



AFTER RECORDING, MAIL TO:

Garry W. Kyle
2500 Scenic Dr.
Flower Mound, Texas 75022

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

NA
NOV 20 2019

PAID NA
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SKAMANIA COUNTY TREASURER

EASEMENT TO DEVELOP, USE AND PROTECT BY COVENANT THE WATER WELL ON ADJACENT PARCEL

All subject parcels being located in the eastern half of the southeast quarter of Section 22, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington state,

the Grantor, Garry W. Kyle, owner of Parcel # 03082240180100, and any successors or assigns,

hereby consents, conveys and covenants in this Easement to the Grantees,

Garry W. Kyle, owner of Parcel # 03082240180200, and

Garry W. Kyle, owner of Parcel # 03082240180300, and respective successors or assigns of these parcels,

the right to develop, keep protected, and otherwise enjoy the Grantees' existing deeded off-parcel water well described below, and the right to install permanent water and electric lines across a strip of Grantors' parcels as described below to facilitate water supply for a residence on each Grantee parcel.

NOW, THEREFORE, TO PREVENT CONTAMINATION, the Grantor agrees and covenants that Grantor will not construct, maintain, or suffer to be constructed or maintained within 100 (One Hundred) feet of the wellhead herein described, so long as said well is operated or intended to furnish residential water for either or both Grantee parcel(s), any potential source of contamination, such as septic tanks and drainfields, sewerlines, underground storage tanks, roads, railroad tracks, vehicles, structures, barns, feed stations, grazing animals, enclosures for maintaining fowl or animal manure, liquid or dry chemical storage, herbicides, insecticides, hazardous waste, or garbage of any kind or description. These covenants shall run with the land and shall be binding to all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof.

SAID WATER WELL IDENTIFIED AS # BKZ-924 by Washington Dept. of Ecology on the wellhead and in its records, located approximately 220 feet to the east of the western border of the eastern half of the southeast quarter of Section 22 and approximately 350 feet to the south of the northern boundary of the southeast quarter of said Section 22.

SAID DEVELOPMENT OF WELL MAY INCLUDE necessary equipment for pumping and storing water and a structure to protect pumping equipment from the elements; all of such above-ground items shall be located within a 20-foot radius of said wellhead. It is Grantees' sole responsibility to ensure that all such development conforms to processes and specifications set by local applicable building/development regulations. Grantee(s) shall consult with Grantor at each step of development to ensure reasonable visual subordination of development/equipment to the natural scenery, including but not limited to using earth-tone building-material colors, sizing developments/structures no larger than necessary to supply residential water, and using vegetation to screen developments/structures.

SAID EASEMENT FOR WATER AND ELECTRIC LINES related to said well shall be twenty (20) feet in width and shall extend on, over, across, and underneath said strip of land from said well site both to a public electricity source and then to Grantee property line(s),

according to the following terms and design: water and electric lines shall be buried in a ditch that conforms to applicable building regulations, running from said wellhead area in a south-southwesterly direction within an existing cleared fire-road through an otherwise tree-covered area toward the power utility pole at the southeast edge of the cul-de-sac termination of Kelly Henke Rd., where the power line shall transition to above ground to interface with proper voltage transforming equipment within five feet of the border to the county cul-de-sac territory. The water line shall diverge from the electric line (or vice versa) where practical along said cleared existing fire-road, and the Easement and thus the buried water line shall continue in a south-southeasterly (or east-southeasterly at Grantee's discretion) direction as otherwise described above to a termination point on the northern boundary of the northernmost Grantee parcel, the termination point being located within 250 feet of its northwest corner of said Grantee parcel. No new permanent type of building shall be allowed to be constructed upon the water/power line Easement except as needed for the operation of the well and water system. Where said Easement shall run within existing clearing for fire-road, it shall be located alongside the fire-road so as to not restrict emergency vehicles from using said road. As such, additional tree-clearing for Easement may be required, shall be as minimal as necessary and in collaboration with Grantor, and shall be at Grantee's expense and liability. Alternately, at Grantee's risk, said ditch within said Easement may be located in the center of said fire road, with adherence to local building code and measures taken to protect lines from compaction damage from emergency vehicle use. Grantor shall have the right to include, for their own purposes, up to three lines of conduit and/or piping (each 3" or smaller in diameter) within the same ditch within Easement at the same time as Grantees install their water and electric lines, and thus requiring Grantees to give 90-day notice to Grantor of readiness to complete such installation and begin backfill. Grantor conduit/pipe shall enter neither Grantee's wellhead 20-foot development radius nor Grantee parcel(s). Notwithstanding remedy for damages of Grantor's lines caused by Grantee's actions or negligence, Grantor shall not have the right to repair or replace Grantor's conduit or pipe in the same ditch as Grantee lines unless Grantee is excavating the same area for repair or replacement under provisions below. With respect to developing said domestic water system, Grantee shall be solely responsible for obtaining permission/permits necessary for such and for reasonably addressing any surface water issues or mitigation needs created by such development in accordance with local standards. Grantor's enjoyment and use of area of Easement shall endure, provided such use not not violate other provisions noted herein or otherwise compromise Grantee's domestic water supply or equipment for such.

MAINTENANCE AND REPAIR OF WELL SYSTEM, WATER AND ELECTRIC LINES shall be solely the responsibility of and at the expense of Grantees, individually and collectively, and said developments shall be the Grantees' liability solely. Grantee may at any reasonable time and with cause walk onto the Easement and wellhead 20-foot development radius to inspect any part of the well system, provided notice is given to Grantor in writing (email or text message) prior to access. Grantee may bring construction/repair vehicles and equipment upon and through Grantor parcel(s) at reasonable times for initial construction of well system and for scheduled repairs/maintenance, provided 72 hours written notice is given to Grantors, and with immediate written or telephone notice in case of documented emergency damage or malfunction to well/water system. If necessary due to malfunctions or diagnosed damage of the Grantee's well system within this Easement, Grantee shall have the right to excavate and replace any or all of the lines or equipment within the Easement according to the same provisions above; such shall require Grantee to give Grantor as much written notice as possible prior to excavating (presumably as such would necessitate excavating Grantor lines), and to give Grantor 30 days written notice prior to backfilling, in order to allow Grantor to assess and coordinate inclusion of Grantor's lines.

Dated: 11/9/2019

Grantor Signature: _____

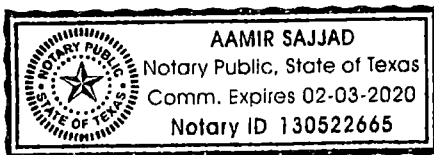
State of

Texas,

; County of

DeWitt

Signed before me on (date) 11-9-2019, by (name) Gary Wayne Kyle,
(stamp)



(signature of notary public) _____

My commission expires:(date) 2/3/2020