BOOK 131 PAGE 558
BY City of Stevenson
Oct 12 4 37 in 192

#### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this  $21^{\frac{1}{6}}$  day of  $\frac{1}{6}$  day o

#### WITNESSETH:

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:

#### 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;

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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"

A parcel of land in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the intersection of the Southerly line of the Spokane, Portland and Seattle Railway Company's right-of-way with the Westerly terminal of Cascade Avenue in the Town of Stevenson as shown on the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

THENCE South 34° 30' East along the Westerly line of Hamilton Street and the extension of said line Southerly to the meander line of the Columbia River;

THENCE Westerly along the meander line of the Columbia River to the center of Rock Creek;

THENCE Northerly along the center of Rock Creek to the intersection with the Southerly line of the Spokane, Portland and Seattle Railway Company's right-of-way;

THENCE Northeasterly along the Southerly line of said right- of-way to the POINT OF BEGINNING;

- 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. Grantee agrees that if the Grantor upgrades water and/or sewer service to Tract "B" to commercial levels Grantee will waive the connection fees for such upgrade.
- 5. Grantee agrees that if the Grantee develops the underwater portion of Tract "B" and the City's outfall line impedes such development Grantee will move the outfall line as much as is reasonably practicable at Grantee's expense.
- 6. 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.
- 7. 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.

ાં ગુ. જ ફ્રુજ્ત જેવું તે છે. દર્શિકાનું કોંગ્રેસ્ટ જેક્કે લોક્સ જાજરે છે કેટ તે જાણ કે પ્રાપ્ત કરે જે અને દરે

8. This Easement Agreement shall constitute a covenant and shall run with the land and bind Grantor and Grantor's successors and assigns.

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

DATED this at day of August , 1992.

**GRANTOR:** 

53

Frank R. COX

LINDA L. COX

STATE OF WASHINGTON )
) ss.
County of Skamania )

On this day personally appeared before me FRANK R. COX and LINDA L. COX, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this <u>교구th</u> day of

PUBLIC S

Notary Public in and for the State of Washington, residing at North Removalle WA

Commission expires 9 3694

DATED this 27th day of Acquest , 1992.

GRANTOR:

IAN M. LOW

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STATE OF WASHINGTON )

ss.

County of Skamania )

On this day personally appeared before me IAN M. LOW and AIKO E. LOW, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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County of Skamania	) ss	
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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		day	of
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#### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this day of \_\_\_\_\_\_\_, 1992, by and between FRANK R. COX and LINDA L. COX, husband and wife, IAN M. LOW and AIKO E. LOW, husband and wife, and ROGER WHITE and KAREN WHITE, husband and wife (hereinafter "Grantor), and the CITY OF STEVENSON, a municipal corporation of the State of WASHINGTON (hereinafter "Grantee").

#### WITNESSETH:

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:

## 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 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"

A parcel of land in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

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THENCE South 34' 30' East along the Westerly line of Hamilton Street and the extension of said line Southerly to the meander line of the Columbia River;

THENCE Westerly along the meander line of the Columbia River to the center of Rock Creek;

THENCE Northerly along the center of Rock Creek to the intersection with the Southerly line of the Spokane, Portland and Seattle Railway Company's right-of-way:

THENCE Northeasterly along the Southerly line of said right- of-way to the POINT OF BEGINNING;

- 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. Grantee agrees that if the Grantor upgrades water and/or sewer service to Tract "B" to commercial levels Grantee will waive the connection fees for such upgrade.
- underwater portion of Tract "B" and the City's outfall line impedes such development Grantee will move the outfall line as much as is reasonably practicable at Grantee's expense.
- 6. 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.
- 7. 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.

This Easement Agreement shall constitute a covenant and shall run with the land and bind Grantor and Grantor's successors

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

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DATED this day of	, 1992.
GRANTOR:	9
FRANK R. COX	Diedal & Cop
	LINDA L. COR
STATE OF WASHINGTON )	
County of Skamania ) ss.	
who executed the within and foregothat they signed the same as their for the uses and purposes therein	free and voluntary act and deed, mentioned.
GIVEN under my hand and of	ficial seal this 🔼 Tth day of
	MC: Doca
	Notary Public in and for the State of Washington, residing at 1000000 Records
	Commission expires 9 2694
DATED this 27th day of	المرابعة , 1992.
GRANTOR:	
for Il ferri	alele low
IAN M. LOW	AIKO E. LOW

County of Skamania On this day personally appeared before me IAN M. LOW and AIKO E. LOW, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for

STATE OF WASHINGTON

illigust, 1992,	ficial seal this <u>35"</u> day of
	Notary Public in and for the State of Washington, residing at Stuen
	Commission expires 8-2096
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DATED this Asylv day of	<u>्रा</u> , 1992.
GRANTOR:	$\sigma$
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ROGER WHITE	TAREN WHITE
STATE OF WASHINGTON ) ss.	
County of Skamania )	
On this day personally apper KAREN WHITE, to me known to be the executed the within and foregoing he signed the same as his free and uses and purposes therein mention	instrument, and acknowledged that  voluntary act and deed, for the
CIVEN, under my hand and of	ficial seal this alot day of
PUBLIC S	Notaty Public in and for the State of Washington, residing at No. Occupante was 98639
	Commission expires <u>역·교</u> 영역
DATED this alot day of 5	907ember , 1992.
z	GRANTEE:
	CITY OF STEVENSON
	By Mayor
STATE OF WASHINGTON )  ()()() ) ss.  County of skamania )	To withes white's Big.
On this day personally appear me known to be the individual de- within and foregoing instrument, the same as his free and voluntary purposes therein mentioned.	and acknowledged that he signed

# BOOK 131 PAGE 567

GIVEN under my hand and official seal this 19 day of

NOW A SAYERS
NOW A PUBLIC
STATE OF THE STON
COMMISSION 133
MAY 5, 1625

Notary Public in and for the State of Washington, residing at

Commission expires 55-91

BOOK 131 PAGE 558

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## EASEMENT AGREEMENT

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REAL ESTATE EXCISE TAX OCT 22 1992

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8. This Easement Agreement shall constitute a covenant and shall run with the land and bind Grantor and Grantor's successors and assigns.

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

GIVEN under my hand and official seal this ATh day of 1992.

Notary Public in and for the State of Washington, residing at Notary Public EUA

Commission expires 4 36 41

DATED this 27th day of August, 1992.

GRANTOR:

Milliplan

Milliplan

STATE OF WASHINGTON ; ) ss.
County of Skamania )

On this day personally appeared before me IAN M. LOW and AIKO E. LOW, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

	Man & Manager
3.[COs.	Notary Public in and for the State of Washington, residing
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Valle " = ]	Commission expires 8-20-96
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DATED this 397 day of	Acies (3) 1992.
GRANTOR:	
See p. 4cc	SEE O.49
ROGER WRITE	KAREN WRITE
STATE OF WASHINGTON ) ss.	
County of Skamania )	
On this day personally ap	peared before me ROGER WHITE and
KAREN WHITE, to me known to be texecuted the within and foregoing the same as his free a uses and purposes therein mentions.	the individual described in and who g instrument, and acknowledged that and voluntary act and deed, for the oned.
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KAREN WHITE, to me known to be texecuted the within and foregoing the signed the same as his free a uses and purposes therein mention of the control of the	the individual described in and who instrument, and acknowledged that and voluntary act and deed, for the oned.  Official seal this day or $5 \approx \rho.5 \approx$ Notary Public in and for the
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KAREN WHITE, to me known to be texecuted the within and foregoing he signed the same as his free a uses and purposes therein mentions.  GIVEN under my hand and	See p.50  Notary Public in and for the State of Washington, residing at  Commission expires  (RANTEE:
KAREN WHITE, to me known to be texecuted the within and foregoing he signed the same as his free a uses and purposes therein mentions.  GIVEN under my hand and	He individual described in and who instrument, and acknowledged that and voluntary act and deed, for the oned.  Official seal this day of

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 _, 1992.	official	seal this		day	of
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## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this day of \_\_\_\_\_\_\_, 1992, by and between FRANK R. COX and LINDA L. COX, husband and wife, IAN M. LOW and AIKO E. LOW, husband and wife, and ROGER WHITE and KAREN WHITE, husband and wife (hereinafter "Grantor), and the CITY OF STEVENSON, a municipal corporation of the State of WASHINGTON (hereinafter "Grantee").

## WITNESSETH:

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:

#### 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 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"

A parcel of land in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

BEGINNING at the intersection of the Southerly line of the Spokane, Portland and Seattle Railway Company's right-of-way with the Westerly terminal of Cascade Avenue in the Town of Stevenson as shown on the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

THENCE South 34' 30' East along the Westerly line of Hamilton Street and the extension of said line Southerly to the meander line of the Columbia River;

THENCE Westerly along the meander line of the Columbia River to the center of Rock Creek;

THENCE Northerly along the center of Rock Creek to the intersection with the Southerly line of the Spokane, Portland and Seattle Railway Company's right-of-way;

THENCE Northeasterly along the Southerly line of said right- of-way to the POINT OF BEGINNING;

- 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. Grantee agrees that if the Grantor upgrades water and/or sewer service to Tract "B" to commercial levels Grantee will waive the connection fees for such upgrade.
- 5. Grantee agrees that if the Grantee develops the underwater portion of Tract "B" and the City's outfall line impedes such development Grantee will move the outfall line as much as is reasonably practicable at Grantee's expense.
- 6. 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.
- 7. 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.

This Easement Agreement shall constitute a covenant and shall run with the land and bind Grantor and Grantor's successors and assigns.

Agreement effective date and year	ties have executed this Easement first above written.
DATED this day of	, 1992.
GRANTOR:	
Frank R. COX	Died & Coo
**************************************	LINDA L. COX
STATE OF WASHINGTON )	
County of Skamania ) ss.	
who executed the within and forego that they signed the same as their for the uses and purposes therein	ing instrument, and acknowledged free and voluntary act and deed, mentioned.
GIVEN under my hand and off	MCi day of  MCi day of  Notary Public in and for the State of Washington, residing at 100000000000000000000000000000000000
	Commission expires <u>പരവി</u>
DATED this 27th day of	, 1992.
IAN M. LOW	Dike Low
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STATE OF WASHINGTON SS. County of Skamania

On this day personally appeared before me IAN M. LOW and AIKO E. LOW, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

i)ujust 1992.	fficial seal this Asia day of
	Notary Public in and for the State of Washington, residing
	Commission expires 8-2096
DATED this 287 day of	<u>leagt (3)</u> , 1992.
GRANTOR:	
ROGER WHITE	KAREN WHITE
STATE OF WASHINGTON ) ss.	
County of Skamania )	
On this day personally appersonally appersonally appersonally appersonally appersonally appersonally appersonally appersonally appersonable the within and foregoing he signed the same as his free and uses and purposes therein mention	instrument, and acknowledged that
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2 PUBLIC S	Notaky Public in and for the State of Washington, residing at No. Occupante was 98639
	Commission expires <u>9.26.94</u>
	)
DATED this 3187 day of 5	<u>sprember</u> , 1992.
	GRANTEE:
	CITY OF STEVENSON
	By Mayor
STATE OF WASHINGTON )	,
County of skamania ) ss.	To withess white's 919.
On this day personally appear me known to be the individual de- within and foregoing instrument, the same as his free and voluntary	and acknowledged that he signed

purposes therein mentioned.

BOOK /3/ PAGE 567 ...

GIVEN under my hand and official seal this 19 day of

NOW SAYERS
NOW SEPTIMED
STATE OF STATE

Notary Public in and for the State of Washington, residing at

Commission expires 5597