

WHEN RECORDED RETURN TO:

Robert C. Muth
 The NW Freedom Court
 Stevenson, WA 98048

Skamania County, WA

Total: \$260.50

EASE

Pgs=8

Request of: ROBERT C. MUTH

2022-001279

06/23/2022 01:22 PM



00013452202200012790080087

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)**DOCUMENT TITLE(S)** (or transaction contained therein) (all areas applicable to your document must be filled in)

View Easement Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

[] Additional numbers on page ____ of document.

GRANTOR(S):

1. Gerald G. Neyland

2. Martha A. Neyland

3. _____

4. _____

[] Additional names on page ____ of document.

GRANTEE(S):

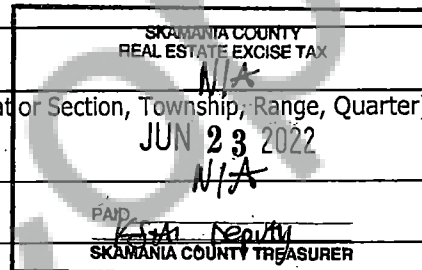
1. Phillip S. Ginter

2. Colleen E. Kelly - Ginter

3. _____

4. _____

[] Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter)

[] Complete legal on page ____ of document.

Assessor's Property Tax Parcel #

03073634120000 ~ 03073634120100 (W)

[] Additional parcel numbers on page ____ of document.

The Auditor/Recorder 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.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Phillip S. Ginter

Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

After Recording,
Return to:

Robert C. Muth
76 NW Freedom Court
Stevenson, Washington 98648

VIEW EASEMENT AGREEMENT

This View Easement Agreement (this "Agreement") is made as of June 23, 2022, by Gerald G. Neyland and Martha A. Neyland (together "Grantors") as grantors, and Phillip S. Ginter and Colleen E. Kelly-Ginter (together "Grantees") as grantees, in connection with real properties in Skamania County, Washington owned by Grantors and Grantees:

RECITALS

- A. Grantors own certain real property located in Skamania County, Washington and legally described in the attached Exhibit A ("Neyland Property"), commonly referred to as 427 Hot Springs Alameda, Stevenson, Washington 98648.
- B. Grantees own certain real property located in Skamania County, Washington and legally described in the attached Exhibit B ("Ginter Property"), commonly referred to as 205 NW Roosevelt Street, Stevenson, Washington 98648.
- C. Grantees wish to acquire a permanent view easement over the Neyland Property for the benefit of the Ginter Property to protect the view of the Columbia River and Oregon mountains and generally the view south from the Ginter Property, through a building height restriction on the Neyland Property, which limits the height of all dwellings or other structures of any kind as well as plantings and vegetation on the Neyland Property as recited herein.
- D. Grantors are willing to grant such a view easement to Grantees for the Ginter Property and consent to a height restriction as recited herein.
- E. In consideration for \$5.00 and other reasonable legal and equitable value, Grantors agree to execute this Agreement.
- F. The parties intend for this Agreement to satisfy Grantors' obligation to protect the view from the Ginter Property.
- G. These recitals shall be considered material terms of this Agreement.

AGREEMENT

THEREFORE, in consideration of the promises contained in this Agreement, Grantors agree as follows:

1. **View Easement.** Grantors hereby grant and convey to Grantees, the benefit of which shall inure to the Ginter Property, a perpetual and permanent view easement over and through the airspace above Neyland Property that is bounded on its sides by vertical planes extended upward from the lot lines of the Neyland Property, the purpose of which

shall be to protect Grantees' current views of the Columbia River and the mountains on the Oregon side of the Columbia River (hereinafter "View Easement Area"). This Easement shall require Grantors, and their successors, transferees, and assigns, to maintain the View Easement Area described herein by establishing height restrictions for future development and plantings within the View Easement Area where development or plantings would otherwise encroach on the View Easement Area.

2. **Restrictions.** The specific restrictions within the View Easement Area include prohibition of the construction of any dwelling or outbuilding, antenna, windmill or other obstruction taller than eighteen (18) feet from foundation of the current residence to the roof ridgeline of any new structure. The prohibition of planting or installing vegetation which would encroach and inhibit the View Shed; i.e. higher than 18 feet from existing ground upon and over the Neyland Property to top of the planting/vegetation. The sole exclusion being the mature trees in the southeast corner of the Neyland Property. This restriction expressly prohibits the erection or construction of any dwelling or structure in excess of one story above the existing grade of the residence on the Neyland Property.
3. **Remedies.** If any planting or vegetation within the View Easement Area encroaches or exceeds the height restriction, the existing title owner of the Ginter Property shall give the existing title owner of the Neyland Property twenty (20) days written notice delivered via U.S. Mail to the Neyland Property owner of the encroachment and request removal or reduction of the encroaching vegetation/planting.
4. **Covenant to Run with Land.** The burdens and benefits of this Easement are intended to attach and run with both the Neyland Property and the Ginter Property, respectively.
5. **No Dedication.** This Agreement shall not be interpreted or construed to create any third-party beneficiary rights in any person other than Grantees and their successors and assigns with respect to the fee ownership of the Ginter Property. This Agreement does not convey or dedicate any right to the public or to any unit of government.
6. **Specific Performance.** Grantors and Grantees are making this Agreement for the protection of a valuable view easement. Grantees shall have the right to seek and obtain a decree of specific performance to compel the owner of the Neyland Property on which any obstruction is built, maintained or grown so as to encroach in the View Easement Area to have the encroachment removed. Grantees' failure to file suit to enjoin or remove any particular encroachment shall not terminate Grantees' right to enforce this Agreement with respect to any other obstruction.
7. **Successors and Assigns.** This Easement shall be binding upon and shall be enforceable by Grantors, his heirs, successors, transferees, and assigns of any kind.
8. **Dispute Resolution.** Any dispute regarding this Easement shall first be submitted to mediation through the procedures established by Arbitration Services of Portland, Inc., or its successor. The parties shall share in the costs of any mediation, including the mediator's fee. If the parties are unable to resolve any dispute through mediation, the parties will submit the dispute to binding arbitration before a single arbitrator through the procedures then established by Arbitration Services of Portland, Inc. The arbitration shall take place in Skamania County, Washington, unless otherwise mutually agreed to an alternative location. The choice of law shall be Washington.
9. **Fees/Costs.** The prevailing party in any such litigation or arbitration shall be entitled to an award of reasonable attorney fees and costs as decided by the presiding court or arbitrator.

EXHIBIT A

Neyland Property Description

Lots 12, 13, 14, and 15, Block 3 Upper Cascades Addition to the town of Stevenson according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington

Also: All that part of Lot 11, Block 3 of said Upper Cascades Addition, described as follows: Commencing at a point on the north line of said Lot 11 marking the Southwest corner of Lot 16 or said Block 3, thence South to the southerly line of said Lot 11, thence Easterly along the Southerly line of said Lot 11 to the Southeast corner thereof, thence North to the Northeast corner of said Lot 11, thence West to the point of beginning.

EXCEPTING THEREFROM a portion of lots 11 and 15, Block 3, Upper Cascades Addition to the Town of Stevenson according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington being more particularly described as follows:

Beginning at the Northeast corner of lot 15; thence along the North line of said lot and its Westerly extension, North 88°12'00" West, a distance of 126.61 feet to the Southwest corner of lot 16; thence parallel with the east line of lot 15, South 00°

21'00" West a distance of 30.00 feet; thence parallel with the North line of lot 15, South 88°12'00" East a distance of 126.61 feet to the East line of lot 15; Thence along said East line, North 00°21'00" East a distance of 30.00 feet to the point of beginning.

Assessor's Tax Parcel ID: 03073634120000

Commonly referred to: 427 Hot Springs Alameda, Stevenson, Washington 98648.

EXHIBIT B

Ginter Property Description

Lots 16 & 17, Block 3, UPPER CASCADES ADDITION, according to official Plat thereof recorded in Book A, Page 69, Skamania County Plat Records, County of Skamania, State of Washington.

TOGETHER with that portion of Lots 11 & 15, Block 3, UPPER CASCADES ADDITION TO THE TOWN OF STEVENSON, conveyed by Deed recorded in Book 151, Page 340, Skamania County records, more particularly described as follows:

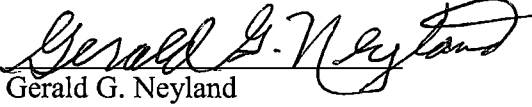



Beginning at the Northeast corner of Lot 15; thence along the North line of said lot and it's Westerly extension, North $88^{\circ} 12' 00''$ West, a distance of 126.61 feet to the Southwest corner of Lot 16; thence parallel with the East line of Lot 15, South $00^{\circ} 21' 00''$ West, a distance of 30.00 feet; thence parallel with the North line of Lot 15, South $88^{\circ} 12' 00''$ East, a distance of 126.61 feet to the East line of Lot 15; thence along said East line, North $00^{\circ} 21' 00''$ East, a distance of 30.00 feet to the Point of Beginning.

Assessor's Tax Parcel ID: 03-07-36-3-4-1201-00

Commonly referred to: 205 NW Roosevelt Street, Stevenson, Washington 98648.

10. **Modifications.** Any modifications to this Agreement must be in writing and signed by the then existing fee title property owners of the Neyland Property and the Ginter Property.
11. **Severability.** If any provision of this Agreement is held invalid, the other provisions will continue in effect.

Executed to be effective as of the 23rd day of June, 2022.

GRANTOR:  Gerald G. Neyland Date: <u>6-23-2022</u>	GRANTEE:  Phillip S. Ginter Date: <u>6-23-2022</u>
 Martha A. Neyland Date: <u>6/23/22</u>	 Colleen E. Kelly-Ginter Date: <u>June 23 2022</u>

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STATE OF WASHINGTON)
) SS.
County of Skamania)

I certify I know or have satisfactory evidence that Gerald G. Neyland is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated he was authorized to sign this instrument and such signature to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6-23-22  Betty Whitney
Print Name: Betty Whitney
NOTARY PUBLIC for State of Washington
My commission expires: 10-29-24

STATE OF WASHINGTON)
) SS.
County of Skamania)

I certify I know or have satisfactory evidence that Martha A. Neyland is the person who appeared before me, and said person acknowledged she signed this instrument, on oath stated she was authorized to sign this instrument and such signature to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6-23-22  Betty Whitney
Print Name: Betty Whitney
NOTARY PUBLIC for State of Washington
My commission expires: 10-29-24

STATE OF WASHINGTON)
) SS.
County of Skamania)

I certify I know or have satisfactory evidence that Phillip Ginter is the person who appeared before me, and said person acknowledged he signed this instrument, on oath stated he was authorized to sign this instrument and such signature to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6-23-22  Betty Whitney
Print Name: Betty Whitney
NOTARY PUBLIC for State of Washington
My commission expires: 10-29-24

STATE OF WASHINGTON)
) SS.
County of Skamania)

I certify I know or have satisfactory evidence that Colleen E. Kelly-Ginter is the person who appeared before me, and said person acknowledged she signed this instrument, on oath stated she was authorized to sign this instrument and such signature to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6-23-22

Betty Whitney
Print Name: Betty Whitney
NOTARY PUBLIC for State of Washington
My commission expires: 10-29-24

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