

After Recording Return To:
Cory Kratovil
171 Malfait Tracts Rd.
Washougal, WA 98671

SHARED WELL EASEMENT

Tax Parcel Nos. 02053143080000; 02053143070000
Abbr. Legal: Portion of Lots 5, 6, 7 Malfait Riverfront Tracts Book A Pg 123
Reference No. 1977431

1. DATE: March 28, 2017
2. PARTIES: CORY KRATOVIL and CHRISTIE KRATOVIL, husband and wife ("Kratovil")
3. RECITALS:
 - A. Kratovil owns that certain real property located in Skamania County, Washington, known as APN 02053143080000, the legal description of which is set forth in the attached Exhibit A ("Parcel A").
 - B. Kratovil owns that certain real property located in Skamania County, Washington, known as APN 02053143070000, the legal description of which is set forth in the attached Exhibits B ("Parcel B").
 - C. Parcel A has water well located on it and Kratovil wishes to provide for an easement for access to and use of the water well by the Parcel B on the terms provided for herein (the "Shared Well").
4. SHARED WELL EASEMENT.

4.1 Kratovil as owner of Parcel A hereby grants and conveys to Kratovil as owner of Parcel B a perpetual non-exclusive easement, as described in the attached Exhibit C, over and across the Parcel A for the purposes of installing and running water and power lines to the Shared Well to and from Parcel B as well as for access for maintenance of the lines and Shared Well. Kratovil agrees that the easements granted and conveyed in this section benefit and burden the respective parcels and run with the land. Kratovil as owner of Parcel A covenants and agrees that no permanent structure shall be constructed upon the water line easement or the power line easement except as needed for the operation of the Shared Well and water system. The owner of Parcel A shall not allow any trees to grow in the easement and shall keep the easement free and

clear of any and all trees, branches, and/or vegetation that could interfere with the easement or any electrical line running to the Shared Well.

4.2 SHARED WELL USE. Kratovil as owner of Parcel A hereby grants and conveys to Kratovil as owner of Parcel B a perpetual non-exclusive right to use water from the Shared Well as depicted in the attached Exhibit C for Parcel B with shared usage. The use of the water shall be equitably used for the benefit of Parcel A and Parcel B.

5. BINDING AGREEMENT. These covenants and agreements shall be perpetual, shall run with the land, and shall be binding on all parties having or acquiring any right, title or interest in Parcel A and Parcel B described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof, their successors and assigns. These covenants and agreements may be terminated or modified upon the recordation of an acknowledged agreement signed by all then existing parties/contract purchasers sharing ownership in the Shared Well.

6. OPERATION OF SHARED WELL

6.1 Cost of Maintenance of Water System. The maintenance and operational costs of the Shared Well and common portions of the Water System shall be shared equally by the owners of Parcel A and Parcel B. The owner of Parcel B shall pay the owner of Parcel A based upon the assumed power usage of 135 KWh/month, on the first day of the year based on the last power bill of the previous year and based upon <http://laneelectric.com/tools/bill-estimator/>.

6.2 Maintenance and Repair of Pipelines. All pipelines in the water system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs shall meet approval of the Health District, or other applicable governmental agency with jurisdiction over the well or water system. Cost of repairing or maintaining common distributions pipelines shall be born equally by the owners of Parcel A and Parcel B. The owner of a particular lot shall be responsible for the maintenance, repair and replacement of pipe supplying water from the common water distribution pipeline to their own particular dwelling and property.

6.3 Maintenance Costs. Unless emergency conditions exist, or except as provided elsewhere in this Agreement, the owner of a lot shall give the owner of the other lot thirty (30) days' notice of the need for repairs or maintenance on the well system, common water pipes or any other portion of the Shared Well. The lot owners shall discuss within said thirty (30) days the repairs/maintenance that will occur and the costs of such. After agreement upon said repairs, the parties shall cause said repairs to be made and equally pay the costs incurred. All repairs/maintenance shall occur no later than sixty (60) days from the initial notice, unless otherwise agreed by the lot owners. All notices shall either be given in person or by certified mail-return receipt requested. All work shall be done by a licensed and bonded contractor within the State of Washington and in a workmanlike manner. In case of emergency, any lot owner shall be allowed to conduct such repairs or replacements, or so much as required by the situation, and request compensation from the other owners as provided herein.

6.4 Provisions for Continuation of Water Service. A continuous flow of water from the Shared Well shall be maintained in accordance with the requirements of Skamania County and the Skamania County Health District and/or the State Department of Ecology or other governing body.

6.6 Restriction of Furnishing Water to Additional Parties. The lot owners shall not furnish water from the Shared Well to any other persons, properties or dwelling without prior consent of both Shared Well lot owners and written approval from Skamania County, the Health Department, and any other applicable governmental body.

6.7 Arbitration. In the event the lot owners are unable to agree as to any matter covered by this Agreement including specifically, but not limited to, the necessity for repair work or maintenance work, or refusal to pay for electricity or any repairs previously agreed on, the dispute shall be settled by a single arbitrator who shall direct any settlement he or she deems equitable under the circumstances. If the lot owners cannot agree upon an arbitrator, then the arbitrator shall be appointed by the presiding judge of the Skamania County Superior Court upon request of any person having a right to use the water system. The decision of the arbitrator shall be final and binding and not subject to appeal.

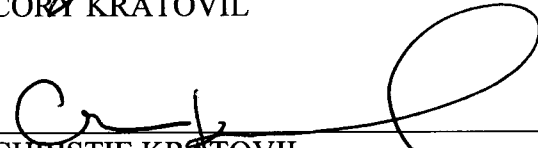
6.8 Enforcement. The arbitration decision referenced above may be enforced by any party in any court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorney fees in an amount to be set by the court.

7. NO MERGER: Notwithstanding the common ownership of Parcel A and Parcel B, the easements granted pursuant to this Agreement shall burden and benefit the respective parcels, without merger as a result of such common ownership, and upon future division and/or conveyance of any portion of Parcel A or Parcel B such that either ceases to be under common ownership, neither the owner conveying said Parcel A or Parcel B nor the owner acquiring said Parcel A or Parcel B shall need to execute additional documentation to evidence the existence of said easements, and said easements shall relate back to and shall be deemed to have been created as of the date hereof.

In witness, the parties have executed this Agreement on the date first written above.


CORY KRATOVIL

Date: 3-28-17

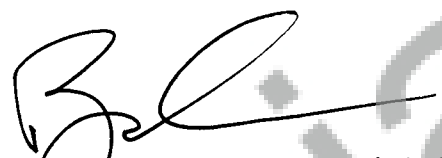

CHRISTIE KRATOVIL

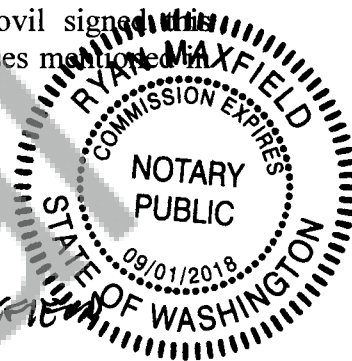
Date: 3/28/17

STATE OF WASHINGTON)
) ss.
 County of KING)

I certify that I know or have satisfactory evidence that Cory Kratovil signed this instrument and acknowledged it to be his free and voluntary act for the purposes mentioned in the instrument.

DATED: 28 MAR, 2017



 Notary Public in and for the RYAN MAXFIELD
 State of Washington, residing
 At KING County.
 My appointment expires: 09/01/2018



STATE OF WASHINGTON)
) ss.
 County of KING)

I certify that I know or have satisfactory evidence that Christie Kratovil signed this instrument and acknowledged it to be her free and voluntary act for the purposes mentioned in the instrument.

DATED: 28 MAR, 2017


 Notary Public in and for the RYAN MAXFIELD
 State of Washington, residing
 At KING County.
 My appointment expires: 09/01/2018

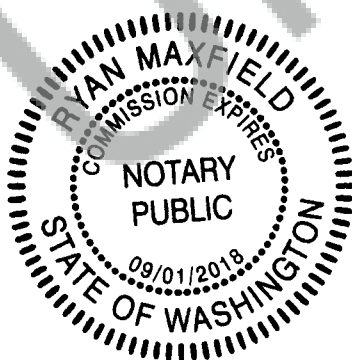


EXHIBIT A

Servient Tenement Description

Assessor/Parcel Number: 02053143080000

Commonly Known As:

171 Malfait Tracts Road, Washougal WA 98671

Legal Description:

W 65' LOT 6 & E 20' LOT 5 MALFAIT RIVERFRONT TRACTS Bk A / PG 123

Unofficial
Copy

Easement Deed for Ingress and Egress - Exhibit A

EXHIBIT B

Dominant Tenement Description

Assessor/Parcel Number: 02053143070000

Commonly Known As:
02053143070000

Legal Description:

Lot 7 & East 10' LOT 6 MALFAIT RIVERFRONT TRACTS Bk A / PG 123

Unofficial
Copy

Easement Deed for Ingress and Egress - Exhibit B

EXHIBIT C

Easement Description

Easement Description:

The Easement for the Dominant Tenement, as described in Exhibit B, in the county of Skamania, in the State of Washington, as shown on plat map filed in record book A page 123, office of county records of said county.

Said easement to include a strip of land, 15 feet wide and 160' long (being 7.5 feet on each side of the described line); The line, beginning at Point A, being 17.5 feet westerly of the northeast corner of said lot 6, thence heading southerly along a line parallel to the east line of said lot 6 for 160 feet to Point B, terminus point.

