

AFTER RECORDING MAIL TO:

Name Ronald H. Reynier, P.C.
Address P.O. Box 758
City\State Hood River, OR 97031

Document Title(s): (or transactions contained therein)

1. Vacation of Water Rights and Easements and Quitclaim Deed
- 2.

Reference Number(s) of Documents
assigned or released:

114870 BK131 PAGE 853 11/4/92 (RA)

☐ Additional names on page __ of document

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

1. Ellsworth, Michael
2. Mershon, Clarence E.
3. Mershon, Colleen L.

☐ Additional names on page __ of document

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

1. Ellsworth, Michael
2. Mershon, Clarence E.
3. Mershon, Colleen L.

☐ Additional names on page __ of document

Abbreviated Legal Description as follows: (i.e. lot\block\plat or section\township\range\quarter\quarter)

Lots 2, 3, and 4 of the B3, P12 Skamania County Short Plats

X Complete legal description is on pages 4 and 5 of document

Assessor's Property Tax Parcel\Account Number(s):
3-9-8-208, 3-8-8-209 and 3-8-8-210

**VACATION OF WATER RIGHTS AND EASEMENTS
AND QUITCLAIM DEED**

GRANTORS: Michael Ellsworth, Clarence E. and Colleen L. Mershon

GRANTEES: Michael Ellsworth, Clarence E. and Colleen L. Mershon

Legal Description (abbreviated): Lots 2, 3, and 4 of the B3, P12 Skamania County Short Plats

Additional Legals on Page(s): 4-5

Assessor's Tax Parcel ID Nos.: 3-8-8-208, 3-8-8-209, 3-8-8-210

Reference Nos. of Documents Released or Assigned:

WHEREAS: Clarence and Colleen Mershon are the owners of that certain parcel of real property described in Exhibit "A" attached hereto and incorporated herein by reference ("Parcel A"), and

WHEREAS: Michael Ellsworth is the owner of that certain parcel of real property described in Exhibit "B" attached hereto and incorporated herein by reference ("Parcel B"), and

WHEREAS: A well is located on Parcel "A" that has been operated pursuant to Washington Department of Ecology Permit No. G2-26403), the "Permit", to provide water to Parcel B; and

WHEREAS: The parties have agreed that Parcel B shall no longer be provided water from the well located on Parcel A or pursuant to the Permit;

THEREFORE: In consideration of the mutual promises, covenants, and agreements set forth herein, the parties agree as follows:

1.0 RELEASE OF WATER RIGHT: Michael Ellsworth hereby releases and abandons any right that may exist to use water from the well located on Parcel A, or withdrawn pursuant to the Permit, and conveys all such rights to Clarence and Colleen Mershon without reservation of any rights or claims.

**VACATION OF WATER RIGHTS AND EASEMENTS
AND QUITCLAIM DEED**

2.0 RELEASE AND VACATION OF EASEMENTS: Michael Ellsworth hereby releases and vacates any easement he may have over any portion of Parcel A arising from, relating to, or for the operation or maintenance of the well or the water system it serves. Clarence and Colleen Mershon hereby release and vacate any easement they may have over any portion of Parcel B arising from, relating to, or for the operation or maintenance of the well or the water system it serves.

3.0 OWNERSHIP OF FACILITIES: Clarence and Colleen Mershon shall have full title and possession of all pipe, fittings, equipment, fixtures, or other components of the well or water system that lie within the boundaries of Parcel A on the date of execution hereof. Michael Ellsworth shall have full title and possession of all pipe, fittings, equipment, fixtures, or other components of the well or water system that lie within the boundaries of Parcel B on the date of execution hereof.

4.0 ATTORNEY'S FEES: Should this Agreement be referred to an attorney for the enforcement of any rights hereunder or should any action or suit be instituted by any party to enforce any provision of this Agreement, the non-breaching party shall be entitled to recover, in addition to any award or costs or disbursements provided by statute, such additional sums as the Court may deem reasonable as attorney's fees and costs or expenses of litigation including, but not limited to, costs of discovery, investigation, or other such reasonable costs, together with such sums as may be allowed as attorney's fees and costs on appeal.

5.0 CONSTRUCTION: Each of the parties hereto acknowledges they have had full opportunity to consult with counsel regarding the interpretation, draft and execution of this Agreement. The principle that an agreement shall be construed against the drafter shall not be applicable to the construction of this Agreement.

6.0 INTEGRATION: This writing is the entire agreement between the parties. There are no other agreements or representations, written or oral, relied upon by either party. This Agreement may not be modified except by the express written agreement of the parties.

7.0 HEIRS AND ASSIGNS: This agreement applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns.

8.0 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties expressly agree that any litigation commenced to enforce any rights pursuant to this Agreement shall be commenced in Skamania County, Washington.

**VACATION OF WATER RIGHTS AND EASEMENTS
AND QUITCLAIM DEED**

Michael Ellsworth

Michael Ellsworth

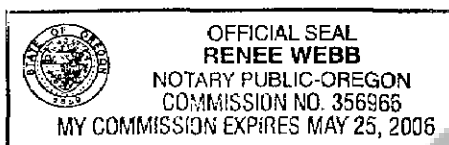
Kim Ellsworth

Kim Ellsworth

OREGON
STATE OF WASHINGTON)
Hood River) ss.
County of Skamania)

On this day personally appeared before me Michael Ellsworth and Kim Ellsworth, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of April, 2005.



Denee Webb
NOTARY PUBLIC for Washington
Residing at: Hood River, OR
Commission Expires: 5-25-06

Clarence E. Mershon

Clarence E. Mershon

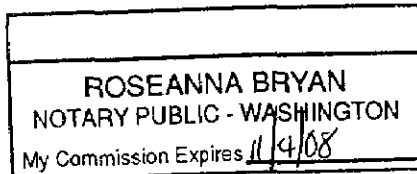
Colleen L. Mershon

Colleen L. Mershon

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me Clarence E. and Colleen L. Mershon, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of March, 2005.



Roseanna Bryan
NOTARY PUBLIC for Washington
Residing at: Portland, Oregon
Commission Expires: 11/4/08

**VACATION OF WATER RIGHTS AND EASEMENTS
AND QUITCLAIM DEED**

EXHIBIT "A"

Commencing at the center of the Northwest one-quarter of the Northwest one-quarter of Section 8, Township 3 North, Range 8 East, Willamette Meridian, thence South 89°09'06" East a distance of 154.00 feet along the North line of the Southeast one-quarter of the Northwest one-quarter of the Northwest one-quarter, also being the Northwest corner of Lot 2, Book 3, Short Plats, Page 12, thence South 01°09'55" West a distance of 190.00 feet to the true point of beginning; thence South 89°09'31" East a distance of 215 feet; thence South 01°17'01" West a distance of 427.8 feet; thence South 88°14'52" West a distance of 15.8 feet, thence North 88°17'45" West a distance of 180.32 feet, thence North 05°59'19" East a distance of 130.78 feet, thence North 16°15'31" West a distance of 96.85 feet, thence North 01°09'50" East a distance of 202.97 feet to the true point of beginning.

EXHIBIT B

Parcel 1:

Property being described is located in the Southeast one-quarter of the Northwest one-quarter of the Northwest one-quarter of Section 8, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows, to wit:

Beginning at the center of the Northwest one-quarter of Section 8; thence North 89° 23' 07" West a distance of 290.22 feet; thence North 01° 17' 01" East a distance of 32.13 feet to the true point of beginning; thence North 01° 17' 01" East a distance of 407.80 feet; thence South 89° 12' 44" East a distance of 260.39 feet; thence South 01° 18' 09" West a distance of 375.13 feet to the North right-of-way line of Bear Creek Road; thence along said right-of-way South 78° 38' 06" West a distance of 125.04 feet; thence continuing along said right-of-way South 88° 09' 36" West a distance of 138.45 feet to the true point of beginning, said parcel containing 2.37 acres more or less.

Parcel 2:

Property being described is located in the Southeast one-quarter of the Northwest one-quarter of the Northwest one-quarter of Section 8, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows, to wit:

Beginning at the center of the Northwest one-quarter of Section 8; thence North 01° 18' 09" East a distance of 70.40 feet along the East line of the Northwest one-quarter of the Northwest one-quarter to a point on the North right-of-way line of Bear Creek Road as traveled to the true point of beginning; thence South 78° 38' 06" West a distance of 30.75 feet along said right-of-way; thence North 01° 18' 08" East a distance of 375.13 feet; thence North 89° 12' 44" West a distance of 260.39 feet; thence North 01° 17' 01" East a distance of 20.00 feet; thence North 89° 09' 31" West a distance of 215.00 feet; thence North 01° 09' 50" East a distance of 190.00 feet; thence South 89° 09' 31" East a distance of 505.85 feet along the North line of the Southeast one-quarter of the Northwest one-quarter of the Northwest one-quarter; thence South 01° 18' 09" West a distance of 578.39 feet to the true point of beginning, said parcel containing 2.59 acres more or less.