

RETURN ADDRESS:

**ROBERT BROWN
302 LAUREL LANE
WASHOUGAL, WA 98671**

Re: **CCT 00097026WT**

DOCUMENT TITLE(S)
WATER AGREEMENT

REFERENCE NUMBER(S) OF RELATED DOCUMENTS:

GRANTOR(S) *(Last, First and Middle Initial)*

1. **BROWN, ROBERT M.**
- 2.
3. **Additional Grantors on page**

GRANTEE(S) *(Last, First and Middle Initial)*

1. **CAMPEN, LOWELL**
2. **CAMPEN, DIANE**
3. **Additional Grantors on page**

TRUSTEE:

- 1.

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

PTN OF LOTS 42 & 43, OF WASHOUGAL RIVERSIDE TRACTS

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: **02-05-32-3-0-0801-00**

10-19-04
am

☐ **If this box is checked then the following applies:**

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

WATER AGREEMENT

THIS AGREEMENT made this day by and between ROBERT M. BROWN, hereinafter designated as "Owner", and LOWELL and DIANE CAMPEN, husband and wife, hereinafter designated as "Users".

WITNESSETH;

WHEREAS, Owner owns the following described real property upon which is located a well and water system:

County of Skamania, State of Washington

Lots 29 and 29A, Washougal Riverside Tracts, as per the plat thereof recorded in Book__ /PG ___. Records of Skamania County, WA.

And

WHEREAS, Users own S portion of lot 42 & 43 Washougal Riverside Tracts and desire to have water supplied thereto from the well of Owner:

Now, THEREFORE, in consideration of the mutual covenants herein contained, it is greed by the parties hereto as follows:

1. Owner agrees to supply and sell to Users, and this agreement shall be binding upon, their heirs, successors in interest, administrators, assigns and personal representatives of the parties hereto and the water right herein granted and the obligations created shall be construed as a covenant and right running with the land of the Owners above described and the real property of the Users described as follows:


S portion of Lot 42 & 43 Washougal Riverside Tracts, as per the Plat thereof recorded in Book A/PG 80, records of Skamania County, WA.

2. Water from the well and water system now located upon the property above described shall be in such amount as shall be sufficient for reasonable household and domestic use, including use for lawns and gardens; provided that sprinkling of lawn and garden shall not exceed two (2) hours in any one day. It is understood that the pipe now serving Users' premises is of adequate size and in no event shall Users be entitled to install a larger pipeline under this agreement.
3. Users agree to pay the sum of Fourteen and no/100 Dollars (\$14.00) per month for said water and said monthly charge shall be paid on the 1st day of each succeeding month, or in one lump sum each January. Users covenant and agree that Owner shall have the right to cease serving the aforescribed premises with water at

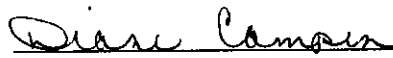
any and all times said monthly charge for water or Users' share of any maintenance expense shall remain unpaid after the 10th of the month in which said charge shall become due and payable.

4. Owner shall, at his expense, operate said water system. The parties shall bear the expense of repairs and maintenance and/or replacement costs of the pump, pressure tank, piping and electrical controls therefor and pump house. Users shall be responsible for maintaining the pipeline running from said pump house to and within the boundaries of their own property. Repair and maintenance expenses shall be divided as follows: two-thirds by owner, one-third by User. Parties acknowledge certain agreed-upon terms for the first 24 months of use by User.
5. Users do hereby release and discharge Owner, his heirs and assigns, from any and All damages that may result to Users property and premises due to lack of water or from the bursting, stoppage and leakage of any water pipe, and from damages Users, their heirs, guests or assigns, may suffer or incur from the use of or in the consumption of water supplied to Users' premises. Users, for themselves, their heirs and assigns covenant and agree to save Owner, their heirs or assigns, free and harmless from any and all damages sustained by person or property resulting from the use or consumption of said water.
6. Should either party hereto commence a legal action to enforce any of the terms and conditions of this Agreement, the prevailing party in any such suit shall be entitled to a reasonable sum as attorneys' fees, together with the costs and expenses of such suit or action, including attorneys' fees and costs and expenses of any appeal thereof and the losing party hereby agrees to pay the prevailing party such amount.

IN WITNESS WHEREOF the parties have hereunto set their hands this _____ day of _____, 2004.


Robert M. Brown, Seller/Owner


Lowell Campen, Buyer/User


Diane Campen, Buyer/User

This document prepared by Owner, Robert M. Brown, on this
Date, September 24, 2004.

Exhibit A

Lots 42 and 43, WASHOUGAL RIVERSIDE TRACTS, according to the plat thereof, recorded in Book "A" of plats, pages 80 AND 81, records of Skamania County, Washington.

EXCEPT that portion thereof described as follows:

BEGINNING at the Westerly corner of said Lot 43; thence in a Southeasterly direction following the Westerly line of said Lot, 525 feet; thence North $48^{\circ}04'$ East 138.1 feet; thence North $50^{\circ}38'$ East 261.9 feet to intersection with the Easterly line of said Lot 42; thence in a Northwesterly direction following the Easterly line of said Lot, 525 feet to the Northerly corner of said Lot; thence following the Northerly lines of said Lots 43 and 42, South $50^{\circ}38'$ West 261.9 feet; thence South $48^{\circ}04'$ West 138.1 feet to the Point of Beginning of the tract hereby excepted.

Unofficial Copy

State of Washington
County of Clark

I certify that I know or have satisfactory evidence that Robert M. Brown is the person(s) who appeared before me, and said person(s) acknowledged that he signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 14, 2004

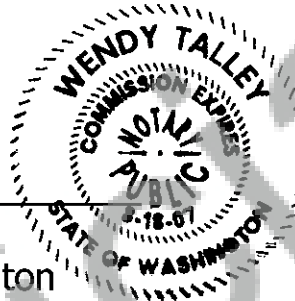


Wendy Talley

Notary Public in the State of Washington

Residing at St. Helens, OR

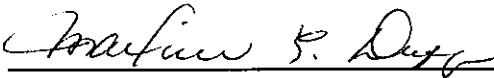
My commission expires: 8/18/07



State of Washington
County of Clark

I certify that I know or have satisfactory evidence that Lowell V. Campen and Diane E. Campen are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: October 18, 2004



Maxine Duff

Notary Public in the State of Washington

Residing at Vancouver

My commission expires: 6-9-2007

