

Skamania County, WA  
Total: \$105.50  
AGLS  
Pgs=3

2021-001734

05/17/2021 03:14 PM

Request of: CORA ZETTLER



After recording return to:

City of Stevenson  
7121 East Loop Road  
PO Box 371  
Stevenson, WA 98648

Skamania County  
Real Estate Excise Tax  
N/A  
MAY 17 2021

PAID

N/A  
Skamania County Treasurer

### COVENANT

**A COVENANT** to the City of Stevenson from AUGUSTE F. ZETTLER and CORA E. ZETTLER, husband and wife agreeing that certain land which he/she/they own and which is hereinafter described shall be subject to the conditions herein set forth.

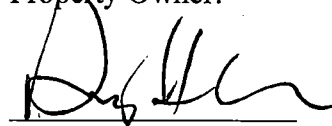
That AUGUSTE F. ZETTLER and CORA E. ZETTLER, husband and wife, property owner, hereby covenants to the City of Stevenson as follows, on behalf of himself/herself/themselves and all of his/her/their heirs and assigns unto whose ownership any such land might pass, it being specifically covenanted that this is a perpetual covenant running with the land herein described:

1. That AUGUSTE F. ZETTLER and CORA E. ZETTLER, husband and wife is the owner of the following described real property in the City of Stevenson, -- Skamania County, Washington, to-wit:  
**Full Legal Description:** Lot 18 and Lot 19 of MEAGHERS ADDITION TO STEVENSON, according to the replat thereof on file and of record at page 120 of Book A of Plats, Records of Skamania County, Washington  
**Tax Parcel #:** 03-07-36-4-3-0500-00  
**Address:** 185 Impala Drive
2. The City Council, in consideration of the Ordinance 2021-XXXX, vacating an unnamed, undeveloped public access within the Meaghers Addition to the Stevenson, seeks to retain Lot 19's ability to access a public street.
3. In accordance with the City of Stevenson's request, the property owner herein agrees that:
  - a. Said Lots 18 and 19 shall not be sold, transferred, or otherwise conveyed, as separate lots until Lot 19 becomes the beneficiary of an access and utility easement connecting Lot 19 to a public street. The easement shall be permanent and inseparable from the lot served.

4. This covenant shall be filed and recorded with the Skamania County Auditor so that it will appear as a covenant within the chain of title for the real property described herein.
5. This Covenant may be enforced by the City in all or any of the following ways, at its option:
  - a. By denying permit requests for construction, development, or use of said Lots 18 and 19.
  - b. By bringing charges in Skamania County District Court for failure to observe the terms of this Covenant, filing such charges as a public nuisance. Penalties to include, but not limited to, a cumulative penalty per violation per day, plus any court and attorney fees and disbursements associated with collection, at trial and on appeal.
  - c. By bringing a civil suit in Skamania County Superior Court for damages or for an injunction or other appropriate relief to enforce the terms of this covenant. In that event, the City shall be entitled to its attorney fees and disbursements at trial and on appeal.
6. This covenant shall be perpetual for as long as said Lots 18 and 19 remain in common ownership and Lot 19 does not benefit from the easement described in Section 3. In the event such an easement is granted and Lot 18 and Lot 19 are held under separate ownership, this covenant shall be null and void. A merger of Lots 18 and 19 into a single lot will also void this covenant.

Approved as to form: Ken Woodrich, City Attorney

Notarized Signature of  
Property Owner:

  
Auguste Zettler

4/20/21  
Date

  
Cora Zettler

4/28/21  
Date

STATE OF WASHINGTON )  
COUNTY OF Clark ) ss:

I hereby certify that I know or have satisfactory evidence that Auguste Zettler signed this instrument and acknowledged that he/she/they is/are authorized to execute such, and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 26<sup>th</sup> day of April, 2021.

  
Notary's Signature

My appointment expires: 11-1-23

STATE OF WASHINGTON )  
COUNTY OF Clark ) ss:

I hereby certify that I know or have satisfactory evidence that Cora Zettler signed this instrument and acknowledged that he/she/they is/are authorized to execute such, and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 28<sup>th</sup> day of April, 2021.

  
Notary's Signature

My appointment expires: 11-1-23