

Request of: BRETT JOHNSON



Return Address:

Brett Johnson
PO Box 271
Stevenson, WA 98648

Skamania County
Real Estate Excise Tax

N/A
APR 16 2025

PAID N/A
KJA, Deputy
Skamania County Treasurer

UTILITY EASEMENT AGREEMENT

Tax Parcel No: 02070110100000 DM

For valuable consideration, receipt of which is hereby acknowledged, the Grantors, Brett and Teresa Johnson hereby grant and convey to the Grantee City of Stevenson, a municipal corporation, an easement for ingress and egress and to install, maintain, repair and replace utilities over or under all those portions of the following described easement area shall be five (5) feet from the utility lines on each side. A tract of land in the Northwest Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian in the County of Skamania and State of Washington, describe as follows:

Beginning at a point 620 feet West and 250 feet South of the Northeast corner of Government Lot 9 in said Section 1; thence South 174 feet; thence East 10 feet; thence South 110 feet more or less to the North line of Second Street (now known as Rock Creek Drive); thence Westerly along the North line of Second Street 194.50 feet; thence North 284 feet more or less to a point due West of the place of beginning; thence East 184.50 feet to the point of beginning;

EXCEPTING THEREFROM:

- A. That portion conveyed to Ernest P. Ackerman, recorded July 24, 1941 in book 28, Page 380, under Auditor's File No. 30613, Skamania County Records;
- B. Beginning at a point 620 feet West and 250 feet South of the Northeast corner of Lot 9 in said Section 1; thence South 184 feet; thence West 124 feet; thence North 70 feet; thence East 39.5 feet; thence North 124 feet; thence East 84.5 feet to the place of beginning as disclosed by the Estate of Grant Ballard No. 1712.
- C. That portion conveyed to Sadie Ritter by instrument recorded November 30, 1945 in Book 30, Page 553 under Auditor's file No. 34647, Skamania County Deed Records.
- D. That portion conveyed to Kennety Zevely *et. ux.* by instrument recorded February 1, 1927 in Book V, Page 175 & 176, Skamania County Deed Records.
- E. That portion conveyed to Howard Martin *et. ux.* by instrument recorded March 16, 1951 in Book 33, Page 399, under Auditor's File No. 42194, Skamania County Deed Records.

SUBJECT TO easements of record.

And including:

A tract of land located in Government Lot 9 of Section 1, Township 2 North, Range 7 East, Willamette Meridian, City of Stevenson, County of Skamania, State of Washington, described as follows:

Commencing at the Point of Beginning which is the Southwest corner of the parcel described in Book 245, Page 58, and monumented with a plastic survey cap inscribed "BELL DESIGN 11873" set on a 5/8 inch diameter rebar; thence Westerly along a curve concave to the North having a radius of 328.10 feet, a distance of 14.40 feet and a central angle of 02°30'55" and being subtended by a chord which bears North 83°03'34" West 14.40 feet; thence North 10°01'43" East a distance of 89.76 feet to a plastic survey cap inscribed "BELL DESIGN 11873" set on a 5/8 inch diameter rebar thence South 00°50'54" West along the West line of said parcel, a distance of 90.14 feet to the Point of Beginning, containing 646 square feet more or less.

And including:

A tract of land located in Government Lot 9 of Section 1, Township 2 North, Range 7 East, Willamette Meridian, City of Stevenson, County of Skamania, State of Washington, described as follows:

Beginning at a Point North 00°50'54" East, a distance 157.11 feet from the Southwest corner of the parcel described in Book 245, Page 58, said point being at the intersection of the West line of said parcel and an existing fence line; thence along said fence line North 01°46'56" West a distance of 54.32 feet to the beginning of a rock wall; thence along the top of said rock wall North 01°34'11" West, a distance of 71.22 feet to the corner of a North and East oriented board fence; thence South 89°44'21" East along said East oriented board fence, a distance of 5.5 feet to the West line of said parcel; thence South 00°50'54" West along said West line of parcel, a distance of 125.47 feet to the Point of Beginning; containing 352 square feet, more or less.

An Easement for ingress, egress, and utilities across the following described property.

Commencing at the Southwest Corner of Tax Lot 1700 per Record of Survey Auditor File No. 2010176847 Recorded November 4th 2010, in the City of Stevenson, Skamania County, Washington, being in the Northwest ¼ of the Northeast ¼ of Section 1 of Township 2 North Range 7 East of the Willamette Meridian; Thence North 88° 20' 22" West 19.81 feet along the Northerly Right of Way line of Rock Creek Drive to the beginning of a curve, concave Southerly with a radius of 328.10 feet, whose long chord bears North 87° 26' 39" West a distance of 15.76 feet; Thence along said curve an arc distance of 15.76 feet to the true point of Beginning; Thence continuing along said curve an arc distance of 10.03 feet; Thence leaving said Northern Right of Way line of Rock Creek Drive North 0° 50' 54" East 180 feet; Thence South 88° 56' 55" East 10.00 feet; Thence South 0° 50' 54" West 180.74 feet to the Northern Right of Way line of Rock Creek Drive and the True point of Beginning containing 1,804 square feet more or less.

The Grantors shall make no use of the land occupied by said easement except for the purpose of the use of said road and utilities within the easement area.

In exercising the rights herein granted, the Grantee, its successors, and assigns, may pass and repass over said right of way and may cut and remove brush, trees, and other obstructions which in the opinion of the Grantee interferes with the location, operation and maintenance of all utilities, including sewer.

Grantee will maintain, repair, and replace when necessary the utilities installed in the easement area. Grantors shall provide Grantee with a minimum of seven (7) business days' notice of any efforts to perform work in the easement area. Grantors shall be responsible for any and all damage to the utilities due to any work, improvement, digging or other activities within the easement area causing damage to the utilities.

The parties acknowledge the existence of a retaining wall located on Grantors' property. Grantor installed the retaining wall on top of the existing utility and subsequently sought approval for the retaining wall. Grantee shall not be responsible for any damage to the retaining wall should maintenance require demolition, destruction or removal of the retaining wall.

Grantee expressly reserves and retains the right to relocate the utility within the easement area without additional cost or expense.

This agreement and the easement created by this agreement may be modified only in writing and signed by the existing Grantors and Grantee. Should any litigation arise from this agreement, the prevailing party shall be entitled to recover, in addition to all other sums and relief, their reasonable attorney fees incurred by the prevailing party. This agreement shall be governed and enforced in accordance with the laws of the state of Washington. Any provision in 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. This agreement constitutes the entire agreement of the parties and replaces and supersedes in written or oral agreements previously made or existing between the parties.

This easement shall run with the land and shall be binding upon all subsequent owners thereof.

In Witness Whereof, said Grantor(s) executed this instrument this 16th day of APRIL, 2025.

Brett Johnson

Teresa Johnson

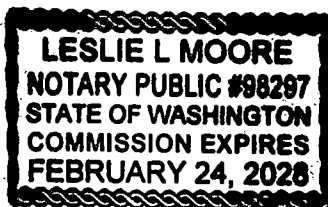
STATE OF WASHINGTON }

Ss (Individual Acknowledgment)

COUNTY OF SKAMANIA }

I certify I know or have satisfactory evidence Brett and Teresa Johnson are the people who appeared before me, and said people acknowledged they signed this Instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the Instrument.

Dated this 16th day of April, 2025.



Leslie L Moore

Print Name Leslie L Moore

Notary Public In and for the State of Washington

My appointment expires: 2/24/2028