

WHEN RECORDED RETURN
TO:

CITY OF STEVENSON
7121 E. Loop Rd.
P.O. Box 371
Stevenson, WA 98648

Document titles or transactions contained therein:

Easement Dedication

GRANTOR(S) (Last name, first, then first name and initials)

Terrapins Owner LLC

GRANTEE(S) (Last name, first, then first name and initials)

City of Stevenson

SUBJECT PROPERTY LEGAL DESCRIPTION (Abbreviated: Lot, Block, Plat/Section, Township, Range,Qtr/Qtr)

Parcel located in Section 2, Township 2 North, Range 7 East, Willamette Meridian

Complete metes and bounds legal description is attached as Exhibit "A".

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-07-02-00-0612

REFERENCE NUMBER(S) of Documents assigned or released

NA

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

A PUBLIC EASEMENT DEDICATION

The Grantor, Terrapins Owner LLC, a corporation in the State of Delaware, for valuable consideration does hereby declare and dedicate to public use to the City of Stevenson, a municipal corporation of the State of Washington, its successors and assigns, hereafter referred to as the City, a perpetual public easement for the purpose of **constructing, maintaining, repairing, and reconstructing utilities and a public pedestrian and bicycle path and amenities for the Bridging Byway Communities over the Bridge of the Gods construction project** along with the rights of ingress and egress as reasonably necessary to access the dedicated area over Grantor's property located in Skamania County, State of Washington, to-wit:

See Legal Description in Exhibit "A" and maps in exhibits "B" and "C", attached.

Tax Parcel: **02-07-02-00-0612**

Hereinafter referred to as the "Easement Area"

The granting of this easement does not entitle the City to ownership or use of the merchantable timber removed from the Easement Area for construction of the utilities and pedestrian and bicycle path. All merchantable timber that is removed for the Easement Area remains the property of the Grantor to be sold or used for firewood.

TO HAVE AND TO HOLD the above easement unto said City, its successors and assigns, forever. **The parties agree consideration for this easement is a full, fair and final compensation.**

Time is of the essence in the performance of this agreement. This agreement, and the easement described herein, shall be terminated and shall revert back to the Grantor if construction on the pedestrian and bicycle path is not started within one year of this agreement date. As the term is used herein, "started" shall mean all necessary permits are in place and land-clearing or construction activities have commenced within the Easement Area. In the event Grantor determines construction has failed to timely start, Grantor may record a "Notice of Reversion of Easement" at any time after the expiration of such one year period.

This agreement is binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns with respect to the burdened and benefited property described herein. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this agreement and shall be of no further force or effect. This agreement may not be amended or modified except in writing executed by both of the parties. The making and execution of this agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed. The failure by any party to insist upon the strict performance of any provisions of this agreement, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such

provision and the same shall nevertheless be and remain in full force and effect. If any provisions of this agreement as applied to any party or to any circumstance shall be determined by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect any other provision of this agreement or the validity or enforceability of the agreement as a whole. This agreement shall be governed by and construed in accordance with the internal laws of the State of Washington.

Grantee shall maintain, or cause to be maintained, in good order, condition and repair, and in a clean and neat condition, the Easement Area, including the landscaping thereon, and make any and all repairs and replacements that may from time to time be required with respect thereto. In the event Grantee fails to maintain the Easement Area in accordance with the terms of the foregoing sentence, Grantor shall send written notice of such failure to Grantee and upon the failure of Grantee to cure such breach within thirty (30) days following receipt of such notice (except in the event of an emergency when no notice shall be required), Grantor shall have the right to perform such obligation on behalf of Grantee and be reimbursed by Grantee upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America, N.A. (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law).

Grantee shall indemnify and hold Grantor, its members, officers, directors, representatives, employees and agents, harmless from and against all claims, actions, damages, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or out of any occurrence in, upon or at the Easement Area.

To the fullest extent permitted by law, the parties waive any right to a trial by jury respecting litigation directly or indirectly arising out of, under or in connection with this Easement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived.

Notices to be given under this agreement shall be delivered or mailed to the following: Grantor—Skamania Lodge, 1131 SW Skamania Lodge Drive, PO Box 189, Stevenson, WA 98648; Grantee—City of Stevenson, Attn: Public Works Director, 7121 E. Loop Rd., P.O. Box 371, Stevenson, WA 98648

The individuals executing this agreement each represent and warrant: (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

Grantor, Terrapins Owner LLC and the City of Stevenson, as Grantee, do hereby agree to the terms of this Easement Dedication as set forth herein.

[SIGNATURE PAGE TO PUBLIC EASEMENT DEDICATION]

GRANTOR:

TERRAPINS OWNER LLC,
a Delaware limited liability company

By: *RM*
Its: PRESIDENT

Dated this 10th day of February, 2014.

STATE OF Maryland)
County of Montgomery)

I certify that I know or have satisfactory evidence that Raymond W. Marty 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 of Terrapins Owner LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 10th day of February, 2014.

Ana Maria's Bittel
Notary Public in and for the State of Maryland
Resident at _____

Ana Maria Bittel
Notary Public-Maryland
Montgomery County
My Commission Expires
February 20, 2016

[SIGNATURE PAGE TO PUBLIC EASEMENT DEDICATION]

GRANTEE:

CITY OF STEVENSON,
a municipal corporation

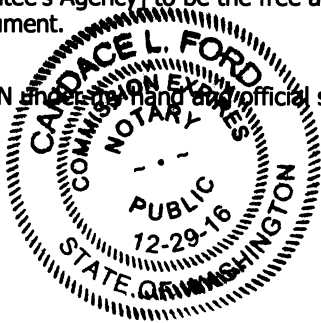
By: Frank W Cox
Its: MAYOR

Dated this 27th day of February, 2014.

STATE OF Washington)
County of Skamania)

I certify that I know or have satisfactory evidence that Frank Cox [Grantee's name] 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 [Grantee's Title] of [Grantee's Agency] to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 27th day of February, 2014.



Cadace L. Ford
Notary Public in and for the State of Washington
Resident at Stevenson

EXHIBIT "A"
EASEMENT LEGAL DESCRIPTION

Unofficial
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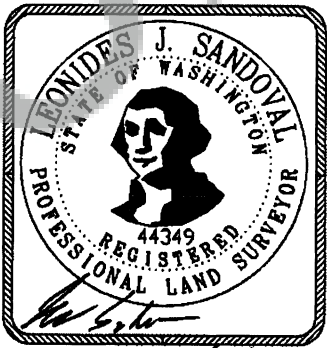
EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE BAUGHMAN DLC; THENCE SOUTH 00°54'52" WEST, ALONG THE WEST LINE OF SAID BAUGHMAN DLC, A DISTANCE OF 3097.71 FEET; THENCE SOUTH 89°05'08" EAST, 154.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84°17'38" EAST, 164.78 FEET; THENCE NORTH 52°55'31" EAST, 271.55 FEET; THENCE NORTH 40°41'34" EAST, 337.00 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY OF ROCK CREEK DRIVE; THENCE FOLLOWING THE WESTERLY RIGHT OF WAY OF SAID ROCK CREEK DRIVE ALONG A CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 26°21'18", AN ARC LENGTH OF 92.00 FEET, A CHORD THAT BEARS SOUTH 02°48'16" WEST, AND A CHORD DISTANCE OF 91.19 FEET; THENCE SOUTH 40°41'34" WEST, LEAVING THE WESTERLY RIGHT OF WAY OF SAID ROCK CREEK DRIVE, 426.78 FEET; THENCE SOUTH 52°55'31" WEST, 118.81 FEET; THENCE NORTH 50°00'10" WEST, 19.52 FEET; THENCE SOUTH 84°17'38" WEST, 190.27 FEET; THENCE NORTH 18°00'11" WEST, 60.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 48,975 SQ. FT., 1.13 ACRES, MORE OF LESS



Expires 9/8/2014

Easement Dedication Exhibit "A"- Page 2

**TRAIL EASEMENT
LEGAL DESCRIPTION
EXHIBIT "A"**



Klein & Associates, Inc.

ENGINEERING • LAND SURVEYING • PLANNING

1411 13th St. Hood River, OR 97031

Tel: (541)386-3322

info@kleinassocinc.com

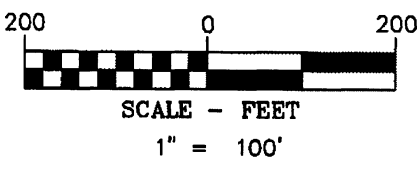
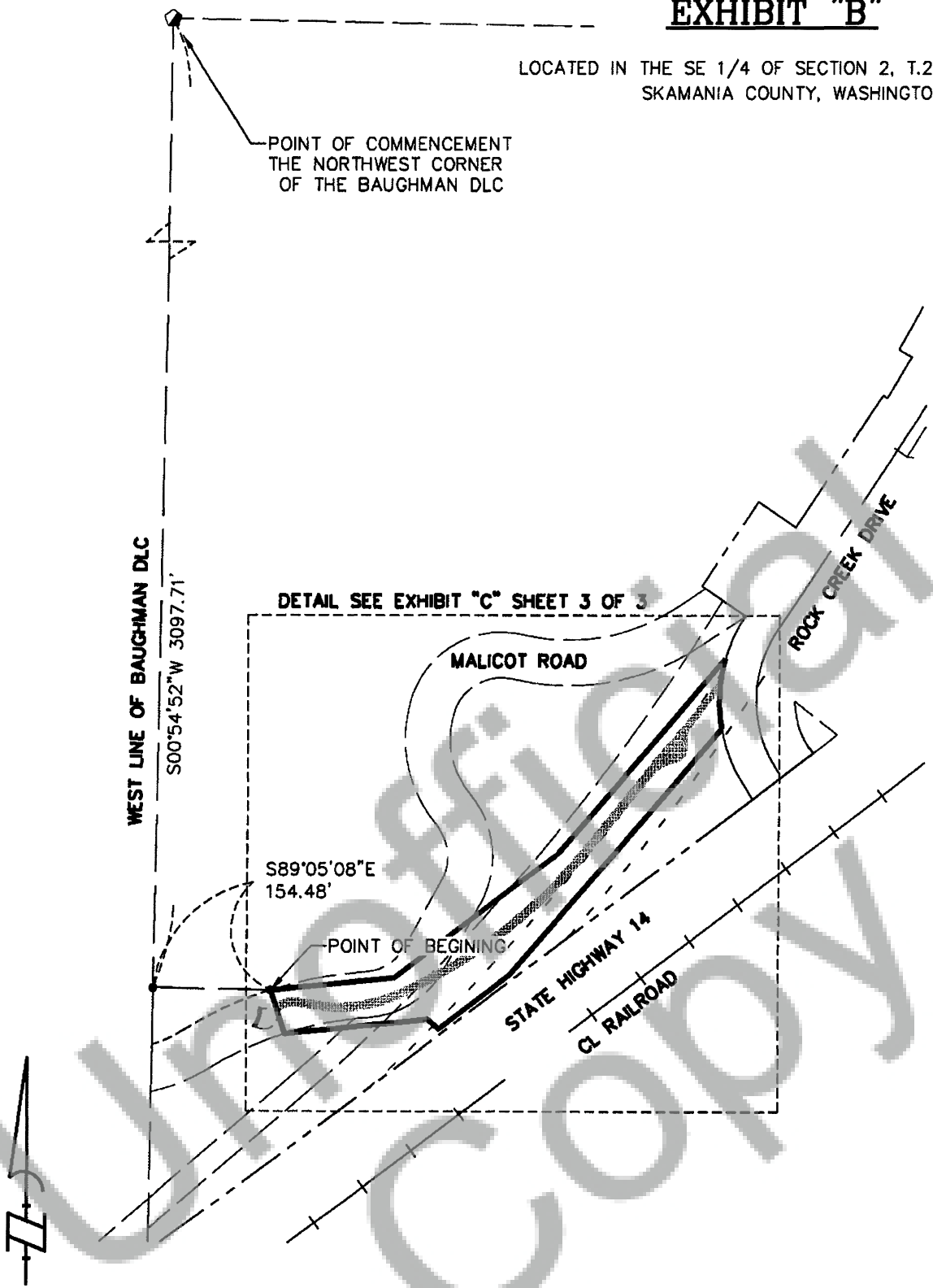
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DRAFT: CM
APPROVE: JK
DATE: 7-25-2013
SHEET: 1 OF 3 SHEETS

EXHIBIT "B"
EASEMENT AREA OVERVIEW

Unofficial
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EXHIBIT "B"

LOCATED IN THE SE 1/4 OF SECTION 2, T.2N, R.7E W.M.
SKAMANIA COUNTY, WASHINGTON



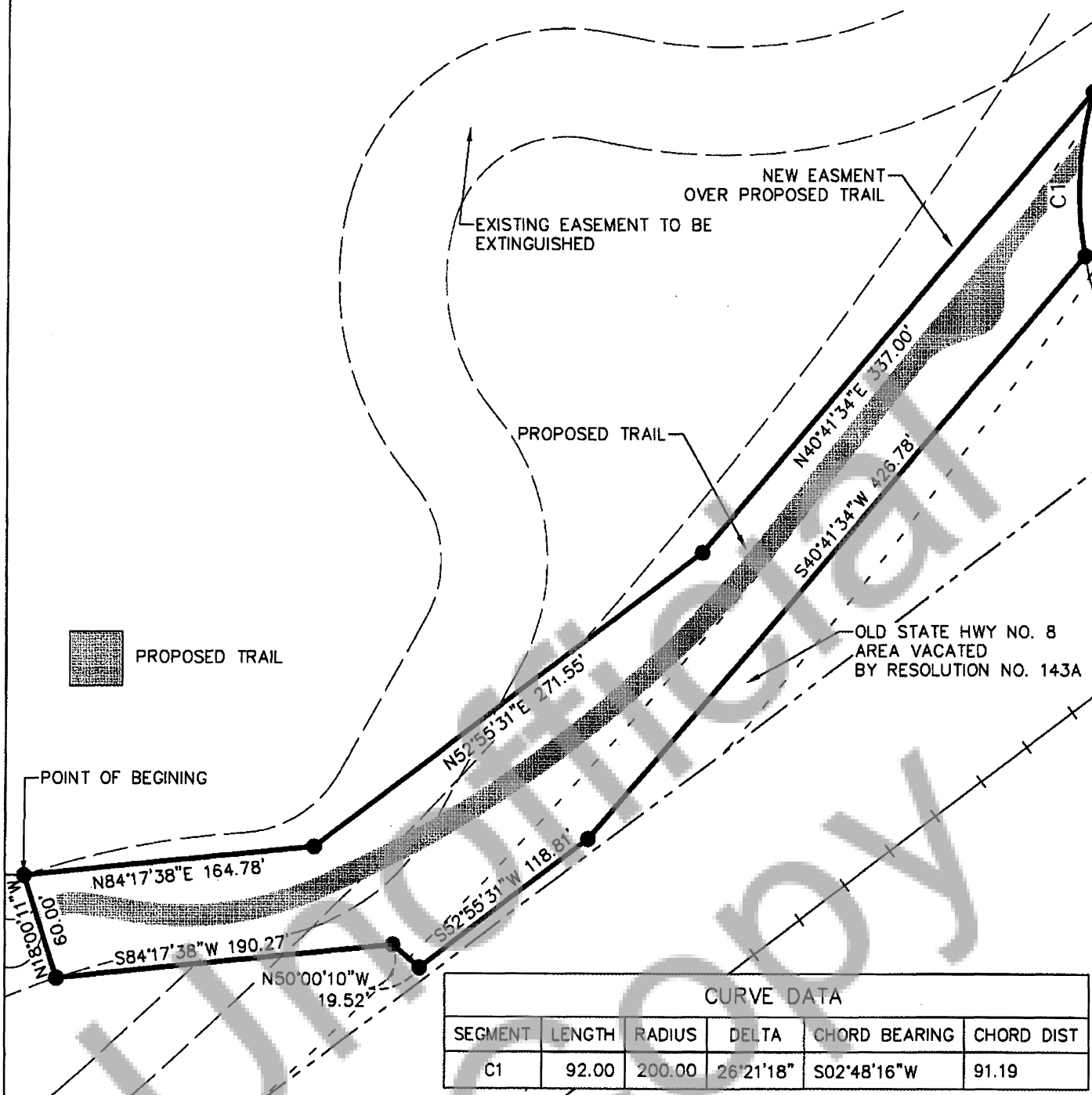
Easement Dedication Exhibit "B"- Page 2

TRAIL EASEMENT EXHIBIT "B" OVERVIEW	
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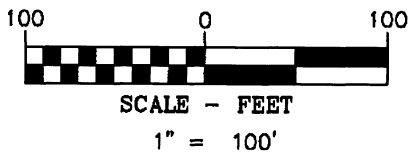
EXHIBIT "C"
EASEMENT AREA DETAIL

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EXHIBIT "C"



CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST
C1	92.00	200.00	26°21'18"	S02°48'16"W	91.19



Easement Dedication Exhibit "C"- Page 2

**TRAIL
EASEMENT EXHIBIT "C"
DETAIL**

Klein & Associates, Inc.
ENGINEERING • LAND SURVEYING • PLANNING
1411 13th St. Hood River, OR 97031
Tel: (541)386-3322
info@kleinassocinc.com

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