

Skamania County, WA  
Total:\$260.50  
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2023-001571

10/30/2023 04:02 PM

Request of: THE SCHLOTFELDT LAW FIRM, PLLC



00017156202300015710080086

**WHEN RECORDED RETURN TO:**

THE SCHLOTFELDT LAW FIRM, PLLC

900 WASHINGTON STREET, STE. 1020

VANCOUVER, WA 98660

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)

**DOCUMENT TITLE(S)** (or transaction contained therein) (all areas applicable to your document must be filled in)

WELL AND EASEMENT AGREEMENT

**REFERENCE NUMBER(S)** of Documents assigned or released: 3540.001

[ ] Additional numbers on page \_\_\_\_ of document.

**GRANTOR(S):**

1. GREGORY GIFFORD

2. DEBBIE GIFFORD

3.

4.

[ ] Additional names on page \_\_\_\_ of document.

**GRANTEE(S):**

1. KIMBERLY COX

2. RICHARD O'BRYAN

3.

4.

Skamania County

Real Estate Excise Tax

[ ] Additional names on page \_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

OCT 30 2023

LOT 1 OF THE GIFFORD S/P#2021-000019

LOT 2 GIFFORD SP 2021-19

PAID

N/A

Skamania County Treasurer

[X] Complete legal on page 6 of document.

**Assessor's Property Tax Parcel #** 01050500060100 AND 01050500061500

[ ] Additional parcel numbers on page \_\_\_\_ of document.

JM 10/30/23

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.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Albert F. Schlotfeldt  
The Schlotfeldt Law Firm  
900 Washington Street, Suite 1020  
Vancouver, WA 98660

Skamania County  
Real Estate Excise Tax

N/A  
**OCT 30 2023**

PAID                       
Skamania County Treasurer  
*[Signature]*

**Grantors:** Gregory D. Gifford and Debbie G. Gifford  
**Grantees:** Kimberly D. Cox and Richard T. O'Bryan

**Abbreviated Legals:** Lot 1 of the Gifford S/P#2021-000019  
Lot 2 Gifford SP 2021-19

**Assessor's Tax Parcel #s:** 01050500060100  
01050500061500 *fm 10/30/23*

**Other Reference Nos:** \_\_\_\_\_

**WELL AND EASEMENT AGREEMENT**

**Effective Date:** \_\_\_\_\_, 10/14/2023.

**Parties:** Gregory D. Gifford and Debbie G. Gifford  
("Grantors") and  
Kimberly D. Cox and Richard T. O'Bryan  
("Grantees").

**Recitals:**

A. Gregory D. Gifford and Debbie G. Gifford are the owners of certain real property legally described under Skamania County Tax Parcel No. 01050500060100 ("Lot 1"), more particularly described in Exhibit "A" hereto.

B. Kimberly D. Cox and Richard T. O'Bryan are the owners of certain real property legally described under Skamania County Tax Parcel No. 01050500061500 ("Lot 2"), more particularly described in Exhibit "B" hereto.

C. The above parcels described in Paragraphs A and B above, are contiguous parcels.

D. A water well exists on Lot 1 and provides water to serve the domestic water needs of Lots 1 and 2. Grantors desire to grant to the Owners of Lot 2 parties the right to use the above referenced wells, water lines and power service and to grant the necessary easement.

Now, therefore, the parties agree as follows:

The below signed parties, for good and valuable consideration, hereby grant and convey to each other the real estate as set forth below:

**Agreement:**

1. **WELL.**

- A. **Well.** Grantors grants and conveys to Grantees a perpetual easement for use of the water well located on Lot 1. The well is currently located in the Southeast corner of Lot 1 and is for the use and benefit of Lots 1 and 2. The well shall be only for domestic purposes (including landscape and garden use within 100 feet of the residence).
- B. **Water Line.** Grantors grant and convey to Grantees a perpetual easement for water distribution lines from the well to Lot 2 at their existing locations.
- C. **Maintenance.** The Owners of Lots 1 and 2 shall be share responsibility for all maintenance, utilities, up-keep and costs of the well. The Owners of Lots 1 and 2 shall each be responsible for the maintenance, utilities, up-keep and costs of their own water distribution lines.
- D. **Usage Fee.** The Owners of Lot 2 shall pay a monthly usage and electricity fee to the Owners of Lot 1. The fee amount shall be \$90.00/month, with a 5% increase every two (2) years as of the date of this Agreement.
- E. **Well Testing.** The Owners of Lots 1 and 2 shall share equally in the costs of well water testing every five years unless otherwise agreed in a writing signed by the Owners of each Lot.

- 2. **MAINTENANCE EASEMENTS.** The parties hereby grant and convey to each other reasonable and necessary access across their respective parcels for the purposes of performing maintenance and/or repairs on the above referenced well head, power lines and water distribution lines.

- 3. **ASSIGNMENT OF RIGHTS.** All of the rights granted in this agreement shall not be further assignable by the parcel owners except as an appurtenance to and in conjunction with the sale or subdivision of their respective parcels.

- 4. **AMENDMENT.** The provisions of this agreement may be amended in whole or in part, but only with the consent of all of the affected parcel owners.


- 5. **BINDING AGREEMENT.** The easements, rights and responsibilities set forth in this agreement shall be perpetual and shall run with the land, and shall be binding on the successors and assigns of the parcel owners.

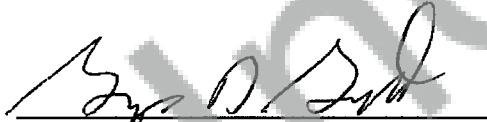
6. **VOTING.** If the parcel is owned by one or more persons, all owners of the parcel shall be collectively referred to as the parcel owner and will be entitled to own one collective vote, i.e. each parcel represents one vote in the matters covered by this agreement. If a parcel is divided each new parcel shall have one vote.
7. **ENTIRE AGREEMENT.** The parties agree that this document sets forth the entire agreement and understanding between the parties regarding the subject matter of this Agreement, and that there have been no other promises or inducements, oral or written, given by any party or representative thereof to the other to enter into this Agreement.

THE PARTIES WARRANT THAT THEY HAVE READ THIS ENTIRE AGREEMENT, UNDERSTAND ALL OF ITS TERMS AND PROVISIONS, AND HAVE HAD THE ADVICE OF INDEPENDENT COUNSEL AND SIGN THE SAME VOLUNTARILY WITH FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE FULLY AND LEGALLY BOUND BY ITS TERMS.

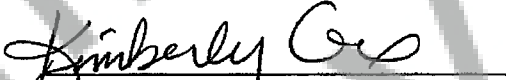
The parties have executed this Agreement to be effective on the first day and year written above.


Grantors:

  
By: Debbie G. Gifford  
Date: 10-17-23

  
By: Gregory D. Gifford  
Date: 10-17-23

Grantees:

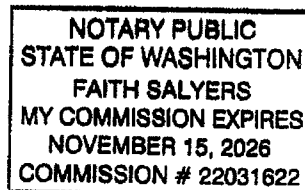
  
By: Kimberly Cox  
Date: 10-19-2023

  
By: Richard T. O'Bryan  
Date: 10-16-2023

County of Clark )

I certify that Debbie G. Gifford, appeared personally before me and that I know or have satisfactory evidence 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 this 17 day of October, 2023.

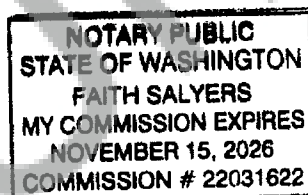


Jan Sol  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 11/15/26

County of Clark )

I certify that Gregory D. Gifford appeared personally before me and that I know or have satisfactory evidence 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 this 17 day of October, 2023



Jan San  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 11/15/20



EXHIBIT "A"  
Lot 1 Legal Description

A tract of land in the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at the Southwest Quarter of said Section 5; thence North 00°46'52" East along the West line of said Southwest Quarter 834.82 feet; thence South 89°13'08" East 660 feet, thence North 00°46'52" East 244.79 feet; thence South 89°13'08" East 330 feet to the True Point of Beginning. Thence South 00°46'52" West parallel with the West line of said Southwest Quarter 612.83 feet to the North right-of-way of the Belle Center Road; thence following said right-of-way line, along an arc of a 348.3 foot radius curve to the right, (the incoming tangent of which is South 89°45'52" East) for an arc distance of 209.91 feet; thence South 49°49'40" East, 155 feet more or less to the East line of the said West half of the Southwest Quarter; thence northerly along said East line 810 feet, more or less to a point South 09°13'08" East of the true point of beginning.

EXCEPT

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of GIFFORD Short Plat, recorded under Auditor's File NO. 202100019, Skamania County Records.

**EXHIBIT "B"**  
**Lot 2 Legal Description**

A tract of land in the Southwest Quarter of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of GIFFORD Short Plat, recorded under Auditor's File NO. 202100019, Skamania County Records.