

114764

BOOK 131 PAGE 558

FILED OCT 22 1992
BY City of Stevenson

OCT 22 2 57 PM '92

GARY A. OLSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 21st day of September, 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;

Glenn J. Kimmel, Skamania County Auditor
By *[Signature]* Parcel # 2-7-1-1-36-00

Registered *[Signature]*
Indexed *[Signature]*
Filed 11/5/92
Mailed

SKAMANIA COUNTY TREASURER

PAID N/A

OCT 22 1992

REAL ESTATE EXCISE TAX

N/A

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.

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;

TOGETHER with all shore lands of the second class fronting and abutting upon the above described real property.

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.

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 27th day of August, 1992.

GRANTOR:

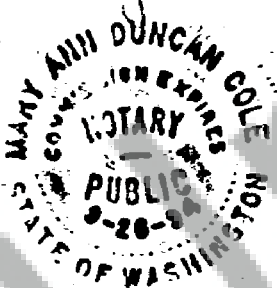
Frank R. Cox
FRANK R. COX

Linda L. Cox
LINDA L. COX

STATE OF WASHINGTON)
County of Skamania) ss.

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 27th day of August, 1992.



Mary Ann Duncan Cole
Notary Public in and for the
State of Washington, residing
at North Bonneville WA

Commission expires 9-28-94

DATED this 27th day of August, 1992.

GRANTOR:

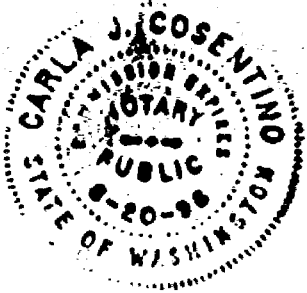
Ian M. Low
IAN M. LOW

Aiko E. Low
AIKO E. LOW

STATE OF WASHINGTON)
County of Skamania) ss.

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.

GIVEN under my hand and official seal this 28th day of August, 1992.



Carla J. Cosentino
Notary Public in and for the
State of Washington, residing
at Stevenson

Commission expires 8-20-96

DATED this 28th day of August, 1992.

GRANTOR:

See p. 4a
ROGER WHITE

See p. 4a
KAREN WHITE

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me ROGER WHITE and KAREN WHITE, 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 _____, 1992.

See p. 5a
Notary Public in and for the
State of Washington, residing
at _____
Commission expires _____

DATED this _____ day of _____, 1992.

GRANTEE:

CITY OF STEVENSON

By See p. 4a
Mayor

STATE OF WASHINGTON)
) ss.
County of Skamania)

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 _____, 1992.

See p. 400
Notary Public in and for the
State of Washington, residing
at _____

Commission expires _____

Unofficial
Copy

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").

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:

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.

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;

TOGETHER with all shore lands of the second class fronting and abutting upon the above described real property.

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.

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 _____ day of _____, 1992.

GRANTOR:

Frank R. Cox
FRANK R. COX

Linda L. Cox
LINDA L. COX

STATE OF WASHINGTON)
County of Skamania) ss.

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 27th day of August, 1992.

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

Commission expires 9-26-94

DATED this 27th day of August, 1992.

GRANTOR:

Ian M. Low
IAN M. LOW

Aiko E. Low
AIKO E. LOW

STATE OF WASHINGTON)
County of Skamania) ss.

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.

GIVEN under my hand and official seal this 25th day of August, 1992.

Mal J. Coe
Notary Public in and for the
State of Washington, residing
at Stevenson

Commission expires 8-20-96

DATED this 25th day of August, 1992.

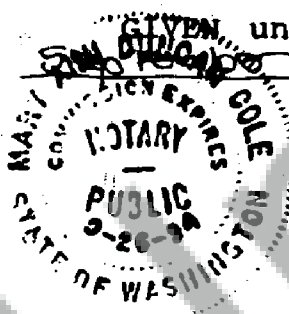
GRANTOR:

[Signature]
ROGER WHITE

[Signature]
KAREN WHITE

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me ROGER WHITE and KAREN WHITE, 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 21st day of September, 1992.

To witness Mayor's signature

[Signature]
Notary Public in and for the
State of Washington, residing
at No. Conneville WA 98639

Commission expires 9-26-94

DATED this 21st day of September, 1992.

GRANTEE:

CITY OF STEVENSON

By [Signature]
Mayor

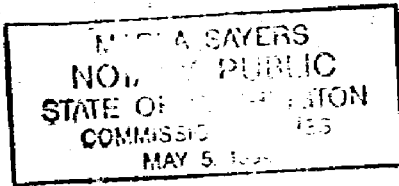
STATE OF WASHINGTON)
) ss.
County of Clark)

To witness white's sig.

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.

BOOK 131 PAGE 567

GIVEN under my hand and official seal this 19 day of September, 1992.



M. A. Sayers
Notary Public in and for the
State of Washington, residing
at 3540 1st Ave NW

Commission expires 5-5-95

Unofficial Copy

114764

BOOK 131 PAGE 558

RECORDED
 BY City of Stevenson

OCT 22 2 57 PM '92

GARY A. OLSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 21st day of September, 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.

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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;

Registered
 Indexed
 Filed 11/5/92
 Mailed

SKAMANIA COUNTY TREASURER

PAYED N/A

OCT 22 1992

REAL ESTATE EXCISE TAX

N/A

0076-1-1-4-2 received
 Skamania County Treasurer's Office

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.

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

TRACT "B"

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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;

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TOGETHER with all shore lands of the second class fronting and abutting upon the above described real property.

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.

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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.

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 27th day of August, 1992.

GRANTOR:

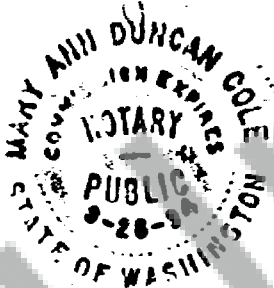
Frank R. Cox
FRANK R. COX

Linda L. Cox
LINDA L. COX

STATE OF WASHINGTON)
County of Skamania) ss.

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 27th day of August, 1992.



Mary Ann Duncan Cole
Notary Public in and for the
State of Washington, residing
at North Bonneville WA
Commission expires 9-28-94

DATED this 27th day of August, 1992.

GRANTOR:

Ian M. Low
IAN M. LOW

Aiko E. Low
AIKO E. LOW

STATE OF WASHINGTON)
County of Skamania) ss.

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.

GIVEN under my hand and official seal this 28th day of August, 1992.



Carla J. Cosentino
Notary Public in and for the
State of Washington, residing
at Stevenson

Commission expires 8-20-96

DATED this 29th day of August, 1992.

GRANTOR:

See p. 4a
ROGER WHITE

See p. 4a
KAREN WHITE

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me ROGER WHITE and KAREN WHITE, 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 _____, 1992.

See p. 5a
Notary Public in and for the
State of Washington, residing
at _____

Commission expires _____

DATED this _____ day of _____, 1992.

GRANTEE:

CITY OF STEVENSON

By See p. 4a
Mayor

STATE OF WASHINGTON)
County of Skamania) ss.

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 _____, 1992.

See p 40
Notary Public in and for the
State of Washington, residing
at _____

Commission expires _____

Unofficial
Copy

EASEMENT AGREEMENT

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DATED this _____ day of _____, 1992.

GRANTOR:

Frank R Cox
FRANK R. COX

Linda L Cox
LINDA L. COX

STATE OF WASHINGTON)
County of Skamania) ss.

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 27th day of August, 1992.

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

Commission expires 9-26-94

DATED this 27th day of August, 1992.

GRANTOR:

Ian M. Low
IAN M. LOW

Aiko E. Low
AIKO E. LOW

STATE OF WASHINGTON)
County of Skamania) ss.

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.

GIVEN under my hand and official seal this 28th day of August, 1992.

Mal J. Rose
Notary Public in and for the
State of Washington, residing
at Stevenson

Commission expires 8-20-96

DATED this 28th day of August, 1992.

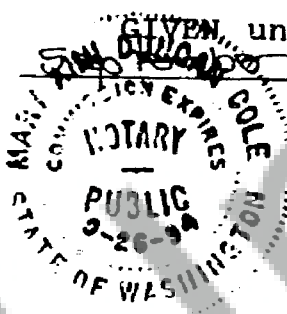
GRANTOR:

Roger White
ROGER WHITE

Karen White
KAREN WHITE

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me ROGER WHITE and KAREN WHITE, 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 21st day of September, 1992.

TO witness Mayor's signature

Maya J. Cole
Notary Public in and for the
State of Washington, residing
at No. 6000 11th Ave. SE, WA 98639

Commission expires 9-26-94

DATED this 21st day of September, 1992.

GRANTEE:

CITY OF STEVENSON

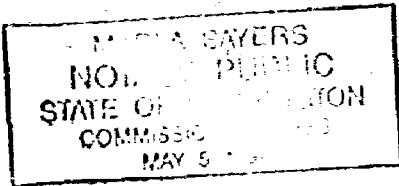
By [Signature]
Mayor

STATE OF WASHINGTON)
) ss.
County of Clark)

TO witness white's sig.

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 19 day of September, 1992.



M. A. Sayers
Notary Public in and for the
State of Washington, residing
at 3541 1st Ave. N.E.

Commission expires 5-5-93

Unofficial Copy