

WHEN RECORDED RETURN TO:

City of Stevenson
Attention Nick Hogan, City Administrator
PO Box 371
Stevenson, WA 98648

DOCUMENT TITLE(S)

Memorandum of Easement dated April 16, 2015

REFERENCE NUMBER(S) OF Documents assigned or released:

BNSF Memo of Easement April 16, 2015

GRANTOR(S)

BNSF Railway Company

GRANTEE(S)

City of Stevenson

LEGAL DESCRIPTION (Abbreviated. i.e. Lot, Block, Plat or Section, Township, Range, Quarter)

RUSSELL ST CROSSING NWS DIV FALLBRIDGE SUB LS 47 MP 53.88 - 53.9 - DOT# 090148C

Tax Parcel Number(s)

N/A

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

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this 16 day of April, 2015 by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and **CITY OF STEVENSON**, a municipal corporation of the State of Washington ("**Grantee**"), whose address for purposes of this instrument is 7121 E. Loop Road, Stevenson, WA 98648, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in Skamania County, Washington as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated April 16th, 2015 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: Marvin Hill
Name: Marvinique Hill
Title: Asst. Manager

STATE OF TEXAS

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§
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 16th day of April, 2015, by MARVINIQUE Hill (name) as Asst. Manager Real Estate (title) of BNSF RAILWAY COMPANY, a Delaware corporation.

Cathy T. Benton
Notary Public

My appointment expires: Feb 17, 2019

(Seal)



GRANTEE:

CITY OF STEVENSON,
A municipal corporation of the
State of Washington

By: *Frank H Cox*
Name: Frank Cox
Title: Mayor

STATE OF WA §
§
COUNTY OF Skamania §

This instrument was acknowledged before me on the 9th day of January,
2015, by Frank Cox (name) as
Mayor (title) of City of Stevenson, a
Municipal Corporation.

Carla J. Cosentino
Notary Public

My appointment expires: 8/20/16

(Seal)

