

FILED FOR RECORD
SKAMANIA CO, WASH
BY *Kielinski & Assoc*

OCT 25 4 27 PM '93

P. Sherry
AUDITOR
GARY M. OLSON

117745

EASEMENT AGREEMENT
(Pedestrian Walkway)

BOOK 139 PAGE 1

THIS EASEMENT AGREEMENT is made and entered into this 22nd day of March, 1993, by and between **VERNA M. CHRISTAL**, a single woman, **JAMES D. HUNT** and **EVELYN HUNT**, husband and wife, **JOHN HERSHEY**, a single man, and **ROBERT SANBORN**, a single man, **BRUCE S. RINGSAGE** and **PAULETTE RINGSAGE**, husband and wife, (hereinafter sometimes referred to as "Grantors"), and **TRUMAN PRICE, INC.**, a Delaware corporation, and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY** (hereinafter sometimes collectively referred to as "Grantees").

Recitals:

1. Verna M. Christal owns that certain real property in Skamania County, Washington described in Exhibit "A" attached hereto and by this reference incorporated herein.
2. James D. Hunt and Evelyn Hunt own that certain real property in Skamania County, Washington described in Exhibit "B" attached hereto and by this reference incorporated herein.
3. Bruce S. Ringsage and Paulette Ringsage, husband and wife, are sellers, and John Hershey, a single man, and Robert Sanborn, a single man, are purchasers under a real estate contract recorded as Auditor's File No. 109233, Records of Skamania County, Washington, of that certain real property in Skamania County, Washington described in Exhibit "C" attached hereto and by this reference incorporated herein.
4. All of the property described in Exhibits "A", "B" and "C" hereto is sometimes referred to herein as "Grantors' Property".
5. Truman Price, Inc. owns that certain real property in Skamania County, Washington described in Exhibit "D" attached hereto and by this reference incorporated herein, sometimes referred to herein as "Price's Property".
6. Grantees desire to obtain a perpetual non-exclusive easement for ingress, egress and access from the public road commonly known as the "old" Washougal River Road to the site of the westerly terminus of a cable car crossing to be installed by Grantees over the Washougal River and thence across the Washougal River to the easterly terminus of said cable car crossing on Price's Property, whereon Grantees intend to develop and operate the Cottrell Hydro-Electric Power Project.
7. The parties desire to enter into this Easement Agreement to provide for pedestrian access across Grantors' Property to Price's Property, on the terms and conditions specified in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived and the promises herein contained, the parties agree as follows:

1. Grantors hereby grant and convey to Grantees a perpetual non-exclusive easement to be used for the purposes mentioned herein in connection with the development and operation of the Cottrell Hydro-Electric Power Project on, over and across

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a parcel of property in the Southeast Quarter of Section 27 and the Southwest Quarter of Section 26, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, five (5) feet on both sides of the centerline which is described as follows:

Beginning at the intersection of the existing Christal Lane with the southerly right-of-way line of Washougal River Road, said point also being on the north line of the Southeast Quarter of said Section 27;

Thence easterly along the centerline of Christal Lane to a point which bears South a distance of 32.00 feet more or less from a 1/2" diameter iron pipe which marks the Southwest corner of Lot 4 of the M. Christal Short Plat as shown on survey recorded in Book 2 of Surveys at Page 256;

Thence North a distance of 32.00 feet more or less to said 1/2" diameter iron pipe at the southwest corner of said Lot 4;

Thence North 6° 28' 32" West a distance of 13.83 feet;

Thence North 5° 29' 34" West a distance of 30.77 feet;

Thence North 7° 12' 43" West a distance of 45.53 feet;

Thence North 58° 33' 01" East a distance of 52.34 feet;

Thence North 65° 12' 34" East a distance of 51.89 feet;

Thence North 39° 45' 56" East a distance of 40.80 feet;

Thence North 59° 45' 33" East a distance of 53.15 feet;

Thence North 73° 23' 12" East a distance of 45.15 feet;

Thence North 71° 37' 00" East a distance of 42.66 feet;

Thence North 66° 03' 34" East a distance of 23.18 feet to the terminus of said centerline description, said point being North 48° 01' 43" East a distance of 347.68 feet from the 1/2" diameter iron pipe at the southwest corner of said Lot 4.

2. Grantees shall have the right to construct, within the Easement Area, on portions not already part of Christal Lane or associated roadways, a path (including clearing all vegetation, conducting minor grading, and laying down gravel). Grantees shall have the right, but not the obligation, to maintain the Easement Area and keep it free of obstructions to or interference with the use of the Easement, including without limitation clearing or trimming of brush, timber, and other vegetation which is within or which extends into the Easement Area. The cost of maintenance and repairs to the Easement Area and improvements therein shall be borne by Grantees, except as provided in Section 4 below.

3. Grantees and their respective lessees, employees, agents, contractors, successors and assigns, all of whom are

sometimes referred to herein as "Authorized Persons" shall have the right to use the Easement Area on a nonexclusive basis with Grantors and others. The Easement Area shall be used by Grantees and other Authorized Persons only as required by weather and other emergency conditions for access to a cable car crossing located in the Northwest Quarter of the Southwest Quarter of Section 26, Township 2 North, Range 5 East of the Willamette Meridian, and as needed for construction, periodic inspection, and maintenance of the cable car crossing. The Easement Area shall be for pedestrian access only to the cable car crossing and to Price's Property.

4. Grantors shall have the right, at Grantors' sole expense, to improve and change that portion of the Easement Area which is not used as a roadway into a roadway at any time, provided that such modification shall not interfere with use by Authorized Persons of the Easement Area. If such modification occurs, Grantees shall have the right to use the roadway under the terms described in this Easement Agreement, except that all obligations to maintain and repair the roadway shall be borne by Grantors.

5. Grantors shall pay when due all real property taxes, assessments, or other governmental charges against the Easement Area. To the extent said taxes, assessments and charges relate solely to the improvements made by Grantees, Grantees shall reimburse Grantors on demand.

6. Each party to this Easement Agreement warrants and represents to the other that each such party has the right to enter into and perform this Easement Agreement.

7. Grantees agree to indemnify and defend Grantors from any claims arising out of use of the Easement Area by persons using the Easement Area with the consent of Grantees.

8. The Easement granted hereunder, and the benefits and burdens contained herein, shall run with the land and shall bind, burden and benefit the parties hereto and their heirs, successors and assigns; provided, however, that in the event Grantees, their heirs, successors or assigns shall formally abandon the Cottrell Hydro-Electric Power Project, this easement shall terminate immediately and without necessity of further action by any party hereto. The term "formally abandon", as used in the preceding sentence, shall mean passage of a written resolution by the respective boards of directors or commissioners of Grantees or similar such action, evidenced by writing, by Grantees' heirs, successors or assigns, and the recording of such resolution or other writing (or a copy thereof) with the Auditor of Skamania County.

9. In the event of any litigation to interpret or enforce this Easement Agreement the prevailing party shall recover from the losing party the prevailing party's reasonable attorney's fees at trial or on appeal as adjudged by the trial or appellate court, in addition to costs awarded the prevailing party by statute.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective the date and year first above written.

DATED this 22nd day of March, 1992.

GRANTORS:

Verna M. Christal
VERNA M. CHRISTAL

[Signature]
JAMES D. HUNT

[Signature]
EVELYN HUNT

[Signature]
JOHN HERSHEY

[Signature]
ROBERT SANBORN

GRANTORS:

[Signature]
BRUCE S. RINGSAGE

[Signature]
PAULETTE RINGSAGE

GRANTEES:

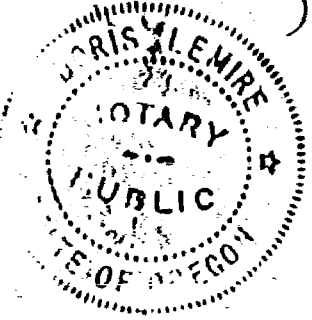
TRUMAN PRICE, INC., a
Delaware corporation
By [Signature]
MARY A. PRICE, President

PUBLIC UTILITY DISTRICT NO. 1
OF SKAMANIA COUNTY
By [Signature]
WILLIAM R. FEE, Manager

OREGON)
STATE OF WASHINGTON)
County of Multnomah) ss.

On this day personally appeared before me VERNA M. CHRISTAL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of February, 1997.3



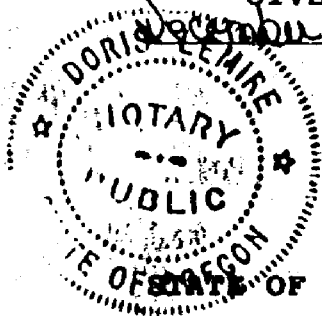
[Signature]
Notary Public in and for the
State of Washington, residing
at [Address], Wa

Commission expires: 4-17-93

STATE OF OREGON)
) ss.
County of Washington)

On this day personally appeared before me JAMES D. HUNT and EVELYN HUNT, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of December, 1992.



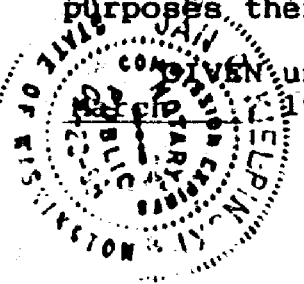
Doris Lemire
Notary Public in and for the
State of Oregon, residing at
Vancouver, Wa

Commission expires: 4-17-93

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me JOHN HERSHEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of April, 1993.



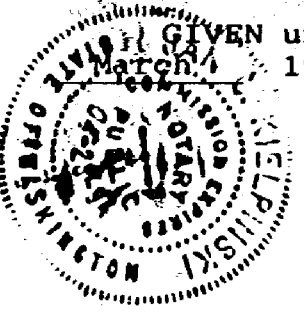
John P. Hersh
Notary Public in and for the
State of Washington, residing
at Stevenson

Commission expires: 4-28-94

STATE OF OREGON)
) ss.
County of Multnomah)

On this day personally appeared before me ROBERT SANBORN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 1993.



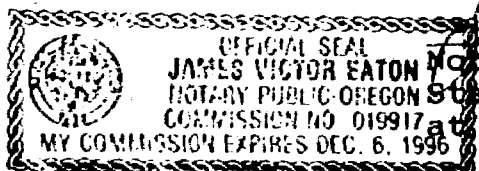
Robert Sanborn
Notary Public in and for the
State of Washington, residing
at Stevenson

Commission expires: 4-28-94

STATE OF ^{Oregon} WASHINGTON)
) ss.
County of Multnomah)

On this day personally appeared before me BRUCE S. RINGSAGE and PAULETTE RINGSAGE, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of December, 1992.

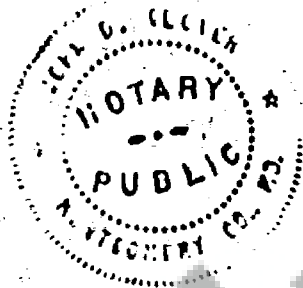


James Victor Eaton
Notary Public in and for the State of Washington, residing at Oregon

Commission expires: _____

STATE OF MARYLAND)
) ss.
County of MONTGOMERY)

On this 17 day of MARCH, 1993, before me personally appeared MARY A. PRICE, who being duly sworn did say that she is the President of TRUMAN PRICE, INC., and that the foregoing instrument was signed on behalf of said Corporation by authority of its Board of Directors, and acknowledged that said instrument is the free act and deed of said Corporation.



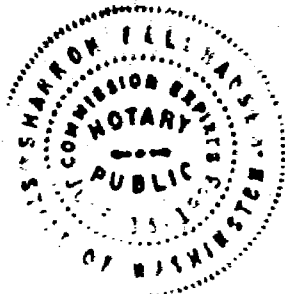
John D. Glover
Notary Public in and for the State of MARYLAND, residing at GATHERSBURG, MD

Commission expires: _____

JOHN D. GLOVER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 1, 1996

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 22nd day of March, 1993, before me personally appeared WILLIAM F. YEE who being duly sworn did say that he is the Manager of the PUBLIC UTILITY DISTRICT NO. 1 OF SKAMANIA COUNTY, and by authority of its Board of Commissioners and acknowledged that said instrument is the free act and deed of said entity.



Sharon Zellman
Notary Public in and for the State of Washington, residing at Couderc

Commission expires: 6-10-93

The following described real estate is owned by Grantor Verna M. Christal:

PARCEL 1

That portion of the Northwest Quarter of the Southwest Quarter of Section 26, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington lying Westerly of the Washougal River.

PARCEL 2

The Northeast Quarter of the Southeast Quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northerly of the Washougal River.

The following described real estate in Skamania County, Washington is owned by Grantors James D. Hunt and Evelyn Hunt, husband and wife:

A tract of land known as Lot 1, M. E. CRISTAL SHORT PLAT recorded August 26, 1977 under Auditor's File No. 84726, Skamania County, Washington, in the Northeast Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 5 E.W.M. described as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of Section 27, Township 2 North, Range 5 E.W.M., Skamania County, Washington. Thence South along the East line of said Section 27, a distance of 812.60 feet; thence West a distance of 34.50 feet; thence North $70^{\circ} 14' 00''$ West a distance of 350.00 feet to the true point of beginning, said point being the Northwest corner of a tract of land conveyed to Ray C. Maust as recorded in Book 36, Page 23, Records of Skamania County, Washington. Thence North parallel to the East line of said Section 27, a distance of 200.00 feet; thence West as measured at a right angle to the East line of said Section 27 a distance of 236.12 feet; thence South parallel to the East line of said Section 27 a distance of 540 feet more or less to the meander line of the Washougal River; thence northeasterly along the meander line of the Washougal River; thence northeasterly along the meander line of the Washougal River to the Southwest corner of said Maust Tract; thence North $19^{\circ} 56' 00''$ East along the West line of said Maust Tract a distance of 268.80 feet to the true point of beginning.

The following described real estate is the subject of a real estate contract wherein Grantors Bruce S. Ringsage and Paulette Ringsage, husband and wife, are Sellers, and Grantors John Hershey, a single man, and Robert Sanborn, a single man, are Purchasers:

That portion of Lot 4 of the M. E. CRISTAL SHORT PLAT recorded under Skamania County Auditor's File No. 84726, described as follows:

Beginning at the Northwest corner of the Southwest Quarter of Section 26, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence South along the West line of said Southwest Quarter a distance of 192.60 feet, more or less, to a half inch diameter iron rod, said iron rod being the True Point of Beginning; thence South 200.00 feet to a half inch diameter iron pipe; thence South 67° 53' 00" East 157.60 feet to a half inch diameter iron rod; thence South 67° 53' 00" East to the Westerly meander line of the Washougal River; thence Northerly along said meander line to a point which bears North 87° 47' 10" East from the True Point of Beginning; thence South 87° 47' 10" West to the True Point of Beginning.

EXHIBIT "D" BOOK 139 PAGE 10

The following described real estate is owned by Grantee Truman Price, Inc.:

That portion of the Northwest Quarter of the Southwest Quarter of Section 26, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington lying East of the center line of the Washougal River.