

114763

BOOK 131 PAGE 553

FILED - RECORD

SPRING 1992

By City of Stevenson

OCT 22 1992

P. Henry

GARY L. OLSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 18TH day of September, 1992, by and between COLUMBIA GORGE INTERPRETIVE CENTER (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 Grantee's promise to waive any fee for a sewer connection to the Columbia Gorge Interpretive Center and other 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" which lies within that parcel of property described as Tract "B" below:

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;

Registered
Indexed, Dir
Indirect
Filed 11/5/92
Mailed

SKAMANIA COUNTY TREASURER

PAID

OCT 22 1992

REAL ESTATE EXCISE TAX

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

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

TRACT "B"

BEGINNING at the Skamania County brass monument marking the Northwest corner of Section 1, Township 2 North, Range 7 East, of the Willamette Meridian, Skamania County, Washington, described as follows:

THENCE South along the West line of said Section 2550.0 feet to the POINT OF BEGINNING;

THENCE East 410.0 feet, more or less, to the 75 foot water line of the Bonneville Tidal Pool;

THENCE Southerly along the 75 foot water line to the North right-of-way of State Highway 14;

THENCE Westerly along the North right-of-way to the Southeast corner of the State Highway maintenance site property;

THENCE Northerly along the East line of said property 135 feet;

THENCE Westerly along the North line of said property 537 feet;

THENCE Southwesterly along the West line of said property to the North right-of-way to State Highway 14;

THENCE West along the North right-of-way line to the East right-of-way line of Second Street Extension;

THENCE Northeasterly along the East right-of-way of Second Street to a point approximately 30 feet West of the POINT OF BEGINNING;

THENCE East to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described parcel of land:

BEGINNING at the Skamania County brass monument marking the Northwest corner of Section 1, Township 2 North, Range 7 East of the Willamette Meridian;

THENCE South along the West line of said Section 2685.0 feet to the POINT OF BEGINNING.

THENCE East 200 feet;

THENCE Southerly and parallel to the West line of said Section 400 feet;

THENCE East along said North line of the Daniel Baughman Donation Land Claim No. 42 to the most Westerly angle point of the Spokane, Portland and Seattle Railway Company's right of way in Lot 6, Section 1, Township 2 North, Range 7 East of the Willamette Meridian;

THENCE North 52° 12' East along said railroad right of way to a point due South of the point of beginning, being also the Southwesterly corner of that certain 3.46 acre tract above described:

THENCE North along said West line of said 3.46 acre tract to the point of beginning, containing 6.73 acres, more or less.

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 25 day of AUGUST, 1992.

GRANTOR:

COLUMBIA GORGE INTERPRETIVE
CENTER

BY 

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me George D. DeGroot, 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 25th day of August, 1992.



Peggy B. Lowry
Notary Public in and for the
State of Washington, residing
at Parson

Commission expires 2/23/95

DATED this 16th day of September, 1992.

GRANTEE:

CITY OF STEVENSON

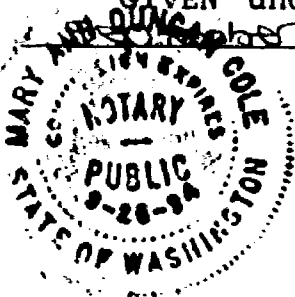
By

Mayor

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me David M. 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.

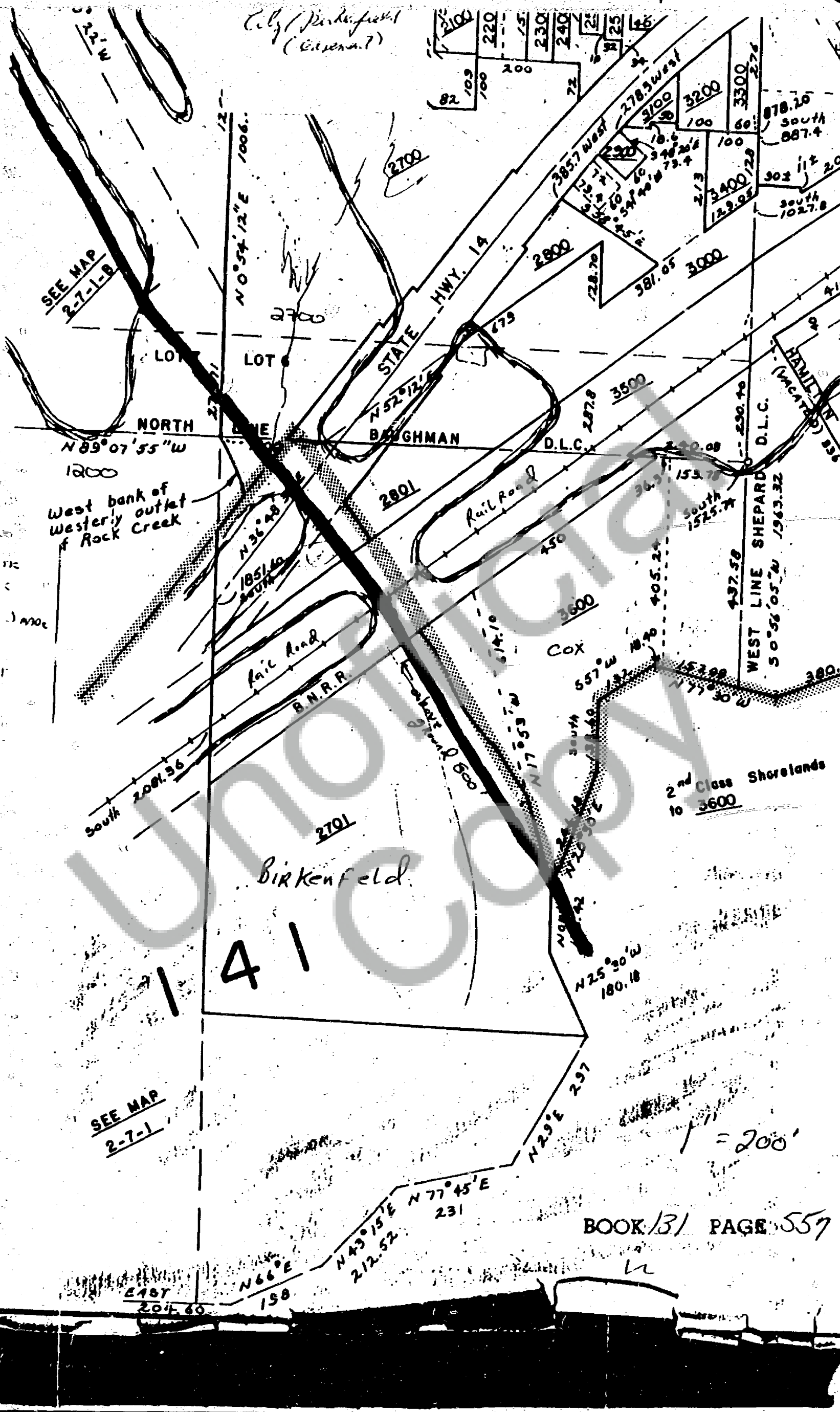
GIVEN under my hand and official seal this 16th day of October, 1992.



M. G. D. Cole
Notary Public in and for the
State of Washington, residing
at No. Bonneville WA

Commission expires 9.26.94

City (Birkenfeld)
(Germany?)



SEE MAP
2-7-1-B

West bank of
Westerly outlet
of Rock Creek

SEE MAP
2-7-1

Birkenfeld

41

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2nd Class Shorelands
to 3600

= 200'

114763

BOOK 131 PAGE 553

FILED
City of Stevenson

OCT 22 2 59 PM '92

J. Henry

GARY L. OLSON

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SKAMANIA COUNTY TREASURER

PAID

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REAL ESTATE EXCISE TAX

NA

RECEIVED
OCT 22 1992
SKAMANIA COUNTY TREASURER

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

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

TRACT "B"

BEGINNING at the Skamania County brass monument marking the Northwest corner of Section 1, Township 2 North, Range 7 East, of the Willamette Meridian, Skamania County, Washington, described as follows:

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THENCE Westerly along the North right-of-way to the Southeast corner of the State Highway maintenance site property;

THENCE Northerly along the East line of said property 135 feet;

THENCE Westerly along the North line of said property 537 feet;

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THENCE North 52° 12' East along said railroad right of way to a point due South of the point of beginning, being also the Southwesterly corner of that certain 3.46 acre tract above described:

THENCE North along said West line of said 3.46 acre tract to the point of beginning, containing 6.73 acres, more or less.

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 25 day of AUGUST, 1992.

GRANTOR:

COLUMBIA GORGE INTERPRETIVE
CENTER

By 

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me George D. DeGrate, 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 25th day of August, 1992.



Peggy B. Lowry
Notary Public in and for the
State of Washington, residing
at Carson

Commission expires 2/23/95

DATED this 16th day of September, 1992.

GRANTEE:

CITY OF STEVENSON

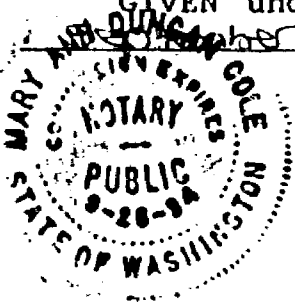
By

Mayor

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me David M. 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.

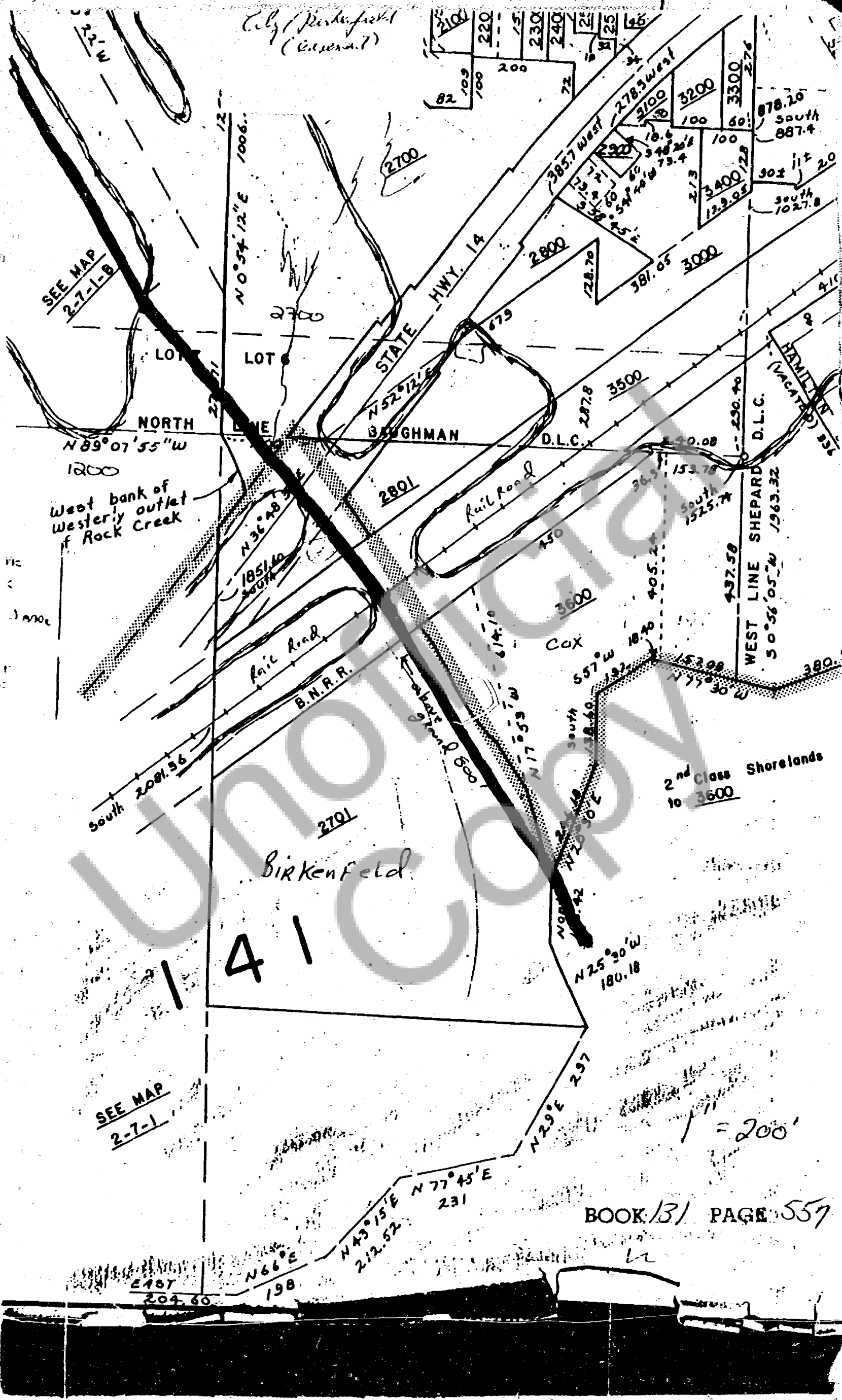
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M. A. L. Cole
Notary Public in and for the
State of Washington, residing
at No Bonneville WA

Commission expires 9-26-94

City (Birkenfeld)
(Census?)



SEE MAP
2-7-1