

Doc # 2005158588  
Page 1 of 3  
Date: 09/02/2005 04:41P  
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

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

PAID N/A  
*Sheddy John Deputy*  
SKAMANIA COUNTY TREASURER

EASEMENT

THIS EASEMENT, made this 3rd day of AUGUST, 2005, by and between Rebecca L. Woosley, 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. Access shall be over existing roadways, unless alternate access is agreed to by Grantor. Said property is described as:

The North 15' of that portion of the Northwest quarter of the Northwest quarter, in Section 16, Township 3 North, Range 10 East of the Willamette Meridian, lying West of the Westerly right of way line of that Skamania County road known as Laycock Kelchner Road, Skamania County, State of Washington. EASE 3-10-16-101  
8761

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:

Rebecca L. Woosley  
P.O. Box 130  
Underwood, WA 98651

If to Grantee:

Skamania County Public Utility District  
\_\_\_\_\_  
\_\_\_\_\_

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

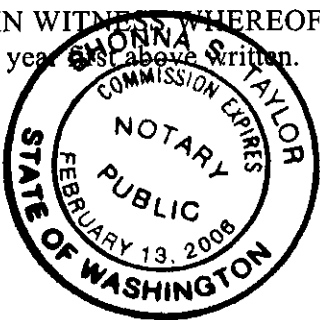
Rebecca L. Woosley  
Rebecca L. Woosley \_\_\_\_\_

BY: Robert W. Wittenberg  
ITS: Manager

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Skamania )

On this 1st day of September, 2005, before me personally appeared \_\_\_\_\_  
Robert W. Wittenberg, (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.

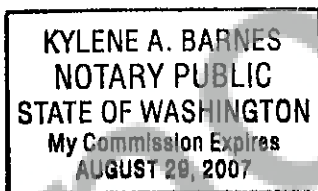


Shonna S. Taylor  
Notary Public in and for the State of Washington  
My Commission expires 2-13-2008

STATE OF Washington )  
COUNTY OF Klickitat ) ss

On this 3<sup>rd</sup> day of August, 2005, before me personally appeared Rebecca L. Woosley who executed the within and foregoing instrument, and acknowledged said instrument to be her 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.



Kylene A. Barnes  
Notary Public in and for the State of Washington  
My Commission expires 8-29-07