

FILED FOR RECORD
SKAMANIA CO. WASH
BY *City of Stevenson*

JUN 28 10 33 AM '93

P. Lowry
GARY H. OLSON

EASEMENT AGREEMENT

116572

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THIS EASEMENT AGREEMENT is made and entered into this 22nd day of June, 1992, by and between SKAMANIA COUNTY, WASHINGTON (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 a sewer line, commonly known as the Second Street Extension Sewer Line; and

WHEREAS, Grantee desires to obtain a permanent easement for the purpose of installing, maintaining and operating said sewer line.

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:

A parcel of property 20.00 feet in width in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, being 10.00 feet on both sides of the following described centerline:

For the basis of bearing of this description the North line of the Northwest Quarter of Section 1, Township 2 North, Range 7 East is North 89°19'21" West.

BEGINNING at the Northeast corner of said Section 2;

THENCE South 02°44'51" West, 2718.44 feet to the TRUE POINT OF BEGINNING;

THENCE North 77°31'19" West, 153.33 feet;

EXCEPT any portion thereof lying within Foster Creek Road and Second Street Extension.

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SKAMANIA COUNTY TREASURER

PAID NA

JUN 28 1993

REAL ESTATE EXCISE TAX

NA

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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 sewer line. Grantee shall be allowed to use the easement area, upon reasonable notice to Grantor, to construct, reconstruct, repair, operate and maintain said sewer line.

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:

GRANTEE:

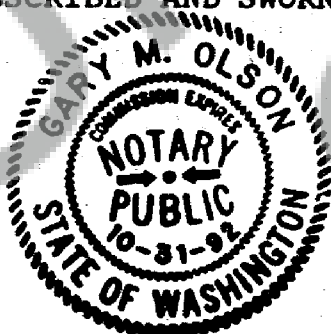
SKAMANIA COUNTY

CITY OF STEVENSON

By [Signature]

By [Signature]

SUBSCRIBED AND SWORN to before me this 22 day of JUNE, 1992.



[Signature]
Notary Public in and for the
State of Washington, residing
at NORTH BONNEVILLE.

Commission expires: 10-31-92

APPROVED AS TO FORM:

[Signature]
Robert K. Leick
Sk. Co. Prosecutor

NO MANHOLE
H. RIM = 139.05
(NW) I.E. = 127.83
TAIL
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