



RETURN ADDRESS

Robert A. Bianchi

P. O. Box 431

Goldendale, WA 98620

Skamania County  
Real Estate Excise Tax

N/A  
APR 22 2025

Please print neatly or type information

**Document Title**

PAID

N/A  
Skamania County Treasurer  
M. Monaghan Deputy

**RESTRICTIVE COVENANT AND LIMITED EASEMENT**

**Reference Number(s) of related documents:**

Additional Reference #'s on page \_\_\_\_\_

**Grantors** (Last name, First name and Middle Initial)

McCloskey, Thom

Skora, Elise

Additional grantors on page \_\_\_\_\_

**Grantees** (Last name, First name and Middle Initial)

Bianchi, Robert A.

Massey, JoBeth

Additional grantees on page \_\_\_\_\_

**Legal Description:** (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

NE ¼ SEC 1 T2N R7E

Additional legal is on page \_\_\_\_\_

**Assessor's Property Tax Parcel/Account Number**

02-07-01-1-1-3000-00

02-07-01-1-1-2900-00

02-07-01-1-1-2901-00

Additional parcel #'s on page \_\_\_\_\_

AM 4/22/25

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 provided herein.

**I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.**

Evan A. Hull

Signature of Requesting Party

## RESTRICTIVE COVENANT AND LIMITED EASEMENT

THIS RESTRICTIVE COVENANT AND LIMITED EASEMENT ("Agreement") is entered into by and between Thom McCloskey ("McCloskey") and Elise Skora ("Skora"), owners of certain real property with a common address of 17 Russell Ave., Stevenson, WA 98648 ("the Burdened Property"), Robert A. Bianchi ("Bianchi"), owner of certain real property with an address of 5 SW Russell Ave., Stevenson, WA 98648 ("the Dominant Property"), and JoBeth Massey ("Massey") owner of certain real property with an address of 308 SW Vancouver, Stevenson, WA 98648 ("the Dominant Property").

A. McCloskey and Skora are the owners of the Burdened Property legally described in the attached Exhibit A.

B. Bianchi is the owner of the Dominant Property legally described in the attached Exhibit B.

C. Massey is the owner of the Dominant Property legally described in the attached Exhibit C.

D. The Dominant Properties have a sewer lateral that connects the residential buildings on the Dominant Properties to the Stevenson, Washington, public sewer ("Sewer Lateral"). A portion of the Sewer Lateral traverses the Burdened Property.

E. There is no recorded sewer easement on the Burdened Property that benefits the Dominant Properties. There is a dispute between the parties as to whether there exists an oral agreement for a sewer easement on the Burdened Property.

F. McCloskey and Skora filed a lawsuit against Bianchi and Massey for quiet title and other relief titled *Thomas McCloskey and Elisa Skora v. Bianchi et al.*, Skamania County Case No. 22-2-00081-30 ("the Lawsuit").

G. In consideration for Bianchi and Massey's stipulation to a judgment quieting title in a fee simple interest in McCloskey and Skora in the Burdened Property, free and clear of any right, title, claim, or easement interest in favor of the Dominant Properties, except for a limited easement that runs with the land; and McCloskey and Skora's agreement to allow the Dominant Properties to continue using the Sewer Lateral in its present condition and capacity, the parties wish to restrict the size and use of the Sewer Lateral.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, which covenants, terms, conditions, and restrictions shall be binding upon all the parties hereto and shall attach to and run with the benefitted and burdened parcels, and in consideration of the dismissal of the Lawsuit, the parties hereby agree as follows:

1. **Restrictive Covenant.** Except as otherwise stated herein, the size, capacity, and location of the portion of the Sewer Lateral traversing the Burdened Property shall not be expanded, modified, or otherwise changed.

2. **Maintenance Responsibilities.** Each of the parties to this agreement shall be responsible for one-third of the cost of maintenance, repair, and replacement of the Sewer Lateral covered by this agreement (Maintenance"). The parties shall conduct such Maintenance as soon as reasonably practicable to minimize any inconvenience to the owners of the Burdened Property and the Dominant Properties.

3. **Quality of Maintenance.** Burdened Property owners agree to maintain the Sewer Lateral within the bounds of the Burdened Property. Any work on the Sewer Lateral shall be approved and supervised by the Burdened Property owners. All maintenance must be performed (a) in accordance with applicable laws, regulations, and permits; (b) in a lien-free, professional, and safe manner; and (c) with due diligence at reasonable times and in a reasonable manner so as to minimize any disturbance to or interference with the residents of the Burdened Property and the Dominant Properties. Prior to commencing any work under this Agreement, the owner(s) and resident(s) of the Burdened Property and the Dominant Properties are to receive the following information: a description of the work to be done, the name or names of any contractors or subcontractors doing the work (including a contact person with telephone number) and the proposed work schedule. The selection of any contractor or other person performing maintenance, as well as the scope and quality of such work, shall be subject to the approval of the owner(s) of the Burdened Property and the Dominant Properties. Such approval shall not be unreasonably withheld. Immediately upon completion of the work, the owner(s) of the Burdened Property and the owner(s) of the Dominant Properties shall ensure restoration of any disturbed earth and sewer line improvements within or adjacent to the Burdened Property. Any damage caused by the work to any property located outside of the Burdened Property must be repaired to substantially the same condition as existed before the work. *Provided, However,* no excavation across the front of the Burdened Property will be allowed. If the Sewer Lateral fails in such a way that it is not repairable without such excavation, the owner(s) of the Burdened Property will pay one-third of the cost to connect to the City of Stevenson in a location where the two lots abut adjacent to Russell Avenue.

4. **Indemnification.** The owner(s) of the Burdened Property and the owner(s) of the Dominant Properties agree to indemnify, defend, and hold the other owner(s) harmless from and against any direct injury, loss, damage, or liability, costs or expenses (including reasonable attorneys' fees and court costs) resulting from its breach of this Agreement, except to the extent

attributable to the negligence or intentional act or omission of the owner(s) of the Burdened Property, the owner(s) of the Dominant Properties, or their agents.

5. **Liability Insurance Required.** The owner(s) of the Burdened Property and the owner(s) of the Dominant Properties and their successors, assigns, lessee's, renters, or others owning or occupying the properties shall at all times maintain a policy of liability insurance providing coverage for personal injury and property damage, including attorneys' fees, costs, and expenses related thereto, arising out of use or maintenance of the Sewer Lateral. The owner(s) shall produce to each other annually written proof of insurance as required by this agreement.

6. **Compensation.** In consideration for this Agreement, neither the owner(s) of the Burdened Property nor the owner(s) of the Dominant Properties shall pay any monetary compensation to the other owner(s).

7. **Transferability.** This Agreement shall run with the land until termination.

8. **Termination.** This Agreement shall automatically terminate under the following circumstances:

a) Additions, modifications, improvements, and/or changes to the Dominant Properties requiring the size or capacity of the Sewer Lateral to be expanded.

b) Changes to statutes(s); federal, state, and/or local regulations; or order of governmental or regulatory authority requiring the size and capacity of the Sewer Lateral to be expanded.

9. **Effect of Termination.** At such time as this Agreement terminates, the Dominant Properties shall thereafter be required to connect its sewer line directly to the City of Stevenson sewer system, or other public or private utility, without use of or access to the Burdened Property. Disconnecting the Sewer Lateral wholly on the Burdened Property would be the responsibility of the owners of the Burdened Property, along with any necessary property remediation associated therewith. Work performed wholly on the Dominant Properties and any necessary property remediation associated therewith shall be the responsibility of the owners of the Dominant Properties. Work bridging the two shall be shared by the owners of the Burdened Property paying one-third and the owners of the Dominant Properties paying one-third each.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.

11. **Lender Protection.** This Agreement and the rights, privileges, covenants and agreements hereunder with respect to the owner(s) of each property subject to this Agreement shall be superior and senior to any lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all of the covenants and restrictions, and other

provisions, terms, and conditions contained in this Agreement shall be binding upon and effective against any person or entity (including any mortgage or beneficiary under a deed of trust) who acquires title to any parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

12. **Amendment.** This Agreement may be amended in a recorded writing executed by the then owner(s) of the Burdened Property and Dominate Properties.

13. **Counterparts.** This Agreement may be signed in any number of counterparts, all of which together shall constitute one document.

14. **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Burdened Property or Dominate Properties is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction, and provision contained in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Burdened Property or the Dominate Properties.

15. **Effect of Invalidation.** Each covenant, condition, and restriction of this Agreement is intended to be, and shall be construed as, independent and severable from each other covenant, condition, and restriction. If any covenant, condition, or restriction of this Agreement is held to be invalid by any court, the invalidity of such covenant, condition, or restriction shall not affect the validity of the remaining covenants, conditions, and restrictions hereof.

16. **No Merger of Estate.** The covenants, conditions, restrictions, and easements granted herein shall not be extinguished or terminated by operation of the doctrine of merger or otherwise due the future common ownership of the properties herein described. This Agreement may only be terminated as provided in Section 8, or by written instrument executed by all the owners of said properties.

DATED THIS 7 day of April, 2025

  
Thom McCloskey

  
Elise Skora

County of Skamania )  
*Hood River*  
 SS.

Dated this 7 day of April, 2025.



Notary name printed or typed: BRAD RYHOLIC  
Notary Public in and for the State of Washington Oregon  
Residing at: HOOD RIVER  
My appointment expires: JUNE 13, 2026

DATED THIS 10<sup>TH</sup> day of APRIL, 2025

No. 21.

Robert A. Bianchi

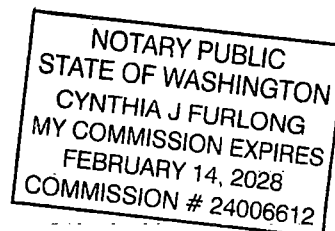
STATE OF WASHINGTON )

COUNTY OF KLICKITAT )

I certify that I know or have satisfactory evidence that Robert A. Bianchi 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 the uses and purposes mentioned in this instrument.

Dated this 11<sup>th</sup> day of April, 2025.

Cynthia J Furlong  
Notary name printed or typed: CYNTHIA J FURLONG  
Notary Public in and for the State of Washington  
Residing at: Goldendale  
My appointment expires: February 14, 2028





DATED THIS 9th day of APRIL, 2025

JoBeth Massey  
JoBeth Massey

STATE OF WASHINGTON )

ss.

COUNTY OF SKAMANIA )

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

Dated this 9th day of April, 2025.

Betty Whitney  
Notary name printed or typed: Betty Whitney  
Notary Public in and for the State of Washington  
Residing at: Steverson  
My appointment expires: 10-29-28



**Exhibit A:**

**A tract of land in the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:**

**Beginning at the Northeast corner of Block 8 of the Town of Stevenson Subdivision, recorded in Book A, Page 11; thence North 34 Degrees 30' West 81.2 feet along the Westerly side of Russel Street; which is True Point of Beginning; thence North 34 Degrees 30' West 64.00 feet; thence South 55 Degrees 30' West 100 feet; thence South 34 Degrees 30' East 64.0 feet; thence North 55 Degrees 30' East 100 feet to the True Point of Beginning.**

**MORE commonly known as: 17 SW Russell Avenue, Stevenson,  
WA 98648**



EXHIBIT B

A Tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast Corner of Block 8 of the TOWN OF STEVENSON, according to the Official Plat thereof on file and of record in the office of the County Auditor of Skamania County, Washington, thence South  $55^{\circ}30'$  West a distance of 266.5 feet; thence North  $25^{\circ}$  West a distance of 228.5 feet to the South line of the J. P. Gillette Tract, as more particularly described in Deed dated January 19, 1899, and recorded at Page 331 of Book 'F' of Deeds, records of Skamania County, Washington; thence East 14.5 feet; thence North 30 feet to the True Point of Beginning of this description; hence North to the South line of the public street known and designated as Vancouver Avenue; thence in a Northeasterly direction following the Southerly line of Vancouver Avenue to its point of intersection with the Westerly Right of Way line of Russell Street; thence Southeasterly along said Westerly Right of Way line to a point that is North  $34^{\circ}30'$  West a distance of 131.2 feet from the Northeast Corner of Block 8 of the TOWN OF STEVENSON; thence South  $55^{\circ}30'$  West a distance of 100 feet; thence South  $34^{\circ}30'$  East a distance of 25 feet; thence South  $55^{\circ}30'$  West a distance of 70.9 feet; thence South  $87^{\circ}56'$  West to the True Point of Beginning.

Except that portion conveyed to Preston Ash by instrument recorded in Book Z, Page 143, Skamania County Records.

**EXHIBIT C**

A tract of land in the Northeast quarter of the Northeast quarter Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Beginning at the Southeast corner of Block 8 of the Town of Stevenson, according to the official Plat thereof, on file and of record in the office of the Auditor of Skamania County; thence South  $55^{\circ}30'$  West 266.5 feet; thence North  $25^{\circ}$  West 228.5 feet to the South line of the J.P. Gillette Tract, as more particularly described in Deed dated January 19, 1899 and recorded at Page 331 of Book 'F' of Deeds, Records of Skamania County; thence East 14.5 feet; thence North 30 feet to the initial point of the tract hereby described; thence North to the South line of the Public Street known and designated as Vancouver Avenue; thence in a Southwesterly direction following the Southerly line of Vancouver Avenue to intersection with the West line of the Henry Shepard D.L.C.; thence South along the West line of said Shepard D.L.C. to a point which is North  $89^{\circ}15'$  West of the initial point; thence South  $89^{\circ}15'$  East 80 feet, more or less, to the initial point.

EXCEPT the West 3 feet thereof..

TOGETHER WITH: Beginning at a point North  $34^{\circ}30'$  West, 149.2 feet from the Southwest corner Block 8 of the plat of the Town of Stevenson; thence North  $55^{\circ}30'$  East 6.5 feet; thence North  $34^{\circ}30'$  East 75.0 feet; thence South  $55^{\circ}30'$  West 80.85 feet; thence North  $89^{\circ}15'$  West 43.81 feet to the initial point of the herein described tract; thence North  $89^{\circ}15'$  West, 61.45 feet to the West line of the Shepard D.L.C.; thence South along said D.L.C. line 20.25 feet; thence North  $72^{\circ}22'48''$  East 64.25 feet to the South line of the above described property; thence North  $89^{\circ}15'$  West along the South line of the above described property to the initial point.

EXCEPT the West 3 feet thereof..