

WHEN RECORDED RETURN TO:

Glenn E. Veltkamp
121 Aldon Wachter Road
Stevenson, WA 98648

DOCUMENT TITLE(S):

Well Easement and Maintenance Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

Glenn E. And SeAnne R. Veltkamp

GRANTEE :

Jessica A Taylor, a married woman as her separate estate

ABBREVIATED LEGAL DESCRIPTION:

Ptn. Sec 36, T3N, R7.5E W.M.- PARCEL I, Lot 1 LEONARD BLACKLEDGE SP Bk 3,Pg 59 & Ptn.
Sec. 36, T3N, R7E W.M.-PARCEL II

TAX PARCEL NUMBER(S):

03-75-36-4-0-1101-00, 03-75-36-4-0-1102-00

DOCUMENT TITLE(S):

WELL EASEMENT AND MAINTENANCE AGREEMENT

SUPPLIER OF WATER:

Glenn E. and SeAnne R. Veltkamp
121 Aldon Wachter Road
Stevenson, WA 98648-6559

DESCRIPTION OF PARCEL HOUSING THE WELL AND WATER RITES:

The SE 1/4 of S36, T3N, R7 1/2 East of WM (ABBREVIATED LEGAL DESCRIPTION)

Lot 2 of the Blackledge Short Plat, Parcel 1100
EXCEPT THAT PORTION CONVEYED TO LANE S. STETTLER ET UX BY INSTRUMENT RECORDED JULY
11, 1995, IN BOOK 151, PAGE 1, SKAMANIA COUNTY BOOK OF RECORDS.

TAX PARCEL NUMBER:

03-75-36-4-0-1100-00

BUYER OF WATER (AKA SUPPLIED PARTY):

Jessica A. Taylor

(NAME)

122 Aldon Wachter Road
Stevenson, WA 98648

DESCRIPTION OF PARCELS SHARING THE WELL AND WATER:

Lot 3 of the Blackledge Short Plat, Parcel 1101

And

Lot 1 of the Blackledge Short Plat, Parcel 1102

And

That portion conveyed to Lane S. Stettler ET UX BY INSTRUMENT RECORDED JULY 11,
1995, IN BOOK 151, PAGE 1, SKAMANIA COUNTY BOOK OF RECORDS.

Map of property attached.

Well Easement and Maintenance Agreement

This agreement, made and entered into this 29th day of August, 2015 by and between Glenn and SeAnne Veltkamp, party of the first part, hereinafter referred to as the "SUPPLIER OF WATER," or "SUPPLIER" and Jessica A. Taylor, party of the second part, hereinafter referred to as the "BUYER OF WATER" or "SUPPLIED."

Recitals

1. Glenn and SeAnne Veltkamp are the owners of a tract of land known as Lot 2 of the Blackledge Short Plat, recorded in Book 3 of Short Plats, Page 59, Skamania County Records. EXCEPT that portion conveyed to Lane S. Stettler, et ux, by instrument recorded in Book 151, Page 1.
2. Lot 2 includes a single family home and supplies electricity to well pump house and water system. Said well supplies water to Lots 1 and 3 (as described above on page 1 of this agreement) of the Blackledge Short Plat via two separate metered water lines.

See attached Exhibit 'A'

Glenn and SeAnne Veltkamp, as the suppliers of well water for all three lots, agree to supply water as follows:

1. Water supply shall not be limited unless a drought has been declared by the State of Washington, or the county of Skamania.
2. Three water meters shall be used on the three separate parcel Nos. 1100, 1101, and 1102, which includes that portion conveyed to Lane S. Stettler, et ux, by instrument recorded in Book 151, Page 1, Skamania County records. Water meters on each line are to be used only for determining ratios for repair costs.
3. Lot 3, Parcel 1101, currently consists of a single family dwelling and shall be charged \$25.00 per month for unlimited water usage. Monthly amount to be paid to Glenn and SeAnne Veltkamp, their successors, heirs and assigns.
4. Lot 1, Parcel 1102, includes that portion conveyed to Lane S. Stettler, et ux, by instrument recorded in Book 151, Page 1. Parcel 1102 currently consists of a double garage/shop combination and shall be charged \$10.00 per month for unlimited water usage. Monthly amount to be paid to Glenn and SeAnne Veltkamp, their successors, heirs and assigns.
5. No party may install landscaping or improvements that will impair the use of said easements.
6. Monthly charges have been determined from an average of Skamania County water rates gathered by the supplier from Carson, North Bonneville and Stevenson, Washington utility charges per basic rate of approximately first 400-500 gallons usage. Any changes to the current rate agreed upon, will only be established after 90 days notice from the supplier.
7. Monthly total of \$35.00 shall be due by the 15th of the each month unless agreed upon by both the supplier and the supplied. Failure to pay three consecutive months in a row could result in cancellation of water service

by the supplier.

8. Repairs and maintenance on the well piping will be the responsibility of the party upon which property the actual water piping lines rest. Repairs and maintenance on the well housing, motor, mechanical parts, including meters shall be the responsibility of both the supplier and the supplied in ratio to water usage.
9. Water usage will be determined by monthly readings of all three water meters. These monthly readings will be gathered on or around the first of each month and agreed upon by the supplier and the supplied to maintain accuracy. Monthly readings gathered will determine the percentage of use by each party and will be reflected in the percentage of any and all repairs or maintenance required on actual well housing, mechanical parts and pump motors, as well as labor required to complete the repairs or maintenance.
10. Said maintenance and repairs will be performed by a certified contractor agreed upon by supplier and the supplied, except in emergency situations. Supplied party shall be given copies of all original bills for any required repairs and maintenance. Payment of said maintenance and repair bills will be agreed upon as assessed by both the supplier and the supplied. In the event the parties cannot agree regarding the expenditures an arbitrator shall be chosen to assist in the decision.
11. Each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.
12. Testing of the well water shall be maintained as listed to ensure potability. Tests consist of a Coliform Bacteriological Analysis every year and a Nitrate Nitrogen Chemical Analyses every three years. Test to be performed in the late spring around April of each year as appropriate.
13. Monthly charges will be assessed beginning the month supplied party begins occupation of home and signing of this agreement. Maintenance and/or repairs costs of the well housing, mechanical parts and pump motors, as well as labor required to complete such repairs or maintenance will not begin until six months of usage and meter readings have been established after date of signature on this agreement.
14. In the event the referenced well shall become contaminated and shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate.

This agreement between the below-listed parties is a legal and binding document and shall be binding on both parties, their successors in interest, heirs and assigns.

This document shall be filed with Skamania County Office of Records.

Signed and dated this __29th__ day of __August_____, 2015.

SUPPLIER OF WATER:

kle Veltkamp
Bonne Veltkamp

121 ALDON WACHTER ROAD
STEVENSON, WA 98648

BUYER OF WATER (SUPPLIED PARTY):

Jessica A. Taylor

Jessica A. Taylor

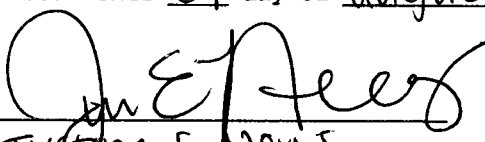
122 ALDON WACHTER ROAD
STEVENSON, WA 98648

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me **GLENN E. VELTKAMP**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledge that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of August, 2015.




JUSTINE E. NORRIS Notary Public
in and for the State of Washington.

Commission expires: December 09, 2018

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me **SeANNE R. VELTKAMP**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledge that he signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31 day of August, 2015.




JUSTINE E. NORRIS Notary Public
in and for the State of Washington.

Commission expires: December 09, 2018

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me JESSICA A. TAYLOR to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledge that he signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of SEPTEMBER, 2015.



Justine E. Norris
JUSTINE E. NORRIS, Notary Public
in and for the State of Washington.

Commission expires: December 09, 2018

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledge that he signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____, 2015.

_____, Notary Public
in and for the State of Washington.

Commission expires: _____

EXHIBIT A

PARCEL I:

Beginning at the Northeast corner of Government Lot 13 of Section 36, Township 3 North, Range 7 ½ East of the Willamette Meridian in the County of Skamania, State of Washington;

Thence along the North line of said Government Lot 13, North 89° 38' 25" West, a distance of 1328.66 feet to the Northwest corner thereof;

Thence along the West line of said Government Lot 13, South 00° 37' 17" West, a distance of 672.28 feet; thence South 65° 05' 40" East, a distance of 167.44 feet to the true point of beginning; thence South 26° 30' 50" West, a distance of 58.98 feet; thence South 63° 29' 10" East, a distance 74.99 feet; thence North 86° 16' 51" East, a distance of 82.75 feet; thence North 29° 23' 54" East, 21.49 feet; thence North 28° 40' 00" East, a distance of 64.91 feet; thence North 63° 29' 10" West, a distance of 6.33 feet; thence North 20° 09' 45" West, a distance of 83.48 feet; thence South 81° 53' 11" West, a distance of 100.79 feet; thence South 26° 30' 50" West, a distance of 69.01 feet to the true point of beginning.

EXCEPTING therefrom that portion conveyed to the State of Washington by instrument recorded February 6, 1995 in Book 148, Page 163.

PARCEL II:

A tract of land in the Southeast Quarter of Section 36, Township 3 North, Range 7 ½ East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Lot 1 of the LEONARD BLACKLEDGE SHORT PLAT, recorded in Book 3 of Short Plats, Page 59, Skamania County Records.

EXCEPTING therefrom that portion conveyed to State of Washington by instrument recorded February 6, 1995 in Book 148, Page 163.

TOGETHER WITH that portion conveyed by instrument recorded July 11, 1995 in Book 151, at Page 1, Skamania County Records, being more particularly described as follows:

A tract of land in the Southeast Quarter of Section 36, Township 3 North, Range 7 ½ East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of Lot 1 of the Leonard Blackledge Short Plat, recorded in Book 3 of Short Plats, Page 59; thence Northwesterly along said South line and its extension to the Northeast corner of Parcel I of the Lane Scott Stettler et ux tract as disclosed by Instrument recorded June 29, 1994 in Book 144, Page 149 Mortgage records; thence Southeasterly along said Easterly line and its extension thereof 116.41 feet; thence Southeasterly 75 feet more or less to a point on the Northerly line of State Highway, which point is 120 feet South of the point of beginning; thence Northeasterly along said North line 120 feet to the point of beginning.