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BY *Boyd Gaffney et al*

MAY 10 4 45 PM '02

Boyd

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RETURN ADDRESS

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Please Print neatly or Type information
DOCUMENT TITLE(S)

Roadway and Water Well Ownership,
Use and Maintenance Agreement

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

Additional Reference #'s on page _____

GRANTOR(S)

RICHARD LINGO & BETTY LINGO, H&W
AND
DONALD LINGO & SANDRA LINGO,
H&W

Additional Grantors on page # _____

GRANTEE(S)

RICHARD LINGO & BETTY LINGO, H&W
AND
DONALD LINGO & SANDRA LINGO, H&W

Additional Grantees on page # _____

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

N1/2 of the SE 1/4 Sec 32, T 2 N. Range 5 EWM

Additional Legal is on page # _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

2-5-32-4-600 + 601

5-10-02

Additional Parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**ROADWAY AND WATER WELL OWNERSHIP, USE AND
MAINTENANCE AGREEMENT**

THIS AGREEMENT made this 26 day of April, 2002 by and between RICHARD LINGO and BETTY LINGO, husband and wife, of 42 Lingo Drive, Washougal, WA 98671, and DONALD LINGO and SANDRA LINGO, husband and wife, of 4802 NE 115th, Vancouver, WA 98686,

RECITALS

WHEREAS, the parties hereto are property owners of adjacent parcels of property located in Skamania County, Washington, RICHARD LINGO and BETTY LINGO, husband and wife, are owners of that certain property described in Exhibit A attached hereto and hereinafter referred to as the WEST PARCEL. DONALD LINGO and SANDRA LINGO, husband and wife, are owners of that certain property described in Exhibit B attached hereto and hereinafter referred to as the EAST PARCEL; and

WHEREAS, the parties have reached an understanding on the terms and conditions for mutual use and maintenance of the existing driveway and water well located approximately on the boundary line between the properties, and the right to draw water therefrom, in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

1. Ownership of Water Well and Water Rights. The parties hereto acknowledge and agree that upon the signing of this agreement, each will have a 1/2 interest in and to the existing water well, together with the casing, pump and engine used in connection therewith, and the right to draw water therefrom.

2. Use of Water. The parties acknowledge that use of the well has been shared and each party will have the right to use an amount of water which is reasonably necessary for the current and normal domestic uses of the properties; PROVIDED HOWEVER, in the event that it is subsequently determined that either party is using extraordinary amounts of water beyond current and existing amounts of water, the party using more water shall be obligated to make remuneration to the other party in some mutually agreed amount. In the event that the parties cannot mutually agree within sixty (60) days as to whether extraordinary amounts are being used or the amount of remuneration which is due, the parties agree to have installed appropriate meters to measure each parties' use of water. Cost of installation will be split equally between the parties. Cost for maintenance and repair shall be prorated between the parties in accordance with actual water use.

3. Road Maintenance. The parties acknowledge that the subject parcels share a common access driveway and utility easement that is primarily on the EAST PARCEL owned by DONALD and SARA LINGO, approximately located along the East boundary line of that parcel and then turning West towards the WEST PARCEL owned by

RICHARD and BETTY LINGO. The parties agree that the reasonable costs of maintenance of the existing roadway shall be split evenly between the parties. Any plans to expend resources for the driveway shall be communicated to the other party no less than 10 days prior to the work beginning. However, should either party damage the roadway for any reason (such as installing additional utilities or heavy truck traffic associated with building projects), that party shall have the sole obligation of returning the driveway to its previous condition.

4. Default and Legal Costs. If any party to this Agreement fails to perform or make payment as provided for herein, and such failure continues for a period of ten (10) days after written notice from the other party, such failure shall constitute a default of this Agreement. If, by reason of any default by any party to this Agreement a legal action becomes necessary, the losing party agrees to pay all reasonable legal costs and attorney fees incurred in connection therewith. It is further agreed that the venue of any legal action brought under the terms of this Agreement shall be Clark County, Washington.

4. Binding on Heirs, Successors and Assigns. The legal rights and covenants provided for hereunder shall run with the land, and shall be for the benefit of and binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have entered and acknowledged the Water Well Use, Ownership and Maintenance Agreement to be effective on the year and date first written above.

By execution of this Agreement, the parties hereto acknowledge receipt of a copy of this Agreement executed by the parties whose signature appears below.

Richard Lingo
RICHARD LINGO

Donald W. Lingo
DONALD LINGO

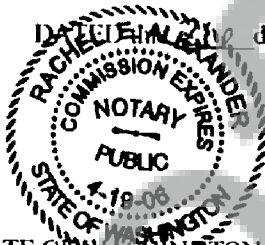
Betty J. Lingo
BETTY LINGO

Sandra H. Lingo
SANDRA LINGO

STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that RICHARD LINGO AND BETTY LINGO, husband and wife, 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.

DATED this 20 day of April, 2002.

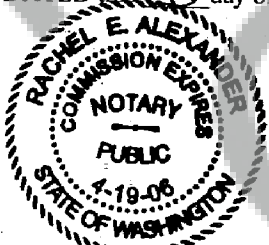


Rachel E. Alexander
NOTARY PUBLIC in and for
the State of Washington
My Commission expires: 4-19-06

STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that DONALD LINGO AND SANDRA LINGO, husband and wife, are the person 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.

DATED this 20 day of April, 2002.



Rachel E. Alexander
NOTARY PUBLIC in and for the
State of Washington,
My Commission expires: 4-19-06

EXHIBIT A

The West half of the following described area:

That portion of the West 300 feet of the East 891 feet of the North Half of the Southeast Quarter (N1/2SE1/4) of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, which lies northerly of the channel of the Washougal River and southerly of the county road known and designated as the Washougal River Road.

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EXHIBIT B

The East half of the following described area:

That portion of the West 300 feet of the East 891 feet of the North Half of the Southeast Quarter (N1/2SE1/4) of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, which lies northerly of the channel of the Washougal River and southerly of the county road known and designated as the Washougal River Road.