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RETURN ADDRESS:

Urban Northwest Homes, LLC
1004 W. 13th Street #240
Vancouver, WA 98660

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Document: Deed for Permanent Easement
Grantor: Urban Northwest Homes, LLC, a Washington limited liability company
Grantee: William Thomas Kostich and Gina Marie Kostich, a married couple
Legal Desc.: Lots 14 and 15, URBAN POINTE (311-976) Sec 33-3-2 EWM
Serial Nos. 986046-922 and 986046-923

W9370

DEED FOR PERMANENT EASEMENT

Grantor: **URBAN NORTHWEST HOMES, LLC, a Washington limited liability company**
Site address: 10809 NE 102nd Avenue, Vancouver, Washington 98662
Record owner of Lot 15, URBAN POINTE, according to the plat thereof,
recorded in Volume 311 of Plats, Page 976, records of Clark County,
Washington, serial no. 986046-923.

Grantees: **WILLIAM THOMAS KOSTICH and GINA MARIE KOSTICH, a married couple**
Site address: 10805 NE 102nd Avenue, Vancouver, Washington 98662
Record owner of Lot 14, URBAN POINTE, according to the plat thereof,
recorded in Volume 311 of Plats, Page 976, records of Clark County,
Washington, serial no. 986046-922.

This document is being recorded as an accommodation.
Fidelity National Title maintains no responsibility
as to the effect or provisions of this document.

1. Easement for Pedestrian access, landscaping and maintenance

For valuable consideration, Grantor, being the record owner of Lot 15, URBAN POINTE, according to the plat thereof, recorded in Volume 311 of Plats, Page 976, records of Clark County, Washington, serial no. 986046-923, does hereby grant to Grantees, their heirs, successors and assigns a perpetual, irrevocable, non-exclusive easement for the purpose pedestrian access, landscaping and maintenance over, under and across a portion of over, under and across and thereby burden the following described parcel:

A. A portion of Lot 15, URBAN POINTE, according to the plat thereof, recorded in Volume 311 of Plats, Page 976, records of Clark County, Washington, serial no. 986046-923, as described an shown on Exhibits "A" and "B" attached hereto.

2. STATEMENT OF PURPOSE:

The easement established by this instrument shall be for the use and benefit of the following parcel:

A. Lot 14, URBAN POINTE, according to the plat thereof, recorded in Volume 311 of Plats, Page 976, records of Clark County, Washington, serial no. 986046-922.

3. TYPE OF EASEMENT:

The easement described above shall be non-exclusive, perpetual, and irrevocable.

4. GENERAL RESTRICTIONS ON USE OF EASEMENT:

Structures shall not be located within the easement. No storage of materials, including but not limited to storage of flammable materials shall be allowed in the easement area. Other utilities shall not be located within the easements without the written consent of the grantor.

5. MAINTENANCE:

Owners of the benefited parcel, its successors and assigns shall be responsible for maintenance of the easement area and shall maintain the area in a good condition and shall be solely responsible for any blockage of the easement not caused by the Grantor. Owners of the benefited parcel shall not restrict the grantor, its successors and assigns from entering the easement area to perform maintenance services.

6. INDEMNIFICATION:

Owners of the benefited parcel, its successors and assigns do hereby agree to hold harmless the Grantor, its successors, and assigns from any claim of liability or otherwise arising out of their use or their invitees' use of the easement described above. Grantor does hereby bind itself and its successors and assigns to warrant and forever defend the easement created hereunder unto Grantees, their successors and assigns.

7. BINDING EFFECT ON SUCCESSOR INTERESTS:

The terms, conditions and provisions of this agreement shall extend to, and be binding upon and inure to the benefit of the heirs, personal representatives, and assigns of the parties.

9. LAW GOVERNING THIS DEED:

This Deed shall be governed, construed, and interpreted in accordance with the laws of the State of Washington. The venue of any action brought under this Agreement shall be Clark County, Washington.

10. ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations of each party to this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification reduced to writing and signed by the party to be charged therewith.

THE REMAINDER OF THIS PAGE INTENTIONALL LEFT BLANK

Dated this 8th day of April, 2021.

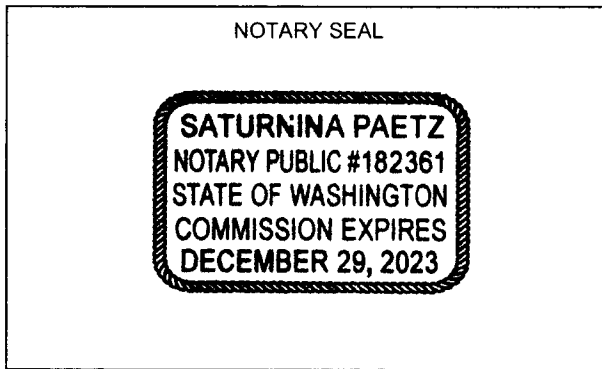
URBAN NORTHWEST HOMES, LLC, a Washington limited liability company

By: [Signature]
Title: member

STATE OF WASHINGTON)
) :ss
County of CLARK)

I certify that I know or have satisfactory evidence that Troy Johns is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the member of Urban Northwest Homes, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 8 April, 2021 [Signature]
Notary name printed or typed: Saturnina Paetz
Notary Public in and for the State of Washington
Residing at Woodland
My appointment expires: 12/29/23



William Thomas Kostich

William Thomas Kostich

Gina Marie Kostich

Gina Marie Kostich

STATE OF WASHINGTON
COUNTY OF CLARK

ss.

I certify that I know or have satisfactory evidence that William Thomas Kostich and Gina Marie Kostich is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: April 2, 2021

Katelyn Brennan

Notary name printed or typed: Katelyn Brennan
Notary Public in and for the State of WA
Residing at Ridgefield
My appointment expires: 2/11/24

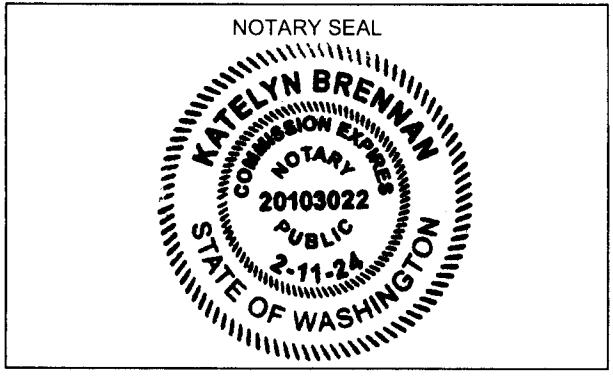


EXHIBIT “A”

Legal Description of easement granted to Kostich

Portion of Lot 15, URBAN POINTE (311-976) serial no. 986046-923 Sec 33-3-2 EWM:

The West 4.0' of the South 42.00' of Lot 15, URBAN POINTE, according to the plat thereof, recorded in Volume 311 of Plats, page 976, records of Clark County, Washington.