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FILED IN THE
SKAMANIA COUNTY CLERK'S
OFFICE
BY City of Stevenson
Mar 24 4 25 PM '98
GARY H. OLSON
AUDITOR

After Recording Mail To:
City of Stevenson
PO Box 371
Stevenson, WA 98648

EXAMINED
FILED
INDEXED
RECORDED
MAR 24 1998

EASEMENT AGREEMENT
Tax Lot 3-7.5-36-BC-1400

THIS EASEMENT AGREEMENT is made and entered into this
18th day of February, 1997, by and between

Patrick H. McCauley and Linda M. McCauley
(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 certain drainage improvements; and

WHEREAS, Grantee desires to obtain a permanent easement for the purpose of installing, maintaining and operating said drainage improvements,

Gary H. Olson, Skamania County Auditor

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

Date 3-24-98 Parcel # 3-7.5-36-1400

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:

The southerly 12 feet of that parcel conveyed by Quit Claim Deed from Melvin Engel, Jr. and Rena Engel, husband and wife, to Linda and Patrick McCauley as recorded in Book 128, Page 899, records of Skamania County, Washington; also described as the southerly 12 feet of the following tract:

Beginning at the northeast corner of Lot 7, Block 6, of the Second Addition to Hill Crest Acre Tracts as recorded in Book A of Plats, Page 100, records of Skamania County, Washington; thence West along the North line of said Lot 7 a distance of 128.6 feet; thence South 25 feet; thence East 130 feet more or less to the Easterly line of Lot 7; thence N11°39'W to the point of beginning.

2. Grantee, its agents, successors, assigns, independent contractors and invitees shall use the easement area described above for the construction, installation, maintenance, repair and drainage improvements installed. Grantee shall be allowed to use the easement area, upon reasonable notice to Grantor, to construct, reconstruct, repair, operate and maintain said drainage improvements.

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 attorneys 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:

[Signature: Linda McCauley]
Linda McCauley

GRANTEE:

City of Stevenson

By *[Signature]* day of February, 1997.

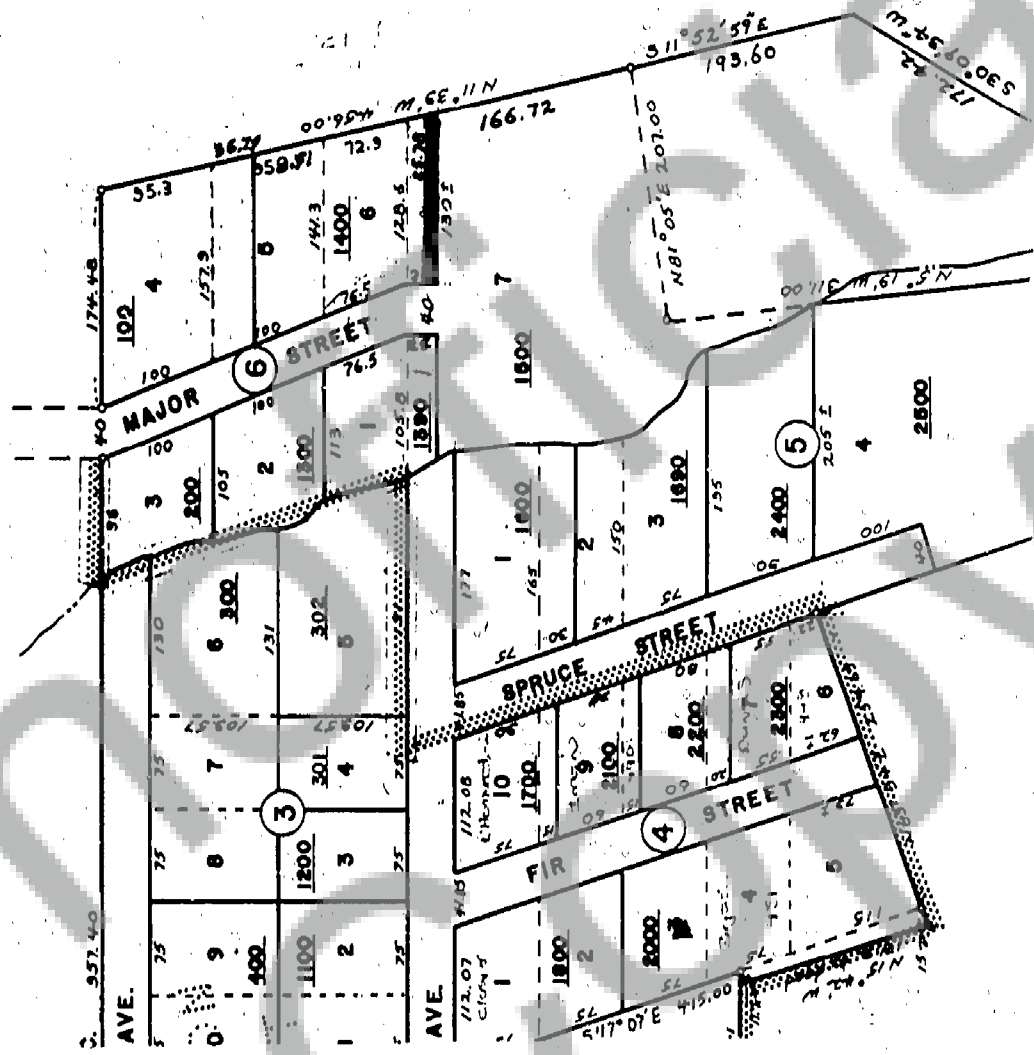
SUBSCRIBED AND SWORN to before me this 18th day of February, 1997.



[Signature: Notary Public]
Notary Public in and for the
State of Washington, residing
at Stevenson, Washington.
Commission expires 8-30-00.

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3-71/2-36-BC



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113610



First American Title
INSURANCE COMPANY

Filed for Record at Request of

Name Linda McCauley

Address M.P. 0.75 Duran Creek Rd

City and State Stamania Washington

1st Third

Second

Third

Fourth

Fifth

THIS SPACE RESERVED FOR RECORDING USE

FILED FOR RECORD

BY Linda McCauley

DATE 10-25-82

BY Linda McCauley

DATE 10-25-82

BY Linda McCauley

DATE 10-25-82

Quit Claim Deed & Boundary Line Adjustment

THE GRANTOR Melvin Engel, Jr and Leno Engel (husband & wife)

for and in consideration of love and affection

conveys and quit claims to Linda McCauley (daughter) (husband & wife) the following described real estate situated in the County of Stamania State of Washington together with all other acquired title of the grantor(s) therein:

Lot 5 except the north 1/4 of Section 17, Township 12N, Range 1E, S. 17E, E. 1E, all in Block 4, Second Addition to Hill Crest Oak Tract, according to the plat thereof recorded in Book "A", Page 900 of Plat, Stamania Co. records and described as follows:

Beginning at the northeast corner of said lot 7 thence west along the north line thereof 138.6 feet; thence south 25 feet; thence east 130 feet; more or less to the easterly line of said lot 7; thence north 11' - 39" west to the point of beginning.

Together with an easiment 25 feet in width for the installation, use and maintenance of a domestic water line across parcel 1.

to the water line 20.0 mile boundary line adjoineded to lot 5 to lot 6 is conveyed a whole parcel and can be Sept 1982.

14987

REAL ESTATE EXCISE TAX

MAY 26 1982

STATE OF WASHINGTON

County of Stamania

by Linda McCauley

for Melvin Engel, Jr. and Leno Engel

husband and wife

they signed in and to their free and voluntary act and deed for the

purpose of conveying the above described premises to the said Linda McCauley

and her heirs, assigns and assigns forever.

Witness my hand and official seal this 27th day of May 1982.

Linda McCauley

Notary Public for the State of Washington

My Commission Expires: 9-1-84

Q100 J. Mineral, Leasing County Assessor
By: 8-25-86 2-3-1100