

130935

BOOK 174 PAGE 754

FILED FOR RECORD
SKAMANIA CO. WASH
BY City of Stevenson

MAR 24 4 25 PM '98

G. Laury
AUDITOR
GARY M. OLSON

After Recording Mail To:
City of Stevenson
PO Box 371
Stevenson, WA 98648

EASEMENT AGREEMENT
Tax Lot 3-7.5-36-BC-1400

Recorded
Indexed, Dtd
Indirect
Filed
Noted

THIS EASEMENT AGREEMENT is made and entered into this
18th day of February, 1997, by and between
Patrick H. McCaulley and Linda M. McCaulley
(hereinafter "Grantor", and the CITY OF STEVENSON, WASHINGTON
(hereinafter "Grantee")

WITNESSETH:

WHEREAS, Grantor is the owner of certain land situated in
Skamania County oregon, under, upon and across which the Grantee
will install certain drainage improvements; and

WHEREAS, Grantee desires to obtain a permanent easement for
the purpose of installing, maintaining and operating said
drainage improvements, (City of H. Martin, Skamania County Assessor)

Date 3-24-98 Parcel # 3-16-2-1-10

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:

The southerly 12 feet of that parcel conveyed by Quit Claim
Deed from Melvin Engel, Jr. and Rena Engel, husband and
wife, to Linda and Patrick McCaulley as recorded in Book
128, Page 899, records of Skamania County, Washington; also
described as the southerly 12 feet of the following tract:

Beginning at the northeast corner of Lot 7, Block 6, of the
Second Addition to Hill Crest Acre Tracts as recorded in
Book A of Plats, Page 100, records of Skamania County,
Washington; thence West along the North line of said Lot 7
a distance of 128.6 feet; thence South 25 feet; thence East
130 feet more or less to the Easterly line of Lot 7; thence
N11°39'W 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 drainage improvements installed. Grantee shall be allowed to use the easement area, upon reasonable notice to Grantor, to construct, reconstruct, repair, operate and maintain said drainage improvements.

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 attorneys 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:

Robert H. McCauley
Linda McCauley

GRANTEE:

City of Stevenson

By *[Signature]*

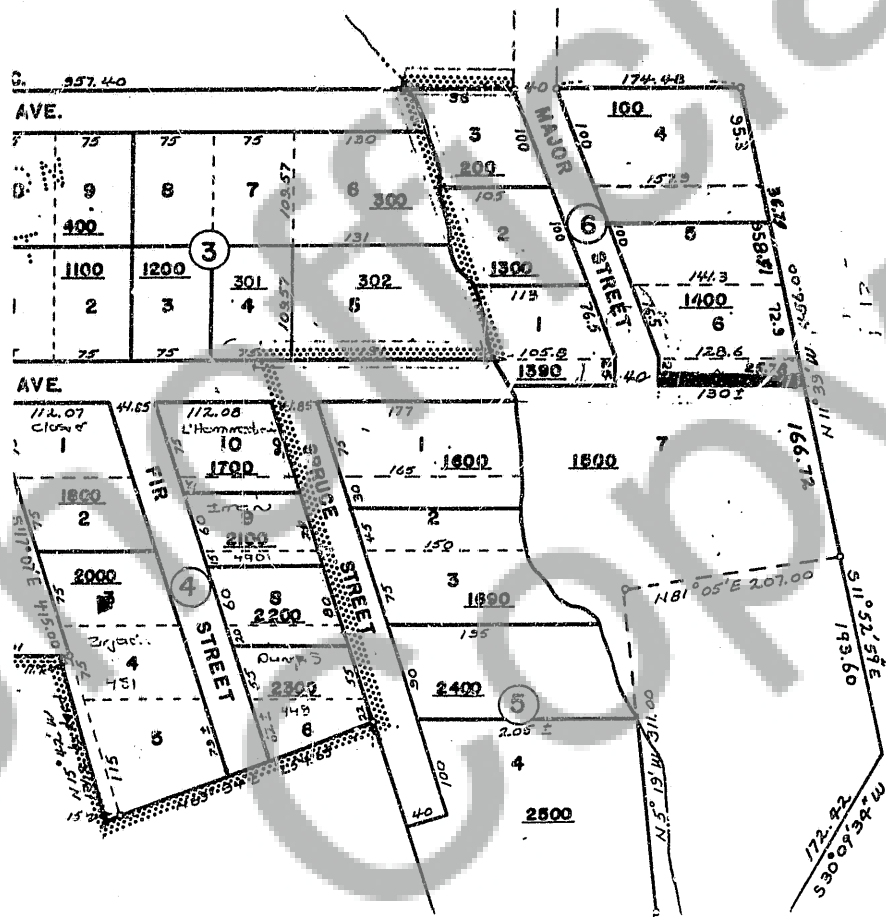
SUBSCRIBED AND SWORN to before me this 18th day of February, 1997.



Paul J. Coates
Notary Public in and for the
State of Washington, residing
at Stevenson, Washington.
Commission expires 8-20-00.

3-71/2-36-BC

CREST



113610



First American Title
INSURANCE COMPANY

Filed for Record at Request of

Name Linda McCaulley
Address M.P. 0.75 Duran Creek Rd
City and State Skamania, Washington

THIS SPACE RESERVED FOR RECORDER'S USE

FILED FOR RECORD
SKAMANIA CO. WASH.
BY Linda McCaulley

MAY 28 11 26 AM '92

J. Olson
GARY H. OLSON

Registered 1
Indexed 1
Filed 6/1/92
Mailed

Quit Claim Deed & Boundary Line Adjustment

THE GRANTOR Melvin Engel, Jr and Rena Engel (husband & wife)
for and in consideration of Love and affection
convey, and quit claims to Linda McCaulley (daughter) husband & wife
the following described real estate, situated in the County of Skamania State of Washington,
together with all after acquired title of the grantor(s) thereon:

Lot 5 except the north 34.79 feet thereof;
lot 6 and a portion of lot 7, all in block 6, Second
Addition to Hell Creek Ace Tracts, according to the
plat thereof recorded in Book "A", page 100 of
Plat, Skamania Co. records and described as follows:

Beginning at the northeast corner of said lot 7
thence west along the north line thereof
108.6 feet; thence south 25 feet; thence
east 30 feet, more or less to the 20' city
line of said lot 7, thence North - 39°
West to the point of beginning.

Together with an easement of ten feet in width
for the installation, use, and maintenance
of a domestic waterline across parcel 1.
The grantors understand the boundary line adjustment of lot 5
to lot 6 is considered a whole parcel and can be separated.
Dated this 14987 day of May, 1992

REAL ESTATE EXCISE TAX

MAY 28 1992

STATE OF WASHINGTON

County of Skamania



On this day personally appeared before me Melvin Engel, Jr and Rena Engel
husband and wife
who acknowledged they signed the name as their
free and voluntary act and deed, for the

Transaction in compliance with County recording ordinance,
Skamania County, By Melvin Engel, Jr and Rena Engel

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

My Commission Expires: 9-1-94

County of Skamania, Washington Assessor
Pr. 50 Parcel # 2-25-36-2-3-4400