

After Recording Return to:

Roger D. Knapp
430 NE Everett Street
Camas, WA 98607

REAL ESTATE EXCISE TAX

N/A
JUL 30 2008
PAID N/A
Victor Cleveland, Deputy
SKAMANIA COUNTY TREASURER

JOINT WELL AGREEMENT

Grantors: Daniel Gustafson and Janet E. Gustafson, Husband and Wife
Grantees: Daniel Gustafson and Janet E. Gustafson, Husband and Wife
Legal descrip. (abbrev.): Sec. 20, T2N, R5E Full legal pg 4
Tax Parcel ID Nos.: 02052000020000; 02052000010700
Prior Document No. 2008170531

Agreement made this day by and between DANIEL GUSTAFSON and JANET E.
GUSTAFSON, husband and wife, hereinafter referred to as GRANTORS, and DANIEL
GUSTAFSON and JANET E. GUSTAFSON, husband and wife, hereinafter referred to as
GRANTEES:

RECITALS

1. Grantors are the owners of two parcels of real property more particularly described in
Exhibit "A" attached hereto and by this reference incorporated herein.

2. There is a Well located on Parcel A. Said Well is identified by Skamania County
Health Department as Well No. AHM 916. The Grantors intend to sell Parcel A and desire to
reserve an easement for the benefit of Parcel B to use water from the Well and to provide for the
joint use of said Well by the owners of Parcel A and the owners of Parcel B.

NOW, THEREFORE, the parties agree as follows:

Section 1: Grant of Easement. Grantors hereby grant Grantees an easement to take and
use water for domestic purposes from the Well located on Parcel A. The easement granted

herein shall include the right to go upon Parcel A for the purpose of installing and maintaining a pipeline from the Well to the structures on Parcel B.

Section 2: The Owner of Parcel A and the Owner of Parcel B shall have the right to jointly use water from the Well for domestic purposes. Water shall not be used for any agricultural, silvicultural, commercial, industrial or any purpose other than ordinary usage associated with a single family residence.

Section 3: Inadequate Supply. In the event that the supply of water from the Well is inadequate to provide sufficient water for the domestic needs of both Parcel A and Parcel B, then Parcel A shall be required to disconnect from the Well and discontinue all use of water from the Well. It shall be conclusively presumed that the Well is inadequate to serve both properties if it delivers a flow of less than ten gallons per minute. In such event, Parcel A shall disconnect from the Well, at which time Parcel A's obligation to contribute to maintenance, repairs, and the cost of operation of the Well shall terminate.

Section 4: Each party agrees to pay one-half of all expenses incurred in maintenance and repair of the well pump and motor. Each party shall be responsible solely for all costs incurred in installing and maintaining pipelines from the Well to their respective residences. All electrical charges for operation of the Well shall be paid by the owner of Parcel B. The owner of Parcel A shall pay to the owner of Parcel B the sum of \$30 per year as its contribution towards electrical costs. Such annual payment shall be due and payable in advance on August 1 of each year.

Section 5: Benefit and Burden. The easement granted herein shall be appurtenant to Parcel B and shall run with the land as to all property burdened and benefited, including any division or partition of such property. The rights, covenants and obligations contained in this

Agreement shall bind, burden and benefit each of the parties hereto, and their heirs, successors and assigns.

Section 6: Exclusiveness. The easement granted herein shall be permanent and exclusive, and is intended for private and non-commercial use only.

Section 7: Re-Record. This Joint Well Agreement is being re-recorded to add Exhibit "A" which was omitted from that document recorded under Skamania County Auditor's File No. 2008170531.

Dated this 29th day of July, 2008.


Daniel Gustafson, Grantor

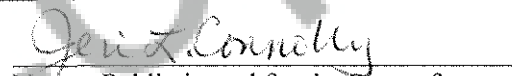

Janet E. Gustafson, Grantor

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~CLARK~~)
Skamania

On this 29th day of July, 2008, personally appeared before me Daniel Gustafson and Janet E. Gustafson, to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged 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 seal this 29th day of July, 2008.




Notary Public in and for the State of
Washington, Residing at Skamania.
My appointment expires: April 28, 2012

Skamania County Assessor
Date 7/30/08 Parcel# 2-5-20-200 & 107

Exhibit A

PARCEL A 02052000020000

The following described tracts in Section 20, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington. The Northeast quarter of the Northwest quarter; and the Northwest quarter of the Northeast quarter of said Section 20, lying Northerly and Easterly of the centerline of the channel of the West Fork of the Washougal River; and that portion of the Southwest quarter of the Northeast quarter of said Section 20, lying Easterly of the centerline of the channel of the West Fork of the Washougal River and lying Northerly of the North line of that tract conveyed to Gordon R. Breaky in Book 78 of Deeds, page 164, records of Skamania County, Washington.

PARCEL B 02052000010700

The Northwest quarter of the Northeast quarter of the Northeast quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

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