

Doc # 2005158587  
Page 1 of 3  
Date: 09/02/2005 04:40P  
Filed by: PUD NO 1 OF SKAMANIA COUNTY  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$34.00

After Recording Return to:  
Wyers & Haskell, P.C.  
P.O. Box 417  
Hood River, OR 97031

Skamania County PUD #1  
PO Box 500  
Carson, WA 98610  
REAL ESTATE EXCISE TAX  
N/A  
SEP 02 2005

PAID N/A  
*Audrey Johnson, Deputy*  
SKAMANIA COUNTY TREASURER

#### EASEMENT

THIS EASEMENT, made this 3rd day of AUGUST, 2005, by and between Frederick Jay Holtmann, hereinafter referred to as Grantor, and Skamania County Public Utility District, hereinafter referred to as Grantee.

1. Easement Grant. Grantor hereby grants and conveys to Grantee a permanent easement on, over, across and along the real property described below (the "real property"). Grantee shall have the right to reasonable access to Grantor's property for the purposes set forth in paragraph 2, below. Grantee shall give Grantor reasonable notice before accessing the property. Access shall be over existing roadways, unless alternate access is agreed to by Grantor. Said property is described as:

The North 15' of the Northeast quarter of the Northeast quarter, in Section 16, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, State of Washington.

*EASE 3-10-16-101*  
*atm*

Grantor also hereby grants an additional 15' temporary construction easement in addition to the 15' permanent easement, along and across the South 15' of the North 30' of the above described property.

2. Grantee's Use. Grantee intends to use the Easement to install and maintain a water distribution and transmission system.
3. Grantor's Use Unaffected. Except for such restrictions as are reasonably necessary to protect the rights of Grantee created by this easement, Grantor shall not be restricted in the use of its property by reason of this Easement.

4. Termination. The rights hereby conveyed shall automatically expire if the Easement is not used by Grantee for a period of two (2) consecutive years or if Grantee, its customers, or others using the water distribution and transmission system violate any term, covenant or condition of this Agreement.

5. Notice. Any notice required by this Agreement, should be met if such notice is mailed, postage prepaid, to the other party at the following addresses:

If to Grantor: Frederick Jay Holtmann  
P.O. Box 2067  
White Salmon, WA 98672

If to Grantee: Public Utility District No.1 of Skamania County  
\_\_\_\_\_  
\_\_\_\_\_

6. Attorneys Fees. In the event that any party retains an attorney to enforce any provision of this Agreement, then the successful party shall be entitled to the award of reasonable attorneys' fees from any party in default, including fees incurred in arbitration and mediation, or incurred in state and federal trial, bankruptcy, and appellate courts and fees incurred without suit, and all court and accounting costs incurred in resolution of such dispute.

7. Additional Encumbrances. This Easement is granted subject to all prior easements and encumbrances of record.

SKAMANIA COUNTY PUD

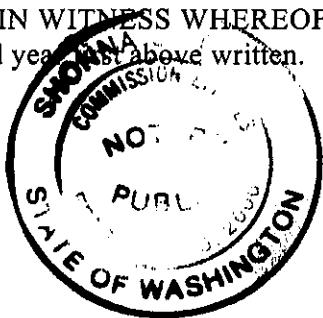
Frederick Jay Holtmann  
Frederick Jay Holtmann

BY: Robert Witterberg  
ITS: Manager

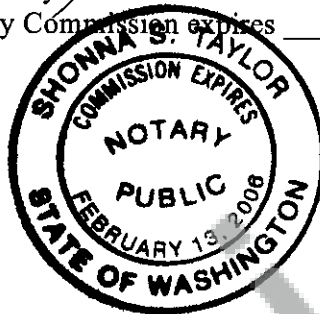
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Skamania )

On this 1st day of September, 2005, before me personally appeared Robert Witterberg (name) to me known to be the Manager (office) of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



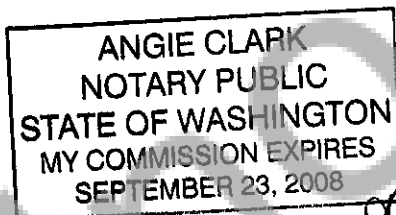
Shonna S. Taylor  
Notary Public in and for the State of Washington  
My Commission expires 2-13-06



STATE OF WASHINGTON )  
COUNTY OF KUCKWAT ) ss

On this 3rd day of Aug., 2005, before me personally appeared Frederick Jay Holtmann who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Angie Clark  
Notary Public in and for the State of WA  
My Commission expires 09.23.08