

AFTER RECORDING MAIL TO:

SR 27449
Woodrich & Archer LLP
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

Document Title(s) or transactions contained therein:

1. Agreement for Water Lines and Well

Grantor(s): [Last name first, then first name and initials]

1. Carpenter, Gary
 2. Carpenter, Rose
- ☒ Additional names on page 2 of document (Louis Wellman)

Grantee(s): [Last name first, then first name and initials]

1. Scarborough, David
2. Scarborough, Tracy

☐ Additional names on page _____ of document

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/1/4/1/4]

1. That portion of the East Half of the Southwest Quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian
2. The North Half of the North Half of the North Half of the North Half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 3 North, Range 7 E.W. M.
3. Lot 1 of the Carpenter Short Plat, recorded in Book 3 of Short Plats, Page 147

☐ Complete legal description is on page 3 of document

Reference Number(s) of Documents Assigned or Released: [Bk/Pg/Aud#]

1. Survey recorded June 22, 2004 under Auditor's File Number 2004153440
2. Book 62 Page 692, Auditor's File Number 73219
3. Homestead Certificate Application Number 9770 and recorded at Book B Patents Page 13, Records of Skamania County, dated December 28, 1901

☐ Additional numbers on page _____ of document

Assessor's Property Tax Parcel/Account Number(s):

Parcel # 03072600060000
Parcel # 03072600060100
Parcel # 03072600070100

☐ Property Tax Parcel ID is not yet assigned

AGREEMENT FOR WATER LINES AND WELL

AGREEMENT made this 2 day of ^{May}~~April~~, 2005 between GARY CARPENTER and ROSE CARPENTER, Husband and Wife, LOUIS WELLMAN, a Single Man, and DAVID SCARBOROUGH and TRACY SCARBOROUGH, Husband and Wife.

RECITALS

WHEREAS, Gary Carpenter and Rose Carpenter (Sellers) entered into a Vacant Land Purchase and Sale Agreement (Number 69127) with David Scarborough and Tracy Scarborough (Buyers) on November 18, 2004.

WHEREAS, Sellers' property contains two surface water spring boxes as well as a pipe outlet as depicted in the survey recorded June 22, 2004 under Auditor's File Number 2004153440, Records of Skamania County, Washington.

WHEREAS, Louis Wellman has a recorded easement for right of way for water pipeline not exceeding two (2) inches in diameter, and right to take water for domestic purposes, from a certain spring located on the property owned by Sellers and described in Section 1.1 of this Agreement. Louis Wellman's interest is recorded at Book 62 Page 692, Auditor's File number 73219, Records of Skamania County.

WHEREAS, Sellers' counteroffer to the above referenced Agreement (Addendum 1-13) dated November 30, 2004 referred to a separate agreement for the easements for the water lines and the well, as well as how the Buyers and Sellers will operate the well. Said agreement was to be agreed to by Buyer and Seller at the time of closing.

WHEREAS, Sellers have a Homestead Certificate Application number 9770 and recorded at Book B Patents Page 13, Records of Skamania County, dated December 28, 1901 vesting them to water rights on property described in Section 1.1 below.

WHEREAS, Sellers have filed Water Rights Claims for each point of diversion as depicted on the surveyor's map with the Washington State Department of Ecology. Said claims respectively assigned water right claim registry numbers OCT 672018295, OCT 672018294, and MAR 13740310.

WHEREAS, this Agreement for Water Lines and Well reflects those terms that have been referred to in the Sellers' Counteroffer dated November 30, 2004 and subsequently agreed to by all of the parties named herein.

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

Section One
Description of Premises and Source

- 1.1 The Sellers own the following described real property upon which three springs are located:

That portion of the East Half of the Southwest Quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Easterly of County Road No. 2071 (Aalvik). EXCEPT Lot 1 of the Carpenter Short Plat, recorded in Book 3 of Short Plats, Page 147, Skamania County Records.

- 1.2 Louis Wellman owns the following described real property, adjacent to the property owned by Sellers, and originally described in the deed recorded at Book 79 Page 651 Auditor's File Number 92379 as:

The North Half of the North Half of the North Half of the North Half of the Southeast Quarter of the Southwest Quarter of Section 26, Township 3 North, Range 7 E.W.M., EXCEPT that portion East of Aalvik Road; ALSO, the South Half of the South Half of the South Half of the Northeast Quarter of the Southwest Quarter of Section 26, Township 3 North, Range 7 E.W.M, EXCEPT that portion East of Aalvik Road; ALSO known as Lot 1 of Mattie K. Aalvik's Short Plat, recorded in Book 2 of Short Plats, Page 57, under Auditor's File No. 86665, records of Skamania Co., State of Washington, with the appurtenances.

- 1.3 Sellers also are the owners of real property described as:

Lot 1 of the Carpenter Short Plat, recorded in Book 3 of Short Plats, Page 147, Skamania County Records.

Section Two
Alternate water source contingency

- 2.1 Buyers shall have nine months (9) from the date of closing on purchase of the property described in Section 1.1 to drill a well on the property described as:

That portion of the East Half of the Southwest Quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Easterly of County Road No. 2071 (Aalvik).

2.2. Alternatively, with prior written consent from Sellers, said consent not to be unreasonably withheld, Buyers may drill in some suitable location, as determined by Sellers, on Seller's property described as:

Lot 1 of the Carpenter Short Plat, recorded in Book 3 of Short Plats, Page 147, Skamania County Records.

- 2.3 Buyers agree that, prior to drilling a well, Buyers will obtain all required permits and/or approvals required by all Federal, State or local agencies and otherwise comply with all rules and regulations required to drill a well for domestic purposes.
- 2.4 Buyers and Sellers agree that if Buyers drill a well, as set forth above, and that well consistently produces collectively at least 14 gallons per minute such that Sellers shall have a water supply for the property of seven (7) gallons per minute over a seven-month feasibility period, at the end of said seven month period, Sellers will assign to Buyers any water rights Sellers have obtained. Said assignment by Sellers shall be subject to Buyers satisfaction of all conditions as set forth in Section Three below. Sellers agree to execute all documents necessary to assign any rights Sellers have, including completing and filing an Application for Change/Transfer of Water Right with the Washington State Department of Ecology. In exchange for said assignment of any water rights and release of easement by Sellers, Buyers agree to provide the owners of the real property described in Section 1.3 of this Agreement with water for domestic purposes in accordance with the terms herein.
- 2.5 Lois Wellman agrees that if Buyers drill a well, as set forth above, and that well consistently produces collectively at least 14 gallons per minute such that Louis Wellman shall have a water supply for the property of seven (7) gallons per minute over the seven-month feasibility period described in Section 2.4, Louis Wellman will agree to quit claim any rights Louis Wellman had to the easement and spring water as set forth in that Statutory Warranty Deed recorded at Book 62, Page 692, Records of Skamania County. Said assignment by Louis Wellman shall be subject to Buyers satisfaction of all conditions as set forth in Section Three below. In exchange for said release of easement rights and spring water as set forth above, Buyers agree to provide the owners of the real property described in Section 1.2 of this Agreement with water for domestic purposes in accordance with the terms herein.

Section Three
Buyers' additional conditions precedent

- 3.1 Provided that the conditions set forth in Section Two are satisfied, Sellers and Louis Wellman shall have no obligation to relinquish their respective easement rights and rights to domestic water as contained in the recorded documents

referenced herein until Buyers have satisfied the following additional conditions set forth below:

- 3.2 Buyers agree to cover all costs for drilling a well and comply with all regulations to drill as specified in Section 2.3 of this Agreement. Buyers agree to cover all costs associated with the pipes and all other necessary appurtenances required to transfer water from a well that produces at least seven (7) gallons per minute to the home site for Sellers and seven (7) gallons per minute to the home site for Louis Wellman .
- 3.3 If Buyers drill a well that produces collectively at least fourteen (14) gallons per minute in accordance with Section 2 of this Agreement, and said well is located on the property purchased by Buyers and described in Section 1.1 of this Agreement, in addition to the costs specified in Section 3.2, Buyers agree to cover all of Sellers' and Louis Wellman's costs to execute any required quit claim deed(s), easements, Department of Ecology Applications for Change/Transfer of Water Rights, and maintenance agreements for water from said well.
- 3.4 If Buyers drill a well that produces collectively at least fourteen (14) gallons per minute in accordance with Section 2 of this Agreement, and said well is located on the property purchased by Buyers and described in Section 1.1 of this Agreement, Buyers further covenant that Buyers will not take any actions that cause the usage of water from said well to either exceed 5000 gallons per day or otherwise cause the water usage from said well to require a water-right permit or certificate.
- 3.5 If Buyers drill a well that produces collectively at least fourteen (14) gallons per minute in accordance with Section Two of this Agreement, and said well is located on property owned by Sellers and described in Section 1.3 of this Agreement, Buyers agree to cover all of Sellers and Louis Wellman's costs to execute the required quit claim deeds, easements, Department of Ecology Applications for Change/Transfer of Water Rights, and maintenance agreements for water from said well.

Section Four ***Sellers' Rights to Well***

- 4.1 Buyers agree that if said well is drilled on Sellers' property described in Section 1.3 of this Agreement, and said well does not produce, collectively, at least fourteen (14) gallons per minute over the seven month feasibility period, Buyers shall either leave the well for Sellers' use with no obligation of Sellers to transfer any water rights pursuant to Section 2.4 of this Agreement, or Buyers shall restore Sellers' property to its prior condition and close said well in accordance with all rules and regulations as may be required by State, Federal or local regulations.

The option whether to utilize or close a well producing, collectively, not less than fourteen (14) gallons per minute shall be entirely within the Sellers' discretion, and Sellers' election shall have no effect on Sellers' or Louis Wellman's continuing right to use the surface water described in the surveyor's map recorded June 22, 2004 under Auditor's File Number 2004153440, Records of Skamania County, Washington, and as set forth in the Statutory Warranty Deed recorded at Book 62, Page 692, Records of Skamania County.

- 4.2 Buyers and Sellers agree if Sellers and Louis Wellman continue to use the surface water located on the real property described in Section 1.1 of this Agreement, said use shall be subject to the terms and conditions set forth in the surveyor's map recorded June 22, 2004 under Auditor's File Number 2004153440, Records of Skamania County, Washington and in the Statutory Warranty Deed recorded at Book 62, Page 692, Records of Skamania County.

Section Five Maintenance of Water System

- 5.1 If Buyers drill a well that produces collectively at least fourteen (14) gallons per minute in accordance with Section Two of this Agreement, and said well is located on the real property purchased by Buyers and described in Section 1.1 of this Agreement, the parties to this Agreement agree that the costs to maintain said easement and well shall be shared equally between Buyers, Sellers, and Louis Wellman. The parties agree that, if Sellers and Louis Wellman continue to use the well located on the real property described in Section 1.1 of this Agreement, the terms of this Agreement shall supercede the terms contained in the surveyor's map filed June 22, 2004 Auditor's File No. 2004153440, Records of Skamania County.
- 5.2 If Buyers drill a well that produces collectively at least fourteen (14) gallons per minute in accordance with Section Two of this Agreement, and said well is located on the property owned by Sellers and described in Section 1.3 of this Agreement, the parties to this Agreement agree that the costs to maintain said well shall be shared equally between Sellers and Louis Wellman.

Section Six Assignment/Appurtenance to Land

- 6.1 The terms contained in this Agreement shall be binding on the heirs, assigns and successors of the parties hereto, and shall supercede all prior agreements between the parties with regard to the easements and rights for domestic water previously made of record.

Section Seven
Document Preparation

- 7.1 The parties to this Agreement agree that said document has been prepared by Katy J. Archer of Woodrich & Archer LLP for Gary and Rose Carpenter (Sellers). The parties have each been advised that their rights may be affected by this Agreement, and that each party should seek their own independent legal advice prior to signing said document.

IN WITNESS THEREOF, the parties have executed this Agreement at Stevenson, Washington the day and year first written above:


GARY CARPENTER, SELLER


ROSE CARPENTER, SELLER

DAVID SCARBOROUGH, BUYER


TRACY SCARBOROUGH, BUYER

LOUIS WELLMAN


Section Seven
Document Preparation

- 7.1 The parties to this Agreement agree that said document has been prepared by Katy J. Archer of Woodrich & Archer LLP for Gary and Rose Carpenter (Sellers). The parties have each been advised that their rights may be affected by this Agreement, and that each party should seek their own independent legal advice prior to signing said document.

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ROSE CARPENTER, SELLER



DAVID SCARBOROUGH, BUYER

TRACY SCARBOROUGH, BUYER

LOUIS WELLMAN

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IN WITNESS THEREOF, the parties have executed this Agreement at Stevenson, Washington the day and year first written above:

GARY CARPENTER, SELLER

ROSE CARPENTER, SELLER

DAVID SCARBOROUGH, BUYER

TRACY SCARBOROUGH, BUYER



LOUIS WELLMAN

STATE OF Florida)
County of Miami-Dade) ss

On this 28th day of April, 2005, personally appeared DAVID SCARBOROUGH and TRACY SCARBOROUGH, Husband and Wife, described as Buyers in this Agreement, to me known to be the individuals described as Buyers and who executed this Agreement and acknowledged to me that they signed said Agreement as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of April, 2005.



NOTARY PUBLIC in and for the
State of Florida
My commission expires: 7/29/07

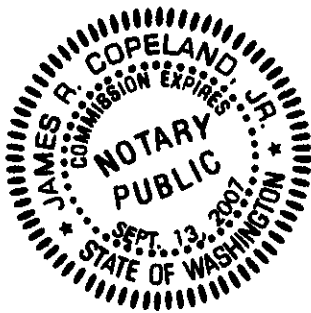



Xiomara Villaverde
My Commission DD235766
Expires July 29, 2007

STATE OF WASHINGTON)
) ss
County of Skamania)

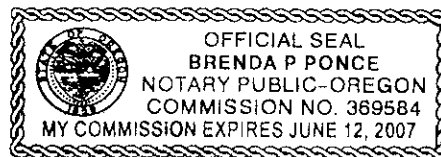
On this 28 day of April, 2005, personally appeared GARY CARPENTER and ROSE CARPENTER, Husband and Wife, described as Sellers in this Agreement, to me known to be the individuals described as Sellers and who executed this Agreement and acknowledged to me that they signed said Agreement as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of April, 2005.



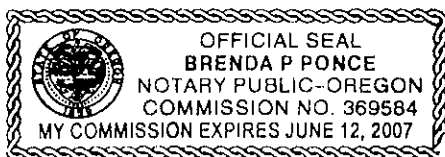

NOTARY PUBLIC in and for the
State of Washington,
My commission expires: 9-11-07

STATE OF OREGON)
) ss
County of Hood River)



On this 27th day of April, 2005, personally appeared DAVID SCARBOROUGH and TRACY SCARBOROUGH, Husband and Wife, described as Buyers in this Agreement, to me known to be the individuals described as Buyers and who executed this Agreement and acknowledged to me that they signed said Agreement as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of April, 2005.

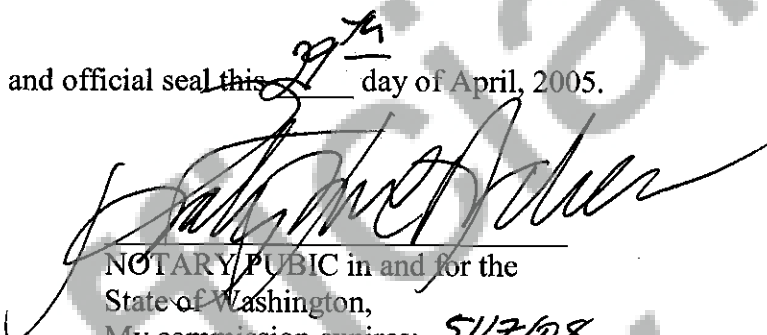


Brenda P Ponce
NOTARY PUBLIC in and for the
State of OREGON
My commission expires: June 12, 2007

STATE OF WASHINGTON)
) ss
County of Skamania)

On this 27th day of April, 2005, personally appeared LOUIS WELLMAN, to me known to be the individual described who executed this Agreement and acknowledged to me that he signed said Agreement as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of April, 2005.



NOTARY PUBLIC in and for the
State of Washington,
My commission expires: 5/17/08

