

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Kielpinski & Assoc.*

Oct 25 4 36 PM '93

P. Savry
AUDITOR
GARY M. OLSON

EASEMENT AGREEMENT
(Westerly Terminus of Cable Car Crossing)

117746

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THIS EASEMENT AGREEMENT is made and entered into this 22nd day of March, 1993, by and between **VERNA M. CHRISTAL**, a single woman, (hereinafter sometimes referred to as "Grantor"), 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. Grantor owns that certain real property in Skamania County, Washington described in Exhibit "A" attached hereto and by this reference incorporated herein, sometimes referred to herein as "Grantor's Property".

2. Truman Price, Inc. owns certain real property in Skamania County, Washington described in Exhibit "B" attached hereto and by this reference incorporated herein, sometimes referred to herein as "Price's Property".

3. Grantees desire to obtain a perpetual and exclusive easement to be used as 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 Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties agree as follows:

1. Grantor hereby grants to Grantees a perpetual and exclusive easement on the following described property for a cable car support structure which shall be the westerly terminus of a cable car crossing over the Washougal River on Grantor's property located in the Southwest Quarter of Section 26, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington:

Beginning at 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 49° 01' 43" East a distance of 347.68 feet to the center of a said easement;

Thence South 45° 00' 00" East a distance of 17.68 feet to the TRUE POINT OF BEGINNING said point being the Southeast corner of said easement;

Thence North a distance of 25.00 feet to the Northeast corner of said easement;
Thence West a distance of 25.00 feet to the Northwest corner of said easement;

Thence South a distance of 25.00 feet to the Southwest corner of said easement;

Thence East 25.00 feet to the TRUE POINT OF BEGINNING.

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2. 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 construct, operate and maintain in perpetuity within the area described in the preceding paragraph a cable car system (including the installation of supports, cables, motors and housing therefore, and cable cars), and to do all things necessary and proper to construct, operate and maintain said cable car system.

3. 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.

4. 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.

5. 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.

6. 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 Project, this easement shall terminate immediately and without necessity of further action by any party hereto. In the event Grantees shall formally abandon the Cottrell Hydroelectric Project, they shall promptly remove all of the Grantee's property related to said cable car crossing at no cost to Grantors. 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.

7. 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, 1993.

GRANTOR:

Verna M. Christal
VERNA M. CHRISTAL

GRANTEES:

TRUMAN PRICE, INC., a Delaware corporation

By Mary A. Price
MARY A. PRICE, President

PUBLIC UTILITY DISTRICT NO. 1
OF SKAMANIA COUNTY

By William F. Yee
WILLIAM F. YEE, Manager

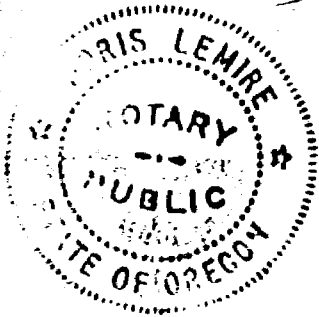
STATE OF OREGON)

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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, 1993.



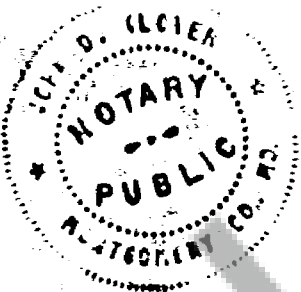
Veris Lemire
Notary Public in and for the State of Washington, residing at Vancouver, WA

Commission expires: 4-17-93

STATE OF MARYLAND)

County of MONTGOMERY) ss.

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 GAITHERSBURG, MD.

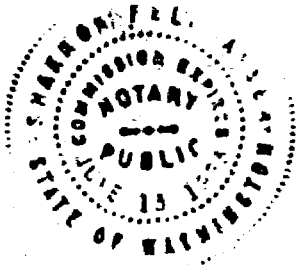
Commission expires: _____

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

STATE OF WASHINGTON)

County of Skamania) ss.

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 E. Feldman
Notary Public in and for the State of Washington, residing at Carson

Commission expires: 6-13-93

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.

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EXHIBIT "B"

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The following described real estate in Skamania County, Washington 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.

UNOFFICIAL
COPY