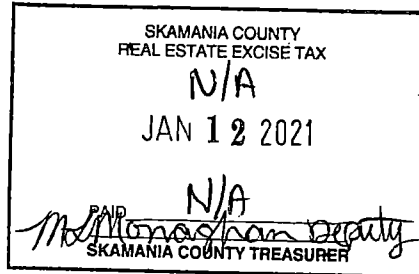




After recording, return to:

Daniel and Cecilia Esch
PO Box 602
Carson, WA 98610



Tax Lots 03081944040000; 03081944030000
Ptn Section 19, T3N, R8E, W.M.

Space Above for Recording Information Only

jm 1/12/2021

WELL EASEMENT AND SHARED WELL AGREEMENT

1. PARTIES:

GRANTOR: Norman N. Esch, a married man in his separate capacity.

GRANTEE: Daniel C. and Cecilia Esch, husband and wife.

- 2. PROPERTY:** GRANTOR owns that certain real property located in Skamania County, Washington commonly known as 511 CG 2200 A Road, Carson, Washington, Tax Parcel No. 03081944030000 legally described as:

See attached Exhibit A

GRANTEE owns that certain real property located in Skamania County, Washington commonly known as 511 Carson Creek Road, Carson, Washington, Tax Parcel No. 03081944040000 legally described as:

See attached Exhibit B

- 3. WELL AND USE OF WATER:** GRANTOR's property contains a Well that supplies water to GRANTOR'S Property. The parties agree that the Well may provide water also to GRANTEE's Property, subject to the terms and conditions herein. The use of water for GRANTEE's Property will be limited to the amount of water reasonably required for one single family domestic residence, including outbuildings, maintaining landscaping and domestic animals, but not for agricultural or commercial use.

4. **GRANT OF EASEMENT:** GRANTOR hereby grants and conveys a perpetual, non-exclusive easement over, under and across GRANTOR's Property as depicted in **Exhibit C**, for the purpose of maintaining, repairing, constructing or replacing a water line connecting GRANTEE's Property to the Well.
5. **MAINTENANCE AND RELOCATION OF WATER LINE:** GRANTEE will be solely responsible for maintaining the water line that supplies water from the Well to GRANTEE's Property. GRANTEE will make any repairs or replace or relocate such line in a diligent manner and will return GRANTOR's Property to the condition it was in before such repairs or replacements were made.
6. **TERMINATION:** The Well water and easement rights declared and granted herein will be in perpetuity; provided, however, either party has the right to terminate this agreement and all rights granted hereunder will be of no further force and effect when any of the below occur:
 - a. GRANTEE constructs a well on its Property;
 - b. GRANTEE's Property is developed into smaller parcels, or additional homes are constructed on either parcel;
 - c. City water becomes available to GRANTEE's parcel; or
 - d. The Well water quality or quantity diminishes such that it can no longer support GRANTOR and GRANTEE's Property in the minimum standards required by the Skamania County Public Health Department.
7. **COST:** GRANTEE shall pay to GRANTOR on January 1 of each year the sum of \$125.00 per year for use of the water for that year, with the sum being prorated for any partial year usage. GRANTOR shall be responsible for payment of the electrical cost to operate the well pump.
8. **MAINTENANCE OF WELL:** From the date of this Declaration, GRANTOR and GRANTEE shall each pay one-half of the necessary maintenance and repairs of the well and associated equipment, including any required testing and certifications for the Well and its water. GRANTOR has final decision making rights for the timing and extent of all maintenance, upgrades and repairs of the well and associated equipment, and agrees to act reasonably in exercise of this discretion. Any expenses for the delivery of water to GRANTEE's Property shall be the responsibility of GRANTEE. 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. Water pipelines shall not be installed within twenty

(20) feet of a septic tank or within twenty (20) feet from a sewage disposal drainfield line.

9. **QUANTITY AND QUALITY OF WATER:** GRANTOR makes no warranty with respect to the quantity or quality of water to be provided from the Well. GRANTOR is not liable or responsible for any illness or injury related to the consumption of water from the Well.
10. **BINDING EFFECT.** GRANTOR and GRANTEE hereby agree that the terms and provisions of this Declaration shall run with the land and shall bind and inure to the benefit of all future owners, successors and transferees of the Property described herein.
11. **ASSIGNMENT:** The rights and obligations of GRANTEE will not be assignable except as part of, and in conjunction with the transfer, conveyance or encumbrance of the Property described herein.
12. **PROHIBITED PRACTICES:** GRANTOR and GRANTEE, their heirs, successors and/or assigns will not construct, maintain or suffer to be constructed or maintained within one-hundred (100) feet of the Well herein described, so long as the same is operated to furnish water for public consumption, any of the following: cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowl or animals, or storage of liquid or dry chemicals, herbicides or insecticides.
13. **ARBITRATION:** In the event the parties are unable to agree as to any matter covered by this Declaration 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. The arbitrator shall be appointed by the presiding judge of the Skamania County Superior Court upon request of any party having a right to use the Well. The decision of the arbitrator shall be final and binding and not subject to appeal.
14. **ENFORCEMENT:** The arbitration decision referenced above may be enforced by any party having any ownership interest in the Property described herein 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.

IN WITNESS WHEREOF, the parties have executed this Declaration on the day and year below written.

12/21/2020
Date

12-21-2020
Date

12-21-2020
Date

Norman N. Esch
NORMAN N. ESCH

Daniel C. Esch
DANIEL C. ESCH

Cecilia Esch
CECILIA ESCH

NOTARY BLOCKS TO FOLLOW

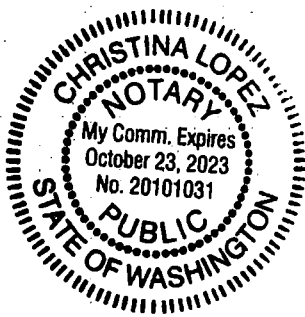
STATE OF WASHINGTON)


) ss.

County of Skamania)

I certify that I know or have satisfactory evidence that Norman N. Esch is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 21st, 2020.





NOTARY PUBLIC in and for the State of
Washington, residing at EQ Credit Union
My appointment expires: 10-23-2023

STATE OF WASHINGTON)

) ss.

County of Skamania)

I certify that I know or have satisfactory evidence that Daniel C. Esch is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 21st, 2020.



Christina Lopez
NOTARY PUBLIC in and for the State of
Washington, residing at IQ Credit Union
My appointment expires: 10-23-2023

STATE OF WASHINGTON)

) ss.

County of Skamania)

I certify that I know or have satisfactory evidence that Cecilia Esch is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 21st, 2020.



Christina Lopez
NOTARY PUBLIC in and for the State of
Washington, residing at IQ Credit Union
My appointment expires: 10-23-2023

EXHIBIT A
(Legal Description for GRANTOR Property)

Unofficial
Copy

EXHIBIT B
(Legal Description for GRANTEE Property)

The West half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 19,
Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of
Washington.

EXCEPT that portion thereof described as follows:

Beginning at the Southwest corner of the North half of the Southeast Quarter of the Southeast Quarter of
Section 19:

Thence North 438 feet;

Thence Southeasterly 511 feet, more or less, to a point on the South line of the North half of the Southeast
Quarter of the Southeast Quarter of said Section 19, East 264 feet from the point of beginning;

Thence West 264 feet to point of beginning of the tract hereby excepted.

EXHIBIT C
DEPICTION OF WATER LINE EASEMENT AREA

