

114776

BOOK 131 PAGE 600

FILED FOR RECORD
CITY OF STEVENSON

OCT 25 3 49 PM '92

P. Lowry
OR

GARY N. OLSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 6th
day of March, 1992, by and between
Greg and Geri Weber
(hereinafter "Grantor"), and the CITY OF STEVENSON, WASHINGTON
(hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land situated in Skamania County over, under, upon and across which the Grantee will install certain street improvements, roadway cut and fill slopes, drainage improvements and utility lines; and

WHEREAS, Grantee desires to obtain a permanent easement for the purpose of installing, maintaining and operating said street improvements, roadway cut and fill slopes, drainage improvements, and utility lines.

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 over, under, upon and across the real property located in Skamania County, Washington, described as follows:

See Exhibits attached hereto

REAL ESTATE EXCISE TAX

OCT 26 1992

PAID NA

SKAMANIA COUNTY TREASURER

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 the street improvements, roadway cut and fill slopes, drainage improvements and utility lines installed or to be installed therein. Grantee shall be allowed to use the easement area, upon reasonable notice to Grantor, to construct, reconstruct, repair, operate and maintain said street improvements, roadway cut and fill slopes, drainage improvements and utility lines.

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Mailed	

Glenda J. Kimmel, Skamania County Assessor
By: MD Parcel # 03073613 020000
10-23-92

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 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.

GRANTOR:

Geri and Gregory Weber

Geri A. Weber

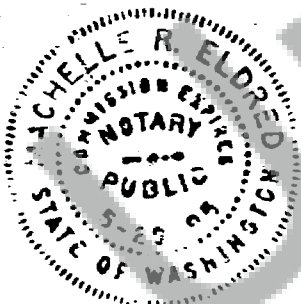
Gregory Weber

GRANTEE:

City of Stevenson

By Mark D. Cole

SUBSCRIBED AND SWORN to before my this 6th day of March, 1992.



Michelle R. Eldred
Notary Public in and for the
State of Washington, residing
at Stevenson, Washington.

Commission expires 5-29-95

EXHIBIT

February 24, 1991

Right-of-way description
for
Chesser Road

A tract of land located in Lot 4 of Chesser Addition as recorded in Volume A of Plats at Page 104, which is located in the Southwest quarter of Section 36, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington described as follows:

Beginning at a point on the east line of said Lot 4 which is south a distance of 10.00 feet from the northeast corner of said Lot 4;

Thence north, along the east line of said Lot 4, a distance of 10.00 feet to the northeast corner of said Lot 4;

Thence Northwesterly, along the north line of said Lot 4, a distance of 10.00 feet;

Thence southeasterly to the point of beginning.