



After recording, return to:
Timmons Law PC
PO Box 2350
The Dalles, OR 97058

Skamania County
Real Estate Excise Tax
N/A
JUN 10 2024

Parcel No.:
Abbreviated Legal Description:

PAID N/A
Skamania County Treasurer
K. E. Rutledge Deputy

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (“Easement”) is made by Patrick B. Rice and Karen E. Rutledge, husband and wife, the Declarants herein.

RECITALS

- A. Declarants are the owner of that certain real property located in Skamania County, Washington, and more particularly described in *Exhibit 1* attached hereto and by this reference incorporated herein (“Dominant Property”), parcel number 03073644100100. *(Signature)*
- B. Declarants are the owners of that certain real property located in Skamania County, Washington, and more particularly described in *Exhibit 2* attached hereto and by this reference incorporated herein (“Servient Property”), parcel number 03073644100000. *(Signature)*
- C. The Dominant Property and Servient Property are adjacent to each other.
- D. This easement is created in anticipation of the sale of the Servient Property.
- E. Declarants grant an appurtenant, exclusive, perpetual easement over that portion of Servient Property described and depicted in *Exhibit 3* attached hereto and by this reference incorporated herein (the “Easement Area”) for the benefit of the Dominant Property.

NOW, THEREFORE, the Declarant declares as follows:

1. **Effective Date.** The Easement shall be effective upon the recordation of this fully executed and duly acknowledged Easement in the real property records of Skamania County, Washington (the “Effective Date”).
2. **Grant of Easement.** As of the Effective Date, Declarant grants to a permanent, perpetual, exclusive easement over the Easement Area.

3. **Improvements, Repairs and Maintenance of Easement Area.** The owner of the Dominant Property shall be solely responsible for the installation of improvements, repairs and maintenance to the Easement Area. All improvements shall be installed strictly within the boundaries of the Easement Area unless otherwise agreed among the parties in a written amendment of this Easement. The owners of the Servient Property may not improve the Easement Area.

4. **Work by Dominant Property Owner.** The owner of the Dominant Property shall cause all work on the Easement Area to be done in a lien-free, good and workmanlike manner and in compliance with applicable law; shall pay when due for all work and materials provided to, for or through Owner of the Dominant Property in connection with the Easement or exercise of the easement rights hereunder and shall keep the Easement Area and Servient Property free from any liens created or suffered by Owner of the Dominant Property, its agents, independent contractors or employees. All installation and other work on the Easement Area shall be done in a manner that does not unreasonably interfere with the use of the Easement Area or Servient Property or that compromises the integrity or support of the same.

5. **Attorney's Fees and Costs.** In the event of any suit, action or arbitration arising out of or related to the enforcement of this Easement, the prevailing party shall be entitled to recover the costs and fees (including without limitation reasonable attorney's fees and court costs) incurred by such party in such suit, action or arbitration, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action, and including any proceedings under bankruptcy law.

6. **Modification and Amendment.** This Easement may be amended, modified or terminated only by written agreement of the owners of the Servient Property and Dominant Property.

7. **General Provisions.**

a. **Not a Public Dedication.** Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purpose whatsoever, and this Easement shall be strictly limited to and for the purposes expressed herein.

b. **Severability.** Invalidation of any provisions of this Easement shall in no way affect any of the other provisions of this Easement.

c. **Benefits and Burdens Run With The Land.** This Easement shall run with the land to burden the Servient Property in perpetuity, and for the benefit of the Dominant Property in perpetuity. The rights, covenants and obligations contained in this Easement shall bind, burden and benefit the owners, their successors, heirs, assigns, tenants, employees, guests, invitees, licensees, contractors, agents, mortgagees and beneficiaries pursuant to a deed of trust. Any transferee of all or a portion of any owner's property shall automatically be deemed, by acceptance of title to such property, to have assumed all the obligations set forth in this Easement relating to such property.

d. **Waiver.** No provision of this Easement shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. No failure by any party to insist upon the strict performance of any provision of this Easement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provision, or of any other provision. No waiver of any provision of this Easement shall be deemed a waiver of any other provision of this Easement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

e. **Final Expression.** This Easement and the exhibits hereto, sets forth the final expression of the easement rights created herein.

f. **Governing Law.** This Easement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, this Easement has been duly executed as of the date first set forth above.

DECLARANTS:

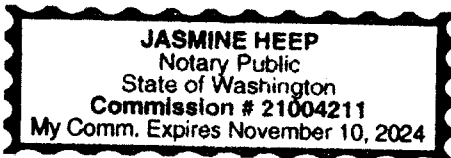
Patrick B. Rice
Patrick B. Rice

Karen E. Rutledge
Karen E. Rutledge

STATE OF Washington)
County of Clark) ss.

I certify that I know or have satisfactory evidence that Patrick B. Rice and Karen E. Rutledge signed this instrument, on oath stated it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: June 7th, 2024.



Jasmine Heep
NOTARY PUBLIC for the State of Washington
My Commission Expires: 11/10/2024

: Notary/MRO

Exhibit 1

Legal Description of Parcel 03073644100100 (Dominant Parcel).

Lot 6, 7, and 8, Block 2, Second Addition to Meldan Acre Tracts, a Plat of Record in Book A,
Page 96, Skamania County Records.

Unofficial
Copy

Exhibit 2

Legal Description of Parcel Number 03073644100000 (Servient Parcel).

A portion of the Shepard Donation Land Claim, situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 3 North, Range 7 East, Willamette Meridian, being more particularly described as follows:

Beginning at the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "OR #932 & WA #22098" marking the Northwest Corner of Lot 5, Block 2, Second Addition to Meldan Acre Tracts, a Plat of Record in Book A, Page 96, Skamania County Plat Records, thence N34°41'28"W, 41.58 feet; thence N85°11'55"E, 114.00 feet to the Northeast Corner of Lot 8, Block 2, said Second Addition to Meldan Acre Tracts; thence along the North line of said Lot 8, and continuing along the North lines of Lots 7 and 6 of said Block 2, S64°04'00"W 75.00 feet to the Northeast Corner of Lot 5 of said Block 2; thence along the East line of said Lot 5, S25°54'02"E, 100.00 feet to the Southeast Corner thereof; thence along the South line of said Lot 5, S64°04'00"W, 25 feet to the Southwest Corner thereof; thence along the West line of said Lot 5, N25°54'02"W, 100.00 feet to the Point of Beginning.

Containing 4,555 Square Feet (0.10 Acres).



EXHIBIT 3

PO Box 398
Camas, WA 98607
360.834.2519
www.kcdevelopment.net

PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

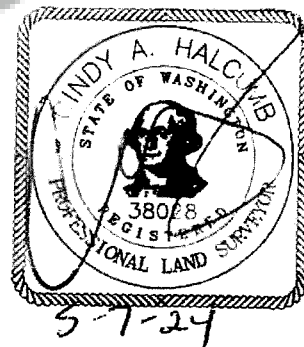
Easement Legal Description

May 7, 2024

A portion of the Shepard Donation Land Claim, situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

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Containing 2,055 Square Feet (0.05 Acres).



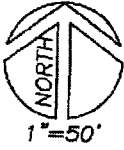
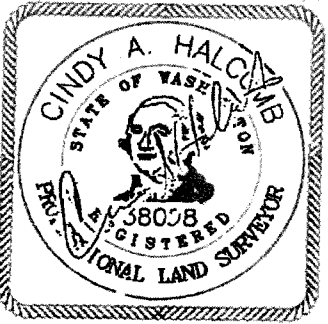
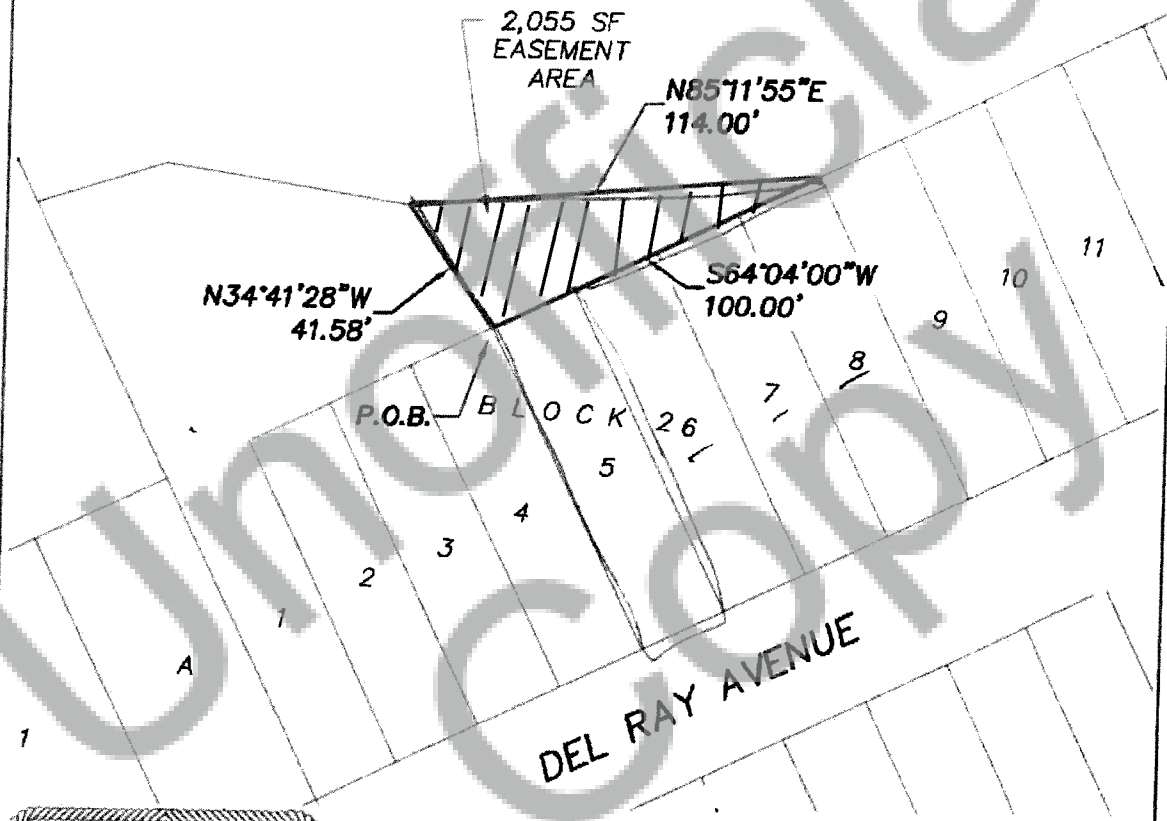


EXHIBIT 3

A PORTION OF THE SHEPARD DONATION LAND CLAIM,
SITUATED IN THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 3 NORTH,
RANGE 7 EAST, W.M.,
SKAMANIA COUNTY, WASHINGTON

MAY 7, 2024



PREPARED FOR
PAT RICE
PREPARED BY
KC DEVELOPMENT
360.834.2519