

Skamania County, WA 2026-000448
Total: \$316.50
EASE 03/26/2026 04:35 PM
Pgs=14
Request of: LIAM WOODS
002369920260004480140147

After recording, mail to:

Liam Woods
423 Hendryx Road
White Salmon, WA 98672

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

N/A

MAR 26 2026

PAID *N/A*
Monaisha Darty
SKAMANIA COUNTY TREASURER

SHARED WELL AND DRIVEWAY EASEMENTS, MAINTENANCE, AND COST-SHARING AGREEMENT

THIS SHARED WELL AND DRIVEWAY EASEMENTS, MAINTENANCE, AND COST-SHARING AGREEMENT ("Agreement") is made as of March 25, 2026, by and between:

Liam Woods, ^{grantee} whose address is 423 Hendryx Rd, White Salmon, Washington 98672, and
Kirsten Rudestam, ^{grantor} whose address is 135 Hendryx Rd, White Salmon, Washington 98672.

Each a "Party," and collectively the "Parties."

Liam Woods, (Tract 1) whose address is 423 Hendryx Rd, White Salmon, Washington 98672

Parcel Number 031003100011500

Legal Description (Tract 1):

A tract of land located in the Northeast quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County and State of Washington, being more particularly described as follows:

Commencing at the northeast corner of Section 3; thence North 88°54'45" West along the north line of Section 3 a distance of 338.31 feet to the northwest corner of deed to Hamilton described on AFN 2020-001365 and the point of beginning of the following described Tract 1.

Thence North 88°54'45" West along said north line a distance of 768.90 feet to a 5/8" iron rod monumenting the northeast corner of Lot 1 of the Debo Short Plat, AFN 2017001698; thence South 20°16'51" East along the east line of said Lot 1 a distance of 468.33 feet to a point; thence North 69°25'14" East a distance of 419.93 feet to a point; thence North 51°34'34" East a distance of 269.81 feet to the west line of said Hamilton deed; thence North 01°00'18" East a distance of 109.43 feet to the point of beginning of described tract.

Contains 5.00 Acres.


Easement Area Description:

A non-exclusive easement for ingress and egress over and across a portion of Tract 2, being a strip of land 16.00 feet in width, lying 8.00 feet on each side of the centerline of the existing driveway as presently constructed and located on the ground and shown in (Exhibit B)

Said easement shall extend along the full length of said existing driveway across Tract 2. The sidelines of the easement shall be shortened or lengthened as necessary to terminate at the boundaries of Tract 1.

Situate in Skamania County, State of Washington.

Kirsten Rudestam, (Tract 2) whose address is 135 Hendryx Rd, White Salmon, Washington 98672

Parcel Number 03100300010000 

Legal Description (Tract 2):

\ tract o f land located in the Northeast quarter of Section 3 , Township 3 North, Range 1 0 East of the Willamette Meridian, Skamania County and State of Washington, being more particularly described as follows:

Commencing at the northeast corner o f Section 3; thence North 88°54'45" West along north line of Section 3 a distance o f 338.31 feet to the northwest corner of deed to Hamilton described on AFN 2020-001365; thence South 01°00'18" West along the west line of said Hamilton tract a distance of 109.43 feet to the point of beginning o f the following described Tract 2.

Thence continuing South 01°00'18" West along said Hamilton tract a distance of 518.15 feet t o a 5/8" iron rod, L.S.35092 monumenting the southwest corner o f said Hamilton tract, being on the north line of tract of land deed to John R. Siders a s described on Book 144, Page 816 of Deed Records of Skamania County; thence North 88°47'36" West along said north line a distance of 349.99 feet to a 5/8" iron rod monumenting the northwest corner of said ; thence South 07°19'21" West along said Siders west line a distance of 350.83 feet to a point on the east line of Lot 1 o f the Debo Short Plat, AFN 2017001698; thence North 20°16'51" West a distance of 579.29 feet t o a point; thence North 69°25'14" East a distance of 419.93 feet to a point; thence North 51°34'34" East a distance of 269.81 feet t o the point of beginning.

Contains 5.01 Acres.

Easement Area Description:

A non-exclusive easement for use and maintenance of a well and pedestrian trail access on Tract 1 being a strip of land 4 feet in width, lying 2 feet on each side of the centerline of the existing trail as presently constructed and located on the ground and shown on (exhibit B) .

Said easement shall extend along the full length of said existing trail across Tract 1. The sidelines of the easement shall be shortened or lengthened as necessary to terminate at the boundaries of Tract 1.

Situate in Skamania County, State of Washington.

RECITALS

A. Liam Woods is the owner of real property located in Skamania County, Washington, as legally described in **Exhibit A: Tract 1** (“Liam’s Parcel”).

B. Kirsten Rudestam is the owner of real property located in Skamania County, Washington, as legally described in **Exhibit B: Tract 2** (“Kirsten’s Parcel”).

C. A domestic water well is located on Liam’s Parcel and serves both Liam’s Parcel and Kirsten’s Parcel.

D. An existing driveway located on Kirsten’s Parcel provides access benefiting Liam’s Parcel.

E. The Parties desire to grant and establish certain perpetual easements, together with maintenance and cost-sharing obligations, which shall run with the land.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION I – SHARED WELL EASEMENT

1. Grant of Easement

Liam Woods (“Grantor”) hereby grants, conveys, and warrants to Kirsten Rudestam (“Grantee”), for the benefit of Kirsten’s Parcel, a perpetual, non-exclusive easement appurtenant for the use of the existing domestic water well, including the right of reasonable access for operation, maintenance, repair, replacement, and servicing.

Kirsten’s Parcel is the dominant estate and Liam’s Parcel is the servient estate for this easement.

2. Easement Area

The well easement area (“Well Easement Area”) is located on Liam’s Parcel and is described in **Exhibit B**, which is attached hereto and incorporated by this reference.

3. Permitted Use

Use of the well shall be limited to reasonable residential domestic use. No commercial, industrial, or other high-volume use shall be permitted without the prior written agreement of both Parties.

Each Party shall use water in a reasonable manner and avoid waste.

4. Shared Costs and Maintenance

4.1 Cost Sharing

All reasonable costs associated with the well, including electricity, testing, maintenance, repair, and replacement, shall be shared equally by the Parties. Documentation (receipts/invoices) is required.

4.2 Work Initiation

Either Party may initiate necessary maintenance or repair:

- With prior written notice for non-emergency work; or
- Without prior notice in the event of an emergency

4.3 Nonpayment

If a Party fails to reimburse the other within thirty (30) days after written demand, the unpaid amount shall accrue interest at ten percent (10%) per annum. The paying Party may pursue all remedies available at law or in equity for recovery. Unpaid amounts shall constitute a lien against the defaulting Party's parcel, enforceable in the same manner as a judgment lien.

4.4 Any lien or claim arising from or related to this Easement Agreement shall be subordinate and junior to any bona fide mortgage, deed of trust, or other institutional financing encumbering the property.

5. Access

Each Party shall have reasonable access to the Well Easement Area at reasonable times for purposes consistent with this Agreement. Any disturbed areas shall be reasonably restored.

6. Emergency Repairs

Either Party may authorize emergency repairs necessary to prevent interruption of water service or property damage. Notice shall be provided to the other Party as soon as practicable.

7. Water Shortage

In the event of insufficient water supply, the Parties shall share the available water on an equal basis and shall implement reasonable conservation measures.

8. Well Failure and Replacement

If the well becomes nonfunctional or unreliable, the Parties shall jointly repair or replace it. Costs are shared equally unless otherwise agreed. Opting out and voiding well easement is an option if the well fails.

9. Water Testing and Quality

If both parties agree to test water quality, costs shall be shared equally.

If contamination occurs, Parties shall cooperate to remediate. Costs shared unless caused by one Party's negligence.

10. Buy-Out Option Upon Transfer

10.1 Trigger

If either Party sells or transfers their parcel, the remaining Party may elect to purchase the other Party's interest in the shared well.

10.2 Election Period

The election must be made in writing within sixty (60) days of written notice of the transfer.

10.3 Valuation

The buy-out price shall be determined by:

- (a) mutual written agreement;
- (b) a qualified professional agreed upon by both Parties; or
- (c) the average of two professional independent written estimates.

10.4 Closing

The buy-out shall be completed within ninety (90) days after valuation is determined.

10.5 Effect

Upon payment, the selling Party shall relinquish all rights and obligations related to the well, and the shared well agreement shall terminate without impacting the other aspects of this agreement.

10.6 Non-Interference with Transfer Notwithstanding any provision of this Section, the rights set forth herein shall not delay, impair, or prevent the closing of any bona fide sale, transfer, or financing of either Party's property. The election period provided in Section 10.2 may run concurrently with or after closing.

10.7 Deemed Waiver at Closing (unless elected) If the non-transferring Party has not delivered written notice of election prior to the closing of the transfer, such Party shall be deemed to have waived its buy-out right with respect to that transfer.

10.8 Post-Closing Buy-Out Option If a timely election is made, the buy-out process (including valuation and closing) may occur after the transfer of the property and shall not be a condition precedent to such transfer.

10.9 Cooperation with Title Each Party agrees to execute reasonable documents requested by a title company or lender confirming the status or waiver of buy-out rights to facilitate closing.

10.10 No Right of First Refusal

The provisions of this Section are not intended to create, and shall not be construed as, a right of first refusal or option to purchase the property itself, but only a contractual mechanism related to the shared well.

11. Termination

The well share part of this easement may be terminated only if:

- (a) the well is permanently abandoned;
- (b) each parcel is served by a separate independent water source;
- (c) or the buyout option is enacted and completed

Any termination shall be recorded.

12. Runs With the Land

This easement is appurtenant and shall run with the land and bind and benefit the Parties and their respective successors and assigns.

SECTION II – DRIVEWAY EASEMENT

1. Grant of Easement

Kirsten Rudestam (“Grantor”) hereby grants, conveys, and warrants to Liam Woods (“Grantee”), for the benefit of Liam’s Parcel, a perpetual, non-exclusive easement appurtenant for vehicular and pedestrian ingress and egress.

Liam’s Parcel is the dominant estate and Kirsten’s Parcel is the servient estate for this easement.

2. Easement Area

The driveway easement area (“Driveway Easement Area”) is located on Kirsten’s Parcel and is described in **Exhibit B**, attached hereto and incorporated by reference.

3. Permitted Use

Use of the Driveway Easement shall be limited to reasonable residential access serving a single-family residence, including customary guest, delivery, and service use.

The following uses are prohibited without the prior written consent of the Grantor:

- (a) Retail, wholesale, or public-facing commercial operations with regular or high-volume customer traffic (e.g., plant nursery, retail or wholesale store, or similar uses);
 - (b) Use by businesses with multiple employees on shifts generating ongoing traffic.
-

4. Maintenance and Cost Sharing

4.1 Cost Sharing

The Parties shall share equally in reasonable costs necessary to maintain the driveway in a condition suitable for normal residential use.

4.2 Work Procedure

Non-emergency maintenance shall be preceded by reasonable written notice. Emergency work may be undertaken without prior notice.

4.3 Nonpayment

Failure to reimburse within thirty (30) days after written demand shall result in interest at ten percent (10%) per annum, and the paying Party may pursue legal remedies for recovery. Unpaid amounts shall constitute a lien against the defaulting Party's parcel, enforceable in the same manner as a judgment lien.

4.4 Any lien or claim arising from or related to this Easement Agreement shall be subordinate and junior to any bona fide mortgage, deed of trust, or other institutional financing encumbering the property.

6. Damage and Restoration

Grantee shall be responsible for repairing any damage to the Driveway Easement Area caused by Grantee's use beyond ordinary wear and tear.

7. Utilities

No utilities shall be installed within the Driveway Easement Area without the prior written consent of the Grantor.

8. Non-Interference

Neither Party shall unreasonably interfere with the rights granted under this easement.

9. Relocation of Easement

Grantor reserves the right to relocate the Driveway Easement Area at Grantor's expense, provided that the relocated easement provides substantially similar utility and does not materially impair access to the dominant estate.

10. Trail Easement

Liam Woods hereby grants to Kirsten Rudestam, for the benefit of Kirsten's Parcel, a perpetual, non-exclusive easement appurtenant for pedestrian ingress and egress over the trail connecting to adjacent public land, as described in **Exhibit B**.

This easement shall run with the land and is limited to non-motorized use unless otherwise agreed in writing.

10.1

Grantor reserves the right to relocate the trail Easement Area at Grantor’s expense, provided that the relocated easement provides substantially similar utility and does not materially impair access for the dominant estate.

11. Liability and Indemnification

11.1 Responsibility

Each Party shall be responsible for injuries or damages arising from their own use of the easement areas.

11.2 Indemnification

Grantee shall indemnify, defend, and hold harmless Grantor from any claims arising out of Grantee’s use of the Driveway Easement.

GENERAL PROVISIONS

1. Governing Law

This Agreement shall be governed by the laws of the State of Washington.

2. Dispute Resolution

The Parties shall attempt in good faith to resolve disputes through mediation prior to initiating litigation.

3. Attorney’s Fees

In any action arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs.

4. Recording

This Agreement shall be recorded in the official records of Skamania County, Washington.

5. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and may be amended only by a written instrument executed by both Parties and recorded.

6. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

7. Cost Documentation

Reimbursement requires reasonable documentation.

8. Default and Opportunity to Cure

If a Party fails to perform any obligation, written notice shall be given.

The defaulting Party has **30 days to cure**, or longer if cure is underway and diligently pursued.

If not cured, remedies may be pursued, including lien enforcement.

SIGNATURES AND NOTARY ACKNOWLEDGMENTS

SIGNATURES AND NOTARY ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

Liam Woods

Signature: [Handwritten Signature] Print Name: Liam Woods

Date: 3/26/26

Kirsten Rudestam

Signature: [Handwritten Signature] Print Name: Kirsten Rudestam

Date: 3/26/2026

STATE OF WASHINGTON (COUNTY OF Archie)

On this 26 day of March, 2026, before me personally appeared **Liam Woods** and **Kirsten Rudestam**, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Signature [Handwritten Signature]

Printed Name Avary LaStofka

Notary Public in and for the State of Washington
My commission expires: 11/15/2027

NOTARY PUBLIC
STATE OF WASHINGTON
AVARY LASTOFKA
MY COMMISSION EXPIRES
NOVEMBER 15, 2027
COMMISSION # 23034626

EXHIBITS

- **Exhibit A** – Legal Description of Liam’s Parcel - Tract 1 and Legal Description of Kirsten’s Parcel - Tract 2 - on Survey
- **Exhibit B** – Well Easement Area, Driveway Easement Area, Trail Easement Area - on survey

Unofficial Copy

Exhibit 'A'
TERRA SURVEYING
P.O. Box 617
Hood River, OR 97031
PHONE (541) 386-4531
E-Mail: terra@gorge.net

LEGAL DESCRIPTION
FOR
TRACT 1
(5 ACRE LAND DIVISION EXEMPTION)

A tract of land located in the Northeast quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County and State of Washington, being more particularly described as follows:

Commencing at the northeast corner of Section 3; thence North $88^{\circ}54'45''$ West along the north line of Section 3 a distance of 338.31 feet to the northwest corner of deed to Hamilton described on AFN 2020-001365 and the point of beginning of the following described Tract 1.

Thence North $88^{\circ}54'45''$ West along said north line a distance of 768.90 feet to a $5/8''$ iron rod monumenting the northeast corner of Lot 1 of the Debo Short Plat, AFN 2017001698; thence South $20^{\circ}16'51''$ East along the east line of said Lot 1 a distance of 468.33 feet to a point; thence North $69^{\circ}25'14''$ East a distance of 419.93 feet to a point; thence North $51^{\circ}34'34''$ East a distance of 269.81 feet to the west line of said Hamilton deed; thence North $01^{\circ}00'18''$ East a distance of 109.43 feet to the point of beginning of described tract.

Contains 5.00 Acres.
September 29, 2023
EMC

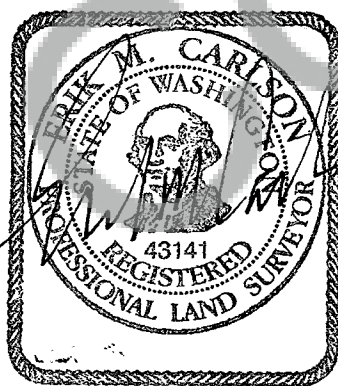


Exhibit 'A'
TERRA SURVEYING
P.O. Box 617
Hood River, OR 97031
PHONE (541) 386-4531
E-Mail: terra@gorge.net

LEGAL DESCRIPTION
FOR
TRACT 2
(5 ACRE LAND DIVISION EXEMPTION)

A tract of land located in the Northeast quarter of Section 3, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County and State of Washington, being more particularly described as follows:

Commencing at the northeast corner of Section 3; thence North $88^{\circ}54'45''$ West along north line of Section 3 a distance of 338.31 feet to the northwest corner of deed to Hamilton described on AFN 2020-001365; thence South $01^{\circ}00'18''$ West along the west line of said Hamilton tract a distance of 109.43 feet to the point of beginning of the following described Tract 2.

Thence continuing South $01^{\circ}00'18''$ West along said Hamilton tract a distance of 518.15 feet to a $5/8''$ iron rod, L.S.35092 monumenting the southwest corner of said Hamilton tract, being on the north line of tract of land deed to John R. Siders as described on Book 144, Page 816 of Deed Records of Skamania County; thence North $88^{\circ}47'36''$ West along said north line a distance of 349.99 feet to a $5/8''$ iron rod monumenting the northwest corner of said; thence South $07^{\circ}19'21''$ West along said Siders west line a distance of 350.83 feet to a point on the east line of Lot 1 of the Debo Short Plat, AFN 2017001698; thence North $20^{\circ}16'51''$ West a distance of 579.29 feet to a point; thence North $69^{\circ}25'14''$ East a distance of 419.93 feet to a point; thence North $51^{\circ}34'34''$ East a distance of 269.81 feet to the point of beginning.

Contains 5.01 Acres.
September 29, 2023
EMC



Exhibit A

TERRA SURVEYING
 PROPERTY BOUNDARY EXHIBIT
 for
 KIRSTEN RUDESTAN AND LIAM WOODS

LOCATION OF SURVEY:

ORIGINAL TAX PARCEL 03100300010000 IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, STATE OF WASHINGTON

RECOVERED A 2-1/2" BRASS CAP, INDIAN ALLOTMENT CORNER.

34

N 88°54'45" W
 1508.80'
 (AFN 2017001698=1508.85')

N 88°54'45" W 768.90'
 S 88°54'45" E 1107.21'

338.31'



TAX PARCEL
 03100200020000
 AFN2020-001365

TRACT 1
 CONTAINS 5.00
 ACRES.

LOT 1
 DEBO SHORT PLAT,
 AFN 2017001698
 TAX PARCEL
 03100300010600

468.33'

N 69°25'14" E 419.93'

TRACT 2
 CONTAINS 5.01
 ACRES.

518.15'

S 01°00'18" W 627.58' (DEED=628.00')

N 88°47'34" W
 349.99'

S 07°19'21" W 350.83'

579.29'

S 20°16'51" E 1047.62'

N 88°15'03" W 506.96'



TERRA SURVEYING

DATE: SEPTEMBER 29, 2023
 SCALE: 1" = 200'
 PROJECT: 23130DIVISION
 PARCEL No. 03100300010000
 P.O. BOX 617
 HOOD RIVER, OREGON 97031
 PHONE: (541) 386-4531
 E-Mail: terra@gorge.net
 www.terralandsurveying.com

TAX PARCEL
 03100300010200
 SIDERS TRACT
 BOOK 144, PAGE 816

RECOVERED A 5/8" IRON ROD,
 "BESEDA" 10 FEET WEST OF
 CORNER.

N 88°15'03" W 506.96'



SCALE: 1" = 200'

LINE	BEARING	DISTANCE
L1	N 07°19'22" E	305.93'
L2	S 01°00'18" W	109.43'
L3	S 88°48'13" E	50.27'

LEGEND:

- FOUND MONUMENT AS NOTED ON FACE OF THE PLAT
- CALCULATED, NOT FOUND OR SET
- () DISTANCE OF RECORD
- AFN AUDITOR'S FILE NUMBER

Exhibit B

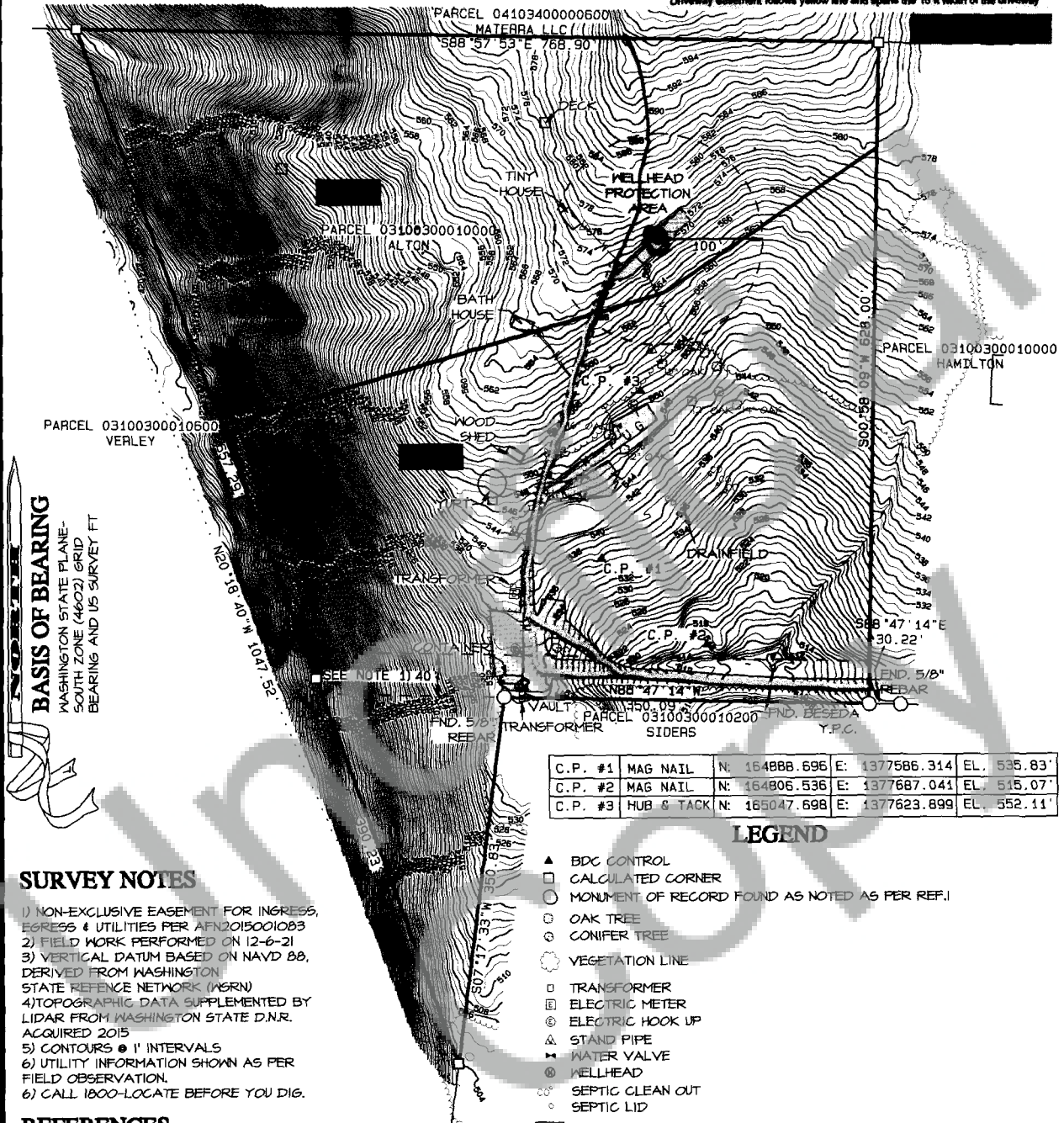
Exhibit B

EXISTING CONDITIONS SURVEY

PARCEL #03100300010000 IN GOV'T LOT 4, SECTION 2 AND IN THE
N1/2 OF THE NE1/4, SECTION 3, TOWNSHIP 3N, RANGE 10E, W.M.
SKAMANIA COUNTY, WASHINGTON

well easement in red circle at center of wellhead protection area

Driveway easement follows yellow line and spans the 15 ft width of the driveway



BASIS OF BEARING
WASHINGTON STATE PLANE-
SOUTH ZONE (4602) GRID
BEARING AND US SURVEY FT

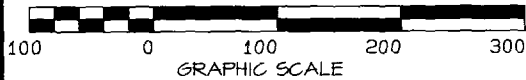
SURVEY NOTES

- 1) NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS & UTILITIES PER AFN2015001083
- 2) FIELD WORK PERFORMED ON 12-6-21
- 3) VERTICAL DATUM BASED ON NAVD 88, DERIVED FROM WASHINGTON STATE REFERENCE NETWORK (WSRN)
- 4) TOPOGRAPHIC DATA SUPPLEMENTED BY LIDAR FROM WASHINGTON STATE D.N.R. ACQUIRED 2015
- 5) CONTOURS @ 1' INTERVALS
- 6) UTILITY INFORMATION SHOWN AS PER FIELD OBSERVATION.
- 6) CALL 1800-LOCATE BEFORE YOU DIG.

REFERENCES

1. SURVEY FOR DES AND SHERYL VERLEY BY TENNESON ENGINEERING AFN2015001167

ORIGINAL SCALE 1"=100'



C.P. #1	MAG NAIL	N: 164888.696	E: 1377586.314	EL. 535.83'
C.P. #2	MAG NAIL	N: 164806.536	E: 1377687.041	EL. 515.07'
C.P. #3	HUB & TACK	N: 165047.698	E: 1377623.899	EL. 552.11'

LEGEND

- ▲ BDC CONTROL
- CALCULATED CORNER
- MONUMENT OF RECORD FOUND AS NOTED AS PER REF.1
- OAK TREE
- CONIFER TREE
- VEGETATION LINE
- TRANSFORMER
- ELECTRIC METER
- ⊙ ELECTRIC HOOK UP
- ▲ STAND PIPE
- ▲ WATER VALVE
- WELLHEAD
- SEPTIC CLEAN OUT
- SEPTIC LID
- GARDEN AREA
- DIRT ROAD
- GRAVEL ROAD
- - - EASEMENT LINE
- - - WATER LINE
- - - P U G - - - POWER UNDERGROUND

BELL DESIGN CO.
Civil Engineering & Land Surveys
belldesigncompany.com 509-449-3666

DATE	DESCRIPTION	BY
12/21	DRAFT	JSD
12/21	CHECKED	NRB

EXISTING CONDITION SURVEY
FOR SCOTT CUSHMAN
SKAMANIA COUNTY, WASHINGTON

SHEET: 1 OF 1
PROJECT: 21B014
DATE: Dec 2021

Bell Design Co. makes no warranty as to matters of unwritten title such as adverse possession, prescriptive rights, easements, estoppel, acquiescence, etc. or to environmental concerns such as hazardous waste, pollution, wet land delineation, riparian changes, flood zones, etc.

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