

Return address:

Robert Brown
302 Laurel Lane
Washougal, WA 98671

WELL AGREEMENT

Grantor: Robert M. Brown, an unmarried man
Grantees: Lowell Campen and Diane Campen, husband and wife
Legal descrip. (abbrev.): PTN OF LOTS 42 & 43, OF WASHOUGAL
RIVERSIDE TRACTS
Tax Parcel No.: 02-05-32-3-0-0801-00
Prior Reference No.: 2004154854

THIS AGREEMENT made this day by and between ROBERT M. BROWN, an unmarried man, hereinafter referred to as "Owner", and LOWELL CAMPEN and DIANE CAMPEN, husband and wife, hereinafter referred to as "Users".

WITNESSETH

WHEREAS, Owner owns the following described real property, upon which is located a well and water system:

County of Skamania, State of Washington

Lots 29 and 29A, Washougal Riverside Tracts, as per the plat thereof recorded in Book ____/Page ____, Records of Skamania County Washington.

WHEREAS, Users are the owners of certain real property situate in Skamania County, Washington, more particularly described in the attached Exhibit "A", and desire to have water supplied thereto from the well of Owner; and

WHEREAS, the parties hereto previously executed a "Water Agreement", recorded under Skamania County Auditor's File No. 2004154854, which Agreement shall be revoked and of no

further force and effect, pursuant to the terms herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. That certain Water Agreement by and between the parties hereto, recorded under Skamania County Auditor's File No. 2004154854, is hereby revoked and shall be of no further force and effect.

2. Owner agrees to supply and sell water to Users as long as they own the real property located on the South portion of Lots 42 and 43 of Washougal Riverside Tracts. However, should they sell this property, then the new owner has use of the water supply for only one year from the date of sale, at which time this Well Agreement shall be terminated and rendered null and void.

3. Water from the well and water system now located upon the property above described shall be in such amount as shall be sufficient for reasonable household and domestic use, including use for laws and gardens; provided that sprinkling of lawn and garden shall not exceed two (2) hours in one day. It is understood that the pipe now serving Users' premises is of adequate size, and in no event shall Users be entitled to install a larger pipeline under this Agreement.

4. Users agree to pay the sum of Fourteen and No/100 Dollars (\$14.00) per month for said water, and said monthly charge shall be paid by the 1st day of each month, or in one lump sum each January. Users covenant and agree that Owner shall have the right to cease serving the aforescribed premises with water at any and all times said monthly charge for water or Users' share of any maintenance expense shall remain unpaid after the 10th of the month in which said charge shall become due and payable.

5. Owner shall, at his expense, operate said water system. The parties shall equally bear the expense of repairs and maintenance and/or replacement costs of the pump, pressure tank, piping, and

electrical controls for the pump house. Users shall be responsible for maintaining the pipeline running from said pump house to and within the boundaries of their own property.

6. Users hereby release and discharge Owner, his heirs, and assigns from any and all damages that may result to Users' property and premises due to lack of water or from the bursting, stoppage, and leakage of any water pipe, and from damages Users may suffer or incur from the use of and/or consumption of water supplied to Users' premises. Users agree to hold Owner free and harmless from any and all damages sustained by person or property resulting from the use and/or consumption of said water.

7. Should either party hereto commence a legal action to enforce any of the terms and conditions of this Agreement, the prevailing party in any such suit shall be entitled to a reasonable sum as attorney's fees, together with the costs and expenses of such suit or action, including attorney's fees and costs and expenses of any appeal thereof, and the losing party hereby agrees to pay the prevailing party such amount.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 26th

day of April, 2016.


ROBERT M. BROWN, Owner


LOWELL CAMPEN, User


DIANE CAMPEN, User



 Notary Public in and for the State of
 Washington, Residing at Cumt
 My appointment expires: 12-8-19

Exhibit A

Lots 42 and 43, WASHOUGAL RIVERSIDE TRACTS, according to the plat thereof, recorded in Book "A" of plats, pages 80 AND 81, records of Skamania County, Washington.

EXCEPT that portion thereof described as follows:

BEGINNING at the Westerly corner of said Lot 43; thence in a Southeasterly direction following the Westerly line of said Lot, 525 feet; thence North $48^{\circ}04'$ East 138.1 feet; thence North $50^{\circ}38'$ East 261.9 feet to intersection with the Easterly line of said Lot 42; thence in a Northwesterly direction following the Easterly line of said Lot, 525 feet to the Northerly corner of said Lot; thence following the Northerly lines of said Lots 43 and 42, South $50^{\circ}38'$ West 261.9 feet; thence South $48^{\circ}04'$ West 138.1 feet to the Point of Beginning of the tract hereby excepted.