

Skamania County, WA

Total: \$107.50

EASE

Pgs=5

Request of: COLUMBIA GORGE TITLE

2020-000577

03/09/2020 12:44 PM



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WHEN RECORDED RETURN TO:

Steve and Joann Waters

32 Raven Drive

Stevenson WA 98648

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

N/A

MAR - 9 2020

DOCUMENT TITLE: Declaration of Easement

PAID N/A
[Signature]
SKAMANIA COUNTY TREASURER

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: n/a

GRANTORS: WATERS, JON STEPHEN and JOANN JEAN, husband and wife

GRANTEES: WATERS, JON STEPHEN and JOANN JEAN, husband and wife

ABBREVIATED LEGAL DESCRIPTION: Lot 2, of Short Plat #7, book 3, page 199; Lot 1, Home Valley Short Plat #6, book 3, page 85

Skamania County Assessor

TAX PARCEL NUMBERS: 03083522040000; 03083522050000

Date 3-9-20 Parcel# 03083522040000
03083522050000

[Signature]

AFTER RECORDING MAIL TO:

Name: Steve and Joann Waters

Address 32 Raven Drive

City, State, Zip Stevenson WA 98648

Filed for Record at Request of:

DECLARATION OF EASEMENT

THE DECLARANTS, JON STEPHEN WATERS and JOANN JEAN WATERS, husband and wife, fee owners of the improved properties described below, do hereby declare, grant and convey, to themselves, their heirs, successors and assigns forever, a non-exclusive easement for access to, over, across and within the described Servient Parcel and the improvements now and hereafter located thereupon, in favor of Dominant Parcel for the purposes stated herein, said parcels situated in the County of Skamania, state of Washington.

DOMINANT PARCEL (32 Raven Drive, Stevenson WA):

Lot 2 of Short Plat #7, Book 3, page 199, records of Skamania County

Assessor's Parcel No. 03083522040000 *SM 3/9/20*

SERVIENT PARCEL (50341 SR 14, Stevenson WA):

Lot 1 of Home Valley Short Plat #6, Book 3, page 85, records of Skamania County,

Assessor's Parcel No. 03083522050000 *SM 3/9/20*

This Easement herein granted and reserved shall be appurtenant to the Dominant Parcel and binding upon said Servient Parcel, the Declarants (as owners of Servient Parcel) and upon the heirs, assigns, successors thereof.

WITNESSETH:

WHEREAS, Declarants are the present owners of the Dominant Parcel and the Servient Parcel, the existing buildings upon Dominant Parcel being served by a septic system located upon Servient Parcel, which is served by its own septic system; and

WHEREAS, Declarants are desirous of selling the Dominant Parcel and continue utilization of present septic system and its delivery components serving Dominant Parcel in order to avoid unnecessary costs which would otherwise be involved in replacing said system prior to necessity therefore; and

WHEREAS, Declarants desire to subject their above described Parcels to the covenants, restrictions, easements, charges and requirements hereinafter set forth:

NOW, THEREFORE, the Declarants agree and declare that their above described Parcels are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and requirements set forth in this Declaration.

1. Declaration of existing septic system and components. It is hereby declared that Dominant Parcel is served by a good, usable and adequate septic system located upon Servient Parcel via conduit from Dominant Parcel.

2. Damage, maintenance, repair and replacement.

2.1 Declarants, or their successors as then present owner(s) of Dominant Parcel, at the expense of said owner(s) shall, in a workmanlike fashion, repair, maintain, replace, empty and otherwise care for said septic system as has been Declarants' practice heretofore, but in no event less than shall be required of then applicable governmental laws, regulations, orders or permits.

2.2 If such expenditure is caused by the intentional or negligent act of an owner or occupier of Servient Parcel, then, in such event, the owner of such Servient Parcel shall bear the entire cost of repair, replacement or reconstruction.

2.3 Declarants, or their successors as owners of Servient Parcel shall not build, place nor permit improvements nor structures upon the septic system nor shall said owners impede reasonably required maintenance, access, repair or replacement thereof by or on behalf of then owners of Dominant Parcel, nor its removal as contemplated hereinbelow.

2.4 This Easement shall expire the earlier of January 31, 2030, or cessation of ordinary use thereof by then owners of Dominant Parcel (or their tenants, invitees, guests or assigns), or by order of Skamania County authorities for its abandonment, replacement or condemnation, or by installation of a replacement septic system or public sewer serving Dominant Parcel.

2.5 When Declarants, or their successors-in-interest as owners of Dominant Parcel, are required by the terms hereof to cease utilizing said septic system upon Servient Parcel, owners of Dominant Parcel shall, within thirty (30) days following any event triggering need for cessation, remove all tanks, pipes, lines, conduit and other implements used in conjunction with said septic system, all in a workmanlike fashion and at sole cost and expense of then owners of Dominant Parcel, at the sole cost and expense of said Dominant Parcel owners. The ground above said removed system shall be restored, as closely as reasonably achievable, to its state enjoyed immediately prior to said removal, at expense of owners of Dominant Parcel.

2.6 Declarants, or their successors as owners of Dominant Parcel, shall exercise due diligence in determining whether and when the septic tank and remainder of the septic system need emptying, cleaning, maintenance or other attention such that its existence on Servient Parcel will not unduly hinder use of Servient Parcel by owners and/or tenants thereof.

3. Easements.

3.1 The Declarants, as owners of Dominant Parcel, and their respective successors, heirs or assigns shall have non-exclusive easement in, over and across that part of the land or improvements of Servient Parcel as may be reasonably necessary or desirable to carry out the terms of this Declaration and grant of easement.

3.2 The Declarants, as owners of Servient Parcel, and their respective successors, heirs and assigns shall permit the owner of Dominant Parcel and said owner's tenants, contractors, licensees, agents or employees to enter Servient Parcel for the purpose of repairing, restoring, replacing, inspecting or maintaining the components or systems herein described and shall secure the permission of the tenants, if any, occupying the Parcel for such entrance.

4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by a party owning any interest in either Parcel and subject to this Declaration, their respective heirs, successors and assigns unless an instrument agreeing to change said matters in whole or in part is signed by all of the then owners of each Parcel and recorded with the Skamania County Auditor, or until termination as provided for hereinabove.

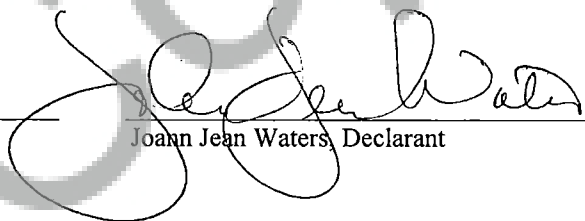
5. Notices. Any notice or report required under this Declaration shall be sent to the parties at the addresses respectively listed above, unless the mailing address of an owner is changed by written notice to the owner of the other Parcel, in which event the new address given shall be used for the sending of the notice or report. In addition, any notice or report shall also be sent to the parties or the parties' tenants at their respective Parcels and all notices hereunder shall be sent by certified mail and regular mail, properly addressed and postage paid.

6. Disputes. In the event of any claims or disputes between owners of the Parcels relative to the content hereof, the matter will be first subject to binding arbitration in Stevenson, Washington. A single arbitrator shall be selected by agreement of the owners, in the alternate by the then Presiding Judge of Skamania County Superior Court. Each party shall be responsible for one-half of the fees and expenses of the arbitrator. The mandatory arbitration rules, as implemented locally, of Skamania County Superior Court shall be binding upon the parties. Within ten (10) days of notice of arbitration by an owner, an arbitrator shall be designated and the hearing held within thirty (30) days thereof, and a decision made within ten (10) days of such hearing.

7. Attorney fees. If suit, arbitration or action (such as to enforce reimbursement of expenses paid by one owner for which the other owner is responsible), the prevailing party shall be entitled to recover, in addition to costs, such sum as the court or arbitrator may adjudge reasonable as attorney fees at trial, hearing, on petition for review, and on appeal.

Dated: January 16, 2020


Jon Stephen Waters, Declarant


Joann Jean Waters, Declarant

[Notarial Acknowledgement on Following Page]

STATE OF WASHINGTON _____)
)-ss
COUNTY OF SKAMANIA _____)

I certify that I know or have satisfactory evidence that JON STEPHEN WATERS and JOANN JEAN WATERS 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 this instrument.

Dated: January 16, 2020

Betty Whitney
Notary Public in and for the state of Washington, residing at Stevenson
My appointment expires: 10-29-20



Unofficial Copy