

Doc # 2007164742
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Date: 01/23/2007 09:05A
Filed by: PACIFIC LIFESTYLE HOMES
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$35.00

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

R. Darrin Class
In House Counsel
Pacific Lifestyle Homes
11815 NE 99th St, Suite 1200
Vancouver WA 98682

Document Title(s): EASEMENT AGREEMENT
Grantor(s): Efraimson, Daniel & Chantel
Grantee(s): Stevens, Jim & Susan
Legal description: Lot 2 of the Shelly Moore Short Plat; and Lot 4 of the Shelly Moore Short Plat
Assessor's Property Tax
Parcel/Account #: 1050400080700; and 1050400080900
Other Reference Nos: N/A
J.M.
1/23/06

REAL ESTATE EXCISE TAX

N/A

JAN 23 2007

PAID

N/A

EASEMENT AGREEMENT

Audrey M. Smith
SKAMANIA COUNTY TREASURER

RECITALS

WHEREAS, Jim and Susan Stevens are owners of the following parcel of real property situated in Skamania County, Washington:

Abbreviated Legal of Lot 4 of the Shelly Moore Short Plat, Assessor's Number of 1050400080900, and a street address of 442 White Dog Rd (herein "Lot 4").

WHEREAS, Daniel & Chantel Efraimson are owners of the following parcel of real property situated in Skamania County, Washington:

Abbreviated Legal of Lot 2 of the Shelly Moore Short Plat, Tax Assessor's Number of 1050400080700, and a Street Address of 451 White Dog Rd (herein "Lot 2"); and

WHEREAS, Grantor has agreed to grant a utility easement across Lot 4, in favor of Lot 2, for the purpose of running and maintaining utility lines across Lot 4 to Lot 2.

WHEREAS, a trench has been dug over the course of the easement provided herein, a conduit installed for the purpose of running the telephone line, and the trench has been backfilled.

WHEREAS, Grantor on behalf of themselves, successors and assigns desires to create an easement across Lot 4 for the benefit of Lot 2.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are expressly incorporated into the premises, and the receipt of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties' covenant, agree, and declare as follows:

1. Utility Easement. Grantor grants and conveys to Grantee an easement for the purpose of running utilities across Lot 4 to Lot 2. The easement granted in this paragraph is ten (10') feet in width and runs the length of the eastern boundary of Lot 4. Said easement shall extend on, over, across and underneath said strip of land to Grantee's Lot line.
2. Run With the Land. This Easement shall both benefit Lot 2 and burden Lot 4 and shall run with the land and shall be binding upon Lot 4 and its owner and their successors and assigns, heirs and all other persons claiming under and through them, and shall be a part of all transfers and conveyances of Lot 4 as if set forth in full in such transfers and conveyances, and shall inure to the benefit of and run with the land of Lot 2 and the owners, their successors and assigns, heirs and all other persons claiming under and through them, and shall be a part of all transfers and conveyances of each lot of Lot 2 as if set forth in full in such transfers and conveyances.
3. Arbitration. Any dispute arising from the terms and conditions of this Agreement or the performance of this Agreement shall be resolved by binding arbitration according to the terms of Chapter 7.04A RCW or any amendments thereto or recodification thereof. The parties to the arbitrable dispute shall equally share in the costs of arbitration.
4. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations or agreements except as are herein set forth or as otherwise memorialized in writing.
5. Venue and Applicable Law. This Agreement shall be interpreted according to the laws of the State of Washington. The exclusive venue for any arbitration herein or litigation shall be Skamania County, Washington.

6. Severability. Should any provision or provisions in this Agreement be construed to be invalid or unenforceable, the remaining provisions shall, in any event, be construed to be given full force and effect.

GRANTEE:

Susan E. Stevens
James B. Stevens
Date: 1/15/07

GRANTOR:

Daniel E. Stevens
Cheryl E. Stevens
Date: 1/18/07

STATE OF WASHINGTON)

ss:

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Susan Stevens are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15th day of January, 2007.



[Signature]
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 10/15/07

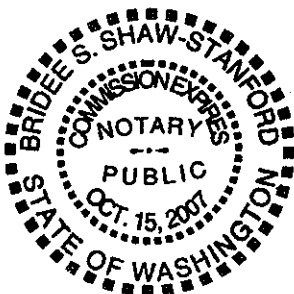
STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that James Stevens are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15th day of January, 2006.



[Signature]
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 10/15/07

STATE OF WASHINGTON)

SS:

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Danice Ellison are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18 day of January, 2008



Norene C. Kuhn
NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: June 15, 2008

STATE OF WASHINGTON)

SS:

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Chantel E. Fringsen are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18 day of January, 2008



Norene C. Kuhn
NOTARY PUBLIC FOR WASHINGTON

My Commission Expires: June 15, 2008