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

Bradley W. Andersen
Timmons Law, PC
PO Box 2350
The Dalles, OR 97058

| | |
|---------------------------|---|
| Grantor/Grantee: | Gregory A Robertson and Jill M. Robertson, a married couple |
| Grantee/Grantor | Robert A. Sourek, III. |
| Abbreviated Legal: | Lot 1 of Hillside Short Plat, PTN of NW ¼ of Sec. 23, TWP 3 N R 1E and Lot 2 Chinook SP AF #2015000256. |
| Assessor's Tax | 0307252001200/03072520012000 03072520012000 <i>Pat</i> |
| Parcel(s): | 03072520012500 <i>Pat</i> |
| Other Reference | N/A |
| No(s).: | |

MUTUAL WELL AND EASEMENT AGREEMENT

1. **Purpose:** The Robertsons and Sourek III respectively own the below-described adjacent properties, which properties are served by two existing wells, a cistern, water lines and other improvements ("water system") which are located on their respective properties, as shown on **Exhibit A**. The parties intend to grant each other the right to use and maintain this water system under the following conditions.

2. **Grant of Easement.** Gregory A Robertson and Jill M. Robertson (Grantor/Grantee), the owner of Tax Lot #03072520012500, the real property located at 1741 Kanaka Creek Road more fully described below, located in Skamania County, Washington (Robertson Property), in mutual consideration and other good and valuable consideration, hereby grants to Robert A. Sourek, III (Grantee/Grantor), and his successors and assigns ("Grantee") a perpetual, non-exclusive easement ("Easement") over, across, under, and through the portion of Grantor's property on which an existing well and water system is located for the purposes of jointly accessing, maintaining, repairing, and operating the existing water system on and for the benefit of the Sourek Property, described below. The wells are generally depicted on **Exhibit A**, with the first well, ID#AKL883 located on the Robertson Property and the second well, #AKL899 located on the Sourek Property:

Robertson Property

Lot 2 of Chinook Short Plat SP 08-12 of Lot 1 of Hillside Short Plat, in the NW ¼ of Sec 25, TWP 3 N, R 1E recorded in Auditor File No 2015000256.

3. **Grant of Easement.** Robert A Sourek, III (Grantee/Grantor), the owner of Tax Lot #03072520012000, the real property located at 1681 Kanaka Creek Road more fully described

below located in Skamania County, Washington (Sourek Property), in mutual consideration and other good and valuable consideration, hereby grants to Gregory A Robertson and Jill M. Robertson (Grantor/Grantee), and their successors and assigns ("Grantees") a perpetual, non-exclusive easement ("Easement") over, across, under, and through the portion of Grantor's property on which the existing water well and water system is located for the purposes of jointly accessing, maintaining, repairing, and operating the existing water system on and for the benefit of the Robertson Parcel as generally shown on **Exhibit A**.

Sourek Property

A tract of land located in the Northwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of CHINOOK Short Plat SP 08-12, recorded in Auditor File No. 2015000256, Skamania County Records.

EXCEPTING THEREFROM that portion conveyed by Deed recorded as Auditor's File No. 2021001627, being a tract of land located in the Southeast Quarter of the Northwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at the Southeast corner of Lot 2 and the Northeast corner of Lot 1 of the CHINOOK Short Plat as recorded in Skamania County Auditor's File Number 2015000256 in said Section 25; thence South 83° 00' 26" East along the South line of said Lot 2 a distance of 358.96 feet; more or less, to the Southwest corner of said Lot 2, thence South 18° 51' 50" East along the West line of said Lot 1 a distance of 84.73 feet, thence North 69° 21' 36" East a distance of 351.45 feet, more or less, to the point of beginning.

4. **Scope of Easement.** Each party shall have the mutual right of ingress and egress over and across each other's properties to use and access the wells and water system to access, maintain, repair, and operate the system, and to extract water for their respective uses as described below. The parties shall have the collective right to install, maintain, repair, replace, and utilize such pumps, pipelines, equipment, infrastructure, and utilities in the Easement area as necessary and convenient for their respective water system uses.

5. **Use of Water.** Each party shall have the right to extract and use water from the water system solely for domestic purposes. "Domestic purposes" shall mean household, non-commercial purposes, including personal hygiene, cooking, drinking, cleaning, gardening, and maintenance. Neither party shall extract unreasonable amounts of water and shall take reasonable steps to conserve water to avoid overusing the wells. In the event the wells do not produce sufficient domestic water, the parties shall meet in good faith to develop and agree upon a water use management or conservation plan that provides a fair, equitable, and reasonable distribution of the water.

6. **Costs and Expenses.** The parties shall be equally responsible for all costs and

expenses related to the Grantee's use, maintenance, repair, and operation of the Well and Easement area, including paying their *pro-rata* share of the electric costs associated with operating the well. The owner of the Robertson parcel shall receive the electric bill from the PUD and then, through a separately installed meter, bill the owner of the Sourek property based on their respective use of the water, plus any other expenses related to the maintenance of the system. Before any substantial repairs are made to the water system, the parties shall meet to discuss the proposal and agree upon how the work will be performed and paid.

7. **Restoration.** Each party shall repair any physical damage to the water system or property caused by their use of the Easement and shall restore the area to substantially its original condition upon completion of repairs.

8. **REPRESENTATIONS. THE GRANTORS DO NOT MAKE ANY REPRESENTATIONS REGARDING THE WELLS, WATER LINES, OR CISTERN AND, THEREFORE, DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THEIR LEGALITY, CONDITION, QUALITY, OR CAPACITY. THE GRANTEEES ARE ACCEPTING THESE "AS IS."**

9. **Indemnification.** Grantee shall indemnify, defend, and hold each other harmless against any claims, damages, losses, liabilities, costs, or expenses arising from their respective use of this Easement.

10. **Binding Effect.** This Easement shall run with the land and bind Grantor and Grantee, as well as their respective successors, heirs, and assigns.

11. **Governing Law.** This Easement shall be construed by the laws of the State of Washington.

12. **Modifications.** All parties must sign any modifications to this Easement in writing.

13. **Severability.** If any provision of this Easement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, each party has executed this Agreement.

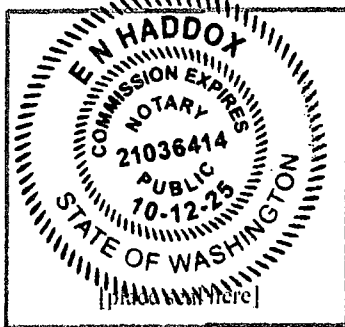
SIGNATURES ON FOLLOWING PAGE

GRANTOR/GRANTEE:

Gregory A. Robertson
Gregory A. Robertson

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that Gregory A. Robertson 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.



E N Haddox E N Haddox
Name of Washington State Notary Public (signed)

E N Haddox
Name of Washington State Notary Public (printed)

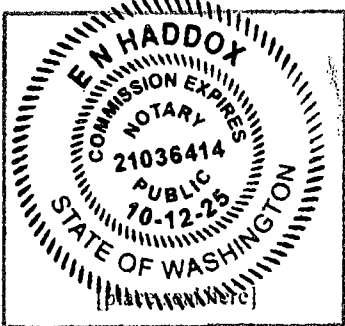
My Commission Expires: 10/12/2025

GRANTOR/GRANTEE:

Jill M. Robertson
Jill M. Robertson

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that Jill M. Robertson 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.

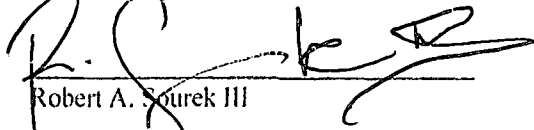


E N Haddox
Name of Washington State Notary Public (signed)

E N Haddox
Name of Washington State Notary Public (printed)

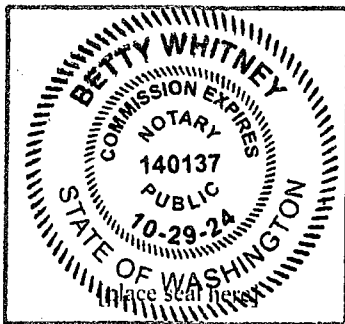
My Commission Expires: 10/12/2025

GRANTEE/GRANTOR:


Robert A. Sourek III

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that Robert A. Sourek III 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.




Name of Washington State Notary Public (signed)

Betty Whitney
Name of Washington State Notary Public (printed)

My Commission Expires: 10/29/24

