

When Recorded Return To:

Randy N. Fredricksen  
165 Pilgrimage Lane  
Goldendale, WA  
98620

SHARED WELL AGREEMENT AND EASEMENT

Grantor: Stanley, Harry  
Grantee: Fredricksen, Randy Neil (Trustee)  
Fredricksen Family Revocable Trust  
Legal Description (abbreviated): Lots 44, 45, Washougal Riverside Tracts, A/80  
Assessor's Tax Parcel Nos.: 02 05 32 3 0 0901 (Lot 44); 02 05 32 3 0 0900 (Lot 45)

AGREEMENT made this 18<sup>th</sup> day of October, 2013, by and between  
**Harry Stanley**, an unmarried man (hereafter "Stanley"), and **Randy Neil Fredricksen**,  
**Successor Trustee of the Fredricksen Family Revocable Trust dated September 13, 2005**,  
as amended (hereafter "Fredricksen").

WITNESSETH:

WHEREAS, Stanley is purchasing one of the parcels of the real property now owned  
by Fredricksen, which property is already segregated as two separate parcels in Skamania  
County, Washington, described as follows:

STANLEY PARCEL - ("Parcel A"):

Lot 45, Washougal Riverside Tracts, recorded in Book "A" of plats,  
page 80, records of Skamania County, Washington.

FREDRICKSEN PARCEL - ("Parcel B"):

Lot 44, Washougal Riverside Tracts, recorded in Book "A" of plats,  
page 80, records of Skamania County, Washington.

WHEREAS, the parties have agreed to share the use of an existing well and well  
pump and desire to reduce their agreement to writing; and

WHEREAS, it is necessary that an easement be created over Parcel A for the benefit of Fredricksen and all successor owners of Parcel B in order to allow for the maintenance of the water lines to the pump and pump cover.

NOW, THEREFORE, the parties agree as follows:

1. Parcel A and Parcel B shall have the right to use water from the existing well which is located at a point which: (a) is approximately 78 feet southwest on a directional line which runs perpendicular to the boundary line which separates Parcels A and B, such directional line beginning on such boundary line approximately 80 feet from the intersection of such boundary line and Washougal River Road; and which (b) is also 80 feet southeast on a directional line which runs perpendicular to the boundary line which separates Parcel A and Washougal River Road, such directional line beginning on such boundary line approximately 78 feet from the intersection of such boundary line which separates Parcel A and Washougal River Road and the boundary line (at Washougal River Road) which separates Parcels A and B.
2. Water shall be used for domestic purposes (for lawns and gardens, etc.), but may not be used for commercial or agricultural use.
3. The owner or occupant of Parcel B shall pay to the owner of Parcel A the sum of Sixty Dollars (\$60.00) per year, payable on January 1 of each year, as compensation for electricity to run the pump.
4. Both parties shall share equally in the cost of general repairs to the well, pump, and pump cover.
5. The duty to install, repair or replace any water lines serving Parcels A and B shall be borne by the person using the line.
6. The owner of Parcel B is granted an easement over Parcel A, ten feet in width, for the purpose of repairing and maintaining a water line which connects to the well. The centerline of the easement commences at the boundary line between Parcels A and B and runs southwest approximately 78 feet to the well on the same directional line described above in Section 1, which is perpendicular to the boundary line which separates Parcels A and B. A map which is marked Exhibit A is attached and incorporated by this reference. The map shows the approximate location of the easement, well, and well cover.
7. This agreement is for the useful life of the existing drilled well located on Parcel A. If the well should go dry, collapse, or generally fail, then this agreement shall be terminated if public water is available. If no public water is available, the parties shall cooperate to reestablish a well in whatever location they deem necessary.

8. This agreement shall run with the land described in Exhibit A. It shall be binding upon and inure to the benefit of the parties, their heirs, successors or assigns. This agreement shall be perpetual until terminated as herein provided or declared void by a court of law.

9. Amendment. This agreement may be terminated or amended only by the mutual consent of all owners.

10. Lien. If an owner shall fail to pay their proportionate share of maintenance expenses as provided in this agreement, then a lien may be impressed upon their property, as in the nature of a mechanics lien, and may be foreclosed after the owner has first been given notice in writing to pay and has neglected to pay for 60 days or more.

11. Attorney's Fees. The prevailing party in any suit, action, or arbitration proceeding conducted to enforce this agreement, or interpret same, shall be awarded their costs together with an award of reasonable attorney's fees.

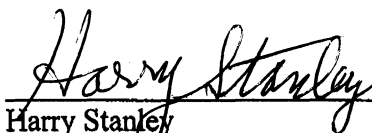
12. Effective Date. The effective date of this agreement shall be the closing date whereby Fredricksen conveys Parcel A to Stanley.


IN WITNESS WHEREOF, the parties have executed this instrument effective the date above indicated.

GRANTOR:

GRANTEE:

Fredricksen Family Revocable Trust  
dated September 13, 2005

  
\_\_\_\_\_  
Harry Stanley

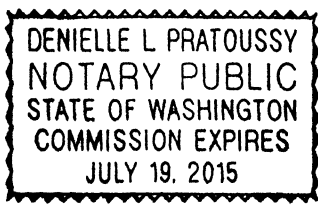
By   
\_\_\_\_\_  
Randy Neil Fredricksen, Successor  
Trustee

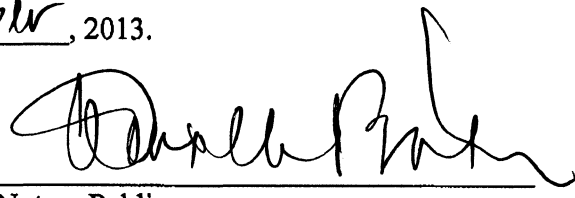
STATE OF WASHINGTON )  
                                *Clark* : ss.  
County of ~~Skamania~~ )

I certify that I know or have satisfactory evidence that Randy Neil Fredricksen is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Successor Trustee of the Fredricksen Family Revocable Trust dated September 13, 2005, as

amended, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 21 day of October, 2013.

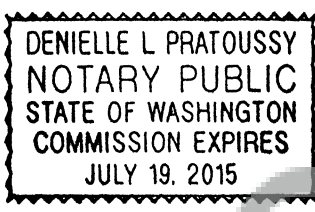


  
Notary Public  
My appointment expires 7/19/15

STATE OF WASHINGTON )  
                                  Clark : ss.  
County of ~~Skamania~~ )

I certify that I know or have satisfactory evidence that Harry Stanley is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 18<sup>th</sup> day of October, 2013.




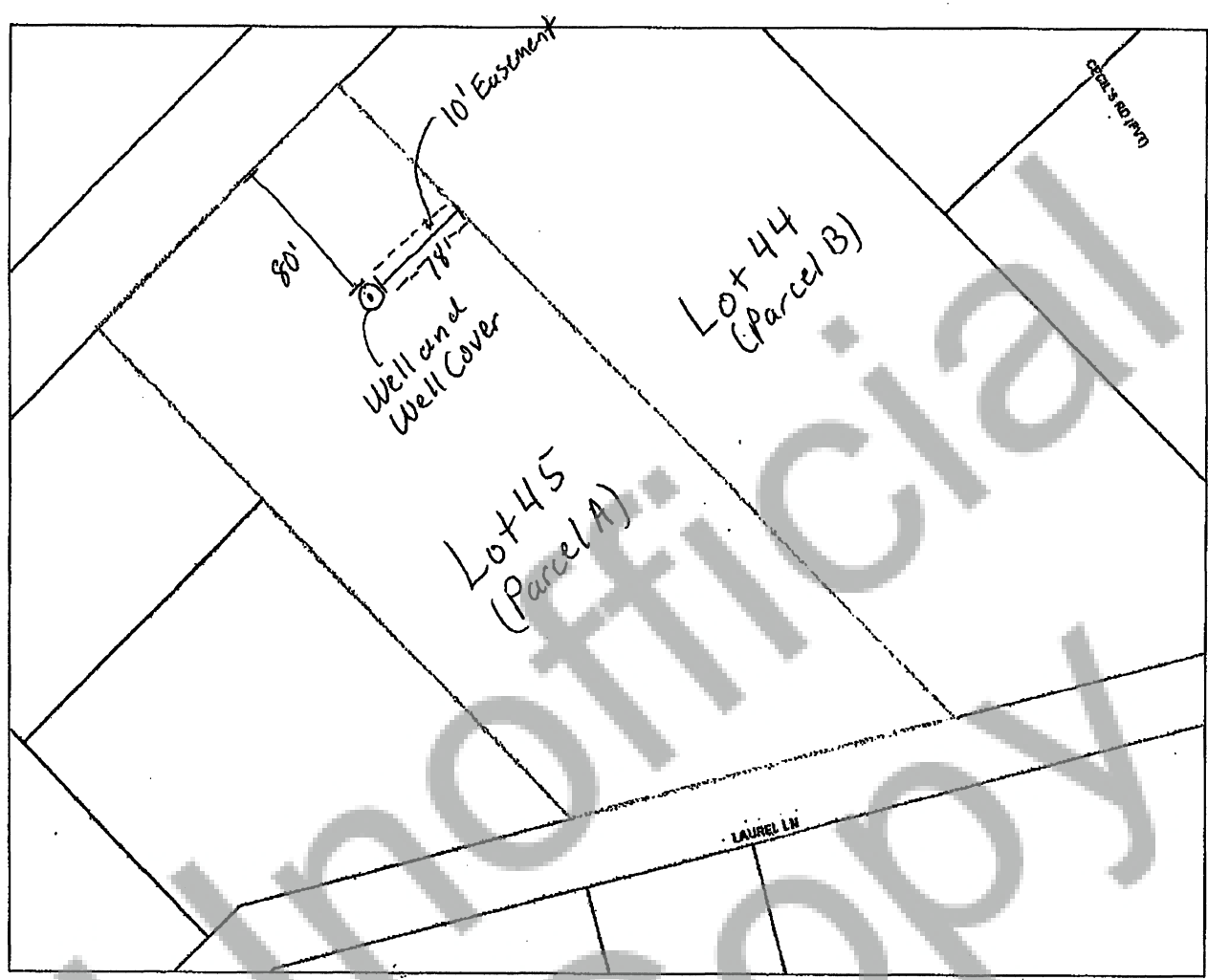
  
Notary Public  
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EXHIBIT A





MAP

# WASHOUCAL RIVERSIDE TRACTS

SITUATED IN SEC. 6, T11N. R. 5E. AND SEC. 31, T. 2N. R. 5E. W.M.  
SKAMANIA COUNTY WASHINGTON.

Scale: 1"=150ft.

Surveyed April 1922. U. Ernest Nelson, Engr.

