

FILED FOR RECORD
SKAMIA COUNTY, OREGON
City of Stevenson

JAN 10 12 03 PM '94

GARY M. OLSON

AGREEMENT FOR ABANDONMENT
OF CLAIM TO PRESCRIPTIVE EASEMENT
(Iman Springs Water Line)

118446

BOOK 140 PAGE 735

THIS AGREEMENT is by and between the CITY OF STEVENSON, a Washington municipal corporation (herein "the City"), and CARL Halvorson, a married man dealing in his separate property (herein "Halvorson") and HALVORSON MASON CORPORATION, an Oregon corporation (herein "Halvorson Mason").

Recitals

WHEREAS, Halvorson and Halvorson Mason are the owners of certain real property described on Exhibit A attached hereto and incorporated herein, commonly known as Tax Parcel No. 2-7-2-A-1100 and referred to herein as "the Halvorson property."

WHEREAS, sometime prior to 1930 the City installed a water line on the Halvorson property to serve the residents of the City of Stevenson, which line is commonly known and referred to herein as "the Iman Springs Water Line."

WHEREAS, the City has not used the Iman Springs Water Line since at least 1973, and no longer has need for the line based on the following facts: (a) certain lots formerly served by the Iman Springs Line have been placed under a single ownership which has established domestic water service for said lots; (b) the remaining lots formerly served by the Iman Springs Water Line will be served by a line already constructed by the City along Foster Creek Road; and (c) the City plans to construct a new line running north and east of Iman Spring to carry water to the City's water treatment plant, and the existing Iman Springs Water Line, which presently carries untreated water not suitable for domestic use, cannot be used for carrying water to the treatment plant.

WHEREAS, the City may have acquired a prescriptive easement across the Halvorson property as a result of its prior use of the Iman Springs Water Line, but now desires to abandon the line and the easement, if any, for the reasons set out hereinabove.

WHEREAS, the parties desire to enter into this agreement releasing any claim of the City in or to the Halvorson Property and providing for abandonment of the Iman Springs Water Line.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

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Indexed, Orig
Indirect
Filed
Mailed

Section 1
Abandonment of Water Line and Easement Claim

The City hereby declares the Iman Springs Water Line abandoned and waives any claim it may have to an easement for a water line across the Halvorson property described in Exhibit A attached hereto and incorporated herein.

Section 2
Removal or Blocking of Water Line

Halvorson and Halvorson Mason, jointly and severally, agree that they will forthwith, at their sole cost and expense, either physically remove the Iman Springs Water Line or permanently block the line so that it can no longer carry water.

Section 3
Hold Harmless and Indemnification

Halvorson and Halvorson Mason, jointly and severally, agree to defend and hold the City harmless from any and all claims, by any party, which may arise at any time in connection with the existence of the Iman Springs Water Line on the Halvorson property or the removal or blocking of same.

Section 4
Attorney Fees

In the event of any action arising under the terms of this agreement, the prevailing party therein shall recover costs and reasonable attorney fees.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

CITY OF STEVENSON

By: 

David McKenzie
Mayor

HALVORSON MASON CORPORATION

By: 

Name: CARL M. HALVORSON
Title: President

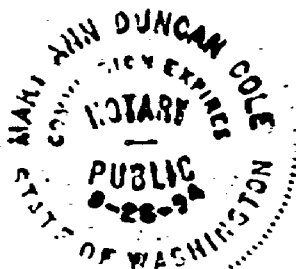

CARL HALVORSON, Individually

STATE OF WASHINGTON)
County of Skamania)

BOOK 140 PAGE 737

I certify that I know or have satisfactory evidence that **David McKenzie** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the **City of Stevenson** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated January 7 1994
Signature of [Signature]
Notary Public M.A. Duncan-Cole
Name M.A. Duncan-Cole
NOTARY PUBLIC of the State of Washington
My commission expires 9-26-94



STATE OF WASHINGTON) OREGON
County of ~~Skamania~~) Clackamas

I certify that I know or have satisfactory evidence that **Carl M. Halvorson** is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument, on oath stated that he/~~she~~ was authorized to execute the instrument and acknowledged it as the President of **Halvorson Mason Corporation**, an Oregon corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



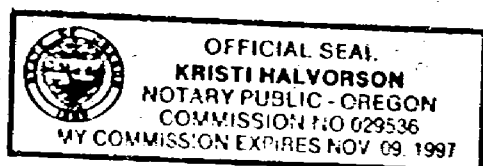
Dated December 27, 1993
Signature of [Signature]
Notary Public Kristi Halvorson
Name KRISTI HALVORSON
NOTARY PUBLIC of the State of Washington Oregon
My commission expires 11/9/97

STATE OF ~~WASHINGTON~~ OREGON

BOOK 140 PAGE 738

County of ~~Skamania~~ Clackamas

I certify that I know or have satisfactory evidence that Carl Halvorson is the persons who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated December 27, 1993

Signature of

Notary Public Kristi Halvorson

Name Kristi Halvorson

NOTARY PUBLIC of the State of ~~Washington~~ Oregon

My commission expires 11/9/97

Unofficial Copy

BOOK 110 PAGE 739

BOOK 138 PAGE 827

EXHIBIT "A"

A Tract of land located in the Felix G. Iman D.L.C. in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington more particularly described as follows:

Beginning at the Northwest corner of the D. Baughman D.L.C., said point being located in the right of way for the county road known and designated as the Red Bluff Road; thence South 132 feet; thence West 190 feet; thence North 132 feet; thence West 74 feet; thence North 76 degrees 15' West 132 feet; thence North 56 degrees 30' West 477 feet, more or less, to intersection with the most Southerly corner of the tract conveyed to Carl Krohn by Treasurer's Deed dated January 29, 1954, and recorded at Page 439 of Book 37 of Deeds, records of Skamania County Washington; thence North 40 degrees East 432 feet, more or less, along the Easterly line of said Krohn tract to intersection with the Red Bluff Road; thence in a Southeasterly direction following said road to the point of beginning.

EXCEPTING THEREFROM, that portion of property previously conveyed to Bertha Bell by Cling R. Lee by deed dated December 3, 1950, and recorded in book 79, Page 40, under Auditors File No. 91713, Deed Records of Skamania County, Washington.

ALSO EXCEPT the following tract of land:

Beginning at the Northwest corner of the D. Baughman D.L.C., said point being located in the right of way for the county road known and designated as the Red Bluff Road which is the True Point of Beginning; thence South 132 feet; thence West 190 feet; thence North 132 feet; thence East 190 feet to the True Point of Beginning.

ALSO EXCEPT the portion Deeded to Skamania County by instrument recorded March 23, 1976 in Book 70, Page 714, Skamania County Deed Records.

SUBJECT TO:

1. Easement for Water Main including the terms and provisions thereof, as disclosed by instrument recorded in Book 47, Page 153, Skamania County Deed Records.
2. Rights of the Public in and to that portion lying within Road.