
1-1-1976
Raymond H. Lee
Barbara E. Lee

Dated this thirteenth day of October, 1976.
Huston E. Dillon (SEAL)
Lauretta B. Dillon (SEAL)

STATE OF WASHINGTON
County of Skamania

On this 13th day of October, 1976, before me, the
undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
HUSTON E. DILLON and LAURETTA B. DILLON, husband and wife,
to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me
that they signed and sealed this said instrument as their free and voluntary act and deed for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of October, 1976.
Notary Public in and for the State of Washington,
residing at Stevenson, Washington