

Skamania County, WA  
Total: \$109.50  
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2020-001294

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Request of: LAW OFFICE OF STEVEN C ANDERSEN P



RETURN ADDRESS

Law Offices of Steven C. Andersen PS  
201 NE Park Plaza Drive, Suite 200  
Vancouver, WA 98684  
(360) 254-8200

Please print neatly or type information

**Document Title(s)**

WATER WELL SHARING AGREEMENT

**Reference Number(s) of related documents:**

Additional Reference #'s on page \_\_\_\_\_

**Grantor(s)** (Last name, First name and Middle Initial)

TYKO R. ISAACSON

Additional grantors on page \_\_\_\_\_

**Grantee(s)** (Last name, First name and Middle Initial)

KONSTANTIN BORODIN

Additional grantees on page \_\_\_\_\_

**Legal Description:** (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

PTN. SEC 26, T2N, R6E W.M.

Additional legal is on pages 6 and 7

**Assessor's Property Tax Parcel/Account Number**

02062640140000 AND 02062640150000 Jun 6/4/2020

Additional parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

## WATER WELL SHARING AGREEMENT

This agreement is made and entered into this 2<sup>nd</sup> day of June, 2020, by and between KONSTANTIN BORODIN, a married man as his separate property, hereinafter referred to as "Grantee" AND TYKO R. ISAACSON, a single man, hereinafter referred to as "Grantor."

Whereas, Grantor has entered into a Purchase and Sale Agreement with Grantee for property located 172 Little Road, Stevenson, Washington 98648, and legally described below:

See attached Exhibit "1"

And, whereas, Grantee is the owner of record of one parcel of real property located at 192 Little Road, Stevenson, Washington 98648, and legally described below:

See attached Exhibit "2"

Whereas, there is presently in existence a water well on Parcel 1 of the hereinabove described property. Parcel 1 and Parcel 2 are dependent upon said well for the supply of water for residential use and enjoyment. Grantor desires that Grantee shall have the full right to use and enjoyment of said well and the water therefrom.

Now, therefore, in exchange for the mutual promises contained herein and in consideration of \$10, the receipt and sufficiency of which is acknowledged by all of the parties signing below, it is hereby agreed as follows and all conditions are subject to the final closing of Parcel 1:

1. Grantor does hereby grant, assign and set over to the Grantee, the full right to use and enjoyment of the well and water issuing therefrom located on Parcel 1 hereinabove described for the use and enjoyment of Parcel 2.
2. Grantor does hereby grant to Grantee a continuing easement across Parcel 1 to locate, install, maintain, improve, and repair a residential water line and supporting electrical lines as may be necessary to provide electricity for pumping equipment and to transport water to Grantee's Residence on Parcel 2 from the well. Said easement shall be located and mapped to provide ready reference to the easement's location by Grantor to Grantee.
3. Grantor and Grantee do hereby agree to cooperate to determine the most advantageous arrangement for the location, installation, maintenance, and repair of electricity lines necessary to power the well, if they must so be moved from their current location to allow for a driveway or building construction. Location of electricity lines may require an easement separate from water transportation lines. Any such easement for electricity lines shall be located by mutual agreement between Grantor and Grantee in order to allow for the residential use contemplated on each parcel. Any electrical lines installed shall be mapped and

clearly marked to provide ready reference to the easement's location by Grantor and Grantee.

4. Grantor and Grantee hereby agree that the cost of maintenance of said well and pump will be shared equally by the owners of record of Parcel 1 and Parcel 2 for as long as water from the well is used by Parcel 1. This includes equal shares of the cost to repair or replace the pump, parts, and equipment used in connection with the well, other than the cost of maintaining or replacing water transportation lines from the well to the respective residences of Grantor and Grantee. The cost of installing, maintaining, and repairing or replacing the water transportation lines shall be paid for by the owner of the residence served by each water transportation line.
5. It is further understood and agreed that the owner of Parcel 2 and the owner of Parcel 1 shall share the cost of electricity to operate the well on a proportionate basis, determined by actual water usage from the well. Water usage may be estimated or metered to determine relative water usage from the well. (For example, if, during any electricity billing period, the owner of Parcel 2 uses 70% of the water from the well, then the owner of Parcel 2 shall pay 70% of the cost of electricity for the operation of the well). The parties may agree on a reasonable method to estimate or otherwise determine relative water usage from the well. For any month that relative water usage is not metered or a method of estimating water usages is not otherwise agreed upon between Grantor and Grantee, each shall pay 50% of the cost of electricity necessary to power the well. Payments for electricity usage shall be made on a regular monthly basis by either Grantor or Grantee to the owner of the parcel receiving monthly utility bills which include the charges for electricity used to power the well.
6. It is expressly understood and agreed that the Grantee and Grantor shall have the right to mutual ingress and egress on Parcel 1 and Parcel 2 for the purposes of maintaining water lines and electric lines and making any emergency repairs necessary for the efficient continued operation of the well.
7. It is further understood and agreed that either the owner of Parcel 2 or Parcel 1, or third party contractors hired by either, may make repairs to said well, provided they do not make the easement less convenient or less useful to any appreciable extent, and provided that invoices for repairs or maintenance conducted by third party contractors are obtained to verify the cost of repairs or maintenance.
8. All water lines and electrical lines shall be buried at sufficient depth to comply with any code requirements for the installation and maintenance of such lines in Clark County Washington. In addition, all lines must comply with setback distances required for compliance of regulations pertaining to the location and maintenance of septic systems in Clark County Washington.

9. Grantor and Grantee do hereby agree to abide by the restrictive covenant filed with the Southwest Washington Health District requiring 100' setbacks from the well on Parcel 1 to keep the water from the said well free from impurities, which might be injurious to the public health.

This agreement is binding on the heirs, successors, and assigns of Seller, Grantor and Grantee. This agreement and these covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein or any part of it.

GRANTOR:

TYKO ISAACSON  
TYKO R. ISAACSON

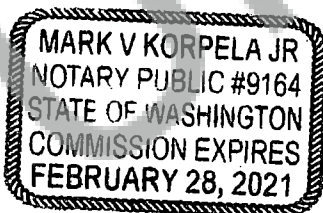
GRANTEE:

KONSTANTIN BORODIN  
KONSTANTIN BORODIN

State of Washington )  
County of Clark )ss

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 21 day of June, 2020, personally appeared before me Konstantin Borodin to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



[Signature]  
Notary Public in and for the State of Washington,  
Residing in: Woodland

My Commission Expires: 2-28-21  
Signed: [Signature]

Owner(s) of Second Property Served by the Shared Well  
Print Name: \_\_\_\_\_

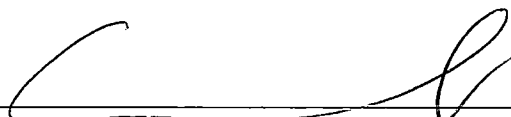
State of Washington )  
County of Clark )ss

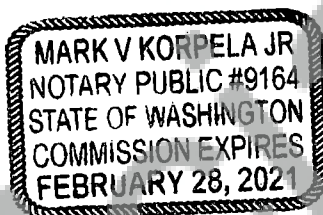
I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 21 day of June, 2020, personally appeared before me Tyko R. Isaacson to me known to be the individual(s) described in and who executed the within instrument, and acknowledge that he

WATER WELL SHARING AGREEMENT

(she) (they) signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing in: Woodland  
My Commission Expires: 2-28-21



PARCELS: 02062640140000

## EXHIBIT 1

### PARCEL I

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 899.4 FEET NORTH AND 30 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE NORTH 06°23' WEST 330 FEET; THENCE WEST 120 FEET; THENCE SOUTH 08°23' EAST 330 FEET PARALLEL TO THE EAST LINE OF THE TRACT; THENCE EASTERLY TO THE POINT OF BEGINNING.

### PARCEL II

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, IN TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, BEING MORE PARTICULARLY, DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC CAP MARKED TERRA SURVEYING LS 18731, SET ON THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, BEING AT A POINT NORTH 01°42'37" WEST, A DISTANCE OF 493.00 FEET FROM THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, SAID POINT OF COMMENCEMENT BEING DESCRIBED AS THE POINT OF COMMENCEMENT OF THAT TRACT OF LAND CONVEYED TO JAMES O. LANKFORD AND PATTY LANKFORD, ET UX, BY REAL ESTATE CONTRACT RECORDED ON MAY 12, 1994, IN BOOK 143, PAGE 89, SKAMANIA COUNTY DEED RECORDS; THENCE NORTH 01°42'37" WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, A DISTANCE OF 406.00 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO JAMES A. KALLAS AND GLENDA J. KALLAS, ET UX, BY WARRANTY DEED, RECORDED MARCH 29, 1979, IN BOOK 76, PAGE 323, SKAMANIA COUNTY DEED RECORDS, SAID CORNER ALSO BEING A CORNER OF THE SAID LANKFORD TRACT; THENCE SOUTH 88°17'23" WEST ALONG THE SOUTH LINE OF THE SAID KALLAS TRACT, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO GREG JOSEPHSON, BY QUIT CLAIM DEED, RECORDED OCTOBER 10, 2002, IN BOOK 230, PAGE 75 SKAMANIA COUNTY DEED RECORDS AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUING SOUTH 88°17'23" WEST ALONG THE SOUTH LINE OF SAID JOSEPHSON TRACT, A DISTANCE OF 108.82 FEET; THENCE SOUTH 5°56'53" EAST, A DISTANCE OF 64.44 FEET; THENCE SOUTH 79°51'04" EAST A DISTANCE OF 13.57 FEET; THENCE NORTH 78°31'44" EAST A DISTANCE OF 95.85 FEET; THENCE NORTH 08°05'37" WEST A DISTANCE OF 51.12 FEET TO THE POINT OF BEGINNING.



PARCELS: 02062640150000

## EXHIBIT 2

### PARCEL I

A tract of land in the Southwest Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 899.4 feet North and 150 feet West of the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 26, (said point being the Southwest corner of the W.C. Howerton Tract); thence North  $06^{\circ}23'$  West along the West line of said Howerton Tract a distance of 200 feet; thence West 70 feet; thence in a Southerly direction in a straight line to a point which is 100 feet due West of the Point of Beginning; thence East to the Point of Beginning.

### PARCEL II

A parcel of land located in a portion of the Southwest Quarter of the Southeast Quarter of Section 26 in Township 2 North, Range 6 East, Willamette Meridian in the County of Skamania and State of Washington, being more particularly described as follows:

Commencing at a 5/8" diameter Iron Rod with a Yellow Plastic Cap marked Terra Surveying LS 18731, set on the East line of the said Southwest Quarter of the Southeast Quarter of Section 26, being a point North  $01^{\circ}42'137''$  West, a distance of 493.00 feet from the Southeast Corner of the said Southwest Quarter of the Southeast Quarter of Section 26. Said point of Commencement being described as the point of Commencement of that tract of land conveyed to James L. Lankford and Patty Lankford, et ux, by Real Estate Contract recorded on May 12, 1994 in Book 143, Page 89, Skamania County Deed Records; thence North  $01^{\circ}42'37''$  West along the East line of the said Southwest Quarter of the Southeast Quarter of Section 26, a distance of 406.40 feet to the Southeast corner of the tract of land conveyed to James A. Kallas and Glenda J. Kallas, et ux, by Warranty Deed recorded on March 29, 1979 in Book 76, Page 323, Skamania County Deed Records, said corner also being a corner of the said Lankford tract; thence South  $88^{\circ}17'23''$  West along the line of said Lankford tract, a distance of 136.82 feet to a point in the line of the tract of land conveyed to Greg Josephson, by Quit Claim Deed recorded October 10, 2002 in Book 230, Page 75, Skamania County Deed Records, and the point of beginning of the following described parcel:

Thence Continuing South  $88^{\circ}17'23''$  West along the South line of said Josephson tract, a distance of 13.18 feet to a 5/8" diameter Iron Rod with a Yellow Plastic Cap marked Terra Surveying LS 18731, set at the Southeast corner of the tract of land conveyed Household Finance Corporation III, by Warranty Deed recorded January 28, 2002 in Book 219, Page 788, Skamania County Deed Records; thence continuing South  $88^{\circ}17'23''$  West along the South line of said Household Finance Corporation III tract, a distance of 85.36 feet; thence South  $70^{\circ}26'30''$  West, a distance of 41.71 feet; thence South  $79^{\circ}51'04''$  East a distance of 112.34 feet; thence North  $50^{\circ}56'53''$  West, a distance of 64.44 feet to the point of beginning.