

Agreement prepared by and after
Recording mail to:

Skamania County
Real Estate Excise Tax



Sheri Terjeson
1007 NW 103rd St
Vancouver, WA 98685

MAY 11 2023

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "Agreement") is effective as of the 27 day of April, 2023 ("Effective Date"), by and between Sheri Terjeson and James Stringfellow, the current title owners of 441 NE Fir Street and 421 NE Fir Street, Stevenson, Washington and all subsequent assigns and successors, ("Grantors") and the Teresa Daugherty, the current title owner of 451 NE Fir Street, Stevenson, Washington and all subsequent assigns and successors ("Grantee"). Grantors and Grantee are sometimes referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Grantors are the owner of record of certain real property commonly known as 441 NE Fir Street, Stevenson, Washington with parcel number 03753623200100 and 421 NE Fir Street, Stevenson, Washington, with parcel number 03753623200200, and legally described on the attached and incorporated Exhibit 1 and referred to as "Grantors' Property"; and

WHEREAS, Grantee is the owner of record of certain real property commonly known as 451 NE Fir Street, Stevenson, Washington, with parcel number 03753623200000, and legally described on the attached and incorporated Exhibit 2 and referred to as Grantee's Property"; and

WHEREAS, currently the existing sewer connection servicing Grantee's Property runs and lies under Grantors' Property, and Grantors desire to relocate Grantee's existing sewer line in order to construct a single family residence on 421 NE Fir Street; and

WHEREAS, Grantee wishes to obtain an easement across Grantors' Property for utility purposes for the benefit of Grantee's Property; and

WHEREAS, Grantors wish to grant to Grantee a nonexclusive utility easement across Grantors' Property for the benefit of Grantee's Property; and

WHEREAS, in consideration of the value received, Grantors and Grantee are each willing to grant the utility easement described in this Agreement, on the terms and conditions set forth herein.

NOW, THEREFORE, Grantors and Grantee covenant and agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are hereby incorporated

by reference as if set forth herein.

2. **GRANT OF EASEMENTS.** Grantors, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, her successors and assigns, the following:

- 2.1 Utility Easement. A permanent, non-exclusive ten-foot (10') easement over, under, in, along, across and upon the portion of Grantor's Property on the attached and incorporated **Exhibit 3** ("Utility Easement Area"), including the right to ingress and egress for the lawful construction, installation, operation, maintenance, repair, replacement and use of the utility.

3. **MAINTENANCE.** Grantee will maintain, repair, and replace when necessary the utilities within the Utility Easement Area serving Grantee's Property. The cost to maintain, repair and replace utility within the Utility Easement Area shall be borne by Grantee. Grantee shall be responsible for maintaining the Utility Easement Area and the underlying utilities in a good and safe operating condition and repair. The Parties shall cause all work within the Utility Easement Area to be done in a lienfree, good and workmanlike manner and in compliance with applicable law.
4. **NOTICE; RESTORATION.** Grantee shall give seven (7) days' notice to Grantors before disturbing the surface of the Utility Easement Area, or in case emergency repairs are needed such shorter notice as is reasonable under the circumstances. Grantee shall restore the Utility Easement Area disturbed by the Grantee to a condition equivalent to, or better than, that which existed prior to the disturbance.
5. **RELOCATION RIGHT.** Grantors reserve the right, upon notice to Grantee, and at no expense to Grantee, to relocate all or any part of the Utility Easement Area and the utilities within to another are on or off of the respective properties, as the Parties may determine collectively. If Grantors relocate all or part of the Utility Easement Area and underlying utilities, Grantors shall (i) provide a reasonable area for the relocated utilities substantially in the same width as the Utility easement Area relocated; (ii) construct the utilities in the relocated Utility Easement Area of comparable capacity, function, size, and quality to those then installed and operated in the Utility Easement Area being relocated and vacated; and (iii) connect the relocated utilities to the termini of the utilities feeding to and flowing from the relocated utilities at the boundaries of the relocated Utility Easement Area. Grantee shall reasonably cooperate and coordinate with the party performing the relocation with respect to any relocation proposed by that party so as to avoid unreasonable interference with use of the Utility Easement Area. If Grantors exercise this right of relocation, Grantors shall provide Grantee with a written notice setting forth the description of the relocated Utility Easement Area ("**Relocated Easement Description**") and notice of their election to relocate the Utility Easement Area or any portion thereof. Upon notice to Grantee, completion of the relocated Utility Easement Area and underlying utilities, and the recording of a supplement to this Agreement, referring to this Agreement in reasonable detail and setting forth the Relocated Easement Description, the Relocated Easement Description automatically shall replace and supersede the prior description of the

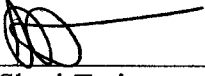



Utility Easement Area affected by the relocation. From and after the completion of the work and the recording of the Relocated Easement Description, Grantee shall have no further right or interest in or to the prior Utility Easement Area that was relocated as provided above, or any underlying utilities in the Utility Easement Area that were relocated by Grantors. Notwithstanding and without diminishing the unilateral and self-executing nature of the foregoing right of Grantors together to relocate the Utility Easement Area from time to time, Grantee, upon demand from and without cost to the relocating party, shall execute, acknowledge, and deliver to that party any agreement as that party shall reasonably require to evidence the relocation of the Utility Easement Area as provided in this section.

6. **NON-EXCLUSIVITY.** Grantors reserve the right to use and improve, and to allow third parties to use, their respective portions of the Utility Easement Area at any time, in any manner, and for any purpose that does not unreasonably interfere with the utilities in the Utility Easement Area that serve Grantee's Property.
7. **NO PROTEST CLAUSE.** As a material term of this Agreement and as partial consideration for the Utility Easement granted herein, Grantee agrees to cooperate in good faith with Grantors and Grantors' successor or assigns on any relocation of the Utility Easement Area to accommodate construction or use of Grantors' Property. Grantee, for herself, her successors and assigns, agrees to not protest any future relocation of the Utility Easement Area.
8. **INDEMNIFICATION.** Grantee (including its employees, contractors, and agents) does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for damage to property or persons whatsoever, arising from or caused by Grantee's negligent exercise of any of Grantee's rights under this Agreement. Nothing contained herein shall be interpreted to waive any statutory or common law grant of privilege of immunity.
9. **EASEMENT APPURTENANT.** This Agreement and the easement created by this Agreement run with the land and bind and benefit future owners of Grantee's Property and Grantors' Property.
10. **MODIFICATION/TERMINATION.** This Agreement and the easements created by this Agreement can be modified only by written and recorded amendment signed by the owners of both affected parcels.
11. **ATTORNEYS' FEES.** In any litigation between the parties with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable attorneys' fees incurred both at and in preparation for arbitration, trial, and any appeal or review, the amount to be set by the arbitrator(s) or court(s) before which the matter is heard.
12. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.
13. **SEVERABILITY.** Any provision of this Agreement which is found to be invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining in effect.
14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the

Parties with respect to the Utility Easement.

15. **AUTHORIZED REPRESENTATIVE.** Each individual signing on behalf of a party to this Agreement states he or she is the duly authorized representative of the signing party and his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.
16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. Facsimile and electronic mail signatures shall be treated as original signatures of the parties for the purposes hereto.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

GRANTORS:  _____ Sheri Terjeson  _____ James Stringfellow	GRANTEE:  _____ Teresa Daugherty  _____ Easton
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY **Sheri Terjeson** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/her signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes herein set forth.

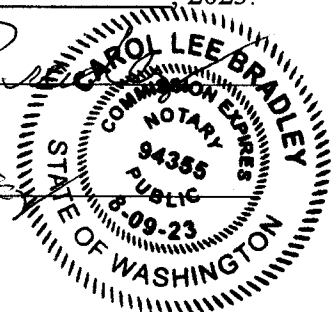
Given under my and official seal, this 11th day of May, 2023.



Notary Public

CAROL LEE BRADLEY

Printed Name of Notary

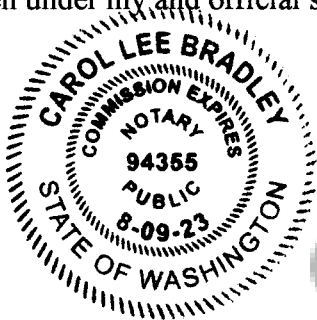


My commission Expires: 8-9-23

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY **James Stringfellow** personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person
and severally acknowledged that he/her signed and delivered the said instrument as his/her free
and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this May day of May, 2023.



Carol Lee Bradley
Notary Public

CAROL LEE BRADLEY
Printed Name of Notary

My commission Expires: 8-9-23

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY **Teresa Daugherty** personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person and
severally acknowledged that he/her signed and delivered the said instrument as his/her free and
voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 2nd day of May, 2023.

Carol Lee Bradley
Notary Public

CAROL LEE BRADLEY
Printed Name of Notary

My commission Expires: 8-9-23

