

4764622 SEWEAS

RecFee - \$75.00 Pages: 14 - CITY OF CAMAS
Clark County, WA 05/18/2011 10:41

After Recording Return to:
City of Camas
616 NE Fourth Avenue
Camas WA 98607

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

EXEMPT

Affd. # 0 Date 5-18-11
For details of tax paid see

Affd. # 0
Doug Lasher
Clark County Treasurer

By JH
Deputy

SEWER EASEMENT AGREEMENT

Grantor: Eiford Properties, LLC

Grantee: City of Camas

Abbreviated Legal Description (abbreviated):

Ptn of NW ¼, SEC 5, T1N, R3E, W.M.

Additional Legal Description on attached Exhibits A-1 and B-1

Assessor's Tax Parcel Account No.: 126043-000

SEWER EASEMENT AGREEMENT

This Sewer Easement Agreement (this "Agreement") between Eiford Properties, LLC, a Washington limited liability company ("Eiford") and the City of Camas, a Washington municipal corporation (the "City") is made effective as of April 11, 2011.

KNOW ALL MEN BY THESE PRESENTS that Eiford does hereby grant, bargain, and convey, without warranty and subject to all existing conditions and encumbrances, to the City a permanent non-exclusive easement for the purpose of installing, repairing, replacing, maintaining and operating a ten inch (10") diameter underground gravity sanitary sewer line (hereinafter referred to as the "Sewer Line") over, under, and across a fifteen foot (15') wide strip of real property legally described on **Exhibits A-1 and B-1** attached hereto and incorporated herein by reference and located as shown on the drawings attached hereto **Exhibits A-2 and B-2** and incorporated herein by reference (the "Easement Area"). The Easement Area is a portion of a parcel of property owned by Eiford bearing Clark County Assessor's Tax Parcel No. 126043-000 and legally described and located as shown on **Exhibits C-1 and C-2**, respectively, attached hereto and incorporated herein by reference (the "Eiford Property").

The easement granted herein is for the purpose of a public sewer line; provided, however, except for the grant of said easement to the City, nothing contained in this Agreement shall be deemed to be a gift or dedication of the Eiford Property or any portion thereof to the general public or for any public purposes whatsoever. The City and the employees and authorized agents and contractors of the City shall have the right to go upon the Easement Area to construct, install, repair, replace, maintain and operate Sewer Line. The Sewer Line will be located underground and at an elevation no greater than the existing ground elevation. Except in the case of an emergency, the City shall notify Eiford in writing at least ten (10) days prior to conducting any repairs to or replacement of the Sewer Line. Notices to Eiford shall be sent to Eiford at Eiford Properties, LLC, 1551 NE 5th Avenue, Camas, Washington 98607 or at such other address as Eiford gives to the City by written notice.

As required by the Pre-Annexation Development Agreement dated January 8, 2008 and recorded under Clark County Auditor's File No. 4411832, as amended by the Addendum to Pre-Annexation Development Agreement dated March 16, 2010 and recorded under Clark County Auditor's File No. 4663471 (the "DA"), the City has previously completed installation of the Sewer Line in the Easement Area and such improvements as installed have been fully accepted by the City. The City agrees to maintain the Sewer Line in good and operable condition and to maintain, repair, replace and operate the Sewer Line in accordance with the standard customary for public sewer line utilities in the State of Washington. The location of the Easement Area is based on the center-line of the as-built location of the Sewer Line, and the City and Eiford agree that the location of the Easement Area satisfies the requirements of the DA and supersedes the slightly different location for it described in the DA.

The City shall be obligated to repair any damage to the Easement Area, the Eiford Property or any improvements thereon caused by the installation, maintenance, repair, replacement or operation of the Sewer Line or by the exercise of the City's rights and obligations under this Agreement, and to restore said property to a state reasonably equal to the state which existed immediately prior to such damage. The City hereby releases and shall indemnify, defend, and hold Eiford harmless from and against any damage to any utilities within the Easement Area caused by the actions of the City or its employees, authorized agents and contractors, provided that Eiford calls for proper utility locates, as required by law, prior to any excavation, grading or other construction activity within the Easement Area.

All construction and other activities by the City and its agents, contractors and employees with respect to the Sewer Line and all improvements, fixtures and equipment placed within the Easement Area by the City shall comply with applicable federal, state, and local laws, regulations and permits and the City shall provide for erosion control. All activities of the City and its agents, contractors and employees on or with respect to the Sewer Line, Easement Area or other portion of the Eiford Property shall be conducted in a good and workmanlike, diligent and lien-free manner and with as little interference to or impact on the Eiford Property as is reasonably possible. The City shall promptly remove any trash, materials or debris brought onto the Eiford Property in connection with such activities. The City shall not fuel or place oil in vehicles or equipment on the Eiford Property and shall promptly cleanup, remove and properly dispose of any oil or fuel spills or drippings that may occur on the Eiford Property in connection with the City's activities thereon. The City may temporarily enter onto the portion of the Eiford Property adjacent to and within ten feet (10') of the boundary of the Easement Area on occasion, not to exceed once a month, as reasonably necessary to access the Sewer Line for routine utility maintenance, provided such entry shall not unreasonably interfere with the use of the Eiford Property.

Notwithstanding anything in this Agreement to the contrary, no agent or contractor of the City shall enter upon or have the right to enter upon the Eiford Property until such agent or contractor provides Eiford with satisfactory proof that such agent or contractor has acquired an occurrence basis commercial general liability insurance policy with limits of at least \$2,000,000, issued by an insurance company reasonably acceptable to Eiford and complying with the City's Standard Specifications for the project, and naming the City and Eiford as additional insureds as evidenced by an appropriate endorsement to such policy.

This Agreement does not grant or convey to the City or the public any right, title or interest, except those expressly granted to the City in this Agreement, nor shall this Agreement otherwise prevent or limit Eiford and its successors and assigns from the full use and dominion of and over the Eiford Property; provided, however, that such use shall not materially interfere with the rights granted to the City in this Agreement.

DKE

The City shall indemnify, hold harmless and defend Eiford and Eiford's officers, directors, managers, agents, members, successors and assigns, from and against any and all losses, injuries, liens, claims, demands, suits and causes of action and damages, including, but not limited to, court costs, reasonable attorney's fees and expert witness fees (i) resulting from the exercise by the City or its agents, contractors or employees of the rights granted to the City under this Agreement or from their entry onto the Eiford Property or from their negligence or misconduct on or with respect to the Eiford Property or (ii) arising from any default or breach by the City or its agents, contractors or employees of any covenant, obligations, term, or condition contained in this Agreement.

The benefits and burdens created by this Agreement and the grant of easement and rights and obligations contained in this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns; provided, however, none of the City's rights, interests or obligations under this Agreement shall be assigned without the prior written consent of Eiford or its successors and assigns, and any such assignment made without such prior written consent shall be void.

Eiford reserves to itself the right to use any and all of the Eiford Property for all lawful uses not inconsistent with the City's rights under this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In the event of a party's breach of any of the covenants, obligations or agreements set forth in this Agreement, the other party shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of competent jurisdiction. In any suit, action, or appeal therefrom to enforce any provision hereof or to interpret this Agreement, the substantially prevailing party shall be entitled to recover its costs and expenses incurred therein, including reasonable attorneys' fees.

This Agreement may be executed and acknowledged in multiple counterparts, which together shall constitute one agreement, and the original signature and acknowledgement pages from one party's counterpart hereof and may be detached and reattached to the original counterpart executed and acknowledged by other party in order to assemble the counterparts into one document for recording.

No monetary consideration is being given for this grant of easement.

Donald K. Eiford, the President of Eiford Properties, LLC and signatory of this Agreement for Eiford, certifies by signing this Agreement that he is authorized to sign this instrument on behalf of Eiford.

DWT 16648220v5 0069965-000001

4

DKE

IN WITNESS WHEREOF, THIS AGREEMENT has been made and signed by the parties hereto as of the date first above written.

EIFORD PROPERTIES, LLC

By: Donald K. Eiford
Donald K. Eiford, Its President

CITY OF CAMAS, WASHINGTON

By: Paul Dennis
Paul Dennis, Mayor

DWT 16648220v5 0069965-000001

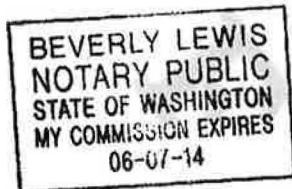
5


DKE

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 12 day of April, 2011, before me, a Notary Public in and for the State of Washington, personally appeared DONALD K. EIFORD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of EIFORD PROPERTIES, LLC, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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

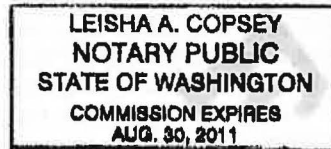




NOTARY PUBLIC in and for the State of
Washington, residing at Kent
My appointment expires 06-07-2014
Print Name Beverly Lewis

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 21st day of April, 2011, before me, a Notary Public in and for the State of Washington, personally appeared PAUL DENNIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the MAYOR OF THE CITY OF CAMAS, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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




NOTARY PUBLIC in and for the State of
Washington, residing at Camas
My appointment expires 8/30/11
Print Name Leisha A. Copsey

**ENGINEERING PLANNING
FORESTRY**

12011 NE 99th Street, Suite 1530
Vancouver, WA 98682
Phone: (360) 882-0419
Fax: (360) 882-0426



**LANDSCAPE ARCHITECTURE
SURVEYING**

AKS Group of Companies:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Sheet 1 of 2

EXHIBIT A-1

Legal Description of Sewer Easement

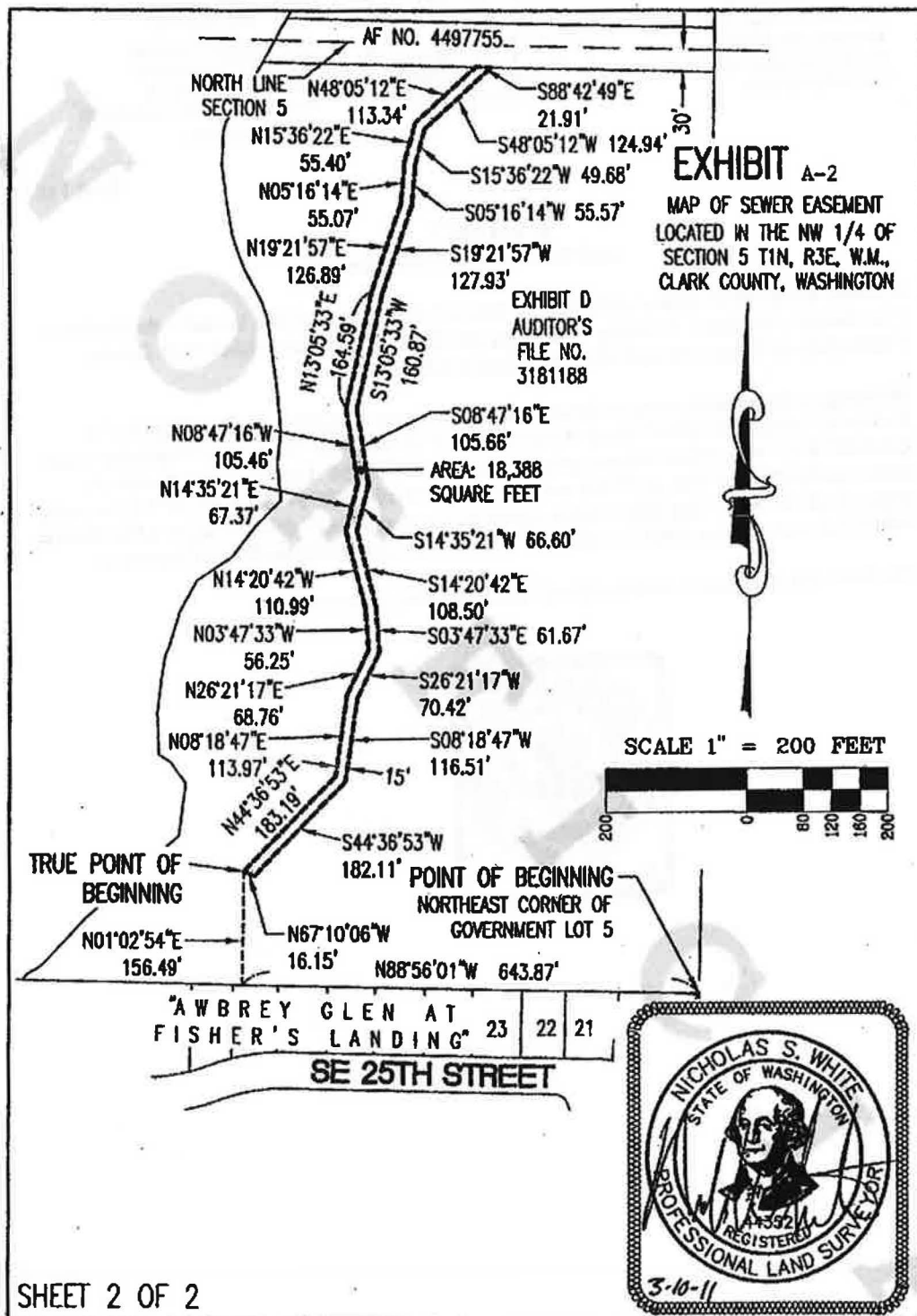
A portion of Exhibit D Auditor's File Number 3181188, being a tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

Beginning at the northeast corner of Government Lot 5, thence along the north line of "Awbrey Glen at Fisher's Landing" North 88°56'01" West 643.87 feet to a point; thence North 01°02'54" East 156.49 feet to the True Point of Beginning; thence North 44°36'56" East 183.19 feet to a point; thence North 08°18'47" East 113.97 feet to a point; thence North 26°21'17" East 68.76 feet to a point; thence North 03°47'33" West 56.25 feet to a point; thence North 14°20'42" West 110.99 feet to a point; thence North 14°35'21" East 67.37 feet to a point; thence North 08°47'16" West 105.46 feet to a point; thence North 13°05'33" East 164.59 feet to a point; thence North 19°21'57" East 126.89 feet to a point; thence North 05°16'14" East 55.07 feet to a point; thence North 15°36'22" East 55.40 feet to a point; thence North 48°05'12" East 113.34 feet to a point on the south line of Auditor's File Number 4497755; thence along said south line South 88°42'49" East 21.91 feet to a point; thence South 48°05'12" West 124.94 feet to a point; thence South 15°36'22" West 49.68 feet to a point; thence South 05°16'14" West 55.57 feet to a point; thence South 19°21'57" West 127.93 feet to a point; thence South 13°05'33" West 160.87 feet to a point; thence South 08°47'16" East 105.66 feet to a point; thence South 14°35'21" West 66.60 feet to a point; thence South 14°20'42" East 108.50 feet to a point; thence South 03°47'33" East 61.67 feet to a point; thence South 26°21'17" West 70.42 feet to a point; thence South 08°18'47" West 116.51 feet to a point; thence South 44°36'53" West 182.11 feet to a point; thence North 67°10'06" West 16.15 feet to the True Point of Beginning.

The above described tract of land contains 18,388 square feet, more or less.



DKE



DKE

**ENGINEERING PLANNING
FORESTRY**

12011 NE 99th Street, Suite 1530
Vancouver, WA 98682
Phone: (360) 882-0419
Fax: (360) 882-0426



**LANDSCAPE ARCHITECTURE
SURVEYING**

AKS Group of Companies:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Sheet 1 of 2

EXHIBIT B-1

Legal Description of Sewer Easement

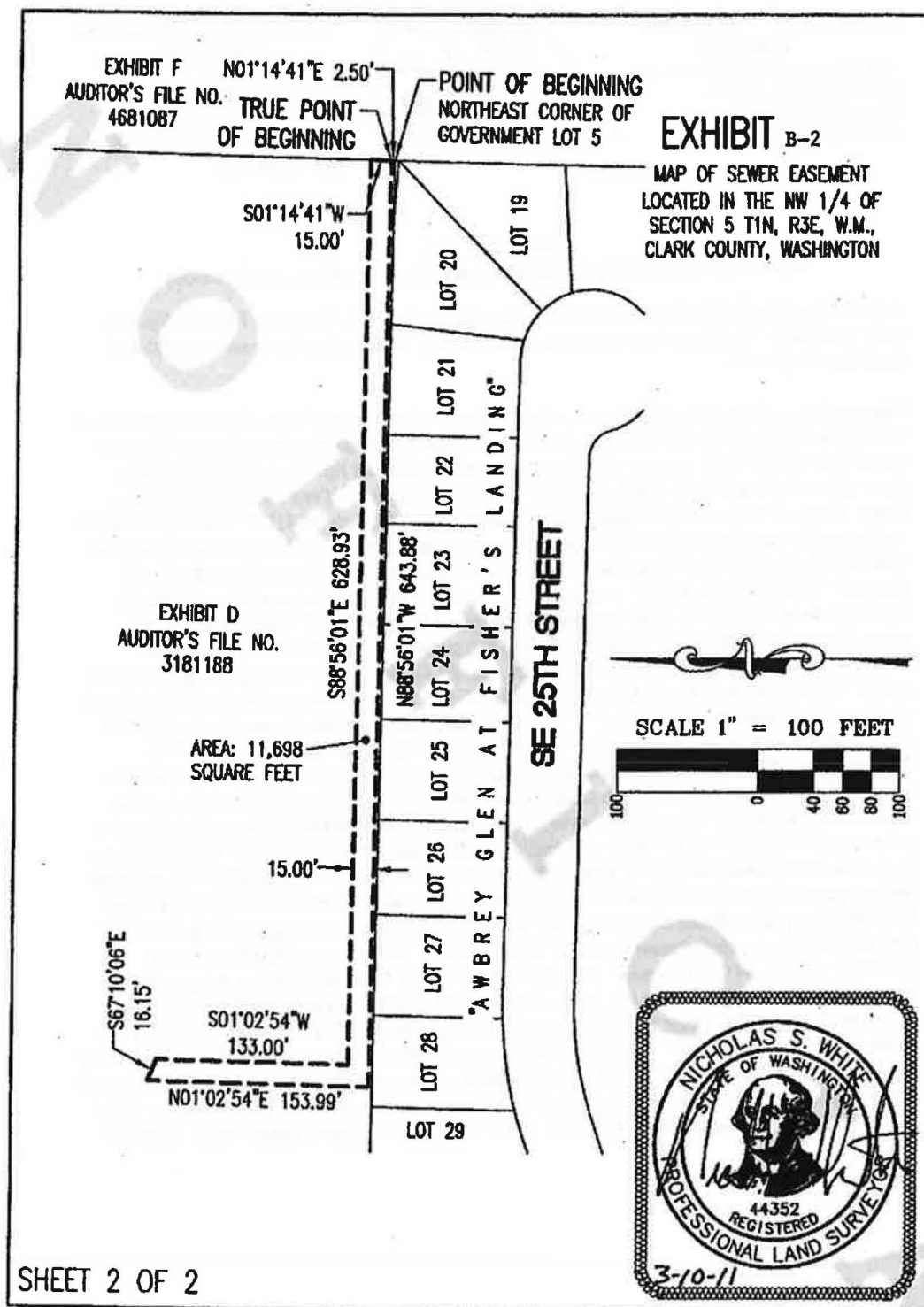
A portion of Exhibit D Auditor's File Number 3181188, being a tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

Beginning at the northeast corner of Government Lot 5, thence along the west line of Exhibit F of Auditor's File Number 4681087 North 01°46'47" East 2.50 feet to the True Point of Beginning; thence North 88°56'01" West 643.88 feet to a point; thence North 01°02'54" East 153.99 feet to a point; thence South 67°10'06" East 16.15 feet to a point; thence South 01°02'54" West 133.00 feet to a point; thence South 88°56'01" East 628.93 feet to a point on the west line of Exhibit F Auditor's File Number 4681087; thence along said east line South 01°14'41" West 15.00 feet to the Point of Beginning.

The above described tract of land contains 11,698 square feet, more or less.



DKE



SHEET 2 OF 2

DKE

**ENGINEERING PLANNING
FORESTRY**

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



**LANDSCAPE ARCHITECTURE
SURVEYING**

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

EXHIBIT C-1

Legal Description of the Eiford Property (Tax Parcel No. 126043-000)

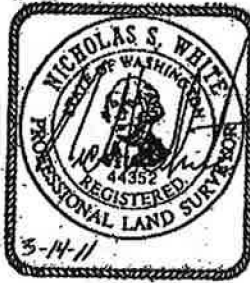
A tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, being more particularly described as follows:

Beginning at a 3 inch brass disk at the northwest corner of section 5; thence along the north line of said section South 88°42'49" East 697.30 feet to the east line of the tract described as "Easterly Parcel" per auditor's file number 4304611; thence along said east line South 29°08'35" West 30.81 feet to a point; thence South 32°04'59" West 3.22 feet to the True Point of Beginning; thence along the south line of Auditors File Number 4497755 South 88°42'49" East 638.65 feet to a point on the west line northeast quarter of the northwest quarter of section 5; thence along said west line South 01°14'41" West 1265.64 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "YAMASHITA 36814" at the northeast corner of the plat "Awbrey Glen at Fisher's Landing"; thence along the north boundary of said plat North 84°43'46" West 39.16 feet to a point; thence North 88°57'18" West 915.21 feet to a point on the east boundary of the tract described as "Easterly Parcel" per auditor's file number 4304611; thence along the east boundary of said "Easterly Parcel" North 42°58'19" East 11.75 feet to a point; thence North 60°33'17" East 20.58 feet to a point; thence North 44°47'35" East 48.92 feet to a point; thence North 43°12'08" East 45.08 feet to a point; thence North 48°10'01" East 50.92 feet to a point; thence North 48°06'10" East 43.98 feet to a point; thence North 48°31'46" East 25.99 feet to a point; thence North 50°45'09" East 51.57 feet to a point; thence North 07°12'28" East 72.69 feet to a point; thence North 36°58'21" West 36.05 feet to a point; thence North 56°40'36" West 19.64 feet to a point; thence North 06°44'30" West 3.98 feet to a point; thence North 01°48'13" West 53.86 feet to a point; thence North 07°19'14" East 51.46 feet to a point; thence North 10°12'41" East 29.08 feet to a point; thence North 22°46'08" East 16.28 feet to a point; thence North 17°48'38" East 47.95 feet to a point; thence North 29°18'00" East 47.55 feet to a point; thence North 57°15'48" East 60.88 feet to a point; thence North 38°10'32" East 52.36 feet to a point; thence North 45°13'42" East 51.44 feet to a point; thence North 05°28'36" West 50.45 feet to a point; thence North 05°46'00" East 47.10 feet to a point; thence North 04°56'47" West 49.99 feet to a point; thence North 07°01'29" West 50.71 feet to a point; thence North 07°33'18" West 53.32 feet to a point; thence North 19°42'01" West 23.52 feet to a point; thence North 29°34'01" West 51.19 feet to a point; thence North 20°56'47" West 27.81 feet to a point; thence North 17°36'25" West 22.56 feet to a point; thence North 10°14'37" West 45.53 feet to a point; thence North 07°12'44" West 49.35 feet to a point; thence North 02°26'22" East 47.75 feet to a point; thence North 19°24'29"

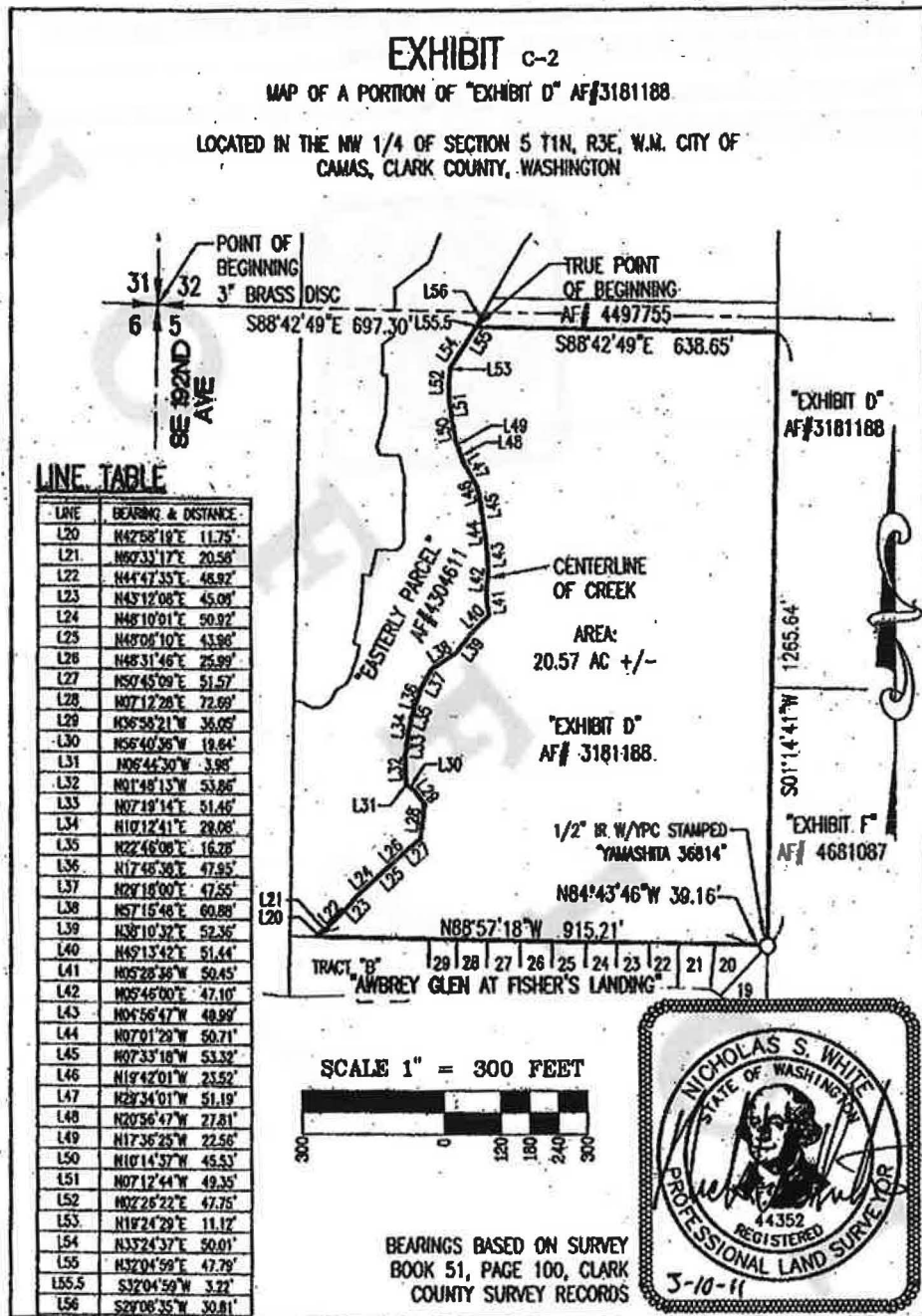
DKE

East 11.12 feet to a point; thence North $33^{\circ}24'37''$ East 50.01 feet to a point; thence North $32^{\circ}04'59''$ East 47.79 feet to the True Point of Beginning.

The above described tract of land contains 20.57 acres, more or less. The basis of bearings for the above described tract is Book 51 Page 100, Clark County Survey Records.



DKE



OK