

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Easement
Reference Number of Related Document: N/A
Grantor(s): State of Washington
Grantee(s): Public Utility District #1 of Skamania County
Legal Description: Ptn of Jos. Robbins DLC No. 38, the NW4, & G.L. 5 of Sec 35, T3N, R8E, W.M
Additional Legal Description is on Page 2 of document
Assessor's Tax Parcel Number: None; former highway right of way.

REAL ESTATE EXCISE TAX

EASEMENT

29201
AUG 31 2011

PAID

EXEMPT

SR, 14 Wind River to Wind Mountain

Audrey Tokuni Deputy
SKAMANIA COUNTY TREASURER

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00), hereby grants and conveys unto PUBLIC UTILITY DISTRICT #1 OF SKAMANIA COUNTY (Skamania PUD), Grantee(s), a non-exclusive easement for an electric distribution line or system over, under, and across, the following described real property situated in Skamania County, State of Washington:

A 10 foot wide easement for the construction, reconstruction, rephasing, repairing, operating and maintaining the existing overhead powerline that runs

over, under and across the hereinafter described Parcel "A", the centerline of which is described as follows:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 366+98.5 on the SR 14 line survey of SR 14, Wind River to Wind Mountain and 87.2 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 369+11 on said line survey and 91.0 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 371+22 on said line survey and 99.2 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 373+42.6 on said line survey and 109.0 feet Northeasterly therefrom; thence Southeasterly to a point opposite Highway Engineer's Station 375+91 on said line survey and 114.7 feet Northeasterly therefrom and the end of said centerline description.

PARCEL "A"

A parcel of land in Jos. Robbins D.L.C. No. 38, Government Lot 5 and the Northwest quarter of Section 35, all in Township 3 North, Range 8 East, of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 369+55.57 on the SR 14 line survey of SR 14, Wind River to Wind Mountain and 50 feet Northeasterly therefrom; thence Northeasterly to a point opposite HES 369+65.68 on said line survey and 170.72 feet Northeasterly therefrom; thence Easterly to a point opposite HES 370+10 on said line survey and 195 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES 371+10; thence Southeasterly to a point opposite HES 372+65 on said line survey and 105 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES 374+22.83; thence Southwesterly to a point opposite HES 374+20.87 on said line survey and 50 feet Northeasterly therefrom; thence Southwesterly to a point opposite HES 374+20.47 on said line survey and 45 feet Northeasterly therefrom; thence Westerly to the POINT OF BEGINNING.

The Grantee(s) herein, including heirs, successors or assigns, shall have no right of ingress and egress to, from and between SR 14 and the lands herein described, nor shall the Grantee(s) herein their heirs, successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

The specific details concerning all of which are to be found on Sheet 3 of 3 of that certain plan entitled SR 14, Wind River to Wind Mountain and bearing a date of June 29, 1954 and revised February 17, 2011 and Sheet 2 of 2 of that certain plan entitled SR 14, Wind River to Wind Mountain Plan Showing Access and bearing a date of December 15, 1953, both now of record and on file in the Office of Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

Grantee(s) will maintain the property in good repair and Grantee(s) shall repair damages to the access caused by or arising out of its use thereof.

The Grantor reserves the right to use the access for ingress and egress insofar as the same is located on the land of the Grantor and Grantee hereby agrees not to interfere with Grantor's ability to use the property.

Should this easement cease to be used for the above described purposes the easement shall automatically terminate and all rights shall revert to Grantor. Upon such termination, Grantee(s) agrees to execute a Release of Easement releasing all rights granted herein.

Grantors agree that all wires and other facilities, including any main service entrance equipment installed on the above-described lands by Skamania PUD or at its expense, shall be and remain the property of Skamania PUD and shall be removable at its option.

Grantors retain use and actual control of the above described lands for all purposes, except as provided herein. Grantors covenant that they will not erect or maintain any structure that might interfere with the operation or maintenance of the line or access thereto and that they

are the owners of the above-described lands, and that they have the right to execute this Right of Way Easement without the consent of any other party. This Right of Way Easement shall be binding upon and inure to the benefits of the successors and assigns of the parties. Rights and obligations not specifically conveyed hereby remain with the undersigned.

The Grantee(s), its successors or assigns, will protect, save, and hold harmless the Grantor, its authorized agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omission of the Grantee(s), its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this deed. The Grantee(s) further agrees to defend the Grantor, its agents or employees in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this deed. This obligation shall not include such claims, cost, damages, or expenses which may be caused by the sole negligence of the Grantor or its authorized agents or employees; provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents or employees and (b) the Grantee(s), its agents or employees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's(s') agents or employees.


Grantee(s) shall also indemnify, defend and hold Grantor harmless from any and all loss or damage to persons or properties incident to, arising from or resulting from Grantee's(s') use of the property under this easement in or around the right-of-way to the extent provided by the Federal Tort Claims Act, 62 Stat. 982, as amended

The Grantee(s) as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.


The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this 17 day of August, 2011.

WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION


Paula J. Hammond, P.E.
Secretary of Transportation

APPROVED AS TO FORM:

By: 
Assistant Attorney General

REVIEWED AS TO FORM:

Public Utility District #1 of Skamania County

By: Interim General Manager

Name: Robert D. Gentry

Title: 

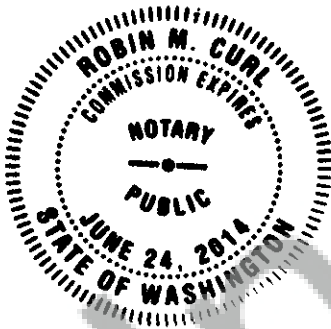
STATE OF WASHINGTON)

) : ss

County of Thurston)

On this 17th day of August, 2011, before me personally appeared Paula J. Hammond, P.E., known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.



Robin M. Curl
 Notary (print name) Robin M. Curl

Notary Public in and for the State of Washington, residing
 at Olympia

My Appointment Expires 6/24/2014