

Recording Requested By And
When Recorded Return To:

Jesse D. Conway
Attorney at Law
1014 Franklin Street, Ste. 106
Vancouver, WA 98660
(360) 906-1007

Grantor: Jason Darley and Melinda Darley, a married couple.

Grantee: Cesar Augusto Leon Alzola and Merrie Katherine Alzola, a married couple,
and Richard Allen Dietrich and Nancy Ann Dietrich, a married couple.

Tax Assessor's Parcel Number: 07063400021300
07063400021200
07063400020200

Abbreviated Legal Description: LOT 3 OF THE AMANDA'S HIDEOUT S/P
#2006161768
LOT 2 OF THE AMANDA'S HIDEOUT S/P
#2006161768
LOT 1 OF THE AMANDA'S HIDEOUT S/P
#2006161768

612844068-KMJ

WELL USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this 26th day of June, 2017 by and between Jason Darley and Melinda Darley, a married couple, of (hereinafter "Grantor") and Cesar Augusto Leon Alzola and Merrie Katherine Alzola, a married couple (hereinafter "Grantee 1") and Richard

* this document was signed in
counterpart but is to record
as one *

Allen Dietrich
ALAN MGD

Allen Dietrich and Nancy Ann Dietrich, (hereinafter "Grantee 2") ("Grantee 1" and Grantee 2" are collectively hereinafter referred to as "Grantees").

RECITALS

WHEREAS, Grantor is the owner of the real property situated within Skamania County, Washington (hereinafter the "Grantor's Parcel") and legally described as:

A tract of land in Section 34, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 3 of the Amanda's Hideout Short Plat, recorded in Auditor File No. 2006161768, Skamania County Records.

WHEREAS, Grantees **Cesar Augusto Leon Alzola and Merrie Katherine Alzola**, are the owners of the real property situated within Skamania County, Washington and legally described as:

A tract of land in the Northwest Quarter of Section 34, Township 7 North, Range 6 East of the Willamette Meridian, in County of Skamania, State of Washington, described as follows: Lot 2 of the Amanda's Hideout Short Plat, recorded in Auditor File No. 2006161768, Skamania County Records.

Allen Dietrich
ALAN MGD

WHEREAS, Grantees **Richard Allen Dietrich and Nancy Ann Dietrich**, are the owners of the real property situated within Skamania County, Washington and legally described as:

A tract of land in the Northwest Quarter of Section 34, Township 7 North, Range 6 East of the Willamette Meridian, in County of Skamania, State of Washington, described as follows: Lot 1 of the Amanda's Hideout Short Plat, recorded in Auditor File No. 2006161768, Skamania County Records.

The above described parcels of the Grantees are referred to herein collectively as the "Grantees' Parcels".

WHEREAS, the parties wish to clarify their respective obligations for well use and maintenance;

NOW THEREFOR, in consideration of the mutual promises and covenants made herein, the parties agree as follows:

AGREEMENT

1. **Water Well Rights.** The parties acknowledge their rights respective to using the existing water well located on the Grantor's parcel. Thus resulting in the Grantor having an undivided one-third (1/3) interest and Grantee 1 having an undivided one-third (1/3) interest and Grantee 2 having an undivided one-third (1/3) interest in and to the existing water well, together with the casing, pump and ~~used~~ ^{used} in conjunction therewith, and the right to draw water therefrom. No other party shall have the right to draw water from the well without the unanimous consent of Grantor and Grantees. The well is only to serve three single family residences and no commercial purposes unless agreed to in writing by both Grantor and Grantees.

2. **Maintenance of Water Well.** The parties thereto further acknowledge and agree that each party shall be responsible for one-third (1/3) of any future necessary repairs and maintenance to the water well. The Grantors, the heirs, personal representatives, successors and assigns, shall be solely responsible for all future necessary repairs and maintenance to the pipe water line running over their real property and connecting to the Grantors single family home. The parties hereto further agree that each of the Grantees, their heirs, personal representatives, successors and assigns, shall be solely responsible for all future necessary repairs and maintenance to the pipe water line running from the well to their single family home, and in order to perform such repairs and maintenance, Grantor hereby acknowledges and warrants to grant Grantees, their heirs, personal representatives, successors and assigns, a perpetual non-exclusive easement for the sole purpose to repair and maintain the pipe water line across, over, under and upon a thirty (30) foot section of certain real property situated within Skamania

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WELL USE AND MAINTENANCE AGREEMENT

6/22/2017

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WHEREAS, the parties wish to clarify their respective obligations for well use and maintenance;

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AGREEMENT

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WELL USE AND MAINTENANCE AGREEMENT

7/7/17

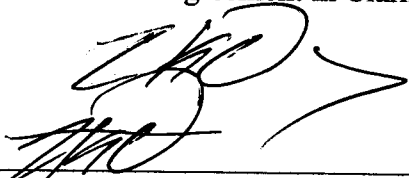
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County, Washington, the centerline of which shall run on top of the existing pipe water line. The utility repair and maintenance easement is for the benefit of the parcels and is appurtenant, shall run with the property, and bind the parties hereto, their heirs, personal representatives, successors and assigns, for the Grantees' Parcels. The parties hereto further agree that all repairs and maintenance for the water well, which are situated within the Grantor's property, shall be initiated and performed by the Grantor, their heirs, personal representatives, successors and assigns. The Grantor must obtain written permission from each of the Grantees for repairs costing more than One Thousand Dollars (\$1,000.00). The parties hereto further agree to make payment of all such repair and maintained costs within ten (10) days of demand by the party from which a billing for repair or maintenance cost is received.

3. **Arbitration.** In the event that any controversy arises under the terms and provisions of this Agreement, after providing written notice of a controversy upon the other part by personal service or certified mail, return receipt requested, and such controversy remains unresolved sixty (60) days thereafter, the parties hereto agree to resolve such dispute by arbitration in Clark County, Washington. The arbitrator shall be entitled to award reasonable fees and costs to any prevailing party in such arbitration proceeding.

4. **Binding on Heirs, Successors and Assigns.** The legal rights and obligations provided for hereunder shall run with the land, and shall be for the benefit of and binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Well Use and Maintenance Agreement in Clark County, Washington on the day and year first above written.



Jason Darley



Melinda Darley

Cesar Augusto Leon Alzola

Merrie Katherine Alzola



Richard Allen Dietrich
Allen

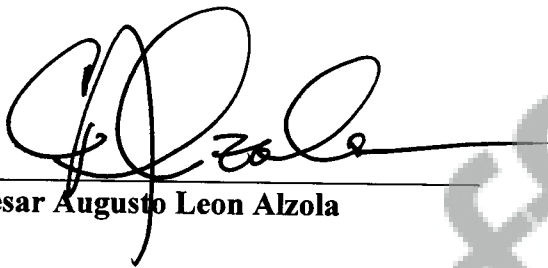


Nancy Ann Dietrich

IN WITNESS WHEREOF, the parties hereto have executed this Well Use and Maintenance Agreement in Clark County, Washington on the day and year first above written.

Jason Darley

Melinda Darley



Cesar Augusto Leon Alzola



Merrie Katherine Alzola

Richard Allen Dietrich

Nancy Ann Dietrich

STATE OF WASHINGTON)

: ss.

COUNTY OF COWLITZ)

R.A.D.
allan

On this day personally appeared before me **Richard Allen Dietrich and Nancy Ann Dietrich**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of June, 2017.

Brianne Waddell

NOTARY PUBLIC in and for the State of
Washington ~~Idaho~~, residing at *Battle Ground, WA*
My Commission expires: *December 30, 2018*

