

100059

BOOK 85 PAGE 141

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 23 day of September, 1985, by and between James P. Dooney and Mary Nell Dooney, husband and wife, hereinafter call the Grantor, and the Public Utility District No. 1 of Skamania County, Washington, hereinafter called Grantee;

WITNESSETH:

WHEREAS, The Grantor is the record owner of the following described real estate in Skamania County, State of Washington, to-wit:

That portion of the Northwest Quarter of the Southwest Quarter (NW1, SW1) of Section 25, Township 3 North, Range 8 E.W.M., described as follows: Beginning at the Quarter corner on the west line of the said Section 25; thence south 50 rods; thence east 29 rods; thence north 50 rods; thence west 29 rods to the point of beginning; and the west 1,085 feet of the Northeast Quarter of the Southeast Quarter (NE1, SE1) of Section 26, Township 3 North, Range 8 E.W.M. except the SE1 of the NE1 of the SE1 of the said Section 26; and except that portion thereof conveyed to Theodore A. Maddux and Doris A. Maddux, husband and wife, by deeds recorded at page 113 of Book 52 and at page 796 of Book 62 of Deeds, records of Skamania County, Washington,

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the Grantee to the Grantor paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the Grantor, they agree as follows:

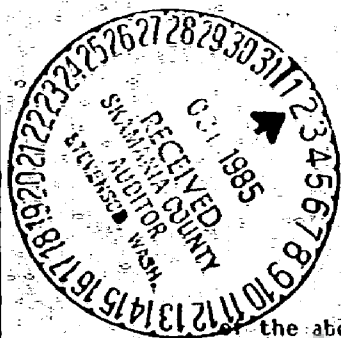
The Grantor does hereby grant, assign and set over to the grantee:

An easement for an underground powerline, telephone line, TV cable and 6" water line, which easement shall be 5 feet in width, approximately 1,210 feet in length and three feet underground, beginning at the existing power pole on Grantor's property and continuing across Grantor's property to the boundary of Grantee's property described below,

Except as to the rights herein granted, the Grantor shall have the full use and control of the above-described real estate,

The easement described above shall be perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

1. Grantor shall use this easement for the purpose of installing, operating, and maintaining underground electrical, telephone lines, TV cable and 6" water line. This easement is limited to an underground installation of electrical and telephone lines, and at all locations, said electrical and telephone lines shall be placed a minimum of three feet under ground,
2. Grantee shall have the right of reasonable ingress and egress to and from said real estate for the purpose of exercising the rights granted herein. Grantee shall obtain Grantor's permission before entering upon the real estate. Grantor covenants that such permission shall not be unreasonably withheld. After installation of said electrical and power lines, Grantee shall restore the land of Grantor to its condition prior to installation. If Grantee must enter upon the real estate for the purpose of maintaining or repairing the telephone and electrical lines which are the subject of this easement, Grantee shall then restore the land to its condition prior to entry,



PAID
REAL ESTATE EXCISE TAX
OCT 2 1985
SKAMANIA COUNTY TREASURER

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3. Grantee agrees to indemnify and defend Grantor from any loss installation, and claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip. Grantee assumes all risks arising out of its use of the easement strip and Grantor shall have no liability to Grantee or any third-parties for any condition existing thereon.
4. This easement is appurtenant to the real property owned by Grantee and described below; however, in the event of any subdivision or sale of any portion of such property, this easement shall remain appurtenant only to the largest remaining parcel, and owners of the other parcels into which the property described below may be divided shall have no right to use of the easement strip.
5. This easement shall be perpetual; however, in the event that it is not used by Grantee for a period of five years, or if otherwise abandoned by Grantee, the easement shall automatically expire and Grantee shall upon request execute a recordable document evidencing such expiration.
6. This easement is granted subject to all prior easements or encumbrances of record.
7. This easement is nonexclusive and shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators, and successors in interest as well.
8. The following is a description of Grantee's property to which this easement is appurtenant:

SE 1/4 of the NE 1/4 of SE 1/4 (SE 1/4, NE 1/4, SE 1/4) of Section 26, Township 3 North, Range 8 East, Willamette Meridian; Said tract containing 10 acres, more or less, all in Skamania County, Washington,

Except: Right of way for Girl Scout County Road.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on

this, the day and year first hereinabove written.

James P. Dooney
James P. Dooney

Mary Nell Dooney
Mary Nell Dooney

STATE OF OREGON,)
) ss.
County of Washington)

Personally appeared the above named James P. Dooney and Mary Nell Dooney, and acknowledge the foregoing instrument to be their voluntary act and deed.

Before me:

William L. Hitt
NOTARY PUBLIC FOR OREGON
My Commission Expires 7-1-86
NOTARY PUBLIC
11/17/11

AGREEMENT FOR
EASEMENT
Between

STATE OF WASHINGTON)
) ss.
County of Skamania

James P. Dooney and Mary Nell
Dooney

and

Public Utility District No. 1
of Skamania County, Washington

After Recording Return To:

Lynnia K. Woods
Allen, Kilmer, Schrader,
Yazbeck & Chenoweth, P.C.,
735 S. W. First Avenue
Portland, Oregon 97204

I certify that the within instru-
ment was filed in my office on the
2 day of Oct, 1985
at 12:25 o'clock P.M., and re-
corded in book/reel/volume No. 85
on page 141 or as document/feet/
file/instrument/microfilm No. 100259
of the Construction Lien Book of said
county.

Witness my hand and seal of
County affixed,

Mary M. Allen
Recording Officer

By: E. Mayfield
Deputy

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY _____

OF _____

AT _____ 19____

WAS RECORDED IN BOOK _____

_____ PAGE _____

RECORDS OF SKAMANIA COUNTY WITH

_____ COUNTY CLERK

_____ DEPUTY