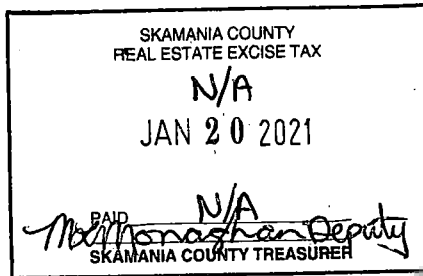




AFTER RECORDING, RETURN TO:

LANDERHOLM, P.S.
Attn: Jeff Lindberg
805 Broadway Street, Suite 1000
Vancouver, WA 98660



Space Above for Recording Information Only

WELL EASEMENT AGREEMENT

This Well Easement Agreement ("**Agreement**") is entered into by and between ELTON L. and ANGELA M. FROST, husband wife ("**Frost**") and JOSHUA SAUCEDO, a single person ("**Saucedo**") as of this 31 day of December, 2020 (the "**Effective Date**").

RECITALS

WHEREAS, Frost owns real property located in Skamania County, Washington, identified as Skamania County parcel number 02053420040000 and legally described on the attached Exhibit A (the "**Frost Property**");

WHEREAS, Saucedo owns real property located in Skamania County, Washington, identified as Skamania County parcel number 02053420040200 and legally described on the attached Exhibit B (the "**Saucedo Property**");

WHEREAS, an existing well is located on that portion of the Frost Property bordered by Cathmar Park Lane to the north and by Washougal River Road to the east (the "**Existing Well**");

WHEREAS, the Existing Well provides domestic water for a single family residence located on the Saucedo Property;

WHEREAS, an existing pipeline connects the Existing Well to a single family residence on the Saucedo Property (the “Existing Pipeline”);

WHEREAS, the parties desire that Saucedo receive an easement to use water from the Existing Well and that he receive an easement for the Existing Pipeline, in its current location, pursuant to the terms of this Agreement;

The parties incorporate these Recitals into their agreement below.

AGREEMENT

NOW THEREFORE, for valuable consideration, the parties agree as follows:

1. **Existing Well and Existing Pipeline Easements.** Frost hereby grants to Saucedo, for the benefit of the Saucedo Property, the following nonexclusive easements described in Paragraphs 1.a. and 1.b., subject to the terms of this Agreement:

a. Well Easement. A nonexclusive easement to use, access, repair and maintain the Existing Well and all associated electrical wiring and pump (the “**Well Easement**”). The Well Easement is limited to its actual location and the immediately surrounding property reasonably necessary to access, repair, maintain and replace the Existing Well.

b. Pipeline Easement. A ten (10) foot wide nonexclusive easement under and across the Frost Property in the actual location of the Existing Pipeline (the “**Pipeline Easement**”), with the center of the Existing Pipeline being the center line of the Pipeline Easement, for the purpose of connecting the Existing Well to the residence on the Saucedo Property. The Pipeline Easement granted to Saucedo herein includes the right to access the Pipeline Easement as reasonably necessary to repair, maintain and replace the Existing Pipeline.

2. **Scope of Use.** Saucedo’s use of the Existing Well shall be limited to domestic water for one single family residence on the Saucedo Property.

3. **Perpetual Use of Existing Well.** Subject to the terms and conditions of this Agreement and subject to the termination provisions set forth in Paragraph 6, Saucedo shall have a perpetual right to use water from the Existing Well.

4. **Payment of Electrical Costs.** Saucedo shall timely pay directly to the utility provider all power costs for operating the Existing Well.

5. **Repair and Maintenance.**

a. Existing Well. Saucedo shall pay all of the cost for any repair and maintenance expenses associated with the Existing Well.

b. Existing Pipeline. Repairs, maintenance and replacement of the Existing Pipeline shall be the sole and exclusive responsibility of Saucedo or the owner of the Saucedo Property; provided, however, that Saucedo shall provide Frost with not less than fourteen (14) days' written notice prior to repairing, maintaining or replacing the Existing Pipeline except in the case of an emergency.

6. **Termination.** The easements granted in this Agreement for the benefit of the Saucedo Property shall immediately terminate upon the occurrence of any of the events stated in Paragraphs 6.a. through Paragraph 6.d. below, without further action of the parties; provided, however, that the parties shall mutually cooperate with each other in such event to promptly record a termination of this Agreement.

a. Notice of Termination from Saucedo. Saucedo may terminate his right to use the Existing Well and Pipeline Easement at any time by serving written notice to Frost. A termination of either the Well Easement or the Pipeline Easement shall automatically constitute a termination of the other.

b. Construction of a Well on the Saucedo Property. In the event a well is constructed on the Saucedo Property, the easements granted in this Agreement shall be automatically terminated.

c. Failure of Existing Well. In the event the Existing Well no longer produces water of sufficient quality or quantity for the Scope of Use identified in Section 2 above, this Agreement shall be automatically terminated. Saucedo shall not have the right and Frost shall not have the obligation to dig a new well anywhere on the Frost Property to replace the Existing Well.

d. Failure to Pay or Violation of Terms. Saucedo's failure to pay any amounts owing, or to cure a violation of one or more terms of this Agreement, within fifteen (15) days following service of written request for payment/compliance from Frost shall be deemed to be an abandonment and termination of the easements granted in this Agreement, and such shall be automatically terminated upon recordation by Frost of an affidavit specifying the nonpayment and/or noncompliance without further notice or action of the parties; provided, however, that the parties shall mutually cooperate with each other in such event to promptly record a termination of this Agreement.

7. **Disclaimer of Warranties.** Nothing in this Agreement is intended to be a warranty or representation by Frost with respect to the quantity or quality of water available from the Existing Well.

8. **Prohibited Practices.** The parties and their heirs, successors and/or assigns will not construct, maintain or suffer to be constructed or maintained within one-hundred (100) feet of the Existing Well, 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.

9. **Assignment.** The rights and obligations under this Agreement shall not be assignable by Saucedo except as part of, and in conjunction with, the transfer, conveyance, or encumbrance of the Saucedo Property.

10. **Amendment.** This Amendment may only be amended in writing signed by the owners of the Saucedo Property and the Frost Property. The signatures on any such amendment shall be notarized to be effective.

11. **No Extension of the Easement.** The easements granted herein shall not be extended for the benefit of any adjacent property, or for a subdivision of the Saucedo Property, or for any use extending beyond the scope expressly permitted in this Agreement.

12. **Arbitration.** Any dispute between the owners of the properties shall be resolved by binding arbitration before a single arbitrator who shall be an attorney licensed in the State of Washington with no less than fifteen (15) years' experience with real estate matters. The arbitrator shall be appointed by the presiding judge of the Skamania County Superior Court upon request of either party in the event they are unable to agree on an arbitrator. The decision of the arbitrator shall be final and binding and not subject to appeal.

13. **Enforcement.** The arbitration decision referenced above may be enforced by any party having any ownership interest in the Saucedo Property or the Frost Property described herein in the Skamania County Superior Court.

14. **Indemnification.** Saucedo shall indemnify, defend (with counsel reasonably acceptable to Frost in Frost's sole discretion) and hold Frost harmless from any and all liens, expenses, claims, injuries, demands and/or damages to persons and/or property, including but not limited to the Frost Property, relating to Saucedo's and his tenants, guests, licensees, invitees, agents, contractors, and/or consultants' use, operation, repair, maintenance and/or replacement of the Existing Pipeline, the Existing Well and its associated equipment.

15. **Insurance.** Saucedo shall procure and maintain in full force and effect and at Saucedo's sole cost and expense a policy of general liability insurance insuring Saucedo's activities and those of Saucedo's tenants, guests, licensees, invitees, agents, contractors, and/or consultants with respect to the Frost Property insuring against claims for all liability, including, without limitation, bodily injury, death, or property damage liability with a limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence. Saucedo shall provide Frost a copy of said insurance policy within ten business days of the Effective Date and shall name Frost as an additional insured. All policies shall provide that Frost shall be given 30 days' notice of policy cancellation. Saucedo shall be solely responsible to pay any insurance deductible which may apply in the event any act, error or omission by Saucedo or Saucedo's tenants, guests, licensees, invitees, agents, contractors, and/or consultants shall cause a claim to be made on any insurance policy maintained by either Frost or Saucedo.

16. **Liens.** Saucedo shall not permit any lien of any kind to be placed upon the Frost Property. In the event that a lien is placed in violation of this section, Saucedo shall immediately file a bond with the Skamania County recorder in an amount not less than 150% of the amount claimed under the lien.


17. **Legal Compliance.** Saucedo's use of the Existing Well shall comply with all applicable laws, rules and regulations.

18. **Run with the Land.** The benefits, obligations and terms of this Agreement shall run with the land and be binding upon the parties and their respective tenants, heirs, successors and assigns.

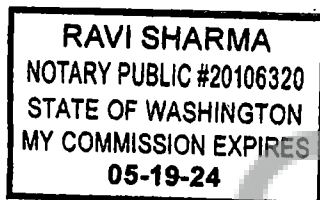
19. **Counterpart Signatures.** This Agreement may be signed in counterparts and shall be binding upon execution by both parties.

THE PARTIES WITNESS THEIR AGREEMENT TO THE TERMS HEREIN BY THEIR SIGNATURES ON THE PAGES BELOW:

[remainder of page intentionally blank]

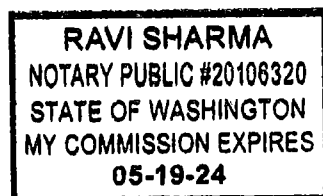

ANGELA M. FROST

Dated: 12/31/2020



Notary Public in and for the State of Washington,
Residing at The UPS Store, Washougal, WA-98671
My appointment expires: 05-19-24

Dated: 12/31/2020



Notary Public in and for the State of Washington,
Residing at The UPS Store, Washougal, WA-98671
My appointment expires: 05-18-24 ✓

WELL EASEMENT AGREEMENT - 7
FROE02-000001 - Well Easement Agreement--Draft for Client Review

EXHIBIT A
(Legal Description for Skamania County Parcel No. 02053420040000)

A tract of land in the Northwest Quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 4 of the STONE LAND Short plat, recorded in Auditor's File No. 2013000962, Skamania County Records.

Unofficial
Copy

EXHIBIT B
(Legal Description for Skamania County Parcel No. 02053420040200)

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 34; thence North $00^{\circ} 40' 49''$ West along the East line of said subdivision 454.74 feet; thence South $77^{\circ} 12' 20''$ West 51.40 feet to a point on the South edge of a 60 foot wide driveway, being the initial point of the parcel hereby described; thence continuing South $77^{\circ} 12' 20''$ West along the South edge of said 60 foot wide driveway 291.95 feet; thence South $08^{\circ} 06' 30''$ East to intersection with the North edge of the right of way of the Washougal River Road as conveyed to Skamania County by Deed recorded under Auditor's File No. 70977; thence Northeasterly along the North edge of the right of way of said Washougal River Road to a point which bears South $11^{\circ} 59' 08''$ East from the true point of beginning; thence North $11^{\circ} 59' 08''$ West 86.32 feet to the initial point of the tract hereby described.