

After recording return to:
Skamania County PUD
PO Box 500
Carson, WA 98610
Attn: Gary Leonard

REAL ESTATE EXCISE TAX

N/A

AUG - 8 2011

PAID

N/A

Michael Clelland Deputy
SKAMANIA COUNTY TREASURER

Job#: _____

RECORDING INFORMATION ABOVE

EASEMENT
Corporate Easement

SP 02072100060200

The undersigned **HOOD RIVER SAND AND GRAVEL READY-MIX INC.**, ("Grantor") for Mutual Benefit and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **SKAMANIA COUNTY PUD**, ("Grantee"), whose address is PO Box 500, Carson, WA 98610, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical and gas facilities as needed for Skamania County PUD equipment, provided by the local electrical power or gas utilities, and other appurtenances, from time to time, as Grantee may require upon, over under and across the following described property situated in the County of Skamania, State of Washington which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

A 20' wide access / utility easement located on portions of the property, described fully and shown in Exhibit A which is attached hereto and by this reference made a part hereof, all of which is situated in the West 1/4 of Section 21, Township 2 North and Range 7 East of the Willamette Meridian, Skamania County, Washington.

Grantor further conveys to Grantee and its contractors the right of ingress and egress, seven (7) days a week twenty-four (24) hours a day, to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions, from the Easement Area, as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee further agrees to return any ground disturbed by its construction to as good as or better condition than existed prior to construction. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Initials *SP*

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

Corporate Easement

[CORPORATE SEAL]

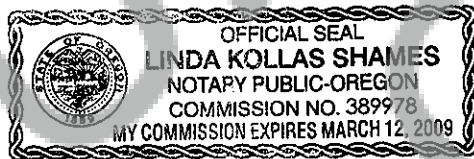
By: [Signature]
 Name: Sandra J. Porter
 Title: Vice President
 Grantor

STATE OF Oregon)
) ss:
 COUNTY OF Hood River

The foregoing instrument was acknowledged before me this 15 day of April, 2008
 by Sandra J. Porter as Vice President of Hood River Sand & Gravel Ready Mix, Inc.
 an Oregon corporation, on behalf of the corporation.

Witness my hand and official seal:

[NOTARY SEAL]



Linda Kollas Shames
 Notary Public
 My commission expires: 3.12.09

R/W#: _____ Job #: _____
 Exchange: _____ County: _____
 1/4 Section: _____ Section _____, Township _____, Range _____ of W.M.

EXHIBIT A- PAGE 1

Lessor's Legal Description:

APN 2721000602

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 2 OF THE BI-STATE REDI-MIX SHORT PLAT, AS RECORDED IN BOOK 1 OF SHORT PLATS ON PAGE 70, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

EXCEPTING THEREFROM THESE PORTIONS CONVEYED TO SKAMANIA COUNTY CEMETERY DISTRICT BY DEED RECORDED MARCH 4, 1981 AND MAY 1, 1985 UNDER AUDITOR FILE NO. 92110 AND 99193.

EXHIBIT A- PAGE 2

Lease Area Legal Description:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF THE VERIZON WIRELESS LEASE AREA HEREIN DESCRIBED, A POINT THAT BEARS N22°59'21"E 19.97' FEET FROM THE SOUTHWEST CORNER OF THE PREVIOUSLY DESCRIBED PROPERTY; THENCE N53°53'44"W, 25.00 FEET; THENCE N36°06'16"E, 32.00 FEET; THENCE S53°53'44"E, 25.00 FEET; THENCE S36°06'16"W, 32.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A- PAGE 3

Access & Utility Easement Legal Description:

BEING AN ACCESS EASEMENT 20 FEET IN WIDTH OVER AND ACROSS THAT TRACT OF LAND SITUATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON.

THE BOUNDARY OF SAID EASEMENT LIES 10 FEET ON EACH SIDE, AND ARE PARALLEL WITH THE FOLLOWING DESCRIBED CENTERLINE AND ARE EXTENDED OR SHORTENED TO FORM A UNIFORM STRIP:

BEGINNING AT A POINT ON THE EAST LINE OF THE VERIZON WIRELESS LEASE AREA AS PREVIOUSLY DESCRIBED, A POINT THAT BEARS N36°06'16"E 4.43 FEET FROM THE NORTHWEST CORNER OF PREVIOUSLY DESCRIBED VERIZON WIRELESS LEASE AREA; THENCE N22°30'30"W, 231.10 FEET TO A POINT FROM HEREON TO BE REFERRED AS POINT "A"; THENCE N22°30'30"W 5.00 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF CASCADE DRIVE.

ALSO TOGETHER WITH A 10 FOOT WIDE UTILITY EASEMENT LYING 5 FEET ON EACH SIDE OF THE PREVIOUSLY DESCRIBED CENTERLINE TO POINT "A" AS PREVIOUSLY DESCRIBED; THENCE N65°03'58"E 90.27 TO A PROPOSED GENERATOR SPACE AND POINT OF TERMINUS.

EXHIBIT A- PAGE 4

