

Amended Short Plat Application ASP 94-98

Return to:
Stevens County Planning Department

Auditor File #: 2017 0000039

Recorded at the request of:

LAND SERVICES /STEVENS COUNTY

on 01/04/2017 at 13:18

Total of 3 page(s) Paid: \$ 139.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

AALLEN

LOT CERTIFICATION
AMENDED SHORT PLAT APPLICATION NO. ASP 94-98
STATE OF WASHINGTON, COUNTY OF STEVENS
Section 21, Township 36 North, Range 38 East, W.M.

Owner:

DANE B. WARNER, a single person

Legal Description of Property:

Lots SP 94-98-1, 94-98-2, 94-98-3 and 94-98-4 described as that portion of the Northwest quarter of the Northwest quarter, lying South of the right of way of Primary State Highway No. 3, in Section 21, Township 36 North, Range 38 East, W.M., in Stevens County, Washington.

Tax Parcel Numbers: 1928451, 1928455, 1928460 and 1928465

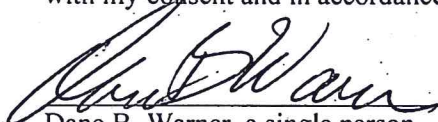
THIS DOCUMENT HEREBY AMENDS THE RESTRICTIONS FOR SHORT PLAT SP 94-98, AS RECORDED ON FEBRUARY 3RD, 2000, IN VOLUME 244, PAGE 2330, UNDER AUDITOR'S FILE NUMBER 2000 0001117.

Amended Restrictions:

- 1) No tract or lot shall be further divided for sale or lease without the prior authorization from the Plat Administrator.
- 2) Prior to construction, placement or development of any living quarters, wellsite or roadway within this plat, a permit to install an individual sewage disposal system shall be secured from the Northeast Tri-County Health District.
- 3) This plat has been reviewed by the Northeast Tri-County Health District for the use of on-site sewage disposal systems in accordance with regulations in effect at the time the plat application was received. Unless stated otherwise, approval of this plat does not warrant or imply the issuance of a permit to install any specific type of on-site sewage disposal system. Permits for on-site sewage disposal systems will be issued based upon requirements of regulations in effect at the time the permit application is submitted.
- 4) Prior to construction, placement or development of any structures within this plat, a permit shall be secured from the Stevens County Building Department.
- 5) Prior to the issuance of a building permit for occupied structures, proof of adequate (quantity) and potable (quality) water is required. Water source development should allow for a 100-foot radius around the supply, within the lot boundaries, as a protection from potential sources of contamination.

Owner's Certificate:

I, the undersigned, do hereby acknowledge that this plat amendment, as described hereon, has been made with my consent and in accordance with my desires.

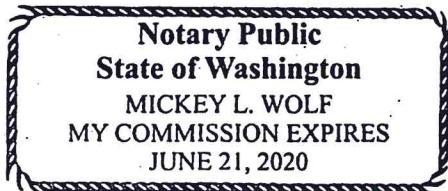


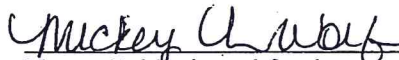
 Dane B. Warner, a single person

Acknowledgements:

STATE OF WASHINGTON)
) SS
 COUNTY OF STEVENS)

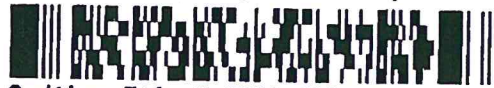
On this 3RD day of January, 2017, before me, the undersigned, a Notary Public for said county and state, personally appeared, **DANE B. WARNER**, known to me to be the person whose name is subscribed to this document and acknowledge that he executed the same as his free and voluntary act and deed.





 Notary Public in and for the
 State of Washington
 Residing at Stevens County
 My Commission expires 06.21.2020

Return Address:
Avista Corporation
Real Estate Department MSC-25
P.O. Box 3727
Spokane, Washington 99220-3727



Auditor File #: 2023-0002686

Recorded at the request of:
AVISTA CORPORATION

05/11/2023 11:17 AM Pages: 1 of 4
Fees: \$208.50

Stevens County Washington
Lori Larsen Auditor
m)

Real Estate Excise Tax
Aff. # Easement
Date 5-11-2023
Paid Exempt

UTILITY RIGHT OF WAY EASEMENT

In consideration of the mutual promises herein **DANE WARNER**, an unmarried person, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a perpetual non-exclusive easement on, over, under, along and across real property identified as Assessor Parcel(s) #1928451, 1928455, 1928460, and 1928465, located in the Northwest Quarter of Section 21, Township 36 North, Range 38 East, W.M., Stevens County, State of Washington, legally described in **EXHIBIT "A"** on page 3, (the "Property"), and by this reference is incorporated into this easement.

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove and replace underground electric line(s) and/or communication lines together with all related appurtenances ("Facilities") on, over, under, along and across the Property. The easement shall be 15 feet wide, 7.5 feet on either side of the facilities as constructed, the approximate location of which is shown on the attached map marked **EXHIBIT "B"** (the "Easement Area"), and by this reference is incorporated into this easement.

2. **ACCESS.** Grantor grants to Grantee a right of ingress, egress and access over and across the Property and Grantor's adjoining property for the purpose stated above, provided that Grantee shall repair damage or compensate Grantor for damage caused by Grantee's activities.

3. **CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any brush, branches, landscaping and trees, including danger trees, within the Easement Area, the Property and on Grantor's adjoining property that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's Facilities or that could interfere with the exercise of Grantee's rights as granted herein.

4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to use and enjoy the Property, to the extent that such use does not conflict or interfere with the Grantee's rights herein. Grantor shall not construct, place or maintain any building, structure, fence or landscaping within the Easement Area that may interfere with Grantee's rights or with the safe operation of the Facilities or that are not in compliance with all safety and building codes, regulations and laws.

5. **INDEMNITY.** Grantee agrees to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee's negligence or willful misconduct in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests and invitees or any other person.

6. **GRANTOR'S WARRANTY.** Grantor warrants and represents that Grantor has the unrestricted right to grant this easement and the rights described here.

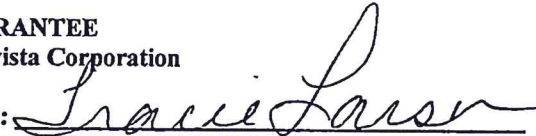
7. SUCCESSORS AND ASSIGNS. The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this 6 day of April, 2023.

GRANTOR(S)


DANE WARNER

GRANTEE
Avista Corporation

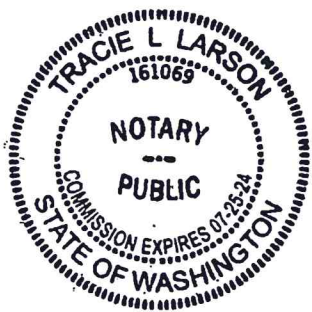
By: 
TRACIE LARSON

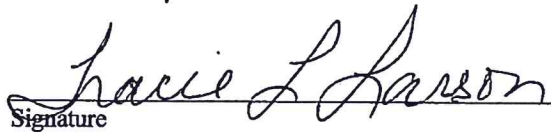
Its: REAL ESTATE REPRESENTATIVE

STATE OF WASHINGTON)
) ss.
COUNTY OF STEVENS)

On this day personally appeared before me, **DANE WARNER**, the individual described in and who executed the within and forgoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of April, 2023.




Signature

Tracie L. Larson
Print Name

Notary Public for the State of Washington

Residing at Colville

My Commission expires 7-25-24

EXHIBIT "A"

"Legal Description of the Property"

Stevens County Parcel No.: 1928465

Lot SP 94-98-1: The West half of the West half of the Northwest quarter of the Northwest quarter of Section 21, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, lying South of the right of way for Primary State Highway No. 3.

TOGETHER WITH and SUBJECT TO the 60 foot Easement and the 60 foot appurtenant easement reserved and granted in Real Estate Contract recorded on June 15, 1992, in Volume 195, page 2826, under Auditor's File Number 9206291 and re-recorded on July 6, 1992, in Volume 160, page 1281, under Auditor's File Number 9207126 and amended in Clarification of Easement recorded January 20, 2000, in Volume 244, page 1186, under Auditor's File Number 2000 0000702.

Stevens County Parcel No.: 1928460

Lot SP 94-98-2: The East half of the West half of the Northwest quarter of the Northwest quarter of Section 21, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, lying South of the right of way for Primary State Highway No. 3.

TOGETHER WITH and SUBJECT TO the 60 foot Easement and the 60 foot appurtenant easement reserved and granted in Real Estate Contract recorded on June 15, 1992, in Volume 195, page 2826, under Auditor's File Number 9206291 and re-recorded on July 6, 1992, in Volume 160, page 1281, under Auditor's File Number 9207126 and amended in Clarification of Easement recorded January 20, 2000, in Volume 244, page 1186, under Auditor's File Number 2000 0000702.

Stevens County Parcel No.: 1928455

Lot SP 94-98-3: The West half of the East half of the Northwest quarter of the Northwest quarter of Section 21, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, lying South of the right of way for Primary State Highway No. 3.

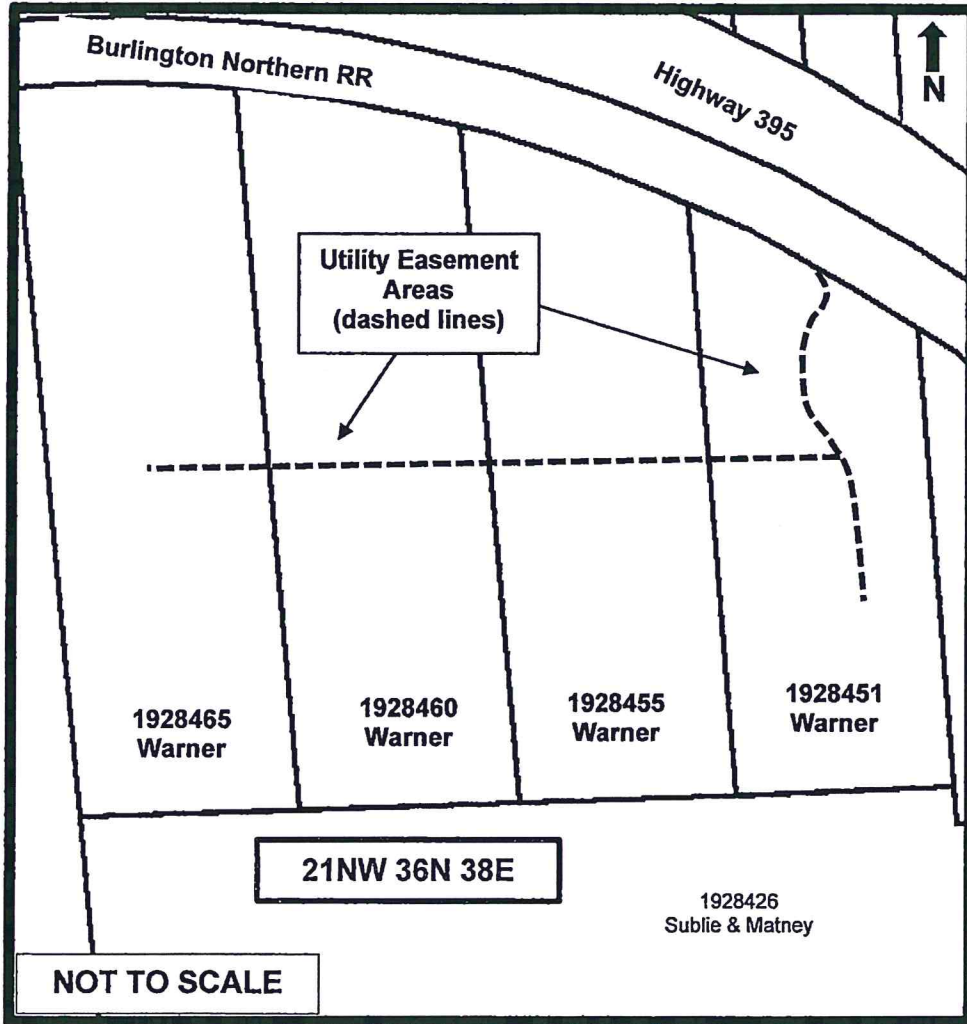
TOGETHER WITH and SUBJECT TO the 60 foot Easement and the 60 foot appurtenant easement reserved and granted in Real Estate Contract recorded on June 15, 1992, in Volume 195, page 2826, under Auditor's File Number 9206291 and re-recorded on July 6, 1992, in Volume 160, page 1281, under Auditor's File Number 9207126 and amended in Clarification of Easement recorded January 20, 2000, in Volume 244, page 1186, under Auditor's File Number 2000 0000702.

Stevens County Parcel No.: 1928451

Lot SP 94-98-4: The East half of the East half of the Northwest quarter of the Northwest quarter of Section 21, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, lying South of the right of way for Primary State Highway No. 3.

TOGETHER WITH and SUBJECT TO the 60 foot Easement and the 60 foot appurtenant easement reserved and granted in Real Estate Contract recorded on June 15, 1992, in Volume 195, page 2826, under Auditor's File Number 9206291 and re-recorded on July 6, 1992, in Volume 160, page 1281, under Auditor's File Number 9207126 and amended in Clarification of Easement recorded January 20, 2000, in Volume 244, page 1186, under Auditor's File Number 2000 0000702.

EXHIBIT "B"
The Easement Area



Recorded by:
Stevens County Title Company



Auditor File #: 2023-0005423

Recorded at the request of:
STEVENS COUNTY TITLE

08/31/2023 12:35 PM Pages: 1 of 4
Fees: \$206.50

Stevens County Washington
Lori Larsen Auditor

mj

AFTER RECORDING RETURN TO:
Stevens County Title & Escrow

PO Box 349

Colville, WA 99114

Parcel Nos. 1928451, 1928455, 1928460 & 1928465
Lots 1-4, SP 94-98 in NW ¼ 21-36-38

① File: 23-30024

EASEMENT GRANT AND DEDICATION

THE GRANTOR, DANE B. WARNER, who acquired title as DANE WARNER, a single person, his heirs, successors and assigns, for and in consideration of the mutual benefits and detriments to be derived herefrom dedicates, conveys, and grants to the OWNERS and to the FUTURE OWNERS of the real property herein described, their heirs, successors and assigns, **GRANTEES**, a perpetual, non-exclusive easement for ingress and egress, thirty feet (30') in width, fifteen feet (15') each side of the centerline of the existing road along the North Line of the below-described Lots 2, 3 and 4 of Short Plat No. 94-98, commencing at the Northeast corner of Lot 4 of said Short Plat No. 94-98, and continuing Westerly to the Northeast corner of Lot 1 of said Short Plat No. 94-98, an illustration of which is attached hereto as Exhibit "A" and by this reference made a part hereof. The burdened and benefitted properties are located in Stevens County, Washington, and legally described as follows:

Burdened Parcel

Tax Parcel No. 1928451:

Lot 4 of Short Plat No. SP 94-98, located in the NW ¼ of Section 21, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, according to Plat thereof recorded February 3, 2000, under Auditor's File No. 2000001117.

EXCEPT any portion lying within the Burlington Northern and Santa Fe Railway Right of way.

Burdened and Benefitted Parcel

Tax Parcel No. 1928455

Lot 3 of Short Plat No. SP 94-98, located in the NW ¼ of Section 21, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, according to Plat thereof recorded February 3, 2000, under Auditor's File No. 2000001117.

EXCEPT any portion lying within the Burlington Northern and Santa Fe Railway Right of way.

Real Estate Excise Tax
Aff. # Easement
Date 8/31/23
Paid Exempt

Burdened and Benefitted Parcel

Tax Parcel No. 1928460

Lot 2 of Short Plat No. SP 94-98, located in the NW ¼ of Section 21, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, according to Plat thereof recorded February 3, 2000, under Auditor's File No. 2000001117.

EXCEPT any portion lying within the Burlington Northern and Santa Fe Railway Right of way.

Benefitted Parcel

Tax Parcel No. 1928465

Lot 1 of Short Plat No. SP 94-98, located in the NW ¼ of Section 21, Township 36 North, Range 38 East, W.M., in Stevens County, Washington, according to Plat thereof recorded February 3, 2000, under Auditor's File No. 2000001117.

EXCEPT any portion lying within the Burlington Northern and Santa Fe Railway Right of way.

1. This grant and dedication is made subject to the following terms, provisions and conditions:
 - (a) Grantor hereby terminates all rights to that certain Easement dated June 2, 1992 and recorded June 15, 1992 under Auditor's File No. 9206291 and re-recorded under Auditor's File No. 927126; and Clarification of Easement dated January 8, 2000 and recorded January 20, 2000 under Auditor's File No. 20000000702, as to Lots 2, 3 and 4 of the above-described Short Plat No. 94-98. Said Easement and Clarification of Easement are hereby reserved for the benefit of Lot 1 of the above-described Short Plat No. 94-98.
 - (b) The costs of road maintenance shall be allocated on the basis of the respective uses of the road by the using parties. Any property owner granted easement rights herein may voluntarily elect to maintain, construct, repair or improve the Easement Road as they see fit, including grading, grading, ditching, culverting and removing snow from the Easement Road, and may elect to pay all costs therein without contribution from the remaining property owners. If any property owner elects to maintain, construct, repair or improve the Easement Road and wishes to have the costs shared by the other property owners, such property owners must be notified in advance in writing of the intended maintenance or improvement, and a request with the exact amount of the contribution costs requested to be paid by all owners. All costs must be agreed to by each paying party in writing prior to any work being done, including, but not limited to, snow removal.
 - (c) The nature of the work contemplated by this agreement is periodic grading, grading, cleaning, snow removal, opening and establishing culverts or ditches for appropriate drainage, necessary to maintain a year-round road. The scope of the work contemplated herein does not include substantial road improvements of a more permanent or expensive nature such as paving, curbs, gutters or sidewalks. The cost of any such maintenance shall be borne by each lot owner in proportion to their usage of the roadway; e.g., the number of lot owners who use the roadway shall share equally on a declining basis such that no lot owner shall be obligated to share in the cost of maintenance of the roadway and utilities beyond that portion of their property that is necessary for the use and enjoyment of their property, subject to the terms and conditions set forth in paragraph (a) above.
 - (d) In the event that any owner causes unusual or extraordinary wear or damage to the Easement Road, the parties so using or permitting such use shall perform or cause to be performed, or shall contribute or cause to be contributed the share of maintenance and repair occasioned by such use of the road, and shall restore the roadway to its condition prior to such extraordinary use.

(e) The parties herein shall prohibit commercial use of said road unless provisions have been made by the commercial users to bear the proportionate maintenance costs of such commercial use. The easement granted herein is subject to the following reservations by the parties, for themselves, their permittees, assigns and successors in interest:

(f) The parties shall have the right to cross and recross the premises and the road at any place along said road by any reasonable means and for any purpose and in such manner as will not unreasonably interfere with any other parties' use of said road.

(g) In exercising the rights herein granted, the parties may cut and remove brush, trees, and other obstructions within the easement granted herein which, in the opinion of any party, interfere with the ordinary use of said Easement.

(h) If any property owner shall bring suit to enforce any provision or provisions of this Agreement, the court shall have the right to grant reasonable attorney fees and assess reasonable costs against the person or persons violating the terms of this Agreement. Venue for any such suit shall be Stevens County, Washington.

DATED this 31 day of August, 2023.

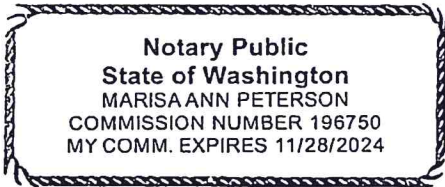


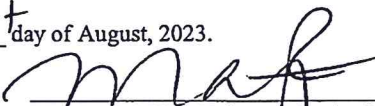
DANE B. WARNER

STATE OF WASHINGTON }
 } ss.
COUNTY OF STEVENS }

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DANE B. WARNER, a single person, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

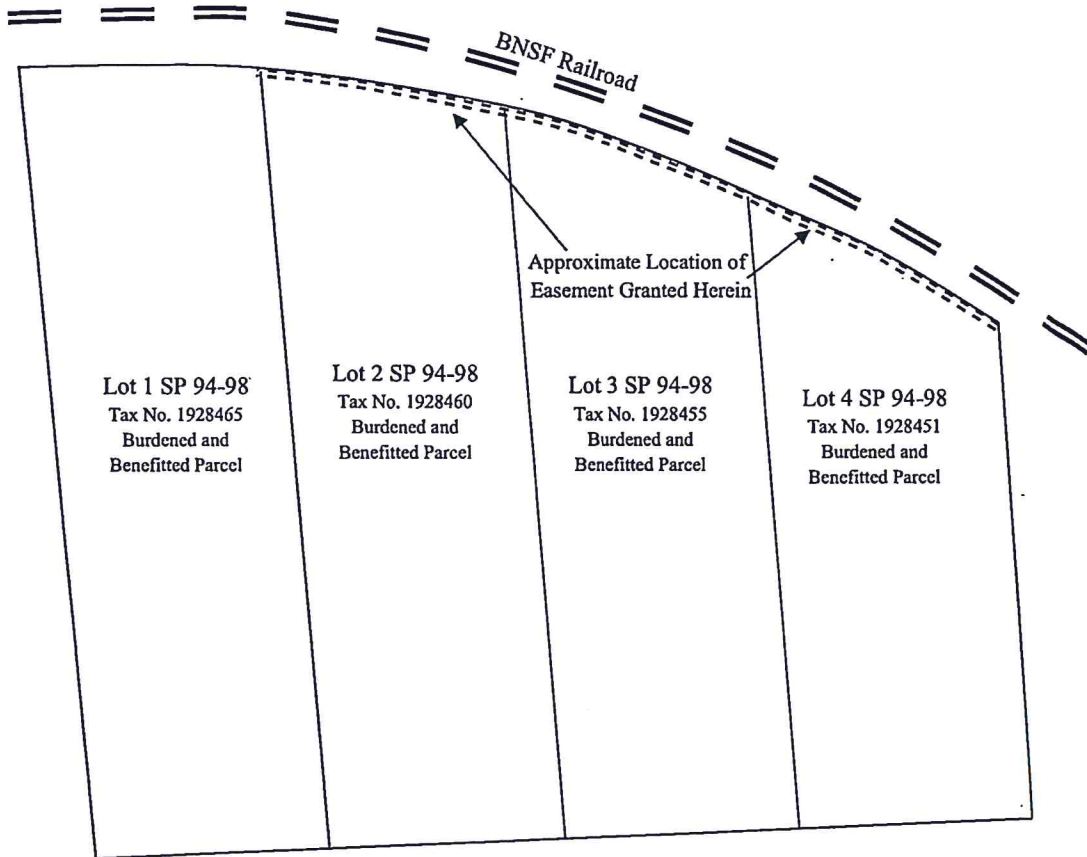
GIVEN under my hand and official seal this 31st day of August, 2023.





NOTARY PUBLIC in and for the State of
Washington, residing at Stevens County
My Appointment Expires: 11-28-2024

EXHIBIT "A"
In the NW ¼ of Section 21, Township 36 N., Range 38 EWM



== == BNSF Railroad
----- Approximate Location of
Easement Granted Herein

This sketch is furnished for your information only to indicate the approximate location of the Easement described in the foregoing instrument.

