

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

OCT 29 1 48 PM '93

P. Lowry
AUDITOR

GARY M. OLSON

EASEMENT AGREEMENT

117803

BOOK 139 PAGE 176

THIS EASEMENT AGREEMENT is made and entered into this 18th day of October, 1993, by and between the WESTERN OREGON CONFERENCE ASSOCIATION OF SEVENTH DAY ADVENTISTS (hereinafter "Grantor"), and the CITY OF STEVENSON, WASHINGTON (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain land situated in Skamania County over, under, upon and across which the Grantee will install a water line, commonly known as the upper Columbia Street lateral; and

WHEREAS, Grantee desires to obtain a permanent easement for the purpose of installing, maintaining and operating said water 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 ten feet in width over and across Tax parcel 3400 in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, being 5.00 feet on both sides of the following described centerline:

Ten feet south of the north line of Tax Parcel 3-7-36-DD-3400 running parallel to the full length of the north line of the parcel for approximately 100 feet.

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

Glenda J. Kimmel, Skamania County Assessor
By: *[Signature]* Parcel # 03-07-36-443400-00
10-29-93

Registered	<i>[initials]</i>
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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 the 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.

7. The Grantee agrees that no routine repairs or construction work will be conducted on this easement between Friday sundown and Saturday sundown. Emergency work will be exempt from this restriction.

8. The Grantee agrees to install an approximately 100 foot drainage system paralleling this tax lot boundary line. The drainage system will consist of four inch perforated pipe bedded in one and one-half inch of river rock with geotextile fabric. The drainage line will connect with the existing storm sewer line. The Grantee will replace and reseed the soil, and will return the west rock wall to its original condition.

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

GRANTOR:

GRANTEE:

WESTERN OREGON CONFERENCE
ASSOCIATION OF SEVENTH-DAY
ADVENTISTS

CITY OF STEVENSON

BY: 
Corporation Secretary

BY: 

APPROVED BY:

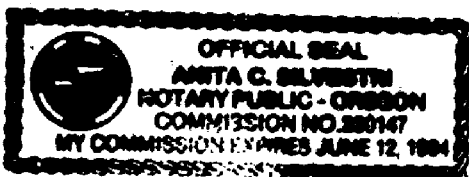
STEVENSON SEVENTH-DAY
ADVENTIST CHURCH

BY: 

STATE OF OREGON)
) ss.
County of Clackamas)

On this 18th day of October, 1993, personally appeared before me HERALD FOLLETT, to me known to be the Secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that he authorized to execute said instrument and that seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Anita C. Silvestri
NOTARY PUBLIC in and for the State of Oregon
My commission expires 6-12-94

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 20th day of October, 1993, personally appeared before me David McKenzie, to me known to be the Mayor of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposed therein mentioned, and on oath stated that he is authorized to execute said instrument and that seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above



Mary Ann Dunning
NOTARY PUBLIC in and for the State of Washington
My appointment expires 9-26-94

STATE OF WASHINGTON)

) SS. _____

County of Skamania)

On this the 20th day of October, 1993, before me, the undersigned Notary Public, personally appeared Annie R. Davis, personally known to me (proved to me on the basis of satisfactory evidence) to be the person who made and acknowledged her signature stamp on the within instrument in my presence and in the presence of the two persons indicated below who have signed this instrument as witnesses.

Witness my hand and official seal.



Michelle R. Eldred

NOTARY PUBLIC in and for the State of Washington.

My appointment expires 5-29-95

Mary Ann Duncan-Cole

Witness

Mary Ann Duncan-Cole

P.O. Box 173

N. Bonneville, WA 98639

Tonya I. Jones

Witness

Tonya I. Jones

MP 1.84L Metzger Road

Carson, WA 98610

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