

Doc # 2007168468  
Page 1 of 8  
Date: 12/11/2007 01:47P  
Filed by: ROSEMARY CORBIN REIII  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$47.00

**WHEN RECORDED RETURN TO:**

ROSEMARY CORBIN REIII  
600 NEW CENTURY PRKWY  
MAIL STOP: KSNCAA0133-1W5468  
NEW CENTURY, KANSAS, 66031-8000

**DOCUMENT TITLE(S)**

COMMUNICATION SYSTEM RIGHT-OF-WAY AND EASEMENT

**REFERENCE NUMBER(S)** of Documents assigned or released

**REAL ESTATE EXCISE TAX**

N/A

☐ Additional numbers on page \_\_\_\_\_ of document.

DEC 11 2007

**GRANTOR(S):**

E. EARL HARGADINE

PAID

N/A

Vickie Chellend, Deputy  
SKAMANIA COUNTY TREASURER

☒ Additional names on page 2 of document.

**GRANTEE(S):**

UNITED TELEPHONE COMPANY OF THE  
NORTHWEST, dba EMBARK

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

SECTION 29, TOWNSHIP 3N, RANGE 8E

CHECK FOR COMPLETE LEGAL

☒ Complete legal on page 8 of document.

**TAX PARCEL NUMBER(S):**

03082900040000

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**PREPARED BY-RETURN TO:**  
**ROSEMARY CORBIN, REIII**  
**600 NEW CENTURY PRWY**  
**MAIL STOP KSNCAA0133-1WS468**  
**NEW CENTURY, KANSAS, 66031-8000**

**COMMUNICATION SYSTEM RIGHT-OF-WAY AND EASEMENT**

This Communication System Right-of-Way and Easement Deed ("Easement Deed") and the rights contained herein are granted by: EDWARD EARL HARGADINE, DIANE AVE HARGADINE, DALE IRVIN HARGADINE, SHARON LEE DOLAN AND HAZEL EVINE HARGADINE ("Grantors"), whose designated address is: 41 Windriver Road, Carson, Wa. 98610. Parcel number: 03082900040000

G.S.

For the sum of Ten Dollars (\$10.00) and other valuable consideration, Grantors, for itself, its successors and assigns, grants to UNITED TELEPHONE COMPANY OF THE NORTHWEST, dba EMBARQ, its successors, assigns, lessees, licensees and agents ("Grantee"), subject to the terms stated herein, a perpetual and exclusive right-of-way and easement ("Easement") to install, construct, operate, maintain, expand, replace and remove a communication system that Grantee may from time to time require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines or cables, towers, buildings and other facilities or structures as are reasonably necessary for Grantee to exercise the rights granted to it in herein, upon, over, through, under and along a parcel of land legally described on Exhibit "A" ("Easement Tract"), said Easement Tract being a portion of the real property legally described on Exhibit "B" ("Property"), both exhibits being attached hereto and incorporated by reference herein.

The grant of Easement also gives to Grantee the following rights:

- (A) the right of ingress and egress over and across the Easement Tract and Property or any real property owned or controlled by Grantor that is adjacent to the Property or Easement Tract for the purpose of Grantee exercising the rights granted to it herein;
- (B) the right to clear and keep clear all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract that interfere with Grantee exercising the rights granted to it herein;
- (C) the right to permit the attachment of and/or carry in of the conduit, wires, cables or other such items of any other company or person as may be required by law; and

Grantor will have the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted to Grantee herein. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract.

Grantor warrants that Grantor is the owner of the Property and Easement Tract and will defend title to the Property and Easement Tract against the claims of any and all persons, and that Grantor has full authority to grant this Easement according to its terms. Grantor further  
EMBARQ Real Estate - ARN: 174261 PRN: 417865

warrants that to the best of Grantor's knowledge, the Property and Easement Tract are free from any form of contamination and contain no hazardous, toxic or dangerous substances.

Signed by Grantor this 7 day of November, 2007

GRANTOR: EDWARD EARL HARGADINE

Edward E. Hargadine

GRANTOR: DIANE AVE HARGADINE

Diane A. Hargadine

GRANTOR: DALE IRVIN HARGADINE

x Dale I. Hargadine

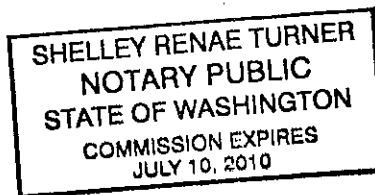
GRANTOR: HAZEL EVINE HARGADINE

Evine Hargadine

GRANTOR: SHARON LEE DOLAN

Sharon L. H. Dolan

THE STATE OF Washington )  
COUNTY OF Skemaania )

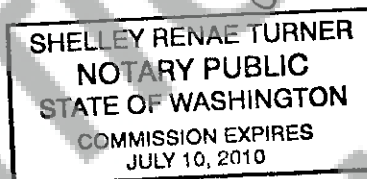


BE IT REMEMBERED, that on this 7 day of November, 2007, before me, a Notary Public in and for said County and State, came Edward E. Hargadine who is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same to be his/her act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Shelley R Turner  
Notary Public

My appointment expires:  
July 10, 2010



THE STATE OF Washington )  
COUNTY OF Skemaania )

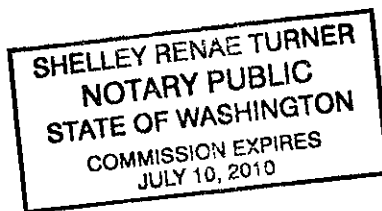
BE IT REMEMBERED, that on this 7 day of November, 2007, before me, a Notary Public in and for said County and State, came Hazel Evine Hargadine who is the person of proven to be, a not, and is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same as the act and deed of the Nov. 7, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Shelley R Turner  
Notary Public

My appointment expires:  
July 10, 2010

THE STATE OF Washington )  
COUNTY OF Skamania )



BE IT REMEMBERED, that on this 7 day of November, 2007 before me, a Notary Public in and for said County and State, came Sharon Dolan, who is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same to be his/her act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Shelley R Turner  
Notary Public

My appointment expires:

July 10, 2010

THE STATE OF Oregon )  
COUNTY OF Multnomah )

BE IT REMEMBERED, that on this 20<sup>th</sup> day of November, 2007 before me, a Notary Public in and for said County and State, came Dale Hargadine, who is the person of proven to be, a him, and is personally known to me to be the same person who signed the herein instrument, and such person duly acknowledged the signing of the same as the act and deed of the Nov 20<sup>th</sup> 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

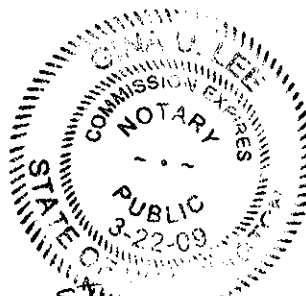
Oanh T Ngo  
Notary Public

My appointment expires:

July 11 2011



THE STATE OF Washington  
COUNTY OF Pierce )



BE IT REMEMBERED, that on this 21<sup>st</sup> day of November, 2007  
before me, a Notary Public in and for said County and State, came  
Diane B. Hargadine who is personally known to me to be the same person who  
signed the herein instrument, and such person duly acknowledged the signing of the same  
to be his/her act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my  
official seal the day and year last above written.

[Signature]  
Notary Public

My appointment expires:

3-22-2009

THE STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before  
me, a Notary Public in and for said County and State, came \_\_\_\_\_,  
who is the \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_, and is personally known to me to be the same  
person who signed the herein instrument, and such person duly acknowledged the signing  
of the same as the act and deed of the \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my  
official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My appointment expires:

\_\_\_\_\_

HARGADINE PARCEL

# EXHIBIT "A" EASEMENT TRACT

The Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, Section 29,  
Township 3 North, Range 8, East of the Willamette Meridian, containing eighty acres, more or less



Ensure continued functionality of 3 existing culverts

After placing the cable in the ditch clean out ditch to ensure flow, at the end of the drive add a small rock retaining wall approx. 25 feet long stacked two or three rocks tall to keep the hillside from sluffing into the ditch, add rip rap in the ditch in this same area. Place new gravel base and grade area with the construction area.

Pole # 116

Poles to remain

POINT "A"

Aerial lines to be placed Underground in a 10' wide access, egress and utility easement. Starting at Point "A" at pole # 116, then south approx. 25' into existing gravel road, then east in the existing gravel road to Point "B" at the intersection with new cable in Wind River Road Skamania County ROW. (Approx. 350 feet)

Poles and aerial lines to the NE of Pole # 116 to be removed and replaced with underground cable inside the Windriver Road, Skamania County ROW.

Skamania County Right of Way

60'

WINDRIVER HWY

POINT "B"

SOUTH PARCEL PROPERTY LINE

HWY 14

EMBARQ Real Estate:

ARN:174261, PRN:417865

**EXHIBIT B TO EASEMENT PURCHASE LETTER AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY**

The Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, Section 29, Township 3 North, Range 8, East of the Willamette Meridian, containing eighty acres, more or less.

Unofficial  
Copy