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Page 1 of 6
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J. MICHAEL GARVISON
AUDITOR
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SCR 26597

Document Title(s) or transactions contained therein:

1. Non-Exclusive Easement for Well and Water lines

Reference Number(s) of Documents assigned or released:

(on page ____ of documents (s))

Grantor (Last name first, then first name and initials)

1. Heuton, Rogene
2. Jackson, Julie Simenson f/k/a Julie Simenson Francis, Trustees of the Bonnette Family Living Trust

Grantee (Last name first, then first name and initials)

1. Jackson, Kelly R. and Julie

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

NW 1/4 Sec. 4, T1N, R5E, Skamania County, Washington.

Additional legal is on page 2 and 3 of document.

REAL ESTATE EXCISE TAX

Assessor's Property Tax Parcel/Account Number

01-05-04-0-0-0101-00

01-05-04-0-0-0500-00

G.S.

N/A
MAR 31 2004

PAID

N/A
Vickie Clelland
SKAMANIA COUNTY TREASURER

Non-Exclusive Easement for Well and Water Lines

SECTION ONE PARTIES

The parties to this agreement are as follows:

- 1.1 Rogene Heuton and Julie Simenson Jackson, f/k/a Julie Simenson Francis, Trustees of the Bonnette Family Living Trust ("Bonnette Trust"), Grantors.
- 1.1 Kelly R. Jackson and Julie Jackson, husband and wife ("Jackson"), Grantees.

SECTION TWO RECITALS

2.1 Grantor is the owner of certain property contiguous to the Jackson Property located in Skamania County, Washington, more particularly described in those deeds dated June 9, 1981 and recorded as Instrument Nos. 92565, Book 79, Page 797, and 92566, Book 79, Page 798, recorded June 9, 1981, records of Skamania County, Washington SUBJECT TO: A conveyance as part of a Boundary Line Agreement executed between the same parties. ("Bonnette Trust Property").

- 2.2 Grantees are the owners of the following-described property:

Situate in the County of Skamania, State of Washington, to-wit:

All that portion of the following described real property lying Southwesterly of County Road No. 1213 described as the Salmon Falls Road.

The East one-third of the following described tract of land:

The North Half of the Northeast Quarter and the North Half of the Northwest Quarter all in Section 4, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Skamania County by instrument recorded May 1, 1968 in Book 59, Page 48, Skamania County Deed Records.

SUBJECT TO: A conveyance as part of a Boundary Line Agreement executed between the same parties.
("Jackson Property")

2.3 Grantor owns a well and has water rights associated with that well located upon Bonnette Trust Property.

2.4 The parties desire to provide certain limited usage of the well and existing water lines to Grantees as more fully described in this easement.

SECTION THREE EASEMENT

3.1 Grantor grants, conveys, and quitclaims a non-exclusive easement to Grantees over the following-described real property:

That parcel of land located in a portion of the Northeast quarter of Section 4, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at Point A, which Point A is located beginning at the Southwest corner of the East third of the North half of said Northeast quarter and the Northwest quarter of said Section;

Thence North 01°07'58" East, along the West line of said East third for a distance of 212.00 feet;

Thence South 84°53'28" West, for a distance of 134.35 feet;

Thence South 01°34'01" East, for a distance of 17.58 feet to a point to be hereinafter referred to as Point "A".

Beginning at Point "A". Thence North 88°52'02" West, for a distance of 26.90 feet to the terminus of said centerline description ("Easement").

3.2 The Easement is for the following purposes:

Non-Exclusive Easement for
Well and Water Lines

3.2.1 Grantees shall have the right to construct, reconstruct, operate, and maintain, repair, and replace those water lines on, over, under, along, and across the Easement.

3.2.2 Grantor further grants, conveys, and quitclaims to Grantees a non-exclusive right to ground water from the well located at a point within the Easement provided that such water usage shall be restricted to domestic use only and not for irrigation, stock water, or any other purpose.

3.2.3 Grantees shall be solely responsible for the maintenance of all water lines on the Easement and shall be responsible for fifty percent (50%) of any maintenance required for the well.

SECTION FOUR GRANTOR'S USE OF PROPERTY

Grantor reserves the right to the use and enjoyment of the Bonnette Trust Property described above but such use shall not conflict or interfere with Grantees' rights in the Easement. Grantor shall not construct, place or maintain any building within the Easement nor shall Grantor install any structures within the Easement that would interfere with the maintenance or safe operation of the well and waterlines.

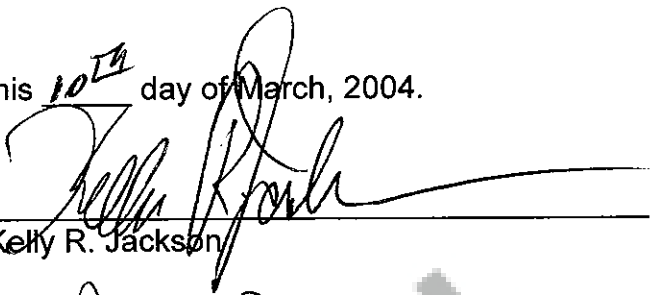
SECTION FIVE INDEMNITY

The Grantees agree to indemnify and hold harmless the Grantor from any and all claim for damages suffered by Grantor including Grantor's agents, guests and employees which may be caused by Grantees' negligence in the exercise of the rights herein granted, provided that the Grantees shall not be responsible to Grantor or Grantor's agents, guests or employees for any damages or injury to any person or property caused by acts or omissions of Grantor, including Grantor's agents, guests or invitees.

SECTION SIX SUCCESSORS AND ASSIGNS

The rights and obligations of the parties shall be for the benefit of and be binding upon the respective successors, heirs and assigns, it being expressly understood that this is a covenant running with the land.

Signed at Clarkston, Washington this 10th day of March, 2004.

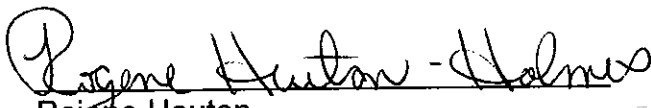


Kelly R. Jackson

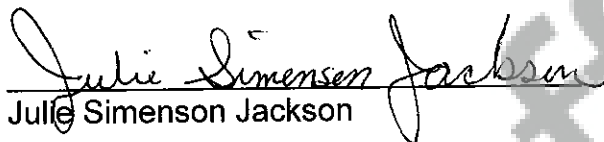


Julie Jackson

Trustees of the Bonnette Family Trust



Rojeane Heuton

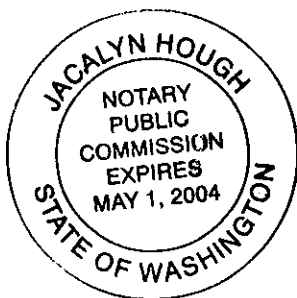


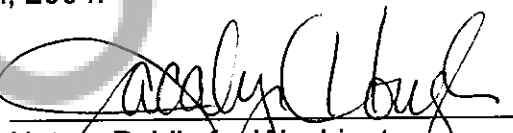
Julie Simenson Jackson

STATE OF WASHINGTON)
 : ss.
County of Asotin)

I certify that I know or have satisfactory evidence that KELLY R. JACKSON and JULIE JACKSON 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 10th day of March, 2004.





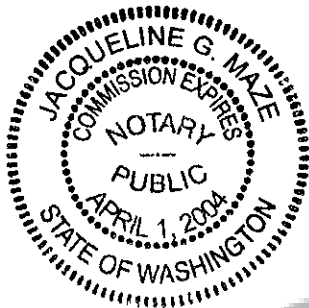
Notary Public for Washington
Residing at Clarkston Asotin WA
My appointment expires: 5-1-04

Non-Exclusive Easement for
Well and Water Lines

STATE OF WASHINGTON)
) ss.
County of CLARK)

I certify that I know or have satisfactory evidence that ROJENE HEUTON and JULIE SIMENSON JACKSON, Trustees of The Bonnette Family Living Trust, 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 11 day of March, 2004.



Jacqueline G. Maze
Notary Public for Washington

Residing at Battle Ground, WA
My appointment expires: 4-1-2004