

Skamania County, WA
Total: \$308.50
DEED
Pgs=6

2024-001490

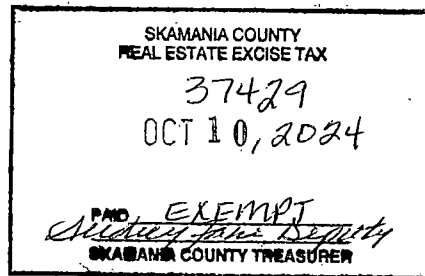
10/10/2024 01:20 PM

Request of: RONALD H REYNIER



After recording, return to:

Ronald H. Reynier
P.O. Box 758
Hood River, OR 97031



Grantor: Ronald H. Reynier and Kristi B. Reynier
Grantee: Whitney A. Reynier and Brian R. Hamilton
Abbreviated Legal: Lots 3, 4, 9, 10 Blk. 2, Hamilton's Add. to Underwood, Bk. A, Pg. 51
Assessor's Tax Parcel No.: 03-10-23-2-2-0200-00 (BW)

GIFT DEED

Ronald H. Reynier and Kristi B. Reynier, husband and wife, hereinafter referred to as "Grantor", for no valuable consideration and as a gift to Grantee conveys and grants to Whitney A. Reynier and Brian R. Hamilton, wife and husband, Grantee, the following real property, together with all improvements located thereon, lying in the County of Skamania, State of Washington, to-wit:

Lots 3, 4, 9 and 10, Block 2, Hamilton's Addition to the Town of Underwood, according to the official plat thereof recorded in Book A of Plats, Page 51, Records of Skamania County.

SUBJECT TO easements, reservations, and restrictions of record, if any, and also

SUBJECT TO and reserving unto Grantor a View Easement and other rights associated with Covenants and Restrictions, as described in Exhibit A and B hereto.

The property described in this deed cannot be segregated and sold without conforming to the State of Washington and Skamania County Subdivision laws.

DATED this 9 day of OCTOBER, 2024.

Skamania County Assessor

Date: 10/10/24 Parcel# 3-10-23-2-2-200


Ronald H. Reynier, Grantor

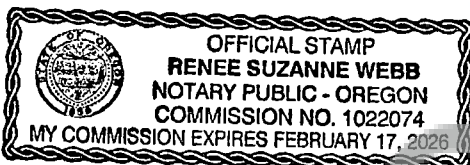
DATED this 9th day of October, 2024.

[Signature]
Kristi B. Reynier, Grantor

STATE OF Oregon)
County of Hood River) ss.

I certify that I know or have satisfactory evidence that Ronald H. Reynier is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated: Oct. 9, 2024

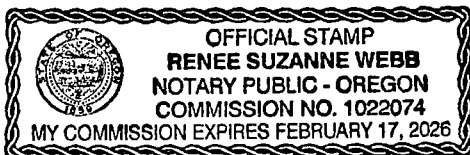


Renee Webb
Notary Public for Oregon
My appointment expires: 2/17/2026

STATE OF Oregon)
County of Hood River) ss.

I certify that I know or have satisfactory evidence that Kristi B. Reynier is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated: Oct. 9, 2024



Renee Webb
Notary Public for Oregon
My appointment expires: 2/17/2026

View Easement, Covenants and Restrictions – Exhibit A

The view easement is a non-exclusive, perpetual view easement over a portion of:

Lots 3, 4, 9, 10, Block 2, Hamilton's Addition to the Town of Underwood, according to the official plat thereof recorded in Book A of Plats, page 51, Records of Skamania County (hereinafter referred to as the "Servient Parcel").

Assessor tax parcel number: 03-10-23-2-2-0200-00

This view easement shall be for the benefit of and appurtenant to real property located in Skamania County, Washington and more particularly described as follows:

Lots 5 and 6, Block 2, Hamilton's Addition to the Town of Underwood, according to the official plat thereof recorded in Book A of Plats, page 51, Records of Skamania County (hereinafter referred to as the "Dominant Parcel").

Assessor tax parcel number: 03-10-23-2-2-0205-00

The purpose of the view easement, covenants and restrictions is to preserve views of the Dominant Parcel onto and across the Servient Parcel for the benefit of the Dominant parcel.

That portion of the Servient Parcel that is burdened by the view easement is described and defined below and depicted on the map, labeled Exhibit B, attached hereto by this reference and incorporated herein.

The View Easement Area floats over lots 3, 4, 9 and 10 and the 10' strip between 3, 4 and 9, 10. The View Easement Area is the area located to the East of a straight line which extends from the northeast concrete corner post of the east deck on the Dominant Parcel, through the southeast concrete corner post of the south deck on the Servient Parcel, and from there the line continues northeast until it intersects with the north lot line of the Servient Parcel. The View Easement Area extends east from that straight line, over the Servient Parcel, to the east lot lines of lots 9 and 10 of the Servient Parcel.

1. The View Easement Area is further defined as being the area above a benchmark elevation datum plane defined to mean and consistent with the elevation of the top of the finished east deck (the decking material) located on the home on the Dominant Parcel with the datum plane floating horizontally at that same elevation over that portion of the Servient Parcel as described above and depicted in Exhibit B attached hereto.

2. No man-made structures, improvements, trees, shrubs or other vegetation of any type shall be allowed on the Servient Parcel that penetrate the View Easement Area.

3. In addition to rights reserved in the floating View Easement Area, and for so long as the Dominant parcel remains in the Reynier family, the Reynier extended family, any Reynier LLC or Reynier Trust, no man-made structures, improvements, vehicles, trailers, campers,

debris, refuse or other personal property shall be placed or stored on the Servient Parcel on the ground or at ground level under the View Easement Area. This restriction and covenant is to preserve the Dominant Parcel's view at ground level and sense of open space across the burdened area of the Servient Parcel.

4. In the event any structure, tree, shrub or other vegetation on the Servient Parcel has penetrated the View Easement Area, or any improvement or prohibited property exists under number 3 above, the owners of the Dominant Parcel may notify the Servient Parcel's owners of the necessity for removal and/or trimming and may immediately remove, cut or trim the items themselves. Expenses for trimming and cutting shall be borne by the Dominant Parcel. Any failure to notify, or to cut or trim penetrations, shall not be considered a waiver of future rights to do so.

5. To the extent that any existing trees, shrubs or vegetation in the View Easement Area already penetrate the View Easement Area, those existing trees, shrubs or other vegetation may remain at their existing heights, as evidenced by photos or a survey. The only exceptions are two fir trees and one pine tree adjacent to the north lot line of lot 10 which currently penetrate the View Easement Area and affect the view. Those trees may be cut, trimmed or removed as set forth in number 4 above at the expense of the Dominant Parcel while the Dominant Parcel is held in the Reynier family, the Reynier extended family, any Reynier LLC or Reynier Trust.

6. The Servient Parcel's owner shall have thirty (30) days to remove any identified encroachment under number 3 above once notified.

7. The Dominant Parcel owner reserves the right and privilege to use the Servient Parcel at any time, in any manner and for any purpose not inconsistent with the Servient Parcel's owner's right and privileges granted in this View Easement and any covenant or restriction.

8. So long as the Dominant parcel remains in Reynier family, the Reynier extended family, any Reynier LLC or Reynier Trust, the Dominant Parcel owner may enter and use the burdened area of Servient Parcel as a common area and for any other purposes. This right of entry and use does not extend to any tenants residing in the Dominant Parcel home.

9. The View Easement, covenants and restrictions benefit only the Dominant Parcel and benefit no other property.

10. Notices and all other correspondence under this paragraph must be in writing and, if personally delivered, will be effective when actually received. If mailed, the notice and/or other correspondence must be sent registered or certified mail, postage prepaid and will be deemed effective on the second day after deposit in the US Mail. Notice and/or other correspondence must be mailed to the corresponding addresses maintained by the Skamania County Assessor's office for the respective parcels.

11. This View Easement, covenants and restrictions are perpetual and appurtenant to the Dominant Parcel and shall benefit the Dominant Parcel's owners, heirs and assigns, forever. The burdens and benefits of this View Easement, covenants and restrictions shall run with the

burdened and benefitted lands, and bind the successors, heirs and assigns of the owners of the Dominant Parcel and Servient Parcel.

Unofficial
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EXHIBIT B

