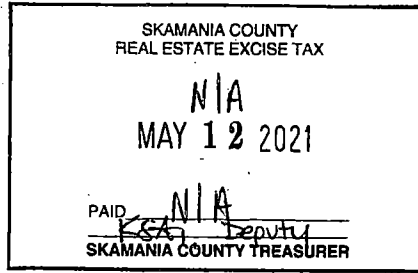




Filed for Record at the request of:

John W. Newman Jr.  
And Patricia J. Newman  
12 Crestview Ln.  
Underwood, WA 98651



### DECLARATION OF VIEW EASEMENTS

Document Title: Declaration of View Easements  
Grantor: Robert Carlile and Peggy Carlile, Husband and wife  
Grantee: John W. Newman Jr. And Patricia J. Newman Husband and wife  
Tax Parcel: 03102014010300 and 03102014011700

G.S. 5/12/21

This DECLARATION OF VIEW EASEMENTS (the "Declaration") is made by and among the following parties (collectively, the "Owners," and each separately an "Owner"):

Parcel "A" Grantee John W. Newman Jr. And Patricia J. Newman, Husband and wife, and their successors, assigns and heirs with respect to the ownership of Parcel "A", as described below (collectively, the "Parcel "A" Owner"); and

Parcel "B" Grantor Robert Carlile and Peggy Carlile, Husband and wife, and their successors, assigns and heirs with respect to the ownership of Parcel "A", as described below (collectively, the "Parcel "A" Owner"); and NOW, THEREFORE, for good and valuable consideration, and receipt of which is hereby acknowledge, the Owners agree as follows:

1. Effective Parcels and Parties.

1.1 Parcel "A" The Parcel "A" Owner is the fee owner of certain real property legally described on Exhibit "A" (collectively, "Parcel A").

1.2 Parcel "B" The Parcel "B" Owner is the fee owner of certain real property legally described on Exhibit B (collectively, "Parcel B").

2. Declaration of View Protection Easement. For purposes of this Declaration, the "View Corridor" means that certain portion of Parcel "B" legally described on Exhibit "C" and shown on Exhibit "D", attached hereto. For no monetary cost, and other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the Parcel "B" Owner hereby grants and declares a view easement in the air space above that portion of Parcel "B" designated herein as the View Corridor, for the benefit of Parcel "A", with the following terms and conditions. The Parcel "A" Owners' rights under the foregoing view easement shall be limited to:

(i) The cutting, felling, topping, limbing and/or trimming (collectively, the "Pruning") of all trees and bushes located within the view corridor, but only if, and to the minimum extent, necessary to preserve any and all views from Parcel "A" of any and all portion of (A) Mount Hood, (B) the Columbia River Gorge and (C) Columbia River: and

(ii) the prohibition of the construction or placement of any building or structures within View Corridor.

3. Pruning.

3.1 Pruning. All Pruning (i) shall be performed at no cost or expense to the Parcel B Owner, (ii) shall be performed in a professional, competent and workmanlike manner, without damage or injury to any person or property, (iii) shall include removal of all slash and debris created by such activities, (iv) shall include repair of any property (including irrigation systems) damaged during the course of the Pruning, and (v) shall include compliance with the restoration requirements set forth below.

3.2 Compliance with Laws. Parcel "A" Owner may choose to plant or replant trees or shrubs where entirely removed or significantly cleared at ground level through pruning, the planting of new grass, ground cover, shrubs and/or trees. All elements of the Pruning shall, at all times, be in full compliance with all state, county and municipal laws, ordinances, regulations and orders applicable to such activities, at no cost to the Parcel "B" Owners.

3.3 Indemnification. The Parcel "A" Owners, agrees to indemnify, protect, defend and hold harmless the Parcel "B" Owner (and its agents, employees and contractors) from and against any and all claims, demands, liabilities and obligations, of any nature whatsoever, including, without limitation, actual attorneys' fees, arising from or related to any breach by the Parcel "A" Owners.

4. General Terms. All covenants, condition, restrictions and agreements in this Declaration shall operate as covenants running with the land, and shall apply to, be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. This Declaration may not be modified or amended except by a written agreement, executed and acknowledged by Parcel "A" Owner, and the then-current Parcel B Owner, and recorded in Skamania County, Washington. This Declaration contains the entire agreement between the parties relative to the subject matter hereof. Except as expressly provided herein to the contrary, in the event of any dispute hereunder, including any arbitration, litigation or other proceedings, the arbitrator or court must designate one party as the substantially prevailing party, and such prevailing party shall be reimbursed by the non-prevailing party for all costs and expenses, including without limitation actual attorneys' fees and all charges for the arbitrator. Subject to the terms and limitation set forth in this Declaration, each Owner shall have the right to enforce, by proceeding at law or in equity, all terms, conditions, restrictions and covenants

imposed by this Declaration, at any time, including actions for damages and/or injunctive relief. Any failure to enforce any requirement, restriction or standard in this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter or in any other circumstances, nor of the right to enforce any other restriction in this Declaration.

DATED AS OF this 11<sup>th</sup> day of May, 2021.

PARCEL "A" Grantee  
John W. Newman Jr.

By: \_\_\_\_\_

PARCEL "A" Grantee  
Patricia J. Newman

By: Patricia J. Newman

STATE OF WASHINGTON )

ss)

COUNTY OF ~~SKAMANIA~~ Klickitat

NOTARY PUBLIC  
STATE OF WASHINGTON  
CINDY JEWELL  
MY COMMISSION EXPIRES  
JULY 15, 2024  
COMMISSION # 92842

I certify that I know or have satisfactory evidence that John W. Newman Jr. And Patricia J. Newman are the person(s) who appeared before me, and said person acknowledged that they signed this instrument and acknowledge it, as the free and voluntary act, for the uses and purposes mentioned in the instrument.

DATED: 05/11/2021

Cindy Jewell  
Name: Cindy Jewell  
NOTARY PUBLIC for the State of Washington  
Residing at Klickitat County  
My appointment expires: July 15, 2024

DATED AS OF this 11 day of May, 2021.

PARCEL "B" Grantor

Robert Carlile

By: Robert Carlile

PARCEL "B" Grantor

Peggy Carlile

By: Peggy Carlile

STATE OF WASHINGTON )

ss)

COUNTY OF ~~SKAMANIA~~ Klickitat

NOTARY PUBLIC  
STATE OF WASHINGTON  
CINDY JEWELL  
MY COMMISSION EXPIRES  
JULY 15, 2024  
COMMISSION # 92842

I certify that I know or have satisfactory evidence that Robert Carlile and Peggy Carlile are the person(s) who appeared before me, and said person acknowledged that they signed this instrument and acknowledge it, as the free and voluntary act, for the uses and purposes mentioned in the instrument.

DATED: 05/11/2021

Cindy Jewell  
Name: Cindy Jewell  
NOTARY PUBLIC for the State of Washington  
Residing at Klickitat County  
My appointment expires: July 15, 2024

EXHIBIT "A"

Legal Description of Parcel A

LOT 9, Block 1, Plat of UNDERWOOD CREST ADDITION, according to the official plat thereof on file and recorded in Book A of Plats, Page 154, records of Skamania County, located in Section 20, Township 3 North, Range 10 East of the Willamette Meridian, County of Skamania, State of Washington.

G.S.

Unofficial  
Copy

**EXHIBIT B**  
**Legal Description of Parcel B"**

Lot 1, Block 2, Plat of UNDERWOOD CREST ADDITION, according to the official plat thereof on file and recorded in Book A of Plats, Page 154, records of Skamania County, located in Section 20, Township 3 North, Range 10 East of the Willamette Meridian, County of Skamania, State of Washington.

EXCEPT that portion thereof described as follows:

Beginning at the Southwest corner of said Lot 1; thence North  $00^{\circ}10'16''$  East along the Westerly line of said Lot 189.49 feet; thence North  $80^{\circ}30'$  East 220.84 feet to a point on the Easterly line of said Lot 1; thence following the Easterly line of said Lot 1 Southwesterly to the Southeast corner of said Lot; thence South  $82^{\circ}43'12''$  West 67.9 feet to the Point of Beginning

Unofficial Copy

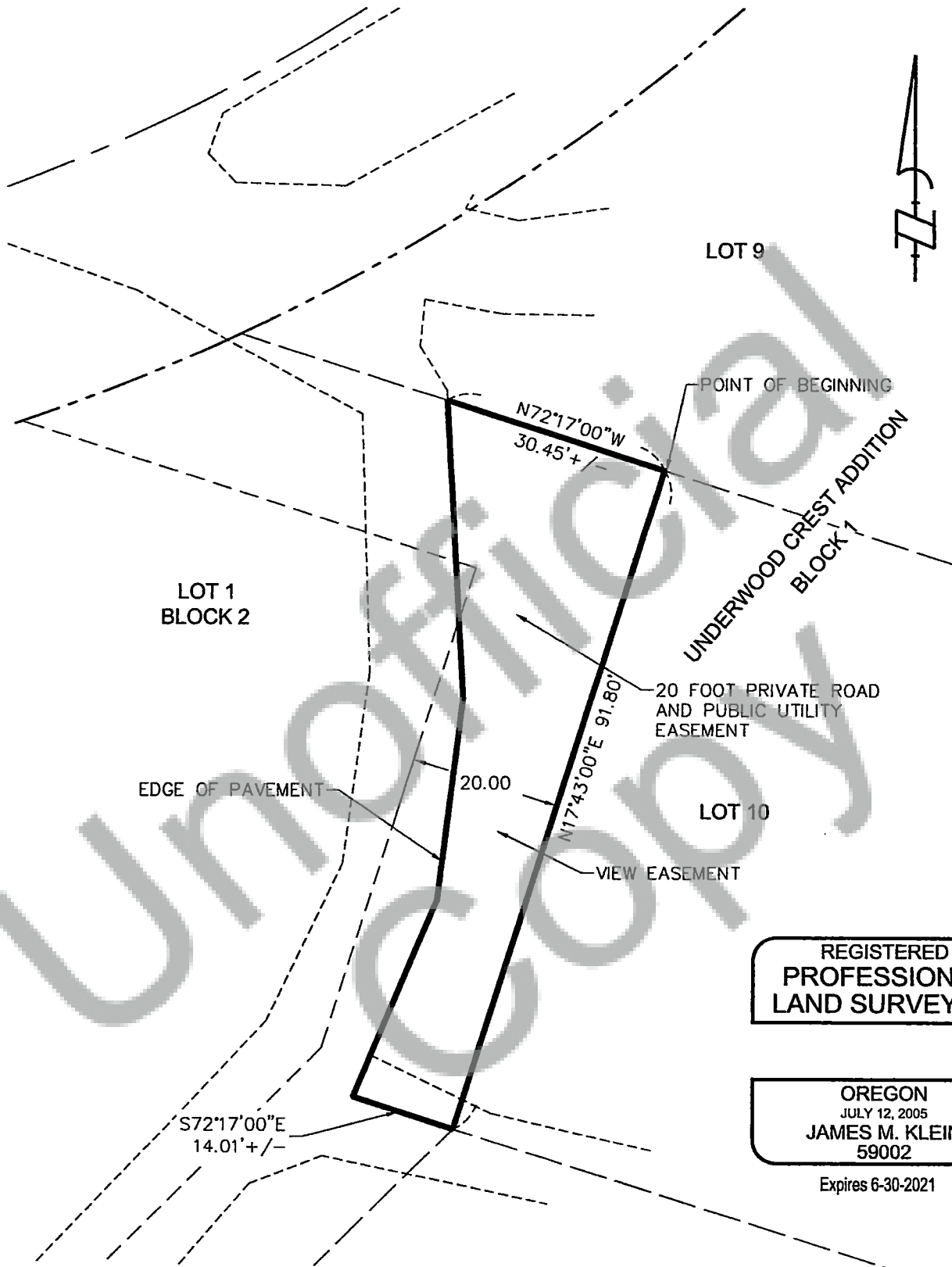
EXHIBIT C

Legal Description of the View Corridor

A portion of Lot 1, Block 2, Plat of UNDERWOOD CREST ADDITION, as recorded in Book A of Plats, Page 154, records of Skamania County, located in Section 20, Township 3 North, Range 10 East of the Willamette Meridian, County of Skamania, State of Washington, more particularly described as follows:

Beginning at the most Easterly Northeast corner of Lot 1 Block 2, Plat of UNDERWOOD CREST ADDITION; thence North  $72^{\circ}17'$  West, along the North line of said Lot 1, a distance of 34 feet, more or less, to the intersection with the North line of said Lot 1, and the East edge of an existing asphalt driveway; thence Southeasterly and Southerly along the Easterly edge of said existing asphalt driveway to a point West of and at right angles to the West line of Lot 10, Block 1, Plat of UNDERWOOD CREST ADDITION; thence Easterly to the Southwest corner of said Lot 10; thence North  $14^{\circ}43'$  East, 91.80 feet, along the West line of said Lot 10, back to the Point of Beginning.

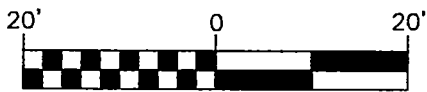
# EXHIBIT "D"



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 12, 2005  
JAMES M. KLEIN  
59002

Expires 6-30-2021



SCALE - FEET

**BASIS OF BEARINGS**

PLAT OF UNDERWOOD CREST ADDITION

**A PORTION OF LOT 1, BLOCK 2,  
UNDERWOOD CREST ADDITION,  
SECTION 20, T.3N., R.10E., W.M.  
SKAMANIA COUNTY, WASHINGTON**



**Klein & Associates, Inc.**  
ENGINEERING • SURVEYING • PLANNING  
1411 13th Street • Hood River, OR 97031  
TEL: 541-386-3322 • FAX: 541-386-2515

PROJECT:	21-04-32
FILE No:	210432
FILE PATH	
REPAIR	
LAYOUT:	EXHIBIT
SURVEYED:	N/A
DESIGN:	JK
DRAFT:	JK
APPROVE:	LS
DATE:	04/28/2021
SHEET	1 OF 1 SHEETS