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BOOK 130 PAGE 299

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REAL ESTATE EXCISE TAXFILED FOR RECORD
SKAMANIA CO. WASH.
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V. Salvesen

SKAMANIA COUNTY TREASURER

GARY L. NELSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 17th day of AUGUST, 1992, by and between SKAMANIA COUNTY, a municipal corporation of the State of WASHINGTON (hereinafter "Grantor"), and the CITY OF STEVENSON, a municipal corporation of the State of WASHINGTON (hereinafter "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain land situated in Skamania County on, over, under and across which the Grantee will install a wastewater outfall line, commonly known as the Stevenson Wastewater Outfall Line; and

WHEREAS, Grantee desires to obtain a permanent easement for the purpose of installing, maintaining and operating said wastewater outfall line.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement on, over, under and across a parcel of property in the Northwest quarter of section 1, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, being the portion of that parcel of property described as Tract "A" below which lies within that parcel of property described as Tract "B" below:

Registered
Indexed, via
Indirect
Filed 9/1/92
Mailed

TRACT "A"

A parcel of property being 20.00 feet wide, lying 10.00 feet on each side of the following described center line:

COMMENCING at the Northwest corner of said Section 1;

THENCE South 89° 19' 21" East along the North line of said Section 1, a distance of 1,809.37 feet;

THENCE South 00° 40' 39" West leaving said North line at right angles 486.53 feet to the centerline of a 15" sanitary sewer line, said point being the True Point of Beginning;

THENCE South 37° 25' 58" East along said sanitary sewer line 351.92 feet;

THENCE South 29° 34' 24" East along said 15" sanitary sewer line 494.94 feet to a point hereinafter described as point "A";

ALSO a parcel of property being 30.00 feet wide lying 15.00 feet on each side of the following described centerline:

BEGINNING at aforementioned Point "A";

THENCE South 43° 33' 47" East along said 15" sanitary sewer line 643.45 feet;

THENCE South 17° 49' 03" East along said 15" sanitary sewer line 75.19 feet;

THENCE South 35° 00' 03" East along said 15" sanitary sewer line 954.50 feet to the terminus of said sewer line.

Glenda J. Kuttel, Skamania County Auditor
By: *Gl* Parcel # 2-7-1-1-120

The sidelines of the above described parcel shall be lengthened or shortened to intersect each other.

TRACT "B"
Skamania County Property
Parcel I

That parcel of property located in Skamania County, Washington, described as follows:

BEGINNING at a point 300' West of the Southeast corner of Lot 8, Section 1, Township 2 North, Range 7 East of the Willamette Meridian;

THENCE North to a point 560' Southerly, when measured at right angles to the centerline of County Road (formerly State Road 8);

THENCE North 63° 24' East parallel to and 560 feet from the centerline of said road to the centerline of Rock Creek;

THENCE North on the centerline of Rock Creek to the centerline of said road;

THENCE westerly along the centerline of County Road to a point North of the **POINT OF BEGINNING**;

THENCE South to the **POINT OF BEGINNING**.

TRACT "B"
Skamania County Property
Parcel II

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

BEGINNING at a point 300 feet West of the Southeast corner of Government Lot 8 of the said Section 1;

THENCE North to a point 560 feet Southerly, when measured at a right angle of the centerline of that certain County Road formerly designated as State Highway No. 8;

THENCE North 63° 24' East, parallel to and 560 feet distance from, when measured at a right angle to the centerline of the said road to its intersection with the center of Rock Creek;

THENCE Southerly along the center of Rock Creek to its intersection with the quarter section line running North and South through the center of the said Section 1;

THENCE South along said quarter section line to its intersection with the South line of Government Lot 7 and Government Lot 8 of Section 1;

THENCE Westerly along the South line of Government Lot 7 and Government Lot 8 of Section 1 to the **POINT OF BEGINNING**.

SUBJECT to a flowage easement granted to the United States of America.

2. Grantee, its agents, successors, assigns, independent contractors and invitees shall use the easement area described above for the construction, installation, maintenance, repair and operation of said wastewater outfall line. Grantee shall be allowed to use the easement area, upon reasonable notice to Grantor, to construct, reconstruct, repair, operate and maintain said wastewater outfall line.

3. Grantor shall not interfere with the use and enjoyment of the easement area by Grantee.

4. Grantor agrees that no building, wall or structure with footings other than those presently in existence shall be placed upon the granted easement area without the written permission of Grantee.

5. Grantee assumes all risk arising from its use of the easement area, and Grantee agrees to indemnify, defend and hold Grantor harmless from any demand, loss, claim, judgment or liability, including but not limited to any attorney's fees and costs incurred by Grantor, arising out of Grantee's use of the easement area.

6. This Easement Agreement shall constitute a covenant and shall run with the land and bind Grantor, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective date and year first above written.

DATED this 17th day of August, 1992.

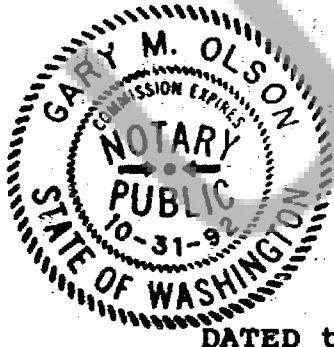
GRANTOR:

SKAMANIA COUNTY COMMISSIONER:

By Kaye Masco
KAYE MASCO

On this day personally appeared before me KAYE MASCO, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of August, 1992.



By Gary M. Olson
Notary Public in and for the
State of Washington, residing
at NORTH BROWNVILLE

Commission expires 10-31-92

DATED this 17th day of August, 1992.

GRANTOR:

SKAMANIA COUNTY COMMISSIONER:

By Edward A. McLarney
EDWARD A. McLARNEY

On this day personally appeared before me EDWARD A. McLARNEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of August, 1992.



Gary M. Olson
Notary Public in and for the
State of Washington, residing
at NORTH BONNEVILLE

Commission expires 10-31-92

DATED this 17th day of August, 1992.

GRANTOR:

SKAMANIA COUNTY COMMISSIONER:

By Ed Callahan
ED CALLAHAN

On this day personally appeared before me ED CALLAHAN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of August, 1992.



Gary M. Olson
Notary Public in and for the
State of Washington, residing
at NORTH BONNEVILLE

Commission expires 10-31-92

DATED this 21 day of AUGUST, 1992.

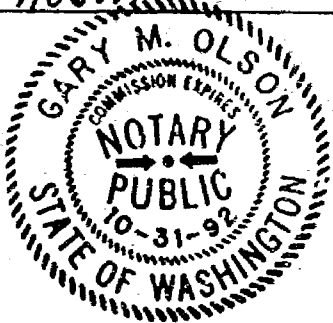
GRANTEE:

CITY OF STEVENSON

By David McKenzie
Mayor

On this day personally appeared before me DAVID MCKENZIE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of AUGUST, 1992.



Gary M. Olson
Notary Public in and for the
State of Washington, residing
at NORTH BONNEVILLE

Commission expires 10-31-92