

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Chris Ford*

Nov 16 12 42 PM '94

P. Lawry
AUDITOR
GARY H. OLSON

EASEMENT FOR UTILITIES

121067

BOOK 147 PAGE 52

THIS AGREEMENT is entered into between John V. Gittins and Ruth L. Gittins, husband and wife, (herein "Grantors"), and Christopher L. Ford and Jeri Gay Ford, husband and wife, (herein "Grantees").

WHEREAS, Grantors are the owners of certain real property described as Lot 1, Gittins Short Plat, Short Plat No. 113261 recorded in Book 3, Page 208 of Plats, records of Skamania County, Washington (herein "Lot 1");

WHEREAS, Grantees are the owners of certain real property described as Lot 2, Gittins Short Plat, Short Plat No. 113261 recorded in Book 3, Page 208 of Plats, records of Skamania County, Washington (herein "Lot 2");

WHEREAS, Grantees desire to install certain utilities across Grantors' property; for the future development of Grantees' property;

WHEREAS, the parties desire to enter into this agreement to provide for an easement for said utilities and to provide for the future development of their respective parcels of real estate described above;

REAL ESTATE EXCISE TAX

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filmed ☐
Mailed ☐

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NOV 16 1994
PAID NA
in
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
By *JWF* Parcel # 3-8-20-3-1-100
11/16/94

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **EASEMENT.** Grantors hereby grant and convey to Grantees an easement for utilities, including electricity, water, sewer, telephone, cable, natural gas and such other utilities as Grantees may from time to time wish to install, on, over, under and across Lot 1, which easement is described as follows:

A strip of land, ten feet in width, commencing at a point on the east line of Lot 1 which is 439.5 feet northerly of the southeast corner of Lot 1, Gittins Short Plat, Short Plat No. 113261 recorded in Book 3, Page 208 of Plats, records of Skamania County, Washington, then southerly ten feet along the east line of Lot 1; said strip of land to then run in an east-west direction across said Lot 1 parallel to the south line thereof, and terminating on the west boundary of said Lot 1.

Said easement shall include the right of ingress and egress, to the extent necessary to install and maintain utilities, but not for general road purposes. Said easement shall be for installation and maintenance.

2. **USE OF EASEMENT AND UTILITIES.** The easement and the utilities installed thereon and therein shall be for the use of one single family residence and its appurtenant structures on Lot 1 and one single family residence and its appurtenant structures on Lot 2; PROVIDED, HOWEVER, that both parties hereto shall have the right

to subdivide their respective parcels and to provide utilities to and for the use of such parcels provided that such increase in use does not in any manner diminish the quality or quantity of service provided to the parcel or parcels owned by the other party. It is further provided that neither party shall take or allow any action to take place on their respective parcel which would reduce the minimum water pressure to the other parties' real estate below 30 psi at the service meter or property line.

3. **COSTS OF INSTALLATION AND MAINTENANCE.** Grantors have, at Grantors' sole cost and expense, installed certain utilities over the easterly 300' of the above-described easement. The extension of said utilities to serve Lot 2 shall be done at Grantees' sole cost and expense. Grantees and Grantors agree to share equally in the cost of installing a natural gas utility line across the entire length of such easement. The parties further agree that the owners of Lot 1 and the owners of Lot 2 will each pay one-half of the cost of any maintenance or repairs done on any utilities installed in the easement and for restoration of the easement after any work, regardless of the location in the easement where the maintenance work is done.

4. **INSTALLATION OF ADDITIONAL UTILITIES.** Either party and any owner of a parcel in a future subdivision or short plat of either Lot 1 or Lot 2, shall have the right, at their sole expense, to install additional utilities within the easement.

5. **TERM OF AGREEMENT.** The term of this agreement shall be perpetual and without limit and shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties, and shall constitute covenants running with each of the parcels and shall touch and concern such parcels and any future subdivision or short plat of those parcels. This agreement represents the entire understanding of the parties and shall continue as an encumbrance against their respective lands terminable only upon mutual written agreement.

6. **ATTORNEY FEES.** In the event of any action to enforce this agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

GRANTORS:


JOHN V. GITTINS


RUTH L. GITTINS

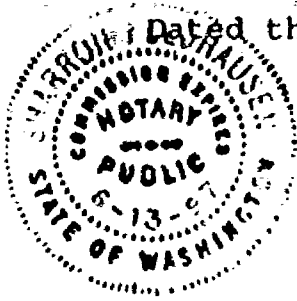
GRANTEES:


CHRISTOPHER L. FORD


JERI GAY FORD

STATE OF WASHINGTON)
) ss.
County of Skamania)

I CERTIFY that I know or have satisfactory evidence that JOHN V. GITTINS and RUTH L. GITTINS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



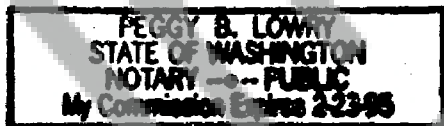
Dated this 14th day of November, 1994.

Sharron Feldhausen
Name SHARRON FELDHAUSEN
NOTARY PUBLIC in and for
the State of Washington
My commission expires: 6-3-97

STATE OF WASHINGTON)
) ss.
County of Skamania)

I CERTIFY that I know or have satisfactory evidence that CHRISTOPHER L. FORD and JERI GAY FORD are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 16th day of November, 1994.



Peggy B. Lowry
Name Peggy B. Lowry
NOTARY PUBLIC in and for
the State of Washington
My commission expires 2/23/95