

After recording return to:

Norm Haight

231 SW Attwell Rd.

Stevenson, WA. 98648

513-0224

WELL EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is between NORM HAIGHT and MARY TODD HAIGHT (fka MARY TODD UHLIR), a Washington Marital Community, herein "HAIGHT" and PAUL E. NIELSEN and DONNA J. NIELSEN, as Trustees of the Nielsen Family Trust dated September 11, 2011, herein "NIELSEN".

RECITALS

1. HAIGHT has sold to NIELSEN two lots (Lots 3 and 4 of the Murphy Tracts as described below), retaining lot 5. As consideration for a reduction in the sale price of five thousand dollars (\$5,000.00) receipt of which is hereby acknowledged, NIELSEN shall provide HAIGHT with the right of access to a well be to drilled on one of the NIELSEN lots, along with water supply for one residence on the HAIGHT lot, provided the parties share in the maintenance and utility costs of the well.

2. The NIELSENS are the owners of two tracts of land, Southwest quarter of the Southeast quarter of Section 23, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington (referred to herein as "NIELSEN Lots" also referred to as "Lots 3 and 4 of the Murphy Tracts") legally described as;

PARCEL I (also referred to as "Lot 3 of the Murphy Tracts")

Beginning at a point in the center of Wind River 110 feet in a northerly direction from the Northwest corner of Lot Ten (10) of Blaisdell Tracts, as same appears on the official plat recorded in the office of the Auditor for Skamania County, State of Washington; thence following the center of Wind River in a northerly direction in such a manner as to deed a parcel of land which will measure in a straight line fifty feet in width; thence in an easterly direction to the present west boundary line of Old County Road; thence following the west boundary line of said road in a southerly direction in such a manner as to convey a parcel of land which will

\\10080\\WELL AGREEMENT AND EASEMENT.DOC -1-

Skamania County Assessor
Date 8-8-13 Parcel # 4-7-23-3-4-1100
[Signature]

measure in a straight line fifty feet in width; thence in a straight line westerly to the place of beginning.

EXCEPT that portion Conveyed to Norman R. Haight by instrument recorded July 23, 1996 in Book 158, Page 541.

Also as described by Suite filed in Skamania County Case No. 88-2-00042-7.

PARCEL II (also referred to as "Lot 4 of the Murphy Tracts")

Beginning at a point in the center of Wind River 160 feet in a northerly direction from the Northwest corner of Lot Ten (10) of Blaisdell Tracts as same appears on the official plat recorded in office of the Auditor for Skamania County, State of Washington; thence following the center of Wind River in a northerly direction in such a manner as to convey a parcel of land which will measure in a straight line fifty feet in width; thence in an easterly direction to the present West boundary line of Old County Road; thence following the West boundary line of said road in a southerly direction in such a manner as to convey a parcel of land which will measure in a straight line fifty feet in width; thence in a straight westerly line to the place of beginning.

Also as recorded in Book Y, Page 293.

3. Haight is the owner of a tract of land located in the Southwest quarter of the Southeast quarter of Section 23, Township 4 North, Range 7 East of the Willamette Meridian in Skamania County, Washington (referred to herein as "HAIGHT Lot" and also referred to as "Lot 5 of the Murphy Tracts") legally described as;

Beginning at a point in the center of Wind River 210 feet in a northerly direction from the Northwest corner of Lot Ten (10) of Blaisdell Tracts as same appears on the official plat recorded in the office of the Auditor for Skamania County, State of Washington; thence following the center of Wind River in a northerly direction in such a manner as to convey a parcel of land which will measure in a straight line fifty feet in width; thence in an easterly direction to the present west boundary line of Old County Road; thence following the west boundary line of said road in a southerly direction in such a manner as to convey a parcel of land which will measure in a straight line fifty feet in width; thence in a straight westerly line to the place of beginning.

Also as recorded in Book X, Page 344.

4. NIELSEN plans to drill a well situated in the SE corner of lot 3, which shall be used by mutual agreement of the parties herein, to supply water to the residences on the NIELSEN Lots and HAIGHT Lot.

5. The parties desire to enter into this agreement for their mutual benefit;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as

follows:

1. **OWNERSHIP/NON-EXCLUSIVE USE.** The well to be situated on the NIELSEN lot, together with the pumphouse, pump, water lines, distribution system and all appurtenances and equipment relating thereto, except the water lines serving each individual house, shall be for the mutual and non-exclusive use and benefit of one single family dwelling on the NIELSEN Lots and one single family dwelling on the HAIGHT Lot. The uses to which the well and water system shall be put are for normal domestic water supply to single-family residences, including landscaping and household garden use.

2. **COVENANT TO DRILL WELL.** NIELSEN hereby covenants to drill a well at NIELSEN's sole expense within five (5) calendar years from the date of this agreement, sufficient to supply HAIGHT's lot with not fewer than seven (7) gallons per minute of continuous potable water supply without significant draw down from the well water level, assuming equal use by any planned residence on NIELSEN's lots. Given the well log evidence submitted to the Washington State Department of Ecology by well drillers for nearby wells, pure and plentiful water is more likely obtained in the 330'-365' range. Unless a minimum of 14 gallons per minute is obtained at a shallower depth, Nielsen agrees to continue drilling deeper, to a maximum depth of 365'. Specific appurtenances to be constructed within the described easement are the well controller, pressure switch, power shut-off pedestal and water shut-off valves on each of the individual supply lines. In the event NIELSEN fails to drill a well within the time allotted, HAIGHT shall be entitled to a full reimbursement of the credit given toward the sale price described above. In the case of a reimbursement, either party shall be allowed to drill a well and install infrastructure at a future date, within the described easements. The opposite party shall have the opportunity to connect to the well and use the water under the terms of this agreement at a later date, after compensating the drilling party in accordance to the terms of the original agreement.

3. **USE RESTRICTIONS.** Well users shall abide by County Health Authority restrictions designed to prevent well contamination from surface land uses, as well as any restrictions as may from time to time be enacted by any civil authority relative to the preservation of wells from contamination.

4. **EASEMENT.** The NIELSENS, owners of the NIELSEN Lots, hereby grant, bargain, sell and convey to HAIGHT, the owner of the HAIGHT Lot, a non-exclusive easement for ingress and egress for maintenance, and utilities twenty (20) feet in width under, over, through and across the southerly boundary of NIELSEN Lot 3, starting at the eastern boundary with Old Blaisdell Rd. and continuing west a distance of 40 feet. Skamania County has issued road permit, #SP 2 10 22660 SEE ATTACHED ADDENDUM "A", for a special right of way use, to place a water line within the right of way on the west side of Old Blaisdell Rd, for the purpose of carrying water from the well located on the NIELSEN lot to a residence located on the HAIGHT lot.

5. **TERM.** The term of this agreement shall be perpetual and without limit and shall be binding upon and inure to the benefit of the heirs, legal representatives successors and assigns of the parties and shall constitute covenants running with each of the parcels described above. This agreement represents the entire understanding of the parties and shall continue as an encumbrance

against their respective lands terminable only upon mutual written agreement.

6. **CONSERVATION/EXCESS USE.** In the event of a water shortage, each party agrees to restrict water use as much as possible in order to attempt to meet the basic water needs of each residence.

7. **MAINTENANCE FEES & COSTS.**

NIELSEN will be solely responsible for construction of the well and infrastructure, including, without limitation, the pump, pumphouse and common lines, and including a 1¼ inch waterline extending from the well to the property boundary of the HAIGHT Lot. The HAIGHT supply line is to be located within the right of way of Old Blaisdell Rd and shall be constructed according to the guidelines contained in the Skamania County Department of Public Works Manual. NIELSEN shall also be solely responsible for maintenance and repair of the pump, pumphouse and common lines and shall pay all electricity usage in connection with the use of the well, provided HAIGHT has not yet built a dwelling on lot 5, and is using water only for recreational purposes, including reasonable outdoor watering. In the event HAIGHT or their successors build a residence on lot 5, the following maintenance provisions shall apply:

- a. Each party will be solely responsible for maintenance and repair of his own individual water pipes, from the point where the pipe hooks into the pump.
- b. Except as provided in Section c below, each of the parties shall share equally in the costs of maintenance or repairs required to maintain the well in a safe and operational condition, provided that the maintenance or repairs benefit both parties.
- c. The cost of any repairs related to the well for extraordinary damage caused by a party shall be borne by the party responsible for the damage.
- d. HAIGHT shall pay five dollars (\$5.00) per month for electricity usage in connection with the use of the well. At HAIGHT's option, said payment may be made in advance on an annual basis.
- e. In the event electricity rates increase, the monthly fee shall be increased by the same percentage.

8. **RELEASE OF LIABILITY.** Each of the parties shall release and hold the others harmless from any liability arising out of the use, maintenance or repair of the well and water system and the easement granted hereunder.

9. **ATTORNEY FEES.** In the event any dispute arises with regard to the terms of this agreement, the prevailing party shall be entitled to its reasonable attorneys fees and costs.

[SIGNATURE PAGES TO FOLLOW]

Unofficial
Copy

HAIGHT:

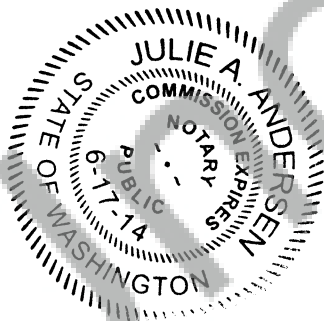
Norm Haight
NORM HAIGHT

Mary Todd Haight
MARY TODD HAIGHT

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

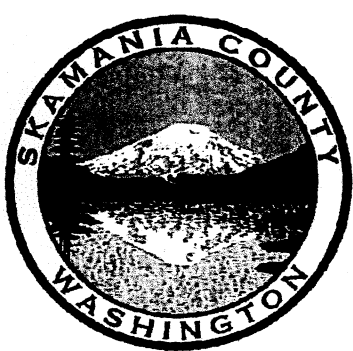
I certify that I know or have satisfactory evidence that **NORM HAIGHT AND MARY TODD HAIGHT** are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6 day of August, 2013.



Julie A. Andersen
Print: Julie A Andersen
NOTARY PUBLIC in and for
the State of Washington
My commission expires June 17, 2014

COUNTY ROAD PERMIT **★ ADDENDUM "A"**
SPECIAL RIGHT OF WAY USE **HAIGHT/NIELSEN WELL AGREEMENT**



Skamania County Public Works
PO Box 1009
Stevenson, WA 98648
Phone: 509-427-3910
www.skamaniacounty.org

Permit Number:	SP 2 10 22660
Road Number:	22660@MP 0.18 0.20L
Parcel Number	04072334110000
County Contact:	Diane McElfresh
Contact Phone No	(509) 427-3910

PERMISSION IS HEREBY GRANTED TO: Norm & Mary Todd Haight *Opt*
WORK DESCRIPTION: Place a water line for a private 2 party well within the right of way on the west side of Blaisdell Road. The line would run from the SE corner of Lot 3, Murphy Tracts, to enter the east side of Lot 5.

PERMIT CONDITIONS: This permit shall be in general conformance with the Skamania County Utility Guidelines Manual for any excavation performed within the Right of Way. (Please see the notification requirements under "NOTE")

1. IF APPROVAL FROM ANY OTHER DEPARTMENT OR AGENCY IS NECESSARY, IT IS THE RESPONSIBILITY OF THE PARTY OR PARTIES GRANTED THIS PERMIT TO OBTAIN.
2. Cultural Resources: The following procedures shall be erected when cultural resources are discovered during construction activities:
- a) Halt Construction-All construction activities within 100 feet of the discovered cultural resources shall cease. The cultural resources shall remain as found; further disturbance is prohibited.
 - b) Notification: The project applicant shall notify the Community Development Department within 24 hours of the discovery. If the cultural resources are prehistoric or otherwise associated with Native Americans, the project applicant shall also notify the Indian Tribal Governments within 24 hours.

NOTE: No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with the Department of Public Works Office 2 working days prior to start of construction. Permittee shall notify the Department of Public Works Office 2 working days prior to completion of work for final inspection by the Department of Public Works.

Subject to all the terms, conditions, and provisions written or printed above or on any part of this form.

Dated at: Stevenson this 1st day of Aug. 2013
[Signature] by: *Diane McElfresh*
Community Development
[Signature]
Skamania County Engineer