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Jan Elliot
6231 NE 137th St
Kirkland WA 98034

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY K. BOSTON
DATE 10-24-03

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NWT 03101821

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DOCUMENT TITLE: DECLARATION OF NONEXCLUSIVE EASEMENT FOR UTILITIES,
INGRESS AND EGRESS

GRANTOR: DARREL J. STORKSON AND MARJORIE STORKSON, husband and wife,
and DAVID G. HUDSON and DONNA HUDSON, husband and wife, and IAN
ELLIOT and SANDRA J. ELLIOT, husband and wife

GRANTEE: DARREL J. STORKSON AND MARJORIE STORKSON, husband and wife,
and DAVID G. HUDSON and DONNA HUDSON, husband and wife, and IAN
ELLIOT and SANDRA J. ELLIOT, husband and wife

LEGAL DESCRIPTION: Parcels D1, D2, D3, D4, 5E, 5F and 5G, Book 24 of Surveys, Page 23, portion
of Section 2, Township 17 North, Range 18 East, and Section 35, Township 18
North, Range 17 East, W.M.

ASSESSOR'S TAX
PARCEL NUMBERS: 18-17-35040-0005; 17-17-02000-0002; 17-17-02000-0019; 17-17-02000-0018

DECLARATION OF NONEXCLUSIVE EASEMENT FOR UTILITIES, INGRESS AND EGRESS

THIS DECLARATION OF NONEXCLUSIVE EASEMENT FOR UTILITIES, INGRESS AND EGRESS
(hereinafter referred to as the "Declaration") is made, declared and established this 14 day of
October, 2003, by DARREL J. STORKSON AND MARJORIE STORKSON, husband and wife,
and DAVID G. HUDSON and DONNA HUDSON, husband and wife, and IAN ELLIOT and SANDRA J. ELLIOT,
husband and wife, (hereinafter referred to as "Grantors"), and DARREL J. STORKSON AND MARJORIE
STORKSON, husband and wife, and DAVID G. HUDSON and DONNA HUDSON, husband and wife, and IAN
ELLIOT and SANDRA J. ELLIOT, husband and wife, (hereinafter referred to as "Grantees").

WHEREAS, Grantors own the following described real property situated in Kittitas County, Washington:

Lots 5E, 5F, and 5G of that certain Survey recorded in Book 24 of Surveys, pages 155-158 under Auditor's
file number 199910080039 records of Kittitas County, Washington; being a portion of the South Half of
Section 35, Township 18 North, Range 17 East and a portion of the North Half of Section 2, Township 17
North, Range 17 East, W.M., all in the County of Kittitas, State of Washington

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.
Attorneys at Law
PO Box 1088/201 West 7th Avenue
Ellensburg, WA 98926
Fax (509) 962-8093
Tel (509) 925-6916

and

Lots D1, D2, D3 and D4 of that certain High Ranch Short Plat recorded in Book G of Short Plats, page 92, under Auditor's file number 200309170014 records of Kittitas County, Washington; being a portion of Lot 5D of that certain survey recorded in Book 24 of Surveys, pages 155-158 under Auditor's file number 199910080039 records of Kittitas County, Washington; being a portion of the South Half of Section 35, Township 18 North, Range 17 East and a portion of the North Half of Section 2, Township 17 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington

(hereinafter collectively referred to as the "Property").

WHEREAS, Grantors desire to establish a nonexclusive easement and right of way for utilities, ingress and egress over and across the Property.

NOW, THEREFORE, for and in consideration of the Declaration benefits contained and derived hereunder, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, Grantors, for the benefit of Grantees and their respective successors in interest and assigns, do hereby grant, declare, reserve, and establish the following:

1. EASEMENT

1.1 Location of Easement. Grantors hereby grant, declare, reserve, and establish a nonexclusive, perpetual easement and right of way over, across, and under Easement Q as described and/or delineated on that certain Survey as recorded in Book 24 of Surveys, pages 155-158 under Auditor's file number 199910080039 records of Kittitas County, Washington; being a portion of the South Half of Section 35, Township 18 North, Range 17 East and a portion of the North Half of Section 2, Township 17 North, Range 17 East, W.M., all in the County of Kittitas, State of Washington (hereinafter the "Easement").

1.2 Burden and Benefit. The Easement shall burden and benefit the Property as legally described hereinabove. (The "burdened" and "benefited" parcels).

1.3 Use. The Easement is to be used by the benefited parcels and their successors and assigns, and their respective lessees, sublessee, tenants, subtenants, business invitees, employees, and agents for the purposes of ingress and egress and access to their respective Parcels. As used herein, the word "access" shall mean and include the right of ingress and egress by vehicle and/or pedestrian traffic. The Easement may also be used by owners of the benefited property for the purposes of constructing, maintaining, repairing, and operating underground utilities and irrigation water conveyance systems under and across such easement area for the benefit of the benefited property. Notwithstanding anything contained herein to the contrary, the owner of each Parcel shall be fully responsible for and shall promptly pay all real estate taxes and assessments, whether special or general, which relate to the fee ownership of any portion of an Easement on their Parcel.

1.4 Maintenance of the Surface of the Easement. If and when the owner of a Parcel utilizes the Easement, either for the construction of a building or for the extension of utilities to a Parcel and any time the owner of a Parcel enlarges or improves the Easement for any reason, such Owner necessitating the construction, enlargement or improvement shall return the surface area of the Easement to the condition it was in, prior to the disturbance of the surface (excluding an improved road surface). The cost of returning the surface to its prior condition shall be the sole and separate responsibility and obligation of the Parcel Owner desiring or necessitating the activity which resulted in the deterioration of the surface.

2. INDEMNIFICATION.

2.1 Grantors, so long as they own or have any interest in any of the parcels, and their successors and assigns, as Parcel owners, respectively agree to indemnify and hold the Parcel owners harmless from and against any claim, cause of action, or other assertions of liability, including attorney fees and costs, arising as a result of their negligence or intentional acts or omissions or the negligent or intentional act or omission of their authorized agents, employees, or contractors relating to or arising out of the use of the easement described herein. Notwithstanding the indemnity provisions of this section, in the event of the concurrent negligence of any party hereto, their successor, and/or their agents, employees, or contractors which concurrent negligence results in injury or damage to persons or property and relates to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of the property or easement described herein, each such party's obligation to indemnify the other shall be limited to the extent of such party's own negligence, and that of its agents', employees', or contractors' damage.

3. EMINENT DOMAIN.

3.1 If the Easement, or any part thereof, is taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be wholly payable to the fee owner of the portion of the easement area which is taken. If all or any part of the easement area is taken, this Declaration shall terminate with respect to the portion so taken and the obligations hereunder of the then owners of the easement area shall automatically cease and terminate when possession is transferred to the condemning agency with respect to any portion of the easement area so condemned.

4. EASEMENT RUNS WITH THE LAND.

4.1 The Easement granted herein, the restrictions established herein, and the covenants on the part of the parties hereto shall run with the Property and shall bind and be obligatory upon the parties hereto and their respective successors and assigns, tenants, subtenants, licensees, invitees; provided, that anything hereunder to the contrary, not withstanding, no rights in or to the general public are created hereby.

5. LEGAL EXPENSES.

5.1 If any party is required to bring or maintain any action (including assertion or any counterclaim or cross claim, or claim in a proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this Declaration to an attorney for the enforcement in any of the covenants, conditions, or restrictions, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.

6. TITLES AND HEADINGS.

6.1 Titles and headings are for descriptive purposes only and do not control or alter the meaning of this agreement or any provision thereunder as set forth herein.

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DARREL J. STORKSON

MARJORIE STORKSON

DAVID G. HUDSON

DONNA HUDSON

[Signature]
IAN ELLIOT

[Signature]
SANDRA J. ELLIOT

STATE OF WASHINGTON)
County of Kittitas) ss.

This is to certify that, on this _____ day of _____, 2003, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared DARREL J. STORKSON AND MARJORIE STORKSON, and said individuals acknowledged that they executed the within and foregoing instrument as their free and voluntary act for the uses and purposes mentioned in the instrument and on oath stated that they are authorized to sign the same..

Dated: _____

Printed Name: _____
Notary Public in and for the State of Washington
My Commission Expires: _____

STATE OF WASHINGTON)
County of Kittitas) ss.

This is to certify that, on this _____ day of _____, 2003, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID G. HUDSON and DONNA HUDSON, and said individuals acknowledged that they executed the within and foregoing instrument as their free and voluntary act for the uses and purposes mentioned in the instrument and on oath stated that they are authorized to sign the same..

Dated: _____

Printed Name: _____
Notary Public in and for the State of Washington
My Commission Expires: _____

STATE OF WASHINGTON)

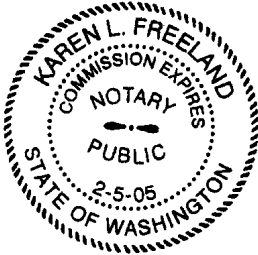
County of Kittitas)

) ss.
)

This is to certify that, on this 15 day of Oct, 2003, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared IAN ELLIOT and SANDRA J. ELLIOT, and said individuals acknowledged that they executed the within and foregoing instrument as their free and voluntary act for the uses and purposes mentioned in the instrument and on oath stated that they are authorized to sign the same..

Dated: Oct 15 2003

Karen L. Freeland
Printed Name: Karen L. Freeland
Notary Public in and for the State of Washington
My Commission Expires: 2/5/05



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Darrel J. Storkson
DARREL J. STORKSON

Marjorie Storkson
MARJORIE STORKSON

David G. Hudson
DAVID G. HUDSON

Donna Hudson
DONNA HUDSON

IAN ELLIOT

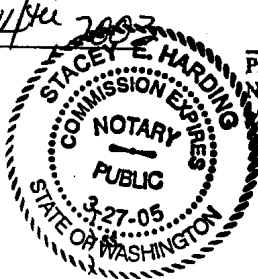
SANDRA J. ELLIOT

STATE OF WASHINGTON

County of Kittitas

This is to certify that, on this 14th day of October, 2003, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared DARREL J. STORKSON AND MARJORIE STORKSON, and said individuals acknowledged that they executed the within and foregoing instrument as their free and voluntary act for the uses and purposes mentioned in the instrument and on oath stated that they are authorized to sign the same..

Dated: October 14th 2003



Stacey E. Harding
Printed Name: STACEY E. HARDING
Notary Public in and for the State of Washington
My Commission Expires: 3-27-05

STATE OF WASHINGTON

County of Kittitas

This is to certify that, on this 16th day of October, 2003, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID G. HUDSON and DONNA HUDSON, and said individuals acknowledged that they executed the within and foregoing instrument as their free and voluntary act for the uses and purposes mentioned in the instrument and on oath stated that they are authorized to sign the same..

Dated: October 16th 2003



Stacey E. Harding
Printed Name: STACEY E. HARDING
Notary Public in and for the State of Washington
My Commission Expires: 3-27-05