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Page 1 of 8  
Date: 11/23/2004 03:57P  
Filed by: CITY OF STEVENSON  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$26.00

**Return Address:**

City of Stevenson  
PO Box 371  
Stevenson, WA 98648

**REAL ESTATE EXCISE TAX**

2 4457

NOV 23 2004

Please Print or Type Information.

Document Title(s) or transactions contained therein	
1. Easement Deed	PAID 45.90
2.	Cg deputy
3.	SKAMANIA COUNTY TREASURER
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. Van Pelt, Shawn	
2. Van Pelt, Tina	
3.	
4.	
[ ] Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. The City of Stevenson	
2.	
3.	
4.	
[ ] Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot Block, Plat or Section, Township, Range, Quarter/Quarter)	
A 15 foot wide perpetual nonexclusive waterline easement through and across Lot 7 of the Stevenson Park Addition to the Town of Stevenson	
[ x ] Complete Legal on page Exhibit A & B of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
[ ] Complete Legal on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
03 07 36 1 0 2300 00	
[ ] Property Tax Parcel ID is not yet assigned.	
[ ] Additional parcel #'s on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

After Recording Return to:  
Kenneth B. Woodrich  
Woodrich & Archer LLP  
PO Box 510  
Stevenson, WA 98648

### EASEMENT DEED

For and in consideration of good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor, Shawn Van Pelt and Tina Van Pelt, husband and wife ("GRANTOR"), conveys and warrants to The City of Stevenson, Washington, a Washington Municipal Corporation ("GRANTEE"), its successors and assigns, a perpetual nonexclusive easement fifteen (15) feet in width under, over, through and across the property described in Exhibit "A", attached hereto and by this reference incorporated herein, located approximately as indicated on Exhibit "B", attached hereto and by reference incorporated herein, for the location and maintenance of a city waterline, including any improvements or modifications thereof hereafter constructed;

#### SUBJECT TO THE FOLLOWING:

1. Right of Entry. Grantees shall have the right at all times to enter the premises described in Exhibit "A" hereto for the purpose of inspecting, maintaining, improving, repairing, constructing, reconstructing, locating and relocating the waterline.

2. Cost of Improvements. The cost of any inspection, maintenance, improvement, repair, construction, reconstruction, location of the waterline, improvements thereto or relocation

thereof shall be borne by Grantees. In the event of any of the above activities, Grantee agrees to restore and repair Grantor's property to the condition existing prior to any construction activities conducted by Grantee, except insofar as the activities are the result of Grantors' activities on the property

3. Indemnification. GRANTEE agrees to indemnify GRANTOR against any loss sustained by GRANTOR due to any failure of the waterline, or due to GRANTEE's work maintaining or replacing the line, provided the loss or damage is not the result of GRANTOR's failure to contact the GRANTEE to have the waterline identified before digging, grading or working below the surface within the easement, or to otherwise fail to comply with the Utilities Notification procedures required by law.

4. Release of Claims. The parties hereby release all claims now existing against the other relating to the waterline.

5. Notice. Any notice required of this agreement shall be deemed delivered if in writing and mailed by Certified Mail, return receipt requested, and by First Class Mail, with postage prepaid and deposited in a United States Mail box addressed as follows:

TO GRANTOR:

Shawn and Tina Van Pelt

PO Box 165

Carson, WA 98610

TO GRANTEE:

Mary Ann Duncan-Cole

PO Box 371/ 150 NW Loop Rd.

Stevenson, WA 98648

6. Attorney Fees. In the event of litigation concerning this agreement, the prevailing party shall be entitled to its attorney fees at trial and on appeal.

7. Binding Effect. This Agreement shall constitute a covenant running with the land and its terms shall bind and inure to all successors-in-interest to the parties hereto, including, without limitation, all heirs, beneficiaries and assigns.

8. Benefit. The easement granted by this deed is for the benefit of and appurtenant to the city rights of way or any portion of such parcels of property, in the County of Skamania, State of Washington.



Tina Van Pelt, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of September, 2004.



Notary Public in and for the  
State of Washington

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

On this day personally appeared before me David McKenzie, to me known to be the individual described in and who executed the within and foregoing instrument as Mayor of the CITY of Stevenson. A Washington municipal corporation, and acknowledged that he signed the same as free and voluntary act and deed of the CITY of Stevenson, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21<sup>st</sup> day of ~~August~~  
September, 2004.



Cale J. Covert  
Notary Public in and for the  
State of Washington

EXHIBIT A

Grantors, Shawn and Tina Van Pelt, are owners of the following described real estate situated in the County of Skamania, State of Washington:

Lot 7 of the Stevenson Park Addition to the Town of Stevenson, according to the recorded Plat thereof, recorded in Book "A" of Plats, Page 38, in the County of Skamania, State of Washington.

Except the East 2 acres as described by instrument recorded in Book 32, Page 251.

Together with an easement along the Southerly 20 feet of the East 2 acres as disclosed by instrument recorded in Book 32, Page 603.

"This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey."

Tax Parcel 03-07-36-1-0-2300-00  
Residential address 92 Gale Street

EASE  
16-4-04  
CPL



