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BOOK 131 PAGE 690

FILED FOR RECORD
BY City of Stevenson

OCT 26 1992

P. Leroy

GARY J. OLSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 22nd day of June, 1992, by and between DONALD G. & MARY JANE ROOT, husband & wife, (hereinafter "Grantor"), and the CITY OF STEVENSON, 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 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

NA
REAL ESTATE EXCISE TAX

OCT 26 1992

PAID NA

W
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.

Registered
Indexed, Dir
Indirect
Filed 11/10/92
Mailed

Glenda J. Kimmel, Skamania County Assessor
By: *JD* Parcel # 03073634170000
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:

Donald G. Root
Mary Jane Root

GRANTEE:

City of Stevenson

By [Signature]

SUBSCRIBED AND SWORN to before my this 22 day of June, 1992.

Andrea J. Mason
Notary Public in and for the
State of Washington, residing
at 9647 E. California, Ste. 95827

Commission expires Sept 2, 1995

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO, ss.

On this 22 day of June, 1992, personally appeared
Donald G. Root & Mary Jane Root
known to me on the basis of satisfactory evidence to be the person(s) whose
names are subscribed to this instrument, and acknowledged that he/she/they
executed it IN WITNESS WHEREOF I have hereunto set my hand and
affixed my official seal in the City of Sacramento, County of Sacramento, on
the date set forth above in this certificate.

Andrea J. Mason
Notary Public, State of California

Sept 2, 1995
Expiration Date

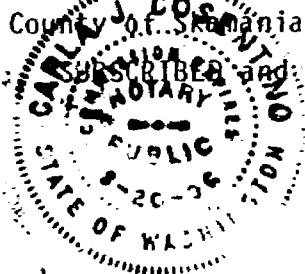


STATE OF WASHINGTON)

County of Stromania)

ss.

SUBSCRIBED AND SWORN to before me this 24th day of June, 1992.



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Carl J. Cosetta
Notary Public for Washington,
residing at Stevenson therein.

June 17, 1992

EASEMENT FOR SIDEWALK AND UTILITIES
(ROOT PROPERTY)

Description of a 7 foot wide easement for sidewalk and utilities being on the east side of the existing curb along the east side of School Street in Stevenson, Washington, said easement being located in the Southeast quarter of Section 36, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington.

Beginning at the Northwest corner of the Shepard Donation Land Claim which is located in said Section 36;

Thence South 1 07' 31" West, along the west line of said Shepard Donation Land Claim, a distance of 2128.63 feet more or less to the intersection of said west line with the easterly curb line of School Street, said point being the beginning of the following described easement;

Thence northwesterly along the existing curb line the following courses and distances:

North 22 43' 44" West a distance of 26.84 feet;

North 31 19' 32" West a distance of 39.39 feet;

North 39 51' 41" West a distance of 57.71 feet;

North 31 00' 55" West a distance of 51.53 feet;

North 19 27' 27" West a distance of 27.29 feet to the terminus of this easement description, said point being South 1 07' 31" West a distance of 1958.11 feet and North 88 52' 29" West a distance of 106.85 feet from the northwest corner of said Shepard Donation Land Claim.