

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Albert F. Schlotfeldt, Attorney  
Duggan Schlotfeldt & Welch, PLLC  
900 Washington Street, Suite 1020  
Vancouver, WA 98660

**Grantors (Person or Company  
indebted to Claimants):** DAVID CREAGAN, BRENDA CREAGAN, GERALD SAUER and MARY  
SAUER,  
**Grantees (Claimants):** DAVID CREAGAN, BRENDA CREAGAN, GERALD SAUER and MARY  
SAUER  
**Abbreviated Legal:** E 1/2 OF SECTION 23, T7N, R6E W.M.  
G.S. 4/15/05  
**Assessor's Property Tax  
Parcel/Account #:** 07-06-23-00-1101, 07-06-23-00-1108, 07-06-23-00-1109, 07-06-23-00-1111, 07-  
06-23-00-1112  
**Other Reference Nos:** \_\_\_\_\_

**WELL AGREEMENT**

This Agreement is made this 5 day of APRIL, 2005, by DAVID  
CREAGAN, BRENDA CREAGAN, GERALD SAUER and MARY SAUER, the record title  
owners of five adjacent parcels of property abutting certain easements described on the attached  
Exhibits.

**RECITALS**

The declarations contained in this Well Agreement ("Agreement") are based on the  
following factual recitals:

A. DAVID CREAGAN and BRENDA CREAGAN are the owners of three parcels  
of real property legally described in the records of Skamania County under document Nos.  
2004154973, 2004154974 and 2004154975.

*Ag*

B. GERALD SAUER and MARY SAUER are the owners of two parcels of real property legally described in the records of Skamania County under document Nos. 2004154976 and 2004154977.

C. There are five wells serving the subject parcels, as depicted on Exhibit "A" ("the wells"). Each of the parcel owners shall have the right to equitably use the water for their respective parcels.

D. As of the date of this agreement, the respective owners of the parcels and their addresses are as follows:

DAVID and BRENDA CREAGAN, 19707 NE 105<sup>th</sup> Avenue, Battle Ground, WA 98604  
GERALD and MARY SAUER, 26300 NE 16<sup>th</sup> St., Camas, WA 98607

## SECTION ONE EASEMENT

1.1 WELL PROTECTION AREA. The parties to this agreement hereby grant and convey to each other a perpetual easement for certain well protection areas 100 feet in diameter around each of the wellheads depicted in Exhibit "A". The well protection area burdens the respective parcels and runs with the land. The parties recognize that due to the placement of the wells the well protection areas may cross onto the adjacent parcel. The parties agree that they shall not permit any activity in the well protection areas that may in any way threaten or be detrimental to the well or its ability to produce potable water.

## SECTION TWO ASSIGNMENT OF RIGHTS

All rights granted in this Agreement shall not be further assignable by the parcel owners except as an appurtenance to and in conjunction with the sale or subdivision of their parcels.

## SECTION THREE AMENDMENT

The provisions of this Agreement may be amended, but only with the consent of 75% of the parcel owners of all the property described herein.

## SECTION FOUR

### BINDING AGREEMENT

The easement rights and responsibilities set forth in this Agreement shall be perpetual and shall run with the land, and shall be binding on the successors and assigns of the parcel owners.

## SECTION FIVE

### VOTING

If a parcel is owned by more than one person, all the owners of a parcel will collectively be referred to as the parcel owner, and will be entitled to only one collective vote, i.e., each parcel represents one vote in the matters covered by this Agreement.

In witness, the undersigned have executed this Agreement on the date first written above.

~~DAVID CREAGAN~~

**BRENDA CREAGAN**

GERALD SAUER

MARY SAUER

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that David Creagan and Brenda Creagan appeared personally before me and that I know or have satisfactory evidence 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 5<sup>th</sup> day of April, 2005.

JUDITH E. SHAW  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
JULY 10, 2008

*Judith E. Shaw*  
 NOTARY PUBLIC FOR WASHINGTON  
 My Commission Expires: *July 10, 2008*

STATE OF WASHINGTON )

: ss.

County of Clark )

I certify that Gerald Sauer and Mary Sauer appeared personally before me and that I know or have satisfactory evidence 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 14 day of April, 2005.



Katie C. Slick  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: Nov. 7, 2008

# EXHIBIT "A"



NE CORNER OF  
S 1/2 NE 1/4

CREAGAN

100-FOOT RADIUS  
WELL PROTECTION  
EASEMENT

SAUER

CREAGAN

100-FOOT RADIUS  
WELL PROTECTION  
EASEMENT

CREAGAN

SAUER

LODGEPOLE  
LANE

"25 ROAD"

PINE  
CREEK

100-FOOT RADIUS  
WELL PROTECTION  
EASEMENT

E 1/2 of SECTION 23, T7N, R6E, WM

SCALE: 1"=250'  
DATE: 3/07/05

JOB NO.: 03-109  
CALC. BY: CEW

DRAWN BY: CC  
DWG# 03-109S