

100412

BOOK 85

PAGE 415
STEVINSON
RR50. 138.1
Acct. 242.3
LD. # 29381519

RIGHT OF WAY EASEMENT

THE GRANTOR(S) Gerald L. Maddux and Lola M. Maddux, husband and wife.

for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant, warrant and convey to PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, WASHINGTON, a municipal corporation, and to its successors and sub-lessee or assigns, the right to enter upon the lands of the Grantor(s) situated in the County of Skamania, State of Washington, and more particularly described by the following easement:

Lots 1,2,3,4, of the Gerald L. Maddux short plat No. 2 will be subject to a Utility right of way easement, for purpose of installation of underground powerline, telephone line, TV cable, 6" waterline, (10 feet in width, requirement of Home Valley Water District No. 1.)

Said easement being located on the following described property: The Southeast Quarter of the Northeast, Quarter of the Southeast Quarter of Section, 26, Township 3N.R.8 east of the Willamette Meridian. Is recorded in book, 2 of short plats, page 181A, under auditor's file, 91063.

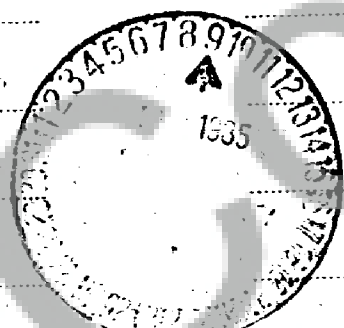
To construct, operate and maintain over and under the above described lands, and the streets, roads or highways abutting the said lands, an underground electric transmission or distribution line or system, including wires and conduit, with all convenient or necessary surface mounted appurtenances (and to include riser poles and transformer poles when required) and to cut and trim trees and shrubbery that may interfere with or endanger the operation and maintenance of said line or system, and to license, permit or otherwise agree to the joint use or occupancy of said line or system by other person, firm or corporation for telephone or television purposes.

The grantor(s) agree(s) that all poles, wires or other facilities installed upon or under the above described lands at the Grantee's expense shall remain the property of the Grantee, and that the Grantee shall have the right of ingress and egress over the adjacent lands of the Grantor(s) for the purpose of exercising the rights hereby granted.

All rights hereunder shall cease when the Grantee, its successors and sub-lessee or assigns abandons or removes said line or system.

Dated this 12th day of SEPT, 1985.

Gerald L. Maddux
GRANTOR'S SIGNATURE
Lola M. Maddux
GRANTOR'S SIGNATURE



GRANTOR'S SIGNATURE
GRANTOR'S SIGNATURE
GRANTOR'S SIGNATURE
GRANTOR'S SIGNATURE

STATE OF WASHINGTON }
COUNTY OF SKAMANIA }

ACKNOWLEDGMENT OF INDIVIDUAL

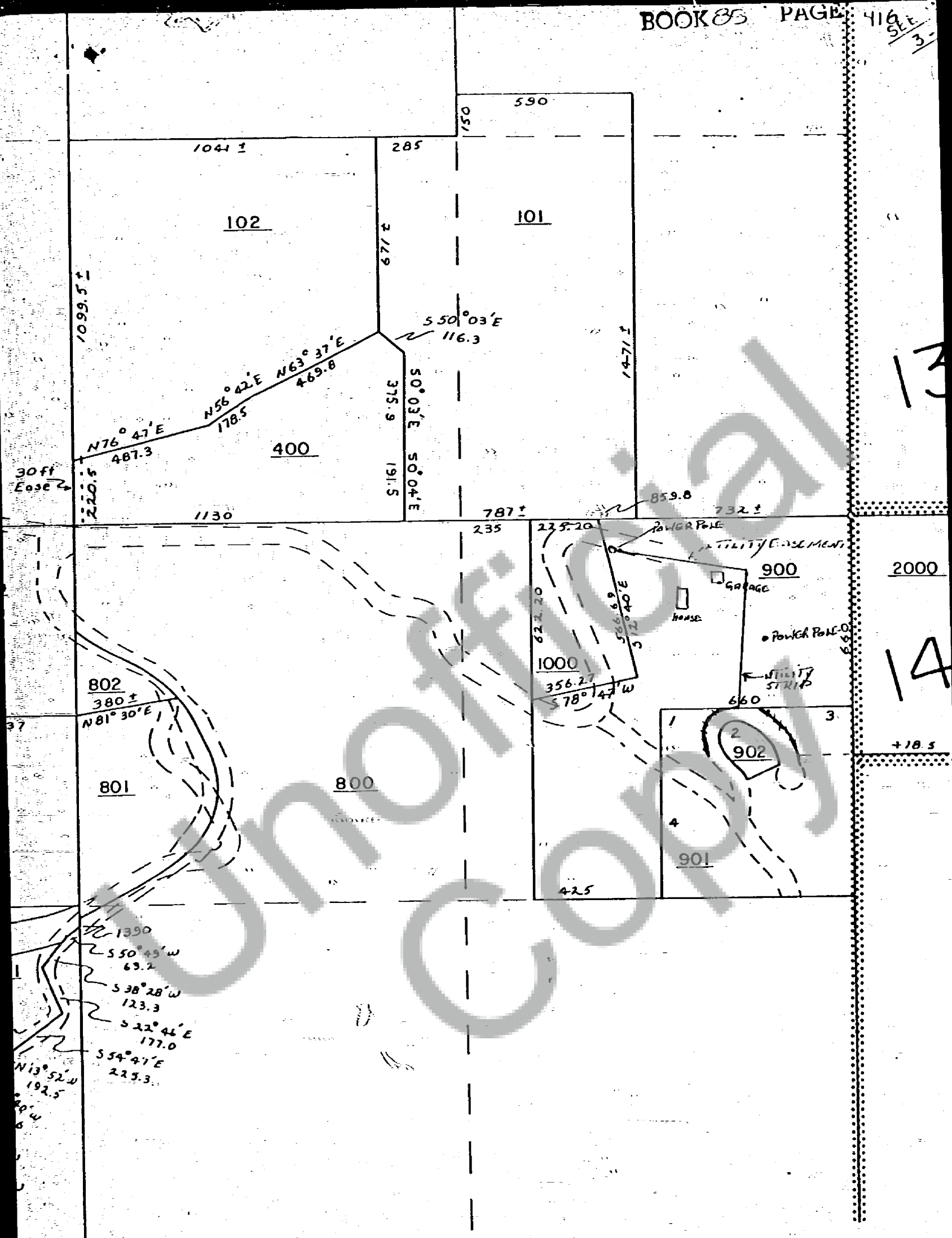
I, Robert J. Salvesen a Notary Public in and for the State and County aforesaid, do hereby certify that on this 12th day of September, 1985, personally appeared before me and GERALD L. MADDUX and LOLA M. MADDUX, husband and wife,

personally known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they executed, signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF: I have hereunto set my hand and Notarial Seal the day and year in this certificate above written.

Robert J. Salvesen
Notary Public in and for the State of Washington residing at Stevenson, Washington

REAL ESTATE EXCISE TAX
DEC 5 1985
PAID
SKAMANIA COUNTY TREASURER



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 (NW $\frac{1}{4}$,SW $\frac{1}{4}$) 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 (NE $\frac{1}{4}$,SE $\frac{1}{4}$) of Section 26, Township 3 North, Range 8 E.W.M. except the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ 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.

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,)
County of Washington)ss.

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 K. Thie
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1-1-86

AGREEMENT FOR
EASEMENT
Between

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

STATE OF WASHINGTON)
County of SKAMANIA)ss.

I certify that the within instrument was filed in my office on the 9TH day of DECEMBER, 1985, at 4:30 o'clock P..M., and recorded in Book/reel/volume No. 85 on page 415 or as document/fee/file/instrument/microfilm No. 8580 of the Construction Lien Book of said county.

Witness my hand and seal of
County affixed.

Bill Allen
Recording Officer

By: [Signature]
Deputy

Please return to
Tom Amburn/UTNW
P.O. Box 360
Sunnyside WA
98944

after recording.
Janey Belt

