

Skamania County, WA
Total:\$106.50
EASE
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2021-001568

05/05/2021 11:41 AM

Request of: NYLUND INC.

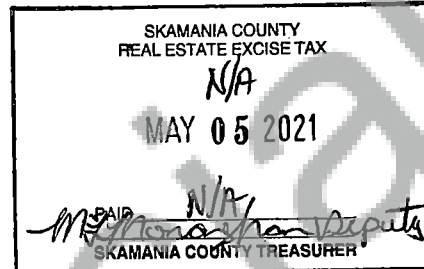


Return Address:

Nylund Inc.
PO Box 230
Brush Prairie, WA 98606

Document Title(s)

Dispersal Area Easement Agreement



Grantor(s):

Nylund, Inc.

WFG National Title submits this document for recordation as a courtesy, for physical convenience only WFG National Title has not examined this document for its validity, sufficiency or effect, if any, upon title to the real property herein described.

Grantee(s):

Nylund, Inc.

Legal Description:

LOTS 4 AND 5 OF CHESTER R. NELSON SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "A" OF PLATS, PAGE 111, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

Tax Identification Number:

03082120160100 & 03082120160000 *Jim 5/5/21*

The Auditor / Recorded will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provide herein.

Please return to:

NYLUND INC.
PO Box 230
BRUNIA PRAIRIE, WA 98606

DISPERSAL AREA EASEMENT AGREEMENT

This agreement is made this 3rd day of MAY 2021,
between NYLUND INC, herein referred to as a GRANTOR and
NYLUND INC, herein referred to as a GRANTEE.

The easement described herein is for the sole use of the GRANTEE, its heirs and assigns, for the residence now or here after located upon the following described real estate situated in Skamania County, State of Washington, to wit:

Property Address: 141 BARNES RD CARSON WA 98610

Legal Description Lot 4 of Chester R Nelson Subdivision in Section 21, township 3N,
Range 8E

The GRANTOR defines, declares, and dedicates, a non-exclusive perpetual easement across, along, in, upon, and under GRANTOR real estate situated in Klickitat County, State of Washington, to wit;

Property Address: 121 Barnes Rd Carson, Wa 98610

Legal Description Lot 5 of Chester R Nelson Subdivision in Section 21,
Township 3N, Range 8E

And by reference made apart hereof for the purpose of installing, constructing, operating, maintaining, inspection, removing, repairing, replacing, and using a residential septic tank and soil absorption system; TOGETHER WITH the non-exclusive right of ingress to and egress from said property for the foregoing purpose.

COSTS AND EXPENSES

GRANTEE shall bear and promptly pay all costs and expenses of maintenance and construction of the residential septic system.

CONSTRUCTION AND MAINTENANCE

GRANTEE shall construct and maintain the residential septic system in accordance with all laws, regulations; and Skamania County Public Health rules and regulations, conditions; or specifications as directed by the Skamania County Environmental Health division.

PRIOR APPROVAL OF PLANS

Prior to installation and/or alteration, repair, replacement, expansion, of any residential septic system by the GRANTEE, plans for said construction shall be submitted to and approved by the Skamania County Health Department.

WORK STANDARDS

All work to be performed by GRANTEE shall be in accordance with plans approved by the Skamania County Health Department and shall be completed in a manner free of claims or liens. Upon completing construction or maintenance of the residential septic system, GRANTEE shall remove all debris and restore the surface of the property.

PROTECTION OF RESIDENTIAL SEPTIC SYSTEM

GRANTOR shall insure that no encroachments shall be made on the easement area, including but not limiting to the following; placement of water, power, or utility lines; driving, parking, or paving over the easement area; or using the drainfield area in any fashion which hinders, disrupts or interferes with the use or proper function of the residential septic system.

ACCESS BY GRANTEE

GRANTEE shall have right of ingress and egress as needed to insure the proper functioning of the residential septic system. Ingress into the easement area by the GRANTEE for any purpose herein shall be provided. GRANTEE shall minimize interference with GRANTORS use of the property.

NOTICES

The GRANTEE shall give the GRANTOR written notification of the original construction of the residential septic system at least 15 days prior to the commencement of construction. Notice for any inspection, repair, or replacement shall be reasonable under the circumstances.

SUCCESSOR INTERESTS

This easement and the rights and obligations herein shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors, and assigns.

[Signature] 5/3/21
GRANTOR DATE

[Signature] 5/3/21
GRANTEE DATE

GRANTOR DATE

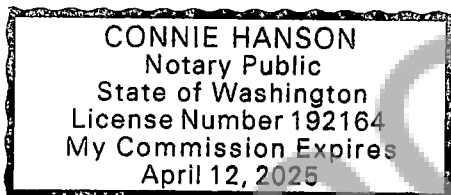
GRANTEE DATE

State of Washington }

County of Clark }

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this day of May 3, 2021, personally appeared before me Rodney Nylund to me known to be the individual owner described in and who executed the foregoing instrument, and acknowledge that he/she/they signed and sealed the same as free and voluntary act and deed, for the use and purposes herein mentioned.

GIVEN under my hand and official seal of the day and year last above written.



Connie Hanson

Notary Public for the State of Washington

Residing at: 15504 NE 119th St. Brush Prairie, WA

Commission Expires: 04/12/2025