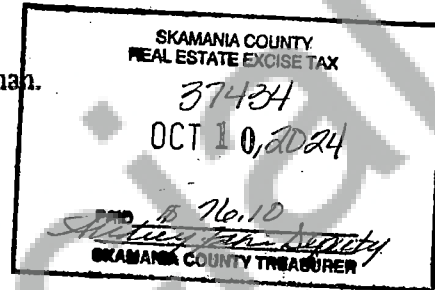




**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN
TO:**

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

Grantor: Roger A. Haven, a widowed man.
Grantee: Robert R. O'Dell
Abbreviated Legal: S20, T2N, R7E
Assessor's Tax Parcel(s): 02072042010000 *BMW*
Other Reference No(s): N/A



WELL AND EASEMENT AGREEMENT

1. **Grant of Easement.** Roger A Haven (Grantor), the owner of the real property described as Lot 1 of Short Plat Recorded in Book 3 of Short Plats, Page 213, Skamania County Records, Amended Plat recorded in Boot T of Short Plats, page 108, located in North Bonneville, Washington (Sullivan Property), for the sum of \$5,000 and other good and valuable consideration, grants to Robert R O'Dell (Grantee), 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 water well is located ("Well Site") for the purposes of accessing, maintaining, repairing, and operating the existing water well on the Well Site ("Well").

2. **Scope of Easement.** Grantee shall have the right of ingress and egress over and access to the Well Site and Well for the purposes of accessing, maintaining, repairing, and operating the Well and extracting water from the Well. Grantee shall have the right to install, maintain, repair, replace, and utilize such pumps, pipelines, equipment, infrastructure, and utilities on the Easement area as necessary and convenient for Grantee's use of the Well.

3. **Use of Water.** Grantee shall have the right to extract and use water from the Well solely for irrigation purposes on Grantee's adjoining property. Grantee shall not extract unreasonable amounts of water or use the water for any purpose other than irrigation without Grantor's prior written consent.

4. **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 one-half of any electric bill associated with operating the well.

5. **Restoration.** Grantee shall repair any physical damage to the Well Site or Grantor's property caused by Grantee's use of the Easement and shall restore the area to substantially its original condition upon completion of repairs.

6. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless against any claims, damages, losses, liabilities, costs, or expenses arising from Grantee's use of the Easement and Well.

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

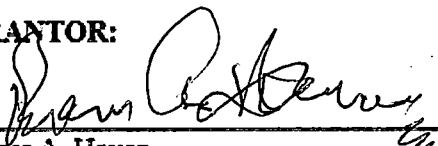
8. Governing Law. This Easement shall be construed in accordance with the laws of the State of Washington.

9. Modifications. Any modifications to this Easement must be in writing and signed by Grantor and Grantee.

10. Severability. If any provision of this Easement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Roger A. Haven has executed this Agreement to be effective on the date first set forth above.

GRANTOR:




Roger A. Haven

STATE OF WASHINGTON)

County of Clark) ss.

I certify that Roger A. Haven 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.


12/01/2024

date: 04 September 2024

