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FILED FOR RECORD

FOOR 202 PAGE 263

## RETURN ADDRESS:

Douglas P. Cushing DuBoff Dorband Cushing & King, PLLC Hampton Oaks, Second Floor 6665 SW Hampton Street Portland, Oregon 97223

SKAMANIA CO. WASH BY Hervey Exckson Aug 31 11 27 AN 100 Angel Mosen AUDITOR GARY H. OLSON

REAL ESTATE EXCISE TAX 21040

AUG 3 1 2000

PAID exempt

Werson, William SKAMÁNIA COUNTY TREASURER

DEED

The GRANTOR, Erickson & Sons, Inc. an inactive Washington corporation in consideration of the premises and payment recited below, hereby grants and conveys, warranty, to: Harvey Erickson, Grantee, that real property, situated in the County of Skamania, State of Washington, described as follows:

> Commencing at the Northwest Corner of Section 32, Township 2 North, Range 5 East of the Willamette Meridian; thence South 1°38'44" East along the West line of said Section 32, 370.52 feet; thence East parallel with the North Line of said Section 32, 1,170.23 feet, more or less, to the Westerly Line of Skye Road (County Road No. 11080); thence Northerly and Westerly along the Westerly Line of Skye Road to the North Line of said Section 32; thence West along the North Line of Section 32 to the Northwest Corner of said Section 32 and the point of beginning;

> ALSO know as Lot 1, WILSON SHORT PLAT NO. 1, filed under Auditors File No. 94893, filed October 18, 1982 in Book 3 of Short Plats, Page 37, Skamania County Records, State of Washington.

Commonly known as:

SUBJECT TO general taxes, Skamania County assessments:

Taxes for the year 1999: \$732.74, unpaid plus interest Fire Patrol for the year 1999: \$15.44 unpaid Parcel No. 02-95-32-2-0-0303-00.

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Taxes for the year 2000: \$839.23, unpaid plus interest Fire Patrol for year 2000: \$15.44 unpaid Parcel No. 02-05-32-2-0-0303

- 2. Easement for transmission lines, including the terms and provisions thereof, recorded July 14, 1949 in Book 32, Page 464, Skamania County Deed Records.
- 3. Right of Way Easement for utilities, including the terms and provisions thereof, in favor of Public Utility District No. 1 for Skamania County, recorded September 5, 1985, in Book 84, Page 987, Skamania County Deed Records.
- 4. Easement for water pipe, including the terms and provisions theeof recorded November 20, 1986 in Book 103, Page 360, Skamania County Deed Records.

Consideration for this Deed is the sum of \$10.00, plus other value.

Dated: 8-3/- 2000

Harvey Erickson, President and Sole Officer of Erickson & Sons, Inc.

I certify that I know or have satisfactory evidence that Harvey Erickson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Deed of Erickson & Sons, Inc. to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: August 3/, 2000

Notary Public
State of Washington
JAMES R COPELAND, JR
MY COMMISSION EXPIRES
September 13,2003

Notary Public for <u>SLavenson</u>
My Commission Expires: 9 17 - 0 7

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Grantor covenants not to do or permit anything to interfere with the rights herein granted to Grantees, and without in any way limiting the generality of the foregoing, further covenants not to erect or construct, or permit to be erected or constructed, any fence, building or any other structure of any kind within the limits of said easement and right of way; that no flammable structure or material shall be erected or permitted within fifty feet of said plot; and, not to grant other easements on, under or over the within easement and right of way without Grantee's prior written approval.

Grantor also grants to Grantee the right to cut, fill or otherwise change the grade of said property and to place such drainage and retaining structures thereon, as Grantee may elect for the protection of said facilities.

The rights of Grantee herein are perpetual, assignable and divisible so that Grantee can grant other persons or companies the right to use all or any portion of the Easement Area for uses compatible with the uses herein granted.

Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents, employees or assigns while exercising the rights granted herein and agrees to hold Grantor harmless from any and all claims for damages suffered thereby, provided, however, Grantee shall not be responsible to Grantor for any damages resulting from injuries to any person caused by acts or omissions of Grantor.

The rights herein granted shall continue until such time as Grantee, its successors or assigns, ceases to use the Easement Area for a period of five (5) successive years, in which event this Easement shall terminate and all rights hereunder shall revert to Grantor, provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Easement Area within any period of time from the date hereof.

The covenants, terms, conditions and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Dated this 14 day of August, 2000

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## EXHIBIT A LGAL DESCRIPTION OF EASEMENT

BOUNDARY DESCRIPTION OF THE PROPOSED STEVENSON SUBSTATION SITE FOR THE NOANET CORPORATION August 7, 2000

In the County of Skamania, State of Washington:

A parcel of land located within the northwest quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Commencing at a rebar described as the monument to the northeast corner of the NW1/4NW1/4 of said Section 36, from which the northwest corner of said Section, a 3 inch Brass cap, bears North 88°29'21" West 1318.94 feet; thence South 10°59'45"West 432.57 feet; thence North 67°36'25" West 63.20 feet to a point on the northwesterly BPA right of way line; thence along said right of way South 42°01'32" West 26.54 feet to the TRUE POINT OF BEGINNING; thence continuing along said right of way South 42°01'32" West 120.00 feet; thence leaving said right of way North 47°58'28" West 178.31 feet to a point on the southerly line of an entrance road to the Bonneville Power Administration Stevenson Substation more particularly described in Book 68 of Deeds, Page 507 of Skamania County; thence along said southerly line North 89°23'35" East 120.68 feet; thence on a 75.00 foot radius curve to the RIGHT, having a DELTA angle of 23°, a distance of 40.14 feet; thence South 67°36'25" East 67.88 feet to THE TRUE POINT OF BEGINNING

NOTE: All distances and areas are GRID values per NAD 83/91, Washington State Plane Coordinate System, South Zone. To obtain ground distances and areas multiply by a factor of 1.000016.



Prepared by Roger Erlandsen

LS. 23599

Date August 7, 2000

(Stevenson Easement doc)

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unty of Stamania	) ss.
	)
I CERTIFY that I know or have sati	efactory evidence that
Carrie I Valle	and
Carol - Walker	are the persons who appeared before me, and sai
sons acknowledged that they signed this	
instrument and acknowledged to he the f	free and voluntary act for the uses and purposes mentioned in
instrument.	nee and voluntary act for the uses and purposes mentioned in
DATED this 1 1 day of	tia and
and the state of t	(.2000.)
	NOW A
÷	
	Sandy Seamon 3 24
	Canay Scaman Company
	(Type/Print Name)
	(Type/Print Name) Notary Public in and for the State of Washington
	(Type/Print Name) Notary Public in and for the State of Washington residing at
	(Type/Print Name) Notary Public in and for the State of Washington

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