

139508

BOOK 203 PAGE 934  
FILED FOR RECORD  
SKAGHAN CO. WASH  
BY SKAGHANIA CO. TITLE

OCT 30 1 56 PM '00

*Amusee*  
AUDITOR  
GARY H. OLSON

**AFTER RECORDING MAIL TO:**

Name Lenore Henderson  
Address PO BOX 5270  
City/State Oracle, AZ 85623

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

1. Water Agreement Letter
- 2.
- 3.
- 4.

**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. Henderson, Lenore R. Trustee
- 2.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

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

1. Rebek, Thomas, E
2. Rebek, Christine M.
- 3.
- 4.
5. ☐ Additional names on page \_\_\_\_\_ of document

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

Section 22, Township 4 North, Range 9 East  
Page 5 & 6

☐ Complete legal description is on page \_\_\_\_\_ of document

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

04-09-22-1-0-0201-00 10-30-00  
04-09-22-1-0-0400-00 810  
WA-1

**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.



First American Title  
Insurance Company

(this space for title company use only)

**REAL ESTATE EXCISE TAX**

N/A  
OCT 30 2000

PAID  
*[Signature]*  
SKAGHANIA COUNTY TREASURER

Exp. Date  
Indexed to  
Recorded  
Filed  
Noted

BOOK 203 PAGE 435

Filed for Record at Request of and  
After Recording Return To:

Lenore Henderson  
FL BY 5276  
CRICK AZ 85623

507C 23586

#### WATER AGREEMENT LETTER

I, LENORE R. HENDERSON, Trustee of the Lenore R. Henderson 1996 Trust and owner of that real property legally described in Exhibit "A" attached hereto, hereby give my permission for THOMAS E. REBEK and CHRISTINE M. REBEK, husband and wife, to connect to my well located generally in the Northeasterly thirty (30) feet of that property described in Exhibit "A" attached hereto. This agreement is for the benefit of that real property legally described in Exhibit "A" (Henderson property) and Exhibit "B" (Rebek property), also attached hereto.

The following terms and conditions shall apply to this agreement:

1. Each landowner shall be responsible for paying \$15.00 month toward the maintenance and upkeep of the well, including costs for electrical usage. \$5.00 from each landowner's contribution (\$10.00 per month total) shall be given to Lenore Henderson, or the landowner of that property legally described in Exhibit "A" attached hereto. The remaining \$20.00 shall be deposited into a joint savings account at Riverview Savings, and the funds in

said account shall be used by the landowners as set forth hereinbelow. Each landowner may make a lump sum annual payment of \$180.00, if so desired, with \$60.00 paid directly to Lenore Henderson, and \$120.00 deposited into the savings account. Each landowner shall be entitled to a year-end statement disclosing the balance of said joint account. Actual costs for maintenance, upkeep and electrical usage of the well shall be reviewed annually and adjusted accordingly, as agreed between the parties.

2. The monthly contributions into the joint savings account shall be used to pay for upkeep, maintenance and repair on the mutually used well mechanical and housing components. Said maintenance may include, but is not limited to, replacement of water filters. If a shared maintenance or repair costs more than the balance on hand in the savings account, then the balance shall be used to pay the costs and each landowner shall pay one-half of the remaining costs for said maintenance or repair.

3. The well has one main pump, and any repairs or maintenance to said main pump shall be split between the landowners. The well further has two holding tanks, which serve each parcel of land. Repairs and maintenance to either of the holding tanks, or to the pipes leading from each of the holding tanks to the separate parcels, shall be the sole responsibility of the landowner for whom the holding tank or the pipes benefit.

4. If the property described in Exhibit "A" attached hereto is further subdivided, this agreement shall be confirmed or renegotiated, at the option of the landowners of the real property concerned herein. If and when the owners of that real property described in Exhibit "B" attached hereto drill a new well, this agreement shall cease and the parties shall be released from the terms and conditions herein.



BOOK 203 PAGE 937

5. This agreement shall be binding upon the heirs, successors, and/or assigns of the parties.

By our signatures hereto, we, THOMAS E. REBEK and CHRISTINE M. REBEK, husband and wife, hereby agree to the terms and conditions set forth above.

Dated this 26 day of October, 2000.

Lenore R. Henderson, Trustee  
Lenore R. Henderson, Trustee

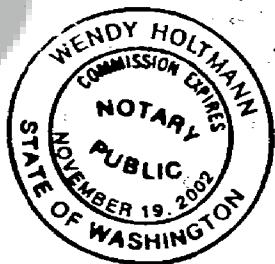
Thomas E. Rebek  
Thomas E. Rebek

Christine M. Rebek  
Christine M. Rebek

STATE OF WASHINGTON )  
COUNTY OF Klickitat ) ss.

I certify that I know or have satisfactory evidence that LENORE R. HENDERSON is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of the Lenore R. Henderson 1996 Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 27, 2000.



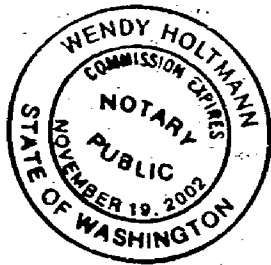
Wendy Holthmann  
Name: Wendy Holthmann  
Notary Public in and for the State of  
Washington, residing at 1111 1st St NW  
My commission expires: 11/19/2002

BOOK 203 PAGE 938

STATE OF WASHINGTON )  
COUNTY OF Klickitat ) ss.

On this day personally appeared before me THOMAS E. REBEK to me known to be the individual 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 26 day of October, 2000.

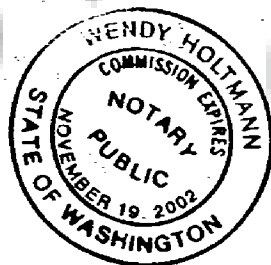


Wendy Holtmann  
Name: WENDY HOLTMANN  
Notary Public in and for the State of  
Washington, residing at White Salmon  
My commission expires: 11/19/2002

STATE OF WASHINGTON )  
COUNTY OF Klickitat ) ss.

On this day personally appeared before me CHRISTINE M. REBEK to me known to be the individual 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 26 day of October, 2000.



Wendy Holtmann  
Name: WENDY HOLTMANN  
Notary Public in and for the State of  
Washington, residing at White Salmon  
My commission expires: 11/19/2002

BOOK 203 PAGE 939

EXHIBIT "A"

The Northeast quarter of the Southwest quarter of the Northeast quarter of  
Section 22, Township 4 North, Range 9 East, of the Willamette Meridian, in  
the County of Skamania, State of Washington.

BOOK 203 PAGE 940

EXHIBIT "B"

A tract of land in the Northeast quarter of Section 22, Township 4 North, Range 9 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the Lenore Henderson Short Plat, recorded in Book 3 of Short Plats, Page 365, Skamania County Records.