

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

R. Darrin Class  
In House Counsel  
Garrette Custom Homes  
11815 NE 99<sup>th</sup> St, Suite 1200  
Vancouver WA 98682

Document Title(s):	CORRECTED EASEMENT AGREEMENT
Grantor(s):	Stevens, Jim & Susan
Grantee(s):	Davies, David & Cynthia
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:	2007164742

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**CORRECTED EASEMENT AGREEMENT**

**RECITALS**

WHEREAS, Jim and Susan Stevens (herein collectively "Grantors") 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, David and Cynthia Davies (herein collectively "Grantees") 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.

WHEREAS, an Easement Agreement was previously recorded on January 23, 2007, as Document Number 2007164742, between Jim and Susan Stevens and the Davies' predecessors in interest, Daniel and Chantel Efraimson. Said Easement Agreement mistakenly referred to the Stevens as the Grantees and the Efraimsons as the Grantors.

WHEREAS, the Easement Agreement previously recorded on January 23, 2007, as Document Number 2007164742, is replaced by this Corrected Easement Agreement.

### 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.

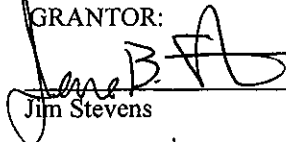
GRANTEE:

  
David Davies

Date:

10/2/07

GRANTOR:

  
Jim Stevens

Date:

9/1/07

Cynthia Davies  
Cynthia Davies

Susan E. Stevens  
Susan Stevens

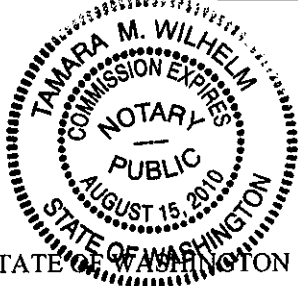
Date: 10.2.07

Date: September 1, 2007

STATE OF WASHINGTON )  
 )  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that **David Davies** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it be his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2 day of October, 2007.



STATE OF WASHINGTON )  
 )  
County of Clark )

Tamara M. Wilhelm  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: Aug 15 2010

I certify that I know or have satisfactory evidence that **Cynthia Davies** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it be her free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2 day of October, 2007.



Tamara M. Wilhelm  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: Aug 15 2010

STATE OF WASHINGTON )  
COUNTY OF Skamania ) SS:  
CLARK )

I certify that I know or have satisfactory evidence that **Jim Stevens** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it be his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 1st day of September, 2007.

STATE OF WASHINGTON  
NOTARY —•— PUBLIC  
My Commission Expires April 28, 2008

Jeri L Connolly  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: April 28, 2008

STATE OF WASHINGTON )  
County of Skamania ) SS:  
CLARK )

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

DATED this 1st day of September, 2007.

STATE OF WASHINGTON  
NOTARY —•— PUBLIC  
My Commission Expires April 28, 2008

Jeri L Connolly  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: April 28, 2008