

WHEN RECORDED RETURN TO:**City of Stevenson****PO Box 371****Stevenson WA 98648**Skamania County, WA
Total: \$209.50
EASE
Pgs=7**2023-001060**

07/31/2023 01:23 PM

Request of: CITY OF STEVENSON



00016455202300010600070073

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)

UTILITY EASEMENT AGREEMENT

REFERENCE NUMBER(S) of Documents assigned or released:
AFN 2008-170088☐ Additional numbers on page ____ of document.**GRANTOR(S):**

1. Aspen Development, LLC

2. _____

3. _____

4. _____

☐ Additional names on page ____ of document.**GRANTEE(S):**

1. The City of Stevenson

2. _____

3. _____

4. _____

☐ Additional names on page ____ of document.**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

0375 3030120000

Skamania County Assessor

YM

Date 7-31-23 Parcel# 03750630120000

☒ Complete legal on page 1 & 2 of document.☐ 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.

UTILITY EASEMENT AGREEMENT

Grantor: Aspen Development, LLC

Grantee: The City of Stevenson, a Washington municipality

Assessor's Tax Parcel No.: 03-75-36-3-0-120000

Reference Auditor File No.: AFN 2008-170088

KNOW ALL MEN BY THESE PRESENTS, Aspen Development, LLC, its successors, heirs, assigns, and transferees herein and referred to as GRANTOR, does hereby grant and warrant unto the City of Stevenson, GRANTEE, to have and to hold forever, permanent and perpetual right, permit and easement in the lands hereinafter described, to construct and maintain a sewer main with the necessary appurtenances through, over, and across the following described property situated in the City of Stevenson, Skamania County, more particularly described as follows:

Easement West of Pine Street

An easement being 15.00 feet in width being more particularly described as follows:

Commencing at the northwest corner of Lot 1 of the Feliz Short Plat as recorded under Auditor's file number 2008170088, records of Skamania County situated in the Henry Shepard Donation Land Claim Number 43, located in the southwest quarter of Section 36, Township 3 North, Range 7 ½ East of the Willamette Meridian, City of Stevenson, County of Skamania, State of Washington; THENCE South 89°04'36" East, 417.42 feet along the north line of said Lot 1, to a point on the westerly right of way of Pine Street and the True Point of Beginning; THENCE South 0°00'00" West, 15.00 feet along said westerly right of way; THENCE North 89°04'36" West, 228.56 feet; THENCE North 0°55'23" East, 15.00 feet, to the north line of said Lot 1; THENCE South 89°04'36" East, 228.32 feet to the Point of Beginning. Containing 3,427 SF more or less.

Easement West of Pine Street

An easement being 15.00 feet in width being more particularly described as follows:

Commencing at the northwest corner of Lot 1 of the Feliz Short Plat as recorded under Auditor's file number 2008170088, records of Skamania County situated in the Henry Shepard Donation Land Claim Number 43, located in the southwest quarter of Section 36, Township 3 North, Range 7 ½ East of the Willamette Meridian, City of Stevenson, County of Skamania, State of Washington; THENCE South 89°04'36" East, 670.70 feet along the north line of said Lot 1, to the True Point of Beginning; THENCE South 89°04'37" East, 137.69 feet along the north line of said Lot 1 to a point on the westerly right of way of Tari Lane; THENCE South 0°55'24" West, 15.00 feet along said westerly right of way; THENCE North 89°04'36" West, 137.69 feet; THENCE North 0°55'23" East, 15.00 feet to the north line of said Lot 1 and the Point of Beginning.

Containing 2,065 SF more or less.

Hereinafter "Utility Easement Area"

1. Access. GRANTEE shall have the right at times, as may be necessary, to enter upon the Property of GRANTOR, its successors, heirs, assigns, transferees, for the purpose of constructing, repairing, altering or reconstructing said sewer main, or making any connections therewith.
2. Restricted Area. GRANTOR, for itself, its successors, assigns and transferees, hereby covenant and agree with GRANTEE, no act will be permitted with the Utility Easement Area which is inconsistent with the Utility Easement herein granted; no buildings, structures, fences, or other obstructions, including but not limited to swimming pools, ponds or other features which extended below the grade of the Utility Easement Area will be erected or constructed above or below grade within the Utility Easement Area; no trees shall be planted, grown, cultivated, or harvested within the Utility Easement Area; it being the intent the Easement is intended to prohibit the longitudinal or parallel use or occupancy of the Utility Easement Area which may damage or impede the installed utility service. This Easement shall not be modified or relocated without GRANTEE'S written approval and consent.
3. Grantee Rights Beyond Easement Area. GRANTEE shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as "danger trees") on lands of the Grantor adjacent to the Utility Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of the sewer main, provided future cutting of such danger trees, timber so cut shall remain the property of the GRANTOR. GRANTOR shall notify GRANTEE of any party with whom GRANTOR contracts and who owns as a result thereof any danger trees to be cut as set forth above. GRANTEE shall also have the right to install, maintain and use any accessory utilities in order to maintain the operation of the sewer main adjacent to the Utility Easement Area and the right, when required by law or government regulations, to conduct scientific or other studies, including but not limited to environmental and archaeological studies, on or below the surface of the Utility Easement Area.
4. Assignment. GRANTEE, together with its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest

therein, and the same shall be divisible between or among future owners of the land associated with the Utility Easement Area, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this grant of Easement.

5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON. EACH PARTY HERETO AGREES ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF WASHINGTON, COUNTY OF SKAMANIA, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE.

6. Attorney Fees. In any litigation between the parties or successors to this Agreement, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable attorney fees, including expert fees and costs, incurred in the dispute; including any such fees or costs incurred on appeal or review.

7. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

8. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9. Authority. Both parties represent and warrant they have the authority to execute this Agreement and 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.

10. Injunctive and Other Equitable Relief. The parties agree the remedy at law for any breach or threatened breach by a party may, but its nature, be inadequate, and in addition to damages, the other parties will be entitled to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or

proving any monetary damage has been sustained.

11. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

12. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

13. Entire Agreement. This Agreement (including any exhibits or other documents referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understanding and agreements, whether writing or oral, among the parties with respect to such subject matter.

GRANTOR:	
ASPEN DEVELOPMENT, LLC. A Washington limited liability company	
By: _____	
Title: <u>MC-Member</u>	
Name: <u>Paul Greenman</u>	
Address: <u>150 Lombard St, SE</u> <u>Ca 94114</u>	

The foregoing instrument was acknowledged before me on this _____ day of July, 2023 by _____ in his/her capacity as authorized representative of Aspen Development, LLC, a Washington limited liability company, on behalf of such entity.

NOTARY PUBLIC FOR WASHINGTON

My commission Expires: _____

M:\11313\0001\Client Documents\Utility Easement Agreement - Sewer Main.docx

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On 07/19/2023 before me, Kern Bhatia, Notary Public
(insert name and title of the officer)

personally appeared Ren Grendahl,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

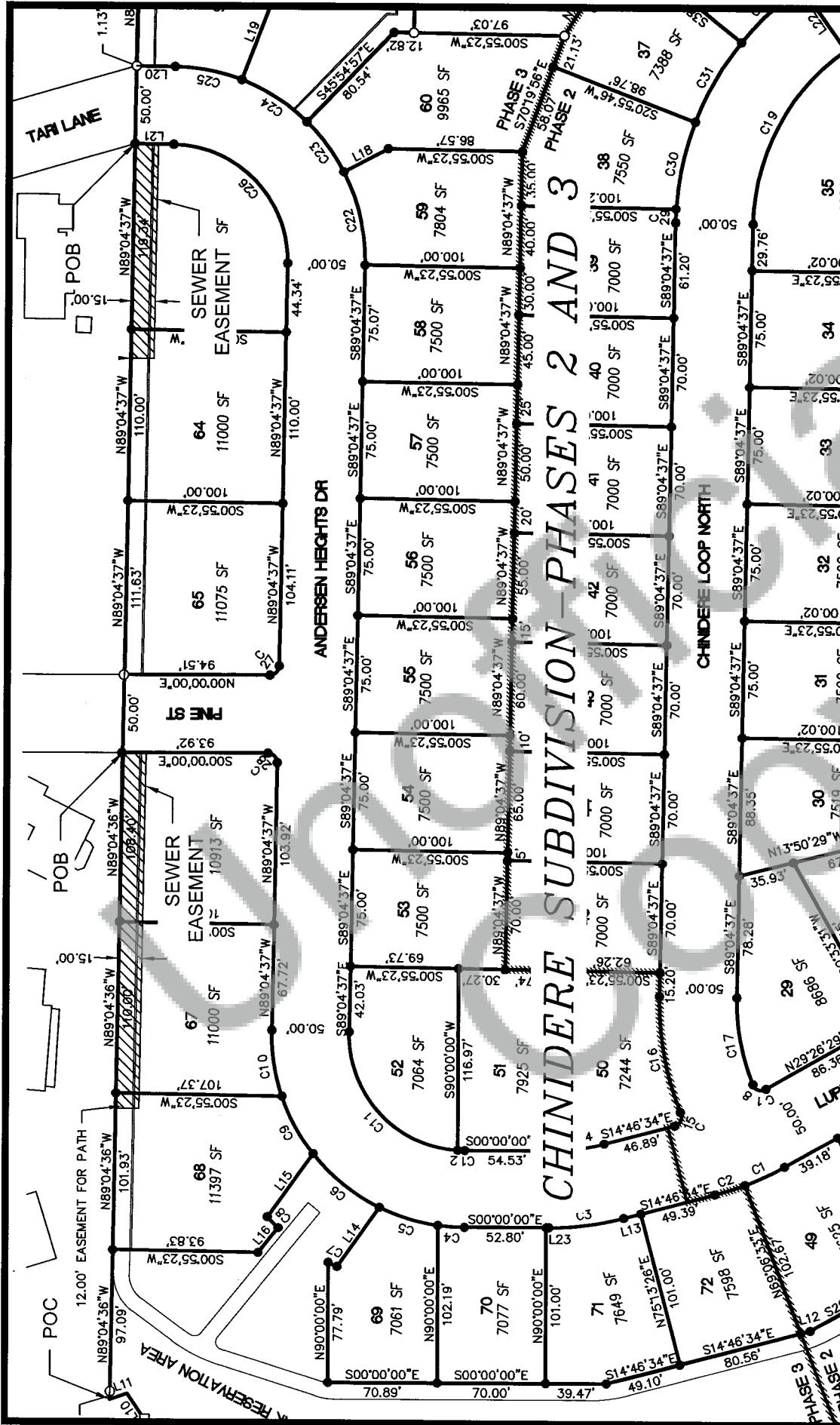
WITNESS my hand and official seal.

Signature _____



(Seal)





Pioneer Surveying & Engineering, Inc.

Civil Engineering and Land Planning

125 Simcoe Drive
Goldendale, Washington 98620
Phone (509) 773-4945, Fax (509) 773-6888, E-Mail pse@gorge.net

EASEMENT EXHIBIT
CITY OF STEVENSON
SEWER EASEMENT

SECTIONS 36, T. 3 N., R. 7 1/2 E., W.M.

DWG-20-CHIN