

SEWER EASEMENT NO. 14

WE, GRANTOR, CHRISTIANE VA. WARD for and in consideration of the sum of FIFTY DOLLARS (\$50.00) in hand paid, grants, warrants, sells and conveys to the Town of Stevenson, a Municipal Corporation of the State of Washington, its successors and assigns, hereafter referred to as the Town, a permanent right to construct, reconstruct, operate and maintain sewer lines, and all necessary related facilities under the following described land:

A tract of land situated in the Northwest corner of Section 36, Township 3 North, Range 7-2 East of the Willamette Meridian in Stemsata County, Washington, said tract being a strip of land 15.25 feet wide with 7.10 feet on each side of the following described centerline:

beginning at the southeast corner of Block 4 of the duly recorded plat of the 2nd addition to Hill Crest Acres; thence 1.49° 15' W. along the southerly line of said Block 4, 106.10 feet; thence S. 70° 24' E. at right angles to the southerly line of said Block 4 a distance of 7.10 feet to the true point of beginning of said easement; thence S. 101° 04' E. 190.02 feet; thence S. 5° 38' 45" E. 129.40 feet; thence S. 56° 31' 35" W. 24.75 feet; thence S. 7° 01' 30" W. 118.20 feet; thence S. 31° 29' 00" E. 145.01 feet; thence S. 41° 00' 00" W. 10.38 feet; thence S. 81° 23' 30" W. 225.43 feet; thence S. 47° 40' 00" W. 201.30 feet to the terminus of said sewer easement.

During the construction of said sewer lines and related facilities a temporary fence will be erected by said Town as necessary to keep livestock from the construction area.

WE HAVE AND TO HOLD the above easement unto said Town, its successors and assigns, forever.

IN ADDITION HERETO, the Grantor does hereby give and grant unto the Town, a construction easement of fifteen (15) feet in width along and abutting both and for the full length of the aforementioned and described permanent easement. It is the intent that the outer defined limits of the permanent and construction easements extend from property line to property line.

WE HAVE AND TO HOLD said construction easement and right-of-way unto said Town, its successors and assigns, during con-

construction of the sewer and its related facilities.

The town shall fill all excavations as soon as practicable after opening; dispose of all brush and debris; and replace in like condition all improvements, trees, ornamental shrubs and crops, if practicable, and as soon as practicable after damage or destruction, but if not practicable then pay to Grantor, their heirs and assigns, the reasonable value thereof.

Grantor reserves the right to use the surface of the land for walkways, driveways, planting, and related purposes, and all sewer facilities shall be at a depth consistent with these purposes. No building shall be placed upon the granted property, however, without the written permission of the town.

The grantee herein agrees that the property herein shall be exempted and pre-exempted from any future taxes either within or without the city limits in the event that any additional trunk line is added to the existing sewer contemplated herein, and that this shall apply as to any future levies or special levies or assessments for such purposes and shall specifically exempt the foregoing property from any such levies.

The grantee herein agrees to hold the grantor harmless and hold harmless and indemnify grantor from any and all damages sustained or cause of action for damages sustained by any third party herein during the construction and/or maintenance of said sewer line.

The grantee herein agrees to construct fences during the construction period to fence out any livestock or other animals.

It is agreed that the grantee herein agrees to bring the manholes flush with the ground surface and level.

It is agreed that the sewer line shall be imbedded in the ground to a depth sufficient to permit construction thereof and across the said road or site upon which the said sewer line is laid.

It is agreed that when the construction shall be completed a permanent sod shall be planted and established thereon to protect the soil therein from erosion, said sod to be planted by the grantors herein.

Dated this 19 day of April, 1971.

TOWN OF STEVENSON, a municipal corporation,

By W. J. [Signature]

Constantine Pamelos
Constantine Pamelos

STATE OF WASHINGTON)
County of Klickitat) ss

On this day personally appeared before me Constantine Pamelos, 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 April, 1971.

[Signature]
Notary Public for State of Washington, residing at White Salmon

STATE OF WASHINGTON)
County of Skamania) ss

On this 20 day of April, 1971, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared [Signature] known to be the Mayor of the Town of Stevenson, the corporation that executed the foregoing instrument, and acknowledged the same to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
Notary Public for State of Washington, residing at Stevenson