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BOOK 228 PAGE 274

RETURN ADDRESS:

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FILED FOR RECORD
SKAMANIA CO WASH
BY Peter Branks

AUG 21 12 14 PM '02
V. Bartels
AUDITOR
J. MICHAEL GARRISON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. AGREEMENT RE WATER USAGE
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. WIEBE, DENNIS
2. WIEBE, Judy
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. WIEBE, DENNIS
2. WIEBE, Judy
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

N.E. 1/4, N.E. 1/4 SEC 36 T3N R7E
NW 1/4 E 1/4 SEC 36 T3N R7E REAL ESTATE EXCISE TAX

☒ Complete Legal on Page 3, 4, 5 of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

AUG 21 2002

PAID 1/1
of Deposits
SKAMANIA COUNTY TREASURER

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers on Page _____ of Document.

3-7-36-1-202, 400, 500

8/21/02

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

AGREEMENT RE WATER USAGE

WHEREAS Dennis Wiebe and Judy Wiebe, his wife, a marital community, hereinafter referred to as the Wiebes, are the owners in fee simple of the property commonly known as 52 Simmons Road, legal description attached hereto as Exhibit A, and hereinafter referred to as lot number one (1); and 102 Simmons Road, legal description attached hereto as exhibit B, and hereinafter referred to as lot number two (2); and 12 Simmons Road, legal description attached hereto as exhibit C, and hereinafter referred to as lot number three (3); and

WHEREAS the Wiebes have placed a well and pump on lot 1 which currently produced approximately fifty (50) gallons of water per minute; and

WHEREAS the Wiebes desire to grant and convey a license for lots two and three to have access to the water produced by the well on lot one, said license to run with the land and be subject to the terms and conditions set forth herein, they do hereby agree and covenant as follows:

I) The fee owners of lots one, two, and three will be equally responsible for the day to day expenses and costs of maintenance of the well and pump on lot one. In the event that the pump needs to be replaced, that cost will be borne equally by the fee owners of lots one, two, and three. Said replacement shall be made within three business days of any pump failure.

II) The cost of maintenance of the lines of transmission of the water shall be borne by each lot individually.

III) Lot three may draw water only for domestic uses for within the single family dwelling located upon the lot. Any outdoor water use must come from the existing well on said lot three.

IV) All lots agree to use only the amount of water necessary for reasonable residential consumption. Said reasonable residential consumption specifically does not include in ground pools, or portable water tanks except as contained within a recreational vehicle, tent trailer, or trailer.

V) In the event that production from the well falls below fifty (50) gallons of water per minute, a majority of the lot owners may impose reasonable restrictions upon water consumption including, but not limited to, no lawn watering, no car washing, and alternating days for watering of flowering plants. All lot owners agree to abide by the restrictions so imposed. Said restrictions shall remain in place and effect until the well again produces at least fifty (50) gallons per minute of flow.

VI) Lots two and three shall contribute fifteen dollars (\$15) toward the electricity to run the pump. This payment shall be made on or before the fifth day of each month, commencing with the first month in which ownership of a lot is transferred from the Wiebes to a new purchaser. The fee owner of lot one shall be responsible for payment of the cost of electricity to run the well and pump. This amount will be subject to annual review in August of each year, commencing with August of 2003. In no event will the yearly increase exceed the percentage increase, if any, in the Skamania County Public Utility District No. one

charge for electricity over the prior twelve month period.

VII) In the event that any sums owed by a lot owner are not timely paid, the remaining lot owners may file a lien against the lot owing the funds. Such liens shall accrue interest at the legal rate, and maybe foreclosed as provided in Washington Lien law.

VIII) In the event any lot owner has to institute suit to enforce any of the terms of this agreement, the prevailing party in such suit shall be entitled to an award of reasonable attorney fees and costs.

IX) In the event that the well runs dry, this agreement shall become null and void and of no further effect. In the event any clause should be found unenforceable by a court of general jurisdiction, the remaining clauses shall remain in full force and effect.

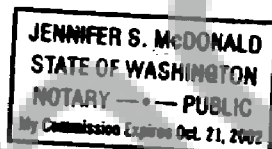
X) This agreement shall be interpreted based upon the laws of the State of Washington. Venue for any court proceedings shall be in Skamania County, Washington.

XI) This agreement shall be binding on the heirs and assigns of the Wiebes. Upon sale of any lot by the Wiebes, this agreement shall be binding on and run with the land of said purchaser, his heirs and assigns. As used herein any denomination by gender shall include both male and female, and the singular shall apply to the plural.

Wherefore, Dennis Wiebe and Judy Wiebe have attached their signatures hereto this 23 day of July, 2002, in Stevenson, Skamania County, Washington.

Dennis Wiebe
DENNIS WIEBE

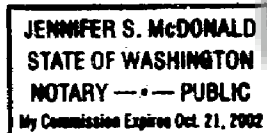
SUBSCRIBED AND SWORN to before me this 23rd day of July 2002.



Jennifer S. McDonald
Notary Public for the State of
Washington Residing at Carson
My Commission Expires: 10-21-02

Judy Wiebe
JUDY WIEBE

SUBSCRIBED AND SWORN to before me this 23rd day of July 2002.



Jennifer S. McDonald
Notary Public for the State of
Washington Residing at Carson
My Commission Expires: 10-21-02

EXHIBIT A

A Tract of land located in the northeast quarter of the northeast quarter of Section 36, Township 3 North, Range 7 East, Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the northeast corner of said Section 36, thence South $0^{\circ}40'20''$ West along the east section line of said Section 36, a distance of 1312.00 feet to the southeast corner of said subdivision: thence North $89^{\circ}31'34''$ West along the south line of said subdivision, a distance of 1136.21 feet to a yellow plastic survey marker imprinted "Bell Design 11873" set on a 5/8-inch diameter rebar and the True Point of Beginning;

thence North $89^{\circ}31'34''$ West along the south line of said subdivision, a distance of 185.81 feet to the southwest corner of said subdivision (also, the southwest corner of that certain deed recorded in book 151, page 536 of Skamania County records on August 2, 1995) monumented with a yellow plastic survey marker imprinted "Bell Design 11873" set on a 5/8-inch diameter rebar;

thence North $0^{\circ}30'08''$ East, along the west line of said subdivision, a distance of 297.30 feet to a point on the south right of way line of a County road designated as Simmons Road, said point is monumented with a yellow plastic survey marker imprinted "Bell Design 11873" set on a 5/8-inch diameter rebar;

thence easterly a distance of 22.54 feet along said south right of way line which is a curve having a radius of 1935.00 feet and a central angle of $0^{\circ}40'03''$ and being subtended by a chord which bears North $73^{\circ}09'29''$ East, a distance of 22.54 feet to Skamania County aluminum right of way marker;

thence continuing along said south right of way line South $17^{\circ}15'52''$ East, a distance of 5.00 feet to a Skamania County right of way marker;

thence continuing easterly along said south right of way line a distance of 44.17 feet on a curve having a radius of 1940.00 feet and a central angle of $1^{\circ}18'16''$ and being subtended by a chord which bears North $72^{\circ}10'19''$ East, a distance of 44.16 feet;

thence continuing along said south right of way line North $71^{\circ}31'11''$ East, a distance of 96.15 feet to a yellow plastic survey marker imprinted "Bell Design 11873" set on a 5/8-inch diameter rebar;

thence South $4^{\circ}27'55''$ East, a distance of 345.63 feet to the True Point of Beginning, containing 1.26 acres, more or less, together with the east twenty (20) feet of the following:

all that part of the Northwest Quarter of the Northeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian in the County of Skamania, State of Washington, lying easterly of the County Road known and designated as the Simmons Road.

BOOK 207, PAGE 554

EXHIBIT B BOOK 208 PAGE 278

A Tract of land located in the northeast quarter of the northeast quarter of Section 36, Township 3 North, Range 7 East, Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the northeast corner of said Section 36; thence South $0^{\circ}40'20''$ West along the east section line of said Section 36, a distance of 1312.00 feet to the southeast corner of said subdivision; thence North $89^{\circ}31'34''$ West along the south line of said subdivision, a distance of 974.39 feet to a yellow plastic survey marker imprinted "Bell Design 11873" set on a 5/8-inch diameter rebar and the True Point of Beginning;

thence North $89^{\circ}31'34''$ West along the south line of said subdivision, a distance of 161.82 feet to a yellow plastic survey marker imprinted "Bell Design 11873" set on a 5/8-inch diameter rebar;

thence North $4^{\circ}27'55''$ West, a distance of 345.63 feet to a point on the south right of way line of a County road designated as Simmons Road, said point is monumented with a yellow plastic survey marker imprinted "Bell Design 11873" set on a 5/8-inch diameter rebar;

thence North $71^{\circ}31'11''$ East along said south line, a distance of 130.85 feet to a yellow plastic survey marker imprinted "Bell Design 11873" set on a 5/8-inch diameter rebar;

thence South $9^{\circ}28'13''$ East, a distance of 392.75 feet to the True Point of Beginning, containing 1.22 acres, more or less.



EXHIBIT C

All that part of the Northwest Quarter of the Northeast Quarter of Section 36 Township 3 North Range 7 East fo the Willamette Meridian, in the county of Skamania, State of Washington, lying Easterly of the County Road Known and designated as the Kanaka Creek Road and Southerly of the County Road known and designated as the Simmons Road less the East twenty (20) thereof.