

132420

BOOK 180 PAGE 70

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Washington Water Power*

AUG 5 1 28 PM '98

*R. Johnson*  
AUDITOR  
GARY M. OLSON

*N/A*  
REAL ESTATE EXCISE TAX

Return Address:  
Washington Water Power  
Real Estate Department  
P.O. Box 3727  
Spokane, Washington 99220-3727

AUG - 5 1998

PAID *N/A*  
*G. M. Olson*  
SKAMANIA COUNTY TREASURER

*not shown*  
☒ adjusted tax  
☒ correct  
☒ filed  
☒ waived

**NATURAL GAS PIPELINE  
RIGHT OF WAY EASEMENT**

For Mutual Benefits, the receipt of which is hereby acknowledged, FRANK A. BUTLER & LINDA A. BUTLER, husband and wife, "Grantor" hereby grants, conveys and warrants to THE WASHINGTON WATER POWER COMPANY, a Washington corporation "Grantee", a perpetual easement on, over, under, along and across real property identified as Assessor Parcel #03-07-36-3-4 -4300-00 located in the Southeast Quarter of Section 36, Township 03 North, Range 07 East, W.M. in Skamania County, State of Washington, and being more particularly described as follows:

A strip of land 15 feet in width, lying adjacent to and Southerly of Lot 1, Block 1 of ROSELAWN ADDITION TO THE TOWN OF STEVENSON, recorded in Book A of Plats, Page 44, records of Skamania County, said strip of land being a portion of the former ROSELAWN STREET, vacated by the Council of the Town of Stevenson, and described as follows: Beginning at the Southwest corner of Block 1 of said ROSELAWN ADDITION; thence south 15 feet; thence east 100 feet; thence north 15 feet; thence north 15 feet to the Southeast corner of Block 1 of said Addition; thence west 100 feet to the Point of Beginning, all situate in the Town of Stevenson, Skamania County, State of Washington.

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, relocate and replace an underground natural gas pipeline, "facilities", on, over, under, along and across the herein described property, together with all necessary facilities and appurtenances.

2. **ACCESS AND DAMAGE.** Grantee shall have access over and across the above described property and the adjoining property of the Grantor for the purpose of the installation, repair and maintenance of said facilities, provided the Grantee repairs damages or compensates the Grantor for any damage to said properties as a result of such access and repair and maintenance.

3. **RIGHT OF WAY CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any and all brush, branches and trees, including danger trees, on the above described or adjoining property of the Grantor, that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's facilities as described herein, or that could interfere with the exercise of Grantee's rights as granted herein.

Gary H. Martin, Skamania County Assessor

Date *8/5/98* Parcel # *3-7-36-3-4-4300*

The Washington Water Power Company Document No. *42247*

4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to the use and enjoyment of the property described herein, but such use shall not conflict or interfere with the Grantee's rights herein granted. Grantor shall not construct, place or maintain any building within the herein described easement area, nor shall Grantor install any structures within said easement area that would interfere with the maintenance or safe operation of said facilities or that are not in compliance with all safety and building codes, regulations and laws.

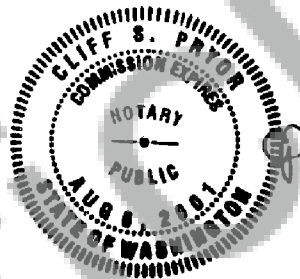
5. **INDEMNITY.** The Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for damages suffered by Grantor including Grantor's agents, guests and employees which may be caused by Grantee's negligence in the exercise of the rights herein granted, provided, that the Grantee shall not be responsible to Grantor or Grantor's agents, guests or employees for any damages or injury to any person or property caused by acts or omissions of Grantor, including Grantor's agents, guests or invitees.

6. **SUCCESSORS AND ASSIGNS.** The rights and obligations of the parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns.

DATED this 23 day of JULY, 1998.

GRANTOR(S)

Frank A. Butler  
Linda A. Butler



STATE OF )

COUNTY OF ) ss.

On this day personally appeared before me FRANK A. BUTLER & LINDA A. BUTLER

the individual(s) described in and who executed the within and forgoing instrument, and acknowledged that h signed the same as h free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of JULY, 1998.

Cliff Pryor  
CLIFF PRYOR  
Signature  
Print Name

Notary Public for the State of WASHINGTON

Residing at 11415 N. Astor, SB. WA 98218

My Commission Expires AUG. 6. 2001

The Washington Water Power Company Document No. 47247