

Request of: ROBERT C MUTH



00015409202300002890080085

**WHEN RECORDED RETURN TO:**

Robert C. Muth  
716 NW Freedom Ct.  
Slevinson, WA  
98648

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)

Amended and restated View easement Agreement

**REFERENCE NUMBER(S)** of Documents assigned or released:

2022-001279

[ ] Additional numbers on page \_\_\_\_ of document.

**GRANTOR(S):**

1. Neyland, Gerald G 2. Estate of Donald Keith Neyland  
3. Neyland, Gerald Personal Rep 4.

[ ] Additional names on page \_\_\_\_ of document.

**GRANTEE(S):**

1. Binter, Phillips  
3. Kelly-Binter, Colleen E 4.

[ ] Additional names on page \_\_\_\_ of document.

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

Exhibit A & B

[ ] Complete legal on page \_\_\_\_ of document.

**Assessor's Property Tax Parcel #**

03073634120000 & 03073634120100

[ ] 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."

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

## **AMENDED AND RESTATED VIEW EASEMENT AGREEMENT**

This Amended and Restated View Easement Agreement (this "Agreement") supersedes the View Easement Agreement recorded at 2022-001279 in the public records of Skamania County is made as of February 1, 2023, by Gerald G. Neyland and Gerald Neyland, as Personal Representative for the Estate of Donald Keith Neyland, deceased (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**

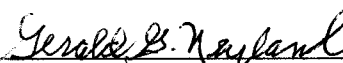

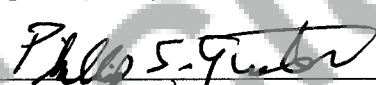

THEREFORE, in consideration of the promises contained in this Agreement, Grantors agree as follows:

1. **View Easement.** Grantors hereby grant and convey to Grantees, the benefit of which shall insure 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 or erection of any dwelling or outbuilding, antenna, windmill or other obstruction taller than eighteen (18) feet measured from the bottom of the exposed foundation wall of the current residence to the roof ridgeline situated over the main living space of the current residence. The sole exception being the chimney which is within the View Easement Area. This restriction further prohibits the planting or installing of vegetation which would encroach and inhibit the View Easement Area; i.e. higher than 18 feet from existing ground upon and over the Neyland Property to top of the planting/vegetation. All existing vegetation and/or plantings must be maintained and pruned to less than the 18 foot View Easement Area. The sole exclusion being the existing mature trees in the southeast corner of 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 be 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 Agreement shall be binding upon Grantors, their 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 the Superior Court of Skamania Court for resolution.

The choice of law shall be Washington.

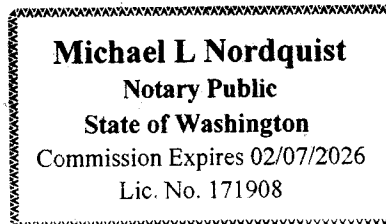
9. **Fees/Costs.** The prevailing party in any such action brought to enforce this Agreement shall be entitled to an award of reasonable attorney fees and costs as decided by the presiding court. Costs shall include any expenses associated with an expert witness.
10. **Modifications.** Any modifications 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 1<sup>st</sup> day of February, 2023.

<b>GRANTOR:</b>  Gerald G. Neyland  Date: <u>2/17/23</u>   Gerald Neyland, Personal Representative of the Estate of Donald Keith Neyland, deceased  Date: <u>2/17/23</u>	<b>GRANTEE:</b>  Phillip S. Ginter  Date: <u>3-6-2023</u>   Colleen E. Kelly-Ginter  Date: <u>March 6 2023</u>
--	--

C:\Users\rcm\Documents\Documents\Neyland\View Easement 2023-0207.docx

STATE OF WASHINGTON )  
 ) SS.  
County of King )



I certify I know or have satisfactory evidence 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.

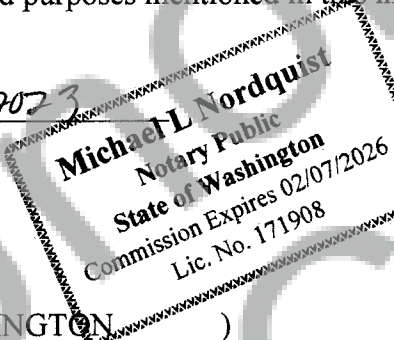
Dated: 02/27/2023

Michael L Nordquist  
Print Name: Michael L Nordquist  
NOTARY PUBLIC for State of Washington  
My commission expires: 02/07/2026

STATE OF WASHINGTON )  
 ) SS.  
County of King )

I certify I know or have satisfactory evidence Gerald Neyland as the Personal Representative of the Estate of Donald Keith Neyland, deceased 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: 02/27/2023

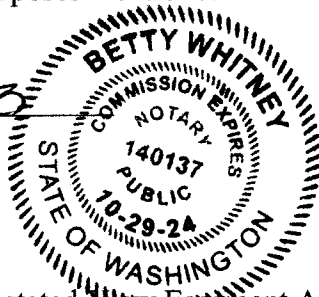


Michael L Nordquist  
Print Name: Michael L Nordquist  
NOTARY PUBLIC for State of Washington  
My commission expires: 02/07/2026

STATE OF WASHINGTON )  
 ) SS.  
County of Skamania )

I certify I know or have satisfactory evidence 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: 3-6-2023



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 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: 3-6-2023



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



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.