

114762

BOOK 131 PAGE 548

FILED IN RECORD

COUNTY OF WASH

BY City of Stevenson

OCT 22 1992

G. Lowry

GARY M. OLSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 14th day of September, 1992, by and between JOSEPH A. BIRKENFELD and DIANE M. BIRKENFELD, husband and wife, and WILLIAM J. BIRKENFELD and MARY LEE BIRKENFELD, husband and wife, (hereinafter "Grantors"), and the CITY OF STEVENSON, a municipal corporation of the State of WASHINGTON (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantors are the owners 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. Grantors hereby grant and convey 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":

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;

Registered	1
Indexed, Dir	0
Indirect	0
Filed	11/5/92
Mailed	

SKAMANIA COUNTY TREASURER

PAID NA

OCT 22 1992

REAL ESTATE EXCISE TAX

Glenn L. Kimmel, Skamania County Assessor
By: [Signature] 2-9-1-1-2720
2701

THENCE South $35^{\circ} 00' 03''$ 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"

PARCEL I:

All that portion of the following described parcels of land lying on the Northerly side of State Road No. 8 (Evergreen Highway) right of way, commencing 6.35 chains North and 4.55 chains West of the Southeast corner of Lot 6, Section 1, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, running; thence North (Var. $22^{\circ} 15'$ East) 266 feet; thence West 361.4 feet; thence South 538.0 feet more or less, to the Northwesterly right of way line of the Spokane, Portland and Seattle Railway Company; thence North 53° East 453.2 feet along the said Northwesterly line of the Spokane, Portland and Seattle Railway Company's right of way to the point of beginning.

ALSO the following: Commencing at the Northwest corner of the last described tract above, running thence North 50° West 515.0 feet, more or less, to a point of intersection with the West line of Lot 9, Section 1, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington; thence North 20 feet along said West line of said Lot 9; thence South 50° East 548.0 feet, more or less, to the North line of the last above described tract of land; thence West along said North line of said tract of land last above described 20 feet to the place of beginning, being a strip of land 16 feet in width;

Commencing at a point 853 feet South and 661.8 feet West of the intersection of the West line of Shepard Donation Land Claim in Skamania County, Washington, with the North line of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, being the Northwest corner of that certain 3.46 acre tract above described; thence North 50° West 470.0 feet, more or less, along the Southwesterly line of that certain 16 foot strip of land hereinabove described, to an intersection with the West line of Lot 9, Section 1, Township 2 North, Range 7 East of the Willamette Meridian; thence South along said West line of Lot 9 to the North line of the Daniel Baughman D.L.C. No. 42; thence East along said North line of the Daniel Baughman D.L.C. No. 42 to the most Westerly angle point of the Spokane, Portland and Seattle Railway Company's right of way in Lot 6, Section 1, Township 2 North, Range 7 East of the Willamette Meridian; thence North $52^{\circ} 12'$ East along said railroad right of way line to a point due South of the Point of Beginning, being also the southwesterly corner of that certain 3.46 acre tract above described; thence North along said West line of said 3.46 acre tract to the point of beginning.

PARCEL II:

A tract of land lying within the boundaries of the Daniel Baughman D.L.C. in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

A tract of land lying Westerly of the center of the channel of Rock Creek, and Southerly of the North line of the said Daniel Baughman D.L.C., and Easterly of the West bank of the Westerly outlet of Rock Creek, and Northerly of the Spokane, Portland and Seattle Railway Company's right of way;

EXCEPTING right of way for State Highway No. 8 as presently located and established.

PARCEL III:

All that portion of the Baughman D.L.C. lying Southerly of the Southerly right of way line of S.P. and S. Railway Company and bounded on the Easterly side by the center of the main channel of Rock Creek and bounded on the Westerly side by the division line between the Northeasterly and Southwesterly halves of the said Baughman D.L.C.

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 Grantors, to construct, reconstruct, repair, operate and maintain said wastewater outfall line.

3. Grantors shall not interfere with the use and enjoyment of the easement area by Grantee.

4. Grantee agrees that if the Grantors develop the underwater portion of Tract "B" and the City's outfall line impedes such development, Grantee will move the outfall line laterally or underground as much as is reasonably practicable to accommodate Grantors' development plans, at Grantee's expense.

5. Grantors agree 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.

6. Grantee assumes all risk arising from its use of the easement area, and Grantee agrees to indemnify, defend and hold Grantors harmless from any demand, loss, claim, judgment or liability, including but not limited to any attorney's fees and costs incurred by Grantors, arising out of Grantee's use of the easement area.

7. This Easement Agreement shall constitute a covenant and shall run with the land and bind Grantors and Grantors' successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective date and year first above written.

DATED this 14th day of September, 1992.

GRANTORS:


JOSEPH A. BIRKENFELD


DIANE M. BIRKENFELD

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me JOSEPH A. BIRKENFELD and DIANE M. BIRKENFELD, 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 14th day of September, 1992.



Sharon Feldhausen
Notary Public in and for the State of Washington, residing at Carson.

Commission expires: 6-13-93

DATED this 14th day of September, 1992.

GRANTORS:

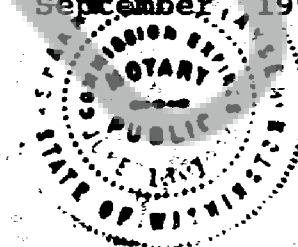
William J. Birkenfeld
WILLIAM J. BIRKENFELD

Mary Lee Birkenfeld
MARY LEE BIRKENFELD

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me WILLIAM J. BIRKENFELD and MARY LEE BIRKENFELD, 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 14th day of September, 1992.



Sharon Feldhausen
Notary Public in and for the State of Washington, residing at Carson.

Commission expires: 6-13-93

DATED this 15th day of September, 1992.

GRANTEE:

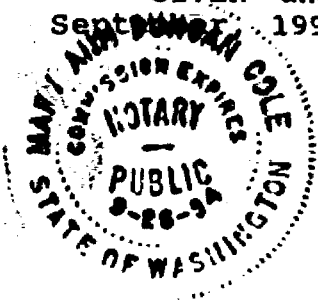
CITY OF STEVENSON

BY *[Signature]*
DAVID MCKENZIE 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 15TH day of September 1992.



Mary Ann Cole
Notary Public in and for the
State of Washington, residing
at No Bonville WA
Commission expires: 9-28-94

Unofficial Copy

114762

BOOK 131 PAGE 548

FILED RECORD
OF THE COUNTY OF WASH
BY City of Stevenson

OCT 24 11 1992

J. Lowry

GARY M. OLSON

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SKAMANIA COUNTY TREASURER

PAID NA

OCT 23 1992

REAL ESTATE EXCISE TAX

Glenn J. Kinnel, Skamania County Auditor
By *[Signature]* 2-9-1-7-2700
2701

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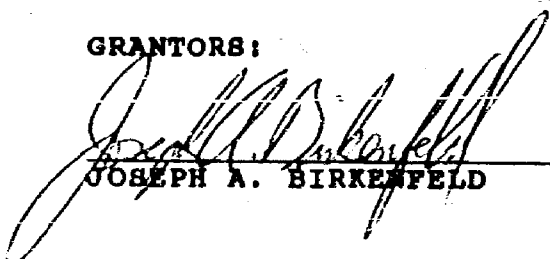
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DATED this 14th day of September, 1992.

GRANTORS:

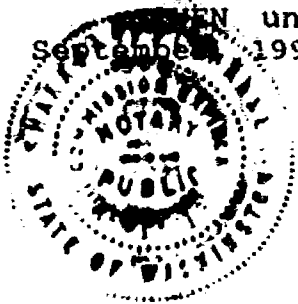

JOSEPH A. BIRKENFELD


DIANE M. BIRKENFELD

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me JOSEPH A. BIRKENFELD and DIANE M. BIRKENFELD, 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 14th day of September, 1992.



Joseph A. Birkenfeld
Notary Public in and for the State of Washington, residing at Carson.

Commission expires: 6-13-93

DATED this 14th day of September, 1992.

GRANTORS:

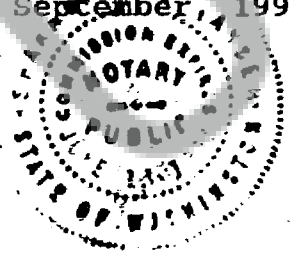
William J. Birkenfeld
WILLIAM J. BIRKENFELD

Mary Lee Birkenfeld
MARY LEE BIRKENFELD

STATE OF WASHINGTON)
) ss.
County of Skamania)

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Joseph A. Birkenfeld
Notary Public in and for the State of Washington, residing at Carson.

Commission expires: 6-13-93

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GRANTEE:

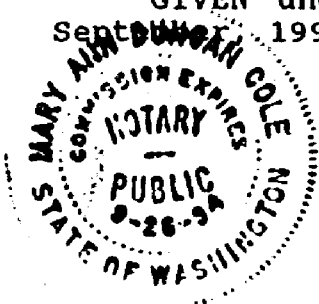
CITY OF STEVENSON

By *David McKenzie*
DAVID MCKENZIE 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 15TH day of September 1992.



M. J. Cole
Notary Public in and for the
State of Washington, residing
at NO Bonnaville WA
Commission expires: 9-26-94

UNOFFICIAL COPY