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

AUG 25 3 04 PM '00

O. Laury
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. Well Easement and Maintenance Agreement

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

1. Taylor, Micah
2. Taylor, Danielle

☐ Additional names on page _____ of document

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

1. Carrico, Paula

☐ Additional names on page _____ of document

REAL ESTATE EXCISE TAX

21016
AUG 25 2000

PAID *138.00*
O. Laury
SKAMANIA COUNTY TREASURER

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

SE 1/4 of the NW 1/4 of Section 34, TWP 2 N, Range 6 EWM

☒ Complete legal description is on pages 6 & 7 of document

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

Bk 178/Pg 491/131952

☐ Additional numbers on page _____ of document

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

02 06 34 00 0201 00
00063400 020300

Gary H. Martin, Skamania County Assessor
Date *8-21-00* Parcel # *2634-203*

☐ Property Tax Parcel ID is not yet assigned

After recording return to:
Kielpinski & Woodrich
P.O. Box 510
Stevenson, WA. 98643

WELL EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is between PAULA CARRICO, a single woman, herein "CARRICO" and MICAH TAYLOR and DANIELLE TAYLOR, husband and wife, herein "TAYLORS".

RECITALS

1. The Taylors are the owners of a tract of land, recorded at Book 178, Page 491, records of Skamania County, Washington (referred to herein as "Taylor Lot") legally described as;

The South East quarter of the North West quarter of Section 34, Township 2, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, more fully described :

A parcel of land located within the Southeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington and being a portion of the tract described in that particular document recorded in Book 114, Page 110 of Deeds, records of said County,

and more particularly described in Exhibit "A" attached hereto and incorporated herein;

2. Carrico is the owner of a tract of land recorded at Book 151, Page 577, records of Skamania County, Washington (referred to herein as "Carrico Lot") legally described as;

A tract of land in the East half of the Northwest Quarter of Section 34, Township 2 North Range 6 East of the Willamette Meridian in the County of Skamania, State of Washington

and more particularly described in Exhibit "B" attached hereto and incorporated herein;

3. There is a well situated on the Taylor Lot which has previously been used, by mutual agreement of the parties herein, to supply water to the residences on the Taylor Lot and Carrico Lot.

4. The parties desire to enter into 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. **OWNERSHIP/NON-EXCLUSIVE USE.** The well situated on Lot 1, together with the pumphouse, pump, water lines, distribution system and all appurtenances and equipment relating thereto, except the water lines serving each individual house, shall be for the mutual and non-exclusive use and benefit of one single family dwelling on the Taylor Lot and one single family dwelling on the Carrico Lot. The uses to which the well and water system shall be put are for normal domestic water supply to single family residences, including landscaping and household garden use.

2. **USE RESTRICTIONS.** A 100' radius around the well shall at all times be preserved from contamination due to cesspools, sewer privies, septic tank, drain fields, manure piles, garbage of any kind, barns, chicken houses, rabbit hutches, piggens, 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.

3. **EASEMENT.** The Taylors, owners of the Taylor Lot, hereby grant, bargain, sell and convey to Carrico, the owner of the Carrico Lot, a non-exclusive easement for ingress and egress for maintenance, and utilities ten (10) feet in width under, over, through and across the Taylor Lot to the existing well and all its appurtenances. The center line of said easement shall be the water pipe presently located on the Taylor Lot for the purpose of carrying water from the well located on the Taylor Lot to the residence located on the Carrico Lot. Any party shall, after any maintenance of said easement, restore the easement to its pre-existing condition at the party's sole cost and expense.

4. **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 covenants running with each of the parcels described above. 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.

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

6. **MAINTENANCE FEES & COSTS.**

A. Each party will be solely responsible for maintenance and repair of his own individual water pipes, from the point where the pipe hooks into the pump.

B. Except as provided in Section C below, each of the parties shall share equally in the costs of maintenance or repairs required to maintain the well in a safe and operational condition, provided that the maintenance or repairs benefit both parties.

C. The cost of any repairs related to the well for extraordinary damage caused by a party shall be borne by the party responsible for the damage.

D. Carrico shall pay five dollars (\$5.00) per month for electricity usage in connection with the use of the well. At Carrico's option, said payment shall be made on an annual basis.

C. In the event electricity rates increase, the monthly fee shall be increased by the same percentage.

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

8. **ATTORNEY FEES.** In the event any dispute arises with regard to the terms of this agreement, the prevailing party shall be entitled to its reasonable attorneys fees and costs.

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

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Micah Taylor
MICAH TAYLOR

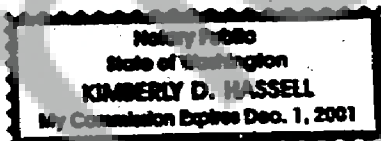
Danielle Taylor
DANIELLE TAYLOR

Paula Carrico
PAULA CARRICO

STATE OF WASHINGTON ;
COUNTY OF SKAMANIA) ss.

I certify that I know or have satisfactory evidence that MICAH TAYLOR and DANIELLE TAYLOR are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 21st day of August, 2000.



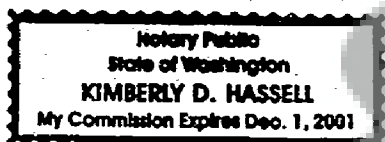
Kimberly Hassell
Print: Kimberly Hassell
NOTARY PUBLIC in and for
the State of Washington
My commission expires 12/01/01

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STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

I certify that I know or have satisfactory evidence that **PAULA CARRICO** is the person who appeared before me, and said person acknowledged 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 19th day of August, 2000.



Kimberly Hassell
Print: Kimberly Hassell
NOTARY PUBLIC in and for
the State of Tennessee
My commission expires 12/01/01

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EXHIBIT "A"

A parcel of land located within the Southeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington and being a portion of the tract described in that particular document recorded in Book 114, Page 110 of Deeds, records of said County, described as follows:

Beginning at the Southeast Corner of said tract, which point lies 340 feet North of the Southeast Corner of said Southeast Quarter of the Northwest Quarter; thence continuing North along the East line thereof a distance of 413.53 feet; thence along the Northerly edge of a driveway, extended South 75 degrees 35'26" West 460.01 feet to an iron rod; thence South 59 degrees 13' 13" West 487.07 feet to the centerline of Duncan Creek; thence along said centerline South 42 degrees 17'01" East 38.28 feet to the South line of said parcel; thence East 829.07 feet to the point of beginning.

EXCEPTING therefrom any portion of Woodard Creek Road #10140 and its appurtenant right of way.

EXHIBIT "B"

Lot 4 of the Hart Short Plat recorded in
Book 3 of Short Plats, Page 271,
Skamania County Records.

SUBJECT TO:

1. Rights of others thereto entitled in and to the continued uninterrupted flow of Duncan Creek, and rights of upper and lower riparian owners in and to the use of the water and the natural flow thereof.
2. Any adverse claims based upon the assertion that Duncan Creek has moved.
3. Easement for Pipeline, including the terms and provisions thereof, recorded December 29, 1921 in Book S, Page 450.
4. Easement for Pipeline, including the terms and provisions thereof, recorded as Book 37, Page 499.
5. Road Maintenance Agreement, including the terms and provisions thereof, recorded July 27, 1995, in Book 151, Page 427.